



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

August 9, 2005

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

Dear Mr. Leonhardt:

Enclosed is an executed original of the Granville Station Development Agreement identified as Contract No. 03-147 (RA), dated November 21, 2003, between the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee, TDC Milwaukee, LLC and Tucker Development Corporation

This document was recorded in the Register of Deeds Office on December 23, 2003 as Document #8706814, Reel 5737, Images 3629 through 3697.

Please insert this agreement into Common Council Resolution **File No. 030955**, adopted November 5, 2003.

Sincerely,

Rocky Marcoux
Commissioner

Enclosure

**GRANVILLE STATION
DEVELOPMENT
AGREEMENT**

Document Number

Document Title

GRANVILLE STATION

DEVELOPMENT AGREEMENT

Recording Area

Name and Return Address

Gregg Hagopian
City Attorney's Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

032-9997-114;

032-9997-115; and 032-9997-111.

Parcel Identification Number (PIN)

Drafted by:

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

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LIST OF EXHIBITS

- Exhibit A: Term Sheet
Exhibit B: Legal Description of Total Property
Exhibit C: Legal Description of Sears Parcel

- Exhibit D: Legal Description of Mall Parcel
- Exhibit E: Legal Description of Penney Parcel
- Exhibit F: Legal Description of Yonkers/Palermo Parcel
- Exhibit G: Legal Description of Boston Store Parcel
- Exhibit H: Phase I Depiction
- Exhibit I: Insurance-Coverage Requirements
- Exhibit J: Certificate of Completion

GRANVILLE STATION DEVELOPMENT AGREEMENT

This Agreement, made as of this 21st day of November, 2003, by and among the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM"), TDC Milwaukee, LLC, an Illinois Limited Liability Company ("TDC"), and Tucker Development Corporation, an Illinois Corporation ("Tucker").

WITNESSETH:

Whereas, RACM, by RACM Resolution (adopted December 19, 2002), approved a proposed Project Plan creating TID No. 51 ("TID 51") and recommended to the City Common Council that that TID be created; and

Whereas, the City Common Council, by Resolution No. 021332 (adopted January 22, 2003), among other things: created TID 51; approved the Project Plan (hereby incorporated herein); approved a Term Sheet for a Development Agreement (a copy of which Term Sheet was attached to said Common Council File, and is also attached hereto as Exhibit A, and is hereby incorporated herein) (the "Term Sheet"); and authorized City entry into a Development Agreement on terms substantially in accordance with the Term Sheet; and

Whereas, RACM, by RACM Resolution No. 9567 (adopted December 11, 2003) also approved the Term Sheet and authorized RACM entry into a Development Agreement in accordance therewith; and

Whereas, TDC and Tucker are also authorized to enter this Agreement; and City, RACM, TDC, and Tucker intend this Agreement to be the Development Agreement contemplated by the Term Sheet, and they desire to enter this Agreement, consistent with the Term Sheet, so the parties can evidence and agree to respective commitments in furtherance of the Project described herein and in the Term Sheet;

NOW, THEREFORE, City, RACM, TDC and Tucker, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, mutually agree and covenant as follows:

1. **THE TOTAL PROPERTY.** Tucker and TDC represent to City and RACM that the former Northridge Mall (now herein referred to as "**Granville Station**"), together with the contiguous department stores, consists of approximately 105.2017 acres, and is herein called the "**Total Property**," the legal description for which is attached hereto as Exhibit B. Tucker and TDC further represent that the Total Property, in turn, is comprised of the following parcels:

Parcel	Key No.	Address	Owner	Approximate Acreage	Legal Description Attached as Exhibit
Sears Parcel	032-9997-114	7700-7700S West Brown Deer Road	Sears Roebuck and Company	23.81	<u>C</u>
Mall Parcel	032-9997-115	7700-7700M West Brown Deer Road	TDC	32.0170	<u>D</u>
Penney Parcel	032-9997-113	7700-7700P West Brown Deer Road	J.C. Penney Properties, Inc.	18.13	<u>E</u>
Yonkers/ Palermo Parcel	032-9997-112	7700-7700G West Brown Deer Road	Anthony A. Palermo	16.22	<u>F</u>
Boston Store Parcel	032-9997-111	7700-7700F West Brown Deer Road	Parisian, Inc.	15.2373	<u>G</u>

2. **PHASES: CITY AND RACM WITHOUT DUTY REGARDING FUTURE PHASES.** It is anticipated that all or portions of the Total Property will eventually be developed. At this time, however, the Project only consists of Phase I which includes the acquisition of the Sears Parcel and the Boston Store Parcel. Phase I is depicted on **Exhibit H** attached hereto and incorporated herein. This Agreement only relates to Phase I. Tucker may, however, submit to City proposed plans and financial projections for other phases, whereupon City shall review same and consider, in City's sole discretion, whether to participate financially or otherwise. Neither City nor RACM, however, has any duty, express or implied, to participate in, or with respect to, any other Phase of development. City and RACM understand that subsequent phases on all or portions of the Total Property will, in any event, depend on a number of factors, including leasing activity and economic feasibility.

3. **PHASE I PROJECT WORK.** Phase I shall consist of the total redevelopment and reconstruction of approximately 28 acres comprised of the entire Sears Parcel, approximately 3-plus acres of the Mall Parcel, and a portion of the Boston Store Parcel (said approximate 28-acre parcel is sometimes herein called the "**Phase I Parcel**"). Phase I will include:

- the demolition of the former Sears Department Store buildings on the Sears Parcel;
- associated environmental remediation;

- clearing, re-grading, and compacting of approximately 28 acres of the site to create sufficient area for the development by Menards¹ of a 161,640 square foot Menards facility, plus an outdoor sales area for Menards, a 61,000 square foot Pick N'Save facility, with a possible 15,000 square foot expansion area for Pick N'Save, to be operated by Pewaukee-based supermarket operator Roundy's, Inc. ("**Roundys**"), plus an additional 8,000 square foot outlot;
- haul away and disposal of excavated material (except as reasonably contemplated for balancing the Total Property, or portions thereof, for future phases);
- the construction by Menards of the aforeferenced Menards, the outdoor sales area for Menards, and parking for Menards;
- the construction by Tucker of the Pick N'Save store, and associated parking for the Pick N'Save store; and
- the construction by Tucker of additional infrastructure (the "**Phase I Project Work**").

4. **TDC ACQUISITION OF SEARS AND BOSTON STORE PARCELS, AND LAND ASSEMBLY FOR PHASE I.** TDC owns the Mall Parcel, which does not include the contiguous department stores. TDC will also acquire (and agrees to take such steps as may be necessary to acquire) title to the Sears Parcel and the Boston Store Parcel. The Sears Parcel, together with a portion of the Mall Parcel (about 3 acres of Mall parking, more or less), together with a portion of the Boston Store Parcel, will be utilized for Phase I. TDC is scheduled to close on the acquisition of each of the Sears Parcel and Boston Store Parcel on or about November 30, 2003. TDC shall keep City informed with respect to its negotiations and discussions with any owner of any part of the Total Property, including TDC's negotiations and discussions with the owner of the Sears Parcel and the owner of the Boston Store Parcel.

5. **TUCKER AND TDC ENSURE COMPLETION.** Tucker (referred to as "**Developer**" in the Term Sheet) is the manager of TDC and will undertake the Phase I Project Work (except that Menards (Menards-Owner) will undertake construction of the Menards building, Menards outdoor sales area, and Menards parking). TDC and Tucker jointly and severally agree to take such actions as shall be necessary or required to ensure that the Phase I Project Work gets completed in a good and workmanlike manner on or before the **Completion Deadline** (referred to below). Tucker and TDC are responsible for all Phase I Project Work development expenses (except those that are associated with the Phase I Project Work to be done by Menards), including, but not limited to, extension of water and sewer laterals and utilities, excavation and landscaping, addressing buried rubble or debris, and adverse geotechnical or environmental conditions.

6. **DEVELOPMENT SCHEDULE.** Within 30 days after TDC acquires both the Sears Parcel and the Boston Store Parcel: (a) Tucker anticipates commencing the demolition of the existing structures on the Sears parcel, remediation of known environmental

¹ As used herein, "**Menards**" means a Menards Home Improvement Center. Menards is owned, operated, and controlled by Menard, Inc. ("**Menards Owner**"). The term "**Menards**," as used herein, is also synonymous with Menards-Owner.

conditions, clearing, re-grading and compacting the site and construction of the Pick N'Save; and (b) Tucker and TDC anticipate TDC conveying approximately 13.5 acres to Menards. Contemporaneously with the construction of the Pick N'Save, it is anticipated that Menards will commence construction of its facility. In any event, and regardless of anticipated events or estimates, said Phase I (including all Phase I Project Work and Menards' construction work) must be completed by **September 1, 2005** (the "**Completion Deadline**"). (See Common Council Resolution File No. 030955, passed November 5, 2003 authorizing amendment to Term Sheet regarding this Completion Deadline).

7. **CITY CONTRIBUTION, RACM CONTRIBUTION, AND CITY REVIEW.**

Subject to the terms and conditions hereof, the City will provide RACM, and RACM in turn will provide Tucker with a grant in the amount of up to a maximum of \$4.4 million (the amount of the grant ultimately provided to Tucker is herein called the "**City Contribution**"). That up to \$4.4 million City Contribution shall be applied toward: the cost of Phase I Project Work to be done by Tucker (but limited to Phase I Project Work within the TID 51 boundaries); and \$328,007 of TDC's \$3.5 million cost to acquire the Mall Parcel.

A. **Possible Reduction of City Contribution.** Said grant shall be subject to reduction in accordance with the "Cost Sharing" Section below, and, also subject to reduction based on the Commissioner of the City's Department of City Development's ("**Commissioner**") review of the final approved construction budget and the Commissioner's determination that Tucker and/or TDC have obtained the maximum feasible first-bank-mortgage financing for their share of the Phase I Project Work. If Commissioner determines that Tucker and/or TDC could have reasonably obtained additional first-bank-mortgage financing, the City Contribution shall be reduced by the amount which is determined by Commissioner first determining the amount of financing that Commissioner reasonably determines was available and then subtracting therefrom the amount of actual financing that Tucker and/or TDC do secure for Tucker's share of the Phase I Project Work.

B. **Cost Sharing.** With regard to cost savings available from Phase I, as determined by comparing the Commissioner-approved development budget (referred to in ¶ 7. C. (8) below) with estimated actual costs, the City will receive 50% of any net savings to TDC or Tucker in the construction or completion of those items listed in that budget. These savings to City (and RACM) (the "City-Savings") will be on a net basis after any and all savings have been: shared with appropriate contractors, subcontractors and other potential providers of services in conjunction with the development; and also shared in accordance with the Pick N'Save lease with Roundys and/or Jondex Corp. A mutually agreed-upon estimate of any such City-Savings shall be determined prior to City or RACM making the City Contribution to Tucker, and, the City Contribution shall be reduced by the agreed-upon estimated City-Savings. The net amount of the City Contribution (i.e. City Contribution less estimated City-Savings) shall be disbursed to Developer after the conditions and contingencies to the City Contribution have been met. Then, upon final completion of the Phase I Project Work, the actual City-Savings shall be calculated, and the mutually agreed-upon

actual amount shall then be compared to the estimated City-Savings. If the estimated City-Savings exceed the actual City-Savings, City shall disburse to RACM, and RACM in turn will disburse to Tucker, the difference. If, however, the actual City-Savings exceed the estimated City-Savings, Tucker shall promptly pay to City the difference. In the event Tucker is obligated to pay City and Tucker fails to do so in full within 30 days of written request by City, City and RACM shall have a lien against the Phase I Parcel to secure, and as collateral for, the collection of payment; and, this Agreement shall operate as a mortgage evidencing such lien.

C. **The Contingencies: City's and RACM's Contribution is Contingent Upon.** In any event, the City Contribution is contingent upon, and shall be paid to Tucker only upon:

- (1) **Substantial Completion.** Determination by the Commissioner, after issuance by Tucker's architect and construction manager, and by Menards' architect and construction manager, of respective certificates of substantial completion, on appropriate AIA forms (AIA Form 704; with "substantial completion" as defined in AIA A201), of the substantial completion of the Phase I Project Work (including substantial completion of the Pick N'Save and Menards buildings).
- (2) **REA Is Terminated.** TDC and Tucker providing evidence acceptable to Commissioner that the December 29, 1969 Operating Agreement affecting the Total Property (together with any exhibit or amendment thereto) (the "REA") has been terminated (in whole or in part – provided, however, that if the REA is only partially terminated, the nature and extent of the partial termination must be acceptable to the Commissioner), and the termination (in whole or in part as aforesaid) must be placed of record in the Milwaukee County Register of Deeds Office.
- (3) **Sears and Boston Store.**
 - (a) Commissioner review and approval of the complete purchase and sale agreements (and any amendments thereto) between TDC and Sears regarding the Sears Parcel and TDC's acquisition of the same, and between TDC and Parisian regarding the Boston Store Parcel and TDC's acquisition of the same .
 - (b) TDC providing assurance acceptable to Commissioner that TDC has acquired, is the record-owner of, and has good and marketable title to, each of the Sears Parcel and Boston Store Parcel (in addition to being the record-owner of, with good and marketable title to, the Mall Parcel) (TDC shall, in any event, provide to Commissioner a copy of the deed, transfer return, and closing statement, and a copy of the title insurance commitment (including all endorsements thereto) that TDC obtains in conjunction with each of its acquisition from Sears and its acquisition from Parisian).

- (4) **Menards.**
- (a) Commissioner review and approval of the complete purchase and sale agreement and operating agreement (and any amendments thereto) between TDC and Menards.
 - (b) TDC providing assurance acceptable to Commissioner that TDC has conveyed approximately 13.5 acres to Menards, and that Menards is the record-owner of the same (TDC shall, in any event, provide to Commissioner a copy of the TDC-to-Menards deed, transfer return, and closing statement, and a copy of the title insurance commitment (including all endorsements thereto) that TDC provides to Menards, or for its benefit, in conjunction with that conveyance).
 - (c) TDC providing assurance acceptable to Commissioner that TDC has secured all requisite Approvals associated with its conveyance to Menards (including, if necessary, all Approvals that may be required under the REA, and also any Approvals that may be required under any law (including Wisconsin Statutes or local ordinance) regarding land division or land splits).
- (5) **Plans and Specs.** Commissioner review and approval of all plans and specifications for, and the development budget for, all Phase I Project Work (including plans and specifications for Phase I Project Work to be done by Menards). TDC shall contractually obligate Menards to provide the Commissioner with Menards' plans and specifications. Required plans and specifications include construction, site, and landscape plans.
- (6) **Pick N'Save.** Commissioner review and approval of the lease and operating agreement between TDC and Roundys (and any amendment thereto) for the Pick N'Save.
- (7) **Financing.** Commissioner review and approval of mortgage financing terms, conditions, and documents (including, but not limited to, loan applications, loan commitment letters, loan agreements, and such other documents and data that Commissioner may request to ascertain maximum feasible first-bank-mortgage financing available to Tucker and/or TDC) relating to the financing that Tucker and/or TDC obtain or seek to obtain with respect to the Phase I Project Work to be done by Tucker. And TDC and Tucker demonstrating that they have adequate financing in place to enable them to undertake and complete their Phase I Project Work.
- (8) **Estoppel Certificate.** Commissioner review and approval of an estoppel certificate, provided and signed by TDC and Tucker, pursuant to which TDC and Tucker warrant and represent to City and RACM that, as of the date selected for the making of the City Contribution, neither TDC nor Tucker are in default or breach with respect to any of TDC's or Tucker's duties: under

any note, mortgage, or loan agreement that either of them may have entered into regarding the Phase I Project Work or relating to the **Phase I Parcel** (defined below); under the lease or other agreements with Roundy's; under the purchase and sale or other agreements with Menards; and/or under any contract relating to TDC's or Tucker's construction duties regarding the Phase I Project Work.

