

LEASE

THIS AGREEMENT is entered into this 4th day of August, 2001, between OZAUKEE COUNTY, with an address of 121 West Main Street, Port Washington, Wisconsin, hereafter referred to as "County," and the CITY OF CEDARBURG, with an address of W63 N645 Washington Avenue, Cedarburg, Wisconsin, hereafter referred to as "City."

Conditions of this lease are as follows:

1. Description. The County agrees to lease the following described property to the City for purposes of maintaining a public park known as "Willowbrooke Park,"

That part of the SE ¼ of Section 22 and the NE ¼ of Section 27, T10N, R21E, in the City of Cedarburg, Ozaukee County, Wisconsin bounded and described as follows: Commencing at the SE corner of Section 22, thence north 0° 28' 15" east, 443.40 feet; thence west 333.71 feet; thence south 16° 22' 38" east, 304.21 feet; thence east 163.30 feet; thence south 24° 15' 23" west, 307.48 feet; thence east 155.22 feet; thence north 0° 35' east, 146.50 feet to the point of beginning containing 2.77 acres.

2. Term. The term of this lease shall be for ten (10) years from August 4, 2001.

3. Consideration. The City shall pay to the County One Dollar (\$1.00) per year for each year this lease is in effect by payment of Ten Dollars (\$10.00) at the time of execution of this agreement. Additionally, the County allows the City to use this land for purposes of a public park during the term of this lease.

4. Maintenance. The City agrees to keep the above described land in reasonable and safe condition, including the cutting of grass and maintenance of roads plus grading and snow removal when necessary.

5. Indemnification. The City shall indemnify the County against any and all claims, demands, causes of action, suits or judgments, including expenses and attorney's fees, for death

or injuries to any persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by the City, the City's agents, the City's employees or any other person. The City will indemnify the County whether such injuries to persons or damage to property are due or claiming to be due to any negligence of the City, the County, their agents, employees or any other person.

6. Certificate of Insurance. The City agrees to annually file with the County Clerk a certificate of insurance indicating that the subject property is covered by liability insurance and that the County is named as an additionally insured in that policy in respect to the property which is the subject of this agreement.

7. Assignment. This agreement shall not be assignable nor any part of the property sublet by the City without the written consent of the County.

8. Termination. This lease may be terminated as follows:

a. If the City breaks any of the conditions of this lease or willfully or maliciously injures the premises or if the City does not maintain said premises in a reasonably good condition, the County may give the City notice to comply with the terms of this lease. The City shall after receiving that notice comply with such notice within ninety (90) days or take reasonable measures to correct the breach of this agreement or this lease shall be considered terminated, or

b. If the premises referred to herein is no longer maintained by the City on a non-profit basis such as in the event that the City or any of its assigns operates these premises on a profit making basis, the County may terminate this agreement, or

c. Either the City or County may terminate this agreement by giving the other party one hundred twenty (120) days written notice of the intent to terminate this agreement for any reason whatsoever.

d. The notices to be given under subsection a, b and c of this section shall be written and sent to the County Clerk or City Clerk as appropriate.

9. Renewal. The City may renew this lease for successive ten (10) year periods by giving written notice of intention to do so by filing that notice with the County Clerk at least thirty (30) days prior to the expiration of this lease or any extension of this lease upon the same terms and conditions contained in the original lease unless such terms or conditions have been changed by mutual agreement of the City and the County.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

OZAUKEE COUNTY

Dated: AUGUST 7, 2001

By Harold C. Dobberpuhl
Harold C. Dobberpuhl
County Clerk

CITY OF CEDARBURG

Dated: AUGUST 9, 2001

By James W. Coultts
James W. Coultts
Mayor

