

**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 road located in Bayfield County, Wisconsin, more particularly described as follows: \_\_\_\_\_  
**Section** \_\_\_\_, **T** \_\_\_\_ **N** **R** \_\_\_\_ **W**, 4<sup>th</sup> 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 access to the following described property over and across the Department’s access road described above: \_\_\_\_\_ **Section** \_\_\_\_, **T** \_\_\_\_ **N** **R** \_\_\_\_ **W**, 4<sup>th</sup> 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 the subject land for purposes of utility access 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 Department’s land 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 or remove improvements made to the Forestry Administrator’s satisfaction, if it is determined that the described access 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 land.

The Second Party may perform ordinary and necessary maintenance to said access, but the Second Party shall not change said access in width, length or character, and agrees to follow the Best Management Practices for Water Quality. The access permitted herein, and shown on the attached map, is to be \_\_\_\_\_ feet in width, and approximately \_\_\_\_\_ feet in length. 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 purposes 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\_\_.

- The Department may review 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..

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 )  
COUNTY OF BAYFIELD )

\_\_\_\_\_  
Paul Lundberg  
Bayfield County Forest Administrator

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 \_\_\_\_\_, 200\_\_, the above named \_\_\_\_\_  
To me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
My Commission \_\_\_\_\_