

**1858 NORTH COMMERCE STREET
(BREWERS POINT APARTMENTS)
RIVERWALK DEVELOPMENT
AGREEMENT**

(GH 2/12/08. CAO 127104)

Recording Area

Name and Return Address

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354-0403-100-5

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Drafted By Gregg C. Hagopian
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TABLE OF CONTENTS

| | Page |
|---|------|
| RECITALS..... | 1 |
| A. BPA Site | 1 |
| B. TID-22 | 1 |
| C. Cooperation Agreement..... | 1 |
| D. RACM Redevelopment Plan..... | 1-2 |
| E. Original Development Agreement | 2 |
| F. New Agreement | 2 |
| G. MEDC Loan..... | 2 |
| H. Special Assessment Litigation | 2-3 |
| I. Riverwalk Site Plan Review Overlay District (“RSPROD”)..... | 3 |
| J. CPC Approved Plans | 3 |
| K. Approvals..... | 3 |
| AGREEMENT..... | 3 |
| 1. Recitals | 3 |
| 2. Termination of Original Agreement..... | 3-4 |
| 3. No Lingering Rights Under Special Assessment Litigation..... | 4 |
| 4. BPA Site Still in Existing Areas | 4 |
| 5. City Duty to Build Riverwalk Improvements..... | 4 |
| 6. Assignment of Steldt Plans | 4-5 |
| 7. Ownership of Riverwalk Improvements..... | 5 |
| 8. City Construction; Bids; Completion Deadline; Access | 5 |
| 9. Riverwalk Maintenance..... | 5 |
| 10. Public Use and Enjoyment; Riverwalk Easement..... | 5 |
| 11. BPA Consents; BPA Contribution to Construction Cost | 6 |
| 12. RACM-City Cooperation..... | 7 |
| A. Prior Cooperation Agreement Amended..... | 7 |
| B. Cooperation | 7 |

| | |
|--|-------|
| 13. Changes; Change Orders; As-Builts..... | 7 |
| 14. Public Records | 7 |
| 15. Nondiscrimination | 8 |
| 16. Notices | 8 |
| 17. Letter Report; BPA Lender..... | 9 |
| 18. Delay in Performance; Force Majeure | 9 |
| 19. Remedies..... | 9 |
| 20. Conflict of Interest: City-RACM Representatives Not Individually Liable..... | 9-10 |
| 21. Entire Agreement; Amendments..... | 10 |
| 22. Waiver | 10 |
| 23. Governing Law..... | 10 |
| 24. Severability of Provisions..... | 10 |
| 25. Captions | 10 |
| 26. Assignment | 10 |
| 27. Counterparts..... | 10 |
| 28. Drafter Doctrine | 10-11 |
| 29. Successors and Assigns | 11 |
| 30. Boat Slips..... | 11 |
| 31. Commissioner | 11 |
| AUTHENTICATION | |
| EXHIBIT A TO DEVELOPMENT AGREEMENT (Legal Description of BPA Site) | 13 |
| EXHIBIT B TO DEVELOPMENT AGREEMENT (Map)..... | 14 |
| EXHIBIT C TO DEVELOPMENT AGREEMENT (Completion Certificate) | 17-28 |
| EXHIBIT D TO DEVELOPMENT AGREEMENT (Riverwalk Easement Agrmt)..... | |

**1858 NORTH COMMERCE STREET
(BREWERS POINT APARTMENTS)
RIVERWALK DEVELOPMENT AGREEMENT
(And Amendment 4 to Cooperation Agreement)**

This Agreement, for good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), is made as of this ____ day of _____, 2008, by and among the Redevelopment Authority of the City of Milwaukee (“RACM”), the City of Milwaukee (“City”) and Brewers Point Apartments, a Wisconsin General Partnership (“BPA”).

RECITALS

- A. **BPA Site.** BPA owns certain property located adjacent to the Milwaukee River at 1858 North Commerce Street, Milwaukee, Wisconsin (the "BPA Site"), Tax Key No. 354-0403-100-5, more particularly described in **Exhibit A** attached hereto, together with all riparian rights thereto.
- B. **TID-22.** The BPA Site is within Tax Incremental District No. 22 (“TID 22”). The City Common Council, by Resolution File No. 930935, approved a Project Plan for TID 22 (that plan, as amended, is herein called the “TID-22 Project Plan”) that included certain funds for riverwalk purposes. Objectives of, and improvements contemplated by, the TID-22 Project Plan include development of a comprehensive, interrelated riverwalk system and installation and rehabilitation of dock walls and retaining walls. The TID-22 Project Plan was amended on April 20, 1999 (see “Amendment 1 to TID-22 Project Plan”) (City Council Resolution 990110).
- C. **Cooperation Agreement.** The City and RACM entered into a “Cooperation Agreement for the Beer Line ‘B’ Urban Renewal Project Tax Incremental District No. 22” dated December, 1994 (RACM Resolution 8297, City Council Resolution 931588) (the “Original Cooperation Agreement”), and the City, RACM and the Milwaukee Economic Development Corporation (“MEDC”) entered into an “Amended and Restated Cooperation Agreement for the Beer Line ‘B’ Urban Renewal Project, TID 22” dated August 30, 1995 (RACM Resolution 8582, City Council Resolution 950532) (“Amendment 1 to Cooperation Agreement”). “Amendment No. 2 to Cooperation Agreement” (RACM Resolution 9310, City Council Resolution 010485) and “Amendment No. 3 to Cooperation Agreement” (RACM Resolution 9387, City Council Resolution 020345) were also entered. Each of the foregoing pertain to implementation of the TID 22 Project Plan. Amendments 1 and 2 relate to funding portions of the BPA Riverwalk (hereinafter defined). Amendment 3 relates to the marsupial-pedestrian bridge.
- D. **RACM Redevelopment Plan.** The BPA Site is within the “Beer Line Redevelopment Project ‘B’ Area” (a Wis. Stat. § 66.1333 project area) (see

RACM Resolution 8156 and City Council Resolution 930062 regarding the “Renewal Plan for the Beer Line Redevelopment Project ‘B’ Area”) (that plan, as amended, is herein called the “RACM Redevelopment Plan”). (See City Council Resolution 991640 regarding Amendment No. 1 to the RACM Redevelopment Plan). The Redevelopment Plan, among other things, contemplates public, pedestrian access along the river via an integrated and interconnected riverwalk system.

- E. **Original Development Agreement.** RACM and BPA entered into an April 1, 1996 “Development Agreement – TID-22 Riverwalk Project Brewers Point Apartments” (the “Original Development Agreement”) (RACM Resolution 8675) pursuant to which, among other things, BPA agreed to convert the former Gimbels Warehouse at the BPA Site into the multi-unit apartment complex now existing there, stabilizing the sea wall and re-integrating it into the apartment-building-foundation system via a series of reinforced concrete tiebacks, and the design and construction of a riverwalk (part of which riverwalk improvements were to be paid for by BPA and part of which were to be paid for by the City or RACM). The riverwalk improvements envisioned by the Original Development Agreement were never built.
- F. **New Agreement.** BPA, City and RACM want the riverwalk improvements to be built, and they enter into this Agreement to accomplish that.
- G. **MEDC Loan.** RACM, City, and BPA acknowledge that the \$1.2 million that BPA borrowed from MEDC under that certain “Development Loan Agreement for Brewers Point Apartments” dated June 25, 1996, between BPA and MEDC (the “Loan Agreement”) has been paid. The Loan Agreement was contemplated by Amendment 1 to Cooperation Agreement.
- H. **Special Assessment Litigation.** In 2001, BPA (by the Carnahan Corporation) sued the City and its Department of Public Works in Milwaukee County Circuit Court (Case No. 01-CV-007191) (the “Special Assessment Litigation”), which lawsuit pertained to the City levying, or attempting to levy, special assessments against BPA and the BPA Site for paving and improvement work associated with the construction of East Dock Street (BPA had been assessed \$15,619.15 for this), and with the improvement and riverwalk located at the river-end, and stub-end of East Dock Street (the “Trostel Riverwalk”) (BPA had been assessed \$12,900 for this) (City Council Resolution 001764). The Trostel Riverwalk was to be built by Trostel Square Development (“Trostel”).¹ Judge Sullivan granted BPA’s Summary Judgment Motion in part by Letter Decision dated October 25, 2002, and by Order dated December 11, 2002, finding that the City’s Common Council did not approve the assessment for the Trostel Riverwalk as required by Wis. Stat. § 66.0703 (8) as the Council’s resolution “called for no assessment to property owners ... All the money for [the Trostel Riverwalk] was to come from the ‘TID’

