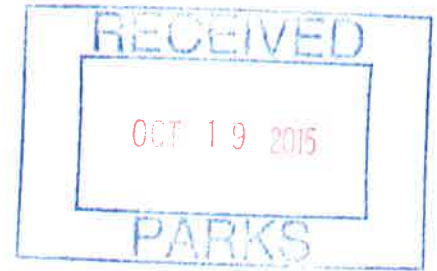




DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2550

October 14, 2015



IN REPLY REFER TO:
Real Estate Division

Robert A. Way
Director
Winnebago County Parks Department
625 East County Road Y
Suite 500
Oshkosh, Wisconsin, 54901

Dear Mr. Way:

Please reference the meeting that took place on September 22, 2015, with representatives of the Corps of Engineers regarding a lease authorizing the Corps and its contractors, to enter upon Winnebago County property to install, operate, and maintain a water level gauge with associated appurtenances at the Winnebago County Lake Butte des Morts Boat Landing located at 5316 Leonard Point Road, Omro, Wisconsin, 54963.

Attached are four copies of Department of the Army Inlease No. DACW35-5-16-3001 and a Certificate of Authority. Please sign, date, and return three (3) copies of the lease and complete and return the Certificate of Authority. The fourth copy of the lease is for your records until a fully executed copy is returned to you.

We appreciate the courtesy which has been extended to the Corps for this project, which supports the Corps' operations and flood control missions on the Fox River Federal Navigation Project, Wisconsin. If you have any questions regarding the water level gauge, you may contact James Bonetti, Chief of the Fox River Project Office, by e-mail at James.A.Bonetti@usace.army.mil or by phone at (920) 380-7103. If you have any questions about the attached lease, please contact Shawn Sanchez of the Corps' Real Estate Division by e-mail at Shawn.S.Sanchez@usace.army.mil or by phone at (313) 226-1326.

Sincerely,

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo, and Chicago Districts

Enclosures

**U.S. Government
Lease for Real Property No.
DACW35-5-16-3001**

The **LESSOR** leases to the **UNITED STATES OF AMERICA**, hereinafter called the **GOVERNMENT**, the following described premises on the terms stated herein, including the General Provisions and Exhibits attached hereto.

1. **LOCATION OF LEASED PREMISES:** The Winnebago County Lake Butte des Morts Boat Landing located at 5316 Leonard Point Road, Omro, Wisconsin, 54963.
2. **DESCRIPTION OF LEASED PREMISES:** For the installation, operation, maintenance, repair, replacement, relocation, and removal of a water level gauge with its associated appurtenances on Winnebago County Parks Department property on a portion of land approximately 2 square feet in size.
3. **TERM:** To have and to hold for a term of fifteen (15) years beginning on 26 October 2015 and ending on 25 October 2030.
4. **TERMINATION:** The Government may terminate this lease at any time by giving at least thirty (30) days written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.
5. **RENTAL:** The consideration for this lease shall be the construction, operation, and maintenance of the water level gauge station for the benefit of the general public.
6. **SERVICES AND UTILITIES TO BE PROVIDED BY LESSOR AS PART OF THE LEASE:** Not applicable.
7. **SPECIAL OR OTHER PROVISIONS:**
 - a. The Government shall have the right of ingress and egress on lands of the Lessor not described herein for the installation, maintenance, and operation of the water level gauge and associated appurtenances.
 - b. It is expressly understood that no alterations, structures, or signs shall be made upon the premises without the prior written approval of the Lessor, except as necessary to maintain the water level gauge and associated appurtenances.
 - c. Any notice under the terms of this lease, given by the Lessor, shall be in writing, and addressed to the U.S. Army Corps of Engineers, Detroit District, ATTN: Real Estate Division, 477 Michigan Avenue, Detroit, Michigan, 48226.

