

# LEASE

THIS INDENTURE, entered into this 27<sup>th</sup> day of January, 2016, by and between the City of La Crosse, hereinafter referred to as "Landlord" and Harry J. Olson Senior Citizen Center, Inc., hereinafter referred to as "Tenant.";

## WITNESSETH:

That Landlord does hereby lease, demise and let unto the Tenant the following described premises in the City of La Crosse, County of La Crosse, State of Wisconsin, to-wit:

The South 137 feet of Lot 4 in Block 8 of Johnston's Addition to the City of La Crosse..

Part of the SE ¼ of the NE ¼ of Section 20, Township 16 North of Range 7 West, City of La Crosse, described as follows: Commencing on the west line of said Lot 4 in Block 8 of Johnston's Addn. at a point 63 feet South of the Northwest corner thereof; thence East 10 feet to the East line of said Lot 4 and the point of beginning of this description; thence continuing East 140 feet; thence North parallel with said West line of Lot 4, a distance of 63 feet to the South line of an alley; thence East along said South line 94.6 feet to the West right-of-way line of the Chicago, Burlington & Quincy Railroad Company; thence South along said West right-of-way line 200 feet to the North line of North Street; thence West along said North line 234 feet to the Southeast corner of said Lot 4; thence North along the East line thereof 137 feet to the point of beginning.

That the following specific agreements are the essence of this lease and any breach of the same shall entitle Landlord to cancel this lease in the manner provided by the laws of the State of Wisconsin.

## FIRST: DEFINITIONS:

The term Landlord as used herein shall mean the City of La Crosse, acting by and through its duly constituted officers.

The term Tenant as used herein shall mean the Harry J. Olson Senior Citizen Center, Inc., a non-profit, non-stock, Wisconsin corporation.

## SECOND: TERM OF LEASE:

Landlord agrees to let and Tenant agrees to take the premises described herein for a term of five (5) years commencing on the 15<sup>th</sup> day of December, 2015, and terminating on the 14<sup>th</sup> day of December, 2020. It is understood by both parties that there are intended to be no future extensions or renewals of this lease agreement except by approval of the City of La Crosse Common Council.

## THIRD: RENTAL:

Tenant shall pay Landlord an annual rental of Three Hundred (\$300.00) Dollars per year, such rental shall be due and payable upon the execution of this lease and upon each anniversary thereof. The rentals established herein are intended primarily to reimburse Landlord for its costs of insuring the premises against destruction and other perils.

FOURTH: RIGHT OF INSPECTION:

Landlord, through its officers and employees, reserves the right, at all reasonable times, to inspect the premises to insure that the premises are being used and occupied in accordance with the terms and provisions of this lease.

FIFTH: USE OF PREMISES:

The premises shall be used by the Tenant as a Center for the conducting of events, activities and meetings for handicapped and elderly persons and members of the Tenant's organization. Membership in Tenant's organization shall be open to all persons age 50 years and older, without regard to race, creed, color, sex or national origin. Tenant shall file with Landlord a copy of its rules and regulations pertaining to membership at the execution of this lease and any and all amendments thereto which may be made.

SIXTH: MAINTENANCE OF PREMISES:

Tenant agrees to perform day-to-day maintenance of the interior of the premises at its sole expense, at all times that this lease agreement is in effect except that the City will maintain the plumbing, heating, ventilation and air conditioning systems and the elevator. The City will also perform all exterior building and grounds maintenance of the premises. Reasonable remodeling and renovating of the premises is authorized hereunder, provided that the necessary permits are secured from the City of La Crosse Inspection Department, and that all remodeling and renovating is in accordance with the Code of Ordinances of the City of La Crosse. Remodeling and renovation requiring structural changes or additions shall not be undertaken without the express written consent of the City of La Crosse Board of Public Works. The premises shall be maintained in the condition equal to the condition of the premises as they existed on December 15, 2015, reasonable wear and tear excepted.

SEVENTH: INSURANCE:

Tenant shall carry public liability insurance on the premises as Tenant insuring against property damage and bodily injury in the single aggregate amount of not less than \$1,000,000.00 per occurrence. A certificate from an insurance company authorized to transact business in the State of Wisconsin, affirming such insurance coverage shall be filed with the City Clerk and shall be in effect at all times during the term of this lease.

EIGHTH: ASSIGNMENT:

The Tenant herein shall have no right of assignment except by the written consent of the Landlord stating the exact extent to which the said Tenant may assign any right, title or interest in and to the rights procured by this lease.

NINTH: TERMINATION:

The Board of Public Works may terminate this Lease within ninety (90) days advance written notice to Lessee for any reason.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

IN THE PRESENCE OF:

CITY OF LA CROSSE

[Signature]

X [Signature]  
Tim Kabat, Mayor

[Signature]

X [Signature]  
Teri Lehrke, Clerk

HARRY J. OLSON SENIOR CITIZEN CENTER INC.

[Signature]

X [Signature]  
President

[Signature]

X [Signature]  
Vice-President