

**200 SOUTH WATER STREET
RIVERWALK DEVELOPMENT AGREEMENT**

This Agreement is made this ____ day of _____, 2002, by and between the City of Milwaukee ("City") and the Water Street Development Corporation, a Wisconsin corporation ("Developer").

Witnesseth:

Whereas, The Developer is the owner of certain property located at 200 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 just west of the Broadway Bridge; 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 \$118,000 ("City Grant") to be used by the Developer to fund approximately 50% of the cost of constructing the Riverwalk Improvement; and

Whereas, The Common Council via Resolution No. 020576 adopted August 1, 2002 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 50% of the cost of the Riverwalk Improvement, but in no case exceeding \$118,000 ("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 December 31, 2005.

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 December 31, 2006. 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:

David Zazove
Water Street Development Corp.
c/o Tandem Realty Corp.
3047 North Lincoln Avenue
Chicago, IL 60657

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

IN THE PRESENCE OF:

WATER STREET DEVELOPMENT
CORPORATION

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
5/13/02

1050-2002-1367
53581

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; chain link 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 dock line.
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 restriction.
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

**Proposed Riverwalk
200 South Water Street**

Water Street Development Corp. proposes to construct a new riverwalk along the south bank of the river on the property located at 200 South Water Street. The construction would take place in 2 phases, in conjunction with the condominium development at the same location. The first phase, adjacent to the existing building on the site, would be 195 feet long. The second phase, continuing east to the Pittsburgh Street Bridge, would be 114 feet long, and will connect to the bridge via a handicap accessible ramp. Construction will be poured concrete, with colored accent bands aligned with the building piers. There will be a steel picket railing along the entire length of the riverwalk and the ramp. The first phase will be lighted by five harp lights, alternating between banners and hanging planters. The second phase will add three additional harp lights, five planters along the face of the new building, and wooden benches underneath the planters.

**Proposed Budget
Riverwalk
200-210 S. Water Street**

	Phase I 200 South Water	Phase II 210 South Water
Architect	\$3,500	\$3,500
Demolition	\$5,100	\$5,000
Construction	\$106,787	\$100,322
Developer Fee	\$5,769	\$5,441
Totals	\$121,156	\$114,263

