

COPY

LEASE

THIS LEASE, entered into this 7th day of February, 2002, by and between Milwaukee County, a body corporate duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and South Milwaukee School District, a body corporate duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessee").

WITNESSETH:

The parties mutually agree to terminate all prior leases and amendments relating to the property governed by this lease. The parties intend this lease to be the sole agreement governing the property referenced herein.

Lessor hereby leases to Lessee the following parcels of land shown on Exhibit A and B, which is attached hereto and incorporated herein:

- (a) The parcel designated on Exhibit A as "Requested Additional Land to be Leased";
- (b) The parcel designated on Exhibit B as "Current Leased Land Proposed for Modified Use," which modified use is depicted on Exhibit B;
- (c) The parcel currently leased to Lessee which is designated on Exhibit A as "Rawson Woods";
- (d) The parcel currently leased to Lessee which is designated on Exhibit A as "Baseball Diamond"; and
- (e) The parcel currently leased to the Lessee, which is designated on Exhibit A as "Right of Way."

Said parcels are leased for the rental of One Dollar (\$1.00) per year upon the following terms and provisions and Lessor and Lessee agree to abide by and perform each and every provision thereof.

1. Term: The term of the lease shall be for a period of Twenty (20) years commencing on February 1, 2002 and shall be deemed automatically extended for successive like periods of Twenty (20) years after a review by the Parks Director and a report to the County Board each year prior to the lease extension, to a total of sixty (60) years without any further action required on the part of either party hereto unless the Lessor shall notify the Lessee that it desires to terminate this lease upon the expiration of the then current term. The Lessor shall notify the Lessee no less than one (1) year before the end of the then current term of the intent to terminate the lease. In the event that the Lessor notifies the Lessee that

it desires to terminate this lease upon the expiration of the then current term hereof then this lease may only be terminated by adopted resolution of the Milwaukee County Board of Supervisors after a hearing at which the Lessee is permitted to appear and present evidence as to why this lease should not be so terminated. This lease shall be deemed terminated as provided by the adopted resolution except that there shall be a notice of at least 90 days to Lessee of said termination notice.

2. Use: The Lessee agrees to use the Leased Premises solely for education or recreation related functions and placement of infrastructure ancillary to such functions. Lessee agrees that the leased premises shall remain available to the public at all times consistent with school scheduling.

3. Lessee agrees that in the event the City of South Milwaukee extends 13th Street north from Rawson Avenue to meet with the leased premises, thereby providing vehicular access to the leased premises, the Lessee agrees to provide a permanent barrier to automobiles adjacent to that leased premise known as Rawson Woods. Construction plans for said barrier would be submitted to and approved by the Lessor prior to construction of barrier.

4. Any and all construction of improvements on leased premises shall conform to current Milwaukee County standards of Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE) as formulated by the Milwaukee County Board of Supervisors and administered by the Disadvantaged Business Division (DBD) of Milwaukee County. In addition, the Lessee shall have an Affirmative Action Program in place at time of planning and construction. These provisions may only be waived by action of the Milwaukee County Board.

5. Compliance with Law: The Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws which shall be applicable to the Leased Premises, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction thereof.

6. Utility Charges: The Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this lease, all utility charges of whatsoever kind or nature, all sewage use charges, and all other utility service expenses lawfully and reasonably assessed, levied or asserted against the Leased Premises as well as any new municipal charges levied or asserted against the Leased premises.

7. Maintenance and Repair: The Lessee, at its sole expense, shall maintain, replace, and keep in good order and repair, and in a clean, safe and sanitary condition, as determined by the Lessor, the entire Leased Premises. This includes all improvements from time to time located thereon, and all the appurtenances thereof, and all sidewalks, driveways, parking lots and passageways on, adjacent or appurtenant thereto, (to the extent the same

are subject to the Lessee's control, and exclusively service the Leased Premises). The Lessor shall maintain the woods on the leased premises.

8. Additional Rights of Lessor. Lessor and Lessee mutually agree that the Lessor shall not be liable beyond prorated forgiveness of rent for any interruption, lack of use of the Premises, inconvenience or acts that the Lessor must take as a result of maintenance and repair responsibilities in, on and around leasehold premises and as a result of lawful orders and/or compliance with Federal, State or local laws. Lessee agrees that Lessor may enter the Premises upon reasonable notice for purposes of inspection, testing, remediation, or such maintenance or repair that Lessor may determine is in the public interest. Lessee agrees to be liable for and pay for any and all costs arising out of intentional or unintentional environmental contamination caused by Lessee now or in the future.

