

LAND USE AGREEMENT

For Big Falls Shooting Range

To Whom It May Concern:

This agreement, made this 1ST day of FEBRUARY, 2005, by and between Eau Claire County (Owner), and the State of Wisconsin Department of Natural Resources (Permittee), allows Permittee to enter upon and use the following described Owner land. The Property is Owned by Eau Claire County and is located as follows: From the Village of Fall Creek on State Highway 12 take County Highway K North for 3.2 miles to the Entrance road into Big Falls County Park on the East side of County Highway K. From this intersection a dirt road goes East for 477 feet to the 1st entrance into the existing sand pit. The last entrance into the sandpit is 836 east of the intersection.

Legal description: Southwest ¼ of Northeast ¼, Section 19, Town 27 North, Range 7 West, Town of Lincoln.

For the purpose of constructing and operating a 4.5 acre shooting range, designed to NRA safety standards, adjacent to the west edge of the closed landfill cap, as described in the attached engineering plan. In order to accomplish this purpose the Permittee intends to place or construct the following items on the above described land:

-Construction: Earthwork to reshape clean fill, already placed at the site by the Owner, to construct two shooting lanes, side and back berms, a handicapped accessible parking area, gravel walkways, shooting benches and target supports, relocate ~0.1 miles of unimproved landfill interior access road, install erosion control measures.

-Operation: The shooting range would be open year-round from sunrise to sunset, be accessible for free public use, and allow use of only stationary targets for rifle (shotgun for slugs only), pistol and bow shooting practice. Permittee will arrange for facility operation and maintenance. Maintenance will mainly consist of litter control; periodic spent lead (bullet) recovery and recycling and other activities necessary to keep the range in good condition.

This agreement shall be in effect for a 20-year period commencing on the above (2005) date and ending January 1, 2025. No land use fee shall be charged by the Owner. The Owner and Permittee may renew this agreement upon expiration.

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

The Owner may terminate this agreement by written notice if the continued use of this land by the Permittee will interfere with present or future management objectives of the Owner for the above-described area, or the permittee breaches any terms or conditions contained in this agreement. If problems relating to shooting range construction, operation or maintenance develop the Owner and Permittee agree to jointly discuss and attempt to mutually resolve such issues prior to termination of this agreement.

2. Except as noted above for shooting range operation and maintenance, neither this agreement nor any right or duty in whole or part by the Permittee under this agreement may be assigned, delegated or subcontracted without the written consent of the Owner.
The Permittee shall submit for approval to the Owner a design plan describing the intended placement and construction of any items on the subject lands. No deviations from this plan shall be allowed except with prior approval of the Owner. Permittee shall supervise shooting range construction to assure adherence with the Owner-approved design plan.
- 3 Any signs to be placed on the property shall be approved by the owner.
- 4 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, cost of whatever kind and nature, for injury to or death of any person(s), and for the loss of or damage to any property occurring in connection with shooting range use.

5 The area covered by this agreement is open for use to all members of the public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, or sexual orientation.

J. Thomas McCarty
Signature of Owner (Eau Claire County)

2/1/05
Date

William J. Johnson
Signature of Conservation Warden

01/28/05
Date

Shirley C. Johnson
Signature of Regional Enforcement Leader

01/28/05
Date