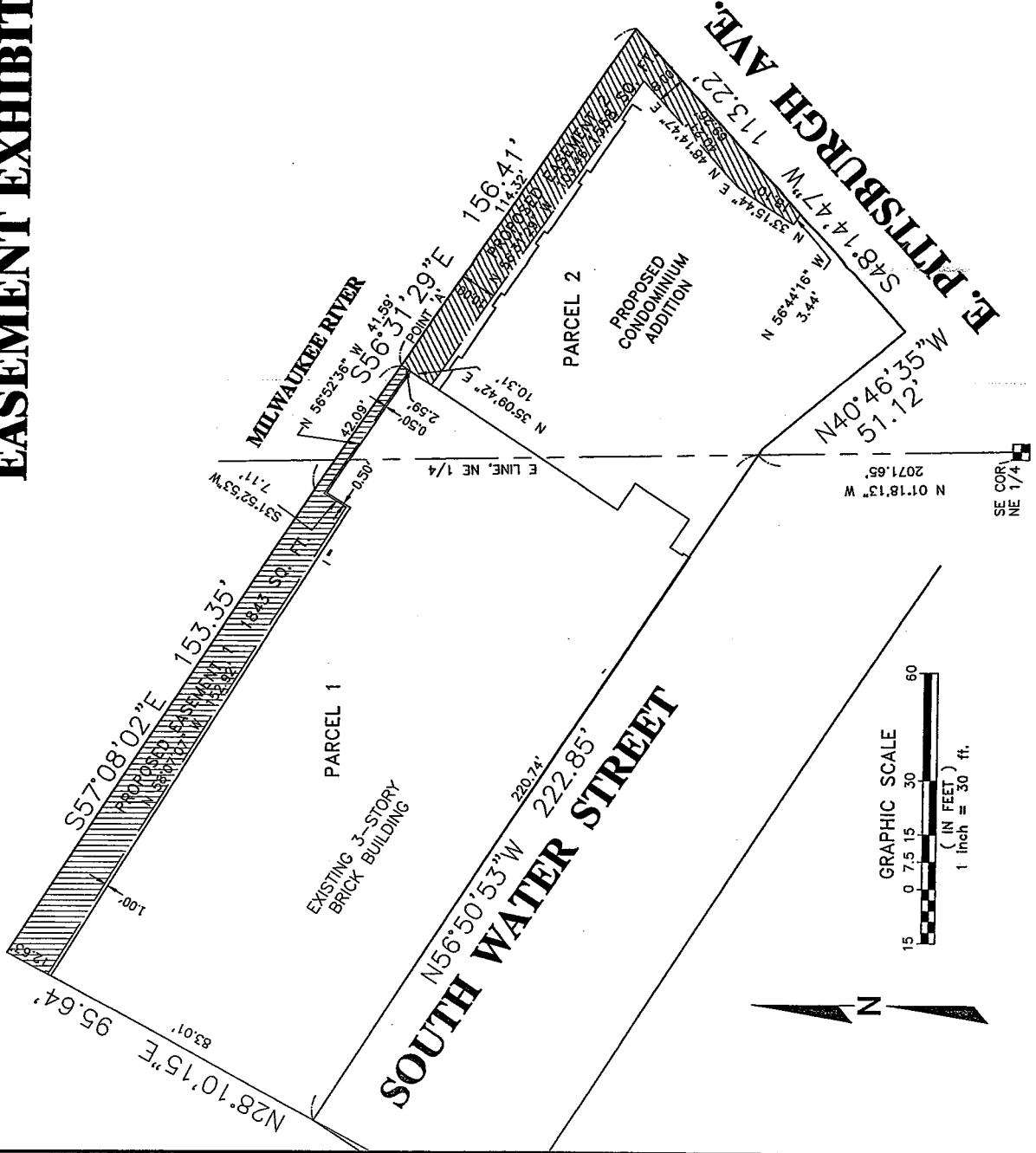
EASEMENT EXHIBIT

SITUATED AT 302 E. PITTSBURGH AVENUE, CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN

EASEMENT 1
 BEING A PART OF LOT 1, BLOCK 1 IN WALKER'S POINT SUBDIVISION,
 BLOCK 53 IN THE SUBDIVISION OF LOTS 3 AND 5 AND ACCRUED LANDS
 BETWEEN SAID SUBDIVISION AND THE ESTABLISHED DOCK LINE OF THE
 MILWAUKEE RIVER, IN THE NORTHEAST 1/4 OF SECTION 32 AND THE
 NORTHWEST 1/4 OF SECTION 33, ALL IN THE CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF
 SECTION 32; THENCE NORTH 01°18'13" WEST ALONG THE EAST LINE OF
 SAID NORTHEAST 1/4 SECTION 2071.65 FEET TO A POINT IN THE EAST
 LINE OF SAID WATER STREET; THENCE NORTH 56°50'53" WEST ALONG
 SAID EAST LINE 220.74 FEET TO A POINT; THENCE NORTH 28°10'15"
 EAST 83.01 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE
 DESCRIBED; THENCE CONTINUING NORTH 28°10'15" EAST 12.63 FEET TO
 A POINT IN THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER;
 THENCE SOUTH 57°08'02" EAST ALONG THE WESTERLY DOCK LINE OF
 THE MILWAUKEE RIVER 153.35 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID DOCK LINE SOUTH 56°31'29" EAST 42.89 FEET TO POINT
 "A" BEING THE NORTHEASTERLY CORNER OF PARCEL "1"; THENCE SOUTH
 35°09'42" WEST 2.59 FEET TO A POINT, 0.50 FEET AS MEASURED
 NORMAL TO THE NORTHEASTERLY BUILDING WALL; THENCE NORTH
 56°52'36" WEST AND PARALLEL WITH SAID WALL 41.59 FEET TO A
 POINT; THENCE SOUTH 31°52'53" WEST AND PARALLEL WITH A BUILDING
 WALL 7.11 FEET; THENCE NORTH 58°07'07" WEST PARALLEL WITH AND 1
 FOOT NORTHEASTERLY AS MEASURED NORMAL TO A BUILDING WALL
 152.92 FEET TO THE POINT OF BEGINNING.
 SAID LANDS CONTAIN 1,843 SQUARE FEET.

