



Redevelopment Authority

Agenda

July 20, 2022

PLEASE TAKE NOTICE that there will be a meeting of the Redevelopment Authority on Wednesday, July 20, 2022 at 7:30 a.m., in the Council Chambers, City Hall, 203 S. Farwell Street, Eau Claire, Wisconsin, on the following agenda items:

1. Call to Order and Roll Call
2. Certificate – Dr. Thomas Kemp
3. Review and approval of minutes from 6/15/22
4. Review and approval of May and June financials
5. Public comment for items that are not listed as public hearing or discussion
6. Business items with public hearing or public discussion
 1. None
7. Other Business
 1. Purchase Agreement with Merge, LLC for the purchase of a parcel located along N. Barstow St., known as the Liner Site Remnant
 - A. Staff presentation of the Purchase agreement Terms for the Liner Site Remnant for redevelopment by Merge LLC
 - B. RDA Discussion
 - C. RDA Action: Consideration of a motion to approve the Purchase Agreement for the Liner Site Remnant
 2. Purchase Agreement with Phoenix Parkside II, LLC for the purchase of a parcel located along N. Barstow St., known as the Block 7 Northern Half.
 - A. Staff presentation of the Purchase Agreement terms for the Block 7 Northern Half for redevelopment by Phoenix Parkside II, LLC
 - B. RDA Discussion
 - C. RDA Action: Consideration of a motion to approve the Purchase Agreement for the Block 7 Northern Half
 3. Amendment to the Purchase Agreement with P & R Properties Twin Ports, LLC for property in the Cannery District known as the Platt & Oxford Site
 - A. Staff presentation of the Purchase Agreement Amendment terms
 - B. RDA Discussion
 - C. RDA Action: Consideration of a motion to approve the Amendment to the Purchase Agreement with P & R Properties Twin Ports, LLC
8. Executive Director's Report
9. Next meeting date—August 17, 2022
10. Adjournment

This notice is given in accordance with the provisions of Subchapter V of Chapter 19 of the Wisconsin Statutes.

In order to accommodate the participation of persons with special needs at this meeting, the City will provide the services of a sign language interpreter or make other reasonable accommodations on request. To make such a request, please notify the City at 715-839-4902 at least 2 days prior to the meeting. Notice is hereby given that members of the City Council may be present at the foregoing meeting to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d408 (1993), and must be noticed as such, although the Council will not take any formal action at this meeting.

Dr. Thomas Kemp / aks

Dr. Thomas Kemp, Chair

c: News Media

development Authority for the City of Eau Claire
Minutes
Wednesday, June 15, 2022
City Hall Council Chambers

Members Present: Emily Berge, Jenny Fesenmaier, Tom Kemp, Connie Pedersen

Members Absent: Pam Haller, Dave Solberg, Wayne Wille

Others Present: Aaron Brice (Ambient Inks)

Staff Present: Sara Larsen, Aaron White, and Jake Wiensch

1. Call to Order and Roll Call. This meeting was called to order by Dr. Tom Kemp at 7:34 a.m.
2. Review and approval of minutes from 5/18/2022. The meeting minutes from 5/18/2022 were reviewed and a motion to approve was made by Ms. Fesenmaier. Second by Ms. Berge. The motion was carried.
3. Review and approval of financials. Financials will be deferred for approval until next month's meeting on 7/20/2022.
4. Public comment for items that are not listed as public hearing or discussion. None at this time.
5. Business items with public hearing or public discussion.
 - A. None
6. Other business items:
 - a. Ambient Inks, Cannery District Redevelopment Proposal
 - i. Seeking a MOU to allow Ambient Inks a redevelopment of the Riverside site in the Cannery District. Mr. White gave an overview of the project proposal. Aaron Brice, founder of Ambient Inks was present to give a brief overview of the project and answer questions.
 - ii. RDA Discussion: Mr. Kemp asked a question regarding the loading dock on the south side of the building. Mr. White explained the loading dock location, so it would not interrupt the new Cannery Park.
 - iii. RDA action: Consideration of a motion to authorize City staff to enter into negotiations of a MOU with Ambient Inks for a redevelopment of the Riverside Site in the Cannery District.
 - iv. Ms. Berge moved to approve. Ms. Pederson seconded. Motion approved.
 - b. Purchase Agreement with Merge, LLC authorizing the sale of RDA property known as the Liner Site Remnant located in the N. Barstow Redevelopment District for construction of mixed-use development.
 - i. Mr. White gave presentation of the Purchase Agreement Terms. Mr. White mentioned that this project will have a TIF ask and commence construction in 2023 and finish is 2024.
 - ii. RDA Discussion: Ms. Berge asked about the smaller retail spaces proposed to be on the bottom floor of the proposed project. Ms. Pederson asked about the parking situation for the proposed site and if it would have a shared wall with the new Eau Claire Children's Museum. Mr. White mentioned they would have 60 parking spaces allocated to the building from the existing parking structure. Ms. Berge and others voiced concerns with the height of the proposed building in relation to the parking structure and the Children's Museum. Mr. White said

he had conversations with the Children’s Museum regarding the height and they didn’t have any concerns with it affecting their solar on the roof. Entire board suggests to contact the Children’s Museum again to confirm the height of the building and make sure there are no issues.

- iii. RDA action: Consideration of a motion to approve the Purchase Agreement for the Liner Site Remnant located in the N. Barstow Redevelopment District to Merge, LLC for construction of a mixed-use development. Ms. Berge moved. Ms. Pederson seconded. Ms. Fesenmaier stated she was not a fan of the building and its height; was concerned with the height and wants the two buildings to mesh well together. Ms. Berge asked if the Children’s Museum has seen the design of the building? Mr. Kemp asked how short is the life in that TID? Mr. White stated that they could potentially table this until the next RDA meeting to do further reach out to the Children’s Museum. Ms. Berge made the motion to table this Purchase Agreement with Merge, LLC to the July 20th RDA meeting. Ms. Pederson seconded. Motion approved.

7. Executive Director’s Report. Mr. White reported that there is a lot of projects in the community. We are continuing to move forward on the Cannery District as well as the Block 7 projects.
8. Announcements – None
9. Next meeting date— July 20, 2022
10. Adjournment – Motion to adjourn by Ms. Fesenmaier. Seconded by Ms. Berge. Meeting adjourned at 8:02 a.m.

Dr. Tomas Kemp, Chair

MEMORANDUM**FINANCE DEPARTMENT**

Date: July 20, 2022

To: Redevelopment Authority Board

From: Jason Rohloff, Budget Analyst

Subject: Budget and Actuals Report

Attached is the RDA Budget and Actuals Report as of June 30, 2022 which reflect all revenues and expenditures from May and June 2022. This report presents year-to-date budgeted and actual expenditures in the Operating Budget and actual expenditures in the Capital Budget. Revenues, expenditures, and other funding sources are reported once they are realized.

As of June 30, 2022, FY22 RDA operating expenditures total \$5,940, all of which was spent on surveying work done at 2000 Oxford Avenue.

REDEVELOPMENT AUTHORITY

Year-to-Date Budget

Period Ending: June 30

	Revised Budget	Actual
OPERATING REVENUES		
Interest on Notes	\$ -	\$ -
Principal Payments from Notes	-	-
Rent	-	-
Gifts/Donations	-	-
Transfer from General Fund	97,200	97,200
Sale of Land	-	-
Use of Fund Balance	<u>18,400</u>	<u>-</u>
Total operating revenue	<u>115,600</u>	<u>97,200</u>
OPERATING EXPENSES		
Personnel	-	-
Contractual Services	5,400	5,940
Utilities	11,100	-
Fixed Charges	1,500	-
Materials & Supplies	100	-
Contributions & Payments	-	-
Loss on Sale of Property (Non-Op Proprietary)	-	-
Bond Issue Costs	<u>32,500</u>	<u>-</u>
Total expenses	<u>50,600</u>	<u>5,940</u>
Change in Working Capital from Operations	<u>\$ 65,000</u>	<u>\$ 91,260</u>

RDA Development Projects
Period Ending: June 30

	Program 4955406	Total Funding
Funding	\$ 348,000	348,000
		-
Project Costs		-
1807 Oxford Ave	-	-
2000 Oxford Avenue	-	-
10 Platt Street	-	-
1704 Oxford Avenue	-	-
106 Cameron Street	-	-
Cannery Redevelopment District	-	-
Block 7	-	-
Transfer from CIP to Operating	-	-
Total Project Costs	<u>-</u>	<u>-</u>
Funding available before commitments	<u>348,000</u>	<u>348,000</u>
Less Estimated Commitments*:		
Cannery Redevelopment District	<u>\$ -</u>	<u>\$ -</u>
Other Redevelopment Activities	<u>-</u>	<u>-</u>
Total Commitments	<u>-</u>	<u>-</u>
Uncommitted Funding	<u><u>\$ 348,000</u></u>	<u><u>\$ 348,000</u></u>

**Commitments are outstanding purchase orders.*

Liner Site Remnant

Merge Urban Development Proposal

Liner Site Remnant-Remnant of Liner site-former Monarch Ventures Proposal Site



Merge concept



Mixed-use Development

- 5-story with ground floor commercial
 - 5600 square feet total
- 52-units of studio, 1 bedroom, 2 bedroom apartments
 - 52,000 square feet total
- \$8 million minimum tax value

Liner Site Remnant-preliminary site plan

LINER SITE /// EAU CLAIRE, WI

MERGE URBAN DEVELOPMENT GROUP

5 STORY CONCEPT + ROOF DECK

52,000 GSF Total
5,600 NSF Commercial
750 SF Roof Deck

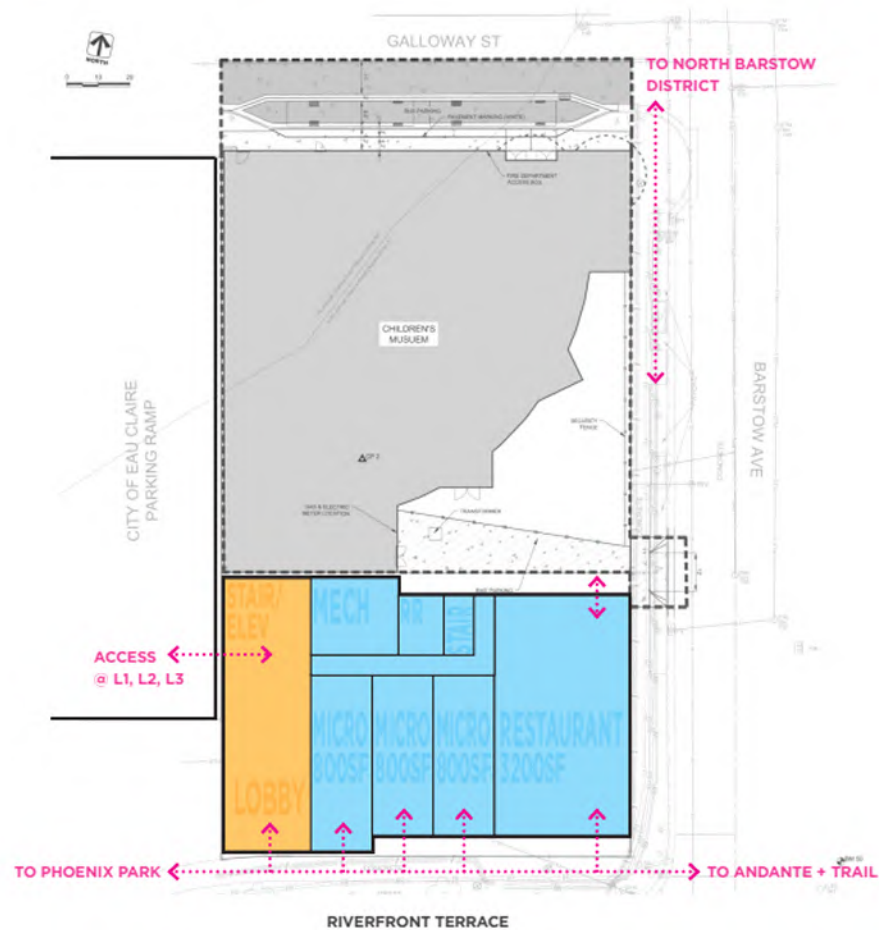
52 Dwelling Units @ 600 SF avg

20% Studio
20% Studio+
20% 1 Bedroom
20% 1 Bedroom+
20% 2 Bedroom

Parking at connected parking garage

GROUND PLANE DIAGRAM

NTS



Liner Site Remnant-Scale perspective

LINER SITE /// EAU CLAIRE, WI

HISTORIC DATUM

PROPOSED HISTORIC ZONE

The brick base of each of the buildings will relate to the established height datum set by the surrounding context. Similar to the historic buildings, this datum will shift, both in height and depth, to create an activated edge condition. By creating a street scape that all types of users enjoy, it ensures an active and lively site.

PROPOSED COMMERCIAL ZONE

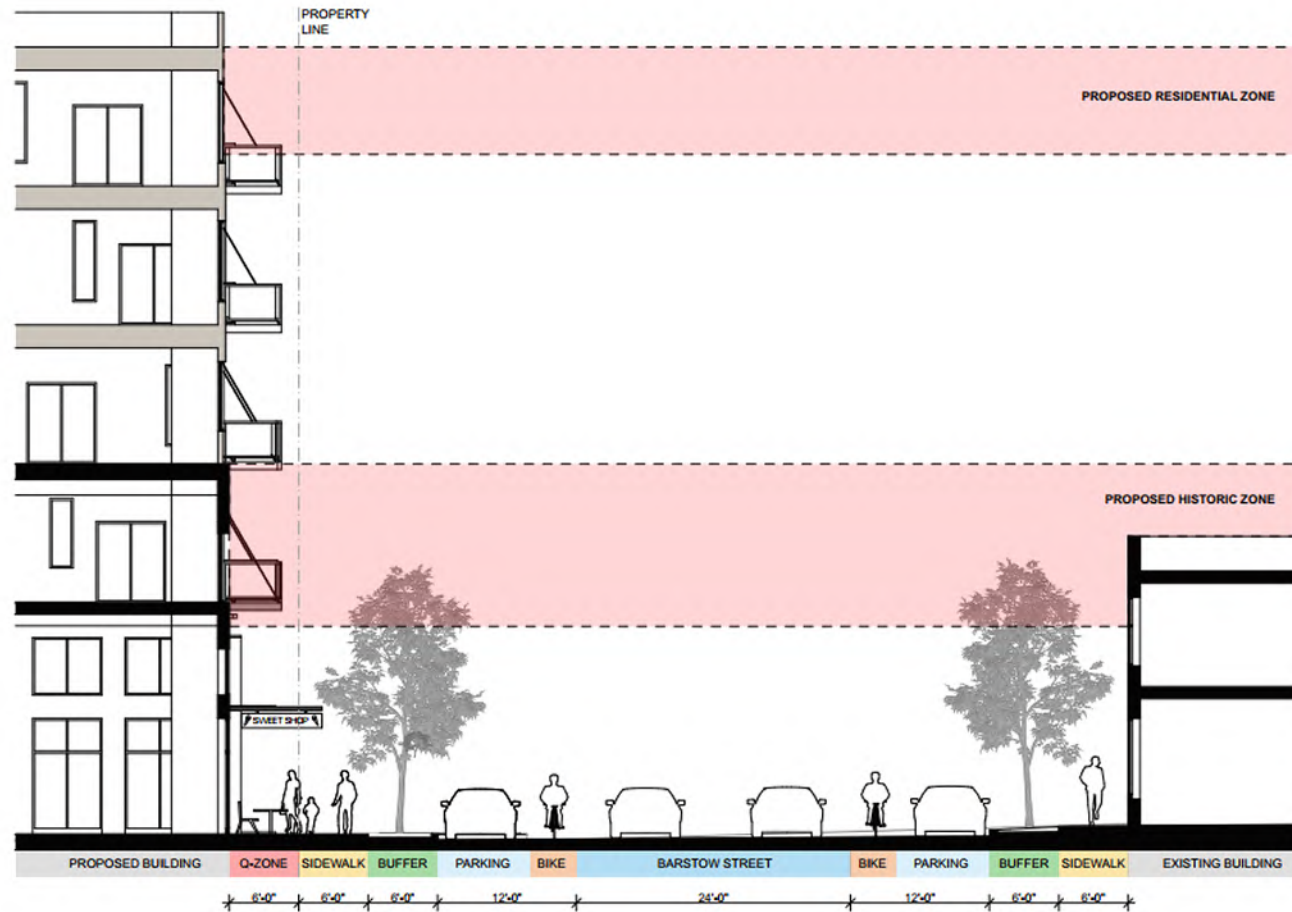
This portion of each building is designed to be secondary to the experience of the pedestrian. Each building changes its typology once it passes the historic zone and fades from notice when experiencing the edges of the buildings. The balconies + window placement above the proposed historic zone will relate to the playful and rhythmic experience of music. Each building will have a different placement of the windows and balconies, but will relate to one another, similar to music.

