

DRAFT
JURISDICTIONAL TRANSFER
AGREEMENT

Regarding Miller Park Stadium
Complex

DRAFT – WITH INPUT AND
CHANGES FROM CITY, TEAM,
AND DISTRICT FOLLOWING 2/4/05
MEETING – ADDITIONAL
DRAFTING TO OCCUR

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JURISDICTIONAL TRANSFER AGREEMENT

Regarding Miller Park Stadium Complex

This Jurisdictional Transfer Agreement ("**Agreement**") is made and entered into by and among the State of Wisconsin Department of Administration and Building Commission (collectively, "**STATE**"), the City of Milwaukee ("**CITY**"), the Redevelopment Authority of the City of Milwaukee ("**RACM**"), the Southeast Wisconsin Professional Baseball Park District, a statutorily-created instrumentality of the State ("**DISTRICT**"), the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin Limited Partnership ("**BREWERS**"), and Imperial Parking, Inc., a _____ corporation ("**IMPERIAL**"), and is dated as of this _____ day of _____, 2005.

RECITALS

- A. The City, with the assistance of State funding, is reconstructing Canal Street in the Menomonee River Valley. The reconstruction involves extending Canal Street across the Miller Park stadium complex grounds, tax key number 422-9997-000-5 (herein called the "**Stadium Property**") and over the Miller Park South Access Road (west ramp to east terminus) (herein called the "**South-Ring Road**"). Such extension of Canal Street is herein called the "**Canal Street Extension**." The South-Ring Road is depicted on the map attached hereto as Exhibit A and described in Exhibit B attached hereto.
- B. The Canal Street Extension has been included in the adopted Regional Transportation System Plan for Southeastern Wisconsin since 1994.
- C. By this Agreement, the State will transfer to the City jurisdictional responsibility for the segments of roadways and bridges at the Stadium Property known as the South-Ring Road, Miller Park East Access Road (herein called the "**East-Access Road**"), and the Miller Park North Access Road (44th St. to east terminus) (herein called the "**North-Ring Road**"). The East-Access Road is depicted on the map attached hereto as Exhibit A and described in Exhibit C attached hereto. The North-Ring Road is depicted on the map attached hereto as Exhibit A and described in Exhibit D attached hereto.
- D. The District constructed the South-Ring Road, the East-Access Road, and North-Ring Road in connection with its construction of the Miller Park stadium. At that time, it was understood that Canal Street would be extended to link-up with the South-Ring Road so that the linked-up roads could provide a future freeway access route. However, the East-Access Road and North-Ring Road were *then* intended to remain private roads.

- E. The East-Access Road and North-Ring Road will, however, along with the South-Ring Road, become public right-of-way under this Agreement.
- F. The Canal Street Extension (with two-way traffic) will provide a public benefit by providing a traffic-mitigation route during the Marquette Interchange reconstruction project.
- G. The Canal Street Extension, the East-Access Road, and the North-Ring Road will, as public right-of-ways, provide public benefit by providing critical infrastructure necessary to support redevelopment of, and local access to, the CMC Shops TID (TID No. ____).
- H. The City, the Brewers, and the District entered into that certain Right of Entry Agreement – South-Ring Road, dated _____, 2005 (the “2005 ROE”) allowing the City to undertake certain construction activities on the South-Ring Road associated with the Canal Street Extension.
- I. The State leases the Stadium Property to the District under a 99-year groundlease dated October 21, 1996, and the District, in turn, subleases the Stadium Property to the Brewers. The Brewers, in turn, license parking activities and management of parking at the Stadium Property to Imperial.
- J. By this Agreement, the State will transfer to the City jurisdictional responsibility of, and quit-claim to the City for public street purposes, the North-Ring Road, the East-Access Road, and the South-Ring Road, and the parties hereto will, pursuant to the terms hereof, undertake certain other obligations with respect to the transaction. For example, recognizing that the District wants to acquire certain real-property interests, and that Imperial and the Brewers want certain signage (and other improvements) installed and restrictions on off-site parking to be established, the City and RACM are willing to undertake certain duties set forth herein.
- K. Execution of and entry into this Agreement were duly approved by the parties by means of the following respective actions:
- (1) District board resolution passed on _____, 2005;
 - (2) RACM board resolution passed on _____, 2005, file number _____;
 - (3) City Common Council resolution passed on _____, 2005, file number _____;
 - (4) Brewer board resolution passed on _____, 2005;
 - (5) Imperial board resolution passed on _____, 2005;

(6) State approval by:

(a) State Legislature Joint Finance Committee resolution passed on _____, 2005, file number _____;

(b) State Building Commission resolution passed on _____, 2005, file number _____.

L. PLACE SAVER [DISTRICT TO DRAFT FURTHER RECITALS]

AGREEMENT

1. **Recitals.** For good and valuable consideration (including monetary and nonmonetary consideration), receipt and sufficiency of which are hereby acknowledged, the parties hereto accept and agree to the above recitals, and they further agree as follows.
2. **Jurisdictional Transfer.** The State hereby transfers to the City jurisdiction and jurisdictional responsibility for, and agrees to quit-claim to the City for public street purposes, the South-Ring Road, the East-Access Road, and the North-Ring Road (the "Transferred Roads"). City accepts jurisdiction and jurisdictional responsibility for the Transferred Roads. The other parties hereto consent to the transfer and to the quit-claim conveyance.

With the transfer and quit-claim conveyance, the Transferred Roads are public right-of-ways, and the City agrees to assume all maintenance and repair responsibilities associated with the Transferred Roads. City maintenance and repair shall be consistent with City's customary practice and procedures regarding maintenance and repair of public roadways - providing, however, that:

DISTRICT WANTS COVENANTS THAT DISTRICT AND BREWERS WILL GET ADVANCE NOTICE OF MODIF'S OR IMPROVEMENTS TO ROAD, AND COMFORT THAT CITY REPAIR/MAINTENANCE WON'T DISRUPT BALLGAMES. LET'S TALK ABOUT THIS.

[DISTRICT WOULD LIKE TO SEE SOMETHING LIKE THE FOLLOWING, BUT MAY HAVE LANGUAGE CHANGES TO THIS GENERAL CONCEPT:

The City agrees that upon the occurrence of the Jurisdictional Transfer, the City will be solely responsible for the maintenance and repair of the Roads at its sole cost and expense and the City shall thereafter indemnify the State, Team, and District for any repair or maintenance costs of the Roads.

The City agrees that it will maintain and repair the Roads such that Stadium operations will not be affected and that fans and persons visiting the Stadium via the Roads for baseball games and other activities will, at all times, enjoy ready access and good driving conditions for entering and exiting the Stadium's parking lots, commensurate with the types of games and events occurring at the Stadium.

The City agrees that it will consult with the Team and the District regarding any modifications or improvements to the Roads before making any such modifications or improvements to the Roads beyond those modifications or improvements outlined in the Right of Entry Agreement between the City, Team, and District dated January ____, 2005, so that the Team and the District may provide input to the City on the impact of such modifications or improvements on the Team and the Stadium.]

