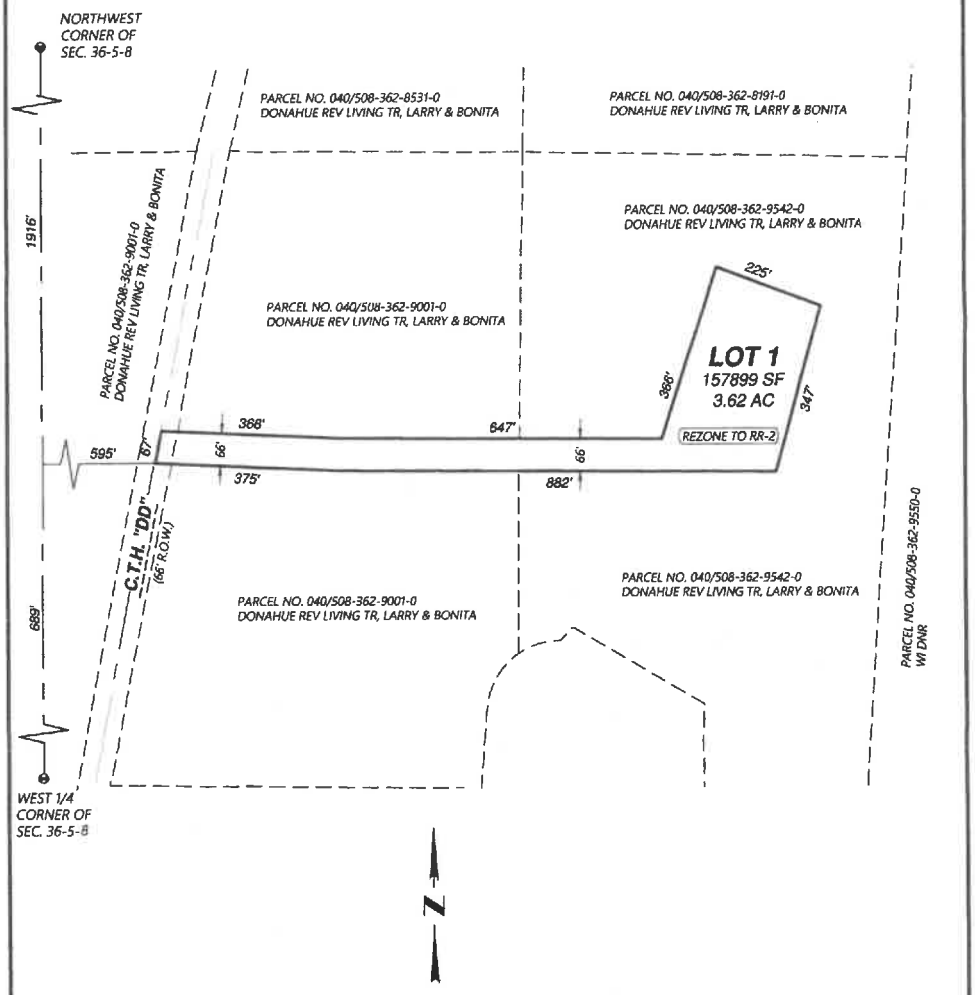
PRELIMINARY CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST OF SECTION 36, T.5N., R.8E., OF THE 4TH P.M., TOWN OF MONTROSE, DANE COUNTY, WISCONSIN.

