

SNOW STORAGE LEASE AGREEMENT
BETWEEN THE CITY OF APPLETON AND CRESCENT LOFTS-APPLETON, LLC

THIS LEASE AGREEMENT ("Lease") is entered into on this ___ day of October, 2019, between the City of Appleton ("Tenant") and Crescent Lofts-Appleton, LLC ("Landlord") for the area of the Properties highlighted on Exhibit A attached hereto, for the limited purpose described herein. Landlord and Tenant may be jointly referred to herein as the parties.

Landlord: Crescent Lofts-Appleton, LLC
Attn: Andy Dumke
230 Ohio St., Suite 200
Oshkosh, WI 54902

Tenant: City of Appleton
Attn: Paula Vandehey
100 North Appleton Street
Appleton, WI 54911

Property:

1. Term. The lease term ("Term") shall commence as indicated below and shall run for the period indicated.

Start of Term: Shall commence on the date provided on the signature page

Term: Winter/Spring 2019-2020. The term shall be for the duration of snow storage and shall expire when the final snow of the winter melts.

2. Rent. Tenant shall pay Landlord rent ("Annual Rent"). The total amount paid over the entire course of this Lease shall be calculated in an amount equal to half of the annual real property taxes for the Property in the year 2020.

3. Use of Premises.

- a. Tenant will use the Property for the purpose of storing snow.
- b. At all times Tenant will avoid damaging, harming or otherwise disturbing the property. At the conclusion of the term, the Tenant agrees that it shall make all reasonable efforts to restore said property, as closely as possible, to the condition existing prior to the snow storage.

4. Termination. Landlord, at its option, may terminate this Lease as it relates to all or a portion of the Property at any time and for any reason upon ninety (90) calendar day's written notice to Tenant. In the event Landlord terminates this Lease for a portion of the Property, Tenant shall be reimbursed a prorated portion of any rent already paid for that term and subsequent Annual Rent shall be adjusted based on remaining acreage available for Tenant's use.

5. Payment. Payment of Rent will be made by check and mailed to the address listed above for the Landlord. Payment will be made on or before July 1, 2020.

6. Notice. For the purpose of this Lease, notice means a document in writing and delivered personally or by

United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth above. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; or the date set forth on the return receipt if sent by certified or registered mail.

7. INDEMNIFICATION. LANDLORD SHALL BE LIABLE FOR ITS OWN ACTS AND/OR NEGLIGENCE AND THE ACTS AND/OR NEGLIGENCE OF ITS INVITEES AND GUESTS, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING LITIGATION EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) PAID OR SUSTAINED BY REASON OF THE ACT AND/OR NEGLIGENCE OF THE LANDLORD, OR ITS INVITEES AND GUESTS ARISING IN ANY WAY OUT OF THIS AGREEMENT.

8. Entry upon Premises. Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the Property to install, construct, maintain, repair, replace, and operate sewer, water, gas, and electric lines, cables, poles, substations, and other appurtenant structures; provided that such installation, construction, maintenance, repair, replacement, and operation shall not materially interfere with Tenant's use of the Property.

9. Liens. Tenant shall not directly or indirectly create, or permit to be created, or permit to remain and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Property or any part thereof or the interest of Tenant under this Lease.

10. Severability. If any provision of this Lease is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Lease remain legal and enforceable, the remainder of this Lease shall remain operative and binding on the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of October, 2019.

Crescent Lofts-Appleton, LLC, LANDLORD

Witness: Megan Burnham
Printed Name: Megan Burnham

Signature: [Signature]
Print: Andy Dumke

CITY OF APPLETON, TENANT

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Director of Finance
CL A19-1008

James P. Walsh, City Attorney