N. Barstow Street Section

Scale: Not to Scale

Q-ZONE

The Q-Zone is the area adjacent to the building that activates the streetscape. This area is devoted to allowing the building to interact with the pedestrians. This can happen in a variety of ways, such as spill out areas for commercial spaces, planters that soften the hard edges of the building, excentuated entryways that guide the experience, or bicycle parking.



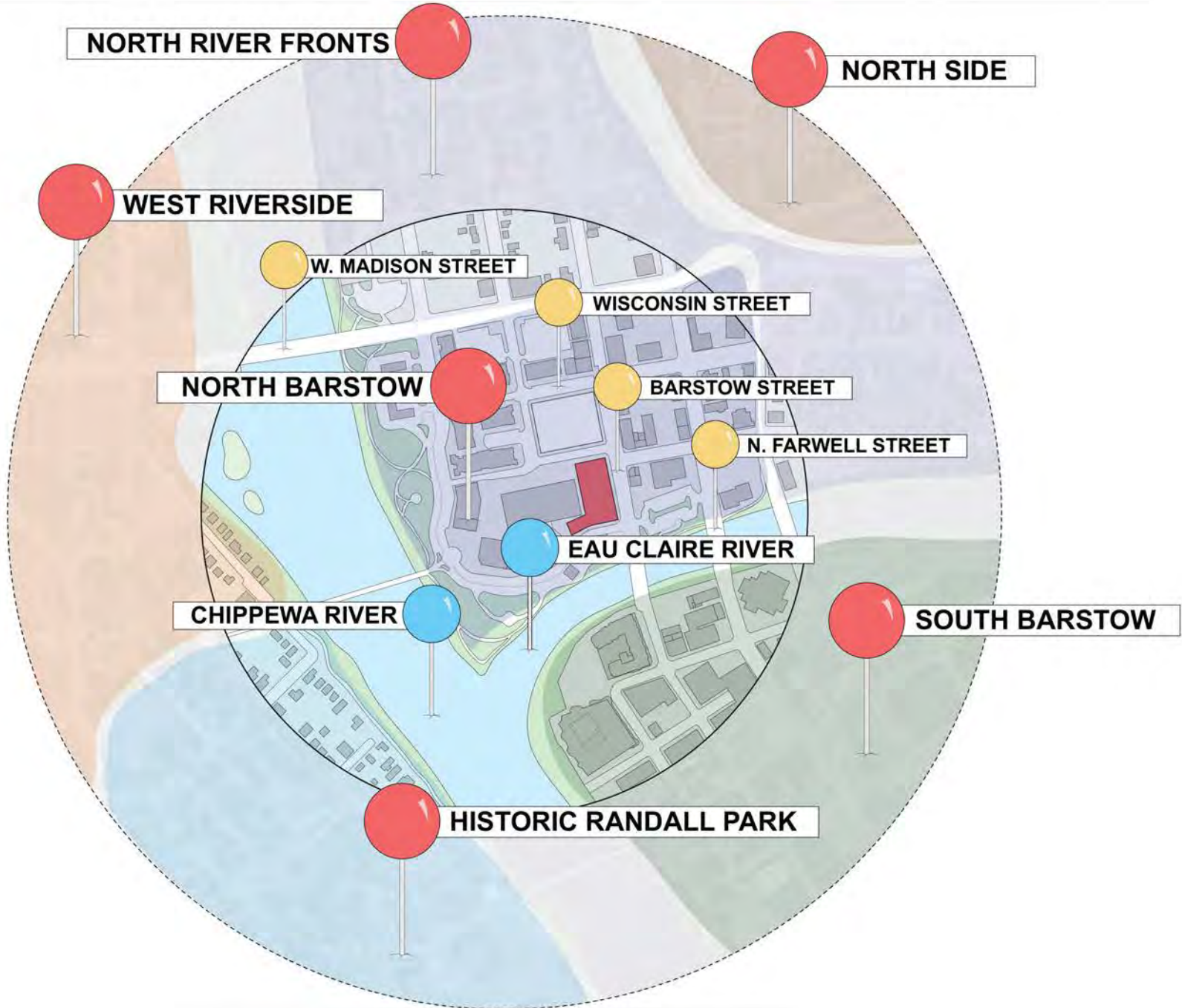


9NITSHOT
ARCHITECTURE

MERGE
URBAN DEVELOPMENT GROUP

LINER SITE /// EAU CLAIRE, WI

DESTINATIONS



LINER SITE /// EAU CLAIRE, WI

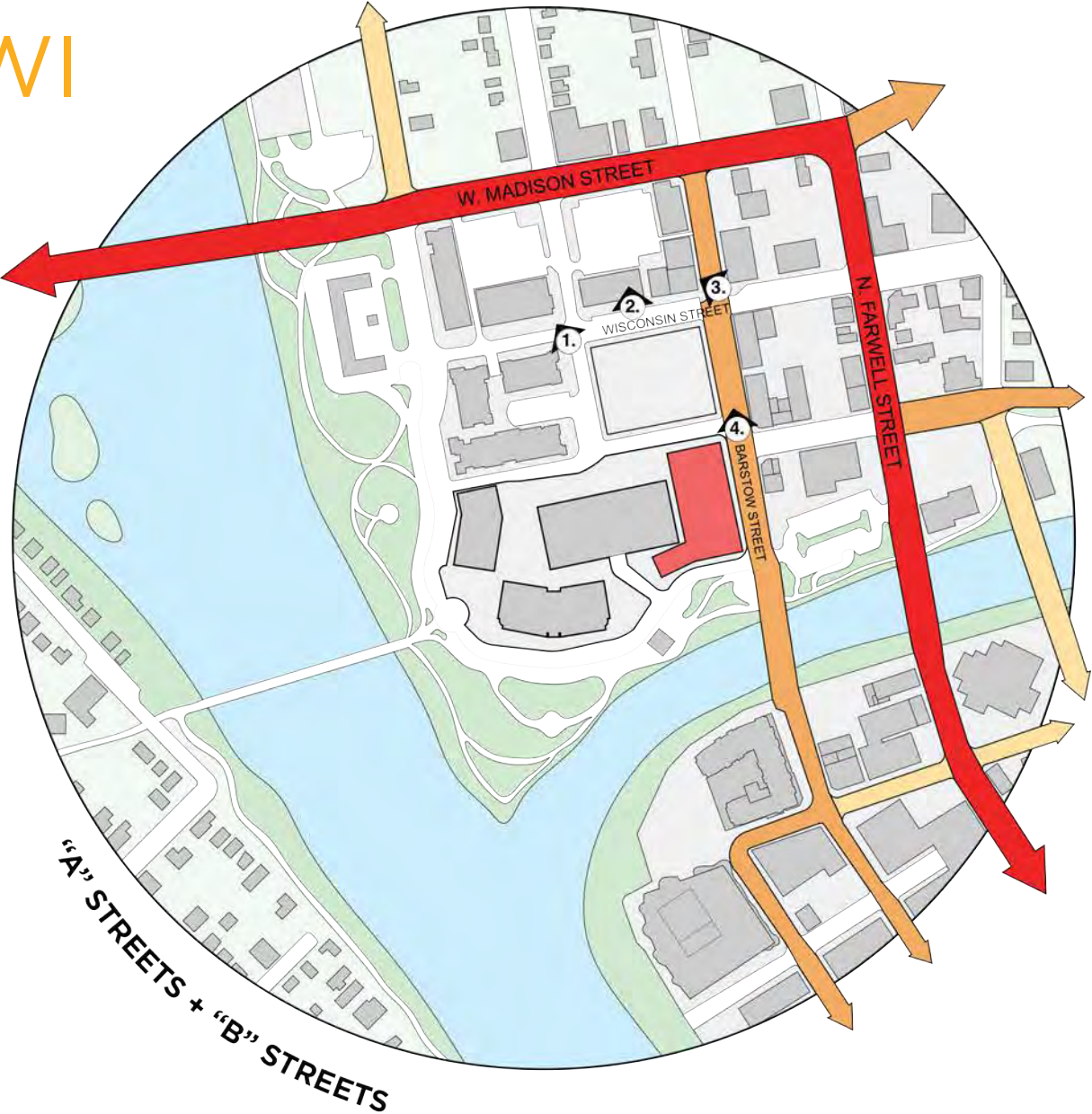
CONTEXT

- Principal Arterial
- Minor Arterial
- Collector

VEHICULAR TRAFFIC

Diagram is representing the Major Artery connections in dark red, these connections have been studied in the 2015 by the city of Eau Claire and show to be the heaviest in traffic. Connecting North Barstow to other neighborhoods.

The diagram is also representing Collector streets that are less dense in traffic but still are highly important as they connect the bus routes and connect you to the artery streets.



MAJOR/MINOR STREET DIAGRAM

Scale: NOT TO SCALE

Existing Views (Left to Right)

1. Residential walk up units on Wisconsin street.
2. Residential walk up units on Wisconsin street.
3. Retail to residential transition on Wisconsin street.
4. Retail along Barstow street.



Source: Eau Claire Neighborhoods on Walk Score. Walk Score. www.walkscore.com/WI/Eau-Claire



Source:



Source: "What Is Catch a Car." Catch a Car. www.catch-a-car.ch/en/free-floating-carsharing



Source: Kwon, Anos. "The Five Levels of Autonomous Driving." Web2-arz. Web2-arz.Com. 12 May 2017

LINER SITE /// EAU CLAIRE, WI

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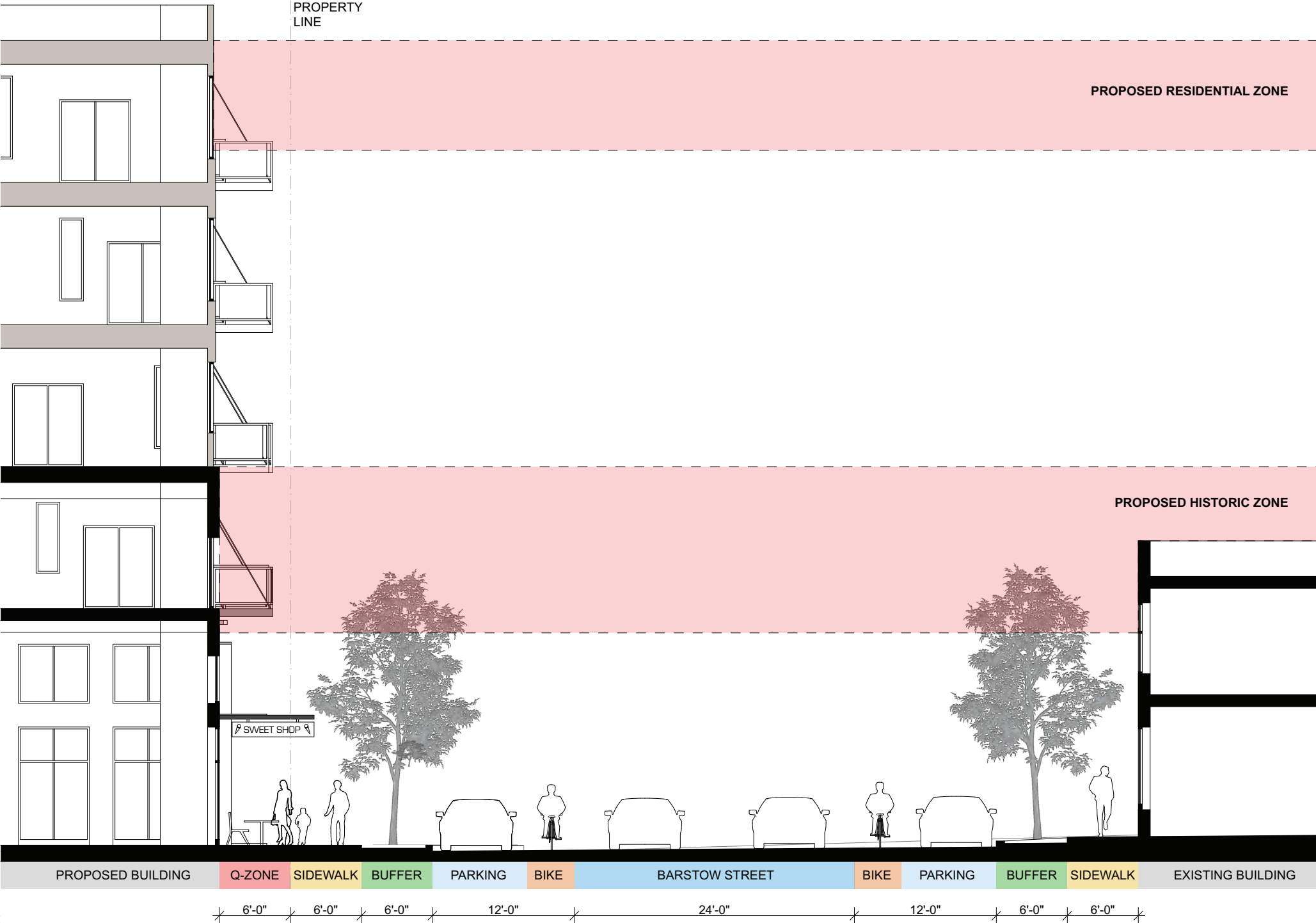
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LINER SITE /// EAU CLAIRE, WI

