

5921921

REGISTER'S OFFICE

Milwaukee County, WI

RECORDED AT

JUN -5 1986 11 50 AM M

REEL 1882 IMAG 777

Return to:

Thomas O. Gartner
800 City Hall
200 East Wells St. 1068
Milwaukee, WI 53202

JUN -5 1986

REEL 1882 IMAG 777 to 778

Walter B. Buehler

REGISTER OF DEEDS

LEASE AGREEMENT

THIS INDENTURE, made and entered into at Milwaukee, Wisconsin, this 3/ day of December, 1985, by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, acting by and through its BOARD OF HARBOR COMMISSIONERS, as authorized by law (hereinafter collectively referred to as "CITY"), and MILWAUKEE WORLD FESTIVAL, INC., a Wisconsin not-for-profit corporation (hereinafter referred to as "FESTIVAL");

WITNESSETH:

The CITY does hereby lease, demise and let unto the FESTIVAL the real property and improvements, depicted on Exhibit "A" and legally described on Exhibit "B", said Exhibits being attached hereto and by this reference incorporated herein, (hereinafter referred to as "the Property").

This Indenture is made and entered into by the parties hereto under the following terms and conditions:

1. Term.

The term of this Agreement shall be for twenty (20) years commencing on December 3/, 1985, and terminating on December 3/, 2005.

2. Rent.

a) Base Rent. During the term of this Agreement, FESTIVAL shall pay CITY for the use and occupancy of the Property

5921921

RECORD 206.00

206⁰⁰

an annual rent the sum of One Dollar (\$1.00) payable January 1, 1986 and on the first day of January in each year thereafter during the term of this Agreement.

b) Supplemental Rent. 1. For each of the term years commencing in 1986 through 2005, FESTIVAL will supplement the base rent by paying to the CITY for the account of the Harbor Commission, two percent (2%) of the net income of FESTIVAL, if any, as disclosed by its annual audited financial statement for FESTIVAL's prior fiscal year. Such supplemental rent shall be payable on or before each April 1, beginning April 1, 1987 for the preceding year based on the financial statement of FESTIVAL for the year ending December 31st of such prior year.

c) FESTIVAL shall also pay for City services provided on the Property except there shall be no charge for police and fire services. These services shall be paid for at times billed by City agencies providing such services so long as FESTIVAL has sufficient funds for such payment. In the event that FESTIVAL does not have sufficient operating cash reserves as provided for pursuant to the Redevelopment Authority Development Revenue bond documents for the supplemental rent payments relating to City services, such rent payments shall be deferred until FESTIVAL has sufficient funds available for such payment.

d) "Net income" shall mean the gross income earned by FESTIVAL, less all expenses of operation, interest costs,

expenses incurred relative to capital improvements located in areas open to public access pursuant to paragraph 5 of this Agreement, taxes paid, or any other charges imposed upon FESTIVAL by any governmental entity; provided, however, that expenses incurred relative to capital improvements undertaken by FESTIVAL other than those described above shall not be excluded from gross income for purposes of computing net income.

e) During the remaining term of the Lease Agreement attached hereto and by this reference incorporated herein as Exhibit "C" FESTIVAL shall continue to pay the rent provided for therein. In all other respects the use and disposition of the real property referred to therein, Parcel "C" on Exhibit "A" hereto, shall be governed by this Agreement.

f) Upon retirement of all outstanding Redevelopment Authority of the City of Milwaukee Development Revenue Bonds utilized for the financing of capital improvements located on the Property the parties hereto shall, upon the request of the City, renegotiate the rent provided for in this paragraph. Such notice shall be given in writing and in the event that the parties hereto are unable to agree upon new terms and conditions regarding rent within one (1) year from the date of said notice, then this Agreement shall terminate one (1) year from the date of said notice.

3. Use of the Property.

FESTIVAL, its successors and assigns, shall use the Property solely for recreational uses which foster the purposes for which FESTIVAL was originally incorporated.

4. Improvements

The CITY reserves the right to inspect and approve the plans for all capital improvements prior to their implementation by FESTIVAL. All improvements shall be designed to protect the integrity of the dock wall and its anchoring system.

Subject to future modifications of this Agreement, FESTIVAL shall pay all expenses and liabilities arising out of any construction, repairs, alterations, or maintenance of any present and future buildings and other improvements on the Property and it shall keep the Property and improvements free and clear from all liens of mechanics or materialmen, and all liens of a similar character arising out of the construction, repair, alteration, or maintenance of any improvement.

5. Access to the Property.

a) Public

During those times when FESTIVAL and other FESTIVAL-authorized activities are not being conducted or implemented on the Property, that portion of the Property immediately adjacent to the lake front and secured by fencing from that portion of the Property on which improvements have been constructed, shall be

REEL 1892 PAGE 781

accessible to the general public so long as reasonable provisions have been made and can be maintained for the safety of the people using the Property and the improvements.

Furthermore, that a twenty-five (25) foot strip along the north, east and south edges of that portion of the Property commonly referred to as the 20 acre landfill site, which strip is to be fenced off for use by the public engaged in the sport of fishing and other recreational activities, shall be made accessible to the public for such purposes at reasonable times with due consideration for security and safety. Such access shall be made available on or before June 1, 1987 or upon completion of construction of an amphitheater and related capital improvements, whichever shall last occur.

FESTIVAL shall provide three (3) to five (5) handicapped parking spaces, intended for the use of fishers, as reasonably close as possible to the lakefront access to the public access strip of land located on the 20 acre landfill during those periods when access to said strip is available.

On or before September 1, 1989, FESTIVAL shall provide public access to a narrow strip of land immediately abutting the lakefront where public access was not previously afforded and wide enough for a footpath. Use of such access shall be available during that portion of the year when FESTIVAL authorized activities are not being conducted or implemented on

REEL 1892 14:00 782

the Property, providing (i) the land strip and the remainder of the Property can be temporarily separated in such a way so as not to restrict the easy traffic flow of FESTIVAL goers and their access to the lakefront during festivals, and (ii) reasonable safety, both as to persons using the land strip and as to FESTIVAL's personnel and facilities on the Property, can be assured or, if FESTIVAL does not reasonably believe that such assurance can be achieved, City agrees to assume full responsibility for occurrences or damages resulting as a consequence of public use of that land strip.

The parties hereto acknowledge that the public access provided for herein is intended to include only pedestrian and other non-vehicular access.

b) City

The CITY, by its duly authorized agents, shall have the right to enter upon the Property for inspection purposes, subject only to prior verbal notice to FESTIVAL. The CITY shall have the right to enter upon the Property for purpose of conducting soil or engineering tests upon seven day written notice to FESTIVAL.

6. Disclosure of Records.

a). Availability of Records.

The City Comptroller shall have the right to inspect, at any time, during normal business hours, all books, records, minutes, reports and financial statements which relate to the

operation of Milwaukee World Festivals. The CITY shall take all reasonable measures to protect the proprietary rights of FESTIVAL in the inspection of such records.

b.) Required Reporting.

FESTIVAL shall provide to the City Comptroller copies of all records enumerated below:

(1) Financial report. A fully audited annual financial report containing an opinion by an independent certified public accountant. Said report shall contain all statements and disclosures required by the American Institute of Certified Public Accountants including:

- (a) Balance sheet.
- (b) Income statement in such detail as the Comptroller shall request.
- (c) Statement of changes in financial position.
- (d) Notes to the financial statements.
- (e) Schedule of capital costs including a current annual statement of cost of construction by component category (such as land, buildings and equipment).
- (f) Schedule of expenses by component category and function:
 - General and administrative.
 - Selling and marketing.
 - Operations.
 - Maintenance.
- (g) Schedule of debt and interest.
- (h) Management letter.

Such report shall be furnished within a

REEL 1892 MAG 784

reasonable time after the close of FESTIVALS' fiscal year.

(2) Historical records.

(a) Current Articles of Incorporation.

(b) Current By-laws.

(3) Other Records.

(a) Complete minutes of all future Board and Board committee meetings, within two weeks of such meeting.

(b) Complete copies of all consultant studies commissioned by FESTIVAL, upon completion and receipt by FESTIVAL.

(c) Copies of annual budgets and when adopted.

(d) Complete copies of any formally adopted operating or management plans, goals or objectives and when adopted.

c). CITY Right of Access.

The City Comptroller or his agents shall have the right to inspect, upon notice, the foregoing records and the right to audit, provided, however, that such inspection or audit shall take place within 36 months following the close of each of FESTIVALS' fiscal years.

d). Financial Reporting Requirements.

All financial reports required by the foregoing shall comply with the following requirements.

(1) The annual financial report shall be audited by a certified public accounting firm with

REEL 1892 MAG 785

resources sufficient to accommodate the task, chosen from a list of firms acceptable to the City Comptroller.

(2) All reports are to be on the same basis of accounting (accrual basis) unless otherwise indicated.

(3) All financial reports are to be submitted in a format prescribed by generally accepted accounting principles or otherwise acceptable to the City Comptroller.

(4) Exceptions to or qualifications of any auditor's opinion must be acceptable to the City Comptroller.

e) FESTIVAL shall make available to the City Comptroller for inspection, upon written request, copies of all subleases and any financial information in its possession regarding any sublessee. Financial information regarding sublessees will be kept confidential by the CITY to the fullest extent permitted by law.

(f) FESTIVAL shall provide to the City Comptroller, upon written request, any and all attendance figures for any and all activities held on the Property under this lease or any sublease.

(g) FESTIVAL shall provide to the City Comptroller, upon written request, a list of the names of all

concessionaires and any other licensees or permittees operating upon the Property at any time.

7. Maintenance and Housekeeping.

FESTIVAL shall be responsible for and shall bear the entire cost of all maintenance for the Property and the improvements thereupon. This maintenance responsibility includes, without limitation due to enumeration, all dockwalls together with their support and anchoring systems which are located on or provide support for the Property.

FESTIVAL shall keep the Property in a reasonable state of cleanliness at all times at its own expense.

CITY shall use its best efforts to acquire any available state, federal, or other grants or aids for the maintenance, repair, replacement, or construction of said dockwalls and their support system.

8. Utilities.

a) Water and Sewer

The Board of Harbor Commissioners shall sell water and sewer utility services to FESTIVAL through existing facilities at its cost plus a 10% surcharge for administrative expenses. If and when FESTIVAL installs its own separate water service such surcharge shall be eliminated. All maintenance, replacement and repairs to water and sewer lines on the Property shall be made by FESTIVAL at its own expense. Improvements to these facilities

REEL 1892 MAG 787

shall be at FESTIVAL's expense and shall be governed by the provision of this lease agreement entitled "Improvements."

b) Other Utility Services

All other utility services shall be provided for and paid for in full by FESTIVAL. The CITY agrees to grant all reasonable and necessary utility easements.

9. Easements and Restrictions.

This Agreement is subject to all existing easements, restrictions and covenants, including without limitation those easements, licenses and permits which are attached hereto and by this reference incorporated herein as Group Exhibit "D". The CITY reserves the right to grant or create, or to require FESTIVAL to grant or create, any additional reasonable and necessary easements or rights necessary for the construction of and access to off-shore improvements adjacent to the Property and capital improvements located on the Property. In that regard, FESTIVAL hereby agrees to execute a permit in substantially the form of Exhibit "E" attached hereto and by this reference incorporated herein. CITY shall use its best efforts to exclude or minimize interference with FESTIVAL's operations from said activities and shall grant any such easement accordingly.

The CITY reserves the right to reasonably modify any existing easement granted to the Milwaukee Metropolitan Sewerage District.

10. Status of Property.

FESTIVAL hereby expressly declares that it has satisfied itself that the Property is usable for the purposes herein stated without any further action to be taken by CITY with respect thereto and no liability shall attach to CITY with respect thereto. FESTIVAL acknowledges that it is informed of the fact that the above described Property was ceded to CITY by the State of Wisconsin and that as a part of such ceding to the CITY conditions have been imposed by the State upon CITY through legislative acts which are a matter of record. FESTIVAL further acknowledges that in addition to conditions imposed by the State of Wisconsin there are certain conditions imposed by the United States government and that this Agreement is expressly subject to all such conditions.

11. Vessel Berthing.

FESTIVAL shall have preferential, non-exclusive berthing rights at all dock walls. Vessel berthing adjacent to rubble pile dock walls is prohibited. The CITY shall use its best efforts to provide that vessels berthed at dockwalls will not interfere with FESTIVAL's rights under this Agreement.

12. Indemnification.

FESTIVAL agrees that it will indemnify and hold and save CITY whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments

REEL 1892 INAG 789

recovered from or asserted against CITY on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of FESTIVAL or any of its agents, servants, employes, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Property with the express or implied invitation or permission of FESTIVAL, or when any such injury or damage is the result, proximate or remote, of the violation by FESTIVAL or any of its agents, servants, employes, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by FESTIVAL, its agents, servants, employes, contractors, patrons, guests, licensees or invitees of the Property. Such indemnification of CITY by FESTIVAL shall be effective only and to such extent as such damage or injury shall not result from the negligence, gross negligence or willful misconduct of CITY, its agents, servants, representatives or employes. FESTIVAL covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against FESTIVAL or relating to this lease or to the Property, then FESTIVAL shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by

or imposed upon CITY by virtue of any such litigation, excepting to the extent such litigation is commenced by FESTIVAL and it is ultimately adjudicated that CITY failed to honor its obligations hereunder, and excepting instances where indemnification of the CITY does not pertain as specified above.

13. Compliance with Laws and Orders.

FESTIVAL agrees to observe fully and to comply with any law, rule, regulation or directive which shall emanate from state, federal or local agencies having jurisdiction, including without limitation due to enumeration, the Milwaukee Police Department, the Milwaukee Fire Department, the Milwaukee Inspector of Buildings, the United States Coast Guard, and the Wisconsin Department of Industry, Labor and Human Relations, excepting to the extent any such rule, regulation or directive is a CITY or CITY agency action in contravention of its obligations hereunder.

14. Assignment and Subleasing.

a) Assignment

FESTIVAL shall not pledge or assign any interest in this Agreement without the prior written consent of the CITY as to the parties, terms and conditions of said assignment or pledge. Such consent is at the sole discretion of the CITY.

BILL 1892 IMAG 791

b) Subleasing

FESTIVAL shall not sublease the Property for any period longer than ten days without the prior written consent of the CITY. Any sublease must be in conformity with the uses, purposes and provisions of this Agreement.

15. Taxes.

FESTIVAL shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that during the term hereof are or may be levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon. Taxes during any partial calendar year shall be pro-rated.

16. Insurance.

FESTIVAL shall provide, at its own expense, all reasonable insurance coverage which the CITY, through its Board of Harbor Commissioners, deems necessary.

17. Default.

a) The occurrence of one or more of the following events shall be considered events of default under the terms of this Agreement:

1. Should FESTIVAL at any time during the term of this agreement become insolvent, have proceedings in bankruptcy instituted by or against it, have any execution or attachment issue against it which takes or

REEL 1892 MAG 792

attempts to take the Property, or have a receiver or trustee appointed over its property; or

2. Should FESTIVAL abandon the Property for a period of thirty (30) days or be delinquent in any payments due under this Agreement required to be made by FESTIVAL hereunder and should such delinquency continue for ten (10) days after notice thereof in writing to FESTIVAL; or

3. Should FESTIVAL default in any of the other covenants or agreements herein contained to be kept, observed and performed by FESTIVAL, provided that if default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by FESTIVAL, other than the payment of installments due under this Agreement, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to FESTIVAL, and if FESTIVAL prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then CITY shall not have the right to

declare the term of this Agreement as ended. The curing of any default in such manner shall not be construed to limit or restrict the right of CITY to declare this Agreement ended and terminated, and to enforce all of CITY'S rights and remedies hereunder for any other default not so cured. and should such default continue for thirty (30) days after notice thereof in writing to FESTIVAL; or

4. Should FESTIVAL change its corporate status from a not-for-profit entity to a for-profit entity; or

5. Should FESTIVAL default in any of the terms and conditions imposed in the documentation relative to the issuance of Redevelopment Authority of the City of Milwaukee Development Revenue Bonds and election by the CITY to assume the rights and obligations thereunder has occurred.

b) Upon occurrence of any one or more of such events of default, it shall be lawful for CITY, at its election in the manner and terms herein provided, to declare this Agreement ended, and to recover possession of the Property, either with or without process of law to reenter and to expel, and remove FESTIVAL and all agents, employes and representatives of FESTIVAL engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing.

18. Time of the Essence.

It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Agreement.

19. Waiver.

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

20. Sole Agreement and Amendment.

This Agreement and the attached Exhibits to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

21. Governing Law.

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement or any Exhibits hereto, or the application thereof to

any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement and Exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

22. Notice.

In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the CITY, then it shall be addressed as follows:

Port of Milwaukee
500 North Harbor Drive
Milwaukee, WI 53202
Attention: Municipal Port Director

with a copy to

Office of the City Attorney
City of Milwaukee
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

If it is to be sent to FESTIVAL it shall be addressed as follows:

Milwaukee World Festival, Inc.
200 North Harbor Drive
Milwaukee, WI 53202

with a copy to

QUARLES & BRADY
780 North Water Street
Milwaukee, WI 53202

and

Gimbel, Gimbel & Reilly
One Plaza East, Suite 930
330 East Kilbourn Avenue
Milwaukee, WI 53202

23. Authority of CITY.

Any matters not herein expressly provided for shall be handled and disposed of in the discretion of the CITY. Any discretion herein granted to the CITY may be exercised through the Board of Harbor Commissioners in consultation with the City Attorney.

24. Surrender.

FESTIVAL expressly agrees to quit and deliver up the Property to the CITY peaceably and quietly at the end of said term hereof as herein provided or bear the damages and costs to CITY of its eviction pursuant to law.

Upon termination of this Agreement, FESTIVAL shall, upon notice from the CITY, be required and obligated to remove from said property at any time within sixty (60) days after the termination of this Agreement, all buildings, or other improvements and any and all appurtenances thereto brought or placed upon said property by FESTIVAL. In the event such removals are not completed within said sixty (60) days, CITY

shall have the right to undertake said removal and bill the actual cost of said removal to FESTIVAL; provided, however, that CITY may in lieu of removal require FESTIVAL to convey title to such improvements to the City, free and clear of all liens and encumbrances. Any such election shall be made in writing and communicated to FESTIVAL. No such option with respect to election of either to remove or not to remove shall rest with FESTIVAL and FESTIVAL shall have the obligation and responsibility to perform that which CITY shall direct.

25. Discrimination.

FESTIVAL hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, or permit discrimination on any basis prohibited by any law or ordinance.

26. Reservation of City's Rights With Regard to Parcel "A".

The CITY shall have the right to terminate this Agreement with respect to Parcel "A" as depicted on Exhibit "A" on September 1, 1989, or at any time thereafter, upon six months' written notice to FESTIVAL. Such termination shall end all of FESTIVAL's responsibilities and obligations under this Agreement with respect to Parcel "A", but will have no effect upon the remainder of this Agreement.

27. Quiet Enjoyment.

The CITY covenants and warrants to FESTIVAL that upon paying the rent and performing the covenants herein imposed upon it, FESTIVAL may quietly have, hold and enjoy the Property and all rights granted FESTIVAL in this Agreement, subject to the matters referred to in paragraphs 9 and 10 of this Agreement, during its term or any extension thereof, and CITY shall take whatever steps are necessary in order to effectuate such quiet enjoyment upon reasonable notice by FESTIVAL of the need therefor.

28. Interests.

No officer, director or employe of FESTIVAL (or members of such person's Immediate Family) shall have a direct or indirect financial interest in any contract, sublease, assignment, license, permit or other arrangement or agreement to provide goods or services to FESTIVAL or any of its sublessees or assignees.

This paragraph shall not prohibit the employment by FESTIVAL of relatives of persons described above from being hired by FESTIVAL during the summer season in hourly rate jobs. Further, this paragraph shall not preclude service on the board by representatives of corporations, i.e., businesses which sponsor FESTIVAL activities, where such individuals make full disclosure of the position/interests in such corporations and

where their employment compensation is in no way related to its relationship to FESTIVAL.

Immediate Family for purposes of this section shall be defined as a group including spouse, parents, parents of spouse, children and spouse, grandchildren and spouses of grandchildren.

29. By-Laws

FESTIVAL shall, at its 1986 annual meeting, amend its By-Laws in a manner consistent with the letter attached hereto as Exhibit "F" and shall maintain such amendments in full force and effect during the term of this Agreement.

30. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The terms "Board of Harbor Commissioners" and "CITY" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

31. Common Council Approval.

It is further agreed and understood that this Agreement must be submitted for approval to the Common Council of the City of Milwaukee and that the same must be approved and its execution authorized by the Common Council.

