

**GROUND LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
URBAN ECOLOGY CENTER, INC.**

This Ground Lease Agreement (the "Lease" or "Agreement") is made and entered into effective this ____ day of _____, _____, by and between the MILWAUKEE COUNTY PARKS (the "County" or "Landlord") and the URBAN ECOLOGY CENTER, Inc. ("UEC" or "Tenant"). Referenced together, the County and UEC are the "Parties" to this Lease.

Recitals

WHEREAS, UEC is a 501(c)(3) not-for-profit privately funded organization, whose mission is to foster ecological understanding as inspiration for change, by providing outdoor science education; by protecting and using public natural areas, preserving these areas and making them safe, accessible and vibrant; by promoting community through offering resources that support learning, volunteerism, stewardship, recreation and camaraderie; and by practicing and modeling environmentally responsible behaviors; and

WHEREAS, since 2007, pursuant to lease agreements with the County, UEC has occupied the boathouse within Washington Park (the "Boathouse"), and has successfully developed and operated its educational, recreational, land stewardship, and community programs at Washington Park (the "Park" or "Property"); and

WHEREAS, UEC wishes to (i) expand its presence and enhance its programming in Washington Park, (ii) construct a new ecology center building that will incorporate, renovate, and expand upon the Boathouse (the "New Building"), and (iii) manage the ecological restoration of certain areas of the Park; to support this work a new Lease Agreement is needed; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution #18-495 on July 26, 2018, authorized the County to negotiate this Agreement with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution #_____ on _____, 2019, has authorized Milwaukee County Parks to enter into this Agreement for and on behalf of Milwaukee County; and

WHEREAS, recognizing that the continued partnership of the Parties is beneficial to the Park and is advantageous to both the County and UEC, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. INCORPORATION OF WHEREAS CLAUSES:

The above WHEREAS clauses are incorporated into and are made a part of this Agreement.

2. BUILDING AND LEASED PREMISES:

The County hereby leases to Tenant, and Tenant hereby leases from the County, the land located underneath the New Building in Washington Park, 1859 N. 40th Street/4145 W. Lisbon Avenue in Milwaukee, Wisconsin, and an agreed upon adjacent area for a storage shed (“Leased Premises”). The Leased Premises are further described in Exhibit A. The Parties further agree that the Leased Premises shall include approximately 10,000 square feet of area for the purpose of constructing a service yard, which can include a shed, that UEC can use to park vehicles, store supplies and materials, and maintain a plant nursery. The service yard is expected to be in the general area designated on Exhibit A. UEC will have the right to secure the service yard with a chain link fence or other appropriate means. Landlord further grants to Tenant during the Term of this Lease the non-exclusive use for itself and its members, employees, agents, and invitees to use the driveways, walkways, and grounds of the Park necessary to access the Leased Premises.

3. TERM:

This Lease shall be for an initial term of twenty-five (25) years commencing on the Effective Date of this Lease, and expiring twenty-five (25) years thereafter (the “Initial Term”), unless sooner terminated as provided herein.

4. RENEWAL:

After the Initial Term of the Lease, Tenant shall have the option to extend the Lease for two (2) additional twenty-five (25) year periods (the “Extension Terms” and, together with the Initial Term the “Term”) provided that Tenant:

- i.** Is not then in default under the Lease; and
- ii.** Is maintaining and managing the New Building as herein required; and
- iii.** Is actively operating the New Building for its intended purposes as further defined in Section 6 of this Agreement.

Such option shall be exercised by written notice to Landlord given at least one hundred eighty (180) days prior to the expiration of the Initial Term or the applicable Extension Term. After receiving written notice(s) from Tenant of its decision(s) to extend the Lease, the Landlord shall, prior to the extension(s) taking effect, submit an agenda report to the Milwaukee County Board of Supervisors setting forth Tenant’s good faith compliance with the terms of the Lease. If the term is in fact extended pursuant to the foregoing, then any such extension shall be on the same terms and provisions contained in this Lease.

