



DOC.# 09208873

REGISTER'S OFFICE / SS
Milwaukee County, WI

RECORDED 03/29/2006 09:18AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 99.00

CONSERVATION EASEMENT
Lakeshore State Park

Document Number

Document Title

15

THIS INDENTURE, Made as of the 1st day of February, 2005, by and among the CITY OF MILWAUKEE, WISCONSIN, acting by and through its BOARD OF HARBOR COMMISSIONERS, ("GRANTOR"), the STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ("GRANTEE") and MILWAUKEE WORLD FESTIVAL, INC. ("FESTIVAL").

WITNESSETH

WHEREAS, GRANTOR, holds title to certain real estate, legally described and depicted as Parcels 1 through Parcel 5 on EXHIBIT "A", which is located on the shore of Lake Michigan in the City of Milwaukee and which includes portions of real property commonly known as the Henry Maier Festival Grounds, portions of the real property commonly known as the South Urban Park as well as adjacent areas of the bed of Lake Michigan (collectively, the "Property"); and

WHEREAS, GRANTEE has announced the creation of a new Wisconsin State Park to be known as Lakeshore State Park (the "State Park") which is to be constructed pursuant to the terms of the Lakeshore State Park Master Plan approved by the Natural Resources Board on October 24, 2000, as amended from time to time, (the "Master Plan"); and

WHEREAS, The Property includes portions of the Henry Maier Festival Grounds which have been leased by GRANTOR to FESTIVAL pursuant to the terms of a Lease Agreement effective as of January 1, 2001, as amended from time to time (the "Lease"); and

WHEREAS, GRANTOR and GRANTEE have entered into a Cooperation and Development Agreement - Lakeshore State Park Project, dated as of February 1, 2005, (the "Cooperation Agreement") providing for the construction, operation, and maintenance of the State Park by GRANTEE with the cooperation and assistance of GRANTOR and FESTIVAL, pursuant to the terms of this Agreement; and

WHEREAS, GRANTOR desires to convey to GRANTEE a non-exclusive limited fee interest, in the nature of a Conservation Easement, in and to portions of the Property depicted as Parcels 2 through Parcel 5 on EXHIBIT "A"; and

WHEREAS, GRANTOR will convey to GRANTEE a fee simple interest, by Quit Claim Deed, in the real property commonly known as Harbor Island and depicted as Parcel 1 on EXHIBIT "A" which, after reconfiguration by GRANTEE, is to comprise the main body of the State Park (the "Island"); and

WHEREAS, The Property and the Island collectively will become the State Park, a Wisconsin State Trail, and related lakewalk and access areas; and

WHEREAS, The purpose of this Conservation Easement is to provide for:

1. The inclusion of the Property within the bounds of the State Park.
2. The construction, operation and maintenance of the State Park, a Wisconsin State Trail and a lakewalk, as well as permanent pedestrian ingress and egress, upon the terms and conditions set forth herein, for utilization of the general public in conjunction with the operation of the State Park by GRANTEE.

Recording Area

Name and Return Address

WI DNR
c/o Cheryl Housley
PO BOX 7921
Madison, WI 53707

Part of 429-9998 and 395-9999-111-9

Parcel Identification Number (PIN)

3. Limited vehicular ingress and egress to and from the State Park for utilization by GRANTEE for access to the State Park and for maintenance, operation and service vehicles as well as emergency vehicles.
4. The construction, operation, and maintenance of underground utilities required to serve the State Park by GRANTEE.
5. The allocation of responsibility for the construction, operation and maintenance of various improvements on the Property between GRANTEE and FESTIVAL; and
6. The coordination of hours of operation, utilization of portions of the Property by GRANTOR, GRANTEE and FESTIVAL for their respective operations and overall public access to the Property.

WHEREAS, Legal counsel for GRANTOR, GRANTEE and FESTIVAL have reviewed this Conservation Easement and have determined that the public access provisions set forth therein are consistent with the spirit and requirements of the Wisconsin Public Trust Doctrine.

NOW, THEREFORE, For and in consideration of the recitals set forth above and the mutual grants, covenants and conditions set forth in this Agreement, GRANTOR, GRANTEE and FESTIVAL hereby agree as follows:

I. GRANT OF CONSERVATION EASEMENT

GRANTOR hereby grants to GRANTEE, and FESTIVAL hereby approves, with respect to those portions of the Property which are subject to the Lease, a permanent, non-exclusive Conservation Easement in and to Parcels 2 through 5, upon the terms and conditions set forth below. GRANTOR also hereby grants to FESTIVAL, and GRANTEE hereby approves, a non-exclusive easement for ingress and egress over and through Parcel 4, upon the same terms and conditions set forth below.

II. PURPOSE OF CONSERVATION EASEMENT

WHEREAS, The purpose of this Conservation Easement is to provide for:

1. The inclusion of the Property within the bounds of the State Park.
2. The construction, operation and maintenance of the State Park, a Wisconsin State Trail and a lakewalk, as well as permanent pedestrian ingress and egress, upon the terms and conditions set forth herein, for utilization of the general public in conjunction with the operation of the State Park by GRANTEE.
3. Limited vehicular ingress and egress from the State Park for utilization by GRANTEE for access to the State Park and for maintenance, operation and service vehicles as well as emergency vehicles.
4. The construction, operation, and maintenance of underground utilities required to serve the State Park by GRANTEE.
5. The allocation of responsibility for the construction, operation and maintenance of various improvements on the Property among GRANTOR, GRANTEE and FESTIVAL; and
6. The coordination of hours of operation and utilization of portions of the Property by GRANTOR, GRANTEE and FESTIVAL for their respective operations and to provide for overall public access to the Property. FESTIVAL's utilization of the Property shall include access for activities which do not unduly restrict or impede public access including, but not by way of limitation, pickup and drop-off of vehicles for valet parking and access for commercial vehicles for the staging of events on the Henry Maier Festival Grounds, installing bleachers or viewing areas along a portion (but not the entirety) of the dockwall and other reasonable festival activities or operations.

III. PUBLIC ACCESS

The parties acknowledge that the provision of public access to the State Park and the shores of Lake Michigan is one of the primary purposes of this Conservation Easement.

All portions of the Property which are not subject to the Lease shall be open to public access at all times.

Public access to those portions of the Property which are subject to the Lease shall be governed by the terms of the Lease, in particular paragraph 10, and by such other terms, provisions and regulations as may be approved by GRANTEE and FESTIVAL, in writing, from time to time. EXHIBIT "B" sets forth the current understanding of GRANTEE and FESTIVAL with respect to such public access.

IV. MAINTENANCE

A. Areas subject to the Lease

Pursuant to the terms of paragraph 14 of the Lease, FESTIVAL is responsible for all maintenance and housekeeping on the real property subject to the Lease. Said maintenance responsibility includes all dockwalls located on the real property subject to the Lease, together with their support and anchoring systems, (exclusive of repairs made necessary by catastrophic dockwall failure unless such failure is caused by FESTIVAL).

The parties acknowledge that GRANTEE and FESTIVAL will allocate maintenance and housekeeping responsibility for those areas of the Property which are subject to the Lease among themselves and coordinate maintenance and housekeeping activities as may be approved by GRANTEE and FESTIVAL, in writing, from time to time. EXHIBIT "C" sets forth the current undertaking of GRANTEE and FESTIVAL with respect to such maintenance responsibility.

Maintenance and housekeeping responsibilities for those portions of the Property which are subject to the Lease may be changed in the manner agreed upon by GRANTEE and FESTIVAL, in writing, from time to time.

B. Areas Not Subject to the Lease

GRANTEE shall be responsible for and shall bear the entire cost of all maintenance for those portions of the Property which are not subject to the Lease. This maintenance responsibility includes, without limitation, all dockwalls located on those portions of the Property which are not subject to the Lease, together with their support and anchoring systems which are located on or provide support for the Property.

V. IMPROVEMENTS

A. GRANTEE shall have the right to:

1. Make such improvements and installations, exclusive of the placement or erection of new structures, as are necessary, convenient, and incidental for enjoyment and use of the rights and privileges granted by this Conservation Easement; provided, however, that all such improvements and installations shall be consistent with the terms of the Master Plan and any amendments thereto from time to time and further provided that the design, construction and location of such improvements and installations shall also be consistent with the terms of the Millennium Momentum Master Plan and Design Guidelines attached to the Lease as EXHIBIT "G". It is the intent of the parties to this Agreement that the design construction and location of all improvements undertaken by GRANTEE shall be generally consistent with the design and construction of improvements undertaken by FESTIVAL on the real property subject to the

Lease. In the event that GRANTEE desires to undertake improvements and installations which are not consistent with the terms of the Master Plan, as amended from time to time and the Millennium Momentum Plan, then such improvements and installations shall be subject to the written approval of FESTIVAL and GRANTOR, which shall not be unreasonably conditioned or withheld.

2. Landscape the Property as necessary, convenient and incidental for the enjoyment and use of the rights and privileges granted by this Conservation Easement; provided, however, that all such landscaping shall be consistent with the terms of the Master Plan, as amended from time to time and further provided that all landscaping shall be consistent with the terms of the Millennium Momentum Master Plan and Design Guidelines attached to the Lease as EXHIBIT "G". It is the intent of the parties to this Agreement that the design and installation of all landscaping undertaken by GRANTEE shall be generally consistent with the design and installation of landscaping undertaken by FESTIVAL on the real property subject to the Lease. In the event that GRANTEE desires to undertake landscaping which is not consistent with the terms of the Master Plan, as amended from time to time and the Millennium Momentum Plan, then such landscaping shall be subject to the written approval of FESTIVAL and GRANTOR, which shall not be unreasonably conditioned or withheld.
3. FESTIVAL shall design and construct the improvements described on EXHIBIT "D" at the expense of GRANTEE. Upon completion of such improvements, FESTIVAL shall submit an invoice to GRANTEE setting forth the costs incurred for such design and installation and GRANTEE shall reimburse FESTIVAL for such costs within 60 days.

VI. UTILITIES

- A. Water and Sewer. All construction, maintenance, replacement and repair of water and sewer lines required to serve the State Park or through the real property subject to the Lease shall be undertaken by GRANTEE at its own expense.
- B. Other Utility Services. All other utility services required to serve the State Park shall be provided and paid for in full by GRANTEE. GRANTOR and FESTIVAL agree to grant and approve all reasonable and necessary utility easements to accommodate such utility services.

VII. EASEMENTS

GRANTEE'S use of the Property is subject to all existing easements and restrictions of record, including the Lease. GRANTOR reserves the right to reasonably modify any existing easement applicable to the Property and to create new easements applicable to the Property; provided that no such modification or creation of easements shall materially interfere with: (i) GRANTEE's use and enjoyment of the Property for State Park or Wisconsin State Trail purposes; or (ii) FESTIVAL's use and enjoyment of the real property subject to the Lease for the purposes set forth therein.

VIII. STATUS OF PROPERTY

GRANTEE expressly declares that it has satisfied itself that the Property is usable for State Park and Wisconsin State Trail purposes without any further action by GRANTOR. GRANTEE acknowledges that substantially all of the Property was ceded to GRANTOR by the State of Wisconsin and that as a part of such ceding to GRANTOR, conditions have been imposed by the State upon GRANTOR through legislative acts which are a matter of record. GRANTEE further acknowledges that in addition to conditions imposed by the State of Wisconsin there are certain conditions imposed by the United States government and the Lease and that this Agreement is expressly subject to all such conditions.

IX. VESSEL BERTHING

The parties acknowledge that, pursuant to paragraph 20 of the Lease, GRANTOR has granted preferential, non-exclusive berthing rights to FESTIVAL at all dockwalls on the real property subject to the Lease.

