DISCLOSURE MATERIALS

RIVERWALK PLAZA CONDOMINIUM

Milwaukee, Wisconsin

HISTORIC RIVERWALK PLAZA, LLC.

5526 W. CAPITOL DRIVE, MILWAUKEE, WI 53216
414.874.2270.....414.873.6323 (FAX)

Friday, February 25, 2000

Mr. George Hanold, President
Riverwalk Plaza Condominium Association
Unit #33
141 N. Water Street
Milwaukee, WI 53202
(414) 291-7778

Re: Boat Slip

Dear George:

Attached is the limited common element special warranty deed for boat slip #11, common boat slip for the Association, along with a Wisconsin Real Estate Transfer Return. Please sign the Transfer return where noted and have both documents recorded with the Milwaukee County Register of Deeds.

If you have any questions or concerns about either of these items, please do not hesitate to call. Happy boating! Sincerely,

Historic Riverwalk Plaza, LLC
By: Firstar Community Investment Corporation

Todd Hutchison, AIA
Real Estate Project Officer

cc:

REEL 4432 IMAGE 1958

7630873

Document Number

DECLARATION OF CONDOMINIUM FOR RIVERWALK PLAZA CONDOMINIUM

Document Title

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 11 00 AM

NOV - 9 1998

REEL 4432 IMAGE 1958 to 2022

REGISTER OF DEEDS

Incl.

Recording Area

Name and Return Address

BRUCE T. BLOCK, ESQ.
REINHART, BOERNER, ET AL.
1000 NORTH WATER STREET,
SUITE 2100
MILWAUKEE, WI 53202

392-0956-100-3

Parcel Identification Number (PIN)

7630273 #

RECORD 138.00

1382

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter. document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

rtdoc8/96

IN WITNESS WHEREOF, this document has been executed this 5th day of November, 1998 by Declarant.

HISTORIC RIVERWALK PLAZA LLC

BY Wisconsin Preservation Fund, Inc., Member

Bruce T. Block
Bruce T. Block, President

BY Firstar Community Investment Corporation, Member

Diane Stumaker
Diane Stumaker, Secretary

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on November 5, 1998 by Bruce T. Block, as President of Wisconsin Preservation Fund, Inc., a member of Historic Riverwalk Plaza LLC.

NOTARY PUBLIC {Seal}
STATE OF WISCONSIN

Deborah C. Torrey
(Deborah C. Torrey)
Notary Public, State of Wisconsin
My commission is permanent.

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on November 5, 1998 by Dane Shumaker, as Secretary of Firstar Community Investment Corporation, a member of Historic Riverwalk Plaza LLC.

[Seal]

Deborah C Tomczyk
(Deborah C Tomczyk)
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by and should be returned to:

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, Wisconsin 53202

CONDOMINIUM PLAT

FOR

RIVERWALK PLAZA CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

REEL 4432 IMAGE 1978

SURVEYORS CERTIFICATION

I, Mark L. Wertz, being a licensed land surveyor authorized to practice land surveying in the State of Wisconsin do hereby certify this plat is a correct representation of the condominiums described and identified on RIVERWALK PLAZA CONDOMINIUMS and its attachments. Diagrammatic floor plans for each building and is appropriate dimensions, floor area and locations of each unit with all common elements to be attached to the plat.

Mark L. Wertz

Mark L. Wertz RLS-915

Dated this 29 day of January, 1998

January 29, 1998

MARK L. WERTZ S-915 MILWAUKEE WI LAND SURVEYOR

LIS
LAND INFORMATION SERVICES INC.
ENGINEERS, SURVEYORS and CONSULTANTS
7148 DR. N. MARTIN LUTHER KING JR. DR.
MILWAUKEE, WISCONSIN 53210
414-291-9488

CONDOMINIUM DECLARATION

DECLARATION OF CONDOMINIUM

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DOC # 7884226 recorded 3/13

Limited Common Element Special Warranty Deed

THIS LIMITED COMMON ELEMENT SPECIAL WARRANTY DEED, is made between HISTORIC RIVERWALK PLAZA LLC, a Wisconsin limited liability company (hereinafter "Grantor"), and RIVERWALK PLAZA CONDOMINIUM ASSOCIATION, INC., a Wisconsin nonstock corporation (hereinafter "Grantee").

W I T N E S S E T H:

THAT the said Grantor, for good and valuable consideration, conveys to Grantee the following described real estate in the City of Milwaukee, County of Milwaukee, State of Wisconsin:

Recording Area

Name and return address:
Todd Hutchison
Firstar Community Investment Corp.
5526 West Capitol Drive
Milwaukee, WI 53216

Parcel Identification Number:
Part of 392-0957-2

Boat Slip 11 (the "Boat Slip") in Riverwalk Plaza Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for Riverwalk Plaza Condominium dated the 5th day of November, 1998 and recorded the 9th day of November, 1998 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 7630273 (the "Declaration") and by a Condominium Plat therefor;

This is not homestead property.

The Boat Slip is restricted to the use authorized under the Declaration and any amendments thereto and subject to any rules established or to be established by Grantee.

Grantor warrants the title to the Boat Slip to Grantee against the lawful claims of all persons claiming by, through or under Grantor and none other, subject to all of the following:

Municipal and zoning ordinances and agreements thereunder; recorded easements and easements for public utilities and access; recorded building and use restrictions and covenants (including any recorded or unrecorded groundwater use restrictions); taxes and assessments (including, without limitation, assessments by Grantee) levied or to be levied for the current and subsequent years; encroachments, overlaps, boundary line disputes and other similar matters whether or not reflected on the Condominium Plat; and all terms, provisions, conditions and restrictions contained in the Condominium Ownership Act for the State of Wisconsin and/or contained in any of the "Condominium Documents" (consisting of the Declaration and Condominium Plat, the By-Laws and Articles of Incorporation of Grantee and any Rules and Regulations adopted pursuant to the Declaration or By-Laws) and all amendments to any of those Condominium Documents.

Grantee, by acceptance of this Deed, agrees and binds Grantee and all of its heirs, representatives, successors and assigns to all the terms, provisions and conditions of this deed, the Condominium Documents and all amendments thereto.

IN WITNESS WHEREOF, the said Grantor has executed this Limited Common Element Special Warranty Deed as of this 14 day of January, ~~1999~~ 2000.

HISTORIC RIVERWALK PLAZA LLC, a Wisconsin limited liability company

BY FIRSTAR COMMUNITY INVESTMENT CORPORATION, Member

BY _____

Its Real Estate Project Officer

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on January 14, ~~1999~~ 2000 by Todd Hutchison as R.E. Project Officer of Firstar Community Investment Corporation, a member of Historic Riverwalk Plaza LLC, a Wisconsin limited liability company.

[Seal]

_____
(Notary Public, State of Wisconsin)
Notary Public, State of Wisconsin
My commission expires October 22, 2000

This instrument was drafted by:
Deborah C. Tomczyk, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street, Suite 2100
P.O. Box 514000
Milwaukee, Wisconsin 53203-3400

STAPLE ATTACHMENTS HERE

Wisconsin
Real Estate Transfer Return – Confidential

To complete see *Instructions for Real Estate Transfer Return PE-500A.*
Submit original form to Register of Deeds with document(s) to be recorded. Completely fill in all appropriate areas. **TYPE or PRINT clearly in BLACK INK, and use ALL UPPERCASE LETTERS.** If typing form, type through vertical character lines.

I. GRANTOR (Seller)

If more than ONE (1) grantor, check box at left and list on attached addendum. Note: Lines 67-72 must be completed with grantor's address.

1. Your Last Name or Company Name — Note: For this purpose a married couple is one grantor if same last name (see line 2).

HISTORIC RIVERWALK PLAZA LLC

2. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

3. Social Security Number or FEIN

39-1897443

II. GRANTEE (Buyer)

If more than ONE (1) grantee, check box at left and list on attached addendum.

4. Your Last Name or Company Name — Note: For this purpose a married couple is one grantee if same last name (see line 5).

RIVERWALK PLAZA CONDOMINIUM ASSOCIATION, INC.

5. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

6. Social Security Number or FEIN

7. Street or Fire Number, If any: 141

7a. Street Name, PO Box, or Other Address (enter "PO Box" and Box Number): NORTH WATER STREET

8. City: MILWAUKEE

9. State: WI

10. Zip Code: 53202

TO RECEIVE TAX BILL AT ANOTHER ADDRESS, check here and complete Section X, page 2. ☐

III. PROPERTY TRANSFERRED

11. Indicate: X City ☐ Village ☐ Town → Check if additional parcels and list on attached addendum. ☐

12. Name of the City/Village/Town: MILWAUKEE

13. County Name: MILWAUKEE

14. Physical Property Address or Road Address (description): 141 NORTH WATER STREET

15. Tax Parcel Number as it appears on Property Tax bill (see instructions): PART OF 392-0957-2

16. Property Description: lot – block – plat, Certified Survey Map (CSM), or other designation; if description will not fit here, add attachment (see instructions): BOAT SLIP 11 RIVERWALK PLAZA CONDOMIUM

17a. Section (primary): 29 — 17b. Township (primary): 7N — 17c. Range (primary): 22E

Check here if more than one lot and block, or if legal description is metes and bounds or certified survey map; attach legal description as an addendum (see instructions). ☐

IV. COMPUTATION OF FEE OR STATEMENT OF EXEMPTION

18. Total value of REAL ESTATE transferred (round up to the nearest $100): $ 10,000 — IN WHOLE DOLLARS

19. Transfer fee due (line 18 X .003): $ DOLLARS 30 CENTS 00

20. Transfer Exemption Number, SEC 77.15

20a. If you enter "003" or "017," it is mandatory to provide your previous document number.

20b. Date of Original Land Contract — MONTH DAY YEAR

21. Value of personal property transferred but EXCLUDED from line 18: $ — IN WHOLE DOLLARS

22. Value of property exempt from local property tax INCLUDED on line 18: $ — IN WHOLE DOLLARS

V. TO BE COMPLETED BY AUTHORIZED COUNTY/LOCAL OFFICIAL

23. Document Number

24. Volume/Jacket

25. Page/Image

26. Date Recorded — MONTH DAY YEAR

27. Date of Conveyance — MONTH DAY YEAR

28. Conveyance Code: Warranty/Condo Deed ☐ Land Contract ☐ Quit Claim Deed ☐ Other (explain) → ☐

29. County (1)

30. Municipality (1)

31. County (2)

32. Municipality (2)

Check if more than two (2) municipalities; if so, refer to instructions → ☐

33. Is this a split parcel? (see instructions) Yes ☐ No ☐

34. Enter number of acres for each parcel classification and check a preceding box to show predominant classification. 1 (Residential) 1 ☐ 2 (Commercial) 2 ☐ 3 (Manufacturing) 3 ☐ 4 (Agricultural) 4 ☐ 5 (Swamp&Waste) 5 ☐ 6 (Forest) 6 ☐ 7 (Other) 7 ☐

35. Assessment Year

36. Land $

37. Improvements $

38. Total Assessment $

DISCLOSURE MATERIALS

Riverwalk Plaza Condominium
Milwaukee, Wisconsin

Declarant: Historic Riverwalk Plaza LLC,
a Wisconsin limited liability company
1000 North Water Street, Suite 2100
Attn: Bruce Block
Milwaukee, WI 53202

Declarant's Agent: Wisconsin Preservation Fund, Inc.
1000 North Water Street, Suite 2100
Attn: Bruce Block
Milwaukee, WI 53202

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the Condominium, the units and the common elements. The Declaration begins at..... Tab 1

2. By-Laws. The By-Laws contain rules which govern the Condominium and affect the rights and responsibilities of unit owners. The By-Laws begin at..... 2

3. Articles of Incorporation. The operation of the Condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of the Association are specified in the Articles of Incorporation of the Association. The Articles of Incorporation begin at..... 3

4. Annual Operating Budget. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins at..... 4

5. Removal of Property. In order to accommodate the possible development of a parking structure in the Third Ward that will service Riverwalk Plaza Condominium, as well as other projects in the Third Ward, the Declarant has reserved the right to remove a portion of the Condominium Property, and the limited common elements located thereon, from the Condominium. An explanation of the Declarant's reserved rights and the limitations thereon is set forth in section 10(j) of the Declaration, which can be found on page 10 behind Tab 1 of these Disclosure Materials.

6. Floor Plans and Plat of Survey. The Declarant has provided floor plans of the units being offered for sale and a plat of survey of the Condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the Condominium Plat which begins at..... 5

7. Statement Regarding Structural Components and Mechanical and Electrical Installations. The Condominium consists of buildings formerly used for commercial purposes that are being renovated and adapted for primarily residential purposes. A statement regarding the structural components and mechanical and electrical installations of these buildings begins at 6

DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM
for
RIVERWALK PLAZA CONDOMINIUM

DOCUMENT NUMBER

NAME AND RETURN ADDRESS

Bruce T. Block, Esq.
Reinhart, Boerner, et al.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

PARCEL IDENTIFICATION NUMBERS:
392-0957-2, 392-0956-100-3 and 392-0974-100-1

Historic Riverwalk Plaza LLC, a Wisconsin limited liability company (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Riverwalk Plaza Condominium (the "Condominium"). The address of the Condominium shall be 141-143 and 201-203 North Water Street, Milwaukee, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are located (the "Land") is in Milwaukee County, Wisconsin, and is more particularly described on Exhibit A attached hereto. The portion of the Land identified on Exhibit C has been submitted to this Declaration subject to a limited right of removal pursuant to section 10(j) of this Declaration. A survey of the Land, showing the boundaries of the Condominium, is contained in the Riverwalk Plaza Condominium Plat (the "Condominium Plat"). A copy of the Condominium Plat is attached to this Declaration as Exhibit D.

2. Description of Buildings. Two buildings (collectively the "Buildings," or individually a "Building") containing a total of 81 units and one free-standing covered parking facility are or will be located upon the Land located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Milwaukee County, Wisconsin and incorporated herein by reference (Construction of the free-standing covered parking facility is subject to the terms of section 10(j) of this Declaration). Seventy-nine of these units shall be restricted

to residential use (the "Residential Units"); two of the units (Unit 1 and Unit 2, one on the ground floor of each Building) may be used for commercial purposes (the "Commercial Units"). The Residential Units and Commercial Units are collectively referred to as the "units" and individually as a "unit."

3. Description of Units.

(a) Units are identified by number as indicated on the Condominium Plat. Each unit and the approximate area, location, appurtenant limited common elements and immediate common areas to which it has access are shown on the survey and floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant.

(b) The boundaries of each unit shall consist of that part of a Building as follows:

(i) The vertical or perimetrical boundaries of the unit shall be the plane of the interior surfaces of the walls bounding the unit (as shown on the Condominium Plat), extended in each case to an intersection with the upper and lower boundaries. Windows and doors located within perimeter walls shall not be part of the unit.

(ii) The upper boundary of the unit shall be the plane of the interior surfaces of the ceiling joists and the lower boundary shall be the plane of the upper surface of the base concrete topping material (i.e., all floor coverings shall be included as part of the unit).

(c) All utility lines, plumbing equipment and fireplace chases located outside of a unit but serving only one unit shall be deemed to be part of the unit served and shall be repaired and maintained by and at the expense of the owner of such unit. All utility lines, plumbing equipment and fireplace chases located outside of a unit and serving more than one unit, and any utility lines, plumbing equipment or fireplace chase contained inside the boundaries of a particular unit but which service a different unit or units, are common elements and shall be repaired and maintained by and at the expense of the Riverwalk Plaza Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The air conditioning unit (including the air conditioning condensing unit located on the roof of a Building and the lineset running from the roof condensing unit to the unit) and the heating system serving each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the owner of said unit.

