

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION
TRANSPORTATION - NORTHWEST REGION-EAU CLAIRE
USE AND OCCUPANCY AGREEMENT

COPY

This agreement between the State of Wisconsin, Department of Transportation, OWNER, and St. Croix Marina Condominiums, Inc. TENANT, constitutes a granting of the right to occupy and use, the following described lands in St. Croix County FOR PURPOSES OF WIDENING THE MARINA'S ROADWAY AND PAVING A PARKING LOT. The right of occupancy and use of said lands by the TENANT, shall, subject to the terms and conditions set out below, extend from the execution and acceptance of this agreement until such time as the Parcel is sold in accordance with the procedures for disposal of excess right of way or until such time as the parcel is needed for highway purposes and shall be contingent upon the proper performance of the obligations herein enumerated.

The lands included in this agreement are described as follows:

A 15' x 500' area located in Government Lot 4 of Section 25, T29N, R20W lying westerly of Front Street in the City of Hudson as highlighted on the attached plat.

The Term of this agreement shall be for one-year commencing November 21, 2011 and shall be renewable annually thereafter to TENANT upon the same terms by payment of rent on or before the first day of January of each calendar year unless terminated as hereinafter provided.

The right of occupancy of the TENANT is subject to the above rights of the OWNER and contingent upon the proper performance of the following obligations of the parties of the TENANT:

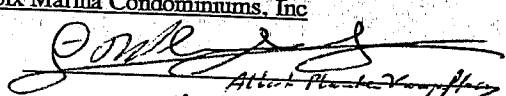
1. OWNER shall have the right to enter upon the property for the purpose of reasonable inspection and for purposes of showing and selling the property during the entire term of occupancy.
2. The TENANT shall be responsible for normal maintenance of the land. The TENANT shall, at no expense to the State, keep and maintain the premises free from rubbish, paper, cans, trash, and debris and inflammable materials of every description and at all times in an orderly, clean, safe, and sanitary condition and during the winter months the TENANT shall, at his/her own expense remove the snow from the property if it is necessary to do so for the intended use.
3. The TENANT agrees to pay any and all claims against themselves or the property which may arise as a result of occupancy and agree to save harmless the OWNER, claims as may arise from said occupancy. The TENANT further agrees to indemnify the State, its officers, employees and agents, against all such claims and liability. These claims will include, but not be limited to, all costs for the cleanup of the soil or the groundwater caused as a result of hazardous materials or liquids being deposited or spilled on or within the leased area or adjoining properties caused by actions of the Lessee, its agents, employees, or suppliers. The TENANT also agrees to be responsible for repairs to the roadway which occur due to the construction operations by the TENANT.
4. Personal property and/or liability insurance shall be the obligation of the TENANT.
5. The TENANT shall not transfer or assign any rights of occupancy granted as part of this agreement.
6. It is expressly intended and agreed by both parties that anytime during the term of this Agreement, upon 30 days written notice to the TENANT by the OWNER or its representatives, occupancy of the TENANT may be terminated without liability for loss which may be sustained by said TENANT. The TENANT agrees to waive any and all damages to the improvements listed above by any future highway project constructed within the land of this agreement. The removal of the parking area, roadway and any rip-rap or fencing will be the responsibility of the TENANT.
7. Not to change or obstruct in any manner the existing drainage pattern of lands being leased.

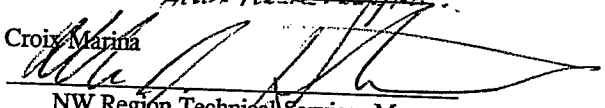
8. This agreement does not grant any change in access to STH 35.
9. The TENANT agrees to pay a rent in the amount of \$100 per year, payable in advance to the Wisconsin State Treasurer and mailed to the Wisconsin Department of Transportation, Attn: Real Estate Dept, 718 W. Clairemont Avenue, Eau Claire, WI 54701. As stated above, the Term of this agreement shall be for one-year commencing November 21, 2011 and shall be renewable annually thereafter to TENANT up on the same terms by payment of rent on or before the first day of January of each calendar year unless terminated as hereinafter provided.

