

**4th AND HIGHLAND PARKING STRUCTURE
PARKING AGREEMENT
MILWAUKEE JOURNAL SENTINEL, INC.**

This agreement is made as of the ____ day of _____, 2008 by and between the City of Milwaukee, a Wisconsin municipal corporation (the "CITY") and Journal/Sentinel, Inc., (the "JOURNAL").

Statement of Background and Purpose

- A. The City of Milwaukee, a municipal corporation by and through the City of Milwaukee Redevelopment Authority of the City of Milwaukee, caused the construction of a 980-space parking structure located at 324 West Highland Avenue, Milwaukee, Wisconsin, hereafter known as 4th and Highland Parking Structure ("the Structure") in 1987. The Structure is legally described on EXHIBIT "A".
- B. The Structure was constructed on land owned by the Journal Communications, Inc. and used as a surface parking lot for the purpose of providing parking for the Bradley Center and surrounding area. The CITY owns and operates the Structure.
- C. The JOURNAL requires monthly daytime and 24-hour parking for some of its employees working at their facility in downtown Milwaukee.
- D. The JOURNAL entered into a 10-year contract with the CITY commencing on October 1, 1988 with an option to extend an additional 10 years, which expires on October 31, 2008.
- E. The contract provided 250 monthly parking spaces that required vehicles to leave by no later than 6:00 PM Monday through Friday and cost \$40 per space, and 40 24-hour parking spaces that cost \$45.72 per space.
- F. The JOURNAL wishes to continue leasing parking spaces at the Structure under the terms of this agreement.
- G. This agreement is subject to Common Council approval.

Terms and Conditions

Now, Therefore, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. Term: The initial term of this agreement will commence on January 1, 2009 and will remain in effect for ten (10) years until December 31, 2018. This

agreement may be renewed for one additional ten (10) year period upon the mutual consent of both parties.

2. Parking Spaces and Rates: The CITY agrees to direct its management contractor to make available a maximum of two hundred-fifty (250) unreserved monthly parking spaces in the Structure - for parkers who must exit the structure by no later than 6:00 PM on a daily basis. The rate to be charged rate will be \$80 per space, per month for the remainder of the year. The rate to be charged after this date will be the market rate established by the CITY from time to time for the Structure and charged to the public for monthly daytime unreserved parking.

In addition, the CITY will direct its management contractor to make available a maximum of forty (40) 24-hour unreserved parking spaces in the Structure. The rate to be charged for these 24-hour spaces will be \$145 per space, per month beginning January 1, 2009. No other rate increases will occur in calendar year 2009. The rate to be charged after this date will be the market rate established by the CITY from time to time for the Structure and charged to the public for 24-hour unreserved parking.

3. Changes to the Number of Parking Spaces: The CITY agrees that the JOURNAL shall have a continuing right to use and the CITY shall make available and provide parking spaces in the Structure, subject to the terms in this Agreement. If the JOURNAL desires additional parking spaces or a change in the parking mix among monthly daytime unreserved and 24-hour unreserved spaces beyond those provided for in this Agreement, the JOURNAL must submit a written request to the CITY. The CITY must respond within 30 days of the request and both parties shall mutually agree upon approval of such request. If the JOURNAL desires fewer parking spaces, the JOURNAL must provide not less than 30 days written notice to the CITY of the reduced number of parking spaces requested. Should the JOURNAL provide the CITY with such notice, the CITY'S management contractor shall only invoice for and the JOURNAL shall only be responsible for payment relating to the parking spaces indicated in the notice as required by the JOURNAL. Unless otherwise indicated in such notice, the reduced number of parking spaces will continue from month to month until such time that the JOURNAL increases or further reduces the number of parking spaces required by notifying the CITY as outlined above. This Agreement offers no guarantee that any request from the JOURNAL for additional parking spaces will be granted by the CITY after a decrease in parking spaces had been previously granted. The CITY will strive to accommodate the JOURNAL if the CITY, at its sole discretion, deems space is available in the Structure.
4. Monthly parkers who park beyond 6:00 PM: JOURNAL employees who have monthly daytime unreserved parking and are required by the JOURNAL to work after 6:00 PM on any day must obtain a validation coupon purchased

in advance by the JOURNAL from the CITY'S management contractor. The employee must also obtain a "lost ticket" coupon at the pay station located in the lobby of the Structure and use both the "lost ticket" and the validation coupon to exit the Structure. The CITY'S management contractor will invoice the JOURNAL on a monthly basis for each employee using a validation coupon after 6:00 PM at either the maximum daily rate in effect at the time of the exit, or the posted special event rate in effect at the time of the exit. There will be a 30-minute grace period extended to JOURNAL employees and this will be monitored for abuse. The invoice will also include any other validation coupons purchased by the JOURNAL and used by employees or customers.

5. Payment of Parking Fees: The CITY'S management contractor will invoice the JOURNAL on the 15th day of the preceding month of use and payment must be made by the JOURNAL no later than the 3rd calendar day of each month. Payments made later than the 3rd calendar day may result in the parking access cards being deactivated. Every JOURNAL employee receiving monthly daytime and 24-hour unreserved parking must sign a contract provided to them by the CITY'S management contractor who will maintain JOURNAL employees' personal data in a secure manner, and pay a \$20 non-refundable administrative fee. The administrative fee is subject to change over the term of the contract, but will not apply retroactively to any JOURNAL employee already receiving parking privileges at the Structure. Current JOURNAL employees parking at the Structure at the time of this Agreement are not subject to the \$20 administrative fee, unless they cease parking for a period of time and then recommence monthly parking under this Agreement. Anyone who loses a monthly parking access card will be required to pay a replacement fee in effect at the time the card was lost. Vehicles parked at the Structure do so without creating a bailment. The City will provide security as defined in the City of Milwaukee Code of Ordinances.
6. Maintenance/Repairs: Temporary repair and maintenance work on the Structure ("repairs") may be undertaken by the CITY from time to time. Repairs that limit access to the Structure or the use of parking spaces within the Structure which are executed with all deliberate speed shall not be deemed to impair the JOURNAL'S rights under this Agreement and the JOURNAL shall not have any claim for loss of business or loss of use of parking spaces under this Agreement as long as the CITY:
 - a) Provides the JOURNAL with at least fourteen (14) days written notice prior to commencement of repairs or, in case of an emergency, the longest reasonable notice possible; and
 - b) Provides reasonable temporary access to the Parking Structure during the repair period; and

