

**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 19, 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 Agreement for the Riverwalk for the North End Project, Phase IV between North End Phase IV, LLC, 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  
Mary Schanning, Esq.



Perpetual Non-exclusive Easement Agreement  
Riverwalk  
(North End Project – Phase IV)

Document Number

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)

DUPLICATE  
ORIGINAL

**PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT**

**RIVERWALK  
(North End Project – Phase IV)**

THIS PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT (this “**Agreement**”) is dated as of \_\_\_\_\_, 2015, by and among 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 real property situated along the Milwaukee River in the City of Milwaukee, State of Wisconsin, as more particularly described on **EXHIBIT A** attached hereto (the “**Property**”).
- B. On or about date hereof, Grantor will dedicate to the City, for use as a public right-of-way to be known as North Broadway Street, certain real property situated along the Milwaukee River in the City of Milwaukee, State of Wisconsin, more particularly described on **EXHIBIT A-1** attached hereto (the “**Broadway Street Stub**”).
- C. Pursuant to the terms of that certain Development Agreement (North End Project) dated as of November 1, 2007, as amended and modified from time to time, (the “**Development Agreement**”) among Developer, the City and the Redevelopment Authority of the City of Milwaukee (“**RACM**”), the Developer is obligated to construct certain riverwalk improvements consistent with those constructed upon other portions of the City’s Riverwalk System, as defined herein, including the portions of the dock wall above the grade of the Riverwalk System and incorporated into the Riverwalk System and the actual riverwalk itself (the “**Riverwalk**”) along the Property (the “**New Riverwalk Improvements**”) and the Broadway Street Stub (the “**Street Stub Riverwalk Improvements**,” and, together with the New Riverwalk Improvements, the “**Riverwalk Improvements**”). Any such Riverwalk Improvements shall be constructed in accordance with all applicable design requirements of the City and RACM and within the area legally described on the attached **EXHIBIT B**, and depicted on attached **EXHIBIT B-1** (the “**Riverwalk Easement Area**”). Upon completion of the applicable Riverwalk Improvements, the New Riverwalk Improvements shall become part of the Property and the Street Stub Riverwalk Improvements shall become part of the Broadway Street Stub.
- D. The parties hereto acknowledge that the Riverwalk Improvements are 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.

E. North End Phase IV LLC, a Wisconsin limited liability company, 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**”).

F. The Development Agreement requires that Developer or its assigns (i) convey to the City the easement rights specified in this Agreement and (ii) agree to the covenants, restrictions and obligations imposed by this Agreement. The parties hereto further acknowledge that this Agreement shall not become effective unless and until the applicable conditions set forth herein are met.

## AGREEMENTS

NOW THEREFORE, in consideration of the above Recitals and the terms and conditions of the Development Agreement, Developer, Grantor and Grantee agree to the following:

1. Grant of Easement. Effective as of the Effective Date, as defined below, Grantor hereby conveys to Grantee a nonexclusive easement upon and across the New Riverwalk Improvements located within the Riverwalk Easement Area and, solely to the extent reasonably necessary to carry out the activities described in subparagraph (b) below, upon and across the portion of the Property referred to as Edison Street for the following purposes:

(a) pedestrian access, for the benefit of the public, across the portion of the New Riverwalk Improvements that will consist of walkways, sidewalks or stairways, in accordance with the terms of this Agreement;

(b) maintenance, repair and/or replacement of all or any portion of the New Riverwalk Improvements 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 within the Riverwalk Easement Area (collectively, the “**Decorations**”) by Grantee in accordance with the terms of this Agreement.

2. Effective Date. Except as set forth in Section 5(b) below, this Agreement shall not be effective until Certificate(s) of Completion, as defined below, has/have been issued for the New Riverwalk Improvements and for the Phase IV Project in which the New Riverwalk Improvements are included (the “**Effective Date**”).

3. Maintenance; Right of Entry. Grantor shall be responsible to maintain or cause to be maintained the Riverwalk Improvements located within the Riverwalk Easement Area in accordance with the maintenance standards set forth on **EXHIBIT C** attached hereto. Grantor shall undertake all necessary capital repairs and replacements to the New Riverwalk Improvements 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 Grantor or its designee fails to maintain the New Riverwalk Improvements within the Riverwalk Easement Area 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 New Riverwalk Improvements, Grantee shall, to the extent both possible and practical, attempt to perform all necessary work from adjacent portions of the Riverwalk System and/or from the Milwaukee River 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. Grantee shall notify Grantor in advance of Grantee's need to enter upon the Riverwalk Easement Area. Grantee shall be responsible to make capital repairs and replacements to the Street Stub Riverwalk Improvements.