MERGE URBAN DEVELOPMENT GROUP

5 STORY CONCEPT + ROOF DECK

52,000 GSF Total

5,600 NSF Commercial

750 SF Roof Deck

52 Dwelling Units @ 600 SF avg

20% Studio

20% Studio+

20% 1 Bedroom

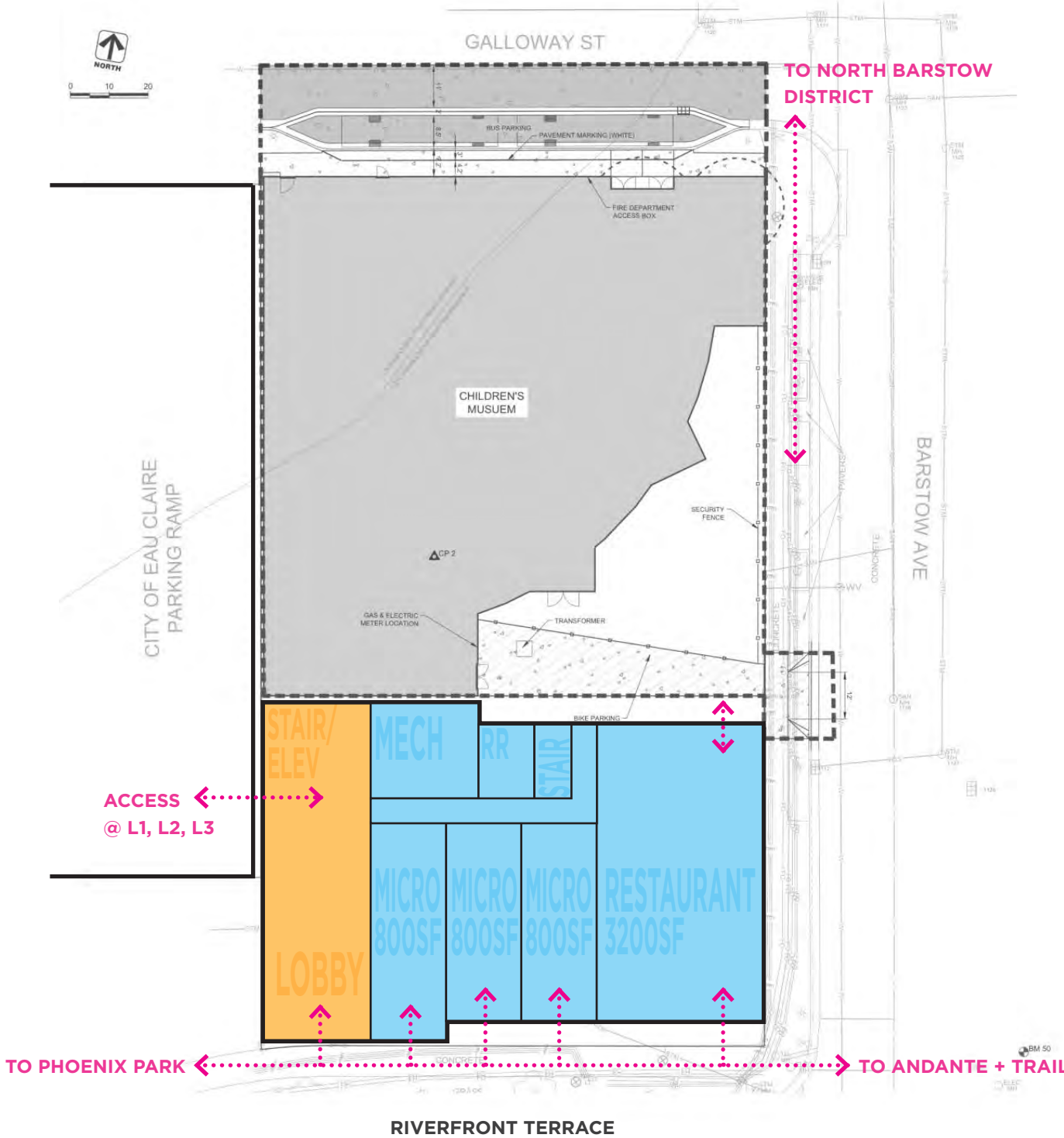
20% 1 Bedroom+

20% 2 Bedroom

Parking at connected parking garage

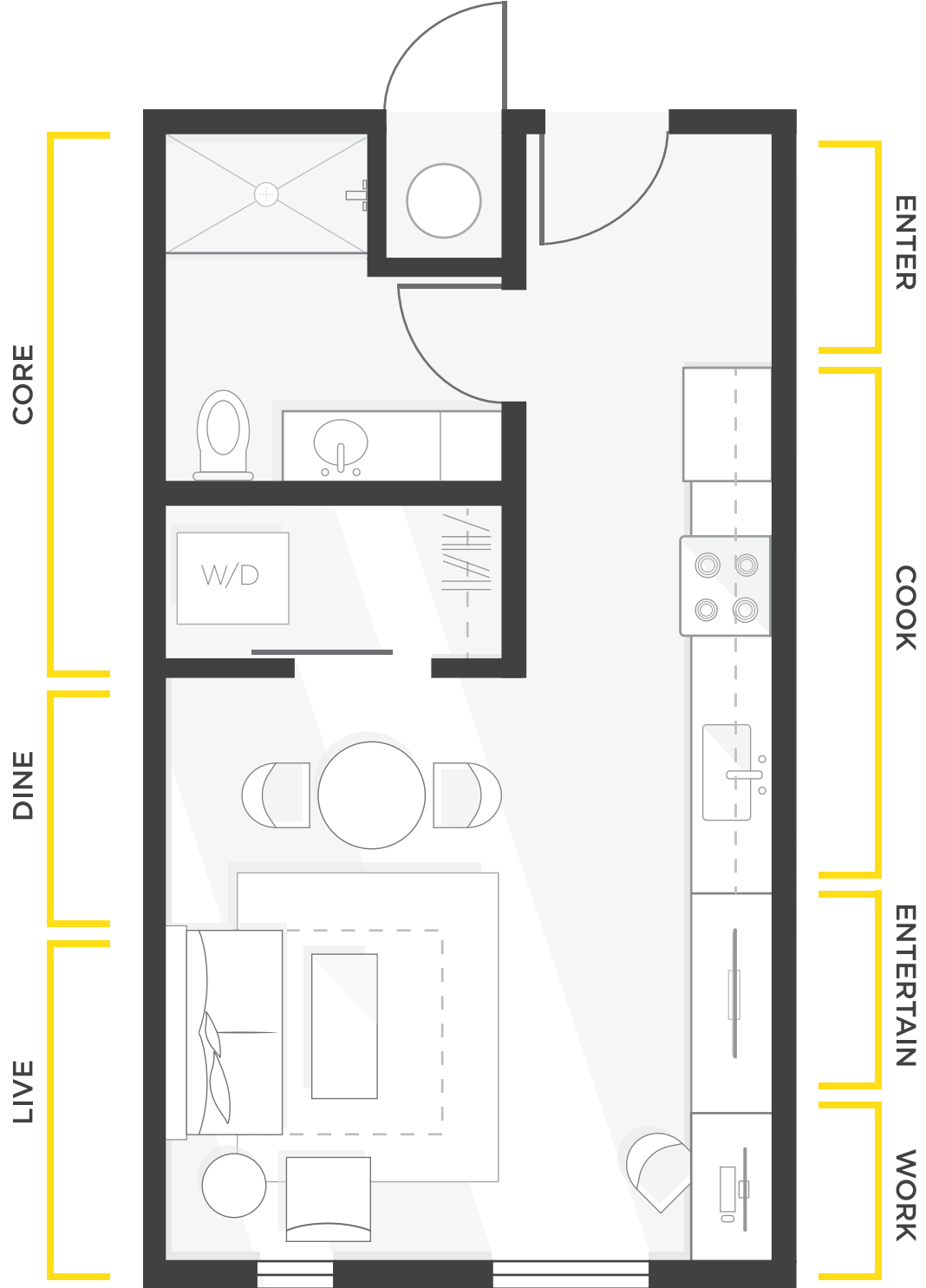
GROUND PLANE DIAGRAM

NTS



LINER SITE /// EAU CLAIRE, WI

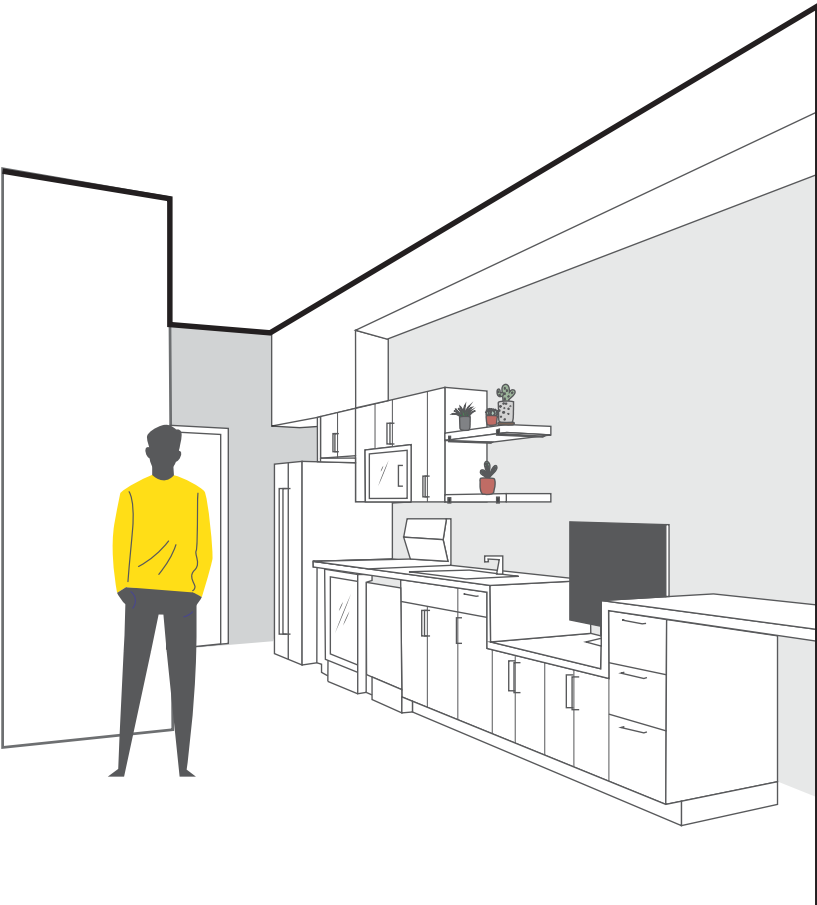
LIVING WELL



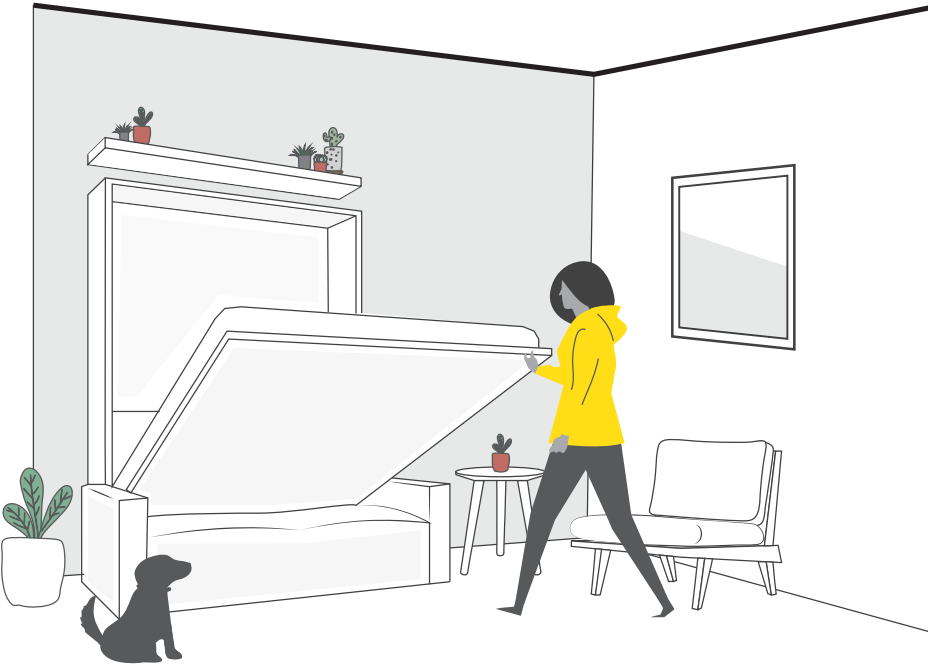
457SF

FEATURES

- Living room and dining area
- Built-in Murphy bed and sofa
- Ample cook and prep areas
- Built-in media center and desk work surface
- Stacked washer and dryer
- Closet / linen storage



EFFICIENT, COMFORTABLE, AND COMPACT KITCHEN SPACE WITH AMPLE WORK SURFACES AND STORAGE.



BUILT-IN MURPHY BED TRANSITIONS SEAMLESSLY FROM DAY TO NIGHT, OFFERING ADDITIONAL FLEXIBILITY.

LINER SITE /// EAU CLAIRE, WI

SOUTHEAST VIEW

OUTDOOR LIVING ON THE RIVER

Residential units and outdoor spaces front views to toward the river and urban street spaces.

HISTORIC DATUMS

Building responds to the two story datums established by the historic brick buildings on Barstow Street.

STEPPED FORM

The mixed-used mass utilizes a stepped form to relate to the context and become a backdrop to the neighboring Children's Museum.

Barstow Avenue + Riverfront Terrace

Eau Claire, WI



MOTION

1. I hereby move to approve the Purchase Agreement authorizing the sale of RDA property known as the Liner Site Remnant located in the N. Barstow Redevelopment District, to Merge, LLC for construction of a mixed-use development.

Offered by:

Seconded by:

Passed:

Meeting of the Redevelopment Authority of the City of Eau Claire
7/20/2022

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this “Agreement”), dated this ___ day of _____, 2022, by and between **Merge, LLC**, an Iowa based company, (herein, together with its successors and assigns, referred to as “Developer”) and the **Redevelopment Authority of the City of Eau Claire**, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, (herein, together with its successors and assigns, referred to as “the RDA”), collectively referred to herein as the “Parties”.

WHEREAS, the RDA owns certain real property located at 126 N. Barstow Street in the city of Eau Claire and within the jurisdiction of the RDA (“Property”), which was formerly blighted property in need of urban renewal and now, having been acquired and made site ready, is available for sale and beneficial redevelopment that will maximize utilization and return on investment of adjoining public parking structure and adjacent public trail and park improvements along the Eau Claire River; and

WHEREAS, Developer has proposed construction of improvements on the Property, and seeks to negotiate this Purchase and Development Agreement (“Agreement”) with the RDA for a portion of the Property (see “Lot 1 **Exhibit 1**) for a 5-story, 52-unit dwelling consisting of approximately 52,000 SF, mixed-use commercial space of approximately 5,600 SF, and a 750 SF roof deck on the Property, add to local property value, and improve public use and enjoyment of downtown Eau Claire and its adjoining neighborhoods; and

WHEREAS, the RDA and Developer acknowledge that the redevelopment of the Property is within Tax Incremental Financing District #8 have substantially increased the desirability of the Property for redevelopment and that without the public investments made through TID #8 to date and as outlined in this Agreement, this project would not occur.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms.

- (a) “City” shall mean the city of Eau Claire.
- (b) “Closing Date” is date of Property transfer, which shall occur on or before December 31, 2022, unless mutually extended in writing by the Parties.
- (c) “Development Plan” shall mean the Developer proposed site plan, attached hereto as **Exhibit 2**, as the same may be amended from time to time to reflect any changes to the Developer Improvements include a 5-story building with 52-units of dwellings, mixed-use commercial space, a restaurant and a roof-top deck.
- (d) “Developer Improvements” shall mean the site preparation and construction on the Property by Developer, 52 units of dwellings, a restaurant, commercial office space, and as further described in the Development Plan.

(e) “District” shall mean Tax Incremental Financing District #8, and any amendments and overlays thereof, created by the City under authority granted by § 66.1105, Wis. Stats.

(f) “Parking Structure” shall mean the 4-level City of Eau Claire North Barstow Parking Facility located at 303 Galloway Street, and adjoining the Property.

(g) “Property” shall mean such real property generally depicted in **Exhibit 1** as Lot 1, an approximately 11,600 square feet lot of the total parcel at 126 N. Barstow Street (known as the “Liner Site”), subject to the terms and conditions as contained herein. The RDA currently owns the Liner Site. A two lot CSM was created dividing the Liner Site into Lot 1 of approximately 11,000 SF +/- and Lot 2 of approximately 20,000 SF +/- . Lot 2 was purchased by the Children’s Museum of Eau Claire for construction of a new multi-story children’s museum.

Section 2. Purchase Agreement.

Subject to the terms and conditions set forth in this Agreement, Developer hereby agrees to purchase, and the RDA hereby agrees to sell by warranty deed, the Property, as more fully described in **Exhibit 1**, in the City of Eau Claire, County of Eau Claire, Wisconsin on the Closing Date, time being of the essence.

Section 3. The Purchase Price.

Purchase price shall be One Hundred Sixteen Thousand Dollars (\$116,000).

Section 4. Commencement of Construction.

(a) Subject to the Agreement, Developer shall commence construction in 2023 and shall materially complete construction of all improvements as have described herein and indicated on the approved site plan for the Property as evidenced by issuance of occupancy permits by City on or before December 31, 2024.

(b) Except to affiliated entities pursuant to Section 12 (b), prior to completion of the improvements on the Property as provided in the Agreement, Developer shall not sell or otherwise transfer the legal or equitable ownership of the Property.

