

**MILLER PARK  
TRAFFIC CONTROL  
EASEMENT AGREEMENT**  
Document Title

Document Number

**MILLER PARK  
TRAFFIC CONTROL  
EASEMENT AGREEMENT**

Recording Area

Name and Return Address

Gregg Hagopian  
Asst. City Attorney  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202

Part of Tax Key Number: 423-9999-017 and 423-9999-130

THIS DOCUMENT WAS DRAFTED BY:  
Gregg C. Hagopian, Assistant City Attorney  
City Attorney's Office, Milwaukee, Wisconsin  
(CAO Document 98888)

**THIS EASEMENT AGREEMENT** (the "Agreement"), is made by and among the STATE OF WISCONSIN, STATE BUILDING COMMISSION ("State"), the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin ("City"), the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a political subdivision of the State of Wisconsin ("District"), and THE MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP ("Team"), and is dated as of this \_\_\_\_ day of November, 2005.

**RECITALS**

- A. The State owns certain lands that it ground-leased to the District pursuant to a 40-year ground lease dated as of September 18, 1998 (the "Ground Lease"). A Memorandum of the Ground Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 7653360.
- B. The District, in turn, subleased the land subject to the Ground Lease (the "Ground Lease Land") and other real property to the Team, pursuant to the Miller Park Lease Agreement, as amended and restated dated as of June 30, 2004 (the "Miller Park Lease"). A Memorandum of the Miller Park Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 8834644.
- C. The City desires to acquire a permanent easement with the right of entry in and across a portion of the Ground Lease Land hereinafter described with the right to build and construct the Facilities (which shall consist of City-Owned Facilities and Non-City-Owned Facilities) described (and defined) on **EXHIBIT A** attached hereto, and to construct, operate, maintain, repair, reconstruct, and inspect the City-Owned Facilities and appurtenances thereto described (and defined) on **EXHIBIT A**.
- D. The District, the Team, and CMC Heartland Partners ("CMC") are parties to that certain "Reciprocal Operating and Easement Agreement" dated as of September 18, 1998 (the "98 REO"). The 98 REO was recorded in the Milwaukee County Register of Deeds Office, Reel 4459, Images 2489-2521. Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the 98 REO. The terms "South Access Road" and "East Access Road" as used herein have the same respective meanings as used in the 98 REO.
- E. The Redevelopment Authority of the City of Milwaukee and the City succeeded to the rights and interests of CMC under the 98 REO.

## AGREEMENT

1. **Recitals.** The recitals above are hereby acknowledged and agreed to.
2. **Grant of Permanent Easement.** For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the State, being the fee owner of the Ground Lease Land, and also the District, having a leasehold interest in and to the Ground Lease Land (and the authority under the Ground Lease to grant easements), hereby grant unto the City, and the City hereby accepts from the State and the District, a permanent non-exclusive easement in that portion of the Ground Lease Land depicted on **EXHIBIT B** attached hereto and legally described on **EXHIBIT C** attached hereto (the "Permanent Easement Area"). Subject to the terms of this Agreement, the Team consents to the grant of easement. Notwithstanding anything to the contrary contained herein, the easement interest and rights herein granted are expressly *in addition to*, and not in derogation of, any rights and interests arising under the 98 REO.
3. **Control and Management of Access Roads.** The parties hereto intend to respect the 98 REO and to retain their respective rights, interests and obligations thereunder. Pursuant to Section 2.2 of the 98 REO, the Team, subject to the rights of the District under the Miller Park Lease, shall have the right to control, manage and direct the Access Roads in accordance with the terms and conditions of the 98 REO. The Team retains the right, as set forth in Section 2.4 of the 98 REO (subsection (z)), to impose additional reasonable rules and regulations as to which the City shall be bound.
4. **Purpose of Permanent Easement.** The City shall use the Permanent Easement Area to build and construct the Facilities, and to construct, operate, maintain, repair, reconstruct, and inspect the City-Owned Facilities and appurtenances thereto.
5. **Accompanying Right of Access.** The right of access accompanies (and is hereby granted with) the permanent easement herein granted thus allowing City (and its employees, agents, contractors and authorized representatives) ingress and egress to the Facilities and Permanent Easement Area.
6. **Construction of Facilities.** The City shall furnish and install the Facilities on the Permanent Easement Area at City's expense, and in accordance with the plans and specifications set forth in that certain "City of Milwaukee, Department of Public Works, Plan of Proposed Improvement, Canal Street, Miller Park, Reversible Lanes"

prepared by Milwaukee Transportation Partners (the "MTP Plan"), dated September 30, 2005 and approved by the City on October 3, 2005. Copies of the MTP Plan have been (or will be) furnished to the State, the District, and the Team, and a copy is (or will be) available for inspection at the Office of the City's Commissioner of the Department of Public Works, 841 N. Broadway, Milwaukee.

