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- Minnesota trail assistance program



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# MINNESOTA TRAIL ASSISTANCE PROGRAM

## INSTRUCTION MANUAL

MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
JULY 1980



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## **PROGRAM BACKGROUND**

In 1973 the Department of Natural Resources was delegated the responsibility by the Minnesota Legislature to administer a cost-sharing program for the development and maintenance of snowmobile trails. Funding for the first year of the program was \$100,000. Seven counties and one city were approved for this funding and they developed 479 miles of snowmobile trail. This cost-sharing program has since expanded to a \$2,415,000 program for two years.

Trail development and maintenance costs were divided with the state paying 65 percent of these costs and the local agency contributing 35 percent. Winter grooming costs are divided with the state paying 90 percent and the local agency contributing 10 percent.

The program has developed and maintained 6,800 miles of snowmobile trails and 600 miles of ski touring trails. In the initial years of the program, development costs accounted for most of the program's funding. However, as in most programs of this nature, the majority of the funding is now being allocated to maintenance and grooming of these trail systems.

The program has been and continues to be very functional in providing trail systems where there have not been any in the past, and connections between state trails, state park trails, state forest trails and local communities.

# INTRODUCTION

## Legislative Intent:

In 1973 the Minnesota Legislature initiated the Minnesota Trail Assistance Program as a cost sharing program to provide recreational trail opportunities. This program was especially vital for winter recreationists since facilities for winter activities were lacking. Of prime importance at this time was the growth in snowmobiling. Funding for the program is provided from General Revenue in the amount equal to the unrefunded gas tax. The program now provides for snowmobiling, ski touring and equestrian trails. Again, it must be emphasized that this program is cost sharing between the State and local units of government.

## Department of Natural Resources:

The Department of Natural Resources has been delegated the responsibility of administering the Trail Assistance Program. DNR sets program policies, accepts and approves applications, provides technical assistance, monitors and audits the program and enters into legal agreements with local units of government.

The St. Paul office of DNR sets program policy, program guidelines, legislates for program funding and provides for auditing of the program. The DNR regional personnel are responsible for processing necessary program forms, providing technical assistance, monitoring trail development, maintenance and grooming, and conducting informational meetings with local organizations. The DNR regional personnel are the main contact for local organizations. A map and listing of the DNR field personnel which are your contacts with DNR are on page 4.

## Local Units of Government:

A local unit from this point forward will be identified as "sponsor" and could be a county, township, city or village. **The sponsor is accountable to the State for all expenditures charged to the program.**

Since manpower is most likely not available within the sponsor's unit, trail user organizations enter into contracts with the sponsor to physically perform the work necessary in developing and maintaining the local trail system. The following steps are the most common procedure in trail system development through the Trail Assistance Program:

- 1) A trail user club or organization identifies a demand for trails in their area.
- 2) The club or organization submits the necessary program forms and paperwork to the sponsor for sponsorship. Sponsorship must be in the form of a resolution from the sponsor.
- 3) Upon sponsorship, the club and sponsor enter into an agreement identifying conditions. The sponsor then signs the necessary forms and submits the project to DNR for approval.
- 4) DNR must then approve the project. Upon DNR approval, an agreement is sent to the sponsor for authorized original signatures. The agreement is then returned to DNR. The sponsor will then be notified in writing that the agreement has been consummated. Only after notification in writing by DNR can work on the project begin. A more detailed explanation of this process is on following procedure pages.

## Project Funding Priorities:

The program to this date has funded essentially all the projects that were submitted. However, due to the response to the program and cost of maintaining the present trail systems, it is now impossible to approve all of the projects now being submitted. The following list identifies the order in which projects will be approved by DNR:

- 1) Maintenance of existing trail systems which are now in the Trail Assistance Program.
- 2) Trails which will connect to other systems in areas of the state lacking trail systems but have identifiable demands for such systems.
- 3) Trails which will be loop or self-containing in areas of the state lacking trail systems but have identifiable demands for such systems.
- 4) Trail links in areas which have a good base of trails but links to other trail systems will enhance the area.
- 5) New trail systems in areas which have a good base of trails but need additional mileage.

## Program Forms:

The following forms are listed to identify the basic paperwork necessary for the Trail Assistance Program:

- 1) Project Proposal Form: This form is the instrument for proposing a new trail project that has not been funded by this program.
- 2) Application Form: This form is used to explain and provide maintenance funding for trail systems already in the Assistance Program.
- 3) Agreement Form: This form is the legal document between the State and sponsor. This document sets aside funding and identifies conditions agreed to by both parties. No work is to be done on any trail until this document has been signed and notice is received in writing from the State.
- 4) Request for Reimbursement Form: This form is submitted as a summation of expenses incurred and as the request for payment of allowable charges.
- 5) Worksheet and Groomer Log Sheet: These sheets are submitted with the Request for Reimbursement and are the actual time sheets for labor, materials, contract services, etc.

## Timetable:

The schedule set below is designed to help all parties involved in the Trail Assistance Program in planning trail work and encumbering funding so that work can be accomplished as necessary on the trail systems.

## Project Proposal and Application Forms:

These forms must be received by the DNR regional office by August 15th. This will allow time for processing these forms and signing of the agreement. Remember no work can be started until the agreement is finalized and notification is received in writing from DNR.

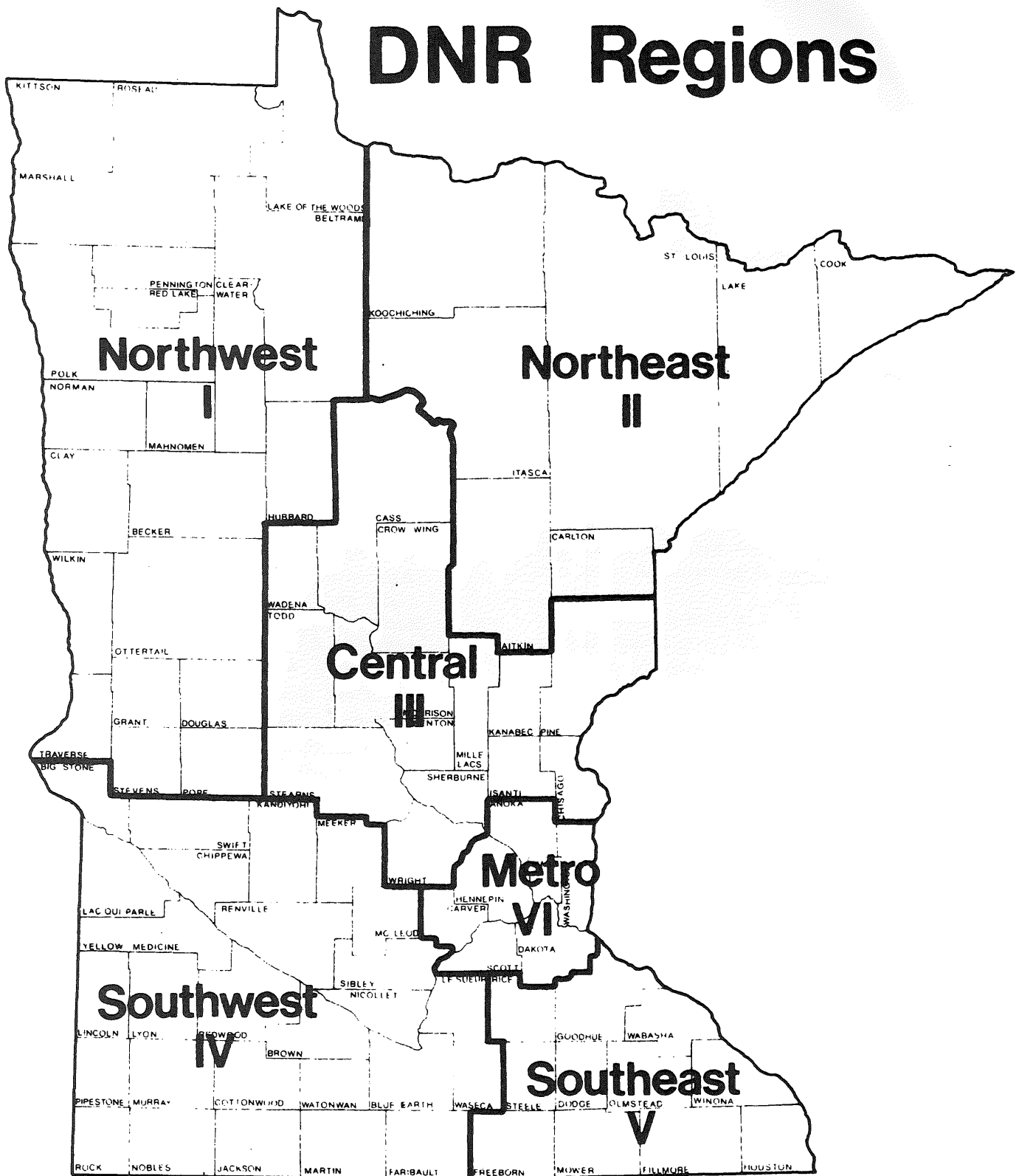
## Requests for Reimbursement:

