

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

LAND USE AGREEMENT
Section 23.09(2), Wisconsin Statutes
Form 2200-118 Rev. 6-90

TO WHOM IT MAY CONCERN:

This agreement, made this day of _____ 2013, by and between the State of Wisconsin Department of Natural Resources (Owner), and UW Extension of, Winnebago County, Wisconsin (Permittee), to enter upon and use the following described area located on the Picnic Point (property name), in Winnebago County, Wisconsin

N1/2, SW1/4, SE1/4Sec 31, T19N-R17E

for the purpose of Community outreach program. In order to accomplish this purpose the Permittee intends to place or construct the following items on the above-described land: community garden plots.

This agreement shall be in effect for a period commencing November 1, 2013 and ending October 31, 2018 for a rental fee of \$500.00/year (Agriculture rental rate of \$100.00/acre). Payment for the above use will be made according to the following schedule: Payment each year will be delivered by March 1 for that year to Ellen Barth (or equivalent designee), DNR Satellite Center, 625 E. County RD Y, STE 700, Oshkosh, WI 54901-9731.

It is understood by the Owner and the Permittee that this agreement is subject to the following conditions:

1. The Owner may terminate this agreement by written notice if the continued use of this land by the Permittee will interfere with present or future management objective of the Owned for the above-described area, or the Permittee breaches any terms or condition contained in this agreement. Termination notice should be given in advance with enough notice as to not displace community gardeners during the growing season (April – November).
2. 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 written consent of the Owner.
3. The Permittee shall submit for approval to the Owner a plan describing the intended placement and construction of any items on the subject lands. No deviations from this plan shall be allowed except with the prior approval of the Owner. Within ninety (90) days after the termination of this agreement, the Permittee shall remove all structures placed on the subject property. If the Permittee's structures remain on the property after 90 days, (1) title to the structure shall vest in the Owner or (2) the Owner may remove the structure and the Permittee shall be responsible for all costs thereof.
4. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner.
5. No cutting or trimming of trees shall be done unless approved by the Owner.
6. All signs, postings and other markers shall be approved by the Owner.
7. The Permittee shall maintain the area under this agreement in a safe condition at all times.

8. The Permittee agrees to save, keep harmless, defend and indemnify the Owner of 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 lost 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 Permittee shall not permit grazing on the subject property.
10. This agreement does not give the Permittee, its members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.
11. The Permittee shall not disturb or molest wildlife or wildlife habitat.
12. The area covered by his agreement is open for use to all members of the general public without regard to race, creed, martial status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
13. 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 nondiscrimination clause.

Agreements estimated to be ten thousand dollars (\$10,000) or more require the submission of a written affirmative action plan. Permittee's with an annual work force of less than ten employees are exempted from this requirement.

14. This agreement, together with the specifications in the bid request 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 must be made by an amendment to this agreement or other written documentations, signed by both parties at least 30 days prior to the ending date of this agreement.
15. Additional conditions specifically pertinent to this agreed land use will be valid if enumerated in the space provided between these conditions and closing signature. Every such addition will be initialed by the Permittee and the Owner.
16. The five acre parcel will be utilized as a community garden, and will be administered by the Permittee (UW Extensions office for Winnebago County), for a period not to exceed five years. Signs indicating the project may be placed on site, but will be removed at the end of the contract period.
17. Access to plots will be limited to a single point as indicated on the map (See attached). The Permittee and its' sub-leases will limit their activities to the five acre garden plot only, and refrain from going on to the hospital property immediately to the north.

18. Pesticides or herbicides will be in accordance with guidelines established by the UW- Extension Community Gardens program. A list of all chemicals used will be submitted to the DNR property manager at the end of each calendar year.
19. A plan will be submitted to the DNR for water usage to determine what if any permits may be required. All materials for water supply will be removed at the end of the contract period.
20. If it is determined that a deer exclusion fence is required a plan for the fencing must be submitted to the DNR property manager prior to installation. The fencing will be at the expense of the Permittee and/or its sub-lease's. The DNR will not provide fencing materials or financial assistance for deer exclusion fence. All fencing materials will be removed by the end of the contract period.
21. The Permittee and sub-lease will adhere to state-statute 23.22 and 23.235, as they relate to Invasive species, nuisance weeds, and the potential spread of non-native species. Amendments to this restriction will be made at a future date pending approval of Administrative code regarding invasive species.
22. The Permittee and its sub-lease's are responsible for the vegetative waste as outlined in the community gardens guidelines. Care will be taken to prevent spread of non-native species. Sub-leases will remove all other garbage and debris, and will keep the site clean. On-site composting is permitted.
23. At the end of the contract period the Permittee agrees to have the entire five acres prepared for conversion to native grass prairie. The field should be disked twice to lessen the chance of re-growth of plants from the garden, as well as preparing the site for planting the spring of 2019.

University of Wisconsin Extension
Winnebago County

Permittee

Name

By _____

Title

State of Wisconsin
Department of Natural Resources
For the Secretary
For Ellen Bath
Steve Easterly

By _____

Title