

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

This Fourth 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**").

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 (the "First Amendment"), which was amended again on January 17, 2018 by the Second Amendment to the Amended and Restated Gundersen Development Agreement (the "Second Amendment"), and which was amended again on December 13, 2018 by the Third Amendment to the Amended and Restated Development Agreement (the "Third Amendment"), 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. **Restaurant:** Section 2.1(a) of the Development Agreement provides that Developer shall commence construction of a restaurant within 36 months after the completion of the Joint Plan. This timeline was subsequently changed in the First, Second and Third Amendments. The construction of a restaurant is no longer required. Developer's requirement to construct a restaurant is removed from the Development Agreement.

2. Sections 9.13(b) and its subsections 9.13(b)(1) and 9.13(b)(2) are deleted and removed from the Development Agreement and replaced with the following:

Any extension to TID #14 shall comply with the required statutory process and applicable law. Notwithstanding any other provision of the Development Agreement, the City has no obligation to extend the duration of TID #14.

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

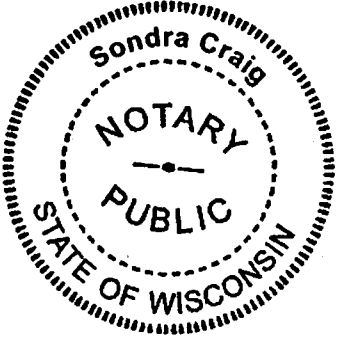
09.15.21

Personally came before me this 14th day of December, 2021, the above named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

Sondra Craig

Notary Public - State of Wisconsin

My Commission Expires: 11/11/2025



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