4. Public Rights. Except as expressly provided herein, Grantor shall, at all times, make the walkway of the Riverwalk Improvements on the Riverwalk Easement Area available for use by members of the public, except for such times as such walkway must be closed (i) for construction, maintenance, repair or replacement of the Riverwalk System, the adjacent Edison Street or the buildings and/or improvements adjacent to Edison Street, (ii) to protect against unsafe conditions or (iii) 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. Grantor shall have the exclusive right to install additional public or private docks and private boat slips anywhere along the dock wall appurtenant to the Property. Such additional private boat slips may be appurtenant to public or private dock systems and may be for the exclusive use of owners/occupants of any interest in or part of the Property as may be designated by Grantor, provided such docks and slips are in compliance with applicable laws. Grantor shall have the exclusive right to permit commercial vending and similar activities, including, without limitation, the right to place kiosks, push carts and similar temporary structures, carts or other similar items within and/or along the Riverwalk Easement Area, and to charge "rent", a user or license fee or similar charge provided that such activities do not unreasonably interfere with pedestrian traffic, comply with any applicable City ordinances and maintain a minimum of 8-foot wide clear path for through movement of pedestrians at all times the Riverwalk is open.

5. River Event.

(a) Developer shall design and construct certain improvements at the termination of North Milwaukee Street (the "**River Event Improvements**"), which may include, without limitation, seating areas, lighting, railings and stairways and ramps to permit public access to the Milwaukee River. The initial River Event Improvements and other improvements shall be designed and constructed in accordance with plans and specifications set forth on **EXHIBIT D** attached hereto.

(b) As of the date this Agreement is fully executed by the parties hereto, Grantee hereby conveys to Grantor a nonexclusive easement upon and across certain real

property legally described on the attached EXHIBIT E, and depicted on attached EXHIBIT E-1 (the "River Event Easement Area") for the following purposes:

- (i) construction of the River Event Improvements pursuant to the terms of this Agreement;
- (ii) pedestrian access across the River Event Improvements to such private boat docks adjacent to the Property as may be constructed by Developer or Grantor from time to time; and
- (iii) maintenance and repair of the River Event Improvements, if applicable, pursuant to Section 5(c) below.

(c) Grantor shall be responsible to maintain or cause to be maintained the River Event Improvements in good condition and repair, ordinary wear and tear excepted. If Grantor fails to maintain or repair the River Event Improvements in accordance with this Agreement within sixty (60) days after written notice from Grantee identifying the failure (or, if it is not possible for Grantor to complete such maintenance or repair within sixty (60) days after written notice, if Grantor fails to commence such maintenance or repair within said sixty (60) day period and thereafter diligently pursue such maintenance or repair), then Grantee shall have the right, but not the obligation, to undertake the required maintenance or repair and to charge the reasonable cost thereof to Grantor. Unless otherwise agreed in writing, Grantee shall undertake all necessary capital repairs and replacements to the River Event Improvements 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).

6. Rules and Regulations. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the Riverwalk Improvements and River Event Improvements by the public that are uniform and consistent with rules and regulations promulgated by the Board of Business Improvement District No. 15 (the "BID") and applicable to those components of the Riverwalk System under the jurisdiction of that BID. 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 New Riverwalk Improvements. 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 Improvements and River Event Improvements by the public; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of EXHIBIT F or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of EXHIBIT F or the rules and regulations promulgated by Grantee shall control.

7. Decorations. Grantee shall have the right from time to time, and upon at least 72 hours prior written notice to a Grantor, to enter upon the New Riverwalk Improvements within the Riverwalk Easement Area to install and/or remove Decorations. Such installations and removals shall not materially interfere with the lawful use of the Property by Grantor or any

unit owners, tenants, licensees or occupants of the Property and shall be at Grantee's sole expense.

