



REQUEST FOR PROPOSALS (RFP) FOR REDEVELOPMENT STUDY AND REPORT

INTRODUCTION

The Wisconsin Professional Baseball Park District (“District”) is a special district that is a local unit of government, a body corporate and politic that is separate, distinct and independent from the state. The District is charged with the oversight and monitoring of planning, financing, designing, constructing, commissioning, operating and maintaining a major league baseball facility, American Family Field, that is the home of the Milwaukee Brewers (“Team”), in Milwaukee, Wisconsin. An appointed Board of Directors comprised of thirteen (13) individuals manages the District.

SERVICES

The District is seeking information, qualifications, and a proposal from interested companies (“Consultant”) to perform a redevelopment study. The selected Consultant will assist the District in fulfilling the following requirement contained in 2023 Wisconsin Act 40, and specifically Section 229.805.

***Redevelopment report.** The district, in consultation with each 1st class city and county within the district’s jurisdiction and the professional baseball team that leases baseball park facilities constructed under this subchapter as its home facilities, shall study the feasibility of, and options for, the redevelopment of baseball park facilities of the district other than a baseball stadium and, not later than 2 years after December 7, 2023, prepare a report summarizing the findings of the study. The redevelopment report shall contain a recommendation supporting or opposing a potential payment in lieu of general property taxes for any development of the baseball park facilities of the district other than a baseball stadium.*

The District is seeking an experienced Consultant to work with the District and defined stakeholders in developing a report on the feasibility of, and options for, redevelopment of the District’s baseball park facilities other than a baseball stadium. The review should include:

- **Development Opportunity Assessment:** The consultant will provide a high-level overview of demographic and economic conditions and forecasts relevant to the baseball park facilities, summarize comparable sports redevelopment case studies, and identify potential development options (e.g., mixed-use, entertainment, residential) for consideration. This assessment is intended to include the statutory feasibility study and PILOT recommendation, not to prescribe specific projects or uses.
- **PILOT Analysis:** Analyze Payment in Lieu of Taxes (PILOT) arrangements and other public-private partnership structures to provide a specific recommendation supporting or opposing a potential payment in lieu of general property taxes for any development of the baseball park facilities of the district other than a baseball stadium, as required by Wisconsin Act 40, Section 229.805.



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040



Based on this analysis, the Consultant shall review potential site locations for potential development scenarios. This review should provide a preliminary review of factors that may impact future redevelopment and identify any additional analysis that would be needed in the future outside the scope of this redevelopment study and report, such as:

- **Infrastructure Assessment:** Evaluate the existing infrastructure serving the site (storm sewer, sanitary sewer, water, electricity, etc.) to determine the capacity of existing utilities to support various potential development scenarios.
- **Environmental Site Assessment:** Assess how any estimated environmental remediation work required in accordance with Wisconsin Department of Natural Resources (WDNR) standards and regulations for various potential development scenarios may impact the potential for redevelopment and identify what additional environmental assessments may be needed in order to fully inform any future redevelopment planning.
- **Traffic and Pedestrian Analysis:** Perform a preliminary traffic analysis that evaluates the impact of the potential development scenarios on Team game day operations, the impact on surrounding neighborhoods, and the impact on existing transportation networks, including public transit.
- **Parking Impact Analysis:** Provide a preliminary analysis of the impact of potential reduction in parking capacity on Team game day operations, the parking needs for various development scenarios, and options for shared parking arrangements between potential development uses and game day needs.

The analysis should take into consideration the upcoming reconstruction of I-94 between 70th street and 16th Street, including the Stadium Interchange. Additional details can be found on the Wisconsin Department of Transportation website at <https://www.94eastwest.wisconsin.gov>. A map of the baseball park facilities site is included in **Appendix A**.

The Consultant will work with the District's Executive Director and the Board of Directors in consulting the 1st class city and county within the District's jurisdiction (City of Milwaukee and Milwaukee County) and the Team as it relates to the redevelopment report, including input from key stakeholders. The redevelopment report must be completed no later than December 7, 2025.

PURPOSE STATEMENT

To analyze the feasibility of transforming areas around American Family Field into a vibrant, multi-use destination that enhances the economic competitiveness of professional baseball in Wisconsin, fosters community engagement, and drives regional growth through innovative development, public-private collaboration, and sustainable practices.

These facilities for possible development may include parking areas, plazas, adjoining real estate under the District's jurisdiction, and other non-ballpark structures or parcels within the ballpark campus footprint, as shown in **Appendix A**.



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SCHEDULE

Milestone	Date
RFP released	May 12, 2025
Proposals due	June 10, 2025
Interviews (if required)	Week of June 23, 2025
Contract awarded to selected Consultant *	Week of June 30, 2025
Final report due	December 7, 2025

* A copy of the Wisconsin Professional Baseball Park District General Terms and Conditions to Professional Services Contract is included in **Appendix B**. A contract with these terms and conditions will be presented to the selected Consultant for signature. Proposing Consultants are required to return any exceptions to these standard Terms and Conditions with their proposal.

INFORMATION AND QUALIFICATIONS

As part of their proposal, Consultants should address the following.

1. Provide a brief outline of your company’s background, including size, number of employees, and other pertinent information.
2. Provide resumes for key personnel, including the project lead, that would be assigned to this work. Include hourly rates for all pertinent personnel.
3. Outline your company’s qualifications to perform the services contained within, including services/projects of similar size and scope. Focus should be on the experience and services provided by the individuals proposed for this assignment.
4. Experience facilitating communication and leading meetings for redevelopment efforts with a variety of public and private stakeholders.
5. Experience providing similar redevelopment reports, including working with various public and private stakeholders. Specifically address experience in analyzing and reporting on redevelopment around professional sports facilities.
6. Outline your company’s approach to the redevelopment report, including the analysis recommended, timeline, and other pertinent information.

In addition to the hourly rates, proposing Consultants shall provide a breakdown of estimated costs by tasks and include a total not to exceed cost in their response. Identify all assumptions and associated work included within the total not to exceed cost. Proposing Consultants may offer a list of options and alternatives that should be considered for analysis/review as part of this overall effort and approximate cost associated with each.

The final scope of the redevelopment report will be negotiated with the selected Consultant.



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RFP RESPONSE

Please email a copy of your response to: kkreklow@wibaseballdistrict.com

Ms. Kristi Kreklow – Associate Director
Wisconsin Professional Baseball Park District
American Family Field
1 Brewers Way
Milwaukee, WI 53214

Firms will receive an email confirming receipt of their response.

Responses must be received by: **June 10, 2025 at 5:00 PM (CT)**

TAXES

This project is Sales & Use Tax Exempt (CES Number 008-0000051268-04). A Wisconsin Sales and Use Tax Exemption Certificate will be provided to the selected Consultant.

APPENDICES

- A. Site map
- B. General Terms and Conditions to Professional Services Contract



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APPENDIX A

Site Map

ASSESSOR'S PLAT OF MILLER PARK

ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.

DOC. # 10634172

RECORDED:
12/21/2016 12:14 PM
JOHN LA RAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: \$6.00
R.C.S. # 9040

OVERVIEW

SURVEYOR'S CERTIFICATE
I, Gary D. Schneider, Professional Land Surveyor, hereby certify that by the direction of the City of Milwaukee I have surveyed, and mapped ASSESSOR'S PLAT OF MILLER PARK, authorized by the Common Council of the City of Milwaukee by Resolution No.150147 on June 2nd, 2015, being all of HF Story's Subdivision and Story Subdivision No.2 located in and including part of the NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4 and also part of the SW 1/4 of the SE 1/4, the NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 all in Section 26, and part of SW 1/4 of the NE 1/4, NW 1/4 of the NE 1/4, NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4, and the NE 1/4 of the NW 1/4 all in Section 35, and part of the SW 1/4 of the NW 1/4, NW 1/4 of the NW 1/4, and the NE 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4 all in Section 36, all in Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, State of Wisconsin.

