

RESOLUTION NO. 37.

WHEREAS, the Town of Delavan, (hereinafter "Town"), is desirous of facilitating the Delavan Lake Improvement Project; and

WHEREAS, LLL Partners, (hereinafter "LLL"), the owners of certain real estate located in the Town; and

WHEREAS, an agreement between the Town and LLL should facilitate the expedition of the Delavan Lake project as that agreement relates to the use of real estate owned by LLL.

NOW THEREFORE, it is hereby resolved as follows:

LLL, the owner of Lake Lawn Lodge, hereby agrees to provide the Town with access to property owned by LLL, located west of North Shore Drive, described more specifically below, for the purpose of excavating fill material for use in construction of the peninsula called for in Assembly Bill 589 and for storing dredge spoils generated by the Town of Delavan during implementation of the Delavan Lake Improvement Project. LLL agrees to the foregoing even though their offer on this subject was originally made on the basis that the lake channelization and peninsula project would be dropped in favor of an upstream wetlands and dredging project.

LLL hereby agrees to consult with the Town and the Department of Natural Resources to reach agreement upon the specific parcel of property owned by LLL, located west of North Shore Drive and south of Highway 50 in Walworth County, which shall not exceed five (5) acres in size, and which shall be used for excavation of fill material for use in construction of the

peninsula and storage of dredge spoils.

Access to and use of the agreed upon parcel of property for the purpose described herein shall be conditioned upon the following:

(1) the Town receiving from the Department of Natural Resources all permits and approvals necessary for use of the parcel of property for the purposes described herein;

(2) LLL receiving from the Department of Natural Resources all permits and approvals necessary to construct the marina, including, but not limited to, the permits and approvals necessary to connect the pond located on Lake Lawn Lodge property adjacent to Lake Lawn Lodge to Delavan Lake and to dredge the pond and deposit the dredge spoils on Lake Lawn Lodge property, which could include the parcel of property to which the Town shall have access pursuant to this agreement.

(3) All costs involved in acquiring permits or approvals, in excavating fill material from the parcel of property and transporting it for use in construction of the peninsula, in transporting dredge spoils to the parcel of property for storage, and any other costs related to use of the parcel of property for

excavation of fill materials and storage of dredge spoils including any and all land restoration shall be borne by the Town, except that costs for permits and approvals and land restoration shall be shared by LLL to the extent that LLL uses the site for storage of dredge spoils;

(4) Major shoreline property owners shall have the right of access to the peninsula for maintenance purposes if the Town does not properly maintain it;

(5) Upon identification of the specific parcel of property to be used for the purposes described herein, LLL and the Town shall enter into a new agreement, incorporating all of the conditions in this agreement and describing with greater specificity the rights and responsibilities of the parties, which agreement shall supersede this agreement.

(6) LLL shall release and forever discharge any claim they may have or their successors, heirs, or assigns may have for condemnation, inverse condemnation, or any other cause of action against the Town for use of the property by the Town now owned by LLL in

accordance with the terms of what has been set forth herein, provided however, that this release shall exclude any and all claims of third parties for liability under the terms of this resolution.

(7) The signatures of the Town Chairman and the authorized representative of LLL on this resolution shall constitute an agreement as set forth herein which will bind each of the parties and their respective agents and representatives.

Date May 2, 1988
CV

Wayne K. Polzin
Wayne K. Polzin, Town Chairman

Attest:

Date May 2, 1988

Patricia C. Kohler
Patricia Kohler, Town Clerk

Date _____

Authorized representative of
LLL Partners