

ATV Trail Proposal 2



Lake Nokomis

Derleth Road

Rapel Road

04.03
09.10

US Highway 8

ATV Trail Proposal 2

Essex Road

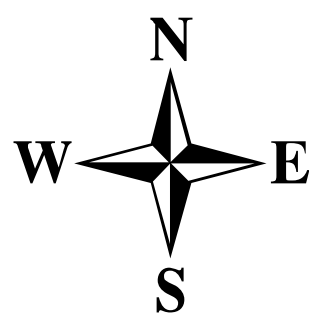
Clear Lake

NB 08/28/2023



0 0.075 0.15 Miles

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801 N Sales St, Suite 106, Merrill, WI 54452
715-539-1034



NB 08/28/2023

JO



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National Trails System

[NPS.gov \(https://www.nps.gov/\)](https://www.nps.gov/) / [FAQs \(https://www.nps.gov/subjects/nationaltrailssystem/national-trails-system-faqs.htm\)](https://www.nps.gov/subjects/nationaltrailssystem/national-trails-system-faqs.htm) / [National Recreation Trails - FAQs](#)

National Recreation Trails - FAQs

Are NRTs part of the National Trails System?

How long have NRTs been around?

Who has the authority to designate a NRT?

What is the difference between NRTs and National Scenic and Historic Trails?

National Scenic and Historic Trails (NSHTs) are legislatively designated by Congress and have a wide breadth of authorities, including land acquisition and financial assistance. NSHTs have a designated Federal land agency to administer and provide oversight for the trail. NSHTs require a comprehensive management plan. NSHTs must demonstrate national significance, usually involve some Federal lands, and often require a NPS-led study report to determine eligibility.

For NRTs, there is no designated Federal oversight responsibility, investment, management, or other involvement beyond the designation recognition. The program allows locally managed trails to be recognized for their contribution to the Nation's system of public trail access and outdoor enjoyment. Many agencies, communities, and States pursue NRT designation to highlight the trail for tourism marketing, promote public access, and to recognize trails as a recreation amenity value for communities.

What's the difference between a NRT and a National Water Trail?

National Water Trails (NWTs) are a sub-category of the National Recreation Trail Program. The sub-category of "National Water Trails" was allowed through the National Trails Act and clarified by [Secretary's Order \(SO\) 3319 \(https://www.doi.gov/sites/doi.gov/files/elips/documents/3319%20-%20Establishment%20of%20a%20National%20Water%20Trails%20System%20%282%29.pdf\)](https://www.doi.gov/sites/doi.gov/files/elips/documents/3319%20-%20Establishment%20of%20a%20National%20Water%20Trails%20System%20%282%29.pdf) as a means to acknowledge the different management needs of land-based and water-based trails for access, recreation, visitor use and safety, as well as marketing and tourism purposes.

Can the government condemn or limit private land that is designated as a NRT?

No. NRT designation does not have the potential or the authority to condemn or limit private land use. All designated trails must already have existing public access, legal easement, or fee title along the entire length of the land segment or along navigable public waters, in the case of a water trail. Public access includes trailheads or river access points. All jurisdictional "landowners" along the trail must document their support in writing as part of the application process. There is no real, implied, or intended additional restrictions on adjacent land use generated by Federal recognition other than what is already in place by the management entity, local zoning, or State law. NRT trails are often part of extended local trail networks and systems in place in cities, communities, and State entities. If a land owner of an existing NRT no longer wants to be part of the NRT Program, their status as a designated NRT will be rescinded. Acknowledgment of their removal from the program will be documented, and their trail will be removed from the NRT database.

Is there any additional cost to the government for designated NRTs?

No. All management and maintenance of the trail remains solely to the existing land manager / owner.

What is the basic criteria for NRT designation?


Who nominates NRTs?

Last updated: June 4, 2020

Was this page helpful?

