



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

**Rocky Marcoux**  
Commissioner  
rmarco@milwaukee.gov

**Martha L. Brown**  
Deputy Commissioner  
mbrown@milwaukee.gov

January 26, 2018

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

Dear Mr. Owczarski:

Enclosed is a fully executed duplicate original of the Grant of Easement Agreement between Schlitz RiverCenter LLC and the City of Milwaukee as it pertains to the Schlitz Park Riverwalk Connection project (TID 41), Contract No. 17-044 (CM).

This agreement was executed pursuant to Common Council Resolution File No. 161500, approved March 1, 2017.

Sincerely,

Scott A. Stange  
Procurement and Compliance Manager  
Department of City Development

Enclosure





**DOC # 10747739**

**RECORDED  
01/26/2018 9:06 AM**

**JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
FEE EXEMPT #:  
\*\*\*This document has been  
electronically recorded and  
returned to the submitter. \*\***

Document Number	GRANT OF EASEMENT AGREEMENT (Schlitz Park Riverwalk Connection) Document Title
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**GRANT OF EASEMENT  
AGREEMENT**  
**Schlitz Park Riverwalk Connection**

Recording Area
Name and Return Address
Mr. Jeremy R. McKenzie Assistant City Attorney City Attorney's Office 841 N. Broadway, 7 <sup>th</sup> Floor Milwaukee, WI 53202

See Exhibit 1

Parcel Identification Number (PIN)

## GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement ("Agreement") is made as of January 10, 2018, by and among Schlitz RiverCenter LLC, a Wisconsin limited liability company ("SRC"), The Brewery Works, Inc., a Wisconsin corporation ("TBW") (SRC and TBW are collectively referred to as the "Grantors") and the City of Milwaukee ("Grantee").

### RECITALS

A. Grantors are the owners of certain property located along the Milwaukee River in the City of Milwaukee, State of Wisconsin all of which is described on Exhibit A attached hereto (the "Property"); and

B. Pursuant to the terms of a Riverwalk Development Agreement dated July 13, 2017 ("Development Agreement") by and among Grantors and Grantee, a certain riverwalk improvement as identified on Exhibit B to the Development Agreement (the "Riverwalk Improvement") will be constructed on the portion of the Property identified on Exhibit B attached hereto (the "Riverwalk Easement Property") and will become part of the Property; and

C. 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, operation and usage; and

D. The Development Agreement requires that the Grantors (i) convey to Grantee the easement rights specified in this Agreement, and (ii) agree to fully and timely perform the covenants, restrictions, undertakings and obligations set forth in this Agreement.

### AGREEMENTS

NOW THEREFORE, in consideration of the above Recitals and the terms and conditions of the Development Agreement, Grantors and Grantee agree as follows:

1. Grantors hereby convey to Grantee, upon completion of the Riverwalk Improvement or at any time thereafter, a nonexclusive easement upon and across the Riverwalk Easement Property and 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 and Riverwalk Easement Property in accordance with the terms of this Agreement, provided, however, that the public, pedestrian access granted herein across the designated walkways shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor; and

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

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

2. Throughout the term of this Agreement, Grantors, or their permitted successors and assigns (collectively referred to herein as "Grantors"), 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. Grantors shall have the right to maintain the insurance coverage required to be maintained hereunder under umbrella or blanket insurance coverage 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 every ten (10) years, with any such adjustment being proportionate to the then current economic conditions; provided that the amount of liability insurance required by Grantee shall not be greater than the amount of liability insurance generally maintained by the owners of similar portions of the Riverwalk System. Grantors shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Agreement, and Grantors agree to promptly provide Grantee with a copy of any written notice of cancellation, non-renewal, or material change Grantors receive from their insurer.

3. Grantors 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 which are covered by any construction warranty). If Grantors fail to maintain the Riverwalk Improvement in the condition required by this Agreement, Grantee may provide Grantors with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantors do not

commence such maintenance or repair work within thirty (30) days from the date of receipt of such written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantors' reasonable control, then Grantee may perform such work and Grantors shall reimburse Grantee for all reasonable costs incurred in performing such work. Should Grantors fail to reimburse the Grantee for such work, the Grantee shall be entitled to record a lien against the Property and the City of Milwaukee (the "City") shall have the right to specially charge the Property under the provisions of 66.0627, Stats. Should the City need to proceed with such special charges under 66.0627 Stats., Grantors hereby waive notice and hearing on such charges. In exercising its right to maintain, repair 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 or from the Milwaukee River and shall not unreasonably or materially disrupt or interfere with access to the Property and the operations of Grantors and any tenant, licensee or occupant on the Property. Grantee shall notify Grantors in advance of Grantee's needs to enter upon the Property, specifying the scope and duration of such entry.

