



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
215 NORTH 17TH STREET
OMAHA, NEBRASKA 68102-4978

copy - original in agreement
DEPARTMENT OF DEFENSE & 1987
UNITED STATES CONSTITUTION BICENTENNIAL

REPLY TO
ATTENTION OF

November 10, 1992

Management & Disposal Branch

RECEIVED
NOV 16 1992

*Agreement
626A*

Mr. Raymond Zielinski
City Clerk
140 Main Street
Menasha, Wisconsin 54952-3190

CITY OF MENASHA
BY PCJ

Dear Mr. Zielinski:

Enclosed for your information and files is a fully executed copy of Consent No. DACA45-3-93-6002, which grants the city of Menasha consent to install and maintain a sewer line under property leased by the Government for the U.S. Army Reserve Center, Menasha, Wisconsin.

If you have any questions, please write to me at the above address or telephone Mrs. Margot Glenboski of my staff at (402)221-4354.

Sincerely,

Rick L. Noel

Rick L. Noel
Chief, Management & Disposal Branch
Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY
CONSENT TO CROSS U.S. GOVERNMENT LEASEHOLD
AT
U. S. ARMY RESERVE CENTER, MENASHA, WISCONSIN

CONSENT NO. DACA45-3-93-6002

KNOW ALL MEN BY THESE PRESENTS:

That the consent of the United States is hereby granted to the City of Menasha, a municipal corporation of the state of Wisconsin, hereinafter designated as grantee, to construct, use, maintain, control, operate and repair a sewer line, herein referred to as "structure", across, over and under the lands in which the United States was granted a leasehold interest, under Lease No. DACA45-5-79-00482, and further identified as Acquisition Tract No. 100LE. The right-of-way for said structure for the purpose of this consent is specifically identified as a strip of land ten (10) feet in width, lying in a straight line, perpendicular to Third Street, running in a southerly direction along the east side of the Government leased parcel and ending near the southeast corner of the parcel, located as shown in red on Exhibit "A" attached hereto and made a part hereof, and described as follows:

<u>TRACT NO.</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>STATE</u>	<u>COUNTY</u>
100LE	14	20 North	17 East	WI	Winnebago

The above tract is located East of the 4th Principal Meridian, County and State as listed above. The right-of-way for the purpose of this consent contains .20 of an acre, more or less.

This consent is granted subject to the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests therein.
2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrancers of the fee title to the lands involved.
3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Army, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by the District Engineer, Omaha District, from time to time.

4. That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

5. That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his option, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

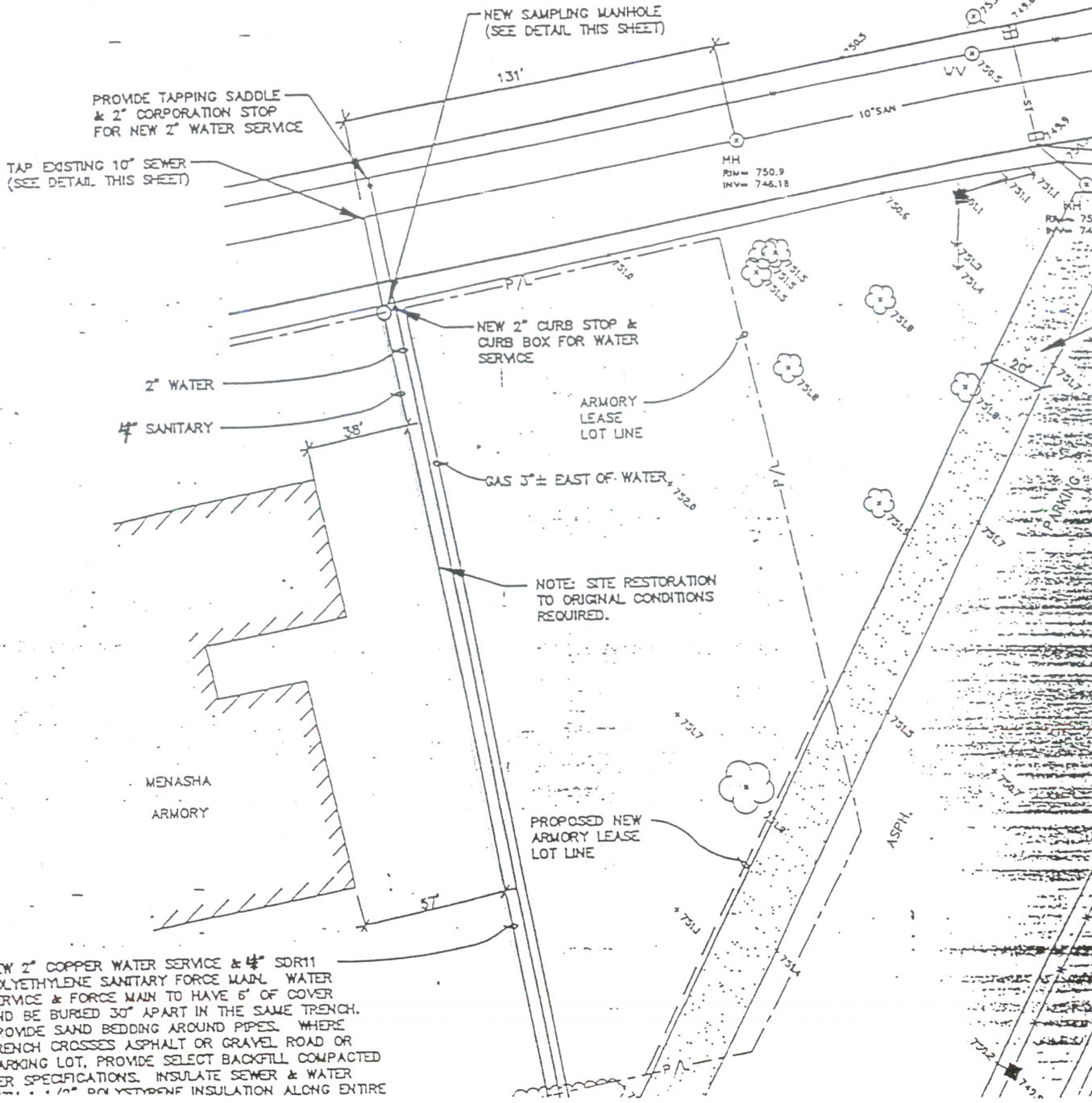
6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

