

## MASTER DEVELOPER AGREEMENT

This Master Development Agreement (“Agreement”) is made and entered into this May 3<sup>rd</sup>, 2018 (the “Effective Date”) by and among the City of La Crosse Redevelopment Authority, 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 wishes to retain Master Developer to perform certain management services in connection with the development of the land known as Riverside North, (the “Development”), into a mixed-use community, (the “Project”), and Master Developer is willing to perform such services, all pursuant to the provision of this Agreement; and

WHEREAS, the Master Developer and the RDA desire to coordinate publicity and certain other matters pertaining to the Development, as further set forth herein; and

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

1. Appointment and Acceptance.

- (a) Subject to the provisions of this Agreement, the RDA hereby engages and appoints Master Developer as an independent contractor to be its exclusive development manager to manage the Development and the Project for the Term (as defined below). Master Developer hereby accepts the appointment set forth in this Section 1 and agrees to manage the Development and the Project for the Term in accordance with the terms and conditions hereinafter set forth.
- (b) Master Developer shall be the spokesperson for the Development, and (i) in consultation with the RDA, Master Developer shall handle all “official” communications with the media regarding the Project, (ii) the RDA shall forward all business inquiries regarding the Development to Master Developer, and (iii) without limiting the ability of the RDA officials to reply to routine press inquiries, all official RDA press releases regarding the Development shall be approved in advance by Master Developer, such approval not to be unreasonably withheld. RDA and Master Developer shall cooperate in good faith to establish an overall marketing plan for the Development, (the “Marketing Plan”).
- (c) Master Developer understands and acknowledges that RDA is subject to the Public Records Law of the State of Wisconsin. As such, Master Developer agrees to retain all records as defined by Wis. Stat. § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Master Developer agrees to assist RDA in complying with any public records request that RDA receives pertaining to this Agreement, provided that, RDA provides Master Developer with a written copy of any public records request promptly after receipt. Additionally, Master Developer agrees to indemnify and hold harmless RDA, its elected and appointed officials, officers, employees and authorized representatives for any liability, including, without limitation, attorney fees related to or in any way

arising from Master Developer's actions or omissions which contribute to RDA's inability to comply with the Public Records Law. In the event that Master Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to RDA whereupon RDA shall take custody of said records assuming such records are not already maintained by RDA. This provision shall survive the termination or expiration of the Agreement.

2. Term.

- (a) The initial term, (the "Initial Term"), of this Agreement shall commence on the Effective Date and shall end two years following the Effective Date, (the "Expiration Date"), unless sooner terminated as provided herein or by written agreement of the parties. Unless terminated for cause, the Expiration Date shall mark the end of the Monthly Retainer but not obligations for payment of the Land Sale Success Fees or the Valuation Success Fee, each as defined in Paragraph 4 of this Agreement.
- (b) The term of this Agreement may be extended by one (1) year periods, (the "Extended Term(s)"), by mutual written agreement of the parties.

3. Development Services.

- (a) Master Developer shall have the responsibility for (i) guiding the infrastructure planning for the Development, (ii) marketing the Development in accordance with the Marketing Plan and locating qualified developers for individual projects, (iii) negotiating with prospective developers and purchasers for individual projects, subject to final approval of the RDA, (iv) creating the development budget for each individual project, (v) monitoring the construction and development of each individual project, (vi) working with the RDA on the establishment of a financial strategy for public incentives focused on investment meeting the vision and mission of the Project, and (vii) the identification of grants the RDA will pursue to enhance the Project, provided, however, if RDA requests that Master Developer perform any services beyond the identification of grants, then Master Developer will charge RDA \$300/hour (its standard rate) for such services. Master Developer's responsibilities do not include completing or submitting applications for any grants, but Master Developer will be available to discuss grant strategy, give general advice on grant processes, and identify and apply for grants when requested and approved by RDA, understanding that the costs of services will need to be considered by the parties. Notwithstanding any such advice, Master Developer is not responsible for the content of any grant submittal or the award or denial of any grant.
- (b) Without limiting the generality of the foregoing subsection, Master Developer shall provide the following services, (collectively, the "Services"), covering all phases of design, administration, development, and construction of the Development in accordance with the terms and conditions herein set forth:
  - (i) Cause plans acceptable to the RDA, consistent with the budget for the Development (as developed by the RDA and Master Developer), and as may be subsequently modified thereafter (the "Budget"), to be prepared on a timely basis. Advise RDA as to whether such plans are consistent with the City's

master plan (the “Master Plan”) and the specific area plan for each phase, (the “Phasing Plan”), and cause such plans to be revised, subject to RDA’s prior written approval, to the extent the same are not consistent with the Master Plan and Phasing Plan.

