

LEASE AGREEMENT

This Lease Agreement is made and entered into on _____, 2020, by and between the City of West Allis, a municipal corporation, with principle offices at 7525 West Greenfield Avenue, West Allis, Wisconsin, (hereafter called the "City"), Delton Properties LLC, with principle offices at 1629 N. 50th Street, Milwaukee, Wisconsin, (hereafter "Delton") and Antigua Latin Restaurant LLC, with principle offices at 6207 W. National Avenue, West Allis, Wisconsin, (hereafter "Antigua").

RECITALS:

WHEREAS, the City is the owner of an off-street parking lot located at 62** W. National Avenue, tax key 454-0073-001; and,

WHEREAS, Delton and Antigua desire to lease the Parking Lot to extend customer area of the restaurant and provide outdoor seating areas for food and beverage sales; and,

WHEREAS, the City is willing to enter into this agreement to lease (exact description of leased area) upon the terms and conditions hereafter set forth; and,

WHEREAS, this lease is subject to approval of the extension of premises for the alcohol license by the West Allis Common Council and approval to any other licenses or permits that would be required to operate under the following terms and conditions.

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

1. Premises. The premises covered by this agreement is:
That portion of the city right-of-way on the City of West Allis parking lot, adjoining Lot 2 of Liberty Heights Subdivision, Block 3, being a subdivision of Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2; thence Southwesterly, 35.00 feet along Westerly line of said Lot 2 to the Point of Beginning; thence continue Southwesterly, 18.00 feet along said line; thence Northwesterly, 21.50 feet; thence Northeasterly, 18.00 feet; thence Southeasterly, 21.50 feet to the Point of Beginning of this description.

This legal description identifies the first two parking stall areas in the north-east corner of the parking lot located to the side of the Antigua. The above legal description will be used to enforce the premises location.

2. Term. The term of this lease shall begin on the date of the last signature by the parties and will automatically expire on November 1, 2020, at 12:01 AM.
3. Rent. Antigua shall pay the City rent in the amount of \$50.00 per month payable by the 3rd of every month. Rent shall be paid to:

City of West Allis Finance Department (c/o Kelly Farley)
7525 W. Greenfield Avenue
West Allis, WI, 53214

Rent shall be prorated if this lease begins part way through a month or if it is terminated before the end of a month.

4. Renewal. This lease will not automatically renew.
5. Use of Premises: Antigua Latin Restaurant LLC shall use the leased premises as an outdoor dining area including food service and alcohol. Alcohol can only be served in this location if it is part of the approved licensed premises on the alcohol license possessed by Antigua. Service hours will be consistent with the service hours of the interior restaurant, but no later than 9:00 p.m. Sunday through Thursday, and no later than 10:00 p.m. Friday and Saturday.

Nothing in this lease or plan allows for violation of City, State, or Federal law.

6. Outdoor Dining Area Design:
 - a. Large decorative planters shall be used on each corner of the space which abuts a public right-of-way to provide protection to the structure
 - b. The outdoor area must be constructed such that there are reflective elements at the corners, along with soft-hit pots on the outside edges abutting the public right-of-way.
 - c. No advertising, logos, or other branding is allowed.
 - d. A railing is required to be installed around the perimeter to delineate the space and protect patrons from entering the parking lot area.
 - e. The design must be approved in writing by the City Engineering Office.
 - f. The structure must be ADA accessible pursuant to West Allis Policy 2823 Section 6.10.
7. Maintenance and Repairs: During the term of this lease, Antigua shall be responsible for any improvements or repairs to the leased premises. The City will maintain the remainder of the parking lot space not subject to this lease. Antigua shall return the leased premises to its previous condition at the end of the lease period or upon termination of the lease.
8. Indemnification: The City shall not have any liability for and Antigua and Delton agree to indemnify and hold the City harmless from and defend the City against any and all claims, actions, damages, liabilities and expenses, including, without limitation, reasonable attorney's

fees in connection with any injury or loss of life to any person or damage to any property occurring in, on, or about the leased premises arising out of:

1. The use and occupancy of the leased premises by Antigua.
 2. The condition of the leased premises.
 3. Any breach or default by Antigua and/or Delton in the performance of any of its obligations under this lease on the part of Antigua or Delton. Antigua and Delton shall indemnify and defend the City against any claim, liability, or proceeding by a third party for the failure of the City to fulfill any of Lessee's obligations hereunder, and shall pay all costs and expenses, including, without limitation, reasonable attorney's fees incurred or paid by the City in connection with any such claim, litigation or proceeding, and shall satisfy any judgment or fine that may be entered against the City in such litigation or proceeding.
9. Insurance: Antigua and/or Delton agree to keep the leased premises insured at its expense by a reasonable company licensed to do business in the State of Wisconsin, with coverage in the amount of \$1,000,000 dollars with a \$2,000,000 aggregate and a \$2,000,000 umbrella. Such insurance shall name the City as an additional insured, waive subrogation, be primary, provide notice of cancellation to the City, and shall have an endorsement specifically stating that leased premises and se of the premises are covered by the insurance, all in a form approved by the City Attorney's Office.
10. Performance Bond: A performance bond in the amount of \$10,000.00 dollars in a form approved by the City Attorney's Office.
11. Compliance with Laws: Antigua and Delton shall observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state, or federal authorities pertaining to said premises or activities on said leased premises.
12. Assignment: Antigua and Delton shall not assign or sublease any part or all of the leased premises without the City's prior written consent.
13. Surrender of Leased Premises: Upon termination of the lease, Antigua and Delton shall surrender to the City the leased premises. Antigua and Delton, at their own expense, shall restore the leased premises to the condition it was in prior to entering into this leased agreement, reasonable wear and tear excepted. In the event that Antigua and/or Delton fail to do so, the City may remove any such improvements and charge the cost thereof to Antigua and/or Delton.

14. Memorandum of Lease: The parties hereto will, at any time upon the request of the other, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provision of this lease as such party may desire to place of record.
15. Default: If Antigua and/or Delton default in the payment of the monthly rent payable under this agreement, and such default shall continue for five (5) days after written notice thereof being provided to Antigua and Delton, or if Antigua or Delton defaults in the performance or observance of any other covenants or conditions herein, and such default shall continue for five (5) days after written notice thereof is given to the parties hereto, then, in either of the above-described events, the City may elect, without further notice, to terminate this lease and declare the term ended, to reenter the leased premises or any part thereof to expel and remove the occupants and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies which the City may have at law or in equity.
16. 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 City: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Director of Public Works

If to Antigua: Antigua Latin Restaurant LLC
6207 W. National Avenue
West Allis, WI 53214
Attn: Citlali Mendieta

If to Delton: Delton Properties, LLC
1629 N. 50th Street
Milwaukee, WI 53208
Attn: Delbert Slowik

Notice given in accordance with the provision of this section shall be deemed received when mailed by first class mail and deposited with the United States Postal Service, postage prepaid.

17. 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 the parties hereto.
18. Successors and Assigns: The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the City, Antigua, and Delton and their respective heirs, successors, and assigns.

19. 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 written above.

In the Presence of:

Antigua Latin Restaurant LLC

By: _____

In the Presence of:

Delton Properties LLC

By: _____

In the Presence of:

City of West Allis

By: _____
Dan Devine, Mayor

By: _____
Rebecca Grill, City Administrator and
City Clerk