

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
LOCATED ON
UPPER MISSISSIPPI RIVER NAVIGATION PROJECT - LOCK AND DAM NO. 7
LACROSSE COUNTY, WISCONSIN

THIS LEASE is made on behalf of the **UNITED STATES OF AMERICA** (the "United States"), between the **SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Engineer District, St. Paul, hereinafter referred to as the "Lessor", and the **TOWN OF ONALASKA, WISCONSIN** hereinafter referred to as the "Lessee."

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the "Premises", for Public Park and Recreational Purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **Twenty-five (25) years**, beginning **July 1, 2014**, and ending **June 30, 2039**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **Town of Onalaska, W7052 West Second Street, Onalaska, Wisconsin 54650-9540**; and, if to the United States, to the **District Engineer, Attention: RE-M, 180 Fifth Street East, Suite 700, St. Paul, Minnesota 55101-1678**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an Operating Plan attached as **Exhibit "B"** which sets parameters for management actions and development activities to be undertaken by the Lessee and any sublessees. The Lessee shall provide a copy of any amendment to the Operating Plan before proceeding to implement any changes in the development or management of the Premises. The use and occupation of the Premises shall be subject to the general supervision and approval of the Lessor. Operating Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Operating Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the Premises shall be subject to the general supervision and approval of the District Engineer. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the Lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide any park facilities and services either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this Lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Lease. The rates and prices charged by the Lessee or its sublessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this Lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this Lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this Lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this Lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$ 1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sublessees and concessionaires under the terms of this Lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sublessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the Premises during any period for which the Lessee and/or its sublessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the District Engineer. If, however, this Lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this Lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to Federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local

laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This Lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sublessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the Lease, after notice in writing of such intent. Future requests by the Lessee to extend the Lease, expand the Premises, modify authorized activities, or assign the Lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This Lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the Lease. The Lessee and its assignees or sublessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sublessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the Project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized in writing by the District Engineer. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this Lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. A written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Contract Disputes Act of 1978, until certified as required by subparagraph b.(2) below.

(1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (I) The claim is made in good faith;
- (II) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
- (III) The amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- (I) A senior company official in charge at the Lessee's location involved; or
- (II) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

c. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

d. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

e. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph b.(2) of this clause, and executed in accordance with paragraph b.(3) of this clause.

f. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

g. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this Lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this Lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the water. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the Premises.

28. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

29. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

30. COVENANT AGAINST CONTINGENT FEES

The Lessee 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 Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition

to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

31. 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 or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the Lease be for the general benefit of such corporation or company.

32. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this Lease.

33. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. §403), or Section 404 of the Clean Water Act (33 U.S.C. §1344).

34. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver of relinquishment of the Lessor's right to the current or future performance of any such terms, covenants or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

35. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program or form.

36. NO INDIVIDUAL LIABILITY OF GOVERNMENT OFFICIALS

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee or representative of the Government, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

37. MODIFICATIONS AND CONSENTS

a. No waiver or consent with respect to this Lease shall be valid unless in writing and signed by the Parties to be bound, or by an authorized representative but only to the extent required in accordance with this Lease.

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.


c. In the event of a conflict between the specific provisions of this Lease and any other agreement, the specific provisions of this Lease shall control.

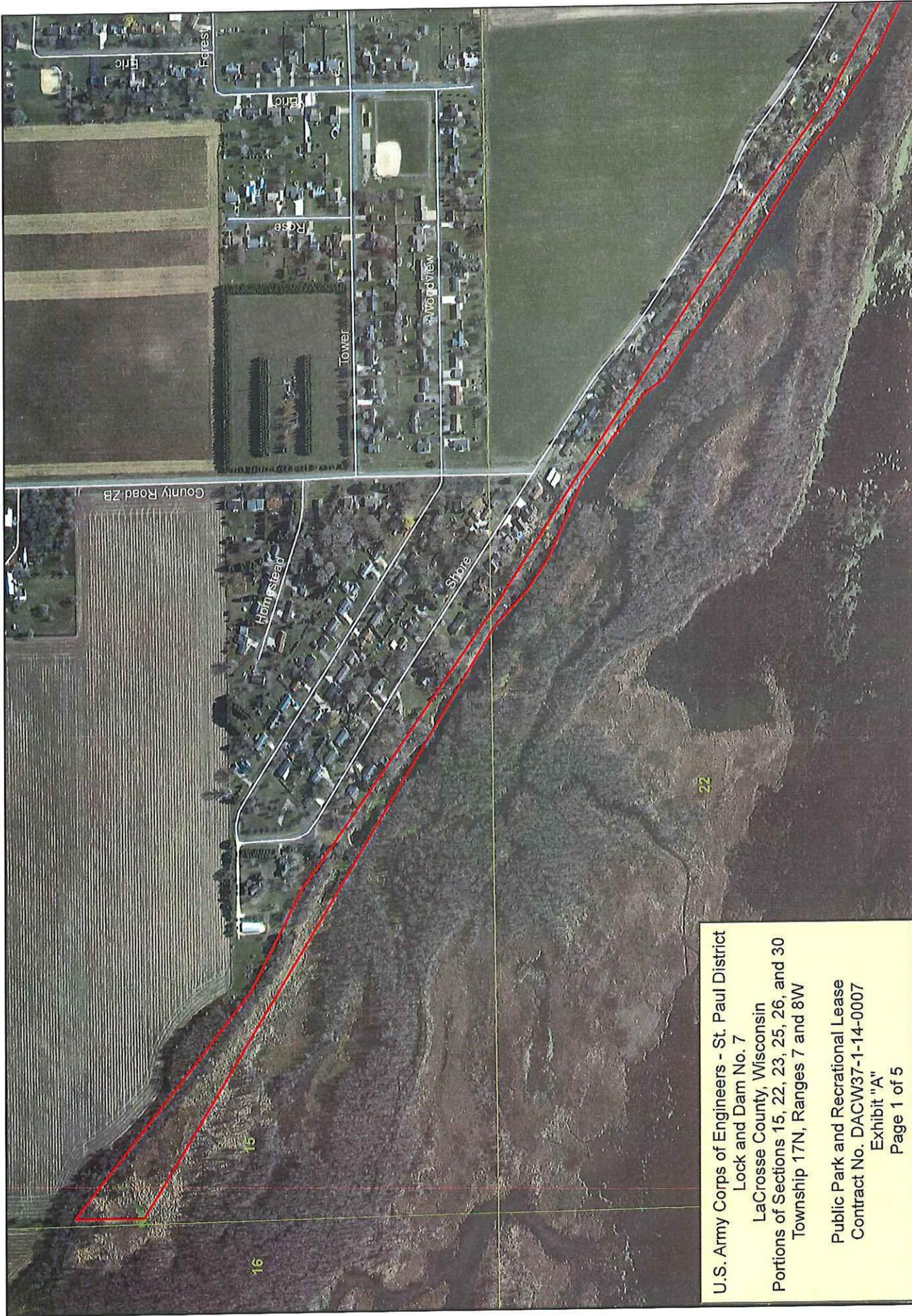
d. In the event of a conflict between the specific provisions of this Lease and any of the Lessor's rules and regulations, the specific provisions of this Lease shall control.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army
this 23 day of July, 2014.


KEVIN SOMMERLAND
Acting Chief, Real Estate Division
U.S. Army Engineer District, St. Paul

THIS LEASE is also executed by the Lessee this 14 day of July, 2014.


Rolly Bogert
Chairman, Town of Onalaska
Onalaska, Wisconsin



U.S. Army Corps of Engineers - St. Paul District
Lock and Dam No. 7
LaCrosse County, Wisconsin
Portions of Sections 15, 22, 23, 25, 26, and 30
Township 17N, Ranges 7 and 8W
Public Park and Recreational Lease
Contract No. DACW37-1-14-0007
Exhibit "A"
Page 1 of 5



The USACE Real Estate Tracts illustrated on this map are based on historic data sources. The data represents the results of data collection/processing for a specific activity and indicates the general existing conditions. As such, it is only valid for its intended use, content, and accuracy specifications. The user is responsible for the results of any application of the data other than its intended purpose.





