

LEASE

COPY

THIS LEASE is made this 7th day of JULY, 1998, by and between MILWAUKEE COUNTY, a municipal corporation ("County") and CUDAHY SPORTSMEN'S CLUB ("CLUB").

WITNESSETH

IT IS AGREED by and between the parties, each in consideration of the covenants and agreements of the other:

ARTICLE I

THE LEASED PREMISES

Section 1.01. The Leased Premises. County hereby leases to CLUB and CLUB leases from County, the real estate (the "Leased Premises") located in Warnimont Park in the City of Cudahy, County of Milwaukee, Wisconsin as shown on Exhibit A, attached hereto, including all easements, improvements, covenants, appurtenances, hereditaments, fixtures, rights and privileges thereto belonging. County hereby grants to CLUB at all times during the Lease Term the right of pedestrian and vehicular ingress and egress by CLUB, its employees and invitees to the Leased Premises, and CLUB shall provide County keys as required by County to any locked gates which would block direct access to the Leased Premises. The Leased Premises shall only be used by CLUB for the purpose described in Section 1 of this Lease.

Section 1.02. Easement. County hereby grants to CLUB a temporary easement for the sole purpose of maintaining, repairing and restoring the existing structures and installations and operating a trap shooting club. CLUB shall have the right to enter the Easement/Lease Area (but not the adjacent land) for any of the foregoing purposes. Within the Easement Area, CLUB shall be entitled to limit the height of trees and underbrush so that the same shall not interfere with the safe operation of a trap shooting range. Such maintenance shall be subject to the review, approval and supervision of the County. This Easement shall run with the Lease and will terminate at the end of the Lease Term, the Lease Term extended, or the termination of the Lease.

Section 1.03. Subleasing. CLUB shall not sublease, rent or otherwise transfer any rights granted under this Lease to another Party under any conditions.

Section 1.04. Use of Lease and Easement Areas. CLUB shall only use the lease and easement areas for purposes of operation of a trap shooting club, associated trap shooting meets, open trap shooting and official CLUB activities. Individual members of CLUB shall not use Leased and Easement Areas for private activities. Except when the land area is in use for approved CLUB activities as herein stated, such area shall be open to the general public as has been the practice. Buildings and storage facilities shall be kept securely locked to prevent access by the general public. The general public shall not be charged for use of the leased area for general park activities when the area is not in use for trap shooting activities.

Section 1.05. Compliance With Rules and Regulations. CLUB shall comply with all Federal, State and Local laws, rules and regulations now or hereafter in effect regarding operation of a club, trap shooting facility, and any and all other uses and activities undertaken by CLUB under the cover of this Lease. This specifically includes laws rules and regulations regarding discharge of firearms and type of ammunition used (without limitation, but specifically including laws, rules and regulations regarding the use of lead shot).

Section 1.06. Type of Shooting Permitted. CLUB shall only permit trapshooting for its members, guests, invitees and the general public. Trapshooting means the use of shotguns with trap loads. Rifles, pistols, automatic weapons, shotguns using slugs and the like are prohibited except by on duty Police Officers, Sheriff's Deputies and other official Law Enforcement Officers who are participating in an an official department/agency authorized and supervised training exercise. Such usage must be done while the Officers are on duty and is subject to all applicable Federal, State and Local laws, Rules and Regulations. CLUB shall keep a record of all such usage and report such usage to COUNTY and Cudahy Police Department at least five (5) working days in advance of each activity or event. COUNTY reserves the right to prohibit such usage or impose any restrictions COUNTY deems necessary without limitation. Records shall be kept for a period of not less than five (5) years and be available for inspection by COUNTY upon request. Private security officers, guards, militias, private clubs, private clubs composed of Law Enforcement Officers and others are restricted to shotgun trap shooting.

Section 1.07. Prohibited Activities. CLUB may not store live ammunition and/or firearms on the leased premises unsupervised/unattended. In addition, CLUB may not use leased premises to engage in the sale or transfer of firearms.

Section 1.08. Reporting. CLUB provides important community service, including providing training facilities for law enforcement, hunter and gun safety classes and other activities. CLUB shall annually, provide COUNTY a report describing the year's activities.

