

PARKING LOT LEASE

THIS INDENTURE, entered into and executed in duplicate this 19th day of October, 2001, by and between the City of Richland Center, Wisconsin, a Wisconsin Municipal Corporation, party of the first part, hereinafter referred to as the "Lessor," and Cornerstone Enterprises, L.L.P. D/B/A Cornerstone Enterprises of R.C., L.L.P., a Wisconsin Limited Liability Partnership, party of the second part, whether one or more, hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, the Lessor does hereby lease, let and demise unto the Tenant and the Tenant does hereby take from the Lessor the demised premises described as follows:

SEE ATTACHED LEGAL DESCRIPTION

1. **TERM OF LEASE.** The lease of the premises shall commence on October 19th, 2001 for a period of ninety-nine (99) years.

2. **PAYMENT OF RENTALS.** The Tenant covenants and agrees to pay the Lessor at 450 South Main Street, Richland Center, Wisconsin 53581, as the Lessor may from time to time designate in writing, rentals for the demised premises as follows:

The yearly rental shall be the sum of \$25.00, payable on the first Monday in January, for a period of ninety-nine (99) years.

3. **REPAIRS AND MAINTENANCE.** The Tenant shall maintain and keep in good repair the demised premises at its own expense and shall upon the expiration of the term of this Lease, deliver up the premises in as good condition and repair as received, reasonable wear and tear excepted.

4. **USE OF THE PREMISES.** The Tenant agrees that it will use the demised premises for the purpose of constructing and maintaining a parking lot in compliance with all applicable laws, ordinances, and regulations of federal, state and local governments, and for no other purpose without the consent of the Lessor first had and obtained in writing.

5. **COVENANT TO HOLD HARMLESS AND PUBLIC LIABILITY INSURANCE.** The Tenant agrees to indemnify and save the Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorneys fees, arising from Tenant's use and occupancy of the demised premises. It is further understood and agreed that the Lessor shall not be liable, and the Tenant waives all claims for damage to person or property sustained by the Tenant, its employees or agent, resulting from the condition of the demised premises or such as may result from any accident in or about the demised premises. Initially, the Tenant agrees to carry and pay the premiums for public liability insurance, insuring

itself and the Lessor 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 \$500,000.00 property damage, \$1,000,000.00 for any one person, and \$2,000,000.00 for any number of persons injured or killed in any one accident, and shall furnish to the Lessor as may be requested from time to time, a certificate of said insurance. Thereafter, the limits of coverage for such insurance shall be reviewed every five years and increased by an amount equal to the percentage increase in the Consumer Price Index (all consumers) during such five year period.

Such policies of insurance shall not be canceled, discontinued, or altered without ten (10) days written notice to the Lessor.

6. SUBORDINATION. At the Lessor's option, this Lease shall be and is subordinated to any existing mortgages concerning said premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgage shall recognize the validity of this Lease in the event of a foreclosure of the Lessor's interest as long as the Tenant shall not be in default under any of the terms of this Lease. The Tenant shall execute whatever instruments may be required to effect such subordination.

7. 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 U.S. Certified Mail addressed as follows:

TO THE LESSOR: City of Richland Center
Attn: City Clerk
450 South Main Street
Richland Center, WI 53581

TO THE TENANT: Cornerstone Enterprises, L.L.P. D/B/A
Cornerstone Enterprises of R.C., L.L.P.
Attn: Robert Rynes
435 W. Seminary St.
Richland Center, WI 53581

or to such other place as the parties may designate in writing. Such written notice may also be hand delivered by either party.

It is further agreed that the parties hereto will promptly submit a copy of any notice received by such party from any third person affecting the rights of either party under this Lease.

8. WARRANTY OF QUIET POSSESSION. The Lessor hereby warrants and covenants that it has full authority to execute this Lease, and further agrees that the Tenant on paying rent and performing the covenants and conditions of this Lease, may have and shall quietly have, hold, and enjoy the demised premises during the term hereof.