Yes

No

 An official form of the United States government. Provided by Touchpoints (<https://touchpoints.app.cloud.gov>)

SNOWMOBILE TRAIL LICENSE

EFFECTIVE DATE: _____12/01/2023_____

EXPIRATION DATE: _____04/01/2024_____

LANDOWNER: Tomahawk Timberlands, LLC

LICENSEE: Lincoln County, Wisconsin
Forestry & Parks Department
801 N. Sales Street, Suite 106
Merrill, Wisconsin 54452
Attn: Dean Bowe

PROPERTY: Landowner's property identified on the map(s) attached as Exhibit A

GRANTS, TERMS, CONDITIONS, AND AGREEMENTS

- 1. Grant of Trail License.** Landowner hereby grants to Licensee a license and permit to enter upon the Property for the permitted uses identified in Section 2, beginning on the Effective Date and ending on the Expiration Date, subject to the terms and conditions in this Snowmobile Trail License. Licensee understands and agrees that this Snowmobile Trail License is merely a license, and does not convey, grant, or transfer to Licensee or any other party any interest whatsoever in the Property, and that this Snowmobile Trail License may be terminated by Landowner at any time.
- 2. Permitted Uses.** Subject to the terms of this Snowmobile Trail License, this Snowmobile Trail License is for the purposes of entering upon and making use of the portion of the Property shown on the map(s) attached as Exhibit A as being a 20-foot wide trail corridor (the "**Trail Corridor**") for snowmobiling within the Trail Corridor. Hunting, camping, open fires, overnight use, storage of property of any kind, and other uses not directly necessary for passage by snowmobiles all are expressly prohibited. All use under this Snowmobile Trail License shall be strictly limited only to the Trail Corridor. Landowner reserves the right to limit or restrict all use for safety and environmental protection purposes. Licensee is responsible for keeping the Trail Corridor free of trash and refuse.
- 3. Licensee's Rights.** Licensee has the right to enter the Trail Corridor in order to establish and maintain a groomed snowmobile trail within the Trail Corridor. Licensee is permitted to undertake those actions reasonably necessary for the establishment, maintenance, relocation (but only within the Trail Corridor), grooming, and/or repair of the snowmobile trail within the Trail Corridor, including the right to install directional or informational signs, to blaze trees or otherwise mark trails, and to otherwise maintain a snowmobile trail within the Trail Corridor. The trail generally shall be left in a primitive state, and may not be improved with dirt, gravel, asphalt,

concrete, recycled material, or other impervious surface. Licensee shall have the right to allow use of the snowmobile trail within the Trail Corridor by members and guests of Licensee and by the general public, subject to the terms and conditions of this Snowmobile Trail License. Any damage to the Trail Corridor, any improvements within the Trail Corridor, and any portion of Landowner's Property caused by Licensee, any member or guest of Licensee, or by the general public shall be at the sole risk, expense, and liability of Licensee.

4. Rules and Regulations. Landowner retains the right to establish reasonable rules and regulations for the conservation and protection of the Trail Corridor, for public safety purposes, and to protect critical habitat or environmentally sensitive areas. Licensee may establish its own rules and regulations for public use, and such rules and regulations shall incorporate Landowner's rules and regulations, as the same may be updated from time to time.

5. Reservation of Uses. Landowner reserves all the rights, uses, title, and interest in and to Landowner's Property and the Trail Corridor, other than those specific grants made to Licensee in this Snowmobile Trail License. Landowner specifically reserves, without limitation, the perpetual right on Landowner's Property to engage in forest management activities, and this Snowmobile Trail License shall not be construed in any manner to create any obligation of Landowner to maintain a buffer strip, undisturbed forest land, view corridor, or other limitation on Landowner's Property outside of the Trail Corridor. Within the Trail Corridor, Landowner may not engage in any activity that would have a materially detrimental impact on the use of the snowmobile trail by Licensee or the public. Notwithstanding the foregoing, however, Landowner reserves the right to temporarily close portions of the Trail Corridor for safety (including on account of timber harvesting activities), environmental protection, law enforcement, or fire prevention/suppression purposes. Landowner reserves the right to suspend Licensee's rights (including use by Licensee's members and guests and by the general public) in the Trail Corridor for violations of the terms and conditions of this Snowmobile Trail License, until such violations are cured. In the event of repeated violations, Landowner reserves the right to suspend Licensee's rights (including use by Licensee's members and guests and by the general public) until Licensee provides a written plan acceptable to Landowner to ensure future compliance.