Subject to the rights of FESTIVAL hereunder and under the Lease and further subject to the approval of GRANTOR's Port Director, GRANTEE shall have non-exclusive berthing rights at all dock walls on the Property. Vessel berthing adjacent to rubble pile dock walls is prohibited. In authorizing vessel berthing adjacent to the Property, GRANTOR shall use its best efforts to provide that vessels berthed at dockwalls will not interfere with: (i) GRANTEE's rights or activities under this Agreement; provided, however, that GRANTEE shall be required to provide access to the side of vessels berthed adjacent to the Property, which access shall, as determined by GRANTOR's Port Director be sufficient to accommodate ingress and egress for passengers and their accountments and to permit the provision of ship's services; or (ii) FESTIVAL's rights or activities under the Lease. Nothing in this paragraph shall abridge the right of GRANTOR's Port Director to authorize vessel berthing adjacent to the Property.

X. RESERVED RIGHTS OF GRANTOR

- A. GRANTOR shall have a non-exclusive right to use the Property insofar as such use is consistent with the rights, privileges, restrictions, and covenants contained herein and in the Lease.
- B. GRANTOR shall not, however, sell, give or otherwise convey the Property, except as set forth in C. below, unless such sale, gift or conveyance is expressly subject to the terms of this instrument.
- C. GRANTOR may renew the Lease or enter into a new lease for the Henry Maier Festival Grounds, subject to the rights of GRANTEE pursuant to the terms of this Agreement.

XI. GRANTEE COVENANTS

- A. GRANTEE shall not allow the State Park to be used by others for any festival or event which directly competes with FESTIVAL's business on the real property subject to the Lease, i.e. "Summerfest" or any festival or event, licensed, operated, conducted, managed or promoted by FESTIVAL on the real property subject to the Lease.
- B. The parties acknowledge that FESTIVAL may submit Special Events Recreational Use Application and License forms (Form 2200-127) to GRANTEE from time to time seeking approval for FESTIVAL sponsored events on the Island. GRANTEE covenants and agrees to expeditiously consider all such applications.

XII. DEFAULT

- A. The occurrence of one or more of the following shall be considered events of default under the terms of this Agreement:
 - 1. Should GRANTEE abandon the Property for a period of thirty (30) days; or
 - 2. Should GRANTEE cease to use the Property as a State Park or a Wisconsin State Trail or use the Property for a purpose not permitted by this Agreement; or
 - 3. Should GRANTEE default in any of the other covenants or agreements contained in this Agreement to be kept, observed and performed by GRANTEE, provided that if default shall be made in any such covenants, agreements, conditions or undertakings to be observed and performed by GRANTEE, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to GRANTEE, and if GRANTEE,

prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default in not more than ninety (90) days, then GRANTOR shall not have the right to declare the term of this Agreement as ended. The curing of any default in such manner shall not be construed to limit or restrict GRANTOR's rights and remedies hereunder for any other default not so cured, and should such default continue for thirty (30) days after notice thereof in writing to GRANTEE; or

- B. Upon the occurrence of any one or more of such events of default, it shall be lawful for GRANTOR, at its election, to declare this Agreement ended, to recover possession of the Property, to record a termination of this Agreement, and with process of law to reenter and to expel, and remove GRANTEE and all agents, employees and representatives of GRANTEE engaged in operating the Property or occupying the Property.

XIII. TIME OF THE ESSENCE

It is expressly understood and agreed by the parties hereto that time is of the essence for each term and provision of this Agreement.

XIV. APPROVALS AND CONSENTS

Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent shall not be unreasonably withheld, conditioned or delayed and any such discretion shall be exercised in good faith and in a reasonable manner. Whenever in this Agreement the consent or approval of the GRANTOR is required or the discretion of the GRANTOR may be exercised, the Board of Harbor Commissioners of GRANTOR shall have the authority to provide such consent or approval or to exercise such discretion.

XV. WAIVER

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by another party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

XVI. AMENDMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

XVII. GOVERNING LAW

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement or any Exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement and Exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

XVIII. NOTICE

In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to GRANTOR, then it shall be addressed as follows:

Port of Milwaukee
2323 South Lincoln Memorial Drive
Milwaukee, WI 53207
Attention: Municipal Port Director

With a copy to:

Office of the City Attorney
City of Milwaukee
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

If it is to be sent to FESTIVAL it shall be addressed as follows:

Milwaukee World Festival, Inc.
200 North Harbor Drive
Milwaukee, WI 53202

Attn: Chief Executive Officer

With a copy to:

Michael J. Kelly
Park Bank, Suite 150
330 East Kilbourn Avenue
Milwaukee, WI 53202

If it is to be sent to GRANTEE it shall be addressed as follows:

State of Wisconsin Department of Natural Resources
Southeast Region Headquarters
2300 North Dr. Martin Luther King, Jr. Drive
PO Box 12436
Milwaukee, WI 53212

Attn: Southeast Region Director

XIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The term "GRANTOR" whenever used herein shall include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority as the context may require.

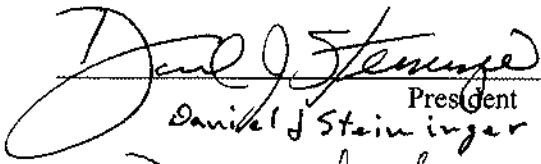
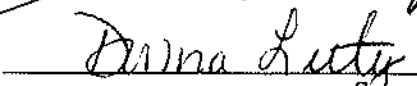
XX. SUBSTITUTION OF LEGAL DESCRIPTIONS

The parties acknowledge that legal descriptions for Parcels 1 through 5 comprising the Property are attached as Exhibit "A" to this Conservation Easement. At such time as the Project contemplated by this Cooperation Agreement has been substantially completed, GRANTEE shall cause a survey of the Project to be completed to reflect the final location of all improvements constructed as part of the Project on the Property. Upon completion of such survey, the parties shall meet and confer and prepare any necessary amendments to the legal descriptions for Parcels 1 through 5 to be substituted as final exhibits to this Conservation Easement.


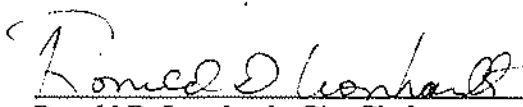
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed hereto on the day, month and year first above written.

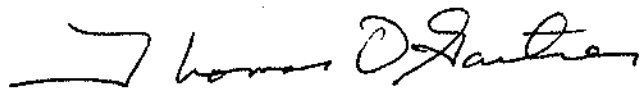
BOARD OF HARBOR COMMISSIONERS


President
Daniel J. Steininger

Secretary
Donna Luty

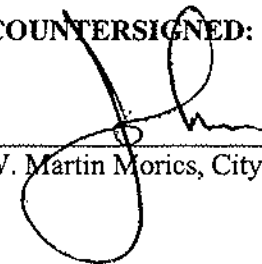
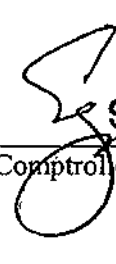
CITY OF MILWAUKEE,
a Wisconsin municipal corporation


Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

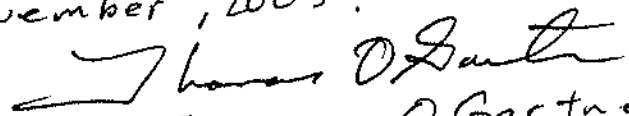
Signatures of Daniel J.
Steininger and Donna
Luty, President and
Secretary of the Board of
Harbor Commissioners of
the City of Milwaukee
authenticated as of
the 1st day of March, 2005.


Thomas O. Gartner
Asst. City Attorney
State Bar No: 01003072

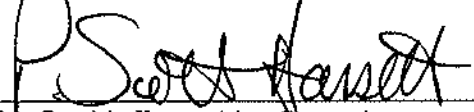
COUNTERSIGNED:


for W. Martin Morics, City Comptroller
 SPECIAL DEPUTY
Ch

approved as to form, execution
and content as of the 10th day
of November, 2005.


Thomas O. Gartner
Asst City Atty

STATE OF WISCONSIN



P. Scott Hassett, Secretary
Department of Natural Resources



Gloria McCutcheon, Regional Director
Department of Natural Resources
Southeast Region

MILWAUKEE WORLD FESTIVAL, INC.
a Wisconsin corporation

Howard Schnoll, Chairman

Don Smiley, President and Chief Executive Officer

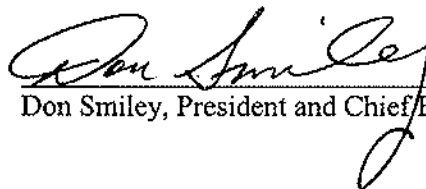
[Conservation Easement Signature Page]

STATE OF WISCONSIN

MILWAUKEE WORLD FESTIVAL, INC.
a Wisconsin corporation



Howard Schnoll, Chairman

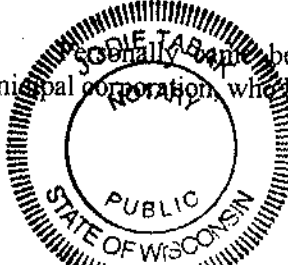


Don Smiley, President and Chief Executive Officer

[Conservation Easement Signature Page]

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 1st day of March, 2005, Tom Barrett, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.



[Signature]

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: Oct 5th, 2008

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of March, 2005, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.



Kathleen H. Mollica

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 2-10-08

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005, _____, President and _____, of the above-named Board of Harbor Commissioners who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of February, 2005, P. Scott Hassett, DNR, Secretary of the above-named State of Wisconsin, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Richard Henning
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: is permanent.

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of February, 2005, Gloria McCutcheon, DNR Southeast Director of the above-named State of Wisconsin, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Richard Henneger
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: is permanent.

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005, Howard Schnoll, Chairman of the above-named Milwaukee World Festival, Inc., a Wisconsin corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005, Don Smiley, President & CEO of the above-named Milwaukee World Festival, Inc., a Wisconsin corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

Approved as to content this _____ day
of _____, 2005.

Thomas O. Gartner
Assistant City Attorney

Approved as to form and execution this
_____ day of _____, 2005.

Thomas O. Gartner
Assistant City Attorney

Prepared by
Thomas O. Gartner, Assistant City Attorney
Milwaukee, Wisconsin

1050-2002-914:89537

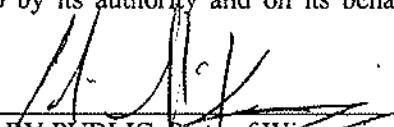
STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005, _____, _____ of the above-named State of Wisconsin, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

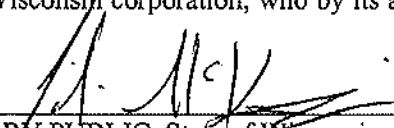
Personally came before me this 10th day of November, 2005, Howard Schnoll, Chairman of the above-named Milwaukee World Festival, Inc., a Wisconsin corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 8/17/08

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 10th day of November, 2005, Don Smiley, President and Chief Executive Officer of the above-named Milwaukee World Festival, Inc., a Wisconsin corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 8/17/08

Approved as to content this _____ day
of _____, 2005.

Thomas O. Gartner
Assistant City Attorney

Approved as to form and execution this _____ day of _____, 2005.

