

FOURTH ADDITION TO CLEARWATER CREEK DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the City of Appleton, Outagamie County, Wisconsin, a body politic and municipal corporation by its Common Council (“City”) and, Clearwater Creek, LLC, a corporation with a business address of 2100 North Freedom Road #A, Little Chute, WI 54140, the owner and developer (“Developer”) of property lying within the city of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the **Fourth Addition to Clearwater Creek**, a residential subdivision on property within the corporate limits of the City (“Proposed Subdivision”) described in ***Exhibit 1*** (Legal Description provided by Developer) attached hereto; and

WHEREAS, a final plat of the Fourth Addition to Clearwater Creek, shown in ***Exhibit 2*** (provided by Developer) attached hereto, has been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Subdivision; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Subdivision;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Subdivision:
 - a. Sanitary sewer mains, manholes and laterals;
 - b. Water mains, valves, hydrants, hydrant leads, fittings and services;
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals;
 - d. Erosion control measures necessary to meet erosion control requirements for the development;
 - e. Street excavation and graveling and terrace seeding, lot filling and grading and seeding;
 - f. Street lights (provided and installed by We Energies, billed directly to Developer); and
 - g. All other infrastructure required for development not specifically set forth in this agreement.
2. The Developer shall provide an estimate for items 1a – 1g prior to the installation of the items for the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing (shown in **Exhibit 3**)* for the development, acknowledging consent to pay Special Assessments levied by the City for the following items that may be furnished and/or installed by the City:

- a. City Administrative Fees
- b. Temporary Asphalt
- c. Sanitary Sewer Area Assessment
- d. Sewer Televising
- e. Street Name / Traffic Control Signs
- f. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- g. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3g for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a - 3g will be used as the basis for the amount of the special assessments billed to the Development and following the City's Special Assessment Policy at the time of billing.

Concrete paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed, no sooner than, seventy-five percent (75%) of the lots in the Proposed Development have been issued building permits or after a five (5) year period.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling, and street lights for the Proposed Subdivision. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer shall perform the construction staking and the City shall inspect the same.
5. The Developer shall perform the testing of the water main, sanitary sewer and storm sewer under the supervision of the City of Appleton inspectors.
6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in Paragraph 1.
7. The Developer agrees to convey, by deed or dedication, to the City all the streets, roads, courts, avenues drives, public ways, sanitary sewer, water main, storm sewer and storm water facilities in the Proposed Subdivision. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Subdivision and this Agreement.
8. The Developer agrees to allow the City's continued use of parcel #31-6-6200-00 for soil

stockpile purposes, as a continuation of the agreement dated June 7, 2019, included within Exhibit 5, and the memorandum of understanding dated January 23, 2019, included within Exhibit 6, until the City no longer requires soil storage, not to exceed year 2030. This shall be effectuated via a temporary limited easement.

9. Upon completion of construction, and prior to acceptance of streets, the Developer shall provide a certification from a professional land surveyor licensed in the State of Wisconsin that all monumentation within the development is properly installed within three inches (3") of finished grade.
10. The Developer shall establish a level loop on the hydrants in the plat and a copy of those benchmarks shall be provided to the City.
11. The City agrees to accept the dedication of all the Public Improvements in the plat, whether by deed, dedication or easement, subject to the City's acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.
12. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements made by Developer in the Proposed Subdivision. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.
13. The estimate of costs paid by the Developer for items 3a – 3g is attached hereto as Exhibit 4 and shows the items and amounts projected to be paid by the Developer. The actual final costs for these items will be used as the basis for the special assessments billed to the developer.
14. The schedule for the Proposed Subdivision shall be as follows:
 - Infrastructure installation may commence after City approval of Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Plans and Specifications.
 - Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.
15. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
16. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Subdivision. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights shall be wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer will be

responsible for all costs associated with the decorative streetlights. The Developer will be responsible for requesting said decorative lights from We Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

17. This development is restricted to fourteen (14) building permits until a second public access is available.
18. The City represents and warrants to Developer that it has the power, authority, and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.
 - a. The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
 - b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.
19. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
20. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's partnership agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.
21. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Subdivision has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer has not taken any further action on the Proposed Subdivision.
22. This Agreement, along with Exhibits 1, 2, 3 and 4, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written, except for the Agreements previously approved by Council attached hereto as ***Exhibit 5***.
23. It is understood and agreed that the provisions of this Agreement shall be deemed severable

and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

24. This Agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.

CLEARWATER CREEK DEVELOPMENT, LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2023, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2023, the above-named Jacob A. Woodford and Kami L. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Provision has been made to pay the liability
that will accrue under this contract.

Approved as to Form:

Jeri Ohman, Director of Finance

Christopher R. Behrens, City Attorney

This instrument was drafted by:
Christopher R. Behrens, Appleton City Attorney
CL: A23-1111

EXHIBIT 1 - Legal Description

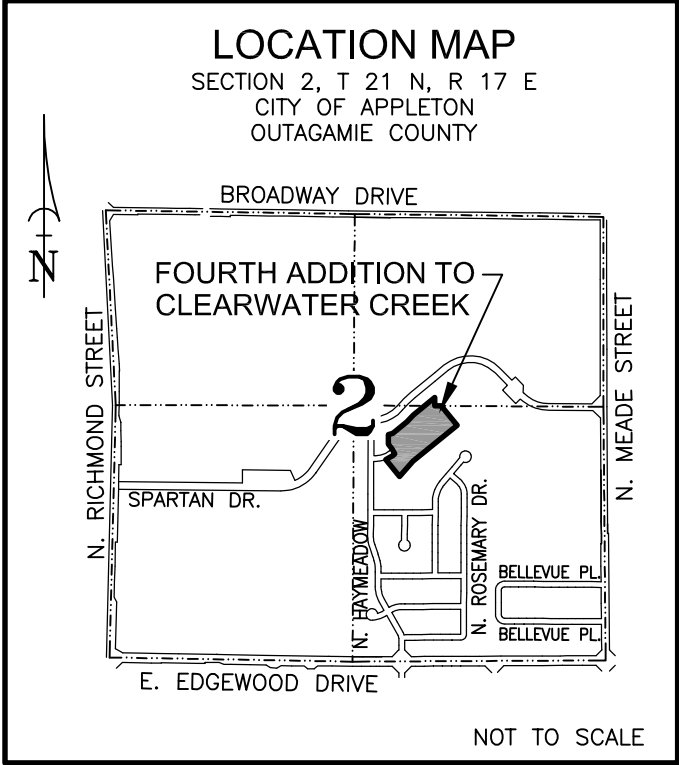
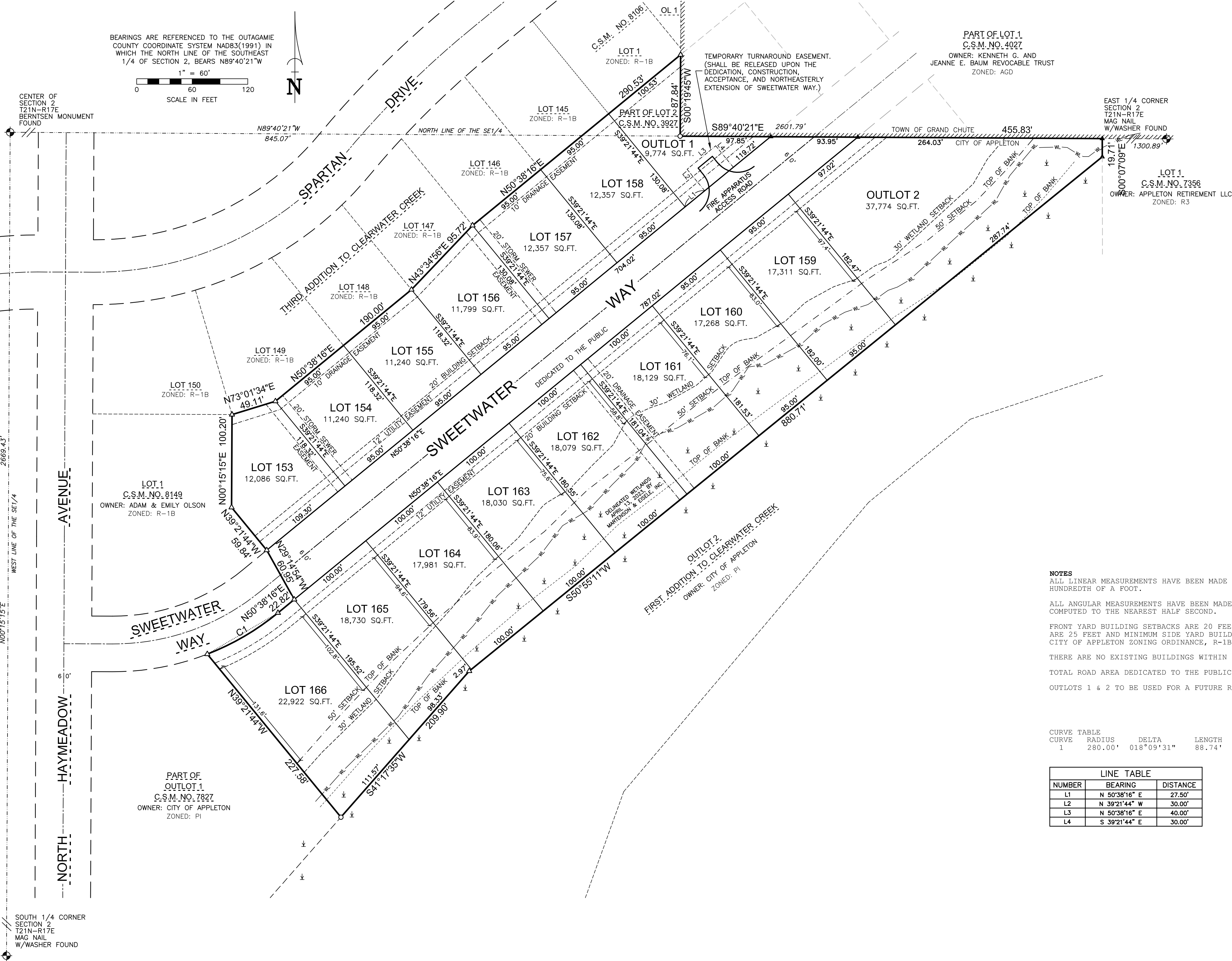
PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 19.71 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG THE NORTHERLY LINE OF OUTLOT 2, FIRST ADDITION TO CLEARWATER CREEK, A DISTANCE OF 880.71 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 35 SECONDS WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, A DISTANCE OF 209.90 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF OUTLOT 1, CERTIFIED SURVEY MAP NO. 7827, A DISTANCE OF 227.58 FEET; THENCE 88.74 FEET ALONG AN ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CHORD THAT BEARS NORTH 59 DEGREES 43 MINUTES 01.5 SECONDS EAST, 88.37 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 22.82 FEET; THENCE NORTH 29 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 60.95 FEET; THENCE THE FOLLOWING SIX CALLS ARE ALONG THE SOUTHERLY LINE OF THE THIRD ADDITION TO CLEARWATER CREEK AND CERTIFIED SURVEY MAP NO. 8106:

THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, 59.84 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS EAST, 100.20 FEET;
THENCE NORTH 73 DEGREES 01 MINUTES 34 SECONDS EAST, 49.11 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 190.00 FEET;
THENCE NORTH 43 DEGREES 34 MINUTES 56 SECONDS EAST, 95.72 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 290.53 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF LOT 2, CERTIFIED SURVEY MAP NO. 3927, A DISTANCE OF 87.84 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 455.83 FEET TO THE POINT OF BEGINNING. CONTAINING 312,063 SQ.FT. [7.164 ACRES].

FOURTH ADDITION TO CLEARWATER CREEK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 24" LONG, WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 - 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 - 1-1/4" O.D. ROUND REINFORCING BAR FOUND, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 - 3/4" ROD FOUND
 - GOVERNMENT CORNER
 - DELINEATED WETLANDS
 - MUNICIPAL BOUNDARY

UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

NOTES

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 20 SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.

FRONT YARD BUILDING SETBACKS ARE 20 FEET, THE MINIMUM REAR YARD BUILDING SETBACKS ARE 25 FEET AND MINIMUM SIDE YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-1B SINGLE-FAMILY DISTRICT.

THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATTED AREA.

TOTAL ROAD AREA DEDICATED TO THE PUBLIC: 44,731 SQUARE FEET [1.027 ACRES]

OUTLOTS 1 & 2 TO BE USED FOR A FUTURE R-1B ZONED RESIDENTIAL LOT.

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
1	280.00'	018°09'31"	88.74'	N 59°43'01.5" E	88.37'	N 68°47'47" E	N 50°38'16" E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 50°38'16" E	27.50'
L2	N 39°21'44" W	30.00'
L3	N 50°38'16" E	40.00'
L4	S 39°21'44" E	30.00'

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Martenson & Eisele, Inc.

1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

Drawing No. 1-0822-003
Sheet 1 of 2
This instrument drawn by: C. Cleary

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

I, CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTHERLY LINE OF OUTLOT 1, IN FIRST ADDITION TO CLEARWATER CREEK, A DISTANCE OF 880.71 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 35 SECONDS WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, A DISTANCE OF 209.90 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF OUTLOT 1, CERTIFIED SURVEY MAP NO. 7827, A DISTANCE OF 227.58 FEET; THENCE 88.74 FEET ALONG AN ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, SAID RIGHT-OF-WAY LINE BEING 88.74 FEET LONG, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, 88.37 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 22.82 FEET; THENCE NORTH 29 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 60.95 FEET; THENCE THE FOLLOWING SIX CALLS ARE ALONG THE SOUTHERLY LINE OF THE THIRD ADDITION TO CLEARWATER CREEK AND

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY AND THE CITY OF APPLETON IN SURVEYING, DIVIDING AND MAPPING THE SAME.

CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR S-2551

CLEARWATER CREEK, LLC, FURTHER CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: DEPARTMENT OF ADMINISTRATION, OUTAGAMIE COUNTY, AND CITY OF APPLETON.

Drawing No. 1-0822-003
Sheet 2 of 2
This instrument drawn by: C. Cleary



WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING
UNDER S.66.0703 WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, to wit:

The undersigned owner(s) of property benefited by the above proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S.66.0703 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S.66.0703 (7) of the Wisconsin Statutes, I/we hereby waive all special assessment notices and hearings required by S.66.0703 (7), and I /we hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec.66.0703 (7) Wisconsin Statutes.

Property Address _____ Signature of Owner(s) _____ Date _____

OFFICE USE ONLY

Notes:

Project Unit No. _____ Authorized City Representative: _____

Final Cost of Assessable Improvements: _____

Date work completed: _____

Date billed to Property Owner: _____

Billed by: _____

Clearwater Creek 4th Addition

Exhibit 4

Number of Lots: 14, Plus 2 Outlots

September 12, 2023

Lot Area: 267,047Square Feet

Developer: Clearwater Creek, LLC

Total C/L Footage: 801.3' (based on avg of lot frontages)

Work Order: TBD

Total Pavement Area (33' wide streets): 2,938 SY (not including stub outside plat)

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2023-2024 ESTIMATED)	Special Assessments (2030 ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$6,410.40	\$0.00	\$6,410.40	\$6,410.40	\$0.00		(801.3 C/L Ft.) x (\$8.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$44,070.00	\$0.00	\$44,070.00	\$44,070.00	\$0.00		(2,938 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment (Area 18T6)	\$18,896.25	\$0.00	\$18,896.25	\$18,896.25	\$0.00	5431	(\$70.76/1000 s.f.)*(267047s.f.)
Sewer Televising (estimated cost)	\$1,121.40	\$0.00	\$1,121.40	\$1,121.40	\$0.00	5427 5222	(1,602 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$1,602.00	\$0.00	\$1,602.00	\$1,602.00	\$0.00	4010	(801 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$160,200.00	\$0.00	\$160,200.00	\$0.00	\$160,200.00	4010	(801 LF) x (\$200.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$56,070.00	\$0.00	\$56,070.00	\$0.00	\$56,070.00	4010	(8010 s.f.) x (\$7.00/s.f.)
Sanitary Sewer	\$102,797.00	\$102,797.00	\$0.00	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$94,310.00	\$94,310.00	\$0.00	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$91,726.00	\$91,726.00	\$0.00	n/a	n/a	5371	Private Contractor hired by Developer
Sanitary Laterals	\$15,680.00	\$15,680.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Storm Laterals	\$14,000.00	\$14,000.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Water Services	\$20,300.00	\$20,300.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Grading & Graveling	\$80,100.00	\$80,100.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
Street Lights/Electric/Gas	\$48,512.00	\$48,512.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
TOTALS	\$755,795.05	\$467,425.00	\$288,370.05	\$72,100.05	\$216,270.00		

