

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE,
ROSHEK PROPERTY, LLC,
COTTINGHAM & BUTLER, INC.
AND
HEARTLAND FINANCIAL USA, INC.**

This SECOND AMENDMENT to Development Agreement is dated for reference purposes the ____ day of _____, 2020.

WHEREAS, the City of Dubuque, Iowa (City), Roshek Property, LLC, an Iowa limited liability company (“Developer”), Cottingham & Butler, Inc., an Iowa corporation (“C & B Employer”), and Heartland Financial USA, Inc. a Delaware corporation (“Heartland Employer”) (collectively referred to as “Employers”), are parties (“the Parties”) to a Development Agreement dated the 16th day of December, 2019, as amended; and

WHEREAS, the Parties now desire to further amend the Development Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Section 1.4(9) of Development Agreement is amended and restated to read as follows:

1.4 Conditions to Closing. The Closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

* * * *

(9) City will complete and open for parking by December 31, 2023, an additional parking structure (the “Parking Structure”) in the area shown on Exhibit H (so that a point on the Parking Structure is within the area shown on Exhibit H) of not less than 500 parking spaces (motorcycles and motor scooters excluded) dedicated to monthly rental spaces for residents of and employees employed in the Downtown Urban Renewal District as amended from time to time, but will be open to the general public after 5 o’clock p.m. Monday through Friday, and on Saturdays, Sundays and Federal holidays.

(a) The Parking Structure will have limited daily parking (not more than 10% of the 500 parking spaces or such additional daily parking as City in its sole discretion determine is needed) that will accommodate general downtown parking needs and also accommodate transient parking needs for employees of Employers.

(b) On the opening of the Parking Structure, individual employees of C & B Employer and Heartland Employer will have the first right for a period of one month to enter into leases for the available spaces on the application form and subject to the conditions in the form, Exhibit I, which form may from time to time be amended by City in its sole discretion.

(c) City will make every reasonable effort to improve pedestrian corridors to make pedestrian access as direct as possible between the Parking Structure and the Roshek Building.

(d) Prior to September 30, 2021, City agrees to install additional security and safety improvements along the paths of travel from all surrounding public parking garages to the Roshek Building and 800 Main Street, Dubuque, Iowa through street scaping measures including:

- (i) increased street lighting; and
- (ii) additional blue light terminals at the Roshek Building and 800 Main Street, Dubuque, Iowa.

(e) Prior to December 31, 2021, City will issue a request for proposals, contract with a vendor, and begin implementation of a smarter transportation technology throughout its downtown public parking ramps to track parking ramp usage and utilization to analyze real time usage, and to provide a better customer experience.

(f) Prior to December 31, 2021, but subject to all required legal acquisition proceedings, City agrees to acquire real estate for the site of the Parking Structure and develop a project plan for the Parking Structure's completion.

* * * *

2. Section 2.1 of Development Agreement is amended and restated to read as follows:

2.1 Required Purchase/Minimum Improvements. Developer hereby agrees, subject to the conditions herein contained, the Purchase will occur on or before December 31, 2019. (the Purchase).

Developer and Employers will make certain minimum improvements in the buildout of the Building in an amount not less than \$2,850,000 which buildout shall be completed no later than December 31, 2021 (the Minimum Improvements).

3. Section 5.1(4) is amended and restated to read as follows:

5.1 Job Creation. During the term of this Agreement, Employers shall comply with the following employment related covenants:

(4). FTE employees shall be calculated by adding fulltime and part-time employees of Employers together using 2080 hours per year as an FTE employee. Employees in the City of Dubuque, Iowa include employees with their primary workspaces located in the City of Dubuque, Iowa and employees working out of their homes that report to HTLF Employer or C&B Employer's facilities located in the City of Dubuque, Iowa and have designated workspaces available for their use in the City of Dubuque, Iowa.

(SIGNATURE PAGE TO FOLLOW)

CITY OF DUBUQUE, IOWA

**ROSHEK PROPERTY, LLC
Developer**

By: _____
Roy D. Buol, Mayor

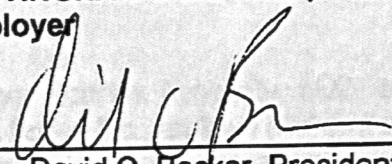
By: 
Lynn H. Fuller, President

ATTEST:

**COTTINGHAM & BUTLER, INC.
Employer**

Adrienne N. Breitfelder, City Clerk

(City Seal)

By: 
David O. Becker, President & CEO

**HEARTLAND FINANCIAL USA, INC.
Employer**

By: _____
Bruce K. Lee, President and CEO

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CITY OF DUBUQUE, IOWA

ROSHEK PROPERTY, LLC
Developer

By: _____
Roy D. Buol, Mayor

By: _____
Lynn H. Fuller, President

ATTEST:


COTTINGHAM & BUTLER, INC.
Employer

Adrienne N. Breitfelder, City Clerk

By: _____
David O. Becker, President & CEO

(City Seal)

HEARTLAND FINANCIAL USA, INC.
Employer

By: 

Bruce K. Lee, President and CEO