

**Amendment One  
for the Lease of Premises at 123 North 25<sup>th</sup> Street  
In the City of Milwaukee**

This Amendment One is made to the Lease between the Milwaukee Metropolitan Sewerage District (“Lessor”), a special purpose municipality under Wisconsin Statute § 200.21 *et seq.*, and the City of Milwaukee (“Lessee”), a general purpose municipal corporation operating under charter, for the property located at 123 North 25<sup>th</sup> Street in the City of Milwaukee (the “Leased Premises”).

WHEREAS, Lessee has leased the Leased Premises from the Lessor on a continuous basis since April 1, 2003 and desires to continuing the lease arrangement on a month-to-month basis.

THEREFORE, the parties agree to amend the Lease, effective April 1, 2013, as stated herein.

Article 2, Term and Extension of Lease, is deleted and replaced as follows:

The Term of the Lease is to continue on a month-to-month basis under the below described terms and conditions. The Leased Premises are to be used, occupied and operated to accommodate the Lessee’s parking checker, fleet maintenance and miscellaneous Department of Public Works operations which includes vehicle storage and repair, finished locker rooms, offices, personnel assembly areas and maintenance facilities, along with limited site and building storage. Rental amounts shall be calculated on an annual basis (a “lease year”) and charged monthly as set forth in Articles 2 and 3. Both parties agree to provide a 90 day notice of intention to terminate the Lease.

Article 3, Rental Amount and Security Deposit, delete the first paragraph only and replace as follows:

**Rental Amount.** Rent shall be paid monthly, due on the first day of the month. The monthly rental amount for the period from April 1, 2013 to March 31, 2014 shall be \$12,017. Lessor may increase the rent annually, as of April 1, by providing written notice to the Lessee. Rent may be increased according to the paragraph titled “Annual Rental Subject to Consumer Price Index Adjustment.”

Article 6, Lessee’s Responsibilities, is amended to add the following text to paragraph B:

Lessee is responsible for all regulatory requirements associated with the underground storage tanks on the Leased Premises, including all reporting with the State of Wisconsin and required maintenance, testing, and recordkeeping. The Lessor shall be provided a copy of all reporting provided to the State of Wisconsin.

All other terms and conditions of Lease remain in effect.

**Milwaukee Metropolitan Sewerage District**

**City of Milwaukee**

\_\_\_\_\_  
Kevin L. Shafer, P.E.  
Executive Director

\_\_\_\_\_  
Ghassan A. Korban, P.E.  
Commissioner of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Attorney for the District

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

\_\_\_\_\_  
Martin Matson, Comptroller

Date: \_\_\_\_\_