

## STAGING AREA RENTAL AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **CITY OF WAUKESHA, Wisconsin municipal corporation**, hereinafter referred to as "Lessor;" and **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Lessee,"

### WITNESSETH:

That Lessor does hereby lease to Lessee the parcel of real property known as Tax Key WAKC 0979 996 001, located at 2525 Meadowbrook Road in the City of Waukesha, being part of the Southwest ¼ of Section 29, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

1. The term of this lease shall commence on or around December 1, 2016, and run month to month thereafter, tentatively through December 31, 2017. Lessee shall yield and pay a rental of \$800 per month.
2. Lessee shall, on or before the effective date of such termination, completely remove from the premises all of its personal property owned or placed thereon and restore the site to a condition acceptable to Lessor.
3. The premises shall be used by Lessee for storage of materials, equipment and trucks and will not interfere with Lessor's normal operations.
4. Lessee shall provide such security measures as it deems necessary to protect its equipment or materials stored thereon.
5. Lessee shall, in the use and occupancy of the premises, comply with all laws, ordinances, rules and regulations of the City of Waukesha, Waukesha County, and other governmental bodies having jurisdiction, over the operation of Lessee's or Lessor's business or occupation of the premises.
6. It is understood that during the time said materials and equipment are stored on Lessor's premises, Lessee will indemnify and save Lessor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Lessee's use of said premises and Lessee will be responsible for any damage to the premises and Lessor's other personal property located on said premises arising out of Lessee's use of said premises; excepting, however, any claims or actions arising out of negligence or willful acts on the part of Lessor, its agents and invitees.

IN WITNESS WHEREOF the parties hereto have caused this lease agreement to be executed on the date and year first above written.

In Presence of:

**City of Waukesha**

Lessor

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

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

**WISCONSIN ELECTRIC POWER COMPANY, a  
Wisconsin  
corporation doing business as We Energies**

Lessee

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

Jeffrey Fowle, Right of Way Agent

Rent check should be made payable to: City of Waukesha

Payee's mailing address is: Attn Ron Grall, City of Waukesha Dept of Parks Recreation & Forestry, 1900 Aviation Dr, Waukesha, WI 53188

Payee's Social Security Number or Federal Tax ID is: 39-6005642.