



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

High Org:

Low Org:

Approval Signature of Department Head:

DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

How does this proposal align with the County's objectives on racial equity?

Please see the County's Vision/Mission/Values and strategic focus areas attached

Desired Timeline:

Begin Date:

End Date:

Duration:

Anticipated Funding Source (check all that apply and include amount allocated under each category):

Operating Budget:

Capital Budget:

Other (i.e. grants, donations, etc.; please describe):

Request Involves:

Parks Property

BHD Property

The Basics



Vision

By achieving
racial equity, Milwaukee
is the healthiest County
in Wisconsin

Mission

We enhance quality of life through great
public service

Values

Inclusion

Seek diverse
perspectives

Influence

Use your power for
good

Integrity

Do the right thing

Strategic Focus Areas

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Facility Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

COMMERCIAL LEASE

THIS LEASE (this “Lease”) is entered into on January 1, 2025, by and between Milwaukee County, a governmental subdivision of the State of Wisconsin (“Landlord”), and Charles Allis Villa Terrace, Inc. (“Tenant”). Landlord and Tenant each shall be referred to under this Lease as a “Party,” and together they shall be referred to as the “Parties.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **BASIC TERMS.** The following terms when used in this Lease shall have the meaning set forth in this section unless specifically modified by other provisions of this Lease:

1.1 **Premises.** The real property commonly known as the Charles Allis Art Museum, located at 1801 N Prospect Ave, Milwaukee, WI 53202 and consisting of the land and other improvements and facilities appurtenant thereto and depicted in Exhibit A.

1.2 **Allis Collection.** The art collection of Charles and Sarah Allis and subject to Sarah Allis’s Will. The collection is detailed in Exhibit B.

1.3 **Lease Year.** The first Lease Year shall mean the period beginning on January 1, 2025, and expiring on December 31, 2025.

1.4 **Term.** A term of one (1) Lease Year (the “Initial Term”) beginning on the Commencement Date and terminating at 11:59 P.M. on the last day of the Lease Year.

1.5 **Commencement Date.** This Lease shall commence on January 1, 2025.

1.6 **Rent Commencement Date.** If the Commencement Date occurs on any day other than the first (1st) of a month, then Rent shall commence upon the first (1st) of the first full month following the Commencement Date.

1.7 **Rent.** Rent shall be \$1.00 per year for the Initial Term.

1.8 **Permitted Use.** Tenant may use the Premises described in this Article I for the purposes of Tenant and ancillary and related uses, from time to time, in a manner not substantially unlike the then contemporary uses of property by art museums in the United States. The Tenant shall have the right to use the Premises for purposes of managing, operating, and/or in furtherance of other charitable, scientific, and educational purposes of the Tenant. The Tenant agrees that the Allis Collection will remain at all times in the Allis Museum and will not utilize the Allis Collection in any manner that is contrary to the bequest of the Allis Collection to the County. The Tenant will manage the Allis Collection for the County.

1.9 **Landlord’s Address for Notices:**

Milwaukee County Economic Development Division
Attn: Leasing Manager
633 W. Wisconsin Avenue, Suite 903

Milwaukee, WI 53203
Telephone: 414.278.4905

With copy to:

Milwaukee County Office of Corporation Counsel
Attn: Corporation Counsel
901 N. 9th Street, Suite 303
Milwaukee, WI 53233
Telephone: 414.278.4300

Landlord's Address for Rent payments:

Milwaukee County
Box 78482
Milwaukee, WI 53278-8482

Tenant's Address for Notices:

Telephone:

1.10 Security Deposit. \$0.00.

2. DEMISE AND TERM. Landlord leases the Premises to Tenant and Tenant leases from Landlord the Premises subject to the provisions of this Lease. The Term of this Lease shall commence on the Commencement Date and shall continue through the termination date of the Initial Term or the expiration of any properly exercised Renewal Term, as applicable, unless adjusted or sooner terminated as provided herein.

3. RENT. Tenant will pay to Landlord, without prior demand or notice, at Landlord's address set forth in Section 1.9 or such other place designated by Landlord, the Rent for the Premises consisting of Rent set forth in Section 3.1 and any other payments due under this Lease.

3.1 Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord Rent in the amount specified in Section 1.7.

3.2 Personal Property Taxes. If applicable, Tenant will timely pay when due all personal property taxes on Tenant's furniture, equipment and other items of personal property of Tenant and located in or about the Premises.

