

GVK:e  
3/19/73

REC 763 MAC 81  
ORIGINAL

72-2031-4

LEASE

100 ✓  
171

The CITY OF MILWAUKEE, a municipal corporation, hereinafter called the "Lessor," and MILLER BREWING COMPANY, a Wisconsin corporation, hereinafter referred to as the "Lessee," pursuant to the provisions of Section 66.048(3), Wisconsin Statutes, 1971, hereby agree to enter into a lease agreement as follows:

1. The Lessor hereby leases a space over West State Street not less than nineteen (19) feet above said street at its present grade, consisting of an area not more than sixteen and seventy-five hundredths (16.75) feet in height and twenty-three (23) feet in width, described as follows:

That part of W. State St. lying under a bridge 23 feet in width, 66 feet more or less in length, 16.75 feet in height, with a clearance above W. State St. of not less than 19 feet above the existing grade of W. State St. The center line of said structure is a straight line running through part a. and part b., said point being described as follows:

Commencing at a point at the intersection of the center lines of N. 41st St. and W. State St. in said City of Milwaukee; thence S 83° 45' W 68.91 feet to a point; thence S 89° 01' W, 100.64 feet to a point:

a. (For center line South) thence N 78° 29' W 11.08 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4; thence S 0° 46' 45" E along the W line of said Lot 1, Block 4 to a point at the intersection of the S line of W. State St.; thence S 78° 29' E, 12.89 feet to a point which is the center line of said bridge at the South side of W. State St.;

b. (For center line North) beginning at said aforementioned point in the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4; thence N 78° 29' W, 1.45 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 3, Block 1; thence N 0° 46' 4" W to the North line of W. State St. to a point; thence S 78° 29' E, 16.31 feet along the N line of W. State St. to a point; thence N 89° 01' E, .31 feet to a point which is the center line of said bridge at the North side of W. State St.

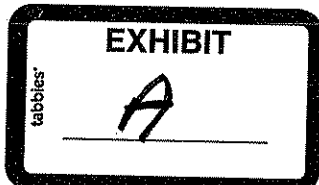
subject to the terms and conditions hereinafter set forth.

2. Terms. Said lease shall run for a period of ninety-nine (99) years from the date of the execution of said lease by said Lessee, provided, however, that the Lessee may terminate said lease at any time during the ninety-nine (99) year period by giving the Lessor due notice of its election to terminate said lease in writing

\*in Assessor's Plat No. 124 being a part of the NW 1/4 of Section 25, Township 7 North, Range 21 East.

JAN-2-74 4 64 577 • 4813835 A CANEC

\*\*00\*



by registered or certified mail, at least six (6) months prior to the termination date specified in said notice, said termination, however, shall not become effective until the structure is completely removed.

3. Rental. The rental to said Lessor by the Lessee under the said lease shall be the sum of One Hundred and no/100ths Dollars (\$100.00) per year, which rental shall be paid by the Lessee to the Lessor in annual payments, the first payment being due upon the acceptance of this lease by the Lessee, and future annual payments to be due thirty (30) days prior to the annual anniversary date of said lease; said rental payments to be made to the office of the City Treasurer of the City of Milwaukee.

4. Use and Occupancy. The Lessee covenants and agrees that upon the execution of this lease with the Lessor, it will in due course construct and erect a fireproof enclosed structure joining buildings located adjacent to the premises herein leased, said structure to be used for such purposes as are consistent with the design and plan of the structure.

5. Plans, Regulations and Permits. The Lessee shall have plans and specifications for said structure prepared by a registered professional engineer, which plans and specifications shall be approved by the Commissioner of Public Works and the Inspector of Buildings of the City of Milwaukee prior to the commencement of construction of the structure. The structure shall be completed in every respect according to said plans and specifications and to the satisfaction of the registered professional engineer who shall supervise the construction thereof. The Lessee shall further obtain the necessary permits from the Lessor for the construction of said structure and pay all proper fees for the same, and comply with all building and zoning regulations of the Lessor, the County of Milwaukee and the State of Wisconsin, which shall at any time be applicable to the par-

particular structure, or the construction and maintenance thereof.

6. Maintenance. The Lessee shall safely maintain said structure and regulate the use and occupancy thereof so that the structure or the use thereof will not be a hazard or danger to the persons or property of the public using the street below said structure.

7. Financial Responsibility. The Lessee shall maintain and keep in force during the term of said lease public liability insurance in the amount of Two Hundred Fifty Thousand and no/100ths Dollars (\$250,000.00) for an individual claim and One Million and no/100ths Dollars (\$1,000,000.00) for multiple claims arising out of an accident involving said structure or the use or occupancy of the premises hereby leased, and the Lessor in said policy shall be held harmless from all claims, liabilities or causes of action arising out of any injury to person, persons or damage to real or personal property arising out of construction, maintenance, destruction or dismantling of said structure or from collapse of said structure or which arise by reason of any material or thing whatsoever falling or being thrown from said structure, a certificate of insurance in said sum to such effect including the Lessor as a party insured shall be deposited with the City Clerk of the City of Milwaukee prior to the commencement of construction of said structure. Such policy of insurance shall also contain a provision that during the construction period the aggregate limits of such policy for multiple claims shall be increased to Three Million and no/100ths Dollars (\$3,000,000.00).

4813835

REGISTER'S OFFICE } SS  
Milwaukee County, Wis. }  
RECORDED AT: 9:55 AM M

on JAN - 2 1974 in  
Reel 763 image 81 to 88 incl

Walter R. Bueyale  
REGISTER OF DEEDS

8. Termination of Lease in the Event of Condemnation of Either or Both Buildings. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of either one or both of the buildings owned by the Lessee which are connected by said structure, to the extent that either or both buildings would not require the continued use of the structure, this lease shall be terminated as of the time the Lessee surrenders the use and occupancy of said structure and building or buildings and has said structure removed pursuant to this lease.

