

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between the **City of Milwaukee, Wisconsin**, a municipal corporation organized and existing under the laws of the State of Wisconsin, (“Licensor” or “City”) and **Nativity Jesuit Academy, Inc.**, a Wisconsin corporation (FNA Nativity Jesuit Middle School, Inc.) (“Licensee “ or ” NJA”) (each a “Party”, together, the “Parties”).

RECITALS

WHEREAS, City is the owner of the public right-of-way commonly known as South 29th Street located between E. Orchard Street and E. Lapham Street (the “Street”).

WHEREAS, NJA is the owner of the property located at 1515 S. 29th Street, Tax Key 48581721000, (the “School”), and desires to create an athletic field, play area, and greenspace (together, the “Playfield”) on a portion of the School property for use by its students and faculty and, as set forth herein, by residents of the adjacent neighborhood.

WHEREAS, in order to construct the Playfield, NJA desires to use the northern portion of the Street, as more specifically defined on Exhibit A, attached hereto (the “Parcel”).

WHEREAS, as set forth in Common Council File 241341, City has determined that NJA’s plans for the Playfield, as shown on Exhibit “A” attached hereto and incorporated herein, (i) will enhance the movement, safety, convenience and enjoyment of pedestrians and (ii) benefit the City, as well as the affected neighborhood property owners, and so desires to grant a license to NJA to use the Parcel solely for use by its students and faculty and, as set forth herein, by residents of the adjacent neighborhood, as Playfield (the “Permitted Use”).

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into this Agreement, and the mutual covenants contained herein, the parties hereto agree as follows:

- 1. GRANT TO LICENSEE.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee a license (the “License”) to use the Parcel solely for the Permitted Use. Licensee acknowledges that its use of the Parcel is solely pursuant to this Agreement and such use shall not be deemed to give rise to Licensee having any form of easement or any other right or interest, including any ownership interest, in the Parcel. Licensee further acknowledges that no prescriptive rights have arisen prior to the date of this Agreement, nor shall any prescriptive rights be deemed to arise out of this Agreement.
- 2. TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first above written and shall continue until terminated by one of the Parties. In the event one of the Parties desires to terminate this Agreement, they shall notify the other in writing of its desire to do so pursuant to the notice provision of this Agreement. The Agreement shall then terminate 60 days after such notice is

received or upon such other date mutually agreed to by the Parties. Provided, however, absent an existing default hereunder by NJA, if City wants to unilaterally terminate the Agreement within the first 120 months, City shall pay to NJA a termination fee equal to (to be negotiated).

3. USE. The Parcel shall be used solely for the Permitted Use. Licensee shall use and operate the Parcel in accordance with all applicable laws, rules and ordinances and in a first-class, good, clean and safe condition at all times.

4. ASSIGNMENT. This Agreement, and the covenants and agreements herein contained, shall be binding upon Licensor, Licensee, and their successors and assigns. Licensee may only assign its rights or duties under this Agreement to a successor or affiliate of NJA.

5. DEFAULT. Either party may immediately terminate this Agreement without additional notice in the event that the other party defaults on any term or condition of the Agreement and fails to cure such default (i) within ninety (90) days after receipt of written notice specifying the precise nature of such default, or (ii) shall, within said 90-day period, fail to have commenced to cure and shall not be diligently working to cure such default. Upon failure to cure, or diligently work to cure, such default, the Agreement shall be deemed terminated without further action.

6. MAINTENANCE AND ALTERATIONS. The obligations of Licensee and Licensor for maintenance, changes, alterations, or improvements to the Parcel are set forth in Exhibit “B” attached hereto and incorporated herein. Licensee shall be responsible for any required security and clean- up related to its use of the Parcel.

7. NOTICES. Any notice required or permitted hereunder shall be given (a) by personal delivery upon an authorized representative of a party hereto; or (b) if mailed, in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or (c) if deposited cost paid with a nationally recognized, reputable overnight courier, in each case, properly addressed as follows:

If to Licensor:

City of Milwaukee

Commissioner of Public Works

841 North Broadway, Room 501

Milwaukee, WI 53202

If to Licensee:

Nativity Jesuit Academy

Attn: President

1515 S. 29th Street

Milwaukee, WI

8. COUNTERPARTS. This Agreement, specifically including Exhibits A and B, may be executed in any number of counterparts, which may be transmitted electronically. Each executed counterpart, whether delivered in the original or conveyed as an electronic image, shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

9. ENTIRE AGREEMENT. This Agreement represents the entire Agreement of the parties hereto with respect to the subject matter hereof, and all prior agreements and understandings with respect to such subject matter are superseded hereby.

