

## LEASE AGREEMENT

This Indenture made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Milwaukee, a municipal corporation of the State of Wisconsin, as Lessor (hereinafter also referred to as "City") and Milwaukee Brotherhood of Firefighters Incorporated, a Wisconsin nonstock corporation, as Lessee (hereinafter also referred to as "Lessee").

Witnesseth, That the City of Milwaukee does hereby lease, demise and let unto the Lessee the following described premises situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which are generally known as the Former Granville Town Hall Building at 7717 West Good Hope Road (the "Premises"); more particularly described as:

That part of the Northeast ¼ of Section 21, Township 8 North, Range 21 East which is bounded and described as follows: Commencing at a point in the north line of said ¼ Section, 270.00 feet West of the northeast corner of said ¼ Section; thence South 1°28'28" West and parallel with said East line of said ¼ Section to a point in the south line of West Good Hope Road, said point being 80.00 feet South of, as measured normal to, said north line and being the point of beginning of the land to be described; continuing thence South 1°28'28" West and parallel with said East line, 124.00 feet to a point; thence West and parallel with said north line, 200.50 feet to a point; thence South 1°28'28" West and parallel with said east line, 9.00 feet to a point; thence West and parallel with said north line, 67.50 feet to a point; thence North 1°28'28" East and parallel with said east line, 133.00 feet to a point in the south line of West Good Hope Road; thence East along the south line of West Good Hope Road, 268.00 feet to the point of beginning.

1. The City has adopted Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ approving this Lease and authorizing execution of same by the Commissioner of Public Works.

2. The City has performed work to prepare the Premises for occupancy as described on the attached Exhibit A (the "Work"). Lessee has inspected the Work and hereby acknowledges completion of the Work in a satisfactory and workmanlike manner. Lessee accepts, as Lessee, the Premises and facility in its current condition and on an "as is" basis and without representation or warranty of any type or nature by the City, to provide for the operation, maintenance and corresponding adequate funds with respect to the Premises and facility for the term of this Lease and in accordance with the terms and conditions of this Lease Agreement as specified hereinafter; and to provide for adequate levels of operations and corresponding funds with respect to the necessary programs and activities which are required to maintain and operate the Premises and facility as a location to hold, organize and facilitate community safety and fire education initiatives.

3. To hold for the term of one (1) year; the lease period under this Lease Agreement to commence on the date hereof; the lease period ending on the last day of the month during which the term of one (1) year was completed; and Lessee yielding and paying to the City as Lessor rent at the annual rate of One Dollar (\$1), payable in advance within thirty (30) days of commencement, and other good and valuable consideration as set forth herein; said rent shall be payable at the Office of the City Treasurer or such other place as the City may designate in writing. Notwithstanding the

foregoing, if at any time during the lease period, the Premises, or any part thereof, shall become the subject of a fully-executed contract for sale, then the City may, upon thirty days notice to Lessee, terminate this Lease Agreement.

The term of this Lease Agreement shall be extended for successive periods of one year each upon the expiration of the initial one year term or any renewal term unless, no later than 30 days prior to the expiration of any such one year term, either party provides the other party with written notice of nonrenewal of this Lease Agreement ("Nonrenewal"). In the event of a Nonrenewal, this Lease Agreement shall terminate upon the expiration of the then-current one year term of this Lease.

4. If, during the term of this Lease Agreement, the subject facility on the Premises is so damaged by fire or other casualty, not occurring through negligence or other fault, that it be rendered wholly unfit for occupancy and Premises cannot be repaired within ninety (90) days of such damage, then this Lease Agreement shall cease and terminate from the date of such damage.

5. Lessee accepts the Premises and facility as Lessee and the entire responsibility for all maintenance and repairs, minor, major, structural or of any other nature whatsoever shall belong to the Lessee. Lessee has the responsibility at its expense for insuring that the leased Premises are at all times during the term of this Lease Agreement in compliance with the Building Code of the City of Milwaukee and any other applicable statutes, laws and ordinances. In no event shall the City be obligated to perform any maintenance or repairs whatsoever or to expend any funds in any manner. Any major repairs undertaken by the Lessee shall be performed under the supervision and direction of the City and payment therefor shall be made only after written approval by the City. For the purposes of this Paragraph 5 as well as the Paragraphs 6, 7 and 9 hereinafter, City shall be deemed to be the Commissioner of Public Works of the City of Milwaukee or his agent.