Thomas O. Gartner
Assistant City Attorney

Prepared by
Thomas O. Gartner, Assistant City Attorney
Milwaukee, Wisconsin

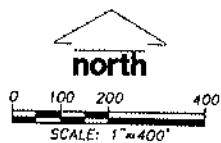
1050-2002-914:89537

EXHIBIT "A"





(EXHIBIT "A" depicts Parcels 1 through 5)

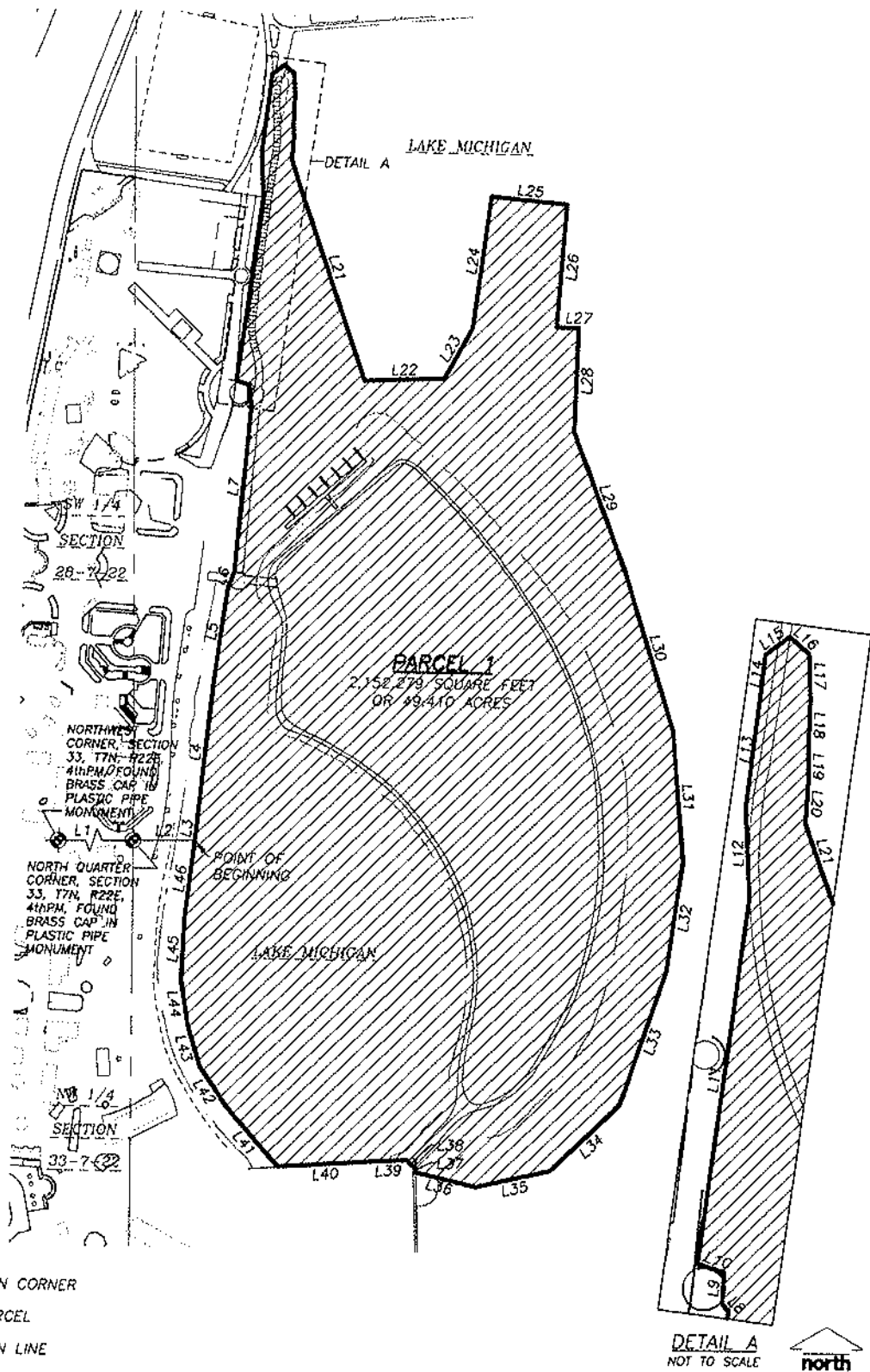
[To be provided by the State of Wisconsin]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°54'38" E	2639.72'
L2	N 88°54'38" E	149.68'
L3	N 06°26'28" E	28.62'
L4	N 05°26'36" E	368.53'
L5	N 07°33'29" E	220.39'
L6	N 19°09'44" E	43.67'
L7	N 04°44'00" E	405.72'
L8	N 46°40'19" W	10.33'
L9	N 02°00'14" E	38.71'
L10	N 73°15'14" W	33.03'
L11	N 07°03'32" E	445.99'
L12	N 03°21'00" W	111.50'
L13	N 06°42'43" E	138.82'
L14	N 05°40'46" E	47.20'
L15	N 52°05'38" E	36.14'
L16	S 49°49'57" E	31.65'
L17	S 02°25'04" E	53.74'
L18	S 01°20'51" W	64.29'
L19	S 01°11'35" E	36.31'
L20	S 02°54'09" W	52.24'
L21	S 19°35'07" E	559.54'
L22	N 87°46'49" E	193.93'
L23	N 28°02'55" E	141.49'
L24	N 06°57'14" E	317.79'
L25	S 84°58'55" E	182.47'
L26	S 03°38'34" W	295.40'
L27	N 90°00'00" E	53.49'
L28	S 01°16'38" W	252.61'
L29	S 20°58'50" E	352.17'
L30	S 17°53'27" E	412.38'
L31	S 05°17'35" E	318.21'
L32	S 07°41'52" W	266.22'
L33	S 18°13'26" W	345.65'
L34	S 49°38'56" W	229.66'
L35	S 76°45'13" W	180.28'
L36	N 77°24'51" W	150.17'
L37	N 02°25'36" W	9.43'
L38	N 47°54'49" W	29.85'
L39	S 86°27'02" W	101.27'
L40	S 85°49'48" W	208.24'
L41	N 42°03'15" W	188.24'
L42	N 34°32'23" W	120.07'
L43	N 17°22'52" W	101.99'
L44	N 09°09'29" W	111.58'
L45	N 01°50'48" E	146.95'
L46	N 06°26'26" E	193.43'



LEGEND

-  PLSS SECTION CORNER
-  SUBJECT PARCEL
-  PLSS SECTION LINE
-  EDGE OF WATER



PARCEL 1 - LAKESHORE STATE PARK MILWAUKEE, WISCONSIN

DRAWN BY: KAW
REVISED BY: CAS

CHECKED BY: SO

PROJECT NO: 031231-01

DATE: 10-22-2003
REV: 09-07-2004

EXHIBIT NO: 1

JSD

Jenkins Survey & Design, Inc.
161 HORIZON DRIVE, SUITE 101
VEDENA, INDIANA 46065

JJR

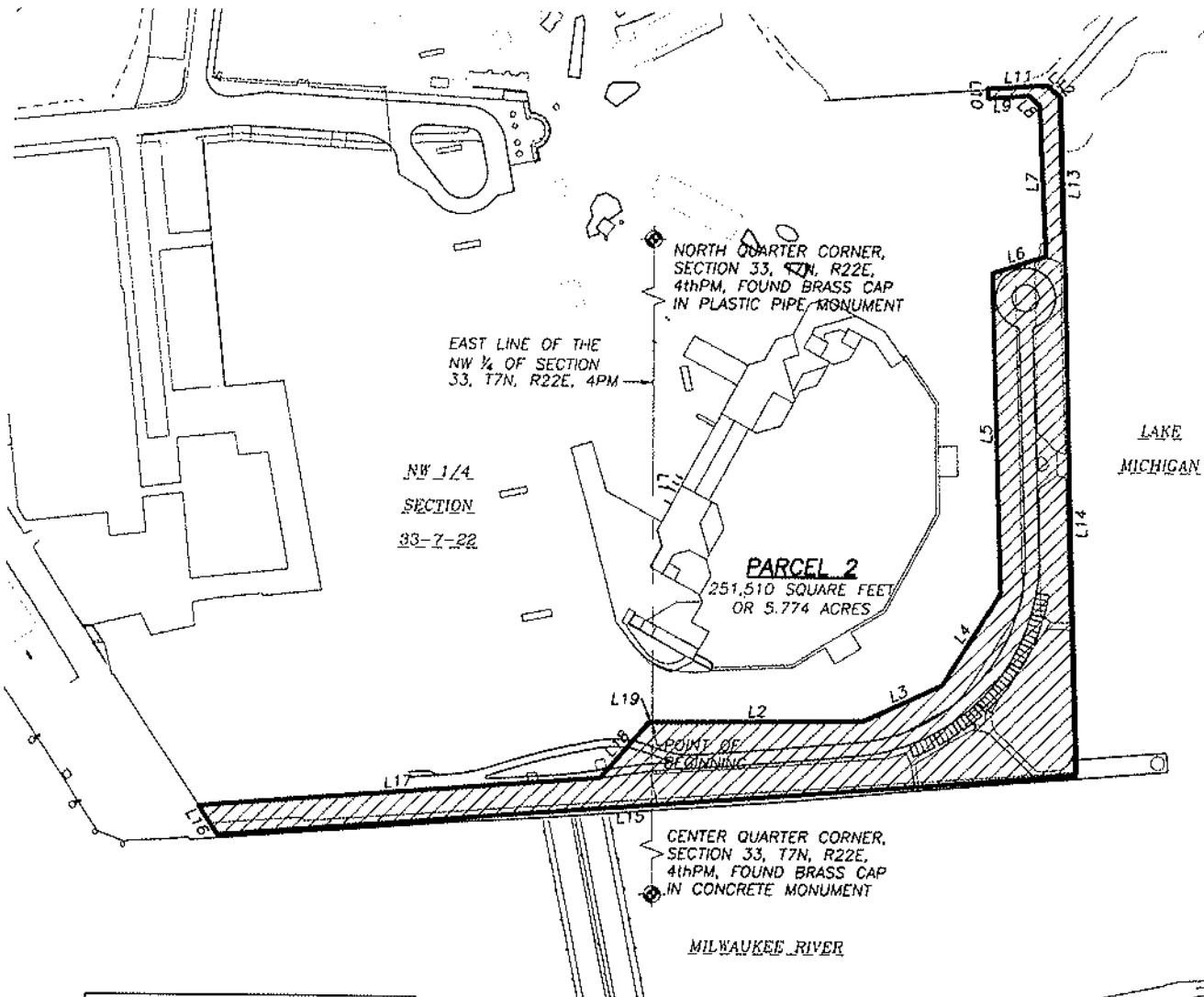
625 Williamson Street
Madison, Wisconsin 53703

LEGAL DESCRIPTION
PARCEL 1 - LAKESHORE STATE PARK

A parcel of land, partly submerged by water, being part of that parcel of land described in Chapter 151, Laws of Wisconsin, approved by Legislature on June 5, 1929 and published on June 7, 1929, located in Milwaukee Bay, in Lake Michigan, City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Section Thirty-three (33), Town Seven North (T7N), Range Twenty-two East (R22E) of the Fourth Principal Meridian (4thPM); thence along the North line of the Northwest Quarter (NW ¼) of said Section Thirty-three (33), N 88°54'38" E, 2639.72 to the North Quarter (N ¼) corner of said Section Thirty-three (33); thence continuing N 88°54'38" E, 149.68 feet to the point of beginning; thence N 06°26'28" E, 28.62 feet; thence N 05°26'36" E, 368.53 feet; thence N 07°33'29" E, 220.39 feet; thence N 19°09'44" E, 43.67 feet; thence N 04°44'00" E, 405.72 feet; thence N 46°40'19" W, 10.33 feet; thence N 02°00'14" E, 38.71 feet; thence N 73°15'14" W, 33.03 feet; thence N 07°03'32" E, 445.99 feet; thence N 03°21'00" W, 111.50 feet; thence N 06°42'43" E, 138.82 feet; thence N 05°40'46" E, 47.20 feet; thence N 52°05'38" E, 36.14 feet; thence S 49°49'57" E, 31.65 feet; thence S 02°25'04" E, 53.74 feet; thence S 01°20'51" W, 64.29 feet; thence S 01°11'35" E, 36.31 feet; thence S 02°54'09" W, 52.24 feet; thence S 19°35'07" E, 559.54 feet; thence N 87°46'49" E, 193.93 feet; thence N 28°02'55" E, 141.49 feet; thence N 06°57'14" E, 317.79 feet; thence S 84°58'55" E, 182.47 feet; thence S 03°38'34" W, 295.40 feet; thence N 90°00'00" E, 53.49 feet; thence S 01°16'38" W, 252.61 feet; thence S 20°58'50" E, 352.17 feet; thence S 17°53'27" E, 412.38 feet; thence S 05°17'35" E, 318.21 feet; thence S 07°41'52" W, 266.22 feet; thence S 18°13'26" W, 345.65 feet; thence S 45°38'56" W, 229.66 feet; thence S 76°45'13" W, 180.28 feet; thence N 77°24'51" W, 150.17 feet; thence N 02°25'36" W, 9.43 feet; thence N 47°54'49" W, 29.85 feet; thence S 86°27'02" W, 101.27 feet; thence S 85°49'48" W, 208.24 feet; thence N 42°03'15" W, 188.24 feet; thence N 34°32'23" W, 120.07 feet; thence N 17°22'52" W, 101.99 feet; thence N 09°09'29" W, 111.58 feet; thence N 01°50'48" E, 146.95 feet; thence N 06°26'28" E, 193.43 feet to the point of beginning.

