





## AMENDMENT TO LEASE AGREEMENT

This Amendment date as of the 18th day of October, 1993, by and between the City of West Allis ("Landlord") and the West Allis Auto Club's Building Fund Committee, Inc. ("Tenant").

Reference is hereby made to that certain lease dated as of the 21st day of July, 1983, by and between Landlord and Tenant for the premises at 1721 South 100th Street, City of West Allis, County of Milwaukee, State of Wisconsin ("Lease").

Landlord and Tenant hereby agree to amend the Lease as follows:

(1) The term of the Lease shall be extended for an additional period of ten (10) years.

(2) Tenant is authorized to construct a further addition to the building on the premises in accordance with the terms and conditions of the Lease, which addition shall become part of the realty and the property of the Landlord.

(3) Article XIV is hereby amended to read:

"It is mutually understood and agreed that the Landlord shall terminate this Lease and take possession of the demised premises immediately and without notice if Tenant defaults in payments on the construction loan and demand is made therefore by the holder thereof; and that Landlord shall also at that time assume the obligations of Tenant for said unpaid loan balance, if any."

(4) Article XV is hereby amended to read:

"It is mutually understood and agreed that if Landlord fails to perform its obligated by Article XIII, the holder of said unpaid loan debt shall have the right to take immediate possession of the demised premises for the balance of the unfinished term and to use same either itself or to sublet same without restrictions as to its use as set forth in Article V hereof, or the restrictions as to tenancy set forth in Article XII hereof; except as the same may be imposed upon the premises by federal and state laws and local ordinances of general application."

Except as amended herein, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

CITY OF WEST ALLIS (LANDLORD)

WEST ALLIS AUTO CLUB'S BUILDING FUND COMMITTEE, INC. (TENANT)

By: Joyce Ann Radtke  
Joyce Ann Radtke, Mayor

By: Dean Wyco  
Dean Wyco, President

Attest:

Countersigned By:

Mary Carol Hubmann  
Deputy City Clerk

Dave Comey  
Dave Comey, Treasurer

State of Wisconsin )  
Milwaukee County ) SS

Personally came before me this 18<sup>th</sup> day of October, 1993, the above named Joyce Ann Radtke, Mayor, and MARY CAROL HUBMANN, Deputy City Clerk, of the City of West Allis, to me known to be said officers and acknowledge that they executed the foregoing instrument as the act and deed of said corporation, being duly authorized so to do.

Hermine Couturier  
Notary Public, State of Wisconsin  
My Commission: 10-20-96

(SIGNATURES CONTINUED ON NEXT PAGE)





**GUARANTY**

This Guaranty, dated this 14<sup>th</sup> day of December, 19 95, by the City of West Allis, a Wisconsin Municipal Corporation ("GUARANTOR"), for the benefit of Norwest Bank Wisconsin, N.A. ("BANK").

**WITNESSETH**

WHEREAS, The West Allis Auto Club's Building Fund Committee, Inc. ("BORROWER") has requested the BANK to extend to BORROWER a loan in the original principal amount of One Hundred Ten Thousand Dollars (\$110,000.00) ("LOAN"), the proceeds of which will be to construct an addition to the property at 1721 South 100 Street, West Allis, Wisconsin ("PROPERTY") and to pay off the balance on a loan for previous improvements to PROPERTY, all in accordance with the terms and conditions of a certain Promissory Note to be dated DECEMBER 18, 19 95, by the between the BANK and BORROWER; and

WHEREAS, BORROWER is the tenant of the PROPERTY and GUARANTOR is the owner of the PROPERTY; and

WHEREAS, The PROPERTY is subject to a Lease Agreement between BORROWER and GUARANTOR, the terms of said Lease Agreement run until July 21, 2013; and

WHEREAS, According to the provisions of said Lease Agreement, all building improvements on the property undertaken by BORROWER shall become part of the realty and become property of GUARANTOR; and

WHEREAS, By virtue of the terms of said Lease Agreement, GUARANTOR expects to derive substantial benefits from the LOAN.

