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	LAKEFRONT CULTURAL CENTER CONDOMINIUM
	DECLARATION OF CONDOMINIUM

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This document was drafted by  
Bruce Block  
Reinhart Boerner Van Deuren s.c

**LAKEFRONT CULTURAL CENTER CONDOMINIUM**  
700 North Art Museum Drive  
Milwaukee, Wisconsin

**DECLARATION OF CONDOMINIUM**

**RECITALS**

A. Prior to the date hereof, Milwaukee County ("County") and Milwaukee Art Museum, Inc. ("MAM") were parties to a certain Lease Agreement dated as of October 1, 2013, pursuant to which County leased to MAM a portion of the Land, a portion of the Saarinen Building and the Kahler Building (all as defined below) (the "MAM Lease"), and further pursuant to which County granted to MAM certain air rights for the construction and location of a pedestrian bridge ("Pedestrian Bridge") over Lincoln Memorial Drive (the "Air Rights");

B. Prior to the date hereof, County and Milwaukee County War Memorial, Inc. ("WMC") were parties to a certain Lease Agreement dated as of October 1, 2013, pursuant to which County leased to WMC a portion of the Land, a portion of the Saarinen Building, the Underbridge and the North Tract (all as defined below) (the "WMC Lease");

C. Prior to the date hereof, County, MAM and WMC were parties to that certain North Tract Access, Use and Future Development Agreement dated as of October 1, 2013 (the "North Tract Agreement");

D. MAM and WMC are parties to that certain Cooperation Agreement dated as of October 1, 2013 (the "Cooperation Agreement");

E. MAM, WMC and County are parties to that certain Development Agreement dated as of October 1, 2013 (the "Development Agreement");

F. Pursuant to Milwaukee County Board Resolution 16-229 ("Resolution"), County approved a transfer of ownership of the portions of the Saarinen Building, North Tract and Underbridge currently leased to WMC (the "WMC Transfer"), and a transfer of the portion of the Saarinen Building currently leased to MAM, the Kahler Building, including the East Addition, and the property commonly known as O'Donnell Park, located at 910 Michigan Street, Milwaukee, Wisconsin (the "O'Donnell Property") to MAM (collectively, the "MAM Transfer" and collectively with the WMC Transfer, the "Transfers"). Pursuant to the foregoing Resolution and to effectuate the Transfers, County and MAM have agreed to create two condominiums, one for the O'Donnell Property, which condominium is separate from the Condominium created herein, (the "Lakefront Pavilion Condominium") and another condominium for the Land, the Saarinen Building, the Kahler Building and the Calatrava (as defined in Section 2, below). Prior to the date hereof, MAM owned fee simple interest in the Calatrava and will continue such ownership.

G. Concurrently with the Transfers, the parties have agreed to terminate the MAM Lease, WMC Lease and North Tract Agreement, which agreements are being replaced by this Declaration of Condominium and the Condominium Agreement of the Lakefront Cultural Center

Condominium hereunder (the "Condominium Agreement"), and any documents or exhibits referenced in this Declaration of Condominium or the Condominium Agreement. The Cooperation Agreement will remain in full force and effect, subject to modification or termination by MAM and WMC as set forth in that document. The Development Agreement will remain in full force and effect, subject to modification or termination by MAM, WMC and County as set forth in that document. MAM and County are entering into a separate easement agreement regarding the Air Rights for the benefit of the Pedestrian Bridge.

## AGREEMENT

MILWAUKEE COUNTY and MILWAUKEE ART MUSEUM, INC. (collectively, "Declarant"), do hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Condominium Law"). The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as the Lakefront Cultural Center Condominium (the "Condominium"). The address of the Condominium shall be 700 North Art Museum Drive, Milwaukee, Wisconsin 53202.

1. **Description of Land.** The land which is the subject of this Declaration and upon which the improvements are located is in Milwaukee County, Wisconsin, and is more particularly described on Exhibit A attached hereto (the "Land"). A survey of the Land, showing the boundaries of the Condominium, is contained in the Lakefront Cultural Center Condominium Plat filed for record in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Condominium Plat"). A copy of the Condominium Plat is attached hereto as Exhibit B.

2. **Description of Buildings.** The improvements currently constructed on the Land consist of three buildings: the "Saarinen Building", the "Kahler Building" and the "Calatrava" (each a "Building" and collectively referred to herein as the "Buildings"). The Kahler Building includes the eastern expansion of that structure undertaken by MAM in 2014-15 and commonly referred to as the "East Atrium Addition" or the "East Addition". Each Building is depicted on the Condominium Plat.

3. **Identification and Location of Units.** The Land and the Buildings described in Sections 1 and 2 have been divided into three condominium units ("County Unit 1", "MAM Unit 2" and "WMC Unit 3", individually a "Unit" and collectively, the "Units") as designated on the Condominium Plat, and the Limited Common Elements and Common Elements (both as hereinafter defined). Simultaneously with the recording of this Declaration, title to County Unit 1 will be conveyed to the County, title to MAM Unit 2 will be conveyed to MAM and title to WMC Unit 3 will be conveyed to WMC. As noted in Recital F above, MAM owns the Calatrava and inclusion of the Calatrava within MAM Unit 2 will not effect or cause a change in ownership of the Calatrava.

4. **Description of Units.**

(a) The dimensions and locations of the Units are set forth on the Condominium Plat. All capitalized terms below refer to the specific areas identified by such terms on the Condominium Plat. The description and boundaries of each Unit are as follows:

(i) County Unit 1. County Unit 1 consists of the following:

- [a] All of the Land;
- [b] The Shoreline Area, and the improvements located within the Shoreline Area, including, without limitation, the Sea Wall, the Lake Walk, the flood control structures, heat tracing system and drainage outfalls (collectively designated as "Outfalls" on the Condominium Plat); and
- [c] All structural columns, footings, foundations (including all components of the underground foundation), caissons (if any), roof, Mason Street and adjacent sidewalk surface area (inclusive of the Mason Street Plaza) and bearing walls (collectively, the "Structural Components") of the Underbridge.

(ii) MAM Unit 2. MAM Unit 2 consists of the following:

- [a] The Calatrava, including all exterior surfaces and Structural Components;
- [b] The surface improvements of the West Plaza;
- [c] The surface improvements of the Fountain Area;
- [d] The surface improvements of the Art Museum Drive;
- [e] The surface improvements of the Parking Lot Access Drive;
- [f] The Kahler Building, including all exterior surfaces and Structural Components;
- [g] The surface improvements of the East Addition Plaza;
- [h] The surface improvements of the East Calatrava Plaza;
- [i] All interior portions of the Saarinen Building Base depicted on the Condominium Plat as part of MAM Unit 2, including the exterior walls of the Saarinen Building Base, including, but not limited to:
  - [i] The Docent Room;
  - [ii] Fitch Plaza; and
  - [iii] The Offices located in the Saarinen Building Base Sub-Basement.

[j] The Loading Dock and Air Vent(s) improvements located within the North Tract;

[k] All mechanical equipment and systems located within the Saarinen Building Base and Underbridge serving the Kahler Building and Saarinen Building Base;

[l] Any improvements located on the Land that support the Pedestrian Bridge; and

[m] The two Lake Michigan intake pipes.

(iii) WMC Unit 3. WMC Unit 3 consists of the following:

[a] All portions of the of the Saarinen Building Pedestal (the "Pedestal") depicted on the Condominium Plat as part of the WMC Unit 3, including the air handling and mechanical systems located within the Pedestal and the interior walls of the Pedestal;

[b] All interior areas of the Underbridge that are not part of MAM Unit 2;

[c] All portions of the Saarinen Building Base depicted on the Condominium Plat as part of WMC Unit 3, including the interior walls of such portions, including, but not limited to the following:

[i] The North Lobby, including the North Lobby Entrance Plaza;

[ii] The South Entrance Lobby Area and South Entrance Plaza;

[iii] The Docent Level Lobby; and

[iv] The Saarinen Building Base Sub-Basement (except any portions that are part of MAM Unit 2, above).

[d] The surface of Veterans Courtyard;

[e] Veteran's Gallery; and

[f] The surface of, including all surface materials and improvements on, the North Tract, except for the Loading Dock and Air Vent(s), which are part of MAM Unit 2.

(b) Except as otherwise expressly provided herein, whenever a Unit includes a Building, or a portion thereof, the following shall apply:

(i) The lower boundary of such portion of the Unit shall be the undersurface of the concrete floor beneath such Building.

(ii) The upper boundary of the Unit shall be the plane of the outer surface of the ceiling drywall of the highest level of the Unit (or applicable portion thereof).

(iii) The vertical boundaries of such portion of the Unit shall be as follows:

[a] As to vertical boundaries separating horizontally adjacent Units or separating horizontally adjacent Units and Common Elements, such boundaries shall be the vertical plane running through the exact center of each wall separating the Unit from another Unit or from any areas which are Common Elements, provided, however, that all doors and windows serving a Unit and opening onto, or into, Common Elements or another Unit, shall be included within the boundaries of the Unit served by such doors and windows.

[b] As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit (including within such boundary all physical elements and components of such exterior surface such as, but not limited to, windows, doors, and building facade).

(c) All utility services, lines, pipes, wires, vents, flues, elevators, chimneys, ducts, cables, conduits, antennae, fire prevention installations, stairwells and Building service equipment (collectively, the "Service Elements") serving only one Unit and located within the boundaries of such Unit shall be a part of the Unit served. All Service Elements serving more than one Unit shall be Common Elements (or Limited Common Elements, as applicable), regardless of where such Service Elements are located, unless such Service Element is part of a specific Unit as provided in this Section 4. All Structural Components supporting only one Unit shall be part of such Unit. All Structural Components supporting more than one Unit shall be Common Elements (or Limited Common Elements, as applicable), regardless of where such Structural Components are located, unless such Structural Components are part of a specific Unit as provided in this Section 4. (For example, the Structural Components of the Underbridge are part of County Unit 1, and are not a Common Element).

(d) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction or repair of the Building(s), or as a result of settling or shifting of the Building(s), a valid easement for the encroachment and for its maintenance shall exist so long as the Building(s) stands. 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 the Building(s) 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.

5. Description of the Common Elements. The following are the Common Elements of the Condominium (the "Common Elements"):

(a) The storm water system located within the boundaries of the Condominium that serves all of the Units (except for the north/south storm water line that runs along the western portion of the Condominium, beneath the Underbridge, that extends and serves areas north and south of the Condominium, which is owned by Milwaukee County but is not part of County Unit 1);

(b) The Service Elements serving all of the Units (except for the water main supply line that serves the Saarinen Building, which is owned by Milwaukee County but is not part of County Unit 1);

(c) The Structural Components within and beneath the Saarinen Building Base (that are not otherwise part of a specific Unit as provided in Section 4 above or not part of the Limited Common Elements pursuant to Section 6(c)(i), below); and

(d) Any other Common Elements that may be designated on the Condominium Plat as Common Elements.

6. Description of Limited Common Elements. The following Common Elements are assigned to and limited to the exclusive use of one or more of the Units as follows (the "Limited Common Elements"):

(a) Any Service Elements and/or Structural Components serving more than one Unit but less than all of the Units shall be appurtenant to and reserved for the exclusive use of the Units so served, unless otherwise indicated on the Condominium Plat or in this Declaration.

(b) Any other Common Elements that may be designated on the Condominium Plat as Limited Common Elements appurtenant to one or more specific Units.

(c) The following are Limited Common Elements appurtenant to County Unit 1 only (the "Springing Limited Common Elements"), until the Transfer Date (as defined in Section 18 below):

(i) All Structural Components of the Pedestal, including those above the Saarinen Building Base, or within the Saarinen Building Base to the extent the same support the Pedestal, and the exterior walls of the Pedestal, including the exterior ledges and balconies;

(ii) The roof of the Pedestal;

(iii) The Exterior Saarinen Building Base Stairs, as designated on the Condominium Plat; and

(iv) The Exterior Pavement Outside Veterans Gallery, as designated on the Condominium Plat; and

(v) The exterior canopies above the north and south entrances to the Saarinen Building, as designated on the Condominium Plat.

7. Condominium Plat. There is recorded concurrently herewith a Condominium Plat containing a survey of the Land and plans showing the approximate dimensions, floor area and location of each Unit and showing the Common Elements and Limited Common Elements graphically, to the extent feasible. Each Unit is designated on the Condominium Plat by number. The Condominium Plat includes in it the certificate of a licensed land surveyor authorized to practice that profession in the State of Wisconsin, that the Condominium Plat is a correct representation of the Condominium and that the identification and location of each Unit and the Common Elements and Limited Common Elements can be determined from the Condominium Plat.

8. Determination of Percentage Undivided Interest in Common Elements. The undivided percentage interest (the "Undivided Interest") in the Common Elements appurtenant to each Unit shall be as follows:

<u>Unit</u>	<u>Undivided Interest</u>
County Unit 1	33 1/3%
MAM Unit 2	33 1/3%
WMC Unit 3	33 1/3%
	100%

9. Voting Rights in the Condominium Association; Small Condominium.

(a) There shall be three (3) votes in the Condominium Association. Each Unit shall have one vote.

(b) The Condominium established by this Declaration is a small condominium as defined in Wis. Stats. §703.02(14m). In accordance with §703.365 of the Condominium Law: (i) The Condominium Association shall have no bylaws and shall be governed by the terms of the Condominium Agreement; (ii) The obligation to establish a statutory reserve account is hereby waived, and no statutory reserve account will be established for this Condominium; and (iii) Wis. Stats. §703.365(8) regarding disclosure requirements shall apply to this Condominium.

10. Use of Units. The Units may be used only for the following purposes:

(a) Any portion of County Unit 1 not now or hereafter encumbered by improvements shall be used for park purposes only, subject to Chapter 47 of the Milwaukee County Ordinances, as amended from time to time. County Unit 1 shall not be used in any manner which conflicts with the permitted uses of MAM Unit 2 and WMC Unit 3, set forth below.



