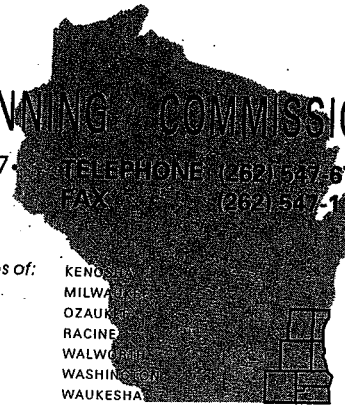


SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607

TELEPHONE (262) 547-8721
FAX (262) 547-1103



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WAUKESHA

March 25, 2003

Mr. Thomas H. Miller
Coordination Manager
City of Milwaukee Department of Public Works
Municipal Building, Room 516
841 N. Broadway
Milwaukee, WI 53202

Dear Mr. Miller:

This will respond to your recent telephone inquiry regarding Commission-adopted plans as they relate to the evolving riverwalk system in the City of Milwaukee. Please be advised that the continued development of the riverwalk system would be in conformance with and serve to implement the regional land use plan, which encourages the provision of amenities such as urban waterfront facilities in dense urban areas. Moreover, the regional park and open space plan has long recommended the provision of facilities accommodating general river access and passive recreational pursuits in association with the Milwaukee and Menomonee River corridors. The continued development of the riverwalk system would serve to implement this recommendation.

We trust that the foregoing responds to your inquiry and will be helpful to you. Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Philip C. Evenson".

Philip C. Evenson
Executive Director

PCE/WJS/ws
81458

GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement is made as of October 6, 1994, by and between the Banc One Building Management Corporation, a Wisconsin corporation ("Grantor") and the Board of Business Improvement District No. 15 ("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 Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to the terms of a Riverwalk Development Agreement for Business Improvement District No. 15 dated as of May 23, 1994 (the "BID Development Agreement") by and between Grantee and the City of Milwaukee ("City") and the terms of a Riverwalk Project Agreement dated as of 10/06/94, 1994 (the "Project Agreement") by and between Grantor and Milwaukee Riverwalk District, Inc. certain riverwalk improvements identified on Exhibit B attached hereto (the "Riverwalk Improvements") will be constructed on the Property and will become part of the Property; and

WHEREAS, the parties hereto acknowledge that the Riverwalk Improvements are part of a comprehensive, publicly accessible riverwalk system, more particularly described in the BID Development Agreement, and that it is desirable that the components of such riverwalk system be generally compatible in design and appearance and generally uniform in maintenance and usage; and

WHEREAS, the BID Development Agreement imposes upon Grantee certain responsibilities with respect to the development, maintenance and repair of the riverwalk system of which the Riverwalk Improvements are a part: and

REEL 3663 IMAG 1395

WHEREAS, in consideration of the construction of the Riverwalk Improvements, the BID Development Agreement and the Project Agreement require that the Grantor (i) convey to Grantee and the City 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 Project Agreement, Grantor and Grantee agree to the following:

1. Grantor hereby conveys to Grantee a nonexclusive easement upon and across the Riverwalk Improvements 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 walkway of the Riverwalk Improvements shown on Exhibit B attached hereto in accordance with the terms of this Agreement;

(b) maintenance, repair and/or replacement of all or any portion of the Riverwalk Improvements by Grantee and/or the City 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 and/or the City in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor shall maintain (a) comprehensive liability insurance, naming the Grantee and the City, their 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 each personal injury or death of more than one person in any one accident; and in

REEL 3663 IMAG 1396

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 Improvements, including replacement cost endorsement 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.

Grantee reserves the right to secure and maintain the insurance described in this paragraph 2 and, in the event Grantee obtains such insurance, then the cost of same shall be for the account of Grantor and shall be specially assessed against Grantor and the Property by Grantee through the special assessment method contained in the most current Business Improvement District Operating Plan referred to in the BID Development Agreement (the "Operating Plan").

