



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission

February 24, 2005


Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed copy of the Harbor Front Riverwalk and Development Agreement identified as Contract No. 05-030 (CM), dated December 12, 2003, between the City of Milwaukee, Frontage, LLC, and The Harbor Front Marina, LLC.

Please insert this agreement into Common Council Resolution File No. 030671, adopted October 14, 2003.

Sincerely,



Rocky Marcoux
Commissioner

Enclosure

HARBOR FRONT RIVERWALK AND
DEVELOPMENT AGREEMENT

Document Number

Document Title

ORIGINAL
HARBOR FRONT
RIVERWALK AND DEVELOPMENT
AGREEMENT

Recording Area

Name and Return Address

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

392-2179-100-6
392-2197-000-8
392-2195-100-X
Part of 392-2197-000 and
392-2198-000

Parcel Identification Numbers (PIN)

Drafted by:

Gregg C. Hagopian
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

Version # 0001057444
PG # C191005030
APP # 637003
Form # 0336
City # 1911
Project # 5740
Sub-Project # R999
BY # 0000
Project # TD05684001
Signature _____
Date _____

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EXHIBIT LIST

A:	Map
B:	Legal Descriptions
C:	Term Sheet
D:	Legal Description of "Alternate-Phase-II Riverwalk Parcel"
E:	View Easement
F:	Form of Certificate of Completion
G:	Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement

HARBOR FRONT RIVERWALK AND DEVELOPMENT AGREEMENT

(Including Agreement for Sale and Riverwalk Development Agreement)

This Agreement ("Agreement") made as of this 12th day of December, 2003, by and among the City of Milwaukee ("City"), Frontage, LLC ("Frontage"), and The Harbor Front Marina, LLC ("HFM").

WITNESSETH:

WHEREAS, attached hereto as **Exhibit A** is a map (the "Map") depicting thereon the following that are the subject of this Agreement:

- (a) the Phase-I Parcel;
- (b) the Phase-I-Assembly Parcel;
- (c) the Jackson-Street-Extension Parcel;
- (d) the Phase-II Parcel;
- (e) the Riverwalk Parcel;
- (f) Phase-I-Riverwalk Parcel (i.e. that part of the Riverwalk Parcel abutting the Jackson-Street-Extension Parcel and the Phase-I Parcel (including the Phase-I-Assembly Parcel));
- (g) the Downstream-Riverwalk Parcel (i.e. that part of the Riverwalk Parcel abutting the Downstream Parcel);
- (h) Phase-II-Riverwalk Parcel (i.e. that part of the Riverwalk Parcel abutting the Phase-II Parcel);
- (i) the Downstream Parcel;
- (j) the City Parcel;
- (k) the Water-Taxi Stand;
- (l) the Mooring Dolphins (the "Dolphins"); and
- (m) the Alternate-Phase-II-Riverwalk Parcel

WHEREAS, the legal descriptions for the above Parcels and Dolphins are shown on **Exhibit B** attached; and

WHEREAS, Frontage intends to construct certain riverwalk improvements on the Riverwalk Parcel, Water-Taxi Stand improvements, and a two-phase condominium project, with Phase I being constructed on the Phase-I Parcel and Phase II being

constructed on the Phase-II Parcel, together with a 60-foot wide public right-of-way for pedestrian and vehicular access to the Riverwalk Parcel over the Jackson-Street-Extension Parcel; and

WHEREAS, HFM intends to construct (or have constructed) a commercial development on the Downstream Parcel and riverwalk improvements on the Downstream-Riverwalk Parcel; and

WHEREAS, the City intends to convey to Frontage, as one parcel, the Phase-I-Assembly Parcel, the Downstream Parcel, and those portions of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and the Downstream Parcel, and also the Dolphins (it being understood, however, that Frontage in turn will subsequently convey to HFM the Downstream Parcel, the Dolphins, and all the Riverwalk Parcel); and

WHEREAS, the City, by Resolution No. 030671 (passed on October 14, 2003) (the "Resolution") declared the Phase-I-Assembly Parcel, the Downstream Parcel, and that part of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and the Downstream Parcel¹ surplus to City needs, approved conveying same (along with the Dolphins) pursuant to Milwaukee Code of Ordinances §304-49-17 and as part of this transaction, approved the Term Sheet (attached hereto as **Exhibit C**), and authorized the City to enter into this Agreement; and

WHEREAS, Frontage and HFM have approved this Agreement and their entry into it, and authorized their respective signatories hereto to sign this document.

NOW, THEREFORE, City, Frontage, and HFM, in consideration and agreement of the above recitals and the provisions herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby mutually agree and covenant as follows:

1. **Certain Definitions.** As used herein:

A. "Phase-I Work" means:

- (1) Frontage's construction on the Phase-I Parcel of an approximately 80-unit condominium building, in a new 7-story building, with indoor, underground parking, and approximately 8,000 square feet of commercial space;
- (2) Frontage's construction on the Phase-I Parcel of a club-house and swimming pool serving the condominium units;
- (3) Frontage's construction on the Jackson-Street-Extension Parcel of a street with sidewalks and landscaping, curb and gutter, and street lighting;

¹ In the Resolution, the Phase-I-Assembly Parcel, the Downstream Parcel, and that part of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and the Downstream Parcel are together referred to as Parcel A.

- (4) Frontage's construction on and along the entire length of the Phase-I-Riverwalk Parcel of a 14 to 18-foot wide pedestrian riverwalk;
- (5) Frontage's construction of a dockwall at the river's end of the Jackson-Street-Extension Parcel (i.e. installation of 60 lineal feet of steel-sheet pilings and dockwall improvements at the riverfront abutting the Jackson-Street-Extension Parcel), together with any other dockwall work that may be necessary as a result of, or due to, Frontage's construction of the riverwalk on the Phase-I-Riverwalk Parcel; and
- (6) Frontage's construction of the Water-Taxi Stand.

B. "Phase-II Work" means:

- (1) Frontage's construction on the Phase-II Parcel of an approximately 80-unit condominium building, in a new 7-story building, with indoor, underground parking; and
- (2) Frontage's construction on and along the entire length of the Phase-II-Riverwalk Parcel of a 14 to 18-foot wide pedestrian riverwalk, together with any dockwall work that may be necessary as a result of, or due to, Frontage's construction of the riverwalk on the Phase-II-Riverwalk Parcel.

C. "Phase-III Work" means"

- (1) Construction on the Downstream Parcel of an approximately 7,400 square-foot, one-story new commercial building, with related parking and landscaping (that building, together with its related parking and landscaping, is herein called the "**Commercial Building**");
- (2) Construction on and along the entire length of the Downstream-Riverwalk Parcel of a 14 to 18-foot-wide-pedestrian riverwalk; and
- (3) Any dockwall work that may be necessary as a result of, or due to, construction of the riverwalk on the Downstream-Riverwalk Parcel.

D. "Commissioner" means the Commissioner of the City's Department of City Development (or her designee).

2. City's Conveyance.

A. Frontage and HFM Representations. Frontage and HFM represent and warrant to City that:

- (1) Frontage owns fee title to each of:
 - (a) the Phase-I Parcel (less the Phase-I Assembly Parcel);
 - (b) the Jackson-Street-Extension Parcel;
 - (c) the Phase-II Parcel;
 - (d) those portions of the Riverwalk Parcel abutting each of the Phase-I Parcel (less the portion of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel), the Jackson-Street-Extension Parcel, and the Phase-II Parcel.
- (2) Frontage owns the riparian rights to the property upon which the Water-Taxi Stand will be built, and the riparian rights to the Alternate-Phase-II-Riverwalk Parcel.
- (3) Frontage obtained the financial commitment, a copy of which Tom DeMuth sent to Gregg Hagopian on November 25, 2003.
- (4) Frontage shall provide to City a copy of the final Disclosure Materials pertaining to the condominium created with respect to, or affecting any of, the parcels shown on the Map (the "Condominium Documents") – which Condominium Documents (together with any amendment thereto, and with any easement granted to or by the declarant or to or by the condominium association) shall be recorded after this Agreement, shall be subject to this Agreement, and shall not interfere with, or obstruct, any of City's rights under, this Agreement or under any easement granted to City hereunder.

B. Conveyance. In reliance on HFM's and Frontage's duties and representations in this Agreement. City agrees to convey to Frontage, as one parcel, the Phase-I-Assembly Parcel, the Downstream Parcel, and those portions of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and the Downstream Parcel (together with any associated riparian rights City may have), and the Dolphins after:

- (1) HFM has paid to City, in good funds, and in a manner directed by Commissioner, \$153,630.40 (representing \$13.76 per square foot for the 11,165 square foot Downstream Parcel).
- (2) HFM has paid to City in good funds \$15,363 as a Performance Deposit to secure completion of the Commercial Building on the Downstream Parcel.

C. Form of Deed. The City's conveyance to Frontage shall be by Quit-Claim Deed with no representations or warranties (express or implied, except as otherwise specifically provided for in this Agreement), on an AS-IS,

WHERE-IS basis. And, the Quit-Claim Deed shall reference, and be subject to this Agreement, including the possibility of reverter as described in this Agreement and the possibility of the Downstream Parcel being subject to the View Easement (defined below).

- D. **Title Evidence.** Frontage and HFM shall be responsible for obtaining their own title insurance at their own expense. Copies of title commitments and title policies (together with documents referred to therein) shall be provided to Commissioner upon her request and at no charge.
- E. **Survey.** Frontage and HFM shall be responsible at their own expense for obtaining any survey of any of the parcels shown on the Map – including any Certified Survey Map that may be required. Copies of the same shall be provided to the Commissioner upon her request and at no charge.
- F. **Conveyance Expressly Subject To Conditions.** The City's conveyance, the parcels, and title, in addition to being subject to the provisions of this Agreement (including the possibility of reverter described herein), shall be subject to:
- (1) Applicable federal, state, and local statutes, regulations, orders, rules, and ordinances, including zoning, building and land-subdivision laws and regulations; and
 - (2) Except as set forth herein, Frontage and HFM are each responsible for their own respective development expenses, including, but not limited to, construction costs, excavation and landscaping, addressing buried rubble or debris, and adverse geotechnical or environmental conditions.
 - (3) By execution of this Agreement, Frontage and HFM acknowledge receipt of a Limited Phase 1 Environmental Site Assessment dated May 26, 1999 prepared by the City's Health Department. Said report was provided for informational purposes only. The City does not warrant its content or conclusions.
 - (4) After Closing and conveyance by City to Frontage as called for above, Frontage and HFM shall, and they hereby do agree to, jointly and severally indemnify and hold harmless the City from environmental liability, if any, and from any and all costs, fees, fines, penalties, claims, or expense whatsoever resulting from, associated with, or attributable to, any environmental contamination or condition at or affecting any property (real or personal) conveyed by City hereunder, or its or their soil or groundwater – in each case, whether known or unknown, discovered or to be discovered, including, but not limited to, any remediation or clean-up expense,

or expense associated with any enforcement proceeding brought by the DNR, EPA, or any governmental body, public authority, or person, or with any litigation or administrative action (including settlement of same) brought before any court, administrative agency, or other tribunal. The provisions in this **subparagraph F** shall expressly survive: (i) Closing and also the "Certificate" referred to below and recording of the Quit-Claim Deed and Certificate in the Milwaukee County Register of Deeds Office; (ii) any conveyance by Frontage or HFM of any of their respective parcels shown in the Map (or of any interest therein); and (iii) unless otherwise expressly agreed to by City in a written amendment to this Agreement, any assignment by Frontage or HFM of Frontage's or HFM's rights, duties, or interests in or under this Agreement.

G. **Closing; Cash.** The City shall deliver the Quit Claim Deed and possession of the respective parcels (and Dolphins) to be conveyed at such time and date as the parties hereto mutually agree upon (the "Closing") – with the Closing date being within 20 business days of the date hereof. Closing shall be at the City's offices and Frontage shall accept the Quit-Claim Deed, and sign a Closing Statement along with HFM, and HFM shall pay the sums required to be paid to City. Also at Closing, HFM and Frontage shall sign and deliver the "Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement" called for below. HFM shall, at closing, pay to City in good funds and in a manner directed by the Commissioner:

- (1) \$153,630.40 (representing \$13.76 per square foot for the approximately 11,165 square foot Downstream Parcel);
- (2) \$15,363 as a Performance Deposit to secure completion of the Commercial Building on the Downstream Parcel;
- (3) Funds necessary to record this Agreement, the Quit-Claim Deed, and the "Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement" in the Milwaukee County Register of Deeds Office.

H. **No Proration of Taxes.** There shall be no proration of taxes as the Phase-I-Assembly Parcel, the Downstream Parcel, and those portions of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and Downstream Parcel are currently tax exempt. And, there are no special assessments currently affecting those parcels.

I. **Recording Deed, Easement, and this Agreement.** After Closing, the City shall promptly record this Agreement (if the same has not already been recorded), the Quit-Claim Deed, and the "Riverwalk, Water-Taxi Stand, and

Jackson-Street-Easement Agreement" with the Milwaukee County Register of Deeds.

- J. **Closing Statement.** At Closing, the parties shall execute a Closing Statement revealing:
- (a) monetary consideration paid;
 - (b) payment of recording fees for recording this Agreement, the Quit-Claim Deed, and the "Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement;" and
 - (c) payment of the Performance Deposit required of HFM.
- K. **No Transfer Return or Transfer Fee.** Pursuant to Wis. Stat. §77.25(2), and §77.255, no Wisconsin Real Estate Transfer Return is required with respect to the conveyance and no transfer fee will be due.
- L. **City Policy re: Tax Delinquencies.** Prior to Closing, Peter Renner, Renner Architects, LLC, Frontage and HFM shall disclose to City the property-tax status for all property in the City owned by any of them as an individual or by a partnership, L.L.C., corporation, or any other entity in which any of them has an ownership interest. If any is found to have any delinquent property taxes, the City shall give notice to correct this condition by Closing or other such period as determined by City's Commissioner. If the violation is not corrected within the specified period, which shall not be less than 10 days, this Agreement may be canceled at City's option.
- M. **Milwaukee Code of Ordinances §304-49-17.** Regarding the consideration paid to the City for the Phase-I-Assembly Parcel, the Downstream Parcel, those portions of the Riverwalk Parcel abutting the Phase-I-Assembly Parcel and the Downstream Parcel, and the Dolphins, the parties hereto acknowledge the monetary and non-monetary aspects of that consideration as outlined in the Term Sheet.
3. **CSM and Frontage's Subsequent Conveyance to HFM** Subsequent to Closing, Frontage intends to, and shall, convey to HFM the Dolphins, the Downstream Parcel, and the entire Riverwalk Parcel, and the riparian rights to the Alternate-Phase-II-Riverwalk Parcel. That Frontage-to-HFM conveyance shall take place promptly after any requisite Certified Survey Map ("CSM") or subdivision plat ("Plat") has been approved by the City and recorded in the Milwaukee County Register of Deeds Office. Frontage and HFM shall diligently proceed, at their expense, to obtain the requisite CSM or Plat and to record same. And, Frontage and HFM agree to provide Commissioner with a copy of the Frontage-to-HFM deed and transfer return and with a copy of the CSM or Plat.