7. **Ownership of Facilities.** City shall own the City-Owned Facilities described and defined on **EXHIBIT A**, and the State shall own the Non-City-Owned Facilities. City hereby conveys to State, and the State hereby accepts from City, all of the ownership interest in the Non-City-Owned Facilities.
8. **Maintenance of City-Owned Facilities.** The City shall maintain, repair, and replace the City-Owned Facilities, and City shall control the scheduling (subject, however, to the restrictions and conditions relating to Events and Event Periods as set forth in the 98 REO) and determinations regarding maintenance, repair, and replacement of the City-Owned Facilities. The City-Owned Facilities shall be kept in good condition and good working order.
9. **Cost-Sharing Associated with City-Owned Facilities.** Notwithstanding anything to the contrary contained herein, for so long as the Team subleases the Ground Lease Land from the District or the Miller Park Lease (as the same may from time to time be amended or restated) remains in effect (such period of time is herein called the "Baseball Operating Period"), the costs of operation, repair, maintenance, and replacement associated with the City-Owned Facilities shall be shared 75% by the City and 25% by the Team. The City hereby represents to the Team and the District that the City is self-insured. The costs of maintaining, operating, repairing and replacing the City-Owned Facilities shall not be included in the Budget (as defined in the 98 REO). The Team shall pay City's invoices within 30 days of tender unless the Team, in good faith, disputes any such invoice, in which event the City and the Team shall attempt in good faith to resolve any such dispute.
10. **Operation of Overhead Reversible Lane Signs.** The Team (in consultation with government law enforcement) shall, during the Baseball Operating Period, control the operation and programming of overhead-reversible-lane signs (which are part of the ITS system described on **EXHIBIT A**). The Team's operation of the overhead-reversible-lane signs shall be done in strict accordance with the 98 REO (including the § 2.4 provisions regarding traffic and lane flow during Event Periods and non-Event Days). City (subject to the determinations of government law enforcement and

input from the Team) reserves the right to operate and control the overhead-reversible-lane signs at any time in the event of an emergency.

11. **Maintenance of Non-City-Owned Facilities; Costs.** The Team, subject to the cost-sharing provisions in the 98 REO, and during the Baseball Operating Period, shall maintain, repair, inspect and replace the Non-City-Owned Facilities, and control the scheduling and determinations regarding maintenance, repair, and replacement of the Non-City-Owned Facilities. During the Baseball Operating Period, the Non-City-Owned Facilities shall be kept in good condition and in good working order by the Team. Notwithstanding anything to the contrary set forth in this Section 11, costs associated with the Team's storm sewer are not subject to the cost-sharing provisions of the 98 REO.
12. **Permanent Easement for Facilities Ends When Ring Roads Are Publicly Dedicated.** The permanent easement interest herein granted for the Facilities, and the duties herein concerning the same, shall terminate upon the public dedication of the South Access Road and East Access Road, and associated turn lanes, as public rights-of-way, and upon such public dedication (which has not yet occurred and will not necessarily occur), and City acceptance of such dedication, the City shall become the sole owner of all the Facilities and become solely responsible for the same and for the public rights-of-way themselves, in accordance with the legal rights and responsibilities the City customarily assumes with public rights-of-way. Nothing contained herein shall be construed as the State, the District or the Team having already agreed to publicly dedicate any specific portion of the Ground Lease Land, it being understood that any public dedication in the future will be evidenced by separate act and instrument. Neither the State, the District nor the Team have agreed herein to publicly dedicate any specific portion of the Ground Lease Land and nothing contained herein shall be construed to constitute any such public dedication.
13. **Repair/Restoration.** If the City (including its officers, employees, agents, contractors, licensees, and authorized representatives) causes damage to the Ground Lease Land or any other portion of the Site (as defined in the Miller Park Lease) (including, but not limited to, the Non-City-Owned Facilities) in conjunction with City construction of the Facilities, or City acting hereunder or on the Ground Lease Land or any other portion of the Site, City shall, at its expense, promptly repair or replace the damage to substantially the same condition as existed prior to the damage.
14. **Indemnification by City.** To the fullest extent permitted by law, the City shall and hereby does indemnify and save harmless the State, the District, and the Team, and

