

UPS PARKING LOT AGREEMENT

This Parking Lot Agreement has been entered into as of this _____ day of July, 2026, but is made and deemed effective retroactive as of the 1st day of January, 2026 ("Effective Date"), by and between the City of Watertown, ("Owner") and the United Parcel Service, Inc., ("UPS").

Now therefore, in consideration of Five Hundred and 00/100 Dollars (\$500.00) per month and the mutual promises and covenants contained below, the receipt and sufficiency of which are hereby acknowledged by Owner and UPS, the Parties agree as follows:

1. **UPS PARKING LOT AGREEMENT.** Subject to the terms and conditions of this Agreement, Owner agrees to permit UPS to the exclusive use of the graveled land area located at 925 South Twelfth Street, Watertown, WI 53094 ("Premises").
2. **TERM.** The term of this Agreement shall commence on January 1, 2026 ("Commencement Date") and continue on a month-to-month basis until terminated in accordance with the provisions of this Agreement.
3. **PARKING LOT FEE.** UPS shall pay to Owner a monthly fee for the use of the Premises in the sum of Five Hundred and 00/100 Dollars (\$500.00) per month beginning January 1, 2026 and continuing on a month-to-month basis until the expiration or any earlier termination of this Agreement.
4. **REQUIREMENTS OF LAW.** UPS shall use the Premises in accordance with all federal, state and local laws, statues, ordinances, rules, codes, regulations and requirements of the federal, state and local governments ("Laws") which apply to UPS's particular use of the Premises. Owner shall comply with all Laws applicable to the Premises, including but not limited to all environmental laws and wastewater discharge system except as otherwise stated herein.
5. **USE, CARE AND MAINTENANCE OF THE PREMISES.** UPS shall use the Premises solely for the purpose of vehicle parking within the gravel area only. UPS shall not use any of the equipment or improvements of Owner. UPS shall not be engaged in any activity which would cause UPS to be considered an owner/operator of the Premises, or a generator or transporter of Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous substance, pollutant, contaminant or petroleum or any fraction thereof; as such terms are defined under applicable federal, state, or local statutes, regulations, or ordinances.

UPS shall, at its sole cost and expense, maintain the Premises in a reasonably clean, safe, and usable condition throughout the Term. UPS shall repair, restore, and maintain the Premises for any damage, deterioration, rutting, potholes, gravel displacement, drainage impacts, or other wear and tear resulting from UPS's use or occupancy of the Premises, ordinary wear and tear excepted, and further excepting damage to the extent resulting from age, weather, or causes unrelated to UPS's use. Any repairs or restoration performed by UPS shall return the Premises to substantially the same condition that existed as of the Commencement Date, reasonable wear and tear and

ordinary deterioration excepted, and further excepting damage to the extent resulting from age, weather, or causes unrelated to UPS's use.

6. **UPS REPRESENTATIONS AND WARRANTIES.** UPS agrees with and represents and warrants to Owner that UPS shall not knowingly cause any Hazardous Substances (as herein defined) to be transported as part of its shipments across the Premises except in compliance with the Laws.
7. **LIABILITY.** (A) During the term of the Agreement, UPS shall be responsible to investigate and/or remediate any Environmental Condition only to the extent that the following conditions are true: (i) such Environmental Condition directly resulted from the operations of UPS on the Premises; and (ii) such investigation and/or remediation is required by applicable law and the governmental agency having jurisdiction over such activity. "Environmental Condition" means any condition that may exist or have existed with respect to soil, surface or ground waters, stream sediments, and every other environmental media, which condition could require investigation and/or remedial action of any kind under applicable federal, state, or local statutes, regulations or ordinances or which could result in claims, demands, orders or liabilities by or to third parties, including without limitation governmental entities.

(B) Except to the extent that such Environmental Condition directly results from UPS' operations as stated in Section 7(A) herein, Owner shall be responsible for any other Environmental Condition of the Premises, including but not limited to the migration of contaminants, either subsurface or surface, from other locations to the Premises and/or the presence of Hazardous Substances on the Premises.
8. **INDEMNITY.** In connection with any Environmental Condition(s), UPS agrees to indemnify, defend, and hold harmless Owner, its successors and assigns, against and with respect to any and all damages, claims, losses, liabilities and expenses of any kind including without limitation, reasonable legal and consulting expenses, incurred by Owner or which are asserted against or imposed upon Owner by any other party (including without limit any governmental entity) if such Environmental Condition is the responsibility of UPS as stated in Section 7(A) above. Notwithstanding anything to the contrary herein, any remediation activity required of UPS hereunder shall be deemed completed upon the delivery by UPS to Owner a written statement from an environmental consulting firm (such firm being UPS's consultant) stating that no further remediation is required at that time.
9. **CARRYING CHARGES.** Owner shall be solely responsible for the payment of all costs associated with owning and maintaining the Premises including but not limited to real estate taxes, utility charges, assessments and other related costs.
10. **QUIET ENJOYMENT.** Subject to the terms of this Agreement, UPS shall lawfully and peacefully hold, occupy and enjoy use of the Premises during the term of this Agreement.

