



1671204

LACROSSE COUNTY  
REGISTER OF DEEDS  
CHERYL A. HCBRIDE

RECORDED ON  
03/11/2016 02:33PM  
REC FEE: 30.00  
EXEMPT #:   
PAGES: 7

**THIRD AMENDMENT TO THE AMENDED AND  
RESTATED RIVERSIDE CENTER PHASE 3  
DEVELOPMENT AGREEMENT**

This Third Amendment to the Amended and Restated Riverside Center Phase 3 Development Agreement ("Second 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 (the "City"), the Redevelopment Authority of the City of La Crosse, a Wisconsin public body corporate with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("Authority"), and Optum Services, Inc. a Delaware corporation as the assignee of Riverside Center III, LLC, ("Riverside Center").

**WITNESSETH:**

Whereas, on April 23, 2009, the Developer, City and Authority entered into the Riverside Center Development Agreement (Phase 3), which was recorded on May 7, 2009 as document no. 1525652, in order to eliminate blight, increase tax base and provide a place of employment within downtown La Crosse;

Whereas, on May 25, 2010, the parties entered into an Amended and Restated Riverside Center Phase 3 Development Agreement (as amended by the Second Amendment (as those terms are defined below), the "Phase 3 Agreement"), which amended and superseded the Riverside Center Development Agreement (Phase 3), which was recorded on July 30, 2010 as document no. 1554622;

Whereas, the parties negotiated a First Amendment to the Amended and Restated Riverside Center Phase 3 Development Agreement (the "First Amendment") but that Amendment was never executed. The First Amendment's reference in this document is only included for future tracking and reference purposes.

Whereas, the parties entered into a Second Amendment of the Phase 3 Agreement (the "Second Amendment") on September 11, 2014;

Whereas, the real estate to which the Phase 3 Agreement, and Second Amendment apply is more particularly described in the attached Exhibit 1 (the "Project").

Whereas, Optum purchased the Project from Riverside Center III, as well as the adjacent real estate owned by Riverside Center II, LLC and Riverside Center III, LLC, which together are subject to the Development Agreements (as that term is defined below);

Whereas, Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC, assigned to Optum, and Optum assumed, the Development Agreements on September 15, 2014, with the consent of the City;

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Return to a Drafted by.

City Attorney  
400 La Crosse Street  
Lacrosse WI 54601

Parcel Identification Number Tax Key Number

17-20026-55

**Whereas, The Development Agreements require the creation of 2,000 new jobs by January 1, 2016;**

**Whereas, As of August 17, 2015, Optum has continued to create jobs at the Project but has not met the Jobs Requirement;**

**Whereas, As of August 17, 2015, the City owes Optum approximately \$239,887.80 for the Monetary Obligation under the Development Agreements;**

**Whereas, it is necessary to amend the Phase 3 Agreement by adopting this Third Amendment in order to extend the timeline for the creation of jobs; and**

**Whereas, the City, Authority and Optum wish to set forth in this Third Amendment their respective commitments, understandings, rights and obligations as more fully described herein.**

**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. Jobs.** Section 2.15 of the Phase 3 Agreement, as amended and superseded, shall be further amended to allow the creation of two thousand (2,000) jobs to occur on or before December 31, 2016, rather than January 1, 2016. All other provisions of Section 2.15 of the Phase 3 Agreement, as amended and superseded, shall remain unchanged.

**2. Job Certification and Guarantee — Exhibit J.** The Phase 3 Agreement's Job Certification and Guarantee, identified as Exhibit J, shall be amended to extend the time allowed to create two thousand (2,000) jobs to occur on or before December 31, 2016, rather than January 1, 2016. All other provisions of the Job Certification and Guarantee shall remain unchanged.

**3. Monetary Obligation.** The due date for the approximately \$239,887.80 payment owed by the City to Optum as of August 17, 2015, for the Monetary Obligation, as defined in the Development Agreements, will be postponed until December 31, 2016.

**4. Parking.** The City will continue to work in good faith with Optum to meet the future parking needs in the City for employees at the Project.

**5. Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Phase 3 Agreement, Second Amendment, and all exhibits thereto shall remain unchanged and in full force and effect.

**6. Execution of Amendment.** Optum shall sign, execute and deliver this Third 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 and/or Authority, whichever occurs later. Optum's failure to sign, execute and cause this Third Amendment to be received by the City within said time period shall render the Third Amendment null and void, unless otherwise authorized by the City and Authority. After Optum has signed, executed and delivered the Third Amendment, the City and Authority shall sign and execute the Third Amendment. The final signature date of the City and/or Authority shall be the signature date.