9. RENT DEFAULTS. It is mutually agreed that, in the event the Tenant shall default in the payment of rentals when due, the Lessor may forward written notice of such default by U.S. Certified Mail, addressed to the Tenant as hereinbefore set forth, and failure on the part of the Tenant to cure such default within ten (10) days after the date of mailing of said notice, shall, at the option of the Lessor, work a forfeiture of this Lease. In case the Tenant so continues the default of any rental payment due after notice, the Tenant shall not be released of any liability for rent hereunder by reason of the Lessor's repossession of the demised premises. Nothing herein shall be construed to limit Lessors from utilizing any other remedy provided or authorized by law.

10. OTHER DEFAULTS. It is mutually agreed that in the event the Tenant shall default in any of the terms and provisions of this Lease other than payment of rent, or default in any of the terms and provisions of the Revolving Loan Fund Agreement, Promissory Note or Mortgage, each dated October 19, 2001, the Lessor may forward written notice of such default by U.S. Certified Mail, addressed to the Tenant as hereinbefore set forth, and the Tenant agrees that if it be in default as set forth in such notice it will cure such default within twenty (20) days after the date of mailing of such notice (or in the event such default is of such a character as to require more than twenty (20) days to cure, the Tenant will use diligence to cure such default). And, in the event the Tenant shall fail to cure such default as herein set forth, the Lessor may cure default and the cost and expense thereof shall be deemed to be additional rent to be paid by the Tenant on the next day when fixed annual rental shall become due and collectible. Nothing herein shall be construed to limit Lessors from utilizing any other remedy provided or authorized by law.

If, however, after due notice to the Tenant of an opportunity to cure the same, the Tenant shall refuse to cure or make good any such default, the Lessor may, at its option, terminate this Lease.

Failure to give notice of any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof.

11. BANKRUPTCY. Neither this Lease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if the Tenant shall be adjudicated insolvent or bankrupt pursuant to the provision of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the Tenant shall be appointed by reason of the Tenant's insolvency or inability to pay its debt, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in any such events the Lessor may at its option, in addition to the remedies provided herein, terminate this Lease and all rights of the Tenant herein, by giving to the Tenant notice in writing of the election of the Lessor so to terminate. The Tenant shall not cause or give cause for the institution of legal proceedings seeking to have the Tenant adjudicated bankrupt, reorganized or rearranged under bankruptcy laws of the United States, and shall not cause or give cause for the Tenant's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or a receiver of the Tenant or its assets, shall be conclusive evidence that the Tenant caused, or gave cause therefor, unless such allowance of the

petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment.

12. ASSIGNMENT AND SUBLEASING. The Tenant shall not assign, mortgage nor sell this Lease or sublet the premises, or any portion thereof, nor permit any licensee or concessionaire to operate in or use the leased premises without the written consent of the Lessor first had and obtained. The Lessor may accept rent from any person in possession without releasing the Tenant from this covenant. The Lessor's right to assign this Lease is and shall remain absolute and unqualified. Nothing herein shall prohibit the tenant from assigning this lease to a lender for security purposes.

13. HOLDING OVER. In the event the Tenant shall continue to occupy the premises after the expiration of the demised term or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

14. RIGHT TO ENTER AND VIEW. The Lessor or its representatives may enter and view the premises hereby leased for the purpose of examining the same, provided that such entering and viewing shall be done at a time mutually agreeable to the parties and in a manner so as not to unduly interfere with the conduct of the Tenant's business.

15. ALTERATIONS. The Tenant shall make no alterations or additions in, upon, or to the demised premises, or any part thereof, without the consent of the Lessor first had and obtained in writing. In the event such consent be obtained, all such alterations or additions shall be performed at the expense of the Tenant in a first class, workmanlike manner; and the Tenant covenants and agrees not to create, or suffer others to create, any lien or obligation against the premises or the Lessor by reason of the alterations or additions so authorized, and, further, to hold the Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such work. All alterations or additions so made by the Tenant shall become part of the realty, as a consequence of which the Tenant, upon the expiration of the demised term or the cancellation thereof, shall have neither the right nor the obligation to remove the same.

