

Corporate Resolution _____

Joint Resolution for the Lease Agreement on the of the Polk County Adult Development Center

WHEREAS Polk County is the owner of the land and improvements is the owner of land and improvements commonly known Polk County Adult Development Center, (hereinafter referred to as the "Leased Premises"), located at 101 150th Street, Balsam Lake, Wisconsin, and having a legal description as contained in Certified Survey Map Number 2978, referenced as Document No. 594684, and recorded at Page 232 of Volume 13 of Certified Survey Maps of the Office of the Polk County Register of Deeds.

WHEREAS the Polk County Adult Development Center, Inc is a not-for-profit corporation, whose mission is to be mentors for disabled adults, teaching life skills and to provide them with meaningful employment.

WHEREAS the Polk County Adult Development Center, Inc. has utilized the Polk County Adult Development Center as its principal place of business and intends to enter into a Lease Agreement with Polk County for the continuation of providing programs and services for disabled persons of Polk County.

NOW THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors, on behalf of Polk County, and the Polk County Adult Development Center, Inc., upon consideration of the mutual promises herein, contained and other good and valuable consideration, agree and adopt this Lease Agreement by and between Polk County as Landlord and the Polk county Development Center, Inc., as Tenant, on the following terms and conditions:

1. TERM.

a. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of two (2) years beginning January 1, 2009 and ending December 31, 2010. The parties agree that Tenant is in possession of the Leased Premises prior to and at the beginning of the Initial Tem.

b. Tenant may renew the Lease for three Extended Terms of two (2) years each. With respect to each such Extended Term, Tenant shall exercise each such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term or Extended term, as appropriate . The Extended Term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. RENTAL.

a. As and for rent, Tenant shall pay to Landlord during the Initial Term a rental in the amount of Sixty-Thousand (\$60,000) Dollars per year. Tenant shall pay said rental amount in periodic payments of Five Thousand (\$5,000) Dollars each and every month, with the first payment paid upon the 1st of January 2009 and each subsequent payment will be paid on the 1st of every successive month thereafter.

b. The rental for any renewal lease term, if created as permitted under this Lease, shall be mutually agreed to at the time in which this Lease Agreement is renewed.

c. As and for additional consideration, Tenant agrees to pay utilities and other charges as set forth herein.

3. USE OF LEASED PREMISES

a. Tenant warrants that it will use the Leased Premises for the sole purpose of carrying out its mission to provide programs and services to disabled persons who reside in the community of Polk County.

d. Tenant shall not cause or permit any nuisance whatsoever on the Leased Premises.

e. Tenant shall ^{not} bring or allow to be brought on to the Leased Premises pets of any kind.

f. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

g. Tenant understands that the Leased Premises will be serviced by Landlord on a daily basis. Tenant allows Landlord access without notice for the purpose of providing and conducting janitorial service, pool maintenance, and repair work.

4. SUBLEASE AND ASSIGNMENT.

Due to the unique purpose for which Tenant will use the Lease Premises, Tenant shall have the limited right, with Landlord's prior written consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Landlord shall not unreasonably withhold consent of sublease or assignment. Consent will be withheld in the event that sublessee or assignee will use the Leased Premises inconsistent with the purposes of the Leased Premises as determined with in the sole discretion of the Landlord.

5. MAINTENANCE AND REPAIRS.

a. By executing this Lease, Tenant accepts the Leased Premises in its existing condition(s) and acknowledges that the Leased Premises is in good order and repair.

b. Landlord shall ^{at} maintain ^{Tenant} Tenant's expense the Leased Premises in a clean and sanitary condition and shall surrender the premises at the termination of this Lease in as good a condition as when received; ordinary wear and tear accepted. Tenant shall commit no waste on the Leased Premises. Tenant shall pay Landlord the actual and necessary amount incurred by Landlord in maintaining the Leased Premises. Said amount shall be in addition to the rental amount described above.

c. During the Lease term, Landlord shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall pay Landlord the actual and necessary amount incurred by Landlord in making such repairs to the Leased Premises. Said amount shall be in addition to the rental amount described above.

d. Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, make additions, improvements and replacements of and to all or any part

of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.

e. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

f. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair at a reasonable time after removal, at Tenant's expense, all damage to the Leased Premises caused by such removal.

