

**Lease of Reeseville Property
Village of Reeseville and CLR Fire & Rescue Group**

This Lease, made this _____ day of _____, _____, by and between the Village of Reeseville, a municipal entity, in the County of Dodge, State of Wisconsin, hereinafter called "Lessor," party of the first part, and CLR Fire & Rescue Group, an intergovernmental entity, duly existing and operating under Wisconsin laws, hereinafter called "Lessee," party of the second part.

Witnesseth:

Lessor hereby leases unto Lessee, and Lessee hereby takes as tenant that part of the property owned by Lessor located at 206 S. Main Street in the Village of Reeseville as further described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), on the following terms and conditions:

1. Term. The term hereof shall begin on the date of full execution shown below and shall end at 12:00 midnight on the 31st day of December, 2123 (which is a term of approximately 100 years).
2. Limited Uses Only. Fire Station Purposes Only. Lessee shall use the property for a fire station and related offices, and other similar uses related to the operation of fire department and fire station.
3. Rent. As rent for said premises Lessee shall pay to Lessor at its office at the Village of Reeseville Village Hall the sum of one Dollar (\$1.00) per year.
4. Security Deposit. Lessee shall, at the time of execution of this Lease Agreement make a security deposit with Lessor in the sum of _____ Dollars (\$_____) as security against damage to the premises beyond normal wear and tear. The security deposit shall be paid in the form of a cash deposit held by the Lessor for the term of the lease.
5. Utilities. Lessee shall be responsible for all utilities attributable to the Property.
6. Encumbrance of Leasehold. Neither party shall encumber the Property in any manner.
7. Mechanics' Liens. Neither party shall suffer any mechanics' liens to be placed on or against the Property. In the event a mechanics' lien is placed against the Property, the party responsible shall discharge the same within thirty (30) days.
8. Improvements. Lessee shall not make any improvements, modifications, or alterations to the demised premises without Lessor's prior written permission, subject to the following. At the time of entering this Lease, Lessee intends to construct an addition to the existing building on the Property, as described in plans on file with the Village Clerk, the Site Plan for the same being attached hereto as Exhibit B. Lessor hereby allows such work to be done. All such improvements shall remain with the with the Property following expiration of this lease.
9. Condition of Property. The Lessee shall throughout the Lease term maintain the demised premises in good condition and at the expiration or termination of the Lease return the demised premises to Lessor in good condition, ordinary wear and tear excluded.
10. Indemnity. Lessee shall indemnify and hold Lessor, its officers, agents, employees, and insurers and the property and any buildings or improvements now or hereafter placed on the property, free and harmless from any and all liabilities, claims, loss, damages, or expenses

resulting from or arising out of Lessee's occupation and use of the property, specifically including, without limitation, any liability, claim, loss, damage, attorneys' fees, or expense arising by reason of:

- a. The death or injury of any person, including Lessee or any person who is an employee, agent, or invitee of Lessee, or by reason of the loss, damage to, or destruction of any property, including property owned by Lessee or by any person who is an employee, agent or invitee of Lessee, from any cause whatsoever while such person is in or on the property or in any way connected with the property or with any of the improvements or personal property on the property;
- b. Any work performed on the property or materials furnished to the property at the request of Lessee or any person or entity acting for or on behalf of Lessee.

11. Insurance.

- a. **Public Liability Insurance.** Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire term of this Lease a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the premises under this Lease.
- b. **Additional Insurance.** Lessee may carry at its own expense fire and extended coverage insurance (excluding earthquake insurance, which shall not be required).
- c. Lessor, its officers, agents, employees, and insureds shall be named additional insureds on insurance obtained by Lessee under this Lease. Proof of insurance shall be provided by Lessee to Lessor in a form approved by Lessor prior to occupancy and upon request at any time during the term of the Lease.

12. Assignment and Subleasing Prohibited. Lessee shall not assign this Lease or sublease the premises.

13. Miscellaneous. It is agreed between Lessee and Lessor that,

- a. Lessee shall hold Lessor harmless for any loss or damage which Lessee, its agents or employees may sustain, (i) from theft or burglary in or about the premises, by whomsoever committed; (ii) from interruptions in any service, from any cause whatsoever; (iii) from fire, water, rain, snow, steam, sewage, gas or odors, from any source whatsoever; (iv) from damage or injury not caused by negligence of Lessor.
- b. Lessee agrees that they will not allow rubbish to accumulate in any form on the premises used by them or around such facility used by them for the entire lease period. Lessee shall be responsible for a contract with a solid waste contractor for removal of rubbish and recycling from the site. Any cost for pick-up and disposal of solid waste and recycling shall be the responsibility of the Lessee. Dumpster locations must be approved by the Village of Reeseville.
- c. Lessee shall allow employees/contractors of the Lessor to enter the rented space for any purpose, including but not limited to, routine building maintenance.

- d. **Compliance with Laws.** At all times during the term of this Lease, Lessee, at Lessee's own cost and expense, shall: (i) Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the property or the improvements or facilities erected on the property by federal, state, county, local, or other governmental agency or entity; (2) Indemnify and hold Lessor and the property free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Lessee's failure to comply with and perform the requirements of this paragraph.

14. **Default.**

- a. The following shall constitute events of default under this Agreement: (i) Failure to pay the rental or utility bills when due; (ii) Failure to perform any provision contained in this Lease Agreement.
- b. In the event of Lessee's default, Lessor shall have the right (but not the obligation) to cure the default and charge the cost thereof to Lessee and/or terminate this Lease.

GENERAL PROVISIONS

15. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease is to be served on or given by either party to the other shall be in writing and shall be deemed duly served and given when delivered in person, overnight or express mail, or by United States mail, certified mail, return receipt requested, prepaid and addressed to such party as follows:

If to Lessor: Village of Reeseville
Attn: Village President
PO Box 273
Reeseville, WI 53579

If to Lessee: CLR Fire & Rescue
206 S. Main Street
PO Box 46
Reeseville, WI 53579

16. **Governing Law.** This Lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin, from time to time existing.
17. **Entire Agreement.** This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their understanding.
18. **Severable Provisions.** The provisions of this Lease are severable, and if one or more provisions are determined to be unenforceable, in full or part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.
19. **Binding Effect.** The terms of this Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

20. Singular, Plural and Gender. The singular and plural number and the masculine, feminine and neuter gender shall each include the other.

Dated this ____ day of _____, 20__.

VILLAGE OF REESEVILLE

Village President

ATTEST:

Village Clerk

Dated this ____ day of _____, 20__.

CLR FIRE & RESCUE GROUP

STATE OF WISCONSIN)
) ss.
COUNTY OF DODGE)

Personally came before me on this _____ day of _____, 2024, the above-named
_____ executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A

(Attach depiction and description of the portion of the
Reeseville property that is subject to the lease.)