their respective officers, directors, employees, agents, licensees, permittees, invitees, and authorized representatives (collectively, "Indemnitees"), from and against any and all loss, damage, injury, liability, costs and expenses (collectively, "Claims") that such Indemnitees may suffer or incur as a result of breach by City hereunder, or as a result of the negligent acts or omissions of City (or its employees', authorized representatives', consultants' and contractors') regarding its construction of the Facilities, or its acting hereunder (which shall include, but not be limited to, the maintenance, repair, replacement and inspection of the City-Owned Facilities); provided, however, the aforementioned indemnification shall not include any Claims resulting from the Indemnitees' negligent acts or omissions or gross misconduct with respect thereto; provided further that if the above loss, damage, injury or liability results from the joint negligence of such Indemnitees and the City, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses that, under law or in equity, the parties hereto are respectively entitled to raise (including but not limited to sovereign immunity and constitutional and statutory limits on liability, and rights under Wis. Stat. § 893.80).

15. **Indemnification by Team.** To the fullest extent permitted by law, the Team shall, and hereby does, indemnify and save harmless the State, the District, and the City, and their respective officers, directors, employees, agents, licensees, permittees, invitees and authorized representatives (collectively, "Indemnitees"), from and against any and all loss, damage, injury, liability, costs and expenses (collectively, "Claims") that such Indemnitees may suffer or incur as a result of breach by Team hereunder, or as a result of the negligent acts or omissions of Team (or its employees', authorized representatives', consultants' and contractors') regarding its duties or its acting hereunder; provided, however, the aforementioned indemnification shall not include any Claims resulting from the Indemnitees' respective negligent acts or omissions or gross misconduct with respect thereto; provided further that if the above loss, damage, injury or liability results from the joint negligence of such Indemnitees and the Team, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses that, under law or in equity, the parties hereto are respectively entitled to raise (including but not limited to sovereign immunity and constitutional and statutory limits on liability, and rights under Wis. Stat. § 893.80).

16. **Reservation; Ground Lease.** The State, the District and the Team reserve the right to use the land within the limits of the Permanent Easement Area for any purpose

consistent with the rights granted to the City herein. This document is not to be viewed as an amendment to the Ground Lease between State and District or to the Miller Park Lease between District and Team, it being understood that those respective documents govern the respective relationships between State and District and between District and Team and that any amendments to the Ground Lease or the Miller Park Lease shall be by separate agreement between the respective parties thereto.

17. **Plans.** The State, the District, and/or the Team, as the case may be, shall submit plans for approval to the City for any underground installation or surface alteration within the limits of the Permanent Easement Area. Said underground installations and surface alterations (beyond normal repair, maintenance and repaving) shall be made only with the approval of the City's Commissioner of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed.
  
18. **Non-Disturbance; Construction Around Event Periods.** The City's construction of the Facilities, and its actions hereunder (including City's access rights to the Permanent Easement Area and the City-Owned Facilities, and City's maintenance, repair, inspection and replacement of the City-Owned Facilities) shall not interfere with the use of the Access Roads, the Ground Lease Land or any other portion of the Site by the State, the Team, the District, or their respective invitees and permittees during Event Periods for Baseball Home Games or Special Events.

During Event Periods for Baseball Home Games or Special Events, the City shall not engage in construction of the Facilities. Instead, the City will have its contractors work around those Event Periods in order to install the Facilities. The Team shall promptly provide the City with reasonable advance written notice of (and keep City updated with periodic advance written notices concerning) Event Periods relating to each of Baseball Home Games and Special Events for 2005 and 2006, but only to the extent such Baseball Home Games and Special Events occur prior to the completion of the Facilities. It is the intent hereof to provide as much advance notice of the respective Event Periods as practicable and possible to the City so that the City may schedule construction and installation of the Facilities accordingly. A copy of the Team's schedule of Baseball Home Games for Year 2006 is attached hereto as **EXHIBIT D.**

Some of the City's work installing the Facilities may require disruption of portions of the Access Roads at times other than Baseball Home Games and Special Events (in no event may there be disruption during Event Periods for Baseball Home Games

and Special Events). The City will use its best efforts to minimize such disruption. The City shall provide notice to the Team not less than seventy-two (72) hours prior to commencement of work contemplated to cause such disruption. In the event of any temporary disruption or non-use of the Access Roads (during periods that are not Event Periods on days that are not Baseball Home Games or Special Events), the City shall use barricades to block off those portions of the Access Roads that will be disrupted or un-useable.

