

SECOND AMENDMENT TO THE DURATECH DEVELOPMENT AGREEMENT

This Second Amendment to the Duratech Development Agreement (hereafter "Amendment") 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 ("**City**"), and **Commercial Properties Partners, LLC**, a Wisconsin Limited Liability Company with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("**Owner**") and **DuraTech Industries, Inc.**, a Wisconsin corporation with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("**Tenant**"). The Owner and Tenant are collectively referred to herein as ("**Developer**").

WITNESSETH:

Whereas, the parties entered into a Duratech Development Agreement which was recorded with the Register of Deeds on June 13, 2017, which was amended with the First Amendment to the Duratech Development Agreement recorded with the Register of Deeds on August 20, 2020, and

Whereas, the Development Agreement provided for the creation of tax base and helped stabilize the business during the economic impact of the pandemic, as well as the potential reimbursement of certain development incentives of the Developer, and

Whereas, the parties mutually agree that the development agreement should be terminated.

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 8.13 is hereby amended to read as follows:

8.13. Termination. Except for Section 2.10 (Indemnity), 2.13 (Record Retention), and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate on September 1, 2022. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations), and Section 8.9 (Conflict of Interest) hereto.

2. **Execution of Amendment.** Developer shall sign, execute and deliver this Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this Amendment to be received by the City within said time period shall render the Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Amendment, the City shall sign and execute the Amendment.

5. **Authority to Sign.** The person signing this Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and

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Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

