

LEASE AGREEMENT FOR

LODI GOLF CLUB INC.

&

CITY OF LODI

THIS AGREEMENT made this ____ day of January, 2025 by and between the City of Lodi, Lodi, Wis., (“Lessor” or “City”), and Lodi Golf Club Inc., (“Lessee” or “Golf Club”).

WITNESSETH: The Lessor and Lessee hereby agree to mutually terminate the current Lease agreement in existence dated April 3, 1962, and Lessor hereby leases to the Lessee, for a term of Ninety-Nine (99) years, commencing January ___, 2025, for the considerations hereinafter mentioned, the following described property, being a portion of the Louis Strangeway to wit;

A parcel of land located in a part of the Northwest Quarter of the Southwest Quarter in Section 27, T10N, R8E in the City of Lodi, Wisconsin, commonly known as Tax Parcel No. 11246-550.003 containing 43.629 acres, more or less; and also a parcel of land located in a part of the Southeast Quarter of the Northeast Quarter of Section 28, T10N, R8E in the Township of Lodi, Wisconsin, commonly known as Tax Parcel No. 11246-2000, containing 34.12 acres.

WHEREAS, the Premises are to be developed by the Lessee and used exclusively for the management, operation and maintenance of a golf course, including but not limited to: clubhouse operations, cart storage facilities, equipment storage, cart rental, the golf course grounds including all buildings thereon, roads and parking lots, and all other facilities within and on the golf course property except for the water pump house. This shall include additional and future improvements, alternations or modifications constructed by either Lessor or Lessee within and on the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter specified, to be kept and performed by the parties hereto, **IT IS HEREBY AGREED** by and between Lessor and Lessee as follows:

1. PREMISES.

Lessor leases to Lessee for the term and upon the conditions and provisions hereinafter specified, and the Lessee accepts the full responsibility and obligation to manage, operate and maintain the golf course property, in particular, all of said facilities for the operation of Lodi Golf Club, Inc. shall be maintained at the expense of the Lessee. All building, improvements, fixtures and the like constructed or placed on the Premises shall be deemed affixed to the realty, not subject to removal in the event of termination of the lease, and ownership thereof shall revert to the Lessor in event of lease termination.

2. USE OF PREMISES.

The Premises is leased by Lessor to Lessee solely for the purpose of managing, operating and maintaining a golf course, a clubhouse, golf cart rental, and for providing food and beverage services. Lessee shall not use the Premises for any other purpose without the advance written consent of the Lessor, which it may withhold in its sole discretion. The Premises shall be made available to the City for other recreational purposes, at no cost, at such times and under such conditions as will not interfere with Lessee's use of the Premises as set forth in this Lease.

3. TERM.

The term of this agreement shall be for Ninety-Nine (99) years, commencing January ____, 2025, or earlier as may be mutually agreed upon, and terminating January ____, 2124, except as otherwise provided in this agreement.

4. RENT.

The rent amount shall be One Dollar (\$1.00) and due from Lessee upon execution of this Agreement.

5. TAXES, FEES AND LICENSE CHARGES.

Lessee shall timely pay all federal, state, and local fees, taxes and license expenses and costs assessable in connection with the use of the Premises.

Lessee shall also timely pay all fees, charges, or costs, if any, for all governmental inspections or examinations related to its use or occupancy of the Premises; shall timely pay all license fees and state and city excise taxes, occupation taxes, and sales taxes covering the business conducted on such Premises; and all utilities including outside lighting shall be paid by Lessee.

Furthermore, the Parties agree and understand that the structures presently located on the Premises and any structures as may be constructed in the future, are taxable as real property pursuant to Wis. Stat. Sec, 70.17(3). Lessee agrees to reimburse Lessor for the actual real estate taxes assessed against the Premises on an annual basis. Lessor shall provide Lessee with a copy of the actual real estate tax bill for the Premises before December 20 of each year. Lessee shall pay the real estate taxes to Lessor by January 31 of the following year in order to fully satisfy the real estate taxes due. The Lessee may enter into such agreements as it deems necessary and appropriate with any individuals owning or constructing such structures, including rental agreements. Lessee also agrees to indemnify Owner against loss or liability resulting from any and all claims or liens in connection with such taxes and assessments. Any taxes or special assessments of any character may be levied by the Lessor only after due prior notice and compliance with Wisconsin law relating to such taxes.

6. UTILITIES.

Lessee shall pay all deposits and monthly charges for electricity, water, sewer, gas, garbage collection, internet/cable, and all other utilities. Lessor shall provide public water rates to the Lessee.

