

**130 SOUTH WATER STREET
RIVERWALK DEVELOPMENT AGREEMENT**

This Agreement is made this ____ day of _____, 2002, by and between the City of Milwaukee ("City") and Walker's Point, LLC, a Wisconsin corporation ("Developer").

Witnesseth:

Whereas, The Developer is the owner of certain property located at 130 South Water Street, Milwaukee, Wisconsin (the "Property," as more particularly described on Exhibit A); and

Whereas, The Property fronts on the south bank of the Milwaukee River; and

Whereas, The Developer is desirous of undertaking the construction of a riverwalk ("Riverwalk Improvement"). The Riverwalk Improvement will comply with the Milwaukee River Design Guidelines (attached hereto as Exhibit B). The Riverwalk Improvement is more particularly described on Exhibit C attached hereto and is adjacent to Developer's building on the Property; and

Whereas, Developer will maintain and operate the Riverwalk Improvement, including making the Riverwalk Improvement available for use by members of the general public; and

Whereas, The Riverwalk Improvement will constitute a portion of the overall riverwalk system which is intended to

eventually cover a good portion of the Milwaukee River flowing from the harbor entrance to the former North Avenue Dam area; and because of the Developer's willingness to make the Riverwalk Improvement available to members of the public, the Riverwalk Improvement will serve the public purpose of affording members of the public the opportunity to more fully enjoy the valuable river resource; and

Whereas, Because of the public purpose served by the construction and operation of the Riverwalk Improvement, the City is willing to make a grant to the Developer in an amount not to exceed \$249,000 ("City Grant") to be used by the Developer to fund approximately 75% of the cost of constructing the Riverwalk Improvement; and

Whereas, The Common Council via Resolution No. _____ adopted _____ has approved this Agreement and authorized the proper City officers to execute the Agreement on the City's behalf; and

Whereas, The Developer has approved this Agreement;

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

I.

CITY ACTIVITIES

A. Subject to the terms and conditions hereinafter set forth, the City grants to the Developer an amount not to exceed 75% of the cost of the Riverwalk Improvement, but in no case exceeding \$249,000 ("City Grant"). The City Grant is to be disbursed to the Developer pursuant to the conditions set forth in Section B and is to be used solely to fund the construction of the Riverwalk Improvement.

B. No portion of the City Grant shall be disbursed to the Developer until:

1. 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's Board of Harbor Commissioners, which are necessary to undertake construction of the Riverwalk Improvement.

2. The Commissioner of the Department of City Development ("Commissioner") has approved the final plans and specifications for the Riverwalk Improvement.

3. The Commissioner has approved the final construction budget for the Riverwalk Improvement.

4. The Commissioner has approved all the contracts entered into by the Developer for the preparation of plans and specifications for the Riverwalk Improvement.

5. The Commissioner has approved all contracts and subcontracts entered into by the Developer to undertake the construction of the Riverwalk Improvement.

6. The Riverwalk Improvement's architect/engineer has certified in writing to the Commissioner that the Riverwalk Improvement has been completed in accordance with the Commissioner approved plans and specifications and the Riverwalk Improvement costs have been fully substantiated by the Developer on appropriate AIA forms such as AIA Document G702.

7. The City has accepted an easement in a form depicted on Exhibit D.

II.

DEVELOPER ACTIVITIES

A. The Developer shall:

1. Prepare or have prepared final plans and specifications for the Riverwalk Improvement subject to the approval by the Commissioner as provided in Section I.B.1.

2. Prepare or have prepared a final construction budget for the Riverwalk Improvement for approval by the Commissioner as provided in Section I.B.2.

3. Obtain and pay for all governmental permits and approvals necessary to construct the Riverwalk Improvement.

4. Construct the Riverwalk Improvement in accordance with the approved plans and specifications.

5. Substantially complete the Riverwalk Improvement by _____.

6. Own, operate and maintain the Riverwalk Improvement, including undertaking all necessary capital repairs and replacements, during the term of this Agreement. The Riverwalk Improvement shall be operated and maintained in accordance with normally recognized standards for a first class commercial facility. The minimum maintenance standards are set forth in the Grant of Easement attached as Exhibit D. The Developer reserves the right to periodically (i.e., not more than once a year for not more than 24 hours at a time) close off the Riverwalk Improvement in order to prevent the acquisition of any adverse or prescriptive rights in the Riverwalk Improvement.