4. SECURITY DEPOSIT. Intentionally deleted.

5. CONDITION OF PREMISES. The County makes no representation or warranty that as of the Term Commencement Date, all parts of the Leased Premises, including structural elements of the foundation of the Premises, roof, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to

Tenant. Tenant acknowledges that it has been made aware by the County that the Leased Premises are hereby Leased on an “as-is” basis and may or may not prove to be suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Leased Premises and is aware of its general overall condition.

6. USE. The Premises shall be used only for the purpose set forth in Section 1.8 above and for no other purposes without Landlord’s express prior written consent. Except as otherwise expressly noted herein, Tenant shall be solely responsible for securing all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction for the use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises for any improper, immoral, unlawful, or objectionable purpose or which could injure the reputation of the Premises or otherwise violate any recorded covenant or restriction affecting the Premises. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Premises. Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Except as otherwise expressly noted herein, Tenant acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the operation of Tenant’s business.

7. COMPLIANCE WITH LAWS AND PREMISES RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, judgments, codes, orders, statutes, ordinances, directives, permits, licenses, and governmental rules, regulations or requirements now or hereafter in force and with any recorded covenants or restrictions affecting the Premises (“Legal Requirements”). If Tenant installs any electrical equipment that overloads the electrical lines in the Premises, Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authority having jurisdiction. Tenant shall also observe and comply with the requirements of all policies of insurance at any time in force with respect to the Premises, and Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Premises or any of its contents or that will invalidate any such insurance.

8. ENVIRONMENTAL REQUIREMENTS.

8.1 Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials (as the term is defined below) brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

8.2 Hazardous Materials. "Hazardous Materials" as the term is used herein shall mean 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. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §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 lands within the Premises causes or threatens to cause a nuisance upon the Premises or surrounding area or poses or threatens to pose a hazard to the Premises or surrounding areas or to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

9. REPAIRS AND MAINTENANCE.

9.1 Landlord. Landlord is not responsible for maintaining, repairing, or replacing any of the Premises during the term of the Lease, and such maintenance, repair, or replacement shall be the sole responsibility of Tenant.

9.2 Tenant. Tenant shall, at its expense, during the Term, keep the Premises and every part thereof, in good condition and repair similar or better to the current state of the Premises, and Tenant shall also be responsible for the entire cost of all repairs and hereunder that are required by reason of acts or negligence of Tenant, its agents, employees, customers or invitees, or the Tenant’s use of the Premises. Tenant shall be responsible for repairing any damage to the Premises, and glass in doors, windows, and elsewhere in or adjacent to the Premises, caused by Tenant’s acts or omissions (and the acts and omissions of its agents, employees, customers or invitees). If caused by Tenant’s acts or omissions (and the acts and omissions of its agents, employees, customers or invitees), Tenant shall, at its expense, also repair or replace with glass of equal quality any broken or cracked plate or other glass in doors and windows in the Premises. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Term, which obligation shall survive the expiration or early termination of this Lease. Except as provided above, if, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor.

10. SERVICES.

10.1 Janitorial. Tenant shall provide janitorial services for the Premises.

10.2 Utilities. Tenant shall provide and maintain its own utility services at its sole cost and expense, unless otherwise agreed to in writing by Landlord.

10.3 Americans with Disabilities Act. Per 42 U.S. Code §§ 12132 and 12183 if the Tenant is a local government unit or using the Premises as a public accommodation (e.g.

restaurants, shopping centers, office Premises) or there are more than fifteen (15) employees, the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, landlords, and tenants of commercial properties are all responsible for ADA compliance.

10.4 HVAC. Tenant will provide customary heating, ventilation, and cooling services.

11. ALTERATIONS. Tenant shall not make any structural alterations, additions, or improvements ("Alteration") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the express, prior written consent of Landlord. Landlord's consent to an Alteration shall not be unreasonably withheld, conditioned, or delayed. Any Alteration shall be made at Tenant's own cost and expense and in a good and workmanlike manner by a contractor approved by Landlord, in accordance with all Legal Requirements and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Upon completion of any Alteration, Tenant shall provide Landlord with a copy of the as-built plans and blueprints for the same, if applicable. Normal and customary decorating and redecorating of the Premises shall not require Landlord's approval as long as Landlord has been provided reasonable notice and it does not affect Landlord's operations, costs, fire safety, insurability, or use by other tenants and their customers, invitees, and agents.