5. RENT:

UEC shall pay Landlord \$1 per year in rent. If UEC chooses to pay all \$25 in rent for the Initial Term of the Lease at the time the Lease is signed, Milwaukee County shall acknowledge that all consideration for the Initial Term of the Lease has been received at the time of execution and the Lease will be recorded against the Leased Premise with a copy of the check for the full amount of Lease payments attached as an exhibit. If UEC exercises an option to extend the Term of this Lease, UEC may also pay rent for the full Extension Term at the time of such extension.

6. PERMITTED USE:

Consistent with Milwaukee County ordinances and other applicable laws, Tenant shall have the use of the Leased Premises, and other areas UEC has access to in the Park, for activities related to its educational, environmental, recreational, scientific, research, community, and land stewardship programs, and such other uses incidental thereto.

7. UTILITIES:

Tenant shall pay any and all utility costs serving the Boathouse and New Building. "Utilities" may include sewer, water, gas, telephone, internet, electric, steam, natural gas, and chilled water. Any costs related to the installation, service, and maintenance of Utilities, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the Tenant, shall be the sole responsibility of the Tenant. Tenant shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the New Building and the County agrees to timely review and approve any such agreements and timely take all other actions in order to effectuate the same, all at Tenant's expense. Tenant shall, at all times, obtain a Right-of-Entry ("ROE") Permit from County before construction of any utilities and performing any ground disturbing activities in any part of the Park. Operator's application for an ROE shall be reviewed and approved by County prior to commencing any ground disturbing activities. The ROE can be obtained at Milwaukee County Parks, 9480 Watertown Plank Rd. Wauwatosa, WI 53226.

8. PUBLIC BENEFIT ANNUAL REPORTS:

By January 31 of each year during the Term, UEC shall submit a written report to the County listing a description of the number and types of activities provided at the New Building; the number and demographic information of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming UEC fiscal year. In addition, at 5-year intervals during the Term of the Lease, UEC will prepare and UEC and County shall submit a written report to the Milwaukee County Board of Supervisors providing the same type of information as contained in the annual reports from UEC to County. This process will both inform the County Board of the public benefits of UEC's activities in the Park and provide the opportunity for public comment.

9. SPECIAL EVENTS:

UEC may from time to time hold certain events in the Park beyond the Extended Use Area (defined herein). All such events with anticipated attendance of greater than one hundred (100) people ("Special Events") require the written permission of the County. Tenant shall obtain and may be required to pay for a Special Event Permit at the standard County fee in effect at the time. Tenant shall also obtain any permits required by other governmental authorities having jurisdiction over the Park, if necessary. UEC shall provide County a monthly calendar of Special Events at least thirty (30) days in advance of the first day of that month. For the sake of clarity, this first paragraph does not apply to events held in the Boathouse or New Building.

UEC will be permitted to continue and expand its facility rental program for private events such as birthday parties, weddings, family reunions, and corporate meetings (“Private Events”) in both the Boathouse and the New Building. UEC’s facility rental program will be similar in nature to the facility rental program operated by the County at other Milwaukee County Parks. The County acknowledges that UEC and persons attending UEC Private Events will have non-exclusive use of the area immediately surrounding the Leased Premises in the location set forth on Exhibit B attached hereto (“Extended Use Area”). Subject only to the use restrictions specifically set forth in this Lease, UEC shall, without the prior written consent of the County, have full right to hold Private Events in the Leased Premises and the Extended Use Area; provided, however, that UEC shall be fully responsible for cleaning the Extended Use Area after any Private Event and returning the Extended Use Area to the condition that existed prior to such Private Event.

10. SIGNAGE:

Tenant shall have the right to place external signage on the Boathouse and, once the New Building is constructed, Tenant will have the right to place external signage on the New Building. In addition, UEC will have the right to place a large identifying sign(s) for the main access point(s) to the New Building at the street entrance(s). Tenant will work with County regarding the design of the large identifying sign(s). Tenant must obtain a Right of Entry Permit from the County prior to installation of any external signage covered by this paragraph and all such external signage must be approved by the County prior to placement.

