

# **Madeline Island Airport Industrial Zone Lot Lease**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of 20 \_\_\_\_, by and between the Town of LaPointe, in Ashland County, Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, of the Town Hall, P.O. Box 270, LaPointe, Wisconsin 54850, hereinafter referred to as the Lessor and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Lessee.

## **WITNESSETH:**

**WHEREAS**, Lessor owns and operates a Light Industrial Zone located at the Madeline Island Airport in the Town of LaPointe, Ashland County, Wisconsin, 54850 and said Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for the permitted uses including but not limited to:

1. Storage Yards
2. Warehouses
3. Transportation Facilities
4. Fuel Storage
5. Light Industrial Establishments
6. Contracting and Building Storage and Services
7. Public Service Utilities
8. Public Utilities
9. Auto Service and supply Facility

**WHEREAS**, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the La Pointe Zoning Ordinance, listing permitted and conditional uses for that zone.

**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 premise(s) 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 of this lease.

The term of this lease shall be for a period of ten (10) years commencing on January 1, 20 \_\_\_\_ and ending December 31, \_\_\_\_

The Lessee shall pay \$750.00 per year per lot for the leased premises, payable to the Lessor at its Town Hall, at the time of the lease execution and on the first of the year thereafter. In addition, the lessee shall pay the annual personal property taxes pertaining thereto as they become due and payable. It is understood and agreed that the lease charges shall be increased annually by the CPI (based upon WI DOR statement dated November 1<sup>st</sup> of each year) and that the amount of the annual percentage increase shall be subject to re-examination and readjustment at the end of each ten (10) year period.

Lessor will have no obligation to do site preparation for any lot in the LZ light industrial zone. 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.

Lessee shall not assign this lease in whole or in part nor sublet the premise 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 the Lessee's liability under this lease.

Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities. Lessee agrees to obey all laws, regulations and ordinances of the Town of LaPointe, Ashland County, the State of Wisconsin and the United States of America. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease.

The Lessor reserves the right to approve the style, color, and size of any buildings erected on the premise. New buildings constructed will be required to proceed through the normal steps of obtaining a building permit as required by the Town of LaPointe, County of Ashland, and State of Wisconsin, and any other government agency requirements. Minimum setback requirements shall be complied with according to the dimensional requirements set forth by the Town of LaPointe, County of Ashland, and any other government agency.

Lessee will obtain all necessary land use and building permits. Appurtenant locations for such things as propane tanks, wells and holding tanks shall be approved by the town foreman.

Lessee shall protect, defend, indemnify and hold Lessor and all of the Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and 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 persons happening on 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.

Lessor will have no legal responsibility for damages caused to anyone by drainage or soil issues. There are drainage issues on some of these sites and Lessee accepts his lot or lots as is.

Location of underground utilities is a lessee responsibility.

Lessee will be assigned the lowest numbered unleased lot.

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 premises 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. 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.

The Lessee shall, at Lessee's expense, insure said premise and/or buildings against fire, wind, hail, and liability, and a copy of the policy shall be mailed to the Town Clerk of Lessor on each renewal date. The Lessee shall maintain 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 limits of at least \$100,000.00 and a liability coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Lessor agrees to extend to the Lessee the same fire and police protection as other residents in the Town of LaPointe. Lessor makes no representations or warranties as to the effectiveness of such protection. A copy of this policy will be provided to the town clerk on each renewal date of the policy.

The Lessee will maintain the structures occupied by him and the surrounding land premises in good order and make such repairs as necessary. Should Lessor determine the area to be offensive the Lessor may request that the area be surrounded by a fence or wall to keep said area screened from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

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.

Lessor agrees to remove snow from roadways in a suitable time after a snowfall. Lessor will have no liability for damages under any legal theory for doing or not doing any maintenance.

The Lessor has 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.

Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed then in consideration of the agreements herein contained, at the termination of this lease agreement, on or before \_\_\_\_\_ 20\_\_\_\_\_, Lessee at its option shall have the right to elect either of the following:

1. To remove buildings and any equipment and attachments hereto, from Lessor's property. Any removal, including removal of all

- debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition.
2. To renew this original lease agreement or to enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property that the Lessee currently leases.
  3. If the building is removed it shall be done within sixty (60) days of the end of the lease. If the building is not removed by the end of the lease period Lessee shall be responsible for another one (1) year rental payment.

Failure on the part of the Lessee, with the exception of the death 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 reenter and take possession of the premises. In such event, the Lessee shall have thirty (30) days to remove the building and all appurtenances thereto belonging to the lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has under Wisconsin law.

If the lessee shall leave any property on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.

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.

The Lessee is advised that the subject property is located at the Madeline Island Airport in a noise-impacted area; that these 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 variations, 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.

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.

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.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first herein written.

**TOWN OF LaPOINTE, LESSOR**

**By:** \_\_\_\_\_  
**Town Chairperson**

**ATTEST:** \_\_\_\_\_  
**Town Clerk**

**BY:** \_\_\_\_\_  
**Lessee**

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the previously named Lessee \_\_\_\_\_ known to be the person who executed the foregoing instrument and acknowledge the same.

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**NOTARY PUBLIC**

My commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF WISCONSIN)**

**COUNTY OF** \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the Town Board Chairman and the Town Clerk for the Town of LaPointe \_\_\_\_\_ and \_\_\_\_\_ known to be the persons who executed the foregoing instrument and acknowledge the same.

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**NOTARY PUBLIC**

My commission expires \_\_\_\_\_