

**Lease of Real Estate Only
At Isle la Plume site**

Whereas, La Crosse Area Underwater Rescue and Recovery Unit, LTD,(a/k/a La Crosse Dive Rescue Team) a Wisconsin Corporation organized under Chapter 181- The Wisconsin Nonstock Corporation Law is a tax exempt organization under 501(c) (3) under the Internal Revenue Code; and

Whereas, La Crosse Dive Rescue Team provides a valuable public safety service to the greater La Crosse area; and

Whereas, La Crosse Dive Rescue Team requires a facility to house its equipment and provide support services for its mission; and

Whereas, the City of La Crosse, A Wisconsin Municipal Corporation, owns a site on Isle al Plume, whose dimensions are approximately 125 feet by 125 feet that is proximate to the Mississippi River that would accommodate the erection of a suitable building by the dive and rescue unit; and

Whereas, the City of La Crosse, desires to promote the mission of the dive and rescue unit by a long-term lease to it for the site for nominal rent, with adequate safe guards to the City that protect the City from expenses and potential liability.

Now, therefore, the City of La Crosse (hereafter “lessor” or “City of La Crosse”) and the La Crosse Area Underwater Rescue and Recovery Unit, LTD (hereafter “lessee” or “Dive and Rescue”) AGREE as follows:

1. The Premises

The City of La Crosse lets to Dive and Rescue the site on Isle la Plume, 125 feet by 125 feet situated at the Southwest corner thereof abutting Hood Street and Joseph Houska Drive. Dive and Rescue, at its sole expense, will cause the subject property to be surveyed and a legal description produced, which shall be incorporated herein by reference or attachment. The City of La Crosse retains full ownership of the real estate.

Dive and Rescue is denied the right or ability to assign this lease or its rights hereunder to another entity, person or business without the express written consent of

the City of La Crosse. If Dive and Rescue should abandon the premises, the lease may be canceled by the City of La Crosse upon thirty (30) days notice.

2. Consent to Erection of Building

The City of La Crosse consents that Dive and Rescue may at once or as soon as practical to it construct a building and do related site work. Dive and Rescue will be solely responsible for the cost of all such work as the owner of the building and any appurtenant structures. Dive and Rescue will have sole responsibility that its building meets all code, ordinances, statutes and other legal requirements.

Dive and Rescue shall not suffer nor allow any liens or encumbrances to attach to the rented premises.

The City of La Crosse represents that the subject premises are not in the flood plain.

3. Term of Lease

The period of the lease shall be for forty (40) years, beginning on June 1, 2015 and termination on May 31, 2045. Lessee shall be entitled to peaceful and sole possession and occupancy of leased premise throughout the lease period. The parties will be open to good faith discussions to renew the lease prior to its termination, and to consider such factors as are relevant and appropriate at that time.

4. Annual Rent

The sum for rental to be paid by lessee to lessor shall be \$1 annually payable on June 1 of each year, with the first payment due June 1, 2015.

5. Maintain Legal Status

Dive and Rescue shall maintain its legal existence and be in compliance with any filing requirement thereof and shall maintain its tax exempt status. If Dive and Rescue ceases to operate as an entity, the City of La Crosse may terminate the lease upon thirty (30) days notice.

6. Lessee solely Responsible for Building

Dive and Rescue shall be responsible for all costs in maintaining its building and operation expenses, including electrical, insurance, utilities, water and sewer charges, equipment and facilities. Lessee shall keep the site in good appearance, and shall cut the grass as appropriate and shall appropriately clean the public areas of ice and snow.

7. Lessee to Relocate Fences and Trees

Lessee shall relocate and replace the current fencing of the site on the north and west sides so that the security of Lessor's adjoining property is not diminished. Any trees removed or destroyed in the course of Lessee's site work shall be replaced at Lessee's sole reasonability and cost.

8. Lessee to Hold City Harmless/Insurance

Dive and Rescue shall obtain liability insurance against personal injury, death and property damage in an amount of not less than one million dollars per incident and shall name the City of La Crosse as an additional insured. Throughout the term of the lease, Dive and Rescue shall hold the City of La Crosse, its officers, agents and representatives harmless for any and all liability in respect to the leased premises, including incidents of personal injury, death and property damage.

9. City's Right to Cancel One-Year Notice

The City of La Crosse reserves the right to cancel the lease at any time during the term of the lease by providing to Dive and Rescue a one year notice to that effect. In the event that the City of La Crosse should exercise this right, it shall compensate Dive and Rescue for the loss of the building and appurtenant structures by paying to it the higher of:

- (a) The then fair market value of the same based on a neutral appraisal. If the parties fail to agree upon an appraiser, then each may obtain its own appraiser and then submit to binding arbitration on the issue, where all relevant evidence may be received; or
- (b) Taking the cost of the same and then a straight line depreciation for a period of forty years to the point of taking.

10. Lessee's Right to Cancel Adverse Soil Conditions

Dive and Rescue may cancel this lease within thirty days of its execution by a written notice in that period to that effect if its soil testing of the site reveals substantial doubt as to the ability of the surface, without extensive support, could bear the size and weight of its intended building; or such testing reveals hazardous infiltration of the site, and the remediation thereof would be more than minimal.

11. Termination for Breach

If Lessee is in violation of the terms of this lease agreement the City of La Crosse may give a thirty(30) day notice to the lessee to correct the described violation, and upon failure to do so, may terminate this lease, and cause the lessee to be removed as provided by law.

12. Notices How Given

Written notice required or appropriate hereunder may be given in any reliable method providing for proof of receipt, including as follows: U. S. Mail, personal delivery and email.

Current contact for the parties is as follows:

For Lessee:

La Crosse Dive Rescue Team
P.O. Box 3172
La Crosse, WI 54602

Shawn Mahoney, President
2990 Kelley Road
La Crescent, MN 55947
smahoney@acegroup.cc

For Lessor:

MAYOR:

Timothy Kabat
City Hall
400 La Crosse Street
La Crosse, WI 54601

BOARD of PUBLIC WORKS

Dale Hexom, Director
City Hall
400 La Crosse Street
La Crosse, WI 54601

IN WITNESS THEREOF, the parties have signed and executed the within instrument.

Dated: _____

LESSOR:

City of La Crosse, a Wisconsin municipality

By:_____

By:_____

LESSEE:

La Crosse Area Underwater Rescue and Recovery Unit, LTD

By:_____

By:_____