Section 5. Development and Improvement of Property.

(a) Developer shall design and construct a building, exterior facades and other improvements on the Property generally consistent with the plans and design elevations depicted in **Exhibit 2**. The Parties expect to further refine and detail the construction plans and respective Developer and RDA work in this Agreement. Each party is responsible for their own design and construction costs. The City has final legislative review and approval authority.

1. Subject to the terms of the Agreement, Purchaser shall construct a 5-story, 52-unit dwelling consisting of approximately 52,000 SF, mixed-use commercial space of approximately 5,600 SF and a 750 SF roof deck on the Property. Purchasers building is expected to share a common wall and include internal fire-rated connections to the adjoining Children’s Museum of Eau Claire building in Lot 2.

2. Developer may additionally construct a drop-off / pick up drive and temporary parking area on the Property and adjacent to the southern entrance to the Parking Structure, subject to prior review and written approval of design by the City Engineer. Upon completion of said improvements, Developer shall either offer to dedicate the land and improvements as public right of way or execute a public use and access easement in form and substance acceptable to the City Attorney, both also subject to City Council acceptance.

(b) Developer shall construct all structures to a level equal or greater to the quality of skill and materials generally utilized in new construction in the Eau Claire marketplace with exterior appearances to all street sides of the building comparable or superior to new construction in the North Barstow Redevelopment District.

1. The site plan shall be consistent with the North Barstow Design Guidelines.

2. The site plan shall be consistent with the City of Eau Claire Code.

(c) Developer shall be solely responsible for obtaining zoning, site plan, and any and all other necessary approvals from City prior to constructing any improvements upon the Property.

(d) Provided that the Inspection Period as defined in Section 10(a) has expired and the RDA has conveyed the Property to Developer, Developer shall construct and timely complete, subject to force majeure, the Developer Improvements on the Property on or before December 31, 2024. Completion for this purpose shall mean issuance of occupancy permits, which the City shall not unreasonably withhold.

1. All work performed by or on behalf of Developer shall be done in a workmanlike manner consistent with prevailing industry standards and consistent with North Barstow District Design Standards adopted by the Eau Claire Redevelopment Authority and the City approved site plan or general development plan.

2. Utilities are believed by the Parties to be located in adjacent public right-of-way. Developer shall bear the cost, unless expressly indicated otherwise in this Agreement, of utility extensions, relocations, and connections to and locating upon the Property electrical service, natural gas service, cable television service, and all other utilities necessary to improve the Property for Developer Improvements.

Section 6. Tax Status.

(a) Developer intends a capital investment of approximately \$8.0 million. Developer agrees to ensure the City general real estate tax revenue on a total final assessed valuation of Lot 1 and improvements thereon of approximately \$8.0 million as of January 1, 2025, (the "Minimum Assessed Value Guaranty") and thereafter, for the life of any tax increment district ("TID") or the next 30 years thereafter, whichever is greater (the "Term"). If the assessed valuation of the Property and improvements thereon should not meet the Minimum Assessed Value guaranty, Developer shall make payment according to a payment in lieu of tax ("PILOT") agreement pursuant to which Developer shall agree to pay to the City of Eau Claire the resulting deficiency in anticipated local property tax revenue resulting from the Property and improvements thereon during the Term. The Developer shall execute at or before the Closing Date a PILOT in a form the same or substantially similar to that attached as **Exhibit 4** and recorded thereafter.

(b) Developer agrees that they shall not, without the consent of the City, use or permit use of Lot 1 in any manner which would render any of the property exempt from general property taxes as long as all or any part of those properties remain a part of the "TID" or 50 years whichever is greater. City's consent to the foregoing may be conditioned upon the obligation of the Developer or then owner of Lot 1 to enter into a PILOT agreement.

(c) Developer shall be prohibited from selling or transferring all or any portion of Lot 1 to a non-general property tax paying party or entity while all or any portion of Lot 1 is a part of the TID, unless a PILOT agreement is entered into which is acceptable to the RDA. The restrictions imposed herein shall be contained in the deed from the RDA to Developer and shall be fully set forth and agreed to under the terms of the Agreement.

Section 7. Tax Increment Financing or Public Development Assistance.

The Developer has made a tax increment financing ("TIF") request or other request for public assistance in the amount of Eight Hundred Thousand Dollars (\$800,000).

(a) Any TIF financing must meet the "But For" test and all other statutory requirements of the use of tax increment financing. The city of Eau Claire ("City") makes TIF determinations and in addition to following all state laws also follows its own TIF policy guidelines for the amount and type of incentives available on a project. Developer acknowledges it is aware of the City's Use of TIF Policy (**Exhibit 3**) and shall make any request for TIF assistance in conformance with it. For projects involving a Developer TIF request for a cash grant or any form of City financial assistance, Developer agrees it shall produce project financial pro forma and such other financial information as the City shall reasonably request for its internal review and the review of the City's financial consultants.

Section 8. City Parking Structure/Parking.

(a) The Developer has made or may make a request for use of the City's structured parking facility adjoining the Property. The RDA will work with the City to facilitate, review and seek approval for Developer to make structural attachments to the City parking facility and penetrations into the parking facility to allow direct access from Developer's building into the parking facility.

(b) City shall provide the tenants and occupants of the Property up to sixty (60) parking spaces for non-exclusive use in the North Barstow Ramp which shall permit the individual tenants and occupants of the Property a limited license from the City to park personal vehicles in the North Barstow Ramp at rates and on such other terms and conditions established by the City, provided they are consistent with terms applied to other like users and parking spaces within the City of Eau Claire. Parking permits are issued on a first-come and non-priority basis and may be terminated or reassigned to other tenants or occupants for non-payment or any lawful reason at City's sole discretion.

Section 9. Access Before the Closing Date.

Developer and its contractors and agents shall have access to the Property for the purpose of inspection and testing as may be deemed necessary or desirable to satisfy Developer as to the condition of the Property, including (without limitation) access for surveys, soil tests, engineering investigations, and environmental audits, investigation, and testing. Unless otherwise provided in this Agreement, such inspection and testing shall be at Developer's sole cost and expense. The Property shall be returned to its pre-inspection and testing condition by Developer and its contractors and agents after the completion of any inspection or testing conducted by or at the request of Developer. Developer hereby agrees to indemnify and hold harmless the RDA and the City and their employees and agents from and against any and all claims, liabilities, losses, and

costs arising in connection with any negligent or wrongful conduct of Developer in conducting any tests or inspections permitted hereunder.

Section 10. Environmental and Site Conditions. No representations or warranties are made regarding any environmental or site condition of the Property. Developer shall rely exclusively on its own inspection, and such other independent knowledge in proceeding with the purchase of the property and its suitability for the intended development and shall not rely upon any representation or warranties of the RDA, City, or any of its employees, officers or agents. The RDA shall provide Developer with any Phase I or II Site Assessments in its possession regarding Property and provide Developer such other information on the Property to the best of its knowledge at Developer's request.

(a) **Inspection Period.** The RDA hereby agrees that Developer shall have the unqualified right to terminate this Agreement at any time during the period up through and including 5:00 p.m. on that date which is thirty (30) days from the date that the RDA and Developer have both executed this Agreement (said period referred to as the "Inspection Period"). If Developer desires to exercise its option to terminate this Agreement, it shall do so by serving written notice of such exercise on the RDA on or before the expiration of the Inspection Period, whereupon this Agreement shall terminate without costs or further obligations to either Party. If Developer elects to obtain a Phase II environmental assessment, Developer shall be entitled to extend the Inspection Period for a period of an additional thirty (30) days. To exercise its right to extend the Inspection Period, Developer shall provide the RDA written notice on or before the expiration of the initial thirty (30) day Inspection Period of its intent to extend said period to obtain a Phase II environmental assessment. Developer shall be permitted to perform invasive testing, sampling, boring, or drilling at the Property in connection with its inspection of the Property. The cost of any Phase II environmental assessment shall be paid by Developer.

(b) **Limitation of Warranty.** Except as expressly stated in Section 16, RDA disclaims any and all warranties of any kind regard to the Property and Developer accepts it "as is where is".

Section 11. Contingencies. In addition to any conditions to closing or other contingencies set forth elsewhere in this Agreement, the Parties' obligation to conclude the purchase of the Property is conditioned on the following, which shall be invoked, if at all, upon written notice to the other party, and, except as expressly modified below, must be invoked prior to the Closing Date. The transfer of the Property or expiration of the Closing Date shall waive all contingencies without cost or obligation to either Party.

(a) **Zoning and Approvals.** Developer, on or before the Closing Date, shall obtain, at Developer's sole cost and expense, all state, county, and local licenses, permits, and approvals (including, without limitation, proper zoning) necessary to develop the Property and construct the Developer Improvements thereon. The RDA agrees to support Developer in any request for variances or conditional uses to construct the Developer Improvements. Should the Developer be unable to gain all necessary governmental approvals the Developer may terminate this Agreement prior to Closing at its sole discretion.

(b) **Title Work.** Title to the Property to be conveyed shall be acceptable to Developer in accordance with the provisions of Section 12 herein.

(c) Utilities. An ALTA survey identifying the location of all utilities serving the Property shall be provided by RDA to Developer at least thirty (30) days prior to the Closing Date. Should the Developer determine that the utilities are not adequate to serve the intended development, it may either effect such changes at its expense or terminate this Agreement prior to Closing at its sole discretion.

Section 12. Conveyance of Title.

(a) Upon payment of the purchase price (and satisfaction of the other conditions' precedent set forth in this Agreement), the RDA shall convey the Property by warranty deed (as provided herein), free and clear of all liens and encumbrances, municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and its pro rata share of general taxes levied in the year of closing (provided none of the foregoing prohibit development of the Property for the intended use), which constitutes merchantable title for purposes of this transaction. The RDA further agrees to complete and execute the documents necessary to record the conveyance.

(b) Prior to completion of the Developer Improvements as provided in this Agreement, Developer shall not sell or otherwise transfer the legal or equitable ownership of the Property, in whole or in part, directly or indirectly, whether by deed, assignment of beneficial interest, or otherwise, without the prior written consent of RDA, except to: (1) a subsidiary or affiliate, provided that Developer or a principal of the Developer directly or indirectly owns and controls fifty percent (50%) of the equity of such subsidiary or affiliate, or (2) an institutional lender providing the financing for the construction of the improvements on the Property, provided that nothing in this paragraph (b) shall prohibit Developer from leasing office space for such improvements to unaffiliated tenants prior to the completion of the improvements on the Property. Developer may assign its interest in the Property through this Agreement to a limited liability company with common principals to those of Developer. The Parties shall execute a Deed Restriction the same or substantially similar to that attached as **Exhibit 5** and the RDA shall record it thereafter.

Section 13. Title Insurance and Survey.

(a) Title Commitment. As soon as reasonably possible but no later than sixty (60) days from the effective date of this Agreement, the RDA shall, at the RDA's sole cost and expense, deliver to Developer a title insurance commitment in the amount of the Purchase Price, to insure title to the Property (the "Title Commitment"). The Title Commitment shall have an effective date of no earlier than the effective date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant easements, if any. Prior to or at the Closing Date, the RDA shall pay (1) the entire premium charged by the Title Company for issuance to Developer of an owner's policy of title insurance pursuant to the Title Commitment to issue such policy required under this Agreement, and (2) any other charges imposed by the Title Company incidental to issuance of the owner's policy. The Title Commitment provided by the RDA shall be updated at the time of the Closing Date, at RDA's expense, to show that at the date and time of the closing the RDA's title to the Property is merchantable, as required in the Agreement, and shall include only the following ALTA endorsements: gap, zoning, and access. The RDA specifically agrees to provide such assurances and pay such fees as reasonably may be required

by the title company in order to insure Developer's title against liens or encumbrances that might be placed of record between the effective date and time of the title insurance commitment and the time that the deed from the RDA is recorded.

(b) Survey. The RDA provided to Developer a copy of the ALTA certified survey of the Property showing all improvements, easements (recorded and apparent), encroachments, rights of way, wetlands and shore land boundaries, receipt of which is acknowledged.

(c) Title Review. Within thirty (30) business days of Developer's receipt of the Title Commitment and Survey and within ten (10) business days of Developer's discovery of a defect in the marketability of the RDA's title to the Property, which defect was not reasonably ascertainable from the Title Commitment or Survey, Developer shall deliver written objections thereto to the RDA (the "Objections"). Developer's failure to provide Objections within the time period(s) set forth above shall be deemed a waiver of Developer's right to require the RDA to cure such defects as a condition to closing. If any objections are timely made, the RDA shall use reasonable efforts to cure the objections within forty-five (45) days from the RDA's receipt of Developer's Objections and, if necessary, the applicable Closing Date shall be rescheduled accordingly. If the RDA fails to make title marketable within said forty-five (45) day period, Developer shall have the option of (1) terminating this Agreement without further cost or obligation to either Party, or (2) waiving one or more of the Objections, and proceeding with performance of this Agreement.

Section 14. Deliveries at Closing.

(a) Deliveries by the RDA. In addition to the other documents required hereunder, the RDA shall deliver to Developer at the closing:

(1) Possession. Possession of the Property.

(2) Warranty Deed. A warranty deed or deeds to the Property (the "Deed") in a form reasonably acceptable to Developer, conveying to Developer fee simple title in the applicable Property, subject only to those matters permitted herein.

(3) Title Policy. The Owner's title insurance policy including endorsements described above for the applicable Property.

(4) Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including any adjustments provided for herein. All real estate taxes shall be pro-rated to the Closing Date.

(5) Transfer Return. A properly completed Wisconsin Real Estate Transfer Return.

(6) Payout Letter. A payout letter for any mortgages or other liens being satisfied as of the Closing Date.

(7) RDA's Affidavits/Gap Indemnity. An affidavit sufficient to cause the Title Company to remove its standard exceptions for construction liens and parties in possession (other than existing tenants), a gap indemnity on the Title Company's standard form, and any other

documents required by the Title Company in order to provide the title insurance policy required hereunder.

(8) Additional Documents. Any other documents reasonably requested by Developer as necessary to convey the applicable Property to Developer in the manner called for in this Agreement, or to otherwise comply with the terms of this Agreement.

(b) Deliveries by Developer. In addition to the other documents required hereunder, Developer shall deliver to the City at the closing:

(1) Purchase Price. Payment of the purchase price.

(2) Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including any adjustments provided for herein, and credits to Developer. All real estate taxes shall be pro-rated to the Closing Date.

(3) Transfer Return. The Real Estate Transfer Return for the Property.

(4) Additional Documents. Any other documents reasonably requested by the City as necessary to comply with the terms of this Agreement.

(5) PILOT / Taxable Status. The executed taxable status Deed Restriction and PILOT agreement.

Section 15. Closing Costs. In addition to any costs expressly addressed elsewhere in this Agreement:

(a) Recording. Developer shall pay the cost to record the Deed;

(b) Title Insurance Premium. The RDA shall pay the title insurance premium (excluding endorsement charges) for the owner's title insurance policy;

(c) Transfer Fee. The RDA shall pay any applicable real estate transfer fee, as well as the recording fee for any satisfaction of its existing liens and encumbrances; and

(d) Professional Fees. Each party shall pay its own attorneys' and consultants' fees.

Section 16. The RDA's Representations and Warranties. The RDA hereby represents and warrants as follows with respect to the Property, except as expressly stated as follows, the Property is sold "as is where is" without implied or express warranty or representation:

(a) No Violation or Conflict. The RDA has full authority to enter into this Agreement and to consummate the transactions described herein. No consent, participation or other authorization is required by any other person or entity in order for the RDA to fulfill their respective obligations hereunder. In addition, there is no pending litigation challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages, or other relief in connection with this Agreement, and the same shall not have been instituted by any person, agency, or other entity as of any Closing Date.

(b) No Encumbrances. There are no liens, mortgages, pledges, encumbrances or charges, claims, restrictions, easements, security interests, impositions, or other third-party interests affecting the RDA's interest in the Property except as permitted hereunder, or except such matters as will be released on or prior to the Closing Date.

