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PURCHASE MONEY MORTGAGE

VOL 1192 PAGE 762

Document Number

Document Title

RECORDED	
AT	3:00 P M
JUN 19 1997	
DEBORAH J. FLOCK REGISTER OF DEEDS LA CROSSE COUNTY	
Recording Area #4	\$20.00
Name and Return Address	
Robert W. Burg Norwest Bank La Crosse, N.F. 305 5th Avenue South La Crosse, WI 54601	

17-10289-040

Parcel Identification Number (PIN)

THIS INSTRUMENT DRAFTED BY  
Atty Patrick J. Houlihan  
La Crosse City Attorney

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

## PURCHASE - MONEY MORTGAGE

THIS INDENTURE OF MORTGAGE, made this 9th of May 1997, by La Crosse Industrial Park Corporation (LIPCO), a nonprofit corporation, with its address at 712 Main Street, La Crosse, Wisconsin 54601 (hereafter called "MORTGAGOR"), and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 (hereinafter called "MORTGAGEE");

WITNESSETH THAT, the said Mortgagor, in consideration of the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to Mortgagee in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said Mortgagee, its successors and assigns, forever, all that certain tract or parcel of land lying and being in the City of La Crosse, County of La Crosse, and the State of Wisconsin as more fully described as:

A parcel of land located in part of the SW 1/4 of the NE 1/4 of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin; described as follows:

Commencing at the southeast corner of said SE 1/4 of the NE 1/4; thence North 30.00 feet to the extended north right of way line of St. Andrew Street, thence along said extended north right of way line S 89 deg. 34' 30" E 37.00 feet to the east right of way line of George Street and the point of beginning of this description, thence along said east right of way line North 100.00 feet; thence continuing along said east right of way line N 01 deg. 18' 05" W 308.23 feet; thence N 89 deg. 49' E 111.25 feet; thence North 52.00 feet; thence N 89 deg. 49' E 38.75 feet; thence North 298.72 feet to the south right of way line of St. Cloud Street; thence along said south right of way line S 89 deg. 39' 46" E 59.69 feet; thence continuing along said south right of way line S 00 deg. 18' E 5.50 feet; thence continuing also on said south right of way line S 89 deg. 38' E 465.68 feet; thence continuing along said south right of way line N 45 deg. 04' 38" E 73.00 feet; thence S 14 deg. 15' 48" E 263.81 feet; thence S 62 deg. 19' E 130.40 feet to a point 15 feet distant, measured at right angles from the centerline of the main track of the Chicago and North Western Transportation Company; thence S 27 deg. 41' W 554.00 feet parallel with said centerline to the north right of way line of St. Andrew Street; thence along said north right of way line N 89 deg. 34' 30" W 643.15 feet to the point of beginning.

Said parcel contains 540,195 square feet, 12.401 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all the rents, profits, fixtures, and appurtenances thereto belonging to Mortgagor, unto Mortgagee, its successors and assigns. Mortgagor for itself, successors, and assigns, does covenant with said Mortgagee, its successors, and assigns, as follows:

That Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; the same is free from all encumbrances, except a certain first mortgage lien in the principal amount of not to exceed \$1,750,000 in favor of the Norwest Bank La Crosse, N.A., Wisconsin, which loan from Norwest Bank La Crosse, N.A. shall be used for acquisition and shall have equal priority with a second mortgage to Northern States Power Company.

Mortgagor will warrant and defend the title to same against all lawful claims not hereinbefore expressly excepted.

PROVIDED, NEVERTHELESS, if the said Mortgagor, its permitted successors, and assigns shall pay to the Mortgagee all sums of principal and interest due and payable pursuant to a certain Promissory Note more fully described as follows:

Promissory Note of even date herewith in the principal amount of \$250,000 with interest thereon at 8.75% per annum as scheduled therein, due and payable in full not later than twelve (12) months from date interest begins to accrue. Mortgagor shall also pay all sums advanced by Mortgagee in protecting the lien of this Mortgage, in payment of taxes on said premises, insurance premiums covering the buildings thereon, principal or interest on any prior liens, expenses, and reasonable attorneys' fees as herein provided for and keep and perform all covenants and agreements herein contained, then this second mortgage shall be null and void and it shall be released by Mortgagee.

AND, THE MORTGAGOR, for itself, its successors, and assigns does hereby covenant and agree with the Mortgagee, its successors, and assigns as follows:

1. To pay the principal sum of money and interest pursuant to the Note above specified.
  2. To pay, before they become delinquent, all taxes and assessments and other charges now due or that may hereafter be levied or assessed against the property described above.
  3. Insurance. Mortgagor shall keep the improvements on the property insured against loss or damage occasioned by fire, extended coverage perils, and such other hazards as Mortgagee may require, through insurers approved by the Mortgagee, in an amount, not less than the unpaid balance of the Note due Mortgagee, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of the Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with the Mortgagee. Mortgagors shall promptly give notice of loss to insurance companies and Mortgagee. All proceeds from such insurance shall be applied, at Mortgagee's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the property.
- Mortgagor shall comply with National Flood Insurance Program requirements which mandate the acquisition of a flood insurance policy in the amount not less than the outstanding balance due on the loan or assistance for the life of the loan when the project site is located in Zone A of the National Flood Insurance Program Flood Insurance Rate Map. Said policy will name the City of La Crosse as an insured and evidence of such policy will be provided to the City of La Crosse. Said policy must be purchased before disbursement of funds and the Debtor's obligation to provide flood insurance coverage will terminate when the loan has been repaid.
4. To furnish the Mortgagee with an ALTA policy for mortgage title insurance, in the full amount of the loan, insuring that Mortgagee will be the holder of a second lien on the property described above, free of encumbrances and other exceptions to title other than those referred to above, not subordinated to any interest except the aforesaid Norwest Bank La Crosse, N.A. lien in the amount of not more than \$1,750,000.
  5. Condition and Repair. To keep the property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
  6. Liens. To keep the property free from liens and encumbrances superior to the lien of this mortgage except the lien of the Norwest Bank La Crosse, N.A.
  7. Prior Mortgages. To perform all of the Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any failure to do so shall constitute a default under this Mortgage.

