

RESOLUTION 2008-79

10-15-08

**RESOLUTION BY THE PUBLIC SAFETY AND HEALTH COMMITTEE
AUTHORIZING A LEASE AGREEMENT WITH THE VILLAGE OF MT.
PLEASANT IN REGARD TO CONSOLIDATED FIRE/EMS SERVICES**

WHEREAS, the Village of Sturtevant has authorized the execution of a contract with the Village of Mt. Pleasant, Contract For Consolidated Fire/EMS Services, which provides for consolidated Fire/EMS services for both villages; and

WHEREAS, said authorization was contingent on the review and approval of a lease agreement covering the use of the Sturtevant Fire Station by the consolidated department; and

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the lease agreement as set forth in exhibit A, which is attached hereto and incorporated herein, which provides for the use of the Sturtevant Fire Station by the South Shore Consolidated Fire/EMS Department is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 21ST day of October, 2008.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Hanstad, Village Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”), made and entered into as of the _____ day of _____, 2008, by and between the Village of Sturtevant, a municipal corporation, hereinafter referred to as “Landlord”, and the Village of Mt. Pleasant hereinafter referred to as “Tenant”,

WHEREAS, the Landlord owns the real estate depicted in Exhibit A attached hereto and incorporated herein and referred to herein as “Premises”, and

WHEREAS, Landlord and Tenant have entered into an Agreement titled “Contract For Consolidated Fire/EMS Services”, the terms of which obligate the Tenant to provide all necessary staff, equipment and supplies to operate the Fire/EMS Department, and to otherwise manage and control all operations of the South Shore Consolidated Fire/EMS Department.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **GENERAL LEASE PROVISIONS.**

Commencement Date:	12:00 a.m. January 1, 2009
Termination Date:	11:59 p.m. December 31, 2023
Lease Premises:	Sturtevant Fire Station 2801 89 th Street Sturtevant, WI
Landlord:	Village of Sturtevant 2801 89 th Street Sturtevant, Wisconsin 53177
Tenant:	Village of Mt. Pleasant 6126 Durand Ave. Racine, WI 53406
Use:	Municipal Fire Station and Emergency Services Facility
Annual Base Rent:	\$1.00
Exhibits:	Exhibit A - schematic layout of the leased premises

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises described in Section 1 for the term and upon the conditions set forth in this Lease. Tenant agrees to lease the Premises in an “as is” condition, without any representations or warranties of any kind from Landlord as to the condition of the property.

3. **ADDITIONAL TERMS.**

A. This lease shall automatically renew after the Termination date for additional 5 year terms unless either party terminates this lease by giving the other party at least 1 year notice of its intent to terminate the lease, either prior to the end of the initial term or prior to the end of any 5 year renewal term.

B. This lease may be terminated upon the Termination of the Contract for Consolidated Fire/EMS Services between Sturtevant and Mt. Pleasant whether that Contract is terminated by written agreement or for a failure to cure a breach.

4. **RENT.**

“Rent” Defined. For the purposes of this Lease, the term “Rent” shall include the Annual Base Rent and all Additional Rent due from Tenant to Landlord pursuant to this Lease.

(a) Base Rent. Tenant covenants and agrees to pay to Landlord on each anniversary date of the Commencement Date and at Landlord’s address, or at such other place designated by Landlord, without prior demand and without deduction or set-off, rent for the Premises consisting of the Annual Base Rent set forth in Section 1.

(b) Additional Rent Items. The Premises is exempt from general real estate and personal property taxes. However, if any part of the Premises becomes non-exempt from general real estate or personal property taxes, Tenant shall pay and be responsible for all taxes assessed or levied against the Premises.

(c) Utilities. If utilities are not separately metered, Landlord shall prorate the cost of utilities based on square footage dedicated to the Premises compared to the total square footage of the Village Municipal Building. This prorated charge shall be adjusted if and when additional square footage is added to the area dedicated to the South Shore Consolidated Fire/EMS Department.

(d) Additional rent charges shall be billed on a quarterly basis to Tenant and shall be a deduction on the quarter bill to Sturtevant for fire/EMS services.

5. **HOLDING OVER.**

Tenant shall indemnify and hold Landlord harmless against all liabilities and damages sustained by Landlord upon the Tenant retaining possession past the termination of the

lease date, including Landlord's reasonable attorneys' fees. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord available under this Lease or by applicable law.

