

LEASE AGREEMENT

BETWEEN

CITY OF SHEBOYGAN

AND

SHEBOYGAN COUNTY CONSERVATION ASSOCIATION

This Lease Agreement (Agreement) is made and entered into as of the ____ day of _____, 2025, between the City of Sheboygan, Wisconsin, a municipal corporation (“City”) and Sheboygan County Conservation Association, a Wisconsin non-stock corporation (“Association”).

RECITALS

WHEREAS, the Association has operated a pheasant farm at the Premises described in Exhibit A since approximately 1985 pursuant to a Lease Agreement with the City; and

WHEREAS, the Association wishes to continue its operations pursuant to a new Lease Agreement and the City agrees that doing so is appropriate.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM. City leases to Association the Premises described in Exhibit A, attached hereto, effective the date of Agreement execution and expiring December 31, 2026. Association’s right to Premises during the Term of this Agreement is not exclusive. The City may enter upon the Premises at all reasonable hours for purposes that are necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. When possible, City shall provide Association advance notice of its intent to enter upon the Premises so as to minimize any disruption to Association’s activities.

2. RENT & EXPENSES. Association shall pay the City \$1.00 rent within thirty days of Agreement execution. Association shall be solely responsible for any utility costs associated with the Premises except that water service to the Premises shall be provided by the City at no cost.

3. PURPOSE AND USE. The Premises may be used as a non-commercial game farm suitable for the propagation of pheasants as approved by the Wisconsin Department of Natural Resources. Association shall comply with all applicable laws and regulations in its occupation and use of the Premises. Association shall not utilize the Premises for any other purpose without the City’s advance written consent.

4. IMPROVEMENTS. Association shall not make any improvements to the Premises without the City’s advance written consent except that Association may make such improvements to existing structures as is necessary for maintenance. Such improvements shall be solely at Association expense. All fixtures and improvements shall be removed from the Premises by April 1, 2027.

Any fixture or improvement thereafter left at the Premises shall be deemed abandoned and the City may dispose of same as appropriate. Should the City incur expense in disposing of Association's abandoned property, the City shall submit an invoice for costs incurred to Association and Association agrees to pay same within thirty days of receipt. Association shall not erect any signs upon the Premises without the City's advance written consent.

5. STATUS OF PROPERTY. Association has examined the Premises and accepts it in as-is condition. Association will maintain the Premises in safe and good order consistent with its permitted use.

6. EXPIRATION & TERMINATION. Upon expiration of this Agreement, Association understands that it is not entitled to any relocation costs, assistance, or payments of any kind. Upon expiration or termination of this Agreement, shall surrender possession peaceably. City may terminate this Agreement for cause if Association fails to perform as set forth herein when such failure is not remedied within thirty days after written notice of default provided to Association by City via first class mail.

7. LIENS. During the term of this Agreement, or any extensions thereof, Association shall not suffer nor permit any liens to be filed against the interest of the City in the Premises, and nothing in this Agreement shall be deemed or construed in any way as constituting the City's express or implied consent to any contractor, subcontractor, laborer, materialman, or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration, or repair to the Premises or any part thereof. The City may demand, and Association shall comply with all reasonable demands, of evidence of payment or financing of all claims for materials and labor furnished for any improvement or alteration to the Premises.

8. NO ASSIGNMENT. Association shall not assign or sublet this Agreement or any interest therein without the City's advance written consent. Association shall not mortgage, pledge, or hypothecate this Lease Agreement or any interest herein.

9. INSURANCE. Association shall be responsible for maintaining insurance adequate to protect its assets and shall maintain liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such liability policy shall identify "The City of Sheboygan" as additional insured, shall be primary and noncontributory to any insurance or self-insurance carried by the City, and shall afford the City at least thirty days' notice prior to any cancellation, modification, or nonrenewal. Association's insurance shall be placed with a responsible insurance company authorized to do business in the State of Wisconsin and shall be in a form commensurate with industry standards for Associations' use of the Premises.

10. INDEMNIFICATION. To the extent authorized by law, Association agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest,

defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, or claimed or alleged to be caused, occasions, or contributed to in whole or in part, by any act, omission, fault, or negligence, whether active or passive of Association or its agents or anyone acting under its direction or control or on behalf arising out of, or in connection with, or relating to this Agreement. Association's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers.

Nothing in this Agreement shall be construed as the City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

11. NOTICE. Except as otherwise provided by this Agreement, any notice required by this Agreement, or which either party desires to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

Sheboygan County Conservation Assn.

P.O. Box 522

Sheboygan, WI 53082

This Provision shall not be construed as limiting routine business communications between the Parties.

12. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any party hereto but the obligation of such party with respect to such future performance shall continue in full force and effect.

13. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

14. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that Association provides the City prompt written notice of such delay and the reasons therefor and further provided that Association acts with due diligence to cure such defect or defects promptly.

15. DISPUTE RESOLUTION. The Parties agree to first utilize good faith negotiation to resolve any dispute arising under this Agreement. Should such negotiation fail to resolve the dispute, the parties may, upon mutual agreement, attempt to resolve the dispute via mediation. Alternatively, such dispute shall be resolved in Sheboygan County Circuit Court.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF SHEBOYGAN

SHEBOYGAN COUNTY CONSERVATION ASSN.

By: _____

Ryan Sorenson, Mayor

By: _____

Josh McDole, President

By: _____

Meredith DeBruin, City Clerk

Leased Premises