7. When the Riverwalk Improvement is completed, as indicated by the project architect/engineer's certification as referenced in Section I.B.6, provide the City with a recordable Grant of Easement substantially in the form attached as Exhibit D.

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 they are obligated to operate and maintain the Riverwalk Improvement, without prior written consent of the Commissioner. Any changes approved by the Commissioner shall not increase the City Grant unless such increase has been approved by the City.

IV.

INSPECTIONS

A. Developer and its contractor or subcontractor shall be solely responsible for the completion of the Riverwalk Improvement. 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 Riverwalk Improvement.

B. 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 Building Inspection, of the Riverwalk Improvement during the period of construction thereof, provided that such inspections do not interfere with the progress of the work. 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 plans and specifications as well as any change orders and shop drawings.

C. 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 the Riverwalk Improvement in accordance with the approved plans and specifications, the Commissioner shall promptly inform the Developer of the noncompliance 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 payments of the City Grant fund, until such corrective measures are commenced in a satisfactory manner.

V.

RECORDS

A. The Developer shall keep accurate, full and complete books and accounts with respect to the cost of constructing the Riverwalk Improvement, 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 Riverwalk Improvement.

B. 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.

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

VI.

DBE REQUIREMENTS

In contracting for the construction of the Riverwalk Improvement, the Developer shall comply with an 18% City Disadvantaged Business Enterprise requirement, as established by the Commissioner in accordance with Chapter 360, Milwaukee Code of Ordinances.

VII.

TERM

This Agreement shall terminate on _____. The Grant of Easement for public access attached hereto as Exhibit D shall be a permanent access easement running with the land.

VIII.

DEFAULT

If the Developer has not substantially completed the Riverwalk Improvement by the time specified in Section II.A.5. and the failure to substantially complete was either the Developer's fault and/or was for reasons within the Developer's control, the City 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, Developer has not substantially completed the Riverwalk Improvement. If the City terminates this Agreement pursuant to this provision, the City shall have no further obligation to provide the Developer with the City Grant and/or no further obligation to perform any other acts under this Agreement.

IX.

CONFLICT OF INTEREST

No 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 to the following individuals:

For the City:

Julie A. Penman
Commissioner
Department of City Development
809 North Broadway
Milwaukee, Wisconsin

For the Developer:

XI.

ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without the written consent of the other party.

In Witness Whereof, The parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

WALKER'S POINT, LLC

IN THE PRESENCE OF:

Approved as to content this
____ day of _____, 2002.

Special Deputy City Attorney

Approved as to form and execution
this ____ day of _____, 2002.

Special Deputy City Attorney

PBMCD:dms
7/22/02
1050-2002-2032
55862

Exhibit A
to

Riverwalk Development Agreement

Property

(map and description being prepared)

