



LANDLORD

The Fenigor Group, LLC
1501 Saint Andrew St
La Crosse WI 54603

Contact: Justin Hass, Member
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Telephone: 608.782.5226
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LEASE FOR

MID AMERICA COMMERCIAL COURT

TENANT

NAME: City of La Crosse / Park & Recreation

ADDRESS: 400 La Crosse St

CITY: La Crosse

STATE: WI

ZIP: 54601

CONTACT: Jay Odegaard

TELEPHONE: 608-789-7593

FAX:

E-MAIL: Odegaard.j@cityoflacrosse.org

LEASE

THIS LEASE AGREEMENT, between Landlord and Tenant

WITNESSETH

In consideration of the rent, covenants and agreements hereinafter to be paid and performed on the part of the Tenant, the Landlord hereby leases to the Tenant the following described premises on the terms and conditions hereinafter set forth.

1 BASIC LEASE PROVISIONS

- A. LANDLORD: The Fenigor Group, LLC
- B. TENANT: City of La Crosse / Park & Recreation
- C. ADDRESS: 1501 Saint Andrew St, La Crosse WI 54603
- D. AREA TO BE LEASED: A101, 6926 Sq ft & Basement Area 1, 1200 sq ft

E. TERM: 3 year

Start Date: June 1st, 2020

End Date: May 31st, 2023

Options to Extend: First Right of Refusal

F. MONTHLY RENT: \$7,791.00

G. COST OF LIVING RENT ADJUSTMENT:

H. USE OF PREMISES: Community Center

I. HEAT: LANDLORD X TENANT

J. ELECTRICAL POWER: LANDLORD X TENANT

K. WATER AND SEWER: LANDLORD X TENANT

L. GARBAGE REMOVAL: LANDLORD X TENANT

M. REAL PROPERTY TAX CONTRIBUTION: APPLICABLE
NOT APPLICABLE X

N. REAL ESTATE TAX INCREASES APPLICABLE
NOT APPLICABLE X

Base Year:

Base Year Total Taxes:
Total Leasable Square Foot:
Basic Year Taxes Per Square Foot:

O. SECURITY DEPOSIT: One Month rent (Due upon signing)

P. TENANT'S MECHANICAL REPAIR OBLIGATIONS:

	<u>Tenant</u>	<u>Landlord</u>
Plumbing		X
Electrical		X
HVAC		X
Light Bulb Tubes	X	
Light Ballasts		X

Q. SNOW AND ICE REMOVAL:

Parking Off Street		X
Loading Areas		X
Sidewalks		X

R. OTHER PROVISIONS: N/A

This Lease includes the standard provisions of Paragraphs 2 through 45 set forth on pages 1 through 5 attached, and the provisions of Paragraphs 1 through 18 of the attached Addendum A.

By: _____
Tenant

By: _____
Landlord



the
fenigor
group, llc

The Fenigor Group LLC
Standard Lease Provisions (2 thru 46)

2. DEMISED PREMISES. Landlord does hereby lease to the Tenant the demised premises in the building described in Paragraph 1.D. and as described on Exhibit 1.
3. TERM. The term of this lease shall commence the start date and terminate on the end date set forth in Paragraph 1.E.

If no end date is specified in Paragraph 1.E., this shall be a month-to-month lease, terminable by either party on thirty (30) days written notice.

If Paragraph 1.E. provides that the tenant is given an option to extend the term of this Lease, such extended terms shall be subject to all provision contained in this Lease. Each extended term shall commence immediately upon the expiration of the preceding term.

