



Meeting Agenda - Final-revised  
Community & Economic Development Committee

---

Wednesday, May 10, 2023

6:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[23-0488](#) CEDC Minutes from 4-26-23

**Attachments:** [CEDC Minutes 4-26-23.pdf](#)

**5. Public Hearing/Appearances**

**6. Action Items**

[23-0489](#) Request to approve the Second Amendment to the Development Agreement with Rise Apartments, LLC (assigned from MF Housing Partners, LLC) for redevelopment located on N. Oneida Street, E. Harris Street, and N. Appleton Street (Parcel Nos. 31-2-0441-00, 31-2-0536-00 and 31-2-0529-00) (per attached Certified Survey Maps in the process of being recorded) in Tax Increment Financing District No. 11 and approve the associated Assignment and Assumption of the Development Agreement

**Attachments:** [Rise Apts DA 2nd Amendment Memo to CEDC 5-10-23.pdf](#)

[0718 - Rise Apartments - Second Amendment to Dev Agrm - Clean - 05-08-202](#)

[Rise Apartments -- Assignment and Assumption of Development Agreement.pdf](#)

[FINAL Rise NORTH CSM 4-11-23.pdf](#)

[FINAL Rise SOUTH CSM 4-11-23.pdf](#)

**7. Information Items**

8. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Any questions about items on this meeting are to be directed to Kara Homan, Director, Community and Economic Development Department at 920-832-6468.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*\*We are currently experiencing intermittent issues/outages with our audio/video equipment. Meeting live streams and recordings are operational but unreliable at times. This is due to delays in receiving necessary system hardware components. We continue to look for solutions in the interim and we hope to have these issues resolved soon.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes - Final Community & Economic Development Committee

---

Wednesday, April 26, 2023

4:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

Chair Fenton called the meeting to order at 4:30 p.m.

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 3 - Fenton, Thyssen and Wolff

**Excused:** 2 - Del Toro and Jones

*Others present:*

*Aldersperson Alex Schultz, District #9*

*Aldersperson Sheri Hartzheim, District #13*

*Aldersperson Chris Croatt, District #14*

4. Approval of minutes from previous meeting

[23-0420](#)

CEDC Minutes from 4-12-23

**Attachments:** [CEDC Minutes 4-12-23.pdf](#)

**Wolff moved, seconded by Thyssen, that the Minutes be approved. Roll Call.**

**Motion carried by the following vote:**

**Aye:** 3 - Fenton, Thyssen and Wolff

**Excused:** 2 - Del Toro and Jones

5. Public Hearing/Appearances

6. Action Items

[23-0421](#)

Request to apply for Emergency Housing Homeless (EHH) funding and approve the City serving as the lead agency and fiscal agency on behalf of the Fox Cities Housing Coalition

**Attachments:** [Apply for EHH Funding as Lead for FCHC Memo to CEDC 4-26-23.pdf](#)

**Wolff moved, seconded by Thyssen, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Fenton, Thyssen and Wolff

**Excused:** 2 - Del Toro and Jones

[23-0435](#)

The Community & Economic Development Committee may convene into closed session pursuant to State Statute §19.85(1)(e) for the purpose of deliberating or discussing negotiations for a potential development agreement and investing of public funds in certain real property located in downtown Appleton and then will reconvene into open session

*The Community & Economic Development Committee went into Closed Session at 4:35 p.m.*

*Discussion was held.*

*The Community & Economic Development Committee reconvened into Open Session at 4:53 p.m.*

**Wolff moved, seconded by Thyssen, that the Report Action Item to convene in closed session be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Fenton, Thyssen and Wolff

**Excused:** 2 - Del Toro and Jones

[23-0422](#)

Elect Vice Chair

*Aldersperson Wolff nominated Aldersperson Thyssen for Vice Chair. No other nominations were received. Roll Call. Motion carried 3/0 and Thyssen was elected Vice Chair.*

[23-0423](#)

Set Meeting Date and Time

*The members agreed to change the meeting date and time to 6:30 p.m. on the 2nd & 4th Wednesdays of the month.*

