

42-
47.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2006-0320	Resolution	In Committee
Resolution Approving a Lease Agreement by and between the City of West Allis and West Allis Senior Living, LLC, 7400 West Greenfield Avenue, for Parking in the Municipal Lot		
Introduced: 11/8/2006		Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION HOLD PLACE ON FILE

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12-5-06</u>			Barczak				
			Czaplewski				
			Dobrowski				✓
		✓	Kopplin	✓			
			Lajsic				
			Narlock	✓			
			Reinke				
	✓		Sengstock	✓			
			Vitale	✓			
			Weigel				
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

Ruth Kopplin _____
 Chair Vice-Chair Member

PLACE ON FILE

COMMON COUNCIL ACTION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>DEC 05 2006</u>			Barczak	✓			
			Czaplewski	✓			
			Dobrowski				✓
			Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
		✓	Vitale	✓			
			Weigel	✓			
			TOTAL	<u>9</u>	<u>0</u>		<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2006-0320

Final Action:
DEC 05 2006

Resolution Approving a Lease Agreement by and between the City of West Allis and West Allis Senior Living, LLC, 7400 West Greenfield Avenue, for Parking in the Municipal Lot.

WHEREAS, by Resolution No. 21791, adopted December 3rd, 1985, the City of West Allis entered into a Lease Agreement with West Park Place, Inc. for rental of eighteen (18) parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue; and,

WHEREAS, by Resolution No. 25493, adopted October 21st, 1997, an Amendment to Lease Agreement by and between the City of West Allis and West Park Place, Inc. for additional parking stalls making the total number to be thirty-eight (38) with twenty-one (21) being charged and seventeen at no charge was approved; and,

WHEREAS, the property has now changed ownership to West Allis Senior Living, LLC, who desires to enter into a Lease Agreement with the City of West Allis for said parking stalls.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Lease Agreement, by and between the City of West Allis and West Allis Senior Living, LLC, for the rental of thirty-eight (38) parking stalls on the west side of South 74th Street and north of the east/west alley of West Greenfield Avenue, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Administrative Officer, Clerk/Treasurer of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Lease Agreement on behalf of the City of West Allis.

ATTR-Lease Agreement-WA Senior Living LLC

ADOPTED

DEC 05 2006

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

Jeannette Bell, Mayor

LEASE AGREEMENT

This Lease Agreement is made and entered into on Oct. 26, 2006, by and between the City of West Allis, a municipal corporation, with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin (hereinafter called "Lessor") and West Allis Senior Living, LLC, P.O. Box 3006, Salem, OR 97302 (hereinafter called "Lessee").

WHEREAS, the Lessor is the owner of a parking lot consisting of approximately ninety (90) automobile parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue in the City of West Allis; and,

WHEREAS, the Lessor and Lessee have entered into this Lease Agreement for the rental of the aforesaid parking lot for the use in connection with Lessee's operation of an apartment-hotel at 7400 West Greenfield Avenue, West Allis; and,

WHEREAS, the current occupancy and use of said apartment-hotel requires thirty-five (35) parking spaces pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code, part of the Zoning Code of the City of West Allis, and Lessee has seventeen (17) parking spaces on the aforesaid apartment-hotel site; and,

WHEREAS, a building or use may be given credit for private off-street parking spaces owned by or under the control of a building owner, when such spaces are located within two hundred (200) feet of the proposed building or use, pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code; and,

WHEREAS, the Lessee has requested to lease thirty-eight (38) parking spaces in the aforesaid parking lot to comply with the minimum parking requirements under the zoning code of the City of West Allis for its apartment-hotel operation; and,

WHEREAS, the aforesaid parking lot is not necessary for City purposes at this time and the City is willing to enter into this agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

A. Premises. The premises covered by this lease agreement is the thirty-eight (38) designated parking spaces, as shown on the attached Exhibit "A", located on the West side of South 74th Street and North of the East/West alley North of West Greenfield Avenue and is located on part of the following described property:

Block 9, Otjen, Pullen and Shenners Subdivision of
a part of the Southwest ¼ of Section 34, Township
7 North, Range 21 East, in the City of West Allis,
Milwaukee County, Wisconsin.

B. Term. The term of this lease shall be from December 15th, 2005, until August 31st, 2028, without the right of renewal, except upon written agreement by the parties.

C. Rent. The monthly rental for the premises shall be Two Hundred Fifty-two Dollars (\$252.00), which represents a charge of Twelve Dollars (\$12.00) per month for each of twenty-one (21) designated parking spaces. There is no charge for the remaining seventeen (17) such parking spaces.

The monthly base rent shall be increased commencing on September 1st, 2006, and on each September 1st thereafter, throughout the term of this lease ("Adjustment Date"), by the increase in the cost of living. As used herein, "Increase in the Cost of Living" shall be the percentage increase in the Consumer Price Index between February 1st, 2006, and the January 31st immediately preceding the Adjustment Date in question. The Consumer Price Index shall be the index number for the last day for which computation has been made in the columns for "All Items" in the table entitled "Revised Consumer Price Index – Urban Wage Earners and Clerical Workers, Milwaukee Average," published semiannually by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau ceases publishing

the Index number for the City of Milwaukee, the Index figure for the United States – All Cities shall be used in lieu thereof.

There shall be added to the monthly base rent all sales tax required by law.

D. Use of Premises. The premises shall be used by Lessee solely for the purpose of on-grade parking of passenger cars or trucks not exceeding six thousand (\$6,000) pounds in gross weight in connection with its operation of the aforesaid apartment-hotel, and for no other purpose.

