

2200
Document Number

LEASE

THIS LEASE is effective this 1st day of January 2013, by and between the Wisconsin Department of Natural Resources, "LESSOR", and Winnebago County, a Municipal Corporation, "LESSEE".

WHEREAS, the Lessor and the Lessee wish to provide adequate access to Lake Winnebago for public use including boating and fishing;

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing adequate access to the waters of this State;

WHEREAS, the land owned by the Lessor in the Town of Oshkosh, located in Winnebago County, Wisconsin, and is known as the Asylum Bay Access Site, provides an opportunity for boaters and fishers seeking access to the waters of Lake Winnebago;

WHEREAS the Department may enter into this lease pursuant to section 23.09 (2), Stats., and section NR1.48, Wisconsin Administrative Code.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the covenants herein set forth, the Lessor leases unto the Lessee the following described property in Winnebago County, Wisconsin (the Premises) for the purpose of constructing, operating, maintaining, repairing, removing and replacing a public access to Lake Winnebago.

1. PREMISES

Town 18 North, Range 17 East, Winnebago County, Wisconsin

Section 6: All that part of the mainland and the island in Government Lots 1, 2 and 3 lying west and south of a line described as follows: Commencing at the northwest corner of said section 6; Thence S 89°25'04"E a distance of 60 feet along the north line of Government Lot 3 to the point of beginning; Thence S00°40'42"E a distance of 841.67 feet; Thence S42°47'10"E a distance of 91.92 feet; Thence N80°39'36"E a distance of 1,270.41 feet; Thence S61°26'24"E a distance of 1,460.0 feet; Thence S42°23'36"E a distance of 332.0 feet; Thence S42°23'36"E to the water's edge of Lake Winnebago.

2. TERM AND TERMINATION

A. This lease shall commence on the 1st day of January, 2013, and it shall terminate on the 31st day of December, 2018. The Lessor and Lessee agree to terminate this lease upon the proposed transfer of fee title to the Premises.

It is understood that if undue hazardous or unfeasible conditions are discovered during the planning and engineering of the site, that the Lessee may terminate this lease prior to accepting any state or federal grants in aid.

Recording Area _____
Return:

During any renewal period, the Lessor or the Lessee may terminate this lease by providing 180 days written notice to the other part of its decision to terminate. In the event of termination, the Lessee shall surrender the Premises to the Lessor. Any improvements made by the Lessee shall become the property of the Lessor.

- B. This lease may be renewed for an additional five (5) year period under the same terms and conditions contained in this lease, upon mutual written agreement of the parties.

3. LESSEE'S USAGE

- A. Based on the availability of grants in aid, the Lessee shall develop, repair, replace, remove, construct, and maintain an access site for public use including Sherman Road for vehicular traffic, parking and launch facilities for boaters, anglers, hikers, bird watchers, and other users of local public lands. The Lessee may also develop shore fishing, sanitary, and picnic facilities. The Lessee may regulate public uses of the area including swimming and discharge of firearms. Lessor and Lessee agree to explore potential permitting of Waterfowl hunting off of the island at the end of Sherman Road across from the DNR buildings in a fashion that is not inconsistent with the Lessor's guidelines.
- B. The Lessee may charge a fee to the public for the use of the Premises and the public facilities developed thereon. The Lessee hereby agrees that any and all fees charged to boaters and shore fishers shall not exceed the fee charged for daily entrance into Wisconsin State Parks and Forest Areas, unless a higher fee is approved by the Lessor under s. NR 1.93, Wis. Adm. Code.
- C. The Lessee shall comply with applicable State and local floodplain regulations.
- D. The Lessee shall:
 - 1. Maintain the Premises in a neat, safe, sanitary, and useable condition.
 - 2. Remove litter and solid waste.
 - 3. Provide police and fire protection in a manner to achieve safety and efficiency and to preserve and protect the property and public health, welfare, and safety.
- E. The Lessee may post signs and posters along the Premises in order to delineate and locate the described lands for public use and to inform the public of the source of funds used for development and/or maintenance of the Premises.
- F. Lessor and Lessee agree to meet annually to discuss ongoing road maintenance and improvement costs for Sherman Road and to agree on a schedule for improvements and cost share rate.