ARTICLE II

CONSTRUCTION

Section 2.01. Construction of Additional Facilities by CLUB. CLUB shall at its own cost and expense, construct any improvements on the leased premises as may be approved by County in writing from time to time. All of the existing improvements, together with any and all additional improvements which may be approved by the County from time to time, installed on the lease and easement areas are hereinafter collectively referred to as the "Facilities".

CLUB acknowledges that it shall be the sole responsibility of CLUB to secure all easements, permits, licenses and approvals required for any construction of Facilities.

Notwithstanding anything to the contrary contained herein, if CLUB determines that the Leased Premises are unsuitable for the construction of the Facilities and the use set forth herein or if CLUB is unable to obtain any easements, permits, licenses and approvals required for the construction and/or use of the facilities, then CLUB shall have the right to terminate this Lease by written notice to the County, provided, however, that CLUB shall reimburse County for any and all out of pocket expenses incurred by the County prior to the date of termination of Lease. The parties acknowledge that CLUB shall make or cause to be made inspections, studies, tests and evaluations of the leased premises as CLUB may consider appropriate or desirable to determine the suitability of the Leased Premises for the for the construction and use of the Facilities. CLUB agrees that prior to commencement of construction it shall perform the foregoing and shall obtain all easements, permits, licenses and approvals as may be required prior to the commencement of construction. This work shall be accomplished at CLUB's sole expense. CLUB shall provide County with copies of all test results and/or site reports.

Section 2.02. Minority or Disadvantaged Businesses. CLUB agrees that the installation of the facilities shall be performed in a manner consistent with CLUB's standards, policies and procedures for Minority or Disadvantaged Business participation.

Section 2.03. Equal Employment Opportunities. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, CLUB Certifies to County as to the following:

- 1) Non-Discrimination: CLUB 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. CLUB 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 CLUB simultaneously with the execution and delivery of the Lease.

2) **Affirmative Action Program:** CLUB 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. CLUB 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.

3) **Non-Segregated Facilities:** CLUB 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.

4) **Reporting Requirement:** When applicable, CLUB certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

5) **Affirmative Action Plan:** CLUB certifies that if it has 50 or more employees, it has filed or will develop and submit (within 120 days of execution of this Lease) 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 County Department of Audit, Room 319 Courthouse Annex, 907 North Tenth Street, Milwaukee, Wisconsin 53233.

6) **Compliance:** CLUB 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.

Section 2.03. County Expenses. CLUB shall reimburse County for costs of surveys, testing and other out-of-pocket expenses incurred and paid by County to third parties in conjunction with any construction of facilities by CLUB, which construction may be approved by County from time to time. CLUB must agree in writing to any such expenses at the time that any construction is requested.

ARTICLE III

TERM

Section 3.01. Term of Lease. The term of this Lease (the "Term") shall be one (1) year, beginning on January 1, 1998 and ending at midnight on December 31, 1998.

Section 3.02. Options to Renew. This lease will be automatically extended annually for a one year term under the same Terms and Conditions based upon mutual agreement of both Parties except as provided under Section 4.01 Rent. This lease will not be renewed if either Party notifies the other Party on or before November 30 of the then current Lease Year that this Lease is not to be extended. If either Party wishes to change any Terms and/or Conditions of this Lease (except for rent as provided under Section 4.01 Rent), a written notice to that effect stating the proposed conditions and requesting renegotiation of the Lease renewal shall be sent by the requesting Party to the other Party no later than October 15 of the then current Lease Year. Notices, if any, shall be as provided under Section 12.03, Notices.

ARTICLE IV

RENT

Section 4.01. Rent. CLUB shall pay to County, addressed to Director, Milwaukee County Department of Parks, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, or at other such place as County shall direct by notice to CLUB, annual rent of Three Thousand Dollars (\$3,000.00). Rent is due June 30 annually.

Unless otherwise negotiated annually, the rent payment will increase by the percentage increase in the Consumer Price Index for the preceding calendar year, beginning in 1999 (example: in 1999 the CPI for 1998 will be used). The amount of increase will be rounded to the nearest whole dollar and will not exceed three percent (3%) unless otherwise negotiated. The percentage increase will be applied to the prior year's payment to determine the new payment.

ARTICLE V

USE OF THE LEASED PREMISES

Section 5.01. Use. CLUB shall use the Leased Premises for the maintenance and operation of the Facilities as herein stated above. Any other use requires written County approval.

