

Document Number

**BUILDING RESTRICTIONS AND
EASEMENT AGREEMENT**

Document Title

Recording Area

Name and Return Address

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3910882000;

3910881000

Parcel Identification Number (PIN)

BUILDING RESTRICTIONS AND EASEMENT AGREEMENT

THIS BUILDING RESTRICTIONS AND EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2017 (the "Effective Date") by and between Milwaukee County, a Wisconsin municipal corporation ("County") and St. Anthony's Apartments, LLC, a Wisconsin limited liability company ("Apartment Owner").

RECITALS

A. Apartment Owner owns the real property more particularly described on Exhibit A-1 attached hereto and incorporated herein (the "Lot 1"), which was acquired from County.

B. County owns the real property more particularly described on Exhibit A-2 attached hereto and incorporated herein (the "Lot 2").

C. Lot 1 and Lot 2 are each a "Lot" and together, the "Lots". "Owner" shall mean the record holder of fee simple title to a Lot and their successors and assigns.

D. Apartment Owner intends to rehabilitate the current building (the "Hospital Building") and other improvements on Lot 1 (together, the Hospital Building and such other improvements which exist on Lot 1 from time to time are the "Lot 1 Improvements") for use as a mixed-use development including residential and commercial components (the "Project").

E. The existing building (the "County Building") and other existing improvements on Lot 2 are referred to collectively herein as the "Lot 2 Improvements."

F. As a condition of the City of Milwaukee (the "City") approving certain aspects of Apartment Owner's construction of the Project, including, compliance with portions of the City of Milwaukee Building Code, and to facilitate the rehabilitation of the Project by Apartment Owner, the parties wish to establish certain easements and restrictions affecting the Lots as set forth in this Agreement.

G. Lot 1 and Lot 2 are within the Historic Boundary of the historic resource "Saint Anthony Hospital," listed on the Wisconsin Register of Historic Places on August 18, 2017, and which is eligible for listing on the National Register of Historic Places.

H. County acknowledges that Apartment Owner is rehabilitating the Lot 1 Improvements with the intent of receiving State of Wisconsin and federal historic tax credits (together, "Historic Tax Credits") for the rehabilitation, and that receipt of Historic Tax Credits requires, among other things, review by and approval from the Wisconsin Historical Society, the State Historic Preservation Office (the "SHPO"), and the National Park Service (the "NPS") as further provided in Section 14 herein.

I. Notwithstanding anything to the contrary contained herein, County acknowledges that any and all modifications to Lot 2 and Lot 2 Improvements are subject to the requirements set forth in Section 14 herein.

AGREEMENTS

In consideration of the Recitals and the Agreements which follow, County and Apartment Owner agree as follows:

1. No Build Areas and Easements.

a. County grants, creates and establishes for the benefit of Lot 1, a permanent no build easement (the "Lot 2 No Build Easement") over, across under and upon that portion of Lot 2 which is described on Exhibit B-1 attached hereto (the "Lot 2 No Build Area").

b. Apartment Owner grants, creates and establishes for the benefit of Lot 2, a permanent no build easement (the "Lot 1 No Build Easement" and together with the Lot 2 No Build Easement, the "No Build Easements") over, across under and upon that portion of Lot 1 which is described on Exhibit B-2 attached hereto (the "Lot 1 No Build Area" and together with the Lot 1 No Build Area, the "No Build Areas").

2. Use of No Build Areas; No Modification of County Building. Subject to Section 14 herein, County and Apartment Owner agree that any and all persons having or acquiring an interest in either Lot 1 or Lot 2, as well as their respective contractors, agents, tenants, occupants, or invitees shall observe the following restrictions with regard to the No Build Areas, which restrictions shall be deemed covenants touching and concerning the Lots:

a. Other than the Lot 2 Improvements and the Hospital Building, no buildings, or other above-grade structures, improvements, attachments, fixtures or similar improvements of any kind other than "Permitted Improvements" (as defined below) shall be constructed, installed or attached to or within, under or upon the No Build Areas. For clarity, nothing in this Section 2 is intended to prohibit the installation of underground improvements (including, but not limited to utility facilities) in the No Build Areas, unless such installation expressly violates the provisions of any applicable building or fire code, as determined by the City.

b. The term "Permitted Improvements" shall mean (i) at grade surface parking and drive aisle improvements; (ii) sidewalks; (iii) fences; (iv) lawn, bushes, trees and other landscaping improvements (including hardscaping features); (v) underground or above ground storm water drainage facilities; (vi) above ground or below ground utility facilities for the distribution of water, sewage, gas, electric, telephone or other communications services or any other utilities consumed at the Lots; and (vii) lighting and other similar ancillary building components, provided, however, that any of the foregoing shall only be permitted to the extent that the construction of the same would not result in a violation of any building or fire code applicable to the Project or Hospital Building, as determined by the City.

c. County agrees and covenants that it shall not cause any openings of any kind to be made in the roof of the County Building which is located within Lot 2 No Build Area or in any of the exterior walls of the County Building which are located within the Lot 2 No Build Area without the express written consent of Apartment Owner, which consent may be withheld in such Apartment Owner's sole discretion.

d. County further agrees that it shall not make any modifications to the portion of the County Building identified in Exhibit C attached hereto, being the existing shared walls between the Hospital Building and the County Building (together, the "Shared Wall"), without express written consent of Apartment Owner, which consent may be withheld in Apartment Owner's sole discretion. As part of the Project, County and Apartment Owner acknowledge and agree that the Shared Wall will be modified to function as a fire wall that complies in all respects with all applicable building and fire codes (a "Fire Wall") to allow for the Project to be completed.

e. County shall keep and maintain the Fire Wall located on Lot 2 and all other portions of the County Building in a condition which allows for the Hospital Building, County Building and the Project to continue to comply in all respects with all applicable building and fire codes, at its sole cost and expense. Apartment Owner shall keep and maintain the Fire Wall located on Lot 1 and all other portions of the Hospital Building in a condition which allows for the Hospital Building, County Building and the Project to continue to comply in all respects with all applicable building and fire codes, at its sole cost and expense.

f. Notwithstanding anything to the contrary in Section 2.d. above, Apartment Owner and County hereby acknowledge and agree that certain existing openings in the Shared Wall in the locations depicted on Exhibit C shall be closed at County's sole cost and expense, to Apartment Owner's specifications and in accordance with a schedule determined by Apartment Owner during Apartment Owner's completion of its Project. Apartment Owner and County acknowledge that additional modifications to the Shared Wall may be necessary to allow the Shared Wall to qualify as a Fire Wall (including the modifications depicted on Exhibit C) and agree that such modifications will be part of Apartment Owner's final plans and specifications for the Project. Apartment Owner and County shall cooperate with one another in developing such final modifications to the Shared Wall but the final modifications must be acceptable to Apartment Owner in its sole discretion.

g. Nothing in this Section 2 is intended to require the removal of any of the existing Lot 2 Improvements as currently constructed, provided, however, that the foregoing restrictions shall apply to and shall limit any reconstruction or repair of any of the Lot 2 Improvements (including, but not limited to the County Building) after the Effective Date.

3. Cross Access Easements: Door Easements. Subject to Section 14 herein, Apartment Owner grants, creates and establishes for the benefit of Lot 2, a non-exclusive easement (the "Access Easement") over the driveways, drive aisles, and pedestrian walkways located on Lot 1 in the area shown on Exhibit D and through the Door Swing Easement Area (defined below) (the "Access Easement Area") for the purpose of vehicular and pedestrian ingress, egress and access between, to and from Lot 2 and to and from the public streets and

rights of way which may exist from time to time and which adjoin Lot 1. The Access Easement may be used by County and its employees, guests and invitees in connection with the use, operation and occupancy of the County Building as the medical examiner's office (the "Current Use"), and for no other purpose. Apartment Owner grants, creates and establishes for the benefit of Lot 2, a non-exclusive easement (the "Door Swing Easement") over that portion of Lot 1 in the area shown on Exhibit E (the "Door Swing Easement Area") for the purpose of Owner, its employees, guests and invitees to continue to access, use and open the doors located on the County Building in the area marked on Exhibit E as the "Door Area" as part of the Current Use. If the County Building is not used for its Current Use for a period of more than 6 months, or if the County Building is demolished or substantially renovated, the Access Easement and Door Swing Easement in this Section shall automatically terminate. County acknowledges and agrees that Apartment Owner intends to construct parking spaces within the Access Easement Area as part of its Project. Upon the completion of the Project, the use of the Access Easement and Access Easement Area shall be limited to use for pedestrian ingress, egress and access between, to and from Lot 2 and to and from the public streets and rights of way which may exist from time to time and which adjoin Lot 1, and any rights of vehicular access shall terminate.

4. Fiber Optics Easement. Subject to Section 14 herein, Apartment Owner grants, creates and establishes for the benefit of the County, a non-exclusive easement for the benefit of the County only (the "IT Easement") within that portion of the Hospital Building which are identified on Exhibit F for purposes of allowing County its employees and contractors to access, use and maintain a server cabinet (the "Server Cabinet") and certain fiber optic cables and copper wiring (together, the "Cables"), servers and other telecommunications infrastructure that provides operational support to the security, telephone and internet systems of the County Building (collectively, such items within the County Building is the "IT Equipment"). As part of the rehabilitation of the Hospital Building, Apartment Owner shall install conduit (the "Conduit") in locations agreed to between County and Apartment Owner and generally anticipated to be in the locations shown in Exhibit F in which County shall re-install, at County's expense, all Cables necessary to operate the IT Equipment. The location of the Server Cabinet is identified in Exhibit F. Apartment Owner and County shall cooperate to determine the final location for the Conduit and to coordinate construction of the Conduit and the running of Cables so as to minimize disruption to County's use of the IT Equipment and to be done so as to not interfere with Apartment Owner's development of the Project. If the final location for the Conduit is not that depicted on Exhibit F, the parties shall record an amendment to this Agreement to modify Exhibit F to reflect the final location of the Conduit. County shall have access to the IT Equipment and Conduit during normal business hours, provided that County gives Apartment Owner at least two (2) business days' prior notice requesting access, except in emergencies. In all cases, County's access to the IT Equipment and Conduit shall not interfere with Apartment Owner's use or enjoyment of the Project or the rights of any tenants of the Project. County shall be solely responsible (i) for the costs of maintenance of the IT Equipment, the Conduit and Cable, which shall be maintained in a manner consistent with sound building practices and all applicable laws, ordinances, rules and regulations and (ii) for the costs of any repairs or replacements of the Conduit and for the costs and expense of restoring any damage to the Apartment Owner's property which may be caused as a result of County's performance of such work by the necessary.

