

THIRD AMENDMENT TO EASEMENT AND  
LEASE AGREEMENT DATED JULY 1, 1961

THIS AMENDMENT OF EASEMENT & LEASE AGREEMENT dated July 1, 1961 between the City of Milwaukee, a Wisconsin municipal corporation, acting by and through its Board of Harbor Commissioners (hereinafter referred to as “the City”), and the West Shore Pipeline Company, a Delaware corporation licensed in Wisconsin (hereinafter referred to as “Tenant”).

Whereas, the City and Tenant entered into an “Easement and Lease Agreement” on July 1, 1961 (the “Lease”); and

Whereas, the Lease was first extended and amended on April 23, 1984; and

Whereas, the Lease was further amended and extended on March 11, 2008; and

Whereas, the City and Tenant both wish to continue the Lease as amended and extended, but also wish to modify the Lease so as to permit the Milwaukee Metropolitan Sewerage District to purchase from Tenant a portion of Tenant’s pipeline, which is located on City property at the Port of Milwaukee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree that the Lease shall be and hereby is modified as follows:

1. **Scope of Amendment; Defined Terms.** Except as expressly provided in this Amendment, the Lease as amended and extended shall remain in full force and effect. It is expressly acknowledged that both the term of the Lease as specified in the Amendment and Extension thereof dated March 11, 2008 and the rent payments recited herein shall not be changed by this Amendment.

2. **Entire Amendment.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

3. **Carve-Out from Lease.** The Lease is amended to remove the following area:

**Legal Description:**

That part of the Southwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 6 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin following the below described Reference line:

Commencing at the South 1/4 corner of said Section 4; thence North 88°06’59” East along the Southerly line of said Southeast 1/4 of Section 4, 1024.90 feet to said Reference Line; thence North 15°54’22” West along said Reference Line, 393.17 feet to a

Point of Intersection (PI); thence North 53°56'08" East along said Reference Line, 106.42 feet to a Point of Intersection (PI); thence North 16°15'52" West along said Reference Line, 287.55 feet to a Point of Intersection (PI); thence continuing North 00°00'00" West along said Reference Line, 32.37 feet to the Point of Beginning; thence continuing North 00°00'00" West along said Reference Line, 17.02 feet to a Point of Intersection (PI); thence North 17°44'07" West along said Reference Line, 235.58 feet to a Point of Intersection (PI); thence North 23°41'52" East along said Reference Line, 397.68 feet to a point 7.50 feet North of the Northwesterly line of E. Bay Street; thence North 59°06'55" East parallel with said Northwesterly line of E. Bay Street, 203.10 feet to the westerly line of S. Harbor Drive and the point of termination being 1480.50 feet, North 00°53'43" West and 1209.45 feet, North 89°06'17" East from the South 1/4 corner of said Section 9.

A diagram depicting the area removed from the Lease is attached hereto as Exhibit A which is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Lease dated July 1, 1961 to be executed by their proper respective officers and their corporate seals to be affixed hereto as of the day and year first written above.

IN THE PRESENCE OF:  
**CITY OF MILWAUKEE**

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
W. Martin Morics, Comptroller

In the Presence of:  
**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Eric C. Reinelt, Secretary

In the Presence of:  
**WEST SHORE PIPELINE COMPANY, INC.**

\_\_\_\_\_  
James C. Andrews, President

\_\_\_\_\_  
William R. Serra, Vice President

**STATE OF ILLINOIS**  
**COOK COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, James C. Andrews, the President, and William R. Serra, the Vice President of West Shore Pipeline Company, Inc. who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Illinois

My Commission Expires \_\_\_\_\_

**PLEASE NOTE: TENANT MUST COMPLETE THE FOLLOWING:**

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: Corporation

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the above Tenant  
(print name) (print title)  
named herein; that \_\_\_\_\_, who executed this Lease on behalf of the Tenant was then  
(print signator of tenant)

\_\_\_\_\_ of said Corporation, and in said capacity, duly signed said Lease for and on  
(official capacity of signator)

behalf of said Corporation, being duly authorized so to do under its operating agreement and/or articles,  
or is authorized so to do by action of its members and members, all of which is within the scope of its  
powers.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(location)

\_\_\_\_\_  
(signature)

APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

THIRD AMENDMENT TO EASEMENT  
AND LEASE AGREEMENT

Between

WEST SHORE PIPELINE COMPANY

and the

BOARD OF HARBOR COMMISSIONERS  
CITY OF MILWAUKEE

Date of Amendment: \_\_\_\_\_