EASEMENT 2
 BEING A PART OF BLOCK 53 IN THE SUBDIVISION OF LOTS 3 AND 5, A
 PORTION OF VACATED EAST PITTSBURGH AVENUE AND ACCRUED LANDS
 BETWEEN SAID SUBDIVISION AND STREET AND THE WESTERLY DOCK LINE
 OF THE MILWAUKEE RIVER IN THE CITY OF MILWAUKEE, MILWAUKEE
 COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT AFORESAID POINT "A", SAID POINT BEING THE POINT OF
 BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 56°31'29" EAST
 ALONG THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER 114.32
 FEET TO A POINT; THENCE SOUTH 48°14'47" WEST 69.26 FEET TO A
 POINT; THENCE NORTH 56°44'16" WEST 3.44 FEET TO A POINT; THENCE
 NORTH 33°15'44" EAST 18.10 FEET TO A POINT; THENCE NORTH
 48°14'47" EAST 40.21 FEET TO A POINT; THENCE NORTH 56°31'29"
 WEST ALONG THE LINE 10 FEET AS MEASURED NORMAL TO AND
 PARALLEL WITH THE AFORESAID DOCK LINE 103.46 FEET TO A POINT ON
 THE SOUTHEASTERLY WALL OF A BUILDING; THENCE NORTH 35°09'42"
 EAST ALONG SAID WALL 10.31 FEET TO THE POINT OF BEGINNING.
 SAID LANDS CONTAIN 1,558 SQUARE FEET.

JUNE 3, 2002 DAVID ZAZOVE DRAWING NO. 160127-DHS



National Survey & Engineering
 516127 EXHIBIT C.DWG
 Telephone 262-761-1000
 Facsimile 262-797-2923
 18745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5958
 www.nse.com



Phase I

Description	Quantity	Unit	Labor Unit	Labor Amount	Material Unit	Material Amount
Permits						
Sidewalk Construction	1	ls			500.00	500
Demolition						
Remove Mooring	2	ea	482.72	965	250.00	500
Scarify/Prep Existing slab	180	sf	2.68	483	5.00	900
Earthwork						
Stone Fill	130	cy	14.85	1,931	20.00	2,600
Steel						
Railing & Bent Plate	1	ls			12,360.00	12,360
Install Railing	186	lf	13.29	2,472	5.00	930
Install Bent Plate	186	lf	19.93	3,708	5.00	930
Painting						
Paint Railing & Gates	186	lf			25.00	4,650
Joint Sealants						
Polyurethane	625	lf			5.50	3,438
Electrical						
Harp Lights	5	ea			5,500.00	27,500
West 4" Concrete Sidewalk						
Fine Grade	1,676	SF	0.29	485	0.01	17
Edge Form & Shut offs	180	LF	3.16	569	0.50	90
1/2" x 4" Exp. Felt	307	LF	0.39	121	0.50	154
Concrete	23	CY	65.85	1,515	70.00	1,610
#5 Rebar	576	LF	0.53	303	0.35	202
Finish Slab	1,676	SF	0.54	909	0.10	168
Cure & Seal	1,676	SF	0.22	363	0.10	168
West 4" Colored Bands						
Fine Grade	172	SF	0.35	61	0.01	2
Edge Form & Shut offs	0	LF	0.00	0	0.25	0
1/2" x 4" Exp. Felt	186	LF	0.33	61	0.50	93
Concrete	3	CY	363.48	909	300.00	750
Finish Slab	172	SF	2.93	504	0.10	17
Cure & Seal	172	SF	0.35	61	0.10	17
Protection	688	SF	0.70	485	0.20	138
West 2" Concrete Curb						
Fine Grade	361	SF	0.34	121	0.01	4
Edge Form & Shut offs	181	LF	1.34	242	0.25	45
1/2" x 4" Exp. Felt	181	LF	0.33	61	0.50	91
Concrete	10	CY	60.58	606	70.00	700
Finish Slab	361	SF	1.68	606	0.10	36
Cure & Seal	361	SF	0.25	91	0.10	36
West 8" Concrete Curb						
Edge Form & Shut offs	158	LF	0.77	121	0.25	40
12" Dowels	99	LF	3.06	303	1.50	149
Concrete	4	CY	75.73	303	70.00	280
Finish Slab	130	SF	2.33	303	0.10	13
Cure & Seal	130	SF	0.70	91	0.10	13
Equipment						
laser, Transit, & level	1.5	mo			650.00	975
Bobcat	1.0	mo			2,000.00	2,000
Concrete Buggies	1.0	mo			1,200.00	1,200
Misc. equipment/consumables	1.5	mo			500.00	750
Safety (lifejackets/boat)	1	ls			1,500.00	1,500
Supervision	160	hrs	46.00	7,360	5.00	800
Building Concrete Subtotal						
	92,471			26,109		66,362
Burden			35.6%	9,295		
Tax					0.056	3,716
Small Tools					0.050	1,305
Building Concrete Total	\$106,787			35,404		71,384