5. Encroachment Easements. Subject to Section 14 herein:

a. County grants, creates and establishes for the benefit of Lot 1, a permanent, non-exclusive easement over, across and under that portion of Lot 2 on which any portion of the Lot 1 Improvements (including, but not limited to any footings, foundations, cornices, walls, mantles or other building components of the Hospital Building) may encroach over the boundary between Lot 1 and Lot 2 (the "Hospital Encroachments").

b. Apartment Owner grants, creates and establishes for the benefit of Lot 2, a permanent, non-exclusive easement over, across and under that portion of Lot 2 on which any portion of the Lot 2 Improvements (including, but not limited to any footings, foundations, cornices, walls, mantles or other building components of the County Building) may encroach over the boundary between Lot 1 and Lot 2 (the "County Encroachments" and together with the Hospital Encroachments, the "Encroachments").

c. The Hospital Encroachments shall be considered part of the Lot 1 Improvements for purposes of this Agreement. The County Encroachments shall be considered part of the Lot 2 Improvements for purposes of this Agreement.

d. Apartment Owner shall be solely responsible for the costs of maintaining and repairing the Hospital Encroachments, which shall be maintained in a manner consistent with sound building practices and all applicable laws, ordinances, rules and regulations. County shall be solely responsible for the costs of maintaining and repairing the County Encroachments, shall be maintained in a manner consistent with sound building practices and all applicable laws, ordinances, rules and regulations.

e. If County elects to replace, or rebuild or substantially modify the Lot 2 Improvements, County shall, at its sole cost and expense cause any Lot 2 Encroachments to be removed from Lot 1, if removal is required.

f. Each Owner shall insure, at its expense, the full replacement value of the improvements on its property and any Encroachments it owns, and shall further keep all improvements on its property and any Encroachments it owns insured against all risks of casualty loss in the full amount of their replacement cost. In the event of a casualty or damage to any of the improvements comprising the County Encroachments or the Hospital Encroachments, the Owner of the affected improvements shall be entitled to restore such improvements provided that such improvements are restored or repaired to materially the same condition and size they were in immediately preceding such casualty or damage, are not expanded or enlarged in any way and otherwise comply with governmental regulations and Section 14 of this Agreement. Notwithstanding the foregoing, in the event the County Encroachments are removed voluntarily by County, unless required by Historic Tax Credit Regulations, the County Encroachments may not be restored and any improvements to be constructed upon Lot 2 shall be located entirely within the boundaries of Lot 2, unless otherwise agreed to in writing by Apartment Owner.

g. In the event of a casualty to the improvements on, or condemnation of, either Lot or of any improvements located thereon, each party shall be responsible for the repair

and restoration of their own property. The parties agree to coordinate all demolition, debris removal, disposal, access, staging, construction and other related activities in a commercially reasonable manner.

6. Construction and Maintenance Easement. Subject to Section 14 herein:

a. County grants, creates and establishes for the benefit of Apartment Owner and for the benefit of Lot 1, a non-exclusive easement for temporary access and temporary storage over, on and across such portion of Lot 2 as is reasonably required for the maintenance, repair, restoration and replacement of the Lot 1 Improvements and the Hospital Encroachments and for the initial construction of the Project by Apartment Owner.

b. Apartment Owner grants, creates and establishes for the benefit of County and for the benefit of Lot 2, a non-exclusive easement for temporary access and temporary storage over, on and across such portion of Lot 1 as is reasonably required for the maintenance, repair, restoration and replacement of the Lot 2 Improvements and the County Encroachments.

c. The foregoing easements may also be used for any construction activities related to the separation of the County Building and Hospital Building (and any related systems or components) that may be necessary during Apartment Owner's completion of the Project, including, but not limited to, any work to separate or disconnect any utility services between the buildings, install any new utility systems or fire protection equipment which the Owners' mutually agree upon in writing (if any), complete the work contemplated in Section 2.e. above and to allow for County and/or Apartment Owner to remove any equipment or systems on the County Building (including, but not limited to existing HVAC units and all related equipment which is located on the County Building and previously served the Hospital Building).

d. The foregoing easements shall also include a non-exclusive airspace easement over Lot 2 and Lot 1 respectively, and over any improvements now or in the future constructed thereon to allow for the passage of any construction cranes, mobile cranes, other lifting device or hanging scaffolding over the either Lot for the purpose of the construction, maintenance or repair of improvements on the other Lot.

e. All maintenance, repair, restoration and replacement work, and the initial construction work relating to the Project to be performed by an Owner on the property of the other Owner (collectively, "Repair Work") permitted to be performed pursuant to this Agreement shall be performed subject to the following additional terms and conditions:

i. In connection with any Repair Work, the Owner (the "Performing Owner") accessing the other Owner's (the "Non-Performing Owner") property to perform such Repair Work shall not unduly interfere with the business operations being conducted at the property of the Non-Performing Owner.

ii. Repair Work shall be done during normal business hours and upon at least 48 hours prior notice to the other Non-Performing Owner, except in the case of an emergency in which case access shall be available as soon as reasonably necessary.

iii. Repair Work shall be done in accordance with all applicable governmental approvals and permits and in a good and workmanlike manner.

iv. The Performing Owner shall defend, indemnify and save the Non-Performing Owner harmless from any and all claims, actions, damages, costs, expenses and liabilities including, but not limited to, reasonable attorneys' fees resulting from any Repair Work to the extent the same is caused by the negligence or willful acts of the Performing Owner or its employees, agents, contractors or subcontractors for whom it is legally liable. Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

v. The Performing Owner shall obtain all required permits, licenses shall take all reasonably necessary precautions to insure that Repair Work is done in a safe and secure manner, in compliance with all laws, and in such a manner as to avoid unreasonable risk of injury to persons or property at or near the Lots.

vi. The Performing Owner shall restore, at its expense, any damage caused by or in connection with such work to the property of the Non-Performing Owner.

vii. If either Owner intends to perform any work on its property involving maintenance or repair of any Encroachments or which involves excavation below grade on its parcel (the party excavating is the "Excavating Owner"), it shall notify the other party (the "Affected Owner") in writing at least 15 days in advance of such work, except in the case of emergency, in which case the notice shall be given as soon as is practical. The Excavating Owner shall have the right and duty to provide lateral support to the Affected Owner and the improvements on its parcel during the term of such excavation. To provide lateral support, the Excavating Owner may install retaining walls and underground soil nailing and shoring systems that do not damage the Affected Owner's then existing improvements or unreasonably interfere with the Affected Owner's then current use of its parcel.

viii. Nothing in this Agreement shall be construed as consent on the part of the Non-Performing Owner to subject the fee simple or other interest of the Non-Performing Owner in its Lot to liability under the Wisconsin Construction Lien Law, and it being expressly understood that the Non-Performing Owner shall not be subject to such liability. If a construction lien shall be filed against the Lot of the Non-Performing Owner or any portion thereof as a result of Repair Work, the Performing Owner shall promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise. The Performing Owner agrees to indemnify, defend and hold harmless the Non-Performing Owner against any damage, loss or expenses (including, but not limited to, attorneys' fees) incurred by the Non-Performing Owner as a result of a filing of any construction lien due to any Repair Work on the Non-Performing Owner's Lot.

7. Area Well Easement. Subject to Section 14 herein, Apartment Owner, grants, creates and establishes for the benefit of County and for the benefit of Lot 2, a non-exclusive easement for access over, on and across such portion of Lot 1 which is described and depicted on

Exhibit G (the “Area Well Easement Area”) attached hereto for purposes of County maintaining and accessing the existing area wells located within the Area Well Easement Area. The easement in this Section 7 shall terminate automatically at such time as the County Building is demolished.

8. Non-Interference. No Owner shall exercise any rights reserved to them in this Agreement or otherwise in a manner that unreasonably interferes with or in any way materially adversely impairs the lawful and intended use of either Lot or would result in either Lot being in violation of any applicable laws.

9. Binding Effect; Covenant Running with the Land. Except as expressly provided in Section 4 hereof with respect to the IT Easement, this Agreement and the easements, rights and obligations contained herein shall run with the land and be binding upon any successor owners of all or any portion of the Lots. This Agreement may only be terminated by in a writing signed by the Owners of Lot 1 and Lot 2. The IT Easement is personal to Milwaukee County only and shall not benefit any other Owner of Lot 2.

10. Wisconsin Law. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

11. Severability. If any term, covenant or condition of this Agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.

12. Counterparts. This Agreement may be signed in counterparts.

13. Wisconsin Administrative Code. The No Build Easements created by this Agreement are intended to be permanent no build easements in favor of Apartment Owner and Lot 2 (as applicable) as contemplated in Wisconsin Administrative Code SPS 362.0702(2), as the same may be amended from time to time. The restrictions set forth in Section 2 shall enforceable by the City. A violation of the terms of Section 2 of this Agreement may be enforced by an Owner or by the City as necessary to enforce SPS 362.0702(2) of the Wisconsin Administrative Code, as the same may be amended from time to time. The terms of this Section 13 and the terms of Sections 1 and 2 may not be amended without the prior approval of the City.

