

LEASE AGREEMENT

This agreement is made this ____ day of _____, 2021 between the City of La Crosse, a municipal corporation, and Hunger Task Force of La Crosse.

Now, in consideration of the promises and covenants contained herein, the City of La Crosse, hereinafter referred to as Lessor, agrees to lease the premises situated in the City of La Crosse, County of La Crosse and State of Wisconsin, known as and described in the attached Legal Description.

This lease is made to the Hunger Task Force of La Crosse, hereinafter referred to as Lessee, in return for the benefit to Lessor of having a community garden planted there and for other consideration. Lessor and Lessee make the following covenants and agreements:

1. Lessor agrees to lease to Lessee for a period of three years from July 1, 2021 to June 30, 2024, except that this lease may be terminated with a ninety (90) days' notice from lessor.
2. Lessee shall pay to Lessor as rent for said leased premises for said term the sum of One Hundred Thirty Dollars (\$130) to be paid annually by July 1.
3. No improvements shall be added to the rental space, nor alterations made on rental space without prior written consent from the Lessor, except for those improvements and alterations necessary to plant a community garden.
4. Lessee shall at lessee's sole expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, mowed and shoveled, including signage, and Lessee shall yield the leased premises back to the Lessor upon the termination or revocation of this lease, in the same condition in which Lessee received same, ordinary wear and tear excepted.
5. Lessee agrees that any sign placed on leased premises must be approved in writing by Lessor as to its size and content.
6. Lessee agrees that it will, at all times, hold property and the Lessor, the Lessor's agents and employees harmless for any and all loss, liability, claims, suits, costs, expenses and damages, both real and alleged resulting from or caused in part or whole by the Lessees use of this premises. Lessee shall provide Lessor with proof of liability insurance for a minimum of \$500,000.
7. The premises shall be used by Lessee for the purpose of a community garden to promote the community through growing and activities for the education and welfare of the public. Short-term rental for any purpose which is related to Lessee's business shall be allowed with approval granted by the City of La Crosse Board of Public Works.
8. Lessee agrees not to assign this lease and not to sublet the leased premises.

9. Lessor may revoke this lease for Lessee's noncompliance with the provisions contained herein, for cessation of use or for abandonment of premises. Lessor shall be the sole judge of compliance.

10. Upon termination of this lease by its expiration or otherwise, lessee shall immediately yield possession of leased premises to Lessor and lessee shall remove any improvements plants, fencing, buildings, structures or equipment at lessee's sole expense.

11. Lessor shall work with Lessee to clean up the site post-harvest.

12. This agreement may be renewed by mutual consent and on such terms as are acceptable to the Lessee and the Common Council of the City of La Crosse.

Executed at La Crosse, Wisconsin, on this day above first written.

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

Hunger Task Force of La Crosse by
_____ (title)

_____ (title)

Lease Description
For
Hunger Task Force
At
Kane Street Gardens

Two parcels of land including:

Part of 825 Kane St (northern portion)

Lot 2 (2) Certified Survey Map No. 116, recorded in Volume 17, page 116 of Certified Survey Maps as Document Number 1712685, City of La Crosse, La Crosse County, Wisconsin.

900 Kane St

Certified Survey Map No. 139 Vol 17 Lots 1 & 2 Doc No. 1719592 & Jane Cole's Addition Block 16 & E1/2 Vac Kane St Lyg Wly & Adj to In Doc No. 1714331 EX Prt For RR R/W & THAT PRT OF FOLL DESC LYG WITHIN BLOCK 15 OF JANE COLE'S ADDITION & WITHIN BLOCK 12 OF MCCONNELL & WHITTLESEY'S ADDITION BEG AT SE COR OF BLOCK 12 MCCONNELL & WHITTLESEY N89D27M47SW 133.92FT TO SELY R/W LN OF CMSTP&PRR N48D42M13SE 180.51FT ALG SELY R/W LN TO W LN OF KANE ST S0D49M37SW 120.39FT TO POB & W1/2 VAC KANE ST LYG ELY & ADJ TO IN DOC NO. 1714331 SUBJ TO SLOPE ESMT IN V339 P308