8. **Waste.** Not to commit waste or permit waste to be committed upon the property.
9. **Conveyance.** Not to sell, assign, mortgage, convey, or otherwise transfer any legal or equitable interest in all or part of the property, by deed, land contract, option, long term lease, or in any other way, or to permit the same to occur without the written consent of the Mortgagee unless the indebtedness secured by this Mortgage is first paid in full. Upon any such sale, conveyance, or transfer, the entire indebtedness shall become due and payable.
10. **Alteration or Removal.** Not to remove, demolish, or materially alter any part of the property without Mortgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
11. **Condemnation.** To pay to Mortgagee all compensation received for taking of the property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the property, or any part. The compensation shall be applied in such manner as Mortgagee determines to rebuilding of the property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment).
12. **Ordinances; Inspections.** To comply with all laws, ordinances, and regulations affecting the property. Mortgagee and its authorized representatives may enter the property at reasonable times to inspect it and, at Mortgagee's option, repair or restore it.
13. **Authority of Mortgagee to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Mortgagee may perform the duties or cause them to be performed, including paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at a rate not in excess of the maximum rate permitted by law from the date of expenditure by Mortgagee to the date of payment by Mortgagor.
14. **Default; Acceleration; Remedies.** If, a) there is a failure to make a payment under the Note when due and such default continues for a period of ten (10) days, b) Mortgagor fails timely to observe or perform any of the Mortgagor's covenants contained in this Mortgage, Promissory Note, or Loan and Development Agreement; c) any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to Mortgagor is false in any material respect when made, or d) Mortgagor for the Note dies, ceases to exist, or becomes insolvent or the subject of bankruptcy or other insolvency proceedings, the Note will, at the option of the Mortgagee, be payable immediately, and Mortgagee may collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity.
15. **Waiver.** Mortgagee may waive any default without waving any subsequent or prior default by Mortgagor.
16. **Power of Sale.** In the event of foreclosure, Mortgagee may sell the property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
17. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Mortgagee under it, without regard to the adequacy or inadequacy of the property as security for the Note, the court may appoint a receiver of the property without bond, and may empower the receiver to take possession of the property and collect the rents and profits of the property, and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents and profits, when so collected, to be held and applied as the court may direct.

- 18. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Mortgagee in foreclosing this Mortgage.
- 19. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
- 20. This is a Purchase Money Mortgage.

IN TESTIMONY WHEREOF, the said Mortgagor has caused these presents to be executed in its name the day and year first above written.

WITNESS:

La Crosse Industrial Park Corporation

James J. Donnell

Charles B. Gustafson, President  
President

John P. Moran, Jr.

James A. Arndt  
Secretary

STATE OF WISCONSIN )  
                          ) ss.  
COUNTY OF La Crosse )

Personally came before me, this 9<sup>th</sup> day of May 1997, the above named President and Secretary of Mortgagor Charles B. Gustafson + James Arndt, to me known to be the persons who executed the foregoing as their own free act and deed.

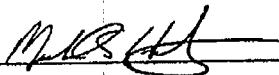
Rachel J. Henrich  
Notary Public, La Crosse County, Wisconsin

My commission expires is permanent

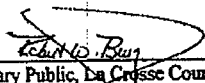
CONSENT TO MORTGAGE

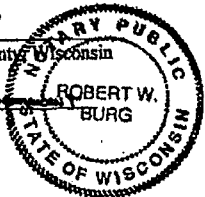
Norwest Bank La Crosse, N.A. as first mortgage holder hereby consents to the above Mortgage.

NORWEST BANK LA CROSSE N.A.

  
\_\_\_\_\_

Personally came before me this 9<sup>th</sup> day of May 1997, the above named Michael S. Hickey  
the person who executed the above Consent.

  
Notary Public, La Crosse County, Wisconsin  
My commission expires as per [unclear]



4

1525654

LACROSSE COUNTY  
REGISTER OF DEEDS  
CHERYL A. MCBRIDE

RECORDED ON  
05/07/2009 04:00PM

REC FEE: 17.00  
TRANSFER FEE:  
EXEMPT #:

PAGES: 4

Document Number	Document Title
	<p style="text-align: center;"><b>AMENDMENT TO PURCHASE-MONEY MORTGAGE</b></p>

La Crosse Industrial Park Corporation, a nonprofit corporation ("Mortgagor") and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin ("Mortgagee") hereby amend the Purchase-Money Mortgage dated May 9, 1997, executed by Mortgagor in favor of Mortgagee on the real estate in La Crosse County, Wisconsin (the "Property).

The property which is subject to this First Amendment to Purchase-Money Mortgage is described as in attached Exhibit A, which is incorporated by reference.

Recording Area #112

<p>Name and Return Address</p> <p>Stephen F. Matty, City Attorney City of La Crosse, Wisconsin 400 La Crosse Street La Crosse, Wisconsin 54602</p>
--

1. The Mortgagor and Mortgagee agree to amend the second full paragraph of the Mortgage in its entirety as follows:

**WITNESSETH THAT, the said Mortgagor, in consideration of the extensions of credit and loans provided to it by the Mortgagee from time to time hereby grants, bargains, sells and conveys unto the Mortgagee, its successors and assigns, forever, all that certain tract or parcel of land lying and being in the City of La Crosse, County of La Crosse, and the State of Wisconsin as more fully described as:**

2. The Mortgagor and Mortgagee agree to amend the last paragraph that begins on the first page of the Mortgage and continues on the second page which describes the Mortgagor's indebtedness secured by this Mortgage and restate it in its entirety as follows:

**PROVIDED, NEVETHELESS, if said Mortgagor, its permitted successors, and assigns shall pay to the Mortgagee all sums of principal and interest due and payable pursuant to certain Promissory Notes more fully described as follows:**

**Indexed Variable Rate - Single Payment Note dated April 14, 2009, made in the principal amount of \$150,000, which promissory note refinanced the existing principal balance of a certain promissory note dated May 9, 1997 that was made in the original principal amount of \$250,000; and**

Indexed Variable Rate – Single Payment Note dated April 9, 2009, made in the principal amount of \$400,000.