7. That this consent is effective only as to the following rights of the United States in the lands herein above described:

TO HAVE AND TO HOLD the said premises containing approximately 2.21 acres for the term beginning 1 May 1979 and ending 30 April 2004, with one 25-year renewal option which would extend the term through 30 April 2029, unless and until the Government shall give notice of termination in accordance with the provisions of the lease, to be used for Government purposes as an Army Reserve Center.

8. That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its lease, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the Chief of Engineers, Department of the Army, alter or remove said structure without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.

9. That construction and/or operation, maintenance and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.
10. That this consent may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Army for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.
11. That upon the relinquishment, termination, revocation, forfeiture or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the officer having immediate jurisdiction over the property. If the grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, the said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be so restored at the expense of the grantee, 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.
12. That the terms and conditions of this consent shall extend to and be binding upon the successors and assigns of the grantee.
13. That the grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.
14. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Omaha District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.



PROVIDE TAPPING SADDLE & 2" CORPORATION STOP FOR NEW 2" WATER SERVICE

TAP EXISTING 10" SEWER (SEE DETAIL THIS SHEET)

NEW SAMPLING MANHOLE (SEE DETAIL THIS SHEET)

131'

MH
RIM = 750.9
INV = 746.18

10" S4M

2" WATER

4" SANITARY

NEW 2" CURB STOP & CURB BOX FOR WATER SERVICE

ARMORY LEASE LOT LINE

38'

GAS 3" ± EAST OF WATER

NOTE: SITE RESTORATION TO ORIGINAL CONDITIONS REQUIRED.

MENASHA ARMORY

PROPOSED NEW ARMORY LEASE LOT LINE

NEW 2" COPPER WATER SERVICE & 4" SDR11 POLYETHYLENE SANITARY FORCE MAIN. WATER SERVICE & FORCE MAIN TO HAVE 6" OF COVER AND BE BURIED 30" APART IN THE SAME TRENCH. PROVIDE SAND BEDDING AROUND PIPES. WHERE TRENCH CROSSES ASPHALT OR GRAVEL ROAD OR PARKING LOT, PROVIDE SELECT BACKFILL COMPACTED PER SPECIFICATIONS. INSULATE SEWER & WATER WITH 2" POLYSTYRENE INSULATION ALONG ENTIRE

U. S. ARMY RESERVE CENTER, MENASHA, WISCONSIN
CONSENT NO. DACA45-3-93-6002

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary
of the Army this 29th day of October 1992.



GARY D. BLAIR
Chief, Real Estate Division
Omaha District, Corps of Engineers