**Exhibit "B" to Riverwalk Development Agreement
RiverWalk Design Guidelines
City of Milwaukee**

1. Building facades should contain architectural features such as doors and windows, which improve their appearance and provide a pleasant pedestrian environment.
2. Site features which detract from the use and redevelopment of the river's edge will be discouraged. Features such as blank walls; chainlink fencing, barbed razor or concertina wire; utility doors and staircases; service drives; loading docks; parking areas; outdoor storage; electrical or mechanical equipment; trash containers or other building maintenance facilities or equipment; ventilator exhausts; and concrete road barriers and guardrails, if required by necessity shall be screened from river areas.
3. Where a soft river edge still exists along the Middle River, preserve natural riverbanks and historic elements of the built environment where feasible.
4. Where historic buildings exist along the River, preserve those historic elements of the built environment.
5. RiverWalk landscaping should include native species of trees, plants and shrubs with trees planted, in order of preference, in the ground, in box-outs with protective guards and grates, or in planters.
6. RiverWalk landscaping should emphasize plant species, which provide year-round interest.
7. RiverWalks should be on the land side of the River where feasible. To provide space for amenities such as benches, planters, light poles, trash containers, trees and railings, RiverWalks should typically be 12 feet wide at 0 to 5 percent slope with a minimum 8 foot unobstructed corridor and be open to the general public 24 hours a day at no charge.
8. If land-side RiverWalks are not feasible, walkways that float on or extend over the water may be considered if they do not obstruct navigation, and do not have permanent roofs, and match the high quality of permanent RiverWalks.
9. Special amenity/activity areas are encouraged but shall be limited to a maximum of 3,200 square feet, must be open to the general public, shall not block pedestrian movements on the RiverWalk and shall not encroach into navigable waters.
10. RiverWalks must be passable year-round and be handicapped accessible.
11. Walkways, seating areas and other high traffic areas should complement adjacent buildings and neighborhoods, be aesthetically pleasing and pedestrian-friendly, and should be paved with brick, tile, stone, decorative concrete or other attractive hard material; avoiding large expanses of slab concrete or asphalt.
12. Lighting units shall be Milwaukee Harp fixtures providing illumination in accordance with standards recommended by the Illuminating Engineering Society of North America (IES) and approved by the Commissioner of Public Works.
13. All segments of the RiverWalk shall be designed to connect to future portions of the RiverWalk system or to connect to adjacent portions of the existing RiverWalk system.
14. Structures built within 50 feet of bridges must not obstruct bridge maintenance.
15. Floating RiverWalks will be permitted under bridges if a minimum 7-foot clearance can be maintained and if the connection will not obstruct navigation or bridge operations.
16. Finger piers will only be permitted where they will not obstruct navigation or do not extend more than 40 feet from the dockline.
17. Temporary moorings (less than 4 hours) for water taxis and tour boats will be permitted riverward of any amenity/activity area subject to navigation restrictions.
18. Parking adjacent to the River is strongly discouraged. Parking areas, service drives, loading docks and outdoor storage areas shall provide an appropriate buffer of at least 5 feet in width, meeting the standards of Section 295-75 of the Code and located between said parking area and the river/RiverWalk. Parking areas shall be set back from the dockwall at least 25 feet and shall also devote at least 3.33 percent of their area to interior landscaping.
19. Temporary RiverWalks are meant to provide connections between existing and/or proposed RiverWalks when the area of the connection is not ready for development of a full-scale RiverWalk. Such connections may be approved at a lower standard than permanent RiverWalks if the proponent can demonstrate that the proposed temporary RiverWalk is truly temporary, that the temporary RiverWalk will not provide direct pedestrian access to the property on which it is located or attached or be utilized in any manner by that property including boat moorings, docks, tables or chairs, and the design of the temporary RiverWalk is generally consistent with the intent of these design guidelines.

EXHIBIT C

[Description of Riverwalk Improvement]

THE WATERFRONT

COST OF RIVERWALK

Project #8460.00

R E N N E R
a r c h i t e c t s l l c

	Cost of Elements in Public Right-of-Way	Cost of Elements within Boundaries of the Site	Cost of Sheet Piles
2222 EXCAVATING			
Earth work associated with ramp and stair to riverwalk (allowance)	15,000		
Subtotal	15,000	0	0
2462 PILES			
Dick Zirbel of Gillen (#769-9120) says new dock wall costs \$1,350/lf 100 lf @ \$1,350/lf			135,000
Per Dick Zirbel, the cost to repair the existing dock wall by installing a new in-board anchorage system comprised of a double channel inside the wall with a tie rod secured to a pile 4'-0" on center is \$500/lf x 200 lf = \$100,000			100,000
Subtotal	0	0	235,000
2520 CONCRETE PAVING			
Decorative riverwalk paving on 8" structural slab at riverwalk 4,400 sf @ \$8.50/sf		37,400	
Concrete wall cap at sheet pile wall 360 lf @ \$18/lf		6,480	
Ramp slab for access to riverwalk 960 sf @ \$7.50/sf	7,200		
Stairs to riverwalk 96 lf nosing @ \$45/lf	4,320		
Subtotal	11,520	43,880	0
2830 FENCES			
Guardrail at riverwalk 380 lf @ \$110/lf		41,800	
Gates with key pads 11 @ \$450 ea.		4,950	
Subtotal	0	46,750	0
2900 LANDSCAPING			
Ivy in planters (allowance)		1,000	
Restore landscaping in public right-of-way (allowance)	1,500		
Subtotal	1,500	1,000	0
3001 CONCRETE			
Remove existing concrete railing at bridge for riverwalk and patch (allowance)	3,500		
New structure to support stair to riverwalk 12 cy @ \$475/cy	5,700		
Retaining walls for ramp to riverwalk 112 cy @ \$425/cy	47,600		
Subtotal	56,800	0	0
5500 METAL FABRICATIONS			
Galvanized steel planter boxes 24 @ \$250 ea.		6,000	