19. **Notices.** Notices required or desired to be given by any party to another party with respect to this Easement Agreement shall be in writing and shall be delivered personally, sent by facsimile (provided any facsimile is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M.), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Easement Agreement shall be given to the following:

District: Mr. Michael R. Duckett, Executive Director  
Southeast Wisconsin Professional Baseball Park District  
Miller Park  
One Brewers Way  
Milwaukee, WI 53214  
(414) 902-4040 (telephone)  
(414) 902-4033 (fax)

With a copy to: Norman J. Matar  
Davis & Kuelthau, SC  
111 East Kilbourn Avenue, #1400  
Milwaukee, WI 53202-6677  
(414) 225-1434 (telephone)  
(414) 278-3634 (fax)

City: Executive Director  
Redevelopment Authority of the City of Milwaukee  
809 North Broadway, 3rd Floor  
Milwaukee, WI 53202  
(414) 286-5820 (telephone)  
(414) 286-0395 (fax)

With a copy to: Commissioner, Dept. of Public Works  
City of Milwaukee  
841 North Broadway, Room 510  
Milwaukee, WI 53202



(414) 286-3301 (telephone)  
(414) 286-3953 (fax)

With a further copy to:

Gregg C. Hagopian  
Assistant City Attorney  
200 East Wells Street, Room 800  
Milwaukee, WI 53202  
(414) 286-2620  
(414) 286-8550  
Email: ghagop@milwaukee.gov

Team:

Steve Ethier, Vice President, Miller Park Operations  
Milwaukee Brewers Baseball Club, Limited Partnership  
Miller Park  
One Brewers Way  
Milwaukee, Wisconsin 53214  
(414) 902-4442 (telephone)  
(414) 902-4552 (fax)  
Email: steve.ethier@milwaukeebrewers.com

With a copy to:

Ben Abrohams  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202-5300  
(414) 297-5703 (telephone)  
(414) 297-4900 (fax)  
Email: babrohams@foleylaw.com

State:

Secretary of Dept. of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, Wisconsin 53707-7864  
(608) 266-1741 (telephone)  
(608) 267-3842 (fax)

Recipient address information (such as change in facsimile number) may, from time to time, be changed by notice duly sent hereunder.

20. **Recording; Counterparts.** This Agreement may be recorded by the City, at the City's expense, in the Milwaukee County Register of Deeds Office against the real estate in which the easements herein granted is situated to give notice of the same to third parties. This Agreement may be signed in one or more counterparts each of which shall, when taken together, constitute one and the same document. Facsimile signatures shall be acceptable as originals. However, a fully-executed original is needed, and will be provided, for recording.

21. **Governing Law; Amendment.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. This Agreement may only be amended by a written instrument signed by all of the parties hereto (or their successors in interest). The contract-interpretation doctrine of “construing against the drafter” shall not apply to interpretation of this Agreement.
22. **Imperial Parking.** Team shall provide a copy of this Agreement to Imperial Parking, the Team’s current parking licensee, and by copy of this Agreement to Imperial Parking, hereby instructs Imperial Parking to conduct its operations in a manner consistent with the terms of this Agreement, to the extent applicable.
23. **After Baseball Operating Period.** After the Baseball Operating Period, the Team’s duties hereunder shall terminate, the cost-sharing provisions of paragraph 9 above shall terminate, and rights and responsibilities associated with the Non-City-Owned Facilities shall be determined by the then-owner of the Ground Lease Land – provided, however, that the City may not then be forced to be responsible for the Non-City-Owned Facilities unless the City expressly agrees, or unless the same become City owned due to public dedication. Following the expiration of the Baseball Operating Period, the City shall control operation and programming of the overhead-reversible-lane signs in its sole discretion subject to any rights that the District may have. City may, also in its discretion, remove the overhead-reversible-lane signs and ITS system following the expiration of the Baseball Operating Period. In no event shall the District be responsible for any of the cost-sharing provisions or repair and maintenance obligations set forth in this Agreement.
24. **No Liens.** The City hereby covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Permanent Easement Area, Ground Lease Land or any other portion of the Site in conjunction with the City’s installation of the Facilities and the City’s maintenance, repair, inspection and replacement of the City-Owned Facilities; and, in case of any such lien attaching, the City shall (at its expense) promptly cause the same to be removed.
25. **Conflict with Other Agreements.** If and to the extent any of the terms or provisions of this Agreement are inconsistent with the terms of the Ground Lease, then the terms of this Agreement shall be deemed to control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized signatories as of the date first written above.

