

APPROVE LAND LEASE – NASHOTAH SUBSTATION

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6 WHEREAS Waukesha County owns and maintains a system of county highways, and

7
8 WHEREAS these maintenance services are provided from a series of locations known as
9 highway substations, and

10
11 WHEREAS the highway substation, located on C.T.H. R is adjacent to certain private property
12 used for business purposes, and

13
14 WHEREAS the owner of this adjacent property has approached the County regarding leasing a
15 small portion of the County property to improve his parking, and

16
17 WHEREAS a lease agreement has been negotiated between the County and Healthcare Data
18 Systems.

19
20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
21 ORDAIN that the lease agreement with Healthcare Data Systems, on file in the office of the
22 County Clerk and made a part of this Ordinance by reference, is approved.

23
24 BE IT FURTHER ORDAINED that the Director of Public Works is authorized to execute the
25 agreement on behalf of the County.

APPROVE LAND LEASE-NASHOTAH SUBSTATION

Presented by:
Public Works Committee

Richard L. Manke
Richard L. Manke, Chair

Absent
Kathleen M. Cummings

Ernest J. La Monte
Ernest J. La Monte

Rodell L. Singert
Rodell L. Singert

David W. Swan
David W. Swan

Bernard J. Tesmer
Bernard J. Tesmer

Chuck Wichgers
Chuck Wichgers

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: August 17, 2001, Patricia E. Madden
Patricia E. Madden, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: ✓
Vetoed: _____

Date: 8-20-01, Daniel M. Finley
Daniel M. Finley, County Executive

LEASE AGREEMENT

THIS LEASE is made by and between Waukesha County, Wisconsin (the "County"), and Healthcare Data Systems, Inc. (the "Lessee").

- 1. The County hereby leases to Lessee a parcel of land (the "property") located at Tax Key NSHV 0741-998-001, Nashotah, Wisconsin, approximately 12 feet wide by 220 feet long, consisting of 2,640 feet more or less, more specifically described and shown on Exhibit 1 and Exhibit 2, which is attached to and made a part of this Agreement.
2. The term of this Lease shall commence on the date the Lease is signed by the County and shall end on December 31, 2021.
3. As rent for the property, the Lessee shall pay the County the following amounts:
a. Upon execution, an amount equal to \$50 times the number of full months remaining in 2001.
b. \$620 by January 31, 2002 i. \$760 by January 31, 2009 p. \$900 by January 31, 2016
c. \$640 by January 31, 2003 j. \$780 by January 31, 2010 q. \$920 by January 31, 2017
d. \$660 by January 31, 2004 k. \$800 by January 31, 2011 r. \$940 by January 31, 2018
e. \$680 by January 31, 2005 l. \$820 by January 31, 2012 s. \$960 by January 31, 2019
f. \$700 by January 31, 2006 m. \$840 by January 31, 2013 t. \$980 by January 31, 2020
g. \$720 by January 31, 2007 n. \$860 by January 31, 2014 u. \$1,000 by January 31, 2021
h. \$740 by January 31, 2008 o. \$880 by January 31, 2015

Payment shall be made to: Waukesha County
Payments shall be mailed or delivered to: The Waukesha County Department of Public Works
1320 Pewaukee Road, Room 210
Waukesha, WI 53188

- 4. The Lessee shall be permitted to use the property for the following purpose and no other purpose: Parking of the vehicles of customers and employees of the Lessee.
5. a. Except as provided in the next paragraph, the Lessee shall make no improvement, alterations or changes of any nature to the property without first receiving the written consent of the County.
b. The Lessee shall be permitted to grade the property so as to make it suitable for the purpose set forth in paragraph 4 above. Prior to any grading work being done, the Lessee must submit grading plans to the County and receive approval of the plans from the County. Within 30 days of the termination of this Lease, the Lessee shall restore the land to the condition it was in, prior to the grading work, satisfactory to the County. All such work is at Lessees cost.
6. The Lessee shall defend, indemnify and hold harmless the County for and against any lawsuits, claims and demands, and all losses, expenses, damages, judgments, awards, fees and costs, that result from or are in any way related to its use of the property, including use of the property by visitors, guests, patrons, customers and others.
7. If the Lessee fails to do anything required by this Lease or does or permits to be done anything prohibited by this Lease, the County shall have the right to immediately and without notice terminate the Lease and take possession of the property. If the Lease is so terminated, the property shall be restored as required by paragraph 5.b.

156-0-034

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8. This Lease may not be assigned, sublet or transferred in anyway by the Lessee without the written consent of the County.
9. Upon six (6) months' notice, the Lessee shall be entitled to terminate this Lease without cause. In such event, the Lessee shall be responsible for the restoration work required by paragraph 5.b
10. Lessee agrees that it will at all times during the term of this agreement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the state of Wisconsin and satisfactory to the County. Such insurance shall be primary. Lessee shall furnish the County with a certificate of insurance evidencing the required insurance which references this agreement and additional insured status of the County. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of required insurance during the term of this agreement.
 - a. Worker's Compensation and Employers' Liability Insurance for its employees.
 - b. Commercial General Liability Insurance covering premises and operations, personal injury, blanket contractual and independent contractors coverage for the leased premises with a limit of liability not less than \$500,000. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance.