(b) MAM Unit 2 may be used for exhibition space, storage space, performance space, theater space, meeting rooms, classroom space, multimedia displays, special events, art education, the placement of art installations, a museum shop or any other use consistent with the Public Trust Doctrine, and ancillary and accessory uses to all of the foregoing (including but not limited to parking), and offices related to any of the foregoing uses. An auxiliary non-destination restaurant with food and beverage service, including the service and sale of alcoholic beverages, including ancillary and accessory uses thereto, is also a permitted use (including the holding of a liquor license). The MAM Unit 2 owner shall operate MAM Unit 2, including any restaurant located in MAM Unit 2, in compliance with the Public Trust Doctrine. The MAM Unit 2 owner shall supply to the County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in MAM Unit 2 to confirm compliance with the Public Trust doctrine. Notwithstanding the foregoing, MAM Unit 2 owner shall have the right to exclude the public from the unenclosed portions of MAM Unit 2 for no more than twenty (20) days per year and only for limited special events, upon notice reasonably provided to County, and also during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from County, except that the Lake Walk must remain open at all times to the public. County may, by permit, grant the MAM Unit 2 owner more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities located in or on MAM Unit 2 at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant that may be part of MAM Unit 2, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, which access rights are subject to reasonable rules and regulations of the MAM Unit 2 owner, to protect the safety of visitors to MAM Unit 2, to protect any art collection(s) located within MAM Unit 2 or the Condominium, and to allow for proper sharing of uses.

(c) WMC Unit 3 may be used for lawful purposes consistent with furthering the mission of the Milwaukee County War Memorial, Inc., promoting educational programs and exhibitions for the benefit of the public which honor the memory of veterans, and any other use consistent with the Public Trust Doctrine, and providing for the enjoyment of visitors and citizens of the County, including the operation of parking facilities on the North Tract and Underbridge consistent with present uses. The WMC Unit 3 owner shall operate WMC Unit 3, including any restaurant located in WMC Unit 3, in compliance with the Public Trust Doctrine. The WMC Unit 3 owner shall supply to County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in WMC Unit 3 to confirm compliance with the Public Trust Doctrine. Notwithstanding the foregoing, the WMC Unit 3 owner shall have the right to exclude the public from the unenclosed portions of WMC Unit 3 for no more than twenty (20) days per year and only for limited special events, upon notice reasonably provided to County, and also during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from the County, except that the Lake Walk must remain open at all times to the public. The County may, by permit, grant the WMC Unit 3 owner more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities

located in or on WMC Unit 3 at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant that may be part of WMC Unit 3, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, and which access rights are subject to reasonable rules and regulations of the WMC Unit 3 owner, to protect the safety of visitors to WMC Unit 3.

(d) MAM Unit 2 and WMC Unit 3 are subject to County Unit 1 owner's reservation of the right for all unenclosed portions of MAM Unit 2 and WMC Unit 3 to be used by the public for the uses allowed by the Public Trust Doctrine and the lake bed grants, subject to reasonable rules and regulations established by the MAM Unit 2 and/or WMC Unit 3 owners, respectively.

(e) The owners of each Unit shall have the right within their respective Units to alter, construct and remove the interior portions of their Units (including interior walls) in accordance with the purposes permitted herein and, in connection therewith, to relocate Common Elements (or Limited Common Elements) within their respective Units, provided that any such construction or relocation of Common Elements (or Limited Common Elements) shall: (i) be consistent with the operation and maintenance of the Condominium as a first-class complex; and (ii) neither interfere unreasonably with the use of any other Unit and rights appurtenant thereto, nor impair the structural integrity of Service Elements or Structural Components of the Condominium, nor unreasonably interrupt service to other parts of the Condominium. Except in an emergency no Unit owner shall commence any work affecting the Common Elements or Limited Common Elements (whether located inside or outside of their Units) without providing the other Unit owners with at least thirty (30) days prior written notice of the extent of the work to be performed, the names of all contractors performing the work and the estimated commencement date, and obtaining the consent of such other Unit owners for such work (not to be unreasonably withheld, conditioned or delayed). The Unit owner commencing such work affecting the Common Elements (or Limited Common Elements as applicable) shall provide such additional information as the Condominium Association or such other Unit owners may request. If the Unit owners do not respond to such written request for consent within thirty (30) days after the receipt of the foregoing information, the request shall be deemed approved. In the event of any dispute between Unit owners regarding whether a Unit owner's plans for construction will "unreasonably interfere" with the use of another Unit, such matter shall be handled as set forth in the Condominium Agreement.

(f) If any construction, mechanic's, materialman's or other similar lien shall at any time be filed against a Unit (the "Affected Unit") on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, in connection with or at the direction of another Unit owner (the "Responsible Unit Owner"), the Responsible Unit Owner shall, without cost or expense to the owner of the Affected Unit, promptly (within sixty (60) days of the filing of the same), cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. Without limiting any other rights or remedies of the Affected Unit owner, if the Responsible Unit Owner fails for any reason to cause a lien or encumbrance to be discharged within sixty (60) days of the filing or recording thereof, then the

Affected Unit owner may take such action(s) as it deems necessary to cause the discharge of the same (including, without limitation, by paying any amount demanded by the party who has filed or recorded such lien or encumbrance, regardless of whether the same is in dispute), and the Affected Unit owner shall be reimbursed by the Responsible Unit Owner for all costs and expenses (including reasonable attorneys' fees) incurred by the Affected Unit owner in connection therewith, within thirty (30) days following written demand therefor.

(g) The owners of MAM Unit 2 and WMC Unit 3 agree that they will not use, or permit the use of, their respective Units in a manner that would result in a use of the applicable Unit for a "Private Activity" (as defined in the Internal Revenue Code, as amended) to the extent necessary to maintain the tax-exempt status of the interest on outstanding bonds issued or to be issued by County to finance repairs or improvements to the Units. This provision shall remain in force as long as the County has such bonds outstanding.

11. Relocation of Boundaries Between Adjoining Units. Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of the Condominium Law, provided that any proposed reallocation of voting rights, liability for common expenses and Undivided Interests must be unanimously approved by the Board of Directors of the Condominium Association.

12. Creation of a Divided Unit Condominium.

(a) Except as expressly set forth herein, no Unit owner may create a separate condominium (a "Divided Unit Condominium") within the Condominium, without the prior written consent of all Unit owners.

(b) The owner of MAM Unit 2 and the owner of WMC Unit 3 may, each, create a separate condominium (a "Divided Unit Condominium") within the Condominium by subjecting its respective Unit to another declaration of condominium (a "Divided Unit Declaration of Condominium") and thereby subdividing such Unit into two or more individual units (the "Subunits"), each of such Subunits thereby becoming a separate unit within the Divided Unit Condominium. (A Unit which is converted into a Divided Unit Condominium as provided herein is referred to herein as a "Divided Unit.") Under a Divided Unit Declaration of Condominium, all portions of the Divided Unit not included in any Subunit shall constitute the common elements of the Divided Unit Condominium. Use of said Subunits shall be subject to restrictions, rules and regulations contained in or promulgated pursuant to this Declaration and the Condominium Agreement, as well as to those contained in or promulgated pursuant to the Divided Unit Declaration of Condominium and the by-laws or condominium agreement and rules and regulations, if any, of the condominium association of the Divided Unit Condominium. If this Declaration or the Condominium Agreement are amended after the creation of a Divided Unit Condominium, the Divided Unit Condominium Declaration of Condominium and the by-laws or condominium agreement and rules and regulations of the condominium association of the Divided Unit Condominium shall be deemed amended to the extent inconsistent with this Declaration or the Condominium Agreement of the Condominium Association, as amended. Notwithstanding the creation of a Divided Unit, the WMC Unit 3 owner and the MAM Unit 2 owner must each maintain the voting rights of WMC Unit 3 and MAM Unit 2, respectively, hereunder.

13. **Organization of Unit Owners.** An unincorporated association through which the Unit owners will manage and regulate the Condominium has been formed and has enacted a Condominium Agreement pursuant to the Condominium Law. The name of the association is the Lakefront Cultural Center Condominium Association (the "Condominium Association").

14. **Common Elements Located Inside of Units, Etc.** Each Unit owner shall have an easement to use all Service Elements and other Common Elements (or, if applicable, Limited Common Elements) located in any other Unit and serving its Unit. Each Unit shall be subject to an easement in favor of the owners of the other Units to use the Service Elements and other Common Elements (or, if applicable, Limited Common Elements) serving such other Unit and located in such Unit. The Common Elements and all Units are subject to mutual rights of support, access, use and enjoyment by all Unit owners. The Condominium Association shall have a right of access to each Unit to inspect the same, to correct or remove therefrom violations of this Declaration, the Condominium Agreement or applicable laws and to install, maintain, repair, replace and relocate the Service Elements and other Common Elements within or accessible from such Unit. Where an emergency fire exit leads to a Unit, said Unit shall be subject to an access easement in favor of the owners of the other Units to reach the Common Elements in the event of emergency. Any installation, replacement or relocation of Common Elements within a Unit shall be located at or near previous locations (if feasible) or, to the extent feasible, above ceiling surfaces, below floor surfaces or within walls. Except in an emergency, any right of access to a Unit granted in this Section 14 shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored to its prior condition after completion of any work in the Unit conducted pursuant to any right of access granted in this Section 14.

15. **Easements.**

(a) There shall be an easement appurtenant to MAM Unit 2 for a nonexclusive right of access on, over, under, and across the North Tract for (i) pedestrian and vehicular access between the Lincoln Memorial Drive right-of-way and MAM Unit 2, including the loading dock and passageway into the Kahler Building and access to the Underbridge, (ii) pedestrian and vehicular access between different parts of MAM Unit 2, (iii) pedestrian and vehicular access between the Lake Walk to MAM Unit 2, and (iv) parking purposes on an as available basis, at then existing rates as determined by the WMC Unit 3 owner or pursuant to a separate agreement entered into by the WMC Unit 3 owner and the MAM Unit 2 owner, as such parking areas exist now or in the future. Such access to the North Tract shall be made available to MAM Unit 2 on all days and at all times, subject to temporary interruptions reasonably necessary for security emergencies, and for maintenance, repair, replacements and permitted alterations of the North Tract.

(b) There shall be an easement appurtenant to MAM Unit 2 for temporary construction rights of access on, over and across the North Tract for the purpose of transporting and staging equipment and materials in connection with any repairs, replacements or additions to the Kahler Building and the portions of MAM Unit 2 located within the Saarinen Building, and an easement to MAM Unit 2 for temporary access on, over and across the North

Tract in connection with any repairs, replacements or additions to any other portions of MAM Unit 2.

(c) There shall be an easement appurtenant to the MAM Unit 2 for temporary construction rights of access on, over, under, across and outside the Underbridge to permit the MAM Unit 2 owner to combine the two chiller plants currently located within the Underbridge. Such combination will require the installation of piping, electrical and related facilities between the two existing chiller plants (which may be run underground between the two plants or may be run overhead or along the outside walls of the Underbridge).

(d) There shall be an easement appurtenant to MAM Unit 2 and WMC Unit 3 for rights to the use of the Shoreline Area, Sea Wall and the Lake Walk.

(e) There shall be (i) an easement appurtenant to MAM Unit 2 and WMC Unit 3 for the right to access and install, use, maintain, repair, replace and relocate such underground utility infrastructure (including without limitation, gas, electricity, steam, water, and sewer) on, over, across and under the Land and the North Tract in the area of the existing utility corridors shown on Exhibit C, attached hereto and made a part hereof, and (ii) an access easement appurtenant to County Unit 1 and MAM Unit 2 over and across the surface of the North Tract as may be required for use and installation of utility infrastructure (including maintenance, repairs and replacements of any such infrastructure). If additional utility infrastructure areas are required outside of the existing utility corridor areas shown on Exhibit C, such additional utility infrastructure areas shall be made available to MAM Unit 2 and/or WMC Unit 3, without cost or expense to the applicable Unit owner and subject to the County Unit 1 owner's approval as to the location of the same, which shall not be unreasonably withheld, conditioned or delayed. All such work shall be paid for by the party authorizing the requested work.

(f) There shall be an easement appurtenant to MAM Unit 2 for access in, through and to the Saarinen Building Base Sub-Basement, the Underbridge and the stairs and elevators located in the Saarinen Building that are part of either County Unit 1 or WMC Unit 3.

(g) There shall be an easement appurtenant to County Unit 1 for access in, through and to the Saarinen Building Base Sub-Basement, the Underbridge, the North Lobby, the South Entrance Lobby Area, Veterans Gallery and the stairs and elevators located in the Saarinen Building that are part of WMC Unit 3 and/or MAM Unit 2.

(h) There shall be (i) an easement appurtenant to MAM Unit 2 for access to and maintenance, repair, and replacement of, mechanical and air handling equipment and antennas on the roof of the Pedestal and in the Saarinen Building Base Sub-Basement, in their existing locations as of the date hereof, (ii) an easement appurtenant to MAM Unit 2 for access to and placement of new, or relocation of existing, mechanical and air handling equipment in the Saarinen Building Base Sub-Basement in areas approved by the WMC Unit 3 owner (such approval not to be unreasonably withheld, conditioned or delayed), and (iii) an easement appurtenant to MAM Unit 2 for access to and placement of new, or relocation of existing, antennas on the roof of the Pedestal in areas approved by the then current owner of the

Springing Limited Common Elements (such approval not to be unreasonably withheld, conditioned or delayed).