**CITY:**

CITY OF MILWAUKEE

By: \_\_\_\_\_  
DPW Commissioner Jeff Mantes Per Common  
Council File No.'s 031256 and 030453and  
\_\_\_\_\_.

**CITY CLERK**

\_\_\_\_\_  
Ronald Leonhardt, City Clerk

**Countersigned:**

By: \_\_\_\_\_  
Michael J. Daun, Deputy Comptroller

**City Attorney Approval**

By: \_\_\_\_\_  
GREGG C. HAGOPIAN, Assistant City Attorney

Gregg C. Hagopian, as a member of the State Bar of the State of Wisconsin, also hereby authenticates the signatures of each of Jeffrey Mantes, Ronald Leonhardt, and Michael J. Daun.

By: \_\_\_\_\_  
GREGG C. HAGOPIAN, Assistant City Attorney,  
State Bar No. 1007373.

**DISTRICT:**

SOUTHEAST WISCONSIN PROFESSIONAL  
BASEBALL PARK DISTRICT

By: \_\_\_\_\_  
Jay Williams  
Chairman

Norman J. Matar, as a member of the State Bar of  
the State of Wisconsin, hereby authenticates the  
signature of Jay Williams.

By: \_\_\_\_\_  
Norman J. Matar, State Bar No. \_\_\_\_\_.

**TEAM:**

MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP

By: Milwaukee Brewers Holdings LLC, its Sole  
General Partner

By: MLA Sports LLC, its Sole Manager

By: \_\_\_\_\_  
Richard C. Schlesinger

Ben Abrohams, as a member of the State Bar of the  
State of Wisconsin, hereby authenticates the  
signature of Richard C. Schlesinger.

By: \_\_\_\_\_  
Ben Abrohams, State Bar No. 1012875

**STATE: STATE OF WISCONSIN, STATE BUILDING  
COMMISSION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

John Rothschild, as a member of the State Bar of  
the State of Wisconsin, hereby authenticates the  
signature of \_\_\_\_\_.

