

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (the “**First Amendment**”) is entered into as of March 2, 2026 (the “**First Amendment Effective Date**”), by and among the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the “**City**”), and PARTNERS FOR COMMUNITY DEVELOPMENT, INC., a Wisconsin non-stock corporation (“**Partners**”).

RECITALS:

- A. The City and Partners previously entered into an “Redevelopment Agreement” dated as of August 14, 2023 (the “**Redevelopment Agreement**”).
- B. The Parties desire to amend the Redevelopment Agreement as specifically set forth herein.
- C. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Redevelopment Agreement.

NOW, THEREFORE, the City and Partners, in consideration of the terms and conditions contained in this First Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, each hereby agrees as follows:

AMENDMENT

- 1. The RECITALS set forth above are true, accurate and incorporated herein by reference.
- 2. ARTICLE I of the Redevelopment Agreement is hereby amended by restating the definition of “Project” with the following:

“Project” means the rehabilitation of the fourteen Properties to a safe, comfortable, lead-free and asbestos-free, code-compliant condition sufficient for use safe and affordable residential housing.”
- 3. ARTICLE I of the Redevelopment Agreement is hereby amended by adding a definition for “Property” which means any one of the Properties.
- 4. ARTICLE II of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:

“The Project will consist of detailed inspections of each of the Properties, demolition of interior spaces (as needed) or entire buildings (as necessary for safety purposes) and rehabilitation. Rehabilitation efforts will encompass all aspects of the Properties including, as necessary, foundation and structural repair. Interior and exterior surfaces will be repaired or replaced, windows will be replaced, mechanical systems will be upgraded, kitchens and bathrooms will be fully-updated, and new flooring and insulation will be installed. All lead and asbestos will be abated and removed, if identified. Upon completion of the repairs and/or rehabilitation for a given Property, such Property will either be sold or rented to a low-income

household or households, as applicable, upon the issuance of a certificate of occupancy.”

5. Section 4.1 of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:

“4.1 Project Commencement and Completion. Partners shall commence the Project by October 1, 2023 and shall complete the Project by December 31, 2031. Partners shall not allow tenancy in a Property until the City has issued a certificate of occupancy for such Property. The issuance of a certificate of occupancy shall provide conclusive evidence that the portion of the Project that relates to such Property is complete. In the event Partners determines that the cost to repair and rehabilitate a Property exceeds the cost of razing and rebuilding a comparable residence on the Property (each a “Razing Determination,” Partners shall notify the City of the Razing Determination, and the building inspector for the City shall inspect the Property and determine whether the City agrees with the Razing Determination by Partners. If the City agrees with the Razing Determination by Partners, Partners may proceed with the razing and rebuilding of a comparable residence on the Property. If the City disagrees with the Razing Determination by Partners, then Partners shall proceed with the rehabilitation of the Property without razing the residence on the Property, unless Partners provides the City with a cost-effective, alternative plan to raze the residence on the Property that is acceptable to the City in the City’s sole discretion.”

6. Section 4.2 of the Redevelopment Agreement is hereby amended by adding the following to the end of Section 4.2:

“Notwithstanding any provision herein to the contrary, in no instance shall any of the Properties be used at any time as a “Short Term Rental” or for any transient use or occupancy (including, without limitation, a warming house or warming shelter). Further, in no instance shall any of the Properties: (a) be used in such a manner which is contrary to any applicable statute, rule, order, ordinance, requirement or regulation, (b) violate any certificate of occupancy affecting the Project or the Property, (c) cause injury or damage to the Project or such Property, (d) cause the value or usefulness of all or any part of the Project or such Property to diminish (outside of normal wear and tear), (e) constitute a public or private nuisance or waste, or (f) render the insurance on the Project or such Property void or the insurance risk more hazardous or create any defense to payment on such insurance policy.

For the purpose of this Agreement, “Short Term Rental” means the lease or use of any improvement on a given Property for a period shorter than one hundred eighty (180) consecutive calendar days (or one hundred eighty (180) consecutive calendar days in a leap year), whether such lease or use is evidenced by a lease, contract or agreement of any kind (whether written or oral).

Prior to the sale of any Property, Partners shall record, or include in the deed transferring title to such Property, a restrictive covenant prohibiting the use of the Property at any time as a Short Term Rental or for any transient use or occupancy (including, without limitation, a warming house or warming shelter)”

7. Section 4.5 of the Redevelopment Agreement is hereby amended by replacing “property” with “Property” in the last line of the section.

8. Section 7.13 of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:

“7.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

9. A memorandum of this First Amendment shall be recorded by Partners (at Partner’s sole expense) on each Property owned by Partners as of the First Amendment Effective Date.

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

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

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

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

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Attest: _____
Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
)I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of March, 2026, the above named Ryan Sorenson and Meredith DeBruin, the City Mayor and the City Clerk of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.

By: _____
Karin Kirchmeier, Executive Director

STATE OF WISCONSIN)
)I
_____ COUNTY)

Personally came before me this _____ day of March, 2026, the above named Karin Kirchmeier, the Executive Director of Partners for Community Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____