3. Grantor shall be responsible to maintain the Riverwalk Improvements 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. If Grantor fails to maintain the Riverwalk Improvements in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee determines has not been done. If the 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 control, then Grantee may perform such work and shall be reimbursed for all costs incurred in performing such work by specially

REEL 3663 IMAG 1397

assessing Grantor and the Property for the cost of such work in accordance with the special assessment method contained in the most current Operating Plan. Grantee covenants that, as provided in the BID Development Agreement, Grantee shall require all grantors of riverwalk easements to Grantee to agree to maintain their respective riverwalk improvements and that Grantee shall uniformly enforce such maintenance obligations against such grantors.

4. Grantor shall, at all times, make the walkway of the Riverwalk Improvements 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. Upon the affirmative vote of at least five of its board members, and with the prior approval of the City, Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the Riverwalk Improvements by the public. Such rules and regulations shall be uniform and consistent for all properties subject to agreements similar to this Agreement 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 Improvements.

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 Improvements to install and/or remove Decorations. Such installations and removals shall not materially interfere with Grantor's or Grantor's tenants' lawful use of the Property or the Riverwalk Improvements and shall be at Grantee's sole expense.

REEL 3663 IMAG 1398

7. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of trees and flowers on the Riverwalk Improvements (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvements).
8. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvements or make any changes to the color scheme of the Riverwalk Improvements as originally installed without the prior written consent of Grantee and the City. Further, Grantor shall not install any decorative elements or attach any fixtures to or upon the Riverwalk Improvements 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 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.
9. Grantor expressly acknowledges that the rights granted to Grantee hereunder are also exercisable by the City in accordance with the terms of the BID Development Agreement.
10. This Agreement shall run with the land, encumbering the Property for the term hereof, and shall be binding on and shall inure to the benefit of the parties hereto and to the City, their respective heirs, successors and assigns. This Agreement shall terminate on May 23, 2093. In the event that Grantee dissolves or ceases to exist prior to the termination of this Agreement, the City may, upon written notice to Grantor, succeed to all of the interests of Grantee hereunder. In no event shall the pedestrian easement granted to the public under paragraph 1(a) of this Agreement terminate prior to the stated term of this Agreement.
11. This Agreement may not be amended without the prior written consent of the City.

REEL 3663 IMAG 1399

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals ^{as of} on this 6th day of October 1994.

BOARD OF BUSINESS IMPROVEMENT
DISTRICT NO. 15

BANC ONE BUILDING
MANAGEMENT
CORPORATION

BY *William J. Steele, Jr.*
William J. Steele, Jr.
State of Wisconsin)
SS
County of Milwaukee)

BY *William J. Steele, Jr.*
William Steele, Jr.

This instrument was acknowledged before me on October 7, 1994 by William J. Steele, Jr. as Chairman of Board of Business Improvement District No. 15.

Cheri Eddy
Notary Public, State of Wisconsin Cheri Eddy
My Commission Expires: 2/19/95

State of Wisconsin)
SS
County of Milwaukee)

This instrument was acknowledged before me on October 7, 1994 by William Steele, Jr. as President of Banc One Building Management Corporation.

Cheri Eddy
Notary Public, State of Wisconsin Cheri Eddy
My Commission Expires: 2/19/95

7145734

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT 4:15 PM

NOV 2 1995

REEL 3663 IMAGE 1394 TO 1403

Wanda Campbell REGISTER DE DEEDS TRCL

7145734
RECORD 28.00

REEL 3663 IMAG 1400

This document was drafted by Ronald P. Huntley, Patrick B. McDonnell and Bruce T. Block and after recording should be returned to:

Joseph Weirick, Regional Partner
Faison & Associates
100 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