By: \_\_\_\_\_

John Rothschild

State Bar No. \_\_\_\_\_

**EXHIBIT A**  
**TRAFFIC CONTROL DEVICES (THE "FACILITIES")**

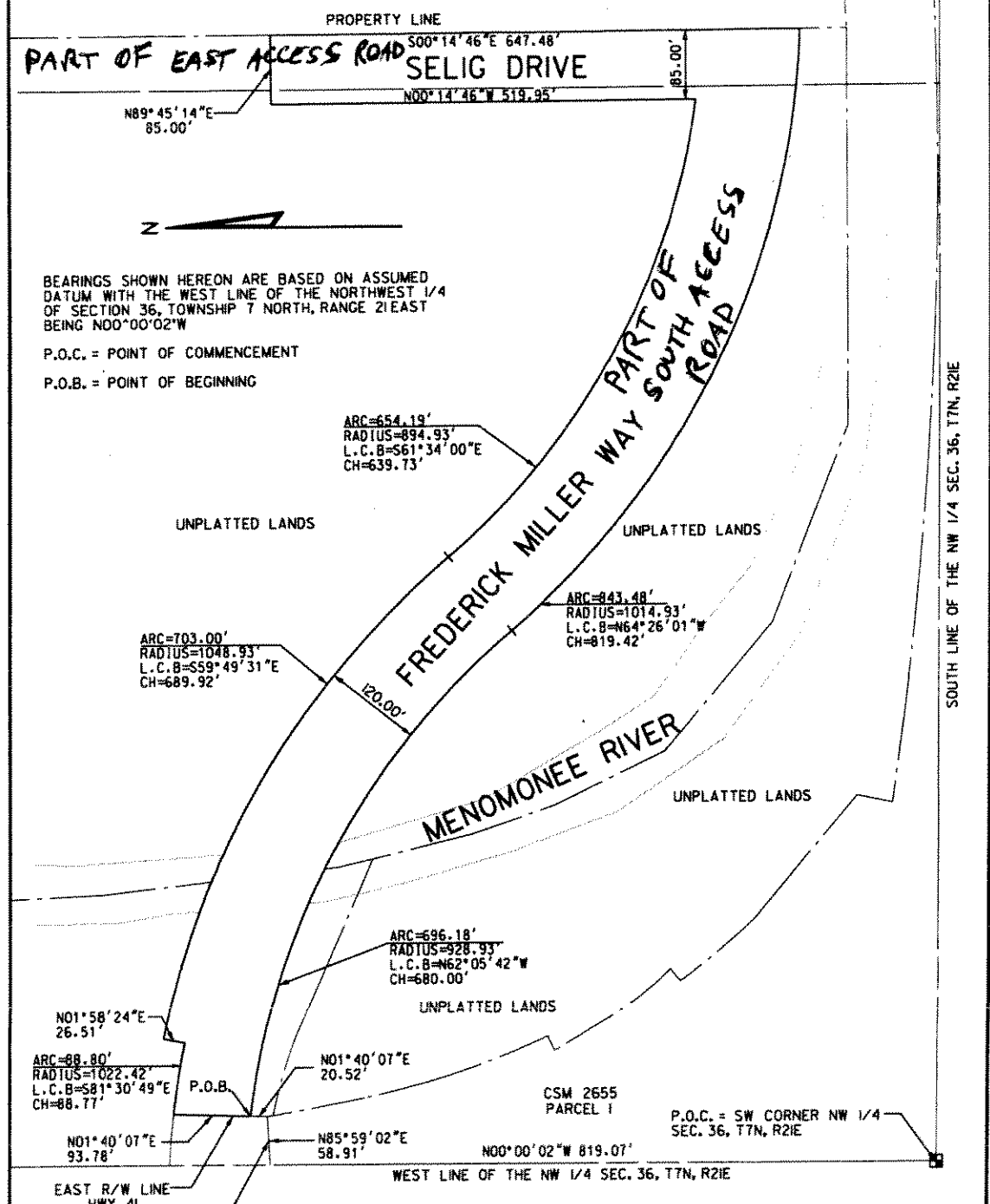
The work consists of, and "Facilities" means: removals, grading, base course, concrete pavement, concrete curb and gutter, concrete curb ramp and replacement of existing sidewalk adjacent to curb ramp, storm sewer, 6 sign structures, Intelligent Transportation System (ITS) items, permanent signage, pavement markings, erosion control, and associated incidental items.

CITY-OWNED FACILITIES ARE: 6 sign structures, ITS items, and permanent signage.

NON-CITY-OWNED FACILITIES ARE: all Facilities other than City-Owned Facilities.

# EXHIBIT B

UNPLATTED LANDS



BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 21 EAST BEING N00°00'02"W

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

|   |                       |
|---|-----------------------|
| DEPARTMENT OF PUBLIC WORKS<br>MILWAUKEE, WISCONSIN  |                       |
| PLAN OF EASEMENT<br>AREA IN NW 1/4 SEC. 36, T 7 N., R 21E.<br>FREDERICK MILLER WAY, HWY 41 TO SELIG DR. |                       |
| SCALE 1" = 150'   | ATLAS PAGE NO.        |
| DRAWN BY K.E.P.   | CHKD. BY P.J.B.       |
| APPROVED K.M.C.   | DATE OCTOBER 10, 2005 |
| APPROVED  | FILE NO. 77777        |