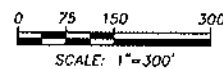
Said parcel contains 2,152,279 square feet, or 49.410 acres.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°33'20" E	1846.19'
L2	N 89°15'37" E	356.83'
L3	N 65°10'06" E	148.81'
L4	N 31°33'00" E	184.84'
L5	N 02°10'55" W	543.78'
L6	N 72°07'01" E	94.54'
L7	N 03°09'24" W	254.29'
L8	N 48°13'48" W	24.84'
L9	S 85°44'06" W	69.09'
L10	N 03°32'58" W	16.53'
L11	N 86°27'02" E	101.27'
L12	S 47°54'49" E	29.85'
L13	S 02°25'36" E	292.16'
L14	S 01°49'28" E	858.93'
L15	S 85°31'52" W	1457.90'
L16	N 33°18'50" W	59.25'
L17	N 85°31'52" E	682.65'
L18	N 40°23'42" E	126.20'
L19	N 89°15'37" E	5.32'

LEGEND

- PLSS SECTION CORNER
- SUBJECT PARCEL
- PLSS SECTION LINE
- EDGE OF WATER



PARCEL 2 - RIVERWALK MILWAUKEE, WISCONSIN

DRAWN BY: KAW
REVISED BY: CAS

CHECKED BY: SO

PROJECT NO: 031231-01

DATE: 10-22-2003
REV: 09-07-2004

EXHIBIT NO: 1

JSD

Jenkins Survey & Design, Inc.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593

JJR

625 Williamson Street
Madison, Wisconsin 53703

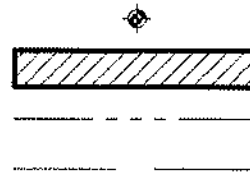
**LEGAL DESCRIPTION
PARCEL 2 - RIVERWALK**

A parcel of land, partly submerged by water, being part of the Northwest Quarter (NW ¼) of Section Thirty-three (33), Town Seven North (T7N), Range Twenty-two East (R22E) of the Fourth Principal Meridian (4th PM), also being part of that parcel of land described in Chapter 151, Laws of Wisconsin, approved by Legislature on June 5, 1929 and published on June 7, 1929, City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the North Quarter (N ¼) corner of said Section Thirty-three (33); thence along the East line of the Northwest Quarter (NW ¼) of said Section Thirty-three (33), S 00°33'20" E, 1846.19 feet to the point of beginning; thence N 89°15'37" E, 356.83 feet; thence N 65°10'06" E, 148.81 feet; thence N 31°33'00" E, 184.84 feet; thence N 02°10'55" W, 543.78 feet; thence N 72°07'01" E, 94.54 feet; thence N 03°09'24" W, 254.29 feet; thence N 48°13'48" W, 24.84 feet; thence S 85°44'06" W, 69.09 feet; thence N 03°32'58" W, 16.53 feet; thence N 86°27'02" E, 101.27 feet; thence S 47°54'49" E, 29.85 feet; thence S 02°25'36" E, 292.16 feet; thence S 01°49'28" E, 858.93 feet; thence S 85°31'52" W, 1457.90 feet; N 33°18'50" W, 59.25 feet; thence N 85°31'52" E, 682.65 feet; thence N 40°23'42" E, 126.20 feet; thence N 89°15'37" E, 5.32 feet to the point of beginning.

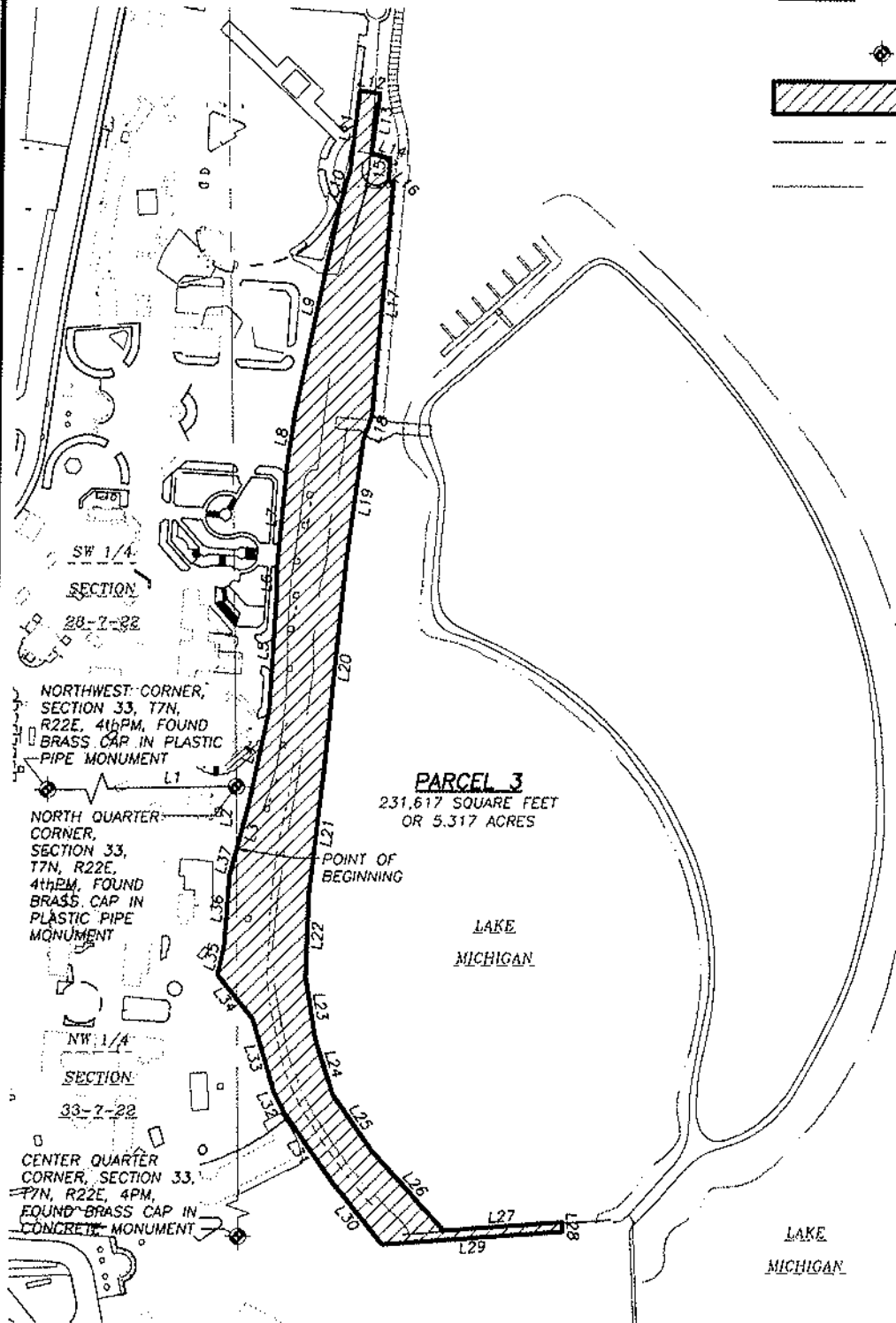
Said parcel contains 251,510 square feet, or 5.774 acres.

LEGEND



PLSS SECTION CORNER
SUBJECT PARCEL
PLSS SECTION LINE
EDGE OF WATER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°53'41" E	2639.72'
L2	S 00°33'20" E	110.67'
L3	N 14°20'00" E	81.24'
L4	N 11°39'25" E	175.13'
L5	N 03°15'58" E	200.70'
L6	N 00°54'27" W	41.88'
L7	N 05°05'12" E	187.59'
L8	N 08°02'21" E	96.63'
L9	N 11°34'19" E	370.43'
L10	N 15°21'42" E	67.94'
L11	N 06°15'22" E	135.44'
L12	S 82°52'25" E	35.61'
L13	S 07°03'32" W	106.27'
L14	S 73°15'14" E	33.03'
L15	S 02°00'14" W	38.71'
L16	S 46°40'19" E	10.33'
L17	S 04°44'00" W	405.72'
L18	S 19°09'44" W	43.67'
L19	S 07°33'29" W	220.39'
L20	S 05°26'36" W	368.53'
L21	S 06°26'28" W	222.05'
L22	S 01°50'48" W	146.95'
L23	S 09°09'29" E	111.58'
L24	S 17°22'52" E	101.99'
L25	S 34°32'23" E	120.07'
L26	S 42°03'15" E	188.24'
L27	N 85°49'48" E	208.24'
L28	S 03°32'58" E	16.53'
L29	S 85°47'53" W	317.13'
L30	N 38°32'29" W	138.43'
L31	N 34°23'11" W	148.15'
L32	N 27°28'55" W	39.62'
L33	N 16°36'31" W	136.81'
L34	N 38°33'28" W	98.02'
L35	N 11°54'55" E	56.96'
L36	N 03°46'12" E	121.02'
L37	N 14°20'00" E	47.71'



PARCEL 3 - SUMMERFEST GROUNDS MILWAUKEE, WISCONSIN

DRAWN BY: KAW
REVISED BY: CAS

CHECKED BY: SO

PROJECT NO: 031231-01

DATE: 10-22-2003
REV: 09-07-2004

EXHIBIT NO: 1

JSD

Jenkins Survey & Design, Inc.
161 HORIZON DRIVE, SUITE 101
MILWAUKEE, WISCONSIN 53215

JJR

625 Williamson Street
Madison, Wisconsin 53703

LEGAL DESCRIPTION
PARCEL 3 - SUMMERFEST GROUNDS

A parcel of land, partly submerged by water, being part of the Northwest Quarter (NW ¼) of Section Thirty-three (33), Town Seven North (T7N), Range Twenty-two East (R22E) of the Fourth Principal Meridian (4th PM), also being part of that parcel of land described in Chapter 151, Laws of Wisconsin, approved by Legislature on June 5, 1929 and published on June 7, 1929, partly located in Milwaukee Bay, in Lake Michigan, all being located in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Section Thirty-three (33); thence along the North line of the Northwest Quarter (NW ¼) of said Section Thirty-three (33), N 88°53'41" E, 2639.72 feet to the North Quarter corner of said Section Thirty-three (33); thence along the East line of said Northwest Quarter (NW ¼) of Section Thirty-three (33), S 00°33'20" E, 110.67 feet to the point of beginning; thence N 14°20'00" E, 81.24 feet; thence N 11°39'25" E, 175.13 feet; thence N 03°15'58" E, 200.70 feet; thence N 00°54'27" W, 41.88 feet; thence N 05°05'12" E, 187.59 feet; thence N 08°02'21" E, 96.63 feet; thence N 11°34'19" E, 370.43 feet; thence N 15°21'42" E, 67.94 feet; thence N 06°15'22" E, 135.44 feet; thence S 82°52'25" E, 35.61 feet; thence S 07°03'32" W, 106.27 feet; thence S 73°15'14" E, 33.03 feet; thence S 02°00'14" W, 38.71 feet; thence S 46°40'19" E, 10.33 feet; thence S 04°44'00" W, 405.72 feet; thence S 19°09'44" W, 43.67 feet; thence S 07°33'29" W, 220.39 feet; thence S 05°26'36" W, 368.53 feet; thence S 06°26'28" W, 222.05 feet; thence S 01°50'48" W, 146.95 feet; thence S 09°09'29" E, 111.58 feet; thence S 17°22'52" E, 101.99 feet; thence S 34°32'23" E, 120.07 feet; thence S 42°03'15" E, 188.24 feet; thence N 85°49'48" E, 208.24 feet; thence S 03°32'58" E, 16.53 feet; thence S 85°47'53" W, 317.13 feet; thence N 38°32'29" W, 138.43 feet; thence N 34°23'11" W, 148.15 feet; thence N 27°28'55" W, 39.82 feet; thence N 16°36'31" W, 136.81 feet; thence N 38°33'28" W, 98.02 feet; thence N 11°54'55" E, 56.96 feet; thence N 03°46'12" E, 121.02 feet; thence N 14°20'00" E, 47.71 feet to the point of beginning.

