1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
   a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the virtual meeting from a computer, iPad, or Android device please go to [https://zoom.us/j/95015680309](https://zoom.us/j/95015680309). You can also use the dial in number for listening only at 1-312-626-6799 with the Webinar ID: 950 1568 0309. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting.
   b. If you are on a computer, click the "Raise Hand" button and wait to be recognized.
   c. If you are on a telephone, dial *9 and wait to be recognized.

2. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

3. MEETING AGENDA

4. PUBLIC COMMENTS

5. MINUTES FROM PREVIOUS MEETING
   a. [County Board 7-16-20](#)

6. APPOINTMENTS
   a. Recommendation from Criminal Justice Coordinating Council to appoint Gary Hilgendorf and Kathy McCoy as citizen members on the Council.
   b. Appoint Tom Winiarczyk to the Land, Water, and Forest Resource Committee
   c. Designate County Administrator as the county’s representative on the Joint Review Board for the City of Hayward’s Tax Incremental District #6.
7. COVID-19 UPDATE - JULIA LYONS

8. ZONING COMMITTEE CHAIR REPORT

9. PUBLIC SAFETY COMMITTEE CHAIR REPORT
   a. Criminal Justice Coordinating Council Update
   b. Discussion and Possible Action Regarding JusticePoint proposal

10. PUBLIC WORKS COMMITTEE CHAIR REPORT

11. LAND, WATER, AND FOREST RESOURCES COMMITTEE CHAIR REPORT
   a. Ground Lease with American Birkebeiner Ski Foundation - Discussion and Possible Action
      Resolution for Ground Lease OO Property
      Exhibit A - Ground Lease Birkie OO Building
      Map OO Property Ground Lease
      Exhibit B - Birkie Trail Location Map
   b. Memorandum of Understanding with American Birkebeiner Ski Foundation - Discussion and Possible Action
      Resolution for Memorandum of Understanding OO Property
      Exhibit A - Memorandum of Understanding OO Property
      Exhibit A for MOU - Birkie Trail Location Map
   c. Application to Purchase County Owned Land (OTC) – Town of Bass Lake Tax ID#'s 002-106-11-1300 & 002-106-16-2901 - Discussion and Possible Action
      OTC Bass Lake

12. HEALTH AND HUMAN SERVICES BOARD CHAIR REPORT

13. FINANCE COMMITTEE CHAIR REPORT

14. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE CHAIR REPORT

15. COUNTY ADMINISTRATOR'S REPORT

16. REVIEW OF COUNTY BOARD OF SUPERVISOR’S POLICY AND PROCEDURE MANUAL – PUBLIC COMMENT SECTIONS.
DISCUSSION AND POSSIBLE ACTION

a. Board Rules for discussion

17. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY

18. CLOSED SESSION

CLOSED SESSION pursuant to Wisconsin Statute 19.85 (e) for the purpose of deliberating or negotiating an exchange of public property and other public business relating to the Sawyer County Courtroom Public Works project and the need for closed session discussions.
Chair Tweed Shuman called the July meeting of the Sawyer County Board of Supervisors to order. Roll call was as follows (x indicates present)

district - supervisor - T = Town, V = Village, C = City, W = Ward

X 01 - Dale Schleeter – T Lenroot W 1, T Hayward W 7, C Hayward W 5 and 6
X 02 – Jesse Boettcher – T Lenroot W 2, T Round Lake W 1
X 03 – Tweed Shuman – T Hayward W 1 and 2
X 04 – Troy Morgan – T Hayward W 3 and 4
X 05 – James H. Schlender Jr. – T Hayward W 5 and 6
X 06 – Marc D. Helwig – C Hayward W 1 and 2
X 07 - Thomas W. Duffy – C Hayward W 3 and 4
X 08 - Bruce Paulsen – T Bass Lake W 1 and 2
X 09 – Susie Taylor – T Bass Lake W 3 and 4
X 10 – Chuck Van Etten – T Sand Lake, T Edgewater W 1
X 11 – Dale Olson – T Edgewater W 2, T Bass Lake W 5, T Hayward W 8, T Meteor, T Couderay, V Couderay
X 12 – Dawn Petit – T Spider Lake, T Round Lake W 2, T Winter W 1
X 13 - Ron Kinsley – T Hunter, T Radisson W 1, T Ojibwa W 1, V Radisson
X 14 – Ron Buckholtz – T Radisson W 2, T Ojibwa W 2, T Weirgor, V Exeland, T Meadowbrook
X 15 – Helen Dennis – T Winter W 2, T Draper, V Winter (Virtually)

Public Access to Virtual Meeting See agenda on website

Call to Order, Roll Call, Pledge of Allegiance
Certification of Compliance with the Open Meetings Law
Meeting Agenda
Minutes from Previous Meeting: June 18, 2020
COVID-19 Update-Julia Lyons
Sawyer County Fair update
Public Safety Committee Chair report
  Criminal Justice Coordinating Council Update
  2nd Amendment Resolution – Discussion and Possible Action
Finance Committee Chair Report
Zoning Committee Chair Report
  Resolution to Amend Sawyer County Ordinance, Section 6.22 (2) Conditional Uses & 65.24 (2) (e) Rules and Standards for Non-Metallic Mining & Mineral Mining Fuel Mining Activities
Public Works Committee Chair Report
  Ramp and Hangar Taxi-Lane Restoration Resolution – Discussion and Possible action
Land, Water, and Forest Resources Committee Chair Report
Chair Shuman called meeting to order at 6:30 pm

Motion by Kinsley, 2nd by Olson, to approve the minutes from the June 18, 2020 meeting. Motion carried

Public Health Officer Julia Lyons gave a COVID-19 update. Sawyer County has 17 positive cases with 12 recovered. 2062 negative cases. There have been 6 or 7 positive cases since the beginning of June. Only one individual that tested positive was hospitalized.

Rick Christians gave an update on the Sawyer County Fair. The Fair Board is working on a safety plan for social distancing. The Fair is August 13-16. Thursday night is free. The carnival will be wiping down rides and providing wipes if requested. Friday night is a horse pull and Chris Kroeze concert. A large tent will be erected for the concert. Saturday night is bull riding and a band from Minneapolis.

Public Safety Committee Chair James Schlender reported to the Board. A special meeting was held June 29 on School Bus Safety. The Criminal Justice Coordinating Council met June 29. Criminal Justice Coordinator Diane McNamer retired. The Council is looking to Justice Point to see what services they can provide.

The Public Safety Committee forwarded Resolution #2020-27 to reaffirm Sawyer County’s commitment to the Second Amendment of the United States Constitution and the Right to Bear Arms under the Wisconsin Constitution. Nine individuals spoke during public comments. The resolution presented is a revision of a resolution presented to Public Safety by Bill Schleusner. Mr. Schleusner first approached Public Safety in February, 2020. Fred Briggs has circulated a petition in support of a resolution regarding the second amendment that has over 650 signatures. Motion by Morgan, 2nd by Kinsley, to postpone this resolution until a public hearing is held. Roll call vote was
as follows: The roll call vote was as follows: Helwig – no; Duffy – yes; Paulsen – yes; Taylor – yes Van Etten – no; Olson – no; Petit – no; Kinsley – yes; Buckholtz – no; Dennis – no; Schleeter – yes; Boettcher – no; Shuman – yes; Morgan – yes; Schlender – no; the motion failed with 7 voting yes and 8 voting no.

Motion by Schlender, 2nd by Dennis to pass the resolution as presented. Roll call vote was as follows: Duffy – no; Paulsen – no; Taylor – no Van Etten – yes; Olson – yes; Petit – yes; Kinsley – yes; Buckholtz – yes; Dennis – yes; Schleeter – no; Boettcher – yes; Shuman – no; Morgan – no; Schlender – yes; Helwig – yes; the motion carried with 9 voting yes and 6 voting no.

Finance Committee Chair Bruce Paulsen reported to the Board. The Committee discussed the second large courtroom and funding. Instructed Administrator Tom Hoff and Accounting Manager to remain disciplined during 2021 budget process. The 2021 estimated budget deficit is $900,000 and the county will issue a short term debt if needed.

Zoning Committee Chair Ron Buckholtz reported to the Board on work in the Zoning Department. The Committee is finalizing Committee by-laws.

Buckholtz presented Resolution #2020-28 to amend Sawyer County Ordinance, Section 6.22 (2) Conditional Uses & 6.24 (2)(e) Rules and Standards for Non-Metallic Mining & Mineral Mining Fuel Mining Activities. The Zoning Ordinance amendment changes the renewal time from three years to five years for gravel pit permits. Motion by Olson, 2nd by Paulsen, to approve the resolution. Motion carried

Public Works Chair Ron Kinsley reported to the Board on the Maintenance Department, the Highway Department, and the Sawyer County Airport.