EX  
B

**EXHIBIT C**  
**LEGAL DESCRIPTION**

A parcel of land lying in that part of the Northwest 1/4 of Section 36, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southwest corner of said Northwest 1/4 of Section 36; thence North 00°00'02" West, along the West line of the Northwest 1/4 of said Section 36, 819.07 feet to a point along the South line of Hwy 41; thence North 85°59'02" East along said South line of Hwy 41, 58.91 feet to the East line of Hwy 41; thence North 01°40'07" East along said East line of Hwy 41, 20.52 feet to the point of beginning of the herein described parcel; thence continue North 01°40'07" East along said East line of Hwy 41, 93.78 feet to a point on a non-tangent curve whose center lies to the South, having a radius of 1022.42 feet, and whose chord bears South 81°30'49" East, 88.77 feet; thence run easterly along said curve, 88.80 feet to a point; thence North 01°58'28" East, 26.51 feet to a point on a non-tangent curve whose center lies to the South, having a radius of 1048.93 feet and a chord bearing South 59°49'31" East, 689.92 feet; thence run southeasterly along said curve, 703.00 feet to a point of reverse curve whose center lies to the North, having a radius of 894.93 feet and a chord bearing South 61°34'00" East, 639.73 feet; thence run southeasterly along said curve 654.19 feet; thence North 00°14'46" West, 519.95 feet to a point; thence North 89°45'14" East, 85.00 feet; thence South 00°14'46" East, 647.48 feet to a point on a non-tangent curve whose center lies to the North, having a radius of 1014.93 feet and a chord bearing North 64°26'01" West, 819.42 feet; thence run northwesterly along said curve, 843.48 feet to a point of reverse curve whose center lies to the South, having a radius of 928.93 feet and a chord bearing North 62°05'42" West, 680.00 feet; thence run northwesterly along said curve, 696.18 feet to the point of beginning. Containing 226,683 square feet (5.20 acres), more or less.

EXHIBIT  
C





# MILWAUKEE BREWERS 2006 SEASON SCHEDULE

SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT

## APRIL

|                 |          |          |           |           |          |           |   |
|-----------------|----------|----------|-----------|-----------|----------|-----------|---|
| 2               | 3        | 4        | 5         | 6         | 7        | 8         | 1 |
| BREWERS ON DECK | PIT 1:05 | PIT 7:05 | PIT 7:05  | ARI 7:05  | ARI 1:05 | ARI 1:05  |   |
| 9               | 10       | 11       | 12        | 13        | 14       | 15        |   |
| ARI 1:05        | STL 3:10 | STL 7:10 | STL 12:10 | STL 12:10 | NYM 8:10 | NYM 12:10 |   |
| 16              | 17       | 18       | 19        | 20        | 21       | 22        |   |
| NYM 12:10       | HOU 7:05 | HOU 7:05 | HOU 7:05  | CIN 7:05  | CIN 7:05 | CIN 1:05  |   |
| 23              | 24       | 25       | 26        | 27        | 28       | 29        |   |
| CIN 1:05        | ATL 7:05 | ATL 7:05 | ATL 12:05 |           | CHC 7:05 | CHC 1:20  |   |
| 30              |          |          |           |           |          |           |   |
| CHC 1:20        |          |          |           |           |          |           |   |

|             |          |          |          |           |             |             |  |
|-------------|----------|----------|----------|-----------|-------------|-------------|--|
| 1           | 2        | 3        | 4        | 5         | 6           |             |  |
| HOU 7:05    | HOU 7:05 | SF 7:05  | SF 12:05 | LA 9:40   | LA 9:10     |             |  |
| 7           | 8        | 9        | 10       | 11        | 12          | 13          |  |
| LA 3:10     | SD 9:05  | SD 9:05  | SD 2:35  | SD 2:35   | NYM 7:05    | NYM 6:05    |  |
| 14          | 15       | 16       | 17       | 18        | 19          | 20          |  |
| NYM 1:05    | NYM 1:05 | PHI 7:05 | PHI 7:05 | PHI 12:05 | MIN(I) 7:05 | MIN(I) 6:05 |  |
| 21          | 22       | 23       | 24       | 25        | 26          | 27          |  |
| MIN(I) 1:05 | CIN 6:10 | CIN 6:10 | CIN 6:10 |           | PHI 6:05    | PHI 6:05    |  |
| 28          | 29       | 30       | 31       |           |             |             |  |
| PHI 12:35   | PHI 6:05 | PIT 6:05 | PIT 6:05 |           |             |             |  |

