

**FIRST AMENDMENT TO FOWLER & HAMMER
DEVELOPMENT AGREEMENT**

This First Amendment to the Fowler & hammer Development Agreement 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**") and **Fowler & Hammer, Inc.**, a Wisconsin corporation with offices located at 157 Sumner Street, La Crosse, Wisconsin 54603 ("**Developer**").

WITNESSETH:

WHEREAS, on April 23, 2009, the parties entered into the Fowler & Hammer Development Agreement, in order to increase tax base and increase the availability of jobs in the City of La Crosse, and

WHEREAS, the parties agree that the development agreement was a success and it is mutually beneficial to amend the development agreement.

NOW, THEREFORE, in consideration of 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. Termination: This Development Agreement shall terminate upon Common Council approval of the First Amendment. Upon termination, the parties shall not have any further obligations under the Development Agreement.
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: Fowler & Hammer, Inc. shall sign, execute and deliver this First 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. Fowler & Hammer's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After Fowler & Hammer, Inc. have signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.
4. Miscellaneous: Signatures of this First Amendment which are transmitted by either or both electronic or telephonic means (including without limitation facsimile and e-mail) are valid for all purposes. Any party shall, however, deliver an original signature to the other party upon request.

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

IN WITNESS WHEREOF, the parties of this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Fowler & Hammer, Inc. and the City.

FOWLER & HAMMER, INC.

CITY OF LA CROSSE

By: _____
Jim Fowler, Owner

BY: _____
Timothy Kabat, Mayor

BY: _____
Sue Christopherson, Owner

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 expires: _____

Notary Public, State of Wisconsin
My Commission expires: _____