

Lease

THIS INDENTURE, made this _____ day of _____, between the City of West Allis, hereinafter collectively called the "Lessor", and Owen W. Klatte and Angela M. Glocka, hereinafter called the "Lessee". The Lessor and Lessee may be referred to as "Parties".

That the Lessor, by the presents, shall lease and demise unto the said Lessee the following described real estate in the City of West Allis, bounded and described as follows to-wit:

DESCRIPTION

A parcel of land in the Southwest ¼ of Section 7, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southwest corner of said ¼ section; thence South 86° 18' East, 1130.00 ft. on and along the South line of said ¼ section to a point; thence North 4° 37' 18" East 100.00 ft. to the point of beginning; thence continuing North 4° 37' 18" East 459.22 ft. to a point; thence South 33° 33' 26" East 593.50 ft. to a point; thence South 4° 37' 18" West 26.70 ft. to a point in the North line of West National Avenue; thence North 86° 18' 11" West and along the north line of West National Avenue 10.68 ft. to a point; thence North 33° 33' 26" West 103.00 ft. to a point; thence North 86° 18' 11" West and parallel to the north line of West National Avenue 237.91 ft. to the point of beginning.

1. The Lessee covenants and agrees to pay to the Lessor the sum of One Thousand and No/100 (\$1,000.00) Dollars upon execution of this lease on March 1, 2014 by the Parties and an additional One Thousand and No/100 (\$1,000.00) Dollars on each succeeding March 1st until the lease is terminated.
2. This agreement shall commence on March 1, 2014 and shall continue in effect for a period of one year, ending on February 28, 2015 at which time renewal shall be at the sole discretion of the Lessor. After February 28, 2015, this agreement is subject to termination by either party, upon 90-days notice to the other party, provided that if termination is by the Lessor, then the Lessee shall have the months of September, October and November following in which to remove any and or all peony plants from the above described premises.
3. Maintenance and repairs shall be the obligation of the Lessee.

4. Lessee agrees to indemnify and save the Lessor harmless against any and all claims of whatever nature occurring or arising on the said premises during the term of this lease.
5. Lessee shall surrender the said premises in good order and condition, reasonable wear and tear excepted at the end of the term of this lease or upon prior termination of this lease.
6. The Lessee shall make no alterations to the premises without the written consent of the Lessor.
7. Should any of the conditions or covenants of this lease be breached by the Lessee, the Lessor may terminate this lease by written notice to the Lessee, whereupon the Lessee shall be obligated to surrender the premises to the Lessor.
8. In the event of termination of this agreement prior to one full year from March 1st to February 28th, the rental payment shall be pro-rated to the date of actual termination.
9. 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 supplanted only by written instrument signed by each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written

Dated: _____

Dated: _____

(LESSEE):

(LESSEE):

BY:

BY:

Name

Name

Title

Title

State of _____)
) ss
_____ County)

Personally came before me this ____ day of _____, 2014, Owen W. Klatte and Angela M. Glocka, the above named parties to me known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission Expires: _____

Dated: _____

(LESSOR):

BY:

Name

Title

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this ____ day of _____, 2014,
_____ of the City of West Allis, to me known to be the person who executed the
foregoing instrument, and to me known to be such officers of said City, and acknowledged that
they executed the foregoing instrument as such officers as deed of said City, by its authority.

Notary Public, State of Wisconsin

My Commission Expires: _____