

OPTION TO PURCHASE AGREEMENT

“The Rock” and “Ballpark Commons” Athletic Complex
7900 Crystal Ridge Rd, Franklin, WI 53132
Taxkey Numbers: See Exhibit A

For and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) (“Option Fee”) tendered herewith, Milwaukee County (the "County") does hereby grant unto BPC County Land LLC, a Wisconsin limited liability company and/or its successors or assigns ("Developer") an exclusive Option to Purchase (“Option”) the property at 7900 Crystal Ridge Road, Franklin, Wisconsin (the “Land”) more particularly described in Exhibit A attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted for the purpose of granting the right to Developer to acquire and develop the Property, repair and replace landfill gas systems on the Property, and accommodate County improvements to the Oak Leaf Trail (the “Project”).
2. **Acceptance Date.** The “Acceptance Date” shall be the date on which both parties execute and deliver this Option Agreement.
3. **Agreement to Sell and Purchase.** If Developer exercises this Option, the County shall sell to Developer and the Developer shall buy from the County, the Land along with all of the following (collectively, the “Property”):
 - a. All rights and appurtenances pertaining to the Land, including, without limitation, any and all right, title, and interest of the County in and to adjacent roads, alleys, streets and ways, and any easements or other rights appurtenant to the Land;
 - b. All improvements, structures, facilities and fixtures placed, constructed or installed on the Land (collectively, the “Improvements”);
 - c. All mechanical systems and related equipment owned by the County and attached to the Improvements or located upon the Land (the “Systems and Equipment”), including, but not limited to, all electrical systems, plumbing systems, heating systems, and air conditioning systems; and all machinery, equipment, fixtures and supplies located in or on and used in connection with the Land or the Improvements or the operations thereon;
 - d. The County’s interest in any warranties and guaranties relating to the Land or Improvements, to the extent the same are assignable; and
 - e. Any governmental permits, approvals, environmental monitoring requirements and obligations, and licenses owned or held by County in connection with the Land or Improvements, and the right to the use thereof, all to the extent the same are assignable.

- f. The Land may be modified, by mutual agreement of the parties, to accommodate public use and access, specifically related to an extension of the Oak Leaf Trail, or to reconfigure certain Root River parcels, in which event the parties shall provide a substitute Exhibit A to replace the initial Exhibit A.

The transaction contemplated herein shall not include the County's personal property or any other property not falling within the definition of Property herein (collectively, the "County's Personal Property").

4. **Purchase Price.** If the Option is exercised, the purchase price shall be Eight Hundred Forty Thousand Dollars (\$840,000.00), less the accumulated Landfill Operating Costs (as defined in the Contribution and Participation Agreement between Developer and County of even date herewith) paid by the Developer ("Purchase Price"), payable by certified check or wire transfer, subject to customary deductions and pro-rations in a commercial real estate transaction in Franklin, Wisconsin. Any Option Fees or Extension Option Fees paid by the Developer shall be credited towards the Purchase Price. The Purchase Price shall not be paid at closing, but shall be deferred until the term of the TID expires. Developer shall receive a credit or offset against the Purchase Price (the "Purchase Price Offset") equal to all Landfill Operating Costs paid by Developer during the term of the TID, but in no event shall the Purchase Price be less than One Dollar (\$1.00). Until the Purchase Price is paid in full, County shall have the right to review the accounting for Landfill Operating Costs and the Purchase Price Offset, as more particularly set forth in the Contribution and Participation Agreement.

5. **County's Deliveries.**

- a. **Due Diligence Materials.** Within thirty (30) days from the Acceptance Date, the County shall (at the County's sole cost) deliver or make available to the Developer copies of the following documents, to the extent they are in the County's possession and control (all such documents being referred to as the "Due Diligence Materials"):
 - (i) All tests, inspections, evaluations and/or reports relating to the Property, including but not limited to, environmental, structural, topographical and geological studies and reports.
 - (ii) All surveys, maps, site plans, architectural plans, specifications, and other drawings of the Property, and any as-builts, blueprints, warranties or owners' manuals relating to the Improvements.
 - (iii) All notices, orders or other communications by or between County and any federal, state, municipal, local, or governmental agency regarding the Property, including without limitation, the Wisconsin Department of Natural Resources.
 - (iv) Any appraisal of the Property from 2010 to the present.