4. **Access to Property (Including Post-Closing Access by City)**. After Closing, Frontage and HFM shall permit the City reasonable access to their parcels depicted on the Map and allow the City to inspect work being undertaken by Frontage and/or HFM hereunder. City's access and inspections shall be conducted in a manner so as not to unreasonably interfere with Frontage's or HFM's construction. If the Commissioner determines, as a result of inspections made by City representatives, that Frontage's or HFM's contractors or subcontractors are not constructing the Phase-I Work, Phase-II Work, Phase-III Work, or other work required hereunder in accordance with Commissioner-approved Plans and Specifications or this Agreement, the Commissioner shall promptly notify Frontage or HFM, as the case may be, in writing of the noncompliance, and Frontage or HFM, as the case may be, shall, as soon as reasonably possible, remedy, or require its contractor or subcontractors to remedy, such noncompliance.

5. **Phase-I, Phase-II, and Phase-III Work**. Frontage agrees to undertake and complete the Phase-I and Phase-II Work. HFM agrees to undertake and complete (or to have undertaken and completed) the Phase-III Work. With respect to the Phase-I Work, the Phase-II Work, and the Phase-III Work, Frontage and HFM agree to cooperate with one another and to allow each other access and entry rights over their respective properties as necessary to allow for the improvements and construction required hereunder.
 - A. **Phase-I Dates**. Frontage shall commence the Phase-I Work by December 31, 2003 and complete the same no later than December 31, 2007.
 - B. **Phase-II Dates**. Frontage shall commence the Phase-II Work by December 31, 2007 and complete the same no later than December 31, 2011.
 - C. **Phase-III Dates**. HFM shall complete the Phase-III Work no later than December 31, 2007.
 - D. **Per Plans & Spec's, Approved Contracts, and Approvals**. All Phase-I, Phase-II, and Phase-III Work shall be done in conformance with the detailed Plans and Specifications therefore that have been approved by the Commissioner, the architect and construction contracts (including contractor and subcontractor agreements) therefore that have been approved by the Commissioner, all federal, state, and local laws, all Approvals (as defined below), and the Guidelines (as defined below).
 - E. **Special Riverwalk Guidelines**. Construction of the riverwalk improvements on the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, and the Phase-II-Riverwalk Parcel shall also be in conformance with the Milwaukee River Design Guidelines (as described in Common Council File No. 940175, adopted September 27, 1994), as amended from time to time ("Guidelines"). And the riverwalk improvements shall constitute a

portion of the overall Riverwalk System that is intended to eventually cover a good portion of the Milwaukee River flowing from the harbor entrance to the North Avenue Dam area.

- F. **As-Builts, Phase I.** Frontage shall provide Commissioner with as-built Plans and Specifications: for the riverwalk improvements on the Phase-I-Riverwalk Parcel; for the improvements on the Jackson-Street-Extension Parcel; for the dockwall work at the end of the Jackson-Street-Extension Parcel; for the Water-Taxi Stand work; and for any other dockwall work associated with the riverwalk improvements on the Phase-I-Riverwalk Parcel. The same shall be provided to Commissioner, respectively, at the respective times Frontage seeks City contribution for those improvements hereunder, providing that, since City has no duty to contribute toward the "other dockwall work," those as-built Plans and Specifications shall be provided to Commissioner at the time Frontage seeks City contribution for the Phase-I Riverwalk.
- G. **As-Builts, Phase II.** Frontage shall provide Commissioner with as-built Plans and Specifications for the riverwalk improvements on the Phase-II-Riverwalk Parcel. The same shall be provided to Commissioner at the time Frontage seeks City contribution for those improvements hereunder.
- H. **As-Builts, Phase III.** HFM shall provide Commissioner with as-built Plans and Specifications for the riverwalk improvements on the Downstream-Riverwalk Parcel. The same shall be provided to Commissioner at the time HFM seeks City contribution for those improvements hereunder.
- I. **Approvals.** Frontage and HFM shall, at their expense, obtain all requisite governmental licenses, permits and approvals necessary to undertake and complete the Phase-I Work, Phase-II Work, and Phase-III Work (the "Approvals").
- J. **Work Progress.** Frontage and HFM shall keep the Commissioner advised of construction progress for each of the Phase-I Work, Phase-II Work, and Phase-III Work.
- K. **Construction Schedule for Phase-I Work.** On or before the Closing, Frontage shall provide Commissioner with a construction schedule for the Phase-I Work, with estimated commencement and completion times for each of: the condo building on the Phase-I Parcel; the improvements on the Jackson-Street-Extension Parcel; the riverwalk improvements on the Phase-I-Riverwalk Parcel; the dockwall work at the end of the Jackson-Street-Extension Parcel; and the Water-Taxi Stand improvements.

6. **Phase-II Work and Phase-III Work Contingencies.**

- A. Frontage's duties with respect to the Phase-II Work, and HFM's duties with respect to the Phase-III Work, are, respectively, contingent upon:

- (1) Frontage and HFM, respectively, obtaining financing on terms and conditions then prevailing in the Milwaukee area in a sufficient amount to enable Frontage to do the Phase-II Work, and HFM to do the Phase-III Work;
- (2) Frontage and HFM, respectively, being able to secure all necessary Approvals concerning, respectively, the Phase-II Work and the Phase-III Work; and
- (3) HFM reasonably determining, after reasonable due diligence, testing, and investigation, that the environmental and geotechnical conditions of the Downstream Parcel are sufficient to allow HFM to construct the Commercial Building without extraordinary or undue expense associated with environmental or geotechnical conditions.

B. Frontage and HFM have the duty to pursue satisfaction of the above contingencies in good faith and with due diligence, and to the extent both possible and practical. HFM and Frontage shall provide to Commissioner such evidence of its or their attempts to satisfy the contingencies (and with evidence of responses or feedback Frontage or HFM receives) as the Commissioner may reasonably request (including, but not limited to: the results of HFM's due diligence, testing, and investigation with respect to the Downstream Parcel; loan applications and lender response letters; governmental responses with respect to applications for Approvals; etc.).

7. **Specific City Rights If Phase-I Work, Phase-II Work, or Phase-III Work Not Done.**

A. **Phase-I Work; Reverter.**

- (1) **City's Right to Reverter.** If, after the Closing, and prior to completion of all the Phase-I Work:
 - (a) Frontage shall default on or violate its obligations with respect to the Phase-I Work (including the nature and the date for completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within the applicable cure period after written demand by Commissioner so to do; or
 - (b) Frontage or HFM shall fail to pay real estate taxes or special assessments on any portion of their respective parcels shown on the Map (or on any parcels conveyed to either of them by City hereunder) when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall

suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Commissioner made for such payment, removal, or discharge, within the applicable cure period after written demand by Commissioner so to do; or

- (c) there is any transfer of any real property in violation of this Agreement, and such violation shall not be cured within the applicable cure period after written demand by Commissioner; then City shall have the right to reenter and take possession of the Downstream Parcel, and to terminate and revest in City the estate therein that City had conveyed therein. The intent of this provision, together with other provisions of this Agreement, is that the conveyance by City called for hereunder shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, or other action or inaction specified in (1) (a), (b), or (c) of this subsection, failure on the part of Frontage or HFM (as the case may be) to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may declare a termination in favor of City of the title and all rights and interests of Frontage and HFM, and any assigns or successors in interest to and in the Downstream Parcel (or in anyone claiming by, through, or under Frontage or HFM), shall revert to City. In addition to the right of reentry and revesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by Frontage or HFM as specified in said sentence, City shall also have the right to retain the Performance Deposit and to not make to Frontage or HFM any City-contribution or undertake any City improvements contemplated by this Agreement.

Provided, that such condition subsequent and any revesting of title as a result thereof in City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage.

- (2) **City's Enforcement Rights**. City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this subsection, including also the right

to execute and record or file in the Milwaukee County Register of Deeds Office a written declaration: of the termination of all the right, title and interest of Frontage or HFM (or their respective successors or assigns) in the Downstream Parcel (subject to such mortgage liens and interests as provided for above); of the revesting of title thereto in City; and of the termination of any duty of City to make any City Contribution or to undertake any City improvements contemplated hereunder.

(3) **Resale of Reacquired Property; Disposition of Proceeds.** Upon the revesting of title to any parcel, or any part thereof, as provided above, City shall use its best efforts to resell the parcel or parts thereof (subject to such mortgage liens and interests as provided for above) as soon and in such manner as Commissioner shall find feasible and consistent with the objectives of applicable law to a qualified and responsible party or parties (as determined by Commissioner) who will assume the obligations of Frontage and HFM hereunder with respect to the Downstream Parcel, or who will otherwise agree to remedy the breach giving rise to the reversion, as shall be satisfactory to Commissioner. Upon such resale the proceeds thereof shall be applied:

(a) First, to reimburse City for all costs and expenses incurred by City, including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by City from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof (or, in the event the property is exempt from taxation or assessment or such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Frontage or HFM (or its successors, assigns, or transferees); any expenditures made or obligations incurred with respect to the making or completion of the construction or any part thereof on the property or part thereof; and any amounts otherwise owing City by Frontage, HFM, or its or their successors, assigns, or transferees; and

- (b) Second, to reimburse Frontage or HFM, as the case may be, or its or their successors, assigns, or transferees, up to the amount equal to the cash, labor and material actually invested by Frontage or HFM (as the case may be) in performing any construction on the Downstream Parcel, less any gains or income withdrawn or made by Frontage or HFM (as the case may be) respecting that parcel or relating thereto.

Any balance remaining after such reimbursements shall be retained by City as its property.

- B. **Phase-II Work; Alternate-Phase-II Riverwalk.** If Frontage, despite its good faith efforts and its due diligence, is unable to satisfy any of its contingencies concerning the Phase-II Work as set forth in **paragraph 6** above, then Frontage shall provide City with prompt written notice of such on or before **December 31, 2007**. If: (i) Frontage either provides or fails to provide that notice by such time; or (ii) Frontage fails to complete the Phase-II Work by the deadline herein therefore, then, in either such event, the City may, in its discretion, require Frontage and HFM to sign, deliver, and grant to the City a public-riverwalk easement, 12-feet in width (with the width starting 2 feet off the dockwall (i.e. the established dockline) as that dockwall currently exists as of the date of this Agreement, and extending 12 feet into the river), and running the entire length of the Phase-II Parcel, so as to enable the City to construct, if City wishes, riverwalk improvements over that area, together with an easement 12 feet in width sufficient to allow the City to connect and match-up its riverwalk improvements to the riverwalk improvement on the Phase-I-Riverwalk Parcel, with such easement areas depicted on **Exhibit D** attached hereto (the "**Alternate-Phase-II-Riverwalk Parcel**") and with such public-riverwalk easement being in a form drafted by the City, and in substantially the same form as that attached hereto as the "Riverwalk, Water-Tax Stand, and Jackson-Street-Easement Agreement" – but without any Water-Taxi Stand or Jackson-Street-Improvements, without any insurance requirements, and with City having maintenance duties and sole-rule-making authority and rights to make alterations concerning the riverwalk improvements that City would build on the Alternate-Phase-II-Riverwalk Parcel. The intent being that the City may (if it elects) then construct, at City's expense, the extension of the Riverwalk on the Alternate-Phase-II-Riverwalk Parcel, for pedestrian access to and along the river. And, if City does so elect to obtain those easements to enable City to construct the riverwalk improvements on the Alternate-Phase-II-Riverwalk Parcel: (i) HFM and Frontage shall allow City reasonable access to and over their abutting lands and to and over their riparian rights, at no charge, to allow for City construction of the riverwalk on the Alternate-Phase-II-Riverwalk Parcel; (ii) HFM and Frontage shall move and relocate any boat slips, marina, or other

improvements that would otherwise interfere with, encroach upon, or obstruct the Alternate-Phase-II-Riverwalk Parcel or City's riverwalk improvements thereon or with City's construction activities associated therewith; (iii) City shall use good faith efforts, to the extent it is practical and possible, to undertake its construction activities: (a) during periods from October to April (providing, however, that certain aspects of City's construction would nonetheless, in all likelihood, be undertaken during other periods); and (b) in a manner so as to minimize disruption to boaters; (iv) the City will have no duty to undertake any repair or replacement of any dockwall at or along the Phase-II-Riverwalk Parcel; and (v) notwithstanding anything to the contrary contained herein, the City shall have no duty to contribute toward any riverwalk improvements on the Phase-II-Riverwalk Parcel, and neither Frontage nor HFM shall have any duty to construct any riverwalk improvements on the Phase-II-Riverwalk Parcel.

- C. **Phase-III Work; View Easement.** If HFM, despite its good faith efforts and its due diligence, is unable to satisfy any of its contingencies concerning the Phase-III Work as set forth in **paragraph 6** above, then HFM shall provide City with prompt written notice of such on or before **December 31, 2007**. If: (i) HFM either provides or fails to provide that notice by such time, or (ii) if HFM fails to complete the Phase-III Work by the deadline herein therefore, then in either such event, the City may, in its discretion, require HFM to sign, deliver, and grant to the City (and HFM shall do so) the **View Easement** attached hereto as **Exhibit E**. The View Easement shall require HFM (at its expense) to, **on or before June 30, 2009**, landscape and improve the Downstream Parcel per Plans and Specifications approved by the Commissioner, per Approvals (to be obtained by HFM at its expense), and per applicable laws. It shall restrict and limit how the Downstream Parcel may be improved. And, it shall provide for an easement to the City for public access and use. **Neither the granting of the View Easement nor HFM's inability to satisfy contingencies concerning Phase-III Work, however, shall relieve HFM of its duty to complete the riverwalk improvements on the Downstream-Riverwalk Parcel by the deadline therefore specified herein.**

If, per the terms above, City has required HFM to grant to City the View Easement, then, at such time as HFM has entered into the View Easement and the riverwalk improvements on the Downstream-Riverwalk Parcel have been completed per this Agreement, the City shall refund to HFM the Performance Deposit.