THIRD ADDITION TO CLEARWATER CREEK DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the City of Appleton by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911 ("City") and Clearwater Creek, LLC, a corporation with a business address of 2100 N. Freedom Road #A, Little Chute, WI 54140, the owner and developer ("Developer") of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Third Addition to Clearwater Creek residential subdivision on property within the corporate limits of the City ("Proposed Development"), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

WHEREAS, the Final Plat of the Third Addition to Clearwater Creek Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Development; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Development;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 4 below:
 - a. Sanitary laterals
 - b. Water services
 - c. Storm laterals, overland flow paths, yard drains and associated piping
 - d. Street Lights
 - e. All other infrastructure required for the developments as agreed to by the City and the Developer subject to this Development Agreement and the Agreement dated June 7, 2019.
2. The Developer shall provide the City an estimate for items 1a – 1e prior to the installation of the items for the development.
3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in *Exhibit 3*) for the development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. Street Name Signs
- b. Traffic Control Signs
- c. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3c for the development are attached hereto as *Exhibit 4*. The actual final costs for items 3a-3c will be used as the basis for the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary laterals, storm laterals, water services, and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements.
5. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements made by Developer in the Proposed Development. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.
6. The Developer shall pay the cost of all items listed under Paragraph 1 above. Sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer.
7. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.
8. The City agrees to waive all Administrative Fees related to this Development.
9. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
10. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.
11. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
 - b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.
12. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
13. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.
14. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer has not taken any further action on the Proposed Development.
15. This Agreement, along with *Exhibits 1 through 4* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written, except for the Agreements previously approved by Council (*Exhibits 5 and 6*).
16. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
17. This Agreement may not be modified or amended, except when placed in writing, with the written consent of the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

CLEARWATER CREEK DEVELOPMENT, LLC

By: Robert A De Bruin

By: _____

Printed Name: Robert A De Bruin

Printed Name: _____

Title: Member

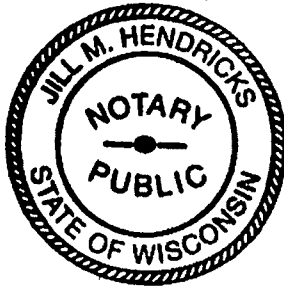
Title: _____

STATE OF WISCONSIN)

: ss.

Otagami COUNTY)

Personally came before me on this 19 day of October, 2020, the above-named persons, Robert A De Bruin and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Jill M Hendricks
Notary Public, State of Wisconsin
My commission is/expires: 10/19/2023

CITY OF APPLETON

By: _____

Jake Woodford, Mayor

By: _____

Kami Lynch, City Clerk

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me on this 26 day of October, 2020, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

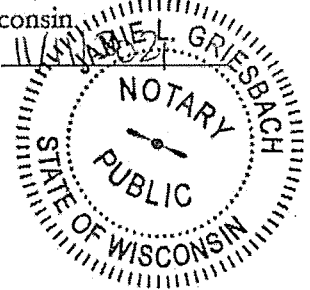
My commission expires: 11/1/2021

Provision has been made to pay the liability that will accrue under this contract.

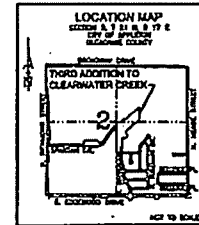
Tony Saucerman, Director of Finance

Approved as to Form:

Christopher Behrens, City Attorney



PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2921 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3973 AS DOCUMENT NO. 1541608, PART OF OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 7311 FILED IN VOLUME 44 OF CERTIFIED SURVEY MAPS ON PAGE 7311 AS DOCUMENT NO. 2923051, PART OF OUTLOT 1 CERTIFIED MAP NO. 7877 FILED AS DOCUMENT NO. 21707715, BEING PART OF THE SOUTHWEST 1/4 OF THE PRACTICAL, NORTHEAST 1/4 AND ALSO BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAUGE COUNTY, WISCONSIN.



SECTION AND REFERENCE TO THE CALIFORNIA
COUNTY COURTS BY THE SHERIFF (1911) AS
ON THE SOUTH LINE OF THE SHERIFF
1/4 OF SECTION 2, RANGE 5 OF T. 10 N.

1" = 100'

0 120 240

SCALE IN FEET

1° 0.3. FICHO DO DIA 0100 SET.
2° 1000. MICHAMCA 1.10 AMZ. MAR
3° 0000. PISTE AL ALA CLAMIN 10
COMUNICA

▲ 1-11/1. 0.00. BOMBA MICHAMCA 100
MAR SET. 2° 1000. MICHAMCA
0.300. MAR. PISTE CLAMIN 100

▲ 1-11/1. 0.00. BOMBA MICHAMCA 100
MAR SET. 2° 1000. MICHAMCA
0.300. MAR. PISTE CLAMIN 100

○ 3-1/1. 0.00. BOMBA FICHO
2° 1000. MICHAMCA 1.10 AMZ. MAR

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1-11/1. 0.00. BOMBA MICHAMCA 100
MAR SET. 2° 1000. MICHAMCA
0.300. MAR. PISTE CLAMIN 100

UTILITY SALESMENTS - NO POLICE
ON SCENE (CALLED) UP TO 20
MAGAZINE FROM THE
UTILITIES STORE MOBILE OFFICES MAY
CARRY THEM ON GROUND
VENDOR SELLING MAY NOT SELL ON
STREET THEM, AND OFFENDERS
A VIOLATION OF SECTION 24.22
OF MOBILE CITY STATUTES.
UTILITY SALESMENTS AS KEEPER
SET THEM AS FOR THE USE OF
PUBLIC BOWLS AND OFFERS
PUBLIC UTILITIES HAVING THE
RIGHT TO SELL THE AREA.

BONES
ALL LINEAL MEASUREMENTS HAVE BEEN MADE TO THE
NEAREST ONE HUNDREDTH OF A FOOT.

AND ANCHORED WITH JUMPSHOTS IN THE SHOT PILE TO THE
NEAREST SIX SECONDS AND COMPUTED TO THE NEAREST HALF
SECOND...

FROM THIS PYRAMID STRUTTERS ARE IN FEET, THE
NORTH END BEING 1700 INCLINED STRUTTERS ARE 18 FEET AND
THE SOUTH END BEING 1900 INCLINED STRUTTERS ARE 16 FEET AND
BE SET IN THE CITY OF APPLICATION FOR THE DISTANCE,
P-10 SUNDAY-MORNING 1917.CT,

TOTAL BONE WAS CUT OFF BY THE TWO POLICES
IN 1918 DURING FEB. 1914 AGENT


OUTLINE 1 TO BE 2100 FOR 1 FUTURE 2-10 BONE
RESIDENTIAL LOT.

There are no objections to this plan with respect to Secs. 234.12, 234.14, 234.29 and 234.31(f) and W's fees, as provided by a 234.12, 97% fee.

Enrolled _____, 20__

Department of Administration

Martenson & Elsele, Inc.

 1277 Midway Road
Tomball, TX 77375
www.ef.com
713-261-1100 1-800-770-0000

[illegible]

Ordering No. 1-0023-023
Page 1 of 2
This document is not for circulation.

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, to wit:

In accordance with S. 66.0703 (7) of the Wisconsin Statutes, I/we hereby waive all special assessment notices and hearings required by S. 66.0703 (7), and I /we hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec. 66.0703(7) Wisconsin Statutes.

