

TRAIL STEWARDSHIP AGREEMENT
Between the City of Madison and Capital Off Road Pathfinders, Inc.

THIS TRAIL STEWARDSHIP AGREEMENT (this “Agreement”), entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “City”), and Capital Off Road Pathfinders, Inc., a Wisconsin nonstock corporation recognized as tax-exempt under I.R.C. § 501(c)(3) (hereinafter referred to as “CORP”), is effective as of the date by which both parties have signed hereunder (the “Effective Date”).

WITNESSETH:

WHEREAS, the City’s park and path system includes many cycling amenities, mostly for hard-surface infrastructure. However, the City has begun to expand the natural surface and singletrack mountain biking offerings within the City, which currently include, among other features, a singletrack system at Quarry Park and the Cannonball Bicycle Adventure Trail. The City, through its Parks and Engineering Divisions, is looking to add additional dedicated mountain biking offerings within the City; and

WHEREAS, CORP is a chapter of the International Mountain Bicycling Association (“IMBA”) based in south-central Wisconsin that is dedicated to building sustainable trails and creating environmentally responsible off-road bicycling opportunities. CORP and its volunteers build and maintain mountain biking trails within the Madison area; and

WHEREAS, CORP is interested in acting as steward of the City’s mountain biking trails and assisting and supporting the City’s Parks Division’s comprehensive operation and maintenance plan of the currently existing and any additional mountain bike trails planned for development on City property; and

WHEREAS, the City and CORP (the “Parties”) have expressed a mutual interest in continuing to develop and maintain off-road mountain biking infrastructure within the City; and

WHEREAS, it is in the Parties’ interest to enter into a formal agreement to allow CORP to maintain and develop mountain biking trails within the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow CORP to maintain and develop singletrack or other off-road mountain biking trails on the Property (defined below in Section 3).
2. Term; Renewal. The term of this Agreement shall be 5-years, commencing on the Effective Date and expiring on December 31, 2029. Thereafter, CORP may renew this Agreement for an additional 5-year period, through December 31, 2034, upon the mutual

agreement of the Parties. To renew this Agreement, CORP must provide written notice to the Parks Division of CORP's desire to renew this Agreement no later than June 30, 2029. The City's decision to renew or not renew the Agreement will be based upon CORP's performance under this Agreement. The decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify CORP in writing of its decision to renew or not renew this Agreement no later than August 1, 2029.

3. Trails Subject to Agreement. This Agreement applies to the following off-road mountain biking trails on City property (the "Property"):
 - a. Cannonball Bicycle Adventure Trail: Located at 2906 Traceway Dr., adjacent to and within the Cannonball Bike Path from Post Road to the W. Beltline Frontage Road, and within Aldo Leopold Park.
 - b. Quarry Park: Located at 3102 Stevens St., within Quarry Park.
 - c. Sycamore Park: Located at 830 Jana Lane
 - d. Other Trails: Other trails, including trails developed under this Agreement, will become subject to this Agreement upon the written agreement of the Parties.
4. Grant of Authority. Subject to the terms and conditions of this Agreement, the City hereby grants CORP, and its members, officers, directors, employees, volunteers and agents, permission to enter upon and use the Property for the purpose of constructing and maintaining year-round singletrack and other off-road bicycle trails for recreational purposes only. The authorized trail stewarding may include, but is not limited to, bicycling, cutting or removing wood, harvesting products of nature, and operating a utility terrain vehicle, as those terms are used in Wis. Stat. § 895.52(1)(g), as well as operating and using heavy equipment, such as a skid steer, mini excavator and power buggy.
5. Improvements. The Parties agree that improving, repairing (other than routine maintenance), upgrading, and constructing new trails on the Property (hereafter "Improvements") by CORP may be necessary or desirable from time-to-time. Improvements shall be approved and handled as follows:
 - a. Improvement Planning. The City and CORP will conduct annual inspections of the Property to identify any planned Improvements and establish mutually agreed upon schedules for such work.
 - b. Plans and Approval. Prior to making any Improvement, CORP must notify the Parks Superintendent, or designee, in writing of any anticipated Improvement that would involve more than one day of work, be valued in excess of \$5,000, or that would involve the rental of heavy equipment for which CORP may seek reimbursement under Section 5.ff. The Parks Superintendent may approve plans for Improvements, although Improvements that alter the use of a City park may also require approval of the Board of Parks Commissioners, and Improvements that

impact City owned or maintained pathways may also require the approval of the City Engineer.