If, on or before **December 31, 2007**, the Phase-III Work has been completed, HFM may request that the Commissioner issue a Certificate of Completion ("Certificate") for that particular work. Such request shall be accompanied by an architect's "Certification of Substantial Completion" on AIA Form G704 that the Phase-III Work has been completed in accordance with the Commissioner-approved plans and specifications therefore. The

Commissioner's Certificate shall be in substantially the same form as **Exhibit F** attached, and be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to HFM's obligations to construct (or have constructed) that particular work and the date for completion thereof (but shall not be deemed to terminate any other duties of Frontage or HFM hereunder including any duty Frontage or HFM has hereunder to indemnify and hold the City harmless). The City shall inspect the Phase-III Work within thirty (30) days following receipt of HFM's request for the Certificate. If the work is determined to be in conformance herewith, the request for the Certificate shall be presented to the Commissioner for approval. The Commissioner shall execute such Certificate within thirty (30) days of its authorization and shall present her Certificate for recording to the Milwaukee County Register of Deeds at the City's expense. The City shall refund to HFM the Performance Deposit at the time the Commissioner executes the Certificate. If the Commissioner shall refuse or fail to authorize the Certificate, the Commissioner shall within thirty (30) days of the inspection provide HFM with a written statement indicating in detail how HFM has failed to complete construction in conformity with the Plans and Specifications or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the Commissioner's opinion, for HFM to take or perform in order to obtain the Certificate.

8. **Other Easement Provisions.**

- A. **For Frontage's Construction.** In that HFM will own the Riverwalk Parcel, HFM hereby grants to Frontage a construction easement in and to the Riverwalk Parcel allowing Frontage entry to construct the riverwalk improvements as required hereunder.
- B. **To City at Closing ("Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement").** At Closing, Frontage, HFM, and the City shall enter into the "Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement" in substantially the same form as attached hereto as **Exhibit G**, in recordable form, and in form satisfactory to the Commissioner, pursuant to which Frontage and HFM shall grant a permanent, public, nonexclusive pedestrian easement over the Phase-I-Riverwalk Parcel and Downstream-Riverwalk Parcel and the riverwalk improvements to be built thereon and over the Water-Taxi Stand, and a permanent, public, nonexclusive pedestrian and vehicular easement over the Jackson-Street-Extension Parcel and the improvements to be built thereon. The same shall then be recorded against title to the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, the Water-Taxi Stand, and the Jackson-Street-Extension Parcel (or against the properties of which those parcels are a part) at Frontage's and HFM's expense.

- C. **To City for Phase-II-Riverwalk Parcel.** Upon completion of the riverwalk improvements on the Phase-II-Riverwalk Parcel, and Commissioner's approval of completion of that work, HFM, Frontage, and City shall enter into a Phase-II-Riverwalk-Easement Agreement, drafted by the City, also in substantially the same form as attached hereto as **Exhibit G** (but modified to reflect that it pertains to the Phase-II-Riverwalk Parcel and the riverwalk improvements thereon), in recordable form, and in form satisfactory to the Commissioner, pursuant to which HFM (as owner of the Phase-II-Riverwalk Parcel) shall grant a permanent, public, nonexclusive pedestrian easement over the Phase-II-Riverwalk Parcel and the riverwalk improvements thereto. The same shall then be recorded against title to the Phase-II-Riverwalk Parcel by HFM at HFM's expense.
- D. **Maintenance and Insurance of Phase-I, Phase-II, and Downstream-Riverwalk Parcels, Water-Taxi Stand, and Jackson Street by Frontage.** Frontage shall be a party to each of the "Riverwalk, Water-Taxi Stand, and Jackson-Street-Easement Agreement" and the Phase-II-Riverwalk-Easement Agreement because Frontage shall, at its expense (and it hereby does agree to) provide liability insurance (naming the City as an additional insured) with respect to, the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, the Phase-II-Riverwalk Parcel, and the riverwalk improvements on those parcels, the Water-Taxi Stand and the improvements thereto, and the Jackson-Street-Extension Parcel and the improvements thereto, and Frontage shall (and it hereby does agree to) maintain and keep in good repair the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, the Phase-II-Riverwalk Parcel, and the riverwalk improvements on those parcels, the Water-Taxi Stand and the improvements thereto, Jackson-Street-Extension Parcel and the improvements thereto, in accordance with the standards set forth in **Exhibit G**.
- E. **Insurance.** The liability insurance that Frontage must maintain with respect to the Phase-I-Riverwalk Parcel, Downstream-Riverwalk Parcel, the Water-Taxi Stand, the Phase-II-Riverwalk Parcel, and the Jackson-Street-Extension Parcel (and the improvements thereon) must: name the City as an additional insured; require the insurer to provide City with at least 30 days prior notice of any cancellation or nonrenewal of insurance and with any material change in policy; be maintained, respectively, as long as the City and public have easement rights in and to those respective parcels; and meet the parameters for insurance set forth in the easement agreement attached hereto as **Exhibit G**.
9. **City Contribution.** Subject to satisfaction of each of the terms and conditions set forth below, City agrees to pay or do as follows:
- A. **75% of Phase-I Riverwalk.** Within 20 business days after (i) Frontage's submission to the Commissioner of Frontage's architect's "Certificate of

Substantial Completion” on AIA Form G704 for the riverwalk improvements on the Phase-I-Riverwalk Parcel, and (ii) Commissioner’s inspection and approval of completion per this Agreement, City shall pay to Frontage 75% of Frontage’s costs to construct the riverwalk improvements (but not the boat-slips) on the Phase-I-Riverwalk Parcel. City has no duty to contribute toward any dockwall expense associated with the foregoing.

- B. **75% of Downstream Riverwalk.** Within 20 business days after (i) HFM’s submission to the Commissioner of HFM’s architect’s “Certificate of Substantial Completion” on AIA Form G704 for the riverwalk improvements on the Downstream-Riverwalk Parcel, and (ii) Commissioner’s inspection and approval of completion per this Agreement, City shall pay to HFM 75% of HFM’s costs to construct the riverwalk improvements (but not the boat-slips) on the Downstream-Riverwalk Parcel. City has no duty to contribute toward any dockwall expense associated with the foregoing.
- C. **75% of Water-Taxi Stand.** Within 20 business days after (i) Frontage’s submission to the Commissioner of Frontage’s architect’s “Certificate of Substantial Completion” on AIA Form G704 for the Water-Taxi Stand improvements, and (ii) Commissioner’s inspection and approval of completion per this Agreement, City shall pay to Frontage 75% of Frontage’s costs to construct the Water-Taxi Stand improvements. City has no duty to contribute toward any dockwall expense associated with the foregoing.
- D. **75% of Phase-II Riverwalk.** Within 20 business days after (i) Frontage’s submission to the Commissioner of Frontage’s architect’s “Certificate of Substantial Completion” on AIA Form G704 for the riverwalk improvements on the Phase-II-Riverwalk Parcel, and (ii) Commissioner’s inspection and approval of completion per this Agreement, City shall pay to Frontage 75% of Frontage’s costs to construct the riverwalk improvements (but not the boat-slips) on the Phase-II-Riverwalk Parcel. City has no duty to contribute toward any dockwall expense associated with the foregoing.
- E. **100% of dockwall abutting Jackson-Street-Extension Parcel.** Within 20 business days after (i) Frontage’s submission to the Commissioner of Frontage’s architect’s “Certificate of Substantial Completion” on AIA Form G704 for the dockwall abutting the Jackson-Street-Extension Parcel, and (ii) Commissioner’s inspection and approval of completion per this Agreement, City shall pay to Frontage 100% of Frontage’s costs to construct the dockwall abutting the Jackson-Street-Extension Parcel.
- F. **75% of Jackson-Street Extension.** Within 20 business days after (i) Frontage’s submission to the Commissioner of Frontage’s architect’s “Certificate of Substantial Completion” on AIA Form G704 for the improvements on the Jackson-Street-Extension Parcel, and (ii) Commissioner’s inspection and approval of completion per this Agreement,

City Shall pay to Frontage 75% of Frontage's costs to construct the Jackson-Street-Extension improvements.

- G. **Erie Street Extension.** After MMSD has finished its contemplated work on sewer facilities in or under the City Parcel south of the current-day-southerly terminus of Erie Street and east of the Downstream Parcel such that MMSD no longer needs access to the City Parcel for that work, the City shall improve the City Parcel by extending Erie Street south toward the river and by creating a public plaza (including parking, landscaping, and dedicated right-of-way areas for pedestrian walkways and for vehicular movement); and then, the City shall levy special assessments to recoup its assessable costs in accordance with the City's customary practice.
- H. **Conditions to City Funding and Erie Street Work.** Notwithstanding anything to the contrary contained herein, no portion of City funding hereunder shall be disbursed or due and owing, and City shall have no duty with respect to any work associated with the Erie Street Extension until and unless all the following applicable conditions have been met.
- (1) **Completed Work.** All work for which reimbursement is sought must be complete and must be in strict conformance with this Agreement (including the deadlines for completion of construction) and with:
 - (a) detailed plans and specifications for that work that have been submitted to and approved by Commissioner,
 - (b) a construction budget for that work that has been submitted to and approved by Commissioner, and
 - (c) executed architect and construction contracts (including contractor and subcontractor agreements) for that work that have been submitted to and approved by Commissiioner.
 - (2) **Invoice and Cost Approval.** Frontage or HFM, as the case may be, must have submitted to Commissioner, in a form satisfactory to her (such as AIA Form G702), and received Commissioner's approval with respect to, costs paid and for which Frontage or HFM seeks City contribution (including backup documents such as invoices, contracts, and receipts).
 - (3) **Insurance.** Commissioner must have received a certificate of insurance covering the respective improvements and parcels for which reimbursement is being sought, evidencing that the insurance requirements herein for that particular parcel have been met;
 - (4) **Riverwalk Easement (Phase II).** In the case of reimbursement sought from the City for the riverwalk improvements to the Phase-II-

Riverwalk Parcel, the Commissioner must have received a fully-executed, Commissioner-approved duplicate of the Phase-II-Riverwalk-Easement Agreement.

10. **EBE Requirements.** Frontage and HFM agree to use its best efforts to comply with the "Human Resource Requirements" in the Term Sheet. Each shall execute an EBE agreement with the City Emerging Business Enterprise Program (EBEP) if required by the EBEP office (see 18% EBE requirement as established by the City in accordance with Chapter 360, Milwaukee Code of Ordinances). Each shall also obtain a copy of the "EBE Certification Directory" from the Joint Certification Program. After completion of each of the riverwalk improvements on the Phase-I-Riverwalk Parcel and the Downstream-Riverwalk Parcel, the Water-Taxi Stand improvements, the riverwalk improvements on the Phase-II-Riverwalk Parcel, the improvements on the Jackson-Street-Extension Parcel, and the dockwall at the end of the Jackson-Street-Extension Parcel, each shall report on their respective use of EBE's in terms of the total number of EBE contractors used and the dollar volume of such contracts. In addition, for each of the riverwalk improvements to the Phase-I-Riverwalk Parcel and Downstream-Riverwalk Parcel, the Water-Taxi Stand improvements, the riverwalk improvements to the Phase-II-Riverwalk Parcel, the improvements to the Jackson-Street-Extension Parcel, and the dockwall abutting the Jackson-Street-Extension Parcel, Frontage and HFM agree to use best efforts to use unemployed residents of the CDGB Area for 21% of the respective total project hours deemed eligible per RPP guidelines.

11. **Nondiscrimination; ADA.** Frontage and HFM agree:

A. To not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, or use or occupancy of any of the Phase-I Parcel, Phase-II Parcel, Jackson-Street-Extension Parcel, Riverwalk Parcel, Water-Taxi Stand, or Downstream Parcel, or any improvements located or to be erected thereon, or any part thereof. Frontage and HFM also agree to not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Frontage and HFM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Frontage and HFM agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City or the Wisconsin Department of Workforce Development setting forth the provisions of this nondiscrimination clause. Frontage and HFM will include the provisions of this Paragraph in every construction contract for the riverwalk improvements to the Riverwalk Parcel, the improvements to the Jackson-Street-Extension Parcel, the Water-Taxi Stand, and the Downstream Parcel, and will require the

inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

- B. To comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq., as same may be applicable to the Project.

12. **Successors and Assigns.** The parties' respective duties and obligations hereunder shall be binding on their respective successors, assigns, grantees, and transferees (including, but not limited to, successor owners – whether or not the transfer or conveyance to the successor owner **(i)** has been approved by the Commissioner, or **(ii)** satisfies the restrictions on transfer set forth below).

Notwithstanding the foregoing, however, prior to the sooner of: **(i)** the date of completion of all the Phase-I Work, Phase-II Work, and Phase-III Work, or **(ii)** December 31, 2011, neither Frontage nor HFM may assign any of its or their interest or obligations hereunder, or convey, transfer, assign, hypothecate, or encumber (or suffer any encumbrance or lien to be made on or to attach to) any of their respectively owned parcels shown on the Map, or contract or agree to do any of the same, without the prior written consent of the Commissioner, except that, without otherwise modifying, amending, or limiting any other provision in this Agreement (or in the easements to be granted to City hereunder):

- A. Frontage shall convey to HFM the Downstream Parcel, the Riverwalk Parcel, and the Dolphins as required by this Agreement.
- B. Frontage may convey individual condominium units to individual purchasers and otherwise take appropriate actions to create the condominium associated with this Project in accordance with Wisconsin Law and the Condominium Documents.
- C. condo-unit buyers may mortgage their respective condo-unit interest or sell the same.
- D. Frontage may assign its maintenance, repair, and insurance duties (but not its construction duties) hereunder (and under the easements to be granted to City hereunder) with respect to the Jackson-Street-Extension Parcel, the Water-Taxi Stand, and the riverwalk improvements to the Phase-I-Riverwalk Parcel, Downstream-Riverwalk Parcel, and Phase-II-Riverwalk Parcel to the condominium association under the Condominium Documents following Commissioner-approved completion of all of Frontage's Phase-I Work required hereunder. In such case, Frontage shall provide City with a copy of the written instrument pursuant to which such assignment was made.
- E. Frontage may assign its maintenance, repair, and insurance duties hereunder (and under the easements to be granted to City hereunder) with respect to the Downstream-Riverwalk Parcel to HFM, or to any

successor or assign or transferee of HFM that has been approved by Commissioner. In such case, Frontage shall provide City with a copy of the written instrument pursuant to which such assignment was made.

