



**SECOND AMENDMENT TO THE
AMENDED AND RESTATED GUNDERSEN LUTHERAN
DEVELOPMENT AGREEMENT**

This Second Amendment to the Amended and Restated Gundersen Lutheran 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 **Gundersen Lutheran Administrative Services, Inc.**, a Wisconsin nonprofit corporation, located at 1900 South Avenue, La Crosse, WI 54601, individually and as agent for **Gundersen Clinic, Ltd.**, a Wisconsin nonprofit corporation and multi-specialty group practice with its principal offices at 1836 South Avenue, La Crosse, WI 54601, and **Gundersen Lutheran Medical Center, Inc.**, a Wisconsin nonprofit corporation and tertiary hospital with its principal offices at 1910 South Avenue, La Crosse, WI, 54601, (collectively referred to as "**Developer**").

1705681

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. HCBRIDE

RECORDED ON
01/30/2018 01:13PM
REC FEE: 30.00
EXEMPT #:
PAGES: 4

112

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, on May 24, 2012, the parties entered into an Amended and Restated Gundersen Lutheran Development Agreement (the "Development Agreement") which was amended on September 28, 2016 by the First Amendment to the Amended and Restated Gundersen Development Agreement and;

Whereas, the Development Agreement provided for the construction and development of a restaurant as well as the potential reimbursement of certain development incentives of the Developer;

Whereas, the parties wish to set forth in this Amendment their respective commitments, understandings, rights and obligations; and

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 2.1(a) of the Development Agreement provides that the Developer shall commence construction within 36 months after completion of the Joint Plan. The Developer has requested and the City agrees to adjust this timeframe and pay said cash grants in accordance with the Development Agreement. The restaurant project shall commence no later than 2018. The substantial completion date for the restaurant project shall be December 31, 2019.

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

3. **Execution of Amendment.** Developer shall sign, execute and deliver this Second 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 Second Amendment null and void, unless otherwise authorized by the City. After Developer

has signed, executed and delivered the Second Amendment, the City shall sign and execute the Second Amendment.

4. Authority to Sign. The person signing this Second 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 complete authority to bind Developer, on whose behalf the person is executing this Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this 17 day of Jan, 2017. 2018

**DEVELOPER: Gundersen Lutheran Administrative Services, Inc.
Gundersen Clinic, Ltd.
Gundersen Lutheran Medical Center, Inc.**

BY: William Jroll

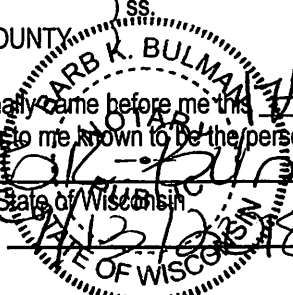
STATE OF WISCONSIN)

LA CROSSE COUNTY)

) ss.

Personally came before me this 17th day of Jan, 2017, the above-named William Jroll SVP of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Barb K. Bulman
Notary Public - State of Wisconsin
My Commission 12/2018



CITY OF LA CROSSE, WISCONSIN: (SEAL)

Timothy Kabat
Timothy Kabat, Mayor

Countersigned:

Nikki M Eisen
~~Teri Lehrke~~, City Clerk deputy
Nikki M Eisen

STATE OF WISCONSIN)

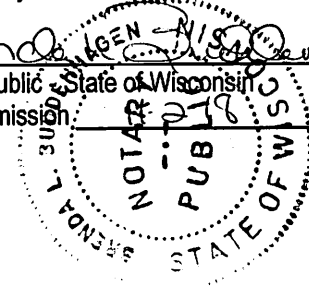
LA CROSSE COUNTY)

) ss.