(i) There shall be an easement appurtenant to County Unit 1 for access over those portions of MAM Unit 2 and WMC Unit 3 not encumbered with improvements to maintain, repair and replace certain underground gas, electricity, steam water, sewer and other utilities and services as identified on the survey attached hereto as Exhibit C, including without limitation, the Lincoln Memorial Drive traffic signals, conduits, wires and controllers. Except in an emergency the County Unit 1 owner shall provide at least fifteen (15) business days advance written notice to the MAM Unit 2 and WMC Unit 3 owners of its intent to maintain, repair and replace any such utilities. Following any such maintenance, repairs or replacements, the County Unit 1 owner shall, at its sole cost and expense, repair and restore any damage to MAM Unit 2 and/or WMC Unit 3, including replacing any topsoil and planting grass on top of that portion of the surface disturbed by any such maintenance, repairs or replacements.

(j) There shall be an easement appurtenant to MAM Unit 2 (i) for placement of sculptures or other art work on the Land in the locations shown as Existing Sculpture Locations on the Condominium Plat; (ii) for future placement of sculptures or other art work or signs on the those portions of the Land which are the MAM Unit 2 owner's responsibility for maintenance, in locations approved by the County Unit 1 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed); and (iii) for future placement of sculptures or other art work or signs on the those portions of the Land which are the WMC Unit 3 owner's responsibility for maintenance, in locations approved by the County Unit 1 owner and WMC Unit 3 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed).

(k) There shall be an easement appurtenant to WMC Unit 3 for temporary construction rights of access on, over, under, across and outside the Underbridge to permit the WMC Unit 3 owner to perform construction work within and otherwise use the interior of the Underbridge, including, without limitation, the construction of a mezzanine level within the Underbridge.

(l) There shall be an easement appurtenant to WMC Unit 3 (i) for the location of existing (as of the date hereof) monuments on Mason Street Plaza, and (ii) for future placement of monuments and related improvements on the North Tract and Mason Street Plaza in locations approved by the County Unit 1 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed).

(m) There shall be an easement appurtenant to MAM Unit 2 and WMC Unit 3 for access on, across, over and under the Land to maintain, repair, replace, reconstruct and rebuild MAM Unit 2 and WMC Unit 3, as necessary.

(n) There shall be an easement appurtenant to County Unit 1 for access on, across, over and under MAM Unit 2 and the WMC Unit 3 to maintain, repair, replace, reconstruct and rebuild County Unit 1 and meet its obligations set forth on Exhibit F attached hereto (the "Responsibilities Chart"), as necessary.

(o) There shall be an easement appurtenant to WMC Unit 3 for the placement, and access for maintenance, repair and replacements, of antennas on the roof of the Pedestal, in locations approved by the County Unit 1 owner (such approval to not be unreasonably withheld, conditioned or delayed).

(p) There shall be an easement appurtenant to WMC Unit 3 for access on, across, over and under County Unit 1 and MAM Unit 2 to meet its obligations set forth in the Responsibilities Chart, as necessary.

(q) There shall be an easement appurtenant to MAM Unit 2 for access on, across, over and under County Unit 1 and WMC Unit 3 to meet its obligations set forth in the Responsibilities Chart, as necessary.

(r) There shall be an easement appurtenant to WMC Unit 3 until September 30, 2097 for the use of Fitch Plaza for weddings, receptions, parties, events and other bookings in accordance with the terms of the Cooperation Agreement, so long as WMC is the owner of WMC Unit 3. The MAM Unit 2 owner shall not make changes to Fitch Plaza in a manner that materially interferes with the use of Fitch Plaza by WMC Unit 3, pursuant to the Cooperation Agreement (as it may be amended).

(s) In exercising any rights under the easements set forth herein, each Unit owner shall use commercially reasonable efforts to minimize the impact of such use on the operations of the other Unit owners. Any damage caused to a Unit by such access shall be repaired at the cost of the Unit owner that caused such damage.

#### 16. Maintenance and Utilities.

(a) Each owner shall, at its sole cost and expense, maintain, repair, and if necessary (and subject to the casualty and condemnation provisions in the Condominium Agreement) replace its Unit to keep the same in good condition and repair, subject to reasonable wear and tear. All repairs, maintenance, replacements and other work on such owner's Unit shall be done in a good and workmanlike manner, free of construction liens, and shall include maintenance of landscaping and vegetation and regular snow removal. All such work shall be conducted to ensure compliance with applicable codes and ordinances.

(b) Notwithstanding anything to the contrary herein, the WMC Unit 3 owner shall, at its sole cost and expense, (i) perform litter and debris collection, maintenance of vegetation and landscaping and snow removal of the North Tract, Mason Street Plaza and such other portions of the Condominium identified as the WMC Unit 3 owner's maintenance responsibility on Exhibit F attached hereto, (ii) maintain the surface of Veterans Courtyard and Mason Street Plaza and (iii) perform the repairs, maintenance and replacements designated as the WMC Unit 3 owner's responsibility on the Responsibilities Chart.

(c) Notwithstanding anything to the contrary herein, the MAM Unit 2 owner shall, at its sole cost and expense (i) perform litter and debris collection, maintenance of vegetation and landscaping and snow removal of the Lake Walk and all portions of County Unit 1 located south of the Saarinen Building and east and south of the Kahler Building (including the Lake Walk); (ii) maintain and repair the existing benches and related lighting within the

Lake Walk and (ii) perform the repairs, maintenance and replacements designated as the MAM Unit 2 owner's responsibility on the Responsibilities Chart.

(d) Notwithstanding anything to the contrary herein, the County Unit 1 owner shall, at its sole cost and expense, perform the repairs, maintenance and replacements designated as the County Unit 1 owner's responsibility on the Responsibilities Chart.

(e) The County Unit 1 owner shall provide maintenance and repair of the improvements in, on and under the Shoreline Area (including, without limitation, the associated Lake Walk and Sea Wall) to the extent needed to continue to prevent and forestall loss of land as a result of erosion, wave action or other natural forces, and shall restore such land lost and repair all damage in the Shoreline Area that may be caused by such forces.

(f) Each owner is responsible for all charges for gas, electricity, steam, water and sewer used or consumed within such owner's Unit. The costs for any utilities that are not separately metered between MAM Unit 2 and WMC Unit 3 shall be prorated based upon a separate written agreement for allocation between the MAM Unit 2 and WMC Unit 3 owners.

17. Restrictions.

(a) No owner shall make any alterations to the location or configuration of the North Tract without the prior written approval of all owners, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Any future development of the North Tract by the WMC Unit 3 owner (except for those set forth in the Development Agreement) is subject to the prior written approval of the County Unit 1 and MAM Unit 2 owners, and all other approvals required by law. If any development on the North Tract by the WMC Unit 3 owner results in a loss of parking spaces and/or access to the MAM Unit 2 owner, the WMC Unit 3 owner shall grant the MAM Unit 2 owner rights to equivalent replacement parking and access. Any proposed development by the WMC Unit 3 owner within the North Tract which is approved by the County Unit 1 and MAM Unit 2 owners may be subject to such reasonable conditions as the County Unit 1 and MAM Unit 2 owners may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for the MAM Unit 2 owner as a result of access and/or parking spaces lost. The WMC Unit 3 owner shall be responsible for the costs of relocating or reconfiguring the North Tract necessitated by any future development of the North Tract proposed by the WMC Unit 3 owner.

(c) Any future development of the North Tract by the MAM Unit 2 owner (except for those set forth in the Development Agreement) is subject to the prior written approval of the County Unit 1 and WMC Unit 3 owners, and all other approvals required by law. If any development on the North Tract by the MAM Unit 2 owner results in a loss of parking spaces and/or access to the WMC Unit 3 owner, the MAM Unit 2 owner shall grant the WMC Unit 3 owner rights to equivalent replacement parking and access. Any proposed development by the MAM Unit 2 owner within the North Tract which is approved by the



County Unit 1 and WMC Unit 3 owners may be subject to such reasonable conditions as the County Unit 1 and WMC Unit 3 owners may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for the WMC Unit 3 owner as a result of access and/or parking spaces lost. The MAM Unit 2 owner shall be responsible for the costs of relocating or reconfiguring the North Tract necessitated by any future development of the North Tract proposed by the MAM Unit 2 owner.

(d) The County Unit 1 owner shall not make any alterations to the Shoreline Area or Sea Wall without the prior written consent of the MAM Unit 2 and WMC Unit 3 owners, which shall not be unreasonably withheld, conditioned or delayed.

(e) Subject to subsections (h) and (i), below, the owner of MAM Unit 2 and the owner of WMC Unit 3 may not transfer any portion of MAM Unit 2 or WMC Unit 3 without the prior written consent of the owner of County Unit 1, which approval shall be within the sole discretion of the County Unit 1 owner. Notwithstanding the foregoing or anything to the contrary herein, the WMC Unit 3 owner may, at any time, convey the entire (but not portions) of WMC Unit 3 to the County Unit 1 owner, in which event the WMC Unit 3 owner shall vacate WMC Unit 3 and surrender possession of the same to the County Unit 1 owner.

(f) Upon granting the discretionary approval by the County Unit 1 owner as provided in Section 17(e), above, the MAM Unit 2 owner may sell, lease, convey or otherwise transfer all or any portion of its Unit, provided that the buyer or transferee of the same complies with the use restrictions set forth in Section 10 of this Declaration, including but not limited to, those imposed by the Public Trust Doctrine and Private Activity use restrictions (a "Permitted Transferee"). The right of the MAM Unit 2 owner to sell, lease, convey, or otherwise transfer MAM Unit 2 shall not be subject to any right of first refusal or similar restriction for the benefit of the County or the Condominium Association. In the event that the MAM Unit 2 owner ceases occupancy and use of MAM Unit 2 in its entirety, and is unable to procure a Permitted Transferee for MAM Unit 2 within thirty (30) months of the date that the MAM Unit 2 owner fully ceases occupancy and use of MAM Unit 2, then, provided that the County is the then-current owner of County Unit 1 (and in no other event), the ownership of MAM Unit 2 shall revert back to the County (unless otherwise agreed to between the owner of MAM Unit 2 and the County) ("MAM Unit 2 Reversion Right"), and the MAM Unit 2 owner shall convey the entirety of the MAM Unit 2, as then constituted, to the County by special warranty deed, in its as-is, where-is condition. The County shall be responsible for any transfer taxes associated with such transfer, title insurance costs, closing costs and recording fees. The County may not assign the MAM Unit 2 Reversion Right without the prior written consent of the owner of MAM Unit 2.

(g) Upon granting the discretionary approval by the County Unit 1 owner as provided in Section 17(e), above, the WMC Unit 3 owner may sell, lease, convey or otherwise transfer all or any portion of its Unit to a Permitted Transferee, provided that the buyer or transferee of the same complies with the use restrictions set forth in Section 10 of this Declaration, including but not limited to, those imposed by the Public Trust Doctrine and Private Activity use restrictions. In the event that the WMC Unit 3 owner ceases occupancy and use of WMC Unit 3 in its entirety, and is unable to procure a Permitted Transferee for

WMC Unit 3 within thirty (30) months of the date that the WMC Unit 3 owner fully ceases occupancy and use of WMC Unit 3, then, provided that the County is the then-current Owner of the County Unit 1 (and in no other event), the ownership of the WMC Unit 3 shall revert back to the County (unless otherwise agreed to between the owner of the WMC Unit 3 and the County) ("WMC Unit 3 Reversion Right"), and the WMC Unit 3 owner shall convey the entirety of the WMC Unit 3, as then constituted, to the County by special warranty deed, in its as-is, where-is condition. The County shall be responsible for any transfer taxes associated with such transfer, title insurance costs, closing costs and recording fees. The County may not assign the WMC Unit 3 Reversion Right without the prior written consent of the owner of WMC Unit 3.

(h) Notwithstanding the limitations set forth in this Section 17, the MAM Unit 2 owner may enter into subleases or other use agreements for vending contracts, art exhibitions and installations, education, research, special events, restaurant operations, kitchen use, gift shop or similar secondary uses within MAM Unit 2 without the County Unit 1 owner's consent.

(i) Notwithstanding the limitations set forth in this Section 17, the WMC Unit 3 owner may enter into subleases or other use agreements for vending contracts, antennas and other telecommunications services, equipment and facilities exhibits, education, research, special events (such as, without limitation, weddings and receptions), restaurant operations, gift shop, offices and similar secondary uses within WMC Unit 3 without County Unit 1 owner's consent; provided, however, that the County Unit 1 owner's consent shall be required for any new sublease or use agreements entered into by WMC Unit 3 owner for the installation of new antennas, cell towers or other equipment on the roof of the Saarinen Building or other exterior portions of the WMC Unit 3, but such consent shall not be required in connection with the repair, upgrading (without an increase in physical dimensions) or relocation of any antennas, cell towers or equipment existing on the WMC Unit 3 as of the date hereof.

(j) The County Unit 1 owner has the absolute right to transfer all or a portion of County Unit 1 to another unit of government; otherwise, subject to Section 18 of this Declaration, the County Unit 1 owner may not sell or transfer any portion of the County Unit 1 without the prior written consent of the WMC Unit 3 owner and the MAM Unit 2 owner, which consent will not be unreasonably withheld, conditioned or delayed.

(k) No Unit owner may change the exterior appearance of the Saarinen Building without the prior written consent of all other Unit owners, which consent will not be unreasonably withheld, conditioned or delayed. The MAM Unit 2 owner may not change the exterior appearance of the Kahler Building without the prior written consent of the County, which consent will not be unreasonably withheld, conditioned or delayed.

18. Automatic Transfer of County Unit 1 Limited Common Elements. Notwithstanding anything to the contrary herein, if the transfer described below has not already occurred and the County Unit 1 owner has not acquired title to WMC Unit 3, by September 30, 2097 (the "Transfer Date"), the Springing Limited Common Elements shall be deemed automatically transferred and conveyed to the owner of WMC Unit 3 on that date, without the need to record a deed transferring the same, so that the Springing Limited Common Elements

from and after the Transfer Date shall be appurtenant to WMC Unit 3, and the owner of WMC Unit 3 shall be responsible for all repairs, maintenance and replacement to such Springing Limited Common Elements in compliance with this Declaration, at the WMC Unit 3 owner's sole cost and expense.