Tenant shall not allow or issue naming rights to any portion of the Boathouse or New Building without County’s written consent.

Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the signage Tenant places is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the signage Tenant places; (iii) insure the signage Tenant places as part of its property and also carry liability and property damage insurance with respect to the signage; (iv) ensure that the signage Tenant places retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the signage Tenant places.

11. PUBLIC ACCESS AND USE OF THE LEASED PREMISES:

The Parties recognize that public use of the Leased Premises, Boathouse, Property, and New Building is mutually desirable. Members of the public shall have access to the Boathouse and the New Building during the hours UEC is open to the public; provided, however, that certain offices, storage rooms, and other designated areas within the Boathouse and the New Building shall be accessible by UEC employees only. The areas within the Boathouse and the New Building open to public access shall be similar in scope to the areas that would be open for public access if the Boathouse and New Building were

operated and maintained by County and the activities therein were conducted by it. Tenant shall include in its programming access to all sectors of the Milwaukee County community. Tenant uses and public uses in the Park shall at all times be subject to the requirements and restrictions in Milwaukee County General Ordinances (MCGO) Sections 47.02 and 47.16, and to all other rules, regulations, policies, and procedures applicable to properties and space owned by the County not covered by this Lease and open for general use by the public; provided, however, that UEC is permitted to hold events listed in Section 47.02 without obtaining a written permit or paying a fee as long as such events are Private Events or are otherwise related to UEC's use of the Property as set forth in Paragraph 6. Likewise, UEC is permitted to sell, keep and offer for sale all things listed in Section 47.04 without obtaining a permit or paying a fee as long as such activities are related to UEC's use of the Leased Premises as set forth in Paragraph 6 above. County further represents it will use its best effort to promptly respond and enforce reported violations of the above-referenced ordinances, policies, procedures, rules and regulations. Tenant will continue to be permitted to use the band shell in the Park two times per calendar year without cost upon reasonable notice to County.

12. HOURS OF OPERATION:

The Parties acknowledge and understand that pursuant to Section 47.27 of the Milwaukee County Code of General Ordinances, the County has the authority to adjust the hours of operation of County parks, including the Park, in the County's reasonable discretion, and nothing in this Agreement is intended to limit or abrogate such authority; provided, however, (i) UEC, its employees, contractors, and service providers shall have access to the Leased Premises at all times, (ii) the County shall not limit public access to the Park and the Leased Premises to less than eight hours a day, and (iii) UEC shall have the right to host Private Events in the Leased Premises and the Extended Use Area until midnight of any night during the Term. For the sake of clarity, UEC employees, invitees, and attendees of Private Events shall have the right to access the Leased Premises through access roads and paths leading to the Leased Premises regardless of whether the Park is open to the Public.

13. PUBLIC RESTROOMS:

UEC shall make available to the public restroom facilities in the New Building that will remain open during the hours UEC is open to the public. UEC will provide for all supplies, maintenance, and routine cleaning of the restrooms.

14. SOUND/AMPLIFIED MUSIC RESTRICTION:

Events or performances outside the Boathouse or New Building with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.

15. COUNTY APPROVAL OF ITEMS TO BE SOLD/RENTED:

Tenant may sell certain logo merchandise such as apparel and water bottles at the Leased Premises ("Logo Merchandise"). For any other items to be sold or rented within the Leased Premises, Tenant shall provide County with a list and pricing information for the products

it intends to sell or rent within the Leased Premises for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item, other than the Logo Merchandise, that he/she deems to be inappropriate within the Milwaukee County Parks System. Tenant has full right to operate its equipment lending program from the Leased Premises and such program is not subject to this Paragraph.

16. SAFETY:

Tenant shall at all times utilize best practices to instruct customers and staff on the operation and safety rules and standards for all lending equipment. Tenant shall require all customers to sign a statement indicating that they are familiar with the operation and safety rules/standards for such equipment, along with a liability waiver in favor of County. Tenant shall require customers to use applicable safety equipment such as life jackets.

17. CLEANLINESS, GARBAGE:

Tenant is responsible for maintaining the Leased Premises and the Extended Use Area in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a mutually agreed upon location.

