



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 29, 2018

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

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Grant of the Easement Agreement between River Venture Partners I LLC and the City of Milwaukee as it pertains to the 1781 N. Water Street – Riverwalk Phase I project (TID 79), Contract No. 15-064 (CM).

This agreement was executed pursuant to Common Council Resolution File No. 150157, approved June 15, 2015.

Sincerely,

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

Enclosure



DOC # 10747284

**RECORDED
01/24/2018 2:17 PM**

**JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI**

AMOUNT: 30.00

FEE EXEMPT #:

*****This document has been
electronically recorded and
returned to the submitter. ****

Document Number

**GRANT OF EASEMENT
AGREEMENT
(1781 N. Water Street Riverwalk
Phase I)
Document Title**

**GRANT OF EASEMENT
AGREEMENT
(1781 N. Water Street – Riverwalk
Phase I)**

Recording Area

Name and Return Address

Mr. Jeremy R. McKenzie
Assistant City Attorney
City Attorney's Office
841 N. Broadway, 7th Floor
Milwaukee, WI 53202

See Exhibit 1

Parcel Identification Number (PIN)

GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement ("Agreement") is made as of April 20, 2016, by and among River Venture Partners I LLC, a Georgia limited liability company ("Grantor") and the City of Milwaukee ("Grantee").

RECITALS

A. Grantor is the owner of certain property located along the Milwaukee River in the City of Milwaukee, State of Wisconsin more particularly set forth on Exhibit 1 attached hereto (the "Property"); and

B. Pursuant to the terms of a Riverwalk Development Agreement dated December 15, 2015 ("Development Agreement") by and among Grantor, the Redevelopment Authority of the City of Milwaukee ("RACM") and Grantee, a certain riverwalk improvement as identified on Exhibit C to the Development Agreement and on Exhibit 2 attached hereto (the "Riverwalk Improvement") will be constructed on the portion of the Property and will become part of the Property; and

C. The parties hereto acknowledge that the Riverwalk Improvement is part of a comprehensive, publicly accessible Riverwalk System (the "Riverwalk System") and that it is desirable that the components of the Riverwalk System be generally compatible in design and appearance and generally uniform in maintenance, operation and usage; and

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

AGREEMENTS

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

1. Grantor hereby conveys to Grantee, upon completion of the Riverwalk Improvement or at any time thereafter, a nonexclusive easement upon and across the Riverwalk Improvement and, subject to the limitations set forth in Paragraph 3 of this Agreement and solely to the extent reasonably necessary to carry out the activities described in Subparagraph (b) below, upon and across other portions of the Property, for the following purposes:

(a) Pedestrian access, for the benefit of the public, across the entire length of the Riverwalk Improvement in accordance with the terms of this Agreement, provided, however, that the public, pedestrian access granted herein across the designated walkways shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor; and

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

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

2. Throughout the term of this Agreement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain (a) comprehensive liability insurance, naming the Grantee and its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of the Riverwalk Improvement and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverage required to be maintained hereunder under umbrella or blanket insurance coverage covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased every ten (10) years, with any such adjustment being proportionate to the then current economic conditions; provided that the amount of liability insurance required by Grantee shall not be greater than the amount of liability insurance generally maintained by the owners of similar portions of the Riverwalk System. Grantor shall provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Agreement, and Grantor agrees to promptly provide Grantee with a copy of any written notice of cancellation, non-renewal, or material change Grantor receives from its insurer.

3. Grantor shall be responsible to maintain the Riverwalk Improvement in accordance with the maintenance standards set forth on Exhibit 3 attached hereto and shall undertake all necessary capital repairs and replacements when and as necessary (with the exception of repairs and replacements necessitated by defects in original workmanship or design which are covered by any construction warranty). If Grantor fails to maintain the Riverwalk Improvement in the condition required by this Agreement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within thirty (30) days from the date of receipt of such written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may perform such work and Grantor shall reimburse Grantee for all reasonable costs incurred in performing such work. Should Grantor fail to reimburse the Grantee for such work, the Grantee shall be entitled to record a lien against the Property and the City of Milwaukee (the "City") shall have the right to specially charge the Property under the provisions of 66.0627, Stats. Should the City need to proceed with such special charges under 66.0627 Stats., Grantor hereby waives notice and hearing on such charges. In exercising its right to maintain, repair or replace the Riverwalk

Improvement, Grantee shall, to the extent both possible and practical, perform all necessary work from adjacent portions of the Riverwalk System or from the Milwaukee River and shall not unreasonably or materially disrupt or interfere with access to the Property and the operations of Grantor and any tenant, licensee or occupant on the Property. Grantee shall notify Grantor in advance of Grantee's needs to enter upon the Property, specifying the scope and duration of such entry.

4. Grantor shall, at all times, make the nonexclusive easement area of the Riverwalk Improvement available for use by members of the public; except for such times as such walkway must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. 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 Riverwalk Improvement in order to prevent the acquisition of any adverse or prescriptive rights.

5. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the nonexclusive easement area of the Riverwalk Improvement by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to riverwalks throughout the Riverwalk System and shall be effective upon delivery of a copy of same to Grantor. Grantor shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to the Riverwalk Improvement. Grantee covenants that it shall require all grantors of riverwalk easements to Grantee to expend reasonable efforts for the enforcement of such rules and regulations. Grantor shall have the right to promulgate and enforce its own rules and regulations governing the use of the Riverwalk Improvement by the public such as the number of people present in any single location, duration of stays, noise and permissible activities; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit 3, with any terms or provisions set forth in the Development Agreement or any rules and regulations promulgated by Grantee. In the event of any such conflict, the terms of Exhibit 3, the Development Agreement or the rules and regulations promulgated by Grantee shall control.

6. Grantee shall have the right from time to time, and upon at least 72 hours prior written notice to Grantor, to enter upon the Riverwalk Improvement to install and remove Decorations. Such installations and removals shall not unreasonably or materially interfere with the lawful use of the Property by Grantor or any tenant, licensee or occupant of the Property and shall be at Grantee's sole expense.

7. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Riverwalk Improvement (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Riverwalk Improvement).

8. Grantor shall not make any structural alterations or modifications to the Riverwalk Improvement or make any changes to the color scheme of the Riverwalk Improvement as originally installed without the prior written consent of Grantee. Further, Grantor shall not install any Decorations or attach any fixtures to or upon the Riverwalk Improvement without the prior written consent of Grantee. Any request by Grantor for installation of Decorations must be

in writing, and Grantee shall approve or disapprove such request in writing within 15 business days following receipt. Failure of Grantee to deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, Grantee shall not make any changes to the Riverwalk Improvement without the prior written approval of Grantor.

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

10. Grantor may, at its sole discretion, assign all obligations with respect to the maintenance, repair, and insurance requirements, and funding for electricity, water, and other utilities contained in this Agreement to a condominium association(s), if applicable, on the Property at any time without Grantee's consent. After such assignment, Grantor shall be released from any further liability under this Agreement.

11. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

River Venture Partners I LLC
c/o Atlantic Realty Partners, Inc.
3438 Peachtree Road NE, Ste 1425
Atlanta, GA 30326
Attention: Richard Aaronson

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attention: Deborah C. Tomczyk

To Grantee:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

and

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

12. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and monetary damages. If any action for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees and other costs incurred in such action.

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

[Signatures on the following page]

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals on this 20 day of April, 2016.

GRANTOR: RIVER VENTURE
PARTNERS I LLC

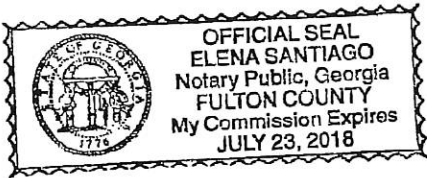
By: River Realty Partners I LLC,
a Georgia limited liability company, its
Managing Member

By: [Signature]

Richard D. Aaronson
its Manager

STATE OF GEORGIA)
)ss.
FULTON COUNTY)

This instrument was acknowledged before me on March 15th, 2016 by
Richard Aaronson, the authorized signatory of River
Venture Partners I LLC.



Elena Santiago
Notary Public, State of Georgia
My commission: July 23, 2018

GRANTEE: CITY OF MILWAUKEE

By: [Signature]
Tom Barrett, Mayor

By: [Signature]
Jim Owczarski, City Clerk

Countersigned: [Signature]
Martin Matson, Comptroller

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this 20 day of
April, 2016.

[Signature]

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

EXHIBIT 1

Legal Description of the Property

Tax Key No 354-0914-110

Being all of Water Lots 32 through 39, part of Water Lots 23 & 40 and part of vacated street running northerly from North Water Street between Water Lot 24 on the east and Water Lot 32 on the west all in Hubbard and Pearson's Addition to Milwaukee in the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 Section 21, Township 7 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northwest 1/4 of the said Section 21; Thence South 00°20'01" East along the east line of said Northwest 1/4, 888.04 feet; Thence South 43°46'40" West and then along the northwesterly right of way of North Water Street, 1521.45 feet to the Point of Beginning;

Thence continuing South 43°46'40" West along said northwesterly right of way line, 485.29 feet to the northeasterly right of way line of North Holton Street; Thence North 46°13'20" West along said northeasterly right of way line, 249.23 feet to a point on the Established Dock line for the Milwaukee River; Thence North 42°38'01" East along said Established Dock line, 335.76 feet; Thence North 47°39'45" East along said established Dock line, 149.94 feet; thence South 46°13'20" East, 245.78 feet to the Point of Beginning.

Said lands containing 122,319 square feet (2.8081 acres) of land, more or less.

EXHIBIT 2

Description of the Riverwalk Improvement

Riverwalk adjacent to 1781 N. Water Street □ Phase I (River House)

Riverwalk improvements will be approximately 514 lineal feet of Riverwalk running along the Milwaukee River by +/- 11 feet wide.