NOW, THEREFORE, BE IT RESOLVED, In consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GUARANTOR hereby agrees that, in the event BORROWER defaults on repayments to BANK and upon written notice of such default being received, GUARANTOR shall assume the obligations of BORROWER for the outstanding balance of the LOAN. GUARANTOR agrees to cure the default and to continue to make payments on the LOAN in accordance with the terms of the Promissory Note between BORROWER and BANK. GUARANTOR shall also inherit all rights under said Promissory Note, including the right to prepay the outstanding balance on the LOAN. For the purpose of this Guaranty, "default" is defined in accordance with the terms of the Promissory Note, a copy of which GUARANTOR acknowledges receipt.

RESOLUTION NO. 24085

RESOLUTION APPROVING THE AMENDMENT TO THE LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF WEST ALLIS AND THE WEST ALLIS  
AUTO CLUB'S BUILDING FUND COMMITTEE, INC.

BY Public Works Committee

BE IT RESOLVED that the Amendment, a copy of which is attached and made a part hereof, to that certain Lease by and between the City of West Allis and the West Allis Auto Club's Building Fund Committee, Inc., for the rental of City owned property located at 1721 S. 100 St., West Allis, Milwaukee County, Wisconsin, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute and deliver the aforesaid Amendment on behalf of the City.

ADOPTED: October 5, 1993

Mary Carol Submann  
Deputy City Clerk

APPROVED: Oct 7th, 1993

Joyce Ann Rattie  
Mayor

ATTR629

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty, to take effect as of the 18<sup>TH</sup> day of DECEMBER, 19 95.

(Affix City Seal)

CITY OF WEST ALLIS

By John Turck  
John Turck, Mayor

Attest Eldon M. Rinke  
Eldon Rinke, City Clerk

ACCEPTANCE

This Guaranty is hereby accepted this 18<sup>TH</sup> day of DECEMBER, 19 95, by Norwest Bank Wisconsin, N.A.

NORWEST BANK WISCONSIN, N.A.

By Sharon M. Hoover, V.P.

By \_\_\_\_\_

This document was prepared by the West Allis City Attorney.

005/e-a.1

LEASE

Lease dated as of the 21 day of July, 1983, between the City of West Allis, a municipal Wisconsin corporation (hereinafter referred to as "Landlord"), and West Allis Auto Clubs Building Fund Committee, Inc., a nonprofit Wisconsin corporation (hereinafter referred to as "Tenant").

WITNESSETH:

The Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, demises and leases unto the Tenant, and the Tenant does hereby hire and rent from the Landlord, the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter specifically set forth.

ARTICLE I

The demised premises consist of the following described real estate, and any addition to the building thereon to be erected by the Tenant, at 1721 South 100th Street, City of West Allis, County of Milwaukee, State of Wisconsin, to-wit:

That part of Lots 11 and 12, of High Ridge Subdivision, a plat of record, in the Northwest 1/4 of Section 5, 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: Beginning at the Southwest corner of Lot 12, High Ridge Subdivision; thence North on and along the west line of the said subdivision 235.345 feet to the south line of proposed West Maple Street; thence East on and along the south line of proposed West Maple Street 134.68 feet to the west line of relocated South 100 Street; thence southwesterly 86.30 feet on and along the west line of relocated South 100 Street to a point which is 116.40 feet east of the west line of the said subdivision; thence south on and along the west line of the subdivision; thence West on and along the south line of the said subdivision 116.40 feet to the place of beginning.

ARTICLE II

The term of this Lease shall commence on the date of the signing of the last party hereto, and shall end twenty (20) years thereafter.

ARTICLE III

Tenant shall pay the monetary sum of one dollar (\$1.00) per year for the length of the term with the first payment being made on the day the term commences and each year of the term thereafter on its anniversary date.

#### ARTICLE IV

A. Tenant may make an addition to the building on said premises, which addition shall become part of the realty and become the property of Landlord, subject to this Lease and any lien thereon held or assigned to the party loaning money for the construction of same.

B. Tenant shall submit for approval all plans for any addition to the building and site to the Board of Public Works of the City of West Allis within twelve (12) months from the commencement of the term and shall complete construction in accordance with said plans within twelve (12) months after obtaining approval thereof.