- 1) Requests for Reimbursement for summer and fall construction or maintenance are due no later than December 31st.
- 2) Requests for Reimbursement for winter grooming must be submitted monthly by the calendar months.
- 3) Final Requests for Reimbursement must be received by DNR no later than May 30th for that year's work. DNR should be notified if any work is planned for the month of June so that adjustments can be made.

## Payment of Requests for Reimbursement:

If Requests for Reimbursement are executed properly and all necessary signatures and invoices are included in the request, DNR will pay the requests within three weeks from the time received by DNR. Requests which are submitted improperly will be returned for proper execution.

# DNR Regions



Region I — Route 5, Box 41A  
Bemidji, Minnesota 56601

Regional Administrator:  
Merlyn Wesloh 218/755-3955  
Regional Trails & Waterways Coord.:  
Arden Belcher 218/755-2265

Region II — Box 388, East Highway 2  
Grand Rapids, Minnesota 55744

Regional Administrator:  
Milt Stenlund 218/326-0311  
Regional Trails & Waterways Coord.:  
Les Ollila 218/326-0311

Region III — 1102 Willow Street  
Brainerd, Minnesota 56401

Regional Administrator:  
Roger Lorenz 218/828-2613  
Regional Trails & Waterways Coord.:  
Tim Browning 218/828-2610

Region IV — Box 756  
New Ulm, Minnesota 56073

Regional Administrator:  
Maynard Nelson 507/354-2196  
Regional Trails & Waterways Coord.:  
Dave Wolff 507/354-2196

Region V — 2300 Silver Creek Road NE  
Rochester, Minnesota 55901

Regional Administrator:  
John Chell 507/285-7418  
Regional Trails & Waterways Coord.:  
Craig Mitchell 507/285-7176

Region VI — 1200 Warner Road  
Saint Paul, Minnesota 55106

Regional Administrator:  
Karen Loechler 612/296-3572  
Regional Trails & Waterways Coord.:  
Delos Barber 612/296-9115

# NEW PROJECT PROCEDURES

The following procedures must be adhered to if you are proposing a new trail. A new trail is defined herein as:

- 1) A proposal to add a section of trail onto an existing Grant-in-Aid system. This does not include **relocating** a short section of an existing trail.
- 2) A trail which is not currently in the Grant-in-Aid system but will now apply for maintenance and grooming funding.
- 3) A proposal to develop and maintain a totally new trail system.

A new project will fulfill the following items and procedures:

- 1) Trail user organization/clubs must submit project proposal forms to the sponsor.
  - A) Four (4) copies
  - B) Original signatures on all copies
  - C) Trail map of the proposed route
    1. Four (4) copies
    2. They must be county highway maps 1" to 1 mile for snowmobile trails, and 1" to 1/4 mile for ski touring and equestrian trails.

3. The map must identify where development of bridges, rest areas, and parking lots are located.
4. The map should identify relationship or connection to other trails if any.
- 2) The sponsor will submit the above items to the DNR Regional Trails and Waterways Coordinator for reviewal. Upon approval of the project proposal, the Trails and Waterways Coordinator will submit an agreement form to this sponsor for appropriate original signatures. The agreement is then returned to the Trails and Waterways Coordinator.
- 3) Trails and Waterways Coordinator will then notify the sponsor in writing that the agreement has been executed and that charges are reimbursable from that date.

\*(UNDER NO CONDITION CAN CONSTRUCTION TAKE PLACE ON ANY PARCEL OF LAND UNLESS A SIGNED PERMIT HAS BEEN SECURED IN THE NAME OF THE SPONSOR. THE SPONSOR MUST FORWARD COPIES OF ALL PERMITS TO DNR AS THEY ARE SECURED).
- 4) Reimbursement forms may now be submitted for costs incurred.

# EXISTING PROJECT PROCEDURES

The following procedures must be adhered to if you are applying for additional funding for an existing Grants-in-Aid trail system. An existing Grants-in-Aid trail system is define as a trail system which has previously received funding from the Minnesota Trail Assistance Program.

The following projects are considered existing trail projects:

- 1) Relocating a section of trail currently in the Grants-in-Aid Program.
- 2) Maintaining a trail currently in the Grants-in-Aid Program.
- 3) Winter grooming of a trail system currently in the Grants-in-Aid Program.

An existing project will comply with the following procedures:

- 1) Trail user organizations/clubs must submit application forms to the sponsor.
  - A) Four (4) copies
  - B) Original Signature on all copies
  - C) Trail map of the existing trail system
    1. Four (4) copies
    2. They must be county highway maps 1" to 1 mile for snowmobile trails, and 1" to 1/4 mile for ski touring and equestrian trails.

3. The map must identify where development of bridges, rest areas and parking lots are located.
4. The map should identify relationship or connection to other trails if any.
5. The map must identify relocation areas showing old and new alignments.
- 2) The sponsor will submit the above items to the DNR Regional Trails and Waterways Coordinator for reviewal. Upon approval of the application the Trails and Waterways Coordinator will submit an agreement form to this sponsor for appropriate original signatures. The agreement is then returned to the Trails and Waterways Coordinator.
- 3) Trails and Waterways Coordinator will then notify the sponsor in writing that the agreement has been executed and that charges are reimbursable from that date.