Section 5.02. Utilities. CLUB shall pay any and all charges for electricity, natural gas, sewer, water, telephone and all other utility services used or

consumed in, by or on behalf of the Leased Premises.

Section 5.03. Taxes. CLUB shall be responsible for any and all taxes which may be assessed against the Leased Premises, including without limitation any and all improvements.

Section 5.04. Improvements or Alterations. CLUB may make such improvements, modifications, alterations or changes to the Leased Premises as it may deem necessary for the operation of the Facilities provided the same are performed in good and workmanlike manner in compliance with all applicable insurance requirements and building codes and ordinances. However, County shall have the right to review and approve the plans for any material improvements, modifications, alterations or changes prior to implementation. County may withhold approval of any material improvements, modifications or changes at County's sole discretion. In addition, any change in the use of the Leased Premises is strictly subject to the review and written approval of County, at its sole discretion. Title to all fixtures and equipment shall remain with CLUB, even though the same may be affixed to the Leased Premises. Upon termination of this Lease, CLUB shall remove the Facilities and any and all fixtures, structures and equipment installed by CLUB on the Leased Premises or Easement Areas and shall repair any damage caused by such removal and replant and restore the area in accordance with a plan approved by County. However, the foregoing notwithstanding, County may elect to take possession of the Facilities, in which case ownership and title to such Facilities will be deeded or otherwise transferred by appropriate legal means to County free and clear of all liens and encumbrances.

Section 5.05. Liens and Encumbrances. CLUB shall not permit, create, incur or impose or cause or suffer others to permit, incur or impose any lien or other obligation against the leased premises or the County by reason of any work performed or materials furnished by, to or for the account of the CLUB, and CLUB agrees to hold County harmless from any claims in this regard.

Section 5.06. Bond. CLUB shall establish a bond in the amount of Thirty Thousand Dollars (\$30,000.00) for the purpose of insuring removal of any and all other improvements constructed by CLUB and also for the restoration of the Leased Area as provided elsewhere in this Lease. Such bond shall be irrevocable during each Lease Term and be maintained during the Term of this Lease and until the leased premises are restored. The bond shall name County as beneficiary and be payable to County up to the maximum amount in the event that CLUB does not remove facilities and/or restore the Leased Area as provided elsewhere in this Lease. In the event that this bond is paid to County, any amount left over after removal of the facilities and restoration of the site shall be returned to CLUB or the Bond Agency, as appropriate.

ARTICLE VI

INSURANCE

Section 6.01. Property Insurance. CLUB shall, at its own cost and expenses during the Term of this Lease, 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.

Section 6.02. Waiver of Subrogation. County and CLUB 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 County or CLUB with respect to the Leased 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.

Section 6.03. Claim Proceeds Distribution. Claim proceeds, including retentions and insurance recoveries, covering loss or damage to the Facilities by fire or other property hazard, shall be payable to CLUB in accordance with the provisions in this Lease for determinations of the appropriate use of the funds for repair or replacement of the Facilities.

Section 6.04. Other Insurance. CLUB shall, during the entire Term of this Lease, keep in full force and effect a policy of commercial general liability insurance with respect to the Leased premises and the Easement Areas in an amount of not less than \$1,000,000.00 combined single limit. CLUB 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 from an equivalent rating service if Best's shall cease publishing such ratings and shall name CLUB as the insured and County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County 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 County prior to commencement of the Term of this Lease, 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.

ARTICLE VII

DAMAGE OR DESTRUCTION

Section 7.01. Damage or destruction by Fire or Other Casualty. If the Facilities are damaged or destroyed in whole or in part by fire or other casualty, CLUB shall rebuild or repair the same if amounts received from insurance companies are sufficient to fully cover the cost thereof, in which case CLUB will restore the Facilities to substantially the condition that prevailed prior to the damage or destruction. Notwithstanding the foregoing, in the event that the Facilities on the Leased Premises or Easement Areas are materially damaged or destroyed, CLUB shall have the right to terminate this Lease by written notice to County within six (6) months after the occurrence of such damage or destruction.