- (ii) Identify for RDA all zoning, land use and other permits, licenses, consents, approvals and authorizations under all federal, state or local laws from all government authorities required in connection with the design of the Project or the commencement or completion of construction of the Project, (collectively, the “Permits”), including, without limitation, the rezoning of the Project and any of the following, if required: open space requirements, archaeology, view corridors, height restrictions, subdivision requirements, setbacks, and impact fees. Advise, consult RDA and make recommendations to RDA in connection with the issuance of all such Permits, including (a) preparing applications for and processing Permits, (b) making presentations on behalf of the RDA in support of such applications, (c) negotiating with the appropriate government authorities, community groups and other interested persons regarding such Permits, and (d) any appeal of, challenge to, or action to enjoin or restrain, any Permit;
- (iii) Assist, as needed, in the selection of a general contractor (the “General Contractor”) from a list of contractors approved by the City of La Crosse with respect to improvements to be made by the RDA. Advise, consult and recommend to RDA such other subcontractors, interior designers, architects, engineers, lawyers, accountants, surveyors and other specialists and consultants as may be required for the Development, (collectively with the General Contractor, the “Consultants”). Coordinate and supervise the process for selection by RDA of such Consultants for review and analyze proposals from such Consultants. Advise RDA as to such review, and following approval thereof by RDA, prepare, review and evaluate proposed contracts between the RDA and such Consultants. If requested by RDA, negotiate on behalf of RDA such proposed contracts according to the terms acceptable to the RDA, subject to final approval of the RDA. Coordinate the work of the Consultants and the integration of such work into the design of the Development. Review the work of the Consultants and make recommendations to RDA concerning their work. As to improvements to be made by private developers in connection with portions of the Project, advise regarding the qualification of the contractors for such improvements as requested.
- (iv) Cooperate with all brokers and advisors who may be retained by RDA with respect to the listing and marketing of the Project for sale or lease, (collectively, “Brokers”).
- (v) Coordinate the preparation of the design of the Project architect, (the “Architect”), and other Consultants. Coordinate the work of the Architect and the review and written approval of the RDA of all conceptual design documents, schematic design documents, and design development documents. Coordinate and integrate the work of other Consultants, which impacts the design of the Project. Review design documents for errors or omissions.

- Coordinate delivery of Architect's and Consultants' recommendations to RDA concerning the design, including selection of materials, building systems and equipment, the feasibility of construction methods, the availability of materials and labor, and time requirements to procurement, installation and construction. Assist the Architect and Consultants to assure that all design documents comply with any legal requirements.
- (vi) Coordinate and supervise the submission of applications to, and negotiations with, utility companies and government authorities having jurisdiction over the Project for agreements relating to the installation of utility and sewer service and communications infrastructure.
  - (vii) Advise, consult, and recommend to RDA monthly, revisions to the Budget.
  - (viii) Prepare for RDA's approval a proposed schedule, (the "Schedule"), for the substantial completion of the Development setting forth completion dates itemized into such major categories as RDA may request. Revise from time to time, as may be necessary, the Schedule, with RDA's approval, to reflect the actual progress of the Development.
  - (ix) With the assistance of the RDA, prepare and deliver to RDA not less than once monthly a written report in the form acceptable to the RDA, which shall include: (a) the current Budget and current Schedule, (b) a summary of all costs incurred through the end of the preceding calendar month, (c) an analysis comparing the costs incurred to costs set forth in the Budget, (d) an analysis comparing the current state of the Development to the Schedule, and (e) a summary of any significant events associated with the Development, including the Budget and Schedule. Meet with designated representatives of the RDA as frequently as RDA may reasonably request and keep RDA informed of the progress of the Development.
  - (x) Make periodic visits to the job site as and when necessary to perform its obligations pursuant to, and in accordance with, the terms of this Agreement (but in all events, not less than twice a month during construction of the Development). Review the work and progress of the Development with the Consultants.
  - (xi) Regularly monitor the Development and advise RDA promptly as to any known or anticipated material delays or material cost overruns. For such purpose, if a cost overrun may appropriately be 'covered' by a contingency line item in the construction budget, then it will not be deemed a material cost overrun requiring prompt notice.
  - (xii) Review applications for payment submitted by the Consultants and prepare documentation for all requests for payments from RDA in form and content sufficient to permit RDA to determine the appropriateness of such payments.

