

RIGHT OF ENTRY AGREEMENT

South Ring Road

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made as of this ____ day of _____, 2005, and is by and among the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT ("District"), the MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP (the "Team"), and the CITY OF MILWAUKEE ("City").

RECITALS

- A. District, Team, City and the Redevelopment Authority of the City of Milwaukee ("RACM") entered into a Right of Entry Agreement dated as of October 3, 2003 (the "2003 ROE") allowing each of RACM and City certain entry and access rights in and to those portions of the Miller Park Complex known as the South Ring Road and the North- South Ring Road so as to allow RACM to do work on property it owns to the east of Miller Park and to allow the City to do certain work in connection with West Canal Street.
- B. Without amending or affecting the 2003 ROE, District, Team, and City wish to enter this Agreement so as to effectively allow City certain additional rights with respect to the South Ring Road portion of the Miller Park Complex – i.e. the right to do certain construction activities referred to herein. (The South Ring Road is described on Exhibit A attached and depicted on the map attached hereto as Exhibit B, which includes a depiction of those lands comprising the Miller Park Complex.)
- C. The term "Licensee" as used herein shall mean City and/or WISDOT and their respective employees, agents, representatives, staff, consultants, contractors, and subcontractors.

AGREEMENT

1. Recitals. The parties hereto accept and agree to the above recitals, and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, they further agree as follows.
2. Right to Enter South Ring Road. Subject to the terms and conditions of this Agreement, District hereby grants to Licensee, and its authorized representatives and agents, permission to enter the South Ring Road for the purpose of undertaking, performing and completing the construction activities described as follows and further depicted on the drawings attached hereto as Exhibit C:

A. SOUTH TO EAST RIGHT TURN TAPER AT SOUTHEAST CORNER OF

MILLER PARK WAY NORTHBOUND EXIT RAMP AND SOUTH RING ROAD. THIS IMPROVEMENT FACILITATES TWO-WAY TRAFFIC DURING LOADING AND UNLOADING OF CERTAIN MILLER PARK EVENTS. THE RIGHT TURN TAPER ALLOWS CONCURRENT FLOW OF SOUTH TO EAST RIGHT-TURN TRAFFIC WITH THE TWO EASTBOUND THROUGH-LANES FOR A TOTAL OF THREE EASTBOUND LANES EXISTING AT THE INTERSECTION.

- B.** OVERHEAD SIGN BRIDGE AT STATION 51+50. THIS IMPROVEMENT DESIGNATES LANES TO MAINTAIN TWO-WAY TRAFFIC AND THE REVERSIBLE LANE TREATMENT DURING CERTAIN MILLER PARK EVENTS. OVERHEAD SIGNAGE DESIGNATES THREE INBOUND (EASTBOUND) LANES DURING LOADING AND THREE OUTBOUND (WESTBOUND) LANES DURING UNLOADING OF CERTAIN MILLER PARK EVENTS.
- C.** OVERHEAD SIGN BRIDGE AT STATION 64+50. THIS IMPROVEMENT DESIGNATES LANES TO MAINTAIN TWO-WAY TRAFFIC AND THE REVERSIBLE LANE TREATMENT DURING MILLER PARK EVENTS. OVERHEAD SIGNAGE DESIGNATES THREE INBOUND (EASTBOUND) LANES DURING LOADING AND THREE OUTBOUND (WESTBOUND) LANES DURING UNLOADING OF CERTAIN MILLER PARK EVENTS.
- D.** CONDUIT RUNNING BETWEEN THE TWO SIGN BRIDGES AND CONTROLLERS. THIS IMPROVEMENT ALLOWS FOR CHANGING LANE DESIGNATIONS DURING THE LOADING AND UNLOADING OF CERTAIN MILLER PARK EVENTS.
- E.** PAVEMENT MARKINGS ALONG SOUTH-RING ROAD. THIS IMPROVEMENT REINFORCES LANE LOCATIONS FOR TWO-WAY TRAFFIC DURING CERTAIN MILLER PARK EVENTS AND NON-EVENT TIME PERIODS.
- F.** EAST TO NORTH RIGHT TURN LANE AT INTERSECTION OF SOUTH-RING ROAD AND NORTH-SOUTH RING ROAD. THIS IMPROVEMENT PROVIDES FOR ADDITIONAL INTERSECTION CAPACITY DURING CERTAIN MILLER PARK EVENTS. THE RIGHT TURN LANE WILL SEPARATE RIGHT TURN TRAFFIC FROM THE WESTBOUND THROUGH-TRAFFIC.