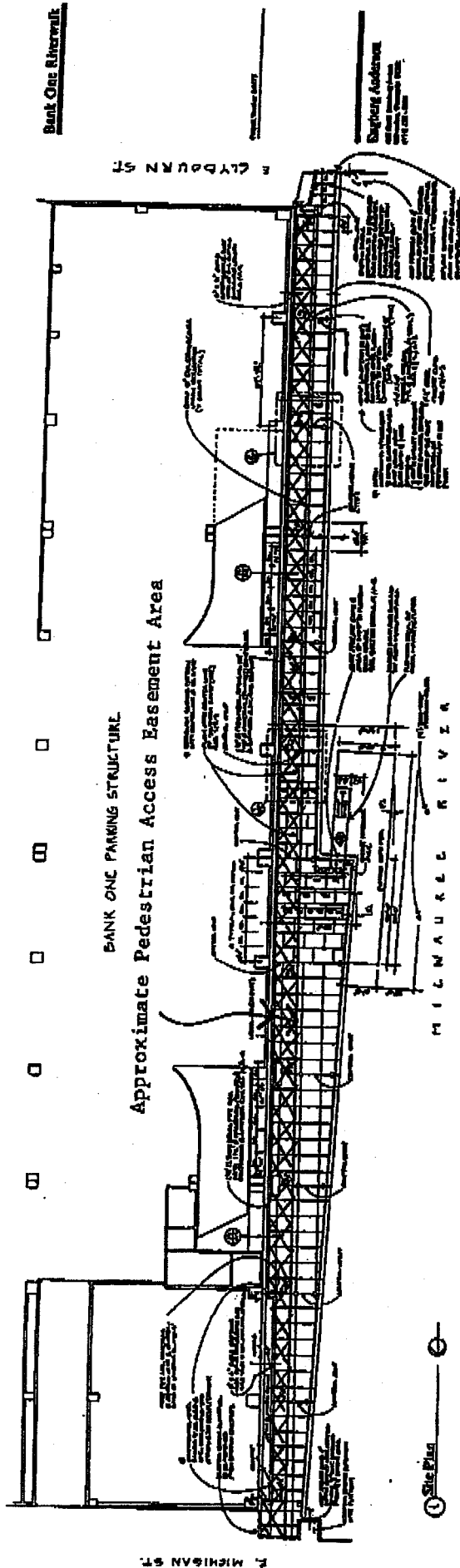
REEL 3663 IMAG 1401

All of Lots One (1) through Six (6) in Block Four (4) in Plat of the Town of Milwaukee on the East Side of the River in the South East One-Quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, being more particularly described as follows: Commencing at the North East corner of Lot 1 in said Block 4; running thence South 85°58'14" West along the North line of said Lot 1 and said North line as extended 200.61 feet to a point in the center line of the Milwaukee River; running thence South along said center line of the Milwaukee River to a point which is 106.15 feet West of the South West corner of Lot 6 in said Block 4 measured along the South line of said Lot 6 and its Westerly extension; running thence North 85°54'14" East along the Westerly extension of the South line of said Lot 6 and the South line of said Lot 6, 243.15 feet to the South East corner of said Lot 6; running thence North 4°43'12" West along the East line of said Block 4, 360.38 feet to the place of commencement.

REEL 3663 IMAG 1402

EXHIBIT B

PEDESTRIAN ACCESS EASEMENT AREA
ON RIVERWALK IMPROVEMENTS



KEY



= Approximate Pedestrian
Access Easement Area

Note:

Grantor may determine actual east/west placement of 8'-0" easement area within the width of the Riverwalk Improvements.

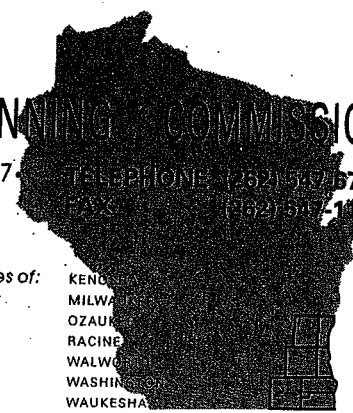
EXHIBIT C**REEL 3663 IMAG 1403****RIVERWALK
Maintenance and Operation Criteria
First Class Facility**

1. **Open for use at all times except as it relates to adverse possession, and times of maintenance and repair.**
2. **Wherever possible, keep 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).**
 - **Replace burned out luminaires as necessary**
4. **Remove ice and snow within 24 hours of a storm.**
 - **Area drains, if any, 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 (alewives, etc.) 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**
 - **Patch spalled area to minimize irregular walking surface**
 - **Level differential pavement joints of 1-inch or more to minimize tripping hazard**
9. **Inspect structural integrity of facility semi-annually and as necessary if collisions or other problems occur.**

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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WAUKESHA

March 25, 2003

Mr. Thomas H. Miller
Coordination Manager
City of Milwaukee Department of Public Works
Municipal Building, Room 516
841 N. Broadway
Milwaukee, WI 53202

Dear Mr. Miller:

This will respond to your recent telephone inquiry regarding Commission-adopted plans as they relate to the evolving riverwalk system in the City of Milwaukee. Please be advised that the continued development of the riverwalk system would be in conformance with and serve to implement the regional land use plan, which encourages the provision of amenities such as urban waterfront facilities in dense urban areas. Moreover, the regional park and open space plan has long recommended the provision of facilities accommodating general river access and passive recreational pursuits in association with the Milwaukee and Menomonee River corridors. The continued development of the riverwalk system would serve to implement this recommendation.