¹ The Trostel Riverwalk was built. Trostel Square Condominium, LLC and RACM entered into a December 20, 2000 “Grant of Easement Agreement (Trostel Square Riverwalk)” concerning this riverwalk.

funds.” The parties then settled the Special Assessment Litigation (and remaining issues therein) by a “Stipulation and Order for Dismissal” dated April, 2004 (signed by Judge McMahon on April 27, 2004). The parties clarified their intent regarding the settlement stipulation by means of: (i) an April 15, 2004 letter from Attorney JoAnn Gromowski of Carnahan Corporation to Assistant City Attorney Harry Stein (i.e., Special Assessment Litigation will be dismissed based on the City’s agreement that BPA will receive a reimbursement of \$10,794 in the form of a “credit on the Riverwalk agreement when an agreement has been reached regarding the Riverwalk. The \$10,794 credit reflects 2/3 of the final special assessment of E. Dock Street, which was assessed at \$16,111”; and (ii) an April 19, 2004 response letter from Stein to Gromowski accepting Gromowski’s settlement terms.

- I. **Riverwalk Site Plan Review Overlay District (“RSPROD”)**. The BPA Site is also within the RSPROD and improvements to the BPA Site, including riverwalks, require City Plan Commission (“CPC”) approval under the RSPROD guidelines.
- J. **CPC Approved Plans**. Mike Carnahan of Carnahan & Associates hired Richard F. Steldt & Associates, Ltd. (“Steldt”) to design riverwalk improvements at the BPA Site. BPA submitted to CPC Steldt plans that CPC approved on September 10, 2007, (the “Steldt Plans”).
- K. **Approvals**. The City Common Council approved entry into this Agreement by Council Resolution No. _____, RACM approved entry into this Agreement by RACM Resolution No. _____, and BPA duly approved its entry into this Agreement.

AGREEMENT

- 1. **Recitals**. The Recitals above are hereby acknowledged and agreed to.
- 2. **Termination of Original Agreement**. The parties agree that the Original Development Agreement is hereby terminated and no longer of any force or effect. All parties relinquish all rights thereunder, including the right of any party to demand repayment from any other party of any amount previously paid thereunder. Likewise, any other agreement between BPA and RACM, or BPA and City, or by any entity or person acting on their respective behalf, concerning the BPA Site or riverwalk improvements and/or their funding (including, but not limited to, the “separate agreements” between BPA and RACM referenced in the Loan Agreement pursuant to which RACM agreed, or may have agreed, to pay up to \$298,409 for “building modifications and site improvements relative to constructing a riverwalk and widening Commerce Street”) is hereby terminated and no longer of any force or effect, all parties also relinquishing all rights under any such other agreements, including the right of any party to demand contribution from any other party toward the cost of any public or private improvement previously carried out or contemplated

thereunder. The intent is for this Agreement to govern and control the parties' relationship and duties with respect to the riverwalk and matters relating thereto, and to terminate all past agreements, and to eliminate all possible arguments about or under past agreements.

3. **No Lingering Rights Under Special Assessment Litigation.** The parties agree that the Special Assessment Litigation has ended (with no party having further or lingering rights thereunder or as a result of the settlement thereof), and the matter has been, and is, resolved. Concerning the \$10,794 credit envisioned by the April, 2004 Stein-Gromowski letters, the parties agree that the terms and conditions of this Agreement replace and supersede the terms and conditions of the settlement of the Special Assessment Litigation.
4. **BPA Site Still in Existing Areas.** The BPA Site is still within the TID-22 project area, the Beer Line Redevelopment Project "B" Area, and the RSPROD. The BPA Site and the construction and design of the Riverwalk Improvements (hereinafter defined) remain subject to the RACM Redevelopment Plan and the RSPROD.
5. **City Duty to Build Riverwalk Improvements.** City agrees to build in accordance with the Steldt Plans. City agrees to undertake and complete the improvements described in the Steldt Plans ("Riverwalk Improvements").

The Riverwalk Improvements include a pedestrian riverwalk adjacent to and along the BPA Site (the "BPA Riverwalk") complying with the Milwaukee River Design Guidelines, dated September 27, 1994 (as amended from time to time), the RACM Redevelopment Plan, and the RSPROD, and connecting to and integrating with (i) at the southern edge of the BPA Site, the Trostel Riverwalk at the stub-end of East Dock Street (and also running along 1781 N. Riverwalk Way), and (ii) at the northern edge of the BPA Site, the Lakefront Brewery riverwalk (the "Brewery Riverwalk") running along 1872 N. Commerce Street. The BPA Riverwalk shall constitute an integrated portion of the overall riverwalk system, and shall include pedestrian walkway, railings, harp lights, trash receptacles, park benches, landscaping, and such repairs and/or modifications as may be necessary to be made to the dockwall at the BPA Site in order to accomplish the foregoing.

The BPA Riverwalk shall be located as approximately shown on the map attached hereto as **Exhibit B** (the "Map").

6. **Assignment of Steldt Plans.** Carnahan & Associates ("C&A") paid for the preparation of the Steldt Plans. By signing below, Mike Carnahan, C&A and BPA hereby assign and transfer their license in, and ability to use, the Steldt Plans to City intending City to use same to construct the Riverwalk Improvements. BPA shall obtain, as a material condition of City performing hereunder, Steldt's signature on the "Steldt Approval" part of this Agreement below and Mike Carnahan's signature on the "Mike Carnahan and C&A Approval" part of this Agreement below. City is not a

party to the C&A-Steldt contract, and neither C&A nor BPA nor Mike Carnahan is assigning the C&A contract with Steldt to City.

7. **Ownership of Riverwalk Improvements.** The BPA Riverwalk (and other Riverwalk Improvements) shall be privately-owned by BPA but subject to the public easement required hereunder.
8. **City Construction; Bids; Completion Deadline; Access.** City shall, at its expense, bid-out, obtain quotes, and let contracts for, the Riverwalk Improvements work following customary City-Contract procedure.

The Riverwalk Improvements shall be built in accordance with applicable federal, state and local laws (including compliance with the American With Disabilities Act and handicap-accessibility requirements) and in accordance with the Steldt Plans.

City shall complete construction of the Riverwalk Improvements by **DECEMBER 31, 2008.**

Upon completion, City shall provide written notice to BPA, and BPA shall inspect and acknowledge completion, in the form of a signed Completion Certificate in the form of **Exhibit C** attached (BPA's acknowledgement and signature not to be unreasonably withheld, conditioned or delayed).

BPA allows City, its contractors and subcontractors access to the BPA Site to allow them to construct the Riverwalk Improvements and carry out their duties hereunder.