8. Utilities. Grantor shall pay or cause to be paid for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Riverwalk Improvements within the Riverwalk Easement Area, including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvements within the Riverwalk Easement Area.

9. Alterations. Grantor shall not make any material 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, which shall not be unreasonably withheld. Further, Grantor shall not install any decorative elements or attach any fixtures to or upon the Riverwalk Improvements or upon the Riverwalk Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld. 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. Other than installation and removal of Decorations as provided herein, Grantee shall not make any changes to the Riverwalk Improvements without the prior written approval of the Grantor or its designee(s).

10. Insurance. Throughout the term of this Agreement, Grantor shall maintain or cause to be maintained (a) comprehensive liability insurance, naming the Grantee as an additional insured, 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 New Riverwalk Improvements, sufficient to avoid all co-insurance provisions of the subject insurance policy and, at the option of 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 but any resulting increase in coverage must be commercially reasonable and prudent based on coverages provided for other owners of similar portions of the Riverwalk System. 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.

11. Assignment. Grantor expressly acknowledge that if the Property is legally added to the BID, then the rights granted to Grantee hereunder may be assigned in whole or in part to the BID and are exercisable by the BID. Except as set forth above, Grantee shall not assign this Agreement without the written consent of Grantor. Until such time as the construction of the Riverwalk Improvements are substantially completed, Developer shall not assign its interest or obligations in this Agreement without the written consent of Grantee; provided, however, that Developer may assign all or any part of its interest 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 any condominium unit owners or building owners association now existing or yet to be formed representing, at a minimum, all of the owners of the Property. Upon substantial completion of the Riverwalk Improvements, Developer shall have no further obligation or liability hereunder. Upon request, Grantee shall provide, or cause RACM to provide, Developer and Grantor with a completion certificate confirming that the Riverwalk 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 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 rights and obligations hereunder to any party or parties owning the Property or to any 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. Upon any such assignment, the assigning party shall have no further rights or obligations under this Agreement.

12. Run with the Land. This Agreement shall run with the land, encumbering the Property and the Broadway Street Stub and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns. 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.

13. 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 Grantor:

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



To Developer:

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

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

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

To Grantee:

Commissioner of City Development  
City of Milwaukee  
809 North Broadway  
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

14. 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.
15. Amendment. This Agreement may be amended only by a written instrument executed by Grantee, Grantor and, until the Riverwalk Improvements have been completed, Developer.
16. 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.
17. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

18. City Rights to Construct Riverwalk. If construction of the Riverwalk System within the Riverwalk Easement Area is not commenced on or before the seventh (7<sup>th</sup>) anniversary of the execution date of this Agreement, the City may, upon ninety (90) days written notice to Developer and Grantor, and provided none of said parties commence construction of the Riverwalk System within said ninety (90) day period, as extended for reasons outside of the reasonable control of Developer and/or Grantor, commence construction of the Riverwalk Improvements located within the Riverwalk Easement Area in accordance with the terms of this Agreement and the Development Agreement at the City's sole cost and expense, provided that prior to the issuance of a Certificate of Occupancy for any building on the Property, the owner of said building shall reimburse the City for 30% of the City's reasonable and documented costs and expenses in constructing the Riverwalk on the Property and 50% of City's reasonable and documented costs and expenses incurred in making any repairs to the dock wall that were necessary to construct the Riverwalk Improvements.


19. Termination. This Agreement shall terminate and be of no further force and effect if the Riverwalk has not been completed on or before the expiration of Tax Incremental Financing District No. 48.

20. 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; Signatures on Next Page]

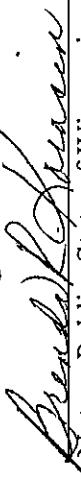
IN WITNESS WHEREOF, Developer, Grantor and Grantee have hereunto set their hands and seals on this 15<sup>th</sup> day of December, 2015.

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

By:   
Barry R. Mandel  
Manager

State of Wisconsin )  
                                  ): SS  
Milwaukee County )

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


  
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:   
Barry R. Mandel  
Manager

State of Wisconsin )  
                                  ): SS  
Milwaukee County )

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

  
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:

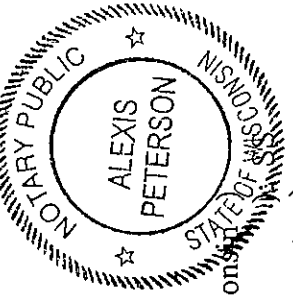
Martin Maison  
Martin Maison, Comptroller

Approved as to form, content and execution  
this 19 day of January, 2015

Wally  
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 )  
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-1

### Legal Description of the Broadway Street Stub

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 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.