32. Bonding.

In the event that FESTIVAL does not close on a Redevelopment Authority of the City of Milwaukee Development Bond issue in the amount of approximately Twelve Million Dollars (\$12,000,000) on or before December 31, 1985, this Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed hereto on the day and year first above written.

Signed and Sealed in the presence of:

Dawn M. Colla

CITY OF MILWAUKEE, a Wisconsin municipal corporation

Henry W. Maier

Henry W. Maier, Mayor

Ben J. Johnson

City Clerk

COUNTERSIGNED

James A. McCann
City Comptroller

BOARD OF HARBOR COMMISSIONERS OF THE CITY OF MILWAUKEE

Daniel J. Steininger
Daniel J. Steininger, President

Beverly J. Strike
Beverly J. Strike, Secretary

MILWAUKEE WORLD FESTIVAL, INC.
a Wisconsin corporation

Andrew M. Zarek

Kim E. Snow, V.P.

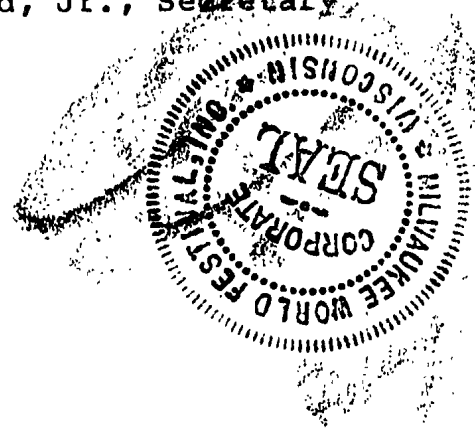
~~John Schmitt, President~~

Andrew M. Zarek

L. C. Hammond

L. C. Hammond, Jr., Secretary

TOG:mjl:ss
12/30/85



REF 1892 802

Signatures of Henry W. Maier, Ben E. Johnson and James A. McCann, of the City of Milwaukee, authenticated this 31 day of Dec, 1986.



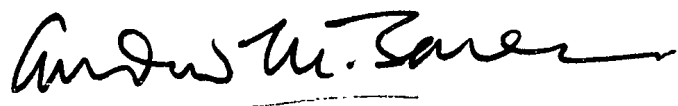
Thomas O. Gartner
Member State Bar of Wisconsin

Signatures of Daniel J. Steininger and Beverly J. Strike, of the Board of Harbor Commissioners of the City of Milwaukee, authenticated this 31 day of Dec, 1986.



Thomas O. Gartner
Member State Bar of Wisconsin

Signatures of Richard E. Snow and L.C. Hammond, Jr., of Milwaukee World Festival, Inc., authenticated this 31st day of Dec, 1986.



Andrew M. Barnes
Member State Bar of Wisconsin

COPY OF ORIGINAL

POOR COPY PRESENTED FOR RECORDING

REEL 1892 MAG 804

MICHIGAN

ENTRANCE

HARBOR

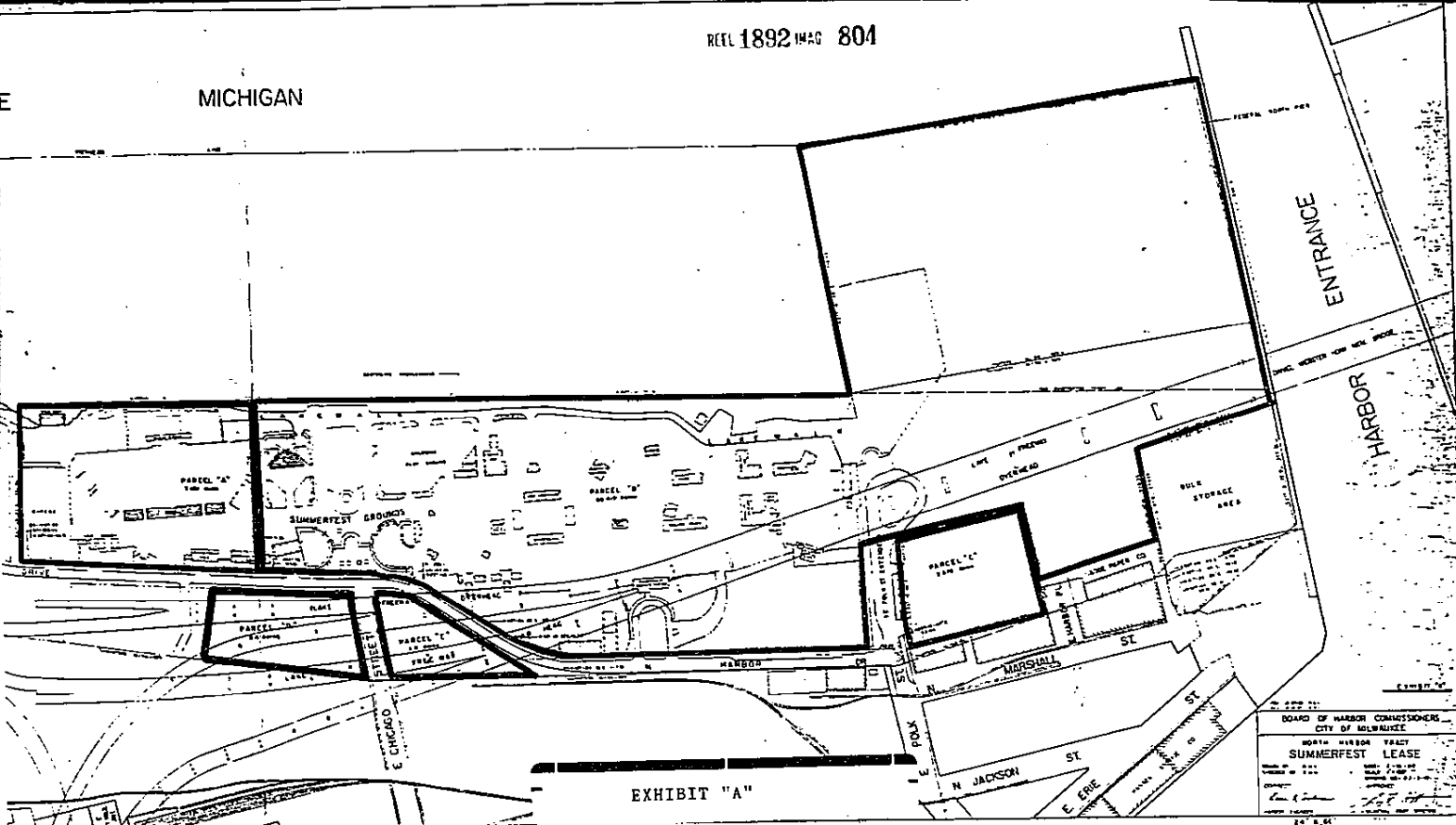


EXHIBIT "A"

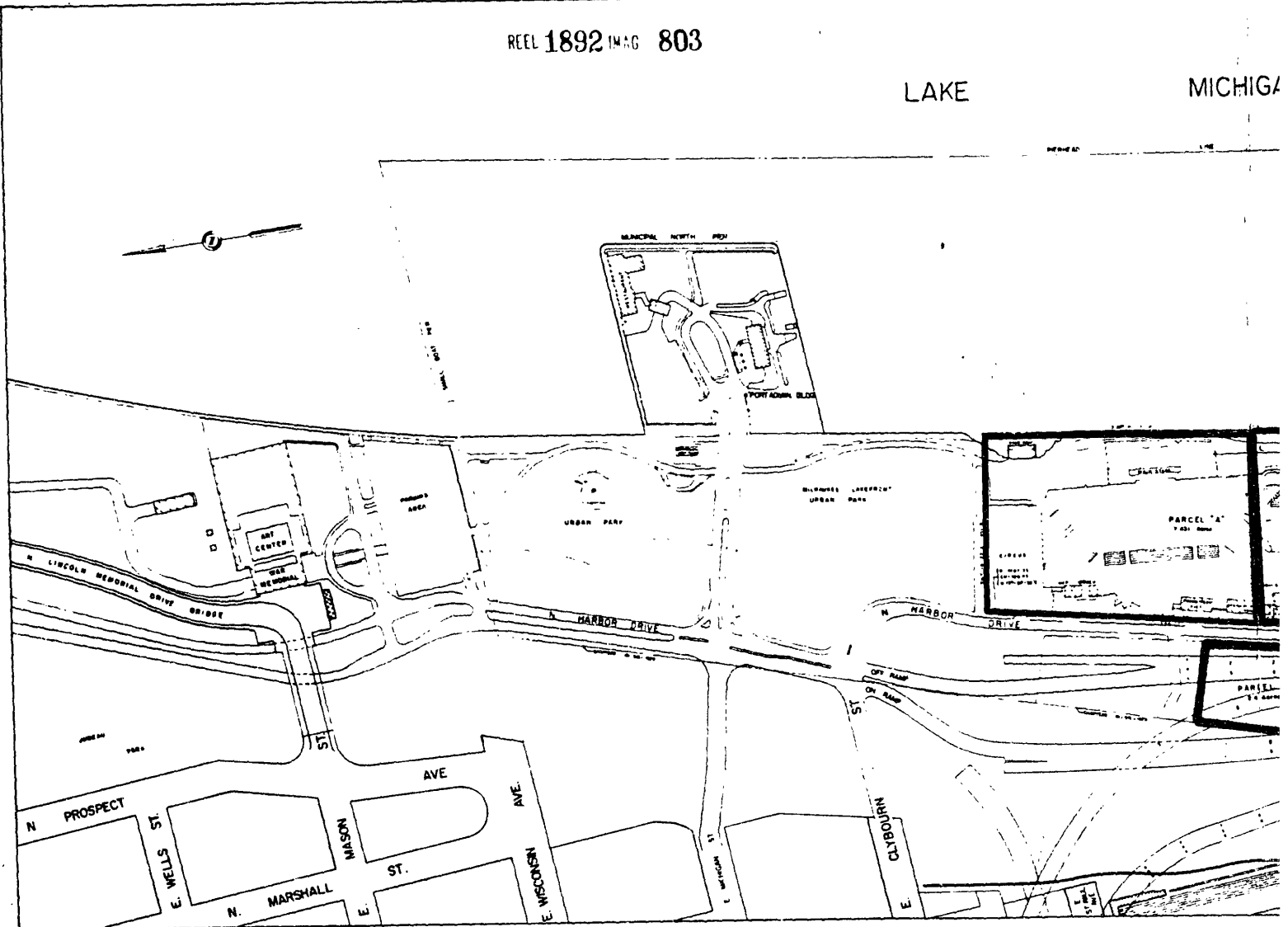
BOARD OF HARBOUR COMMISSIONERS
CITY OF MILWAUKEE
NORTH HARBOR TRACT
SUMMERFEST LEASE
24' x 36'

POOR COPY PRESENTED FOR RECOR

REEL 1892 IMAG 803

LAKE

MICHIGAN



Description of Parcel "A"
Leased To
Milwaukee World Festival, Inc.

RECEIVED
PORT OF MILWAUKEE

'85 DEC 27 P2:23

That part of the South 1/2 of Section 28 Township 7 North, Range 22 East bounded and described as follows:

Commencing at the point of intersection of the west line of North Harbor Drive and the centerline of East Polk Street; thence north 85 degrees 16 minutes 47 seconds east 51.21 feet along the centerline of East Polk Street extended to a point on the east line of North Harbor Drive; thence north 07 degrees 45 minutes 22 seconds east 891.24 feet along the east line of said street to an angle point in the east line of said street; thence north 16 degrees 03 minutes 16 seconds east 117.01 feet along the easterly line of said street to a point; thence north 33 degrees 45 minutes 30 seconds east 116.92 feet along the easterly line of said street to a point; thence north 42 degrees 26 minutes 28 seconds east 236.94 feet along the easterly line of said street to a point; thence along the easterly line of said street on a curve to the left having a radius of 286.11 feet for an arc distance of 165.54 feet and having a chord distance of 163.24 feet with a bearing of north 25 degrees 40 minutes 47 seconds east to a point; thence north 08 degrees 55 minutes 07 seconds east 182.61 feet along the easterly line of said street to a point; thence along the easterly line of said street on a curve to the right having a radius of 2827.79 feet for an arc distance of 149.83 feet and having a chord distance of 149.81 feet with a bearing of north 10 degrees 26 minutes 11 seconds east to a point; thence north 11 degrees 57 minutes 16 seconds east 6.36 feet along the easterly line of said street to the point of beginning;

continuing thence north 11 degrees 57 minutes 16 seconds east 591.71 feet along the easterly line of said street to a point; thence along the easterly line of said street on a curve to the right having a radius of 1407.39 feet for an arc distance of 100.51 feet and having a chord distance of 100.49 feet with a bearing north 13 degrees 59 minutes 56 seconds east to a point; thence south 81 degrees 18 minutes 23 seconds east 451.81 feet to a point on the centerline of the rubble mound; thence south 08 degrees 41 minutes 37 seconds west 666.97 feet along said centerline of rubble mound to a point; thence north 84 degrees 03 minutes 54 seconds west 495.32 feet to the point of beginning, said point being on the east line of North Harbor Drive; being a parcel of land on the North Harbor Tract in the City and County of Milwaukee, State of Wisconsin and containing 7.431 acres.

Prepared By: Dean H. Ronnell

Date: 12/27/85

Checked By: Earl K. Anderson

Date: 27 Dec 1985

December 27, 1985

REF 1892 806

74-1-22

Description of Parcel ^{NR RECEIVED}
 Leased To ^{PORT OF MILWAUKEE}
 Milwaukee World Festival, Inc.
 '85 DEC 27 P2:24

That part of the North $\frac{1}{2}$ of Section 33 and the South $\frac{1}{2}$ of Section 28, Township 7 North, Range 22 East bounded and described as follows:

Commencing at the point of intersection of the west line of North Harbor Drive and the centerline of East Polk Street; thence north 85 degrees 16 minutes 47 seconds east 51.21 feet along the centerline of East Polk Street extended to a point on the east line of North Harbor Drive; thence northerly along the east line of said street north 07 degrees 45 minutes 22 seconds east 63.32 feet to the point of beginning of the parcel of land to be described;

continuing thence north 07 degrees 45 minutes 22 seconds east 827.92 feet along the east line of said street to an angle point in the east line of said street; thence north 16 degrees 03 minutes 16 seconds east 117.01 feet along the easterly line of said street to a point; thence north 33 degrees 45 minutes 30 seconds east 116.92 feet along the easterly line of said street to a point; thence north 42 degrees 26 minutes 28 seconds east 236.94 feet along the easterly line of said street to a point; thence along the easterly line of said street on a curve to the left having a radius of 286.11 feet for an arc distance of 165.54 feet and having a chord distance of 163.24 feet with a bearing of north 25 degrees 40 minutes 47 seconds east to a point; thence north 08 degrees 55 minutes 07 seconds east 182.61 feet along the easterly line of said street to a point; thence along the easterly line of said street on a curve to the right having a radius of 2827.79 feet for an arc distance of 149.83 feet and having a chord distance of 149.81 feet with a bearing of north 10 degrees 26 minutes 11 seconds east to a point; thence north 11 degrees 57 minutes 16 seconds east 6.36 feet along the easterly line of said street to a point; thence south 84 degrees 03 minutes 54 seconds east 495.32 feet to a point on the centerline of the rubble mound; thence south 08 degrees 41 minutes 37 seconds west 1723.94 feet along the centerline of the rubble mound to a point; thence north 87 degrees 16 minutes 39 seconds east 714.13 feet to a point; thence south 00 degrees 45 minutes 01 second east 1165.24 feet to a point of intersection with the base line of U.S. Monuments 305 and 307 extended, being a point on the federal north pier of the inner harbor entrance and distant 465.02 feet easterly from U.S. Monument 307; thence south 87 degrees 16 minutes 39 seconds west 940.14 feet along said base line of said north pier to a point of intersection with the westerly line of the Lake Freeway highway easement; thence north 10 degrees 02 minutes 04 seconds west 403.61 feet along said easement line to a point; thence south 85 degrees 16 minutes 47 seconds west 270.26 feet to a point being the southeast corner of

an existing leasehold; thence north 09 degrees 40 minutes 29 seconds west 361.35 feet along the easterly line and its extension northerly of the aforementioned existing leasehold to a point; thence north 85 degrees 16 minutes 47 seconds east 217.24 feet to a point; thence north 04 degrees 47 minutes 55 seconds west 477.03 feet to a point; thence north 85 degrees 59 minutes 10 seconds west 295.00 feet to the point of beginning, said point being on the easterly line of North Harbor Drive; being a parcel of land on the North Harbor Tract in the City and County of Milwaukee, State of Wisconsin and containing 56.419 acres; excepting that portion of the federal north pier of the inner harbor entrance lying within the area herein described.

Prepared By: Dean B. Honadel
 Date: 12/27/85
 Checked By: Earl K. Anderson
 Date: 27 Dec 1985

DHH/slf

REEL 1892 MAG 808

RECEIVED
PORT OF MILWAUKEE

December 27, 1985

'85 DEC 27 P2:24

74-1-22

Description of Parcel "C"
Leased To
Milwaukee World Festival, Inc.

That part of the Northwest 1/4 of Section 33 Township 7 North, Range 22 East bounded and described as follows:

Commencing at the point of intersection of the west line of North Harbor Drive and the centerline of East Polk Street; thence south 09 degrees 40 minutes 29 seconds east 40.15 feet to a point; thence north 85 degrees 16 minutes 47 seconds east 35.84 feet to a point; thence south 04 degrees 47 minutes 55 seconds east 8.00 feet to the point of beginning;

thence north 85 degrees 16 minutes 47 seconds east 63.60 feet to a point; thence south 85 degrees 16 minutes 08 seconds east 257.18 feet to a point; thence south 04 degrees 47 minutes 55 seconds east 369.76 feet to a point; thence south 85 degrees 16 minutes 47 seconds west 317.24 feet to a point; thence north 04 degrees 47 minutes 55 seconds west 412.00 feet to the point of beginning, being a parcel of land on the North Harbor Tract, in the City and County of Milwaukee, State of Wisconsin, and containing 2.878 acres.

Prepared By: Dean H. Honadel
Date: 12/27/85
Checked By: Earl K Anderson
Date: 27 Dec 1985

DHH/slf

UNOFFICIAL COPY

REEL 1892 IMAG 809

RECEIVED
PORT OF MILWAUKEE

'85 DEC 27 P2:24

December 27, 1985

74-1-22

Description of Parcel "D"
Leased To
Milwaukee World Festival, Inc.

A parcel of land lying westerly from North Harbor Drive and northerly from East Chicago Street and containing 2.4 acres as shown on the drawing marked Exhibit "A".

Prepared By: Dean H. Honadel

Date: 12/27/85

Checked By: Earl K Anderson

Date: 27 Dec 1985

DHH/slf

UNOFFICIAL COPY

REEL 1882 IMAG 810

RECEIVED
PORT OF MILWAUKEE

'85 DEC 27 P2:24

December 27, 1985

74-1-22

Description of Parcel "E"
Leased To
Milwaukee World Festivals, Inc.

A parcel of land lying westerly from North Harbor Drive and southerly from East Chicago Street and containing 1.4 acres as shown on the drawing marked Exhibit "A".

Prepared By: Dean H. Honadel

Date: 12/27/85

Checked By: Earl Rubin

Date: 27 Dec 1985

DHH/slf

74-1-23
74-1-22

ASSIGNMENT OF LEASE

from

WASTE MANAGEMENT OF WISCONSIN, INC.

to

MILWAUKEE WORLD FESTIVALS, INC.

Assignment document refers to Lease Agreement dated October 8, 1982 and Amendment to Lease Agreement dated April 26, 1983, between Waste Management of Wisconsin, Inc., and the Board of Harbor Commissioners, City of Milwaukee.

Date of Assignment: April 1, 1985

Date of Assignment Document: November 4, 1985

REEL 1392 IMAG 812

ASSIGNMENT OF LEASE

For value received, WASTE MANAGEMENT OF WISCONSIN, INC. (Assignor), the Lessee in the Lease dated the 8th day of October 1982, and Amendments dated October 26, 1982 and April 26, 1983 by and between Assignor as Lessee and City of Milwaukee, as Lessor, for the premises described as 2.859 acres of vacant land in the North Harbor Tract, at the intersection of Polk and N. Marshall, Milwaukee, Wisconsin, does hereby transfer and assign all of its right, title and interest in and to the said Lease to MILWAUKEE WORLD FESTIVALS, INC., (Assignee) a copy of the Lease and Amendment, are attached hereto and are incorporated herein as Group Exhibit A.

IN WITNESS WHEREOF, Assignor has executed and delivered these presents as of this 1st day of April, 1985.

ASSIGNOR: WASTE MANAGEMENT OF
WISCONSIN, INC.