6. PROPERTY TAXES.

a. Landlord warrants that as a governmental entity that the Leased Premises is exempt from taxation for general real property taxes. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

b. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

7. RESPONSIBILITY FOR DAMAGE AND INSURANCE.

a. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant, its employees, agents, invitees contractors, guests, subleases, or assigns, Tenant shall be responsible for the costs of repair not covered by insurance.

b. Tenant shall be responsible for any damage caused to the Leased Premises during the term of the Lease. Tenant shall promptly report to Landlord any damage caused to or discovered in or on the premises.

c. Landlord, at its option, may, upon discovery of damage to the Leased Premises, make such repairs as are necessary to restore the Leased Premises to its original condition(s), and Tenant shall reimburse the Landlord for the total cost of any such repairs as provided herein.

d. Landlord shall maintain fire and extended coverage insurance on the Leased Premises in such amounts as Landlord shall deem appropriate. Landlord shall be responsible for replacement to the building or major mechanical equipment including furnace, electrical and plumbing to the extent that damage to the same is covered there under.

e. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

f. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the uses and particular activities in the Leased Premises and adjacent County lands with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by Landlord, and shall afford minimum protection of not less than \$1,000,000 combined single limit

coverage of the perils of premises liability, bodily injury, property damage or combination thereof. Said policy shall name Landlord as an additional insured. Within 30 days of execution of this Lease Agreement, Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

g. Landlord and Tenant each hereby release the other, including employees, agents, family members, invitees and guests of the other from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and which waives the insurer's rights of subrogation.

8. UTILITIES.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease, unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges based upon the square footage of the Leased Premises in relation to the entire square footage of buildings of the Landlord served by particular utility. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or a device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overloads the wiring or interferes with electrical services to other tenants.

9. SIGNS.

a. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is; in Landlord's sole opinion, too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to either the Leased Premises or adjacent County buildings and lands.

b. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Tenant shall remove any sign upon termination of the Lease.

10. ENTRY.

a. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

b. In cases of emergency, Landlord shall have the right to enter the Leased Premises, without notice.

11. PARKING.

a. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

b. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant, Tenant's agents, service providers, guests, invitees and service or program participants. Tenant will make efforts to assure that its agents, employees, service providers and program participants utilize designated parking areas. Tenant shall be responsible party for premises liability relative to injury or damages to Tenant, Tenant's agents, service providers, guests, invitees and transitional program participants when sustaining injury or damage through the use of said designated areas for purposes related to the provision or receipt of transitional programming and support services offered by Tenant.

12. DAMAGE AND DESTRUCTION.

a. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or its agents, employees or invitees, such that the Leased Premises is uninhabitable or cannot be used for Tenant's purposes, then either the Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party within sixty (60) days of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises uninhabitable or unusable for Tenant's purposes, Landlord, at its own discretion, may promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable to Tenant for any losses that Tenant may sustain whatsoever.

b. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, uninhabitable, inoperable or unfit for occupancy or use.

14. INDEMNIFICATION.

a. Landlord shall not be liable for any damage or injury occurring on or about the Leased Premises to Tenant, its employees, assigns or subleases, guests or invitees, or to any personal property whatsoever that may be on the Leased Premises, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law.

b. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence(s) on the Leased Premises or any part thereof, or in any common area, or any adjacent County lands used for the purpose of providing programs and services to disabled person services as offered by Tenant, causing injury to any person or property whomsoever and whatsoever, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law.

15. DEFAULT AND WAIVER OF LEGAL FEES.

a. By Tenant: In the event of a default made by Tenant in the payment of rent or performance of the covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention and regain possession of the Leased Premises as provided by

Wisconsin law. If possession of the Leased Premises is not surrendered, Landlord may reenter the Leased Premises.

b. Default by Landlord: If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and seek reimbursement from Landlord. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

c. Landlord and Tenant shall have, in addition to the remedy above provided, any other right or remedy available to each on account of any default by the other, either in law or equity. Landlord and Tenant shall use reasonable efforts to mitigate damages. Neither party to this Lease shall be liable for attorney's fees, court costs and disbursements incurred by the other in connection with a dispute that arises hereunder.