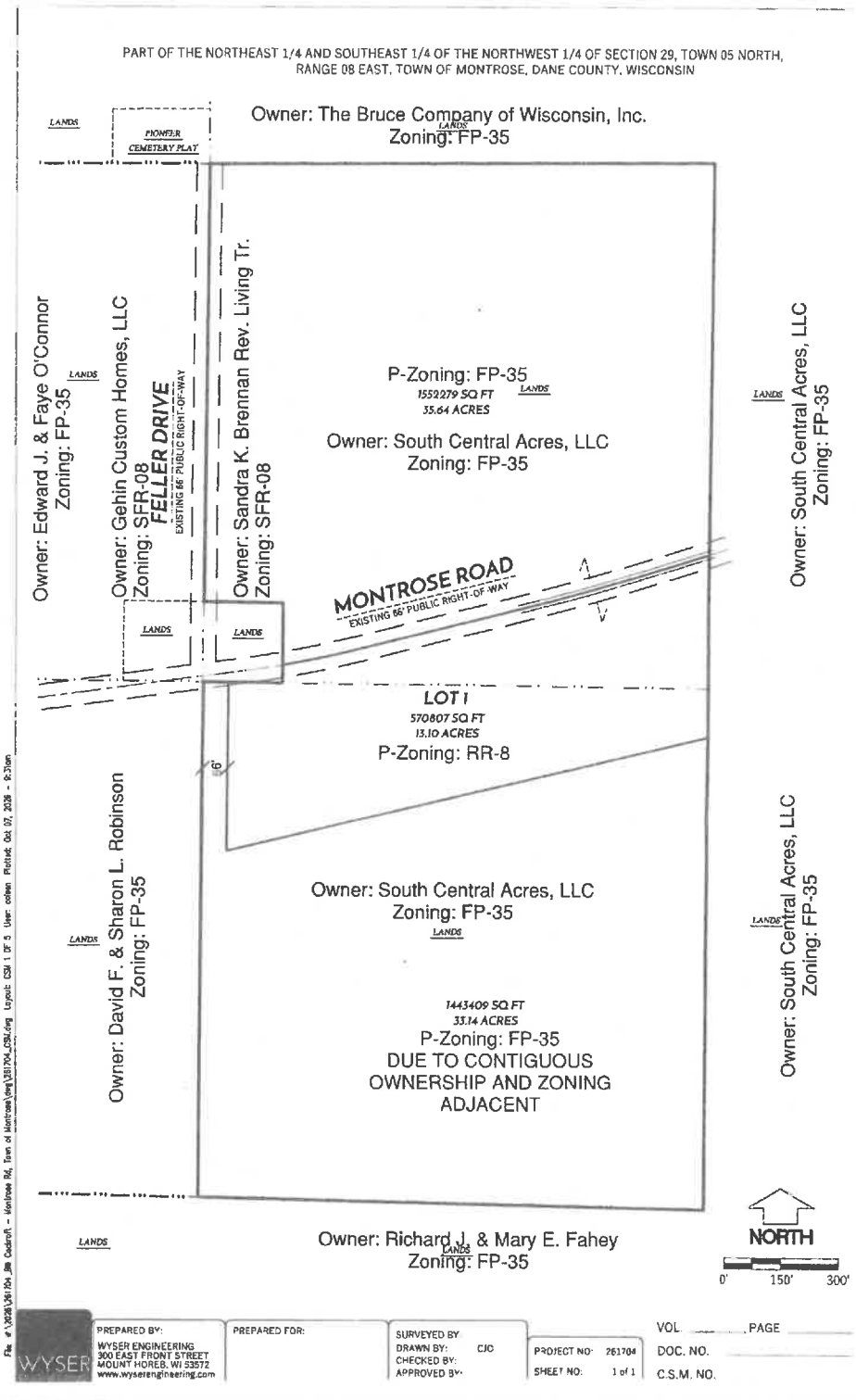


Project No. 126-468
For: KILLERLAIN

Combs & ASSOCIATES
109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com
tel: 608-752-0575
fax: 608-752-0534

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

Proposed Zoning



Town of Montrose
1341 Dianne Avenue
Belleville, WI 53508 (608) 424-3848

Resolution No 2026-06

RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE MUNICIPAL LEVY LIMIT FOR INCREASES IN CHARGES ASSESSED BY THE SUGAR RIVER JOINT EMERGENCY MEDICAL SERVICES DISTRICT

WHEREAS, an adjustment to the municipal levy limit is allowed by the joint Sugar River Joint Emergency Medical Services District organized under Wisconsin Statute 66.0602(3)(h) for each governing body served by the joint department, and

WHEREAS, the allowable adjustment is as follows:

The percentage increase in the total assessed by the joint emergency medical services department for the current year relative to the total charges assessed by the joint departments for the previous year, must be less than or equal to the Consumer Price Index for urban customers, U.S. City average, as determined by the U.S. Department of Labor for the preceding 12 months ending on August 31 in the year of the levy, plus two percent.