4. Grantors 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. Grantors 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 Riverwalk Improvement 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 Grantors. Grantors 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. Grantors shall have the right to promulgate and enforce their own rules and regulations governing the use of the Riverwalk Improvement by the public such as the number of people present in any single location, duration of stays, noise and permissible activities; provided, however, Grantors' rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit 4, with any terms or provisions set forth in the Development Agreement or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit 4, the Development Agreement 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 Grantors, to enter upon the Riverwalk Improvement to install and remove Decorations. Such installations and removals shall not unreasonably or

materially interfere with the lawful use of the Property by Grantors or any tenant, licensee or occupant of the Property and shall be at Grantee's sole expense.

7. Grantors 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. Grantors 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, Grantors shall not install any Decorations or attach any fixtures to or upon the Riverwalk Improvement without the prior written consent of Grantee. Any request by Grantors for installation of Decorations must be in writing, and Grantee shall approve or disapprove such request in writing within 15 business days following receipt. Failure of Grantee 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 Grantors.

9. This Agreement is a permanent, nonexclusive, 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. Grantors may, at their sole discretion, assign all obligations with respect to the maintenance, repair, and insurance requirements, and funding for electricity, water, and other utilities contained in this Agreement to a condominium or similar property owners' association(s), if applicable, on the Property at any time without Grantee's consent. After such assignment, Grantors shall be released from any further liability under this Agreement.

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 Grantors:

The Brewery Works, Inc.  
Suite 100  
1555 North Rivercenter Drive  
Milwaukee, WI 53212

Schlitz RiverCenter LLC  
c/o The Brewery Works, Inc.  
Suite 100  
1555 North Rivercenter Drive  
Milwaukee, WI 53212

To Grantee:

City of Milwaukee  
Department of City Development  
809 N. Broadway, Second Floor  
Milwaukee, WI 53202  
Attn: Commissioner

12. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and 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 and other costs incurred in such action.

13. This Agreement may be amended only by a written instrument executed by both Grantee and by Grantors.

**[Signatures on the following page]**





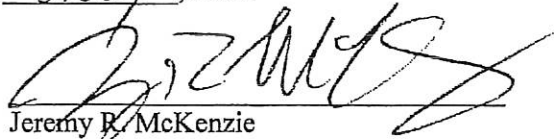
GRANTEE: CITY OF MILWAUKEE

By: Tom Barrett  
Tom Barrett, Mayor

By: Jim Owczarski  
Jim Owczarski, City Clerk

Countersigned: Martin Matson  
for Martin Matson, Comptroller TP

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this 18  
day of January, 2018.



Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

This instrument was drafted by the City of Milwaukee, Office of the City Attorney.

1050-2016-2032:237114

EXHIBIT A

The Properties are comprised of:

1505-1555 North RiverCenter Drive      Tax Parcel 361-0184-112-4  
Owner: Schlitz RiverCenter LLC

