

**LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
MILWAUKEE YACHT CLUB**

This Lease Agreement ("Lease") is made and entered into effective January 7, 2017, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Lessor") and the MILWAUKEE YACHT CLUB ("Lessee"). Referenced together, the Lessor and the Lessee are "Parties" to this Lease.

RECITALS

A. The Parties entered into an agreement dated October 21, 1966, as amended on June 1, 1967 (the "Original Lease"), and as further amended on July 27, 1994 (the "1994 Amendment" and, together with the Original Lease, collectively, the "Lease Agreement").

B. The Lease Agreement provided that Lessee leases from the Lessor certain property described as "McKinley Marina" located in the City of Milwaukee (the "Original Leased Premises").

C. The Original Lease was for a term of 50 years. The Original Lease also provided that, upon expiration of the first 25 years, rent for the remaining 25 years was to be negotiated by the Parties.

D. The Milwaukee County Board of Supervisors, by adopted resolution (File No. 91-1021), approved certain amendments to the Original Lease which were memorialized in the 1994 Amendment.

E. The 1994 Amendment generally included the following provisions:

(i) extending the term of the Lease Agreement for an additional twenty-five (25) years from January 10, 1992, to January 9, 2017, with a renewal extension of twenty-five (25) years at the end of that time (the "Renewal Option"), and requiring the Lessee to exercise the Renewal Option two (2) years prior to January 9, 2017;

(ii) modifying rent payments such that total rent of \$1,070,300 was to be paid by Lessee during the next 25-years (the "1992-2017 Rent"), with rent for the term of the Renewal Option to be negotiated at that time;

(iii) rent to be used by the Lessee for major maintenance and improvements to the "McKinley Marina" (area bounded by the existing Government Breakwall on the East and the Flushing Channel on the West), with the Lessor determining the improvements;

(iv) Lessee receives one hundred (100) parking passes to one hundred (100) parking spaces in an adjacent fenced parking area and Lessee will pay Lessor \$10,000 annually for parking, with annual two percent (2%) increases;

(v) Lessee to spend a minimum of \$600,000 over 25 years for major maintenance and capital enhancements to the existing facility;

(vi) Lessee to develop a public service plan describing all public use of the facility and public events (the "Public Service Plan") and shall provide an annual report of said activities to the Lessor; and

(vii) expanding the non-discrimination/affirmative action terms of the Lease Agreement.

F. Under the 1994 Amendment, the Lessee was to pay \$150,000 as additional rent to the Lessor in 2008. The Parties agreed that such 2008 payment would be covered by Lessee paying for the dredging of the flushing channel. When the dredging was completed, the Lessee paid \$175,000 to the contractor and the Parties agreed that the additional \$25,000 that Lessee paid would be applied to the next additional rent payment of \$175,000 due in 2013. Despite the Parties' agreement, the Lessor did not apply the \$25,000 credit to the 2013 rent payment and, consequently, Lessee overpaid 2013 rent by \$25,000 (the "Rent Overage").

G. The Parties agree that the Lessee has paid all of the 1992-2017 Rent to Lessor and that the Parking Fees through the date of this Lease have been paid in full.

H. The Lessee timely exercised the Renewal Option and the Parties desire to enter into this Lease.

I. This Lease replaces the Lease Agreement and all other leases or agreements between the parties, and any such agreements are no longer in effect.

J. The Milwaukee County Board of Supervisors, by virtue of adopting Resolution ___ on _____, has authorized the Lessor to enter into this Lease with the Lessee for and on behalf of County.

