

BRIDGE AND/OR TRAIL LAND USE AGREEMENT

THIS AGREEMENT made the ___ day of _____, 20___, by and between _____ landowner in Burnett County, Wisconsin, Grantor; and _____, Grantee.

WHEREAS, the Grantor is the Owner of real estate which is located on the route of a (check all that apply):

- Summer ATV Trail
 Winter ATV Trail
 Snowmobile Trail

WHEREAS, the Grantee, desires to construct and/or maintain the aforementioned Recreational Trail in a fourteen foot wide corridor on, over and across the lands of the Grantor.

NOW, THEREFORE, WITNESSETH: In consideration of the covenants hereinafter contained, the Grantor grants to the Grantee, a right starting the month of December of the year stated above and for the periods of time afterward when the funded trail systems are open in the following years to construct, post, operate and maintain a public Recreation Trail 14 feet wide on, over and across the following described real estate:

Section _____	<table border="1" style="border-collapse: collapse; width: 100%; height: 100%;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																
Township _____ N, Range _____ W																	
Town of _____																	

It is understood by the Grantor and the Grantee that this agreement is subject to the following conditions:

1. Grantor shall incur no expense for the construction or maintenance of the Recreational Trail.
2. This Agreement is non-transferable by the Grantee.
3. Grantor will notify Grantee upon sale of said property.
4. No unnecessary construction or removal of vegetation will be done.
5. It is understood by the Grantor that his liability to a User shall be no greater than that which existed prior to the granting of the Easement, all pursuant to Section 895.52 of the Wisconsin Statutes (1983).
6. Necessary fence removal shall be only on approval of Grantor and replacement shall be by the Grantee.
7. Additional conditions will be valid if enumerated on the reverse side of this document and initialed by the Grantor and the Grantee.
8. Upon induction into the state-approved trail program, Burnett County shall be the Grantee.
9. If a bridge is necessary, Grantor allows for the construction of a bridge to cross the _____ stream. Grantor agrees to allow the aforementioned Recreational Trail and bridge to remain on the property for a minimum of 3 years after bridge construction is complete. Grantor cannot terminate agreement during that 3 year period.
10. After the easement term is up, the bridge remains the property of Burnett County.
11. Grantor may terminate this agreement only by giving written notice thereof, by certified or registered mail, to Grantee at anytime after April 1st but prior to September 1st of any year.
12. The term for this agreement is indefinite, or until a written notice of termination is received from the Grantor. (With the exception of terms of condition #9.)

_____ Grantor Signature

_____ Date

_____ Address

Agreement obtained by _____

Club Representing: _____