R E N N E R *a r c h i t e c t s* L L C

THE WATERFRONT
COST OF RIVERWALK
 Project #8460.00

	Cost of Elements in Public Right-of-Way	Cost of Elements within Boundaries of the Site	Cost of Sheet Piles
Railings for ramp and stair to riverwalk 440 lf @ \$40/lf	17,600		
Guardrail at ramp and stair to riverwalk 210 lf @ \$110/lf	23,100		
Modifications to existing bridge rail (allowance)	750		
Subtotal	41,450	6,000	0
12000 FURNISHING			
Benches 8 @ \$1,500 ea. 8 @ \$1,500 ea.		12,000	
Subtotal	0	12,000	0
16000 ELECTRICAL			
Riverwalk harp lights and wall brackets 9 @ \$800 ea.		7,200	
Lights for the riverwalk below decks and lights for ramp 20 @ \$300 ea.		6,000	
Subtotal	0	13,200	0
SUBTOTAL DIVISIONS 1-16	126,270	122,830	235,000
Contractor's fee and general requirements for obtaining bids, signing subcontracts and coordinating work @ 12%	15,152	14,740	28,200
Architectural and structural engineering fee for building, assuming mechanical and electrical work is design build, @ 7%	9,900	9,630	18,424
Expenses for fax transmittals, computer plots, photographs, presentation boards, printing, travel, state fees and permits, etc.		1,500	
Contingency for unforeseen conditions and changes @ 10%	15,132	14,720	28,162
TOTAL	* 166,454	** 163,419	309,786

639,660

* This amount to be borne 100% by the City
 ** This amount to be borne 50% by the City

EXHIBIT D

Grant of Easement Agreement

55865

GRANT OF EASEMENT AGREEMENT
(Riverwalk)

This Grant of Easement Agreement is made as of _____, 2002, by and between Walker's Point, LLC ("Grantor") and the City of Milwaukee ("Grantee").

Whereas, Grantor is the owner of certain property located along the Milwaukee River in the City of Milwaukee, State of Wisconsin more particularly described on _____ and as set forth on Exhibit A attached hereto (the "Property"); and

Whereas, Pursuant to the terms of a Riverwalk Development Agreement ("Development Agreement") by and between Grantor and Grantee, a certain riverwalk improvement as identified as Exhibit C to the Development Agreement and on Exhibit B attached hereto (the "Riverwalk Improvement") will be constructed on a portion of the Property and will become part of the Property; and

Whereas, The parties hereto acknowledge that the Riverwalk Improvement is part of a comprehensive, publicly accessible Riverwalk System (the "Riverwalk System") and that it is desirable that the components of the Riverwalk System be generally compatible in design and appearance and generally uniform in maintenance and usage; and

Whereas, The Development Agreement imposes upon Grantor certain responsibilities with respect to the development, maintenance and repair of the Riverwalk Improvement; and

Whereas, In consideration of payment for a portion of the construction costs of the Riverwalk Improvement, the Development Agreement requires that the Grantor (i) convey to Grantee the easement rights specified in this Agreement, and (ii) agree to the covenants, restrictions and obligations imposed by this Agreement.

Now, Therefore, In consideration of the above recitals and the terms and conditions of the Development Agreement, Grantor and Grantee agree to the following:

1. Grantor hereby conveys to Grantee, upon completion of the Riverwalk Improvement or at any time thereafter, a nonexclusive easement upon and across the Riverwalk Improvement and, subject to the limitations set forth in Paragraph 3 of this Agreement and solely to the extent reasonably necessary to carry out the activities described in Subparagraph (b) below, upon and across other portions of the Property, for the following purposes:

(a) Pedestrian access, for the benefit of the public, across the entire length of the Riverwalk Improvement as shown on Exhibit B attached hereto in accordance with the terms of this Agreement, provided, however, that the public pedestrian access granted herein across the designated walkway shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor; and

(b) Maintenance, repair and/or replacement of all or any portion of the Riverwalk Improvement by Grantee in accordance with the terms of this Agreement; and

(c) Installation and removal of holiday, seasonal or thematic decorations, banners, plantings and similar items (collectively, the "Decorations") by Grantee in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain (a) comprehensive liability insurance, naming the Grantee and its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of the Riverwalk Improvement and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased or decreased every ten (10) years, with any such adjustment being proportionate to the then current economic conditions.

Grantor shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this agreement, and providing that the insurance company will furnish the Grantee with a thirty (30) days written notice of cancellation, non-renewal, or material change.