- (xiii) Keep RDA fully informed as to all matters pertaining to the Development and disclose and transmit to RDA all correspondences, communications, or other notices received and intended for RDA in connection with the Development.
- (xiv) Apprise RDA of any fact to which Master Developer has notice or knowledge with respect to the Development that may be anticipated, in the reasonable judgment of Master Developer, to have an adverse effect upon the Project or RDA's interest therein, including, without limitation, material cost impacts, material changes to approved plans ("material", as used herein, shall mean a change that would require Master Developer to seek approval/re-approval of the previously approved plans), and any actual or potential disputes.
- (xv) Use its best efforts to assist RDA in marketing for sale and in closing on the sale Project property (or portions thereof) to developers of specific projects in accordance with the Services described above. To the extent that such sale cannot reasonably be accomplished given market conditions, assist the RDA and Brokers in having the Project fully rented to desirable tenants and consult the RDA with respect to rental and renewal of occupancy space. Assist the Broker in implementing any leasing or property guidelines of RDA set forth in the annual operating budget for the Project. Cooperate with licensed real estate brokers having clients interested in renting space in the Project. Assist Brokers in advertising the Project and ordering and purchasing all signs, renting plans, price list, booklets, circulars, and advertising to offer space in the Project for rent, all as RDA shall from time to time direct, for which all out of pocket costs shall be paid by RDA. Notwithstanding, it is expressly understood by the parties that rental of the Project is not a preferred outcome. Accordingly, all rental agreements and activities to promote rentals shall have prior written RDA approval.
- (xvi) Keep RDA fully informed of the progress of the Development and promptly advise the RDA of any proposed material deviation from the design documents.
- (xvii) Use diligent efforts to comply with or cause compliance with all applicable legal requirements as well as all Permits issued with respect to the Development. Since the Project is and will be owned by the RDA or other developers or both, RDA acknowledges that Master Developer's standard of care in fulfilling this obligation is to identify issues, advise the relevant parties, and report any compliance issues to legal authorities at such time as Master Developer believes that reporting is appropriate or legally required.
- (xviii) Notify RDA within twenty-four (24) hours upon discovery by Master Developer of any hazardous substances at the Project that have not been identified previously as an environmental concern.
- (xix) Inspect and take action to cause all punch list items, defects and/or warranty claims to be promptly completed or corrected, as the case may be, by General Contractor within thirty (30) days of receipt of such punch list items, defects and/or warranty claims.

- (xx) Otherwise act as RDA may, from time to time, reasonably request in writing with respect to the Development of the Project and as may be reasonably necessary to ensure the completion of the Development.
    - (xxi) Accurately disclose and represent development conditions of the site to prospective investors.
  - (c) Notwithstanding any other provision of this Agreement, Master Developer shall have no authority to execute any contract, agreement, letter of intent or other instrument on behalf of RDA or otherwise act on behalf of RDA with respect to the negotiation or consummation of any such agreement, except as RDA may otherwise direct in writing. The RDA's decision to execute any such contract, agreement, letter of intent or other instrument shall be in their sole and absolute discretion. By virtue of acting in its capacity under this Agreement, Master Developer does not assume, and will have no duty to pay or perform, any expense, obligation or liability associated with the Project except as specifically set forth in this Agreement.
4. Compensation for Services. In consideration of the Master Developer's provision of the Services, the RDA shall pay Master Developer each of the fees described as follows:
- (a) **Monthly Retainer.** The RDA shall pay Master Developer a monthly retainer for overhead, planning and management of the Development as a whole, (the "Monthly Retainer"). The Monthly Retainer will be paid in the amount of seven thousand five hundred dollars (\$7,700.00) per month, due and payable on the 15<sup>th</sup> of each month for the duration of the Initial Term and any Extended Term, commencing with the month of execution of this Agreement. The maximum aggregate Monthly Retainer under this Agreement for the Initial Term shall be one hundred eighty four thousand eight hundred dollars (\$184,800.00).
  - (b) **Land Sale Success Fees.** RDA shall pay Master Developer upon the successful sale (defined below) of developable land as follows (the "Land Sale Success Fees"):
    - (i) Provided such closing occurs within three (3) years of the Effective Date, RDA shall within thirty (30) days of the closing of the sale of the parcel that results in fifty percent (50%) of the aggregate developable land area (defined below) being sold, pay the Master Developer a fee equal to fifty thousand dollars (\$50,000.00).
    - (ii) Provided such closing occurs within five (5) years of the Effective Date, the RDA shall within thirty (30) days of the closing of the sale of the parcel that results in ninety percent (90%) of the aggregate developable land area being sold, pay Master Developer a fee equal to one hundred thousand dollars (\$100,000.00).
    - (iii) The maximum aggregate Land Sale Success Fees under this Agreement shall be one hundred fifty thousand dollars (\$150,000.00).
    - (iv) "Aggregate developable land area" means the total area of land identified in Exhibit A less the area of land to be used for public right-of-way, parks or other

similar uses and retained by the RDA or City, wetlands and shorelands in which development of buildings is not permitted without special permits, brownfields as to which remediation must occur prior to development if such remediation will require in excess of 5 years to complete. The aggregate developable land area shall be further defined in a subsequent exhibit to be generated after the Effective Date and attached to this Agreement as Exhibit C.

