

*Public Infra*

15-537

LEASE

This lease made and entered into this 11th day of MAY, 2015, by and between the City of Manitowoc, Wisconsin, a municipal corporation ("City") located at 900 Quay Street, Manitowoc, Wisconsin, 54220 and the Damm Corporation ("Damm"), a Wisconsin corporation located at 2000 North 18<sup>th</sup> Street, Manitowoc, Wisconsin, 54220.

The parties hereto agree as follows:

1. Leased Premises. The City hereby leases to Damm and Damm leases from the City the building known as the Sexton House located in Evergreen Cemetery, Manitowoc, Wisconsin, as well as the walks immediately surrounding the Sexton House, in accordance with the terms of this Lease, for a period of 15 years. The leased premises do not include the garage and chapel located near the Sexton House, nor any other portion of cemetery property.

2. Rent. The rent payable by Damm to City shall be \$1.00 (one dollar) per year.

3. Term. This lease shall become effective on the 5th day of June, 2015, and shall continue in full force and effect until the 5th day of June, 2030. Thereafter, it shall continue in full force and effect from year to year.

4. Insurance. During the lease term, Damm shall maintain general liability insurance with limits not less than \$1,000,000 aggregate, \$500,000 personal injury, \$500,000 each occurrence, \$500,000 medical expenses, for any one person, and the policy should be written on a per occurrence basis. Damm shall provide the City with current certificates of this insurance coverage throughout the lease term. Damm Corporation will be responsible for insurance coverage for any contents of the building and will hold the City harmless for any damage to contents. The City of Manitowoc shall be named as additional insured, as well as Damm Corporation, on all insurance certificates of

contractors and sub-contractors. No policy for insurance shall be cancelled for any reason during the term of the lease without 30 days written notice to the City.

5. Utilities. Dramm will be responsible for all utilities supplied to the leased premises including, but not limited to, gas, electric, telephone, sewage, water and garbage disposal. The City will be responsible for the sanitary lateral condition, but not for cleaning.

6. Maintenance. Dramm shall be responsible for maintaining the leased premises in good condition, reasonable wear and tear excepted. Should the Sexton House be damaged or require any repairs during the lease term, Dramm shall have the option of making any required repairs at its own expense, subject to approval by the City, or have the option of terminating this lease under Section 10 of this agreement. Should the Sexton House be substantially destroyed during the lease term, this lease shall terminate. The City shall have no obligation to perform any maintenance or repair work on the leased premises during the term of this lease. Dramm shall be responsible for snow removal from the walks adjoining the Sexton House and the sheltered carport on the leased premises. The City will continue to mow the lawn and trim the trees in the area surrounding the leased premises and remove snow from the access roads in the cemetery as the City's needs dictate.

7. Use of Leased Premises. Dramm agrees to use the leased premises solely for the purpose of providing a headquarters and administrative office for its corporation. It shall not be used as a residence. The premises shall be available for meetings of the Dramm Corporation, but shall not be used for events open to the public. Any meetings held on the leased premises shall be for 25 people or less. Dramm shall make no use of the leased premises which interferes with or is inconsistent with the City's use of the surrounding property as a cemetery. Dramm agrees to abide by any rules and regulations governing the cemetery which are adopted by the City.

Dramm may also erect a sign on the cemetery property identifying the Sexton House as its headquarters. Approval for the size and location of the sign, should it change during this lease, shall first be obtained by Dramm from the City.

8. Alterations. For the duration of the lease, Dramm will maintain the house and be responsible for all repairs. Dramm will not be responsible for the removal of asbestos or any prior environmental issues that may arise. If such removal is required, the City may elect to remove the material or the lease may be held invalid at the City's pleasure. Dramm shall make no alterations to the leased premises without prior approval of the City.

9. Parking. The leased premises include the sheltered carport on the west portion of the building which may be used by Dramm for parking. Dramm Corporation may also park on the south side of the entrance road to the cemetery between the Sexton House and the Chapel, provided that such parking does not interfere with normal operation of the cemetery. From 5:00 p.m. to 9:00 p.m. Dramm may park on the north side of the entrance road. At no time shall Dramm Corporation allow more than 10 vehicles to be parked in the cemetery at any one time.

10. Cancellation. This lease may be canceled by either party, with or without cause, at any time, upon 60 days written notice delivered by registered mail or in person to the other party.


11. Assignment. This agreement may not be assigned by Dramm, its agents or assigns without prior written consent of the City of Manitowoc.

12. This lease shall be binding on all parties, hereto, their heirs, executors, administrators, successors and assigns. This agreement constitutes the entire agreement by the parties and supersedes all prior oral or written agreements or understandings and may not be changed or amended, unless done with the consent of both parties and with the formality of this agreement.

Dated this 11th day of MAY, 2015.

**DRAMM CORPORATION**

**CITY OF MANITOWOC, WISCONSIN**

By:   
Hans Dramm, President/CEO

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

Dated MAY 11, 2015

Dated \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk/Deputy Treasurer

Dated \_\_\_\_\_

Dated \_\_\_\_\_

EVERGREEN METERY

APPROX LEASE LIMITS



SEXTON HOUSE

REVERE DR