- c. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties' respective shares and responsibilities. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting CORP's financial contribution to the Improvement prior to the start of construction. On any such City managed Improvement project, the City and its contractor shall coordinate the work schedule and plans with CORP, and keep CORP reasonably informed of the status of the project. CORP understands that if public money is used for Improvement projects, those projects will need to follow all applicable laws regarding the use of such public funds.
- d. Construction. Except as provided in Section 5.c, the funding and construction of any Improvement under this Section 5 is entirely the responsibility of CORP, who shall be responsible for obtaining any required permits, licenses, and approvals for the Improvement if necessary. All trail design and construction shall meet the guidelines of IMBA. If any construction work is performed by contractors for CORP, CORP agrees that any and all warranties and representations made to CORP by the contractor regarding the Improvement shall extend to the City.
- e. Donation and Acceptance of Improvements. Once Improvements are complete, CORP shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by CORP to the City for the use and enjoyment of City residents who use the Property. Thereafter, the Improvement shall be the property of the City.
- f. Equipment Rentals. Notwithstanding Subsection d, and subject to budgetary authority, the City agrees to reimburse CORP for heavy equipment rental costs reasonably incurred by CORP while making any Improvements to the Property, provided that reimbursements shall not exceed \$25,000 for any Improvement project. Reimbursement shall be made by the City within thirty (30) days after CORP's delivery of an invoice to the City.

6. Obligations of the Parties. In entering into this Agreement, the Parties agree to the following obligations:

- a. Obligations of the City. The City agrees to do the following:
 - (1) Maintain trailheads and related park facilities as they come to fruition.
 - (2) Designate the trails as "off-road bicycle trails" and "constructed mountain bike trails", and the trails will be included in appropriate list of such trails.

- (3) Publicly acknowledge CORP's contribution to the construction and maintenance of the trail(s). Provide CORP an opportunity to review, in advance, the timing and substance of this public acknowledgement prior.
- (4) With sufficient advance notice, publicize CORP workdays on City Parks Division media (email, social media, website).
- (5) Meet with CORP upon CORP's reasonable request to discuss the trails including any immediate maintenance or trail related concerns.
- (6) Allocate \$2,000 per trail location per year from the City's annual maintenance budget to CORP.
- (7) Provide mowing of the established turf grass areas adjacent to the trail tread, skills features, and pump tracks as they are currently being maintained.
- (8) Provide a designated area at or near each trailhead for CORP to store a metal equipment lockers or tool shed.

b. Obligations of CORP. CORP agrees to do the following:

- (1) Design, layout, and construct mixed-use trails on the Property as mutually agreed upon by the Parties.
- (2) Mutually determine the route and width of new trails with the Parks Division.
- (3) Perform initial clearing of trails, including the trimming, removal and treatment of vegetation with herbicide necessary for the creation of such trail at least 6 times from April through September of each year in which this Agreement is continuing.
- (4) Work with the Parks Division to review the placement of proposed signage, including trailhead entrances, boundary markers, crossings, information kiosks, donation tubes, and interpretive signage.
- (5) Comply with all Parks Division requirements for land management activities, safety, reporting, required trainings, and safety equipment. The Parks Division will provide CORP with all required forms and documents.
- (6) Inspect and maintain the trails on the Property, including checking for erosion, obstacles, overhanging branches or brush, downed trees or any other potential hazards and report the same to the Parks Division along with CORP's response at least three times from April through October of each year in which this Agreement is continuing. Areas that require revegetation shall be seeded with seed mixture approved by Parks Division.

With this agreement, the City of Madison will get volunteer trail stewards who regularly visit the property and use the trails. Volunteer stewards:

- (a) Provide basic maintenance of weed/brush trimming, trail repair, and downed tree removal to keep trails open to the public. CORP shall provide all trimming beyond what Parks staff provides in the managed turf grass areas. This work shall include keeping the trail corridor clear of vegetation and debris for a distance of approximately 3' on either side of the trail tread and a height of 8'.
- (b) Repair erosion/washouts or reroute problematic sections
- (c) Lead CORP Trails volunteers during seasonal maintenance efforts such as leaf clearing and de-cupping trail tread. These events are promoted through the CORP Trails website, email communications, and social media channels.
- (d) Receive a budget from CORP Trails for materials, fuel, and tool repairs/replacement. Initial investments may include signage, weed trimmers, leaf blowers, chainsaws, on-site tool lockers, etc.
- (e) Have access to subsidized chainsaw certification, trail construction, and maintenance training
- (f) Are connected to a user community that alerts them to issues requiring attention, such as storm damage, and are supported by a peer network of stewards for mentoring, questions, and specialized expertise
- (g) Provide year-round trail conditions reports via corptrails.org/trail-info
- (h) Collaborate with the property manager on improvements such as trail reroutes, installing wood structures, or adding trails and then organize work events to implement them
- (i) Maintain all wooden features in accordance with manufacturer's specifications
- (j) Trail stewards Do NOT have the tools or expertise to repair of hard surfaces such as asphalt pump tracks
- (k) Provide a map or diagram of tool shed locations