- F. Frontage or HFM may convey, in fee or by lease, their respective interest in the Phase-II Parcel, Phase-II-Riverwalk Parcel, Downstream Parcel, or Downstream-Riverwalk Parcel without Commissioner approval – providing, however, (i) that any successor owner or tenant takes subject to this Agreement and to City’s rights hereunder (and under any easement granted to City hereunder), (ii) that any successor owner or tenant will have the same duties under this Agreement (and under any easement granted to City hereunder) as Frontage and HFM have, and (iii) written notice of the conveyance or lease, together with complete copies of, as applicable, the deed, transfer return, purchase and sale agreement, and lease (as well as any amendments or exhibits thereto), must be promptly provided to the Commissioner.
 - G. Frontage and HFM may mortgage their respective ownership interests to lenders who and upon terms that have been approved by the Commissioner under Commissioner-approved financing commitments.
 - H. Frontage and HFM may grant easement interests in and to their respective parcels as part of their improvement activities contemplated or required hereunder – understanding, however, that any such easement shall be subject to, and shall not interfere with, obstruct, or limit, in any way, any of City’s (or the public’s) rights under this Agreement or under any easement to the City called for herein. Frontage and HFM shall promptly provide to the Commissioner copies of any such easement that they (or any of them) grant.
 - I. Frontage and HFM may allow liens (including construction liens and materialmen’s liens) to attach to its or their real estate – but unless all the provisions of this paragraph 12 have been satisfied, not to any of the Jackson-Street Extension Parcel, the Riverwalk Parcel, the Downstream Parcel, or the Alternate-Phase-II-Riverwalk Parcel.
13. **Mortgagees Not Obligated to Construct.** Notwithstanding anything to the contrary herein, the holder of any mortgage authorized by this Agreement (including any holder who obtains title or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to any such mortgaged lands or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction contemplated hereunder or to guarantee such construction.

14. **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.

A. If to the City:

Commissioner of City Development
809 North Broadway
Milwaukee, Wisconsin 53202

Phone: 414-286-5800
Facsimile: 414-286-5467
Email: jpenma@mkedcd.org

Any notice sent to the City shall be simultaneously sent and sent by the same manner to each of:

Mike Wisniewski
Department of City Development
809 North Broadway
Milwaukee, WI 53202

Phone: 414-286-5852
Facsimile: 414-286-5467
Email: mwisni@mkedcd.org

And to:

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

Phone: 414-286-2620
Facsimile: 414-286-8550
Email: ghagop@milwaukee.gov

B. If to Frontage or HFM:

Peter S. Renner
Renner Architects, LLC
626 N. Water Street
Milwaukee, Wisconsin 53202

Phone: 414-273-6637
Facsimile: 414-273-6638
Email: rallc@execpc.com

Any notice sent to Frontage of HFM shall be simultaneously sent and sent by the same manner to:

Thomas P. DeMuth
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202-3590
Phone: 414-287-9224
Facsimile: 414-273-5198
Email: tdemuth@gklaw.com

15. **Delay in Performance; Force Majeure.** Neither the City nor Frontage nor HFM shall be considered in breach or default of its respective obligations with respect to the project 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 respective 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 (10) days after the beginning of the forced delay.

16. **Remedies**

A. General.

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.

B. Specific With Respect to Riverwalk, Water-Taxi Stand, and Jackson Street Improvements.

In the event that Frontage or HFM is in breach with respect to its respective duties to commence, construct or complete the Water-Taxi Stand improvements or the riverwalk improvements on the Phase-I-Riverwalk Parcel or the Phase-II Riverwalk Parcel or the Downstream-Riverwalk Parcel, or the improvements to the Jackson-Street-Extension Parcel, and Frontage or HFM (as the case may be) fails to cure within the applicable times allowed under this Agreement, City, if it desires and so elects in its discretion, may – in addition to any other remedy it may have hereunder – undertake and complete (as the case may be and as City elects) the respective riverwalk improvements, the Water-Taxi Stand improvements, and the Jackson-Street-Extension-Parcel improvements, in which case the City may place 25% of its costs associated therewith as either (i) a special assessment against the Phase-I Parcel, Phase-II Parcel, and Downstream Parcel (or the properties of which those parcels may be a part), or (ii) a special charge against the Riverwalk Parcel, the Water-Taxi Stand, and the Jackson-Street-Extension Parcel under Wis. Stat. §66.0627 (or the properties of which those parcels and the Water-Taxi Stand may be a part), concerning which, in either case HFM and Frontage waive notice and any right to a hearing on such assessments or charges, and the right to protest the levying of such assessments or charges. And City shall also have the right to retain the Performance Deposit and to not make to Frontage or HFM any City-contribution or undertake any City improvements otherwise contemplated by this Agreement.

C. Performance Deposit.

In the event of Frontage or HFM breach or default hereunder, notwithstanding anything to the contrary contained herein, City may use all or any portion of the Performance Deposit paid to it hereunder – not as liquidated damages or as any limitation on or restriction of City's rights – but to offset loss, damage, or expense City may sustain (including extra City employee time occasioned) as a result of the default or uncurred breach, respectively, by Frontage or HFM hereunder.

17. **Conflict of Interest: the City's Representatives Not Individually Liable.** No member, official or employee of the City shall 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. No member, official or employee of the City shall be personally liable to Frontage or HFM or any successor in interest to such entity or entities in the event of any default or breach by the City or for any amount that may become due to either Frontage or HFM (or to any successor of its or theirs) or on any obligations under the terms of this Agreement. No Common Council member, officer or employee of City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

18. **Provisions Not Merged With Deed.** No provision of this Agreement is intended to or shall be merged by reason of any deed of conveyance from the City to Frontage or HFM hereunder, or by reason of any grant of easement contemplated hereunder, or by any possible reversioning of title in City as contemplated above, and any such deed, easement, or reversioning shall not be deemed to affect or impair the provisions and covenants of this Agreement.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.
20. **Audit Rights.**
 - A. Frontage and HFM shall keep accurate, full and complete books and accounts with respect to the cost of any work or improvements for which City contribution will be sought hereunder, and shall include a provision in all of their contracts requiring their respective architects, contractors and their subcontractors to do the same and to make the same available to the City Comptroller for audit as per subparagraph B below. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of six years subsequent to the completion of the respective improvements by Frontage and HFM.
 - B. The City Comptroller shall have the right, upon reasonable notice to Frontage and HFM, its contractors or subcontractors as the case may be, to examine, during normal business hours, the books and accounts of Frontage and HFM, its architects, contractors or subcontractors as the same pertain to any work or expense toward which City contributed or has an obligation to contribute hereunder.
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. **Public Records.** This Agreement and certain documents relating thereto 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). Frontage and HFM agree to cooperate with City in the event 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.
23. **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 any subsequent breach or default by that party.
24. **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.
25. **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.
26. **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.
27. **Recording Agreement and Release of Agreement.** This Agreement shall be recorded in the Milwaukee County Register of Deeds Office to give notice of the same.

Upon either: (a) Commissioner approval of the completion of all the Phase-I Work, Phase-II Work, and Phase-III Work, or (b) Commissioner approval of the completion of the Phase-I Work and the Phase-II Work, and the recording of the View Easement, or (c) Commissioner approval of the completion of the Phase-I Work, the recording of the Alternate-Phase-II-Riverwalk Easement, and either the recording of the View Easement, or the recording of the Certificate, then Frontage and HFM may request that the Commissioner execute a recordable instrument, to be prepared by the City and approved by the Commissioner, evidencing that this Agreement may be "released" "of record" against the Parcels against which it was recorded – providing, however, that such recording and "release" shall not in any way terminate, modify, or amend this Agreement or the contractual obligations of

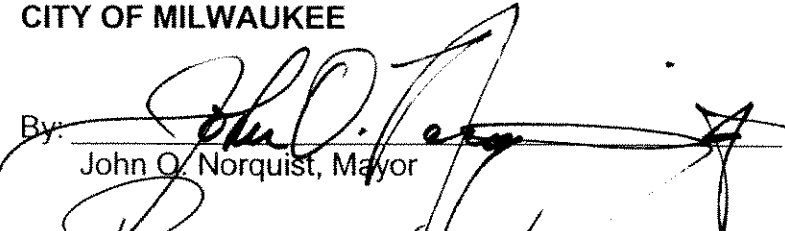
the parties (or their successors or assigns) or release the parties (or their successor or assigns) from their contractual obligations hereunder.


28. **Not Construed Against Drafter.** In any dispute or construction involving this Agreement or any easement attached hereto, the principle that ambiguity gets construed against the drafter shall not apply.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

CITY OF MILWAUKEE

By: 
John O. Norquist, Mayor

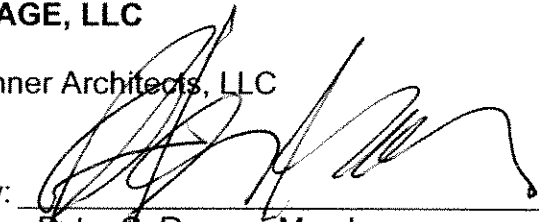
By: 
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:


SPECIAL DEPUTY
W. Martin Morics, City Comptroller *ch*

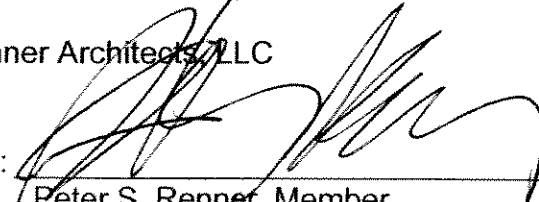
FRONTAGE, LLC

By: Renner Architects, LLC

By: 
Peter S. Renner, Member

THE HARBOR FRONT MARINA, LLC

By: Renner Architects, LLC

By: 
Peter S. Renner, Member

Approved this
30 day of December, 2003.

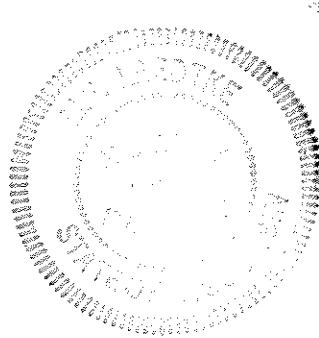

Gregg C. Hageopian, Assistant City Attorney

1050-2003-3014
75914

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 19th day of December, 2003, John O. Norquist, Mayor of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

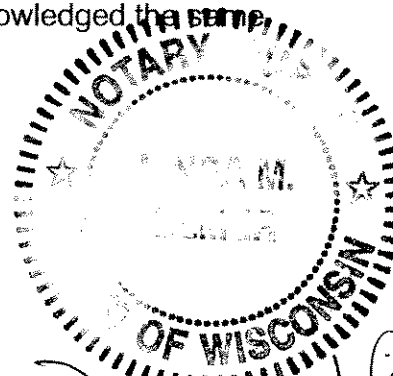
M.G. Luedtke
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 1-2-2005



STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 30th day of December, 2003, Ronald D. Leonhardt, City Clerk, of the above-named City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

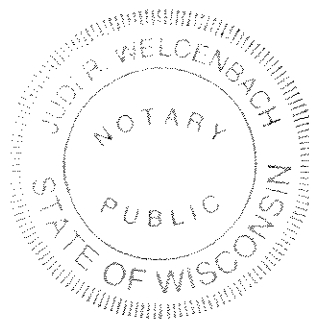
Jack M. Leonhardt
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 5/21/06



STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 30th day of Dec, 2003, W. Martin Morics, City Comptroller, of the above-named City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Judi R. Welcembach
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 10-14-07

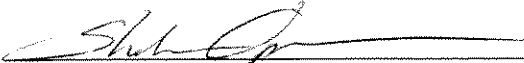


SPECIAL DEPUTY

Michael Duan

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 12 day of DECEMBER, 2003, of the above-named Peter S. Renner, Member, of the above-named Renner Architects, LLC, as authorized agent for and authorized signatory of each of Frontage, LLC and The Harbor Front Marina, LLC, who by the authority of all those LLC's and on their behalf executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 8/15/04

EXHIBIT B TO DEVELOPMENT AGREEMENT – LEGAL DESCRIPTIONS

PHASE I PARCEL (PART OF PIN #392-2179-100-6, #392-2197-000-8, AND #392-2195-100-X)

PART OF LOT 16 AND LOT 15 IN BLOCK 167 AND PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TOGETHER WITH PART OF VACATED JACKSON STREET BETWEEN SAID BLOCKS 167 AND 173 AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 457.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST ALONG SAID SOUTHWESTERLY LINE 446.59 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 92.20 FEET TO A POINT; THENCE NORTH 33° 18' 29" WEST 55.24 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 391.38 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 97.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,193 SQUARE FEET OR 0.9686 ACRES.

PHASE I RIVERWALK PARCEL (PART OF PIN #392-2179-100-6, #392-2197-000-8, AND #392-2195-100-X) is comprised of the following:

1) THE LAND BETWEEN THE PHASE I PARCEL AND THE RIVER

PART OF LOT 16 AND PART OF LOT 15 IN BLOCK 167 AND PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TOGETHER WITH PART OF VACATED JACKSON STREET BETWEEN SAID BLOCKS 167 AND 173 AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET (INCLUDING THE LAND BETWEEN SAID LOTS AS PLATTED AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER), BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 457.00 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 97.41 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 34° 04' 57" EAST 391.38 FEET TO A POINT; THENCE SOUTH 33° 18' 29" EAST 55.24 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE

EX B-1

55.18 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 391.45 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,466 SQUARE FEET OR 0.1025 ACRES.

2) THE LAND BETWEEN THE DOWNSTREAM PARCEL AND THE RIVER

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO A POINT; THENCE CONTINUING SOUTH 56° 40' 58" WEST 92.20 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 33° 18' 29" EAST 140.09 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 10.82 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE 144.22 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,421 SQUARE FEET OR 0.0326 ACRES.

JACKSON STREET EXTENSION PARCEL (PART OF PIN #392-2179-100-6)

PART OF LOT 13, 14 AND 15 IN BLOCK 167 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 397.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST ALONG SAID SOUTHWESTERLY LINE 60.00 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 60.01 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 98.22 FEET TO THE POINT OF BEGINNING. CONTAINING 5,869 SQUARE FEET.

PHASE II PARCEL (PART OF PIN #392-2179-100-6)

PART OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, AND LOT 13 IN BLOCK 167 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 397.00

FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 98.22 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 397.49 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 4; THENCE NORTH 56° 56' 08" EAST ALONG THE NORTHWESTERLY LINE 103.53 FEET TO THE POINT OF BEGINNING. CONTAINING 40,068 SQUARE FEET OR 0.9198 ACRES.