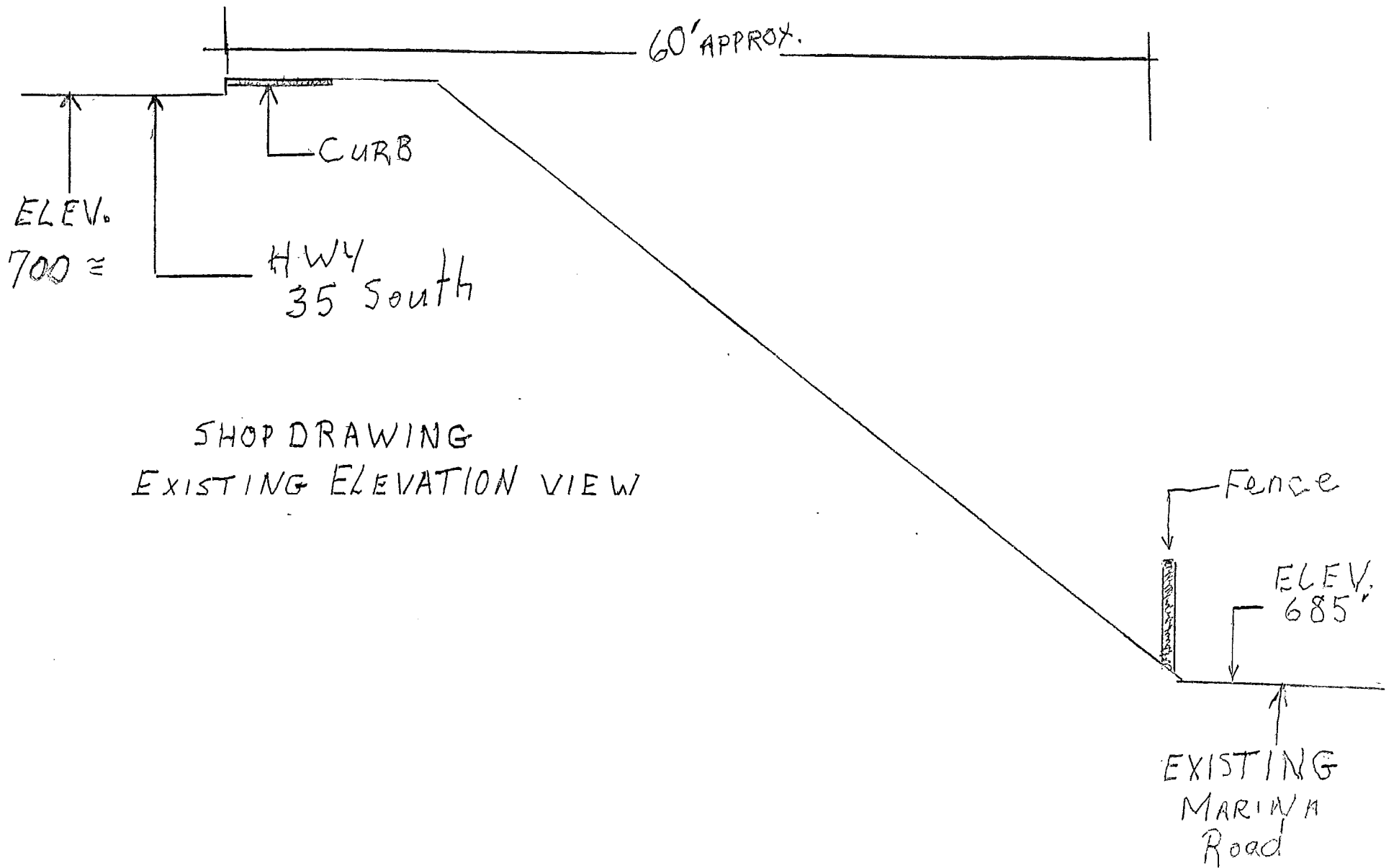
DATE 11/16/11 GRANTED TO:

DEPARTMENT OF TRANSPORTATION
NORTHWEST REGION-EAU CLAIRE
718 WEST CLAIREMONT AVENUE
EAU CLAIRE, WI 54701

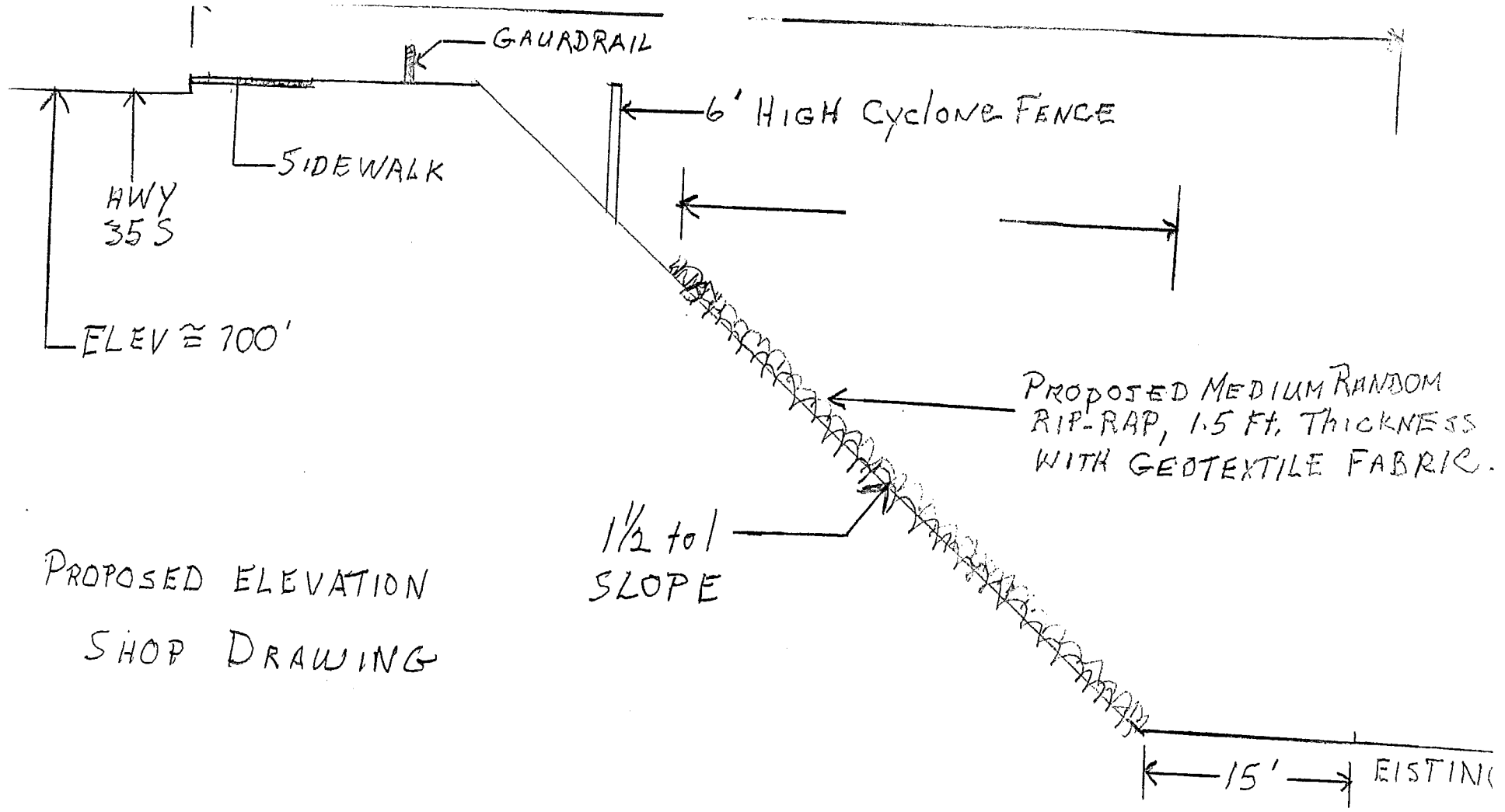
St. Croix Marina Condominiums, Inc


President, St. Croix Marina