\*(UNDER NO CONDITION CAN CONSTRUCTION TAKE PLACE ON ANY PARCEL OF LAND UNLESS A SIGNED PERMIT HAS BEEN SECURED IN THE NAME OF THE SPONSOR. THE SPONSOR MUST FORWARD COPIES OF ALL PERMITS TO DNR AS THEY ARE SECURED).
- 4) Reimbursement forms may now be submitted for costs incurred.



MINNESOTA TRAIL ASSISTANCE PROGRAM  
PROJECT PROPOSAL



Trail Name (Print or Type) Norway Trail	Type of Trail (Print or Type) Ski Touring	Date 7/6/80
Trail Administrator (Print or Type) Al Jones	Trail Administrator's Signature	
Address (Street, City/Town, State, Zip Code) Box 3 Pogo, Minnesota 57777	Work Telephone Number 531-3131	Home Telephone Number 531-5353

A. ADMINISTRATION Total \$ 200.00  
Explanation: This funding will be used for office supplies necessary to comply with the Trail Assistance Program - stamps, phone bills, paper, pencils, typewriter ribbon, and secretaries' time.

	Labor	Mileage	Other	
B. <u>ACQUISITION</u>	\$ 400.00	\$ 300.00	\$ - - -	Total \$ 700.00

Explanation: This funding will be used to contact landowners and secure permits from each of them. There are 31 landowners on the proposed trail.

	Labor	Mileage	Equipment	Materials	
C. <u>TRAIL CONSTRUCTION</u>	\$ 2700.00	\$ 550.00	\$ 2500.00	\$ 250.00	Total \$ 6000.00

Explanation: This proposal is for construction of 10 miles of new trail. All labor work will be done by our ski club, heavy equipment will be rented, and two culverts are necessary.

	Labor	Mileage	Equipment	Materials	
D. <u>TRAIL FACILITIES</u>	\$ 150.00	\$ 50.00	\$ -	\$ 600.00	Total \$ 800.00

Explanation: Two trail shelters will be constructed in the areas indicated on the project map.

Sub-Total A-D \$ 7700.00  
(65%) State Cost \$ 5005.00

E. TRAIL GROOMING (WINTER) Sub-Total E  
Explanation: Grooming of the new 10 miles of trail will be accomplished with a snowmobile and tracksetter once a week. \$ 900.00  
(90%) State Cost  
\$ 810.00

GRAND TOTAL STATE COST \$ 5815.00

SPONSOR APPROVAL

Unit of Government Johnson County	Telephone Number (Include Area Code) 111-531-5555	Date 7/20/80
Authorized Signature of Sponsor		Title Chairman/County Board

CERTIFICATION BY DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED GRANT \$ 5815.00

Authorized Signature for Natural Resources	Title Regional Administrator	Date 7/30/80
Authorized Signature for Natural Resources	Title Trails and Waterways Coord.	Date 7/30/80

MINNESOTA TRAIL ASSISTANCE PROGRAM



APPLICATION

Trail Name (Print or Type) Backwoods	Type of Trail (Print or Type) Snowmobile	Date 7/6/80
Trail Administrator (Print or Type) Bob Karson	Trail Administrator's Signature	
Address (Street, City/Town, State, Zip Code) Box 1 Hill, Minnesota 55555	Work Telephone Number 213-3333	Home Telephone Number 213-2121

A. ADMINISTRATION

Total \$ 250.00

Explanation:

This funding will be used for office supplies and materials necessary to comply with the Trail Assistance Program.

B. ACQUISITION

Labor	Mileage	Other
\$ 225.00	\$ 75.00	\$

Total \$ 300.00

Explanation:

Fifteen permits must be acquired due to a short realignment.

C. TRAIL RELOCATION

Labor	Mileage	Equipment	Materials
\$ 1200.00	\$ 300.00	\$ 2500.00	\$

Total \$ 4000.00

Explanation:

Five miles of trail must be rerouted due to a change in landownership.

D. TRAIL FACILITIES

Labor	Mileage	Equipment	Materials
\$	\$	\$	\$

Total \$ - - -

Explanation:

No new facilities are anticipated.

E. TRAIL MAINTENANCE

Labor	Mileage	Equipment	Materials
\$ 600.00	\$ 150.00	\$ - - -	\$ - - -

Total \$ 750.00

Explanation:

Sub-Total A - E

\$ 5300.00

(65%) State Cost

\$ 3445.00

Sub-Total F

F. TRAIL GROOMING (WINTER)

Total \$ 15,000.00

Explanation:

(90%) State Cost

\$ 13,500.00

Grooming will be accomplished with a large hydraulic groomer(type). The trails will be groomed twice a week.

GRAND TOTAL STATE COST \$ 16,945.00

SPONSOR APPROVAL

Unit of Government Dickson County	Telephone Number (Include Area Code) 222-213-1112	Date 7/20/80
Authorized Signature of Sponsor	Title Chairman - County Board	

CERTIFICATION BY DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED GRANT \$ 16,945.00

Authorized Signature for Natural Resources	Title Regional Administrator	Date 7/30/80
Authorized Signature for Natural Resources	Title Regional Trails & Waterways	Date 7/30/80





## MINNESOTA TRAIL ASSISTANCE PROGRAM

### AGREEMENT

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the STATE OF MINNESOTA, acting by and through the Commissioner of Natural Resources, hereinafter referred to as the "State", and \_\_\_\_\_, hereinafter referred to as the "local unit of government", relating to the establishment of a proposed trail known as \_\_\_\_\_.

WHEREAS, the local unit of government desires to establish, construct and maintain a public trail; and

WHEREAS, the local unit of government has applied to the State for a grants-in-aid for said trail and has submitted the Minnesota Trail Assistance Program's application form, maps, ownership list, work plans, and resolution of the local unit of government authorizing the proposed trail as outlined in said documents and said application form, map, and workplan is attached hereto as Exhibit A hereafter referred to as the "Plan".

A. (TRAIL OBLIGATION OF THE LOCAL UNIT OF GOVERNMENT) The local unit of government shall construct, operate and maintain the proposed trail in accordance with the Minnesota Trail Assistance Program Manual hereinafter referred to as the "Manual" and the Application or Project Proposal form.

The local unit of government shall not amend, revise or change the approved Application or Project Proposal without the written consent of the Regional Trails and Waterways Coordinator.

In connection with the establishment of the trail, the local unit of government shall:

(1) Forthwith proceed to acquire necessary interests in lands and open the trail to the public. The local unit of government must acquire land in fee, easement, lease or permit for said trail. The term of said interest shall be no less than four (4) months between November 15th of any year and March 15th of the succeeding year for snowmobile and ski touring trails, and no less than five (5) months between May 15th of any year and October 15th of the same year for equestrian trails. For each parcel of land crossed by the proposed trail, the local unit of government shall obtain from the owner of said parcel and submit to the State Trails Coordinator a permit, lease, easement or fee title for said crossing.

(a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance or permit is the same person in possession of said premises and one and the same who is grantee of the last instrument of record in the office of said County Recorder of the county in which the land lies conveying said premises.

(b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

(2) Construct and provide adequate maintenance which shall include keeping the trail reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as the State may require.

Should the local unit of government fail to expedite establishment and construction of the trail and thereafter fail to provide for such adequate maintenance, the State may withhold future payments to the local unit of government and terminate this agreement.

