

915 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

915.1 TIMBER SALE CONTRACT

County of Chippewa
TRACT # _____

TIMBER SALES CONTRACT No. _____

Chapter 28, Wis. Stats.
Form 2400-005 (R 4/05)

Name of Property:

THIS CONTRACT IS ENTERED INTO by and between Chippewa County (Seller) and _____,
_____ (Purchaser) for the purpose of selling timber of the Seller.
The Seller sells and the Purchaser agrees to purchase, cut and remove ONLY those trees (timber) specifically
described in this Contract or marked by the Seller for cutting on the "sale area" which is identified or described in
maps or diagrams attached to and made part of this Contract.

THE PROVISIONS OF THIS CONTRACT and all authority for use of the Seller's property for the cutting of
timber (which includes felling, bucking, skidding, loading or hauling) are mutually agreed upon by the Seller and
Purchaser and subject to the following terms and conditions:

1. PERFORMANCE.

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

2. CONTRACT PERIOD.

- a. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and _____, FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.
- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract deemed reasonable by the Seller.

3. CONTRACT EXTENSIONS.

If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows:

4. TERMINATION.

The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller or at other times when deemed necessary by the Seller. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.

5. PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.

- a. A performance bond in the Seller's favor in the amount of \$ _____, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than _____ to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.
- b. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- c. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.
- d. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- f. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
- (1) The Purchaser's bid value of timber not cut and removed under this Contract.
 - (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
 - (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
 - (4) All costs of resale of timber not cut and removed as required under this Contract.
 - (5) If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees.
- The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.
- g. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller for a period not to exceed two (2) years from the date of determination of the breach.

6. REMOVAL WITHOUT PAYMENT.

Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for Timber Theft, Theft, Criminal Damage to Property, or a violation of administrative rule or ordinance.

7. TITLE TO TIMBER.

Title to timber cut under this Contract shall remain in the Seller until payment as required in this Contract is received by the Seller or written authorization to or remove the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment to the Seller for the timber or authorization to cut or remove the Timber has been granted by the Seller, or damage is caused by the Purchaser or the Purchaser's agents or employees.

8. PAYMENT; PAYMENT SCHEDULE (Attached).

- a. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in the form acceptable to the Seller.
- b. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

9. CUTTING REQUIREMENTS.

10. UTILIZATION SPECIFICATIONS:

11. WASTE.

The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.

12. STUMP HEIGHT; TOPS.

The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Title to tops shall remain in the owner and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

13. ZONE COMPLETION.

The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.

14. FOREST FIRE PREVENTION.

The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
- c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- f. Other: none

15. SLASH.

Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:

- a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Other: All slash must be lopped and scattered to lie within two feet of the ground.

16. CLEANUP AND USE OF SALE AREA.

- a. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.
- c. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the Seller.

17. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).

- a. When not otherwise designated by the Seller, the location of roads, landings, mill sites and campsites on Seller's property is subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the Seller, is the responsibility of the Purchaser.
- b. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under par. d.
- d. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
- e. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):
- f. Erosion control and Best Management Practices (BMPs) requirements:
 - (1) The Purchaser shall comply with all recommended BMP guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training through a FISTA coordinated BMP workshop is also recommended.
 - (2) n/a
 - (3) n/a

18. SOIL DISTURBANCE AND RUTTING

- a. The purchaser agrees to take all steps and precautions [b1] to avoid and minimize soil disturbances, such as soil compaction and rutting.
- b. Excessive soil disturbance (as defined in Table 1) will not be permitted. Purchaser agrees to contact Seller and work cooperatively to mitigate any and all instances of soil disturbance and rutting.
- c. Prior to sale completion, the Purchaser shall restore soil disturbances to the Seller's satisfaction.
- d. Other restoration requirements (i.e. repair of soil disturbances or rutting on recreational trails used for skidding trails):

Table 1. Thresholds for soil disturbances.

<u>State Forest Infrastructure</u>	<u>Soil disturbances are excessive if:</u>
Roads, Landings, Skid Trails, and General Harvest Area	<ul style="list-style-type: none"> ▪ A gully or rut is six inches deep or more and is resulting in channelized flow to a wetland, stream, or lake. ▪ In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more. ▪ In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.
Roads, Landings, and Primary Skid Trails	<ul style="list-style-type: none"> ▪ Gully or rut is 6 inches deep or more and 100 feet long or more.
Secondary Skid Trails and General Harvest Area	<ul style="list-style-type: none"> ▪ Gully or rut is 6 inches deep or more and 100 feet long or more.

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions were visible, the depth would be measured to the lesser of the two depths (the "top" of the lug).

Comment [b1]: If this is going in a contract we should not use "interim". When the contract is used, this will be the threshold.

The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.

19. OTHER APPROVALS.

Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

20. SURVEY MONUMENTS.

The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

21. INDEMNIFICATION.

The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller and the Seller's employees and agents in any cause of action or suit.

22. INDEPENDENT CONTRACTOR.

The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 2.b. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

23. INSURANCE; NOTIFICATION.

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under Chapter 102, Wis. Stats.
- b. Other insurance requirements:
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

24. ASSIGNMENT.

The Purchaser is precluded from assigning payment and Contract oversight, duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete

performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach.

25. ENTIRE CONTRACT.

This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and that no modifications of this Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.

26. CONTRACTING PARTIES.

- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members, and servants.
- b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

27. INSPECTION.

The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.

28. SCALING AND CONVERSION FACTORS.

- a. When peeled cordwood is measured, it is agreed that 12.5% will be added to hand peeled and stroke delimeter / processor peeled volume and 16% to ring debarked volume.
- b. The Scribner Decimal C Log Rule shall be used for scaling logs.
- c. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods

29. APPLICABLE LAW.

This contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

30. FOREST CERTIFICATION (Option for designated State Forests -ONLY)

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) – Certificate #SCS-FM/COC-00070N and the Sustainable Forestry Initiative (SFI) – Certificate #1Y941-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

31. OTHER CONDITIONS:

- a. Diggers Hotline. The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
- b. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

- c. Release of Mill Records. The Purchaser agrees that mill slips or records respecting timber from the Seller's sale area, are to be released to the Seller upon Seller's request, and that the Purchaser will execute any letter or form of the Purchaser to that effect upon Seller's request.

ATTACHMENTS.

Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

- a. Map(s) or Diagrams(s) of Sale Area;
- b. Payment Schedule and Conditions of Payment;
- c.

