

State of Wisconsin  
Department of Natural Resources  
Box 7921  
Madison, WI 53707

**LAND USE AGREEMENT  
(5 Year and Under)**

Section 23.09(2)(h), Wis. Stats.  
Form 2200-118c  
Rev. 03/2025

**THIS LAND USE AGREEMENT** (Agreement) is made by and between the State of Wisconsin Department of Natural Resources (Owner) and Sauk County (Permittee).

**RECITALS**

**WHEREAS**, the Owner owns certain real property located in Devil's Lake State Park (Park) in the **SE ¼ of the NE ¼ of Section 14, and SW ¼ of NW ¼, NW ¼ of SW ¼, and NE ¼ of SW ¼ of Section 13, and SE ¼ of the SE ¼ of Section 24, T. 11 N., R. 6 E., Town of Baraboo, and the SW ¼ of the SE ¼, SE ¼ of the SW ¼, and SW ¼ of the SW ¼ of Section 19 and the SE ¼ of the SE ¼, NE ¼ of the SE ¼, NW ¼ of the SE ¼, SW ¼ of the NE ¼, SE ¼ of the NW ¼, SW ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 29 and the NE ¼ of the NE ¼, NW ¼ of the NE ¼, NE ¼ of the NW ¼, NW ¼ of the NW ¼ of Section 30, T. 11 N., R. 7 E., Town of Merrimac, Sauk County, Wisconsin**, that is further depicted on the attached Exhibit A and referred to in this Agreement as the Premises;

**WHEREAS**, the Permittee desires to design and construct a new segment of the Great Sauk State Trail (Trail) on the Premises; and the Permittee shall develop the Trail to connect to the North Shore and South Shore Day Use Areas at the Park following the approximate trail alignment as shown in Exhibit A.

**WHEREAS**, the Trail shall have a paved asphalt surface with possible boardwalk sections, bridges, culverts or other trail infrastructure that is suitable for bicyclists, in-line skaters, walkers and joggers, consistent with the recreational uses that are allowed on existing segments of the Trail located outside of the Park.

**WHEREAS**, the Owner is willing to allow the design and construction of the Trail on the Premises under the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration of mutual benefit, the sufficiency of which are hereby acknowledged, the Owner and Permittee agree to the following terms and conditions:

1. **Purpose.** Owner agrees that Permittee may design and construct the Trail located on the Premises.
2. **Parties.** The terms Owner and Permittee, when used herein, shall mean either singular or plural, as the case may be, and the provisions of this Land Use Agreement shall bind the parties mutually, as well as their employees, agents and legal representatives.
3. **Term.** This Agreement shall be in effect for a five (5) year period commencing on the date of execution of this Agreement and terminating five (5) years after.

Recording Area

Return: Department of Natural Resources  
Bureau of Facilities & Land - LF/6  
P.O. Box 7921  
Madison, WI 53707-7921  
(LaTS:)

Parcel Identification Number (PIN):

4. **Termination.** The Owner may terminate this Agreement by providing 30 days' written notice to Permittee if the Owner determines that the continued use of the Premises by the Permittee will interfere with the future management objectives of the Owner. If the Owner determines that Permittee breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately.
5. **Non-Assignment.** 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.
6. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.
7. **No Parking or Storage.** The Permittee shall not park or store any vehicles or equipment on the Premises at any time unless prior written approval is obtained from Owner.
8. **Construction.** The Permittee has or shall submit for approval to the Owner a plan describing the intended placement or construction of any items on the Premises. No deviations from this approved plan shall be allowed except with the prior written approval of the Owner. Within ten (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 property more than 10 days after termination, (1) title to the structure(s) shall vest in the Owner, or (2) the Owner may remove the structure and the Permittee shall reimburse Owner for all removal costs within thirty (30) days of billing.
9. **Signage.** Any signs, postings and other markers proposed by Permittee to be located on the Premises shall be approved by the Owner prior to placement.
10. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of the Owner, except for dead and down trees that obstruct passage of the Premises may be removed without such written approval. Any trees removed from the Premises remain the property of the Owner. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Owner. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Owner. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Permittee shall report to the Owner at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
11. **Public Use.** The Permittee understands that the Premises are open to the public. The Premises are 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.
12. **Indemnity.** 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 with any actions or omissions of Permittee's employees, agents or representatives.
13. **Prohibitions.** The Permittee shall not allow grazing on the Premises. The Permittee shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.

14. **NR 45 Enforcement.** The Owner retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
15. **Hunting and Fishing.** This Agreement does not give the Permittee, its guests, members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.
16. **Non-Discrimination.**
  - a) In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation 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 contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
  - b) If the Permittee employs 50 or more employees and engages in work on the Premises that is estimated to cost fifty thousand dollars (\$50,000) or more, Permittee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Owner.
17. **Entire Agreement.** This Agreement, together with the specifications in any required plan and its 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 must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement.
18. **Notices.** With the exception of emergency notice provided to the Property Manager, all notices or other writings this Agreement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
  - a) To the Owner: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 South Webster Street, Madison, WI 53707.
  - b) To the Permittee: Sauk County, Director of Land Resources and Environment, 505 Broadway, Baraboo, WI 53913
19. **Invalidity.** 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.
20. **Enforcement.** It is intended that this Agreement shall be construed as being adequate and legally enforceable. 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.

21. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
22. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
23. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:
  - a. Prior to Permittee's use, Permittee and/or Permittee's contractor will provide the Owner with a Certificate of Insurance, demonstrating adequate liability coverage and naming the Owner as an additional insured. Said liability insurance policy shall be in the amount of \$1,000,000 single limit per occurrence including coverage of \$1,000,000.00 for bodily and personal injury and \$50,000 for property damage so that the Owner will be protected from any liability arising out of the performance of Permittee or Permittee's contractor's work under this Agreement.
  - b. If contract price for work under this Agreement exceeds \$150,000 the Permittee's contractor shall furnish a performance bond in an amount equal to 100% of the contract price as security for the faithful performance of the project and also a payment bond in an amount equal to 100% of the contract price or in a penal sum not less than that prescribed by state or local law as security for the payment of all persons performing labor on the work under the contract and furnishing materials in connection with this Agreement. The performance bond and payment bond may be in one or in separate instruments in accordance with state or local law. Before final acceptance, each bond must be approved by the Permittee.
  - c. The Owner grants the Permittee and/or Permittee's contractor access to the Premises for any site investigations necessary for design or construction purposes. The Permittee shall provide notification to the Owner prior to any site investigations.
  - d. The Permittee shall work with the owner on the design and construction plans and provide an updated project timeline routinely throughout the project. The plans shall comply with any applicable standards mandated by state or federal law.
  - e. The Permittee agrees that the project scope for the Trail includes the design and development of both segments going into the South Shore and North Shore Day Use Areas at the Park as depicted in Exhibit A. No deviations from the project scope or dividing the project into smaller phases shall be allowed except with the prior written approval of the Owner.
  - f. The Permittee shall provide the Owner with design and construction updates in writing at least quarterly to the Property Manager throughout the duration of this Agreement.
  - g. The Permittee shall work with the Owner to notify the public of any construction plans and may participate in or conduct public meetings the Owner determines are necessary for the construction of the Trail on the Premises.
  - h. Permittee will be responsible for construction oversight and coordination and will provide opportunity for Owner input.
  - i. The Permittee shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and/or reinstallation, of the trail including, without limitation, zoning, building, health, environmental permits or licenses. The Permittee shall indemnify the Owner against payment of the costs therefore and against any fines or penalties that may be levied for the Permittee's failure to procure or to comply with such permits or licenses, and the Permittee shall pay any remedial costs to cure violations of federal, state, or local laws. The Owner agrees to cooperate with the Permittee in securing any such permits or licenses by providing information and data upon request.
  - j. The Permittee will restore the Premises outside of the Trail to its original condition upon completion of construction.
  - k. The Owner shall work with the Permittee to identify funding sources that Permittee may use for the design and/or construction of the trail.

- l. The Owner agrees to pay up to \$49,500 to Sauk County for construction costs upon receipt of billing from Sauk County. The Owner's obligation is contingent on availability of funds.
- m. An annual meeting or more frequent as necessary between the Permittee and Owner will take place to review design and construction progress or other items needing attention or approvals and to exchange ideas and information for the good of the project.
- n. The Owner and the Permittee may negotiate a future land use agreement for the maintenance of the Trail, which may allow the Permittee to perform major maintenance or replacement of infrastructure including but not limited to bridges, boardwalks, culvert replacements and asphalt resurfacing or replacement. Said future agreement shall be executed upon mutual consent and shall not be unreasonably withheld.
- o. This Agreement shall not be construed as creating a public debt on the part of the Owner in contravention of Article VIII of the Wisconsin Constitution and any and all payments or obligations herein are subject to the availability of future appropriations.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Permittee and Owner hereby accept and consent to the terms and conditions of this Agreement.

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Lisa Wilson, Sauk County Administrator  
\*Permittee

Date

State of Wisconsin  
Department of Natural Resources  
For the Secretary

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Paul Zajackowski, Parks & Recreation District Supervisor  
\* Program Signatory

Date

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Michael LaBissoniere  
\*Real Estate Specialist

Date

\*please print name

**EXHIBIT A: Devil's Lake State Park  
Planned Great Sauk State Trail**

**Legend**

- DNR Managed Land
- PLSS Township
- PLSS Section
- PLSS QQ Section

**Town of Greenfield**

**Town of Merrimac**

**Town of Sumpter**

**Town of Baraboo**

**Devil's Lake**

**South Lake**

**Approximate Trail Alignment**

**Approximate Alternate Alignment**

**South Lake Road**

**Halwed Road**

**County Highway 113**

**US Highway 12**

**Lehman Road**

**Ski Hi Road**

**Burma Road**

**Cottage Grove Road**

**Shore Exit**

**North Shore Road**

**Lakewood Road**

**Old Lake Road**

**State Hwy DL**

**Solum Lane**

**T. 11N. R. 7E.**

**T. 11N. R. 6E.**

**Scale: 0 0.1 0.25 0.5 Miles**

**This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: <https://dnr.wisconsin.gov/legal>.**

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