6. The City shall have the right to enter the Premises and facility at all reasonable times during the lease term to inspect, make repairs or for any other reasonable purpose. If any repairs are needed, in the sole judgment of the City, and the Lessee refuses or neglects to complete said repairs within thirty (30) days of written notice to do so from the City, then the City shall have the right to perform such repair work as is necessary and charge the Lessee therefor. Any such charges shall be payable immediately upon receipt of the City's billing by the Lessee. Failure to make such payment shall be considered a material breach of this Lease Agreement and shall be cause for immediate termination of this Agreement.

7. The Lessee shall not make any alterations, additions or improvements to the Premises without the City's prior written consent.

8. The Lessee shall, at the expiration of this Lease Agreement, return the Premises to the City in substantially the same condition in which the Lessee received them, ordinary wear and tear excepted, except as hereinafter provided.

9. The Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the City.

10. The Lessee agrees to indemnify the City and its officials, employees, and/or agents for all loss or damages and to save harmless the City and its officials, employees and/or agents from any and all liability, charges, claims and causes of actions by third persons and parties including but not limited to agents, representatives, members and employees of the Lessee based upon or arising out of damages, losses, expenses, charges, costs, injuries or illness including death at any time thereof, sustained or incurred by any such person or persons resulting from or in any way directly or indirectly connected with this Lease Agreement

11. Said Premises and facility shall be used by the Lessee exclusively for the purposes referenced in Paragraph 2 hereinbefore, with its corresponding programs and necessary activities. Nothing in this Lease Agreement shall in any manner authorize or permit the conduct of any religious activity of any kind upon the leased Premises, nor shall any part of the Premises be used for housing or purely social events. Said Premises shall also not be used for any illegal or immoral purposes. Any such conduct and use shall constitute a material breach of this Lease Agreement.

12. Should the City be compelled to commence an action in any court to enforce the terms and conditions of this Lease Agreement, the Lessee shall pay all costs in connection therewith. Failure on the part of the City to take action against the Lessee by reason of any particular breach of the provisions of this Lease Agreement on the part of the Lessee shall not be deemed a waiver of any subsequent breach on the part of the County or Sublessee(s) of any provision of this Agreement.

13. Any additions, improvements and alterations installed by the Lessee, except only movable furniture and other movable possessions of the Lessee, shall become the property of the City upon termination of this Lease Agreement.

14. The Lessee shall contract or cause to be contracted for any and all utilities and services and shall be solely responsible for payment of all such charges. In no event will the City be obligated to make any payment of any charge whatsoever. This paragraph specifically covers but is not limited to gas, electricity, oil, fuel of any kind, telephone, security, snow plowing, cleaning, water and sewer charges and any other taxes or public charges whatsoever.

15. The Lessee shall be responsible that nothing is done in the Premises or anything is brought or kept therein which will in any way increase or tend to increase the risk of fire or which shall conflict with the regulations of the Fire Department of the City of Milwaukee or the fire law in force, or which shall in any way conflict with any law, ordinance, rule or regulation.

16. The Lessee shall hold the City harmless for any loss or damage which the Lessee, its agents, employees or clients may sustain by reason of any disturbance of normal subject facility operations and activities therein and on the Premises, civil commotion or act of God affecting the City or the Premises.

17. The Lessee shall be responsible for securing and maintaining throughout the duration of this Lease Agreement insurance of such types and in such amounts as may be necessary to protect the Lessee as well as the interest of the City against all hazards or risk of loss. The form and limits of such insurance shall be as set forth in the Exhibit B attached to this Lease. The City of Milwaukee

shall be named as an additional insured and shall be given sixty (60) days prior notice of cancellation, nonrenewal or material change.

The Lessee shall be accountable for any damages to persons or property resulting from the subject facility and program operations on the subject Premises and for the protection of all persons, including members of the public, employees of the City, and all public and private property including structure and utilities above and below ground. Lessee shall furnish and maintain all necessary safety equipment to provide adequate protection of persons and property.

