



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
marco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov


January 20, 2016

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Perpetual Non-Exclusive Easement and Maintenance Agreement and Storm Sewer Easement for Edison Street, between USL Land, LLC and the City of Milwaukee.

This pertains to the North End Development Project approved through Common Council Resolution File No. 061021

Sincerely,

Scott A. Stange

Procurement and Compliance Manager
Department of City Development

Enclosure

Cc: Alyssa Remington (w/encl)
Mary Schanning, esq (w/encl)



Perpet. Non-Exclusive Public Access Easement and
Maintenance Agreement and Storm Sewer Easement
Edison Street
(North End Project -- Phase IV)

Document Number

ORIGINAL

Recording Area

Name and Return Address

City Attorney's Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

**PERPETUAL NON-EXCLUSIVE PUBLIC ACCESS EASEMENT AND
MAINTENANCE AGREEMENT AND STORM SEWER EASEMENT**

**EDISON STREET
(North End Project – Phase IV)**

THIS PERPETUAL NON-EXCLUSIVE PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT AND STORM SEWER EASEMENT (this “Agreement”) is dated as of _____, 2015, by and between North End Phase IV LLC, a Wisconsin limited liability company (“Grantor”), USL LAND LLC, a Wisconsin limited liability company (“Developer”) and the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“City” or “Grantee”).

RECITALS

A. Grantor is the owner of certain property situated east of the Milwaukee River in the City of Milwaukee, Milwaukee County, Wisconsin, as more particularly described on EXHIBIT A attached hereto (the “Property”).

B. Developer, Grantee and the Redevelopment Authority of the City of Milwaukee (“RACM”) have entered into a Development Agreement (the North End Project) dated as of November 1, 2007 (as amended and modified from time to time, the “Development Agreement”), and as a condition to the funding of certain sums under the Development Agreement, Developer is required to grant, or cause its affiliates to grant, certain vehicular and pedestrian access easements over a portion of the Property, and provide that the easements be open to the public, as herein provided.

C. Grantor is the affiliate of Developer that is to undertake the construction of Phase IV of the North End Project on the Property (the “Phase IV Project”).

D. Grantor desires to provide to Grantee, and Grantee desires to obtain from Grantor, a public access easement and an easement for storm sewer lines and related facilities over portions of the Property, all on the terms set forth below.

AGREEMENTS

NOW THEREFORE, in consideration of the above Recitals and the mutual agreements that follow, Developer, Grantor and Grantee agree as follows:

1. Grant of Edison Street Easement. Grantor hereby grants and conveys to Grantee a permanent, perpetual, nonexclusive easement for pedestrian and vehicular ingress and egress over, across and upon those portions of the Property legally described on EXHIBIT B attached hereto and depicted on EXHIBIT B-1 attached hereto (the “Edison Street Easement Area”). Upon the request of either party, Grantor and Grantee agree to modify the location of the Edison Street Easement Area to reflect the as-built location of the roadway described in this Agreement by written amendment to this Agreement, executed and recorded in accordance with the terms of this Agreement.

2. Effective Date. This Agreement shall not be effective until Certificate(s) of Completion (as hereinafter defined) has/have been issued for the Edison Street Street Improvements (as hereinafter defined) and for the Phase IV Project in which the Edison Street Street Improvements are included (the “**Effective Date**”).

