



Fox Crossing Village Clerk's Office

2000 Municipal Drive Neenah, WI 54956-5663
Phone (920) 720-7103 Fax (920) 720-7112
www.foxcrossingwi.gov | clerk@foxcrossingwi.gov

Received

March 24, 2021

MAR 29 2021

Winnebago County Office of Corporation Counsel
Attn: Catherine Scherer
448 Algoma Blvd.
Oshkosh, WI 54901

Winnebago County
Office of Corporation Counsel

Dear Catherine,

Enclosed you will find two originals of the Winnebago County Parks Department and Village of Fox Crossing Lease Agreement which have been signed by Village President Dale Youngquist.

Please have both of these Agreements signed and mail one original back to our office for our records.

Please feel free to contact our office with any questions or concerns. Thank you very much and we look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Darla M. Fink", written in a cursive style.

Darla M. Fink
Village Clerk

Enclosures

WINNEBAGO COUNTY PARKS DEPARTMENT
AND VILLAGE OF FOX CROSSING
LEASE AGREEMENT

UPON SIGNING BY THE PARTIES, THIS LEASE becomes effective by and between the Village of Fox Crossing, 2000 Municipal Drive, Neenah WI 54956-5663, "LESSOR", and Winnebago County, 625 East County Road Y, #500, Oshkosh WI 54901, a Municipal Corporation, "LESSEE".

WHEREAS, Lessee, plans to build a dog park for the public to exercise dogs off-leash on property owned by the Lessee that is located in the Village of Fox Crossing;

WHEREAS, the new park will be named "Northern Winnebago County Dog Park" and will be herein referred to as "Park";

WHEREAS, Lessor owns property that borders the eastern border of the Park;

WHEREAS, the public can access the Park only by traversing on Lessor's property, and necessary fencing of the Park can only be built on Lessor's property;

WHEREAS, development of and access to the Park by Lessee requires use of Lessor's property;

WHEREAS, Lessor and the Lessee want to provide vehicle and pedestrian access to and a secure perimeter around the Park;

WHEREAS, the Lessor and Lessee agree that the Lessor, upon application, will issue the necessary driveway permit to Lessee to develop, construct and maintain a driveway from Ehlers Road and parking lot to provide public vehicle access to the Park;

WHEREAS, Lessor and Lessee agree that a fence must be built on Lessor's property to secure and fulfill the purpose of the Park;

WHEREAS, Lessor agrees to lease to Lessee a 1.192 parcel that borders the east property line of the Park to allow for the construction of the fence, driveway access, driveway and parking lot; and

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 (herein referred to as the "Premises") for the purpose of constructing, operating, maintaining, and repairing public access and a fence on said Premises.

1. **DESCRIPTION OF PROPERTY TO BE LEASED, OR THE PREMISES**

- A. Lessor agrees to lease to the Lessee a 1.192 parcel that borders the east property line of the Lessee-owned Park property as described and depicted in Exhibits A, B and C.

- B. A concept drawing of the approximate location of the fence, driveway access, driveway and parking lot is attached as Exhibit D.

2. TERM AND TERMINATION

- A. This lease shall commence on the ____ day of _____, 2021, and it shall terminate on the 31st day of December 2121.

During any renewal period, the Lessor or the Lessee may terminate this lease by providing 180 days written notice 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 be removed by Lessee at Lessee's expense within ninety (90) days of said notice of termination.

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

3. LESSEE'S USAGE

- A. Lessee shall develop, repair, replace, remove, construct, and maintain the Premises for public use including ingress/egress vehicle routes, parking area, lighting, trash containment/removal, fencing, gates, security system, trails/shared use paths, landscaping and grass areas, picnic tables and benches. The Lessee may also provide a portable toilet for public use.
- B. The Lessee may charge a fee to the public for the use of the Premises and the public facilities developed thereon.
- C. The Lessee shall comply with all applicable State and local regulations.
- D. The Lessee shall:
 - 1. Maintain the Premises in a neat, safe, sanitary, and useable condition.
 - 2. Remove litter and solid waste.
 - 3. Mow grass areas on a regular basis, remove invasive species whenever possible, trim trees and bushes.
 - 4. Maintain hard surface ingress/egress areas including gravel areas, parking lot and driveway, including snow plowing.
- 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 maintenance needs if necessary.