Mortgagor shall also pay all sums advanced by Mortgagee in protecting the lien of this Mortgage, in payment of taxes on said premises, insurance premiums covering the buildings thereon, principal or interest on any prior liens, expenses, and reasonable attorneys' fees as herein provided for and keep and perform all covenants and agreements herein contained.

3. Other than the amendments set forth herein, all other terms and conditions of the Mortgage will remain in effect and unchanged.

The Mortgagor and Mortgagee have executed this Amendment to Purchase-Money Mortgage on the 21 day of April, 2009.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

La Crosse Industrial Park Corporation

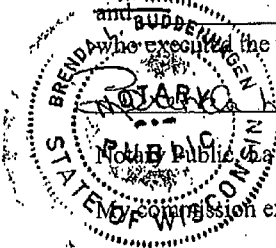
By: James P. Hill  
Its: Executive Director

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LA CROSSE )

Personally came before me this 21 day of April, 2009, the above named James P. Hill and \_\_\_\_\_ of La Crosse Industrial Park Corporation, to me known to be the persons who executed the foregoing instrument as their own free act and deed.



Budenberg

Notary Public, La Crosse County, Wisconsin

Commission expires: 1-30-11

[Signatures Continue on Next Page]



Witnesses:

\_\_\_\_\_

\_\_\_\_\_

City of La Crosse

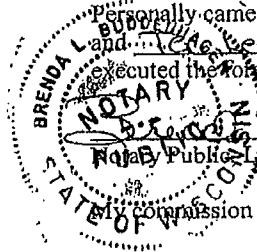
By: Mathias Harter

Its: Mayor

By: Traci Lehman

Its: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LA CROSSE )

Personally came before me this 4<sup>th</sup> day of May, 2009, the above named Mathias Harter, Mayor  
and Traci Lehman, City Clerk of the City of La Crosse, to me known to be the persons who  
executed the foregoing instrument as their own free act and deed.  
  
Brenda L. Pappas  
Notary Public, La Crosse County, Wisconsin  
My commission expires: 1-20-11

This instrument drafted by: Mark N. Mathias (1044377)

Exhibit "A"  
to  
Amendment to Purchase-Money Mortgage

A parcel of land located in part of the SW ¼ of the NE ¼ of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin: described as follows:

Commencing at the southeast corner of said SE ¼ of the NE ¼; thence North 30.00 feet to the extended north right of way line of St. Andrew Street, thence along said extended north right of way line S 89 deg. 34' 30" E 37.00 feet to the east right of way line of George Street and the point of beginning of this description, thence along said east right of way line North 100.00 feet; then continuing along said east right of way line N 01 deg. 18' 05" W 308.23 feet; then N 89 deg. 49' E 111.25 feet; thence North 52.00 feet; then N 89 deg. 49' E 38.75 feet; thence North 298.72 feet to the south right of way line of St. Cloud Street; thence along said south right of way line S 89 deg. 39' 46" E 59.69 feet; thence continuing along said right of way line S 00 deg. 18' E 5.50 feet; thence continuing also on said south right of way line S 89 deg. 38' E 465.68 feet; thence continuing along said south right of way line N 45 deg. 04' 38" E 73.00 feet; thence S 14 deg. 15' 48" E 263.81 feet; thence S 62 deg. 19' E 130.40 feet to a point 15 feet distant, measured at right angles from the centerline of the main track of the Chicago and North Western Transportation Company; thence S 27 deg. 41' W 554.00 feet parallel with said centerline to the north right of way line of St. Andrew Street; thence along said north right of way line N 89 deg. 34' 30" W 643.15 feet to the point of beginning.

Said parcel contains 540,195 square feet, 12.401 acres, more or less.

Commonly known as: 606 George Street (formerly 1319 St. Andrew Street), La Crosse, Wisconsin

Parcel Identification number (PIN): \_\_\_\_\_

18

Document Number	Document Title
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**THIRD AMENDED LOAN AND SPECIAL  
ECONOMIC DEVELOPMENT  
AGREEMENT BETWEEN LA CROSSE  
INDUSTRIAL PARK CORPORATION  
(LIPCO) AND THE CITY OF LA CROSSE**

**1527908**

**LACROSSE COUNTY  
REGISTER OF DEEDS  
CHERYL A. MCBRIDE**

**RECORDED ON  
06/03/2009 02:33PM**

**REC FEE: 45.00  
TRANSFER FEE:  
EXEMPT #:**

**PAGES: 18**

**#112**

Recording Area

Name and Return Address

City Attorney  
400 La Crosse Street  
La Crosse, WI 54601

Parcel Identification Number (PIN)

This instrument was drafted by:  
Attorney Mark N. Mathias, Legal Counsel  
3013 West Ridge Drive  
Eau Claire, WI 54703

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 10/99

**THIRD AMENDED  
LOAN AND SPECIAL ECONOMIC  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, dated the 27<sup>th</sup> day of April, 2009, by and between the La Crosse Industrial Park Corporation, a Wisconsin nonprofit corporation, with its business address at 712 Main Street, La Crosse, Wisconsin 54601, hereinafter referred to as "Debtor," and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, for the development of a viable urban community and creation of jobs for persons of low and moderate income including special economic development activities pursuant to 24 CFR Part 570.203, the City approved a Loan and Special Economic Development Agreement on May 9, 1997 with the Debtor for Community Development Block Grant (CDBG) funds available from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City's approval was for a loan up to Two Hundred Fifty Thousand Dollars (\$250,000) for the purchase of the building and land at 1319 St. Andrew Street, known as Trane Plant #6, for the purpose of expanding economic opportunities; and

WHEREAS, the Debtor wishes to prepay approximately \$100,000 of said loan which would decrease the principle balance of said loan to One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, the Debtor fully complied with the job creation requirement as detailed in the May 9, 1997 Loan and Special Economic Development Agreement; and