ARTICLE VIII

CONDEMNATION

Section 8.01. Rights of CLUB and County Upon Condemnation. If the entire Leased Premises or any of the Easement Areas are taken by any public authority under power of condemnation or sold to any public authority in lieu of condemnation, then this Lease shall terminate as of the date possession is taken by the acquiring authority and rent shall be apportioned as of that date. If (i) a portion of the Leased Premises or Easement Areas are taken or sold and said taking or sale directly affects the Facilities on the Leased Premises and results in making the Facilities unsuitable for use by CLUB, or (ii) the taking results in a permanent deprivation of access for vehicular ingress and egress to the leased premises, then CLUB, at its option, may terminate and cancel this lease as of the date of taking. In the event this lease is not terminated as aforesaid, then this lease shall continue in full force and effect. County agrees that the award or proceeds of sale may be used for any restoration performed by CLUB, except that the County shall receive the full value of its land first.

Section 8.02. Award. County and CLUB shall participate in all damages awarded upon a total or partial taking of the Leased Premises or Easement Areas based on their respective investments in the Leased Premises and the value of the leasehold hereby created as if this Lease would have expired at the end of the Term. CLUB shall receive so much or any award as is necessary to compensate it for the entire value of the facilities and other improvements installed on the Leased Premises and Easement areas by CLUB, the value of its leasehold estate and the damages which it may sustain as a result of the termination of this Lease prior to the end of its Term, except that County shall receive the the full value of its land first, out of such award. Notwithstanding the foregoing, nothing contained herein shall be construed to preclude CLUB from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business,

depreciation, damage to or the cost of relocating or removing CLUB's fixtures

equipment and any other property belonging to CLUB, and any other claim available to CLUB.

ARTICLE IX

COUNTY'S RIGHTS ON THE LEASED PREMISES

Section 9.01. Right to Enter. County shall have the right at any time to enter the Leased Premises for any purpose that the County may deem necessary or desirable with proper identification.

Section 9.02. Additional Rights of County. County and CLUB mutually agree that the County shall not be liable beyond prorated forgiveness of rent for any interruption, lack of use of the leased premises, inconvenience or acts that the County must take as a result of lawful orders and/or compliance with Federal, State or local laws, or for the public welfare (as determined by the County in an emergency or by a 2/3 majority of the County Board in a non-emergency). CLUB agrees that County

may enter leased premises upon reasonable notice for purposes of inspection, testing, remediation, or such maintenance or repair that County may determine is in the public interest. CLUB agrees to be liable for and pay for any and all costs arising out of intentional or unintentional environmental contamination caused by CLUB in the past, present or in the future.

ARTICLE X.

ENVIRONMENTAL CONDITIONS

Section 10.01. Environmental Covenants. County represents to CLUB that the general area that the Leased Area is in has been used by CLUB for an extended period of time for the purpose contemplated in this Lease and CLUB acknowledges receipt of this information. County, to the best of its knowledge, represents that the site is in current compliance with applicable orders pertaining to Hazardous Materials (as hereinafter defined). CLUB hereby agrees to accept the Leased Premises and Easement Areas as clean and free of Hazardous Materials subject to the following conditions: (i) CLUB may, at its own cost, conduct such tests as are necessary to determine the condition of Leased Premises and Easement Areas; (ii) CLUB may conduct such tests before payment of the first Lease payment in June of 1998; (iii) CLUB will inform the County in writing of the findings of any such testing; (iv) in the event that CLUB will not accept the Leased Premises and Easement Areas as clean and free of Hazardous Materials, or if CLUB will not agree to

fully perform such remediation as is needed for CLUB to accept the Leased Premises and Easement Areas as clean and free of Hazardous Materials, then in such case CLUB will terminate Lease. However, CLUB will, at its own cost, be required to restore the site to the condition immediately prior to any testing and/or construction by CLUB and also perform any remediation related to lead contamination. Any payment of the Annual Lease Amount to the County by CLUB will be refunded to CLUB on a prorated basis if the Lease is terminated as a result of this clause. CLUB and County agree that County will not under any conditions assume or incur any costs relating to environmental remediation in order to enter into this Lease, continue this Lease or as a result of CLUB's actions taken under the cover of this Lease. CLUB hereby agrees to assume any and all costs related to environmental remediation in the leased area as a result of its activities.