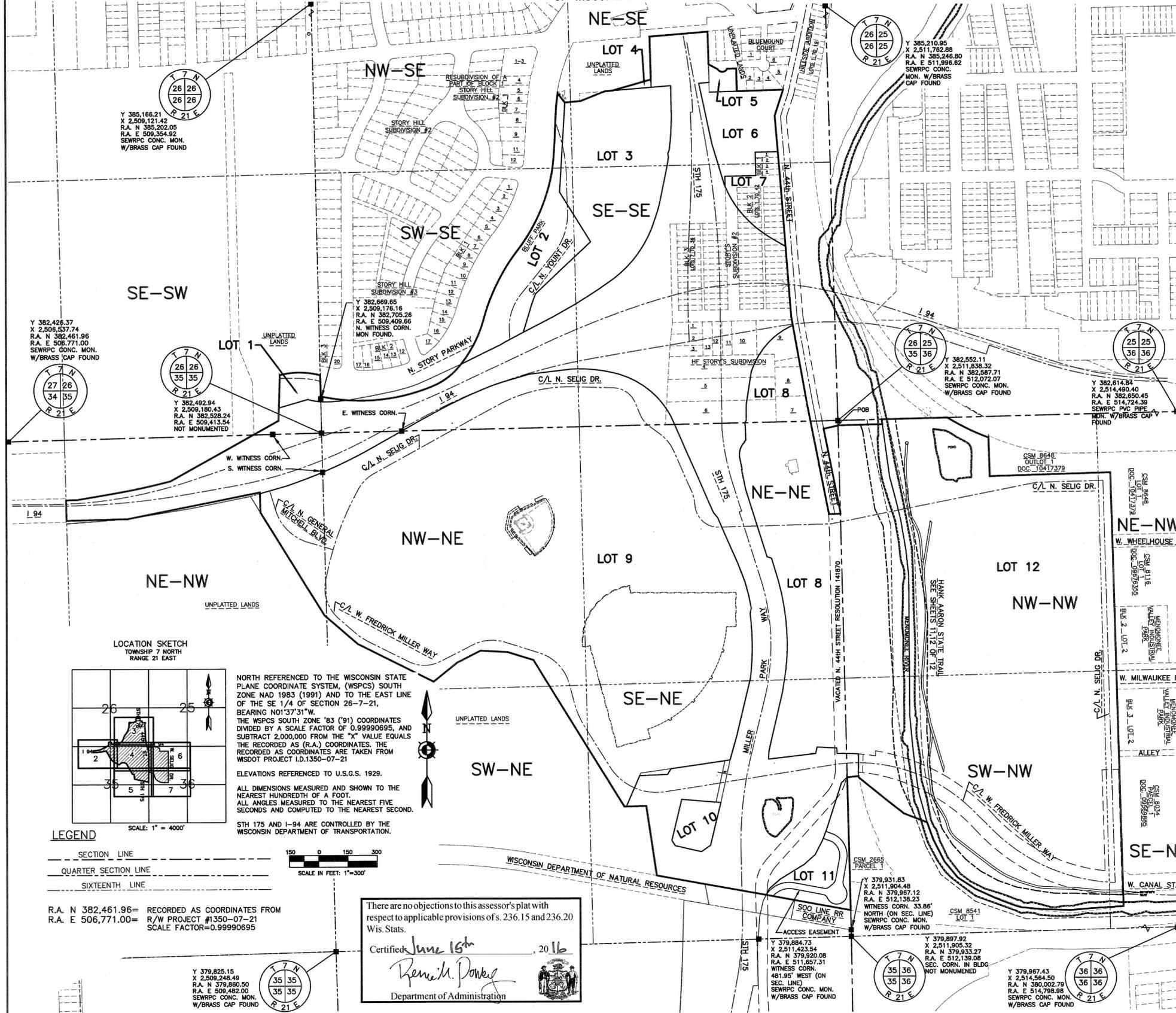
Commencing at the Northwest corner of said section 36; thence S01°26'46" E coincident with the Westerly line of said NW 1/4 of Section 36, 25.00 feet to the point of beginning of lands herein described; thence N 88°38'42" E parallel with the northerly line of said NW 1/4 of Section 36, 231 feet more or less to the center of the Menomonee River; thence N 09°57'31" W coincident with said center of the Menomonee River, 25 feet more or less to said northerly line of said NW 1/4 of Section 36 being 227.60 feet, N 88°38'42" E of said Northwest corner of Section 36; thence N 88°38'42" E coincident with said northerly line of said NW 1/4 of Section 36, 336.96 feet to the southerly line of the Soo Line Railroad Company right of way; thence southeasterly coincident with said southerly line of the Soo Line Railroad Company right of way and coincident with a curve to the left; Central Angle 10° 43' 32"; Radius 1257.63 feet; Chord Bearing S 63°52'44" E; Chord 235.08 feet; 235.42 feet to the westerly line of Outlot 1 of Certified Survey Map No. 8648 recorded as Document Number 10417379; thence S 1°40'31" E coincident with the westerly line of Outlot 1 of Certified Survey Map No. 8648, 199.80 feet to the Southwest corner of said Outlot 1 of Certified Survey Map No. 8648; thence N 88°17'58" E, coincident with the southerly line of said Outlot 1 of Certified Survey Map No. 8648, 616.46 feet to the westerly line of Lot 1 of Certified Survey Map No. 8648; thence S 1°42'02" E, coincident with said westerly line Lot 1 of Certified Survey Map No. 8648, the westerly line Lot 1 of Certified Survey Map No. 8116 recorded as Document Number 09676355 and the westerly line of the Menomonee Valley Industrial Park, a subdivision in said NW 1/4 of Section 36, 2233 feet more or less feet to the center of said Menomonee River; thence westerly and northwesterly coincident with said center of the Menomonee River, 1214 feet more or less; thence N 68°27'49" W, 127 feet more or less to a point that is 624.13 feet, N 01°26'46" W and 289.29 feet, N 88°30'10" E from the W 1/4 corner of said Section 36; thence N 51°30'38" W, 298.94 to the easterly line of Certified Survey Map No. 2665; thence N 12°10'44" W coincident with said easterly line of Certified Survey Map No. 2665, 7.05 feet; thence S 84°06'05" W, 58.94 feet to said westerly line of the NW 1/4 of Section 36; thence S 1°26'46" E coincident with said westerly line of the NW 1/4 of Section 36, 683.96 feet to the northerly line of the Soo Line Railroad Company, thence N 79°45'42" W, coincident with said northerly line of the Soo Line Rail Company and the Wisconsin Department of Natural Resources Bike Trail, 1014.91 feet; thence N 08°22'44" W, 362.18 feet; thence S 88°31'27" W, 112.20 feet; thence N 31°48'14" W, 887.53 feet; thence N 72°48'14" W, 138.93 feet; thence N 87°14'09" W, 140.43 feet; thence S 63°01'46" W, 136.40 feet; thence S 51°18'10" W, 154.81 feet; thence N 63°37'49" W, 437.01 feet; thence N 48°59'05" W, 226.15 feet; thence N 31°42'35" W, 623.76 feet; thence N 01°27'16" W, 103.27 feet; thence S 78°41'12" W, 690.81 feet; thence S 88°34'08" W, 316.18 feet; thence N 01°26'48" W, 105.14 to the northerly line of Interstate 94; thence N 88°06'59" E coincident with said northerly line of Interstate 94, 59.34 feet; thence N 80°27'43" E continuing coincident with said northerly line of Interstate 94, 176.27; thence continuing coincident with said northerly line of Interstate 94 and coincident with a curve to the left, Central Angle 05°05'55"; Radius 3500.32 feet; Chord Bearing N 77°54'45.5" E, Chord 311.39 feet, 311.49 feet; thence N 60°43'00" E, 635.87 feet; thence N 01°42'08" E, 235.00 feet; thence southeasterly coincident with a curve to the right, Central Angle 29°43'01", Radius 405.00 feet, Chord Bearing S 89°40'27.5" E, Chord 207.71 feet, 210.06 feet to the easterly line of said SW 1/4 of Section 26; thence S 01°15'23" E coincident with said easterly line of said SW 1/4 of Section 26, 109.08 feet to a point 12.08 feet, N 01°15'23" W of the north witness corner to the S 1/4 corner of said Section 26; thence northeasterly coincident with a curve to the left, Central Angle 34° 54'40", Radius 972.71 feet, Chord Bearing N 84°47'10" E, Chord 583.56 feet, 592.69 feet; thence northeasterly coincident with a curve to the left, Central Angle 25°49'57", Radius 337.50 feet, Chord Bearing N 54°24'51.5" E, Chord 150.88 feet, 152.17 feet; thence northeasterly coincident with a curve to the left, Central Angle 26°21'03"; Radius 643.42 feet; Chord Bearing N 28°19'21.5" E, Chord 293.31 feet, 295.91 feet; thence northeasterly coincident with a curve to the right, Central Angle 22°25'55"; Radius 1004.92 feet, Chord Bearing N 26°21'47.5" E, Chord 390.93 feet, 393.44 feet; thence northeasterly coincident with a curve to the left, Central Angle 26°19'08", Radius 939.49 feet, Chord Bearing N 24°19'14" E, Chord 427.77 feet, 431.55 feet; thence N 9°48'15" E, 35.75 feet; thence N 05°40'18" E, 56.00 feet; thence N 03°33'22" E, 75.23 feet; thence N 02°17'15" E, 71.88 feet; thence N 02°46'11" E, 64.18 feet; thence N 03°26'40" E, 54.95 feet; thence N 07°05'28" E, 60.49 feet; thence S 37°57'25" E, 59.39 feet; thence N 85°09'08" E, 80.64 feet; thence N 68°03'40" E, 136.00 feet; thence N 85°09'44" E, parallel with the centerline of W. Bluemound Road, 37.27 feet; thence N 73°59'30" E, 206.20 feet; thence N 01°37'30" W, 220.41 feet; thence N 85°09'44" E, parallel with the centerline of W. Bluemound Road, 298.00 feet; thence S 01°37'30" E, 167.77 feet; thence S 61°46'54" E coincident with the southerly line of W. Clybourn Street, 51.88 feet; thence northeasterly continuing coincident with the southerly line of W. Clybourn Street, and coincident with a curve to the left, Central Angle 122°08'33", Radius 28.66 feet; Chord Bearing N 88°08'29.5" E, Chord 50.16 feet, 61.09 feet; thence N 88°08'30" E continuing coincident with the southerly line of W. Clybourn Street, 45.00 feet; thence S 01°37'30" E, 117.09 feet; thence N 88°08'30" E, 236.46 feet to the westerly line of N. 44th Street; thence S 12°43'05" W coincident with the westerly line of N. 44th Street, 11.32 feet; thence S 18°18'56" W continuing coincident with the westerly line of N. 44th Street, 130.17 feet; thence S 04°57'41" E continuing coincident with the westerly line of N. 44th Street, 334.31 feet; thence S 04°32'39" E continuing coincident with the westerly line of N. 44th Street, 703.40 feet; thence S 10°12'21" E continuing coincident with the westerly line of N. 44th Street, 450.04 feet; thence S 11°17'35" E continuing coincident with the westerly line of N. 44th Street, 580.14 feet; thence S 01°26'46" E continuing coincident with the westerly line of N. 44th Street, 5.00 feet; thence N 88°43'07" E, 60.00 feet; thence N 01°26'46" W coincident with the easterly line of N. 44th Street, 10.35 feet; thence N 11°17'35" W coincident with the easterly line of N. 44th Street, 436.73 feet; thence N 77°33'45" E, 76.08 feet; thence N 01°26'46" W, 1.00 feet to the point beginning.

I further certify that this plat is a correct representation of the exterior boundaries and the land surveyed and described and that I have fully complied with the provisions of Section 70.27 of the Wisconsin Statutes in surveying, and mapping said land.

Dated this 2nd day of May, 2016
Gary D. Schneider S-1297



State of Wisconsin)
Sheboygan County) s.s.
Personally came before me this 2nd day of May, 2016, the above named Gary D. Schneider, to me known to be the person who surveyed the foregoing instrument and acknowledged the same.
Carolann Dunco
Notary Public, Wisconsin
My Commission expires 5/13/18
05/02/2016
REVISED 06/06/16



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31" W. THE WSPCS SOUTH ZONE '83 ('91) COORDINATES DIVIDED BY A SCALE FACTOR OF 0.99990695, AND SUBTRACT 2,000,000 FROM THE "X" VALUE EQUALS THE RECORDED AS (R.A.) COORDINATES. THE RECORDED AS COORDINATES ARE TAKEN FROM WISDOT PROJECT I.D.1350-07-21
ELEVATIONS REFERENCED TO U.S.G.S. 1929.
ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

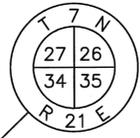
There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
Certified June 15th, 2016
Renée M. Doney
Department of Administration

LEGEND
SECTION LINE
QUARTER SECTION LINE
SIXTEENTH LINE
SCALE: 1" = 400'
SCALE IN FEET: 1"=300'

R.A. N 382,461.96 = RECORDED AS COORDINATES FROM R/W PROJECT #1350-07-21
R.A. E 506,771.00 = SCALE FACTOR=0.99990695

ASSESSOR'S PLAT OF MILLER PARK

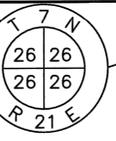
ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.



Y 382,426.37
X 2,506,537.74
R.A. N 382,461.96
R.A. E 506,771.00
SEWRPC CONC. MON.
W/BRASS CAP FOUND

LOT DETAILS

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X 2,509,121.42
R.A. N 385,202.05
R.A. E 509,354.92
SEWRPC CONC. MON.
W/BRASS CAP FOUND



Y 382,492.94
X 2,509,180.43
R.A. N 382,528.24
R.A. E 509,413.54
NOT MONUMENTED



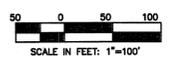
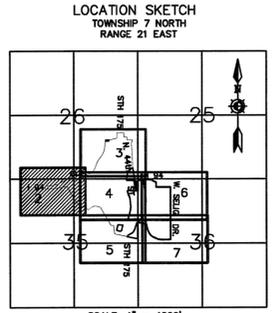
Y 379,825.15
X 2,509,248.49
R.A. N 379,860.50
R.A. E 509,482.00
SEWRPC CONC. MON.
W/BRASS CAP FOUND