The State-to-City quit-claim deed shall be in form and substance of Exhibit E attached hereto.

3. **Lanes on South-Ring Road.** City and RACM agree that District is not responsible to construct or otherwise provide any additional lanes on the South Ring Road or any portion thereof, including any bridges on or comprising the South Ring Road, and that the City and RACM hereby waive any right, claim, or cause of action, whether past, present, or future, relative to (a) a previously litigated claim by CMC Heartland Partners that the District has or had a duty to construct or otherwise provide two additional lanes of travel on or near the bridge over the Menomonee River on the South Ring Road or any other improvements on the South Ring Road, and (b) any right, claim, or cause of action by any other party, including the City and RACM, that the District has or had a duty to construct or otherwise provide two additional lanes of travel on or near the bridge over the Menomonee River or any other improvements on the South Ring Road.
4. **Real-Property-Interest Transfers Associated with Transaction.**
 - A. **State-to-City Quit-Claim of Transferred Roads.** As referred to above, State shall execute and deliver to City a quit-claim deed for the Transferred Roads in form and substance of Exhibit E attached hereto, on an as-is, where-is basis with no representations or warranties.
 - B. **RACM -Wheelhouse Parcel (Fee Interest) and Other Subdivision Plat Conveyances.** District wishes to acquire from RACM a fee-interest in and to what is referred to as the "Wheelhouse Parcel" more particularly described on and depicted in Exhibit F attached (approximately 1.7 acres).

District understands that the Wheelhouse Parcel is part of a larger parcel owned by RACM, to wit tax key number _____. Hence, a land division will be required to convey the Wheelhouse Parcel to District.

District, the State, and the Brewers agree to cooperate with City and RACM with respect to the preparation and finalization (at RACM's expense) of a subdivision plat in accordance with Wis. Stat. Ch. 236 and Milwaukee Code of Ordinances Ch. 119, which plat will create a new and separate parcel that will be the Wheelhouse Parcel. And, after the subdivision plat is prepared (along the conceptual lines of the map attached hereto as Exhibit F):

- i. the State, the District, and the Brewers will promptly quit-claim deed to RACM what is generally referred to on the map as **Area 1**;
- ii. RACM will promptly quit-claim deed to the State what is generally referred on the map as **Area 2**; and
- iii. RACM will promptly quit-claim to the District the Wheelhouse Parcel.

DRAFT ABOVE 3 DEEDS AND ATTACH AS WELL AS EXHIBITS.

The Area 1 and Area 2 conveyances are intended to clarify boundary lines and title ownership.

All conveyances will be on an as-is, where-is basis with no representations or warranties. The parties agree to execute Wisconsin Real Estate Transfer Returns as needed to record the respective deeds, the respective grantee will be responsible for any transfer fee that may be due on the particular conveyance, the monetary consideration for the particular conveyances will be \$1 (the parties understanding that this Agreement and the parties' respective duties hereunder constitute nonmonetary consideration), and each grantee will obtain and pay for any title insurance it may wish to obtain.

- C. RACM - Lewinsky Parcel (620 S. 44th Street, Tax Key No. 423-0002-000-8) (Option). District wishes to acquire from RACM an option to purchase a fee interest in and to what is referred to as the "Lewinsky Parcel" more particularly described on and depicted in Exhibit attached. RACM and District will, upon execution of this Agreement, enter into an Option Contract in form and substance of that attached hereto as Exhibit. That Option Contract shall govern the terms and conditions of the option and right of first refusal. [SEE OPTION CONTRACT]
- D. MMSD Parcel (164 N. 44th Street, Tax Key No. 403-0101-1107). City agrees to facilitate discussions between the District and MMSD with respect to District's desire to acquire the MMSD parcel at 164 N. 44th Street, depicted on the map attached hereto as Exhibit and herein called the "MMSD Parcel." [DISTRICT PROPOSES LANGUAGE AS

FOLLOWS:

(1) The City hereby agrees to facilitate discussions between the District and MMSD regarding the sale of the MMSD Parcel to the District, and to use its best efforts to assist the District in procuring the MMSD Parcel.

(2) The City acknowledges and agrees that the provisions contained in this paragraph __ are essential components of the consideration for the agreement of the District to be a party to this Agreement.

(3) The City acknowledges and agrees that the sale of the MMSD Parcel to the District, upon terms and conditions satisfactory to the District, is expressly made a condition of the District's agreement to be a party to this Agreement, and that the Agreement shall not be enforceable against the District unless MMSD sells the MMSD Parcel to the District.]

- E. **Waterworks Parcel (127 S. 44th Street, Tax Key No. 422-9996-000-X) (Option).** District wishes to acquire from City an option to purchase a fee interest in and to what is referred to as the “**Water Works Parcel**” more particularly described on and depicted in Exhibit __. City and District will, upon execution of this Agreement, enter into an Option Contract in form and substance of that attached hereto as Exhibit __. The Option Contract shall govern the terms and conditions of the option. [SEE OPTION CONTRACT]
- F. **North 44th Street Vacation.** The parties hereto agree to cooperate with respect to the vacation of North 44th Street, including, as necessary, signing a petition or application to vacate. The vacation process shall be initiated by City, at City's expense.
- G. **District Option to City – North Parking Lot.** City wishes to acquire from District an option to purchase a fee interest in and to what is referred to as the “**North Parking Lot**” (the north parking lot located along 44th Street) more particularly described on and depicted in Exhibit __ attached. District and City will, upon execution of this Agreement, enter into an Option Contract in form and substance of that attached hereto as Exhibit __. That Option Contract shall govern the terms and conditions of the option. The City may only exercise its option rights in and to the North Parking Lot if the District delivers to City an “Election Notice” under District's Option Contract with City concerning the Waterworks Parcel.
- H. **Place Saver.**
5. **Story-Hill Impact.** After completion of construction of the Canal Street Extension, City shall monitor cut-through traffic impacting the Story Hill neighborhood and, if

City deems it necessary after its monitoring, City shall take reasonable action to discourage cut-through traffic entering the Story Hill neighborhood, including providing signage and/or construction of a driveway on Frederick Miller Way just west of the Miller Park Way Interchange to distinguish between the public roadway and private property.