PHASE II

Riverwalk

Description	Quantity	Unit	Labor Unit	Labor Amount	Material Unit	Material Amount
Permits						
Sidewalk Construction	1	ls			500.00	500
Earthwork						
Stone Fill	70	cy	13.79	965	20.00	1,400
Steel						
Railing & Bent Plate	1	ls			9,360	9,360
Install Railing	115	lf	16.12	1,854	5.00	575
Install Bent Plate	115	lf	16.12	1,854	5.00	575
Painting						
Paint Railing & Gates	115	lf			25.00	2,875
Joint Sealants						
Polyurethane	350	lf			5.50	1,925
Electrical						
Harp Lights	3	ea			5,500.00	16,500
East 4' Concrete Sidewalk						
Fine Grade	1,056	SF	0.23	242	0.01	11
Edge Form & Shut offs	123	LF	4.62	569	0.50	62
1/2" x 4" Exp. Felt	250	LF	0.48	121	0.50	125
Concrete	15	CY	41.78	606	70.00	1,015
#5 Rebar	416	LF	0.44	182	0.35	146
Finish Slab	1,056	SF	0.69	727	0.10	106
Cure & Seal	1,056	SF	0.17	182	0.10	106
East 4' Colored Bands						
Fine Grade	120	SF	0.25	30	0.01	1
Edge Form & Shut offs	0	LF	0.00	0	0.25	0
1/2" x 4" Exp. Felt	132	LF	0.46	61	0.50	66
Concrete	2	CY	378.63	757	300.00	600
Finish Slab	120	SF	2.80	336	0.10	12
Cure & Seal	120	SF	0.50	61	0.10	12
Protection	480	SF	0.76	363	0.20	96
East 2' Concrete Curb						
Fine Grade	210	SF	0.58	121	0.01	2
Edge Form & Shut offs	105	LF	1.73	182	0.25	26
1/2" x 4" Exp. Felt	105	LF	0.58	61	0.50	53
Concrete	6	CY	75.73	454	70.00	420
Finish Slab	210	SF	2.16	454	0.10	21
Cure & Seal	210	SF	0.43	91	0.10	21
East 12x24 Footing						
Fine Grade	236	SF	1.03	242	0.01	2
Form Footing	118	LF	6.02	711	1.00	118
Concrete	10	CY	60.53	605	70.00	700
Float Finish	236	SF	0.86	202	0.10	24
Keyway	118	LF	1.20	142	0.35	41
#5 Rebar	236	LF	1.03	242	0.35	83
East 6' Concrete Wall						
Form	1,416	SF	1.50	2,120	1.70	2,407
Corners	19	EAC	35.54	675	5.00	95
Concrete	20	CY	77.67	1,515	70.00	1,365
#5 Rebar	825	LF	0.55	454	0.35	289
Finish	120	SF	1.51	182	0.10	12
Rub & Patch	480	SF	0.50	242	0.10	48

East Ramp 8x12 Footing						
Fine Grade	62	SF	0.98	61	0.01	1
Form Footing	62	LF	7.82	485	0.25	16
Concrete	2	CY	227.18	454	70.00	140
Finish	62	SF	0.98	61	0.10	6
Keyway	62	LF	0.98	61		0
#5 Rebar	124	LF	0.98	121	0.35	43
East Ramp 7'-6" Concrete Wall						
Form	465	SF	6.25	2,908	1.50	698
Corners	2	EAC	35.54	71	5.00	10
Concrete	13	CY	93.20	1,212	70.00	910
#5 Rebar	543	LF	0.89	485	0.35	190
Finish	217	SF	0.56	121	0.10	22
Rub & Patch	217	SF	0.56	121	0.10	22
East Ramp 4" Sidewalk Slab						
Fine Grade	385	SF	0.31	121	0.01	4
Edge Form & Shut offs	55	LF	2.20	121	0.25	14
1/2" x 4" Exp. Felt	60	LF	2.02	121	0.50	30
Concrete	6	CY	137.68	757	70.00	385
Finish Slab	385	SF	0.63	242	0.10	39
Cure & Seal	385	SF	0.31	121	0.10	39
Equipment						
laser, Transit, & level	1.5	mo			650.00	975
Bobcat	1.0	mo			2,000.00	2,000
Concrete Buggies	1.0	mo			1,200.00	1,200
Misc. equipment/consumables	1.5	mo			500.00	750
Safety (lifejackets/boat)	1	ls			1,500.00	1,500
Supervision	160	hrs	46.00	7,360	5.00	800
Building Concrete Subtotal						
	84,194			32,610		51,584
Burden Tax			35.6%	11,609		
Small Tools					0.056	2,889
					0.050	1,630
Building Concrete Total						
	\$100,322			44,219		56,103

GRANT OF EASEMENT AGREEMENT
(Riverwalk)

Name and Return Address:
City of Milwaukee
Attn: Real Estate Section (Miller)
P.O. Box 324
Milwaukee, WI 53201-0324