Kinsley presented Resolution #2020-29 to Commit County Share of Funds to the 2021 Airport Improvement Project. Motion by Helwig, 2nd by Morgan, to approve the resolution. Motion carried

Land, Water, and Forest Resources Committee Chair Bruce Paulsen reported to the Board. Paulsen presented Resolution #2020-30 regarding implications of Verso Mill closures. On June 9, 2020 Verso announced the idling of their Duluth, MN and Wisconsin Rapids, WI pulp and paper mills by the end of July 2020. This resolution asks the Governor and Legislature direct that assistance be provided in any way possible to allow continuation of mill operations and/or financial assistance be considered to support the direct loss of jobs, as well as assistance for other industries impacted by the closure. Motion by Buckholtz, 2nd by Helwig, to approve the resolution. Motion carried

Paulsen presented Resolution #2020-31 to not charge an event fee for use of the County Forest Trails. Motion by Morgan, 2nd by Boettcher, to approve the resolution. Motion carried
Health and Human Services Board Chair Dale Schleeter reported to the Board. Schleeter presented Resolution #2020-32 regarding the cost of mental health placements and request for State assistance. In 2019 it cost the county $265,000 for residents in mental health facilities. Double that has been spent already this year. The resolution requests the state to pick up the cost of a mental health commitment after the first 30 days, which the county would pay. Motion by Helwig, 2nd by Dennis, to approve the resolution. Motion carried

Schleeter presented Resolution #2020-33 to adopt Sawyer Residential Collection Procedures. The Residential Collection Procedures recognizes the policy that all departments follow. A person receiving services from the Health and Human Services Department is expected to pay if they can afford to pay. Motion by Kinsley, 2nd by Duffy, to approve the resolution. Motion carried

Economic Development and UW Extension Committee Chair James Schlender reported to the Board. Several outside entities report to this committee. On July 6, the UW Extension Director Lori Baltrusis reported and reviewed the various services UW Extension offers and provides to Sawyer County.

Sawyer County Administrator Tom Hoff provided a written report to the Board and it is included in the agenda packet on the website.

The board took a break at 8:32. Reconvened at 8:40

Motion by Buckholtz, 2nd by Petit, to convene in Closed Session pursuant to Wisconsin Statute 19.85 (e) for the purpose of deliberating or negotiating an exchange of public property and other public business relating to the Sawyer County Courtroom Public Works project and the need for closed session discussions. Motion carried unanimous

Motion by Morgan, 2nd by Olson, to come out of closed session

Motion by Duffy, 2nd by Olson, to authorize Mr. Hoff, Attorney Duffy, and Mr. Kinsley to negotiate with the City of Hayward on terms for the Fifth Street land transaction in the best interest of the county.

Adjourned 9:16 pm

Audio of the County Board meeting is on the website.

Minutes prepared by Carol Williamson
Resolution ________________

RESOLUTION AUTHORIZING GROUND LEASE ON SAWYER COUNTY PROPERTY

WHEREAS, Wisconsin law permits Sawyer County (the “County”) to own real property and to enter into certain agreements to encumber its real property, including the grant of leasehold interests;

WHEREAS, the County owns property on County Trunk Highway OO, Town of Spider Lake, County of Sawyer, Wisconsin (the “OO Property”);

WHEREAS, the County previously granted the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation (the “ABSF”) certain rights and privileges of use for a portion of the OO Property (the “Leased Premises”);

WHEREAS, the ABSF thereafter constructed a recreational building on the Leased Premises (the “Building”);

WHEREAS, the County and the ABSF wish to memorialize the terms and conditions of the ABSF’s use of the Leased Premises and the Building, as set forth in a Ground Lease, a copy of which is attached hereto and incorporated herein as Exhibit A (the “Ground Lease”); and

WHEREAS, the County Land, Water & Forestry Resources Committee reviewed and discussed the Ground Lease at multiple meetings, with the most recent being on August 12, 2020, and voted to recommend that the County Board of Supervisors approve the Ground Lease at its meeting on August 20, 2020.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors determines the following:

1. Recitals. The Recitals set forth above are true and correct, and are hereby incorporated into this Resolution.

2. Approval of Ground Lease. The Sawyer County Board of Supervisors hereby approves the terms of the Ground Lease, as set forth in Exhibit A.

3. Health, Welfare and Safety. The County’s entering into the Ground Lease is beneficial to the health, welfare and safety of Sawyer County’s residents, taxpayers and visitors.

4. Additional Actions. The Sawyer County Clerk, or the Sawyer County Clerk’s designee(s), shall take all necessary steps to ensure that Sawyer County Board of Supervisor’s action and decision set forth herein is completed.
The Sawyer County Board of Supervisors this 20th day of August, 2020, hereby adopts this Resolution and approves the terms of the Ground Lease.

_______________________________  ______________________________
Tweed Shuman                        Carol Williamson
Sawyer County Board of Supervisors Chairman  Sawyer County Clerk

This Resolution and Ground Lease was recommended for adoption by the Sawyer County Board of Supervisors at its meeting on August 20, 2020, by this Sawyer County Land, Water & Forestry Resources Committee on the 12th day of August, 2020.

_______________________________  ______________________________
Bruce Paulsen, Chairperson          Ron Buckholtz, Vice Chairperson

___________________________________                        __________
Jesse Boettcher, Member             Marc Helwig, Member

___________________________________                        __________
Susie Taylor, Member

EXHIBIT A – GROUND LEASE
GROUND LEASE

THIS GROUND LEASE (the “Lease”), dated as of the __________ day of ______________, 2020 is made by and between Sawyer County (the “County”), and the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation (the “ABSF”). The County and the ABSF may be referred to herein singularly as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County owns property located on County Trunk Highway OO, Town of Spider Lake, County of Sawyer, Wisconsin (the “Leased Premises”), as more fully depicted and described in Exhibit A, which attached hereto and incorporated herein;

WHEREAS, the Leased Premises is part of a recreational trail system (the “Trail System”) owned by the County, as depicted in Exhibit B, a copy of which is attached hereto and incorporated herein;

WHEREAS, the County granted the ABSF permission to construct a recreational building (the “Building”) on the Leased Premises in exchange for the ABSF’s agreement to maintain the Leased Premises and the Trail System; and

WHEREAS, the County and the ABSF wish to memorialize the agreement for the use of the Leased Premises.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the ABSF agree as follows:

ARTICLE 1: RECITALS

1.1 Recitals. The Parties acknowledge that the Recitals set forth above are true and accurate, and are hereby incorporated into this Lease.

ARTICLE 2: LEASED PREMISES

2.1 Demise and Lease of Leased Premises. The County hereby leases the Leased Premises to the ABSF, pursuant to the terms set forth in this Lease. The Effective Date of this Lease shall be January 1, 2017, which reflects the date of construction of the Building and the Parties’ commencement of activities memorialized herein.

2.2 Memorandum of Lease. A Memorandum of Lease may be recorded upon mutual agreement between the Parties. The cost of recording shall be paid by the Party requesting the recording.

2.3 The ABSF’s Ongoing Use. The Parties acknowledge and agree that the ABSF currently completes the day-to-day operations and administration of activities occurring at the
Building or on any part of the Leased Premises as part of its use. The Parties agree that the ABSF shall continue to complete and be responsible for, at the ABSF’s sole cost and expense, completing the day-to-day operations and administration of the use of the Leased Premises. The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County’s discretion, regardless of the terms and conditions of this Section 2.3 in order to comply any applicable laws or restrictions applicable to the County.

2.4 Permitted Uses in OO Building and on the OO Leased Premises.

(a) Waiver. The Parties acknowledge and agree that the Leased Premises represents an opportunity for uses in addition to its traditional uses. The Parties also acknowledge and agree that specific uses must be set forth in this Lease in order to protect the health, welfare and safety of the public. The Parties acknowledge and agree that existing improvements, buildings and personal property located on the Leased Premises that have been funded and stored, installed or constructed by ABSF, and any future improvements, buildings and personal property funded, installed or constructed by ABSF, at ABSF’s sole cost and expense on the Leased Premises after the Effective Date, shall be owned by ABSF.

(b) Permitted Uses on Leased Premises. The Parties agree that the Leased Premises, or any Events held at the Leased Premises, shall be restricted to the following uses:

(i) Silent Sport activities.

(ii) Sale of food and non-alcoholic beverages.

(iii) Sale of Event-related merchandise during an Event.

(iv) Educational activities, Silent Sport training activities, and health/wellness activities.

(v) One-time rental for events such as weddings, parties or other single-use events.

(c) No license or sublease of Leased Premises. The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party on the Leased Premises without express written consent of the County, which may be withheld in the County’s sole discretion.

(d) Percentage of Fees. ABSF shall pay to the County an amount equal to five percent (5%) of all Gross Receipts of all fees charged by ABSF for use of the Leased Premises. “Gross Receipts” includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from users, customers or vendors. The payments for any amounts to be paid by ABSF to the County set forth in this Section 2.4(d) shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of this Lease, together with a report and sufficient documentation to support ABSF’s calculation of the fees, to the County’s reasonable satisfaction.
Failure to make timely payment within ten (10) days after such payment becomes due shall incur interest at the rate of one and one-half percent (1 1/2%) per month.