4. RENT. The tenant does hereby agree to pay to the Landlord the monthly rent set forth in Paragraph 1.F., in advance on the first day of each and every month of the term hereof. These payments shall be made to the Landlord at the address shown in Paragraph 1.B. or to any other payee or mailed to any other address which the Landlord may designate in writing.
5. RENT ADJUSTMENT. See cover sheet.
6. USE OF DEMISED PREMISES. Tenant shall use the demised premises for the purposes set forth in Paragraph 1.H. In accordance with all applicable statutes, codes, ordinances and rules. The Tenant shall not use the demised premises for any other purpose without the written consent of the Landlord.
7. COMMON ACCESS. Tenant shall have the right of ingress and egress and the use of such driveways, docks, entryways, hallways, and common areas as are from time to time located and established on Landlord's premises adjoining and adjacent to the demised premises and as are further described on Exhibit 2 attached hereto and incorporated herein. The right to use said driveways, docks, entryways, hallways and common areas shall however be exercised by Tenant, so as not to unreasonably obstruct or prevent the normal flow of traffic.
8. HEAT. The party designated in Paragraph 1.I. shall pay for the cost of all electric power and natural gas consumed to heat and air condition the demised premises.
9. ELECTRICAL POWER. The party designated in Paragraph 1.J. shall pay for the cost of all electrical power consumed on the demised premises.
10. WATER AND SEWER. The party designated in Paragraph 1.K. shall pay for the cost of all water consumed on the demised premises and all sewage charges relating to the demised premises.
11. GARBAGE REMOVAL. The party designated in Paragraph 1.L. shall pay for debris and garbage removal charges. In the event Landlord is the designated party, Landlord's obligation shall be limited to providing one dumpster for use in common with other tenants and to be emptied weekly.
12. OTHER UTILITIES. Tenant hereby agrees to pay for the cost of all utilities (other than those provided for in Paragraphs 8, 9, 10 and 11, above) that are consumed as the result of the Tenant's occupation of the demised premises.

13. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. If provided for in Paragraph 1.M. monthly during the term hereof, as and for Tenant's contribution in charges for real estate taxes and special assessments. Tenant shall pay the amount set forth in Paragraph 1.M.
14. REAL ESTATE TAXES AND SPECIAL ASSESSMENT INCREASES. If provided for in Paragraph 1.M., during each year of the term of this Lease. Tenant shall pay a portion of any increase in real property taxes and general and special assessments ("real property taxes"). Over and above those real property taxes levied and assessed against the demised premises for the base year. The Landlord and Tenant agree that the base year, base year real property taxes for the total taxable property, leasable square feet for the total taxable property and base year property taxes per leasable square foot area are as set forth in Paragraph 1.N. The Tenant's obligation under this Paragraph shall be to pay an amount computed by multiplying the increase in the real property taxes per leasable square foot times the number of square foot leased to Tenant.

Each year Landlord shall furnish Tenant with a copy of the tax bill and a calculation showing Tenant's required contribution for real estate taxes pursuant to this paragraph. Within ten (10) days after being furnished with that calculation. Tenant shall pay the Landlord its share of the real property taxes.

15. PERSONAL PROPERTY TAXES. Tenant agrees to pay when due any personal property or similar taxes incurred or accruing as a result of Tenant's occupancy of the demised premises.
16. SECURITY DEPOSIT. At the time of the execution of this Lease, the Tenant shall pay to the Landlord, as security for performance of all of the obligations of the Tenant under the terms of this Lease, the sum set forth in Paragraph 1.O. Upon Tenant's faithful performance of all of the terms of this Lease, Landlord shall return the security deposit to the Tenant, without interest.
17. OWNERSHIP AND QUIET ENJOYMENT. Landlord covenants that it is lawfully seized of the demised premises and has full right and power to enter into this Lease for the full term and upon all conditions herein contained and will deliver possession of the demised premises upon the commencement date of the Lease. As long as no default exists, then Tenant, on paying rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term, use and purpose leased hereunder.
18. CONDITION OF PREMISES. The Tenant has examined and knows the condition of the demised premises, accepts the demised premises on an "as is" basis, and is relying only on the representations as to the condition or repair made by the Landlord which are expressly stated in this Paragraph. Landlord represents that the demised premises, and such utilities as may now serve the demised premises, will be in good working order and condition on the commencement date of the lease and that the demised premises will be safe, secure, and in compliance with all applicable laws, rules, and regulations impacting the demised premises throughout the term of the Lease.

The term "demised premises" as used in this paragraph includes only the roof, structural foundation, floors, ceilings, and bearing walls, together with any loading docks, loading bay doors, pedestrian doors and plate glass which may exist on premises. The term "utilities" as used in this paragraph includes only such electrical, plumbing, HVAC and sprinkler systems as may now exist on the demised premises.