The Lessee hereby waives its right to recover any amount paid by insurance or otherwise for damages to the subject Premises and building. However, if the Lessee is obligated to continue this tenancy, or if it elects to continue this tenancy with the consent of the City and if the Lessee agrees to completely restore said Premises to their condition immediately preceding this damage, then in that event the City agrees to apply the proceeds of any insurance payment or other recovered funds toward the actual cost of repair and restoration, up to the full amount of such proceeds. Should actual repair and restoration costs exceed insurance proceeds or other recovered funds, then the Lessee shall be responsible for all such excess costs and hereby expressly agrees to pay same. The City agrees to provide a waiver of subrogation from the insurance carrier to the Lessee, if required, with respect to the Fire and Extended Coverage and Vandalism and Malicious Mischief.

18. If any lien, attachment or execution shall issue against the Lessee and not be fully paid, satisfied or released within thirty (30) days, or if the Premises are vacated, deserted or closed, the City shall have the immediate right of possession and the Lessee shall immediately vacate the Premises.

19. Upon the occurrence of any breach or default under this Lease Agreement by Lessee or in connection with the Leased Premises, the City at its option, may, immediately and without notice, terminate this Lease Agreement.

20. This Lease Agreement and the execution thereof are authorized by resolution of the Common Council of the City of Milwaukee as cited hereinbefore in Paragraph 1 and the provisions of said resolution shall be deemed an integral part of this Lease Agreement as though expressly set forth herein.

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

IN WITNESS WHEREOF, The parties hereto have set their hands and seals unto this Agreement effective on the day first written above.

**CITY OF MILWAUKEE (Lessor)**

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Commissioner of Public Works

This \_\_\_\_ day of \_\_\_\_\_, 2009

**Countersigned:**

\_\_\_\_\_  
Comptroller

This \_\_\_\_ day of \_\_\_\_\_, 2009

**MILWAUKEE BROTHERHOOD OF  
FIREFIGHTERS INCORPORATED**

By: \_\_\_\_\_

Approved as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Kevin P. Sullivan  
Assistant City Attorney

1046-2008-2793:151401

## **EXHIBIT A**

### **Work performed on the Premises**

The City has recently performed the following Work on the Premises, the approximate value of which appears in a parenthetical immediate after each description of Work:

Pest control and management (\$3,500)

HVAC labor (\$800)

Carpentry on and about east door (\$2,000)

## EXHIBIT B

### CITY OF MILWAUKEE Insurance Requirements - Right of Entry

Insurance certificates must be sent for inspection and approval prior to commencement of the project to: Elaine Miller, Manager of Real Estate Services, City of Milwaukee, 809 North Broadway, Milwaukee, WI 53202-3617 or by facsimile to (414) 286-0395.

#### TYPE OF INSURANCE

#### LIMITS

##### Workers' Compensation

Statutory limits

##### Employers Liability

Bodily Injury by Accident  
Bodily Injury by Disease

Each Accident \$100,000  
Each Employee \$100,000  
Policy Limit \$500,000

##### Public Liability

A Comprehensive General or Commercial General  
Insuring Agreement that provides:

##### \*Occurrence Coverage\*

Premises/Operations Protection  
Products Completed Operations Protection  
Independent Contractors (owners, contractors  
protective coverage)  
Contractual Liability for Risks Assumed to  
this agreement

**NOTE:** If claims made coverage is provided, the  
policy must be amended so all protected occurrences  
are covered regardless of when the claim is made.

Bodily Injury/Property Damage

Each occurrence \$1,000,000  
General occurrence \$1,000,000  
Products/completed  
operation aggregate \$2,000,000

##### Automobile

Business Auto Policy that provides:

Liability coverage for all owned, non-owned  
and hired vehicles  
Sudden and Accidental Pollution Coverage  
Provide MCS-90 Endorsement when applicable  
in accordance with the Motor Carrier Act of 1980

**THE CITY OF MILWAUKEE MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE  
POLICY.**

### Indemnification

To the fullest extent permitted by law, contractor agrees to defend, indemnify, and hold harmless the City of Milwaukee, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the City on account of injury or death of any person or persons or damage to any property occurring directly or indirectly from the performance or lack of performance or work hereunder, or negligence or carelessness, by contractor or its employees, agents or servants, including, without limitation, claims related to hazardous substances or environmental liability. The term "hazardous substance" shall include all substances identified as hazardous by Federal, State, County or Municipal Law, Statute, Ordinance, Order or Regulation related to the protection of the environment (including, without limitation, any regulations promulgated by the Federal Environmental Protection Agency or the Wisconsin Department of Natural Resources). The indemnifications contained herein shall survive the completion of the work.