Personally came before me this 25th day of Jan, 2018, the above named Timothy Kabat, Mayor, and ~~Teri Lehrke~~, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

Nikki Eisen deputy

Brenda L. Eisen
Notary Public - State of Wisconsin
My Commission 2/18



This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

Gundersen Campus Legal Description

A part of the NW 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4, and the SW 1/4 of the NW 1/4, and the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 8, T15N, R7W, City of La Crosse, La Crosse County, more particularly described as follows:

Beginning at the center of the intersection of Sixth Street South with Farnam Street; thence easterly along the centerline of Farnam Street to the centerline of Eighth Street South; thence southerly along the centerline of Eighth Street South to the centerline of Tyler Street; thence easterly on the centerline of Tyler Street to the centerline of Ninth Street; thence southerly along the centerline of Ninth Street to the centerline of Green Bay Street; thence easterly along the centerline of Green Bay Street to the extended east line of Lot 1 of Helleman Industrial Plat; thence southerly along said extended line to the northeast corner of said Lot 1; thence along the East line thereof South $00^{\circ}01'31''$ East 230.11 feet to the Northerly line of that parcel described in Volume 1212 of Records, Page 794, Document Number 1186973; thence along said Northerly line of the arc of a 501.51 foot radius curve, concave to the Southwest, the chord of which bears North $74^{\circ}28'05''$ West 69.06 feet, a distance of 69.11 feet to Point B; thence continuing along said Northerly line North $78^{\circ}24'59''$ West 22.30 feet; thence continuing along said Northerly line on the arc of a 621.77 foot radius curve, the chord of which bears North $80^{\circ}42'18''$ West 49.71 feet, a distance of 49.72 feet; thence continuing along said Northerly line North $84^{\circ}07'41''$ West 50.22 feet to the Northeasterly right-of-way line of South Avenue. Thence continue on said line to the centerline of South Avenue; thence southerly along said centerline to the extended northwesterly line of a parcel described in Volume 826, Page 630, Document Number 1013237 of County Records; thence southwesterly along said extended line and along the northerly and westerly line of said parcel to the north line of Scham's Business Addition; thence westerly along said north line to the northwest corner of Lot 3 of said Addition; thence southwesterly and easterly along said Lot 3 boundary to the southwestern most line of Lot 2 of said Addition; thence southeasterly and easterly along the boundary of said Lot 2 to the west line of Shooting Park Addition; thence southerly along said west line to the south line of Maple Street; thence southeasterly to the south line of said addition; thence southerly along the extended west line of Lot 8 of Shooting Park Addition 118.6 feet; thence S $89^{\circ}28'18''$ E to a point that is 267 feet west of the east line of the Northeast Quarter of the Southwest Quarter of Section 8; thence southerly along a line that is 267 feet west of said east line 300 feet; thence east 267 feet to said east line; thence south along said east line to the southeast corner of the Northeast Quarter of the Southwest Quarter of Section 8; thence westerly along the south line of said quarter, quarter to a point 1066.55 feet east of the southwest corner of said quarter, quarter (as measured along said south line); thence N $33^{\circ}14'30''$ W 198.79 feet; thence N $60^{\circ}43'20''$ W 70.50 feet; thence

South $89^{\circ}42'40''$ W 900 feet more or less to the west line of said quarter, quarter; thence northerly along said west line 283 feet more or less to the northern bulkhead line of Swift Creek; thence $S88^{\circ}27'W$ 75 feet more or less to a bend in said bulkhead line; thence following along said bulkhead line for the next nine calls; $S62^{\circ}32'20''$ W 105.4 feet; $S 0^{\circ}34' W$ 132.0 feet; $S 37^{\circ}37'W$ 7.0 feet; $S 89^{\circ}52'20'' W$ 463.5 feet; $N87^{\circ}8'11'' W$ 220.80 feet; $N67^{\circ}22'31'' W$ 66.90 feet; $N55^{\circ}50'51'' W$ 375.20 feet; $S34^{\circ}31'39'' W$ 26.5 feet; $N66^{\circ}54'51'' W$ 29.98 feet to the east line of Seventh Street; thence continue on same line to the centerline of Seventh Street; thence northerly along said centerline to the intersection with South Avenue and Tyler Street; thence easterly on the centerline of Tyler Street to the centerline of Sixth Street; thence northerly along the centerline of Sixth Street to the point of beginning.