

LEASE

This lease made this 8<sup>th</sup> day of November, 2018, by and between the City of La Crosse, Wisconsin, a municipal corporation, "Lessor," with offices at 400 La Crosse Street, La Crosse, Wisconsin and City Brewing Company, LLC, a limited liability company, "Lessee," with offices located at 925 South Third Street, La Crosse, Wisconsin.

WITNESSETH:

That Lessor, does hereby lease parking spaces on certain land near Joseph Houska Dr and Hood St on Isle La Plume, an abandoned landfill in the City of La Crosse, County of La Crosse, State of Wisconsin, shown as "Proposed Area" on the map marked as Exhibit "A" attached hereto.

To have and to hold said premises on the following terms and conditions:

1. TERM

Except as otherwise provided herein, the term of this lease shall be for five terms of twelve (12) months beginning on:

November 1, 2018 and ending October 31, 2019  
November 1, 2019 and ending October 31, 2020  
November 1, 2020 and ending October 31, 2021  
November 1, 2021 and ending October 31, 2022  
November 1, 2022 and ending October 31, 2023

2. RENT

Lessee, its permitted successors and assigns, agrees to pay as and for an annual rent of \$7,500.00 (Seven Thousand, Five Hundred Dollars) per year with a yearly increase based on the information below, due on November 1 of that year.

On the anniversary date of each contract year, commencing November 1, 2019, the rent described herein shall be adjusted in accordance with the Consumer Price Index (CPI) – National Index for all Urban Consumers for the previous calendar year. Said adjustments shall be computed as follows:

Most recent year's rate X (CPI Index for April of most recent year / CPI Index for April of next most recent year) = New Rate

3. Holdover.

Should City Brewing Company LLC 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 holdover tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. § 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.

4. USE OF PREMISES.

Said premises shall be used only for the purpose of parking trucks and trailers and no other purpose without the express written consent of Lessor being first had and obtained

5. Lessee agrees it will not sublet said premises, nor any part thereof, nor assign the Lease without the express written consent of Lessor except that Lessee shall be allowed use of the premises for parking trailers, tractors and equipment used in conjunction with City Brewery and its business, its distributors and contractors.

6. Lessee agrees to furnish Lessor with liability insurance naming the City of La Crosse as co-insured in an amount not less than \$1,000,000 for personal injury and property damage. A certificate of such insurance shall be maintained at all times during the term of this lease and it shall provide that the City shall have at least thirty (30) days notice prior to any cancellation of the same.

7. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.

8. Lessee shall be responsible for maintaining the leased premises in good condition and good and proper order and obtain any necessary permits or approvals for its intended use. Lessee further agrees that the premises shall be improved for the parking of trailers and tractors. Variations from the above permitted improvements to the premises shall require prior approval from Lessor's Board of Public Works. Any improvements are at the expense of the Lessee.

9. Lessee agrees to modify the gate in compliance with the requirements of the Waste Water Treatment Plant at the expense of the Lessee.

10. ENVIRONMENTAL LIABILITIES.

The Lessor shall be responsible for all environmental liabilities arising out of its prior use and occupancy of the premises leased to Lessee and the Lessor shall indemnify and hold Lessee harmless from all costs or other liabilities arising therefrom.

The Lessor shall also be responsible for all costs of properly abandoning any landfill, monitoring or remediation devices on the leased premises as the result of any Environmental Cleanup activities undertaken by the Lessor. And, if any damage to any person or property (including environmental damage) arises from the construction, use, maintenance or abandonment or the monitoring or remediation devices, the Lessor shall be liable for all Environmental Cleanup related thereto, and shall indemnify, hold harmless and defend Lessee for the costs, liabilities, claims, judgments, orders or proceedings related thereto.

In the event that the Lessor is required to engage in environmental clean up, it shall do so with the minimum amount of disruption to Lessee's use and occupancy of the leased premises.

