

**LICENSE AGREEMENT BETWEEN
R & R DEVELOPMENT, LLC AND THE
CITY OF LA CROSSE REGIONAL AIRPORT**

This License Agreement is entered into this _____ day of _____, 2014, by and between R & R Development, LLC, a Wisconsin Company (hereinafter referred to as "LICENSEE"), with principal offices located at 301 Sky Harbour Drive, La Crosse, WI 54603, and the City of La Crosse Regional Airport (hereinafter referred to as "LICENSOR"), with principal offices located at 2850 Airport Road, La Crosse, WI 54603.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

1. **GRANT:** LICENSOR hereby grants permission to LICENSEE for the placement and maintenance of one (1) sign for advertising purposes on LICENSOR's lands in accordance with this License Agreement (hereinafter referred to as "License" or "Agreement"). The part of LICENSOR'S lands (hereinafter referred to as "the premises") which may be used pursuant to this License is described in Section 2. LICENSEE agrees to use the premises in accordance with this License and for no other purpose or purposes whatsoever (except those purposes as may be determined by the LICENSOR for its own use).

2. **PREMISES:** The subject premises is located at the City of La Crosse Regional Airport in the Northwest ¼ of the Northeast ¼ of Section 18, T16N, R7W, City of La Crosse, La Crosse, Wisconsin, which is more fully described as:

Commencing at the Northwest corner of the NE1/4 of NW1/4 of Section 18, T196N, R7W; thence N 86° 06' 06" E 266.36' along the North line of said Section to the East right-of-way line of Fanta Reed Road; thence S 0° 34' 18" E, 1,159.45 along said North line to the point of beginning; thence N 3° 54' 42" W, 50.00'; thence S 86° 05' 18" W 15.00'; thence S 3° 54' 42" E, 50.00' to a point on the North line of Fanta Reed Road; thence N86° 05' 18" E, 15.00' to the point of beginning. Containing 750 square feet, more or less.

LICENSEE understands and agrees that the premises and anything on the premises, including the LICENSEE's sign, are subject to FAA Regulations. LICENSEE understands and agrees that any property belonging to LICENSOR being provided for use by LICENSEE shall be used in a responsible manner and only for the purposes provided in this License.

3. **TERM OF LICENSE:** The term of this License shall be for a period of five (5) years, commencing on the 1st day of September 2014 and terminating on the 31st day of August 2019, unless otherwise terminated. This license shall terminate upon the occurrence of any of the following:

- A. As of August 31, 2019;
- B. Upon thirty (30) days written notice by LICENSOR; or
- C. As of the date of taking, to the extent any portion of the premises is condemned or taken in any manner for public or quasi public use.

4. **FEES:** LICENSEE agrees to pay LICENSOR an annual fee for the use of the premises, payable September 1st of each year commencing on September 1, 2014. The initial fee shall be the amount of Six Hundred Dollars (\$600.00) and this amount shall be adjusted annually as set forth below.

A. **CPI INDEX:** Commencing on September 1, 2015, the fee described herein shall be adjusted annually in accordance with the Consumer Price Index (CPI) – United States City Average for the previous calendar year. Said adjustments shall be calculated as follows:

$$\text{Most recent year's rate} \times \text{CPI} \frac{\text{Index for July of most recent year}}{\text{CPI Index for July of next most recent year}} = \text{New Rates}$$

EXAMPLE:

$$2014 \text{ Rates} \times \frac{\text{CPI for July 2015}}{\text{CPI for July 2004}} = 2015 \text{ Rates}$$

B. PRORATION OF FEE: In the event that the commencement or termination of the term of this License falls on any other date than the first or last day of a calendar month, the applicable fees and charges for that month shall be pro-rated according to the number of days in that month during which the License was active and paid or re-paid to appropriate parties.

C. OTHER CHARGES: In the event that the fee is not received by LICENSOR within ten (10) days from its due date as set for the above, then the LICENSEE shall pay LICENSOR a late charge of Fifty Dollars (\$50.00). In addition, unpaid fees over thirty (30) calendar days shall accrue interest at the rate of one and one-half percent (1.5%) per month. LICENSOR does not waive the right to insist on payment of fees in full on the date it is due. Two such delinquencies shall constitute the termination of this License.

5. PREMISES CONDITION: LICENSEE accepts the premises "as is" and acknowledges that it has inspected the premises and determined it to be suitable for LICENSEE's use. LICENSEE agrees that it is not relying on any oral or written representations of LICENSOR concerning the premises.

LICENSEE shall, at its sole expense, keep, maintain and repair the premises, any improvements thereto and all equipment in a presentable condition consistent with good business practice, and in a manner to preserve and protect the general appearance of the premises. No changes, alterations or additions shall be made to the premises unless otherwise authorized by this License or as agreed and approved by the LICENSOR, in its sole discretion.

In the event LICENSEE does not keep the premises in a presentable condition in accordance with this License, LICENSOR has the right to issue a written notice to remedy the condition forthwith. Should LICENSEE fail to perform satisfactorily within ten (10) days of such notification, LICENSOR shall have the right to perform the necessary work, dispose of the material without liability and bill LICENSEE for costs incurred, including administrative costs, plus 15%.

6. ACCESS: LICENSEE agrees that the use of the premises is subject to the terms of this License and the LICENSOR has the sole right, without penalty, to restrict access to the premises and reject access to premises for a period of time as it may deem necessary for any purpose in connection with its operations, or for such other purpose as LICENSOR may deem necessary.