19. Units Subject to Declaration of Condominium, Unit Deed, Condominium Agreement, and Regulations. All present and future owners, tenants, visitors and occupants of any Units (including any Subunits created therein) shall be subject to, and shall comply with, the provisions of this Declaration of Condominium, the deeds of such Units and the Condominium Agreement and rules and regulations of the Condominium Association, as they may from time to time be amended (collectively herein referred to as the "Documents"). The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in such Unit, as though such provision were recited and stipulated at length in each and every deed or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Unit owner.

20. Subordination of Lien. The lien of the assessments provided for in Section 703.165 of the Condominium Law shall be subject and subordinate to any Protected Mortgage (as hereinafter defined) upon any Unit subject to assessment, provided, however, that said subordination to any Protected Mortgage shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure, or any other proceeding in lieu of foreclosure.

Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the owner of such Unit before such sale or transfer from personal liability for any assessments which became due and payable prior thereto. The term "Protected Mortgage" shall mean a mortgage described in section 703.165(5)(b) of the Condominium Law.

21. Invalidity. The invalidity of any provision of this Declaration of Condominium shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration of Condominium and, in such event, all of the other provisions of this Declaration of Condominium shall continue in full force and effect as if such invalid provisions had never been included herein.

22. Waiver. No provision contained in this Declaration of Condominium shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

23. Amendment of Declaration of Condominium. Except as otherwise provided by law and this Section 23, this Declaration of Condominium may not be amended unless the proposed amendment is approved by the vote of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Agreement, or in lieu of such vote, approved in writing. As provided in section 703.09(2) of the

Condominium Law, a Unit owner's consent to an amendment shall not be effective unless approved in writing by all mortgagees, if any, of such Unit. Notwithstanding the foregoing, no amendment hereto shall change (i) the configuration or size of any Unit in any material fashion, (ii) the Undivided Interest appurtenant to a Unit, (iii) a Unit's voting rights in the Condominium Association, (iv) the subordination of the lien of the assessments provided for in Section 703.165 of the Condominium Law to Protected Mortgages, as provided in Section 20 hereof, nor (v) the use to which any Unit may be put, unless all of the record owners of such Unit and all of the mortgagees of record holding mortgages on such Unit consent thereto in writing. No amendment shall be effective until signed and acknowledged by a member of the Board of Directors of the Condominium Association and duly recorded with the Register of Deeds for Milwaukee County, Wisconsin.

Notwithstanding the above, if the Declarant determines that a typographical error, misnomer, inadvertent omission or any other error has been made in this Declaration of Condominium, the Declarant, with notice to all unit owners but without further authority, shall have the right to correct any such error by an instrument amending the Declaration of Condominium and recorded with said Register of Deeds, provided, however, that no such amendment shall materially affect any substantive right or interest of any Unit owner in his Unit or the Common Elements.

24. Service of Process. The registered agent for the Condominium shall be The CFO of the Milwaukee Art Museum. Service of process shall be made upon him or her at 700 North Art Museum Drive, Milwaukee, Wisconsin, 53202, as to matters provided in the Condominium Law, and a copy shall also be delivered to the Executive Director of the War Memorial Center, 750 North Lincoln Memorial Drive, Milwaukee, Wisconsin, 53202. The Condominium Association may designate a successor registered agent by vote of a simple majority of a quorum present.

25. Damage or Destruction. In the event of any damage or destruction to the Condominium, the Unit owners shall determine to repair, restore or sell the Land and Buildings in accordance with the applicable provisions of the Condominium Agreement.

26. Captions; Context. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

(signatures on following pages)

MILWAUKEE COUNTY

By:  12/7/17

Name: Chris Abele  
Its: County Executive

By:  12/7/17

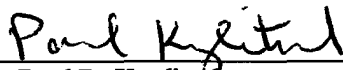
Name: George Christenson  
Its: County Clerk

*Approved for execution:*

By:   
Corporation Counsel

STATE OF WISCONSIN     )  
                                      :  
                                      :     SS  
COUNTY OF MILWAUKEE )

Paul D. Kuglitsch, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County Representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By:   
Name: Paul D. Kuglitsch  
Title: Deputy Corporation Counsel  
State Bar No.: 1052345  
Date: 12/7/17

MILWAUKEE ART MUSEUM, INC.

BY Marcelle Polednik

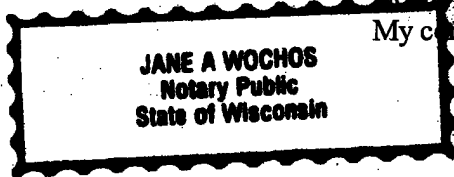
Name: Marcelle Polednik

Its: Executive Director

State of Wisconsin )  
: SS  
County of Milwaukee )

This instrument was acknowledged before me this 15<sup>th</sup> day of December, 2017 by Marcelle Polednik, as Executive Director of the Milwaukee Art Museum, Inc..

Jane A Wochos  
(Jane A Wochos)  
Notary public, State of Wisconsin  
My commission 02/17/2020



This document was drafted by and after recording should be returned to:

Bruce T. Block, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202

## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

That part of Lot 3 of Certified Survey Map No. 8914 and that part of the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Northeast 1/4; thence South 89°36'13" East, on and along the south line of said Northeast 1/4, 34.24 feet to the point of beginning; thence North 16°06'03" East, 64.06 feet to the beginning of a curve to the left, having a radius of 580.30 feet and a long chord of North 05°46'39" East, 207.98 feet; thence Northeasterly, on and along the arc of said curve, 209.11 feet; thence North 04°32'46" West, 154.40 feet; thence North 04°06'54" West, 125.74 feet; thence North 00°58'42" East, 68.73 feet; thence North 84°35' 24" East, 36.86 feet; thence North 04°29'32" West, 196.47 feet; thence North 85°44'45" East, 33.19 feet; thence North 13°23'12" East, 93.27 feet to the beginning of a curve to the right, having a radius of 484.65 feet and a long chord of North 18°35'41" East, 87.99 feet; thence Northeasterly, on and along the arc of said curve, 88.11 feet; thence North 23° 47' 55" East, 6.00 feet to the beginning of a curve to the right, having a radius of 614.82 feet and a long chord of North 27°30'22" East, 76.35 feet; thence Northeasterly, on and along the arc of said curve, 76.40 feet; thence North 31° 23'51" East, 126.20 feet; thence South 60°44'09" East, 60.05 feet; thence North 27°33'18" East, 120.23 feet; thence North 20°07'24" East, 248.07 feet; thence North 20°06'27" East, 59.87 feet; thence South 63°11'31" East, 45.06 feet to the beginning of a curve to the right, having a radius of 80.00 feet and a long chord of South 40°16'47" East, 62.52 feet; thence Southeasterly, on and along the arc of said curve, 64.23 feet; thence South 89°30'23" East, 348.57 feet; thence South 21°42'09" West, 392.31 feet; thence South 17°53'07" West, 406.51 feet; thence South 14°14'37" West, 482.97 feet; thence South 85°51'26" West, 78.51 feet; thence South 04°07'18" East, 15.85 feet to the beginning of a curve to the right, having a radius of 39.06 feet and a long chord of South 11°44'13" West, 21.35 feet; thence Southwesterly, on and along the arc of said curve, 21.63 feet; thence South 27°35'46" West, 90.53 feet; thence South 03°50'43" East, 37.44 feet to the beginning of a curve to the right, having a radius of 115.29 feet and a long chord of South 41°23'57" West, 163.75 feet; thence Southwesterly, on and along the arc of said curve, 182.10 feet; thence South 86°38'38" West, 26.74 feet to the beginning of a curve to the left, having a radius of 6.50 feet and a long chord of South 41°16'26" West, 9.25 feet; thence Southwesterly, on and along the arc of said curve, 10.29 feet; thence South 04°05'46" East, 349.86 feet to the beginning of a curve to the right, having a radius of 250.00 feet and a long chord of North 76°46'37" West, 30.75 feet; thence Northwesterly, on and along the arc of said curve, 30.77 feet; thence North 74°10'35" West, 256.17 feet; thence North 36°03'17" West, 51.91 feet; thence North 17°58'31" East, 50.89 feet; thence North 72°44'24" West, 23.43 feet; thence North 17°56'04" East, 227.87 feet to the point of beginning.

**EXHIBIT B**  
**CONDOMINIUM PLAT**

**Viewers are advised to ignore illegible text on this plat.  
It is presented to show spatial relationships only.**

37852302v2

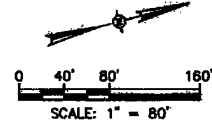




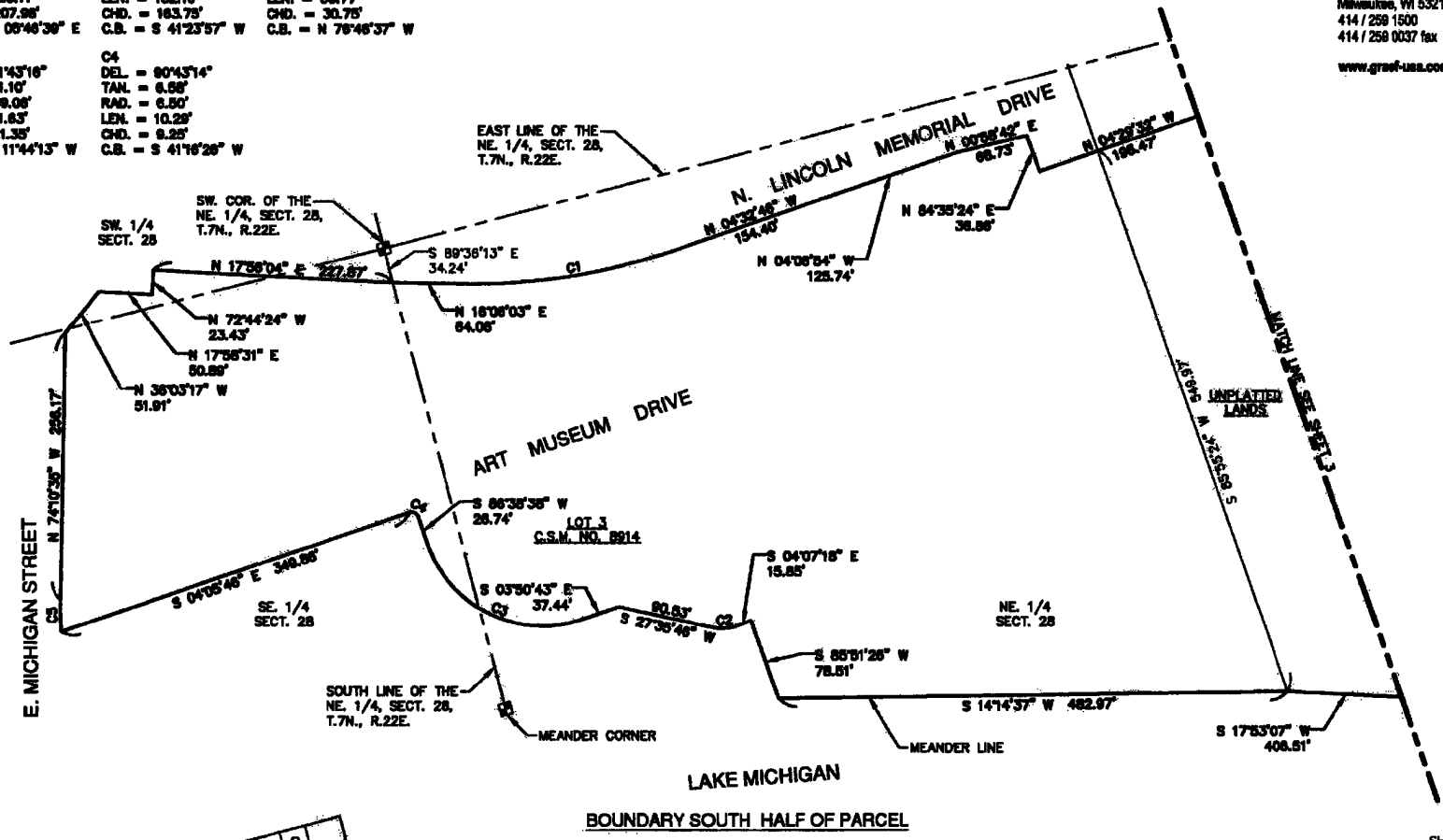
# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

**CURVE DATA**

<b>C1</b> DEL. = 20'38"47" TAN. = 106.70' RAD. = 880.30' LEN. = 208.11' CHD. = 207.98' C.B. = N 08°46'38" E	<b>C3</b> DEL. = 90'29'48" TAN. = 118.28' RAD. = 118.28' LEN. = 182.10' CHD. = 183.75' C.B. = S 41°23'57" W	<b>C5</b> DEL. = 70'03'03" TAN. = 15.40' RAD. = 290.00' LEN. = 30.77' CHD. = 30.75' C.B. = N 78°46'37" W
<b>C2</b> DEL. = 31'43'16" TAN. = 11.10' RAD. = 39.06' LEN. = 21.63' CHD. = 21.35' C.B. = S 11°44'13" W	<b>C4</b> DEL. = 80°43'14" TAN. = 6.68' RAD. = 6.50' LEN. = 10.28' CHD. = 8.25' C.B. = S 41°18'28" W	



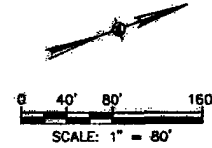
**GRAEF**  
One Honey Creek Corporate Center  
125 South 84th Street,  
Suite 401  
Milwaukee, WI 53214-1470  
414 / 258 1500  
414 / 258 0037 fax  
www.graef-usa.com



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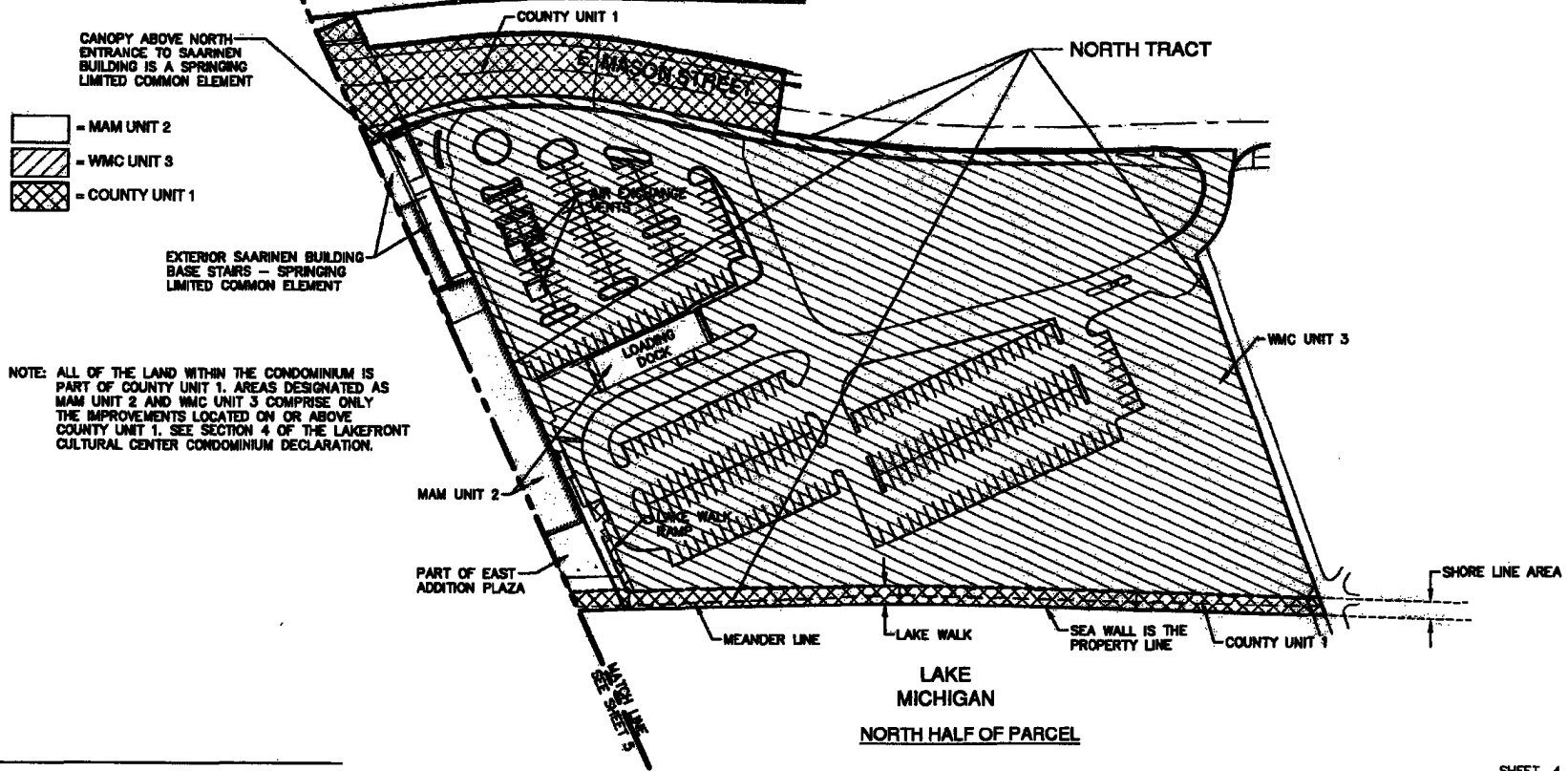
# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN



## GRÄEF

One Honey Creek Corporate Center  
125 South 64th Street,  
Suite 401  
Milwaukee, WI 53214-1470  
414 / 259 1500  
414 / 259 0037 fax

[www.graef-usa.com](http://www.graef-usa.com)



NOTE: ALL OF THE LAND WITHIN THE CONDOMINIUM IS PART OF COUNTY UNIT 1. AREAS DESIGNATED AS MAM UNIT 2 AND WMC UNIT 3 COMPRISE ONLY THE IMPROVEMENTS LOCATED ON OR ABOVE COUNTY UNIT 1. SEE SECTION 4 OF THE LAKEFRONT CULTURAL CENTER CONDOMINIUM DECLARATION.

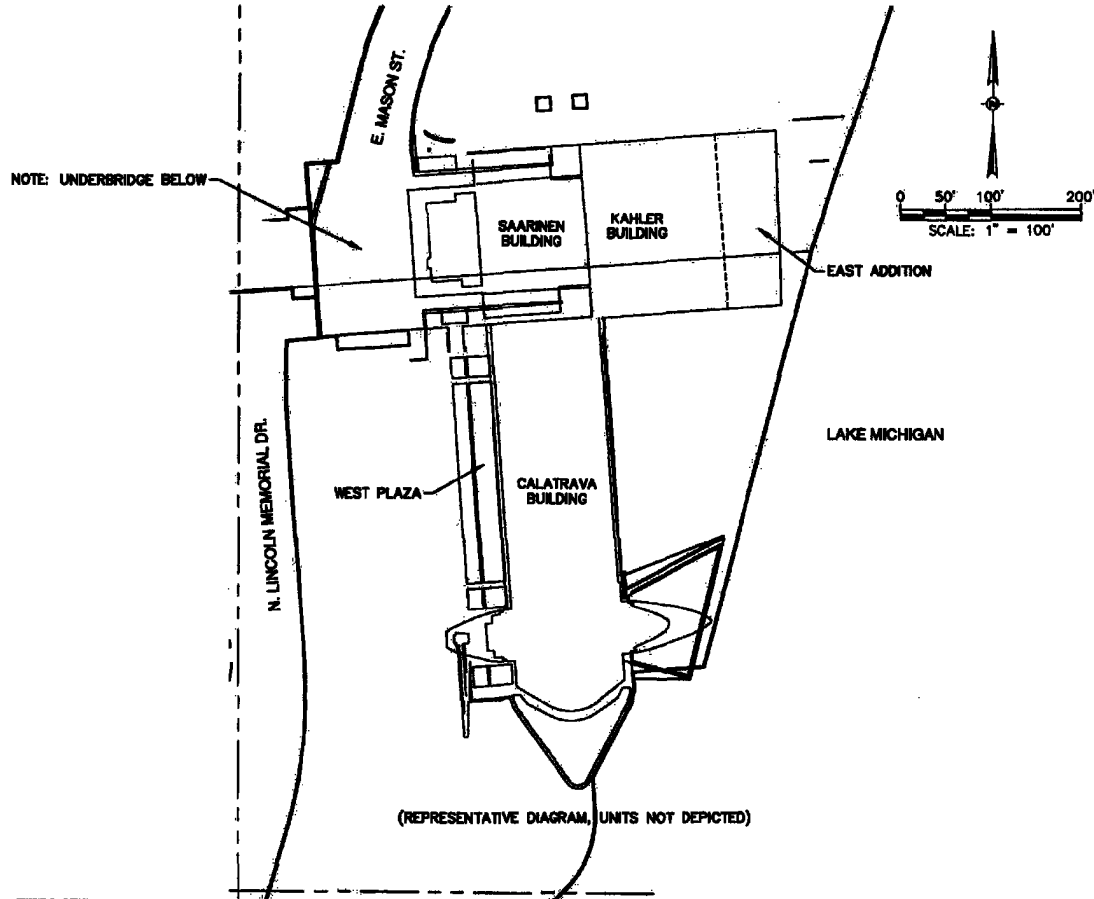


# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

**GRÄEF**

One Honey Creek Corporate Center  
126 South 64th Street,  
Suite 401  
Milwaukee, WI 53214-1470  
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[www.graef-usa.com](http://www.graef-usa.com)

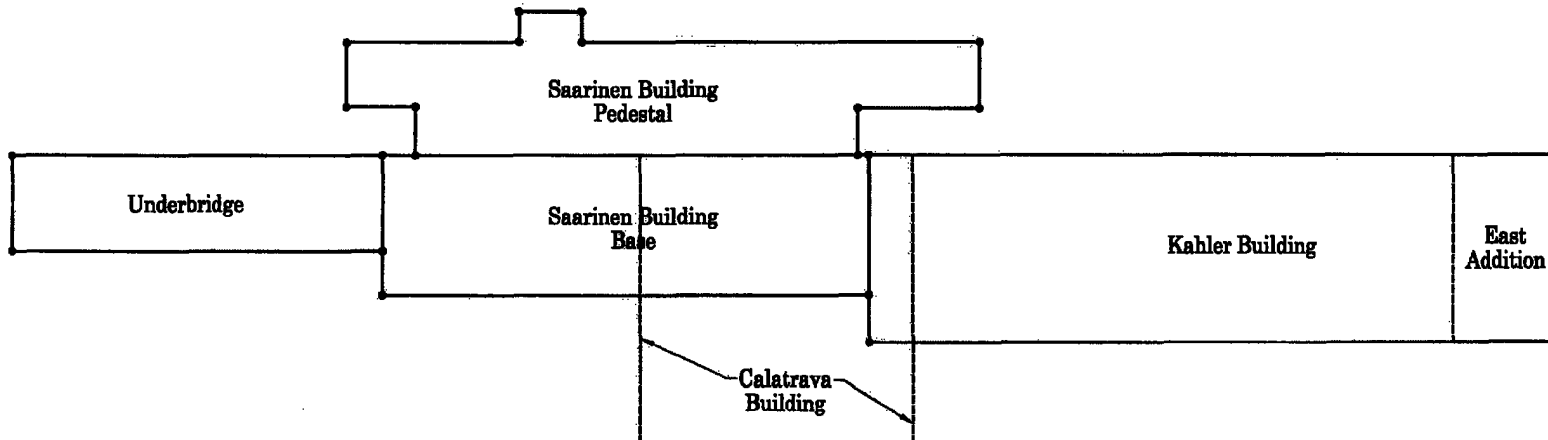


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**LAKEFRONT CULTURAL CENTER  
CONDOMINIUM PLAT  
MILWAUKEE COUNTY, WISCONSIN**

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Suite 401  
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**REPRESENTATIONAL ELEVATIONS**

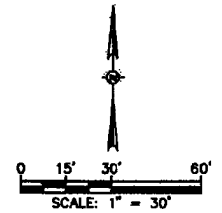
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NOT TO SCALE

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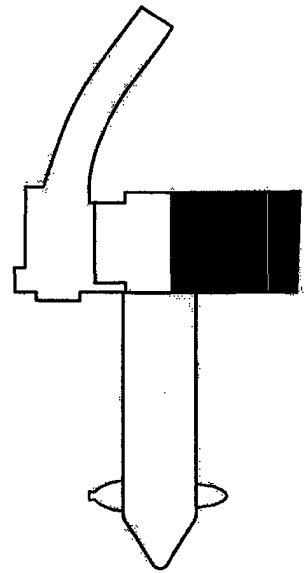
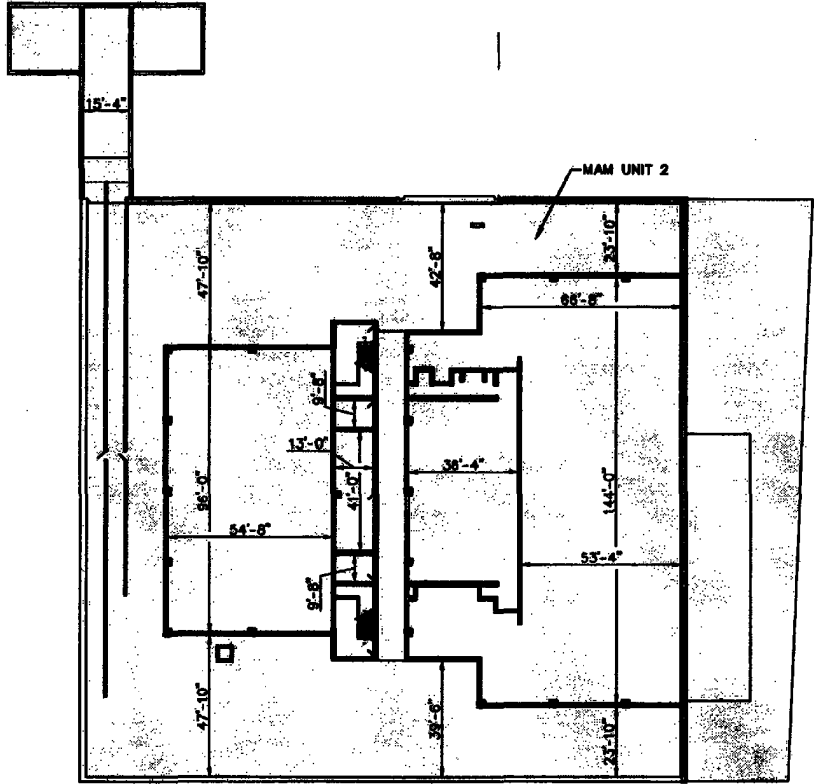
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- MAM UNIT 2
- WMC UNIT 3
- COUNTY UNIT 1