- (v) “Sale” means and includes not only a sale by deed, but also other transactions which transfer substantially all of the benefits and burdens of ownership, such as, but not limited to, ground leases of any length, and triple net leases of over 10 years in length (including options).
- (vi) Because a major portion of the compensation to Master Developer is tied to the sales of portions of the Project as described above, and because the parties desire to preserve the RDA’s inherent authority to elect not to sell portions of the Project even if a Master Plan has been adopted and even if Master Developer has performed or is continuing to perform its duties under this Agreement, the parties desire to establish a process to ensure that the incentives of Master Developer and the RDA are aligned.

Accordingly, the parties will determine the area of the aggregate developable land area that has been developed as of the earlier of (A) the third anniversary of the Effective Date, or (B) the second anniversary of the termination of this Agreement (but only if the Master Developer’s recommended Master Plan has been adopted in substantial part by the RDA). If the area for the portions of the Project then sold, plus the area of the other portions of the Project then developed but not yet sold, exceed a threshold set forth above, then a Land Sale Success Fee will be earned as of such date. The amount so earned will be reduced so as to not double count amounts of the Land Sale Success Fee previously earned by Master Developer prior to the date of such calculations under this clause (vi). The Land Sale Success Fee so earned will be paid within 45 days after calculation.

If Master Developer is continuing to provide services under this Agreement after the date of calculation above, then Master Developer may continue to be eligible to earn further Land Sale Success Fees, limited by the overall maximum above, and not reduced by any amount paid under this clause (vi).

For purposes of this clause (vi) only, the thresholds described above will include land which is included in the aggregate developable land area but still held by the RDA or the City. An example of how this provision works is included as Schedule 4(b)(vi).

- (c) Valuation Success Fees. The RDA shall pay to Master Developer a fee based upon the valuation of the Project, (the “Valuation Success Fees”), calculated as follows:
  - (i) Two hundred fifty thousand dollars (\$250,000.00) at such time as the equalized assessed value of the Project equals or exceeds one hundred ten million dollars (\$110,000,000.00).

- (ii) An additional one hundred fifty thousand dollars (\$150,000.00) at such time as the equalized assessed value of the Project equals or exceeds one hundred thirty-seven million five hundred thousand dollars (\$137,500,000.00).
- (iii) An additional one hundred thousand dollars (\$100,000.00) at such time as the equalized assessed value of the Project equals or exceeds one hundred sixty-five million dollars (\$165,000,000.00).
- (iv) An additional 0.5% of the total equalized assessed value of the Project as of the January 1 first occurring after the date on which the total equalized assessed value of the Project is greater than one hundred sixty-five million dollars (\$165,000,000.00) but less than or equal to two hundred million dollars (\$200,000,000.00). For example, if the Project were to achieve an equalized assessed value of two hundred million dollars (\$200,000,000.00) or greater, then the maximum Valuation Success Fee under this subsection would be one hundred seventy-five thousand dollars (\$175,000.00), which is calculated by taking the difference from \$200M less \$165M and multiplying it by 0.5%.
- (v) The maximum aggregate Valuation Success Fees to be paid under this Agreement is six hundred seventy-five thousand dollars (\$675,000.00). When calculating the various equalized assessed value thresholds in order to determine compliance or calculate the actual Valuation Success Fees, then undeveloped land shall be excluded.
- (vi) Payment shall occur on September 1 of the year subsequent to the valuation year. For example, if it is determined that a Valuation Success Fee has been achieved in 2022, then the payment of said fee shall occur on September 1, 2023.
- (vii) For clarity, (1) so long as the aggregate equalized assessed value is below \$110,000,000, no Valuation Success Fee is earned; and (2) if the equalized assessed value of the Project exceeds a threshold, and thereafter falls below the threshold, and then again exceeds a threshold, only one payment will be made with respect to that threshold.
- (viii) Equalized assessed valuation will be determined using those methods and criteria of determining equalized assessed valuations in effect on the date of valuation.
- (ix) Because a major portion of the compensation to Master Developer is tied to the equalized value of the Project as described above, and because the parties desire to preserve the RDA's inherent authority to elect not to sell or develop portions of the Project that might create equalized value even if a Master Plan has been adopted and even if Master Developer has performed or is continuing to perform its duties under this Agreement, the parties desire to establish a process to ensure that the incentives of Master Developer and the RDA are aligned.

Accordingly, solely for purposes of determining the equalized value of the Project under the steps above, the equalized value of portions of the aggregate



developable land area which have not yet been sold by the RDA will be included in the calculation, but only if the unsold portion of the Project was intended under the approved Master Plan to be sold at some point in the future. If, because such unsold portions are owned by the RDA, there is no equalized value attached to a portion of the Project, the parties will use an estimate of equalized value of such portion as determined by the City Assessor using the process and criteria that would be applied by the City Assessor if such portion was subject to tax.