WHEREAS, in order to continue with the other conditions and standards established in the May 9, 1997 Loan and Special Economic Development Agreement, the U.S. Department of Housing and Urban Development and the City of La Crosse desire certain assurances as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual representations and agreements contained herein, and for other good and valuable consideration, the receipt of sufficiency whereof is hereby acknowledged, it is agreed as follows:

**A. PROJECT BUSINESS**

1. The Debtor shall maintain ownership of the property at 1319 St. Andrew Street for the period of time the City of La Crosse loan funds remain outstanding. The land and building are more particularly described in Exhibit "A." Upon cessation of either the project business within the City, voluntarily or involuntarily, or cessation of any of the ten (10) full-time jobs created pursuant to this Agreement, said Loan shall become immediately due and payable.
2. The Debtor agrees that equity in the amount of \$600,000 shall be considered when evaluating year-end financial statements in accordance with the CDBG unjust enrichment requirements.
3. Should the Debtor lease all or a portion of the building, the Debtor's lease agreements shall contain language which requires tenants to comply with Job Creation requirements referenced above.

**B. COMMUNITY DEVELOPMENT BLOCK GRANT LOAN**

1. The Community Development Block Grant loan shall be evidenced by the Debtor's execution and delivery

to the City of a Promissory Note in substantially the form of the Indexed Variable Rate Single Payment Note annexed hereto as Exhibit "B," and the loan shall be for the term, shall bear interest at the rate, shall be payable at the time and in the manner, and shall otherwise be governed by the provisions contained in the form of the Indexed Variable Rate Single Payment Note annexed hereto as Exhibit "B" and amortization schedule annexed hereto as Exhibit "C." All Debtors listed above shall be severally and jointly liable for payment of said Indexed Variable Rate Single Payment Note.

2. The Community Development Block Grant loan for the acquisition of property and Indexed Variable Rate Single Payment Note (Exhibit "B") shall be secured by a Purchase Money Mortgage covering the land and buildings located at 1319 St. Andrew Street substantially in the form annexed hereto as Exhibit "D."
3. The Debtor must maintain the casualty or property insurance policy or policies duly endorsed to indicate the City's interest in the property as additional insured in an amount equal to at least \$550,000. Said insurance shall be maintained at all times during the term of the loan and shall be written by an insurance company licensed to do business in Wisconsin.
4. Refinancing or additional loans in excess of the loan provided in Paragraph 3 shall be brought before the City for its consideration relative to subordination of the City's loan.
5. The Debtor may, at their option, at any time and from time to time, prepay the loan in part or in whole without premium or penalty. Any such partial prepayment shall be applied to the next installment(s) due.
6. Additional Payment. In addition to the payment of interest and principal, provided above, the Debtor shall make additional payments until the loan has been paid in full as follows:

Within 90 days after the close of each calendar year, commencing with the year within which said building was purchased, the Debtors shall pay to the City a sum which is equivalent to 25% of the net cash flow above a 15% cash-on-cash return, defined as a rate of return calculated to determine the annual before-tax cash flow on the cash invested; computed by dividing the annual before-tax cash flow by the total cash contribution, to the Debtor on their equity investment. This payment shall be applied toward the repayment of principal.

For the purpose of this provision, equity shall be defined as total cash contribution by the Debtor of \$600,000. Net cash flow shall be defined as all operating revenues, less debt service, real estate taxes, and reasonable operating expenses as outlined in the Debtor's application dated October 4, 1996. Deductions for depreciation and capital improvements shall be utilized when calculating net cash flow.

Verification of cash flow shall be determined by utilizing the Debtor's signed federal tax return prepared by the Debtor's CPA along with a Certification from the CPA as to its accuracy, or other means deemed appropriate by the City.

#### C. ACKNOWLEDGMENTS AND REPRESENTATIONS OF DEBTORS

The Debtor acknowledges and represents to the City that they agree to conduct and administer federal assistance, to the extent applicable, in compliance with:

1. Office of Management and Budget (OMB) Circulars A-110 and A-128, which in part provide that financial management systems operated by recipients of federal assistance shall provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars. All records shall identify the source and application of funds for activities and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial

transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, shall be conducted in a manner so as to provide maximum open and free competition. The Debtor will give the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the City of La Crosse, or any authorized representatives of the above access to and the right to examine all records, books, papers, and documents related to the loan. Such records shall be maintained for a period of at least five (5) years after receipt of federal funds.

2. Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 USC 2000d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.
3. Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 USC 3601 et seq.) as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, handicap, or familial status.
4. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) which requires that no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.
5. Age Discrimination Act of 1975 (42 USC 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
6. Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended and implementing regulations when published for effect. Said regulation provides for non-discrimination based on handicap in federally-assisted programs and activities.
7. Fair Labor Standards Provisions, which govern responsibilities for workers employed in connection with federally-assisted construction projects.
  - a) Statutory provisions include:
    - 1) Davis-Bacon Act (40 USC 276a-276a-5), which contains minimum wages (basic rate of pay), fringe benefits, and wage withholding.
    - 2) Contract Work Hours and Safety Standards Act (USC 327 et seq.), provides that work in excess of 40 hours per week shall be compensated for at rates not less than one and one-half times the basic rate of pay.
    - 3) Copeland Act (Anti-Kickback Act) (40 USC 276c), makes it an offense for any person to induce any person employed in the construction or repair of any public work financed in whole or in part with federal loans or grants to give up any part of the compensation to which he or she is entitled under the contract of employment.
    - 4) Fair Labor Standards Act (29 USC 102 et seq.) provides for minimum wages for construction workers, overtime pay, record keeping, and child labor standards.
  - b) It is the Debtors' responsibility to make all prospective contractors they are accepting proposals from, for doing construction work, aware of the minimum wages required for all laborers and

mechanics working upon the job site. A copy of the applicable Federal Wage Decision and the Federal Labor Standards Provisions are to be obtained from the City and furnished to all contractors BEFORE they submit a bid for doing the work.