9. **Riverwalk Maintenance.** BPA shall, at its expense, own, operate and maintain the Riverwalk Improvements, including undertaking all necessary capital and other repairs and replacements. The Riverwalk Improvements shall be operated and maintained in accordance with customary and recognized standards for a first-class-commercial facility. The minimum maintenance standards are set forth in the Riverwalk Easement attached as **Exhibit D**. BPA shall have the right to periodically, but not more than once a year for not more than 24 hours at a time, close off the BPA Riverwalk (and other Riverwalk Improvements) in order to prevent the acquisition of any adverse or prescriptive rights in them.
10. **Public Use and Enjoyment; Riverwalk Easement.** The Riverwalk Improvements will constitute a portion of the overall riverwalk system (the "Riverwalk System") intended to cover a substantial portion of the Milwaukee River extending from the harbor entrance to the former North Avenue Dam area. The Riverwalk Improvements, including the BPA Riverwalk, are to, and shall, be made available to members of the public, and shall serve the public purpose of affording the public the opportunity to more fully enjoy the valuable river resource. Upon execution hereof, BPA shall execute and deliver to City and RACM a Riverwalk Easement in form and substance of that attached hereto as **Exhibit D**. RACM shall record the Riverwalk Easement at its expense in the Milwaukee County Register of Deeds Office.

11. **BPA Consents; BPA Contribution to Construction Cost.** BPA must execute and deliver to RACM and City this Agreement and the Riverwalk Easement; BPA must provide to City a written consent from the sole mortgagee of the BPA Site – originally Green Park Financial Limited Partnership, now Fannie Mae – to the easement required hereby as well as a written consent to such easement from Green Park Financial Limited Partnership as a secured party under a 2006 financing statement signed by BPA; and

BPA must obtain Steldt's signature on the "Steldt Approval" part of this Agreement below.

BPA will contribute **\$62,558.74** (the "BPA Contribution") toward the cost of the Riverwalk Improvements.

The BPA Contribution was calculated as follows:

- (a) \$101,172.50. This is the starting point for the BPA Contribution calculation and it equals ½ of the total riverwalk cost previously estimated by BPA, as evidenced by the July 20, 1998 letter from Mike Carnahan to Mike Wisniewski. The parties recognize that years have passed since that estimate, and that that estimate was not based on the present Steldt Plans. The parties use the \$101,172.50 figure only as a starting point for calculating the BPA Contribution. They do not incorporate the July 20, 1998 letter, or the estimates or items therein, into this Agreement in any manner.
- (b) Less \$10,794. This is the credit envisioned by the City and BPA in settling the Special Assessment Litigation.
- (c) Less \$7,500. This figure was calculated by taking ½ of the \$15,000 "architect fees" listed on the July 20, 1998 letter. Again, no part of that letter is incorporated herein or otherwise agreed to hereby. BPA agrees that it is solely responsible for any architect fees for any services rendered or performed prior to 2006, and that BPA is not entitled to any reimbursement therefore, or to submit any such pre-2006 costs or expenses to RACM for payment hereunder.
- (d) Equals subtotal of **\$82,878.50**.
- (e) Less \$20,319.76 (reimbursement for architectural design work and costs associated with the Steldt Plans, surveying work, soil borings, and CPC expense) equals **\$62,558.74 which is the BPA Contribution** (\$82,878.50 subtotal - \$20,319.76 = \$62,558.74).

Upon execution of this Agreement, BPA shall pay to City in good funds the BPA Contribution.

BPA, City, and RACM agree to cooperate and to use good faith and diligence so that the Riverwalk Improvements may, to the greatest extent possible, be completed as called for herein.

12. **RACM-City Cooperation.**

- A. **Prior Cooperation Agreement Amended.** The Original Cooperation Agreement (as amended, including as amended by Amendments 1, 2, and 3) is hereby further amended - this Agreement hereby, among other things, also constituting Amendment 4 to the Cooperation Agreement.
- B. **Cooperation.** City and RACM agree to cooperate with one another concerning the funding and construction of the Riverwalk Improvements. City funds for the Riverwalk Improvements shall be from **TID-22** funds or as otherwise appropriated by the Council.

The City Comptroller may, from time to time, review City, RACM and/or BPA records and accounts in conjunction with this Agreement, the Riverwalk Improvements, and financial matters associated therewith, and the Comptroller shall have full power to make such audit(s) as the Comptroller reasonably deems necessary in order to duly protect the City, RACM, and their interests.

Upon completion of the Riverwalk Improvements, the Commissioner shall inform the Comptroller and provide the Comptroller with a summary of total, actual Riverwalk Improvements costs.

- 13. **Changes; Change Orders; As-Builts.** City may not amend or change the Steldt Plans without BPA's prior written consent. BPA may not amend or change the manner in which BPA is obligated to operate and maintain the Riverwalk Improvements, without prior written consent of the Commissioner. City shall promptly provide BPA after completion of the Riverwalk Improvements, copies of complete as-built plans and specifications of the Riverwalk Improvements and their construction.
- 14. **Public Records.** This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected under this Agreement). BPA agrees to cooperate with RACM and City in the event RACM or City receives a request under Wisconsin's Open Records Law for this Agreement or for any record relating to, or produced or collected under, this Agreement.

15. **Nondiscrimination.** BPA agrees not to discriminate upon the basis of race, color, creed, religion, sex or national origin regarding use and enjoyment of the Riverwalk Improvements.
16. **Notices.** Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid, or by facsimile or email to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notices sent by facsimile or email shall be deemed delivered on the date of sending – providing, however, (i) any such notice is (and must be) sent between the hours of 9:00 a.m. and 4:00 p.m. on business days that the City’s City Hall is open for business; and (ii) no error or similar message indicating inability to send is prompted by the sending of such notice by facsimile or by email. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

For RACM or City:

Dave Misky
Redevelopment Authority of the City of Milwaukee
809 North Broadway, 2nd Floor
Milwaukee, WI 53202
Attn: Asst. Executive Director/Secretary
Telephone: (414) 286-8682
Facsimile: (414) 286-5467
E-mail: dmisky@milwaukee.gov

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Department of City Development
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Telephone: (414) 286-5693
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E-mail: arozek@milwaukee.gov

With Further Copy to:

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For BPA:

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Brewers Point Apartments
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Milwaukee, WI 53212
Telephone: (414) 267-3100
Facsimile: (414) 267-3112
E-mail: mlcarnahan@aol.com

17. **Letter Report; BPA Lender.** RACM obtained Knight-Barry Title Insurance Letter Report No. M169566L (“Letter Report”) dated August 10, 2006 and provided a copy of same to BPA. BPA represents and warrants to RACM and City that title to the BPA Site is as reflected in the Letter Report. BPA shall provide to City a written consent from the mortgagee reflected in the Letter Report (now Fannie Mae) and a written consent from Green Park Financial Limited Partnership (a secured party under a 2006 financing statement signed by BPA) to BPA’s entry into the easement required hereby, and signature by those parties on the approval portion of the easement. RACM TO OBTAIN AN UPDATED LETTER REPORT AND TO PROVIDE BPA WITH A COPY OF SAME.
18. **Delay in Performance; Force Majeure.** Neither the City nor RACM nor BPA shall be considered in breach or default of its respective obligations with respect to the Riverwalk Improvements or this Agreement, if the event of delay in the performance of such obligations is due to unforeseeable causes beyond its respective control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the delay, as determined by the Commissioner, if the party seeking the extension shall request it in writing of the other party within ten days after the beginning of the forced delay.
19. **Remedies.** Each party shall have all rights hereunder and available at law and in equity in the event of any other party’s breach or default hereunder. Except as otherwise provided in this Agreement, in the event of any default or breach of the Agreement, or any of its terms or conditions, by any party hereto, such party shall, upon written notice from any other, cure such default or breach within 30 days after receipt of such notice. In case the default or breach has not been cured within such 30-day period, or if the default or breach is of the sort that cannot reasonably be cured within 30 days despite diligent pursuit of cure, and a cure is not diligently pursued or the default or breach shall not be cured or remedied within a reasonable time thereafter, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
20. **Conflict of Interest.** No member, official or employee of City or RACM shall, during his/her tenure, or for one year thereafter, have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision

relating to this Agreement that affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. RACM and City retain their respective rights under Wis. Stat. § 893.80.

21. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. This Agreement may only be amended in writing signed by all the parties hereto.
22. **Waiver.** No delay, waiver, omission or forbearance on the part of any party to exercise any right, option, duty or power arising out of any breach or default by any other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power, as against the other party for that or any subsequent breach or default by that party.
23. **Governing Law.** This Agreement involves property located in Wisconsin, has been negotiated in, and finally executed in, Wisconsin, and shall be construed according to the laws of Wisconsin.
24. **Severability of Provisions.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
25. **Captions.** The captions in this Agreement are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
26. **Assignment.** No party to this Agreement may assign any of its interest or obligations hereunder without the written consent of all other parties, except that RACM may assign its rights hereunder to City (or vice-versa) without the consent of BPA.
27. **Counterparts.** This document may be executed in one or more counterparts which, when taken together shall be construed as one and the same document.
28. **Drafter Doctrine.** The doctrine of construing against the drafter shall not apply to the construction and interpretation of this Agreement as it was negotiated and each party had opportunity to review and understand same prior to entry.
29. **Successors and Assigns.** This Agreement is binding on the parties hereto and their respective successors, assigns, grantees, and transferees (including, successor owners).
30. **Boat Slips.** RACM acknowledges that BPA indicated it may, someday, wish to construct approximately 10 private boat slips (“Private Slips”) along the dock wall

running adjacent to the BPA Site and along the Milwaukee River. The Steldt Plans do not provide for the Private Slips and they are not part of the Riverwalk Improvements required hereunder. Neither RACM nor City has any duty to pay, contribute, or reimburse for, or construct, the Private Slips (or any other slips) when and if they are built by BPA. If BPA does, in the future, wish to construct up to 10 Private Slips, RACM will provide a letter of support to BPA and the Wisconsin Department of Natural Resources – providing BPA first shows RACM its design plans for the Private Slips, the same meet the Commissioner’s reasonable approval (which shall not be unreasonably withheld, conditioned or delayed), and the Private Slips will not interfere with the public easement over the Riverwalk Improvements or boat traffic in the river. RACM acknowledges that BPA owns (and is responsible for) the dock wall, and as such, BPA has the right (subject to applicable federal, state, and local law) to determine who may moor or tie boats up to the dock wall.

31. **Commissioner.** As used herein, “Commissioner” means the Executive Director of RACM (or his designee), which person also serves as the Commissioner of the City’s Department of City Development.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

**RACM:
REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE**

By: _____
Kathryn West, Chair

And By: _____
Dave Misky
Assistant Executive Director/Secretary

CITY: CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

City Clerk: _____
Ronald Leonhardt

Comptroller: _____

Name Printed: _____

BPA: BREWER'S POINT APARTMENTS

By: _____
Michael Carnahan, BPA General Partner

And By: CARNAHAN CORPORATION,
a Wisconsin Corporation, and also a
BPA General Partner

By: _____
Michael Carnahan, President

Approved as to form and execution
this ____ day of _____, 200__.

Assistant City Attorney

STELDT APPROVAL

Steldt signs this Agreement to acknowledge Section 6 of this Agreement, and to acknowledge and consent to Mike Carnahan's, C&A's and BPA's assignment and transfer to City of Mike Carnahan's, C&A's and BPA's license in, and ability to use, the Steldt Plans for City-construction of the Riverwalk Improvements. Steldt acknowledges that Steldt has been paid for the license to use the Steldt Plans and that City will not owe or be required to pay to use the Steldt Plans.

RICHARD F. STELDT & ASSOCIATES, LTD.

By: _____
Richard F. Steldt

MIKE CARNAHAN and C&A APPROVAL

Mike Carnahan on behalf of himself personally and on behalf of Carnahan & Associates (C&A) signs to acknowledge Section 6 of this Agreement, and to acknowledge and consent to Mike Carnahan's, C&A's and BPA's assignment and transfer to City of Mike Carnahan's, C&A's and BPA's license in, and ability to use, the Steldt Plans for City-construction of the Riverwalk Improvements and to acknowledge that the license for the Steldt Plans has been paid for and that City will not owe or be required to pay Steldt to use the Steldt Plans.

Mike Carnahan

EXHIBIT A TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF BPA SITE

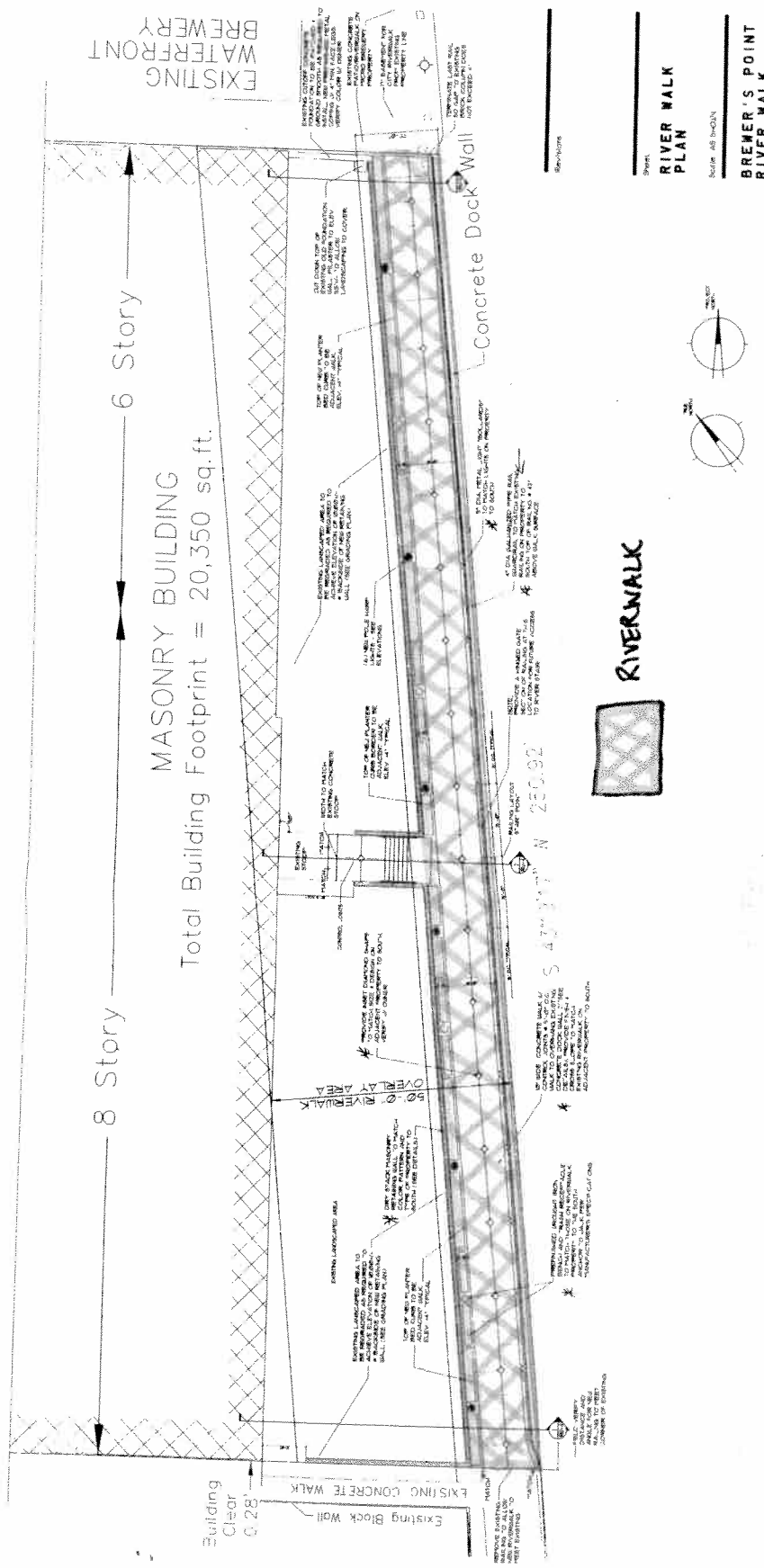
Address: 1858 North Commerce Street, Milwaukee, Wisconsin