An example of how this provision works is included as Schedule 4(c)(ix).

- (d) **Maximum Aggregate Fees.** Except as provided in Section (4)(a) of this Agreement, the maximum aggregate fees that could be paid to Master Developer under this Agreement equals one million five thousand dollars (\$1,009,800.00) as identified above as the Monthly Retainer (for the Initial Term), Land Sale Success Fees and Valuation Success Fees above.
- (e) **Costs and Expenses.** Master Developer's out of pocket and administrative expenses for overhead, including but not limited to travel, meetings (which may be at venues other than a public facility or Master Developer's offices), and meals expenses, are not subject to reimbursement by the RDA. While Master Developer is not required to pay for the following expenses directly, if Master Developer does pay out of pocket expenses for deliverables in connection with the Project, Master Developer will be reimbursed for such costs (without markup) following a commercially reasonable expense reimbursement process designated by RDA and pre-approval of such costs and expenses by the Executive Director of the Redevelopment Authority. Reimbursable expenses will not exceed \$10,000 per calendar year. Examples of how this provision works are included as Schedule 4(e).

5. **Expiration and Termination.**

- (a) If Master Developer shall (i) default in the performance in any of its material obligations hereunder, and such default shall continue for thirty (30) days after notice of such default by the RDA, unless such default cannot reasonably be cured within such thirty (30) days and Master Developer diligently prosecutes same, (ii) commingle any Project-related funds with any other funds of the Master Developer, or (iii) file for voluntary bankruptcy or agree to any similar proceedings, or if a court enters a decree or order for relief in respect of Development in an involuntary bankruptcy case or similar proceeding, then RDA shall have the right to terminate this Agreement immediately upon written notice thereof delivered by RDA to Master Developer, and Master Developer's right to receive any further Monthly Retainer will be terminated.
- (b) If termination is made under subsection (a)(ii), then RDA may also retain any Master Developer's unpaid Land Sale Success Fees and Valuation Success Fees as liquidated damages (the parties acknowledging that RDA will incur costs associated with Master Developer's non-performance and the replacement of Master Developer and that damages on account of such replacement are incapable of being ascertained) in addition to any other remedy that may be available.

- (c) If termination is made under subsection (a)(i) or (a)(iii), and if at the time of termination a master development plan for the Project has not been approved by the RDA, then RDA may also retain any unpaid Land Sale Success Fees and Valuation Success Fees as liquidated damages (the parties acknowledging that RDA will incur costs associated with Master Developer's non-performance and the replacement of Master Developer and that damages on account of such replacement are incapable of being ascertained) in addition to any other remedy that may be available
- (d) If termination is made under subsection (a)(i) or (a)(iii), and if at the time of termination a master development plan for the Project has been approved by the RDA, then Master Developer will receive a fee in an amount of One Hundred Thousand dollars (\$100,000), but the RDA may also retain any unpaid Land Sale Success Fees and Valuation Success Fees as liquidated damages (the parties acknowledging that RDA will incur costs associated with Master Developer's non-performance and the replacement of Master Developer and that damages on account of such replacement are incapable of being ascertained), in addition to any other remedy that may be available.
- (e) Master Developer is not authorized to handle RDA's funds, and if Master Developer inadvertently receives a payment that belongs to RDA, Master Developer will as soon as practicable turn over to RDA the payment in the form received, with any necessary endorsements supplied.
- (f) Upon the expiration or earlier termination of this Agreement pursuant to the terms and conditions hereof, Master Developer shall, at Master Developer's sole cost and expense, immediately (i) surrender and deliver up to RDA the Project and all materials, equipment, tools, supplies, keys, contracts, documents, books, accountings, papers and records pertaining to the Development, Project and to this Agreement, and (ii) furnish all such information and take all such action as shall be reasonable to effectuate an orderly and systematic ending of Master Developer's duties and activities hereunder. This Section shall survive the expiration or termination of this Agreement.
- (g) Upon and after any termination of this Agreement, Master Developer shall cooperate with RDA, at no cost to RDA, and any new master developer designated by RDA to effect an orderly transition and transfer of the management of the Project.
- (h) Master Developer may terminate this Agreement at any time upon not less than 90 days written notice to RDA. If termination is prior to the adoption of a Master Plan, then Master Developer will retain any Monthly Retainer previously paid to it but will not be entitled to any other payment under this Agreement. If termination is after the adoption of a Master Plan as contemplated above, then (1) the Master Developer will retain any Monthly Retainer previously paid to it, (2) the Master Developer will not be entitled to any further Monthly Retainer, but will be paid a breakup fee in an amount equal to \$4,167 times the number of months that have elapsed from the Effective Date to the date of termination, but not in excess of \$100,000, and (3) if the termination is also after the first land sale has occurred, then Master Developer will receive a Land Sale Success Fee under Section 4(b)(vi), if and as earned thereunder. For such purpose, Section 4(b) will survive such termination.