WHEREAS, all municipalities covered by the joint EMS Emergency Protection Services District must adopt a resolution supporting the increase;

WHEREAS, the Town of Montrose is a governing body served by and is a member of the joint Emergency Medical Services District;

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Montrose, Dane County, Wisconsin approved an adjustment may be added to the tax levy limit for increases in charges for the Sugar River Emergency Medical Services District, as determined above for the 2026 tax levy.

Adopted and recorded the _____day of _____, 2026.

_____

Roger Hodel, Town Chairperson

Attest: _____

Jennifer Armstrong, Town Clerk

Town of Montrose
1341 Dianne Avenue
Belleville, WI 53508 (608) 424-3848

Resolution No 2026-05

RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE MUNICIPAL LEVY LIMIT FOR INCREASES IN CHARGES ASSESSED BY THE JOINT BELLEVILLE FIRE PROTECTION SERVICES DISTRICT

WHEREAS, an adjustment to the municipal levy limit is allowed by the joint fire district organized under Wisconsin Statute 66.0602(3)(h) for each governing body served by the joint department, and

WHEREAS, the allowable adjustment is as follows:

The percentage increase in the total assessed by the joint fire department for the current year relative to the total charges assessed by the joint departments for the previous year, must be less than or equal to the Consumer Price Index for urban customers, U.S. City average, as determined by the U.S. Department of Labor for the preceding 12 months ending on August 31 in the year of the levy, plus two percent.

WHEREAS, all municipalities covered by the joint fire department must adopt a resolution supporting the increase;

WHEREAS, the Town of Montrose is a governing body served by and is a member of the joint Fire Protection Services District;

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Montrose, Dane County, Wisconsin approved an adjustment may be added to the tax levy limit for increases in charges for fire serves assessed by the Belleville, Montrose and Exeter Fire Protection Services District, as determined above for the 2026 tax levy.

Adopted and recorded the _____day of _____, 2026.

_____

Roger Hodel, Town Chairperson

Attest: _____

Jennifer Armstrong, Town Clerk

LEASE DRAFT

THIS LEASE ("Lease") is entered into as of this ____ day _____ of 20___ (the "Lease Date"), by and between County of Dane, a quasi-municipal organization located in Dane County, Wisconsin ("County"), whose address is 5201 Fen Oak Court, Madison, WI 53718-8812, and the Town of Montrose, a municipal organization. ("Town"), whose address is 1341 Diane Avenue, Belleville, WI 53508.

WITNESSETH:

WHEREAS, the County is the owner of 379 acres land known as Falk Wells Sugar River Wildlife Area ("FWSRWA") in the Town of Montrose, Dane County, Wisconsin;

WHEREAS, a portion of the FWSRWA abuts the unincorporated community of Paoli, in the Town of Montrose;

WHEREAS, Paoli has become a popular destination in recent years and it lacks adequate space to accommodate parking and manage vehicle and pedestrian traffic;

WHEREAS, the Town desires to enter into a Lease with the County for the use of approximately nine (9) acres of land in the southeast corner of the FWSRWA abutting Paoli in order to develop, construct and install and maintain a parking area to provide approximately 400 parking spaces;

WHEREAS, the Town owns a parcel of land used as for a maintenance garage and storage area ("Facility") that also abuts the east boundary of the FWSRWA and which encroaches on County land;

