

## LEASE

THIS LEASE made this 1<sup>st</sup> day of April, 2016, by and between the City of La Crosse, Lessor, a municipal corporation, in the County of La Crosse, State of Wisconsin, through the City of La Crosse Board of Public Works, and Caledonia Street Merchants d/b/a North La Crosse Business Association, a north side La Crosse merchant association, La Crosse, Wisconsin, Lessee.

### WITNESSETH:

That lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by Lessee to be kept and performed does hereby lease certain premises in the City of La Crosse, County of La Crosse, State of Wisconsin, shown outlined in red on the print marked as Exhibit "A" attached hereto and by reference incorporated herein as if set forth in full.

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

1. TERM: The term of this lease shall be for five (5) years beginning the first day of April, 2016, and ending the 31<sup>st</sup> day of March, 2021. Provided, however, this lease may be cancelled on sixty (60) days notice by the Board of Public Works should the premises leased be needed for other purposes by the City or should the City wish to sell the same.

2. RENT: Lessee covenants and agrees to pay to Lessor as rent for the said premises the annual sum of \$150.00 for year one (1) payable in advance of each lease year and increased annually by the cost of living.

3. Said premises shall be used only for the purpose of an outdoor advertising sign promoting the Caledonia Street Merchants as per the attached diagram and may include a "turn here."

4. Placement of the sign on the site must be approved by the City Engineer.

5. Lessee agrees it will not sublet said premises, or any part thereof, nor assign this Lease without the written consent of Lessor.

6. Lessor agrees to pay all utilities and taxes, if any, charged upon the property.

7. Lessee agrees to furnish Lessor with insurance policies naming the City of La Crosse as co-insured, covering public liability in an amount not less than \$500,000 and for property damage in an amount not less than \$100,000.

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

9. In the event the Lessee shall hold over and remain in possession of the demised premises with the consent of Lessor, such holding over shall be from month-to-month only, and upon all of the same rents, terms, covenants and conditions as contained herein.


10. All the parties to this Lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators and assigns.

11. The sign may be illuminated on the north; however, the light must be attached from the top and shall not interfere with traffic or be a nuisance to adjoining land owners.

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

WITNESS:

CALEDONIA STREET MERCHANTS  
d/b/a North La Crosse Business Association

  
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Nick Roush, President

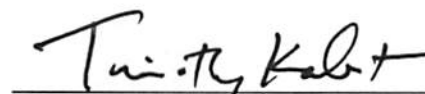
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Secretary

CITY OF LA CROSSE

  
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Tim Kabat, Mayor

  
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Teri Lehrke, City Clerk