8. National Flood Insurance Program requirements which mandate the acquisition of a flood insurance policy in the amount of the cost of the construction and/or acquisition for a period of five (5) years from the date of disbursement of funds when the project site is located in Zone A of the National Flood Insurance Program Flood Insurance Rate Map. Said policy will name the City of La Crosse as an insured and evidence of such policy will be provided to the City of La Crosse. Said policy must be purchased before disbursement of funds and the Debtors' obligation to provide flood insurance coverage will terminate after the five (5) years of coverage has concluded.
9. Federal Government Accounting Office (GAO) and OMB Attachment O, Circular No. A-102 that establishes standards and guidelines for procurement of equipment for Federal Assistance Programs.
10. Federal Executive Order 11246, as amended by Executive Order 12086 and regulations at 41 CFR Chapter 60, which require non-discrimination in employment for federally-assisted contracts and assures that contractors are fully informed of affirmative action requirements.
11. Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides, to the extent feasible, opportunities for training and employment shall be given to lower income residents for HUD-assisted project areas and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by project area residents.
12. Use of debarred, suspended, or ineligible contractors (24 CFR Part 24).

D. OTHER PROGRAM REQUIREMENTS

1. The Debtor agrees that this Agreement may be terminated or suspended in the event the Debtor fails to comply with the project activity time frame or in the event of default, inability, or failure to perform as required by this or any accompanying agreements the City may take appropriate and corrective action in order to insure compliance with this agreement. Upon termination, the Debtor shall transfer to the City any Community Development Block Grant funds loaned under this Agreement. If the Debtor ceases to use any asset acquired with Community Development Block Grant funds for the purpose described in this Agreement, the Debtor shall either pay to the City the unpaid balance of the loan or transfer to the City's control of the asset (with an unencumbered title), except for the City's lien and the lien of the State Bank Financial. Otherwise, the City shall have any other remedy available to it by law.
2. The Debtor further agrees to allow the City or its representative's access to the project site at reasonable times for the purpose of observing project progress.
3. The Debtor shall provide, upon request, all information and data necessary to determine that time schedules are being met and proposed work is being achieved.
4. The Debtor shall, to the best of their ability, solicit and employ Minority Business Enterprises (MBE) and/or Women's Business Enterprises (WBE), whenever possible.
5. Reversion of Assets: The Debtor agrees that, upon any default, termination, or expiration of this Agreement, the Debtor shall transfer to the City any Community Development Block Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development Block Grant funds. Any real property that is acquired or improved in whole or in part with Community

Development Block Grant funds in excess of \$250,000 shall:

- a) be used to meet one of the National Objectives in 24 CFR Part 570.901 until five (5) years after expiration of the Agreement or for such longer term as determined to be appropriate by the City, or
  - b) be disposed in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the property.
6. Independent Status: Nothing contained herein, nor any act of the City, the Debtor, or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal, or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Debtor is at all times considered an independent agency and not an agency or branch of the City.
7. Anti-Lobbying: The Debtor certifies that to the best of their knowledge and belief:
- a) No federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement;
  - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

#### E. CONFLICT OF INTEREST

Except for approved eligible administrative and personnel costs, no member, officer, or employee of the City, its designees, or agents, no consultant, no member of the governing body of the City, and no other public official of the City, who exercise or who has exercised any functions or responsibilities with respect to the project during his/her tenure, or who is in the position to participate in a decision-making process or gain inside information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, who are to perform in connection with the project business or in any activity for benefit there from, which is part of the project business at any time during such persons tenure or for one year thereafter. The provision shall be in addition to the requirements in Attachment O of the OMB Circulars A-102 and A-110.

#### F. NOTICES

Any notice, certificate, request, complaint, demand, communication, or other paper (collectively "Notices")



shall be sufficiently given hereunder and shall be deemed given when delivered or mailed registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the City:                    Planning Department  
    City of La Crosse  
    400 La Crosse St.  
    La Crosse, WI 54601

If to the Debtor :                La Crosse Industrial Park Corporation (LIPCO)  
    712 Main Street  
    La Crosse, WI 54601

The City and the Debtors may designate any further or different addresses to which subsequent Notices shall be sent.

G.      SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and shall be binding upon the City and the Debtor and their respective successors and permitted assigns.

H.      SEVERABILITY

In the event any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative, invalid, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same illegal, inoperative, invalid, or unenforceable to any extent whatever.

I.      ENTIRE AGREEMENT

This Agreement may not be amended, changed, modified, altered, or terminated without the written Agreement signed by the party(s) against whom enforcement of any such amendment, change, modification, alteration, or termination is sought.

J.      GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed entirely within such State.

K.      THIRD PARTY BENEFICIARY

Nothing contained herein between the parties, nor any act of the City or any other party, shall be deemed or construed by any party, or by any third person, to create any relationship or third party beneficiary, principal, or agent, or limited or general partnership, or of joint venture, or of any association, or relationship involving the Secretary of the United States Department of Housing and Urban Development (HUD).

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its Mayor and attested to by its Clerk, and La Crosse Industrial Park Corporation (LIPCO), has caused this Agreement to be executed by its duly authorized officers.

ATTEST:  
CITY OF LA CROSSE, WISCONSIN

Teri Lehrke  
Teri Lehrke, City Clerk

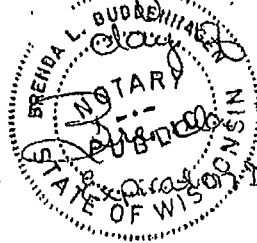
Matthias Harter  
Matthias Harter, Mayor

LA CROSSE INDUSTRIAL PARK CORPORATION

James P. Hill, Exec. Dir.

State of WI )  
County of LaCrosse ) ss.

Subscribed + sworn to  
before me this 29<sup>th</sup>  
day of April, 2009.