Section 10.02 CLUB Responsibility for its Actions. CLUB shall be responsible for any required repair, clean-up, remediation or detoxification arising out of any Hazardous Materials brought or released onto the Leased Premises or Easement Areas by CLUB, its agents or guests and shall indemnify, defend and hold County 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 Premises or Easement Areas causes or threatens to cause a nuisance upon the Leased Premises or Easement Areas and/or poses or threatens to pose a hazard to the Leased Premises or Easement Areas or to the health or safety of persons on or about the Leased Premises or Easement Areas; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenols (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.

Section 10.03. Screening. Any screening and/or landscaping will be subject to County review and approval and done to County specifications. It is not anticipated that any work of this nature will be needed due to the general nature use of the site. Landscaping here means screening, not site restoration work (which is covered in Section 10.05 below).

Section 10.04. Location of Facilities. The facilities will remain at their current locations unless relocation is reviewed and approved by the County.

Section 10.05. Site Restoration. Upon termination of the Lease or if the County approves any further construction, the site must be restored to approximately its original condition, including removal of facilities (upon termination of the Lease), disrupted grass and natural areas. If a construction staging area is needed outside of the Leased Area, that site must be approved by the County in advance and it must be restored when construction is completed. Any other damage must also be repaired, including damage to the road and parking lot as a result of construction. Any costs associated with damage to adjacent roads, lands and/or regulation of traffic during construction must be paid by CLUB. This could include signage, barricades, or anything else required for public safety or required by the police or other governmental and/or regulatory unit that has jurisdiction. In the event that the bond is paid to County to accomplish site restoration, such payment does not relieve CLUB, its heirs, successors or assigns from the responsibility of removal of the facilities and restoration of the site. County may pursue such action as may be necessary to recover any County costs in excess of the bond amount which are incurred to remove the facilities and restore the Leased Area. Such costs shall include County's legal fees if such costs are incurred.

Section 10.06. Responsibilities of CLUB in Environmental Matters. CLUB agrees to be responsible for its actions and the direct results of its actions without limitation (including without limitation any environmental remediation necessitated as a result of CLUB's activities and actions; this specifically includes remediation of lead [if required by Federal, State or Local law, rule or binding regulation] on both the Leased Premises and ALSO adjacent land, water and submerged lands which are determined [by a Court or Agency having binding legal authority over the matter] to be contaminated by activities of the CLUB).

Section 10.07. Fees. The County will waive normal

easement and right of entry fees for installation and maintenance of County approved projects. However, the right of entry permit(s) must still be obtained by CLUB from the County prior to commencing any work.

Section 10.08. Easement and Site Maintenance. CLUB, at its sole expense, shall maintain, replace and keep in good order and repair, and in a safe and sanitary condition, the entire leased premises and all improvements from time to time located thereon, and all sidewalks and driveways (which are subject to CLUB's control). The adjacent Warnimont Park Golf Course parking lot is not subject to CLUB's control.

Section 10.09. Safety and Security. CLUB assumes full responsibility for security and safety, without limitation, at the site. However, the County is responsible for actions of its authorized agents and employees.

Section 10.10. Use of Type of Ammunition. CLUB agrees to conform to applicable Federal, State (Including Wisconsin Department of Natural Resources) and local laws, rules and regulations regarding type of ammunition used at the site. CLUB further agrees that persons using the site will be required to comply with these laws, rules and regulations. In the event that the use of lead shot should be prohibited at the site, CLUB agrees to take such steps as are necessary to ensure that lead shot is not used.

ARTICLE XI

INDEMNIFICATION

Section 11.01. Liability Release. To the fullest extent permitted by law, CLUB and County 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.

Section 11.02. Indemnification. In furtherance hereof, CLUB also hereby agrees to indemnify and completely hold harmless the County, 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 that (i) the Lease violated any lease and/or easement rights of any third party having any lease and/or easement right with the County, or (ii) that the construction of the railroad spur or other structures upon the leased property violated the rights of any third party. In the event any lawsuit is commenced which names the County as a defendant therein, the County shall promptly tender the defense thereof to CLUB and CLUB shall promptly assume such defense with counsel selected by CLUB at its sole

cost and expense. The County shall promptly give notice to CLUB of any claim filed against the County by such third party.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Default. If CLUB shall fail to comply with any conditions hereunder and such default shall continue for sixty (60) days after County notifies CLUB thereof (or other such reasonable time as is necessary if such default is not susceptible to cure within such sixty (60) day period and CLUB, upon receipt of notice, promptly and diligently attempts to effect such cure), County may terminate this Lease and take possession of the Leased Premises. Such termination shall be without prejudice to the recovery of damages against the defaulting party or parties for breach of this Lease. Waiver by either party or parties of any default by the other shall not constitute a waiver of any other default hereunder.

