

**SIXTH AMENDMENT TO  
RIVERHEATH DEVELOPMENT AGREEMENT**

WHEREAS, RiverHeath LLC, a Wisconsin limited liability company (the “Developer”), and the City of Appleton, a Wisconsin municipal corporation (the “City”) have previously entered into a Development Agreement dated July 15, 2009, and

WHEREAS, the Developer and the City have been working cooperatively to accomplish the projects identified in the Development Agreement, and

WHEREAS, progress has been made to accomplish the tasks outlined in the previous Development Agreement, and

WHEREAS, the Developer and the City seek to amend the Development Agreement to reflect the progress made since the signing of the original agreement,

WHEREAS, the Common Council of the City of Appleton hereby determines that the undertakings contained herein by the City of Appleton, and the expenditure of public funds as indicated herein, serve the public purpose of promoting development in the city of Appleton, and

NOW THEREFORE, the Developer and the City agree that the Development Agreement dated July 15, 2009, as amended by the First Amendment to the Development Agreement dated July 18, 2011, the Second Amendment to the Development Agreement dated September 12, 2011, the Third Amendment to the Development Agreement dated January 10, 2013, the Fourth Amendment to the Development Agreement dated June 10, 2013, and the Fifth Amendment to the Development Agreement dated October 15, 2015 shall be amended as follows:

1. Paragraph 8.1 is amended to read as follows:

8.1. The City shall furnish water to the boundary of the Development. The City agrees that it shall be responsible for providing and maintaining such water utility improvements to the Development, recouping the costs of the improvements through normal City assessment procedures. The Developer shall be solely responsible for the installation ~~and maintenance~~ of utility improvements to provide water service within the Development and necessary looping as specified by the Department of Public Works. ~~Water service within the Development shall remain a private service. Upon completion of the installation and approval of the infrastructure, said infrastructure shall become the property and responsibility of the City. Developer shall provide all necessary easements for any public watermain within the Development, prior to acceptance by the City.~~ Private hydrants cannot be used for any purposes other than fire protection.

All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works prior to beginning of construction. Such approval shall not be unreasonably withheld.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

DEVELOPER:

RIVERHEATH, LLC

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

Mark Geall, Member

STATE OF \_\_\_\_\_ )  
: ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, Mark Geall, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