3. Use of Edison Street Easement Area. Subject to the terms of this Agreement, Grantee and members of the public may use the Edison Street Easement Area (in assigns) for vehicular and pedestrian access and ingress and egress to and from North Milwaukee Street and North Broadway. The use of the Edison Street Easement Area shall be for normal and customary access by Grantee and the public in accordance with all applicable federal, state and local laws, statutes, ordinances, codes and regulations (collectively, the “**Laws**”) and any rules and regulations promulgated under Paragraph 7 (the “**Rules and Regulations**”). The rights of Grantee and the public to use the Edison Street Easement Area shall not extend to uses inconsistent with the Grantor’s and its unit owners’ use and operation of the Property such as loitering, heavy truck traffic, vendor or other commercial activities and other types of uses that may constitute a public or private nuisance or uses prohibited by Rules and Regulations. Grantor reserves the exclusive right to grant to third parties additional easements within the same location of this easement for access and/or utilities affecting the Property and/or nearby properties. Grantor shall have the exclusive right to allow commercial vending and similar activities, including, without limitation, the right to place kiosks, push carts and similar temporary structures, carts, or other similar items along and/or on the sidewalk to be located within the Edison Street Easement Area and to charge “rent”, a user or license fee or similar charge so long as such structures, carts and similar items do not unreasonably interfere with pedestrian traffic along the sidewalk and comply with any applicable City ordinances. Grantor shall have the exclusive right to control parking within and on the Edison Street Easement Area, including the exclusive right to designate no parking areas and loading zone areas along any parking strips within the Edison Street Easement Area. Parking shall only occur in those areas designated from time to time by Grantor for parking (the “**Designated Parking Areas**”). Grantee and the Milwaukee Department of Public Works (“**DPW**”) will cooperate with Grantor in fulfilling Grantor’s responsibility to prepare and install adequate signage for the parking areas with the Edison Street Easement Area. Parking in the Designated Parking Areas will be limited to designated parallel parking on the south side of the Edison Street Easement Area, the area furthest from the Milwaukee River. At no time shall parking be permitted on the north side of the Edison Street Easement Area, the area nearest to the Milwaukee River. Grantor shall have the exclusive right to establish rules and regulations, issue permits and to control and restrict parking within the Edison Street Area, including without limitation, the right to restrict the hours during which public parking may be permitted. Grantor and Grantee shall cooperate in the enforcement of such rules and regulations. Except as otherwise set forth in this Agreement, no party’s use of the Edison Street Easement Area shall unreasonably interfere with the use of the Edison Street Easement Area by the other parties and their respective tenants, invitees, employees, licensees, customers, successors and assigns. Except as set forth in Section 8 below, the terms and conditions of this Agreement do not cover any underground, private utility improvements that Developer, Grantor or its affiliates may install in the Edison Street Easement Area from time to time, and those utility improvements shall remain exclusive.

4. Construction of Edison Street Improvements. In accordance with the applicable terms of the Development Agreement, Developer shall design and construct certain improvements relating to a private roadway within the Edison Street Easement Area, and any related improvements on the Property or within the North Milwaukee Street right of way as may be required to integrate such private roadway with the existing roadway or parking improvements on the Property, planned improvements for parking and related driveways on the Property (the foregoing roadway and related improvements to be constructed within the Edison Street Easement Area are referred to hereinafter as the “**Edison Street Improvements**”). The Edison Street Improvements shall be designed and constructed in accordance with plans and specifications approved by both Developer and Grantee in accordance with the terms of the Development Agreement and in a manner consistent with all of Grantee’s applicable design requirements for similar privately owned streets subject to public access rights. Grantor and Grantee agree that no buildings shall be constructed on the Edison Street Easement Area. However, in addition to the temporary structures described in Paragraph 3 above, limited improvements such as public furniture (benches, tables, chairs), sculpture, landscaping, planters, lighting or other aesthetic features are allowed in the sidewalk portion of the Edison Street Easement Area if such encroachments do not unreasonably hinder pedestrian access and otherwise comply with Grantee’s design requirements. No new improvements to the Edison Street Easement Area beyond standard and customary maintenance shall be required by Grantee. In addition, Grantor shall have the right to install and maintain (or to allow third parties to install and maintain) on the Property, including, without limitation, the Edison Street Easement Area, any and all parking improvements and/or utilities (including, without limitation, any electrical, gas, sanitary sewer, water, storm sewer, telephone, fiber optic and cable television lines or cables) intended to benefit the Property or any part thereof or other nearby properties, provided the same is consistent with any applicable provisions of the approved plans and specifications and does not unreasonably interfere with the easement rights granted herein. Developer, Grantor or said parties’ successor(s) or designee(s) shall also have the right to install improvements relating to the riverwalk improvements referenced in the Development Agreement.

5. Maintenance of Edison Street Improvements.

(a) Except as set forth in EXHIBIT C attached hereto and incorporated herein or otherwise agreed in writing, the operation and maintenance of and capital repairs to the Edison Street Improvements shall be the responsibility of Grantor. Notwithstanding the foregoing, Grantee shall provide (or cause DPW to provide) sweeping and snow-plowing and/or removal services, including salting, for the vehicular travel and parking lanes of the Edison Street Easement Area. Such sweeping, snow-plowing and removal service by Grantee, or DPW, as applicable, shall be consistent with the frequency, quality and standards as used for similarly situated privately owned streets subject to public access rights. The minimum standard for maintenance of and capital repairs to the covered Edison Street Improvements shall be the standard Grantee typically employs for maintenance and repair of public streets and sidewalks. Grantor may, at its discretion and at its expense, undertake maintenance of and capital repairs to such improvements at a greater frequency or at a higher standard than would be undertaken by Grantee on public streets and sidewalks.

