

COW  
11-23-15

15-1231

**AMENDMENT #1 TO GROUND LEASE**

This Amendment #1 to Ground Lease is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Manitowoc, a municipal corporation of the State of Wisconsin ("City"), and Briess Industries, Inc., a Wisconsin corporation, a with its principal offices in Chilton, Wisconsin ("Briess").

**RECITALS**

**WHEREAS**, the City entered into a Ground Lease with Riverland Ag Corporation on May 24, 2012, establishing a ground lease of certain real property from Riverland Ag Corporation to the City and an assignment of an easement from the City to Riverland Ag Corporation; and

**WHEREAS**, the Ground Lease was assigned from Riverland Ag Corporation to Briess, with the consent of the City, on May 23, 2014; and

**WHEREAS**, the parties desire to amend that Ground Lease to allow for an expanded use of the property by the City.

**NOW, THEREFORE**, the parties agree as follows:

1. Section 4.1.1 is amended to read as follows:

Use. Lessee shall use or cause the use of the Ground Leased Premises only for the operation of customary civic or public festivals, exhibitions, a removable ice-skating rink and appurtenances, fairs or fundraisers, including a farmers' market, and parking ancillary to such uses. Lessee's use and occupation of the Ground Leased Premises, and the condition thereof, shall, at Lessee's sole cost and expense, comply with: (i) all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of any governmental agencies, departments, commissions, bureaus, boards or instrumentalities of the United States, the state in which the Ground Leased Remises are located and all political subdivisions thereof, including, without limitation, all health, building, fire, safety, and other codes, ordinances and requirements and all applicable standards of the National Board of Fire Underwriters; and (ii) all restrictions, covenants and encumbrances of record with respect to the Ground Leased Premises.

2. In all other respects, the terms and conditions of the original Ground Lease dated May 24, 2012 shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have executed this Amendment as of the date written above.

**CITY OF MANITOWOC**

**BRIESS INDUSTRIES, INC.**

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

By: \_\_\_\_\_  
Gordon Lane, President & COO

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk/Deputy Treasurer

This amendment was drafted by Kathleen M. McDaniel, Manitowoc City Attorney

\\city\_server\ca2\fr\CYCOM\WpDocs\D017P002\00015309.DOCX