We trust that the foregoing responds to your inquiry and will be helpful to you. Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Philip C. Evenson".

Philip C. Evenson
Executive Director

PCE/WJS/ws
81458

GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement is made as of October 6, 1994, by and between the Banc One Building Management Corporation, a Wisconsin corporation ("Grantor") and the Board of Business Improvement District No. 15 ("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 Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to the terms of a Riverwalk Development Agreement for Business Improvement District No. 15 dated as of May 23, 1994 (the "BID Development Agreement") by and between Grantee and the City of Milwaukee ("City") and the terms of a Riverwalk Project Agreement dated as of 10/06/94, 1994 (the "Project Agreement") by and between Grantor and Milwaukee Riverwalk District, Inc. certain riverwalk improvements identified on Exhibit B attached hereto (the "Riverwalk Improvements") will be constructed on the Property and will become part of the Property; and

WHEREAS, the parties hereto acknowledge that the Riverwalk Improvements are part of a comprehensive, publicly accessible riverwalk system, more particularly described in the BID Development Agreement, and that it is desirable that the components of such riverwalk system be generally compatible in design and appearance and generally uniform in maintenance and usage; and

WHEREAS, the BID Development Agreement imposes upon Grantee certain responsibilities with respect to the development, maintenance and repair of the riverwalk system of which the Riverwalk Improvements are a part: and

REEL 3663 IMAG 1395

WHEREAS, in consideration of the construction of the Riverwalk Improvements, the BID Development Agreement and the Project Agreement require that the Grantor (i) convey to Grantee and the City 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 Project Agreement, Grantor and Grantee agree to the following:

1. Grantor hereby conveys to Grantee a nonexclusive easement upon and across the Riverwalk Improvements 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 walkway of the Riverwalk Improvements shown on Exhibit B attached hereto in accordance with the terms of this Agreement;

(b) maintenance, repair and/or replacement of all or any portion of the Riverwalk Improvements by Grantee and/or the City 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 and/or the City in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor shall maintain (a) comprehensive liability insurance, naming the Grantee and the City, their 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 each personal injury or death of more than one person in any one accident; and in

REEL 3663 IMAG 1396

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 Improvements, including replacement cost endorsement 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.

Grantee reserves the right to secure and maintain the insurance described in this paragraph 2 and, in the event Grantee obtains such insurance, then the cost of same shall be for the account of Grantor and shall be specially assessed against Grantor and the Property by Grantee through the special assessment method contained in the most current Business Improvement District Operating Plan referred to in the BID Development Agreement (the "Operating Plan").

3. Grantor shall be responsible to maintain the Riverwalk Improvements 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. If Grantor fails to maintain the Riverwalk Improvements in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee determines has not been done. If the 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 control, then Grantee may perform such work and shall be reimbursed for all costs incurred in performing such work by specially

REEL 3663 IMAG 1397

assessing Grantor and the Property for the cost of such work in accordance with the special assessment method contained in the most current Operating Plan.

Grantee covenants that, as provided in the BID Development Agreement, Grantee shall require all grantors of riverwalk easements to Grantee to agree to maintain their respective riverwalk improvements and that Grantee shall uniformly enforce such maintenance obligations against such grantors.

4. Grantor shall, at all times, make the walkway of the Riverwalk Improvements 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. Upon the affirmative vote of at least five of its board members, and with the prior approval of the City, Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the Riverwalk Improvements by the public. Such rules and regulations shall be uniform and consistent for all properties subject to agreements similar to this Agreement 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 Improvements.