B. (TECHNICAL ASSISTANCE) The State will give technical assistance to the local unit of government in establishing the trail.

C. (REIMBURSEMENT) The State agrees to reimburse the local unit of government 65% of the cost of trail acquisition, development and maintenance, except grooming which will be reimbursed 90%. All costs will be in accordance with the allowable charges and costs listed in the Manual. This grant will not exceed \$ \_\_\_\_\_.

D. (PAYMENT) The local unit of government must submit a request for reimbursement and attach worksheets furnished by the Department of Natural Resources for all approved costs incurred in acquiring, developing, maintaining and grooming the trail, all in accordance with the Manual. Additionally, the local unit of government must submit original receipts of actual approved purchases exceeding \$50.00. Further, the first request for reimbursement for costs incurred by grooming must be made by January 31, and the last day of every month thereafter while costs are incurred during the grooming year.

The books, records, documents, and accounting procedures, and practices of the local unit of government relevant to this grant shall be subject to examination by the contracting department and the legislative auditor. Records shall be sufficient to reflect all costs incurred in performance of this grant.

(1) First Payment: Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition, development or maintenance, the State agrees to reimburse the local unit of government for approved costs in accordance with the Manual. All services provided by the local unit of government pursuant to this grant shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent and shall not receive payment for work found by the STATE to be unsatisfactory.

(2) Subsequent Payments: Each thirty (30) successive days after the first payment, the local unit of government may submit invoices evidencing acceptable trail costs. Said payments shall continue to be made until authorized reimbursements for the costs of said trail as provided herein is satisfied or otherwise terminated as provided herein.

(3) Trail Segments: It is understood that if the trail system is developed in segments, the local unit of government may submit requests for reimbursement as soon as continuous and workable segments are completed.

E. (STATE LIABILITY) Notwithstanding the grants-in-aid as provided herein, the State of Minnesota shall not be liable for such costs as are incurred by the local unit of government because funds for said trail are depleted.

F. (TERM) This Agreement shall be effective on the date it is executed as to encumbrance by the Commissioner of Finance, and shall remain in effect until two years from said date.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first above written.

APPROVED:

DEPARTMENT OF NATURAL RESOURCES

LOCAL UNIT OF GOVERNMENT

BY: \_\_\_\_\_

(County) (City) (Village) (Town)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMISSIONER OF ADMINISTRATION:

BY: \_\_\_\_\_  
Authorized Signature

Department of Natural Resources

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMISSIONER OF FINANCE:

ENCUMBERED  
DEPARTMENT OF FINANCE

Department of Natural Resources

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MINNESOTA TRAIL ASSISTANCE PROGRAM  
REQUEST FOR REIMBURSEMENT

Sponsor Dickson County	Trail Name Backwoods
Period Covered by This Statement:	FROM: August 29, 1980 TO: December 31, 1980

EXPENDITURES

A. Administration . . . . .	\$ 100.00
B. Acquisition . . . . .	\$ 250.00
C. Trail Construction . . . . .	\$ - - - -
D. Trail Relocation . . . . .	\$ 4000.00
E. Trail Facilities . . . . .	\$ - - - -
F. Trail Maintenance . . . . .	\$ 750.00

- CHECK LIST
- 1. Any Bids Required?
  - 2. Original Signatures on All Copies?
  - 3. Signed Work Sheets and Grooming Logs?
  - 4. Invoices for Purchases and Services over \$50.00?

Sub-Total A thru F \$ 5100.00

State Cost 65% \$ 3315.00

G. Grooming . . . . . Sub-Total G \$ - - -

State Cost 90% \$ - - -

Grand Total (State Cost) \$ 3315.00

Amount of Grant . . . . . \$ 16,945.00

Expenditures to Date (Including this Request) . . . . . \$ 3315.00

Balance Left in Account . . . . . \$ 13,630.00

DEVELOPMENT (Accomplishments)

Number of Miles Constructed to Date . . . . .	New 5
Number of Bridges . . . . .	- - -
Number of Parking Areas . . . . .	- - -

GROOMING (Accomplishments)

Number of Miles Maintained (This Reimbursement Only) . . . . .	- - -
Trail Width . . . . .	- - -
Miles Travel by Grooming Equipment . . . . .	- - -

APPROVAL

I hereby certify that the materials and/or services shown on attached invoices have been delivered, that this is my only original invoice and is correct and just, and that no part of same has been paid.

Signature — Trail Administrator	Date 12/31/80
Signature — Title Auditor/Clerk	County Dickson
	Date 1/15/81

THIS INVOICE APPROVED FOR PAYMENT BY:

Regional Administrator	Date	A6	VENDOR NUMBER	TYPE
Regional Trails & Waterways Coordinator	Date	INVOICE NUMBER		
		ORGANIZATION	SEQUENCE NO.	SWF
		DEPT. P O NO.	OBJECT	
		AMOUNT OF INVOICE	DATE PAYABLE	COST CODE 1
		COST CODE 2	COST CODE 3	COST CODE 4
		COST CODE 5		
I hereby certify that the goods or materials covered by this claim have been inspected and received or the services have been performed, and are in accordance with specifications, and are in proper form, kind, amount, and quality, and payment therefor is hereby recommended.				
SYSTEM ASSIGNED TRANS. NO.		DEPT. AUTHORIZED SIGNATURE		

MINNESOTA TRAIL ASSISTANCE PROGRAM  
WORKSHEET

DEPARTMENT OF  
MINNESOTA  
NATURAL RESOURCES

Trail Name	Sponsor	Date
Backwoods	Dickson County	12/31/80

DATE	NAME AND/OR EQUIPMENT	HOURS	MILES	COST/ UNIT	TOTAL COST	REMARKS
8/29	Jane May	2		4.00	8.00	Application Forms
8/30	Jane May	5		4.00	20.00	Send Landowners Letters
9/10	Jane May	5		4.00	20.00	Compile Worksheets
10/10	Jane May	4		4.00	16.00	Pay Contracts
11/15	Jane May	4		4.00	16.00	Compile Worksheets
12/20	Jane May	5		4.00	20.00	Compile Worksheets
10/20	Don Haag	8		4.00	32.00	Contacting Private Landowners
10/23	Al Boser/Pickup	4	20	4.00/.16	19.20	Contacting Private Landowners
11/17	Bob Franks	6	56	4.00/.16	32.96	Contacting Private Landowners
11/18	Bob Franks	5	31	4.00/.16	24.96	Contacting Private Landowners
11/19	Don Haag	7		4.00	28.00	Contacting Private Landowners
	2 Co. Hwy Maps				1.50	Mapping
11/21	Al Boser	8	20	4.00/.16	35.20	Brushing
11/23	Bob Franks	7		4.00	28.00	Brushing
12/1	Bob Franks D-6					Dozing Area
	Invoice # 124				1295.62	Indicated on Map
12/3	Al Wylie D-6					Dozing Area
	Invoice # 700				1200.00	Indicated on Map
12/3	Pete Sames	6	22	4.00/.16	27.52	Working on Bridge
12/3	Bill Horman	6		4.00	24.00	Working on Bridge
12/3	Al Boser	6		4.00	24.00	Working on Bridge
	Invoice # 623				267.00	Lumber for Bridge
12/4	Bob Franks	8	142	4.00/.16	54.72	Installing Gates
12/4	Bill Horman	8		4.00	32.00	Installing Gates
12/4	Pete Sames	8		4.00	32.00	Fencing
	Invoice # 624			122.00 each	1464.00	Gates (12)
12/6	Al Wylie	10	78	4.00/.16	52.48	Signing
12/6	Al Boser	10		4.00	40.00	Signing
12/7	Peter Sames	6	94	4.00/.16	39.04	Signing
TOTALS					4854.20	

I hereby certify that the materials and/or services shown on this worksheet is correct and just, and that no part of same has been paid.

