

LEASE AGREEMENT

THIS LEASE, is made and entered into as of this ____ day of _____, 2014, (the “Effective Date”) and is by and between **THE CITY OF MILWAUKEE** (hereinafter “CITY”) and **GLENDAL REDEVELOPMENT, LLC** (hereinafter the “OWNER”).

RECITALS

- A. OWNER owns certain real estate located at 3521-R North Richards Street in Milwaukee, Wisconsin, more particularly described in **Exhibit A** and more commonly referred to as the former Wisconsin & Southern Railroad right of way running from its southeastern boundary just north of the intersection of North Richards Street and East Keefe Avenue northwest to West Capitol Drive (the “Premises”);
- B. CITY would like to lease the Premises for public uses such as recreation, education and outdoor art and performances, which CITY anticipates will be facilitated by Beintween, LTD, though a Right of Entry Agreement and Assignment between CITY and Beintween, LTD;
- C. OWNER is willing to lease the Premises to CITY under the terms and conditions set forth herein; and
- D. The CITY is authorized to enter into this Lease by CITY Common Council Resolution File No. 140495, passed _____, 2014.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and OWNER agree as follows:

- 1. **Recitals.** The parties agree to the above recitals and incorporate them herein.
- 2. **Use.** OWNER leases to CITY and CITY leases from OWNER the Premises to be used by the CITY and its assigns for installing and maintaining temporary improvements including, but not limited to metal storage containers, outdoor seating and other amenities related to use of the Premises for recreational and educational purposes, for public performances and art installations and for organizing and facilitating performances and events on the Premises that are open to the public.
- 3. **Term.** The term of this Lease (the “Term”) shall be 6 months, commencing on _____, 2014 and terminating on _____, 201____, or upon OWNER conveying the Premises to CITY in fee simple, which ever occurs first.
- 4. **Rent/Consideration.** CITY shall owe OWNER no rent for the Term of the Lease. As consideration for the Lease, the CITY shall assume responsibility for routine maintenance of the Premises, as deemed necessary by the CITY, and shall accept liability for any

injuries or damages that occur on the Premises during the Term in accordance with Section 5 of this Lease.

5. **Indemnification.** CITY shall indemnify and hold OWNER harmless for any losses, damages or claims that occur on the Premises during the Term due to use of the Premises by the public or by CITY, its employees, contractors, licensees or assigns, except when such injury or damage is directly caused by OWNER's own negligence or malicious conduct.
6. **Recreational Immunity Under §895.52.**
 - A. CITY and OWNER intend on each being protected by recreational immunity pursuant to Wis. Stat. §895.52 (and any successor statute thereto) to the greatest extent possible.
 - B. CITY and its assigns may not charge any admission fee for spectators at any event on the Premises.
 - C. The parties agree to comply with any duty it may have under Wis. Stat. §101.11 related to the Premises.
7. **Right to Assign.** CITY may assign any of its obligations and rights under this Lease to a third party with OWNER's prior written consent. It is anticipated that CITY will assign its authority to install temporary improvements on the Premises and to facilitate public performances and events at the Premises and a portion of its obligation to indemnify OWNER to Beintween, LTD. OWNER's signature on this Lease shall be construed as OWNER's prior written consent to that assignment.
8. **Property Taxes, Assessments, Fees and Charges.** OWNER shall continue to pay any and all property tax, special charge, special assessment, special tax or fee that may be levied against the Premises at any time during the Term. Said charges, assessments, taxes and fees expressly include those both known and unknown as of the Effective Date of this Lease.
9. **Fixtures and Personal Property on Premises.** Subject to the terms hereof, CITY, its employees, contractors, agents and assigns, may install and affix to the Premises such temporary fixtures, moveable equipment and personal property as CITY may deem desirable, which shall remain the property of CITY or CITY's assigns. CITY shall have the right at any time during the Term of this Lease, to remove or change any of the temporary fixtures, moveable equipment or personal property installed at the Premises under the terms of this Lease. OWNER shall obtain no ownership rights over such temporary fixtures, moveable equipment and personal property installed by CITY or CITY's employees, contractors, agents or assigns during the Term and such items shall not be considered to be part of the Premises.

10. **Notices.** Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by United States mail, with postage prepaid thereon, to the respective addresses set forth below, or if sent by e-mail to the respective e-mail address set forth below. Either party may by like notice at any time, and from time to time, designate a different address or e-mail to which notices shall be sent. Notices given in accordance with these provisions shall be deemed given and received (a) when personally served, or (b) if e-mailed during business days when City Hall is open for business during business hours (8:30 a.m.- 4:30 p.m.), when e-mailed, or (c) if mailed, three days after the postmark on such notice, in accordance with this section.

To CITY:

Ghassan Korban
Commissioner of Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 501
Milwaukee, WI 53202
Phone: (414) 286-3301
Email: ghassan.korban@milwaukee.gov

To OWNER:

Brian Monroe
Glendale Redevelopment, LLC
10035 North Miller Court
Mequon, WI 53092
Phone: (414) 881-6901
Email: monroe.earthbound@gmail.com

11. **Entire Agreement.** This Lease constitutes the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.

GLENDAL REDEVELOPMENT, LLC

By: _____
Brian M. Monroe
Managing Partner

1047-2014-969:203276

CITY OF MILWAUKEE

By: _____
Ghassan Korban, Commissioner
Dept. of Public Works

EXHIBIT A

Description of the Premises