In the event that Lessee is required to discontinue using a portion or all of the said premises due to said clean up, the Lessor will provide Lessee with suitable, alternative leased premises located as close to this leased premises as possible at no additional costs to Lessee.

Except as otherwise expressly provided herein, Lessee, on behalf of itself, its representatives, successors and assigns expressly waives and releases any and all claims against the Lessor, its successors and assigns, and their respective officers and employees, which may arise during the lease term, for injuries or damage to Lessee's improvements or business activity on the leased premises caused by Environmental Cleanup activities on the property, including but not limited to demolition of buildings, interference with business, whether temporary or permanent, or loss of use of the lands leased herein, provided the City gives Lessee at least 45 days prior notice of the activity.

Lessee hereby agrees to indemnify the Lessor, its officers and employees, against all costs, losses, penalties, liability, claims, actions and proceedings arising from injuries to persons (including death) or damages to property (including but not limited to the environment) that are caused by Lessee, its distributors and contractors, during the term of this lease.

"Environmental Cleanup" shall include all removal or response actions, remedial investigation, feasibility studies, remedial designs or remedial actions as those cognate terms are used in the enforcement of the Comprehensive Environmental Response, Compensation, Liability Act (CERCLA) sec. 144.442, Wis. Stats., or sec. 144.76, Wis. Stats. or any implementing regulations or guidance documents and the amendments or successor provisions thereto, including any continuation of the remedial investigation already commenced on the Property.

Lessee agrees to be responsible for any and all storm water run-off generated from the Proposed Area, including restoration of damage caused by that run-off and any current or future required control and treatment of the water and of the grit and pollution carried by the run-off.

#### 11. NONENCUMBRANCE OF LEASED PROPERTY

Lessee shall not permit any mechanics or materialmen's lien to be filed against the leased premises or engage in any financing or other transaction creating a mortgage or other encumbrance or lien upon the leased premises whether by express agreement or operation of law, and shall not place upon the leased premises or suffer to be placed upon the leased premises, any lien or encumbrance. Any mortgage, encumbrance or lien shall be deemed a violation of this lease.

#### 12. EMINENT DOMAIN

If the whole or any part of the premises herein leased shall be taken under the power of eminent domain, then the terms of this lease shall cease as to the part so taken from the day of possession of that part taken for any public purpose, and from that date, Lessee shall have the right to either cancel this lease or to continue to possession of the remainder of the premises under the terms provided for herein.

All damages awarded for any such taking shall belong to and be the 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.

### 13. SIGNS

Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, any signs or similar advertising device without first obtaining the express written consent of Lessor.

### 14. TERMINATION

If Lessee shall fail to comply with any of the terms or conditions of this lease or any notice given under it or shall become insolvent or shall make an assignment for the benefit of creditors or if any of the leased property be attached and attachment not properly released, or if execution be issued against it or if a petition be filed by or against Lessee to have it adjudicated bankrupt, or if a Trustee or Receiver should be created or appointed to take charge of its assets, or if it shall desert or abandon the premises for a period of thirty (30) days, then at or anytime afterwards, Lessor may, at its option, enter into the premises and remove any and all of Lessor's personalty and improvements or provide reasonable notice to Lessor to remove the same and obtain possession of said leased premises, in which event this lease shall be considered terminated. The Board of Public Works may terminate this Lease with thirty (30) days advance written notice to Lessee for any reason.

### 15. WAIVER AND 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 either the same condition or covenant or otherwise.

### 16. SUCCESSORS IN INTEREST

All terms, covenants and conditions contained herein shall continue, and bind all successors in interest of Lessee.

17. APPLICABLE LAW

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

IN WITNESS WHEREOF the parties have hereto on the day and year first above written executed this lease.

WITNESS:

CITY BREWING COMPANY, LLC

Amy R. Stalwell

Greg Anda, CEO

WITNESS:

CITY OF LA CROSSE:

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Timothy Kabat  
Timothy Kabat, Mayor

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Teri Lehrke  
Teri Lehrke, City Clerk