18. PARKING:

Tenant and Tenant's employees, members, visitors, customers and invitees shall have the non-exclusive right to use parking spaces located within the Park, subject to any exclusive parking rights granted to any other lessee. Landlord reserves the right to regulate parking within the parking area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose, provided that such regulation does not unreasonably interfere with Tenant's intended use of the Leased Premises. Automobile license numbers of Tenant's employees' cars shall be furnished to County upon County's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas. If in the future Milwaukee County establishes parking fees for the parking lot constructed as part of the capital improvements to be made in connection with the construction of the New Building, vehicles owned by UEC and vehicles used by UEC employees will be exempt from such parking fees.

19. SERVICE YARD:

UEC shall relocate its current use of the County service yard to a mutually agreed upon location in the Park as part of the process of designing and building the New Building. UEC will be permitted to park vehicles overnight and store equipment in the County service yard until this relocation is implemented.

20. RESTORATION PLAN:

UEC will have access to and will be primarily responsible for restoring and maintaining designated areas of the Park consistent with the Restoration Plan attached here as Exhibit

D. The County has reviewed and approved the Restoration Plan. UEC will be permitted to propose modifications to the Restoration Plan, as appropriate, during the Term of this Lease. UEC will submit proposed modifications of the Restoration Plan to the County and the County will review the modifications in a timely manner and, if reasonable, timely approve the modifications.

21. ACCESS TO WASHINGTON PARK

In addition to the access granted to UEC in Paragraph 20, UEC will have non-exclusive access to all areas of the Park to carry out its educational, environmental, recreational, scientific, research, community, and land stewardship programs for its members and for the general public. UEC's non-exclusive access to Washington Park in connection with its planting activities under the Restoration Plan is governed by the Restoration Plan and not this Paragraph. The access granted in this section is the same access members of the general public have to the Park.

22. ACCESS TO AREAS AROUND NEW BUILDING

In addition to the access granted to UEC in Paragraphs 20 and 21, UEC will be permitted to use designated areas and picnic tables near the Boathouse and, when constructed, the New Building, for activities consistent with UEC's educational, environmental, recreational, scientific, research, community, and land stewardship programs, including, but not limited to, planting gardens, storing canoes, and maple sugaring.

23. MAINTENANCE AND REPAIRS:

- i.** UEC Responsibilities. During the Term of this Lease, Tenant shall, at its expense, pay for and make all necessary repairs and replacements, structural or otherwise, to the Boathouse, including, but not limited to, any existing structures and any structures it erects, including the New Building, in and on the Leased Premises, and any plumbing, electrical and lighting, doors, door hardware, windows, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Boathouse or any structures the Tenant erects. Landlord shall have no obligation to make repairs to the Boathouse or any structures the Tenant erects or to any utility systems servicing the Boathouse or any structures the Tenant erects.
- ii.** County Responsibilities. During the Term of this Lease, County will be responsible for repairing, maintaining, and plowing/shoveling the parking lots (excluding Tenant's service yard), access roads, and sidewalks. County shall also be responsible for repairing and maintaining all lighting, except for lighting in or on the Leased Premises. Milwaukee County will also be responsible for repairing and maintaining the pedestrian bridges after the one-time repair of the pedestrian bridges is implemented collaboratively between the Parties. UEC and County will meet at least annually to discuss the condition of the Property and proposed repair and maintenance schedules for the improvements within the Park.
- iii.** Timeliness of Repairs. Each Party shall perform its obligations under this Section 23 of this Lease promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Tenant's notice (except when the repairs require more than thirty (30) days for performance

and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Tenant may either undertake such repairs at its own cost or, with prior written consent of the County, undertake such repairs and charge all reasonable costs associated with making the repairs to Landlord (including salary and benefits if done with Tenant's own staff). If Tenant fails to make such repairs for which it is obligated within thirty (30) days after County's notice (except when the repairs require more than thirty (30) days for performance and Tenant commences the repair within thirty (30) days and diligently pursues the repair to completion), and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Leased Premises, then the County shall have the right, upon written notice to Tenant, to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Tenant (including salary and benefits if done with County's own staff).