The parties agree that these representations shall be deemed fulfilled unless Tenant, within (5) days after taking possession of the demised premises, provides Landlord with written notice of any deficiencies. Tenant states that Landlord has not promised to make any repairs, alterations or improvements, or otherwise alter the condition of the demised premises or adjacent areas of access, driveways, docks or parking. The Tenant agrees that at the expiration or termination of this Lease or any extension or renewal, the tenant will return the demised premises clean and in as good a condition as the demised premises were on the date of this Lease, normal wear and tear excepted.

19. REPAIRS AND MAINTENANCE With the exception of damage arising out of the acts, neglect or operations of the Tenant, its employees, invitees or business customers, Landlord agrees to repair and maintain, at Landlord's expense, the roof; structural foundation, floors, ceilings, bearing walls, loading docks, loading bay doors and pedestrian doors. The Tenant agrees to repair all other damage occurring during the term of this lease including that which arises out of acts or neglect of the Tenant, its employees, invitees, or business customers or as the result of damage caused by Tenant's operations. Additionally, the party designated in Paragraph 1.P. shall pay for the cost to keep the lighting, utility and mechanical systems serving the demised premises in good repair. The Tenant shall replace any glass throughout the interior of the demised premises which is broken, except in the event of the Landlord's negligence or misconduct during the term of this Lease.

If the Tenant refuses or neglects to make proper repairs to the demised premises as required above within thirty (30) days after written request by the Landlord, for non-emergency repairs, the Landlord may make such repairs without liability to the Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property, or to the loss of business occasioned by reason thereof. In the event the Landlord makes such repairs,

all of Landlord's costs and expenses shall be additional rent, and shall be due and payable from the Tenant to the Landlord within fifteen days of Landlord's written demand for same.

The Tenant shall keep the demised premises, all areas adjacent to it, at all times in a neat, clean and sanitary condition, free from waste and debris, and shall neither commit nor permit any waste or nuisance.

Landlord and Tenant shall be respectively obligated for ice and snow removal as described in Paragraph 1.Q.

20. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make or install any alterations, additions, improvements or fixtures to the demised premises, or make any contracts therefore, without first procuring Landlord's written consent, such consent not to be unreasonably withheld, conditioned or delayed, and delivering to Landlord the plans, specifications, names and addresses of contractors, copies of proposed contracts, and necessary permits, in a form and substance satisfactory to the Landlord, and furnish indemnification against liens, costs, damages and expenses as may be required by Landlord. All alterations, additions, improvements and fixtures which may be made or installed upon the demised premises, shall be the property of the Landlord and shall remain upon and be surrendered with the demised premises as a part thereof; without disturbance, molestation, or injury, at the termination of this Lease all without compensation or credit to Tenant. Provided, however, if prior to termination. Landlord so directs by notice to Tenant, Tenant shall, within ten (10) days, remove the alterations, additions, improvements and fixtures which were placed on the demised premises by Tenant, and which are designated in the notice, and repair any damage occasioned by retrieval. In default thereof, Landlord may effect the removal and repair, and Tenant shall pay to Landlord the cost thereof.
21. TENANT'S EQUIPMENT. It is understood and agreed that any equipment, furniture, signs, and other personal property installed in the demised premises or otherwise placed on the demised premises by the Tenant shall remain Tenant's property and shall be RETRIEVED BY Tenant upon the termination of this Lease, whether attached to the demised premises or not, provided, that Tenant shall repair any damage to the demised premises caused by such removal. In default thereof, Landlord may effect the removal and repair, and Tenant shall pay to Landlord the cost thereof.
22. SIGNS. The Tenant shall have the right to install and maintain a sign or signs advertising the Tenant's business provided that the Tenant first obtains written consent of the Landlord. Landlord's consent shall not be unreasonably withheld, delayed or conditioned.
23. COMPLIANCE WITH LAWS AND REGULATIONS. The tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal, state, city and local governments, and with all rules, orders and regulations of the applicable Board of Fire Underwriters. The tenant shall procure and maintain any and all permits required for Tenant's activities on the premises.
24. INSURANCE.
 - A. Landlord shall procure and maintain basic form property insurance for the actual cash value of the building, designated premises, and the permanent improvements located therein, and Landlord shall procure and maintain general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - B. Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring: (1) Landlord and Tenant from all claims, demands, or actions for bodily injury or property damage in an amount of not less than a combined single limit of \$1,000,000; made by, or on behalf of, any person or persons, firm or corporation arising from or connected with the designated premises or any act or omission of Tenant. This insurance shall include full coverage for Tenant's personal property, trade fixtures, equipment, furniture and furnishings on the designated premise. Tenant shall furnish Landlord with a Certificate or Certificates of Insurance, naming Landlord as an additional insured for the insurance referred to above.
25. MUTUAL WAIVER OF SUBROGATION RIGHTS. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the demised premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).
26. INDEMNIFICATION. The tenant agrees to indemnify and hold the Landlord harmless from any and all claims, damages, costs, fees and expenses arising from the conduct or management of Tenant's business in or about the demised premises; arising from the violation of any law, rule or ordinance occasioned by the neglect of

