

LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Agreement") is made this ___ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF TWO RIVERS** ("Lessor" or "City") and **KEVIN LAST** ("Lessee").

WHEREAS, Lessor is the owner of certain real property located at 1308 19th Street, Two Rivers, Wisconsin (the "Property");

WHEREAS, Lessee desires to utilize the parking lot on the Property (the "Parking Lot"); and

WHEREAS, Lessor and Lessee have agreed to enter into this Agreement, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease. Lessor hereby Leases to Lessee the exclusive right to use the Parking Lot on the Property for parking by Lessee and its agents or invitees during the Term (as hereinafter defined). Such Lease shall be subject to the conditions set forth below.

2. Rent / Lease Fee. In consideration for the Lease granted herein, Lessee shall pay Lessor rent in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00) per month. Payments shall be due on or before the first (1st) day of each month during the Term. All fee payments shall be made to the City of Two Rivers, at the address for notices specified herein.

3. Term. The term of this Agreement shall commence on May 1, 2026, and terminate on April 30, 2027 (the "Initial Term"). Lessee shall have the option to renew this Agreement for two (2) additional terms of one (1) year each (each an "Option Year") at the Lessee's sole discretion. Lessee must provide written notice to the Lessor of their intent to exercise an Option Year prior to the expiration of the Initial Term or the first Option Year. The Initial Term and the Option Year(s), if any, are referred to collectively as the "Term".

4. Maintenance. At Lessor's sole expense, Lessor shall be responsible for providing routine maintenance services to the Parking Lot and for any replacements or repairs of the Parking Lot, including, but not limited to, slurry sealing, repaving, and fixing potholes. Lessee shall be responsible for yard clearance, as well as snow and ice removal at the Parking Lot, and shall make all repairs to the Parking Lot or the Property caused by the negligence of Lessee or its agents and invitees. At the expiration of the Term, Lessee shall surrender the Parking Lot to Lessor in a condition consistent with its obligations hereunder and with all property and vehicles of Lessee removed.

5. Indemnification. Lessee does hereby indemnify and hold harmless the Lessor, from and against any and all third party claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lessor, and relating to the use of the Parking Lot by Lessee, its agents, or invitees, except to the extent of Lessor's negligence or breach of its obligations in this Agreement.

6. Default and Termination. Either party may terminate this Agreement in the event of a material breach of any term of this Agreement by the other party that is not cured within thirty (30) days of receiving written notice of said breach. A material breach shall include, but not be limited to: Failure to make required payments under Section 2 or a significant failure to perform the maintenance obligations as set forth in Section 4.

7. Entire Agreement. This Agreement contains the entire agreement between the Lessor and Lessee concerning the Parking Lot. No subsequent alteration, amendment, change, or addition to or of this Agreement shall be binding unless in writing and signed by the parties. Lessee shall not record this Agreement in any public record.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one document. Signatures sent via electronic mail or in "PDF" format shall be binding upon the parties.

9. Notices. All notices by either party to the other must be in writing and personally delivered or sent by overnight courier or certified mail, postage prepaid, to the address set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day, month and year first written above.

LESSOR:

LESSEE:

CITY OF TWO RIVERS

KEVIN LAST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for notices:

Address for notices:

1717 E. Park Street
Two Rivers, WI 54241