Authorized Signature	Date
	12/31/80

MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
TRAIL ASSISTANCE PROGRAM  
OPERATOR'S GROOMING LOG SHEET

TRAIL NAME Tettegouche Trail

TYPE OF GROOMER SV-200

COUNTY Lake

YEAR 1979

Date Mo./Day	Signature Operator	Time AM/PM	Total Grooming Hours	Allowable Costs Equipment	Total Miles Groomed	Total Cost	REMARKS: Name of trail or section of trail groomed; Additional comments
		Starting Ending					
2/7	Ken Smith	8:00 a.m. 6:00 p.m.	9	\$22.00	33	\$ 198.00	Groomed Clubhouse to 7 Corners and return. 1 hour lunch break.
2/8	Al Jones	7:00 a.m. 6:00 p.m.	10	\$22.00	41	\$ 220.00	Groomed Clubhouse to Palmer Road and returned. 1 hour lunch break, replaced 10 stop signs.
2/9	Ken Smith	12:30 p.m. 10:30 p.m.	7	\$22.00	24	\$ 154.00	Groomed Clubhouse to Moose Walk Trail and return. 2 hours breakdown. Replaced track cleats. 1 hour lunch break.
2/10	Al Jones	8:00 a.m. 5:00 p.m.	9	\$22.00	36	\$ 198.00	Groomed Clubhouse to Eagle Beach Road and return. Some signing needed, several windfalls.
2/11	Al Jones	1:00 a.m. 8:00 p.m.	6	\$22.00	24	\$ 132.00	Groomed Clubhouse to Moose Walk Trail and return. 1 hour supper break, defroster not working well.
2/14	Ken Smith	8:00 a.m. 6:00 p.m.	9	\$22.00	33	\$ 198.00	Groomed Clubhouse to 7 Corners and return. 1 hour lunch break.
2/15	Al Jones	7:00 a.m. 6:00 p.m.	10	\$22.00	41	\$ 220.00	Groomed Clubhouse to Palmer Road and return. 1 hour lunch break.
TOTALS			60/hrs.	\$22.00/hr.	232	\$1,320.00	Total Cost This Sheet      \$1,320.00 Total State Cost (90%)      \$1,188.00

# ALLOWABLE CHARGES

## INTRODUCTION:

All the charges listed below must be directly related to the development, maintenance and grooming of your trail system. No other charges will be accepted without prior approval from your regional Department of Natural Resources' Trails and Waterways Coordinator.

## ADMINISTRATION CHARGES:

- 1) Mileage and Labor — These charges may be reimbursed for preparing the paperwork and forms for the program, bookkeeping, paying invoices, attending necessary county board or Department of Natural Resources meetings, and obtaining bids for equipment rentals.
- 2) Stamps — The cost of mailing necessary Department of Natural Resources forms, billings, bid requests, or maps. It is suggested that a list of mailings and materials mailed is kept on file.
- 3) Telephone Calls — Long distance calls directly related to trail administration to vendors, the sponsoring agency, landowners, and Department of Natural Resources, will be accepted. It is suggested that a list of calls be kept on file.
- 4) Office Supplies — The purchase of materials needed to fulfill the programs administration such as writing, typing and xeroxing materials are acceptable. Office space rental is not an acceptable charge.
- 5) Maps —
  - A) The cost of county maps that are to be submitted to the Department of Natural Resources as required by the program are reimbursable.
  - B) Maps that are printed for trail users identifying the trail route, etc., are reimbursable. The State will pay 65% of the actual printing cost less the amount collected for advertising. These maps will identify that the trail system is a Grants-in-Aid trail and funded by the Department of Natural Resources and that the Department does not endorse any of the advertisers on the map.
- 6) Meeting — The Department of Natural Resources allows charges for essential personnel to attend meetings directly related to the program. The general rule will be not more than four people for a trail committee meeting and not more than two people for a governmental meeting. Club meetings are not acceptable as chargeable meetings. Rental of meeting rooms is not an acceptable charge.

## ACQUISITION CHARGES:

- 1) Mileage and Labor — These charges are acceptable for alignment work, checking ownership records, and landowner contacts.
- 2) Maps — The cost of securing maps necessary for aligning trail routes is chargeable. County highway maps and topography maps are acceptable—aerial photography maps should receive Department of Natural Resources approval since costs can be extremely high.

- 3) Permits and Easements — The program has done extremely well to date with tremendous landowner cooperation and low permit and easement costs. Costs incurred are reimbursable.

## DEVELOPMENT AND MAINTENANCE CHARGES:

- 1) Mileage and Labor — These charges are reimbursable for construction and maintenance of the trail system. A worksheet must be filled out for reimbursement identifying hours and dates work was performed.
- 2) Equipment Rentals —
  - A) Heavy equipment work is reimbursable as needed for construction. The operator or vendor of the heavy equipment must be identified and an invoice submitted to the Department of Natural Resources for payment.
  - B) Hand power equipment rental is reimbursable. The operator or owner of the equipment must be identified on the work sheet for payment.  
\*Before any equipment rental or work is done, the rental costs must be within the allowable limits. If these limits cannot be met, bid procedures must be strictly adhered to or the billing will not be processed.
- 3) Material — Charges may be submitted for materials used directly on the trail system. Materials may include but not be limited to: lumber, paint, signs, gates, posts, fencing, culverts, fill, grass seed, bolts, or other hardware, etc. If you have a question on any materials, it is best to contact your regional Department of Natural Resources Trails & Waterways Coordinator.
- 4) Snow Plowing — Reimbursement for plowing parking lots will be acceptable when the parking lot is used solely for trail user parking. Parking areas at business establishments do not qualify for grants assistance. The maximum allotment per parking area per year will be \$200.

## GROOMING CHARGES:

Charges for grooming are for winter grooming only and are as per the allowable costs.

The Trail Administrator is the only authorized person to charge for trail inspection trips—

\*Bids — When equipment cannot be rented at the allowable costs, bids must be let to secure the necessary equipment. Three hourly bids must be secured from vendors in your area. If three bids cannot be secured, list the vendors contacted, date contacted, and vendor's response. When the bids have been secured, the Regional Trails and Waterways Coordinator must be contacted and approve the bids. After his approval, the equipment can be hired. The bids are then submitted with the request for reimbursement.