Tenant or Tenant's agents, invitees or contractors; arising from any act, omission or other occurrence in or about the demised premises resulting in personal injury, death or property damage; or arising from any failure of the Tenant in any respect to comply with the perform all of the requirements and provisions of this Lease. Tenant shall not indemnify employees and agents, notwithstanding the foregoing or any provisions to the contrary in this Lease, Tenant shall not indemnify or hold Landlord harmless for claims, damages, costs, attorneys' fees or expenses arising as a result of Landlord's negligence or misconduct.

28. LANDLORD NOT LIABLE TO TENANT FOR DAMAGE. Not applicable.

29. ENVIRONMENTAL INDEMNITY. As used herein, the following terms shall have the following meanings:

- A. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 1802 et seq., the "Toxic Substances Control Act, 15 U.S.C. 2601 et seq., The Federal Water Pollution Control Act, 33 U.S.C. 9601 et seq., the Clean Water Act, 33 U.S.C. 1321 et seq., the Clean Air Act 42 U.S.C. 7401 et seq., Petroleum Storage Remediation Act, Ch. 101, 143 Wis. Stats., Ground Water Protection Act. Ch. 160, Wis. Stats., The Wisconsin Water, Sewage, Refuse Mining and Air Pollution Act, Ch 141, Wis. Stats., and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment, all as may be from time to time adopted or amended.
- B. "Hazardous Substances" means asbestos, urea formaldehyde, polychlorinated biphenyls (PCB's), nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by any Environmental Law.

The Tenant and Landlord hereby agree to defined, indemnify, and hold harmless each other, their employees, agents, successors and assigns (hereinafter collectively referred to as the "Indemnities") from and against and shall reimburse each such indemnities for, any and all loss, claim, liability, damage, judgment, penalty, injunctive relief, injury to person, property or natural resource, cost, expense, action, or cause of action arising in connection with or as the result of the use handling, storage, transportation, manufacture, release or disposal of any Hazardous Substance in, on, or under the premises in connection with the indemnitor's operations (but not the operations of other tenants of Landlord), whether foreseeable or unforeseeable, at the time of discovery (hereafter collectively referred to as "Loss"). The foregoing indemnification against Loss includes, without limitation indemnification against all costs of removal, response, investigation or remediation of any kind, and disposal of such Hazardous Substances, all costs of determining whether the premises is in compliance with, and of causing the premises to be in compliance with, all applicable Environmental Laws, all costs associated with claims for damages to person, property, or natural resources, and the Landlord's reasonable attorneys' and consultants' fees, court costs, and expenses incurred in connection with any claims thereof.

The obligations under this indemnity shall survive the Lease. The rights of the Indemnitees under this indemnity shall be in addition to any other rights and remedies which the Indemnitees may have under this Lease or at law or in equity.

30. DESTRUCTION BY FIRE OR CASUALTY. In the event the demised premises or the building in which the demised premises are located shall be damaged by fire, explosion, windstorm or any other casualty then Landlord shall, within a period of thirty (30) days after said damage, advise Tenant in writing as to whether or not Landlord intends to repair such damage. In the event Landlord elects to restore the damage, such restoration shall be completed within a period of sixty (60) days after notice has been given to Tenant hereunder. In the event that the damage to the demised premises, shall be to such an extent that Tenant is precluded from carrying on its business hereunder, the rental shall be abated during that period. In the event Tenant is able to carry on its business during the period in which repairs and restorations are taking place, rentals shall be abated proportionately on the basis of the portions of the demised premises that shall be under repair and suitable for use by Tenant and Tenant shall have the option to terminate the Lease as of the date of the casualty upon delivery of written notice of termination to Landlord with twenty (20) days of the date of the casualty.