6. **USE LIMITATIONS.**

(A) The Premises shall be used exclusively for those purposes set forth in Section 1 herein and for no other purpose. Tenant shall not do or permit anything to be done in or about the Premises or on the Property which in any way will obstruct or interfere with the rights of any other tenants or users of the Village Municipal Building, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or injure or tend to injure the reputation of the Property or otherwise violate any recorded covenant or use restriction affecting the Property. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste within, on or about the Premises, or on or about the Property.

(B) Landlord shall be allowed to utilize the training room in the Premises when such use will not conflict with Tenant's needs.

(C) Landlord shall be allowed to utilize agreed upon garage space in the Premises or at some other mutually agreed upon location for use of Landlord's mechanic to service Landlord's vehicles when such use does not conflict with Tenant's needs

7. **UTILITIES.** Tenant shall be responsible for arranging any and all new or modified utility services for the Premises which are in addition to those existing on January 1, 2009. Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or at the Premises, together with any taxes, penalties, surcharges or the like pertaining to the Tenant's use of the Premises, and all maintenance charges for such utilities pursuant to paragraph 4(b) 3. No discontinuance of any utility service shall relieve Tenant from performing any of its obligations under this Lease, and Landlord shall not be liable for any interruption or failure of utility service on the Premises. In the event that Tenant's disproportionate use of any form of energy should subject the Premises, the building, or Landlord to any cost, fee or tax, Tenant shall reimburse Landlord for the same. Tenant shall be responsible for establishing and paying for a separate phone system for the Fire/EMS department and shall further shall be responsible for paying for calls related to the Fire/EMS department.

8. **ALTERATIONS TO PREMISES.**

(A) Tenant shall be responsible for all costs associated with any construction, remodeling or modifications to the Premises that Tenant requires or deems necessary for the initial operation of the Consolidated Fire Department (i.e., construction remodeling or modification necessary to accommodate new operations upon transfer of its operations out of its existing Station #1 and into the Premises. No construction, remodeling or modifications shall occur without approval of Landlord, which approval shall not be

unreasonably withheld.

(B) Costs for alterations, remodeling and changes required after the initial operation of the Consolidated Fire Department shall be shared by the Tenant and Landlord utilizing the formula agreed to in the Contract for Consolidated Fire and EMS Services. These subsequent changes must be jointly approved by Mt. Pleasant and Sturtevant.

9. **NET LEASE.** Tenant's Rent to Landlord shall be absolutely net during the term of this Lease and Landlord shall receive all Rent and other payments due under this Lease free from any charges, assessments, expenses or deductions whatsoever. In no event shall there be any deduction of any nature whatsoever from the Rent due Landlord, and no defense, setoff or counterclaim shall be made against Rent in any proceeding for the collection of Rent, or otherwise for the enforcement of this Lease.

10. **MAINTENANCE OF PREMISES.**

(a) Tenant:

1. Repairs. Landlord shall at all times at Landlord's expense during the Lease Term, pay for and make all necessary structural repairs and replacements to the Premises including, but not limited to, the overhead doors, other doors, door checks, windows, window frames, roof interior and exterior (both structural and non-structural), fixtures, heating and air conditioning, water heaters, fixtures, electrical and sewage (to laterals and main sewer lines, as applicable) facilities of the Premises, and keep and maintain the same in good condition and repair in the same condition that the same are in at the Commencement Date, ordinary wear and tear excepted.

2. Maintenance. Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition, and in compliance with all statutes, laws, ordinances, rules and regulations of any governmental agency having jurisdiction over the Premises at the sole cost and expense of Tenant, including refuse collection for the Premises. Tenant shall be responsible, at Tenant's cost to keep and maintain all personal property, including but not limited to furniture, blinds, light bulbs, carpet cleaning, beds, chairs, appliances, and Tenant's computer and phone systems. Tenant shall be responsible, at Tenant's cost, for minor maintenance and repairs, any cosmetic remodeling, minor remodeling and painting.

(b) Landlord:

Landlord shall be responsible for prompt and proper lawn and general landscaping maintenance, asphalt repair and maintenance, snow and ice removal, weed control and grass cutting.