6. Notices. All written notices or other written communications pursuant to this Agreement shall be sent by registered or certified U.S. Mail postage prepaid, by hand delivery to an authorized officer of such party, by overnight courier (charges prepaid), or by e-mail (followed by a copy by first class U.S. Mail) to the following address, or such other address as the parties may designate in writing:

If to RDA: City of La Crosse Redevelopment Authority  
c/o Jason Gilman, Executive Director  
400 La Crosse Street  
La Crosse, WI 54601

If to Master Developer: WiRED Riverside North, LLC  
c/o Mr. Blair Williams  
735 North Water Street, Suite 1228  
Milwaukee, WI 53202

With a courtesy copy to: Hal Karas, Esq.  
Husch Blackwell LLP  
555 East Wells Street, Suite 1900  
Milwaukee, Wisconsin 53202

All such notices properly addressed and transmitted shall be deemed received on the earlier to occur of (i) actual receipt by the intended recipient, (ii) the date of transmission (in case of e-mail), (iii) two (2) business days after deposit in U.S. Mail (in the case of U.S. Mail), or (iv) one (1) business day after delivery to the courier for next day delivery (in case of overnight courier).

7. Compliance with all Laws. Throughout the Term, Master Developer agrees that it shall fully and faithfully comply with all laws, statutes, ordinances, common laws, rules, regulations, orders, decrees, and the like (collectively, "Laws") including, without limitation, any and all Laws relating to the licensing of property development managers.
8. Insurance. Master Developer, at its sole cost and expense, shall obtain and keep in force continuously throughout the Term, insurance coverage policies as identified in Exhibit D.
9. Indemnity. Master Developer agrees to indemnify, save and hold RDA, and its members, officers, partners, directors, trustees, agents and employees, harmless from and against any actual expense (including court costs and reasonable attorney's fees), loss, damage, death, injury, fine, penalty, or liability arising out of or resulting from (i) the acts or omissions of Master Developer and its members, directors, trustees, agents or employees, which constitute negligence, fraud, embezzlement, malfeasance or willful, reckless or criminal misconduct, (ii) any actions of Master Developer which Master Developer should have reasonably believed, at the time of taking such actions, to be beyond the scope and authority conferred upon Master Developer hereunder, or (iii) any failure of Master Developer to perform its material obligations under this Agreement, provided such failure was not caused in whole or in part by RDA or events beyond the reasonable control of the Master Developer.

10. Miscellaneous.

- (a) **Entire Agreement.** This document constitutes the sole agreement between the parties and supersedes any and all written agreements or understandings between them pertaining to the transactions contemplated herein. No representations, warranties or inducements, express or implied, have been made by any party to any other party except as set forth herein.
- (b) **Independent Contractor.** Master Developer's relationship to the RDA is that of an independent contractor, and neither Master Developer nor RDA shall represent (either expressly or impliedly) to any other person that Master Developer's relationship to RDA is other than that of an independent contractor.
- (c) **Exculpation.** No member, trustee, officer, director, employee or agent of RDA shall be personally liable for any of the obligations of RDA and Master Developer.
- (d) **Captions.** The captions and headings in this Agreement are for convenience only, and are not part of this Agreement and do not in any way limit or amplify the provisions hereof.
- (e) **Amendments.** All amendments or modifications to this agreement shall be in writing and signed by RDA and Master Developer.
- (f) **Successors and Assigns.** Master Developer shall not assign this Agreement without the express written consent of RDA in the RDA's sole and absolute discretion. Subject to this section, this Agreement shall inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.
- (g) **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.
- (h) **No Waiver.** No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or a waiver of any subsequent breach by a party of the same or any other provision.
- (i) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable, the other provisions of this Agreement or the application of such provision to other persons or circumstances shall not be effected thereby but shall continue to be valid and enforceable to the fullest extent permitted under applicable law.
- (j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, but all such counterparts together shall constitute but one agreement.

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

RDA:

City of La Crosse Redevelopment Authority

By: *John Hatfield*  
Name: *John Hatfield*  
Title: *Chair*

Master Developer:

WiRED Riverside North, LLC

By: *[Signature]*  
Blair Williams, Manager

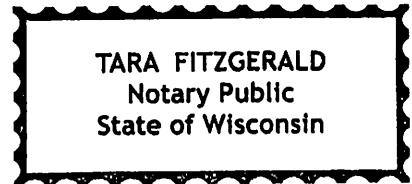
STATE OF WISCONSIN  
COUNTY OF LA CROSSE

Personally came before me on this 3rd of May, 2018 the above named BLAIR WILLIAMS + ADAM HATFIELD, to me known to be the persons who executed the foregoing instrument and acknowledged the same as a free act and deed.