05/02/2016
REVISED 06/06/16

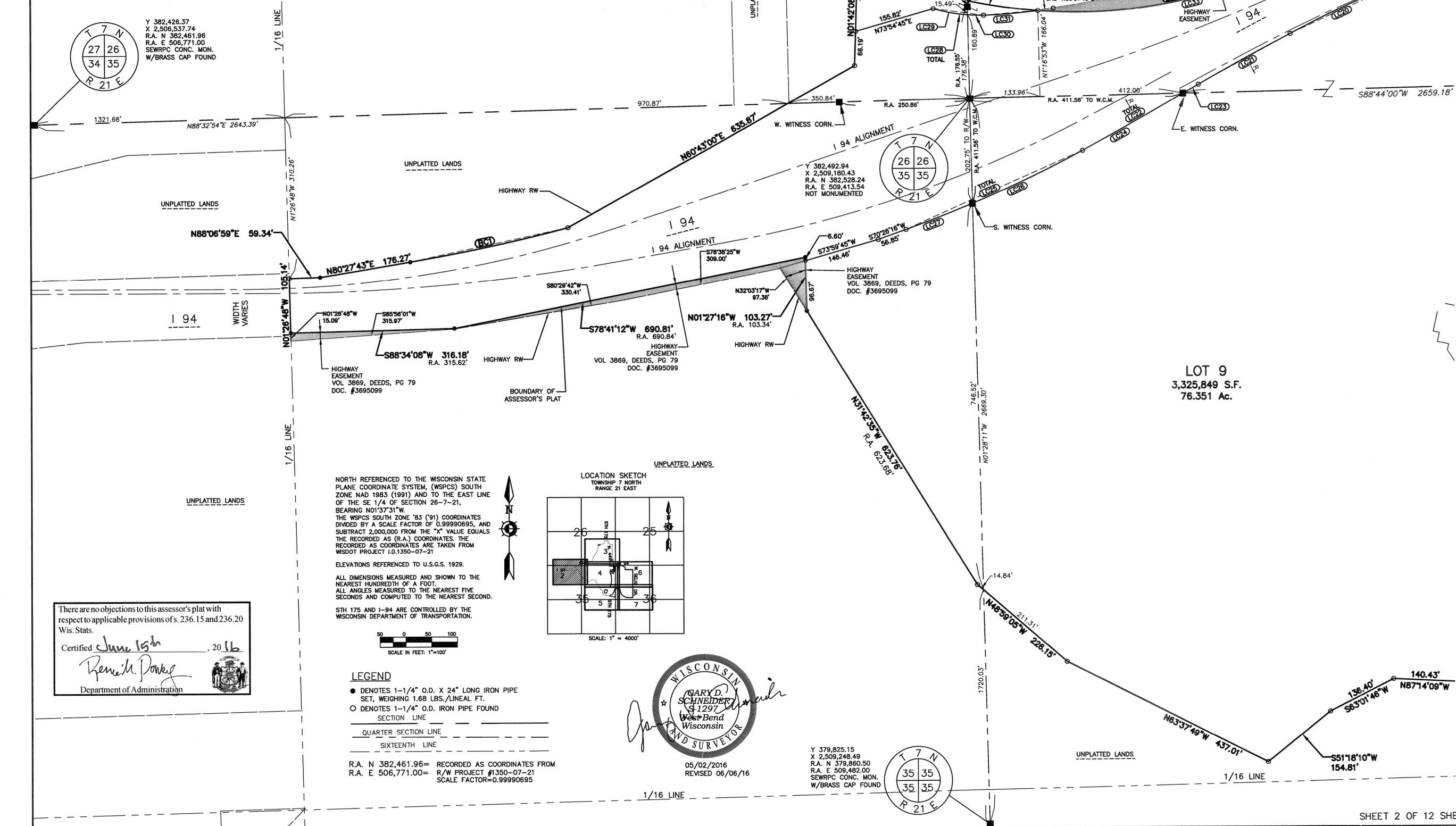
1/16 LINE

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31"W.
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ELEVATIONS REFERENCED TO U.S.G.S. 1929.
ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.



- LEGEND**
- DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
 - DENOTES 1-1/4" O.D. IRON PIPE FOUND
- SECTION LINE
QUARTER SECTION LINE
SIXTEENTH LINE
- R.A. N 382,461.96 = RECORDED AS COORDINATES FROM
R.A. E 506,771.00 = R/W PROJECT #1350-07-21
SCALE FACTOR=0.99990695

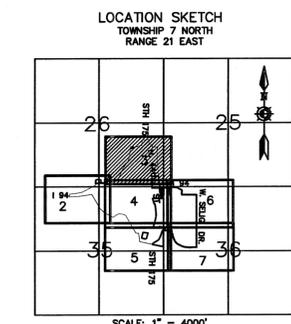
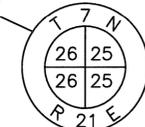
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Certified June 15th, 2016
Rene M. Porey
Department of Administration



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LOT DETAILS



Y 385,210.95
X 2,511,762.88
R.A. N 385,246.80
R.A. E 511,996.62
SEWRPC CONC. MON.
W/BRASS CAP FOUND

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LEGEND

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 - DENOTES 1-1/4" O.D. IRON PIPE FOUND
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R.A. E 506,771.00= R/W PROJECT #1350-07-21
SCALE FACTOR=0.99990695

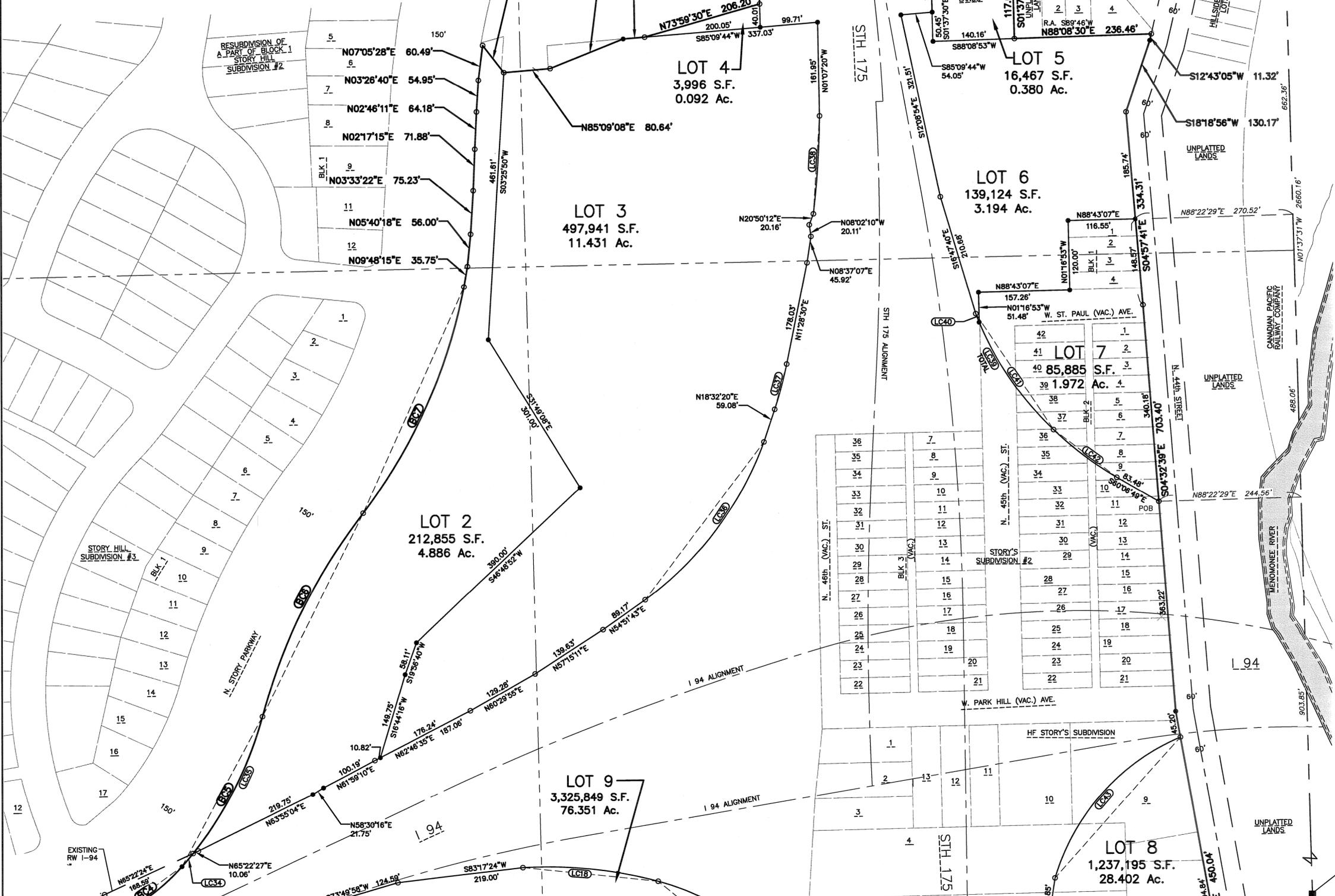
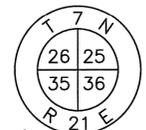


05/02/2016
REVISED 06/06/16

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.

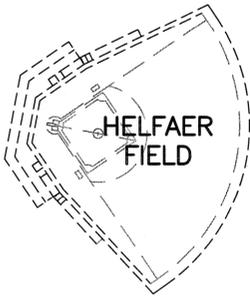
Certified June 15th, 2016
Bernice M. Poreg
Department of Administration

Y 382,552.11
X 2,511,838.32
R.A. N 382,587.71
R.A. E 512,072.07
SEWRPC CONC. MON.
W/BRASS CAP FOUND



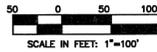
ASSESSOR'S PLAT OF MILLER PARK

ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31"W.
THE WSPCS SOUTH ZONE '83 ('91) COORDINATES DIVIDED BY A SCALE FACTOR OF 0.99990695, AND SUBTRACT 2,000,000 FROM THE "X" VALUE EQUALS THE RECORDED AS (R.A.) COORDINATES. THE RECORDED AS COORDINATES ARE TAKEN FROM WISDOT PROJECT I.D.1350-07-21

ELEVATIONS REFERENCED TO U.S.G.S. 1929.
ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDRETH OF A FOOT
ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.



NOTE:
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LEGEND

- DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
 - DENOTES 1-1/4" O.D. IRON PIPE FOUND
- SECTION LINE
QUARTER SECTION LINE
SIXTEENTH LINE
MEANDER LINE

R.A. N 382,461.96= RECORDED AS COORDINATES FROM
R.A. E 506,771.00= R/W PROJECT #1350-07-21
SCALE FACTOR=0.99990695

05/02/2016
REVISED 06/06/16



LOT 9
3,325,849 S.F.
76,351 Ac.

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
Certified June 15th, 2016
Renee M. Poway
Department of Administration

MILLER PARK

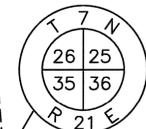
LOT 8
1,237,195 S.F.
28,402 Ac.

LOT 8
1,237,195 S.F.
28,402 Ac.

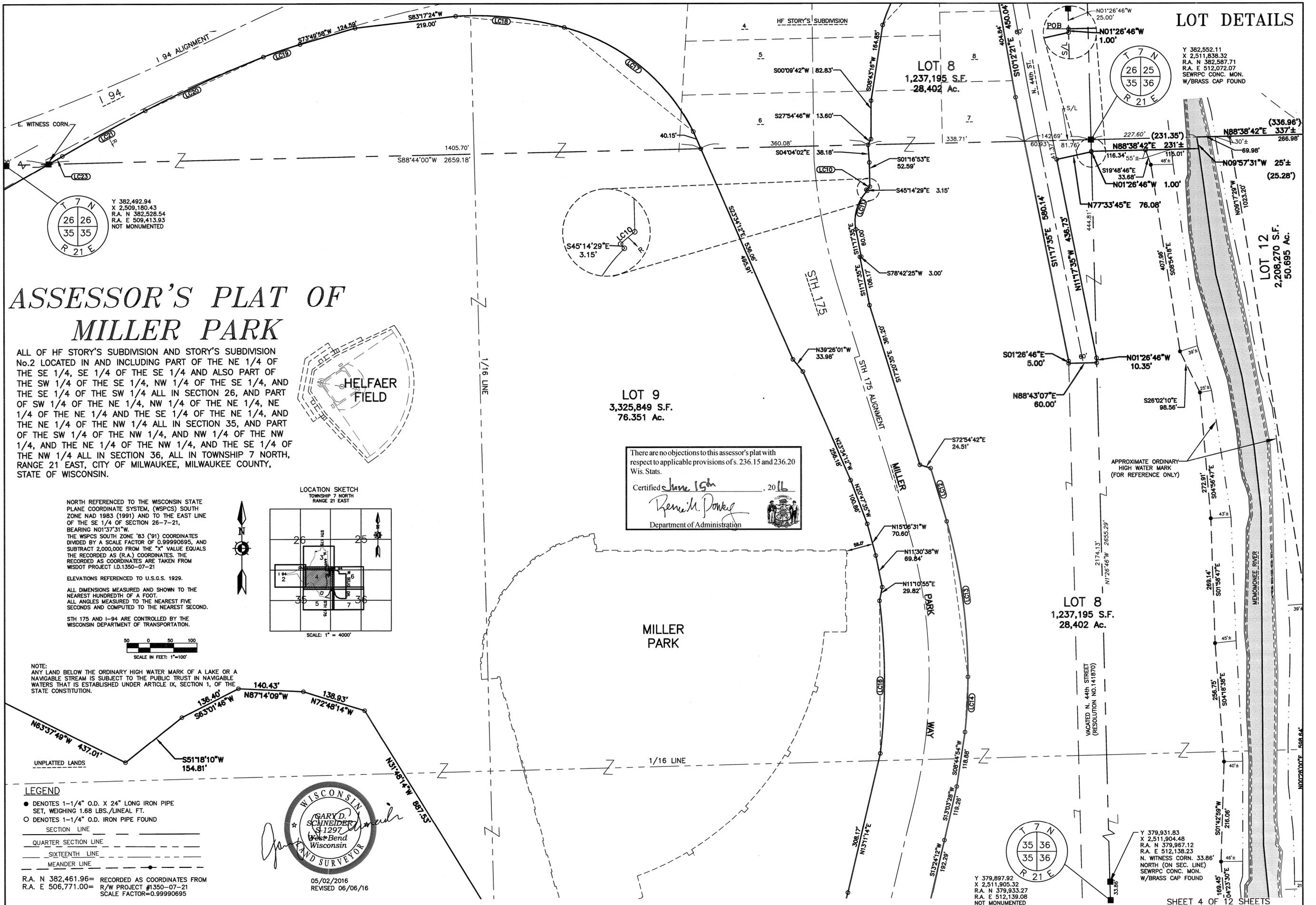
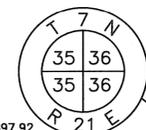
LOT 12
2,208,270 S.F.
50,695 Ac.