16. QUIET POSSESSION.

a. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

b. Tenant and Landlord warrant that each of them has approved appropriate county and corporate resolutions authorizing adoption of this Lease Agreement. Copies of said resolutions are attached hereto and incorporated herein.

17. CONDEMNATION.

a. If any legally constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession. Tenant shall account for utility charges as of through the date of condemnation. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

b. Tenant waives any right to claim any compensation with respect to the improvements. Landlord waives any claim to compensation with personal property that may arise through condemnation proceedings.

18. NOTICE AND ADMINISTRATION DESIGNATION

a. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord (POLK COUNTY):

Debbie Peterson, Buildings, Solid Waste and Parks Director, 100 Polk County Plaza, Suite 10, Balsam Lake, WI 54810 (715-485-9278); and

Jeffrey B. Fuge, Office of the Corporation Counsel, 1005 West Main Street, Suite 100, Balsam lake, WI 54810, (715-485-9210).

Landlord designates the Buildings, Solid Waste and Parks Director to administer and act on behalf of Landlord in performing and carrying out the terms and conditions of this Lease Agreement.

Tenant (Polk County Adult Development Center):

(Mr. Mike McCann, Director, 101 150th St. Balsam Lake, WI 54810 (715-485-8770).

b. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. SUBORDINATION.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. WAIVER.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. BROKERS.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. MEMORANDUM OF LEASE.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. HEADINGS.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. SUCCESSORS.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. COMPLIANCE WITH LAW.

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

26. GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

27. FINAL AGREEMENT AND SEVERABILITY.

This Agreement constitutes the entire agreement of the Landlord and Tenant and may not be modified except by a further writing that is duly executed by both parties. In the event that any part of this Lease Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall be unaffected and remain in full force and effect.

28. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

For Polk County (Landlord):

The Polk County Board of Supervisors adopted this Joint Resolution for the Lease Agreement on the of the Polk County Adult Development Center the meeting of the Polk County Board of Supervisors held on the 20th day of January, 2009.

By: _____ Dated: _____

Bryan Beseler, Chairperson
Polk County Board of Supervisors

Attest: _____ Dated: _____
Carole T. Wondra, County Clerk

With Respect to Polk County

Funding Amount: N/A Funding Source: N/A

Date Property Committee Considered December 15, 2008

Property Committee Recommendation: _____

Date Finance Committee Considered December 17, 2008

Finance Committee Recommendation: _____

Effective Date: Upon Passage

Approved as to form: *Malia Malone*
Bob Jeffrey B. Fuge, Corporation Counsel

Dated Submitted to County Board: January 20, 2009

Adopted AS Amended

Submitted at the recommendation of Property Polk County Property, Forestry and Recreation Committee.

Bryan Beseler

Larry Jepsen 1-8
Larry Jepsen

Russ Arcand 1-9-09
Russ Arcand

Joan Peterson

Mick Larsen
Mick Larsen

For Polk County Adult Development Center, Inc. (Tenant):

The Board of Directors of the Polk County Adult Development Center, Inc. adopted this Joint Resolution for the Lease Agreement on the of the Polk County Adult Development Center the meeting of Board of directors held on the _____ day of _____, 200 .

By: _____ Dated: _____

Name: _____, President

Attest: _____ Dated: _____

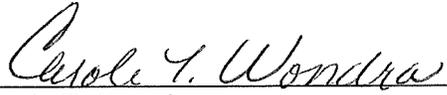
Name: _____, Secretary

_____ Date: _____

Name/Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF POLK)

I, Carole T. Wondra, County Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 14-09 that was adopted by the Polk County Board of Supervisors on Jan. 20, 2009.



Carole T. Wondra
Polk County Clerk