- c) Makes commercially reasonable efforts to allocate available parking spaces within the Parking Structure to the JOURNAL during the repair period; and
 - d) Remedies with all deliberate speed any damage to the Parking Structure caused by the repairs; and
 - e) Notwithstanding the foregoing, in the event that the JOURNAL incurs a loss of the parking spaces made available under paragraph 2, then the JOURNAL shall be entitled to a parking fee abatement during the repair period for the number of parking spaces which are lost during the repair period. The parking fee abatement will be calculated by dividing the number of days the parking space(s) are lost by the JOURNAL during the repair period by the total number of days in the same month by the number of spaces so affected.
7. Damage/Destruction: If the Structure or a substantial portion thereof shall be destroyed or so badly damaged by fire or some other cause to render all or substantially all of the Structure unfit for use and occupancy by the JOURNAL, and the CITY in its sole discretion elects not to restore or rebuild the Structure, or if the Structure cannot be restored with reasonable diligence within one hundred twenty (120) working days from said destruction or damage, then this Agreement may be terminated by either party upon written notice to the other as provided herein. In the event of such termination, the JOURNAL shall pay rental for the Structure only up to the time the Structure is rendered unfit for use and occupancy by the JOURNAL at the rates herein specified and the JOURNAL hereby waives any and all claims for damages or compensation should this Agreement be so terminated.
8. Default: If either party shall not keep and perform any of the terms, covenants or conditions required of it under this Agreement and such default shall continue for a period of (a) ten (10) days after notice in the case of a monetary default and (b) thirty (30) days after notice in the case of a non-monetary default, or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if such defaulting party fails to proceed promptly after the service of such notice and with all due diligence to cure the same (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, the time of the defaulting party to cure the same shall be extended for such period as may be necessary to complete the same with due diligence), the party giving notice of such default may provided such party availing itself of such remedy is not itself then in violation of the particular covenant which it is seeking to enforce against the defaulting party: (i) exercise such rights and pursue such remedies as are available at law or in equity including actions for damages, injunction and/or specific performance or (ii) terminate this Agreement. In the event that within any twelve (12) month period the JOURNAL shall fail to pay timely within the cure period the Parking Fees on two occasions following notice by the CITY, then the CITY shall have the right to terminate this Agreement.

9. Assignment: The JOURNAL may not assign any of its interest in this Agreement or its obligations hereunder without the prior written consent of the CITY'S Commissioner of Public Works.
10. Successors and Assigns: All of the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the respective successors and assigns of the parties hereto, except as otherwise expressly provided herein.
11. Notices: Any notice, request, demand, approval or consent given or required to be given under this Agreement shall except as otherwise expressly provided herein be in writing and shall be given by (a) personal delivery, or (b) overnight delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or (d) facsimile transmission sent to the intended addressee at the facsimile number set forth below, with the original machine generated transmit confirmation report as evidence of transmission, or (e) e-mail to the Commissioner of Public Works' address as listed below, as long as an acknowledgement is received by the sender indicating receipt by the CITY. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY: Jeffrey J. Mantes
Commissioner of Public Works
841 North Broadway, Room 501
Milwaukee, WI 53202
Facsimile: 414-286-3953
Email: jeffrey.mantes@milwaukee.gov

If to JOURNAL: Edmund Majkowski
Security Director
Milwaukee Journal Sentinel, Inc.
Facsimile: 414-224-2687
Email: emajkowski@journalsentinel.com

12. Headings: The article and section headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
13. Applicable Law: This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
14. Counterpart Execution: This instrument may be signed in several counterparts each of which shall be deemed an original and all such counterparts shall

constitute one and the same instrument. The signature of a signatory to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all signatories shall constitute an original of this instrument.

In witness whereof, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and their corporate seals to be affixed hereto as of the day and year first above written.

City of Milwaukee

By: _____
Jeffrey J. Mantes, Commissioner

Countersigned:

W. Martin Morics, Comptroller

Journal/Sentinel, Inc.

By: _____

Approved as to form, execution and content this ___ day of _____, 2008

Assistant City Attorney

Signature of Jeffrey J. Mantes, Commissioner of Public Works of the City of Milwaukee authenticated as of the ___ day of _____, 2008.

Assistant City Attorney

Signature of _____ authenticated as of the ___ day of _____, 2008.

Attorney

This Agreement was drafted by the City of Milwaukee.

EXHIBIT “A”

(EXHIBIT “A” consists of a legal description for the Structure)

Parcel 1 of Certified Survey Map No. 5020, recorded on September 29, 1987, on Reel 2145, Image 2471-2474, as Document No. 6110059, being a redivision of part of Lot 2 and all of Lots 3, 6, 7, 10, 11, 14 and 15, the vacated alley lying between Lots 7 and 10 and vacated portions of North Fourth Street and West Juneau Avenue in Block 42 in the Plat of the Town of Milwaukee on the West side of the River, being a part of the Northeast $\frac{1}{4}$ of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No: 392-2391-2

Address: 324 West Highland Avenue
Milwaukee, Wisconsin