(e) **Scheduling of Events.** The Parties shall share joint responsibility for the scheduling of Events on the Leased Premises in compliance with all Applicable Laws, County policies, and the OO Ground Lease. The County shall be the permitting authority for all Events on the Leased Premises. The Parties agree to work in good faith for the scheduling of Events, including the use of a shared calendar for the scheduling of Events and any Event requirements. A Party shall make available to the other Party copies of any contracts, documents or other materials pertaining to an Event. The County may object to and terminate any Event if the County, in its sole discretion, determines that an Event does not comply with all Applicable Laws. Notwithstanding the terms of this Article 2.4, ABSF acknowledges that it shall comply with all permitting requirements set forth in any Applicable Law, including securing a permit or other approvals for any ABSF Event.

2.5 **Nonexclusive Rights.**

(a) *Nonexclusive Space.* The ABSF shall be entitled to the nonexclusive use, in common with the County and its guests, users and invitees, those portions of the Leased Premises (the “Nonexclusive Space”) identified on Exhibit A. The Nonexclusive Space shall include parking areas, walkways, parking areas and other areas generally open to the public.

(b) *County Reservation.* It is expressly understood that the County reserves the right to create, amend, repeal, otherwise alter, in any fashion whatsoever as the County deems necessary, in its sole discretion, rules for the use of the Nonexclusive Space, and the ABSF shall be bound thereby.

2.6 **Public Leased Premises.** The Parties acknowledge and agree that the Leased Premises is public property. Notwithstanding any term of this Lease, the terms and conditions set forth in this Lease are subject to any law or restrictions applicable to the County and the Leased Premises, and the Parties shall take the necessary steps to ensure compliance with any laws applicable to the County and the County’s ownership of the Leased Premises. The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County’s discretion, regardless of the terms and conditions of this Lease.

**ARTICLE 3: TERM**

3.1 **Term.** The term of this Lease shall be deemed to have commenced on January 1, 2017 (the “Commencement Date”), and shall terminate upon December 31, 2027 unless otherwise agreed to by the Parties.

3.2 **Option to Renew.** The ABSF shall have an option to renew this Lease for four (4) additional periods of ten (10) years each upon the terms and conditions set forth herein. The ABSF shall provide the County written notice of its option to renew no less than 120 days prior to the expiration date of the Lease. If the ABSF fails to provide notice no less than 120 days prior to the
expiration date, the ABSF shall be deemed to have waived the option and shall have no further right to any renewal or option period.

ARTICLE 4: RENT

4.1 Payment of In Lieu of Rent. As consideration for the rights and benefits set forth in this Lease and therefore in lieu of rent, the ABSF shall comply with all obligations and requirements set forth herein, including but not limited to the requirements set forth in Article 7. In addition, the ABSF shall maintain all trails and trailheads (including any structures or improvements located at a trailhead) included in the Trail System in a condition that is satisfactory to the County, in its reasonable discretion, as set forth in that certain Memorandum of Understanding Agreement between the Parties dated __________, as it may be amended, and a copy of which is attached hereto as Exhibit C (the “MOU”).

4.2 Additional Payments. The County and the ABSF acknowledge and accept that a Party may be subject to other financial obligations to the other Party, including those set forth in any applicable law or in the MOU.

ARTICLE 5: PAYMENT OF UTILITIES, TAXES AND OTHER CHARGES

5.1 Utilities. The ABSF shall pay all water, gas, electricity, or other public utilities used upon or furnished to the Leased Premises, including but not limited to the Building, during the term of the Lease.

5.2 Taxes and Assessments. Because the Leased Premises is owned by the County, the Parties acknowledge that no real property tax is assessed at this time. The ABSF shall be obligated to pay any other tax, such as personal property tax, sales tax or income tax, that may be incurred as a result of the use of the Leased Premises.

5.3 Other Charges. The ABSF shall pay any other charges, assessments, fines or fees resulting from its use, or any use by the ABSF’s guests, invitees, customers or members, of the Leased Premises.

ARTICLE 6: OPERATORS AND SUBLEASES

6.1 Contractors, Vendors and Independent Operators. The ABSF may subcontract with contractors or independent vendors for services, to assist in hosting Events, or otherwise using the Leased Premises on a temporary basis. The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party on the Leased Premises without express written consent of the County, which may be withheld in the County’s sole discretion. The ABSF shall ensure that any contractors and/or independent vendor comply with all applicable laws, including obtaining all necessary permits, licenses or other approvals necessary for the work or use of the Leased Premises by any subcontractor and/or independent vendor, payment of all taxes that may be assessed, including sales tax. The ABSF acknowledges and agrees that any contract not in compliance with all applicable laws shall be terminated, at ABSF’s
cost and expense, if the County determines, in its reasonable discretion, that a contract does not comply with all applicable laws. Any expenses incurred as a result of any contractor’s or independent vendor’s work or providing services on the Leased Premises shall be at the sole cost and expense of the ABSF. The ABSF shall provide copies of any contracts for services or Events to the County upon request.

6.2 **No Sublease.** The ABSF may not assign, transfer, sell, assign, sublet or sublease any part or all of the Leased Premises, or any interest in the Leased Premises, or these lease provisions without express written consent of the County, which may be withheld within the County’s sole discretion.

**ARTICLE 7: POSSESSION, USE, COMPLIANCE WITH LAWS, MAINTENANCE AND REPAIRS**

7.1 **Possession.** The ABSF acknowledges that as of the Commencement Date, it shall have made such inspections as deemed necessary by the ABSF, and the ABSF shall accept possession of the Leased Premises in its AS IS condition existing as of the Commencement Date.

7.2 **Use.** Subject to the provisions of this Article 7, the ABSF may use the Leased Premises for recreational purposes and commercial purposes consistent with any applicable laws. Prior to the commencement of any commercial use, the ABSF shall obtain consent of the County Administrator, the County Forester, and the County Zoning Administrator as to such commercial use. Notwithstanding the foregoing, the ABSF or its independent operators may sell non-alcoholic beverages, food, and other similar items on the Leased Premises so long as the sale of such items complies with the terms of the MOU and all applicable laws and restrictions.

7.3 **Compliance with Laws.** The ABSF and its independent operators shall comply with all legal requirements in the use, occupation, control and enjoyment of the Leased Premises, including but not limited to any requirements imposed upon the County based on the County’s ownership of the Leased Premises. The ABSF shall have the right, at its own cost and expense, to contest or review any legal, administrative or municipal proceeding, fine, notice or order, provided that ABSF shall contest or review of such proceedings shall be prosecuted by the ABSF with due diligence.

7.4 **Building Safety.** The ABSF shall keep the Leased Premises in a safe and secure manner. The County assumes no responsibility for the safety of the Leased Premises, or any person using or visiting the Leased Premises.

7.5 **Building Damage.**

(a) **Destruction.** In the event that any Building shall be wholly or partially destroyed, damaged or impaired by any cause whatsoever to such extent, that in the mutual judgment of the ABSF and the County, the Building is not worth rebuilding or repairing, the ABSF shall have the discretion to terminate the Lease effective sixty (60) days from the date of such destruction, damage or impairment by serving written notice to the County.
(b) **Restoration.** If the ABSF determines not to terminate this Agreement under the conditions of this paragraph, the ABSF shall, at its own expense, repair or restore any such destroyed, damaged, or impaired portions of the Building or construct a new, approved Building on said Leased Premises. The ABSF must make all reasonable attempts to complete any and all repairs, restoration or construction in a timely manner.

(c) **Removal.** If it is determined in the mutual judgement of the ABSF and the County that the Building is damaged beyond repair, the Building must be removed by the ABSF and the ABSF shall restore the Leased Premises to the condition it was in prior to the original construction of the Building.

7.6 **Maintenance and Repair.** The ABSF shall maintain, in a first-class condition and in a good state of repair (normal wear and tear excepted), at the ABSF’s sole cost and expense, the Leased Premises, including but not limited to the Building, pursuant to the terms of this Section 7.6. Specifically, the ABSF shall perform the following:

(a) **Interior Maintenance of the Building.** The ABSF shall complete all maintenance and keeping in good repair, and any needed replacement of, all items such as the interior walls and ceilings, painting, repairs or alterations of plumbing, electrical fixtures, heating systems, air conditioning, water fixtures, locking devices and all other fixtures, janitorial services such as sweeping, dusting, mopping and waxing floors, relamping, interior and exterior washing of windows, and the arrangement for sanitary removal of solid waste from the Leased Premises.

(b) **Exterior Maintenance.** The maintenance and keeping in good repair, and any needed replacement of, all items such as windows, doors and foundations of the Building, all fences, painting, siding, roof, gutters and downspouts, trimming of the grounds and landscaping of the lands appurtenant to Buildings and keeping the grounds, including drainage ditches and all paved areas, in a neat and serviceable condition.

(c) **Custodial Responsibilities.** The cleaning and custodial maintenance of the Leased Premises, including the Building, public restrooms, parking lots, and warming shacks on the Trail System.

(d) **Snow Removal.** The ABSF shall be responsible for all snow removal within ten (10) feet of Building. The County shall be responsible for all other snow removal.

(e) **Mowing.** The ABSF shall be responsible for all mowing and landscaping on the Leased Premises.

**ARTICLE 8: REMOVAL; NO ENCUMBRANCES**

8.1 **Removal.** Upon the expiration or termination of this Lease, the ABSF shall, at its sole cost and expense, remove the Building and any additional personal property on the Leased Premises within ninety (90) days of such expiration or termination, and the ABSF shall, at its sole cost and expense, restore the Leased Premises to a condition reasonably satisfactory to the County.
8.2 **No Encumbrances.** The ABSF shall not place, or allowed to be placed, any mortgage, lien (including mechanic’s liens or materialman’s liens), or any other encumbrance on the Leased Premises without the County’s written consent, which may be withheld at the County’s sole discretion. All persons dealing with the ABSF are hereby placed on notice that such persons shall not look to the County or to the County’s credit or assets for payment or satisfaction of any obligations incurred in connection with the ABSF’s use of the Leased Premises.

**ARTICLE 9: ENVIRONMENTAL MATTERS**

9.1 **Environmental Compliance.** The ABSF shall at all times comply with applicable environmental laws affecting the Leased Premises. The ABSF shall, at its own expense, maintain any permits, license or other governmental approvals relating to hazardous substances, if any, required for the ABSF’s use, or its guests’, invitees’ or other authorized users’ use.

9.2 **Notices.** If at any time a Party shall become aware, or have reasonable cause to believe, that any actionable level of hazardous substance has been released or has otherwise come to be located on or beneath the Leased Premises, such Party shall immediately give written notice of that condition to the other Party.

**ARTICLE 10: INSURANCE**

10.1 **Property Insurance** - The ABSF shall procure and shall maintain, at its expense, full insurance coverage for property and fire damage on the Building. A copy of the ABSF insurance certificate shall be deposited and on file with the County at all times.

10.2 **General Liability Insurance** - The ABSF shall procure and shall maintain, at its expense, general liability coverage at a minimum of at least $1,000,000 per occurrence and $2,000,000 general aggregate, during the life of the Lease. The ABSF shall ensure that Sawyer County, its officers, its agents, and employees are named as additionally insured under such insurance policies. A copy of the ABSF insurance certificate shall be deposited and on file with the County at all times.

**ARTICLE 11: DEFAULT**

11.1 **Events of Default.** A breach of this Lease by the ABSF shall exist if any of the following events (individually an “Event of Default” and collectively “Events of Default”) shall occur:

(a) The ABSF fails to maintain the Leased Premises to the County’s reasonable satisfaction.

(b) The ABSF fails to pay any fees, costs or amounts due to the County under this Lease, the MOU (as may be amended), or any other agreement or obligation between the Parties, or any applicable law.
(c) The ABSF fails to perform any term, covenant, or condition of this Lease to be performed by the ABSF, and the ABSF shall have failed to cure same within thirty (30) days after written notice from County.

(d) The ABSF abandons any portion of the Leased Premises.

(e) The appointment of a receiver to take possession of the Leased Premises and/or the ABSF’s operations for any reason.

(f) An assignment by the ABSF for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the ABSF under any law for the purpose of adjudicating the ABSF as bankrupt.

(g) The County fails to perform any term, covenant, or condition hereunder and does not cure such failure within thirty (30) days after written notice from ABSF.

11.2 The County’s Remedies.

(a) Uncured Default. Upon the occurrence of any Event of Default by the ABSF and shall continue uncured, following notice of default as required by this Lease and the expiration of the applicable cure period, the County may, but is not obligated to, terminate this Lease.

(b) Notice of Termination. The County shall provide the ABSF written notice of the County’s election to terminate the Lease, and upon such notice, all of the ABSF’s rights in the Leased Premises shall terminate.

(c) Liability for Costs. The ABSF shall be liable to the County for any and all actual damages sustained by the County as a result of any breach of the Lease by the ABSF, regardless of whether the County elects to terminate the Lease as a result of the breach.

(d) No Waiver. Nothing within this Lease shall be deemed a waiver of any rights and remedies provided by law or equity to the County.

11.3 Cumulative Remedies. The remedies given to each Party herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

11.4 Waiver of Breach. No waiver by a Party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition.

ARTICLE 12: SURRENDER OF THE LEASED PREMISES

12.1 Termination. This Lease shall terminate on December 31, 2029, subject to the options to renew set forth in this Lease.
12.2 **Surrender.** The ABSF shall surrender all portions of the Leased Premises upon termination of this Lease.

**ARTICLE 13: INDEMNIFICATION**

13.1 **Indemnity by the ABSF.** The ABSF (including the ABSF’s members, managers, agents, employees, invitees officers, independent operators and representatives) agrees to protect, defend, reimburse, indemnify and hold the County, as well as its agents, employees, administrators, representatives and elected officers, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys’ fees) and causes of action of every kind and character against and from the County that may arise as a result of any action or inaction by ABSF (including the ABSF’s members, managers, agents, employees, invitees officers, independent operators and representatives). The ABSF’s obligations hereunder shall survive the expiration or termination of this Lease.

13.2 **Indemnity by the County.** The ABSF understands and acknowledges that the County is not authorized to indemnify or hold the ABSF harmless. The ABSF hereby waives any right or claim to indemnification by the County.

**ARTICLE 14: NOTICES**

14.1 **Generally.** Any notice, approval, demand or other communication required or desired to be given pursuant to this Lease shall be in writing and delivered by electronic mail to the current email addresses for each Party below or by United States mail, postage prepaid, and unless sooner received, each notice shall be deemed received seventy-two (72) hours after same shall have been so deposited in the United States mail addressed as set forth below:

If to the County: Sawyer County  
Attention: Sawyer County Administrator  
10610 Main Street, Suite 23  
Hayward, WI 54843  
Current email address: tom.hoff@sawyercountygov.org

If to the ABSF: American Birkebeiner Ski Foundation, Inc.  
Attention: Executive Director  
10527 Main Street  
Hayward, WI 54843  
Current email address: ben.popp@ABSF.com

14.2 **Change of Address.** A Party may change its respective address by giving written notice to the other Party in accordance with the provisions of this Article 14.

**ARTICLE 15: QUIET ENJOYMENT; COUNTY’S RIGHT TO INSPECT**
15.1 **Quiet Enjoyment.** The County covenants that, provided no Event of Default has occurred under the terms of the Lease, the ABSF shall have quiet and peaceful possession of the Leased Premises.

15.2 **Right to Inspect.** The County reserves the right to enter the Leased Premises for purposes of conducting normal and periodic inspections of the Leased Premises by its agents or employees, provided such inspections shall be subject to the terms of this Lease.

**ARTICLE 16: GENERAL TERMS**

16.1 **MOU.** In the event of any conflict of terms between this Lease and the MOU, the terms of this Lease shall control.

16.2 **Captions.** The captions used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

16.3 **Entire Agreement.** Except for the MOU, the Parties acknowledge that this Lease represents the full and complete agreement between the Parties. Any prior agreement, whether written or oral, is hereby terminated.

16.4 **Binding Effect; Successors and Assigns.** The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors and assigns.

16.5 **Amendments.** All actions seeking amendment of this Lease shall be in writing approved and executed by both Parties. The County Land, Water & Forestry Resources Committee (or other Committee of Jurisdiction) shall be charged with jurisdiction to review any requests to amend this Lease, and any amendment shall be approved by the County Board of Supervisors as required by Wis. Stat. § 59.52(6).

16.6 **Counterparts.** Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

16.7 **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

16.8 **Governing Law; Interpretation.** This Lease shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either the County or the ABSF.
16.9 **No Partnership.** The Parties hereto agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between the County and the ABSF.

16.10 **Entities Bound; Authority to Act.** The Parties represent and warrant that the entities set forth in this Lease shall be the only parties to whom the benefits prevail. No other entity, partner, subcontractor, or assignee shall be entitled to the rights, privileges and benefits set forth in this Lease. The individual executing this Lease hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound.

16.11 **Assignment.** Neither Party may assign this Lease, or any portion thereof, to another party without express written consent of the non-assigning Party.

16.12 **Actions Pursuant to County Police Power.** The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County’s sole discretion, regardless of the terms and conditions of this Lease in order to comply any Applicable Laws or restrictions applicable to the County.

16.13 **Good Faith.** The Parties agree to work in good faith in all matters relating to the Leased Premises and this Lease.

*SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)*
IN WITNESS WHEREOF, the undersigned have executed and delivered this Ground Lease as of the date referenced above.