14. Historic Tax Credits Restrictions.

a. Modifications to Lot 2 Improvements. County acknowledges that Apartment Owner is rehabilitating the Project with the intent of receiving Historic Tax Credits for the rehabilitation. County shall not make any Modifications (defined herein) to the existing Lot 2 Improvements without the prior written consent of Apartment Owner and unless the proposed Modifications are otherwise completed in accordance with this Section 14. Apartment Owner shall be entitled to withhold its consent to any proposed Modifications unless (i) the

proposed Modifications otherwise comply with the terms of this Agreement; (ii) Apartment Owner determines that the proposed Modifications will comply in all respects with all applicable rules, regulations, statutes, rulings and other governing requirements relating to Historic Tax Credits, including but not limited to the NPS, SHPO or other State of Wisconsin agency requirements and the Internal Revenue Code (collectively, the “Historic Tax Credit Regulations”); and (iii) that the plans for the proposed Modifications have been approved by the SHPO and NPS (such approval being “SHPO/NPS Approval”). If conditions (i)-(iii) in the preceding sentence are satisfied, Apartment Owner shall approve the plans for the Modifications.

b. Plan Approval Process for Modifications.

i. If the County proposes any work on the exterior or interior of the Lot 2 Improvements, including, but not limited to, any construction, reconstruction or restoration, alterations, improvements, modifications, demolition or other physical changes affecting any portion of the Lot 2 Improvements (collectively, the “Modifications”), County shall prepare, in consultation with Apartment Owner and a historic consultant chosen by Apartment Owner (the “Historic Consultant”) such detailed project schematics, elevations, drawings, construction documents or other plans, specifications and materials as may be necessary in order to submit the proposed Modifications (such materials are the “Modification Plans”) for SHPO/NPS Approval.

ii. Apartment Owner shall pay for the costs of services provided by the Historic Consultant in connection with the proposed Modifications and the development of the Modification Plans. Other than the costs of the Historic Consultant, all other costs relating to developing and preparing the Modification Plans and the costs of completing the Modifications shall be paid by County. The scope of the Historic Consultant’s work shall include preparing any material to be delivered to SHPO and/or NPS and advising County on the types of materials and techniques necessary to obtain SHPO/NPS Approval. Apartment Owner and Historic Consultant shall provide their initial feedback to any proposed Modifications to County within twenty (20) business days of County submitting the same and thereafter, the parties shall cooperate in good faith to promptly finalize all Modification Plans for submission to SHPO/NPS.

iii. Before commencing any Modifications, all Modification Plans shall be submitted by County in writing to Apartment Owner for Apartment Owner’s prior, written approval (which approval shall be given in if the conditions in Section 14.a. above are satisfied) and for approval by SHPO/NPS. Apartment Owner shall submit, on County’s behalf, to SHPO and/or NPS and shall cooperate with County to obtain SHPO/NPS Approval of the proposed Modifications and the Modifications Plans. If SHPO/NPS Approval is not obtained, County, Apartment Owner and Historic Consultant shall cooperate in good faith to revise the Modification Plans to satisfy any objections provided by SHPO and NPS and resubmit the revised Modification Plans for SHPO/NPS Approval. Apartment Owner shall diligently pursue SHPO/NPS Approval for all Modification Plans submitted pursuant to this Agreement and shall cooperate in good faith with County and Historic Consultant to facilitate prompt review by SHPO and NPS.

c. Approved Modification Plans: Completion of Modifications.

Modification Plans which are approved by Apartment Owner, SHPO and NPS as provided in this Agreement are referred to herein as the "Approved Plans." All Modifications to be performed pursuant to Approved Plans is "Approved Work." Notwithstanding anything to the contrary in this Agreement, County shall, at its sole cost and expense, obtain all required zoning and other approvals (including any City of Milwaukee historic approvals), permits, licenses or authorizations required by any governmental authority or other person to commence and complete the Approved Work (collectively, the "Approvals"). Apartment Owner's sole obligation with respect to costs associated with the Modifications shall be to pay the costs of the Historic Consultant as outlined above and for any application or review fees charged by SHPO or NPS fees. County covenants and agrees that all Approved Work shall be completed in compliance with the Approved Plans and all applicable laws and regulations, including all Historic Tax Credit Regulations and the terms of the SHPO /NPS Approval. The costs of performing all Approved Work shall be paid by the County. Upon completion of the Approved Work, Apartment Owner and County shall cooperate with Historic Consultant to provide photographs and other evidence documenting that the Modifications have been completed in accordance with the Approved Plans and in accordance with the terms of the SHPO /NPS Approval. The submission of such plans and evidence shall be done at Apartment Owner's expense and Apartment Owner shall submit the materials for SHPO/NPS Approval of the same.

d. Indemnification. County shall indemnify and hold Apartment Owner, its members and their respective affiliates (together, the "Indemnified Parties") harmless from and against any and all liabilities, claims, expenses, losses, costs, attorneys' fees and damages of any kind suffered by any of the Indemnified Parties arising out of any Modifications which County makes to the to the Lot 2 Improvements unless such Modifications (i) receive SHPO/NPS Approval, (ii) are approved by Apartment Owner pursuant to this Agreement, (iii) are completed in full compliance with the Approved Plans and (iv) are completed in full compliance with applicable Historic Tax Credit Regulations and the terms of SHPO/NPS Approval.

e. Term of Covenants. The restrictions in this Section 14 shall be covenants which run with the land and shall remain in effect until five years from the date on which the Project is "placed in service" under applicable Historic Tax Credit Regulations. Upon County's request, Apartment Owner and County may record a memorandum of the "placed in service" date. Notwithstanding the foregoing, if Apartment Owner has not caused the Project to be "placed in service" within twenty-four (24) months of the date on which Apartment Owner acquires Lot 1 from the County, the terms of this Section 14 shall terminate and the rest of the Agreement shall remain in full force and effect.

15. Prior Agreements.

a. To the extent of any conflict between the terms of this Agreement and the terms of any prior agreement between Apartment Owner and County, including, but not limited to that certain Declaration and Easement dated December 12, 1987, recorded on December 31, 1987 as Document No. 6135511 (the "1987 Easement Agreement"), the terms of this Agreement shall control.

b. County and Apartment Owner acknowledge that the separation of the “Sale Facilities” and the building located on the “Capuchin Property” and “Connector Property” (all as defined in the 1987 Easement Agreement) have been completed.

c. Notwithstanding anything to the contrary in the 1987 Easement Agreement, in the event of casualty to the existing building on Lot 2, or if County wishes to make any changes to the existing building on Lot 2, including, but not limited to any demolition pursuant to Section 5 of the 1987 Easement Agreement, or to any other portion of the improvements on Lot 2 (including the construction of any additional improvements to Lot 2), Apartment Owner must approve any changes or proposed demolition proposed by County in accordance with the terms of Section 14 of this Agreement. In the event of casualty to any improvements on Lot 2, Apartment Owner must approve all plans for restoration of such improvements in accordance with the terms of Section 14 of this Agreement.

d. As between the County and Apartment Owner, the terms and conditions of Section 10 of the 1987 Easement Agreement (regarding shared walls between the “Sale Property,” the Capuchin Property and the Connector Property shall apply to the Shared Walls between the Hospital Building and the County Building, which shall be deemed “Common Boundary Walls” under the 1987 Easement Agreement.


**[REMAINDER OF PAGE INTENTIONALLY BLANK -
SIGNATURES ON FOLLOWING PAGE(S)]**

**SIGNATURE PAGE TO
BUILDING RESTRICTIONS AND EASEMENT AGREEMENT**

ST. ANTHONY'S APARTMENTS, LLC, a Wisconsin limited liability company

BY ST. ANTHONY'S APARTMENTS MM, LLC, a Wisconsin limited liability company, its managing member

BY HEARTLAND HOUSING, INC., an Illinois not-for-profit corporation, its member

BY  Michael Goldberg, Executive Director

State of Illinois)
)
COOK County) : SS

This instrument was acknowledged before me on September 29, 2017 by Michael Goldberg, as Executive Director of Heartland Housing, Inc., an Illinois not-for-profit corporation, on behalf of the corporation, in the corporation's capacity as member of St. Anthony's Apartments MM, LLC, a Wisconsin limited liability company, as managing member of St. Anthony's Apartments, LLC, a Wisconsin limited liability company, on behalf of the limited liability company.

[Seal]





Notary Public, State of Illinois
Acting in COOK County
My commission expires 9/12/2020

EXHIBIT A-1

Lot 1 of Certified Survey Map No. 8872, recorded by the Milwaukee County Register of Deeds on December 5, 2016 as Document No. 10628846, being a part of Lots 1, 2, 3, 4, 14, 15 and 16, and part of Lots 5, 6, 7, 8, 12 and 13 in Block 198 of Survey and Subdivision into City Lots of the North 30 Acres of the Northwest 1/4 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key: 3910881000

Exhibit A-2

Lot 2 of Certified Survey Map No. 8872, recorded by the Milwaukee County Register of Deeds on December 5, 2016 as Document No. 10628846, being a part of Lots 1, 2, 3, 4, 14, 15 and 16, and part of Lots 5, 6, 7, 8, 12 and 13 in Block 198 of Survey and Subdivision into City Lots of the North 30 Acres of the Northwest 1/4 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key: 3910882000

EXHIBIT B-1 and B-2

Legal Description and Depiction of the No Build Areas

[SEE ATTACHED SHEETS]

NO BUILD EASEMENT EXHIBIT B-1

CLILNT
 Heartland Housing
SITE ADDRESS
 1004 N. 10th St., Milwaukee, Wisconsin.
 N89°02'35"E 994.29'

CONC. MON. WITH
 BRASS CAP
 NW COR. OF NW 1/4
 SEC. 29, T7N, R22E.

