STATE OF WISCONSIN
Department of Natural Resources
Box 7921
Madison, WI 53707

LAND USE AGREEMENT
Section 23.09(2), Wis. Stats.
Form 2200-118

THIS LAND USE AGREEMENT, (hereinafter referred to as “Agreement”) made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as “Owner”), and the Town of Rib Mountain, (hereinafter referred to as “Permittee”).

RECITALS

WHEREAS, this Agreement is to enter upon and use the following described property in Marathon County, Wisconsin, more fully described in the attached Exhibit “A” (hereinafter referred to as the “Premises”) for the purpose of allowing a public recreational trail use;

WHEREAS, in order to accomplish this purpose the Permittee intends to construct and maintain the following items on the Premises: a wooded boardwalk in wetland conditions and in the uplands a wooded chip trail approximately 15 feet in width as more fully depicted on the attached Exhibit “B” and are also made a part of this Agreement;

WHEREAS, the initial construction on this trail was completed in 2015 and only minimum maintenance to keep the trail stable is expected during this term (wood chips or replacing of some boardwalk boards) as this trail goes through wetlands. The Permittee will incur all costs of maintenance. New construction would need to be approved in writing by the Owner through the Rib Mountain State Park Manager and may require a new agreement.

WHEREAS, this Agreement shall be in effect for a 15-year period commencing the 1st day of February, 2017 and ending the 31st day of January, 2032, for the mutual benefit of the general public through state or town recreational users. This Agreement may be renewed for additional period by mutual consent of the Owner and Permittee;

NOW, THEREFORE, for good and valuable consideration, the Owner hereby grants to the Permittee this non-exclusive agreement.

It is understood by the Department and the Permittee that this Agreement is subject to the following conditions:

1. The Department and the Permittee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

2. The Owner may terminate this Agreement by written notice if the continued use of the Premises by the Permittee will interfere with present or future management objectives of the Owner for the Premises, or the Permittee breaches any terms or condition contained in this Agreement.

3. Neither this Agreement nor any right or duty in whole or in part by the Permittee under this Agreement may be assigned, delegated or subcontracted without the prior written consent of the Owner.
4. 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 Premises. No deviations from this plan shall be allowed except with the prior written approval of the Owner. Within 10 days after the termination of this Agreement, the Permittee shall remove all structures placed on the Premises. If the Permittee’s structures remain on the Premises after 10 days, (1) title to the structure(s) shall vest in the Owner or (2) the Owner may remove and dispose of the structure(s) and the Permittee shall be responsible for all costs thereof. This Agreement is contingent upon the owner’s approval of the plan.

5. No cutting or trimming of trees shall be done unless approved by the Owner. If tree cutting is authorized by the Owner, all stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner.

6. All signs, postings and other markers must receive written approval be approved by the Owner prior to placement.

7. The Permittee shall maintain the Premises in a safe condition at all times. The Permittee understands that the Premises is open to the public.

8. The Permittee agrees to save, keep harmless, defend and indemnify the Owner and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Agreement or omissions of Permittee's employees, agents or representatives.

9. The Premises is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.

10. In connection with the performance of work under this Agreement, the Permittee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Permittee further agrees to take affirmative action to ensure equal employment opportunities. The Permittee agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. Agreements estimated to be ten thousand dollars ($10,000) or more require the submission of a written affirmative action plan. Permittees with an annual work force of less than ten employees are exempted from this requirement.

11. This Agreement, together with the specifications in the required plan and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions shall be made by an amendment to this Agreement or other written documentation, signed by the Owner and the Permittee at least 30 days prior to the ending date of this Agreement.
12. The terms Owner and Permittee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this Agreement shall bind the Owner and the Permittee mutually, their heirs and personal representatives.

13. All notices to either the Owner or the Permittee shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address or in the alternative to the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party. The Owner's DNR representative is Rib Mountain State Park Property Manager, at 4200 Park Road, Wausau, WI. 54401 at (715) 842-2522. The Permittee's Town of Rib Mountain representative is Administrator, at 3700 N. Mountain Rd., Wausau, WI. 54401 at (715) 842-0983.

14. If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. It is intended that this Agreement shall be construed as being an adequate and legally enforceable Agreement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

16. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

17. Additional conditions specifically pertinent to this Agreement will be valid if enumerated in the space below:
   A. Permittee is responsible for consulting with and obtaining any required permits, approval or certifications from the Owner as required for trail impacts to wetland areas with use of boardwalks or any other activity contemplated by this project and allowed by this Agreement.

END OF CONDITIONS
IN WITNESS WHEREOF, the Owner grants this agreement and has caused this instrument to be executed on its behalf this 25th day of March, 2017.