- (9) **Human Resource Contracts.** Commissioner review and approval of executed **Human Resource Contracts** (defined below) as required by ¶ 15 below.
- (10) **Insurance.** Commissioner review and approval of evidence of insurance coverage in place and maintained by each of TDC, Tucker, and Menards satisfactory to Commissioner (consistent with insurance-coverage requirements set forth in **Exhibit I** attached hereto covering the Phase I Parcel and Phase I Project Work during construction and afterward (naming City and RACM as additional insureds, and indicating that the insurance company will furnish City and RACM with a 30-day written notice of cancellation, non-renewal, or material change).
- (11) **No Breach.** Determination by the Commissioner that neither TDC nor Tucker are in default or beach of their respective duties and obligations under this Agreement. And,
- (12) **Construction Budget and Schedules.** Commissioner review and approval: of Tucker's final construction budget; of Tucker's and Menards' construction schedules; and of Menards' and Roundys' (Pick N'Save's) anticipated opening dates and operating schedules.
- (13) **Approval of New REA.** Commissioner review and approval of a signed replacement agreement for the terminated REA (currently, TDC contemplates the new or replacement agreement consisting of two documents, a "Replacement Operating Agreement" and a "Declaration of Easements, Covenants, Conditions and Restrictions").

The items and conditions listed above are sometimes herein called the "**Contingencies.**" TDC and Tucker shall cooperate with Commissioner and provide to her such documents, data, and materials as she may request so as to allow her to conduct the reviews and make the determinations contemplated above.

Tucker must obtain Commissioner's approval of items 5, 7, and 10 above prior to commencement by Tucker or TDC of Phase I Project Work, or at such other time as Commissioner may agree.

D. Limitation on City Liability and RACM Liability.

Nothing contained herein, including but not limited to Commissioner review and approval of documents or matters, or determination of matters, and/or City or RACM

making the City Contribution, shall, in any manner, be deemed a guarantee by City or RACM, or a representation or warranty (express or implied) by City or RACM to TDC, to Tucker, or to any third party (known or unknown) of the matter at hand or of conditions or absence of conditions. City's, RACM's, and/or Commissioner's acts, determinations, or approvals with respect to, and City's, RACM's, or Commissioner's determination of satisfaction of, any Contingency set forth above are solely for the purpose of City and RACM determining whether to make the City Contribution. Solely for sake of illustration, a determination that the Contingency of TDC acquiring the Sears Parcel has been satisfied does not make City or RACM a title insurer insuring or guarantying that TDC does, in fact, own fee simple absolute title. Likewise, a determination regarding satisfaction of any of the Approval Contingencies does not mean that City or RACM guaranties to anyone that all requisite Approvals have, in fact, been obtained.

City's and RACM's obligation to make the City Contribution is absolutely conditioned upon satisfaction of all the Contingencies and is, in any event, subject to all the terms and conditions herein (including provisions relating to grant reductions). Neither City nor RACM shall, under any circumstances, be required to make the City Contribution until and unless all Contingencies have been satisfied; and, neither City nor RACM shall, in any event, be liable to TDC, Tucker, or to any third party by reason of denial or delay with respect to City or RACM funding as a result of TDC or Tucker delay in satisfying, or failure to satisfy, the Contingencies. Neither City nor RACM has responsibility for, and neither City nor RACM shall have liability to TDC, Tucker, or any third party with respect to, improving or redeveloping the Phase I Parcel (or any part of the Total Property).

8. **COMPLIANCE WITH LAWS; APPROVALS.** TDC and Tucker shall comply (and they shall require their contractors and subcontractors to comply) with all applicable federal, state, and local laws and regulations (including, but not limited to, building, electrical, and plumbing codes, and zoning, building and land subdivision laws) ("Laws") and they shall obtain all necessary permits, licenses, consents and approvals ("Approvals")² with respect to Phase I Project Work to be performed by or on behalf of any of TDC or Tucker. And, TDC and Tucker shall contractually obligate Menards (and its contractors and subcontractors) to comply with all Laws and to obtain all necessary Approvals with respect to Phase I Project Work to be performed by or on behalf of Menards. Neither TDC nor Tucker, however, have the duty hereunder to monitor or guarantee Menards' (or Menards contractors' or subcontractors') compliance with Laws or obtaining of Approvals.
9. **TITLE INSURANCE COMMITMENTS AND POLICIES.** TDC shall promptly provide to City at TDC's expense copies of: the title insurance policy it obtained when it purchased the Mall Parcel; the title insurance commitment and policy it obtains with respect to its purchase of the Sears Parcel and the Boston Store Parcel; the title insurance

² Including, but not limited to, any Approval under any applicable federal, state, or local law, and Approval for signage, demolition, and construction, and any release, waiver, consent, or Approval that may be required under, or as a result of, any recorded easement affecting title to the Total Property or any portion thereof.

commitment it provides to Menards and the commitment it provides to Roundys with respect to, respectively, that portion of the Total Property TDC will convey to Menards and that portion TDC will lease to Roundys; and copies of any other title insurance commitment or policy or endorsement regarding title insurance that TDC or Tucker obtains at any time prior to City or RACM making the City Contribution that pertains to any portion of the Total Property. TDC shall also provide to City promptly upon request (and at TDC's expense) a copy of any document referred to in any such commitment, policy, or endorsement.

10. **SURVEY; EASEMENTS.** TDC shall obtain and provide to City, at TDC's expense, a current survey of that portion of the Total Property that is herein called the "**Phase I Parcel**" (including the part to be conveyed to Menards, the part to be leased to Roundys, the potential Roundys expansion space, and the outlot), prepared and certified by a Wisconsin registered land surveyor, showing:

- (a) the legal descriptions and boundaries of each of: the entire Phase I Parcel; that part to be conveyed to Menards; that part to be leased to Roundys; that part for Roundys expansion space; and that part for the outlot; and
- (b) the location of all easements affecting any portion of the Phase I Parcel.

11. **INTENTIONALLY OMITTED.**

12. **CERTAIN OTHER RESTRICTIONS AND PROVISIONS.** With respect to Phase I and TDC's and Tucker's duties hereunder, TDC and Tucker 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 portion of TDC's property or any improvements located or to be erected thereon, or any part thereof, or with respect to any employee of or applicant for employment with TDC or Tucker. TDC and Tucker agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City or the Wisconsin Department of Workforce Development setting forth the provisions of this nondiscrimination clause.
- B. To comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.
- C. Tucker will include the provisions of Paragraphs A. and B. above in every construction contract for the Phase I Parcel, and will require the inclusion of these provisions in every subcontract entered into by any of Tucker's contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. And, TDC and Tucker will require Menards to include the provisions of Paragraphs A. and B. above in every contract and subcontract for the Phase I Project Work to be done by or on behalf of Menards. Neither TDC

nor Tucker, however, have the duty hereunder to monitor or guarantee Menards' (or its contractors' or subcontractors') compliance with such requirements.

13. **MORTGAGEES NOT OBLIGATED TO CONSTRUCT.** Notwithstanding anything to the contrary herein, the holder of any mortgage securing financing to TDC, Tucker, or Menards with respect to Phase I Project work (including any holder who obtains title to any portion of the Phase I Parcel as a result of foreclosure proceedings, or action in lieu thereof), shall not be obligated by the provisions of this Agreement to complete the construction or Phase I Project Work contemplated hereunder or to guarantee such construction or completion. If TDC or Tucker has collaterally assigned its right to receive the City Contribution to a mortgage holder as provided under paragraph 21 herein and if such holder (or a transferee from such holder) agrees with RACM and City to be bound by this Agreement and fully performs the obligations of Tucker and TDC hereunder, then such holder (or transferee) shall be entitled to receive the City Contribution and to such other benefits of this Agreement as would have been available to TDC and Tucker.
14. **COMPLIANCE WITH MORTGAGES; DEFAULT NOTICES UNDER THIRD-PARTY CONTRACTS.** TDC and Tucker agree to abide by the terms and conditions that may be imposed upon them under the provisions of any mortgage, note, or loan agreement relating to TDC's and/or Tucker's financing of its Phase I Project Work. TDC and Tucker shall promptly send to City copies of any notice of default or breach that TDC or Tucker may send or receive: under any mortgage, note, or loan agreement relating to TDC's and/or Tucker's financing of Phase I Project Work; or under any contract with any contractor or subcontractor relating to Phase I Project Work; or under any agreement TDC or Tucker may have with Menards or Roundys.
15. **HUMAN RESOURCE REQUIREMENTS.** Tucker agrees to perform and comply with the Residence Preference Program ("RPP") Provisions and Emerging Business Enterprise ("EBE") Provisions set forth in the Term Sheet (and its exhibits, including **Term Sheet Exhibits B and C**). Tucker will also request that all of its or TDC's tenants of the Project (including Roundys) enter into a First Source recruitment agreement with an appropriate agency. The agreements required by this paragraph are herein called the "**Human Resource Contracts.**"
16. **LABOR STANDARDS.** Tucker agrees to comply with all applicable labor standards with respect to its duties hereunder and its Phase I Project Work.
17. **HOLD HARMLESS AND INDEMNIFICATION.** TDC and Tucker agree to indemnify and hold harmless City and RACM from any and all liability, costs, fees, fines, penalties, claims, or expense whatsoever, including reasonable attorney's fees, resulting from, associated with, attributable to, or arising out of, any third-party claims, causes of action, or demands made against or suffered by City or by RACM on account of (directly or indirectly) this Agreement, or the making or nonmaking of the City Contribution, except, however, neither TDC nor Tucker are obligated to indemnify or hold harmless City or RACM with respect to damages City or RACM may cause to third parties as a result of negligent or willful misconduct by City or RACM. TDC's and Tucker's duty to indemnify

and hold City and RACM harmless shall expressly survive the "Certificate" referred to below and recording of same in the Register of Deeds Office.

18. **RIGHT OF ENTRY; INSPECTIONS.** In addition to and without abrogating or restricting any right that City or RACM (or any of their respective agents or employees) already has under existing law, TDC and Tucker shall allow City and RACM (and their respective employees and agents) (including, but not limited to, building inspectors, plumbing inspectors, electrical inspectors, Department of Public Works, Department of City Development, and Department of Neighborhood Services employees) reasonable access to enter upon and inspect the Phase I Parcel, Mall Parcel, Sears Parcel, Boston Store Parcel, and Phase I Project Work at all reasonable times. TDC and Tucker shall also require Menards to extend such rights to City and RACM after TDC conveys to Menards as contemplated herein. City's and RACM's entry and inspection shall be conducted in a manner so as to minimize any interference with or disruption of Phase I Project Work. In order to allow City and RACM to undertake these inspections in a meaningful fashion, Tucker shall, promptly upon Commissioner's request, provide a complete set of plans and specifications as well as any change orders and shop drawings, and Tucker shall likewise cause Menards to provide to City, promptly upon Commissioner's request, a complete set of plans and specifications as well as any change orders and shop drawings respecting Phase I Project Work to be done by Menards.

If the Commissioner determines, as a result of inspections made by City employees or agents, that TDC or Tucker or its respective contractors or subcontractors are not constructing the Phase I Project Work required to be performed by TDC or Tucker hereunder in accordance with the Commissioner-approved plans and specifications, the Commissioner shall promptly inform Tucker of the noncompliance; and Tucker or TDC shall, as soon as reasonably possible, remedy, or require its contractors or subcontractors, as the case may be, to remedy such noncompliance.

19. **AUDIT RIGHTS; PUBLIC RECORDS.**

- A. TDC and Tucker shall keep accurate, full and complete books and accounts with respect to the cost of the Phase I Project Work (including, but not limited to, calculations, expenses and savings to arrive at or determine City-Savings), consistent with the City-approved budget, and shall include a provision in all of its contracts requiring Tucker's contractors and their subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, shall be kept for a period of six years subsequent to the completion of the Phase I Project Work, and shall be available to City or RACM upon request for inspection and review.
- B. The City Comptroller shall have the right, upon reasonable notice to TDC, Tucker, or its or their respective contractors or subcontractors, as the case may be, to examine and audit the books and accounts of, and construction and construction-related agreements entered into by, TDC, Tucker, or any of their respective particular contractors or subcontractor during normal hours of business.

And, TDC and Tucker shall include a provision in all of its contracts requiring contractors and subcontractors to allow the City such rights.

C. At any time prior to the expiration or termination of TID 51, RACM, City and City's Comptroller may examine and audit the books and accounts, and financial statements, of TDC and/or Tucker, in addition to any materials or data that either TDC or Tucker may control or possess regarding value of, or improvements to, the Total Property or any part thereof.

D. 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). TDC and Tucker agree to cooperate with City and RACM in the event City or RACM 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.

20. **CERTIFICATE OF COMPLETION.** After completion of Phase I Project Work by Tucker and Menards, in accordance with this Agreement, and final reconciliation of estimated versus actual City-Savings (including payment to the appropriate party of any adjustment associated with that reconciliation), Tucker shall request that City issue a Certificate of Completion ("**Certificate**"). The Certificate shall be in substantially the same form as **Exhibit J** attached, and be a conclusive determination: of satisfaction and termination of the Contingencies to the City Contribution contained in this Agreement (but shall not be deemed to terminate other Tucker or TDC duties hereunder -- including any duty to indemnify and hold City or RACM harmless); of final reconciliation with respect to the City-Savings; and be intended to remove this Agreement (or notice of the same) of record at the Register of Deeds Office. So long as neither TDC nor Tucker are in default hereunder, and respective Certificates of Occupancy have been duly issued by the City with respect to the completed Menards and Pick N'Save facilities, the Commissioner shall execute such Certificate and shall present the Certificate for recording to the Register of Deeds at City's expense. If Commissioner shall refuse to execute and record the Certificate, she shall within 30 days of Tucker's request for the issuance of the Certificate, provide Tucker and TDC with a written statement indicating in adequate detail how Tucker or TDC is in breach or has failed to meet its obligations hereunder, or is otherwise in default, and what measures or acts are necessary, in Commissioner's opinion, for Tucker or TDC to take or perform in order to obtain the Certificate.

21. **SUCCESSORS AND ASSIGNS; RESTRICTION ON SALE OR TRANSFER.** The parties' respective duties and obligations hereunder shall be binding on their respective successors and assigns. No party to this Agreement, however, may assign any of its interest or obligations hereunder without the written consent of the other party, and TDC may not -- prior to final completion of all Phase I Project Work and City's issuance of the Certificate - convey the Mall Parcel or the Sears Parcel (after it acquires same) or the Boston Store Parcel (after it acquires same), or any part thereof, without City's and RACM's prior written consent, except that (a) TDC may convey that portion of the Phase

I Parcel to Menards as contemplated; (b) TDC may lease that portion of the Phase I Parcel to Roundys for the Pick N'Save as contemplated; (c) TDC may obtain first-mortgage financing for the Phase I Project Work as contemplated; and (d) upon terms and conditions meeting the Commissioner's reasonable approval, TDC may collaterally assign its right to receive the City Contributions hereunder to a Commissioner-approved construction lender of Tucker. TDC shall notify City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Mall Parcel, or Sears Parcel, or Boston Store Parcel, or Total Property or any part thereof, or any encumbrance or lien that has been created on or attached to the Phase I Parcel (or any part of the Total Property) whether by voluntary act of TDC, Tucker, Menards, or otherwise.

22. **DELAY IN PERFORMANCE; FORCE MAJEURE.** Neither City, RACM, TDC, nor Tucker shall be considered in breach or default of its obligations under this Agreement, if there is an event of forced delay in the performance of such obligation due to fire, earthquake, war, terrorist act, flood, riot, strike, labor dispute, judicial order, public emergency or regulation, or other unforeseeable causes beyond the particular party's control and without its fault or negligence. The time for the performance of the obligation shall be extended for the period of the forced delay, as determined by Commissioner, if the party seeking the extension shall request it in writing of the other party within 10 days after the beginning of the forced delay.

23. **REMEDIES.** The parties shall have the following rights in the event of a breach or default hereunder.

A. **In General.** 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 a party hereto, that party shall, upon written notice from the other, cure or remedy such default or breach within 30 days after receipt of such notice. If the defaulting party is the City or RACM, or if the defaulting party is Tucker or TDC, **and** such breach or default occurs after payment to Tucker of all or any portion of the City Contribution, then in case the default or breach is not cured or remedied within such 30-day period, or if the default or breach is the type that cannot reasonably be cured within 30 days despite diligent effort and the party in breach is not diligently pursuing cure or has not cured or remedied within a reasonable time, the aggrieved party may institute an action for damages and 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. If the defaulting party is Tucker or TDC, and if the default or breach occurs prior to the payment of all or any portion of the City Contribution, and if the defaulting party has not remedied or cured the default or breach, or is not diligently pursuing to cure, within the time period or in the manner described above, then the remedy available to the City or RACM, shall be to terminate this Agreement (including their right and duty to make any City Contribution).

