

Construction Staging Area License

This Construction Staging Area License, referred to herein as the License, is made by and between the City of Waukesha, referred to herein as the City; and Waukesha Lofts, LLC, referred to herein as Licensee. Together, City and Licensee are referred to herein as the Parties.

Recitals

Licensee will perform repairs and maintenance on the Waukesha Lofts Apartments at 444-456 Main Street, which at the rear abut the City's Riverwalk. In order to access the rear of the buildings, it will be necessary to place equipment and materials on the Riverwalk.

The City is willing to allow Licensee to occupy a portion of the Riverwalk for such purposes, subject to the terms of this License.

Therefore, the Parties agree and contract as follows:

1. City grants Licensee a temporary license to occupy and use that portion of the City's Riverwalk adjoining the Waukesha Lofts Apartments, as indicated on the attached map, as a staging area for equipment and materials and the performance of work in connection with repairs and maintenance to the apartment buildings. This area is referred to herein as the Staging Area. The license extends to Licensee's contractors, subcontractors, suppliers, and others whose presence is required for delivery, removal, use, or operation of such equipment and materials.
2. This license shall be effective until Licensee completes its repair and maintenance work or July 15, 2022, whichever occurs first.
3. Licensee shall have exclusive use and occupation of the Staging Area during the term of this License, and shall fence it and exclude the public from it; provided the City may enter on reasonable notice to inspect the Staging Area for compliance with this License.
4. Licensee shall place barricades and signage as necessary and required by law, and as directed by the City, to exclude the public from the Staging Area and to warn of the work being performed within it.
5. Licensee may not store, or allow the discharge of, any flammable, explosive, or hazardous materials on the Staging Area, including, but not limited to, fuels and lubricants; however, equipment, machinery, and vehicles having fuel or lubricants within them may be stored on the Staging Area.
6. Licensee shall indemnify and hold the City harmless from any damages, costs or other liabilities arising from any activities that are permitted under this License, including, but not limited to, personal injury, death, property damage, pollution, environmental remediation, court costs, and attorney fees.
7. Licensee shall not allow any lien to be placed on the Staging Area, shall immediately discharge any lien placed on the Staging Area, and indemnify and hold the City harmless from any liens, claims for liens, and any costs or liabilities in connection with any liens or claims for liens asserted against the Staging Area.
8. Licensee shall bear all risks of use of the Staging Area, including the provision of security. City shall not be responsible for security or for any theft, loss, or damage to items placed on the Staging Area pursuant to this License.
9. Licensee shall maintain public liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$5,000,000 umbrella, with the City as an additional insured. Licensee shall provide proof of such coverage to City.
10. Upon termination of this License, all items placed on the Staging Area pursuant to this License shall be removed from the Staging Area, and the Staging Area shall be restored to a condition acceptable to the City.
11. This License is not transferable, is personal, and is not a covenant running with the land.

12. This License may be revoked at any time upon reasonable notice by the City upon Licensee's violation of any term or condition.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Gina L. Kozlik, City Clerk-Treasurer
Date: _____

Waukesha Lofts, LLC

By: _____
Date: _____

Exhibit A