WHEREAS, the County wishes to accommodate the Town's request for a public parking area and also resolve the existing encroachment of the Facility on FWSRWA land;
WHEREAS, County and the Town wish to enter into this Lease for the purposes specified above ad to outline the rights and responsibilities of the Town in respect to the leased area;
NOW THEREFORE, in consideration of the above recitals and the mutual covenants set forth herein, the receipt and sufficiency of which are acknowledged by each party, the County and the Town agree to a Lease as follows:

1. PREMISES. County leases to Town, and Town leases from County, approximately nine (9) acres of land located at _____ ("the Premises" as depicted on the attached Exhibit A). No rights or licenses are acquired by Town by implication or otherwise except as expressly set forth in this Lease.

2. LEASE TERM. The term of this Lease shall be for a period of ten (10) years, commencing on _____ ("Commencement Date") and terminating on _____. This Lease shall not automatically renew. The Lessee may request to renew the Lease for up to two (2) subsequent five (5) year terms, provided that any such renewal is executed via a formal, written amendment signed by both parties at least one hundred twenty (120) calendar days prior to the expiration of the then-current term.

3. SECURITY DEPOSIT. There shall be no security deposit payable by Town for this Lease.

4. RENT. Town shall pay the sum of $0 in rent annually. In lieu of rental payment, Town shall submit an annual report to County by February 1st of the following year that details the following:
    a. Alterations and/or improvements completed the previous year
    b. Vehicle usage report
    c. Plans/Projects for upcoming year
    d. Issues/Concerns

5. USE OF PREMISES. Town shall be entitled to use the Premises to construct, install, maintain and operate a free public parking area accommodating approximately 400 parking stalls and ingress/egress roads and to operate its existing Town garage facility. Town shall be responsible for any and all costs associated with its use of the Premises. Town shall be abide by all state and local statutes, codes and regulations for its use of the Premises. Except for authorized vehicles and activity at the Facility, overnight parking, storage or dumping shall not be permitted within the Premises.

6. DESIGN AND CONSTRUCTION OF PARKING AREA. Town shall be responsible for all project planning, design and construction of the parking area and any and all costs including, but not limited to, engineering, permitting, construction and maintenance. The Town shall be responsible for securing all state and local permits and approvals necessary for construction and for meeting all state and local codes and regulations that may be necessary for the use of the Premises.

    a. Town shall include in the design:
        i. Landscaping.
        ii. Fencing or other barriers as needed to prevent vehicles from driving or parking on adjacent County property located outside the Premises.
        iii. Bicycle parking area unless adequate bicycle parking already exists.
        iv. A connection for a future regional trail between the existing bridge/County parking lot and downtown Paoli.

    b. If Town so chooses, it may include in the design:
        i. Public vault restroom or portable toilet facilities.
        ii. Park-related improvements, including but not limited to a playground or native landscaping, with Dane County Parks staff prior written approval.
        iii. Lighting

    c. The parking surface may be grass, gravel or asphalt.

    d. Throughout the design and planning process, the Town shall submit comprehensive design plans to the County at the following project milestones: Schematic Design (30%), Design Development (60%), and Pre-Final Construction Documents (90%). No subsequent phase of design shall proceed until the County has received the milestone submission.

7. MAINTENANCE. Town shall be responsible for all repairs and maintenance of the Premises and any improvements and fix, both routine and non-routine, including but not limited to mowing, snow

removal, trash removal and vegetation management. All work by Town shall be done in a good workmanlike manner.

8. CONSTRUCTION LIENS. Town shall pay when due, and indemnify, defend and hold County harmless from, all claims for labor or materials furnished or alleged to have been furnished to Town for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein. Town shall not permit any liens under the construction lien law to be filed against the Premises or any interest therein and shall immediately obtain a release from any lien so filed.

9. SIGNAGE. Town shall be responsible for posting all signage associated with parking operations, directional signage, rules and boundaries.