1500 North Second Street      Tax Parcel 361-1962-100-8  
Owner: The Brewery Works, Inc.

**EXHIBIT B**

Legal Description of Riverwalk Easement Property

36408699

**LEGAL DESCRIPTION**

**EXHIBIT B**

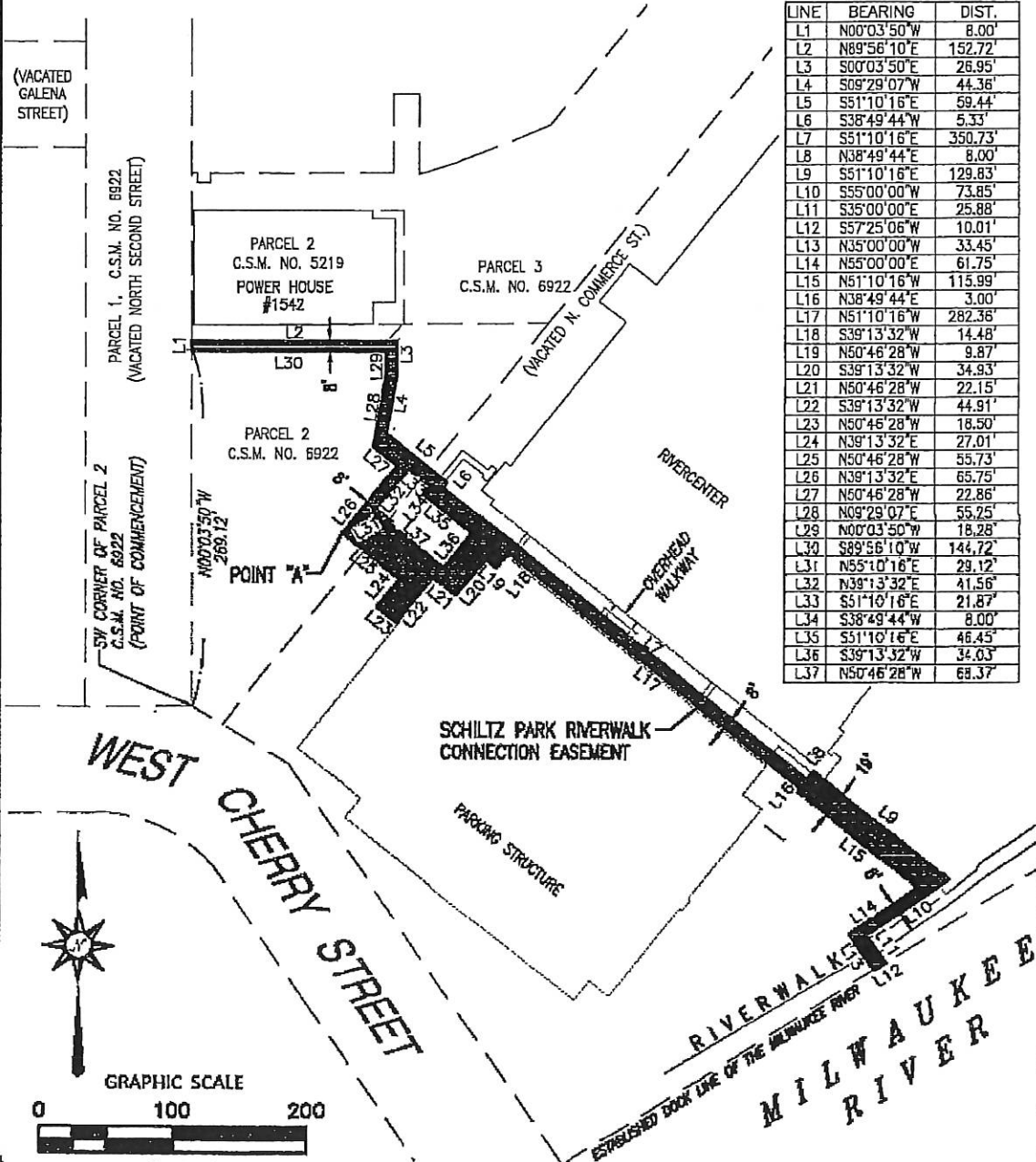
Part of Parcel 2 in Certified Survey Map No. 6922, part of Vacated North Commerce Street, and part of Blocks 19 and 20 in the Plat of Town of Milwaukee on the West Side of the River all in the Northeast 1/4 and Southeast 1/4 of Section 20, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of Parcel 2 of Certified Survey Map No. 6922; thence North 00°03'50" West along the East line of Parcel 1 of Certified Survey Map No. 6922 (vacated North Second Street) 269.12 feet to the point of beginning of the lands hereinafter described; thence continuing North 00°03'50" West along said East line 8.00 feet to a point; thence North 89°56'10" East 152.72 feet to a point; thence South 00°03'50" East 26.95 feet to a point; thence South 09°29'07" West 44.36 feet to a point; thence South 51°10'16" East 59.44 feet to a point; thence South 38°49'44" West 5.33 feet to a point; thence South 51°10'16" East 350.73 feet to a point; thence North 38°49'44" East 8.00 feet to a point; thence South 51°10'16" East 129.83 feet to a point; thence South 55°00'00" West 73.85 feet to a point; thence South 35°00'00" East 25.88 feet to a point on the established dock line of the Milwaukee River; thence South 57°25'06" West along said dock line 10.01 feet to a point; thence North 35°00'00" West 33.45 feet to a point; thence North 55°00'00" East 61.75 feet to a point; thence North 51°10'16" West 115.99 feet to a point; thence North 38°49'44" East 3.00 feet to a point; thence North 51°10'16" West 282.36 feet to a point; thence South 39°13'32" West 14.48 feet to a point; thence North 50°46'28" West 9.87 feet to a point; thence South 39°13'32" West 34.93 feet to a point; thence North 50°46'28" West 22.15 feet to a point; thence South 39°13'32" West 44.91 feet to a point; thence North 50°46'28" West 18.50 feet to a point; thence North 39°13'32" East 27.01 feet to a point; thence North 50°46'28" West 55.73 feet to a point, said point also known as (Point "A"); thence North 39°13'32" East 65.75 feet to a point; thence North 50°46'28" West 22.86 feet to a point; thence North 09°29'07" East 55.25 feet to a point; thence North 00°03'50" West 18.28 feet to a point; thence South 89°56'10" West 144.72 feet to the point of beginning.