Notwithstanding any other provisions of this section to the contrary, if the demised premises or the building in which the demised premises are located shall be damaged by fire, explosion, windstorm or other casualty, then the Landlord may, at its election upon notice to Tenant, within thirty (30) days after such damage, without further liability to Tenant, terminate this Lease as of the date of such damage.

31. CONDEMNATION BY RIGHT OF EMINENT DOMAIN.

- A. If the demised premises, or any portion of the building in which the demised premises are located, or surrounding grounds, shall be taken for any public or quasi-public use under state or by right of eminent domain or by private purchase in lieu thereof, this Lease may, at Landlord's option, be terminated as of the date that title is taken. Rent shall be apportioned as of the date of such termination. The compensation awarded or paid upon such taking of the premises shall belong to and be the property of the Landlord.

In the event a separate award is made by the condemning authorities to Tenant for loss of business, moving expenses, or for the taking of Tenant's property within the demised premises, Landlord shall have no interest in any such award.

- B. If only a portion of the demised premises shall be taken for any public or quasi-public use by statute or by right of eminent domain or by private purchase in lieu thereof, if the Landlord does not elect under Paragraph A above to terminate this Lease and if it is practicable for Tenant to continue its operation on the demised premises, the monthly rental payments hereunder shall be adjusted to reflect the taking of a portion of the demised premises. The rent adjustment shall reduce monthly rent in direct proportion to the reduction of square footage of the demised premises as a result of the taking. Landlord shall, at its sole cost and expense, place demised premises in such that it can be used for conduct of Tenant's business. The compensation awarded or paid upon such a partial taking shall belong to and be the property of the Landlord.
32. SECURITY. It is understood and agreed that Landlord shall not be responsible in any way for property of the Tenant lost or damaged through theft, misappropriation, vandalism or any other cause.
33. ASSIGNMENT AND SUBLETTING. Tenant shall not, without Landlord's prior written consent: (a) assign, convey, or mortgage this Lease or any interest under it, (b) allow any transfer or of lien upon Tenant's interest by operation of law, (c) sublet the demised premises or any part thereof, or (d) permit the use or occupancy of the demised premises or any part thereof by anyone other than Tenant. Landlord agrees that it will not unreasonably withhold, delay or condition its consent to any assignment or sublease. No permitted assignment or subletting shall relieve Tenant or Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.
34. LANDLOR'S RIGHT TO ACCESS. Landlord and its agents shall have reasonable access to the demised premises upon twenty-four (24) hours prior telephonic notice during Tenant's normal business hours for the purpose of examining the same and to ascertain the state of repair, to make reasonable repairs which the Landlord may be required to make hereunder and to exhibit the same to prospective purchasers or tenants. Landlord shall not be liable to Tenant in any manner for any expense, loss or damage by reason thereof, nor shall the exercise of such right be deemed an eviction of Tenant's use of possession. Landlord may place "For Rent" or "For Sale" notices on the demised premises on or after one hundred fifty (150) days next preceding the expiration date of this Lease.
35. DEFAULT BY TENANT. Upon the failure of Tenant to pay rent at the times and in the manner hereinbefore provided or upon the failure of Tenant to promptly perform any other covenant or agreement hereunder, or if the leasehold interest of the Tenant shall be taken on execution or other process of law, or if the Tenant shall petition to be or be declared bankrupt or insolvent according to the law, or if the Tenant shall vacate the demised premises or abandon the same during the term of this Lease, Landlord may, at its option, terminate this Lease and the terms hereof by giving Tenant at least fifteen (15) days (five (5) days in the case of rent payments) written notice of such termination, which notice shall specify the nature of the default. After the giving of such notice, if such default is not cured within said fifteen (15) day period (five (5) days in the case of rent payments), or if Tenant is not exercising due diligence to cure such default if such default cannot be reasonably cured within fifteen (15) days (not applicable to rent), Landlord may terminate this Lease and thereupon Tenant shall vacate and surrender the demised premises to Landlord, and Landlord may without notice re-enter and repossess the same and remove all persons and parties there from with or without legal process using such force as may be necessary so to do without being guilty of trespass, forcible entry, detainer or other tort and without incurring any liability for damages or otherwise to Tenant by reason of such re-entry or termination of the terms of this Lease, provided that such re-entry and repossession shall not affect Tenant's obligation to pay the rent due hereunder for the balance of the term remaining after said termination. In the event of any repossession of the demised premises by Landlord because of the default of Tenant herein either under the foregoing provisions or in pursuance of any proceedings under the applicable laws or statutes, Landlord may, if Landlord so elects, relet the demised premises or any part thereof, either on its own account or as agent for Tenant for the balance of the term hereof or for longer or shorter period in the discretion of Landlord and Tenant agrees to pay to Landlord the rent hereinbefore reserved on the days when the same become due and payable, less the net proceeds of reletting, if any. All rights and remedies of Landlord shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

