



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

October 3, 2019

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Second Amendment to the Cooperation, Reimbursement and Redevelopment Agreement for the Grand Theater project, Tax Incremental District No. 37, between the City of Milwaukee, RACM, TNSH Landlord, LLC and the Milwaukee Symphony Orchestra, Inc.

This agreement was executed pursuant to Common Council Resolution File No. 190545.

Sincerely,

Scott A. Stange
Procurement and Compliance Manager
Department of City Development

Enclosure

DOC # 10912554

RECORDED

10/02/2019 06:25 AM

**ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00**

TRANSFER FEE:

FEE EXEMPT #:

*****This document has been
electronically recorded and
returned to the submitter.*****

Document Number

SECOND AMENDMENT TO COOPERATION,
REIMBURSEMENT AND
REDEVELOPMENT AGREEMENT

Document Title

**SECOND AMENDMENT TO COOPERATION,
REIMBURSEMENT AND REDEVELOPMENT
AGREEMENT**

Tax Incremental District No. 37

(Grand Theater)

Recording Area

Name and Return Address

Rachel S. Kennedy
Assistant City Attorney
City Attorney's Office
841 N. Broadway, 7th Floor
Milwaukee, WI 53202

361-0658-000; 361-0660-000

Parcel Identification Number (PIN)

Drafted By:

Rachel S. Kennedy
City Attorneys Office
841 N. Broadway, 7th Floor
Milwaukee, WI 53202

**SECOND AMENDMENT TO COOPERATION, REIMBURSEMENT AND
REDEVELOPMENT AGREEMENT FOR TAX INCREMENTAL DISTRICT NO. 37
(GRAND THEATER)**

THIS SECOND AMENDMENT TO COOPERATION, REIMBURSEMENT AND REDEVELOPMENT AGREEMENT FOR TAX INCREMENTAL DISTRICT NO. 37 (GRAND THEATER) is made the 14th day of August, 2019, by and between the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM"), TNSH Landlord, LLC ("Developer"), and Milwaukee Symphony Orchestra, Inc. ("MSO").

RECITALS

The City, RACM, Developer, and MSO acknowledge the following:

- A. The City, RACM, Developer, and MSO entered into the Cooperation, Reimbursement and Redevelopment Agreement for Tax Incremental District No. 37 (Grand Theater) (the "Agreement") for the Project, dated May 1, 2018 and recorded in the Milwaukee County Register of Deeds Office ("ROD") on May 16, 2018 as ROD Document No. 10776918.
- B. RACM and MVP Milwaukee Wells LLC ("MVP") entered into an Agreement for Sale (the "Agreement for Sale") dated May 9, 2018 to assist in the Project, which the City, via Resolution No. 180095 approved, and RACM, via Resolution No. 10720 approved. The Agreement for Sale was recorded on May 10, 2018 as ROD Document No. 10775241.
- C. Pursuant to Common Council approval via Resolution No. 180095 and RACM approval via Resolution No. 10720, the City, RACM, Developer, and MSO entered into the First Amendment to the Agreement on May 10, 2018 and recorded on June 12, 2018 as ROD Document No. 10784320 (the "First Amendment") in order to obligate MSO to pay the annual percentage increase pursuant to the Consumer Price Index published by the United States Bureau of Labor Statistics (or its successor index) for the seven (7) year period commencing on the date of Closing and ending on the Target Completion Date, as those terms are defined in the Agreement for Sale, if RACM exercises its Option to Repurchase pursuant to the Agreement for Sale.
- D. The City, RACM, Developer, and MSO desire to enter into this Second Amendment to the Agreement in order to increase the Public Infrastructure Grant by an amount up to \$3,000,000 for a total amount of funds up to \$5,500,000 to contribute to actual costs of the Public Infrastructure Project.
- E. The City has, via Resolution No. 190545 approved the Second Amendment and authorized the proper City officers to execute same on the City's behalf.

- F. RACM has, via Resolution No. 10780 approved the Second Amendment and authorized the proper RACM officers to execute same on RACM's behalf.
- G. Developer and MSO have approved the Second Amendment and authorized execution of same on their behalf.

AGREEMENT

Now, therefore, in consideration of the Recitals and the mutual promises and undertakings hereinafter contained, the Parties mutually agree and covenant as follows:

1. The Agreement is amended by deleting and replacing the definition of Public Infrastructure Grant as follows:

"Public Infrastructure Grant" means TID No. 37 funds up to \$5,500,000 granted by RACM to reimburse Developer or City's Department of Public Works for actual costs incurred for portions of the Public Infrastructure Project completed respectively by the Developer or City's Department of Public Works.

2. The Agreement is amended by deleting and replacing the definition of TID No. 37 as follows:

"TID No. 37" means Tax Incremental District No. 37, created by the City's Common Council in File No. 971894, adopted June 16, 1998, and amended on June 22, 1999, by the adoption of Common Council Resolution File No. 990115, further amended on November 8, 2000, by the adoption of Common Council Resolution No. 000430, further amended on April 2, 2014, by the adoption of Common Council Resolution No. 131580, further amended on February 7, 2017, by the adoption of Common Council Resolution No. 161313, and further amended on ~~July 30, 2019~~ by the adoption of Common Council Resolution No. 190545 for the purpose of facilitating revitalization efforts of the downtown retail and commercial district anchored by the Grand Avenue retail center.

