**Lease Agreement Term Sheet**

**The Rock Sports Complex LLC and Milwaukee County**

1. **Premises** - County leases the Ski Hill that is within the Village of Greendale, a portion of taxkey # 6519988002 to The Rock Sports Complex LLC (the “Operator”).
2. **Use** – Consistent with County ordinances and other applicable laws, the Operator shall have the use of the Premises for the purposes of mountain biking, cross county and downhill skiing, outdoor haunted hikes, a zipline, and for no other purposes except recreational uses that may be approved by County, pursuant to County Board approval.
3. **Term** – 20 years with successive 20 year extensions so long as Operator’s affiliate, BPC County Land LLC, is under a continuing obligation to monitor, maintain and replace landfill infrastructure on the Ski Hill property as part of the operation of the adjacent landfill.
4. **Hours** - The Operator shall operate the Ski Hill on days and hours consistent with similar recreational sports parks at other similar locations in Wisconsin, subject to closure due to inclement weather. The hours of operation of the Ski Hill shall not allow any event to begin later than 9:00 pm on any night and all lighting shall be turned off pursuant to local ordinance. The County has the authority to adjust the hours of operation of County parks, including the Ski Hill, in the County’s sole discretion, and nothing in this Agreement is intended to limit or abrogate such authority.
5. **Noise and Light** - The Operator shall not use or permit the use of the Ski Hill in any manner that creates or maintains any noise,sound, or light in violation of the County’s or any noise or light ordinance of the City of Franklin and the Village of Greendale, as applicable to the Premises or the Operator.
6. **Continuous Operation** - The Operator agrees to cause the Ski Hill to be continuously operated as weather and seasons permit throughout the term.
7. **Public Rentals** - The Operator is permitted to implement a rental program allowing the public to rent certain areas in the Premises according to the Operator’s policies and pricing. **Compliance with Laws** - The Operator shall, at the Operator’s expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over the Operator’s use of the Premises.
8. **Improvements** - The Operator is committed to making improvements and renovations to the Premises during the Term. Such renovations and improvements shall be mutually agreed upon between the Parties prior to commencement of any renovations or improvements and will become the property of the County upon termination of the Agreement. Other than uninhabited structures ancillary to recreational uses (such as ski lifts or zipline poles), no structures may be installed on the Premises without the consent of the Milwaukee County Board.
9. **Prior Approval** - Any renovations or improvements contemplated in the Lease to the Premises shall require prior written approval of the Wisconsin Department of Natural Resources if necessary, the County Parks Director, design and construction approvals from the Milwaukee County Division of Architecture and Engineering Services, and evidence the Operator has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed renovations or improvements before commencing any construction activities on the Premises.
10. **Repair and Maintenance** - Throughout the Term of this Agreement, the Operator, at its sole cost and expense, shall take good care of the Premises, including, without limitation, all improvements now existing or hereafter erected thereon (including, without limitation, the Operator’s improvements and all infrastructure, building systems, sidewalks and paved areas, exterior lighting, street fixtures, utility lines and facilities, drainage lines and facilities, and all other equipment and appurtenances used in the functioning of the Premises or any portion thereof), and shall keep the same in good order, condition and repair.
11. **Stormwater** - Allowing pollutants to directly or indirectly enter the storm sewer system and the Root River is prohibited. The Operator shall take all measures necessary to prevent pollutants from entering watercourses and shall be responsible for the maintenance of any watercourses within the Premises.
12. **TE Participation** - The Operator shall use reasonable efforts to cause its contractors to establish Targeted Enterprise (TE) participation goals, consistent with Milwaukee County TE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve those goals.
13. **Indemnification** - The Operator agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Operator or its agents which may arise out of or are connected with the activities covered by this Agreement.
14. **Insurance** - During the term of this Agreement, Operator will keep in full force and effect a policy of comprehensive general public liability insurance covering its liability and protecting Milwaukee County, its employees, agents, or officers, from any and all claims.
15. **Nonbinding** - This term sheet does not constitute a binding contract, and the parties do not intend to be legally bound unless and until a definitive Lease Agreement and related documents have been executed by both parties. If approved by the County Board and Certifiers, final documents will be prepared.