

**AMENDMENT NO. 1 TO THE
OUT-OF-PROGRAM AGREEMENT BETWEEN
THE CITY OF MILWAUKEE AND
THE HERITAGE LAND COMPANY FOR THE
HERITAGE WOODS ADDITION NO. 1 SUBDIVISION**

THIS FIRST AMENDMENT, entered into by and between the City of Milwaukee, a municipal corporation, (hereinafter referred to as the “City”) and the Heritage Land Company (hereinafter referred to as the “Developer”).

W I T N E S S E T H

Whereas, The Developer intends to develop a residential subdivision in the area generally north of West Green Tree Road at North 113th Court in the city of Milwaukee; and

Whereas, The Common Council of the City of Milwaukee has previously approved an Out-of-Program Agreement for the project (File No. 991415 approved January 18, 2000); and

Whereas, This Agreement outlines the design, funding and construction responsibilities of the City and the Developer regarding installation of the subdivisions’s public improvements; and

Whereas, The Agreement provides that the Developer shall pay 100% of the public improvement costs; and

Whereas, The Developer has requested that he be allowed to let public improvement construction contracts in conjunction with other contracts he is already managing in the area; and

Whereas, The City’s DBE and Resident Hiring provisions would be incorporated into any Developer let contracts; and

Whereas, It is likely that privately let contracts could save money thereby allowing for lower cost lots for development;

Now, Therefore, It is agreed by and between the City and the Developer to amend the Out-of-Program Agreement referenced herein by adding the following paragraph 14:

14. Construction Option

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer construction contracts for the public improvements covered by this Agreement. In the event the Developer manages the public improvements contracts, City shall perform its normal inspections during the course of construction. In addition, Developer agrees to comply with and administer, on

DBE and
the
approved

behalf of the City, all applicable City rules and requirements pertaining to local resident involvement in the construction contracts. Developer shall not authorize any changes in improvement plans without the prior approval of Commissioner of Public Works. All payments to contractors must be pre approved by the Commissioner.

In Witness Whereof, the parties hereto have, by their duly authorized representatives, executed this Amendment No. 1 of the day and year written below.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2000.

Signed and sealed in presence of:

August Urbanek

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 2000, August Urbanek, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument.

Notary Public Broward County Florida

My commission expires _____
BROWARD COUNTY
STATE OF FLORIDA

IN WITNESS WHEREOF, the proper City officers have caused this document to be signed and the City's corporate seal to be hereunto affixed this _____ day of _____, 2000.

Signed and sealed in presence of:
CITY OF MILWAUKEE, a municipal corporation
(SEAL)

Mayor

Commissioner of Public Works

City Clerk

Countersigned:

City Comptroller

STATE OF WISCONSIN
CITY OF MILWAUKEE

Personally came before me this _____ day of _____
, 2000 _____, Mayor of the above

-named City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority and pursuant to Resolution File No. _____ adopted _____.

Notary Public, Milwaukee County, WI

My commission expires _____

STATE OF WISCONSIN
CITY OF MILWAUKEE

Personally came before me this _____ day of _____, 2000 _____, Commissioner of Public Works of the above-named City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Commissioner of Public Works of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority and pursuant to Resolution File No. _____, adopted _____.

Notary Public, Milwaukee County, WI

My commission expires _____

STATE OF WISCONSIN
CITY OF MILWAUKEE

Personally came before me this _____ day of _____, 2000 _____, City Clerk of the above

-named City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Clerk of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority and pursuant to Resolution File No. _____ adopted _____.

Notary Public, Milwaukee County, WI

My commission expires _____

STATE OF WISCONSIN
CITY OF MILWAUKEE

Personally came before me this _____ day of _____
, 2000 _____, City
Comptroller of the above-named City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Comptroller of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority and pursuant to Resolution File No. _____, adopted _____.

Notary Public, Milwaukee County, WI

My commission expires _____