

**MEMORANDUM OF AGREEMENT
BETWEEN ROCK KOSHKONONG LAKE DISTRICT AND
TOWN OF ALBION**

This Agreement is made this _____ day of _____, 2021 by and between Rock Koshkonong Lake District, a Wisconsin public inland lake protection and rehabilitation district organized under Chapter 33 of the Wisconsin Statutes (hereinafter “District”) and Town of Albion, a body politic, duly organized under Chapter 60 of the Wisconsin Statutes (hereinafter “Town”).

WHEREAS, the District and the Town have a joint public interest in increasing public access to Lake Koshkonong for the benefit of their residents and the surrounding community;

WHEREAS, the Town desires to acquire an approximately two (2) acre parcel located on Bingham Road in the Town of Albion, Dane County, WI more particularly described on the attached Exhibit A (hereinafter “subject property”), for the purpose of developing a boat landing;

WHEREAS, the District desires to use its resources and expertise to assist the Town in acquisition and development of a boat landing on Bingham Road;

WHEREAS, the District and Town agree that by collaborating with each other, each could advance their respective missions for the benefit of the taxpayers;

WHEREAS, the District and the Town desire and intend to set forth the more specific terms under which they propose to collaborate to acquire and develop the Bingham Road landing;

NOW THEREFORE, for purposes of this Memorandum of Agreement the parties adopt the above recitals as true and the District and Town agree as follows:

AGREEMENT

1. **THE TOWN SHALL:**

- a. Negotiate and execute a valid Purchase Agreement between the Town and the owner of the subject property.
- b. Complete a survey of the property to verify boundaries and accessibility for the intended use and subdivide the subject property from the parent parcel. Cost of the survey to be paid by the Lake District. All funds needed to proceed with this project will be furnished by the Lake District as their budget will allow.

- c. Confirm the intended use of the subject property is in compliance with zoning regulations and secure any necessary permits and approvals for completion of the landing project;
- d. Order a title commitment and review the commitment for title exceptions that may impair the ability to develop the subject property for the intended use and share the results of the Town's evaluation of the title with the District. The District's approval of the title condition must occur prior to the advancement of any funds set forth in paragraph # 2 below.
- e. Close on the acquisition of the subject property should the requirements of the Purchase Agreement be met. The Town must hold all rights, title and interest to the subject property.
- f. Contract with the appropriate professionals for design and construction of the boat landing project. The Town shall comply with Wisconsin law regarding public bidding for governmental entities. All design plans shall be submitted to the District for review and approval prior to construction.
- g. Secure necessary capital via grant funding and/or financing/tax levy to bring the project to completion and produce proof of the same to the District upon request. Should the Town receive grant funds for any portion of this project, the Town shall reimburse the District a percentage of the grant funds received equal to the percent of the total project cost funded by the District.
- h. At no time will the Town of Albion bare any cost for the landing project.
- i. The Town shall not include the District in any grant applications, requests for bid, design plans, applications for funding, or purchase agreements. The Town shall not represent to any person or entity that the District will cosign any obligation or share liability for Town's responsibilities associated with this project.

2. THE DISTRICT SHALL:

- a. Provide up to \$100,000 of capital for completion of the project conditioned upon the Town's compliance with its obligations as set forth above. The Town agrees the District shall hold a mortgage on the subject property securing any amounts advanced to ensure compliance with paragraph #1 above.
- b. Review and approve or deny any design plans received from the Town for the project.