LOT DETAILS

Y 382,552.11
X 2,511,838.32
R.A. N 382,587.71
R.A. E 512,072.07
SEWRPC CONC. MON.
W/BRASS CAP FOUND



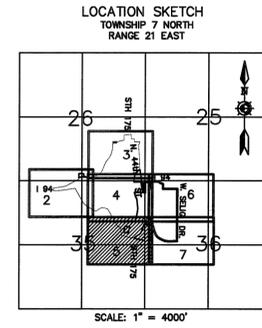
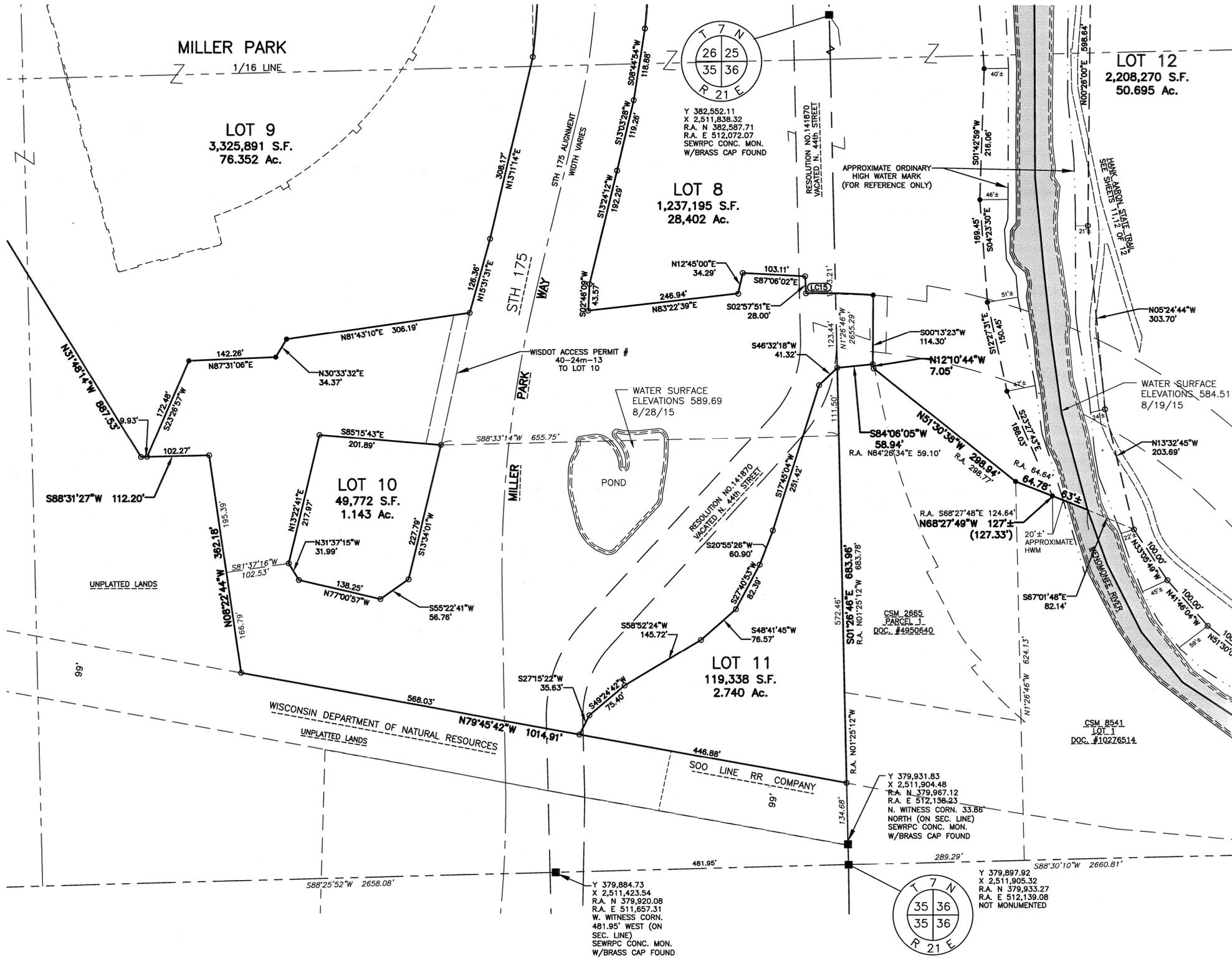
Y 379,931.83
X 2,511,904.48
R.A. N 379,967.12
R.A. E 512,138.23
N. WITNESS CORN. 33.86'
NORTH (ON SEC. LINE)
SEWRPC CONC. MON.
W/BRASS CAP FOUND



ASSESSOR'S PLAT OF MILLER PARK

LOT DETAILS

ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31\"W. THE WSPCS SOUTH ZONE '83 ('91) COORDINATES DIVIDED BY A SCALE FACTOR OF 0.99990695, AND SUBTRACT 2,000,000 FROM THE \"X\" VALUE EQUALS THE RECORDED AS (R.A.) COORDINATES. THE RECORDED AS COORDINATES ARE TAKEN FROM WISDOT PROJECT I.D.1350-07-21. ELEVATIONS REFERENCED TO U.S.G.S. 1929. ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND. STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.



LEGEND

- DENOTES 1-1/4\" O.D. X 24\" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- DENOTES 1-1/4\" O.D. IRON PIPE FOUND

- SECTION LINE
- - - QUARTER SECTION LINE
- - - SIXTEENTH LINE
- - - MEANDER LINE

R.A. N 382,461.96= RECORDED AS COORDINATES FROM R.A. E 506,771.00= R/W PROJECT #1350-07-21 SCALE FACTOR=0.99990695

NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

HANK AARON STATE TRAIL ADOPTED BY MILWAUKEE COUNTY BOARD RESOLUTION #96-655, QUIT CLAIM DEED MILWAUKEE COUNTY TO THE STATE OF WISCONSIN FOUND ON REEL 3958, IMAGE 1318, DOC. #7308803



05/02/2016
REVISED 06/06/16

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.

Certified June 15th, 2016
Rene M. Doney
Department of Administration

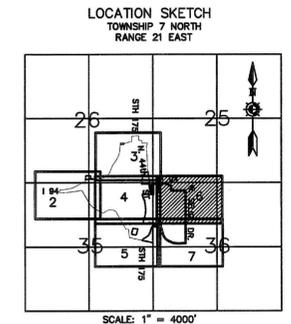
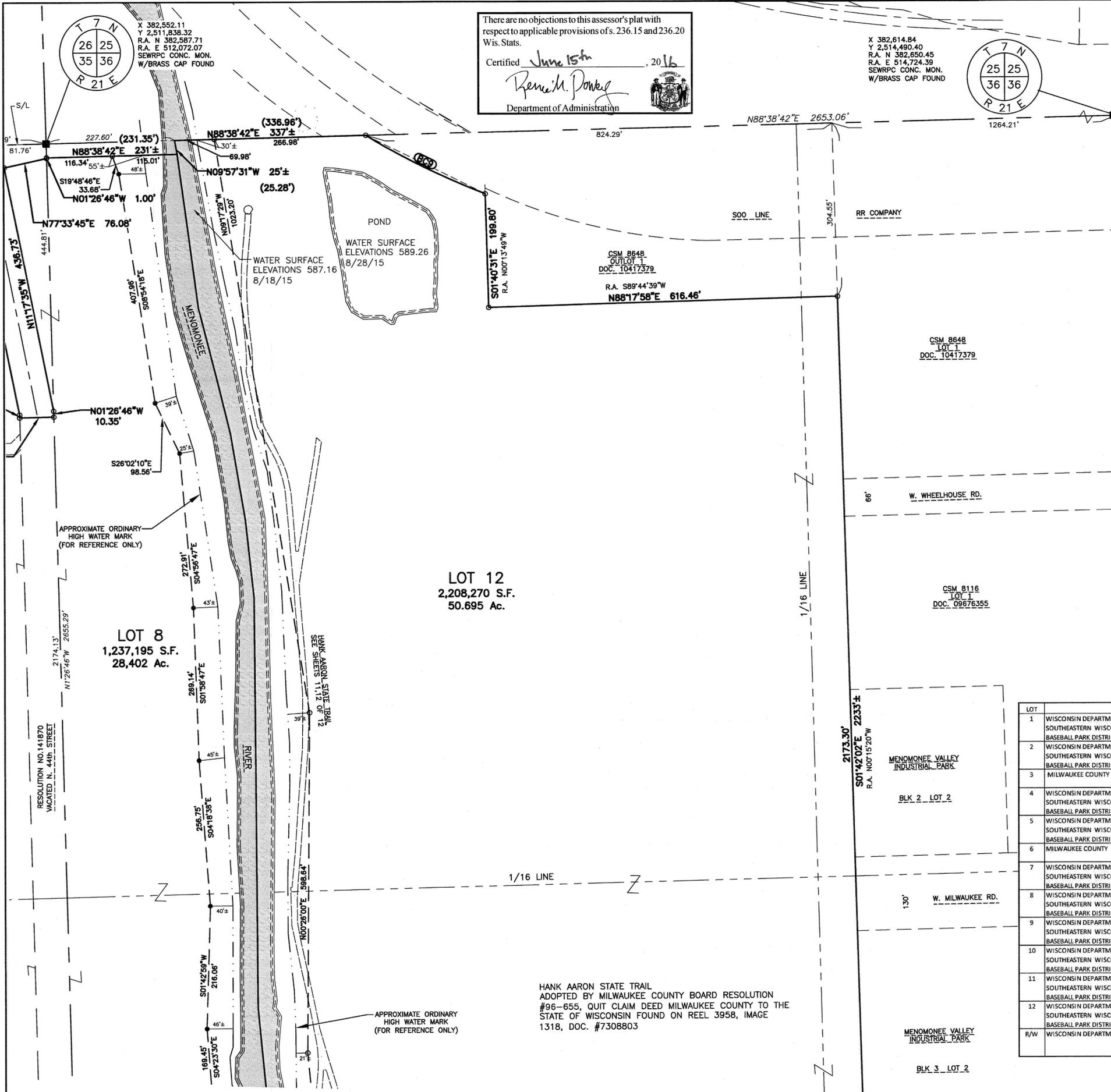
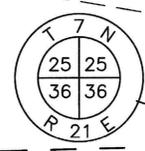


ASSESSOR'S PLAT OF MILLER PARK

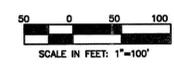
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There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
 Certified June 15th, 2016
Rene M. Power
 Department of Administration

X 382,614.84
 Y 2,514,490.40
 R.A. N 382,650.45
 R.A. E 514,724.39
 SEWRPC CONC. MON.
 W/BRASS CAP FOUND



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 STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.



LEGEND

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- DENOTES 1-1/4\" O.D. IRON PIPE FOUND
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH LINE
- MEANDER LINE

R.A. N 382,461.96 = RECORDED AS COORDINATES FROM R.A. E 506,771.00 = R/W PROJECT #1350-07-21 SCALE FACTOR=0.99990695

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05/02/2016
 REVISED 06/06/16

BOUNDARY AGREEMENT TABLE

The undersigned acknowledging receiving notice of this Assessor's Plat as required by Sec. 70.27(5), Wis. Stats. and having opportunity to review this Assessor's Plat and agree to the property boundaries depicted herein.

LOT	OWNER	VOL	PG	DOC NO	AREA	SIGNATURE
1	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 4099	I 574-582	7395540	33,846 S.F. 0.777 Ac.	WISCONSIN DEPARTMENT OF ADMINISTRATION
2	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 3958	I 1318	7308803	212,847 S.F. 4.886 Ac.	<i>Scott A. Neitzel</i> SCOTT A. NEITZEL, SECRETARY WISCONSIN DEPARTMENT OF ADMINISTRATION
3	MILWAUKEE COUNTY	D 2975	P 276-280	3084109	497,959 S.F. 11.432 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
4	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 3958	I 1318	7308803	20,208 S.F. 11.432 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
5	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 3958	I 1318	7308803	20,968 S.F. 0.481 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
6	MILWAUKEE COUNTY	D 2975	P 276-280	3084109	85,883 S.F. 1.972 Ac.	CLAUDIA PETERSON SE REGION TECHNICAL SERVICE CHIEF
7	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 2975 R 3958	I 376-280 I 1318	3084109 7308803	85,883 S.F. 1.972 Ac.	MILWAUKEE COUNTY
8	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 4459 R 3958	I 2448-2458 I 1318	7653357 7308803	1,237,195 S.F. 28.402 Ac.	CLAYTON J. HANSEN COUNTY EXECUTIVE
9	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 4099 R 3958	I 574-582 I 1318	7395540 7308803	3,325,891 S.F. 76.352 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
10	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 3958 R 4099	I 1318 I 574 582	7308803 7395540	49,746 S.F. 1.142 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
11	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 3958	I 1318	7308803	119,354 S.F. 2.740 Ac.	WISCONSIN DEPARTMENT OF TRANSPORTATION
12	WISCONSIN DEPARTMENT OF ADMINISTRATION SOUTHEASTERN WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT	R 4459	I 2448-2458	7653357	2,208,270 S.F. 50.695 Ac.	<i>Michael R. Duckett</i> MICHAEL R. DUCKETT, P.L.S. EXECUTIVE DIRECTOR
R/W	WISCONSIN DEPARTMENT OF TRANSPORTATION					

ASSESSOR'S PLAT OF MILLER PARK

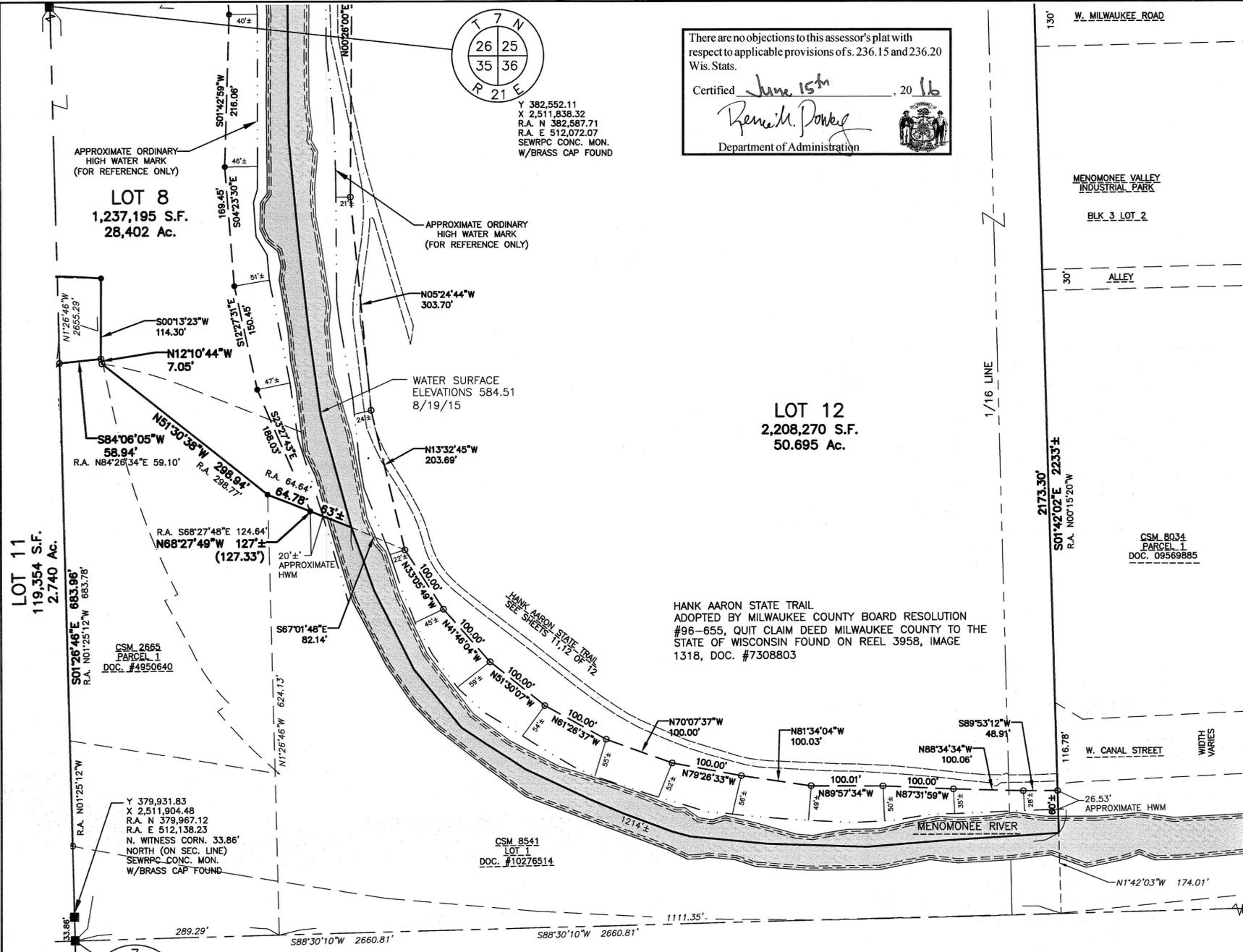
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There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
 Certified June 15th, 2016
Rene M. Donkey
 Department of Administration

Curve #	Delta	Deflection Angle	Radius	Length	Chord Direction	Chord	Tangent Bearing In	Tangent Bearing Out
BC1	5°05'55"	2°32'57.5"	3500.32	311.49	N77°54'45.5"E	311.39	N80°27'43"E	N75°21'48"E NT
BC2	29°43'01"	14°51'30.5"	405.00	210.06	S89°40'27.5"E	207.71	N75°28'02"E NT	S74°48'57"E NT
BC3	34°54'40"	17°27'20"	972.71	592.69	N84°47'10"E	583.56	S77°45'30"E NT	N67°19'50"E
BC4	25°49'57"	12°54'58.5"	337.50	152.17	N54°24'51.5"E	150.88	N67°19'50"E	N41°29'53"E
BC5	26°21'03"	13°24'58.5"	643.42	295.91	N28°19'21.5"E	293.31	N41°29'53"E	N15°08'50"E
BC6	22°25'55"	11°12'57.5"	1004.92	393.44	N28°21'47.5"E	390.93	N15°08'50"E	N37°34'45"E NT
BC7	26°19'08"	13°09'34"	939.49	431.55	N24°19'14"E	427.77	N37°28'48"E NT	N11°09'40"E NT
BC8	122°08'33"	31°04'16.5"	28.66	61.09	N88°08'29.5"E	50.16	S30°47'14"E NT	N27°04'13"E NT
BC9	10°43'32"	5°21'46"	1257.63	235.42	S63°52'44"E	235.08	S58°30'58"E NT	S69°14'30"E NT

Curve #	Delta	Deflection Angle	Radius	Length	Chord Direction	Chord	Tangent Bearing In	Tangent Bearing Out
LC10	6°02'57"	3°01'28.5"	94.76	10.00	S49°11'30.5"W	10.00	S52°12'59"W NT	S46°10'01"W NT
LC11	56°10'17"	28°05'08.5"	91.76	89.96	S16°46'56.5"W	86.40	S44°52'05"W NT	S11°18'12"E NT
LC12	1°05'54"	0°32'57"	6262.72	120.04	S17°06'27"E	120.04	S17°39'24"E NT	S16°33'30"E NT
LC13	15°50'54"	7°55'27"	1228.78	339.89	S07°55'30"E	338.80	S15°50'57"E NT	S00°00'03"E NT
LC14	6°11'39"	3°05'49.5"	1101.40	119.07	S03°04'44.5"W	119.01	S00°01'05"E NT	S06°10'34"W NT
LC15	6°14'10"	3°07'05"	1022.43	111.28	S88°33'56"E	111.23	N88°18'59"E NT	S85°26'51"E NT
LC16	13°43'11"	6°51'35.5"	1379.41	330.31	N00°18'44.5"W	329.52	N06°32'51"E NT	N07°10'20"W NT
LC17	48°18'17"	24°09'08.5"	437.02	368.44	N50°59'35.5"W	357.62	N26°50'27"W NT	N75°08'44"W NT
LC18	18°14'32"	9°07'16"	741.65	236.13	N84°07'25"W	235.13	S86°45'19"W NT	N75°00'09"W NT
LC19	5°37'51"	2°48'55.5"	849.00	83.44	S71°23'44.5"W	83.40	S74°12'40"W NT	S68°34'49"W
LC20	6°15'38"	3°07'49"	2549.00	278.51	S65°27'00"W	278.37	S68°34'49"W	S62°19'11"W
LC21	2°00'26"	1°00'13"	5796.99	203.11	S61°18'58"W	203.10	S62°19'11"W	S60°18'45"W
LC22	0°53'21"	0°26'40.5"	16734.14	259.70	S60°45'25.5"W	259.69	S60°18'45"W	S61°12'06"W
LC23	0°07'04"	0°03'32"	16734.14	34.41	S60°22'17"W	34.41	S60°18'45"W	S60°25'49"W
LC24	0°46'17"	0°23'08.5"	16734.14	225.29	S60°48'57.5"W	225.29	S60°25'49"W	S61°12'06"W
LC25	9°14'11"	4°37'05.5"	2301.00	370.93	S65°49'11.5"W	370.53	S61°12'06"W	S70°26'16"W
LC26	5°48'55"	2°54'27.5"	2301.00	233.54	S64°06'33.5"W	233.44	S61°12'06"W	S67°00'59"W
LC27	3°25'16"	1°42'38"	2301.00	137.39	S68°43'38"W	137.37	S67°01'00"W	S70°26'16"W
LC28	17°37'46"	8°48'53"	317.08	97.56	S82°13'59"E	97.18	S73°25'06"E NT	N88°57'08"E NT
LC29	12°09'09"	6°04'34.5"	317.08	67.25	S79°29'40.5"E	67.13	S73°25'06"E	S85°34'15"E
LC30	5°28'37"	2°44'18.5"	317.08	30.31	S88°18'33.5"E	30.30	S85°34'15"E	N88°57'08"E NT
LC31	6°28'06"	3°14'03"	920.34	103.90	N85°01'28"E	103.84	N88°15'31"E NT	N81°47'25"E NT
LC32	8°00'09"	4°00'04.5"	972.71	135.86	S81°45'34.5"E	135.75	S77°45'30"E NT	S85°45'39"E
LC33	26°54'31"	13°27'15.5"	972.71	456.83	N80°47'05.5"E	452.64	S85°45'39"E	N67°19'50"E
LC34	2°38'20"	1°19'10"	643.42	29.63	N40°10'43"E	29.63	N41°29'53"E NT	N38°51'33"E
LC35	23°42'43"	11°51'21.5"	643.42	266.28	N27°00'11.5"E	264.38	N38°51'33"E	N15°08'50"E NT
LC36	33°46'13"	16°53'06.5"	586.58	345.73	N36°58'14"E	340.75	N53°51'22"E NT	N20°05'07"E NT
LC37	7°03'50"	3°31'55"	660.00	81.37	N15°00'25"E	81.32	N18°32'20"E	N11°28'30"E
LC38	6°04'24"	3°02'12"	1598.58	169.45	N03°37'43"E	169.37	N06°39'55"E NT	N00°35'31"E NT
LC39	25°39'39"	12°49'49.5"	542.97	243.18	S33°43'31.5"E	241.15	S20°53'42"E NT	S46°33'21"E NT
LC40	1°41'29"	0°50'44.5"	542.97	16.03	S21°44'26.5"E	16.03	S20°53'42"E NT	S22°35'11"E
LC41	23°58'10"	11°59'05"	542.97	227.15	S34°34'16"E	225.50	S22°35'11"E	S46°33'21"E NT
LC42	14°08'38"	7°04'19"	555.89	137.23	S53°02'31"E	136.88	S45°58'11"E NT	S60°06'49"E
LC43	50°04'14"	25°02'07"	384.28	335.82	S41°42'09"W	325.25	S66°44'16"W NT	S16°40'02"W NT

