

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF MIDDLETON AND TOWN OF MIDDLETON**

**THIS AMENDMENT** (this "Amendment"), is made effective as of the \_\_\_ day of December, 2001, by and between the City of Middleton, a Wisconsin Municipal Corporation ("City") and the Town of Middleton, a Wisconsin Body Corporate and Politic ("Town").

**RECITALS**

**WHEREAS**, the City and the Town have entered into that certain Agreement dated *December 11*, 2001, in which the City and Town agreed to exchange parcels of real estate, among other issues; and

**WHEREAS**, the City and the Town wish to modify Section 4 of the Agreement as set forth below.

**NOW THEREFORE**, in consideration of the Agreement, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the undersigned, each being legally advised in the premises and intending to be legally bound hereby, as follows:

1. Concurrent with the execution of this Amendment, the Town shall execute a deed to the City of approximately 1.6 acres of real estate, more particularly described on the attached Exhibit A and incorporated herein. It is the intent of the parties that the City will convey said real estate to Electronic Theater Controls, Inc. as part of a larger 43 acre conveyance of real estate from the City to Electronic Theater Controls, Inc. The real estate described on the attached Exhibit A shall be considered part of the 20 acres to be conveyed to the City by the Town under Section 4 of the Agreement and not in addition to such real estate conveyance described therein.
2. In the event that the City does not complete the Evergreen Road extension between Airport Road and Evergreen Road by December 31, 2002 as required by Sections 3 and 4 of the Agreement, the City will deed to the Town an additional approximate 1.6 acres of land contiguous to and along the east side of the 20 acres being deeded to the Town by the City under Section 5 of said Agreement.
3. The remaining terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date set forth above.

CITY OF MIDDLETON

TOWN OF MIDDLETON

By: [Signature]  
Dan A. Ramsey, Mayor

By: [Signature]  
Edwin H. Tallard, Town Chairman

ATTEST:

ATTEST:

[Signature]  
Timothy R. Studer, City Clerk

[Signature]  
James J. Mueller, Town Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 10<sup>th</sup> day of DECEMBER, 2001, the above-named Dan A. Ramsey and Timothy R. Studer, by and on behalf of the City of Middleton, to me known to be the persons who executed the foregoing and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: IS PERMANENT.

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 11<sup>th</sup> day of December, 2001, the above-named Edwin H. Tallard and James J. Mueller, by and on behalf of the Town of Windsor, to me known to be the persons who executed the foregoing and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: expires 6-5-05