ATTEST:

BY: William Kazman
Its _____ President

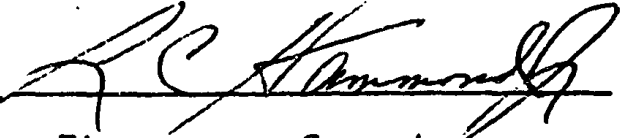
Richard L. Gaud
Its Gen Secretary

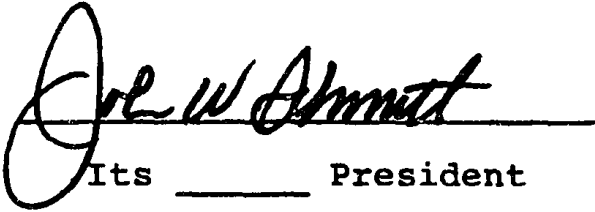
ACCEPTANCE BY ASSIGNEE

In consideration of the above Assignment, the Assignee, MILWAUKEE WORLD FESTIVALS, INC., hereby assumes and agrees to perform and keep all promises, covenants, conditions and agreements of said Lease and Amendment by WASTE MANAGEMENT OF WISCONSIN, INC., the Assignor, to be made, kept and performed; and it is agreed by and between Assignor and Assignee that said Lease is hereby incorporated by reference into this Acceptance, and all of the terms thereof shall be read and understood herein in the same manner as they are expressed in said Lease except as expressly provided in the "Consent by Lessor" hereafter set forth. This Agreement shall become effective April 1, 1985.

ASSIGNEE: MILWAUKEE WORLD FESTIVALS, INC.

ATTEST:


Its _____ Secretary

BY: 
Its _____ President

CONSENT BY LESSOR

The City of Milwaukee, a Municipal Corporation of the State of Wisconsin, acting by and through its Board of Harbor Commissioners does hereby consent to the foregoing Assignment of Lease to Assignee and by such consent and in consideration

of the undertakings of Assignee, Lessor does hereby fully and completely release Assignor from any and all liability arising by, through or under such lease on the tenancy created thereby including, but not limited to, liability for the payment of rents, effective April 1, 1985.

The Lease as assigned shall extend to the Assignee in addition to the purposes prescribed in the Lease the right to use the leased premises for the parking of vehicles by its staff or the public on such terms and conditions as the Assignee shall prescribe.

IN WITNESS WHEREOF, this 4th day of November, 1985.

Signed in the presence of:

CITY OF MILWAUKEE, a municipal corporation

Dawn M. Calla

Henry W. Maier (SEAL)
Mayor

Kathleen H. Mallica

Ben E. Johnson (SEAL)
City Clerk

Countersigned:

[Signature]

[Signature] (SEAL)
Comptroller

BOARD OF HARBOR COMMISSIONERS OF THE CITY OF MILWAUKEE

[Signature]

[Signature] (SEAL)
President

[Signature]

[Signature] (SEAL)
Secretary

APPROVED as to Form, Execution and Content this 8th day of Nov., 1985
[Signature]
Assistant City Attorney

GROUP EXHIBIT A
TO ASSIGNMENT OF LEASE
BETWEEN WASTE MANAGEMENT OF WISCONSIN
AND MILWAUKEE WORLD FESTIVALS, INC.

GFL:s

AMENDMENT TO LEASE AGREEMENT

AGREEMENT made this 26th day of April, 1983, by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, by and through its BOARD OF HARBOR COMMISSIONERS ("CITY"), and WASTE MANAGEMENT OF WISCONSIN, INC., a Wisconsin corporation ("TENANT").

WITNESSETH:

WHEREAS, CITY and owner entered into a lease agreement dated 8 October 1982; and

WHEREAS, CITY and owner entered into an amendment to lease agreement dated 26 October 1982; and

WHEREAS, Said amendment to lease agreement provided the following with respect to the legal description of the premises covered by the lease agreement as amended:

"1. The legal description contained in the LEASE is amended by deleting approximately 0.2 acres of land from the leased premises. That part which is deleted from the leased premises is marked in red on Exhibit A attached hereto. It is the intent of the parties to further amend this LEASE at such time as a metes and bounds description of the parcel deleted from the leased premises is available."; and

WHEREAS, The parties now desire to incorporate the corrected legal description into the lease agreement as amended; now therefore,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That part of the lease agreement dated 8 October 1982, which sets forth the legal description of the premises leased by CITY to TENANT is amended to read as follows:

Commencing at the intersection of the center line of East Polk Street and the easterly line of North Jackson Street; running thence north 85 degrees, 16 minutes, 47 seconds east 331.30 feet along the center line of East Polk Street to a point, said point being on the former easterly property line of the Chicago and North Western Railway Company; running thence south 9 degrees, 40 minutes, 29 seconds east 40.15 feet to a point; running thence north 85 degrees, 16 minutes, 47 seconds east 35.84 feet to a point; running thence south 4 degrees, 47 minutes, 55 seconds east 8.00 feet to the point of beginning of the parcel of land to be described; running thence north 85 degrees, 16 minutes, 47 seconds east 63.60 feet to a point; running thence south 85 degrees, 16 minutes, 08 seconds east 257.18 feet to a point; running thence south 4 degrees, 47 minutes, 55 seconds east 396.76 feet to a point; running thence south 85 degrees, 16 minutes, 47 seconds west 317.24 feet to a point; running thence north 4 degrees, 47 minutes, 55 seconds west 412.00 feet to the point of beginning, being a parcel of land on the North Harbor Tract, in the City and County of Milwaukee, State of Wisconsin, and containing 2.878 acres.

2. All of the terms and conditions in the aforesaid lease dated 8 October 1982 as amended shall remain in full force and effect as therein expressed except as and where specifically modified by the terms of this agreement.

Dated at Milwaukee, Wisconsin, this 26th day of April, 1983.

Signed in presence of:

Dawn M. Colla

Kathleen H. Mallica

Patricia J. Janner

Patricia E. Rao

Maria N. Longrich

CITY OF MILWAUKEE, a municipal corporation

Henry W. Haier (SEAL)
Mayor

[Signature] (SEAL)
City Clerk

Countersigned:

[Signature] (SEAL)
DEPUTY Comptroller

BOARD OF HARBOR COMMISSIONERS OF THE CITY OF MILWAUKEE

Donald M. Mayer (SEAL)
Vice President

[Signature] (SEAL)
Secretary

WASTE MANAGEMENT OF WISCONSIN, INC.
a Wisconsin corporation

Dawn M. DeBaker

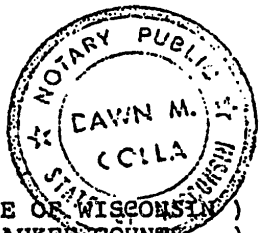
William Latman (SEAL)
President

Marilyn Bretz

Susan O'Neil (SEAL)
Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 15 day
of June, 1983, Henry W. Maier, Mayor of the City of
Milwaukee, to me known to be such officer and the person who
executed the foregoing lease indenture as such officer of the
City and acknowledged that he executed the same on behalf of said
City and by its authority.



Dawn M. Colla
Notary Public, State of Wisconsin
My Commission Expires 5-6-84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 1st day
of June, 1983, the above named Allen R. Calhoun, Jr
to me known to be the City Clerk of the City of
Milwaukee, who by its authority and on its behalf executed the
foregoing instrument and acknowledged the same.

Kathleen H Mallica
Notary Public, State of Wisconsin
My Commission Expires 2/26/84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 17 day
of June, 1983, the above named W. Martin Mies
to me known to be the Deputy Controller of the City of
Milwaukee, who by its authority and on its behalf executed the
foregoing instrument and acknowledged the same.

Patricia Harmon
Notary Public, State of Wisconsin
My Commission Expires 7-5-84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 2nd day
of June, 1983, the above named Harold M. Meyer
and Beverly G. Strick, to me known to be
the Vice President and Secretary,
respectively, of the Board of Harbor Commissioners of the City of
Milwaukee, who by its authority and on its behalf executed the
foregoing instrument and acknowledged the same.

Ellen L. Ronkewski
Notary Public, State of Wisconsin
My Commission Expires 7/28/85



STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 26th day
of APRIL, 1983, the above named WILLIAM KATZMAN
and RICHARD ANCELET, to me known to be
the PRESIDENT and ASSISTANT SECRETARY,
respectively, of Waste Management of Wisconsin, Inc., who by its
authority and on its behalf executed the foregoing instrument and
acknowledged the same.

Mona K. Hardy
Notary Public, State of Wisconsin
My Commission Expires 9-16-84

Approved as to Form and Execution
this 21st day of June, 1983.

Therese J. MacCallister
Assistant City Attorney

Drafted by the Office of the City Attorney

EXHIBIT B

The following described real estate situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lots 1, 2, and 3, in Block 170, in Subdivision of Lots 1 and 2, of Section 33, Township 7 North, Range 22 East, also including, all that part of the accretions to and Easterly of the aforesaid Lots, which lies Westerly of a straight line running Southerly from a point which is 331.3 feet Easterly from the East line of N. Jackson Street, measured along the center line of E. Polk Street extended Easterly, to a point in the extended South line of Lot 3, Block 174 in said Subdivision, which is 271 feet Easterly from the Easterly line of E. Erie Street, vacated, and also including a piece of land adjoining on the East described as follows, to-wit: Commencing at a point on the intersection of the center line of E. Polk Street and the Easterly line of N. Jackson Street; thence N. 85° 16' 47" E. 331.3 feet along the center line of E. Polk Street to a point, said point being on the Easterly property line of the Chicago and Northwestern Railway Company; thence S. 9° 40' 29" E. 40.15 feet to the point of beginning; thence N. 85° 16' 47" E. 35.84 feet to a point; thence S. 4° 47' 55" E. 180 feet to a point; thence S. 85° 16' 47" W. 20.48 feet to a point; thence N. 9° 40' 29" W. 180.68 feet to the point of beginning.

Said premises are located in the North West 1/4 of Section 33, Township 7 North, Range 22 East.

and

The following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lots numbered Four (4), Five (5), Six (6) and Seven (7), in Block numbered One Hundred Seventy (170), in Subdivision of Lots numbered One (1) and Two (2) of Section numbered Thirty-three (33), in Township numbered Seven (7) North, Range numbered Twenty-two (22) East; also including all that part of the accretions to and Easterly of the aforesaid lots, which lies Westerly of a straight line running Southerly from a point which is 331.3 feet Easterly from the East line of North Jackson Street, measured along the center line of East Polk Street extended Easterly to a point in the extended South line of Lot 3, Block 174 in said subdivision, which is 271 feet Easterly from the Easterly line of E. Erie Street vacated and also including a triangular piece of land adjoining on the East described as follows, to-wit: Commencing at a point on the intersection of the center line of East Polk Street and the Easterly line of North Jackson Street; thence North 85° 16' 47" East 331.30 feet along the center line of East Polk Street to a point, said point being on the Easterly property line of the Chicago and Northwestern Railway Company; thence South 9° 40' 29" East 220.83 feet to the

point of beginning; thence North 85° 16' 47" East 20.48 feet to a point; thence South 4° 47' 55" East 240 feet to a point; thence North 9° 40' 29" West 240.90 feet to the point of the beginning.

Said premises are located in the North West 1/4 of Section 33, Township 7 North, Range 22 East.

N

N. JACKSON ST.

N. MARSHALL ST.

EAST POLK STREET

POLK STREET

EAST POLK STREET (EXTENDED)

N. HARBOR DR.

110 MARSHALL ST

630 POLK ST

WASTE MANAGEMENT OF WISCONSIN INC.

2.878 ACRES

S 85°-16'-47" W, 317.24'

N 4°-47'-53" W, 412.00'

S 4°-47'-53" E, 369.76'

N 85°-16'-47" E, 63.60'

S 85°-16'-47" E, 287.18'

S 4°-47'-53" E, 8.00'

N 85°-16'-47" E, 35.84'

S 9°-40'-39" E, 40.15'

1-794 FREEWAY (Overhead)

BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

WASTE MANAGEMENT
OF WISCONSIN, INC. LEASE

DRAWN BY: R.A.Y.

CHECKED BY: D.H.H.

DATE: 10-14-82

SCALE: 1" = 100'

DRAWING NO.: 83-5-18

APPROVED:

CORRECT:

Carl R. Anderson

HARBOR ENGINEER

[Signature]

MUNICIPAL PORT DIRECTOR

LEASE AGREEMENT

THIS INDENTURE, Made and entered into this 17th day of October, 1982, by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, by and through its BOARD OF HARBOR COMMISSIONERS, as authorized by law (hereinafter referred to as "CITY"), and WASTE MANAGEMENT OF WISCONSIN, INC., a Wisconsin corporation (hereinafter referred to as "TENANT").

WITNESSETH:

The said CITY does hereby lease to TENANT for its exclusive use the following described premises situated in the City and County of Milwaukee, State of Wisconsin:

Commencing at a point on the intersection of the center line of East Polk Street and the easterly line of North Jackson Street; thence North 85°16'47" East 331.30 feet along the center line of East Polk Street to a point, said point being on the former easterly property line of the Chicago and North Western Railway Company; thence South 9°40'29" East 40.15 feet to a point; thence North 85°16'47" East 35.84 feet to the point of beginning; thence North 85°16'47" East 317.24 feet to a point; thence South 4°47'55" East 420.00 feet to a point; thence South 85°16'47" West 317.24 feet to a point; thence North 4°47'55" West 420.00 feet to the point of beginning, being a parcel of land comprising a portion of the North Harbor Tract, City of Milwaukee, County of Milwaukee and containing 3.059 acres more or less.

This indenture is made and entered into by the parties under the following terms and conditions:

1. The term of this lease shall be for a period of five (5) years commencing on July 1, 1981, and terminating on June 30, 1986.
2. TENANT shall pay the CITY for the use and occupancy of the demised premises the sum of Eighty-Four Thousand One Hundred Twenty-Two and 50/100ths Dollars (\$84,122.50) during

the term of the lease (\$5,500.00 per acre per year). The rental shall be payable in equal monthly installments of One Thousand Four Hundred Two and 05/100ths Dollars (\$1,402.05) in advance on or before the first day of each and every month during the effective term of this lease.

3. TENANT shall have the option of renewing and extending this lease for a five (5) year period commencing on July 1, 1986, and terminating on June 30, 1991. TENANT shall exercise this option by providing CITY with notice of its intent to renew the lease at least ninety (90) days prior to June 30, 1986. TENANT's right to the 5-year option shall be conditioned upon TENANT and CITY agreeing to the rent for the leased premises during the 5-year option period. CITY agrees to meet with TENANT and to negotiate the rental rate for the option period. In the event the parties are unable to agree upon a rental rate the CITY shall, no later than thirty (30) days prior to July 1, 1986, submit in writing to TENANT a proposed rental rate for the option period. The proposed rental rate shall be based upon rental rates negotiated for similar property under the jurisdiction of the Board of Harbor Commissioners within six (6) months prior to July 1, 1986, and upon the rental formula approved by the Board of Harbor Commissioners and used by the real estate section of the Department of City Development to negotiate rental for property under the jurisdiction of the Board of Harbor Commissioners. TENANT shall have fourteen (14) days after notification of the proposed rental for the option period in which to notify the CITY of its acceptance or rejection of the proposed rental. If the proposed rental is rejected, or if no communication is received from TENANT within that period of time, the option set forth in this paragraph shall be void and the lease shall terminate on June 30, 1986.

4. In addition to its agreement under this lease TENANT has agreed to make the leased premises and other premises owned by TENANT available for use by Milwaukee World

Festival, Inc., subject to certain terms and conditions. The commitment of TENANT insofar as it relates to Milwaukee World Festival, Inc., is set forth in a letter dated September 29, 1981, from TENANT to Milwaukee World Festival, Inc., a copy of which is attached hereto and marked Exhibit "A". IT IS UNDERSTOOD AND AGREED between the parties that if at any time during the term of this agreement TENANT fails to fully implement terms and conditions and to meet its obligation set forth in Exhibit "A", CITY has the right to terminate this agreement.

5. The leased premises during the term of this lease shall be used for the purpose of parking and storage of trucks and other equipment owned by TENANT and for no other purpose or purposes without the written consent of the Board. TENANT shall not use the premises for any purpose in violation of any federal, state or municipal statute or ordinance or any other regulation, order or directive of a governmental agency concerning the use and safety of the leased premises.

6. No fences, structures, installations or other improvements shall be either made or erected on the leased premises until the plans therefor have been submitted to the Board of Harbor Commissioners for its approval. The Board shall have the right to reject any proposed improvement on the leased premises.

7. Any improvements which may be made by TENANT shall become the property of the CITY upon the termination of this lease agreement unless otherwise agreed to in writing. The CITY may at its option require TENANT to remove such improvements, the cost of which shall be borne by the TENANT.

8. Any charge or tax which may properly be levied against TENANT directly shall be paid by TENANT. TENANT, in addition to rental and all other charges herein agreed to be paid shall also pay all taxes or assessments which may be levied while this lease is in effect and are imposed against the improvements erected by it or with respect to any personal property placed upon said leased premises by TENANT.

9. The TENANT shall maintain the premises in clean and orderly condition. CITY retains the right to have any of its officers, agents or employes inspect the said premises at all reasonable times, and TENANT shall be required to grant full access to the property at any and all reasonable times for purposes of inspection by authorized officers, agents or employes of the CITY.

10. TENANT agrees to comply with all laws and valid rules and regulations of local, state and municipal authorities pertaining to health and the conduct of TENANT's business on the demised premises and TENANT shall be required to maintain, for fire protection purposes as a minimum, such equipment as is essential and necessary to meet the requirements of the Building Inspector of the City of Milwaukee and/or the City authority having jurisdiction over fire protection equipment.

11. TENANT shall not sell or assign this lease or sublet the leased premises or any part thereof. Any unauthorized assignment or sublease shall be void and shall terminate this lease at CITY's option.

12. TENANT hereby agrees to indemnify and save harmless CITY from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injuries to or death of any person or persons, or for loss or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employes, caused by the negligence of TENANT, its agents, contractors and/or employes, in construction, maintenance or operation of TENANT's improvements and equipment or in the carrying on of its business or in the doing of any act whatever on or about the demised premises.

13. In case any action in court is brought against the CITY or any of its officers, employes or agents for the

failure, omission or neglect of TENANT to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by the alleged failure, omission or neglect of the TENANT or its agents, employes, contractors or subcontractors, TENANT agrees that CITY shall tender the defense of any claim or action at law or in equity to TENANT or its insurer, and upon such tender it shall be the duty of TENANT or its insurer to defend such claim or action without cost or expense to CITY.

14. TENANT agrees to insure and keep insured, naming CITY as an additional assured, and the demised premises, and the operation thereon, with public liability (including automobile liability) insurance in an amount not less than \$500,000 combined single limit.

This insurance shall be written in comprehensive form and shall protect the TENANT and the CITY against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of TENANT or its agents, employes, contractors or subcontractors. The limits and adequacy of said insurance shall be determined by the Comptroller of the City of Milwaukee. Failure of the TENANT to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

TENANT agrees to cause a Certificate of Insurance to be furnished to CITY by an insurance company licensed in the State of Wisconsin and acceptable to the Comptroller of the City of Milwaukee. Such Certificate of Insurance shall require that the carrier notify the CITY not less than thirty (30) days in advance of any change, cancellation or nonrenewal of coverage. In the event that CITY concludes that because of a change of circumstances or the economic situation that the amount of insurance which TENANT must supply is inadequate, then CITY

may serve a notice, in writing, at least sixty (60) days prior to the time such insurance is to be changed, requesting TENANT to make a change in the amount of coverage to a greater sum and TENANT shall comply as a condition of this lease.

15. CITY shall supply TENANT with necessary water as required and TENANT shall pay CITY for all water used by it the usual and customary municipal rates therefor, plus twenty-five percent (25%) for accounting and overhead. TENANT shall pay sewer service charges. Any other utilities or services required by TENANT for its use of the leased premises shall be acquired and paid for by TENANT.

16. TENANT has inspected the leased premises and is satisfied that the leased premises are usable for the purposes herein stated without any further action to be taken by CITY.

17. IT IS FURTHER AGREED AND UNDERSTOOD that this lease shall terminate upon the commission by TENANT of any act of insolvency or bankruptcy without any notice to TENANT on the part of the CITY.

18. This lease is entered on the express condition that if TENANT shall default in the payment of rent or shall default in the performance of any terms or conditions of this lease, and such default shall continue for thirty (30) days after written notice thereof to TENANT, then and in either event CITY shall have the option to declare the lease term ended, and to recover possession of the leased premises, and to expel and remove TENANT, whether with or without process of law and to enjoy the possession as if this lease had not been executed.

19. Any and all notices required by this agreement shall be in writing and shall be determined served upon deposit with the United States Postal Service as certified mail,

return receipt requested, addressed to CITY at: Port of Milwaukee, 500 North Harbor Drive, Milwaukee, WI 53202, and addressed to TENANT at: Waste Management of Wisconsin, Inc., 3333 North Mayfair Road, Wauwatosa, WI 53222.

