

## LICENSE AGREEMENT

This license agreement is made and entered into this 29 day of August, 2017, by and between the Redevelopment Authority of La Crosse, located at 400 La Crosse Street, La Crosse, Wisconsin, and the Boy Scouts of America Gateway Area Council, located at 2600 Quarry Rd, La Crosse, Wisconsin.

### RECITALS

WHEREAS, Licensor owns a certain parcel of property, and possesses the power and authority to allow others to use this property, pursuant to a license agreement subject to certain conditions as set forth herein; and

WHEREAS, Licensee desires to use the property owned by Licensor in order to watch the Oktoberfest Parade, in an alcohol free zone; and

WHEREAS, Licensor is willing to permit the use of its property, subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals: The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Use of Property: Licensor hereby grants, and Licensee hereby accepts, a License for the use of a certain parcel of real property located in the City of La Crosse, County of La Crosse, and State of Wisconsin, described in the attached **EXHIBIT A**.

The use of the above described parcel is subject to the terms and conditions of this License, and to all applicable Federal, State, and local laws and regulations, solely for the purpose of observing the Oktoberfest Parade in an alcohol free zone, and for no other purpose.

3. Present Condition of the Property: Licensee, by the execution of this License, accepts the parcel in an "as-is" condition. Licensor makes no warranty, either express or implied, as to the condition of the parcel, or that the parcel will be suitable for the Licensee's needs or purposes.

4. **Taxes, Licenses, and Permits:** Licensee shall pay all taxes and obtain all necessary licenses, permits or other authorizations needed, if any, in connection with its use of the parcel.
5. **Operations:** Licensee shall be responsible for any and all charges incurred in connection with its use of this parcel. Licensee shall further restore and replace any property damaged as a result of its use of this parcel. Licensee shall secure the parcel with a snow fence and to police the parcel and return the same to Licensor in the condition it existed prior to the License, all at Licensee's expense.
6. **Non-assignment:** This License is personal and is granted solely to Licensee and solely for the purposes stated herein. Licensee shall not assign this License to any other party without the express written consent of the Redevelopment Authority. Any attempted assignment without consent shall be void and without effect as to Licensor.
7. **Duration of License:** Licensee understands and agrees that the property interest established by this License is a license, and not a lease, as that term is defined by applicable law, and that the License is revocable at will by the Redevelopment Authority, with or without cause and without notice. The duration of this License shall be for a period of four days, commencing September 28, 2017 and terminating October 1, 2017.
8. **Return of Parcel:** Licensee agrees to yield and to deliver peaceably to Licensor possession of the parcel on the date of termination, by expiration, or otherwise, of this License, promptly and in as good a condition as at the issuance of this License. If any personal property is placed on the parcel by Licensee, it shall remain the property of Licensee, and must be removed on or before the termination, by expiration or otherwise, of the License, at Licensee's sole risk and expense. If Licensee's property is not removed as herein provided, Licensor may, at its option deem such property abandoned and keep such property.
9. **Payment of License Fee:** Licensee shall pay to Licensor the sum of \$1.00 for the use of the parcel as provided herein. This amount is due before the License is issued, and if not paid, the License will not issue.
10. **Indemnity and Insurance:** Licensee agrees to indemnify, defend, save, and hold Licensor and City of La Crosse, in addition to its agents and employees, fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature, including all costs for investigation, attorney's fees, court costs, and expert fees, arising from, related to, or caused by Licensee's use of, or occupancy of the parcel. Licensee agrees to provide general liability insurance with an aggregate amount of at least \$1,000,000.00 and bodily injury in an amount of at least \$1,000,000.00 naming the Redevelopment Authority and City of La Crosse as additional insured's. Proof of this insurance shall be on file with the Office of the City Clerk before a License is issued.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above.

BOY SCOUTS OF AMERICA  
GATEWAY AREA COUNCIL

BY: Mary Freyler, Development Dir.

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

REDEVELOPMENT AUTHORITY OF CITY OF LA CROSSE

BY: Adam Hatfield  
Adam Hatfield, Chairman

BY: Jason Gilman  
Jason Gilman, Executive Director

**EXHIBIT A**  
**LAND DESCRIPTION**

A parcel of land located in Government Lots 1 & 2 of Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin.

Said parcel is described as commencing at the northeast corner of said Section 31; thence S 0° 59' 34" E, a distance of 1,532.21 feet to a point on the west right-of-way line of Copeland Avenue and the point of beginning of this description. Thence S 89° 33' 24" W, a distance of 80.00 feet; thence N 2°14' 36" W, a distance of 450.60 feet; thence N 89° 33' 57" E, a distance of 80.10 feet to the west right-of-way line of Copeland Avenue; thence S 2°13' 15" E along said west right-of-way line, a distance of 250.51 feet; thence continuing along said west right-of-way line, now bearing S 2°14' 36" E, a distance of 200.07 feet to the point of beginning of the description. The area of this strip of land is 36,042 square feet.

Described by DJK 8/4/2011

Checked by JMC 8/4/2011