11. **COVENANTS OF TENANT.** Tenant agrees that it shall, at its sole expense:

- (a) Access. Give Landlord, its agents, employees, mortgagees and any other person or persons authorized by Landlord, access to the Premises at all reasonable times without charge or diminution of Rent, to enable them to examine the Premises and to make such repairs, additions and alterations as Landlord may deem advisable, or to enter, view, show and inspect the Premises, provided it is done, if possible, in a manner so as not to unduly interfere with the conduct of Tenant's business. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon or about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open such doors in an emergency in order to obtain entry. If Tenant changes the locks or security service or security codes to any doors or windows in the Premises, Tenant shall immediately provide Landlord with a key for each such new lock and the security service code(s). Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant. In the event Landlord needs access to any under floor duct, Landlord's liability for carpet replacement shall be limited to replacement of the piece removed to gain such access. All such work shall be done, so far as practicable, in such manner as to minimize interference with Tenant's use of the Premises.
- (b) Use. Not do or permit to be done any act or thing upon the Premises or the Property which will invalidate or be in conflict with a Certificate of Occupancy or the terms of the Wisconsin Standard Form of Fire or other insurance policies covering the Premises and the improvement and fixtures thereon.
- (c) Compliance with Laws. Comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities including, but not limited to, the Americans' With Disabilities Act and the Wisconsin Barrier-Free Design Act, and with any direction made pursuant to law of any public officer or officers, which shall, with respect to the use of the Premises or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's Use of the Premises or from conditions which have been created by or at the instance of Tenant or required by reason of a breach of any of Tenant's covenants or agreements hereunder.
- (d) Surrender of Premises. Tenant shall, on the last day of the Lease Term or any renewal term, on or earlier termination or forfeiture of this Lease, peaceably and quietly surrender and deliver the Premises to Landlord.
- (e) Taxes on Personal Property. Tenant shall, before delinquency, pay any and all taxes levied or assessed and which become payable during the term hereof upon

Tenant's equipment, furniture, fixtures and other personal property located on or about the Premises.

12. **ENVIRONMENTAL.**

- (a) Prior to Tenancy. Neither Landlord nor Tenant have conducted any inspections of the subject premises to determine whether there exists any contamination or hazardous condition associated with the premises relating to the presence or storage of any Hazardous substances or other materials. Landlord represents that it has no notice or knowledge of any contamination or hazardous condition associated with the premises. Landlord shall be solely responsible for any and all environmental claims arising out of the condition of the premises prior to the term of this Lease, and Landlord shall indemnify and hold harmless the Tenant, its officials, employees and agents from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the Lease Term and arising as result of any actions or inactions of Landlord prior to the tenancy.
- (b) Post Tenancy. During the term of this Lease, Tenant shall not cause or permit any hazardous substance to be used, stored, generated, or disposed of on, in, or about the Premises by Tenant (or Tenant's agents, employees, contractors or invitees) unless necessary for the proper operation of the Fire Department without first obtaining Landlord's written consent, which consent shall be in Landlord's sole discretion. If Hazardous substances are used, stored, generated, or disposed of on or in the Premises, the Building or the Property by Tenant (or Tenant's agents, employees, contractors or invitees), as may permitted above and then only in accordance with applicable permits and handling, use, and storage regulations, or if the Premises becomes contaminated in any manner, Tenant shall indemnify and hold harmless the Landlord, its officials, employees and agents from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Premises and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as result of the actions or inactions of Tenant (or Tenant's agents, employees, contractors, invitees or permitted subtenants). This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises or any clean-up, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant, its employees, agents, contractors, invitees, or permitted subtenants cause or permits the presence of any Hazardous substance on the Premises which results in contamination of any portion of the Premises, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous substance on the Premises. Tenant shall first obtain Landlord's written approval for any such remedial action. As used herein, "Hazardous substance" means any substance that is toxic, ignitable, reactive or

corrosive and that is regulated by any local government, the State of Wisconsin, or the United States government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous wastes," "extremely hazardous wastes," or a "hazardous substance" pursuant to state, federal or local governmental law.

13. **INSURANCE.**

(a) Tenant's Insurance

(i) Liability Insurance. Tenant shall, at Tenant's sole expense, during the entire Lease Term (including any extension terms as applicable), keep in full force and effect a policy of comprehensive general liability insurance with respect to the Premises in which the limit of liability shall be not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate.

(ii) Property Insurance. Landlord shall have no responsibility to insure against loss of Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises of the Property. Tenant hereby agrees that Tenant shall, at Tenant's option and Tenant's sole cost, insure against loss of Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises.

