

**MARINE TERMINAL BUILDING
DEVELOPMENT AND RIVERWALK AGREEMENT**

This Agreement is made this _____ day of _____, 2004, by and between the City of Milwaukee (“City”) and Mandel Riverfront Holdings I LLC (“Developer”).

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Milwaukee, Wisconsin, identified on **EXHIBIT H** attached hereto (the “Property”); and

WHEREAS, Developer intends to submit the Property to the Wisconsin Condominium Ownership Act and to create two condominium units pursuant to a condominium declaration and plat to be recorded at a later date, thereby creating a commercial condominium unit on the first floor of the building and a residential condominium on the upper floors of the building (collectively the “Condominium Units”); and

WHEREAS, Developer will cause the Bylaws of the Condominium Association to be formed in connection with the Condominium Units to provide for the performance of certain of the Developer’s obligations hereunder in accordance with the terms hereof and pursuant to which a sharing of the costs incurred by Developer or its assignee in complying with its obligations hereunder in connection with the Property will be allocated between the Condominium Units ; and

WHEREAS, Developer has agreed to construct and maintain a riverwalk on the Property to be an approximately twelve (12) foot wide walkway which will be designed and built in conformance with the Milwaukee River Design Guidelines (as described in Common Council File No. 940175, adopted September 27, 1994 and attached hereto as **EXHIBIT A**, “Guidelines”) as further delineated on **Exhibit C** to the Riverwalk Easement Agreement (as hereinafter defined) and as located and depicted within the riverwalk easement to be recorded on the Property in the area depicted on **EXHIBIT B** attached hereto and will constitute a portion of the overall riverwalk system which is intended to eventually cover a significant portion of the banks of the Milwaukee River flowing from the harbor entrance to the North Avenue Dam area; and

WHEREAS, there will be two 25 foot deep (as measured from the dockline to the curblineline of North Milwaukee Street extended and North Jefferson Street extended) stub ends of both said streets that are to be dedicated for the benefit of the City of Milwaukee, Wisconsin (“City”) , which are shown and labeled as “public street dedication” on **EXHIBIT C** attached hereto (the “Easement Stubs”) approximately one half of the east side of the Milwaukee Street Easement Stub is currently located on the Property and the remaining portions of the Easement Stubs are located on the Expansion Lands (as such term is hereinafter defined); and

WHEREAS, Developer has agreed to construct and maintain a riverwalk on said Easement Stubs in accordance with the terms hereof; and

WHEREAS, Developer has the right to acquire certain property adjacent to the Property and identified on **EXHIBIT I** attached hereto (the “Expansion Lands”); and

WHEREAS, upon acquisition by Developer or an affiliate of Developer of the Expansion Lands and the commencement of construction and development activities on Expansion Lands, Developer has agreed to construct and maintain a riverwalk on said Expansion Lands, which riverwalk is to be located and depicted with a riverwalk easement to be recorded on the Expansion Lands in the area to be depicted in a riverwalk easement agreement and will constitute a portion of the overall riverwalk system; and

WHEREAS, the portion of the riverwalk to be located on the Property, the Expansion Lands and the Easement Stubs is referred to herein as the “Improvement”; and

WHEREAS, Developer has agreed as set forth herein to make the Improvement available to members of the public if and when completed and that the completed portions of the Improvement will afford the public the opportunity to more fully enjoy the valuable river resource; and

WHEREAS, the City has agreed to reimburse the Developer for 75% of the documented and allowable costs of constructing the portion of the Improvement to be constructed on the Property and the Expansion Lands, excluding the Easement Stubs, and 100% of the documented and allowable costs of constructing the Improvement on the Easement Stubs; and

WHEREAS, subject to the rights of the City to specially assess the Property and the Expansion Lands benefited thereby as more particularly set forth herein, the City has agreed to pay for the costs of constructing and installing public street improvements on and adjacent to the Property and the Expansion Lands as more particularly described on the Neighborhood Plan (the “Neighborhood Plan”) attached as **EXHIBIT C** (the “Public Streets”) in accordance with applicable City specifications and to maintain, repair and replace all of said Public Streets in the same manner as the City maintains other similar Public Streets, all in accordance with and as more particularly set forth in this Agreement; and