In the event information contained in the Due Diligence Materials materially changes at any time prior to Closing, or in the event such documents require updating due to the passage of time, the County shall immediately update such information and provide revised documentation to Developer. Likewise, if at any time prior to Closing any additional Due Diligence Materials come into the County's possession or control, or otherwise become reasonably obtainable by the County or its agents, the County shall deliver same to Developer. All documents required to be provided under the foregoing provisions shall hereinafter be referred to as the "Additional Due Diligence Materials." If the County delivers any Additional Due Diligence Materials after the Developer has exercised its Option hereunder, the Developer may, in its discretion, cancel the transaction and the Option Fee shall be returned to the Developer.

- b. **Title Commitment.** After the Acceptance Date, the County shall diligently seek to obtain a title insurance commitment showing title to the Property as of a date that is no more than fifteen (15) days before the delivery of such title commitment (the "Title Commitment"). The Title Commitment shall be subject only to those liens which will be paid out of the proceeds of Closing (as defined herein). The Title Commitment shall be issued by an insurer licensed to write title insurance in Wisconsin that has been approved by the Developer. The County shall pay all costs associated with the Title Commitment and Developer's title policy (except endorsements, which shall be Developer's cost).

6. **Manner of Exercise.** The Developer shall exercise this Option by delivering a written statement to the Economic Development Director on or before the end of the Option Period (or any extension thereof). Throughout this Option, the term "Economic Development Director" means the Milwaukee County Economic Development Director or, if that position is vacant, means the Director of the Milwaukee County Department of Administrative Services

7. **Term.** This Option shall commence immediately upon the Acceptance Date and, unless terminated or exercised earlier pursuant to terms elsewhere in the Option, shall continue in effect for six (6) months (the "Option Period"). Unless otherwise specified in this Option, the Option Fee is nonrefundable. The Option Period may be extended by Developer for up to one (1) additional six (6) month period, with written notice by Developer to the Economic Development Director.

8. **Closing.** Provided that all of the conditions for closing hereunder have been satisfied, the closing ("Closing") shall occur within thirty (30) days from the date of the Developer's written statement to exercise the Option (the "Closing Date"), unless another date is agreed to by the parties in writing. The transaction shall be closed at the place designated by Developer. Occupancy of the entire Property shall be given to Developer at the time of Closing. The County shall remove all of the County's Personal Property from the Property prior to Closing. At any time after exercising this Option, Developer shall have the right to inspect the Property at reasonable times upon reasonable notice to determine if there has been a significant change in the condition of the Property. If Developer reasonably determines there has been a significant change in the condition

of the Property, Developer may, in its discretion, terminate this Option Agreement and forfeit the Option Fee.

9. **Due Diligence Review.** Prior to the end of the Option Period:

- a. The Developer and/or Developer's agents and representatives shall have the right, in compliance with all applicable WDNR regulations, to conduct any soil, environmental or other assessment of the Property that the Developer deems necessary including, any geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, indoor air, or any other material located on the Property (collectively together the "Soil/Environmental Assessments"). Developer shall pay all costs associated with the Soil/Environmental Assessments and restore any portions of the Property damaged by such tests (i.e., soil borings) to substantially the same condition as existing just prior to such Assessment within thirty (30) days. Developer shall, and shall request that its agents, representatives, and independent contractors, perform such work in a manner that does not unreasonably cause disturbance to the Property.
- b. Before the end of the Option Period, Developer may, in its sole discretion, conduct any other test, inspection or review of the Property (or any information related to the Property) or seek to obtain any financing, approvals, or other information relating to the Project, including, but not limited to, (i) inspecting the Improvements, the Property's mechanical and electrical systems, roof, structure and foundation; (ii) reviewing the Due Diligence Materials; and (iii) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental agency involving the Property or the Project (collectively, the "Due Diligence Review").
- c. Notwithstanding the provisions of this Section 9, before engaging in any Soil/Environmental Assessment on the site, the Developer shall submit its contractor's proposed work plan to the Milwaukee County Economic Development Director for approval as to the location of the proposed work (which approval shall not be unreasonably withheld, conditioned or delayed). The County shall require any contractor to produce a certificate of insurance complying with the requirements set forth in Exhibit B attached hereto.

10. **Closing Deliveries.**

- a. **Developer's Deliveries.** At Closing, or as otherwise provided herein, the Developer shall deliver the following:
 - (i) three (3) executed originals of the Contribution and Participation Agreement and any ancillary agreements described therein.