E. Maintenance and Repairs. The Lessee shall be responsible for the maintenance of the parking lot, to include seal coating, patching and striping together with snow, ice and trash removal.

F. Insurance. The Lessor shall at all times maintain and keep in force such public liability insurance as will protect Lessor and Lessee from any claims for damages for personal injury, including death, as well as from claims for damages to any property, which may arise out of the maintenance, use or occupation of the premises by the Lessee pursuant to this lease. The amount of liability insurance shall under no circumstances be less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00) for injuries sustained by any one person and One Million and NO/100 Dollars (\$1,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than Fifty Thousand and NO/100 Dollars (\$50,000.00). A certificate of such insurance shall be filed with the Lessor, containing a fifteen (15) day notice of cancellation. The Certificate of Insurance shall be filed within ten (10) days of the execution of this lease agreement by the parties.

G. Liability. The Lessor assumes no liability to the Lessee, its employees, tenants, guests, invitees, or to any other person other than to furnish space for parking vehicles.

I. Assignment. The Lessee shall not assign or sublease any part or all of the leased premises without the Lessor's prior written consent.

J. Right to Terminate Lease. If Lessee fails to pay the rent or any late charges which may be assessed as herein provided; or, if this lease is assigned without the written approval of the Lessor; or, if the Lessee is adjudged bankrupt; or, if a general assignment of assets is made for the benefit of its creditors; or, if a receiver is appointed for the Lessee or any of its property; or, if the Lessee is violating any of the material conditions of this lease; then in the event any of the foregoing occur, the Lessor may serve written notice upon the Lessee of the Lessor's intention to terminate this lease, unless within thirty (30) days after the serving of such notice, satisfactory arrangement is made for continuance, the Lessee shall be deemed in default and the lease shall automatically be terminated and Lessee shall be obligated to surrender the premises to the Lessor immediately.

It is agreed that in the event Lessee shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proved to be insolvent or fails in business, that this lease shall not be an asset of Lessee.

Lessee acknowledges that its occupancy and use of the building at 7400 West Greenfield Avenue, West Allis, is contingent upon maintaining the required off-street parking spaces for such occupancy and use, pursuant to Sec. 12.12 of the Revised Municipal Code of the City of West Allis, and that upon termination of the lease agreement as herein provided, the Lessee acknowledges that its occupancy and use of the said building will be unlawful under the zoning ordinances of the City of West Allis, and, therefore, hereby agrees to cease and desist from such occupancy and use, unless the parking requirements of said building are otherwise lawfully met or the occupancy and use is changed to conform to the parking regulations then in effect.

K. Option of Lessee to Extend. The parties may, by mutual consent, agree to four (4) successive renewals of this lease, each such renewal to be for a term of five (5) years and to be subject to the terms and conditions of this lease, except that the Lessor shall be entitled to

amend the amount of rent set forth in Section C, provided that written notice of renewal is given by the Lessee to the Lessor not later than sixty (60) days prior to the end of the term of this lease or any succeeding term, or provided that notice of non-renewal is given by the Lessor to the Lessee not later than sixty (60) days prior to the end of the term of this lease or any succeeding lease.

L. Surrender of Leased Premises. Upon termination of this lease, either by lapse of time or otherwise, the Lessee shall surrender to the Lessor the leased premises. The Lessee, at its own expense, shall restore the leased premises to the condition it was in prior to entering into this Lease Agreement, reasonable wear and tear excepted. In the event the Lessee fails to do so, the Lessor may remove any such improvements and charge the cost thereof to the Lessee.

M. Expenses. Lessee agrees to reimburse the Lessor for any expense incurred by the Lessor in protecting or enforcing its rights under this agreement, including, without limitation, reasonable attorneys fees and legal expenses.

N. Memorandum of Lease. The parties hereto will, at any time upon the request of either one, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provisions of this lease as such party may desire to place of record.

O. Default. If the Lessee defaults in the payment of the annual rental payable hereunder, and such default shall continue for five (5) days after written notice thereof shall have been given to the Lessee, or if the Lessee defaults in the performance or observance of any other covenant or condition herein, and such default shall continue for five (5) days after written notice thereof is given to the Lessee, then, in either of the above-described events, the Lessor may elect, without further notice, to terminate this lease and declare the term ended, to re-enter the leased premises or any part thereof, to expel and remove the Lessee or any other

person occupying the same and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies, which the Lessor may have at law or in equity.

P. Notice. Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the Lessee: West Allis Senior Living, LLC
P.O. Box 3006
Salem, OR 97302

If to the Lessor: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Michael Pertmer
Director of Public Works

Notice given in accordance with the provisions of this paragraph shall be considered to be received when mailed.

Q. Amendments. This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein, will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by each party.

R. Successors and Assigns. The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns.


S. Waiver. The parties shall not be deemed to have waived any part, provision, language, covenant, condition or requirement of this agreement unless such waiver is in writing. Where any waiver is made, either partially or otherwise, of any provision, language, covenant, condition or requirement, it shall be strictly construed and deemed to be a waiver of no more than that which is clearly expressed in writing.

T. Verbal Statements Not Binding. This agreement states the entire understanding and agreement of the parties hereto. It is understood and agreed that the written terms and provisions of this agreement shall supersede all verbal statements of any representatives of the parties. Verbal statements shall not be effective or be construed as being a part of this agreement. Amendment of this agreement shall not be made unless in writing and signed by the duly authorized representatives of the parties hereto.

