

AGREEMENT

This Agreement is made as of the ___ day of _____, 2005, by and between Columbia St. Mary's, Inc., a Wisconsin non-profit corporation, its subsidiaries and affiliates and all successors and assigns ("CSM"), and the Water Tower Landmark Trust, Inc., a non-profit corporation organized under the laws of the State of Wisconsin (the "WTLT").

WITNESSETH:

WHEREAS, CSM is currently planning to embark upon the demolition or renovation of existing facilities and the construction of extensive new facilities on property now owned or to be acquired by CSM in an area of the City of Milwaukee generally bounded on the east by Terrace Avenue, on the north by Bradford Avenue, on the west by Prospect Avenue, and on the south by North Avenue (the foregoing demolition, renovation and construction activities referred to as the "Project"); and

WHEREAS, WTLT is Milwaukee's oldest neighborhood association, founded in 1973 to preserve and enhance the unique residential character of Milwaukee's historic North Point North and South areas, which are listed in the National Register of Historic Places, are designated as state and local historic districts, include historic homes built as early as 1865, and consist of more than 1,000 historically and architecturally important buildings and believed by some to be the largest collection of well-preserved historic homes in Wisconsin; and

WHEREAS, CSM and its predecessors have offered health care services to the residents of the City of Milwaukee from its current location since 1858; CSM currently serves over 87,000 Milwaukee residents without regard to ability to pay; employs over 5,000 people, of whom 2,100 are Milwaukee residents; and believes that the Project represents a significant investment that contributes to the high quality of adjacent neighborhoods, serves as a catalyst for further economic development along the North Avenue corridor, and reflects CSM's continuing commitment to the city of Milwaukee; and

WHEREAS, the Hospital and the WTLT desire to document agreements between them relating to the Project as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Agreement; Acquisition/ Occupancy of Additional Property.** Except as expressly provided herein, the agreements, restrictions and limitations contained in this Agreement apply only to CSM's construction and development activities and business operations within a geographic area situated north of North Avenue, east of Lake Drive and south of Bradford Avenue in the City of Milwaukee, Wisconsin (the "City") Such area is hereinafter referred to as the "Impact Area." All of the real estate presently owned or leased by CSM in the Impact Area is depicted on the map attached as Exhibit "A" hereto (such property being hereinafter referred to as "CSM Property"). WTLT acknowledges that CSM owns or leases other property outside the Impact Area that is or will be a part of the Project. During the term of this Agreement, CSM will not, directly or indirectly, purchase, lease, rent or otherwise acquire or

occupy any real property within the Impact Area, other than the CSM Property. In the event any real property located in the Impact Area is contributed, donated or otherwise given to CSM, CSM will exercise reasonable efforts to sell or convey such property to a third party or parties for residential use within a reasonable period after assuming ownership thereof. In the interim, CSM may lease the real estate to a third party or parties for residential use only. CSM will include a pre-approved deed restriction in the deeds conveying any such property that it shall be used for residential purposes only, but CSM does not warrant or guarantee, and is not responsible or liable for, any purchaser's actual use of the property, nor shall CSM be obligated to enforce any such deed restriction.

2. **Terrace Avenue.** The Hospital will not construct, maintain, allow or facilitate in any manner any direct vehicular or direct pedestrian access from Terrace Avenue to any CSM Property within the Impact Area.

3. **Lake Drive and Related Agreements.** CSM will not attempt to seek approval or otherwise endorse, support or take any action to (a) close Lake Drive to through traffic, (b) open a street or other thoroughfare connecting Lake Drive and Terrace Avenue, or (c) reroute Lake Drive or extend or reroute Downer Avenue. Further, CSM will undertake reasonable efforts to cause the width of Lake Drive in the Impact Area to be substantially the same as the width of Lake Drive immediately north and south of the Impact Area.

4. **No Skywalks.** CSM will not construct skywalks above Lake Drive.

5. **2430 North Lake Drive.** CSM will not use the property it owns at 2430 North Lake Drive for medical services or parking purposes but may use the property (which may include the demolition of existing structures and the construction of new structures thereon) for hospice care, residential purposes, green space, or such other purpose as may be approved by WTLT.

