

The Rustic 3 LLC LEASE

This outdoor property 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 **The Rustic 3 LLC** having its principal place of business at 103 3rd St, North La Crosse, WI 54601 (hereinafter referred to as "**Lessee**").

1. **PROPERTY DESCRIPTION.** Lessor does hereby lease

A parcel of land located in the City of La Crosse, La Crosse County, Wisconsin. Said parcel is a part of Lots 6 and 7 of Block 19 of the Town of La Crosse Addition to said City of La Crosse and is more particularly described as:

Beginning at the Southeast corner of said Lot 6 of Block 19, said point being the intersection of the Northerly line of Main Street with the Westerly line of North 3rd Street;

Thence N 62° 58' 15" W along said Northerly line, a distance of 73.70';

Thence N 27° 01' 45" E, a distance of 14.00'

Thence S 62° 58' 15" E, a distance of 63.42';

Thence N 27° 01' 45" E, a distance of 37.33'

Thence S 62° 58' 15" E, a distance of 10.28' to the Westerly line of North 3rd Street;

Thence S 27° 01' 45" W, a distance of 51.33' to the point of beginning.

This parcel contains 1416 square feet.

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

2. **TERM.** The term of this Lease shall be for one (1) year commencing on March 13, 2026, and remaining in force until March 12, 2027.

3. **RENT.** Lessee agrees to pay rent of \$1,000.00 due March 13, 2026.

4. **RIGHTS AND PRIVILEGES OF LESSEE**

A. Said premises shall be used only for the purpose of establishing an outdoor dining area owned and operated by the lessee. Lessee shall have the right to maintain, install or erect a fence enclosing the leased premises. No changes to the fence shall be permitted without Board of Public Works approval.

B. Lessee shall obtain all and comply with all required and necessary food service, alcohol, outdoor cabaret, and beverage operators' licenses and permits.

5. **OBLIGATIONS OF LESSEE**

A. Lessee shall not permit trash or rubbish to accumulate.

B. Lessee shall make repairs at its sole cost and expense to fences or improvements on leased property.

- C. Lessee shall provide sufficient trash receptacles and monitoring so that the adjacent City trash receptacles are not used by the business or its patrons.

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:
Director of Planning and Development
400 La Crosse Street
La Crosse, WI 54601

For The Rustic 3 LLC
Tim Larsen
103 3rd Street, North
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. 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 hold over tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. 5 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.

9. INSURANCE AND INDEMNIFICATION. Lessee agrees to furnish Lessor with general liability insurance naming the City of La Crosse as an additional insured in an amount of not less than \$1,000,000 for bodily injury, personal injury and property damage and \$2,000,000 with umbrella insurance. Coverage shall be primary and non-contributory for the City of La Crosse. Coverage shall also contain a waiver of subrogation in favor of the City of La Crosse. 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 must 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.

Lessee should also furnish evidence of liquor liability insurance in an amount not less than \$1,000,000 per incident which must also be placed with an insurance company licensed to do business in the State of Wisconsin.

10. 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.

11. 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.

12. 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.

13. 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.

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

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

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

17. RENEWAL. The parties agree that there shall be the option to renew this lease for an additional term to be determined by the Common Council. Lease rental rate shall be subject to the City Assessor's valuation at the time of renewal.

In witness where, the parties have hereto on ___ day of March __, 2026 executed this lease.

CITY OF LA CROSSE

BY: _____
Shaundel Washington-Spivey, Mayor

BY: _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)

) ss.

COUNTY OF LA CROSSE

Personally came before me this ___ day of _____, 2026, the above named Shaundel Washington-Spivey, Mayor and Nikki Elsen, 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:

The Rustic 3 LLC

BY: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF LA CROSSE

Personally came before me this ___ day of _____, 2026, the above _____ to me known to be the persons who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My Commission:

**The Rustic 3 LLC
dba The Rustic
at
103 3rd Street North**

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**Drafted by DJK 12/8/2010
Checked by JMC 12/8/2010**

 = LEASE AREA



ALLEY

3RD STREET

MAIN STREET

3RD STREET

14.00'

63.42'

37.33'

10.28'

73.70'

51.33'