(c) Liens. All work performed or materials furnished for lienable work on the Property then being conveyed, contracted for by the RDA has been fully paid for, and no party has any right to a lien against the Property resulting therefrom.

Section 17. Defaults and Remedies. The RDA or Developer, as applicable, shall be deemed to be in default (herein, a "Default") hereunder if one or more of the following events shall occur:

(a) The RDA or Developer defaults in the performance or observance of any of the covenants, restrictions, obligations, requirements, and stipulations to be performed and/or observed by such party hereunder, if such default shall continue for a period of thirty (30) days after notice in writing of such default has been given to such party by the other party; or

(b) Developer shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state, or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Developer, as applicable, or of all or any substantial part of the assets of Developer, as applicable; or

(c) Within ninety (90) days after commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, or liquidator of Developer, or of all or any substantial part of the assets of Developer, as applicable, such appointment shall not have been vacated or stayed on appeal or otherwise, or within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated.

If Developer defaults under this Agreement, the RDA shall have the right to either (1) terminate its obligations under this Agreement upon thirty (30) days' notice to Developer, or (2) commence an action seeking as its remedy specific performance of this Agreement. If the RDA defaults under this Agreement, Developer may (1) terminate its obligations under this Agreement upon thirty (30) days' notice to RDA, or (2) commence an action seeking as its remedy specific performance of this Agreement.

Section 18. Force Majeure. The RDA and Developer, in performance of their respective obligations under this Agreement, shall not be responsible for any event of "force majeure", or unavoidable delay, which shall mean an act of God, an inability to obtain labor, equipment, supplies, or materials in the open market, an enemy action, a civil commotion, an earthquake, a flood, a fire or other casualty, a war, hostilities, or invasion, an insurrection, a riot, mob violence, malicious mischief, sabotage, an unusual failure of transportation, a strike of any labor union, a lockout, a condemnation (other than a condemnation by the City), litigation of any

law, order, or regulation of any governmental, quasi-governmental, judicial or judicial authority, underground conditions that were not and could not reasonably have been foreseen by the RDA, or Developer, as the case may be, prior to their discovery or occurrence, or any other similar cause not within the reasonable control of the RDA or Developer, as the case may be (but excluding either party's insolvency or financial inability to perform), provided that (1) the party which has been delayed shall have notified the other party within ten (10) business days of the occurrence thereof, and (2) such unavoidable delay shall be deemed to continue only so long as the party whose performance has been unavoidably delayed shall be using reasonable efforts to minimize the effects thereof.

Section 19. Miscellaneous.

(a) This Agreement has been delivered at Eau Claire, Wisconsin and shall be construed in accordance with and governed by the laws of the State of Wisconsin. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

(b) All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by hand or two (2) days following the date mailed, postage prepaid, by certified or registered mail, return receipt requested:

If to Developer:

Merge, LLC
Attention: Brent Dahlstrom
604 Clay Street
Cedar Falls, IA 50613
brent@mergeurbandevlopment.com

With a copy to

Merge, LLC
Attention: Joy Hannemann
25 W. Main Street, Suite 500
Madison, WI 53703
joy@mergeurbandevlopment.com

If to the RDA:

City of Eau Claire
Attention: City Clerk
203 South Farwell Street
P. O. Box 5148
Eau Claire, WI 54702-5148
carrie.riep@eauclairewi.gov

Either party shall be entitled to change its address for notice as set forth below by giving notice of such change of address to the other party in accordance with the provisions of this subsection.

(c) No amendment to, modification or waiver of, or consent with respect to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the parties, and then any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

(d) This Agreement, the Exhibits made a part hereof, and the other documents executed pursuant hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(e) Section captions used in this Agreement are for convenience of reference only, and shall not affect the interpretation of this Agreement.

(f) This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

(g) In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.

(h) This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 20. Assignment. This Agreement shall not be assignable by Developer or the RDA without the consent of the other party to this Agreement. All of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 21. Survivability. All of the representations, warranties, and agreements made in this Agreement shall survive the Closing Date.

Section 22. Transactions After Closing Date. From time to time at the request of either party, the other party shall execute and deliver such further instruments of assignment, conveyance, or transfer and take such action as may reasonably be requested to evidence the assignment, conveyance, transfer, and other transactions herein provided for to carry out this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first above written.

**DEVELOPER:
MERGE, LLC**

BY: 
Brent Dahlstrom, Owner

Subscribed and sworn to before me this
9th day of June, 2022

Jill Kraayenbrink

* Jill Kraayenbrink

Notary Public

* Please print or type name of notary

Black Hawk County, Iowa

My commission expires July 29, 2022



(SEAL)

**RDA:
REDEVELOPMENT AUTHORITY OF THE
CITY OF EAU CLAIRE**

BY: _____

Aaron White
Economic Development Manager

Subscribed and sworn to before me this
____ day of _____, 2022

*

Notary Public

* Please print or type name of notary

Eau Claire County, Wisconsin

My commission expires _____

Drafted by Stephen C. Nick, City Attorney, State Bar No. 1020929, City Hall, Eau Claire, WI 54701.

MOTION

1. I hereby move to approve the Purchase Agreement authorizing the sale of RDA property known as the Block 7 northerly portion located in the N. Barstow Redevelopment District, to Phoenix Parkside II, LLC for construction of a residential development.

Offered by:

Seconded by:

Results:

Meeting of the Redevelopment Authority of the City of Eau Claire
7/20/2022

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this “Agreement”), dated this ___ day of _____, 2022, by and between **Phoenix Parkside II, LLC**, a Wisconsin Limited Liability Corporation, (herein, together with its successors and assigns, referred to as “Developer”), the **Redevelopment Authority of the City of Eau Claire**, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, (herein, together with its successors and assigns, referred to as “the RDA”), and the **City of Eau Claire**, a Wisconsin municipal corporation, (herein, together with its successors and assigns, referred to as the “City”), collectively referred to herein as the “Parties”.

WHEREAS, The RDA owns certain real property located at between N. Barstow and Hobart Streets and along Wisconsin Street, also known as the northerly portion of Block 7 in the city of Eau Claire and within the jurisdiction of the RDA (“Property”), which was formerly blighted property in need of urban renewal and now, having been acquired and made site ready, is available for sale and beneficial redevelopment; and

WHEREAS, Developer has expressed a desire to acquire an interest in the property for construction of a 5-story residential apartment building, with surface and underground parking and seeks to negotiate a Purchase and Development Agreement (“Agreement”) with the RDA; and

WHEREAS, The RDA desires to convey an interest in the Property to Developer to further redevelopment, increase the availability of safe, well-constructed, desirable housing options to meet the identified need for more housing at all income levels in our community, add to local property value, and improve public use and enjoyment of downtown Eau Claire and its adjoining neighborhoods; and

WHEREAS, the Parties acknowledge that the redevelopment of the Property is within Tax Incremental Financing District #8 have substantially increased the desirability of the Property for redevelopment and that without the public investments made through TID #8 to date and as outlined in this Agreement, this project would not occur.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms.

- (a) “City” shall mean the city of Eau Claire.
- (b) “Closing Date” The date of Property transfer, which shall occur on or before September 30, 2022, unless mutually extended in writing by the Parties.
- (c) “Development Plan” shall mean the Developer proposed site plan, conceptually depicted in **Exhibit 1**, as the same may be amended from time to time to reflect any changes to the Developer Improvements. The Property shall be utilized for construction and operation of private residential housing with a mix of workforce market rate housing options.

(d) “Developer Improvements” shall mean the site preparation and construction on the Property by Developer depicted in **Exhibit 2**, to include to construct workforce market rate residential housing of a 5-story building of approximately 52,775 square feet consisting of about 111-115 residential units of studio, one, and two-bedroom units with surface and underground parking.

(e) “District” shall mean Tax Incremental Financing District #8, and any amendments and overlays thereof, created by the City under authority granted by § 66.1105, Wis. Stats.

(f) “Parking Structure” shall mean the 4-level City of Eau Claire North Barstow Parking Facility located at 303 Galloway Street, and adjoining the Property.

(g) “Property” shall mean such real property is generally depicted in **Exhibit 3**. The RDA currently owns the Property along with additional property on Block 7 and intends to divide Block 7 by certified survey map prior to development.

Section 2. Purchase Agreement. Subject to the terms and conditions set forth in this Agreement, Developer hereby agrees to purchase, and the RDA hereby agrees to sell by warranty deed, the Property, as more fully described in **Exhibit 3**, in the City of Eau Claire, County of Eau Claire, Wisconsin on the Closing Date.

Section 3. The Purchase Price. (a) Purchase price shall be \$10 per square foot for a total price of approximately \$341,800 or \$10/sf, which shall be adjusted based on if the final square footage of the Property following survey and recording of a certified survey map.

Section 4. Land Credit / Project Costs. (a) Subject to the terms of the Agreement, RDA shall provide Developer certain credits against the purchase price for any necessary environmental remediation or insubstantial soil conditions that without remediation would prevent construction of Developer Improvements, up to a total maximum Land Credit of Two Hundred Forty-one Thousand Eight Hundred Dollars (\$241,800). Any Land Credit amounts to be paid as a reimbursement of actual qualified project costs documented by Developer to the reasonable satisfaction of RDA.

(b) City shall pay to Developer, as partial payment for eligible TIF project costs expended by Developer in furtherance of the project, a cash grant in the aggregate amount of up to Two Million Six Hundred Thousand Dollars (\$2,600,000.00) in the amount, manner, and upon such conditions as follows:

1. One Million Dollars (\$1,000,000.00) within thirty (30) days after the date upon which Developer provides City evidence that Developer has a valid building permit, commenced construction of the Developer Improvements with tangible capital investments in the Property of at least \$5 million and demonstrated financial ability to complete Developer Improvements.
2. One Million Dollars (\$1,000,000.00) within thirty (30) days after the date upon which Developer provides City evidence that Developer has an occupancy permit for at least 100 dwelling units and with tangible capital investments in the Property of at least \$20 million.

3. Six Hundred Thousand Dollars (\$600,000.00) to partially offset capital costs associated with new building construction within thirty (30) days after the date upon which Developer provides City evidence that Developer has constructed and has or intends to lease at least 20% of the dwelling units on the property to be leased at rents affordable to those renters with family incomes of 80% or less of the Eau Claire County median income (CMI) as reported by Wisconsin Housing Economic Development Authority (WHEDA) in 2022, or as said rents may be increased by WHEDA in subsequent years. Rents shall be maintained to meet this standard for at least the next ten (10) years following completion and occupancy of the Developer Improvements. Developer shall provide rent rolls and permit such other reasonable audit confirmation upon the request of the City.

Section 5. Commencement of Construction.

(a) Subject to the Agreement, Developer shall commence construction in or before 2023 and shall materially complete construction of all improvements as have described herein and indicated on the approved site plan for the Property as evidenced by issuance of occupancy permits by City on or before June 30, 2024.

(b) Except to affiliated entities pursuant to Section 11 (b), prior to completion of the improvements on the Property as provided in the Agreement, Developer shall not sell or otherwise transfer the legal or equitable ownership of the Property.

Section 6. Development and Improvement of Property.

(a) Developer shall design and construct a building, exterior facades and other improvements on the Property generally consistent with the plans and design elevations depicted in **Exhibit 2**. The Parties expect to further refine and detail the construction plans and respective Developer and RDA work in this Agreement. Each party is responsible for their own design and construction costs. The City has final legislative review and approval authority.

1. Subject to the terms of this Agreement, Developer shall construct a workforce market rate residential housing building of a 5-story building of approximately 52,775 square feet consisting of approximately 111-115 residential units of studio, one, and two-bedroom units with surface and underground parking.

2. Developer shall construct and lease at least 20% of the dwelling units on the Property at rents affordable to those renters with family incomes of 80% or less of the Eau Claire County median income (CMI) as reported by Wisconsin Housing Economic Development Authority (WHEDA) in 2022, or as said rents may be increased by WHEDA in subsequent years. Rents shall be maintained to meet this standard for at least the next ten (10) years following completion and occupancy of the Developer Improvements. Developer shall provide rent rolls and permit such other reasonable audit confirmation upon the request of the City.

(b) Developer shall construct all structures to a level equal or greater to the quality of skill and materials generally utilized in new construction in the Eau Claire marketplace with exterior appearances to all street sides of the building comparable or superior to new construction in the North Barstow Redevelopment District.

1. The site plan shall be consistent with the North Barstow Design Guidelines.
2. The site plan shall be consistent with the City of Eau Claire Code.

(c) Developer shall be solely responsible for obtaining zoning, site plan, and any and all other necessary approvals from City prior to constructing any improvements upon the Property.

(d) Provided that the Inspection Period as defined in Section 9(a) has expired and the RDA has conveyed the Property to Developer, Developer shall construct and timely complete, subject to force majeure, the Developer Improvements on the Property on or before June 33, 2024. Completion for this purpose shall mean issuance of occupancy permits, which the City shall not unreasonably withhold.

1. All work performed by or on behalf of Developer shall be done in a workmanlike manner consistent with prevailing industry standards and consistent with North Barstow District Design Standards adopted by the Eau Claire Redevelopment Authority and the City approved site plan or general development plan.

2. Utilities are believed by the Parties to be located in adjacent public right-of-way. Developer shall bear the cost, unless expressly indicated otherwise in this Agreement, of utility extensions, relocations, and connections to and locating upon the Property electrical service, natural gas service, cable television service, and all other utilities necessary to improve the Property for Developer Improvements.

Section 7. Tax Status.

(a) Developer shall not convey any legal or equitable title to any portion of the Property to any party that is not subject to the terms and conditions of the Deed Restriction attached hereto as **Exhibit 4** for the life of any tax increment district (“TID”) or the next 50 years thereafter, whichever is greater. The Deed Restriction shall be executed by Developer at or before the Closing Date and recorded thereafter by the City.

(b) Subject to finalization of construction plans and cost estimates Developer intends a capital investment of approximately \$26 Million (Twenty-six million dollars). Developer agrees to ensure the City general real estate tax revenue on a total final assessed valuation of the Property and improvements thereon of \$26 Million (Twenty-six million dollars) as of January 1, 2025 (the “Minimum Assessed Value Guaranty”) and for the life of any tax increment district TID # 8 (“TID”) or the next 30 years thereafter, whichever is greater (“Term”). If the assessed valuation of the Property and improvements thereon should not meet the Minimum Assessed Value Guaranty, Developer shall make payment according to a payment in lieu of tax (“PILOT”) agreement pursuant to which Developer shall agree to pay to City the resulting deficiency in anticipated local property tax revenue resulting from the Property and improvements thereon during the Term. The Developer shall execute at or before the Closing Date a PILOT in a form the same or substantially similar to that attached as **Exhibit 5** and recordable by the City.

Section 8. Access Before the Closing Date.

Developer and its contractors and agents shall have access to the Property for the purpose of inspection and testing as may be deemed necessary or desirable to satisfy Developer as to the condition of the Property, including (without limitation) access for surveys, soil tests, engineering investigations, and environmental audits, investigation, and testing. Unless otherwise provided in this Agreement, such inspection and testing shall be at Developer’s sole cost and expense. The

Property shall be returned to its pre-inspection and testing condition by Developer and its contractors and agents after the completion of any inspection or testing conducted by or at the request of Developer. Developer hereby agrees to indemnify and hold harmless the RDA and the City and their employees and agents from and against any and all claims, liabilities, losses, and costs arising in connection with any negligent or wrongful conduct of Developer in conducting any tests or inspections permitted hereunder.

Section 9. Environmental.

