

**TERMINATION OF REDEVELOPMENT AGREEMENT
FOR CENTURYTEL PROJECT
(333 Front Street)**

This Termination of Redevelopment Agreement for Centurytel Project (hereafter "Termination") 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**"), the Redevelopment Authority of the City of La Crosse ("**Authority**") and 333 Front Street, LLC, and Weber Holdings, LLC, as tenants in common, both Wisconsin limited liability companies with principal offices located at 232 N. Front Street, Suite 202, La Crosse, Wisconsin 54601 (together, "**Developer**").

WITNESSETH:

Whereas, Developer is purchasing and proposes to refurbish, renovate and develop a currently underutilized property into an office building and mixed use property, within the City of La Crosse, which property is more particularly described in **Exhibit A** ("**Real Estate**");

Whereas, the Real Estate is encumbered by a document entitled the Redevelopment Agreement (or just Development Agreement) for Centurytel Project ("**Redevelopment Agreement**"), dated January 20, 1999, between and among the City, the Authority, and CenturyTel of Wisconsin, Inc. ("**Seller**"), which Redevelopment Agreement was recorded in the Office of the Register of Deeds of La Crosse County, Wisconsin on January 27, 1999, as Document No. 1219094;

Whereas, the Real Estate is also encumbered by a document entitled Amendment No. 1 to Development Agreement for CenturyTel Project ("**Amendment No. 1**"), which was recorded in the Office of the Register of Deeds of La Crosse County, Wisconsin on October 19, 1999 as Document No. 1239350;

Whereas, the City, Authority and Developer recognize that all of the obligations of the Real Estate, and its various owners, under the Redevelopment Agreement and Amendment No. 1 have been satisfied or waived for many years;

Whereas, in Section 2.6 of the Redevelopment Agreement, the City and the Authority provided the Seller with an Environmental Indemnification as to the condition of the Real Estate but only as of the date of such Indemnification, and such Indemnification runs with the land;

Whereas, the Redevelopment Agreement contained some options to purchase, relinquishment rights, and consents to sale, which the parties wish to confirm have been terminated; and

Whereas, the City and Developer are entering into a new development agreement regarding the real estate and wish to set forth in this document, a confirmation that obligations under the Redevelopment Agreement and Amendment No. 1 have expired, been terminated or waived, in order to remove those documents from record title to the Real Estate.

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
See Exhibit A

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. **Environmental Indemnification.** The Environmental Indemnification in Section 2.6 of the Redevelopment Agreement, and Exhibit P by incorporation, is hereby confirmed to extend to Developer, but only on the strict terms therein, and as of the date of that indemnification, and shall survive this termination of the Redevelopment Agreement.
2. **Brownfields Grant.** City Authority and Developer confirm that all obligations of the Brownfields Grant referenced in Section 2.13 of the Redevelopment Agreement have expired, other than the obligation to comply with the Cap Maintenance Agreement.
3. **Pedestrian Access.** The requirements of Section 5.1.1 for a pedestrian pathway to the park is terminated and replaced with the terms on Exhibit B.
4. **Amendment.** The City, Authority and Developer confirm there are no amendments to the Redevelopment Agreement except Amendment No. 1 identified above, and the City, Authority and Developer have not assigned any rights under either agreement to any other party.
5. **Termination.** Except as provided in Sections 1, 2, and 3 of this Termination, City, Authority and Developer confirm that all the obligations in the Redevelopment Agreement and Amendment No. 1 have been satisfied or waived, and that this document shall act as a full termination of the Redevelopment Agreement and Amendment No. 1, including, without limitation, any options to purchase, options to recapture, rights of the City or Authority to relinquishment of property, and rights of the City or Authority to require consent on the sale of the Real Estate by Seller. To the extent Sections 3.1 through 3.5 of the Redevelopment Agreement contained requirements for construction of the improvements on the Real Estate, City and Authority confirm these requirements were either satisfied or waived.
6. **Easements.** The Developer shall provide to City, at no cost, certain easements on the Real Estate more particularly described in the attached Exhibit B. Exhibits A, B and C are attached hereto and incorporated herein by this reference.
7. **Due Authorization.** The City and Authority confirm that they continue to be the holders of the rights given to them in the Redevelopment Agreement and Amendment No. 1 and have the full right and authority to execute this Termination. The Developer hereby confirms that this document has been properly authorized, and that the persons signing below have the authority to bind Developer.
8. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.
9. **Disclaimer Relationships.** Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2019

Dated this 18th day of Dec, 2019

333 Front Street, LLC

City of La Crosse

By: _____
Donald J. Weber, its Manager

Timothy Kabat
Timothy Kabat, Mayor

Weber Holdings, LLC
By: _____
Donald J. Weber, its Manager

Teri Lehrke
Teri Lehrke, City Clerk

Subscribed and sworn to before me this ____ day of December, 2019.

Subscribed and sworn to before me this 18th day of December, 2019.

Notary Public, State of Wisconsin
My Commission: _____

Brenda Baudenbragen
Notary Public, State of Wisconsin
My Commission: 11-2-22
Brenda W. Baudenbragen

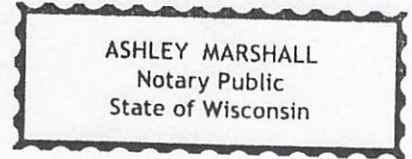
Redevelopment Authority of the City of La Crosse

By: Adam Hatfield
Adam Hatfield, its Chair, Redevelopment Authority

By: Jason Gilman
Jason Gilman, its Executive Director, Redevelopment Authority

Subscribed and sworn to before me this 17 day of December, 2019.

