

## LEASE AGREEMENT

Lease Agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE MILWAUKEE CHRISTIAN SEAFARER'S FRIENDS SOCIETY, LTD. a Wisconsin not for profit corporation, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

### WITNESSETH:

City hereby leases, demises and lets unto Tenant the real property commonly known as 1200 S. Harbor Drive, Milwaukee, Wisconsin comprised of approximately 0.5 acres of land and a building of about 2,600 square feet thereupon (hereinafter referred to as the "Property"), located on the South Harbor Tract of the City of Milwaukee. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference.

This Lease is entered into by the parties under the following terms and conditions:

1. Term. The initial term of this Agreement shall be for two (2) years, with renewals or extensions thereafter upon the agreement of both City and Tenant.
2. Rent. The rent for initial term of this Agreement shall be \$1.00 per year.
3. Relocation. Tenant understands that the City may require the leasehold for Port purposes, other than a Seamen's Center, during the period of the lease. In such an event, the City shall give Tenant ninety (90) days written notice of its intention to relocate Tenant to another facility within the Port area, at City's reasonable expense. Tenant shall cooperate with the City in such a relocation. In the event another location within the Port, suitable to Tenant's needs, cannot be found then City shall have the right to terminate this lease.

Tenant shall have the option to terminate this Lease with a 30-day advance written notice to the City. Tenant shall vacate in accordance with the terms of this lease.

4. Use of the Property. Tenant shall use the Property to provide for the recreation, comfort and social welfare of visiting maritime officers and seamen on a not for profit basis, with the assistance of volunteers. Additional uses of the Property are not permitted without the prior written approval of the Municipal Port Director.

5. Occupancy Subject to Existing Easements and Restrictions. Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

6. Termination and Vacation; Default.

a) Termination and Vacation Date. Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to City by Tenant in substantially the same condition in which it was received. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to cause the Property to be vacated, and to assess the actual costs of such vacation against the Tenant.

b) Property to be Vacated Clear of all Materials. Tenant shall vacate the Property free and clear of all materials and equipment. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after thirty (30) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant.

7. Default. The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

a) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

c) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

d) Tenant shall abandon the Property for a period of thirty (30) days or be delinquent in any payments due under this Lease required to be made by Tenant hereunder and such delinquency shall continue for ten (10) days after notice thereof in writing to Tenant; or

e) Tenant shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

f) Tenant shall make any assignment, transfer, conveyance or other disposition of its interest in the Property without the express written consent of City.

g) Tenant shall give up voluntarily or lose its not for profit status or engages in commercial activities.

Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of

said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended; however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Lease ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

8. Maintenance and Housekeeping. Routine maintenance, housekeeping and cleanliness including glasswork, painting and grounds keeping to the satisfaction of the City, shall be the responsibility of Tenant. City retains the right to have any of its officers, agents or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the Property at such time. In the event Tenant fails to maintain the property, City shall have the right to effect such maintenance as necessary and charge tenant for the cost of such maintenance. Tenant warrants that it has inspected the leasehold prior to the date of this lease and finds it suitable in all respects for its use.

9. Utilities. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

10. Assignment and Subleasing. Tenant shall not, except with prior written consent of City, assign any interest in this Lease, nor sublet any portion of the Property.

11. Indemnification. Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability,

claim, demand, judgment or loss arises from a negligent act of the City, its agents, contractors or employees.

12. Insurance. Tenant will furnish a Certificate of Insurance showing insurance written by a company licensed in the State of Wisconsin approved by City and covering any and all liability or obligations which may result from the operations by Tenant's employees, volunteers, associates, agents, contractors or subcontractors as aforesaid in this Lease; such Certificate of Insurance will name both the Board of Harbor Commissioners and the City of Milwaukee as additional insureds. The Certificate shall provide that the company will furnish City with a thirty (30) day written notice of cancellation, non-renewal or material change. Said insurance shall be written in comprehensive form and shall protect tenant and City against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Tenant's employees, volunteers, associates, agents, contractors or subcontractors as follows:

<u>Coverage</u>	<u>Amount</u>
- Comprehensive General Liability (including applicable contractual liability specifically relating to this Agreement)	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate
- Worker's Compensation	In accordance with Ch. 102, Wisconsin Statutes, and Federal law.

The limits and adequacy of said insurance shall be determined by City and the form and proof of insurance shall also be approved by City. Failure of Tenant to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation under this Lease. City shall have the right to review policies providing the required coverage.