4. RESERVING UNTO THE LESSOR

- A. The free and unobstructed access to and use of all Asylum Bay Station buildings and the right to continue Department operations on the grounds immediately surrounding those buildings (excluding the island).
- B. Rights to construct a sanitation and storage building as described in the Program Statement directed for Winnebago County, Asylum Bay Fisheries Operations and the Department of Natural Resources. The location of the building will be determined so as to not impact items of archaeological or historical significance and to meet local and state zoning requirements as proposed in the Program Statement.
- C. Rights to construct a fishing pier. Dock will be approximately 6' x 75' long with a 40' "T" at the end. See attachment B for approximate location.

- D. Rights to restrict public access east of the boat launch parking area during the overnight hours of official park closure for litter, safety and security reasons. If access restriction is necessary, length of time, areas of restriction and type of materials used will be approved by both the Lessee and the Lessor prior to closure. Access restrictions will not affect the boat launch area. See attached Exhibit A for specific locations.
- E. Lessor agrees to cooperate with the Lessee, as a co-applicant due to ownership issues when/if the Lessee applies for permits or grant funding for improvements or upgrades to the Premises.

5. LIMITATIONS ON USAGE

- A. The Lessee shall obtain prior written approval from the Lessor for any development and/or construction of any structure or fence prior to any alteration of the landscape.
- B. Any and all improvements made to the Premises shall be accessible to persons with physical disabilities.
- C. Lessor's vehicles will be exempt from any and all user fees while said vehicles and/or boats and trailers are being used for official business or official discharge of duties.
- D. The area covered by the lease is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record, or conviction record.
- E. The Lessee hereby agrees that the public motorboat access site will be limited to two launch lanes split by one boarding dock and that designated parking for the boat launch will not exceed 32 vehicle trailer units. In addition, the Lessee agrees to erect and maintain signage describing the environmental values of the area and proper boating rules and regulations.

6. GENERAL

- A. Neither this lease nor any right or duty of the Lessee herein shall be assigned, transferred, conveyed, delegated, or contracted without the prior written permission of the Lessor.
- B. The Lessee agrees to save, keep harmless, defend, and indemnify the Lessor and all of its officers, employees, and agents against any and all liability claims, and costs of whatever kind and nature, for injury to or death or any person or persona, and for loss or damage to any property (State or other) occurring in connection with or in any way incident to or arising out of the Lessee's occupancy, use, service, operation, or performance of work in connection with this lease. The Lessee shall be responsible for obtaining insurance for any improvements or structures located on the subject property.
- C. The Lessee acknowledges that it is an independent contractor and not an employee or agent of the Lessor.
- D. The Lessee shall have sole control of the method, hours worked, and time and manner of any performance under this lease other than as specifically provided herein. The Lessor reserves the right only to inspect the premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the lease. The Lessor assumes no responsibility for supervision or direction of the performance of the lease to be performed by the Lessee or the Lessee's employees or agents. The Lessor further agrees that it will exercise no control over the selection and dismissal of the Lessee's employees or agents.

IN WITNESS WHEREOF, the parties have signed this lease this ____ day of _____, 2013.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____
Aaron Buchholz
Northeast District Land Program Manager

State of Wisconsin)
) ss.
County of Brown)

Personally came before me this ____ day of _____, 2013, the above named Aaron Buchholz, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