6. **City Work, Signage, Equipment.** No later than March 15, 2006, with time being of the essence, the City shall, at its sole cost and expense, provide or perform the following in connection with City's construction of the Canal Street Extension:
- (a) Install a combination variable message sign and flashing LED advance warning sign at 25th and Canal Street.
 - (b) Adopt legislation and install "No Parking 1 Hour Before until 1 Hour After Stadium Events" on the Canal Street Extension west of 25th Street and on local roads associated with the Shops TID.
 - (c) Install a westbound right turn lane (350 ft.) at the intersection of Canal Street and the East Access Road.
 - (d) Install guide signs as necessary to direct Stadium bound pedestrians to the Hank Aaron State Trail and to discourage access to the East Access Road.
 - (e) Adopt legislation necessary to, and thereafter install, speed-limit-transition signs as necessary to reduce speed limit to 25 mph on the South Ring Road.
 - (f) Install 2 neon-based overhead changeable lane assignment/I-94 guide sign structures on the Canal Street Extension.
 - (g) Adopt legislation and install "Through Traffic Keep Right" sign on the Canal Street eastbound and the Miller Park Way northbound ramps.
 - (h) Install right turn taper at the intersection of Canal Street and the Miller Park Way northbound ramps.
 - (i) Install pavement marking on Canal Street between Miller Park Way and East Access Road.
 - (j) Adopt legislation and install I-94 guide signs on Canal Street between the East Access Road and 25th Street as necessary during the appropriate phases of Marquette Interchange reconstruction.
 - (k) The City shall also perform the following water-main

work: _____

- (l) Install sidewalk along East Access Road (as part of what will be public right-of-way) to facilitate pedestrian access to Miller Park complex via Hank Aaron Trail.
 - (m) Install a fence or other physical barrier along east side of East Access Road to protect pedestrians from moving traffic on East Access Road. The City shall consult with the Brewers and the District with respect to the materials and specifications for such fence or other physical barrier and the same shall be subject to the prior written approval of the Brewers and the District, which approval shall not be unreasonably withheld.
 - (n) Grant to "Imperial" (as hereinafter defined), at no charge and renewed for as long as required, an annual permit to maintain the in-ground loop detectors presently installed in the portion of Selig Drive situated north of Frederic Miller Way at parking gate numbers 6(a) and 6(b), such that Imperial shall have free and unrestricted access to the loops for the purpose of periodic maintenance, repair and replacement as may be necessary from time to time. Take all reasonable and available precautions to protect the loop system described above in the course of any work undertaken by the City from time to time in the area in which it is located, and in the event of damage to or destruction of the system due to re-paving or re-grading or any other activity of the City, to promptly repair or replace (as necessary) any portion of the system so affected. Imperial may, at its sole option, effect any such repairs or replacements on behalf of the City, and the City shall promptly reimburse Imperial for all direct costs and expenses incurred upon presentation of an invoice therefore.
7. **Law-Enforcement Costs; Enforcement of Restricted Parking.** City enforcement of posted restricted parking shall be consistent with City's general procedures and practices regarding posted restricted parking areas. However, the City, in the event of a complaint by the Team or its parking licensee or manager, shall promptly investigate the complaint and undertake appropriate enforcement action.
8. **Traffic Issues.** (a) The City, the District and the Team agree that public safety and fan convenience are of paramount importance with respect to the impact of the Canal Street Extension on traffic associated with Miller Park. The City hereby acknowledges that the Team has entered into a Parking License Agreement with Imperial Parking (U.S.), Inc. ("Imperial") pursuant to which Imperial provides parking management services at Miller Park.

(b) The City has requested the Team and the District to permit two-way traffic on South Ring Road prior to, during and after Team home games and other Miller Park special events ("Two-Way Traffic"). The Two-Way Traffic would enter from and exit to the Canal Street Extension. The Team and the District are willing to permit Two-Way Traffic on South Ring Road only, during certain Team home games and other Miller Park special events, but only upon and subject to the terms and conditions set forth below.

1. Two-Way Traffic shall be permitted on South Ring Road only prior to, during and after any Team home game and special event as to which the total attendance projected by the Brewers (i.e., inclusive of tickets sold and anticipated walk-ups) is 15,000 or less (the "Permitted Two-Way Traffic").

2. As to Team home games and other Miller Park special events as to which the attendance projected by the Brewers is more than 15,000, Two-Way Traffic shall be prohibited during the period of time commencing four (4) hours before such Team home game or special event and ending one and one-half (1-1/2) hours following the end of such Team home game or special event (the "Prohibited Two-Way Traffic Periods").

3. The City, District and Team understand that local law enforcement shall have the right to prohibit Two-Way Traffic during Permitted Two-Way Traffic in the event local law enforcement determines that such Two-Way Traffic should be terminated during the course of any such event due to emergency, public safety and/or fan convenience concerns.

4. In the event the Team and/or the District, in its or their reasonable judgment based upon an analysis of the impact of the Permitted Two-Way Traffic on public safety and/or fan convenience factors at Team home games or Miller Park special events, the Team and/or the District shall have the right, on not less than twenty-four (24) hours' prior written notice to the City, to terminate the Permitted Two-Way Traffic effective on the date set forth in such written notice.

5. At such time as the west leg of the Marquette Interchange Reconstruction Project has been completed, which is estimated to be _____, 2008, the prohibited Two-Way Traffic Periods shall be expanded to include all team home games and other Miller Park special events.

(c) The City agrees that, upon completion of the Canal Street Extension, it will monitor cut-through traffic impacting the Story Hill neighborhood and take action to discourage any such traffic as necessary, including the provision of signage indicating that the ring roads circling the western side of the Miller Park Complex are not public thoroughfares and/or construction of a driveway or other distinguishing feature to distinguish between the South Access Road, which will then be a public roadway, and the ring road circling the western side of the Miller

Park Complex, which will remain private property and serve only as a road to access Miller Park.

- 9. Special Privilege Regarding Operations in Public Right-of-Way On Transferred Roads.** (a) On or before _____, 2005, the City shall cause to be issued to the Team (including the Team's parking licensee or parking manager), a Special Privilege for the period of time commencing on the "Effective Date" (as hereinafter defined) and expiring upon the expiration of the Miller Park Lease between the District and the Team, including all renewals thereof, as the same may be amended from time to time. The Special Privilege shall be in form and substance satisfactory to the Team, and shall permit the Team to operate the South Ring Road and all other ring roads around the Miller Park Complex substantially in accordance with such operations as they currently exist and as may reasonably be modified from time to time. The Special Privilege shall be issued at no cost to the Team. For purposes hereof, the "Effective Date" shall mean the date upon which the State of Wisconsin delivers a Quit Claim Deed to the City which conveys South Ring Road to the City.
- (b) In consideration of, among other things, the increased labor, material and law enforcement costs associated with Two-Way Traffic which will be incurred by the Team and/or Imperial, the City agrees to be responsible for snowplowing on a timely basis, at no cost to the District, the Team and/or Imperial, all of the ring roads surrounding the Miller Park Complex including, but not limited to, the South Ring Road and Robin Yount Way. The City further agrees to periodically provide the labor and equipment, as necessary and upon prior written notice from the Team, to re-lamp the street lights adjacent to all of the ring roads at the Miller Park Complex. The Team shall provide to the City all of the bulbs and related materials required in connection with such re-lamping (including, but not limited to, the South Ring Road) at no cost or expense to the City. The foregoing snowplowing and re-lamping obligations of the City shall remain in effect until the expiration of the Miller Park Lease, including all renewals thereof.
- 10. Termination of Deed Restrictions on Miller Park Property.** Pursuant to the terms of a "Declaration of Restrictive Covenants," dated September 18, 1998, and recorded in the Milwaukee County Register of Deeds Office on December 17, 1998, as Document No. 7653363, certain restrictions were imposed on the use and development of the Stadium Property, which restrictions were binding upon the Team and inuring to the benefit of CMC Heartland Partners ("CMC") and its successors and assigns. RACM, having condemned CMC's interest in and to the parcel abutting the Stadium Property to the east, is the successor to CMC. RACM and the Team, on the date of execution of this Agreement, will execute a Termination of the Declaration of Restrictive Covenants in the form attached hereto as Exhibit. The Team shall, at its expense, record that document in the Milwaukee County Register of Deeds Office.

