

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2004

PRODUCER (262)717-3300 FAX (262)717-3310
H&H Insurance Services, Inc.
 P. O. Box 424
 Brookfield, WI 53008-0424
 Vera Pyawasay

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Beta-Becher Acquisition Company LLC**
Integrated Tool & Machine, LLC
 147 E. Becher Street
 Milwaukee, WI 53207

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: General Casualty Co. of WI	24414
INSURER B: Regent Insurance Co.	24449
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CCI0276146	12/17/2003	12/17/2004	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0276146	12/17/2003	12/17/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Milwaukee
 Dept. of Public Works
 841 N. Broadway Street
 Milwaukee, WI 53202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Vera Pyawasay/VP

Vera Pyawasay