## EXHIBIT B

### Legal Description of the Riverwalk Easement Area

#### RIVERWALK

##### 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 Northerly line of Lot 1 aforesaid 218.78 feet to a point; thence North 27°07'24" East along the said Northerly line 144.72 feet to a point; thence North 29°20'17" East along the said Northerly line 45.92 feet to a point on the Westerly line of North Milwaukee Street; thence South 45°35'50" East along said Westerly line 12.37 feet to a point; thence South 27°58'31" West 48.06 feet to a point; thence South 49°52'10" East 1.83 feet to a point; thence Southerly 2.76 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 2.00 feet and whose chord bears South 10°21'28" East 2.55 feet to a point; thence South 29°11'53" West 139.56 feet to a point; thence Southwesterly 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 South 43°35'19" West 31.83 feet to a point; thence South 55°02'51" West 189.90 feet to a point on the Westerly line of said Lot 1; thence North 34°32'37" West along said Westerly line 6.37 feet to a point of beginning.

EXHIBIT B-1

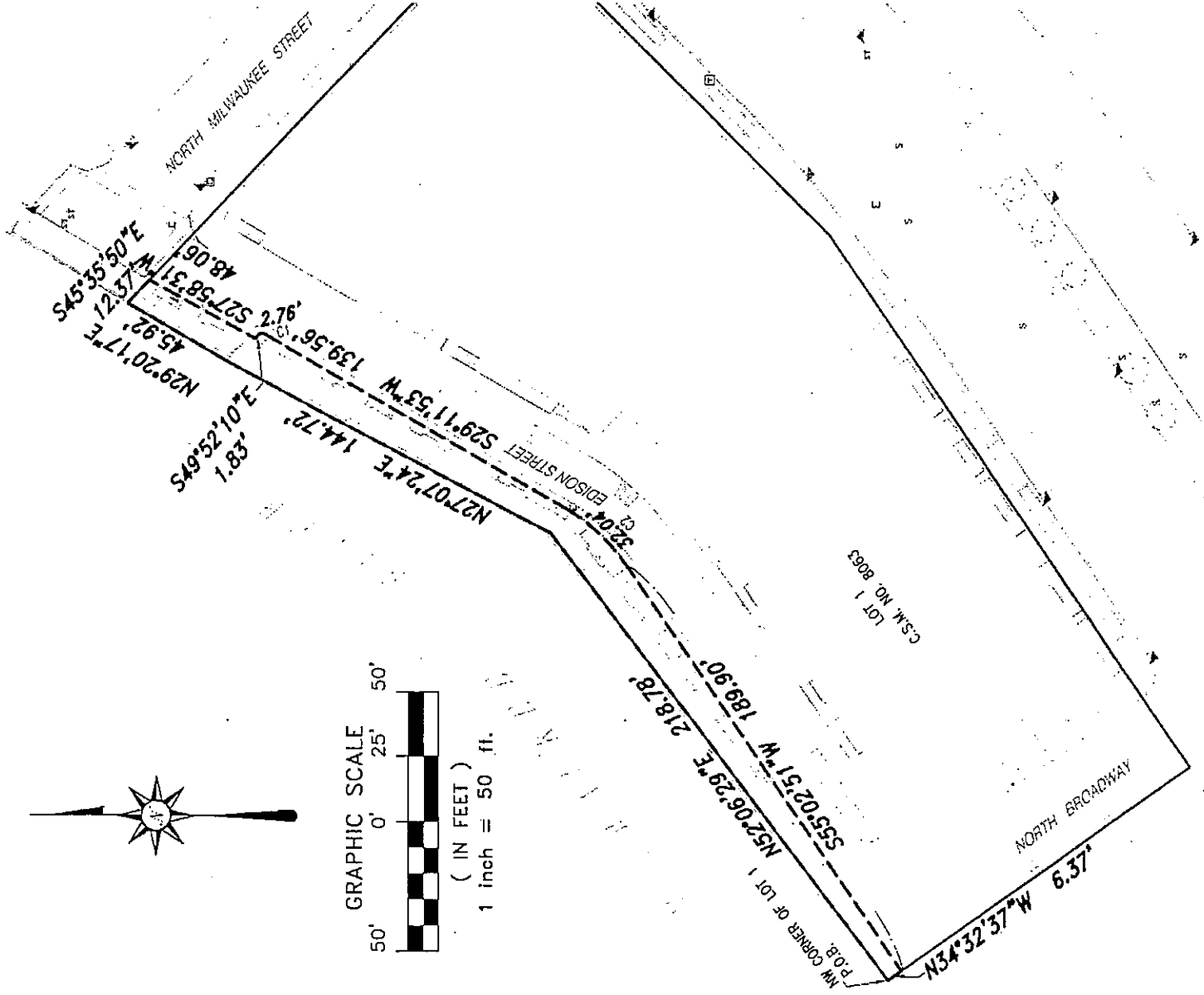
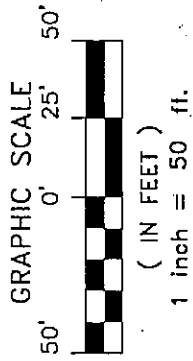
Depiction of the Riverwalk Easement Area