Tax Key No. 428-0201-000

This Grant of Easement Agreement is made as of _____, 2002, by and between Water Street Development Corporation ("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 certified survey map No. _____ 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 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 A 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 insured's, 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) day 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 the City performs such work, the Grantor hereby agrees that the City shall have the right to specially charge the Property under the 66.60(16), Stats. provisions. Should the City need to proceed with such special charges under 66.60(16), 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 Executive Director-Secretary ("Executive Director"), shall approve or disapprove such request in writing within 15 business days following receipt. Failure of the Executive Director 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. Other than the Grantor's intended assignment of interest in this Agreement to a condominium association yet to be formed, no assignment of this Agreement or obligations hereunder may be made by either party without the written consent of the other party. Upon the assignment of this Agreement by Grantor to a condominium association yet to be formed, and the assumption of the obligations of Grantor hereunder by the condominium association, Water Street Development Corporation shall be released from all further obligations and liabilities hereunder.

10. 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.

11. 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:

City of Milwaukee
C/o Tandem Realty Corp.
3047 N. Lincoln Avenue
Chicago, IL 60657
Attn: Davie Zazove

To Grantee:

Water Street Development Corporation
200 East Wells Street
Milwaukee, WI 53202
Attn: Commissioner of City Development

12. 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.

13. 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:
Water Street Development Corporation

BY: its President

Water Street Development Corporation
By: David Zazove, President

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 2002 by David Zazove, President, Water Street Development Corporation.

Notary Public, State of Wisconsin
My commission: _____

GRANTEE:
CITY OF MILWAUKEE

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

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

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by Harry A. Stein and after recording should be returned to:

Harry A. Stein
Assistant City Attorney
800 City Hall
200 E. Wells Street
Milwaukee, WI 53202

**Proposed Riverwalk
200 South Water Street**

Water Street Development Corp. proposes to construct a new riverwalk along the south bank of the river on the property located at 200 South Water Street. The construction would take place in 2 phases, in conjunction with the condominium development at the same location. The first phase, adjacent to the existing building on the site, would be 195 feet long. The second phase, continuing east to the Pittsburgh Street Bridge, would be 114 feet long, and will connect to the bridge via a handicap accessible ramp. Construction will be poured concrete, with colored accent bands aligned with the building piers. There will be a steel picket railing along the entire length of the riverwalk and the ramp. The first phase will be lighted by five harp lights, alternating between banners and hanging planters. The second phase will add three additional harp lights, five planters along the face of the new building, and wooden benches underneath the planters.

**Proposed Budget
Riverwalk
200-210 S. Water Street**

	Phase I 200 South Water	Phase II 210 South Water
Architect	\$3,500	\$3,500
Demolition	\$5,100	\$5,000
Construction	\$106,787	\$100,322
Developer Fee	\$5,769	\$5,441
Totals	\$121,156	\$114,263

