

This permit made this 8th day of November, 2019, by and between the Wisconsin Department of Natural Resources, hereinafter referred to as Department and Sauk County Parks Department, hereinafter referred to as Permittee. Whereas, the Department is the owner of the following described real estate located in the County of Sauk, State of Wisconsin, to-wit:

Lower Wisconsin River

Town of Spring Green, T8N, R4E

Section 19: that portion between Old River Road and STH 23

Cady's Marsh NA

Town of Reedsburg, T12N, R4E

Section 13: the easterly and northerly lines of the East ½ of the NW ¼

Dell Creek Wildlife Area

Town of Dellona, T13N, R5E

Sections 27 and 34,

See attached map

And whereas, the Permittee is desirous of constructing, operating and maintaining a snowmobile trail over and across the above-described property:

Now therefore, the Department for and in consideration of the covenants and conditions hereinafter set forth does hereby authorize the Permittee to construct, operate and maintain a snowmobile trail over and across

the heretofore-described property for a period of time commencing on the 8th day of November, 2019, and ending on the 31st day of October, 2022.

The Permittee agrees to protect, indemnify and save harmless the Department, its agents and employees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damages to any property or bodily injury to any person whatsoever, that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands, and the Permittee shall defend the Department in any such action or claim.

If the Permittee is not a municipality, snowmobile club, or non-profit organization the following clause shall apply: The Permittee shall provide general liability insurance including blanket contractual liability insurance to be effective as of the date of execution of this permit. The insurance shall be in the amount of \$300,000 single limit per occurrence including coverage of \$300,000 for bodily injury, including death, and \$50,000 property damage. The Permittee shall furnish the Department with a certificate of insurance showing that the insurance is provided during the period of this permit and that notice of any cancellation is sent immediately to the Department. This permit is conditioned upon the Department's approval of the insurance policy.

The Permittee is responsible for constructing, signing and maintaining the trail on the above-described property in conformance with the standards defined in Section NR 50.03(19), Wisconsin Administrative code and outlined in Section NR 50.09(4)(c)(3) and Section NR 50.09(4)(d), Wisconsin Administrative Code. The Permittee shall be responsible for the removal of all trail signs and the trail sign posts that have been abandoned, damaged or replaced.

The Permittee shall construct the trail to the following specifications:

- a. Minimum graded width for one-way trails is 6 feet and maximum 8 feet.
- b. Minimum graded width for 2-way trails is 10 feet and maximum 12 feet.
- c. Minimum turning radius is 25 feet.
- d. A height of 10 feet above the trail will be cleared.
- e. Sustained grades and slopes will be a maximum of 25%.

The Permittee shall notify the Department's property manager of its intention to undertake construction of the snowmobile trail at least five days prior to the commencement of construction.

The operation of snowmobiles on the above-described property shall be in conformance with Chapter 350, Wis. Stats.

The Permittee shall not disturb or molest wildlife or wildlife habitat.

The Permittee shall dispose of all stumps, slash, waste materials and other debris as directed by the Department.

The Permittee may not cut or trim trees without the prior written approval of the Department.

The Permittee shall maintain the trail in a safe condition at all times.

The Permittee shall be responsible for the removal of all trail signs and the trail sign posts that have been abandoned, damaged or replaced.

The Permittee shall reimburse the Department for any unauthorized property damage to the land of the Department that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands.

The permit does not give the Permittee, its members or agents, any rights pertaining to hunting or trapping.

This permit is not transferable.

The trail shall be open for use to all members of the general public without regard to age, ancestry, race, creed, religion, marital status, color, handicap, sex, sexual orientation, physical condition, national origin or arrest and conviction record.

The Department may extend this permit on the same terms and conditions for successive periods of one (1) year by serving written notice of its election to so extend on the Permittee at least 30 days prior to expiration date heretofore stated.

The Department may terminate this permit upon the Permittee's breach of any or all the terms and conditions contained herein, or if the Department determines that the continuance of this permit interferes with the present and future management objectives of the above Department property.

In witness whereof, the parties hereto have set their hands this 8th day of November, 2019.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Street or Route

\_\_\_\_\_  
City, State, Zip Code

By 

Date 11-8-19

This instrument was drafted by the  
State of Wisconsin  
Department of Natural Resources