Date _____ SELLER Chippewa County Forest & Parks
By Doyle L. Richards, Administrator

Date _____ PURCHASER
By _____

POLICY FOR CHIPPEWA COUNTY TIMBER SALE CONTRACT RENEWALS AND STUMPAGE INCREASES

CONTRACT LENGTH	UNDER 500 CORDS (NO RESTRICTIONS)	UNDER 500 CORDS *(RESTRICTIONS)	OVER 500 CORDS (NO RESTRICTIONS)	OVER 500 CORDS *(RESTRICTIONS)
6 months	-	-	-	-
1 year	initial contract	-	-	-
1 year to 1.5 years	6 month extension with no stumpage increase	initial contract	-	-
1.5 years to 2 years	10% stumpage increase - 1 year extension	6 month extension with no stumpage increase	initial contract	-
2 years to 2.5 years	-	15% stumpage increase - 1 year extension	6 month extension with no stumpage increase	initial contract
2.5 years to 3 years	10% stumpage increase - 1 year extension	-	10% stumpage increase - 1 year extension	6 month extension with no stumpage increase
3 years to 3.5 years	-	15% stumpage increase - 1 year extension	-	20% stumpage increase - 1 year extension
3.5 years to 4 years	10% stumpage increase - 6 month extension	-	10% stumpage increase - 6 month extension	-
SUBTOTAL	30% stumpage increase	30% stumpage increase	20% stumpage increase	20% stumpage increase
4 years to 4.5 years if warranted and approved	10% stumpage increase - 6 month extension	10% stumpage increase - 6 month extension	10% stumpage increase	10% stumpage increase
4.5 years to 5 years if warranted and approved	10% stumpage increase - 6 month extension	10% stumpage increase - 6 month extension	10% stumpage increase	10% stumpage increase
TOTAL	50% overall stumpage increase	50% overall stumpage increase	40% overall stumpage increase	40% overall stumpage increase

*Sales having a cutting restriction limiting the time of year when cutting can occur by contract such as hardwood thinnings, tree thinnings, and sales along recreational trails etc.

CHIPPEWA COUNTY FUEL WOOD SALE PERMIT
(INDIVIDUAL HOME USE)

SALE # _____

TRACT # _____

FORMER SALE # _____

PERMIT # _____

NAME & ADDRESS OF COUNTY PROPERTY

DATE PERMIT ISSUED

CHIPPEWA COUNTY _____

EXPIRATION DATE OF PERMIT

711 NORTH BRIDGE STREET
CHIPPEWA FALLS, WI 54729

PERMITTEE NAME _____

LOCATION OF WOOD:

ADDRESS _____

CITY, STATE & ZIP _____

PHONE _____

NUMBER OF STANDARD CORDS (4' X 4' X 8') TO BE CUT

UNIT SALE PRICE

ADMINISTRATIVE FEE

TOTAL AMOUNT PAID

CONDITIONS:

1. This permit grants limited permission to go on the County land specified above and to remove wood in the manner and at the location indicated subject to the conditions and restrictions herein.
2. Fuel wood sale permits are not transferable and payment is not refundable.
3. Fuel wood remaining on the sale area at expiration of the permit reverts to County ownership. Permit expiration date will not be extended.
4. Chippewa County may immediately cancel or revoke this permit by giving oral notice or written notice. All fuel wood permits will terminate during emergency burning regulations pursuant to Section NR 30.056, Wisconsin Administrative Code and upon breach of any condition or restriction of this permit. Such breach may also subject the violator to prosecution.
5. Permittee must be where cutting occurs. The permit shall be displayed on the drivers side of the dash of any vehicle transporting wood under this permit in such a manner as to be viewable through the windshield.
6. Permittee agrees s.s. 895.62 is applicable as to liability.
7. Permittee agrees to remove any slash from roadways, trails and/or lakes and ponds resulting from the removal of firewood.
8. Permittee may remove firewood only within the boundaries of the permit area and shall be liable for trespass and damages for cutting or removal outside the permit area under s.s. 26.04 timber trespass.
9. Cutting requirements and other conditions:

PERMITEE'S SIGNATURE

BY:

ISSUING AGENT OF CHIPPEWA COUNTY
FOREST & PARKS DEPT.

ACCESS PERMIT AGREEMENT

Chippewa County Forest and Parks Department
711 N. Bridge St. Chippewa Falls, WI 5729
(715-726-7880)

This Access Permit Agreement (Agreement) entered into by and between Chippewa County, Wisconsin (County) and _____ (Permittee), for the sole purpose of obtaining access to and from Permittee's real estate across the County owned forest land:

Legal Description (See attached description and map showing both the County owned forest land and the real estate owned by Permittee).

The term of this Agreement shall be for two years, commencing the ___ day of _____, 200__ and ending the ___ day of _____, 200__. This Agreement shall not automatically renew. However, the parties may agree to a renewal.

As consideration for this Agreement, Permittee shall pay to the County the sum of \$_____, payable on the date of execution of this Agreement. As a condition of the County entering into this Agreement, Permittee states that he/she has no other access to his/her real estate other than by the Access Corridor provided for herein.

Permittee agrees to and acknowledges that this Agreement in no manner conveys to Permittee any interest in the County forest land above described and that the Agreement is not an easement over said County forest land but only permits access to Permittee across the described County forest land (Access Corridor). The Access Corridor remains the real estate of the County.

County and Permittee further agree that this Agreement contains and is subject to the following:

1. Prior to this Agreement taking effect, Permittee shall submit for County approval a written plan describing any intended construction, maintenance and usage of the Access Corridor. No deviations from said plan are allowed without the prior written approval of the County.
2. Any improvements or upgrading of the Access Corridor (beyond the plan referenced above) must be approved in advance by the County (County approval must be requested by Permittee at least 30 days prior to the time Permittee intends on making any such improvements/upgrading).
3. The County, at any time during the term of this Agreement, may cancel said Agreement on 60 days advance written notice in the event the County, in its sole discretion, determines that any term of the Agreement has been violated by Permittee.
4. The Access Corridor width shall be no wider than _____ feet.
5. No trees shall be cut or trimmed on the Access Corridor without the prior written approval of the County. All wood cut or trimmed shall be the property of the County.

