

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (“Amendment”) is made as of March ____, 2022 by and between THE DELONG COMPANY, INC., a Wisconsin corporation (“Tenant”), and CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (“City”).

RECITALS

1. City and Tenant entered into that certain Lease Agreement dated as of October 26, 2020 (the “Lease”) with respect to the real property situated on the South Harbor Tract of the City of Milwaukee (the “Property”).
2. City and Tenant desire to modify the Lease as set forth below.

AGREEMENTS

In consideration of the mutual covenants contained herein, the parties agree that the Lease is hereby amended as follows:

1. Property. The recital to the Lease is hereby deleted in its entirety and replaced with the following:

“City hereby leases, demises and lets unto Tenant the following four (4) parcels of real property comprised of approximately 4.64 acres (hereinafter referred to as the ‘Property’), located on the South Harbor Tract of the City of Milwaukee.

- Parcel E: Comprised of approximately 2.66 acres on the South Harbor Tract of the City of Milwaukee, and situated at 1711 S. Carferry Drive.
- Parcel 30: Comprised of approximately 0.57 acres on the South Harbor Tract of the City of Milwaukee, and situated at 1801 S. Carferry Drive.
- Parcel G: Comprised of approximately 1.37 acres on the South Harbor Tract of the City of Milwaukee, and situated at 1790 S. Carferry Drive.
- Parcel E1: Comprised of approximately 0.04 acres adjacent to Parcel E.

The Property included in this Lease is more particularly depicted and described in Exhibit A attached hereto and incorporated into this document by this reference.”

Exhibit A of the Lease is hereby deleted in its entirety and replaced with the new Exhibit A attached hereto and incorporated herein (“Revised Exhibit A”). Exhibits B and C of the Lease are hereby deleted in their entirety.

2. Rent. The recital to the Lease is hereby deleted in its entirety and replaced with the following:

- A) During the term of this Lease Agreement, Tenant shall pay, as base rental, for the use of the real property and building a lease rate of Thirty Thousand and 00/100 dollars (\$30,000.00) per acre annually or One Hundred Thirty Nine Thousand Two Hundred dollars (\$139,200.00) per year. Rent shall be paid quarterly, in arrears, on February 1, May 1, August 1, and November 1. Each rent payment shall be for the immediately preceding quarter.
- B) The Tenant shall pay, as a prorated rent, for the use of the real property and building a lease rate of Fifteen Thousand and 00/100 dollars (\$15,000.00) per acre annually or Sixty Three Thousand Six Hundred dollars (\$63,600) for the first year (November 1, 2020 – October 31, 2020). Rent shall be paid quarterly, in arrears, on February 1, May 1, August 1, and November 1. Each rent payment shall be for the immediate preceding quarter.
- C) The Tenant shall pay, as a prorated rent, for the use of the real property and building a lease rate of Twenty Two Thousand Five Hundred and 00/100 dollars (\$22,500) per acre annually or One Hundred Four Thousand Four Hundred (\$104,400) for the second year (November 1, 2021 – October 31, 2022). Rent shall be paid quarterly, in arrears on February 1, May 1, August 1, and November 1. Each rent payment shall be for the immediately preceding quarter. The amended rent amount for the prorated second year of the term of this Lease Agreement will go into effect during the May 1, 2022 billing cycle (for the immediately preceding calendar quarter).
- D) Effective November 1, 2022 the full base rent rate will enter into effect per amended Section 2A.
- E) On the fifth-year anniversary of this Lease Agreement (November 1, 2025), and on subsequent 5-year anniversaries (e.g. November 1, 2030; November 1, 2035; etc.) rent shall be adjusted to the amount determined by applying the percentage increase if any, over the applicable 5 year period in the “All Commodities” line of the “Producer Price Indexes” (currently Series ID No. WPU00000000) published by the United States Bureau of Labor Statistics (or its successor organization). In no event shall the new base rental, as adjusted, be increased less than 2.5% above the previous payment amount.

3. Terminology. Any capitalized term which is not defined herein shall have the meaning attributed to such term in the Lease.

4. Full Force and Effect. The Lease as hereby amended is hereby ratified and affirmed, and except as expressly amended hereby, all other terms and provisions of the Lease remain unchanged and continue in full force and effect. The terms of this Amendment shall control over any conflicts between the terms of the Lease and the terms of this Amendment.

5. Binding. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Counterparts; Signatures. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile or electronic signatures.

[SIGNATURES ON NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first written above.

CITY OF MILWAUKEE

Cavalier Johnson, Mayor

Jim Owczarski, City Clerk

COUNTERSIGNED:

Aycha Sawa, Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelster, President

Adam Tindall-Schlicht, Secretary

THE DELONG COMPANY, INC.

