

**SECOND AMENDMENT TO THE 2219 LOFTS
DEVELOPMENT AGREEMENT**

This Second Amendment to the 2219 Lofts Development Agreement (the “**Second 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 (the “**City**”) and **2219 Lofts Limited Partnership**, a Wisconsin limited partnership with offices located at 801 Washington Ave. N #108, Minneapolis, MN 55401 (“**Developer**”).

WITNESSETH:

Whereas, the parties entered into a 2219 Lofts Development Agreement (“**Development Agreement**”) on February 1, 2016, which was recorded on February 17, 2016 as document no. 1670227;

Whereas, the parties entered into a First Amendment to the 2219 Lofts Development Agreement (“**First Amendment**”) on March 8, 2018, which was recorded on April 5, 2018 as document no. 1708409;

Whereas, it is necessary to further amend the Development Agreement;

Whereas, the Development Agreement, First Amendment and this Second Amendment pertain to the Real Estate described in the attached **Exhibit A** to this Second Amendment; and

Whereas, the parties wish to set forth in this Second Amendment their respective commitments, understandings, rights and obligations as more fully described herein.

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. Project Definition. Section 1.3(j) of the Development Agreement is deleted in its entirety and replaced with the following language:

“Project” means the development and improvement of the Real Estate by the constructing, refurbishing, renovating and developing currently underused property into low-income housing units located on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Project-Specific Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, “Project” includes land, but excludes personal property.

This space is reserved for recording data
Drafted by and when recorded return to:
City Attorney 400 La Crosse Street Lacrosse WI 54601
Parcel Identification Number Tax Key Number
17-50281-70

2. **Billboards.** Section 2.2(g) of the Development Agreement is deleted in its entirety and replaced with the following language:

Billboards. Developer shall permanently remove any billboards and off-premise signs on the premises within five (5) years of the Signature Date or as early as legally permissible according to the lease agreements with the sign tenant, whichever is earlier.

3. **Base Value.** Section 3.1(d) of the Development Agreement is created to read as follows:

Base Value of Real Estate. The parties agree that the base value of the Real Estate shall be three hundred nineteen thousand three hundred dollars (\$319,300.00), consisting of both land and improvements prior to the commencement of the Project.

4. **Assessed Values and Value Increment.** Section 3.1(e) of the Development Agreement is created to read as follows:

Assessed Values and Value Increment. The parties agree that the assessed values and value increment for the Project are as follows for the specified tax years:

	2016	2017	2018	2019	2020
Assessed Value (Imp.)	10,000	499,000	684,900	684,900	684,900
Assessed Value (Land)	348,800	196,600	196,600	196,600	196,600
Assessed Value (Total)	358,800	695,600	881,500	881,500	881,500
Base Value	319,300	319,300	319,300	319,300	319,300
Value Increment	39,500	376,300	562,200	562,200	562,200

5. **Cash Grant Disbursement.** Section 3.1(f) of the Development shall be created to read as follows:

Disbursement. Upon determining compliance with all other terms and conditions of the Development Agreement, the City shall make the following cash grant payments to Developer within ninety (90) days after the parties have executed the Second Amendment:

	2016	2017	2018	2019
Value Increment	39,500	376,300	562,200	562,200
Mill Rate	0.0291	0.0291	0.0292	0.0257
Tax Increment	1,149	10,962	16,399	14,420
Developer's allocation	0.85	0.85	0.85	0.85

Cash Grant	977	9317	13,939	12,257	
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6. Monetary Obligation – Exhibit G. The First Amendment’s Exhibit G is deleted in its entirety and replaced with the updated Exhibit G, which is attached to this Second Amendment.

7. Other Provisions. Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement, First Amendment and all exhibits thereto shall remain unchanged and in full force and effect.

8. Execution of Amendment. Developer shall sign, execute and deliver this Second 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. Developer’s failure to sign, execute and cause this Second Amendment to be received by the City within said time period shall render the Second Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Second Amendment, the City shall sign and execute the Second Amendment.

9. Authority to Sign. The person signing this Second Amendment on behalf of Developer certifies and attests that the respective Articles of Organization, Articles of Incorporation, By Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents of Developer give full and complete authority to bind Developer, on whose behalf the person is executing this Second Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation. Further, Developer agrees to indemnify the City against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City resulting from or arising out of any such payment or other action, including reasonable attorney fees and legal expenses.

10. Miscellaneous. The Development Agreement, as amended by this Second Amendment, remains in full force and effect and is binding on the parties’ successors and assigns. This Second Amendment may be executed in any number of counterparts, all of which are considered one and the same amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Second Amendment, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Second Amendment to the other party upon request.

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IN WITNESS, the parties to this Second Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this ____ day of _____, 2020.

2219 Lofts Limited Partnership

City of La Crosse

By: _____

By: _____
Timothy Kabat, Mayor

Print Name: _____

Its: _____

By: _____
Teri Lehrke, City Clerk

Subscribed and sworn before me
this ____ day of _____, 2020

Subscribed and sworn before me
this ____ day of _____, 2020

Notary Public, State of _____
My Commission: _____

Notary Public, State of _____
My Commission: _____