- (ii) three (3) executed originals of a Development Agreement (“Development Agreement”).
- (iii) three (3) executed originals of a Lease Agreement (“Lease”) for the areas in the Village of Greendale currently subject to the Sports Park Maintenance and Operations Services Agreement, but not subject to this Option Agreement.
- (iv) a landfill license transfer agreement approved by WDNR.
- (v) a modified landfill closure plan approved by WDNR.
- (vi) an Oak Leaf Trail Public Use and Access Easement.
- (vii) a Conservation Easement covering the primary environmental corridor as defined by SEWRPC, defined in Exhibit F.

b. County Deliveries. At Closing, County shall:

- (i) Deliver a Warranty Deed in recordable form warranting that title to the Property is free and clear of all liens and encumbrances except any of the following items identified in the Title Commitment to which Developer has not objected: any municipal and zoning ordinances and recorded agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and the general taxes levied in the year of closing.
- (ii) Complete and execute the documents necessary to record the conveyance at County’s cost, including the payment of the Wisconsin Real Estate Transfer fee, if any.
- (iii) Deliver an owner’s policy of title insurance (from the same insurer issuing the Title Commitment) in the amount of the purchase price on a current ALTA form (the “Title Policy”). The Title Policy shall be the evidence of the County’s title. The Title Policy shall be subject only to those items shown in the Title Commitment which Developer has expressly accepted. The Title Policy shall contain a “gap” endorsement or other equivalent gap coverage (at the County’s sole cost) to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the Title Commitment and before the deed is recorded. All other endorsements to the Title Policy shall be issued at the Developer’s sole cost. The County shall provide any affidavits or other documents required by the title company to issue the GAP endorsement (or equivalent coverage), to remove the applicable standard exceptions to title and/or to issue any endorsements reasonably requested by Developer.

- (iv) Any other documents reasonably requested by Developer's lenders or otherwise required for the financing for the Project.
- (v) Any other documents customarily associated with the sale of commercial real estate in Franklin, Wisconsin.
- (vi) three (3) executed originals of the Contribution and Participation Agreement and any ancillary agreements described therein.
- (vii) three (3) executed originals of the Development Agreement.
- (viii) three (3) executed originals of the Lease.
- (ix) an approved County Highway K de-commissioning document, as more fully described in Section 10(c)(ii).

c. **Additional Closing Terms.**

- (i) **Restrictions on Assignment.** This Option shall not be assigned by Developer without the written consent of the Economic Development Director, other than to an entity in which Developer or Michael Zimmerman has an ownership interest and controlling managerial authority. Any assignment of the Option by Developer in violation of this Section shall result in termination of the Option by County and retention of the entire Option Fee by County as liquidated damages.
- (ii) **Crystal Ridge Drive and Old Loomis Road.** The County, prior to closing, shall decommission Crystal Ridge Drive as a county highway, and those portions of Old Loomis Road, as requested by Developer, and obtain all other governmental approvals and conveyances so that those portions of Crystal Ridge Drive and Old Loomis Road shall be transferred over to the Developer.
- (iii) **Sports Parks Maintenance and Operations Services Agreement.** Upon transfer of Title to the Property, the Developer and Seller acknowledge that the Sports Park Maintenance and Operations Services Agreement ("Services Agreement") attached hereto as Exhibit C will be declared null and void pertaining to all areas of the Agreement including the ski hill in the Village of Greendale which is not subject to this Option Agreement. Only the land located in the City of Franklin, that is subject to the Services Agreement shall be transferred to Developer.
- (iv) **Property in Greendale.** Pursuant to Section 10(c)(iii) above, Developer's current Services Agreement will be terminated. The land in Franklin will be sold to Developer ("Franklin Land") under this Option Agreement, but the remaining land in Greendale will be retained by County ("Greendale

Land”). The Greendale Land may be subject to a storm water easement for the benefit of the Franklin Land in an area established by County and Developer prior to executing the Option. Developer shall be entitled to continue to use the Greendale Land pursuant to the terms of a new Lease.

- (v) Real Estate Proration. General real estate taxes and private and municipal charges, if any, shall be prorated at Closing. Special assessments levied or attributable to work actually commenced prior to Closing shall be paid by County no later than Closing. Any income, taxes or expenses shall accrue to the County and be prorated through the Closing Date.
- d. **Development Agreement.** The “Development Agreement” shall define the Developer’s development obligations on the Project including commitments to provide certain community benefits. The Development Agreement shall be negotiated by the Developer and the Economic Development Director prior to the exercise of this Option by Developer. After execution of the Development Agreement, a Memorandum of the Development Agreement shall be recorded with the Register of Deeds.

11. **County’s Warranties and Representations.** County hereby makes the following warranties and representations with respect to the Property:

- a. County has the full power and authority to enter into this Option and to close the transaction contemplated hereunder, pursuant to County Board Resolution _____ and pursuant to Wis. Stats. §59.17(2)(b)3 and that certification attached hereto as Exhibit E.
- b. To the best of County’s current and actual knowledge, County has not received, and County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
- c. Except as specified in Exhibit C, and other than this Option Agreement, County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Property.
- d. To the best of County’s current and actual knowledge, there are no service or maintenance contracts or equipment leases granting any person any rights to the Property after the Closing.
- e. To the best of County’s current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and County is not aware of any condemnation or

eminent domain proceedings being contemplated or threatened against the Property.