12. SIGNS. Tenant shall be permitted to install, affix, or place signs or other advertising or identifying media upon the exterior of the Premises or upon the interior of the Premises in locations mutually agreed upon with Landlord. All signs must comply with all applicable laws, ordinances, and regulations. Tenant is responsible to repair and maintain its signage and remove upon earlier of expiration or termination of the Lease.

13. LIENS. Tenant shall keep the Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments, or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof.

14. RIGHT OF ENTRY. Landlord and its agents shall upon twenty-four (24) hours prior notice to Tenant have the right to enter the Premises, or in the case of an emergency at any time, to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises, and to alter, improve, or repair the Premises and any portion of the Premises. Landlord will use reasonable efforts not to interfere with Tenant's business during such access. Tenant shall not add or change the locks to any doors of the Premises. Tenant will deposit or permit Landlord to deposit on Tenant's behalf a key to the Premises in a lock box if required by and for the benefit of the local fire department. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant or impose any liability on Landlord. Nothing

contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

15. INSURANCE. Tenant shall furnish an original or electronic copy of certificate(s) of insurance to the Landlord's Director of Risk Management, which shall be completed by a broker or agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be sent directly from the agent to Landlord. Landlord shall have no duty to perform under this Lease until such certificate shall have been delivered to Landlord, and no officer or employee other than the Landlord's Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.

Landlord reserves the right to review the insurance requirements of this section during the Term, but in no instance will Landlord allow modification whereupon Landlord may incur increased risk.

Tenant's financial integrity is of interest to Landlord, therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by Landlord, Tenant shall obtain and maintain in full force and effect for the Term of this Lease and any extension thereof, at Tenant's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated "A" or better by A.M. Best Company and/or otherwise acceptable to Landlord in the following types:

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Commercial General Liability including Bodily Injury & Property Damage, Contractual Products & Completed Operations & Fire Legal	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 on Fire Legal (no sublimit)
Workers' Compensation	Statutory (Waiver of Subrogation required)
Employers' Liability	\$100,000/\$500,000/\$100,000
Comprehensive Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident
Liquor Liability, if applicable	\$1,000,000 Per Occurrence

Such policy shall contain contractual liability coverage and an endorsement that such policy shall remain in full force and affect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

Tenant shall notify Landlord in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days' notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to Landlord at the following address:

Milwaukee County Risk Management
901 N. 9th Street, Room 302
Milwaukee, WI 53233

It is expressly understood and agreed that all operations of Tenant under this Lease between Landlord and Tenant shall be covered by such policies of insurance or self-insurance as approved by Landlord's Director of Risk Management and that all personal property placed in the Premises shall be at the sole risk of Tenant. The procuring of policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

15.1 Tenant Additional Insurance. Tenant agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

- (a) Name the Landlord and its officers, employees, agents and elected representatives as additional insured with respect to the operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- (b) Tenant's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by Landlord for liability arising out of Tenant's operations under the contract with Landlord;
- (c) State that the Tenant's insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- (d) Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Landlord.

16. INDEMNITY. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with

loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent the same results from the negligence or intentional misconduct of Landlord) or arising by reason of Tenant's occupancy of the Premises or by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. In case Landlord shall be made a Party to any litigation arising out of any such occurrence, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Subject to the waiver of subrogation above, Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises, or the land on which the Premises is located caused or brought about by the negligence or intentional misconduct of Landlord or its agents, servants or employees. The indemnity obligations herein shall survive the expiration or earlier termination of the Lease. Landlord's liability shall be limited by Wis. Stat. § 345.05(3) for automobile and § 893.80(3) for general liability.

17. NON-LIABILITY OF LANDLORD. Landlord and its agents, officers, directors, and employees assume no liability or responsibility whatsoever with respect to the conduct or operation of Tenant's business conducted in the Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Tenant's responsibility pursuant to this Lease. In no event shall Landlord be liable to Tenant for: (i) any damage to the Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees; (ii) any loss, damage, or injury to any property therein or thereon except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees; (iii) any claims for the interruption of or loss to Tenant's business or for any indirect damages or consequential losses occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes or other similar cause in, above, upon or about the Premises; or (iv) Tenant's management of the Premises.