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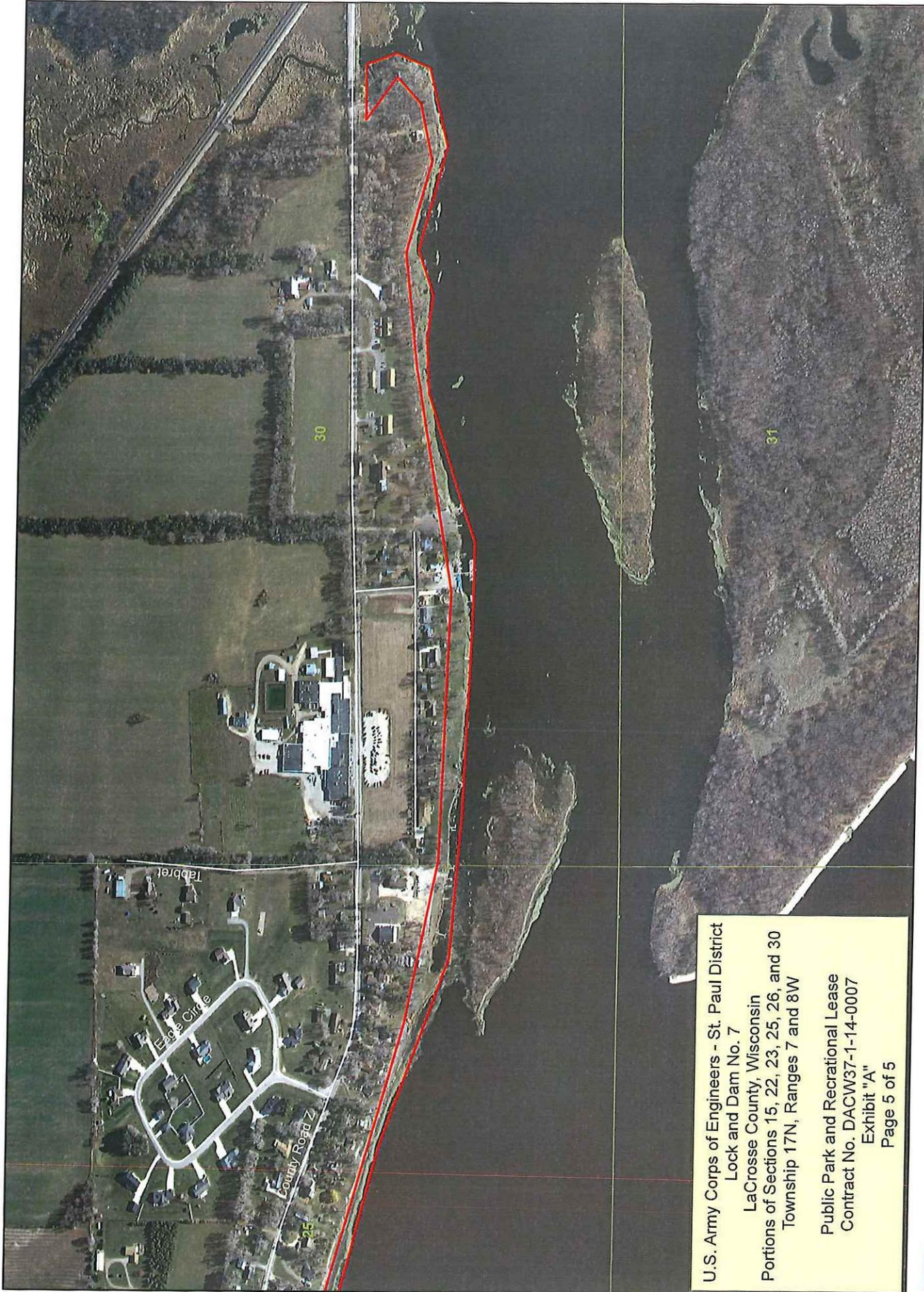


U.S. Army Corps of Engineers - St. Paul District
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 Page 3 of 5



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Town of Onalaska Operating Plan for the Lake Onalaska US Army Corps of Engineers Leased Shoreland

PURPOSE

For nearly fifty years the Town of Onalaska (Town) has for Park and Recreational purposes, leased a narrow strip of public land and adjacent barrier islands on Brice Prairie from the US Army Corps of Engineers (COE), to maintain and improve access to Lake Onalaska, the Mississippi River and its tributaries. The original lease between the Town and COE was renewed for 25 years on May 2 1990 The Town and adjacent shoreline residents have invested to improve the shore-lands through dredging, rip-rap and in places promoting native vegetation, two public boat landings, three public walk-in accesses, concession agreements (appendix B) to four adjacent tourism based businesses and dock permits to adjacent homeowners (appendix C) to maintain and improve navigable water access while protecting and conserving natural resources. The lease is administered by the Town using the adopted shoreline rules (appendix D) which were jointly developed and approved by the Town and the COE. The shoreline lease area is designated in the 2011 Upper Mississippi River Land Use Allocation Plan with two designations. Boat landings are intensive recreation and the remaining leased shoreline area is designated low density recreation.

LOCATION

The Brice Prairie Shoreline is on the north shore of Lake Onalaska in portions of Section 17 N R 6-7W on Brice Prairie in the Town of Onalaska, La Crosse County Wisconsin.

HISTORY

In the early 1960's a committee of Town residents worked to obtain a shore-land lease from the COE and secured agency permits to dredge portions of the waterway along Brice Prairie. The dredge material was placed upon the barrier island adjacent to the Brice Prairie Channel in the west area of the lease and on an island in the east area of the lease. The Fred Funk Boat Landing formerly the Upper Brice Prairie Boat Landing was developed in the late 1960's by local government and volunteers. A shore fishing area was developed in the 1980's through dredging shoreline rip-rap and providing a blacktop surfaced handicap shore fishing area. Overflow parking is available at the adjacent Town of Onalaska Swarthout Park.

The Mosey Landing was originally a town road that pre lock and dam served the area known as Rosebud Island. When Pool 7 was flooded the Town road ended at the shoreline and became a public access. When the 1989 EMP HREP project was mobilized the operations headquarters for the dredging was located adjacent to the landing. Dredging of the nearby channels and deepening of the area by the landing for staging purposes resulted in the opportunity for the Town to enhance the landing with limited parking. A small portion of land is leased from Ray Mosey for parking. This area has been blacktopped and seal coated. In 2006 the North American Squirrel Association (NASA) received approval to install a handicap accessible dock and maintain a pontoon boat to provide physically and mentally challenged people access and use of Lake Onalaska and the Mississippi River. They also donated a complete reconstruction of the two boat launch ramps. In 2012 the Town leased a half acre piece of

land for boat landing user parking purposes. The land leased is nearby the landing and adjacent to Northshore Lane.

Two rip-rap barrier island stabilization projects that lie within the current lease area have been accomplished through partnerships lead by FWS and COE. The lead agencies provided the design, administration and core funding with additional funding and in-kind contributions by the Town, Lake Onalaska Protection and Rehabilitation District (LORPD), Brice Prairie Conservation Association (BPCA) and shoreline residents. Over half of the shoreline residents have paid for installation of rip-rap on the lease area adjacent to their land. Tree planting and control of invasive species on the barrier island has been done and is ongoing by BPCA. In 1995 WDNR purchased a lake shore lot at W 8217 CTH ZB. This was developed in 1996 as a walk-in access primarily for ice fishing on the Brice Prairie Channel. Boy Scout Troop 21 provides mowing and trimming of this walk-in access. River management agencies, law enforcement and first responders use the Mosey and Fred Funk boat landings to fulfill their mission.

ADMINISTRATION

Based on the current lease and the adopted shoreline rules and through regular contact with La Crescent COE office the Town of Onalaska issues dock, boatlift, step and storage box permits to adjacent home owners. The Town also issues concessions agreements to the four tourism business that operate on private land zoned commercial and use the directly adjacent lease area to provide customers with access to the adjacent waterway. Concession agreements are accomplished yearly and filed with COE La Crescent office. Dock permits are issued for three years. Fees charged for the dock permits are currently \$15 a year or \$45 for a three year permit. Permits are not transferable and new owners must to apply for a new permit to maintain a dock. Concession fees are set yearly in consultation with the COE La Crescent office. A shoreline committee is appointed by the Town to advise the Town Board on policy and operation matters (AppendixA).

OPERATION AND MAINTENANCE

The Town crew provides ongoing upkeep and repair for the two boat landings. The Town crew has a variety of equipment which is listed in (Appendix H). The Town provides large item disposal for the annual river cleanup conducted out of the Fred Funk Landing.

