

	SECOND AMENDMENT TO PARK LEASE
Document Number	Document Title

SECOND AMENDMENT TO PARK LEASE  
(Catalano Square Park)

Recording Area

Name and Return Address

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City of Milwaukee – DCD  
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Milwaukee, WI 53202

Tax Key Number:  
392-1732-000

**Drafted By:**  
**Mary L. Schanning**  
**Deputy City Attorney**  
**City of Milwaukee**

## **SECOND AMENDMENT TO PARK LEASE**

**THIS SECOND AMENDMENT TO PARK LEASE** (“Second Amendment”), is made and entered into as of this 1st day of July, 2025, (the “Amendment Effective Date”) and is by and between **THE CITY OF MILWAUKEE** (hereinafter “City”) and **THE BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 2** (hereinafter the “Board”).

### **RECITALS**

- A. City and Board entered into a Park Lease dated August 1, 2010, and recorded at the Milwaukee County Register of Deeds Office as Document No. 10025887 on August 23, 2011, and amended on April 8, 2015, by the First Amendment to Catalano Square Park Lease recorded at the Milwaukee County Register of Deeds Office as Document No. 10450073 on April 9, 2015, (collectively, the “Original Lease”) for certain real estate and improvements located at 138 North Broadway, in Milwaukee, Wisconsin, more commonly referred to as “Catalano Square” park including a pedestrian mall and its improvements under the City’s jurisdiction pursuant to Sec. 113-19, Milwaukee Code of Ordinances, all as more particularly described in **Exhibit A** attached hereto.
- B. City and Board desire to extend the Term of the Original Lease and make additional amendments to the Original Lease as described herein.
- C. Any capitalized terms used in this Second Amendment shall be defined as they are in the Original Lease unless separately defined in this Second Amendment.
- D. The City authorized entry into this Second Amendment by City Common Council Resolution File No. \_\_\_\_\_, passed July 15, 2025.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the above recitals which are agreed to and incorporated herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, City and the Board agree as follows:

1. Section 3 of the Original Lease entitled **Term** is amended to add the following to the end of that section:

As of the Amendment Effective Date, the Term of the Lease shall be extended for an additional 15 years and will terminate on June 30, 2040, unless sooner terminated as herein provided.

2. Section 7 of the Original Lease entitled **Use; Including Provisions Related to Recreational Activities under §895.52** is revised to add the following to the end of subsection (2):

The parties acknowledge that, as of the Amendment Effective Date, Board-Controlled Activities includes the operation of a seasonal beer garden with a stage for live music at the Premises whether operated directly by the Board or by a third-party under contract with the Board. The parties acknowledge that Board-Controlled Activities are broad and flexible to allow the Board to adjust and revise the activities it operates at the Premises in accordance with this Lease during the Term.

3. Section 8 of the Original Lease entitled **Board Permitting Rights for the Park** is amended so that subsection D(iii) reads as follows:

(iii) that the Board may not authorize applicants or permittees to possess or consume alcoholic beverages on the Premises, but that applicants or permittees may possess and consume alcoholic beverages under a license or permit issued by the City for the Premises; and

4. Section 31 of the Original Lease entitled **Notices** is amended to replace the contact information for each party to read as follows:

**To City:**

Commissioner of Dept. of City Development  
City of Milwaukee  
809 North Broadway, Second Floor  
Milwaukee, WI 53202  
Phone: (414) 286-5800  
Fax: (414) 286-5467  
Email: Lafayette.Crump@milwaukee.gov

**Copy to:**

Mary Schanning  
Deputy City Attorney  
City Attorney's Office  
841 North Broadway, Suite 716  
Milwaukee, WI 53202  
Phone: (414) 286-2290  
Email: Mary.Schanning@milwaukee.gov

**To the Board:**

Paul Schwartz

Mary L Schanning, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee representative above, and also authenticates the signature of the above

Milwaukee representative/signatory per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

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

MARY L. SCHANNING, Deputy City Attorney

State Bar No. 1029016

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

1050-2024-2068:298077

## **EXHIBIT A**

### **Description of The Premises**

Plat of Milwaukee in Secs (28-29-33)-7-22 Block 117 Lot 11 & Lot 1 Exc St & Vac Alley & Lots 11-12 & 13 Exc St Of Blk 156

Together With the North Broadway Pedestrian Mall described as:

Commencing at the intersection of the south line of East Menomonee Street and west line of North Broadway; thence southerly, along the west line of North Broadway to its point of intersection with the northeasterly line of East Erie Street; thence southeasterly, along the extension of the northeasterly line of East Erie Street to its point of intersection with the southwesterly extension of the present northwesterly line of North Young Street; thence northeasterly, along said extension of North Young Street, to its point of intersection with the east line of North Broadway; thence northerly, along said east line, to the point of intersection of said east line and the south line of East Menomonee Street; thence westerly, to the point of commencement.

Excepting therefrom that part of Lot 1 in Block 117, in the Southwest 1/4 of Section 28, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit: Commencing at the Southeast corner of said Lot 1; running thence North along the West line of North Milwaukee Street, 7.17 feet to the intersection of the West line of North Milwaukee Street and the Southeasterly line of N. Young Street (said intersection point being 42.03 feet South of the Northeast corner of Block 1 as originally platted) thence Southwesterly along the Southeasterly line of North Young Street, 10.49 feet to a point in the Southerly line of said Lot 1; thence Southeasterly along the Southerly line of said Lot 1, 8.32 feet to the place of commencement.

Also excepting therefrom, that part of Lot 11, in Block 156 in the Fractional Section 33, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit: commencing at the Southeasterly corner of said Lot 11; running thence Northwesterly along the Northeasterly line of said Lot 11 aforesaid 6.48 feet to a point in the Southeasterly line of North Young Street; thence Southwesterly along the Southeasterly line of North Young Street 15.16 feet to a point in the Southeasterly line of Lot 11 aforesaid; thence Northeasterly along the Southeasterly line of Lot 11 aforesaid 16.93 feet to the place of commencement.

For informational purposes only: Tax Key Number 392-1732-000