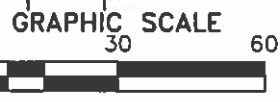
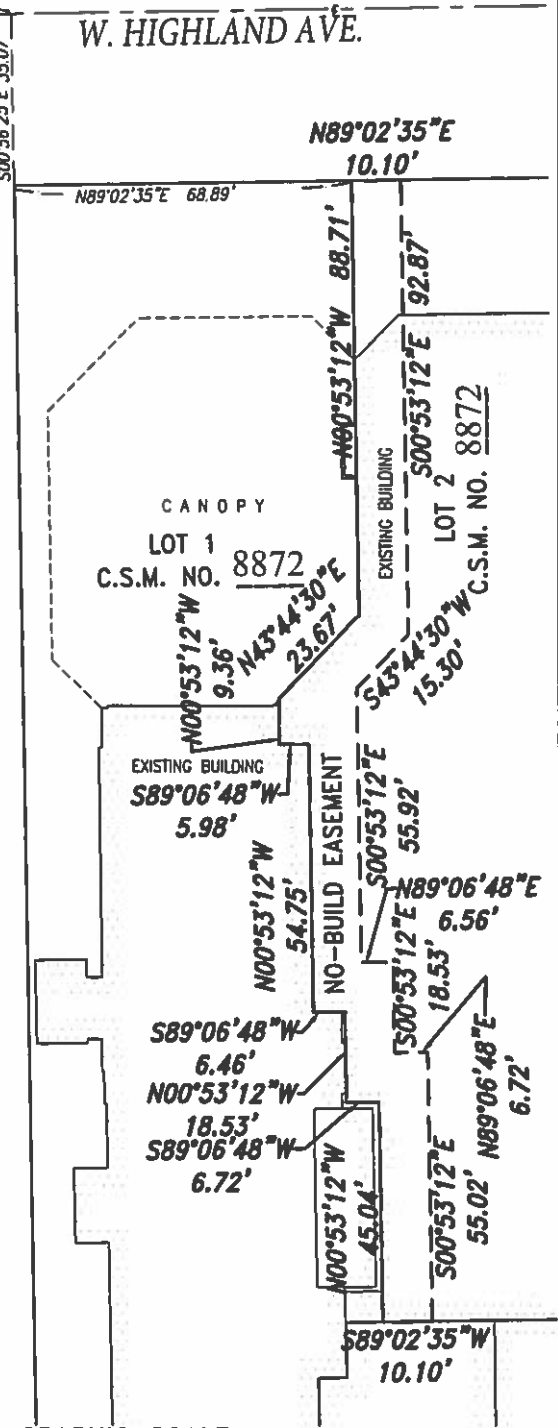
LAND AREA
 The are of the subject easement is 2,600 square feet or 0.0597 acres.

LEGAL DISCIPTION
 Part of Lot 2, Certified Survey Map No. 8872, in the Northwest 1/4 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bound and described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section; thence South 01°00'06" East along the West line of said Section 533.03 feet to point on the centerline of West North Avenue, thence North 89°02'35" East along said centerline 994.29 feet to a point, thence South 00°56'25" East 35.07 feet to a point on the South line of West North Avenue, thence North 89°02'35" East along said South line 68.89 feet to the point of beginning of lands hereinafter described; thence continuing along said South line North 89°02'35" East 10.10 feet to a point; thence South 00°53'12" West 92.87 feet to a point; thence South 43°44'30" West 15.30 feet to a point; thence South 00°53'12" East 55.92 feet to a point; thence North 89°06'48" East 6.56 feet to a point; thence South 00°53'12" East 18.53 feet to a point; thence North 89°06'48" East 6.72 feet to a point; thence South 00°53'12" East 55.02 feet to a point; thence South 89°02'35" West 10.10 feet to a point on the East line of Lot 1 of Said Certified Survey Map; thence North 00°53'12" West along said East line 45.04 feet to a point; thence South 89°06'48" West along said East line 6.72 feet to a point; thence North 00°53'12" West along said East line 18.53 feet to a point; thence South 89°06'48" West along said East line 6.46 feet to a point; thence North 00°53'12" West along said East line 54.75 feet to a point; thence South 89°06'48" West along said East line 5.98 feet to a point; thence North 00°53'12" West along said East line 9.36 feet to a point; thence South 89°06'48" West along said East line 23.67 feet to a point; thence North 00°53'12" West along said East line 88.71 feet to the point of beginning.

N. 10TH ST.

W. HIGHLAND AVE.



CHAPUT LAND SURVEYS LLC
 231 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

(IN FEET)
 1 inch = 30 ft. Date: January 9, 2017
 Drawing No. 2352-dmb

NO BUILD EASEMENT EXHIBIT B-2

CLIENT

Heartland Housing

SITE ADDRESS

1004 N. 10th Street,
Milwaukee, Wisconsin.

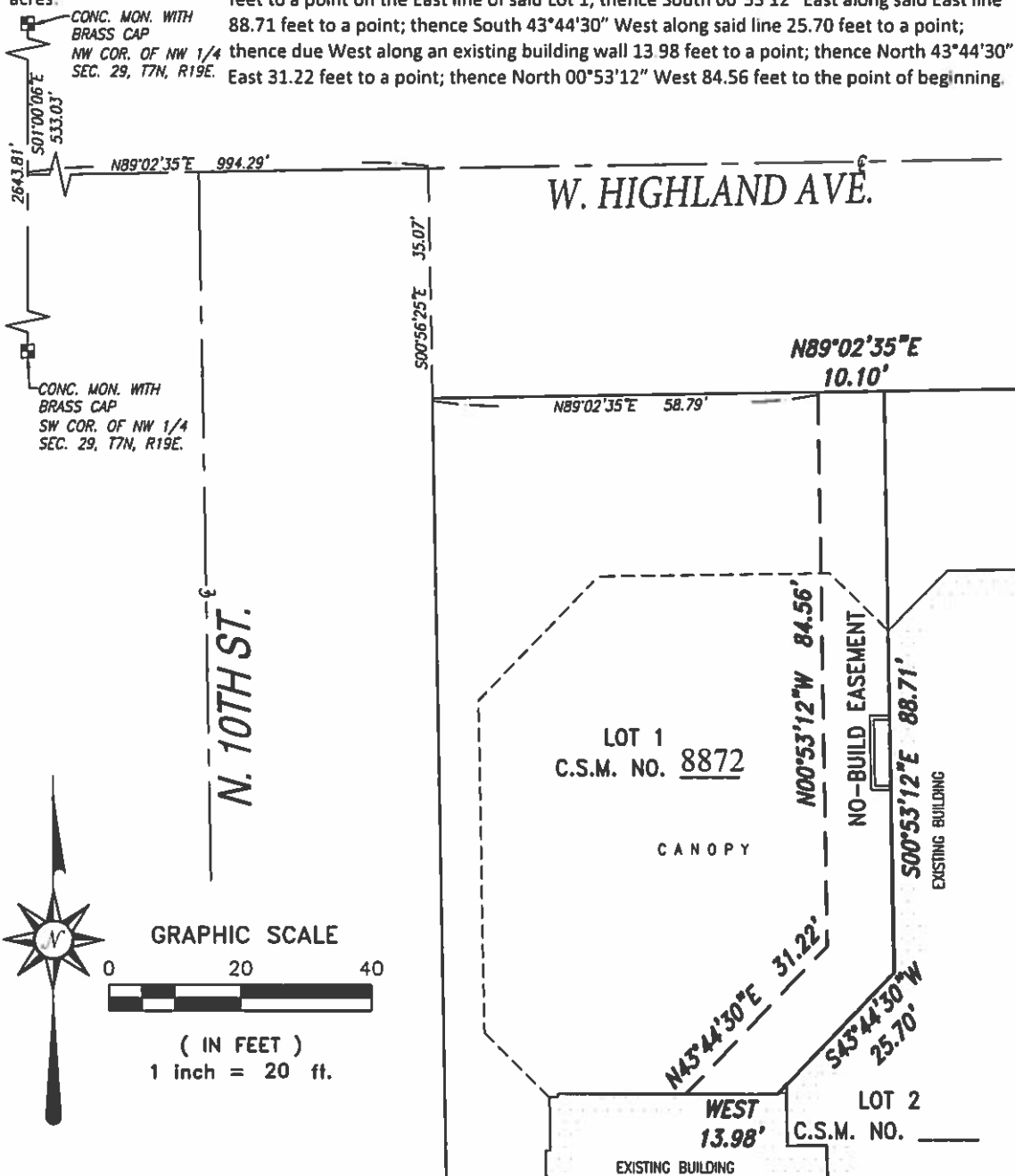
LAND AREA

The area of the subject
easement is 1,162
square feet or 0.0267
acres.

LEGAL DESCRIPTION

Part of Lot 1, Certified Survey Map No. 8872, in the Northwest 1/4 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bound and described as follows:

Commencing at the Northwest corner of said Northwest 1/4 of Section, thence South 01°00'06" East along the West line of said Section 533.03 feet to point on the centerline of West North Avenue; thence North 89°02'35" East along said centerline 994.29 feet to a point; thence South 00°56'25" East 35.07 feet to a point on the South line of West North Avenue, thence North 89°02'35" East along said South line 58.79 feet to the point of beginning of lands described hereinafter; thence continuing along said South line North 89°02'35" East 10.10 feet to a point on the East line of said Lot 1; thence South 00°53'12" East along said East line 88.71 feet to a point; thence South 43°44'30" West along said line 25.70 feet to a point; thence due West along an existing building wall 13.98 feet to a point; thence North 43°44'30" East 31.22 feet to a point; thence North 00°53'12" West 84.56 feet to the point of beginning.



CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
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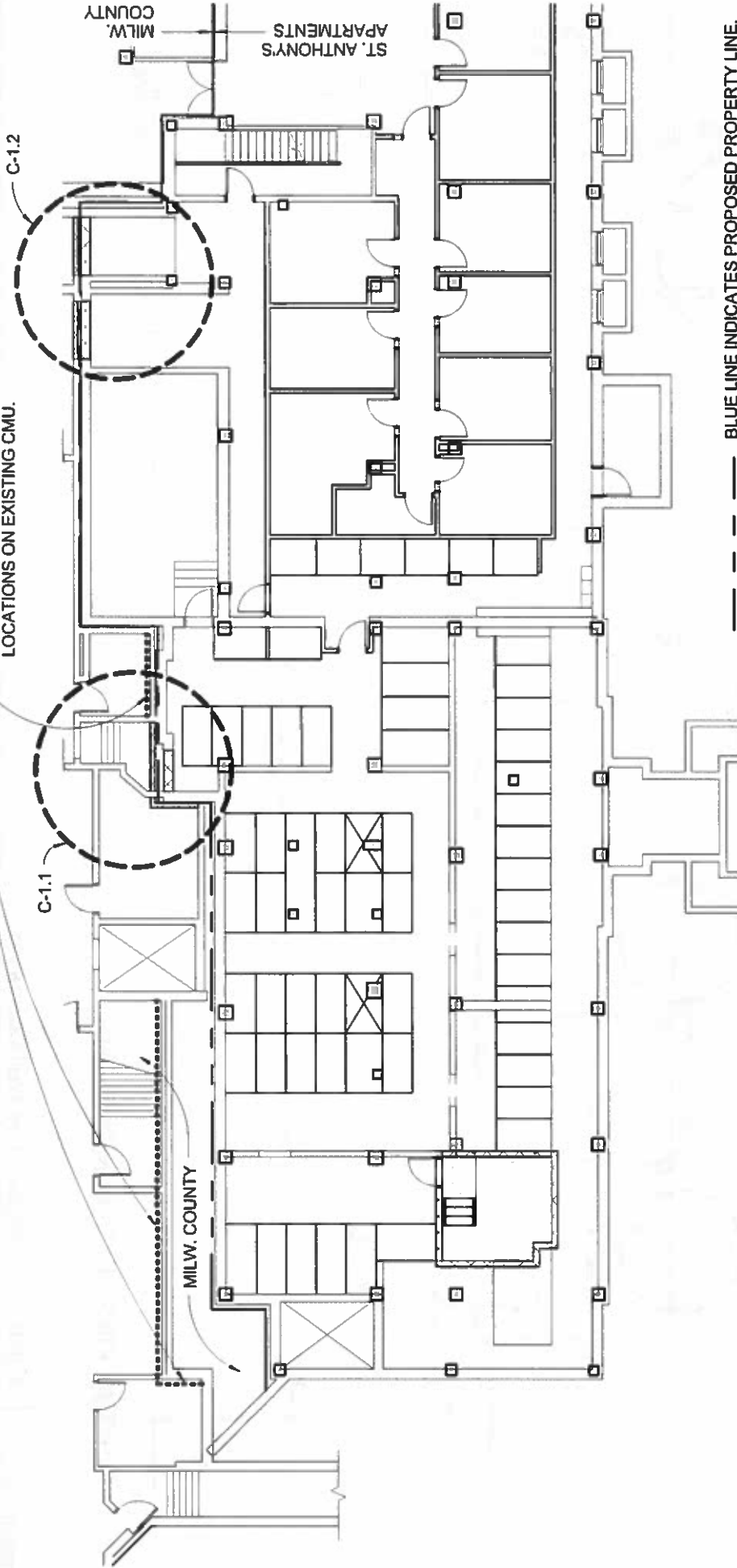
Date: January 9, 2017
Drawing No. 2352-dmb

EXHIBIT C

Location of Fire Wall and Closure Areas

[SEE ATTACHED SHEETS]

RED DOTTED LINE GRAPHICALLY INDICATES INTUMESCENT WALL COATING LOCATIONS ON EXISTING CMU.



--- BLUE LINE INDICATES PROPOSED PROPERTY LINE. REFER TO CSM DOCUMENTS FOR DIMENSIONS.

1 PARTIAL BASEMENT KEY PLAN

SCALE: 3/32" = 1'-0"

EXHIBIT C-1: Proposed Fire Wall Closure Plan

St. Anthony's Apartments of 1004 N. 10th Street, Milwaukee, Wisconsin

SCALE: 3/32" = 1'-0"

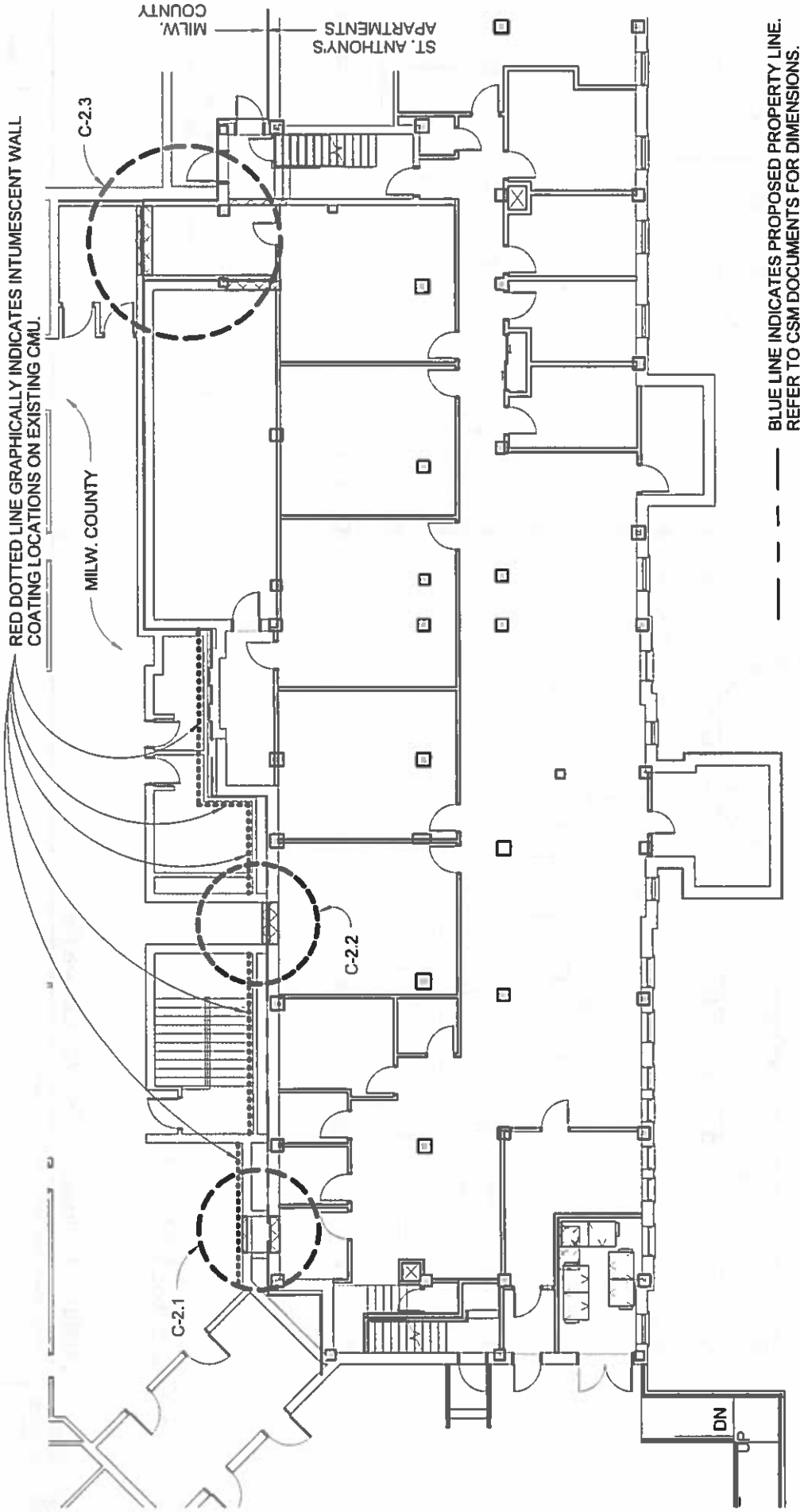
DATE: 3.28.17

Engberg Anderson Project No. 142376.00



NEW JERSEY | ILLINOIS | INDIANAPOLIS | OHIO





1 PARTIAL FIRST FLOOR KEY PLAN
SCALE: 3/32" = 1'-0"

EXHIBIT C-2: Proposed Fire Wall Closure Plan

St. Anthony's Apartments of 1004 N. 10th Street, Milwaukee, Wisconsin
SCALE: 3/32" = 1'-0"
January 2, 2017
Engberg Anderson Project No. 142376.00



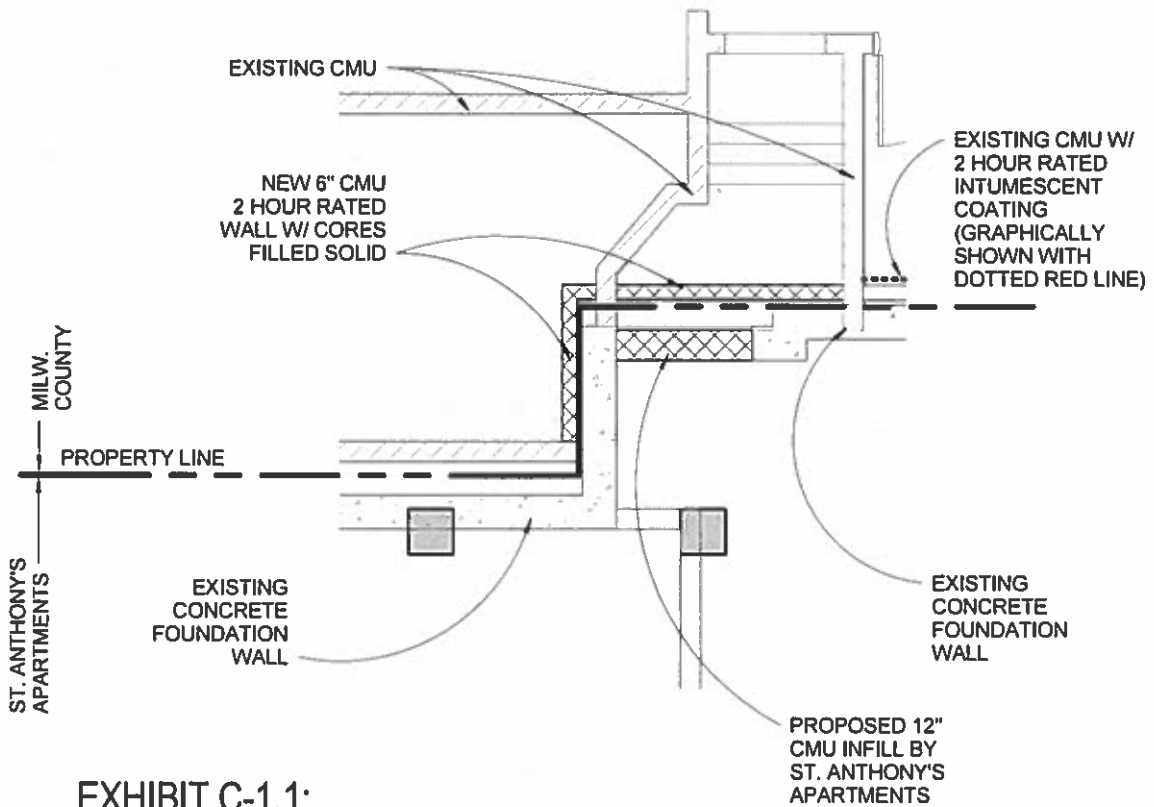


EXHIBIT C-1.1:

C1 FIRE WALL CLOSURE AT EXISTING STAIR CONNECTION

SCALE: 1/4" = 1'-0"

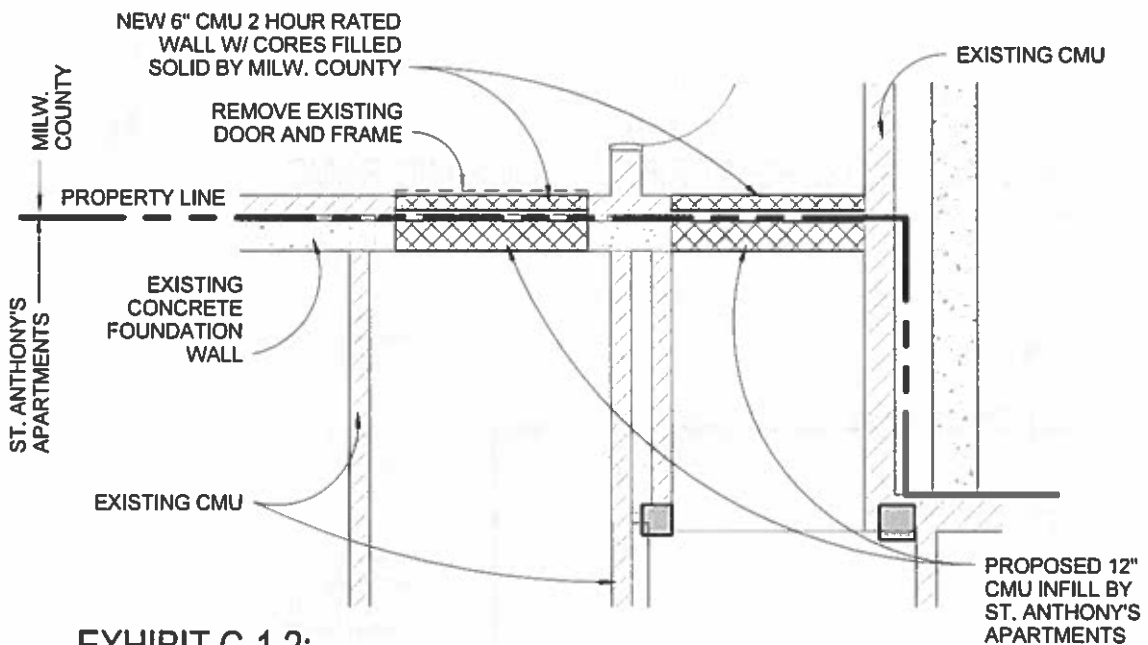


EXHIBIT C-1.2:

C2 FIRE WALL CLOSURE AT EXISTING STAIR AND RAMP

SCALE: 1/4" = 1'-0"

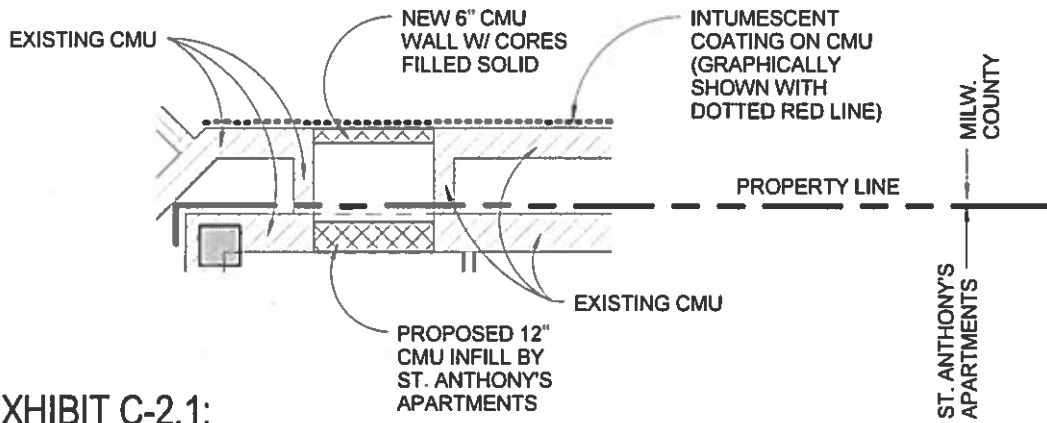


EXHIBIT C-2.1:

FIRE WALL CLOSURE AT FIRST FLOOR NORTH RAMP

C3

SCALE: 1/4" = 1'-0"

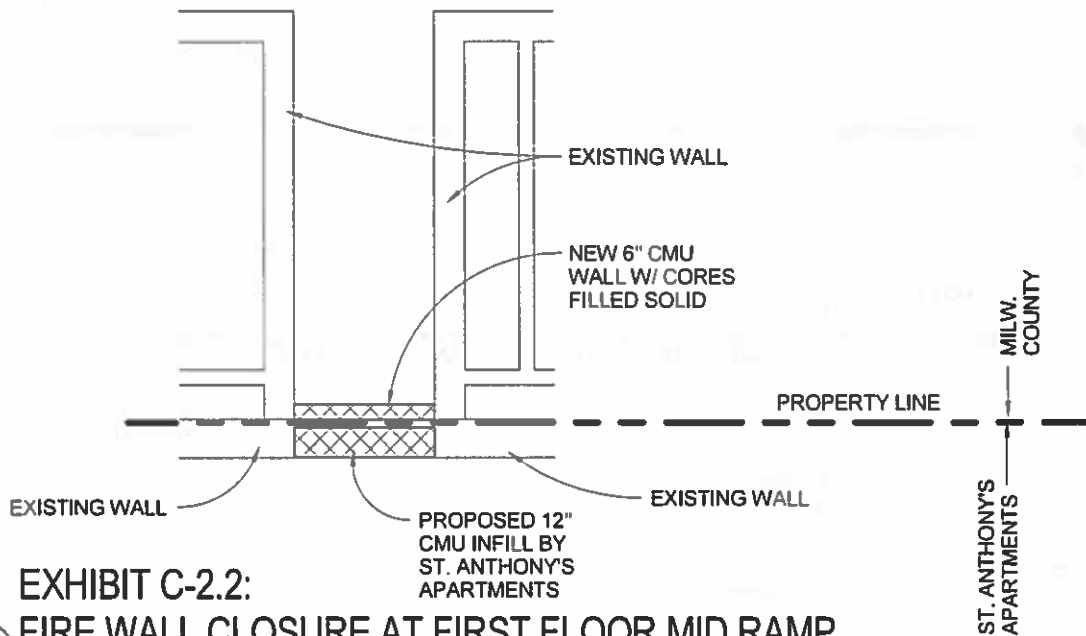


EXHIBIT C-2.2:

FIRE WALL CLOSURE AT FIRST FLOOR MID RAMP

C4

SCALE: 1/4" = 1'-0"

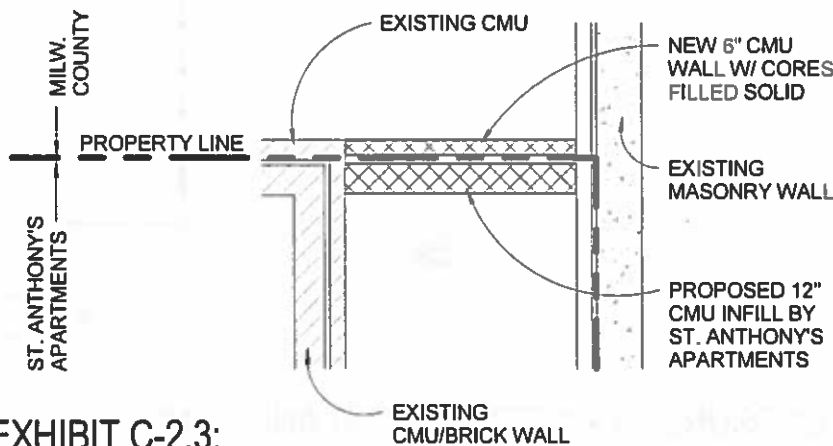


EXHIBIT C-2.3:

FIRE WALL CLOSURE AT FIRST FLOOR SOUTH RAMP

C5

SCALE: 1/4" = 1'-0"



EXHIBIT D

Access Easement Areas

[SEE ATTACHED SHEETS]