Section 12.02. Bankruptcy, Insolvency or Cessation of Operations. In the event of voluntary or involuntary bankruptcy on the part of CLUB which involuntary bankruptcy is not dismissed within ninety (90) days after filing, the appointment of a receiver for CLUB which is not discharged within ninety (90) days after appointment, or a voluntary assignment for creditors by CLUB, or if this Lease shall by operation of law devolve upon or pass to any person, firm, corporation or unit of government other than CLUB, then the County shall have the right to cancel this Lease.

Section 12.03. Notices. Whenever in the Lease it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by certified or registered mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Notices shall be addressed to County at Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, Attn.: Director (with a copy to Corporation Counsel, Room 303, Milwaukee County Courthouse, 901 North Ninth Street, Milwaukee, Wisconsin 53233), and to CLUB at 1776 Poplar Avenue South Milwaukee, Wisconsin 53172, Attn.: Mr. Frank Miller, President, Cudahy Sportsmen's Club, or at such other address as either party may from time to time specify in writing in lieu thereof. It is further agreed that each party hereto will promptly furnish to the other party hereto a copy of any notice it may receive from any third person which may affect the rights of any party hereunder.

Section 12.04. Prohibited Practices. During the term of this Agreement, CLUB shall not hire, retain or utilize for compensation any member, officer or employee of the County or any person who, to the actual knowledge (without inquiry) of Lessee, has a conflict of interest.

Section 12.05. Code of Ethics. CLUB hereby acknowledges that portion of County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer of 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."

Section 12.06. Right of CLUB to Terminate Lease. Upon completion of the term(s) of the lease/easement or if the facilities are damaged beyond repair by insurance proceeds, abandoned or fall into disuse (for one (1) entire shooting season, namely May through September), CLUB will at its cost upon written request of the County, cause the facilities and other improvements to be removed and the site to be restored within one (1) year of the lease completion, abandonment or disuse. CLUB also may terminate this agreement with the County at any time by removing the facilities and other improvements, providing site restoration, and prorated payment of compensation to County. Upon termination of the Lease, CLUB is responsible for prorated Lease payments to the County until the site is restored, returned to full County control and accepted as to condition by County. CLUB must provide 60 days written notice of its intent to terminate the Lease (except as otherwise provided herein) and remove the facilities and all other improvements and also obtain the necessary right of entry permits from the County (which will be issued free of charge).

Section 12.07. Right of COUNTY to Terminate Lease. COUNTY reserves the right to terminate Lease upon ninety (90) days written notice to CLUB. In the event COUNTY terminates Lease under this provision, any rent paid to by the CLUB for the current Lease Year will be refunded to the CLUB on a prorated basis. However, CLUB will remain responsible for site restoration, including any remediation, as provided elsewhere in this Lease.

Section 12.08. General Provisions. (i) Surrender of Premises. CLUB upon termination of the Lease, by lapse of time or otherwise, agrees peaceably to surrender the Premises to County; (ii) Holding Over. If CLUB, with the consent or acquiescence of County, remains in possession of the Premises after the termination of the Lease and without the execution of a new Lease or automatic renewal of the Lease, CLUB shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the applicable terms, conditions and covenants of the Lease and existing Wisconsin laws; (iii) Benefit. the Lease and all of the covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iv) Provisions Severable. If any provision of the Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from the Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof; (v) Governing Law. the Lease shall be governed by the laws of the State of Wisconsin; (vi) Records and Audits. CLUB

shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Agreement. Any subcontracting by the CLUB in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the CLUB.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 7th day of JULY, 1998.

In Presence of:

D. Weidell

AUTHORIZED REPRESENTATIVE OF
CUDAHY SPORTSMEN'S CLUB

Ernest Miller

In Presence of:

Harold Bozice

MILWAUKEE COUNTY DEPARTMENT OF
PARKS, RECREATION AND CULTURE

Susan Baedwin
Director of Parks, Recreation and Culture

Reviewed by Corporation Counsel

by: *John A. ...*

Reviewed by Risk Management

by: *John Platt 630-90*