

LITTLE LEAGUE RESERVOIR PARK LEASE

This Lease is made this ____ day of _____, 2014, by and between the City of West Allis, a Wisconsin Municipal Corporation, hereinafter the "City" and the Little League of West Allis, Inc., hereinafter the "Little League".

A. RECITALS

1. The City is the owner of the property known as Reservoir Park, see attached Exhibit "A" Reservoir Park Map, specifically those portions of the park currently utilized by the Little League a.) Existing Baseball Fields (composed of approximately 4.92 acres), the portions of the park currently utilized by School District West Allis – West Milwaukee et, al (School District) as b.) Existing Soccer Fields (composed of approximately 3.88 acres), and, the portions of the park currently utilized by the City as c.) Neighborhood Playground composed of approximately 0.84 acres. Each has the following legal descriptions:

a. Existing Baseball Fields

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 61.40 feet, along West right-of-way line of South 97th Street to the North right-of-way line of West Lapham Street; thence Easterly, 323.99 feet, along the said North line to the West right-of-way line of South 96th Street; thence Southerly, 130.00 feet, along said West line of South 96th Street to the Point of Beginning; thence continue Southerly, 431.78 feet, along the said West line; thence Westerly, 743.86 feet, to the East line of Wisconsin Electric Power Company parcel; thence Northerly, 231.03 feet, along the said East line; thence Easterly, 235.03 feet; thence Southerly, 61.00 feet; thence Easterly, 228.28 feet; thence Northerly, 262.74 feet; thence Easterly, 280.00 feet, to the East right-of-way line of South 96th Street and Point of Beginning.

Said land contains 4.92 acres, more or less.

b. Existing Soccer Fields

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 60.00 feet, along West right-of-way line of South 97th Street, to the Point of Beginning; thence, continue, Southerly, 1.40 feet to the North right-of-way line of West Lapham Street; thence Easterly, 42.98 feet, along said North line; thence Southerly, 392.75 feet, parallel with West right-of-way line of South 96th Street; thence Westerly, 228.28 feet; thence Northerly, 61.00 feet, parallel to the East line of Wisconsin Electric Power Company parcel; thence Westerly, 235.03 feet to the East line of Wisconsin Electric Power Company parcel; thence Northerly, 338.98 feet, along the said East line; thence Easterly, 220.11 feet; thence Southerly, 5.70 feet; thence Easterly, 199.00 feet, to the Point of Beginning.

Said land contains 3.88 Acres, more or less.

c. Neighborhood Playground

A tract of land being located in the Northeast ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southeast corner of Parcel 1, Certified Survey Map No. 4787; thence Southerly, 61.40 feet, along West right-of-way line of South 97th Street to the North right-of-way line of West Lapham Street; thence Easterly, 42.98 feet, along the said North line to the Point of Beginning; thence continue Easterly, 280.00 feet, along the said North line to the West right-of-way line of South 96th Street; thence Southerly, 130.00 feet, along said West line of South 96th Street; thence Westerly, 280.00 feet; thence Northerly, 130.00 feet, to the Point of Beginning.

Said land contains 0.84 Acres, more or less.

2. The Little League currently leases the a. Existing Baseball Fields (composed of approximately 4.92 acres), and in the future wishes to lease the portions of the park currently utilized as b. Existing Soccer Fields (composed of approximately 3.88 acres), from the City and to redevelop this land as a Little League baseball complex.

NOW, THEREFORE, the City and the Little League agree that the City shall lease to the Little League the above-described property for use as a Little League baseball complex upon the following terms and conditions:

B. RENT

1. The Little League shall lease the a. Existing Baseball Fields (composed of approximately 4.92 acres), property from the City for the amount of One Dollar (\$1.00) per year.

2. The School District shall have access to b. Existing Soccer Fields (composed of approximately 3.88 acres) until such time as the Little League has raised sufficient funds to begin construction on new baseball field(s). Once the Little League has raised approximately \$250,000 in funds towards the new field(s) and is in a position to begin construction within a year, the Little League will notify the City and the School District of this fundraising milestone. The fundraising milestone notification shall not come any sooner than 2 years from the date of this agreement. At the date of notification, the School District will be given one year to vacate the soccer fields. Once vacated by the School District, the fields and storage room will be turned over to the Little League for their use to construct additional baseball field(s), parking lots and other baseball amenities. Once the School District has been given notification to vacate as per the above the Little League shall also lease the b. Existing Soccer Fields (composed of approximately 3.88 acres), property from the City for the amount of One Dollar (\$1.00) per year for the remaining term of the lease as described below.

C. TERM

This Lease shall commence on the date hereof and shall continue for twenty-five (25) years.

D. CONSTRUCTION

1. The Little League shall be solely responsible for the cost of construction of the Little League baseball field and the City shall bear no financial responsibility.

2. The cost of construction shall include, but not be limited to, site layout, architectural drawings, grading and landscaping, surveys, excavation, sod, fencing, lighting, and all other costs associated with construction.