WINNEBAGO COUNTY

By: _____
*

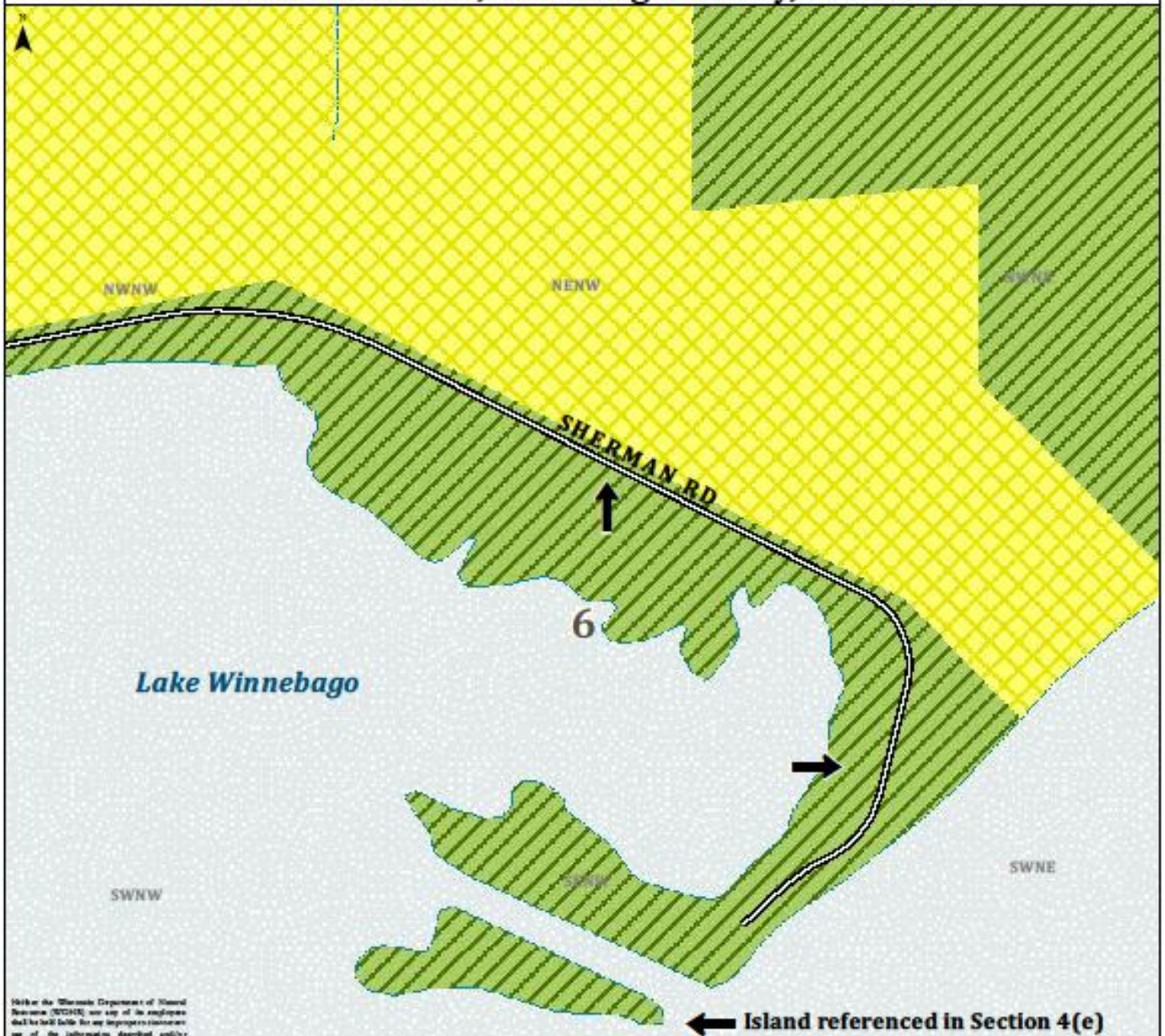
State of Wisconsin)
) ss.
County of Winnebago)

Personally came before me this _____ day of _____, 2013, the above named County Executive, Winnebago County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Winnebago County.

This instrument was drafted by:
State of Wisconsin
Department of Natural Resources.

EXHIBIT A

T.18N. R.17E., Section 6, Town of Oshkosh, Winnebago County, Wisconsin



Under the Wisconsin Department of Natural Resources (DNR), any use of its employees shall be held liable for any improper or negligent use of the information described and/or provided herein and assumes no responsibility for the use of information. Furthermore, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. The DNR provides information for the map on an "as is" basis. The DNR has made reasonable efforts to provide the accurate information, but cannot exclude the possibility of errors or omissions in source information. The map user is required to exercise reasonable use of the map information.



