

LEASE AGREEMENT

This agreement entered into by and between Barron County, a municipal corporation of the State of Wisconsin, hereafter called the Landlord, and the Barron County Historical Society, a non-stock, non-profit corporation of Barron County, Wisconsin, hereafter called the Tenant, Witnesseth:

WHEREAS the Landlord is the owner of certain real property located in the Town of Stanley in Barron County, Wisconsin, which land is referred to as the "Game Farm" and which land is more particularly described hereafter, and

WHEREAS the Tenant desires to lease said property from the Landlord for use as a historical site and related purposes, and

WHEREAS the parties have agreed to the terms and conditions of such lease, as hereafter set forth,

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

(1) Description of Property: The Landlord leases to the Tenant the following described property located in Barron County, Wisconsin:

A parcel of land located in the West half of the Northeast quarter of Section 30, Township 34 North, Range 11 West, Barron County, Wisconsin. More particularly described as follows: Commencing at the Northeast corner of Section 30, Township 34, North, Range 11 West, thence West on the North line of said Section 30 a distance of 1318.5 feet to the East 1/8 line, thence South on the said 1/8 line a distance of 551 feet to a point on the Soo Line Right of Way 50 feet South of the center of Track; the point of beginning, thence South on the said East 1/8 line a distance of 1484 feet to the North Right of Way line of U. S. Highway (8) 50 feet North of the center of highway, thence Southwesterly on the arc of a 3 degree curve a distance of 202.7 feet, thence South $75^{\circ} 35'$ West parallel to and adjacent to the said North Right of Way line of U. S. Highway (8) a distance of 676.0 feet, thence North parallel to the said East 1/8 line a distance of 1588.8 feet to the said South Right of Way of Soo Line Railroad, thence North 8° East a distance of 859 feet to point of beginning.

Subject to highways and easements of record.

(2) Term: The lease term shall be for the period of Ninety-nine (99) years, commencing with the 1st day of May, 1975.

(3) Consideration: The Tenant agrees to reimburse the Landlord for its out-of-pocket costs for whatever insurance costs are incurred for the site each year. Said payments to be made annually upon billing from the Landlord.

(4) Maintenance and Repair: The Tenant has, from time to time in the past, and shall, from time to time in the future, place buildings on the premises which are of a historical nature or which will be used for storage and display of historical artifacts or for administrative purposes.

It is agreed between the parties hereto that said buildings and the contents thereof shall belong to the Tenant exclusively, and the Tenant has the absolute right to remove or otherwise dispose of such property without restriction, both during the lease term and at the expiration thereof.

The Tenant shall maintain and repair said property at its expense, and the Tenant agrees to keep the buildings in good condition and repair and to keep the area in an attractive condition, keeping the lawn mown and not allowing any accumulation of garbage, trash or debris.

(5) Access to Property: The Landlord shall have the right to go upon the premises for the purposes of inspection and shall have the right to go across the premises for the purpose of access to any lands it owns adjacent to the leased premises.

The Tenant agrees to keep the property open to the Public at all times, but the parties agree that the Tenant may set reasonable times when the site will be open and that the Tenant may set visitation periods as to hours, days and seasons when the same shall be open.

The Tenant agrees to keep an open area of at least three (3) rods in width between the tree line on the premises and all buildings. The Landlord reserves the right to trim trees and brush and to remove timber at its sole option.

(6) Utilities: The Tenant agrees to pay for all electric, telephone, and other utility charges incurred by it during the lease term.

(7) Insurance:

(a) Fire Insurance and Other Casualty: The Landlord shall continue to carry all of the buildings and the contents thereof under its blanket policy of insurance for fire and extended coverage.

(b) Liability Insurance: The Landlord agrees to keep the property insured under its liability insurance policies.

(c) Tenant's Compliance: The Tenant agrees to conform

to the conditions of the Landlord's policies when the same are made known to the Tenant.

(8) Miscellaneous Provisions:

(a) Signs: The Tenant shall have the right to erect signs on the property identifying it as an historical site.

(b) Fences: The Tenant shall have the right to erect a fence or fences on the property for security purposes.

(c) Subletting and Assignment of Lease: The Tenant agrees not to sublet the premises nor any part thereof without the prior written consent of the Landlord, nor to assign this lease agreement except with such prior written consent of the Landlord.

The Landlord agrees that it will not unreasonably withhold its consent to either an assignment or a sublease of the property.

(d) Mutual Purpose: The parties agree that the mutual purpose of this agreement is to provide a site for the Barron County Historical Society Museum and that the preservation of our heritage and traditions for future generations is a valid function of government.

(e) Binding agreement: This agreement shall be binding upon the parties hereto, their successors and assigns.

(f) Effective Date: This lease shall be effective as of _____, 1975.

IN WITNESS WHEREOF the parties have signed this agreement at Barron, Wisconsin, this _____ day of _____, 1975.

Witnesses

BARRON COUNTY, WISCONSIN

By _____ Chairman

And _____ Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF BARRON)

Personally came before me this _____ day of _____, 1975, the above named _____ to me known to be the Chairman and Clerk of Barron County, Wisconsin, a municipal corporation, and to me known to be the persons who executed the foregoing lease agreement as such officers as the act of the corporation, by authority duly authorized by the Board of Directors.