Brenda L. Buddenhagen  
Notary Public  
Date: 1-30-11

Exhibit "A" to Amended Loan and Special Economic Development Agreement

Legal Description

A parcel of land located in part of the SW ¼ of the NE ¼ of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin; described as follows:

Commencing at the southeast corner of said SE ¼ of the NE ¼; thence North 30.00 feet to the extended north right of way line of St. Andrew Street, thence along said extended north right of way line S 89 deg. 34' 30" E 37.00 feet to the east right of way line of George Street and the point of beginning of this description, thence along said east right of way line North 100.00 feet; then continuing along said east right of way line N 01 deg. 18' 05" W 308.23 feet; then N 89 deg. 49' E 111.25 feet; thence North 52.00 feet; then N 89 deg. 49' E 38.75 feet; thence North 298.72 feet to the south right of way line of St. Cloud Street; thence along said south right of way line S 89 deg. 39' 46" E 59.69 feet; thence continuing along said right of way line S 00 deg. 18' E 5.50 feet; thence continuing also on said south right of way line S 89 deg. 38' E 465.68 feet; thence continuing along said south right of way line N 45 deg. 04' 38" E 73.00 feet; thence S 14 deg. 15' 48" E 263.81 feet; thence S 62 deg. 19' E 130.40 feet to a point 15 feet distant, measured at right angles from the centerline of the main track of the Chicago and North Western Transportation Company; thence S 27 deg. 41' W 554.00 feet parallel with said centerline to the north right of way line of St. Andrew Street; thence along said north right of way line N 89 deg. 34' 30" W 643.15 feet to the point of beginning.

Said parcel contains 540,195 square feet, 12.401 acres, more or less.

Commonly known as: 606 George Street (formerly 1319 St. Andrew Street), La Crosse, Wisconsin

Parcel Identification number (PIN): \_\_\_\_\_

**PROMISSORY NOTE**

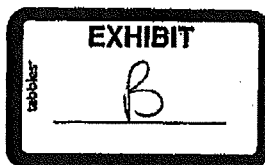
<b>INDEXED VARIABLE RATE – SINGLE PAYMENT NOTE</b>			
OBLIGOR #	NOTE #	NOTE DATE April 14, 2009	TAX IDENTIFICATION NUMBER
AMOUNT \$150,000			MATURITY DATE May 9, 2014

**La Crosse Industrial Park Corporation**, a Wisconsin nonprofit corporation (“LIPCO”) promises to pay to the order of the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin (the “City”) at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, **One Hundred Fifty Thousand Dollars (U.S.)** with interest from the date of this Note.

The initial rate of interest will be 5.25 % per annum. The rate of interest will be annually reset beginning on January 2, 2010 and thereafter on the second day of each January (the “Reset Date”) until all amounts outstanding hereafter are fully repaid. The rate of interest will be reset and changed on each Reset Date to the prime rate of interest then in effect plus 2% per annum and that rate of interest will remain effective until the next Reset Date, provided that no Default, as later defined, should occur. The rate of interest shall be capped at 10%. Should a Default occur the rate will be equal to the rate of interest otherwise prevailing under this Note plus 3% per annum (but in no event in excess of the maximum rate permitted by law). The “prime rate” will be the prime rate published in the *Wall Street Journal* on the applicable Reset Date (or the date closest to the Reset Date if the Reset Date is a day on which the *Wall Street Journal* is not published).

Interest will be calculated for the actual number of days the principal is outstanding on the basis of a 360-day year. Accrued interest on this Note will be payable on the 1<sup>st</sup> day of each quarter commencing July 1<sup>st</sup>, 2009, until the Maturity Date when all amounts outstanding under this Note will be due and payable in full. If any payment of principal or interest under this Note will be payable on a day other than a day on which the City is open for business, this payment will be extended to the next succeeding business day and interest will be payable at the rate specified in the Note during this extension. A late payment charge equal to 5% of each late payment may be charged on any payment not received by the City within 10 calendar days after the payment due date, but acceptance of this charge will not waive any Default under this Note.

If LIPCO (a) fails to pay any of the indebtedness when due, by maturity, acceleration or otherwise; or (b) fails to comply with any of the terms or provisions of any agreement between LIPCO and the City; or (c) becomes insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, a reorganization, arrangement or creditor composition proceeding, ceases doing business as a going concern, or is the subject of dissolution, merger or consolidation; or (d) has made any untrue or incomplete warranty or representation in connection with this Note; or (e) fails to pay when due any of its indebtedness (other than to the City) or to observe or perform of any term, covenant or condition in any document evidencing, securing or relating to such indebtedness; or (f) if the City deems itself insecure believing the prospect of payment of this Note or shall fear deterioration, removal or waste of any of the Collateral; or (g) if there is filed or issued a levy or writ of attachment or garnishment or other like judicial process



upon LIPCO, then the City, upon the occurrence of any of these events (each a "Default"), may at its option and without prior written notice to LIPCO, declare any or all of the indebtedness to be immediately due and payable (notwithstanding any provision contained herein to the contrary), realize on the Collateral or any portion of it, set off against the indebtedness any amounts owing by the City to LIPCO, charge interest at the default rate provided in the document evidencing the relevant indebtedness and exercise any one or more of the rights and remedies granted to the City by any agreement with LIPCO or given to it under applicable law.

This Note will be binding LIPCO, and LIPCO's respective heirs, personal representatives, successors and assigns.

LIPCO waives presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, and agrees that no extension or indulgence to LIPCO (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any of LIPCO, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of LIPCO. LIPCO waives all defenses or right to discharge available under Section 3-605 of the Uniform Commercial Code (Wis. State. §403.605) and waives all other suretyship defenses or right to discharge. LIPCO agrees that the City has the right to sell, assign, or grant participations, or any interest, in any or all of the indebtedness, and that, in connection with this right, but without limiting its ability to make other disclosures to the full extent allowable, the City may disclose all documents and information which the City now or later has relating to LIPCO or the indebtedness.