7. PERMITTED USE: LICENSEE understand and agrees that it has the privilege of engaging in and conducting a sign advertisement on the premises under the terms and conditions as set forth hereinafter, however, this License shall not be construed in any manner to grant LICENSEE or those claiming under it the exclusive right to the use of the premises other than those licensed exclusively to LICENSEE hereunder.

8. SIGN: The parties agree that LICENSEE's existing sign and lighting on the premises are acceptable to LICENSOR. Any changes, alterations, additions, or modifications to LICENSEE'S existing sign and/or lighting, any new sign, or any new lighting on the premises shall require advance written approval from LICENSOR. LICENSOR shall have sole discretion in determining whether it will provide its written approval for any requested changes, alterations, additions, or modifications to the existing sign and/or lighting, any new sign, or any new lighting. LICENSEE's existing sign includes a directional arrow and reference to the City of La Crosse Regional Airport. LICENSEE agrees to continue to provide such airport direction designation on its existing sign and on any sign on the premises, and substantially in the same form as is currently provided. Any and all costs associated with the sign and lighting, including, but not limited to, the physical structures, installation, placement, advertising, maintenance, repair, and removal, shall be solely borne by the LICENSEE.

9. INGRESS AND EGRESS: LICENSEE shall have the right of ingress to and egress from the premises, which right shall extend to LICENSEE's employees, invitees and agents subject however to the LICENSOR's current Airport Security Plan.

10. UTILITIES: LICENSEE agrees to provide for its own connections with utilities, such as electric, to make separate arrangements with the agencies responsible for the utilities. LICENSEE agrees to pay all utility and tax charges, if any, upon the property to include cost of installation for standard metering devised for measurement of such services.

11. TAXES: LICENSEE is solely responsible for any and all taxes for its property or that may result as a consequence of its use of the premises.

12. AUTHORIZATIONS: LICENSEE shall acquire and maintain at its sole cost all permits, licenses, authorizations, and other approvals that may be required by any federal, state or local governmental body.

13. DAMAGES: LICENSEE shall be held liable for any and all damages to the premises in whole or in part arising from the use of the premises by LICENSEE.

14. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before, during or after use of the premises hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the LICENSEE, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this License, regardless if liability without fault is sought to be imposed on the LICENSOR and/or City of La Crosse. LICENSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the LICENSOR and/or City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of any License with the LICENSEE.

15. INSURANCE: Throughout the term of this License and as a condition to entering the premises, LICENSEE shall obtain and maintain, at its sole cost, the following insurance coverage and provide evidence to LICENSOR of such insurance coverage:

A. Comprehensive General Liability or Public Liability insurance in the amount of not less than \$2,000,000 against claims for bodily injury, death and property damage. Said policy shall be endorsed to: i) name LICENSOR, its elected and appointed officials, officers, employees or authorized representatives or volunteers as an additional insured with respect to any and all bodily injury and/or property damage, and ii) to require that thirty (30) days written notice be given to LICENSOR prior to any cancellation or material change in the policy. If LICENSOR receives a notice of cancellation as to any such insurance coverage, Licensor may immediately terminate this License.

16. DISPOSITION BY LICENSOR: This License shall not in any manner, or to any extent, limit or restrict the right of LICENSOR to use or dispose of the premises as LICENSOR in its discretion may desire. LICENSOR'S right to use or dispose of the premises shall include, but not be limited to, free and unrestricted access for its employees, agents, representatives, assigns or Licensees to enter upon the premises by any means whatsoever for the purpose of constructing, installing, operating, maintaining, repairing, replacing or patrolling any or all of its facilities and equipment located on, in, over and under the PREMISES.

17. NOTICE: Notice permitted or required under this License shall be deemed received upon personal delivery, or as of the date of delivery certified in writing by a mail delivery service to:

LICENSOR:

Airport Manager
La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54603-1264

With Copy to: City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

LICENSEE:

R & R Development, LLC
301 Sky Harbour Drive
La Crosse, WI 54603

18. ASSIGNMENT, SUBLET, AND TRANSFER. LICENSEE shall not assign, sublet, or transfer its interests or obligations under this License without the prior written consent of LICENSOR. This License shall be binding on the heirs, successors, and assigns of each party hereto. LICENSEE shall provide not less than forty-five (45) days advance written notice of any intended and requested assignment, sublet or transfer.

19. **FORCE MAJEURE:** LICENSOR shall not be responsible to LICENSEE for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this License is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, lock outs, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not.

20. **COMPLIANCE WITH LAW:** LICENSEE shall comply in all material respects with any and all applicable federal, state and local laws, regulations, and ordinances.

21. **GOVERNING LAW:** This License and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this License shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

22. **SEVERABILITY:** The provisions of this License are severable. If any provision or part of this License or the application hereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this License and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

23. **CONSTRUCTION.** This License shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This License shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this License are inserted and included solely for convenience but shall never be considered or given any effect in construing this License with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this License, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

24. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this License to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

25. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this License, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

26. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this License shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

27. **ENTIRE AGREEMENT:** This License contains the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This License shall be amended only by formal written supplementary amendment. No oral amendment of this License shall be given any effect. All amendments to this License shall be in writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their authorized representatives on the date and year set forth above.

R & R DEVELOPMENT, LLC (LICENSEE):

LA CROSSE REGIONAL AIRPORT (LICENSOR):

Name/Title: Kristine H. Cleary,, Member

Name/Title: Clinton Torp, Airport Manager