

L E A S E

PORTION OF PARKING LOT

930 West Maple Street

THIS INDENTURE made and entered into between the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin acting through the Commissioner of Public Works, hereinafter called the "Lessor", and US Bank, successor in interest to Firststar Bank, hereinafter called the "Lessee".

W I T N E S S E T H:

1. Leased Premises. The Lessor does hereby lease, demise and let unto the Lessee the following described premises, to-wit:

Lot 16, Lot 17, and the West 11.25 feet of Lot 18 in Block 5 of Mitchell's Subdivision of the N.W. 1/4 of Section 5, Township 6 North, Range 22 East, in the City and County of Milwaukee, State of Wisconsin.

Said premises also known as west half of parking lot at 930 West Maple Street, Milwaukee, Wisconsin.

2. Term. To hold for a term of one (1) year beginning on the first day of July 2002 and ending on the thirtieth day of June 2003. No further extensions are permissible under this lease agreement.

3. Rental. The Lessee agrees to pay to the Lessor as rent for said demised premises One Hundred Fifty Dollars (\$150.00) per month, payable in advance on or before the fifth day of the month, either in person or by mail to:

Department of Public Works
Administration Division
Parking Section
841 North Broadway, Room 516
Milwaukee, Wisconsin 53202.

Checks should be made payable to the City of Milwaukee.

4. Due upon Execution and Delivery of Lease Documents. Lessee agrees to pay to the City of Milwaukee upon the execution and delivery of the lease the following:

A. The minimum guaranteed payment of One Hundred Fifty Dollars (\$150.00) for the first month of the lease; and

B. A deposit of One Hundred Dollars (\$100.00) as security for the payment of rent and faithful performance by the Lessee of all terms and conditions of the lease, as well as to indemnify the City for any costs or expenses to

which it may be put by reason of any default of the Lessee. The One Hundred Dollar (\$100.00) deposit will be returned to Lessee upon termination of the lease if all rent and other payments provided for in the lease have been made and Lessee shall have performed and observed all of the lease provisions, but otherwise such portion of the deposit as shall equal the amount of any rent, damages or other charges due on the lease shall become the property of the City and the balance, if any repaid to Lessee.

5. Use of Premises. The premises are to be used exclusively to park passenger automobiles. The storage or repair of automobiles is not permitted. All parked automobiles must be mobile under their own power. The capacity of the leased premises is limited to twenty-two (22) vehicles.
6. Operation by Other Party. The premises are not to be operated by anyone but the named Lessee without prior written consent of the City of Milwaukee.
7. Responsibility of Lessee. Lessee shall keep the premises in good condition and shall be responsible for the necessary snow removal both on the lot and adjacent public walks. All grass, including that between the sidewalk and curb shall be cut and maintained by Lessee.
8. Responsibility of Lessor. Lessor shall keep in repair the parking lot surface lighting, signs and public walks. Lessor is responsible for the provision and payment of electrical energy to light the lot.
9. Insurance and Indemnification. Lessee agrees to pay for all damages for injuries to real or personal property resulting from any negligent act, deed or omission of Lessee, and his/her agents, subcontractors or employees in connection with the use of the parking lot. Only as respects the leased premises, Lessee shall indemnify and save and keep the City of Milwaukee harmless against all liabilities, judgements, costs, damages and expenses of and from all claims which may come against the City on account of personal injuries and injuries to real or personal property, or to the loss of personal property as a result of the use of the premises related to the negligence, omission or other act of Lessee, and his/her agents, subcontractors or employees, unless resulting from the negligent or willful acts or omissions of Lessor. Lessee agrees to furnish the following insurance coverage:

Commercial General Liability with combined single limit of One Million Dollars (\$1,000,000.00) for any one occurrence.

The above listed liability policies are to be endorsed with the City of Milwaukee named as an additional insured. A certificate of insurance for all coverages is to be furnished

to the City with a provision requiring 30 days written notice of cancellation, non-renewal or material change. The cancellation clause should read as follows:

"Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the named certificate holder named to the left".

The above Certificate of Insurance shall be written in the name of the City of Milwaukee and the name of the Lessee as their interest may appear. The Certificate of Insurance shall be accompanied by an Affidavit of No Interest, signed by the authorized representative of the insurance carrier. All certificates are to be sent to:

Department of Public Works
Administration Division
Parking Section
841 North Broadway, Room 516
Milwaukee, Wisconsin 53202.

Lessee must, upon notice of cancellation of a policy, obtain a replacement policy consistent with the requirements in the lease.

Failure of Lessee to maintain the required insurance coverage will not relieve Lessee of any contractual responsibility or obligation.

Lessee shall be responsible for any damages to persons or property resulting from Lessee's operation and for the protection of all persons, including members of the public, employees of the City, Lessee or Sublessee(s) and all public and private property, including structures and utilities above and below ground, unless resulting from the negligent acts or omissions of Lessor. Lessee shall furnish and maintain all necessary safety equipment to provide adequate protection of persons and property.

Lessee waives its rights to recovery from the City of any amount paid by insurance or otherwise for damages to the building and premises. If actual repair or restoration costs exceed insurance proceeds or other recovered funds, Lessee shall be responsible to pay all excess costs.

10. Legal Compliance. Lessee shall obey all ordinances and regulations of the City of Milwaukee and any department or agency thereof regarding said premises or the use thereof.
11. Prohibition of Advertising. No advertising signs, notices or devices of any type shall be attached, painted, exhibited or permitted by Lessee on any part of the premises without prior written approval from the Commissioner of Public Works.

12. Neglect or Failure to Comply. These presents are upon the express condition that if said Lessee shall neglect or fail to perform and observe any or either of the covenants or conditions hereinbefore contained, which are required on Lessee's part to be performed, and such neglect or failure shall continue for at least ten (10) days after notice thereof in writing shall have been given by Lessor to Lessee, said Lessor lawfully may immediately or at any time thereafter, and while such neglect or default continues, and without further notice or demand, enter into or upon said premises and repossess the same as of its former estate, and expel the said Lessee and those claiming under Lessee and remove their effects without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenant; and such expulsion and removal, whether by the direct act of Lessor, or through the medium of legal proceedings for that purpose instituted, shall not affect the liability of said Lessee or Lessee's representatives for the past rent due or future rent to accrue under this lease, but the same shall continue as if such removal or expulsion had not taken place.

13. 30 Day Notice to Vacate. Should said premises be required by the City of Milwaukee for any public purpose other than parking, as determined by the Commissioner of Public Works, this lease can be cancelled by the City of Milwaukee by serving a thirty (30) day written notice to Lessee from an authorized agent of the City of Milwaukee. All rights and obligations of Lessee will terminate upon such vacation.

IN WITNESS WHEREOF, the said City of Milwaukee, Lessor, has caused these presents to be signed by Mariano A. Schifalacqua, its Commissioner of Public Works; and W. Martin Morics, its City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, A.D., 2002.

CITY OF MILWAUKEE a Municipal Corporation of the State of Wisconsin

In presence of:

(LESSOR)

Witness

By

Mariano A. Schifalacqua
Commissioner of Public Works

COUNTERSIGNED

Witness

W. Martin Morics
City Comptroller

IN WITNESS WHEREOF, the said US Bank National Association, successor in interest Firststar Bank to LESSEE, hereunto sets hand and seal this _____ day of _____, A.D., 2002.

In presence of:

Witness

By:

Signature of LESSEE

Witness

By:

Signature of LESSEE