7. LIENS.

Lessee shall not suffer or permit any lien to be filed against the leased Premises or any part of Lessee's leasehold interest by reason of labor, services, or materials performed or supplied to Lessee or any of its members or anyone holding any part of the Premises under Lessee. If any such lien is filed against the Premises or Lessee's leasehold interest, Lessee shall cause such lien to be discharged of record within ten (10) days after the date such lien was made known to Lessee.

8. IMPROVEMENTS.

Lessee may conduct alterations, modifications and improvements on the Premises so long as any such alterations, modifications and improvements are within the normal course of business for Lodi Golf Club, Inc. and further its mission. Lessee shall obtain all necessary governmental permits needed to accomplish the alterations, modifications and improvements and to submit copies to Lessor upon request. Lessor agrees that Lessee may conduct assessments of vegetation, tree placement and growth, turf conditions and pathways located on the Premises and shall have the absolute discretion to alter, modify, remove, prune or improve aforementioned conditions following assessment(s) at Lessee's expense.

9. EXCLUSIVE CONTROL OF PREMISES.

Lessee shall have the exclusive use, occupancy, and control over the Premises and all activities carried out on the Premises; provided, however that Lessee will permit Lessor and Lessor's authorized representatives to enter the Premises at reasonable times during usual business hours upon reasonable prior written notice (presumed to be 24 hours' written notice) to Lessee, notwithstanding emergency situations, for the purpose of inspecting the Premises and performing its obligations under this Lease.

10. SUBLEASE.

Lessee shall not assign or sublet any portion of the Premises without the prior written consent of the City, which consent shall not be unreasonably withheld; any such assignment or subletting without consent shall be void. If prior written consent is provided, Lessee shall be allowed to sublease all or portion(s) of the Premises.

11. ASSUMPTION OF RISK.

Lessee assumes the risk of damage to its property located on the Premises. Lessee covenants not to bring suit, and releases and waives any and all claims against Lessor, its

appointed and elected officers, and its agents and employees for damage to or destruction of the property of Lessee caused by or arising out of the errors or omission of Lessor, its appointed and elected officers, and its agents and employees, except to the extent any such damage or destruction is caused by or arises from the willful and/or malicious action on the part of Lessor.

12. INDEMNIFICATION OF LESSOR.

Lessee agrees to indemnify Lessor and to hold Lessor harmless from any and all liability, damages, losses and judgments, including costs and expenses thereto, which may accrue against or be suffered by, charge to or recoverable from Lessee by reason of loss or damage to property, or by reason of injury to or death to any person, arising out of or in any way connected with the use of the Premises or services furnished pursuant to this agreement; provided, however, that Lessee shall not be responsible for any loss occasioned by the Lessor's officers, agents and employees.

13. GOVERNING LAW.

This Lease and all disputes relating to the performance or interpretation of any term of this Lease shall be construed under and governed by the laws of the State of Wisconsin applicable to Agreements to be performed entirely with that jurisdiction, without giving effect to any principles thereof concerning conflicts of laws.

14. ENTIRE LEASE.

This Lease, together with all Exhibits or supporting materials hereto, constitutes the entire agreement between the Parties with respect to the Lease and operation of the Premises and supersedes all prior agreements and understandings, written or oral, with respect thereto. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the execution of this Lease, except as expressly stated in this Lease.

15. RELATIONSHIP OF THE PARTIES.

Lessee and Lessor are not joint venturers, partners or joint owners, and nothing contained in this Lease shall be construed as creating a partnership, joint venture, or similar relationship between the Parties.

16. PARTIES.

Lessor: City of Lodi
130 S. Main Street
Lodi, WI 53555

Lessee: Lodi Golf Club, Inc.
300 Prospect Ave.
Lodi, WI

17. COUNTERPARTS.

This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18. SUCCESSORS AND ASSIGNS.

This Lease shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties, and the terms “Lessor” and “Lessee” as used in this Lease shall include all permitted successors and assigns of the original Parties.

19. CORPORATE EXISTENCE AND AUTHORIZATION.

Lessee is now and on the date of execution of this Lease is a corporation duly organized and validly existing and in good standing under the laws of the State of Wisconsin. Lessee has all requisite corporate power and authority to negotiate and enter into a binding agreement pursuant to the terms of this Lease Agreement. Lessor is now and on the date of execution of this Lease is a municipality duly organized and governed by federal, state and local laws, rules, regulations and ordinances and has all requisite power and authority to negotiate and enter into a binding agreement pursuant to the terms of this Lease Agreement.

In witness whereof the parties have caused this lease to be signed by their duly elected officers, and corporate seals affixed thereto this ____ day of January, 2025.

LESSEE:

Cathie Malin, President of Lodi Golf Club, Inc.

Michael Clark, Secretary of Lodi Golf Club, Inc.

LESSEE:

Ann Groves Lloyd, Mayor of City of Lodi

Brenda Ayers, City of Lodi Clerk