Said parcel contains 231,617 square feet, or 5.317 acres.

CENTER QUARTER CORNER,
SECTION 28, T7N, R22E, 4th PM,
FOUND CONCRETE MONUMENT
WITH BRASS CAP

EAST LINE OF THE SW 1/4 OF
SECTION 33, T7N, R22E, 4th PM

SOUTH QUARTER CORNER,
SECTION 28, T7N, R22E, 4th PM,
FOUND CONCRETE MONUMENT
WITH BRASS CAP

POINT OF BEGINNING

LEGEND



PLSS SECTION CORNER



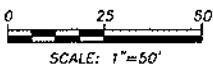
SUBJECT PARCEL



PLSS SECTION LINE



EDGE OF WATER



PARCEL 4

10,127 SQUARE FEET
OR 0.232 ACRES

LAKE
MICHIGAN

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°05'56" W	2175.74'
L2	N 88°54'04" E	294.22'
L3	S 78°20'39" E	32.11'
L4	S 06°56'58" W	36.60'
L5	S 14°10'28" E	153.51'
L6	S 52°05'38" W	34.96'
L7	N 14°10'28" W	167.58'
L8	N 06°56'58" E	39.24'

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA ANGLE	TANGENT	CHORD DIRECTION	CHORD
C1	304.00	112.08	21°07'26"	56.68	S 03°36'45" E	111.45
C2	336.00	123.88	21°07'26"	62.65	N 03°36'45" W	123.18

PARCEL 4 - MICHIGAN AVENUE ACCESS MILWAUKEE, WISCONSIN

DRAWN BY: KAW
REVISED BY: CAS

CHECKED BY: SO

PROJECT NO: 031231-01

DATE: 10-22-2003
REV: 09-07-2004

EXHIBIT NO: 1

JSD

Jenkins Survey & Design, Inc.
161 HORIZON DRIVE, SUITE 101
MILWAUKEE, WISCONSIN 53207

JJR

625 Williamson Street
Madison, Wisconsin 53703

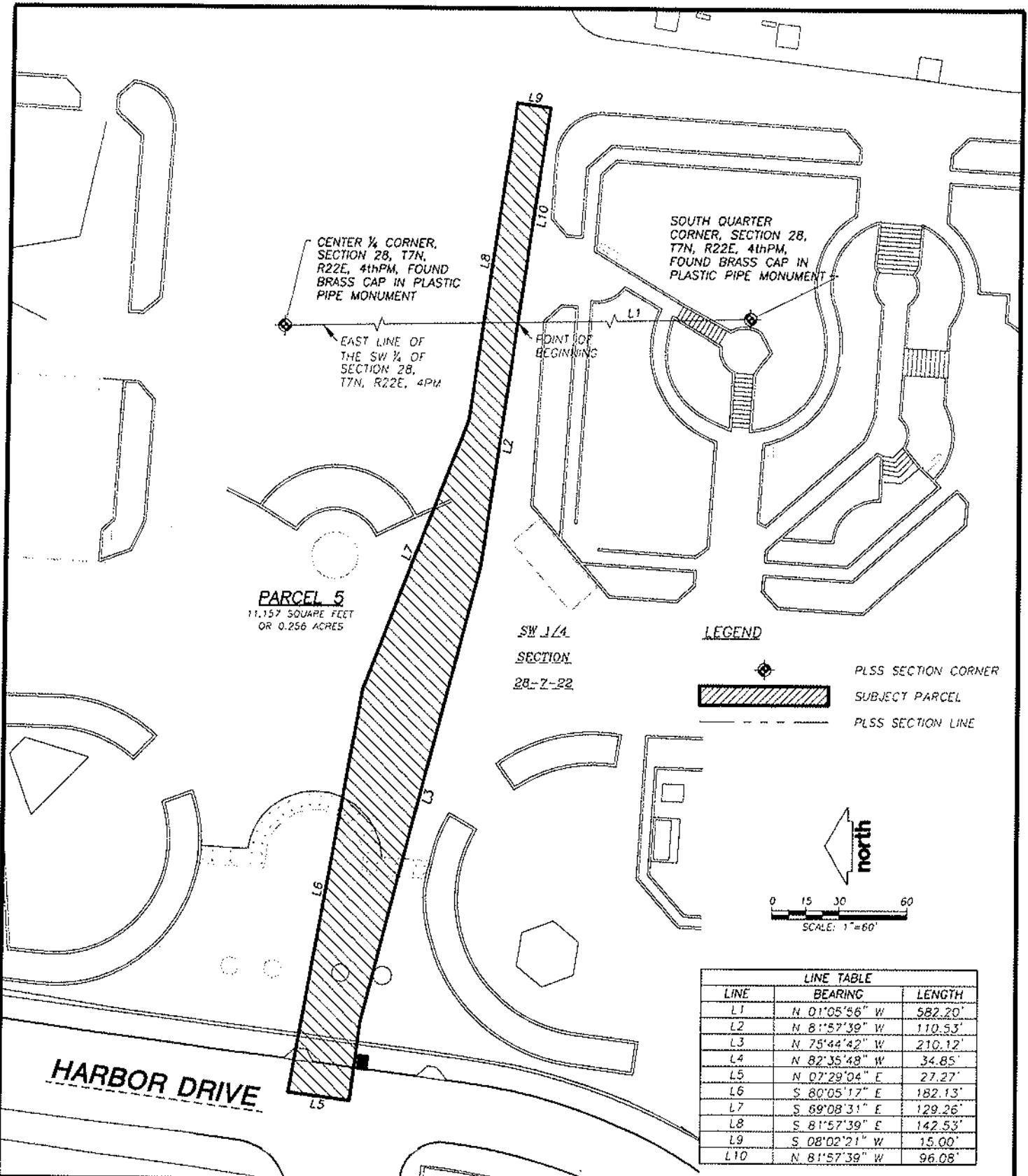
LEGAL DESCRIPTION
PARCEL 4 – MICHIGAN AVENUE ACCESS

A parcel of land being part of that parcel of land described in Chapter 151, Laws of Wisconsin, approved by Legislature on June 5, 1929 and published on June 7, 1929, City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter (S $\frac{1}{4}$) corner of Section Twenty-eight (28), Town Seven North (T7N), Range Twenty-two East (R22E) of the Fourth Principal Meridian (4th PM); thence along the East line of said Southwest Quarter (SW $\frac{1}{4}$), N 01°05'56" W, 2175.74 feet; thence N 88°54'04" E, 294.22 feet to the point of beginning; thence S 78°20'39" E, 32.11 feet; thence S 06°56'58" W, 36.60 feet; thence 112.08 feet along the arc of a curve to the left, with a radius of 304.00 feet, and a chord, which bears S 03°36'45" E, for a distance of 111.45 feet; thence S 14°10'28" E, 153.51 feet; thence S 52°05'38" W, 34.96 feet; thence N 14°10'28" W, 167.58 feet; thence 123.88 feet along the arc of a curve to the right, with a radius of 336.00 feet, and a chord, which bears N 03°36'45" W, for a distance of 123.18 feet; thence N 06°56'58" E, 39.24 feet to the point of beginning.

Said parcel contains 10,127 square feet, or 0.232 acres.

D:\proj\031231\031231.dwg 10/22/03 10:01:01 KAW



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°05'56" W	582.20'
L2	N 81°57'39" W	110.53'
L3	N 75°44'42" W	210.12'
L4	N 82°35'48" W	34.85'
L5	N 07°29'04" E	27.27'
L6	S 80°05'17" E	182.13'
L7	S 69°08'31" E	129.26'
L8	S 81°57'39" E	142.53'
L9	S 08°02'21" W	15.00'
L10	N 81°57'39" W	96.08'

PARCEL 5 - CHICAGO STREET ACCESS

MILWAUKEE, WISCONSIN

DRAWN BY: KAW	CHECKED BY: SO	PROJECT NO: 031231-01	DATE: 10-22-2003	EXHIBIT NO: 1
---------------	----------------	-----------------------	------------------	---------------

JJR

625 Williamson Street
Madison, Wisconsin 53703

LEGAL DESCRIPTION
PARCEL 5 – CHICAGO STREET ACCESS

A parcel of land being part of the Southwest Quarter (SW ¼) of Section Twenty-eight (28), Town Seven North (T7N), Range Twenty-two East (R22E) of the Fourth Principal Meridian (4th PM), also being part of that parcel of land described in Chapter 151, Laws of Wisconsin, approved by Legislature on June 5, 1929 and published on June 7, 1929, City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter (S ¼) corner of said Section Twenty-eight (28); thence along the East line of said Southwest Quarter (SW ¼) of Section Twenty-eight (28), N 01°05'56" W, 582.20 feet to the point of beginning; thence N 81°57'39" W, 110.53 feet; thence N 75°44'42" W, 210.12 feet; thence N 82°35'48" W, 34.85 feet; thence N 07°29'04" E, 27.27 feet; thence S 80°05'17" E, 182.13 feet; thence S 69°08'31" E, 129.26 feet; thence S 81°57'39" E, 142.53 feet; thence S 08°02'21" W, 15.00 feet; thence N 81°57'39" W, 96.08 feet to the point of beginning.

Said parcel contains 11,157 square feet, or 0.256 acres.