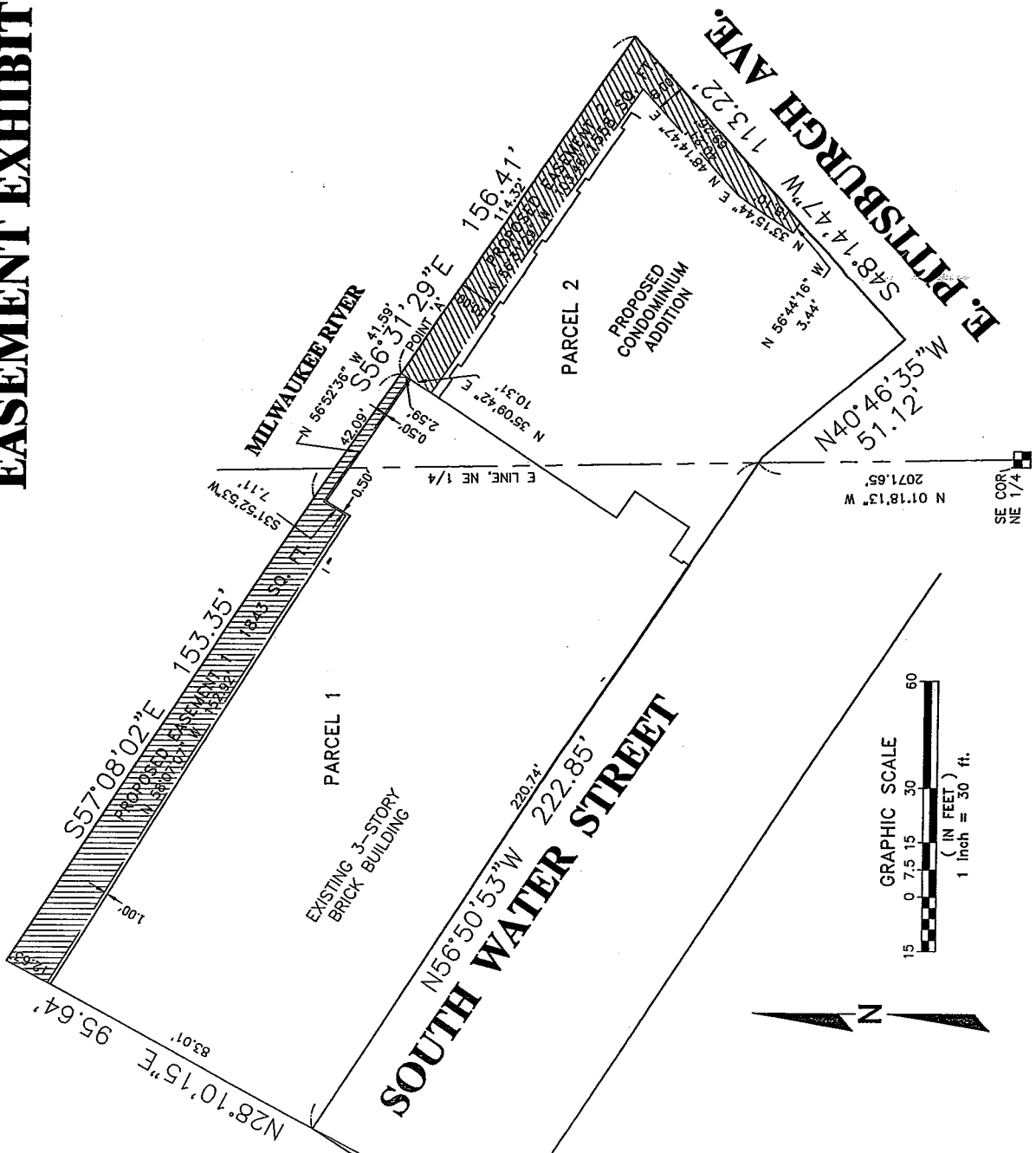
EASEMENT EXHIBIT

SITUATED AT 302 E. PITTSBURGH AVENUE, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

EASEMENT 1
 BEING A PART OF LOT 1, BLOCK 1 IN WALKER'S POINT SUBDIVISION, BLOCK 53 IN THE SUBDIVISION OF LOTS 3 AND 5 AND ACCRUED LANDS BETWEEN SAID SUBDIVISION AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER, IN THE NORTHEAST 1/4 OF SECTION 32 AND THE NORTHWEST 1/4 OF SECTION 33, ALL IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 32; THENCE NORTH 01°18'13" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 SECTION 2071.65 FEET TO A POINT IN THE EAST LINE OF SAID WATER STREET; THENCE NORTH 56°50'33" WEST ALONG SAID EAST LINE 220.74 FEET TO A POINT; THENCE NORTH 28°10'15" EAST 83.01 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 28°10'15" EAST 12.63 FEET TO A POINT IN THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER; THENCE SOUTH 57°08'02" EAST ALONG THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER 153.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID DOCK LINE SOUTH 56°31'29" EAST 42.89 FEET TO POINT "A" BEING THE NORTHEASTERLY CORNER OF PARCEL "1"; THENCE SOUTH 35°09'42" WEST 2.59 FEET TO A POINT, 0.50 FEET AS MEASURED NORMAL TO THE NORTHEASTERLY BUILDING WALL; THENCE NORTH 56°52'36" WEST AND PARALLEL WITH SAID WALL 41.59 FEET TO A POINT; THENCE SOUTH 31°52'53" WEST AND PARALLEL WITH A BUILDING WALL 7.11 FEET; THENCE NORTH 58°07'07" WEST PARALLEL WITH AND 1 FOOT NORTHEASTERLY AS MEASURED NORMAL TO A BUILDING WALL 152.92 FEET TO THE POINT OF BEGINNING.
 SAID LANDS CONTAIN 1,843 SQUARE FEET.