The Town contracts for the following services for the boat landings:

Portable handicap toilets are provided year round through a licensed contractor. Toilets are pumped and maintained weekly.

Weekly garbage pickup is provided by a licensed contractor.

The paved blacktop parking and ramp approaches are seal coated as needed by a licensed road maintenance contractor.

Each of the two boat landings provide handicap shore fishing opportunities.

No potable water is provided in the lease area.

DEVELOPMENT NEEDS

The two boat launch ramps at the Fred Funk Boat Landing are deteriorating and are scheduled to be replaced. A grant application for replacement of the two ramps to the Wisconsin Recreational Boating Facilities Program is in process. Temporary repairs have been completed by the Town crew to provide temporarily usable launch facilities.

PUBLIC USE

Both boat landings are heavily used through the entire year. The Mosey landing is used to access the EMP dredge channels for fishing in all seasons as well as open water access to the Mississippi River. The landing provides access to the east side of Lake Onalaska for waterfowl hunting in fall. The Fred Funk Boat Landing is used by boaters, hunters, trappers and anglers throughout the year. It is the main access to Pool 7 for waterfowl hunters. The walk-in access facilities are used primarily during the fall and winter for waterfowl hunting and ice fishing. There is active shore fishing in a variety of locations in the lease area depending on the season.

List of attachments in support of the Operating Plan

Appendix A Town of Onalaska Shoreline Lease Resolution Shoreline Advisory Committee

Appendix B Concession Agreement Form

Appendix C Dock Permit Form with transmittal letter

Appendix D Shoreline Rules and Map

Appendix E List of permittees

Appendix F Boat Landing Insurance

Appendix G Budget for Shoreland Purposes

Appendix H Equipment List

Appendix I Personnel List

Appendix J Insurance

Appendix A

Town of Onalaska Resolution #070120041

Whereas: The Town of Onalaska did on May 2 1990 enter into a lease from the US Army Corps of Engineers for the Brice Prairie Area of Shoreline on Lake Onalaska owned by the Federal Government.

Whereas: The official rules agreed upon by the Corps and the Town of Onalaska provide for the Town to administer a permit program for docks, steps, boatlifts and a small storage box and to charge fees for such permits.

Whereas: The Town may also administer a concessionaire lease with four existing recreation based businesses and charge fees in accordance with Corps guidelines for recreation business operations on lease land.

Whereas: The lease land is open to public access and the consideration for the ongoing lease is public benefit, and a portion of such benefit is provided through Town operation and maintenance of the Mosey and Upper Brice Prairie public boat landings

Now Therefore be it Resolved: That the Town of Onalaska by Action of the Town Board on July 1, 2004 does hereby create the Town of Onalaska Shoreline Advisory Committee to provide day to day administration of the lease and advise the Town Board on actions necessary to comply with the lease terms and conditions.

Be it further resolved that the Purpose, Makeup, Function and administrative conditions shall be as follows:

Purpose of the Committee: Advise the Town Board regarding regulation, management and use of the public land area leased by the Town from the US Army Corps of Engineers (COE). Work with the Town secretary to carryout official administrative functions related to the COE lease and shoreline rules. Be a resource to Town residents regarding the shoreline lease area.

Makeup of the Committee: 5 members appointed by the Town Board (one town board member, four residents of the town with knowledge and interest related to the land area leased by the Town from the COE). Resource persons from involved management agencies COE, FWS, DNR would be advisory to the Committee as needed.

Function of the Committee: Gather information regarding the use, regulation and management of the lease area and advise the Town on: lease

requirements, rules derived from the lease, yearly permit fees for facilities allowed under the lease to residential property owners directly adjacent to the lease area and four existing commercial concession agreements, operation and maintenance of public boat landings and public walk-in access to the lease area. Carryout administration of the lease requirements using Town secretarial resources. The Committee can set its own structure, meeting format, and schedule to operate under the Wisconsin Open Meeting and Records Laws.

Lease Area Permit and Concession Fees: Should be used for direct administrative cost for shoreline permits, concession agreements and regular yearly costs for portable toilets for the two boat landings.

Permit and Concession Agreements: Must be on forms approved under the COE lease agreement and signed by an authorized Town Board Member usually the Town Board Chair. The Chair should consider and utilize the advice provided by the committee in official actions to approve, deny or modify individual permits and concession agreements.

Lease correspondence with COE: Documentation requested by COE of Town functions related to the lease shall be the responsibility of the Town Shoreline Committee utilizing Town secretarial resources.

Dated this first day of July, 2004.

*Signed by Dave Gramling, Town Chair.
Attested to by Sue Schultz, Town Clerk.*

Appendix B

Exhibit "B"

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this first day of January, _____, by and between Town of Onalaska, La Crosse County, Wisconsin, by the Chairman and Clerk of the Town of Onalaska Board, Party of the first part, hereinafter referred to as the Town of Onalaska, and an individual, trading and operating under the name of _____ of the County of La Crosse, and State of Wisconsin, Party of the second part, hereinafter referred to as the concessionaire:

WITNESSETH:

WHEREAS, the Town of Onalaska, pursuant to the terms and conditions of a written lease agreement dated 15 March 1990, hereinafter referred to as the "Principal Agreement", has been granted a lease by direction of the Assistant Secretary of the Army of the United States of American to use, occupy and develop for recreational purposes, certain land and water areas under the primary jurisdiction of the Department of the Army in the County of Lacrosse, Wisconsin, within which area the premises hereinafter described are located, all of which area is under the immediate jurisdiction of the District Engineer, Corps of Engineers, U.S. Army, St Paul, Minnesota, as representative of the Secretary of the Army; and

WHEREAS, _____ the concessionaire, desires to obtain certain concession rights and privileges within said area;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I The Town of Onalaska does hereby grant to the Concessionaire the right, privilege and lease to occupy, for the purpose hereinafter specified, the following described premises for the term of one year(s) beginning January 1, _____ and ending December 31, _____.

AREA DESCRIPTION:

As shown on attached map

Or sketch attached hereto

Together with the concession, license and permission to conduct upon said described areas the following activities:

- a. Sale of food and refreshments
- b. Rental of rowboats (with or without motors)
- c. Sale of bait and fishing supplies
- d. Installation of a well for water and construction of a fishing dock.
- e. Such other activities or facilities as are approved by the Town of Onalaska and the District Engineer

ACTIVITIES:

The operation of the above mentioned activities to be initiated by the said Concessionaire in a manner satisfactory to the Town of Onalaska and the District Engineer, Corps of Engineers, U.S. Army, having jurisdiction of the area, within one day from and after the date of this Agreement. THIS CONCESSION AGREEMENT, and all rights, privileges and concessions herein set forth, is granted subject to the following provisions and conditions:

1. That the Concessionaire shall pay to the Town of Onalaska the sum of _____ per hear as and for consideration for the use and occupancy of the areas herein described, said payment to be made separate from taxes in advance, on or before May 1, _____ of each and every year this agreement shall remain in force, the first payment to be made on the date of the execution of this agreement
- 2 That the concessionaire shall have the right, during the term of this Agreement to erect buildings, structures, provide equipment, facilities and such other structures as may be necessary or convenient to the enjoyment and operation of the privileges herein granted upon the premises herein described, which buildings, structures and equipment shall be and remain the property of the Concessionaire and may be removed therefrom by the Concessionaire, except as otherwise provided in Condition No. 15 hereof; provided, that no building, structure or other facility may be erected or altered upon said premises unless and until the design and proposed location or alteration thereof shall have been approved in writing by the Town of Onalaska and the District Engineer.
3. The Concessionaire shall furnish at his (its) own expense all materials, equipment and supplies necessary for the proper operation of the concession rights and privileges herein granted
4. The Concessionaire shall procure all necessary permits and licenses, and shall obey and abide by all applicable laws, regulations, ordinances and other rules and regulations of the United States and of the State, and Town of Onalaska, and of the District Engineer, it being understood that the rights herein granted shall be at all times subject to the conditions set forth in the "Principal Agreement" dated 19 May 1965 between the Town of Onalaska and the United States of America.
5. The prices to be charged by the Concessionaire shall be subject to the approval of the Township and the District Engineer, and a schedule of such prices shall be submitted to the Town of Onalaska and the District Engineer for prior approval. The

Concessionaire shall keep posted at all times in a conspicuous place on the premises, a schedule of such prices, and shall keep a complete and accurate account of receipts and disbursements, which shall be subject to inspection and audit at any time by the Town of Onalaska and the District Engineer, who shall have the right to require the maintenance of such additional records, as they may deem necessary to adequately reflect the financial operations.