20. IT IS FURTHER AGREED AND UNDERSTOOD that this lease has been submitted to the Common Council of the City of Milwaukee and that the same has been approved by the Common Council and its execution authorized.

21. The terms "Board of Harbor Commissioners" and "CITY" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

22. This agreement constitutes the entire agreement between the parties and shall not be changed, modified, amended or otherwise altered, except by written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed the day and date first above written.

Signed in presence of:

CITY OF MILWAUKEE, a municipal corporation

Dawn M. Colla

Henry W. Maier (SEAL)
Mayor

Kathleen H. Mallica

Ed P. Callahan (SEAL)
City Clerk

Countersigned:

Patricia Jensen

D. Robin [Signature] (SEAL)
DEPUTY Comptroller

Signed in presence of:

BOARD OF HARBOR COMMISSIONERS
OF THE CITY OF MILWAUKEE

[Signature]
Patricia E. Rao

[Signature] (SEAL)
President
[Signature] (SEAL)
Secretary

WASTE MANAGEMENT OF WISCONSIN,
INC., a Wisconsin corporation

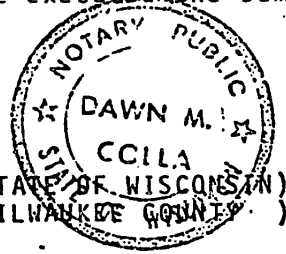
[Signature]
[Signature]

[Signature] (SEAL)
President
[Signature] (SEAL)
Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 25 day of Oct.,

1982, Henry W. Maier, Mayor of the City of Milwaukee, to me known to be such officer and the person who executed the foregoing lease indenture as such officer of the City and acknowledged that he executed the same on behalf of said City and by its authority.



Dawn M. Colla
Notary Public, State of Wisconsin
My Commission Expires 5-6-84

Personally came before me this 25th day of October,

1982, the above named A.R. Calhoun, Jr., to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Kathleen H. Mollica
Notary Public, State of Wisconsin
My Commission Expires 2/24/84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 26 day of October,
1982, the above named W. Preston Moses to me known to be the DEPUTY
Comptroller of the City of Milwaukee, who by its authority
and on its behalf executed the foregoing instrument and
acknowledged the same.

Patricia Johnson
Notary Public, State of Wisconsin

My Commission Expires 7-8-84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 20th day of October,
1982, the above named David J. Steimiger and Beverly J. Straker
to me known to be the President and Secretary
respectively, of the Board of Harbor Commissioners of the City of
Milwaukee, who by its authority and on its behalf executed the
foregoing instrument and acknowledged the same.

Marion E. Howland
Notary Public, State of Wisconsin

My Commission Expires 12-5-82

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 8th day of October,
1982, the above named William Katzman and Richard Ancelet,
to me known to be the President and Asst. Secretary,
respectively of Waste Management of Wisconsin, Inc., who by
its authority and on its behalf executed the foregoing instrument
and acknowledged the same.

Mavis K. Howley
Notary Public, State of Wisconsin

My Commission Expires 9-16-84

Approved as to form and execution
this 28th day of October, 1982.

Chas. F. Bungle
Assistant City Attorney -9-

RONALD E. PLEVA
ATTORNEY AT LAW

COURT COMMISSIONER

SUITE 414 CASWELL BUILDING
182 WEST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53203
TELEPHONE (414) 272-0032

September 29, 1981

Milwaukee World Festival, Inc.
200 North Harbor Drive
Milwaukee, WI 53202

Attention: Rod Lanser

Dear Mr. Lanser:

Waste Management of Wisconsin, Inc. is entering into a lease with the city of Milwaukee for a parcel of land measuring 3.059 acres which is contiguous to and directly east of two buildings owned by Waste Management located at the northeast corner of North Marshall St. and East Polk Street.

As a part and condition of this lease, Waste Management of Wisconsin, Inc. agrees to provide certain usage of the leased parcel to Milwaukee World Festival, Inc. as follows:


1. The lessee will provide a sufficiently large portion of the lease hold premises and access thereto to guarantee the parking of 50 motor vehicles during the twelve day period of Summerfest. At its option, the lessee will provide additional parking spaces as it may deem practical. This usage is conditioned upon Milwaukee World Festival, Inc. providing evidence of liability insurance in a sufficient amount to hold Waste Management harmless from any and all liabilities arising from use of the premises by Milwaukee World Festival, Inc. Evidence of the policy naming Waste Management of Wisconsin, Inc. as an additional insured shall be provided to Waste Management on an annual basis prior to such usage.
2. Milwaukee World Festival, Inc. shall provide personnel to supervise and direct parking and control admission at the gate. Waste Management may provide similar parking for other


Exhibit "A"

...ilw. Milwaukee World Festival, Inc.
 Septem. , 1981
 Page 2

festivals sanctioned by Milwaukee World Festival, Inc. but only if mutually agreed upon between Waste Management and Milwaukee World Festival and the personnel and insurance protecting against liability are provided by Milwaukee World Festival, Inc. in the same manner.

3. Waste Management of Wisconsin, Inc. will make available to Milwaukee World Festival Inc. for the period of the lease a designated area on the leasehold premises measuring at least 50 feet by 50 feet which may be utilized by World Festival, Inc. for the storage of vehicles and equipment as they see fit. At its option, Waste Management will provide additional storage space available as Waste Management may deem practical. This usage is also conditioned upon Milwaukee World Festival Inc. providing evidence of liability insurance of a sufficient amount which covers Waste Management as an additional insured for any and all liabilities arising from this usage of the premises.
4. The lessee, Waste Management of Wisconsin, Inc. shall provide to Milwaukee World Festival, Inc. inside storage for a designated motor vehicle owned or leased by World Festival, Inc. within one of the two buildings owned by Waste Management of Wisconsin, Inc. directly west and adjacent to the leasehold premises. For this purpose Waste Management will permit free access to the vehicle at all reasonable times and permit maintenance of the vehicle to be performed on the premises.


 William Katzman, President
 Waste Management of Wisconsin, Inc.


 Ronald E. Pleva, Attorney for
 Waste Management of Wisconsin, Inc.

Certified Copy of Resolution

FILE NUMBER 81-518

Resolution approving a lease with Waste Management of Wisconsin, Inc.

Resolved, By the Common Council of the City of Milwaukee, that said Common Council hereby ratifies and approves a lease agreement between the City, by and through its Board of Harbor Commissioners, and Waste Management of Wisconsin, Inc., covering a 3.059-acre parcel of land at the rear of 639 E. Polk Street on the North Harbor Tract in the City of Milwaukee for a five-year period beginning on 1 July 1981; and, be it

Further Resolved, That the designated officers of said Board, and of the City Government, are hereby authorized and directed to execute an agreement to carry out this purpose, as prepared by the City Attorney's office. *Adopted*

Office of the City Clerk
Milwaukee, Wis.

I hereby certify that the foregoing is a copy
of a resolution adopted by the Common Council
of the City of Milwaukee on

Oct. 6, 1981



City Clerk

FORM CC13

GFL:z
9/8/82

AMENDMENT TO LEASE AGREEMENT

THIS INDENTURE, Made and entered into this 26th day of October, 1982, by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, by and through its BOARD OF HARBOR COMMISSIONERS, as authorized by law (hereinafter referred to as "CITY"), and WASTE MANAGEMENT OF WISCONSIN, INC., a Wisconsin corporation (hereinafter referred to as "TENANT").

WITNESSETH:

WHEREAS, The Common Council of the City of Milwaukee on October 27, 1981, approved a Lease Agreement (hereinafter "LEASE") between CITY and TENANT for a parcel of land on the North Harbor Tract containing approximately 3.059 acres, which LEASE has not yet been executed by the parties; and

WHEREAS, The parties desire to amend said LEASE in certain respects; and

WHEREAS, The parties desire to reaffirm the LEASE previously approved by the Common Council on October 27, 1981 in all respects with the exception of the amendments hereinafter set forth; now, therefore,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The legal description contained in the LEASE is amended by deleting approximately 0.2 acres of land from the leased premises. That part which is deleted from the leased premises is marked in red on Exhibit A attached hereto. It is the intent of the parties to further amend this LEASE at such time as a metes and bounds description of the parcel deleted from the leased premises is available.

2. Paragraph 1. of the LEASE is amended to read as follows:

from TENANT within that period of time, the option set forth in this paragraph shall be void and the LEASE shall terminate on June 30, 1987.

"b. If the option set forth in 3(a) is exercised, TENANT shall have the right to terminate this LEASE on the last day in June in the years 1988, 1989, 1990 and 1991, by giving written notice to the CITY of its intent to terminate at least one year prior to the date of the proposed termination of the LEASE. Notice of termination shall contain the date for the termination of the LEASE.

"c. If the option set forth in 3(a) is exercised, CITY shall have the right to terminate this LEASE on the last day of June in the years 1987, 1988, 1989, 1990 and 1991, by giving written notice to TENANT of its intent to terminate at least one year prior to the date of the proposed termination of the LEASE. Notice of termination shall contain the date and shall set forth the reason for the proposed termination. The reason for the proposed termination by the CITY shall be limited to the following:

- "(1) The leased premises will be used for recreation or uses related to recreation (e.g., Summerfest); and
- "(2) The leased premises will be used for port-related purposes."

4. All terms and conditions of the LEASE are hereby modified to conform with these amendments and shall be in full force and effect upon execution of the LEASE and this Amendment by the parties.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed the day and date first above written.

Signed in presence of:

CITY OF MILWAUKEE, a municipal corporation

Dawn M. Colla

Henry W. Maier (SEAL)
Mayor

Kathleen H. Mallica

Carl Palko (SEAL)
City Clerk

Countersigned:

Cathleen J. Gannon

D. Martin Gannon (SEAL)
DEPUTY Comptroller

BOARD OF HARBOR COMMISSIONERS OF THE CITY OF MILWAUKEE

Lita Perkowski
Patricia E. Rao

[Signature] (SEAL)
President

[Signature] (SEAL)
Secretary

WASTE MANAGEMENT OF WISCONSIN, INC., a Wisconsin corporation

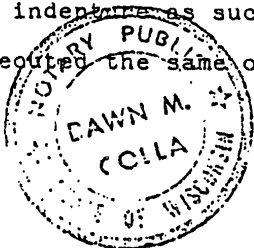
[Signature]
[Signature]

William R. Katzman (SEAL)
President
[Signature] (SEAL)
Asst. Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 25 day of Oct.

1982, Henry W. Maier, Mayor of the City of Milwaukee, to me known to be such officer and the person who executed the foregoing lease indenture as such officer of the City and acknowledged that he executed the same on behalf of said City and by its authority.



Dawn M. Colla
Notary Public, State of Wisconsin
My Commission Expires 5-6-84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 25th day of October,
1982, the above named A. R. Calhoun, Jr., to me known to be
the City Clerk of the City of Milwaukee, who by its
authority and on its behalf executed the foregoing instrument
and acknowledged the same.

Kathleen H. Mallica
Notary Public, State of Wisconsin
My Commission Expires 2/26/84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 26 day of October,
1982, the above named W. Martin Morris to me known to be the
DEPUTY Comptroller of the City of Milwaukee, who by its
authority and on its behalf executed the foregoing instrument
and acknowledged the same.

Patricia Johnson
Notary Public, State of Wisconsin
My Commission Expires 7-5-84

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 20th day of October,
1982, the above named Daniel J. Stummig and Beverly J. Striker,
to me known to be the President and Secretary,
respectively, of the Board of Harbor Commissioners of the City of
Milwaukee, who by its authority and on its behalf executed the
foregoing instrument and acknowledged the same.

Margaret E. Newberg
Notary Public - State of Wis.
My Commission Expires 12-5-82

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

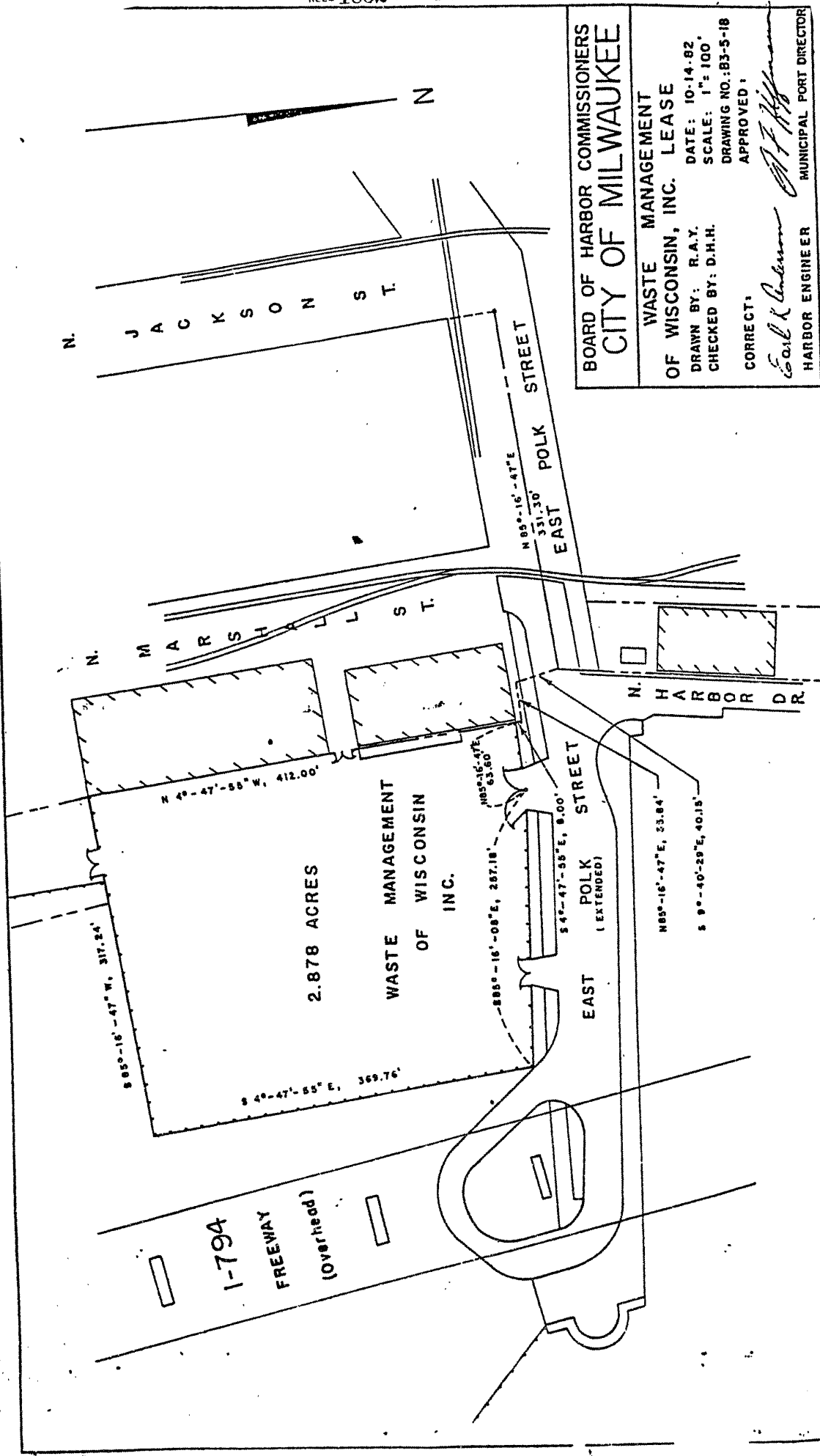
Personally came before me this 8th day of October,
1982, the above named William Katzman and Richard Ancelet,
to me known to be the President and Asst. Secretary,
respectively, of Waste Management of Wisconsin, Inc., who by its
authority and on its behalf executed the foregoing instrument
and acknowledged the same.

Maura K. Havelit
Notary Public, State of Wisconsin
My Commission Expires 9-16-84

Approved as to Form and
Execution this 28th day
of October, 1982.

Drafted by the Office of the City
Attorney

Mat F. Lough
Assistant City Attorney



BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

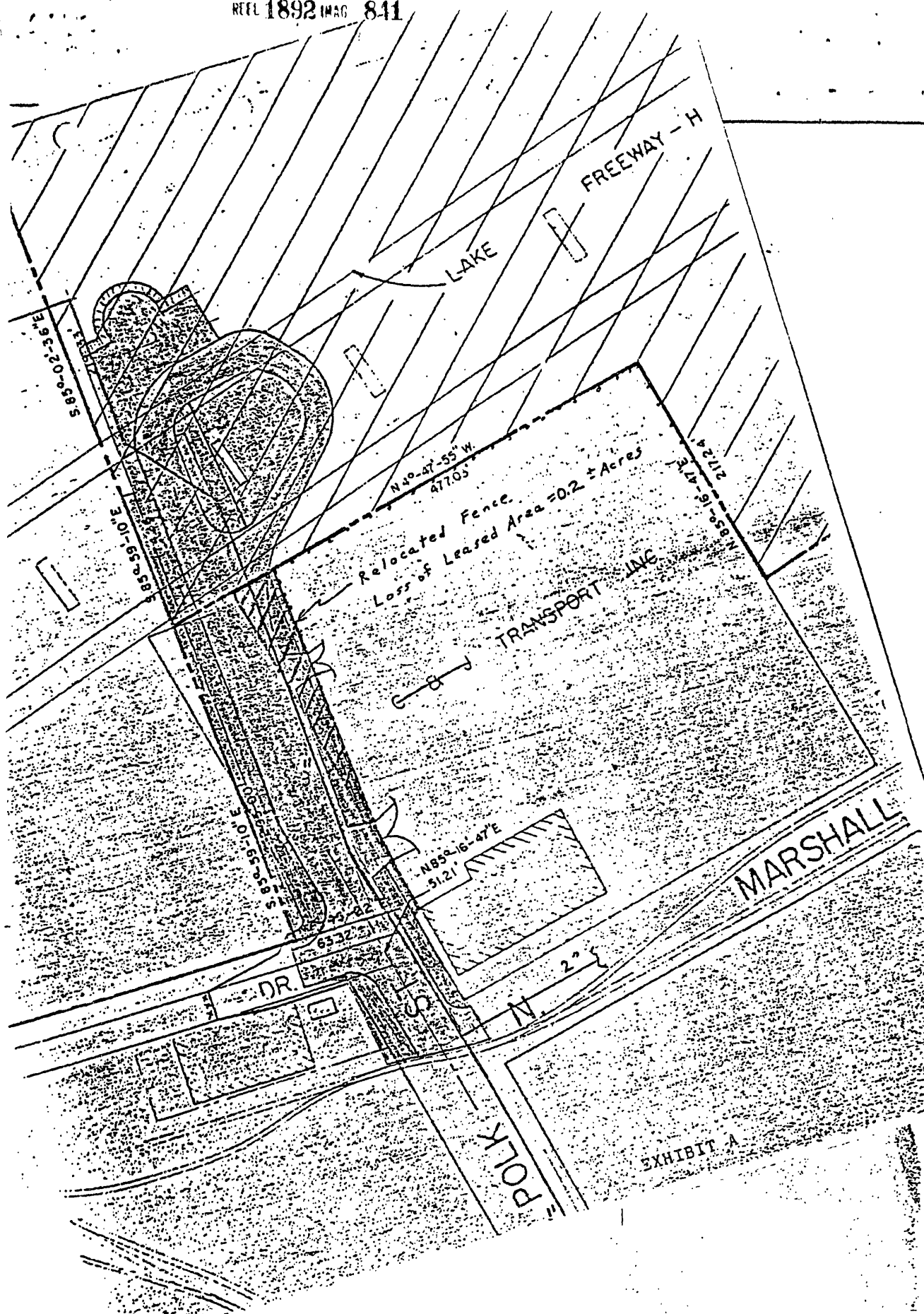
WASTE MANAGEMENT
OF WISCONSIN, INC. LEASE

DRAWN BY: R.A.Y. DATE: 10-14-82
CHECKED BY: D.H.H. SCALE: 1" = 100'
DRAWING NO.: 83-5-18

CORRECT: *[Signature]*
HARBOR ENGINEER

[Signature]
MUNICIPAL PORT DIRECTOR

REEL 1892 IMAG 841



REEL 1892 IMAG 8.12

Certified Copy of Resolution

FILE NUMBER 85-838

Resolution approving Assignment of Lease from Waste Management of Wisconsin, Inc. to Milwaukee World Festivals, Inc.

Resolved, By the Common Council of the City of Milwaukee, that said Common Council does ratify and approve the action of the Board of Harbor Commissioners in approving the Assignment of a Lease of 2.878 acres of land on the North Harbor Tract from Waste Management of Wisconsin, Inc. to Milwaukee World Festivals, Inc.; and, be it

Further Resolved, That the designated officers of the City Government and of said Board, are hereby authorized and directed to execute the document to carry out this agreement, as approved by the City Attorney's office. *Adopted*

Office of the City Clerk
Milwaukee, Wis.