#### ARTICLE V

A. Tenant shall use said building and addition, if any, and site exclusively for an automotive and woodworking shop and a meeting place for the members of the auto clubs.

B. Work performed on the premises shall be restricted to the hours between 6:00 A.M. and 11:00 P.M., and all outside testing of vehicles after 9:00 P.M. is prohibited.

C. Adult supervision shall be provided at all times the premises are open for use.

D. Work performed on vehicles outside of the building shall be done exclusively in the area designated on the approved site plan.

#### ARTICLE VI

Tenant shall keep premises in a clean, orderly condition and shall comply with all laws and ordinances of the City of West Allis.

#### ARTICLE VII

Tenant shall be responsible for all repairs and maintenance to said building.

#### ARTICLE VIII

Tenant shall hold Landlord harmless for any and all liability incurred in connection with this Lease for the premises and shall provide all insurance thereon as shall be required by the City Attorney of the City of West Allis.

ARTICLE IX

Tenant shall not allow liens to be placed against said premises other than as may be on equipment therein, or the construction loan for the addition to the building.

ARTICLE X

Landlord shall allow Tenant to make an addition to the building on said premises as hereinbefore referred to and the Board of Public Works of the Landlord shall not withhold its approval of the building and site plan arbitrarily.

ARTICLE XI

Tenant shall provide, at its own cost, water and sewer laterals to said premises, at the street or lot line.

ARTICLE XII

It is mutually understood and agreed that this Lease is not assignable without the written consent of the parties hereto.

ARTICLE XIII

It is mutually understood and agreed that Tenant shall have the right to use this Lease as collateral for a loan to be obtained for the purpose of constructing any addition to the building on the demised premises.

ARTICLE XIV

It is mutually understood and agreed that the Landlord shall have a right to terminate this Lease and take possession of the demised premises immediately and without notice if Tenant defaults in payments on the construction loan and demand is made therefor by the holder thereof; provided, however, that Landlord shall also at that time assume the obligations of Tenant for said unpaid loan balance, if any.

#### ARTICLE XV

It is mutually understood and agreed that unless Landlord exercises its rights under Article XIV hereof, the holder of said unpaid loan debt shall have the right to take immediate possession of the demised premises for the balance of the unfinished term and to use same either itself or to sublet same without the restrictions as to its use as set forth in Article V hereof, or the restrictions as to tenancy set forth in Article XII hereof. Said holder, however, must give Landlord written notice of its intention to so act and Landlord shall have sixty (60) days from its receipt of such notice to exercise its own rights hereunder as set forth in Article XIV hereof.

#### ARTICLE XVI

It is mutually understood and agreed that in the event of any breach of the terms of this Lease by Tenant, other than as set forth in Article XIV hereof, failure to correct said breach within thirty (30) days after its receipt of written notice thereof by Landlord shall give Landlord the right to terminate this Lease and take possession of the demised premises immediately and without notice; provided, however, that Landlord shall also, at that time, assume the obligations of Tenant for said unpaid loan balance to the holder of the aforesaid construction loan.

#### ARTICLE XVII

It is mutually understood and agreed that possession of the demised premises by any person under the aforesaid default provisions shall not include the business fixtures, machinery and equipment as may be on said demised premises, which items may be removed by the owners thereof, including Tenant.

#### ARTICLE XVIII

This lease shall supersede the lease dated November 8, 1966, by and between the parties hereto.



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

WEST ALLIS AUTO CLUBS BUILDING  
FUND COMMITTEE, INC.

By   
ARTHUR KASTNER, President

Countersigned:

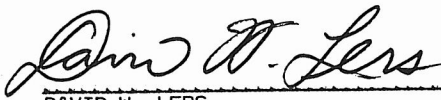
By   
DENNIS LIPSKI, Secretary

Signed and sealed in the presence of:

  
DAVID W. LERS

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

Personally came before me this 11 day of July, 1983, Arthur Kastner, President, and Dennis Lipski, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as fully authorized by said corporation.