*Tara Fitzgerald*

Notary Public, La Crosse County, Wisconsin

My Commission Expires: 5-1-2022



Schedule of Exhibits:

EXHIBIT A- LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B- RIVERSIDE NORTH GUIDING PRINCIPLES

EXHIBIT C- AGGREGATE DEVELOPABLE LAND AREA

EXHIBIT D- INSURANCE

Schedule 4(b)(vi)

Assumed facts:

- Contract is entered into on May 3, 2018.
- Third anniversary is May 3, 2021.
- Master Plan is prepared and adopted pursuant to Agreement.
- RDA elects not to sell any property in the exercise of its judgment (e.g., a change in administrations leads to a change in RDA philosophy in favor of retaining ownership), or is precluded from selling by some change in state or federal law.
- 50% of the land has nevertheless been developed, but is being retained by the RDA.

On (or as of) May 3, 2021, the parties will compute the area of land that has been sold (zero in this example), and the amount of land that has been developed (50% in this example). Since 50% of the land has been developed, and is therefore useful to and usable by the RDA or the City, even though not sold by the RDA, the Master Developer would qualify for the first installment of the Land Sale Success Fee, or \$50,000.

Schedule 4(c)(ix)

Assumed facts:

- Approved Master Plan includes an area for development
- RDA elects to hold title to the area, but it is developed anyhow
- The area remains tax exempt by virtue of the use

As a result of the foregoing, the equalized value or estimate thereof will be included in the overall equalized value of the Project as a whole for purposes of determining whether a threshold in Section 4(c) has been attained.



Schedule 4(e)

Examples of expenses which are included in Master Developer's Monthly Retainer:

- Mileage
- Routine printing and telephone charges
- General office overhead

Examples of expenses which are reimbursable under Section 4(e):

- Costs of outside printing of presentation materials (e.g., big foam boards, bound materials)
- Costs of outside printing of plans, surveys, drawings
- If a sales office in LaCrosse is agreed to with staff, the costs of such an office

## **Exhibit A – Legal Description of Property**

PRT GOVERNMENT LOTS 1 & 2 COM NE COR SEC 31 S0D59M34SE 1532.21FT TO W R/W LN COPELAND BLVD & POB S89D33M 24SW 1284.77FT N15D9M49SW 206.81FT S89D33M27SW 260.85 FT TO E R/W LN VAC RR ALG E R/W LN N13D26M16SW 564.69FT TO S LN BEMELS INDUSTRIAL ADDN ALG S LN N89D33M40SE 1469.24FT N89D28M50SE 72.85 FT TO NW COR PRCL IN V863 P819 ALG W LN PRCL S2D16M3SE 99.93FT TO NW COR PRCL IN V806 P827 ALG W LN PRCL S2D 13M18SE 200.06FT TO SW COR ALG S LN N89D33M57SE 159.63 FT TO W R/W LN COPELAND BLVD ALG W LN S2D13M1SE 250.51FT S2D14M36SE 200.07FT TO POB

## Exhibit B – Riverside North Guiding Principles

Through the public process, the project team developed a series of guiding design principles with assistance from the Steering Committee to serve as guideposts for shaping the design of Riverside North:

1. **Celebrate the Spirit of Place** – Employ place making principles to create an identifiable sense of place.
  - Public art
  - Culture
  - Urban design
  - Contextually responsible building design
  - Recognizable center
2. **Embrace the Confluence of Rivers** – Connect the site to the rivers and the rivers to the site.
  - Physical
  - Cultural/historic
  - Social
  - Environmental
3. **Promote Community Well Being** – Elevate community wellbeing, happiness and social awareness through a variety of environmentally responsible programs and spaces.
  - Passive and active
  - Natural and urban
  - Civic
  - Educational and interpretive
  - Dry and wet
4. **Address the Edges** – Respect the diversity of site edge conditions.
  - Copeland Avenue Corridor
  - Rivers
  - Causeway Boulevard Light Industrial
  - Riverside Park Area (south of La Crosse River)
5. **Provide Connections** – Place buildings and attractions along a walkable network of interconnecting streets and trails.
  - Green Complete Streets
  - Accessible green and blue trails
  - Transit access
6. **Find the Niche** – Achieve a mix of uses that leverage the uniqueness of Riverside North.
  - Complements Downtown and surrounding developments
    - A mix of uses that supports urban riverfront living
    - A mix of housing types to meet multigenerational needs
    - Recognizable center and edges
    - Able to meet daily needs on foot or bicycle
    - Economically viable in the long- and short-term (sustainable return on investment)

**7. Promote Environmental Consciousness – Utilize green development best practices.**

- Light Imprint/LEED-ND/Green Globes/Sustainable Sites
- Healthy ecosystems
- Clean technology
- Healthy living
- Education/interpretation