6 The Town of Onalaska may from time to time order changes in the sale price, or the price of any service rendered, in connection with any of the concessions herein granted provided that nothing in this agreement shall require the Concessionaire to sell merchandise or furnish services at a loss. The Concessionaire shall not increase or reduce the approved posted prices for any item of merchandise, food, or any service sold or rendered under this agreement, without the consent of the Town of Onalaska and the said District Engineer.

7. That the concessionaire shall install and maintain such toilet facilities and facilities for disposal of waste as may be deemed adequate and as are approved by the Town of Onalaska and the said District Engineer

8 That the Concessionaire shall not sell, store, or dispense, or permit the sale, storage or dispensing of any alcoholic beverages on the premises covered by this agreement, or permit on said premises any gambling or games of chance, or install and operate, or permit to be installed or operated, any device, or conduct any activities thereon which in the opinion of the Town of Onalaska and the said District Engineer are contrary to good morals or are otherwise objectionable

9. The Concessionaire shall keep the above described premises and any buildings or other facilities erected or constructed thereon by him in a neat, orderly and sanitary condition, and all filth or other refuse must be immediately disposed of in garbage cans having metal covers. All empty boxes and bottles, ice cream packing cases, cans, or other containers of any kind must be promptly removed from the premises of the Concessionaire and not left or allowed to remain on the ground in the vicinity of any building, stand or other facility. No refuse or liquid of any kind shall be disposed of by dumping on the premises or into the lake.

10. The Concessionaire shall procure and maintain such workmen's compensation, public liability, products' liability, protective liability, property liability, and such other insurance as will furnish reasonable protection against claims which may arise from operations under this agreement, whether such operations be by the Concessionaire or others whose services are engaged by the Concessionaire, or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Town of Onalaska and shall be subject to the approval of that organization for adequacy of protection. Provisions shall be made for ten days' advance written notice by registered mail to the Town of Onalaska of changes in or cancellation of any such insurance.

11 The Concessionaire agrees to indemnify and save harmless the Town of Onalaska and the United States for all costs, expenses, or liability resulting from claims arising out of or incident to the operation of any of the activities or the exercise of any of the privileges herein granted.

12 That any property of the Town of Onalaska or of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Concessionaire to the satisfaction of the Town of Onalaska and/or the District Engineer

13 This agreement may be terminated by the Concessionaire at any time by giving the Town of Onalaska at least thirty (30) days notice in writing.

14. This agreement may be terminated by the Town of Onalaska in the event the Concessionaire violates any of the terms and conditions herein set forth, or made a part thereof by reference to the Principal Agreement, and persists in continuing such violation for a period of ten (10) days after receipt of written notice from the Town of Onalaska.

15. That upon the relinquishment or termination of this agreement as herein provide for the Concessionaire shall vacate all areas and/or premises above described, and at the option of the District Engineer, remove any and all buildings, structures and/or other facilities therefore within sixty (60) days from and after the date of such relinquishment or termination (unless arrangements for the transfer of ownership of said buildings, structures, and/or facilities to the Town of Onalaska or to a successor concessionaire, satisfactory to the Town of Onalaska and the District Engineer have been previously made) In the event of the failure of the Concessionaire to remove any of the said buildings, structures, facilities or property from the premises, or to secure the approval of the transfer of title to the same from the Town of Onalaska within the time aforesaid, any and all property remaining on the premises after the expiration of the removal period shall, at the option of the Town of Onalaska become the property of the Town of Onalaska

16 That the Concessionaire shall neither assign nor transfer any of the privileges herein granted, or any interest or license whatsoever in connection therewith, without permission in writing from the Town of Onalaska and the District Engineer.

17. No attempt shall be made by the Concessionaire or any of their employees to forbid the full and free use by the public of the water area of the reservoir

18. The Concessionaire, in his operations under this agreement, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

19. It is further agreed

ARTICLE II. This contract shall be subject to the written approval of the District Engineer and shall not be binding until so approved.

ARTICLE III The term "District Engineer" as used herein shall mean "The District Engineer, St. Paul District, Corps of Engineers, ST. Paul, Minnesota, his duly authorized representative, or his duly appointed successor "

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written

TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN

By: _____
Chairman

ATTEST: _____
Clerk

Approved this _____ day of _____, 20____

Appendix C

Exhibit "B"

TOWN OF ONALASKA

W7052 SECOND ST.
ONALASKA, WI 54650

TELEPHONE (608) 783-4958
FAX (608) 779-9605

Wednesday, March 23, 2011

TO: Town of Onalaska Lakeshore Residents
FROM: Town Shoreline Committee

RE: Time to Renew Dock Permits

It is time again to renew Lake Onalaska dock permits. Private individual permits for docks, boatlifts, and other allowed structures should now be applied for using the attached form. Please follow the instructions for completing the permit application. Allowed structures include one dock, one boatlift, steps or stairs and a small storage box. This permit applies to the federal property leased by the Town. All docks, steps and boatlifts must be in good repair. Permits will not be issued for damaged or unrepaired structures.

Work such as riprap, below the ordinary high water mark, requires state and federal approval. For work above the ordinary high water mark, County approval is usually necessary. In all cases approval must be obtained before construction begins.

Electrical installations must be weatherproof, equipped with quick disconnect fittings above the flood pool and meet the National Electrical Code (NEC) and state and local codes and regulations.

Individual permits run for three years. The fee is \$45.00 for a three-year permit. A clear and accurate location sketch or photograph of the dock, boatlift, steps or box must accompany the permit application.

The permit application and shoreline rules are enclosed. A permit is required for you to legally maintain a private dock or other structure on the Federal property. Read the rules carefully. Remember these rules apply to the Federal property only; therefore it is important to know where your lot lines are. A copy of an informative brochure entitled Lake Onalaska Shoreland Use Guide is also included for your information. The brochure contains telephone numbers for local, state and federal offices.

If you are unsure about the provisions of the permit or the shoreline rules, please call the Town Hall 783-4958 during regular business hours: Monday, Tuesday, Wednesday, and Friday 8 a.m. to 5 p.m.

After the permit is approved a copy will be returned for your records and copy will be kept on file at the Town Hall.

TOWN OF ONALASKA

W7052 SECOND ST.
ONALASKA, WI 54650

TELEPHONE (608) 783-4958
FAX (608) 779-9605

INSTRUCTIONS FOR SUBMITTING TOWN OF ONALASKA DOCK AND STRUCTURE PERMIT

1. Fill in owner or owners name on the first blank line of the permit. Please print.
2. Fill in the type of structure or dock that the permit is for. **A sketch or photograph of the dock or structure on the property needs to be submitted. Give the dimensions of the dock or structure and its location on the shoreline.**
3. At the bottom of the permit, sign your name, date the permit and print your name
4. Fill in complete address and phone number
5. Mail the permit and sketch/photograph with a self-addressed stamped envelope along with \$45.00 payable to Town of Onalaska.
6. A copy of the permit will be mailed back to you.
7. Any questions, call the Town hall 783-4958 during regular business hours: Monday, Tuesday, Wednesday or Friday 8a.m. to 5p.m.

THREE YEAR SHORELAND USE PERMIT FOR A DOCK, BOATLIFT OR STAIRS

The Town of Onalaska, La Crosse County, Wisconsin

For the sum of \$15.00 per year, payable in advance, hereby grants to _____
beginning January 1, 2011, a revocable permit, to construct and maintain a _____
_____ on the Lake Onalaska shoreline. A sketch or photograph of the
dock, steps or storage box is attached _____

This permit shall expire three years from the beginning date unless sooner revoked and is subject to the following conditions.