- (7) Develop and groom winter bike trails, as follows:
 - (a) CORP may provide the City with a winter grooming plan that includes a map indicating trails to be groomed along with times and frequency of grooming, i.e., after snowfalls of 4" or more. The Parks Division understands that occasional grooming may be needed at other times;
 - (b) CORP agrees to provide all labor and equipment to groom the trail network in accordance with CORP's winter grooming plan; and

- (c) Grooming may be done as long as there is an adequate base of compacted snow.
- (8) Only develop new trails with the prior approval from the City as required in Section 5.
- (9) Promote the City's Parks Division and trail system in printed materials and electronic publications.
- (10) Meet with City Parks Division staff as needed to discuss any immediate maintenance or trail related concerns.

c. Trail Closures and Events. The Parties will make all reasonable efforts to keep the trails open for public use. Trails may be closed to the public when closure is needed, as determined by CORP or the City, for maintenance or improvement purposes, or when an approved trail event is scheduled. Upon trail closure by either party, the party closing the trail shall notify the other party. All trail events must first be approved by the Parks Division and may require additional City approvals. CORP should consult with the Parks Division in advance of any such event to ensure approval prior to any such event.

d. Equipment Safety. CORP shall maintain all of its equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof. Any person operating any equipment while performing work for or under the direction of CORP shall wear proper personal protective equipment. CORP agrees to provide all of its employees and volunteers with any necessary equipment for this purpose.

e. Heavy Equipment Usage. Any person ("User") operating or using heavy equipment to make Improvements on behalf of, in association with or at the direction of CORP must also meet the following requirements:

- (1) The User must be familiar with the equipment and have received appropriate training on the equipment's operation, use and maintenance;
- (2) The User must be competent and qualified to operate and maintain the equipment in a safe manner and in strict accordance with the manufacturer's manual; and
- (3) The User shall comply with all applicable laws, regulations, ordinances, rules and orders, and exercise due regard for persons and property in the operation of the equipment.

f. Storage. CORP may store equipment necessary to provide the services set forth in this Agreement at designated locations on the Property as approved by the Parks Division. Equipment must be stored in a neat, orderly, and attractive manner, and the City is not responsible for any items that may be lost, damaged or stolen while stored on the Property.

- g. Annual Meeting and Report. At least annually, the Parties agree to meet to discuss conditions and seasonal needs of the trails, and the potential for new trails within the Property. In addition, at least annually, CORP shall submit a written report to the Parks Division on CORP's trail building activities and maintenance of the trails, including where the work was done, what was done, number of volunteers, hours worked, and any other recommendations CORP or the volunteers may have.
- h. Trail Signage. Initially, CORP shall provide basic trail maps and wayfinding signage at trails, until such time as the City, in coordination with CORP, develops a signage and wayfinding plan. Once a City plan is prepared, specific signage responsibilities between the Parties may be separately defined.
- i. Trail Naming. CORP will coordinate official naming of trails, with final approval of the trail names remaining with the Parks Superintendent.
- j. Weapons Prohibition. CORP shall prohibit, and shall require its subcontractors, if any, to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at CORP's or subcontractor's own business property. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. § 175.60(15m).

7. Liability to Others.

- a. Waiver and Release of Liability by Riders. The City acknowledges and agrees that CORP intends to require all users of the trail to sign a waiver and release of liability releasing CORP of any and all claims in connection with the use of the trails, except to the extent arising from CORP's recklessness or intentional misconduct ("Waiver"). CORP may maintain signage on the trails notifying trail users of the requirement to execute the Waiver.
- b. Immunity from Liability. This Agreement is intended by the Parties to constitute a "Recreational Agreement" as that term is defined in Wis. Stat. § 895.52(1)(h). CORP and the City are both "owners" as that term is defined in Wis. Stat. § 895.52(1)(d).

8. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties. In the event of a conflict between the terms of this Agreement and the terms of any document attached or incorporated herein, the terms of this Agreement shall control and supersede any such conflicting term.

9. Status of CORP. It is agreed that CORP is an independent contractor and not an employee or representative of the City and that any persons who CORP utilizes and provides for services under this Agreement are employees and/or volunteers of CORP and are not employees or volunteers of the City of Madison. In addition, it is agreed that by granting CORP the right to use the Property for the purposes set forth herein, the City is not granting

CORP the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. § 135.02(1), between the City and CORP arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.

10. **Assignability and Subcontracting.** CORP shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval. All of the services required hereunder shall be performed by CORP, its employees, volunteers or agents. If CORP is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of CORP's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in CORP as of the date hereof.
11. **No Realty.** It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to CORP of the right to conduct certain activities and provide certain services on the Property for the benefit and convenience of the public.
12. **Access to Property.** The City, by its representatives, shall have access to Property at any reasonable time provided such entry shall not interfere with CORP's conduct of business. In case of emergency, the circumstances of which to be solely determined by the City, the City shall enter the Property with or without force, as necessary, without assuming any liability for such entry and without affecting CORP's obligations under this Agreement.
13. **Amendments.** This Agreement shall be binding on the Parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person other than the Parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of CORP and the Parks Superintendent, or his/her designee.
14. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or CORP shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or CORP therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
15. **Indemnification and Insurance.**
 - a. **Indemnification.** CORP shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees)

by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from CORP's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of CORP or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wis. Stat. § 895.52.

- b. Hazardous Substances; Indemnification. CORP represents and warrants that its use of the Property will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. CORP further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

c. Insurance.

- (1) Required Insurance. CORP will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. CORP shall not commence work under this Agreement, nor shall CORP allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

- (a) Commercial General Liability. During the life of this Agreement, CORP shall procure and maintain Commercial General Liability insurance, covering CORP and its employees and volunteers, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. CORP's coverage shall be primary and noncontributory, and list the City of Madison,

its officers, officials, agents and employees as additional insureds. CORP shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (b) Worker's Compensation. During the life of this Agreement, CORP shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. CORP shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. CORP shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
- (c) Umbrella Liability. During the life of this Agreement, CORP shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
- (3) Proof of Insurance, Approval. CORP shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. CORP shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The CORP shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- (4) Notice of Change in Policy. CORP and/or its insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, CORP shall immediately cease use of the Property and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.

(6) Risk Manager. All information required to be provided to the City Risk Manager should be addressed as follows:

City of Madison
Attention: Risk Manager, Room 406
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

16. Non-Discrimination. In the performance of the services under this Agreement, CORP agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status CORP further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

17. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

18. Notices. All notices to be given under the terms of this Agreement shall be in writing and sent, or e-mailed, to the addresses of the parties listed below, or as otherwise agreed to by the Parties:

City: Corey Stelljes
 City Parks Division
 330 E. Lakeside St.
 Madison, WI 53715
 cstelljes@cityofmadison.com

CORP: Capital Off Road Pathfinders, Inc.
 Attention: Ben Neff, President
 PO Box 44572
 Madison, WI 53744

19. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

20. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the Parties agree to submit themselves to the jurisdiction of said

court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. Compliance with Applicable Laws. CORP shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of CORP and its agents, employees and volunteers. CORP's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 21 of this Agreement.
22. Default/Termination.
 - a. In the event CORP shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the reasonable satisfaction of the City, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to CORP, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against CORP, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of CORP under this Agreement.
 - b. Notwithstanding subsection a above, either Party may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the other with ninety (90) days written notice of termination.
 - c. Upon the termination of this Agreement, the Parties shall have no rights, obligations or liability to the other Party relating to this Agreement. Immediately following termination of this Agreement, the City shall remove any signage or publicly available information indicating that the trails located on the Property are maintained by CORP or that CORP is serving as a trail steward for the trails on the Property.
23. Authority. CORP represents that it has the authority to enter into this Agreement. If CORP is not an individual, the person signing on behalf of the CORP represents and warrants that he or she has been duly authorized to bind CORP and sign this Agreement on CORP's behalf.
24. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. Ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed

original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR CAPITAL OFF ROAD PATHFINDERS, INC.

Ben Neff, President

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Michaell Haas, Acting City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-25-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____ and approved by the Board of Parks Commissioners at its meeting on _____.