(a) Inspection Period. The RDA hereby agrees that Developer shall have the unqualified right to terminate this Agreement at any time during the period up through and including 5:00 p.m. on that date which is thirty (30) days from the date that the RDA and Developer have both executed this Agreement (said period referred to as the "Inspection Period"). If Developer desires to exercise its option to terminate this Agreement, it shall do so by serving written notice of such exercise on the RDA on or before the expiration of the Inspection Period, whereupon this Agreement shall terminate without costs or further obligations to either Party. If Developer elects to obtain a Phase II environmental assessment, Developer shall be entitled to extend the Inspection Period for a period of an additional thirty (30) days. To exercise its right to extend the Inspection Period, Developer shall provide the RDA written notice on or before the expiration of the initial thirty (30) day Inspection Period of its intent to extend said period to obtain a Phase II environmental assessment. Developer shall be permitted to perform invasive testing, sampling, boring, or drilling at the Property in connection with its inspection of the Property. The cost of any Phase II environmental assessment shall be paid by Developer, subject to potential credit against the purchase price pursuant to the terms of Section 4.

(b) Limitation of Warranty. Except as expressly stated in Section 15, RDA disclaims any and all warranties of any kind regard to the Property and Developer accepts it "as is where is".

Section 10. Contingencies. In addition to any conditions to closing or other contingencies set forth elsewhere in this Agreement, the Parties' obligation to conclude the purchase of the Property is conditioned on the following, which shall be invoked, if at all, upon written notice to the other party, and, except as expressly modified below, must be invoked prior to the Closing Date. The transfer of the Property or expiration of the Closing Date shall waive all contingencies without cost or obligation to either Party.

(a) Parking Rights. City shall provide the tenants and occupants of the Property up to 45 (forty-five) parking spaces for non-exclusive use in the North Barstow Ramp which shall permit the individual tenants and occupants of the Property a limited license from the City to park personal vehicles in the North Barstow Ramp at rates and on such other terms and conditions established by the City, provided they are consistent with terms applied to other like users and parking spaces within the City of Eau Claire. Parking permits are issued on a first-come and non-priority basis and may be terminated or reassigned to other tenants or occupants for non-payment or any lawful reason at City's sole discretion.

(b) Zoning and Approvals. Developer, on or before the Closing Date, shall obtain, at Developer's sole cost and expense, all state, county, and local licenses, permits, and approvals (including, without limitation, proper zoning) necessary to develop the Property and construct the

Developer Improvements thereon. The RDA agrees to support Developer in any request for variances or conditional uses to construct the Developer Improvements. Should the Developer be unable to gain all necessary governmental approvals the Developer may terminate this Agreement prior to Closing at its sole discretion.

(c) Title Work. Title to the Property to be conveyed shall be acceptable to Developer in accordance with the provisions of Section 11 herein.

(d) Utilities. An ALTA survey identifying the location of all utilities serving the Property shall be provided by RDA to Developer at least thirty (30) days prior to the Closing Date. Should the Developer determine that the utilities are not adequate to serve the intended development, it may either effect such changes at its expense or terminate this Agreement prior to Closing at its sole discretion.

Section 11. Conveyance of Title.

(a) Upon payment of the purchase price (and satisfaction of the other conditions' precedent set forth in this Agreement), the RDA shall convey the Property by warranty deed, free and clear of all liens and encumbrances, other than municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and its pro rata share of general taxes levied in the year of closing (provided none of the foregoing prohibit development of the Property for the intended use), which constitutes merchantable title for purposes of this transaction. The RDA further agrees to complete and execute the documents necessary to record the conveyance.

(b) Prior to completion of the Developer Improvements as provided in this Agreement, Developer shall not sell or otherwise transfer the legal or equitable ownership of the Property, in whole or in part, directly or indirectly, whether by deed, assignment of beneficial interest, or otherwise, without the prior written consent of RDA, except to: (1) a subsidiary or affiliate, provided that Developer or a principal of the Developer directly or indirectly owns and controls fifty percent (50%) of the equity of such subsidiary or affiliate, or (2) an institutional lender providing the financing for the construction of the improvements on the Property, provided that nothing in this paragraph (b) shall prohibit Developer from leasing office space for such improvements to unaffiliated tenants prior to the completion of the improvements on the Property. Developer may assign its interest in the Property through this Agreement to a limited liability company with common principals to those of Developer.

Section 12. Title Insurance and Survey.

(a) Title Commitment. As soon as reasonably possible but no later than sixty (60) days from the effective date of this Agreement, the RDA shall, at the RDA's sole cost and expense, deliver to Developer a title insurance commitment in the amount of the Purchase Price, to insure title to the Property (the "Title Commitment"). The Title Commitment shall have an effective date of no earlier than the effective date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant easements, if any. Prior to or at the Closing Date, the RDA shall pay (1) the entire premium charged by the Title Company for issuance to Developer of an

owner's policy of title insurance pursuant to the Title Commitment to issue such policy required under this Agreement, and (2) any other charges imposed by the Title Company incidental to issuance of the owner's policy. The Title Commitment provided by the RDA shall be updated at the time of the Closing Date, at RDA's expense, to show that at the date and time of the closing the RDA's title to the Property is merchantable, as required in the Agreement, and shall include only the following ALTA endorsements: gap, zoning, and access. The RDA specifically agrees to provide such assurances and pay such fees as reasonably may be required by the title company in order to insure Developer's title against liens or encumbrances that might be placed of record between the effective date and time of the title insurance commitment and the time that the deed from the RDA is recorded.

(b) Survey. The RDA provided to Developer a copy of the ALTA certified survey of the Property showing all improvements, easements (recorded and apparent), encroachments, rights of way, wetlands and shore land boundaries, receipt of which is acknowledged.

(c) Title Review. Within thirty (30) business days of Developer's receipt of the Title Commitment and Survey and within ten (10) business days of Developer's discovery of a defect in the marketability of the RDA's title to the Property, which defect was not reasonably ascertainable from the Title Commitment or Survey, Developer shall deliver written objections thereto to the RDA (the "Objections"). Developer's failure to provide Objections within the time period(s) set forth above shall be deemed a waiver of Developer's right to require the RDA to cure such defects as a condition to closing. If any objections are timely made, the RDA shall use reasonable efforts to cure the objections within forty-five (45) days from the RDA's receipt of Developer's Objections and, if necessary, the applicable Closing Date shall be rescheduled accordingly. If the RDA fails to make title marketable within said forty-five (45) day period, Developer shall have the option of (1) terminating this Agreement without further cost or obligation to either Party, or (2) waiving one or more of the Objections, and proceeding with performance of this Agreement.

Section 13. Deliveries at Closing.

(a) Deliveries by the RDA. In addition to the other documents required hereunder, the RDA shall deliver to Developer at the closing:

1. Possession. Possession of the Property.
2. Warranty Deed. A warranty deed or deeds to the Property (the "Deed") in a form reasonably acceptable to Developer, conveying to Developer fee simple title in the applicable Property, subject only to those matters permitted herein.
3. Title Policy. The Owner's title insurance policy including endorsements described above for the applicable Property.
4. Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including any adjustments provided for herein. All real estate taxes shall be pro-rated to the Closing Date.

5. Transfer Return. A properly completed Wisconsin Real Estate Transfer Return.

6. Payout Letter. A payout letter for any mortgages or other liens being satisfied as of the Closing Date.

7. RDA's Affidavits/Gap Indemnity. An affidavit sufficient to cause the Title Company to remove its standard exceptions for construction liens and parties in possession (other than existing tenants), a gap indemnity on the Title Company's standard form, and any other documents required by the Title Company in order to provide the title insurance policy required hereunder.

8. Additional Documents. Any other documents reasonably requested by Developer as necessary to convey the applicable Property to Developer in the manner called for in this Agreement, or to otherwise comply with the terms of this Agreement.

(b) Deliveries by Developer. In addition to the other documents required hereunder, Developer shall deliver to the City at the closing:

1. Purchase Price. Payment of the purchase price.

2. Closing Statement. A closing statement setting forth a summary of the applicable purchase price, including any adjustments provided for herein, and credits to Developer. All real estate taxes shall be pro-rated to the Closing Date.

3. Transfer Return. The Real Estate Transfer Return for the Property.

4. Additional Documents. Any other documents reasonably requested by the City as necessary to comply with the terms of this Agreement.

5. PILOT / Taxable Status. The executed taxable status Deed Restriction and PILOT agreement.

Section 14. Closing Costs. In addition to any costs expressly addressed elsewhere in this Agreement:

(a) Recording. Developer shall pay the cost to record the Deed;

(b) Title Insurance Premium. The RDA shall pay the title insurance premium (excluding endorsement charges) for the owner's title insurance policy;

(c) Transfer Fee. The RDA shall pay any applicable real estate transfer fee, as well as the recording fee for any satisfaction of its existing liens and encumbrances; and

(d) Professional Fees. Each party shall pay its own attorneys' and consultants' fees.

Section 15. The RDA's Representations and Warranties. The RDA hereby represents and warrants as follows with respect to the Property, except as expressly stated as follows, the Property is sold "as is where is" without implied or express warranty or representation:

(a) No Violation or Conflict. The RDA has full authority to enter into this Agreement and to consummate the transactions described herein. No consent, participation or other authorization is required by any other person or entity in order for the RDA to fulfill their respective obligations hereunder. In addition, there is no pending litigation challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages, or other relief in connection with this Agreement, and the same shall not have been instituted by any person, agency, or other entity as of any Closing Date.

(b) No Encumbrances. There are no liens, mortgages, pledges, encumbrances or charges, claims, restrictions, easements, security interests, impositions, or other third-party interests affecting the RDA's interest in the Property except as permitted hereunder, or except such matters as will be released on or prior to the Closing Date.

(c) Liens. All work performed or materials furnished for lienable work on the Property then being conveyed, contracted for by the RDA has been fully paid for, and no party has any right to a lien against the Property resulting therefrom.

Section 16. Defaults and Remedies. The Parties, as applicable, shall be deemed to be in default (herein, a "Default") hereunder if one or more of the following events shall occur:

(a) The RDA, City, or Developer defaults in the performance or observance of any of the covenants, restrictions, obligations, requirements, and stipulations to be performed and/or observed by such party hereunder, if such default shall continue for a period of thirty (30) days after notice in writing of such default has been given to such party by the other party; or

(b) Developer shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state, or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Developer, as applicable, or of all or any substantial part of the assets of Developer, as applicable; or

(c) Within ninety (90) days after commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, or liquidator of Developer, or of all or any substantial part of the assets of Developer, as applicable, such appointment shall not have been vacated or stayed on appeal or otherwise, or within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated.

If Developer defaults under this Agreement, the RDA or City shall have the right to either (1) terminate its obligations under this Agreement upon thirty (30) days' notice to Developer, or (2) commence an action seeking as its remedy specific performance of this Agreement. If the RDA or City defaults under this Agreement, Developer may (1) terminate its obligations under this Agreement upon thirty (30) days' notice to RDA, or (2) commence an action seeking as its remedy specific performance of this Agreement.

Section 17. Force Majeure. The Parties, in performance of their respective obligations under this Agreement, shall not be responsible for any event of "force majeure", or unavoidable delay, which shall mean an act of God, an inability to obtain labor, equipment, supplies, or materials in the open market, an enemy action, a civil commotion, an earthquake, a flood, a fire or other casualty, a war, hostilities, or invasion, a pandemic or like declared public health emergency, an insurrection, a riot, mob violence, malicious mischief, sabotage, an unusual failure of transportation, a strike of any labor union, a lockout, a condemnation (other than a condemnation by the City), litigation of any law, order, or regulation of any governmental, quasi-governmental, judicial or judicial authority, underground conditions that were not and could not reasonably have been foreseen by the RDA, or Developer, as the case may be, prior to their discovery or occurrence, or any other similar cause not within the reasonable control of the RDA, City or Developer, as the case may be (but excluding either party's insolvency or financial inability to perform), provided that (1) the party which has been delayed shall have notified the other party within ten (10) business days of the occurrence thereof, and (2) such unavoidable delay shall be deemed to continue only so long as the party whose performance has been unavoidably delayed shall be using reasonable efforts to minimize the effects thereof.

Section 18. Miscellaneous.

(a) This Agreement has been delivered at Eau Claire, Wisconsin and shall be construed in accordance with and governed by the laws of the State of Wisconsin. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

(b) All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by electronic transmission (email), by hand or two (2) days following the date mailed, postage prepaid, by certified or registered mail, return receipt requested:

If to Developer: Phoenix Parkside II, LLC,
PO Box 865
Eau Claire WI 54702-0865
geoff@moedingpartners.com

If to the RDA or City: City of Eau Claire
Attention: City Clerk
203 South Farwell Street

P. O. Box 5148
Eau Claire, WI 54702-5148
carrie.riep@eauclairewi.gov

Either party shall be entitled to change its electronic or physical address for notice as set forth above by giving notice of such change of address to the other party in accordance with the provisions of this subsection.

(c) No amendment to, modification or waiver of, or consent with respect to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the parties, and then any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

(d) This Agreement, the Exhibits made a part hereof, and the other documents executed pursuant hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(e) Section captions used in this Agreement are for convenience of reference only, and shall not affect the interpretation of this Agreement.

(f) This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

(g) In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.

(h) This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 19. Assignment. This Agreement shall not be assignable by Developer or the RDA without the consent of the other party to this Agreement. All of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 20. Survivability. All of the representations, warranties, and agreements made in this Agreement shall survive the Closing Date.

Section 21. Transactions After Closing Date. From time to time at the request of either party, the other party shall execute and deliver such further instruments of assignment, conveyance, or transfer and take such action as may reasonably be requested to evidence the assignment, conveyance, transfer, and other transactions herein provided for to carry out this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first above written.

**DEVELOPER:
PHOENIX PARKSIDE II, LLC**

BY: [Signature]
Geoff Moeding
Managing Member

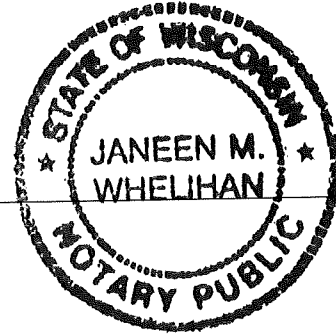
Subscribed and sworn to before me this
19th day of July, 2022

[Signature]
* Janeen M. Whelihan

Notary Public

* Please print or type name of notary

Eau Claire County, Wisconsin
My commission expires 4/25/25



**REDEVELOPMENT AUTHORITY OF THE
CITY OF EAU CLAIRE**

By: _____
Aaron White, Executive Director

Attest: _____
Carrie Riepl, Clerk, City of Eau Claire

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 } SS
COUNTY OF EAU CLAIRE }

