

LEASE
(4802 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose.** For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Diane Fagan
4802 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4802 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

- b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.
- c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.
- d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.
- e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.
- f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

- a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.
- b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.
- c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.
- d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.
- e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

- a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Four Hundred Five Dollars (\$405.00) each month. The first amount of Three Thousand Two Hundred Forty Dollars (\$3,240.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.
- b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars (\$75.00). Tenant must also pay a charge of thirty-five dollars (\$35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.
- c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

- a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

- b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

- c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.
- d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.
- e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.
- f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. Repairs and Maintenance. Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

- a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.
- b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. Security Deposit. Tenant must pay a security deposit in the amount of Four Hundred Five Dollars (\$405.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. Insurance. The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

- a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars (\$500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

- a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.
- b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.
- c. *Emergency Shelter.* The City does not provide any emergency shelter.
- d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. Notice of Domestic Abuse Protections.

- a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.
- b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.
- c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. Notice of Convictions and Registrations. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. Prohibited Conduct. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

- a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. Notices. All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
 City Hall
 400 La Crosse St.
 La Crosse, WI 54601

Copy to:

City Clerk
400 La Crosse Street
La Crosse WI 54601

b. To the Tenant: Diane Fagan
 4802 Rivercrest Drive North
 La Crosse WI 54601

21. Miscellaneous.

- a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.
- b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

- c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.
- d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.
- f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Dated this ____ day of ____, 2025

Tenant

City of La Crosse

Diane Fagan

Shaundel Washington-Spivey, Mayor

Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

Subscribed and sworn to before me this
____ day of ____, 2025.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____



The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

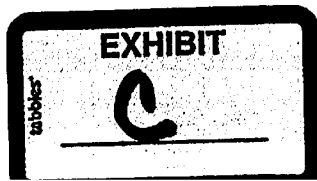
Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.

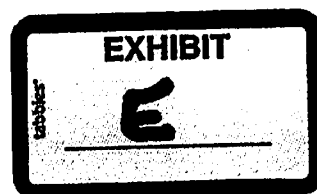




INSERT documentation of current condition (photographs from City of La Crosse
Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.