9. Lessee shall be responsible for all approvals, which may be required from any regulatory agencies to do any construction within the floodplain. Evidence of such approvals shall be given to the Lessor prior to the start of construction.

INSURANCE AND INDEMINIFICATION

10. Property Insurance. Lessee shall, at its own cost and expenses during the Term of this Agreement, keep the Facilities insured against loss or damage by fire and such other contingencies included in an all-risk insurance policy covering the cost of the Facilities. Milwaukee County reserves the right to require the Lessee to upgrade insurance coverage's based on the review of the Risk Manager.

11. Waiver of Subrogation. Lessor and Lessee hereby waive and release all right of recovery against each other by way of subrogation or otherwise for any insured or self-funded loss by fire, extended coverage or other property coverage existing for the benefit of Lessor or Lessee with respect to the Premises. Such subrogation waivers shall apply to any property insurers and if required by insurers, notice of this waiver shall be given the insurers and said waiver obtained.

12. Claim Proceeds Distribution. Claim proceeds, including retentions and insurance recoveries, covering loss or damage to the Premises by fire or other property hazard, shall be payable to Lessee in accordance with the provisions in this Agreement for determinations of the appropriate use of the funds for repair or replacement of the Facilities.

13. Other Insurance. Lessee shall, during the entire Term of this Agreement, keep in full force and effect a policy of commercial general liability insurance with respect to Lessee's activities in and around the Premises in an amount of not less than \$1,000,000.00 combined single limit. From and after the Commencement Date of this Lease, lessee agrees to evidence and maintain proof of financial responsibility to cover

costs as may arise from claims of tort, statutes and/or vicarious liability arising from employees, officers or agents. Such evidence shall include insurance coverage for General and Liability coverage's as may be reasonably requested in writing by Lessor's Director of DOA, and as may be reasonably necessary from time to time to protect Lessor, to the extent Lessee has such obligation hereunder. Lessee may satisfy its insurance obligations hereunder by means of a blanket insurance policy maintained by Lessee in connection with other property insured by Lessee. Lessee shall also maintain insurance coverage for worker's compensation claims as required by the State of Wisconsin, including employer's liability. All liability insurance policies required hereunder shall be issued by a responsible insurance company or companies with a rating of "A" or better by Best's Rating Service or a comparable rating from an equivalent rating service if Best's shall cease publishing such ratings and shall name Lessee as the insured and Lessor as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company licensed to do business in Wisconsin and a copy of the paid-up policies evidencing such insurance or a certification of insurer shall be delivered to Lessor prior to commencement of the Term of this Agreement, and such delivery shall also be made upon renewal of such policies not less than ten (10) days prior to the expiration of such coverage.

14. Liability Release. To the fullest extent permitted by law, Lessee and Lessor shall be liable for their own acts and negligence and each agrees to hold the other harmless for any losses, damages, costs, or expense including but not limited to reasonable attorneys fees and litigation expenses paid or sustained by reason of tort and/or legal liabilities of the other.

15. Indemnification. In furtherance hereof, Lessee also hereby agrees to indemnify and completely hold harmless the Lessor, its agents, insurers and/or employees from and against all actions, claims, demands, damages, losses, liabilities, costs and expenses, including but not limited to attorneys' fees and expenses where any or all of such actions claims, damages, losses, liabilities, costs or expenses in any way arise out of or by reason of, in whole or in part, any third party claims for actions taken by Lessee, or Lessee's agents, which are not specifically granted by the Lessor to Lessee under this Agreement. In the event any lawsuit is commenced which names the Lessor as a defendant therein, the Lessor shall promptly tender the defense thereof to Lessee and Lessee shall promptly assume such defense with counsel selected by Lessee at its sole cost and expense. The Lessor shall promptly give notice to Lessee of any claim filed against the Lessor by such third party.

16. Environmental Requirements Lessee shall be responsible for any required repair, clean-up, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Lessee, its agents or

guests. Lessee shall indemnify, defend and hold Lessor Harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

“Hazardous Materials” means 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, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on the Leased Area or surrounding areas causes or threatens to cause a nuisance upon the Leased Areas or surrounding area and/or poses or threatens to pose a hazard to the Leased Area or surrounding areas or to the health or safety of persons on or about the Leased Areas; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyl’s (PCBs), asbestos or urea formaldehyde foam insulation.