HEALTH CARE DATA SYSTEMS

Platt Barber, President

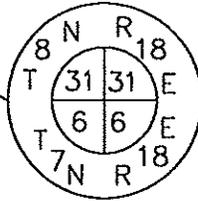
Date

FOR WAUKESHA COUNTY

Richard Bolte, Director of Public Works

Date

Exhibit 1



LOT 9

LOT 10

CSM 4303

LOT 11

BARBER/SAVAGE
NSHV 0741-997

LOT 12

CITY OF
DELAFIELD



TAX KEY NSHV 0741-998-001
WAUKESHA COUNTY
NASHOTAH
SUBSTATION #1
N46 W33480 CTH "R"

VILLAGE
OF
NASHOTAH

North 7' West 1,363.60'

12.00'

60.00'

North 7' West 220.00'

220.00'

12.00'

60.00'



LEASE AREA
FOR PARKING
PART OF TAX KEY NSHV 0741-998-001
OWNER: WAUKESHA COUNTY

CTH "R"

Described as EAST

WISCONSIN AVE

156-0-034

Legal Description

Owner: Waukesha County
Substation Number 1- Nashotah
Part of Tax Key NSHV 0741-998-001

All that part of the Northeast $\frac{1}{4}$ of Section 6, Town 7 North , Range 18 East in the Village of Nashotah, Waukesha County, State of Wisconsin more particularly described as:

Commencing at a point on the West line of said $\frac{1}{4}$ section at the point of the intersection of said line with the Northerly line of State Trunk Highway "16" distant South $1^{\circ} 07'$ East 1,363.60 feet from the stone marking the North $\frac{1}{4}$ corner of said section; thence Easterly 60.00 feet along the north right of way line of CTH "R" said point being the point of beginning of the lands described herein; thence Easterly along the north right of way line of CTH "R" 12.00 feet; thence North $1^{\circ} 07'$ West, 220.00 feet to a point; thence Westerly along a line which is parallel with said north right of way line of CTH "R" to a point, said point being the Northeast corner of those lands described in a land contact dated May 20, 1999 and recorded as reel 2909, Image 380, Document Number 2468335, Waukesha County Register of Deeds; thence South $1^{\circ} 07'$ East, 220.00 feet along the east line of said parcel described as document number 2468335 to the point of beginning.

Said parcel is also described as a 12 foot wide strip of land lying to the east and parallel to those lands described in a land contact dated May 20, 1999 and recorded as reel 2909, Image 380, Document Number 2468335, Waukesha County Register of Deeds.

Said Parcel contains 2,640 square feet.

FISCAL NOTE

APPROVE LAND LEASE – NASHOTAH SUBSTATION

Under this proposed land lease Healthcare Data Systems will lease a 12' x 220' strip of land at the County's Nashotah Substation for twenty years at an annual rate starting at \$620 and gradually escalating to \$1,000 by 2021. The lease assigns all liability arising from the use of this property to the Lessee.

As this action creates no additional expenditure requirements for the County, there will be no additional cost impact to the 2001 budget. The rental revenue will be accounted for in the Public Works budget rental property management cost center and included in future year budgets.



Lawrence M. Dahl
Accounting Services Manager

LMD
7/19/01

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WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-08/14/01

(ORD) NUMBER-1560034

1 K. HERRO.....AYE
 3 D. STAMSTA.....AYE
 5 J. MARCHESE.....AYE
 7 J. JESKEWITZ.....AYE
 9 S. WOLFF.....AYE
 11 B. TESMER.....AYE
 13 E. LA MONTE.....AYE
 15 D. SWAN.....AYE
 17 J. BEHREND.....
 19 C. SEITZ.....AYE
 21 W. KOLB.....AYE
 23 E. KRAUS.....AYE
 25 K. CUMMINGS.....AYE
 27 D. PAULSON.....AYE
 29 J. MAAS.....AYE
 31 V. STROUD.....AYE
 33 P. GUNDRUM.....AYE
 35 K. McNELLY.....AYE

2 C. WILSON.....AYE
 4 D. MEISSNER.....AYE
 6 D. BROESCH.....
 8 J. DWYER.....AYE
 10 P. HAUKOHL.....AYE
 12 J. WILLIAMS.....AYE
 14 J. LA PORTE.....AYE
 16 R. MANKE.....AYE
 18 J. ARNDT.....AYE
 20 M. KIPP.....AYE
 22 G. BRUCE.....AYE
 24 R. RYDBERG.....AYE
 26 P. VRAKAS.....AYE
 28 P. JASKE.....AYE
 30 M. THOMAS.....
 32 C. WICHGERS.....
 34 R. SINGERT.....AYE

TOTAL AYES-31

TOTAL NAYS-00

CARRIED X

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-31