K. Recognizing that entering into this Lease is advantageous to both Parties, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. **BUILDING AND PREMISES:** Lessee shall lease the land located at 1700 N Lincoln Memorial Drive in Milwaukee, Wisconsin, and more particularly described on **Exhibit A-1** attached hereto and incorporated herein by reference (the "Land"), together with any buildings, parking or other improvements located on the Land (the "Improvements" and, together with the Land, the "Leased Premises"), as depicted on **Exhibit A-2** attached hereto and incorporated herein by reference.
2. **TERM:** This Lease shall commence on January 9, 2017, and shall expire at 11:59 p.m. on January 9, 2042 (the "Initial Term"), unless sooner terminated as provided herein.
3. **RENEWAL:** Provided that Lessee (i) is not then in default under this Agreement, (ii) is maintaining and managing the Land and the Leased Premises as herein required, and (iii) is actively operating the Property for its intended purposes, after the Initial Term of the Agreement, Lessee shall have the option to extend the term of the Lease for one (1) additional twenty-five (25) year period (the "Renewal Term" and, together with the Initial Term, the "Term"). Lessee shall exercise such option by delivering written notice to Lessor not later than two (2) years prior to the expiration of the Initial Term. Lessor shall agree to accept Lessee's exercise of its option to extend this Lease by the Renewal Term as long as Lessee continues to use the Leased Premises for the Permitted Use set forth in this Lease and for no other purposes. The Parties agree that further negotiation regarding the terms and conditions of this Lease, including Rent (defined below), can be reopened at any time, for any reason, upon mutual consent of the Lessor and Lessee. At the end of the Initial Term or Renewal Term, as the case may be, title to the Improvements shall transfer to Milwaukee County.

4. RENT: The Annual Base Rent as more specifically described in **Exhibit B** – Rent Schedule, and any additional payments due under this Lease, shall collectively be referred to as “Rent.”
- a. The Rent shall increase every year the greater of either -
 - i. 2% above the prior year’s Rent, or
 - ii. The increase in the Consumer Price Index (CPI) up to 3% above the prior year’s Rent. The CPI used in this Section shall be for the annual CPI average for the prior year as posted in the Midwest region by the Federal Bureau of Labor Statistics, or whatever similar geographic region or federal agency exists at the time of calculation.
 - iii. The parties hereto acknowledge and agree that the rent escalation clause is intended to reflect ordinary increases or decreases in the Consumer Price Index as published by the Department of Labor of the United States government (“CPI”). In the event of an extraordinary increase or decrease in the CPI which for purposes of this paragraph is defined as an annual one year increase or decrease over the prior year that exceeds 10% of the prior year number, measured annually, then and in that event, the parties agree to enter into negotiations to adjust the annual rent escalation under this lease to account for the impact of the change in the CPI.
 - b. Lessee shall pay to Lessor, without demand, offset or delay, when due, Rent in advance on or before February 10th of each year throughout the Term (the “Base Rent”). Lessee shall pay Rent to Lessor at the address set forth in Section 28 hereof or another place designated by Lessor, without prior demand or notice. Rent for the Renewal Term shall be negotiated by the Parties after Lessee delivers notice to Lessor that it desires to exercise the option for the Renewal Term.
 - c. Notwithstanding the foregoing, in lieu of the payment of Base Rent in a given year during the Term, Lessee shall be permitted to submit to Lessor on or before May 1 of each year a list of capital improvements that Lessee intends to make to the Leased Premises in the following year. On or before May 31 of each year, Lessor shall, acting reasonably, approve or reject such planned capital improvements. If approved by Lessor, Base Rent for the following year shall be reduced, on a dollar-for-dollar basis, by the cost of the approved capital improvements made by Lessee to the Leased Premises. If all or any portion of the planned capital improvements are rejected by Lessor, Lessee and Lessor shall make good faith efforts to try to resolve the Lessor’s objection to such planned capital improvements. The Parties agree that eligible capital improvements may only be repairs or replacements to structural elements of the building including the roof, foundation, building mechanicals will be counted as a capital improvement that would reduce the amount of rent paid to the County. The Parties further agree that new docks are an ineligible capital expense and cannot reduce the amount of rent paid to the County.
 - d. The Parties agree that the Rent Overage shall be applied as a credit to Rent owed in 2018.
 - e. UTILITIES: Lessee shall pay all actual utility costs for the Property. “Utilities” shall include sewer, water, gas, telephone and electric. Any costs related to the installation, service, and maintenance of Utilities, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the Lessee, shall be the sole responsibility of the Lessee.