EXHIBIT D

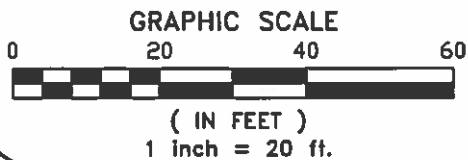
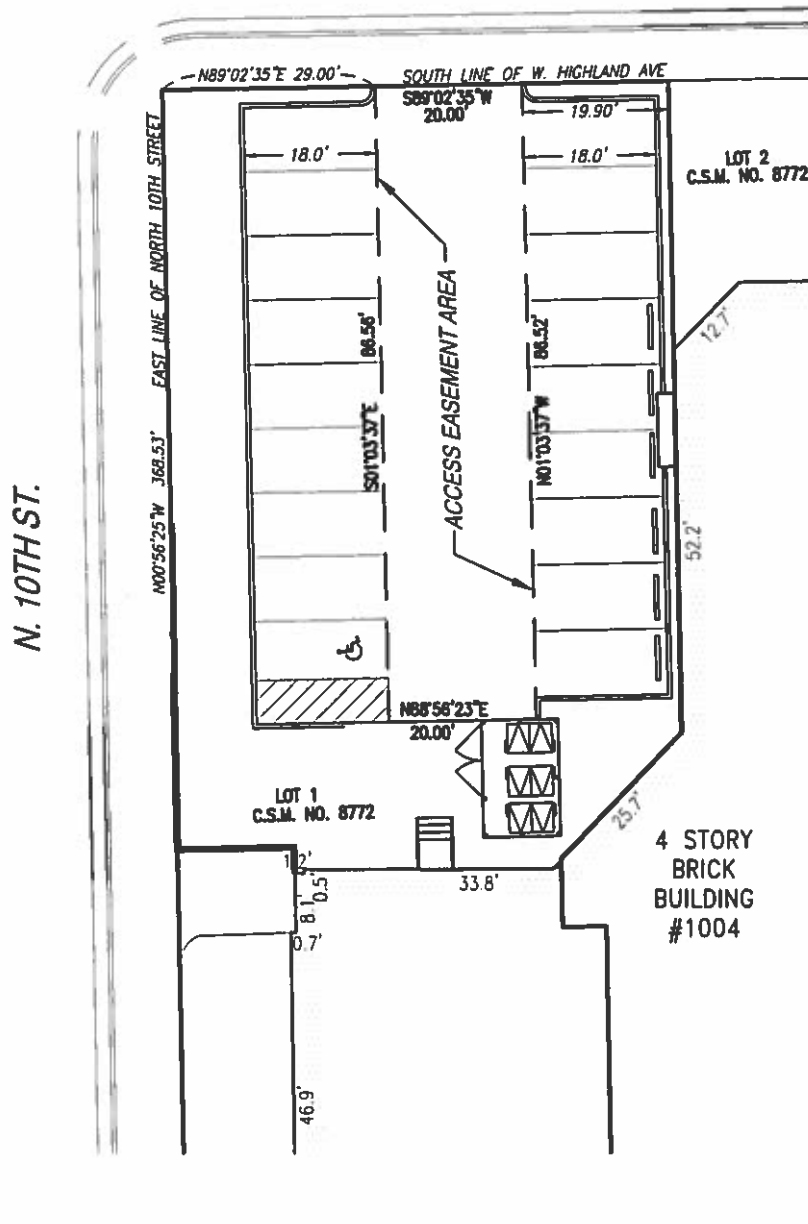
CLIENT

Heartland Housing Inc.

SITE ADDRESS

1004 N. 10th St., City of Milwaukee, Milwaukee County, Wisconsin.

W. HIGHLAND AVE.



CHAPUT LAND SURVEYS LLC

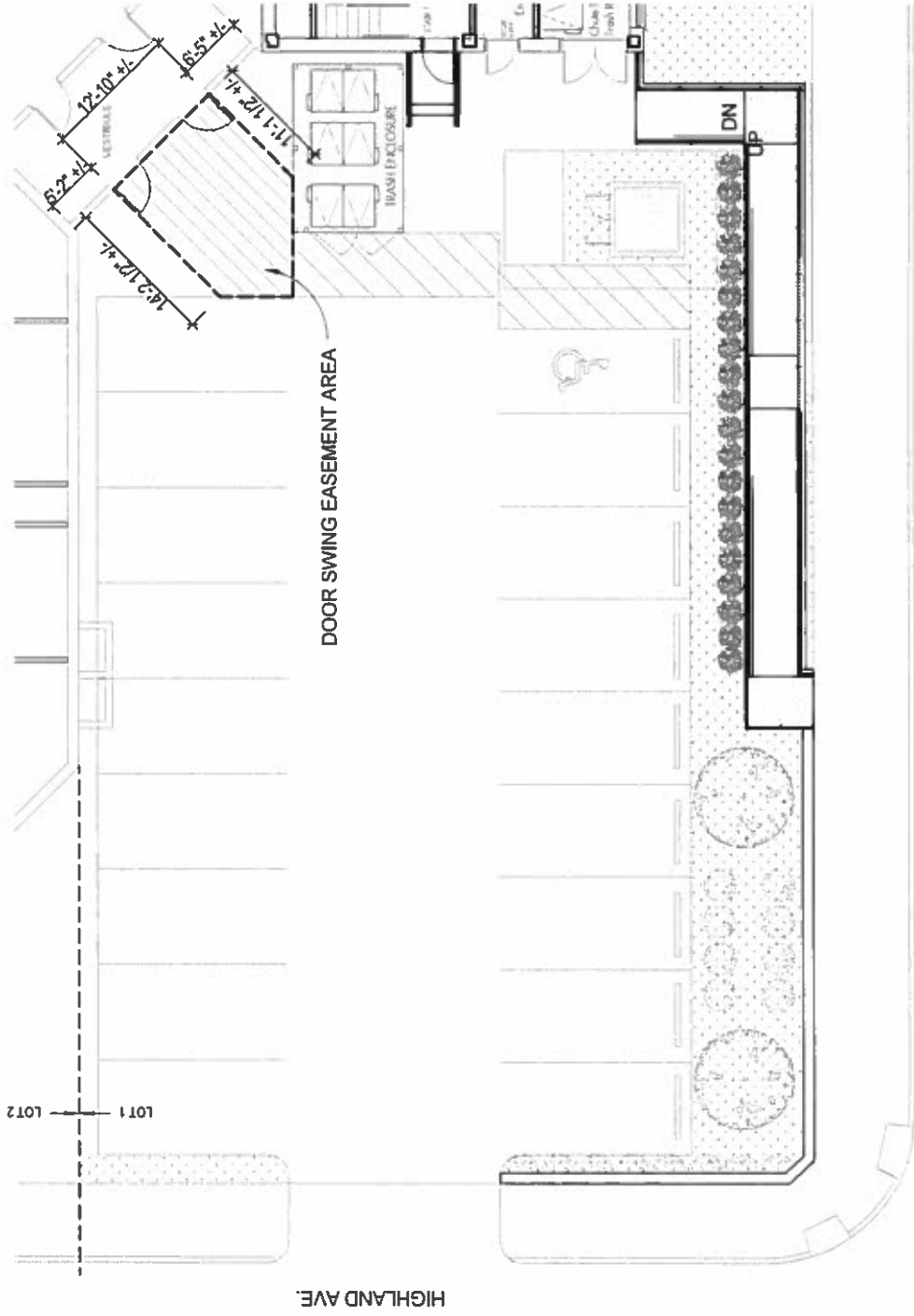
231 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date of Map: Sep 7, 2017.
Drawing No. 2352-dmb/far

EXHIBIT E

Door Swing Easement Area and Door Area

[SEE ATTACHED SHEETS]



E EXHIBIT E - DOOR SWING EASEMENT
SCALE: 3/32" = 1'-0"

N. 10TH STREET

EXHIBIT E - Proposed Door Swing Easement

St. Anthony's Apartments of 1004 N. 10th Street, Milwaukee, Wisconsin
SCALE: 3/32" = 1'-0"
January 8, 2017
Engberg Anderson Project No. 142374.00