**MAM UNIT 2 - KAHLER BUILDING SUB BASEMENT**  
49,283 SQ. FT.

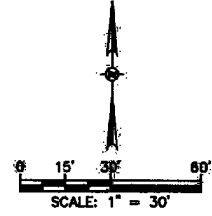
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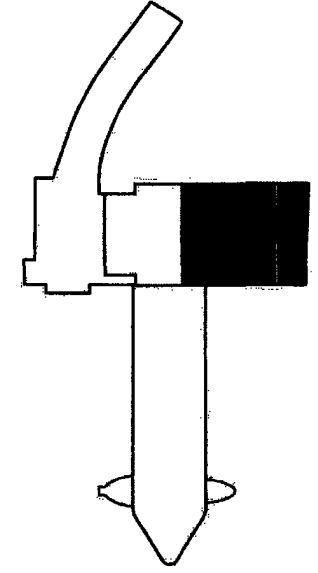
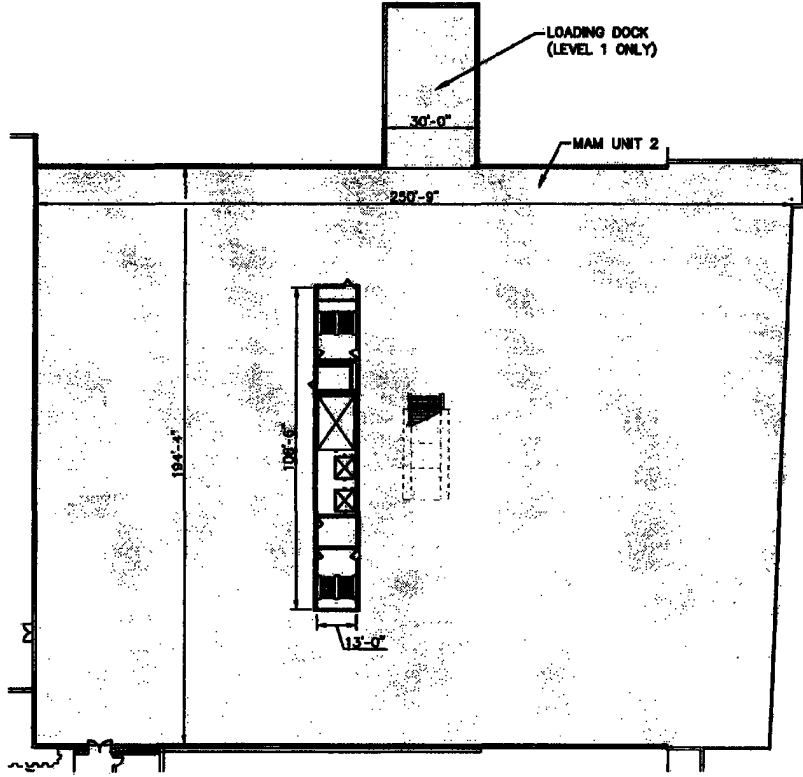
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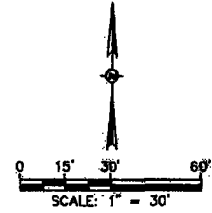
- MAM UNIT 2
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- COUNTY UNIT 1



**MAM UNIT 2 - KAHLER BUILDING - LEVELS 1 AND 2, MEZZANINE LEVEL**  
50,966 SQ. FT. PER LEVEL

X:\44: 2016\01\004\1\CAD\Transportal\Building\Sheets\24\Level\_1\_Lower\_Level\_0401.dwg 11/20/2017 1:01 PM

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

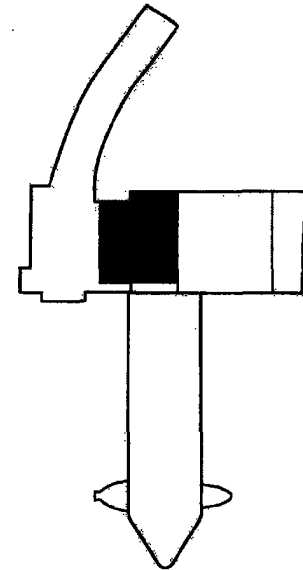
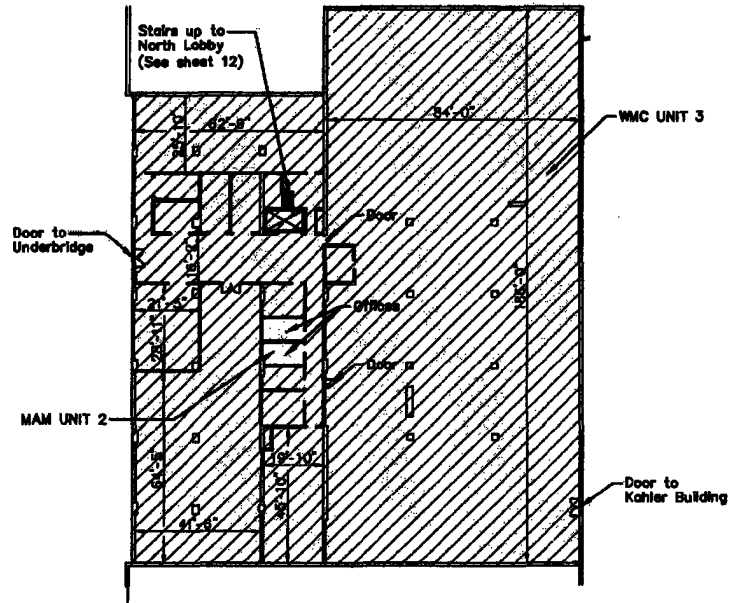


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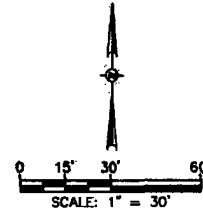
- = MAM UNIT 2
- = WMC UNIT 3
- = COUNTY UNIT 1



**SAARINEN BUILDING BASE SUB-BASEMENT**

MAM UNIT 2 - 213 SQ. FT.  
WMC UNIT 3 - 28,072 SQ.FT.

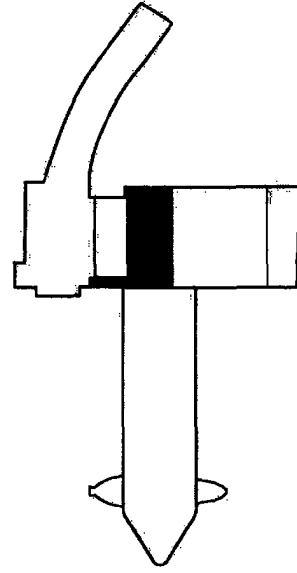
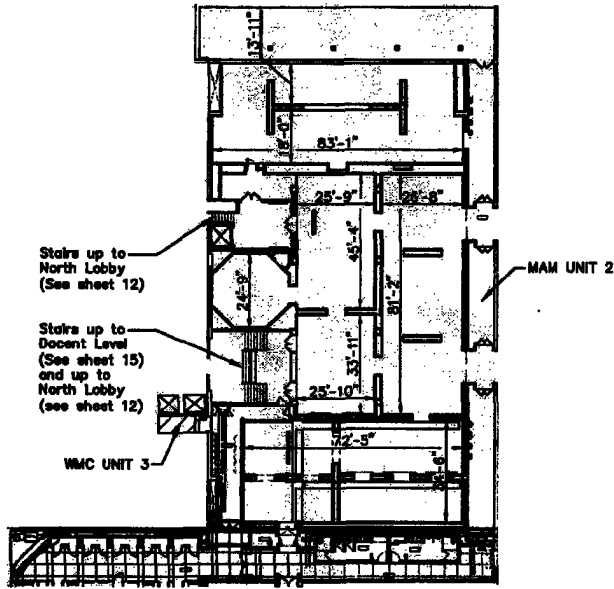
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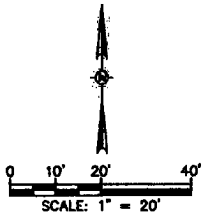
**GALLERY LEVEL - SAARINEN BUILDING BASE**

MAM UNIT 2 - 19,634 SQ. FT.  
WMC UNIT 3 - 80 SQ. FT.

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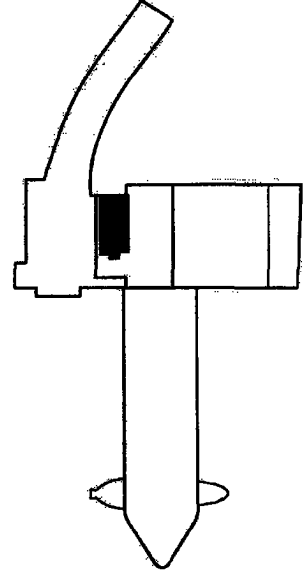
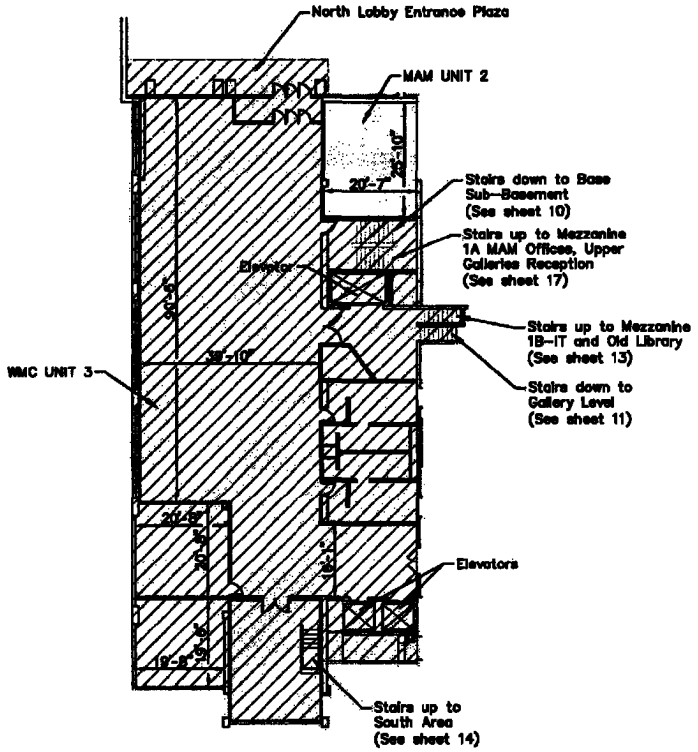
Doc Yr: 2017 Doc# 10739224 Page# 35 of 55

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN



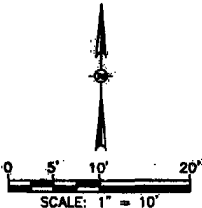
**GRÄEF**  
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 Suite 401  
 Milwaukee, WI 53214-1470  
 414 / 259 1500  
 414 / 259 0037 fax  
[www.grael-rea.com](http://www.grael-rea.com)

- MAM UNIT 2
- WMC UNIT 3
- COUNTY UNIT 1



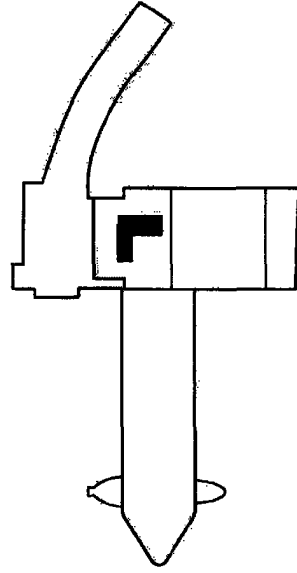
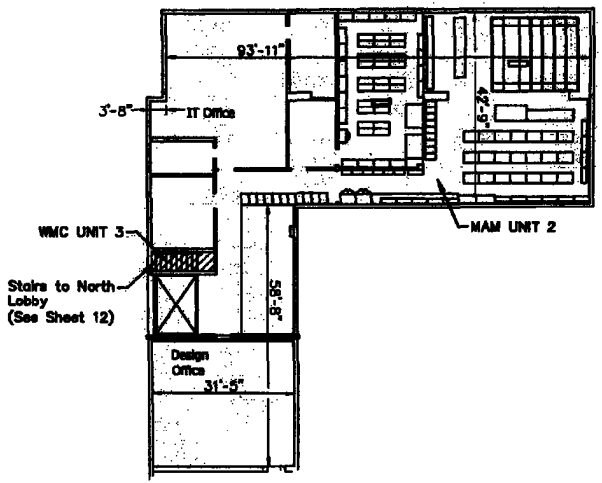
**NORTH LOBBY OF SAARINEN BASE**  
 MAM UNIT 2 - 578 SQ. FT.  
 WMC UNIT 3 - 8,185 SQ.FT.

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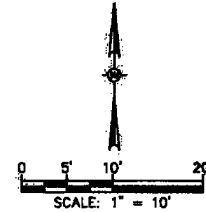
**MEZZANINE 1B - IT AND OLD LIBRARY OF SAARINEN BUILDING BASE**  
 MAM UNIT 2 - 5,883 SQ. FT.  
 WMC UNIT 3 - 59 SQ. FT.

