

Parking Agreement

This Parking Agreement shall be by and between the City of Hartford, a municipal corporation of the State of Wisconsin located in Washington County ("City"), and Hartford Hotel Group, LLC, a Wisconsin limited liability company ("Cobblestone").

WITNESSETH:

WHEREAS, the City and Cobblestone have entered into a Real Estate Improvement Agreement to create a parking lot on property located at 30 Mill Street, Hartford, WI (the "Parking Property"), and

WHEREAS, the parties hereto wish to guarantee overnight parking for Cobblestone on the Parking Property.

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

1. **Compliance with Real Estate Improvement Agreement.** The terms of the Real Estate Improvement Agreement executed by the City, Cobblestone, the City of Hartford Business Improvement District, and Thomas J. Masters, are incorporated herein by reference.
2. **Regulation of Parking Property.** Except as otherwise provided in paragraph 3 below, City shall have full control over the regulation of the Parking Property, including institution restrictions on the duration of parking and restricting parking overnight.
3. **Provision of Parking Permits.** The parties agree that City shall provide Cobblestone with access to eight (8) parking permits to be used on the Parking Property at no cost to Cobblestone or the guests of the Cobblestone Hotel & Suites ("Hotel") which is adjacent to the Parking Property. The parking permits shall permit parking on the Parking Property, and to the extent allowed under the terms of the Real Estate Improvement Agreement the property located at 52 E. Sumner St. Notwithstanding paragraph 2 above, the parking permits shall allow registered guest of the Hotel to park for the duration of their stay at the Hotel, which City acknowledges includes overnight parking. All parking shall be non-exclusive and shall be available on a first-come, first served basis.
4. **Special Event Parking.** The number of permits available for parking may be expanded on a temporary basis for special events. Any request for special event parking shall be forwarded to the City Administrator for

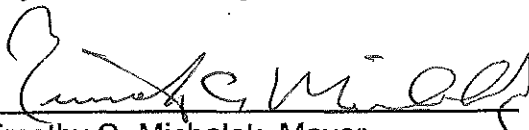
approval. The City Administrator shall have the authority to determine whether to grant the request and to determine the number and duration of the special event parking.

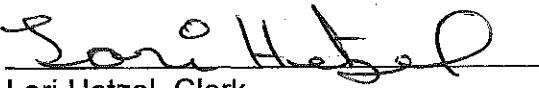
5. **Entire Agreement.** This Agreement, including the Parking Easement Agreement, sets forth the entire agreement of the parties covering the subject matter hereof and supersedes all prior agreements, understandings, and conditions whether oral or written relating to the subject matter hereof.
6. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by both parties hereto. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this Agreement.
7. **Waiver.** No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **Headings.** The headings of the various paragraphs of this Agreement have been inserted only for the purpose of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.
10. **Successors; Assigns.** This Agreement shall apply and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the respective parties. In the event of the dissolution of the BID, the City shall be considered the successor of the BID for purposes of this agreement
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Parties agree that facsimile signatures, electronic signatures, electronic delivery (pdf or similar imaging) or otherwise electronic transmission shall be acceptable

in lieu of originals and given the same force and effect for all purposes, including enforcement, as an original manually executed and delivered Agreement

12. **Gender and Number.** Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin without reference to principles of conflict of law.

City of Hartford By:


Timothy C. Michalak, Mayor
Date: 06/13/19


Lori Hetzel, Clerk
Date: 06/12/19

Hartford Hotel Group, LLC By:


Brian Vogemede Managing member
Date: 6/23/19

Date: _____