**8. A Continuum of Community Engagement – Establish and maintain a collaborative process between community, developers, agencies, and City.**

- Before/during/after charrette
- Pre-post-development structure
- Enabling documents

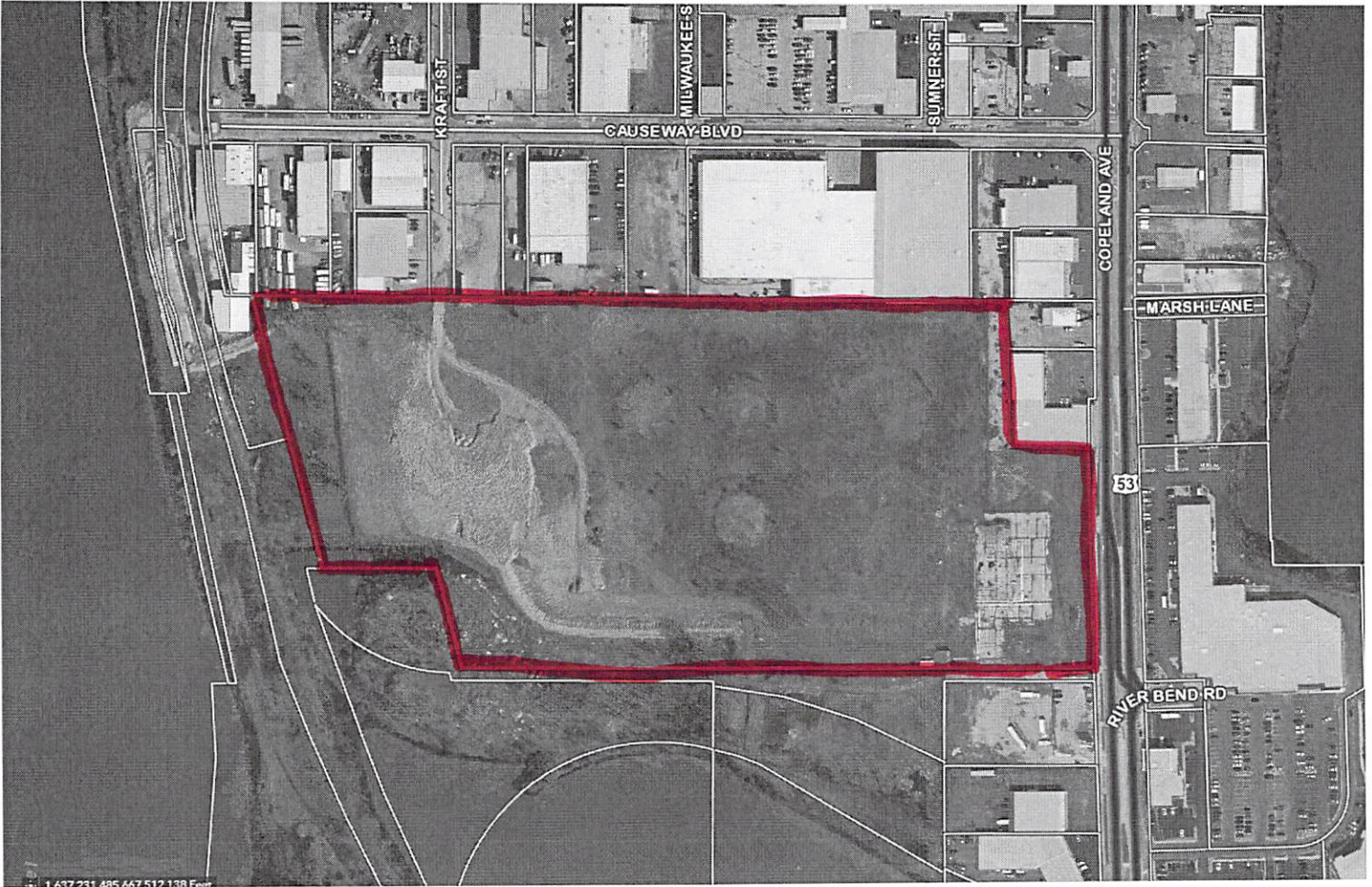
**9. Achieve International Significance – Create an innovative development befitting its internationally significant location.**

- Recognize confluence of Mississippi, Black and La Crosse Rivers
- Rivers are defining features of the site
- Leverage international visitation to the Mississippi River in La Crosse

**10. Embrace Resiliency – Take the long-term view.**

- Manage for change
- Flexible, multi-use public spaces
- Informal, unprogrammed activities
- Build on community's commitment to environmental stewardship

# Exhibit C – Aggregate Developable Land Area



Total Developable Acreage: 25.71 acres

## **Exhibit D – Insurance**

Page is blank – insurance information will be presented at a later date.