

THIRD  
AMENDMENT TO LEASE AGREEMENT

Between

KINDER MORGAN BULK TERMINALS

and the

BOARD OF HARBOR COMMISSIONERS/  
City of Milwaukee

For lease of approximately 13.8 acres of property  
located at 401 East Greenfield Ave. and the removal  
of approximately 0.2 acres from the Property

Term: May 1, 2013 to December 31, 2017

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement, made and entered into at Milwaukee, Wisconsin as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KINDER MORGAN BULK TERMINALS, INC., a Wisconsin Corporation, (hereinafter referred to as the "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City"),

WITNESSETH

WHEREAS the City and the Tenant have entered into a Lease Agreement dated September 10, 1991 (hereinafter referred to as the "Lease Agreement"), for the lease of approximately 13.8 acres of real property located at 401 E. Greenfield Avenue in the City of Milwaukee (and hereinafter referred to as the "Property");

WHEREAS the Lease Agreement was amended and extended on July 28, 1998 for one five-year term ending December 31, 2002; and for additional five extensions for successive one-year periods (First Amendment and Extension); and

WHEREAS the Lease Agreement was further amended and extended on September 12, 2003 for one four-year period ending December 31, 2007; and two extensions for successive five-year periods ending December 31, 2017 (Second Amendment and Extension); and

WHEREAS the City and Tenant have agreed to make certain adjustments as described below to the boundaries of the real property under this Lease: and

WHEREAS the Tenant and the City agree that the adjusted boundary included in this Amendment are necessary to the reconfiguring of East Greenfield Avenue.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the Tenant agree to amend the Lease Agreement dated September 10, 1991, as follows:

1. Starting May 1, 2013 the Parcel of land will be reduced to the area shown on Exhibit A consisting of two parts: A map showing the amended lease, and a legal description describing the amended lease. Approximately 0.2 acres are removed.
2. The other terms and conditions of the Lease Agreement as have been in effect during the Initial Term and subsequent extensions shall remain unchanged and continue in full force and effect.

3. Approval. IT IS FURTHER AGREED AND UNDERSTOOD that this Lease Amendment must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized officers executed this Lease Amendment under seal as of the day and year first above written.

In the Presence of:

**CITY OF MILWAUKEE**

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

\_\_\_\_\_  
Jim Owczarski, City Clerk

COUNTERSIGNED:

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

In the Presence of:

**BOARD OF HARBOR COMMISSIONERS**

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

\_\_\_\_\_  
Lawrence Sullivan, Interim Secretary

In the Presence of:

**KINDER MORGAN BULK TERMINALS, INC**

\_\_\_\_\_  
Mr. Roy Cook, President

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roy Cook, President of Kinder Morgan Bulk Terminals, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

**PLEASE NOTE:** TENANTS 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  
(print name) (print title)

above TENANT named herein; that \_\_\_\_\_, who executed this  
(print signator of tenant)

Lease on behalf of the TENANT was then \_\_\_\_\_ of said  
(official capacity of signator)

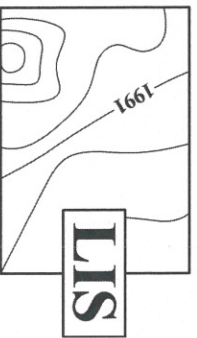
corporation, and in said capacity, duly signed said Lease for and on behalf of said corporation,  
being duly authorized so to do under its bylaws or is authorized so to do by action of its duly  
constituted board, all of which is within the scope of its corporate powers.

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

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

APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

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



LAND INFORMATION SERVICES, INC.  
ENGINEERS, SURVEYORS & CONSULTANTS

9110 W. STICKNEY AVENUE  
WAUWATOSA, WI 53226  
T 262.512.9000 F 262.512.9001  
www.lisinc.com

DRAWN BY: M.D.N.  
CHECKED BY: M.L.W.  
DATE: 2.27.13  
JOB NUMBER: S12022ROM01



N88°29'41"E  
115.42'  
N89°56'29"E 405.45' (LEASE)  
N88°30'24"E 289.46'  
NORTHWEST CORNER OF SECTION 4-6-22

S 87°59'17" W  
358.94'  
(S89°25'22" W LEASE)

LINE OF THE  
THWEST ¼ OF  
SECTION 4-6-22  
8.59'  
01°21'32" E  
32.97'  
01°21'35" W  
38.25" E  
0.56'

NORTHWEST CORNER OF SECTION 4-6-22



GRAPHIC SCALE

02-27-2013



NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	10.90'	2569.09'	S 24°56'50.5" E	10.90'	0°14'35"
C2	694.74'	2569.09'	N 32°48'57.5" W	692.63'	15°29'39"

EXHIBIT "A"

MILWAUKEE BULK TERMINALS, INC.

GREENFIELD AVENUE SITE LEASE DESCRIPTION

That part of Lot 1, in the Partition of that part of the Northwest ¼ of Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest ¼ of said Section; thence N88°29'41"E along the North line of Northwest ¼ of said Section 115.42 feet; thence N88°30'24"E along the North line of the Northwest ¼ of said Section 289.46 feet; thence S00°39'11"E parallel to the West line of the Northwest ¼ of said Section 16.00 feet; thence Southeasterly along an arc of a curve along the East line of a Railway right-of-way, whose center lies to the Northeast, whose radius is 2569.09 feet, whose chord bears S24°56'50.5"E 10.90 feet, a distance of 10.90 feet to the point of beginning, said point being the intersection of the Northeasterly line of said Railway right-of-way and the new South line of E. Greenfield Avenue; thence N88°30'24"E parallel to the North line of the Northwest ¼ of said Section 1005.52 feet; thence S01°21'35"E 21.89 feet; thence N88°38'25"E 120.56 feet; thence N01°21'35" W 32.97 feet; thence N57°02'54"E 7.85 feet; thence N86°21'32"E 28.59 to a point on the Westerly dock line of the Kinnickinnic River; thence S20°06'44"W along the Westerly dock line of said River 828.69 feet; thence S87°59'17"W 358.94 feet to a point on the Northeasterly line of said Railway, said point being 760.75 feet South of the South line of said Avenue; thence N40°33'47"W along the Northeasterly line of said Railway 217.77 feet to a point of curvature; thence Northwesterly along an arc of curve and the Northeasterly line of said Railway, whose center lies to the Northeast, whose radius is 2569.09 feet, whose chord bears N32°48'57.5"W 692.63 feet, a distance of 694.74 feet to the point of beginning.

Containing 13.628 acres of land more or less.  
401 E. Greenfield Avenue