EXHIBIT "B"

(EXHIBIT "B" consists of a public access summary)

[To be provided by FESTIVAL]

02-10-05

02:52pm

From-Summerfest

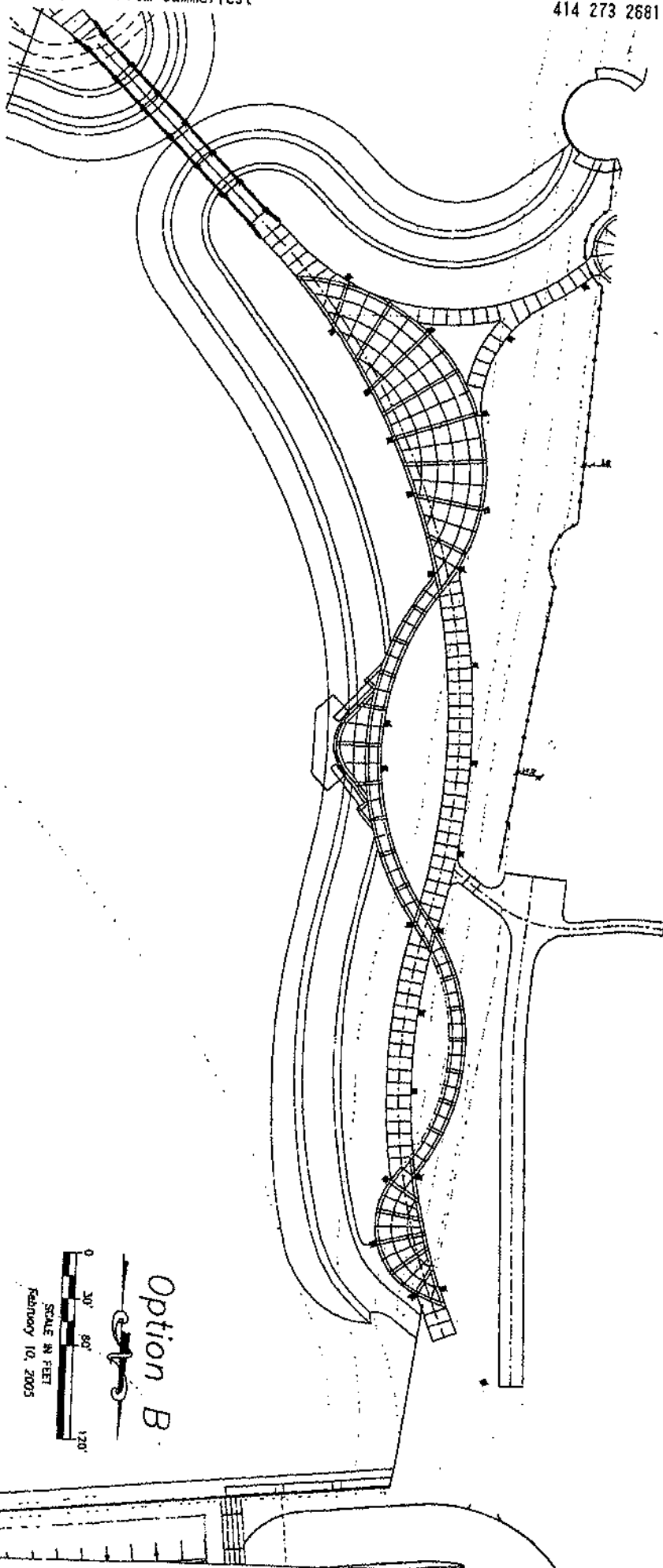
Ex 10 to Low Cor

414 273 2681

T-044

P.002/002

F-198

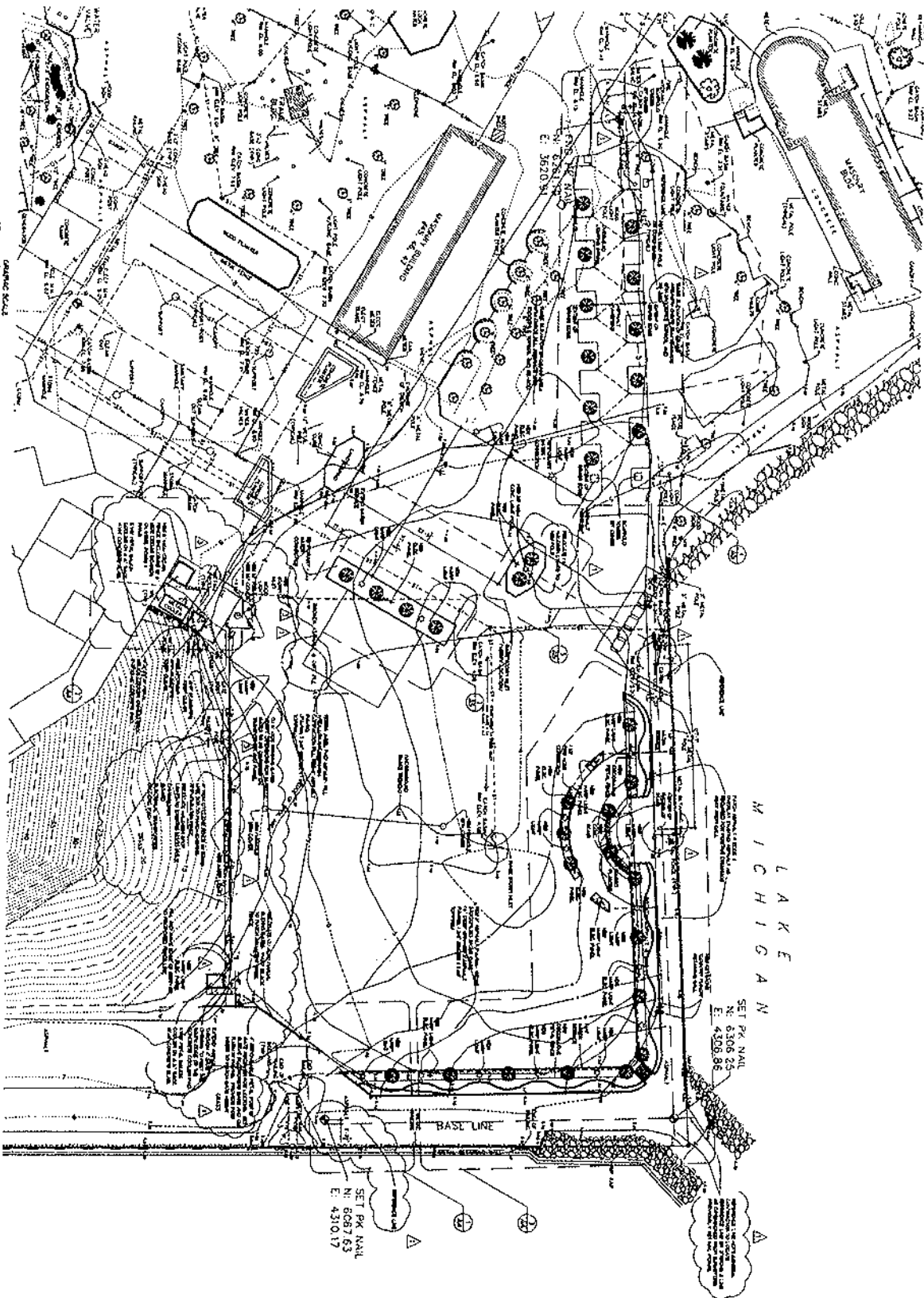
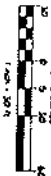


Option B

SCALE IN FEET

February 10, 2005

Overall Site Plan



A2

Date: 11/11/03
 Scale: 1" = 30'
 Sheet: 4 of 5
 Drawn: [blank]
 Checked: [blank]

Design Title:
 Overall Site Plan



Summerfest Design
 200 N. Harbor Drive
 Milwaukee, Wisconsin 53207
 Tel 414-273-2680 Fax 414-287-4493

South Park Plaza
 Overall Site Plan
 X

Project:

Revisions:
 1. Approved 11/11/03
 2. Approved 11/11/03

EXHIBIT "C"

(Maintenance)

1. The parties hereto agree that FESTIVAL shall be responsible for all maintenance and housekeeping of Parcels 3 and 5. The maintenance and housekeeping shall include keeping all such property in a clean and orderly condition free of obstructions or debris and maintaining all walkways and roadways clear of ice and snow to the extent reasonably possible and open, safe and accessible to the general public. Said maintenance responsibility also extends to dockwalls located on such property, together with their support anchoring systems, exclusive of repairs made necessary by catastrophic dockwall failure (unless such failure is caused by FESTIVAL or GRANTEE). The parties hereto agree repairs made necessary by catastrophic dockwall failure (not caused by FESTIVAL or GRANTEE) shall remain the responsibility of GRANTOR.
2. The parties hereto further agree that GRANTEE shall be responsible for all maintenance and housekeeping of Parcel 2. The maintenance and housekeeping shall include keeping all such property in a clean and orderly condition, free of obstructions or debris and maintaining all walkways and roadways clear of ice and snow to the extent reasonably possible and open, safe and accessible to the general public. Said maintenance responsibility does not extend to dockwalls located on such property, together with their support anchoring systems, exclusive of repairs made necessary by catastrophic dockwall failure (unless such failure is caused by GRANTEE) which repairs shall remain the responsibility of FESTIVAL. The parties hereto agree that repairs made necessary by catastrophic dockwall failure (not caused by FESTIVAL or GRANTEE) shall remain the responsibility of GRANTOR.

EXHIBIT "D"

(EXHIBIT "D" consists of a description of improvements to be constructed by FESTIVAL.)

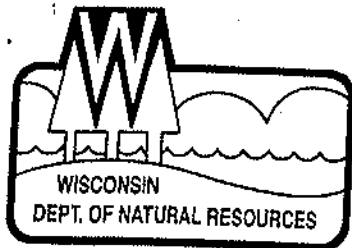
[To be provided by FESTIVAL.]

1050-2002-914:98670

Ex B to Com. Z.

11/19/05
for 1716

To: Faxed
to: Helpline
5/16/11



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

May 2, 2005

MR. MICHAEL KELLY, ESQ.
330 EAST KILBOURN AVE, SUITE 150
MILWAUKEE WI 53202

Dear Mr. Kelly:

The Department of Natural Resources appreciates the willingness of Milwaukee World Festivals and Summerfest to optimize the public's use and enjoyment of the lake walk during the busy festival season. I believe the "Public Access Calendar for 2005" recognizes the needs of all interested and impacted parties.

Enclosed are maps reflecting portions of the lake walk that are open to the public during set-up, operation and teardown of the identified twelve (12) festivals

It is our understanding the lake walk will be completely open a total of twenty-eight (28) days during the 2005 festival season on the following dates:

June 1 - 8, 2005
July 13 - 15, 2005
August 9 - 16, 2005
September 20 - 23, 2005
September 26 - 30, 2005

The lake walk will be completely open from October 1, 2005 to the beginning of the 2006 festival season.

The maps also identify sixty-nine (69) days that the lake walk will be partially open on the north and/or south end of the festival grounds.

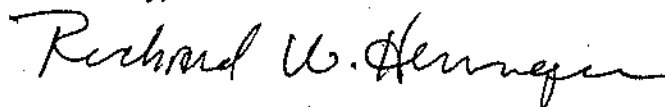
In the event Encore, the Covenant Picnic, Al's Run/Walk, the AIDS Walk or other events are not held as currently scheduled, the Department will assume that the lake walk will be completely open.

Finally, the Department understands that periodic closure of areas may occur during the festival season (June through September) and the non-festival season (January through May and October through December) based on construction activity, safety consideration, and festival rescheduling (e.g. Arab World Fest and speed boat races). We expect the Milwaukee World Festivals will provide the Department with advance notification of any periodic closures not reflected on the enclosed maps. Notwithstanding, maximizing public access and use of the lake walk should always be an underlying objective whenever feasible.



Consequently, the Department of Natural Resources approves the "Public Access Calendar 2005" based on the understanding contained herein and the representations reflected on the attached festival maps.

Sincerely,

A handwritten signature in cursive script, reading "Richard W. Henneger".

Richard W. Henneger
Attorney at Law
Bureau of Legal Services

cc: Tom Gartner
Gloria McCutcheon
Board of Harbor Commissioners
Bill Napier

Enclosures

FEBRUARY

MARCH

A 5x5 grid of 25 small, noisy images, each containing a handwritten digit from 0 to 9. The digits are arranged in a regular pattern across the grid.

APRIL

JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	ACD 2	ACD 3	4

[illegible]

JULY

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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43		44		45		46		47		48		49		50	
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163		164		165		166		167		168		169		170	
171															

AUGUST

Sunday

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	German half-down	2	Asian wield	3	4	5 Asian Wield Festival
7 Asian World Festival Festa	8 Asian Wield half-down	9	10	11	12 Asian Wield Festival	13
14 Arab World Festival Festa	15 Arab Wield half-down	16 Irish set-down	17	18 Irish Festa	19	20
21 Irish Festa Ends	22 Irish Festa half-down	23 Mexican Festa set-down	24 Mexican Festa Festa	25	26 Mexican Festa	27 Mexican Festa Festa
28 Mexican Festa Festa Ends	29 Mexican Festa half-down	30 The Ends set-down	31			

SEPTEMBER
Thursday Wednesday

[illegible]

		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
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25		26		27		28		29		30		31		32	

KEY:

13 - Laboratory Open from Ed-

to Gate 30A or such further northern point which is not required for festival use, and when applicable, from Gate 1 to such southern point which is not required for festival use.

