

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement (“**Agreement**”) is entered into as of ~~October 21, 2025~~ **February 10, 2026**, by and between the City of West Allis (“**Lessor**”) who owns the parking lot located on the northwest corner of South 62nd Street and West Orchard Street, West Allis, Wisconsin (tax key 454-0074-000 & 454-0075-000) (“**Premises**”), and Antigua Properties, LLC (“**Lessee**”), which is the owner of the property located at 6207-09-11 West National Avenue, West Allis, Wisconsin (tax key 454-9004-000) (the “**Developed Property**”).

Whereas, Lessee operates a restaurant located at the Developed Property; and

Whereas, to facilitate continued investment in the Developed Property, Lessee has requested to utilize the Premises during overnight hours for vehicle parking to support the restaurant use at the Developed Property.

Whereas, Lessor is willing to permit Lessee to have access and use of the Premises pursuant to the terms of this Agreement.

Now Therefore, in consideration of the mutual conditions and covenants that are contained herein, Lessor and Lessee hereby agree as follows:

1. Access/Storage. Except as limited below, Lessee shall have ingress and egress over and upon the Premises and exclusive use of a total of ~~four (4)~~ **three (3)** spaces for parking their commercial food truck and catering vehicles. The specific parking spaces reserved for Lessee shall be identified by signage on the Premises placed at the sole discretion of Lessor.
2. Restoration. Lessee shall be responsible for any damage to the Premises caused by Lessee’s use of the Premises and shall restore any damage caused by Lessee’s use upon conclusion of the term.
3. Term. The term of the Agreement shall be one year, commencing upon the full execution of this Agreement. This Agreement shall be automatically renewed every year unless earlier terminated pursuant to Paragraph 8.
4. Rent. The Lessee shall pay to the Lessor, as annual rent in the amount of ~~Four Thousand Dollars (\$4,000.00)~~ **Three Thousand Dollars (\$3,000)** payable in quarterly installments beginning within 7 days after full execution of this Agreement.
5. Use of Premise. The Lessee shall use the leased premises for on-grade parking of commercial food trucks and catering van vehicles and for no other purpose.
6. Severability. This Agreement represents the entire and integrated agreement of the Parties with respect to the subject matter of this Agreement, and supersedes and replaces any negotiations, agreements, or other terms related to the subject matter of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.
7. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.
8. Termination. Either Party may terminate this Agreement by providing at least 30 days’ advanced

notice to the other Party. If this Agreement is terminated in the middle of a quarter, any payment shall be prorated daily to the effective termination date.

9. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that legal advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party's behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.
10. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned or electronically-conveyed signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

Lessor: City of West Allis

Signature _____ Date _____

E-mail:

Address for Notice:

Lessee: Antigua Properties, LLC

Signature _____ Date _____

E-mail:

Address for Notice: _
