

Douglas County Wildlife Management Area Lease Agreement

This lease agreement made this 18th day of September 2003, by and between the County of Douglas, Lessor, and the Wisconsin Department of Natural Resources, Lessee:

WITNESSETH: That the Lessor does hereby lease, demise and let unto the said Lessee for the purpose of managing Lessor-owned lands for the maintenance and development of pine barrens habitat to provide public hunting and recreation lands. This area will be called the Douglas County Wildlife Management Area and will include the following descriptions; in Douglas County, Wisconsin:

TOWNSHIP 44 NORTH RANGE 12 WEST

Section 11 NW1/4NE1/4; S1/2NE1/4; SE1/4; S1/2NW1/4; SW1/4

Section 14 SW1/4NE1/4; SE1/4SE1/4; W1/2SE1/4; W1/2NW1/4;
SW1/4

Section 15 NE1/4; E1/2SE1/4; NW1/4SE1/4; S1/2NW1/4; SW1/4

Section 16 NE1/4; SE1/4

Section 21 NE1/4; SE1/4

Section 22 NE1/4; N1/2SE1/4; SW1/4SE1/4; SW1/4

Section 23 E1/2NE1/4; SW1/4NE1/4; W1/2NW1/4; W1/2SW1/4;

Section 24 Part of NW1/4SE1/4 (13.5 acres); Part of SW1/4SE1/4 (23.5 acres); SW1/4

ESTIMATED TOTAL 2,997 ACRES, MORE OR LESS

This lease shall be in effect for twenty-five (25) years, commencing on the date both parties sign this lease. A lease payment will be paid to the Lessor according to the following schedule on or before August 18th of each successive year:

<u>YEARS</u>	<u>RATE PER ACRE</u>	<u>ANNUAL PAYMENT</u>
2003-2007	\$5.00	\$14,985.00
2008-2012	\$5.75	\$17,232.75
2013-2017	\$6.61	\$19,810.17
2018-2022	\$7.60	\$22,777.20
2023-2027	\$8.74	\$26,193.78

This lease will expire on the 18th day of August 2028.

On the described lands and for the purpose of preserving, creating, and improving pine barrens habitat and associated plant and animal communities, the Lessee and the Lessor agree as follows:

A. The Lessee Agrees:

- 1. To pay the initial aforementioned lease payment to the Lessor within 30 days of the effective date of this agreement.**
- 2. To manipulate ground, shrub, and forest vegetation for the maintenance and development of pine barrens habitat on the leased lands. Manipulation of vegetation may include bulldozing, root raking, prescribed burning, herbicide control per Douglas County Ordinance, hand cutting, or mechanical plant control at the discretion of the Lessee.**
- 3. Allow all income derived from the sale of forest products from the leased area through operation approved by the Lessee and the Lessor to accrue solely and in full to the Lessor.**
- 4. To enforce laws pertaining to hunting, fishing, trapping, recreation, or other uses on the leased lands.**
- 5. That Lessor retains the right to operate recreational trails across the leased lands. Use will include, but not be limited to, snowmobile and ATV's with winter use to coincide with trail opening and closing date on other State Funded trails in Douglas County. The Lessor further retains the right to operate the Wild Rivers Trail in Section 11, T44N, R12W as a year round multiple use trail. The Lessee will be permitted to regulate off-trail use.**
- 6. The Lessee agrees to work with the Lessor to establish, designate, and publicize horse trails on the property. Horse trail designation shall comply with existing Lessee criteria for horse trails on State property. The Lessor acknowledges that horse trail establishment and use shall not interfere with or alter the primary purpose and uses of the property.**
- 7. To sign and inform the public of regulations on the leased lands.**
- 8. To allow the Lessor to retain and to manage its mineral rights and other rights not elsewhere described in the lease agreement consistent with paragraph 4 of C., General Provisions.**
- 9. To permit the Lessor to terminate this lease in the event any portion of the lease payment is not tendered or conditions of the lease are not adhered to. Lessor will provide written notice to the Department's property manager within 30 days of the breach of conditions. The Lessee will have 60 days to cure said breach of conditions.**
- 10. To provide the Lessor with an annual report on the management activities, sharptailed grouse population estimates, and other information that summarizes the activities that occur on the leased lands as well as provide a written management plan annually of activities scheduled on the leased property for the following year.**
- 11. To assume all expenses associated with the management of the leased lands as well as all liabilities resulting from the Lessee's management activities, to the extent authorized by law.**
- 12. To designate the Lake Superior Area Wildlife Biologist as the Lessee's agent and contact person.**

B. The Lessor Agrees:

1. To consult with the Lessee regarding the need for cutting any forest products on the lands on the lands described above and to assume responsibility for initiating and supervising all approved timber sales.
2. To permit normal and necessary travel of the Lessee's personnel and equipment over non-leased lands owned by the Lessor.
3. To allow the Lessee to establish closed areas to hunting on these leased lands, the number and size of the closed areas to be determined by the Lessee. Lessee is permitted to post these areas in accordance with Wisconsin Statutes and Administrative Code.
4. To allow any person or persons to hunt, pursue, take, catch, and kill game and fish in any legal manner on said lands during the open season for such game.
5. That none of the lands described above will be sold or otherwise disposed of while the lease is in effect without giving the Lessee the right of first refusal to purchase.
6. To designate the Douglas County Forest Administrator as the Lessor's agent and contact person.
7. In the event the Lessor cancels this lease under provision C.2. or sells land under provision B.5. the Lessor will refund to the Lessee a prorated share of the rent that has been paid for the current year.

C. General Provisions:

1. Both the Lessor and Lessee agree to the concept of pine barrens habitat management on these lands beyond this 25-year lease and agree to enter discussions for a successive lease prior to the expiration of this agreement for a mutually acceptable and equitable lease price.
2. This lease and terms thereof shall be subject to renegotiation by both Lessor and Lessee at the written request of either. If issues raised by either party cannot be resolved within a reasonable time frame, the lease or a portion thereof may be canceled upon 90 days written notice to either party or at the end of the current year lease period, whichever is less.
3. It is further understood that if during the period of lease and agreement, laws are enacted that materially affect public use of these lands such as public hunting, fishing, trapping, or other recreational activities, the Lessee and Lessor shall meet to make changes in this lease agreement to confirm with the requirements of such laws.
4. That the use of the leased area by the Lessor or the Lessee shall be restricted to practices that are compatible with the habitat management guidelines, for current existing plant, animal, and insect species, as established by the Lessee and agreed to by the Lessor.
5. This lease shall not be construed as creating a public debt on the Lessee in contravention of Article VIII, Wisconsin Constitution, and all rental payments and obligation hereunder are subject to the availability of future appropriations.