(d) If any portion of the common or limited common elements (as hereafter defined) shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of the Buildings, or as a result of settling or shifting of the Buildings, a valid easement for the encroachment and for its maintenance shall exist so long as the Buildings stand. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of a Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall consist of all of the Condominium except its units. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

5. Description of Limited Common Elements. The following common elements are designated as limited common elements and are assigned to and limited to the use of one or more units as follows and/or as shown on the Condominium Plat (the "limited common elements"):

(a) Each balcony, deck or patio shall be appurtenant to the unit to which it is immediately adjacent. Portions of the surface of the fifth floor roof of the Building located at 201-203 North Water Street that are adjacent to Units 501 and 502 and not presently covered by a deck are reserved for the future expansion of the limited common element decks appurtenant to Units 501 and 502, as shown on the Condominium Plat. Any expansion of such decks shall be made in accordance with the By-Laws of the Association. In addition, the surface of the roof area directly above each Unit located on the top floor of each Building (i.e., the surface of the roof areas above Units 501, 502, 504, 505, 506, 60, 61, 62, 63, 64, 65, 66, 67 and 68) may be converted to a limited common element appurtenant to the unit located directly below. The owner of a top floor unit may convert the surface of the roof area above such unit to a limited common element by making improvements to the unit and to the roof area directly above providing for access from the unit to the roof. The owner may also install decking on the appurtenant roof surface. All improvements made to the unit, the Building and the roof area in connection with the conversion of a portion of the roof surface into a limited common element shall be made in strict accordance with the By-Laws of the Association. No such improvements (including installation or expansion of decks)

shall affect the structural soundness of or damage any portion of any Building, including, without limitation, any roof.

(b) The right to the exclusive use of one or more underground parking spaces located in the basement of each Building (the "Underground Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(c) Subject to the terms of section 10(j) of this Declaration, the right to the exclusive use of one or more garage parking spaces located in the covered parking facility on the east side of North Water Street across from the Buildings (the "Garage Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(d) The right to the exclusive use of one or more surface parking spaces located on either side of vacated Chicago Street between North Water Street and the Milwaukee River or, subject to the terms of section 10(j) of this Declaration, located adjacent to the covered parking facility on the east side of the North Water Street (the "Surface Parking Spaces"), shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such space or spaces from Declarant or from another unit owner.

(e) One storage locker (a "Storage Locker") located on a floor of one of the Buildings shall be appurtenant to a unit. The Declarant will assign a Storage Locker to a unit at the time of conveyance of such unit by the Declarant. The exclusive right to use a second Storage Locker may be purchased from Declarant (to the extent of availability); such exclusive right to the second Storage Locker may be subsequently reassigned to another unit owner.

(f) Boat slips extending into the Milwaukee River (the "Boat Slips") are located adjacent to the Riverwalk (as hereafter defined) and identified by number on the survey included with the Condominium Plat. The right to the exclusive use of one or more Boat Slips shall be appurtenant to any unit whose owner elects to purchase the right to the exclusive use of such Boat Slip from the Declarant or another unit owner. Each Boat Slip consists of a cubicle of air, the boundaries of which are as follows: (i) the vertical or perimetrical boundaries are as shown on the survey included with the Condominium Plat extending in each case to an intersection with the upper and lower horizontal boundaries and (ii) the lower horizontal boundary is a plane which is parallel to, and two feet above, the average elevation of the bed of the Milwaukee River and extending to an intersection with the vertical boundaries,

and the upper horizontal boundary is a plane which is parallel to, and thirty feet above, the lower horizontal boundary. Each finger pier separating two Boat Slips shall be a limited common element appurtenant to the units to which the adjacent Boat Slips are appurtenant. The boardwalk or pier structure to which the finger piers are attached shall be a limited common element appurtenant to all of the units to which Boat Slips are appurtenant.

For as long as Declarant owns at least one unit in the Condominium, all Underground Parking Spaces, Garage Parking Spaces, Surface Parking Spaces, Storage Lockers and Boat Slips that have not been specifically assigned to a unit by Declarant shall be appurtenant to all of the units owned by Declarant. At such time as Declarant conveys the last unit owned by Declarant (to a party other than a successor to Declarant), any of the foregoing limited common elements that have not been specifically assigned to a unit shall become common elements under the control of the Association and may be used, leased or assigned by the Association to other units or unit owners as the Association deems appropriate.

6. Percentage Interests, Voting and Assessments.

(a) The undivided percentage interest in the common elements (including limited common elements) appurtenant to each unit is based upon the horizontal square footage of each unit (as determined by the Declarant) as of the date of the recording of this Declaration and is set forth on Exhibit B attached hereto.

(b) There shall be one vote in the Association appurtenant to each unit.

(c) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the owner of each unit in the manner described in the By-Laws of the Association. Subsequent to the first conveyance of a unit by the Declarant to a purchaser, Declarant's obligation for assessments for all units owned by Declarant shall be as follows:

(i) for each completed unit owned by Declarant that is or has been occupied by tenants or guests of Declarant, Declarant shall pay monthly assessments to the Association on the same basis as any other unit owner; and

(ii) for each uncompleted unit owned by Declarant and each completed unit owned by Declarant that has never been occupied, Declarant shall have the option of either paying monthly assessments to the

Association for each of such units on the same basis as any other unit owner, or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed units (including those owned by Declarant and fully assessable under subparagraph (i), above) and the actual monthly expenses incurred by the Association.

For purposes of Declarant's obligations for assessments, a "completed" unit shall be a unit for which the City of Milwaukee has issued an occupancy permit.

7. Use. The Residential Units are intended for and shall be restricted to use for residential purposes only and such ancillary uses (such as a home office) as do not detract from the principal use of the units as residences. No activities requiring deliveries, pick-ups or customer visits are permitted in the Residential Units. The Commercial Units may be used only for those uses presently permitted under subsections 295-472(6) and (7) of the City of Milwaukee Code of Ordinances (as such uses are presently defined under the City of Milwaukee Code of Ordinances).

8. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at Firstar Community Investment Corporation, c/o Robert D. Lemke, 141 North Water Street, Milwaukee, Wisconsin 53202, as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

10. Binding Covenants and Declarant's Reservation of Rights.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as such instruments may be amended from time to time. The acceptance of a deed or other conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such proceedings as the Board of Directors of the Association may deem appropriate under these instruments and the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right, for a period of ten years from the date of recording of this Declaration, to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium at a location selected by Declarant, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units, the common and limited common elements may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for itself, until such time as all units in the Condominium have been sold or conveyed to parties other than the Declarant, and thereafter for the Association acting by and in the discretion of its Board of Directors, the right to grant and/or dedicate to the City of Milwaukee, Wisconsin, the County of Milwaukee, Wisconsin, or public or semi-public utility companies (including cable television companies), easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits (either above or below ground) for the transmission of electricity, gas, water, sewer, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the City of Milwaukee or Milwaukee County shall require or that the Declarant and/or the Board of Directors may deem fit and

proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and shall include the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(e) The Declarant hereby further reserves for itself a perpetual right of access over, across and through the Land and Buildings for purposes of transporting construction materials, for making underground or aboveground utility connections and/or for any other reasonable use related to the construction of units, common elements and limited common elements in the Condominium. Any exercise of this right shall not constitute a nuisance.

(f) The riverwalk located to the west of the Buildings along the Milwaukee River (the "Riverwalk") is a common element. The Association is responsible for the maintenance and repair of the Riverwalk and all costs relating to same are common expenses of the Association. The Riverwalk is or will be subject to an easement granted by the Declarant to the City of Milwaukee that grants public access across a portion of the Riverwalk for a term of 99 years.

(g) That portion of Chicago Street located between North Water Street and the Milwaukee River and immediately adjacent to each of the Buildings has been or will be vacated by the City of Milwaukee in order to create a plaza area adjacent to the Riverwalk, to provide the Surface Parking Spaces and access to the basements of the Buildings and otherwise to increase the boundaries of the Land. The City will retain easements under, through or across the vacated portion of Chicago Street for maintenance of utilities and for public access from North Water Street to the public easement across the Riverwalk.

(h) Declarant has or will grant to the City of Milwaukee a facade preservation easement for each Building which shall, among other things, preclude the Declarant and the Association from making modifications to the exterior appearance of the Buildings (after completion of renovation by the Declarant) without the City's prior consent.

(i) The boundaries of units may be relocated and units may be separated in accordance with the requirements of sections 703.13(6) and 703.13(7) of the Wisconsin Condominium Ownership Act. Further, if two or more horizontally or vertically adjacent units are under common ownership, the owner of such units may, subject to Article V, Section 14 of the By-Laws, make modifications to such units so that they function as a single dwelling unit.