# ALLOWABLE COSTS

## I. ACQUISITION, DEVELOPMENT, MAINTENANCE COSTS

State Cost 65%	Total Cost
Labor	\$ 4.00/hour
Mileage	
Car	\$ .19/mile
Pickup	\$ .19/mile
4 x 4	\$ .19/mile
1 - 2 ton	\$ .28/mile
2 1/2 ton & up	\$ .39/mile
Snowmobile	\$ .25/mile
Power Tools	
Chainsaw	\$ 2.50/hour
Brushsaw	\$ 2.50/hour
Post Hole Digger	\$ 2.50/hour
Jari Mower	\$ 5.00/hour
Other Equipment (Includes Gas, Oil and Operator)	
Bobcat	\$24.00/hour
Tractor	\$15.00/hour
Attachments (Additional Per Hour)	
Disc	\$ 2.00/hour
Power Take Off Equipment	\$ 5.00/hour
Brush Cutter (self-propelled)	\$30.00/hour
JD-350	\$29.50/hour
JD-450	\$35.00/hour
D-4	\$35.00/hour
D-6	\$43.50/hour
D-7	\$50.50/hour

## II. GROOMING EQUIPMENT

State Cost 90%

Includes gas, oil, operator, repair, parts and service insurance and drag.

Snowmobile	\$11.50/hour
Double Track Snowmobile	\$14.00/hour
S-W Groomer	\$14.00/hour
Trackster	\$15.00/hour
Ranger	\$15.00/hour
J-5	\$19.00/hour
QuadTrac	\$20.00/hour
Meskeg	\$23.00/hour
Snow Track	\$23.00/hour
Bombi	\$23.00/hour
IMP	\$23.00/hour
IMP (with Hydraulics)	\$25.00/hour
SV-200	\$27.00/hour
SV-252	\$29.50/hour
SV-301	\$29.50/hour
Trucker Sno Cat	\$29.50/hour
Sno Master	\$29.50/hour
Thioicol 2100	\$29.50/hour
Thioicol SPRITE	\$29.50/hour

NO EQUIPMENT CHARGES SHALL EXCEED THESE RATES

EQUIPMENT NOT LISTED MUST GO THROUGH THE BID PROCESS (Grooming Equipment)

COPIES OF ALL INVOICES MUST BE SUBMITTED WITH EACH REQUEST FOR REIMBURSEMENT



# TRAIL SPECIFICATIONS

## SNOWMOBILE TRAILS

The Trail Administrator agrees to construct and maintain the proposed trail as specified below:

1. Design
  - (a) Minimum surface for one-way trail is 8-feet and maximum is about 10-feet.
  - (b) Minimum surface for two-way trail is 10-feet and maximum is about 14-feet.
  - (c) An additional 2-feet shall be cleared outside the trails surface.
  - (d) Minimum turning radius is 100-feet.
  - (e) Branches and obstacles above the trail will be cleared to a height of 10-feet.
  - (f) Reflectorized Signs: Signs shall be placed on right side of the trail on wood posts at intervals deemed necessary by the State.
2. Trail vertical and horizontal sight distance should be minimum of 50 feet. Snowbanks at road crossings should be cut back to provide adequate visibility in both directions on both sides. Snowbanks should be kept low at trail crossing points to permit easy exit from and entrance back onto the trail. Warning signs should be installed on trails at both trail and road crossings at sufficient distance to properly warn users.
3. Trails should cross contours at right angles where possible. Routine trails along side slopes should be avoided. Approaches to slopes should be straight and at least as long as the slope.
4. Access to trails should be controlled where possible. Caution signs should be used to indicate trail intersections. Trails should be routed away from area that will attract undesirable traffic or uses. Emergency exits should be provided at about 5-mile intervals and shown by trail signing.
5. Trail location should take advantage of varying features of the topography and land characteristics and interesting features to maintain user's interest.
6. Trail maintenance is extremely important to sustain the trail usability and enjoyment. Dragging is necessary to eliminate moguls (humps). Heavily used trails should be dragged immediately after each significant snowfall.
7. Snowmobile trails shall not be routed over lakes, streams or other bodies of water. When stream crossings are necessary, bridges at least 6-feet wide must be provided. Bridge designs must have approval of the Trails and Waterways Coordinator. Railings are required. Permits to work in public waters are required for all bridges and permit applications are available from the Department of Natural Resources.
8. Trails must be routed away from game preserves, deer yarding areas, wilderness

areas, experimental stations, nurseries, airports, scientific and natural areas, and other areas of anticipated conflict.

9. A sign developed by the State which designates the trail as a cooperative State-local project, will be placed at parking lots, starting points and other places on the trail at the discretion of the Grants-In-Aid Supervisor.

## SKI TOURING TRAILS

The Trail Administrator agrees to construct and maintain the proposed trail as specified below:

1. Design
  - (a) Minimum surface for one-way trail is 6-feet and maximum is about 10-feet.
  - (b) Minimum surface for two-way trail is 10-feet and maximum is about 12-feet.
  - (c) A height of 10-feet above the trail will be cleared.
  - (d) Sustained grades and slopes will be a maximum of 20%.
  - (e) Reflectorized signs: Signs shall be placed on right side except when visibility is obstructed during daytime or night.
2. Snowbanks at road crossings should be cut back to provide adequate visibility in both directions on both sides. Snowbanks should be kept low at trail crossing points to permit easy exit from and entrance back onto the trail. Warning signs should be installed on trails at both trail and road crossings sufficient distance to properly warn users.
3. Access to trails should be controlled where possible. Caution signs should be used to indicate trail intersections. Trails should be routed away from areas that will attract undesirable traffic or users. Emergency exits should be provided at about 5-mile intervals and shown by trail signing.
4. Trail location should take advantage of varying features of the topography, land characteristics and interesting features to maintain the trail user's interest.
5. Trail maintenance may be extremely important to sustain the trail usability and enjoyment. Heavily used trails may be dragged immediately after each significant snowfall.
6. Ski touring trails shall not be routed over lakes, streams, or other bodies of water. If stream crossings are necessary, provide bridges at least 4-feet wide. Bridge designs must have approval of Trails and Waterways Coordinator. Railings are required. Permits are required to cross rivers and streams.
7. Trails must be routed away from experimental stations, nurseries, airports, and other areas of anticipated conflict.
8. A parking area should be provided for trail users. It should be cleared of snow throughout the skiing season.

## EQUESTRIAN TRAILS

The Trail Administrator agrees to construct and maintain the proposed trails as specified below:

### 1. Design

- (a) Minimum trail width is 8-feet and maximum is about 12-feet.
- (b) An additional 2-feet shall be cleared outside the trails surface.
- (c) Branches and obstacles above the trail will be cleared to a height of 12-feet.
- (d) Reflectorized Signs: Signs shall be placed on right side of the trail on wood posts at intervals deemed necessary by the State.

2. Trail vertical and horizontal sight distance should be minimum of 50-feet. Trees or road crossings should be cut back to provide adequate visibility in both directions on both sides. Trees and shrubs should be kept low at trail crossing points to permit easy exit from and entrance back onto the trail. Warning signs should be installed on trails at both trail and road crossings at sufficient distance to properly warn users.

3. Trails should cross contours at right angles where possible. Routing trails along side slopes

should be avoided. Approaches to slopes should be straight and at least as long as the slope.