U. Governing Law. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date, month and year first above written.

**LESSEE:
WEST ALLIS SENIOR LIVING, LLC**

By: 
Brian Schaffner
Property Controller

**LESSOR:
CITY OF WEST ALLIS**

By: _____
Jeannette Bell, Mayor

By: _____
Paul M. Ziehler,
City Administrative Officer,
Clerk/Treasurer

Approved as to form this
30 day of Oct, 2006.



City Attorney

EXHIBIT "A"

South 75th Street



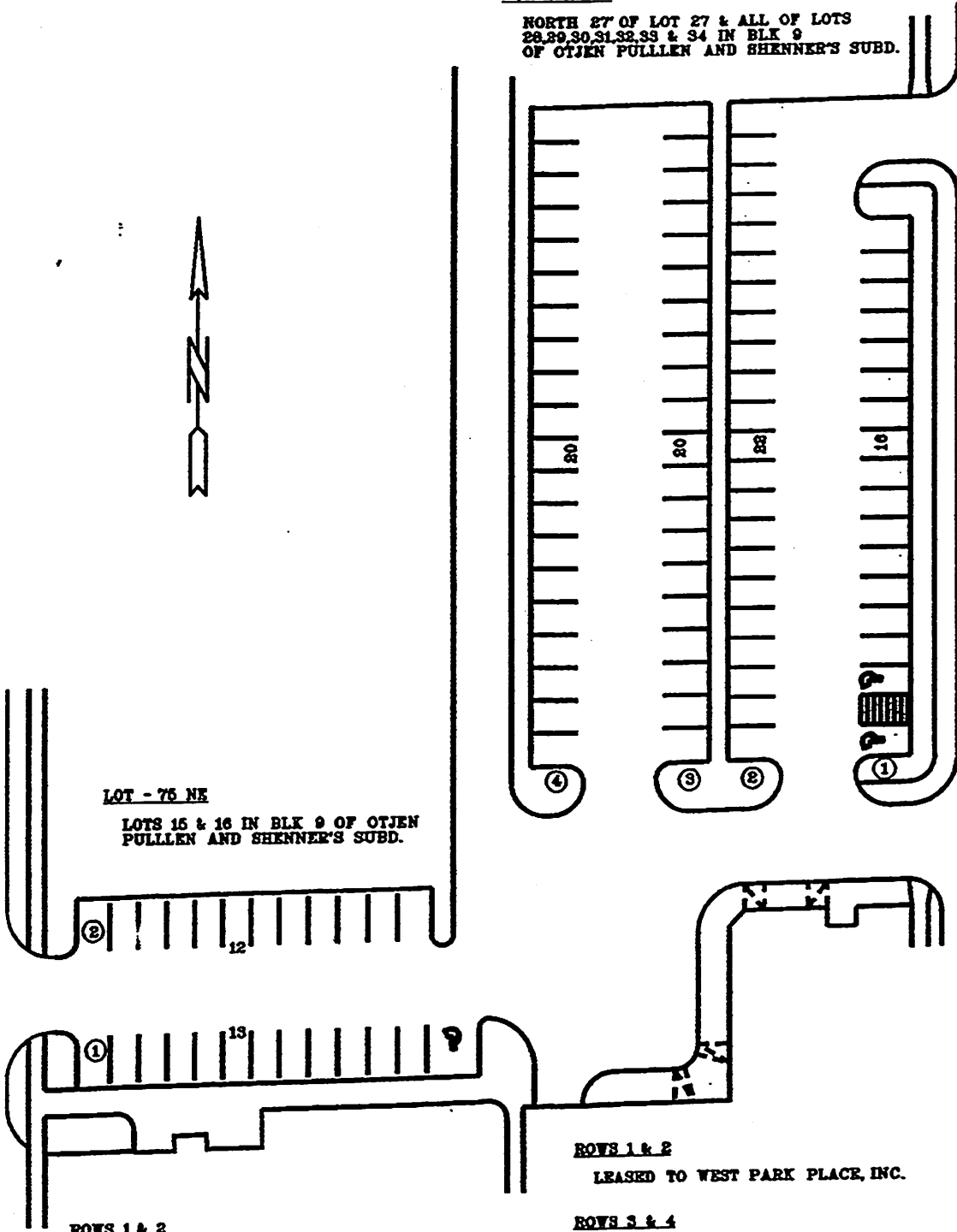
LOT - 74 NW

NORTH 27' OF LOT 27 & ALL OF LOTS
28, 29, 30, 31, 32, 33 & 34 IN BLK 9
OF OTJEN PULLEN AND SHENNER'S SUBD.

South 74th Street

LOT - 75 NE

LOTS 15 & 16 IN BLK 9 OF OTJEN
PULLEN AND SHENNER'S SUBD.



ROWS 1 & 2

2 HOUR PARKING
8 AM TO 5 PM
MON THRU FRI
NO PARKING
11 PM TO 6 AM

DAY PERMITS AVAILABLE (ROW 2 ONLY)

ROWS 1 & 2

LEASED TO WEST PARK PLACE, INC.

ROWS 3 & 4

LEASED TO UNITED STATES POSTAL SERVICE

West Greenfield Avenue

REVISED AUGUST 19, 1997
CITY OF WEST ALLIS ENGINEERING DEPT.

MUNICIPAL PARKING LOTS

74 NW & 75 NE

LEASE AGREEMENT

This Lease Agreement is made and entered into on Oct. 26, 2006, by and between the City of West Allis, a municipal corporation, with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin (hereinafter called "Lessor") and West Allis Senior Living, LLC, P.O. Box 3006, Salem, OR 97302 (hereinafter called "Lessee").