1. Any items of the property placed upon the said premises under authority of this permit shall be removed upon demand of the Town Of Onalaska, and in the event of failure or refusal to remove within thirty (30) days, the Town Of Onalaska may remove or cause the same to be removed without liability to the permittor and the cost of such removal shall be borne by the permittee.
2. The exercise of the privileges hereby granted shall be without cost or expense to the Town of Onalaska, under the general supervision of and subject to the approval of the permittor and subject also to such regulations as the permittor may prescribe.
3. The permittee shall hold the Town Of Onalaska, its officers, agents and employees harmless from any and all claims of any nature whatsoever arising from or out of the performance of the acts authorized by this permit.
4. The permittee shall not occupy or use said premises as a dwelling for permanent or temporary living quarters or for commercial purposes. The cutting of trees on said premises shall be consistent with the adopted shoreline regulations and any structure of any type built on leased land shall be authorized by the Town of Onalaska
5. It is understood by the parties hereto that the permit does not convey any property rights either in real estate or material, or any other exclusive privilege
6. This permit may be terminated by the permittee at any time by giving to the Town of Onalaska a ten (10) days notice in writing; provided that, in case of termination, no refund by the permittor of any sum theretofore paid shall be made.
7. This permit is not transferable
8. The provisions of this permit may be amended or changed by the Town of Onalaska giving the permittee a ten (10) day notice in writing
9. The permittee hereby agrees to comply with the Shoreline Guidelines, which have been adopted and approved by the Town Of Onalaska and the U.S. Army Corps of Engineers

DATE _____ 2011

SIGN NAME _____

PRINT NAME _____

ADDRESS OF PROPERTY: _____

PHONE NUMBER: _____

This permit is accepted and executed this _____ day of _____, 2011

Town of Onalaska, La Crosse County, Wisconsin by _____

PLEASE PROVIDE A SKETCH/PHOTOGRAPH OF YOUR DOCK, BOATLIFT, STEPS OR STORAGE BOX.

Appendix D

Exhibit "B"

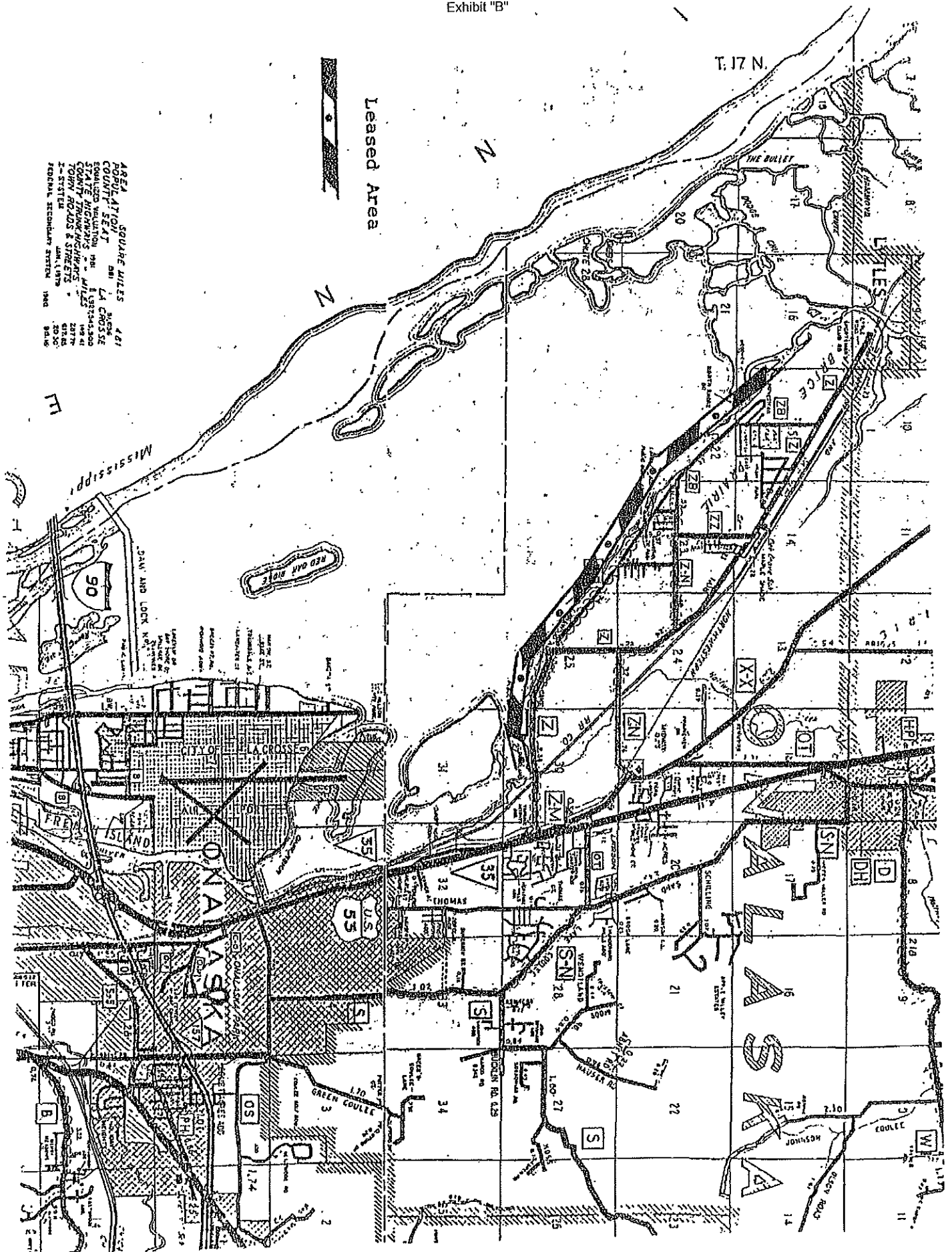
The following guidelines have been agreed upon between the Town of Onalaska, La Crosse County, Wisconsin and the U. S. Corps of Engineers. If these guidelines are not met or are abused, the Town of Onalaska's lease and the property owner's privileges could, when said lease expires, not be renewed

GUIDELINES FOR THE USE OF GOVERNMENT LAND- LEASED BY THE TOWN OF ONALASKA MISSISSIPPI RIVER POOL 7

1. The government-owned shoreline is open to the general public for such uses as walking, bank fishing and temporary boat mooring. A permit for fires must be obtained from a Town of Onalaska fire marshall.
2. The government encourages the planting of native trees and shrubs on government-owned land for the purpose of bank stabilization and prevention of erosion provided these plantings do not form a barrier to public access or interfere with the surveying of the government property line
3. No live trees may be removed from government property, however, special consideration will be given to requests for removal of live trees which could endanger private property. No live trees may be removed from the dike.
4. Live trees and underbrush may be trimmed to permit a view of the water and dead trees may be removed from the government property, however, prior approval is required from the Town Board of Onalaska. Trimming of trees on the dike will be permitted on a limited basis only. The tree roots serve to hold the dike in place and prevent erosion.
5. The government encourages the retention of native vegetation cover on the shoreline to enhance wildlife values.
6. No private fencing is allowed on government property.
7. The discharge of sewage or other pollutants into the water is prohibited. No storage of garbage or unsightly materials is permitted on government property.
8. A permit from the Onalaska Town Board is required to construct or place temporary non-commercial structures such as a dock, a boat lift, and one small storage shed. The storage shed shall not exceed 50 square feet in floor area and 6 feet in height. NO boathouses. The Town Board will issue permits and will determine the Permit fee, the length of the lease and the length of the dock.
9. Commercial activities, such as rental of boats, sale of bait or refreshments, must be approved and be covered by a written concession agreement from the U.S. Army Corps of Engineers and the Onalaska Town Board. Construction or placement of concession facilities must have prior approval from the Onalaska Town Board and the Corps of Engineers.
10. It is illegal to move or deface refuge signs.
11. Construction of retaining walls for the purpose of erosion control on government property, which are entirely above the ordinary high water mark, requires permission from the Onalaska Town Board, who in turn is required to have written permission from the U.S. Army Corps of Engineers. Retaining walls and fill to level out yards or to increase the size of yards will not be permitted.
12. Construction of retaining walls or other excavation of government property which is below the ordinary high water mark requires the approval of the Onalaska Town Board, the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service and Wisconsin Department of Natural Resources. In order to gain approval shoreline protection should be simple in nature, such as riprap, and will not impart the appearance of private ownership.
13. Each individual is responsible to see that he is in compliance with all La Crosse County and Town of Onalaska ordinances.
14. In order to obtain approval for actions referred to above, please contact the Town of Onalaska.

**Removal of aquatic vegetation is allowed in an area not to exceed 50 square yards, immediately adjacent to the permitted structure. This vegetation must be cut mechanically, may not be chemically controlled, and may not be disposed of in the water or on the shoreline; but must be taken to an upland site for disposal.