6. **Heliport; Emergency Entrances.** No heliports shall be located east of Lake Drive, except for a temporary lakefront helipad to be maintained and used pending the completion of the Project. No entrances for emergency vehicles onto CSM Property shall be located on Lake Drive.

7. **Future Actions.** On that portion of CSM Property located in the Impact Area, CSM will not add additional floors to any CSM buildings, structures or other improvements, or otherwise alter the east-facing side of any buildings, structures or other improvements located on such property during the term of this Agreement, except as desired for structural or other maintenance and repair, and except for desired landscaping. Notwithstanding anything to the contrary in this Agreement, CSM may remove, construct, modify or change, existing or new improvements, in the Impact Area, as long as any such new improvements do not exceed forty (40) feet in height above street-front grade.

8. **Housing on Terrace Avenue.** CSM shall create three contiguous single-family residential lots, each 58 feet wide and 132.83 feet deep, fronting on the west side of Terrace Avenue, starting at the northern boundary of the CSM Property as depicted in the map attached as Exhibit B. The parties acknowledge and agree that the aforementioned lots are intended to

serve as a buffer between CSM's facilities and operations and the existing residential area on Terrace Avenue. The lots shall be incorporated into and designated residential in the proposed General Plan Development and Detailed Plan Developments for the Project, and if approved, CSM will offer the lots (numbered Lots 2, 3 and 4 on Exhibit B) for sale for single-family residential use at prevailing market rates, by January 1, 2008. CSM will include a deed restriction in the deeds conveying such lots providing that they shall be used for residential purposes only. The deed restriction shall also declare that because the lots are buffers, they will be exposed to the full impact of CSM's operations and activities, and that the owners of the lots are deemed to consent to CSM's business operations and its use of CSM Property within the Impact Area, including, without limitation, the location, design and use of the buildings located thereon. WTLT agrees that a deed restriction substantially in the form attached as Exhibit C is acceptable. CSM does not warrant or guarantee, and is not responsible or liable for, any purchaser's actual use of the property, nor shall CSM be obligated to enforce any such deed restriction. In addition, CSM shall restrict its use of the portion of Lot immediately south of Lot 2 (as depicted on Exhibit B as "Restricted Area"), to landscaped green space, except that CSM may use the southern 10 feet of such Restricted Area for the expansion of existing buildings or the construction of new buildings. In the event any of the lots numbered 2, 3 and 4 on Exhibit B are not sold for single-family residential use by January 1, 2009, such lot or lots shall be used for landscaped green space until sold for single-family residential use. It is agreed that lots numbered 2, 3 and 4 on Exhibit B may become part of the North Point North Historic District as soon as they are created by a duly-filed Certified Survey Map. The Restricted Area shown on Exhibit B may become part of the North Point North Historic District only after its sale by CSM for residential purposes.

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9. **Amendment of Agreement.** This Agreement may be amended or rescinded only by a writing signed by CSM and WTLT.

10. **Term of Agreement.** The term of this Agreement shall be 25 years from the date first above written.

11. **Public Support of WTLT.** WTLT will publicly support the Project, including without limitation CSM's plans to renovate the existing CSM buildings, to build additional buildings, and to construct tunnels beneath North Lake Drive and/or North Prospect Avenue to connect various CSM buildings, all in accordance with the General Plan Development and Detailed Plan Development(s) for the Project. For purposes of this section, "publicly support" means that (i) at least one WTLT officer, trustee or director, or another authorized representative with authority to speak on behalf of WTLT and its members, shall attend all of the following meetings and shall make public statements of support of the Project at such meetings and to the news media; (a) any meeting related to the Project called by CSM; (b) any meeting related to the Project called by a government agency or official; and (c) any meeting related to the Project called by WTLT, provided such meeting is open to the public; (ii) neither WTLT nor any WTLT officer, trustee or director, or any other person authorized by WTLT to speak on behalf of WTLT or its members, shall oppose, or withhold or express disapproval for, any aspect of the Project at any meeting described in subsection (i) above; (iii) neither WTLT nor any WTLT officer, trustee or director, shall commence, participate in, or support in any way, any lawsuit, administrative action or other public or private process to delay, change, or oppose any aspect of the Project, including, without limitation, any demolition, zoning or land use decision; and (iv) except as