11. **Imposition of Restrictive Covenants on RACM Land.** RACM agrees to place the following restrictive covenant on all of its CMC TID lands in each deed of conveyance upon the conveyance of same or parts thereof:

“This conveyance is made subject to the following condition and restrictive covenant that shall run with the land and be binding upon Grantee and Grantee’s successors and assigns. No part of any parking lot and no parking spaces at or serving the parcel hereby conveyed shall be used for, or as an alternative, for parking areas utilized by Miller Park patrons at any time before or during Miller Park events where Miller Park patrons are charged for parking in the Miller Park parking lots. Such parking restrictions shall be in effect whether or not Grantee charges for parking in violation of these restrictions; provided, however, such parking restrictions shall not restrict the right of Grantee to provide for employee parking. In the event of any violation of this covenant, Grantee shall be liable for any and all losses suffered by the Milwaukee Brewers Baseball Club, Limited Partnership. This restrictive covenant may be enforced by RACM, as grantor, and/or by the Milwaukee Brewers Baseball Club, Limited Partnership, its successors and assigns.”

12. **Preventative Measures to Prevent Illegal Parking.** RACM and the City shall, until the CMC TID is fully developed, take whatever actions are reasonably necessary to prevent illegal parking on vacant lands on Canal Street through the utilization of fencing, delaying driveway construction, and/or enforcement.
13. **State-District Groundlease, District-Brewers Sublease, and Brewers-Imperial License.** The State, District, Brewers, and Imperial agree that the State-District groundleases, the District-Brewers sublease, and the Brewers-Imperial license are all, as between the respective parties to those respective agreements, deemed amended to reflect the jurisdictional transfer and the other terms and conditions of this Agreement. The District and the Team agree to execute amendments to the Amended and Restated Miller Park Lease Agreement dated June 30, 2004, to effectuate the terms and conditions of this Agreement, and that such execution shall take place no later than the Closing Date. The District, Team, and State agree to execute amendments to (a) the Ground Lease dated September 18, 1998 between and among the District, Team, and Building Commission (and as amended), and (b) the Ground Lease dated October 21, 1996 between and among the District, Team, and DOA (and as amended), and that such execution shall take place no later than the Closing Date (as defined herein). The parties hereto agree that any party may record any of such amendments with the Register of Deeds, or other appropriate office as necessary.
14. **District to Provide As-Builts.** District shall promptly provide to City as-built plans of the South-Ring Road, North-Ring Road, and East-Access Road, bridges at or affecting those roads, and utilities at, within, along, and/or associated with those roads.

15. **State CMAQ Funding.** On or before _____, 2005, the State shall provide the City with CMAQ funding for the Advance Warning Variable Message Sign to be located at 25th/Canal in the amount of \$ _____.
16. **Subject to State Approval; Closing Date.** The parties agree that upon execution of this Agreement, by the City, RACM, District, Brewers, and Imperial, (collectively, "Local Parties"), this Agreement shall be forwarded to the State for its approval. The Local Parties acknowledge that such approval by the State may take a significant amount of time. The enforceability of this Agreement is expressly conditioned upon the State approving the Agreement. The Local Parties agree that none of the conveyances, options, or other real property rights herein shall be enforceable or exercisable until the State approves and executes this Agreement. The parties agree that, upon approval and execution of this Agreement by the State, the parties shall choose a mutually agreeable closing date within a reasonable period of time after the State executes this Agreement ("Closing Date"), at which the conveyances, options, and other real property rights herein shall take effect by the appropriate executions of the deeds, Option Contracts, and other agreements attached to this Agreement.
17. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided any facsimile is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is successfully sent without receipt of an error or similar "unable to fax" message), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Agreement shall be given to the following:

District: Mr. Michael R. Duckett, Executive Director
Southeast Wisconsin Professional Baseball Park District
Miller Park
One Brewers Way
Milwaukee, WI 53214
(414) 902-4040 (telephone)
(414) 902-4033 (fax)

With a copy to:
Norm Matar
Davis & Kuelthau
111 East Kilbourn Avenue, #1400
Milwaukee, WI 53202-6677
(414) 225-1434 (telephone)
(414) 278-3634 (fax)

City or RACM:

Jeffrey Mantes
Commissioner, Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 501
Milwaukee, WI 53202
(414) 286-3301 (telephone)
(414) 286-3953 (fax)

With a further copy to:

Joel Brennan
RACM
809 N. Broadway, Room ____
Milwaukee, WI 53202
(414) 286-5820 (telephone)
(414) 286-5467 (fax)
Email: jbreenn@mkedcd.org

With a further copy to:

Gregg C. Hagopian
Assistant City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
(414) 286-2620 (telephone)
(414) 286-8550 (fax)
Email: ghagop@milwaukee.gov

State:

State of Wisconsin, Department of _____

Madison, WI 53 _____
(608) _____ (telephone)
(608) _____ (fax)

With a copy to:

Madison, WI 53 _____
(608) _____ (telephone)
(608) _____ (fax)
Email: _____

Brewers: Steve Ethier, Vice President, Miller Park Operations

Milwaukee Brewers Baseball Club, Limited Partnership
Miller Park
One Brewers Way
Milwaukee, Wisconsin 53214
(414) 802-4442 (telephone)
(414) 902-4552 (fax)
Email: steve.ethier@milwaukeebrewers.com

With a copy to:

Ben Abrohams
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5300
(414) 297-5703 (telephone)
(414) 297-4900 (fax)
Email: babrohams@foleylaw.com

Imperial: Tony Janowiec
General Manager
Imperial Parking, Inc.

Milwaukee, Wisconsin 532_____
(414) _____ (telephone)
(414) _____ (fax)
Email: tjanowiec@impark.com

With a copy to:

Imperial Parking, Inc.

Vancouver, British Columbia, _____
() _____ (telephone)
() _____ (fax)
Email: _____

Recipient address information (such as change in facsimile number) may, from time to time, be changed by notice duly sent hereunder.

