

LEASE AGREEMENT

This lease agreement made and entered into this 25th day of May, 2008, by and between the City of Whitewater, a municipal corporation acting by and through its duly constituted officers hereinafter referred to as the Lessor, and the Whitewater Historical Society, Inc., acting through its duly constituted officers hereinafter referred to as the Lessee.

Whereas, the Lessor is a municipal corporation owning certain real estate known as the railroad depot building and the stone stable building, and

Whereas, the Lessee is a non-profit corporation dedicated to the preservation of community history, and

Whereas, the Lessee desires to lease from the Lessor the railroad depot building and the stone stable building, and

Whereas, Lessor deems it advantageous to the community to grant and lease to the Lessee said railroad depot building and the stone stable building, together with the rights, licenses, and privileges as herein set forth, now, therefore,

1. **Premises.** Lessor in consideration of the compensation and covenants and agreements set forth herein to be kept and performed by Lessee, does hereby demise and lease onto Lessee upon the conditions hereinafter set forth, all of which Lessee accepts, the railroad depot building, located at the intersection of Whitewater Street and Fremont Street, in the City of Whitewater, Wisconsin, said property being more particularly described as follows:

Commencing at the intersection of the southerly line of Whitewater Street and the westerly line of Fremont Street (formerly Depot Street) said point being the northerly corner of Block 6 Depot block of Tripp's Addition to the Village (now city) of Whitewater, Walworth County, Wisconsin also the Place of beginning of the lands herinafter described to-wit: Thence S38 45'40" E 100.57 feet, thence S 50 23'40" W 109.97 feet; thence N 38 45'40" W 104.99 feet to the southerly line of Whitewater Street; thence N 52 42' E along said Street line 110.00 feet to the Place of Beginning. Containing 11,302 square feet of land, more or less.

For the purposes of operating a museum, open for public use, to the citizens of the City of Whitewater and other interested persons.

And, the Lessor in consideration of the compensation and covenants and agreements set forth herein to be kept and performed by Lessee, does hereby demise and lease onto Lessee upon the conditions hereinafter set forth, all of which Lessee accepts, the stone stable building (building only), located at 403 W. Whitewater Street, in the City of Whitewater, Wisconsin, and ingress and egress for the general public to the Stone Stable building from City property to the building.

For the purposes of interpreting the historic structure and using it as deemed appropriate by the Lessee as an auxiliary exhibition and programming space, open for public use whenever feasible, to the citizens of the City of Whitewater and other interested persons.

2. **Term.** The term of this lease shall commence on [May 20, 2008] and terminate on [May 20, 2072], provided that said lease shall lapse if the Whitewater Historical Society, Inc. ceases to exist or use the premises for purposes set forth herein, in which case the demised premises shall revert to the City of Whitewater upon 30 days written notice as provided herein.
3. **Rent.** It is understood and agreed that no rental payments shall be made by Lessee to Lessor, provided however that Lessee shall pay for gas and electric utilities used in said premises.
4. **Maintenance and Repair.** In addition, thereto, the Lessee shall take care of all custodial duties and pay one-half of all building maintenance and repair costs. Maintenance and repairs are herein described as work necessary to preserve the everyday functionality of the buildings such as re-roofing, painting, plumbing work, and furnace repair and/or replacement, etc.; Lessor shall be responsible for maintenance of grounds surrounding the railroad depot building and the stone stable, such as snow removal, grass cutting and shrubbery tending, etc.
5. **Improvements.** The Lessee shall be responsible for one-half of all costs related to any major improvements to the premises and accepts the premises as is. Major improvements are herein described as upgrades to the existing facilities such as a new addition, rewiring, internet and WiFi access, new bathroom facilities, permanent outdoor signage, etc. Any major improvement shall be subject to all applicable municipal ordinances, and the approval of the Lessor. It is expressly agreed and understood that Lessor shall pay one-half (1/2) of the cost of any such improvements and all such improvements shall become the City of Whitewater's property should this lease be terminated or expire pursuant to its terms.
6. **Management.** Lessee shall appoint a manager to supervise and control the operation of the facilities, it being understood and agreed that the railroad depot building shall be used as a museum only, and the stone stable building shall be interpreted as an historic structure and used as deemed appropriate by the Lessee as an auxiliary programming and

exhibition space only. The Lessee shall be responsible for the proper supervision of the facilities including appointing agents to maintain supervision of the premises whenever the facilities are open in order to maintain proper security and to safeguard the premises.

7. Indemnity. The Lessee does hereby covenant and agree to indemnify and save harmless the Lessor from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its affairs hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Lessee shall purchase and furnish a policy copy to Lessor a liability insurance policy with liability policy limits of at least \$100,000 and shall have the City of Whitewater named as an additional insured on said policy. All premiums shall be paid by the Lessee.

8. Assignment and Subletting. The Lessee shall not assign, transfer, sublet, pledge, surrender or otherwise encumber or dispose of this lease or any lease therein; or permit any person or persons, company, or corporation to occupy the premises without the written consent of the Lessor.
9. Fire Insurance, Damage or Destruction of the Premises. The Lessor shall keep in force and effect, a policy of fire and casualty insurance on the demised premises. In the event the demised premises or a part thereof shall be damaged or destroyed by fire or other casualty, the Lessor shall apply insurance proceeds to restoration of the buildings unless restoration costs shall exceed insurance proceeds by \$500.00, in which case the City shall not be obligated to repair the same.
10. Redelivery. Lessee will make no unlawful or offensive use of the said premises and will at the expiration of the term hereof or upon any proper termination thereof, without notice, quit and deliver up said premises to the Lessor peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted.
11. Holding Over. In the event Lessee shall hold over and remain in possession of the premises herein leased after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall only create a tenancy from month to month which may be terminated at any time by the Lessor at any time.
12. Notices. Notices to Lessor provided herein shall be sufficient by certified mail postage pre-paid addressed to the City Manager, City Hall, 312 West Whitewater Street, Whitewater, Wisconsin; and notices to Lessee if sent by registered mail, postage pre-paid, addressed to the Whitewater Historical Society, Inc., c/o Ellen S. Penwell, President, 417 N. Fremont Street, Whitewater, Wisconsin or her successor at such address as is provided by said successor. The Lessee shall provide the Lessor with the name and address of any successor within 10 days for purposes of notice.

13. Railroad Lease. It is expressly understood by and between the parties hereto that a portion of the demised premises overhangs the boundary line of the premises owned by the Lessor as described hereinbefore, and that said overhang is subject to Lease No 78927, a copy annexed hereto and Lessee fully agrees to be bound by the terms of said lease insofar as the lessor is bound with respect to occupancy of that portion of the premises and Lessor agrees to sub-let said portion of the premises to Lessee as part of this agreement and without further consideration.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly constituted officers:

CITY OF WHITEWATER

By: Kevin Brunner Date 5/20/08
Kevin Brunner, City Manager

By: Michele R. Smith Date 5-20-08
Michele R. Smith, City Clerk

WHITEWATER HISTORICAL SOCIETY

By: Ellen S. Penwell Date 6-12-08
Ellen S. Penwell, President

By: _____ Date _____