

LEASE AGREEMENT

This Lease Agreement (the “**Lease**”) is entered by and between HARRY E and MARY S. GIBSON, ARNATT, GIBSON ETAL (“**Lessor**”) and THE CITY OF WATERTOWN, a Wisconsin Municipal Corporation (“**Lessee**”) as of the date last signatory hereto executes same.

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee, upon the terms and conditions hereinafter set forth, a certain parcel of real property owned by Lessor, located in the City of Watertown, County of Jefferson, Wisconsin, described on **Exhibit “A”** attached hereto and incorporated by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **The Property.** Lessor agrees to lease to Lessee, any and all parts of the property (the “Property”) as described under Exhibit “A” owned by Lessor. Lessor makes no representations or warranties whatsoever as to the condition of the Property or its suitability for residential or any other purpose and Lessee accepts the Property “**AS-IS WITH NO EXPRESS OR IMPLIED WARRANTIES**” at the Commencement Date of this Lease or at any other time thereafter.

2. **Rent.** Lessee shall pay Lessor one dollar and zero cents (\$1.00).

3. **Permitted Uses.** Lessee shall use the Property only for the Watertown Park and Recreation Department’s Kart Park program and in conformity with applicable zoning and local governmental regulations or controls. Lessor shall retain a superior right at all times to regulate the manner of the continued use of the property to the extent necessary to protect Lessor’s interests in its contemplated use for property. Any non-conformity by Lessee relative to the foregoing exercise of rights shall be cause for termination hereunder.

4. **Commencement Date and Term.** The tenancy under this Lease shall commence effective **May 15, 2023** through **August 31, 2023** unless terminated in writing upon thirty (30) days notice to the non-terminating party pursuant to this Lease.

5. **Assignment of Leases.** Lessee understands and represents under this Lease that the only parties leasing of property are THE CITY OF WATERTOWN. This Lease Agreement prohibits the assigning, subcontracting, or subleasing of the Property to third parties. The Lease shall be exclusively personal to THE CITY OF WATERTOWN and shall not run with the land. No other leases affect the Property at this time. All assignment, subcontracting or subleasing the Property to third parties is prohibited.

6. **Indemnification.** Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney’s fees, arising from any act, omission or negligence of Lessee or his contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or about the Property. Lessor shall not be liable for any casualty, fire, general or other form of loss or damage to person or property sustained by Lessee, or other persons, which may be caused by any other person or entity, by theft, or by vandalism, or by any act or neglect of any other person or entity, or by any other cause of whatsoever nature.

7. **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered by a national courier service such as Federal Express or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Lessor:
HARRY E. AND MARY S. GIBSON
N9634 Boje Court
Watertown, WI 53094

If to Lessee:
KRISTINE BUTTERIS
Director of Parks & Recreation
CITY OF WATERTOWN
514 South First Street
Watertown, WI 53094
Tel (920) 262-8082
kbutteris@watertownwi.gov

With a copy to:
STEVEN CHESEBRO
City Attorney
CITY OF WATERTOWN
106 Jones Street
Watertown, WI 53094
Tel (920) 262-4033
scheseboro@watertownwi.gov

or to such other address as any party may from time to time designate by notice in writing to the other parties delivered in accordance with this Section. Any such notice if mailed as provided herein shall be deemed to have been given or served on the date mailed and shall be deemed to have been received upon the expiration of two (2) business days after the date of mailing or upon actual receipt by the receiving party. Any notice delivered by courier shall be deemed to have been given or served upon the party to whom delivered upon the delivery date. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

8. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

9. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver, or discharge is sought.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR:

BY: _____
Harry E. Gibson, Manager of the Property

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

LESSEE: CITY OF WATERTOWN, a Wisconsin Municipal Corporation

BY: _____
Emily McFarland, Mayor

Acceptance

Agreement executed and accepted this ____ day of _____ 2023.

[END OF DOCUMENT]

This instrument drafted by:
Steven Chesebro
City Attorney
WI State Bar No. 1074496

EXHIBIT “A”

The Property

The highlighted portion in red on the attached map of parcel.

Parcel Number: 291-0815-0311-020

Parcel Address: 1149 Boughton Street, Watertown, WI 53094

Brief Legal Description:

Lot 3, CSM 4644-24-007, Doc 1159001. Also and subject to esmt in Doc 1337775.