

## **PARKING SPACE LEASE**

THIS PARKING SPACE LEASE ("Lease"), made and entered into this \_\_\_\_\_, 2019 ("Effective Date"), by and between *Gundersen Lutheran Administrative Services, Inc.* ("Landlord"), and *Farnam Flats, LLC*, a Minnesota limited liability company ("Tenant").

### **Recitals**

A. Landlord is the owner of that certain real property known as "6<sup>th</sup> and Farnam Streets Lot" and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Parking Lot").

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Parking Lot, consisting of eleven (11) standard parking stalls, as more particularly shown on Exhibit A (the "Premises").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### **Section 1. Lease of Premises**

Landlord leases to Tenant and Tenant leases from Landlord the Premises for the term and upon the covenants, agreements, and conditions set forth herein. Upon ninety (90) days advance written notice to Tenant, Landlord reserves the right, in its sole discretion, to substitute eleven parking stalls in close proximity to the Premises, for those parking stalls leased to Tenant pursuant to this Lease.

### **Section 2. Use**

- (a) The Premises shall be used by Tenant solely as a parking facility for motor vehicles and any other purpose or purposes incidental thereto. Tenant shall not use, or permit the Premises or any part thereof to be used, for any purpose other than the purpose for which the Premises are hereby leased.
- (b) Tenant shall not commit, or suffer to be committed, any waste on the Premises, or any public or private nuisance, or other act or thing that may injure, annoy, or disturb the quiet enjoyment of any occupant of neighboring properties; nor, without limiting the generality of the foregoing, shall Tenant allow the Premises to be used for any improper, unlawful, or objectionable purpose. Tenant shall not place any harmful liquids in the drainage system of the Premises.
- (c) Tenant shall comply with all the covenants, conditions, and/or restrictions ("CC&Rs") affecting the Premises, and with all reasonable rules and regulations affecting the Premises. Landlord warrants and represents that as of the Effective Date, there are no CC&Rs affecting the Premises except for the following: (1) Covenants, conditions and restrictions contained in Amended and Restated Gundersen Lutheran Development Agreement entered into on May 24, 2012, by and among the City of La Crosse, Gundersen Lutheran Administrative Services, Inc., individually and as agent for Gundersen Clinic, Ltd., and Gundersen Lutheran Medical Center, Inc., as the same may be amended, and (2) the covenants, conditions, and restrictions arising out of the Premises being located within the Sanford Archeological District.
- (d) Tenant shall not store, use, or dispose of any Hazardous Materials (as hereinafter defined) on or about the Premises. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord, and Landlord's partners, officers, employees, successors, assigns, and agents, harmless from and against all claims, demands, damages, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the storage, use, or disposal of Hazardous Materials by Tenant, its agents, employees, contractors, or subtenants. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of Wisconsin, or the United States Government. The termination of the Lease shall not terminate the parties' respective rights and obligations under this Section 2, and the parties hereto expressly agree that the provisions contained herein shall survive the termination of Tenant's leasehold estate.

### **Section 3. Term**

The Premises are hereby leased to Tenant for ~~five-ten (5/10)~~ years (the "Initial Term"), commencing on the Effective Date. Thereafter this Lease shall automatically renew for five (5) additional two (2) year terms (each a "Renewal Term") unless otherwise terminated by the parties consistent with this Lease.

- (a) Notwithstanding anything else contained herein, following completion of the Initial Term, Landlord shall have the absolute and unfettered right at any time to terminate this Lease upon one hundred eighty (180) days' prior written notice to Tenant. Such right of termination shall be exercised by Landlord in its sole and absolute discretion.

#### **Section 4. Rent**

- (a) In consideration hereof, Tenant covenants and agrees to pay to Landlord, commencing with the first day of the Term, rent for the Premises in the amount of Twenty-five Dollars (\$25.00) per stall, per month ("Basic Rent"). Landlord may adjust Basic Rent on the first day of each renewal Term to an amount not greater than one hundred ten percent (110%) greater than Basic Rent payable during the initial or applicable additional Term.
- (b) Basic Rent shall be paid to Landlord on or before the first day of each calendar month of the Term thereafter during the Term, except that Basic Rent for the first full calendar month shall be paid concurrently with the execution of this Lease by Tenant. All Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America. In the event of failure by Tenant to pay Rent for three (3) consecutive months (consecutive or nonconsecutive) during any twelve (12) month period, at Landlord's sole option, Landlord shall have the right, in addition to all other remedies under this Lease and at law, to require that Rent be paid by Tenant quarterly, in advance.

#### **Section 5. Insurance.**

Tenant shall procure at its expense and keep in force during the term of this Lease, the following insurance coverage:

- a. Property Damage and Bodily Injury Insurance, including contractual liability and completed operations, with a combined single limit of at least *One Million Dollars (\$1,000,000.00)*.
- b. General Liability Insurance with a limit of *One Million Dollars (\$1,000,000.00)*.