6. Nonexclusivity. This Snowmobile Trail License does not impose an obligation upon Landowner to restrict any other license or permission granted by Landowner to Licensee, the public, or any other party, nor does this Snowmobile Trail License grant an exclusive right to carry on any activity within the Trail Corridor.

7. Immunities. Landowner and Licensee claim all of the rights and immunities against liability to the fullest extent of the law under the W.S.A. 895.52, et seq (as amended from time to time), if applicable, and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands. In addition, all use of the Trail Corridor, including by the public, is expressly conditioned on the assumption of risk by any and all users of the Trail Corridor, and the acknowledgment that entry upon the Trail Corridor is an inherently dangerous activity due to the presence or potential presence of hazards such as rocks, roots, holes, dangerous animals, fallen trees, logs, loose ground, and other conditions. Landowner has no obligation or responsibility to make the Trail Corridor safe for any user, and is under no obligation to warn of potential dangers. Licensee is responsible for providing notices to the public and all other users of the Trail Corridor under this Snowmobile Trail License as to the assumption of risk set forth above.

8. Assignment of Licensee's Interest; Perpetual Encumbrance. Licensee may not assign or transfer its interest in this Snowmobile Trail License without the prior written consent of Landowner. This Snowmobile Trail License shall be binding upon and enforceable by and against Landowner and any future owners or successors-in-interest of the Trail Corridor. Landowner's obligations under this Snowmobile Trail License shall terminate when Landowner ceases to have any interest in the Trial Corridor.

8. Amendments. This Snowmobile Trail License can be amended only in writing signed by both Licensee and Landowner. No amendment will be effective until the amendment is recorded in the applicable land records.

9. Notices. Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Landowner: Eric Stier
Tomahawk Timberlands, LLC
c/o American Forest Management
850 W. Sharon Ave, Ste. 2
Houghton, MI 49931

To Licensee: Lincoln County, Wisconsin
Forestry & Parks Department
801 N. Sales Street, Suite 106
Merrill, Wisconsin 54452
Attn: Dean Bowe

or to such other authorized person as any party may from time to time designate by written notice to the other party.

10. General/Miscellaneous Provisions.

A. Validity. If any term or provision of this Snowmobile Trail License is determined to be invalid, unenforceable, or against public policy, the remainder of this Snowmobile Trail License shall not be affected and all other terms and provisions of this Snowmobile Trail License shall remain valid and enforceable to the extent permitted by law.

B. Waiver. The failure or delay of either party, for any reason whatsoever, to enforce this Snowmobile Trail License shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel.

C. Governing Laws. Interpretation, enforcement, and performance of this Snowmobile Trail License all shall be governed by the laws of the State of Wisconsin, without giving effect to

its conflict of laws provisions if doing so would result in the application of the laws of any other jurisdiction having effect on this Snowmobile Trail License.

D. Enforcement Rights. No member of the public shall have any enforcement rights against Landowner by virtue of this Snowmobile Trail License, all such rights being exclusive to Licensee.

[end of Snowmobile Trail License – signatures on following pages]

IN WITNESS WHEREOF, Landowner has caused this Snowmobile Trail License to be signed by its authorized representative as of the Effective Date.

