

**AGREEMENT BETWEEN
JEFFERSON COUNTY
and
THE JEFFERSON COUNTY SNOWMOBILE ALLIANCE
and
THE WATERTOWN SNOWMOBILE ASSOCIATION
and
THE CITY OF WATERTOWN**

This agreement is entered into by and between JEFFERSON COUNTY, a municipal corporation, through the Jefferson County Parks Department (hereinafter “the County”), the JEFFERSON COUNTY SNOWMOBILE ALLIANCE (hereinafter “the Alliance”), the WATERTOWN SNOWMOBILE ASSOCIATION (hereinafter “the Association”), and THE CITY OF WATERTOWN (hereinafter “Landowners” or “City”).

WHEREAS, the County has applied for and received an Outdoor Recreation Aids Grant and entered into an agreement with the State of Wisconsin Department of Natural Resources to purchase and construct a replacement bridge on property owned by the CITY OF WATERTOWN located east of HWY 26, north of Airport Drive, south of Jefferson Road, and west of the Watertown Municipal Airport, in Jefferson County Wisconsin, and

WHEREAS, the replacement bridge will serve as and be maintained as part of the Jefferson County snowmobile trail system and be constructed on City property for use by the general public, and

WHEREAS, this bridge project has been designated as the Jefferson County Trail 16 Airport bridge replacement with an approximate location of 43.165963771 – 88.733557842, and

WHEREAS, the bridge will be a wood fabricated bridge with Jefferson County being the sole owner of the bridge.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree to the following:

1. That they have received, read, and understand the Outdoor Recreation Aids Grant Agreement, and agree to be bound by the conditions set forth therein, which is attached hereto and incorporated herein by reference.
2. That the Jefferson County Snowmobile Alliance and its agents, officers and employees, including, but not limited to, the WATERTOWN SNOWMOBILE ASSOCIATION shall be solely responsible for maintaining the bridge to ensure that it is in good working order at all times and will hold the Landowner and County harmless, defend and indemnify the Landowner and County and all of their employees, officers and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the performance of this agreement due to the negligence or omissions of the Jefferson County Snowmobile Alliance or its agents, officers and employees, or the negligence of the WATERTOWN SNOWMOBILE ASSOCIATION's employees, agents, officers, elected officials, or representatives.

3. That the current Landowner, including any successor landowner, of the land upon which the bridge described herein is or will be located, hereby recognizes Jefferson County as the sole owner of such bridge. If Landowner, or its successors in interest, either withdraws permission for such bridge to remain on the property or the bridge is used in a manner inconsistent with the type of use for which the grant was awarded, Landowner hereby grants County permission to immediately enter upon the property and remove the bridge.
4. That all of the terms and conditions set forth in the existing Snowmobile Trail Maintenance and Grooming Services Contract which are attached to this Agreement and shall be incorporated into this Agreement by reference. If there are any terms and conditions that are inconsistent, the terms and conditions set forth in the Snowmobile Trail Maintenance and Grooming Services Contract shall control.

JCSA President

JCSA Trail Coordinator

Watertown Snowmobile Association

Watertown Snowmobile Association
Trail Representative

Jefferson County

City of Watertown
Landowner/Agent