10. TOWN'S OBLIGATIONS. Town shall keep the Premises and every part thereof and any improvements or fixtures contained within or serving the Premises, in good condition and repair. Town shall keep the Premises clean, attractive in appearance and in good repair at all times. Town shall have all trash generated from the Premises removed on a regular basis. Town shall be responsible for monitoring and enforcing parking rules to ensure the area is used for authorized purposes.

11. SURRENDER. On the last day of the term of this Lease, or any extension or renewal thereof, or on any sooner termination, Town shall surrender the Premises; any and all improvements and/or fixtures shall become the property of the County.

12. RIGHT OF ENTRY. County and its authorized representatives shall have the right to enter the Premises at all times, to inspect the Premises, to abate nuisances, to cure dangerous conditions or repair waste, and to make repairs, alterations, improvements or additions to the Premises as County may reasonably deem necessary, including those to be performed by Town, without the same constituting an eviction of Town in whole or in part, and rent shall not abate as a result of such entry. County reserves the right to use the Premises in any way that does not interfere with Town's rights pursuant to this Lease.

13. UTILITIES. Town shall be solely responsible for and shall pay when due any charges for water, electricity or gas utility services used in or supplied to the Premises.

14. TAXES. Town is not responsible for any municipal, county and state or federal taxes assessed against the Premises.

15. COMPLIANCE WITH LAWS. Town shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the Town, the County, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. Town may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Town agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and

that it will hold County harmless with respect to any actions taken by any lawful governmental authority with respect thereto unless Town prevails in such proceedings.

16. ENVIRONMENTAL.

a. Hazardous Substances: Indemnification. Town represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable Environmental Laws as hereinafter defined. Town further agrees to hold County harmless from and indemnify County against any release by Town of such hazardous substance and any damage, loss, or expense or liability resulting from such release, including reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by negligence or intentional acts of County, its employees and/or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

b. Definitions. As used herein, "Environmental Laws" shall mean any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions and requirements relating to the creation or discharge of solid waste, hazardous substances, hazardous waste, air pollutants, water pollutants or process wastewater or otherwise relating to the environment or hazardous substances including, but not limited to, applicable Wisconsin Statutes, the Federal Toxic Substances Control Act, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, regulations of the Federal Environmental Protection Agency or state environmental protection agency or Department of Natural Resources or Environmental Quality now or at any time hereafter in effect.

c. Without limiting the generality of 16(B) above, during the term of this Lease, Town shall:
   i. Provide County, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging violation upon the Premises by Town or Paoli of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by Town or a cleanup, remedial, action or other response, including investigation, by or on the part of Town under any Environmental Laws;

ii. Permit County, in the event County has reasonable cause to believe there exists a condition or circumstance created by Town, Paoli, employees, or invitees during the term of this Lease warranting an environmental inspection or audit, and upon written notice to Town, to retain an architect, environmental consultant or professional engineer selected by County to perform an environmental inspection and/or audit of the Premises to evaluate Town's compliance with Environmental Laws, and to test for hazardous substances on the Premises, and for risks associated with exposure to hazardous substances. Town shall permit County and its employees and agents access to the Premises and the books and records of Town as necessary for the performance of the environmental inspection and/or audit. If the condition or circumstance warranting the inspection, audit or testing arose in whole or part from the acts or omissions of Town, its employees or invitees, Town shall reimburse County for all costs and expenses incurred by County in performing any inspection, audit, testing and evaluations and in retaining professionals for such purposes; and

iii. At its expense, remove or contain any hazardous substances on the Premises that were brought onto the Premises by Town, Paoli, employees or invitees during the term of this Lease, or perform other investigation or remediation or corrective action as required by County in its sole discretion, if any time it is determined that such hazardous substances present a health hazard on the Premises or are required to be investigated, removed, contained or remediated or other corrective action is required by any Environmental Laws or regulatory authority.