6. Any wood approved for cutting shall be cut and piled by Permittee at locations designated by the County and in 100 inch lengths cut to a 4" top diameter.
7. All stumpage, slash, waste material and other debris resulting from use by Permittee under this Agreement shall be disposed of by Permittee as directed by the County.
8. The Permittee shall maintain the Access Corridor in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the public. Permittee shall be responsible for maintaining the Access Corridor during the term of this Agreement so that such public use is possible. General maintenance of the Access Corridor during the term of this Agreement is the responsibility of the Permittee and not the County.
9. Present and future forest management, timber sales, timber stand improvement, reforestation or other forest or recreational activity is of high priority to the County and in no way shall be hindered by Permittee or by this Agreement.
10. No gates, signs or other similar structures will be allowed on the Access Corridor or surrounding County real estate without the prior written approval of the County.
11. The Permittee shall not store any equipment, lumber or other items on the Access Corridor.
12. This Agreement does not give the Permittee any rights pertaining to hunting or trapping. Those rights remain under the control of the County.
13. This Agreement will automatically terminate in the event of non-use of the same by Permittee for a period of at least two consecutive years.
14. The intended use of the Access Corridor is set forth in the plan at number 1 above. Any deviation from said use, without the prior written approval of the County may result in termination of the Access Corridor per number 3 above.
15. Permittee agrees to protect, indemnify and save harmless the County, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the construction and placement of objects on the Access Corridor and from the maintenance or use of Access Corridor, and the Permittee shall defend the County in any such action or claim upon request by the County.
16. This Agreement is not transferable or assignable by Permittee.

Executed by the parties this ___day _____, 200__.

County

Permittee

Chippewa County Fencing Policy

The Policy shall apply as to partition fences constructed between County land and an adjoining Landowner:

Landowner

The Landowner will prepare a written request for construction of a partition fence to the County Land, Forest and Parks Committee.

The written request should provide a legal description of where the fence is to be located, and an approximate requested completion date for the fence.

County

The Land, Forest and Parks Committee will take action on the request, at its next regular meeting, following receipt of the written request.

Location of Fence

An existing fence will not be accepted as the location of a new fence by the County unless the County believes there is good evidence the fence is in the correct location, or unless a Fence Agreement between the County and Landowner is agreed upon.

Before any fence is constructed, the adjoining Landowner and the County shall mutually agree on a location for the fence. If the fence is located along a boundary line wherein the corners have been established at both ends of the boundary line by legal survey, the fence shall be located on a straight line between the survey markers.

If no survey has been completed, the County will pay for half of the expense of a legal survey to establish the boundary line or lines as needed. The adjoining Landowner will pay for the other half of the survey. The parties will agree on the hiring of a surveyor and each party shall make payment in an escrow account for payment of the surveying.

If the Landowner is agreeable, the County may establish a boundary line using information from the County Surveyors Office and a GPS unit, to establish a boundary line location for the fence between the County and the adjoining landowner; or

County and the adjoining Landowner may enter into a written agreement as to the location of the fence, with the understanding as a part of the agreement that the fence location can not be used to claim adverse possession by either party; or

If the County and the adjoining landowner cannot reach any agreement as to the location of the fence then the County may hire a surveyor to determine the location of said line. The County may, thereafter, seek one half of the cost of said survey from the Landowner.

Fence Construction

Because the County may or may not have staff experienced in constructing a fence, and or available to construct a fence, the County may offer to provide or pay for all the materials for construction of the partition fence between the adjoining Landowner and the County, with the understanding that the adjoining Landowner construct the entire fence. Under such an agreement the Landowner shall sign a Fencing Agreement. (Showing he received the materials and agreeing to return them if the fence is not constructed within a given time period.); or

The Landowner may construct his right half of the fence as he faces the County property and upon completion of that portion the County shall construct its half as it faces the adjoining Landowner.

Clearing of Fence Line for Construction

It shall be the responsibility of the party constructing the fence to clear trees and brush for construction of the fence. The width of area to be cleared for construction of the fence shall be mutually agreed upon before construction begins. If the Landowner or his designee constructs the fence, any trees cut on County land may be retained and utilized by the Landowner. If brush and or debris, necessitate clearing the fence line before construction may readily be done, the Landowner may choose to use a bulldozer to clear the fence corridor. If a bulldozer is used the County shall be notified and a mutual agreement worked out with the Landowner to determine the width of the corridor to be bulldozed clear, placement of waste material, equipment to be used and payment rate. In general, the County shall pay for half the cost of bulldozing work assuming the cost is reasonable and justified and providing a mutual agreement has been made prior to bulldozing.

*The County may withhold any payments/reimbursements under this Policy in the event the Landowner has proceeded with fencing work without first executing a Fencing Agreement with the County.

FENCING AGREEMENT

Agreement made this _____ day of _____ 200__,
between _____ of _____
Wisconsin (Landowner) and Chippewa County, Wisconsin, (County).

It is hereby agreed by and between the parties that:

1. The County will provide to Landowner fencing materials necessary for constructing a legal common fence between the County's property and Landowners located as follows:

or as mutually agreed to or as surveyed.

2. Landowner agrees to erect a 4 wire barbed fence along the aforementioned property boundary and do any necessary cutting of brush and removal of trees as necessary to construct this fence. Landowner agrees to complete construction of said fence within six months of the signing of this Agreement.
3. It is further understood that in the event the fence is not constructed by Landowner within the agreed time that he will return to Chippewa County any and all fencing materials provided by the County in their original condition or a cash payment for the value of same within thirty days after the six month time limit of this agreement. The parties shall thereafter each construct their portion of said fence pursuant to Wis. Statutes.

In Witness Whereof, the parties have hereunto set their hands this _____ day of _____, 20____.

Witness:

. Landowner:

Witness:

Chippewa County Land, Forest & Parks Committee

_____ County Forest & Park Admin.

ICE AGE NATIONAL SCENIC TRAIL
CHIPPEWA COUNTY LAND USE AGREEMENT

Article I-Parties to the Agreement

This agreement is made and entered into, by and between the Chippewa County Land, Forest & Parks Committee, hereinafter referred to as the "County," the Ice Age Park and Trail Foundation, Inc., hereinafter referred to as the "Foundation" or "IAPTF", the Wisconsin Department of Natural Resources, hereinafter referred to as the "DNR", and the National Park Service, hereinafter referred to as the "NPS".

Article II-Purpose and Objectives

This agreement is for the purpose of cooperating in the development and management of the Ice Age National Scenic Trail, hereinafter referred to as the "Trail", in Chippewa County and clarifying the responsibilities of each party for the Trail. It is also for the expressed purpose of granting permission to the Foundation to use certain Chippewa County forest lands for the purpose of constructing and maintaining the Trail.