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on

007 1 1985

Ben E. Johnson
City Clerk

FORM CC13

NORTH HARBOR TRACT1-N.) CITY CHARTER 1971
Chapter 20

- 20.04 Second description affects North Harbor Tract
- 20.045 Affects South Harbor Tract
- 20.06 Subsequently deeded by The United States to The City of Milwaukee by Deed 2625-127, SEE ENTRY 2-N
- 20.065 Affects North Harbor Tract

20.04 State submerged lands, strip ceded. (1) The right, title and interest of the state of Wisconsin in and to a strip of submerged land fifteen hundred feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, being on the eastern frontage of the city of Milwaukee, having for its westerly boundary the easterly face of the breakwater, constructed by the Chicago and Northwestern Railway Company; for its south boundary, the south line of Wisconsin street in said city extended easterly into Lake Michigan; and for its north boundary the extension of the east and west quarter section line running through Section Twenty-One, in town seven north, range twenty-two east, in the first ward of said city of Milwaukee, are hereby granted and ceded to the said city of Milwaukee, to be held and used by said city forever as a part of its system of public parks and boulevards, and to be managed, controlled and improved by the board of park commissioners as provided in Chapter 488, of the Laws of 1889, and Chapter 179 of the Laws of 1891, of Wisconsin; provided, that said land hereby ceded and granted shall not be leased or sold by said city of Milwaukee, nor used by it for any other purpose than a public park and boulevard; and provided further, that said city shall construct over any railroad track or tracks, intersected by any bridge or driveway, to said park on above described strip of land, good and sufficient viaducts or bridges at least twenty-two feet high in the clear above said track or tracks, and suffer or permit no grade crossings thereover; and

GROUP EXHIBIT "D"

also the right, title and interest of the state of Wisconsin in and to a strip of submerged land six hundred feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, being on the eastern frontage of the city of Milwaukee, having for its westerly boundary the easterly face of the breakwater, constructed by the Chicago and Northwestern Railway Company, and the shore line of said lake; for its north boundary, the south line of Wisconsin street of said city extended easterly into Lake Michigan; for its south boundary, the extended harbor entrance of said city of Milwaukee in the third ward of said city of Milwaukee, are hereby granted and ceded to said city of Milwaukee, to be held and used by said city forever for public purposes; provided, that said second strip of land, hereby ceded and granted, shall not be sold by said city of Milwaukee to any private party, nor used by it for any other than a public purpose or purposes, but such city may convey any portion of said second strip of land to the United States government for governmental use. (S. 1, Ch. 284, L. 1923.)

(2) RIPARIAN RIGHTS; DIVERSION FROM PUBLIC VESTS TITLE IN ABUTTING OWNERS; LIMITED USE OF LANDS WITH RIGHT OF WAY BY RAILROAD. Nothing in this act contained shall be construed to divest or otherwise affect the riparian rights and privileges of the several owners of the lots abutting on Lake Michigan, but all such riparian rights and privileges shall remain vested in such abutting or upland owners, subject only to the use of the land hereby granted to said city of Milwaukee for the purpose of its system of public parks and boulevards, and if any part of said land shall be diverted from use by said city for the sole purpose of a public park or boulevard, as hereinbefore provided in Section 1 (Ch. 200, L. 1897), and the right of said city therein so cease and determine, the title to said land shall be thereupon vested in and apportioned among such abutting or upland owners or their assigns, to the same extent as if such land were a natural accretion outward from the shore of said lake, and any land which may be between the right of way of the Chicago and Northwestern Railway Company as described in the several conveyances thereof to said company, and said easterly face of said railroad breakwater, shall not be used by said railway company for any purpose whatsoever, except that of a slope or embankment to protect the roadbed or tracks on said right of way. (S. 2, Ch. 200, L. 1897.)

(3) SUBMERGED LANDS, FILLING AND IMPROVING; EXPENDITURES THEREFOR. The board of park commissioners shall annually expend and use in the filling in and improving and maintaining of said strip of land hereby granted, extending from the north line of Section Fifteen (15), town seven (7) north, range twenty-two (22) east, in the eighteenth ward of said city of Milwaukee, to the south line of Wisconsin street extended in the third ward of said city, so as to make the same into a public park or boulevard, a sum not less than one-third of the amount authorized by law to be levied upon the taxable property of said city, set apart to be used

for filling in and improving and maintaining submerged lands placed under the management and control of park commissioners; and the balance of said tax said board shall annually expend and use in filling in and improving and maintaining any other strip or strips of submerged or partly submerged land granted or which may hereafter be granted to such city, so as to make the same into a public park or boulevard.

The Chicago and Northwestern Railway Company, its successors and assigns, shall, as fast as the aforesaid strip of land shall be made into a public park or boulevard, remove or cover the breakwater erected or maintained by it along said park or boulevard, sod and keep sodded the land and embankment lying between its easterly right-of-way as described in the several conveyances thereof, and said easterly face of said railway breakwater along said strip, and shall otherwise embellish and improve the same in accordance with plans therefor to be prepared and submitted by said board of park commissioners. (S. 1, Ch. 309, L. 1921.)

20.045 State lands ceded for filling and utilizing for harbor purposes and other. (1) All the right, title and interest of the state of Wisconsin in and to the lands on the easterly side of the city of Milwaukee, in Milwaukee county, Wisconsin, and extending into Lake Michigan and bounded on the west by the original shore line of Lake Michigan as the same existed at the time the state of Wisconsin acquired title to the submerged lands of Lake Michigan, on the north by the south pier of the harbor entrance, on the south by the north line of Russell Avenue extended easterly, and on the east by a line beginning at a point in the north line of Russell Avenue extended and distant two thousand fifty-two and fifty-five hundredths feet easterly from the east line of Beulah Avenue, thence running northerly to a point in the easterly face of the south pier of the harbor entrance and distant fifteen and four tenths feet easterly of United States monument number three hundred eight, whether any part or parcel thereof may be, at the time of the passage and publication of this act, dry or submerged under the waters of Lake Michigan, are hereby ceded, granted and confirmed to the city of Milwaukee, a municipal corporation, for the purpose of improving, filling and utilizing the same for harbor purposes and in aid of navigation, in any manner the said city may deem expedient, and particularly, but without by such specific enumeration limiting the aforesaid purposes, for the purpose of establishing and maintaining thereon breakwaters, bulkheads, piers, wharves, docks, slips, basins, warehouses, transfer sheds, structures, roads, highways, railroads, railway terminals, lake and rail facilities and spurs for shipping, airports and other harbor facilities, including the right to lease, either for exclusive or common use, such particular parcel or parcels of said lands as said city may deem expedient to any party or parties for any purpose or use requiring, involving or connected with the construction.

20.045 Miscellaneous Provisions

264

maintenance, operation or use of any of the aforesaid harbor or navigation facilities.

(2) That portion of said lands above described lying between Wilcox street extended and Russell avenue extended, being unnecessary for purposes of navigation or other public uses or to preserve to the people the enjoyment of the waters upon or adjacent thereto, and the use hereinafter authorized neither injuriously affecting nor resulting in any impairment of the interest of the public in said waters but being in the interest of the public and in aid and improvement of the public use of the waters and lands for purposes of navigation and other public uses, and for the protection of the public docks, wharves, and harbor facilities which may be constructed adjacent thereto, the said city of Milwaukee is hereby authorized and empowered to fill in and reclaim, or agree to fill in and reclaim or cause to be filled in and reclaimed, any or all of said lands, and to convey to the owner or owners of the shore land adjacent thereto any or all of said lands in fee simple, either before or after filling in and reclaiming the same, in exchange for and in settlement of damages, in whole or in part, for the taking of lands of said owner or owners on the main land between said harbor entrance and Wilcox street extended which said city may deem necessary and more advantageous for use by it for the purposes set forth in Subsection 1 hereof, and such owner or owners are authorized and empowered to fill in and reclaim any unfilled portions of said land and, in aid of commerce and navigation, to construct dock and wharf facilities on any of said land and to use any or all of said land for any proper purpose.

(S. 1, Ch. 285, L. 1923; S. 1, Ch. 361, L. 1931.)

20.05 Bonds for breakwaters. Whenever the electors of any city have heretofore voted in favor of the issuance of city bonds for the purpose of obtaining money with which to pay the entire cost of constructing breakwaters to protect the property and streets adjoining the waters where such proposed breakwaters is to be constructed, or for the purpose of making lands for public parks by the construction of such breakwater, or for both such purposes, and bonds heretofore issued by the city council for such purpose, have been sufficient to only partially construct such breakwaters the city council is authorized to issue bonds to complete the construction of such breakwaters and to let the contract for such purpose without creating a special assessment district and without causing to be made an assessment of benefits and damages. All bonds issued, or which may hereafter be issued, in accordance with this section, are hereby declared valid and legal notwithstanding any irregularities in the procedure preceding or subsequent to said vote.

(S. 1, Ch. 569, L. 1921.)

20.06 Lands ceded to United States; city to consent. (1) All the right, title and interest of the state of Wisconsin in the lands

hereinafter described is hereby granted and ceded to the United States of America; provided that this grant and cession shall not become operative until the consent of the City of Milwaukee, a municipal corporation, shall have been duly given by a resolution of its common council, and a copy of such resolution, duly certified by the city clerk of said city, shall have been filed with the secretary of state in his office at the city of Madison, state of Wisconsin.

(2) The lands to which this act refers are described as follows: Beginning at a point distant south eighty-nine degrees, thirty-two minutes, seventeen seconds east two thousand eight hundred sixty-eight and fifty-six hundredths feet; north zero degrees, twenty-seven minutes, forty-three seconds east six hundred fifty-one and nine hundredths feet; north eighty-seven degrees, sixteen minutes, thirty-nine seconds east four hundred sixty-five and two hundredths feet, from the northwest corner of the south one-half fractional section thirty-three township seven north, range twenty-two east; being a point on the north pier of the harbor entrance in the extension of a line passing through United States government monuments numbers 305 and 307 on said north pier and distant four hundred sixty-five and two hundredths feet easterly from United States government monument number 307; running thence north zero degrees, forty-five minutes, one second west one thousand one hundred sixty-five and twenty-four hundredths feet to a point; thence south eighty-seven degrees, sixteen minutes, thirty-nine seconds west seven hundred fourteen and thirteen hundredths feet along a line parallel to the north pier of the harbor entrance, as determined by a line passing through United States government monuments numbers 305 and 307, to a point on the rubble-mound breakwater; thence south zero degrees, forty-five minutes, one second east one thousand one hundred sixty-five and twenty-four hundredths feet to a point on the north pier of the harbor entrance, being a point in the line passing through the United States government monuments numbers 305 and 307 and distant two hundred forty-nine and eleven hundredths feet westerly from United States government monument number 307; thence north eighty-seven degrees; sixteen minutes, thirty-nine seconds east seven hundred fourteen and thirteen hundredths feet along the line passing through United States government monuments numbers 305 and 307 to the point of beginning, excepting that portion of the north pier of the harbor entrance lying within the area herein described, being a parcel of land, mainly submerged, in the north one-half fractional Section Thirty-Three, township seven north, range twenty-two east in the third ward of the city of Milwaukee, and containing nineteen acres.

(S. 1, Ch. 150, L. 1929; S. 15, Ch. 516, L. 1929.)

20.065 State lands ceded for purpose of utilizing in aid of navigation and other. (1) All the right, title and interest of the state of Wisconsin in the lands hereinafter described, whether any

20.065 Miscellaneous Provisions

266

part or parcel thereof may be, at the time of the passage and publication of this act, dry or submerged under the waters of Lake Michigan are hereby ceded, granted and confirmed to the City of Milwaukee, a municipal corporation, for the purpose of improving, filling, and utilizing the same in aid of navigation and the fisheries, in any manner the said city may deem expedient, and particularly for the purpose of establishing and maintaining thereon breakwaters, bulkheads, piers, wharves, warehouses, transfer sheds, railway tracks, airports, and other harbor facilities, together with such other uses not inconsistent with the improvement of navigation and fisheries in Lake Michigan, and the navigable waters tributary thereto, as said city may deem expedient.

(2) The lands to which this act is intended to refer, and does refer, are described as follows: Beginning at a point in the south line of East Wisconsin Avenue extended easterly, distant four hundred seventy-two and ninety-eight hundredths feet from the easterly line of Marshall street; running thence south sixteen degrees, twenty-seven minutes, fifty-two seconds west two thousand two hundred forty-seven and four hundredths feet to a point in the northerly line of Chicago street extended easterly, distant six hundred sixty-one and fifty hundredths feet from the easterly line of Jackson street, thence south seven degrees, forty-five minutes, twenty-two seconds west one thousand five hundred sixteen and sixty-seven hundredths feet to a point in the center line of Polk street extended easterly distant three hundred thirty-one and thirty hundredths feet from the easterly line of Jackson street; thence south nine degrees, forty minutes, twenty-nine seconds east one thousand two hundred thirteen and thirty-seven hundredths feet to a point on the North Harbor pier in the line of the United States government monuments numbers 305 and 307 extended westerly distant sixty-nine and thirty-two hundredths feet westerly from United States government monument number 305; thence north eighty-seven degrees, sixteen minutes, thirty-nine seconds east six hundred and seventeen hundredths feet along said line of United States government monuments numbers 305 and 307 to a point; thence north zero degrees, forty-five minutes, one second west one thousand one hundred sixty-five and twenty-four hundredths feet to a point; thence north eighty-seven degrees, sixteen minutes, thirty-nine seconds east seven hundred fourteen and thirteen hundredths feet to a point in the United States government pierhead line, as approved by the United States government October 20, 1919; thence north eight degrees, forty-one minutes, thirty-seven seconds east three thousand seven hundred sixty and five hundredths feet to a point in the southerly line of east Wisconsin Avenue extended easterly, distant one thousand seven hundred four and fifty-seven hundredths feet from the easterly line of Marshall street; then south eighty-five degrees, forty-six minutes, fifty-three seconds west one thousand two hundred thirty-one and fifty-nine hundredths feet along the southerly line of Wisconsin Avenue to the point of commencement, being land

20.065 Miscellaneous Provisions

mainly submerged, in fractional sections twenty-eight and thirty-three, township seven north, range twenty-two east, in the third ward of the city of Milwaukee, and containing one hundred thirty-seven acres ~~more~~ or less.

(S. 1, Ch. 151, L. 1929; S. 15, Ch. 516, L. 1929.)

1-E(a) The State of Wisconsin CEDED to the City of Milwaukee an additional 113.395 acres more or less of submerged land for the North Harbor Tract by Chapter 76 Laws of 1973.

2-K.) Deed
2625-127
d. 12-29-1948
r. 6-10-1949
#2866763

WHEREAS, by Section 2 of the Act of Congress approved 20 June 1938 (52 Stat. 804; 33 U.S.C. 558b), as extended by Section 3 of an Act of Congress approved 11 August 1939 (53 Stat. 1414; 33 U.S.C. 558 b-1), the Secretary of War (now Secretary of the Army) is authorized to exchange land or other property of the Government for private lands or property required for the improvement of canals, rivers and harbors and flood control works; and

WHEREAS, the land hereinafter described was granted and ceded to the United States of America by Acts of the Wisconsin State Legislature, published as Chapter 150 and Chapter 516, Section 15, Laws of 1929, approved 5 June 1929 and 17 September 1929, respectively and by the required Consent Resolution No. 44218 of the Common Council of the City of Milwaukee, Wisconsin, adopted 3 November 1930. This land was ceded without cost to the United States, in accordance with part of the local cooperation requirement of House Document No. 804, 66th Congress, Second Session, and said land is no longer needed for the purpose for which it was acquired; now, therefore,

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, the Grantor, acting through and by William H. Draper, Jr., Acting Secretary of the Army, Department of the Army, under and by virtue of the authority conferred by said Acts of Congress, and in consideration of the conveyance to the United States of America and its assigns by the City of Milwaukee, Wisconsin, of a parcel of land consisting of 2.25 acres on the westerly bank of the Kinnickinnic River, said land being more particularly described in the Resolution of the Milwaukee Common Council, File No. 30093-b, the receipt of which is hereby acknowledged, does hereby remise, release and forever quit-claim to the City of Milwaukee, Wisconsin, its successors and assigns, hereinafter referred to as the Grantee, all right, title and interest of the United States of America in and to the following described land situated in the County of Milwaukee, and State of Wisconsin, to-wit:

Beginning at a point distant south eighty-nine degrees, thirty-two minutes, seventeen seconds east two thousand eight hundred sixty-eight and fifty-six

hundredths feet; north zero degrees, twenty-seven minutes, forty-three seconds east six hundred fifty-one and nine hundredths feet; north eighty-seven degrees, sixteen minutes, thirty-nine seconds east four hundred sixty-five and two hundredths feet, from the north-west corner of the south one-half fractional Section thirty-three, Township seven north, Range twenty-two east; being a point on the north pier of the harbor entrance in the extension of a line passing through United States Government monuments numbers 305 and 307 on said north pier and distant four hundred sixty-five and two hundredths feet easterly from United States Government monument number 307; running thence north zero degrees, forty-five minutes, one second west one thousand one hundred sixty-five and twenty-four hundredths feet to a point; thence south eighty-seven degrees, sixteen minutes, thirty-nine seconds west seven hundred fourteen and thirteen hundredths feet along a line parallel to the north pier of the harbor entrance, as determined by a line passing through United States Government monuments numbers 305 and 307, to a point on the rubble-mound breakwater; thence south zero degrees, forty-five minutes, one second east one thousand one hundred sixty-five and twenty-four hundredths feet to a point on the north pier of the harbor entrance, being a point in the line passing through the United States Government monuments numbers 305 and 307, and distant two hundred forty-nine and eleven hundredths feet westerly from United States Government monument number 307; thence north eighty-seven degrees, sixteen minutes, thirty-nine seconds east seven hundred fourteen and thirteen hundredths feet along the line passing through United States Government monuments numbers 305 and 307 to the point of beginning, excepting that portion of the north pier of the harbor entrance lying within the area herein described, being a parcel of land, mainly submerged, in the north one-half fractional Section thirty-three, Township seven north, Range twenty-two east in the 3rd Ward of the City of Milwaukee, and containing nineteen and one-tenth acres, more or less.

ALSO EXCEPTING THEREFROM, the following described land, together with the improvements and facilities thereon, to-wit:

Beginning at United States Government monument No. 307 on the north pier; thence along the extension of a line passing through United States Government monuments Nos. 305 and 307 on said north pier twelve and no-hundredths feet easterly; thence north two degrees forty-three minutes, twenty-one seconds west one hundred fifteen and no hundredths feet; thence south eighty-seven degrees, sixteen minutes, thirty-nine seconds west one hundred ten and no hundredths feet; thence south two degrees, forty-three minutes, twenty-one seconds east one hundred and fifteen and no hundredths feet to a point on the line joining monuments Nos. 305 and 307; thence north eighty-seven degrees sixteen minutes and thirty-nine seconds east along said line between monuments, ninety-eight and no hundredths feet, to the point of beginning, containing about twenty-nine hundredths of an acre.

AND RESERVING unto the grantor and its assigns a perpetual right-of-way for ingress and egress to and from said above-excepted parcel of twenty-nine hundredths of an acre over and across the land conveyed hereby, said right-of-way being more particularly described as follows:

Beginning at a point on the line between Government monuments Nos. 305 and 307 and ninety-eight and no hundredths feet westerly from said monument 307; thence north two degrees, forty-three minutes and twenty-one seconds west, thirty-two and seventy hundredths feet; thence south eighty-seven degrees,

sixteen minutes, thirty-nine seconds west one hundred fifty and two hundredths feet; thence south zero degrees, forty-five minutes and one second east thirty-two and seventy-two hundredths feet along the westerly line of the submerged area above described to a point on the line between said monuments Nos. 305 and 307; thence one hundred fifty-one and eleven hundredths feet to the point of beginning, containing about eleven hundredths acre.

AND PROVIDED THAT all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD, the right, title, interest and estate of the United States of America, with all the privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever, subject, however, to the exceptions and reservations herein contained.

