

**FIRST AMENDMENT TO NORTH END PROJECT
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO NORTH END PROJECT DEVELOPMENT AGREEMENT is made the _____ day of _____, 2016, by and between the City of Milwaukee (“City”), the Redevelopment Authority of the City of Milwaukee (“RACM”), and USL Land LLC, (“USL”).

RECITALS

The City and Developer acknowledge the following:

A. The City and the USL entered into the North End Project Development Agreement (“the Agreement”) for the North End multi-phase redevelopment project dated November 1, 2007.

B. The City and USL desire to enter into this First Amendment to North End Project Development Agreement (the “First Amendment”) in order, subject to availability of funds, to increase Public Infrastructure Budget, with the City’s portion of such increase to be paid for by Tax Incremental District No. 48, and to make certain other non-substantive changes to the Agreement.

D. The City has, via Resolution No. _____ approved the First Amendment and authorized the proper City officers to execute same on the City’s behalf.

D. RACM has, via Resolution No. 10631 approved the First Amendment and authorized the proper RACM officers to execute same on RACM’s behalf.

E. USL has approved the First Amendment and authorized execution of same on its behalf.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises and undertakings hereinafter contained, the parties mutually agree and covenant as follows:

1. The following definitions contained in Section 1.1. of the Agreement are hereby deleted and replaced with the following

“**City Investment**” means up to the amount of \$8,893,316, to be made available by City from Tax Incremental Bond Account No. TD 04880000, or such other sources as may be determined by City, in order to allow the City, RACM and USL to implement the Project in accordance with this Agreement. A maximum of \$8,093,316 will be made available for TID Funded Improvements and the balance is anticipated to be applied to pay for City administrative expenses and to fund the Job Training Program. References in this Agreement to City Investment

shall include the Initial City Investment and Subsequent City Investment. The City Investment excludes capitalized interest and/or any costs incurred by the City in obtaining such funds.

“Public Infrastructure Budget” means the overall budget for the Public Infrastructure for all phases of the Project, not to exceed \$8,093,316., including hard and soft costs, but excluding capitalized interest, TID administrative expenses and expenses related to the Job Training Program, approved by the Commissioner in accordance with this Agreement. A copy of the approved Public Infrastructure Budget is attached as EXHIBIT H.

“Subsequent City Investment” means up to \$6,458,407.

2. Exhibit H to the Agreement shall be deleted and replaced with Exhibit A to the First Amendment to reflect the modification of the budget.

3. Article VI(A) and (B) are hereby deleted and replaced with the following:

A. Initial City Investment. Directly fund City obligations hereunder and make funds available to RACM, for disbursement to USL in order to allow USL to commence the Project as provided herein in accordance with the provisions of Article VIII of this Agreement.

B. Subsequent City Investment. Make funds available to RACM, for disbursement to USL in order to allow USL to continue to implement the Project as provided herein in accordance with the provisions of Article IX of this Agreement.

4. Article VIII of the Agreement is hereby deleted and replaced with the following:

VIII.
INITIAL CITY INVESTMENT

8.1 The City shall make up to \$2,434,909 (the "Initial City Investment") of the City Investment available for costs of the Public Infrastructure (including the 34% of Preconstruction Site Work costs for the Project deemed to be attributed to the portion of the Project Site on which Public Amenities and City Utilities will be constructed) and for costs related to the design and construction of the City Utilities.

8.2 A maximum of \$1,456,335 of the Initial City Investment shall be disbursed to USL through the Disbursement Agreement to be applied to the Preconstruction Site Work related to the portion of the Project Site on which the Public Amenities and City Utilities will be constructed. The balance of the Initial City Investment shall be available and may be applied to City expenditures related to the

design and construction of the City Utilities, for TID-48 administration and for the Job Training Program.

8.3 Notwithstanding anything to the contrary in this Agreement, the Commissioner may waive the obligations of USL described in section 3.1 of this Agreement to the extent they are not applicable to the work described in this Article VII.

5. Article IX of the Agreement is hereby deleted and replaced with the following:

IX.
SUBSEQUENT CITY INVESTMENT

9.1 Disbursement of the Subsequent City Investment shall be subject to future authorization by resolution of the Common Council of the City and shall be subject to USL providing to the Executive Director one or more Binding Redevelopment Commitments for each additional Phase, which evidence shall consist of the following:

- A. A design for the Project, or relevant Phase, which is consistent with the Park East Redevelopment Plan, and which shall be subject to the written approval of the Commissioner; and
- B. Evidence of financing for the construction of each such Phase; and
- C. Executed construction contracts for the construction of each such Phase; and
- D. An executed completion guaranty from USL, in a form agreed upon between USL, the City and RACM, for the construction of each such Phase.

9.2 Notwithstanding anything to the contrary in this Article VIII, with the written approval of the Commissioner, a Subsequent City Investment may be made at any time for expenditures related to Job Training (including additional funds for the Job Training Program), TID-48 administration and the design and construction of Public Amenities and City Utilities.

9.3 Notwithstanding anything to the contrary herein, following the delivery of Binding Redevelopment Commitments sufficient to support disbursement of the entire Subsequent City Investment, no further completion guaranty under sec. 8.1 D shall be required for subsequent Phases.

6. The City and RACM Notice addresses in Article XXIX are hereby deleted and replaced with the following:

If to City:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner of City Development

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Well Street
Milwaukee, WI 53202
Attn: Jeremy R. McKenzie

If to RACM:

Redevelopment Authority of the
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Wells Street, Suite 800
Milwaukee, WI 53202
Attn: Jeremy R. McKenzie

7. Except as modified in this First Amendment, all capitalized and/or defined terms in the First Amendment shall have the same meaning as set for the in the Agreement.

8. In the event of any conflict between the terms of the First Amendment and the terms of the North End Project Development Agreement, the terms of the First Amendment shall control.

In witness whereof, the City and USL have executed the First Amendment as of this day and year first above written.

Signature Page Follows

**City/RACM Signature Page
First Amendment to
North End Development Agreement**

IN WITNESS WHEREOF, the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF MILWAUKEE

Tom Barrett, Mayor

James R. Owczarski, City Clerk

COUNTERSIGNED:

Martin Matson, Comptroller

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

Lois A. Smith, Chair

Rocky Marcoux, Executive Director/Secretary

**USL Signature Page
First Amendment to
North End Development Agreement**

IN WITNESS WHEREOF, USL Land, LLC caused this Agreement to be executed and delivered as of the day and year first above written.

USL LAND LLC

By: Mandel/USL Land LLC
Its: Manager

By: _____
Barry R. Mandel
Its: Manager

Approved as to form, content, and execution this
_____ day of _____, 2016.

Assistant City Attorney