Tax Key No.: 354-0403-100-5

Legal: The NE ½ of Lot 12, and all of Lots 13, 14, 15, 16 and 17, in the Subdivision of Lots 2 and 3, part of the NW ¼ of Section 21, T7N, R22E, in the City and County of Milwaukee, Wisconsin, EXCEPT that part conveyed to the City for street purposes in Quit Claim Deeds recorded in the Milwaukee County Register of Deeds Office as Document No.'s 76277, 76278, 76279, and 7481177.

EXHIBIT B TO DEVELOPMENT AGREEMENT

MAP



Sheet: **RIVER WALK PLAN**
 Scale: AS SHOWN
BREWER'S POINT RIVER WALK
 TULLAHOE SUBDIVISION
 DATE: 1/1/87
 PROJECT NO: 67-123
 SHEET NO: **RW-1**

RICHARD F. STELDT & ASSOCIATES, LTD.
ARCHITECTS

100 W. JAMES APPELTON AVE., WINDSOR PARKS, MI 48186



1-B-X3

EASEMENT EXHIBIT FOR PROPOSED RIVERWALK

SITUATED ON NORTH COMMERCE STREET, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

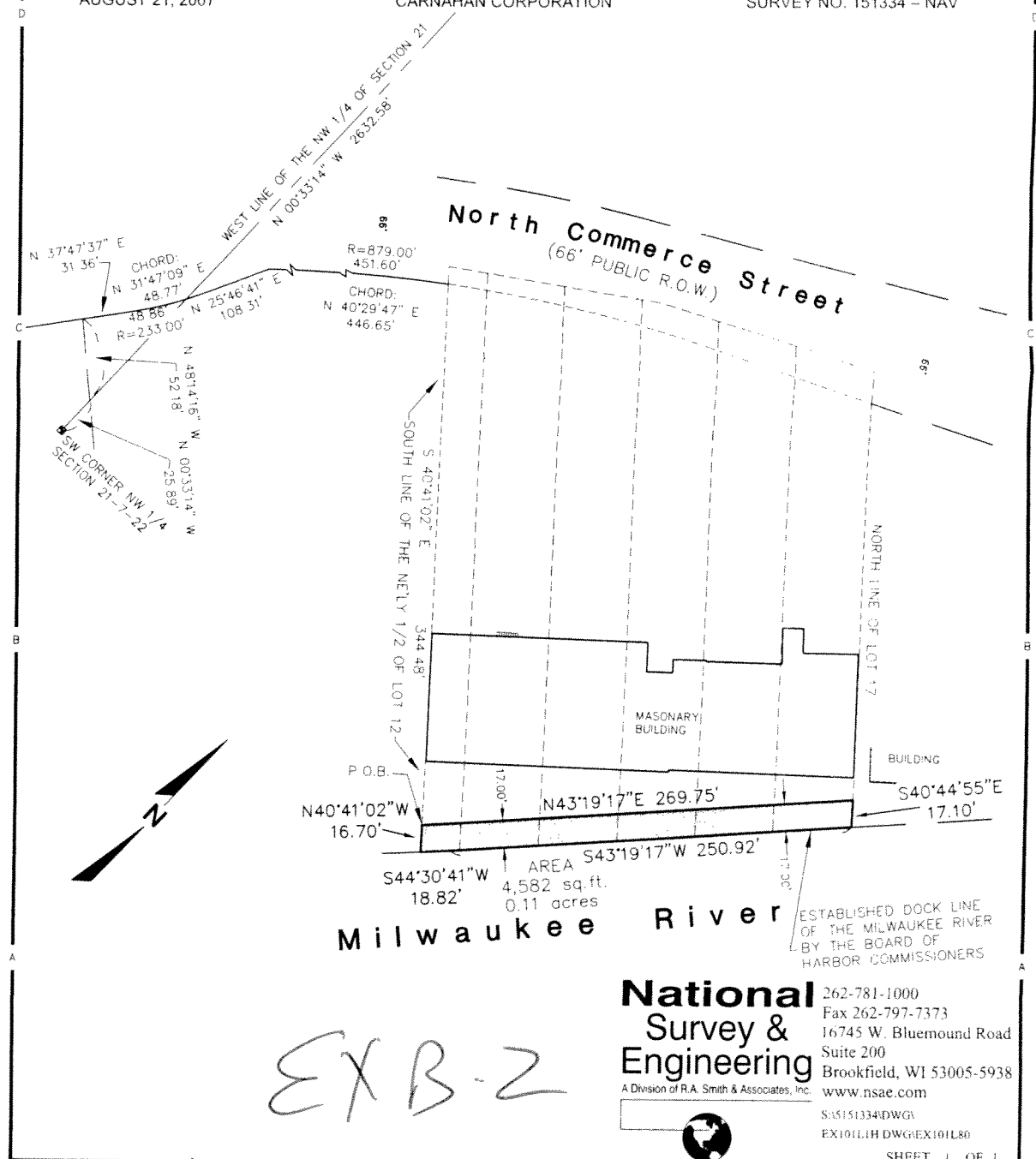
PART OF NORTHEASTERLY 1/2 OF LOT 12, AND PART OF LOTS 13, 14, 15, 16, AND 17, IN THE SUBDIVISION OF LOTS 2 AND 3, LOCATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 00°33'14" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 25.89 FEET TO A POINT; THENCE NORTH 48°14'16" WEST 52.18 FEET TO A POINT; THENCE NORTH 37°47'37" EAST 31.36 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 48.86 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 233.00 FEET AND WHOSE CHORD BEARS NORTH 31°47'09" EAST 48.77 FEET TO A POINT; THENCE NORTH 25°46'41" EAST 108.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 451.60 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 879.00 FEET AND WHOSE CHORD BEARS NORTH 40°29'47" EAST 446.65 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEASTERLY 1/2 OF SAID LOT 12; THENCE SOUTH 40°41'02" EAST ALONG SAID SOUTH LINE 344.48 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 43°19'17" EAST 269.75 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 17; THENCE SOUTH 40°44'55" EAST ALONG SAID NORTH LINE 17.10 FEET TO A POINT IN THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE SOUTH 43°19'17" WEST ALONG SAID DOCK LINE 250.92 FEET TO A POINT; THENCE SOUTH 44°30'41" WEST 18.82 FEET TO THE SOUTH LINE OF THE NORTHEASTERLY 1/2 OF SAID LOT 12; THENCE NORTH 40°41'02" WEST ALONG SAID SOUTH LINE 16.70 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,582 SQUARE FEET OR 0.1052 ACRES

AUGUST 21, 2007

CARNAHAN CORPORATION

SURVEY NO. 151334 - NAV



EXB-2

National Survey & Engineering
 A Division of R.A. Smith & Associates, Inc.
 262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 www.nsae.com
 S:\151334\DWG\EX101LH.DWG\EX101LH80
 SHEET 1 OF 1



National Survey & Engineering

EXHIBIT C TO DEVELOPMENT AGREEMENT
COMPLETION CERTIFICATE

VIA: FACSIMILE (414-286-5467)

Allison Rozek
Department of City Development
809 North Broadway, 2nd Floor
Milwaukee, WI 53202

Re: Completion Certificate

Dear Ms. Rozek:

Per the "1858 North Commerce Street (Brewers Point Apartments) Riverwalk Development Agreement" among RACM, City and BPA, dated _____, 2008 (the "Agreement"), BPA acknowledges completion of the Riverwalk Improvements. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement.

