

Document Number	SECOND AMENDMENT OF LEASE AGREEMENT
	Document Title

**SECOND AMENDMENT OF  
LEASE AGREEMENT BETWEEN  
CITY OF MILWAUKEE  
AND  
MARCUS CENTER FOR THE PERFORMING ARTS, INC.**

Recording Area
Name and Return Address  City of Milwaukee Department of City Development Attn: Lori Lutzka 809 North Broadway, 2 <sup>nd</sup> Floor Milwaukee, WI 53202-3617

Tax Key Number:  
3921210100

**THIS SECOND AMENDMENT OF LEASE AGREEMENT** (“Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2015, by and between **THE CITY OF MILWAUKEE, a Wisconsin municipality**, (“City”) and **MARCUS CENTER FOR THE PERFORMING ARTS, INC.**, a Wisconsin non-stock corporation, (“Marcus”).

**WHEREAS**, on February 5, 1969, City and Milwaukee County War Memorial Center, Inc. entered into a ground lease agreement that was recorded in the Milwaukee County Register of Deeds Office on September 22, 1969, as Document No. 4488622, concerning the property described in the attached Exhibit A (“Property”) for the purpose of constructing, maintaining and operating a parking structure on the Property, which lease was amended by City and Milwaukee County War Memorial Center, Inc., on July 26, 1985 (the lease and first amendment shall hereinafter collectively be referred to as the “Original Lease” and are attached as Exhibit B);

**WHEREAS**, Milwaukee County War Memorial Center, Inc. assigned its interest in the Original Lease to Marcus, its successor;

**WHEREAS**, City and Marcus desire to amend the Original Lease in order to extend the term of the Original Lease to accommodate financing for certain repairs and maintenance Marcus intends to undertake on the parking structure.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Marcus agree as follows:

1. The first sentence of Section XI of the Original Lease is deleted in its entirety and replaced with the following two sentences:

Lessee is to have and to hold the leased premises for a term that shall commence on the day when the lease is entered into and executed and shall terminate on December 31, 2022, unless the lease is extended by consent of both parties or unless the lease is sooner terminated either through consent or breach. At the end of the lease term, the lease shall automatically renew for an additional two-year term to expire on December 31, 2024, unless either party provides the other with written notice at least 90 days before December 31, 2022, of its intent to allow the lease to terminate at the end of the term.

The remainder of Section XI shall remain unchanged and shall continue in full force and effect.

2. All other sections, terms and provisions of the Original Lease shall remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amended and Restated Lease Agreement as of the day and year first above written.

**MARCUS CENTER FOR THE  
PERFORMING ARTS, INC.**

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

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

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, \_\_\_\_\_ of the Marcus Center for the Performing Arts, Inc., to me known to be such person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, \_\_\_\_\_ of the Marcus Center for the Performing Arts, Inc., to me known to be such person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Mayor Tom Barrett

By: \_\_\_\_\_  
James R. Owczarski, City Clerk

By: \_\_\_\_\_  
Martin Matson, Comptroller

**Milwaukee City Attorney  
Approval and Authentication**

Mary L. Schanning, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee representatives above, and also authenticates the signatures of each of the above Milwaukee representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: \_\_\_\_\_  
MARY L. SCHANNING  
Assistant City Attorney  
State Bar No. 1029016

Date: \_\_\_\_\_

## **EXHIBIT A**

All of Block 52 in Plat of Milwaukee, (East of the River), a recorded subdivision in the Northeast  $\frac{1}{4}$  of Section 29, Township 7 North, Range 22 East, said block being bounded by North Edison Street, East Highland Avenue, East State Street, and North Water Street.

Property Address: 1001 N. Water Street  
Property Tax Key No.: 3921210100

**EXHIBIT B**

Copy of original lease and amendment