The Ice Age National Scenic Trail is a partnership project under National and State legislative authorization. The Chippewa County Forest may participate in hosting, developing, and/or maintaining segments of the trail. As Ice Age Trail managing authorities, county forests retain management control over their lands but may authorize others to carry out trail development and maintenance activities through land use agreements. The Ice Age Trail is a State and nationally significant hiking trail and should be recognized as part of the multiple management objectives of the county forest.

The long term goal is to establish a continuous trail that meets Federal and State legislative intent-that it be a "premier" hiking trail, nationally significant in its scenic and recreational qualities, follows the authorized route of moraines and other glacial features, and is closed to motorized use by the general public (with minor exceptions). Motorized use for resource management activity is not limited, including timber harvesting and trail maintenance. Segments meeting this intent can be "certified" by the National Park Service as part of the National Scenic Trail.

Presently uncertified but useable trail segments exist in the Chippewa County Forest. They will continue to be used as

temporary routes until they can be certified, or until new certifiable segments can be established. Other temporary segments may yet be developed to achieve a continuous trail.

The agencies agree to coordinate their activities and programs related to the Trail to assure that the efforts of each party complement those of the others. The parties will communicate and meet as needed to review their activities and programs and discuss ways of improving the effectiveness of their mutual efforts.

Article III-Background and Authorities

On October 3, 1980, Congress amended the National Trails System Act [16 U.S.C. 1241 et seq.] to authorize and establish the Trail as a component of the National Trails System [94 Stat. 1360; 16 U.S.C. 1244(a)(10)]. The Trail meanders through Wisconsin for approximately 1,200 miles from Potawatomi State Park in Door County to Interstate State Park in Polk County, generally following the terminal moraine and other glacial landscape features. The Secretary of the Interior was assigned administrative responsibility for the Trail. The Secretary has delegated overall administrative responsibility for the Trail to the NPS.

The Act provides, in Section 7(h) [16 U.S.C. 1246(h)], that when determined to be in the public interest, the Secretary of the Interior may enter into written cooperative agreements with States or their political subdivisions, landowners, private organizations, or individuals to operate, develop and maintain any portion of a national scenic trail either within or outside Federally-administered area. The Secretary of the Interior has determined it to be in the public interest to enter into this agreement.

The NPS, in cooperation with the other parties to this agreement, completed a Comprehensive Plan for Management and Use of the Trail in September 1983. The NPS is responsible at the Federal level for carrying out the provisions of the Act as they relate to the Trail by coordinating, guiding, and assisting the efforts of others to acquire, develop, operate, protect, and maintain the Trail in accordance with the comprehensive plan.

The DNR is the principal State agency with responsibility for the Trail due to its statewide significance, the involvement of State recreation facilities in the route of the Trail, and the relationship of the Trail to the State-administered Ice Age National Scientific Reserve. In 1987, the State legislature formalized this role by passing legislation designating the Trail as a State Scenic Trail and assigning the DNR responsibility for

coordinating the involvement of State agencies in the Trail project and cooperating with the NPS and private interest in planning, developing, and maintaining the Trail. Other legislation has made the DNR responsible for administering financial aids to assist the Foundation and others to acquire lands for the Trail.

The Foundation is a private, nonstock, nonprofit corporation composed of individual members and county chapters. It was incorporated in 1958 and it then and now exists under the Wisconsin Nonstock Corporation Law. The Foundation is exempt from Federal income taxation under sec. 501(c)(3) of the Internal Revenue Code, and is classified under sec. 509(a) as other than a private foundation. Its mission is to create, support and protect a thousand-mile footpath tracing Ice Age formation across Wisconsin. It does this primarily by organizing and coordinating private sector involvement in such efforts, including fund raising and the recruitment and training of volunteer trail builders/maintainers.

The Chippewa County Forest is established in accordance with State Statute 28.11 for the purpose of "optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits." The Chippewa County Board in accordance with S.S. 28.11 has by County Ordinance 22.03 designated the Land, Forest and Parks Committee to have charge over the county forest in accordance with powers granted under the ordinance. County Board Resolution 81-74 supports the development of the Ice Age Trail and authorizes the trail to cross county forest land subject to Land, Forest and Parks Committee approval.

Article IV-Lands Covered by the Agreement

This agreement pertains to the Chippewa County forest lands and segments of the Trail on those lands shown on the attached maps.

Article V-Local Planning and Management Team

Under the terms of this agreement, the local planning and management team shall consist of:

- 1) County Forest Administrator
- 2) County Forester
- 3) County Forest and Parks Committee Chair
- 4) Chippewa Moraine Chapter Coordinator, IAPTF
- 5) NW Field Coordinator, IAPTF
- 6) DNR Regional Park, Trail and Recreation Mgr.
- 7) DNR Liaison Forester

8) NPS Trail Manager

The "local management team" and will be responsible for Corridor Planning, trail location, temporary trail relocations, signing, coordinating routine trail maintenance, and other major issues.

The local management team shall meet a minimum of at least once a year to discuss the status, use, maintenance and development of the trail or as needed to comply with the terms of this agreement.

(See addendum for contact information for current local management team members.)

Article VI-Planning, Development and Management Policies and Practices.

1. Trail Route/Location Planning

a. Mapping

The route of the Trail will be documented using GPS information provided by the Foundation to the County. The maps will be approved by the local management team.

b. Trail Route Identification

Existing and new routes through county forests shall be planned and determined by mutual agreement of IAPTF and County Forest representatives. Notification shall be given to the local management team.

c. Consideration for Trail Route Location/Relocation

A desirable and quality Trail will experience increasing use and be seen as an important resource by the county and general public. The following considerations for determining trail route location will be used to help ensure a quality Trail.

- 1) Scenic values
- 2) Glacial features--The Trail should capitalize on rare or unusual glacial features.
- 3) Sensitive resources--Cultural resources, endangered resources and fragile ecosystems may enhance the Trail experience or may need to be avoided to protect their values. Program experts should be consulted concerning the Trail location in relation to these resources.