17. INSURANCE AND INDEMNIFICATION.

a. Town shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Lease, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of Town under this paragraph shall survive the expiration or termination of this Lease.

b. In order to protect itself and County, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, Town shall, at Town's own expense, obtain and at all times during the term of this Lease keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Lease and otherwise, Town agrees to preserve County's subrogation rights in all such matters that may arise that are covered by Town's insurance. Neither these requirements nor County's review or acceptance of Town's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the Town under this Lease. County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

i. Town agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be

limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury Liability, Premises-Operations and Fire Liability. In addition, Town shall obtain Comprehensive Property Damage Liability Insurance for full replacement value of the Premises. The policy shall list DANE COUNTY as an Additional Insured.

c. Upon execution of this Agreement, Town shall furnish County with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If Town's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Lease, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, Town shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Town shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Town shall furnish County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either Town or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Town. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to Town and shall cooperate with Town's attorneys in the defense of the action, suit or other proceeding

d. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Lease, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager.

20. TOWN WAIVERS OF EMINENT DOMAIN BENEFITS AND AWARD.

a. In the event of the Town's vacation of the Premises or if County terminates this Lease pursuant to the provisions of this Lease, Town hereby waives any rights against County that may be construed to accrue to Town, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.

b. In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority, other than County, in appropriation proceedings or by any right of eminent domain, the entire compensation award therefore, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to County without any deduction therefrom for any present or future estate of Town, and Town hereby assigns to County all of its right, title and interest to any such award. However, Town shall have the right to recover from any condemning authority, other than County, such compensation as may be separately awarded to the Town for moving and relocation expenses.

21. DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Town:

    a. The filing by Town of a voluntary petition in bankruptcy;

    b. The institution of proceedings in bankruptcy against Town and the adjudication of Town as bankrupt pursuant to such proceedings;

    c. The abandonment by Town of the Premises;

    d. The use of the Premises for an illegal purpose;

    e. The failure of Town to pay when due any rent or any other monetary sums due pursuant to the terms of this Lease;

    f. The failure of Town to use the Premises for the purpose identified in Section 5 herein; and

    g. The failure by Town to repair any waste or to observe or perform any of the terms, covenants or conditions of this Lease to be observed or performed by Town.

    Failure to send a notice shall not be construed as a waiver of such breach or as to any subsequent breach.

22. COUNTY'S REMEDIES. If any default by Town shall continue uncured after thirty (30) days written notice of default from County to Town, County has the following remedies, in addition to all other rights and remedies provided by law or equity, to which County may resort cumulatively or in the alternative.

    a. Termination of Lease. County may at County's election terminate this Lease by giving Town one hundred twenty (120) days' written notice of termination. On the giving of the notice, all further obligations of County under this Lease shall terminate, Town shall surrender and vacate the Premises and County may reenter and take possession of the Premises and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Town from the payment of any sum then due to County or from any claim for damages previously accrued or then accruing against Town. Should Town abandon the Premises and County elect to reenter as herein provided, or if Town's right to possession is terminated by County because of a breach of the Lease by Town, this Lease shall, at County's written election, terminate and County shall be entitled to recover from the Town (i) any unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by Town to County for the remainder of the term of this Lease.

    b. Termination of Possession. County may at County's election terminate Town's right to possession only, without terminating the Lease, following a breach of the Lease by Town. Upon termination of Town's right to possession without termination of the Lease, Town shall surrender possession and vacate the Premises immediately and possession thereof to

County, and Town hereby grants to County the immediate right to enter into the Premises, remove Town's signs and other evidences of tenancy, and take and hold possession thereof with or without process of law, and to repossess the Premises as County's former estate and to expel or remove Town and any others who may be occupying or within the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, without such entry and possession terminating the Lease or releasing Town from Town's obligation to pay the rent and to fulfill all other of Town's obligations under this lease for the full term of this Lease. County shall be entitled to recover from Town (i) unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by Town to County for the remainder of the term of this Lease. Notwithstanding any remedial action taken hereunder by County short of termination, including reletting the Premises to a substitute Town, County may at any time thereafter elect to terminate this Lease for any previous default.