* BC-BOUNDARY CURVE
 LC-LOT CURVE



HANK AARON STATE TRAIL
 ADOPTED BY MILWAUKEE COUNTY BOARD RESOLUTION #96-655, QUIT CLAIM DEED MILWAUKEE COUNTY TO THE STATE OF WISCONSIN FOUND ON REEL 3958, IMAGE 1318, DOC. #7308803

CITY CLERK COMPLIANCE CERTIFICATION
 I hereby certify that the ASSESSOR'S PLAT of MILLER PARK was ordered by the City of Milwaukee Common Council by Resolution No. 150147 approved on June 2, 2015, that all notices required by Sec. 70.27(8), Wis. Stats., for said plat were published and said plat was on file in the Office of City Clerk for a period of 30 days during which time the City received no notice of any lawsuit being commenced to have the plat corrected. All other provisions of Sec. 70.27, Wis. Stats., having been complied with, the ASSESSOR'S PLAT OF MILLER PARK was approved by the City of Milwaukee by passage of Resolution No. 160032 on September 20, 2016.
James R. Owczarski, City Clerk

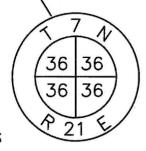
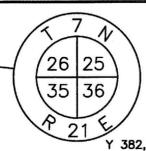
LEGEND
 ● DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
 ○ DENOTES 1-1/4" O.D. IRON PIPE FOUND

SECTION LINE _____
 QUARTER SECTION LINE _____
 SIXTEENTH LINE _____
 MEANDER LINE _____

R.A. N 382,461.96 = RECORDED AS COORDINATES FROM
 R.A. E 506,771.00 = R/W PROJECT #1350-07-21
 SCALE FACTOR=0.99990695

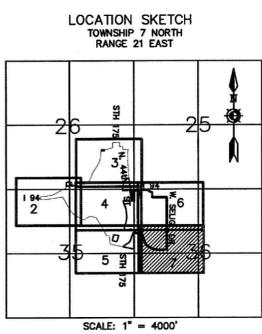


05/02/2016
 REVISED 06/06/16



NOTE:
 ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31"W.
 THE WSPCS SOUTH ZONE '83 ('91) COORDINATES DIVIDED BY A SCALE FACTOR OF 0.99990695, AND SUBTRACT 2,000,000 FROM THE "X" VALUE EQUALS THE RECORDED AS (R.A.) COORDINATES. THE RECORDED AS COORDINATES ARE TAKEN FROM WISDOT PROJECT I.D.1350-07-21
 ELEVATIONS REFERENCED TO U.S.G.S. 1929.
 ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
 ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
 STH 175 AND I-94 ARE CONTROLLED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.



ASSESSOR'S PLAT OF MILLER PARK

ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.

PRIVATE RING ROADS

REQUIRED BY THE CITY OF MILWAUKEE
CODE OF ORDINANCE #113-1

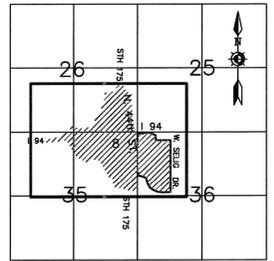
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ELEVATIONS REFERENCED TO U.S.G.S. 1929.

ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.

PRIVATE RING ROADS ARE SUBJECT TO ACCESS EASEMENT DOC. #10531386

LOCATION SKETCH
TOWNSHIP 7 NORTH
RANGE 21 EAST



SCALE: 1" = 400'



Curve #	Delta	Deflection Angle	Radius	Length	Chord Direction	Chord	Tangent Bearing In	Tangent Bearing Out
AC80	10°46'25"	5°13'17.5"	1500.00	282.05	N21°40'48.5"E	281.64	N27°04'01"E	N16°17'36"E
AC81	34°13'03"	17°06'31.5"	200.00	119.44	N44°10'32.5"E	117.67	N61°17'04"E	N27°04'01"E
AC82	30°23'57"	15°11'58.5"	775.00	411.19	N76°29'02.5"E	406.38	S88°18'59"E	N61°17'04"E
AC83	65°11'47"	32°35'53.5"	125.00	142.24	S55°43'05.5"E	134.69	S23°07'12"E	S88°18'59"E
AC84	30°15'15"	15°07'37.5"	135.00	71.28	S38°14'49.5"E	70.46	S23°07'12"E	S53°22'27"E
AC85	29°46'37"	14°53'18.5"	215.00	111.74	S38°29'07.5"E	110.48	S23°35'49"E	S53°22'27"E
AC86	16°17'25"	8°08'42.5"	200.00	56.86	S15°27'06.5"E	56.67	S07°18'24"E	S23°35'49"E
AC87	84°15'52"	42°07'56"	120.00	176.48	S49°26'20"E	161.00	S07°18'24"E	N88°25'44"E
AC88	43°29'00"	21°44'30"	919.21	697.61	N66°31'26"W	680.99	N44°46'56"W	N88°15'56"W
AC89	54°11'40"	27°05'50"	834.87	789.68	N71°52'46"W	760.57	N44°46'56"W	S81°01'24"W
AC90	66°57'05"	33°28'32.5"	282.17	329.73	N65°30'03.5"W	311.29	N32°01'31"W	S81°01'24"W
AC91	17°20'08"	8°40'04"	438.00	132.52	N23°21'27"W	132.02	N14°41'23"W	N32°01'31"W
AC92	57°57'22"	28°58'41"	230.00	232.65	N43°40'04"W	222.86	N14°41'23"W	N72°38'45"W
AC93	44°12'58"	22°06'29"	228.36	176.23	S85°14'46"W	171.89	N72°38'45"W	S63°08'17"W
AC94	53°09'09"	26°34'34.5"	180.00	166.98	S89°42'51.5"W	161.06	N63°42'35"W	S63°08'17"W
AC95	14°44'53"	7°22'26.5"	300.00	77.22	N56°20'08.5"W	77.01	N48°57'42"W	N63°42'35"W
AC96	61°16'57"	30°38'28.5"	211.00	225.88	N18°19'13.5"W	215.08	N12°19'15"E	N48°57'42"W
AC97	3°58'21"	1°59'10.5"	1500.00	104.00	N14°18'25.5"E	103.98	N16°17'36"E	N12°19'15"E
AC98	43°56'32"	21°58'16"	283.00	217.04	N17°10'10"E	211.76	N39°08'26"E	N04°48'06"W
AC99	41°00'57"	20°30'28.5"	325.00	232.66	N18°37'57.5"E	227.72	N39°08'26"E	N01°52'31"W
AC100	19°42'46"	9°51'23"	800.00	275.24	N11°43'54"W	273.88	N01°52'31"W	N21°35'17"W
AC101	56°34'15"	28°17'07.5"	250.00	246.84	S45°00'17.5"E	236.93	S16°43'10"E	S73°17'24"E

* AC-ALIGNMENT CURVE (RING ROADS)

HANK AARON STATE TRAIL
ADOPTED BY MILWAUKEE COUNTY BOARD RESOLUTION #96-655, QUIT CLAIM DEED MILWAUKEE COUNTY TO THE STATE OF WISCONSIN FOUND ON REEL 3958, IMAGE 1318, DOC. #7308803



05/02/2016
REVISED 06/06/16

LEGEND

- DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- DENOTES 1-1/4" O.D. IRON PIPE FOUND

SECTION LINE

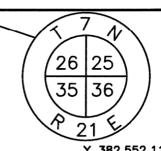
QUARTER SECTION LINE

SIXTEENTH LINE

MEANDER LINE

R.A. N 382,461.96= RECORDED AS COORDINATES FROM
R.A. E 506,771.00= R/W PROJECT #1350-07-21
SCALE FACTOR=0.99990695

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
Certified June 15th, 2016
Reneck Ponke
Department of Administration



LOT 8
1,237,195 S.F.
28.402 Ac.

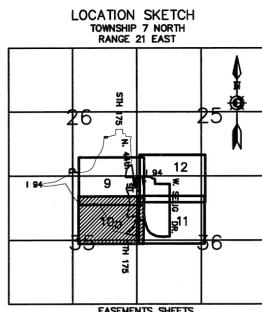
LOT 9
3,325,849 S.F.
76,351 Ac.

LOT 10
49,772 S.F.
1.142 Ac.

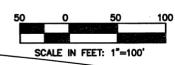
LOT 11
119,338 S.F.
2.740 Ac.

ASSESSOR'S PLAT OF MILLER PARK

ALL OF HF STORY'S SUBDIVISION AND STORY'S SUBDIVISION No.2 LOCATED IN AND INCLUDING PART OF THE NE 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND ALSO PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SW 1/4 ALL IN SECTION 26, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4, AND NW 1/4 OF THE NW 1/4, AND THE NE 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN.



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ELEVATIONS REFERENCED TO U.S.G.S. 1929.
ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.



LEGEND

- DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
 - DENOTES 1-1/4" O.D. IRON PIPE FOUND
 - HORIZONTAL PI OR CHANGE OF DIRECTION. DOES NOT INDICATE A MONUMENT
- SECTION LINE
 QUARTER SECTION LINE
 SIXTEENTH LINE
 MEANDER LINE
- R.A. N 382,461.96= RECORDED AS COORDINATE FROM R/W PROJECT #1350-07-21 SCALE FACTOR=0.99990695
 R.A. E 506,771.00=
- N88°08'38"W TEXT SANITARY SEWER EASEMENT
 N88°08'38"W TEXT WATERMAIN EASEMENT



05/02/2016
REVISED 06/06/16

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.

Certified June 15th, 2016

Renee M. Power
Department of Administration

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

STH 175

STH 175 REFERENCE LINE

WISDOT ACCESS PERMIT #40-24m-13 TO LOT 10

STORM SEWER EASM. DOC. No.4000016 DOC. No.6906919

ROADWAY EASM. DOC. No.4950640

VACATED N. 44th STREET (RESOLUTION NO.141870)

ACCESS EASEMENT DOC. #10026863

SOO LINE RR COMPANY

VACATED N. 44th STREET (RESOLUTION NO.141870) DOC. 10483254

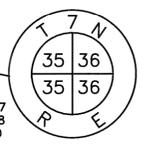
WEPCO DISTRIBUTION EASEMENT UNDERGROUND DOC. 10369030

DECLARATION OF ACCESS EASEMENT DOC.10526676

SERVICE ROAD EASEMENT DOC. 09854549

Y 379,931.83
X 2,511,904.48
R.A. N 379,967.12
R.A. E 512,138.23
N. WITNESS CORN. 33.86'
NORTH (ON SEC. LINE)
SEWRPC CONC. MON.
W/BASS CAP FOUND

Y 379,897.92
X 2,511,905.32
R.A. N 379,933.27
R.A. E 512,139.08
NOT MONUMENTED



ASSESSOR'S PLAT OF MILLER PARK

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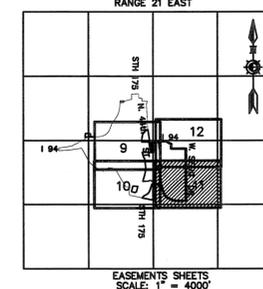
There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.
 Certified June 15th, 2016
Rene M. Poway
 Department of Administration

LOT 8
 1,237,195 S.F.
 28.402 Ac.