Abstractor's Note: The above Deed is in RE: Submerged lands North of Harbor entrance File No. 80093 B (April 11, 1949)

3-N.) Quit Claim Deed
3609-408
d. 6-27-56
r. 8-14-56
#3516208

United States of America, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Public Law 416, 84th Congress, (70 Stat. 26)

to
City of Milwaukee, a municipal subdivision
of the State of Wisconsin

WITNESSETH: That the said Party of the First Part has given, granted, bargained, sold, remised, released and quit claimed, and by these presents does give, grant, bargain, sell, remise, release and quit claim unto the said Party of the Second Part and to its successors and assigns forever, the following described property situate, lying and being in the County of Milwaukee, State of Wisconsin, to-wit:

Beginning at United States Government monument number 307 on the north pier of the harbor entrance; running thence easterly along the extension of a line passing through United States Government monuments 305 and 307 on said north pier 12.00 feet to a point; thence north 2 degrees 43 minutes 21 seconds west 115.00 feet to a point; thence south 87 degrees 16 minutes 39 seconds west 110.00 feet to a point; thence south 2 degrees 43 minutes 21 seconds east 115.00 feet to a point on the line passing through the United States Government monuments numbers 305 and 307; thence north 67 degrees 16 minutes 39 seconds east along said line between monuments 98.00 feet, to the point of beginning, being a parcel of land in the north half fractional section 33, township 7 north, range 22 east, in the third ward of the City of Milwaukee, and containing about 0.29 of an acre; and

Beginning at a point on the line passing through the United States Government monuments numbers 305 and 307 and distant 98.00 feet westerly from the United States Government monument numbered 307; thence north 2 degrees 43 minutes 21 seconds west 32.70 feet to a point; thence south 87 degrees 16 minutes 39 seconds west 150.02 feet to a point; thence south 00 degrees 45 minutes 1 second east 32.72 feet to a point on the line passing through the United States Government monuments numbers 305 and 307; thence easterly along said line 151.11 feet to the point of beginning, being a parcel of land in the north half fractional section 33, township 7 north, range 22 east, in the third ward of the City of Milwaukee, and containing about 0.11 of an acre.

PROVIDED, That the City of Milwaukee remove and dispose of the buildings located on the said parcel of land without cost to the United States Government.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular, the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, possession, interest and claim whatsoever of the said Party of the First Part, either in law or in equity, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns forever.

4-N.)

AGREEMENT
662-326
D. 4-10-1913
R. 4-23-1913
#762955

Chicago & North Western Railway
Company

to

City of Milwaukee
and to
Board of Park Commissioners of the
City of Milwaukee

Witnesseth, that

Whereas, the State of Wisconsin has granted to the City of Milwaukee a certain strip of submerged land, 600 feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, bounded on the south by the extended harbor entrance to the said City of Milwaukee, and on the north by the extension of the East and West Section line running through Section 21-7-22 for park and boulevard purposes, and

Whereas, the said City of Milwaukee desires to fill in and improve said strip of land; and

Whereas, Chicago and North Western Railway Company is a public railroad corporation, organized and existing under and by virtue of the laws of the State of Wisconsin and has an interest in certain lands hereinafter mentioned; and

Whereas, said City of Milwaukee desires to acquire from said Chicago & North Western Railway Company, its interest in the land hereinafter conveyed; and

Whereas, the parties hereto desire to fix and establish a division line indicating the right of public use for park and boulevard purposes on the East, and for public use by the Chicago and North Western Railway Company on the West

Now therefore, it is hereby agreed by and between the parties hereto, that said division line so fixed and established hereby is described as follows;

Commencing at a point on the South line of Block 232 of the Continuation of A. L. Kane's Subdivision in the 1st and 18th Wards of the City of Milwaukee extended Easterly, and distant 461.17 feet Easterly of the Easterly line of Prospect Avenue; running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; thence North 30° 16' East 194.78 feet to a point; thence North 27° 11' East 114.60 feet to a point; thence North 15° 42' East 333.10 feet to a point in the Southerly line of Lafayette Place, which is 23.4 feet West of the Northwest corner of Lot 12 of Block 9 of Glidden & Lockwood's Addition in the 18th Ward.

Also commencing at a point on the extended Southwesterly line of Block 232 of Continuation of A. L. Kane's Subdivision aforesaid, 461.17 feet South-easterly at right angles from the Southeasterly line of Prospect Avenue; running thence Southwesterly in a straight line 668.84 feet to a point

383.4 feet Southeasterly at right angles from the Southeasterly line of Prospect Avenue; thence Southwesterly in a straight line to a point in the extended Southwesterly line of Lot 8 in Block 199 of Rogers Addition in the 1st and 18th Wards 402.45 feet Southeasterly of the Southeasterly line of Prospect Avenue measured along said lot line; thence Southwesterly in a straight line to a point in the extended center line of Juncau Avenue, 537.18 feet Easterly measured along said center line of Juncau Avenue from its intersection with the Southeasterly line of Prospect Avenue extended Southerly; thence Southwesterly in a straight line to a point in the extended center line of Middle Street 558.53 feet Easterly measured along said center line of Middle Street from the intersection of said center line of Middle Street with the East line of Astor Street extended South; thence Southwesterly in a straight line to a point in the extended North line of Mason Street 535.2 feet Easterly measured along said North line of Mason Street from the East line of Marshall Street; running thence Southerly in a straight line to a point 492 feet Easterly from the East line of Marshall Street measured along the center line of Wisconsin Street extended Easterly; thence Southerly in a straight line to a point in the Easterly line of break-water on the shore of Lake Michigan, 661.5 feet Easterly from the East line of Jackson Street measured along the North line of Chicago Street extended Easterly; running thence Southerly in a straight line to a point 331.5 feet Easterly from the East line of Jackson Street, measured along the center line of Polk Street extended Easterly, thence Southerly on a straight line to a point in the extended South line of Lot 3 Block 174 in the 3rd Ward 271 feet Easterly from the Easterly line of Erie Street vacated; and

In Consideration of \$1.00 to it in hand paid, and of other good and Valuable considerations, receipt of which is hereby acknowledged, said Chicago and Northwestern Railway Company hereby quitclaims to said City of Milwaukee, all right, title and interest which it has in and to all lands lying Easterly of said fixed and established line and abutting thereon.

For the consideration aforesaid, the City of Milwaukee and its Board of Park Commissioners hereby agree that said Railway Company may locate, construct, maintain and operate across the park or public grounds formerly known as 7th Ward Park one additional railway track, to be located to the East of and immediately adjacent to the three tracks now laid across said park, to be used exclusively for the running of trains and not for making up trains, storing or keeping rolling stock or any other purpose of a railroad yard or depot grounds, or any other purpose whatever than that of its business of carrying passengers and freight to and from the said city. The Railway Company may also construct, maintain and operate such additional railway tracks West of the line above described east of its west property line and North and South of said park property as it may consider necessary or desirable.

The execution of this agreement is authorized by Resolution of the Board of Park Commissioners, by Resolution of the Common Council of the City of Milwaukee and by Resolution of the Board of Directors of Chicago and North Western Railway Company.

All other agreements made between the City and Chicago and North Western Railway Company are in full force and effect except where they expressly contradict the provisions herein contained.

Resolution adopted by the Board of Directors of the Chicago and Northwestern Railway Company

April 9, 1913

Whereas, the Legislature of the State of Wisconsin has granted to the City of Milwaukee a portion of the bed of Lake Michigan Easterly of and abutting property of this company in Milwaukee, Wisconsin; and

Whereas, said City of Milwaukee in the execution of the purpose of said grant is about to fill in such portion of the bed of Lake Michigan for park and boulevard purposes, and

Whereas, such fill will extend the present shore of Lake Michigan Easterly and thereby cut off such riparian rights as this Company has appurtenant to its shore property; and

Whereas said City of Milwaukee desires to acquire from this Company by purchase or condemnation, the right to so fill in the bed of said Lake adjoining the property of this Company; and

Whereas, this Company owns by right of accretion a parcel of land abutting upon Lake Michigan which adjoins Park property upon the North and South owned by the City of Milwaukee and used as a public park, which parcel of land so owned by this Company is now occupied by the City for Park purposes (which parcel of land is shown on the maps submitted herewith) and

Whereas said City of Milwaukee desires to acquire the legal title to said parcel of land owned by this Company; and

Whereas, it is desirable to come to an agreement with said City of Milwaukee with respect to these matters and thereby acquire certain privileges in said City of Milwaukee which will advantage this Company; and

Whereas, an agreement relating thereto has been tentatively submitted by the officers of this Company to said City of Milwaukee and agreed to by the Common Council of said City by proper vote on the 25th day of March, 1913, a copy of which agreement is now submitted to this Board;

Therefore Resolved, that said agreement be, and the same is hereby adopted and approved and that the President and Secretary of this Company be and they are hereby directed to execute and deliver this agreement on the part of this Company when the same shall be properly executed and delivered by said City of Milwaukee

Whereas, the City of Milwaukee by its duly authorized officers has, pursuant to a resolution adopted by the Common Council on the 31st day of March, 1913, entered into an agreement with the Chicago & North Western Railway Company dated April 10th, 1913, wherein said Chicago & North Western Railway Company quit claims to said City of Milwaukee all right, title and interest which it has in and to all certain lands which are particularly described in said agreement; and

Whereas, In and by said agreement it is provided that the Board of Park Commissioners shall by resolution authorize the execution of said agreement on its behalf and

Whereas the Common Council of the City of Milwaukee has deemed it for the welfare and interest of the City to make and enter into said agreement

Now Therefore Be It Resolved, By the Board of Park Commissioners of the City of Milwaukee that it shall execute an agreement on behalf of said Board.

NOTE: The Chicago & Northwestern Railway Company subsequently conveyed their property to Milwaukee County by Warranty Deed R212-331, D. 8-17-64, R. 9-18-64, #4131379

5-N.) DEED — Geo. D. Dousman, et al
 45-265
 D. 8-25-1854 to
 R. 11-25-1854
 City of Milwaukee

Lot 7 in Block 173 in Survey and Subdivision of Lots 1 and 2 in
 NW 1/4 Section 33-7-22 E.

6-N.) CERTIFIED COPY OF COMMON Now, therefore, be it resolved,
 COUNCIL RESOLUTION by the Common Council of the
 V.586-223 City of Milwaukee, requires
 D. 4-19-09 the vacation of the street
 R. 5-1-09 (or part thereof) for the
 #633788 reason that the same is no
 longer of any public utility,

be and the same hereby is ordered vacated, Commencing at the South-
 westerly corner of Lot 1 in Block 174, running thence Southeasterly
 along the Northeasterly line of said Erie Street, 286.50 feet to a
 point in the North line of the straight cut harbor (so called), thence
 Northwesterly along said Northerly line 41.10 feet to a point, thence
 Northwesterly along said Northerly line 33.46 feet to a point in the
 Southwesterly line of said Erie Street; thence Northwesterly along
 said Southwesterly line of Erie Street 258.80 feet to the Northeasterly
 corner of Lot 7 in Block 173, thence Easterly 67.40 feet to the point
 of commencement.

NOTE: There is no recorded document showing the vacation of Center
 Street abutting Blocks 173 and 174 in said Subdivision.

7-N.) TAX DEED John F. Furlong
 V.100-125
 D. 6-4-1867 to
 R. 6-7-1867
 City of Milwaukee

Lots 1 and 2 in Block 174 in Survey and Subdivision of Lots 1 and 2
 in NW 1/4 Section 33-7-22 E.

8-N.) TAX DEED Austin J. Quin
 V.100-465
 D. 12-13-1867 to
 R. 2-15-1869
 City of Milwaukee

Lot 3 in Block 174 in Survey and Subdivision of Lots 1 and 2 in
 NW 1/4 Section 33-7-22 E.

9-N.) TAX DEED Daniel Wells, Jr.
 V.200-33
 D. 2-1-1867 to
 R. 2-1-1867
 City of Milwaukee

Lot 4 in Block 174 in Survey and Subdivision of Lots 1 and 2 in
NW 1/4 Section 33-7-22 E.

10-N.)

DEED
V. 45-368
D. 8-25-1854
R. 1-2-1855

T. C. Cole

to

City of Milwaukee

Lot 5 in Block 174 in Survey and Subdivision of Lots 1 and 2 in
NW 1/4 Section 33-7-22 E.

11-N.)

CERTIFIED COPY OF COMMON
COUNCIL RESOLUTION
V. 586-623
D. 11-6-1909
R. 11-12-1909
#650949

Vacation of Pier Street
lying between Erie Street
and Lake Michigan, described
as follows:

Commencing at the North-
west corner of Block 174 in
the 3rd Ward, running thence

Northwesterly along the Northeasterly line of Erie Street extended
85 feet to the Southwest corner of Block 172 in the 3rd Ward, thence
Easterly along the Southerly line of said Block 172, 90 feet to the
West Shore of Lake Michigan, thence Southeasterly along the West
Shore of Lake Michigan to a point in the Northerly line of said
Block 174, thence Westerly along the Northerly line of Block 174,
80 feet to the point of commencement.

12-N.)

CERTIFIED COPY OF COMMON
COUNCIL RESOLUTION
V. 4034-420
D. 5-3-1960
R. 5-13-1960
#3808059
File No. 59-3305

Resolution to vacate a
portion of East Pier Street
between North Marshall
Street and a point 121
feet ~~more~~ or less, East
thereof in the 3rd Ward.

RESOLVED, By the Common Council of the City of Milwaukee that said
petition be and the same hereby is granted and that the following
described portion of street to-wit:

Commencing in the Southwest corner of Lot 4, Block 171, in Subdivision
of Lot 1 and 2 in the NW 1/4 of Section 33-7-22 East; running thence
East along the South line of said Lot 4, 118.16 feet to a point in a
straight line running Southerly from a point which is 331.30 feet
Easterly from the East line of North Jackson Street measured along
the center line of East Polk Street extended Easterly, to a point in
the extended South line of Lot 3, Block 174, which is 271.00 feet
Easterly from the Easterly line of East Erie Street vacated; thence
Southerly along said straight line 70.28 feet to a point in the
North line of Lot 1, Block 174 in said subdivision; thence Westerly
along the North line of aforesaid Lot 1, Block 174, 125.28 feet to
a point in the West line of said Lot 4, Block 171, extended South;
thence North along the West line of said Lot 4, Block 171, extended
South 82.80 feet to the place of beginning.

be and the same hereby is vacated for the reason that the same is of
no public utility and the public interest requires the same to be
vacated.

STATE OF WISCONSIN

1973 Senate Bill 661

Date published*: July 25, 1973

CHAPTER 76 , LAWS OF 1973

AN ACT relating to the authority of the board of harbor commissioners of Milwaukee and granting certain lands, partly submerged in Lake Michigan, to the city.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. All the right, title and interest of the state of Wisconsin in the lands hereinafter described, whether any part or parcel thereof may be, at the time of the passage and publication of this act, dry or submerged under the waters of Lake Michigan are hereby ceded, granted and confirmed to the city of Milwaukee, a municipal corporation, for the purpose of improving, filling, and utilizing the same in aid of navigation and the fisheries and in addition for such further and other use which the board of harbor commissioners of the city of Milwaukee may deem appropriate and expedient and which the common council approves by resolution. Such land shall also be used for the purpose of establishing and maintaining thereon breakwaters, bulkheads, piers, wharves, warehouses, transfer sheds, railway tracks, airports, and other harbor facilities, together with such other uses not inconsistent with the improvement of navigation and fisheries in Lake Michigan, and the navigable waters tributary thereto, as the city may deem expedient.

SECTION 2. (1) The lands to be granted to the city of Milwaukee and to which this act applies are described as follows:

A parcel of submerged land in Lake Michigan, adjacent to the North Harbor Tract in the city of Milwaukee, extending from the southerly line of East Wisconsin Avenue extended, to the harbor entrance; and located 714 to 1,714 feet easterly of the present rubble mound shore line; said parcel being more particularly described as follows:

Beginning at a point in the south line of East Wisconsin Avenue extended, distant 1704.70 feet easterly from the easterly line of North Marshall street; running thence south 8°, 41', 37" west 3760.04 feet to a point; running thence south 0°, 45', 01" east 1165.24 feet to a point in the line of U.S. Monuments 305 and 307 extended, being a point on the north pier of the inner harbor entrance distant 465.02 feet easterly from U.S. Monument

COPY

307; running thence north 87°, 16', 39" east 1000.00 feet to a point; running thence north 0°, 45', 01" west 1044.66 feet to a point; running thence north 8°, 41', 37" east 3910.30 feet to a point on the south line of East Wisconsin Avenue extended; running thence south 85°, 46', 53" west 1025.94 feet to the point of beginning, being a parcel of submerged land in fractional sections twenty-eight and thirty-three, Township 7 North, Range 22 East in the Fourth Ward of the City of Milwaukee and containing 113.395 acres, more or less.

(2) This act also applies to lands previously granted to Milwaukee under chapter 151, laws of 1929, and lands hereby granted and added thereto, in accordance with the following description:

Beginning at a point in the south line of east Wisconsin Avenue extended easterly, distant 473.12 feet from the easterly line of Marshall street; running thence south 16°, 27', 52" west 2,247.04 feet to a point in the northerly line of Chicago street extended easterly, distant 661.50 feet from the easterly line of Jackson street; thence south 7°, 45', 22" west 1,516.67 feet to a point in the center line of Polk street extended easterly distant 331.30 feet from the easterly line of Jackson street; thence south 9°, 40', 29" east 1,213.37 feet to a point on the North Harbor Pier in the line of the United States government monuments numbers 305 and 307 extended westerly distant 69.32 feet westerly from United States government monument number 305; thence north 87°, 16', 39" east 600.17 feet along said line of United States government monuments numbers 305 and 307 to a point; thence north 0°, 45', 1" west 1,165.24 feet to a point; thence north 87°, 16', 39" east 714.13 feet to a point in the United States government pierhead line, as approved by the United States government October 20, 1919; thence north 8°, 41', 37" east 3,760.04 feet to a point in the southerly line of east Wisconsin Avenue extended easterly, distant 1,704.70 feet from the easterly line of Marshall street; thence south 85°, 46', 53" west 1,231.58 feet along the southerly line of Wisconsin Avenue to the point of commencement, being land mainly submerged, in fractional sections 28 and 33, township 7 north, range 22 east, in the third ward of the city of Milwaukee, and containing 137 acres more or less.

SECTION 3. The city of Milwaukee, shall not convey any portion or the whole of the lands so granted, ceded and confirmed, and described in SECTION 2 of this act, to any other party, either by warranty deed, quit claim, or in any other manner, except that it may convey to the government of the United States such portion thereof as may be desirable for the promotion of navigation; and it may also convey lands to any harbor district or other public corporation that may hereafter be organized, under any law of this

1973 Senate Bill 661

State, for the purpose of maintaining and operating a public port; and it may further lease for an initial term not exceeding 30 years, such particular parcels or portions thereof as the board of harbor commissioners considers advisable, to parties desiring to employ such leased portions and parcels in a manner determined by the board of harbor commissioners to be for the best interests of port and harbor development.

SECTION 4. Whenever the city of Milwaukee conveys or attempts to convey the whole or any portion of the lands hereby granted, ceded or confirmed, to any other party except as herein provided, or uses the lands or any part thereof except as herein provided, such land, or any part thereof so conveyed or attempted to be conveyed or so used shall revert to the state.

COPY



DEPARTMENT OF THE ARMY

PERMIT

The Secretary of the Army, under authority of Sections 10 and 11 of the Act of Congress approved 3 March 1899 (30 Stat. 1151, 1152; 33 U.S.C. 403, 408) and on the recommendation of the Chief of Engineers, hereby grants permission to the CITY OF MILWAUKEE, BOARD OF HARBOR COMMISSIONERS, MILWAUKEE, WISCONSIN, hereinafter designated as the permittee, for the temporary occupation and use of a public work built by the United States as follows: to construct approximately 1880 lineal feet of steel sheet piling and to dredge approximately 90,000 cubic yards of material immediately in front of, and lakeward of, the said bulkhead, the dredged material to be deposited landward of said bulkhead in Lake Michigan immediately north of, and adjacent to, the U. S. Government North Pier in Milwaukee Harbor at Milwaukee, Wisconsin as shown on the plans in 2 sheets dated 20 January 1956 attached hereto and made a part hereof.

This permission is granted subject to the following provisions and conditions:

- (1) That this instrument does not give any property rights either in real estate or material, or any exclusive privileges, and does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations.
- (2) That the said work, occupation and use shall be without expense to the Department of the Army and shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, and to such rules and regulations as may be prescribed by him from time to time.
- (3) That the permittee shall be responsible to the United States for all damages to property of the United States that may arise through or as a result of the said work, occupation and use, and shall promptly repair the same at the permittee's expense, and all work in connection therewith shall be accomplished under the general supervision and subject to the approval of the said District Engineer.
- (4) That the agents, officers, and employees of the Department of the Army or its successors in interest, shall have full and unobstructed access to the area as found necessary by the District Engineer, to make repairs or alterations to the Government North Pier or other Government work at the locality without incurring any liability on the United States.

(5) That the United States shall not be responsible for any loss of, or damage to property or injury to persons which may arise incident to the said occupation and use, or for any loss of or damage to the property or injury to the persons of the permittee or of the officers, agents, members, servants, or employees of the permittee, or others who may be on the said public work at their invitation or the invitation of any of them, which may arise from or incident to Governmental activities; and the permittee shall save the United States harmless from any and all such claims.

