

Contract No. 94-391(RA)

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

**North Avenue Commerce
Center Project**

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FIRST AMENDMENT TO DEVELOPMENT AGREEMENT made as of this ____ day of _____, 2002 by and among the CITY OF MILWAUKEE, a Wisconsin municipal corporation ("CITY"), REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic created and existing under the laws of the State of Wisconsin ("RACM"), and _____ as successor to BOLDT DEVELOPMENT CORPORATION, a Wisconsin corporation ("DEVELOPER").

WITNESSETH:

WHEREAS, The Redevelopment Plan for the Park West "D"/Fond du Lac Avenue Urban Renewal Project Area was approved by RACM on June 6, 1990, pursuant to Resolution No. 7525 and by the Common Council of the City on July 10, 1990, pursuant to Resolution File NO. 900332; and

WHEREAS, The Redevelopment Plan for the North 26th Street-West North Avenue Redevelopment Project Area was approved by RACM on June 6, 1990, pursuant to Resolution No. 7526 and by the Common Council of the City on July 10, 1990, pursuant to Resolution File No. 900333, (the projects encompassed by Exhibits D-1 and D-2 are hereinafter collectively referred to as the "Renewal Projects"); and

WHEREAS, In Common Council Resolution File NO. 931296 adopted December 22, 1993, the Common Council approved a Project Plan for Tax Incremental District No. 21, ("TID No. 21") in order to provide for certain public costs within the district; and

WHEREAS, The CITY, RACM, and DEVELOPER have entered into a Development Agreement dated as of September 27, 1994, (the "Development Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, The project contemplated by the Development Agreement (the "Project") is located within TID No. 21 and the Renewal Projects; and

WHEREAS, The Redevelopment Plans for the Redevelopment Projects prohibit new tax exempt uses; and

WHEREAS, Article X of the Development Agreement requires the Site to be used only in accordance with uses specified in the Redevelopment Plan; and

WHEREAS, DEVELOPER desires to expand the range of potential uses for the Project and the Site and has petitioned for an amendment to the City's Zoning Code in order to expand the range of permitted uses; and

WHEREAS, Tax increments applicable to the Site are necessary in conjunction with the ongoing administration of TID No. 21; and

WHEREAS, DEVELOPER has requested RACM to initiate amendments to the Redevelopment Plans to permit new tax exempt uses on the Site where provision is made for payments in lieu of taxes; and

WHEREAS, RACM is considering this First Amendment to Development Agreement simultaneously with a proposal for amendment of the Redevelopment Plans to permit new tax exempt uses subject to provision for payments in lieu of taxes; and

WHEREAS, The parties to this Agreement desire to provide for the recordation of a Deed Restriction referencing the requirement for payments in lieu of taxes in conjunction with the implementation of new tax exempt uses on the Site.

NOW, THEREFORE, In consideration of the undertakings set forth herein, and for further good and valuable consideration, the parties agree as follows:

1. Amendment. Article X of the Development Agreement is hereby amended through the addition of a new section (c) reading as follows:

"(c) Notwithstanding the provisions of Article X(a), the Site may be devoted to new tax exempt uses. DEVELOPER covenants for itself and its successors and assigns that in the event that all or any part of the Site shall become exempt from the payment of general real estate property taxes, that DEVELOPER shall make or cause to be made by a party reasonably acceptable to CITY a legally binding agreement in form and substance acceptable to CITY to pay annually an amount equal to the general real estate property taxes which would be payable upon said real property but for such exemption through the year during which TID No. 21 is terminated. Commencing with the first full tax year following termination of TID No. 21, the amount to be paid annually shall be calculated by multiplying the value of said real property for a tax year, as determined by the City Assessor's Office times the CITY'S tax rate for such tax year., divided by 1000. DEVELOPER shall record a restrictive covenant, in form and substance acceptable to the City Attorney, with the Milwaukee County Register of Deeds setting forth such covenant."

2. Effect. All terms and conditions of the Development Agreement are incorporated herein and are hereby modified to conform with this First Amendment but, in all other respects, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the day and year set forth above.

CITY OF MILWAUKEE

JOHN O. NORQUIST, Mayor

RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

W. MARTIN MORICS, Comptroller

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

DEVELOPER