Notwithstanding such physical modifications, the units shall retain their separate legal identity (including, but not limited to, voting rights in the Association).

(j) Concurrently with the development of the Condominium by Declarant, the Historic Third Ward Association, Inc. ("HTW") and Business Improvement District No. 2 ("BID-2") have commenced feasibility analysis and preliminary development plans for the construction of a parking structure capable of accommodating 300 or more vehicles (the "Parking Structure") that would service existing and future parking needs of properties in the Historic Third Ward. HTW and BID-2 believe that the ideal location for the Parking Structure would be on the north two thirds of the east side of North Water Street on the block between Chicago and Erie Streets. This location includes the portion of the Condominium identified on Exhibit C to this Declaration (the "Parking Site Property"), upon which all of the Garage Parking Spaces and some of the Surface Parking Spaces are or are intended to be located. Declarant believes that it is in the best interest of both the Historic Third Ward and the Condominium that HTW, BID-2 and/or their agents or designees develop the Parking Structure. Accordingly, Declarant has submitted the Parking Site Property to the terms of this Declaration subject to the following terms, conditions and reservations of rights:

(i) At any time during the ten year period following the date of recording of this Declaration with the Register of Deeds, Declarant shall have the right to record amendments to this Declaration and to the Condominium Plat that withdraw the Parking Site Property from the Condominium for the sole purpose of accommodating the development and construction of the Parking Structure. Declarant shall provide the Association with copies of the proposed amendments at least ten business days prior to recording same with the Register of Deeds. Such amendment shall be effective immediately upon recording. Upon such withdrawal, the Parking Site Property and all limited common elements located within the boundaries of the Parking Site Property shall be permanently eliminated from the Condominium and neither the Association nor any unit owner (or such unit owner's mortgagee) shall have any legal or equitable ownership interest in or to the Parking Site Property. All legal and equitable title to the Parking Site Property and any improvements located thereon shall revert exclusively to Declarant.

(ii) Upon withdrawal of the Parking Site Property from the Condominium, Declarant shall make the Parking Site Property available for the development of the Parking Structure and for such purpose may convey the Parking Site Property and any improvements located thereon, including the covered parking facility (which will likely be demolished), to the developer of the Parking Structure or the developer's designee.

(iii) Upon completion of construction of the Parking Structure, the owner of each unit to which a Garage Parking Space or Surface Parking Space (located on the Parking Site Property) was appurtenant shall be assigned, for no additional consideration, a covered parking space within the Parking Structure (a "Substitute Space"). The rights and benefits provided to each assignee of a Substitute Space shall be generally equivalent to the rights and benefits previously (or contemplated to be) afforded by the eliminated Garage Parking Space or Surface Parking Space (i.e., the Substitute Space shall be secure and shall be assignable to any transferee of the unit serviced by the Substitute Space). There shall be no rental or license charges for use of a Substitute Space; however, the user of a Substitute Space may be assessed a monthly or annual maintenance fee by a third party equivalent to the maintenance fees that would have been charged by the Association for a Garage Parking Space.

(iv) Declarant may exercise the rights granted in this section 10(j) at any time within the ten year period set forth in subsection 10(j)(i), above, whether or not Declarant retains ownership of any units in the Condominium at the time of exercise. During the period of time that the Parking Structure is under construction, Declarant shall be responsible for providing alternative temporary parking for all unit owners who have lost limited common element parking spaces at the Parking Site Property. Such alternative parking shall be provided at Declarant's expense.

(v) Declarant may not withdraw the Parking Site Property from the Condominium for any purpose other than for construction of the Parking Structure and only if all of the requirements of subsections (iii) and (iv), above, will be met.

(k) All terms used in this Declaration shall have the same meanings as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

11. Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board

of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data as it sends to unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit (except as provided in sections 10(i) and 12 of this Declaration);

(ii) Partition or subdivide any unit of the Condominium (except that this subsection shall not apply to any separation of units or reallocation of boundaries under section 10(i) of this Declaration);

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the granting of

easements pursuant to section 10(d) of this Declaration or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Except as provided in section 9 of this Declaration, use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in section 9 of this Declaration.

(d) Notwithstanding the provisions of section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

12. Minor Variations to Units and Common Elements During Construction.

In addition to the rights reserved in section 10(j) of this Declaration, Declarant hereby reserves the right to make minor adjustments to the configuration of common elements and the size and/or floor plans of any unit during the course of construction of the common elements and the units. In the event the actual location or configuration of common elements or the size and/or floor plans of any unit, as constructed, is materially different from what is shown in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual location and/or configuration and/or dimensions and floor plans for the common elements or units.

13. Amendment of Declaration. Except as provided in sections 10(j) and 12 and where a higher percentage of approval is expressly required, this Declaration may only be amended with the written consent of at least two-thirds of the unit owners (based on one vote for each unit), provided that the mortgagee (if any) of any consenting owner must also consent to such amendment.

14. Successors and Assigns. All rights granted to or reserved by Declarant hereunder shall be similarly granted to or reserved by and for the benefit of Declarant's successors and assigns.

15. Limitations on Ownership and Use. In addition to such limitations and restrictions as may be contained in the By-Laws and the rules and

regulations of the Association, all unit owners and their respective units shall be subject to the following limitations:

(a) The time sharing of a unit or conversion of an ownership interest in a unit into intervals or segments of time is expressly prohibited.

(b) No owner of a Residential Unit may erect, post or display posters, signs or any form of advertising materials in the common elements or limited common elements or within a unit but visible outside of such unit (e.g., inside a window). The Association shall make available in a location it deems appropriate a display area in which units that are available for sale may be listed in a manner established by the Association. The owner of a Commercial Unit shall be entitled to place advertising in the windows and/or doors located in the perimeter walls of such unit; provided, however, that all such advertising shall be first approved by the Association.

(c) In order to promote the highest possible living environment, it is the intention of Declarant that the Residential Units be occupied principally by the owners of such units. Accordingly, the following limitations shall apply to the occupancy of all Residential Units after conveyance by the Declarant: (i) all unit owners must notify the Association in writing in advance of any proposed rental or leasing of their units; (ii) no more than 10% of the Residential Units may be leased or rented to non-unit owners at any point in time; (iii) all occupancy agreements must be approved in advance by the Association; (iv) any occupancy agreement not previously approved by the Association shall be voidable by the Association; and (v) except) in the event of unique circumstances or undue hardship (to be determined in the sole discretion of the Board of Directors of the Association), all occupancy agreements shall be for a term of at least one year. The foregoing restrictions shall not apply to any Residential Units owned by the Declarant.

Rentals

(d) There shall be no dogs or other animals permitted in or on any portion of the Condominium at any time except as set forth herein. Unit owners may keep up to two cats and/or other small household pets in their units; however, no pet shall be permitted to create a nuisance or to disturb other unit owners. The Association reserves the right to compel any unit owner to temporarily or permanently remove any undesirable pet from a unit and/or the Condominium.

Dogs

(e) Any amendments to this section 14 shall require the written consent of 90% of the unit owners and their respective mortgagees.

IN WITNESS WHEREOF, this document has been executed this _____ day of _____, 1998 by Declarant.

HISTORIC RIVERWALK PLAZA LLC

BY Wisconsin Preservation Fund, Inc., Member

_____

BY Firstar Community Investment Corporation, Member

_____

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on _____, 1998 by _____, as _____ of Wisconsin Preservation Fund, Inc., a member of Historic Riverwalk Plaza LLC.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on _____, 1998 by _____, as _____, of Firstar Community Investment Corporation, a member of Historic Riverwalk Plaza LLC.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

This instrument was drafted by and should be returned to:

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, Wisconsin 53202

EXHIBIT A

Legal Description
of
RIVERWALK PLAZA CONDOMINIUM
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

Lots 1, 2 and the North 1/2 of Lot 3, in Block 33, in the Town of Milwaukee, on the East side of the Milwaukee River, in the Southeast 1/4 of Section 29, in Town 7 North, Range 22 East, City of Milwaukee, County of Milwaukee, State of Wisconsin. Together with that portion of vacated East Chicago Street bounded and described as follows:

All of East Chicago Street, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, lying between a line drawn from the Southeast corner of Lot 9, in Block 32 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section to the Northeast corner of Lot 1, in Block 33 of said subdivision and the dock line of the left bank of the Milwaukee River established per Ordinance No. 754, File No. 63-3847-a, adopted on March 17, 1964.