May 19, 1982



Appendix E

Exhibit "B"

1

<u>NAME</u>	<u>ADDRESS</u>
WILLIAMS ADAMS	W7661 COUNTY ROAD ZB ONALASKA, WI 54650
RONALD AMANN	1251 CLIFFWOOD LN LA CROSSE, WI 54601
DAVID ARNESON	W7849 COUNTY ROAD ZB ONALASKA, WI 54650
JAMES AUER	310 HILL STREET/APT 6 HARTLAND, WI 53029
DANIEL BALDUZZI	515 MAIN ST HOLMEN, WI 54636
DONALD BECHTEL	721 JACQUELN DR WEST BARABOO, WI 53913-1023
KATHIE BECKMANN	W7251 NORTHSORE LN ONALASKA, WI 54650
RANDALL BEERS	W8005 COUNTY RD ZB ONALASKA, WI 54650
CARL BEHRINGER	W7751 COUNTY ROAD ZB ONALASKA, WI 54650
BRUCE BENNETT	W7641 COUNTY ROAD ZB ONALASKA, WI 54650
LAUREL BENSON	W7231 NORTHSORE LN ONALASKA, WI 54650
MICHAEL BERKLEY	W7427 COUNTY ROAD ONALASKA, WI 54650
DONOVAN BERZINSKI	1223 WILSON AVE ARCADIA, WI 54612
ELVERA BETHKE	W7651 COUNTY ROAD ZB ONALASKA, WI 54650
GORDON BORNITZ	W7343 COUNTY ROAD Z ONALASKA, WI 54650
C/O BOSSHARD BOGS	RR 2 BOX 345A TOMAH, WI 54660
GREGG BRAJDIC	W7601 COUNTY ROAD ZB ONALASKA, WI 54650
RUSSELL BRINKMAN	W8087 COUNTY ROAD ZB ONALASKA, WI 54650

MARGARET BUCHNER KANG	1214 FERRY ST LA CROSSE, WI 54601
VERONICA BURKE	W8349 NORTHSORE DR ONALASKA, WI 54650
JAMES BUTLER	5213 BLAZINGSTAR LN FITCHBURG, WI 53711
LLOYD CAMBELL	W8309 COUNTY ROAD ZB ONALASKA, WI 54650
JAY CARLEY	W7627 COUNTY ROAD ZB ONALASKA, WI 54650
TERRY CARLSON	W8029 COUNTY ROAD ZB ONALASKA, WI 54650
WILLIAM CARSKADON	1712 OHLSUN CT LA CROSSE, WI 54650
ANTHONY CHRISTNOVICH	W7905 COUNTY ROAD ZB ONALASKA, WI 54650
CLAUDIA LEIGHTON	W7963 COUNTY ROAD ZB ONALASKA, WI 54650
SCOTT CORTOPASSI	W7225 NORTHSORE LN ONALASKA, WI 54650
ROBERT COTTRELL	W7469 COUNTY ROAD Z ONALASKA, WI 54650
VIRGINIA DALE	W7132 COUNTY ROAD Z ONALASKA, WI 54650
ALAN DAUS	W7975 COUNTY ROAD ZB ONALASKA, WI 54650
DAVE DEBOER	W7927 COUNTY ROAD ZB ONALASKA, WI 54650
JOSEPH DEVINE	W7421 COUNTY ROAD Z ONALASKA, WI 54650
TED DEWALD	W7931 COUNTY ROAD ZB ONALASKA, WI 54650
SHERRI DIAMON MARK RISTUBEN	W8245 COUNTY ROAD ZB ONALASKA, WI 54650
MICHAEL DVORAK	W7461 COUNTY ROAD Z ONALASKA, WI 54650

TONY CHRISTNOVICH	W7221 NORTHSORE LANE ONALASKA, WI 54650	concession agreement
JAMES EGGEN	W7633 COUNTY ROAD ZB ONALASKA, WI 54650	
RONALD ELSER	W8153 COUNTY ROAD ZB ONALASKA, WI 54650	
DALE EMERY	W8197 COUNTY ROAD ZB ONALASKA, WI 54650	
DALE EMERY (2 nd dock)	W8191 COUNTY ROAD ZB ONALASKA, WI 54650	
GLENN ESTERDAY	314 KNOLL DR N ROCHELLE, IL 61068	
GARY FISCHER	577 BRAUND ST ONALASKA, WI 54650	
DENNIS FISHBAUGHER	W8035 COUNTY ROAD ZB ONALASKA, WI 54650	
DEONNE FLYNN	224 9TH ST S LA CROSSE, WI 54601	
DAVID FONGER	W8314 NORTHSORE DR ONALASKA, WI 54650	
JAMES FRANK	W7329 NORTHSORE DR ONALASKA, WI 54650	
MICHAEL FREISINGER	W7931 COUNTY ROAD Z ONALASKA, WI 54650	
DEAN FRENCH	W8123 COUNTY ROAD ZB ONALASKA, WI 54650	
DONALD GERDES	W7759 COUNTY ROAD ZB ONALASKA, WI 54650	
LACINDA GERKE	1005 CLIFFWOOD LANE LA CROSSE, WI 54601	
JOHN GILBERTSON	W7999 COUNTY ROAD ZB ONALASKA, WI 54650	
GLEN GRAN	W8287 COUNTY ROAD ZB ONALASKA, WI 54650	
RAYMOND GRANDT	W7215 NORTHSORE LN ONALASKA, WI 54650	

SNORRE GRONBECK	462 BERWYN DR MADISON, WI 53711	
CAROL GUNDERSEN	W7655 COUNTY ROAD ZB ONALASKA, WI 54650	
JAMES GUTOSKI	W7623 COUNTY ROAD ZB ONALASKA, WI 54650	
MATTHEW HACKNER	W7825 NORTSHORE DR ONALASKA, WI 54650	
ROBERT HACKNER JR	W7359 COUNTY ROAD Z ONALASKA, WI 54650	
LUKE HALE	W8205 COUNTY ROAD ZB ONALASKA, WI 54650	
ROLF HANSON	W7723 COUNTY ROAD ZB ONALASKA, WI 54650	
SCOTT HAPPEL	W8163 COUNTY ROAD ZB ONALASKA, WI 54650	
META HARTIG	W7775 COUNTY ROAD ZB ONALASKA, WI 54650	
NORDAHL HAUGEN	W8237 COUNTY ROAD ZB ONALASKA, WI 54650	
WILLIAM HAWKINS	16 GREEN HILL DRIVE SIMPSONVILLE, SC 29681	
JOHN HENGSTL	2528 15TH ST S LA CROSSE, WI 54601	
JAMES HEWITT	W8009 COUNTY ROAD ZB ONALASKA, WI 54650	
MARGARET HICKEY	W8175 COUNTY ROAD ZB ONALASKA, WI 54650	
DANIEL HESSELBERG	627 BIRCHWOOD LANE WEST SALEM, WI 54669	dock @ W8205 Cty Rd ZB
DAVID JACKSON	W7527 COUNTY ROAD ZB ONALASKA, WI 54650	
CONRAD JAROSH	W8275 COUNTY ROAD ZB ONALASKA, WI 54650	
DAVID JENSEN	W8039 COUNTY ROAD ZB ONALASKA, WI 54650	

ORVILLE JENSEN/DEBORAH ROLFE	W8119 COUNTY ROAD ZB ONALASKA, WI 54650	
THOMAS JERISHA	W7953 COUNTY ROAD ZB ONALASKA, WI 54650	
STEVEN J JOHNSON	W7561 COUNTY ROAD ZB ONALASKA, WI 54650	
WILMER JOHNSON	W7201 COUNTY ROAD Z ONALASKA, WI 54650	
RON JONES	N17891 HARVEST VIEW LN GALESVILLE, WI 54630	dock @ N7453 Cty Rd Z
ROBERT KALOVSKY	W8333 NORTHSORE DR ONALASKA, WI 54650	
CURTIS (SOON) KANG	W7541 COUNTY ROAD ZB ONALASKA, WI 54650	
GARY KATELEY	W7607 COUNTY ROAD ZB ONALASKA, WI 54650	private dock
REV BERNARD KELLY	W7407 COUNTY ROAD Z ONALASKA, WI 54650	
HOWARD KELLY	W7765 COUNTY ROAD ZB ONALASKA, WI 54650	
DANIEL KENDHAMMER	1408 JAMES ST BANGOR, WI 54614	
KEVIN KENOW RUTH DAVIS	W7551 COUNTY ROAD ZB ONALASKA, WI 54650	
RONALD KENYON	W8267 COUNTY ROAD ZB ONALASKA, WI 54650	
HERMAN KIELHOLD	W8045 COUNTY ROAD ZB ONALASKA, WI 54650	
KLICH JOINT REVOCABLE TRUST	W7729 COUNTY ROAD ZB ONALASKA, WI 54650	
LENORE KNUDSON	W7521 COUNTY ROAD ZB ONALASKA, WI 54650	
GERALD KOBS	W7923 COUNTY ROAD ZB ONALASKA, WI 54650	
FRANCIS KRATOCHVILL	W8367 NORTHSORE DR	