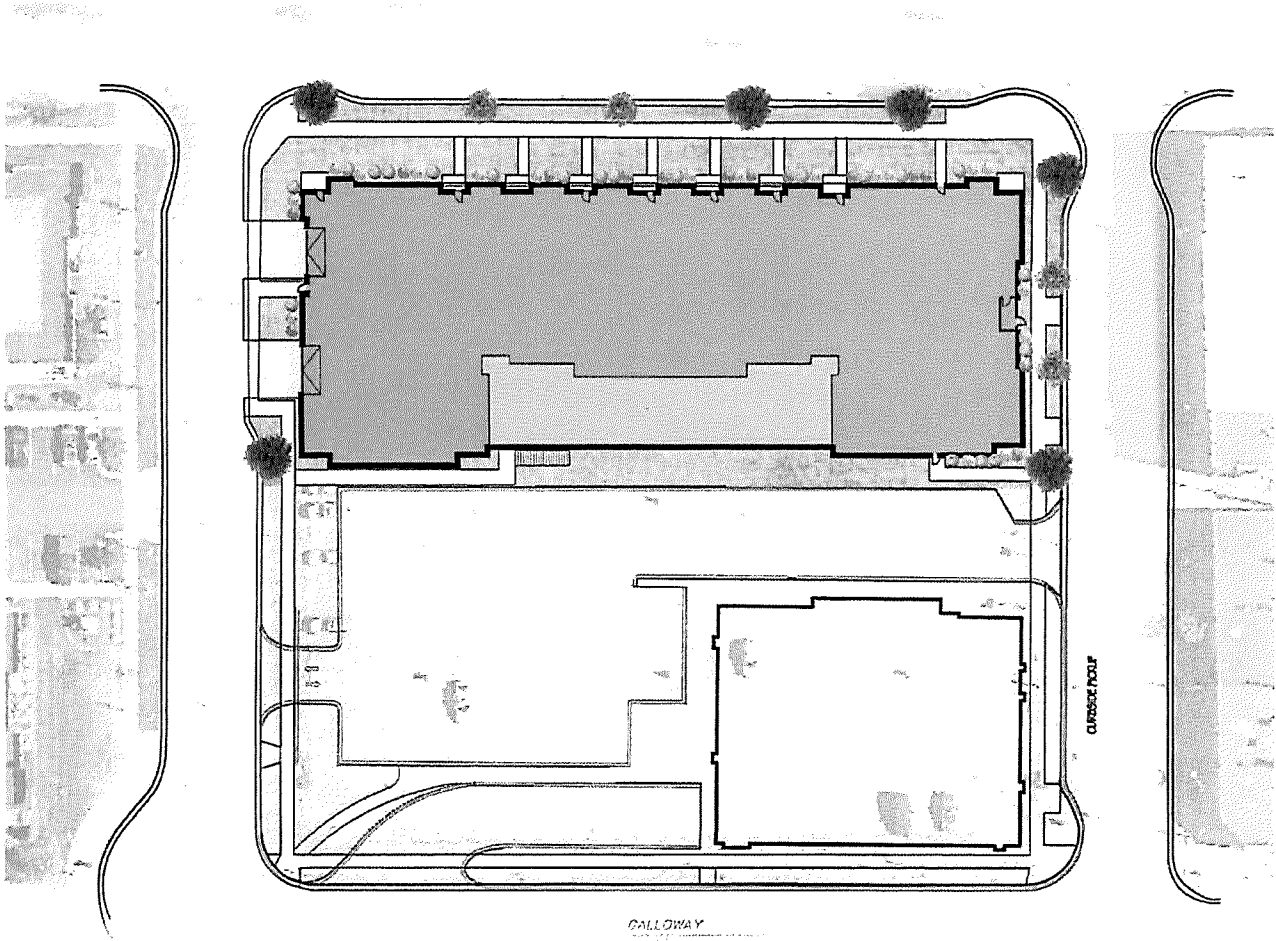
Personally, came before me this ____ day of _____, 2022, the above-named Aaron White and Carrie Riepl, who to me represented that they are the Executive Director of the Redevelopment Authority of the City of Eau Claire and City Clerk of the City of Eau Claire, Wisconsin, and to me known to be the persons who executed the foregoing instrument in the capacities indicated.

Janeen M. Whelihan
Notary Public, State of Wisconsin
My Commission: April 25, 2025

PHOENIX PARK BLOCK 7 MIXED USE

JUNE 17, 2022

SITE PLAN



STATISTICS

SITE: 52,775 SF

FIRST FLOOR: 27,746 GSF
9 UNITS

SECOND FLOOR: 23,472 GSF
25 UNITS

THIRD FLOOR: 23,472 GSF
27 UNITS

FOURTH FLOOR: 23,472 GSF
27 UNITS

FIFTH FLOOR: 23,472 GSF
27 UNITS

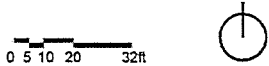
115 TOTAL UNITS

PARKING

SUB-LOWER FLOOR: 20,558 GSF
51 STALLS

LOWER FLOOR: 27,746 GSF
44 STALLS

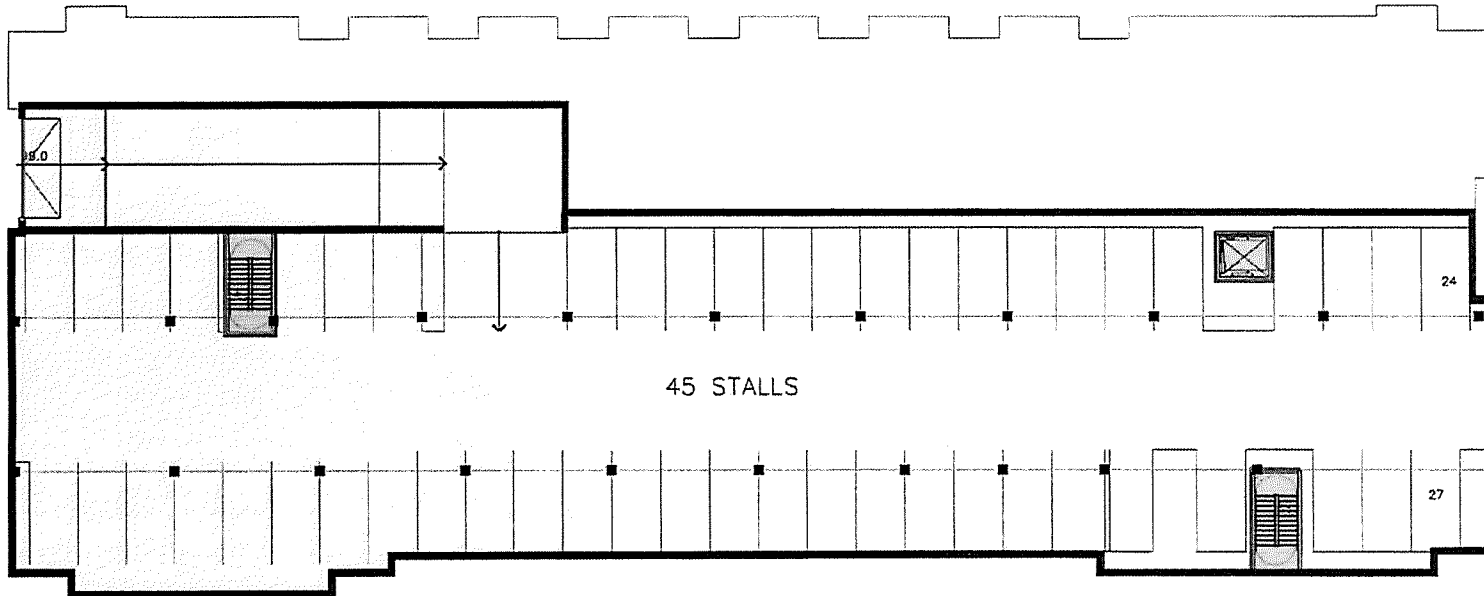
95 TOTAL PARKING STALLS



PHOENIX PARK BLOCK 7 MIXED USE

JUNE 17, 2022

LOWER LEVEL PARKING FLOOR PLAN



STATISTICS

SITE: 52,775 SF

FIRST FLOOR: 27,746 GSF
9 UNITS

SECOND FLOOR: 23,472 GSF
25 UNITS

THIRD FLOOR: 23,472 GSF
27 UNITS

FOURTH FLOOR: 23,472 GSF
27 UNITS

FIFTH FLOOR: 23,472 GSF
27 UNITS

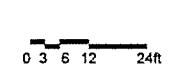
115 TOTAL UNITS

PARKING

SUB-LOWER FLOOR: 20,558 GSF
51 STALLS

LOWER FLOOR: 27,746 GSF
44 STALLS

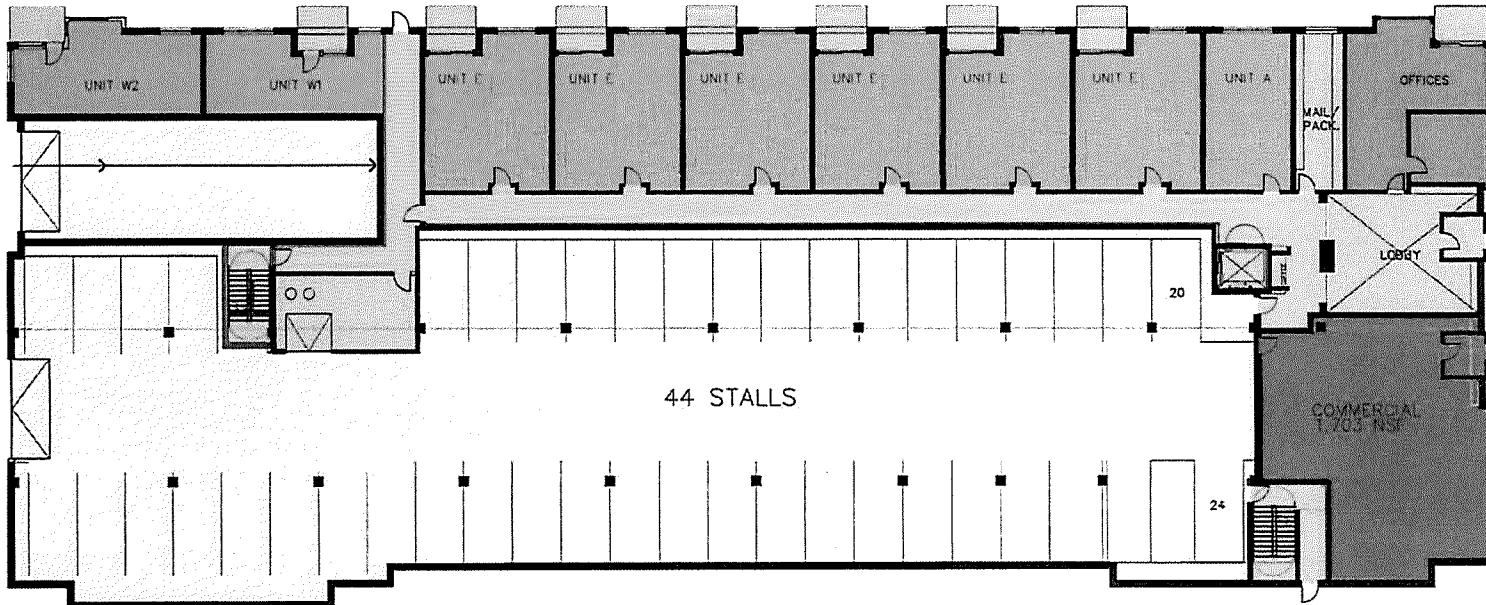
95 TOTAL PARKING STALLS



PHOENIX PARK BLOCK 7 MIXED USE

JUNE 17, 2022

FIRST LEVEL FLOOR PLAN



STATISTICS

SITE: 52,775 SF

FIRST FLOOR: 27,746 GSF
9 UNITS

SECOND FLOOR: 23,472 GSF
25 UNITS

THIRD FLOOR: 23,472 GSF
27 UNITS

FOURTH FLOOR: 23,472 GSF
27 UNITS

FIFTH FLOOR: 23,472 GSF
27 UNITS

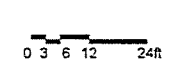
115 TOTAL UNITS

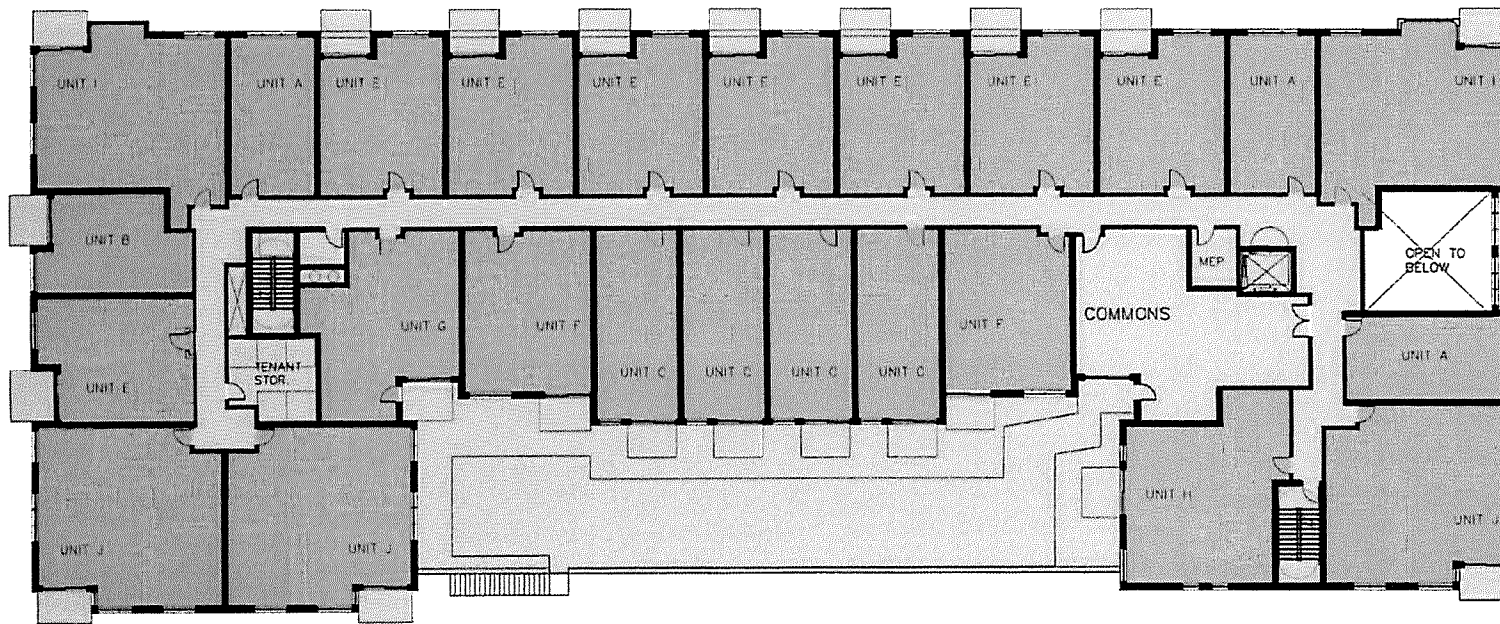
PARKING

SUB-LOWER FLOOR: 20,558 GSF
51 STALLS

LOWER FLOOR: 27,746 GSF
44 STALLS

95 TOTAL PARKING STALLS





STATISTICS

SITE: 52,775 SF

FIRST FLOOR: 27,746 GSF
9 UNITS

SECOND FLOOR: 23,472 GSF
25 UNITS

THIRD FLOOR: 23,472 GSF
27 UNITS

FOURTH FLOOR: 23,472 GSF
27 UNITS

FIFTH FLOOR: 23,472 GSF
27 UNITS

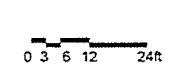
115 TOTAL UNITS

PARKING

SUB-LOWER FLOOR: 20,558 GSF
51 STALLS

LOWER FLOOR: 27,746 GSF
44 STALLS

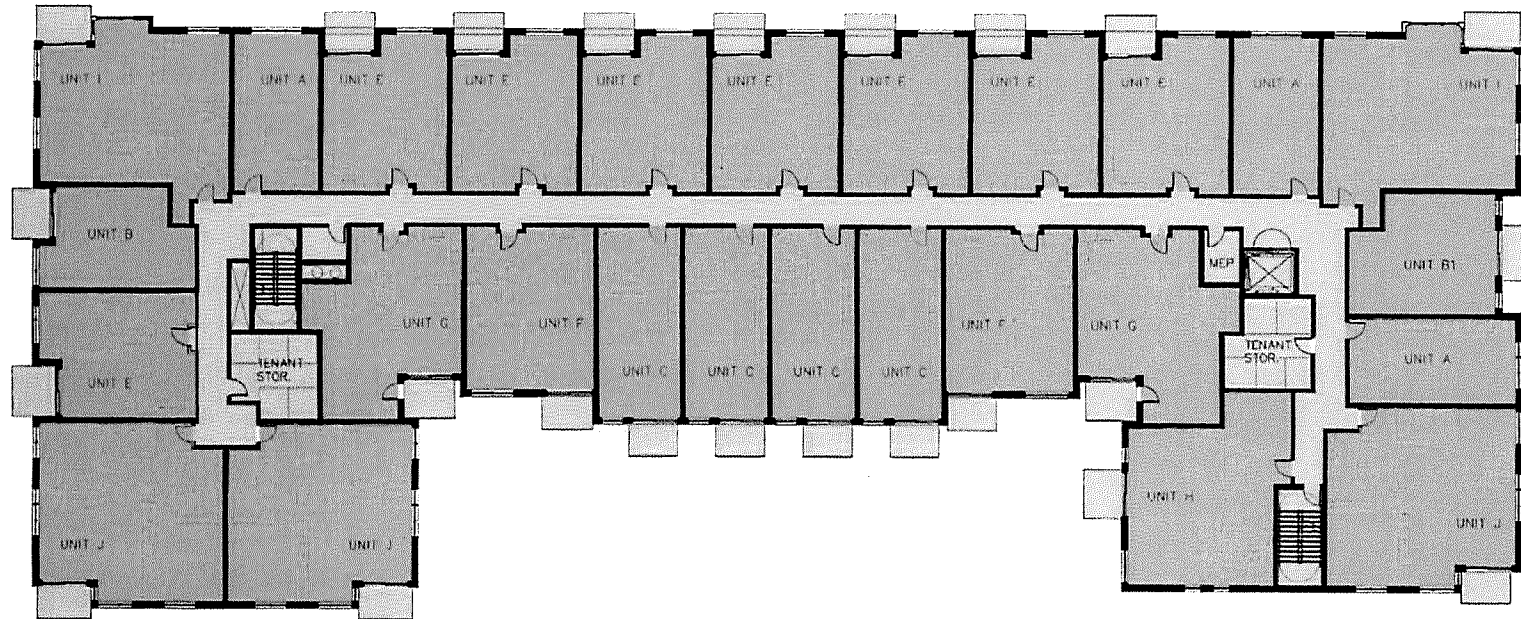
95 TOTAL PARKING STALLS



PHOENIX PARK BLOCK 7 MIXED USE

JUNE 17, 2022

THIRD LEVEL FLOOR PLAN (4TH & 5TH SIM.)