“Environmental Requirements” means all applicable past present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders related to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemicals substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

17. Lessee agrees to develop a management plan in conjunction with Milwaukee county Parks for the designated area of Rawson Park, as described in the Southeastern Wisconsin Regional Planning Commission (SEWRPC) report entitled “A Regional Natural Areas Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin”. Lessee also agrees to abide by the management plan when completed.

18. Equal Employment Opportunities. In accordance with Section 56.17 of the Milwaukee Lessor General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Lessee Certifies to Lessor as to the following:

a) 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.

An Equal Employment Opportunity Certificate shall be executed and delivered by Lessee simultaneously with the execution and delivery of the Agreement.

b) Affirmative Action Program: Lessee certifies that it will strive 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 all requirements.

c) 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.

d) 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.

e) Affirmative Action Plan: Lessee certifies that if it has 50 or more full-time employees, it has filed or will develop and submit (within 120 days of execution of this Agreement) 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 or the State of Wisconsin, or the Milwaukee Lessor Department of Audit, Room 319 Courthouse Annex, 907 North Tenth Street, Milwaukee, Wisconsin 53233.

f) 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.

19. Prohibited Practices. During the term of this Agreement, Lessee shall not hire, retain or utilize for compensation any member, officer or employee of the Lessor or

any person who, to the actual knowledge (without inquiry) of Lessee, has a conflict of interest.

20. Code of Ethics. Lessee hereby acknowledges that portion of Lessor's Code of Ethics, which states in part: "No person may offer to give to any Lessor officer or employee or his immediate family, and no Lessor officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

21. Liability. There is no responsibility/liability on the Lessor except for acts by the Lessor or agents of the Lessor, and then only to the extent of actual cost of repair, which the Lessor may have verified by a mutually agreed upon independent third party.

22. Permits. The Lessor has no responsibility to secure for, or on behalf of Lessee any building permits, zoning changes or other permits which are needed by Lessee for their proposed business operation, future installations and/or maintenance unless and only to the extent that the Lessor is the Agency that issues such building permits, zoning changes or other permits. At Agreement inception, Right of Entry Permits to Park Land are the only items of this nature that the Lessor issues.

23. Approvals. All approvals are subject to there being no conflicts with other existing zoning regulations, laws, applicable rules or regulations, or other factors beyond the reasonable control of the Parks Department. Lessee will indemnify the Lessor for actions taken by Lessee or Lessee's agents in this regard.

24. Utilities. Lessee is to be responsible for locating and plotting utilities and other infrastructure of the Lessor and others that may be present in the area and which may be impacted by Lessee's operations, activities and rentals. Lessee is also responsible for any damage to these items caused by operations, programming and rentals and also maintenance and repair work done by the Lessee under cover of this Agreement.

25. Suitability. The Lessor makes no representation as to the suitability of the Premises for the Lessee's uses. Lessor will not be responsible for any costs for remediation, modification or improvement to permit the Lessee to conduct business under this Agreement. The Lessor will not be responsible for any costs directly or indirectly related to the Lessee's activities and/or operation except as otherwise provided in the Agreement. Lessor has no notice or knowledge of any building code violation, or violation of any other statute, law, ordinance, restriction, rule or regulation affecting the property, including without limitation environmental laws, statutes, rules, regulations, ordinances or guidelines or of any claim, action, suit or other knowledge of any condition or matter which would render the Property unsuitable for Lessee's Intended Use.

26. Taxes. The Lessee is fully responsible for any taxes which may become due and payable as a result of activities covered under this Agreement including, without limitation, State Sales Tax, Use Tax, Permits, Special Levies, Property Taxes and all other taxes that apply as a direct result of the Lessee's activities or because of any use that is now or in the future determined to be a commercial or non-tax exempt use of the Leased Premises.

27. Lessor Expenses. Lessee may request Lessor to perform services in addition to those described in this agreement. Such services, if provided by Lessor, shall be reimbursed by Lessee to Lessor at actual cost unless some other amount is agreed to between the Parties. However, Lessee and Lessor may waive the written approval for amounts under \$1,000. In the event verbal approval is given for services under \$1,000 and disputed by Lessee, future requests will require written approval.

28. Safety and Security. The Lessee assumes full responsibility for safety and security of the Premises, including but not limited to adequate security and, as necessary, police services at events and activities and also electronic monitoring of the building for fire and break-ins. Such electronic monitoring shall either be direct to the police and fire department or shall be a service that has ready access to those services.