- 4) Stream crossing sites--Bridges over waters must conform to the standards as written in "Ice Age National Scenic Trail, a Handbook for Trail Design, Construction and Maintenance" of 2001. The expense and practicality of establishing safe crossings, in light of the potential level of use, should be consideration. Depending on water depth and stream bed conditions fords are permitted. Alternative routes for use during hazardous water conditions should be established for segments with fords.
- 5) Safe road crossing sites--Local transportation officials may be consulted to ensure safe sight distance, signing, etc.
- 6) Proximity to camping/recreational areas, roads (for user access and reasonable access for Trail maintainers), parking areas (as trail heads), water, etc.
- 7) Focus on areas with minimum vegetative management conflicts.
 - a) Infrequent travel by heavy machinery/equipment
 - b) Areas with long-lived vegetative species or uneven age of management
- 8) Co-location with logging roads or use of logging roads (especially on high ground)--It is best in most cases if the Trail can be located off logging roads (those roads and trails drivable by a semi trailer). However, sometimes the scenic, glacial, or special features or other considerations may argue for locating the Trail where timber sales and/or logging roads are or would be located. Old logging roads make good Trail, if they are along otherwise scenic and desirable routes, because they are more easily maintained as "open." A concern, though, is their ease of use by trail bikes, ATVs, etc.

2. Trail Design/Construction Specifications--The Trail should generally be designed as a hiking trail. The standards as written in "Ice Age National Scenic Trail, a Handbook for Trail Design, Construction and Maintenance" of 2001 will be used as a guide in designing and constructing the hiking trail.

3. Disabled Accessibility--As new Trail segments are designed, the need and desirability of developing them as accessible will be evaluated. It is not necessarily expected, however, that the county should have a segment of the trail accessible to the disabled. A number of segments on State lands already provide accessibility to this portion of the population.
4. Development and Management--Development and management of the Trail shall be coordinated by the local management team. New construction and or trail relocations will be reviewed by the local management team prior to construction and or relocation and shall be mutually agreed upon. No major construction activities shall be done on the trail without County approval. Actual construction of new trail segments, trail relocations, and or signing, shall be primarily the responsibility of the Foundation. The County may assist as it deems appropriate.
5. Trail Maintenance--The Foundation and the Chippewa County Land, Forest and Parks Committee shall have joint responsibility for all maintenance of the lands covered by this agreement (see Article IV). The Foundation shall have primary responsibility for trail maintenance. The Foundation shall police the area to keep it neat, clean and sanitary, shall take all necessary precautions to protect any of the adjoining premises from damage caused by fire, and shall refrain from doing any unnecessary cutting of timber, shall maintain signs, and shall periodically remove fallen trees and other debris and or obstacles in order to maintain an unobstructed trail corridor. The Foundation shall keep the County informed of major or non-routine maintenance work to be done. The County may assist with trail maintenance where it deems appropriate.

Where forest management activities including logging may impact the trail the local management team shall be notified prior to any such activities. The local management team shall meet to evaluate the impact of any proposed forest management activities. The local management team shall mutually agree on how to minimize impacting the trail and still reasonably permit the forest management objectives to be accomplished. If a mutual agreement cannot be achieved the decision by the County on how to proceed shall be final. It may be determined that temporarily or permanently moving the trail is the best alternative. In areas where forest management activities temporarily make a direct impact on the trail, the County shall be primarily responsible for trail maintenance and signing of that existing section of trail until logging or other activity has been completed. If

the trail is temporarily routed around a forest management activity the Foundation shall be responsible for the signing and maintenance along the re-route corridor.

6. Trail Marking--The goal is to utilize standard markings on the Trail on a Statewide basis. All Trail marking and signing must be approved in advance by the county forest administrator. Trail signing shall conform to the standards as written in "Ice Age National Scenic Trail, a Handbook for Trail Design, Construction and Maintenance" of 2001.

- a. Maintenance of Trail During Logging Operations

When a timber sale is conducted, there is a need to ensure that the trail route continues to be clearly marked during and after the harvest. Trail markings in areas designated for regeneration cutting (clear cutting) should be placed on posts, not on trees. Informational signs and or posters will be installed by the County during logging operations adjacent to the trail to explain the management activities.

- b. Interpretation.

Interpretation along the Trail can include the full range of glacial, natural, and cultural features as well as resource management activities. Local efforts to develop and place interpretive signs are encouraged to add an educational element to the Trail experience.

The NPS will coordinate the preparation of an overall interpretive plan and its implementation, where the trail has been certified as National Scenic Trail. This will not preclude other efforts by local interests.

7. Visitor Management

- a. Trail uses/activities

The Trail has been primarily designed for hiking. Other non-motorized uses, such as jogging and cross-country skiing, shall be allowed, but the Trail itself has not necessarily been designed and constructed to accommodate such use. Where County authorized snowmobile trails coincide with the Trail, snowmobiling on the Trail will be allowed during the winter season. No snowmobile trail signs are to be removed or altered. Other motorized use shall comply with County Ordinance.

Use of the Trail should be periodically monitored to identify user impacts on the Trail and surrounding

resources. As necessary, user policies relating to the Trail can be revised.

b. Other Trail-Related Uses

- 1) Camping shall be allowed as designated by the County Forest Administrator and County ordinance.
- 2) Hunting shall be allowed along the Trail in accordance with State hunting regulations.
- 3) Fires shall be permitted only in accordance with State laws and local regulations governing open fires.

c. Special Events--Any planned events beyond normal day-to-day use by the public or local Foundation chapter outings must be approved by the County at least 30 days before the event-occurs. Examples of uses which do not need County approval include classroom outings, Foundation-sponsored hikes, and other small outings.

d. Enforcement--Visitor safety and law enforcement problems along trails are minimal. Most violations relate to vandalism of signs and other facilities, and uses that are prohibited. Proper Trail design and maintenance will mitigate most visitor safety and law enforcement problems. The County, at its option, may adopt ordinances relating to the Trail, such as controlling prohibited uses. Visitor safety and law enforcement under general or specific county ordinances will be handled by the county sheriff department or other authorized County employees. Members of the Foundation will report suspected violations or visitor safety issues to the county forest administrator, or in the case of a serious issue, to the county sheriff.

8. Timber Management

a. Aesthetic management principles as described in the DNR *Silviculture and Forest Aesthetics Handbook* will whenever practical be utilized to provide protection of the Trail's scenic values. The Trail should be located, developed, and managed as an integral part of the environments through which it passes. The Trail should introduce users to a range of land management practices. However, when initially determining the location of the Trail, it is important to place it in areas that will present the least management conflicts. The Trail route should generally be designated as a

Class B aesthetic zone. Segments of the Trail will be considered for Class A aesthetic zone designation if they receive or may receive a high level of public use or are located in areas of outstanding natural beauty. Utilization of aesthetic management principles is superior over the long term to formally designated "no cut" zones or purchase of timber rights.