(iii) Requirements of Tenant's Insurance. All policies of insurance required to be carried by Tenant under this Lease shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a commercially reasonable deductible and a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. Such insurance may be furnished by Tenant under any blanket policy carried by it, or under a separate policy therefore. The insurance shall be with an insurance company authorized to do business in the State of Wisconsin and acceptable to Landlord, and written proof of enforceable evidence of insurance containing the terms required herein shall be delivered to Landlord prior to commencement of the Lease Term and upon renewals of same not less than thirty (30) days prior to the expiration of such coverage. Such policies shall also provide that no act or default of any person other than Landlord or its agent shall render the policy void as to Landlord or affect Landlord's right to recover thereon.

Landlord's Insurance.

The Parties recognize that the Premises are integrated into a larger structure currently housing the Sturtevant Village Hall and police facilities, collectively referred to herein as "Village Municipal Building." Landlord shall maintain property insurance

covering the Village Municipal Building in an amount not less than one hundred percent (100%) of the “replacement cost” thereof, insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief.

14. **DAMAGE OR DESTRUCTION.** In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, Landlord will consult with the Village of Mt. Pleasant to determine whether to diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) to the condition in which they existed immediately prior to such destruction or damage, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of Landlord. Notwithstanding the foregoing, if the Premises are damaged and Landlord determines, in its sole discretion, not to rebuild or repair the Premises, Landlord may terminate this Lease upon written notice thereof within one hundred twenty (120) days of the date of such damage, in which event this Lease shall terminate as of the date of such damage, the Additional Rent shall be adjusted to the date of such damage and Tenant shall there upon promptly vacate the Premises.

15. **INDEMNIFICATION; WAIVER.**

- (a) Waiver. To the fullest extent permitted by law, Tenant, its agents, employees, contractors, invitees and permitted subtenants hereby releases and waives all claims against Landlord and its respective agents and employees for injury or damage to person or property sustained in or about the Premises by Tenant, its agents, employees, contractors, invitees or permitted subtenants other than damage caused by the active negligence of Landlord and its respective agents or employees.
- (b) Indemnification. Tenant agrees to indemnify, defend and hold harmless Landlord and its respective agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys’ fees), including those arising from any injury or damage to any person (including death) or property (i) sustained in or about the Premises, (ii) resulting from the negligence or willful act of Tenant, its agents, employees, contractors, invitees or permitted subtenants, or (iii) resulting from the failure of Tenant to perform its obligations under this Lease; provided, however, Tenant’s obligations under this section shall not apply to injury or damage resulting from the negligence or willful act of Landlord or its respective agents or employees.

17. **ASSIGNMENT AND SUBLETTING.**

- (a) Assignment or Subletting. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage, or encumber this Lease, nor sublet the whole or any part of the Premises without first obtaining Landlord’s written

consent, which may be withheld in Landlord's sole discretion. No such assignment or subletting shall relieve Tenant of any liability under this Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity of consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

- (b) Assignee Obligations. Any assignee or subtenant approved by Landlord shall assume all obligations (including all use restrictions and covenants) of Tenant and shall be jointly and severally liable with Tenant for the payment of Rent and the performance of all terms, covenants and conditions contained in this Lease. In connection with any permitted sublease or assignment, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

18. DEFAULT BY TENANT AND RIGHTS OF LANDLORD.

- (a) Bankruptcy and Insolvency. If at the Commencement Date or at any time during the term of this Lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for liquidation, reorganization or involuntary dissolution or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors, this Lease, at the option of Landlord, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated and in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the same, and Landlord, in addition to the other rights and remedies Landlord has by virtue of this Lease or any statute or rule of law, may retain as security for its damages any Base Rent, Additional Rent, or monies received by Landlord from Tenant or others on behalf of Tenant.
- (b) Other Defaults. If Tenant either: (i) fails to pay any installment of Rent or other charges due hereunder when due; (ii) fails to perform any other non-monetary covenant, term, agreement or condition of this Lease within ten [10] days after notice from Landlord [provided, however, that if the nature of such non-monetary default is such that the same cannot reasonably be cured within such 10-day period, Tenant shall not be deemed in default if Tenant shall commence such cure within said 10 day period and thereafter diligently prosecutes the same to completion]; or (iii) vacates or abandons the Premises for a period in excess of ten [10] consecutive days; then, in any of such cases, Landlord, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, may, without process, immediately re-enter the Premises and remove all persons and property, and, at Landlord's option, terminate this Lease as to all

