

## LEASE

This Lease agreement made as of January 1, 2017, by and between City of Lodi, Town of West Point, and Town of Lodi, all in Columbia County, Wisconsin, ("Landlord", whether one or more) and Lodi Shell, Inc. ("Tenant", whether one or more).

### WITNESSETH:

The Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, leases to the Tenant, and the Tenant does hereby rent from the Landlord, the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter specifically set forth:

1. DESCRIPTION. The leased premises are described as the former Lodi Area Emergency Medical Service building at the corner of First and Main Streets in the City of Lodi, Wisconsin, including the lot on which said building is situated.
2. TERM. This Lease shall be for a term commencing January 1, 2017 and ending December 31, 2019 provided, however, that either party may cancel the Lease at the end of any calendar year by written notice given to the other party on or before October 1 of that calendar year.
3. RENT. Tenant shall pay to Landlord at Lodi Area EMS Commission, 715 North Main Street, Lodi, WI 53555, or such other place as Landlord may from time to time designate, rent for the demised premises as follows: Five Hundred Dollars (\$500.00) for each month of the Lease with the first month's rent to be paid upon signing of the Lease, and successive monthly rental payments shall be made on or before the 15<sup>th</sup> day of each month.
4. USE. Tenant agrees that the premises will be used only for a used car lot and washing cars, and for no other purposes. There shall be no more than eight (8) vehicles for sale on the lot at any one time. No automotive repairs shall be conducted on the premises. No cars for sale shall be parked on city streets.
5. SUBLETTING. Tenant will not assign or sublet this Lease or any part of the leased premises without prior written consent of the Landlord.
6. ENTRY BY LANDLORD. Landlord may at reasonable times enter the premises to show the premises to prospective purchasers or renters, to inspect the condition of the premises, or to make such alterations or repairs, as he may deem necessary. If Tenant abandons the premises or violates any terms of this Lease, Landlord shall have an immediate right to enter the premises.

7. USE BY LANDLORD. Tenant shall allow the Lodi Area Fire Department use of any location on the lot or driveways for parking by fire department personnel vehicles during emergencies at any time during the term of the lease, without charge. Lodi Area Fire Department will not have access to interior of building.
8. UTILITIES. Charges for all utilities and fuels for the demised premises shall be paid by Tenant. Tenant shall not permit any such bills to become delinquent.
9. PAINTING. Tenant may paint the exterior of the premises upon approval by Landlord. Tenant shall, at his expense, furnish the labor, paint and supplies for said project.
10. MAINTENANCE. Tenant shall make such minor repairs to the building, fixture and mechanical systems as are necessary to maintain the property in the same condition as at the commencement of the Lease, reasonable wear and tear excepted; and in a clean and neat condition. Tenant will replace any damaged or broken glass in the doors or windows. A minor repair is defined as one that is not structural in nature and is not a capital improvement or replacement. Tenant shall in no event do any digging or excavation on the premises. Tenant shall cut the grass and clear snow from the property as needed to maintain a clean and neat appearance.
11. DAMAGE TO OR DESTRUCTION OF BUILDING BY CASUALTY. If the building being rented is damaged or destroyed by fire or other casualty to such an extent as to render the premises untenable, then Landlord shall have the election to either repair or rebuild the building (in which case the rent shall abate until the premises are again ready for occupancy by Tenant) or to terminate the Lease upon notice to Tenant. In such event, if Landlord does not choose to terminate the Lease, Tenant shall have the option to terminate the Lease.
12. ALTERATIONS AND REDECORATING. Tenant shall not alter or redecorate the premises without prior written consent of Landlord. All alterations and improvements to said premises or fixtures installed on said premises shall remain for the benefit of Landlord unless otherwise provided in said consent.
13. POSTING NOTICES. Landlord may within two months of the end of the term of this Lease or after giving Tenant notice to vacate the premises pursuant to this Lease, post "FOR RENT" or "FOR SALE" signs on the premises.
14. LIMITATION OF LIABILITY. Landlord shall not be liable for any damage caused by bursting or leaking of any plumbing pipes, fittings or fixtures or by failure of any equipment or appliances furnished by Landlord or by water, snow or ice, or by electrical power failure or power surge or spike. Landlord shall not be liable for any loss or damage caused by fire, windstorm, theft, vandalism or any hazards covered under a standard

casualty insurance policy. It is understood that it is Tenant's responsibility to insure personal property kept on the rented premises against damage or loss. Tenant agrees to provide the Landlord with a copy of insurance, to the Lodi Area EMS on a yearly basis.