Date: _____

Signed: **BPA: BREWER'S POINT APARTMENTS**

By: _____
Michael Carnahan, BPA General Partner

And By: CARNAHAN CORPORATION,
a Wisconsin Corporation, and also a
BPA General Partner

By: _____
Michael Carnahan, President

CC (via facsimile):
RACM Asst. Executive Director/Secretary, Dave Misky (286-5467)
Gregg Hagopian, Asst. City Attorney (286-3967)

EXHIBIT D TO DEVELOPMENT AGREEMENT

| Document Number | Document Title |
|-----------------|--|
| | <p data-bbox="649 294 1031 367">RIVERWALK EASEMENT AGREEMENT</p> <p data-bbox="324 703 933 777">RIVERWALK EASEMENT AGREEMENT (BREWERS POINT APARTMENTS)</p> |

Recording Area
Name and Return Address

Gregg C. Hagopian
Office of the City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202

DRAFTED BY:
Gregg C. Hagopian
Assistant City Attorney

PIN:
354-0403-100-5
Parcel Identification Number (PIN)

RIVERWALK EASEMENT AGREEMENT
(BREWERS POINT APARTMENTS)

This Agreement is made as of this ____ day of _____, 2008, by and among Brewers Point Apartments, a Wisconsin general partnership (“BPA”), as grantor, and the City of Milwaukee (“City”), as grantee.

RECITALS

- A. BPA owns certain property located adjacent to the Milwaukee River at 1858 North Commerce Street, in Milwaukee, Wisconsin (the “BPA Site”), tax key no. 354-0403-100-5, more particularly described in **Exhibit 1** attached hereto, together with all riparian rights thereto, which BPA Site is also depicted on the map attached hereto as **Exhibit 2** (the “Map”).
- B. Pursuant to the terms of the “1858 North Commerce Street (Brewers Point Apartments) Riverwalk Development Agreement” (“Development Agreement”), dated _____, 2008, by and among BPA, the Redevelopment Authority of the City of Milwaukee (“RACM”) and City:
1. City is obligated to construct certain riverwalk improvements generally described on **Exhibit 3** attached hereto on the BPA Site (the “Riverwalk Improvements”);
 2. BPA is obligated to enter into this Agreement to grant to City a permanent, public, nonexclusive pedestrian easement over that portion of the BPA Site depicted on the Map as the BPA Riverwalk, and over the Riverwalk Improvements, and to document BPA’s on-going maintenance, repair, and insurance duties with respect to the Riverwalk Improvements.

NOW THEREFORE, in consideration of the above recitals (which are hereby agreed to), the terms and conditions herein and in the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BPA and City hereby agree to the following:

1. **Grant of Easement.** BPA hereby grants and conveys to City a permanent, perpetual, public, nonexclusive easement in, over, upon, and across the Riverwalk Improvements (including the BPA Riverwalk) and that portion of the BPA Site labeled on the Map as the Riverwalk Easement Area (as shown and described in **Exhibit 2**), that shall run with the land for the following purposes:

- (a) Pedestrian access, for the benefit of the public, in, over, to, and across the Riverwalk Improvements (including the entire length of the BPA Riverwalk); and
- (b) Maintenance, repair and/or replacement of all or any portion of the Riverwalk Improvements by 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 City in accordance with the terms of this Agreement.

2. **Insurance.** Throughout the term of this Agreement, BPA, and its successors and assigns (collectively referred to herein as “BPA”), shall maintain **(a)** comprehensive liability insurance, naming RACM and the City and their respective 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 Improvements, and sufficient to avoid all co-insurance provisions of the subject insurance policy. BPA shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of City, the aforesaid minimum amounts may be reviewed and increased or decreased every ten years, with any such adjustment being proportionate to the then current economic conditions.

BPA shall provide City with a certificate(s) of insurance, naming City and RACM as additional insureds as required under this Agreement, and providing that the insurance company will furnish RACM and the City with a 30-day written notice of cancellation, non-renewal, or material change.

3. **Maintenance and Repair.** BPA shall be responsible to maintain the Riverwalk Improvements in accordance with the minimum maintenance standards set forth on **Exhibit 4** attached hereto and shall undertake all necessary capital (and other) repairs and replacements when and as necessary. If BPA fails to maintain the Riverwalk Improvements in the condition required by this Agreement, City may provide BPA with a written notice setting forth the maintenance or repair work that City reasonably determines has not been done. If BPA does not commence and complete such maintenance or repair work within 30 days from the date of the aforesaid written notice, and such failure is not as a result of causes beyond BPA’s reasonable control, then City may perform such work and City shall be reimbursed for all reasonable costs incurred in performing such work within 30 days after City providing BPA with detailed evidence of costs incurred. Should BPA fail to reimburse City for such work within such 30-day period, BPA expressly agrees that City shall have the right to place (or to have RACM place) its costs in conjunction therewith as a lien and, in City’s discretion, as either **(i)** a special charge against the BPA Site and Riverwalk Improvements under Wis. Stat. §66.0627 (or any successor statute thereto) (or against any property of which that parcel and improvements are a part), or **(ii)** a special assessment against the BPA Site (or against any property of which that parcel is a part). Should RACM or the City proceed with such special charges or special assessments, BPA hereby waives notice and hearing with respect to such special charges and special assessments. In exercising its right to maintain, repair and/or replace the Riverwalk Improvements, City shall, to the extent both possible and practical, perform all necessary work from within the Riverwalk Improvements themselves, the adjacent portions of the Riverwalk System, and/or (at City’s

discretion) from the river, and shall use reasonable efforts to not unreasonably disrupt or interfere with BPA's use of the BPA Site. If City is unable to perform the work from within the Riverwalk Improvements, the adjacent portions of the Riverwalk System, and/or from the river, City may enter that portion of the BPA Site adjacent to the Riverwalk Improvements necessary to perform the work. BPA hereby allows City the afore-referenced entry rights, at no charge. City shall notify BPA in advance of City's need to enter for maintenance and/or repair work, specifying the scope and duration of such entry.

4. **Public Use; Periodic Closing.** BPA shall, at all times, make the Riverwalk Improvements (and the nonexclusive easement therein) available for use by members of the public, except for such times as such must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. BPA 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 Improvements in order to prevent the acquisition of any adverse or prescriptive rights.

5. **Rules and Regulations.** City shall have the right to formulate reasonable rules and regulations regarding the use of the Riverwalk Improvements (and the nonexclusive easement therein) by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to other riverwalks throughout the Riverwalk System, and shall be effective upon delivery of a copy of same to BPA. BPA shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to the Riverwalk Improvements. BPA shall have the right to promulgate and enforce its own rules and regulations governing the use of the Riverwalk Improvements by the public; provided, however, BPA's rules and regulations shall not be inconsistent nor conflict with this Agreement, the Maintenance Standards attached hereto as **Exhibit 4**, or any rules and regulations promulgated by City. In the event of any such conflict, the terms hereof, and of **Exhibit 4**, and of the rules and regulations promulgated by City shall control.

6. **Entering for Decorations.** City shall have the right from time to time, and upon at least 72 hours prior written notice to BPA, to enter upon the BPA Site and Riverwalk Improvements to install and/or remove Decorations. Such installations and removals shall not unreasonably interfere with the lawful use of the BPA Site and Riverwalk Improvements by BPA and shall be at City sole expense.

