

Amendment to Lease Agreement

This Amendment to Lease Agreement made and entered into at Milwaukee, Wisconsin as of this _____ day of _____, 2015, by and between Kinder Morgan/Milwaukee 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”),

Whereas, the City and the Tenant have entered into a Lease Agreement dated October 24, 1996 (hereinafter referred to as the “Lease Agreement”) for the lease of seven parcels of Real Property on the South Harbor Tract, totaling 12.06 acres and lease of a 15,339 sq. ft. building located at 1900 S. Harbor Drive (hereinafter referred to as the “property”) and;

Whereas the Lease Agreement provided for a term of Twenty One (21) years and four (4) months commencing October 24, 1996, and terminating June 30, 2018; and

Whereas the City and Tenant have agreed to add an additional (8th) parcel to the Lease Agreement as further specified in this Amendment to the Lease Agreement.

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 October 24, 1996, as follows:

1. Term.

A) Coterminous with remaining term of the Lease Agreement, beginning on the effective date of this Amendment to Lease Agreement and expiring on the date specified in the Lease Agreement dated October 24, 1996, i.e., June 30, 2018

2. Purpose of Amendment. Provide Tenant with dock space to store and transfer limestone. Tenant warrants that such site in its present condition is suitable for Tenant’s intended purpose. No hazardous materials will be handled at the site. Tenant anticipates 100,000 - 200,000 tons of limestone will be stored and transferred at this site annually.

3. Property. Property constituting the subject matter of this amendment is referred to as the North Bulk Dock, comprising 2.3 acres located at the north end of the City Heavy Lift Dock and is depicted in Exhibit “A” attached hereto.

4. Rent For the Property.

A) For the initial period on the effective date of this Agreement and Extension, rent for the Property is Sixteen Thousand Five Hundred Twelve dollars and no/100ths Dollars (\$16,512) per acre per year payable quarterly in advance at \$9,494.40 per quarter and \$37,977.60 annually.

B) Wharfage & Dockage: in addition to the foregoing rent, Tenant shall also pay wharfage as determined by reference to the appropriate provision of the Municipal Port Tariff in effect at the time of the charge is made as said Municipal Port Tariff shall be subject to change. Wharfage charges shall be paid on the fifteenth day of every month following the month in which they are incurred.

5. Use of Property: Tenant shall coordinate setback and height of limestone piles with the Port's Engineering Department throughout the term of this License to determine storage capacity. As this is a new dock fifty (50) foot setback is required, with the height of the limestone pile of 18-25 feet on a trial basis, as described on Exhibit B.

6. Insurance. Tenant shall maintain in full force and effect throughout the remaining term of the Lease Agreement the following insurance covering any and all liability or obligations which may result from operations by Tenant, Tenant's employees, agents, contractors or subcontractors:

A) Property insurance coverage protecting against physical damage (including but not limited to fire, lightning, extended coverage perils, vandalism, sprinkler leakage, water damage, collapse and other special extended perils) to the extent of the replacement cost of Tenant's personal property and improvements as well as goods or property in Tenant's care, custody and/or control.

B) Comprehensive General Liability Insurance (including but not limited to Products and Completed Operations and Contractual Liability, as applicable to Tenant's obligations under the Lease Agreement) with limits not less than:

Each Occurrence Limit:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Policy Aggregate:	\$2,000,000

C) Automotive Liability Insurance with Limits not less than:

Bodily Injury and Property Damage Combined Single Limit:	\$1,000,000 per occurrence
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D) Worker's Compensation Insurance in accordance with Chapter 102,
Wisconsin Statutes and any applicable Federal law.

E) Umbrella Coverage: \$10,000,000 in aggregate

7. Applicability of Lease Agreement. Except as otherwise provided for in this Amendment to the Lease Agreement, all other terms and conditions of the Lease Agreement dated October 24, 1996, shall remain unchanged and continue in full force and effect.

In Witness Whereof, the parties hereto have caused this Amendment to the Lease Agreement to be executed by the proper respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on the day and year first above written.

In the Presence of:

CITY OF MILWAUKEE

Tom Barrett, Mayor

Jim Owczarski, City Clerk

COUNTERSIGNED:

Martin Matson, Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Lawrence Sullivan, Interim Secretary

KINDER MORGAN BULK TERMINALS, INC.

James Hill, General Manager

STATE OF _____
_____ COUNTY

Personally came before me this _____ day of _____, 20_____,
James Hill, the General Manager, who by its authority and on its behalf executed the foregoing
instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

APPROVED as to Form and Execution this
_____ day of _____, 20____

Assistant City Attorney

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12/11/14

PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:

(Note: Someone other than the individual who executed this Agreement 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)

Agreement on behalf of the above TENANT was then _____
(official capacity of signator)

of said 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)

AMENDMENT TO LEASE AGREEMENT

Between

KINDERMORGAN/MILWAUKEE BULK TERMINALS,
INC.

And the

BOARD OF HARBOR COMMISSIONERS/
CITY OF MILWAUKEE

Lease is for real property referred to as the North Bulk Dock comprising of 2.3 acres located at the north end of the City Heavy Lift Dock to store and transfer limestone (also known as Parcel 8)

Term: Coterminous with remaining term of the Lease Agreement, beginning on the effective date of this Amendment to Lease Agreement and expiring June 20, 2018