3. The Little League shall submit a landscaping and site improvement plan for approval by the City of West Allis Plan Commission and the West Allis Common Council.

E. MAINTENANCE AND REPAIR

1. The Little League shall be solely responsible for the maintenance and repair of the Little League baseball field(s) and the surrounding area including, but not limited to, care and maintenance of the field, fencing, and surrounding equipment, garbage pickup, and general maintenance of all areas associated with the baseball field. The failure to maintain said areas shall result in termination of the lease agreement, if, upon due notice by the City that certain maintenance and/or repairs are necessary, said maintenance and/or repairs are not completed within a 30-day period or a period reasonably set by the City to accomplish said maintenance and/or repairs.

2. With the approval of the City, the Little League shall have the right to install the lighting necessary to play night baseball games. Said approval by the City will not be unreasonably withheld. The Little League shall be solely responsible for the payment of all utility costs and maintenance expenses associated with lighting for the fields.

3. The Little League shall be responsible for all utility cost the Little League incurs in the operation of the facility, including all electrical and water usage costs. The Little League shall work with the City in determining the Little League's actual utility cost.

4. The Little League shall be authorized to construct and shall be responsible to pay for, additional baseball fields and additional parking stalls and ancillary improvements generally in conformance with the attached Exhibit "B". The location and construction of said improvements shall be subject to the approval of the City, which approval will not be unreasonably withheld.

5. The Little League will have sole use of the storage building immediately south of the Restroom Building and shall have access and use of the Upper Fieldhouse facilities at all times.

6. The Little League will operate and maintain and shall be responsible for cleaning the Upper Fieldhouse including both restrooms, except as noted below.

7. During the period of time that the WA/WM School District rents the b. Existing Soccer Fields (composed of approximately 3.88 acres), the District will be responsible for cleaning the Upper Fieldhouse after each use of the soccer fields during their rental period.

F. SCHEDULING

1. The Little League shall have control over the scheduling of all baseball games to be played at the baseball field(s) during the Little League season.

2. When not being used or being prepared for use by the Little League, Barczak Field shall be held open, to the public for use. Anyone seeking to use Barczak Field shall first schedule a time for such usage with the Little League. The Little League shall not unreasonably withhold permission and may not charge a fee for such use. Causing damage to the field on prior occasion(s) without repairing said damage shall constitute reasonable grounds to deny access.

G. LIABILITY AND INSURANCE

1. The Little League shall indemnify and hold harmless the City for any injuries and damages incurred

J. FIXTURES/IMPROVEMENTS

All fixtures and improvements become the property of the City of West Allis with the exception of scoreboards, sound systems and bleachers.

All fixtures and improvements shall be maintained by the Little League during the term of the Lease in a state of reasonable repair.

K. INTENTIONALL LEFT BLANK

L. DISSOLUTION OF LITTLE LEAGUE

Should the Little League cease to exist or operate, this Lease may be terminated as set forth in Section P.

M. ENTRY/ACCESSABILITY

The City and the Little League shall have access to the field at all times. The key or combination to any lock placed on the gate shall be provided to the City and the Little League or the gate lock(s) shall be so arranged that each entity has access except as otherwise provided herein.

N. NONASSIGNABILITY

This Lease may not be assigned by the Little League to any other person or entity without the written consent of the City. Such consent shall not be unreasonably withheld.

O. TERMINATION

This Lease may be terminated by the City, with 30 days' notice, upon default in the terms and conditions to be kept and observed by the Little League, upon determination by the City that the subject property is required for other municipal purpose or upon such condition as otherwise provided herein.

P. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors or assigns in interest.

Q. NON-DISCRIMINATION

The Little League and the City, in performing under this Lease, shall not discriminate against any worker, employee or any member of the public, because of race, creed, color, religion, age, marital or veteran status, sex, national origin, disability or any other legally protected status.

R. MISCELLANEOUS

1. All of the representations, agreements and obligations of the City are set forth herein, and no modification, waiver or amendment of the provisions of this Lease shall be binding upon the City unless in writing and signed by the City or by a duly authorized agent.

2. No waiver of any default of the Little League or the City hereunder shall be implied from any failure by either Party to take any action on account of such default, whether or not such default persists or is repeated, and

no express waiver shall affect any default other than the default specified in such waiver and then only for the time and to the extent therein stated.

3. Each provision herein shall be binding upon and inure to the benefit of the City and the Little League and their respective successors and assigns.

4. All amendments attached to this Lease and signed by the City and the Little League are made a part hereof and are incorporated herein by reference.

5. This Little League Reservoir Park Lease shall supplant all existing leases between the Little League and the city. All prior lease or other agreements between the parties concerning the properties set forth in section A. are null and void.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the date first written above.

CITY OF WEST ALLIS

By: _____
Michael G. Lewis
Director of Public Works/City Engineer

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this ____ day of _____, 2014, Michael G. Lewis, to me known to be the Director of Public Works/City Engineer of the City of West Allis, a municipal corporation, and the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

(SIGNATURES CONTINUED ON NEXT PAGE)