Tax Key No. 392-0957-2

ADDRESS: 141-143 North Water Street

Lots 8 and 9, in Block 32, in the Plat of the Town of Milwaukee on the East Side of the River in Fractional Lot 2, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, including that part of vacated East Chicago Street adjoining said Lot 9 on the Southwest.

Tax Key No. 392-0956-100-3

ADDRESS: 201 North Water Street

Lots 16 and 17, in Block 35, in the Plat of the Town of Milwaukee on the East Side of the River in Fractional Lot 2, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 392-0974-100-1

ADDRESS: 128 North Water Street

EXHIBIT B

Undivided Percentage Interests

Unit	Undivided Percentage Interest	Unit	Undivided Percentage Interest	Unit	Undivided Percentage Interest
1	3.92	57	1.14	504	1.16
10	1.58	58	.77	505	.95
11	1.12	60	1.32	506	1.16
12	1.10	61	1.17	Total	100.00%
13	1.68	62	1.16		
20	1.26	63	1.70		
21	1.14	64	1.45		
22	1.11	65	1.00		
23	1.70	66	1.00		
24	1.41	67	1.16		
25	.97	68	.78		
26	.97	2	2.30		
27	1.13	100	1.27		
28	.77	101	1.16		
30	1.28	102	1.16		
31	1.16	103	1.23		
32	1.14	200	1.29		
33	1.69	201	1.18		
34	1.44	202	1.18		
35	.99	203	1.24		
36	.99	204	1.14		
37	1.11	205	.94		
38	.75	206	1.12		
40	1.30	300	1.30		
41	1.16	301	1.17		
42	1.15	302	1.17		
43	1.70	303	1.23		
44	1.44	304	1.12		
45	.99	305	.93		
46	.99	306	1.13		
47	1.13	400	1.31		
48	.77	401	1.17		
50	1.30	402	1.17		
51	1.17	403	1.25		
52	1.15	404	1.15		
53	1.70	405	.94		
54	1.44	406	1.15		
55	.99	501	1.19		
56	.99	502	1.71		

EXHIBIT C

Legal Description of the Parking Site Property

Lots Sixteen (16) and Seventeen (17) in Block Thirty-five (35) in PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER in Fractional Lot Two (2), in the Southeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Containing 13,062 sq. ft or 0.299 acres more or less.

Tax Key No: 392-0974-100-1

EXHIBIT D

Copy of Condominium Plat

(Please see Tab 6 of these DisclosureMaterials)

000107500

7892664

Document Number | Document Title

RIVERWALK EASEMENT AND PROJECT AGREEMENT WITH HISTORIC RIVERWALK AREA, LLC AND RIVERWALK PLACE CONDOMINIUM ASSOCIATION, INC.

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 2:20 PM
04-05-2000
WALTER R. BARCZAK
REGISTER OF DEEDS
AMOUNT 30.00

Recording Area

Name and Return Address

HISTORIC THIRD WARD ASSOCIATION
219 N MILWAUKEE STREET
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes 59.43(2m) WRDA 2/96

21

000107500

7892664

REGISTER'S OFFICE I GS
Milwaukee County, WI
RECORDED AT 2:20 PM
04-05-2000

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 30.00

Document Number | Document Title

RIVERWALK EASEMENT AND PROJECT AGREEMENT with Historic Riverwalk Manor LLC and Riverwalk Plaza Condominium Association, Inc.

Recording Area

Name and Return Address

Historic Third Ward Association
219 N Milwaukee Street
Milwaukee, WI 53202

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/96

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000107501

REFERS TO CONTRACT NO. 98-081(CM)
AND CONTRACT NO. 98-039(CM)

RIVERWALK EASEMENT AND PROJECT AGREEMENT WITH HISTORIC RIVERWALK PLAZA LLC AND RIVERWALK PLAZA CONDOMINIUM ASSOCIATION, INC.

THIS AGREEMENT is made this 19 day of MARCH, 1999, among HISTORIC RIVERWALK PLAZA LLC and RIVERWALK PLAZA CONDOMINIUM ASSOCIATION, INC. (collectively, the "Owner") and the BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 2 (the "Board").

RECITALS

A. The Common Council of the City of Milwaukee (the "City"), via Resolution File No. 870501, approved the creation of Business Improvement District No. 2 ("BID-2") and also approved the initial Operating Plan for BID-2 (the "Operating Plan"), pursuant to Ch. 66.608, Wis. Stats.

B. The objective of the Operating Plan was to enhance commercial and residential activity in a section of the City known as the Historic Third Ward.

C. Owner is the developer of certain real property located at 141 and 201 North Water Street along the Milwaukee River in the City of Milwaukee, State of Wisconsin, as more particularly described on Exhibit A attached hereto (the "Property").

D. Owner is renovating and converting the existing buildings on the Property into an 81 unit condominium development consisting of 79 residential units and two commercial units. In connection with such development, Owner is also constructing a riverwalk along the western boundary of the Property (the "Riverwalk Improvements") and various improvements upon and/or generally adjacent to vacated Chicago Street between the existing buildings on the Property (the "Street Improvements"), all pursuant to the terms of a Development Agreement for Riverwalk Plaza Condominium between Owner and the City dated February 19, 1998 (the "Development Agreement"), which was approved by the City's Common Council via Resolution File Nos. 971014 and 971313.

E. The parties acknowledge that the Riverwalk Improvements will constitute a portion of the overall downtown riverwalk system and that, in the Development Agreement, Owner agreed to cooperate with the Board to ensure that the Riverwalk Improvements become part of a comprehensive, publicly accessible riverwalk system running along the Milwaukee River through the Historic Third

Ward (the "Riverwalk System") and that the components of the Riverwalk System are compatible in design and appearance and uniform in maintenance and usage.

F. The City and the Board have requested that, in lieu of Owner granting to the City the Riverwalk Easement set forth in the Development Agreement, Owner shall grant to the Board the easement rights set forth in this Agreement.

G. In addition, the Board desires to construct and replace certain additional improvements in vacated Chicago Street consisting of, among other things, a wooden boardwalk (collectively, the "Added Improvements"). (The Riverwalk Improvements, the Street Improvements and the Added Improvements shall collectively be referred to herein as the "Improvements".)

H. Accordingly, the parties desire to enter into this Agreement to set forth their respective rights and obligations with respect to the Improvements.

AGREEMENTS

NOW, THEREFORE, Owner and the Board, in consideration of the premises and the mutual promises and undertakings hereinafter contained, mutually agree and covenant as follows:

1. Grant of Easement. Owner hereby conveys to the Board a perpetual and nonexclusive easement (the "Easement") over, across and upon an eight foot wide strip running (i) across the Street Improvements from North Water Street to the Riverwalk Improvements (but not across any limited common elements, including without limitation, parking spaces and parking ramps created by Owner) and (ii) across the entire length of the Riverwalk Improvements, all as shown and more particularly described on Exhibit B attached hereto (the "Easement Areas"). The Board may use the Easement Areas for all of the following purposes:

(a) Pedestrian access, for the benefit of the public, across the eight foot wide strip as shown on Exhibit B (which may be relocated from time to time, provided that a minimum width of eight feet is maintained) in accordance with the terms of this Agreement;

(b) Maintenance, repair and/or replacement of all or any portion of the Improvements by the Board and/or the City in accordance with the terms of this Agreement; and

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

2. Construction of Added Improvements. The Board shall construct the Added Improvements in vacated Chicago Street in accordance with the plans and specifications identified on Exhibit C attached hereto (the "Plans"), subject to the following terms.

(a) Scope of Work. Owner hereby approves the Plans for the construction of the Added Improvements. Owner acknowledges that the Board shall not commence any work with respect to the Added Improvements unless and until the Plans are approved by the City. No subsequent changes shall be made to the Plans significantly affecting the appearance of the Added Improvements without the prior written consent of the Board, Owner and the City.