- B. **Other Rights and Remedies of City and RACM.** Neither City nor RACM shall have any obligation to make the City Contribution if any one of the Contingencies to the City Contribution has not been satisfied (regardless of whether TDC or Tucker is then in default). In accordance with subparagraph 23A, above, if TDC or Tucker is in default, City and RACM shall also have the right to institute such actions or proceedings as it (or they) may deem desirable and as shall be permitted under such subparagraph, 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 TDC and Tucker in the City Contribution.
- C. **No Waiver by Delay.** No delay by City or RACM in instituting or prosecuting any actions or proceedings or otherwise asserting its or their rights under this "Remedies" paragraph shall operate as a waiver of such rights or to deprive it (or them) of or limit such rights in any way (it being the intent of this provision that City and RACM should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this paragraph because of concepts of waiver, estoppel, laches, or otherwise to exercise such remedy at a time when it (or they) may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by City or RACM with respect to any specific default by TDC or Tucker be considered or treated as a waiver of the rights of City or RACM, except to the extent specifically waived in writing.
- D. **Termination if Not Complete on Time.** In addition to any other right City or RACM may have hereunder, if, by the Completion Deadline (as same may be or may have been extended by the force majeure provision above), the Contingencies have not all been satisfied, then City and RACM may terminate this Agreement and all City's and RACM's obligations hereunder.
- E. **Other Events of Default by TDC or Tucker.** TDC and Tucker shall be deemed to be in default and breach hereunder if any one of TDC or Tucker shall, at any time prior to full satisfaction of all the Contingencies to City or RACM making the City Contribution hereunder:
- (1) Become insolvent;
 - (2) Be unable, or admit in writing its inability to pay its debts as they become due;
 - (3) Make a general assignment for the benefit of creditors or to an agent authorized to dissolve a substantial amount of TDC's or Tucker's property;
 - (4) Become subject (voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code, and in the case of an involuntary action, such order is not vacated within 60 days after entry;
 - (5) File a petition to effect a plan or other arrangement with creditors;
 - (6) File an answer to a creditor's petition, admitting the material allegations thereof, for dissolution, reorganization, or to effect a plan or other arrangements with creditors;

- (7) Apply to a court for the appointment of a receiver for any of its assets;
- (8) Have a receiver appointed for any of its assets (with or without consent) and such receiver shall not be discharged within 60 days after appointment;
- (9) Otherwise become subject of any federal or state bankruptcy or insolvency proceedings; or
- (10) TDC, or Tucker, or any of TDC's members, or Tucker's officers and directors, are convicted of any state or federal crime involving theft, fraud, or embezzlement.

24. **CONFLICT OF INTEREST; CITY'S AND RACM'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No member, official or employee of City or RACM 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 City or RACM shall be personally liable to TDC or Tucker or any successor in interest in the event of any default or breach by City or by RACM or for any amount that may become due to TDC or Tucker (or to any successor) or on any obligations under the terms of this Agreement. No Common Council member, officer or employee of City, or board member of RACM or RACM employee, 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. No officer, director, or employee of TDC or Tucker shall be personally liable to City or RACM with respect to, or concerning, duties hereunder of the entities TDC or Tucker; providing, however, that the foregoing does not waive any right or recourse of City or of RACM (including, but not limited to, the right to restitution in a criminal case, and the right to seek to pierce the corporate veil in a civil case) in the event of fraudulent, or willful, wanton, or criminal behavior of, or intentional or gross misrepresentation by, any such individual.

25. **CITY AND RACM NOT JOINT VENTURERS.** Nothing in this Agreement shall be deemed to place City or RACM in the relationship of partner, joint venturer, or guarantor, of or with TDC or Tucker.

26. **NOTICES.** Notices required to be sent under this Agreement shall be sent to the following individuals:

A. **If to City or to RACM:**

Commissioner
 Department of City Development
 City of Milwaukee
 809 North Broadway
 Milwaukee, Wisconsin 53202

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

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

Jenny Basile
Department of City Development
809 North Broadway
Milwaukee, WI 53202

Phone: 414-286-5921
Facsimile: 414-286-5467
Email: jbasil@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 TDC or Tucker:

Richard Tucker
Tucker Development Corporation
513 Central Avenue, Suite 400
Highland Park, IL 60035

Phone: 847-926-9999, ext. 11
Facsimile: 847-926-9996
Email: rtucker@tuckerdevelopment.com

And to:

Cary Glenner
Tucker Development Corporation
513 Central Avenue, Suite 400
Highland Park, IL 60035

Phone: 847-926-9999, ext. 19
Facsimile: 847-926-9996
Email: cglenner@tuckerdevelopment.com

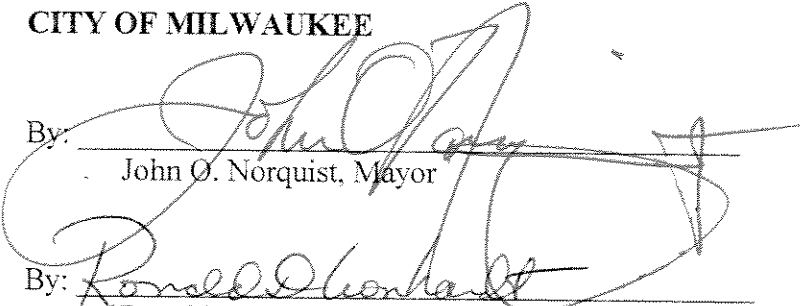
C. Notices sent by facsimile or by e-mail shall be deemed sent on the day successfully delivered so long as they are sent during non-holiday business days and business hours that City's City Hall is open for regular business and the sender receives no error message (otherwise, and so long as successfully delivered with no error message, they shall be deemed sent on the next following regular business day that City's City Hall is open for business). Notices sent by personal delivery shall be deemed sent when personally delivered. Notices sent by U.S. Mail shall be deemed sent 3 days after same are deposited, postage paid, in the U.S. Mails. Notices sent by commercial delivery service shall be deemed sent in accordance with actual delivery evidence maintained by that service.

27. **RECORDING THIS AGREEMENT.** This Agreement shall be recorded in the Milwaukee County Register of Deeds Office, at TDC's expense, against the Mall Parcel, Sears Parcel, and Boston Store Parcel to give notice of same.
28. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.
29. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may only be amended or modified in writing signed by all the parties hereto. Neither TDC nor Tucker may assign their interest in this Agreement without the advanced written consent of City and RACM.
30. **CERTAIN RULES TO CONSTRUE THIS AGREEMENT.**
 - A. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Wisconsin.
 - B. Words importing the singular number shall include the plural number and vice-versa.
 - C. The table of contents, captions, and headings herein are solely for convenience of reference only.
 - D. Words of masculine gender shall be deemed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed to include correlative words of the masculine and feminine gender.
 - E. When Commissioner review and approval, or Commissioner satisfaction, is required hereunder, such shall mean her reasonable review and approval, or, as the case may be, to her reasonable satisfaction.
 - F. If any part of this Agreement shall be found to be invalid or unenforceable by a Court of competent jurisdiction, such finding shall not affect the validity or enforceability of

any other provisions hereof which shall be given effect in the absence of the part(s) determined to be invalid or unenforceable.

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

CITY: CITY OF MILWAUKEE

By: 
John O. Norquist, Mayor

By: 
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

By: 
W. Martin Moricz, Comptroller

Up to M.D.

RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

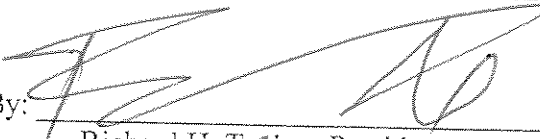
By: 

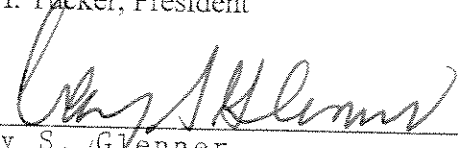
Name Printed: Tom D. Mellencamp
Title: Chairman

And By: 

Name Printed: GREGORY J. SHELKO
Title: ASST. EXEC. DIR. - SER.

TUCKER: TUCKER DEVELOPMENT CORPORATION

By: 
Richard H. Tucker, President

And By: 
Cary S. Glenner

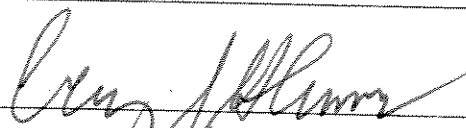
Name Printed: Cary S. Glenner
Title: Executive Vice President

TDC: TDC MILWAUKEE, LLC

By: Tucker Development Corporation

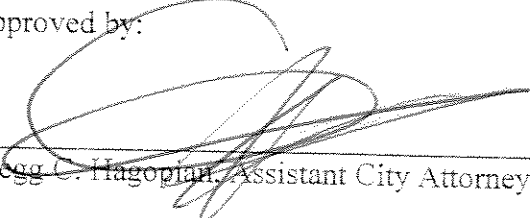
By: 

Name Printed: Richard H. Tucker
Title: President

And By: 

Name Printed: Cary S. Glenner
Title: Executive Vice President

CITY ATTORNEY'S OFFICE APPROVAL (Ord. §304-21)

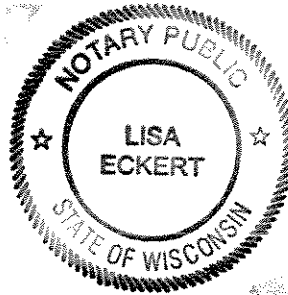
Approved by: 
Gregg C. Hagopian, Assistant City Attorney

MAYOR NOTARY

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 25th day of November, 2003, John O. Norquist, Mayor of the above-named City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Lisa Eckert
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 7/18/04

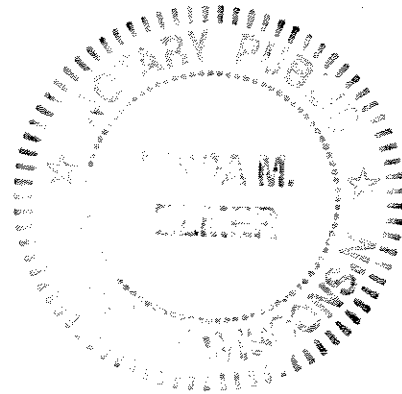


CITY CLERK NOTARY

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 25th day of Nov, 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.

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

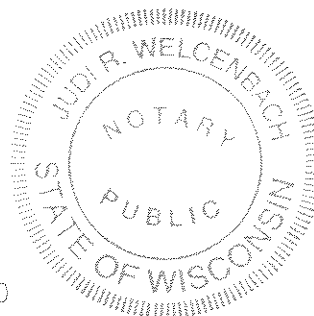


COMPTROLLER NOTARY

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

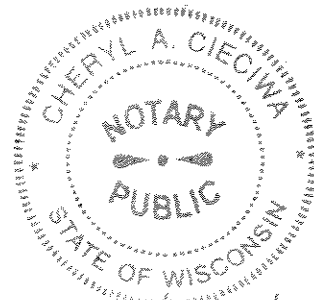
Personally came before me this 25th day of Nov, 2003, W. Martin Morics, Comptroller of the above-named City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

W. Martin Morics
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 10-14-07



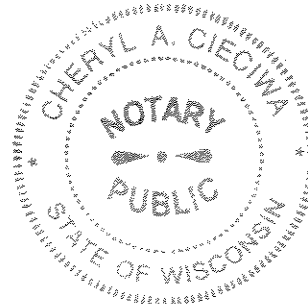
RACM NOTARY

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)



Personally came before me this 25th day of November 2003,
Tom D. Mellencamp the Chair of RACM, who by its authority and on its
behalf executed the foregoing instrument and acknowledged the same.

Cheryl A. Ciecwa
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 4/8/07



STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 25th day of November 2003,
Gregory J. Shelko the Asst Exec Dir-Sec of RACM, who by its authority and on its
behalf executed the foregoing instrument and acknowledged the same.

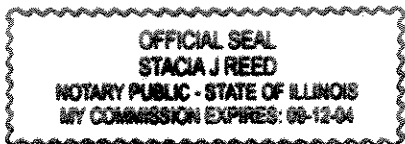
Cheryl A. Ciecwa
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 4/8/07

TUCKER (TUCKER DEVELOPMENT CORPORATION) NOTARY

STATE OF ILLINOIS)
)ss.
COUNTY OF Lake)

Personally came before me this 21st day of November 2003, Richard H. Tucker, the
President of the above-named Tucker Development Corporation, who by its authority and on its
behalf executed the foregoing instrument and acknowledged the same.

Stacia J Reed
NOTARY PUBLIC, State of ILLINOIS
My Commission Expires: 9/12/04



TUCKER (TUCKER DEVELOPMENT CORPORATION) NOTARY

STATE OF Illinois)
)ss.
COUNTY OF Lake)

Personally came before me this 21st day of November, 2003,
Cary S. Glenner, the Executive Vice President of the above-named Tucker Development Corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Stacia Reed
NOTARY PUBLIC, State of Illinois
My Commission Expires: 9/12/04

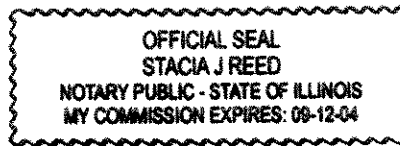


TDC (TDC MILWAUKEE, LLC) NOTARY

STATE OF Illinois)
)ss.
COUNTY OF Lake)

Personally came before me this 21st day of November, 2003,
Richard H. Tucker, President, the Manager of the above-named TDC Milwaukee, LLC, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.
of Tucker Development Corporation

Stacia Reed
NOTARY PUBLIC, State of Illinois
My Commission Expires: 9/12/04



TDC (TDC MILWAUKEE, LLC) NOTARY

STATE OF Illinois)
)ss.
COUNTY OF Lake)

Personally came before me this 21st day of November, 2003,
Cary S. Glenner, Executive Vice the Manager of the above-named TDC Milwaukee, LLC, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.
President of Tucker Development Corporation

Stacia Reed
NOTARY PUBLIC, State of Illinois
My Commission Expires: 9/12/04

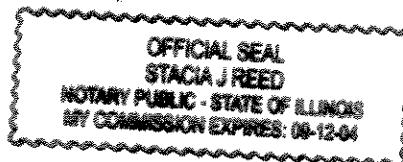


EXHIBIT A
TERM SHEET

TERM SHEET

October 27, 2003

**GRANVILLE STATION (*formerly Northridge Mall*)
REDEVELOPMENT PROJECT - PHASE I**

PROJECT:

Phase I of Granville Station (*formerly Northridge Mall*) shall consist of the total redevelopment and reconstruction of approximately 28 acres. The former Northridge Mall, together with the contiguous department stores, consists of approximately 104 acres ("Total Property"). Phase I of the project at Granville Station will include: the demolition of the former Sears Department Store buildings; associated environmental remediation; clearing, re-grading, and compacting of approximately 28 acres of the site to create sufficient area for the development of 161,640 square foot Menards, plus an outdoor Sales Area, a 61,000 square foot Pick N'Save, with a possible 15,000 square foot expansion area, to be operated by Pewaukee-based supermarket operator Roundy's, Inc., plus three additional 8,000 square foot outlots; haul away and disposal of excavated material (except as reasonably contemplated for balancing the Total Property, or portions thereof, for future phases); the construction of the aforereferenced Menards and outdoor Sales Area and Pick N'Save along with associated parking for those facilities; and the construction of additional infrastructure (the "Phase I Project Work").

DEVELOPER:

TDC Milwaukee, LLC ("TDC Milwaukee") an Illinois Limited Liability Company, is currently the owner of the former Northridge Mall, consisting of approximately 32 acres ("Mall Parcel"), which does not include the contiguous department stores. TDC Milwaukee will also acquire title to the former Sears Department Store Parcel ("Sears Parcel"), the former JC Penney Department Store Parcel ("JC Penney Parcel"), the former Boston Store Department Store Parcel ("Boston Store Parcel") and the former Younkers Department Store Parcel ("Younkers Parcel"). The Sears Parcel, together with a portion of the Mall Parcel (about 3 acres of Mall parking, more or less) and a minimal portion of the parking area on the Boston Store Parcel will be utilized for Phase I of the development. **Tucker Development Corporation**, an Illinois Corporation ("Developer") is the manager of TDC Milwaukee and will undertake the Phase I Project Work (except that Menards will undertake Menards construction).

