Memorandum

To: Common Council
From: Greg Keil, CDD
Date: January 12, 2012
RE: Valley Marine Mart Lease

Valley Marine Mart is not in agreement with the terms of the lease agreement as approved by the Common Council at its December 19, 2011 meeting. The owners of Valley Marine Mart have requested an opportunity to address the Common Council regarding this matter.

140 Main Street • Menasha, Wisconsin 54952-3151 • (920) 967-3650 • Fax (920) 967-5272
www.cityofmenasha-wi.gov

VALLEY MARINE MART LEASE

This lease is entered into between Valley Marine Mart, Inc., (hereafter referred to as "Valley Marine") as lessee, and the City of Menasha, a municipal corporation, (hereafter referred to as "City") as lessor. The terms of conditions of this lease are as follows:

1. Valley Marine shall lease premises including the property described as follows: Commencing at the southeast corner of Lot 9, Block 11, of the Original Plat of Menasha, City of Menasha, Winnebago County, Wisconsin, thence southerly along a line parallel to the east line of said Lot 9, 50 feet to the south ROW line of the vacated section of Water Street described in Doc. #743218, Winnebago County R.O.D., the point of beginning, thence continuing southerly 68 feet, more or less, to the north bank of the US Government Canal, thence westerly along the north bank of the said canal to a point intersecting with the west ROW line of Barlow Street extended from and parallel to said ROW line, thence northerly 65 feet, more or less, to a point intersecting with the south ROW line of the said vacated segment of Water Street, thence easterly 230 feet more or less to the P.O.B. Said area containing 19,590 sq. ft., more or less.
2. Valley Marine shall maintain and keep the premises in reasonable condition, including but not limited to the shore wall and structures and cutting the grass.
3. Any boats parked on premises must be parked in a neat and orderly fashion and appearance.
4. No vehicles other than boats or boat trailers may be stored or parked on leased premises.
5. The initial lease term will be from January 1, 2012 to July 1, 2013. After the initial lease term, this lease will automatically renew for successive one year terms from July 1 to June 30 unless written notice is given by either party to the other party not less than 60 days prior to the annual renewal date.
6. Upon default of any provision of this lease by Valley Marine, such as the failure of Valley Marine to insure, to make any payments due, the filing of a petition, voluntarily or involuntarily in bankruptcy, or the failure of Valley Marine to comply with any terms of this lease or its repayment agreement with the City, the City shall have the right to terminate the lease and to remove Valley Marine from the premises in addition to any other remedy available at law or in equity.
7. Annual rent from Valley Marine to the City will be $1782.00 with payments to be made quarterly due on January 1, April 1, July 1 and October 1.
8. Valley Marine shall indemnify and hold harmless the City of Menasha for all claims filed as a result of the use of leased premises by Valley Marine and shall file with the City of Menasha a Certificate of Insurance showing that Valley Marine has liability insurance in at least an amount of a $1,000,000 umbrella.

It is understood that the leased premises are part of City-owned land that is currently being considered for a number of potential uses. The existence of this lease shall not be construed such that Valley Marine receives a prescriptive right nor any other right to the use of this property for the future other than by the terms of this lease.

Dated at Menasha, Wisconsin this _____ day of _____, 2011

City of Menasha, by:

_____

Donald Merkes, Mayor

_____

Deborah A. Galeazzi, City Clerk

VALLEY MARINE MART, INC., by:

_____

Doug Bodway, President

_____

, Secretary

This document drafted by
City Attorney Pamela A. Captain