

## LAND USE AGREEMENT

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Bayfield County Forestry hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ hereinafter called the Permittee, to enter upon and use the following described area located as described in paragraph 18 of this Land Use Agreement. in Bayfield County, Wisconsin, for the purpose of \_\_\_\_\_

In order to accomplish this purpose the Permittee intends to place or construct the following items on the above described land: \_\_\_\_\_

This agreement shall be in effect for \_\_\_\_\_ commencing the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a rental fee of \_\_\_\_\_

\_\_\_\_\_. Payment for the above use will be made according to the following schedule: \_\_\_\_\_

It is understood by the owner and the Permittee that this agreement is subject to the following conditions:

1. The owner may terminate this agreement by written notice, if the continued use of this land by the Permittee will interfere with present or future management objectives of the owner for the above described area.
2. This agreement is nontransferable.
3. Prior to the effective date of this agreement, the Permittee shall submit for approval to the Owner a plan describing the intended placement and construction of any items on the subject lands. No deviation from this plan shall be allowed except with the approval of the Owner.
4. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner.
5. No cutting or trimming of trees shall be done unless approved by the Owner.
6. All signs, postings, and other markers shall be approved by the owner.
7. The Permittee shall maintain the area under this agreement in a safe condition at all times.
8. The Permittee agrees to protect, indemnify and save harmless the Owner, its agents and employees, from and against any and 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 described land and from the maintenance or use of the described land.
9. The Permittee shall not permit grazing on the subject property.
10. This agreement does not give the Permittee, its members or agents, any rights pertaining to hunting, fishing or trapping: and the rights remain under the control of the State of Wisconsin.
11. The Permittee shall not unnecessarily disturb or molest wildlife or wildlife habitat.
12. The area covered by this agreement is open for use to all members of the general public without regard to race, religion, color, sex or national origin.
13. Any and all disputes arising under the terms and conditions of this agreement shall be settled by arbitration in accordance with Chapter 298 of the Wisconsin Statutes.

14. In connection with the performance of any work under the agreement the Permittee agrees not to discriminate against any employee or applicant for employment because of age handicap, physical condition, developmental disability, race, religion, sex, color or national origin, regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Permittee agrees to take affirmative action to ensure equal employment opportunities for persons with physical disabilities.
15. The Permittee agrees to purchase at least 55% of all forest products received at this location that have originated from Bayfield County Forest Lands on an annual basis.
16. Restoration of the area will be provided to the satisfaction of Bayfield County upon termination of this agreement.
17. A surety bond, letter of credit or \$200.00 cash is provided to guarantee restoration.
18. The area covered by this agreement is:
  
19. Additional conditions specifically pertinent to this agreed land use will be valid if enumerated in the space provided between this condition and the closing signature. Every such addition will be initialed by the Permittee and the Owner.

Bayfield County Forestry Department

By: \_\_\_\_\_

Paul Lundberg, Forest Administrator

Permittee: \_\_\_\_\_

Midwest Forest Products Co.