The construction activities authorized in this paragraph 2 are hereinafter referred to as the "Scope of the Work," and that defined term includes the right to enter upon the South Ring Road, occupation or use of the South Ring Road, or the work and operations conducted thereon, including ingress and egress therefrom, or any repair, removal, clean-up, or restoration by the Licensee that is necessary to comply with this Agreement. The Licensee does not have permission to enter or use the South Ring

Road to perform any work or construction activities beyond the Scope of the Work.

3. **No Straying Off Course.** Licensee's operations over the Miller Park Complex shall be restricted to the South Ring Road, and, except as otherwise expressly allowed under the 2003 ROE (and subject to all the terms and conditions in that 2003 ROE), Licensee shall not enter or travel upon the other access roads, parking areas, or lands comprising the Miller Park Complex.
4. **Jurisdictional Transfer.** The parties hereto are now engaged in discussions regarding a possible jurisdictional transfer of the South Ring Road (and other areas) to the City (the "Jurisdictional Transfer"). As and for a condition precedent to the Jurisdictional Transfer, the State of Wisconsin (the "State") must necessarily execute and deliver to the District/City a quit claim deed conveying the South Ring Road (and possibly other areas) to the District/City (the "State Deed"). The date, if any, upon which the State delivers the State Deed to the District/City is hereinafter referred to as the "Effective Date." If the Effective Date occurs prior to the expiration of this Agreement as otherwise set forth herein, then, notwithstanding anything to the contrary contained herein, this Agreement shall terminate, except paragraph 13 which shall survive indefinitely, as of the date of the Jurisdictional Transfer (with the understanding, however, that any other part of the South Ring Road that is not transferred and covered by the Jurisdictional Transfer, shall remain subject to this Agreement), and any repair or maintenance duty concerning the jurisdictionally transferred property shall then be governed by the Jurisdictional Transfer Agreement rather than this Agreement.
5. **Commencement and Expiration of Right to Enter .** Entry upon the South Ring Road by Licensee may be made as of the date of this Agreement and only to perform work within the Scope of the Work, and may continue thereafter subject to Licensee's timely compliance with each of the terms and conditions set forth in this Agreement, until the earlier of: (i) midnight December 31, 2006, (ii) the Effective Date, or (iii) the date on which the City completes the Scope of the Work.
6. **Strict Compliance.** Licensee's right to enter the South Ring Road is expressly limited to and conditioned upon strict compliance with the terms of this Agreement.
7. **List of Authorized Representatives.** Licensee shall provide a list of all authorized representatives working for or providing services to the Licensee who will be entering the South Ring Road under this Agreement. Licensee shall also provide prior notification to District and the Team of any future additions to the authorized representative list.
8. **District and/or Team Right to Terminate; and Maintenance, Repair.**

Each of the District and the Team reserves the right to terminate this Agreement, acting either individually or together, provided all of the following occur:

- A. The Licensee is in default of its obligations hereunder; and
- B. The Team or the District provides written notice of such default to the City, including the person designated in this Agreement below to receive notices on behalf of the City; and
- C. The Licensee (1) fails to cure such default within 48 hours from receipt of such notice of default, or (2) if the default is one that cannot reasonably be cured within 48 hours, the Licensee fails to diligently pursue cure within a reasonable period after receipt of the notice of default.

Provided, however, if the Licensee's default constitutes an ongoing or imminent material adverse impact upon the Miller Park Complex or the Team's or District's operations at the Miller Park Complex, there shall be no right to cure by the Licensee as provided in this paragraph 8, unless the particular activities resulting in such default are immediately terminated and the ongoing or imminent material adverse impact is thereby eliminated. Any expense or claim suffered by Licensee or any third party under contract with Licensee that may arise or result from a rightful termination hereunder shall be Licensee's sole responsibility.