# EASEMENT EXHIBIT

## RIVERWALK

CLIENT  
Mandel Group

SITE ADDRESS  
City of Milwaukee, Milwaukee County, Wisconsin.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD
C1	2.76'	2.00'	79°01'24"	S10°21'28"E 2.55'
C2	32.04'	80.10'	27°55'04"	S43°35'19"W 31.83'

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

### RIVERWALK

#### Maintenance and Operation Criteria First Class Facility

1. Except as expressly provided in this Agreement, open for use at all times except as it relates to adverse possession, and times of construction, maintenance and repair for the Riverwalk, the adjacent Edison Street and/or the buildings and/or improvements adjacent to Edison Street.
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).
  - 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, including dock wall, semi-annually and as necessary if collisions or other problems occur.

**EXHIBIT D**

**Plans and Specifications for River Event and Other Improvements**

North End Phase IV Infrastructure Plans Issued For:  
100% CD Set – Issued for Plan Review and Dated 11-02-2015

C100	EXISTING CONDITIONS
C101	SITE DEMOLITION PLAN
C102	GRADING AND EROSION CONTROL PLAN
C103	UTILITY PLAN
C104	SPOT GRADE PLAN
C104A	SPOT GRADE PLAN
C105	SITE DETAILS
C106	SITE DETAILS & SPECIFICATIONS
C107	LOCATION MAP
C108	PLAN & SECTION
C109	PLAN & SECTION
C110	CONSTRUCTION DETAILS
C111	CONSTRUCTION DETAILS
C112	CONSTRUCTION DETAILS
C113	BROADWAY EXTENSION PLAN
I.T1	TITLE SHEET
I.A101	RIVERWALK PLAN & UPPER LEVEL PARKING
I.A102	RIVER END PLAZA PLAN
I.A401	RIVERWALK ELEVATIONS
I.A402	RIVER END PLAZA ELEVATIONS
I.A501	RIVERWALK DETAILS
I.A502	RIVER END PLAZA DETAILS
I.S301	RIVERWALK INFO

## EXHIBIT E

### Legal Description of the River Event Easement Area

#### RIVER EVENT

##### LEGAL DESCRIPTION

That part of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, lying Northwesterly of the Established Dock Wall of the Milwaukee River, bounded and described as follows:

Commencing at the Northerly most corner of Lot 1 of Certified Survey Map No. 80663; thence North 45°35'50" West 13.02 feet to a point; thence North 44°37'56" East 28.88 feet to a point; thence North 45°22'04" West 7.00 feet to a point; thence North 44°37'56" East 25.09 feet to a point; thence South 45°35'50" East 5.27 feet to a point on the Established Dock Line of the Milwaukee River; thence South 29°20'17" West along said Established Dock Line of the Milwaukee River 55.92 feet to a point of beginning.

