

City of Wauwatosa
7725 West North Avenue
Wauwatosa, WI 53213

June 5, 2025

3LP Wauwatosa LLC
504 W Juneau Avenue
Milwaukee, WI 53203

Dear Mr. Burow,

The City of Wauwatosa appreciates your commitment to enhancing the public space adjacent to your development at 7474 Harwood Street. As a condition of completing our site plan approval and in order to ensure the expanded park space is available to the public as was labeled at the time of your design review board approval, we are happy to provide this letter to confirm your agreement to the following commitments:

1. Construction of Park Amenities

You agree to construct the following Park Amenities as part of your project in a good and workmanlike manner, following the plans and specifications approved by City on June 4, 2025:

- A bike rack meeting City specifications
- A step-like area with integrated seating.
- Retaining walls.
- Various landscaping elements.
- A pergola, which will overlap/encroach onto City property.
- Pervious surfaces and paved seating areas.

Additionally, you will coordinate with the City and provide limited construction easements if necessary for:

- Installing irrigation facilities for landscaping on the to-be City-owned portions of the park, fed from the City water irrigation system.
- Installing and connecting proposed lighting into existing City electrical facilities so that all park lighting will be connected to the City's electrical system, except for the pergola lighting, which will remain owned and maintained by you.

Any modifications to the approved plans due to unknown site conditions must be approved by the City before implementation. Construction inspection by City staff will be required for all Park Amenities, in accordance with City public infrastructure project standards.

2. Dedication and Parcel Adjustment

Upon completion of the Park Amenities:

- You will dedicate the constructed Park Amenities and adjacent land to the City for park purposes as generally depicted in Exhibit A
- Parcel lines will be adjusted to reflect the dedication, including the allowable encroachment of the pergola and support structure onto City property.
- An exhibit depicting the dedication area, including approximately 4,250 sq. ft. to be transferred to the City and 430 sq. ft. to you is attached Exhibit A
- Parcel lines will be surveyed by you and reviewed by the City upon completion of the project to define the dedication and parcel boundaries based on their as-built condition.
- Any privately owned utility services constructed within the complementary park and used solely for the Project will remain owned and maintained by you. Easement documentation benefiting you will be recorded simultaneously with the land dedication to the City.

3. Warranty and Maintenance

- You will assign any applicable manufacturer and/or contractor warranties for the constructed Park Amenities to the City.
- After the expiration of warranty protections, the City will assume responsibility for the maintenance, upkeep, and replacement of the Park Amenities.
- You will submit product cut sheets, shop drawings, and/or as-builts for all amenities and/or structural elements placed on property to be transferred to the City.
- Notwithstanding the foregoing, with respect to the planter beds, retaining walls, flatwork, and landscaping depicted on Exhibit B:
 1. You shall be responsible for any future repairs and/or replacements (including, without limitation, any design related thereto) to the portion of the shared planter beds and retaining walls highlighted in blue on Exhibit B (the “Connected Walls and Planters”) necessary to maintain the Connected Walls and Planters in good operating condition; provided, however, that, notwithstanding the foregoing, the City shall be responsible for any repairs and/or replacements necessitated by or resulting from the actions of the City or any of its agents or invitees.
 2. The City shall be responsible for any future repairs, replacements, and/or maintenance (including, without limitation, any design related thereto) of the flatwork and landscaping highlighted in green on Exhibit B (the “Plaza Flatwork and Landscaping”) necessary to maintain the Plaza Flatwork and Landscaping in good operating condition.
 3. The foregoing terms will be incorporated into the applicable encroachment documents recorded simultaneously with the dedication of the Park Amenities to the City.

4. Encroachment Agreement

In consideration of maintaining the pergola and Connected Walls and Planters as an encroachment on City property, you agree to:

- Execute an encroachment agreement to be recorded against your property.

