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(ITEM ) From the Director, Department of Administrative Services, requesting authorization to assign the Discovery World Ground Lease to the Milwaukee Public Museum and to amend said Lease, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, Milwaukee County (Lessor) is the owner in fee of that certain real estate described in the ground lease (enclosed in the original file), which has been leased to Discovery World (DW) (Lessee) pursuant to the Ground Lease (Lease) between the Lessor and DW; and

WHEREAS, pursuant to an agreement between DW and the Milwaukee Public Museum (MPM), MPM has agreed to purchase and DW has agreed to sell, all of its rights, title and interest in the building and improvements on the leased land, and DW desires to assign its interest in the Lease to MPM in order to further the purpose and mission of the MPM; and

WHEREAS, Lessor, as owner of that certain real estate described in the ground lease, has an interest in assuring that the real estate be maintained in a proper manner; and

WHEREAS, it is in the best interest of the Lessor to have MPM occupy the property; and

WHEREAS, as part of the review of the assignment of the Lease to MPM, in the context of the recently executed Lease and Management Agreement between Lessor and MPM, it was determined that certain provisions of the Lease should be amended for consistency, as follows:

**Amendments.** The Lease is hereby amended as follows:

(a)Section 2.01 shall be amended and restated to read in full as follows:  
**“Section 2.01. Term.** The Term shall be for the period commencing on the date of this Lease and expiring at 11:59 p.m. on December 31, 2022, (the “Initial Term”), unless extended or sooner terminated as provided herein.”

(b)Section 2.02 shall be amended and restated to read in full as follows:  
**“Section 2.02. Extension of Initial Term.** The Initial Term shall automatically extend for four (4) successive periods of five (5) years each (each such extended term is an “Extension Term”, and collectively such extended terms are the “Extension Terms.”) (The Initial Term and the Extension Terms are collectively referred to herein as the “Term.”) (The term preceding any Extension Term is the “Preceding Term.”) Each Extension Term shall commence upon the expiration of

45 the Preceding Term, except that any Extension Term shall not so commence if (a)  
46 the Lessee gives Lessor notice not less than six (6) months prior to the expiration of  
47 any Preceding Term that Lessee elects not to extend such Preceding Term, in which  
48 case this Lease shall terminate upon the expiration of such Preceding Term, or (b)  
49 the Lessor gives the Lessee notice not less than six (6) months prior to the expiration  
50 of any Preceding Term that the Lessor elects not to extend such Preceding Term, in  
51 which case this Lease shall terminate upon the expiration of such Preceding Term.  
52 All terms, covenants and conditions of this Lease applicable to the Initial Term shall  
53 be applicable to any Extension Term.”

54  
55 (c)Section 5.01 shall be amended and restated to read in full as follows:

56 **“Section 5.01. Use of Premises.** Lessee shall use the Premises in furtherance of the  
57 charitable and educational purposes set forth in Lessee's by-laws, provided that  
58 Lessor has approved of such use in writing (such approval not to be unreasonably  
59 withheld or delayed). Lessor hereby approves the use of the Premises by Lessee as a  
60 natural history museum. Subject to Lessor's consent, which consent shall not be  
61 unreasonably withheld or delayed, Lessee may make whatever improvements,  
62 additions or renovations to the Premises that Lessee deems necessary or desirable.  
63 Notwithstanding the foregoing, Lessor approval shall not be required for non-  
64 structural modifications or additions to the interior of the Improvements.”

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66 (d)Section 7.02 entitled “Abandonment” shall be deleted in its entirety.

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68 (e)Section 9.01 shall be amended and restated to read in full as follows:

69 **“Section 9.01. Insurance.** Throughout the Term hereof, Lessee shall purchase and  
70 maintain a public liability insurance policy to afford protection with limits, for each  
71 occurrence, of not less than Five Million Dollars (\$5,000,000) with respect to  
72 personal injury and death, and Five Hundred Thousand Dollars (\$500,000) with  
73 respect to property damage. Lessor shall be named as additional insured. Workers  
74 Compensation coverage shall be at statutory limits with a waiver of subrogation in  
75 favor of Lessor. A Certificate of Insurance indicating the public liability insurance  
76 and workers compensation insurance shall be submitted to the Lessor’s Risk  
77 Manager for review and approval.”

78  
79 (f)Section 10.01 shall be amended and restated to read in full as follows:

80 **“Section 10.01. Casualty.** In the event the Premises, or any portion thereof, is  
81 destroyed or damaged by fire, explosion or any other insured casualty, then Lessee  
82 shall have the right to terminate this lease, as of the date of the destruction, and all  
83 insurance proceeds shall be paid to Lessee. In such an event, Lessee shall bear the  
84 responsibility and cost of all demolition work and other work necessary to make  
85 whatever repairs, improvements and additions to the Premises and construct  
86 whatever additional improvements on the Premises as promptly as practicable as the  
87 Lessee deems necessary or desirable in the best interests of Lessee, provided  
88 sufficient insurance proceeds are paid to Lessee for such repairs and improvements.

89 Notwithstanding anything contrary in this Lease, Lessor approval shall not be  
90 required for non-structural modifications or additions to the interior of the  
91 Improvements.”

92  
93 (g) Exhibit 2 to the Lease (plans and specifications) and Exhibit 3 (articles of  
94 incorporation of lessee) are hereby deleted in their entirety and the words  
95 “Intentionally Omitted” shall be inserted in their place.

96  
97 ; now, therefore,

98  
99 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby approves the  
100 assignment of the Lease from Discovery World to Milwaukee Public Museum, as amended  
101 and attached hereto.

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jmj  
11/04/13  
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