16. TAXES. Tenant shall promptly pay and discharge when the same become due and payable all personal property taxes levied against Tenant's property situated on the demised premises and all license fees, permits, area charges, occupational taxes and any and all other charges assessed by reason of Tenant's use and occupancy of the demised premises.

17. SHORT FORM LEASE. At the option of the Lessor, and upon its demand, a Short Form Lease for recording purposes, in form and content acceptable to the Lessor, and which shall in no way vary or alter the terms of this Lease, shall be executed by the parties hereto.

18. HEADINGS, MISCELLANEOUS, NO OFFSETS, EMERGENCIES, NO PARTNERSHIPS AND NO REPRESENTATION.

a. The word "Tenant" when used herein shall be taken to mean either the singular or the plural and shall refer to male or female, to corporations or partnerships, as the case may be, or as grammatical construction shall require.

b. The headings of the various articles of this Lease are intended only for convenience and are not intended to limit, define, or construe the scope of any article of this Lease, nor offset the provisions thereof.

c. In case of any emergency (the existence of which shall be determined solely by the Lessor) if Tenant shall not be present to permit entry, Lessor or its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefor or affecting Tenant's obligations under this Lease.

d. Neither the method of computation of rent nor any other provision of this Lease shall be deemed to create any relationship between the parties hereto other than that of Lessor and Tenant.

e. Tenant affirms and agrees that Lessor and its agents have made no representations or promises with respect to the demised premises or the entry into of this Lease except as in this Lease expressly set forth and that no claim or liability shall be asserted by Tenant against Lessor or its agents for breach of any representations or promises not expressly stated herein.

19. SPECIAL PROVISIONS.

a. Tenant shall within 12 months of the date of this lease pave the property being leased at its own expense. The plans for parking, paving, landscaping and drainage plan shall be submitted and approved by the Lessor and if necessary, by the Department of Natural Resources. The paving would be kept in good repair and inspected by the Lessor yearly. The Tenant will promptly make any repairs to the paving within 90 days of notification of need for repair by the Lessor unless written permission to extend this time is granted by the Lessor. The property being leased cannot be excavated in any manner. No buildings or other improvements, other than pavement or landscaping approved by the Lessor, shall be placed on the property subject to the lease.

b. Tenant understands that the property subject to this lease is a contaminated site and formerly used as a land fill. Lessor retains the right to enter upon the leased premises at any time necessary to clean up or remediate any contamination on the site and to remove the pavement and exclude parking or access, as is necessary, to clean up any hazardous waste as is deemed necessary by the Lessor or the Department of Natural Resources. Lessor will not be liable for any damages sustained by the Tenant for loss of parking, access or any other economic loss because of any required clean up. The Tenant shall be responsible for replacing any paving, if the paving needs to be disturbed or removed by the Lessor in cleaning up or removing hazardous or toxic substances.

c. The Tenant shall pay all costs for surveys, the cost of legal expenses for the attorney to draft appropriate documents on behalf of the Lessor, recording fees or any other expense involved in the execution of this agreement.

d. The driveway from the Tenant's property and the leased premises shall have an entrance that is level 40' from the curb before it increases in decline and shall be located as depicted on the attached map.

e. The property being leased shall not be fenced in any manner.

f. The Lessor shall retain at all times the right of ingress and egress over and across the leased premises to other property owned by Lessor, including the drainage channel.

IN WITNESS WHEREOF, the Lessor and Tenant have both duly executed this Lease and affixed their respective seals hereto, all being done on the day and year first above written.

CITY OF RICHLAND CENTER, Lessor

By: Edwin Lee, Mayor (SEAL)

By: Jude Elliott, City Clerk (SEAL)

CORNERSTONE ENTERPRISES, L.L.P. D/B/A
CORNERSTONE OF R.C., LLP, Tenant

By: Partner (SEAL)

By: Partner (SEAL)