////////////////////////////////////

FIELD NOTES:

Inspector/Surveyor Name _____

Date returned to office _____

Development Agreement- Clearwater Creek 3rd Addition		Exhibit 4		3rd Addition		NOTES / COMMENTS
		Number of Lots :		26		
		Total Lot Area (SF) :		404,273		
		Total C/L Footage (LF) :		2,189		
		Total Pavement Area (SF) :		77,788		
City of Appleton Costs (Assessed) <i>Estimated</i>		Storm Sewer Televising		N/A		\$0.70 per foot
		Street Name / Traffic Control Signs		\$3,283.50		\$1.50 per c/l foot
		Concrete Pavement		N/A		\$60.00 per front ft. (for 20% of lots)
		Sidewalks - at time of Concrete Pavement		\$26,268.00		\$30.00 per front ft. (for 20% of lots)
		TOTALS		\$29,551.50		
City of Appleton Costs (NOT Assessed) <i>Estimated</i>		Administrative Fees (Engineering, Inspection, Survey)		\$16,417.50		\$7.50 per c/l foot
		Temporary Asphalt Pavement		N/A		\$15.00 per square yard
		TOTALS		\$16,417.50		
Developer Costs And Responsibility <i>Estimated</i>		Sanitary Sewer				
		Storm Sewer				
		Water Main				
		Sanitary Laterals				
		Storm Laterals				
		Water Services				
		Grading & Graveling				
		Street Lights				
		Private Electric				
		Private Gas				
TOTALS				\$0.00		
PROJECT TOTALS				\$45,969.00		

A G R E E M E N T

This Agreement is being made by and between the City of Appleton, Wisconsin, a Wisconsin municipal corporation (hereinafter "the City") and Clearwater Creek Development, LLC, (hereinafter "Clearwater Creek").

WHEREAS, Clearwater Creek is the owner of certain property located in the city of Appleton, and

WHEREAS, Clearwater Creek desires to develop certain property they own near the area of Spartan Drive, and

WHEREAS, the City of Appleton will construct Spartan Drive and stormwater management facilities, and Clearwater Creek wishes the City of Appleton to so construct Spartan Drive and stormwater management facilities, and

NOW, THEREFORE, the parties agree as follows:

1. The recitals are incorporated herein by reference as if fully set forth.
2. Clearwater Creek agrees to dedicate to the City of Appleton for roadway and stormwater management facilities purposes, property within the city of Appleton, as described in Exhibit A.
3. The City wishes to accept Clearwater Creek's dedication of the above parcels.
4. The City agrees that the City will be responsible for the construction and installation of storm sewer, sanitary sewer, and water main, within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A".
5. That the City shall be responsible for the costs associated with grading, graveling and paving and including concrete paving of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A" and these costs shall not be assessed by the City of Appleton.
6. That the properties adjacent to Spartan Drive and Haymeadow Avenue shall not be assessed by the City of Appleton for any costs for the installation of sanitary sewer, storm sewer, or water main infrastructure within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A".

7. That Clearwater shall:

- a. convey Parcel C for the purpose of construction of a stormwater pond and inlet pipe, at no cost to the City, as shown as Parcel C on Exhibit "A" attached hereto;
- b. dedicate Parcel D, as right-of-way for Spartan Drive at no cost to the City, shown as Parcel D on Exhibit "A" attached hereto;
- c. shall provide a Permanent Easement for a yard drain and stormwater pipe at no cost to the City as shown as PLE A on Exhibit "A" attached hereto;
- d. shall provide a Permanent Easement for a yard drain and stormwater pipe at no cost to the City as shown as PLE B on Exhibit "A" attached hereto;
- e. shall provide a Temporary Limited Easement for the long-term stockpiling of soil at no cost to the City as shown as PLE C on Exhibit "A" attached hereto, with said TLE to expire December 31, 2025;
- f. shall provide a Temporary Limited Easement for the purpose of grading Haymeadow Avenue and Spartan Drive, including the stockpiling of soil on TLE F, on the properties identified as TLE E, TLE F, and TLE G on shown on Exhibit "A" attached hereto.

8. City of Appleton shall;

- a. Construct a street and associated utilities in 2020 in Parcel C (Street C) to the east lot line of Parcel C that is a minimum of 320 feet south of Spartan Drive. Any land north of Street C will be deeded back to Clearwater Creek.
- b. Provide stormwater drainage such that any lot that is 50 feet to the north of Spartan Drive will not impose additional stormwater requirements on Clearwater Creek other than yard drains and stormwater pipe. All land east of Haymeadow Avenue and north of 50 feet of Spartan Drive will require additional stormwater management by the Developer.

Dated this 7 day of June, 2019.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Clearwater Creek Development, LLC

By: Robert A De Bruin
Printed Name: Robert A De Bruin
Title: Member

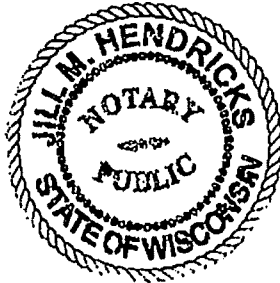
By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)

: ss.

Outagamie COUNTY)

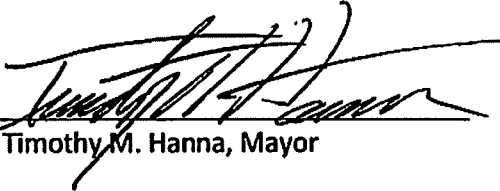
Personally came before me on this 7 day of JUNE, 2019,
the above-named Robert A De Bruin and _____, to
me known to be the persons who executed the foregoing instrument and acknowledge the
same.



Jill M Hendricks
Printed Name: Jill M Hendricks
Notary Public, State of Wisconsin
My commission is/expires: 12-19-19

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]


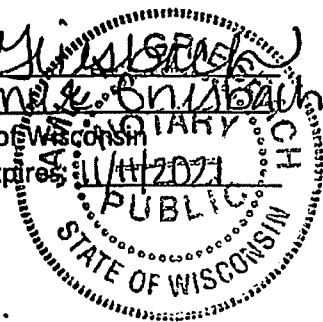
City of Appleton

By: 
Timothy M. Hanna, Mayor

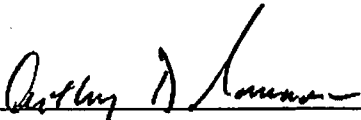
By: 
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this 20 day of June, 2019, the above-named Timothy M. Hanna and Kami Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.


Printed Name: James P. Walsh
Notary Public, State of Wisconsin
My commission expires 11/11/2021


Provision has been made to pay the liability that will accrue under this contract.


Anthony D. Saucerman, Director of Finance

Approved as to Form:


James P. Walsh, City Attorney

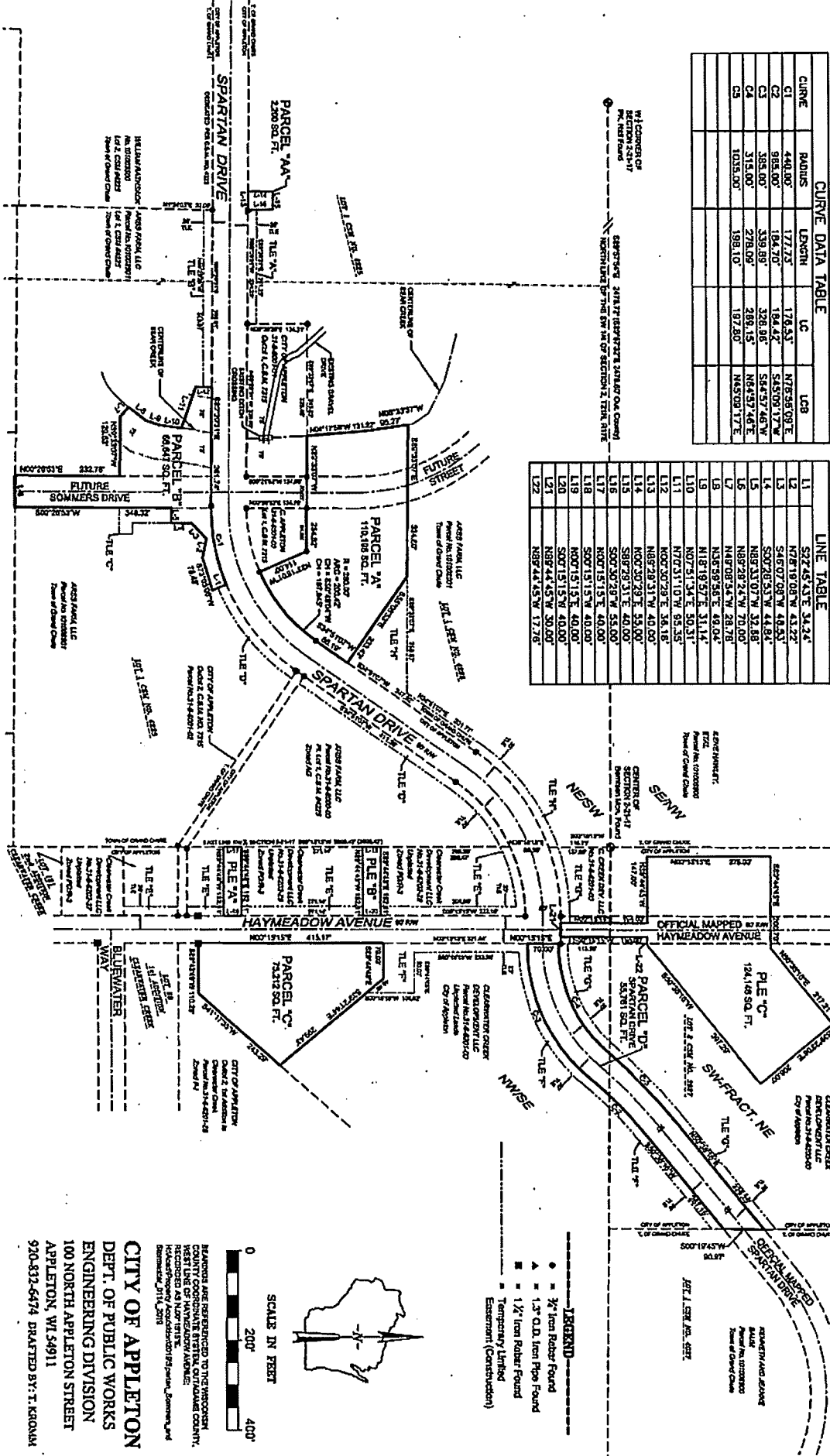
This instrument was drafted by:
James P. Walsh, Appleton City Attorney
City Law A19-0189

EXHIBIT A

Part of Lot 1 of Certified Survey Map No. 4225 recorded in Volume 23 of Certified Survey Maps on Page 4225 as Document No. 1447327 and Part of Lot 2 of Certified Survey Map No. 3927 recorded in Volume 21 of Certified Survey Maps on Page 3927 as Document No. 1388606 and Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), being located in the North One-Half (N 1/2) of the Southwest Quarter (SW 1/4), the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Fractional Northeast Quarter (NE 1/4) of Section 2, Township 21 North, Range 17 East, City of Appleton and the Town of Grand Chute, Outagamie County, Wisconsin.

CURVE	RADIUS	LENGTH	LC	LCB
C1	440.00'	177.23'	176.53'	N75°58'08"E
C2	984.00'	194.20'	184.42'	S45°09'12"W
C3	328.00'	339.89'	328.06'	S44°57'46"W
C4	315.00'	278.00'	269.15'	N64°57'46"E
C5	1053.00'	193.10'	187.80'	N45°09'17"E

LINE	TABLE
L1	S27°45'43"E 34.34'
L2	N78°18'08"W 43.22'
L3	S46°07'08"W 44.83'
L4	S00°28'33"W 44.84'
L5	N89°33'07"W 32.48'
L6	N89°28'24"W 70.00'
L7	N48°08'44"W 28.78'
L8	N35°39'56"E 49.04'
L9	N18°19'57"E 31.14'
L10	N07°51'34"E 50.31'
L11	N70°31'10"W 85.35'
L12	N06°30'28"E 36.18'
L13	N89°28'31"W 40.00'
L14	N00°30'28"E 53.00'
L15	S00°28'31"E 40.00'
L16	S00°30'28"W 55.00'
L17	S00°18'15"E 40.00'
L18	S00°18'15"E 40.00'
L19	N00°19'12"E 40.00'
L20	S00°19'15"W 40.00'
L21	N89°44'45"W 30.00'
L22	N89°44'45"W 17.76'



CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474 DRAFTED BY: T. KROMA

ARBB FARM, LLC
Tax Key #101008901
PARCEL "AA"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.0505 Acres (2,200 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 1029.19 feet along the North line of the SW ¼ of said Section 2;
Thence South 00°02'06" West 750.31 feet to the Point of Beginning;
Thence South 89°29'31" East 40.00 feet;
Thence South 00°30'29" West 55.00 feet to the North line of Spartan Drive;
Thence North 89°29'31" West 40.00 feet coincident with the North line of Spartan Drive;
Thence North 00°30'29" East 55.00 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC
Tax Key #101008901
PARCEL "A"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2.5298 Acres (110,198 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 1542.63 feet along the North line of the SW ¼ of said Section 2;
Thence South 00°02'06" West 450.14 feet to the Point of Beginning;
Thence South 89°33'07" East 334.60 feet;
Thence South 55°08'53" East 233.42 feet to the Northwesterly line of Spartan Drive;
Thence South 34°51'07" West 86.19 feet coincident with the Northwesterly line of Spartan Drive;
Thence Southwesterly 200.42 feet along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears South 50°48'04" West 197.85 feet coincident with the Northwesterly line of Spartan Drive;
Thence North 23°16'01" West 114.00 feet;
Thence North 89°33'07" West 254.52 feet;
Thence North 04°17'58" West 131.22 feet;
Thence North 08°33'37" West 95.27 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC
Tax Key #101008901
PARCEL "B"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 1.5300 Acres (66,647 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 1458.72 feet along the North line of the SW ¼ of said Section 2;
Thence South 00°02'06" West 888.86 feet to the South line of Spartan Drive and being the Point of Beginning;

Thence South 89°29'31" East 261.74 feet coincident with the South line of Spartan Drive;
Thence Easterly 177.73 feet coincident with the South line of Spartan Drive, along the arc of curve to the left having a radius of 440.00 feet and the chord of which bears North 78°56'09" East 176.53 feet;
Thence South 22°45'43" East 34.24 feet; Thence South 73°05'06" West 75.48 feet;
Thence North 78°19'08" West 43.22 feet; Thence South 46°07'08" West 48.53 feet;
Thence South 00°26'53" West 44.84 feet; Thence North 89°33'07" West 32.68 feet;
Thence South 00°26'53" West 348.32 feet; Thence North 89°29'24" West 70.00 feet;
Thence North 00°26'53" East 232.78 feet; Thence North 89°33'07" West 129.63 feet;
Thence North 49°08'54" West 28.78 feet; Thence North 36°59'56" East 49.04 feet;
Thence North 18°19'57" East 31.14 feet; Thence North 07°51'34" East 50.31 feet;
Thence North 70°31'10" West 95.35 feet; Thence North 00°30'29" East 36.18 feet to the point of beginning.
See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6201-00

PARCEL "C"

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.7266 Acres (75,212 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;
Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;
Thence South 00°15'15" West 507.00 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;
Thence South 89°44'45" East 79.09 feet;
Thence South 39°21'44" East 299.43 feet;
Thence South 41°17'35" West 243.29 feet;
Thence South 89°43'49" West 110.29 feet to the East line of Haymeadow Avenue;
Thence North 00°15'15" East 415.17 feet coincident with the East line of Haymeadow Avenue to the point of beginning.
See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6200-00 and 31-6-6201-00

PARCEL "D"

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No. 1388606, located in and being a part of the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.2801 Acres (55,761 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;
Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;
Thence South 00°15'15" West 115.56 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;
Thence Northeasterly 278.09 feet along the arc of a curve to the left having a radius of 315.00 feet and the chord of which bears North 64°57'46" East 269.15 feet
Thence continue Northeasterly 198.10 feet along the arc of a curve to the right having a radius of 1,035.00 feet and the chord of which bears North 45°09'17" East 197.80 feet;
Thence North 50°38'16" East 325.25 feet;