29. Lessee is prohibited from charging admission to the leased premises without prior written approval of the Lessor.

30. Concessions shall not be sold within the leased premises without prior written approval of the Lessor.

31. Cooperation. The Lessor and the Lessee agree to work together in good faith to ensure that community programming is continued and expanded and that problems and disputes are resolved.

32. Additions, Changes, Alterations and Demolition: After February 1, 2002, the Lessee shall not construct any new improvements upon the Leased Premises, demolish improvements upon the Leased Premises, and/or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without approval of the County Board of Supervisors and the County Executive. All plans for improvements to the property must be reviewed and approved by the Department of Public Works. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. The Lessee will schedule weekly construction meetings to review the progress of the project. The Lessee shall inform the Lessor of the meetings and allow the Lessor to inspect the sight to assure that the plans and specifications are being followed. The Lessor retains the right to stop construction if the plans and specifications are not within the guidelines approved by the Department of Public Works. Any improvements or additions upon the Leased Premises at the expiration of this lease shall be deemed part

of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee expected.

Lessor agrees to permit sewer and water laterals to be constructed to the structures to be constructed by Lessee, adequate to service the leasehold improvements constructed by Lessee, including but not limited to, restroom and kitchen facilities. Such utilities shall be separately metered. Lessee shall bear the cost of installation.

Trade Fixtures: (a) The Lessee may during the term of this lease install such fixtures, equipment and appliances as may be reasonable necessary for the conduct of its business upon the Leased Premises with the approval of the Lessor.

(b) The aforesaid fixtures, equipment and appliances may be affixed to or servicing the Leased Premises and the Lessee may remove the same at will, and shall remove the same at the termination of this lease if so requested by the Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of the Lessee. Any fixtures, equipment or appliances referred to herein not removed as herein permitted or required shall, at the option of the Lessor, be deemed abandoned by the Lessee, to be disposed of by the Lessor at its sole property.

33. Mechanic or Construction Liens: The Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials. The Lessee may contest any lien or other obligation referred to herein by making the deposits or taking the action permitted for the contesting of taxes under the provisions of this lease, or taking such other action permitted by law, provided that in any event, the Lessor is reasonably satisfied that the Leased Premises and the Lessor are secured from loss or damage.

34. Lessor's Entry for Inspection: The Lessor, or its representatives, shall have the right, at reasonable hours, to enter upon the Leased Premises for the purposes of examining and inspecting the same, said inspection, however, shall not unreasonably interfere with the business of the Lessee.

35. Warranty of Quiet Possession: The Lessor hereby warrants and covenants that it has good and marketable title, subject to any deed restrictions or easements of record, to the Leased Premises and has full authority to execute this lease and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and

keeping all of the covenants and conditions of this lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

36. Damage by Fire or Other Casualty: (a) In the event the Leased Premises (or any improvements now or hereafter located thereon) are damaged by fire or other casualty the same shall be repaired as quickly as is practicable by the Lessee and paid for from the proceeds of the insurance procured by the Lessee pursuant to Paragraph 11 hereof.

(b) In the event of such damage, the Lessee shall undertake to repair the Leased Premises, and shall pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods, but the Lessee shall not be liable for any delays or interruptions as may be occasioned by strikes, casualties, inability to obtain critical materials, governmental regulations, or by any other causes or events beyond the control of the Lessee.

(c) Casualty. If the South Milwaukee School District building or related infrastructure (Leased Premises) is damaged or destroyed in whole or in part by fire or any other cause whatsoever during the term of this Lease, this Lease shall continue in full force and effect without any abatement in rent, taxes, charges or other obligations of South Milwaukee School District referred to in this Lease, and South Milwaukee School District shall have the right to take all insurance proceeds and, with all reasonable dispatch and diligence, rebuild, restore and/or repair the Leased Premises to substantially the same condition that existed just prior to its damage or destruction, or to elect to terminate this Lease by written notice to County within sixty (60) days after the occurrence of the damage or destruction. If South Milwaukee School District elects not to rebuild, restore and/or repair the Leased Premises, then all insurance proceeds shall go directly to the County for the County's use, as it so desires.

37. Assignment and Subletting: The Lessee shall not assign this lease nor sublet any portion of the Leased Premises without the prior written consent of the Lessor.