**WINNEBAGO COUNTY PARKS
DEPARTMENT**

**THE UNITED STATES OF
AMERICA**

(signature)

(printed name)

(title)

(date)

Victor L. Kotwicki (date)
Real Estate Contracting Officer
Detroit, Buffalo, and Chicago Districts

GENERAL PROVISIONS

1. MAINTENANCE OF PREMISES

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

2. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

3. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

4. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

5. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessors heirs, executors, administrators, successors, and assigns.

6. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. EXAMINATION OF RECORDS

(NOTE: This provision is applicable if this lease was negotiated without advertising.)

(a.) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b.) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

8. GRATUITIES TO GOVERNMENT EMPLOYEES

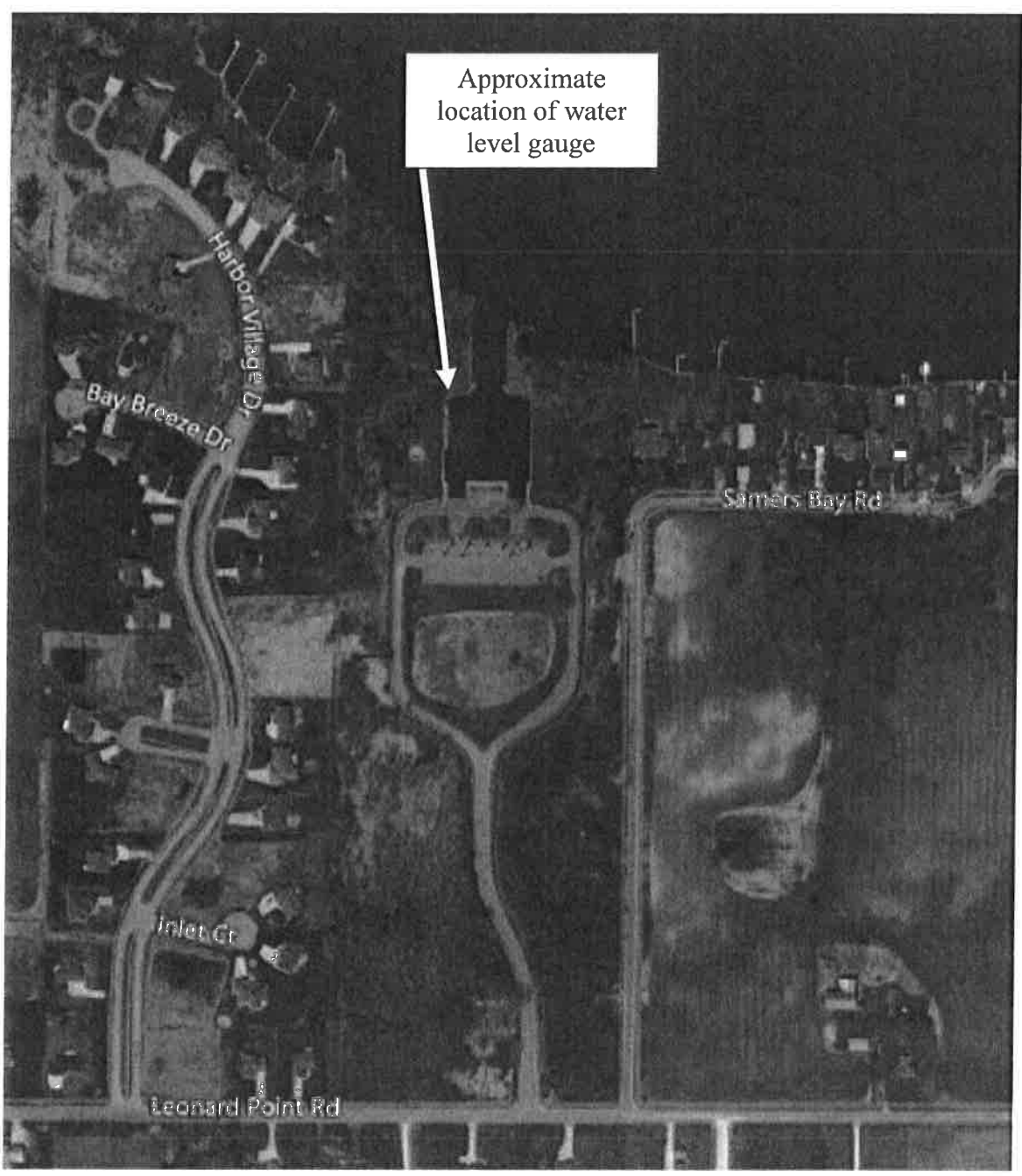
(a.) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such leases; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b.) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c.) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