WHEREAS, the Lessor is the owner of a parking lot consisting of approximately ninety (90) automobile parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue in the City of West Allis; and,

WHEREAS, the Lessor and Lessee have entered into this Lease Agreement for the rental of the aforesaid parking lot for the use in connection with Lessee's operation of an apartment-hotel at 7400 West Greenfield Avenue, West Allis; and,

WHEREAS, the current occupancy and use of said apartment-hotel requires thirty-five (35) parking spaces pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code, part of the Zoning Code of the City of West Allis, and Lessee has seventeen (17) parking spaces on the aforesaid apartment-hotel site; and,

WHEREAS, a building or use may be given credit for private off-street parking spaces owned by or under the control of a building owner, when such spaces are located within two hundred (200) feet of the proposed building or use, pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code; and,

WHEREAS, the Lessee has requested to lease thirty-eight (38) parking spaces in the aforesaid parking lot to comply with the minimum parking requirements under the zoning code of the City of West Allis for its apartment-hotel operation; and,

WHEREAS, the aforesaid parking lot is not necessary for City purposes at this time and the City is willing to enter into this agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

A. Premises. The premises covered by this lease agreement is the thirty-eight (38) designated parking spaces, as shown on the attached Exhibit "A", located on the West side of South 74th Street and North of the East/West alley North of West Greenfield Avenue and is located on part of the following described property:

Block 9, Otjen, Pullen and Shenners Subdivision of
a part of the Southwest ¼ of Section 34, Township
7 North, Range 21 East, in the City of West Allis,
Milwaukee County, Wisconsin.

B. Term. The term of this lease shall be from December 15th, 2005, until August 31st, 2028, without the right of renewal, except upon written agreement by the parties.

C. Rent. The monthly rental for the premises shall be Two Hundred Fifty-two Dollars (\$252.00), which represents a charge of Twelve Dollars (\$12.00) per month for each of twenty-one (21) designated parking spaces. There is no charge for the remaining seventeen (17) such parking spaces.

The monthly base rent shall be increased commencing on September 1st, 2006, and on each September 1st thereafter, throughout the term of this lease ("Adjustment Date"), by the increase in the cost of living. As used herein, "Increase in the Cost of Living" shall be the percentage increase in the Consumer Price Index between February 1st, 2006, and the January 31st immediately preceding the Adjustment Date in question. The Consumer Price Index shall be the index number for the last day for which computation has been made in the columns for "All Items" in the table entitled "Revised Consumer Price Index – Urban Wage Earners and Clerical Workers, Milwaukee Average," published semiannually by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau ceases publishing

the Index number for the City of Milwaukee, the Index figure for the United States – All Cities shall be used in lieu thereof.

There shall be added to the monthly base rent all sales tax required by law.

D. Use of Premises. The premises shall be used by Lessee solely for the purpose of on-grade parking of passenger cars or trucks not exceeding six thousand (\$6,000) pounds in gross weight in connection with its operation of the aforesaid apartment-hotel, and for no other purpose.

E. Maintenance and Repairs. The Lessee shall be responsible for the maintenance of the parking lot, to include seal coating, patching and striping together with snow, ice and trash removal.

F. Insurance. The Lessor shall at all times maintain and keep in force such public liability insurance as will protect Lessor and Lessee from any claims for damages for personal injury, including death, as well as from claims for damages to any property, which may arise out of the maintenance, use or occupation of the premises by the Lessee pursuant to this lease. The amount of liability insurance shall under no circumstances be less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00) for injuries sustained by any one person and One Million and NO/100 Dollars (\$1,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than Fifty Thousand and NO/100 Dollars (\$50,000.00). A certificate of such insurance shall be filed with the Lessor, containing a fifteen (15) day notice of cancellation. The Certificate of Insurance shall be filed within ten (10) days of the execution of this lease agreement by the parties.

G. Liability. The Lessor assumes no liability to the Lessee, its employees, tenants, guests, invitees, or to any other person other than to furnish space for parking vehicles.

I. Assignment. The Lessee shall not assign or sublease any part or all of the leased premises without the Lessor's prior written consent.

J. Right to Terminate Lease. If Lessee fails to pay the rent or any late charges which may be assessed as herein provided; or, if this lease is assigned without the written approval of the Lessor; or, if the Lessee is adjudged bankrupt; or, if a general assignment of assets is made for the benefit of its creditors; or, if a receiver is appointed for the Lessee or any of its property; or, if the Lessee is violating any of the material conditions of this lease; then in the event any of the foregoing occur, the Lessor may serve written notice upon the Lessee of the Lessor's intention to terminate this lease, unless within thirty (30) days after the serving of such notice, satisfactory arrangement is made for continuance, the Lessee shall be deemed in default and the lease shall automatically be terminated and Lessee shall be obligated to surrender the premises to the Lessor immediately.

It is agreed that in the event Lessee shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proved to be insolvent or fails in business, that this lease shall not be an asset of Lessee.

Lessee acknowledges that its occupancy and use of the building at 7400 West Greenfield Avenue, West Allis, is contingent upon maintaining the required off-street parking spaces for such occupancy and use, pursuant to Sec. 12.12 of the Revised Municipal Code of the City of West Allis, and that upon termination of the lease agreement as herein provided, the Lessee acknowledges that its occupancy and use of the said building will be unlawful under the zoning ordinances of the City of West Allis, and, therefore, hereby agrees to cease and desist from such occupancy and use, unless the parking requirements of said building are otherwise lawfully met or the occupancy and use is changed to conform to the parking regulations then in effect.