**PHASED
DEVELOPMENT:**

It is anticipated that all or portions of the Total Property will be developed in future phases. At this time, the Project only consists of Phase I, as aforesaid (the Phase I Project Work) and will include the acquisition of the Sears Parcel, the Boston Store Parcel, the JC Penney Parcel and the Younkers Parcel. Phase I is depicted on Exhibit A attached hereto and incorporated herein.

**DEVELOPMENT
SCHEDULE:**

Developer and TDC Milwaukee are scheduled to close on the acquisition of the Sears Parcel, the Boston Store Parcel, the JC Penney Parcel and the Younkers Parcel on or about December 2, 2003. Within sixty (60) days after said acquisition by TDC Milwaukee: (a) Developer anticipates commencing the demolition of the existing structures, remediation of known environmental conditions, clearing, re-grading and compacting the site and construction of the Pick N'Save; and (b) Developer and TDC Milwaukee anticipate TDC Milwaukee conveying approximately 13.5 acres to Menards. Contemporaneously with the construction of the Pick N'Save, it is anticipated that Menards will commence construction of its facility. Said Phase I (including all Phase I Project Work) to be completed by September 1, 2005. Subsequent phases to be developed on all or portions of the Total Property will commence (either before or after completion of Phase I) in accordance with leasing activity and economic feasibility.

**CITY
CONTRIBUTION
AND CITY
REVIEW:**

The City of Milwaukee ("City") will provide the Developer with a grant in the amount of \$4.4 million (the "City Contribution") toward the cost of Phase I Project Work and toward \$328,007 of TDC Milwaukee's \$3.5 million cost to acquire the Mall Parcel. Said grant shall be subject to reduction in accordance with the "Cost Sharing" Section below, and, in any event, shall be paid to Developer only upon:

- A. Determination by the Commissioner of the City's Department of City Development (the "Commissioner") of the substantial completion of the Phase I Project Work (including substantial completion of the Pick N'Save and Menards buildings);

A-3

- B. TDC Milwaukee and Developer securing all necessary permits, licenses, consents, and approvals ("Approvals") for the Phase I Project Work to be done by Developer and Menards securing all necessary Approvals for the construction work to be done by Menards (including, but not limited to, any Approval for signage, demolition, and construction, and – if necessary - any release, waiver, consent, or approval that may be required under, or as a result of, that certain December 29, 1969 Operating Agreement affecting the Total Property, or under any exhibit or amendment thereto (the Operating Agreement, together with any exhibit or amendment thereto is herein called the "REA");
- C. Commissioner review and approval of the purchase and sale agreement (and any amendment thereto) between TDC Milwaukee and Sears regarding the Sears Parcel;
- D. TDC Milwaukee acquiring the Sears Parcel;
- E. Commissioner review and approval of the purchase and sale agreement and operating agreement (and any amendments thereto) between TDC Milwaukee and Menards;
- F. TDC Milwaukee conveying approximately 13.5 acres to Menards;
- G. TDC Milwaukee securing all requisite Approvals associated with its conveyance to Menards (including, if necessary, all Approvals that may be required under the REA, and also any Approvals that may be required under any law (including Wisconsin Statutes or local ordinance) regarding land division or land splits);
- H. Commissioner review and approval of all plans and specifications for, and the development budget for, all Phase I Project Work (including plans and specifications for Phase I Project Work to be done by Menards);
- I. Commissioner review and approval of the lease and operating agreement between TDC Milwaukee and Roundy's Inc. (and any amendment thereto) for the Pick N'Save; and
- J. Compliance with such other terms and conditions that may be set forth in a Development Agreement to be entered into among City, TDC Milwaukee and Developer (the "Development Agreement").

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**HUMAN
RESOURCE
REQUIREMENTS:**

In fulfilling its obligations under the Development Agreement, Developer will agree to perform the Residence Preference Program Provisions set forth on Exhibit B attached hereto and the Disadvantaged Business Enterprise Provisions set forth on Exhibit C attached hereto. Developer will also request that all tenants of the Project (including Roundy's Inc.) enter into a First Source recruitment agreement with an appropriate agency.

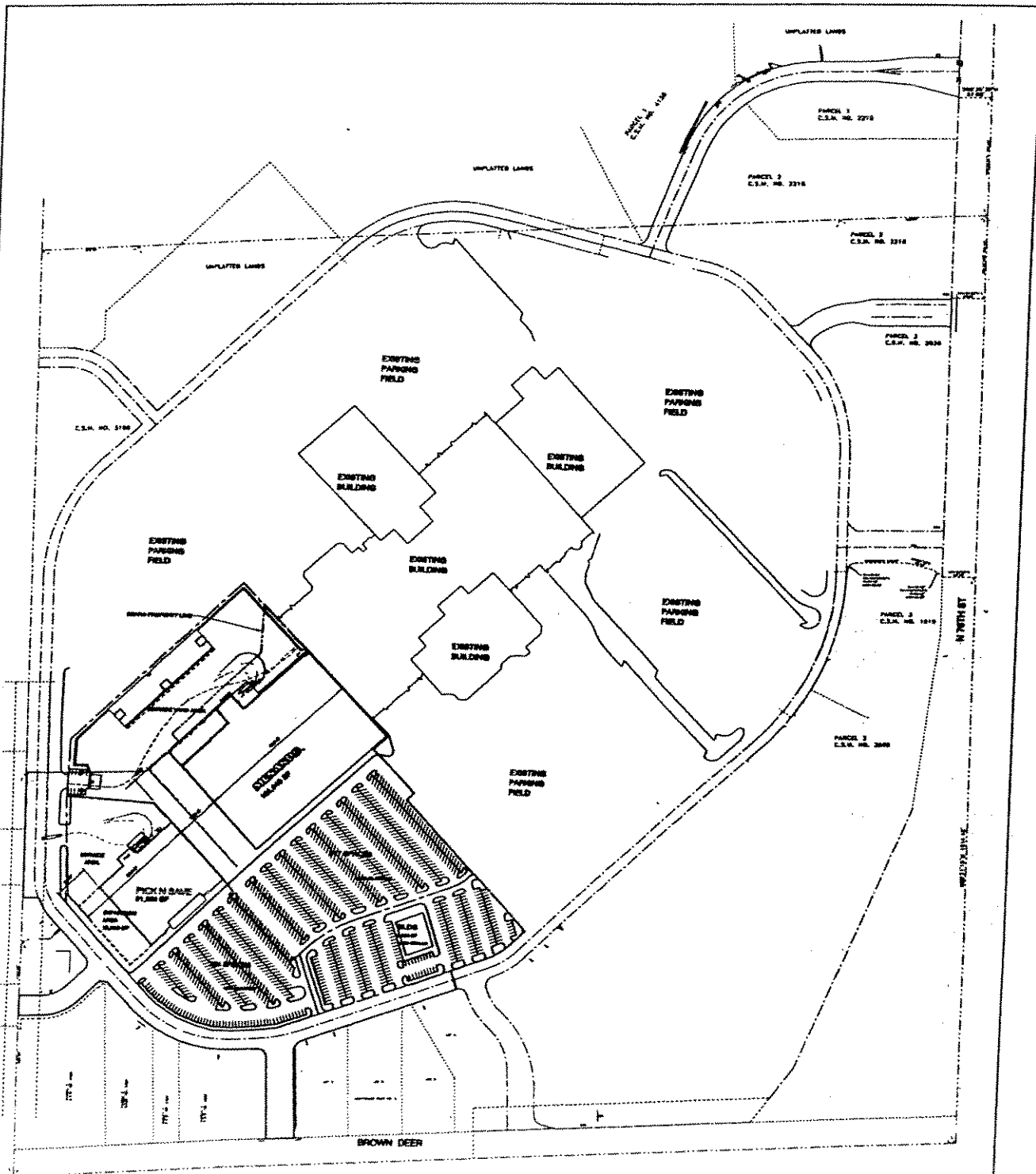
**LABOR AND
RELOCATION
STANDARDS:**

In fulfilling its obligations under the Development Agreement, Developer will comply with all applicable labor standards.

COST SHARING:

With regard to cost savings available from Phase I of Granville Station, the City will receive 50% of any net savings to TDC Milwaukee in the construction of the following: site work preparation for the Menard's pad; the parking lot and pad for Roundy's Pick N'Save; and the construction of the Roundy's Pick N'Save building. These savings to City (the "City-Savings") will be on a net basis after any and all savings have been: shared with appropriate contractors, subcontractors and other potential providers of services in conjunction with the development; and also shared in accordance with the Pick N'Save lease with Roundy's, Inc., and/or Jondex Corp. A mutually agreed-upon estimate of any such City-Savings shall be determined prior to City making the City Contribution to Developer, and, the City Contribution shall be reduced by the agreed-upon estimated City-Savings. The net amount of the City Contribution (i.e. City Contribution less estimated City-Savings) shall be disbursed to Developer after the conditions in the "City Contribution and City Review" Section above have been met. Then, upon final completion of the Phase I Project Work, the actual City-Savings shall be calculated, and the mutually agreed-upon actual amount shall then be compared to the estimated City-Savings. If the estimated City-Savings exceed the actual City-Savings, City shall disburse to Developer the difference. If, however, the actual City-Savings exceed the estimated City-Savings, Developer shall pay to City the difference.

EXHIBIT A



Lot Areas:
 Menards - ±13.82 Acres
 Pick N Save - ±6.42 Acres
 Outlots - ±2.95 Acres
 Ring Road - ±2.90 Acres

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SCHEDULE B

DEPARTMENT OF CITY DEVELOPMENT RESIDENTS PREFERENCE PROGRAM PROVISIONS

I. General

- A. The Developer is required to show that a minimum 21% of worker hours will be performed by unemployed residents of the CDBG area.
- B. The Developer shall prepare or cause to be prepared and submit or cause to be submitted accurate and timely resident utilization forms and reports as hereinafter set forth.
- C. During the performance of this contract, the City reserves the right to conduct compliance reviews. If the Developer or its contractor is not in compliance with the specifications, the City will notify the Developer or its contractor in writing of the corrective action that will bring the Developer or its contractor into compliance. If the Developer or its contractor fails or refuses to take correction action as directed, or if the Developer or its contractor, prime or sub, submits any documents which contain any false, misleading or fraudulent information, or if the Developer or its contractor or subcontractor fail to comply with this exhibit, the City may take one or more of the actions listed below:
 - 1. Withhold payments on this Agreement.
 - 2. Terminate or cancel this Agreement, in whole or in part.
 - 3. Any other remedy available to the City at law or in equity.
- D. The penalty for any person, firm or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the CDBG area within the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the CDBG area. Mere ownership of property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes or obtains a driver's license.

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B. **COMMUNITY DEVELOPMENT BLOCK GRANT AREA OR CDBG AREA** – That portion of the City of Milwaukee designated as such by the Common Council which is identified by census tracts on maps maintained at the offices of the City Clerk and the Commissioner of City Development (map attached).

C. **UNEMPLOYED** – A resident that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or has qualified since the inception of the Residence Preference Program. An individual will continue to qualify as a CDBG resident and as unemployed for at least three (3) years from the date he or she first participates in a contract entered into under the Development Agreement for the redevelopment of the Grand Avenue Project.

D. **Residency Utilization Requirements**

A. The Developer or its contractor shall utilize unemployed residents of the CDBG area in a minimum amount equal to the percentage of the worker hours stated in paragraph I.A. above. Worker hours, as specified herein, shall include work performed by persons filling apprenticeship and on-the-job training programs.

B. The contractor must submit with their bid the Proposed CDBG Resident Utilization Report (Form A). This report itemizes by job classification the proposed total worker hours, proposed number of CDBG resident worker hours and proposed number of non-CDBG worker hours the contractor plans to utilize to complete the contract.

C. An affidavit of compliance (Form B) must be submitted by the contractor with the bid which certifies that the contractor understands the provisions of the residents Preference Program described in this Exhibit.

D. The Developer or its contractor must submit an Employee Affidavit (Form C) prior to commencing work. The Employee Affidavit certifies that the employee utilized to meet the residency requirements is both unemployed and a resident of the CDBG area, as defined in Section II.A. and C.

E. The Developer or its contractor must submit biweekly the CDBG Resident Utilization Report (Form D). This report lists the name, address, race, gender, job classification and hours worked of all employees utilized on the contract.

F. The Developer or its contractor shall maintain personnel records listing the names, addresses, race and gender of its employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the CDBG area. These records shall be maintained for three (3) years after the Developer or its contractor has received final payment under the contract and shall be made available to the Commissioner of City Development upon reasonable notice.

G. Modifications or waivers of the residents preference program requirement set forth herein shall only be effective if agreed to by the City's - Emerging Business Enterprise Program Manager and the Developer in writing. Any modifications or

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waiver shall only be made on the basis of verified information that existing, qualified and available, unemployed residents of the CDBG area are insufficient to achieve the required participation.

SCHEDULE C
EMERGING BUSINESS ENTERPRISE AGREEMENT

- A. The Developer shall utilize, or cause to be utilized, Emerging Business Enterprises (“EBEs”), as defined in Chapter 360, Milwaukee Code of Ordinances, for a minimum of 18% of the total dollars necessary for the construction of the Project.
It is important to note that those businesses that were certified under the old name - Disadvantaged Business Enterprise (DBE) will continue to qualify for the program.
- B. The Developer agrees to report to the City’s - Emerging Business Enterprise Program (“EBEP”) Manager (“Manager”) on the Developer’s utilization of EBEs in its contracting activities of the Project, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the Project’s EBE participation, the City requests, and the Developer agrees to take the following steps:
1. Provide a list of all categories of work on the above-described Project with budget allowances, for which bids will be solicited and highlight those categories, based upon the Developer’s knowledge and experience, which are conducive to EBE participation prior to any bids being solicited or awarded. (Example 1.)
 2. Submit EBE Participation Form A (Exhibit ?) to the EBEP. This form must be submitted with the prime contractor’s bid.
 3. Provide the Manager with documentation supporting efforts extended to solicit bids from EBEs. Upon request, the Developer shall make information related to EBE bids available to the Manager.
 4. Submit an EBE Monthly Report – Form D to the Manager on the form attached as Attachment 1 and submit EBE Subcontractor Payment Form - E (Exhibit ?) with the final Form D on the form attached as Attachment 2.
- C. Only businesses that have been EBE or DBE certified by the City of Milwaukee - Emerging Business Enterprise Program shall be listed on the EBE monthly Report and counted towards the percentage requirements of this project. A listing of the current City certified firms can be found at the following website address:
www.ci.mil.wi.us/citygov/doa/sp/ebep/ebedirectory.htm
- D. Modifications or waivers of the EBE participation requirement set forth herein shall only be effective if agreed to by the Manager and the Developer in writing. Any such modification or waiver shall be made only on the basis of verified information that the existing, available, certified EBEs in any particular trade area or tier level are insufficient to achieve the required participation.
- E. This Agreement shall be deemed a City contract for purposes of empowering the City to impose any or all of the sanctions set forth in sec. 360-08, Milwaukee Code of Ordinances. In addition, as liquidated damages, the Developer may be liable to the City of that percentage of the total dollars necessary for the construction of the Project which represents the difference between the EBE participation required hereunder and the actual EBE participation attained.

EXAMPLE 1 CATEGORIES OF WORK

Project Name: ALBKMK REDEVELOPMENT PROJECT

EBE CONSTRUCTION/PROFESSIONAL SERVICE OPPORTUNITIES

Note: Include all costs associated with the project

<u>PROFESSIONAL SERVICES & TRADE AREA</u>	<u>BUDGET</u>	<u>EBE PERCENTAGE</u>	<u>EBE PARTICIPATION</u>
DEMOLITION	\$35,000	15%	\$5,250
PLUMBING	100,000	31%	31,000
ELECTRICAL	165,000	10%	16,500
DRYWALL	55,000	10%	5,500
HVAC EQUIPMENT**	45,000	25%	11,250
APPLIANCES	40,000	20%	8,000
LEGAL SERVICES	5,000	100%	5,000
PAINTING	30,000	10%	3,000
TOTAL	\$475,000	18%	\$85,500

EBE Minimum Requirement: \$475,000 x 18% = \$85,500

****Acceptable EBE Supplier Amount: \$85,500 x 20% = \$17,100**

Ref: I:/Common/EBEforms/CategoriesofWork

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CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
 EMERGING BUSINESS ENTERPRISE PROGRAM
 EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME: _____ CONTRACT NAME OR NUMBER: _____

START DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list below all proposed subcontractor(s) and/or material supplier(s) for this project.

EBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1. _____					

2. _____					

3. _____					

4. _____					

Authorized Signature: _____ Print Name & Title: _____

RETURN THIS FORM TO DOA-EMERGING BUSINESS ENTERPRISE PROGRAM
THIS FORM MUST BE SUBMITTED WITH THE PRIME CONTRACTORS BID.

AIP

Reviewed By: _____ PROJECT MANAGER _____ TITLE _____ Date: _____

Reviewed By: _____ BUSINESS ANALYST SENIOR (DOA) - EBE Program _____ Date: _____

DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract# _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractors Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor YTD \$: _____

(11) EBE % goal _____ and \$ goal _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach EBE Payment Certification Form (Form E).**

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID Y-T-D
TOTAL PAID TO EBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date _____ **A-13**

Note: This form should be submitted no later than the 20th of every month to DOA-Emerging Business Enterprise Program, Room 606, City Hall, 200 E. Wells, Room 606, Milwaukee, WI or fax to (414) 286-8752.

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the official Purchase Order or Contract Number, as represented on the contract or purchase order
6. List the project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Prime contractor's total dollar amount paid to each EBE firm(s), for the month being reported, for service performed and/or materials supplied.
11. List the EBE percentage goal on this project and the dollar amount.
12. List the name of the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

Ref: EBECentral/EBE Forms/Monthly Report -FormD.doc

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CITY OF MILWAUKEE – DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

EBE SUBCONTRACTOR PAYMENT CERTIFICATION

EBE Subcontractor's Firm Name: _____

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

This certificate is to be signed by the EBE subcontractor firm that was utilized in connection with the above contract, either for service performed, and/or as a supplier. Attach this form to the Prime Contractor's final FORM D (EBE Monthly Report) and return to:

Department of Administration
Emerging Business Enterprise Program
City Hall – Room 606
200 East Wells St
Milwaukee, W 53202
(or fax to 414-286-8752)

**FAILURE TO ATTACH THIS FORM WITH DBE MONTHLY REPORT (FORM D) CAN SLOW
THE PAYMENT PROCESS.**

I _____ hereby certify that our firm has received
(PLEASE PRINT NAME)

\$ _____ from _____
(PRIME CONTRACTORS NAME)

for subcontract work performed and/or material supplied on the above contract.

Signature & Title _____ Date: _____

Subcontractor

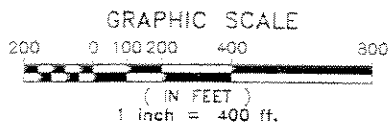
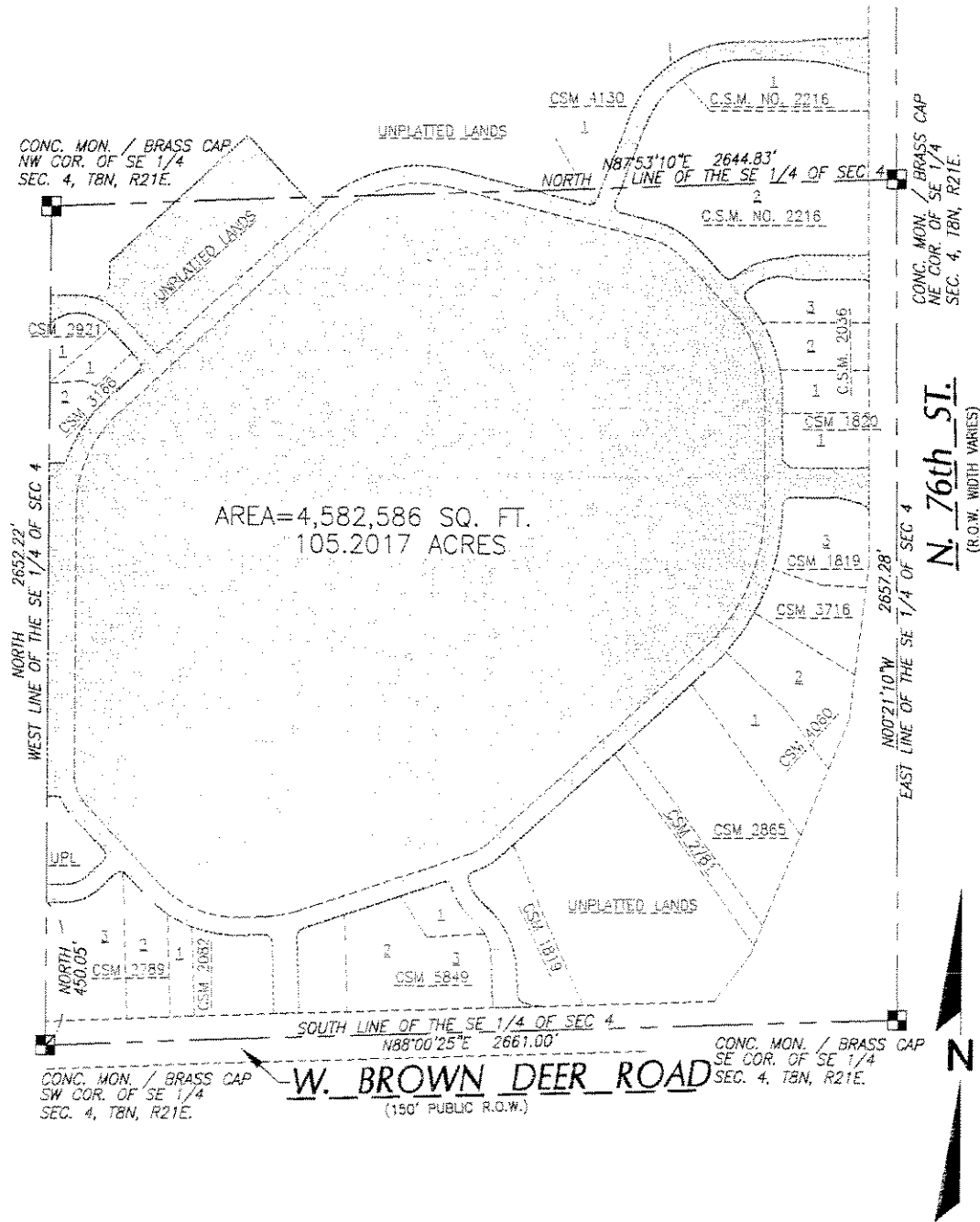
Signature & Title _____ Date: _____

Prime Contractor

**NOTE: THIS FORM MUST BE ATTACHED TO PRIME CONTRACTORS FINAL FORM D
(EBE MONTHLY REPORT)**

EXHIBIT "B"

A division of land in the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 all in Section 4, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.



National Survey & Engineering
P.L.L.C.
USE NO. 1628802/PX10114R - GIS Telephone 262-781-1000
Facsimile 262-781-8488
18745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5838
www.nsean.com

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EXHIBIT B

LEGAL DESCRIPTION OF TOTAL PROPERTY

A DIVISION OF LAND IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION 450.05 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID WEST LINE 56.16 FEET TO A POINT; THENCE EAST 56.96 FEET TO A POINT; THENCE NORTHEASTERLY 76.23 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 101.84 FEET AND WHOSE CHORD BEARS NORTH 68°33'20" EAST 74.47 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 69.23 FEET TO A POINT; THENCE NORTHEASTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 02°06'40" EAST 34.54 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 144.24 FEET TO A POINT; THENCE NORTHWESTERLY 74.97 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 189.54 FEET AND WHOSE CHORD BEARS NORTH 31°33'26" WEST 74.48 FEET TO A POINT; THENCE WEST 41.11 FEET TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH ALONG SAID WEST LINE 1057.11 FEET TO A POINT; THENCE EAST 50.67 FEET TO A POINT; THENCE NORTHEASTERLY 237.05 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 458.77 FEET AND WHOSE CHORD BEARS NORTH 32°18'31" EAST 234.42 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 137.55 FEET TO A POINT; THENCE NORTHEASTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 02°06'40" EAST 34.54 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 142.66 FEET TO A POINT; THENCE NORTHWESTERLY 113.26 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 137.74 FEET AND WHOSE CHORD BEARS NORTH 66°26'40" WEST 110.09 FEET TO A POINT; THENCE SOUTHWESTERLY 89.72 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 109.42 FEET AND WHOSE CHORD BEARS SOUTH 66°30'34" WEST 87.23 FEET TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH ALONG SAID WEST LINE 90.93 FEET TO A POINT; THENCE EAST 80.00 FEET TO A POINT; THENCE SOUTHEASTERLY 65.45 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 193.90 FEET AND WHOSE CHORD BEARS SOUTH 80°19'49" EAST 65.14 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 53.88 FEET TO A POINT; THENCE NORTH 79.16 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 586.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 315.43 FEET TO A POINT; THENCE NORTH

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47°06'40" EAST 30.00 FEET TO A POINT; THENCE NORTHEASTERLY 443.92 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 444.84 FEET AND WHOSE CHORD BEARS NORTH 75°42'00" EAST 425.73 FEET TO A POINT; THENCE SOUTH 75°42'40" EAST 424.25 FEET TO A POINT; THENCE NORTHEASTERLY 35.37 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 62°47'30" EAST 32.36 FEET TO A POINT; THENCE NORTH 21°17'40" EAST 279.18 FEET TO A POINT; THENCE NORTHEASTERLY 210.86 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 366.58 FEET AND WHOSE CHORD BEARS NORTH 37°46'23" EAST 207.97 FEET TO A POINT; THENCE NORTHEASTERLY 236.15 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 382.87 FEET AND WHOSE CHORD BEARS NORTH 71°55'18" EAST 232.43 FEET TO A POINT; THENCE NORTH 89°35'30" EAST 169.12 FEET TO A POINT; THENCE NORTH 83°38'46" EAST 106.19 FEET TO A POINT; THENCE NORTH 89°35'30" EAST 113.35 FEET TO A POINT; THENCE NORTHEASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 73°30'26" EAST 13.53 FEET TO A POINT ON THE WEST LINE OF NORTH 76TH STREET; THENCE SOUTH 00°24'30" EAST ALONG SAID WEST LINE 117.13 FEET TO A POINT; THENCE NORTHWESTERLY 11.65 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 29.42 FEET AND WHOSE CHORD BEARS NORTH 64°03'49" WEST 11.57 FEET TO A POINT; THENCE NORTH 75°24'30" WEST 120.11 FEET TO A POINT; THENCE NORTH 85°00'00" WEST 106.05 FEET TO A POINT; THENCE SOUTH 89°35'30" WEST 169.12 FEET TO A POINT; THENCE SOUTHWESTERLY 201.51 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 326.71 FEET AND WHOSE CHORD BEARS SOUTH 71°55'18" WEST 198.34 FEET TO A POINT; THENCE SOUTHWESTERLY 178.56 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 310.42 FEET AND WHOSE CHORD BEARS SOUTH 37°46'23" WEST 176.11 FEET TO A POINT; THENCE SOUTH 21°17'40" WEST 266.28 FEET TO A POINT; THENCE SOUTHEASTERLY 41.35 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 27°12'30" EAST 36.58 FEET TO A POINT; THENCE SOUTH 75°42'40" EAST 107.81 FEET TO A POINT; THENCE SOUTHEASTERLY 159.76 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 278.89 FEET AND WHOSE CHORD BEARS SOUTH 59°18'00" EAST 157.59 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 126.61 FEET TO A POINT; THENCE SOUTHEASTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 87°53'20" EAST 34.54 FEET TO A POINT; THENCE NORTHEASTERLY 167.86 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 226.11 FEET AND WHOSE CHORD BEARS NORTH 68°22'45" EAST 164.03 FEET TO A POINT; THENCE NORTH 77°47'14" EAST 51.09 FEET TO A POINT; THENCE NORTH 89°38'50" EAST 205.54 FEET TO A POINT; THENCE NORTHEASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND

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WHOSE CHORD BEARS NORTH $73^{\circ}33'54''$ EAST 13.53 FEET TO A POINT ON THE WEST LINE OF NORTH 76TH STREET; THENCE SOUTH $00^{\circ}21'10''$ EAST ALONG SAID WEST LINE 84.66 FEET TO A POINT; THENCE NORTHWESTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH $74^{\circ}16'14''$ WEST 13.53 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 205.54 FEET TO A POINT; THENCE NORTH $78^{\circ}29'34''$ WEST 51.09 FEET TO A POINT; THENCE SOUTHWESTERLY 126.17 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 169.95 FEET AND WHOSE CHORD BEARS SOUTH $68^{\circ}22'45''$ WEST 123.29 FEET TO A POINT; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $02^{\circ}06'40''$ WEST 34.54 FEET TO A POINT; THENCE SOUTHEASTERLY 324.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 436.75 FEET AND WHOSE CHORD BEARS SOUTH $21^{\circ}37'15''$ EAST 316.85 FEET TO A POINT; THENCE SOUTH $00^{\circ}21'10''$ EAST 206.11 FEET TO A POINT; THENCE SOUTH $45^{\circ}21'10''$ EAST 34.53 FEET TO A POINT; THENCE NORTH $89^{\circ}38'50''$ EAST 232.58 FEET TO A POINT; THENCE NORTHEASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH $73^{\circ}33'54''$ EAST 13.53 FEET TO A POINT ON THE WEST LINE OF NORTH 76TH STREET; THENCE SOUTH $00^{\circ}21'10''$ EAST ALONG SAID WEST LINE 136.69 FEET TO A POINT; THENCE NORTHWESTERLY 40.32 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 59.42 FEET AND WHOSE CHORD BEARS NORTH $55^{\circ}54'42''$ WEST 39.55 FEET TO A POINT; THENCE NORTH $75^{\circ}21'10''$ WEST 66.13 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 149.08 FEET TO A POINT; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $44^{\circ}38'50''$ WEST 34.54 FEET TO A POINT; THENCE SOUTHWESTERLY 572.75 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 691.39 FEET AND WHOSE CHORD BEARS SOUTH $23^{\circ}22'45''$ WEST 556.51 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 891.18 FEET TO A POINT; THENCE SOUTHWESTERLY 98.52 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 235.31 FEET AND WHOSE CHORD BEARS SOUTH $59^{\circ}06'20''$ WEST 97.80 FEET TO A POINT; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $26^{\circ}06'00''$ WEST 34.54 FEET TO A POINT; THENCE SOUTHEASTERLY 88.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 169.42 FEET AND WHOSE CHORD BEARS SOUTH $33^{\circ}54'00''$ EAST 87.70 FEET TO A POINT; THENCE SOUTHEASTERLY 242.89 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 296.68 FEET AND WHOSE CHORD BEARS SOUTH $25^{\circ}26'48''$ EAST 236.16 FEET TO A POINT; THENCE SOUTH $01^{\circ}59'36''$ EAST 68.90 FEET TO A POINT; THENCE SOUTHEASTERLY 38.51 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 29.42 FEET AND WHOSE CHORD BEARS SOUTH $39^{\circ}29'36''$ EAST 35.82 FEET TO A POINT;

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THENCE SOUTH 76°59'36" EAST 45.02 FEET TO A POINT ON THE NORTH LINE OF WEST BROWN DEER ROAD; THENCE SOUTH 88°00'25" WEST ALONG SAID NORTH LINE 142.97 FEET TO A POINT; THENCE NORTHEASTERLY 5.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 03°54'49" EAST 5.03 FEET TO A POINT; THENCE NORTH 01°59'36" WEST 152.38 FEET TO A POINT; THENCE NORTHWESTERLY 142.64 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.23 FEET AND WHOSE CHORD BEARS NORTH 25°26'48" WEST 138.69 FEET TO A POINT; THENCE NORTHWESTERLY 118.12 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 225.58 FEET AND WHOSE CHORD BEARS NORTH 33°54'00" WEST 116.77 FEET TO POINT; THENCE NORTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 63°54'00" WEST 34.54 FEET TO A POINT; THENCE SOUTH 71°06'00" WEST 452.80 FEET TO A POINT; THENCE SOUTHWESTERLY 39.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 30.60 FEET AND WHOSE CHORD BEARS SOUTH 34°33'12" WEST 36.44 FEET TO A POINT; THENCE SOUTH 01°59'36" EAST 234.04 FEET TO A POINT; THENCE SOUTHEASTERLY 5.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 07°54'03" EAST 5.03 FEET TO A POINT ON THE NORTH LINE OF WEST BROWN DEER ROAD; THENCE SOUTH 88°00'25" WEST ALONG SAID NORTH LINE 78.19 FEET TO A POINT; THENCE NORTHEASTERLY 5.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 03°54'51" EAST 5.03 FEET TO A POINT; THENCE NORTH 01°59'36" WEST 220.58 FEET TO A POINT; THENCE NORTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 46°59'36" WEST 34.54 FEET TO A POINT; THENCE SOUTH 88°00'24" WEST 71.00 FEET TO A POINT; THENCE NORTHWESTERLY 337.75 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 394.09 FEET AND WHOSE CHORD BEARS NORTH 67°26'28" WEST 327.50 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 90.00 FEET TO A POINT; THENCE NORTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 87°53'20" WEST 34.54 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 69.23 FEET TO A POINT; THENCE SOUTHWESTERLY 118.27 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 158.00 FEET AND WHOSE CHORD BEARS SOUTH 68°33'20" WEST 115.53 FEET TO A POINT; THENCE WEST 56.96 FEET TO THE POINT OF BEGINNING.