24. MAINTENANCE RESERVE FUND:

- i.** Minimum Balance of \$50,000. Tenant shall establish and manage a Maintenance Reserve Fund (“Fund”) for maintenance of the New Building, which shall total five hundred thousand dollars (\$500,000). Tenant agrees to augment the Fund by depositing the interest accrued on any balance invested into the Fund, and hereby further agrees that if the value of the Fund falls below fifty thousand dollars (\$50,000) at any time, Tenant shall add to the Fund enough assets to maintain a minimum balance of fifty thousand dollars (50,000). Failure to maintain a balance of fifty thousand (\$50,000) shall be grounds for termination of this Agreement by County, provided Tenant fails to cure any such shortage within one hundred and eighty (180) days of receipt of notice from County that the shortage has occurred. The Fund is to be used as follows:

 - (a) Maintenance, repair and replacement to assure upkeep of the New Building and the improvements to be constructed on the New Building;
 - (b) Additional improvements or non-routine maintenance to the New Building;
 - (c) Maintenance, repair, and replacement of the Leased Premises.

- ii.** Joint Approval Needed If Balance Falls Below \$100,000. UEC shall be solely responsible for managing the Fund, except that in the event the balance in the Fund falls below one hundred thousand dollars (\$100,000) UEC shall obtain written approval from the County for withdrawals from the Fund. Such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to make withdrawals from the Fund without County’s approval, but upon notice to County, for up to ten thousand dollars (\$10,000) for any item described in this Section, provided that the Fund does not fall below fifty thousand dollars (\$50,000) as a result thereof and the aggregate amount so withdrawn from the Fund without County approval in any twelve (12) month period does not exceed twenty-five thousand dollars (\$25,000). To clarify, the provisions in this paragraph ii apply only in the event the balance of the Fund falls below one hundred thousand dollars (\$100,000).

- iii. Funds Belong to UEC. Upon the termination or expiration of the Lease, or at any time before the termination or expiration of the Lease that UEC ceases to be the Tenant, all funds then in the Fund shall be the property of UEC to use as it desires.
- iv. Tenant shall provide County with annual reports relating to the Fund in general, including an annual report prepared by independent auditors. Tenant shall also provide County with an annual report regarding Fund activities, including funds received, monies spent, and any long-term obligations.

25. IMPROVEMENTS:

- i. New Building Costs. Prior to commencing construction on the New Building, UEC shall have obtained or have readily available through a line of credit, financing, or fundraising commitments or otherwise an amount of not less than one hundred percent (100%) of the estimated cost of (a) demolition of the Boathouse, (b) construction of the New Building, and (c) construction of the capital improvements to be made as part of the construction of the New Building. It is understood by the Parties that the capital improvements to the Property may proceed in phases. All costs associated with the construction and renovation of the Leased Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Leased Premises, improvements and renovations to the Leased Premises or equipment used on the Leased Premises during the Term.
- ii. Construction Escrow for New Building. Tenant agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the New Building are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds is immediately available and dedicated for the above purpose prior to any construction activities taking place on the Leased Premises. Any such evidence of the Tenant's financial capacity shall also include a letter from the Tenant's banking institution stating that the Tenant has secured a line of credit that is immediately available to Tenant for such purposes in an amount sufficient to cover 100% the costs thereof.
- iii. County Approval of Construction of New Building. Prior to the start of any construction activities relating to the New Building, Tenant shall send detailed demolition and construction plans and specifications to the County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Tenant's proposed contractor(s), for review and approval, which approval shall not be reasonably delayed or withheld. Conditions for approval shall include, but not be limited to, provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities. UEC shall reimburse County for the cost of a Milwaukee County Project Manager during the construction phases of the New

Building in an amount not to exceed seven thousand five hundred dollars (\$7,500.00) within thirty (30) days after receipt of an invoice therefor. The County and UEC shall meet at least annually during the Term of this Lease to review the UEC's use of the Leased Premises and to discuss new construction projects for the Property contemplated by either or both Parties.