K. Option of Lessee to Extend. The parties may, by mutual consent, agree to four (4) successive renewals of this lease, each such renewal to be for a term of five (5) years and to be subject to the terms and conditions of this lease, except that the Lessor shall be entitled to

amend the amount of rent set forth in Section C, provided that written notice of renewal is given by the Lessee to the Lessor not later than sixty (60) days prior to the end of the term of this lease or any succeeding term, or provided that notice of non-renewal is given by the Lessor to the Lessee not later than sixty (60) days prior to the end of the term of this lease or any succeeding lease.

L. Surrender of Leased Premises. Upon termination of this lease, either by lapse of time or otherwise, the Lessee shall surrender to the Lessor the leased premises. The Lessee, at its own expense, shall restore the leased premises to the condition it was in prior to entering into this Lease Agreement, reasonable wear and tear excepted. In the event the Lessee fails to do so, the Lessor may remove any such improvements and charge the cost thereof to the Lessee.

M. Expenses. Lessee agrees to reimburse the Lessor for any expense incurred by the Lessor in protecting or enforcing its rights under this agreement, including, without limitation, reasonable attorneys fees and legal expenses.

N. Memorandum of Lease. The parties hereto will, at any time upon the request of either one, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provisions of this lease as such party may desire to place of record.

O. Default. If the Lessee defaults in the payment of the annual rental payable hereunder, and such default shall continue for five (5) days after written notice thereof shall have been given to the Lessee, or if the Lessee defaults in the performance or observance of any other covenant or condition herein, and such default shall continue for five (5) days after written notice thereof is given to the Lessee, then, in either of the above-described events, the Lessor may elect, without further notice, to terminate this lease and declare the term ended, to re-enter the leased premises or any part thereof, to expel and remove the Lessee or any other

person occupying the same and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies, which the Lessor may have at law or in equity.

P. Notice. Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the Lessee: West Allis Senior Living, LLC
P.O. Box 3006
Salem, OR 97302

If to the Lessor: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Michael Pertmer
Director of Public Works

Notice given in accordance with the provisions of this paragraph shall be considered to be received when mailed.

Q. Amendments. This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein, will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by each party.

R. Successors and Assigns. The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns.


S. Waiver. The parties shall not be deemed to have waived any part, provision, language, covenant, condition or requirement of this agreement unless such waiver is in writing. Where any waiver is made, either partially or otherwise, of any provision, language, covenant, condition or requirement, it shall be strictly construed and deemed to be a waiver of no more than that which is clearly expressed in writing.

T. Verbal Statements Not Binding. This agreement states the entire understanding and agreement of the parties hereto. It is understood and agreed that the written terms and provisions of this agreement shall supersede all verbal statements of any representatives of the parties. Verbal statements shall not be effective or be construed as being a part of this agreement. Amendment of this agreement shall not be made unless in writing and signed by the duly authorized representatives of the parties hereto.

U. Governing Law. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date, month and year first above written.

**LESSEE:
WEST ALLIS SENIOR LIVING, LLC**

By: 
Brian Schaffner
Property Controller
By: _____

**LESSOR:
CITY OF WEST ALLIS**

By: _____
Jeannette Bell, Mayor
By: _____
Paul M. Ziehler,
City Administrative Officer,
Clerk/Treasurer

Approved as to form this
30 day of Oct, 2006.


City Attorney

H/Lesak/Lease Agreement/WA Senior Living LLC

EXHIBIT "A"

