

DAHL FORD LA CROSSE, INC. LEASE

This lease entered into this ____ day of _____, 2014, is made between the City of La Crosse, Wisconsin, a municipal corporation, acting by and through its Board of Public Works, hereinafter known as "Lessor", with offices at 400 La Crosse Street, La Crosse, Wisconsin, and Dahl Ford La Crosse, Inc., hereinafter known as "Lessee," having its principal place of business at 711 South Third Street, La Crosse, WI 54601.

1. PROPERTY DESCRIPTION

As set forth on **Exhibit A**, Lessor does hereby lease Part of Government Lot 2 of Section 31, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Commencing at the northeast corner of said section 31; thence S 00°22'44" E 2004.49 feet to the west right-of-way line of Copeland Avenue and the southeast corner of a parcel recorded in Document #1392730, and the point of beginning; thence along the west right-of-way line of said Copeland S 01°19'20" E 27.97 feet; thence N 89°14'43" W 102.05 feet; thence N 67°43'41" W 113.30 feet; thence N 64°53'41" W 123.02 feet to the west line of said parcel as described in Volume 623, Page 917; thence along said west line, N 00°25'30" E 20.04 feet to the northwest corner of said parcel; thence, along the north lien of said parcel, S62°56'14"E 190.07 feet to the southeast corner of said parcel and the south line of a parcel as recorded in Document #1392730; thence S 89°31'20" E 148.24 feet to the point of beginning.

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

2. TERM

The term of this agreement shall be for twelve (12) months from the date listed above. No renewal shall be effective without Board of Public Works approval.

3. RENT

Lessee agrees to pay rent of Three Hundred Dollars (\$300.00) for the twelve (12) month term due upon execution of this agreement.

4. RIGHTS AND PRIVILEGES OF LESSEE

Subject to the terms and conditions herein set forth, Lessee is hereby given the following rights and privileges during the term of this Lease:

- A. Maintain fence and paved leased premises to allow for automobiles to go between the building and the fence.

- B. The Lessee shall have the right of access, ingress and egress to and from the improvements placed upon the leased premises without any unreasonable interference.
- C. 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 the land shall be maintained in the condition at least equal to the conditions as they existed on October 1, 2007, reasonable wear and tear accepted.

5. RIGHTS AND PRIVILEGES OF LESSOR

Lessor, in addition to any rights herein retained by it, reserves the following privileges:

- A. Lessor reserves the right to enter upon the premises leased by the Lessee from Lessor at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the conditions of this lease and gain access to dike.
- B. Lessor, its agents, employee, representatives and contractors shall have the right to make repairs and improvements to the leased premises at all times, including without limitation thereof, surveys, tests borings, installation of drainage tile and ditches, underground and aboveground utilities, or as otherwise deemed appropriate by Lessor.

6. OBLIGATIONS OF LESSEE

- A. Lessee shall not permit trash or rubbish to accumulate.
- B. Lessee shall make repairs at is sole cost and expense to fences or other improvements if damaged.
- C. Lessee agrees to maintain premises in good and safe condition at its sole cost and expense.
- D. Lessee agrees to pay all bills due the Lessor in a timely manner. Unpaid bills over thirty (30) days past due form the date of billing shall accrue interest at the rate of One and One-half percent (1 ½ %) per month, which shall then be billed to the Lessee.

7. 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

For Dahl Ford La Crosse, Inc.

Dahl Ford La Crosse, Inc.
711 South Third Street
La Crosse, WI 54601

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

8. 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. This agreement shall extend to, and bind the legal representatives, successors and assigns of the respective parties hereto.

9. INSURANCE AND INDEMNIFICATION

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.

10. RIGHT TO TERMINATE

It is further agreed that should public necessity or convenience necessitate termination of the lease by Lessor, such as may be required or necessary relative to repair or replacement of the City water system well or distribution system which is located on immediately adjacent premises, Lessee agrees to vacate the leased premises upon 60 days' prior notice. Lessee further agrees to allow access to the City of La Crosse to its well in order to repair or replace its facilities and its water system.

11. RIGHTS TO CURE DEFAULTS

If Lessee fails to comply with any provision in the License agreement, which Lessor claims to be in default hereof, Lessor shall serve notice upon Lessee, specifying the default, whereupon a grace period of thirty (30) days shall commence to run, during which Lessee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days should the Lessee makes good faith showing that efforts to a cure are continuing.