(b) Upon completion of the Edison Street Improvements, Grantor shall also maintain a policy of comprehensive general liability insurance for the portion of the Edison

Street Easement Area located on the Property. The required terms of such insurance shall be commercially reasonable per limits of coverage attached on EXHIBIT D.

(c) Grantor and Grantee recognize that damage to roadway improvements may be a normal consequence of snow plowing and road sweeping operations. Grantee shall determine whether and to what extent repairs arising out of such damage to the Edison Street Improvements within the Edison Street Easement Area are warranted based upon criteria used for snowplow and street cleaning damage on public streets. When and where warranted, Grantee shall undertake the appropriate repairs for any snow plowing and street cleaning that causes damage to the Edison Street Improvements.

6. Public Access. The Edison Street Easement Area shall be available for public use at all times, except for such times as the Edison Street Easement Area must be closed (i) for construction, maintenance or repair of the Edison Street Improvements or any adjacent buildings, structures or improvements, or any utility facilities and other service facilities, including, without limitation, the exercise by the Metropolitan Milwaukee Sewerage District and other easement holders of their easement rights in, to, under and around the Edison Street Easement Area; (ii) to avoid the acquisition of adverse or prescriptive rights; or (iii) for special events. Grantor shall have the right periodically to close off all or any portion of the Edison Street Easement Area located on the Property for any of these purposes, and shall have the right, in connection with occasional special events held on the Property, to close off any portion of the Edison Street Easement Area located on the Property, provided that any party so closing off a portion of the Edison Street Easement Area obtains all necessary permits for any planned road closure, and otherwise complies with Grantee's ordinances and requirements for obstructing or closing public ways.

7. Rules and Regulations. Grantor may, at all times, exclude any vendors or other commercial activities from the Edison Street Easement Area. Further, Grantor shall have the right to promulgate and enforce rules and regulations governing the use of the Edison Street Easement Area by the public.

8. Storm Sewer Easement.

(a) Grantor hereby grants and conveys to Grantee a permanent, perpetual, nonexclusive easement on, over, under and across those portions of the Property legally described on EXHIBIT E attached hereto and depicted on EXHIBIT E-1 attached hereto (the "Storm Sewer Easement Area") for the purpose of permitting the flow of storm water both overland and within a public storm sewer from North Broadway to the Milwaukee River. Upon the request of either party, Grantor and Grantee agree to modify the location of the Storm Sewer Easement Area to reflect the as-built location of the underground storm sewer lines and related facilities to be constructed pursuant to subsection (b) below (the "Storm Sewer Facilities") by written amendment to this Agreement, executed and recorded in accordance with the terms of this Agreement.

(b) Developer covenants and agrees that it will construct the Storm Sewer Facilities in accordance with plans and specifications reasonably approved by both Developer and DPW.

(c) Grantor shall be responsible for the maintenance of and capital repairs to the Storm Sewer Facilities and shall keep the Storm Sewer Facilities in good condition and repair. If Grantor or its designee fails to maintain the Storm Sewer Facilities in the condition required by this Agreement, Grantee may provide Grantor and said designee with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If, upon receiving such written notice, Grantor and/or its designee 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, upon thirty (30) days prior written notice to Grantor and its designee may perform such work and shall be reimbursed by Grantor for all reasonable costs incurred in performing such work. In exercising its right to maintain, repair and/or replace the Storm Sewer Facilities, Grantee shall undertake such work so as to cause as little disruption or interference as reasonably practical to the Property and the operations of Grantor and any unit owners, tenants, licensees or occupants on the Property.

(d) Grantor reserves the right to construct, use and maintain the Edison Street Improvements and certain riverwalk improvements within the Storm Sewer Easement Area and to grant to the public or other third parties easements for access to the same, so long as it does not substantially interfere with Grantee's ability to use the Storm Sewer Easement Area for the purpose described in this Section 8.

(e) Except as expressly set forth in subsection (c) above, Grantee covenants and agrees that no special charge will be made against the Property in connection with Grantee's use of the Storm Sewer Facilities pursuant to this Agreement.

(f) Grantor and Grantee acknowledge and agree that the easement granted in this Section 8 is solely for the purpose of allowing storm water, both overland and collected in storm sewer inlets within the portion of North Broadway between North Water Street and the Milwaukee River, to flow into the Milwaukee River. Grantee shall not connect the Storm Sewer Facilities with any storm sewer carrying water from other sources.

9. Indemnity. Each party (the "Indemnifying Party") shall at all times indemnify and hold the other party harmless from any claim, loss, damage, injury, action, or liability, in any way related to, or arising out of, any failure of the Indemnifying Party to satisfy any of its obligations listed in this Agreement and the attached exhibits. Provided, however, that these provisions are subject to the legal defenses which, under law, either party is entitled to raise. The agreement by each Indemnifying Party to indemnify, defend, and hold harmless the other party, shall survive the termination of this Agreement.