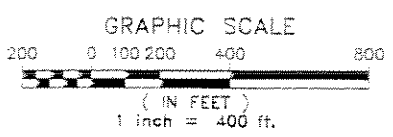
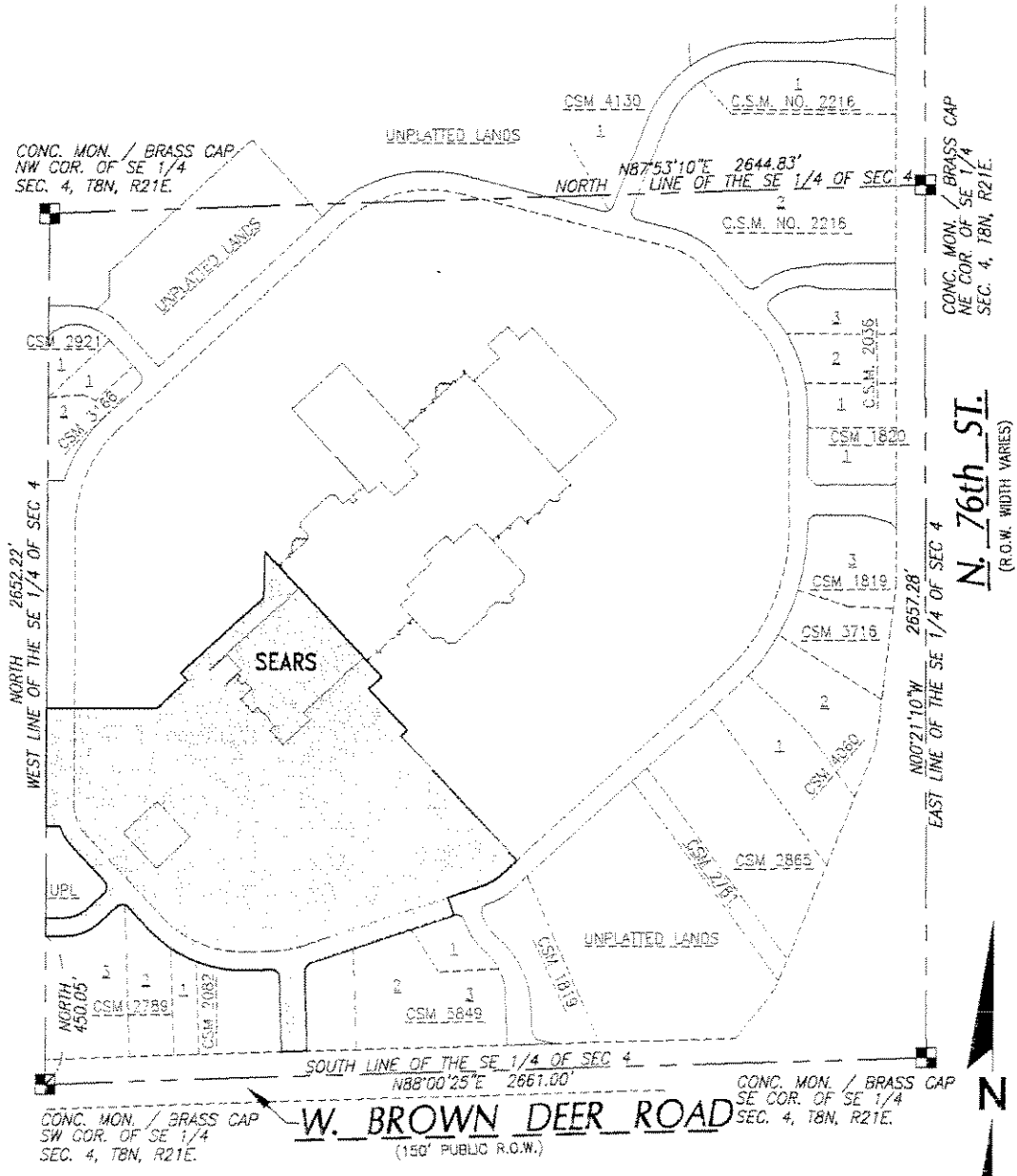
PREPARED BY: ERIC R. STURM, RLS
DATE: SEPTEMBER 26, 2003
SURVEY NO.: 160880

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EXHIBIT "C"

SITUATED ON WEST BROWN DEER ROAD, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



National Survey & Engineering

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 Brookfield, WI 53005-6838
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EXHIBIT C

LEGAL DESCRIPTION OF SEARS PARCEL

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION 784.21 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; CONTINUING THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION 358.79 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID 1/4 SECTION 334.10 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 126.93 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 30.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 339.67 FEET TO A POINT; THENCE NORTH 02°06'40" EAST 141.42 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 152.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 1.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 370.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LANDS CONVEYED BY NORTHRIDGE COMPANY TO FEDERATED DEPARTMENT STORES, INC. BY DEED DATED DECEMBER 29, 1969, WHICH POINT IS 54.17 FEET NORTH 47°06'40" EAST OF THEM MOST WESTERLY CORNER OF LANDS CONVEYED TO FEDERATED DEPARTMENT STORES, INC. BY SAID DEED; THENCE SOUTH 47°06'40" WEST 54.17 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 172.00 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 27.50 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 513.93 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 59.20 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 75.01 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 179.15 FEET AND WHOSE CHORD BEARS SOUTH 59°06'20" WEST 74.46 FEET TO A POINT; THENCE SOUTH 71°06'00" WEST 105.00 FEET TO A POINT; THENCE SOUTH 18°54'00" EAST 56.16 FEET TO A POINT; THENCE SOUTH 71°06'00" WEST 452.80 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 39.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 30.60 FEET AND WHOSE CHORD BEARS SOUTH 34°33'12" WEST 36.44 FEET TO A POINT; THENCE SOUTH 01°59'36" EAST 234.04 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHERLY 5.04 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 07°54'03" EAST 5.03 FEET TO A POINT IN THE NORTH LINE OF WEST BROWN DEER ROAD; THENCE SOUTH 88°00'25" WEST ALONG THE NORTH LINE OF WEST BROWN DEER ROAD 78.19 FEET TO A POINT; THENCE NORTHERLY 5.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 03°54'51" EAST 5.03 FEET TO A POINT; THENCE NORTH 01°59'36" WEST 220.58 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD

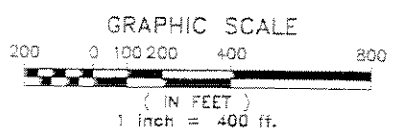
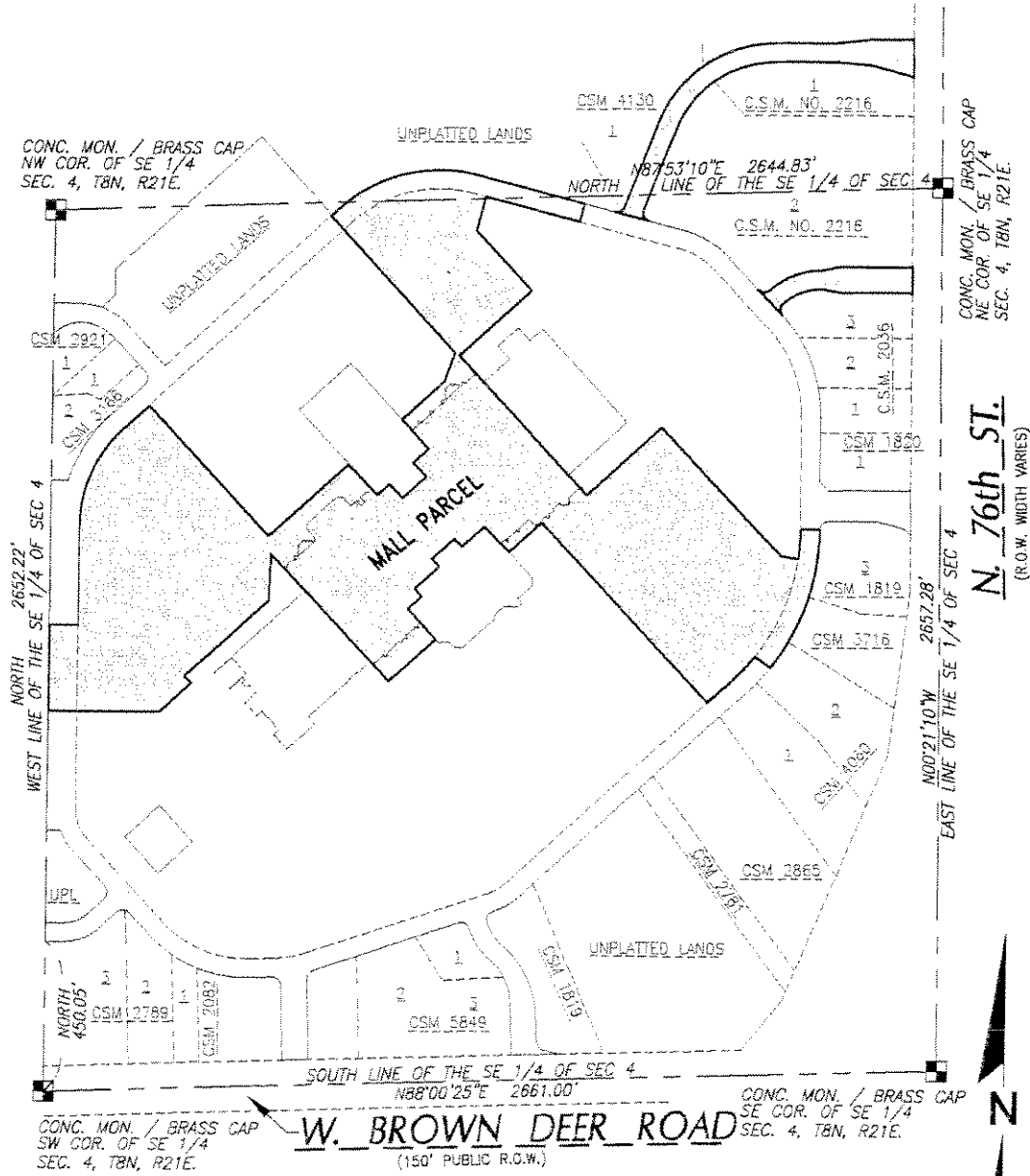
BEARS NORTH 46°59'36" WEST 34.54 FEET TO A POINT; THENCE SOUTH 88°00'24" WEST 71.00 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHWESTERLY 337.75 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 394.09 FEET AND WHOSE CHORD BEARS NORTH 67°26'28" WEST 327.51 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 90.00 FEET TO A POINT; THENCE WESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 87°53'20" WEST 34.54 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 69.23 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE WESTERLY 118.27 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 158.00 FEET AND WHOSE CHORD BEARS SOUTH 68°33'20" WEST 115.53 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID 1/4 SECTION 56.96 FEET TO A POINT IN THE WEST LINE OF SAID 1/4 SECTION, SAID POINT BEING 450.05 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION 56.16 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID 1/4 SECTION 56.96 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE EASTERLY 76.23 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 101.84 FEET AND WHOSE CHORD BEARS NORTH 68°33'20" EAST 74.47 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 69.23 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 02°06'40" EAST 34.54 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 144.24 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHWESTERLY 74.97 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 189.54 FEET AND WHOSE CHORD BEARS NORTH 31°33'26" WEST 74.48 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID 1/4 SECTION 41.11 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED.

PREPARED BY; ERIC R. STURM, RLS
DATE: SEPTEMBER 26, 2003
SURVEY NO.: 160880

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EXHIBIT "D"

A division of land in the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 all in Section 4, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.



National Survey & Engineering

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www.nsa.com

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EXHIBIT D

LEGAL DESCRIPTION OF MALL PARCEL

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; RUNNING THENCE NORTH $00^{\circ}21'10''$ WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1614.48 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 87.00 FEET TO A POINT; THENCE NORTHWESTERLY 40.32 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 59.42 FEET AND WHOSE CHORD BEARS NORTH $55^{\circ}54'42''$ WEST 39.55 FEET TO A POINT; THENCE NORTH $75^{\circ}21'10''$ WEST 66.13 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 149.08 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $44^{\circ}38'50''$ WEST 34.54 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTHERLY 452.75 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 691.39 FEET AND WHOSE CHORD BEARS SOUTH $18^{\circ}24'25''$ WEST 444.70 FEET TO A POINT; THENCE NORTH $52^{\circ}50'00''$ WEST 56.16 FEET TO A POINT; THENCE SOUTHWESTERLY 110.25 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 635.23 FEET AND WHOSE CHORD BEARS SOUTH $42^{\circ}08'20''$ WEST 110.11 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 88.48 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 735.93 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 133.17 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 30.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 1.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 76.25 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 92.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 32.42 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 89.33 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 32.42 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 100.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 32.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 56.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 71.25 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 1.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 53.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 189.33 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 370.00 FEET TO A POINT THENCE SOUTH $47^{\circ}06'40''$ WEST 1.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 152.00 FEET TO A POINT; THENCE SOUTH $02^{\circ}06'40''$ WEST 141.42 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 339.67 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 30.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 126.93 FEET TO A POINT; THENCE WEST AT RIGHT-ANGLES TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 334.10 FEET TO POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF

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SAID SECTION SAID POINT BEING 1143.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 260.29 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 85.58 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 300.00 FEET TO THE POINT OF BEGINNING OF CURVE; THENCE NORTHEASTERLY 331.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 402.61 FEET AND WHOSE CHORD BEARS NORTH 23°33'20" EAST 321.80 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 103.38 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 532.42 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 324.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 102.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 1.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 24.16 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 49.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 57.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 96.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 57.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 61.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 51.33 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 1.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 68.00 TO A POINT; THENCE NORTH 47°06'40" EAST 170.00 FEET TO A POINT; THENCE NORTH 19°42'12" EAST 91.24 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 553.41 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 33.17 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE EASTERLY 443.92 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH WHOSE RADIUS IS 444.84 FEET AND WHOSE CHORD BEARS NORTH 75°42'00" EAST 425.73 FEET TO A POINT; THENCE SOUTH 75°42'40" EAST 330.00 FEET TO A POINT; THENCE SOUTH 14°17'20" WEST 56.16 FEET TO A POINT; THENCE NORTH 75°42'40" WEST 290.00 FEET TO A POINT; THENCE SOUTH 14°17'20" WEST 104.29 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 244.11 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 289.17 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 566.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 304.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 525.66 FEET TO A POINT; THENCE SOUTH 82°14'06" EAST 49.50 FEET TO A POINT ON A CURVE; THENCE NORTHERLY 90.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 635.23 FEET AND WHOSE CHORD BEARS NORTH 03°42'22" EAST 89.93 FEET TO A POINT; THENCE NORTH 89°38'50" EAST 56.16 FEET TO THE POINT OF BEGINNING OF THE LAND DESCRIBED.