(6) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if in the opinion of the Secretary of the Army it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstruction caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owner shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(7) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(8) That any material dredged in the prosecution of the work herein authorized shall be removed evenly, and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the bank of the waterway shall be left. Any material to be deposited or dumped under this authorization either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material into the waterway.

(9) That if inspections or any other operations by the United States are necessary in connection with the said occupation and use, all expenses connected therewith shall be borne by the permittee.

(10) That there shall be no unreasonable interference with navigation by the work herein authorized, and no attempt shall be made by the permittee to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(11) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

(12) That the permittee shall notify the said District Engineer at what time the work will be commenced, and as far in advance of the time of commencement as the District Engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(13) That no deviation from the approved plans shall be made either before or after completion of the work unless the modification of said plans has previously been submitted to and received the approval of the Chief of Engineers and of the Secretary of the Army.

(14) That this permit is revocable at the will of the Secretary of the Army.

(15) That this permit may be terminated by the permittee at any time by giving to the Secretary of the Army, through the said District Engineer, at least 30 days' notice thereof in writing.

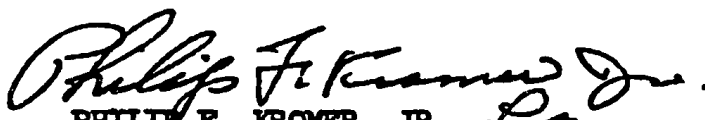
(16) That upon the termination of this permit by the permittee the permittee shall vacate the said public work, remove all property of the permittee therefrom, and restore the said public work to a condition satisfactory to the said District Engineer. If this permit is revoked, the permittee shall vacate the said public work, remove the said property of the permittee therefrom, and restore the said public work as aforesaid within such time as the Secretary of the Army may designate. In either event, if the permittee shall fail or neglect to remove the said property and so restore the said public work, then at the option of the Secretary of the Army, the said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the said public work to be so restored at the expense of the permittee, and no claim for damages against the United States or its officers or agents, shall be created by or made on account of such removal and restoration.

(17) That the issuance of this permit does not constitute a commitment on the part of the United States to reimburse the City of Milwaukee as provided for in the Federal project authorized by the River and Harbor Act approved 30 August 1935. Reimbursement is to be made only if and when Federal funds for this project are made available.

(18) That if the structure or work herein authorized is not completed on or before 31 December 1959, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

DATED this 8 th day of May 1956

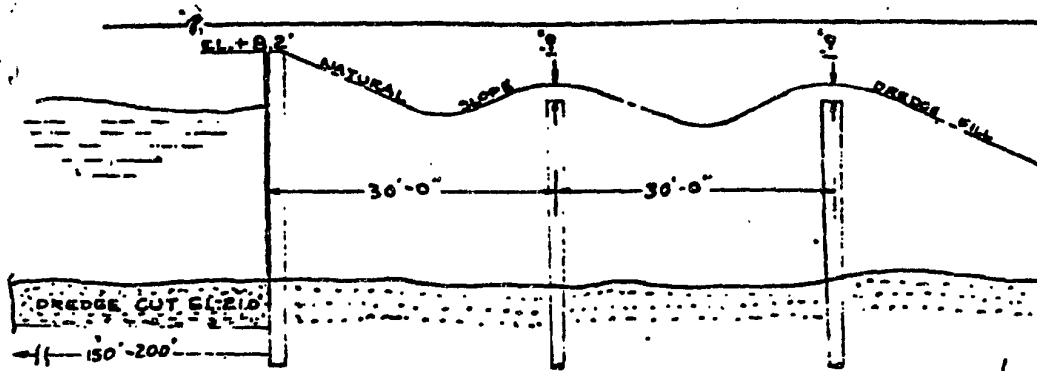
BY AUTHORITY OF THE SECRETARY OF THE ARMY:


PHILIP F. KROMER, JR.
Colonel, Corps of Engineers
District Engineer

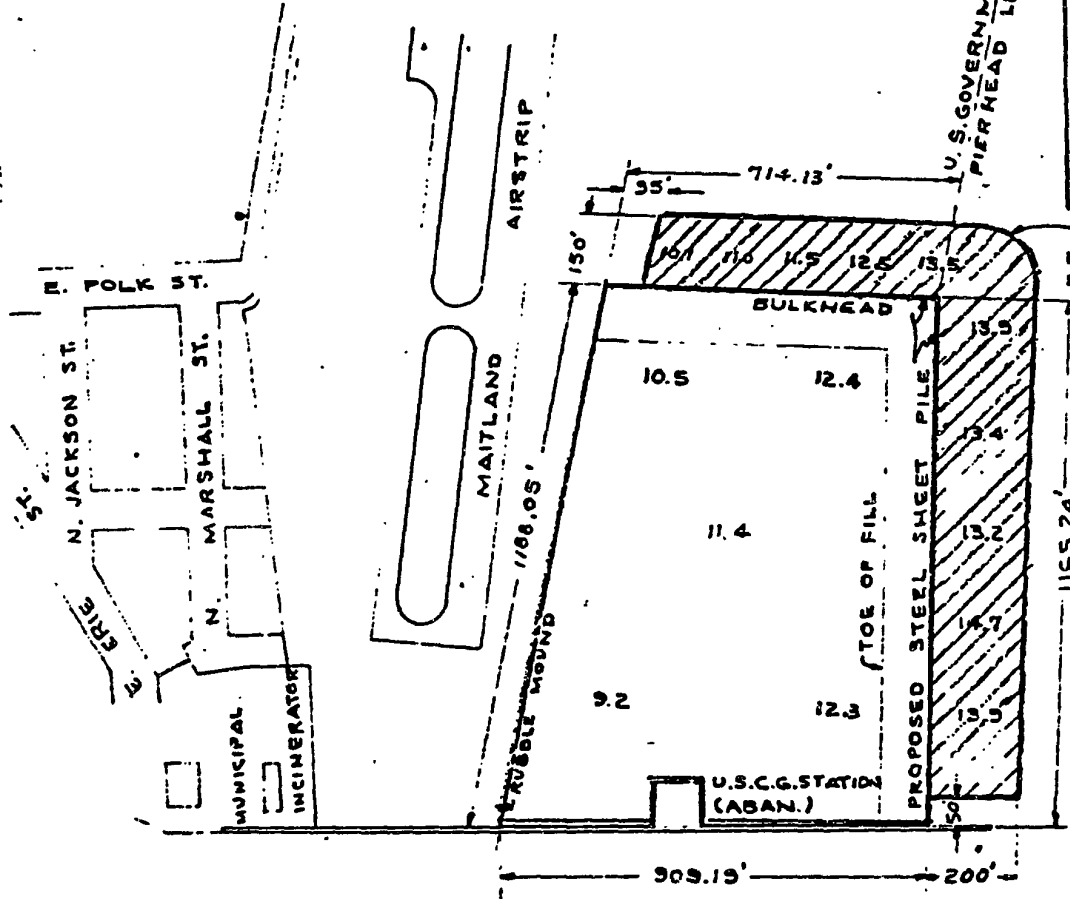
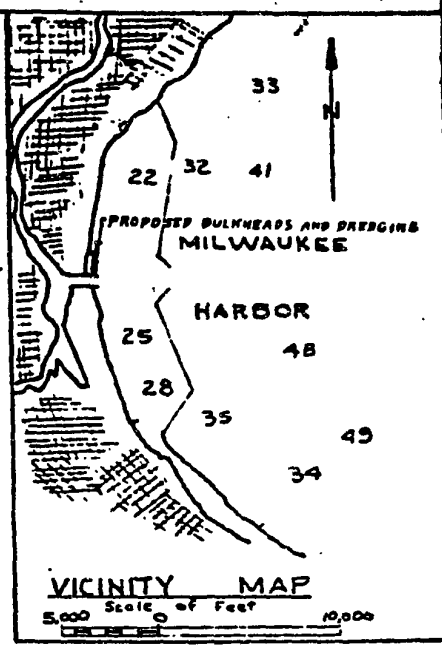
The above permit, together with all the provisions and conditions thereof, is hereby accepted this 28TH day of May 1956.

CITY OF MILWAUKEE
BOARD OF HARBOR COMMISSIONERS

By H. C. Brockel
Municipal Port Director



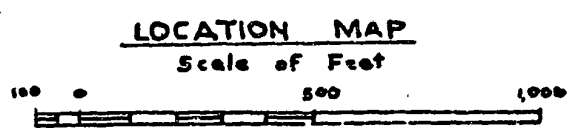
TYPICAL DREDGING SECTION
NO SCALE



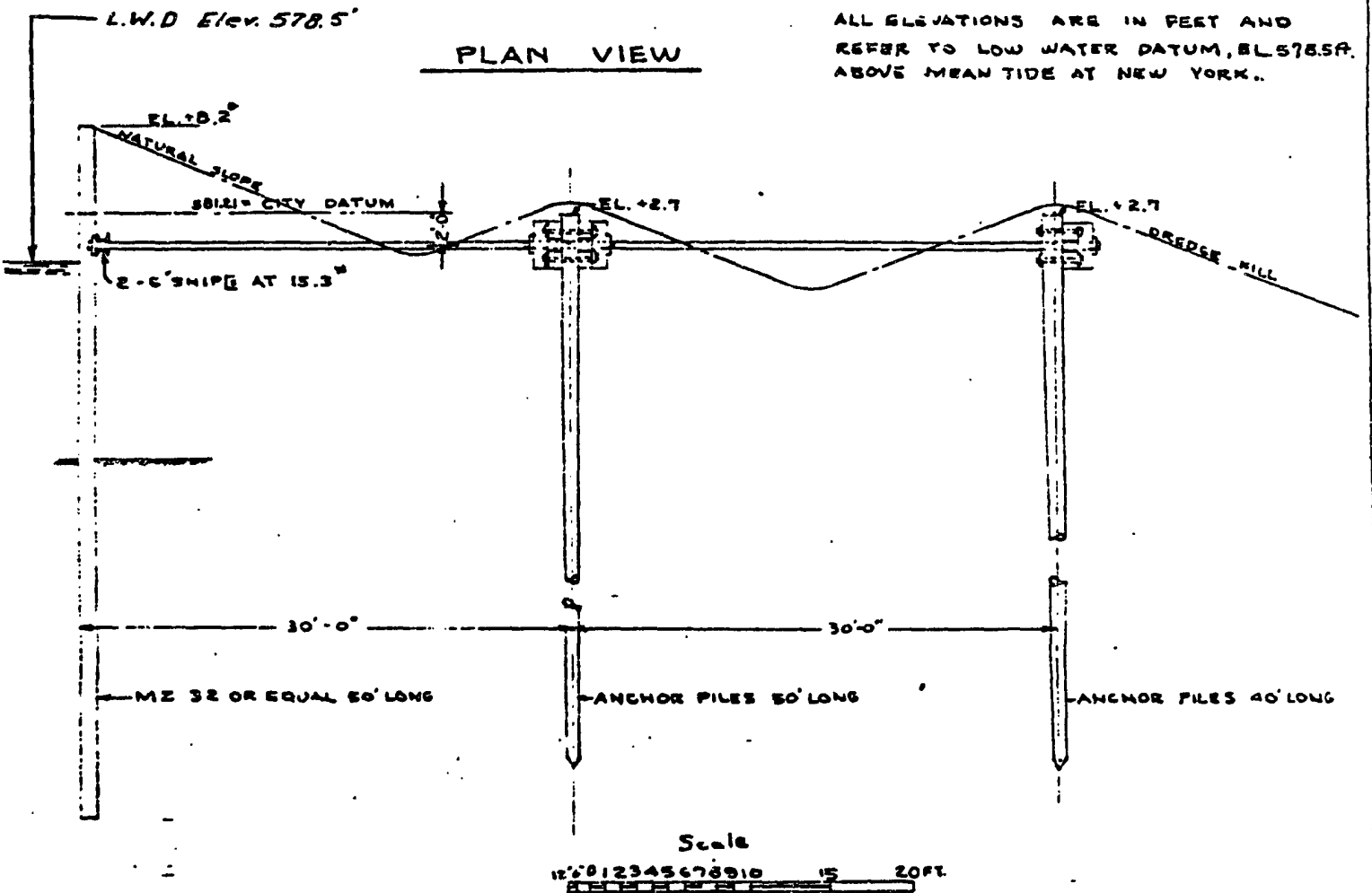
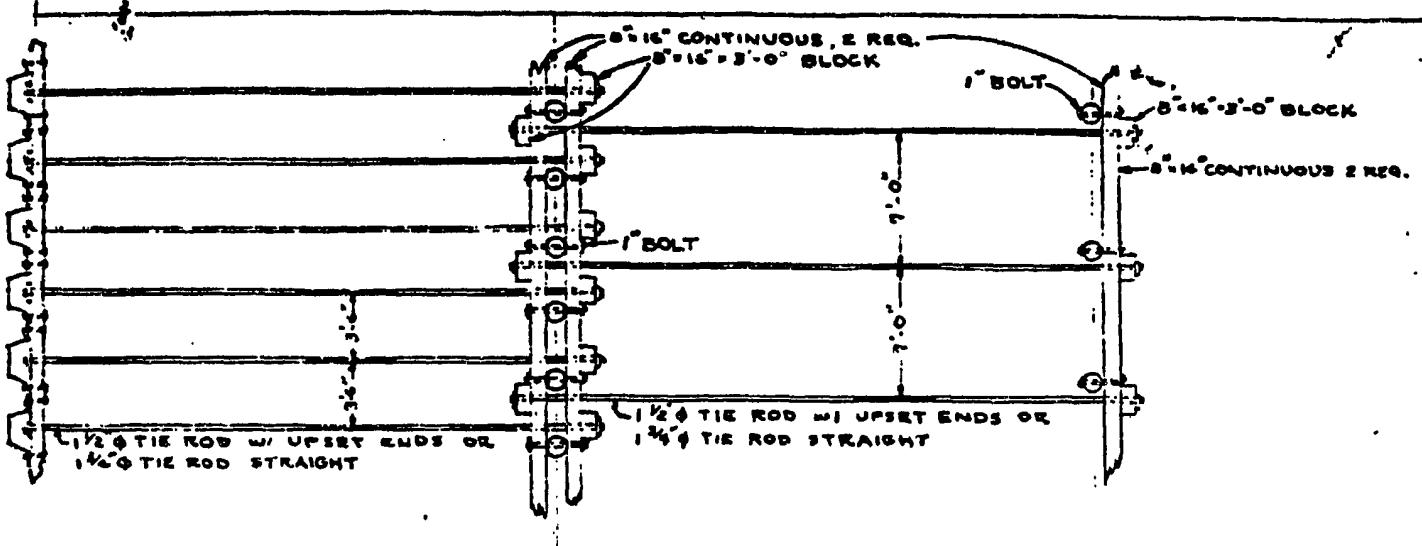
DREDGING LIMITS
DREDGE TO EL. -21.0'

LAKE MICHIGAN

NOTE:
 QUANTITY OF MATERIAL TO BE DREDGED - 90,000 CU.YDS.
 ALL SOUNDINGS ARE IN FEET & REFER TO LOW WATER DATUM EL 578.5 FT. ABOVE MEAN TIDE AT NEW YORK



PROPOSED BULKHEADS & DREDGING
 IN LAKE MICHIGAN AT MILWAUKEE, WIS.
 IN 2 SHEETS SHEET NO. 1
 APPLICATION BY
 CITY OF MILWAUKEE
 BOARD OF HARBOR COMMISSIONERS
 JAN. 20, 1956 FILE NO. 5-E-29



ELEVATION VIEW

PROPOSED BULKHEADS & DREDGING
IN LAKE MICHIGAN AT MILWAUKEE, WIS.
 IN 2 SHEETS SHEET NO 2
 APPLICATION BY
CITY OF MILWAUKEE
BOARD OF HARBOR COMMISSIONERS
 JAN. 20, 1956 FILE NO. 5-E-29

GENERAL SERVICES ADMINISTRATION



Region 5
Chicago 4, Illinois

June 25, 1958

IN REPLY REFER TO: 5L

J

City of Milwaukee
Board of Harbor Commissioners
City Hall
Milwaukee 2, Wisconsin

Gentlemen:

Thank you for your letter dated June 5, 1958, certifying that the condition in the conveyance of the North Pierhead, Milwaukee, Wisconsin from the Government to the City of Milwaukee, under the authority of Public Law 416, 84th Congress, 2d Session, has been fulfilled.

Sincerely yours

Harold M. Kaufmann
Harold M. Kaufmann
Office of Regional Counsel

[PUBLIC LAW 416]

[CHAPTER 65]

H. R. 6857

Eighty-fourth Congress of the United States of America

AT THE SECOND SESSION

Begun and held at the City of Washington on Tuesday, the third day of January, one thousand nine hundred and fifty-six

An Act

To authorize the Administrator of the General Services Administration to convey certain land to the city of Milwaukee, Wisconsin.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Administrator of the General Services Administration is authorized and directed to convey by quitclaim deed a parcel of land containing approximately forty one-hundredths acre, which has been declared surplus by the United States Coast Guard, to the city of Milwaukee, a municipal subdivision of the State of Wisconsin: Provided, That the city of Milwaukee remove and dispose of the buildings located on the said parcel of land without cost to the United States Government.

Sec. 2. The legal description of the land to be conveyed under this Act is as follows:

(1) Beginning at United States Government monument number 307 on the north pier of the harbor entrance; running thence easterly along the extension of a line passing through United States Government monuments 305 and 307 on said north pier 12.00 feet to a point; thence north 2 degrees 43 minutes 21 seconds west 115.00 feet to a point; thence south 87 degrees 16 minutes 39 seconds west 110.00 feet to a point; thence south 2 degrees 43 minutes 21 seconds east 115.00 feet to a point on the line passing through the United States Government monuments numbers 305 and 307; thence north 87 degrees 16 minutes 39 seconds east along said line between monuments 98.00 feet, to the point of beginning, being a parcel of land in the north half fractional section 33, township 7 north, range 22 east, in the third ward of the city of Milwaukee, and containing about 0.29 of an acre; and

(2) Beginning at a point on the line passing through the United States Government monuments numbers 305 and 307 and distant 98.00 feet westerly from the United States Government monument numbered 307; thence north 2 degrees 43 minutes 21 seconds west 32.70 feet to a point; thence south 87 degrees 16 minutes 39 seconds west 150.02 feet to a point; thence south 00 degrees 45 minutes 1 second east 32.72 feet to a point on the line passing through the United States Government monuments numbers 305 and 307; thence easterly along said line 151.11 feet to the point of beginning, being a parcel of land in the north half fractional section 33, township 7 north, range 22 east, in the third ward of the city of Milwaukee, and containing about 0.11 of an acre.

COPY

THE WHITE HOUSE

Sam Rayburn
Speaker of the House of Representatives

Lyndon B. Johnson
Vice President of the United States and
Acting President of the Senate pro tempore

APPROVED

FEB 20 1956

Dwight D. Eisenhower

DRAFT

OCCUPANCY AND CONSTRUCTION PERMIT

The MILWAUKEE WORLD FESTIVAL, INCORPORATED, (hereinafter called "MWF") hereby issues an Occupancy and Construction Permit (hereinafter called permit) to the MILWAUKEE METROPOLITAN SEWERAGE COMMISSION (hereinafter call MMSD) to use and occupy portions of the MWF leasehold to perform the following activities:

1. To construct an Island Disposal Site on the bed of Lake Michigan adjacent to the Summerfest Grounds and all related facilities.
2. To gain vehicular access to the site for purposes of construction.
3. To establish an emergency stock pile for use during the 1986 construction season.

That part of the MWF leasehold to be used for temporary construction and vehicular access during construction is generally shown on the attached "Exhibit A" and, by this reference, is made a part hereof.

The temporary construction area and vehicular access routes are subject to the following specific conditions.

1. Permit rights for construction vehicular access, and leasehold area used for temporary construction shall be in force from February 15, 1986, through December 31, 1988, with a one year option to extend the permit to December 31, 1989, if required. Timing of the Notice to Proceed to the Contractor will be coordinated with MWF.
2. The permit may be terminated prior to December 31, 1988, by mutual agreement between MWF and MMSD should the island disposal site construction be completed at an earlier date.
3. No construction activities may occur during the period of "Summerfest" in any given year.
4. Construction activities may occur during weekend festivals such as Festa Italiana, German Fest, Afro Fest, Irish Fest, Fiesta Mexicana, Polish Fest, or other celebrations and events using the festival grounds and shall be conducted in a manner which does not disrupt MWF's use and operation of the remaining leasehold area.
5. Construction vehicular access to the temporary construction area shall be via East Polk Street as shown

-1-

EXHIBIT E

DRAFT

on Exhibit A except when MWF grounds are being used for festival or other celebration activities.

