

AMENDMENT TO LEASE AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 1.15 acres of property on the South Harbor Tract  
(0.232 acres was added to the original .921 acres)

Effective: January 1, 2007 – December 31, 2010

## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement made and entered into at Milwaukee, Wisconsin as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between EDWARD E. GILLEN COMPANY, a Wisconsin corporation, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin 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 December 20, 1999 (hereinafter referred to as the "Lease Agreement"), for the lease of .921 acres of real property located at 1801 East Carferry Dr. in the City of Milwaukee (and hereinafter referred to as the "Property");

WHEREAS the Lease Agreement was amended and extended for a four year period terminating on December 31, 2010;

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

WHEREAS it is anticipated that land utilization and operating efficiencies will improve as a result of the adjusted boundaries included in this amendment;

NOW, Therefore, in consideration of the mutual covenants and conditions set forth herein, the City and Tenant agree to amend the Lease Agreement dated December 20, 1999 as follows:

1. Parcel 1: Starting February 1, 2007 this Parcel will be removed from the Tenant's leasehold under this lease (see Exhibit A attached). The driveway on the north edge of the Property will remain in the Tenant's leasehold. Tenant agrees to preserve the driveway's shared use status for mooring basin access, as has historically been the case.

2. Parcel 2: This parcel will be added to the leasehold. The deletion of Parcel 1 and the addition of Parcel 2 change the amount of real property included in the lease to 1.15 acres.

The Tenant's use of Parcel 2 remains as set forth in the Lease Agreement dated December 20, 1999. This use will be non-exclusive, meaning that shared access with other Port users along the dockwall will be maintained as has historically been the case.

The Tenant further agrees that use of the dockwall and ballards will remain open and unrestricted to all vessels including the winter lay-up fleet. Tenant has preferential but not exclusive use of the berthing space along the dockwall and will cooperate with the Port Harbor Master in arranging berth assignments.

3. Due to weight limitations necessitated by the dockwall construction, tenant agrees to maintain a use setback of 15 feet from the dockwall for heavier loads and a weight limit of 600 pounds per square feet.

4. 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.

5. 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

\_\_\_\_\_  
Thomas Barrett , Mayor

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

COUNTERSIGNED:

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

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Daniel J. Steininger, President

\_\_\_\_\_  
Donna Luty, Secretary

In the Presence of:

EDWARD E. GILLEN CO.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Tom Barrett, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

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

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Ronald D. Leonhardt, the City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

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

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, W. Martin Morics the City Comptroller of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing and acknowledged the same.

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

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Daniel J. Steininger, President, and Donna Luty, Secretary of the Board of Harbor Commissioners, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

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

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_, the \_\_\_\_\_, and \_\_\_\_\_,  
the \_\_\_\_\_, of EDWARD E. GILLEN CO., 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