- a. **General Intent.** City's intent is to ensure that the South Ring Road is kept in a clean and structurally sound condition during the term of this Agreement.
- b. **Cleaning and Maintenance.** Licensee shall maintain the South Ring Road in a reasonably clean condition and free of debris; provided, however, that such maintenance duty shall, except as otherwise set forth herein, be limited to matters concerning only Licensee's operations. For sake of illustration, Licensee has no duty to clean after Team games or special stadium events. During times when Licensee is not engaged in the Scope of the Work, Licensee shall further keep the South Ring Road free of any construction equipment and excavation materials that in any way unreasonably impact the use of the South Ring Road or access to the Miller Park Complex. It is expressly understood and agreed that the City shall be responsible for snow plowing on a timely basis, at no cost to the District or the Team, all of the ring roads surrounding the Miller Park Complex including, but not limited to, the South Ring Road.
- c. **Repair Matters.** City shall at all times (with or without receipt of notice from District or Team) use best efforts to ensure that it (and its contractors and subcontractors) keep the South Ring Road in good repair.

If District or Team provides notice of repair needed, City shall patch within 48 hours from receipt of such notice. For larger repair matters (matters needing more than patching) or repair matters that could foreseeably threaten property or persons: City shall promptly upon receipt of notice from District or Team, take immediate interim action to protect against injury to persons or property

and to minimize disruption to any Team or District activity, and, City shall within 48 hours of receipt of notice from District or Team, deliver an action plan for repair, and promptly repair according to the plan. Team and District may require reasonable modifications to the action plan.

- d. **Restoration.** Upon the expiration or earlier termination of this Agreement, Licensee shall remove from the South Ring Road all construction equipment, materials, debris and excavation materials placed or created in any way by Licensee's activities, if any, and shall be solely responsible for any and all costs to promptly restore the Property to substantially the same condition it was in prior to Licensee's entry thereon (reasonable wear and tear, and damages caused by anyone other than Licensee, excepted), including, but not limited to, any and all costs required to repair damage to the asphalt caused by Licensee's operations.

Following the expiration or earlier termination of this Agreement, City, District and the Team shall inspect the condition of the South Ring Road for the purpose of determining the extent of the restoration work, if any, required to return the South Ring Road to the condition required hereunder. If the District and Team determine, in their sole but reasonable discretion, that the South Ring Road requires restoration work to return it to the condition required hereunder, the Team and District shall have the further right to approve any and all plans for the restoration of the South Ring Road and any and all contractors City intends to use in the restoration process, which approval shall not be unreasonably withheld, conditioned or delayed.

City, District and the Team hereby acknowledge that the South Ring Road is in good condition as of the date of this Agreement.

- e. **Emergency Contact Person.** In order to minimize the likelihood of a default or the possibility that a default will continue for an extended period, City shall provide the Team and the District with emergency telephone, cell phone and facsimile numbers, as well as e-mail addresses of representatives who may be contacted outside of normal business hours in the event a default occurs or appears imminent. The initial list of such emergency communication information is set forth on **Exhibit D** attached hereto, which information may be revised from time to time by written notice from City to the Team and the District.
9. **Compliance With Law.** Licensee warrants that all activities conducted by Licensee and its authorized representatives shall be done in strict conformance with all applicable state, county, municipal and federal statutes, regulations, and guidelines, including but not limited to, any and all environmental laws, statutes and regulations.
10. **Restrictions on Right to Enter Licensee's Operations.** A. Subject to the conditions and restrictions set forth in this Agreement, Licensee shall have the right to perform

the Scope of Work on the South Ring Road. At such time as the Licensee undertakes the Scope of Work, it shall keep at least one lane of the South Ring Road open in each direction at all times.

