

VOLUNTARY PUBLIC ACCESS LEASE
 Sections 23.09(2)(d) and 29.617, Wis. Stats.
 Form 2200-136

This Voluntary Public Access Lease (“Lease”) is made this [Day] day of [month], [2016], by and between [**A Landowner**] of [Mailing address], [City], [State] [Zip], (“Lessor”) and the State of Wisconsin, Department of Natural Resources (“Lessee”).

For and in consideration of the mutual covenants and conditions hereinafter set forth, the Lessor does hereby lease unto the Lessee for the purpose of allowing public access on and use of the following described property (“Premises”) in the Town of [TOWN OF], [County Name] County, Wisconsin,

Township [] North, Range [2] [Dir], Section [x]: [dir] 1/4 of the [dir] 1/4

The Premises are more particularly described on Exhibit A which is attached hereto and made a part hereof.

Term: This Lease shall be in full force and effect from [month] [day], [2016], or if signed by the Lessor after [month] [day], [2016] the date the Lessor actually signs the Lease (the latter of the dates being the “Effective Date”) until August 31, [2019].

Lease Payment and Rate: The Lessee shall pay the Lessor a one-time lease payment of [**\$000.00**] based on the calculation below. The Lease payment calculations are based on a 365 day lease period unless the Lessor signs the Lease after [month] [day], [2016]. Said payment shall be made within 60 days of the Effective Date.

NOTE: The rates in the table below are based on a 365 day lease period with the total number of days in this Lease being [xxx] days. If the Lessor signs the Lease after [month] [29], [2016] the Lease payment calculation shall be based on the total number of days in the Lease period starting on the day the Lessor signs the Lease and ending on August 31, 2019.

Land Type	Rate/ac	Acres	Totals (\$)
Agriculture	\$3	0	\$
Grassland/Wetland	\$10	0	\$
Forestland	\$15	0	\$
Other	Rate	Number	Totals (\$)
Parking Lot	\$20	0	\$0
365 Day Total			\$0
 Total Lease Payment		Total (\$)	 \$0

Notices: Notices as described herein or as may otherwise be necessary during the term of the Lease shall be sent to the following:

Lessor: [Landowner name]
 [Mailing Address]
 [City], [State] [Zip]
 [phone]

Lessee: VPA-HIP Coordinator
 Wisconsin DNR
 101 S. Webster St. – WM/6
 P.O. Box 7921
 Madison, WI 53707-7921

Public Use: The use of the Premises by the general public for hunting, fishing, trapping, and wildlife observation shall include the following rights:

1. The general public shall have the right to access the Premises for the purpose(s) of hunting, pursuing, taking, catching, trapping, and killing game and fish in any legal manner according to the Wisconsin Statutes and Wisconsin Administrative Code during the open season for such game or fish and for wildlife observation. There shall be no other public use of the Premises permitted under this Lease.
2. At the request of the Lessor, the Lessee shall post a safety area to include residential buildings and farm buildings housing livestock or farm machinery. The safety area shall create a 300 feet buffer between any such structures and the public hunting, fishing and trapping areas created by this Lease.
3. At the request of the Lessor, the Lessee shall establish a parking area(s) on the Premises. The number, size, and design shall be determined by the Lessee and in accordance with current public hunting area rules and regulations for establishing parking areas. All parking areas will be posted designating the area for parking.
4. At the request of the Lessor, or when determined by the Lessee to be necessary, the Lessee shall establish a closed area(s) on the Premises. The number and size of the closed area(s) shall be determined by the Lessee. The closed area(s) shall be posted in accordance with the Wisconsin Statute, making it unlawful to hunt or shoot in such area(s).
5. Public access on, over and across the Premises for hunting, fishing, trapping, and wildlife observation shall be limited to foot travel only. This Lease does not grant the public the right to operate motorized vehicles on the Premises in any manner or method.
6. The Lessee may post the Premises along its outside boundaries with suitable signs stating that the Premises have been leased as part of the Voluntary Public Access program.
7. Unless otherwise stated in this Lease, no restrictions shall be placed upon the Premises relative to agriculture, forestry or similar practices.
8. This Lease shall not be construed as creating any public debt on the part of the State of Wisconsin in contravention of Article VIII of the Wisconsin Constitution and that all obligations provided herein are strictly limited current and future legislative appropriations.
9. Either party may cancel this Lease by giving a 60 day written notice to the other party. If the Lessor cancels this Lease, or in the event the Lessee cancels this Lease due to a violation by the Lessor of the terms of this Lease, the Lessor agrees to pay a pro rata refund of the total lease payment. Pro rata refund is calculated as $(\text{Total lease payment} \div \text{days of lease term}) \times \text{unfulfilled days in lease term} = \text{pro rated refund amount owed to Lessee}$.
10. In the event that Lessor sells, transfers or otherwise conveys the Premises to another party during the term of this Lease, the Lessor shall notify the Lessee of the conveyance and the terms and conditions of this Lease shall be transferred with the Premises to such other party unless terminated under conditions specified in paragraph 9.
11. The Lessor is entitled to protection from liability from any person engaged in recreational activity on the Premises within the scope and limitations of s.895.52, Wis. Stats.

12. The Lessee may publish the location of the Premises electronically or by depicting the location of the Premises on a map for the purpose of directing the general public to the location of the Voluntary Public Access property.
13. The Lessee shall have the right of ingress and egress from and to the Premises for the purposes of monitoring and surveying to determine hunter use and success of the Voluntary Public Access program. Surveying techniques may include installing a survey box or kiosk at a mutually agreeable location where survey materials may be distributed.
14. Subject to availability of current and future legislative appropriations, the Lessee assumes the responsibility for the adjustment and payment of damages to property arising from the operation of these public hunting and fishing grounds in accordance with the provisions of s. 29.617, Wis. Stats. Any person alleging damage to his/her property from the operation of this Lease shall file a verified statement of his/her damage with the Lessee within 10 days of the date such damage was sustained. No settlement will be made for stolen property until it has been reported and investigated by the local law enforcement agency. The Lessor's failure to report any damage within the prescribed time period shall bar any recovery hereinbefore provided.
15. In regards to persons other than the landowner and persons specifically authorized by the landowner to engage in lawful activities on these lands, the premises described above are considered lands which are under the management, supervision and control of the Department for the purposes of ss. NR 45.04(3), 45.05, 45.07, 45.09, 45.10(1)(a) and 45.14, Wis. Adm. Code.
16. The terms Lessor and Lessee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be and the provisions of this Lease shall bind the parties mutually, their heirs, successors, personal representatives and assigns.
17. If any term or condition of this agreement shall be deemed invalid or unenforceable, the remainder of this agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
18. It is intended that this agreement shall be construed as being an adequate and legally enforceable agreement. Enforcement of this agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this agreement, either to restrain or prevent the violation or to obtain any other relief.
19. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, by signing this Lease, the Lessor agrees to the terms and conditions contained herein and stipulates that he/she has the authority to grant such public hunting, trapping, fishing and wildlife observation rights as stated herein.

LESSOR

_____ (Lessor) Date of Signature_____

_____ (Lessor) Date of Signature_____

LESSEE

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

For the Secretary

_____ (Lessee) Date of Signature_____

By:

This instrument was drafted by:
State of Wisconsin
Department of Natural Resources

Exhibit A.