- iv. Construction Standards for the New Building. Construction of the New Building shall comply with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Leased Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alterations or additions to the New Building after it is constructed undertaken by or on behalf of Tenant.
- v. Future Improvements. In no event shall Tenant make any future alterations or additions to the Leased Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed Fifty Thousand Dollars (\$50,000) in cost per instance. Tenant agrees that any future improvements that require ground disturbance, regardless of cost, unless expressly exempted in this Agreement, require a Right of Entry permit from Milwaukee County Parks.
- vi. Builder's Risk. For construction of the New Building, Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during the construction period of the New Building and is intended to terminate when the work has been completed and the Leased Premises are ready for occupancy. Prior to construction, Tenant shall supply County with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities of the New Building without written approval from the Parks Director and his/her designee. The County shall provide a written response to the Tenant within ten (10) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.
- vii. Licensed Tradespersons: Tenant agrees that, in connection with (a) the construction of the New Building and (b) alterations or additions in the New Building, or other area of the Leased Premises, after it is constructed that exceed the \$50,000 threshold in subparagraph v above, it shall retain fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
- viii. Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of the construction of the New Building or any alterations or additions

governed by subparagraph v above, Tenant shall provide to County a complete set of construction documents to be included at a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.

- ix. County Responsibilities. Milwaukee County will provide all applicable permits and waivers needed from the County for UEC to build the New Building, including those needed for utility services (for example electrical, telephone, internet and data, water, and gas), and will cooperate with UEC as required for on time and on budget completion of construction.

26. PARKS LOGO:

Tenant is responsible for all marketing and advertising to promote its activities. As is reasonable and appropriate, Tenant shall endeavor to acknowledge the County and include the County's logo in promotional materials, whether print or digital, controlled by UEC and distributed to the general public regarding UEC's activities and programming related to the New Building.

27. PERMITS, LICENSES, AND OTHER COSTS:

Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

28. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TARGETED BUSINESS ENTERPRISE GOALS:

- i. Generally. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Leased Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Leased Premises.
- ii. Non-Discrimination. Tenant 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. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.
- iii. Non-Segregated Facilities. Tenant 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.
- iv. Compliance. Tenant 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.

- v. Targeted Business Enterprise Goals. Tenant shall use reasonable efforts to cause its contractors performing services for the construction of the New Building to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of twenty-five percent (25%) for construction and seventeen percent (17%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.

29. COMPLIANCE WITH LAWS – ADA:

Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Leased Premises pertaining to: (a) accessibility, ensuring that the Leased Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Leased Premises.

30. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are connected to the Leased Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Nothing in this Lease shall be construed to constitute a waiver by UEC of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law. To the fullest extent permitted by law, the County shall indemnify Tenant for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are connected to the Leased Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the County, its agents, or employees. The County shall, at its own defense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Nothing in this Lease shall be construed to constitute a waiver by County of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

31. ENVIRONMENTAL INDEMNIFICATION:

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 brought onto or introduced into the Leased 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 Leased Premises and any Hazardous Materials brought onto or introduced by Tenant or its agents into the Leased Premises as described below.

- i. "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 Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; 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..

32. INSURANCE:

Before the Effective Date, 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 shall obtain and maintain in full force and effect for the duration 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 Lessor 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 sublimits)
Workers' Compensation	Statutory (Waiver of Subrogation required)
Employers' Liability	\$100,000/\$500,000/\$100,000
Comprehensive Automobile Liability Bodily Injury & Property Damage	\$1,000,000 per Accident

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

- (1) Name the Landlord and its officers, employees, agents and elected representatives as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- (2) 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;
- (3) State that the Tenant's insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- (4) Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Landlord.

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 Leased 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.