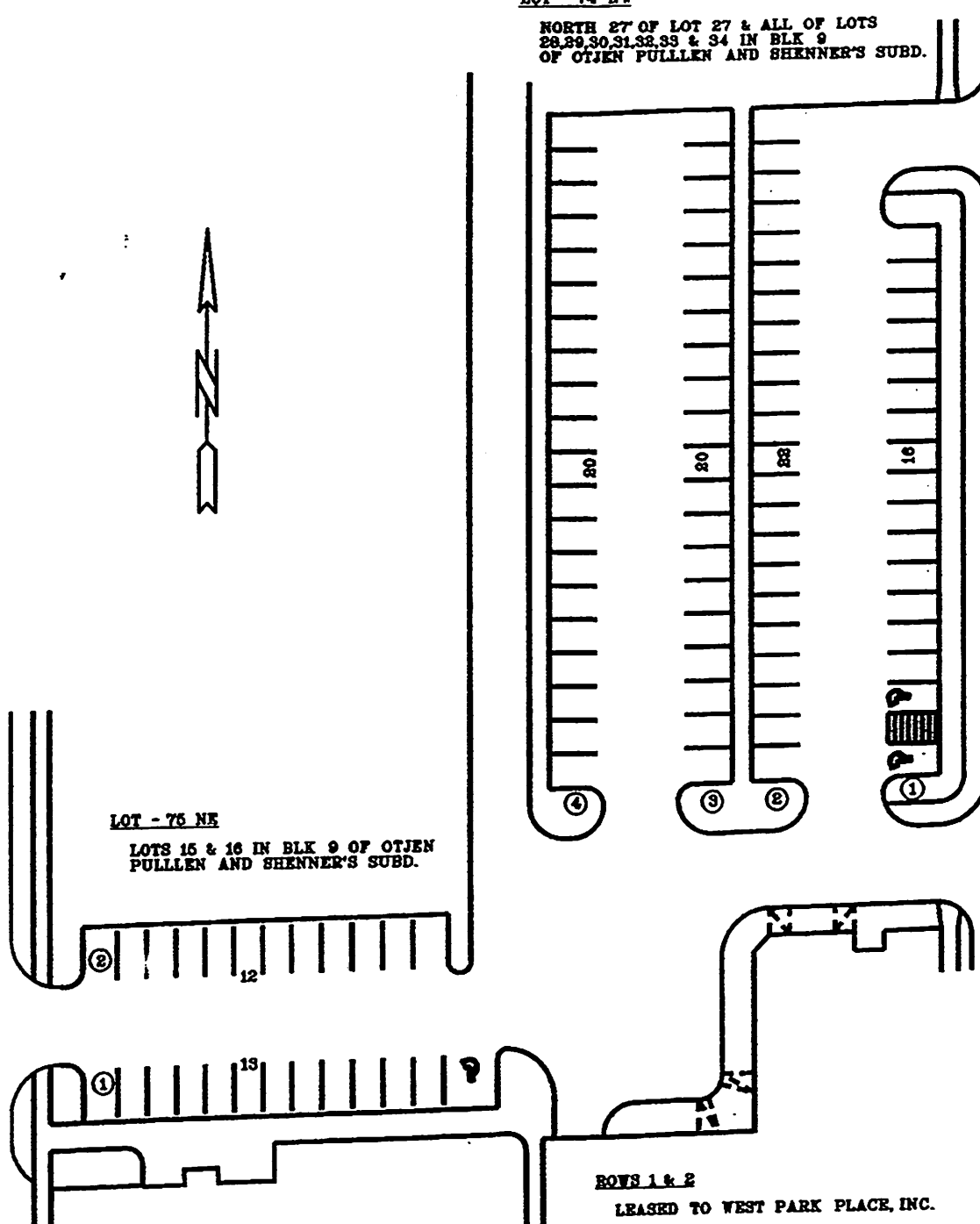
LOT - 74 NW

NORTH 27' OF LOT 27 & ALL OF LOTS
28,29,30,31,32,33 & 34 IN BLK 9
OF OTJEN PULLEN AND SHENNER'S SUBD.

South 75th Street



South 74th Street



LOT - 75 NE

LOTS 15 & 16 IN BLK 9 OF OTJEN
PULLEN AND SHENNER'S SUBD.

ROWS 1 & 2

LEASED TO WEST PARK PLACE, INC.

ROWS 3 & 4

LEASED TO UNITED STATES POSTAL SERVICE

ROWS 1 & 2

2 HOUR PARKING
8 AM TO 6 PM
MON THRU FRI
NO PARKING
11 PM TO 6 AM

DAY PERMITS AVAILABLE (ROW 2 ONLY)

REVISED AUGUST 19, 1997

CITY OF WEST ALLIS ENGINEERING DEPT.

West Greenfield Avenue

MUNICIPAL PARKING LOTS

74 NW & 75 NE

LEASE AGREEMENT

This Lease Agreement is made and entered into on Oct. 26, 2006, by and between the City of West Allis, a municipal corporation, with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin (hereinafter called "Lessor") and West Allis Senior Living, LLC, P.O. Box 3006, Salem, OR 97302 (hereinafter called "Lessee").

WHEREAS, the Lessor is the owner of a parking lot consisting of approximately ninety (90) automobile parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue in the City of West Allis; and,

WHEREAS, the Lessor and Lessee have entered into this Lease Agreement for the rental of the aforesaid parking lot for the use in connection with Lessee's operation of an apartment-hotel at 7400 West Greenfield Avenue, West Allis; and,

WHEREAS, the current occupancy and use of said apartment-hotel requires thirty-five (35) parking spaces pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code, part of the Zoning Code of the City of West Allis, and Lessee has seventeen (17) parking spaces on the aforesaid apartment-hotel site; and,

WHEREAS, a building or use may be given credit for private off-street parking spaces owned by or under the control of a building owner, when such spaces are located within two hundred (200) feet of the proposed building or use, pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code; and,

WHEREAS, the Lessee has requested to lease thirty-eight (38) parking spaces in the aforesaid parking lot to comply with the minimum parking requirements under the zoning code of the City of West Allis for its apartment-hotel operation; and,

WHEREAS, the aforesaid parking lot is not necessary for City purposes at this time and the City is willing to enter into this agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

A. Premises. The premises covered by this lease agreement is the thirty-eight (38) designated parking spaces, as shown on the attached Exhibit "A", located on the West side of South 74th Street and North of the East/West alley North of West Greenfield Avenue and is located on part of the following described property:

Block 9, Otjen, Pullen and Shenners Subdivision of
a part of the Southwest ¼ of Section 34, Township
7 North, Range 21 East, in the City of West Allis,
Milwaukee County, Wisconsin.

B. Term. The term of this lease shall be from December 15th, 2005, until August 31st, 2028, without the right of renewal, except upon written agreement by the parties.

C. Rent. The monthly rental for the premises shall be Two Hundred Fifty-two Dollars (\$252.00), which represents a charge of Twelve Dollars (\$12.00) per month for each of twenty-one (21) designated parking spaces. There is no charge for the remaining seventeen (17) such parking spaces.

The monthly base rent shall be increased commencing on September 1st, 2006, and on each September 1st thereafter, throughout the term of this lease ("Adjustment Date"), by the increase in the cost of living. As used herein, "Increase in the Cost of Living" shall be the percentage increase in the Consumer Price Index between February 1st, 2006, and the January 31st immediately preceding the Adjustment Date in question. The Consumer Price Index shall be the index number for the last day for which computation has been made in the columns for "All Items" in the table entitled "Revised Consumer Price Index – Urban Wage Earners and Clerical Workers, Milwaukee Average," published semiannually by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau ceases publishing

the Index number for the City of Milwaukee, the Index figure for the United States – All Cities shall be used in lieu thereof.