- b. Skid road location and design, tract size and design, time of harvest, species management objectives, etc.

These factors are integrated within the *Silviculture and Forest Aesthetics Handbook* referenced in Item a., above.

- c. Timber sale contract restriction/requirements.

Contracts should include requirements to keep the Trail open and clear during, and to restore as needed after, management operations. Provisions that should be included in contracts are:

- 1) Slash shall be removed daily to maintain the Trail in a usable condition.
- 2) Leveling and grading of trail tread if damaged.
- 3) Trail signs that are knocked down, removed, or damaged must be replaced.
- 4) Skidding and/or hauling on the Trail must be approved in advance by the county forest administrator.
- 5) Landings must be approved in advance by the county forest administrator.
- 6) Contractors should be made aware of the importance of aesthetic management practices along the Ice Age Trail.

Copies of sale prospectus, maps, and contracts should be sent to the local management team representatives.

- d. Management practices on significant glacial/natural features.

Gravel extraction should be avoided within sight of the Trail. Where unavoidable, the potential relocation should be referred to the local team.

- e. Periodic use of Trail for logging activities.

The objectives of the Trail are better served if the Trail is located in areas that are not, and are not likely to be, used as main haul roads for logging.

However, the scenic, glacial, or special features or other considerations may sometimes argue for locating the trail where timber sales and/or logging roads are or would be located. Old logging roads make good trails, if they are along otherwise scenic and desirable routes, because they are more easily maintained as "open". In addition, logging roads are often used only on a periodic basis, sometimes going years without any logging activity. If the Trail is located on a logging road which is actively used, appropriate signing will be installed by the County informing Trail users of truck traffic.

9. Fees--No fees may be required for use of the Trail segments covered by this agreement, even during special events such as Foundation-sponsored events.
10. Annual Trail Status and Planning Report--An annual trail status report, preferably written, shall be made by the Foundation to the County Forestry Committee. The report should cover maintenance and development during the past year, planned developments and activities in the coming year, and any issues or problems.

Article VII - Term of Agreement

This agreement shall continue in effect for 5 years from the date of the last signatory party unless terminated at an earlier date in accordance with Article VIII. At the expiration of this agreement, it may be successively renewed for additional periods of 5 years or less by mutual agreement of all parties after reviewing its benefits.

Article VIII - Termination/Modification

This agreement may be terminated upon 60 days advance written notice given by one party to the others, or it may be terminated earlier by mutual written consent of all parties. Termination of this agreement does not affect any other agreements which the signatory parties may have concerning the Trail. Any modification of the provisions of this agreement, including amendments, deletions, and waivers, shall be valid only when expressed in writing and signed by all parties. No party may assign its responsibilities under this agreement to another agency, organization, individual, corporation, or other body.

Article IX - Supremacy of Written Agreements: Related Agreements

All parties agree that this agreement supersedes any and all oral agreements and negotiations between the signatory parties.

concerning the Trails segments and lands specified herein. Related agreements in force at the time of approval of this agreement include the Memorandum of Understanding between the NPS, DNR, and Foundation.

Article X - Standard Provisions

The obligation of agencies represented by the agreement, to perform the responsibilities specified in this agreement, is contingent upon the necessary funds being available through governmental appropriations or other sources. No legal liability on the part of the agencies to carry out such responsibilities shall arise unless and until funds are available to cover the expenses associated with performing the responsibilities specified herein.

Additional County Provisions

Use of the Chippewa County forest lands covered by and pursuant to this agreement shall at all times be in accord with all statutes, rules, regulations, and, ordinances including, but not limited to, the Chippewa County Forests Ordinance; and including those now in effect and hereafter adopted which govern the use of Chippewa County forest lands.

The Foundation and its employees, members, and associates are independent from and do not constitute employees or agents of the County for any purpose and are not entitled to any rights, privileges, or benefits of County employees except as may be otherwise stated herein.

This agreement does not grant exclusive use of the lands specified herein to the Foundation or any other party. The County forest lands covered by this agreement shall be open to the public at the same times and dates as any other portions of Chippewa County forest lands.

In accordance with the County's affirmative action policy and applicable Federal and State laws, no person shall be excluded from participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, creed, color, sex, age, disability, or national origin.

Should the Foundation at any time have paid employees working on the Trail on County lands, they shall furnish proof to the County on demand of worker's compensation coverage in the form of a Certificate of Insurance indicating such for these individuals. The insurance policy shall contain a provision by which the insurer agrees to notify the County upon any lapse or change in

Ice Age National Scenic Trail • Chippewa County Land Use Agreement

coverage. Failure to satisfy the provisions of this paragraph will result in the voiding of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Agreement as of the last date written below.

/s/ Jama Dahl 4-20-04
Chairman, Chippewa Co. Land, Forest & Parks Comm. Date

/s/ Christine Husted White 12/6/04
Executive Director, Ice Age Park and Trail Fdn., Inc. Date

/s/ Scott Ascutt 12/2/04
Secretary, Wisconsin Dept. of Natural Resources Date

/s/ Thomas L. Gilbert 12/7/04
Superintendent, Ice Age National Scenic Trail, NPS Date

ADDENDUM

Local Management Team Members and Contact Information

County Forest Administrator

Doyle Richards (715) 726-7881
711 N. Bridge Street #104
Chippewa Falls, WI 54729
drichards@co.chippewa.wi.us

County Forester

Dave Staudacher (715) 738-2599
711 N. Bridge Street
Chippewa Falls, WI 54729
dstaudacher@co.chippewa.wi.us

County Forest and Parks Committee Chair

Dolores Price (715) 667-3638
7392 290th Street
Boyd, WI 54726
mudhen@ecol.net

Chippewa Moraine Chapter Coordinator, IAPTF

Richard Smith (715) 967-2164
27200 145th Street
New Auburn, WI 54757
rbsmith@mac.com

NW Field Coordinator, IAPTF

Nancy Frank (715) 455-1672
E3602 1450th Avenue
Ridgeland, WI 54763
nancy@iceagetrail.org

DNR Regional Park, Trail and Recreation Mgr.