- 18. **Counterparts; Facsimile Signatures.** This document may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Facsimile signatures shall be accepted as originals.
- 19. **Recording.** City may, if it elects, record a memorandum of this Agreement, at City's expense, in the Milwaukee County Register of Deeds Office against the real estate of which the Stadium Property is a part to give notice of the same to third

parties.

20. **Successors and Assigns.** This Agreement shall be binding upon successors and assigns of the parties hereto – providing, however, that no party hereto may assign any interest in or to this Agreement without the express written consent of all the other parties hereto, unless otherwise provided herein.
21. **Entire Agreement; Amendments.** This Agreement reflects the entire agreement among the parties hereto concerning the subject matter hereof. This Agreement may only be amended by means of a written document signed by all the parties hereto (or their permitted successors or assigns, as the case may be).
22. **Severability.** If any particular provision or provisions of this Agreement are determined to be invalid or unenforceable by a Court of competent jurisdiction, then the remainder shall be unaffected thereby and be valid and enforceable to the fullest extent permitted by law.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.
24. **Headings.** Headings in this Agreement are for convenience and ease of reference only.
25. **Drafter Doctrine.** This Agreement has been negotiated among the parties hereto and reviewed by respective legal counsel. The “construed against drafter” doctrine shall not apply to interpretation of this Agreement.
26. **Place Saver.**

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE

By: _____
 City Engineer Jeffrey S. Polenske
 per Common Council File No.: _____

**DISTRICT:
 SOUTHEAST WISCONSIN PROFESSIONAL
 BASEBALL PARK DISTRICT**

By:

Countersigned: _____ Chairman, Operations Committee

By: _____
W. MARTIN MORICS, Comptroller

BREWERS:

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

City Attorney Approval (Ord. §304-21)

By: _____
GREGG C. HAGOPIAN
Assistant City Attorney

By: Milwaukee Brewers Baseball Club, Inc.,
Its General Partner

By:
Richard C. Schlesinger,
Executive Vice President

STATE:

STATE OF WISCONSIN

IMPERIAL:

IMPERIAL PARKING, INC.

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name Printed: _____
Title: _____

Attest: _____
Name Printed: _____
Title: _____

RACM:

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name Printed: _____
Title: _____

ATTACHED:

- Exhibit A – Map of Transferred Roads
- Exhibit B – Legal Description of South – Ring Road
- Exhibit C – Legal Description of East – Access Road
- Exhibit D – Legal Description of North – Ring Road
- Exhibit E – Quit-Claim Deed of Transferred Roads
- Exhibit F – Legal Description of Wheelhouse Parcel
- Exhibit G – Lewinsky Option Contract
- Exhibit H – Waterworks Option Contract
- Exhibit I – North Parking Lot Option Contract
- Exhibit J – Amendment to Declaration of Restrictive Covenants

EXHIBIT A - MAP OF TRANSFERRED ROADS

*(Also shows Wheelhouse Parcel, Lewinsky Parcel, MMSD Parcel, Waterworks Parcel,
North Parking Lot, and Area 1 and Area 2)*

EXHIBIT B - LEGAL DESCRIPTION OF SOUTH-RING ROAD

The South-Ring Road, sometimes also referred to as the South Access Road from the western ramp to its east terminus to allow access from Southbound Miller Parkway is more particularly described as follows:

EXHIBIT C -LEGAL DESCRIPTION OF EAST-ACCESS ROAD

EXHIBIT D - LEGAL DESCRIPTION OF NORTH-RING ROAD

EXHIBIT E - QUIT-CLAIM DEED OF TRANSFERRED ROADS

	QUIT CLAIM DEED
Document Number	Document Title

THIS QUIT-CLAIM DEED is made as of this ____ day of _____, 20__, by the STATE OF WISCONSIN, hereinafter called "STATE," as the Grantor, to the CITY OF MILWAUKEE, hereinafter called "CITY," as the Grantee.

WITNESSETH:

Recording Area
Name and Return Address
Mr. Gregg C. Hagopian Assistant City Attorney City Attorney's Office 200 East Wells Street, Room 800 Milwaukee, WI 53202

Part of 422-9997-000-5
Parcel Identification Number (PIN)

1. **Conveyance of Property.** STATE hereby conveys and quit-claims to CITY, on an "AS-IS, WHERE-IS" basis, and for public street and public right-of-way purposes, all of STATE's right, title, and interest, whatsoever, in and to the real estate in the City and County of Milwaukee, Wisconsin, depicted on **Exhibit A** attached hereto as the South-Ring Road, the North-Ring Road, and the East-Access Road, and more particularly described on **Exhibits B, C, and D** attached hereto.

The South-Ring Road, the North-Ring Road, and the East-Access Road are part of Tax Key No. 422-9997-000-5.

2. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where STATE is not a lender in the transaction, and STATE is not a lender in this transaction).

IN WITNESS WHEREOF, STATE, as Grantor, has caused this Deed to be executed by its duly authorized officers as of the ____ day of _____, 20__.

STATE: State of Wisconsin

By: _____

Name Printed: _____

Title: _____

Attest: _____

Name Printed: _____

Title: _____

Drafted By: Gregg C. Hagopian, Assistant City Attorney, City of Milwaukee, 800 City Hall, 200 East Wells Street, Milwaukee, WI, 53202.

STATE NOTARIES

STATE OF WISCONSIN)

)ss.

_____ COUNTY)

Personally came before me this _____ day of _____, 20____, _____ and _____, the _____ and _____, respectively, of the State of Wisconsin, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My commission Expires: _____

EXHIBIT F – LEGAL DESCRIPTION OF WHEELHOUSE PARCEL

EXHIBIT G - LEWINSKY OPTION CONTRACT

	OPTION CONTRACT
Document Number	Document Title

THIS OPTION CONTRACT is made as of this _____ day of _____, 2005, by and between the CITY OF MILWAUKEE AND REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a redevelopment authority and a body public, corporate and politic under Wis. Stat. § 66.1333, hereinafter called "RACM," as the property owner, to the Southeast Wisconsin Professional Baseball Park District, a body corporate and politic and a special district under Subch. III of Wis. Stat. Ch. 229 ("District").

