

FLORENCE COUNTY FOREST TEMPORARY ACCESS AGREEMENT

This permit is entered into by and between **Florence County Forestry and Parks**, hereinafter referred to as "Owner", and _____ hereinafter referred to as "Permittee", for the purpose of obtaining ingress and egress across the lands owned by Florence County, more particularly described as:

Legal Description Owners property :XX
See Also, attached map.

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

- This Temporary Access permit will be valid for the duration of a Timber Sale Contract for the permittee, or 3 years from date of the Forest Administrators Signature, which comes first.
- The sole purpose of this agreement is to allow Permittee ingress and egress over the Owner's Property for the removal of forest products from the Permittee's property
- Access shall be by way of the existing woods road as shown on the attached map.
 - Any new road to be constructed will in a mutually agreeable location and onsite visit by the Owner's representative.
- Permittee is allowed to make trail improvements or cut trees with prior approval of Owner. Trail improvements include but are not limited to widening, ditching and adding gravel or fill. Permittee agrees **NOT** to trim, prune, cut or remove live trees, including roots during the period of April 15 to July 15 of each year, unless approved by the Owner.
- All wood cut on the Owner's property by Permittee is the property of the Owner. All merchantable wood will be scaled and billed to the Permittee at the WDNR Stumpage Rate set for Florence County. All wood to be cut shall be approved by the Owner prior to being cut.
- Free flow of water drainage must be provided for where needed. Permittee must obtain all necessary permits to cross wetlands, per the Florence County Shoreland/Wetland Ordinance, and Wisconsin DNR permitting.
- Permittee agrees to return access road to original condition by removing any logging debris and leveling the surface upon termination of this agreement.
- Permit is nontransferable. Permittee must notify Owner at least three (3) days before any

work begins.

- If Owner reasonably determines this permit interferes with management objectives of the Owner, this permit may be cancelled at any time by five (5) day written notice to Permittee.
- Trail shall not be gated or posted anywhere it crosses county land and must be kept open for use to all members of the general public.
- Authorized modifications and maintenance shall be performed in a safe manner. Permittee further agrees to retain their road equipment on site until Owner has inspected the road.
- Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse possession use may be made against the lands of Owner at any time. This agreement does not constitute a legal easement.
- Other uses including but not limited to installation of utility lines are not allowed under this permit and require separate approval by Florence County.
- Identification signs are not allowed on county land.
- The Permittee must follow the Florence County Forestry and Parks Code of Ordinances as stated in Chapter 19 of the County of Florence, Code of Ordinances.
- Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within five (5) days of written notice by Owner.
- Permittee shall submit a **\$1,000** cash bond to be held by Owner until road is returned to a satisfactory condition of the Owner.
 - o The Permittee agrees that the bond shall be forfeited to the Owner as liquidated damages upon the Owner's determination that a condition or term of this agreement has been breached by the Permittee. Damages assessed under this agreement are the responsibility of the Permittee and may be deducted from this bond or otherwise collected by the Owner. Owner reserves the right to seek any amount of actual damages in excess of the bond.
- Permittee shall provide the Owner with Certificate of Liability Insurance, and Worker's Compensation Insurance Coverage prior to engaging in any work on Owners property.
- If permit for is for Timber Sale purposes the Permittee must submit a copy of the timber sale contract for the property being accessed.

Permittee agrees to protect, indemnify, and save harmless Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any

property or bodily injury to any person whatsoever, that may arise from Permittee's construction, maintenance or placement of objects on the described lands and Permittee shall defend Owner in any such action or claim.

FLORENCE COUNTY FORESTRY AND PARKS DEPARTMENT (owner)

Sign: _____

Date: _____

Patrick J. Smith, Administrator
Florence County Forestry & Parks
5617 Forestry Drive
Florence, WI 54121

PERMITTEE

By: _____

Date: _____

Print: _____

Address: _____

Phone: _____

Email: _____