

ID 90000 7924
2 STALLS
LOT 11

5-15 Canceled stall 11 1138

PARKING LEASE

Lease made this 2nd day of November, 2001,
between the City of Manitowoc, a municipal corporation, hereinafter called "Lessor",
and Marlene Cress, 4431 Polaris, Rte. 2, Janesville, WI, hereinafter called
"Lessee". 53546

For valuable consideration, the parties hereto agree as follows:

REVISED
SIGN
NUMBERS
12-3-01

1. Location. Lessor hereby leases to Lessee Two (2) parking stalls
described as follows: Two (2) leased stall(s) in the S. 9th & Jay Street parking lot,
Sign Number(s) ~~1139 & 1140~~, as shown on the attached map

1138 & 1139

2. Duration. The lease term shall commence on Nov. 5, 2001
and terminate on May 31, 2002, except as provided in paragraph 4.

3. Rental Terms. The annual rate for the lease term shall be \$250.00 per
stall, for a total **prorated** rent of **\$285.44**, plus sales tax. Said rent shall be payable in
advance or at Lessee's option, Lessee may pay one-half (1/2) of the total rent in
advance and the balance on or before the six month anniversary of the commencement
of the lease term.

4. Renewal. Lessee shall notify Lessor at least thirty (30) days prior to the
expiration of this lease in the event Lessee wishes to renew this lease on such terms as
may be mutually agreeable to the parties. Nothing in this Lease agreement, however,
shall be construed to require renewal of this Lease on any terms by either party. Upon
acceptance of the rent by the City for any subsequent rental period, this Lease shall be
renewed for such period in accordance with the terms of this Lease.

5. Use. The parties hereto agree that the parking stalls which are herewith
rented to the Lessee shall be used for the purpose of parking automobiles and no other
purpose.

6. Maintenance. Lessee shall maintain the premises in clean condition and
good order throughout the lease term. The Lessor may plow snow at its convenience
from the rented parking stalls, but shall not be obligated to do so. The rented stall shall
be kept vacant during such times as Lessor may direct to facilitate any snow removal,
construction or maintenance undertaken by Lessor, and parking tickets may be issued
to Lessee for failure to comply.

7. Signs. In addition to the rent set forth in paragraph 3, the Lessee shall
pay to the Lessor a fee of \$8.00 per stall before the commencement of this Lease for a
sign to be furnished by the Police Department designating the space as a rented stall.
Lessor may waive this requirement if a sign acceptable to Lessor has been previously
installed by Lessee.

8. Indemnification. Lessor shall not be liable for any personal injury, death or property damage sustained by Lessee, any employee or agent of Lessee or any other person on the rented premises or as a result of, or in connection with, their operation as a parking lot, and Lessee shall indemnify Lessor against, and save Lessor harmless from, any such liability or claim of such liability, where the injury or damage occurs during the term of this Lease or as a consequence of any occurrence during the term of this Lease.

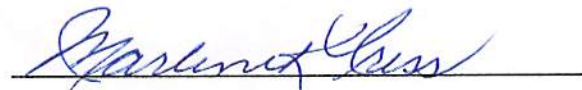
9. Cancellation. This Lease may be cancelled by the City of Manitowoc upon notice to the Lessee. In the event the City cancels this Lease, it will endeavor to locate alternative parking for the Lessee. If alternative parking on City property is unavailable, the Lessee shall be entitled to a pro-rata refund of the rent paid hereunder.

10. Assignment. The Lease shall not be assignable by either party without the written consent of the other.


11. Parties Bound. It is mutually agreed that the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and/or assigns.

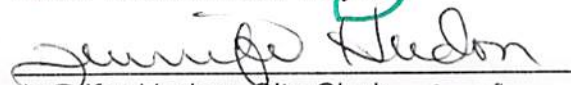
IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by the Mayor and countersigned by the City Clerk and Finance Director/Treasurer and the Lessee has caused this instrument to be properly executed on the date and year first above written.

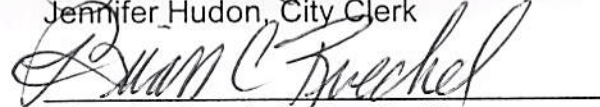
LESSEE:



CITY OF MANITOWOC, LESSOR:

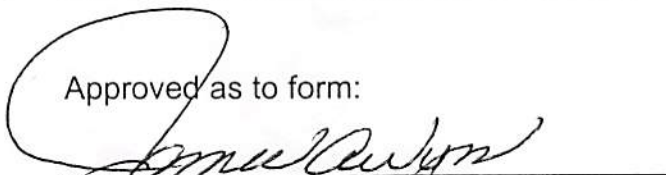


Kevin M. Crawford, Mayor


Jennifer Hudon, City Clerk


Brian C. Ruechel, Fin. Dir./Treasurer

Approved as to form:



James A. Wyss, City Attorney

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(Revised 2/02/01)