11. **INSURANCE.**

- a. **INSURANCE CARRIED BY OWNER.** Owner shall maintain commercial general liability insurance covering the Premises, insuring against liability for personal injury, bodily injury, including death and property damage, for a minimum of \$1,000,000.00 per occurrence.
- b. **INSURANCE CARRIED BY UPS.** UPS shall maintain commercial general liability insurance covering the Premises, insuring against liability for personal injury, bodily injury, including death and property damage, for a minimum of \$1,000,000.00 per occurrence.
- c. **CERTIFICATES.** If so requested by a Party, the other Party shall provide the requesting Party with a certificate of insurance evidencing that the required insurance has been procured and that such insurance may not be canceled except upon thirty (30) days' notice to the requesting Party.

12. **LIMITATION OF MUNICIPAL LIABILITY.** Nothing contained within this Agreement is intended to be a waiver or estoppel of Owner or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

13. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement for any reason by providing the other Party with sixty (60) days' prior written notice of termination. Upon expiration of the notice period, this Agreement shall terminate without further action by either Party, and the Parties shall remain responsible for all obligations that accrued prior to the effective termination date. Upon expiration or termination of this Agreement, the Owner may enter the Premises and remove any materials, equipment, or property left behind by UPS, without liability to the Owner for such removal.

14. **NOTICE.** Whenever the Agreement requires Written Notice, the Party giving Written Notice shall transmit such notice as either by UPS Next Day Air delivery (in which case notice shall be deemed effective on the date it is delivered), or by Certified or Registered Mail, Return Receipt Requested (in which case notice shall be deemed effective on the third business day following its placement in the mail) to the following Persons at their respective addresses:

OWNER: City of Watertown
Attention: City Clerk
106 Jones Street
Watertown, WI 53094

With a copy to
City of Watertown
Attention: Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094

UPS: United Parcel Service, Inc.
Corporate Real Estate Department
55 Glenlake Parkway NE
Atlanta, Georgia 30328
Attn: Real Estate Contract Administration

With a copy to:
United Parcel Service, Inc.
Corporate Real Estate Department
55 Glenlake Parkway NE
Atlanta, Georgia 30328
Attn: Real Estate Coordinator

And with copy by e-mail to Joe Kenney (josephkenney@ups.com)

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.
16. **ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the Parties. Any modification and amendment to this Agreement must be in writing and signed by both Parties.
17. **GOVERNING LAWS.** This Agreement shall be governed by the laws of the state in which the Premises are located.
18. **AUTHORITY.** Owner represents and warrants to UPS that (i) it is a municipal government entity, validly existing and in good standing; (ii) it owns fee simple title to the Premises and has been and is qualified to do business in the state in which the Premises is located; (iii) it has the full right and authority to enter into this Agreement and convey the license herein, and has obtained any and all consents or approvals necessary or required for it to do so; (iv) this Agreement will not violate any existing restriction, covenant, lease or other agreement affecting the Premises or to which the Premises is subject; (v) the individual(s) executing this Agreement on Owner's behalf are authorized by any and all appropriate actions (corporate, partnership, or otherwise) to do so, and are so authorized to bind Owner to the terms and conditions hereof; and (vi) Owner is not (a) is a greater than five percent (5%) beneficial owner of the common stock of United Parcel Service, Inc., (b) is or was, within the last two (2) years, an executive officer, director or director nominee of United Parcel Service, Inc. (or any of its subsidiaries or affiliates), or (c) would otherwise, by reason of this Agreement or the transactions contemplated thereunder, be in, or cause any, violation of, or trigger any *Related Person Transaction* disclosure requirements under, any U.S. Securities and Exchange Commission regulations.

19. CONFIDENTIALITY; PUBLIC RECORDS.

- a. Neither Owner nor its employees or agents shall use the name, logo, trade name, trademark, trade device (or any abbreviation, adaptation or simulation thereof) of UPS or any affiliated or related companies in any advertising, trade display, or published statement, or for any other commercial purpose.
- b. Public Records. UPS understands and acknowledges that Owner is subject to Wisconsin's Public Records Law and may be required to disclose certain public records when requested. Owner will provide UPS with notification of and opportunity to redact any public records request for UPS's confidential information prior to release.
- c. The terms and provisions of the foregoing clauses (a), (b) and (c) of this Section 19 shall survive the expiration or any earlier termination of this Agreement.

20. **OFAC; PATRIOT ACT.** Each Party hereby represents, warrants and certifies that: (i) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control (or "OFAC"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. The provisions set forth in this Section 20 shall survive the expiration or any earlier termination of this Agreement.

21. **EXECUTION; COUNTERPARTS.** This Agreement may be executed in one or more signature page counterparts, each of which shall be effective as an original, and all of which, when taken together, shall constitute but one and the same instrument. Each of Owner and UPS (i) hereby agrees that transmission by e-mail or other electronic means, by copy or attachment, of a PDF (or .pdf, .jpg, .tiff, or similar) version of an executed or electronically-executed (whether digital or encrypted, by use of DocuSign or other similar technology) signature page to this Agreement shall for all purposes be effective and legally binding with the same force and effect as an original, manually executed and delivered signature page; and (ii) hereby waives any and all defenses to the effectiveness or enforcement of the terms of this Agreement that may be available to it based on such form(s) of execution and/or delivery described hereinabove.

IN WITNESS WHEREOF, this Agreement was entered into the date first above written.

CITY OF WATERTOWN

UNITED PARCEL SERVICE, INC.

BY: _____

BY: _____

Robert Stocks

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____