Recording Area
Name and Return Address
Mr. Gregg C. Hagopian Assistant City Attorney City Attorney's Office 200 East Wells Street, Room 800 Milwaukee, WI 53202

423-0002-000-8

Parcel Identification Number (PIN)

- Grant of Option; Option Price.** RACM hereby grants and conveys unto District on the terms and conditions set forth herein an exclusive option to purchase that certain property at 620 South 44th Street, Milwaukee, Wisconsin, Tax Key No. 423-0002-000-8, more particularly described in **Exhibit A** attached hereto (the "Lewinsky Parcel"). District shall pay to RACM on the date hereof \$10.00 as the option price.
- Term of Option.** This Option is effective as of the date of execution hereof. District may exercise this Option any time from the date hereto up to and including the date that is the 7th anniversary of the date hereof (the "Exercise Period"). RACM agrees that during the Exercise Period it will not market the Lewinsky Parcel or otherwise make any effort to sell the Lewinsky Parcel.
- Manner of Exercise.** District shall exercise this Option by delivering written notice to RACM at any time during the Exercise Period ("Exercise Notice"). Upon the exercise of this Option, District shall be obligated to buy the Lewinsky Parcel from City, and City shall be obligated to sell same to District, on the terms and conditions herein. And, closing on the conveyance shall be within 15 business days of the Exercise Notice at the offices of RACM at a date and time mutually acceptable to District and RACM.
- Purchase Price.** The Purchase Price to be paid by District to RACM for the Lewinsky Parcel in the event of District exercise of its Option shall be \$185,000, plus two percent (2%) interest per annum from the date hereof until the date of purchase. In the event the District does not exercise its Option during the Exercise Period, District shall pay to RACM at the completion of the Exercise Period an amount equal to two percent (2%) per annum of the Purchase Price, i.e., \$25,900.00.

5. **Quit-Claim Deed, AS-IS.** If District exercises its Option, RACM shall convey the Lewinsky Parcel by quit-claim deed in the form attached hereto as **Exhibit B**, on an "AS-IS, WHERE-IS" basis, with no representations or warranties, express or implied, and with all faults, known or unknown, including physical, geotechnical, legal, and environmental issues.
6. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from RACM as an instrumentality or subdivision of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where RACM is not a lender in the transaction, and RACM is not a lender in this transaction).
7. **Landlocked; Environmental Issues.** District is aware that the Lewinsky Parcel is landlocked and affected by adverse environmental issues. RACM has monitoring wells on the parcel in an effort to deal with the issues via natural attenuation. Without in any way affecting or changing the "AS-IS" nature of any conveyance hereunder, RACM will, until conveyance of the parcel to District, continue to monitor the wells in the same manner as RACM has been doing.
8. **Title Insurance.** If District wishes to obtain title insurance on the Lewinsky Parcel, it shall do so on its own at its own expense, but District must provide to RACM a copy of any title insurance commitment that District obtains on the Lewinsky Parcel.
9. **Prorations; Special Assessments.** RACM shall be responsible for special assessments levied before the date of the Exercise Notice. All other special assessments shall be District's responsibility. The Lewinsky Parcel is property-tax exempt under RACM's ownership so there is no need to prorate general property taxes.
10. **Recording.** RACM shall record this Agreement at District's expense in the Register of Deeds Office. If District exercises its option hereunder, District shall pay for recording of the deed to it, and RACM shall record that deed.
11. **Binding Effect; Assignment.** All of the terms, covenants and conditions of this Option Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. District, and its successors and assigns, may assign this Option, or any portion thereof, without the consent of City, and the representations, warranties, covenants and agreements herein contained and all other rights of District arising hereunder will inure to the benefit of any such assignee or assignees. City may not assign or convey its interest in the Lewinsky Parcel or this Option Contract without District's written consent.
12. **Limitation on Assignment.** District may not assign this Option to any tax-exempt entity. In the event District desires to exercise this Option, City must be satisfied that the Lewinsky Property will be subject to property taxes.
13. **Additional Option Contract.** In the event City, RACM, Milwaukee Economic Development Corporation, or any of City's subdivisions, affiliates, or related entities (collectively, "City Entities") acquire that certain property at _____ Street, Milwaukee, Wisconsin, Tax Key No. _____, more particularly described in **Exhibit C** attached hereto (the "Stimac Parcel"), City and RACM agree that the City Entities holding the Stimac Parcel ___ shall enter into an additional option contract for the Stimac Parcel with District ("Stimac Option Contract") under the same terms as this Option Contract (including the time period designated as the Exercise Period). City and RACM acknowledge that the

contemplated Stimac Option Contract is part of the consideration for District entering into this Option Contract, and that no additional consideration shall be due to the City Entities for the Stimac Option Contract, except that the option price for the Stimac Parcel shall be \$10.00, and the purchase price for the Stimac Parcel shall be the total reasonable costs spent by City Entities to acquire, remediate, clean up, and otherwise prepare the Stimac Parcel for development.

14. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided any facsimile is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is successfully sent without receipt of an error or similar "unable to fax" message), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Agreement shall be given to the following:

District: Mr. Michael R. Duckett, Executive Director
Southeast Wisconsin Professional Baseball Park District
Miller Park
One Brewers Way
Milwaukee, WI 53214
(414) 902-4040 (telephone)
(414) 902-4033 (fax)

With a copy to:

Norm Matar
Davis & Kuelthau
111 East Kilbourn Avenue, #1400
Milwaukee, WI 53202-6677
(414) 225-1434 (telephone)
(414) 278-3634 (fax)

RACM:

Jeffrey Mantes
Commissioner, Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 501
Milwaukee, WI 53202
(414) 286-3301 (telephone)
(414) 286-3953 (fax)

With a further copy to:

Joel Brennan
RACM
809 N. Broadway, Room ____
Milwaukee, WI 53202
(414) 286-5820 (telephone)
(414) 286-5467 (fax)
Email: jbrenn@mkedcd.org

With a further copy to:

Gregg C. Hagopian
Assistant City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
(414) 286-2620 (telephone)
(414) 286-8550 (fax)
Email: ghagop@milwaukee.gov

Recipient address information (such as change in facsimile number) may, from time to time, be changed

My commission Expires: _____

FORM OF QUIT-CLAIM DEED REGARDING LEWINSKY OPTION CONTRACT

	QUIT CLAIM DEED
Document Number	Document Title

THIS QUIT-CLAIM DEED is made as of this ____ day of _____, 20__, by the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a redevelopment authority and a body public, corporate and politic under Wis. Stat. § 66.1333, hereinafter called "RACM," as the Grantor, to the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a body corporate and politic and a special district under Subch. III of Wis. Stat. Ch. 229, hereinafter called "DISTRICT," as the Grantee.

WITNESSETH:

Recording Area
Name and Return Address
Mr. Norm Matar Davis & Kuelthau 111 E. Kilbourn Ave, No. 1400 Milwaukee, WI 53202-6677

423-0002-000-8
Parcel Identification Number (PIN)

1. **Conveyance of Property.** RACM hereby conveys and quit-claims to DISTRICT, on an "AS-IS, WHERE-IS" basis, all of RACM's right, title, and interest, whatsoever, in and to the real estate in the City and County of Milwaukee, Wisconsin, described in **Exhibit A** attached hereto.

Address: 620 South 44th Street.
Tax Key Number: 423-0002-000-8.

2. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from RACM as an instrumentality of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where RACM is not a lender in the transaction, and RACM is not a lender in this transaction).

IN WITNESS WHEREOF, RACM, as Grantor, has caused this Deed to be executed by its duly authorized officers as of the ____ day of _____, 20__.