future rights of Tenant, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter. Tenant further agrees that in case of any such termination, Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Premises and putting the same in usable condition, costs of renting the Premises to another occupant (including rent concessions), loss or diminution of Rent and other damage which Landlord may incur by reason of such termination. Tenant hereby agrees to pay Landlord and to indemnify Landlord for all reasonable attorneys' fees and expenses incurred in enforcing any of the terms of this Lease or any other rights or remedies of Landlord. Neither acceptance of Rent or other charges by Landlord, with or without knowledge of breach or default, nor failure of Landlord to take action on account of any breach or default hereof or to enforce its rights hereunder shall be deemed a waiver of any breach or default, and absent specific written notice or consent to the contrary, said breach or default shall be a continuing one. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

- (c) Right of Landlord to Cure Defaults. If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms and provisions in any section of this Lease, or if Tenant shall fail to pay any sum of money, other than Base Rent and Additional Rent, required to be paid by Tenant hereunder, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations to make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease, remedy such default for the account and at the expense of Tenant, immediately and without notice in case of emergency, or in any other case only upon Tenant's failure to remedy such default within ten (10) days after Landlord shall have notified Tenant in writing of such default. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, Tenant shall pay to Landlord as Additional Rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is lower. In any event, Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this Lease as in the case of default by Tenant in the payment of Base Rent or Additional Rent.
- (d) Unpaid Sums. All delinquent Rent shall bear interest at the maximum rate permitted by law or 12% per annum, whichever is less, from the date due (prior to any grace period for payment) until paid.

19. **SUBORDINATION.** This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, are subject and subordinate to any underlying leases and the

liens of any mortgage or mortgages now or hereafter in force against the Premises and/or the land on which it sits, as well as to any and all zoning laws, ordinances and regulations, conditions and agreements affecting said real estate at any time, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such lease or mortgage as shall be requested by Landlord; provided, however, that this subordination and any such further instruments shall not, so long as Tenant is not in default in the performance of any of the terms, covenants and conditions of this Lease, terminate or modify this Lease or any of the rights of Tenant hereunder.

20. **SIGNAGE.** No sign shall be affixed to any portion of the Premises or the improvements thereon without obtaining Landlord's prior written consent, which consent may not be unreasonably withheld or delayed. Tenant hereby agrees to indemnify, defend and hold Landlord, its officials, agents, and employees harmless from any and all damages or liabilities (including third party claims) whatsoever arising out of or related to any sign placed or permitted on the Premises by Tenant including reasonable attorneys' fees.

21. **MISCELLANEOUS PROVISIONS.**

- (a) Headings. The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- (b) Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.
- (c) Non-waiver. Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of Base Rent or Additional Rent.
- (d) Entire Agreement. This Lease represents the full, final and complete expression of the parties and contains all covenants and agreements between Landlord and Tenant relating in any manner to the Base Rent, Additional Rent, Tenant's use and occupancy of the Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.
- (e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of Landlord and Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

- (f) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, additional Rent and other charges stipulated herein shall be deemed to be other than on account of the earliest stipulated Base Rent, Additional Rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent, Additional Rent and other charges or pursue any other remedy in this Lease.
- (g) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail as herein provided.
- (h) Force Majeure. Time periods or deadlines for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including, without limitation, labor disputes, embargoes, governmental restrictions or regulations, inclement weather and other acts of God, war or strike.
- (I) Covenant to Pay Rent. The covenant to pay rent is hereby declared to be an independent covenant on the part of Tenant to be kept and performed, and no offset thereto shall be permitted or allowed except as expressly set forth in this Lease.
- (j) Applicable Law. This Lease shall be governed by, and construed in accordance with, the Laws of the State of Wisconsin.
- (k)
- (l) Authority. Each party warrants and represents to the other party that each party is duly authorized to execute this Lease and bind Landlord and Tenant to the terms, conditions and provisions herein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed as of the day and year first above written.

Dated this ___ day of _____ 2008.

Dated this ___ day of _____ 2008.

Village of Sturtevant

Village of Mt. Pleasant

By: _____
Steve Jansen, Village President

By: _____
Carolyn A. Milkie, Village President

Attest: _____
Mary Hanstad, Village Clerk

By: _____
Juliet Edmands, Village Clerk

-  Village of Sturtevant Offices
-  Joint Dispatch, Shared Spaces
-  Sturtevant Police Department
-  South Shore Fire & Rescue