**7. Authority to Sign.** The person signing this Third Amendment on behalf of Optum 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 complete authority to bind Optum, on whose behalf the person is executing this Third Amendment. Optum assumes full responsibility and holds the City and Authority harmless for any and all payments made or any other actions taken by the City and/or Authority in reliance upon the above representation. Further, Optum agrees to indemnify the City and Authority against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City and/or Authority resulting from or arising out of any such payment or other action, including reasonable attorney fees and legal expenses.

**8. Jobs Requirement.** The following provisions pertain to the Jobs Requirement under the Development Agreements.

A. The "Development Agreements" are collectively:

1. The Riverside Center Redevelopment Agreement dated July 1, 2004 and amended by the April 14, 2005 Amended Redevelopment Agreement, the May 12, 2005 Second Amendment of the Redevelopment Agreement, the May 28, 2010 Third Amendment of the Redevelopment Agreement, the September 11, 2014 Fifth Amendment of the Redevelopment Agreement, and as amended by a Sixth Amendment to Redevelopment Agreement dated of even date herewith (as so amended, the "Phase 1 Agreement"); and
2. the Riverside Center II, LLC – Phase II Development Agreement, dated April 19, 2007 and amended by the April 10, 2008 First Amendment to Riverside Center II, LLC Phase II Development Agreement, the April 23, 2009 Second Amendment to Riverside Center II, LLC – Phase II Development Agreement, the May 25, 2010 Third Amendment to Riverside Center II, LLC – Phase II Development Agreement, and the September 11, 2014 Fifth Amendment to the Riverside Center II, LLC – Phase II Development Agreement, and as amended by a Sixth Amendment to the Riverside Center II, LLC – Phase II Development Agreement dated of even date herewith (as so amended, the "Phase 2 Agreement"); and
3. The Phase 3 Agreement, as amended by this Third Amendment.

**9. Miscellaneous.** The Phase 3 Agreement, as amended by this Third Amendment, remains in full force and effect. The Phase 3 Agreement, as amended by this Third Amendment, is binding on the parties' successors and assigns except to the extent expressly stated in this Third Amendment. This Third Amendment may be executed in any number of counterparts, all of which are considered one and the same Amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Third Amendment which are transmitted by either or both electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Third Amendment to the other party upon request.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties to this Third Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Optum, Authority and the City this 11 day of Feb, 2016.

Optum Services, Inc., a Delaware corporation

City of La Crosse, Wisconsin, a Wisconsin municipal corporation

By: [Signature]  
Print Name:

By: [Signature]  
Print Name: Teri Lehrke  
Its: City Clerk

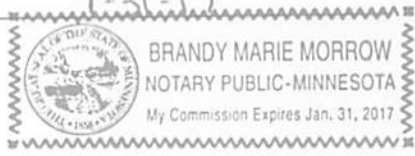
Its: Adam Wilford  
Authorized Signatory

Subscribed and sworn before me this 2nd day of February, 2016

Subscribed and sworn before me this 11 day of February, 2016

[Signature]  
Notary Public, State of WISCONSIN  
My Commission: 6/23/17

[Signature]  
Notary Public, State of MN  
My Commission: 1-31-17



Redevelopment Authority of the City of La  
Crosse, a Wisconsin public body corporate

By: *Edward R. Przytarski*  
Print Name: Edward R. Przytarski  
Its: Chairman

By: *Jason Gilman*  
Print Name: Jason Gilman  
Its: Executive Director

Subscribed and sworn before me  
this 2nd day of February, 2016

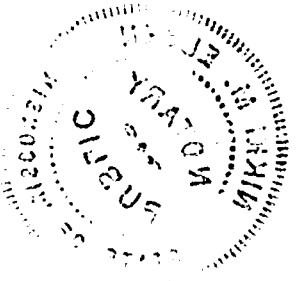
*Nikki M. Elsen*  
Notary Public, State of Wisconsin *NIKKI*  
My Commission: 6/23/17



**Exhibit 1**

**Legal Description**

**Lot One (1) of La Crosse County Certified Survey Map filed in Volume 15, on Page 45, as Document No. 1574251, La Crosse County, Wisconsin.**



City of La Crosse, Wisconsin, a Wisconsin municipal corporation

By: Timothy Kabat

Print Name: Timothy Kabat

Its: Mayor

Subscribed and sworn before me  
this 5th day of February, 2016

Notary Public, State of WI Brenda Buddenhagen

My Commission: 11-2-18

