



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final

### Redevelopment Authority

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Thursday, June 26, 2025

4:00 PM

Council Chambers

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The meeting is conducted in person and virtually via the links below. To join the meeting click this link (or typing the URL in your web browser address bar):

<https://cityoflacrosse-org.zoom.us/j/86856083204?pwd=SHdPbGJuaFRUdUF6d3puRk4zZVN0QT09>

Meeting ID: 868 5608 3204; Passcode: RDA23; Dial by your location: +1-646-558-8656

If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in.

Members of the public who would like to provide written comments on any agenda may do so by emailing [tranea@cityoflacrosse.org](mailto:tranea@cityoflacrosse.org), using a drop box outside of City Hall or mailing the Department of Planning, Development and Assessment, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7512.

#### Call to Order

#### Roll Call

#### Approval of Minutes from the May 22nd, 2025 meeting.

#### Agenda Items:

[24-1295](#)

Monthly update from Project Manager on River Point District.

Attachments: [June 2025-Reduced.pdf](#)

[25-0742](#)

Update from 360 Real Estate Solutions on plans for 7 Copeland Ave.

Attachments: [6.16.25 Update 7 Copeland.docx](#)

[2025-08-15 30389 7 Copeland Architecture Exhibits.pdf](#)

[2025-08-15 30389 7 Copeland Site Plan Exhibits.pdf](#)

[25-0668](#)

Monthly financial report of the Redevelopment Authority - June 2025.

Attachments: [June Financials.pdf](#)

[25-0733](#)

RyKey Lot 9 Early Access Agreement.

Attachments: [Early Access Agreement Lot 9.pdf](#)

25-0725

Consideration and possible action on Preliminary Term Sheet for public assistance to RyKey Properties for the Gateway Commons project, a mixed used development located on Lot 9 in the River Point District.

*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committee and/or Council may reconvene in open session.)*

25-0732

Consideration and possible action on planning option agreement for Lot 6 with F Street. *(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*

**Attachments:** [Planning Option Agreement Lot 6 Extension with Non Exclusive Language.pdf](#)  
[Planning Option Agreement Lot 6- 9 Month Extension.pdf](#)

## Adjournment

*Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.*

### NOTICE TO PERSONS WITH A DISABILITY

*Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to [ADAcityclerk@cityoflacrosse.org](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

**Redevelopment Authority Members: Adam Hatfield, Barb Janssen, Julie Henline, Gus Fimple, Karen Dunn, Michael Sigman, Ed Przytarski**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-1295

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**Agenda Date:** 9/26/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** Status Update

**Agenda Number:**



War Eagle 5th Floor Framed, RyKey's Lot 8 Lofts at River Point District, Elevator Column

# River Point District

## Project Management Report-June, 2025

**JBG Planning LLC**

# Contents

## Project Management Update-June, 2025

### Section 1.

A. Monthly activity summary divided into categories; public infrastructure, investor/developer activity, partnerships activity, financial highlights, design or PDD reviews

### Section 2.

- A. Analysis of challenges and opportunities narrative
- B. Future/existing potential funding solutions and strategies
- C. Partnership solutions and strategies
- D. Ongoing investor/developer contacts/communications
- E. Public/media relations and communications updates
- F. Map panel showing investor activity and Architectural Imagery

### Section 3.

A. Map Panel showing future infrastructure phasing and project schedules

### Section 4.

A. Metrics tracking and project impact per phase/project

# Monthly Construction Activity Summary

- Site is finished, final punch list underway
- Seeding completed on RDA outlots



# Monthly Activity Summary

## Investor/developer activity

### **Since last RDA Meeting:**

1. Coordination with RyKey on Lot 9 Early Access Agreement and TIF application
3. Coordination with 360 Real Estate on 2025 Schedule-Moved to Fall
3. Coordination with Roush on 2025 Schedules and TIF application on Lot 11
4. Contact with F Street on revised plans (June meeting)-Consideration of garden apartment concepts and expiring option
5. Coordination on commercial tenant prospects with developers
6. Coordination on Renter Equity programs

## Option Agreement status:

### **RyKey Lot 8 Sold**

**RyKey: -Extension approved for Lot 9 Gateway Commons for 12 months to July, 2025.**

**360: April 27-April 27, 2024 (12 months)-Approved a 12 month extension to August, 2025**

**F Street, 5th Extension approved to June 26, 2025-anticipate Spring construction commencement.**

**MSP, Sold and Completed (Ribbon Cutting Spring of 2025)**

**Red Earth/War Eagle: Closed and under construction**

**Red Earth, Lots 3 and 4 and 5: 12 month extension approved to September 26, 2025**

**Roush, Lot 1 and 2 Option Extended to July, 2025**

**Roush, April 25-October 2025 6 month first option on Lots 11 and 12**

## Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Fielding inquiries from interested investors and future residents
- Field progress photography
- Construction meetings with contractors and construction managers
- Telephone Inquiries from developer/investors
- Ongoing communications with new investor on Outlot 1 opportunity-Refinements for possible second round RFEI's
- Updating Smartsheet database on construction schedules
- Coordination on landscape maintenance contract
- Scheduled meeting with the La Crosse Area Builders Association this summer

# Project Challenges and Opportunities

## **Analysis of challenges and opportunities narrative**

### **Challenges:**

1. Review with City Engineering/Public Works the implications of infrastructure ownership by the Redevelopment Authority short and long term
2. Unclassified excavation (contaminated soil) is always a potential cost challenge. Soil disposal costs \$75/cy at the La Crosse County Landfill. (Depending on concentration) and organics affecting the costs of footings/piers.
3. Anticipate the investment in the relocation and costs of the large electrical distribution line along the Black River frontage.
4. TIF application review and needs relative to city policy
5. Timing of projects given external factors such as financial, agency/environmental and supply chain issues including national economic policy impacts
6. Long Term Landscape Maintenance-Contract Complete
7. Temporary Seed Cover installed on RDA outlots

### **Opportunities:**

8. Continue to market the development opportunities -Outlot 1 assembly, parcels 1
9. Costs of parks/recreation improvements should be coordinated with grant application opportunities
10. La Crosse Community Foundation Social Investment Interests
11. Potential for renter equity programs
12. Ground lease opportunities for RDA (to be discussed on case by case basis)
13. Public Private partnerships for Public Parking and/or programmable interior/exterior community spaces
14. Marina partners/leases
15. Discuss maintenance strategies to keep RPD looking good and possible future NID transition-Possible tie to the marina/slips maintenance program

## **Future/existing potential funding solutions and strategies.** See

Smartsheet Funding Resource. Note: As the project is further evaluated, specific funding sources from this resource will be identified and pursued at the discretion of the RDA. Parks and Recreation improvements are a great candidate for third party funding.

## **Ongoing investor/developer contacts/communications**

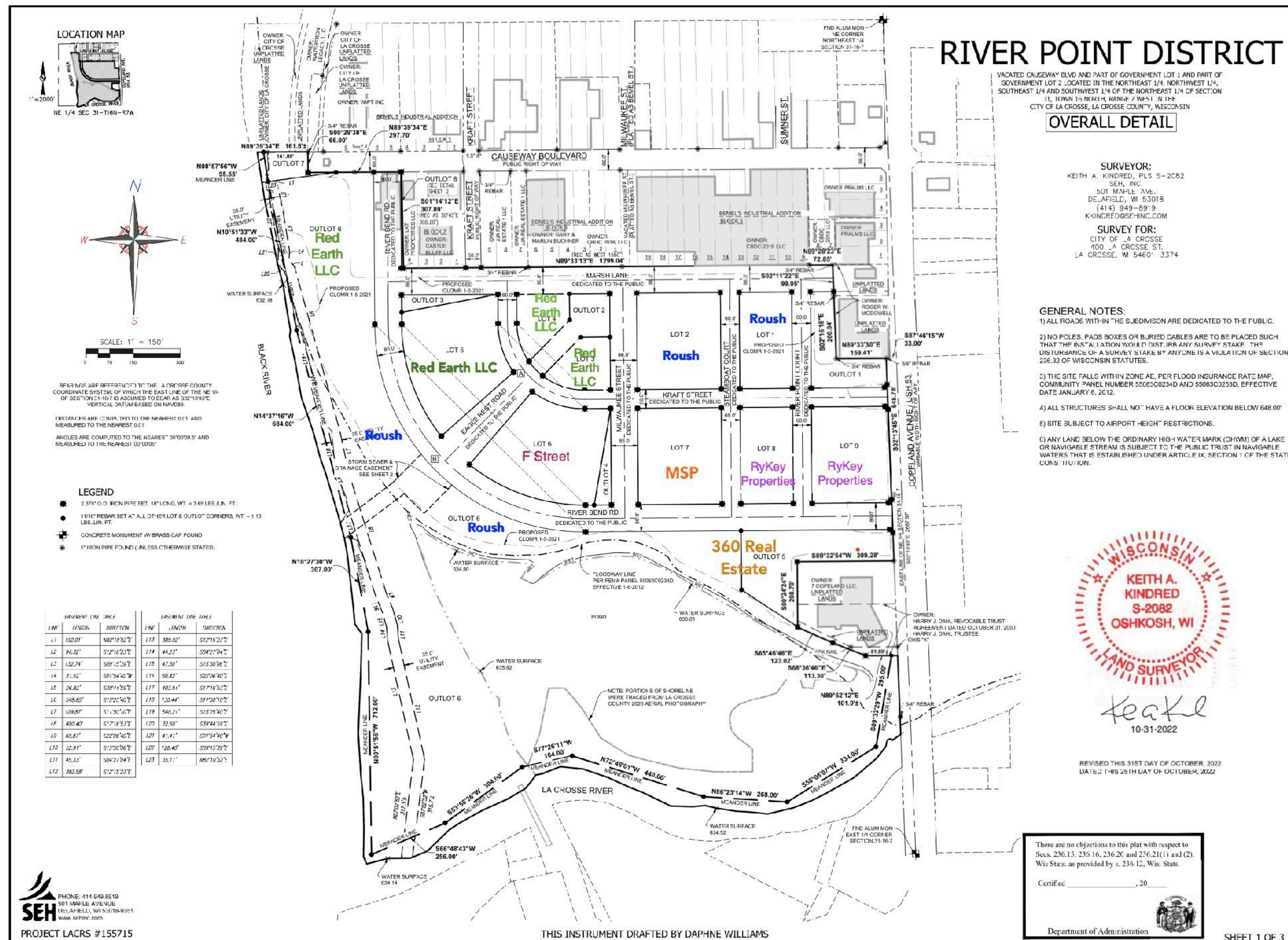
Meetings with both currently engaged investors and prospective investors are underway by JBG Planning LLC. Since some of these meetings involved RDA negotiations, communications on these meetings will need to be handled in closed session.

## **Public/media relations and communications updates**

JBG Planning LLC is working with the City's PIO to address media inquiries and update media, which will include an immediate release section in each RDA report.

# Investment Phases Map

## Anticipated Private Investment Based on Current Option Agreements



Current Option Agreement Schedules:

**Option Agreement status:**

**RyKey Lot 8 Sold**

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**MSP, Sold and Completed (Ribbon Cutting Spring of 2025)**

**Red Earth/War Eagle: Closed and under construction**

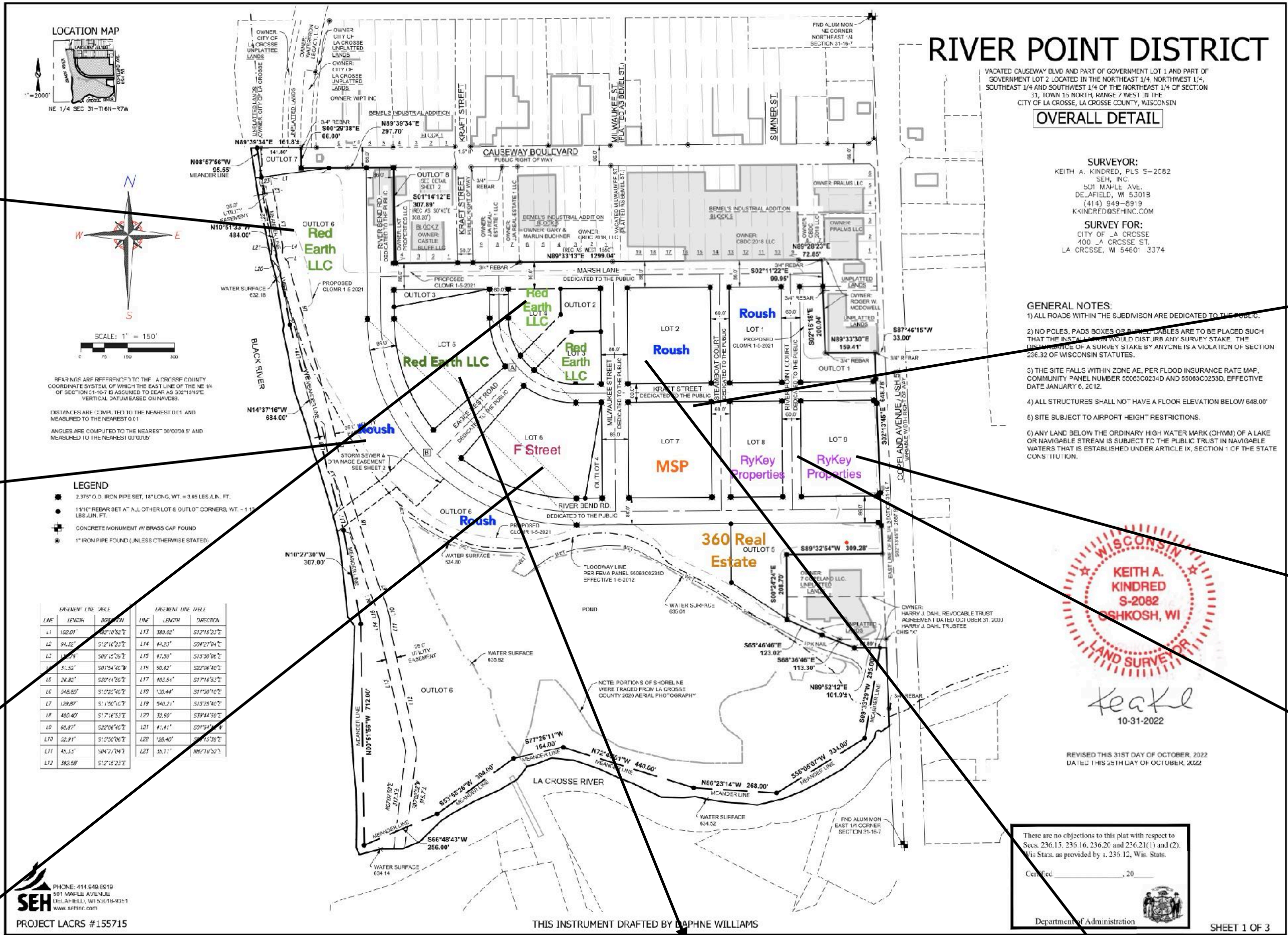
**Red Earth, Lots 3 and 4 and 5: 12 month extension**

**approved to September 26, 2025**

**Roush, Lot 2 Option Extended to **July, 2025****

**Roush, April 25-October 2025 6 month first option on Lots 11 and 12**

# Investment Character Reference-Current Options



# 2025 Housing and Space Proposed

River Point District, 2025

Housing Proposed by Parcel

**Lot 8, RyKey Development:**

52-1 bdrm  
4-2 bdrm  
56 Units

**Lot 1 and 2-Roush**

200 UNITS (ESTIMATED)  
Undetermined Mix

**Lot 3 and Lot 4, Red Earth LLC**

18 Townhouse Condominium Units  
All 3 bdrm units

**LOT 5, Red Earth LLC**

206 UNITS  
16-Studio  
36-1 bdrm  
8-1 bdrm + den  
32-2 bdrm  
8 3 bdrm

**LOT 6, F Street**

164 UNITS + Commercial Space

**LOT 7, MSP**

- 68 1-BEDROOM UNITS  
- 32 2-BEDROOM UNITS  
- 100 UNITS TOTAL  
TOWNHOUSES:  
- 20 3-BEDROOM UNITS

Total: 120 UNITS TOTAL ON SITE.

**LOT 9, RyKey Development**

151 Units+ Commercial Space  
123-1 bdrm and studio  
20-2 bdrm  
8-3 bdrm

**LOT 10 War Eagle LLC**

59 UNITS + 12K Commercial Space  
22-1 Bdrm  
6-1bdrm + den  
11-2 bdrm  
12-3bdrm

**LOT 11, Roush**

60 Units+6K Commercial Space  
60-1 bdrm

**LOT 12 Roush**

36 Units+ 12K Commercial Space  
36-1 bdrm

**LOT 13 360 Real Estate**

21 Units  
21 studio units+ 12K Commercial Space

**Outlot 5 360 Real Estate**

92 Units  
36 1 bdrm  
28 2bdrm  
28 Studio

**Total Housing Units Proposed as of 02/29/2025**

1,183 Units

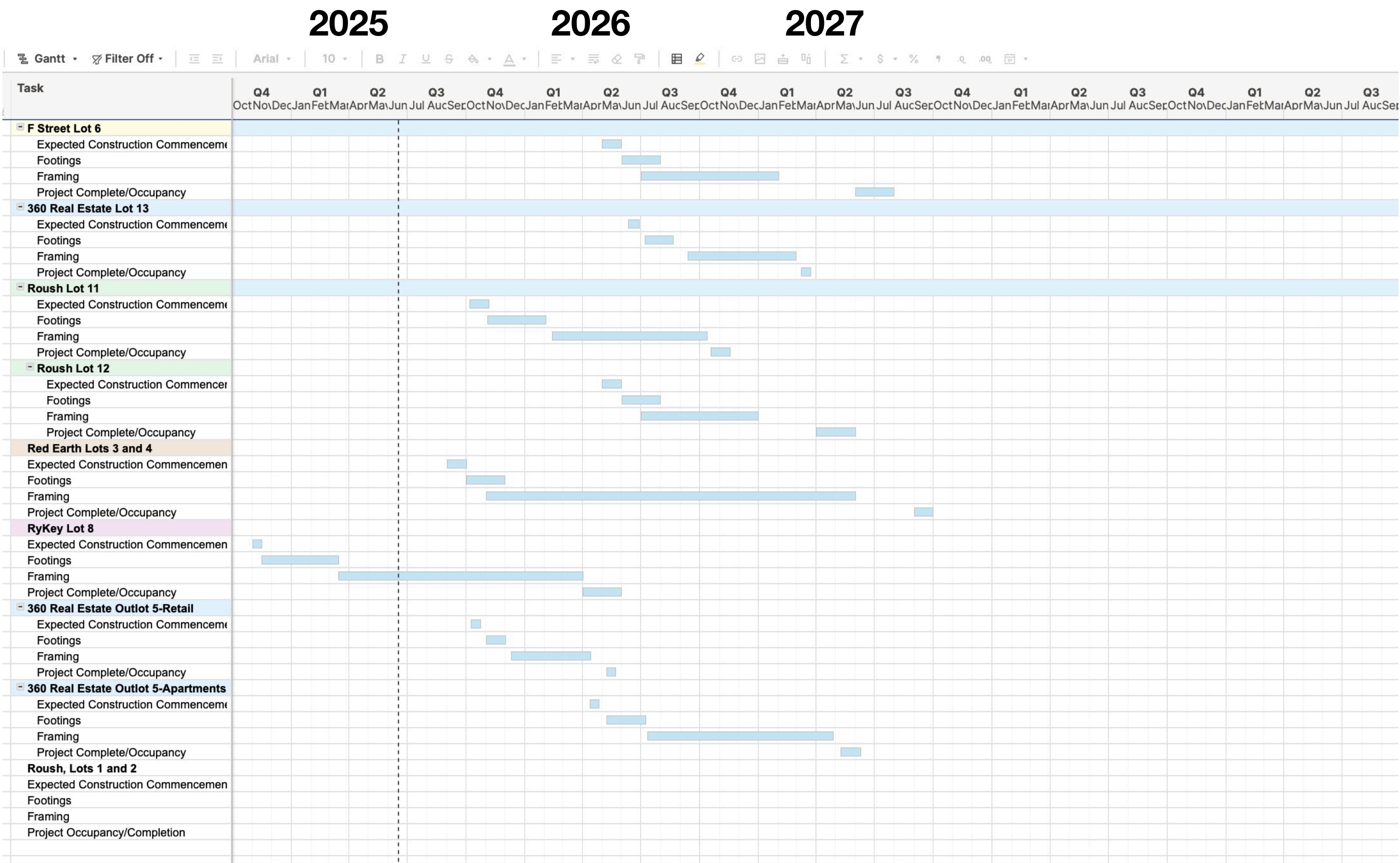
Commercial Space Proposed

While we have some preliminary numbers on the mixed use buildings, the Square footages for commercial space are somewhat variable as developers negotiate with potential tenants for build-to-suit space



# 2025-2026 Anticipated Development Schedule

Units Coming Online by Month and Year



| Occupancy Date | Project                        | Lot #              | Units   | Total Units By Year                                |
|----------------|--------------------------------|--------------------|---|--|
| 12-2024        | MSP Driftless Apartments       | 7                  | <b>120 Total:</b><br>- 68 1-BEDROOM UNITS<br>- 32 2-BEDROOM UNITS | <b>2024:</b><br><b>120 Units</b>                   |
| Spring 2027    | 360 Real Estate                | Lot 13             | <b>21 Units</b><br>21 studio units+ 12K Commercial Space          | <b>2025:</b><br><b>21 Units</b>                    |
| October, 2027  | Red Earth Condominiums         | Lots 3 and 4       | <b>18 Townhouse Condominium Units</b><br>All 3 bdrm units         |  |
| 06/2026        | RyKey The Lofts at River Point | Lot 8              | <b>59 Units</b><br>56-1 bdrm<br>3-2 bdrm                          |  |
| 06/2026        | 360 Real Estate                | Outlot 5           | <b>92 Units</b><br>36 1 bdrm<br>28 2bdrm                          |  |
| 11/2026        | Roush                          | Lot 11             | <b>60 Units+6K Commercial Space</b><br>60-1 bdrm                  |  |
| 07/2027        | Roush                          | Lot 12             | <b>36 Units+ 12K Commercial Space</b><br>36-1 bdrm                |  |
| 07/2026        | F Street                       | Lot 7              | <b>164 UNITS + Commercial Space</b>                               | <b>2026:</b><br><b>411 Units + 18 Condominiums</b> |
| 08/2027        | RyKey                          | Lot 9              | <b>159 Units+ Commercial Space</b><br>126-1 bdrm and studio       |  |
| 09/2027        | Roush                          | Lot 1 and 2        | <b>200 UNITS (ESTIMATED)</b><br>Undetermined Mix                  |  |
| 09/2027        | Red Earth                      | Lot 5              | <b>206 UNITS</b><br>16-Studio<br>36-1 bdrm                        | <b>2027:</b><br><b>565 Units</b>                   |
| N/A            | Undetermined                   | Outlot 1/ McDowell | <b>Undetermined</b>   |  |
|                |                                |                    |   | <b>1,135</b>                                       |



# Project Metrics

## Social, Environmental, Economic and Cultural Outcomes by Project

JBG Planning LLC has developed a tool to assist the RDA in its decision making process for both public and private investment within the development. This tool provides guidance on quantifying project impacts using social, environmental, economic and cultural metrics.

**See the Smartsheet tool.**

Here are some examples of Metrics outlined by various developers proposing investment in River Point District:

### **1. How does the project relate to social investment in the City**

The Merge River Point District development project meets several social sustainable performance indicators. The project will be a short walking distance of public parks, multiple greenspace areas, opportunities for water recreation, and will provide easy accessibility to the public recreation trail system. Throughout the River Point District bike lanes are included on the master plan which will serve as additional pathways to the above listed destinations. A designated tenant fitness area within the project which is currently a planned amenity. Lastly, the main level commercial space will allow for a multiple to socially beneficial businesses a place to operate.

### **2. How does the project achieve economic investment in the City**

The Merge River Point District development project will increase the number of rentable units available to new and current residents of La Crosse. The project would have a direct positive effect on the jobs to housing ratio. Additionally, the ground floor commercial spaces will add locations for new or relocating businesses. The adding of jobs and housing will only benefit the future economic growth of La Crosse. Lastly, All Merge projects strive to provide high speed internet access to all tenants by partnering with local ISP providers.

### **3. How the project achieve environmental metrics in the City**

All planned construction will meet and exceed minimum energy efficiency standards. Merge partners with 3rd pattern consultants to use Focus On Energy initiatives to ensure the highest level of building efficiencies. These upgrades in building insulation modeling, appliances, and mechanical systems all work cohesively to lower energy consumption and lower tenant utility costs. The development will incorporate mindful planning for stormwater runoff. Additional onsite detention and green spaces help alleviate the burden of added non-permeable surfaces. Adding new housing opportunities closer to residents' employment will allow for a reduction in greenhouse emissions.

### **4. Are there cultural offerings or metrics associated with the project?**

The commercial space would be available to any and all potential businesses. These could include cultural focused companies that could provide additional services to the area.

# For Immediate Release

## 1. Progress, June, 2025



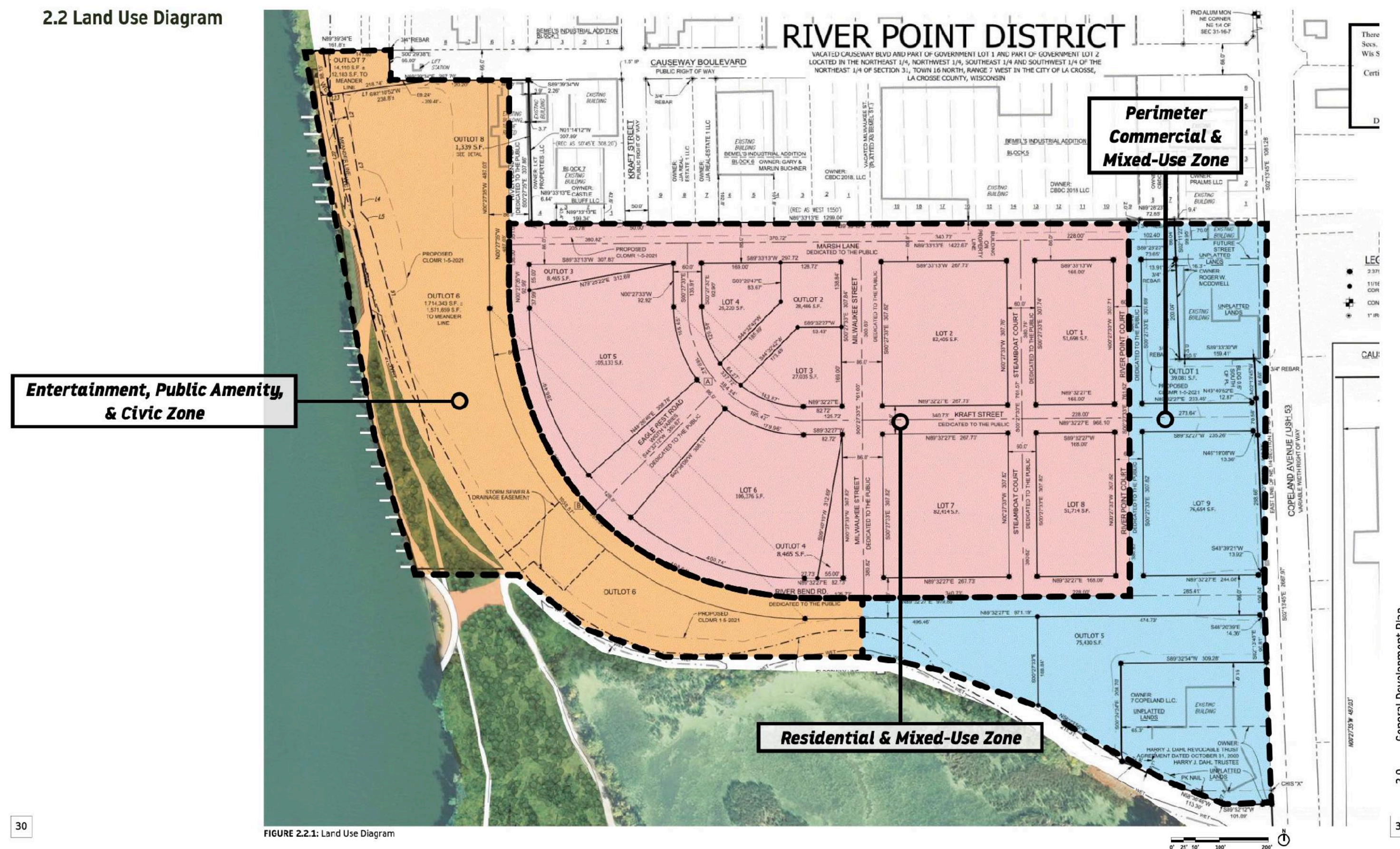
# Appendix

## PDD General Land Use Map-Newly Revised

### 2.0 SPECIFIC DEVELOPMENT PLAN

#### 2.2 Land Use Diagram

### RIVER POINT DISTRICT



# Appendix

## PDD General Land Use Map-Newly Revised

### 2.0 SPECIFIC DEVELOPMENT PLAN

### RIVER POINT DISTRICT

#### 2.3 Development Summary

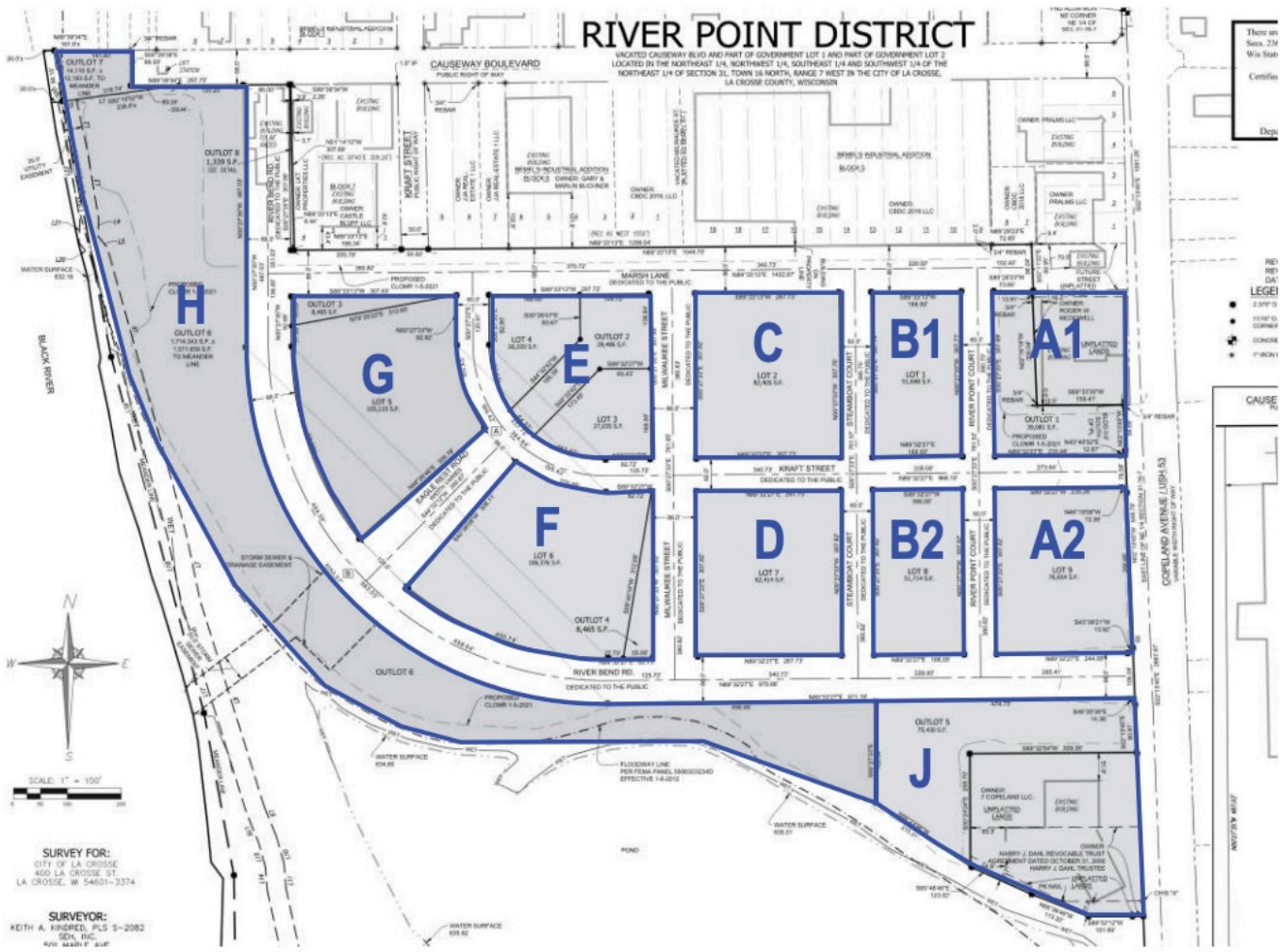
The development summary below outlines the approximate lot sizes, possible parking estimates, and potential building uses based on the conceptual masterplan illustrated in this PDD document. The below table in no way limits the use or size of individual buildings within the masterplan.

TABLE 2.3.1: Development Summary

| Lot or Outlot  | Approximate Square Footage | Approximate Acreage | Description   |
|--|----------------------------|---------------------|---|
| ZONE A1 - Perimeter Commercial & Mixed-Use Zone      |                            |                     |   |
| OUTLOT 1   | 39,081                     | 0.90                | Zone A1 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone A1 shall be a minimum of 2 stories.</b> |
| ZONE A2 - Perimeter Commercial & Mixed-Use Zone      |                            |                     |   |
| LOT 9  | 76654                      | 1.76                | Zone A2 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone A2 shall be a minimum of 2 stories.</b> |
| ZONE B1 - Residential & Mixed Use Zone               |                            |                     |   |
| LOT 1  | 51,698                     | 1.19                |   |
| ZONE B2 - Residential & Mixed Use Zone               |                            |                     |   |
| LOT 8  | 51,714                     | 1.19                |   |
| ZONE C - Residential & Mixed Use Zone                |                            |                     |   |
| LOT 2  | 82405                      | 1.89                |   |
| ZONE D - Residential & Mixed Use Zone                |                            |                     |   |
| LOT 7  | 82414                      | 1.89                |   |
| ZONE E - Residential & Mixed Use Zone                |                            |                     |   |
| OUTLOT 2   | 28486                      | 0.65                |   |
| LOT 3  | 27035                      | 0.62                |   |
| LOT 4  | 26220                      | 0.60                |   |
| ZONE F - Residential & Mixed Use Zone                |                            |                     |   |
| LOT 6  | 106376                     | 2.44                |   |
| OUTLOT 4   | 8465                       | 0.19                |   |
| ZONE G - Residential & Mixed Use Zone                |                            |                     |   |
| LOT 5  | 105133                     | 2.41                |   |
| OUTLOT 3   | 8465                       | 0.19                |   |
| ZONE H - Entertainment, Public Amenity, & Civic Zone |                            |                     |   |
| OUTLOT 6   | 1714343                    | 39.36               | Entertainment, Public Amenity, & Civic. Mixed Use opportunities. Multi family residential above retail.   |
| OUTLOT 7   | 14110                      | 0.32                |   |
| ZONE J - Perimeter Commercial & Mixed-Use Zone       |                            |                     |   |
| OUTLOT 5   | 75430                      | 1.73                | Zone J allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone J shall be a minimum of 2 stories.</b>   |
|  |                            |                     |   |
| TOTAL  |                            | 57.35               |   |

\*Acreages shown do not include public roadways or public green spaces.

FIGURE 2.3.2: Site plan with labeled zones corresponding to the development summary.



General Development Plan



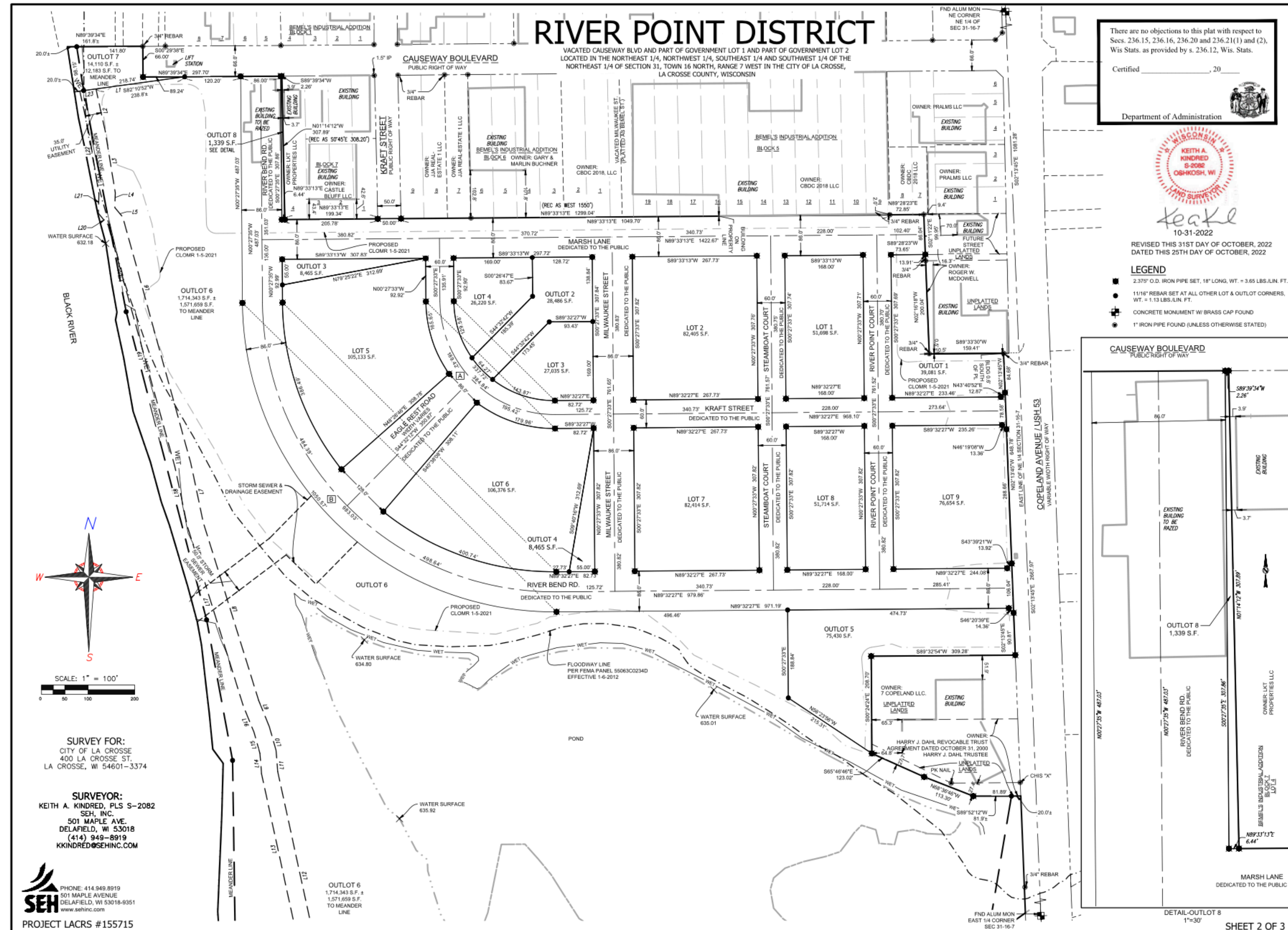
# Appendix

## PDD Master Plan-Reference Parcel Map

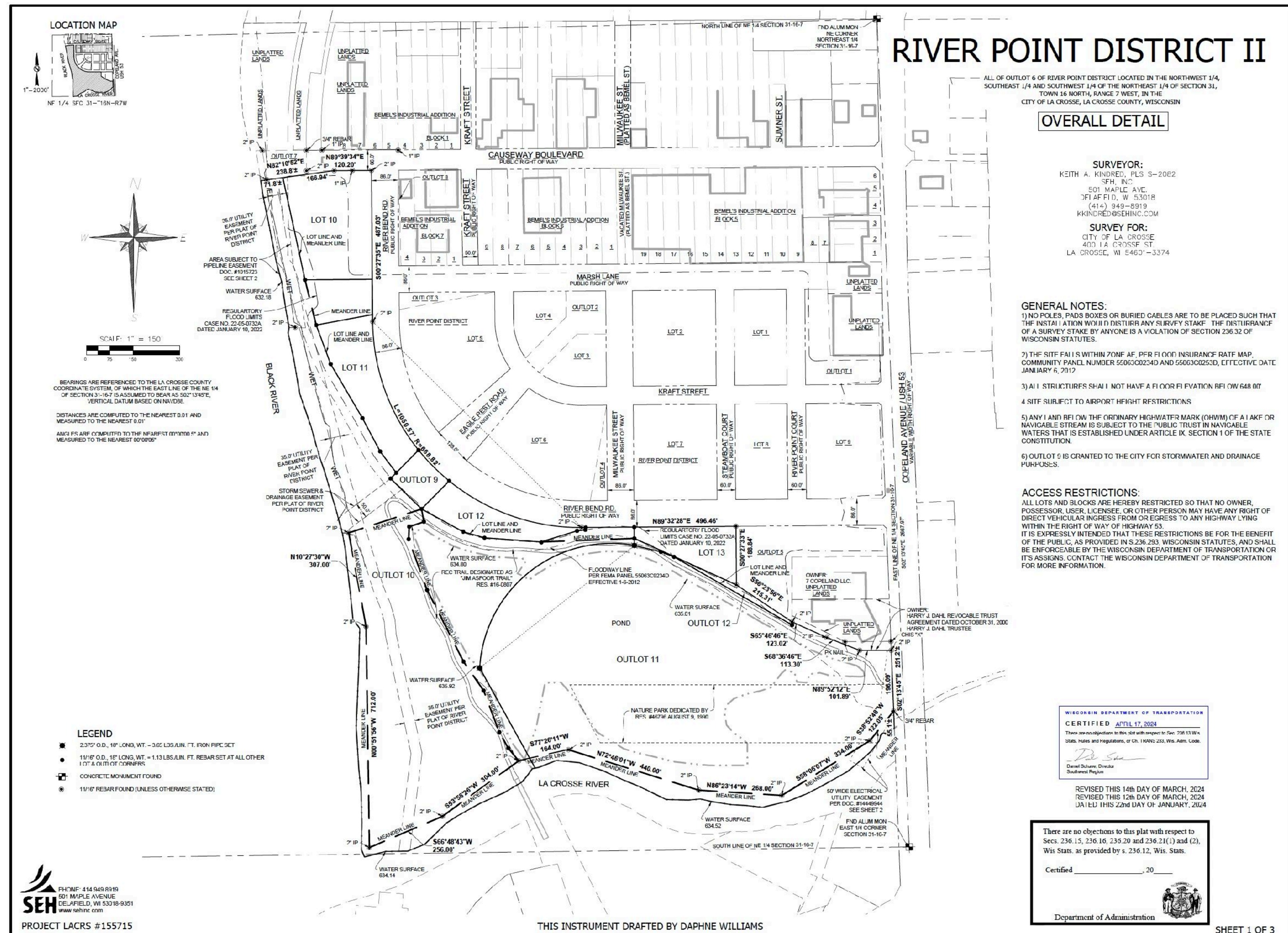
FIGURE 2.3.1: Site plan with labeled zones corresponding to the development summary.



# Appendix-Plat Lot Size Map



# Appendix-River Point District II Plat



RyKey's Lofts at River Point, Lot 8

# Appendix-Non Exclusive Option Language

*Delay Termination. The RDA reserves the right to review proposals from other investors on parcel\_\_\_\_\_. Should a viable proposal be brought forward by another developer, the RDA may, in its discretion, inform the current option holder of the alternate proposal and at the time of the receipt of a complete alternate proposal, the RDA may require additional information and or guarantees from the current option holder based on the option holder's original proposal (RDA) illustrating the project is progressing to construction commencement as presented per the original presentation and subsequent updates by the developer to the RDA.*

*Should the option holder (developer), fail to provide an adequate guarantee of progress for the proposed development to the RDA, the RDA may terminate the option with a 30-day notice and return a prorated amount of the option fee to the developer.*

# Appendix-Leasing Agents

Information for the Driftless Apartments:  
MSP

## **The Driftless**

Tammy Ross, Regional Manager

323 River Bend Rd

La Crosse, WI 54603

P: (608) 292-8770

F: (715) 430-2462

[thedriftless@msphousing.com](mailto:thedriftless@msphousing.com)

Information for the **War Eagle** development:

Red Earth: Lori Fuselier [lori@3amigosapartments.com](mailto:lori@3amigosapartments.com)

Information for **RyKey's Lofts at River Point District** (next to the Driftless Apartments on Lot 8):

Jessica Magnusen: [jessica@rykeyproperties.com](mailto:jessica@rykeyproperties.com)



# City of La Crosse, Wisconsin

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400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0742

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**Agenda Date:** 6/26/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** Status Update

**Agenda Number:**

## 9 Copeland Ave – River Point Project

Three Sixty Real Estate Solutions, LLC

Working Draft

### **JUNE 2025 UPDATE**

- Drafting leases for commercial end users (2 in progress) for the single-story commercial building
- Continue to market and secure commercial tenant(s) for remaining space(s)
- No changes to the site plan or building plans to date (see attached)
- Secure Financing for 1 story commercial building (Phase 1) and 2 story commercial building (need to fill 4k-6k sf of commercial space on 1<sup>st</sup> floor)
- Challenges:
  - Lost a commercial tenant that we spent 2 years working with
  - Elevated interest rates continue to make project economics challenging (end result is base rents are higher than other comparable space in the market)
- Opportunities
  - Increased activity and interest in the location by commercial tenants





PUBLIC + RESIDENT AMMENITIES



ACTIVE STREETFRONT



CONTEMPORARY

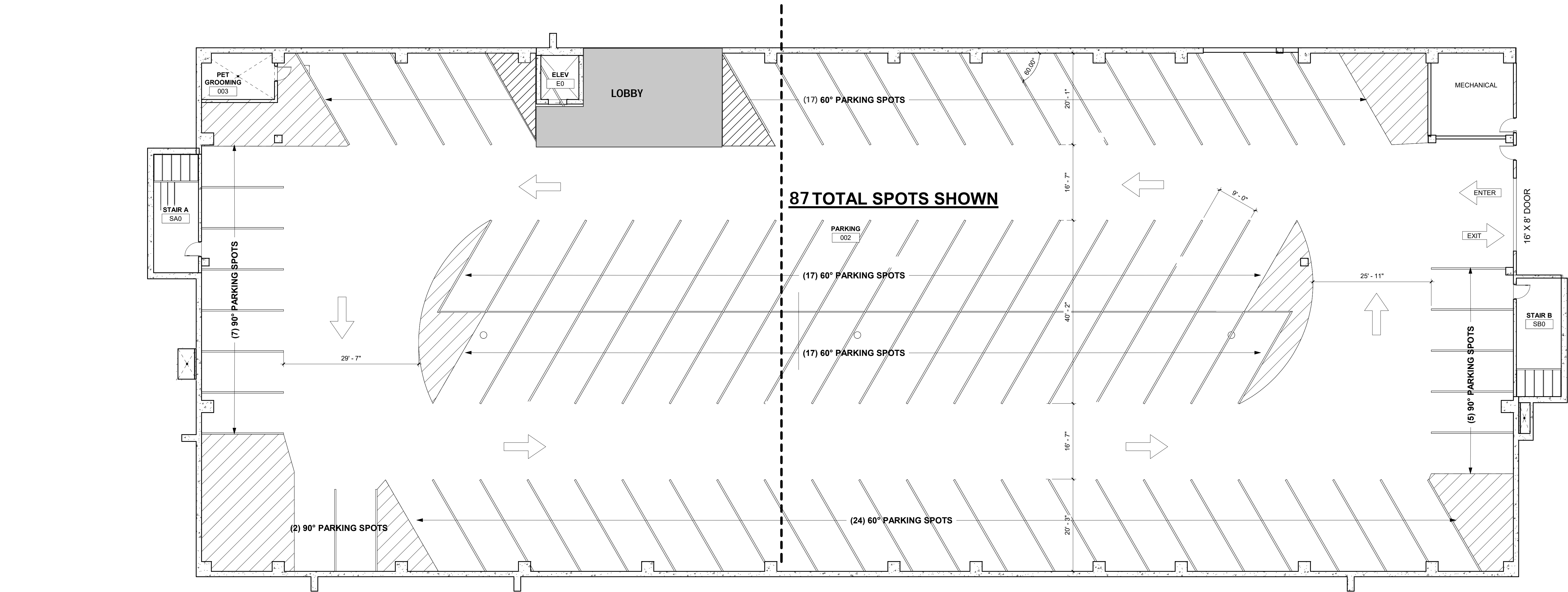


# APARTMENT BUILDING — PRECEDENT IMAGERY

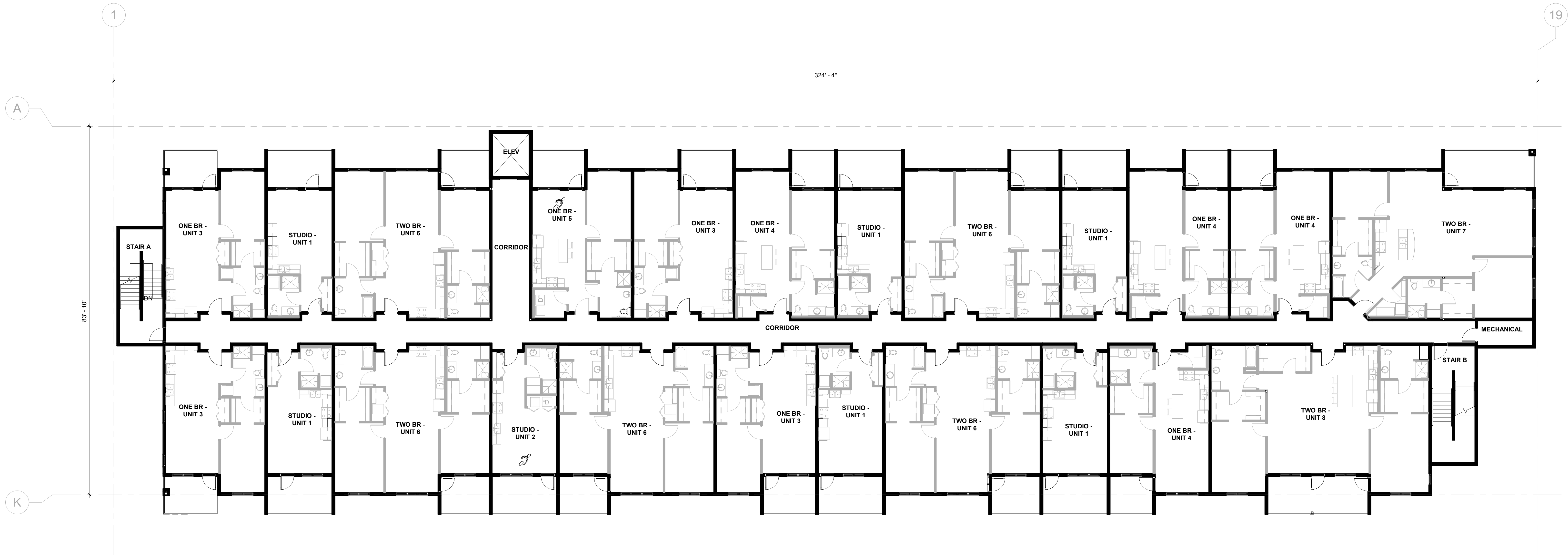


Architecture + Engineering + Environmental + Planning

7 COPELAND DEVELOPMENT  
LA CROSSE, WI — 08/15/2024  
ISG PROJECT NO. 24-30389

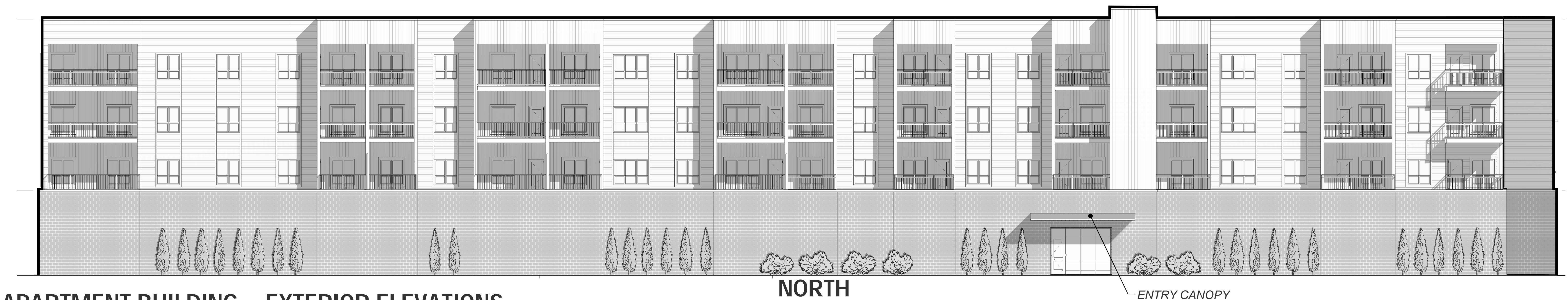
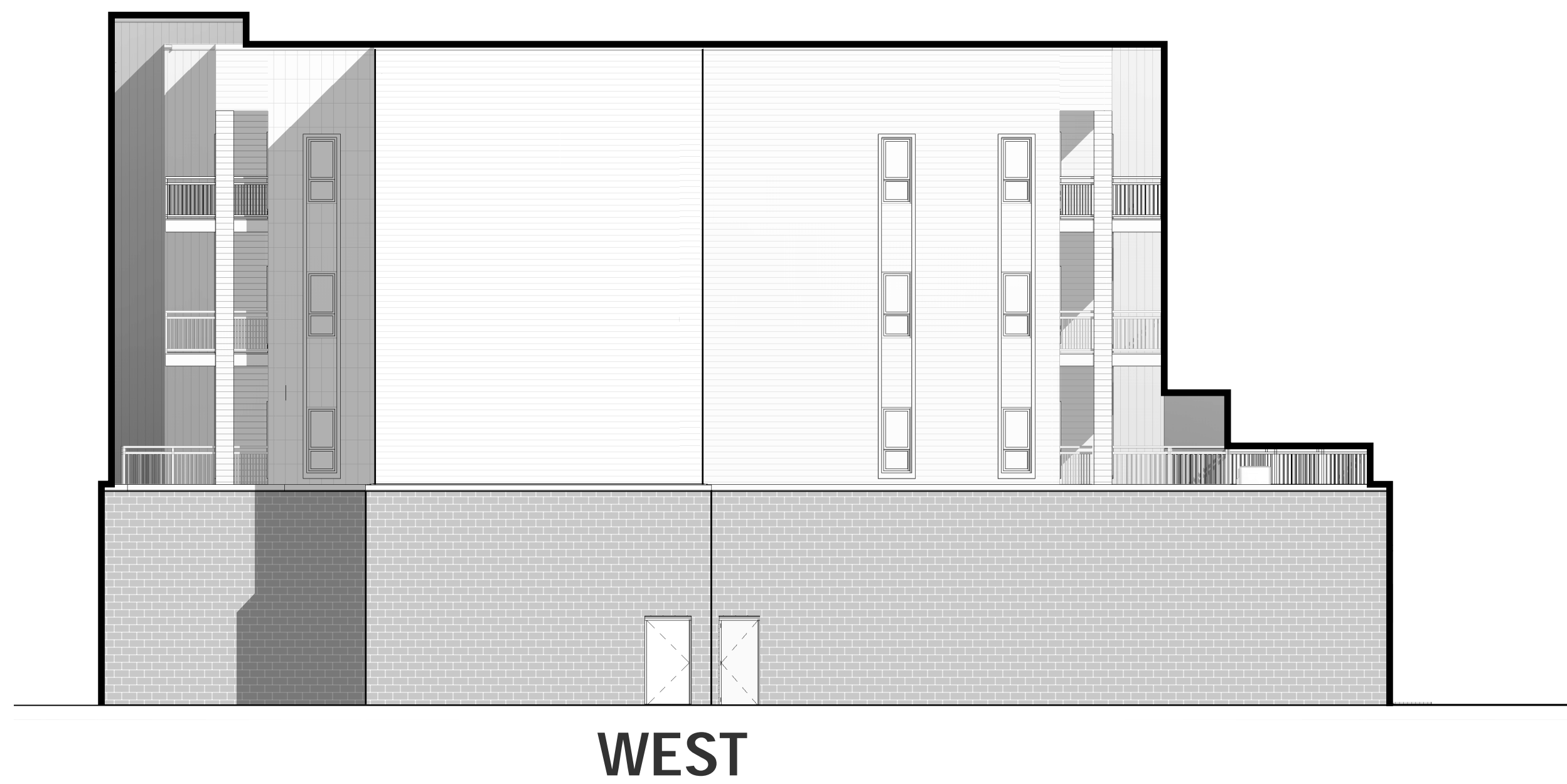
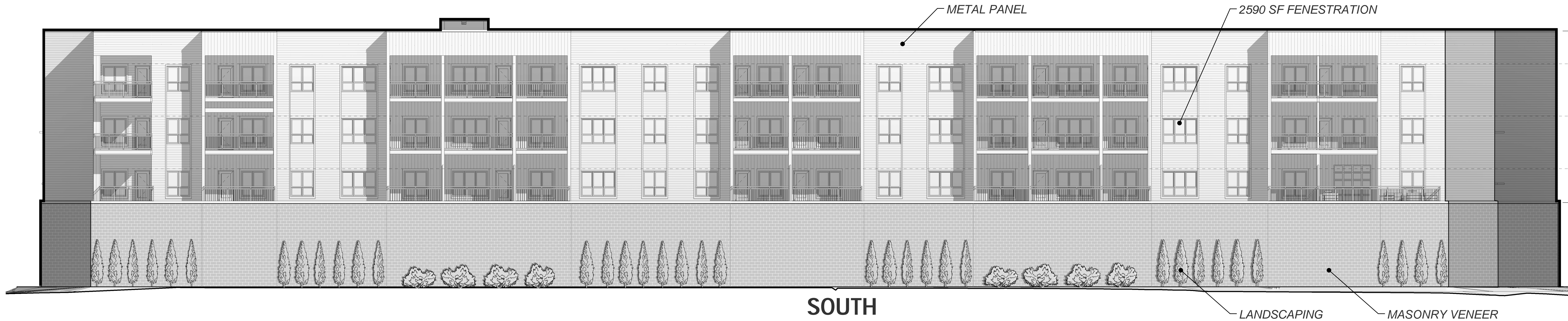


APARTMENT BUILDING — FIRST FLOOR PARKING PLAN



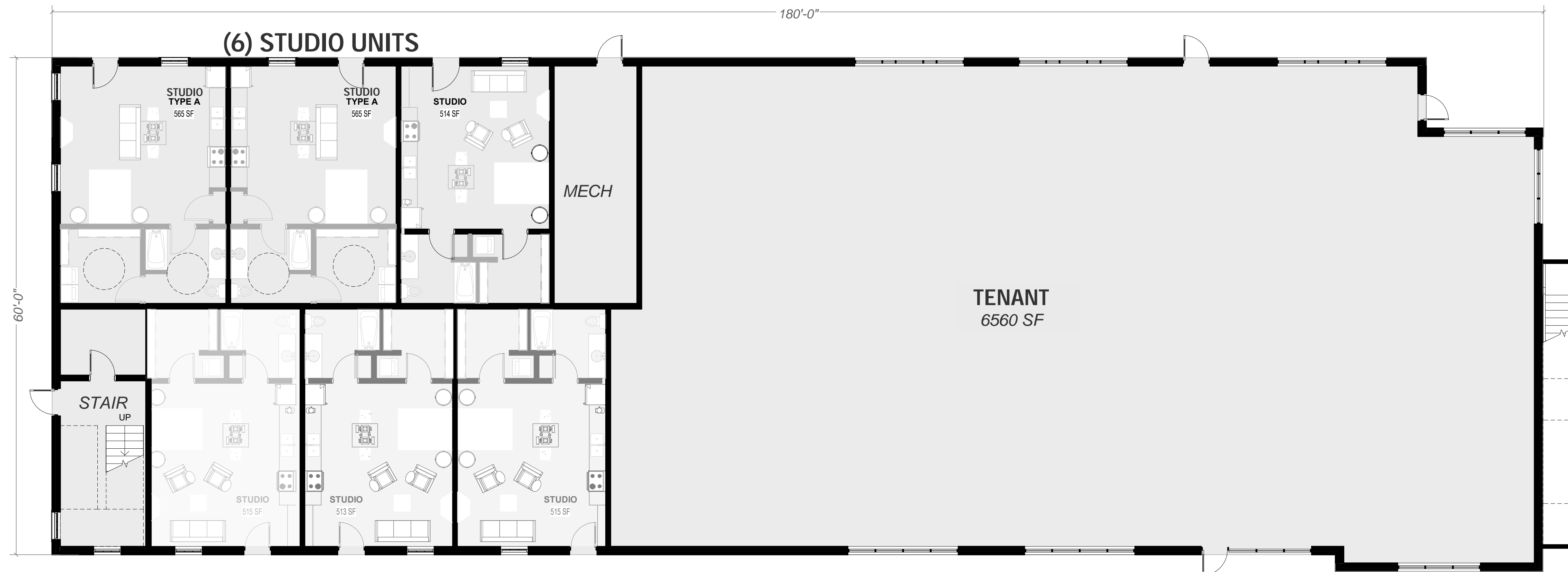
# APARTMENT BUILDING — SECOND THROUGH FOURTH FLOOR PLAN

$\frac{3}{32}'' = 1'-0''$

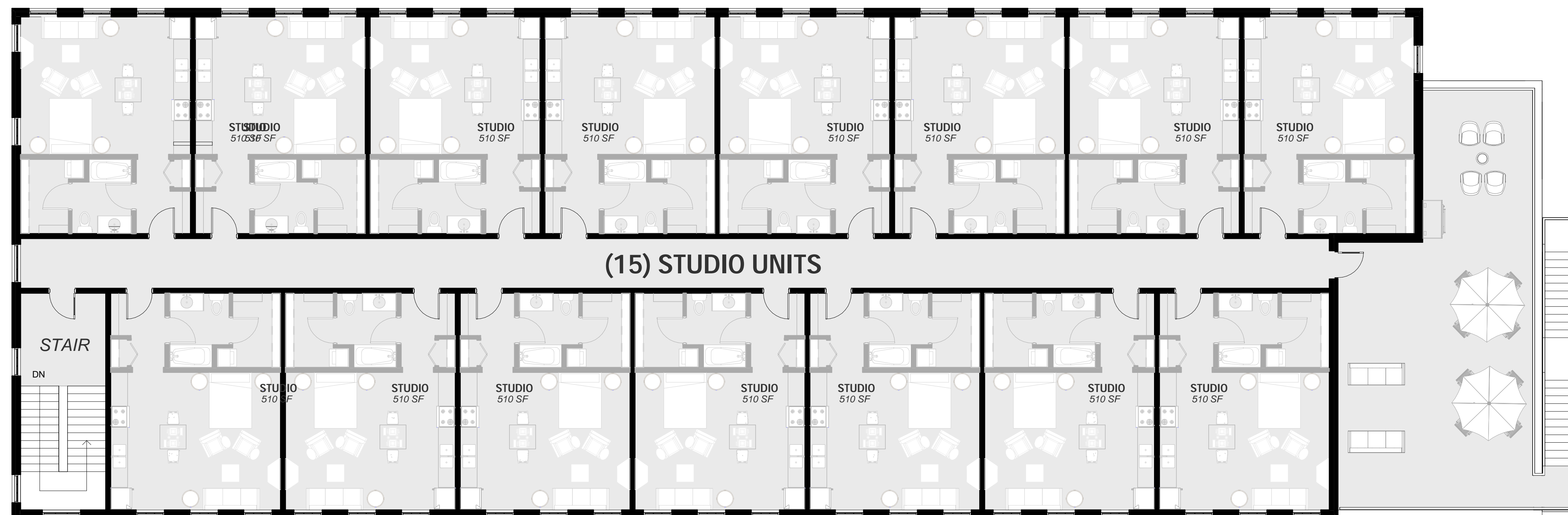


# APARTMENT BUILDING – EXTERIOR ELEVATIONS

3/32" = 1'-0"

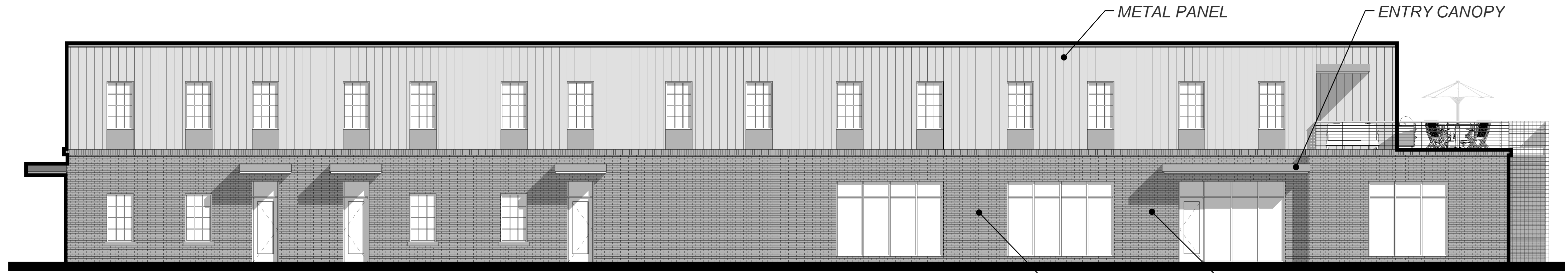


**FIRST FLOOR PLAN**  
1/8" = 1'-0"



**SECOND FLOOR PLAN**  
1/8" = 1'-0"

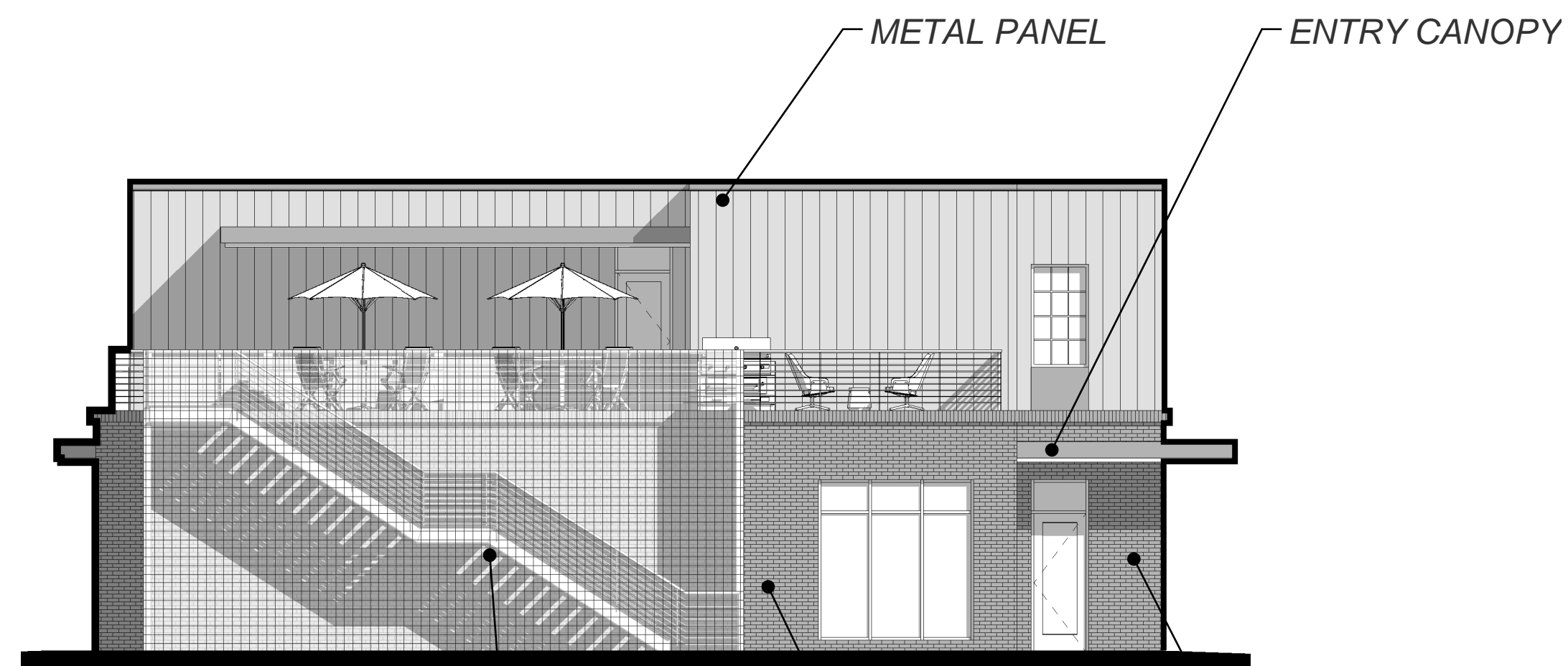
## TWO STORY BUILDING — FLOOR PLANS



**SOUTH**  
1/8" = 1'-0"

METAL PANEL ENTRY CANOPY

MASONRY VENEER SIGNAGE

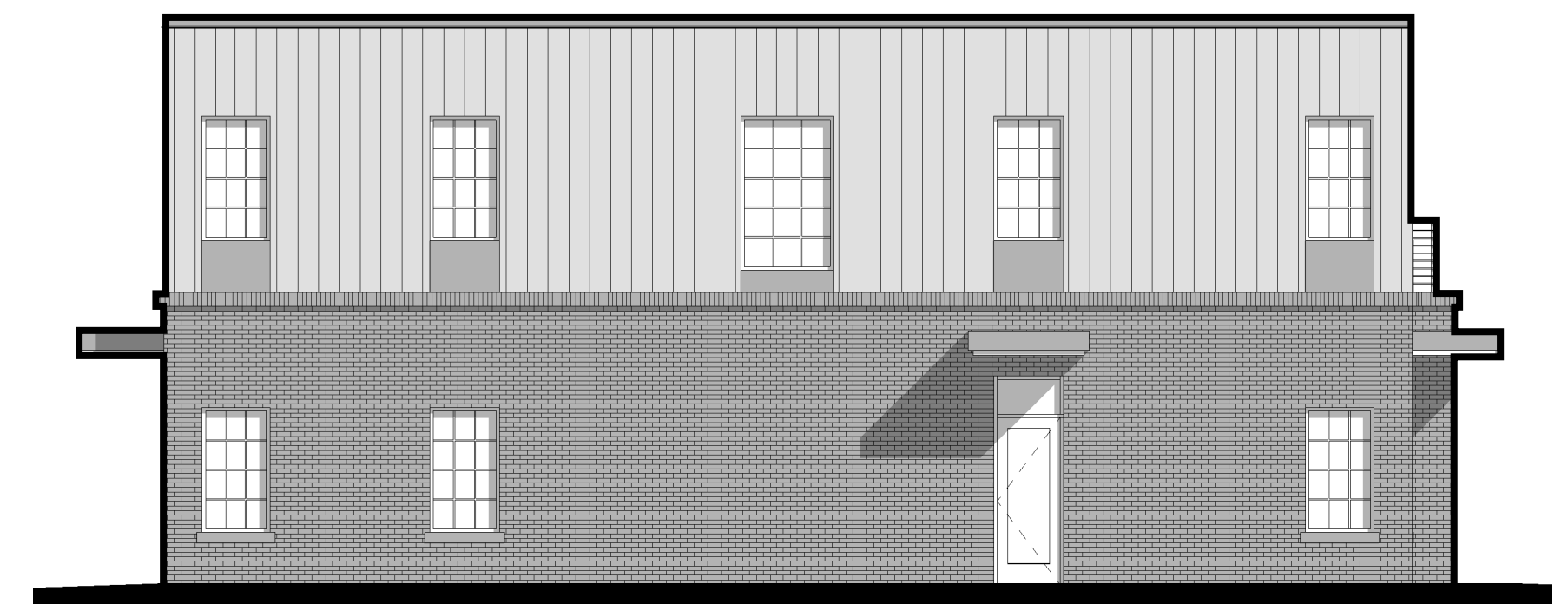


**EAST**  
1/8" = 1'-0"

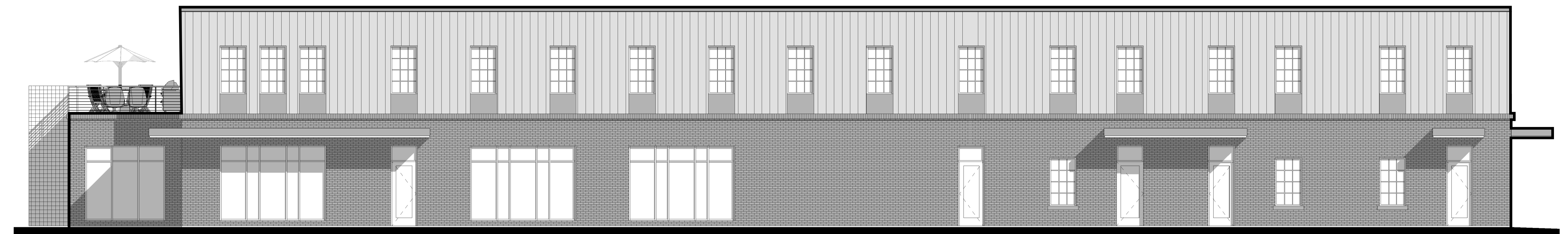
METAL ENCLOSED STAIR

METAL PANEL ENTRY CANOPY

MASONRY VENEER SIGNAGE



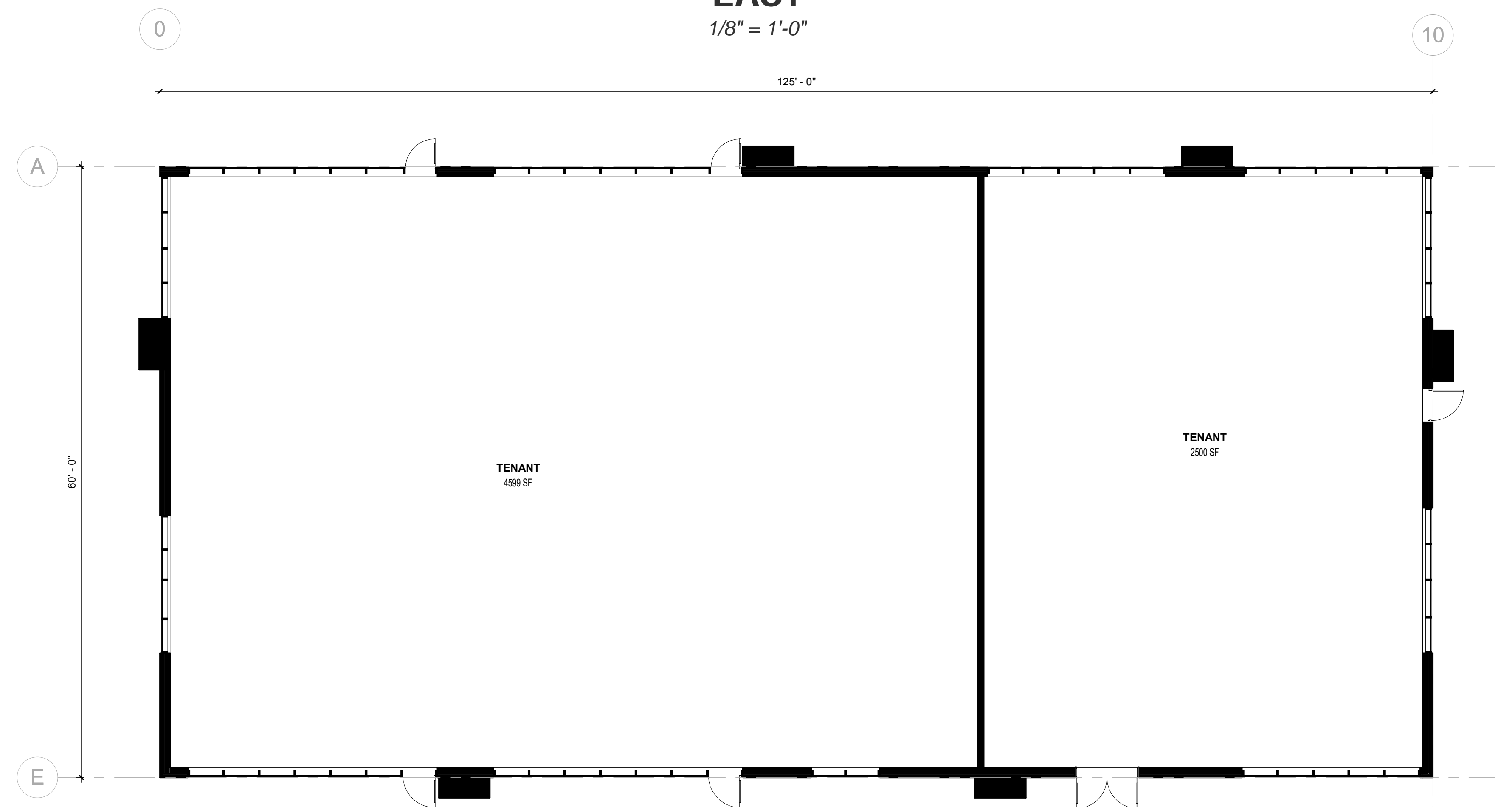
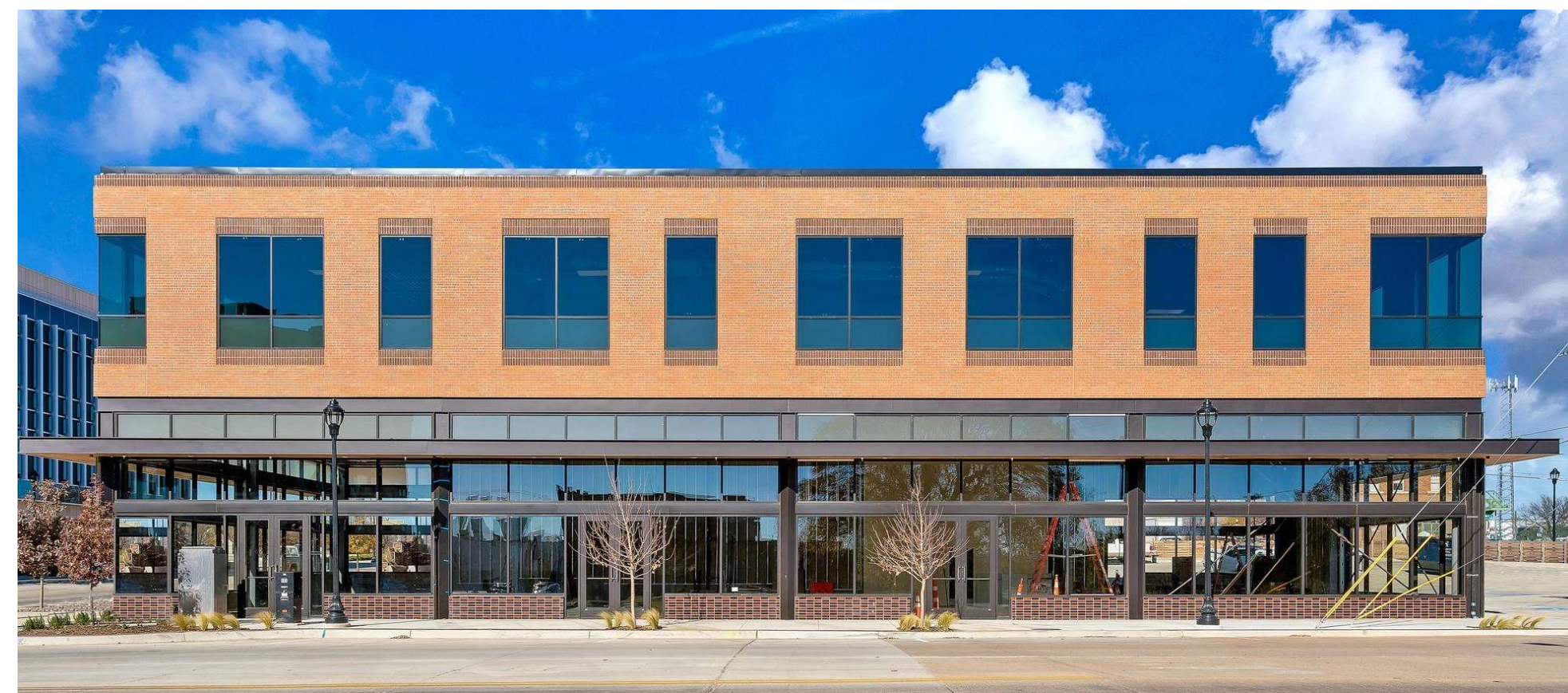
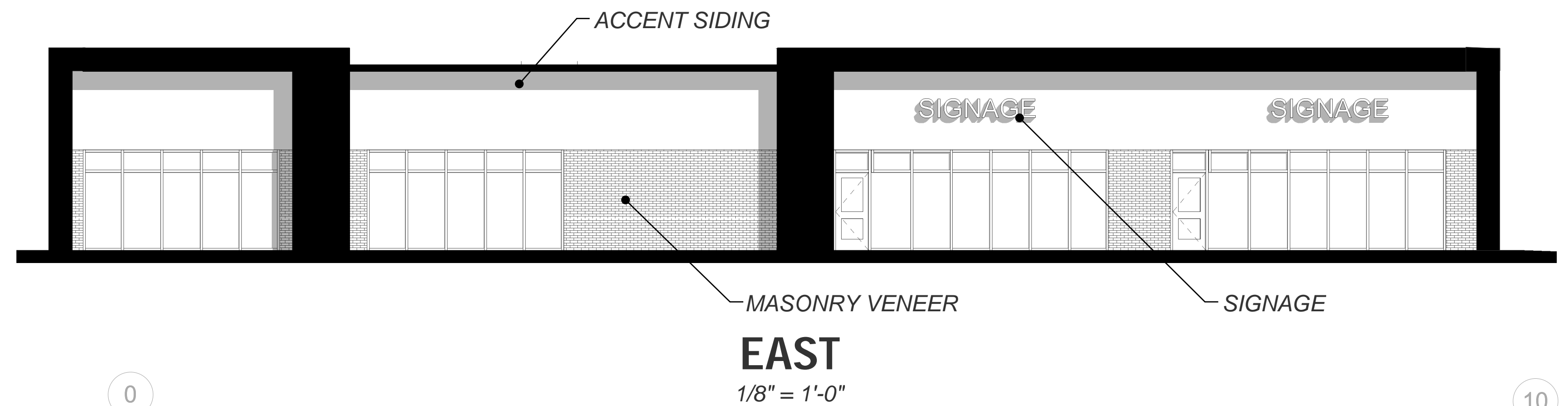
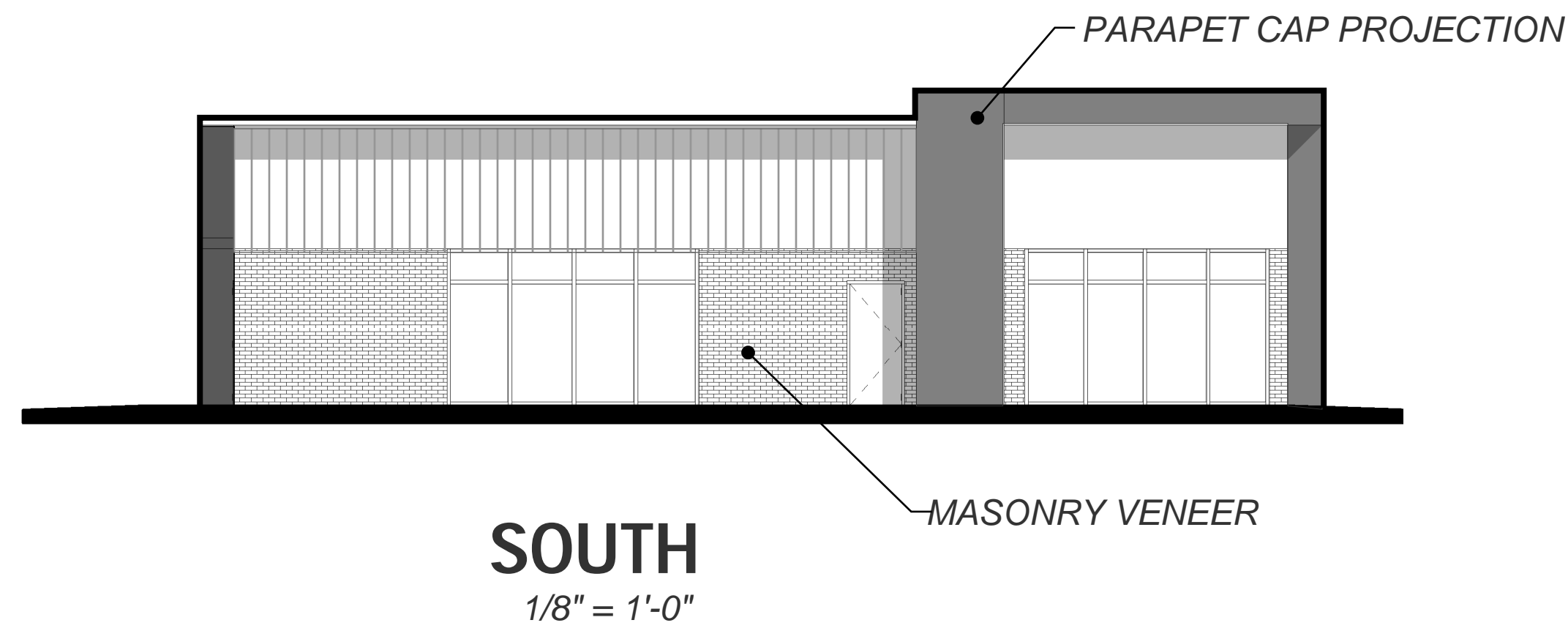
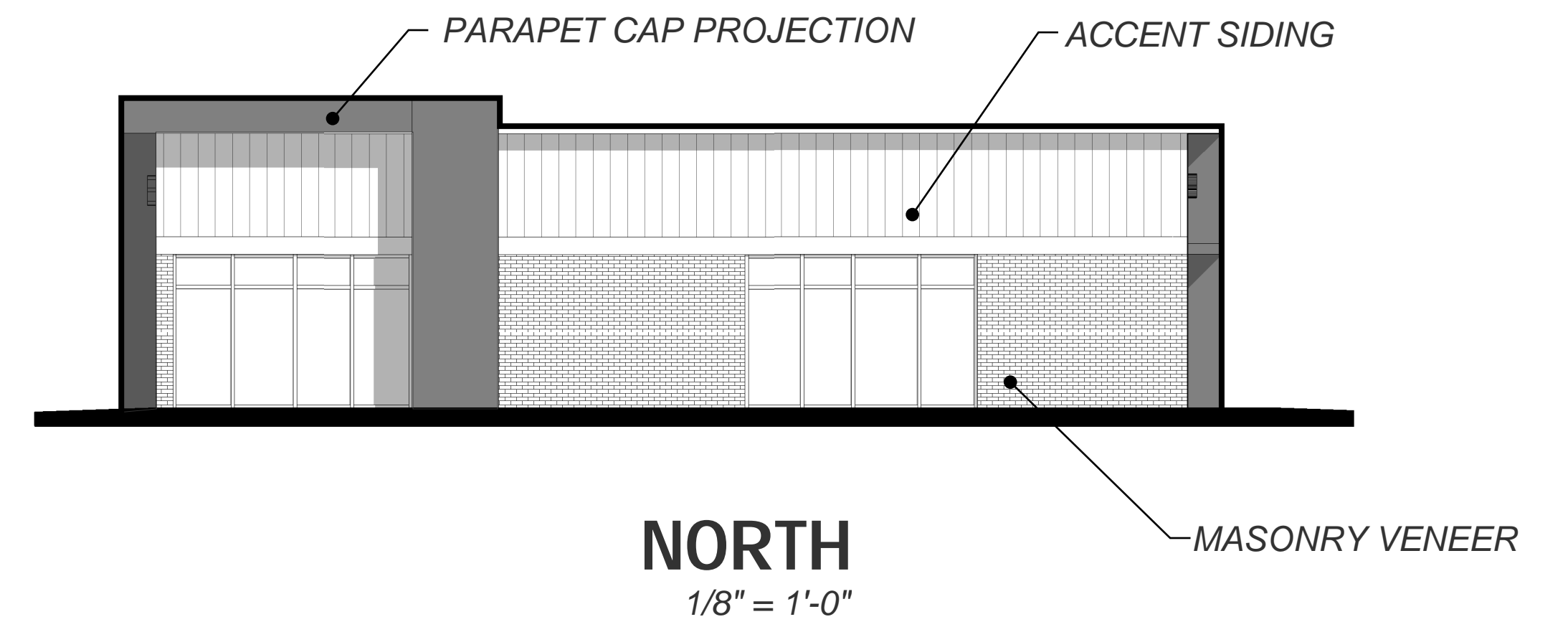
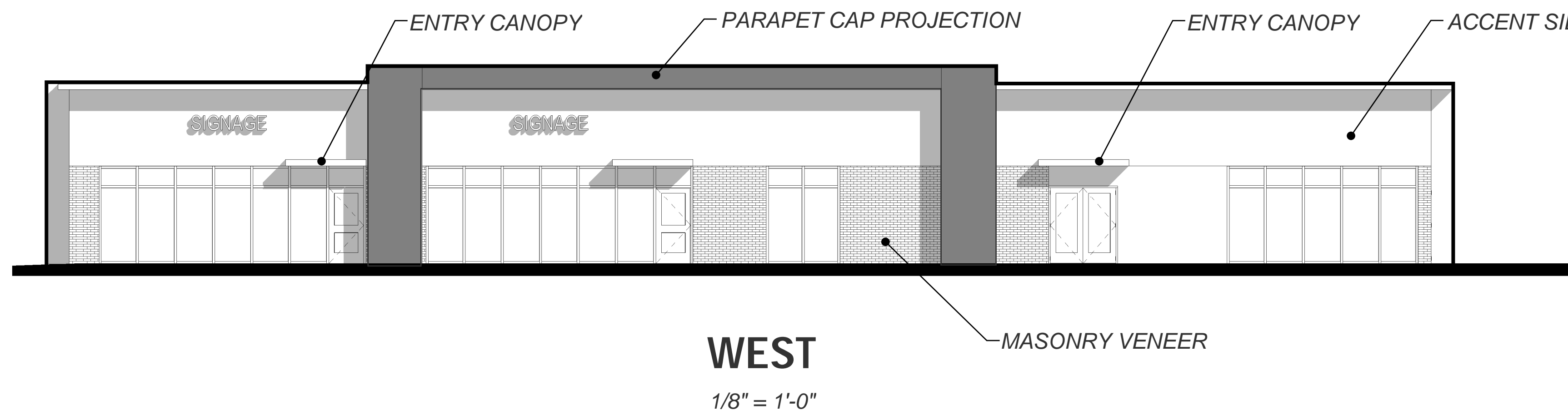
**WEST**  
1/8" = 1'-0"



**NORTH**  
1/8" = 1'-0"

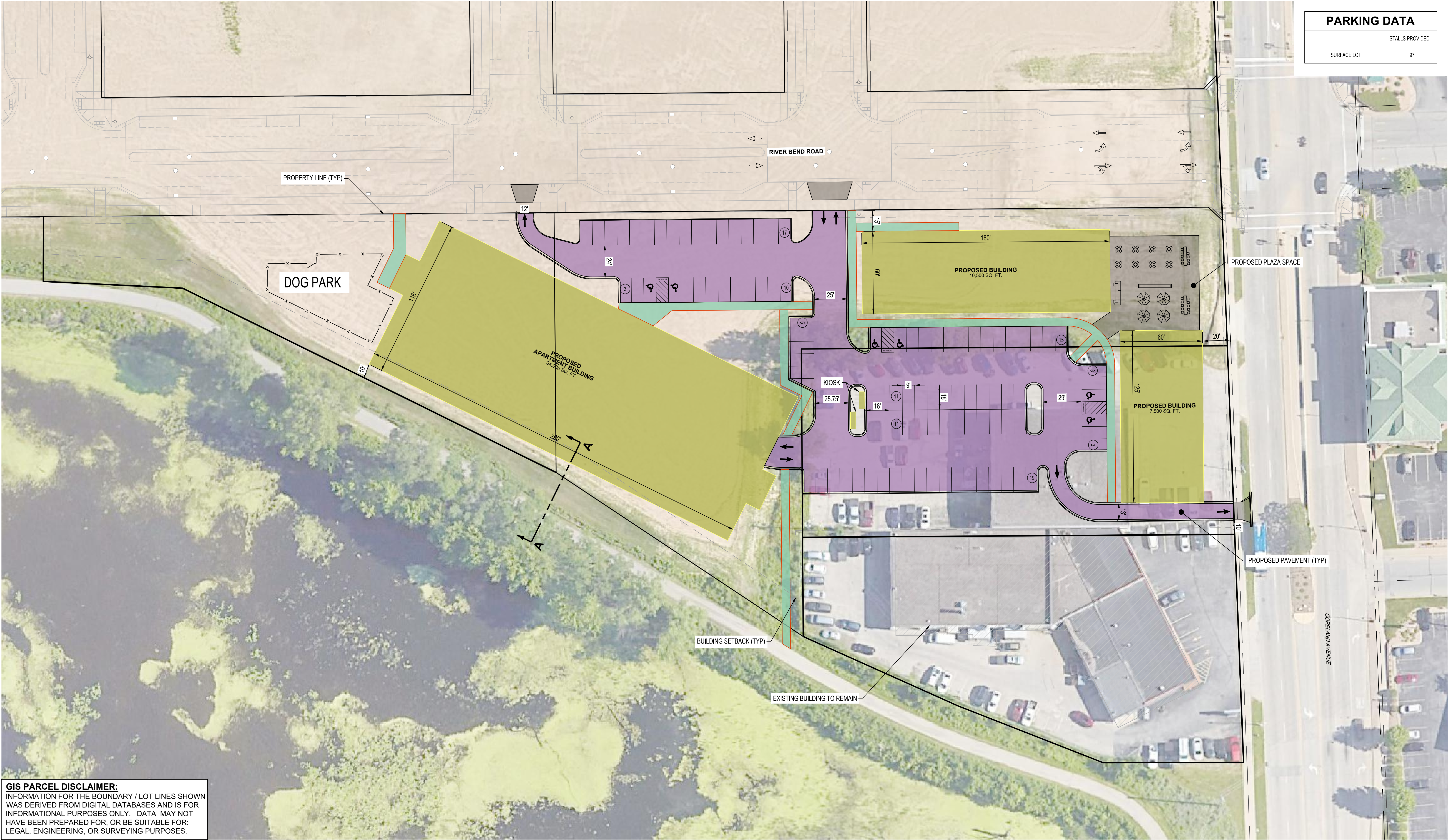
1/8" = 1'-0"

## TWO STORY BUILDING — EXTERIOR ELEVATIONS + PRECEDENT IMAGERY



**FIRST FLOOR PLAN**  
1/8" = 1'-0"

## ONE STORY BUILDING — FLOOR PLANS + ELEVATIONS



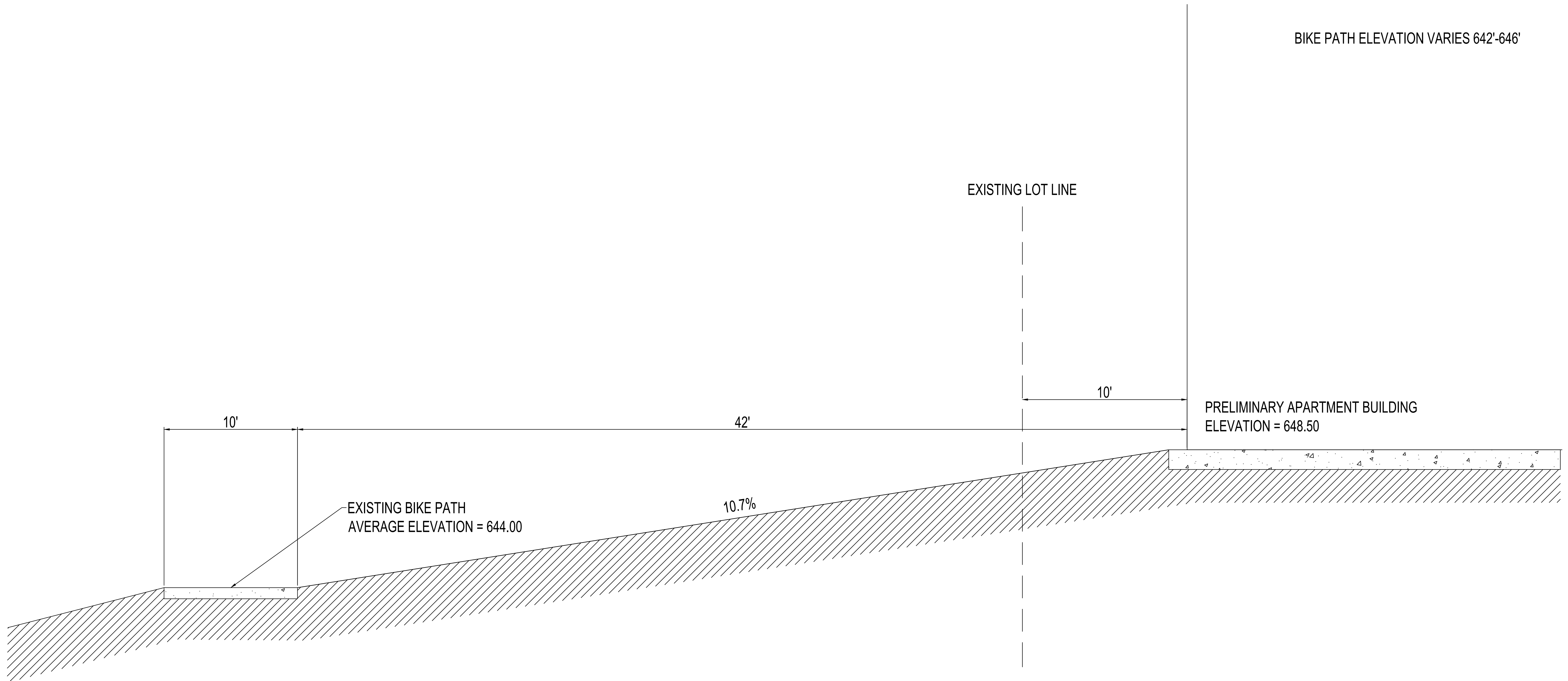
SITE PLAN



Architecture + Engineering + Environmental + Planning

7 COPELAND DEVELOPMENT  
LA CROSSE, WISCONSIN - 08/15/2024  
ISG PROJECT NO. 23-30389

ISGInc.com





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 25-0668**

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**Agenda Date:** 6/26/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

| BALANCE SHEET  |                    |                    |                    |                    |                    |                    |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|  | Type of Statement: | Co. Prep's         |                    |                    |                    |                    |
|  | Date of Statement: | 1/31/2025          | 2/28/2025          | 3/31/2025          | 4/30/2025          | 5/31/2025          |
| <b>ASSETS</b>  |                    |                    |                    |                    |                    |                    |
| Cash - SB Checking   |                    | \$5,000            | \$11,632           | \$175,924          | \$5,100            | \$55,570           |
| Cash - SB MM (Operating, UR)                               |                    | \$1,254,507        | \$1,246,717        | \$1,084,374        | \$889,459          | \$881,355          |
| Cash - SB MM Restricted Planning Option Agreement Deposits |                    | \$159,795          | \$153,896          | \$153,896          | \$153,896          | \$153,896          |
| <b>Total Current Assets</b>                                |                    | <b>\$1,419,302</b> | <b>\$1,412,245</b> | <b>\$1,414,194</b> | <b>\$1,048,455</b> | <b>\$1,090,821</b> |
| Land - Estimated Value                                     |                    | \$7,000,000        | \$7,000,000        | \$7,000,000        | \$7,000,000        | \$7,000,000        |
| Land - 200-206 Causeway Blvd                               |                    | \$0                | \$0                | \$0                | \$331,697          | \$331,697          |
| Note Receivable - Gorman (02/28/2034)                      |                    | \$300,000          | \$300,000          | \$300,000          | \$300,000          | \$300,000          |
| <b>Total Assets</b>  |                    | <b>\$8,719,302</b> | <b>\$8,712,245</b> | <b>\$8,714,194</b> | <b>\$8,680,152</b> | <b>\$8,722,518</b> |
| <b>LIABILITIES</b>   |                    |                    |                    |                    |                    |                    |
| Contract Commitment - JBG Project Mgr                      |                    | \$111,600          | \$102,300          | \$102,300          | \$83,700           | \$74,400           |
| Contract Commitment - SEH Phase III Admin                  |                    | \$104,027          | \$104,027          | \$90,499           | \$67,254           | \$31,687           |
| Contract Commitment - SEH Phase IV                         |                    | \$0                | \$0                | \$0                | \$151,723          | \$136,720          |
| Contract Commitment - Chippewa Concrete Phase II           |                    | \$534,143          | \$534,143          | \$0                | \$0                | \$0                |
| Contract Commitment - Integrity Grading and Excavation     |                    | \$1,000,140        | \$1,000,140        | \$1,000,140        | \$1,000,140        | \$545,130          |
| <b>Total Liabilities</b>                                   |                    | <b>\$1,749,910</b> | <b>\$1,740,610</b> | <b>\$1,192,939</b> | <b>\$1,302,817</b> | <b>\$787,937</b>   |
| Net investment in capital assets                           |                    | \$7,000,000        | \$7,000,000        | \$7,000,000        | \$7,331,697        | \$7,331,697        |
| Unrestricted Funds   |                    | \$1,259,507        | \$1,258,349        | \$1,260,298        | \$894,559          | \$936,925          |
| Restricted Funds   |                    | \$159,795          | \$153,896          | \$153,896          | \$153,896          | \$153,896          |
| Unassigned Funds   |                    | (\$1,449,910)      | (\$1,440,610)      | (\$892,939)        | (\$1,002,817)      | (\$487,937)        |
| <b>Net Position</b>  |                    | <b>\$6,969,392</b> | <b>\$6,971,635</b> | <b>\$7,521,255</b> | <b>\$7,377,335</b> | <b>\$7,934,580</b> |
| <b>Total Liabilities &amp; Net Position</b>                |                    | <b>\$8,719,302</b> | <b>\$8,712,245</b> | <b>\$8,714,194</b> | <b>\$8,680,152</b> | <b>\$8,722,518</b> |



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0733

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**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

## CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT (“**Agreement**”), effective as of the 26 day of June, 2025 (the “Effective Date”), by and between the Redevelopment Authority of the City of La Crosse (“**Seller**”) and RyKey Properties a Wisconsin limited liability company (“**Buyer**”).

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Option to Purchase, dated July 25, 2024 as amended, extended and assigned (the “**Option**”), pursuant to which Buyer has the option to purchase the real property now known as Lot 9 of River Point District, in the City of La Crosse, Wisconsin (the “**Property**”), upon the terms more particularly set forth in the Purchase Agreement;

WHEREAS, Buyer intends to develop the Property for Multi-Family Residential/Mixed Use (“**Buyer’s Housing Development**”) in accordance with the Site Plan attached hereto as Exhibit A;

WHEREAS, Seller has agreed to grant Buyer access to the Property for Buyer, and its consultants, contractors, subcontractors, agents and representatives (collectively, “**Performing Parties**”) to commence construction of Buyer’s Housing Development on the Property (collectively, the “**Work**”) prior to the closing and conveyance of the Property from Seller to Buyer; and

WHEREAS, Seller agrees to grant Buyer access to the Property to perform the Work, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, Seller and Buyer agree as follows:

1. Right of Entry. Seller grants to Buyer and the Performing Parties a limited right of entry and access to the Property for the performance of the Work. All access must be coordinated with the construction manager-primary contractor on site (Gerke Excavating). Access to the site shall be made from River Bend Drive at the intersection of Steamboat Court and River Bend Drive, unless otherwise granted by Gerke Excavating or the Redevelopment Authority.

Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier of (i) the conveyance of the Property from Seller to Buyer, or (ii) the expiration of the option agreement.

3. Performance Standards. All Work shall be performed at Buyer’s sole cost and expense, in a good and workmanlike manner and in compliance with all applicable federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations, including, without limitation, those relating to the environment or human health. Buyer shall, at Buyer’s sole cost and expense, procure all permits, approvals and inspections necessary for the Work.

4. Liens. Buyer shall keep the Property free and clear of any and all mechanics and construction liens for or arising out of or in connection with the Work, by, for, or permitted by Buyer on the Property. Buyer shall, within twenty (20) days after receiving notice of any claim of lien on the Property, discharge such

lien either by the payment of the indebtedness due the claimant, or by filing a bond (as provided by statute) as security therefor.

5. Improvements. No improvements shall be made to the property in advance of closing unless explicitly permitted by the Redevelopment Authority.

6. Indemnity. Buyer shall indemnify, defend, and hold harmless Seller from all third party claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees ("Claims"), for liability to persons or property, caused by any error, omission or default of Buyer or the Performing Parties arising out of the performance of the Work, other than to the extent that such Claims arise due to the negligence or intentional misconduct of the Seller or Seller's affiliates. In addition, Buyer agrees to defend, indemnify, and hold harmless Seller from and against any and all claims for which a construction or any other lien may be asserted by any person or entity against the Property as a result of the Work. Further, Buyer shall have no obligation or liability under this indemnity with respect to pre-existing environmental condition of the Property unless the Work is done in violation of that certain final case closure letter issued by the State of Wisconsin Department of Natural Resources on May 28, 2015.

7. Miscellaneous Provisions.

(a) This document constitutes the entire agreement and understanding between parties with respect to its subject matter and supersedes all prior negotiations and agreements. No amendment to this Agreement shall be valid unless it is in writing and signed by each party.

(b) This Agreement shall be binding upon the respective successors and assigns of the parties.

(c) No act or failure to act by either party will waive any right contained herein. Any waiver by either party must be in writing and signed by such party to be effective.

(d) This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to such jurisdiction's conflict of law principles.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(f) The undersigned specifically represent that they are authorized to execute this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be deemed effective unless and until signed by all of the parties hereto. Signatures delivered by email transmission shall be binding upon the parties.

[Signature Pages to Follow.]

This Agreement entered into as of the day and year first written above.

**SELLER:**

**Redevelopment Authority of the City of La Crosse**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Signatures continue on following page]

**BUYER:**

RyKey Properties LLC

By: \_\_\_\_\_

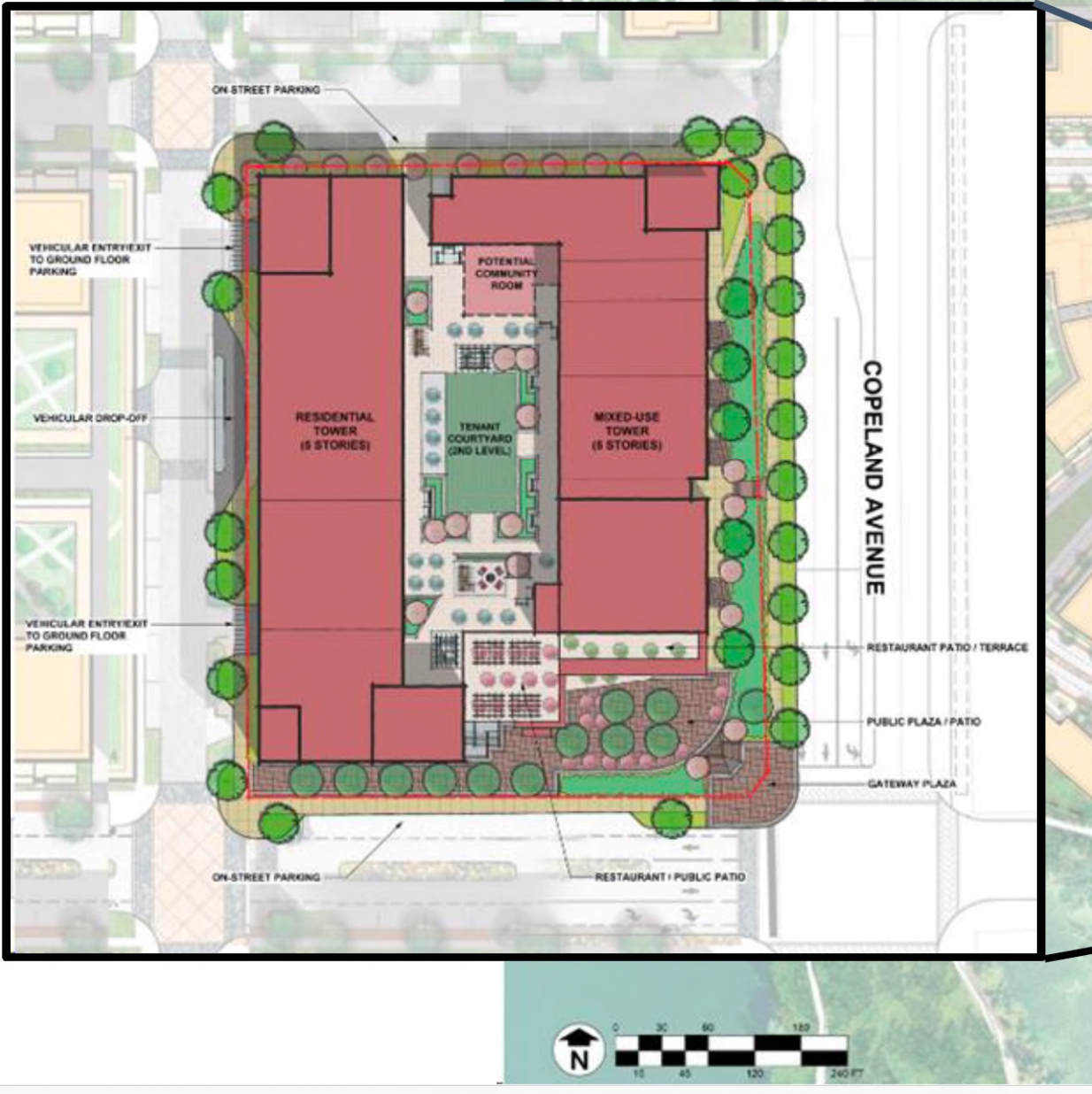
By: \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT A

Buyer's Housing Development

# SITE PLAN





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 25-0725**

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**Agenda Date:** 6/25/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Economic and Community Development Commission

**File Type:** Review

**Agenda Number:**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0732

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**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

## PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this “Agreement”), made and entered into this 26 day of June, 2025 (the “Effective Date”), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the “RDA”), and FSDG LLC, a limited liability company, having its office at 1134 N 9th St #200, Milwaukee, WI 53233 (hereinafter “DEVELOPER”).

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space on Lot 6 as depicted in Plat (hereinafter “Project Site”); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, RDA is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an extended term expiring nine (9) months after the Effective Date for the Project Site (the “Extended Term”). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses.
2. To secure the Extended Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00).

3. *Delay Termination. The RDA reserves the right to review proposals from other investors on Lot 6. Should a viable proposal be brought forward by another developer, the RDA may, in its discretion, inform the current option holder of the alternate proposal and at the time of the receipt of a complete alternate proposal, the RDA may require additional information and or guarantees from the current option holder based on the option holder’s original proposal (RDA) illustrating the project is progressing to construction commencement as presented per the original presentation and subsequent updates by the developer to the RDA.*

*Should the option holder (developer), fail to provide an adequate guarantee of progress for the proposed development to the RDA, the RDA may terminate the option with a 30-day notice and return a prorated amount of the option fee to the developer.*

4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due

diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. RDA shall endeavor to terminate any such licenses for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

INSURANCE. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, the RDA shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The RDA, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with RDA, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. RDA reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.

6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council.
8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
11. In the event that RDA may provide financial assistance to DEVELOPER, then DEVELOPER understands that RDA shall approve any final design plans as a condition of receiving any financial assistance from City of La Crosse. City of La Crosse financial assistance, if any, may be in the form of land write-downs, Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
12. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, RDA shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
13. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to RDA all environmental reports and studies, and surveys relating to the Project Site.
14. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify RDA in writing of the termination.
15. In the event the RDA determines, in its reasonable judgment, that the DEVELOPER is not meeting its obligations under this Agreement, then the RDA may terminate this agreement and shall notify the DEVELOPER of this termination in writing.

16. RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.

IN WITNESS WHEREOF,

this Agreement has been duly executed as of the Effective Date.

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Adam Hatfield, Chair

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Andrea Trane, Executive Director/Secretary

**[DEVELOPER]**

---

Name, Title



## PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this 26 day of June, 2025 (the "Effective Date"), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the "RDA"), and FSDG LLC, a limited liability company, having its office at 1134 N 9th St #200, Milwaukee, WI 53233 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space on Lot 6as depicted in Plat (hereinafter "Project Site"); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, RDA is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an extended term expiring nine (9) months after the Effective Date for the Project Site (the "Extended Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses.
2. To secure the Extended Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00).
3. RDA, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. RDA shall endeavor to terminate any such licenses

for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

INSURANCE. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, the RDA shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The RDA, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with RDA, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. RDA reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.
6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council.

8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
11. In the event that RDA may provide financial assistance to DEVELOPER, then DEVELOPER understands that RDA shall approve any final design plans as a condition of receiving any financial assistance from City of La Crosse. City of La Crosse financial assistance, if any, may be in the form of land write-downs, Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
12. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, RDA shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
13. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to RDA all environmental reports and studies, and surveys relating to the Project Site.
14. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify RDA in writing of the termination.
15. In the event the RDA determines, in its reasonable judgment, that the DEVELOPER is not meeting its obligations under this Agreement, then the RDA may terminate this agreement and shall notify the DEVELOPER of this termination in writing.
16. RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.

IN WITNESS WHEREOF,

this Agreement has been duly executed as of the Effective Date.

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Adam Hatfield, Chair

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Andrea Trane, Executive Director/Secretary

**[DEVELOPER]**

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Name, Title

EXHIBIT A

# PLAT