10. Binding Agreement. The easement rights granted herein and the other provisions of this Agreement shall run with the land and the Property and be binding upon and inure to the benefit of Developer, Grantor and Grantee and their respective successors and assigns.

11. Force Majeure. If any party is delayed or interrupted in the performance or completion of any of its obligations hereunder by any cause beyond its control, including, but not limited to, any act, neglect or default of the other party or any agent or employee of the other

party (including any delay requested by the other party), embargo, war, fire, flood, concealed conditions, cyclone, earthquake, epidemic or other calamity, act of God or of the public enemy, riots, insurrection or any strike, illegal walkout or secondary boycott, then the delay shall be excused and the time of performance specified in this Agreement shall be extended for a period equal to the time lost as a consequence of the delay or interruption.

12. Recording. This Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County.

13. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

14. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

16. Notices. 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 Developer:

USL Land LLC
c/o Mandel Group, Inc.
Attn: Barry R. Mandel
301 East Erie Street
Milwaukee, WI 53202

To Grantor:

North End Phase IV LLC
c/o Mandel Group, Inc.
Attn: Barry R. Mandel
301 East Erie Street
Milwaukee, WI 53202

With a copy (for any of the Grantor
and/or Developer) to:

Foley & Lardner LLP
Attn: Sarah O. Jelencic
777 East Wisconsin Avenue
Milwaukee, WI 53202

To Grantee:

Commissioner
City of Milwaukee
Department of Public Works
841 North Broadway, Fifth Floor
Milwaukee, WI 53202

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Wells Street, Suite 800
Milwaukee, WI 53202
Attn: Mary L. Schanning

17. Enforcement. 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 attorneys' fees incurred in such action. No persons other than the parties hereto shall be entitled to enforce any of the terms, covenants or conditions of this Agreement.

18. Integration, Modification and Waiver. All of the terms and provisions of this Agreement and the understanding of the parties pertaining to the subject matter thereof are set forth in this Agreement and no prior understanding or obligation not expressly set forth herein shall be binding upon the parties. No subsequent modification of this Agreement shall be binding upon the parties unless in writing, executed by the parties hereto. None of the provisions of this Agreement shall be considered waived by either party except when such waivers are given in writing. No such waiver shall be construed to be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement except as expressly stipulated therein.

19. Assignment. Grantee shall not assign this Agreement without the written consent of Grantor. Until such time as construction of the Edison Street Improvements is substantially completed, Developer shall not assign its interests or obligations in this Agreement without the written consent of the Grantee; provided, however, that Developer may assign all or any part of its interests and obligations hereunder to an affiliate of Developer with an interest in the Property, to any holder of a mortgage on any part of the Property, and/or to Grantor. Upon substantial completion of the Edison Street Improvements, Developer shall have no further obligation or liability hereunder. Upon request, Grantee shall provide, or request RACM to provide, Developer and Grantor with a completion certificate confirming that the Edison Street Improvements have been so completed and Developer is fully released hereunder (a "**Certificate of Completion**"). Developer may also assign its rights hereunder to any party to which Developer has assigned its rights under the Development Agreement. Grantor shall not assign its rights or obligations under this Agreement without the written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Grantor may assign its obligations hereunder to any party or parties owning the Property or to any other condominium and/or building association representing, at a minimum, all of the owners of the Property or to any master condominium or building association that represents, either

individually or collectively, condominium or building association(s) that represent(s), at a minimum, all of the owners of the Property. So long as Grantor or a permitted assignee remains obligated hereunder after any such conveyance, any party conveying all of its ownership interest in the Property, including, without limitation, condominium unit(s), shall be released from any and all liability hereunder.

20. Amendment. This Agreement may be amended only by a written instrument executed by the Grantor and Grantee, and/or their successors or assigns, and until the Edison Street Improvements are complete, Developer.

21. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint venturers of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

22. City Authority: Whenever in this Agreement the consent or approval of the City is required or the discretion of the City may be exercised, the City's Commissioner of Development shall have the authority to provide such consent or approval or to exercise such discretion.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Developer, Grantor and Grantee have hereunto set their hands and seals on this 15th day of December, 2015.

DEVELOPER:
USL LAND LLC
By: Mandel/USL Land LLC
Its: Manager

By: B. R. Mandel
Barry R. Mandel
Manager

State of Wisconsin)
): SS
Milwaukee County)

This instrument was acknowledged before me on December 15th, 2015 by Barry R. Mandel, as Manager of Mandel/USL Land LLC, the Manager of USL Land LLC.