4. RESERVING UNTO THE LESSOR

- A. 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 consult with Lessor during the planning for any development and construction of any structure or fence.
- B. Any and all improvements made to the Premises shall be accessible to persons with physical disabilities very reasonable accommodations.
- C. 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.


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. Mutual indemnification.
 - i. Except as specifically identified herein, the Lessor agrees to protect, indemnify, hold harmless and defend the Lessee and the Lessee's officers, employees, agents or assigns ("Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including actual reasonable attorneys' fees, arising out of the Lessor's breach of contract.
 - ii. Except as specifically identified herein, the Lessee agrees to protect, indemnify, hold harmless and defend the Lessor and the Lessor's officers, employees, agents or assigns ("Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including actual reasonable attorneys fees, arising out of the Lessee's breach of contract.
- C. 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.

- D. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue shall be in Winnebago County.
- E. Compliance with Wisconsin Open Records Law. Lessor understands that Lessee is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), Lessee may be obligated to produce to a third party the records of the Lessor that are "produced or collected" by the Lessor under this Agreement ("Records"). Lessor is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessor acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessor is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in Lessee's determination, Lessee is required to produce the records to a third party in response to a public records request. Lessor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessor must defend and hold Lessee harmless from liability.
- F. The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

VILLAGE OF FOX CROSSING

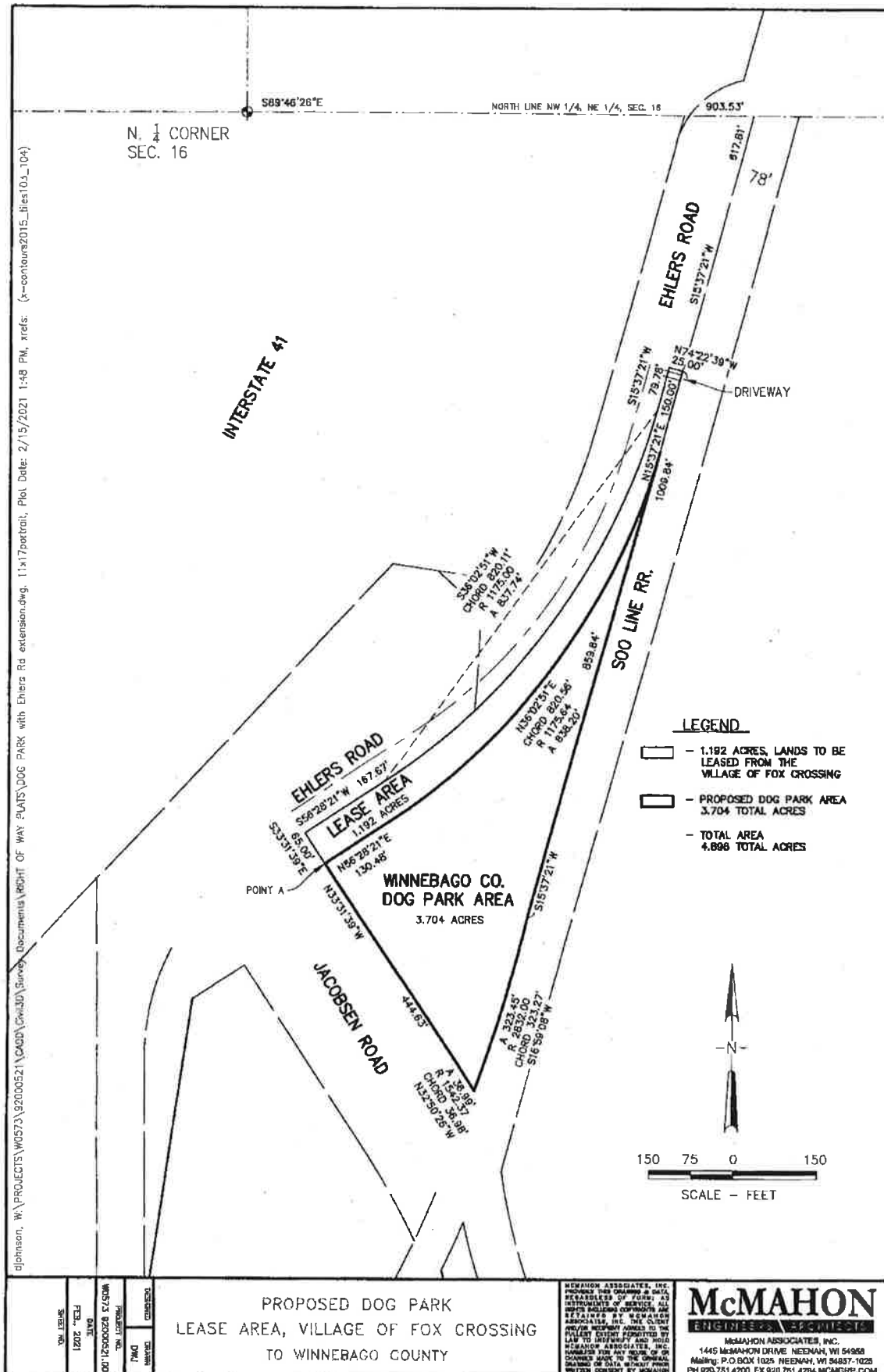
By:  Date 3/23/21
The Village of Fox Crossing PRESIDENT