STATISTICS

SITE: 52,775 SF

FIRST FLOOR: 27,746 GSF
9 UNITS

SECOND FLOOR: 23,472 GSF
25 UNITS

THIRD FLOOR: 23,472 GSF
27 UNITS

FOURTH FLOOR: 23,472 GSF
27 UNITS

FIFTH FLOOR: 23,472 GSF
27 UNITS

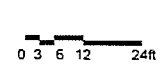
115 TOTAL UNITS

PARKING

SUB-LOWER FLOOR: 20,558 GSF
51 STALLS

LOWER FLOOR: 27,746 GSF
44 STALLS

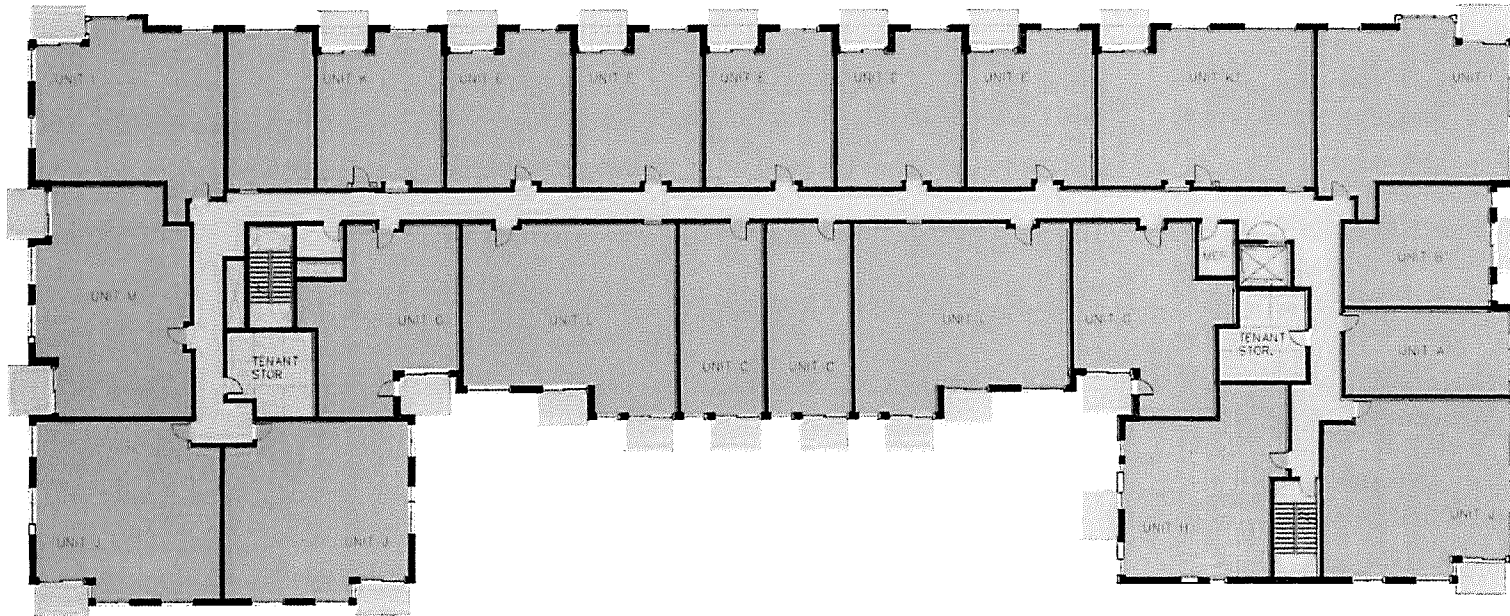
95 TOTAL PARKING STALLS



PHOENIX PARK BLOCK 7 MIXED USE

JUNE 17, 2022

FIFTH LEVEL FLOOR PLAN OPTION



STATISTICS

SITE: 52,775 SF

**FIRST FLOOR: 27,746 GSF
9 UNITS**

**SECOND FLOOR: 23,472 GSF
25 UNITS**

**THIRD FLOOR: 23,472 GSF
27 UNITS**

**FOURTH FLOOR: 23,472 GSF
27 UNITS**

**FIFTH FLOOR: 23,472 GSF
23 UNITS**

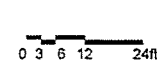
111 TOTAL UNITS

PARKING

**SUB-LOWER FLOOR: 20,558 GSF
51 STALLS**

**LOWER FLOOR: 27,746 GSF
44 STALLS**

95 TOTAL PARKING STALLS



PHOENIX PARK BLOCK 7 MIXED USE

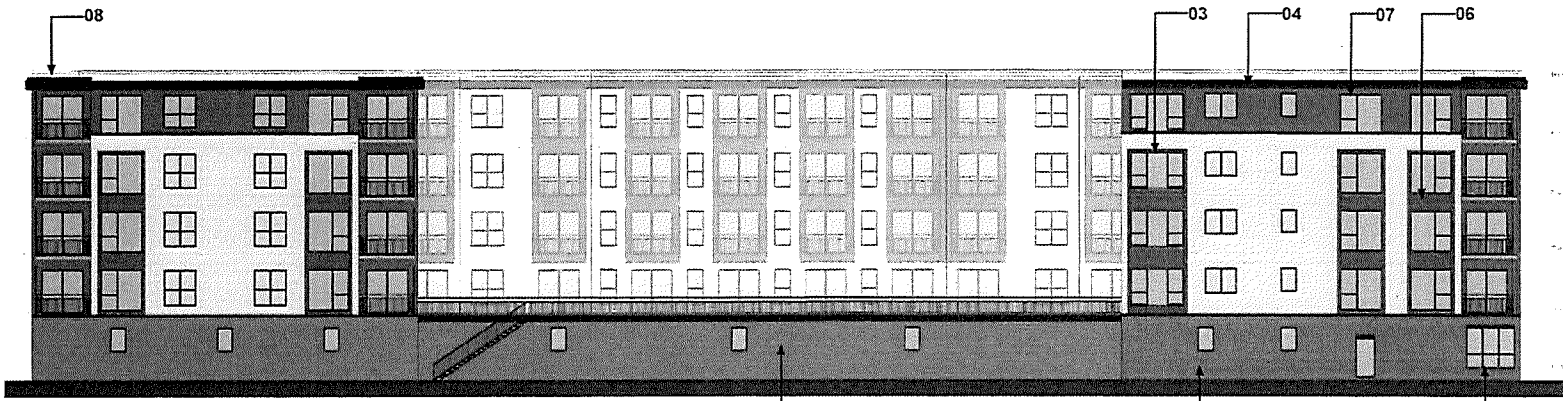
JUNE 17, 2022

ELEVATIONS OPTION A.1

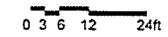


NORTH ELEVATION (WISCONSIN STREET)

- 01 BURNISHED BLOCK
- 02 BRICK / MASONRY
- 03 CEMENT BOARD 1
- 04 CEMENT BOARD 2
- 05 METAL PANEL 1
- 06 METAL PANEL 2
- 07 COMPOSITE WINDOW
- 08 PREFINISHED METAL FLASHING
- 09 ALUMINUM CANOPY / TRELLIS
- 10 STOREFRONT



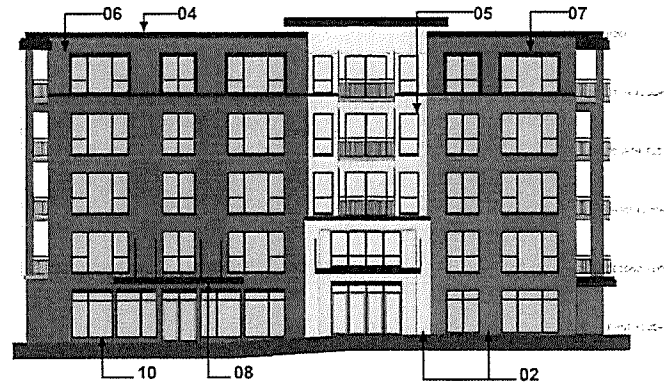
SOUTH ELEVATION (GALLOWAY STREET)



PHOENIX PARK BLOCK 7 MIXED USE

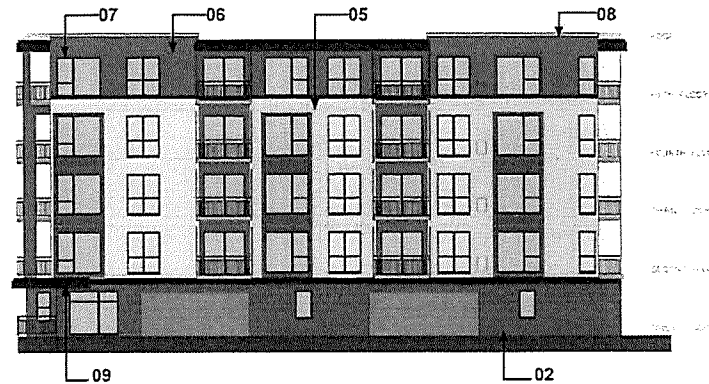
JUNE 17, 2022

ELEVATIONS OPTION A.1



EAST ELEVATION (BARSTOW STREET)

- 01 BURNISHED BLOCK
- 02 BRICK / MASONRY
- 03 CEMENT BOARD 1
- 04 CEMENT BOARD 2
- 05 METAL PANEL 1
- 06 METAL PANEL 2
- 07 COMPOSITE WINDOW
- 08 PREFINISHED METAL FLASHING
- 09 ALUMINUM CANOPY / TRELLIS
- 10 STOREFRONT



WEST ELEVATION (HOBART STREET)

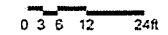


EXHIBIT 3

PROPERTY LEGAL DESCRIPTION

EXHIBIT 4

Deed Restriction

RESTRICTIVE COVENANT

Return Address City Attorney's Office
P. O. Box 5148
Eau Claire, WI 54702-5148

Parcel I. D. Number

=====
The undersigned, to the extent they are owner(s) of the property described in Exhibit A, attached hereto, hereby restricts the use of said property for valuable consideration, as follows:

PHOENIX PARKSIDE II, LLC, or any of their assigns or transferees, ("Owner") shall not, during the Term, convey legal or equitable title to property, or any portion thereof, to any party exempt from local property tax unless and until a payment in lieu of taxes agreement is executed in a form and on terms and conditions acceptable to the City of Eau Claire. The Owner of the property shall timely pay to the City of Eau Claire all property taxes and special assessment levied against said Property and the improvements thereon. Owner shall not during its ownership of the property or any portion thereof, initiate any claim, action, or suit, or have another do so on its behalf, for the purpose of seeking exemption from local property taxes under § 70.11, Wis. Stats., or based upon any other legal theory.

If all or any portion of the property is transferred or assigned, said assignee shall be bound by the applicable terms and conditions, and jointly and severally assume the obligations of the Purchase and Development Agreement applicable to the property, specifically but without limitation in Section 7 Tax Status of the Purchase and Development Agreement.

The City may enforce the terms of this restrictive covenant and, if successful, shall be entitled to recovery of all related costs, including reasonable attorney fees.

Said restrictions shall bind the owner, its heirs, successors, or assigns, and shall run with the land.

Said restrictions shall continue for the Term, being the life of any tax incremental district in which the Property is located, or through January 1, 2075, whichever is greater.

EXHIBIT A
THE PROPERTY
LEGAL DESCRIPTION

“Property” shall mean such real property generally depicted to include 52,775 square feet on the northernly half of Block 7 and to be more fully described in a newly completed legal description

EXHIBIT 5
MINIMUM TAX GUARANTY

This agreement (“Guaranty”) made this ____ day of _____, 2022, between **PHOENIX PARKSIDE II, LLC**, a limited liability company; and/or transferees, successors, and assigns (“Developer”), and the **CITY OF EAU CLAIRE**, a Wisconsin municipal corporation (“City”), intend to have this Guaranty affect interest in the real property which is legally described in Exhibit A, attached hereto, located at N. Barstow and Hobart Streets (the “Property”).

In consideration of terms and conditions of that certain Purchase and Development Agreement by and between the parties and recorded at Eau Claire, Wisconsin, Developer agrees as follows:

(a) Minimum Assessed Value. Developer agrees to construct and operate the Developer Improvements on the Property in a manner to ensure that the Property has a substantial economic value, and guarantees a total Minimum Assessed Value of at least Twenty-six Million Dollars (\$26,000,00) as of January 1, 2025.

(b) Minimum Tax Guaranty. From and after January 1, 2025 (taxes payable in 2026), Developer agrees to guarantee that the real estate property tax amount levied on the Development Property shall be not less than \$493,061 as of January 1, 2025, or such greater amount equal to the product of (x) the then current gross mill rate for the Property and (y) the then applicable Minimum Assessed Value, divided by 1,000, less the sum of all State of Wisconsin property tax relief credits actually allocated to the Property in a given year as shown on the real estate tax statement for such year provided those credits are paid by the State of Wisconsin.

(c) Payment on the Tax Guaranty. Developer shall make a contractual payment to the City in any given year in which the total actual real estate property taxes levied against the Development Property and all improvements thereon (“Actual Tax”) is less than the applicable Minimum Tax Guaranty. In such case Developer shall pay to the City the difference of the Minimum Tax Guaranty less the Actual Tax for the Property as provided herein.

(d) Duration. The Developer’s obligations with respect to the Minimum Tax Guaranty in subsection (b) above shall commence on January 1, 2025 (taxes payable in 2026) and shall continue for the life of any tax increment district in where the Property is located or until January 1, 2055 (taxes payable in 2056).

(e) Notice. The City shall notify the Developer of the Actual Tax for the preceding calendar year and the amount, if any, by which the Minimum Tax Guaranty for such calendar year exceeds the Actual Tax amount for such calendar year. In illustration and not in limitation of the foregoing, when the Minimum Tax Guaranty goes into effect on January 1, 2025, the first notice under this Section would be delivered on or about January 1, 2026.

Recording Area

Name and Return Address

City Attorney
City of Eau Claire
PO Box 5148
Eau Claire WI 54702-5148

Parcel #

Parcel Identification Number (PIN)

EXHIBIT A
THE PROPERTY
LEGAL DESCRIPTION

“Property” shall mean certain real estate as generally depicted to include parcel numbers