

**BAYFIELD COUNTY FORESTRY DEPARTMENT
ACCESS PERMIT ACROSS BAYFIELD COUNTY LANDS**

This access permit is made the ____ day of _____, 20____, by and between Bayfield County Forestry Department, hereinafter referred to as the “Department” and _____ hereinafter referred to as “the Second Party”.

WHEREAS, The Department is the owner of all or part of an access location in Bayfield County, Wisconsin, more particularly described as follows:

Section ____, **T** ____ **N R** ____ **W**, 4th Principal Meridian, _____ Township, Bayfield County, WI (see attached map).

WHEREAS, THE Second Party is the owner of the following described property and is desirous of obtaining ingress and egress to and from the following described property over and across the Department’s land described

above: _____ **Section** ____, **T** ____ **N R** ____ **W**, 4th Principal Meridian, _____ Township, Bayfield County, WI (see attached map).

THEREFORE, The Department for and in consideration of the covenants and conditions hereinafter set forth does hereby permit the Second Party to use or construct the road surface being a maximum of 15 feet in width with clearing limits not exceeding 33 feet the subject access road for purposes of ingress and egress to The Second Party’s above described property.

The Second Party may not place gates, poles, posts, cables or any obstruction of whatever nature on the access road without the prior written permission from the Department, and agrees not to block or interfere with access to County Forest Land for forestry purposes. The Second Party also agrees to obliterate the road to the Forestry Administrator’s satisfaction, if it is determined that the described road must be permanently closed.

The Second Party waives any and all rights they may have acquired by adverse possession or prescription in and to the above described access road.

The Second Party may perform ordinary and necessary maintenance to said access road, but the Second Party shall not change said access road in width, length or character, and agrees to follow the Best Management Practices for Water Quality. The Permittee may be required to place rock, gravel, culverts and other water and erosion control structures along the portion of road covered by this permit to prevent soil damage or siltation to waterways in the area. If the described access is along a snowmobile route, the Second Party agrees to keep the trail snow covered during the period from December 1st through April 1st. The Second Party assumes all liability for violations of County and State water regulations, and this permit may be revoked for gross violations or damage.

The Second Party must secure any necessary permits from the other agencies involved.

This agreement will be terminated by the Department upon The Second Party’s breach of any term or condition of this agreement or upon the Second Party’s conveyance of any portion of the property to a third party. For purposed of this permit, a third party does not include the Second Party’s son(s) or daughter(s).

Other provisions:

This agreement shall be in full force and effect for the period of time the property is used for legal purposes, for a term not to exceed ten (10) years commencing the ____ day of _____, 20__ and ending the ____ day of _____, 20__.

Department may renew this agreement upon the same terms and conditions provided

1. That the Second Party has complied with all the terms and conditions of this agreement, and agrees in writing to such a renewal, and
2. That the renewal of this agreement would be consistent with the management objectives of the Department for the Bayfield County Forest as contained in the Ten Year Comprehensive Management Plan and the Bayfield County Access Management Plan.

The attached field map is hereby made part of this permit.

IN WITNESS WHEREOF, The parties hereto have set this hands and seals on the day and year first written above.

THE SECOND PARTY:

DEPARTMENT:

STATE OF WISCONSIN)

Paul Lundberg
Bayfield County Forest Administrator

COUNTY OF BAYFIELD)

Personally came before me this ____ day of _____, 20__, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission_____

STATE OF WISCONSIN)

)

COUNTY OF BAYFIELD)

Personally came before me this ____ day of _____, 20__, the above named _____
To me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission_____