

## LEASE

**THIS LEASE** made this \_\_\_\_ day of February, 2017, by and between Davy Engineering Co., a Wisconsin corporation, located at 115 South 6<sup>th</sup> Street, La Crosse, Wisconsin, hereinafter referred to as “Lessee” and the City of La Crosse, a municipal corporation, La Crosse County, Wisconsin hereinafter referred to as “Lessor.”

### **WITNESSETH:**

That Lessor and Lessee for the consideration herein agree as follows:

1. That the Lessor does hereby lease and demise unto the Lessee a certain parcel of land located in the City of La Crosse, County of La Crosse, State of Wisconsin described as follows, to-wit:

The West 98.70 feet of Lot 13, Block 5, Burns & Overbaughs Addition  
to the City of La Crosse (La Crosse Well Site 19H)

2. The Lessee shall lease said premises for a term of five years, commencing March 1, 2017, and terminating February 28, 2022.

3. The Lessee shall pay the Lessor as rental for said premises to be paid in equal monthly installments the sum of \$560.00 per month for the first year, for subsequent years, the rent shall be increased in accordance with the increase or decrease in the consumer price index, with the first payment to be made on upon execution and then the first day of each month thereafter until termination.

4. The Lessor is leasing the above-described premises to the Lessee for the use of parking of vehicles and no other purpose without the express written consent of Lessor.

5. The Lessee specifically agrees to provide signs to identify the Lessee and to plow and police the lot, all at lessee's expense.

6. It is further agreed that should public necessity or convenience necessitate termination of the lease by Lessor, such as may be required or necessary relative to repair or replacement of the City water system well or distribution system which is located on immediately

adjacent premises, Lessee agrees to vacate the leased premises upon 60 days' prior notice. Lessee further agrees to allow access to the City of La Crosse to its well in order to repair or replace its facilities and its water system.

7. Lessee agrees to provide bodily injury insurance with an aggregate of at least \$1,000,000 and property damage insurance in an amount of at least \$1,000,000 naming the City of La Crosse, Wisconsin, as additional insured. Lessee further agrees to indemnify and hold harmless the City of La Crosse, its agents and employees from any and all claims, damages or loss that may arise from the use of the leased premises by Lessee.

8. Lessee shall also be responsible for any applicable federal or state taxes, including Wisconsin sales tax.

**IN WITNESS WHEREOF** the parties have hereunto caused this instrument to be executed the day and year first above written.

WITNESS:

DAVY ENGINEERING CO.

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Michael F. Davy, President

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Joyce K. Davy, Secretary

CITY CLERK

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Teri Lehrke

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Timothy Kabat, Mayor