(b) Right of Entry. In addition to the Easement over the Easement Areas, Owner grants the Board and its contractors and their subcontractors the right to enter upon the Property for the purpose of constructing the Added Improvements. The Board agrees that it shall provide Owner with advance notice of its need to enter upon the Property and of the scope of such entry and that it will coordinate such entry with Owner so as not to unreasonably interfere with, or impede access to, any commercial or residential activity being conducted on the Property. In the event that the Board or its agents or contractors cause any damage to the Property, then the Board shall be responsible for repairing the same, or, at the option of Owner, reimbursing Owner for the reasonable cost of such repairs.

(c) Cost of Performing Work. Owner shall not have any responsibility for the costs incurred by the Board in constructing the Added Improvements under this Agreement.

(d) Permits and Certificates. The Board shall, at its own expense, secure all necessary permits, certificates or any other authorization which may be required to permit the Board to construct the Added Improvements. Owner agrees to reasonably cooperate with the Board to obtain such permits, certificates or authorizations (provided that Owner shall not thereby be required to incur any expenses or liabilities with respect thereto) and shall execute such applications or other documents as may be necessary to obtain the same. Owner hereby assigns and grants to the Board authority to apply for and obtain such

permits, certificates or authorizations in Owner's name and as Owner's agent, to the extent such authority is assignable.

(e) Laws and Regulations. The Board will comply in the performance of the construction work for the Added Improvements hereunder with all applicable federal, state and local laws, regulations, codes and ordinances in effect as of the date of this Agreement. In the event that a change in a law, regulation, code or ordinance has the effect of causing the conduct of the work, as originally set forth in the Plans, to be in conflict or at variance with any such law, regulation, code or ordinance in effect as of the date of this Agreement, the Board shall promptly notify Owner and the City, and the scope of work shall be changed to permit compliance and the time for performance adjusted accordingly. In the event that such change would result in a substantial change in the appearance of the Added Improvements, the Board shall first obtain the consent of Owner and the City before proceeding with such change.

(f) Liens. The Board shall keep the Property free and clear of all liens or other encumbrances arising in connection with performance of the work hereunder. All payments to contractors and subcontractors shall be made through a title insurance company. If a lien is filed against the Property at any time by any contractor, subcontractor or supplier in connection with the construction of the Added Improvements, the Board shall either cause such lien to be released or bonded over (by a title insurance company or other surety) within 30 days following the filing of such lien.

(g) No Warranty. THE BOARD DOES NOT WARRANT THE WORK TO BE PERFORMED HEREUNDER FOR THE ADDED IMPROVEMENTS. The Board shall assign to Owner, at the time of final completion, all warranties received from the Board's contractor. The Board also shall cause the work to be performed in accordance with the Plans and in a workmanlike manner. In the event that such work is not so performed, Owner shall have all rights and remedies available to it by law and as assignee of the aforesaid warranties to pursue a claim(s) against the contractor engaged by the Board which performed or was responsible for performance of the work on behalf of the Board.

(h) Time of Completion. The Board shall commence construction of the Added Improvements identified in the Plans within thirty (30) days from the date hereof. The Board shall substantially complete construction of the Added Improvements by ~~June~~ 1, 1999, subject to paragraph 12 hereunder. Final completion of the Added Improvements (including, without limitation, remedying of all punchlist items) shall occur no later than thirty (30) days after

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substantial completion, subject to paragraph 12 hereunder. Within thirty (30) days after final completion, the Board shall provide Owner with a set of as-built plans of the Added Improvements. The Board shall provide Owner with written notice of the date of final completion.

(i) Inspection. The Board hereby acknowledges that Owner may engage an engineering and construction consulting firm as its agent to review the Plans and to monitor the construction of the Added Improvements. The Board agrees to cooperate with such consulting firm, provided, however, that such consulting firm shall not be permitted to interfere with or cause delays in the construction of the Added Improvements.

3. Replacement of Added Improvements. The parties acknowledge that certain Added Improvements to be constructed by the Board consist of wooden planks which are experimental and have never been used in Milwaukee, Wisconsin. Based on reasonable investigation, the Board has determined that the wooden planks will adequately serve as hard surface, ground covering material. If, however, the wooden planks fail or deteriorate beyond customary wear and tear for other cement/concrete, ground covering materials, the Board, at its sole expense, shall replace the wooden planks with new alternate cement/concrete ground covering materials mutually acceptable to Owner and the Board. In addition, if for any reason the Board determines not to install the wooden planks throughout the remainder of the Riverwalk System, the Board, upon the written request of Owner and at the Board's sole expense, shall also replace the wooden planks with new alternate cement/concrete, ground covering materials mutually acceptable to Owner and the Board. Any replacement of the wooden planks pursuant to this paragraph shall not unreasonably interfere with, or impede access to, any commercial or residential activity being conducted on the Property and shall be completed within a time frame reasonably acceptable to Owner. If the Board fails to timely and adequately replace the wooden planks pursuant to the terms of this paragraph, Owner may replace the wooden planks, and the Board shall reimburse Owner for all reasonable costs incurred by Owner upon receipt of invoices therefor.

4. Public Access. Pursuant to the rights of the Board in the Easement as set forth in paragraph 1(a) above, Owner shall, at all times, make an eight foot wide strip in the Easement Areas, as shown on Exhibit B, available for use by members of the public, except for such times as such walkway must be closed for maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. Owner shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the walkway in order to prevent the acquisition of any adverse or prescriptive rights. Further,

Owner may, from time to time, vary or relocate the eight-foot wide nonexclusive walkway area on the Easement Areas from what is shown on Exhibit B, and Owner may, from time to time, restrict use of portions of the Easement Areas by members of the public in favor of Owner's or Owner's successors or assigns' exclusive use; provided that, in each case, a minimum eight-foot width providing contiguous access from North Water Street to and along the Milwaukee River is maintained for use by members of the public.

5. Rules and Regulations. Owner may, at all times, exclude any vendors or other commercial activities from the Easement Areas provided herein. Further, Owner shall have the right to promulgate and enforce rules and regulations governing the use of the Improvements by the public; provided however, Owner's rules and regulations shall not be inconsistent nor conflict with the terms of Exhibit D attached hereto. In the event of any such conflict, the terms of Exhibit D shall control.

6. Decorations. The Board shall have the right, from time to time and upon at least 72 hours prior written notice to Owner, to enter upon the Easement Areas to install, maintain and/or remove Decorations. (The Board shall be solely responsible for maintaining any Decorations so installed.) Such installations, maintenance and removals shall not unreasonably or materially interfere with the lawful use of the Property by Owner and shall be at the Board's expense.

7. Maintenance. Owner shall be obligated to maintain the Improvements in accordance with the maintenance standards set forth in Exhibit D attached hereto and shall undertake all necessary capital repairs and replacements necessitated by defects in original workmanship or design to the extent such repairs and replacements are covered by any warranty received from any contractor of Owner or the Board. If Owner fails to maintain the Improvements in the condition required by this Agreement, the Board may provide Owner with a written notice setting forth the maintenance or repair work that the Board reasonably determines has not been done. If Owner does not commence such maintenance or repair work within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not pursuant to paragraph 12 below, the Board may perform such work and shall be reimbursed for all reasonable costs incurred in performing such work by invoicing Owner for its costs. The Board covenants that the Board shall maintain, repair and replace all riverwalk improvements along the Riverwalk System to the same standards as are imposed upon Owner herein and that the Board shall uniformly maintain the entire Riverwalk System. In exercising its right to maintain, repair and/or replace the Improvements, the Board shall, to the

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

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

9. Insurance. Owner shall maintain (a) comprehensive liability insurance, naming the Owner and the City, its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than $1,000,000 for each personal injury to or death of one person in any one accident; $5,000,000 for personal injury to or death of more than one person in any one accident; and in an amount not less than $5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of the Improvements and sufficient to avoid all co-insurance provisions of the subject insurance policy. Owner shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement.