B. No Construction On Day Prior To and On Day Of Team Home-Game Dates.

In addition to the ~~prohibition~~limitations listed in subparagraph 10.A. above, the Licensee is not permitted to enter or perform work on the Roads, including the Scope of the Work, on the South Ring Road on the day immediately prior to and the day of Team home-game dates, such prohibition commencing at 12:01 a.m. on the day immediately prior to Team home-game dates. Thus, Licensee shall schedule and undertake the Scope of the Work so as to completely respect that prohibition. Licensee agrees that, on the day prior to and on the day of all Brewer-home-game dates, Licensee must keep the South Ring Road free of any construction equipment, material, and debris, and ensure that the roadway of the South Ring Road is paved and kept in good driving condition for persons using the Miller Park Complex, including, but not limited to, the Team, the District, vendors, fans, patrons, invitees and employees. Licensee further agrees that all lanes on the South Ring Road shall be open for vehicular traffic on the day prior to and day of Team home-game dates.

Team has provided to Licensee the 2005 Milwaukee Brewers Season Schedule and Team will provide Licensee with updates and changes to that schedule as soon as Team can reasonably do so, as to allow Licensee as much advance notice as possible for construction-scheduling purposes.

Game dates are not yet known for the 2006 baseball season, but it is anticipated that approximately eighty-one (81) home games will occur within the months of April through October, with approximately fifty-five (55) home games taking place during the Monday through Friday work week.

~~When Licensee does undertake the Scope of the Work on the South Ring Road under this Agreement, it shall keep at least one lane of the South Ring Road open in each direction at all times.~~

C. Discretionary Restrictions. In addition to the ~~prohibitions~~limitations listed in subparagraphs 10.A. and B. above, Licensee also acknowledges that performance of the Scope of the Work will be limited in the case of discretionary restrictions. The Team and/or District reserve the right to restrict Licensee's performance of the Scope of the Work on the South Ring Road at any time as determined necessary by the Team and/or the District in their reasonable discretion (by way of example, and not of limitation, if the Team needs to undertake repair or maintenance work on any portion of Miller Park Complex that requires the use of any portion of the South Ring Road). In such event, the Team (or District as the case may be) shall provide not less than three (3) days' advance written notice of such restriction to City; provided, however, that in the event of an emergency, the Team (or District as the case may be) shall provide notice of such restriction as may be reasonable under the circumstances. Any restriction under this subparagraph shall be reasonable as to time and scope, and shall

be imposed in such a manner so as to minimize interruptions to Licensee's activities.

D. Special Stadium Events. In addition to the ~~prohibitions~~limitations listed in subparagraphs 10.A., B., and C. above, the Team also reserves the right to restrict Licensee's performance of the Scope of the Work on the South Ring Road for special events. (By example, and not of limitation, if the Miller Park Complex is scheduled to be used for a concert.) The Team shall use good faith efforts to provide at least two weeks' advance written notice to Licensee of any special event, or such shorter notice as may be necessary under the circumstances, and any such notice from the Team to Licensee shall specify the precise day(s) and hours that Licensee's activities on the South Ring Road shall be restricted or prohibited. Any such restriction or prohibition shall be reasonable and intended to minimize disruption to Licensee's activities.

Special- event dates that are known as of the time of this Agreement for the 2005 season, and concerning which Team need not provide further notice, and concerning which Licensee's performance of Scope of the Work are prohibited, are:

April 2-7, 23 and 24.
 May 14-15, 18-20, and 30.
 June 12 and 18.
 July 8-12, and 22-24.
 August 6-7, and 19-21.
 September 5 and 18.
 October 1, 2 and 9.

11. **Sign-Off From City Licensee's Contractors and Subcontractors.** ~~Promptly~~ As a condition of access to the South Ring Road, and promptly after entry into construction contracts and subcontracts, City agrees to provide to the District and to the Team a sign-off from each of City's contractors and subcontractors who will be entering onto the South Ring Road in form and substance of that attached hereto as **Exhibit E** together with a certificate of insurance in the amounts identified on Exhibit F from the particular contractor or subcontractor naming the City, WISDOT, Team and District- named as additional insureds.
12. **Insurance.** The District and Team acknowledge that, per the January 12, 2004 letter from the City Attorney's Office to the District and the Team, the City is and remains self-insured.
13. **Indemnification.** By acceptance hereof, City agrees to indemnify, defend and save harmless District, its officers, directors, employees, independent contractors, authorized representatives and agents and the Team and its general partner, limited partners, shareholders, managers, members, officers, directors, employees, authorized representatives and agents (collectively referred to as the "Indemnified Parties"), to the maximum extent allowable by law, from and against any and all claims, demands, judgments, orders, decrees, losses, costs, expenses, fines, penalties or other sanctions (herein, individually and collectively called "Loss") incurred or sustained by the