- Provide proof of insurance naming the City as an additional insured, to be renewed annually as long as the pergola and Connected Walls and Planters remain an encroachment on City property.
- Maintain the pergola and Connected Walls and Planters to commercially reasonable standards and ensure it does not present safety concerns as reasonably determined by the City.

5. Acceptance by Common Council

As a condition of issuance of a Final Certificate of Occupancy, you will offer the dedication of the property to the City upon completion of the Project and confirmation that all conditions, specifications, and quality standards have been met. This dedication will be contingent upon Common Council approval.

Please sign below to acknowledge that 3LP Wauwatosa LLC agrees to perform these commitments as described above.

Sincerely,
David Simpson
Public Works Director
City of Wauwatosa

Acknowledgment and Agreement

3LP Wauwatosa LLC agrees to the commitments outlined in this letter.

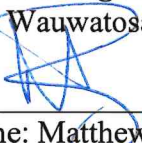
By: 
Name: Matthew Burow
Title: Manager
Date: June 5, 2025

Exhibit A
Transferred Property

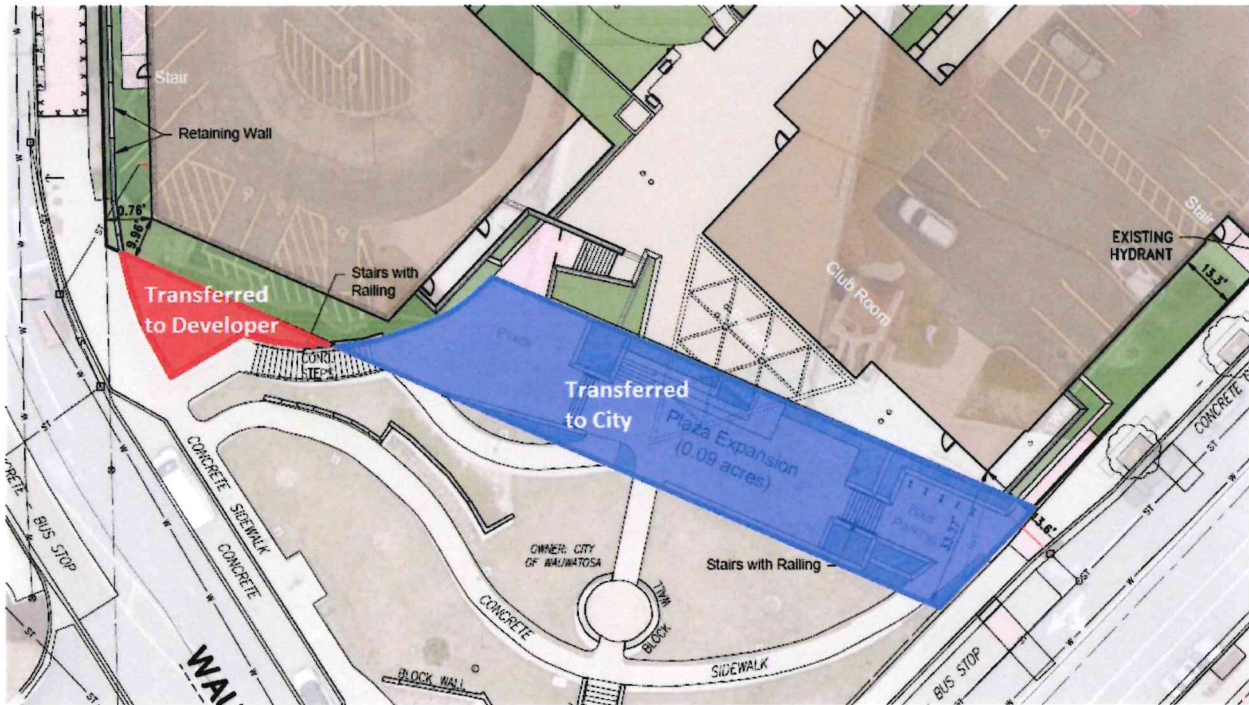


Exhibit B

Shared Planter Beds and Retaining Walls