10. CHANGES, MODIFICATIONS, AND AMENDMENTS. No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto.

11. CONTROLLING LAW. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Wisconsin, without consideration or application of its conflict of law's provisions.

12. PUBLIC RECORDS. This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (Wis. Stat. Chapter 19, Subchapter II and Wis. State. Section 19.36(3) that includes records produced or collected hereunder). Licensee 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 Licensee 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 the Licensee 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.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and delivered as of the date first set forth above.

LICENSEE: City of Milwaukee

By: _____

(signature)

Name: _____

(print or type name)

Title: _____

LICENSOR: Nativity Jesuit Academy, Inc

By: _____

(signature)

Name: _____

(print or type name)

Title: _____

(Exhibits A and B on following pages)

EXHIBIT A TO LICENSE AGREEMENT

(letter size copy of concept site plan showing legal description and location of the Parcel)

EXHIBIT B TO LICENSE AGREEMENT

A. OBLIGATIONS OF LICENSEE

1. NJA will install and maintain the artificial turf on the soccer field and maintain the fencing and gate around the soccer field.
2. NJA will not place any bleachers in the Playfield.
3. NJA will install and maintain a pedestrian path through the Playfield.
4. NJA will maintain and service any trash receptacles in the Playfield.
5. NJA will maintain all bushes, plantings, shrubs, and grass in the Playfield and will plant and maintain new greenery along the east boundary of the Parcel.
6. NJA will remove snow from the pedestrian path in the Playfield.
7. NJA will maintain the concrete security planters on South 29th Street at the north and south boundary of the Playfield.
8. NJA will, at the northerly termination of S. 29th Street, as shown Exhibit A hereto (“Terminus”), (i) install and maintain Private Property, Do Not Enter signage, and (ii) provided City waives any associated permit fees associated with replacing the pavement markings, maintain the standard pavement marking arrows and caution signage installed at the Terminus.
9. NJA will provide power to, and will maintain, the lighting in the Playfield.
10. NJA will install and maintain bilingual signage detailing the days and times the Playfield is open to the neighborhood, the times the soccer field lights will be on and the location of the pedestrian path.
11. NJA will, upon reasonable notice, provide City with reasonable access to any underground utilities below the Playfield in order to complete necessary repairs.
12. Nativity Jesuit Academy (Academy) agrees to accept storm water from City’s public right of way an AS-IS, WHERE-IS basis. CITY makes no representations regarding the condition of the stormwater entering the facilities constructed by the Academy, including but not limited to the presence of any environmental contaminants.
13. The sewer in South 29th Street shall be accessible for maintenance at all times
14. When construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of the sewer in South 29th Street becomes necessary, the work shall be completed at the expense of the City and the disturbance shall be replaced in substantially the same condition as it was prior to such disturbance: except that the City will in no case be responsible for replacing or paying for replacing any improvements other than regular lawns, concrete walks, roadways, driveways, and parking lot surfacing, which were required to be removed in the course of doing the above work.

- 15.** The 8-inch trench drain on the east side of the synthetic turf field shall be maintained, repaired, and replaced as needed by the Academy.
- 16.** If the turf field is removed, the area shall be filled to grade and the street curb, street walk, pavement and other public improvements shall be restored. The type and placement of the fill and the construction of the curb, walk, pavement and other improvements beyond the street line shall be in accordance with the specifications and regulations of the department of public works.

B. OBLIGATIONS OF LICENSOR

- 1.** City will take reasonable care to minimize damage to the Playfield, concrete security planters, fences, and other features owned by NJA in event City needs (i) to repair its underground utilities, or (ii) perform its duties and obligations hereunder.
- 2.** City will, in accordance with the standards of typical streets in the right-of-way elsewhere in the City, mark and maintain a safe termination of S. 29th Street between Orchard and Lapham
- 3.** City will manage snow and ice control on S. 29th Street at the turnaround to the level of service at other City streets.
- 4.** City will maintain the south sidewalk on West Orchard Street between 29th and 30th Streets and the signage at the intersection of S 29th Street and W Lapham Street.