

LEASE



1658076

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

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Recording Area

Name and Return Address

Attorney Darla A. Krzoska
Bosshard Parke, Ltd.
P.O. Box 966
La Crosse, WI 54602



Parcel Identification Number

Document Number

Document Title

See Attached Exhibit A – Legal Description

This transaction is fee exempt and exempt from the filing of a transfer return under Wis. Stat. §77.21(1).

This documents is drafted by:
Attorney Darla A. Krzoska
Bosshard Parke
750 North Third Street, Ste. A
La Crosse, WI 54601
(608) 782-1469

LEASE

This Lease entered into as of the ^{10th} day of June, 2015, by and between the **City of La Crosse**, Wisconsin, hereinafter referred to as "**LANDLORD**", and **434 Holdings Inc.**, a Wisconsin corporation hereinafter referred to as "**TENANT**";

WITNESSETH:

LANDLORD does hereby lease, demise and let unto the said TENANT the PREMISES in the County of La Crosse, State of Wisconsin, as per the attached **Exhibit A** which is incorporated herein by reference and specifically made a part hereof.

The following specific agreements are the essence of this Lease and any breach of the same shall entitle LANDLORD to cancel this Lease as hereinafter provided, to-wit:

FIRST: DEFINITIONS

The term "LANDLORD" as used herein shall mean the City of La Crosse or Board of Public Works, or any other lawful authority or agent designated by the City of La Crosse.

SECOND: TERM OF LEASE

TENANT agrees to lease the PREMISES described herein from the LANDLORD for a term of fifty (50) years, commencing on January 1, 2015, and terminating on December 31, 2065.

THIRD: RENTAL

The TENANT shall pay to LANDLORD, monthly in advance on the first day of

each month, a sum equal to \$0.25 per square foot per year for 5,084 square feet of parking space. Said rent shall be adjusted upward or downward annually based on the Consumer Price Index, United States City Average, All Items (1982 — 1984 = 100) (August 2014 = 237.852).

FOURTH: INSURANCE AND INDEMNIFICATION

Insurance. Unless otherwise specified in this Lease, TENANT shall, at its sole expense, maintain in effect at all times during the usage of the PREMISES, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- a. *Worker's Compensation and Employers Liability Insurance.* TENANT shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. TENANT shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employers liability of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
- b. *Commercial General Liability and Automobile Liability Insurance.* TENANT shall provide and maintain the following commercial general liability and automobile liability insurance:
 - 1) Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)
 - 2) Limits. TENANT shall maintain limits no less than the following:
 - a) General Liability. One million dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 - b) Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
 - c) Umbrella Liability. Five million dollars (\$5,000,000.00) following form

excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.

c. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) LANDLORD, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of TENANT; products and completed operations of TENANT; premises occupied or used by the TENANT; and vehicles owned, leased, hired or borrowed by TENANT. The coverage shall contain no special limitations on the scope of protection afforded to LANDLORD, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Each insurance policy shall contain a waiver of subrogation endorsement in favor of the LANDLORD.
- 2) For any claims related to this Lease or usage of the PREMISES, TENANT'S insurance shall be primary insurance as respects LANDLORD, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by LANDLORD, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LANDLORD, its elected and appointed officers, employees or authorized representatives or volunteers.
- 4) TENANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this Lease shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or TENANT, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to LANDLORD.
- 6) Such liability insurance shall indemnify LANDLORD, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, TENANT for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- 7) The general liability policy shall cover bodily injury and property damage

liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

- 8) All of the insurance shall be provided on policy forms and through companies satisfactory to LANDLORD, and shall have a minimum AM Best's rating of A-VIII.
- d. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by LANDLORD. At the option of LANDLORD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- e. *Evidences of Insurance.* Prior to execution of the Lease, TENANT shall file with LANDLORD a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Lease. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.
- f. *Sub-Leases.* In the event that TENANT employ other lessees (sub-lessees) as part of the usage of the PREMISES covered by this Lease, it shall be the TENANT'S responsibility to require and confirm that each sub-lessee meets the minimum insurance requirements specified above.
- g. Not more frequently than once every five years, LANDLORD may reasonably modify the required insurance coverage to reflect then-current risk management practices for cities and underwriting practices in the insurance industry.
- h. Failure to provide evidence as required by this Lease shall entitle, but not require, LANDLORD to terminate this Lease immediately. Acceptance of a certificate that does not comply with this Lease shall not operate as a waiver of TENANT'S obligations hereunder.