ASYLUM BAY ACCESS SITE

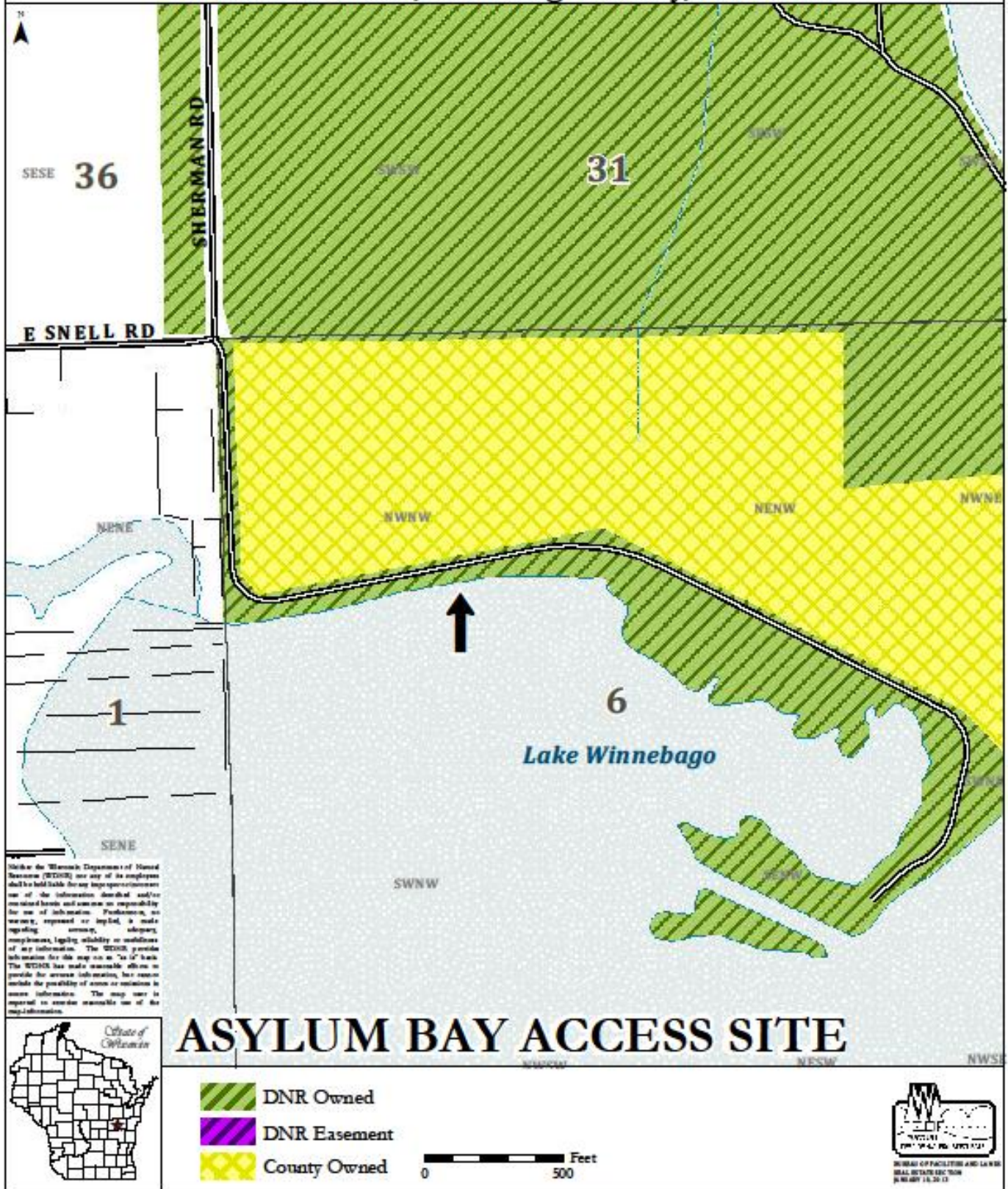
-  DNR Owned
-  DNR Easement
-  County Owned



EXHIBIT B

T.18N. R.17E., Section 6,

Town of Oshkosh, Winnebago County, Wisconsin



ASYLUM BAY ACCESS SITE