

Office of the City Attorney

Robert K. Weber
City Attorney



Scott R. Letteney
Deputy City Attorney

Nicole F. Loop
Assistant City Attorney

Stacey Salvo
Paralegal

April 21, 2008

SAM AZARIAN
AZARIAN WRECKING
726 WATER ST
RACINE WI 53403

Re: 20 Year Lease - 919 Marquette Street

Dear Mr. Azarian:

Enclosed please find a completed copy of the Lease Agreement. Thank you for your cooperation in this matter.

If you have any questions please call.

Sincerely,

Stacey Salvo, R/W-NAC
Paralegal

enc

cc: John Rooney, DPW
Kathy Kasper, Finance

City Hall
730 Washington Avenue, Room 201
Racine, Wisconsin 53403
262-636-9115
262-636-9570 FAX

Return to:
Racine City Attorney
730 Washington Av
Racine, WI 53403

LEASE AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2008, between CITY OF RACINE, a municipal corporation ("City"), and Sam Azarian and Steve Tajnai, jointly and severally (collectively referred to as "Lessees").

WITNESSETH:

WHEREAS, Lessees have requested permission to lease from City off-street parking space on the property commonly designated as 919 Marquette Street, Racine, Wisconsin, and described as follows:

West 110 feet of Lot 10, except the South 15 feet thereof, Block 23, Sages Addition, according to the recorded plat thereof. Said land being in the City of Racine, Racine County, Wisconsin.

PIN 276 0000 02833001

WHEREAS, under Resolution 07-0510 of November 20, 2007, the City has agreed to lease the requested area to Lessees under certain terms and conditions.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

City for and in consideration of the following covenants of Lessee does hereby grant permission for lease of the area specified above in accordance with Lessees' request on the following conditions:

1. The lease period shall be for a period of 20 years, commencing January 1, 2008 and expiring on December 31, 2027.
2. This lease may be terminated by either party upon providing six (6) month written notice of such termination.

3. Lessees agree to pay an annual rental fee of \$1.00 plus the stormwater fee which is assessed or assigned to this property. The rental fee shall be due and payable each January 31st for the prior year leasing period.

4. Lessees shall provide all day-to-day maintenance, including but not limited to snow removal, litter control, grass cutting, weed removal and snow/ice removal on the abutting public sidewalk in compliance with Racine Code of Ordinances § 82-109 and any other applicable ordinances.

5. Lessees shall be permitted to make capital improvements, but only upon obtaining prior approval of the Commissioner of Public Works. Upon expiration of the lease, all capital improvements shall be deemed a donation and/or gift to City.

6. In the event City terminates the lease prior to expiration, City agrees to pay to Lessees the cost of any capital improvements minus depreciation. In the event Lessee terminates the lease prior to expiration, Lessee agrees that any capital improvements have been donated/gifted to City.

7. Lessees agree to indemnify, defend and hold harmless City, its departments, officers, agents and employees from and against any and all costs (no limitation), damages, expenses or liability for personal injuries, bodily injuries, death or property damage arising out of the acts or omissions of the Lessees, its officers, employees, agents, volunteer workers, or frequenters of said area during the subsequent occupation, use and control by the Lessees of the property under this lease agreement.

8. Lessees agree to assume liability for any hazardous waste or environmental pollution contaminating the property arising out of the occupation, use and control by the Lessees of the property.

9. Lessees shall provide City with general liability insurance in the minimum amount of \$500,000 per occurrence, combined coverage, for this event, as evidenced by a proof of insurance submitted to City, and naming the City of Racine, its departments, officers, agents and employees as additional insured for purposes of the use of City's property.

10. This lease shall not be assigned, subleased or in any way transferred by Lessees to any other corporation, organization, individual, person or entity without receiving the prior written approval of City.

11. In the event that Lessees continue to occupy the subject premises beyond the period provided herein, City may at its sole option construe such holding over a month-to-month tenancy and under terms and conditions herein, and in such event it is hereby agreed that all covenants herein shall continue in full force and effect as long as such tenancy continues. During such holding over, the rental fee shall be paid monthly in advance, and prorated based on the rental fee for the previous calendar year.

12. All covenants herein shall continue in full force and effect as long as any such tenancy continues.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

(Lessees)

X *Sam Azarian*
Sam Azarian

X *Steve Tajnai*
Steve Tajnai

STATE OF WISCONSIN)
RACINE COUNTY)SS

Personally came before me this 14th day of April, 2008, Sam Azarian and Steve Tajnai to me known, and acknowledged execution of the foregoing instrument.



Cheryl Zamecnik
Notary Public, Racine County, WI
My commission expires/is: 5-11-08

CITY OF RACINE (Lessor)

By: *Gary Becker*
Gary Becker, Mayor

Approved as to form:

Robert K. Weber
Robert K. Weber
City Attorney
Res # 07-0510 of 11-20-2007

By: *Janice M. Johnson-Martin*
Janice M. Johnson-Martin, City Clerk