33. SITE RESTORATION:

Tenant shall be responsible for any actual documented physical damage to the Leased Premises and Property, including any necessary site restoration, shown to be caused by Tenant, its employees, agents, representatives, and guests. Within thirty (30) days of the discovery of any such damage, the Leased Premises and Property shall be restored to the satisfaction of the Parks Director or his/her designee; provided, however, that Tenant will be given the necessary additional time when the repairs or restoration require more than thirty (30) days for performance and UEC commences the repair or restoration within thirty (30) days and diligently pursues the repairs or restoration to completion. If damage is not repaired or restored in a timely manner and the County elects to repair or restore such damage, then the County shall have the right to repair or restore the damage with its own staff or contract with a private company to repair or restore the damage, and charge all reasonable costs directly associated with performing the repair or restoration work to the Tenant (including salary and benefits if done with the County's own staff).

34. SECURITY:

Unarmed security personnel are permitted within the Leased Premises and New Building for the purposes of checking identification and general observation. Tenant shall be solely responsible for and assume all risks related to Tenant's use of security personnel.

35. INSPECTION BY COUNTY:

County shall at all reasonable times, upon five (5) days' written notice, have the right to enter the Leased Premises and New Building to inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Leased Premises.

36. COUNTY RIGHTS OF ACCESS AND AUDIT

The Tenant, its officers, directors, agents, 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, to audit, examine and make copies of any and all records of the Tenant, or other party to the contract, related to the terms and performance of the Agreement. Due to the long-term nature of this lease, Parties agree that UEC will maintain any and all records related to the terms and performance of the Agreement for a period of seven (7) years after such records are created. County shall provide reasonable notice of any such audit unless County has reasonable grounds to believe that waste, fraud, and/or abuse is occurring and giving such notice will result in the destruction or alteration of relevant records. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and

responsibilities as the Tenant. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Tenant, or other party to the contract, 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.

37. ASSIGNMENT:

The Lease will not be assignable by either Tenant or Landlord, in whole or in part, without the written approval of the other party; provided, however, that such approval will not be unreasonably withheld. An approved assignment shall only be to an entity performing a reasonably similar recreational and/or educational mission to Tenant and that any use of the New Building and Leased Premises will be consistent with City of Milwaukee "PK" Parks zoning. Notwithstanding anything to the contrary contained herein, if a mortgagee forecloses on its leasehold interest in the Leased Premises, such foreclosure shall not be deemed an assignment that requires consent hereunder.

38. 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.

39. MORTGAGE:

Tenant will have the right to grant a mortgage encumbering Tenant's leasehold interest in the Leased Premises and the New Building. Milwaukee County will execute any rider or joinder to any leasehold mortgage required by Tenant's mortgagee, which rider or joinder may provide (i) additional rights of notice to mortgagee, (ii) the right to cure Tenant defaults and extended periods in which to do so, (iii) consent to assignment of the Lease to mortgagee or a successor in the event of a foreclosure of the mortgage, provided that mortgagee agrees to be bound by the terms of this Lease, including the use provisions in Paragraph 37 and (iv) such other terms as may be reasonably required by Tenant's mortgagee, provided that the mortgage does not extend beyond the Term of this Lease and provided that Milwaukee County shall not be required to subordinate its fee simple interest in the Leased Premises to the mortgagee or any successor.

This Lease, the leasehold estate created hereby, and the rights of Tenant hereunder shall always be superior to the lien of any encumbrances which may affect the Leased Premises. Landlord agrees that it will place no mortgage or other lien or encumbrance upon the Leased Premises. Any lien or encumbrance made or placed upon the Leased Premises shall automatically be subject and subordinate to this Lease, the leasehold estate created hereby and the rights of Tenant hereunder.

40. TERMINATION:

The Lease may be terminated only for cause. Either party may terminate for cause upon sixty (60) days' written notice. However, prior to termination for cause, either party will be afforded ninety (90) days in which to cure the alleged breach after having been notified of such breach; provided, however, that if the breaching party is diligently pursuing a cure, the breaching party will have such additional time as is reasonably necessary to effect a cure.