In case suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorneys' fees.

36. DEFAULT BY LANDLORD. If Landlord shall default in the performance or observance of any agreement or condition of this Lease contained on its part to be performed or observed, or shall default in the payment of any tax or other charge which shall be a lien upon the demised premises or in the payment of any installment of principal or interest upon any mortgage which shall be prior in lien to the lien of this Lease, and if Landlord shall not cure such default with thirty (30) days after notice from Tenant specifying the default, or if Landlord is not exercising due diligence to cure such default if such default cannot be reasonably cured within thirty (30) days, Tenant may, at

Tenant's option, without waiving any claim for breach of agreement, at any time thereafter, cure such default for the account of Landlord and any amount paid by Tenant in so doing, shall be deemed paid for the account Landlord, and Landlord agrees to reimburse Tenant therefore, provided that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Tenant's interest therein or to prevent injury or damage to persons or property. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and building in which the demised premises are a part and the rental therefrom for the collection of any judgment (or for judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord.

37. HOLDING OVER THE ABANDONMENT

A. If Tenant retains possession of the demised premises after the expiration or the term of this Lease or any extensions of the term provided for in this Lease, Tenant shall pay rent during such holding over at twice the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. The Tenant shall also be liable to the Landlord for any loss or damage occasioned by the Landlord failing to have space available for other Tenants as the result of Tenant's holding over. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year, subject to all provisions contained in Lease, except the provision stated above providing for double rent. The provisions of this Paragraph do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

B. Should the Tenant vacate or substantially abandon the demised premises or cease transacting business in, upon or from the demised premises, in full accordance with its proposed use and occupancy thereof, while such demised premises are usable for such, purpose, or should it assign this Lease or sublet all or part of the demised premises without Landlord's consent as herein required, then it is agreed that the Tenant will remain liable thereafter under this Lease as if no such abandonment, assignment, or subletting occurred.

38. SERVICE CHARGE. Whenever, by virtue of this Lease, Tenant is required to pay an amount to Landlord, or, whenever landlord performs an obligation of tenant under this Lease and demands payment therefore, and Tenant fails to timely pay that amount to Landlord, Landlord shall be entitled to receive from tenant an additional amount equal to one and one-half percent (1-1/2%) of the amount due in accordance with the terms of this Lease for each month or part thereof during which Tenant fails to pay the Landlord.

39. LANDLORD'S LIEN. As security for the faithful performance by Tenant of all the terms, conditions and provisions contained in this Lease on Tenant's part to be performed, Tenant hereby creates and grants to Landlord a first lien upon and security interest in all leasehold improvements installed in the Leased Premises.