SAWYER COUNTY

________________________________
By: _____________________________
Its: _____________________________

AMERICAN BIRKEBEINER SKI FOUNDATION, INC., a Wisconsin nonprofit corporation

________________________________
By: _____________________________
Its: _____________________________

STATE OF WISCONSIN )
) SS.
COUNTY OF SAWYER )

Before me, a Notary Public is and for said County and State, personally appeared ________________, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at __________________, this ____ day of ___________, 2020.

NOTARY PUBLIC
My commission expires:______________

STATE OF WISCONSIN )
) SS.
COUNTY OF SAWYER )

Before me, a Notary Public is and for said County and State, personally appeared ________________________, on behalf of the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonprofit corporation. In witness whereof, I have hereunto set my hand and official seal at __________________, this ____ day of ___________, 2020.

NOTARY PUBLIC
My commission expires:______________
Exhibit A
Leased Premises

(See attached)
Exhibit B
Trail System

(See attached)
Exhibit C
Memorandum of Understanding

(See attached)
Resolution __________________

RESOLUTION AUTHORIZING
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, Wisconsin law permits Sawyer County (the “County”) to own real property
and to enter into certain agreements to regulate the activities and operations on its real property;

WHEREAS, the County owns property on County Trunk Highway OO, Town of Spider
Lake, County of Sawyer, Wisconsin (the “OO Property”);

WHEREAS, the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonstock
corporation (“ABSF”) and the County entered into that certain Agreement – American
Birkebeiner Trail System and Trailheads dated December 15, 2016, as amended (the “Original
Agreement”) to set forth various agreements between the County and the ABSF;

WHEREAS, the ABSF constructed a building on the trailhead located on the
OO Property after the Original Agreement was executed;

WHEREAS, the ABSF has modified its operations and plans for future operations since
entering into the Original Agreement, and therefore the ABSF and the County desire to clarify
the terms and conditions in the Original Agreement by entering into a new Memorandum of
Understanding and Agreement (the “MOU”); and

WHEREAS, the County Land, Water & Forestry Resources Committee reviewed and
discussed the MOU at its meeting on August 12, 2020, and voted to recommend that the County
Board of Supervisors approve the MOU at its meeting on August 20, 2020.

NOW, THEREFORE, BE IT RESOLVED, the Sawyer County Board of Supervisors
determines the following:

1. **Recitals.** The Recitals set forth above are true and correct, and are hereby
   incorporated into this Resolution.

2. **Approval of Memorandum of Understanding and Agreement.** The Sawyer
   County Board of Supervisors hereby approves the terms of the MOU as set forth
   in Exhibit A.

3. **Health, Welfare and Safety.** The County’s entering into the MOU is beneficial to
   the health, welfare and safety of Sawyer County’s residents, taxpayers and
   visitors.

4. **Additional Actions.** The Sawyer County Clerk, or the Sawyer County Clerk’s
   designee(s), shall take all necessary steps to ensure that Sawyer County Board of
   Supervisor’s action and decision set forth herein is completed.
The Sawyer County Board of Supervisors this 20th day of August, 2020, hereby adopts this Resolution and approves the terms of the Memorandum of Understanding and Agreement.

_______________________________  _______________________________
Tweed Shuman                     Carol Williamson
Sawyer County Board of Supervisors Chairman  Sawyer County Clerk

This Resolution and Memorandum of Understanding and Agreement was recommended for adoption by the Sawyer County Board of Supervisors at its meeting on August 20, 2020, by this Sawyer County Land, Water & Forestry Resources Committee on the 12th day of August, 2020.

_______________________________  _______________________________
Bruce Paulsen, Chairperson        Ron Buckholtz, Vice Chairperson

_______________________________  _______________________________
Jesse Boettcher, Member           Marc Helwig, Member

_______________________________
Susie Taylor, Member

Exhibit A – Memorandum of Understanding and Agreement
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (the “MOU”) is entered into this _____ day of _____________ 2020, by and between Sawyer County, Wisconsin (the “County”) and the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonstock corporation (“ABSF”). The County and the ABSF may be referred to herein singularly as a “Party” or collectively as the “Parties”.

RECITALS

A. The County owns certain real property in the County more particularly described in Exhibit A, which is attached hereto and incorporated herein (the “Subject Property”), wherein a portion of what is commonly known as the Birkie Trails and Birkie Trailheads are located.

B. ABSF has been improving, developing, repairing and maintaining, and promoting the use of the Birkie Trails & Trailheads for Silent Sports purposes, and developing, promoting and operating Silent Sports events on the Birkie Trails & Trailheads.

C. The County acknowledges that the activities described under Recital B hereof, require specific knowledge, training, and experience, all of which are possessed by ABSF, and the County desires ABSF to so continue stimulating Silent Sports on the Birkie Trails & Trailheads and to encourage and attract visitors and tourist dollars to such and to Sawyer County, Wisconsin.

D. ABSF desires to so continue stimulating Silent Sports on the Birkie Trails & Trailheads and to encourage and attract visitors and tourist dollars to such and to Sawyer County, Wisconsin by continuing to operate, improve and invest in the activities described under Recital B hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The County and ABSF acknowledge and agree that the Recitals above are true and accurate, and each Recital is incorporated into this MOU.

2. Definitions. In addition to the definitions set forth above, the following words and phrases shall have the meanings set forth below.

   (a) “Applicable Laws” means all laws, statutes, administrative codes, ordinances, policies, regulations and resolutions that apply to or may apply to the activities and rights set forth in this MOU and the activities and rights set forth in the OO Ground Lease, including but not limited to, park or event permitting requirements, environmental and storm water regulations, zoning ordinances, health and all regulations and requirements relating to any Event or use of the Subject Property. “Applicable Laws” also includes laws, ordinances, regulations, codes, orders and rules that may apply to the ABSF as an agent of the County.
(b) “Birkie Trails” means the County’s trail system maintained by the ABSF and subject to this MOU.

(c) “Birkie Trailheads” means access points to the Birkie Trails, which may include parking areas, restrooms, warming buildings or temporary shelters, storage buildings, lights, trailhead information boards and signs, and donation boxes. The Birke Trailheads that exist in the County on the Effective Date are commonly known as follows: (i) Mosquito Brook Trailhead, (ii) Gravel Pit Trailhead, (iii) Boedecker Trailhead, (iv) Fire Tower Trailhead, (v) Birkie Ridge Trailhead, and Hatchery Trailhead.

(d) “Effective Date” means the date upon which this MOU is duly signed by an authorized individual on behalf of each Party.

(e) “Events” means events that have been traditionally been held by ABSF or on the Birkie Trails or Birkie Trailheads in previous years and are planned for future years, such as the Birkie Tour, American Birkebeiner, Kortelopet, Prince Haakon, Fat Bike Birkie, Birkie Trail Run and Trek. “Events” also means any future or new events that may be scheduled or held on the Subject Property.

(f) “Event of Default” means the happening of an event set forth in Section 9 herein and/or the failure of a Party to perform any obligation, requirement or responsibility pursuant to the terms and conditions set forth in this MOU.

(g) “OO Building” means the building located on County property located on CTH OO in the approximate location depicted in Exhibit B, a copy of which is attached hereto and incorporated herein.

(h) “OO Ground Lease” means that certain Ground Lease between the County and the ABSF, as may be amended, a copy of which is attached hereto and incorporated herein as Exhibit C, and which sets forth parameters regarding ABSF’s use and occupation of the OO Leased Premises.

(i) “OO Leased Premises” means the real property upon which the OO Building sits and the property subject to the OO Ground Lease.

(j) “Silent Sports” means non-motorized sports and activities such as hiking, biking, cross-country skiing, trekking, walking, and running.

(k) “Subject Property” means the Parcel Identification Nos. on Addendum A of the original agreement (Doc. No. 406844), subject to this MOU, including the Birkie Trails, Birkie Trailheads, and the Leased Premises.

(l) “Term” means the Term of this Agreement set forth in Section 6 herein.

3. Events and Use of the Birkie Trails and Trailheads.

(a) Right to Use Birkie Trails and Trailheads. Subject to the provisions in Sections 3(d) and 3(e) herein, the County grants to ABSF the right to use, promote, prepare for,
host and hold Events on the Subject Property for the Term of this Agreement and subject to the terms, requirements and conditions set forth in this MOU. In the Event of Default, the ABSF’s right to use the Birkie Trails and Trailheads shall be terminated, as more fully described in Section 9 herein. Any expenses incurred as a result of the use of the Subject Property, or as a result of any Event, shall be at the sole cost and expense of ABSF.

(b) **Use of Birkie Trails and Trailheads and Privileges Afforded the ABSF.**

(i) In the context of the existing and historic use of the Birkie Trailheads by ABSF, the County grants to ABSF the unrestricted, non-exclusive right to continue this use for Events. The County also grants to ABSF the following privileges concerning the infrastructure located at the Birkie Trailheads:

1. Buildings used for the storage of ABSF’s Birkie Trails maintenance equipment shall not be open to the public due to concerns of public safety and welfare.