The attorney in fact or agent of any insurance company furnishing any policy of insurance shall sign and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or is receiving any

premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

13. Taxes. Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

14. Status of Improvements. Tenant shall make no substantial improvements upon the Property without the prior written consent of City.

Upon termination of this Lease, Tenant shall, upon notice from the City, be required and obligated to remove from said property at any time within sixty (60) days after the termination of this Lease, or any renewal or extension thereof, however effected, all buildings, or other improvements and any and all appurtenances thereto brought or placed upon said Property by Tenant. In the event such removals are not completed within said sixty (60) days, City shall have the right to collect damages from Tenant; provided, however, that City may in lieu of removal require Tenant to convey title to such improvements to the City, free and clear of all liens and encumbrances. Any such election shall be made in writing and communicated to Tenant. No such option with respect to election of either to remove or not to remove shall rest with Tenant and Tenant shall have the obligation and responsibility to perform that which City shall direct.

15. Compliance with Laws and Orders. Tenant agrees to observe fully and to comply with any lawful rule, regulation or directive which shall emanate from any state, federal or local departments or agencies having jurisdiction.

16. Environmental Compliance and Obligations.

a) Compliance with Environmental Regulations. Tenant shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Tenant may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its employees, volunteers, associates, agents,

contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

b) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

c) Obligation to Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to remediate the environmental condition of the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or any violation of Environmental Requirements caused by the Presence of and/or activities or operations conducted by the Tenant upon the Property. Tenant agrees to allow

entry upon the Property by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

d) Survival of Obligations. Tenant's obligations with respect to the environmental condition of the Property (as more fully set forth in subparagraphs (a) through (c) above) shall survive the expiration or termination of this Lease.

17. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

18. Waiver. One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

19. Sole Agreement and Amendment. This Lease and the attached exhibits to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease.

20. Notice. Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:



**To the City:**

BOARD OF HARBOR COMMISSIONERS  
2323 S. Lincoln Memorial Drive  
Milwaukee, WI 53207  
Attention: Municipal Port Director

**To The Tenant:**

MILWAUKEE CHRISTIAN SEAFARER'S FRIENDS SOCIETY LTD.  
P.O. Box 370133  
Milwaukee, WI 53237-0133  
Attn: Meredith H. Spencer

21. Governing Law. This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

22. Nondiscrimination. Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

Further, Tenant shall establish relationships with organizations representing other faiths and ethnic compositions, in the event visiting seamen need consult same while in the Port. Tenant shall, from time to time evidence such relationships to the Port Director.

23. Counterparts. This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease. The terms "Board of Harbor Commissioner" and "City" whenever used herein shall mean and include the Board of Harbor

Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

24. Approval. IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease Agreement under seal as of the day and year first above written.

**In the Presence of:**

**CITY OF MILWAUKEE**

\_\_\_\_\_

\_\_\_\_\_

John O. Norquist, Mayor

\_\_\_\_\_

\_\_\_\_\_

Ronald D. Leonhardt, City Clerk

\_\_\_\_\_

\_\_\_\_\_

W. Martin Morics, City Comptroller

**In the Presence of:**

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_

\_\_\_\_\_

Daniel J. Steininger, President

\_\_\_\_\_

\_\_\_\_\_

Donna C. Luty, Secretary

**In the Presence of:**

**MILWAUKEE CHRISTIAN SEAFARER'S  
FRIENDS SOCIETY, LTD**

\_\_\_\_\_

\_\_\_\_\_

Meredith H. Spencer, President

\_\_\_\_\_

\_\_\_\_\_

Name

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
John O. Norquist, Mayor of the above-named municipal corporation, who by its  
authority and on its behalf executed the foregoing instrument and acknowledged  
the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, who  
by its authority and on its behalf executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
W. Martin Morics, City Comptroller of the above-named municipal corporation,  
who by its authority and on its behalf executed the foregoing and acknowledged  
the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
Daniel J. Steininger, President, and Donna C. Luty, Secretary of the Board of  
Harbor Commissioners, who by its authority and on its behalf executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_

NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
Meredith H. Spencer, the President, and \_\_\_\_\_, the  
\_\_\_\_\_, of MILWAUKEE CHRISTIAN SEAFARER'S FRIENDS  
SOCIETY LTD., who by its authority and on its behalf executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Stuart S. Mukamal, Assistant City Attorney

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