

# LEASE AGREEMENT COLUMBIA LAKE BOAT ACCESS

THIS LEASE is entered into by and between the Township of Farmington, hereinafter referred to as Town and Waupaca County, hereinafter referred to as County; and

WHEREAS, the Town and the County wish to provide adequate access to the waters of the Chain O'Lakes for public use including boating and fishing; and

WHEREAS, land now owned by the Town located in the Town of Farmington provides space for boaters and fishers seeking access to these waters of the Chain O'Lakes.

NOW THEREFORE, for and in consideration of the covenants herein set forth, the Town leases unto the County the above described property for the purpose of development and/or maintenance including constructing, operating, maintaining, repairing, removing, and replacing a public access to the above body of water which shall become a part of the Waupaca County Park system and shall be known as Columbia Lake Boat Access.

## **I. PREMISES**

T22N R11E, Town of Farmington, Waupaca County, Wisconsin  
Legal description attached

## **II. TERM AND TERMINATION**

- A. This lease shall become effective when signed by both parties and recorded and shall remain in effect for a period of 20 years commencing on \_\_\_\_\_, 2005 and may be modified or renewed upon written agreement of both parties.
- B. The County may terminate the lease with the Town by providing one hundred eighty (180) days written notice of said termination. In the event the County terminates the lease, the County shall assume compliance responsibility for any grants accepted by the County for the property and satisfy those responsibilities to the satisfaction of the grantors.
- C. The Town may terminate this lease/easement with the County in the event that:
  - 1. The County breached any term or condition of the lease and said breach remains uncorrected for a period of sixty (60) days from receipt of the Town's written notification of said breach by the County. In the event the County breached any term or condition of the lease from the Town the County shall assume compliance responsibility for any state or federal recreation grant fund assisted areas.
  - 2. The Town determined that the continued use of the premises as a public access site would be inconsistent with the management needs or objectives of the Town. In exercising its termination rights under this provision, the Town shall give the County one hundred eighty (180) days notice of termination and reimburse the County for developed improvements on the

remaining useful life values of the improvements, subject to the availability of future appropriations.

3. The Town represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this lease exists that would inhibit the ability of the County to possess and improve the property as contemplated by this lease. If, however, such prohibitive conditions are discovered, either Town shall take all steps reasonably necessary to remove such conditions or the intent of this lease agreement being frustrated, the lease shall terminate.

### **III. COUNTY'S USAGE**

- A. The County may develop, repair, replace, remove, construct, and maintain an access site for the public use including parking, piers, and walkways, for fishers, hikers, bird watchers, and other users of local public lands. The County may also develop shore fishing, sanitary, and picnic facilities. The County may regulate, in a fashion that is not inconsistent with the Town and County guidelines, uses of the area including swimming and the discharge of firearms.
- B. The County shall comply with all applicable State Statutes, NR Codes, and local regulations pertaining to navigable waters, permits, floodplain, and dam safety.
- C. The County shall comply with all State of Wisconsin Historical Society guidelines for development of the described area. When Federal funds were used to originally acquire the property, the County must comply with Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, the Endangered Species Act, and other applicable Federal legislation.
- D. The County shall maintain the area in a neat, safe, sanitary, and usable condition, remove litter and solid waste and in compliance with the standards in s. NR 1.91(8), Wis. Adm. Code. The area should be operated in a manner to achieve safety, preserve and protect property, public health and welfare.

### **IV. LIMITATIONS ON USAGE**

- A. The County shall design and maintain the public access site to meet Americans with Disabilities Act Standards.
- B. In the exercise of its rights herein, including but not limited to the operation of the property as a public access site, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, martial status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States.
- C. In connection with the performance of work under this lease, the County agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the County further agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**V. GENERAL**

- A. Neither this lease nor any right or duty of the County herein shall be assigned, transferred, conveyed, delegated, or contracted without prior written permission of the Town.
- B. The County agrees to save, keep harmless, defend, and indemnify the Town 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 persons, 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 County's occupancy, use, service, operation, or performance of work in connection with this lease, except for any liability, claim, or cost resulting from the negligent or intentional acts or omissions of the Town, its officers, employees, or agents.
- C. The County shall be responsible for obtaining insurance for any and all improvements or structures located on subject property.
- D. The County acknowledges that it is not an employee or agent of the Town.
- E. The County shall have sole control of the method of work to be performed, hours worked, and the time and manner of any performance under this lease other than specifically provided herein. The Town assumes no responsibility for supervision or direction of the performance of the lease by the County or the County's employees or agents. The Town further agrees that it will exercise no control over the selection and dismissal of the County's employees or agents.

**VI. OTHER MUTUALLY AGREED UPON CONDITIONS**

None

**AUTHORIZED SIGNATURES**

IN WITNESS WHEREOF, these individuals, as authorized representatives of their respective party's, sign and agree to the terms of this lease.

**STATE OF WISCONSIN  
COUNTY OF WAUPACA**

Dick Koeppen, Chair \_\_\_\_\_  
Authorized Representative Name (print)      Signature      Date

Mary A. Robbins, Clerk \_\_\_\_\_  
Authorized Representative Name (print)      Signature      Date

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, the above-named Waupaca County Chair, Dick Koeppen, and Waupaca County Clerk, Mary A. Robbins, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

**STATE OF WISCONSIN  
TOWN OF FARMINGTON**

Donald Fabricius, Chair \_\_\_\_\_  
Authorized Representative Name (print)      Signature      Date

Sandy Grenlie, Clerk \_\_\_\_\_  
Authorized Representative Name (print)      Signature      Date

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, the above-named Town of Farmington Chair, Donald Fabricius, and Farmington Town Clerk, Sandy Grenlie, to me known to be the person who executed the foregoing in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_