

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. This First Amendment shall release the parties from any and all liability and obligations pursuant to the terms of the Development Agreement and all documents related thereto.
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*  
Jim Fowler, Owner

BY: *Timothy Kabat*  
Timothy Kabat, Mayor

BY: *Sue Christopherson*  
Sue Christopherson, Owner

BY: *Teri Lehrke*  
Teri Lehrke, City Clerk

Subscribed and sworn to before me this  
22 day of September, 2015

Subscribed and sworn to before me this  
30<sup>th</sup> day of September, 2015.

*Leanne Gust*

*Brenda L. Buddenhagen*

Notary Public, State of Wisconsin  
My Commission expires: October 19, 2018  
Leanne Gust

Notary Public, State of Wisconsin  
My Commission expires: 11-2-15  
Brenda L. Buddenhagen

## **Exhibit A – Real Estate Legal Description**

### **Warehouse Location:**

- The North 155 feet of Lot A in the Grams subdivision of the Southern Addition.

### **New Office Building Location:**

- That part of Lot 11, Block 49, Southern Addition to the City of La Crosse lying North of the extended North line of Lot 15 of Grams Subdivision, extended West.