State of Wisconsin
Department of Natural Resources
For the Secretary

By __________________________ (SEAL)
Terry H. Bay, Facilities and Lands Bureau Director

State of Wisconsin
County of Dane

Personally came before me this 25th day of March, 2017, the above named Terry H. Bay, Facilities and Lands Bureau Director State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

______________________________
Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)
11/10/20
IN WITNESS WHEREOF, the Permitee hereby accepts and consents to the terms and conditions of this agreement this 22\textsuperscript{nd} day \textsuperscript{}\textsuperscript{February}, 2017.

Town of Rib Mountain

By Allen F. Opall, Chairman

State of Wisconsin

County of Marathon

Personally came before me this 22\textsuperscript{nd} day of \textsuperscript{}\textsuperscript{February}, 2017, the above named Allen F. Opall to me known to be the person who executed the foregoing instrument and acknowledged that they executed and delivered the same.

(Type/print)

Notary Public, State of Wisconsin
My Commission (expires)(is) 5-24-2020.

This instrument drafted by:
State of Wisconsin
Department of Natural Resources
EXHIBIT “A”
LEGAL DESCRIPTION

A public pedestrian trail, on the Owner’s property located within Rib Mountain State Park as described below to be constructed and maintained by the Town of Rib Mountain with said trail location being a part of the SW¼ of the SE¼, Section 15, Township 28 North, Range 7 East, Rib Mountain Township, Marathon County, Wisconsin, and is described as a 15 foot wide strip of land, the centerline of which is described as follows:

Said trail is part of the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin,

Said trail is described as a Fifteen (15) feet wide strip of land, the centerline of which is described as follows:

Commencing at the southeast corner of Section 15, Town 28 North, Range 7 East; Thence N89°14'37"W, 2632.26 feet to the south quarter corner of said Section 15; Thence N00°08'31"W, 842.42 feet along the east line of Outlot 1 of CSM 6979 and the west line of the Southwest 1/4 of the Southeast 1/4 of Section 15 to the beginning of the centerline of said trail; Thence N62°59'25"E, 64.04 feet;
Thence N52°23'50"E, 83.12 feet;
Thence N71°23'09"E, 22.02 feet;
Thence N41°33'57"E, 36.05 feet to the beginning of a curve deflecting to the right;
Thence 8.23 feet along said curve having a chord bearing N53°21'18"E, 8.17 feet and a radius of 20.00 feet;
Thence N65°08'40"E, 65.89 feet;
Thence N77°57'58"E, 56.15 feet;
Thence N80°50'05"E, 119.49 feet;
Thence S86°02'45"E, 27.99 feet to the beginning of a curve deflecting to the left;
Thence 28.98 feet along said curve having a chord bearing N47°49'44"E, 25.95 feet and a radius of 18.00 feet;
Thence N01°42'12"E, 19.78 feet to the beginning of a curve deflecting to the right;
Thence 8.83 feet along said curve having a chord bearing N06°45'37"E, 8.81 feet and a radius of 50.00 feet;
Thence N11°49'01"E, 71.12 feet to the beginning of a curve deflecting to the right;
Thence 23.32 feet along said curve having a chord bearing N25°10'36"E, 23.11 feet and a radius of 50.00 feet;
Thence N38°32'12"E, 148.30 feet to the beginning of a curve deflecting to the right;
Thence 28.04 feet along said curve having a chord bearing N78°42'11"E, 25.80 feet and a radius of 20.00 feet;
Thence S61°07'50"E, 94.35 feet to the beginning of a curve deflecting to the left;
Thence 28.57 feet along said curve having a chord bearing S69°18'56"E, 28.47 feet and a radius of 100.00 feet;
Thence S77°30'02"E, 50.36 feet to the beginning of a curve deflecting to the left;  
Thence 33.90 feet along said curve having a chord bearing S87°12'48"E, 33.74 feet and a radius of 100.00 feet;  
Thence N83°04'26"E, 24.15 feet to the beginning of a curve deflecting to the right;  
Thence 34.23 feet along said curve having a chord bearing S81°50'15"E, 33.84 feet and a radius of 65.00 feet to a point of reverse curve;  
Thence 22.19 feet along said curve having a chord bearing S87°56'20"E, 21.69 feet and a radius of 30.00 feet;  
Thence N70°52'16"E, 43.92 feet to the beginning of a curve deflecting to the right;  
Thence 45.14 feet along said curve having a chord bearing N83°48'14"E, 44.76 feet and a radius of 100.00 feet;  
Thence S83°15'48"E, 10.66 feet to the west line of Lot 1 of CSM 11719 and the end of the centerline of said trail.