	ONALASKA, WI 54650	
THERESA KRAUSE	W8191 COUNTY ROAD ZB ONALASKA, WI 54650	
ADAM KROTOCHVILL	W8041 COUNTY ROAD ZB ONALASKA, WI 54650	
JUNE KUKOVEC TRUST	W7985 COUNTY ROAD ZB ONALASKA, WI 54650	
ALBERT KUPSTYS	1928 BURKE DR. N ARLINGTON HEIGHTS, IL 60004	dock @ W7269 Northshore Ln
JEFFREY LANDERCASPER	W8213 COUNTY ROAD ZB ONALASKA, WI 54650	
MICHAEL LANQUIST	W7995 COUNTY ROAD ZB ONALASKA, WI 54650	
CLARENCE LARSON	W2436 LARSON RD BANGOR, WI 54614	dock @ W8143 Cty Rd ZB
JENNIFER LEDMAN	W7095 COUNTY ROAD Z ONALASKA, WI 54650	
BARBARA LEIS	W7411 COUNTY ROAD Z ONALASKA, WI 54650	
WILLIAM LEISGANG	W7665 COUNTY ROAD ZB ONALASKA, WI 54650	
LELAND LEMKE	N2849 TWESME ROAD ETTRICK, WI 54627	dock @ W7277 Northshore Ln
STEVEN LETHLEAN	W7555 COUNTY ROAD ZB ONALASKA, WI 54650	
PAUL LIETHEN	W8407 NORTHSORE DR ONALASKA, WI 54650	
WARREN LOVELAND	W7445 COUNTY ROAD Z ONALASKA, WI 54650	2 docks, one on empty lot
RICHARD MAAS	W7909 COUNTY ROAD ZB ONALASKA, WI 54650	
TIMOTHY MAIER	W8291 COUNTY ROAD ZB ONALASKA, WI 54650	
LEIF MARKING	W7917 COUNTY ROAD ZB ONALASKA, WI 54650	

PAUL MASHAK	RR2 BOX 345A TOMAH, WI 54660	dock @ W7677 Cty Rd ZB
MICHAEL MCFADDEN	W7265 NORTHSORE LN ONALASKA, WI 54650	
MICHAEL MCGREAL	W8315 NORTHSORE DR ONALASKA, WI 54650	
THOMAS MEDICK	W8019 COUNTY ROAD ZB ONALASKA, WI 54650	
MICHAEL MELBY	5916 LISLE RD OWEGO, NY 13827	dock @ W8373 Northshore Dr
JULIE MALIN	W8255 COUNTY ROAD ZB ONALASKA, WI 54650	
METALLICS INC	PO BOX 99 ONALASKA, WI 54650-0099	
KEVIN MICHEL	W8399 NORTHSORE DR ONALASKA, WI 54650	
JOHN MIKSIS	W8223 COUNTY ROAD ZB ONALASKA, WI 54650	
JAMES MILLIREN	W7855 COUNTY ROAD ZB ONALASKA, WI 54650	
DANIEL MILLS	W7485 COUNTY ROAD Z ONALASKA, WI 54650	
DELVIN MOKKENTIN	W7235 NORTHSORE LN ONALASKA, WI 54650	
JERALD MOLNAR	W7915 COUNTY ROAD ZB ONALASKA, WI 54650	
PATRICIA MOORE	W7691 COUNTY ROAD ZB ONALASKA, WI 54650	
RAY MOSEY	2039 ROSE ST LA CROSSE, WI 54603	
RICHARD MULDER	100 GREEN COULEE RD ONALASKA, WI 54650	
JAMES MULHAUSEN	W8281 COUNTY ROAD ZB ONALASKA, WI 54650	
KENNETH NELSON	W7981 COUNTY ROAD ZB ONALASKA, WI 54650	

WILLIAM NELSON	W7841 COUNTY ROAD ZB ONALASKA, WI 54650
JAMES NOEL	W8015 COUNTY ROAD ZB ONALASKA, WI 54650
ALMA NOLL	W7815 COUNTY ROAD ZB ONALASKA, WI 54650
CARL NOMMENSEN	PO BOX 55 HARSHAW, WI 54529-0055
EDWARD O'BRIEN	W7543 COUNTY ROAD ZB ONALASKA, WI 54650
JAN OLSON LIVING TRUST	W7483 COUNTY ROAD Z ONALASKA, WI 54650
WILLARD OLSON	W8183 COUNTY ROAD ZB ONALASKA, WI 54650
STANLEY PAALKSNIS	W7283 NORTHSORE LANE ONALASKA, WI 54650
KENNETH PAGE	W8147 COUNTY ROAD ZB ONALASKA, WI 54650
PALMI INVESTMENTS	N8351 COUNTY ROAD V HOLMEN, WI 54636
KEVIN PARKER	W7511 COUNTY ROAD ZB ONALASKA, WI 54650
MICHAEL PARKER	W7209 COUNTY ROAD Z ONALASKA, WI 54650
JOHN PARSNEAU	W7859 COUNTY ROAD ZB ONALASKA, WI 54650
DAVID PAUDLER	W7769 COUNTY ROAD ZB ONALASKA, WI 54650
SUSAN PAUDLER	W7809 COUNTY ROAD ZB ONALASKA, WI 54650
EARL PEDRETTI	W7752 COUNTY ROAD ZN ONALASKA, WI 54650
TERRY PETERSLIE	W7701 COUNTY ROAD ZB ONALASKA, WI 54650
PAUL PETERSON	W8119 HOLLAND DR HOLMEN, WI 54636

The Landings
docks @ W7152/7167/7191 Cty Rd

PEARL POLAND	3736 NORA N CHICAGO, IL 60600	
LEONA RAHN	W7527 NORTHSORE DR ONALASKA, WI 54650	
RED PINES RESORT INC	W7301 COUNTY ROAD Z ONALASKA, WI 54650	concession agreement
BENJAMIN REIBEL	304 LINCOLN AVE N AURORA, IL 60505	
WILLIAM REIBEL	W8051 COUNTY ROAD ZB ONALASKA, WI 54650	
RONALD REUTER	N5009 SUNSET VISTA RD ONALASKA, WI 54650	
DONALD ROBERTS	2905 21ST TER S LA CROSSE, WI 54601	dock @ W7091 Cty Rd Z
DARIN RODDICK-SMALL	W7671 COUNTY ROAD ZB ONALASKA, WI 54650	
JAMES ROMSKOG	W8071 COUNTY ROAD ZB ONALASKA, WI 54650	concession agreement (Cozy Corner Cottages)
NANCY ROTH	W7839 COUNTY ROAD ZB ONALASKA, WI 54650	
MICHAEL RUSAK	W8261 COUNTY ROAD ZB ONALASKA, WI 54650	
JOHN SCHALLER	N5931 COUNTY ROAD ZZ ONALASKA, WI 54650	
FLOYD SCHANKE	W7713 COUNTY ROAD ZB ONALASKA, WI 54650	
MICHAEL SCHLEPPGREGELL	W7911 COUNTY ROAD ZB ONALASKA, WI 54650	
STANLEY SCHLINTZ	N6475 COUNTY ROAD D BANGOR, WI 54614	
JOSEPH SCHUBERT	W7259 NORTHSORE LANE ONALASKA, WI 54650	
JAMES SCHULTZ	PO BOX 214 HOLMEN, WI 54636-0214	
MARC SCHULTZ	W8155 COUNTY ROAD ZB ONALASKA, WI 54650	