PHASE II RIVERWALK PARCEL (PART OF PIN #392-2179-100-6)

PART OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, AND PART OF LOT 13 IN BLOCK 167 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (INCLUDING THE LAND BETWEEN SAID LOTS AS PLATTED AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER), BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTH 56° 56' 08" WEST 103.53 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 34° 04' 57" EAST 397.49 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 10.00 FEET TO AN ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 34° 04' 57" WEST ALONG THE ESTABLISHED DOCK LINE 397.54 FEET TO THE INTERSECTION OF SAID DOCK LINE AND THE PLATTED NORTHWESTERLY LINE OF SAID LOT 4 EXTENDED SOUTHWESTERLY; THENCE NORTH 56° 56' 08" EAST ALONG THE NORTHWESTERLY LINE AND ITS SOUTHWESTERLY EXTENSION 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,975 SQUARE FEET OR 0.0913 ACRES.

DOWNSTREAM PARCEL (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167;; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST 102.08 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 99.74 FEET TO A POINT; THENCE NORTH 33° 18' 29" WEST 140.09 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 92.20 FEET TO THE POINT OF BEGINNING. CONTAINING 11,165 SQUARE FEET OR 0.2563 ACRES.

DOWNSTREAM RIVERWALK PARCEL (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO A POINT; THENCE CONTINUING SOUTH 56° 40' 58" WEST 92.20 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 33° 18' 29" EAST 140.09 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 10.82 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE 144.22 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,421 SQUARE FEET OR 0.0326 ACRES.

CITY PARCEL (PART OF PIN #392-2197-000-8, #392-2195-100-X, 392-2197-000 AND 392-2198-000)

LOT 7 IN BLOCK 173 AND PARTS OF LOTS 1 THRU 5 IN BLOCK 174 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 845.49 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF LOT 7 OF BLOCK 173, THENCE NORTH 56° 40' 58" EAST 80.00 FEET TO A POINT ON THE NORTH LINE OF EAST ERIE STREET EXTENDED; THENCE SOUTH 33° 19' 02" EAST ALONG SAID NORTH LINE AND ITS EXTENSION 361.52 FEET TO A POINT ALONG AN ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE SOUTH 85° 48' 29" WEST ALONG SAID DOCK LINE 178.17 FEET TO A POINT; THENCE NORTH 67° 20' 57" WEST ALONG SAID DOCK LINE 47.50 FEET TO A POINT; THENCE NORTH 33° 18' 29" WEST ALONG SAID DOCK LINE 33.12 FEET TO A POINT; THENCE NORTH 34° 16' 47" EAST 110.56 FEET TO A POINT ON THE SOUTH LINE OF EAST ERIE STREET EXTENDED; THENCE NORTH 33° 19' 02" WEST ALONG SAID SOUTH LINE AND ITS EXTENSION 160.18 FEET TO THE POINT OF BEGINNING.

PHASE I ASSEMBLY PARCEL (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

PART OF LOT 7 IN BLOCK 173 AND PART OF VACATED EAST ERIE STREET IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE SOUTH 33°19'02" EAST ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF EAST ERIE STREET 58.10 FEET TO A POINT; THENCE SOUTH 56°40'58" WEST 92.20 FEET TO A POINT; THENCE NORTH 33°18'29" WEST 55.24 FEET TO A POINT; THENCE NORTH 34°04'57" WEST 4.17 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 7; THENCE NORTH 57°30'05" EAST ALONG SAID NORTHWESTERLY LINE 92.25 FEET TO THE POINT OF BEGINNING.
CONTAINING 5417 SQUARE FEET OR 0.1244 ACRES.

WATER TAX STAND

THE WATER TAXI STAND WILL OCCUPY THE AREA BETWEEN THE DOCK WALL AND 30-FEET RIVERWARD FROM THE DOCK WALL THE WIDTH OF THE JACKSON STREET EXTENSION RIVERWALK LANDS.

MOORING DOLPHINS

THE MOORING DOLPHINS ARE LOCATED IN THE RIVER ADJACENT TO THE RIVERWALK PARCEL AND ARE IDENTIFIED ON THE MAP WITH DIMENSIONS ON EXHIBIT A.

NOTES

THE RIVERWALK PARCEL EQUALS THE PHASE I RIVERWALK PARCEL PLUS THE PHASE II RIVERWALK PARCEL PLUS THE DOWNSTREAM RIVERWALK PARCEL.

FOR LEGAL DESCRIPTION OF AREA OF ALTERNATE PHASE II RIVERWALK PARCEL, SEE EXHIBIT D.

TERM SHEET

Harbor Front

Developer: Renner Architects, LLC, as Agents for Frontage, LLC

Purchase Price: The parcel at 642 East Erie Street, Tax Key Nos. 392-2197-000 and part of 392-2198-100 is herein called the "Erie Street Dock" and it is shown on the Map attached to the Common Council File regarding this Term Sheet (the "Map").

As shown by the Map, Parcel A is part of the Erie Street Dock Parcel, and Parcel A would be conveyed to the Developer.

Monetary consideration for sale of Parcel A:

Approximately \$153,630.40 - based on an 11,165 s.f. portion of Parcel A that is called the Downstream Parcel on the August 21, 2003 drawing by National Survey & Engineering - at \$13.76 per s.f..

Non-monetary consideration for sale of Parcel A:

Addition to City tax base (Project is estimated to add \$60 million to the City tax base). Redevelopment of underutilized property. Obtaining Developer's committing to undertake the Project (including construction of the Riverwalk, and Developer granting to the City perpetual public easements over the Riverwalk to be developed). Expected increase in commercial and economic activity as a result of the Project.

Project Description: Harbor Front, LLC has proposed to construct a mixed use condominium and commercial development on Parcel A and the site of the former Hansen Storage Company warehouse at 541 East Erie Street. The Project will include the construction of approximately 160-unit condominium development in two phases with underground parking and an approx. 1050 foot Riverwalk and approx. 13,000 s.f. commercial development. The Riverwalk is estimated to cost approx. \$1.7 million. The condominium residential units will range in size from 940 square feet to 2800 square feet all with a balcony or patio. The units will initially be priced at between \$200,000 and \$650,000.00. Construction will begin in November, 2003 and be completed in 2007.

EX C-1

**Property
Description:**

The Erie Street Dock is approximately 1.1 acres of land at the end of East Erie Street at the Milwaukee River. The land is a former City incinerator site that is now under the jurisdiction of the Board of Harbor Commissioners. The BHC is declaring it surplus to Port needs so that it can be used to perfect the redevelopment of the former Hansen Storage property, connect the riverwalk to the lakewalk, and formalize the end of Erie Street into a plaza at the Milwaukee River. The address is 642 East Erie Street. The tax key nos. are 392-2197-000 and 392-2198-100 (part).

Street Dedication: East Erie Street will be extended from its current terminus to the Milwaukee River to create a plaza (see Parcel B on Map). North Jackson Street will be extended from East Erie Street to the Milwaukee River. The North Jackson Street stub-end will remain in the ownership of Renner Architects and exist as a permanent highway easement to be maintained by the condominium association to be created for this development.

Survey: Developer to provide at developer's expense.

Environmental: Limited Phase I Environmental Site Assessment dated May 26, 1999 prepared by City Health Department was provided to the developer. Environmental cleanup cost, if any, to be borne by the developer.

Land Proceeds: Proceeds from the sale of Parcel A net disposition costs incurred by DCD will be credited to the Port of Milwaukee.

**Public
Improvements:** Subject to future City action and future City approvals that are necessary, and subject to City funding being available for this Project, (a) the City will construct the extension of East Erie Street to the Milwaukee River and the plaza at the Erie Street terminus, and then specially assess for assessable costs in accordance with the City's customary practice, (b) the City will bear the cost for any necessary sheet piles across the North Jackson Street frontage as determined by the Department of Public Works, and (c) the City will pay for its respective portions of the Riverwalk (City's portion is 75% for Riverwalk and 75% of "bump-out" at the terminus of Jackson Street, and 100% of dockwall expense at terminus of Jackson Street).

C-2

City Agreements: - City will prepare a development agreement that will include terms related to riverwalk construction, street dedications, public improvements, public easements, and land sale regarding Parcel A. The agreement will include standard City terms and conditions including, but not limited to, plan and budget approval, proof of financing and final construction schedule in a form satisfactory to the Commissioner. It will also include a six month Option to Purchase that will require a nonrefundable Good Faith Deposit (\$5,000.00) upon execution. During the six month option period performance standards will be required to be met with a "Time is of the Essence" standard triggering default and termination. Should developer exercise the Option within the six month period, the Good Faith Deposit will be credited at closing. The performance standards will include: provision of a financing commitment in a form satisfactory to City. City's duties under the development agreement will be subject to the future funding and future City approvals referred to above.

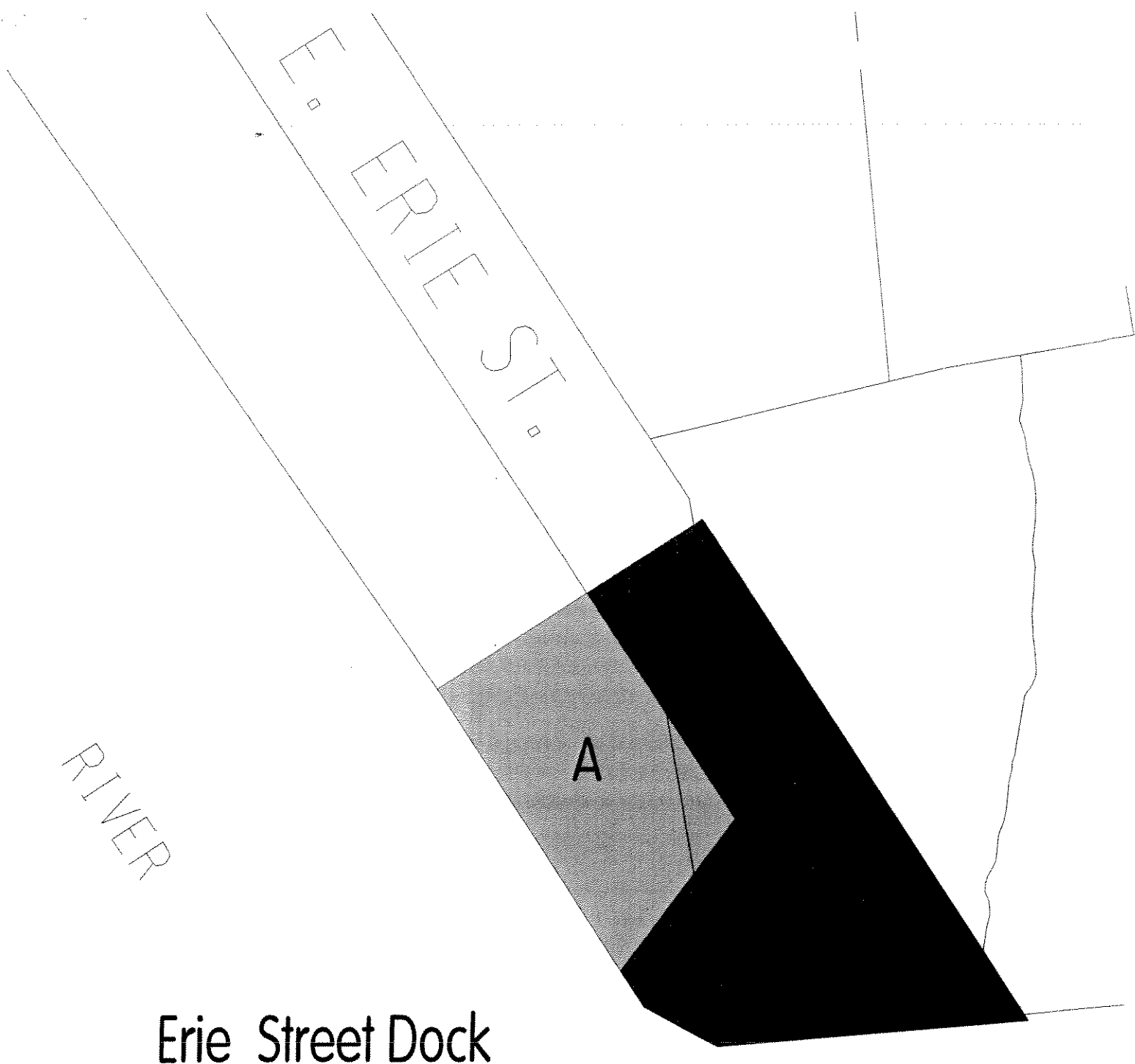
Human Resource Requirements:

In fulfilling its obligations under the riverwalk portion of the development agreement, the Developer will enter into an EBE Agreement. In addition, the Developer shall agree to use its best efforts to utilize unemployed residents of the CDBG Area for 21% of the total Harbor Front Riverwalk project hours deemed eligible pursuant to RPP guidelines.

Tentative Schedule: Common Council approval
Exercise Option
Close on Land Sale
Start Construction
Complete Construction

mjw:9/22/03
doc no 72921

C-3



RIVER

ERIE ST.

A

Erie Street Dock

A River Development Parcel
18,597.3155 Sq Ft

B To Be Dedicated as R.O.W.
36,963.5295 Sq Ft

HARBOR ENTRANCE

C-4

DESIGNED BY THE DIVISION OF CITY DEVELOPMENT INFORMATION CENTER
 DATE: 11/14/2018 10:39 AM
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 SCALE: 1" = 100' (OR APPROXIMATE)
 SHEET NO. [illegible] OF [illegible]

**EXHIBIT D TO DEVELOPMENT AGREEMENT – LEGAL DESCRIPTION OF
ALTERNATE PHASE TWO EASEMENT AREA**

A VOLUME OF SPACE LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 3 IN BLOCK 167 OF SURVEY AND SUBDIVISION OF LOTS 1 AND 2; THENCE SOUTH $56^{\circ}56'08''$ WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 AND ITS SOUTHWESTERLY EXTENSION 115.53 FEET TO THE POINT OF BEGINNING OF THE SPACE TO BE DESCRIBED; THENCE SOUTH $34^{\circ}04'57''$ EAST 397.54 FEET TO A POINT; THENCE SOUTH $56^{\circ}40'58''$ WEST 12.00 FEET TO A POINT; THENCE NORTH $34^{\circ}04'57''$ WEST 397.60 FEET TO A POINT; THENCE NORTH $56^{\circ}56'08''$ EAST 12.00 FEET TO THE POINT OF BEGINNING.

SAID SPACE BEING BETWEEN ELEVATIONS 3.0 FEET AND 13.0 FEET.