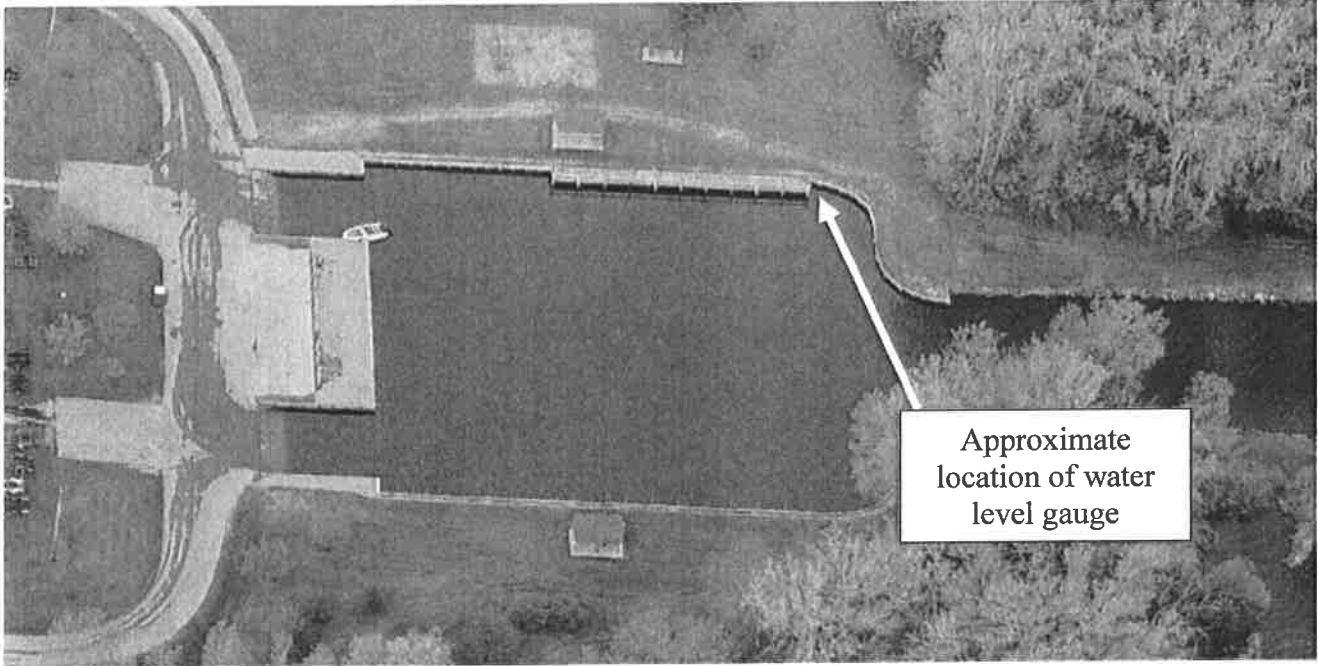
9. INSTRUCTIONS

Whenever the lease is executed by an attorney, agent, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.