7. **Utilities.** BPA shall pay for all electricity, water and other utilities used for watering of flowers and other plant and landscaping materials on the Riverwalk Improvements and for lighting and cleaning of 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. **Alterations.** BPA shall not make any structural alterations or modifications to the Riverwalk Improvements or make any changes to the Riverwalk Improvements as originally installed (including, but not limited to, any changes to the color-scheme of the Riverwalk Improvements) without the prior written consent of City. Further, BPA shall not install any decorative elements or attach any fixtures to or upon the Riverwalk Improvements without the prior written consent of City. Any request by BPA for installation of decorative elements or attachment of fixtures must be in writing, and City's Commissioner of the Department of City

Development (or his designee) (“Commissioner”), shall approve or disapprove such request in writing within 15 business days following receipt. Failure of the Commissioner 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, City shall not make any changes to the Riverwalk Improvements without the prior written approval of BPA.

9. **Assignments.** BPA may not separately assign, convey, or transfer any interest in and to the Riverwalk Improvements apart from the BPA Site. City may, if it elects, assign all or part of its rights, duties, and interest hereunder to RACM without BPA’s prior approval, but, City shall notify BPA and provide BPA with a copy of any such assignment.

10. **Runs with the Land.** This Agreement is a permanent public easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

11. **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.

A. **To BPA:**

Michael Carnahan
Brewers Point Apartments
1858 N. Commerce Street
Milwaukee, WI 53212

B. **To City:**

Commissioner – Dept. of City Development
City of Milwaukee
809 N. Broadway, 2d Floor
Milwaukee, WI 53202

With a copy to:

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

12. **Remedies.** This Agreement may be enforced either at law or in equity, with the enforcing party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney’s fees incurred in such action.

13. **Amendments.** This Agreement may be amended only by a written instrument executed by all of the parties hereto.

In Witness Whereof, the parties hereto have caused this Agreement to be signed and entered into as of the date written first above.

BPA: BREWERS POINT APARTMENTS

By: _____
Michael Carnahan, BPA General Partner

And By: Carnahan Corporation, BPA General Partner

By: _____
Michael Carnahan, President

CITY: CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

City Clerk: _____
Ronald Leonhardt

Comptroller: _____

Name Printed: _____

AUTHENTICATION

Gregg C. Hagopian, as a member of the State Bar of Wisconsin in good standing, hereby AUTHENTICATES the signatures above in accordance with Wis. Stat. § 706.06 in order that this instrument may be recorded per Wis. Stat. § 706.05 (2)(b).

Gregg C. Hagopian
Assistant City Attorney
State Bar No. 01007373
Date: _____

FANNIE MAE APPROVAL

The undersigned hereby consents to the grant of the easement reflected hereby.

FANNIEMAE

By: _____

Name Printed: _____

Title: _____

FANNIEMAE NOTARY

STATE OF _____)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 200__,
_____, to me known to be such person who identified him/herself as the above-
referenced person with the above-referenced title, and with authority to sign, and who executed
the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of _____
My Commission Expires: _____

EXHIBIT 1 TO EASEMENT
THE LEGAL DESCRIPTION OF BPA SITE

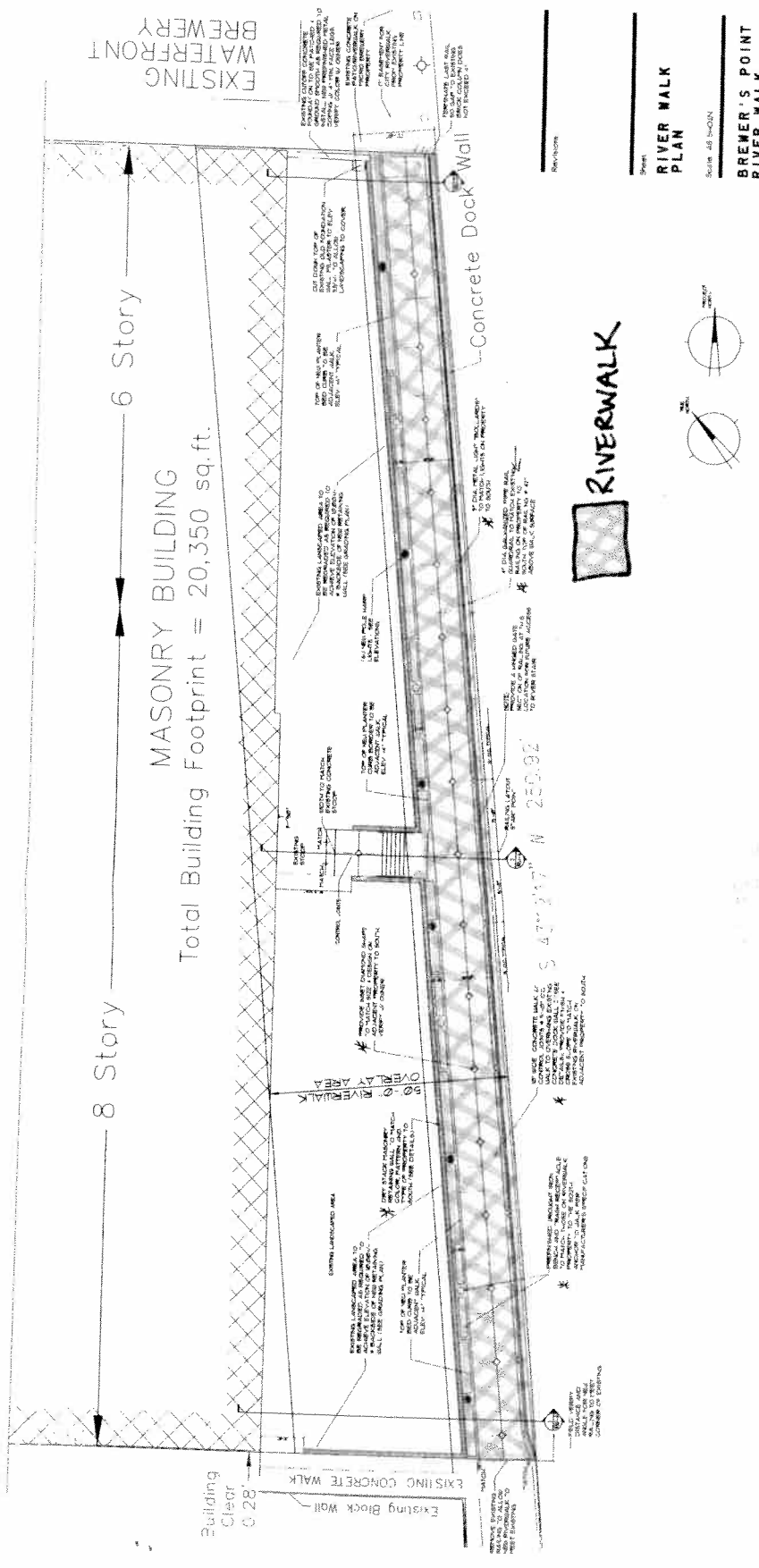
Address: 1858 North Commerce Street, Milwaukee, Wisconsin

Tax Key No.: 354-0403-100-5

Legal: The NE ½ of Lot 12, and all of Lots 13, 14, 15, 16 and 17, in the Subdivision of Lots 2 and 3, part of the NW ¼ of Section 21, T7N, R22E, in the City and County of Milwaukee, Wisconsin, EXCEPT that part conveyed to the City for street purposes in Quit Claim Deeds recorded in the Milwaukee County Register of Deeds Office as Document No.'s 76277, 76278, 76279, and 7481177.