38. Abandonment of Lessee's Property: If, upon termination of this lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it within ninety (90) days after notice to the Lessee specifying the items not removed by it, the same shall be deemed abandoned by the Lessee and shall become the property of the Lessor.

39. Holding Over by Lessee: If the Lessee holds over or remains in possession or occupancy of the Leased Premises after the expiration of this lease, such holding over or continued possession or occupancy, if rent is paid by the Lessee and accepted by the Lessor for or during any period of time it so holds over or remains in possession or

occupancy, shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either the Lessor or the Lessee giving to the other ninety (90) days' written notice.

40. Surrender at Termination: At the termination of this lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee. At the Lessors option, South Milwaukee School District will either turn over any buildings, associated appurtenances, access improvements and utility improvements to the Lessor; or at the South Milwaukee School District sole expense, demolish and remove all improvements and restore the site to its original condition or such other conditions as the Lessor and Lessee may agree.

41. Lessor's Right of Termination. Upon the concurrence of any default, and if such default or failure shall continue for ninety (90) days after written notice thereof shall have been received by Lessee, or if such default or failure is not of a type that can be reasonably be corrected within ninety (90) days, and if Lessee has not proceeded to the curing thereof within a period reasonably required for curing the same then the Lessor may terminate this lease by adopted resolution by the County Executive and the County Board of Supervisors subject to the following restrictions and conditions: (1) Lessee shall be sent a notice by the Lessor pursuant to the Notices Section that the matter is under consideration by the County and such notice shall include the time, date and place of the public meetings on the matter; (2) Title to any Facilities, improvements, fixtures, equipment and other property installed in or upon the Premises by the Lessee shall remain in Lessee until the expiration or termination of the lease. Upon expiration or termination of this Lease, Lessee shall be entitled to remove all or any part of the fixtures, equipment and any other property used in connection with the operation of the Facilities or activities incidental to such operation and Lessee shall repair any damage created by such removal. Lessor shall take Property, upon expiration or termination of this lease, in an "AS IS, WHERE IS" condition, or at the option of the Lessor, require Lessee to raze the facilities and restore to a safe and sightly condition with clean fill and seeding at the expense of the Lessee. New improvements as used in this Section means improvements made after the execution of this Lease. (3) Lessee, in entering into this Lease, agrees that such termination by Lessor as herein provided is binding, is not subject to appeal or litigation by Lessee and Lessee is not entitled to and will not claim or pursue any compensation or damages other than that compensation which is herein provided. If Lessor terminates this Lease under Section 1, the provisions of this section shall not apply.

42. Notices: Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail to the respective addresses set forth below:

If to Lessor: Director of Parks, Recreation and Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226

If to Lessee: Superintendent, School District of South Milwaukee
1225 Memorial Drive South Milwaukee, WI 53172

Either party may be like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

43. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Milwaukee County Director of Parks, Recreation and Culture.

44. General: No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant term or condition of this lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammatical changes required to make the provisions of this lease apply to the plural sense where there is more than one lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State in which the Leased Premises are located shall govern the validity, performance and enforcement of this lease. The headings of the several articles contained herein are for the convenience only and do not define, limit or construe the contents of such articles.

45. Counterparts: This lease may be executed in two or more counterparts, each of which shall be deemed an original, and one of which shall be filed with the Milwaukee County Clerk.

46. Successors and Assigns: Except as otherwise herein provided, this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

47. Storm Water Utility Fees: The County shall be exempt from the imposition of any storm water management fees in the City of South Milwaukee, in perpetuity, for the land owned by the County and used for County park purposes. In the event that any land presently used for County park purposes is sold, leased or traded to any other individual or entity other than the County or in the event that the property is no longer used for park purposes, the exemption from storm water management fees shall terminate for that specific land only. In the event that the County acquires additional land for park purposes, it shall likewise be exempt from the imposition of storm water management fees on the terms and conditions as stated herein. This section shall exist in perpetuity and survive any contingencies, total or partial revisions of land, default of other provisions or, without limitation, any other change or modification to this Agreement, including termination of the rest of this Agreement, amendment to this Agreement (unless specifically addressed in the amendment), and any and all challenges by the City or its agents, or any third Party. In the event that the City of South Milwaukee imposes such fees on County parkland, the School District agrees to pay such fees now and in the future.

