

**FIRST AMENDMENT TO LAND-LEASE
FREEZER-BAKERY PROJECT**

This First Amendment to the Land-Lease Freezer-Bakery Project is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin Municipal Corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (the "**Lessor**"), and **Kwik Trip, Inc.** a Wisconsin corporation with offices located at 1626 Oak Street, La Crosse, Wisconsin 54602 ("**Lessee**").

WITNESSETH:

WHEREAS, on June 28, 2013, the parties entered into the Land Lease: Freezer-Bakery Project, and

WHEREAS, a correction is needed in the legal description included within said Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Section 1 is amended to replace Exhibit A with the new Exhibit A-2.
2. Other Provisions. Except as described herein, all other terms, conditions, covenants and promises of the Land-Lease: Freezer-Bakery Project, and all exhibits thereto shall remain unchanged and in full force and effect.
3. Execution of Amendment. Lessee shall execute and deliver this First Amendment to the Lessor on or before the close of regular City Hall business hours forty-five (45) days after its full adoption by the City and/or Authority, whichever occurs later. Lessor's failure to sign, execute and cause this First Amendment to be received by the Lessor within said time period shall render the First Amendment null and void, unless otherwise authorized by the Lessor. After Lessee has signed, executed and delivered the First Amendment, the Lessor shall sign and execute the First Amendment.
4. Authority to sign. The person signing this First Amendment on behalf of Lessee certifies and attests that its respective Article of Organization, Articles of Incorporation, By Laws, member's Agreement, Charter, Partnership Agreement, Corporate or other resolutions and/or other related documents to give full and complete authority to bind the Lessee, on whose behalf of the person is executing this First Amendment. Lessee assumes full responsibility and holds the Lessor harmless for any and all payments made or any other actions taken by the Lessor in reliance upon the above representation.

This space is reserved for recording data

Return to

City Attorney
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

Further, Lessee agrees to indemnify the Lessor against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Lessor resulting from or arising out of any such payment or other action, including reasonable attorney fees and legal expenses.

IN WITNESS WHEREOF, the parties to this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Lessee and the City this ____ day of _____, 2015.

KWIK TRIP, INC.

CITY OF LA CROSSE

BY: _____
Donald P. Zietlow, President and CEO

BY: _____
Timothy Kabat, Mayor

BY: _____
Steven D. Zietlow, Vice President

BY: _____
Teri Lehrke, City Clerk

Subscribed and sworn to before me this ____ day
of _____, 2015.

Subscribed and sworn to before me this ____ day
of _____, 2015.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

Draft by:

City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511