Barry R. Mandel
Notary Public, State of Wisconsin
My commission 8/15/17

GRANTOR:
NORTH END PHASE IV LLC
By: Mandel/North End Phase IV LLC
Its: Manager

By: B. R. Mandel
Barry R. Mandel
Manager

State of Wisconsin)
): SS
Milwaukee County)

This instrument was acknowledged before me on December 15th, 2015 by Barry R. Mandel, as Manager of Mandel/North End Phase IV LLC, the Manager of North End Phase IV LLC.

Barry R. Mandel
Notary Public, State of Wisconsin
My commission 8/15/17

GRANTEE:
CITY OF MILWAUKEE

Tom Barrett
Tom Barrett, Mayor

James R. Owczarski
James R. Owczarski, City Clerk

Countersigned:

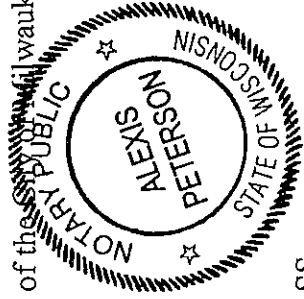
Martin Matson
Martin Matson, Comptroller

Approved as to form, content and execution
this 9th day of January, 2016

W. A. [Signature]
Assistant City Attorney

State of Wisconsin)
): SS
Milwaukee County)

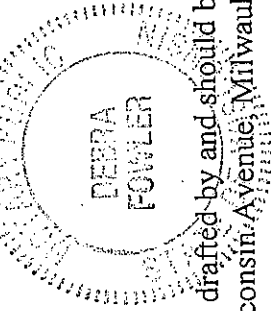
This instrument was acknowledged before me on 1.13.16, 2015 by
Tom Barrett, as Mayor of the City of Milwaukee.



A. Peterson
Notary Public, State of Wisconsin
My commission 4.24.17

State of Wisconsin)
): SS
Milwaukee County)

This instrument was acknowledged before me on 1-13-16, 2015 by
James R. Owczarski, as City Clerk of the City of Milwaukee.



Debra Fowler
Notary Public, State of Wisconsin
My commission 7-5-20

This document was drafted by and should be returned to Joshua P. Roling, c/o Foley & Lardner
LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

EXHIBIT A

Legal Description of the Property

Lot 1 of Certified Survey Map No. 8063, recorded on June 25, 2008 as Document No. 9618079, being part of Lots 10 through 14, in Block 123, part of Lots 1 through 4, in Block 144 and vacated East Lyon Street in Partition of Southeast Fraction of Section 20, part of Lots 10, 11 and 12, in Block 123 of Fractional West 1/2 of the Southwest 1/4 of Section 21 and accrued lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 20 and the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

LESS AND EXCEPT: Beginning at the Northwest corner of Lot 1 of Certified Survey Map No. 8063; thence North 52°06'29" East along the Northerly line of Lot 1 aforesaid 43.66 feet to a point; thence South 34°32'37" East 147.20 feet to a point on the Northerly line of North Water Street; thence South 55°29'02" West along said Northerly line 43.58 feet to the Southwest corner of said Lot 1; thence North 34°32'37" West along the Westerly line of Lot 1 aforesaid 144.63 feet to a point of beginning.

Property Address: 1501 North Water Street

Exhibit A

EXHIBIT B

Legal Description of the Edison Street Easement Area

EDISON STREET

LEGAL DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 8063, recorded on June 25, 2008 as Document No. 9618079, being part of Lots 10 through 14, in Block 123, part of Lots 1 through 4, in Block 144 and vacated East Lyon Street in Partition of Southeast Fraction of Section 20, part of Lots 10, 11 and 12, in Block 123 of Fractional West 1/2 of the Southwest 1/4 of Section 21 and accrued lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 20 and the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 1 of Certified Survey Map No. 8063; thence South 34°32'37" East along the Westerly line of Lot 1 aforesaid 6.37 feet to a point; thence North 55°02'51" East 43.58 feet to the point of beginning of lands hereinafter described; thence North 55°02'51" East 146.32 feet to the point; thence Northeasterly 32.04 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 80.10 feet and whose chord bears North 43°35'19" East 31.83 feet to a point; thence North 29°11'53" East 139.56 feet to a point; thence Northwesterly 2.76 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 19.50 feet and whose chord bears North 10°21'28" West 2.55 feet to a point; thence North 49°52'10" West 1.83 feet to a point; thence North 27°58'31" East 48.06 feet to a point on the Westerly line of North Milwaukee Street; thence South 45°35'50" East along said Westerly line 27.40 feet to a point; thence South 29°09'14" West 178.55 feet to a point; thence Southwesterly 46.15 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 102.13 feet and whose chord bears South 42°06'02" West 45.76 feet to a point; thence South 55°02'51" West 146.45 feet to a point; thence North 34°32'37" West 22.03 feet to a point of beginning.