10. No Alterations. Owner shall not make any structural alterations or modifications to the Improvements or make any changes to the color scheme of the Improvements as originally installed without the prior written consent of the Board and the City. Further, Owner shall not install any decorative elements or attach any fixtures to or upon the Improvements without the prior written consent of the Board. Any request of Owner for installation of decorative elements or attachment of fixtures must be in writing, and the Board shall approve or disapprove such request in writing within 15 business days following receipt. Failure of the Board to deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, neither the Board nor the City shall make any changes to the Improvements without the prior written approval of Owner.

11. Assignment and Subcontracting. The Board may assign or subcontract its rights and obligations under this Agreement, in whole or in part, without having to obtain the approval of Owner, provided, however, that the Board shall not be relieved of its obligations hereunder without Owner's consent. Owner may assign its rights and obligations under this Agreement, in whole or in part, to the Riverwalk Plaza Condominium Association, Inc., without having to obtain the approval of the Board, and, upon assignment, Owner shall be released from all obligations hereunder.

12. Force Majeure. If either party is delayed or interrupted in the performance or completion of any of its obligations hereunder by any cause beyond its control, such as but not limited to: any act, neglect, or default of the City or of any employee of the City or of the other party (including any delay requested by the other party), embargo, war, fire, flood, concealed conditions, cyclone, earthquake, epidemic, or other calamity, act of God or of the public enemy, riots, insurrection, or any strike, illegal walkout or secondary boycott, then the delay shall be excused and the time of performance specified in this Agreement shall be extended for a period equal to the time lost as a consequence of the delay or interruption.

13. Recording. This Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County.

14. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

15. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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

000107509

To Owner:

Robert O. Lemke, Executive Vice President
Firstar Community Investment Corporation
5526 West Capitol Drive
Milwaukee, WI 53216

To the Board:

c/o Historic Third Ward
Attn.: Ms. Nancy O'Keefe
219 North Milwaukee Street
Milwaukee, WI 53202

18. Covenants. This Agreement and all rights and obligations of the Board and Owner hereunder shall be covenants running with the land, encumbering the Property throughout the term of the Agreement, and shall be binding upon and inure to the benefit of the parties hereto, the City and their respective successors and assigns. Upon conveyance of all interests in the Property by Owner (or a successor owner), all obligations under this Agreement of the transferor shall terminate and the Board shall look solely to the owner of the Property for enforcement of the terms hereof.

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

20. Integration, Modification and Waiver. All of the terms and provisions of this Agreement and the understanding of the parties pertaining to the subject matter thereof are set forth in this Agreement and no prior understanding or obligation not expressly set forth herein shall be binding upon the parties. No subsequent modification of this Agreement shall be binding upon the parties unless in writing, executed by the parties hereto and approved of by the City. None of the provisions of this Agreement shall be considered waived by either party except when such waivers are given in writing. No such waiver shall be construed to be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement except as expressly stipulated therein.

21. Amendment. This Agreement may be amended only by a written instrument executed by both the Board and Owner and consented to in writing by the City.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date above first written.

HISTORIC RIVERWALK PLAZA LLC

BY Firstar Community Investment Corporation, Member Robert Lemke

BY _____
Robert O. Lemke
Executive Vice President

RIVERWALK PLAZA CONDOMINIUM ASSOCIATION, INC.

BY _____ Todd Hutchinson
Its Secretary/Treasurer

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 2

BY _____ Einar Traiger
Its Chairman

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on March 19, 1999, by Robert O. Lemke as Executive Vice President of Firstar Community Investment Corporation, member of Historic Riverwalk Plaza LLC, and Todd Hutchinson as Secretary/Treasurer of Riverwalk Plaza Condominium Association, Inc.

NOTARY PUBLIC JODI L. GANNAWAY STATE OF WISCONSIN

_____
(Jodi L. Gannaway)
Notary Public, State of Wisconsin
My commission expires Jan 26, 2003

00107511

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on March 19, 1999, by Einar Tangen and _____ as Chairman and _____, respectively, of the Board of Business Improvement District No. 2.

NOTARY PUBLIC JODI L. GANNAWAY STATE OF WISCONSIN

Jodi L Gannaway
(Jodi L. Gannaway)
Notary Public, State of Wisconsin
My commission expires January 24, 2003

CONSENT

The undersigned representatives of the City of Milwaukee hereby consent to the terms of this Agreement. Owner's grant of the Easement hereunder to the Board is deemed to satisfy Owner's obligation to grant the Riverwalk Easement to the City under the terms of the Development Agreement (as defined therein). The City hereby releases Owner from any further liability with respect to the Riverwalk Easement described in the Development Agreement. However, except as specifically modified herein, the City, by its execution of this Consent, and the Owner and the Board, by their execution of this Agreement, hereby reaffirm the provisions of the Development Agreement and of the June 23, 1998 Riverwalk Development Agreement for Business Improvement District No. 2 between the City and the Board, as amended.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

John O. Norquist
Mayor

City Clerk Ronald Leonhardt

COUNTERSIGNED:

Anita Parretti
DEPUTY Comptroller

Sp. Deputy

000107512

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on [illegible], 1999, by John Norquist, Ronald Leonhardt and [illegible] as Mayor, City Clerk and Comptroller, respectively, of the City of Milwaukee, a municipal corporation.

[Seal]

Notary Public, State of Wisconsin
My commission [illegible]

This document was drafted by and should be returned to:

Deborah C. Tomczyk, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street
Suite 2100
Milwaukee, WI 53202

000107513

EXHIBIT A

Legal Description of the Property

Lots 1, 2 and the North 1/2 of Lot 3, in Block 33, in the Town of Milwaukee, on the East side of the Milwaukee River, in the Southeast 1/4 of Section 29, in Town 7 North, Range 22 East. City of Milwaukee, County of Milwaukee, State of Wisconsin. Together with that portion of vacated East Chicago Street bounded and described as follows:

All of East Chicago Street, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, lying between a line drawn from the Southeast corner of Lot 9, in Block 32 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section to the Northeast corner of Lot 1, in Block 33 of said subdivision and the dock line of the left bank of the Milwaukee River established per Ordinance No. 754, File No. 63-3847-a, adopted on March 17, 1964.

Tax Key No. 392-0957-2

ADDRESS: 141-143 North Water Street

Lots 8 and 9, in Block 32, in the Plat of the Town of Milwaukee on the East Side of the River in Fractional Lot 2, in the Southeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, including that part of vacated East Chicago Street adjoining said Lot 9 on the Southwest.

Tax Key No. 392-0956-100-3

ADDRESS: 201 North Water Street

00010751 4

EXHIBIT B

Legal Description of Easement Areas

000107515

Description of an 8-foot wide Public Access Easement over portions of vacated East Chicago Street, the Milwaukee River and Lands in the 4th Aldermanic District of the City of Milwaukee.

An 8.00 foot wide Public Access Easement in the Southeast 1/4 of Section 29, Township 7 North, Range 22 East, described as follows: Commencing at the northeast corner of Lot 1 in Block 33 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section; thence North 09°12'57" East, along the westerly line of North Water Street, 1.34 feet to the point of beginning of the land to be described; thence North 80°47'03" West 96.00 feet to a point; thence North 09°12'57" East 27.34 feet to a point; thence North 80°47'03" West 53.56 feet to a point; thence South 09°32'07" West 128.71 feet to a point; thence North 80°27'48" West 8.00 feet to a point; thence North 09°32'07" East 127.97 feet to a point; thence North 80°27'53" West 28.50 feet to a point; thence North 09°32'07" East 24.00 feet to a point; thence South 80°27'53" East 28.50 feet to a point; thence North 09°32'07" East 106.70 feet to a point; thence South 80°27'48" East 6.00 feet to a point; thence South 09°32'07" West 107.32 feet to a point; thence South 80°47'03" East 47.26 feet to a point; thence North 09°12'57" East 26.02 feet to a point; thence South 80°47'03" East 90.17 feet to a point in the westerly line of North Water Street; thence South 09°12'57" West, along said westerly line, 8.00 feet to a point; thence North 80°47'03" West 82.17 feet to a point; thence South 09°12'57" West 26.02 feet to a point; thence North 80°47'03" West 55.30 feet to a point; thence South 09°32'07" West 6.64 feet to a point; thence South 80°47'03" East 61.51 feet to a point; thence South 09°12'57" West 27.34 feet to a point; thence South 80°47'03" East 76.00 feet to a point in the westerly line of North Water Street; thence South 09°12'57" West, along said westerly line, 8.00 feet to the point of beginning. Excepting therefrom that part described as follows: Commencing at the northeast corner of said Lot 1; thence North 09°12'57" East, along the westerly line of North Water Street, 9.34 feet to a point; thence North 80°47'03" West 76.00 feet to a point; thence North 09°12'57" East 27.34 feet to a point; thence North 80°47'03" West 69.51 feet to a point; thence South 09°32'07" West 0.68 feet to the point of beginning of the land to be described; thence North 80°27'53" West 20.50 feet to a point; thence North 09°32'07" East 8.00 feet to a point; thence South 80°27'53" East 20.50 feet to a point; thence South 09°32'07" West 8.00 feet to the point of beginning.