Thence South 00°19'45" West 90.97 feet;
Thence South 50°38'16" West 267.15 feet;
Thence Southwesterly 184.70 feet along the arc of curve to the left having a radius of 965.00 feet and the chord of which bears South 45°09'17" West 184.42 feet;
Thence Southwesterly 339.89 feet along the arc of a curve to the right having a radius of 385.00 feet and the chord of which bears South 64°57'46" West 328.96 feet;
Thence North 00°15'15" East 70.00 feet coincident with the East line of Haymeadow Avenue to the point of beginning.
See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6202-28

PLE "A"

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.1397 Acres (6,084 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;
Thence South 00°15'15" West 824.15 feet coincident with the West line of the SE ¼ of said Section 2 to the Point of Beginning;
Thence South 89°44'45" East 152.11 feet;
Thence South 00°15'15" West 40.00 feet;
Thence North 89°44'45" West 152.11 feet;
Thence North 00°15'15" East 40.00 feet to the point of beginning.
See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6202-28

PLE "B"

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.1397 Acres (6,084 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;
Thence South 00°15'15" West 513.01 feet coincident with the West line of the SE ¼ of said Section 2 to the Point of Beginning;
Thence South 89°44'45" East 152.11 feet;
Thence South 00°15'15" West 40.00 feet;
Thence North 89°44'45" West 152.11 feet;
Thence North 00°15'16" East 40.00 feet to the point of beginning.
See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6200-00 and 31-6-6200-01

PLE "C"

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21

North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 2.8500 (124,146 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W $\frac{1}{4}$ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW $\frac{1}{4}$ to the Center of said Section 2;
Thence North 00°19'45" East 359.17 feet along the West line of the Fractional Northeast $\frac{1}{4}$ of said Section 2 and being coincident with the West line of said Lot 2;
Thence South 89°44'45" East 19.64 feet to the Point of Beginning;
Thence continue South 89°44'45" East 200.79 feet;
Thence North 50°38'16" East 217.21 feet;
Thence South 39°23'08" East 208.00 feet;
Thence South 50°38'16" West 397.29 feet;
Thence North 89°44'45" West 17.76 feet;
Thence South 00°15'15" West 195.00 feet;
Thence North 89°44'45" West 30.00 feet;
Thence North 00°15'15" East 195.00 feet;
Thence North 89°44'45" West 147.00 feet;
Thence North 00°15'15" East 275.00 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC

Tax Key #101008901

TLE "A"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1154 Acres (5,027 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W $\frac{1}{4}$ corner of said Section 2;
Thence South 89°57'54" East 1068.90 feet along the North line of the SW $\frac{1}{4}$ of said Section 2;
Thence South 00°02'06" West 785.64 feet to the Point of Beginning;
Thence South 89°29'31" East 251.35 feet;
Thence South 00°30'29" West 20.00 feet to the North line of Spartan Drive;
Thence North 89°29'31" West 251.35 feet coincident with the North line of Spartan Drive;
Thence North 00°30'29" East 20.00 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC

Tax Key #101008901

TLE "B"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1785 Acres (7,775 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W $\frac{1}{4}$ corner of said Section 2;
Thence South 89°57'54" East 1069.92 feet along the North line of the SW $\frac{1}{4}$ of said Section 2;
Thence South 00°02'06" West 885.65 feet to the South line of Spartan Drive and being the Point of Beginning;
Thence South 89°29'31" East 388.81 feet coincident with the South line of Spartan Drive;
Thence South 00°30'29" West 20.00 feet;

Thence North 89°29'31" West 388.81 feet;
Thence North 00°30'29" East 20.00 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC

Tax Key #101008901

TLE "C"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1028 Acres (4,478 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 1724.45 feet along the North line of the SW ¼ of said Section 2;
Thence South 00°02'06" West 980.16 feet to the Point of Beginning;
Thence South 89°33'07" East 32.68 feet;
Thence South 00°26'53" West 87.13 feet;
Thence East 24.35 feet;
Thence South 28.72 feet;
Thence North 89°28'03" West 57.26 feet;
Thence North 00°26'53" East 115.57 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC

Tax Key #101008901 and 31-6-6000-00

TLE "D"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton and the Town of Grand Chute, Outagamie County, Wisconsin, containing 0.3905 Acres (17,010 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;
Thence South 89°40'21" East 152.11 feet along the North line of the SE ¼ of said Section 2;
Thence South 00°15'15" West 190.63 feet to the Southwest corner of Spartan Drive and Haymeadow Avenue and being the point of beginning;
Thence South 00°15'15" West 897.17 feet coincident with the West line of Haymeadow Avenue;
Thence South 89°43'49" West 20.00 feet;
Thence North 00°15'15" East 876.76 feet;
Thence Southwesterly 308.75 feet along the arc of a curve to the left having a radius of 340.00 feet and the chord of which bears South 60°52'00" West 298.25 feet;
Thence South 34°51'07" West 434.11 feet;
Thence Southwesterly 260.98 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears South 51°06'19" West 257.49 feet;
Thence North 22°45'43" West 20.00 feet;
Thence Northeasterly 249.67 feet coincident with the Southeasterly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears North 51°06'28" East 246.34 feet;
Thence North 34°51'07" East 434.11 feet coincident with the Southeasterly line of Spartan Drive;

Thence Northeasterly 348.10 feet coincident with the Southeasterly line of Spartan Drive along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears North 62°33'10" East 334.69 feet to the point of beginning.

See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6202-27 and 31-6-6202-28

TLE "E"

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.4291 Acres (18,690 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 89°40'21" East 152.11 feet along the North line of the SE ¼ of said Section 2;

Thence South 00°15'15" West 190.63 feet to the Southwest corner of Spartan Drive and Haymeadow Avenue and being the point of beginning;

Thence South 00°15'15" West 897.17 feet coincident with the West line of Haymeadow Avenue;

Thence South 89°43'49" West 20.00 feet;

Thence North 00°15'15" East 876.76 feet;

Thence Southwesterly 308.75 feet along the arc of a curve to the left having a radius of 340.00 feet and the chord of which bears South 60°52'00" West 298.25 feet;

Thence South 34°51'07" West 434.11 feet;

Thence Southwesterly 260.98 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears South 51°06'19" West 257.49 feet;

Thence North 22°45'43" West 20.00 feet;

Thence Northeasterly 249.67 feet coincident with the Southeasterly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears North 51°06'28" East 246.34 feet;

Thence North 34°51'07" East 434.11 feet coincident with the Southeasterly line of Spartan Drive;

Thence Northeasterly 348.10 feet coincident with the Southeasterly line of Spartan Drive along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears North 62°33'10" East 334.69 feet to the point of beginning.

Less and excepting that area contained within the afore described PLE "A" and PLE "B".

See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6200-00 and 31-6-6201-00

TLE "F"

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.6565 Acres (28,597 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;

Thence South 00°15'15" West 185.56 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;

Thence Northeasterly 339.89 feet along the arc of a curve to the left having a radius of 385.00 feet and the chord of which bears North 64°57'46" East 328.96 feet

Thence continue Northeasterly 184.70 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 45°09'17" East 184.42 feet;

Thence North 50°38'16" East 267.15 feet;

Thence South 00°19'45" West 25.99 feet;

Thence South 50°38'16" West 250.56 feet;

Thence Southwesterly 180.87 feet along the arc of curve to the left having a radius of 945.00 feet and the chord of which bears South 45°09'17" West 180.60 feet;

Thence continue Southwesterly 337.54 feet along the arc of a curve to the right having a radius of 405.00 feet and the chord of which bears South 63°32'51" West 327.86 feet;

Thence South 00°15'15" West 233.26 feet;

Thence South 89°44'45" East 90.00 feet;

Thence South 00°15'15" West 106.02 feet;

Thence North 39°21'44" West 48.48 feet;

Thence North 89°44'45" West 79.09 feet;

Thence North 00°15'15" East 321.44 feet to the Point of Beginning.