This agreement will become effective upon execution of this agreement after publication of the adopted resolution, provided that Risk Management and Corporation Counsel of Milwaukee County have reviewed and approved the contents of the agreement.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

In Presence of:

MILWAUKEE COUNTY

Dorothy Bozich

By: Susan L. Baldwin
Susan L. Baldwin, Director
Parks, Recreation and Culture

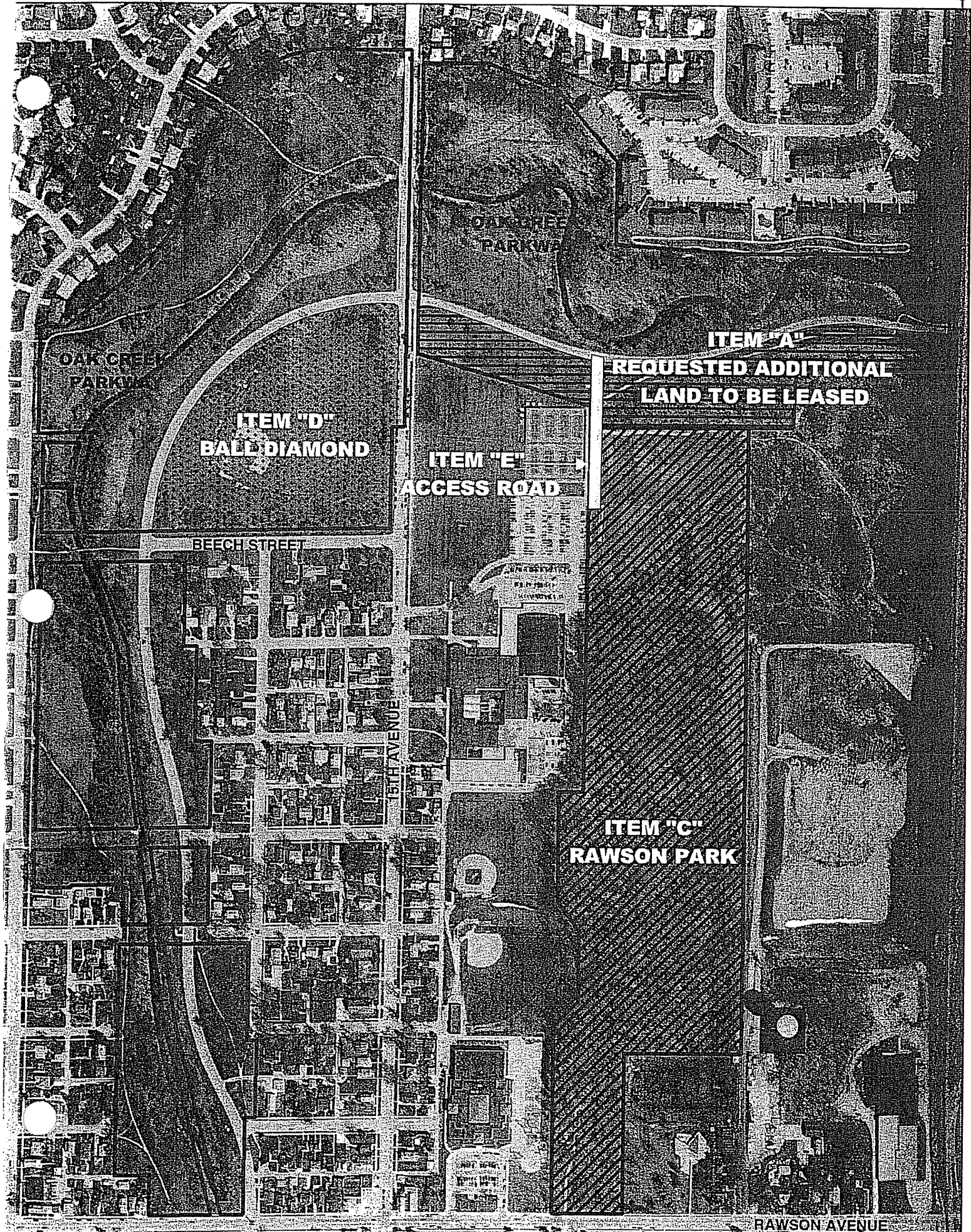
School District of South Milwaukee

J. Schildt

By: David Ewald
David Ewald, Superintendent, School District
of South Milwaukee

Approved as to form by Corporation Counsel Reviewed by Milwaukee County Risk Manager