  
DAVID W. LERS  
Notary Public, State of Wisconsin  
My Commission: is permanent

CITY OF WEST ALLIS

Witnesses:

Eldon M. Rinka

Jack F. Barlich  
Jack F. Barlich, Mayor

Rita L. Elliott

Eldon M. Rinka  
Eldon M. Rinka, City Clerk

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

Personally came before me this 21 day of July, 1983,  
the above named Jack F. Barlich, Mayor, and Eldon M. Rinka, City Clerk, of the  
City of West Allis, to me known to be said officers and acknowledged that they  
executed the foregoing instrument as the act and deed of said corporation,  
being duly authorized so to do.

Rita L. Elliott  
Notary Public, State of Wisconsin  
My Commission: 3-25-84

Approved as to form and execution  
this 21 day of Sept 1983.

Michael J. Sacher  
Michael J. Sacher, City Attorney

Resolution approving the Second Amendment to the Lease Agreement  
by and between the City of West Allis and the West Allis  
Auto Club's Building Committee, Inc.

BY Public Works Committee

BE IT RESOLVED that the Second Amendment, a copy of which is attached hereto and made a part hereof, to that certain Lease dated July 21, 1983, by and between the City of West Allis and the West Allis Auto Club's Building Committee, Inc. and the Amendment to Lease dated October 18, 1993, for the rental of City-owned property located at 1721 S. 100 Street, West Allis, Milwaukee County, Wisconsin, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Acting City Clerk/Treasurer be and are hereby authorized and directed to execute and deliver the aforesaid Second Amendment on behalf of the City.

ADOPTED: May 21, 2002

Paul H. Zickler  
Acting City Clerk/Treasurer

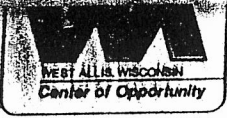
APPROVED: May 24, 2002

Jeanette Bell  
Mayor

ATTR-Second Amend Lease-WA Auto Club

Reviewed by the City Attorney's Office  
this 10<sup>th</sup> day of May, 2002.

Sheryl K. Kubary  
Asst. City Attorney



# CITY OF WEST ALLIS

WISCONSIN



City Clerk/Treasurer

April 9, 2002

Art Kastner  
2875 S. Root River Pkwy.  
West Allis, WI 53227

Dear Mr. Kastner:

On April 2, 2002, the Common Council approved your request to extend your lease for another twenty years between the City of West Allis and the West Allis Auto Club Building Committee, Inc.

Sincerely,

Paul M. Ziehler  
Acting City Clerk/Treasurer

/hc

cc: Mike Pertmer

COPY FOR PAUL ZIGHLER  
West Allis Auto Club  
Building Committee Inc.

March 28, 2002

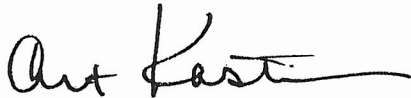
Honorable Mayor and Members of the Common Council,

I hereby request that the lease between The City of West Allis and the West Allis Auto Club Building Committee, Inc. be extended for another twenty years.

The Corporation is seeking a new loan at a lower rate of interest. The lender with the best interest rate we can get requires the loan period to be at least 20 years.

We have had loans for the past thirty years and have always made the monthly payments. Our problem is that improvements have to be made that are required by the City of West Allis Planner and the Building Inspection Department. A new loan for a longer period at a lower rate will be a financial solution to our problem without causing a huge burden.

Thank you.



Art Kastner  
Founder West Allis Auto Club

414-327-3278  
2875 S. ROOT RIVER PKWY  
WEST ALLIS WI. 53227

RECEIVED

MAR 28 2002

CITY OF WEST ALLIS  
CLERK/TREASURER

RESOLUTION NO. 21013

By Public Works Committee

BE IT RESOLVED That the Mayor and City Clerk be and are hereby authorized and directed on behalf of the City of West Allis to enter into a lease agreement, a copy of which is attached, with the West Allis Auto Clubs Building Fund Committee, Inc., for the rental of City owned real estate located at 1721 South 100th Street, West Allis, for a period of twenty (20) years for the sum of one dollar (\$1.00) per year.

ADOPTED July 19, 1983

Eldon M. Birka  
City Clerk

APPROVED July 21, 1983

John F. Paulich  
Mayor