3. The Agreement is amended by deleting and replacing Article 3.3(b) as follows:

The Public Infrastructure Grant shall be contributed by City to RACM for the Public Infrastructure Project as a monetary obligation of the City contributing to the actual costs for the Public Infrastructure Project in the amount up to \$5,500,000. RACM shall use the Public Infrastructure Grant to reimburse Developer or City's Department of Public Works for actual costs, as incurred, for portions of the Public Infrastructure Project completed respectively by the Developer or City's Department of Public Works. No disbursement to Developer of any portion of the Public Infrastructure Grant shall occur until all of the following have occurred:

- (1) Developer has submitted no more than once monthly invoices for Developer's actual costs for the Public Infrastructure Project to the

Executive Director for review and approval. Invoices must include the purpose of expenditure, amount of expenditure, payee and such supporting material as RACM or City may reasonably request ("Expense Reporting").

- (2) Executive Director has approved Expense Reporting.
4. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as otherwise expressly amended or clarified hereby and in the First Amendment, the Agreement and its terms and conditions remain in full force and effect.
5. Developer shall provide a copy of this document to the City's Office of Small Business Development per Article 17.2 of the Agreement.
6. This document may be signed in counterparts. Facsimile or email/PDF signatures shall be accepted as originals. Original signatures shall be provided if required for ROD recording purposes.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duty authorized representatives as of the date first set forth above.

City: CITY OF MILWAUKEE

By: Tom Barrett
Tom Barrett, Mayor

James R. Owczarski
James R. Owczarski, City Clerk

Countersigned:

Martin Matson
Martin Matson, Comptroller

City Common Council Resolution
File No. 190545.

CITY AUTHENTICATION

Rachel S. Kennedy, a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the above City signatories (MCO 304-21) and also authenticates those signatures per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

Rachel S. Kennedy
Rachel S. Kennedy
Asst. City Attorney
SBN 1066459
Date: 9-25-19

Developer: TNSH LANDLORD, LLC
By: TNSH Manager, LLC, its Manager

By: Milwaukee Symphony
Orchestra, Inc.

By: Mark Niehaus
Name: Mark Niehaus
Its: President and Exec. Director
President and Exec. Director

And By: Patrick Murphy

Name Printed: Patrick Murphy

Title: Treasurer - Treasurer

TNSH LANDLORD, LLC NOTARY

STATE OF WISCONSIN
) ss:
MILWAUKEE COUNTY)

Personally came before me this 25th day of August, 2019, Mark Niehaus and Patrick Murphy, the President and Executive Director and Treasurer respectively of the above-named LLC entity, to me known to be the persons who executed the foregoing instrument and to me known to hold such positions of such LLC, and acknowledged that they executed the foregoing instrument.

Stephen L Chernof

Stephen L Chernof
Notary Public, State of Wisconsin
My Commission is permanent
[NOTARIAL STAMP]

**RACM: REDEVELOPMENT
AUTHORITY OF THE CITY OF
MILWAUKEE**

By: Frances Hardrick
Frances Hardrick, Chair

And By: David P. Misky
David P. Misky, Asst. Exec.
Director/ Secretary

**MSO:
Milwaukee Symphony Orchestra, Inc.**

By: Mark Niehaus

And By: Patrick Murphy

Name Printed: Mark Niehaus
Patrick Murphy
Title: President ad ex. m. Murph
Treasurer

RACM Resolution No. 10780

RACM AUTHENTICATION
Rachel S. Kennedy, as a member in
good standing of the State Bar of
Wisconsin, hereby authenticates the
signatures of the above RACM
signatories per Wis. Stat. 706.06 so
this document may be recorded per
Wis. Stat. 706.05 (2)(b).

Rachel S. Kennedy
Rachel S. Kennedy
Asst. City Attorney
SBN 1066459
Date: 9.25.19

**MSO NOTARY
STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)**

Personally came before me this 20 day
of November, 2019, Mark Niehaus Patrick Murphy to me
known to be the persons who executed the
foregoing instrument and to me known to
hold such positions of the MSO entity
referenced above, and acknowledged that
they executed the foregoing instrument.

Stephen L. Chernof
Notary Public, State of Wisconsin
My Commission to January
[NOTARIAL STAMP] Stephen L. Chernof

CAO 1050-2016-2508:260767

EXHIBIT A

DESCRIPTION OF PROPERTY

200-208 West Wisconsin Avenue, Milwaukee, WI 53203

The East 84 feet of Lots 13 and 16, in Block 60, in the Plat of the Town of Milwaukee on the West Side of the River, in the Northeast 1/4 and the Southeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key Number: 361-0660-000

212 West Wisconsin Avenue, Milwaukee, WI 53203

Parcel I:

Lot 12 and the West 42 feet of the East 126 feet of Lots 13 and 16 in Block 60 in the Town of Milwaukee (Now City of Milwaukee) on The West Side of The Milwaukee River, County of Milwaukee, State of Wisconsin, in the Northeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Parcel II:

The West 24' of Lots 13 and 16 in Block 60 in Plat of the Town of Milwaukee (now City of Milwaukee) on the West side of the river, in the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key Number: Part of 361-0658-000

212 W Wisconsin Avenue, Milwaukee, WI 53203 (Lot 9)

Lot 9, Block 60 in the Town of Milwaukee (Now City of Milwaukee) on The West Side of The Milwaukee River, County of Milwaukee, State of Wisconsin, in the Northeast 1/4 of Section 29, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key Number: Part of 361-0658-000