3. Grantor shall be responsible to maintain the Riverwalk Improvement in accordance with the maintenance standards set forth on Exhibit C attached hereto and shall undertake all necessary capital repairs and replacements when and as necessary (with the exception of repairs and replacements necessitated by defects in original workmanship or design and covered by the construction warranty provisions set forth in the Development Agreement). If Grantor fails to maintain the Riverwalk Improvement in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may perform such work and shall be reimbursed for all reasonable costs incurred in performing such work. Should Grantor fail to reimburse the Grantee for such work, the Grantee shall be entitled to record a lien against the Property. In the event that the Grantee has assigned its interest in this Agreement to the City, the City may perform such work. In the event the City performs such work, the Grantor hereby agrees that the City shall have the right to specially charge the Property under the 66.0627, Stats. provisions. Should the City need to proceed with such special charges under 66.0627, Stats., Grantor hereby waives notice and hearing on such charges. In exercising its right to maintain, repair and/or

replace the Riverwalk Improvement, Grantee shall, to the extent both possible and practical, perform all necessary work from adjacent portions of the Riverwalk System and/or from the Milwaukee River and shall not unreasonably or materially disrupt or interfere with access to the Property and the operations of Grantor and any tenant, licensee or occupant on the Property. Grantee shall notify Grantor in advance of Grantee's needs to enter upon the Property, specifying the scope and duration of such entry.

4. Grantor shall, at all times, make the nonexclusive easement area of the Riverwalk Improvement available for use by members of the public, except for such times as such walkway must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the walkway in order to prevent the acquisition of any adverse or prescriptive rights.

5. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the nonexclusive easement area of the Riverwalk Improvement by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to riverwalks throughout the Riverwalk System and shall be effective upon delivery of a copy of same to Grantor. Grantor shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to the Riverwalk Improvement. Grantee covenants that it shall require all grantors of riverwalk easements to Grantee to expend reasonable efforts for the enforcement of such rules and regulations. Grantor shall have the right to promulgate and enforce its own rules and regulations governing the use of the Riverwalk Improvement by the public; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit C or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit C or the rules and regulations promulgated by Grantee shall control.

6. Grantee shall have the right from time to time, and upon at least 72 hours prior written notice to Grantor, to enter upon the Riverwalk Improvement to install and/or remove Decorations. Such installations and removals shall not unreasonably or materially interfere with the lawful use of the Property by Grantor or any tenant, licensee or occupant of the Property and shall be at Grantee's sole expense.

7. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Riverwalk Improvement (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvement).

8. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvement or make any changes to the color scheme of the Riverwalk Improvement as originally installed without the prior written consent of Grantee. Further, Grantor shall not install any decorative elements or attach any fixtures to or upon the Riverwalk Improvement without the prior written consent of Grantee. Any request by Grantor for installation of decorative elements or attachment of fixtures must be in writing, and Grantee's Commissioner of the Department of City Development ("Commissioner"), shall approve or disapprove such request in writing within 15 business days following receipt. Failure of the Commissioner to

deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, Grantee shall not make any changes to the Riverwalk Improvement without the prior written approval of Grantor.

9. This Agreement is a permanent public access easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

10. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

Walker's Point, LLC

To Grantee:

Commissioner
Department of City Development
809 N. Broadway
Milwaukee, WI 53202

11. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.

12. This Agreement may be amended only by a written instrument executed by both Grantee and Grantor.

In Witness Whereof, the Grantor and Grantee have hereunto set their hands and seals on this ____ day of _____, 2002.

GRANTOR:
WALKER'S POINT, LLC

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 2002 by _____, the Mayor of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 2002 by _____, the City Clerk of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 2002 by _____, the Comptroller of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by the City of Milwaukee, Patrick B. McDonnell, Special Deputy City Attorney.

1050-2002-2032
55866

Exhibit A
to

Grant of Easement

Property

(map and description being prepared)

THE WATERFRONT
COST OF RIVERWALK
 Project #8460.00

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R E N N E R
a r c h i t e c t s L L C

THE WATERFRONT
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↓
639,660

* This amount to be borne 100% by the City
 **This amount to be borne 50% by the City

Exhibit C
to
Grant of Easement

Riverwalk Maintenance Standards

1. Open for use by the general public at all times except as it relates to adverse possession and times of maintenance and repair.
2. Keep Property generally clean of litter on a daily basis.
 - Empty trash receptacles as necessary
3. Keep benches and other amenities in good, safe repair at all times.
4. Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
 - Remove graffiti as soon as practical (as weather permits).
5. Properly maintain all landscaping in a manner acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
6. Keep all riverwalk lights in good repair and lit in a manner consistent with the pedestrian lighting in the City of Milwaukee.