12. RIGHTS UPON TERMINATION

Upon termination of this agreement, Lessee's rights herein shall cease, and Lessee shall immediately surrender the same. Further, Lessor shall be entitled to have the premises demised herein restored to reasonable condition, ordinary wear and tear, damage by elements, or other causes beyond the control of Lessee excepted.

13. 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.

14. 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 a sign on the premises indicating that parking is reserved for customers of Lessee.

15. AMENDMENT

This Agreement may not be amended, except pursuant to a written instrument signed by both parties.

16. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin as to interpretation, performance and choice of law and shall be deemed to have been drafted through the combined efforts of both parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives the right to change venue.

[SIGNATURES ON NEXT PAGE]

BOARD OF PUBLIC WORKS

BY: _____
Tim Kabat, President

BY: _____

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

Personally came before me this ____ day of _____, 2014, the above named Tim Kabat to me known to be the persons who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI
My Commission: _____

DAHL FORD LA CROSSE, INC.

By: _____ Title: _____

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

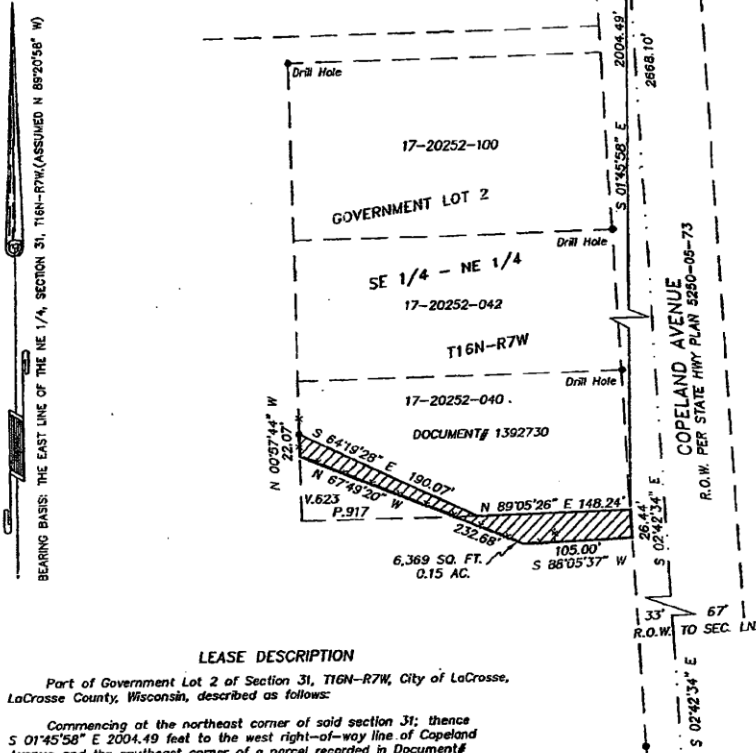
Personally came before me this ____ day of _____, 2014, the above named _____ to me known to be the person who execute the foregoing instrument and acknowledged the same.

Notary Public, State of WI
My Commission: _____

LEASE DRAWING AND DESCRIPTION

(CITY OF LA CROSSE ENGINEERING DEPARTMENT)

Found
D.O.T. Mon.
NE Cor.
31-16-7



LEASE DESCRIPTION

Part of Government Lot 2 of Section 31, T16N-R7W, City of LaCrosse, LaCrosse County, Wisconsin, described as follows:

Commencing at the northeast corner of said section 31: thence S 01°45'58" E 2004.49 feet to the west right-of-way line of Copeland Avenue and the southeast corner of a parcel recorded in Document# 1392730, and the point of beginning;

thence, along the west right-of-way line of said Copeland Avenue S 02°42'34" E 26.44 feet;

thence S 88°05'37" W 105.00 feet;

thence N 87°49'20" W 232.68 feet to the west line of said parcel as described in Volume 623, Page 917;

thence, along said west line, N 00°57'44" W 22.07 feet to the northwest corner of said parcel;

thence, along the north line of said parcel, S 64°19'28" E 190.07 feet to the southeast corner of said parcel and the south line of a parcel as recorded in Document# 1392730;

thence N 89°05'26" E 148.24 feet to the point of beginning.

Found
D.O.T. Mon.
E 1/4 Cor.
31-16-7

LEGEND

- = Found Iron Bar
- = Boundary of this Drawing
- - - = Centerline
- () = Recorded dimensions
- x-x-x- = Fence line

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



DAHLSUPERIOR2007.DWG