EXHIBIT H - WATERWORKS OPTION CONTRACT

Document Number	OPTION CONTRACT Document Title
<p>THIS OPTION CONTRACT is made as of this ____ day of _____, 2005, by and between the CITY OF MIWLAUKEE, a Wisconsin municipal corporation, hereinafter called "CITY," as the property owner, and the Southeast Wisconsin Professional Baseball park District, a body corporate and politic and a special district under Subch. III of Wis. Stat. Ch. 229 ("District").</p>	

Recording Area
 Name and Return Address
 Mr. Gregg C. Hagopian
 Assistant City Attorney
 City Attorney's Office
 200 East Wells Street, Room 800
 Milwaukee, WI 53202

422-9996-000-X
 Parcel Identification Number (PIN)

1. **Grant of Option; Option Price.** City hereby grants and conveys unto District on the terms and conditions set forth herein an exclusive option to purchase that certain property at 127 South 44th Street, Milwaukee, Wisconsin, Tax Key No. 422-9996-000, more particularly described in **Exhibit A** attached hereto (the "Waterworks Parcel"). District shall pay to City on the date hereof \$10.00 as the option price.
2. **Term of Option.** This Option is effective as of the date of this document and it terminates at midnight on the _____ anniversary of that date (the "Contract Period").
3. **City Desire to Sell; Appraised Value.** If City should declare the Waterworks Parcel surplus and desire to sell or convey the same at any time during the Contract Period, City shall provide written notice of such to District and first allow District the exclusive option to purchase the Waterworks Parcel at its then fair market value as determined by an appraiser jointly selected by District and City whose fee shall be paid by District. The appraiser shall follow uniform standards of professional appraisal practice, be an M.A.I. appraiser, and provide a full-narrative written appraisal report to each of City and District. District shall have 15 days from receipt of the appraisal report to determine whether it elects to acquire, District must provide written notice of such to City ("Election Notice") within said 15 day period (time is of the essence), and District shall then be obligated to buy the Waterworks Parcel from City, and City shall be obligated to sell same to District, at the appraised fair market value price, and on the terms and conditions herein. And, closing on the conveyance shall be within 20 days of the date of District's Election Notice at the offices of City at a date and time mutually acceptable to District and City.

4. **Commitment by City to Sell under Certain Conditions.** City agrees that it will declare the Waterworks Parcel surplus property, take all other necessary actions to sell the same to District, and sell the same to District, under the terms and conditions herein, in the event that (a) the Waterworks Parcel ceases to be a material and necessary facility for the water services and activities currently carried out at the Waterworks Parcel; (b) the Waterworks Parcel is not used for the water services and activities currently carried out at the Waterworks Parcel for a period of 12 consecutive months; or (c) in the event that a professional baseball stadium is built at or near Miller Park to replace Miller Park or otherwise serve as a professional baseball stadium at or near Miller Park, regardless whether (a) or (c) in this paragraph occurs.
5. **No Further Improvements.** City agrees that the Waterworks Parcel shall not be significantly improved and that the facilities there shall not undergo significant or major improvements including, but not limited to, construction of additional or replacement water tanks at the Waterworks Parcel. Nothing herein shall preclude routine maintenance and repair of the current facilities. The parties agree that the intent of this Option Contract is that City will use the Waterworks Parcel for the remaining useful life of the facilities on the Waterworks Parcel, at which time the City shall declare the Waterworks Parcel surplus and thereafter allow the District to exercise this Option.
6. **Quit-Claim Deed, AS-IS.** If District timely and properly provides the Election Notice, City shall convey the Wheelhouse Parcel by quit-claim deed in the form attached hereto as **Exhibit B**, on an "AS-IS, WHERE-IS" basis, with no representations or warranties, express or implied, and with all faults, known or unknown, including physical, geotechnical, legal, and environmental issues.
7. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from City as an instrumentality or subdivision of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where City is not a lender in the transaction, and City is not a lender in this transaction).
8. **PSC.** Notwithstanding anything to the contained herein, any conveyance from City to District is subject to any prior approval or consent that may be required to be obtained at law and/or from the Wisconsin Public Service Commission. City agrees that, in the event it is required to convey the Waterworks Parcel under the terms and conditions set forth herein, City will use its best efforts to obtain any prior approval or consent that may be required to be obtained at law and/or from the Wisconsin Public Service Commission
9. **Title Insurance.** If District wishes to obtain title insurance on the Waterworks Parcel, it shall do so on its own at its own expense, but District must provide to City a copy of any title insurance commitment that District obtains on the Waterworks Parcel.
10. **Prorations; Special Assessments.** City shall be responsible for special assessments levied before the date of the written appraisal report. All other special assessments shall be District's responsibility. The Waterworks Parcel is property-tax exempt under City's ownership so there is no need to prorate general property taxes.
11. **Recording.** City shall record this Agreement at District's expense in the Register of Deeds Office. If District elects to acquire the parcel under its rights hereunder, District shall pay for recording of the deed to it, and City shall record that deed.

12. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided any facsimile is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is successfully sent without receipt of an error or similar "unable to fax" message), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Agreement shall be given to the following:

District: Mr. Michael R. Duckett, Executive Director
Southeast Wisconsin Professional Baseball Park District
Miller Park
One Brewers Way
Milwaukee, WI 53214
(414) 902-4040 (telephone)
(414) 902-4033 (fax)

With a copy to:

Norm Matar
Davis & Kuelthau
111 East Kilbourn Avenue, #1400
Milwaukee, WI 53202-6677
(414) 225-1434 (telephone)
(414) 278-3634 (fax)

CITY:

Commissioner, Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 501
Milwaukee, WI 53202
(414) 286-3301 (telephone)
(414) 286-3953 (fax)

With a further copy to:

City of Milwaukee
Superintendent, Department of Water Works
841 N. Broadway, Room 409
Milwaukee, WI 53202
(414) 286-3710 (telephone)
(414) 286-2672 (fax)

With a further copy to:

Gregg C. Hagopian
Assistant City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
(414) 286-2620 (telephone)

(414) 286-8550 (fax)

Recipient address information (such as change in facsimile number) may, from time to time, be changed by notice duly sent hereunder.

This document was approved by the City Common Council, resolution file number _____, passed _____, 2005. It was approved by District by resolution passed _____, 2005.

IN WITNESS WHEREOF, CITY and District have caused this Option Contract to be executed by their duly authorized officers as of date first written above.

CITY: City of Milwaukee

By: _____
City Engineer, Jeffrey S. Polenske per Common Council File no.:

Countersigned:

By: _____
Name Printed: _____
Title: _____
Comptroller's Office

City Attorney Approval (Ord. § 304-21):

By: _____
Gregg C. Hagopian, Assistant City Attorney

DISTRICT: Southeast Wisconsin Professional Baseball Park District

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name Printed: _____
Title: _____

Drafted By: Gregg C. Hagopian, Assistant City Attorney, City of Milwaukee, 800 City Hall, 200 East Wells Street, Milwaukee, WI, 53202.