LIPCO agrees to reimburse the City for any and all costs and expenses (including without limit court costs, legal expenses and reasonable attorney fees) incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

LIPCO acknowledges and agrees that there are no contrary oral or written agreements establishing a term of this Note and agrees that the terms and conditions of this Note may not be amended, waived or modified except in a writing signed by an authorized representative of the City. If any provision of this Note is unenforceable in whole or in part for any reason, the remaining provisions will continue to be effective. **THIS NOTE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.**

**LIPCO AND THE CITY EXPRESSLY WAIVE TRIAL BY JURY.**

La Crosse Industrial Park Corporation

By: James P. Hill Executive Director

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

LIPCO-10 Year Extension Granted 5/16/07  
 Revised per 5/16/07 Commercial Rehab/SBDL Committee Minutes

Compound Period .....: Quarterly

Nominal Annual Rate ....: 8.750 %  
 Effective Annual Rate ...: 9.041 %  
 Periodic Rate .....: 2.1875 %  
 Daily Rate .....: 0.02397 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	04/01/1998	250,000.00	1		
2 Payment	07/01/1998	Interest Only	44	Quarterly	04/01/2009
3 Rate	04/01/2009	Compound: Quarterly		Rate: 0.000 %	
4 Payment	04/01/2009	100,000.00	1		
5 Rate	04/01/2009	Compound: Quarterly		Rate: 5.250 %	
6 Payment	07/01/2009	Interest Only	20	Quarterly	04/01/2014
7 Payment	05/09/2014	150,819.86	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/01/1998				250,000.00
1 07/01/1998	5,468.75	5,468.75	0.00	250,000.00
2 10/01/1998	5,468.75	5,468.75	0.00	250,000.00
1998 Totals	10,937.50	10,937.50	0.00	
3 01/01/1999	5,468.75	5,468.75	0.00	250,000.00
4 04/01/1999	5,468.75	5,468.75	0.00	250,000.00
5 07/01/1999	5,468.75	5,468.75	0.00	250,000.00
6 10/01/1999	5,468.75	5,468.75	0.00	250,000.00
1999 Totals	21,875.00	21,875.00	0.00	
7 01/01/2000	5,468.75	5,468.75	0.00	250,000.00
8 04/01/2000	5,468.75	5,468.75	0.00	250,000.00
9 07/01/2000	5,468.75	5,468.75	0.00	250,000.00
10 10/01/2000	5,468.75	5,468.75	0.00	250,000.00
2000 Totals	21,875.00	21,875.00	0.00	
11 01/01/2001	5,468.75	5,468.75	0.00	250,000.00
12 04/01/2001	5,468.75	5,468.75	0.00	250,000.00
13 07/01/2001	5,468.75	5,468.75	0.00	250,000.00
14 10/01/2001	5,468.75	5,468.75	0.00	250,000.00
2001 Totals	21,875.00	21,875.00	0.00	
15 01/01/2002	5,468.75	5,468.75	0.00	250,000.00
16 04/01/2002	5,468.75	5,468.75	0.00	250,000.00
17 07/01/2002	5,468.75	5,468.75	0.00	250,000.00
18 10/01/2002	5,468.75	5,468.75	0.00	250,000.00



LIPCO-10 Year Extension Granted 5/16/07  
 Revised per 5/16/07 Commercial Rehab/SBDL Committee Minutes

Date	Payment	Interest	Principal	Balance
2002 Totals	21,875.00	21,875.00	0.00	
19 01/01/2003	5,468.75	5,468.75	0.00	250,000.00
20 04/01/2003	5,468.75	5,468.75	0.00	250,000.00
21 07/01/2003	5,468.75	5,468.75	0.00	250,000.00
22 10/01/2003	5,468.75	5,468.75	0.00	250,000.00
2003 Totals	21,875.00	21,875.00	0.00	
23 01/01/2004	5,468.75	5,468.75	0.00	250,000.00
24 04/01/2004	5,468.75	5,468.75	0.00	250,000.00
25 07/01/2004	5,468.75	5,468.75	0.00	250,000.00
26 10/01/2004	5,468.75	5,468.75	0.00	250,000.00
2004 Totals	21,875.00	21,875.00	0.00	
27 01/01/2005	5,468.75	5,468.75	0.00	250,000.00
28 04/01/2005	5,468.75	5,468.75	0.00	250,000.00
29 07/01/2005	5,468.75	5,468.75	0.00	250,000.00
30 10/01/2005	5,468.75	5,468.75	0.00	250,000.00
2005 Totals	21,875.00	21,875.00	0.00	
31 01/01/2006	5,468.75	5,468.75	0.00	250,000.00
32 04/01/2006	5,468.75	5,468.75	0.00	250,000.00
33 07/01/2006	5,468.75	5,468.75	0.00	250,000.00
34 10/01/2006	5,468.75	5,468.75	0.00	250,000.00
2006 Totals	21,875.00	21,875.00	0.00	
35 01/01/2007	5,468.75	5,468.75	0.00	250,000.00
36 04/01/2007	5,468.75	5,468.75	0.00	250,000.00
37 07/01/2007	5,468.75	5,468.75	0.00	250,000.00
38 10/01/2007	5,468.75	5,468.75	0.00	250,000.00
2007 Totals	21,875.00	21,875.00	0.00	
39 01/01/2008	5,468.75	5,468.75	0.00	250,000.00
40 04/01/2008	5,468.75	5,468.75	0.00	250,000.00
41 07/01/2008	5,468.75	5,468.75	0.00	250,000.00
42 10/01/2008	5,468.75	5,468.75	0.00	250,000.00
2008 Totals	21,875.00	21,875.00	0.00	
43 01/01/2009	5,468.75	5,468.75	0.00	250,000.00
44 04/01/2009	5,468.75	5,468.75	0.00	250,000.00
Rate 04/01/2009	0.00	0.00	0.00	250,000.00
04/01/2009	Rate: 0.000 %	Compound: Quarterly		
45 04/01/2009	100,000.00	0.00	100,000.00	150,000.00
Rate 04/01/2009	0.00	0.00	0.00	150,000.00
04/01/2009	Rate: 5.250 %	Compound: Quarterly		
46 07/01/2009	1,968.75	1,968.75	0.00	150,000.00

LIPCO-10 Year Extension Granted 5/16/07  
 Revised per 5/16/07 Commercial Rehab/SBDL Committee Minutes