WHEREAS, the City has also agreed to install all public utilities (the “Public Utilities”) within or adjacent to the Public Streets, including, sanitary sewer, storm sewer and water, and to allow for the construction on, under, above or adjacent to said Public Streets of other utilities and appurtenant facilities (“Other Utilities”) such as, but not limited to, electric, gas, telephone and cable, all of which shall be sufficient to serve the improvements to be constructed on the Property; and

WHEREAS, not later than December 31, 2006, Developer shall dedicate to the City the public street dedications necessary for purposes of dedicating the portion of the Easement Stubs located on the Property and, if then owned by Developer or its affiliate, the portion of the Easement Stubs located on the Expansion Lands, all as public streets, subject, however, to the City’s acceptance of said dedication; and

WHEREAS, pursuant to Resolution No. _____, the City has approved this Agreement and authorized the Commissioner of the Department of City Development (the

“Commissioner”) to execute on the City’s behalf this Agreement and any and all work authorizations and any and all consents and authorizations contemplated by this Agreement; and

WHEREAS, Developer has approved this Agreement;

NOW, THEREFORE, the City and Developer in consideration of the premises and the mutual promises and undertakings hereinafter contained, mutually agree and covenant as follows:

**I.
CITY ACTIVITIES**

1. RIVERWALK.

A. Reimbursement. Subject to the terms and conditions hereinafter set forth, the City shall reimburse the Developer pursuant to the Developer Budget and Reimbursement Schedule attached hereto as **EXHIBIT D**. The City reimbursement is to be disbursed to the Developer pursuant to the conditions set forth in Section B below and is to be used solely to fund the construction of the portion of Improvement located on the Property, except as otherwise set forth in Articles XV and XVI.

B. Conditions. No City reimbursement for the Improvement shall be disbursed to the Developer until:

(i) The Developer has received all federal, state and local agency approvals, including, but not limited to, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources, and the City of Milwaukee’s Board of Harbor Commissioners, City Plan Commission, and Departments of City Development, Public Works and Neighborhood Services, and the Historic Third Ward Architectural Review Board, which are necessary to undertake construction of the portion of the Improvement located on the Property.

(ii) The Commissioner or his/her designee has approved the final plans and specifications for the portion of the Improvement located on the Property.

(iii) The Commissioner or his/her designee has approved the final construction budget for the portion of the Improvement located on the Property. The Commissioner may from time to time approve changes in the construction budget and the construction schedule to the extent requested by Developer.

(iv) The Commissioner or his/her designee has approved all the contracts entered into by the Developer for the preparation of plans and specifications for the portion of the Improvement located on the Property.

(v) The Commissioner or his/her designee has approved all contracts and subcontracts for work in excess of \$100,000 entered into by the Developer to undertake the construction of the portion of the Improvement located on the Property, which approval shall not be unreasonably withheld, conditioned or delayed. However, all contracts and subcontracts shall be available for the City’s review at reasonable times upon reasonable prior notice.

(vi) The City has been granted the Riverwalk Easement Agreement (as hereinafter defined in Section II.1.I.) in substantially the form depicted on **EXHIBIT E**

In addition, the final payment by the City hereunder shall not be disbursed to the Developer until the Improvement's architect/engineer has certified in writing to the Commissioner that the portion of the Improvement located on the Property has been substantially completed in substantial accordance with the Commissioner approved plans and specifications and the costs for that portion of the Improvement located on the Property have been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702; provided, however, that progress payments equal to the City's proportionate share of costs incurred shall be disbursed by the City quarterly upon receipt of appropriate AIA forms certified by the architect/engineer indicating those costs for the Improvement that have been incurred by the Developer.

