

AGREEMENT AND ACKNOWLEDGMENT
(Northern States Power Warehouse Parking Lot
and Parking Ramp)

This Agreement and Acknowledgment (Northern States Power Warehouse Parking Lot and Parking Ramp), (the "Agreement") is entered into by and between the **City of La Crosse**, a Wisconsin municipal corporation, (the "**City**"), and **Riverside Center Maintenance, LLC**, a Wisconsin limited liability company, ("**Riverside**").

Whereas, the City of La Crosse Common Council adopted Res. No. 2010-04-058 on April 27, 2010, which approved the Agreement to Purchase Upon Completion (Northern States Power Warehouse Parking Lot and Parking Ramp) between the City of La Crosse and Riverside Center III, LLC (the "Parking Agreement").

Whereas, the Parking Agreement required Riverside Center III, LLC to sell certain real property after the construction of a parking ramp to the City. The real property is described further in the attached **Exhibit A**.

Whereas, the Parking Agreement also required Riverside Center III, LLC to continue to insure and maintain the parking ramp after conveyance as well required the City to not charge for parking, under certain circumstances, for a period of thirteen (13) years.

Whereas, the Common Council adopted Res. No. 2010-05-064 on May 13, 2010, which approved the First Amendment to the Agreement to Purchase Upon Completion (Northern State Power Warehouse Parking Lot and Parking Ramp) between the City of La Crosse and Riverside Center III, LLC (the "Parking Amendment").

Whereas, the Parking Amendment removed the City's ability to charge for parking in the parking ramp after the passage of thirteen (13) years, among other things.

Whereas, Riverside Center III, LLC assigned its rights and obligations relating to insuring and maintaining the parking ramp to Riverside in 2016 and Riverside Center III, LLC was subsequently dissolved.

Whereas, the City has received a communication on May 2, 2023 from the Weber Group, on behalf of Riverside, indicating that it no longer desires to insure or maintain the parking ramp and that it is terminating its maintenance obligations effective June 1, 2023.

Whereas, the City also desires and agrees to end Riverside's obligations relating to the parking ramp.

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

17-20026-080

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **Acknowledgment.** Effective June 1, 2023, the City and Riverside agree that each party as fully performed its duties and obligations under the Parking Agreement and Parking Amendment and that no further duty to perform exists. More specifically, the City acknowledges that Riverside has fully performed its duties and obligations, including, without limitation, its duty to insure and maintain the parking ramp and no further duty or obligation exists effective June 1, 2023. Likewise, Riverside acknowledges that the City has fully performed its duties and obligations, including, without limitation, not charging for parking within the parking ramp and no further duty or obligation exists effective June 1, 2023. Both the City and Riverside agree that the Parking Agreement and Parking Amendment have terminated on June 1, 2023.

2. **Miscellaneous.** This Agreement shall inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the laws of Wisconsin. The Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute but one and the same instrument and will be binding upon each party who may sign a counterpart of this Agreement. This Agreement will not be construed more strictly against one party than against the other, merely by the fact that it may have been drafted or prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of the Agreement. Any amendments or alterations to this Agreement shall be made in writing. No statement, promise, representation or inducement relating hereto that is not a part of this Agreement shall be binding upon the parties.

3. **Authority to Sign.** The persons signing this Agreement on behalf of Riverside certifies and attests that Riverside's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and complete authority to bind Riverside, on whose behalf the person is executing this Agreement.

In witness hereof, the parties have executed this Agreement:

Dated this ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

RIVERSIDE CENTER MAINTENANCE, LLC

CITY OF LA CROSSE, WISCONSIN

By: _____
Donald J. Weber, Manager

By: _____
Mitch Reynolds, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of _____, 2023.

Subscribed and sworn to before me this
____ day of _____, 2023.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Lots 10, 11, 12, 13 and 14 in Block 5 of C. & F.J. Dunn, H.L. Dousman & peter Cameron's Addition to the Town of La Crosse, now City of La Crosse, La Crosse County, Wisconsin.

424 2nd Street South, Tax Parcel No.: 17-20026-080

Resolution approving Agreement and Acknowledgement between Riverside Center III, LLC and the City of La Crosse regarding the parking ramp.

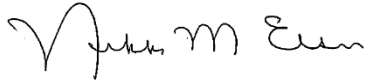
RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Agreement and Acknowledgement between Riverside Center III, LLC and the City of La Crosse.

BE IT FURTHER RESOLVED that the Mayor and City staff are hereby authorized to execute said agreement.

BE IT FURTHER RESOLVED that City staff is hereby directed to take any and all steps necessary to effectuate this resolution.

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on August 10, 2023.



*Nikki M. Elsen, WCMC, City Clerk
City of La Crosse, Wisconsin*