Excepting lands described as follows: Commencing at said (Point "A"); thence North 55°10'16" East 29.12 feet to the point of beginning of the lands hereinafter described; thence North 39°13'32" East 41.56 feet to a point; thence South 51°10'16" East 21.87 feet to a point; thence South 38°49'44" West 8.00 feet to a point; thence South 51°10'16" East 46.45 feet to a point; thence South 39°13'32" West 34.03 feet to a point; thence North 50°46'28" West 68.37 feet to the point of beginning.

**LINE TABLE**

LINE	BEARING	DIST.
L1	N00°03'50"W	8.00'
L2	N89°56'10"E	152.72'
L3	S00°03'50"E	26.95'
L4	S09°29'07"W	44.36'
L5	S51°10'16"E	59.44'
L6	S38°49'44"W	5.33'
L7	S51°10'16"E	350.73'
L8	N38°49'44"E	8.00'
L9	S51°10'16"E	129.83'
L10	S55°00'00"W	73.85'
L11	S35°00'00"E	25.88'
L12	S57°25'06"W	10.01'
L13	N35°00'00"W	33.45'
L14	N55°00'00"E	61.75'
L15	N51°10'16"W	115.99'
L16	N38°49'44"E	3.00'
L17	N51°10'16"W	282.36'
L18	S39°13'32"W	14.48'
L19	N50°46'28"W	9.87'
L20	S39°13'32"W	34.93'
L21	N50°46'28"W	22.15'
L22	S39°13'32"W	44.91'
L23	N50°46'28"W	18.50'
L24	N39°13'32"E	27.01'
L25	N50°46'28"W	55.73'
L26	N39°13'32"E	65.75'
L27	N50°46'28"W	22.86'
L28	N09°29'07"E	55.25'
L29	N00°03'50"W	18.28'
L30	S89°56'10"W	144.72'
L31	N55°10'16"E	29.12'
L32	N39°13'32"E	41.56'
L33	S51°10'16"E	21.87'
L34	S38°49'44"W	8.00'
L35	S51°10'16"E	46.45'
L36	S39°13'32"W	34.03'
L37	N50°46'28"W	68.37'



May 31, 2017  
Drawing No. 1185-grb

## **EXHIBIT C**

### **Maintenance Standards for the Riverwalk Improvement**

1. Open for use at all times except as it relates to adverse possession and times of maintenance and repair.
2. Maintain a minimum of 8-foot wide clear path for through movement of pedestrians at all times the structure is open.
3. Maintain lighting during hours of darkness for security and safety (same burn time as City street lighting – minimum).
4. Remove ice and snow within 24 hours of a storm, including clearing off any area drains such that they are kept open at all times
5. Keep Riverwalk generally clean of litter on a daily basis.
  - Empty trash receptacles as necessary
  - Wash down Riverwalk of bird droppings/discarded forage as necessary
6. Keep benches and other amenities in good, safe repair at all times.
7. 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)
8. Effect deck repairs to mitigate potential injury to public.
9. Inspect structural integrity of facility semi-annually and as necessary if collisions or other problems occur.