ALSO

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°24'30" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 328.45 FEET TO A POINT; THENCE SOUTH

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89°35'30" WEST 87.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHWESTERLY 11.65 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 29.42 FEET AND WHOSE CHORD BEARS NORTH 64°03'49" WEST 11.57 FEET TO A POINT; THENCE NORTH 75°24'30" WEST 120.11 FEET TO A POINT; THENCE NORTH 85°00'00" WEST 106.05 FEET TO A POINT; THENCE SOUTH 89°35'30" WEST 169.12 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 201.53 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 326.71 FEET AND WHOSE CHORD BEARS SOUTH 71°55'18" WEST 198.35 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 178.56 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 310.42 FEET AND WHOSE CHORD BEARS SOUTH 37°46'23" WEST 176.11 FEET TO A POINT; THENCE SOUTH 21°17'40" WEST 266.28 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHEASTERLY 41.35 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 27°12'27" EAST 36.58 FEET TO A POINT; THENCE NORTH 75°42'40" WEST 105.79 FEET TO A POINT; THENCE NORTHEASTERLY 35.37 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 62°47'30" EAST 32.36 FEET TO A POINT; THENCE NORTH 21°17'40" EAST 279.18 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHEASTERLY 210.86 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 366.58 FEET AND WHOSE CHORD BEARS NORTH 37°46'23" EAST 207.97 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 236.17 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 382.87 FEET AND WHOSE CHORD BEARS NORTH 71°55'18" EAST 232.45 FEET TO A POINT; THENCE NORTH 89°35'30" EAST 169.12 FEET TO A POINT; THENCE NORTH 83°38'46" EAST 106.19 FEET TO A POINT; THENCE NORTH 89°35'30" EAST 113.35 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHEASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 73°30'26" EAST 13.53 FEET TO A POINT; THENCE SOUTH 00°24'30" EAST ON A LINE WHICH LIES 87.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 117.13 FEET TO THE POINT OF BEGINNING.

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ALSO

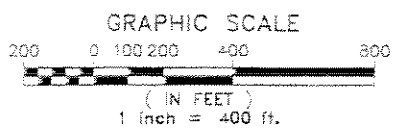
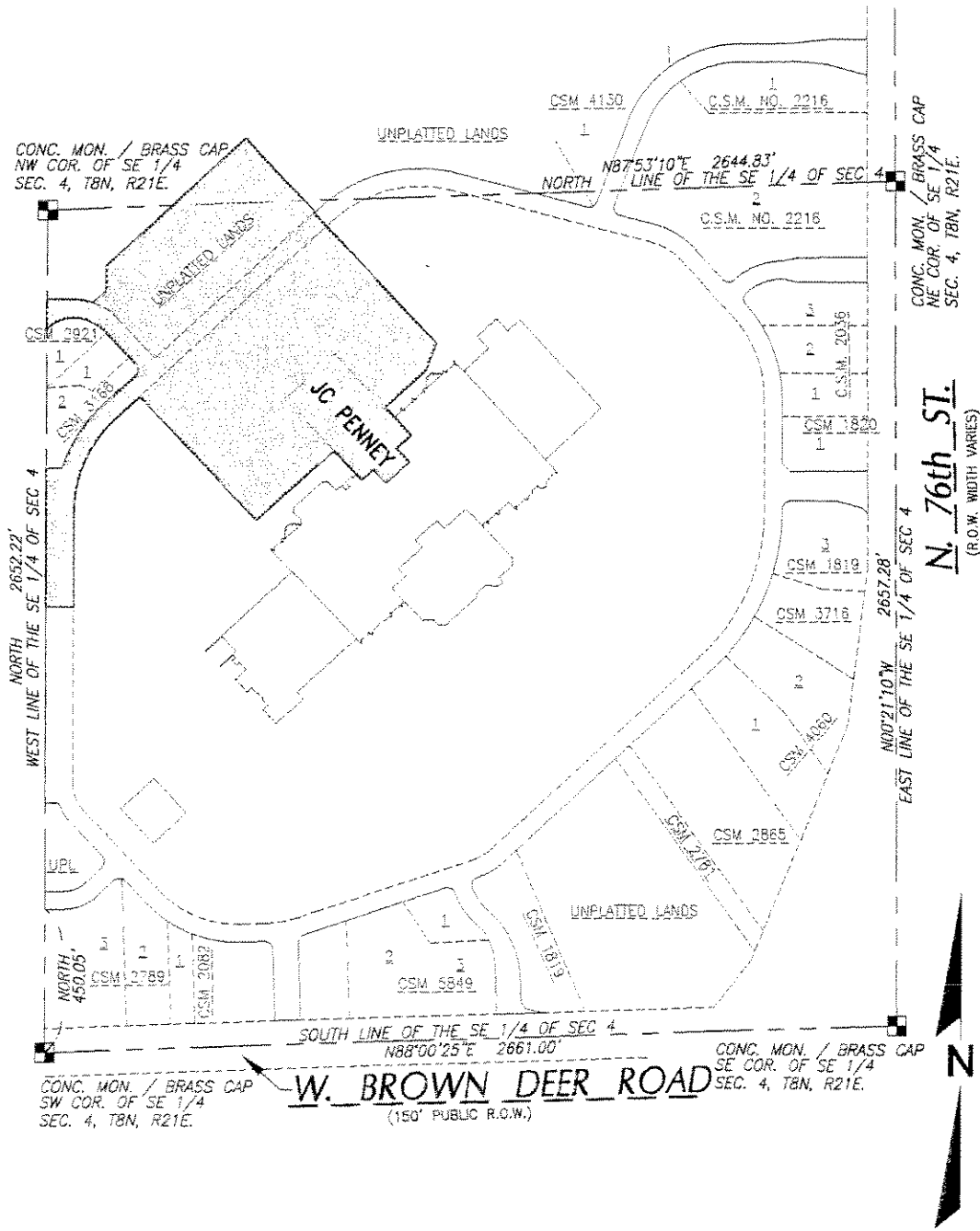
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4 TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; RUNNING THENCE SOUTH $00^{\circ}21'10''$ EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 234.42 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 87.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; RUNNING THENCE SOUTH $00^{\circ}21'10''$ EAST ALONG A LINE WHICH IS 87.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 84.66 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH $74^{\circ}16'14''$ WEST 13.53 FEET TO A POINT; THENCE SOUTH $89^{\circ}38'50''$ WEST 205.54 FEET TO A POINT; THENCE NORTH $78^{\circ}29'34''$ WEST 51.09 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 126.17 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 169.95 FEET AND WHOSE CHORD BEARS SOUTH $68^{\circ}22'45''$ WEST 123.29 FEET TO A POINT; THENCE SOUTHERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $02^{\circ}06'40''$ WEST 34.54 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 105.00 FEET TO A POINT; THENCE EASTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH $87^{\circ}53'20''$ EAST 34.54 FEET TO A POINT; THENCE NORTHEASTERLY 167.86 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 226.11 FEET AND WHOSE CHORD BEARS NORTH $68^{\circ}22'45''$ EAST 164.04 FEET TO A POINT; THENCE NORTH $77^{\circ}47'14''$ EAST 51.09 FEET TO A POINT; THENCE NORTH $89^{\circ}38'50''$ EAST 205.54 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE EASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH $73^{\circ}33'54''$ EAST 13.53 FEET TO THE POINT OF BEGINNING OF THE LAND DESCRIBED.

PREPARED BY: ERIC R. STURM, RLS
DATE: SEPTEMBER 26, 2003
SURVEY NO.: 160880

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EXHIBIT "E"


A DIVISION OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.



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EXHIBIT E

LEGAL DESCRIPTION OF PENNEY PARCEL

A DIVISION OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION 1403.29 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID WEST LINE 438.03 FEET TO A POINT; THENCE EAST 50.67 FEET TO A POINT; THENCE NORTHEASTERLY 237.05 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 458.77 FEET AND WHOSE CHORD BEARS NORTH $32^{\circ}18'31''$ EAST 234.42 FEET TO A POINT; THENCE NORTH $47^{\circ}06'40''$ EAST 137.55 FEET TO A POINT; THENCE NORTHEASTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH $02^{\circ}06'40''$ EAST 34.54 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 142.66 FEET TO A POINT; THENCE NORTHWESTERLY 113.26 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 137.74 FEET AND WHOSE CHORD BEARS NORTH $66^{\circ}26'40''$ WEST 110.09 FEET TO A POINT; THENCE SOUTHWESTERLY 89.72 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 109.42 FEET AND WHOSE CHORD BEARS SOUTH $66^{\circ}30'34''$ WEST 87.23 FEET TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH ALONG SAID WEST LINE 90.93 FEET TO A POINT; THENCE EAST 80.00 FEET TO A POINT; THENCE SOUTHEASTERLY 65.45 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 193.90 FEET AND WHOSE CHORD BEARS SOUTH $80^{\circ}19'49''$ EAST 65.14 FEET TO A POINT; THENCE NORTH $47^{\circ}06'40''$ EAST 53.88 FEET TO A POINT; THENCE NORTH 79.16 FEET TO A POINT; THENCE NORTH $47^{\circ}06'40''$ EAST 586.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 315.43 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 3.17 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 553.41 FEET TO A POINT; THENCE SOUTH $19^{\circ}42'12''$ WEST 91.24 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 170.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 68.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 1.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 51.33 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 61.00 FEET TO A POINT; THENCE SOUTH $42^{\circ}53'20''$ EAST 57.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 96.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 57.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 49.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 24.16 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 1.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 102.00 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 324.00 FEET TO A POINT; THENCE NORTH $42^{\circ}53'20''$ WEST 532.42 FEET TO A POINT; THENCE SOUTH $47^{\circ}06'40''$ WEST 103.38 FEET TO A POINT; THENCE SOUTHWESTERLY 331.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS

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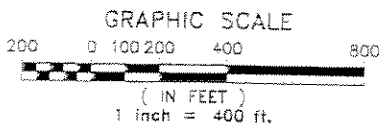
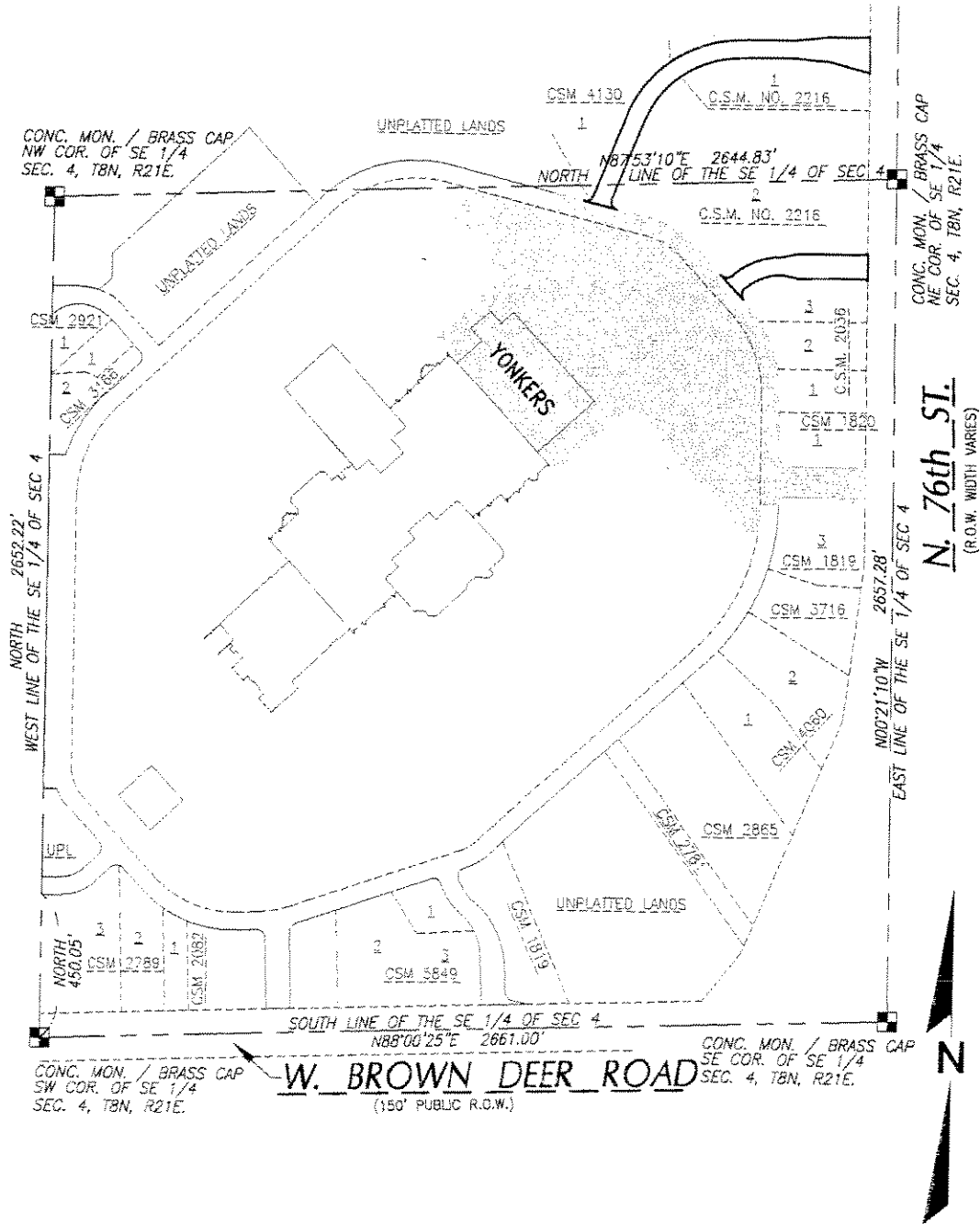
IS 402.61 FEET AND WHOSE CHORD BEARS SOUTH 23°33'20" WEST 321.80 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 300.00 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 85.58 FEET TO THE POINT OF BEGINNING.

PREPARED BY: ERIC R. STURM, RLS
DATE: SEPTEMBER 26, 2003
SURVEY NO: 160880

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EXHIBIT "F"

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.