3. **Compliance with Law:** The Town shall at all times comply with federal, state, and local laws, statutes, ordinances, rules, and regulations with respect to the Town's activities associated with this project and shall obtain all permits, licenses, and orders required to conduct such activities.
4. **Indemnification:** It is mutually understood and agreed by and between the parties that the District does not assume liability for any third-party claims for damages arising out of this Agreement. The Town hereby agrees to indemnify and hold harmless the District, its agents, officials, employees, and representatives from any and all liability, loss, or damage the District may suffer as a result of claims, demands, costs, or judgments against the District arising out of the alleged tortious acts or omissions of the Town in connection with this project covered under this Agreement. The Town hereby agrees to defend any claim brought against the District with respect to the Town's alleged tortious acts or omissions pursuant to this Agreement.
5. **Authorized Representatives:** Each person executing this Agreement on behalf of a party hereto represents that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such a party with respect to all its obligations hereunder. The undersigned further represent this Agreement has been approved in its entirety by vote of the governing body of each entity at a duly noticed public meeting.
6. **Entire Agreement:** This Agreement contains the entire agreement and understanding concerning the subject matter between the parties and supersedes and replaces any and all prior negotiations or agreements, written or oral. Each acknowledges that no other party, nor any agent of a party has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this agreement in reliance on any such promise, representation, or warranty not contained herein.
7. **Amendment:** This Agreement shall only be modified, changed, or amended in writing and signed by duly authorized representatives of each party.
8. **Assignment:** The rights and responsibilities of the parties under this Agreement may not be assigned, transferred, or conveyed in any manner by and party without prior written consent of the other party.
9. **Notices:** Any communications affecting the operations covered by this agreement must be in writing and delivered in person, mailed, or transmitted electronically by e-mail as follows:

Rock Koshkonong Lake District
Attn: Chairman

Town of Albion
Attn: Clerk
620 Albion Road
Edgerton, WI 53534

10. **Non-Waiver:** The failure of any party to insist upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement.
11. **Venue:** Venue for any dispute arising out of this agreement shall be Dane County Circuit Court, Wisconsin.
12. **Severability:** If any term, provision or condition contained in the Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to a person, persons or circumstances other than those in respect of which it is held to be invalid or unenforceable) shall not be affected thereby, and each remaining term, provision or condition of that Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Term:** This Agreement shall an unlimited and perpetual duration, except that in the event the Town has not closed on the land acquisition by [REDACTED], this agreement will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.

Dated this ___ day of _____, 2021.

ROCK KOSHKONONG LAKE DISTRICT

Alan Sweeney, Chairman

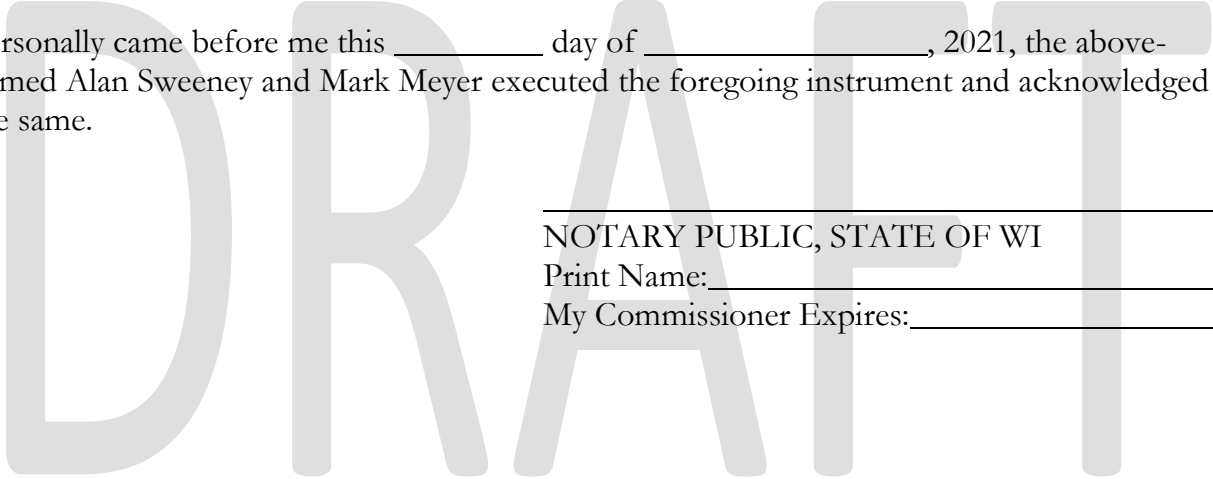
Attest:

Mark Meyer, Treasurer

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above-named Alan Sweeney and Mark Meyer executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commissioner Expires: _____



Dated this ___ day of _____, 2021.

TOWN OF ALBION

Robert Venske, Chairman

Attest:

Julie Hanewal, Town Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above-named Robert Venske and Julie Hanewal executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commissioner Expires: _____