2. During ABSF’s Events, ABSF shall have exclusive use and charge of the Birkie Trailheads.

3. The Parties hereto shall coordinate specific dates and times wherein ABSF shall have exclusive use of a certain Birkie Trailhead for a particular function or Event.

(c) **Scheduling.** The Parties shall share joint responsibility for the scheduling of Events on the Birkie Trails and Trailheads in compliance with all Applicable Laws, County policies, and the OO Ground Lease. The County shall be the permitting authority for all Events on the Birkie Trails and Birkie Trailheads. The Parties agree to work in good faith for the scheduling of Events, including the use of a shared calendar for the scheduling of Events and any Event requirements. The Party shall make available to the other Party copies of any contracts, documents or other materials pertaining to an Event. The County may object to and terminate any Event if the County, in its sole discretion, determines that an Event does not comply with all Applicable Laws. Notwithstanding the terms of this Section 3(b), ABSF acknowledges that it shall comply with all permitting requirements set forth in any Applicable Law, including securing a permit or other approvals for any ABSF Event.

(d) **Percentage of Fees.** ABSF shall pay to the County an amount equal to five percent (5%) of all Gross Receipts of all fees charged by ABSF for use of the OO Leased Premises. “Gross Receipts” includes all collected cash, credit, compensation, items of value and charges for sales and services less federal, state or municipal sale, use or other similar taxes collected from users, customers or vendors. The payments for any amounts to be paid by ABSF to the County set forth in this Section 3(d) shall be paid to the County on or before the twentieth (20th) day following the end of each month during the term of this MOU, together with a report and sufficient documentation to support ABSF’s calculation of the fees, to the County’s reasonable satisfaction. Failure to make timely payment within ten (10) days after such payment becomes due shall incur interest at the rate of one and one-half percent (1 1/2%) per month.
(e) **Permitted Uses in OO Building and on the OO Leased Premises.**

(i) The Parties acknowledge and agree that the OO Building represents an opportunity for uses in addition to the traditional uses of the Subject Property. The Parties also acknowledge and agree that specific uses must be set forth in this MOU in order to protect the health, welfare and safety of the public.

(ii) The Parties agree that the OO Building and on OO Leased Premises, or any Events held at the OO Building or on the OO Leased Premises, shall be restricted to the following uses:

1. Silent Sport activities.
2. Sale of food and non-alcoholic beverages.
4. Educational activities, Silent Sport training activities, and health/wellness activities.
5. One-time rental for events such as weddings, parties or other single-use events.

(iii) The ABSF may not license, rent, sublease or otherwise grant an approval for the conduct of any ongoing business to another party without express written consent of the County, which may be withheld in the County’s sole discretion.

(iv) **Public Use and Public Space.** Notwithstanding any provision contained in this MOU to the contrary, the Parties acknowledge and agree that the Subject Property is for the benefit of the public and shall therefore be open to the public. ABSF agrees to comply with all Applicable Laws in light of the public benefit and public use, including but not limited to restrictions on commercial activities and uses, agricultural uses or commercial sale of natural resources, the terms and provisions of any requirements set forth in any contract or agreement that the County may be a party to for the benefit of the public. Any noncompliance with the terms of Applicable Laws or other restrictions on the Subject Property shall be an Event of Default. In addition, ABSF shall comply with all terms and provisions of any County Comprehensive Plan, Sawyer County Forest Comprehensive Land Use Plan, Managed Forestry Plan, or other planning document or agreement.

(f) **Consideration of Public Purposes.** The ABSF hereby acknowledges and agrees that the Subject Property is owned and managed by the County (subject to the rights, interests and privileges set forth in this MOU and in the OO Ground Lease) for a broad range of public purposes and hereby agrees to support the County’s ownership and management decisions in good faith. The ABSF also agrees that the rights and privileges granted in this MOU shall not be used as a basis to oppose that ownership/management and corresponding actions taken by the County to the extent such ownership/management and corresponding actions are not inconsistent with this MOU and the rights and privileges granted to ABSF hereunder.
(g) **Taxes.** The ABSF shall pay all taxes that may be assessed on ABSF’s personal property or structures located on the Subject Property. The ABSF shall pay all other taxes that may be assessed for Events, including but not limited to sales tax.

(h) **Removal of Personal Property.** Upon termination of this MOU, all such personal property owned by ABSF shall be removed from the Birkie Trails and Birkie Trailheads and shall be restored to a condition reasonably satisfactory to the County all at ABSF’s sole cost and expense, and no later than 90 days after the date of termination.

(i) **Compliance with Applicable Laws.** The ABSF, as well as its employees, agents, contractors, subcontractors, independent vendors, and all persons or entities working for or on behalf of the ABSF, shall comply with all Applicable Laws that govern or in any way apply to any Event or use of the Subject Property. The County may object to, and ABSF shall terminate, any Event or contract for the use of the Subject Property if the County, in its sole discretion, determines that an Event or contract for use of the Subject Property does not comply with all Applicable Laws.

(j) **Permits and Approvals.** Notwithstanding the provisions of Section 3(b) and Section 3(c) above, and in addition to complying with all Applicable Laws, the ABSF shall obtain or cause to be obtained, all necessary licenses, permits or approvals required for or relating to the use of any portion of the Subject Property. Notwithstanding any of the foregoing, the ABSF acknowledges and accepts that the ABSF shall comply with the permitting process for each Event, regardless of whether such Event is held on an annual basis.

(k) **Subcontracts.** The ABSF may subcontract with contractors or independent vendors for services, to assist in hosting Events, or otherwise using the Subject Property. The ABSF shall ensure that any contractors and/or independent vendor comply with all Applicable Laws, including obtaining all necessary permits, licenses or other approvals necessary for the work or use of the Subject Property by any subcontractor and/or independent vendor, payment of all taxes that may be assessed, including sales. The ABSF acknowledges and agrees that any contract not in compliance with all Applicable Laws shall be terminated, at ABSF’s cost and expense, if the County determines, in its sole discretion, that a contract does not comply with all Applicable Laws. Any expenses incurred as a result of any contractor’s or independent vendor’s work or providing services to the ABSF shall be at the sole cost and expense of the ABSF. The ABSF shall provide copies of any contracts for services or Events to the County upon request.

(l) **Proceeds.** In consideration for the financial benefits that the Events provide to the County, its residents’ and visitors’ health and welfare, the County agrees that any proceeds raised from hosting Events shall solely belong to ABSF. Notwithstanding the foregoing, ABSF shall pay other sums due and owing to the County as required by any Applicable Law.

4. **Maintenance, Repair, Improvement, Development of Birkie Trails and Trailheads.**

(a) **Maintenance and Repair of Birkie Trails and Trailheads.** In consideration for the rights and privileges granted to the ABSF in this MOU, the ABSF agrees to conduct, at the ABSF’s sole cost and expense, all maintenance, repair, improvement or construction of all portions of the Birkie Trails and Trailheads.
(b) **Improvement and Development of Birkie Trails and Trailheads.** The County grants to ABSF the right to improve and develop the Birkie Trails and Trailheads upon the County’s prior written approval of any such plans to improve or develop the Birkie Trails and Trailheads. Any improvement or development costs shall be the sole responsibility and obligation of the ABSF.

(c) **Existing and Future Improvements, Buildings and Personal Property on Birkie Trailheads.** The Parties acknowledge and agree that existing improvements, buildings and personal property located on the Birkie Trailheads that have been funded and stored, installed or constructed by ABSF, and any future improvements, buildings and personal property funded and stored, installed or constructed by ABSF, at ABSF’s sole cost and expense, at the Birkie Trailheads after the Effective Date, shall be owned by ABSF.

(d) **Other Improvements.** The ABSF shall make and maintain the following improvements to the Birkie Trails and Trailheads:

(i) ABSF shall provide informational and warning signs, at its sole cost and expense, at the Birkie Trails and Birkie Trailheads to promote and encourage safe recreational use thereof.

(ii) ABSF shall maintain and repair the OO Building and OO Leased Premises, as set forth in the OO Ground Lease.

5. **Fees.**

(a) **Birkie Trails Pass.** In consideration for the financial benefits that such undertakings provide to the public, the County agrees that any funds raised by the Birkie Trail Pass system (approved by the Sawyer County Board of Supervisors on December 19, 2013, as recorded in the minutes of such meeting), shall solely belong to ABSF and shall be used toward the cost of maintaining and repairing the Birkie Trails. In April of each year during the term of this MOU, the ABSF shall inform the County of the funds raised by the Birkie Trail Pass system and how such funds were spent for the preceding December 1 through March 31 time period.

(b) **Fees.** Notwithstanding any term of this MOU, ABSF shall pay any fee due to the County required by any Applicable Law and the OO Ground Lease.