D - Chicago St. Pizza Oven



LaSalle, Chicago St. Plaza, and Children's Area (weather dependent) open

Last Update: 05/09/2012

Albuquerque Public Schools will use the Children's Area on school days during the noon hour in April, May, September & October. The area will not be open when in use. Periodic closure of areas may occur during the festival season (June through September) and the non-festival season (January through May and October through December) based on construction activity and safety considerations.

MAY

OCTOBER

NOVEMBER

DECEMBER

open from
June 9-13, 2005

LACERDAK IS
AVAILABLE FOR
PUBLIC ACCESS

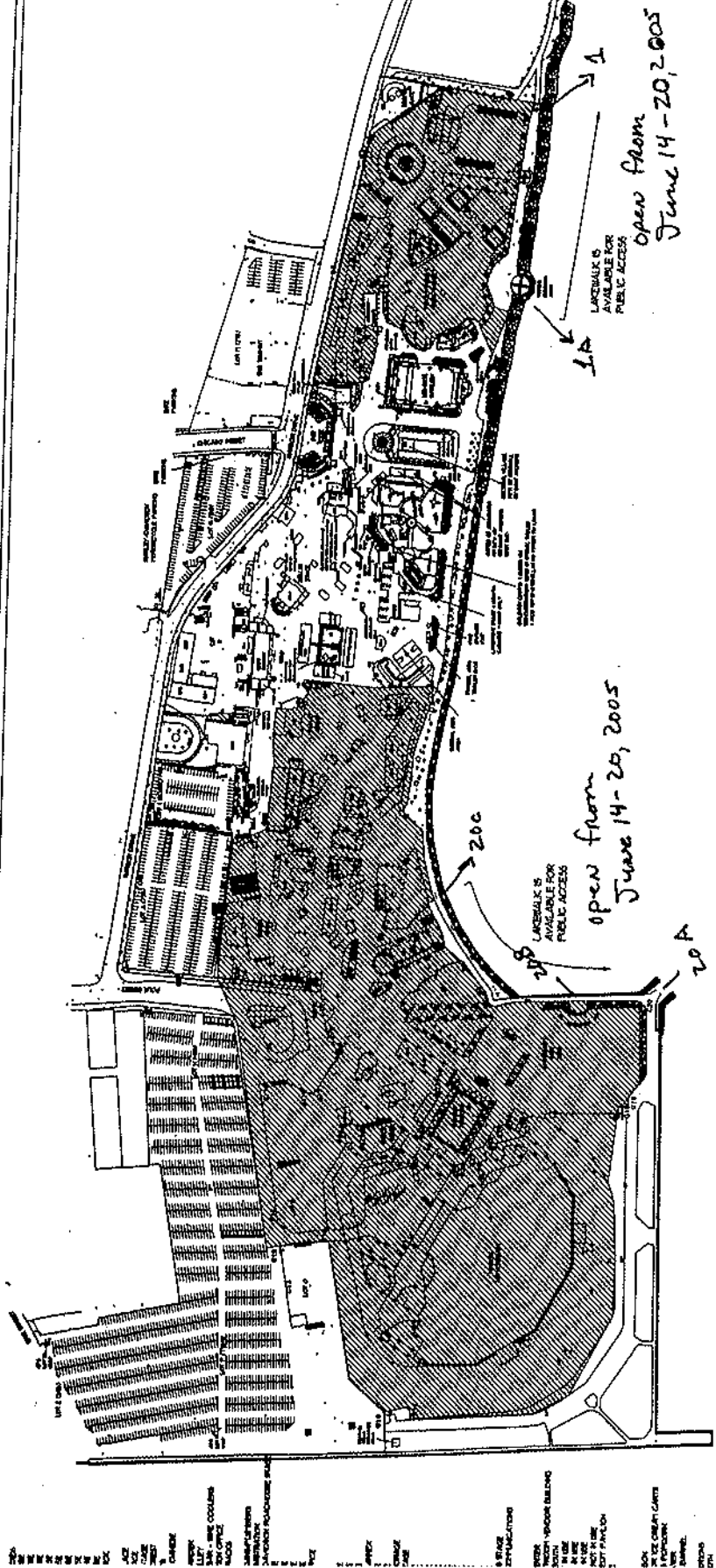
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Proposed Asian Moon 05

University of Wisconsin-Madison
Department of Urban Planning
200 Lincoln Drive
Madison, WI 53706
Phone: 608/262-2200
Fax: 608/262-2200
www.urbanplanning.wisc.edu

Project: Asian Moon 2005
Date: 10/1/05
Author: [Name]
Reviewer: [Name]
Status: [Status]



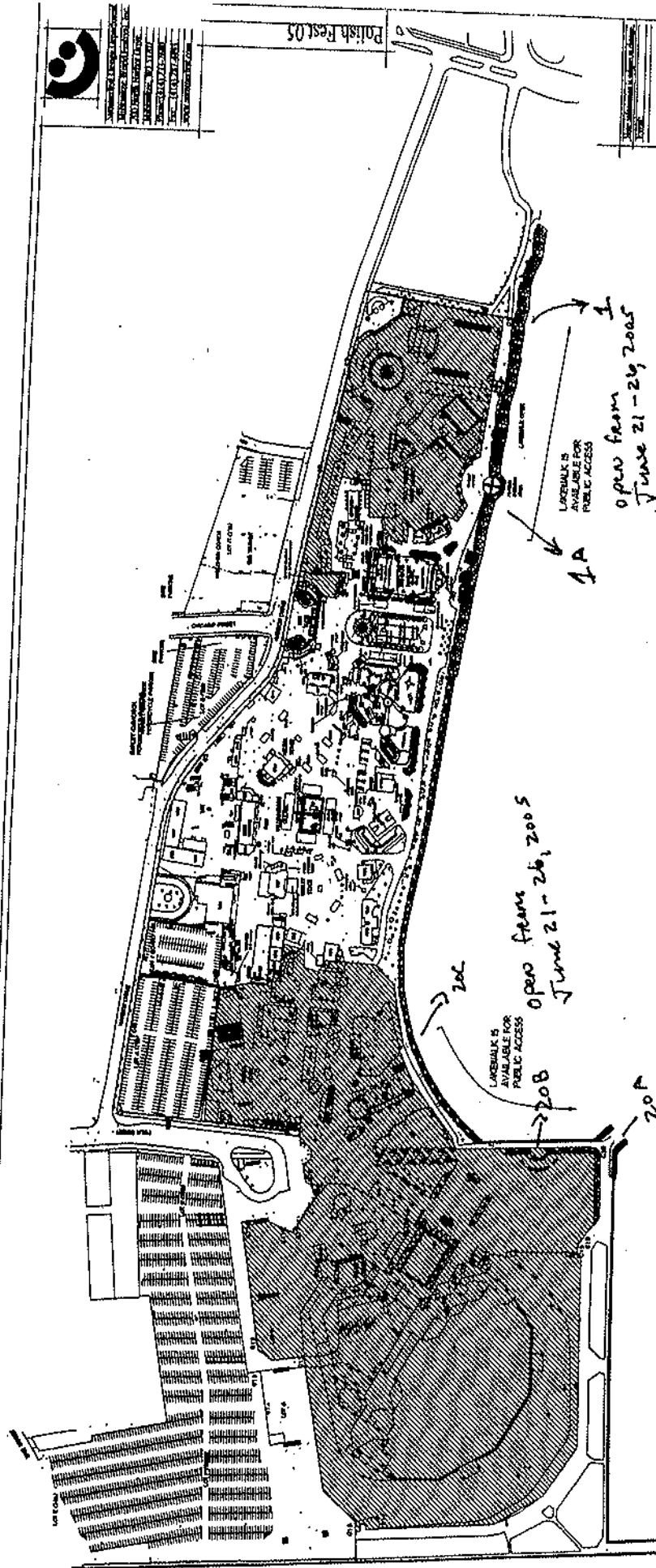


UNIVERSITY OF ILLINOIS AT CHICAGO
200 NORTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60607-7100
TEL: (312) 997-1000
WWW.UIC.EDU

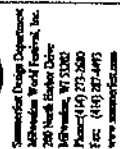
Polish Post 05

Polish Post 2005

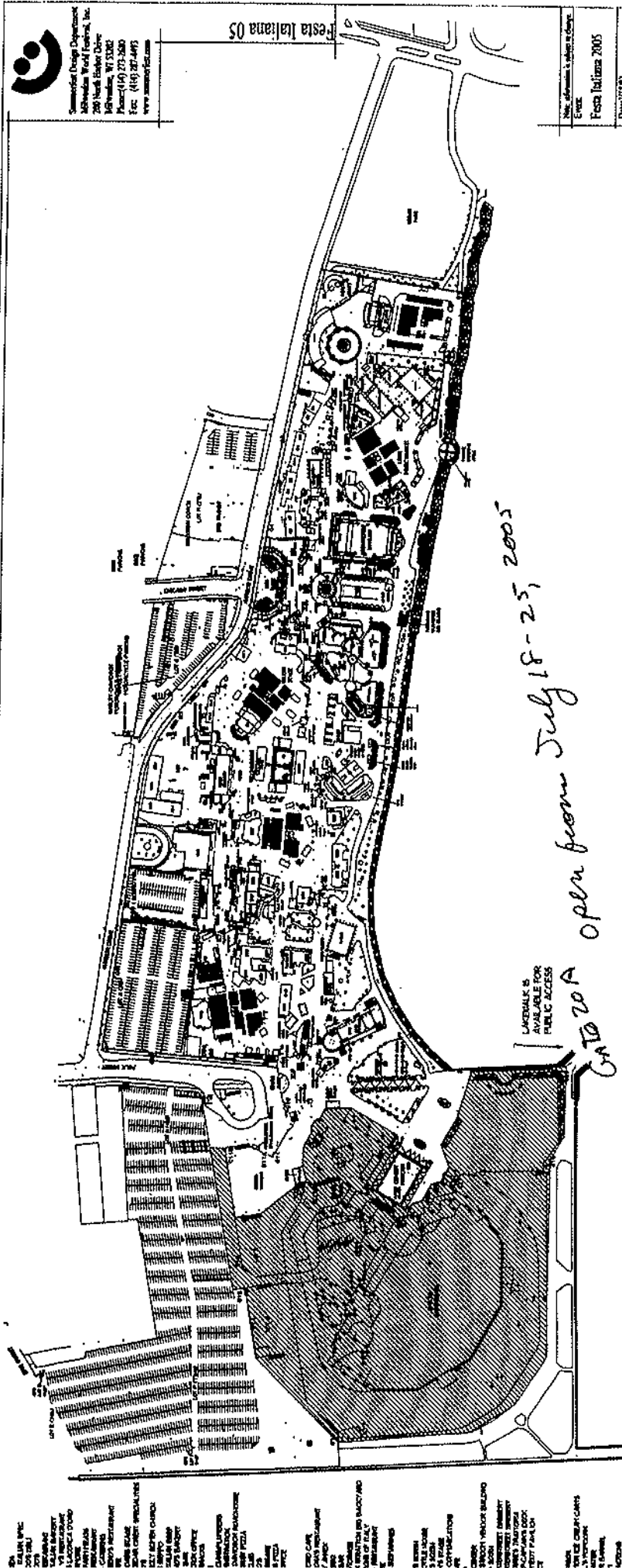
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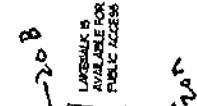


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Nome, informazioni e indirizzi in chiaro
Evento
Festa Italiana 2005
Nome: J1243
Revisione: 3/3/05
Scale: NTS
Domato: J01243







