

Parking Lot Lease

This parking lot lease ("Lease") is made between the **City of La Crosse**, Wisconsin, a municipal corporation, hereinafter known as "**Lessor**", with offices at 400 La Crosse Street, La Crosse, Wisconsin, and **R & R Restaurants, Inc. d/b/a Piggy's**, having its principal place of business at 501 Front Street South, La Crosse, Wisconsin 54601, and the **Pump House Regional Arts Center, Inc.** having its principal place of business at 119 King Street, La Crosse, Wisconsin (hereinafter collectively referred to as "**Lessee**")

1. **PROPERTY DESCRIPTION.** Lessor does hereby lease parking spaces on certain land on King Street west of the Pump House in the City of La Crosse, County of La Crosse, State of Wisconsin and further described as follows:

Lots 4 and 5 and part of Lot 6 of Block 5 of Dunn, Dousman, and Cameron's Addition to the Town of La Crosse, now City of La Crosse, La Crosse County, Wisconsin (also being part of the Northwest Quarter of the Northeast Quarter of Section 6, T15N,R7W) more particularly described as follows:

All of said Lot 4 and Lot 5 and the west 10 feet of said Lot 6, EXCEPT a triangular piece described as follows:

Beginning at the southwest corner of said Lot 5, also being the intersection of the north line of King Street with the east line of Front Street; thence easterly along the north line of King Street 25 feet; thence northwesterly to a point on the east line of Front Street which is 25 feet northerly of said intersection, as measured along said east line of Front Street; Thence southerly along said east line of Front Street 25 feet to the north line of King Street and the point of beginning.

To have and to hold said premises on the terms and conditions contained herein.

2. **TERM.** The term of this Lease shall be for ~~five (5) years~~ one (1) year commencing on June 1st, 2019 and remaining in force until June 1st, ~~2024~~ 2020.
3. **RENT.** Lessee agrees to pay rent of Three Hundred Dollars (\$300.00) per year, which amount shall be paid upon execution of this agreement for the first twelve month period and on or before June 1st each year thereafter.
4. **PERMITTED USE.** Said premises shall be used only for the purpose of customer parking on a first-come, first-served basis. Lessee will occupy and use the land in compliance with any and all laws, statutes, rules, regulations and ordinances (including without limitation environmental promulgated by any federal, state or local governmental agency). Lessee agrees that it shall maintain the land in the condition at least equal to the conditions as they existed on June 1, 2009, reasonable wear and tear accepted.
5. **Holdover.** Should **Lessee** remain in possession of any part of the Leased Premises after the expiration or other termination of this Lease, without extending the term or executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same

are applicable to a month-to-month tenancy. Notwithstanding, rent for any holdover tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. § 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.

6. NOTICE. Any notice required or permitted to be given by either party to the other shall be in writing to the following addresses:

For City of La Crosse:

City Clerk
400 La Crosse Street
La Crosse, WI 54601

With a copy to:

City Attorney
400 La Crosse Street
La Crosse, WI 54601

For R & R Restaurants, Inc. d/b/a Piggy's Restaurant

Chris Roderique
501 Front Street So
La Crosse, WI 54061

For Pump House Regional Arts Center, Inc.

Pump House Regional Arts Center, Inc.
Attn: Don Smith
119 King Street
La Crosse, WI 54601

Notice shall be deemed to have been received, if sent by U.S Mail, on the date of mailing.

7. ASSIGNMENT. This lease shall not be assigned without prior written consent of the City of La Crosse and any attempt to assign without the prior written consent of the City of La Crosse is void.
8. INSURANCE AND INDEMINIFICATION. Lessee agrees to furnish Lessor with liability insurance naming the City of La Crosse as co-insured in an amount of not less than \$1,000,000 for personal injury and property damage. The certificate of such insurance shall be maintained at all times during the term of this lease and shall provide that the City shall have at least thirty (30) days' notice prior to any cancellation of the same. Insurance needs to be obtained from a company licensed to do business in the State of Wisconsin. Lessee covenants and agrees that it will defend and indemnify the City of La Crosse, its agents, officers, employees and assigns from and against any and all damages, claims, warranties, costs and obligations, including attorney fees, which the City of La Crosse shall incur by reason or in consequence of Lessee's lease of the above described parcel. Lessee shall not be obligated to defend or hold harmless the City of La Crosse, its agents, officers and employees from and against any and all damages, claims, penalties, costs and obligations which the City of La Crosse may sustain or incur due to the intentional acts or intentional omissions of the City, its agents, officers and employees.
9. EMINENT DOMAIN. If the whole, or any part therein, of the property shall be taken under the power of eminent domain, the terms of this lease shall cease as to the parcel taken from

the date of possession of that part taken for public purpose, and from that date Lessee shall have the right to either cancel this lease or to continue possession of the remainder of the premises under the terms provided for herein.

All damages awarded for such taking shall belong to and be the sole property of Lessor, provided, however, that Lessor shall not be entitled to any portion of the award made for loss of improvements belonging to Lessee.

10. SIGNS. Lessee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the premises herein any signs or similar advertising device without first obtaining the written consent of Lessor, except as herein provided.

Lessor shall install sign(s) on the premises indicating the parking is reserved for customers of Lessee. The Lessee is permitted to continue to operate and maintain the Marquis Sign currently located on King Street between Front Street and Second Street subject to compliance with the sign code and any other applicable laws and regulations.

11. TEMPORARY CLOSURES. Lessor has the right to temporarily close the premises or any part thereof and prohibit parking during the term of this lease as follows: During the construction of any redevelopment project or public works project as deemed necessary by the Board of Public Works. Lessor shall provide advanced notice to Lessee of any such temporary closures.

12. WAIVER OR NON-WAIVER. Any waiver or any breach of the covenants contained herein to be kept and performed by Lessee shall not be considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture of any succeeding breach of either the same commission or covenant or otherwise.

13. APPLICABLE LAW. This lease shall be deemed to have made in and construed in accordance with the laws of the State of Wisconsin.

14. MAINTENANCE. The Lessee shall be responsible for all maintenance and snow removal.

15. TERMINATION. The Board of Public Works may terminate this Lease within thirty (30) days advance written notice to Lessee for any reason.

SIGNATURES ON NEXT PAGE

7.15.2020 EXPIRED AND NEVER SIGNED

In witness where, the parties have hereto on ___ day of _____, 20___, executed this lease.

CITY OF LA CROSSE

BY: _____
Timothy Kabat, Mayor

BY: _____
Teri Lehrke, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me this ___ day of _____, 20___, the above named Timothy Kabat, Mayor and Teri Lehrke, City Clerk to me known to be the persons who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI
My Commission: _____

R & R RESTAURANTS INC.
d/b/a Piggy's Restaurant

BY: _____
Chris Roderique

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me this ___ day of _____, 20___, the above named Chris Roderique to me known to be the person who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI
My Commission: _____

PUMP HOUSE REGIONAL ARTS CENTER, INC.

BY: _____
Don Smith

BY: _____
Toni Asher

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me this ___ day of _____, 20___, the above named Don Smith and Toni Asher to me known to be the person who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI
My Commission: _____