APPROVED: 
NW Region Technical Services Manager
Allen Holmstrom

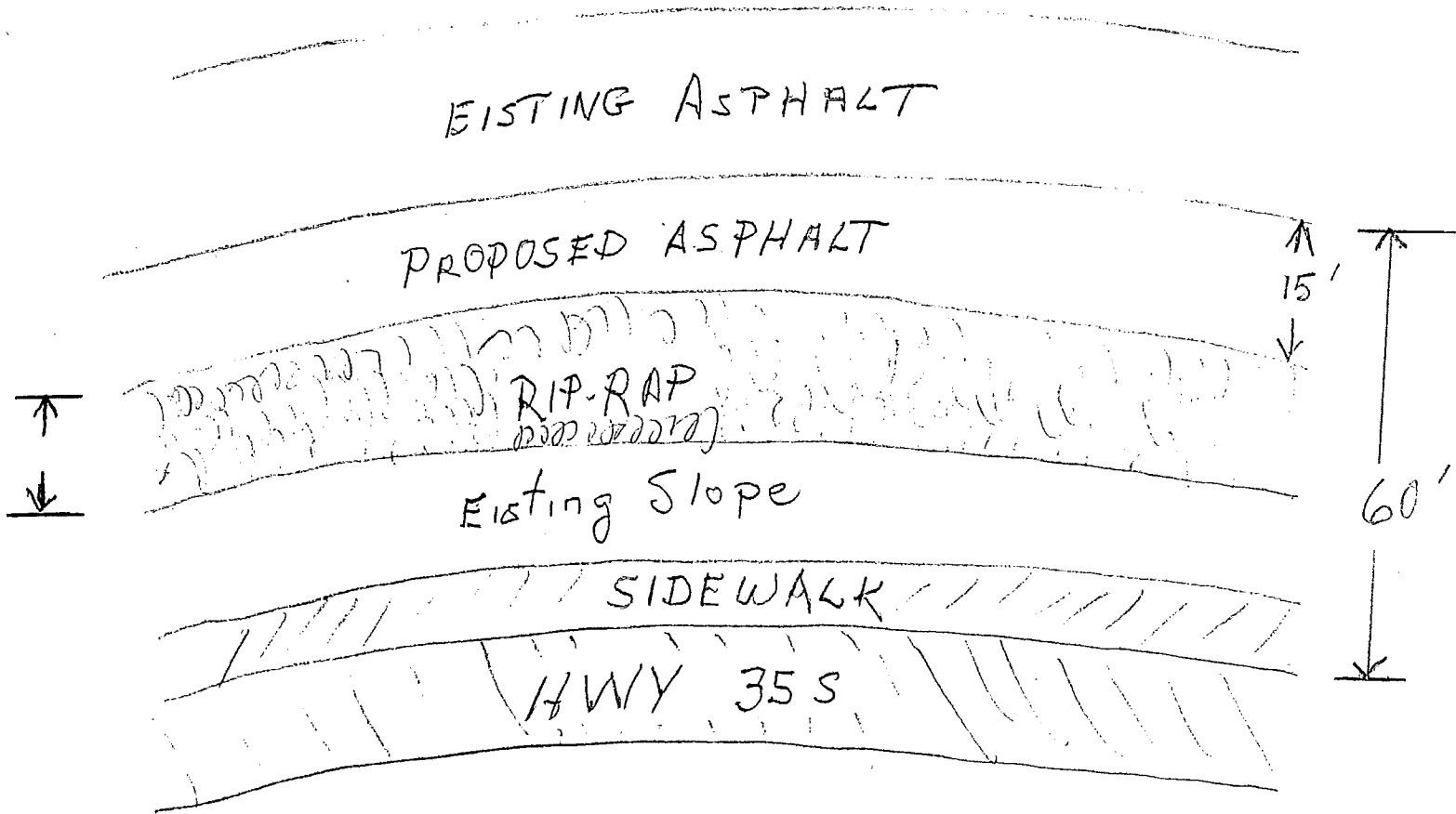


SHOP DRAWING
EXISTING ELEVATION VIEW

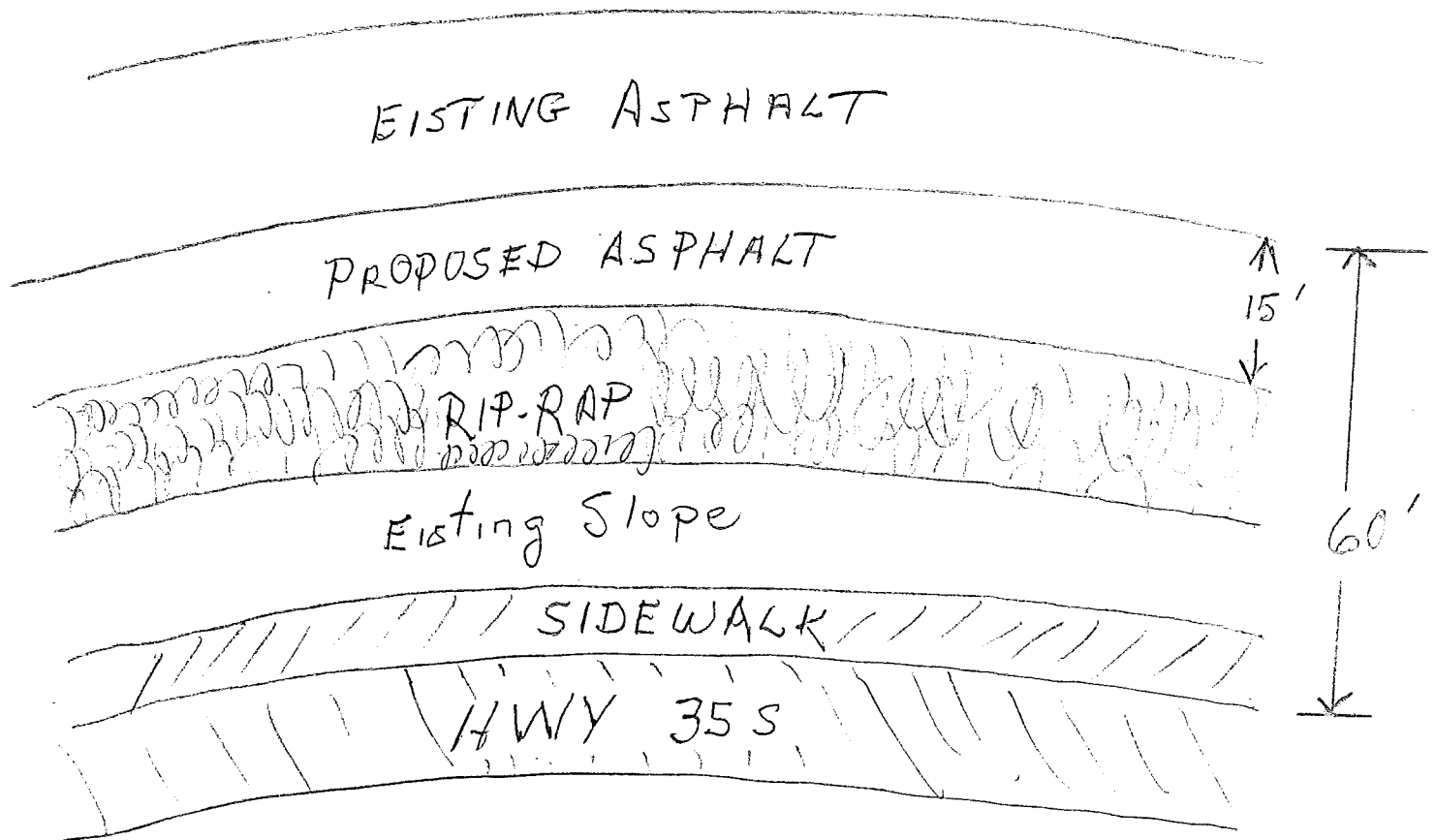