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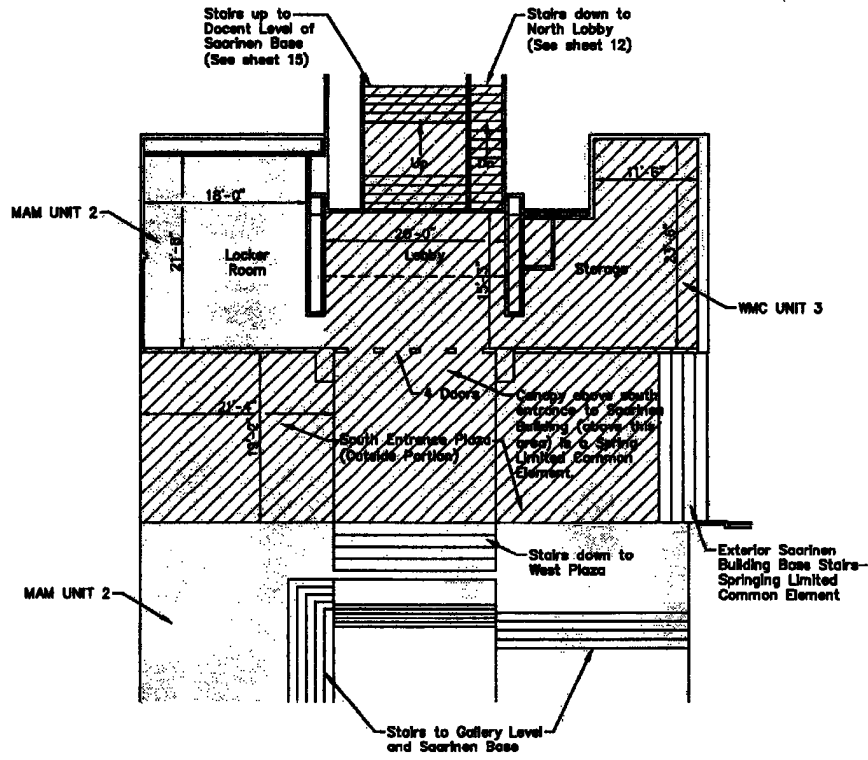
# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

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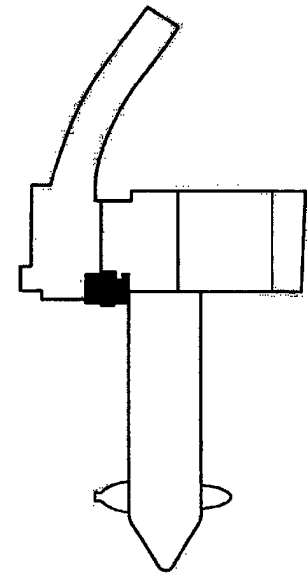
One Honey Creek Corporate Center  
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- = COUNTY UNIT 1

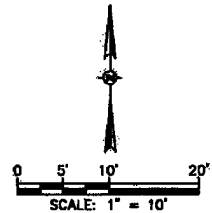


**SOUTH ENTRANCE**  
MAM UNIT 2 - 1,326 SQ. FT.  
WMC UNIT 3 - 2,083 SQ. FT.



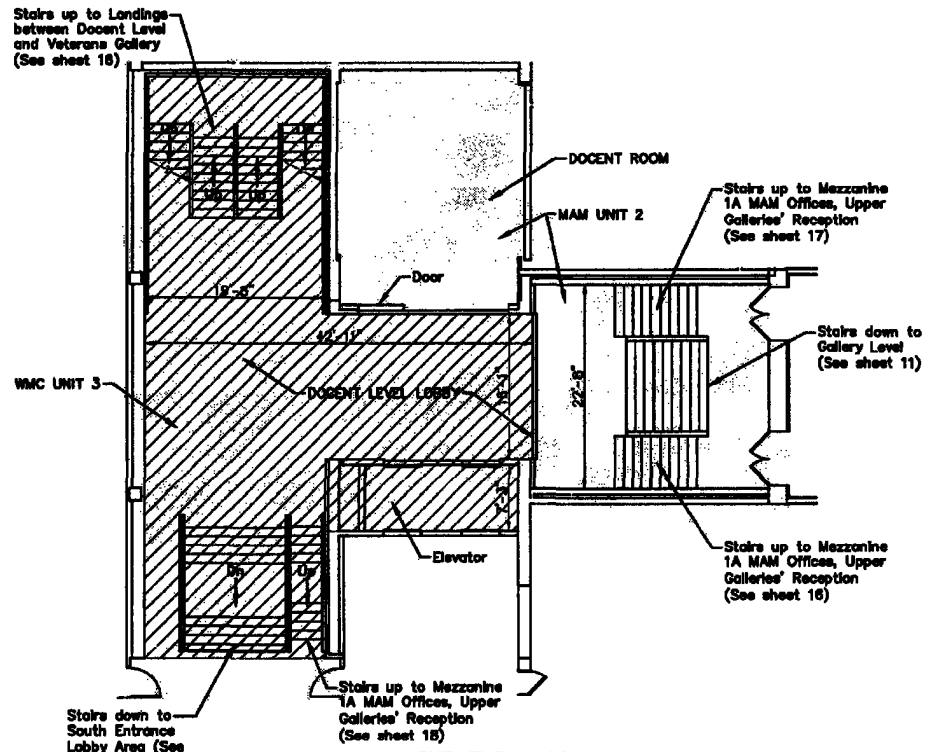
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# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

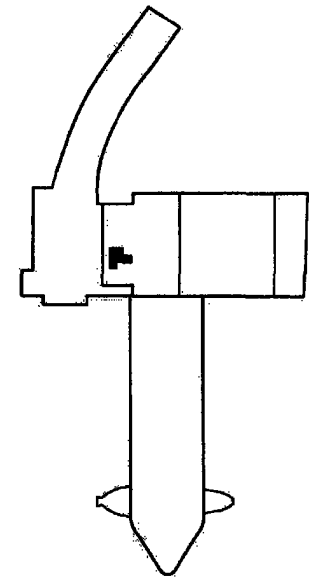


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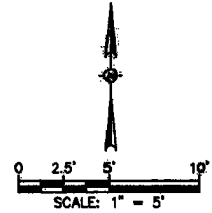
**DOCENT LEVEL - SAARINEN BASE**  
 MAM UNIT 2 - 1,196 SQ. FT.  
 WMC UNIT 3 - 1,672 SQ.F.T



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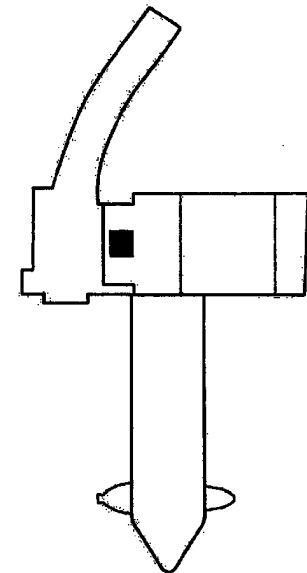
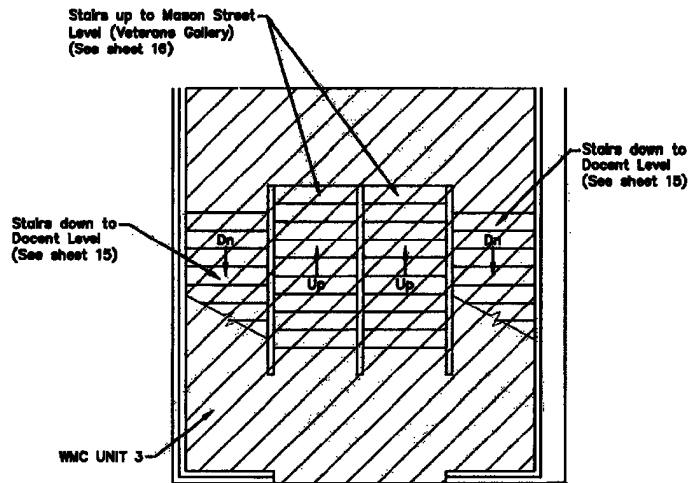
Doc Yr: 2017 Doc# 10739224 Page# 39 of 55

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- = COUNTY UNIT 1



**STAIR LANDINGS BETWEEN DOCENT LEVEL AND VETERANS GALLERY OF SAARINEN BUILDING BASE**  
 WMC UNIT 3 - 420 SQ.F.T

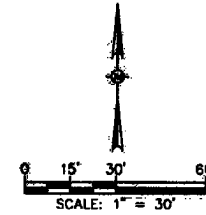
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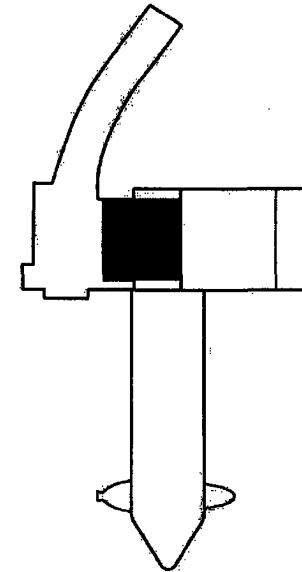
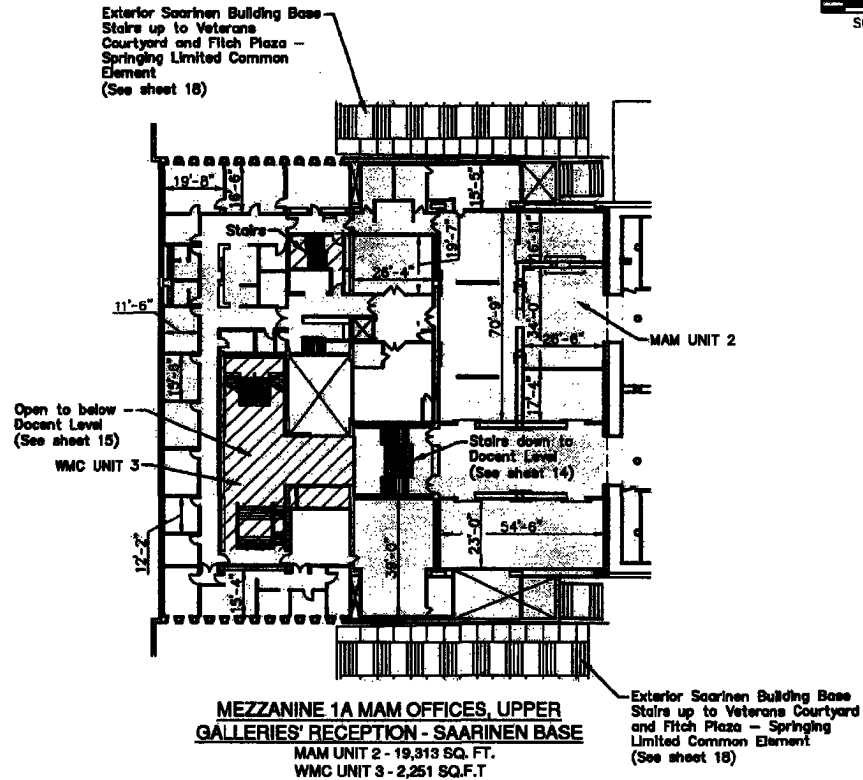
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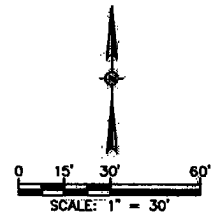
- MAM UNIT 2
- WMC UNIT 3
- COUNTY UNIT 1



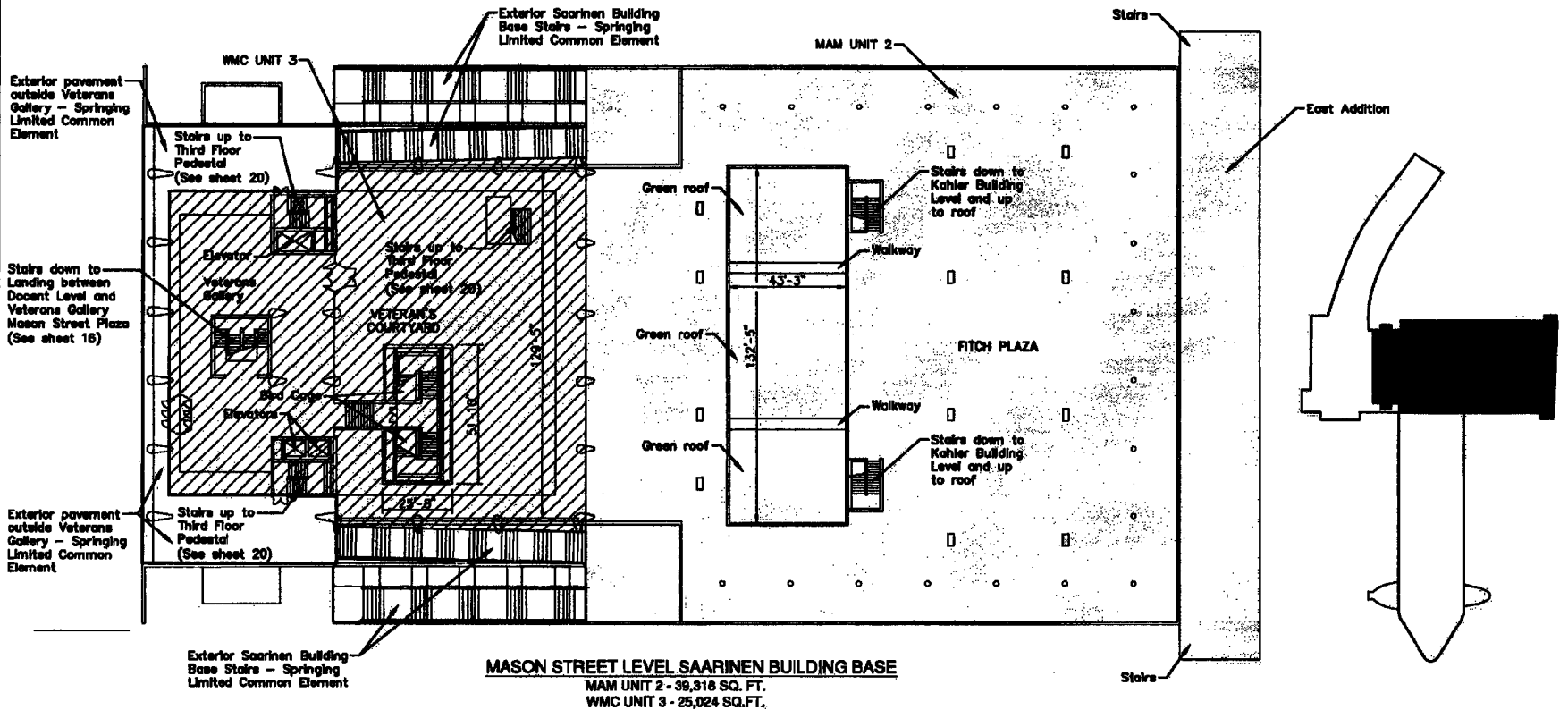
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-  = MAM UNIT 2
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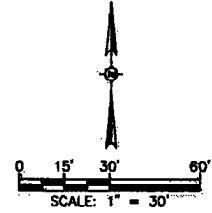