SAID SPACE CONTAINS 47,708.5 CUBIC FEET.

EX D

VIEW EASEMENT
AND RESTRICTIVE
COVENANT

Document Number

Document Title

EXHIBIT E

VIEW EASEMENT AND RESTRICTIVE COVENANT

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

Parcel Identification Number (PIN)

EX E-1

VIEW EASEMENT AND RESTRICTIVE COVENANT

This Agreement is made as of this ____ day of _____, 200__, by and between The Harbor Front Marina, LLC ("HFM"), as grantor, and the City of Milwaukee ("City"), as grantee.

RECITALS

- A. HFM owns that certain parcel in Milwaukee, Wisconsin herein called the Downstream Parcel which is shown on the Map attached hereto as **Exhibit A** (the "Map"), and which is more particularly described on **Exhibit B** attached hereto.
- B. Pursuant to the terms of the "Harbor Front Riverwalk and Development Agreement" ("Development Agreement"), dated _____, 2003, by and among Frontage, LLC ("Frontage"), HFM, and City, HFM – subject to certain contingencies - was obligated to construct by December 31, 2007, an approximately 7,400 square-foot, one-story building on the Downstream Parcel (which building, together with its related parking and landscaping is herein called the "Commercial Building"), failing which (or in the event of HFM's inability to satisfy its contingencies), City could require HFM to enter into and record against title to the Downstream Parcel this Agreement.
- C. Per City's rights under the Development Agreement, City has elected to require HFM to enter into this Agreement

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, HFM and City hereby agree to the following:

1. **Restrictive Covenant.** HFM, for itself, its successors, transferees, and assigns, and anyone claiming by, through, or under HFM, hereby agrees to forever limit and restrict the Downstream Parcel so that no building may be built thereon, and so that the improvement of that parcel shall be limited to improving it per designs and plans first approved by the Commissioner of the City's Department of City Development (he or she is herein called the "Commissioner") – it being the general intent hereof: (a) that any improvement shall be limited to open, landscaped space, with pedestrian walkways, plaza areas, and associated parking open to the public, and (b) to preserve and maximize views of the river and surrounding environment.
2. **Grant of Easement.** HFM hereby grants and conveys to the City a permanent, perpetual, easement in, over and across the Downstream Parcel, that shall run with the land, for pedestrian access and use, for the benefit of the public, and for associated vehicular parking, for the benefit of the public. .

3. **Commissioner Approval.** Any landscaping or improvement of the Downstream Parcel (including design and layout of pedestrian walkways, plaza areas, and vehicular parking) must be pursuant to detailed plans and specifications therefore that have first been reviewed and approved by the Commissioner. The Commissioner's review and approval shall not be unreasonably conditioned, withheld, or delayed, and shall take into consideration overall compatibility of the proposed improvements with the intent of this Agreement, and with the surrounding developments, and the Riverwalk System. In addition, any landscaping or improvement is subject to any other governmental or business-improvement district approvals that may be necessary, and federal, state, and local law.
4. **Required Improvement.** The Commissioner may require HFM to, **on or before June 30, 2009**, landscape and improve the Downstream Parcel in a manner consistent with this Agreement; and, in such event, HFM shall so landscape and improve at its expense, in accordance with all laws, and in accordance with plans and specifications therefore that have been approved by the Commissioner.
5. **Insurance.** Throughout the term of this Agreement, HFM shall maintain (a) comprehensive liability insurance, naming the City and its officers, agents and employees (and City's successors and assigns), 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 improvements on (or to be built on) the Downstream Parcel, sufficient to avoid all co-insurance provisions of the subject insurance policy. HFM 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 the City, 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.

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

6. **Maintenance and Repair.** HFM shall be responsible to maintain the Downstream Parcel and the improvements thereto in accordance with the maintenance standards set forth on **Exhibit C** attached hereto and shall undertake all necessary capital (and other) repairs and replacements when and as necessary. If HFM fails to maintain the parcel or improvements in the condition required by this Agreement, City may provide HFM with a written notice setting forth the maintenance or repair

work that City reasonably determines has not been done. If HFM 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 HFM's reasonable control, then City may perform such work and the City shall be reimbursed for all reasonable costs incurred in performing such work. Should HFM fail to reimburse the City for such work, HFM expressly agrees that the City shall have the right to place City's costs in conjunction therewith as a lien and, in City's discretion, as either (i) a special charge against the Downstream Parcel and improvements under Wis. Stat. §66.0627 (or any successor statute thereto) (or against any property of which that parcel is a part), or (ii) a special assessment against the Downstream Parcel (or against any property of which that parcel is a part). Should the City proceed with such special charges or special assessments, HFM hereby waives notice and hearing with respect to such special charges and special assessments, and the right to contest the levying of such special charges or special assessments. In exercising its right to maintain, repair and/or replace the Downstream Parcel or improvements, City shall, to the extent both possible and practical, perform all necessary work from within the Downstream Parcel itself and shall use reasonable efforts to not unreasonably disrupt or interfere with HFM's use of the parcel. To the extent City is not reasonably able to perform maintenance, repair, or replacement work from within the parcel itself, however, HFM hereby allows City the right, at no charge to City, to enter upon any adjoining land of HFM (or riparian rights of HFM) so as to perform that work. City shall notify HFM in advance of City's needs to enter upon the Downstream Parcel (or under any of HFM's adjoining lands or riparian rights), specifying the scope and duration of such entry.

7. **Public Use; Periodic Closing.** HFM shall, at all times, make the Downstream Parcel and improvements thereat 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. HFM 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 Downstream Parcel and improvements thereto in order to prevent the acquisition of any adverse or prescriptive rights.
8. **Rules and Regulations.** City shall have the right to formulate reasonable rules and regulations regarding the use of the Downstream Parcel and improvements thereto by the public. Such rules and regulations shall be generally uniform and consistent with those applicable to riverwalks throughout the Riverwalk System and to other public pedestrian and parking areas in the City, and shall be effective upon delivery of a copy of same to HFM. HFM shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations. HFM shall have the right to promulgate and enforce its own respective rules and regulations governing the use of the Downstream Parcel and improvements thereto by the public; provided, however, HFM's rules and regulations shall not be inconsistent nor conflict with this Agreement, the Maintenance Standards attached hereto, or any rules and regulations promulgated by City. In the event of any such conflict, the terms hereof, and of the rules and regulations promulgated by City shall control.

9. **Entering for Decorations.** City shall have the right from time to time, and upon at least 72 hours prior written notice to HFM, to enter upon the Downstream Parcel and improvements thereto to install and/or remove seasonal, thematic and/or holiday decorations, banners, plantings and similar items ("Decorations"). Such installations and removals shall not unreasonably interfere with the lawful use of the Downstream Parcel and improvements thereto by HFM and shall be at City's sole expense.
10. **Utilities.** HFM shall pay for all electricity, water and other utilities used for watering of flowers and other plant and landscaping materials on the Downstream Parcel and improvements thereto and for lighting and cleaning of that parcel and the improvements thereto (including as such may be necessary for Decorations and as such may be used for maintenance and repairs).
11. **Alterations.** HFM shall not make any structural alterations or modifications to the Downstream Parcel or improvements thereto or make any changes to the improvements as originally installed (including, but not limited to, any changes to the color-scheme of the Improvements) without the prior written consent of City. Further, HFM shall not install any decorative elements or attach any fixtures to or upon the improvements or Downstream Parcel without the prior written consent of Commissioner. Any request by HFM for installation of decorative elements or attachment of fixtures must be in writing, and the 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 improvements at the Downstream Parcel or to that parcel, without the prior written approval of HFM.
12. **Assignments.** Except as otherwise expressly allowed in the Development Agreement, HFM may not assign, convey, or transfer any interest or duty under this Agreement, or any interest in and to the Downstream Parcel or the improvements thereto without the Commissioner's prior written approval. City may, if it elects, assign all or part of its rights and interest hereunder to the business improvement district (or board thereof) in which the Downstream Parcel is located without HFM's prior approval, but, City shall notify HFM, and provide HFM with a copy of any such assignment.
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 HFM:

c/o Peter Renner
Renner Architects, LLC
626 N. Water Street
Milwaukee, WI 53202

With a copy to:

Tom DeMuth
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

To City:

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

With a copy to:

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

14. **Runs with the Land.** This Agreement is a permanent easement and restrictive covenant that shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, transferees, and assigns.
15. **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 nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.
16. **Amendments.** This Agreement may be amended only by a written instrument, mutually agreed to, and duly executed, by the City and by the owner of the Downstream Parcel.

In Witness Whereof, the parties hereto have hereunto set their hands and seals on this ____ day of _____, 200__.

HFM: THE HARBOR FRONT MARINA, LLC
By: Renner Architects, LLC

By: _____
Peter S. Renner, Member

CITY: CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

CITY ATTORNEY'S OFFICE

Approved this ____ day of _____, 200__.

By: _____
Assistant City Attorney

Name Printed: _____

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 200__ by The Harbor Front Marina, LLC, by its member, Renner Architects, LLC, by its member, Peter S. Renner, to me personally known, and representing requisite authority to so sign.

Notary Public, State of Wisconsin
My commission: _____

E-7

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 200__ by
_____, the Mayor of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 200__ by
_____, the City Clerk of the City of Milwaukee.

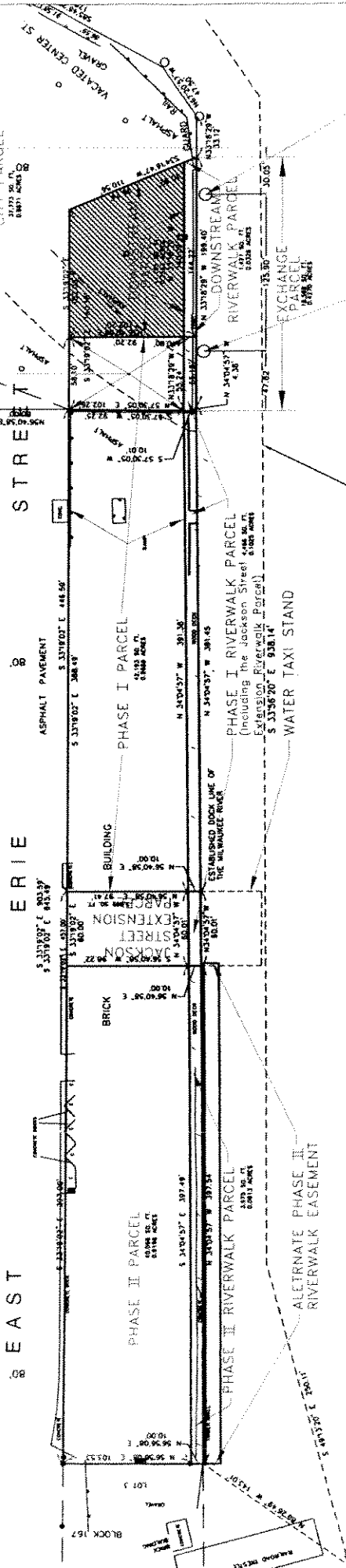
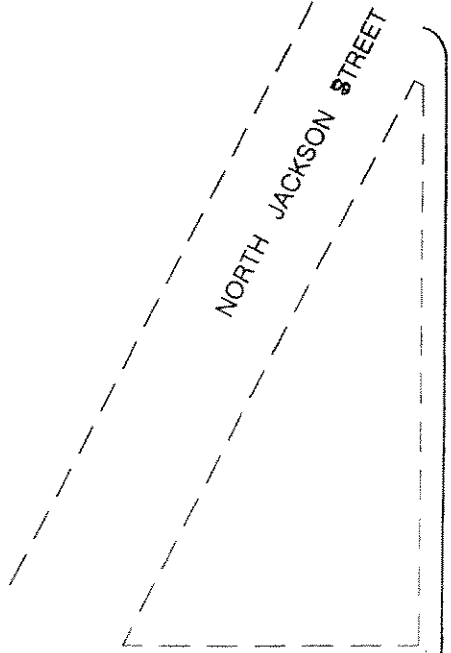
Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 200__ by
_____, the Comptroller of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

EAST POLK STREET



MILWAUKEE RIVER

FEDERALLY MAINTAINED NAVIGATION CHANNEL

SMNG BRIDGE

6-9

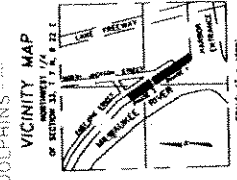
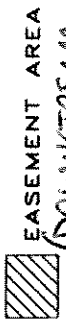


EXHIBIT A to the View Easement Agreement - MAP
National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-1001
16745 W. Blomquist Road
Suite 200
Wauwatosa, WI 53095-5009
www.nse.com



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF NATIONAL SURVEY & ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED BY THE CLIENT. NATIONAL SURVEY & ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY ACCURACY OR COMPLETION OF THE PROJECT. THE USER ASSUMES ALL LIABILITY.

BEARINGS ARE REFERENCED TO THE NORTH OF THE WISCONSIN COORDINATE SYSTEM - THE WEST LINE OF THE NW 1/4 OF SECTION 33 HAS A BEARING OF N 01°18'13" W (JUNE, 1986 DATUM).

EXHIBIT B TO VIEW EASEMENT – LEGAL DESCRIPTION

Downstream Parcel (part of PIN #392-2197-000-8, and #392-2195-100-X)

Lot 7 in Block 173 in the Survey and Subdivision of Lots 1 and 2 and lands in the North ½ of fractional Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin and parts of vacated East Erie Street and vacated Center Street, bounded and described as follows:

Commencing at the most Northerly corner of Lot 4 of said Block 167;, thence South 33° 19' 02" East 903.59 feet to the point of beginning of the lands to be described; thence continuing South 33° 19' 02" East 102.08 feet to a point; thence South 34° 16' 47" West 99.74 feet to a point; thence North 33° 18' 29" West 140.09 feet to a point; thence North 56° 40' 58" East 92.20 feet to the point of beginning.

Containing 11,165 square feet or 0.2563 acres.