41. OWNERSHIP OF IMPROVEMENTS:

Upon expiration of the Lease for any reason, the County reserves the right to require the Tenant to remove the renovations, improvements, or alterations on or to the Leased Premises, including the New Building, at no cost to the County. If the County exercises this right, Tenant shall be allowed twenty-four (24) months to seek a new tenant for the New Building subject to the County's approval consistent with Section 37 of this Lease. Tenant will be responsible for the maintenance of the New Building during this twenty-four month period. If after the expiration of the twenty-four (24) months Tenant does not secure a new tenant for the New Building, Tenant shall thereafter restore the area to a safe condition and stabilize any unvegetated land with planting approved by the County. In the event Tenant fails to remove the improvements from the Leased Premises or restore the area to a condition satisfactory to the County within ninety (90) days, the County may cause its removal or restoration and charge Tenant the reasonable expense thereof; provided, however, that Tenant will be given the necessary additional time when such removal or restoration requires more than ninety (90) days for performance and UEC commences the removal or restoration within ninety (90) days and diligently pursues the removal or restoration to completion

42. CASUALTY:

If the Leased Premises or the New Building is damaged or destroyed by fire or other casualty Tenant may, at its option, either (i) rebuild, restore and/or repair the New Building and other improvements, or (ii) remove the damaged portions of the New Building and improvements from the Leased Premises. In any event, Tenant shall be entitled to receive the entire insurance proceeds payable as a result of any damage to the New Building or any improvements on the Leased Premises occurring during the Term of this Lease.

43. COUNTY'S WARRANTIES AND REPRESENTATIONS:

County hereby makes the following warranties and representations with respect to the Boathouse:

- i.** County has the full power and authority to enter into this Lease.
- ii.** To County's current and actual knowledge, County has not received, and County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Boathouse.

County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.

- iii. To County's current and actual knowledge, County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Leased Premises.
- iv. To County's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Leased Premises, and County is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Leased Premises.
- v. To County's current and actual knowledge there are no outstanding permits, certificates, licenses or other similar approvals or authorizations that are required (but have not been obtained) for the granting of the leasehold interest in the Leased Premises under any federal, state or local law, ordinance, rule or regulation, or by any governmental or quasi-governmental agency having jurisdiction over the Leased Premises.
- vi. To County's current and actual knowledge there is no existing law, ordinance, governmental requirement or any other restriction that would prevent or limit the leasing of the Leased Premises to Tenant.
- vii. To County's current and actual knowledge, there are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders that are (i) attached or pending against or relating to the Leased Premises or the transaction contemplated herein; or (ii) attached or pending that could affect the Leased Premises or the transaction contemplated herein.
- viii. Except as specified in Exhibit E ("Hazardous Materials Report"), to County's current and actual knowledge, (i) County has no knowledge of any Hazardous Material (as defined below) being or having been transported to or from, or generated, released, stored, or disposed of on or under the Leased Premises; (ii) County has no knowledge that the Leases Premises or any part of any improvements and equipment thereon contains any polychlorinated biphenyls; (iii) County has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on or under the Leased Premises or any notice contrary to (i) and (ii) above; and (iv) County has no knowledge of any underground tanks on the Leased Premises.

44. 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.

45. NOTICES:

All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:
Executive Director
Urban Ecology Center
1500 East Park Place
Milwaukee, WI 53211
And
Branch Manager
Urban Ecology Center
1859 North 40th Street
Milwaukee, WI 53208

To County:
Milwaukee County Economic
Development
Economic Development Director
633 W. Wisconsin Ave.
Suite 903
Milwaukee, WI 53203
And
Milwaukee County Parks
Parks Director
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Tenant:

By: _____ Date: _____

Milwaukee County

By: _____ Date: _____

Approved:

By: _____ Date: _____

County Executive

*Approved with regards to County Ordinance
Chapter 42:*

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

By: _____ Date: _____
Corporation Counsel

Reviewed by:

By: _____ Date: _____
Risk Management

*Approved as to funds available per Wisconsin
Statutes Sec. 59.255(2)(e):*

By: _____ Date: _____
Comptroller

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

Exhibit A
Leased Premises

Exhibit B
Extended Use Area

Exhibit C
Restoration Plan

Exhibit D
Hazardous Materials Report