Gerald L. Liden, Notary Public
Barron County, Wisconsin
My commission is permanent.

Witnesses

BARRON COUNTY HISTORICAL SOCIETY

By _____
Melvin J. Jensen President
And _____
Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF BARRON)

Personally came before me this _____ day of _____, 1975, the above named Melvin J. Jensen and _____ to me known to be respectively the President and Secretary of the Barron County Historical Society, a Wisconsin corporation, and to me known to be the persons who executed the foregoing lease agreement as such officers as the act of the corporation, by authority duly authorized by the Board of Directors.

Gerald L. Liden, Notary Public
Barron County, Wisconsin
My commission is permanent.

This instrument drafted by:
Gerald L. Liden
LIDEN, CUSICK AND DOBBERFUHL S.C.
425 East LaSalle Avenue
Barron, Wisconsin

ADDENDUM TO LEASE AGREEMENT

This agreement entered into by and between BARRON COUNTY, a municipal corporation of the State of Wisconsin, hereafter called the LANDLORD and the BARRON COUNTY HISTORICAL SOCIETY, a non-stock, non-profit corporation of Barron County, Wisconsin, hereafter called the TENANT,

Witnesseth:

Whereas the LANDLORD and TENANT have entered into a certain lease agreement dated May 1, 1975 whereby the TENANT leased the property upon which the Barron County Historical Society Museum is located, and

Whereas subsequent to the signing of said lease agreement, the LANDLORD received a gift of land from Paul K. and Viola Anderson, husband and wife, of the City of Barron, Wisconsin, and

Whereas it is the intention of the parties hereto that the land given to the County also be included in the lease agreement,

Now, therefore, in consideration of the promises contained in this agreement, it is agreed as follows:

1. Paragraph 1 of the lease agreement between the parties hereto dated May 1, 1975 is amended to include the following described real property:

"A parcel of land located in the West Half of the Northeast Quarter of Section No. 30, Township No. 34 North of Range No. 11 West in the Town of Stanley, described as follows:

Commencing at the Northeast corner of said Section No. 30; thence West on the North line thereof 1318.5 feet to the East 1/8th line, thence South on the 1/8th line 551 feet to a point on the Soo Line Railroad right of way 50 feet south of the center of the track; thence South 8° 20' West 859 feet to the point of beginning; thence South parallel to said 1/8th line 1588.8 feet to the North right of way line of former U. S. Highway No. 8, now known as the Museum Road, being 50 feet North of the center of the highway; thence Southwesterly along the north right of way line of Museum Road 15 feet; thence due North to the south line of the Soo Line Railroad right of way; thence Northeasterly along the south line of said Soo Line Railroad right of way to the point of beginning."

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"All of the Southwest Quarter of the Northeast Quarter of Section No. 30, Township No. 34 North of Range 11 West lying south of the center line of old U. S. Highway No. 8 (now called the Museum Road) and north of the center line of the existing town road running in an easterly and westerly direction through said forty except that part thereof as described and conveyed as Parcel "A", Volume 5 Certified Survey Maps for Barron County on page 21, all in the Town of Stanley."

2. Sub-paragraph (c) of said lease agreement is to provide that the TENANT may grant real estate mortgages to such lending institutions on such conditions as the LANDLORD shall, from time to time, authorize by prior written consent.

IN WITNESS WHEREOF the parties have herewith signed this agreement at Barron, Wisconsin, this _____ day of _____, 1978.

Witnesses

BARRON COUNTY, WISCONSIN

By _____

Adolph Helgeland Chairman

And _____

Lloyd E. Hughes Clerk

STATE OF WISCONSIN)

ss.

COUNTY OF BARRON)

Personally came before me this _____ day of _____, 1978, the above named Adolph Helgeland and Lloyd E. Hughes to me know to be the Chairman and Clerk of Barron County, Wisconsin, a municipal corporation, and to me known to be the persons who executed the foregoing lease agreement as such officers as the act of the corporation, by authority duly authorized by the Board of Directors.

Gerald L. Liden, Notary Public
Barron County, Wisconsin
My commission is permanent.

Witnesses

BARRON COUNTY HISTORICAL SOCIETY

By _____

Melvin J. Jensen President

And _____

Clarence Wold Secretary

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STATE OF WISCONSIN)
COUNTY OF BARRON) ss.

Personally came before me this _____ day of _____, 1978, the above named Melvin J. Jensen and Clarence Wold to me known to be respectively, the President and Secretary of the Barron County Historical Society, a Wisconsin corporation, and to me known to be the persons who executed the foregoing lease agreement as such officers as the act of the corporation, by authority duly authorized by the Board of Directors.

Gerald L. Liden, Notary Public
Barron County, Wisconsin
My commission is permanent.

This instrument drafted by:

LIDEN, CUSICK AND DOBBERFUHL, S. C.
By Gerald L. Liden
425 East LaSalle Avenue
Barron, WI 54812