2. **PUBLIC STREETS.**

A. **Work by the City.** The City shall improve or construct the Public Streets and related sidewalk, landscape and lighting improvements, as appropriate, in accordance with City plans and specifications (the "Street Work"). The Street Work shall be conducted in a good and workmanlike manner; shall be paid for in full by the City when due, subject, however, to the City's right to specially assess the benefited properties as more particularly set forth herein; and shall be conducted in coordination with the work of Developer, its affiliates and the Condominium Association on the remainder of the Property and, if applicable, the Expansion Lands so as not to delay or unreasonably interfere with such work. All such Street Work shall be substantially complete and available for public access and use on or before June 1, 2005. If the City cannot perform such work and complete the Street Work within the timeframe indicated, then the City and Developer agree to enter into an "Out of Program" agreement whereby the Developer will be granted the right to complete the Street Work and receive reimbursement for the costs it incurs in conjunction therewith. The City and the Developer shall, in good faith and with due diligence, comply with the construction schedule for the proposed development on the Property (the "Construction Schedule") attached as **EXHIBIT F** and the City shall work in good faith and with due diligence to complete the Street Work to permit the timely construction, servicing and access of the improvements to be constructed on the Property and, if applicable, the Expansion Lands in accordance with the Construction Schedule.

B. **Cost.** The City shall pay the cost of all Street Work when due; provided, however, that the City shall have the right and authority to levy special assessments against those portions of the Property and the Expansion Lands directly adjacent to the Street Work at a rate per lineal foot equal to the City standard rate for similar public improvements. Except as set forth below, Developer shall pay for all such special assessments levied against those portions of the Property adjacent to the Street Work and the City shall not levy, assess or charge any other special assessments or other costs or fees in connection with the Street Work, other than as more particularly set forth in this subsection B. The City also agrees to take any and all actions which are necessary so that the special assessments in connection with the Easement Stubs shall reflect only 25% of the costs associated therewith, with the other 75% to be paid directly by the City.

C. Maintenance. The Public Streets shall be maintained, repaired and replaced by the City as needed and/or desirable in accordance with City standards for public streets. Any such maintenance, repair or replacement shall be undertaken in a manner so as not to unreasonably interfere with the use and operations of the Property and, if applicable, the Expansion Lands by the owners and occupants thereof. The City shall comply with any covenants, restrictions or easements encumbering, or restricting the Easement Stubs, including, without limitation, any deed notice or deed restrictions with the WDNR.

3. PUBLIC UTILITIES.

A. Work by the City. The City shall install all Public Utilities within the Public Streets sufficient in capacity, but excluding building service laterals, to service the improvements to be constructed on the Property and the Expansion Lands (the "Public Utility Work"). The Public Utility Work shall be conducted as part of the Street Work and shall be conducted in a good and workmanlike manner; shall be paid for in full by the City when due, subject to the City's right to specially assess the benefited properties as more particularly set forth herein; shall be conducted in coordination with the work of the Developer; shall be conducted in such a way as to facilitate the connection of said Public Utilities with any laterals constructed by the Developer serving the Property or the Expansion Lands; and shall be completed prior to or simultaneously with the Street Work within the time frames set forth therefor in Section 2.A. above.

B. Cost. The City shall pay the cost of the Public Utility Work; provided, however, that the City shall have the right and authority to levy special assessments against those portions of the Property or the Expansion Lands directly adjacent thereto and served thereby at a rate per lineal foot equal to the City's standard rate for similar public improvements.

C. Maintenance. The Public Utilities shall be maintained, repaired and replaced by the City as needed in accordance with City standards for public utilities. Any such maintenance, repair or replacement shall be undertaken in a manner so as not to unreasonably interfere with the use and operations of the Property and, if applicable, the Expansion Lands by the owners and occupants thereof. The City shall comply with any covenants, restrictions or easements encumbering, or restricting the Easement Stubs, including, without limitation, any deed notice or deed restrictions with the WDNR.