_____, _____

STATE OF WISCONSIN
_____ COUNTY

Personally came before me this _____ day of _____, 2022, _____, the _____ of The DeLong Company, Inc. who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

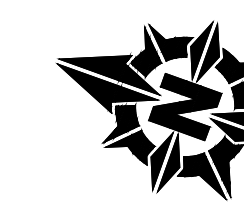
NOTARY PUBLIC, State of _____
My Commission Expires _____

APPROVED as to Form and Execution this
_____ day of _____, 2022

Assistant City Attorney

REVISED EXHIBIT A
PROPERTY DEPICTION

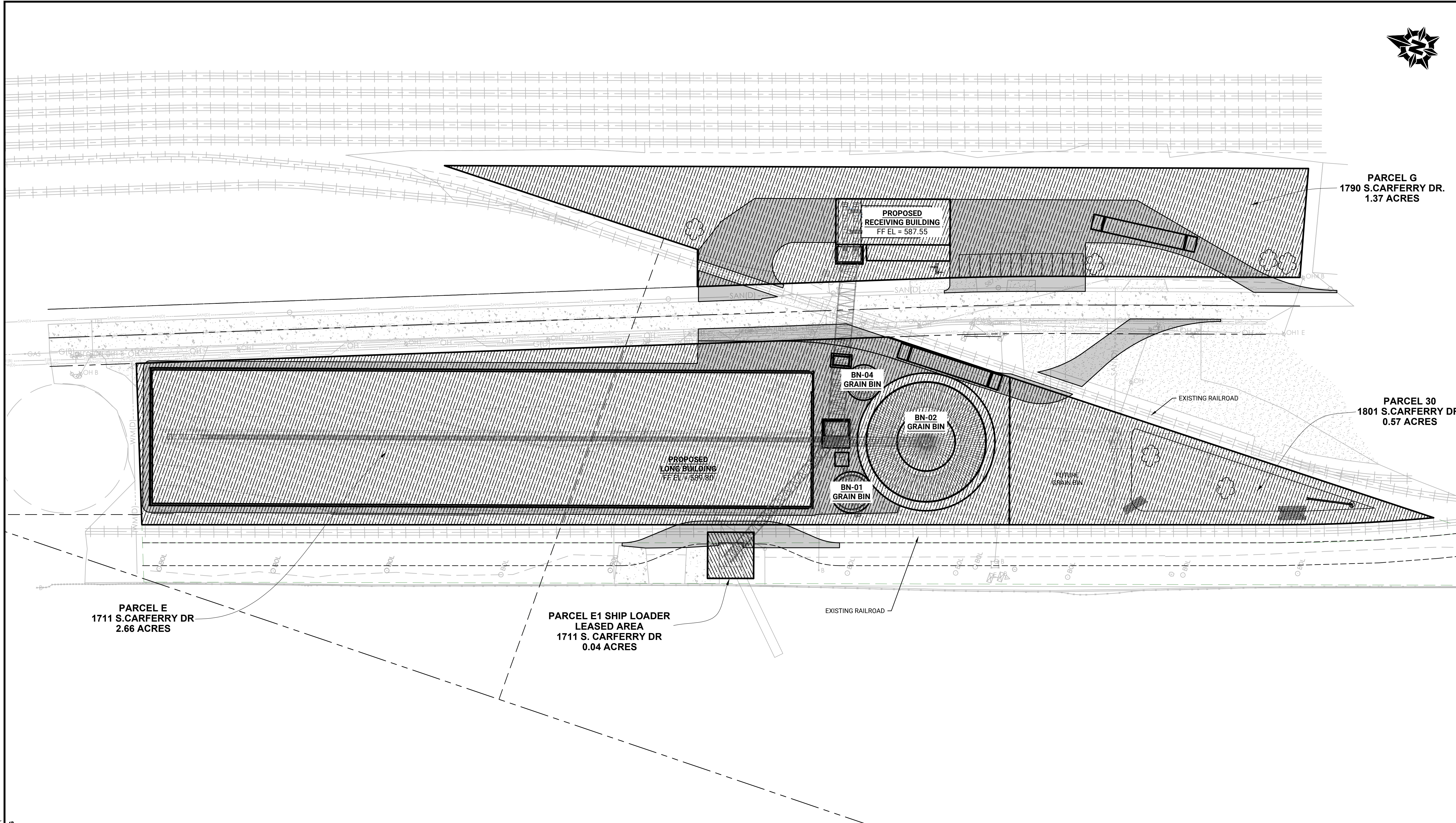
The Property included in this Lease is more particularly depicted in the attached drawings.