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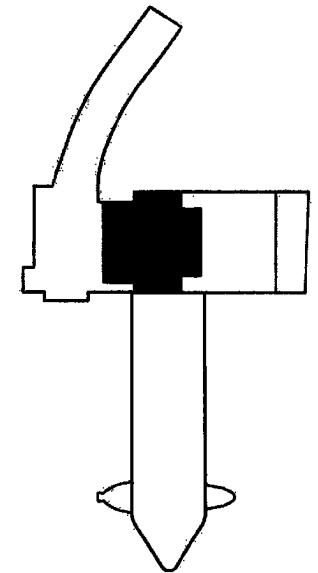
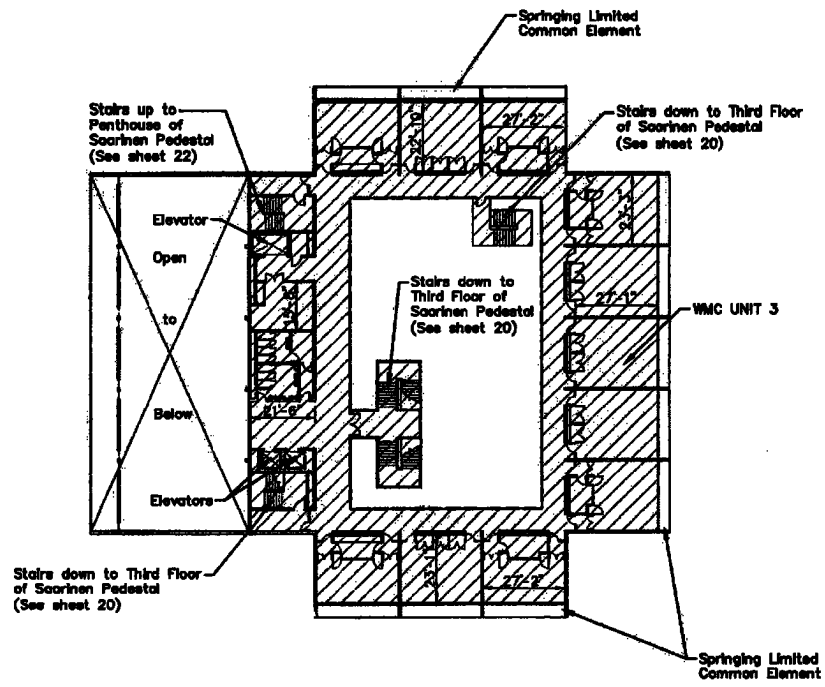


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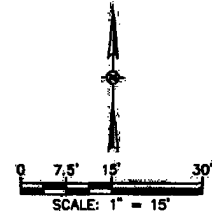


**FOURTH FLOOR OF SAARINEN PEDESTAL**  
 WMC UNIT 3 - 14,958 SQ. FT.

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Doc Yr: 2017 Doc# 10739224 Page# 45 of 55

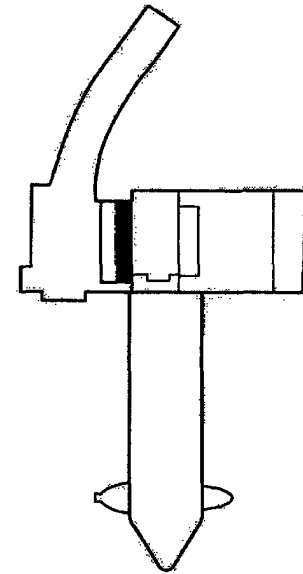
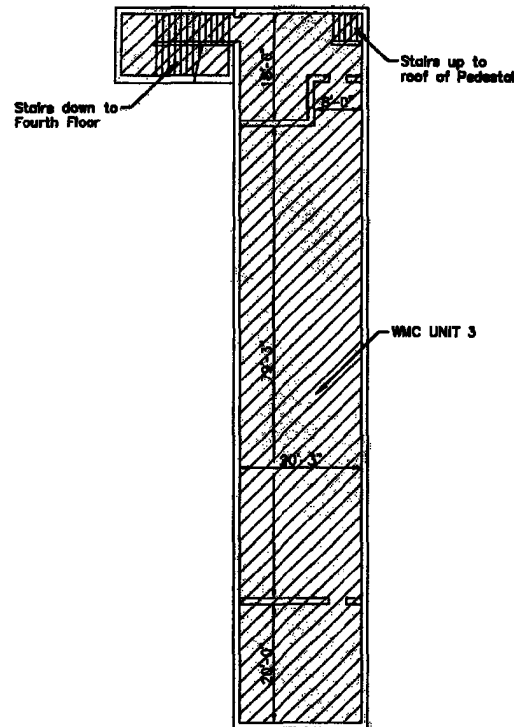
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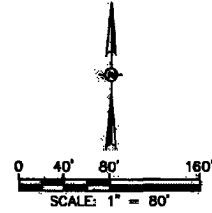
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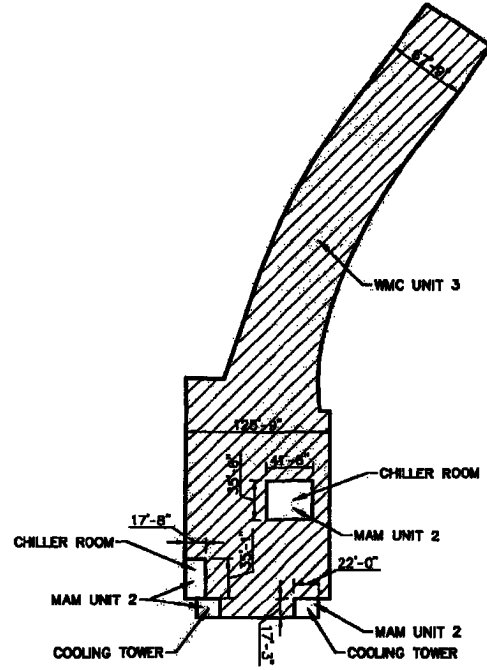
**PENTHOUSE OF SAARINEN PEDESTAL**  
WMC UNIT 3 - 2,605 SQ. FT.

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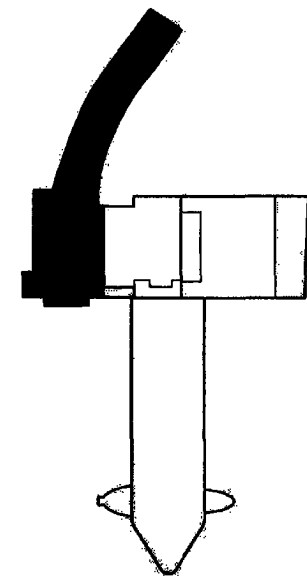


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**UNDERBRIDGE**  
 MAM UNIT 2 - 2,691 SQ. FT.  
 WMC UNIT 3 - 48,354 SQ. FT.



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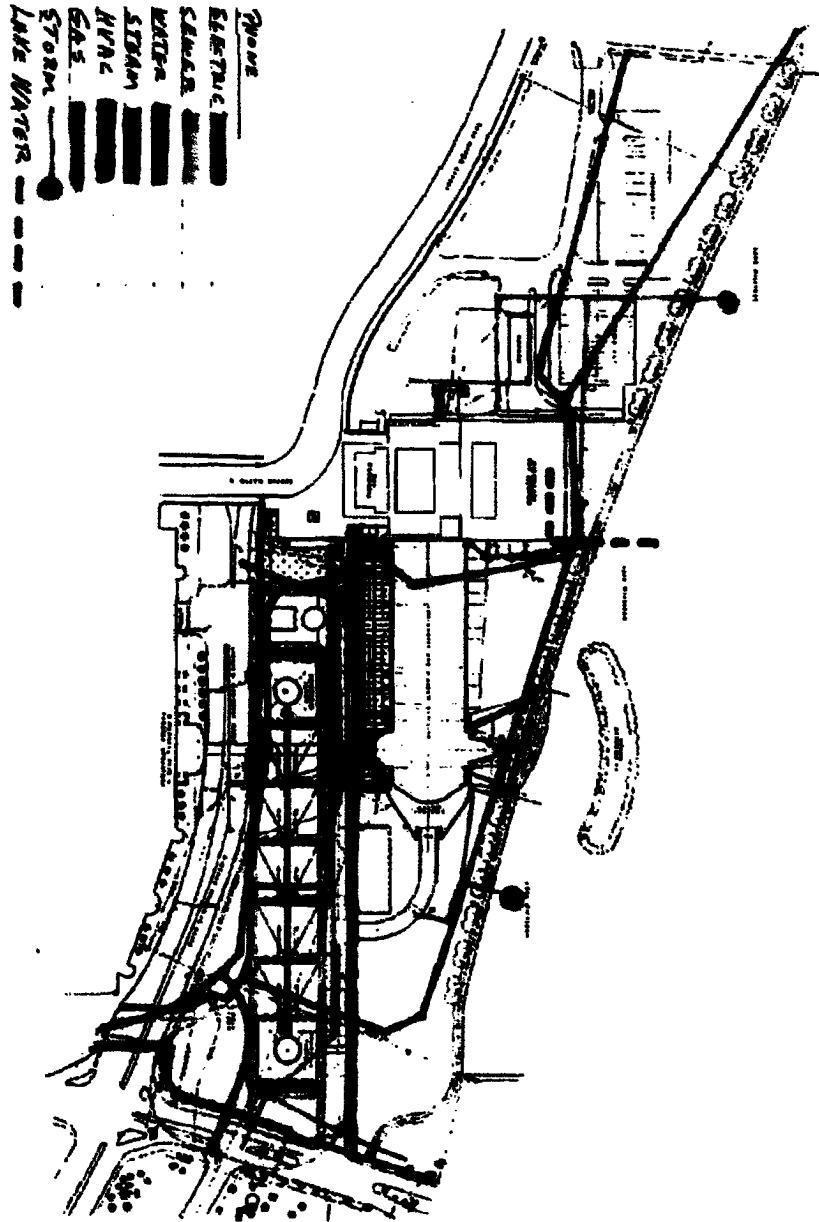




**EXHIBIT C**

**EXISTING UTILITY CORRIDORS**

**Note: The original of this Exhibit C is color-coded. The original Exhibit C is on file with the Condominium Association. Each Unit Owner also possesses a color copy of this Exhibit C.**



**EXHIBIT D**

**This Exhibit intentionally deleted.**

**EXHIBIT E**

**This Exhibit intentionally deleted.**

EXHIBIT F

RESPONSIBILITIES CHART

<b>Facility/Element</b>	<b>Control</b>	<b>Maintain</b>	<b>Repair</b>	<b>Replace</b>
Interior of Pedestal (3 <sup>rd</sup> and 4 <sup>th</sup> floors)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Birdcage (structure)	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Birdcage (windows)	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Structural Components of the Pedestal including exterior walls, ledges and columns	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
External canopies above north and south entrances to the Saarinen Building	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Exterior windows of Pedestal	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Passenger and freight elevators in Saarinen Building (except for MAM Freight Elevator, as designated on the Plat)	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Exterior walls and roof of Pedestal and Penthouse	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Interior of Penthouse	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Mechanical equipment in Penthouse	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Stairs in Saarinen Building Base that are part of WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Water lines exclusively serving WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Electrical and other utility lines exclusively serving WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3

<b>Facility/Element</b>	<b>Control</b>	<b>Maintain</b>	<b>Repair</b>	<b>Replace</b>
North Tract pavement	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Tract lighting poles, fixtures and bulbs	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Underbridge walls and roof	County Unit 1	County Unit 1	County Unit 1	County Unit 1
Underbridge interior improvements, including pavement (excluding any that are specifically a part of the MAM Unit 2)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Underbridge lighting fixtures and bulbs	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Lobby Entrance Plaza doors and vestibule	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Lobby Entrance Plaza	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Interior of North Lobby (excluding any portion that is specifically a part of the MAM Unit 2)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Veteran's Gallery, including exterior doors, walls, floors, ceiling and lighting (excluding exterior windows)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Exterior windows of Veterans Gallery	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
South Entrance doors to Saarinen Base	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
West Plaza (pavement)	MAM Unit 2	MAM Unit 2	MAM Unit 2	MAM Unit 2
Mason Street Plaza pavement	County Unit 1	WMC Unit 3	County Unit 1	County Unit 1
Mason Street Plaza lighting poles, fixtures, and bulbs	County Unit 1	County Unit 1	County Unit 1	County Unit 1
Mason Street Plaza – WMC Unit 3 monuments	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3

Facility/Element	Control	Maintain	Repair	Replace
South Entrance Plaza	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Exterior Saarinen Building Base Stairs and lighting	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Veteran's Courtyard concrete paving	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Veteran's Courtyard reflecting pool, eternal flame, monuments	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Expansion joint between Saarinen Building Base and Kahler Building	MAM Unit 2	MAM Unit 2	MAM Unit 2	MAM Unit 2
Sump Pumps located in the Saarinen Base Sub-Basement	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
The northern and western exterior walls and surfaces of the Saarinen Base Building	MAM Unit 2	County Unit 1	County Unit 1	County Unit 1
Exterior Pavement Outside Veterans Gallery	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*

\* Each of these items is a County Unit 1 Springing Limited Common Element, which shall be automatically transferred from the owner of County Unit 1 to the owner of WMC Unit 3 on the Transfer Date, pursuant to Section 18 of the Declaration, including all obligations of ownership, maintenance, repair and replacement and costs thereof.

\*\* Pursuant to Section 18 of the Declaration, all obligations of maintenance, repair and replacement of these items shall be automatically transferred from the owner of County Unit 1 to the owner of WMC Unit 3 on the Transfer Date, including all costs thereof.

Note: This Exhibit F is not intended to describe the ownership interest of any Unit Owner or to delineate the boundaries of any Units; the terms of the Declaration shall control with respect to the foregoing. The purpose of this Exhibit F is to identify and allocate the responsibilities of the Unit Owners for the maintenance, repair and replacement of various areas and/or components of the Condominium. With respect to the maintenance, repair and replacement of the items within the Condominium referenced in this Exhibit F, in the event of any conflict between the terms of the Declaration or the Condominium Agreement and this Exhibit F, this Exhibit F shall control.