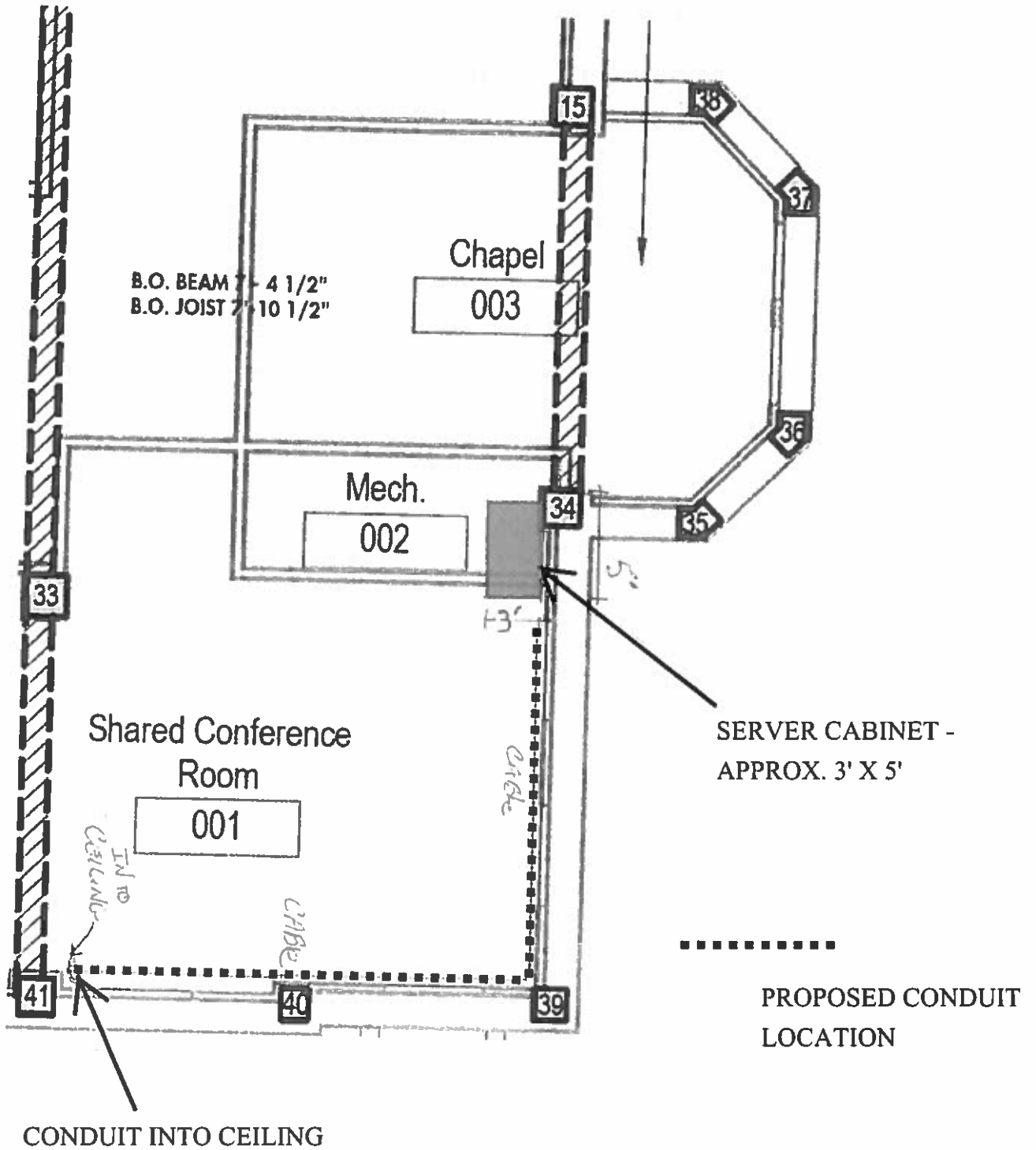


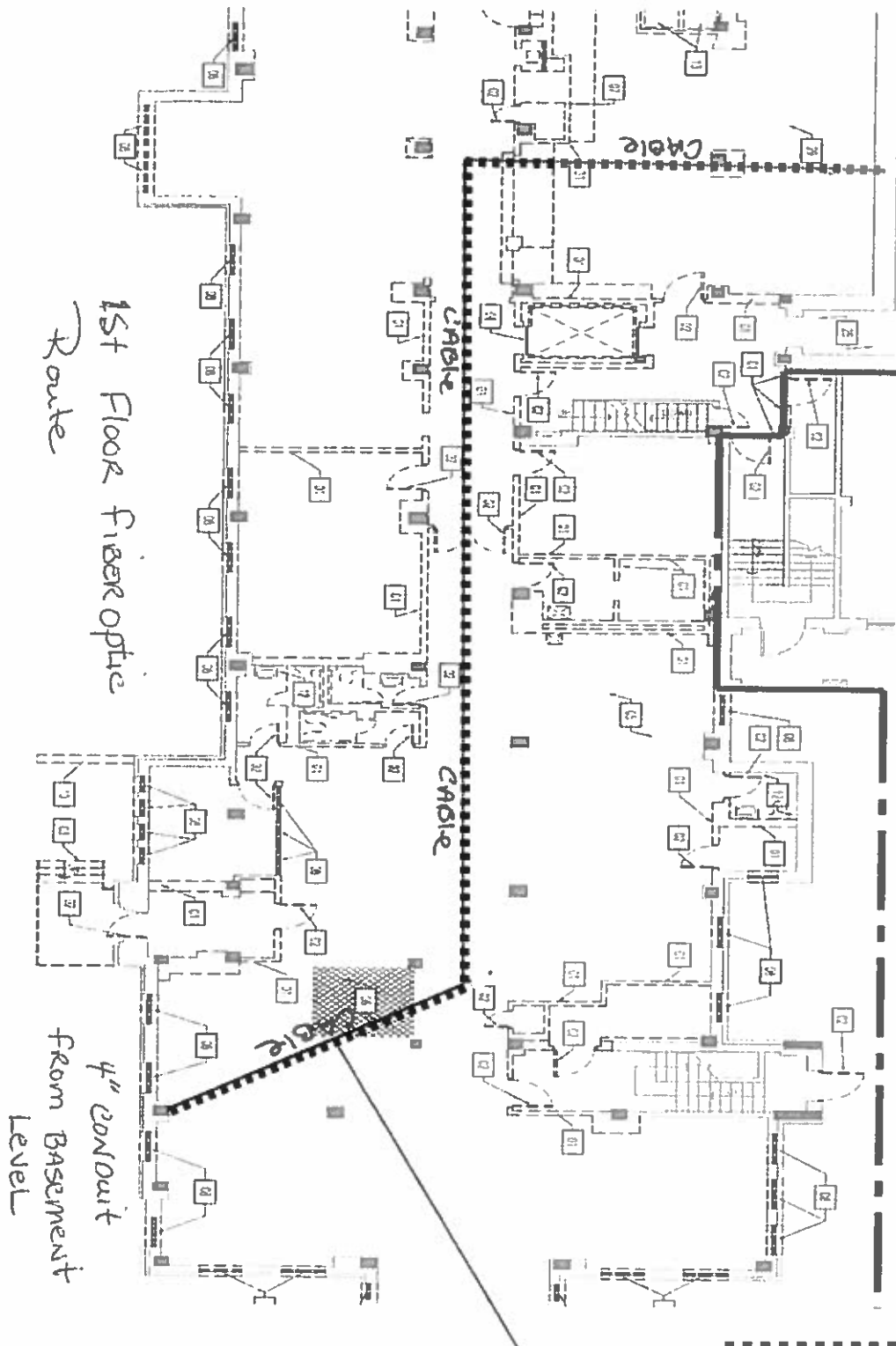
EXHIBIT F

Location of Server Cabinet and Conduit

[SEE ATTACHED SHEET]

Basement Level





Exit to COORNER

1st Floor Fiber Optic Route

4" Conduit from Basement Level

Fiber Optic Cable

PROPOSED LOCATION OF CONDUIT

EXHIBIT G

Area Well Easement Area

[SEE ATTACHED SHEET]



EASEMENT EXHIBIT G

CLIENT

Heartland Housing Inc.

SITE ADDRESS

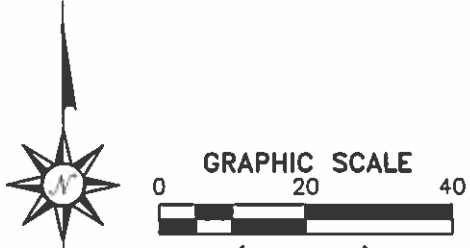
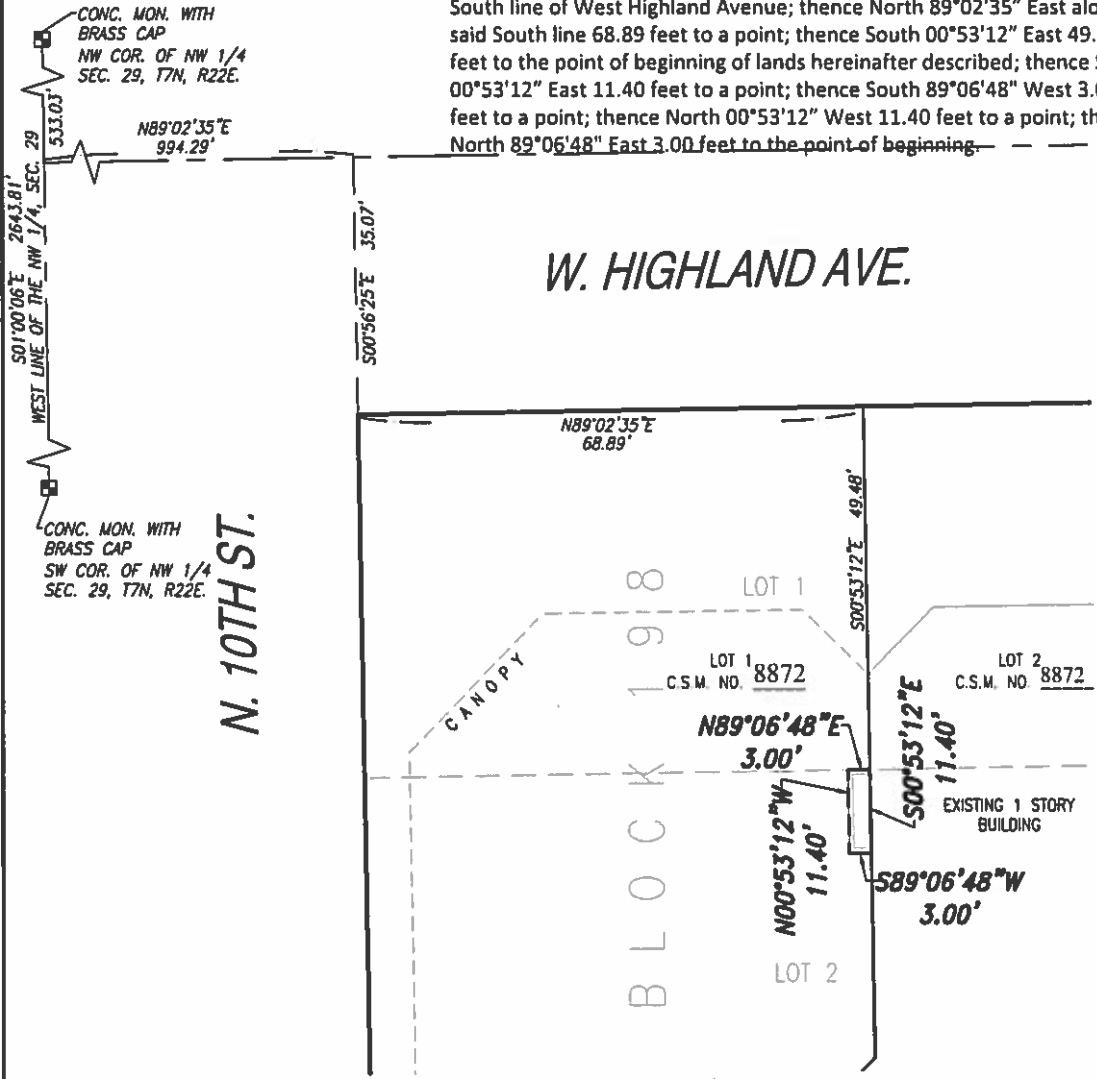
1004 North 10th St., Milwaukee, Wisconsin.

LAND AREA

The Land Area of the subject property is 34.21 square feet or 0.0008 acres.

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map No. 8872, recorded by the Milwaukee County Register of Deeds on December 5, 2016 as Document No. 10628846, being a part of Lots 1, 2, 3, 4, 14, 15 and 16, and part of Lots 5, 6, 7, 8, 12 and 13 in Block 198 of Survey and Subdivision into City Lots of the North 30 Acres of the Northwest 1/4 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin and, bounded and described as follows: Commencing at the Northwest corner of the Northwest 1/4 of Section 29; thence South 01°00'06" East along the West line of said Section 533.03 feet to the center line of West Highland Avenue; thence North 89°02'35" East 994.29 feet to a point; thence South 00°56'25" East 35.07 feet to the South line of West Highland Avenue; thence North 89°02'35" East along said South line 68.89 feet to a point; thence South 00°53'12" East 49.48 feet to the point of beginning of lands hereinafter described; thence South 00°53'12" East 11.40 feet to a point; thence South 89°06'48" West 3.00 feet to a point; thence North 00°53'12" West 11.40 feet to a point; thence North 89°06'48" East 3.00 feet to the point of beginning.



CHAPUT LAND SURVEYS LLC
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Date: October 25, 2016
Drawing No. 2352-dmb