There shall be added to the monthly base rent all sales tax required by law.

D. Use of Premises. The premises shall be used by Lessee solely for the purpose of on-grade parking of passenger cars or trucks not exceeding six thousand (\$6,000) pounds in gross weight in connection with its operation of the aforesaid apartment-hotel, and for no other purpose.

E. Maintenance and Repairs. The Lessee shall be responsible for the maintenance of the parking lot, to include seal coating, patching and striping together with snow, ice and trash removal.

F. Insurance. The Lessor shall at all times maintain and keep in force such public liability insurance as will protect Lessor and Lessee from any claims for damages for personal injury, including death, as well as from claims for damages to any property, which may arise out of the maintenance, use or occupation of the premises by the Lessee pursuant to this lease. The amount of liability insurance shall under no circumstances be less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00) for injuries sustained by any one person and One Million and NO/100 Dollars (\$1,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than Fifty Thousand and NO/100 Dollars (\$50,000.00). A certificate of such insurance shall be filed with the Lessor, containing a fifteen (15) day notice of cancellation. The Certificate of Insurance shall be filed within ten (10) days of the execution of this lease agreement by the parties.

G. Liability. The Lessor assumes no liability to the Lessee, its employees, tenants, guests, invitees, or to any other person other than to furnish space for parking vehicles.

I. Assignment. The Lessee shall not assign or sublease any part or all of the leased premises without the Lessor's prior written consent.

J. Right to Terminate Lease. If Lessee fails to pay the rent or any late charges which may be assessed as herein provided; or, if this lease is assigned without the written approval of the Lessor; or, if the Lessee is adjudged bankrupt; or, if a general assignment of assets is made for the benefit of its creditors; or, if a receiver is appointed for the Lessee or any of its property; or, if the Lessee is violating any of the material conditions of this lease; then in the event any of the foregoing occur, the Lessor may serve written notice upon the Lessee of the Lessor's intention to terminate this lease, unless within thirty (30) days after the serving of such notice, satisfactory arrangement is made for continuance, the Lessee shall be deemed in default and the lease shall automatically be terminated and Lessee shall be obligated to surrender the premises to the Lessor immediately.

It is agreed that in the event Lessee shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proved to be insolvent or fails in business, that this lease shall not be an asset of Lessee.

Lessee acknowledges that its occupancy and use of the building at 7400 West Greenfield Avenue, West Allis, is contingent upon maintaining the required off-street parking spaces for such occupancy and use, pursuant to Sec. 12.12 of the Revised Municipal Code of the City of West Allis, and that upon termination of the lease agreement as herein provided, the Lessee acknowledges that its occupancy and use of the said building will be unlawful under the zoning ordinances of the City of West Allis, and, therefore, hereby agrees to cease and desist from such occupancy and use, unless the parking requirements of said building are otherwise lawfully met or the occupancy and use is changed to conform to the parking regulations then in effect.

K. Option of Lessee to Extend. The parties may, by mutual consent, agree to four (4) successive renewals of this lease, each such renewal to be for a term of five (5) years and to be subject to the terms and conditions of this lease, except that the Lessor shall be entitle to

amend the amount of rent set forth in Section C, provided that written notice of renewal is given by the Lessee to the Lessor not later than sixty (60) days prior to the end of the term of this lease or any succeeding term, or provided that notice of non-renewal is given by the Lessor to the Lessee not later than sixty (60) days prior to the end of the term of this lease or any succeeding lease.

L. Surrender of Leased Premises. Upon termination of this lease, either by lapse of time or otherwise, the Lessee shall surrender to the Lessor the leased premises. The Lessee, at its own expense, shall restore the leased premises to the condition it was in prior to entering into this Lease Agreement, reasonable wear and tear excepted. In the event the Lessee fails to do so, the Lessor may remove any such improvements and charge the cost thereof to the Lessee.

M. Expenses. Lessee agrees to reimburse the Lessor for any expense incurred by the Lessor in protecting or enforcing its rights under this agreement, including, without limitation, reasonable attorneys fees and legal expenses.

N. Memorandum of Lease. The parties hereto will, at any time upon the request of either one, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provisions of this lease as such party may desire to place of record.

O. Default. If the Lessee defaults in the payment of the annual rental payable hereunder, and such default shall continue for five (5) days after written notice thereof shall have been given to the Lessee, or if the Lessee defaults in the performance or observance of any other covenant or condition herein, and such default shall continue for five (5) days after written notice thereof is given to the Lessee, then, in either of the above-described events, the Lessor may elect, without further notice, to terminate this lease and declare the term ended, to re-enter the leased premises or any part thereof, to expel and remove the Lessee or any other

person occupying the same and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies, which the Lessor may have at law or in equity.

P. Notice. Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the Lessee: West Allis Senior Living, LLC
P.O. Box 3006
Salem, OR 97302

If to the Lessor: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Michael Pertmer
Director of Public Works

Notice given in accordance with the provisions of this paragraph shall be considered to be received when mailed.

Q. Amendments. This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein, will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by each party.

R. Successors and Assigns. The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns.

S. Waiver. The parties shall not be deemed to have waived any part, provision, language, covenant, condition or requirement of this agreement unless such waiver is in writing. Where any waiver is made, either partially or otherwise, of any provision, language, covenant, condition or requirement, it shall be strictly construed and deemed to be a waiver of no more than that which is clearly expressed in writing.