6. **Term and Renewal Periods.**

(a) **Term.** Unless earlier terminated pursuant to the terms set forth in this MOU, the term of this MOU shall end on the date which is 10 years following the Effective Date. The Parties acknowledge and accept that this MOU must be reviewed by the appropriate County committee of jurisdiction and be approved by the County Board of Supervisors prior to the Effective Date.

(b) **Renewal Options.** There shall be six (6) ten (10)-year renewal options to the Term of this MOU. Each renewal option may be exercised by ABSF by written notice to the County at least six (6) months prior to the termination date of the then-current Term. In order to be effective, each renewal option so exercised must be accepted and approved in writing in a
recordable form by the County. The County undertakes to seek such acceptance and approval reasonably promptly following its receipt of ABSF’s written renewal notice.

7. **Indemnification.**

   (a) **By the ABSF.** The ABSF (including the ABSF’s members, managers, agents, employees, invitees officers, independent operators and representatives) agrees to protect, defend, reimburse, indemnify and hold the County (as well as its agents, employees, administrators, representatives and elected officers, and each of them), free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys’ fees) and causes of action of every kind and character against and from the County that may arise as a result of any action or inaction by ABSF (including the ABSF’s members, managers, agents, employees, invitees officers, independent operators and representatives). The ABSF’s obligations hereunder shall survive the expiration or termination of this MOU.

   (b) **By the County.** The ABSF understands and acknowledges that the County is not authorized to indemnify or hold the ABSF harmless. The ABSF hereby waives any right or claim to indemnification by the County.

8. **Insurance.** ABSF shall carry and maintain during the Term of this MOU liability insurance coverage in an amount of no less than $1,000,000.00 and shall name the County as an additional insured. ABSF shall deliver a copy of the policy of insurance and/or a Certificate of Insurance to the County Administrator upon request.

9. **Default.**

   (a) **Events of Default.** The occurrence of any of the following events below shall constitute an Event of Default:

      (i) The ABSF fails to maintain the Birkie Trails and Trailheads to the County’s sole satisfaction.

      (ii) The ABSF fails to pay any fees, costs or amounts due to the County under this MOU, the Ground Lease (as may be amended), any applicable law, or any other agreement or obligation between the Parties.

      (iii) The ABSF fails to perform any term, covenant, or condition of this MOU does not cure such failure within thirty (30) days after written notice from County.

      (iv) The ABSF abandons any part of the Birkie Trails System, the Trailheads, or the OO Building.

      (v) The appointment of a receiver to take possession of any portion of the Subject Property and/or any other asset owned by the ABSF for any reason.
(vi) An assignment by the ABSF for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the ABSF under any law for the purpose of adjudicating the ABSF as bankrupt.

(vii) The breach of any the term or condition of the OO Building Lease.

(viii) Any noncompliance with the terms of Applicable Laws or other restrictions on the Subject Property in light of the County’s ownership and public use of the Subject Property.

(ix) Any failure to comply with any Applicable Laws.

(x) The County fails to perform any term, covenant, or condition hereunder and does not cure such failure within thirty (30) days after written notice from ABSF.

(b) Notice of an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting Party shall provide written notice to the other Party.

(c) Cure Period. The defaulting Party shall have sixty (60) days following written notice of the Event of Default to cure such Event of Default.

(d) Termination. Upon the occurrence of any Event of Default that is not cured pursuant to Section 9(c) above, the non-defaulting Party may, but is not obligated to, terminate this MOU. The non-defaulting Party shall provide written notice of the termination, and thereafter, all the rights and privileges set forth in this MOU shall terminate, including but not limited to, the ABSF’s right to use Subject Property.

(e) Liability for Costs. The defaulting Party shall be liable to the non-defaulting Party for all actual damages, costs, fees and expenses incurred as a result of the defaulting Party’s failure to cure the Event of Default or as a result of the termination of this MOU, regardless of whether the County elects to terminate this MOU Lease as a result of the Event of Default.

(f) Cumulative Remedies. The remedies given to each Party herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this MOU.

(g) Waiver of Breach. No waiver by a Party of any default by the other Party shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition.

10. Relationship of Parties. ABSF is, and shall be deemed to be, an independent contractor responsible for its respective acts and omissions, and the County shall in no way be responsible for any acts of ABSF.


(a) OO Ground Lease. In the event of any conflict of terms between this MOU and the OO Ground Lease, the OO Ground Lease shall control.
(b) **Captions.** The captions used in this MOU are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this MOU.

(c) **Entire Agreement.** Except for the OO Ground Lease, the Parties acknowledge that this MOU represents the full and complete agreement between the Parties. Any prior agreement, whether written or oral, is hereby terminated.

(d) **Binding Effect; Successors and Assigns.** The terms and provisions of this MOU shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors and assigns.

(e) **Severability.** The invalidity of any portion, article, paragraph or provision of this MOU shall not have any effect upon the validity of any other part or portion thereof.

(f) **Governing Law.** This MOU shall be construed in accordance with the laws of the State of Wisconsin.

(g) **Amendments.** All actions seeking amendment of this MOU shall be in writing approved and executed by both Parties. The County Land, Water & Forestry Resources Committee (or other Committee of Jurisdiction) shall be charged with jurisdiction to review any requests to amend this MOU, and any amendment shall be approved by the County Board of Supervisors as required by Wis. Stat. § 59.52(6).

(h) **Notices.** All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To Sawyer County:

Attention: Sawyer County Administrator
10610 Main Street, Suite 23
Hayward, WI 54843

To the ABSF:

American Birkebeiner Ski Foundation, Inc
Attention: Executive Director
10527 Main Street
Hayward, WI 54843

Current email address:

(i) **Notice of Change in Address.** The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.
(j) **No Partnership.** The Parties hereto agree that nothing contained in this MOU shall be deemed or construed as creating a partnership, joint venture, or association between the County and the ABSF.

(k) **Entities Bound; Authority to Act.** The Parties represent and warrant that the entities set forth in this MOU shall be the only parties to whom the benefits prevail. No other entity, partner, subcontractor, or assignee shall be entitled to the rights, privileges and benefits set forth in this MOU. The individual executing this MOU hereby represents and warrants that he has authority to act on behalf of the entity intended to be bound.

(l) **Assignment.** Neither Party may assign this MOU, or any portion thereof, to another Party without express written consent of the non-assigning Party.

(m) **Actions Pursuant to County Police Power.** The County reserves the right to take any action it considers necessary to protect the health, welfare and safety of the public, in the County’s discretion, regardless of the terms and conditions of this MOU in order to comply any Applicable Laws or restrictions applicable to the County.

(n) **Good Faith.** The Parties agree to work in good faith in all matters relating to the Subject Property.

*(Signatures Appear on the Following Page(s))*
IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Understanding and Agreement as of the date referenced above.

SAWYER COUNTY

________________________________
By: ____________________________
Its: ____________________________

AMERICAN BIRKEBEINER SKI
FOUNDATION, INC.,
a Wisconsin nonstock corporation

________________________________
By: ____________________________
Its: ____________________________

STATE OF WISCONSIN )
COUNTY OF SAWYER ) SS.

Before me, a Notary Public is and for said County and State, personally appeared ___________________, Sawyer County Administrator, on behalf of Sawyer County. In witness whereof, I have hereunto set my hand and official seal at ____________________, this ___ day of ___________, 2020.

______________________________
NOTARY PUBLIC
My commission expires:____________

STATE OF WISCONSIN )
COUNTY OF SAWYER )

Before me, a Notary Public is and for said County and State, personally appeared ____________________ on behalf of the American Birkebeiner Ski Foundation, Inc., a Wisconsin nonstock corporation. In witness whereof, I have hereunto set my hand and official seal at ____________________, this ___ day of ___________, 2020.