[23-0424](#)

Designate Contact Person

*Director Kara Homan was designated as the contact person.*

## 7. Information Items

8. Adjournment

**Wolff moved, seconded by Thyssen, that the meeting be adjourned at 5:08 p.m.  
Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Fenton, Thyssen and Wolff

**Excused:** 2 - Del Toro and Jones



# MEMORANDUM

---

TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 10, 2023

RE: Request Approval of the Second Amendment to the Development Agreement between the City of Appleton and MF Housing Partners, LLC in TIF #11

---

The Appleton City Council approved a Development Agreement (DA) with MF Housing Partners, LLC (Developer) in November 2021. A first amendment was approved in October 2022 to accommodate changing environments of interest rates, construction costs rising, supply chain challenges, and labor shortages. Attached is the second amendment to this DA. This amendment is in response to a change in the plan to construct townhomes on the parcel immediately north of Franklin Street. This amendment also provides for an assignment from MF Housing Partners, LLC to an affiliated entity, Rise Apartments, LLC (per separate document).

MF Housing Partners, LLC was awarded WHEDA tax credits for this project. Forty-eight (48) units are proposed, with forty-three (43) of the units available to low-income persons with the rents restricted for an estimated thirty (30) years. The first amendment provided for all forty-eight (48) units to be built on the southernmost parcel. Developer now plans to build a 40-unit multi-family building on the southernmost parcel and eight (8) townhomes on the middle parcel, with parking on the northern parcel. This requires adding the middle parcels to the Development Agreement to allow for capture of tax increment.

The Developer plans to break ground this spring, complete the project in spring of 2024, and the project would be fully assessed as of January 1, 2025.

The Developer estimates the project will create up to an additional \$3,572,000 in incremental value.

The Developer and Assessor estimate the assessed value of the project once completed will remain at approximately \$3.9 million, the same as anticipated at the time of the first amendment. Since value is estimated to hold constant, no change to the \$649,000 Pay-As-You-Go TIF support is requested.

**Staff Recommendation:**

The Second Amendment to the Development Agreement between the City of Appleton and Rise Apartments, LLC **BE APPROVED**.

SECOND AMENDMENT TO  
TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the \_\_\_ day of \_\_\_\_\_, 2023, by and among Rise Apartments, LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

Notwithstanding the provisions of the Development Agreement entered into by and between the City and Developer dated December 2, 2021 and recorded by the Outagamie County Register of Deeds on December 10, 2021 as Document No. 2256507, and First Amendment dated October 18, 2022 and recorded by the Outagamie County Register of Deeds on October 28, 2022 as Document No. 2281965, said Second Amendment amends and restates the original agreement, as amended, in its entirety and hereby said agreement is amended to read as follows:

RECITALS

Developer and the City acknowledge the following:

A. Developer owns the real property located at North Oneida Street, East Harris Street, and North Appleton Street, (Parcel Nos. 31-2-0441-00, 31-2-0536-00, and 31-2-0529-00, Appleton, WI more particularly described in Exhibit A, attached hereto (collectively the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create approximately 48 rental apartment and/or townhomes (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated on or about \_\_\_\_\_, 2023 approved this Amended Agreement and authorized the execution of this Amended Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Amended Agreement and authorized the appropriate officers to execute this Amended Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement is \$340,000. The Developer estimates that upon completion the Project will create up to an additional \$3,572,000 of new assessed value (also referred to as "Tax Incremental Value") in excess of the base value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

### **ARTICLE I UNDERTAKINGS OF THE DEVELOPER**

1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

### **ARTICLE II UNDERTAKINGS OF THE CITY**

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all units/floors of the Project (hereafter "completion")) the City will provide payments to

Developer solely from future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$649,000 or ii) twenty percent (20%) of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution"). The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 The first payment shall be made on August 15 of the year immediately after the Project's completion. This first payment shall be based on the Property's assessed value on January 1 of the year of completion. Thereafter payments under this Agreement shall be due in annual installments, on August 15, for a period of time described in Sec. 4.2

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be the lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) 5.75%.