See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6200-00 and 31-6-6201-00

TLE "G"

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.4536 Acres (19,760 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 89°40'21" East 167.11 feet along the North line of the SE ¼ of said Section 2;

Thence South 00°15'15" West 110.62 feet to a point on the North line of Spartan Drive and being the Point of Beginning;

Thence North 89°44'45" West 15.00 feet;

Thence Westerly 155.32 feet along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears South 80°08'28" West 154.51 feet;

Thence North 00°15'15" East 21.25 feet;

Thence Easterly 155.03 feet along the arc of a curve to the right having a radius of 460.00 feet and the chord of which bears North 80°35'55" East 154.30 feet;

Thence South 89°44'45" East 15.00 feet;

Thence South 00°15'15" West 20.00 feet;

Thence South 89°44'45" East 30.00 feet;

Thence North 00°15'15" East 20.00 feet;

Thence South 89°44'45" East 15.00 feet;

Thence South 00°15'15" West 5.00 feet;

Thence Northeasterly 260.44 feet along the arc of a curve to the left having a radius of 295.00 feet and the chord of which bears North 64°57'46" East 252.06 feet;

Thence continue Northeasterly 201.93 feet along the arc of a curve to the right having a radius of 1,055.00 feet and the chord of which bears North 45°09'17" East 201.62 feet;

Thence North 50°38'16" East 341.85 feet;

Thence South 00°19'45" West 25.99 feet;

Thence South 50°38'16" West 325.25 feet;

Thence Southwesterly 198.10 feet along the arc of curve to the left having a radius of 1,035.00 feet and the chord of which bears South 45°09'17" West 197.80 feet;

Thence Southwesterly 278.09 feet along the arc of a curve to the right having a radius of 315.00 feet and the chord of which bears South 64°57'46" West 269.15 feet;
Thence North 00°15'15" East 5.00 feet;
Thence North 89°44'45" West 45.00 feet to the point of beginning.
See also attached Exhibit "A".

ARBB FARM, LLC

Tax Key #101008901

TLE "H"

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.6463 Acres (28,153 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 00°15'15" West 116.71 feet coincident with the East line of the SW ¼ of said Section 2 to the Point of Beginning;

Thence continue South 00°15'16" West 21.25 feet to the Northerly line of Spartan Drive;

Thence Southwesterly 270.14 feet coincident with the Northwesternly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears South 52°26'25" West 265.91 feet;

Thence South 34°51'07" West 347.92 feet coincident with the Northwesternly line of Spartan Drive;

Thence North 55°08'53" West 233.42 feet;

Thence South 89°33'07" East 258.67 feet;

Thence North 34°51'07" East 201.77 feet;

Thence Northeasterly 289.76 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears North 52°53'52" East 285.00 feet to the point of beginning.

See also attached Exhibit "A".

AGREEMENT

This Agreement is being made by and between the City of Appleton, Wisconsin, a Wisconsin municipal corporation (hereinafter "the City") and Clearwater Creek Development, LLC, (hereinafter "Clearwater Creek").

WHEREAS, Clearwater Creek is the owner of certain property located in the city of Appleton, and

WHEREAS, Clearwater Creek desires to develop certain property they own near the area of Spartan Drive, and

WHEREAS, the City of Appleton will construct Spartan Drive and a sanitary lift station, and Clearwater Creek wishes the City of Appleton to so construct Spartan Drive and lift station, and

NOW, THEREFORE, the parties agree as follows:

1. The recitals are incorporated herein by reference as if fully set forth.
2. Clearwater Creek agrees to dedicate to the City of Appleton for roadway and sanitary lift station purposes, property within the city of Appleton, as described in Exhibit A.
3. The City wishes to accept Clearwater Creek's dedication of the above parcels.
4. The City agrees that the City will be responsible for the construction and installation of storm sewer, sanitary sewer, and water main, within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B".
5. That the City shall be responsible for the costs associated with grading, graveling and paving of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B" and these costs shall not be assessed by the City of Appleton.
6. That the properties adjacent to Spartan Drive and Haymeadow Avenue shall not be assessed by the City of Appleton for any costs for the installation of sanitary sewer, storm sewer, or water main infrastructure within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B".
7. That Clearwater shall:
 - a. provide an easement for the sanitary forcemain at no cost to the City (shown as "2" on Exhibit "B" attached hereto);
 - b. dedicate the right-of-way for Spartan Drive and Haymeadow Avenue at no cost to the City (shown as "1" on Exhibit "B" attached hereto);

Dated this 3 day of February, 2016.

Clearwater Creek Development, LLC

By: Robert A DeBruin
Printed Name: Robert A De Bruin
Title: Member

By: _____
Printed Name: _____
Title: _____

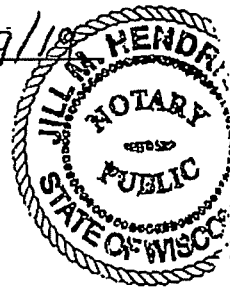
STATE OF WISCONSIN)

: ss.
Ottawamille COUNTY)

Personally same before me on this 3 day of February, 2016, the
above-named Robert A De Bruin and _____, to me
known to be the persons who executed the foregoing instrument and acknowledge the same.

Jill M Hendricks
Printed Name: Jill M Hendricks
Notary Public, State of Wisconsin
My commission is/expires: 10/19/18

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



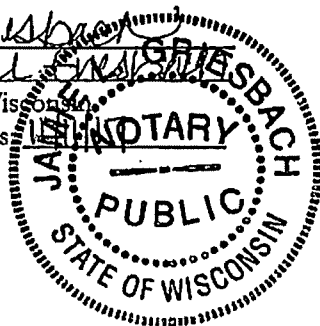
City of Appleton

By: [Signature]
Timothy M. Hanna, Mayor

By: [Signature]
Kami Seefeldt, City Clerk
Lynch

STATE OF WISCONSIN)
: ss.
OUTAGAMIE COUNTY)

Personally came before me on this 4 day of April, 2016, the
above-named Timothy M. Hanna and Kami Seefeldt, to me known to be the persons who executed
the foregoing instrument and acknowledge the same.

[Signature]
Printed Name: James P. Walsh
Notary Public, State of Wisconsin
My commission is/expires 1/1/17


Provision has been made to pay the liability
that will accrue under this contract.

[Signature]
Anthony D. Saucerman, Director of Finance

Approved as to Form:

[Signature]
James P. Walsh, City Attorney

This instrument was drafted by:
James P. Walsh, Appleton City Attorney
J:\Attorney\WORD\Agreements (General)\SPARTAN DRIVE-
HAYMEADOW AVENUE - Agrm with Pat Hietpas - 02-03-16.doc

EASEMENT AGREEMENT

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Clearwater Creek Development LLC, a Wisconsin Limited Liability Company, as owner (Grantor) does hereby grant to the City of Appleton ("Grantee") a utility easement, City Infrastructure easement and an Ingress egress access easement upon, within and beneath a portion of grantor's land and being further described below.

See Exhibit "A" for a property description, terms and conditions.
See Exhibit "B" for Map, all attached hereto and incorporated herein by reference.

Record and return to:
City of Appleton - City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799

Tax Key No.: 31-6-6201-00

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 3 day

of February, 2016.

Clearwater Creek Development LLC, a Wisconsin Limited Liability Company

By Robert A. DeBruin By _____

Printed Name Robert A. DeBruin Printed Name _____

Title Member Title _____

STATE OF WISCONSIN)

)ss

OUTAGAMIE COUNTY)

Personally came before me this 3 day of February, 2016, the above-named,

Robert A. DeBruin and _____ to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires 3/19/19



EXHIBIT "A"

AREA "1" (SEE EXHIBIT "B") = SANITARY SEWER, STORM SEWER, WATERMAIN, AND CITY STREET EASEMENT

It is agreed that the Grantor, its lessees, successors, heirs or assigns (hereinafter referred to as "Grantor"), shall have full use and enjoyment of the property referenced below provided that such use does not interfere with Grantee's right to install, replace, operate, maintain, repair and relocate the above described City utilities or Infrastructure Improvements. It is further agreed that after installing, replacing, operating, maintaining, repairing or relocating of said City utilities or Infrastructure Improvements Grantee shall restore said property, as closely as possible, to the condition previously existing, and Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said installation, replacement, operation, maintenance, repair or relocation of said City utilities or Infrastructure Improvements. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. This easement includes the right of access and to operate any and all necessary equipment thereon. This area is intended to be a permanent easement until such time mutually agreeable terms are reached for the Grantee to become the fee owner of the below described easement area.

