

Document Number	AMENDMENT TO AIRSPACE LEASE BETWEEN THE CITY OF MILWAUKEE AND THE WISCONSIN CENTER DISTRICT FOR A BUILDING OVERHANG OVER WEST KILBOURN AVENUE
Document Title	
AMENDMENT TO AIRSPACE LEASE BETWEEN THE CITY OF MILWAUKEE AND THE WISCONSIN CENTER DISTRICT FOR A BUILDING OVERHANG OVER WEST KILBOURN AVENUE	
Recording Area	
Name and Return Address	
Amy Turim Real Estate Development Services Manager City of Milwaukee Department of City Development 809 North Broadway Milwaukee, WI 53201-0324	
3922461000	
Parcel Identification Number (PIN)	

**AMENDMENT TO AIRSPACE LEASE BETWEEN THE CITY OF
MILWAUKEE AND THE WISCONSIN CENTER DISTRICT FOR A
BUILDING OVERHANG OVER WEST KILBOURN AVENUE**

The City of Milwaukee, a Wisconsin municipal corporation (“Lessor” or “City”) and the Wisconsin Center District, a special purpose district that is a unit of government created under Wis. Stats. § 229.42 (“WCD” or “Lessee”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes do hereby make and enter into this Amendment to Airspace Lease Between the City of Milwaukee and the Wisconsin Center District for a Building Overhang Over West Kilbourn Avenue (“Amendment”) as of the ____ day of _____, 2025 (“Effective Date”).

RECITALS

- 1) On April 9, 2022, City and WCD entered into the Airspace Lease Between the City of Milwaukee and The Wisconsin Center District for an Overhang Over West Kilbourn Avenue that was recorded in the Milwaukee County Register of Deeds as Document No. 11329877 on April 13, 2023 (the “Airspace Lease”) for the property described on Exhibit A.
- 2) As a condition of the approval of City and WCD to the Amended and Restated Services and Benefits Agreement between City and WCD dated _____, 2025, the parties agreed to amend each of the Airspace Lease as described below.

AMENDMENT

- A. Section 3 of the Airspace Lease entitled “Rental” shall be deleted in its entirety.
- B. Section 10 of the Airspace Lease entitled “Act of God, Rioting, and Public Enemies” shall be amended to read as follows:

Act of God, Rioting, and Public Enemies. In the event of the destruction of all or a portion of the Building Overhang by an act of God, casualty, public enemies, or by reason of riot or insurrection, the Lease shall terminate. Notwithstanding the foregoing, Lessee shall have the right to reconstruct the Building Overhang located in the Airspace and this Lease shall not terminate, provided such reconstruction is commenced within six months of the damage or destruction.

- C. Section 12 of the Airspace Lease entitled “Default and Penalty” shall be amended to read as follows:

Default and Penalty. In the event default shall be made at any time by Lessee in any of the terms and conditions to be kept, observed, and performed by Lessee, and such default shall continue for 30 days after written notice thereof by registered or certified mail to Lessee from Lessor, or if default is of such a nature as to require more than 30 days to effect a cure, and Lessee shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then Lessor may at any time thereafter prior to the curing of such default within a reasonable time, declare the term of Lease ended and terminated by giving Lessee written notice of its intention. If possession of the Airspace is not immediately surrendered, Lessor may re-enter therein and declare the Lease to be terminated; and in such event Lessor may require that Lessee remove and demolish the Building Overhang at its own expense or Lessor may remove or demolish the Building Overhang and require the payment of the expense thereof from Lessee to Lessor within 30 days thereafter.

D. All other sections and terms of the Airspace Lease shall remain in full force and effect without any changes under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, authorized by Ordinance No. _____, as of the day and year first above written.

CITY OF MILWAUKEE

COUNTERSIGNED:

CAVALIER JOHNSON, Mayor

BILL CHRISTIANSON, Comptroller

JAMES R. OWCZARSKI, City Clerk

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 that this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____
MARY L. SCHANNING
Deputy City Attorney
State Bar No. 1029016

IN WITNESS WHEREOF, the Wisconsin Center District, a special purpose district that is a unit of government created under Wis. Stats. § 229.42, has caused these presents to be signed at Milwaukee, Wisconsin, this ____ day of _____, 2025.

WISCONSIN CENTER DISTRICT

Martin Brooks, President and CEO

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, Martin Brooks, the President and CEO of the above-named Wisconsin Center District, to me known to be the person who executed the foregoing instrument and to me known to be the President and CEO of the Wisconsin Center District, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

CONSENTING PARTY ACKNOWLEDGMENT

CL1 Milwaukee, LLC, for itself and its successors and assigns, hereby approves this Lease and acknowledges its responsibilities for maintenance and operation of the Skywalk as set forth in par. 6 of this Lease.

CL1 Milwaukee, LLC

By: _____

Name (Print): _____

Title: _____

Approved as to form and execution
this ____ day of _____, 2025.

Deputy City Attorney

This instrument was drafted by the City of Milwaukee by Deputy City Attorney Mary L. Schanning.

1052-2024-1144:297567

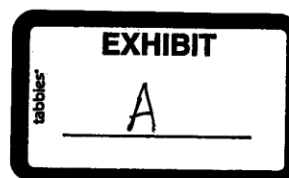
KILBOURN AVE AIR RIGHTS EASEMENT

A cube of air space above a parcel of land located in in the Southeast ¼ of the Northwest ¼ Section and the Southwest ¼ of the Northeast ¼ of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Parcel 1 of CSM No. 6244; thence N 89°21'25" E along the north line of said Parcel 1, 155.84 feet to the point of beginning of the KILBOURN AVE AIR RIGHTS EASEMENT, the ground elevation is 13.7 feet (city datum), the bottom of easement elevation is 48.5 feet (city datum), and the top of easement elevation is 103.5 feet (city datum); thence N 89°21'25" E, 517.52 feet where the ground elevation is 10.8 feet (city datum), the bottom of easement elevation is 48.5 feet (city datum), and the top of easement elevation is 103.5 feet (city datum); thence N 00°43'00" W, 19.42 feet where the ground elevation is 10.7 feet (city datum), the bottom of easement elevation is 48.5 feet (city datum), and the top of easement elevation is 103.5 feet (city datum); thence S 89°16'47" W, 517.52 feet where the ground elevation is 13.0 feet (city datum), the bottom of easement elevation is 48.5 feet (city datum), and the top of easement elevation is 103.5 feet (city datum); thence S 00°43'13" E, 18.73 feet to the point of beginning, where the ground elevation is 13.7 feet (city datum), the bottom of easement elevation is 48.5 feet (city datum), and the top of easement elevation is 103.5 feet (city datum), said parcel of land containing **9872 SF**, or 0.23 Acre more or less, which is contained within a horizontal plane of which is above elevation 48.5 feet and below elevation 103.50 feet and is **55.0 feet in height** and includes a volume of **542,960 Cubic Feet** of air space.

12124.01

Wisconsin Center District



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