Indemnified Parties as a result of any respective negligent or willful act or omission of Licensee (excluding WISDOT, its employees, agents, representatives, staff, consultants, contractors and subcontractors from the term "Licensee" for purposes of this subparagraph 13 only), or its employees, agents, representatives, staff, consultants, contractors, and subcontractors (including, but not limited to, any negligent or willful act or omission in connection with the Scope of the Work, entry upon, occupation, or use of the South Ring Road, or the work and operations conducted thereon, including ingress and egress therefrom), and for any Loss caused by any respective breach of this Agreement by City. City's respective indemnification obligations shall include reasonable fees, costs and expenses of any consultants reasonably retained by any of the Indemnified Parties and reasonable attorneys' fees or costs incurred by the Indemnified Parties; provided, however, that these provisions are subject to the legal defenses that the City is entitled to raise under law; and, if the Loss is the result of joint negligence of any Indemnified Party and any Licensee, then the liability shall be borne by them, respectively, in proportion to their respective degrees of negligence.

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:

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

Licensee: 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:

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

Team: 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

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

15. **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.
16. **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 South Ring Road is a part to give notice of the same to third parties.

17. **Successors and Assigns.** This Agreement shall be binding upon successors and assigns of the parties hereto (including any purchaser of the Team or of the Team's assets).
18. **Survival.** Unless otherwise provided herein or in the Jurisdictional Transfer Agreement, all covenants herein regarding restoration and indemnification shall survive the expiration or earlier termination of this Agreement.
19. **Ground Lease; Approvals.** The District leases the Miller Park Complex from the State of Wisconsin under a 99-year ground lease and a 40-year ground lease, and Team, in turn, subleases the Miller Park Complex from the District. Except for the Team's consent, District represents to City no consent of, or prior approval by, the State, or by any other lessee or sublessee of the Miller Park Complex, is required with respect to this Agreement or District's entry hereto. The Team further represents that Team's sublessee/licensee (Imperial Parking) has the right to occupy certain portions of the Miller Park Complex and, in its capacity as the Team's agent relating to the use of such portions of the Miller Park Complex, to prohibit or restrict Licensee's activities or operations hereunder, but only to the extent of the Team's rights to do so and only to the extent any such prohibitions or restrictions are in accordance with the terms of this Agreement. Team shall provide a copy of this Agreement and any amendment thereto to Imperial Parking.
20. **City Approval.** The City's Common Council, by Resolution File No. _____, authorized the City's Commissioner of Public Works to enter this Agreement. See, also Common Council Resolution File No. 031256 With respect to the City's entry into this Agreement, the City represents that no consent of, or prior approval by, any party is required with respect to this Agreement or City's entry hereto.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.
22. **Water Mains.** This Agreement does not allow for the City to undertake water-main work. The parties contemplate that water-main work will be performed after the Jurisdictional Transfer Agreement is executed and be performed subject to the terms and conditions of the Jurisdictional Transfer Agreement.

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

CITY:

CITY OF MILWAUKEE

By:

Jeffrey S. Polenske, City Engineer

per Common Council File No.: _____

Countersigned:

By:

W. MARTIN MORICS, Comptroller

City Attorney Approval (Ord. §304-21)

By:

GREGG C. HAGOPIAN, Assistant City Attorney

DISTRICT:

**SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT**

By:

Chairman, Operations Committee

TEAM:

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

By: Milwaukee Brewers Holdings LLC ,

By: MLA Sports LLC, its Manager

By:
Robert J. Quinn,
Senior Vice President

ATTACHED: EXHIBITS A-E
01/27/05
Doc No.89655

EXHIBIT A - 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 B - MAP OF SOUTH-RING ROAD

EXHIBIT C - SCOPE OF THE WORK

EXHIBIT D – EMERGENCY-CONTACT INFORMATION

Jeff Polenske
Dept. of Public Works
City of Milwaukee
841 North Broadway, Room 701
Milwaukee, WI 53202

