

DRAFT AGREEMENT

THIS AGREEMENT, Made by and between the City of Milwaukee, a municipal corporation ("City"), and RDAR Corporation, a Wisconsin Limited Partnership ("Developer"), dated as of this ____ day of _____, 2004.

WITNESSETH:

WHEREAS, Developer owns the former Union Pacific Railroad Company land between East Lincoln Avenue and the Kinnickinnic River, just east of South 1st Street (Tax Key Numbers 467-0104-110-0 and 467-0202-000); and

WHEREAS, Two former Union Pacific Railroad Company bridges, one over East Lincoln Avenue and one over East Becher Street, connect to the Developer's land; and

WHEREAS, The City owns these two former railroad bridges; and

WHEREAS Developer desires to have the bridge over East Lincoln Avenue removed to allow better truck access to the property; and

WHEREAS, Developer desires to utilize the bridge over East Becher Street for operations on the property; and

WHEREAS, The City desires to develop a bicycle trail through or along Developer's property; and

WHEREAS, The City's Common Council authorized the City to enter into this agreement pursuant to Common Council Resolution File No. _____, adopted on _____, 2004; and

WHEREAS, Developer's signatories hereto have authority to sign this Agreement on behalf of the Developer.

NOW, THEREFORE, In consideration of mutual covenants and conditions herein described, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following conditions:

1. That the City shall give to the Developer, at no cost, the bridge over East Lincoln Avenue and the bridge over East Becher Street, that connect to the Developer's property.
2. That Developer shall remove the bridge over East Lincoln Avenue at no cost to the City.
3. That Developer shall apply for an Airspace Lease from the City's Common Council, for the continued use of the bridge over East Becher Street.
4. That Developer agrees to work cooperatively with the City in the development of a bicycle trail through or along Developer's property.

5. That Developer agrees to indemnify and save the City harmless from any and all claims, demands, causes of action, liability, or obligations including but not limited to, claims or liability for environmental contamination remediation, that may arise in connection with the removal the bridge over East Lincoln Avenue or the continued use of the bridge over East Becher Street.
6. That Developer agrees to obtain all necessary Department of Public Works permits so that all interested City agencies and the Commissioner of Public Works will have opportunity to review and approve the plans for the removal of the bridge over East Lincoln Avenue.
7. Developer has submitted a Certificate of Liability Insurance, a copy of which is attached hereto as **Exhibit A**, and is incorporated as part of this agreement.
8. That the provisions contained herein shall be binding upon both parties, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first written above.

DEVELOPER:

RDAR Corporation

By: _____
Brian L. Read, President

CITY:

CITY OF MILWAUKEE

THOMAS BARRETT, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, Comptroller

