

**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.

<p style="font-size: small;">This space is reserved for recording data</p> <hr/> <p style="font-size: x-small;">Return to</p> <p style="font-size: x-small;">City Attorney 400 La Crosse Street La Crosse WI 54601</p> <hr/> <p style="font-size: x-small;">Parcel Identification Number/Tax Key Number</p>
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**3. Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement, the First, Second and Third Amendments, and all exhibits thereto shall remain unchanged and in full force and effect.

**4. Execution of Amendment.** Developer shall sign, execute and deliver this Fourth 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 Amendment to be received by the City within said time period shall render the Fourth Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Fourth Amendment, the City shall sign and execute the Fourth Amendment.

**5. Authority to Sign.** The person signing this Fourth Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and complete authority to bind Developer, on whose behalf the person is executing this 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.

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this \_\_\_ day of \_\_\_\_\_, 2021.

**DEVELOPER: Gundersen Lutheran Administrative Services, Inc.  
Gundersen Clinic, Ltd.  
Gundersen Lutheran Medical Center, Inc.**

BY: \_\_\_\_\_  
\_\_\_\_\_

STATE OF WISCONSIN )  
                                  ) ss.  
LA CROSSE COUNTY )

Personally came before me this \_\_\_ day of \_\_\_\_, 2021, the above-named \_\_\_\_\_, the \_\_\_\_\_ of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public - State of Wisconsin  
My Commission \_\_\_\_\_

**CITY OF LA CROSSE, WISCONSIN: (SEAL)**

\_\_\_\_\_  
Mitch Reynolds, Mayor

Countersigned:

\_\_\_\_\_  
Nikki Elsen, City Clerk

STATE OF WISCONSIN )  
                                  ) ss.  
LA CROSSE COUNTY )

09.15.21

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 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,

\_\_\_\_\_  
Notary Public - State of Wisconsin  
My Commission \_\_\_\_\_

This Document Was Drafted By:  
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