

**PARKING LICENSE AGREEMENT
OLD ST. MARY'S PARISH AND CITY OF MILWAUKEE**

THIS AGREEMENT is made effective as of August 1, 2020, by and between **OLD ST. MARY'S PARISH** ("Parish") and **CITY OF MILWAUKEE** ("City").

WHEREAS, Parish owns the surface parking lot located at the southwest corner of Milwaukee Street and Kilbourn Avenue in the City of Milwaukee, which is depicted on Exhibit A, attached hereto (the "Parking Lot"); and

WHEREAS, Parish desires to retain the exclusive right to use four spaces on the Parking Lot at all times and the non-exclusive right to use the remaining 25 spaces on the Parking Lot at certain times, but also to license the same 25 spaces on the Parking Lot to City during most business days, all on the terms and conditions set forth herein.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parish and City hereby agree as follows:

1. Parish hereby reserves the right to use at all times (24 x 7 x 365) the four parking spaces at the west end of the Parking Lot adjacent to the church building, which are marked in red on Exhibit A (the "Red Spaces"). All four Red Spaces shall be specifically and conspicuously marked as "Reserved for Parish Use Only."
2. Parish hereby further reserves the right to use the 14 parking spaces in the two center rows of the Parking Lot and the four parking spaces along the Parish center on the south end of the Parking Lot, which are all marked in blue on Exhibit A (the "Blue Spaces"), each weekday morning until 7:30 a.m., to accommodate parking for its daily 7:00 a.m. Mass.
3. Parish hereby further reserves the right to use all 29 parking spaces in the Parking Lot all day on Saturdays and Sundays and all day on Christmas Eve, Christmas Day and New Year's Day, when falling on a weekday.
4. Parish hereby grants to City, and persons designated by City, a license to use the seven parking spaces along the east side of the Parking Lot adjacent to Milwaukee Street, which are marked in green on Exhibit A (the "Green Spaces"), continuously beginning at 6:00 a.m. on each Monday morning through 2:00 a.m. on the following Saturday morning, except Christmas Eve, Christmas Day and New Year's Day, when falling on a weekday.
5. Parish hereby further grants to City, and persons designated by City, a license to use the 18 Blue Spaces from 7:30 a.m. until 2:00 a.m., Monday through Friday, 52 weeks each year, except Christmas Eve, Christmas Day and New Year's Day, when falling on a weekday. The 18 Blue Spaces and seven Green Spaces are together referred to in this Agreement as the "Licensed Spaces" and the times during which City may use the Licensed Spaces pursuant to Sections 4 and 5 of this Agreement are collectively

referred to in this Agreement as the “Licensed Time”.

6. Notwithstanding any of the preceding provisions, City agrees to remove all vehicles from the Parking Lot, including the Green Spaces, between 2:00 a.m. and 6:00 a.m. on any day during which two or more inches of snow has fallen (or is forecasted to fall) to allow for the efficient overnight removal of snow and ice from the Parking Lot by the Parish.
7. City shall be solely responsible for sublicensing the Licensed Spaces to its employees, contractors or others and for enforcement during the Licensed Time only. City is hereby granted permission by Parish to ticket or tow, as permitted by state and local law, any vehicle parked in any of the Licensed Spaces without the City’s permission during the Licensed Time only.
8. No parking by anyone is permitted at any time in the travel lanes, in front of the overhead garage door and in front of the rear church/parish center entrance on the Parking Lot.
9. This Agreement shall continue for one full year until July 31, 2021 and then indefinitely on a year-to-year basis, unless terminated by either party upon prior written notice delivered to the other party, on or before May 1st of any calendar year.
10. Without invoice, notice or demand, City shall pay to Parish Fifty dollars (\$50.00) per month for each of the Licensed Spaces, or a total of One Thousand Two Hundred Fifty dollars (\$1,250.00) per month, on or before the first day of each month, beginning August 1, 2020 throughout the term of this Agreement.
11. Parish shall be solely responsible, at its own expense, for all snow plowing, lighting and all other Parking Lot maintenance throughout the term of this Agreement.
12. City, at City’s expense, may paint numbers only (not names or other words) on the asphalt to identify the Licensed Spaces, if desired. City, at City’s expense, may also add signage to the Parking Lot, if desired, provided that mark-ups of all signs are submitted to and approved by Parish, in writing, in advance.
13. Parish and City acknowledge that, as a Wisconsin municipal corporation, City does not maintain private liability insurance, but self-insures against all losses. With this acknowledgement, City agrees to defend, protect, indemnify and hold harmless Parish from and against any and all claims or causes of action arising from the use of the Parking Lot, including claims initiated by third parties or claims arising from the actions of City’s employees, agents, contractors and other affiliated parties. City specifically acknowledges and agrees that Parish is not responsible for damage to or theft from parked vehicles in the Parking Lot under any circumstances.
14. City acknowledges that the real property containing the Parking Lot has been in the past and will remain tax-exempt and not subject to real estate tax assessment or

taxation during the entire term of this Agreement. Further, neither the Parking Lot nor this Agreement shall be classified as personal property for any reason and shall not be subject to personal property tax assessment or taxation during the entire term of this Agreement.

15. City may not assign or sublicense this Agreement in whole to any third party at any time for any reason. City may, however, sublicense the right to use individual Licensed Spaces to its employees, contractors or others, as City deems necessary.

16. If City fails to pay any monthly license fee installment when due or fails to perform any other covenants or conditions of this Agreement, Parish shall have the right to terminate this Agreement within 30 days after written notice of such event of default is given by Parish to City. In that case, this Agreement and any and all rights of City hereunder shall immediately cease and expire and Parish shall have the right to re-enter and take possession of the entire Parking Lot and remove or cause City to be removed from the Parking Lot in such lawful manner as Parish may deem advisable.

17. At City's request, Parish shall execute a memorandum of this Agreement, containing the term and renewal terms only. This Agreement and such memorandum of Agreement shall be construed together as one instrument.

18. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. 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.

19. All notices and payments required under the provisions of this Agreement shall be mailed (with postage prepaid) or hand delivered to the parties as follows:

City of Milwaukee
Attn: DPW Commissioner
Frank P. Zeidler Municipal Building
841 North Broadway, Room 501
Milwaukee, WI 53202

Old St. Mary's Parish
Attn: Business Manager
835 North Milwaukee Street
Milwaukee, WI 53202

20. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Parish acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Parish under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that Parish

must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

21. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

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

OLD ST. MARY'S PARISH

CITY OF MILWAUKEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____