18. CASUALTY. If the Premises is damaged or destroyed by fire or other casualty covered by insurance, then (unless this Lease is terminated by Landlord as hereinafter provided) this Lease shall continue in full force and effect and Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds received by Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment, all Alterations made by or for Tenant to at least a condition equal to that prior to its damage. Notwithstanding the foregoing, if any destruction or damage to the Premises (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises, or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant within ninety (90) days of the casualty. Except in the case of an event of force majeure (defined below), if Landlord does not make the determination to

restore or rebuild the Premises within ninety (90) days after the casualty, or if the Premises are not repaired or rebuilt within two hundred and ten (210) days after the casualty, Tenant shall have the right to terminate this Lease, by giving notice to Landlord within twenty (20) days following the expiration of the applicable time period.

19. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession is transferred to the acquiring authority, and the Rent payable hereunder shall be apportioned accordingly. If any material part of the Premises is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant, and the Rent payable hereunder shall be apportioned accordingly. If this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken and the Rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. If any such taking occurs, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available to Landlord for such Premises. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. If this Lease is terminated, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof. Except in the case of an event of force majeure (defined below), if Landlord does not make the determination to restore or rebuild the Premises within sixty (60) days after the condemnation, or if the Premises are not repaired or rebuilt within one hundred eighty (180) days after the condemnation, Tenant shall have the right to terminate this Lease, by giving notice to Landlord within twenty (20) days following the expiration of the applicable time period. If any part of the Premises are rendered untenable by the condemnation, a just proportion of the Rent, based upon the number of rentable square feet of area in the Premises which are untenable, shall be abated until the Premises or such part of the Premises shall have been put in a tenantable condition.

20. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Landlord.

21. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

22. DEFAULT AND TERMINATION.

22.1 Default By Tenant. If:

(a) Tenant fails to pay the Rent or any other amount when due, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant, or

(b) Tenant fails to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant, provided, however, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, Tenant shall not be deemed in default if Tenant commences to cure within the thirty (30) day period and diligently prosecutes the same to completion within ninety (90) days of the written notice from Landlord, or

(c) Tenant or any guarantor of this Lease becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or

(d) a receiver or trustee of Tenant's property or that of any guarantor of this Lease is appointed and such receiver or trustee, as the case may be, is not discharged within thirty (30) days after such appointment, or

(e) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any Party other than Tenant, or

(f) an execution or attachment is levied against Tenant's property, or

then, in any such case, Landlord may, upon thirty (30) day written notice to Tenant, recover possession of and reenter the Premises without affecting Tenant's liability for past Rent and other charges due or future Rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Rent and other charges equivalent to Rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the reasonable costs, expenses and attorneys' fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the actual cost of repairs and alterations. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

After expiration of any applicable grace periods, Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 24 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare

a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

Notwithstanding Landlord's obligation to use commercially reasonable efforts to mitigate its damages, or anything in this Lease to the contrary, Landlord shall in no event be liable for failure to re-let the Premises after the exercise of such commercially reasonable efforts or in the event that the Premises are re-let, for failure to collect Rent due under such re-letting; and in no event shall Tenant be entitled to receive any excess of rent over the sums payable by Tenant to Landlord hereunder, but such excess shall be credited to the unpaid Rent due hereunder, and to the expenses of re-letting as provided herein.

Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect Landlord's right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination of this Lease shall survive termination of this Lease.

The rights and remedies of Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rental or any of Landlord's rights under this Lease by such remedies as may be appropriate and permitted under this Lease.

22.2 Default By Landlord: If the Landlord fails to perform any of the covenants or conditions herein contained on the part of Landlord, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Landlord, provided, however, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, Landlord shall not be deemed in default if Landlord commences to cure within the thirty (30) day period and diligently prosecutes the same to completion within ninety (90) days of the written notice from Tenant then, at the option of the Tenant, this Lease may be terminated upon thirty (30) days' notice and the term will then immediately become forfeited and void, and the Tenant may without further notice or any form of legal process immediately abandon the Premises or any part of the Premises notwithstanding anything contained in this Lease or in any statute or law to the contrary. In the event Tenant, in its reasonable discretion, performs any self-help measure, Tenant shall be entitled to abate or offset Rent for its actual costs to cure, evidence of which shall be provided to Landlord. Tenant reserves the right to pursue any other claims it may have at law or in equity.

Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect Tenant's right of indemnification set forth in

this Lease or otherwise available at law or in equity for any act or omission of Landlord, and all rights to indemnification and other obligations of Landlord intended to be performed after termination of this Lease shall survive termination of this Lease.

The rights and remedies of Tenant under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Tenant of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Tenant's right to enforce the payment of subsequent installments of rental or any of Tenant's rights under this Lease by such remedies as may be appropriate and permitted under this Lease.

25. **TERMINATION:** At the election of either Party, exercised by sixty (60) day written notice to the other Party, either Party shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Rent and other charges due and owing through the date of termination or at such time as Landlord collects rent from re-letting the Premises). If so terminated by Tenant, Landlord may re-let the Premises without any right on the part of Tenant to any credit or payment resulting from any re-letting of the Premises.

26. **AUDIT RIGHTS.** Tenant, its officers, directors, agents, partners, and employees, shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other Party the Designated Personnel may name, with or without notice, to audit, examine, and make copies of any and all records of the Landlord, related to the terms and performance of this Lease for a period up to three years following the end date of the Lease. Any subcontractors or other Parties performing work on this Lease will be bound by the same terms and responsibilities. All subcontracts or other agreements for work performed on this Lease will include written notice that the subcontractors or other Parties understand and will comply with the terms and responsibilities. The Parties and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste and abuse) of the Milwaukee County Code of General Ordinances.

27. **SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear. Tenant shall remove all of Tenant's personal property. Landlord shall have the right, but no obligation, to remove the same and Tenant shall pay Landlord on demand for all costs of removal and storage required for such removal. Notwithstanding the foregoing, Landlord and Tenant shall tour the Premises together, at least once, and not less than 30 days prior to surrender, and make a mutual determination of the final condition and any repairs required and any removal of personal property. In the event that Landlord and Tenant fail to reach an agreement on the final condition of the Premises, the Parties will bring in a neutral assessor, agreed to and paid equally by the Parties, to make a final, binding determination on the state of the Premises.

28. HOLDOVER. If Tenant holds over after the expiration or termination of the Term without the express consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance and shall not constitute a renewal or an extension for any further term. If a tenancy by sufferance exists, Tenant shall pay a use and occupancy charge equal to two (2) times the then current market rental rate for such a facility, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. Any holdover with or without express consent shall be governed by all the terms and conditions of the Lease.

29. TRANSFER BY LANDLORD. A sale or conveyance by Landlord of the Premises releases Landlord from any future liability under this Lease, provided the transferee landlord assumes all obligations of Landlord arising on or after the date of such transfer, and in such event, Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant will attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. In the event of the sale or other transfer of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure thereof, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

30. QUIET ENJOYMENT. If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant within all applicable notice, cure and/or grace periods set forth herein, Tenant shall, subject to the terms of this Lease, any ground lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord, but not otherwise..

31. NOTICES. All notices and demands which may or are required to be given by either Party to the other hereunder shall be in writing and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address set forth above or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be addressed to it at the address set forth above, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight courier that guarantees next day delivery shall be deemed given on the first business day after delivery of the same to the courier.

32. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

33. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind, and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third Party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

34. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

35. FORCE MAJEURE. If either Party is delayed, interrupted or prevented from performing any of its obligations under this Lease, including its obligations under the Construction Rider (if any), and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside the reasonable control of such Party, then the time for performance of the affected obligations of such Party shall be extended for a period equivalent to the period of such delay, interruption or prevention, provided, if Substantial Completion is delayed, the commencement of payment of Rent due under the Lease shall be extended on the same basis.

36. AUTHORITY. If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

37. WAIVER. No waiver of any default of each Party hereunder shall be implied from any omission by the other Party to take 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 waiver and only for the time and to the extent stated therein. One or more waivers of any breach of any covenant, term or condition of this Lease by each Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

38. ENTIRE AGREEMENT. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral, all of which are merged herein. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Improvements or this Lease except as expressly set forth herein, and no rights, easements or licenses shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. The submission of this Lease for examination does not constitute an option for the

Premises and this Lease shall become effective as a binding agreement only upon execution and delivery thereof by Landlord to Tenant.

39. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one document. Either Party hereto may execute this document by facsimile signature which facsimile signature shall be deemed to be an original signature.

Electronic Signature Page Follows Exhibits