- Deleted: related to the Project as identified from time to time by CSM
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- Deleted: held in connection with the approval of the Project, including without limitation, meetings called by or at the instance of any government agency or official, or neighborhood meetings generally open to WTLT members, or residents (including business owners) or neighbors of the North Point North Historic District, or other interested persons, to discuss the Project

permitted in Paragraph 8, neither WTLT nor any WTLT officer, trustee or director shall initiate, participate in, or support any effort to have any CSM Property designated as an historic property or included in any historic register, listing, district or preservation area. The restrictions in (ii) above do not apply to private meetings of the WTLT directors, officers or trustees to discuss this Agreement or either party's compliance with its terms. WTLT acknowledges that the promises made by CSM in this Agreement are made in reliance upon and anticipation of WTLT's full compliance with its obligations in this Paragraph 11. If CSM determines that WTLT or any of the officers, trustees or directors of WTLT has violated any provision of this Paragraph 11, then CSM may notify WTLT in writing, at the address set forth below, of the violation. If CSM and WTLT do not, within three (3) business days after WTLT's receipt of the notice of violation, mutually approve a plan for WTLT to repudiate the violation (which approval shall not be unreasonably withheld or conditioned), or, once approved, if WTLT does not implement the plan as approved, then CSM may, upon three business days' written notice to WTLT at the address set forth below, declare this Agreement null and void. Immediately upon such declaration, the parties are released from all obligations arising hereunder. If WTLT thereafter timely repudiates the violation in manner, form and substance acceptable to CSM in its reasonable discretion, CSM will promptly reinstate this Agreement in writing, and upon such written reinstatement the parties will again be bound by their respective obligations hereunder.

12. Future Changes to Detailed Plan Development. Contemporaneously with submission to the City, or any agency or commission thereof, of any request or application for changes to its final General Plan Development and Detailed Plan Developments for the Project, CSM shall submit a copy of such request or application and all supporting materials to the then current President of the WTLT. Further, within 10 business days thereafter, CSM shall meet with the President of the WTLT at a mutually convenient time and place to discuss all requested changes. The parties recognize that CSM will be submitting a General Plan Development and multiple Detailed Plan Developments for the Project as it begins implementing the Project. The WTLT's obligations in paragraph 11 apply to only all such General Plan Developments and Detailed Plan Developments submitted for the Project on or before December 31, 2006.

13. Enforcement. This Agreement may be enforced only by the named parties or their permitted successors and assigns. Any party hereto that believes there has been a violation of the terms of the Agreement must give written notice to the other party of any such alleged violation within 30 days after becoming aware thereof or the violation is deemed waived. The parties agree to attempt to resolve any dispute regarding the terms hereof informally within 15 days after receipt of notice of any alleged violation without litigation or the intervention of any outside parties. If the parties are unable to resolve the dispute within such 15 day period, then they shall submit the matter to non-binding mediation before a single mediator acceptable to the parties. If the parties are unable to agree upon a mediator within fifteen (15) business days after mediation is first requested in writing by a party, either party may petition the circuit court for Milwaukee County for the appointment of a mediator. The parties shall bear their own costs for any mediation and shall each pay one half of the mediator's fees and costs. If the parties are unable to resolve the dispute within thirty (30) days of the selection of a mediator, either party may pursue such legal remedies as they may have. Notwithstanding the foregoing, either party may, at its cost, seek temporary injunctive relief to preserve the status quo or prevent irreparable harm pending resolution as provided above.

14. **Assignment.** This Agreement binds the parties and their respective heirs, successors and permitted assigns. This Agreement may be assigned by CSM in connection with a merger of CSM, consolidation involving CSM, transfer of all or any portion of the sponsorship of CSM, or the sale or transfer of all or substantially all CSM Property, or to any entity that controls, is controlled by, or is under common control with, CSM. The Agreement may be assigned by WTLT to a non-stock, non-profit entity duly organized under Wisconsin law that has substantially the same mission and purpose as WTLT, but only upon the dissolution or other termination of WTLT.

15. **Authority.** Each party represents and warrants that it has the authority to sign this Agreement and to cause all necessary steps to be taken to comply with its terms.

16. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Wisconsin, without regard to conflict of law principles.