00107516

Description of the Street Improvements Area over a portion of vacated East Chicago Street and Lands between North Water Street and the Milwaukee River, in the 4th Aldermanic District of the City of Milwaukee.

That part of the Southeast 1/4 of Section 29, Township 7 North Range 22 East, described as follows: Commencing at the northeast corner of Lot 1 in Block 33 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section; thence North 09°12'57" East, along the west line of North Water Street, 1.34 feet to the point of beginning of the land to be described; thence North 80°47'03" West 137.71 feet to a point; thence North 09°32'07" East 63.66 feet to a point; thence South 80°47'03" East 47.10 feet to a point; thence North 09°12'57" East 12.34 feet to a point; thence South 80°47'03" East 90.17 feet to a point in the west line of North Water Street; thence South 09°12'57" West, along said west line, 76.00 feet to the point of beginning.

000107517

Description of the Riverwalk Improvements Area over a portion of the Milwaukee River and Lands at the westerly end of vacated East Chicago Street, in the 4th Aldermanic District of the City of Milwaukee.

That part of the Southeast 1/4 of Section 29, Township 7 North, Range 22 East, described as follows: Commencing at the northeast corner of Lot 1 in Block 10 of Plat of Milwaukee, a recorded subdivision, in said 1/4 Section; thence North 09°12'57" East, along the westerly line of North Water Street, 1.34 feet to a point; thence North 80°47'03" West 137.71 feet to a point; thence South 09°12'07" West 101.37 feet to the point of beginning of the land to be described; thence North 80°27'48" West 9.50 feet to a point; thence North 09°32'07" East 127.97 feet to a point; thence North 80°27'53" West 27.00 feet to a point; thence North 09°32'07" East 24.00 feet to a point; thence South 80°27'53" East 27.00 feet to a point; thence North 09°32'07" East 106.70 feet to a point; thence South 80°27'48" East 9.50 feet to a point; thence South 09°32'07" West 258.67 feet to the point of beginning.

00010751B

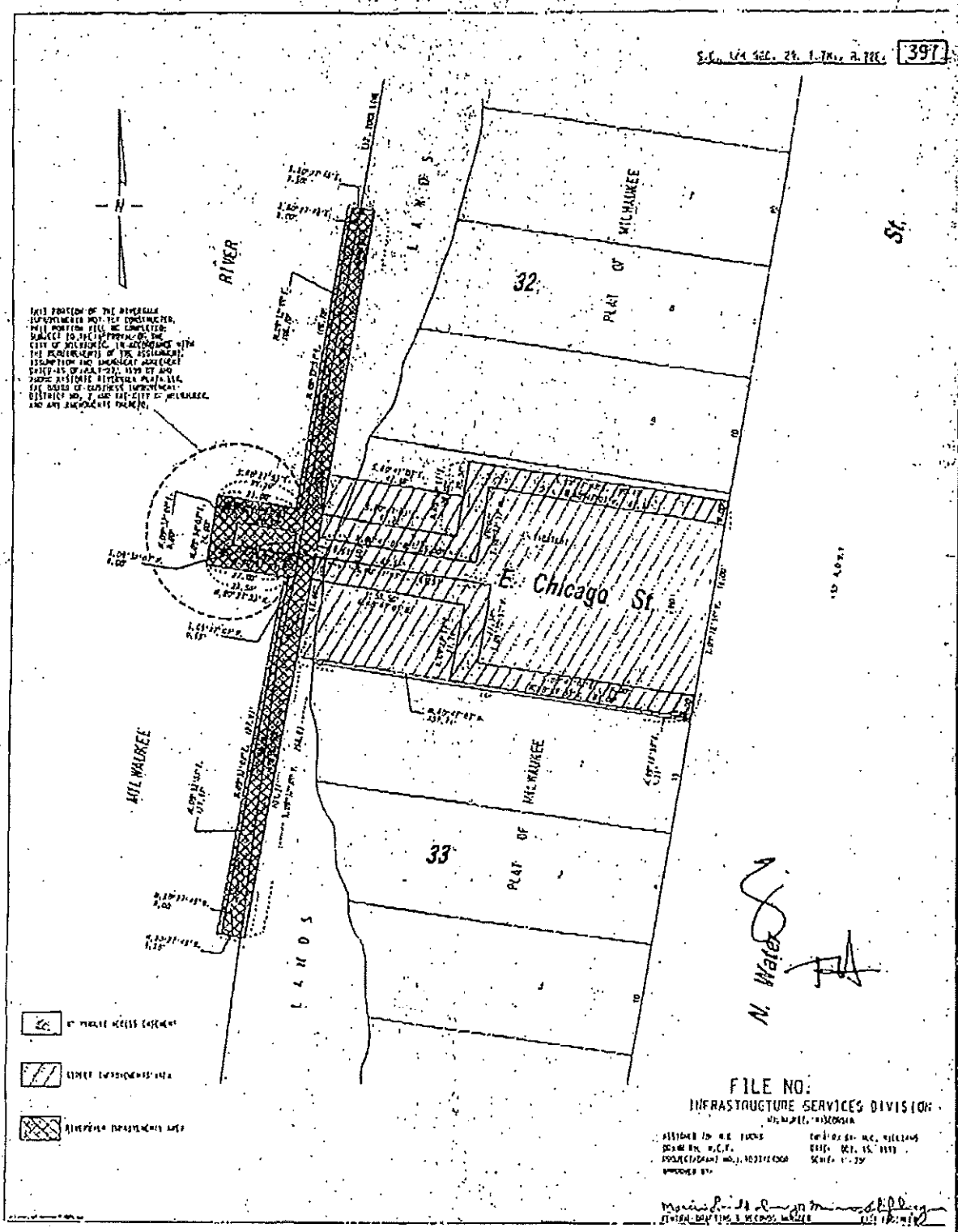

397
RIVER
ILLINOIS
MILWAUKEE
32
PLAT OF MILWAUKEE
E. Chicago St.
33
PLAT OF MILWAUKEE
N. Water St.
FILE NO:
INFRASTRUCTURE SERVICES DIVISION

EXHIBIT D

Riverwalk Maintenance and Operation Criteria
First Class Facility

1. Open for use at all times except as it relates to adverse possession, and times of maintenance and repair.

2. Keep a minimum of 8-foot wide clear path for through movement of pedestrians at all times the structure is open.

3. Maintain lighting during hours of darkness for security and safety (same burn time as City street lighting - minimum).

   - Replace burned out luminaries as necessary

4. Remove ice and snow within 24 hours of a storm.

   - Area drains, if any, kept open at all times

5. Keep Riverwalk generally clean of litter on a daily basis.

   - Empty trash receptacles as necessary
   - Wash down Riverwalk of bird droppings/discarded forage (alewives, etc.) as necessary.

6. Keep benches and other amenities in good, safe repair at all times.

7. Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality.

   - Remove graffiti as soon as practical (as weather permits)

8. Effect deck repairs to mitigate potential injury to public

   - Patch spalled area to minimize irregular walking surface
   - Level differential pavement joints of 1-inch or more to minimize tripping hazard

9. Inspect structural integrity of facility semi-annually and as necessary if collisions or other problems occur.

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ARTICLES OF INCORPORATION

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