HANK AARON STATE TRAIL
 ADOPTED BY MILWAUKEE COUNTY BOARD RESOLUTION #96-655, QUIT CLAIM DEED MILWAUKEE COUNTY TO THE STATE OF WISCONSIN FOUND ON REEL 3958, IMAGE 1318, DOC. #7308803

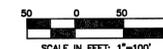
LOT 12
 2,208,270 S.F.
 50.695 Ac.

LOCATION SKETCH
 TOWNSHIP 7 NORTH
 RANGE 21 EAST



NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, (WSPCS) SOUTH ZONE NAD 1983 (1991) AND TO THE EAST LINE OF THE SE 1/4 OF SECTION 26-7-21, BEARING N01°37'31"W.
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 ELEVATIONS REFERENCED TO U.S.G.S. 1929.

ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT.
 ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.



C/L GEOMETRY OF HANK AARON STATE TRAIL
 WIDTH VARIES

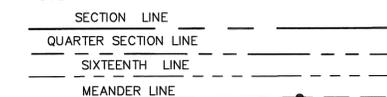
Line #	Length	Direction
L2	86.06	N87°56'55"E
L3	126.02	N84°30'11"W
L4	66.75	N86°09'53"W
L5	151.69	N87°25'57"W
L6	95.40	N73°34'09"W
L7	76.53	N67°18'56"W
L8	36.48	N60°34'29"W
L9	34.15	N56°01'56"W
L10	256.01	N52°18'21"W
L11	19.70	N46°19'36"W
L12	18.55	N37°29'20"W
L13	18.34	N29°42'14"W
L14	52.61	N17°46'07"W

Line #	Length	Direction
L15	39.28	N26°48'54"W
L16	60.99	N32°08'07"W
L17	50.81	N24°07'28"W
L18	148.35	N7°10'09"W
L19	26.47	N0°59'56"W
L20	121.94	N6°59'16"E
L21	25.01	N2°10'41"E
L22	40.30	N8°20'54"W
L23	240.26	N16°32'40"W
L24	195.02	N12°00'20"W
L25	52.89	S0°19'41"E
L26	282.92	N4°19'13"E
L27	94.40	N0°01'38"E

Line #	Length	Direction
L28	197.81	N4°36'44"W
L29	251.75	N9°20'26"E
L30	152.80	N4°57'09"W
L31	16.85	N10°16'29"W
L32	18.79	N12°17'59"W
L33	19.05	N20°07'22"W
L34	76.94	N26°54'27"W
L35	89.82	N11°21'12"W
L36	139.22	N4°40'58"W
L37	40.97	N1°05'03"E
L38	105.53	N4°15'12"E

LEGEND

- DENOTES 1-1/4" O.D. X 24" LONG IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- DENOTES 1-1/4" O.D. IRON PIPE FOUND
- HORIZONTAL PI OR CHANGE OF DIRECTION. DOES NOT INDICATE A MONUMENT



R.A. N 382,461.96= RECORDED AS COORDINATE FROM R/W PROJECT #1350-07-21
 R.A. E 506,771.00= SCALE FACTOR=0.99990695
 TEXT SANITARY SEWER EASEMENT
 TEXT WATERMAIN EASEMENT



05/02/2016
 REVISED 06/06/16



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040



APPENDIX B

Wisconsin Professional Baseball Park District
General Terms and Conditions to Professional Services Contract

GENERAL TERMS AND CONDITIONS TO PROFESSIONAL SERVICES CONTRACT WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT (“DISTRICT”)

ARTICLE 1 GENERAL PROVISIONS

1.1 The Contract

1.1.1 The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents

1.2.1 The Contract shall consist of these General Terms and Conditions; a signed Purchase Order issued by the Wisconsin Professional Baseball Park District (“**District**”); a signed accepted proposal; and, as applicable, those certain drawings, shop drawings, specifications, schedules, exhibits and addenda attached hereto (collectively, the “**Contract Documents**”). In addition, the Contract is also subject to the Guidelines Governing Wisconsin Professional Baseball Park District Relationship with Outside Professional Service Providers which can be found on the District’s website, www.wibaseballdistrict.com. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services (as defined in Section 2.1.1, below) by the Professional Service Provider (“**Service Provider**”) for the Project (as defined or otherwise identified on the District's executed Purchase Order). Where there is conflict in provisions between individual Contract Documents, the terms and conditions of these General Terms and Conditions shall control. In case of any conflict in provisions in the individual contract documents that are specific to the Services (e.g., specifications, deadlines, etc.), the most stringent specification and earliest deadlines shall govern.

ARTICLE 2 SERVICE PROVIDER

2.1 Scope of Services

2.1.1 The Service Provider shall perform the services set forth on the signed Purchase Order and accepted proposal (the “**Services**”) in the manner and in the time set forth therein.

2.2 Covenants; Representations and Warranties of Service Provider

2.2.1 The Service Provider shall serve as the professional technical advisor and consultant to the District in matters arising out of or incidental to the performance of the Contract, and in that capacity, the Service Provider shall not have a contractual duty or responsibility to any other person or party or individual regarding the Services under the Contract, except as that duty may arise under the laws of the State of Wisconsin or expressly under the Contract.

2.2.2 Professional Services performed or furnished under the Contract shall satisfy the Standard of Care (as hereafter defined) and shall be governed by the licensing requirements under the Wisconsin Statutes and the Wisconsin Administrative Code. The Service Provider represents, by accepting the Contract, that it possesses the necessary skills and other qualifications to perform all required Services under the Contract and is familiar with the practices in the locality where such Services and work shall be performed.

2.2.3 The Service Provider's Services consist of those Services performed directly by the Service Provider and its employees, and also Service Provider's consultants as set forth elsewhere in the Contract. The Service Provider shall be responsible for the provision of any and all labor, administration, materials, equipment, or other items necessary and to perform the Services to be provided by the Service Provider under the Contract.

2.2.4 The Service Provider's Services shall be performed as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. The Service Provider shall use its best efforts, skill, judgment, and abilities in performing the services and to further the interests of the District, in accordance with the Standard of Care and in compliance with all applicable federal, state and municipal laws, regulations, rules, codes, ordinances, and orders of any governmental authority having jurisdiction (collectively the “**Legal Requirements**”).

2.2.5 The Service Provider represents and agrees that all Services, from the inception of the Contract until the work has been fully completed and approved by the District, shall be performed (a) in accordance with the terms and subject to the conditions set forth in the Contract Documents and in compliance with all applicable laws, and Service Provider shall devote adequate resources to meet its obligations under the Contract; (b) using personnel of required skill, experience, licenses, and qualifications, (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider’s field; and (e) to the reasonable satisfaction of the District (the “**Standard**”).

of Care"). The Service Provider will at all times satisfy the Standard of Care when performing Services under the Contract and represents and agrees that its Services, when completed, will be in compliance with all Legal Requirements and that the Services and the District's use thereof, do not and will not infringe any intellectual property right of any third party. Nothing in this agreement shall prevent the District from performing for itself or acquiring from other providers the same or similar services. Any changes to the scope of Services must be agreed by the parties in a written amendment in accordance with Section 8.3.

2.2.6 The Service Provider represents and agrees that all persons (including sub-consultants) who are directly supervising the professional Services for the Project set forth herein are duly licensed to practice under the laws of the State of Wisconsin and that all Services provided hereunder shall be performed under the direct supervision of individuals properly licensed under the laws of the State of Wisconsin.

2.2.7 The Service Provider may, subject in each instance to the prior written approval of the District, enter into written agreements with sub-consultants (individually a "Consultant" and collectively "Consultants") as the Service Provider deems necessary or appropriate in order to assist the Service Provider in providing its Services hereunder, provided that each such agreement shall provide that each such Consultant, to the extent of the Services to be provided by it, shall be bound by all applicable terms of the Contract and shall assume toward the Service Provider all the applicable obligations and responsibilities which the Service Provider by the terms of the Contract assumes toward the District.

2.3 Time of the Essence

2.3.1 TIME IS OF THE ESSENCE in all times set forth in the Service Provider's Purchase Order. If the Service Provider is delayed at any time in the progress of the Services by a cause that could not be reasonably anticipated and that was beyond the Service Provider's control and upon written approval from the District, the time for performance may be extended by a revised Purchase Order. No other extensions of time shall be approved. The date of commencement of the Services ("Commencement Date") and the date upon which Service Provider shall complete the Services ("Completion Date") shall be as set forth in the Purchase Order.

2.4 Accounting Records of Service Provider

2.4.1 All of the Service Provider's records, including but not limited to those relating to Service Provider's direct personnel, Consultants, materials provided, and reimbursable expenses pertaining to the Services shall be kept in accordance with Generally Accepted Accounting Principles ("GAAP") and shall be available to the District or an authorized representative for inspection or audit, at all reasonable times upon prior notice to the Service Provider, throughout the term of the Contract and for at least three (3) years after final payment to the Service Provider.

2.5 Indemnification

2.5.1 To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the District, the Milwaukee Brewers Baseball Club, L.P. (the "Brewers"), Major League Baseball, and the directors, authorized representatives, consultants and agents of each ("Indemnitees") from and against all claims, liabilities, costs, damages, losses, payments, judgments, and expenses including, but not limited to, reasonable attorneys' fees and other litigation expenses (collectively, "Losses"), arising out of or resulting from: (a) bodily injury, death of any person, sickness, disease, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider personnel and subconsultants; or (b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in the Contract. This obligation is in addition to any other obligations set forth herein or under applicable law. In claims against any person or entity indemnified under this Subsection 2.5.1 by an employee of the Service Provider, anyone directly or indirectly employed by Service Provider, or anyone for whose acts Service Provider may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Service Provider under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Service Provider under this Subsection 2.5.1 shall not extend to indemnification for the liability (but only to the extent of such liability) of the District, or its directors, authorized representatives, consultants, or agents arising out of (1) their negligence or willful misconduct; (2) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, except those required of the Service Provider under the Contract; or (3) the giving or failure to give directions or instructions by the District or its directors, authorized representatives, consultants, and agents, provided such giving or failure to give is the primary cause of the injury or damage, except to the extent Service Provider could have reasonably anticipated that giving or failure to give such directions or instructions would result in injury or damage.

2.5.2 Service Provider shall defend, indemnify, and hold harmless the Indemnitees from and against all Losses based on a claim that any of the Services or the District's receipt or use thereof infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

2.6 Drone Usage.

2.6.1 The use of a drone anywhere on the ballpark site or within the ballpark facility requires prior written consent from the District which will be limited to specific dates(s) and time(s) of use.

ARTICLE 3 THE DISTRICT

3.1 Duties and Responsibilities of the District

3.1.1 The District will provide available information regarding the requirements for the Project pertaining to the Services which set forth the District's objectives (the "**Project Description**"), including the project schedule, and the project budget established by the District.

3.1.2 The District will examine documents submitted by the Service Provider and will render decisions regarding them and other matters in connection with the Project in a timely manner to avoid unreasonable delay in the progress and sequence of the Services. Any approval or decision by the District regarding such documents shall not be considered a representation and warranty from the District that such documents are in accordance with any or all applicable laws, municipal ordinances, codes, and other restrictions of record, the sole responsibility of which belongs to the Service Provider.

3.1.3 If necessary, and to the extent applicable and/or available, the District shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project and a written legal description of the site.

3.1.4 The Service Provider shall be entitled to rely upon the completeness and accuracy of the information provided by the District unless the Service Provider has reason to believe that such information was inaccurate and did not report such inaccuracies to the District in accordance with the Standard of Care. Notwithstanding, and in addition to, the foregoing, the Service Provider shall notify the District in writing at any time it becomes aware of any such inaccuracies.

3.1.5 The District reserves the right to approve or disapprove all key personnel of Service Provider that will be scheduled or appointed to work on the Project under the Contract.