17. **Notices.** Any notices delivered under this Agreement shall be deemed adequately made if sent by registered mail or if hand-delivered to the addresses below:

If to CSM:

Columbia-St. Mary's, Inc.
2323 N. Lake Drive
Milwaukee, WI 53211
Attn: Paul Westrick

with a copy to:

Columbia-St. Mary's, Inc.
4425 N. Port Washington Rd.
Milwaukee, WI 53212
Attn: Legal Department

If to the WTLT:

Notices sent by registered mail shall be deemed received three business days after delivered to a U.S. post office. Notices hand-delivered shall be deemed received on the date delivered.

18. **Counterparts.** This Agreement may be executed in counterparts, both of which shall together constitute a single Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COLUMBIA ST. MARY'S, INC.

By: _____
Name: Leo P. Brideau
Title: President/CEO

WATER TOWER LANDMARK TRUST,
INC.

By: _____
Name: _____
Title: _____

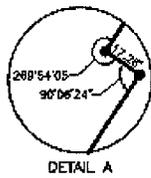
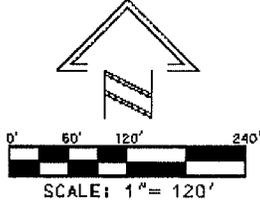
EXHIBIT A
Map of Impact Area
[To Be Completed]

EXHIBIT B
Certified Survey Map
See attached sheet

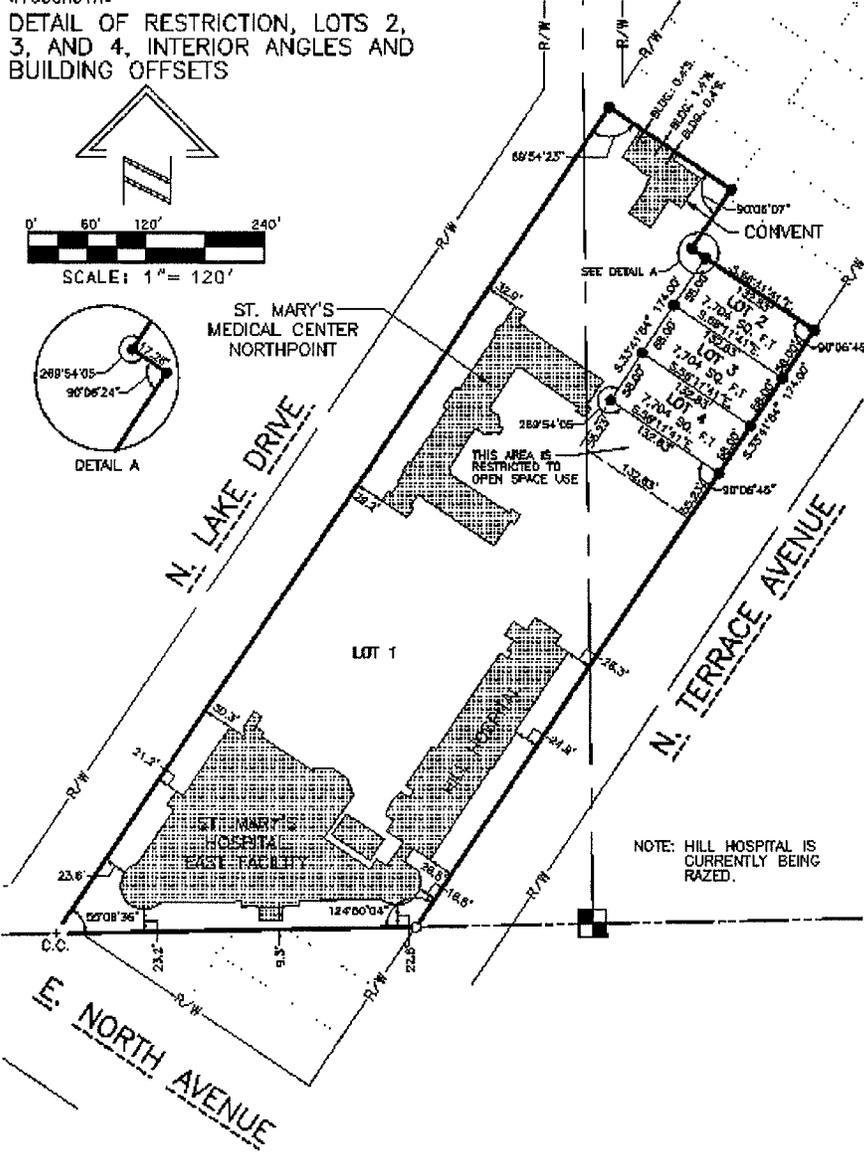
CERTIFIED SURVEY MAP NO. _____

Being a redivision of part of the Plat of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 7 North, Range 22 East and Lots 33 through 37 inclusive, part of Lot 32, Lots 72 through 75 inclusive, part of lot 71, in Block 3 of Gillman's Subdivision being a part of the West 1/2 of the Southeast 1/4 of Section 15, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