The servient property is described as: All of City of Appleton Tax Parcel No.31-6-6201-00, located in and being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

The easement is described as: All those lands of the owner within the following described traverse: Being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.4047 Acres of land m/l and described as follows:
Commencing at the most North and East line of Haymeadow Avenue as dedicated by the FIRST ADDITION TO CLEARWATER CREEK PLAT and being the point of beginning;
Thence South 89°43'49" West 60.00 feet, along a North line of said Plat to the West line of Haymeadow Avenue;
Thence North 00°15'15" East 732.17 feet;
Thence Southwesterly 156.92 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South 77°46'00" West 155.68 feet; Thence North 00°15'15" East 86.57 feet;
Thence Northeasterly 155.20 feet along the arc of a curve to the right having a radius of 440.00 feet and the chord of which bears North 80°08'59" East 154.39 feet; Thence South 89°44'45" East 60.00 feet
Thence South 00°15'15" West 811.62 feet to the Point of Beginning.

AREA "2" (SEE EXHIBIT "B") = SANITARY SEWER FORCE MAIN EASEMENT

It is agreed that the Grantor, its lessees, successors, heirs or assigns (hereinafter referred to as "Grantor"), shall have full use and enjoyment of the property referenced below provided that such use does not interfere with Grantee's right to install, replace, operate, maintain, repair and relocate a sanitary sewer force main. It is further agreed that after installing, replacing, operating, maintaining, repairing or relocating of said sanitary sewer force main Grantee shall restore said property, as closely as possible, to the condition previously existing, and Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said installation, replacement, operation, maintenance, repair or relocation of said sanitary sewer force main. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. This easement includes the right of access and to operate any and all necessary equipment thereon. This easement is intended to be temporary and the Grantee agrees to release any and all interest in said property upon the installation of a permanent sanitary sewer force main within future Sommers Drive.

The servient property is described as: All of City of Appleton Tax Parcel No.31-6-6201-00, located in and being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

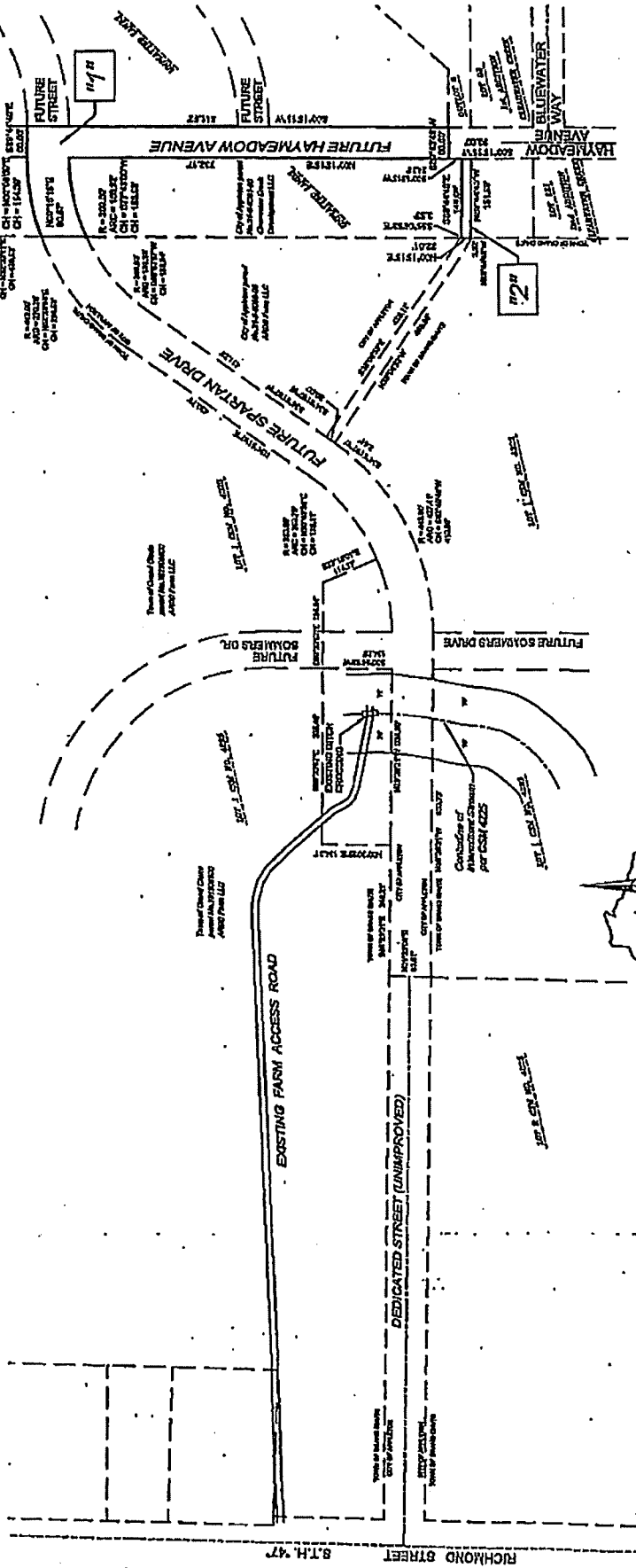
The easement is described as:

All those lands of the owner within the following described traverse: Being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.0699 Acres of land m/l and described as follows:
Commencing at the most North and East line of Haymeadow Avenue as dedicated by the FIRST ADDITION TO CLEARWATER CREEK PLAT;
Thence South 89°43'49" West 60.00 feet, along a North line of said Plat to the West line of Haymeadow Avenue;
Thence South 00°15'15" West 24.75 feet along the West line of Haymeadow Avenue to the point of beginning;
Thence continue South 00°15'15" West 20.00 feet along the West line of Haymeadow Avenue;
Thence North 89°44'45" West 151.99 feet; Thence North 00°15'15" East 22.01 feet;
Thence South 55°08'53" East 3.53 feet;
Thence South 89°44'45" East 149.09 feet to the Point of Beginning.

APPROVED AS TO FORM: James P. Walsh, City Attorney
Drafted by: James P. Walsh, City Attorney
H:\Word doc\Easements\Sanitary\2016\SpurlineDr_Clearwater_0120_2016.doc

EXHIBIT "B"

Part of the Northwest 1/4 of the Southwest 1/4 Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.



CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474
DRAFTED BY: T. KROMM

SCALE IN FEET



RECORDS ARE REFERENCED TO THE WISCONSIN
COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY,
WEST LINE OF HAYMEADOW AVENUE,
RECORDED AS MAP 1071E
HAYMEADOW AVENUE (165) 1071E, 0121, 0116

**MEMORANDUM OF UNDERSTANDING
FOR
BROADWAY DRIVE STOCKPILE SOUTH OF BROADWAY DRIVE**

This Memorandum of Understanding is meant to document the agreement for the City of Appleton's use of the parcel 31-6-200-00 owned by Clearwater Creek Development for soil stockpile purposes. The stockpile shall be located as shown on the attached plan sheet SP-1. The soil will be generated from the Leona Street Stormwater Pond Project beginning in May 2019. Following are the terms of this agreement:

- The City of Appleton's contractor shall strip topsoil within stockpile limits prior to placing any soil.
- The City of Appleton's contractor will stockpile approximately 13,300 CY of soil.
- The City's contractor shall place erosion control and seed in accordance with City specifications.
- Owner grants permission for the stockpile to remain in place until December 31st, 2023, by which time the City intends to use the stockpiled material to construct Spartan Drive west of Meade Street. If Spartan Drive construction is delayed, both parties will negotiate in good faith a new deadline for removal of the stockpile.

By: Robert DeBruin
Robert Debruin

Date: 1-21-19

By: Paula Vandehey
Paula A. Vandehey, Director of Public Works
City of Appleton

Date: 1-23-19