

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is effective this \_\_\_\_ day of September, 2025 by and between City of La Crosse (“Landlord”) and Juniper Partners (“Tenant”).

### ARTICLE 1. LEASED PREMISES, TERM AND RENT

**1.1 Leased Premises.** Landlord does hereby demise and let unto Tenant the property described as Lot 1 of the CSM dated July 25, 2024 together with the property west of said lot and east of the wall of Pammel Creek as shown on Exhibit A, (the “Leased Premises”).

**1.2 Term.** Tenant shall have and hold the Leased Premises just as they are for a term, (the “Term”) commencing October 1, 2025 for September 30, 2035.

**1.3 Rent.** Tenant shall pay \$100 paid at the time of execution of this Lease Agreement.

### ARTICLE 2. USE OF AND ACCESS TO THE LEASED PREMISES

**2.1 Use of Leased Premises.** Tenant shall use the Leased Premises to continue to sublease lots to the individuals identified in Exhibit B for the placement of manufactured homes and accessory structures upon the terms set forth in a copy of the leases that are attached hereto as Exhibit C with respect to length of lease access. The Tenant will execute leases with the individuals such that the City will not need to assign leases. Said leases will become subleases of this lease. The Tenant shall have the right to include any additional terms the Tenant deems necessary. The subleases on the Leased Premises shall not have a termination date beyond September 30, 2035, and shall not be assignable to any other individual or entity. The intent is to phase out occupancy and the placement of manufactured homes on the Leased Premises over the course of the term of this Lease Agreement.

**2.2 Nature of Use.** Tenant agrees to use the Leased Premises in a careful and proper manner and not to commit any waste or nuisance thereon. Tenant shall at all times conduct its business in a reputable manner in accordance with the standards established by Landlord.

**2.3 Peaceful Enjoyment.** Landlord on their part covenants and agrees that Tenant, upon payment of the Rent, and upon performance of Tenant’s covenants and agreements herein contained, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the Term.

### ARTICLE 3. POSSESSION

**3.1 Delivery of Possession.** Except as thereafter provided, Landlord shall deliver possession of the Leased Premises on the Commencement Date, but delivery of possession prior to such Commencement Date shall not affect the expiration date of this Lease.

**3.2 Acceptance of Leased Premises.** Tenant accepts the Leased Premises “as is”, in its present condition, and by occupying the Leased Premises, Tenant shall be deemed to have accepted the same and acknowledged that the Leased Premises are in the condition required by this Lease.

#### **ARTICLE 4. TAXES**

**4.1. Personal Property Taxes.** Tenant shall pay when due all taxes, assessments and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises. Within ten (10) days after demand, Tenant shall furnish Landlord with satisfactory evidence of these payments.

#### **ARTICLE 5. UTILITIES AND SERVICE**

Tenant shall pay all applicable gas, sewer, water, stormwater and electricity used in the Leased Premises. Tenant agrees to maintain and repair all facilities for utilities within the Leased Premises.

#### **ARTICLE 6. MAINTENANCE**

Tenant, at its expense, shall maintain the entire Leased Premises. Tenant will ensure that any roadways on the Leased Premises shall be free and clear of any temporary or permanent obstructions that impedes the City’s use of the roadways. The Landlord shall be responsible to repair any damage caused to the roadway by the Landlord beyond normal wear and tear.

#### **ARTICLE 7. ALTERATIONS AND IMPROVEMENTS**

**7.1 Obligations and Rights to Make Alterations.** Landlord shall have no liability or obligation to construct any leasehold improvements or make any alteration or improvements of any kind on, to or about the Leased Premises. No new construction or improvements of any kind are permitted on the Leased Premises without advanced written consent of the Landlord. The Tenant shall have the right to remove any improvements made to the Premises within sixty (60) days after the termination of this Lease. Tenant will remove improvements to the Leased Premises within sixty (60) days after termination of the Lease. Tenant may cut and cap and leave in place utility infrastructure that is below ground at the end of the Lease. In the event Tenant fails to remove improvements within sixty (60) days of termination of this Lease, the Landlord may remove the improvements and recover the costs from Tenant. This Section 7.1 shall survive expiration of termination of the Lease.

**7.2 Lien Removal.** During the Term, Tenant shall remove, within sixty (60) days, all liens levied against the Leased Premises or Land arising out of work incurred by or at the request of the Tenant unless such liens are the subject of a bona fide contest as hereinafter provided.

## **ARTICLE 8. INSURANCE**

**8.1 Insurance Coverage.** Tenant shall maintain in full force and effect during the entire term of this Lease, at its own expense, with the City as an additional insured, a Comprehensive General Liability policy with respect to the Leased Premises in companies and in form acceptable to Landlord and Tenant with minimum limits of One Million Dollars (\$1,000,000.00), plus an umbrella policy of Three Million Dollars (\$3,000,000) that follows the comprehensive general liability policy. The Tenant shall furnish the Landlord with a copy of all policies within 10 days.

**8.2 Indemnity.** Tenant agrees to hold harmless the Landlord, its officers, agents and employees agents and employees against any all claims, costs, cause of action, penalties and damages of any nature as a result of the acts or use of the aforesaid premises by Tenant.

## **ARTICLE 9. DEFAULT**

**9.1 Tenant's Default.** The occurrence of any of the following shall constitute an Event of Default by the Tenant:

**A. Rent.** Tenant fails or refuses to pay rent or any other charges herein required of Tenant when due, and such default is not cured within thirty(30) days after Landlord gives Tenant written notice of such default. If Tenant cures their default within the thirty day notice period on two or more occasions within a twelve month period, the Landlord shall have the right to terminate the lease.

**B. Damages.** Tenant willfully or maliciously damages the Leased Premises.

**9.2 Remedies.** Following an Event of Default by Tenant, then Landlord, in addition to any other rights or remedies she may have, shall have the immediate right of re-entry. All property remaining in the Leased Premises at the time of default shall be deemed abandoned and the Landlord shall have the right to dispose of said property at their discretion. Should Landlord elect to re-enter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time, without terminating this Lease re-let the Leased Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in her sole reasonable discretion, may deem advisable, with the right to make alterations and repairs to the Leased Premises.

**9.3 Landlord's Default.** Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants, or conditions of this Lease unless Tenant shall first give to Landlord fifteen (15) days written notice of such default, and Landlord fails to cure the default within the thirty (30) days.

Provided, however, if the default cannot reasonably be cured within thirty (30) days, then Landlord shall be deemed to have complied with such notice so long as he has commenced to comply with the notice within the period set forth in the notice and thereafter is proceeding to cure the default with all possible diligence.

**9.4 Waivers.** No waiver by Landlord of performance by Tenant shall be considered a continuing waiver or shall preclude Landlord from exercising their rights in the event of a subsequent default.

**9.5 Remedies Not Exclusive.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

## **ARTICLE 10. CONSTRUCTION OF LEASE**

**10.1 Successors and Assigns, Applicable Law.** Each of the covenants, provisions, terms and agreements of this Lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant respectively. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**10.2 Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.

CITY OF LA CROSSE

BY: \_\_\_\_\_  
Shaundel Washington-Spivey, Mayor

BY: \_\_\_\_\_  
Nikki Elsen, City Clerk

Subscribed and sworn to before me this  
\_\_\_\_ day of September 2025.

\_\_\_\_\_  
Notary Public, State of WI  
My Commission: \_\_\_\_\_

JUNIPER PARTNERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of September 2025.

\_\_\_\_\_  
Notary Public, State of WI  
My Commission: \_\_\_\_\_