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7. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of trees and flowers on the Riverwalk Improvements (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvements).
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9. Grantor expressly acknowledges that the rights granted to Grantee hereunder are also exercisable by the City in accordance with the terms of the BID Development Agreement.
10. This Agreement shall run with the land, encumbering the Property for the term hereof, and shall be binding on and shall inure to the benefit of the parties hereto and to the City, their respective heirs, successors and assigns. This Agreement shall terminate on May 23, 2093. In the event that Grantee dissolves or ceases to exist prior to the termination of this Agreement, the City may, upon written notice to Grantor, succeed to all of the interests of Grantee hereunder. In no event shall the pedestrian easement granted to the public under paragraph 1(a) of this Agreement terminate prior to the stated term of this Agreement.
11. This Agreement may not be amended without the prior written consent of the City.

REEL 3663 IMAG 1400

This document was drafted by Ronald P. Huntley, Patrick B. McDonnell and Bruce T. Block and after recording should be returned to:

Joseph Weirick, Regional Partner
Faison & Associates
100 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

REEL 3663 IMAG 1401

All of Lots One (1) through Six (6) in Block Four (4) in Plat of the Town of Milwaukee on the East Side of the River in the South East One-Quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, being more particularly described as follows: Commencing at the North East corner of Lot 1 in said Block 4; running thence South 85°58'14" West along the North line of said Lot 1 and said North line as extended 200.61 feet to a point in the center line of the Milwaukee River; running thence South along said center line of the Milwaukee River to a point which is 106.15 feet West of the South West corner of Lot 6 in said Block 4 measured along the South line of said Lot 6 and its Westerly extension; running thence North 85°54'14" East along the Westerly extension of the South line of said Lot 6 and the South line of said Lot 6, 243.15 feet to the South East corner of said Lot 6; running thence North 4°43'12" West along the East line of said Block 4, 360.38 feet to the place of commencement.

Resolution authorizing application for a grant under the State of Wisconsin Department of Natural Resources Stewardship Local Assistance Program for the purpose of constructing a riverwalk connection between the existing downtown riverwalk system and the developing Historic Third Ward riverwalk.

This resolution authorizes the Commissioner of Public Works to apply for a State grant in the amount of \$250,000 under the Stewardship Local Assistance Program. The grant would be used to construct a handicap accessible riverwalk connection between the existing downtown riverwalk and the riverwalk being developed in the Historic Third Ward. The grant would have to be matched by the City on a dollar for dollar basis. The City's share would be included in the City's 2004 budget. It is recognized that separate Common Council action will be required to authorize the matching funds and to accept the grant, if approved.

Whereas, The City of Milwaukee, in conjunction with downtown and Historic Third Ward property owners, has developed an extensive riverwalk system over the last decade; and

Whereas, The riverwalk system is intended to eventually provide a continuous, handicap accessible walkway from the lakefront to the downtown area and beyond; and

Whereas, The riverwalk has played an instrumental role in the revitalization of downtown; and

Whereas, The downtown riverwalk and the riverwalk in the Historic Third Ward have been independently designed and developed; and

Whereas, Available funding for both systems has not allowed the construction of a convenient, handicap accessible connection between the two; and

Whereas, A preliminary design for such a connection has been completed and a rough cost estimate (approximately \$500,000) has been prepared; and

Whereas, This connection would be located on the east side of the Milwaukee River between Clybourn and Michigan Streets; and

Whereas, The State of Wisconsin Department of Natural Resources administers various grant programs one of which, the Stewardship Local Assistance Program, may be a source of partial funding for the riverwalk connection between downtown and the Historic Third Ward; and

Whereas, Any grant approved under the Stewardship Local Assistance Program will require a dollar for dollar match from the recipient community; and

Whereas, It is the intent of the Common Council to consider authorization of matching funds as part of the City's year 2004 budget; and

Whereas, It is expected that both Business Improvement District Number 2 (Historic Third Ward) and Number 15 (Downtown Riverwalk) will contribute toward the grant's required local match in amounts consistent with their contributions toward development of riverwalks in their districts; now, therefore, be it

Resolved, That the Commissioner of Public Works is hereby authorized to apply for a grant in the amount of \$250,000 under the State of Wisconsin's Stewardship Local Assistance Program; and be it

Further Resolved, That, should the grant be approved, the Commissioner shall not enter into a grant agreement with the Department of Natural Resources unless and until the City's matching funding has been authorized.