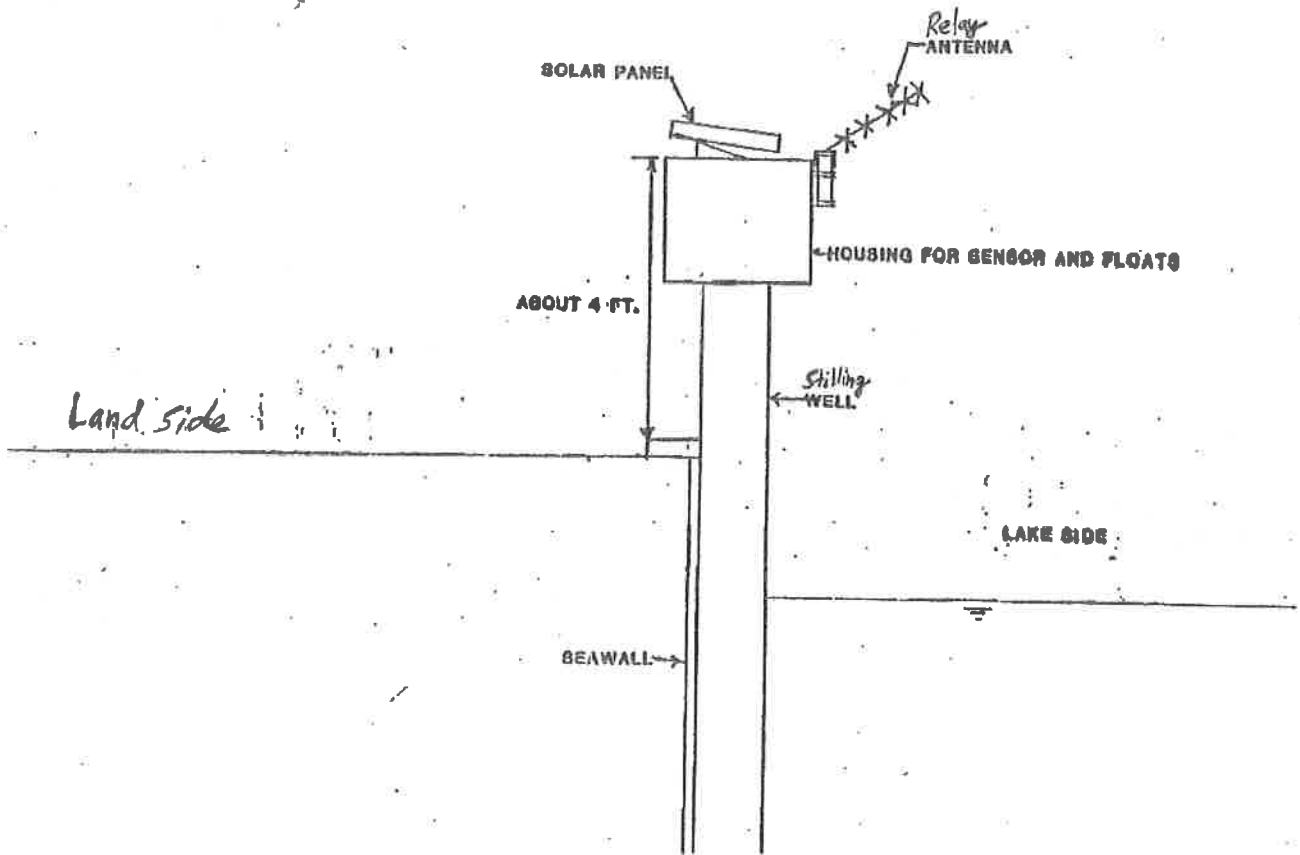
Approximate location of the water level gauge at Winnebago County's
Lake Butte des Morts Boat Landing
(Aerial view- north is facing up)

Exhibit "A"
(Sheet 1 of 4)



Approximate location of the water level gauge at Winnebago County's
Lake Butte des Morts Boat Landing
(Oblique aerial view- north is facing right)

Exhibit "A"
(Sheet 2 of 4)



Cross Section of a Typical Water Level Gauge
(Not to Scale)

Exhibit "A"
(Sheet 3 of 4)



Photo of a Typical Water Level Gauge

Exhibit "A"
(Sheet 4 of 4)

