



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

April 24, 2009

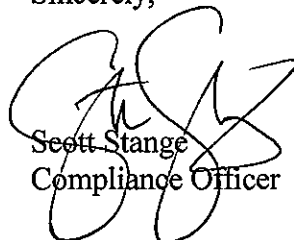
Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of the First Amendment to Contract No. 08-026 (RA), between the Redevelopment Authority of the City of Milwaukee and Brewers Point Apartments.

Please insert this agreement into Common Council Resolution File No. 081419, approved March 3, 2009.

Sincerely,



Scott Stange
Compliance Officer

Enclosure

DUPLICATE
ORIGINAL

**FIRST AMENDMENT
TO
1858 NORTH COMMERCE STREET (BREWERS POINT APARTMENTS)
RIVERWALK DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT is made as of this 24th day of Apr., 2009, by and between the Redevelopment Authority of the City of Milwaukee ("RACM"), the City of Milwaukee ("City"), and Brewers Point Apartments, a Wisconsin General Partnership ("BPA").

RECITALS

The City, RACM and BPA acknowledge the following:

- A. City, RACM and BPA entered into an "1858 North Commerce Street (Brewers Point Apartments) Riverwalk Development Agreement" for the Riverwalk at Brewers Point Apartments dated May 6, 2008 (the "Development Agreement").
- B. City bid out and obtained quotes for the Riverwalk Improvements such that City reasonably believes it may complete same for an amount equal to or less than \$355,000 (Development Agreement ¶11), and BPA acknowledges having received written notice of such.
- C. City, RACM and BPA now desire to enter into this First Amendment to amend the Development Agreement to extend City's completion date of the Riverwalk Improvements.
- D. The City has, via Resolution No. 081419 approved this First Amendment and authorized the proper City officers to execute same on the City's behalf.
- E. RACM has, via Resolution No. 10066 approved this First Amendment and authorized the proper RACM officers to execute same on RACM's behalf.
- F. BPA has approved this First Amendment and authorized Michael Carnahan to execute same on its behalf.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises and undertakings hereinafter (receipt and sufficiency of which consideration are hereby acknowledged), the parties mutually agree and covenant as follows:

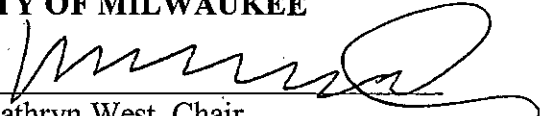
1. City's deadline for construction of the Riverwalk Improvements, in Development Agreement ¶ 8, is hereby changed FROM DECEMBER 31, 2008 TO DECEMBER 31, 2009.
2. All capitalized and/or defined terms in this First Amendment not otherwise defined herein shall have the same meanings ascribed to them in the Development Agreement.

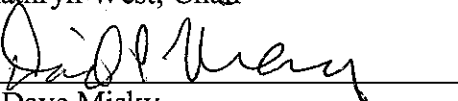
3. RACM shall, per Development Agreement ¶ 10 and ¶11, promptly record the Riverwalk Easement.

4. In the event of any conflict between the terms of this First Amendment and the terms of the Development Agreement, the terms of this First Amendment shall control.

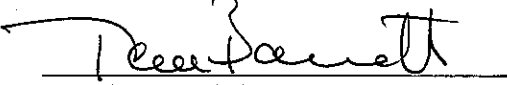
In witness whereof, the City, RACM and BPA have executed this First Amendment as of the date first above written.

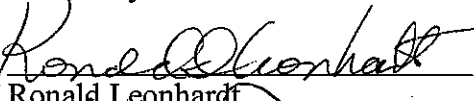
**RACM:
REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE**

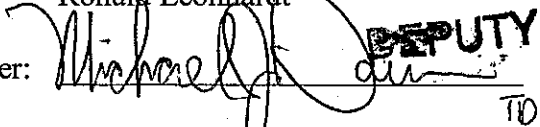
By: 
Kathryn West, Chair

And By: 
Dave Misky
Assistant Executive Director/Secretary

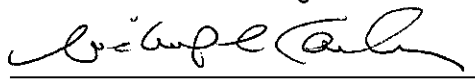
CITY: CITY OF MILWAUKEE

By: 
Tom Barrett, Mayor


City Clerk: 
Ronald Leonhardt

Comptroller:  **DEPUTY**
TO


BPA: BREWER'S POINT APARTMENTS

By: 
Michael Carnahan, BPA General Partner

And By: CARNAHAN CORPORATION,
a Wisconsin Corporation, and also a
BPA General Partner

By: 
Michael Carnahan, President

Approved as to form and execution
this 24th day of April, 2009.


Assistant City Attorney