Mark A. Brady J. Schildt 4-11-02
4-11-02



460 Feet

OAK CREEK PARK

OAK CREEK PARK

ITEM "D"
BALL DIAMOND

ITEM "E"
ACCESS ROAD

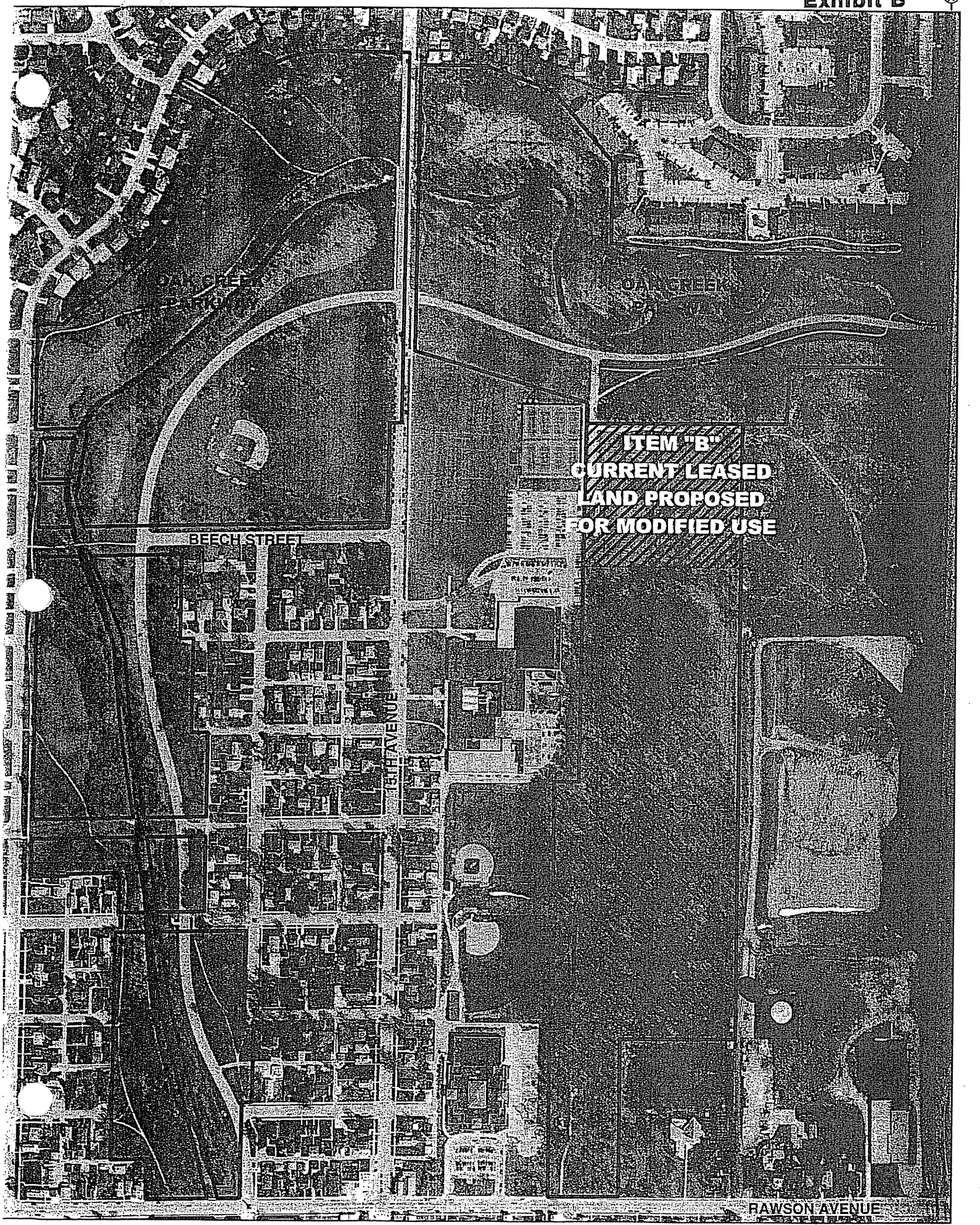
ITEM "A"
REQUESTED ADDITIONAL
LAND TO BE LEASED

BEECH STREET

15TH AVENUE

ITEM "C"
RAWSON PARK

RAWSON AVENUE



ITEM "B"
CURRENT LEASED
LAND PROPOSED
FOR MODIFIED USE

BEECH STREET

13TH AVENUE

RAWSON AVENUE