E-10

EXHIBIT C
to
VIEW EASEMENT AGREEMENT

[REDACTED] Maintenance Standards

- Open for use by the general public at all times except as it relates to adverse possession and times of maintenance and repair.
- Keep Property generally clean of litter on a daily basis.
 - o Empty Trash receptacles as necessary
- Keep benches and other amenities in good, safe repair at all times.
- Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
 - o Remove graffiti as soon as practical (as weather permits).
- Properly maintain all landscaping in a manner acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
- Keep all [REDACTED] lights in good repair and lit in a manner consistent with the pedestrian lighting in the City of Milwaukee.
-

CERTIFICATE
OF COMPLETION

Document Number

Document Title

EXHIBIT F

CERTIFICATE OF COMPLETION

Recording Area

Name and Return Address

Tom Demuth
Godfrey & Kahn
780 N. Water St.
Milwaukee, WI 53202

Parcel Identification Number (PIN)

EX F-1

Project:	The Phase-III Work, being part of the work required under the "Harbor Front Riverwalk and Development Agreement" dated _____, 2003, and recorded in the Milwaukee County Register of Deeds Office as Document No. _____, Reel _____, Image _____ (the "Development Agreement").
Property Address:	[HERE INSERT ADDRESS AND KEY NO. OF DOWNSTREAM PARCEL], which parcel is herein and in the Development Agreement called the "Downstream Parcel," the legal description for which is attached hereto as <u>Exhibit A</u> , and part of [HERE INSERT ADDRESS AND KEY NO. OF THE RIVERWALK PARCEL], which part is herein and in the Development Agreement called the "Downstream-Riverwalk Parcel," is the legal description for which is attached hereto as <u>Exhibit B</u> .
Redeveloper:	[HERE ADD THE NAME OF THE ENTITY WHO BUILDS THE BUIDLING ON THE DOWNSTREAM PARCEL AND THE RIVERWALK ON THE DOWNSTREAM-RIVERWALK PARCEL].

THIS IS TO CERTIFY that the City of Milwaukee, by its Commissioner of the Department of City Development (the "Commissioner"), caused the inspection of the Downstream Parcel and the Downstream-Riverwalk Parcel, and the improvements constructed thereon, and that construction of those improvements constitutes satisfaction and completion of the Phase-III Work as defined in, and contemplated by, the Development Agreement. The date of substantial completion of the Phase-III Work, per the AIA Form G704 submitted by _____, is _____. And, _____, as of the date hereof, the Commissioner accepts the Phase-III Work as complete.

Upon recording of this CERTIFICATE, the real estate described above (i.e. the Downstream Parcel and Downstream-Riverwalk Parcel only, and not any other parcel) shall specifically be "released" of record from the Development Agreement. As among The Harbor Front Marina, LLC, Frontage, LLC, and the City (and their respective successors, assigns, and transferees), however, and those certain other parcels that are subject to and the subject of the Development Agreement, the Development Agreement provisions shall otherwise remain in place and of record.

F-2

EXHIBIT A TO CERTIFICATE OF COMPLETION – LEGAL DESCRIPTION

Downstream Parcel (part of PIN #392-2197-000-8, and #392-2195-100-X)

Lot 7 in Block 173 in the Survey and Subdivision of Lots 1 and 2 and lands in the North ½ of fractional Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin and parts of vacated East Erie Street and vacated Center Street, bounded and described as follows: Commencing at the most Northerly corner of Lot 4 of said Block 167;, thence South 33° 19' 02" East 903.59 feet to the point of beginning of the lands to be described; thence continuing South 33° 19' 02" East 102.08 feet to a point; thence South 34° 16' 47" West 99.74 feet to a point; thence North 33° 18' 29" West 140.09 feet to a point; thence North 56° 40' 58" East 92.20 feet to the point of beginning.
Containing 11,165 square feet or 0.2563 acres.

F-4

EXHIBIT B TO CERTIFICATE OF COMPLETION – LEGAL DESCRIPTIONS

DOWNSTREAM PARCEL OF RIVERWALK LAND (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO A POINT; THENCE CONTINUING SOUTH 56° 40' 58" WEST 92.20 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 33° 18' 29" EAST 140.09 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 10.82 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE 144.22 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,421 SQUARE FEET OR 0.0326 ACRES.

F-5

EAST POLK STREET

NORTH JACKSON STREET

EAST

ERIE

STREET

MILWAUKEE RIVER

Riverwalk Parcel = Phase I Riverwalk Parcel plus Phase II Riverwalk Parcel plus Downstream Riverwalk Parcel

EX A

PHASE I ASSEMBLY PARCEL

ASPHALT

CITY PARCEL

PHASE I PARCEL

PHASE II PARCEL

PHASE I RIVERWALK PARCEL

DOWNSTREAM PARCEL

DOWNSTREAM PARCEL

RIVERWALK PARCEL

EXCHANGE PARCEL

MOORING DOLPHINS

VICINITY MAP

WATER TAXI STAND

FEDERALLY MAINTAINED NAVIGATION CHANNEL

ALTERNATE PHASE II RIVERWALK EASEMENT

BRICK BUILDING

JACKSON STREET EXTENSION

UNIMPROVED ROCK LINE OF THE MILWAUKEE RIVER

ASPHALT PAVEMENT

ASPHALT

ASPHALT

ASPHALT

ASPHALT

ASPHALT

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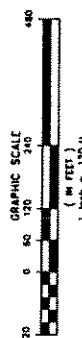
ASPHALT

ASPHALT

ASPHALT

EXHIBIT A to the Development Agreement - MAP
National Survey & Engineering

Telephone 282-721-0200
Facsimile 282-721-0201
18145 N. 38th Avenue, Suite 200
Scottsdale, AZ 85268
www.nse.com



NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NATIONAL SURVEY & ENGINEERING FOR THE ACCURACY OF THIS MAP. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. NATIONAL SURVEY & ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.

THIS MAP WAS PREPARED BY NATIONAL SURVEY & ENGINEERING FOR THE PROJECT OF THE MILWAUKEE RIVERWALK PARCEL DEVELOPMENT. THE MAP IS BASED ON THE SURVEY OF THE MILWAUKEE RIVER AND ADJACENT LANDS CONDUCTED BY NATIONAL SURVEY & ENGINEERING IN 1998.

Document Number

RIVERWALK, WATER-TAXI
STAND, AND JACKSON-
STREET-EASEMENT
AGREEMENT

Document Title

EXHIBIT G

**RIVERWALK, WATER-TAXI STAND, AND JACKSON-
STREET-EASEMENT AGREEMENT**

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

Part of each of the following PINs:
392-2179-100-6
392-2197-000-8
392-2195-100-X

Parcel Identification Number (PIN)

EX G-1

**RIVERWALK, WATER-TAXI STAND, AND JACKSON-STREET-EASEMENT
AGREEMENT**

This Agreement is made as of this 12th day of December, 2003, by and among Frontage, LLC ("Frontage") and The Harbor Front Marina, LLC, as grantors, and the City of Milwaukee ("City"), as grantee.

RECITALS

- A. Frontage owns those certain parcels in Milwaukee, Wisconsin herein called the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, the Phase-I Parcel, the Jackson-Street-Extension Parcel, and the Downstream Parcel, and the riparian rights to the area called the Water-Taxi Stand, which are shown on the Map attached hereto as **Exhibit A** (the "Map"), and which are more particularly described on **Exhibit B** attached hereto.
- B. Pursuant to the terms of the "Harbor Front Riverwalk and Development Agreement" ("Development Agreement"), dated December 12, 2003, by and among Frontage, HFM, and the City:
1. Frontage is obligated to construct certain riverwalk improvements generally described on **Exhibit C** attached hereto on the Phase-I-Riverwalk Parcel, and HFM is obligated to construct certain riverwalk improvements also generally described on **Exhibit C** on the Downstream-Riverwalk Parcel (the "Riverwalk Improvements");
 2. Frontage is obligated to construct certain Water-Taxi Stand improvements generally described on **Exhibit D** attached hereto on the Water-Taxi Stand (the "Water-Taxi-Stand Improvements");
 3. Frontage is obligated to construct certain improvements generally described on **Exhibit E** attached hereto on the Jackson-Street-Extension Parcel (the "Jackson-Street Improvements");
 4. Frontage and HFM are obligated to enter into this Agreement to grant to the City a permanent, public, nonexclusive pedestrian easement over the Phase-I-Riverwalk Parcel and the Downstream-Riverwalk Parcel (and the Riverwalk Improvements), and the Water-Taxi Stand (and the Water-Taxi-Stand Improvements), and a permanent, public, pedestrian and vehicular easement over the Jackson-Street-Extension Parcel (and Jackson-Street Improvements), and to document their on-going maintenance, repair, and insurance duties with respect to those parcels (those parcels are herein sometimes called the "Parcels") and those improvements (those improvements are sometimes herein called the "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, Frontage, HFM, and City hereby agree to the following:

1. **Grant of Easement.** Frontage and HFM hereby grant and convey to City a permanent, perpetual, public, nonexclusive easement in, over and across the Phase-I-Riverwalk Parcel and the Downstream-Riverwalk Parcel (and the Riverwalk Improvements), the Water-Taxi Stand (and the Water-Taxi-Stand Improvements), the Jackson-Street-Extension Parcel (and Jackson-Street Improvements), that shall run with the land (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 (d)** below, in, over and across any adjoining lands of Frontage or HFM (or of Frontage's or HFM's successors, transferees, or assigns)) for the following purposes:

- (a) Pedestrian access, for the benefit of the public, in, over, to, and across the Phase-I-Riverwalk Parcel and Downstream-Riverwalk Parcel (and the Riverwalk Improvements), and in, over, to, and across the Water-Taxi Stand (and the Water-Taxi-Stand-Improvements); and
- (b) Pedestrian and vehicular access, for the benefit of the public, in, over, to, and across the Jackson-Street-Extension Parcel (and Jackson-Street Improvements) (including, but not limited to, permanent public pedestrian access to and from East Erie Street to the Milwaukee River, and to and from East Erie Street to the Riverwalk at the river's end of the Jackson-Street-Extension Parcel, and public vehicular parking); and
- (c) Water-vehicle access and parking at the Water-Taxi Stand Improvements; and
- (d) Maintenance, repair and/or replacement of all or any portion of the Parcels or Improvements by City in accordance with the terms of this Agreement; and
- (e) 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, Frontage, or its permitted successors and assigns (collectively referred to herein as "Frontage"), shall maintain (a) comprehensive liability insurance, naming the City and its officers, agents and employees (and City's successors and assigns), 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, Water-Taxi-Stand

Improvements, and Jackson-Street Improvements, sufficient to avoid all co-insurance provisions of the subject insurance policy. Frontage 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 the City, 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.

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

3. **Maintenance and Repair.** Frontage shall be responsible to maintain the Phase-I-Riverwalk Parcel, the Downstream-Riverwalk Parcel, the Riverwalk Improvements, the Water-Taxi Stand, the Water-Taxi-Stand Improvements, the Jackson-Street-Extension Parcel, and the Jackson-Street Improvements in accordance with the maintenance standards set forth on **Exhibit F** attached hereto and shall undertake all necessary capital (and other) repairs and replacements when and as necessary. If Frontage fails to maintain the Parcels or Improvements in the condition required by this Agreement, City may provide Frontage and HFM with a written notice setting forth the maintenance or repair work that City reasonably determines has not been done. If Frontage 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 Frontage's reasonable control, then City may perform such work and the City shall be reimbursed for all reasonable costs incurred in performing such work. Should Frontage fail to reimburse the City for such work, Frontage and HFM expressly agree that the City shall have the right to place City's costs in conjunction therewith as a lien and, in City's discretion, as either (i) a special charge against the Parcels and Improvements under Wis. Stat. §66.0627 (or any successor statute thereto) (or against any property of which those Parcels and Improvements are a part), or (ii) a special assessment against the Phase-I Parcel and Downstream Parcel (or against any property of which those Parcels are a part). Should the City proceed with such special charges or special assessments, Frontage and HFM hereby waive notice and hearing with respect to such special charges and special assessments, and the right to contest the levying of such special charges or special assessments. In exercising its right to maintain, repair and/or replace the Parcels or Improvements, City shall, to the extent both possible and practical, perform all necessary work from within the Parcels themselves and shall use reasonable efforts to not unreasonably disrupt or interfere with Frontage's or HFM's use of the Parcels. To the extent City is not reasonably able to perform maintenance, repair, or replacement work from within the Parcels themselves, however, Frontage and HFM hereby allow City the right, at no charge to City, to enter upon the Phase-I Parcel and Downstream Parcel (or, as the case may be, the river) so as to perform that work. City shall notify Frontage and HFM in advance of City's needs to enter upon the Parcels (or the Phase-I

Parcel or Downstream Parcel, or the river), specifying the scope and duration of such entry.

4. **Public Use; Periodic Closing.** Frontage and HFM shall, at all times, make the nonexclusive easement area of the Parcels and Improvements 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. Frontage and HFM 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 their respectively owned Parcels and 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 nonexclusive easement area of the Parcels and Improvements by the public. Such rules and regulations shall be generally uniform and consistent with those applicable (a) in the case of the Jackson-Street Improvements, to similar vehicular roadways and pedestrian walkways in the City, and (b) in the case of the Riverwalk Improvements and the Water-Taxi-Stand Improvements, to other riverwalks and water-taxi stands throughout the Riverwalk System, and shall be effective upon delivery of a copy of same to Frontage and to HFM. Frontage and HFM shall be responsible to expend reasonable efforts for the enforcement of such rules and regulations as they pertain to their respectively owned Parcels and Improvements. Frontage and HFM shall have the right to promulgate and enforce their own respective rules and regulations governing the use of their respectively owned Parcels and Improvements by the public; provided, however, Frontage's and HFM's rules and regulations shall not be inconsistent nor conflict with this Agreement, the Maintenance Standards attached hereto as **Exhibit F**, or any rules and regulations promulgated by City. In the event of any such conflict, the terms hereof, and of **Exhibit F**, 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 Frontage and HFM, to enter upon the Parcels and Improvements to install and/or remove Decorations. Such installations and removals shall not unreasonably interfere with the lawful use of the Parcels and Improvements by Frontage or HFM and shall be at City's sole expense.

7. **Utilities.** Frontage shall pay for all electricity, water and other utilities used for watering of flowers and other plant and landscaping materials on the Parcels and Improvements and for lighting and cleaning of the Parcels and Improvements (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Parcels or Improvements).

8. **Alterations.** Neither Frontage nor HFM shall make any structural alterations or modifications to the Parcels or Improvements or make any changes to the Improvements as originally installed (including, but not limited to, any changes to the color-scheme of the Improvements) without the prior written consent of City. Further, neither Frontage nor HFM shall install any decorative elements or attach any fixtures to or upon the Parcels or Improvements without the prior written consent of City. Any

request by Frontage or HFM for installation of decorative elements or attachment of fixtures must be in writing, and City's Commissioner of the Department of City Development (or her 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 Improvements without the prior written approval of Frontage (in the case of Frontage-owned Improvements) or HFM (in the case of HFM-owned Improvements).