______________________________
NOTARY PUBLIC
My commission expires:____________
Exhibit A
Subject Property

(See attached)
Exhibit B
“OO Building” location
(See attached)
Exhibit C
OO Ground Lease

(See attached)
Real Estate  Sawyer County Property Listing
Today's Date: 7/9/2020

Description  Updated: 8/5/2013
Tax ID: 291
PIN: 57-002-2-40-08-31-5 15-156-111300
Legacy PIN: 002106111300
Map ID: -13.11.13 & 14
Municipality: (002) TOWN OF BASS LAKE
STR: S31 T40N R08W
Description: ARENDEPOST BEACH 1ST ADD LOTS 13 & 14 BLK 11
Recorded Acres: 0.138
Calculated Acres: 0.138
Lottery Claims: 0
First Dollar: No
Zoning: (RR1) Residential/Recreational One
ESN: 447

Tax Districts  Updated: 2/6/2007
1  State of Wisconsin
57  Sawyer County
002  Town of Bass Lake
572478  Hayward Community School District
001700  Technical College

Recorded Documents  Updated: 1/23/2014
JUDGMENT
Date Recorded: 10/21/1982

Ownership  Updated: 8/5/2013
SAWYER COUNTY  HAYWARD WI

Billing Address:  SAWYER COUNTY
10610 MAIN ST STE 10
HAYWARD WI 54843
Mailing Address:
10610 MAIN ST STE 10
HAYWARD WI 54843

Site Address  * indicates Private Road
N/A

Property Assessment  Updated: 2/6/2007
2020 Assessment Detail

<table>
<thead>
<tr>
<th>Code</th>
<th>Acres</th>
<th>Land</th>
<th>Imp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X3-EXEMPT COUNTY</td>
<td>0.138</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

2-Year Comparison  2019  2020  Change
Land: 0 0 0.0%
Improved: 0 0 0.0%
Total: 0 0 0.0%

Property History
N/A
APPLICATION TO PURCHASE COUNTY-OWNED LAND

SAWYER COUNTY TREASURER’S OFFICE
P.O. BOX 935
HAYWARD, WI 54843-0935  715/634-4866

David Miller

PLEASE PRINT THE FULL NAME(S) AS YOU WANT IT LISTED ON THE DEED

1457 E. Lycoming St  Philadelphia, PA 19124
ADDRESS  CITY, STATE, ZIP

PHONE NUMBER  847-730-9859

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER
SALE LIST DATED 2019 DESCRIBED AS FOLLOWS:

Abendpost Beach Subdivision 1st Addition Lots 13 and 14 Block 11  31.40.8  0.14
DESCRIPTION  SECTION TOWNSHIP RANGE  ACRES

LEGACY PIN #  002106111300

I AM SUBMITTING PAYMENT, MADE PAYABLE TO THE SAWYER COUNTY TREASURER, OF $ 600.00 WHICH
IS AT LEAST THE AMOUNT OF THE MINIMUM BID AT THE LAST ADVERTISED LAND SALE, PLUS A $30.00
RECORDING FEE.

I have read and understand the NOTICE provision as printed below.

SIGNED:  DATED:  06/25/2020

NOTICE
The Land, Water and Forest Resources Committee of the Sawyer County Board of Supervisors reserves the right to
accept or reject any and all bids. Parcels (and improvements thereto) are sold “as is” and are subject to any and all
reservations, easements, and exceptions of record; and are subject to the provisions of Sawyer County zoning,
sanitary code, and subdivision control ordinances and regulations, and to any and all federal, state and local
government laws and regulations. By applying for purchase of parcels included in this list the successful applicant
agrees to hold Sawyer County harmless for any and all costs and expenses that might be required for procurement of
evidence of title, property boundaries, access rights and/or development of said access, and for the condition of the
land and/or improvements thereto.

The buyer is responsible for inspection of property prior to the sale. Sawyer County does not guarantee title,
acreage, access rights, location of property boundaries, or condition of the land and/or improvements thereto.
Sawyer County will issue only quit claim deeds, conveying only whatever interest Sawyer County has in each
parcel, upon sale of the parcels, and will reserve any existing road right-of-way and flowage easements. Acreage
amounts listed for each parcel in the tax roll and on the land sale list, and tax parcel map depictions of parcels may
not be accurate and are not guaranteed by Sawyer County.

10/18/2019 9:52 AM
W:\Treasurer\County Land Sale Lists & Forms\LAND SALE OTC APPLICATION2019.docx
# Real Estate Sawyer County Property Listing

**Today's Date:** 7/9/2020

## Description

<table>
<thead>
<tr>
<th>Property</th>
<th>Updated: 9/10/2018</th>
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</thead>
<tbody>
<tr>
<td>Tax ID:</td>
<td>43230</td>
</tr>
<tr>
<td>PIN:</td>
<td>57-002-2-40-08-31-5 15-156-162901</td>
</tr>
<tr>
<td>Legacy PIN:</td>
<td>002106162901</td>
</tr>
<tr>
<td>Map ID:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td>(002) TOWN OF BASS LAKE</td>
</tr>
<tr>
<td>STR:</td>
<td>531 T40N R08W</td>
</tr>
<tr>
<td>Description:</td>
<td>ABENDPOST BEACH 1ST ADDN LOTS 29-30 BLK 16</td>
</tr>
<tr>
<td>Recorded Acres:</td>
<td>0.138</td>
</tr>
<tr>
<td>Calculated Acres:</td>
<td>0.000</td>
</tr>
<tr>
<td>Lottery Claims:</td>
<td>0</td>
</tr>
<tr>
<td>First Dollar:</td>
<td>No</td>
</tr>
<tr>
<td>Zoning:</td>
<td>(RR1) Residential/Recreational One</td>
</tr>
<tr>
<td>ESN:</td>
<td>447</td>
</tr>
</tbody>
</table>

## Tax Districts

<table>
<thead>
<tr>
<th>Tax District</th>
<th>Updated: 9/10/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>State of Wisconsin</td>
</tr>
<tr>
<td>57</td>
<td>Sawyer County</td>
</tr>
<tr>
<td>002</td>
<td>Town of Bass Lake</td>
</tr>
<tr>
<td>572478</td>
<td>Hayward Community School District</td>
</tr>
<tr>
<td>001700</td>
<td>Technical College</td>
</tr>
</tbody>
</table>

## Recorded Documents

- **NOTE**
  - Date Recorded: 9/10/2018
  - Grantee: MERGED -2900 AND -3000 PER DIANNE INCE

- **JUDGMENT**
  - Date Recorded: 8/8/2017
  - Tax ID: 408042

- **JUDGMENT**
  - Date Recorded: 8/25/2010
  - Tax ID: 368206

- **WARRANTY DEED**
  - Date Recorded: 6/9/1971
  - Tax ID: 137157 230/92

## Property Status: Current

**Created On:** 9/10/2018 1:05:23 PM

## Ownership

- **SAWYER COUNTY**
- **HAYWARD WI**

## Billing Address:

- **SAWYER COUNTY**
- **10610 MAIN ST STE 10**
- **HAYWARD WI 54843**

## Mailing Address:

- **SAWYER COUNTY**
- **10610 MAIN ST STE 10**
- **HAYWARD WI 54843**

## Site Address * Indicates Private Road

| N/A |

## Property Assessment

**Updated: 5/24/2019**

### 2020 Assessment Detail

<table>
<thead>
<tr>
<th>Code</th>
<th>Acres</th>
<th>Land</th>
<th>Imp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X3-EXEMPT COUNTY</td>
<td>0.138</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## 2-Year Comparison

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Improved</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>2019</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2020</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## Change

- Land: 0.0%
- Improved: 0.0%
- Total: 0.0%

## Property History

### Parent Properties

<table>
<thead>
<tr>
<th>Tax ID</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>57-002-2-40-08-31-5 15-156-162900</td>
<td>337</td>
</tr>
<tr>
<td>57-002-2-40-08-31-5 15-156-163000</td>
<td>338</td>
</tr>
</tbody>
</table>

### HISTORY

- **Tax ID:** 338
- **Pin:** 57-002-2-40-08-31-5 15-156-163000
- **Legal Pin:** 002106163000
- **Map ID:** -13.16.30

- **Tax ID:** 337
- **Pin:** 57-002-2-40-08-31-5 15-156-162900
- **Legal Pin:** 002106162900
- **Map ID:** -13.16.29

43230 This Parcel Parents Children
APPLICATION TO PURCHASE COUNTY-OWNED LAND

SAWYER COUNTY TREASURER'S OFFICE
P.O. BOX 935
HAYWARD, WI 54843-0935 715/634-4868

Anthony Miller

PLEASE PRINT THE FULL NAME(S) AS YOU WANT IT LISTED ON THE DEED

1457 E. Lycoming St Philadelphia, PA 19124

ADDRESS CITY, STATE, ZIP

PHONE NUMBER 847-409-1042

I HEREBY APPLY FOR THE PURCHASE OF ITEM NUMBER
SALE LIST DATED 2019 DESCRIBED AS FOLLOWS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Section Township Range</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abendpost Beach Subdivision 1st Addition, Lots 29 and 30 Block 16</td>
<td>31.40.8</td>
<td>0.14</td>
</tr>
</tbody>
</table>

LEGACY PIN # 002106162901

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Rule 8: Public Participation in Board Meetings

The public is encouraged to attend Board meetings and participate in its proceedings. Such participation must be balanced with the orderly and efficient proceeding to the Board meetings. Members of the public will be given the opportunity to address the Board during public comment for items not on the agenda or at the time of consideration for items on the agenda.

Those wishing to speak will sign up before the Board meeting indicating their name and topic they wish to address. They will be recognized by the Chair at the appropriate time. Once recognized, the person wishing to speak will approach the podium and state their name and subject upon which they will speak. The time allocated to any person addressing the board will be 3 minutes or less at the discretion of the Chair, with all public comment limited to a maximum of 30 minutes.

Section A: General Rules for All Committees

18. Members of the public will be given the opportunity to address the Board during public comment for items not on the agenda, or at the time of consideration for items on the agenda. The committee chair will call on the member of the public at the appropriate time. The committee chair has the discretion to limit the amount of time each person may speak and the total amount of time devoted to public comment.