

# General Service Agreement Development of Forest Management Plan

### **CONSULTING FORESTER:**

Tom Hill

Tom Hill Forestry LLC

706 Prairie Hills Drive <a href="mailto:thompsonh.hill@gmail.com">thompsonh.hill@gmail.com</a>

Dodgeville, WI 53533 (608) 574-7446

### **LANDOWNER:**

Sauk County Land Resources and Environment Department

Attn: Cassandra Fowler

505 Broadway

Baraboo, Wisconsin 53913

Phone: (608)355-4832 Fax: (608)355-3292 Email: Cassandra.fowler@saukcountywi.gov

LEGAL DESCRIPTION: T12N R04E Section 33 NeNe, SeNe, SwNe, Reedsburg Twn, Sauk County

T12N R04E Section 34 SwNw, NwSw, NeSw, Reedsburg Twn, Sauk County

T12N R04E Section 28 NeSe, Reedsburg Twn, Sauk County

### **PARTIES:**

The Landowner is of the opinion that the Consulting Forester has the necessary qualifications, experience and abilities to provide services to the Landowner. The Landowner is the holder of the timber interest and has the authority to enter into an agreement for services.

The Consulting Forester is agreeable to providing services to the Landowner on the terms and conditions set out in this agreement. The Consulting Forester will act solely as the agent of the landowner and will conduct services in a reasonable time period, working efficiently to hold costs to a reasonable level. The Consulting Forester will comply with all federal, state, and local laws.

This agreement is entered into by and between the above-named landowner(s) and the consulting forester to provide the following forestry services on the above property FOR AND IN CONSIDERATION of the following terms and conditions:

### **Services Provided for Development of Forest Management Plan**

1. Cruise property to inventory vegetation (timber types, volume estimates, etc..) and abiotic attributes of the property.

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2. Develop a Forest Stewardship Plan that meets the landowner's goals and the requirements of Wisconsin DNR Forest Stewardship plan. Including detailed map with stand information, practices and recommendations for 25 years.

# **Standard of Care**

The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

### The Landowner agrees to:

- 1. Verify that the Forester has correctly identified the property the Landowner wants included in the forest stewardship plan.
- Grant the Forester permission to obtain information from the Wisconsin Department of Natural Resources regarding the property's threatened and endangered resources, archeological and historic sites.
- 3. Make payment, upon completion, to the Forester for services provided, including
  - Forest Stewardship Plan: \$2460 (development of 120 acres +/- forest stewardship plan).

# Terms of Agreement

- 1. The terms of this Agreement will commence upon signing by both parties and continue until June 1, 2023. During this period all performances as described in this agreement shall be fully completed to the satisfaction of Sauk County Land Resources and Environment Department, subject to early termination as below or may be extended by mutual written agreement of the parties.
- 2. In the event that either party breaches a material provision under this Agreement, the non-defaulting party may terminate this Agreement.

# Compensation

1. The Compensation will be payable upon completion of the Services.

If this agreement is terminated without adequate cause, all work that has been done will be subject to an hourly fee of seventy dollars (\$70) per hour.

SIGNATURES:		
Landowner	Date	
Tom Hill	12/9/2022	
Tom Hill (Forester)	Date	
Tom Hill Forestry LLC		