All such insurance shall be on an occurrence basis and shall be placed with a company or companies reasonably satisfactory to Landlord. The parties agree that Landlord shall have no responsibility to Tenant or any user of the Premises in the event of theft or property damage which is unrelated to Landlord's obligations under Section 8(b).

#### **Section 6. Taxes and Utilities**

Landlord agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Premises as the same become due.

#### **Section 7. Notices**

Any notices or communications required to be given to or by or served on the respective parties hereto may be so given or served by personal delivery or by mailing the same, properly addressed and stamped, to such party or parties by United States registered or certified mail. Notice shall be effective upon delivery if given by personal delivery or one (1) day after delivery to a nationally recognized overnight courier. Until new addresses are given, the addresses of the respective parties for the purpose of such notices or communications and for another purpose shall be:

**Landlord:**

GUNDERSEN HEALTH SYSTEM

Attn: \_\_\_\_\_

1900 South Avenue, Mail Stop: \_\_\_\_\_

La Crosse, WI 54601

With Copy To:  
GUNDERSEN HEALTH SYSTEM  
Attn: Legal Department  
1900 South Avenue, Mail Stop: BELL-04  
La Crosse, WI 54601

**Tenant:**  
Farnam Flats, LLC  
18106 Woolman Drive  
Minnetonka, MN 55343

With Copy To:  
Larkin Hoffman Daly & Lindgren, Ltd.  
Attn: Thomas P. Stoltman  
8300 Norman Center Drive, Suite 1000  
Minneapolis, MN 55437

#### **Section 8. Repairs; Maintenance.**

- (a) By entry hereunder Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver the Premises. Subject to Landlord's obligations under subparagraph (b) hereof, at all times during the Term and at Tenant's sole cost and expense, Tenant shall keep the Premises and every part thereof in good condition and repair. After No representations respecting the condition of the Premises have been made by Landlord to Tenant, except as may be specifically herein set.
- (b) During the Term, Landlord shall be responsible to repair, resurface, and stripe the Premises. Landlord shall also be responsible for snow removal and deicing on the Premises.

#### **Section 9. Assignment and Subletting.**

Without the prior written consent of Landlord, Tenant shall not assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, except to (a) the tenants of Farnam Flats, LLC and (b) a purchaser or mortgagee of Tenant's apartment project located at South 7th and Hood Streets in LaCrosse, Wisconsin, provided Tenant gives Landlord no less than ninety (90) days advanced written notice of such sale or mortgage. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rental and to perform all other obligations to be performed by Tenant hereunder.

#### **Section 10. Events of Default.**

The occurrence of any one or more of the following events ("Events of Default") shall constitute a breach of this Lease by Tenant:

- (a) Tenant fails to pay any rental due hereunder when it becomes payable and such failure continues for ten (10) days after notice thereof from Landlord;
- (b) Tenant fails to pay any other sum due hereunder and such failure continues for thirty (30) days after notice thereof from Landlord;
- (c) Tenant fails to perform or observe any other term hereof to be performed or observed by Tenant, such failure continues for more than thirty (30) days after notice thereof from Landlord, and Tenant does not within such period promptly commence cure such default;
- (d) Tenant makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated as bankrupt or insolvent or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation;

**Section 11. Miscellaneous.**

- (a) The waiver by Landlord or Tenant of any agreement, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision herein contained, nor shall any custom or practice that may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Tenant or Landlord in strict accordance with said terms.
- (b) No trustee, director, officer, employee, beneficiary, shareholder, partner, or agent of Landlord, or of any partner of Landlord, shall be personally liable in any manner or to any extent under or in connection with this Lease, and Tenant and its successors and assigns and, without limitation, all other persons, partnerships, corporations and entities, hereby waive any and all such personal liability and agree to look solely to Landlord's interest in the Premises for the payment of any claim or for any performance.
- (c) This Lease constitutes the entire agreement between the parties hereto. This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.
- (d) Tenant shall promptly comply with all laws, statutes, ordinances, rules, regulations, orders, municipal, state, and federal authorities now in force or that may later be in force;
- (e) This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin; and
- (f) Either party may request that the other execute a memorandum or short form of this Lease in form suitable for recording in the real estate records in LaCrosse County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto set their hands as of the Effective Date.

LANDLORD  
**Gundersen Health System**

TENANT  
**Farnam Flats, LLC**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## EXHIBIT A

### PARKING LOT

The Parking Lot shall consist, in part, of the following parcels.

Tax Parcel: 17-30079-100

The West 77 feet of Lot 10 in Block 3 of Second Plat of B.B. Healy's Addition to the City of LaCrosse, LaCrosse County, Wisconsin.

Tax Parcel: 17-30079-090

Lot 10 EXCEPT the West 77 feet of Lot 10 in Block 3 of Second Plat of B.B. Healy's Addition to the City of LaCrosse, LaCrosse County, Wisconsin.

### PREMISES

The Premises shall consist of the eleven (11) parking stalls depicted in the image below of the Parking Lot:

