

## MASTER DEVELOPER AGREEMENT SECOND EXTENSION

This Master Development Agreement Second Extension ("2<sup>nd</sup> Extension") is made and entered into this 16th day of December, 2021 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and WiRED Riverside North LLC, a Wisconsin limited liability company, (the "Master Developer").

WITNESSETH:

WHEREAS, the RDA and Master Developer entered into a Master Developer Agreement dated May 3, 2018 (the "Agreement") and retained Master Developer to perform certain management services in connection with the development of the land known as River Point District, formerly Riverside North, (the "Development"), into a mixed-use community, (the "Project"); and

WHEREAS, the RDA and Master Developer entered into a Master Developer Agreement Extension dated December 17, 2020 to retain services for 2021; and

WHEREAS, the Master Developer and the RDA desire to extend the term of the Agreement through and including December 2022 according to the terms of Section 2.b. of the Agreement; and

WHEREAS, the Master Developer and the RDA desire to specify additional deliverables from the Master Developer to the RDA; and

WHEREAS, the Master Developer and the RDA desire to amend the terms of compensation during the 2<sup>nd</sup> Extension.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Term.** The term, (the "Term"), of this 2<sup>nd</sup> Extension shall commence on January 1, 2022 and shall end on December 31, 2022, (the "Expiration Date"), unless sooner terminated as provided herein or by written agreement of the parties.
  
  - 2) **Deliverables.** During the Term of this Extension, in addition to the deliverables set forth in the original Agreement, Master Developer shall be required to provide the following specific services and deliverables. At the June 2022 meeting of the RDA, the contract will be reviewed and new expectations through December 2022 set forth.
    - a. Master Developer shall amend monthly report based on feedback from the RDA.
    - b. Master Developer shall respond to all inquiries submitted on the riverpointdistrict.com website, staff contact (emails and phone calls) and contact/developer referrals in a timely manner.
    - c. Master Developer shall attend monthly meetings with Engineering team.
    - d. Master Developer will be main point of contact for all residential and commercial developers.
    - e. Master Developer shall continually update timeline of deliverables for Planning Option Agreements and shall be the project manager of those items, providing monthly updates to the RDA.
    - f. Master Developer shall maintain relationship with brokerage firm (CBRE) and report milestones to RDA.
    - g. Master Developer shall prioritize contact with potential corporate interest and office space users and report interactions to the RDA.
    - h. Master Developer will make contact with at least 3 corporate interests per month and add updates to monthly report.
    - i. Master Developer will maintain contact with marketing and Public Relations firm to update marketing materials.
    - j. Master Developer will participate in Economic Developer Commission meetings with the City of La Crosse when relating to activity at River Point District. Master
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Developer will provide a written recommendation based on the RDA's input for Tax Increment Financing applications.

k. Master Developer will work with RDA and City staff and consultants to implement Business Improvement District, Neighborhood Improvement District and/or Sanitary/Drainage District for development area. Updates on this process will be regularly given to the RDA during meeting and in monthly report.

3) **Compensation.** Land Sale Success Fees and Valuation Success Fees from previous Agreement shall remain. In consideration of Master Developer's provision of services. Payment will be processed following the monthly RDA meeting and payment amount will be at the discretion of the Executive Director or City staff member appointed by the Executive Director in the Executive Director's absence, based on Master Developer performance and completion of deliverables in the previous month. The RDA shall pay Master Developer a monthly retainer as follows:

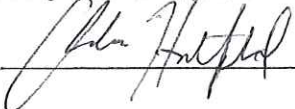
January 2022 – December 2022: Five Thousand Dollars (\$5,000.00) per month.

4) **Conflicts or Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern and control.

5) **Facsimile Signature: Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Amendment bearing a signature of a party to this Amendment and sent by facsimile or email to any other party shall be deemed a manually executed original of this Amendment and sufficient to bind such signing party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

RDA:  
Redevelopment Authority of La Crosse

By: 

Name:  
Adam Hatfield

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Title: Chair

Master Developer:  
WiRED Riverside North, LLC

By:   
Blair Williams, Manager