

MAINTENANCE AGREEMENT

MILLER BREWING COMPANY STREET BEAUTIFICATION PROJECT

This agreement is made this _____ day of _____, 2002 by and between the City of Milwaukee ("City") acting through its Commissioner of Public Works ("Commissioner") and the Miller Brewing Company ("Company").

Witnesseth:

Whereas, The Company is located along both sides of West State Street generally between North 37th and North 46th Streets, Milwaukee, Wisconsin; and

Whereas, Certain public improvements and amenities ("Improvements") have been made in the West State Street corridor through the Company's corporate campus at the Company's request; and

Whereas, Many of the Improvements listed are special amenities that would not normally be constructed by the City; and

Whereas, The Commissioner has determined it to be in the best interest of the City for the Company to assume certain maintenance responsibilities for the improvements constructed solely at the Company's request; and

Whereas, The City's Common Council via Resolution File No. _____ adopted _____, 2002 authorized the proper City officials to execute this Maintenance Agreement on the City's behalf;

Now, Therefore, The City and the Company, in consideration of the mutual promises and undertakings contained herein, agree as follows:

- A. Miller Brewing Company ("Miller") shall perform routine maintenance of and shall undertake capital repairs to the various improvements covered by this agreement as set forth in Exhibit "A" (IMPROVEMENTS LIST) and Exhibit "B" (MAINTENANCE AND CAPITAL REPAIR RESPONSIBILITIES) attached hereto. The threshold for maintenance or repairs shall be the same or higher than that used by the City of Milwaukee on other public right-of-way improvements in the city.

- B. If Miller fails to comply with its responsibilities as outlined in Exhibit “B”, the City’s Commissioner of Public Works (“Commissioner”) shall provide Miller with a written notice setting forth the work which the Commissioner has determined has not been performed. If Miller does not commence such work within 30 days from the date of receipt of the Commissioner’s written notice, the Commissioner may perform or cause to be performed the required work. The Commissioner shall bill Miller for all costs incurred in performing such work. If Miller has not paid any such bill within 60 days after having received it, the City may levy an assessment against Miller in the amount of the unpaid bill.
- C. Notwithstanding paragraph “B” above, the Commissioner may, at his sole discretion, undertake emergency repairs to the items listed in Exhibit “A” in cases where he has determined that the public health or safety is at immediate risk. The cost of such repairs shall be billed to Miller following the procedures outlined in paragraph “B”.
- D. Approval by the Common Council of the City of Milwaukee of this agreement shall substitute for any Special Privilege Permit that might otherwise be required by City Code or State Statute for the items listed in Exhibit “A”. The Commissioner shall review and approve the specifications and location or relocation of all of Exhibit “A” improvements prior to their initial installation or any subsequent relocation.
- E. The term of this agreement shall be 20 years but may be extended up to an additional 20 years upon the mutual concurrence of both parties. Total removal of all items listed in Exhibit “A” and their replacement with standard City of Milwaukee public improvements shall automatically result in the termination of this agreement.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the Company, its lessees, successors and assigns, and upon the City its successors and assigns.

COMPANY SIGNATURE PAGE

IN WITNESS WHEREOF, the Company has caused this document to be signed and sealed this _____ day of _____, 2002.

In Presence Of:

_____.	_____.
_____.	Miller Brewing Company, LLC
_____.	_____.
_____.	_____.

STATE OF WISCONSIN)
) SS.
 MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002, who executed the foregoing instrument, and acknowledged that they executed the same.

Public, State of Wisconsin

Notary

My Commission expires:

CITY SIGNATURE PAGES

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this _____ day of _____, 2002.

In Presence Of:

CITY OF MILWAUKEE

_____.

John O. Norquist, Mayor

_____.

City Clerk

COUNTERSIGNED:

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002,
John O. Norquist, Mayor of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. _____ adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires:_____.

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002,
_____, City Clerk of the above-named municipal corporation, to me known to be
the person who executed the foregoing instrument and to me known to be such City Clerk of
said municipal corporation, and acknowledged that he executed the foregoing instrument as
such officer as the deed of said municipal corporation, its authority, and pursuant to
Resolution File No. _____ adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires: _____.

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2002,
_____, City Comptroller of the City of Milwaukee, a municipal
corporation, to me known to be the person who executed the foregoing
instrument and to me known to be such City Comptroller of said municipal
corporation, and acknowledged that he executed the foregoing instrument as
such officer as the deed of said municipal corporation, its authority, and pursuant
to Resolution File No. _____ adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires: _____.