- 4. Access to trails should be controlled where possible. Caution signs should be used to indicate trail intersections. Trails should be routed away from areas that will attract undesirable traffic or uses. Emergency exits should be provided at about 5-mile intervals and shown by trail signing.
- 5. Trail location should take advantage of varying features of the topography and land characteristics and interesting features to maintain user's interests.
- 6. When stream crossings are necessary, bridges at least 6-feet wide must be provided. Bridge designs must have approval of the Trails and Waterways Coordinator. Railings are required. Permits to work in public waters are required for all bridges and permit applications are available from the Department of Natural Resources.
- 7. Trails must be routed away from game preserves, deer yarding areas, wilderness areas, experimental stations, nurseries, airports, scientific and natural areas, and other areas of anticipated conflict.

# MINNESOTA LIABILITY LAW

## CHAPTER 87

### PRIVATE LANDS AND WATERS, PUBLIC USE

87.01 POLICY. It is the policy of the state, in furtherance of the public health and welfare, to encourage and promote the use of privately owned lands and waters by the public for beneficial recreational purposes, and the provisions of this chapter are enacted to that end.

(1961 c 638 s 1; 1971 c 946 s 1)

87.02 (Repealed, 1971 c 946 s 9)

87.021 DEFINITIONS. Subdivision 1. For the purposes of this chapter the terms defined in this section have the meanings given them, except where the context clearly indicates otherwise.

Subd. 2. "Land" means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty.

Subd. 3. "Owner" means the possessor of a fee interest or a life estate, a tenant, lessee, occupant or person in control of the premises.

Subd. 4. "Recreational purpose" includes, but is not limited to, any of the following, or any combination thereof: hunting, trapping, fishing, swimming, boating, camping, picnicking, hiking, bicycling, horseback riding, pleasure driving including snowmobiling and the operation of any motorized vehicle or conveyance upon a road or upon or across any land in any manner whatsoever, nature study, water skiing, winter sports, and viewing or enjoying historical, archaeological, scenic, or scientific sites.

Subd. 5. "Charge" means the admission price of fee received in return for invitation or permission to enter or go upon the land.

(1971 c 946 s 2)

87.022 LANDOWNERS DUTY; WARNINGS. Except as specifically recognized by or provided in section 87.025, an owner of land owes no duty of care to render or maintain the premises safe for entry or use by others for recreational purposes.

(1971 c 946 s 3)

87.0221 OWNERS DUTY OF CARE OR DUTY TO GIVE WARNINGS. Except as specifically recognized by or provided in section 87.025, an owner of land (a) owes no duty of care to render or maintain his land safe for entry or use by other persons with a motorized recreational vehicle for recreational purposes, (b) owes no duty to warn those persons of any dangerous condition on the land, whether patent or latent, (c) owes no duty of care toward those persons except to refrain from willfully taking action to cause injury, and (d) owes no duty to curtail his use of his land during its use for recreational purposes.

(1973 c 703 s 1)

87.023 LANDOWNERS LIABILITY. Except as specifically recognized by or provided in section 86.025, an owner of land who either directly or indirect-

ly invites or permits without charge any person to use such property for recreational purposes does not thereby:

(a) Extend any assurance that the premises are safe for any purpose;

(b) Confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed.

(c) Assume responsibility for or incur liability for any injury to person or property caused by an act of omission of such persons.

(1971 c 946 s 4)

87.024 LIABILITY; LEASED LAND. Unless otherwise agreed in writing, the provisions of sections 87.022 and 87.023 shall be deemed applicable to the duties and liability of an owner of land leased to the state or any subdivision thereof for recreational purposes.

(1971 c 946 s 5)

87.025 LANDOWNER'S LIABILITY; NOT LIMITED. Nothing in this chapter limits in any way any liability which otherwise exists:

(a) For conduct which, at law, entitles a trespasser to maintain an action and obtain relief for the conduct complained of;

(b) For injury suffered in any case where the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that in the case of land leased to the state or a subdivision thereof, except that in the case of land leased to the state or a subdivision thereof, any consideration received from the state or subdivision thereof by the owner for such lease shall not be deemed a charge within the meaning of this section.

(Ex 1971 c 3 s 88 subd 1)

87.026 LAND USER'S LIABILITY. Nothing in this chapter shall be construed to:

(a) Create a duty of care or ground of liability for injury to persons or property;

(b) Relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this chapter to exercise care in his use of such land and in his activities thereon, or from the legal consequences of failure to employ such care.

(1971 c 946 s 7)

87.03 DEDICATION. No dedication of any land in connection with any use by any person for a recreational purpose shall take effect in consequence of the exercise of such use for any length of time hereafter except as expressly permitted or provided by the owner or as otherwise expressly provided by sections 160.05 and 160.06, or other legislative act.

(1961 c 638 s 3; 1963 c 207 s 2; 1971 c 946 s 8)

87.04 (Repealed, 1971 c 946 s 9)

## COUNTY / CLUB CONTRACT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_ hereinafter referred to as the local unit of government and \_\_\_\_\_ hereinafter referred to as the club.

### WITNESSED:

Whereas the local unit of government desires to establish a public trail in furtherance of its public recreation program, and

Whereas the club agrees to help and assist the local unit of government to acquire, construct and maintain said trail, and

Whereas the State of Minnesota offers financial and technical assistance to the local unit of government for the construction and maintenance of an approved trail, and whereas the trail in connection with this agreement shall hereinafter be called \_\_\_\_\_.

Now therefore it is agreed between the parties thereto:

The local unit of government shall apply to the State of Minnesota — Department of Natural Resources — for financial and technical assistance in accordance with the laws, rules, and regulations governing said assistance.

If said assistance is granted, the local unit of government shall contract with the club for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail.

The contract shall specifically provide that any "work" in connection with the trail shall be in accordance with the terms and conditions of the agreement between the state and the local unit of government and such terms and conditions be incorporated in said contract by reference.

Further the contract shall provide that the club will submit to the local unit of government the actual total cost connected with "work" on the trail. The local unit of government agrees to pay 65% of the total for acquisition, development and general maintenance and 90% for grooming costs; the club will "absorb" the remainder.

The contract shall specifically provide that the club will be operating as an independent contractor and that the local unit of government and the State of Minnesota shall not be responsible for workman's compensation or other employee benefits.

Not Withstanding the financial assistance provided in the state contract, the local unit of government shall not be liable for such costs as are incurred by the club because state funds are depleted.

Board Chairman/Mayor \_\_\_\_\_

Auditor/Clerk \_\_\_\_\_

Club President \_\_\_\_\_

Club Secretary \_\_\_\_\_

NOTE: This sample, or a similar type of contract, must be signed by clubs and local units of government participating in The Minnesota Trail Assistance Program.

## PERMIT

THIS PERMIT, is granted this 3rd day of September 19    , by Lloyd Landowner, Permitters to the County of Lake Permittee, to establish and maintain on the hereinafter described land a *snowmobile* route.

That Lloyd Landowner, the (record owners contract for deed purchasers, lessees) in consideration of \$1, grants this permit over and upon the following described premises situated in the County of Lake, State of Minnesota, to wit:

T63N R7W Sec 3 NW 1/4 NE 1/4

(Legal Description)

### SUBJECT TO:

1. This permit shall terminate upon sale of the land, or upon notification in writing to the State six months prior to termination by the Permitters.
2. The right-of-way *snowmobile* route shall be open to the general public for *snowmobile* use.
3. The Permittee shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
4. The Permitters shall have the right to choose said right-of-way during any emergency, with the approval of the Permittee.
5. The permit is for a 14 foot width over the route to be used.