EXHIBIT I NORTH PARKING LOT OPTION CONTRACT

OPTION CONTRACT

Document Title

Document Number

THIS OPTION CONTRACT is made as of this ____ day of _____, 2005, by and between the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a body politic and corporate and a special district under Subch. III of Wis. Stat. Ch. 229 ("DISTRICT"), and THE CITY OF MILWAUKEE, a municipal corporation ("CITY").

BUT, DOESN'T STATE OWN NORTH PARKING LOT?

Recording Area

Name and Return Address

Mr. Gregg C. Hagopian
 Assistant City Attorney
 City Attorney's Office
 200 East Wells Street, Room 800
 Milwaukee, WI 53202

Part of 422-9997-000-5

Parcel Identification Number (PIN)

- 1. Grant of Option; Option Price.** _____ hereby grants and conveys unto City on the terms and conditions set forth herein an exclusive option to purchase that certain property at _____, Milwaukee, Wisconsin, Part of Tax Key No. 422-9997-000-5, more particularly described in **Exhibit A** attached hereto (the "North Parking Lot"). City shall pay to _____ on the date hereof \$ _____ as the option price.

Term of Option. This Option is effective as of the date of execution hereof. City may exercise this Option any time from the date hereto up to and including the date that is the ____th anniversary of the date hereof (the "Exercise Period").

of Exercise. City shall exercise this Option by delivering written notice to District at any time during the Exercise Period ("Exercise Notice"). Upon the exercise of this Option, City shall be obligated to buy the North Parking Lot from District, and District shall be obligated to sell same to City, on the terms and conditions herein. And, closing on the conveyance shall be within 15 business days of the Exercise Notice at the offices of City at a date and time mutually acceptable to District and City.

- 3. City's Exercise Rights Contingent Upon District Exercising Option Rights On Waterworks Parcel.** Notwithstanding anything to the contrary contained herein, City may only deliver an Exercise Notice and exercise its option-to-purchase rights hereunder if District delivers to City an "Election Notice" concerning

**2.
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District's election to purchase from City 127 South 44th Street, Milwaukee under that certain Option Contract between City and District dated of even date herewith pertaining to 127 South 44th Street, Milwaukee, Tax Key No. 422-9996-000.

4. **Purchase Price.** The Purchase Price to be paid by City to _____ for the North Parking Lot in the event of City exercise of its option shall be \$ _____.
5. **Quit-Claim Deed, AS-IS.** If City exercises its option, _____ shall convey the North Parking Lot by quit-claim deed in the form attached hereto as **Exhibit B**, on an "AS-IS, WHERE-IS" basis, with no representations or warranties, express or implied, and with all faults, known or unknown, including physical, geotechnical, legal, and environmental issues.
6. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from _____ as an instrumentality or subdivision of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where _____ is not a lender in the transaction, and _____ is not a lender in this transaction).
7. **Title Insurance.** If City wishes to obtain title insurance on the North Parking Lot, it shall do so on its own at its own expense, but City must provide to _____ a copy of any title insurance commitment that City obtains on the North Parking Lot.
8. **Prorations; Special Assessments.** _____ shall be responsible for special assessments levied before the date of the Exercise Notice. All other special assessments shall be City's responsibility. The North Parking Lot is property-tax exempt under _____'s ownership so there is no need to prorate general property taxes.
9. **Recording.** City shall record this Agreement at City's expense in the Register of Deeds Office. If City exercises its option hereunder, City shall pay for recording of the deed to it, and City shall record that deed.
10. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided any facsimile is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is successfully sent without receipt of an error or similar "unable to fax" message), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Agreement shall be given to the following:

District: Mr. Michael R. Duckett, Executive Director
Southeast Wisconsin Professional Baseball Park District
Miller Park
One Brewers Way
Milwaukee, WI 53214
(414) 902-4040 (telephone)
(414) 902-4033 (fax)

With a copy to:

Norm Matar
Davis & Kuelthau
111 East Kilbourn Avenue, #1400
Milwaukee, WI 53202-6677
(414) 225-1434 (telephone)
(414) 278-3634 (fax)

CITY:

Jeffrey Mantes
Commissioner, Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 501
Milwaukee, WI 53202
(414) 286-3301 (telephone)
(414) 286-3953 (fax)

With a further copy to:

Joel Brennan
RACM
809 N. Broadway, Room ____
Milwaukee, WI 53202
(414) 286-5820 (telephone)
(414) 286-5467 (fax)
Email: jbrenn@mkedcd.org

With a further copy to:

Gregg C. Hagopian
Assistant City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
(414) 286-2620 (telephone)
(414) 286-8550 (fax)
Email: ghagop@milwaukee.gov

Recipient address information (such as change in facsimile number) may, from time to time, be changed

by notice duly sent hereunder.

This document was approved by City by Common Council resolution file number _____, passed _____, 2005. It was approved by District by resolution passed _____, 2005.

IN WITNESS WHEREOF, _____ and City have caused this Option Contract to be executed by their duly authorized officers as of date first written above.

CITY: City of Milwaukee

By: _____
City Engineer, Jeffrey S. Polenske per Common Council File no.:

Countersigned:

By: _____
Name Printed: _____
Title: _____
Comptroller's Office

City Attorney Approval (Ord. § 304-21):

By: _____
Gregg C. Hagopian, Assistant City Attorney

DISTRICT: Southeast Wisconsin Professional Baseball Park District

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name Printed: _____
Title: _____

Drafted By: Gregg C. Hagopian, Assistant City Attorney, City of Milwaukee, 800 City Hall, 200 East Wells Street, Milwaukee, WI, 53202.

FORM OF QUIT-CLAIM DEED REGARDING NORTH PARKING LOT OPTION CONTRACT

	QUIT CLAIM DEED
Document Number	Document Title

THIS QUIT-CLAIM DEED is made as of this ____ day of _____, 20__, by the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a body corporate and politic and a special district under Subch. III of Wis. Stat. Ch. 229, hereinafter called "DISTRICT," as the Grantor, and the CITY OF MILWAUKEE, a municipal corporation, as the Grantee.

WITNESSETH:

Recording Area
Name and Return Address
Gregg C. Hagopian City Attorney's Office 800 City Hall 200 E. Wells Street Milwaukee, WI 53202

Part of 422-9997-000-5
Parcel Identification Number (PIN)

1. **Conveyance of Property.** DISTRICT hereby conveys and quit-claims to CITY, on an "AS-IS, WHERE-IS" basis, all of DISTRICT's right, title, and interest, whatsoever, in and to the real estate in the City and County of Milwaukee, Wisconsin, described in **Exhibit A** attached hereto.

North Parking Lot
Tax Key Number: Part of 422-9997-000-5.

2. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from District as an instrumentality of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where District is not a lender in the transaction, and District is not a lender in this transaction).

IN WITNESS WHEREOF, District, as Grantor, has caused this Deed to be executed by its duly authorized officers as of the ____ day of _____, 20__.

END OF DOCUMENT