Jean Rygiel (715) 839-1607
P.O. Box 4001
Eau Claire, WI 54702
Jean.Rygiel@dnr.state.wi.us

DNR Liaison Forester

Brian Marinello (715) 726-7885
711 N. Bridge Street
Chippewa Falls, WI 54729
marinb@dnr.state.wi.us

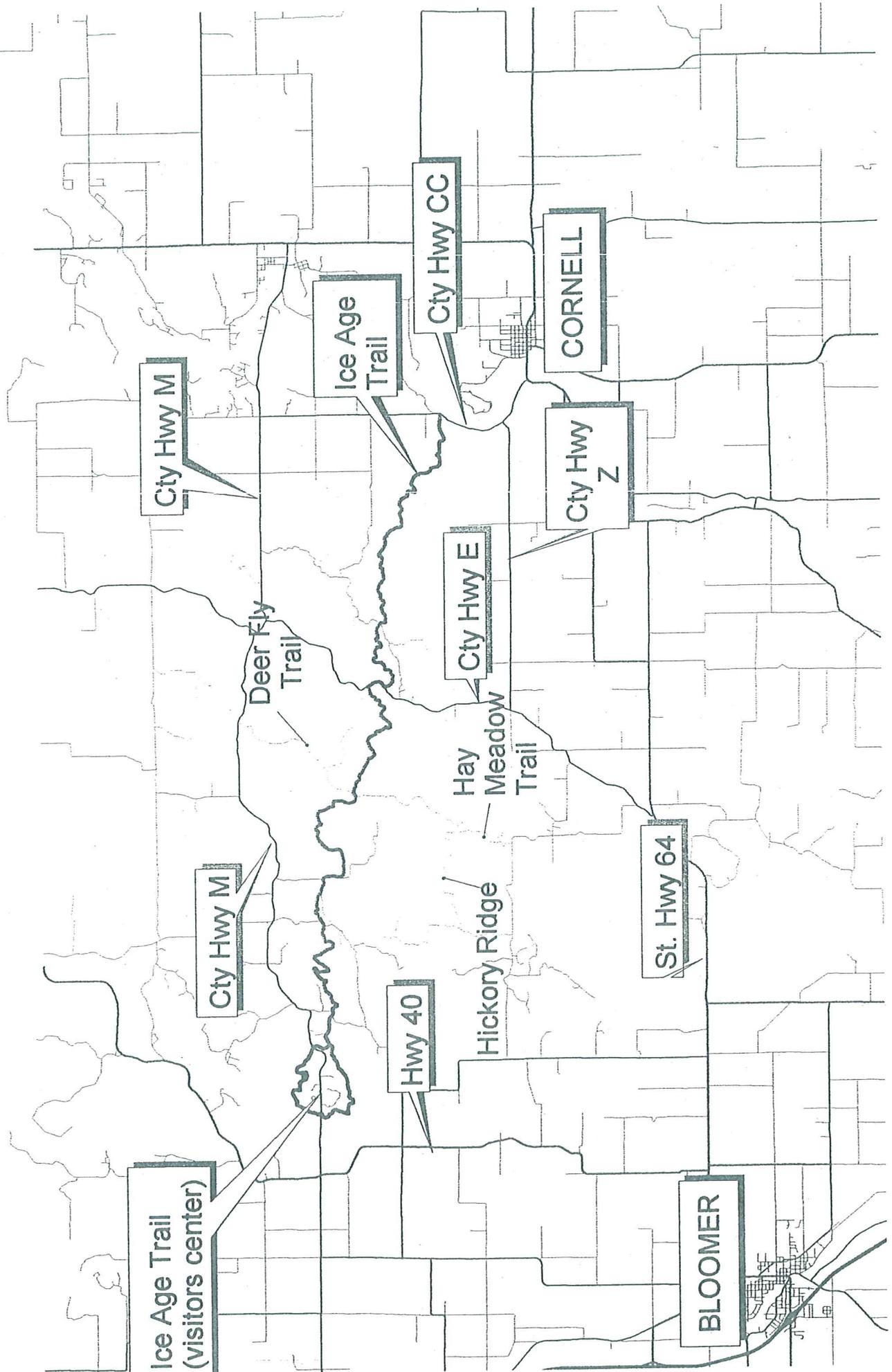
NPS Ice Age Trail Manager

Pam Schuler (608) 441-5610
700 Ray-O-Vac Drive Ste. 100
Madison, WI 53711
Pam_Schuler@nps.gov

Trail Consultant

Adam Cahow (715) 835-9324
1511 Cty Rd. F
Eau Claire, WI 54703

ICE AGE TRAIL
Chippewa County Segment



CHIPPEWA COUNTY SNOWMOBILE TRAIL MAINTENANCE AGREEMENT

AGREEMENT made this date by and between Chippewa County, Wisconsin, by its Forest and Parks Committee, hereinafter called County, and the Chippewa Valley Snowmobile Organization, Inc., a Wisconsin Corporation, hereinafter known as Contractor.

RECITAL

Chippewa County has within its boundaries snowmobile trails for public recreational use. The County receives funding from the State of Wisconsin for the maintenance of these trails. The Chippewa Valley Snowmobile Organization, Inc. is a corporation consisting of various snowmobile clubs of Chippewa County who have manifested an interest in the safe and proper maintenance of said trails.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

1. TRAILS TO BE MAINTAINED. The Contractor will maintain and groom all state funded trails in the County as approved by the Department of Natural Resources and Chippewa County during the term of this Agreement. All trail maintenance is to be done on a "need" basis to keep the trails in good snowmobiling condition with emphasis upon peak use areas and peak time period of use.

2. WINTER MAINTENANCE. It is understood and agreed winter grooming shall commence as soon as sufficient snow provides. Contractor agrees to groom subject trails at least once per week, or if trail use may demand, more frequent grooming if the snow conditions warrant it. Contractor further agrees to remove all litter encountered during dragging and grooming operations. The minimum width to be groomed shall be eight feet (8) and maximum width to be groomed shall be twelve feet (12). It is further understood and agreed that in the event adverse weather conditions prevail where said conditions may cause a hazard to said Contractor, where it is unsafe or impossible to move equipment, this does not constitute a written notice of unsatisfactory performance, but said Contractor must groom said trails as soon as weather conditions warrant it. Contractor agrees to erect, replace and maintain all signs necessary to comply with Wisconsin Statutes, the Wisconsin Administrative Code and regulations and guidelines promulgated by the Wisconsin Department of Natural Resources.

3. SPRING MAINTENANCE. Contractor agrees to:

Remove all signs in the County Forest and all signs on private land where they may interfere with land use, at the end of the snowmobile season and no later than April 15 of each spring; and maintain and repair all gates on private lands pertaining to snowmobile trails only; and make sure all gates are closed after the snowmobile season and all litter is removed by April 15.

