

**VILLAGE OF CHENEQUA
RESOLUTION NO. 2022-11-14-04**

**RESOLUTION APPROVING THAT CERTAIN
FIRST AMENDMENT TO RESIDENTIAL LEASE**

WHEREAS, the Village of Chenequa (“**Village**”) entered into that certain Residential Lease (the “**Lease**”) with Autumn L. Steggall and Aimee L. Steggall (together, “**Steggall**”) for premises located at 31257 West County Road K, Chenequa, Wisconsin; and

WHEREAS, the last day of the term of the Lease is presently November 30, 2021 (the “**Expiration Date**”); and

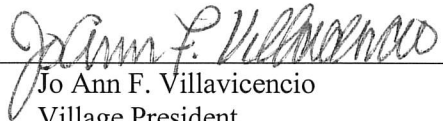
WHEREAS, the Village desires to enter into a First Amendment to Residential Lease with Steggall in a form substantially similar to that attached hereto as Exhibit A (“**Amendment**”) to extend the Expiration Date to November 30, 2023; and

WHEREAS, the Village now desires to approve the Amendment.

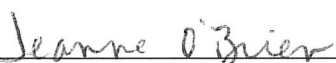
NOW THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Chenequa, Waukesha County, Wisconsin, hereby approves the Amendment and authorizes and directs the proper Village Officials to execute, deliver and take all additional appropriate and necessary actions to enter into the Amendment and in order for the Village to carry out its operations thereunder.

Adopted this 14th day of November, 2022.

VILLAGE OF CHENEQUA

By: 
Jo Ann F. Villavicencio
Village President

Attest:


Jeanne O'Brien
Village Clerk-Treasurer

Date Adopted: November 14, 2022

Date Posted: November 15, 2022

Exhibit A

Amendment

(Separately Attached)

FIRST AMENDMENT TO RESIDENTIAL LEASE

THIS FIRST AMENDMENT TO RESIDENTIAL LEASE (“**Amendment**”) is made and entered into as of the 1st day of December, 2022 (the “**Effective Date**”), between **Village of Chenequa** (“**Landlord**”), and **Autumn L. Steggall and Aimee L. Steggall** (each individually and together, “**Tenant**”).

RECITALS

- A. Landlord and Tenant entered into that certain Residential Lease (the “**Lease**”) for premises located at 31257 West County Road K, Chenequa, Wisconsin (the “**Premises**”).
- B. Landlord and Tenant desire to extend the term of the Lease and amend the Lease as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which by incorporation are deemed to include the foregoing Recitals as if fully restated below) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Capitalized Terms. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Lease will have the same meaning for purposes of this Amendment as they have in the Lease.

2. Integration of Amendment and Lease. This Amendment and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail.

3. Term. The Lease is hereby amended to extend the Last Day of Term to November 30, 2023.

4. Non-Standard Rental Provision - Termination. Notwithstanding anything to the contrary, Landlord and Tenant agree that Landlord shall have the right to terminate the Lease prior to the stated Last Day of Term, as extended by this Amendment, upon thirty (30) days’ written notice to Tenant in the event that Tenant’s employment with Lake Country Fire Rescue (“**LCFR**”) is terminated for any reason, or Tenant is otherwise deemed ineligible or incapable of performing its duties for LCFR.

5. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all parties executed the same document. All such counterparts shall constitute one agreement. Tenant and Landlord agree that delivery of a copy of this Amendment bearing an original signature by electronic mail in “portable document format” (“pdf”) form or by any other electronic means, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature.

6. Entire Agreement. This Amendment and the Lease contain all the terms, covenants, conditions and agreements between Landlord and Tenant relating to the matters provided for in this instrument. No prior or other agreement or understanding pertaining to such matters (other than the Lease) will be valid or of any force or effect.

7. Lease in Full Force and Effect. Except as expressly provided herein, all of the terms and provisions of the Lease shall remain in full force and effect. Tenant hereby confirms that Landlord has performed all of its required duties and obligations pursuant to the Lease through the Effective Date and that to Tenant's knowledge, no party is in default of its obligations under the Lease as of the Effective Date.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in manner sufficient to bind them as of the day and year first above written.

LANDLORD:

VILLAGE OF CHENEQUA

By: 
Daniel Neumer, Village Administrator

TENANT:

Autumn L. Steggall

Aimee L. Steggall