PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this _____ (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 RyKey Properties, a limited liability company, having its office at _____(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 housing units and commercial/retail space on Lot 11 as depicted in the developer's proposal and 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 initial term expiring six (6) months after the Effective Date for the Project Site (the "Initial Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the "Extended Term").

2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars ($5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars ($10,000.00).

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 shall not enter into any contract or agreement for the sale or lease of the Project Site to any other party, and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of the Project Site 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. DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings by April 1, 2026. 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. It is agreed that the Developer may form a single purpose entity for the acquisition and development of the Project Site, which entity would be party to the Development Agreement.

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 shall give written notice thereof to Developer, in which event Developer shall have thirty (30) days to cure any such breach or default of this Agreement, and if not so cured by Developer within said Thirty (30) days, 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.

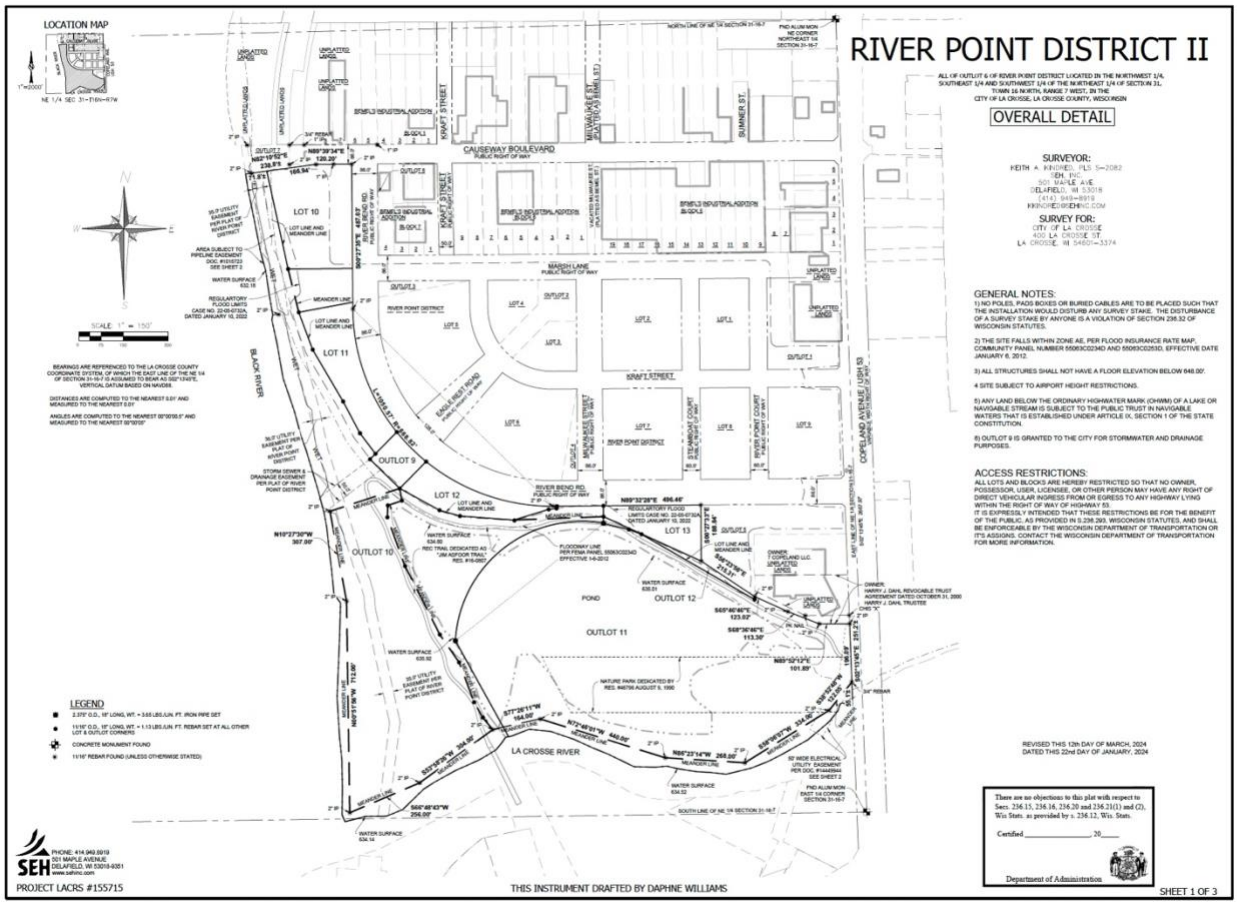
_____

_____
Adam Hatfield, Chair

_____
Andrea Trane, Executive Director/Secretary

[DEVELOPER]

_____
Name, Title

EXHIBIT A

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