Indemnification. TENANT further agrees to hold harmless the State of Wisconsin Department of Transportation as to the Cass Street Bridge, their officers, agents and employees against any and all claims, costs, causes of action, penalties and damages of any nature as a result of the acts or use of the aforesaid PREMISES by TENANT.

TENANT further agrees to indemnify, hold harmless and defend LANDLORD, its officers, agents and employees, against any and all claims, costs, causes of action,

penalties and damages of any nature as a result of the acts, omissions or use by TENANT as to (a) the Cass Street Bridge, (b) TENANT'S use of the PREMISES, and (c) this Lease. TENANT assumes liability for bodily injury and property damage resulting from the falling of snow, ice salt and debris from the adjacent bridge structure.

FIFTH: ASSIGNMENT

The TENANT herein shall have no right of assignment or subletting except by the written consent of the LANDLORD stating the exact extent to which the said TENANT may assign or sublet any right, title or interest in and to the rights procured by this Lease; which consent shall not be unreasonably withheld.

SIXTH: PURPOSES

Said Premises shall be used for parking purposes only and not for any other purpose whatsoever without the written consent of LANDLORD being first had and obtained, which consent shall not be unreasonably withheld. TENANT further agrees to comply with all

applicable federal, state and local laws and regulations pertaining to the PREMISES leased herein.

SEVENTH: PUBLIC NECESSITY AND CONVENIENCE

The LANDLORD may terminate this lease at any time as should be determined by the Board of Public Works or the City of La Crosse for any reason by serving upon TENANT a written notice of its election to so terminate, which notice shall be served at least 180 days prior to the date in said notice named for such termination.

EIGHTH: MAINTENANCE

The TENANT agrees that at all times during the lease it will keep said PREMISES safe and in good order and condition and upon expiration of this lease, or at any sooner termination thereof, the TENANT will quit and surrender possession of said PREMISES quietly and peacefully and in as good an order and condition as the same was at the commencement thereof, reasonable wear and tear and damage by the elements excepted. TENANT further agrees to keep said PREMISES free from all nuisances and dangerous and defective conditions.

NINTH: WISCONSIN DEPARTMENT OF TRANSPORTION

TENANT agrees to provide the Wisconsin Department of Transportation with temporary use of the PREMISES for bridge and/or sign maintenance or other work associated with the highway. TENANT further agrees not to use the PREMISES in any manner that would interfere with Wisconsin Department of Transportation's and/or LANDLORD'S current or future use of the highway or signage relating to the Cass Street Bridge.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day first above written.

434 HOLDINGS INC.

By: Ronald Brown
Ronald Brown, President

By: Ronald Brown
Ronald Brown, Secretary

CITY OF LA CROSSE

By: Tim Kabat
Tim Kabat, Mayor

By: Teri Lehrke
Teri Lehrke, City Clerk

City Attorney:
Approved as to
Form:

Stephen F. Matty
Stephen F. Matty

ACKNOWLEDGEMENTS

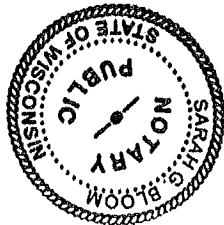
STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

On this 10th day of June, before me personally appeared Mayor Tim Kabat and City Clerk Teri Lehrke, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Brenda L. Buddenhagen
Notary Public, State of Wisconsin
My commission: 11-2-18
Brenda L. Buddenhagen,

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

On this 5th day of May, ²⁰¹⁵, before me personally appeared Ronald G. Brown to me known to be the person who executed the foregoing instrument and acknowledge the same.



Sarah G. Bloom
Notary Public, State of Wisconsin
My commission: July 19, 2015

EXHIBIT A
Legal Description

The demised premises shall comprise of the northerly most 5,084 square feet, excluding all sidewalks, of the following described parcel to wit:

A piece or parcel of land consisting of all of Lot Eight (8) and part of Lot Nine (9) of Block Nine (9) of the C. and F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the City of La Crosse, La Crosse County, Wisconsin, bounded by the following described line: Beginning at the southeast corner of said Block Nine (9); thence West along the south line of said Block Nine (9) a distance of one hundred seventy-one (171) feet; thence North parallel to the east line of said Block Nine (9) a distance of thirty-seven (37) feet; thence east parallel to the South line of said Block Nine (9) a distance of one hundred fifty-one (151) feet; thence North Forty-five degrees no minutes east (N. 45°00' E.) a distance of twenty-eight and three-tenths (28.3) feet; thence South along the East line of said Block Nine (9) to the point of beginning and containing 0.150 acres, more or less.