EXHIBIT 2 TO EASEMENT

THE MAP



RICHARD F. STELDT & ASSOCIATES, LTD. ARCHITECTS
 1100 S. 10TH AVENUE, SUITE 100, DENVER, CO 80202
 TEL: 303.733.1100 FAX: 303.733.1101

RW-1

RIVER WALK PLAN
 Scale: 1/8" = 1'-0"



1-2-83

EASEMENT EXHIBIT FOR PROPOSED RIVERWALK

SITUATED ON NORTH COMMERCE STREET, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

PART OF NORTHEASTERLY 1/2 OF LOT 12, AND PART OF LOTS 13, 14, 15, 16, AND 17. IN THE SUBDIVISION OF LOTS 2 AND 3, LOCATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

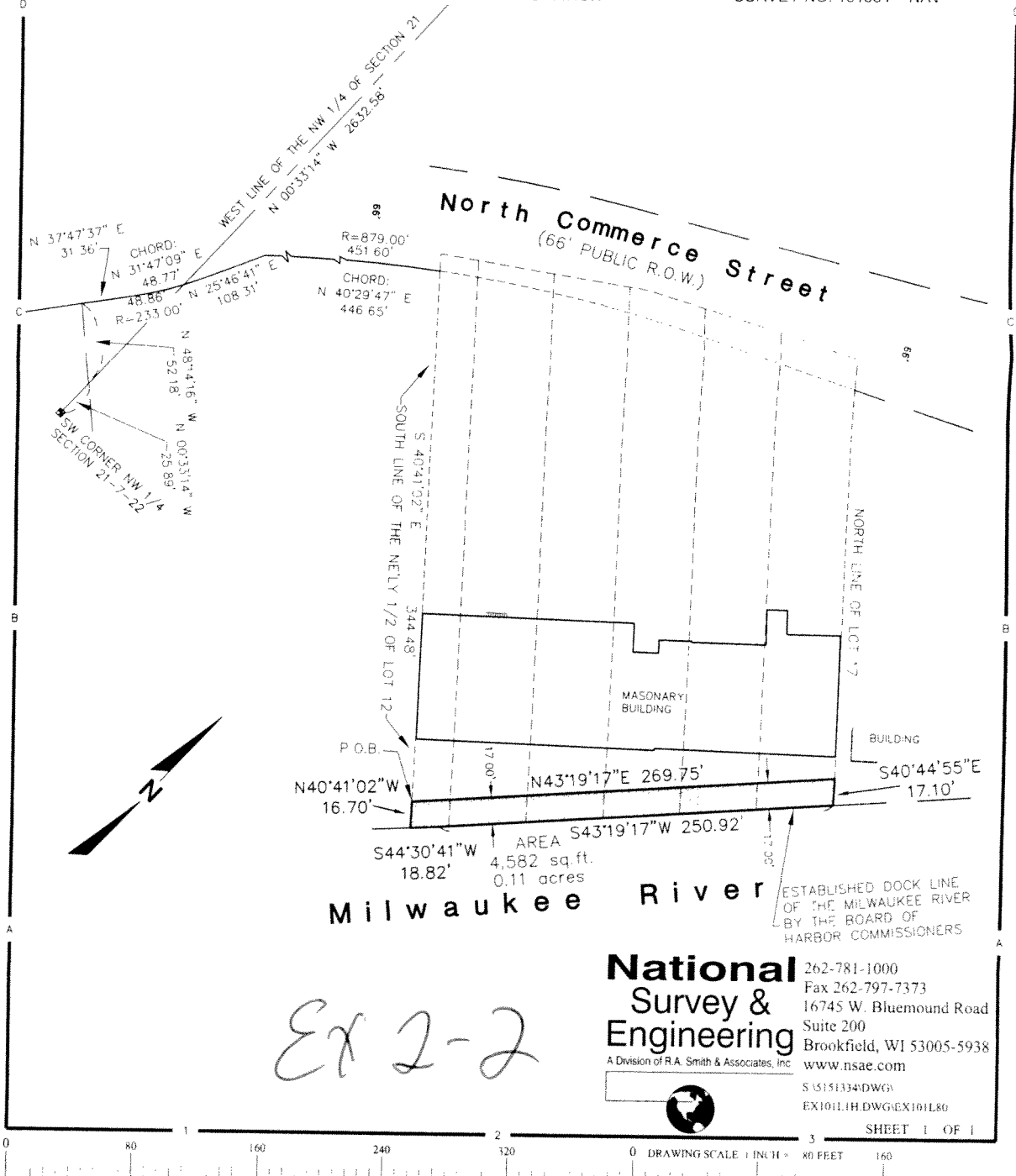
COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 00°33'14" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 25.89 FEET TO A POINT; THENCE NORTH 48°14'16" WEST 52.18 FEET TO A POINT; THENCE NORTH 37°47'37" EAST 31.36 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 48.86 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 233.00 FEET AND WHOSE CHORD BEARS NORTH 31°47'09" EAST 48.77 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 25°46'41" EAST 108.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 451.60 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 879.00 FEET AND WHOSE CHORD BEARS NORTH 40°29'47" EAST 446.65 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEASTERLY 1/2 OF SAID LOT 12; THENCE SOUTH 40°41'02" EAST ALONG SAID SOUTH LINE 344.48 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 43°19'17" EAST 269.75 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 17; THENCE SOUTH 40°44'55" EAST ALONG SAID NORTH LINE 17.10 FEET TO A POINT IN THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE SOUTH 43°19'17" WEST ALONG SAID DOCK LINE 250.92 FEET TO A POINT; THENCE SOUTH 44°30'41" WEST 18.82 FEET TO THE SOUTH LINE OF THE NORTHEASTERLY 1/2 OF SAID LOT 12; THENCE NORTH 40°41'02" WEST ALONG SAID SOUTH LINE 16.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,582 SQUARE FEET OR 0.1052 ACRES

AUGUST 21, 2007

CARNAHAN CORPORATION

SURVEY NO. 151334 - NAV



National Survey & Engineering
 A Division of R.A. Smith & Associates, Inc.
 262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 www.nsae.com
 S151334.DWG
 EX1011H.DWG/EX101L86

SHEET 1 OF 1

National Survey & Engineering

EXHIBIT 3 TO EASEMENT

THE RIVERWALK IMPROVEMENTS

A rectangular area, approximately 269.75 feet, by 17.10 feet, by 250.92 feet, by 16.70 feet containing a 10-foot wide pedestrian riverwalk adjacent to and along the BPA Site (the "BPA Riverwalk") complying with the Milwaukee River Design Guidelines, dated September 27, 1994 (as amended from time to time) (a copy of which has been provided to BPA), the RACM Redevelopment Plan, and the RSPROD, and connecting to and integrating with (i) at the southern edge of the BPA Site, the Trostel Riverwalk at the stub-end of East Dock Street (and also running along 1781 N. Riverwalk Way), and (ii) at the northern edge of the BPA Site, the Lakefront Brewery riverwalk (the "Brewery Riverwalk") running along 1872 N. Commerce Street. The BPA Riverwalk shall constitute an integrated portion of the overall riverwalk system, and shall include pedestrian walkway, railings, harp lights, trash receptacles, park benches, landscaping, and such repairs and/or modifications as may be necessary to be made to the dock wall at the BPA Site in order to accomplish the foregoing. The BPA Riverwalk shall be located as approximately shown on the map attached hereto as **Exhibit 2** (the "Map").

EXHIBIT 4 TO EASEMENT

MAINTENANCE STANDARDS

1. Open for use at all times except as it relates to adverse possession and times of maintenance and repair.
2. Keep Property generally clean of litter on a daily basis. Empty trash receptacles as necessary.
3. Keep benches and other amenities in good, safe repair at all times.
4. 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).
5. Properly maintain all landscaping in a manner acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
6. Keep Riverwalk Improvements in good, safe condition.

1050-2006-533:127104