

Document Number

Document Title

Recording Area

Return: Department of Natural Resources  
Bureau of Facilities & Land - LF/6  
P.O. Box 7921  
Madison, WI 53707-7921  
Attn: Sharene Smith

Parcel Identification Number (PIN):

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

**LAND USE AGREEMENT**

Section 23.09(2), Wis. Stats.  
Form 2200-118

**THIS LAND USE AGREEMENT**, (hereinafter referred to as "Agreement") made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Owner"), and Kohler Co., a Wisconsin corporation (hereinafter referred to as "Permittee") to enter upon and use the Owner's following described property, including use of Owner's asphalt maintenance road, located at John Michael Kohler and Terry Andrae State Parks and commonly referred to as the Kohler-Andrae State Park, in Sheboygan County, Wisconsin for the purpose of conducting surveying activities, including archeological and historic surveys, on Owner's land and Permittee's adjacent land to the north, as well as access to the same:

TOWNSHIP 14 NORTH, RANGE 23 EAST, TOWN OF WILSON

SECTION 14 & 23: Those portions of the NW1/4 of the NW1/4, the SW1/4 of the NW1/4, the NW1/4 of the SW1/4, the SW1/4 of the SW1/4, and part of Government Lot 4, Section 14, and part of Government Lot 1, Section 23, all in Township 14 North, Range 23 East, Wilson Township, Sheboygan County, Wisconsin, (hereinafter referred to as "Premises")

This Agreement shall be in effect for a one year period, commencing the 1<sup>st</sup> day of March, 2016, and ending the 28<sup>st</sup> day of February, 2017, for the sum of Five Hundred Dollars (\$500.00).

This Agreement may be renewed for additional 6 month period on the same terms and conditions, upon the written request of the Permittee at least 30 days prior to the expiration of this Agreement and upon the written approval of the Owner, provided that the Permittee has complied with all of the terms and conditions of this Agreement.

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 Premises by the

Permittee will interfere with present or future management objectives of the Owner for the Premises, or the Permittee breaches any terms or condition contained in this Agreement.

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 prior written consent of the Owner.
3. No cutting or trimming of trees shall be done without the prior written approval of the Owner. If cutting is allowed, all stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner.
4. The Permittee shall use the Premises under this Agreement in a safe condition at all times. The Permittee understands that the Premises is open to the public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
5. The Permittee agrees to save, keep harmless, defend and indemnify the Owner and all its officers, employees and agents, against any and all liability claims, judgments, demands, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising directly or indirectly out of (a) the occupancy, use, service, operation or performance of work in connection with this Agreement, (b) the exercise of any and all rights granted by this Agreement or (c) omissions of Permittee's employees, agents or representatives.
6. The Owner has no control over the employment, discharge, compensation of or services rendered by the Permittee's employees or contractors, and the Permittee shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the Permittee and Owner and employees of the Permittee or employees of any contractor shall not be considered Owner's employees.
7. This Agreement shall constitute the entire understanding and agreement of the Owner and Permittee. All previous communications, understandings or agreements whether written or oral pertaining to this Agreement are hereby superseded. Any revisions shall be made by an amendment to this Agreement or other written documentation, signed by the Owner and the Permittee at least 30 days prior to the ending date of this Agreement.
8. The terms Owner and Permittee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this Agreement shall bind the Owner and the Permittee mutually, their employees, contractors, successors, and assigns.
9. Additional conditions specifically pertinent to this Agreement will be valid if enumerated in the space provided between this condition and closing signatures.
  - a. The Permittee agrees to provide the Owner, including the Kohler-Andrae State Park Superintendent, with advance notice of all activities occurring on Owner's land.
  - b. The Permittee will comply with all statutory requirements for archeological and historical reviews, including but not limited to obtaining the necessary public land permits and approvals for every phase of review, and supplying required reports to the appropriate agency, as well as providing a copy of the same to the Owner. The Permittee will notify the Owner's representative, Mark Dudzik, prior to conducting archeological and historic field investigations.
  - c. At the conclusion of this Agreement, the Permittee shall be required to reconstruct, to the satisfaction of the Owner, the Owner's asphalt maintenance road to the same or better condition that the road was in prior to Permittee's use of said road. The Permittee agrees not to park or store any equipment on the Owner's maintenance road.