4. OTHER UTILITIES.

A. City Cooperation. The City shall cooperate with all other utility companies providing or intending to provide service to the Property or the Expansion Lands and shall permit, subject to the City's review and approval, all such other utility companies to install the Other Utilities within or immediately adjacent to the Public Streets and shall reasonably cooperate with such other utility companies to coordinate the City work and the work of said utility companies and shall permit ongoing access to the Other Utilities for connections, repairs, maintenance and replacements.

B. Cost. The City shall have no obligation to pay for any of the Other Utilities providing service to the Property or the Expansion Lands.

II.
DEVELOPER ACTIVITIES

1. RIVERWALK.

The Developer shall:

A. Right of Entry. Grant City the right to enter upon the Property as necessary to undertake any of City's obligations hereunder upon reasonable notice to Developer and provided that such entry shall be coordinated with any construction or other activity on, or use of, the Property and, if applicable, the Expansion Lands so as to not unreasonably interfere therewith.

B. Plans. Prepare or have prepared final plans and specifications for the portion of the Improvement located on the Property subject to the approval by the Commissioner or his/her designee as provided in I.1.B.(ii) above.

C. Budget. Prepare or have prepared a final construction budget for the portion of the Improvement located on the Property for approval by the Commissioner or his/her designee as provided in I.1.B.(iii) (the "Developer Budget and Reimbursement Schedule").

D. Permits and Approvals. Obtain and pay for all governmental permits, fees and approvals necessary to construct the portion of the Improvement located on the Property.

E. Work. Construct the portion of the Improvement located on the Property substantially in accordance with the approved plans and specifications.

F. Insurance. Provide insurance coverage (builder's risk, liability and property damage) reasonably satisfactory to the City on the portion of the Improvement located on the Property during construction and thereafter in accordance with the Riverwalk Easement Agreement.

G. Completion. Substantially complete the Improvement on the Property by December 31, 2006.

H. Special Assessments. Agree to waive notice and hearing on any special assessment charges under 66.60, Stats. (as the same may be renumbered from time to time), proposed to be levied and assessed by the City of Milwaukee for the initial construction of the riverwalk located on the Easement Stubs.

I. Maintenance. Own, operate and maintain those portions of the Improvement on the Property, including undertaking all necessary capital repairs and replacements, during the term of this Agreement and operate and maintain those portions of the Improvement on the Easement Stubs during the term of this Agreement. The Improvement shall be operated and maintained in accordance with normally recognized standards generally consistent with the standards for operation and maintenance applied to the privately owned portions of the Riverwalk system. The minimum maintenance standards are set forth in the Riverwalk Easement Agreement. The Developer reserves the right from time to time to close off

those portions of the Improvement on the Property (i) in order to prevent the acquisition of any adverse or prescriptive rights in the Improvement (but not more than once a year for not more than 24 hours at a time), (ii) for purposes of repair, replacement or maintenance, or (iii) in order to protect against unsafe conditions. Developer also shall have the right from time to time to close off those portions of the Improvement on the Easement Stubs (i) for purposes of repair, replacement or maintenance or (ii) in to protect against unsafe conditions.

J. Easements. On or before the execution hereof, provide the City with a recordable Grant of Easement Agreement (Riverwalk) for public access to those portions of the Improvement on the Property in substantially the form attached hereto as EXHIBIT E (the “Riverwalk Easement Agreement”).

III. CHANGES

No material changes in the type, placement or use of construction materials as indicated on the approved plans and specifications, shall be made by the Developer in the approved plans and specifications or in the manner in which Developer is obligated to operate and maintain the portion of the Improvement located on the Property, without prior written consent of the Commissioner or his/her designee.

IV. INSPECTIONS

1. IMPROVEMENT.

Developer and its contractor or subcontractor shall be solely responsible for the completion of the portion of the Improvement on the Property. Nothing contained in this paragraph shall create or affect any relationship between the City and any contractor or subcontractor employed by Developer in construction of the Improvement.

