

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is made as of October 13, 2025, by and between the City of Two Rivers, a municipal corporation organized and existing under the laws of the State of Wisconsin ("Landlord"), and The Chamber of Manitowoc County, a Wisconsin a non-profit organization ("Tenant"). Landlord and Tenant shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord that certain real estate identified on the attached EXHIBIT A (the "Leased Premises") with hash marks, to be used generally as a parking lot for the benefit of Tenant from time to time, on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Demise of Premises.** Landlord hereby demises and lets to Tenant, and Tenant hereby takes and leases from Landlord, for the Term (as defined in Section 2 below) and upon the provisions hereinafter specified, the Leased Premises.
2. **Term.** The term of this Lease shall be for ten (10) years commencing on October 13, 2025 (the "Effective Date") and terminating on October 13, 2035 (the "Initial Term"). Subject to the following notice requirements, and provided that at the time of such notice Tenant is not then in Default (as herein defined) under the terms of this Lease, Tenant is hereby granted the right (each, a "Renewal Option") to renew the Initial Term of this Lease for two (2) consecutive five (5) year terms (each, a "Renewal Term"). Tenant shall exercise each Renewal Option, if at all, by noticing Landlord in writing of its intent to renew not less than thirty (30) days prior to the expiration of the then current Term. All of the terms and provisions of this Lease shall apply to each Renewal Term, except that Tenant shall have only the remaining, unexercised Renewal Options. The Initial Term and Renewal Term are hereafter collectively referred to as the "Term".
3. **Rent.** Tenant shall make a one-time payment to Landlord in the amount of \$10.00 (the "Initial Rent") within thirty (30) days of the Effective Date of this Agreement. If Tenant exercises any Renewal Option, Tenant shall make an additional payment of \$5.00 (the "Renewal Rent") within thirty (30) days of the commencement of each Renewal Term. All Rent payments shall be made to Landlord at City Hall, 1717 E. Park Street, Two Rivers, WI 54241 unless directed otherwise.
4. **No Service Provided; Repairs, Maintenance and Alterations.** The Parties understand and agree that this Lease is a land lease and that Landlord shall not be required to furnish any services, facilities or improvements, or to make any repairs or alterations in or to the Leased Premises except as expressly set forth herein. Tenant shall be responsible for lawn care up to the parking lot line to the north and snow removal of the Leased Premises. Tenant shall maintain the

Leased Premises in substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty excepted. Tenant shall keep the Leased Premises clear of debris as required by law, and snow removal if deemed necessary by Tenant. Tenant must obtain written permission from the Landlord before making any alterations, additions or improvements to the Leased Premises.

5. **Use.** The Leased Premises shall be for the exclusive use of Tenant, its employees, agents, and guests for parking purposes.

6. **Compliance with Laws.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Leased Premises or any part thereof. Tenant shall not be required to correct any condition of or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by Landlord.

7. **Indemnity.** Tenant shall indemnify Landlord (and its officials and employees) against, and save Landlord (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party contractors. Tenant agrees, at all times, to indemnify and hold Landlord harmless from and against all actions, claims, demands, costs, damages or expenses of any kind which may be brought or made against Landlord by reason of Tenant's occupancy of the Leased Premises or its actions, omissions, or negligent performance of or failure to perform any of its obligations under this Lease. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, defend and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's indemnification obligation hereunder shall not extend to the gross negligence or intentional misconduct of Landlord, its agents, contractors, employees or servants.

8. **Default.** In the event that Tenant shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), Landlord may terminate this Lease and resume possession of the Leased Premises wholly discharged from this Lease. Landlord shall make such election by written notice to Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Leased Premises by reason of the Default then existing and such election shall be final. If Landlord shall elect to terminate this Lease as set forth in this Section 9, then immediately upon such termination, all rights and obligations whatsoever of Tenant and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the Term hereof, shall cease. Within ten (10) days after receipt by Tenant of notice of election by Landlord to terminate this Lease pursuant to this Section 9, (i) the Parties shall, by an instrument in a recordable form, cancel this Lease and the unexpired portion of the term hereof, and (ii) Tenant shall surrender and deliver to Landlord the entire Leased Premises, and upon any default by Tenant in so doing, Landlord shall have the

right to re-enter the Leased Premises either by summary proceeding or otherwise. In addition to the remedies set forth above, Tenant shall be responsible for and indemnify Landlord for any and all costs, fees, damages and losses arising as a result of such termination.

No Default hereunder shall be deemed to have occurred on the part of Tenant until two (2) business days after written notice of such Default shall have been received by Tenant, and Tenant within such time shall have failed to remedy such Default. If any Default by Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such two (2) business day period, then Tenant shall have such additional time as may be reasonably necessary, up to five (5) business days, to remedy the same.

9. Assignment and Subletting. Tenant may not assign this Lease or sublet the whole or any part of the Leased Premises at any time to any other party.

10. Successors and Assigns. Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

11. Quiet Enjoyment. Upon Tenant's payment of the Rents and other required payments herein provided, and upon Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, Tenant shall peaceably and quietly hold and enjoy its exclusive rights to the Leased Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject to the terms and conditions of this Lease. Notwithstanding the above, if Landlord should need access to the Leased Premises for any reason, Landlord shall provide as much advance notice as reasonably practical to Tenant, and Tenant shall provide such access to the Leased Premises, which may include upon request of Landlord, the temporary removal/relocation of any vehicles located on the Leased Premises.

12. Force Majeure. No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

13. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to either Party at such address as such Party may designate to the other Party. Notices shall be sent to the following addresses:

If to Landlord: City of Two Rivers
 Attn: City Manager
 1717 E. Park Street

Two Rivers, WI 54241

If to Tenant: Chamber of Manitowoc County
Attn: Executive Director
1515 Memorial Drive
Manitowoc, WI 54220

14. Waiver; Invalidity of Particular Provision. The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

15. Construction; Section Headings. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

16. Surrender. Tenant shall (a) on the last day of the Term hereof (including the final Renewal Term, if any), (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by Landlord upon the Leased Premises, peaceably leave and surrender the Leased Premises into the possession and use of Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If Tenant has made additions, alterations or modifications to the Leased Premises, at the request of Landlord, Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender.

17. Disputes. Any dispute arising directly or indirectly from this Lease, including tort claims, shall, if no amicable settlement shall be reached through negotiations, be finally settled by litigation in Manitowoc County, WI.

18. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to immediately follow]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:
CITY OF TWO RIVERS

By: _____
Kyle Kordell, City Manager

TENANT:
THE CHAMBER OF MANITOWOC
COUNTY

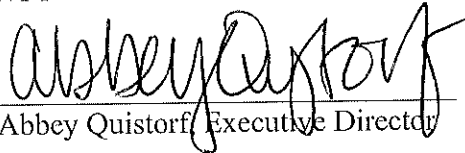
By: 
Abbey Quistorf, Executive Director

Exhibit A
Description of Leased Premises

The Leased Premises consists of a certain gravel parking lot located adjacent to 1515 Memorial Drive, Manitowoc, WI 54220, as identified by hash marks on the map below.