15. COVENANT TO HOLD HARMLESS AND PUBLIC LIABILITY INSURANCE.

The Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses including reasonable attorney's fees arising from the conduct or management of the business conducted by the Tenant on the leased premises; or from the use of the premises by Tenant, his family, and his employees, customers or other persons on the premises with Tenant's permission. It is further understood and agreed that the Landlord shall not be liable, and the Tenant waives all claims for, damage to person or property sustained by Tenant, its employees or agents, as may result from any accident or occurrence in or upon the demised premises. The Tenant agrees to carry and pay the premiums for public liability insurance insuring itself and the Landlord against injury to property, person or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage and \$500,000 for personal injury or death, and shall furnish to the Landlord as may be requested from time to time, a certificate of said insurance.

16. ABANDONMENT. If Tenant shall abandon or vacate said premises before the expiration of said term, Landlord shall make reasonable efforts to rent same and shall apply the money therefrom to the rent due, or to become due, on this Lease and Tenant shall remain liable for any deficiency and agrees to pay same.

17. DISPOSAL OF TENANT'S PROPERTY. If Tenant shall leave any property on said premises, Landlord shall have the right to dispose of said property without liability 30 days after Tenant vacates or abandons said premises.

18. DEFAULT. In the event default is made by the Tenant in payment of said rent herein specified, or any part thereof, or if Tenant defaults in the prompt and full performance of any other provision of this Lease, and such default shall continue for 10 days after written notice by Landlord to Tenant to cure such default, then the Landlord shall, without further notice, at his option, have the right to re-enter said premises, to remove the Tenant and all persons holding under it therefrom and to terminate this Lease and repossess himself of the premises. Such repossession shall not constitute a waiver by Landlord of any other rights which it might have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents or other defaults hereunder.

19. LEGAL FEES. ETC. Tenant agrees to pay upon demand all Landlord's costs, charges or expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any

litigation in which the Landlord, without the Landlord's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship hereunder of the Landlord and the Tenant.

20. NO WAIVER OF COVENANTS. Any failure or delay of Landlord to insist upon strict performance or compliance with any agreements, covenants or conditions of this Lease shall not be deemed a waiver thereof or of Landlord's right to pursue his rights hereunder as to any subsequent breach by Tenant. The acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach or breaches by Tenant of any agreement, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.
21. BANKRUPTCY, ETC., OF TENANT. In the event of voluntary or involuntary bankruptcy on the part of the Tenant, or the appointment of a receiver for the Tenant, or a voluntary assignment for creditors by the Tenant, or commencement of any proceeding for reorganization or adjustment of debts under the bankruptcy laws relating to debts owed by Tenant, or if this Lease shall by operation of law devolve upon or pass to any person or corporation other than the Tenant, then and in each of said events this Lease shall, at the option of the Landlord by subject to cancellation forthwith. If there is more than one Tenant, this option shall be open to Landlord upon the occurrence of any of said events involving any Tenant.
22. NOTICES. Whenever in this Lease it shall be required or permitted that notice be given by either party hereto to the other, such notice shall be forwarded by certified mail and addressed as follows:

To the Landlords: City of Lodi Clerk; 130 S. Main Street; Lodi, WI 53555

Town of Lodi Clerk; W10919 County Road V; Lodi, WI 53555

Town of West Point Clerk; N2114 Rausch Road; Lodi, WI 53555

To the Tenant: Lodi Shell, Inc.; 105 First Street; Lodi, WI 53555

or to such other place as the parties may designate in writing. Notice shall be considered given when mailed whether or not it shall be received or refused by the party to whom the notice is sent.

23. GENERAL PROVISIONS. The terms "Landlord" and "Tenant" shall mean singular or plural; masculine or feminine, as the case may be, and this Lease shall be binding on the

parties hereto and their respective heirs, representatives, successors and assigns. The invalidity or unenforceability of any provisions hereof shall not affect or impair any other provisions. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. This Lease shall not be binding until executed by both Landlord and Tenant.

24. RIGHT OF FIRST REFUSAL. During the term of the Lease or any extension or renewal thereof, Tenant shall have a right of first refusal to acquire the leased premises as follows: During such period, prior to accepting an offer to purchase the property made by anyone other than Tenant, Landlord shall give written notification, including a copy of said offer, to Tenant, and Tenant shall have 72 hours within which to meet said offer with a written offer of his own. If Tenant's offer does not meet such other offer exactly or in a modified form acceptable to Landlord, then Landlord shall be free to sell the property to the persons making the other offer. This right of first refusal shall expire and be of no further force or effect upon expiration, termination or voiding of the Lease.

25. LEASE NOT TO BE RECORDED. This Lease shall not be recorded.

**IN WITNESS WHEREOF**, the parties have signed this instrument on the dates set forth below (on page 6 of 6):

**LANDLORDS:**

**CITY OF LODI:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Ness, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Patricia Spence, Clerk

**TOWN OF WEST POINT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dean Schwarz, Chairperson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Taffy Buchanan, Clerk

**TOWN OF LODI:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Marx, Chairperson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
April Goeske, Clerk

**TENANT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Dolson