2. INSPECTIONS.

The City may make reasonable inspections, including but not limited to inspection by the City’s Department of Public Works, Department of City Development, and Department of Neighborhood Services, of the Improvement during the period of construction thereof, provided that such inspections do not interfere with the progress of the work or cause any damage thereto. In order to allow the City and City agencies to undertake these inspections in a meaningful fashion, the Developer shall provide a complete set of the plans and specifications as well as any change orders and shop drawings for that portion of the Improvement located on the Property.

3. FAILURE TO PERFORM.

In the event that the Commissioner determines, as a result of the inspections made by City representatives, that the Developer’s contractor or subcontractor are not constructing that portion of the Improvement located on the Property in substantial accordance with the approved plans and specifications, the Commissioner shall promptly inform the Developer in writing of the specific items which are not in substantial compliance with the plans and specifications; and the

Developer shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance. The Commissioner may withhold City reimbursement, until such corrective measures are completed in a satisfactory manner.

V. RECORDS

1. RECORDS.

The Developer shall keep accurate, full and complete books and accounts with respect to the cost of constructing that portion of the Improvement located on the Property, consistent with the approved budget, and shall include a provision in all of its contracts requiring its contractors and their subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of six years subsequent to the completion of the applicable portion of the Improvement.

2. INSPECTIONS.

The City Comptroller shall have the right, upon reasonable notice to the Developer, its contractor or subcontractors as the case may be, to examine the books and accounts of the Developer, its contractor or subcontractors during normal hours of business.

3. AS BUILT PLANS.

After substantial completion of the portion of the Improvement located on the Property, the Developer shall submit to the Commissioner a complete set of "As Built" plans and specifications therefor as well as a copy of all approved shop drawings.

VI. DBE REQUIREMENTS

In contracting for the construction of the portion of the Improvement located on the Property, the Developer shall comply on a best efforts basis with an 18% participation rate as measured by the value of subcontracts issued, for entities qualifying as a City Disadvantaged Business Enterprise, as established by the Commissioner in accordance with Chapter 360, Milwaukee Code of Ordinances.

VII. TERM

This Agreement shall terminate on December 31, 2103. The Riverwalk Easement Agreement shall be a permanent access easement running with the land.

**VIII.
DEFAULT**

If the Developer has not substantially completed that portion of the Improvement located on the Property by the time specified in Section II. above or has failed to substantially comply with any other obligation of Developer hereunder and the failure to substantially complete or to substantially comply is the Developer's fault and is for reasons within the Developer's control and not attributable to force majeure causes or problems in obtaining government permits (provided there was good faith and due diligence in pursuing such by the Developer), the City, as its sole remedy hereunder, shall have the right to terminate this Agreement if, within 60 days after receipt from the Commissioner of a notice of intent to terminate because of failure to substantially complete or to substantially comply with a specified obligation of Developer hereunder, Developer has not substantially completed that portion of the Improvement located on the Property or substantially complied with said obligation(s); provided, however, that if such failure cannot be cured within said 60-day period, then so long as Developer has taken all reasonable efforts to commence and diligently pursue said cure and continues to so diligently pursue said cure, Developer shall not be deemed in default hereunder. If the City terminates this Agreement pursuant to this provision, the City shall have no further obligation to provide the Developer with reimbursement and/or no further obligation to perform any other acts under this Agreement.

**IX.
CONFLICT OF INTEREST**

No Common Council member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**X.
WRITTEN NOTICES**

Any written notice required to be sent under this Agreement shall be sent via personal delivery or certified mail to the following individuals:

For the City:

Department of City Development
809 North Broadway
Milwaukee, Wisconsin 53202

For the Developer:

Mandel Riverfront Holdings I LLC
c/o Mandel Group, Inc.
111 East Wisconsin Avenue
Suite 1700
Milwaukee, WI 53202
Attention: Barry R. Mandel

**XI.
ASSIGNMENT**

Any assignment of the City's rights or obligations hereunder shall require the written consent of Developer; and until completion of the construction of the Improvement and the grant by Developer of the Riverwalk Easement Agreement, Developer may not assign any of its interest or obligations hereunder without the written consent of the City; provided, however, that, the Developer, with the consent of the City, may assign all or any portion of its interests and obligations hereunder to an affiliate of Developer with an interest in the Property or the Expansion Lands, to condominium unit owners and/or the condominium association having interest in any portion of the Property and/or to any mortgagee(s) of all or any portion of the Property or any portion of the Expansion Lands.