MICHAEL SCHULTZ	W8376 NORTHSORE DR ONALASKA, WI 54650	dock @ W8381 Northshore Dr
SANDRA SCHWEFEL TRUST	1223 HOMESTEAD RD BEAVER DAM, WI 53916	
JAMES SILL	N5091 SUNSET VISTA DR ONALASKA, WI 54650	
N DAVID SNYDER	W7135 COUNTY ROAD Z ONALASKA, WI 54650	
DOUGLAS STANKEY	3987 N. VICTORIA ST SHOREVIEW, MN 55126	dock @ W7243 Northshore Ln
WILLIAM STRUPP	W8327 NORTHSORE DR ONALASKA, WI 54650	
PHILIP SWAN TRUST	W7501 COUNTY ROAD ZB ONALASKA, WI 54650	
DEREK SWANSON	W7613 COUNTY ROAD ZB ONALASKA, WI 54650	
RUTH SWANSON	W8415 NORTHSORE DR ONALASKA, WI 54650	
LEE TABBERT	W7273 NORTHSORE LN ONALASKA, WI 54650	
KURT THIENES	W7991 COUNTY ROAD ZB ONALASKA, WI 54650	
THOMAS THOMPSON	W7907 COUNTY ROAD ZB ONALASKA, WI 54650	
BLAINE THORSON	W8113 COUNTY ROAD ZB ONALASKA, WI 54650	
KAY THRUNE	73 LAKE CREEK RD APT 4 RHINELANDER, WI 54501	
MARK TIERNEY	W7735 COUNTY ROAD ZB ONALASKA, WI 54650	
BRIAN TIPPETTS	W7919 COUNTY ROAD ZB ONALASKA, WI 54650	
R NICHOLAS TRANE II	W7613 COUNTY ROAD ZB ONALASKA, WI 54650	
DAVID UEHLING	W7533 COUNTY ROAD ZB ONALASKA, WI 54650	

UNITED DEVELOPMENT	123 LINWOOD S APPLETON, WI 54911	no dock
RICHARD VAALER	W8135 COUNTY ROAD ZB ONALASKA, WI 54650	
JOE VAN AELSTYN	W7569 COUNTY ROAD ZB ONALASKA, WI 54650	
BRUCE VAN BERKUM	W7829 COUNTY ROAD ZB ONALASKA, WI 54650	
CHARLES VOGEL	W7477 COUNTY ROAD Z ONALASKA, WI 54650	
JOHN WARD	W7781 COUNTY ROAD ZB ONALASKA, WI 54650	
CAROLE WASHA	W7371 COUNTY ROAD Z ONALASKA, WI 54650	
WERNER WASSMANDORF	W7681 COUNTY ROAD ZB ONALASKA, WI 54650	no dock
ALBERT WERNER	N3645 OLD COUNTY ROAD M WEST SALEM, WI 54669	
CASE WEWERKA	123 LINWOOD APPLETON, WI 54911	Dock on parcel # 10-1780-2
BETTY WHISTLEMAN	230 19TH ST S LA CROSSE, WI 54601	10-1783-0/10-2144-0
WI WINNEBAGO TRIBE OF WI	PO BOX 311 TOMAH, WI 54660-0311	
RICHARD WOLFE III	W4057 COUNTY ROAD O WEST SALEM, WI 54669	dock @ W7913 Cty Rd ZB
DENNIS WRIGHT	W8341 NORTHSORE DR ONALASKA, WI 54650	
THOMAS WUENSCH	W7333 COUNTY ROAD Z ONALASKA, WI 54650	

Appendix F

- STATE OF WISCONSIN - LOCAL GOVERNMENT PROPERTY INSURANCE FUND
POLICY:150700 - TOWN OF ONALASKA . TERM:10/5/2012 - 10/5/2013 STATEMENT OF VALUES

Page 3 of 8

022	MOSEY LANDING				
022 999	Property In The Open		0	0	36,966
022 - Total:		36,966	0	0	36,966
023	UPPER BRICE PRAIRIE LANDING				
023 999	Property In The Open		0	0	7,155
023 - Total:		7,155	0	0	7,155
Building and Content Totals:		2,137,930	1,311,356	200,194	626,380

Highest Risk Site:002 Name:TOWN SHOP Number:01 Building Value: 584,081 504,292 79,789 0

Sites Valued Over \$50,000: 7

OCI 41-075 (R07/2011)

022	MOSEY LANDING				
022	BOATLIFT	Owned	1	QT	3,577
022	DOCK	Owned	90	SF	3,577
022	HANDICAP PIER	Owned	320	SF	28,620
022	SIGNS	Owned	7	QT	1,192
022 - Total:					36,966
023	UPPER BRICE PRAIRIE LANDING				
023	DOCK #1	Owned	48	SF	597
023	DOCK #2	Owned	90	SF	1,789
023	DOCK #3	Owned	100	SF	3,577
023	SIGNS	Owned	7	QT	1,192
023 - Total:					7,155
Property In The Open Total					626,380

OCI 41-076 (R07/2011)

Appendix G

Exhibit "B"

Town Of Onalaska Budget for Shoreland Purposes 2013

\$25000

Boatlanding Ramp Replacement Grant

\$1000

Public Access Operation and Maintenance

Appendix H



Wisconsin Office of the
Commissioner of Insurance

125 South Webster Street
Madison, Wisconsin 53703-3474

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PolicyHolder Information > Contractors Equipment List

	Site Number	Description	Department	Owned	Manufacturer	Model	Model Year	Acquisition Year	Acquisition Cost	Actual Cash	Replace Cost	Status	Endorsement Effective Date	Transaction Requested Date	Downloaded Date
Request Remove	002	CHIPPER	NA	Owned	VERMEER	BC1800A	2001	2001	26,000	26,000	33,004	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	LIFT	NA	Owned	VALBY	556R	2012	2012	5,000	5,000	5,050	Current	10/5/2013	7/1/2012	1/1/1900
Request Remove	002	LOADER	NA	Owned	JOHN DEERE	544G	1997	1997	55,000	55,000	84,718	Current	10/5/2007	10/15/2008	1/1/1900
Request Remove	002	MOTOR GRADER W WING	NA	Owned	JOHN DEERE	772-A	1976	1976	50,000	50,000	99,011	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	MOWER	NA	Owned	TIGER	Ford 7710	1979	1979	10,000	10,000	27,504	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	MOWER	NA	Owned	NEW HOLLAND	MC28	2005	2005	17,000	17,000	20,528	Current	10/5/2007	10/15/2008	1/1/1900
Request Remove	002	MOWER	NA	Owned	NEW HOLLAND	MC28	2000	2000	12,500	12,500	17,694	Current	10/5/2007	10/15/2008	1/1/1900
Request Remove	002	SEWER JETTER	NA	Owned	FORD	Truck	1981	1981	4,000	4,000	11,001	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	SKID STEER	NA	Owned	NEW HOLLAND	LS 160	2001	2001	15,000	15,000	20,609	Current	10/5/2007	10/15/2008	1/1/1900
Request Remove	002	TRACTOR	NA	Owned	TORO	gm4000	2012	2012	47,500	47,500	47,972	Current	10/5/2013	6/1/2012	1/1/1900
Request Remove	002	TRACTOR	NA	Owned	JOHN DEERE	z910a	2012	2012	6,800	6,800	8,079	Current	10/5/2013	6/1/2012	1/1/1900
Request Remove	002	TRACTOR	NA	Owned	NEW HOLLAND	TN70D	2003	2003	25,000	25,000	32,268	Current	10/5/2007	10/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #1	NA	Owned	UNIVERSAL	Universal	2006	2006	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #2	NA	Owned	UNIVERSAL	Universal	2000	2000	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #3	NA	Owned	UNIVERSAL	Universal	1999	1999	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #4	NA	Owned	UNIVERSAL	Universal	1996	1996	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #5	NA	Owned	UNIVERSAL	Universal	1992	1992	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900
Request Remove	002	TWO WAY PLOW #6	NA	Owned	UNIVERSAL	Universal	2004	2004	5,000	5,000	7,701	Current	10/5/2008	5/15/2008	1/1/1900

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Appendix I

Exhibit "B"

Employment Roster

Walter Knudson	Foreman	Hire Date:	5/26/2000	Part Time
			7/21/2003	Full Time
Ron Addleman	Maintenance	Hire Date:	5/12/2004	Part Time
			3/17/2005	Full Time
Bill Reibel	Mechanic	Hire Date:	8/18/2011	Full Time