5. **PERMITTED USE:** Consistent with Milwaukee County ordinances and other applicable laws, Lessee shall use the Leased Premises as a yacht club and for the purpose of promoting community interest as outlined in the Lessee's Charter. The Leased Premises shall be utilized to provide a meeting place and facilities for the members of the Lessee and shall be made available to the public including groups interested in the practice and promotion of yachting and dissemination of nautical knowledge, all subject to reasonable rules and regulations promulgated by the Lessee. All charges for services and the use of the facilities on the Leased Premises available to the public shall be uniform and upon an equal basis, regardless of membership or nonmembership. The Lessor and City of Milwaukee shall have the right and privilege of entry by land or sewer at all times for the purpose of policing and assuring good order.
- a. **PUBLIC BENEFIT-ANNUAL REPORTS:** Within thirty (30) days after the conclusion of each anniversary of the date of this Lease, Lessee shall submit a written report to the County listing a description of the numbers and types of activities provided; the number of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.
 - b. **FOOD AND BEVERAGE SALES:** Lessee is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license in and on the Leased Premises. It is the responsibility of Lessee to manage the distribution of alcohol, and Lessee is solely responsible for any incidents involving alcohol sold by Lessee in and on the Leased Premises. Lessee shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.
 - c. **SIGNAGE:** Lessee may erect, affix or display signage on the interior and exterior of the Leased Premises relating to the use of and/or public access to the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Lessee hereby covenants and agrees that Lessee shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage.
 - d. **PUBLIC ACCESS AND USE OF THE PREMISES:** Lessee shall continue to comply with the Public Service Plan for the Leased Premises agreed to by the parties in the 1994 Amendment.
 - e. **SOUND/AMPLIFIED MUSIC RESTRICTION:** Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Leased Premises and environs. Events or performances with concert style amplification must be approved in writing by the County's Parks Director or his/her designee. All amplified music approved by the County's Parks Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.

- f. **CLEANLINESS, GARBAGE:** Lessee is responsible for maintaining the Leased Premises and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Lessee is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities. Lessee may contract with a commercial waste service and, upon coordination with the County, place a garbage container in a designated area of the Parking Lot (defined below).
- g. **PARKING:** Lessee and Lessee's employees, customers and invitees shall receive one hundred (100) parking passes to one hundred (100) parking spaces (the "Parking Spaces") in the fenced parking area adjacent to the Leased Premises (the "Parking Lot") upon execution of this Lease. The annual payment for the Parking Spaces is included in the Rent set forth in Exhibit B. Lessor reserves the right to regulate parking within the Parking Lot, including the right to preclude Lessee from parking in certain parking spaces or requiring Lessee and its employees to park their cars only in areas specifically designated from time to time by Lessor for that purpose. Automobile license numbers of Lessee's employees' cars shall be furnished to County upon County's request. Lessee shall not permit vehicles to be abandoned or stored in the Parking Lot.
- h. **COMMON AREAS:** Lessee and its employees, customers and invitees shall have the reasonable non-exclusive right to use, in common with Lessor and the other Lessees and occupants of McKinley Marina and their respective employees, customers and invitees and all others to whom Lessor has or may hereafter grant rights to use the same, the public portion of the Common Areas, as shown on **Exhibit A**. Lessor shall have the right to close any or all portions of the Common Areas to the extent as may, in Lessor's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Lessor shall at all times have full control, management and direction of the Common Areas. Lessee shall not cause or allow any storage of materials or equipment outside of the Leased Premises on any of the Common Areas. Lessor reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas; to close portions of the Common Areas for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas; to change the name of the Building; and to perform any other acts as Lessor in the exercise of its good and reasonable business judgment shall determine to be necessary or appropriate for the Building.