Telephone at work: 414/286-2400
Telephone at home: 414/282-4731
Cell: 414/331-3299
Fax: 414/286-_____
Email: jpolen@mpw.net

EXHIBIT E**SIGN-OFF FROM CITY LICENSEE'S
CONTRACTORS AND SUBCONTRACTORS**

- a. _____ ("Company"), having been hired by:
 _____ (here specify WISDOT or City) ("Government"), as a contractor
 of Government; or
- b. _____ ("Company"), as a subcontractor of
 _____ - which entity, in turn, was hired by
 _____ (here specify WISDOT or City) ("Government") as
 Government's contractor,

hereby represents and warrants to, and agrees with, the Southeast Wisconsin Professional Baseball Park District ("District"), the Milwaukee Brewers Baseball Club Limited Partnership ("Team"), and the City of Milwaukee ("City") that:

1. Company has received a copy of that certain Right of Entry Agreement among District, Team, and City made as of _____, 2005 (the "2005 ROE");
2. Company's entry upon the South Ring Road (as defined in the 2005 ROE) shall not conflict with, and shall at all times be limited by and strictly subject to the 2005 ROE;
3. Company shall at all times during which it (or any of its employees or agents) may be on or about the South Ring Road, maintain insurance required of it by Government that names the District, WISDOT, Team, and City as additional insureds (the insurance that Government requires of Company is reflected by the Certificate of Insurance submitted herewith that Company hereby provides to each of District, WISDOT, Team, and City); and
4. Company, understanding that City may receive from Team or District, notices under the 2005 ROE, agrees to comply with any directives that City may make of Company with respect to those notices, the South Ring Road, or the 2005 ROE.
5. The Company hereby agrees to indemnify, defend and save harmless the District, the Team, the City, WISDOT, and their respective officers, directors, employees, independent contractors, authorized representatives and agents (collectively referred to as the "Indemnified Parties"), to the maximum extent allowable by law, from and against any and all claims, demands, judgments, orders, decrees, losses, costs, expenses, fines, penalties or other sanctions (herein, individually and collectively called "Loss") incurred or sustained by the Indemnified Parties as a result of any respective negligent or willful act or omission of the Company, or its employees, agents, representatives, staff, consultants, contractors, and subcontractors (including, but not limited to, any negligent or willful act or omission in connection with its or their entry upon, occupation, or use of the South Ring Road, or the work and operations conducted thereon, including ingress and egress therefrom), and for any Loss caused by any respective breach of this Agreement by the Company. The

Company's indemnification obligations shall include reasonable fees, costs and expenses of any consultants reasonably retained by any of the Indemnified Parties and reasonable attorneys' fees or costs incurred by the Indemnified Parties.

Dated: _____

Company: _____

By: _____

Name Printed: _____

Title: _____

Address: _____

Phone Number: _____

~~5. The Company hereby agrees to indemnify, defend and save harmless (specify the City or WISDOT), its officers, directors, employees, independent contractors, authorized representatives and agents (collectively referred to as the "Indemnified Parties"), to the maximum extent allowable by law, from and against any and all claims, demands, judgments, orders, decrees, losses, costs, expenses, fines, penalties or other sanctions (herein, individually and collectively called "Loss") incurred or sustained by the Indemnified Parties as a result of any respective negligent or willful act or omission of the Company, or its employees, agents, representatives, staff, consultants, contractors, and subcontractors (including, but not limited to, any negligent or willful act or omission in connection with its or their entry upon, occupation, or use of the South Ring Road, or the work and operations conducted thereon, including ingress and egress therefrom), and for any Loss caused by any respective breach of this Agreement by the Company. The Company's indemnification obligations shall include reasonable fees, costs and expenses of any consultants reasonably retained by any of the Indemnified Parties and reasonable attorneys' fees or costs incurred by the Indemnified Parties.~~

EXHIBIT F - INSURANCE REQUIREMENTS

Document comparison done by DeltaView on Friday, February 04, 2005 1:15:21 PM

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| Deletions | 18 |
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| Style change | 0 |
| Format changed | 0 |
| Total changes | 42 |