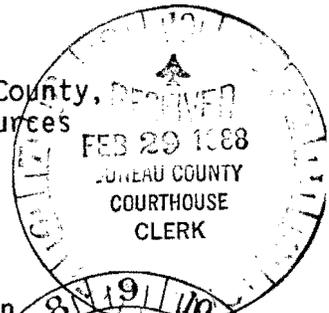
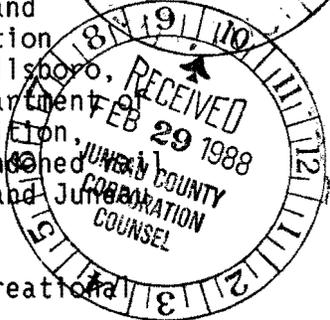


Memorandum of Understanding Between the City of Hillsboro, Vernon County, Juneau County, and State of Wisconsin Department of Natural Resources



I. Introduction:

The purpose of this memorandum is to set forth the agreements and understandings which have been reached between a joint association consisting of Vernon County, Juneau County, and the City of Hillsboro (hereinafter "the Association") and the State of Wisconsin Department of Natural Resources (hereinafter "the DNR") regarding the acquisition, development, and operations of approximately 4.25 miles of abandoned property located between Hillsboro and Union Center in Vernon and Juneau Counties.



The DNR is interested in preserving the grade corridor for recreational trail purposes. The Association is interested in developing, maintaining, and operating a recreational trail in the corridor provided the DNR acquires same. The Association and the DNR agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The property begins at County Trunk Highway "FF" in Hillsboro and runs approximately 4.25 miles to State Highway 33 near Union Junction in Juneau County. Approximately 1.5 miles of the grade is located in Vernon County and 2.75 miles in Juneau County. An exact legal description of the property in each county will be agreed upon prior to the execution of trail easements.

III. Consideration

The DNR will acquire the grade from the Bank of Elroy provided a reasonable price can be negotiated. The DNR will convey trail easements to the Association for one dollar and other valuable consideration to provide for development and operation of the property. The easement will be nonexclusive.

IV. Obligations of the DNR

1. The DNR will attempt to purchase the 4.25 mile Hillsboro to Union Center abandoned railroad grade from the Bank of Elroy.
2. The DNR will pay all costs to acquire the property.
3. The DNR will purchase all parcels which may be necessary to obtain clear title to the property and pay all costs associated therewith.
4. The DNR will convey by easement to the Association the right to construct, repair, replace, maintain, and operate a recreation trail on the subject property.

5. The DNR will comply with s.1.11, Stats., and Chapter NR150, Wis. Adm. Code for purposes of acquiring the property.

V. Obligations of the Association

1. The Association shall construct, maintain, repair, replace, and operate the subject property located between Hillsboro and Union Center for recreation trail purposes. Trail uses which may be accommodated are bicycling, hiking, snowmobiling, and cross country skiing.
2. The Association shall enter into an easement with the DNR to accomplish the purposes contained in paragraph V.1.
3. The Association shall write a master plan for the project to be completed prior to any trail development according to DNR format.
4. The Association shall complete the environmental impact assessment for development, maintenance, and operation of the trail.
5. The Association shall participate in or conduct public meetings which may be necessary for the establishment and development of the trail project.
6. The Association agrees the trail between Hillsboro and Union Center, will be open for public use within 5 years of completion of acquisition. If the trail is not open by this date or ever ceases to be used for trail purposes for two years, then all easement rights revert to and re-vest in the DNR without necessity of reentry. The DNR has no obligation to develop and operate the trail.
- 7a. The Association agrees to indemnify and save harmless DNR, its officers, employees and agents and to assume all responsibility and liability for death of, or injury to any persons, including but not limited to, officers, employees, agents, patrons, invitees or licensees of the parties hereto and for loss, damage, or injury to any property (including loss of use or revenue and indirect or consequential damages), including but not limited to, that belonging to DNR, together with all liability for any expenses, attorneys' fees and costs incurred or sustained by the DNR, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this easement or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the recreational trail or of any structure incident thereto or from any activity conducted by or on behalf of the Association on or in the vicinity of the trail, unless caused by the negligence of DNR, its officers or employees.
- b. The Association shall release and indemnify and save harmless DNR, its officers, employees and agents, for any damage (including loss of use or revenue, indirect or consequential damage) to the property of the Association or any of the Association's facilities and all appurtenances thereto or property of the Association's officers, employees, agents, contractors or subcontractors, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this Easement or the construction, maintenance, repair, renewal,

alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto or from any activity conducted by or on behalf of the Association or DNR on or in the vicinity of the recreational trail unless caused by the negligence of DNR, its officers, employees, or agents.

c. At the election of DNR, the Association upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

8. The Association agrees that any advertising or display material relating to the trail shall clearly identify the property is owned by the DNR and under easement to the Association.

9. The Association in connection with this MOU shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges as the Association deems necessary for the management and operation of the Premises.

A. Rules and Regulations. The parties agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the Premises. Pursuant to s.45.01(1), Wisconsin Administrative Code, the Department retains management, supervision, and control over the Premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the Premises. Daily routine enforcement remains the responsibility of the Association.

B. Admission fees, if any, charged by the Association shall not exceed those established in s. 27.01(7), Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin Administrative Code. The Association will discuss the fees to be charged with the DNR at an annual meeting held prior to May 1 each year and the fees shall be subject to written approval by the DNR. The Association shall retain all fees collected as payment for its services under this MOU. If admission fees are charged, the conservation patron licensee and senior citizen card issued by the DNR shall be honored without additional admission charges.

10. Trail development will conform with DNR state trail standards.

VI. General

1. This Memorandum of Understanding is subject to all applicable laws and regulations and to the approval of the Natural Resources Board and the Governor of Wisconsin.

2. The DNR retains the right to withdraw from this transaction if they determine the Bank of Elroy cannot convey good title to the property.

3. This Memorandum of Understanding may be revised by mutual written agreement of the DNR and the Association.

4. As owner of the property, the DNR will consider this grade as a state park trail and it shall be identified as such on signs and literature.
5. In connection with the performance of any work under the Memorandum of Understanding, the Association agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Association agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
6. The DNR has no obligation to develop and operate the trail.

IN WITNESS WHEREOF, DNR and the Association have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By Carroll D. Besadny 3-8-88
 Carroll D. Besadny, Secretary Dated

CITY OF HILLSBORO

By Wayne Peterson 11-19-87
 Wayne Peterson, Mayor Dated

VERNON COUNTY

Jack Robinson 2/11/88
 County Board Chairperson Dated

JUNEAU COUNTY

C. F. Saylor 3-1-88
 County Board Chairperson Dated

5980L

ACCEPTED REVIEWED BY
 CORPORATION COUNSEL
 DATE 3/1/88
J. Frederick

RECEIVED
 Amendment #1. to the Memorandum of Understanding Between the
 City of Hillsboro, Vernon County, Juneau County and
 the State of Wisconsin, Department of Natural Resources
 for the Management of the Abandoned Railroad Grade Located Between
 Hillsboro and Union Center in Vernon and Juneau Counties

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BUREAU OF PARKS OF PARKS

The parties agree to amend paragraph 4. of Section VI. to read as follows:

As owner of the property, the DNR will consider this grade as a state recreational trail and it shall be identified as such on signs and literature.

IN WITNESS WHEREOF, the Department of Natural Resources and the Association have caused this amendment to the Memorandum of Understanding to be executed in their respective names by their duly authorized representatives.

STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES

By: George E. Meyer
 By George E. Meyer, Secretary

3/10/94
 Dated

CITY OF HILLSBORO

By: Janice G. Bohme
 Mayor

1/26/94
 Dated

VERNON COUNTY

By: Jack Robinson
 County Board Chairperson

1/28/94
 Dated

JUNEAU COUNTY

By: James C. Barrett
 County Board Chairperson

2-24-94
 Dated