DETAIL OF RESTRICTION, LOTS 2, 3, AND 4, INTERIOR ANGLES AND BUILDING OFFSETS



ST. MARY'S
MEDICAL CENTER
NORTHPOINT



12/ 9/2000
BURT J. NAUMANN

THIS INSTRUMENT WAS DRAFTED BY: BURT J. NAUMANN JOB. NO. 20030042-17 SHEET 2 OF 5

EXHIBIT C

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made as of the ____ day of _____, 2005, by COLUMBIA ST. MARY’S HOSPITAL MILWAUKEE, INC. (“Owner”).

RECITALS

A. Owner owns certain real estate in the City of Milwaukee, State of Wisconsin, more particularly described as all of Lots 1, 2, 3 and 4 of Certified Survey Map No. _____, recorded in the records of the Register of Deeds of Milwaukee County as Document No. _____; and

B. ~~Owner wishes to subject Lots 2, 3 and 4, as well as a portion of Lot 1, of Certified Survey Map No. _____ to certain perpetual restrictions more fully detailed below.~~

Deleted: Pursuant to a certain agreement between Owner and the Water Tower Landmark Trust, Inc.,
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NOW, THEREFORE, the Owner makes the following declaration:

1. Lots 2, 3 and 4 of Certified Survey Map No. _____ shall be used only for single family residential purposes, and all subsequent owners of such lots shall comply with all laws applicable to such lots including, without limitation, requirements related to any historic district in which such lots may be included.

2. Lots 2, 3 and 4 of Certified Survey Map No. _____ were created to serve as a buffer zone between the existing Terrace Avenue residential neighborhood and Owner’s business operations. As a buffer zone, Lots 2, 3 and 4 of Certified Survey Map No. _____ shall be immediately adjacent to Owner’s business activities and shall have full exposure to such activities, including, without limitation, all noise, traffic, light, visual, functional and esthetic characteristics associated with Owner’s business activities. All owners of Lots 2, 3 or 4 of Certified Survey Map No. _____ understand and acknowledge that such lots were created to function as a buffer zone, and all such owners are deemed to consent thereto and to Owner’s use of its property, including all of Lot 1 of Certified Survey Map No. _____ (except as specifically limited by this Declaration) for its business purposes. Owner shall have no obligation to any owner of Lots 2, 3 or 4, nor shall any owner of Lots 2, 3 or 4 have any standing to require Owner, to construct any physical barriers, screening or landscaping, or to take any other action, to mitigate, shelter, screen, or reduce the impact of its proximity to Lots 2, 3 and 4 of Certified Survey Map No. _____.

Deleted: by agreement between the Owner and the Water Tower Landmark Trust, Inc.,

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3. That portion of Lot 1 of Certified Survey Map No. _____ consisting of a rectangular area 55.23 feet wide and 132.83 feet deep located immediately adjacent to and to the south of Lot 4 of Certified Survey Map No. _____ (which area is depicted as a restricted area on Exhibit A attached hereto) shall be maintained as open space, except that Owner may use the southern most ten (10) feet of such area for expansion of its buildings and facilities, including, without limitation, parking or such other activities as support Owner’s operations.

4. The foregoing restrictions run with the land and are binding on the Owner's successors and assigns.

Dated at Milwaukee, Wisconsin, on the date first written above.

COLUMBIA ST. MARY'S HOSPITAL
MILWAUKEE, INC.

By: _____

Name

Title

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2005, the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

THIS INSTRUMENT WAS DRAFTED BY:

Thomas R. Streifender, Esq.
Hall, Render, Killian, Heath & Lyman, P.C.

MILDOX/1100_10