WINNEBAGO COUNTY

By: _____ Date _____
Mark L. Harris
Winnebago County Executive

By: _____ Date _____
Sue Ertmer
Winnebago County Clerk

Exhibit A





DESIGNED DRAWN PROJECT NO. DATE SHEET NO.	FEB. 2021	<p>PROPOSED DOG PARK LEASE AREA, VILLAGE OF FOX CROSSING TO WINNEBAGO COUNTY</p>	<p>McMAHON ASSOCIATES, INC. ENGINEERS ARCHITECTS</p>	<p>McMAHON ASSOCIATES, INC. 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025 PH 920.751.4200 FX 920.751.4284 MCMGRP.COM</p>
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Legal Description for Winnebago County Dog Park, Village of Fox Crossing.

A part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, T20N, R17E, Village of Fox Crossing, Winnebago County, Wisconsin containing 3.70 acres and being described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 16;

Thence S89°46'26"E, 903.53 feet along the North line of the said Northeast $\frac{1}{4}$ to the Westerly right-of-way line of the Soo Line Railroad and the Easterly line of Ehlers Road (WisDOT Project STH 125 Project 3510) plan date 1935;

Thence S15°37'21"W, 617.81 feet along said Westerly right-of-way line to the point of beginning;

Thence continue S15°37'21"W, 859.84 feet along said Westerly line;

Thence 323.45 feet along the arc of a 2,832.00 foot radius curve to the right having a 323.27 foot chord bearing S16°59'08"W along the said Westerly line to the Northerly right-of-way line of CTH PP (WisDOT right-of-way Project 1122-1-21);

Thence 36.99 feet along the arc of a 1,542.37 foot radius curve to the left having a 36.98 foot chord bearing N32°50'26"W along said Northerly right-of-way line;

Thence N33°31'39"W, 444.63 feet along said Northerly line to the Easterly right-of-way of Ehlers Road a location known as Point A, (WisDOT USH 41 right-of-way Project 1122-1-21). The next two calls are along said Easterly right-of-way;

Thence N56°28'21"E, 130.48 feet;

Thence 838.20 feet along the arc of a 1,175.64 foot radius curve to the left having a 820.56 foot chord bearing N36°02'51"E to the point of beginning;

Together with Ehlers Road Lease Area from the Village of Fox Crossing to Winnebago County containing 1.192 acres of land and described as follows;

Beginning at Point A;

Thence N56°28'21"E, 130.48 feet along the Easterly right-of-way line of Ehlers Road;

Thence 838.20 feet along the arc of a 1,175.64 foot radius curve to the left having a 820.56 foot chord bearing N36°02'51"E along said Easterly right-of-way line to the Westerly right-of-way line of the Soo Line Railroad;

Thence N15°37'21"E, 150.00 feet along said Westerly right-of-way line;

Thence N74°22'39"W, 25.00 feet;

Thence S15°37'21"W, 79.78 feet;

Thence 837.74 feet along the arc of a 1175.00 foot radius curve to the right having a 820.11 foot chord bearing S36°02'51"W;

Thence S56°28'21"W, 167.67 feet to the Northerly right-of-way line of CTH PP (WisDOT right-of-way Project 1122-1-21);

Thence N33°31'39"W, 65.00 feet along the Northerly right-of-way line of CTH PP (WisDOT right-of-way Project 1122-1-21) to Point A and the Point of Beginning;

The West end of the lease parcel is intended to match the dog park area as constructed, to include a fence, driveway, parking lot and driveway accessed from Ehlers Road.

Exhibit D