THIS DOCUMENT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE CONSULTANTS, INC. ANY UNAUTHORIZED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DOCUMENT UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

THIS DRAWING WAS PREPARED AT THE GRAPHIC SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS.



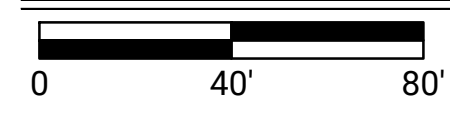
PARCEL E
1711 S.CARFERRY DR
2.66 ACRES

PARCEL E1 SHIP LOADER
LEASED AREA
1711 S. CARFERRY DR
0.04 ACRES

PARCEL G
1790 S.CARFERRY DR.
1.37 ACRES

PARCEL 30
1801 S.CARFERRY DR.
0.57 ACRES

PROPOSED LEASED AREA



**THE DELONG COMPANY
PORT MILWAUKEE
AGRICULTURE MARITIME EXPORT
FACILITY PORT OF MILWAUKEE**

NO.	BY	DATE	REVISIONS	
			DESCRIPTION	
1				
2				
3				
4				
5				

DATE OF PREPARATION		
	BY	DATE
SURVEYED	AJM	
DRAWN	PCG	JANUARY 2022
DESIGNED	RWK	JANUARY 2022
CHECKED		

SHEET TITLE:
**LEASED PARCEL
EXHIBIT**

ISSUANCE:

PROJECT NO: 0020D016
SHEET NUMBER

REV I

Friday, February 4, 2022 3:03:49 PM
DWG Filename: delong_lease exhibit_rev.dwg Layout: leased parcel exhibit-rev h
DWG Folder Location: p:\Delong Co\0020D016\CAD\Drawings\Stormwater\

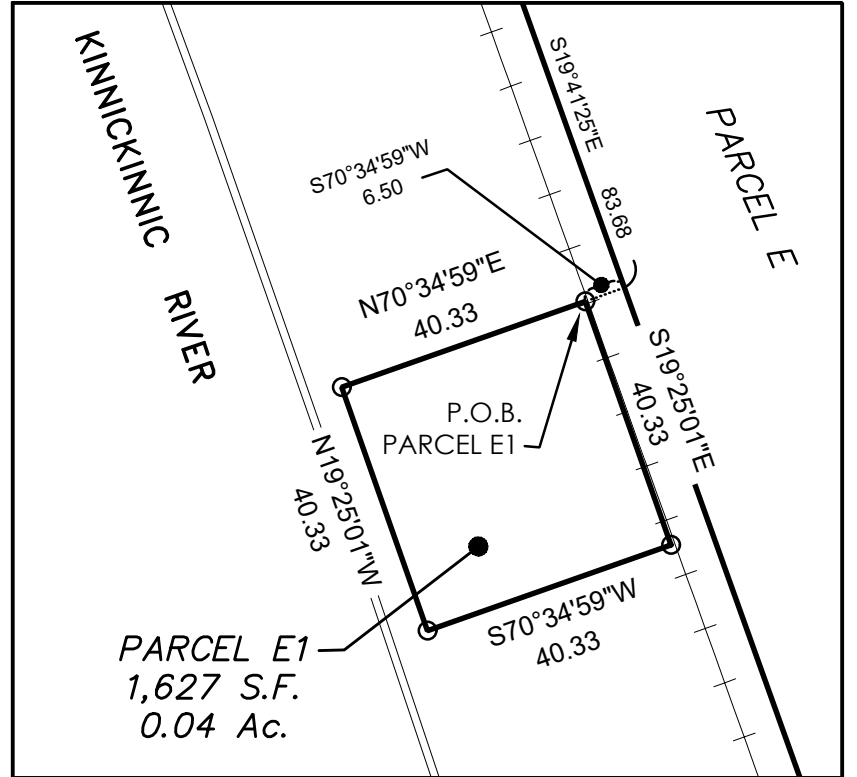
Delong Co\2020\016\CAD\References\DELONG_LEASE EXHIBIT_REV.DWG

PROPERTY DESCRIPTION

The Property included in this Lease is more particularly described in the attached legal descriptions.

P.O.C.
NW CORNER
NE 1/4 SEC 4
T6N, R22E

DETAIL "A"
PARCEL E1
1711 S.CARFERRY DR.
1,627 S.F. (0.04 Ac.)



P.O.B.
PARCEL E

PARCEL E1
1711 S.CARFERRY DR.
1,627 S.F.
0.04 Ac.
(SEE DETAIL "A")

PARCEL E
1711 S.CARFERRY DR.
115,768 S.F.
2.66 Ac.

PARCEL 30
1801 S.CARFERRY DR.
24,850 S.F.
0.57 Ac.