Exhibit E

EXHIBIT E-1

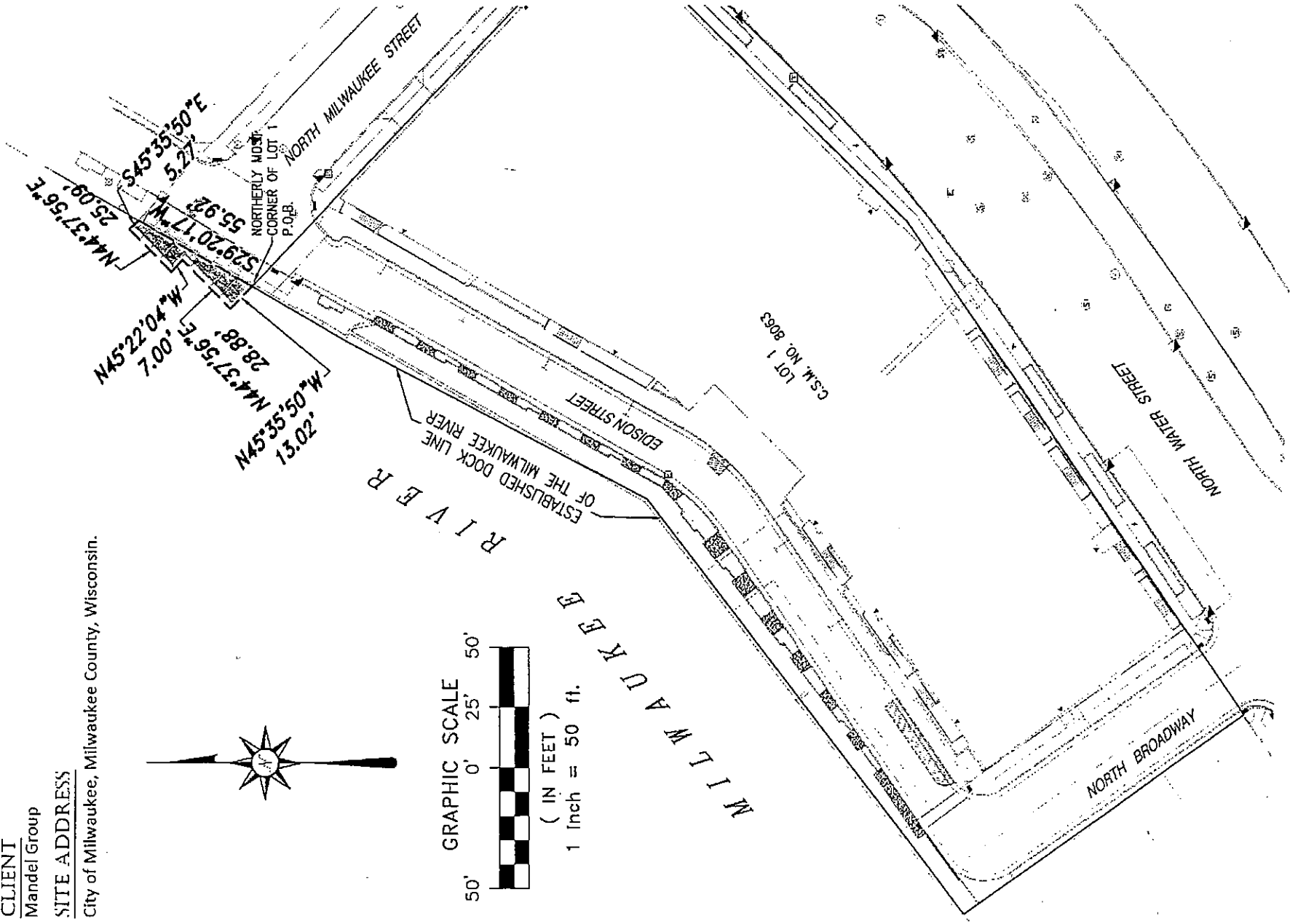
Depiction of the River Event Easement Area

# EASEMENT EXHIBIT

## RIVER EVENT

CLIENT  
Mandel Group

SITE ADDRESS  
City of Milwaukee, Milwaukee County, Wisconsin.



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

Date: August 27, 2015  
Drawing No. 1294-tjn

## **EXHIBIT F**

### **Riverwalk Rules and Regulations**

The rules and regulations shall be in a form consistent with rules and regulations promulgated for similar riverwalks located in BID 15.