- f. Except for the conditions contained Res. 2017-7260, adopted by the City of Franklin Common Council on April 18, 2017, and the conditions contained in Res. 17-373, adopted by the Milwaukee County Board of Supervisors on June 22, 2017, the County is not aware of any outstanding permits, certificates, licenses or other similar approvals or authorizations that are required (but have not been obtained) for the transfer of all or any part of the Property under any federal, state or local law, ordinance, rule or regulation, or by any governmental or quasi-governmental agency having jurisdiction over the Property.
- g. Except for any requirements or restrictions imposed by the Wisconsin Department of Natural Resources or the City of Franklin, the County has no actual knowledge of any existing law, ordinance, governmental requirement or restriction that would prevent or limit the Project or the Property.
- h. To the best of County's current and actual knowledge, there are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders that are (i) attached or pending against or relating to the Property or the transaction contemplated herein; or (ii) attached or pending that could affect the Property or the transaction contemplated herein.
- i. To the best of County's current and actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws which have been (i) filed by County; (ii) contemplated by County; (iii) threatened against County; or (iv) which are currently pending against County in any judicial or administrative proceeding.
- j. Except as specified in Exhibit D, to the best of County's current and actual knowledge, (i) County has no knowledge of any Hazardous Material (as defined below) being or having been transported to or from, or generated, released, stored, or disposed of on or under the Property; (ii) County has no knowledge that the Property or any part of any Improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) County has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on or under the Property or any notice contrary to (i) and (ii) above; and (iv) no underground or above-ground storage tanks are or have been located on or under the Property.

For purposes of this Agreement, "Hazardous Material" means, without limitation, any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" (including toxic mold) or "known to cause cancer or reproductive

toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources. For purposes of this sub-paragraph, laws and regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001, et seq.; A.R.S. §§ 49-201(16), 49-901(3), and 49-921(5); and in the regulations adopted pursuant to such laws; and any substance or material which has been determined by a state, federal or local governmental authority with jurisdiction over the Property to be capable of posing a risk of injury to health or safety.

- k. To the knowledge of County, no brokerage fee, commission or finder’s fee of any type is due any person in connection with the transaction contemplated by this Option.
- l. The County has provided to Developer all Due Diligence Materials in its possession or control and the County shall maintain the repository of such documents.

All such warranties and representations of County, together with any others made hereunder, shall be reaffirmed to be true and correct as of the Closing Date to the same extent as the date of this Option. If any of the foregoing warranties and representations becomes untrue in any respect after the execution of this Option and is not cured by County (at no cost to Developer) on or before Closing, then Developer may elect to terminate this Option, in which event the Option Fee shall be returned to Developer.

12. **Property Condition.**

- a. Except as otherwise provided herein, County shall convey the Property in its "AS IS" physical condition with all faults and defects, known or unknown, including but not limited to environmental defects, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, except as otherwise provided herein or in the Contribution and Participation Agreement.
- b. County discloses that the Property may contain hazardous waste, building materials and other debris. Without changing the “AS-IS” nature of this transaction,

Developer is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the load bearing capacity of the soil. County assumes no liability regarding suitability of the subsurface conditions for Developer's intended use. Developer is encouraged to undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.

c. County shall not provide an updated survey of the Property.

13. **Audit.** The Developer shall allow the County, the Milwaukee County Audit Services Division, or any other party the County may name, when and as they demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Project in the Developer's possession. The Developer shall maintain and make available to the County the above described information for no less than three years after conclusion of the obligations and responsibilities of the Developer described herein and required by this Agreement. The Developer understands and will abide by all provisions of Chapter 34 of the Code of Ordinances. These requirements shall apply to any and all contractors and subcontractors to the Developer for the Project under this Agreement.

14. **ADA Compliance.** Developer agrees that the Project will comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

15. **Time is of the Essence.** It is understood that time is of the essence as to the provisions of this Option.

16. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Attention: Economic Development Director
Dept. of Administrative Services
Economic Development Division
633 West Wisconsin Avenue, Suite 903
Milwaukee, WI 53203

With copies to: Milwaukee County Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

To the Developer: BPC County Land LLC
[Address]

With a copy to:

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt (in the case of personal delivery) or on the date of their deposit in the United States mail (in the case of mailing).