LANDOWNER:
Tomahawk Timberlands, LLC

By: _____
Name
Its

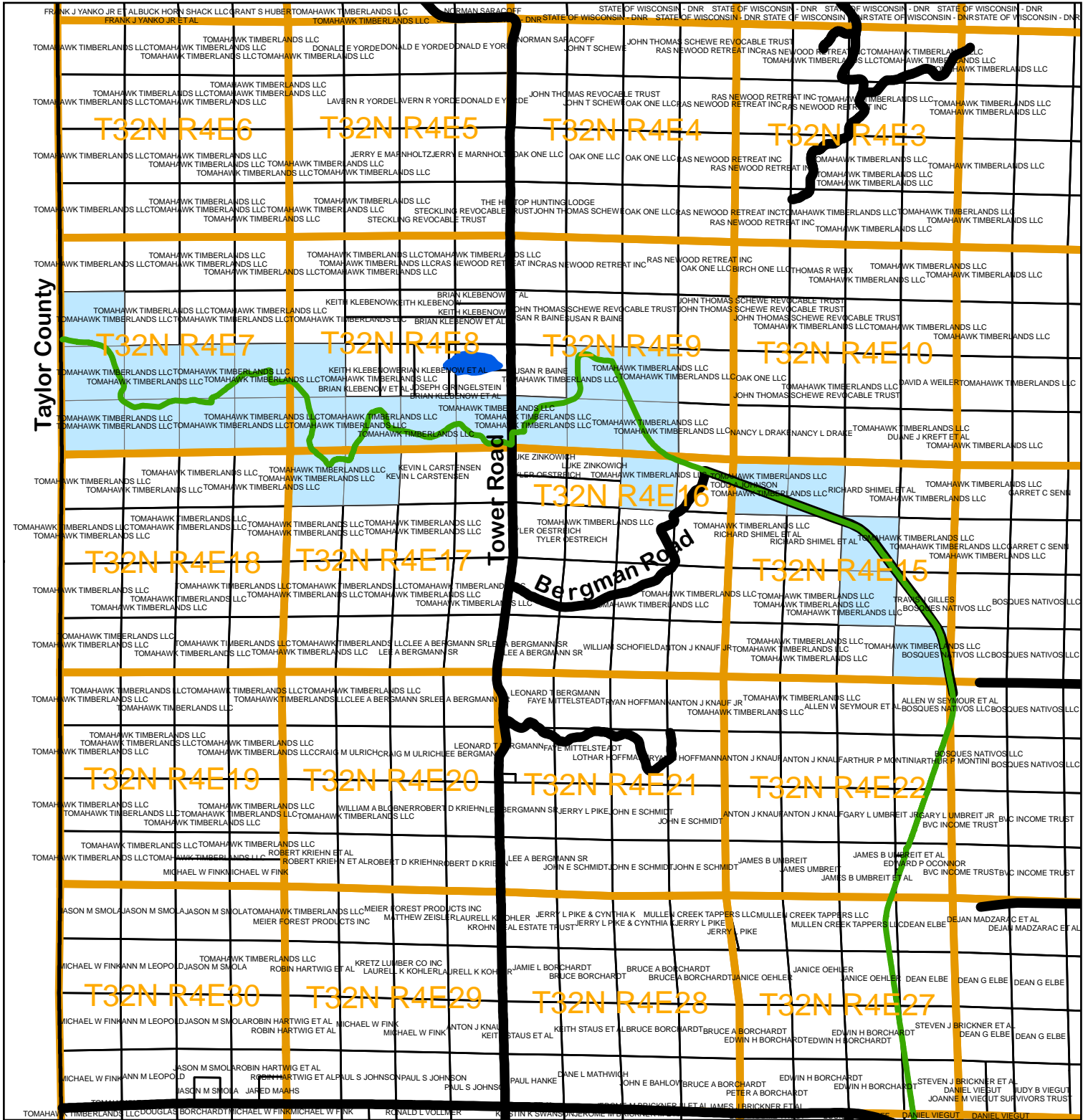
LICENSEE ACCEPTANCE

LICENSEE:
Lincoln County

By: _____
William Bialecki, Chair
Forestry, Land & Parks Committee

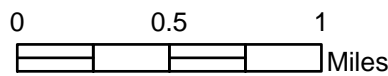
By: _____
Dean Bowe, Forest Administrator
Forestry, Land & Parks Department

EXHIBIT A: Lincoln County 2023-2024 Snowmobile License Map



Legend

- Funded Snowmobile Trail Non-
- Funded Snowmobile Trail Section
- Lines
- Tomahawk Timberlands Crossed by Trail
- Parcels



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Snowmobile Trail Locations on Tomahawk Timberland LLC, (40s)

<u>I</u>	<u>R</u>	<u>S</u>	<u>Description</u>
32N	4E	7	NESE, NWSE, SWSE, NESW, SESW, SWSW, NWSW, SWNW
		8	SESE, SWSE, SESW, SWSW, NWSW
		9	SWSE, NWSE, NESW, SESW, SWSW
		15	SESE, SWNE, NENW, NWNW
		16	NWNE
		17	NENW, NWNW