EXHIBIT B-1

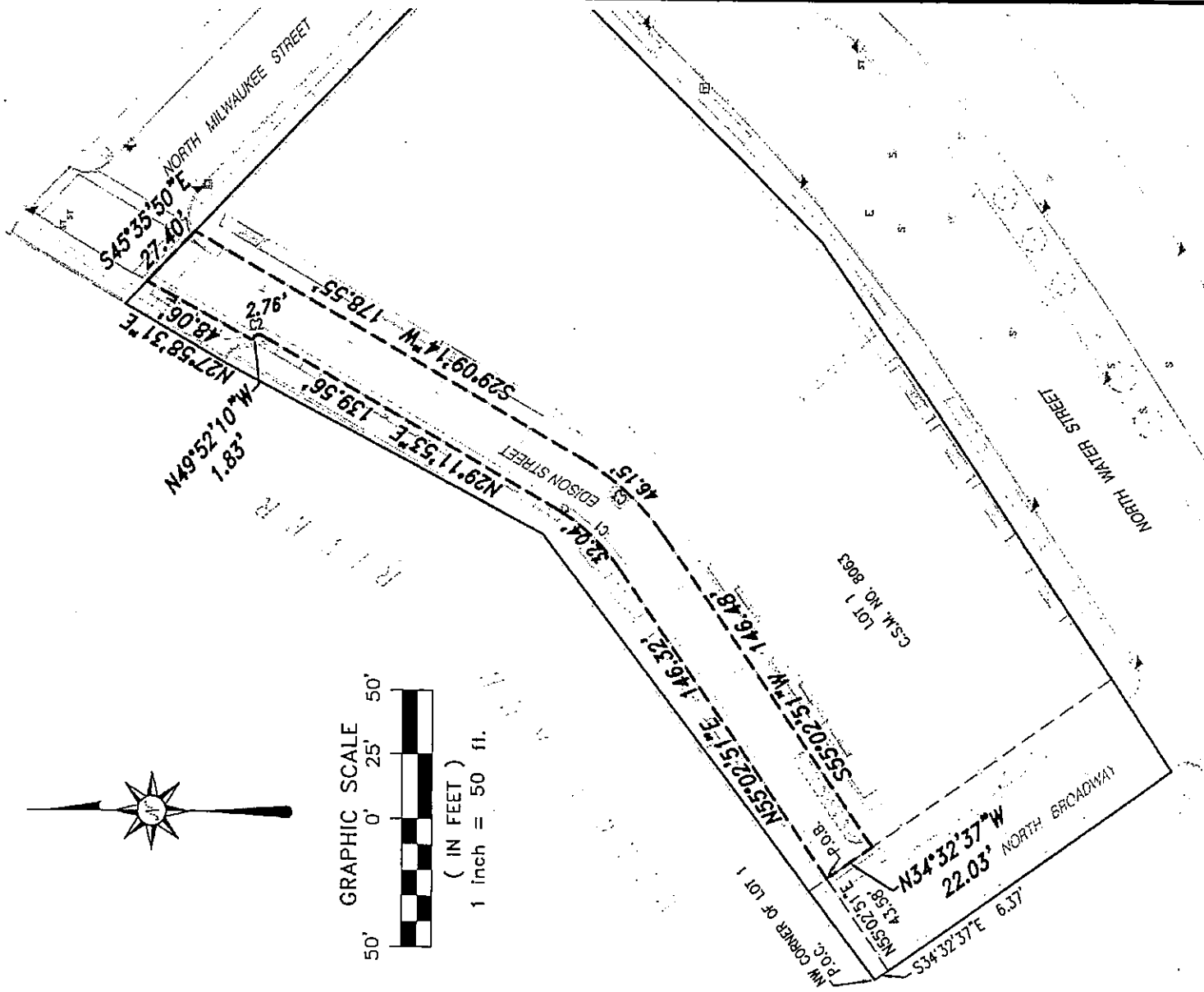
Depiction of Edison Street Easement Area