17. **Default.** A material failure to perform any obligation relating to the purchase or sale of the Property after the Developer's exercise of this Option shall be a default which may subject the defaulting party to liability for damages or other legal remedies. If the Developer defaults on the terms of the purchase of the Property after the Developer's exercise of this Option, the County may, as its sole and exclusive remedies either (i) request the Option Fee as partial payment of the purchase price, or (ii) terminate this Option Agreement and sue for actual damages. If County defaults on the terms of the purchase of the Property after the Developer's exercise of this Option, the Developer may sue for specific performance or terminate this Option Agreement and sue for actual damages. In addition, either party may seek any other remedies available in law or equity.

18. **Special Conditions.**
 - a. **Force Majeure Delay.** If any party is delayed or prevented from the performance of any act required by this Option by reason of either fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

 - b. **Distribution.** The County and the Developer agree that the Developer (or its agents) may distribute copies of this Option to any potential lenders, investors or other persons interested in the Project, and to any appraisers, title insurance companies and other settlement service providers connected to the transaction contemplated herein or the Project.

 - c. **Dates and Deadlines.** Deadlines expressed as a number of "days" from an event, such as the calculation of the Option Period of the Closing Date, shall be calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.

 - d. **Counterparts.** The Option is executed in three (3) counterparts, each of which shall constitute one and the same instrument. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party.

 - e. **Further Assurance.** Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to time hereafter as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Option Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, The Developer has signed and sealed this Option this _____ day of _____, 20__.

DEVELOPER

BPC COUNTY LAND LLC

By: _____
Name:
Title:

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2017, Michael Zimmerman, to me known to be the Manager of BPC County Land LLC, and he executed the above and foregoing Option as the Manager on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
_____ County,
My Commission _____

IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf by the Milwaukee County Executive.

MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

Date: _____

Approved as to form: _____
Margaret Daun, Corporation Counsel

Approved as to availability of funds: _____
Scott Manske, County Comptroller

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2016,
_____, to me known to be the persons who executed the above and
foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
_____ County,

My Commission _____

Exhibit A

Tax Key #	Acreage (Approx.)	Restrictions
7448980001	81.478	Conservation Easement for PEC
7448985001	7.1416	
7448985002	10.7634	
7458999004	0.2771	
7450029000	0.9002	
7458998000	4.9952	
7448988000	0.8259	
7448989000	0.431	
7088996000	14.6257 (excluding portion including Root River N and W of site)	Conservation Easement for PEC
7088999000	6.1601	

Exhibit B

Developer 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 result from Developer’s activities, by whomever performed, in such coverage amounts as required and approved by the County. Developer shall cause its consultants, contractors and subcontractors to have and maintain in connection with any Remedial Work or Contemplated Improvements being performed at the Property one more insurance policies with at least the following coverage and limits:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation and Employers Liability & Disease	Statutory / Waiver of Subrogation \$100,000/\$500,000/100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire Legal, Liquor, Products & Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Umbrella Liability (Over General Liability, Employer’s Liability, and Automobile Liability)	\$5,000,000 General Aggregate
Automobile Liability – Bodily Injury & Property Damage All Autos Uninsured Motorist	\$1,000,000 per Accident Per Wisconsin Requirements
Contractor’s Pollution Liability	\$5,000,000 Per Occurrence \$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate

Milwaukee County will be named as an additional insured for the Contractor’s Pollution Liability, General Liability, Employer’s Liability, Automobile Liability and Umbrella Liability. A waiver of subrogation for the Contractor’s Pollution Liability, General Liability, Employer’s Liability, Automobile Liability, Umbrella Liability, and Workers’ Compensation by endorsement in favor of Milwaukee County shall be provided. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The Developer is required to evidence Contractor’s Pollution Liability insurance for any and all site development, construction and improvement activities, including the construction of the new Methane Control System, operation and maintenance of the Leachate System, Monitoring Wells, and Landfill cap, related to any work done at, or in relation to, the Property and Landfill.

Contractor's Pollution Liability shall be obtained on an occurrence based policy to include 10-year completed operations coverage. The definition of pollution on the Contractor's Pollution Liability policy shall include, and not be limited to, methane gas and leachate. The concussive / explosive effects of pollutants and/or methane gas shall be a covered event. The Developer and all contractors and all subcontractors shall be Named Insureds on the Contractor's Pollution Liability policy.

Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for each successive period of coverage for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

Exhibit C

Sports Park Maintenance and Operations Services Agreement

Exhibit D

Hazardous Waste Reports

Exhibit E

Certification pursuant to Wis. Stats. § 59.17(2)(b)3

Exhibit F

Conservation Easement