4. SUMMER AND FALL MAINTENANCE. Contractor agrees to perform all brushing, mowing, dragging, litter removal, clean up of windfalls, bulldozing or trail leveling necessary during the summer and fall season to prepare the trail to meet the specifications established by the Wisconsin Department of Natural Resources in order to qualify the trail for winter use except that mowing, bulldozing, and or culvert replacement on County Forest land, and or bridge maintenance and repair on the "Old Abe Trail Corridor; from Jim Falls to Cornell, shall be shall be the responsibility of the County. Contractor also agrees to:

Relocate portions of the trail system as may be necessary in order to maintain a continuous trail system and to do same in a manner so as to comply with rules and regulations for trail development as established by the Wisconsin Department of Natural Resources and Wisconsin Administrative Code. Maintain all bridges constructed along the trail system specifically for snowmobiling in a safe condition and in accordance with all rules and regulations of the Department of Natural Resources and Wisconsin Administrative Code.

The County retains the right to close the trail to any and all snowmobile use if the County determines conditions are not suitable for snowmobiling. The County shall notify the Contractor when the trail is closed to snowmobiling. The Contractor shall suspend all grooming operations during any closures.

The Contractor agrees to obtain all land use agreements with private landowners upon lands which the snowmobile trails crosses and to provide the County with a signed statement by December 1 of each year certifying that all written or verbal land use agreements have been obtained and are in force.

5. PERIOD OF AGREEMENT. The agreement shall be in full force and effect commencing the 1st day of June, 2006, and ending the 30th day of June, 2008, subject to the right of the County to terminate as hereinafter provided.

6. TERMINATION OF AGREEMENT. It is further understood and agreed that the County has the right to terminate this contract at any time, provided that performance of trail maintenance is unsatisfactory to the Land, Forest, Lakes, Parks and Conservation Committee; provided further, that this contract may not be terminated before at least two written notices of unsatisfactory performance of trail maintenance is given Contractor which notice, or notices, shall notify Contractor that his performance has been unsatisfactory. It is further understood after a written notice has been issued, said Contractor and Committee shall meet within 48 hours to negotiate grievances. It is further understood if said agreement is terminated, said Contractor shall submit a request for payment for all services performed prior to the date of termination of this agreement.

7. PAYMENT PROVISIONS. The Contractor shall be paid according to the schedule attached hereto known as Appendix A. Accordingly, the rates may change during any time of this agreement depending upon the state payment. The Contractor may request periodic payment and the payment will be made by the County based upon the proper submission of billings and invoices. The County may request billings be submitted on specific forms it provides. The Contractor agrees to maintain an adequate set of records for the County so the County may verify the work and times performed. It is understood and agreed that the rate set forth on Appendix A will vary from season to season to correspond to current reimbursement rates for labor and equipment as established by the Wisconsin Department of Natural Resources. The Contractor shall be bound to receive any and all funds as approved and made available by the State of Wisconsin for trail maintenance except as follows:

1. The County may withhold the dollar amount necessary to purchase County liability insurance for the snowmobile trails.
2. The County may elect to retain up to \$2,500.00 of the funds made available by the State to cover administrative and trail maintenance expenses the County incurs.

The County's obligation to Contractor is limited solely to the amount of monies eligible to be received from the State of Wisconsin for snowmobile trail maintenance except \$2,500.00 and the dollar amount required to purchase County liability insurance for the snowmobile trails.

The Contractor agrees that in the event any payment made to them is disallowed for reimbursement by the Wisconsin Department of Natural Resources to the County that the Contractor will in turn reimburse the County for said amount.

7. PROPERTY DAMAGE. The Contractor shall exercise all due diligence and take all reasonable and necessary precautions to prevent any damage to Chippewa County property or injury to any individual within Chippewa County property that the Contractor is involved with in the maintenance of the Chippewa County snowmobile trails.

The Contractor shall repair any damage done to the County's property. Any damage caused by this contract during the performance of the work, whether intentional or not, shall be repaired at no cost to the County. This also includes any damage done to the adjacent property, if any. All property damage is to be repaired no later than the 1st day of May of the following year.

9. INSURANCE. Contractor shall not commence work under this contract until he has obtained at his expense all insurance required. Contractor shall carry the following liability insurance with the minimum amounts as stated.

General liability

- A. Bodily injury: \$2,000,000 on each person
 \$2,000,000 on each accident
- B. Property Damage: \$100,000 on each accident
- C. Medical Expenses: \$5,000

Certificates for the liability insurance shall contain a written provision that the policies will not be canceled or in any way reduced or changed in coverage without giving 15 days prior notice to the County by registered mail.

No work shall be started on the contract until insurance policies have been filed and approved. In addition to liability insurance, the Contractor shall maintain collision and comprehensive insurance coverage.

10. LIABILITY AND INDEPENDENT CONTRACTOR STATUS. It is further understood and agreed that both parties to this contract acknowledge that all work done pursuant to this contract by Contractor is done so by him as an independent contractor and not as an employee of the County. The County does not have any authority to direct the hours of work nor to direct who is to work, or where or when; it is hereby further acknowledged by both parties hereto that the County shall not be liable in any way for Workmen's Compensation or Unemployment Insurance or for vacation, vacation pay, or Social Security. It is further acknowledged by both parties hereto that the County shall not be liable for damages sustained as a result of any claims arising from the Contractor's

operation or any of its employees while they are performing work under this contract or the County shall not be liable for damage to property, whether private or public, done by Contractor while maintaining trails under the contract.

The Contractor agrees to hold the County harmless from any and all claims that may arise due to the negligence of any agents or employees of the Contractor while engaged in this snowmobile trail maintenance agreement or with respect to any property damaged.

11. ASSIGNMENT OF INTEREST. No rights or obligations under this contract may be assigned without consent of the County.

12. WORKMEN'S COMPENSATION. If Workmen's Compensation is required by law, the Council agrees that it will provide same.

Dated this ___ day of _____, 20 __.

WITNESSES:

CHIPPEWA COUNTY, WISCONSIN

BY _____ (seal)

Land, Forest and Parks Committee

Dated this ___ day of _____, 20 __.

WITNESSES:

CHIPPEWA COUNTY SNOWMOBILE, COUNCIL, INC.

BY _____ (seal)

BY _____ (seal)