

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the Lessor, and

Name: _____ Mailing address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email address: _____

hereinafter referred to as the **Lessee**.

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial District located at 795 Airport Drive in the Town of La Pointe, Ashland County, Wisconsin;

WHEREAS, Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for uses permitted in the LI-1 District of the Town of La Pointe Zoning Ordinance;

WHEREAS, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the Zoning Ordinance.

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term stated in Section 1.

- 1. TERM.** Lot # _____. The term of this lease shall be for a maximum period of ten (10) years, commencing on _____ and ending on December 31, 20____. If not renewing the lease, Lessee can request an extension of the current lease of up to 120 days from the end of lease if the request is made prior to the termination date. If Lessee requests an extension, Lessee shall pay fifty percent (50%) of the rental charge stated in Section 2.
- 2. RATE.** The Lessee agrees to pay the rental charge per lot for the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.

3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial District. Despite the lack of any such obligation, the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
- B. The Lessor will provide the site; the site is leased “as is.” Proper drainage is a problem at the Light Industrial District and the Lessor makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- C. Location of buried utilities is the responsibility of the Lessee.
- D. All metered service charges are the responsibility of the Lessee.
- E. The Lessor reserves the right to approve the style, color, and size of any structures erected on the premise. New structures will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
- F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Public Works Director. Lessee will obtain all necessary permits.
- G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed, in consideration of the agreements herein contained, at the expiration or termination of this lease agreement, unless the Lessor provides written permission to the contrary, Lessee shall remove buildings and any equipment, structures, attachments and debris hereto from Lessor’s property. Lessee shall remove items within thirty (30) days of the end of the lease. Lessee shall restore Lessor’s property to its original condition.

4. **ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part, nor sublet the premises or any part thereof, without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee’s liability under this lease.

5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin, and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessor may make changes in the rules but shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective. Within thirty (30) days of the effective date of any rules change, the Lessee may terminate the lease if a change negates the ability of the Lessee to utilize the premises as intended. Upon such voluntary termination, the Lessee shall vacate the premises under the terms of Section 11A.

- C. The Lessee is advised that the leased property is adjacent to Major Gilbert Airport and, as such, is in a noise-impacted area; that present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.
 - D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
 - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.
- 6. HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.
- 7. CERTIFICATE OF INSURANCE.**
- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
 - B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
 - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

8. LIABILITY. Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. MAINTENANCE AND PROTECTION

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine that the premises requires upkeep under terms of the Zoning Ordinance (Town of La Pointe), the Lessor may request that the area be surrounded by a fence, wall or other adequate screening to shield said area from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures or items owned by the Lessee, the Lessee shall promptly repair, replace, or remove damaged items and restore the leased area. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the operational areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.
- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.
- I. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove all structures, appurtenances, and items thereto belonging to the Lessee, or the property shall be considered abandoned. During the thirty (30) days allowed Lessee to

remove items at either the normal end or termination of the lease, the Lessee will continue to pay prorated rent.

- B. If the Lessee shall leave any property on the premises for more than thirty (30) days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary. This is in addition to any other remedy Lessor has available under Wisconsin law.
- D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.

11. LEASE EXPIRATION. In consideration of the agreements contained herein, at the expiration of this lease agreement, on or before December 31, 20____, Lessee at his/her option shall elect either of the following:

- A. To remove any structures and property hereto from the leased lot. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of structures and property, and restoration of the lot, shall occur within sixty (60) days, during which time the Lessee shall continue to pay prorated rent.
- B. To request a new lease agreement for an additional period of up to ten (10) years on substantially similar terms for rental of the lot.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

TOWN OF LA POINTE, Lessor

By: _____

By: _____

Town Chairperson

Date: _____

Date: _____

Attest: _____

Town Clerk