**XII.
NO THIRD-PARTY BENEFICIARIES**

The parties agree that no third party shall have any rights to enforce the provisions of this Agreement and that no third party shall be deemed to be a "third-party beneficiary" under this Agreement.

**XIII.
FORCE MAJEURE**

The time period set forth herein for the performance of obligations by either party hereto shall be extended one day for each day said performance was delayed for reasons of inclement weather, labor unrest or strikes, material shortages, acts of God, terrorism, sabotage, failure or delays in obtaining approvals or permits, and any other acts beyond the reasonable control of said party.

**XIV.
COOPERATION**

The City agrees to cooperate with the Developer and the owner from time to time of any portion of the Property and/or the Expansion Lands in connection with obtaining all approvals, licenses, permits and consents necessary or desirable for the construction, completion and operation of the development as depicted on **EXHIBIT C** attached hereto, including, without limitation, the construction, development and maintenance of a dock wall and boat docks and slips (if any).

**XV.
FUTURE PHASES: MIAD CONNECTOR**

1. **PHASES: BUDGETS.**

Included in the Developer Budget and Reimbursement Schedule attached hereto as **EXHIBIT D** are separate budgets and schedules for the portion of the Improvement to be situated on the Property; for the construction of the portion of the Improvement to be situated on the Expansion Lands, and for the construction of a riverwalk extending westerly from the

Property under the Broadway Street bridge and connecting to the existing riverwalk improvements adjacent to the MIAD building (the "MIAD Connector").

2. PROPERTY.

Developer shall construct the portion of the Improvement situated on the Property upon execution of this Agreement in accordance with the terms and provisions hereof.

3. EXPANSION LANDS.

Upon acquisition of the Expansion Lands by Developer or its assignee and upon the commencement of development and construction activities on the Expansion Lands, Developer and the Commissioner shall enter into a work authorization under this Agreement (which work authorization shall include an updated Developer Budget and Reimbursement Schedule) as more particularly described in Article XVI hereof and the Developer or its assignee shall construct that portion of the Improvement situated on the Property in accordance with the terms of Article XVI and the applicable terms of this Agreement.

4. MIAD CONNECTOR.

Upon notice from the City of its request that Developer construct the MIAD Connector, which notice shall be given, if at all, within 3 years after the recording of this Agreement, the Commissioner and Developer will enter into a work authorization under this Agreement (which work authorization shall include an updated Developer Budget and Reimbursement Schedule) that authorizes Developer to construct the MIAD Connector. The Developer and Commissioner agree to include within any work authorization hereof equitable adjustments to the Budget for the MIAD Connector to reflect the passage of time and increases in the cost of labor, materials, engineering and architectural services and other costs. The work authorization for the MIAD Connector shall specifically submit the riverwalk and improvements to be constructed on the MIAD Connector to the construction related terms and conditions of this Agreement, in particular, but without limitation, that the City agrees to pay 100% of the cost of the MIAD Connector as set forth on the updated Developer Budget and Reimbursement Schedule for MIAD Connector, but shall specifically provide that Developer and its successors and assigns shall have no liability, whatsoever, for the maintenance, repair, replacement, restoration or the insurance for the MIAD Connector. Developer's only obligations hereunder with respect to the MIAD Connector is the construction thereof.