Date	Payment	Interest	Principal	Balance
47 10/01/2009	1,968.75	1,968.75	0.00	150,000.00
2009 Totals	114,875.00	14,875.00	100,000.00	
48 01/01/2010	1,968.75	1,968.75	0.00	150,000.00
49 04/01/2010	1,968.75	1,968.75	0.00	150,000.00
50 07/01/2010	1,968.75	1,968.75	0.00	150,000.00
51 10/01/2010	1,968.75	1,968.75	0.00	150,000.00
2010 Totals	7,875.00	7,875.00	0.00	
52 01/01/2011	1,968.75	1,968.75	0.00	150,000.00
53 04/01/2011	1,968.75	1,968.75	0.00	150,000.00
54 07/01/2011	1,968.75	1,968.75	0.00	150,000.00
55 10/01/2011	1,968.75	1,968.75	0.00	150,000.00
2011 Totals	7,875.00	7,875.00	0.00	
56 01/01/2012	1,968.75	1,968.75	0.00	150,000.00
57 04/01/2012	1,968.75	1,968.75	0.00	150,000.00
58 07/01/2012	1,968.75	1,968.75	0.00	150,000.00
59 10/01/2012	1,968.75	1,968.75	0.00	150,000.00
2012 Totals	7,875.00	7,875.00	0.00	
60 01/01/2013	1,968.75	1,968.75	0.00	150,000.00
61 04/01/2013	1,968.75	1,968.75	0.00	150,000.00
62 07/01/2013	1,968.75	1,968.75	0.00	150,000.00
63 10/01/2013	1,968.75	1,968.75	0.00	150,000.00
2013 Totals	7,875.00	7,875.00	0.00	
64 01/01/2014	1,968.75	1,968.75	0.00	150,000.00
65 04/01/2014	1,968.75	1,968.75	0.00	150,000.00
66 05/09/2014	150,819.86	819.86	150,000.00	0.00
2014 Totals	154,757.36	4,757.36	150,000.00	
Grand Totals	530,819.86	280,819.86	250,000.00	



AMENDMENT TO PURCHASE-MONEY MORTGAGE, PROMISSORY NOTES AND THIRD AMENDED LOAN AND SPECIAL ECONOMIC DEVELOPMENT AGREEMENT BETWEEN LA CROSSE INDUSTRIAL PARK CORPORATION (LIPCO) AND THE CITY OF LA CROSSE

WHEREAS, LIPCO, as mortgagor, and City of La Crosse, as mortgagee, previously entered into a Third Amended Loan and Special Economic Development Agreement between La Crosse Industrial Park Corporation (LIPCO) and the City of La Crosse, which document was recorded with the La Crosse Register of Deeds on June 3, 2009 as Document No. 1527908, and

WHEREAS, said Third Amended Loan and Special Economic Development Agreement included a Promissory Note and Amendment to Purchase-Money Mortgage recorded as Exhibits to said agreement, and

WHEREAS, said Third Amended Loan and Special Economic Development Agreement was made with regard to the property located at 1319 St. Andrew Street, La Crosse, Wisconsin which is more fully described on the attached Exhibit "A," and

WHEREAS, the Third Amended Loan and Special Economic Development Agreement contain express and implied provisions with respect to LIPCO's obligations to maintain and insure the real estate and improvements located on said property, and

WHEREAS, it is in the best interest of all parties that the improvements on the premises be demolished and the premises be remediated to remove certain existing environmental conditions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That the Third Amended Loan and Special Economic Development Agreement, Promissory Notes and Amendment to Purchase-Money Mortgage above referenced are hereby amended to allow LIPCO to demolish all existing improvements on the premises to facilitate its remediation and redevelopment.

CITY OF La Crosse:

BY: Mathias Harter  
Mathias Harter, Mayor

BY: Teri Lehrke  
Teri Lehrke, City Clerk

STATE OF WISCONSIN )

COUNTY OF LA CROSSE ) ss.

Subscribed and sworn to before me this 7<sup>th</sup> day of December, 2009.

Brenda J. Schaefer  
Notary Public, State of WI  
My Commission Expires 12/31/2010

1540552

LACROSSE COUNTY REGISTER OF DEEDS CHERYL A. MCBRIDE

RECORDED ON 12/08/2009 11:05AM

REC FEE: 13.00 TRANSFER FEE: EXEMPT #:

PAGES: 2

#112

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

This instrument was drafted by City Attorney Stephen F. Matly 400 La Crosse Street La Crosse, WI 54601

Exhibit "A" to Amended Loan and Special Economic Development Agreement

Legal Description

A parcel of land located in part of the SW ¼ of the NE ¼ of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin; described as follows:

Commencing at the southeast corner of said SE ¼ of the NE ¼; thence North 30.00 feet to the extended north right of way line of St. Andrew Street, thence along said extended north right of way line S 89 deg. 34' 30" E 37.00 feet to the east right of way line of George Street and the point of beginning of this description, thence along said east right of way line North 100.00 feet; then continuing along said east right of way line N 01 deg. 18' 05" W 308.23 feet; then N 89 deg. 49' E 111.25 feet; thence North 52.00 feet; then N 89 deg. 49' E 38.75 feet; thence North 298.72 feet to the south right of way line of St. Cloud Street; thence along said south right of way line S 89 deg. 39' 46" E 59.69 feet; thence continuing along said right of way line S 00 deg. 18' E 5.50 feet; thence continuing also on said south right of way line S 89 deg. 38' E 465.68 feet; thence continuing along said south right of way line N 45 deg. 04' 38" E 73.00 feet; thence S 14 deg. 15' 48" E 263.81 feet; thence S 62 deg. 19' E 130.40 feet to a point 15 feet distant, measured at right angles from the centerline of the main track of the Chicago and North Western Transportation Company; thence S 27 deg. 41' W 554.00 feet parallel with said centerline to the north right of way line of St. Andrew Street; thence along said north right of way line N 89 deg. 34' 30" W 643.15 feet to the point of beginning.

Said parcel contains 540,195 square feet, 12.401 acres, more or less.

Commonly known as: 606 George Street (formerly 1319 St. Andrew Street), La Crosse, Wisconsin

Parcel Identification number (PIN): \_\_\_\_\_