6. **MAINTENANCE AND REPAIRS:**

- a. **Lessee's Obligations for Maintenance and Minor Repairs:** Lessee shall maintain the Leased Premises in good order, including interior and exterior cleaning and janitorial services to the Leased Premises and any environs utilized by Lessee. Lessee shall be responsible for renovating and updating the Leased Premises to ensure that operation is in a manner compliant with applicable codes, laws, and regulations. Lessee shall make "minor repairs" to all plumbing, HVAC, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Leased Premises or to those installed by Lessee.
- b. **Lessee's Obligations for Major Repairs:** Lessee shall maintain in good order and make "major repairs" to any plumbing, HVAC, electrical and lighting, door latches and locks,

windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Lessee, its employees, invited guests, or patrons. Lessee shall further make all repairs or replacement, whether "major" or "minor," to any equipment, trade fixture, signage, or structural component, including plumbing, HVAC, electrical lighting, doors, windows and plate glass/plastic, which it has provided or caused to be installed or improved upon the Leased Premises. All repairs shall be done by licensed tradespersons, with oversight by the County's trades personnel. Lessee may contract with the County for repairs on a time and materials basis.

- c. County's Obligations for Minor Repairs: County shall have no obligation to make minor repairs to the Leased Premises.
- d. County's Obligations for Major Repairs: County shall have no obligation to make major repairs to the Leased Premises. County shall maintain and repair all parking areas (including, but not limited to, the Parking Lot and the Parking Spaces), public sidewalks, and all utility systems, unless otherwise herein defined, which serve the Leased Premises as a whole, but are not part of the Leased Premises.

7. IMPROVEMENTS:

- a. Prerequisites: Lessee's plans to renovate, improve and alter the Leased Premises hereunder are contingent upon Lessee obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Leased Premises. All costs associated the construction and renovation of the Leased Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Lessee.
- b. County Approval: Prior to the start of any major construction or major renovation of the Leased Premises for permanent improvements, including any subsequent major, permanent alterations or renovations, Lessee shall submit detailed construction plans and specifications to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Lessee's proposed contractor(s), for review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Submittals shall include, but not be limited to, shop drawings containing product information and materials and products and shall be approved by County, which approval shall not be unreasonably withheld, delayed or conditioned. County approval shall not be required for minor (non-permanent) construction or renovations that Lessee may make to the Leased Premises.
- c. Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all applicable statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Leased Premises. Lessee shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Leased Premises undertaken by or on behalf of Lessee. Any structures, alterations, additions or improvements installed on the Leased Premises by Lessee (including generic signage permanently affixed to the Leased Premises) shall become the property of County upon

the expiration or termination of this Lease. In no event shall Lessee make any major, permanent alterations or additions to the Leased Premises without the prior written consent of County as provided in Section 7.b. above, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter.

- d. **Builder's Risk:** For permanent, major construction or renovation to the Leased Premises as described in Section 7.c. above, Lessee or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during the construction period and is intended to terminate when the work has been completed and the alterations, additions or improvements to the Leased Premises are ready for occupancy. Prior to construction, Lessee shall supply the County Parks Director with written evidence of Builder's Risk insurance. Lessee shall not commence construction activities without written approval from the County Parks Director and his/her designee, which approval shall not be unreasonably withheld, delayed or conditioned. The County Parks Director shall provide a written response to the Lessee within thirty (30) days of receiving written evidence of the Lessee's Builder's Risk insurance documents.
- e. Intentionally deleted.
- f. **Licensed Tradespersons:** For permanent, major construction or renovation to the Leased Premises as described in Section 7.c. above, Lessee agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Lessee shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Lessee by County. Lessee shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as reasonably acceptable to the County.
- g. **Targeted Business Enterprise Goals:** For permanent, major construction or renovation to the Leased Premises as described in Section 7.c. above, Lessee shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals as described in Milwaukee County General Ordinances Chapter 42. The Milwaukee County Community Business Development Partners (CBDP) shall assist Lessee in soliciting potential TBE vendors for such improvements and monitor such goal attainment. CBDP is responsible for monitoring and enforcing the Milwaukee County Target Business Enterprise Program for inclusion of small business. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory. Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors/consultants are required to report payments received from the County and amounts paid to subcontractors/ sub-consultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one

hour webinar training. The County will enter the initial contract into the system, and the Prime will enter all subcontractors, including both TBE and non-TBE firms.