## JUNE

|             |             |             |             |          |             |             |           |          |          |
|-------------|-------------|-------------|-------------|----------|-------------|-------------|-----------|----------|----------|
| 4           | 5           | 6           | 7           | 8        | 9           | 10          | 1         | 2        | 3        |
| WAS 1:05    | SD 7:05     | SD 7:05     | SD 7:05     | SD 1:05  | STL 7:05    | STL 6:05    | PIT 11:35 | WAS 7:05 | WAS 6:05 |
| 11          | 12          | 13          | 14          | 15       | 16          | 17          |           |          |          |
| STL 1:05    | CIN 6:10    | CIN 6:10    | CIN 11:35   |          | CLE(I) 7:05 | CLE(I) 6:05 |           |          |          |
| 18          | 19          | 20          | 21          | 22       | 23          | 24          |           |          |          |
| CLE(I) 1:05 | DET(I) 7:05 | DET(I) 7:05 | DET(I) 1:05 |          | KC 7:10     | KC 6:10     |           |          |          |
| 25          | 26          | 27          | 28          | 29       | 30          |             |           |          |          |
| KC 1:10     | CHC 7:05    | CHC 7:05    | CHC 1:20    | CHC 1:20 | MIN(I) 7:10 |             |           |          |          |

SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI SAT

## JULY

|             |          |                   |          |          |          |          |             |
|-------------|----------|-------------------|----------|----------|----------|----------|-------------|
| 2           | 3        | 4                 | 5        | 6        | 7        | 8        | 1           |
| MIN(I) 1:10 | CIN 1:05 | CIN 1:05          | CIN 7:05 | CHC 7:05 | CHC 7:05 | CHC 6:05 | MIN(I) 6:10 |
| 9           | 10       | 11                | 12       | 13       | 14       | 15       |             |
| CHC 1:05    |          | ALL-STAR GAME PIT |          |          | ARI 8:40 | ARI 8:40 |             |
| 16          | 17       | 18                | 19       | 20       | 21       | 22       |             |
| ARI 3:40    | SF 9:15  | SF 9:15           | SF 2:35  |          | CIN 6:10 | CIN 5:10 |             |
| 23          | 24       | 25                | 26       | 27       | 28       | 29       |             |
| CIN 12:42   | PIT 3:05 | PIT 7:05          | PIT 1:05 |          | CIN 7:05 | CIN 6:05 |             |
| 30          | 31       |                   |          |          |          |          |             |
| COL 8:05    |          |                   |          |          |          |          |             |

|           |          |          |           |          |          |          |  |
|-----------|----------|----------|-----------|----------|----------|----------|--|
| 1         | 2        | 3        | 4         | 5        |          |          |  |
| COL 8:05  | COL 8:05 |          | STL 7:10  | STL 6:15 |          |          |  |
| 6         | 7        | 8        | 9         | 10       | 11       | 12       |  |
| STL 1:15  | CHC 7:05 | CHC 7:05 | CHC 7:05  | CHC 1:05 | ATL 6:35 | ATL 6:05 |  |
| 13        | 14       | 15       | 16        | 17       | 18       | 19       |  |
| ATL 12:05 | PIT 6:05 | PIT 6:05 | PIT 11:35 | HOU 7:05 | HOU 7:05 | HOU 6:05 |  |
| 20        | 21       | 22       | 23        | 24       | 25       | 26       |  |
| HOU 1:05  |          | COL 7:05 | COL 7:05  | COL 1:05 | FLA 6:35 | FLA 5:05 |  |
| 27        | 28       | 29       | 30        | 31       |          |          |  |
| FLA 12:05 | FLA 6:05 | HOU 7:05 | HOU 7:05  | HOU 7:05 |          |          |  |

## SEPT/OCT

|           |          |          |           |          |          |          |          |          |
|-----------|----------|----------|-----------|----------|----------|----------|----------|----------|
| 3         | 4        | 5        | 6         | 7        | 8        | 9        | 1        | 2        |
| FLA 1:05  | LA 1:05  | LA 7:05  | LA 7:05   |          | FLA 7:05 | HOU 7:05 | FLA 7:05 | FLA 6:05 |
| 10        | 11       | 12       | 13        | 14       | 15       | 16       |          |          |
| HOU 1:05  | PIT 6:05 | PIT 6:05 | PIT 11:35 |          | WAS 6:05 | WAS 6:05 |          |          |
| 17        | 18       | 19       | 20        | 21       | 22       | 23       |          |          |
| WAS 12:05 | STL 7:05 | STL 7:05 | STL 7:05  | SF 7:05  | SF 7:05  | SF 6:05  |          |          |
| 24        | 25       | 26       | 27        | 28       | 29       | 30       |          |          |
| SF 1:05   |          | CHC 7:05 | CHC 7:05  | STL 7:10 | STL 7:10 | STL 3:15 |          |          |

Schedule and times subject to change. All times CST. Home (I) Interleague For Dawson Ticket Package Information Please Call (414) 902-4100