T. Verbal Statements Not Binding. This agreement states the entire understanding and agreement of the parties hereto. It is understood and agreed that the written terms and provisions of this agreement shall supersede all verbal statements of any representatives of the parties. Verbal statements shall not be effective or be construed as being a part of this agreement. Amendment of this agreement shall not be made unless in writing and signed by the duly authorized representatives of the parties hereto.

U. Governing Law. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date, month and year first above written.

**LESSEE:
WEST ALLIS SENIOR LIVING, LLC**

By: 
Brian Schaffner
Property Controller

**LESSOR:
CITY OF WEST ALLIS**

By: _____
Jeannette Bell, Mayor

By: _____
Paul M. Ziehler,
City Administrative Officer,
Clerk/Treasurer

Approved as to form this
30 day of oct, 2006.


City Attorney

EXHIBIT "A"

South 75th Street



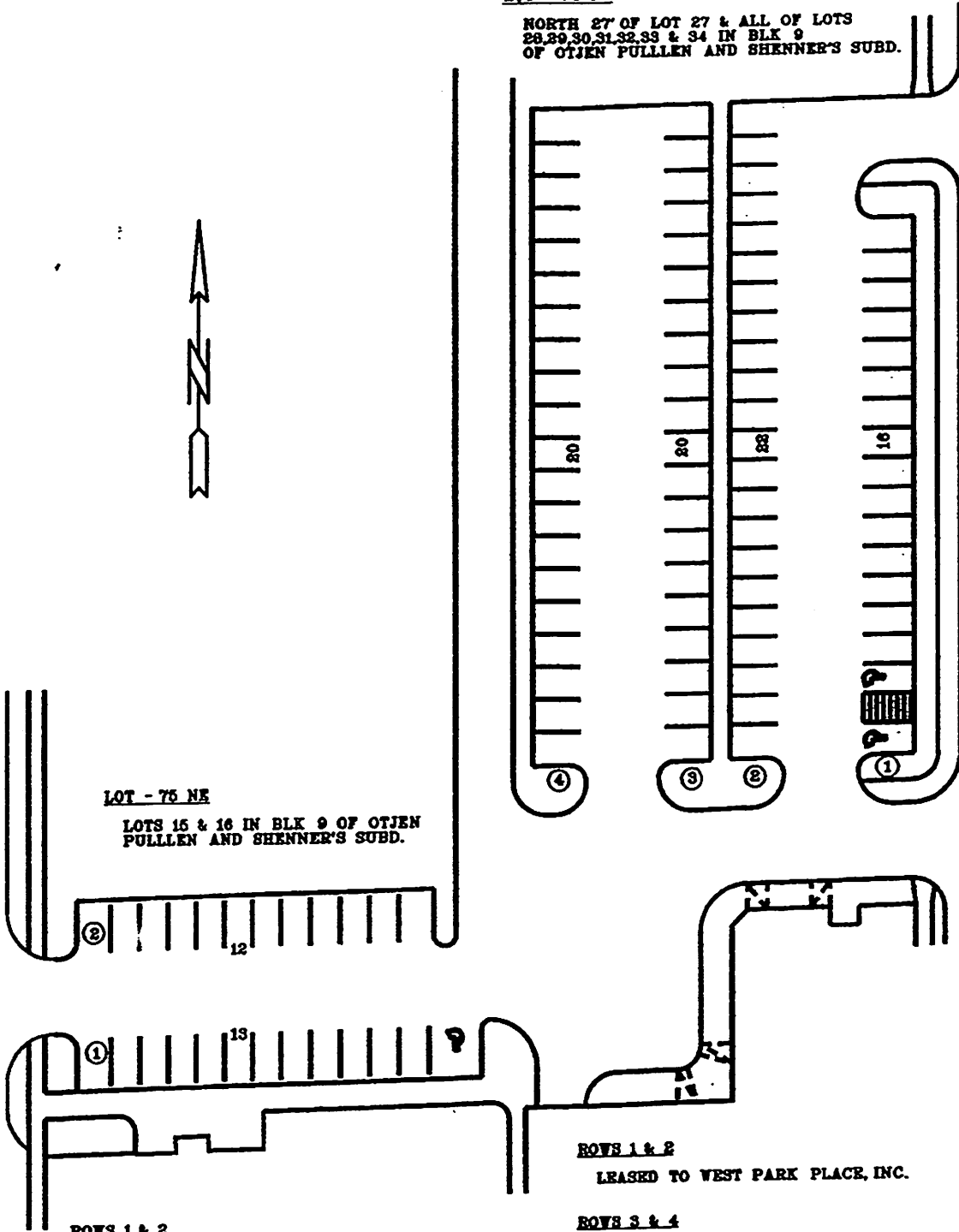
LOT - 74 NW

NORTH 27' OF LOT 27 & ALL OF LOTS
28,29,30,31,32,33 & 34 IN BLK 9
OF OTJEN PULLEN AND SHENNER'S SUBD.

South 74th Street

LOT - 75 NE

LOTS 15 & 16 IN BLK 9 OF OTJEN
PULLEN AND SHENNER'S SUBD.



ROWS 1 & 2

2 HOUR PARKING
8 AM TO 5 PM
MON THRU FRI
NO PARKING
11 PM TO 6 AM

DAY PERMITS AVAILABLE (ROW 2 ONLY)

ROWS 1 & 2

LEASED TO WEST PARK PLACE, INC.

ROWS 3 & 4

LEASED TO UNITED STATES POSTAL SERVICE

REVISED AUGUST 19, 1997
CITY OF WEST ALLIS ENGINEERING DEPT.

West Greenfield Avenue

MUNICIPAL PARKING LOTS

74 NW & 75 NE