PROPOSED ELEVATION
SHOP DRAWING

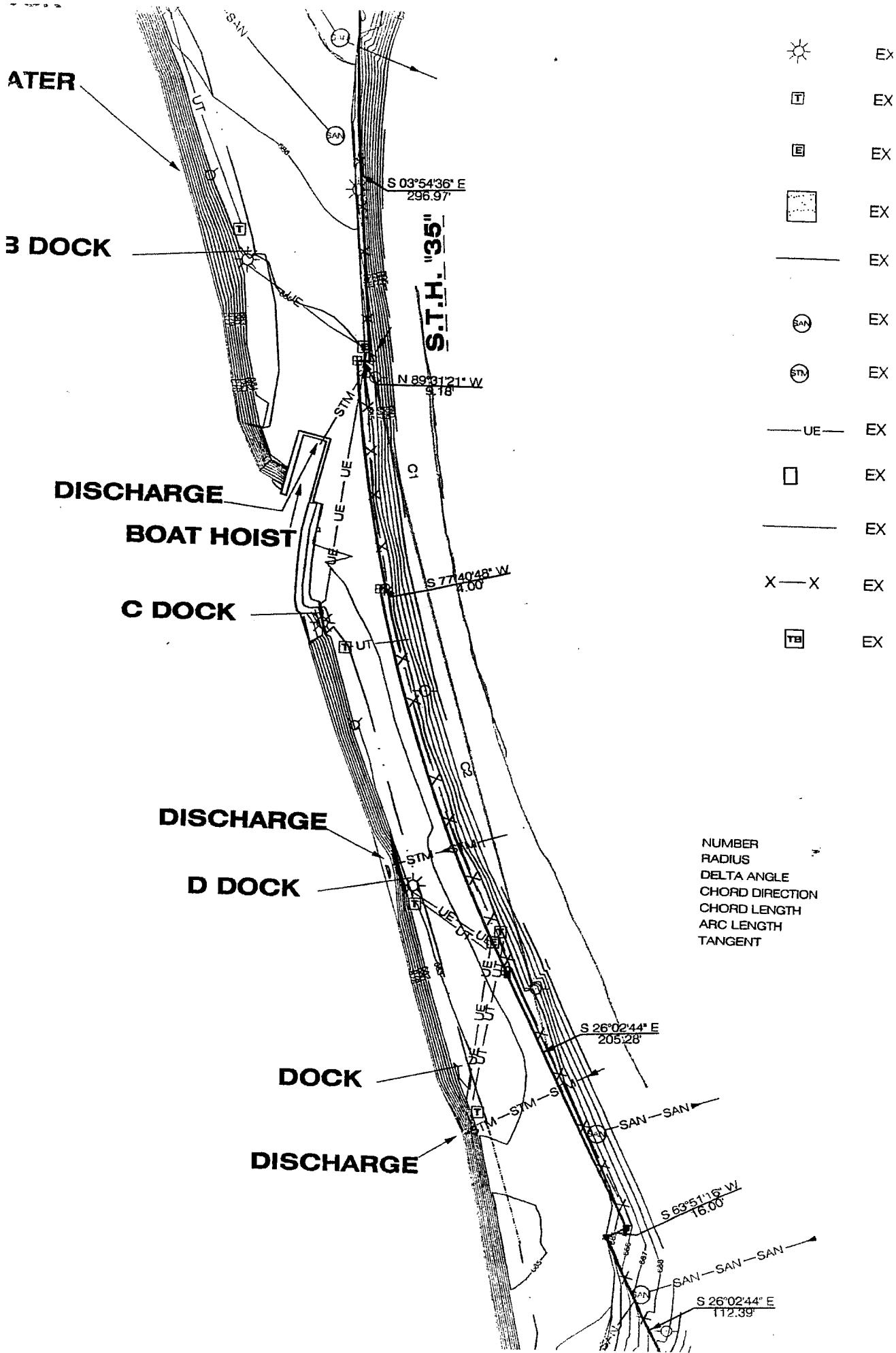
SHOP DRAWING



PROPOSED PLAN VIEW



PROPOSED PLAN VIEW



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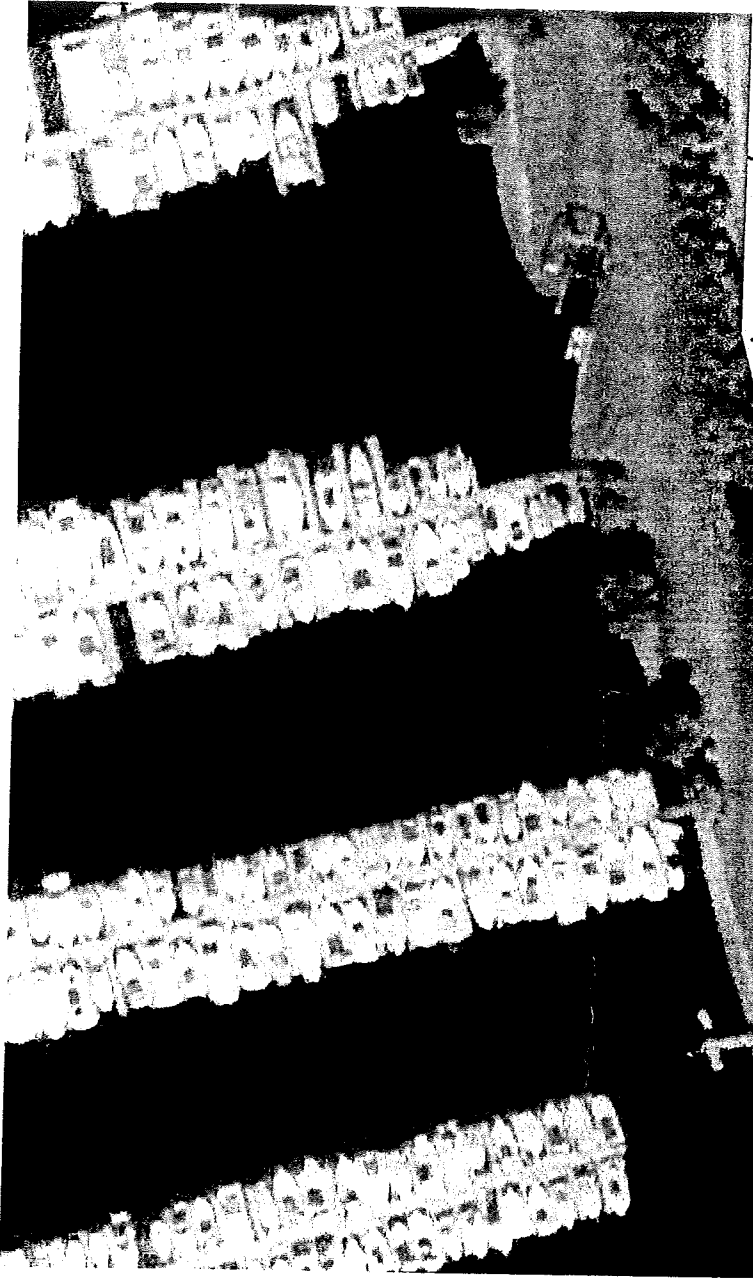
NUMBER
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 CHORD DIRECTION
 CHORD LENGTH
 ARC LENGTH
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HUDSON



ST CROIX RIVER

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500'

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THIS IS AREA
ALONG HWY 35 S

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