EASEMENT 2
 BEING A PART OF BLOCK 53 IN THE SUBDIVISION OF LOTS 3 AND 5, A PORTION OF VACATED EAST PITTSBURGH AVENUE AND ACCRUED LANDS BETWEEN SAID SUBDIVISION AND STREET AND THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT AFORESAID POINT "A", SAID POINT BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 56°31'29" EAST ALONG THE WESTERLY DOCK LINE OF THE MILWAUKEE RIVER 114.32 FEET TO A POINT; THENCE SOUTH 48°14'47" WEST 69.26 FEET TO A POINT; THENCE NORTH 56°44'16" WEST 3.44 FEET TO A POINT; THENCE NORTH 33°15'44" EAST 18.10 FEET TO A POINT; THENCE NORTH 48°14'47" EAST 40.21 FEET TO A POINT; THENCE NORTH 56°31'29" WEST ALONG THE LINE 10 FEET AS MEASURED NORMAL TO AND PARALLEL WITH THE AFORESAID DOCK LINE 103.46 FEET TO A POINT ON THE SOUTHEASTERLY WALL OF A BUILDING; THENCE NORTH 35°09'42" EAST ALONG SAID WALL 10.31 FEET TO THE POINT OF BEGINNING.
 SAID LANDS CONTAIN 1,558 SQUARE FEET.

JUNE 3, 2002 DAVID ZAZOVE DRAWING NO. 160127-DHS



National Survey & Engineering
 25161ST, EXETER391, DHS
 STEREOBALANCE
 Telephone 262-761-1000
 Facsimile 262-767-7570
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-6988
 www.nrise.com



Water Street Lofts
Riverwalk

Phase I

Description	Quantity	Unit	Labor Unit	Labor Amount	Material Unit	Material Amount
Permits						
Sidewalk Construction	1	ls			500.00	500
Demolition						
Remove Mooring	2	ea	482.72	965	250.00	500
Scarify/Prep Existing slab	180	sf	2.68	483	5.00	900
Earthwork						
Stone Fill	130	cy	14.85	1,931	20.00	2,600
Steel						
Railing & Bent Plate	1	ls			12,360.00	12,360
Install Railing	186	lf	13.29	2,472	5.00	930
Install Bent Plate	186	lf	19.93	3,708	5.00	930
Painting						
Paint Railing & Gates	186	lf			25.00	4,650
Joint Sealants						
Polyurethane	625	lf			5.50	3,438
Electrical						
Harp Lights	5	ea			5,500.00	27,500
West 4" Concrete Sidewalk						
Fine Grade	1,676	SF	0.29	485	0.01	17
Edge Form & Shut offs	180	LF	3.16	569	0.50	90
1/2" x 4" Exp. Felt	307	LF	0.39	121	0.50	154
Concrete	23	CY	65.85	1,515	70.00	1,610
#5 Rebar	576	LF	0.53	303	0.35	202
Finish Slab	1,676	SF	0.54	909	0.10	168
Cure & Seal	1,676	SF	0.22	363	0.10	168
West 4" Colored Bands						
Fine Grade	172	SF	0.35	61	0.01	2
Edge Form & Shut offs	0	LF	0.00	0	0.25	0
1/2" x 4" Exp. Felt	186	LF	0.33	61	0.50	93
Concrete	3	CY	363.48	909	300.00	750
Finish Slab	172	SF	2.93	504	0.10	17
Cure & Seal	172	SF	0.35	61	0.10	17
Protection	688	SF	0.70	485	0.20	138
West 2" Concrete Curb						
Fine Grade	361	SF	0.34	121	0.01	4
Edge Form & Shut offs	181	LF	1.34	242	0.25	45
1/2" x 4" Exp. Felt	181	LF	0.33	61	0.50	91
Concrete	10	CY	60.58	606	70.00	700
Finish Slab	361	SF	1.68	606	0.10	36
Cure & Seal	361	SF	0.25	91	0.10	36
West 8" Concrete Curb						
Edge Form & Shut offs	158	LF	0.77	121	0.25	40
12" Dowels	99	LF	3.06	303	1.50	149
Concrete	4	CY	75.73	303	70.00	280
Finish Slab	130	SF	2.33	303	0.10	13
Cure & Seal	130	SF	0.70	91	0.10	13
Equipment						
laser, Transit, & level	1.5	mo			650.00	975
Bobcat	1.0	mo			2,000.00	2,000
Concrete Buggies	1.0	mo			1,200.00	1,200
Misc. equipment/consumables	1.5	mo			500.00	750
Safety (lifejackets/boat)	1	ls			1,500.00	1,500
Supervision	160	hrs	46.00	7,360	5.00	800
Building Concrete Subtotal						
	92,471			26,109		66,362
Burden			35.6%	9,295		
Tax					0.056	3,716
Small Tools					0.050	1,305
Building Concrete Total	\$106,787			35,404		71,384