**XVI.
EXPANSION LANDS**

Certain of the riverwalk as depicted in the attached exhibits and described herein are located on the Expansion Lands. Until such time as the Developer or its affiliate has acquired the Expansion Lands and commenced development and construction activities on the Expansion Lands, the provisions of this Agreement relative to the Expansion Lands shall not be enforceable against Developer, or any current or future owner of the Expansion Lands or any other party having any right, title or interest in or to the Expansion Lands and the obligations and responsibilities of the parties hereunder shall be exclusive to, applicable to and enforceable only as to the Property. The Developer hereby represents and warrants that it is the optionee under a

certain option to purchase agreement with the current owner of the Expansion Lands, and has the unilateral right to acquire the Expansion Lands pursuant to said option agreement.

At such time as the Developer acquires the Expansion Lands and prior to commencing any material development and construction activities on the Expansion Lands, the Commissioner and Developer or its assignee agree to enter into a work authorization under this Agreement specifically submitting the Expansion Lands to the applicable terms and conditions hereof and establishing a final budget and schedule for the completion of the portion of the Improvement on the Expansion Lands. The work authorization shall provide for the equitable adjustment of the applicable Developer's budget to reflect the passage of time and any increases in the cost of labor, materials, engineering and architects services and other costs. The work authorization shall specifically provide that the City shall be responsible for paying 75% of the cost of the Improvement to be constructed on the Expansion Lands, excluding the Easement Stubs, and 100% of the cost of the Improvement to be constructed on the Easement Stubs in accordance with the updated Developer Budget and Reimbursement Schedule.

Until such time as the above-described work authorization for that portion of the Improvement located on the Expansion Lands is executed by the parties, the City shall have no obligation to undertake and complete any Street Work situated immediately adjacent to the Expansion Lands and located in the following rights-of-way: Erie Street; Jefferson Street extended; and the easterly ½ of Milwaukee Street extended. The City shall complete such Street Work within eight (8) months after the execution of such work authorization.

XVII. MISCELLANEOUS APPROVALS AND PROVISIONS

The Improvement located on the Property and the MIAD Connector are located within the fifty (50) foot bridge encroachment setback line as maintained by the City of Milwaukee Bureau of Engineers for the Broadway Street bridge. By the approval and execution of this Agreement, the City hereby consents to and hereby permits the construction of the Improvement and the MIAD Connector within the bridge encroachment setback zone.

Certain of the private improvements to be constructed on the Property encroach into the East Erie Street and North Broadway Street public rights-of-way. Those improvements consist of entrance stairs and handicap ramps as depicted on the attached **EXHIBIT G**. By approval of this Agreement, the City hereby approves and grants a special privilege permit for such improvements and the installation, maintenance, repair, replacement and restoration thereof, subject to any normal and customary charges or fees that may be due and owing from Developer, based on consistently applied normal and customary municipal policies and fee schedules.

The private improvements located on the Property include an historic canopy along the Erie Street elevation of the existing building, which will be substantially rebuilt to its original dimensions. The City agrees that this canopy qualifies under S. 245-7.9 of the Municipal Code "Fixed Awnings in the Historic Third Ward" which provides, in part, that "Such awning may also be repaired, altered or replaced without a special privilege...."

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF MILWAUKEE

Name: _____
Rocky Marcoux, Commissioner of the
Department of City Development

MANDEL RIVERFRONT HOLDINGS I LLC

Barry Mandel, Manager

Approved as to content this
____ day of _____, 2004.

Special Deputy City Attorney

EXHIBIT A

Milwaukee River Design Guidelines

EXHIBIT B

Survey/Site Plan Depicting Property and Location of Riverwalk Easement

EXHIBIT C

Neighborhood Plans: Depiction of Public Street Improvements and Easements

EXHIBIT D

Developer Budget and Reimbursement Schedule

Detailed Budget to be inserted. City contribution not to exceed amount of \$2,459,213.

EXHIBIT E

Grant of Easement Agreement (Riverwalk)

EXHIBIT F

Construction Schedule

EXHIBIT G

Special Privilege Improvement Plans

EXHIBIT H

Legal Description of Property

EXHIBIT I

Legal Description of Expansion Lands