EASEMENT EXHIBIT

EDISON STREET

CLIENT
Mandel Group

SITE ADDRESS
City of Milwaukee, Milwaukee County, Wisconsin.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD
C1	32.04'	60.10'	22°55'04"	N43°35'19" E 31.83'
C2	2.76'	2.00'	79°01'24"	N102°1'28" W 2.55'
C3	46.15'	102.13'	25°53'37"	S42°06'02" W 45.76'

CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Date: July 20, 2015
 Drawing No. 1294-tjn

EXHIBIT C

Maintenance and Capital Repair Responsibilities

Except as indicated below, Grantor shall assume full responsibility for maintenance and capital repair or replacement of the Edison Street Improvements to the Edison Street Easement Area located on its Property. Any maintenance or capital repair services provided by the Grantee for the Edison Street Easement Area shall be consistent with the frequency, quality, and design standards then applicable for similar improvements in public rights-of-way. Grantor, at its sole discretion, may undertake any maintenance or capital repairs to the improvements to the Edison Street Easement Area located on their respective property if it deems necessary or desirable regardless of whether such maintenance or repair would nominally be the responsibility of Grantee. Grantor and Grantee shall meet from time to time, at either parties' request, to evaluate the division of responsibility for maintenance and capital repair obligations within the Edison Street Easement Area. The term "maintenance" shall mean repairs or services of a routine and ongoing nature. The term "capital repair" shall mean infrequent but significant repairs or improvements necessitated by structural defect or substantial deterioration.

1. Grantee shall provide snow-plowing and/or removal services, including salting, for the vehicular travel and parking lanes of the Edison Street Easement Area. Such snow-plowing and removal services by Grantee shall be consistent with the frequency, quality and standards as used for similarly situated privately owned public right-of-ways. Grantor shall be responsible for snow removal, including salting, from sidewalk areas within the Edison Street Easement Area.
2. Grantee shall provide street sweeping services for the vehicular travel and parking lanes of the Edison Street Easement Area. Such street sweeping service by Grantee shall be consistent with the frequency, quality and standards as used for similarly situated privately owned public right-of-ways. Grantor shall be responsible for litter control/sweeping in the sidewalk areas within the Edison Street Easement Area.

EXHIBIT D

Insurance Requirements

Throughout the term of this Agreement, Grantor shall maintain:

- (a) Commercial comprehensive liability insurance in connection with that portion of the Edison Street Easement Area located upon their respective property, naming the Grantee as additional insured, against all claims, demands, actions for personal injury or death, arising under the indemnification responsibilities set forth in Section 7 of the Agreement, in an amount not less than \$1,000,000.00 for each personal injury to or death of any one person in any one accident; \$5,000,000.00 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000.00 for damage to property in any one accident or such amount as is satisfactory to Grantee in its reasonable discretion, provided that the amount of liability insurance shall not be greater than the amount of liability insurance generally maintained by the owners of similar privately roadways in the downtown Milwaukee area, and
- (b) Comprehensive "all risk" or equivalent insurance, insuring against fire or casualty, vandalism and malicious mischief, with extended coverage in an amount equal to 100% of the full replacement cost of the improvements in the Edison Street Easement Area maintained by such Grantor and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverage required to be maintained hereunder under an umbrella or blanket insurance coverage's, covering other premises so long as the 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 years, with any such adjustments being proportionate to the then current economic conditions.
- (c) Grantor shall provide Grantee with a certificate of insurance, naming Grantee as additional insured for the purposes of this Agreement, and providing that the insurance company will furnish the Grantee with 30 days written notice of cancellation, non-renewal or material change.
- (d) Notwithstanding the above insurance requirements or anything else in the agreement, Grantor's replacement of damaged or destroyed improvements shall be limited to items that such Grantor maintains. Furthermore, no Grantor will be required to make repetitive replacement for items vandalized or destroyed.

EXHIBIT E

Legal Description of the Sewer Easement Area

STORM SEWER

LEGAL DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 8063, recorded on June 25, 2008 as Document No. 9618079, being part of Lots 10 through 14, in Block 123, part of Lots 1 through 4, in Block 144 and vacated East Lyon Street in Partition of Southeast Fraction of Section 20, part of Lots 10, 11 and 12, in Block 123 of Fractional West 1/2 of the Southwest 1/4 of Section 21 and accrued lands in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 20 and the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of Lot 1 of Certified Survey Map No. 8063; thence North 52°06'29" East along the Established Dock Line of the Milwaukee River 43.65 feet to a point; thence South 34°32'37" East 15.61 feet to the point of beginning of lands hereinafter described; thence North 55°05'38" East 116.42 feet to a point; thence North 36°09'06" West 21.65 feet to a point on said Established Dock Line of the Milwaukee River; thence North 52°06'29" East along said Established Dock Line of the Milwaukee River 20.01 feet to a point; thence South 36°09'06" East 42.70 feet to a point; thence South 55°05'38" West 129.36 feet to a point; thence South 07°28'53" West 11.38 feet to a point; thence North 34°32'37" West 28.41 feet to a point of beginning.

