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4-18-16

16-0348

**LEASE AGREEMENT**  
**between CITY OF MANITOWOC**  
**and 924 YORK LLC**

**THIS LEASE AGREEMENT** (hereinafter "Lease") made and entered into on this 11<sup>th</sup> day of April 2016, by and between the City of Manitowoc, a municipal corporation, located at 900 Quay Street, Manitowoc, Wisconsin 54220, County of Manitowoc, Wisconsin (hereinafter "City") and 924 York LLC, a Wisconsin corporation located at 100 Maritime Drive, Suite 3C, Manitowoc, WI 54220 (hereinafter "Lessor").

**WHEREAS**, the Lessor is the owner of certain real property and improvements located at 924 York Street, Manitowoc, Wisconsin, namely, a parking lot; and,

**WHEREAS**, City and Lessor have entered into a Development Agreement regarding the property located at 924 York Street; and

**WHEREAS**, the Lessor desires to lease to City the parking lot located at 924 York Street, Manitowoc, Wisconsin, and City desires to lease said premises from the Lessor; and,

**WHEREAS**, City shall use the leased premises solely as to provide municipal parking; and,

**WHEREAS**, the parties desire to enter into a Lease Agreement on the terms and conditions as set forth herein;

**NOW THEREFORE**, the parties do agree as follows:

**I. LEASED PREMISES**

Subject to the terms and conditions of this Lease, Lessor leases to City and City leases from Lessor the parking lot located at 924 York Street, which is shown on the certified survey map attached as Exhibit "A", for the sole purpose of operating a municipal parking lot.

**II. TERM**

This Lease shall be in effect for a period of one month, beginning April 1, 2016, and shall renew automatically on the first day of each month until the improvements have been completed.

**III. RENT**

The rent shall be \$0.00 per month, pursuant to the previously executed Development Agreement.

**IV. MAINTENANCE/REPAIRS/IMPROVEMENTS**

Lessor shall pave and demarcate the parking lot, install landscaping, and complete all related construction in agreement with City parking lot standards and the previously approved site plan. City shall plow and otherwise maintain the lot.

## V. INSURANCE

- A. Liability Insurance.** The Lessees shall carry general comprehensive liability insurance having a combined single limit of not less than \$1,000,000 for bodily injury and not less than \$2,000,000 aggregate, with property damage of not less than \$1,000,000. Lessees shall carry statutory workers compensation insurance and employer's liability insurance as required by the State of Wisconsin.
- B. Property Insurance.** The City shall also be responsible for maintaining property insurance on all of their property located on the Leased Premises. It is acknowledged and agreed that the City shall have no liability whatsoever for any personal injury, damages, damage done or loss incurred to the property of those leasing spaces, their employees, patrons, invitees or licensees for any reason.
- C. Damage to Premises.** If during the term of this Lease the building or improvements upon which the Leased Premises are located shall be significantly damaged or destroyed by fire, explosion, the elements, an act of God or any other casualty, either party shall have the option to terminate the Lease upon such damage or destruction.

## VI. TERMINATION

This Lease may be terminated by either party upon 30 calendar days prior written notice to the other party as follows:

- A.** By either party upon a default of any covenant, term or condition of this Lease Agreement hereof by the other party, which default is not cured within 30calendar days of receipt of written notice of default to the other party;
- B.** By either party if Lessors are unable to obtain or maintain any license, insurance, permit or governmental approval necessary for the operation and/or repairs of the improvements, facilities or business, including, but not limited to, copyright license and the compliance with Americans with Disability Act or any other laws or governmental restrictions;
- C.** By City if it determines in its sole discretion that the facilities or improvements become structurally unsound for use, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the improvements or facilities from any source or factors relating to condition of the property;

## VII. SURRENDER AT END OF LEASE TERM

On the last day of the date of termination of this Lease, Lessees shall peaceably and quietly leave, surrender and deliver the entire Leased Premises to the Lessor.

**VIII. ASSIGNMENT**

The parties agree that Lessors may assign the lease to a successor, and that City may sublease parking spots within the lot pursuant to the Development Agreement and the City’s standard parking lot lease.

**IX. INTEGRATION**

This Agreement represents the entire understanding of the City and Lessors as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

**X. NOTICE AND DEMAND**

Any notice, demand or communication under this Agreement by any party to the other party shall be given or delivered by first class mail, registered or certified mail, postage paid, return receipt requested or delivered in person as follows to:

**CITY:** CITY CLERK  
900 Quay Street  
Manitowoc, WI 54220

**LESSOR:** 924 York LLC  
c/o Peter Allie, Agent  
100 Maritime Drive, Suite C  
Manitowoc, WI 54220

The above addresses or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

**XI. AMENDMENTS**

This Lease is the entire Agreement between the parties and can only be modified or changed in writing executed in the same manner as this document by all parties.

**XII. SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Any transfer of any party’s interest under this Lease shall not release the transferor from its obligations hereunder.

**XIII. SEVERABILITY**

If any provision of this Lease is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such remainder would then continue to be valid and enforceable to the fullest extent permitted by law.

#### **XIV. PRONOUNS**

Pronouns in this Lease, importing any specific gender shall be interpreted to refer to Lessors or City as the identity of the parties hereto, or the parties herein referred to, may require. Pronouns, verbs and/or other words in this Lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

#### **XV. SECTION HEADINGS**

The section titles have been inserted in this Lease primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

#### **XVI. GOVERNING LAW**

This Lease shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly to this Lease, whether sounding in contract or tort, shall be litigated only in the Circuit Court located in Manitowoc County, Wisconsin. All parties to this Lease hereby subject themselves to the jurisdiction of the Circuit Court for Manitowoc County, Wisconsin.

#### **XVII. RELATIONSHIP OF PARTIES**

Nothing in this Lease, nor any act of the Lessors or City, shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture or of any association whatsoever between the parties hereto.

#### **XVIII. COUNTERPARTS**

This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

#### **XIX. CONSTRUCTION**

All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement for the purpose of a municipal parking lot and state they do so by their authority.

924 YORK LLC

CITY OF MANITOWOC

By: Peter C Allie  
Peter Allie, Agent

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

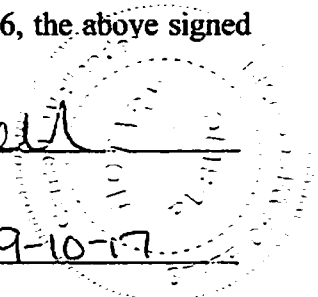
Date: 4-11-16

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this 11 day of April, 2016, the above signed Peter Allie, and acknowledged that they executed the foregoing instrument.

[Signature]  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): 9-10-17



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): 9-10-17

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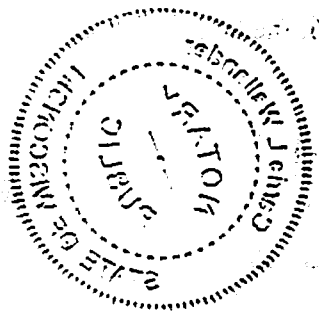
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