

**FIRST AMENDMENT TO
TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (“**Amendment**”) is entered into as of July 22, 2025 (the “**Amendment Effective Date**”), by and among the CITY OF SHEBOYGAN, WISCONSIN (the “**City**”), a Wisconsin municipal corporation, LUEDKE APARTMENTS, LLC f/k/a JAKUM HALL APARTMENTS, LLC, a Wisconsin limited liability company (“**Developer**”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN (“**RDA**”).

RECITALS:

A. The City, RDA and Developer previously entered into a Tax Incremental District Development Agreement dated as of November 2024 (“**Development Agreement**”).

B. Jakum Hall Apartments, LLC has changed its name to Luedke Apartments, LLC.

C. The Property is currently owned by the City (not the RDA) and the City (not the RDA) will be the party conveying the Property to Developer per the terms of the Development Agreement.

D. The City shall assume all of the RDA’s obligations under the Development Agreement and, consequently, the RDA will be released of all obligations under the Development Agreement.

E. The parties desire to amend the Development Agreement as specifically set forth herein.

F. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Development Agreement.

NOW, THEREFORE, the City, RDA, and Developer, in consideration of the terms and conditions contained in this Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

1. The RECITALS set forth above are true, accurate and incorporated herein by reference.

2. The Effective Date of the Development Agreement shall be November 6, 2024.

3. All references in the Development Agreement to “Jakum Hall Apartments, LLC” shall be replaced by “Luedke Apartments, LLC.” For all intents and purposes, Luedke Apartments, LLC shall be the Developer under the Development Agreement and all exhibits thereto. For the avoidance of any doubt, provided the City is obligated to issue the MRO under the terms of the Development Agreement, the City shall issue the MRO to Luedke Apartments, LLC.

4. The City hereby assumes all rights, responsibilities and obligations of the RDA under the Development Agreement (including, without limitation, conveying the Property to Developer, pursuant to the terms of the Development Agreement), and the RDA is hereby, fully

and forever released of all rights, responsibilities and obligations under the Development Agreement.

5. All references to the “Redevelopment Authority of the City of Sheboygan, Wisconsin” or the “RDA” in the Development Agreement are hereby replaced and restated in their entirety to reference the “City of Sheboygan, Wisconsin” or the “City,” respectively.

6. Neither the City nor Developer has any action, claim, right, cost, expense, damage or otherwise against the RDA with regard to the Development Agreement, and the City and Developer each hereby and forever releases and waives any and all actions, claims, rights, costs, expenses, damages or otherwise that the City or Developer now has, or in the future may have, against the RDA with regard to the Development Agreement. This release is willfully and voluntarily given and each party hereto acknowledges that such release is good and valuable consideration for the parties to enter into this Amendment.

7. Recital D of the Development Agreement is hereby amended and restated in its entirety with the following:

“Developer, pursuant to the terms and conditions of this Agreement (and all amendments thereto), is obligated to, among other things, construct two (2), two-story buildings that consist of a total of thirty-two (32) townhome style apartments on the Property that, in the aggregate, contain sixteen (16) one-bedroom units and sixteen (16) two-bedroom units with Affordable Rental Rates (as defined below) for Sheboygan County and fifty (50) surface parking stalls (the “**Project**”).”

8. Section 1.1 of the Development Agreement is hereby amended by revising the timeline for the delivery of the Required Information from June 1, 2025 to August 1, 2025.

9. Section 3.1 of the Development Agreement is hereby amended by revising the date for the Commencement Notice from June 1, 2025 to August 1, 2025.

10. Subsection 3.2(a) of the Development Agreement is hereby amended changing the Commencement Date from June 30, 2025 to August 31, 2025.

11. Article XI of the Development Agreement is hereby amended and restated in its entirety with the following: “*Intentionally omitted.*”

12. Subsection 12.1(e) of the Development Agreement is hereby amended and restated in its entirety with the following: “*Intentionally omitted.*”

13. Section 16.1 of the Development Agreement is hereby amended by removing the RDA notice information. For the avoidance of any doubt, as of the Amendment Effective Date, neither the City nor Developer shall have any obligation to provide RDA notice of anything under the Development Agreement.