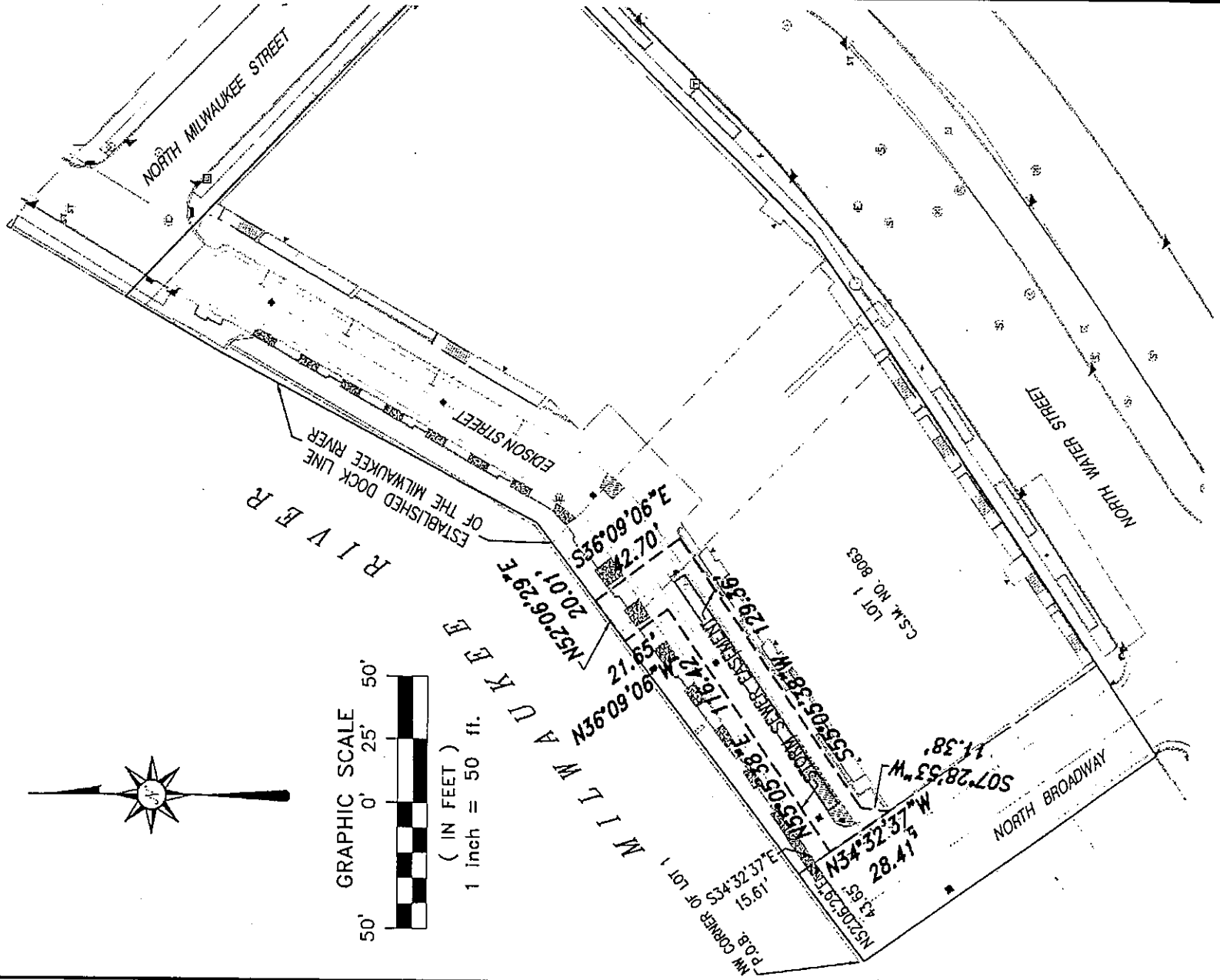
EXHIBIT E-1
Depiction of Sewer Easement Area

EASEMENT EXHIBIT

STORM SEWER

CLIENT
Mandel Group

SITE ADDRESS
City of Milwaukee, Milwaukee County, Wisconsin.



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Date: August 12, 2015
Revised: September 29, 2015
Drawing No. 1294-tjn