

**AGREEMENT TERMINATING LAND LEASE FOR VETERANS
MEMORIAL AND TRANSFERRING ALL LEASEHOLD
IMPROVEMENTS TO THE CITY OF RICHLAND CENTER**

WHEREAS, the City of Richland Center (hereinafter alternatively referred to as "City") as Lessor and Richland County Veterans Honor Roll, Inc. (alternatively referred to herein as "RCVMHR") as Lessee did heretofore enter into an **AMENDED DEVELOPER'S AGREEMENT AND LAND LEASE FOR VETERANS MEMORIAL** made effective December 31, 2006;

AND WHEREAS, Richland County Veterans Honor Roll, Inc. has now completed construction of the veteran's honor roll project on a portion of the City Municipal Building grounds located at 450 South Main Street, Richland Center, WI, pursuant to said lease and desires to transfer the leasehold improvements on the heretofore leased property to the City of Richland Center and terminate the said land lease;

AND WHEREAS, the City of Richland Center has agreed to accept such transfer of the leasehold agreements and terminate the land lease on the terms set forth hereinbelow; now, therefore,

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. Transfer of Leasehold improvements to the City. The Richland County Veterans Honor Roll, Inc., does hereby transfer to the City of Richland Center title to all leasehold improvements heretofore installed by it on the City Municipal Building grounds hereafter described in Exhibit 1 (Legal Description) attached hereto and incorporated herein by reference.

2. Conditional Acceptance of Leasehold improvements by the City. The City of Richland Center does hereby accept title to all structures and other improvements comprising the veterans memorial (alternatively referred to herein as the veterans honor roll), subject to the conditions set forth herein.

3. Continued Existence of The Richland County Veterans Honor Roll, Inc. The Richland County Veterans Honor Roll, Inc., may continue in existence and shall be permitted to continue to add names to the honor roll and to collect fees to defray the cost of such addition of names. Notwithstanding the foregoing, no additional structures not existing at the execution of this Agreement shall be placed on the property without the advance consent of the City Council. The Richland County Veterans Honor Roll, Inc. shall not expend any funds currently held by it or in the future received by it for any purpose other than adding names to the honor roll or for repairs to the honor roll structures.

4. Permitted Alterations to the Monument Site. The RCVMHR shall have the right to

alter the northwest corner adjacent to the Peace Monument by adding internal steps and appropriate safety hand rails. The Richland County Veterans Honor Roll, Inc. will bear all costs of such alterations and shall be responsible for assuring that all such alterations are made in compliance with the Americans with Disabilities Act and all other applicable laws.

5. Responsibility for Future Repairs. In the event that the structures and other improvements comprising the veterans memorial should in the future become in need of maintenance-type repairs, if the Richland County Veterans Honor Roll, Inc. is still in existence it shall be responsible for the cost of such repairs, either out of their funds on hand or by soliciting donations to defray the cost thereof. The Richland County Veterans Honor Roll, Inc. agrees to actively solicit funds to defray the cost of any such needed repairs.

6. Insurance. The City will bear the cost of liability insurance coverage on the memorial. The City will also bear the cost of insurance coverage for casualty losses or damage to the memorial.

7. Adding Additional Names to the Memorial. The Richland County Veterans Honor Roll, Inc. will continue to collect and collate names to be added to the existing memorials. They will handle and coordinate the payments for added names and the placement of names on the memorial by appropriate subcontractors.

8. Flags. So long as The Richland County Veterans Honor Roll, Inc. continues to exist, it assumes responsibility for continuing to keep the 13 flags flying at the memorial, on a schedule set by the RCVHR.

9. Cessation of Existence of Richland County Veterans Honor Roll, Inc. In the event that the Richland County Veterans Honor Roll, Inc. ceases to exist it shall transfer all of its funds which have not been expended on the veterans honor roll to the City of Richland Center for the City's use in insuring and maintaining the veterans honor roll.


Execution of this Agreement shall constitute a mutually-agreed termination of the **AMENDED DEVELOPER'S AGREEMENT AND LAND LEASE FOR VETERANS MEMORIAL** made effective December 31, 2006, upon and subject to the terms set forth herein.

Dated effective the 28th day of March, 2016, nunc pro tunc.

City of Richland Center, Lessor, By:



Paul F. Corcoran, Mayor

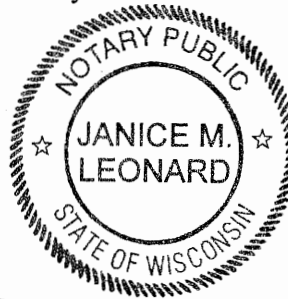

Melinda D. Jones, Clerk

State of Wisconsin)
(ss.
County of Richland)

Personally came before me this 28th day of March, 2016, the above named Paul F. Corcoran, Mayor, and Melinda D. Jones, Clerk, respectively, of the City of Richland Center, to me known to be such officers and to me known to be the persons who executed the foregoing instrument and acknowledged the same as the act of the City of Richland Center.

Janice M. Leonard

Notary Public
Richland County, Wisconsin
My commission expires: 9-28-18



Richland County Veterans Honor Roll, Inc., Lessee, By:

Patricia A. Greeley
Patricia A. Greeley, President

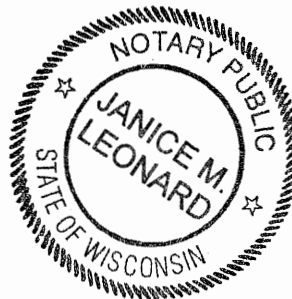
Leonard W. Frye
Leonard W. Frye, Vice President

State of Wisconsin)
(ss.
County of Richland)

Personally came before me this 29th day of March, 2016, the above named Patricia A. Greeley, President, and Leonard W. Frye, Vice President, respectively, of Richland County Veterans Honor Roll, Inc., to me known to be such officers and to me known to be the persons who executed the foregoing instrument and acknowledges the same as the act of Richland County Veterans Honor Roll, Inc.

Janice M. Leonard

Notary Public
Richland County, Wisconsin
My commission expires: 9-28-18



This instrument was drafted by City Atty. James J. Robb

EXHIBIT 1

All that part of Lot Two (2), Block 51, Haseltine's Addition, Second Plat, a part of Kinder Street and a part of Tract 47, Assessor's Plat, being located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-one (21), Town Ten (10) North, Range One (1) East, City of Richland Center, Wisconsin, bounded and described as follows:

Commencing at the Northwest Corner of Block 69, Haseltine's Addition, Second Plat to the City of Richland Center;

Thence North 51° 37' 29" West, 456.28 feet to an iron pipe situated on the Easterly Right-of-Way of United States Highway "14", per Right-of-Way Project Number 1643-06-22, the Point of Beginning;

Thence South 20° 56' 30" East, 10.74 feet along said right-of way;

Thence South 88° 48' 52" East, 32.73 feet;

Thence North 00° 04' 55" West, 97.29 feet to an iron pipe;

Thence North 88° 48' 52" West, 77.69 feet to an iron pipe on said right-of way;

Thence South 25° 03' 58" East, 97.36 feet along said right-of way to the Point of Beginning.

The above described parcel contains 4,986 square feet or 0.114 acre.