Water Street Lofts
Riverwalk

PHASE II

Description	Quantity	Unit	Labor Unit	Labor Amount	Material Unit	Material Amount
Permits						
Sidewalk Construction	1	ls			500.00	500
Earthwork						
Stone Fill	70	cy	13.79	965	20.00	1,400
Steel						
Railing & Bent Plate	1	ls			9,360	9,360
Install Railing	115	lf	16.12	1,854	5.00	575
Install Bent Plate	115	lf	16.12	1,854	5.00	575
Painting						
Paint Railing & Gates	115	lf			25.00	2,875
Joint Sealants						
Polyurethane	350	lf			5.50	1,925
Electrical						
Harp Lights	3	ea			5,500.00	16,500
East 4' Concrete Sidewalk						
Fine Grade	1,056	SF	0.23	242	0.01	11
Edge Form & Shut offs	123	LF	4.62	569	0.50	62
1/2" x 4" Exp. Felt	250	LF	0.48	121	0.50	125
Concrete	15	CY	41.78	606	70.00	1,015
#5 Rebar	416	LF	0.44	182	0.35	146
Finish Slab	1,056	SF	0.69	727	0.10	106
Cure & Seal	1,056	SF	0.17	182	0.10	106
East 4' Colored Bands						
Fine Grade	120	SF	0.25	30	0.01	1
Edge Form & Shut offs	0	LF	0.00	0	0.25	0
1/2" x 4" Exp. Felt	132	LF	0.46	61	0.50	66
Concrete	2	CY	378.63	757	300.00	600
Finish Slab	120	SF	2.80	336	0.10	12
Cure & Seal	120	SF	0.50	61	0.10	12
Protection	480	SF	0.76	363	0.20	96
East 2' Concrete Curb						
Fine Grade	210	SF	0.58	121	0.01	2
Edge Form & Shut offs	105	LF	1.73	182	0.25	26
1/2" x 4" Exp. Felt	105	LF	0.58	61	0.50	53
Concrete	6	CY	75.73	454	70.00	420
Finish Slab	210	SF	2.16	454	0.10	21
Cure & Seal	210	SF	0.43	91	0.10	21
East 12x24 Footing						
Fine Grade	236	SF	1.03	242	0.01	2
Form Footing	118	LF	6.02	711	1.00	118
Concrete	10	CY	60.53	605	70.00	700
Float Finish	236	SF	0.86	202	0.10	24
Keyway	118	LF	1.20	142	0.35	41
#5 Rebar	236	LF	1.03	242	0.35	83
East 6' Concrete Wall						
Form	1,416	SF	1.50	2,120	1.70	2,407
Corners	19	EAC	35.54	675	5.00	95
Concrete	20	CY	77.67	1,515	70.00	1,365
#5 Rebar	825	LF	0.55	454	0.35	289
Finish	120	SF	1.51	182	0.10	12
Rub & Patch	480	SF	0.50	242	0.10	48

East Ramp 8x12 Footing						
Fine Grade	62	SF	0.98	61	0.01	1
Form Footing	62	LF	7.82	485	0.25	16
Concrete	2	CY	227.18	454	70.00	140
Finish	62	SF	0.98	61	0.10	6
Keyway	62	LF	0.98	61		0
#5 Rebar	124	LF	0.98	121	0.35	43
East Ramp 7' - 6" Concrete Wall						
Form	465	SF	6.25	2,908	1.50	698
Corners	2	EAC	35.54	71	5.00	10
Concrete	13	CY	93.20	1,212	70.00	910
#5 Rebar	543	LF	0.89	485	0.35	190
Finish	217	SF	0.56	121	0.10	22
Rub & Patch	217	SF	0.56	121	0.10	22
East Ramp 4" Sidewalk Slab						
Fine Grade	385	SF	0.31	121	0.01	4
Edge Form & Shut offs	55	LF	2.20	121	0.25	14
1/2" x 4" Exp. Felt	60	LF	2.02	121	0.50	30
Concrete	6	CY	137.68	757	70.00	385
Finish Slab	385	SF	0.63	242	0.10	39
Cure & Seal	385	SF	0.31	121	0.10	39
Equipment						
laser, Transit, & level	1.5	mo			650.00	975
Bobcat	1.0	mo			2,000.00	2,000
Concrete Buggies	1.0	mo			1,200.00	1,200
Misc. equipment/consumables	1.5	mo			500.00	750
Safety (lifejackets/boat)	1	ls			1,500.00	1,500
Supervision	160	hrs	46.00	7,360	5.00	800
Building Concrete Subtotal						
	84,194			32,610		51,584
Burden Tax			35.6%	11,609	0.056	2,889
Small Tools					0.050	1,630
Building Concrete Total	\$100,322			44,219		56,103