- h. Construction Documents: For permanent, major construction or renovation to the Leased Premises as described in Section 7.c. above, Lessee agrees that within sixty (60) days after the conclusion of each construction, renovation or improvement project, Lessee shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.
8. PERMITS, LICENSES, AND OTHER COSTS: Lessee shall procure, maintain, and pay the fees for all applicable federal, state, and local licenses and permits required for its activities.
9. COMPLIANCE WITH LAWS - ADA: Lessee shall, at Lessee's expense, promptly comply with all applicable laws, rules, and regulations made by any governmental authority having jurisdiction over Lessee's use of the Leased Premises pertaining to: (a) accessibility, ensuring that the Leased Premises are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 (collectively, the "ADA") and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Lessee's activities on the Leased Premises. Notwithstanding the foregoing, County acknowledges and agrees that Lessee is a private club and is exempt from compliance with the ADA and that, unless Lessee changes its purpose or use for the Leased Premises such that compliance with the ADA would be necessary, the County shall not enforce this provision against the Lessee during the Term.
10. COMPLIANCE WITH LAWS – NONDISCRIMINATION AND AFFIRMATIVE ACTION:
 - a. Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Leased Premises, and Lessee (or any person claiming under or through Lessee) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Leased Premises.
 - b. Non-Discrimination: Lessee certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as **Exhibit C** is an Equal Opportunity Certificate that shall be executed and delivered by Lessee simultaneously with the execution and delivery of this Lease.
 - c. Affirmative Action Program: Lessee certifies that it will exercise good faith efforts to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Lessee also agrees that in the event of

any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet the requirements of this subsection.

- d. Affirmative Action Plan: Lessee certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit.
 - e. Non-Segregated Facilities: Lessee certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
 - f. Reporting Requirement: When applicable, Lessee certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
 - g. Compliance: Lessee certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
11. INDEMNIFICATION: To the fullest extent permitted by law, Lessee shall indemnify the County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Lessee, its agents, or employees. Lessee shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
12. ENVIRONMENTAL INDEMNIFICATION: Lessee shall, to the fullest extent provided for under any applicable environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Lessee, or its agents, during the Term of this Lease. Lessee hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including, but not limited to, clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises by Lessee, or its agents, during the Term as described below.
- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

13. **INSURANCE:** Lessee agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Lessee's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this Lease. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this lease, unless otherwise specified by Milwaukee County's Risk Manager, in the minimum amounts specified in Exhibit D.

The Lessee shall cause its consultants, contractors and subcontractors to have and maintain insurance policies with at least the following coverages and limits: General Liability \$5,000,000 per Occurrence/\$5,000,000 Aggregate (which may be achieved by a combination of General Liability and Umbrella Liability coverage), WI Workers' Compensation Statutory Limit, Employer's Liability \$100,000/\$500,000/\$100,000, Automobile Liability \$1,000,000 per Accident, Professional Liability (if applicable, required for Construction Managers, Design-Builders, Architects, Engineers and Designers) \$2,000,000 per Occurrence/\$2,000,000 Aggregate, and Contractor's Pollution Liability (if applicable, required for General Contractor employed for major construction or major renovation project(s)) \$1,000,000 per Occurrence.