6. Alternate construction vehicular access during festival or other celebration activities shall be via East Erie Street and a 100-foot wide corridor along the Milwaukee River and Lake Michigan dock walls as shown on Exhibit A. At no time shall construction vehicles encroach on the designated seventy-five (75) foot set back for sheet pile tie back protection.
7. The East Polk Street access route to Lake Michigan east of I-794 (Hoan Bridge) as shown on Exhibit A is approximate and there may be minor modifications to the alignment from time to time as directed by MWF to accommodate construction of other MWF facilities.
8. The Island Disposal Site contractor shall coordinate his construction vehicular traffic movements with other contractors working in the area.
9. Land based construction within the Summerfest grounds shall begin after September 1 of a given year and be completed by June 15 of the following year so as not to interfere with festival activities.
10. Construction activities shall not extend into more than two consecutive summer seasons.

That part of the MWF leasehold to be used for an emergency stock pile for the construction of the island disposal site is shown on the attached "Exhibit B" and, by this reference, is made a part hereof.

The emergency stock pile area is subject to the following specific conditions:

1. The emergency stock pile area may be used only during the period from February 15, 1986 through September 30, 1986.
2. The Island Disposal Site Contractor is responsible for the removal and replacement of the fenced portion of the proposed site as shown on Exhibit B. The fence shall be removed prior to the placement of fill material, replaced immediately following the fill placement so that the area can be used by June 15, 1986, removed again when the fill material is to be removed, and replaced a second time when the area is restored to its original condition.
3. The Island Disposal Site Contractor shall cause to be relocated and later returned to its original location

DRAFT

an overhead power line currently located west of and near the Hoan Bridge.

4. The Island Disposal Site Contractor shall temporarily abandon the 12-inch diameter storm sewer and 18-inch diameter drain in the proposed fill area during the emergency stockpiling period defined above. The storm sewer and drain system is shown on Exhibit C. This system shall be cleaned, repaired or replaced as required to restore it to its original condition by October 15, 1986.
5. Fill material may be placed to a maximum height of 15 feet to avoid damage to existing buildings due to settlement caused by the stockpiled fill material.
6. By June 15, 1986, the contractor shall have graded and shaped the material to create a suitable area for parking. The fill area shall have 10:1 side slopes on the north, east and south sides and a side slope along the west side equivalent to the natural angle of repose of the fill material (approximately a 1:1 slope). The limits of parking along the westerly edge of the fill area shall be delineated by a metal cable supported on six inch diameter wooden posts on ten foot centers placed along the top of the fill area and along the 10:1 side slopes or by other such means as may be approved by MWF.
7. The emergency stock pile area shall be made available for parking use during all MWF festival events. The stock pile may be worked during periods of time between festival events and restored to a parking mode for each successive festival event. The need for festival parking will end as of September 2, 1986.
8. The contractor shall maintain the emergency stock pile(s) in a dust free and erosion free condition at all times.
9. The site must be returned to its original condition by October 15, 1986.

This permit is also subject to the following general conditions:

1. The MMSD or its Contractor shall carry Worker's Compensation Insurance, Comprehensive General Liability, Bodily Injury and Property Damage Insurance and Comprehensive Automotive Liability, Bodily Injury and Property Damage Insurance, all in amounts, with companies and with terms and conditions reasonably acceptable to the MMSD and MWF, Inc., the City of Milwaukee and the City of Milwaukee Board of Harbor Commissioners. Certificates of insurance evidencing the coverage required

DRAFT

above and naming the MWF, Inc., the City of Milwaukee and the City of Milwaukee Board of Harbor Commissioners as additional insureds shall be furnished to MWF, Inc., two (2) days prior to the issuance of the Notice to Proceed to the Contractor.

- 2. The foregoing occupancy and construction permit is given upon such express terms and conditions as are inserted above and in the event that the MMSD or its Contractor at any time violate any of said terms or conditions, use, or attempt to use said leasehold area for any other or different purpose than that above specified, or fail to complete the construction of the Island Disposal Site on the bed of Lake Michigan adjacent to the Summerfest Grounds and all related facilities in accord with the contract documents associated with this project for which this Occupancy and Construction Permit is granted, in a good and workmanlike manner, observing all applicable Federal, State and Local laws, ordinances, rules and regulations, then the MWF, Inc., shall, at its option, immediately revoke this permit and have the right to engage the services of a responsible contractor to complete, with concurrence of the MMSD, such construction work necessary to construct an acceptable project and charge the MMSD for any and all reasonable costs and expenses incurred for completion of said acceptable project.

For the privileges herein permitted, the MMSD shall pay to MWF the sum of One Dollar (\$1.00) and provide other valuable considerations, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 19_____.

ATTEST: MILWAUKEE WORLD FESTIVAL, INC.

By _____
John Schmitt, President
World Festival Board

The undersigned, the Permittee mentioned in the foregoing occupancy and construction permit, hereby accepts the same subject to the terms and conditions therein stated.

ATTEST: MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By _____
Patrick Marchese, Executive Director

sdd1a/50

FILE 1892 MAG 874

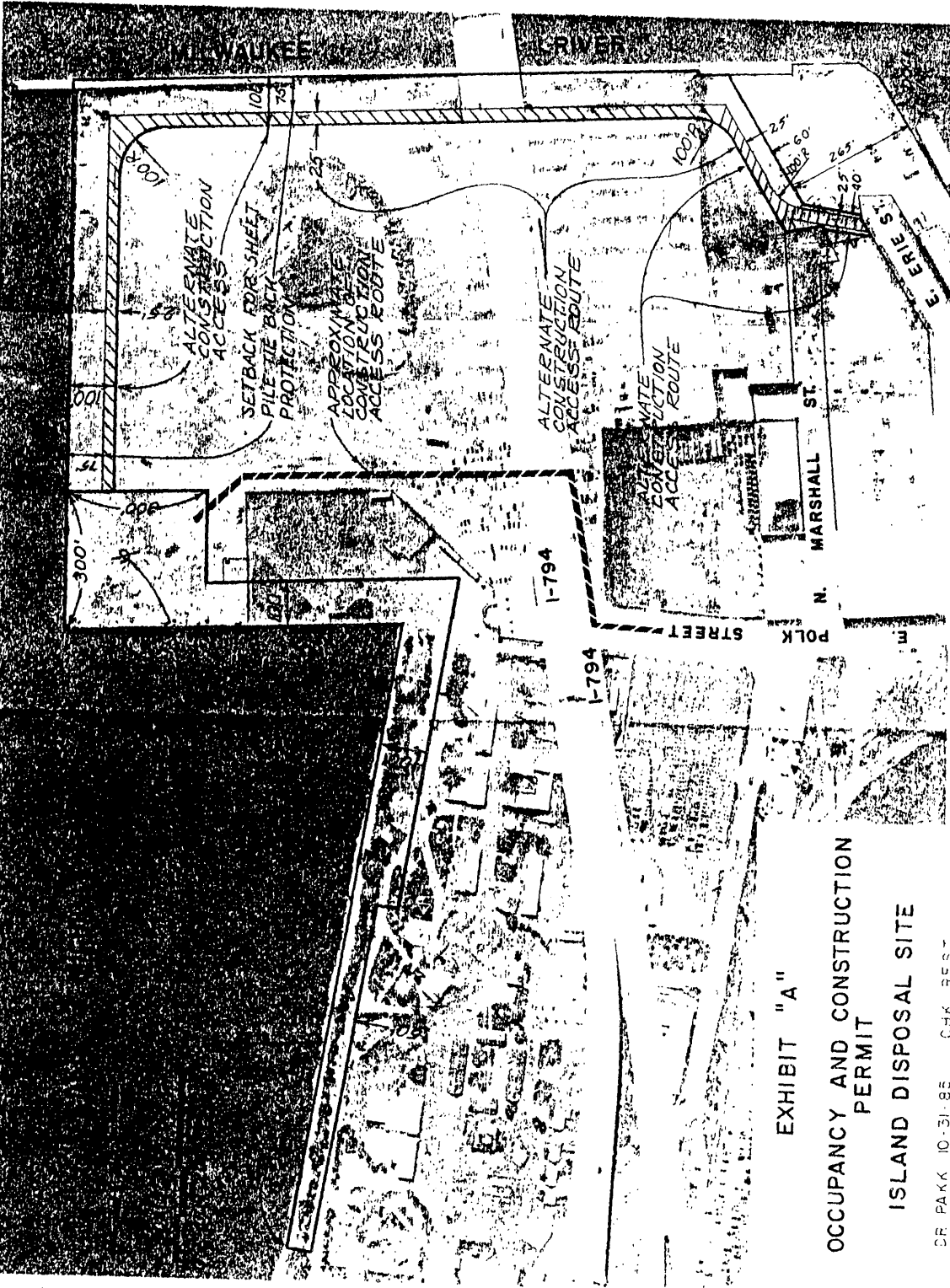
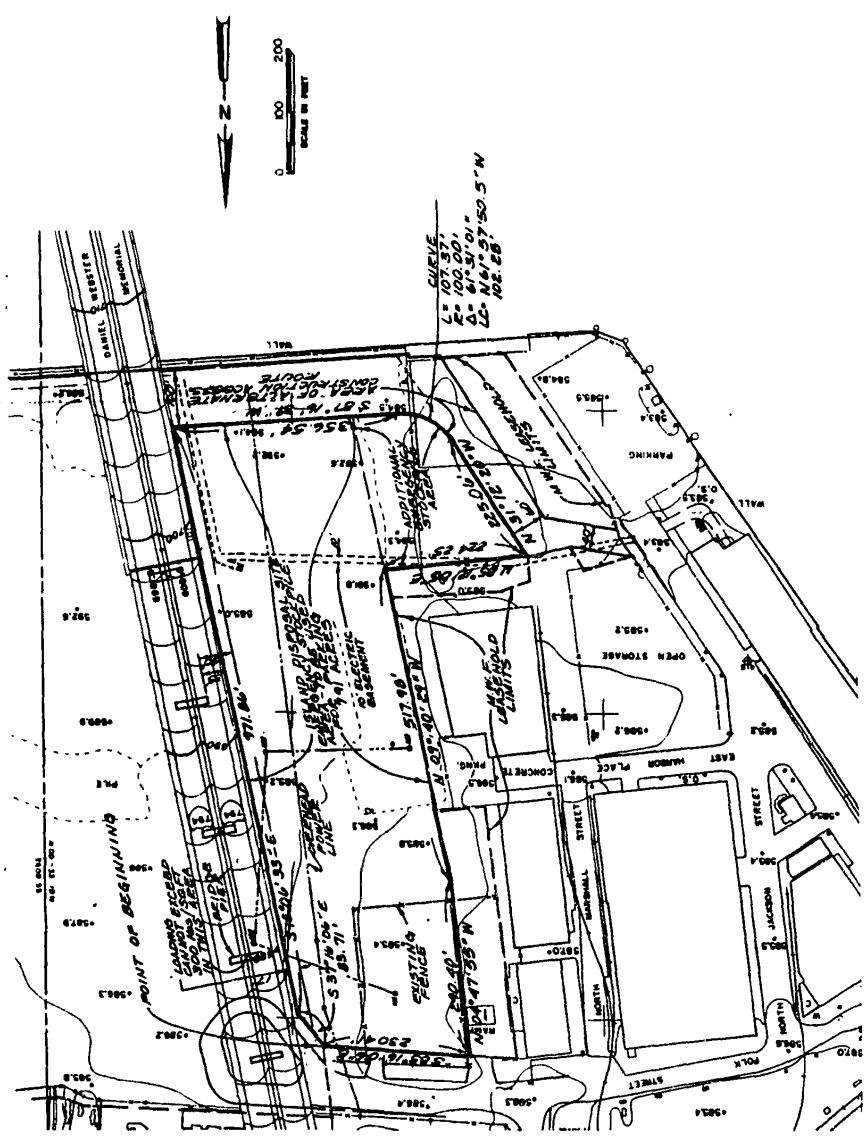


EXHIBIT "A"

OCCUPANCY AND CONSTRUCTION PERMIT

ISLAND DISPOSAL SITE

CR PAKK 10-31-85 CHK RES
REV 12 9 85



Description of emergency stock pile area.

That part of the North 1/2 of Section 33, Township 7 North, Range 22 East of the 4th Principal Meridian, bounded and described as follows:

Commencing at the point of intersection of the west line of the North Harbor Tract and the centerline of East Polk Street, said west line of tract being also the west line of North Harbor Drive; thence N 85° 16' 47" E 51.21 feet along the extended centerline of East Polk Street to a point on the east line of North Harbor Drive; thence N 7° 45' 22" E 63.32 feet along the said east line of North Harbor Drive to a point on the westerly line of the existing leasehold of Milwaukee World Festival, Inc.; thence S 85° 59' 10" E 295.00 feet along the westerly line said existing leasehold; thence S 4° 47' 55" E 107.27 feet along the westerly line of said leasehold to the point of beginning of the parcel of land to be described; thence S 37° 16' 06" E 83.71 feet; thence S 10° 06' 33" E 971.86 feet; thence S 87° 16' 39" W 356.54 feet to the beginning of a curve concave to the northeast, having a radius of 100.00 feet and a long chord that bears N 61° 57' 50.5" W 102.28 feet; thence along said curve through a central angle of 61° 31' 01" a distance of 107.37 feet; thence N 31° 12' 20" W 225.06 feet to a point, said point being the intersection of the east line of North Marshall Street and the north line of Block 174; thence N 85° 12' 05" E 224.25 feet; thence N 09° 40' 29" W 517.98 feet; thence N 04° 47' 55" W 290.40 feet; thence S 85° 16' 06" E 230.41 feet to the point of beginning, said parcel containing 7.91 acres more or less.

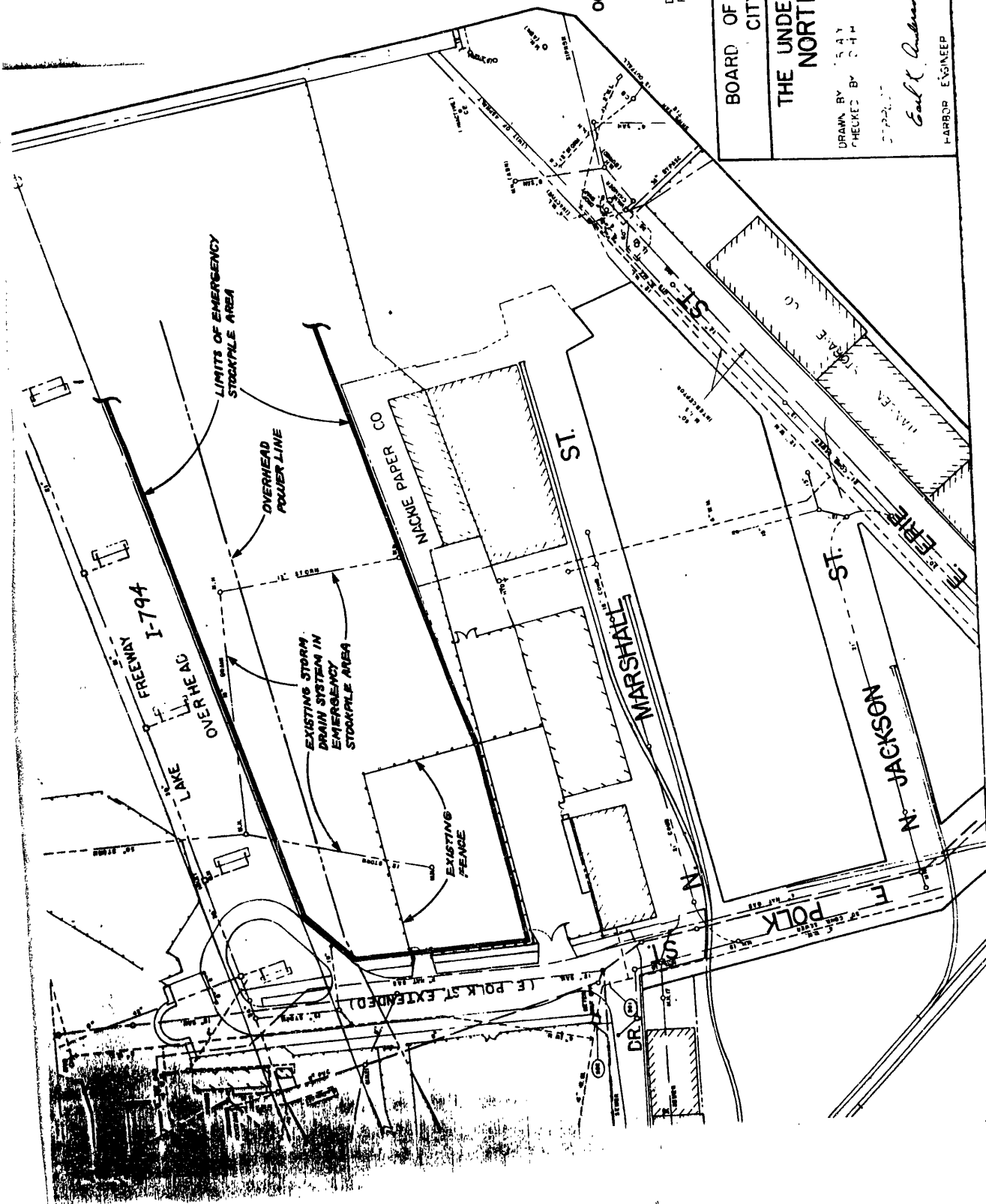
DATE	NO.	BY	REVISION
12-9-85		JAYD	
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT EXHIBIT "B" OCCUPANCY AND CONSTRUCTION PERMIT ISLAND DISPOSAL SITE			
DATE	SHEET	FILE	
12-9-85	136		

HARBOR

EXHIBIT "C"
OCCUPANCY AND CONSTRUCTION
PERMIT
ISLAND DISPOSAL SITE

DR: PAKK 10-31-85 CHK: REST
REV 12-9-85
REV 5-24-85 R.A.Y.

BOARD OF HARBOR COMMISSIONERS CITY OF MILWAUKEE	
THE UNDERGROUND FACILITIES NORTH HARBOR TRACT	
DATE 2-23-83 NOTE FIGURE NOT TO SCALE DRAWING NO B1-3-15 APPROVED	<i>[Signature]</i> MUNICIPAL PORT DIRECTOR
DRAWN BY S.A.Y. CHECKED BY C.H.H.	<i>[Signature]</i> HARBOR ENGINEER





December 20, 1985

The Honorable John R. Kalwitz
President/Common Council
City of Milwaukee
200 East Wells Street; RM. 205
Milwaukee, Wisconsin 53202

RE: Milwaukee World Festival, Inc./City of Milwaukee

Dear Alderman Kalwitz:

Consistent with our discussions and negotiations for a lease between Milwaukee World Festival, Inc., and the City of Milwaukee, this letter is intended to memorialize our commitment in certain areas relevant to those discussions.

The Board of Directors of Milwaukee World Festival, Inc., will take such actions as are necessary to amend its By-Laws to provide for restructuring the Board in a way that its makeup will include the following persons:

1. The Mayor of the City of Milwaukee
2. The Commissioner of City Development
3. The Commissioner of Public Works
4. President of the Common Council
5. An Alderman appointed by the President of the Common Council
6. A citizen appointed by the President of the Common Council
7. The Comptroller of the City of Milwaukee
8. The County Executive
9. A representative of the Ethnic Festivals.
10. 11. and 12. Representatives for the three stages
13. through 25. Citizens elected at large by the Board

(continued next page)

MILWAUKEE WORLD FESTIVAL, INC.
SUMMERFEST
200 N HARBOR DR, MILWAUKEE WI 53202 (414) 273-2680

EXHIBIT F

The Honorable John R. Kalwitz
President/Common Council
December 20, 1985
page 2

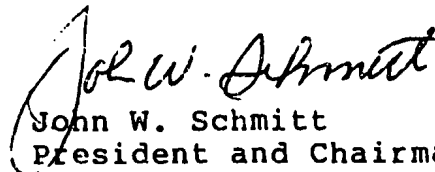
The terms of all of the directors will be dependent upon their terms of offices in the case of public officials and in staggered terms of three years for non-government members. The ethnic festival representative will be a one year term as will the term of the representatives of the three stages.

The Board will also take such actions as are necessary to modify its By-laws to provide that all of the meetings of the Board and its committees will be conducted openly consistent with the dictates of the State of Wisconsin open meeting law.

Additionally, the Board of Directors will establish a policy whereby Directors who are representatives of companies which sell products to Summerfest will abstain from voting on issues relating to the pricing of such products.

I want to thank you for your cooperation and assistance in the difficult tasks that we have engaged in over the past several weeks leading to the establishment of a new Summerfest lease.

Sincerely,



John W. Schmitt
President and Chairman
Milwaukee World Festival, Inc.

JWS:lb