PARCEL G
1790 S.CARFERRY DR.
59,889 S.F.
1.37 Ac.

HORIZONTAL DATUM:
WISCONSIN STATE PLANE NAD 83
COORDINATE REFERENCE SYSTEM



CLIENT	
PROPERTY EXHIBIT DELONG - LEASED PARCELS	
SCALE 0 100 200	PROJECT ID: 20D016.00
DATE: 2/4/2022	Foth
PREPARED BY: AJM	
CHECKED BY: JDS	
SHEET 1	

Port of Milwaukee – Delong Parcel E (1711 S. Carferry Drive)

Legal Descriptions

Land being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, all in Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 00° 56' 16" East along the West line of said 1/4 section a distance of 1310.33 feet; thence South 19° 41' 25" East 137.45 feet to the point of beginning of lands being described.

Thence North 68° 20' 04" East 141.27 feet to the West right-of-way line of "South Carferry Drive"; Thence South 21° 41' 49" East along said West right-of-way line 659.08 feet; Thence South 01° 20' 52" East 111.61 feet; Thence South 70° 30' 33" West 129.14 feet; Thence North 19° 41' 25" West 759.30 feet to the point of beginning of lands being described.

Containing 115,768 Square feet (2.66 Ac.) of land more or less.

Date: 2/4/2022

Andrew Miazga (S-2826)

Port of Milwaukee – Delong Parcel E1 (1711 S. Carferry Drive)

Legal Descriptions

Land being a part of the Southwest 1/4 of the Northeast 1/4, all in Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 00° 56' 16" East along the West line of said 1/4 section a distance of 1827.38 feet; thence North 90°00'00" East 176.55 feet to the West line of a leased parcel E (1711 South Carferry Drive); thence South 19°41'25" East along said West parcel line 83.68 feet; thence South 70°34'59" West 6.50 feet to the point of beginning of lands being described.

Thence South 19°25'01" East 40.33 feet; thence South 70°34'59" West 40.33 feet; thence North 19°25'01" West 40.33 feet; thence North 70°34'59" East 40.33 feet to the point of beginning of lands being described.

Containing 1,627 Square feet (0.04 Ac.) of land more or less.

Date: 2/4/2022

Andrew Miazga (S-2826)

Port of Milwaukee – Delong Parcel G (1790 S. Carferry Drive)

Legal Descriptions

Land being a part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, all in Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 00° 56' 16" East along the West line of said 1/4 section a distance of 1827.38 feet; thence North 90° 00' 00" East 397.92 feet to the point of beginning of lands being described.

Thence North 70°34'59" East 32.42 feet; Thence North 01° 20' 52" West 233.29 feet; Thence South 19° 29' 57" East 756.19 feet; Thence South 74° 45' 59" West 95.55 feet to the East right-of-way line of "South Carferry Drive"; Thence North 19° 26' 39" West along said East right-of-way line 208.20 feet to a point of curvature; Thence Northwesterly 113.63 feet along said East right-of-way line and the arc of a curve whose center lies to the West, whose radius is 2889.93 feet and whose chord bears North 20° 34' 14" West 113.62 feet; Thence North 21° 41' 49" West along said East right-of-way line 205.80 feet to the point of beginning of lands being described.

Containing 59,889 Square feet (1.37 Ac.) of land more or less.

Date: 2/4/2022

Andrew Miazga (S-2826)

Port of Milwaukee – DeLong Parcel 30 (1801 S. Carferry Drive)

Legal Descriptions

Land being a part of the Southwest 1/4 of the Northeast 1/4, all in Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 00° 56' 16" East along the West line of said 1/4 section a distance of 1310.33 feet; thence South 19° 41' 25" East 896.75 feet to the point of beginning of lands being described.

Thence North 70° 30' 33" East 129.14 feet; Thence South 01° 20' 52" East 390.85 feet to a point of curvature; Thence Northwesterly 133.67 feet along the arc of a curve whose center lies to the East, whose radius is 1454.19 feet and whose chord bears North 22° 19' 25" West 133.62 feet; Thence North 19° 41' 25" West 237.96 feet to the point of beginning of lands being described.

Containing 24,850 Square feet (0.57 Ac.) of land more or less.

Date: 2/4/2022

Andrew Miazga (S-2826)

FIRST AMENDMENT
TO
LEASE AGREEMENT

Between

THE DELONG COMPANY, INC.

And the

BOARD OF HARBOR COMMISSIONERS

Of the

CITY OF MILWAUKEE

For lease of Four Parcels of Real Property
Located on the South Harbor Tract,
Totaling 4.64 acres.

Lease Term: November 1, 2020
through
October 31, 2035

(The lease term may be extended thrice,
each for an additional 5 years)