Ashley Marshall
Notary Public, State of Wisconsin
My Commission: 12-5-22
Ashley Marshall



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
and
Nancy Haggerty
Michael Best & Friedrich, LLP
100 E. Wisconsin Ave., Suite 3300
Milwaukee, WI 53202

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2019

Dated this ____ day of ____, 2019

333 Front Street, LLC

City of La Crosse

By: [Signature]
Donald J. Weber, its Manager

Timothy Kabat, Mayor

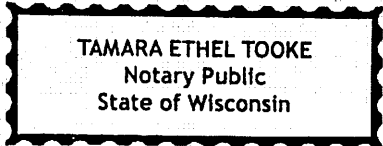
By: [Signature]
Donald J. Weber, its Manager

Teri Lehrke, City Clerk

Subscribed and sworn to before me this
13th day of December, 2019.

Subscribed and sworn to before me this
____ day of December, 2019.

Tamara Ethel Tooke



Notary Public, State of Wisconsin
My Commission: expires 1/22/23

Notary Public, State of Wisconsin
My Commission: _____

Redevelopment Authority of the
City of La Crosse

By: _____
_____, its _____

By: _____
_____, its _____

Subscribed and sworn to before me this
____ day of December, 2019.

Notary Public, State of Wisconsin
My Commission: _____

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
and
Nancy Haggerty
Michael Best & Friedrich, LLP
100 E. Wisconsin Ave., Suite 3300
Milwaukee, WI 53202

Exhibit A

The "Real Estate" shall be describes as follows:

The "Real Estate" is comprised of two properties: the "East Parking Parcel" defined below, east of Front Street, and the "West Building Parcel" west of Front Street.

The "East Parking Parcel" shall be defined as follows:

Lot 7 and Out Lot 1, Certified Survey Map filed January 19, 1999 in Volume 8, Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin; and

Lot 8, Certified Survey Map filed January 19, 1999 in Volume 8, Page 123, Document No. 1218451, being a part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin.

The "West Building Parcel" shall be defined as follows:

Lot 5, Certified Survey Map filed January 19, 1999 in Volume 8 Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West EXCEPT that portion of said Lot 5 conveyed to the City of La Crosse, Wisconsin, a Wisconsin municipal corporation in quit claim deed recorded April 6, 2016 at Document No. 1672286, said EXCEPTED PORTION being more particularly described as follows:

Beginning at the southwest corner of said Lot 5, thence the next 2 calls along the west line of said Lot 5: (1) n 05° 25' 01" e 105.68 feet; (2) n 09° 17' 32" w 33.79 feet; thence s 33° 46' 50" e 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the west; thence 128.99 feet along the arc of said curve, the chord of which bears s 17° 17' 03" e 127.21 feet to the south line of said Lot 5; thence along said south line n 64° 15' 05" w 88.10 feet to the Point of Beginning, City and County of La Crosse, State of Wisconsin.

Parcel Identification Numbers: 17-20280-070 and 17-20280-90.

Exhibit B

1. **Front Street Widening Temporary Construction Easement.**

Developer agrees to provide to the City a 25 foot wide temporary construction easement, along the eastern-most 25 feet of the West Building Parcel defined on Exhibit A, for access during the reconstruction of Front Street. This easement shall provide for continued reasonable access to the West Building Parcel during the construction project.

2. **East Front Street Realignment.**

Developer agrees to provide to the City a permanent easement for street purposes, for the realignment of Front Street, over the triangle shown on Exhibit C as the "Street ROW."

3. **Outlot 1 Easement.** Developer agrees to provide to the City a permanent easement for street purposes, over Outlot 1, as shown as "Future Road" on Exhibit C, subject to a right of Developer to recover the ownership of any part of Outlot 1 not used for street purposes, within 5 years of the date of the grant of the Easement. This Easement shall provide that Outlot 1 has a continued right of access to Front Street through the easement area, until the easement area is dedicated as a public street, in order to preserve continued access at this point.

4. **Pedestrian Access.** Section 5.1.1 of the Redevelopment Agreement contained obligations to agree to the location of certain pedestrian access points. City and Developer agree to review those access points, if they already exist, and either decide to continue them or move them, but in any case, to reduce those easements to writing in a recorded document, so the location is memorialized in a recorded document, which shall then terminate these rights to an unrecorded easement.

All of the easements above shall: (i) be subject to any easements in the easement areas shown, existing at the time of the executing of the easement, including specifically the Communication System Easement being executed between Developer and CenturyTel of Wisconsin, LLC; (ii) contain commercially reasonable terms and conditions; (iii) shall require all improvements created on the easement areas to be underground unless specifically identified in that easement agreement. Developer and the City shall work in good faith to finalize the wording of these easements, once plans and specifications for the intended improvements are developed by the City, and to work in good faith to terminate any existing recorded easements or agreements that duplicate these new easements, such as the existing 66 foot right of way easement across Outlot 1.

Exhibit C
Drawing Showing the Approximate Locations of Easements in Exhibit B
[note we should make a better drawing before recording]