3.2 Project Administrator

3.2.1 The District's Project Administrator, or such other person or entity designated by the District (the "**Project Administrator**"), will administer the Contract on behalf of the District. The Project Administrator will have the authority to approve or disapprove payments of the Contract Sum to the Service Provider as set forth in Section 4.4 below. The Project Administrator will promptly interpret and advise as to any matter concerning the performance of the requirements of the Contract Documents.

3.3 Ownership of Documents

3.3.1 All documents, reports, data and other materials prepared by the Service Provider (the "**Documents**") are instruments of the Service Provider's Service, and upon payment of all sums approved by the District as being due the Service Provider, all Documents shall be the property of the District, or, where applicable, of the Brewers ("**Instruments of Service**"). Upon payment of all sums approved by the District as being due the Service Provider, the District, or, where applicable, the Brewers, shall own all common law, statutory, and other reserved rights, in addition to the copyrights, in and to the Instruments of Service. Service Provider shall not withhold delivery of the Instruments of Service on account of any dispute with the District, or, where applicable, the Brewers, including a dispute over any sums claimed due and owing by Service Provider. The Instruments of Service are not to be used by the Service Provider or any subcontractor on any other project without written consent of the District, which consent may be withheld in the District's or the Brewers' sole discretion.

ARTICLE 4 COMPENSATION

4.1 Contract Sum

4.1.1 For the Service Provider's performance of the Services, the District shall pay the Service Provider, the lump sum fee or actual cost not to exceed amount set forth on the District's executed Purchase Order (pursuant to which these General Terms and Conditions are attached) [the "**Contract Sum**"].

4.2 Additional Services

4.2.1 Fees for services not covered by the Contract Sum must be requested by the Service Provider ("**Additional Services**"), and approved in writing by the District prior to Service Provider proceeding with such Additional Services. Such authorization shall be based upon a written proposal delineating the nature of the Additional Services, the time involved, the costs thereof, and the individuals or consultants/firms involved. A revised Purchase Order will be used to modify the Contract when Additional Services have been authorized. Performance of any Additional Services before a revised Purchase Order has been issued and executed by the District shall be at Service Provider's sole risk, and Service Provider shall not assert any equitable basis for payment for said Additional Services, such as unjust enrichment or quantum merit. The Service Provider's compensation for Additional Services, if any, shall be computed on the basis of the Service Provider's hourly rates provided in its accepted proposal for services.

4.3 Reimbursable Expenses

4.3.1 Reimbursable expenses are subject to the requirements set forth in Paragraph 10 of the Guidelines Governing Southeast Wisconsin Professional Baseball Park District Relationship With Outside Professional Service Providers and shall include, if requested and approved by the District, such other items set forth in the Purchase Order ("**Reimbursable Expenses**").

4.4 Payment

4.4.1 Service Provider shall issue invoices to the District: (a) monthly in arrears for its fees for the immediately preceding month for time and materials Services; and (b) when any installment is due for fixed price Services. Payments of the Contract Sum, payments for Additional Services authorized by a revised Purchase Order, and payments for Reimbursable Expenses will be made within thirty (30) days of the District's receipt of a written invoice therefor, together with all substantiating information and documents as the District may request, except as provided below. Notwithstanding the foregoing, the District shall be required to make only such payments of the Contract Sum as are proportional to the actual Services performed (as reasonably determined by the District or the Project Administrator). In addition, payments for Additional Services and Reimbursable Expenses shall be made only if previously approved by the District in accordance with Sections 4.2 and 4.3 herein.

4.4.2 Payments to the Service Provider may be withheld, up to the limits of the professional liability insurance deductible, for damages sustained by the District or any third parties due to error, omission, unauthorized changes, or negligence on the part of the Service Provider. The District shall notify the Service Provider in writing of the alleged, specific damages and the amounts involved, on a timely basis.

4.4.3 To the extent the District does not approve a payment to the Service Provider based on a good faith dispute with the Service Provider, the District shall pay the Service Provider the portion of the payment due to the Service Provider that is not in dispute, and the disputed amount shall be subject to dispute resolution as provided in Article 7 herein. In the event the District does not approve a portion of any payment to the Service Provider, the District shall advise the Service Provider in writing of the reasons therefor.

ARTICLE 5 TERMINATION; SUSPENSION OF CONTRACT

5.1 Termination

5.1.1 The Contract may be terminated by the District without cause upon ten (10) calendar days' written notice. In the event of termination, the Service Provider will be paid the portion of Contract Sum for Services and the amount of the approved Additional Services performed to the termination date, together with any Reimbursable Expenses then due. Services performed prior to date of termination shall be in accordance with these General Terms and Conditions. Upon expiration or termination of the Contract for any reason, Service Provider shall: (i) deliver to the District all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (ii) return to the District all District-owned property, equipment, or other materials in its possession or control; (iii) remove any Service Provider-owned property, equipment, or materials located at the District's locations; and (iv) provide reasonable cooperation and assistance to the District upon the District's written request in transitioning the Services to an alternate service provider. The Service Provider shall not be entitled to any termination expenses or compensation other than as provided in the second sentence of this 5.1.1. In the event such termination by the District is caused by the default of the Service Provider hereunder, the District shall only be required to pay the Service Provider for the value of Services and Additional Services rendered to the extent they may be utilized on the furtherance of the Project. Nothing contained herein shall preclude the District from enforcing any other right or remedy it may have against the Service Provider at law or equity as a result of a termination of the Contract due to a default hereunder by the Service Provider.

5.1.2 Compensation for Services in the event of a termination shall be based on the percentage of Services fully completed together with an equitable apportionment for the Services in progress at the time of termination.

5.1.3 The rights and obligations of the parties set forth in this Section 5, Section 2.2.5, Section 2.5, Section 3.3, and Section 6, and any right or obligation of the parties in the Contract which, by its nature, should survive termination or expiration of the Contract, will survive any such termination or expiration of the Contract.

5.2 Suspension

5.2.1 The District may order the Service Provider to suspend, delay or interrupt the Services for a period of time as the District may direct. In such event, the Contract Sum and the Project Schedule shall be adjusted if necessary pursuant to an approved revised Purchase Order.

5.2.2 If Service Provider fails to perform Services in a timely manner according to the Purchase Order or otherwise fails to perform the Services in a timely manner, in the sole opinion of the District, then, upon seven (7) calendar days written notice to the Service Provider, the District may take whatever measures the District may deem necessary to fulfill the completion dates and/or milestone dates established for the Services in the Purchase Order, including hiring a substitute service provider and offsetting and pursuing claims for all damages and expenses incurred by the District resulting from Service Provider's failure.

ARTICLE 6 INSURANCE

6.1 Insurance Requirements

6.1.1 The Service Provider shall purchase and maintain, at its expense, a policy covering the Services to be performed hereunder for the Service Provider's negligent acts, errors and omissions in the amounts set forth on Exhibit A attached hereto. Service Provider shall keep this policy in force for not less than three (3) years after the completion of the Service Provider's Services under the Contract.

6.1.2 The Service Provider shall also procure and maintain during the life of the Contract the following types of insurance: (i) Workers' Compensation Insurance; (ii) Employer's Liability Insurance; (iii) Commercial General Liability Insurance; and (iv) Commercial Automobile Liability Insurance, all in accordance with the amounts and other requirements set forth in Exhibit A attached hereto and incorporated herein.

6.1.3 Prior to the Commencement Date of the Services, Service Provider shall provide to the District certificates of insurance evidencing the foregoing coverages. Each policy maintained by the Service Provider pursuant to this Article 6 shall comply with the requirements in Exhibit A and provide that it will not be canceled or materially altered without thirty (30) days advance written notice by mail to the District mailed to the address indicated herein, and the policies or certificates of insurance shall so state.

ARTICLE 7 DISPUTE RESOLUTION

7.1 Should a dispute arise between the District and Service Provider during the performance of Services or thereafter, the parties shall make a good faith attempt to resolve the dispute amongst themselves within ten (10) days of notice of dispute having been given. Pending final resolution of the dispute, unless otherwise agreed in writing by the District and the Service Provider, the Service Provider shall proceed diligently with performance of the Services, and the District shall continue to make payments of those sums that are not subject to dispute.

7.2 The exclusive forum for the resolution of any and all disputes arising under this Contract or in any way relating to the Services shall be litigation in Milwaukee County Circuit Court, State of Wisconsin. The parties hereby waive any claims or defenses that venue in such court is inappropriate, inconvenient or wrongful.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 The Service Provider shall comply with and observe federal and state laws, regulations and local zoning ordinances applicable to the Project and in effect on the date of the Contract.

8.2 The District and the Service Provider each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other party to the Contract and to the partners, successors, permitted assigns, and legal representatives of such other party with respect to covenants of the Contract. Neither the District nor the Service Provider shall assign the Contract without written consent of the other.

8.3 The Contract may only be amended by written instrument signed by an authorized representative of both the District and the Service Provider.

8.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid or when actually received. Such communications must be sent to the respective parties at the address set forth in the Construction Documents or the last known registered address of such party (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.4).

8.5 The Contract shall be governed by the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to the Contract or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELTATING TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.6 Each party signing the Contract, including the Terms and Conditions, represents and warrants: (i) they have read and understand the Contract; (ii) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligation hereunder, and (iii) when executed and delivered by such party, the Contract will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.7 The parties are independent contractors, and nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

8.8 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms the Contract.

8.9 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

8.10 If any term or provision of the Contract is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.11 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

[END]

EXHIBIT A

- A. Commercial General Liability** – Occurrence Basis (including equipment overload):
- | | Limits |
|---|---------------|
| General Aggregate (per project) | \$2,000,000 |
| Products – Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
- The policy shall not contain exclusions relating to: contractual liability, independent contractors, or explosion, collapse or underground exclusions.
- B. Business Auto Liability** – All Autos including Hired and Non-Owned Autos:
- | | |
|---|-------------|
| Bodily Injury & Property Damage-Combined Single Limit | \$1,000,000 |
|---|-------------|
- C. Worker’s Compensation and Employers Liability:**
- | | |
|---|-------------|
| Workers Compensation | Statutory |
| Employers Liability | |
| Bodily Injury by Accident (each accident) | \$1,000,000 |
| Bodily Injury by Disease (policy limit) | \$1,000,000 |
| Bodily Injury by Disease (each employee) | \$1,000,000 |
- D. Excess or Umbrella Liability**
- | | |
|-----------------|--------------|
| Each Occurrence | \$10,000,000 |
| Aggregate | \$10,000,000 |
- E. Professional Liability Limits** – This requirement applies if the Service Provider’s Services involve professional architectural, engineering, design or consultation work:
- | | |
|------------|-------------|
| Each Claim | \$5,000,000 |
| Aggregate | \$5,000,000 |
- F. Pollution Liability** – Applicable if your work involves the use, disposal or transportation of pollutants or other hazardous materials:
- | | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
| Aggregate | \$2,000,000 |
- G. Service Provider’s Equipment** – All Service Providers will be responsible for insuring their own equipment. The District will bear no responsibility for equipment used, rented or leased by contractors on or off-site. If cranes are used, Service Providers should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload). Service Provider shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Service Provider for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Service Provider agrees to waive its carrier’s right of subrogation against the Additional Insureds.
- H. Rigger’s & Erector’s Liability** – If your work involves rigging or erecting, special liability limits are required:
- | | |
|-----------------|--------------|
| Each Occurrence | \$20,000,000 |
| Aggregate | \$20,000,000 |
- I. Additional Insured:** The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, L.P. shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies. Service Providers shall also require that each of its subcontractors name the Additional Insureds as additional insureds on the

subcontractors' Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.

- J. Certificate of Insurance:** The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any work, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy. However, permitting Service Provider to commence Services prior to District's receipt of the required certificate shall not be a waiver of the Service Provider's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by Service Provider shall not relieve or decrease in any manner the liability of the Service Provider under this Contract.
- K. Coverage Term:** All insurance must remain in force for the duration of the project and three years following project completion.
- L. A.M. Best Rating:** All insurers must be rated A- or better by A.M. Best & Company.