

**FIRST AMENDMENT TO 2070 NORTH RIVERBOAT ROAD
DEVELOPMENT AND RIVERWALK AGREEMENT**

THIS FIRST AMENDMENT TO 2070 NORTH RIVERBOAT ROAD DEVELOPMENT AND RIVERWALK AGREEMENT is made the _____ day of _____, 2015, by and between the City of Milwaukee (“City”) and Walker’s Landing of Milwaukee, Inc. (“Developer”).

RECITALS

The City and Developer acknowledge the following:

A. The City and the Developer entered into the 2070 North Riverboat Road Development and Riverwalk Agreement for the 2070 North Riverboat Road project dated September 23, 2014.

B. The City and Developer desire to enter into this First Amendment to 2070 North Riverboat Road Development and Riverwalk Agreement (the “First Amendment”) in order, subject to availability of funds, to increase the overall budget for the Improvements, with the City’s portion of such increase to be paid for by Tax Incremental District No. 22.

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.

E. The Developer has approved the First Amendment and authorized Ryan Bedford to execute 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. Exhibit E to the Development and Riverwalk Agreement shall be deleted and replaced with Exhibit A to the First Amendment to reflect the modification of the budget for the Improvements.

2. The City’s total contribution to the Improvements budget shall not exceed \$653,000, which, is an increase of \$53,000.

3. All capitalized and/or defined terms in the First Amendment shall have the same meaning as set for the in the Development and Riverwalk Agreement.

4. In the event of any conflict between the terms of the First Amendment and the terms of the 2070 North Riverboat Road Development and Riverwalk Agreement, the terms of the First Amendment shall control.

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

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James Owczarski, City Clerk

COUNTERSIGNED:

By: _____
Martin Matson, Comptroller

WALKER'S LANDING OF MILWAUKEE, INC.

By: _____
Ryan Bedford, its Agent

Signatures of Tom Barrett, James Owczarski and Martin Matson authenticated this ____ day of _____, 2015.

Jeremy R. McKenzie, Assistant City Attorney
State Bar No. 1051310

Approved as to form and content this _____ day of _____, 2015.

Assistant City Attorney

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