The riverwalk will be open to the public and provide public access to Water Street at the north and south of the Property. At each public access point, a ramp will be installed in compliance with the Americans with Disability Act standards. Despite significant grade differentials, the riverwalk on the Property will be designed to accommodate connections to riverwalks to the north and south at a mid-level grade. Varied and colorful native plantings are proposed to enhance both the riverwalk and the public access points.

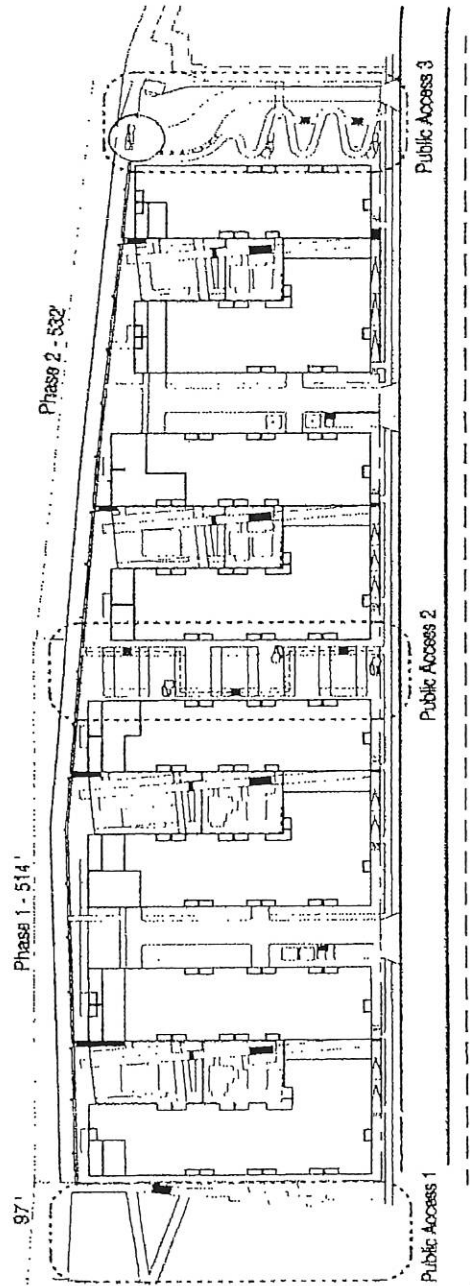
The riverwalk improvements associated with this easement will include pedestrian connections to the north of the second building on the Property and under the marsupial bridge. The east connection (east of building 2) may be constructed as a temporary connection, as the future construction of building 3 on adjacent property may damage the connection.

Riverwalk improvements will include:

- 11 foot wide concrete walkway
- Continuous handrail
- Native plantings, including sumac
- Decorative harp fixture lights on concrete poles
- Benches
- Retaining walls constructed of gabion cages with cream city brick rubble
- 2 decorative stone and concrete walkways with landscaping connecting the Milwaukee River to Water Street

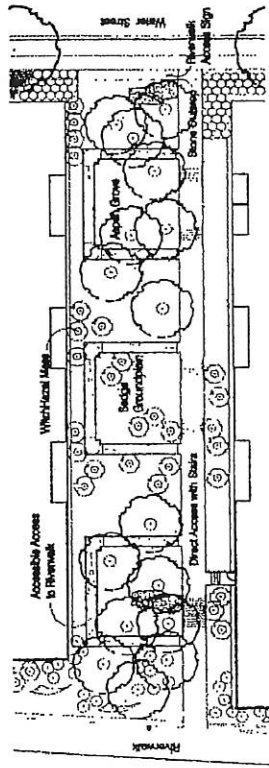
See attached plans

Those portions designated as Phase 1, Public Access 1 and Public Access 2 only:

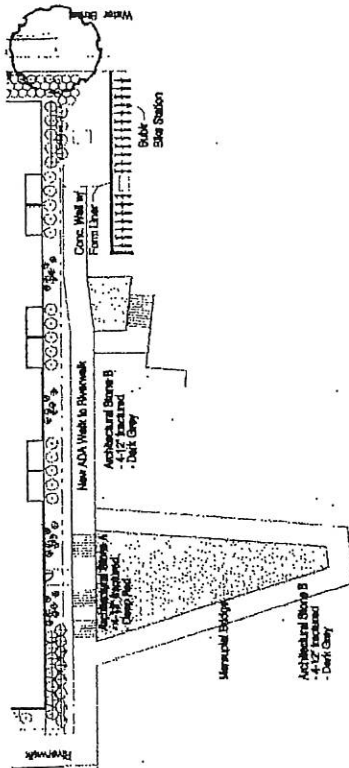


Riverwalk Exhibit

Atlantic Realty Partners
River House Apartments
Milwaukee, Wisconsin



Mid-Project Connection to Riverwalk



Mansujial Bridge Connection to Riverwalk

L2 - Riverwalk Connectivity



Atlantic Realty
Partners
Water Street
Milwaukee, Wisconsin

EXHIBIT 3

Maintenance Standards for the Riverwalk Improvement

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