9. Removal of Facilities. The Lessee shall upon demand by the Lessor, pay such charges as may be incurred by the Lessor for the removal of any facilities, utilities or structures between the street lines and underneath the proposed structure which are made necessary by reason of the construction of the structure.

10. Signs. The Lessee shall not place or maintain any sign or signs or cause them to be placed on the outside of said structure.

11. Act of God, Rioting, and Public Enemies. In the event of the destruction of said structure by an act of God, public enemies, or by reason of riot or insurrection, the said lease shall terminate and the Lessee shall not be required to pay any further rent to the Lessor. However, in such event, the Lessee shall have the right to reconstruct the structure, or any portion thereof demolished, provided such reconstruction is started within six (6) months of the destruction, and in such event the Lessee shall pay rental for any period during which the structure was destroyed and inoperative.

12. Entry by Lessor. The Lessor, by its officers, agents or employes, may at all reasonable times enter upon said demised area to view the condition of the structure and require any and all necessary repairs and alterations thereto for the public safety and well being.

13. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent and such default shall continue for a period of thirty (30) days after written notice thereof by registered or certified mail to the Lessee by the Lessor, or if default shall be made in any of the other terms and conditions to be kept, observed and performed by the Lessee, and such default shall continue for thirty (30) days after written notice thereof by registered or certified mail to the Lessee from the Lessor, then the Lessor may at any time thereafter, prior to the procuring of such default within reasonable time, declare the term of said lease ended and terminated by giving the Lessee written notice of such intention and if possession of the demised area is not immediately surrendered, the Lessor may re-enter thereon for possession itself thereof and declare said lease to be terminated; in such event the Lessor may require that the Lessee remove and demolish said structure at its own expense or the Lessor may remove or demolish said structure and require the payment of the expense thereof from the Lessee to the Lessor within thirty (30) days thereafter.

14. Surrender of Premises. Upon the termination of the lease, the Lessee and the Lessor further covenant and agree that the Lessee shall yield up the area without further notice, but before the surrender of said area, the Lessee shall cause the structure to be demolished and removed and the area returned to the same condition it was in as when first acquired by the Lessee. In the event of the failure of Lessee to so remove said structure within six (6) months after the termination of the lease, it shall pay liquidated damages to the Lessor in the sum of One Hundred Dollars (\$100.00) for each and every day it remains in possession of said area after the expiration of six (6) months from the termination of said lease.

15. Parties to said Lease. The term "parties to said lease" shall include the successors and assigns of the Lessor and Lessee, respectively.

16. This lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify or amend any ordinances or resolutions of the City of Milwaukee relating to the use or obstruction of streets, the granting of permits and any regulations relating to the preservation of order and movement of traffic, or any other ordinances or resolutions or regulations not specifically set forth in the ordinance of which this lease is a part or as authorized by said Section 66.048 (3), Wisconsin Statutes.

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Henry W. Maier, Mayor, and Allen R. Callahan, Jr. City Clerk, and countersigned by O. N. Lischel, Deputy, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 23<sup>rd</sup> day of April, 1973.

CITY OF MILWAUKEE

By

Henry W. Maier  
Mayor  
Allen R. Callahan, Jr.  
City Clerk

Signed and sealed in presence of:

Hildegard N. Callon

Christie M. Todd

Countersigned:

O. N. Lischel  
Deputy City Comptroller

IN WITNESS WHEREOF, Miller Brewing Company, a Wisconsin corporation, has caused these presents to be signed by William K. Howell, Clifford R. Wilmot, and countersigned by Warren H. Dunn, \_\_\_\_\_, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 25th day of April, 1973.



MILLER BREWING COMPANY

By *J. H. Maxwell* Exec. Vice President  
By *Clifford P. Wilcox* Vice President  
Countersigned:

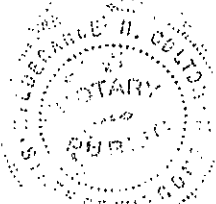
Signed and sealed in presence of:

*Rosalie Tagliavira*  
*Cathy Jigg*

*Warren H. Dunn* Secretary

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this 23<sup>rd</sup> day of April, 1973, Henry W. Maier, Mayor of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

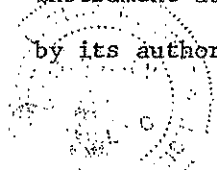


*Hildegard H. Colton*  
Notary Public, Milwaukee Co., Wis.

My commission expires: Jan 20, 1974

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this 23<sup>rd</sup> day of April, 1973, *Allen R. Colborn, Jr.*, City Clerk of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such city clerk of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.



*Christine M. Dues*  
Notary Public, Milwaukee Co., Wis.

My commission expires: Sept. 19, 1976

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this 23rd day of April, 1973,  
O. D. Strabel Deputy, City Comptroller of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such <sup>deputy</sup> city comptroller of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

Patricia R. Hoyt

Notary Public, Milwaukee Co., Wis.

My commission expires: Jan 13, 1974



STATE OF WISCONSIN )  
                               ) SS  
MILWAUKEE COUNTY )

The foregoing instrument was acknowledged before me this 25th day of April 1973 by William K. Howell, Clifford R. Wilmot, and Warren H. Dunn respectively, the Executive Vice President, Vice President, and Secretary of Miller Brewing Company, a Wisconsin corporation, on behalf of the corporation.



Rosalie Tagliavini  
Notary Public, Milwaukee County, Wis.  
My commission expires 2/20/77.