40. BANKRUPTCY OR INSOLVENCY OF TENANT. If the Tenant:

A. Is adjudicated a bankrupt or insolvent, or

B. Has a receiver appointed for all or substantially all of its business or assets on the grounds of the Tenant's insolvency and such receiver is not discharged within thirty (30) days, or

C. Has a trustee appointed for it after a petition has been filed for the Tenant's reorganization under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose, and such trustee is not discharged within thirty (30) days, or

D. The Tenant shall make a voluntary assignment for the benefit of its creditors or any similar act having the same general purpose; then, and in any such event, the Landlord shall have the right at its election, then or at any time thereafter (provided that the conditions shall continue), to give the Tenant notice of the Landlord's intention to terminate the Lease and all of the Tenant's rights hereunder on a date specified in such notice, which date shall not be less than fifteen (15) days after the date of the mailing or giving out of such notice, the term of this Lease, and all right granted to the Tenant hereunder, shall come to an end, as fully as if such date were the last day of the whole term hereinabove specified.

41. LEASE SUBORDINATE TO MORTGAGE. Landlord reserves the unrestricted right at all times to assign this Lease and/or the right to collect rentals accruing hereunder for any purpose whatever, or subject and subordinate to the same lien of any mortgage or mortgages now existing or hereafter placed upon Landlord's interest in the demised premises and on the land and buildings of which the demised premises are a part. Tenant covenants and agrees,

to execute and deliver upon Landlord's request all reasonable instruments consenting to any such assignment or subordinating this lease to the lien of any such mortgage or mortgages.

42. ESTOPPEL CERTIFICATE. Tenant shall, upon, not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagees, a written statement certifying (if true) that Tenant has accepted the demised premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagees of the demised premises on the real estate of which the demised premises are a part and their respective successors and assigns. If Tenant fails to execute and deliver any such certification within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord as Tenant's attorney-in-fact to execute and deliver such certificate in Tenant's name.
43. WAIVER. All rights and remedies of the Landlord shall be cumulative and none shall exclude any right for remedies allowed by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arise. Failure on the part of the Landlord to enforce any of its remedies in connection with any default shall not be deemed a waiver of such default nor consent to any continuation thereof.
44. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given, in writing, mailed or delivered to Landlord or Tenant as the case may be, at the address set forth in Paragraphs 1.B. and 1.C. or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or five (5) business days after posting in the United States mail.

All rent payments and notices required or furnished hereunder shall be mailed addressed to the parties at their address set forth in Paragraph 1.B. and 1.C. until such addresses are changed by notice in writing.

45. LANDLORD'S LIABILITY. If Landlord should sell or otherwise transfer its ownership of the demised premises, upon an undertaking by the purchaser or transferee to be responsible for all the covenants and undertakings of the Landlord herein, Tenant agrees that Landlord shall thereafter have no liability to Tenant.
46. MISCELLANEOUS
- A. Successors and Assigns. All of the terms and provisions hereof shall bind and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.
 - B. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.
 - C. Entire Agreement. This Lease contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, or altered unless such change or alteration be expressed in writing, signed by Landlord and Tenant or their respective successors or assigns.
 - D. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.
 - E. Governing Law. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease
 - F. Severability. The invalidity or unenforceability of any provision of this lease shall not affect or impair the validity of any other provisions.
 - G. Prior Leases. This lease cancels and supersedes all other prior leases and extensions thereof entered into prior to the date hereof by the parties or their predecessors in title.
 - H. Rent Offset. The covenant to pay rent, whether fixed, earned or additional, is hereby declared to be an independent covenant on the part of the Tenant to be kept and performed and no offset thereto shall be permitted or allowed except as specifically stated in this Lease.
 - I. Emergency Access. In case of emergency (the existence of which shall be determined solely by the Landlord) if Tenant shall not be present to permit entry, Landlord or its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefore or affecting Tenant's obligations under this Lease.
 - J. Representations and Warranties. Tenant affirms and agrees that Landlord and its agents have made no representations or promises except as expressly set forth in this Lease and that no claim or liability shall be asserted by Tenant against Landlord or its agents for breach of any representations or promises and expressly stated herein.
 - K. Delay. Whenever a period of time is herein provided for Landlord to act or perform any act or thing, Landlord shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, actions of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year set forth in Paragraph 1.A.

Tenant – City of La Crosse / Parks& Recreation

Print Name and Title
Date: _____

Signature

LANDLORD: THE FENIGOR GROUP LLC

THE FENIGOR GROUP LLC

By: _____

OR By: _____

Date: _____

Date: _____