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EXHIBIT F

LEGAL DESCRIPTION OF YONKERS/PALERMO PARCEL

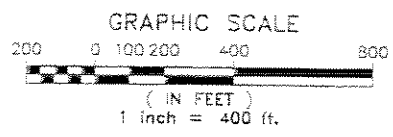
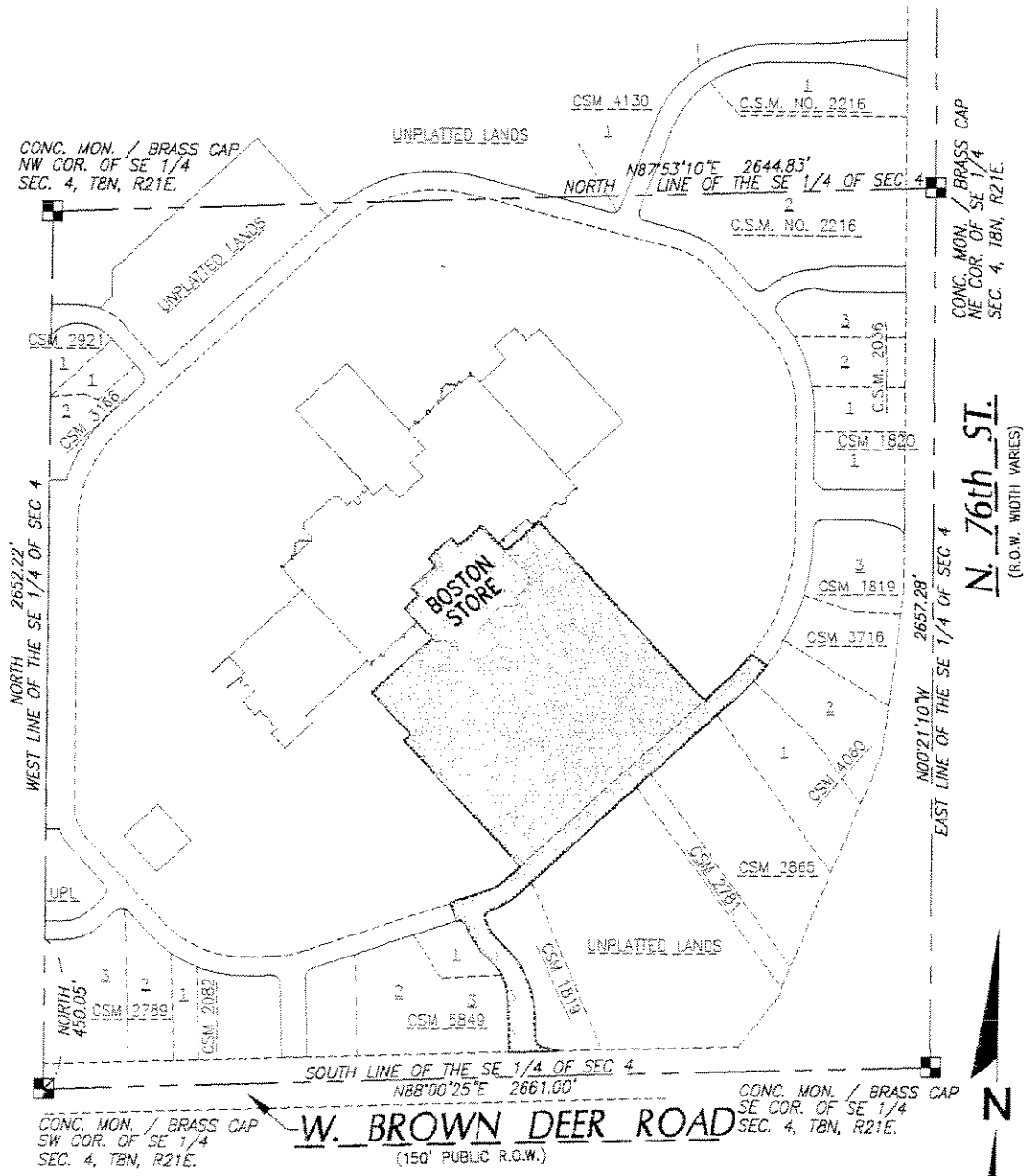
THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°21'10" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1614.48 FEET TO A POINT; THENCE SOUTH 89°38'50" WEST 87.00 FEET TO A POINT ON THE WEST LINE OF NORTH 76TH STREET AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTHWESTERLY 40.32 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 59.42 FEET AND WHOSE CHORD BEARS NORTH 55°54'42" WEST 39.55 FEET TO A POINT; THENCE NORTH 75°21'10" WEST 66.13 FEET TO A POINT; THENCE SOUTH 89°38'50" WEST 149.08 FEET A POINT; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 44°38'50" WEST 34.54 FEET TO A POINT; THENCE SOUTH 89°38'50" WEST 56.16 FEET TO A POINT; THENCE SOUTHERLY 90.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 635.23 FEET AND WHOSE CHORD BEARS SOUTH 03°42'22" WEST 89.93 FEET TO A POINT; THENCE NORTH 82°14'06" WEST 49.50 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 525.66 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 304.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 566.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 289.17 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 244.11 FEET TO A POINT; THENCE NORTH 14°17'20" EAST 104.29 FEET TO A POINT; THENCE SOUTH 75°42'40" EAST 290.00 FEET TO A POINT; THENCE NORTH 14°17'20" EAST 56.16 FEET TO A POINT; THENCE SOUTH 75°42'40" EAST 307.85 FEET TO A POINT; THENCE SOUTHEASTERLY 159.76 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 278.89 FEET AND WHOSE CHORD BEARS SOUTH 59°18'00" EAST 157.59 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 231.61 FEET TO A POINT; THENCE SOUTHEASTERLY 324.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 436.75 FEET AND WHOSE CHORD BEARS SOUTH 21°37'15" EAST 316.85 FEET TO A POINT; THENCE SOUTH 00°21'10" EAST 206.11 FEET TO A POINT; THENCE SOUTH 45°21'10" EAST 34.53 FEET TO A POINT; THENCE NORTH 89°38'50" EAST 232.58 FEET TO A POINT; THENCE NORTHEASTERLY 13.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 73°33'54" EAST 13.53 FEET TO A POINT ON THE WEST LINE OF NORTH 76TH STREET; THENCE SOUTH 00°21'10" EAST ALONG SAID WEST LINE 136.69 FEET TO THE POINT OF BEGINNING.

PREPARED BY: ERIC R. STURM, RLS
DATE: SEPTEMBER 29, 2003
SURVEY NO: 160880

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EXHIBIT "G"

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



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 www.nse.com

G-1

EXHIBIT G

LEGAL DESCRIPTION OF BOSTON STORE PARCEL

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH 00°21'10" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1614.48 FEET TO A POINT; THENCE SOUTH 89°38'50" WEST 87.00 FEET TO A POINT; THENCE NORTHEASTERLY 40.32 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 59.42 FEET AND WHOSE CHORD BEARS NORTH 55°54'42" WEST 39.55 FEET TO A POINT; THENCE NORTH 75°21'10" WEST 66.13 FEET TO A POINT; THENCE SOUTH 89°38'50" WEST 149.08 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 44°38'50" WEST 34.54 FEET TO A POINT; THENCE SOUTHERLY 452.75 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 691.39 FEET AND WHOSE CHORD BEARS SOUTH 18°24'25" WEST 444.70 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTHWESTERLY 120.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 691.39 FEET AND WHOSE CHORD BEARS SOUTH 42°08'20" WEST 119.85 FEET TO A POINT; THENCE SOUTH 47°06'40" WEST 891.18 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 98.52 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 235.31 FEET AND WHOSE CHORD BEARS SOUTH 59°06'20" WEST 97.80 FEET TO A POINT; THENCE SOUTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS SOUTH 26°06'00" WEST 34.54 FEET TO A POINT; THENCE SOUTHERLY 88.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 169.42 FEET AND WHOSE CHORD BEARS SOUTH 33°54'00" EAST 87.70 FEET TO A POINT; THENCE SOUTHERLY 242.89 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 296.68 FEET AND WHOSE CHORD BEARS SOUTH 25°26'48" EAST 236.16 FEET TO A POINT; THENCE SOUTH 01°59'36" EAST 68.90 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE SOUTHEASTERLY 38.51 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 29.42 FEET AND WHOSE CHORD BEARS SOUTH 39°29' 36" EAST 35.82 FEET TO A POINT; THENCE SOUTH 76°59'36" EAST 45.02 FEET TO A POINT IN THE NORTH LINE OF WEST BROWN DEER ROAD; THENCE SOUTH 88°00'25" WEST ALONG THE NORTH LINE OF WEST BROWN DEER ROAD 142.97 FEET TO A POINT; THENCE NORTHERLY 5.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 03°54'49" EAST 5.03 FEET TO A POINT; THENCE NORTH 01°59'36" WEST 152.38 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHERLY 142.64 FEET ALONG THE ARC OF A

CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 174.23 FEET AND WHOSE CHORD BEARS NORTH 25°26'48" WEST 138.69 FEET TO A POINT; THENCE NORTHERLY 118.11 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 225.58 FEET AND WHOSE CHORD BEARS NORTH 33°54'00" WEST 116.77 FEET TO A POINT; THENCE NORTHWESTERLY 38.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 24.42 FEET AND WHOSE CHORD BEARS NORTH 63°54'00" WEST 34.54 FEET TO A POINT; THENCE NORTH 18°54'00" WEST 56.16 FEET TO A POINT; THENCE NORTH 71°06'00" EAST 105.00 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHEASTERLY 75.01 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 179.15 FEET AND WHOSE CHORD BEARS NORTH 59°06'20" EAST 74.46 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 59.20 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 513.93 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 27.50 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 172.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 243.50 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 53.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 1.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 71.25 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 56.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 32.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 100.00 FEET TO A POINT; THENCE NORTH 42°53'20" WEST 32.42 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 89.33 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 32.42 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 92.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 76.25 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 1.00 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 30.00 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 133.17 FEET TO A POINT; THENCE SOUTH 42°53'20" EAST 735.93 FEET TO A POINT; THENCE NORTH 47°06'40" EAST 88.48 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHEASTERLY 110.25 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 635.23 FEET AND WHOSE CHORD BEARS NORTH 42°08'20" EAST 110.11 FEET TO A POINT; THENCE SOUTH 52°50'00" EAST 56.16 FEET TO THE POINT OF BEGINNING OF THE LAND DESCRIBED.

PREPARED BY: ERIC R. STURM, RLS
DATE: SEPTEMBER 26, 2003
SURVEY NO: 160880

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EXHIBIT H

PHASE I DEPICTION

H-1

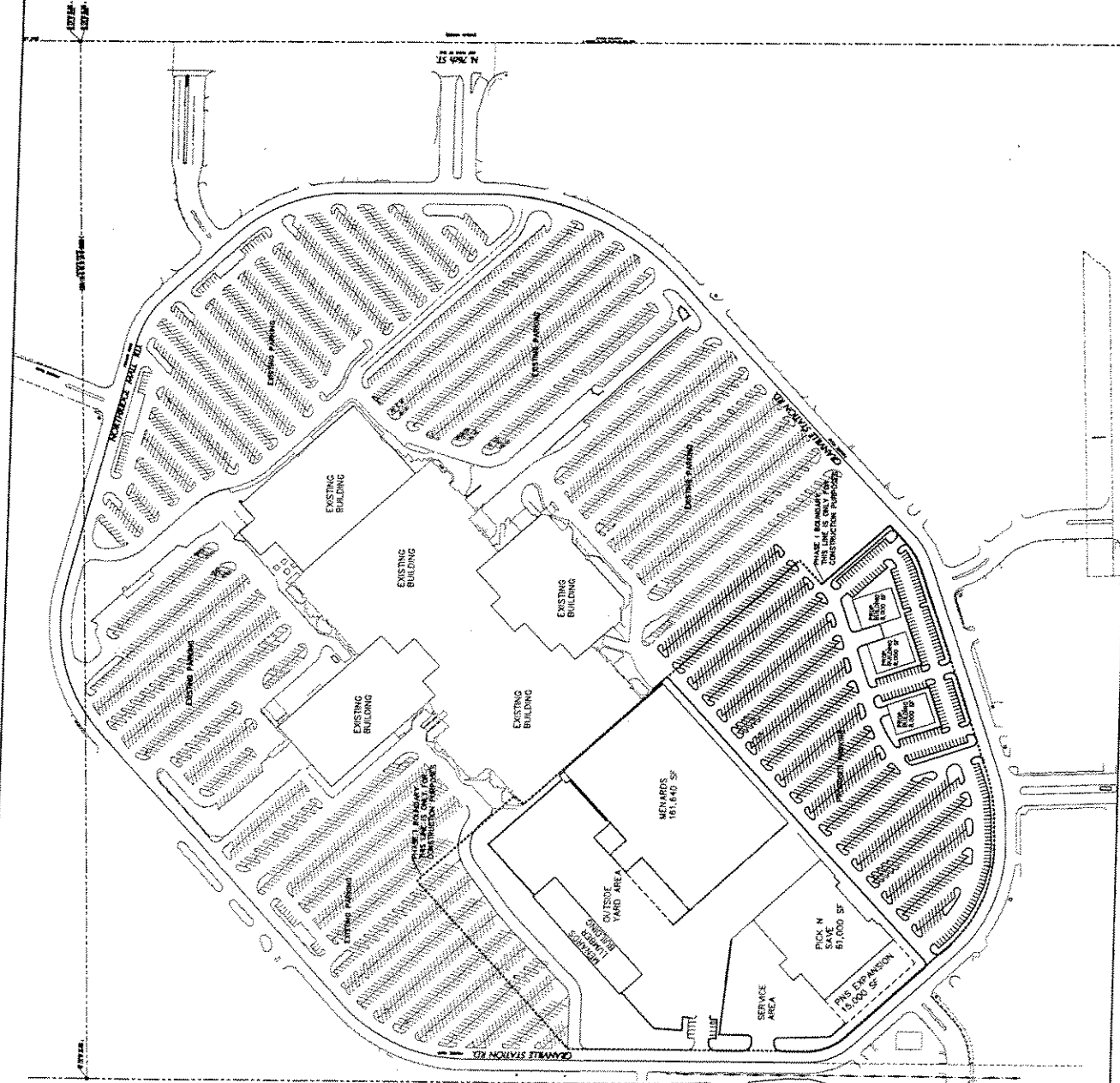
EXHIBIT H

PROJECT: GRANVILLE STATION
 GRANVILLE STATION
 MILWAUKEE, WISCONSIN

SITE PLAN

Michael Barry & Engineering
 1000 N. 10th St.
 Milwaukee, WI 53233
 Phone: 414.224.1100
 Fax: 414.224.1101

DATE: 10/11/03
 DRAWN BY: [Signature]



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 EX. H.

EXHIBIT I

INSURANCE-COVERAGE REQUIREMENTS

- a. During the process of construction of the Phase I Project Work, a policy of builder's risk completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief hazard insurance covering the Project in an amount which is not less than 100% of the replacement cost of the improvements, with loss payable endorsements in favor of City and RACM or any of their assigns, with a provision that such coverage will not be terminated without at least thirty (30) days prior written notice to City and RACM and such other or special coverages as City, in Commissioner's discretion, may require, including but not limited to Contractor's Multiple Perils and Public Liability coverages.
- b. Appropriate Worker's Compensation coverage maintained in force.
- c. A certificate evidencing a public liability policy in an amount acceptable to City's Commissioner, but not less than \$3,000,000.00, protecting the property title holder, and naming City and RACM as additional insureds, with a provision that such coverage will not be terminated without at least thirty (30) days prior written notice to City.
- d. After completion of construction of each building on the Phase-I Parcel, and prior to the use and occupancy thereof, fire, extended coverage, vandalism and malicious mischief hazard insurance on the Project in at least an amount which is not less than 100% of the replacement cost of the improvements, with loss payable endorsements in favor of City and RACM or any of their assigns, with a provision that such coverage will not be terminated without at least thirty (30) days prior written notice to City and RACM, and such other or special coverages as City, in Commissioner's discretion, may require, including twelve (12) months Rent Loss and/or Business Interruption coverage and Public Liability coverage.
- e. Upon Commissioner's request, she shall be provided with evidence of payment of premium for any insurance required hereunder.

EXHIBIT J

CERTIFICATE OF COMPLETION

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CERTIFICATE
OF COMPLETION

Document Number

Document Title

CERTIFICATE OF COMPLETION

Recording Area

Name and Return Address

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren, S.C.
1000 North Water Street, Ste. 2100
Milwaukee, WI 53203-3400

032-9997-114;

032-9997-115; and 032-9997-111.

Parcel Identification Number (PIN)

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Urban Renewal Project:	Phase I Project Work, part of TID-51, Granville Station (formerly known as Northridge Mall)
Property Addresses:	<p>Sears Parcel, 032-9997-114, 7700-7700S West BrownDeer Road, <u>Exhibit C</u> Mall Parcel, 032-9997-115, 7700-7700M West BrownDeer Road, <u>Exhibit D</u> Penney Parcel, 032-9997-113, 7700-7700P West BrownDeer Road, <u>Exhibit E</u> Yonkers/Palermo Parcel, 032-9997-112, 7700-7700G West BrownDeer Road, <u>Exhibit F</u> Boston Store Parcel, 032-9997-111, 7700-7700F West Brown Deer Road, <u>Exhibit G</u></p> <p>In turn, all of the above parcels together constitute the Total Property, described on <u>Exhibit B</u>.</p> <p>The Phase I Project Work involves the Sears Parcel and parts of the Mall Parcel and Boston Store Parcel.</p>
Redeveloper:	TDC Milwaukee, LLC and Tucker Development Corporation
Granville Station Development Agreement (herein called the "Development Agreement")	Dated as of _____, 2003, recorded on _____, 2003 as Document No. _____, Reel _____, Image _____
Legal Descriptions:	Legal descriptions are attached hereto, as Exhibits B - G (there is no Exhibit A).

THIS IS TO CERTIFY that the undersigned, on behalf of the City of Milwaukee ("City"), caused the inspection of the above-described Sears Parcel, Mall Parcel, and Boston Store Parcel, and physical improvements constructed thereon, and that, per paragraph 20 of the above-referenced Development Agreement, the Contingencies to the City Contribution have been satisfied, there has been a final reconciliation with respect to City-Savings, and the Development Agreement may, and hereby is, removed of record.

Upon recording of this CERTIFICATE, the Sears Parcel, Mall Parcel, and Boston Store Parcel shall specifically be "released" of record from the Development Agreement. As among Redeveloper, City and the Redevelopment Authority of the City of Milwaukee (and their respective successors and assigns), however, the Development Agreement provisions shall otherwise remain in place and in force

Dated at Milwaukee, Wisconsin this _____ Day of _____, 200__.

CITY OF MILWAUKEE

By:

Commissioner of the City's
Department of City Development

Name Printed:

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STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200__, _____, the Commissioner of the City of Milwaukee's Department of City Development, to me known to be the person who executed the foregoing instrument, and to me known to be such Commissioner, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the City by its authority.

(Seal)

This document was drafted by
the Department of City Development.

Notary Public
Milwaukee County, Wisconsin
My commission _____

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