Name _____
 Email _____
 Phone _____
 African World
 Festival 2005
 Location _____
 Country _____
 State _____

opens from 1
August 2-8, 2005

open from
August 2-8, 2005

LACERNAK IS
 AVAILABLE FOR
 PUBLIC ACCESS

20A

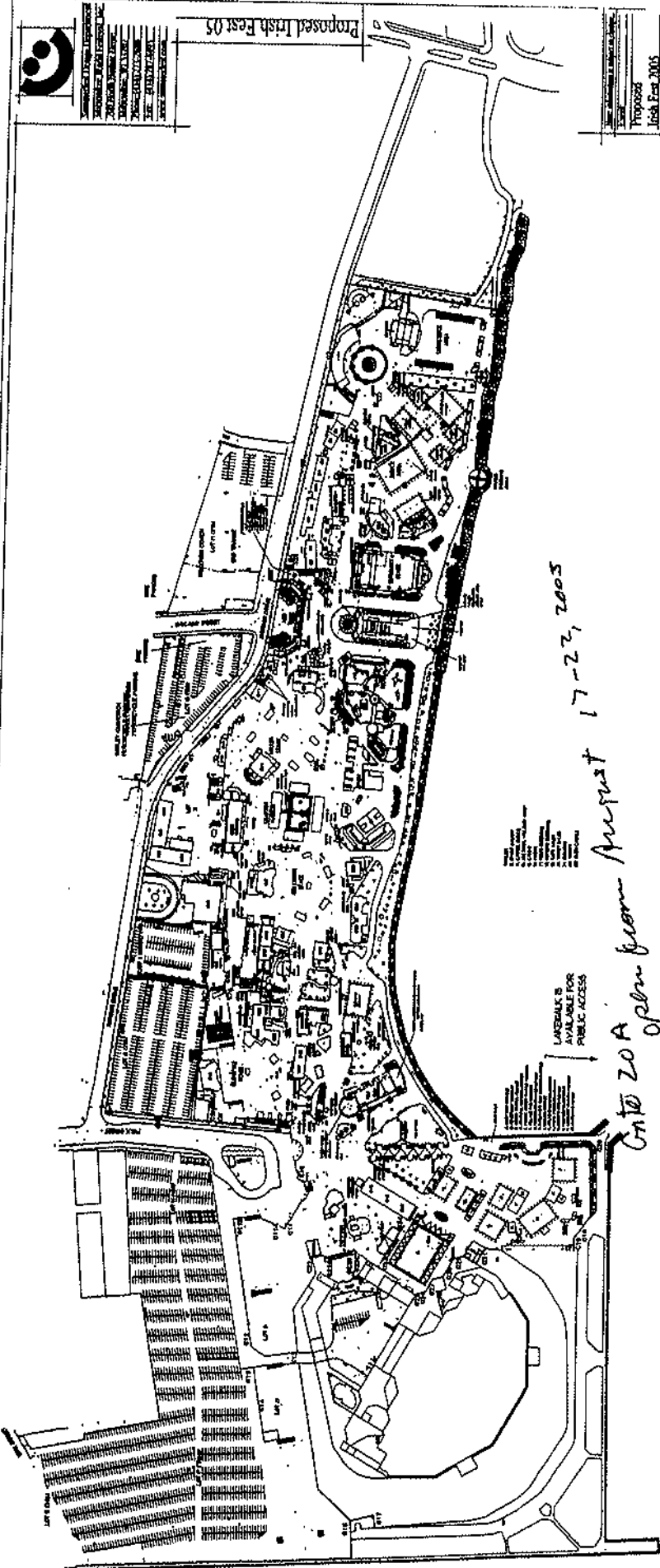
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PROPOSED IRISH FEST 05
DATE: 10/10/04
DRAWN BY: J. J. J. J.
CHECKED BY: J. J. J. J.
SCALE: 1" = 100'

Proposed Irish Fest 05

PROPOSED IRISH FEST 05
DATE: 10/10/04
DRAWN BY: J. J. J. J.
CHECKED BY: J. J. J. J.
SCALE: 1" = 100'



LAKESHORE IS AVAILABLE FOR PUBLIC ACCESS

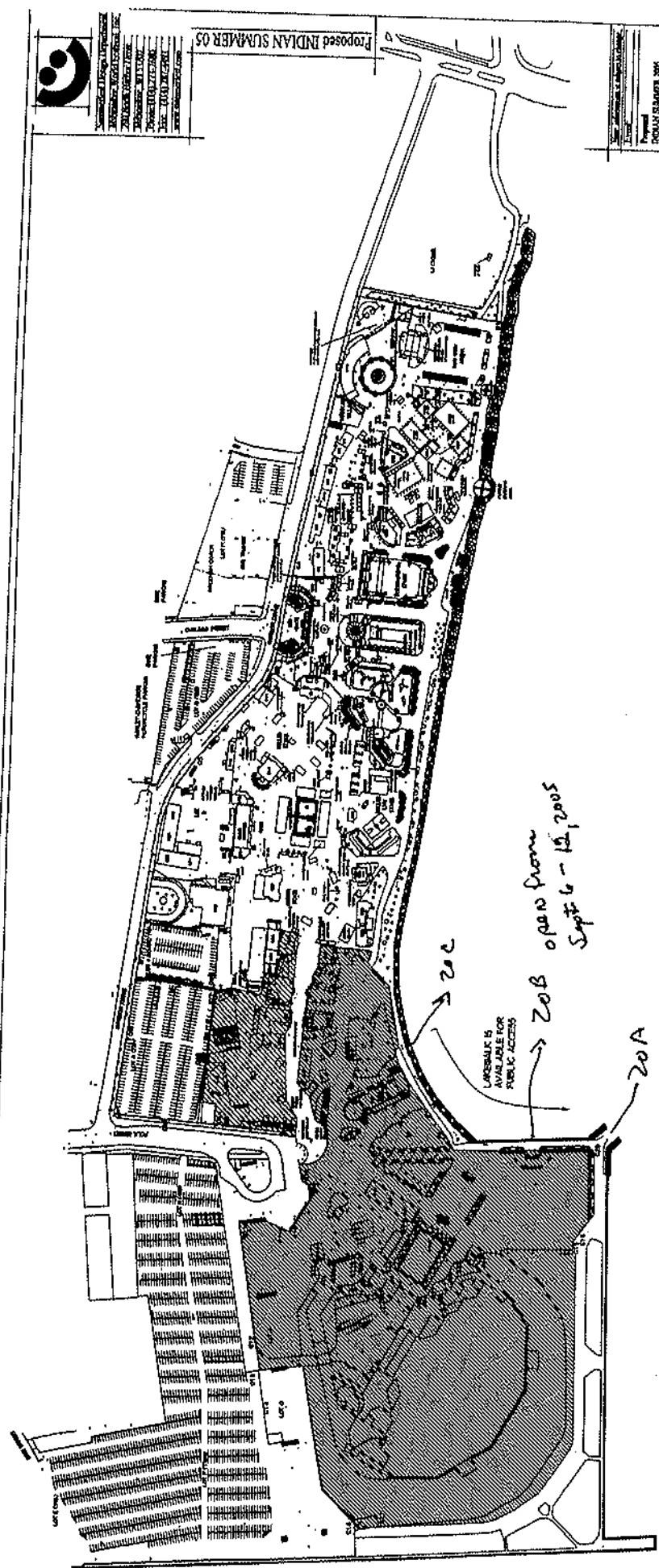
GATE 20A open from August 17-22, 2005

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PROPOSED INDIAN SUMMER 05
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BY: [Signature]
FOR: [Signature]

DATE: 10/10/05
BY: [Signature]
FOR: [Signature]



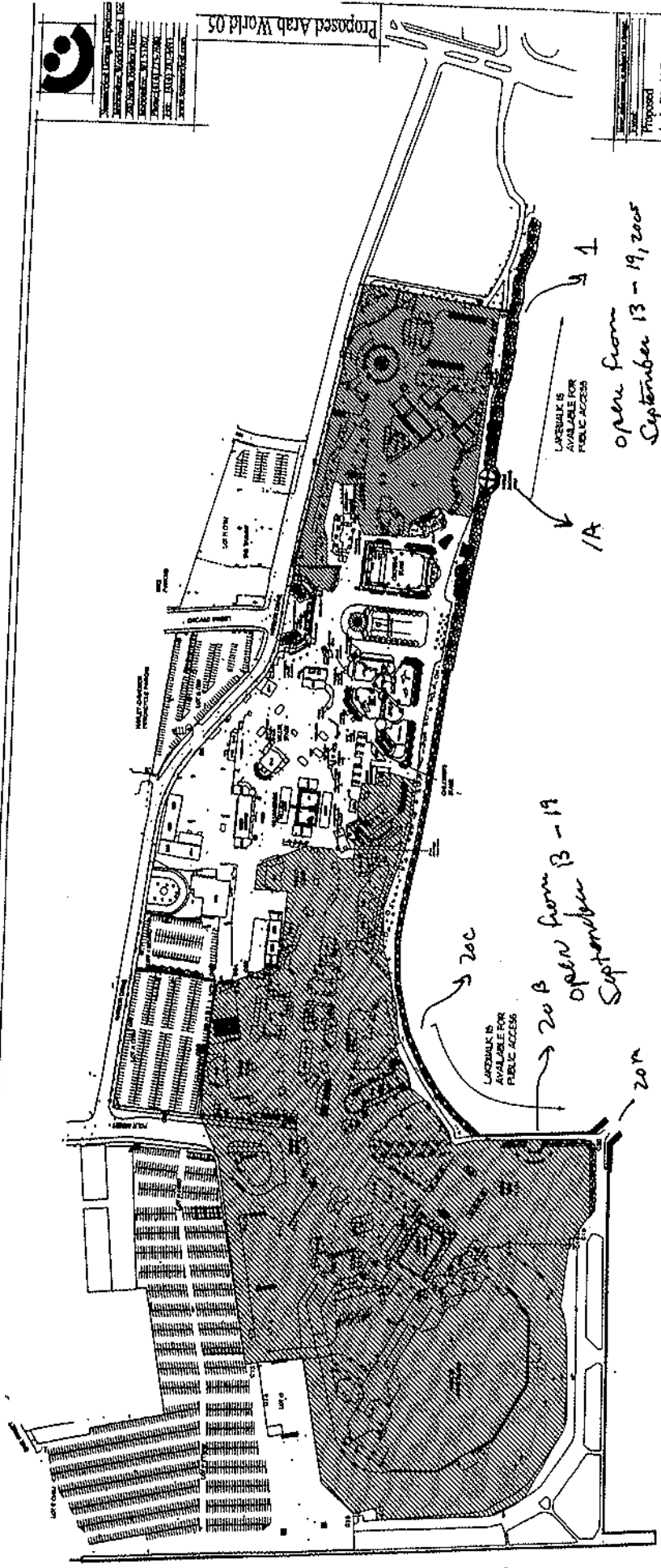
20A
20B
20C
LANDSCAPE IS AVAILABLE FOR PUBLIC ACCESS
open from Sept 6 - 12, 2005



PROJECT: Proposed Arab World 05
DATE: 10/11/05
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
SCALE: 1" = 100'

Proposed Arab World 05

PROJECT: Proposed Arab World 05
DATE: 10/11/05
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
SCALE: 1" = 100'



- 1. ACCESS
- 2. PARKING
- 3. LANDSCAPE
- 4. BUILDING
- 5. DRIVEWAY
- 6. SIDEWALK
- 7. STREET
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- 87. LOT 88
- 88. LOT 89
- 89. LOT 90
- 90. LOT 91
- 91. LOT 92
- 92. LOT 93
- 93. LOT 94
- 94. LOT 95
- 95. LOT 96
- 96. LOT 97
- 97. LOT 98
- 98. LOT 99
- 99. LOT 100