

FIRST AMENDMENT TO
TOT LOT, PARKING LOT AND PARK LEASE

Document Title

Document Number

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TO
TOT LOT, PARKING LOT, AND PARK LEASE

Recording Area

Name and Return Address

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Drafted By:
Gregg C. Hagopian
Assistant City Attorney

FIRST AMENDMENT
TO
TOT LOT, PARKING LOT, AND PARK LEASE

THIS FIRST AMENDMENT TO LEASE, dated as of this _____ day of _____, 2004, entered into by and between **THE CITY OF MILWAUKEE** (hereinafter “City”) and **COA YOUTH & FAMILY CENTERS** (a/k/a COA Youth & Family Centers, Inc., a/k/a Children’s Outing Association), a Wisconsin non-profit corporation (hereinafter “COA”).

WITNESSETH :

WHEREAS, the City and COA entered into that certain “Tot Lot, Parking Lot, and Park Lease” dated as of December 1, 2003 (the “Lease”) pursuant to City Common Council Resolution File No. 020574 (which Lease was recorded in the Milwaukee County Register of Deeds Office as Document No. 8719521); and

WHEREAS, the leased Premises under the Lease are comprised of the “Over-Bluff” and the “Bluff Lands” as depicted on **Exhibit A** attached hereto which is the same **Exhibit A** that is attached to the Lease; and

WHEREAS, the Bluff Lands are also known (and referred to in the Lease) as: Lot 1 of CSM 7274 and Parcel 3 of CSM 6784; and (as per RACM’s Land Disposition Report) 1895 and 1901 North Commerce Street; and

WHEREAS, the City and COA wish to enter into this First Amendment so as to allow COA to name the Bluff Lands for a limited time in order that COA may receive a \$1,000,000 endowment grant from the Halbert and Alice Kadish Foundation (the “Kadish Foundation”) for ongoing maintenance and programming of the Premises leased to COA under the Lease; and

WHEREAS, by Resolution File No. _____, the Common Council approved this Amendment and its execution by the City; and

WHEREAS, COA duly authorized this Amendment and COA execution of it by a duly adopted resolution, dated _____, 2004;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein and in the Lease, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms**. Capitalized terms herein not otherwise defined herein shall have the meanings ascribed to them under the Lease.
2. **Recording of Amendment**. This Amendment shall be recorded by the City in the Milwaukee County Register of Deeds Office at COA’s expense.

3. **Other Parts of Lease Remain Unaffected.** Except as expressly amended by this Amendment, the Lease (and all its provisions) shall, and do, remain in place and unaffected.

4. **Naming of Bluff Lands Allowed.** Subject to COA submitting to the Commissioner, and the Commissioner approving, PRIOR TO THE EXECUTION OF THIS AMENDMENT, adequate proof and documentation that the Kadish Foundation will make a \$1,000,000 endowment grant (the “Kadish Grant”) to COA for ongoing maintenance and programming of the Premises leased to COA under the Lease on terms and conditions deemed acceptable by the Commissioner (whose acceptance shall not be unreasonably withheld, conditioned, or delayed), COA may, in connection with the Kadish Grant, name the Bluff Lands the “Alice Bertschy Kadish Park.” It is understood by COA and the City that, notwithstanding anything to the contrary contained herein, the City retains all rights relating to the naming of the Premises (or any part thereof), and that upon the expiration or termination of the Lease, naming rights for any and all portions of the Premises (including the Bluff Lands) remain with the City in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**COA
COA YOUTH AND FAMILY
CENTERS, INC.**

**CITY:
CITY OF MILWAUKEE**

By: _____
Thomas P. Schneider, its
Executive Director

By: _____
Tom Barrett, Mayor

And: _____
Lina Cicero, its President

Attest: _____
Ronald D. Leonhardt, City Clerk

Attest: _____
Mark Kultgen, its Treasurer

COUNTERSIGNED by:

W. Martin Morics
Comptroller

CITY ATTORNEY'S OFFICE
(Ord. § 304-21)

Approved
by: _____
Gregg C. Hagopian
Assistant City Attorney

1031-2004-611:78859

COA NOTARIES

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2004, Thomas P. Schneider, the Executive Director of COA Youth and Family Centers, 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 _____, 2004, Lina Cicero, the President of COA Youth and Family Centers, 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 _____, 2004, Mark Kultgen, the Treasurer of COA Youth and Family Centers, 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 NOTARIES

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2004, Tom Barrett, the Mayor of the City of Milwaukee, 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 _____, 2004, Ronald D. Leonhardt, the City Clerk of the City of Milwaukee, 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 _____, 2004, W. Martin Morics, the Comptroller of the City of Milwaukee, 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: _____