14. Exhibit A of the Development Agreement is hereby amended and restated in its entirety with the Exhibit A attached to this Amendment.

15. Exhibit C of the Development Agreement is hereby amended and restated in its entirety with the Exhibit C attached to this Amendment.

EXECUTION VERSION

16. Exhibit D of the Development Agreement is hereby amended and restated in its entirety with the Exhibit D attached to this Amendment.

17. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective, permitted successors and assigns.

18. Except as expressly amended herein, the Development Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Development Agreement and this Amendment, this Amendment shall control.

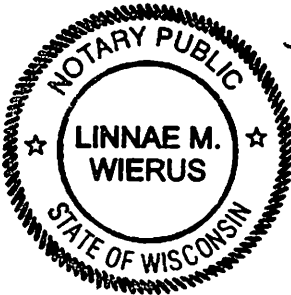
19. The counterparts provisions in Section 18.12 of the Development Amendment are incorporated herein by reference and shall apply to the execution and delivery of this Amendment.

[The remainder of this page is intentionally left blank with a signature page to follow.]

#42367515v7

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the
Amendment Effective Date.



Linnae M. Wierus
Expires 4/15/2028

CITY: CITY OF SHEBOYGAN

By: _____

Name: Ryan Sorenson, City Mayor

Attest: _____

Name: Meredith DeBruin, City Clerk

**RDA: REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN, WISCONSIN**

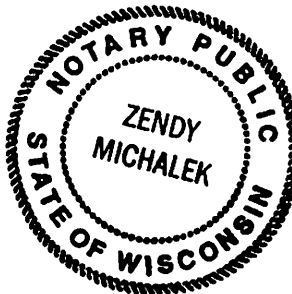
By: _____

Name: Taylor Zeinert, Executive Director

**DEVELOPER: LUEDKE APARTMENTS, LLC
f/k/a JAKUM HALL APARTMENTS, LLC**

By: _____

Name: Jacob R. Buswell, Member



Zandy Michalek
Expires 11/13/2020

EXHIBIT A

PROPERTY

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3), Edwin Schaefer's Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Lot Nine (9), in Block Number One (1) of Lutz Division of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

For Informational use only:

Tax Key #59281-718350 & 59281-712930

Property Address: North 15th Street, Sheboygan, WI 53083

EXHIBIT C

PERMITTED ENCUMBRANCES

The following items are permitted encumbrances in addition to the items identified on the Special Warranty Deed. The number/alphabetical references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Section Two in the Title Insurance Commitment issued by First American Title Insurance Company as Commitment Number 25-05034.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- b. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
- c. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- d. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- e. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
- f. The lien of any special assessments, special taxes or special charges.
- g. The lien of the general real estate taxes for the year 2025 and thereafter.
- h. Real Estate Taxes for 2024 are tax exempt.
- i. Title to that portion of the property, if any, within the bounds of any street, road, highway or alley is specifically excepted from this policy.
- j. Deferred charges for sewer and/or water main connections and/or unpaid sewer and/or water user fees not shown on the tax roll.
- k. Ordinance No. 78-98-99 recorded October 2, 1998, as Document No. 1519698.
- l. Driveway Restoration Agreement recorded October 15, 1998, in Volume 1613, Page 210, as Document No. 1521102.
- m. Reservations for easements, building setback lines and other matters shown on the recorded Plat of Edwin Schaezler's Subd. in Volume 6 of Plats, Page 35, as Document No. 336858 Affidavit recorded May 8, 1931, in Volume 196, Page 557, as Document No. 282728.
- n. Rights of tenants occupying the premises, if any.
- o. Terms and conditions of any leases, whether written or oral.

EXECUTION VERSION

EXHIBIT D

SITE PLAN

[SEE ATTACHED]