Lessee shall cause its consultants, contractors and subcontractors to name Milwaukee County as an additional insured on the General, Automobile, Employer's, and Contractor's Pollution Liability policies. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation and Contractor's Pollution Liability policies as respects to the services provided in this lease. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County. All Carriers must be approved to do business in the State of Wisconsin and be A rated or better per AM Best's Rating Guide. Certificates of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this lease.

14. **SECURITY:** Unarmed security personnel are permitted within the Leased Premises for the purposes of checking identification and general observation. Lessee shall be solely responsible for and assume all risks related to the security of the Leased Premises and use of security personnel.
15. **INSPECTION BY COUNTY:** County shall at all reasonable times upon at least 48 hours' advance written notice have the right to enter the Premises to inspect the condition thereof, provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Lessee's use of the Leased Premises.
16. **INTEREST:** Unless waived by County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin Statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
17. Intentionally deleted.
18. Intentionally deleted.
19. **NONEXCLUSIVITY:** This provision permitting collection of interest by the County on delinquent payments is not to be considered the County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the

County of any other remedy permitted under this Lease, including but not limited to, termination of this Lease.

20. **RIGHT TO AUDIT:** Lessee shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they reasonably demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Premises. Lessee shall maintain and make available to the County at the Premises the above described information for the duration of this Agreement and any Renewal Term after conclusion of the obligations and responsibilities of the Lessee described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the Lessee performing work on the Premises under this Lease.
21. **ASSIGNMENT AND SUBLETTING:** Lessee may not assign this Lease, in whole or in part, or sublease any part of the Leased Premises without the prior written approval of the County Parks Director or his/her designee.
22. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.
23. **TAXES:** The Lessee shall pay all license fees that may be exacted against it on account of its operations on the Leased Premises, and shall pay all real estate taxes and special assessments that may hereafter be lawfully assessed or charged against the Leased Premises, and all personal property taxes that may be lawfully assessed against all personal property on the Leased Premises.
24. Intentionally deleted.
25. **DEFAULTS & REMEDIES:**
 - a. Lessee's Defaults. Lessee agrees that any one or more of the following events shall be considered an "Event of Default" as said term is used herein:
 - i. Lessee shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for sixty (60) days after notice thereof to Lessee;
 - ii. Lessee fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such failure,

- iii. Lessee fails to perform any other covenant or condition of this Lease within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure and Lessee fails to proceed diligently to cure such failure.
- iv. Lessee ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Lessee's assets or Lessee's interest in this Lease.

Notwithstanding the foregoing, it shall not be an "Event of Default" if, pursuant to Section 4.c. above, Lessor has rejected all or any portion of Lessee's planned capital improvements, Lessee and Lessor are in good faith trying to resolve the Lessor's objection to such planned capital improvements, and Lessee has deposited into escrow the amount of Base Rent for the year for which the planned capital improvements are to be made in lieu of Base Rent.

- b. County's Remedies. Upon the occurrence of any Event of Default by Lessee, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:
 - i. County may terminate this Lease by giving to Lessee notice of County's election to do so, in which event the Term shall end, and all right, title and interest of Lessee hereunder shall expire, on the date stated in such notice;
 - ii. County may enforce the provisions of this Lease and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Lessee under any of the provisions of this Lease.
- c. County's Defaults. County agrees that the following shall be considered an "Event of Default" as said term is used herein:
 - i. County's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, and County fails to proceed diligently to cure such failure.
- d. Lessee's Remedies. Upon the occurrence of any Event of Default by County, Lessee shall have any remedy available at law or equity./

26. CASUALTY: If the Leased Premises is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and County may proceed to repair or restore the Leased Premises to the condition which County furnished to Lessee upon the commencement of the Term. County shall be under no obligation to restore any alterations to the Leased Premises made by Lessee unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Leased Premises are repaired as provided herein, then Lessee shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Lessee to at least a condition equal to that before its damage. If the Leased Premises or any part of it shall be rendered not leasable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Leased Premises which are not leasable shall be abated until the Leased Premises or such part thereof shall have been put in leasable condition.
27. AUTHORITY: If Lessee is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.
28. NOTICES: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or five (5) days after deposit with US Mail, postage prepaid, to the party addressed as follows:

To Lessee:

Milwaukee Yacht Club
 1700 North Lincoln Memorial Drive
 Milwaukee, WI 53202

To County:

Milwaukee County Dept. of Parks
 Parks Director
 9480 Watertown Plank Road
 Wauwatosa, WI 53226

With a copy to:

Milwaukee County Office of Corporation
 Counsel
 901 N. 9th Street, Room 303
 Milwaukee, WI 53233

Either party may designate a new address for purposes of this Lease by written notice to the other party.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Lessee: Milwaukee Yacht Club

By: _____ Date: _____

Lessor: Milwaukee County Dept. of Parks, Recreation & Culture

By: _____ Date: _____

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e):

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

Exhibit A-1
Legal Description of Leased Premises

That part of the southwest 1/4 section 22, township 7 north, range 22 east, bounded and described as follows:

Commencing at the northwest corner of said 1/4 section, running thence due east along the north line of said 1/4 section 417.58 feet to a point, thence south 16° 45' east 65 feet to the point of beginning of the area to be described, running thence north 73° 15' east 34 feet to a point, thence south 16° 45' east 22 feet to a point, thence north 73° 15' east 160.54 feet to a point, said point being in a line which is the northerly extension of the outside westerly face of the sea steel piling, thence south 14° 42' 22" east along said line which is the northerly extension of the outside westerly face of the sea steel piling 424.67 feet to a point, thence south 75° 17' 38" west 179.5 feet more or less to a point on the easterly edge of the sea wall, thence north 16° 45' west along said easterly edge of the sea wall 440 feet to the place of beginning.

EXHIBIT A-2
Depiction of Leased Premises

See attached

Exhibit B
Rent Schedule

Land and Improvements (estimated based on 2% annual increase):

Year	Annual Payment
2018	\$62,860.00
2019	\$64,117.20
2020	\$65,399.54
2021	\$66,707.53
2022	\$68,041.69
2023	\$69,402.52
2024	\$70,790.57
2025	\$72,206.38
2026	\$73,650.51
2027	\$75,123.52
2028	\$76,625.99
2029	\$78,158.51
2030	\$79,721.68
2031	\$81,316.11
2032	\$82,942.44
2033	\$84,601.28
2034	\$86,293.31
2035	\$88,019.18
2036	\$89,779.56
2037	\$91,575.15
2038	\$93,406.65
2039	\$95,274.79
2040	\$97,180.28
2041	\$99,123.89
2042	\$101,106.37

Parking:

Year	Annual Payment
2018	\$21,000
2019	\$21,420
2020	\$21,848
2021	\$22,285
2022	\$22,731
2023	\$23,186
2024	\$23,649
2025	\$24,122

2026	\$24,605
2027	\$25,097
2028	\$25,599
2029	\$26,111
2030	\$26,633
2031	\$27,166
2032	\$27,709
2033	\$28,263
2034	\$28,828
2035	\$29,405
2036	\$29,993
2037	\$30,593
2038	\$31,205
2039	\$31,829
2040	\$32,466
2041	\$33,115
2042	\$33,777

Exhibit C
Equal Employment Opportunity Certificate

[To be inserted]

Exhibit D
Insurance Requirements

Lessee shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal and Advertising Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Umbrella Liability Policy follows form to Employer's, General, Liquor, and Automobile Liability	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Liquor Liability	\$1,000,000 Per Occurrence
Automobile Liability – Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident
Property Insurance	Replacement Cost of Lessee Property on the premises, to include improvements and betterments.

Milwaukee County shall be named as an Additional Insured on the General, Liquor, Automobile, and Employer's Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this lease. The insurance requirements contained within this lease are subject to periodic review and adjustment by the County Risk Manager.