DATED: 3/9

Lloyd Landowner  
(Landowner Signature)

Pete Sames  
(Club Representative Signature)

## EASEMENT

THIS INDENTURE, made this 4th day of September, 1978, between Mr. and Mrs. Peter Sames, of the County of Lake, and State of Minnesota, part ies of the first part, and Lake County, party of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of \$1.00/Year to Mr. & Mrs. Sames in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do(es) hereby Grant and Convey an easement and right in perpetuity; easement and right during the winter season; easement and right during the months of November thru February for the coming 5 year(s) unto the said party of the second part, its successors and assigns, subject to the terms hereof, over and upon the following described premises situated in the County of Lake, State of Minnesota, to-wit:

A strip of land 12 feet in width over and across the following described lands:

### Legal Description

The location of said strip of land is shown on Exhibit "A" attached hereto and made a part hereof, for the following described purposes:

The purpose and intent of this easement is to establish, construct, and maintain a snowmobile trail to be used by the public. This easement is conveyed subject to the following terms and conditions:

1. The party of the second part acknowledges that the part ies of the first part shall incur no expenses associated with the construction and maintenance of the trail.

2. Prior to this easement taking affect, the party of the second part will submit for approval to the part ies of the first part a plan describing the placement and construction of any items that the party of the second part intends to place or construct on the described lands. Any such items to be placed or constructed pursuant to this agreement will be limited to items which may be reasonably construed as furthering the express purpose of this land use. No deviations from this plan will be allowed except with the approval of the part ies of the first part.

3. All stumps, slash and other debris resulting from the clearing of the right-of-way will be disposed of by the party of the second part by burning or otherwise, according to law.

4. All trees having a commercial value will be cut in standard lengths and piled conveniently by the party of the second part, for disposal by sale or otherwise by the part ies of the first part.

5. In order to preserve the scenic beauty of the demised land, the part ies of the first part agree(s) to refrain from cutting any trees or removing any vegetation from said land without the express written consent of the party of the second part.

6. All signs, postings and other markers shall be approved by the part ies of the first part.

7. This easement is terminated if the designated land is not used by the party of the second part for the purpose of constructing a snowmobile trail for a period of one year, or if the party of the second part fails to comply with any of the conditions of this easement.

8. The party of the second part shall maintain the area under easement in a safe condition at all times.

TO HAVE AND TO HOLD THE SAME, to the party of the second part, its successors and assigns.

IN TESTIMONY WHEREOF, the said Parties have hereunto subscribed their names the day and year first above written.

\_\_\_\_\_  
Signature: Date:

\_\_\_\_\_  
Signature: Date:

STATE OF MINNESOTA )  
COUNTY OF Lake ) —ss

On this 6th day of September, 1978, before me, a Notary Public in and for the State of Minnesota, appeared Mr. & Mrs. Peter Sames to me known to be the persons described in and who executed the foregoing easement, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Signature: Notary Public

\*Note: If only one person is granting an easement the clauses should read the part y.

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
Division of Waters, Soils & Minerals

APPLICATION FOR PERMIT TO WORK IN  
PUBLIC WATERS

\_\_\_\_\_, the owner  
(print or type applicant's name)  
of land in Government lot(s) \_\_\_\_\_,  
quarter section(s) \_\_\_\_\_, section(s) \_\_\_\_\_,  
township no.(s) \_\_\_\_\_, range(s) \_\_\_\_\_,  
\_\_\_\_\_  
(fire no., box no. or address)  
\_\_\_\_\_  
(lot, block & subdivision)  
county(ies) \_\_\_\_\_, which is riparian to  
\_\_\_\_\_  
(name of lake or stream)

applies pursuant to Minnesota Statutes Chapter 105  
and other applicable statutes for a permit to work  
in the public water(s) named above, in accordance  
with all data, maps, plans, and other information  
submitted herewith and made a part hereof.

PROPOSAL

IT IS PROPOSED TO: (check) ☐ excavate, ☐ fill,  
☐ construct, ☐ remove, ☐ install, ☐ abandon, or  
☐ other (specify) \_\_\_\_\_

THE FOLLOWING: (check) ☐ dam, ☐ shore-  
protection, ☐ shoreline, ☐ harbor, ☐ channel,  
☐ bridge, ☐ culvert, ☐ wharf, ☐ obstruction, or  
☐ other (specify) \_\_\_\_\_

JUSTIFICATION

Explain why this project is needed:

ENVIRONMENTAL IMPACT

1. Anticipated changes in water and related land resources:
2. Unavoidable but anticipated detrimental effects:
3. Alternatives to the action proposed:

PROJECT SITE DATA

1. Describe the type and amount of aquatic vegetation present:
2. Describe the nature of the material beneath the water:
3. Describe the nature of the upland area:
4. Describe type and amount of nearby shoreland development:
5. ENCLOSE SKETCH DESCRIBING WATER LEVEL FLUCTUATIONS. (see instructions)

CONSTRUCTION DATA  
(also attach sketch or drawing)

Channelling	Existing	Proposed
Total length (feet) .....	_____	_____
Length in lake/stream (feet) .....	_____	_____
Bottom width (feet) .....	_____	_____
Side slopes (ratio) .....	_____	_____
Average depth (feet) .....	_____	_____
Gradient (%) .....	_____	_____
Alterations along shore		Proposed
Distance along shore (feet) .....	_____	_____
Distance waterward (feet) .....	_____	_____
Thickness of fill material (feet) .....	_____	_____
Depth of excavation (feet) .....	_____	_____

1. Describe type of excavation equipment to be used, if known:
2. Describe location (include map) and characteristics of spoil disposal site proposed:
3. Would maintenance excavation be necessary? (check) ☐ YES ☐ NO Explain: \_\_\_\_\_
4. Volume of material to be removed initially (cubic yards):  
Muck or silt \_\_\_\_\_ Sand or gravel \_\_\_\_\_  
Rock or stone \_\_\_\_\_

ATTACHMENTS ☐ \$15.00 filing fee,

☐ photographs, ☐ other (specify) \_\_\_\_\_

Applicant declares that information submitted herewith and statements made herein are a true and correct representation of the facts, and that the filing of this application and information with the Commissioner of Natural Resources is prima facie evidence of the correctness thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed \_\_\_\_\_  
(applicant)

(lessee)

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_

COMPLETE APPLICATION SUBMITTED  
TO:

- (1) \_\_\_\_\_  
Name of city or township  
\_\_\_\_\_  
Street & Post Office
- (2) \_\_\_\_\_  
Name of watershed district
- (3) Shoreland Management Administrator of  
\_\_\_\_\_ County

AFFIDAVIT

State of Minnesota \_\_\_\_\_ )  
County of \_\_\_\_\_ ) —ss  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_ before me personally appeared \_\_\_\_\_

who being first duly sworn and to me known to be  
the person \_\_\_\_\_ who executed the foregoing  
application, acknowledge(s) that \_\_\_\_\_ executed  
the same \_\_\_\_\_ own free act and deed and that  
the statements, maps, plans, documents, and other  
supporting data are true and correct according to  
\_\_\_\_\_ best knowledge and belief.

Notary Public \_\_\_\_\_ County  
My commission expires \_\_\_\_\_ 19\_\_\_\_