c. Rent. The terms "rent" or "rental" as used in this Lease shall be deemed to be and to mean the Base Rent and such other sums, if any, required to be paid by Town pursuant to the terms of this Lease. The term "rental loss" as used in this Lease shall be deemed to include, but shall not be limited by implication, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises or parts thereof for reletting.

d. Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of Town's default, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after County's notice thereof, then Town shall be deemed to be complying with such notice if, promptly upon receipt of such notice, Town immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

23. TOWN REMEDIES. If County shall fail to perform any covenant, term or condition of this Lease required to be performed by County, as a consequence of such default, Town may exercise any and all rights and remedies available to Town under law or in equity.

24. COUNTY MAY PERFORM. County shall have the right at any time, after ten (10) days written notice to Town (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Town under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate County to make any payment or perform any act required of the Town, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to County by Town.

25. TOWN RIGHT TO TERMINATE. Town may, upon ninety (90) days' written notice prior to the end date of any Lease Year, terminate this Lease.

26. ASSIGNMENT AND SUBLEASE BY TOWN. Town shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of Town's interest in this Lease or in the Premises, or permit the use or occupancy of the Premises or any part thereof by anyone other than Town, without County's prior written consent. No third party use shall relieve Town of its obligations pursuant to this Lease.

27. NO RELEASE OF TOWN. Notwithstanding anything to the contrary contained in this Lease, and regardless of County's consent, no such assignment, encumbrance, subletting, transfer, lease or other permission for the use or occupancy of all or any part of the Premises shall release Town of Town's obligation to perform all obligations to be performed by Town under this Lease. Town and each such assignor further agree that County may deal with the Town in possession without notice to, and without the consent of, Town or any such assignor, and any and all extensions of time, modifications, or waivers shall be deemed to be made with the consent of Town and any such assignor. Consent to one assignment shall not be deemed consent to any subsequent assignment.

28. NOTICES. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below

For County: Dane County Land & Water Resources Department
5201 Fen Oak Court, Room 208
Madison, WI 53718-8812
Attn: Real Estate Coordinator

For Town:

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

29. WAIVERS. No waiver by County of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by Town of the same or any other provision. County's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Town. The acceptance of rent hereunder by County shall not constitute a waiver of any breach by Town even if County knows of such breach at the time of acceptance of such rent.

30. HOLDING OVER. Town shall surrender the Premises upon the expiration or termination of the term of this Lease. Any holdover not consented to by County in writing shall not result in a new tenancy or interest and, in such case, County may treat Town as a trespasser.

31. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

32. COVENANTS AND CONDITIONS. Each provision of this Lease performable by Town shall be deemed both a covenant and a condition.

33. BINDING EFFECT; CHOICE OF LAW. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and +interpreted in accordance with the laws of the State of Wisconsin.

34. AUTHORITY. Town represents and warrants that Town is a duly authorized and existing corporation, limited liability company or partnership, that Town has and is qualified to transact business in Wisconsin, that the corporation, limited liability company or partnership has full right, authority and power to enter into this Lease and to perform its obligations under this Lease, that each person signing this Lease on behalf of the Town is authorized to do so and that this Lease is binding upon the corporation, limited liability company or partnership in accordance with its terms.

35. NON-DISCRIMINATION. Town agrees not to discriminate against any employee, or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Town further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease.

36. PARTIAL INVALIDITY. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

37. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

38. SEVERABILITY. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

39. CAPTIONS. The captions of paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this Lease, nor in any way affect this Lease.

40. COPIES VALID. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed

document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

END OF CONDITIONS.

In Witness Whereof, the undersigned County and Town execute this Lease to be effective as of the day and date set forth above.

COUNTY:

COUNTY OF DANE:

By: _____
Melissa Agard, County Executive

By: _____
Scott McDonell, County Clerk

TOWN:

TOWN OF MONTROSE

By: _____

By: _____