9. **Assignments.** Except as otherwise expressly provided for in the Development Agreement, neither Frontage nor HFM may assign, convey, or transfer any interest or duty under this Agreement, or any interest in and to the Parcels or Improvements without the Commissioner's prior written approval. City may, if it elects, assign all or part of its rights and interest hereunder to the business improvement district (or board thereof) in which the Improvements are located without Frontage's or HFM's prior approval, but, City shall notify Frontage and HFM, and provide Frontage and HFM with a copy of any such assignment.

The parties hereto hereby incorporate herein by reference paragraph 12 of the Development Agreement (entitled "Successors and Assigns").

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 Frontage or to HFM:**

c/o Peter Renner
Renner Architects, LLC
626 N. Water Street
Milwaukee, WI 53202

With a copy to:

Tom Demuth
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

B. **To City:**

Commissioner
Department of City Development
809 N. Broadway
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 nonprevailing 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 hereunto set their hands and seals on this 12 day of December, 2003.

FRONTAGE: FRONTAGE, LLC

By: Renner Architects, LLC

By: 
Peter S. Renner, Member

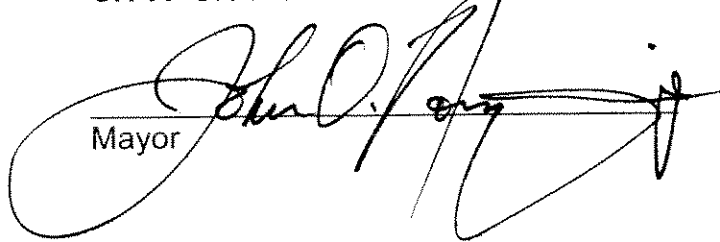
HFM: THE HARBOR FRONT MARINA, LLC

By: Renner Architects, LLC

By: 
Peter S. Renner, Member

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CITY: CITY OF MILWAUKEE



Mayor

City Clerk

COUNTERSIGNED:

Comptroller

CITY ATTORNEY'S OFFICE

Approved this ____ day of _____, 2003.

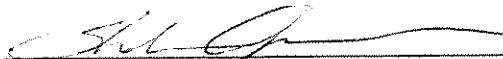
By: _____
Gregg C. Hagopian, Assistant City Attorney

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

This instrument was acknowledged before me on December 12, 2003 by Frontage, LLC, by its member, Renner Architects, LLC, by its member, Peter S. Renner, to me personally known, and representing requisite authority to so sign.



Notary Public, State of Wisconsin

My commission: Expires 3/15/04

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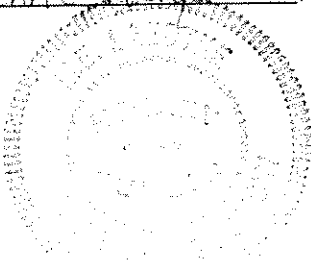
STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on DECEMBER 12, 2004 by The Harbor Front Marina, LLC, by its member, Renner Architects, LLC, by its member, Peter S. Renner, to me personally known, and representing requisite authority to so sign.

[Signature]
Notary Public, State of Wisconsin
My commission: EXPIRES 8/15/04

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on 12/17, 2003 by John C. Merquist, the Mayor of the City of Milwaukee.



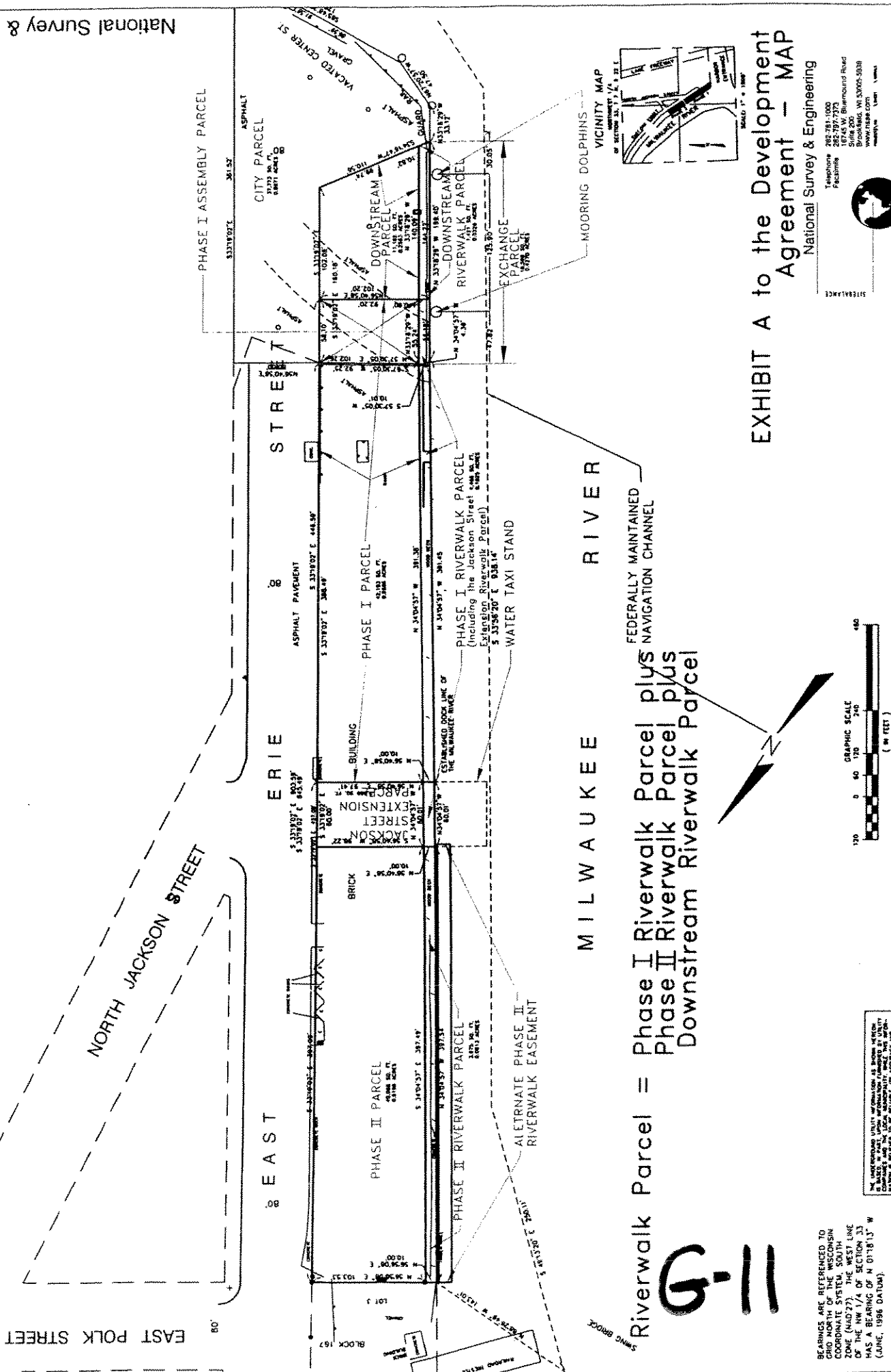
[Signature]
Notary Public, State of Wisconsin
My commission: 1-2-2005

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me on _____, 200__ by _____, the City Clerk of the City of Milwaukee.

Notary Public, State of Wisconsin
My commission: _____

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Riverwalk Parcel = Phase I Riverwalk Parcel plus
 Phase II Riverwalk Parcel plus
 Downstream Riverwalk Parcel

11.9

EXHIBIT A to the Development Agreement - MAP
 National Survey & Engineering

Telephone 262-281-1500
 262-287-7373
 18745 W. Burmound Road
 Suite 200 Wauwatosa, WI 53095-5338
 WWW.NSE.ORG



STRAHLBACH

ALL DIMENSIONS AND BEARINGS ARE REFERRED TO THE
 1983 NATIONAL GRID SYSTEM, SOUTH ZONE (NAD 83). THE
 SECTION LINE OF THE NW 1/4 OF SECTION 33
 HAS A BEARING OF N 01°18'13" W
 (JUNE, 1986 DATUM).

BEARINGS ARE REFERENCED TO
 GRID NORTH OF THE WISCONSIN
 1983 NATIONAL GRID SYSTEM, SOUTH
 ZONE (NAD 83). THE SECTION LINE
 OF THE NW 1/4 OF SECTION 33
 HAS A BEARING OF N 01°18'13" W
 (JUNE, 1986 DATUM).

EXHIBIT B

THE LEGAL DESCRIPTIONS

PHASE I PARCEL (PART OF PIN #392-2179-100-6, #392-2197-000-8, AND #392-2195-100-X)

PART OF LOT 16 AND LOT 15 IN BLOCK 167 AND PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TOGETHER WITH PART OF VACATED JACKSON STREET BETWEEN SAID BLOCKS 167 AND 173 AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 457.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST ALONG SAID SOUTHWESTERLY LINE 446.59 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 92.20 FEET TO A POINT; THENCE NORTH 33° 18' 29" WEST 55.24 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 391.38 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 97.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,193 SQUARE FEET OR 0.9686 ACRES.

PHASE I RIVERWALK PARCEL (PART OF PIN #392-2179-100-6, #392-2197-000-8, AND #392-2195-100-X) is comprised of the following:

1) THE LAND BETWEEN THE PHASE I PARCEL AND THE RIVER

PART OF LOT 16 AND PART OF LOT 15 IN BLOCK 167 AND PART OF LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TOGETHER WITH PART OF VACATED JACKSON STREET BETWEEN SAID BLOCKS 167 AND 173 AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET (INCLUDING THE LAND BETWEEN SAID LOTS AS PLATTED AND THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER), BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 457.00 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 97.41 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 34° 04' 57" EAST 391.38 FEET TO A POINT; THENCE SOUTH 33° 18' 29" EAST 55.24 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 10.00 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE

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55.18 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 391.45 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,466 SQUARE FEET OR 0.1025 ACRES.

2) THE LAND BETWEEN THE DOWNSTREAM PARCEL AND THE RIVER

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO A POINT; THENCE CONTINUING SOUTH 56° 40' 58" WEST 92.20 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 33° 18' 29" EAST 140.09 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 10.82 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE 144.22 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,421 SQUARE FEET OR 0.0326 ACRES.

JACKSON STREET EXTENSION PARCEL (PART OF PIN #392-2179-100-6)

PART OF LOT 13, 14 AND 15 IN BLOCK 167 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST ALONG THE SOUTHWESTERLY LINE OF EAST ERIE STREET 397.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST ALONG SAID SOUTHWESTERLY LINE 60.00 FEET TO A POINT; THENCE SOUTH 56° 40' 58" WEST 97.41 FEET TO A POINT; THENCE NORTH 34° 04' 57" WEST 60.01 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 98.22 FEET TO THE POINT OF BEGINNING. CONTAINING 5,869 SQUARE FEET.

DOWNSTREAM PARCEL (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 33° 19' 02" EAST 102.08 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 99.74 FEET TO A POINT; THENCE NORTH 33° 18' 29" WEST 140.09 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 92.20 FEET TO THE POINT OF BEGINNING. CONTAINING 11,165 SQUARE FEET OR 0.2563 ACRES.

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DOWNSTREAM RIVERWALK PARCEL (PART OF PIN #392-2197-000-8, AND #392-2195-100-X)

LOT 7 IN BLOCK 173 IN THE SURVEY AND SUBDIVISION OF LOTS 1 AND 2 AND LANDS IN THE NORTH ½ OF FRACTIONAL SECTION 33, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN AND PARTS OF VACATED EAST ERIE STREET AND VACATED CENTER STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 167; THENCE SOUTH 33° 19' 02" EAST 903.59 FEET TO A POINT; THENCE CONTINUING SOUTH 56° 40' 58" WEST 92.20 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 33° 18' 29" EAST 140.09 FEET TO A POINT; THENCE SOUTH 34° 16' 47" WEST 10.82 FEET TO A POINT ON THE ESTABLISHED DOCK LINE OF THE MILWAUKEE RIVER; THENCE NORTH 33° 18' 29" WEST ALONG SAID ESTABLISHED DOCK LINE 144.22 FEET TO A POINT; THENCE NORTH 56° 40' 58" EAST 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,421 SQUARE FEET OR 0.0326 ACRES.

WATER TAXI STAND

THE WATER TAXI STAND WILL OCCUPY THE AREA BETWEEN THE DOCK WALL AND 30-FEET RIVERWARD FROM THE DOCK WALL THE WIDTH OF THE JACKSON STREET EXTENSION RIVERWALK LANDS.

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**EXHIBIT C TO RIVERWALK EASEMENT AGREEMENT – DESCRIPTION OF
RIVERWALK IMPROVEMENTS**

The new riverwalk improvements will be constructed in conformance with the conceptual plans approved by the City of Milwaukee Plan Commission and Historic Third Ward Architectural Review Board, and will include the following:

- Demolition of existing buildings.
- A new 12-foot to 14-foot wide riverwalk constructed from Ipe wood walking surface on a structural steel frame supported by steel pilings driven adjacent to the sheet pilings in the river and supported by the building foundation wall.
- A decorative galvanized steel handrail.
- Lighting.
- Landscaping.

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**EXHIBIT D TO RIVERWALK EASEMENT AGREEMENT – DESCRIPTION OF
WATER TAXI STAND IMPROVEMENTS**

The new water taxi stand improvements will be subject to a permit being granted by the DNR. These improvements will include:

- A floating or fixed pier supported by or anchored to steel piles.

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**EXHIBIT E TO RIVERWALK EASEMENT AGREEMENT – DESCRIPTION OF
JACKSON STREET IMPROVEMENTS**

The Jackson Street improvements will be constructed in conformance with the conceptual plans approved by the City of Milwaukee Plan Commission and Historic Third Ward Architectural Review Board, and will include the following:

- Demolition of the existing buildings.
- New sheet piling between Jackson Street and the river.
- New street paving constructed from concrete and brick pavers.
- Landscaping and bollards.
- Lighting.

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EXHIBIT F
to
RIVERWALK EASEMENT AGREEMENT

[REDACTED] Maintenance Standards

- Open for use by the general public at all times except as it relates to adverse possession and times of maintenance and repair.
- Keep Property generally clean of litter on a daily basis.
 - o Empty Trash receptacles as necessary
- Keep benches and other amenities in good, safe repair at all times.
- Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
 - o Remove graffiti as soon as practical (as weather permits).
- Properly maintain all landscaping in a manner acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
- Keep all [REDACTED] lights in good repair and lit in a manner consistent with the pedestrian lighting in the City of Milwaukee.
-