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III  
PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV  
CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before December 31, 2025, subject to extension for Force Majeure or upon mutual written agreement of the City and Developer.

4.1.2 The Property's assessed value is no less than \$3,900,000 on or before January 1, 2025.

4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 The Contribution is paid in full or August 15, 2044, whichever occurs first.

ARTICLE V  
CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI  
WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton  
Community and Economic Development Department  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attention: Director

With a copy to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: City Attorney

FOR DEVELOPER:

Rise Apartments, LLC  
100 West Lawrence Drive, Suite 214  
Appleton, WI 54911  
Attn: Tom Klister

ARTICLE VII  
ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

ARTICLE VIII  
NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX  
MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

ATTEST:

By: \_\_\_\_\_  
Kami L. Lynch, City Clerk

STATE OF WISCONSIN     )  
  : ss.  
OUTAGAMIE COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons 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: \_\_\_\_\_

PROVISION HAS BEEN MADE TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THIS AGREEMENT:

\_\_\_\_\_  
Jeri A. Ohman, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
Updated: May 3, 2023  
By: Christopher R. Behrens  
City Law A21-0718

DEVELOPER:

RISE APARTMENTS, LLC,  
a Wisconsin limited liability company

By: RISE MANAGING MEMBER, LLC, its  
Managing Member

By: MF Holdings, LLC, its Manager

By: NonScareil Management, LLC, its Manager

By: \_\_\_\_\_  
Marissa Downs, Manager

STATE OF WISCONSIN     )  
                                      : ss.  
OUTAGAMIE COUNTY     )

Personally came, before me this \_\_\_\_ day of \_\_\_\_\_, 2023, Marissa Downs, a member of the LLC, to me known to be the persons 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: \_\_\_\_\_

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Add new legal and Tax ID once CSMs are recorded



ASSIGNMENT AND ASSUMPTION OF TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT (this “**Assignment**”) is made and entered into as of May 1, 2023 by and between MF HOUSING PARTNERS, LLC, a Wisconsin limited liability company (“**Assignor**”), and RISE APARTMENTS, LLC, a Wisconsin limited liability company (“**Assignee**”).

**WITNESSETH:**

Assignor and the City of Appleton, a Wisconsin municipal corporation (the “**City**”) entered into that certain Development Agreement, dated as of December 2, 2021 (as amended and restated in its entirety by that certain First Amendment dated October 18, 2022, the “**Development Agreement**”), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof (the “**Real Property**”), together with all improvements and other property comprising the Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor’s right, title and interest, if any, in and to the Development Agreement and made a part hereof and to delegate any and all of its obligations and responsibilities under the Development Agreement from and after the date hereof to Assignee.

Under the Agreement, Assignee is obligated to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Agreement on Assignor’s part to be kept, performed and observed.

**AGREEMENT**

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

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor’s estate, right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under the Development Agreement from and after the date of this Assignment.
2. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or

in connection with Assignor's failure to perform obligations under the Development Agreement occurring prior to the date of this Assignment.

3. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with Assignee's failure to perform obligations under the Development Agreement occurring from and after the date of this Assignment.
4. In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.
5. The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Development Agreement.
6. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.
8. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Wisconsin.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Development Agreement as of the day and year first above written.

ASSIGNOR:

MF HOUSING PARTNERS, LLC,  
a Wisconsin limited liability company

By: Mosaic Development, LLC, its Member

By: \_\_\_\_\_  
Marissa Downs, Manager

ASSIGNEE:

RISE APARTMENTS, LLC,  
a Wisconsin limited liability company

By: RISE MANAGING MEMBER, LLC, its Managing Member

By: MF Holdings, LLC, its Manager

By: NonScareil Management, LLC, its Manager

By: \_\_\_\_\_  
Marissa Downs, Manager

AGREED AND ACCEPTED BY

CITY OF APPLETON, WISCONSIN

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

Attest:

By: \_\_\_\_\_  
Kami L. Lynch, City Clerk

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

Legal Description of Real Property

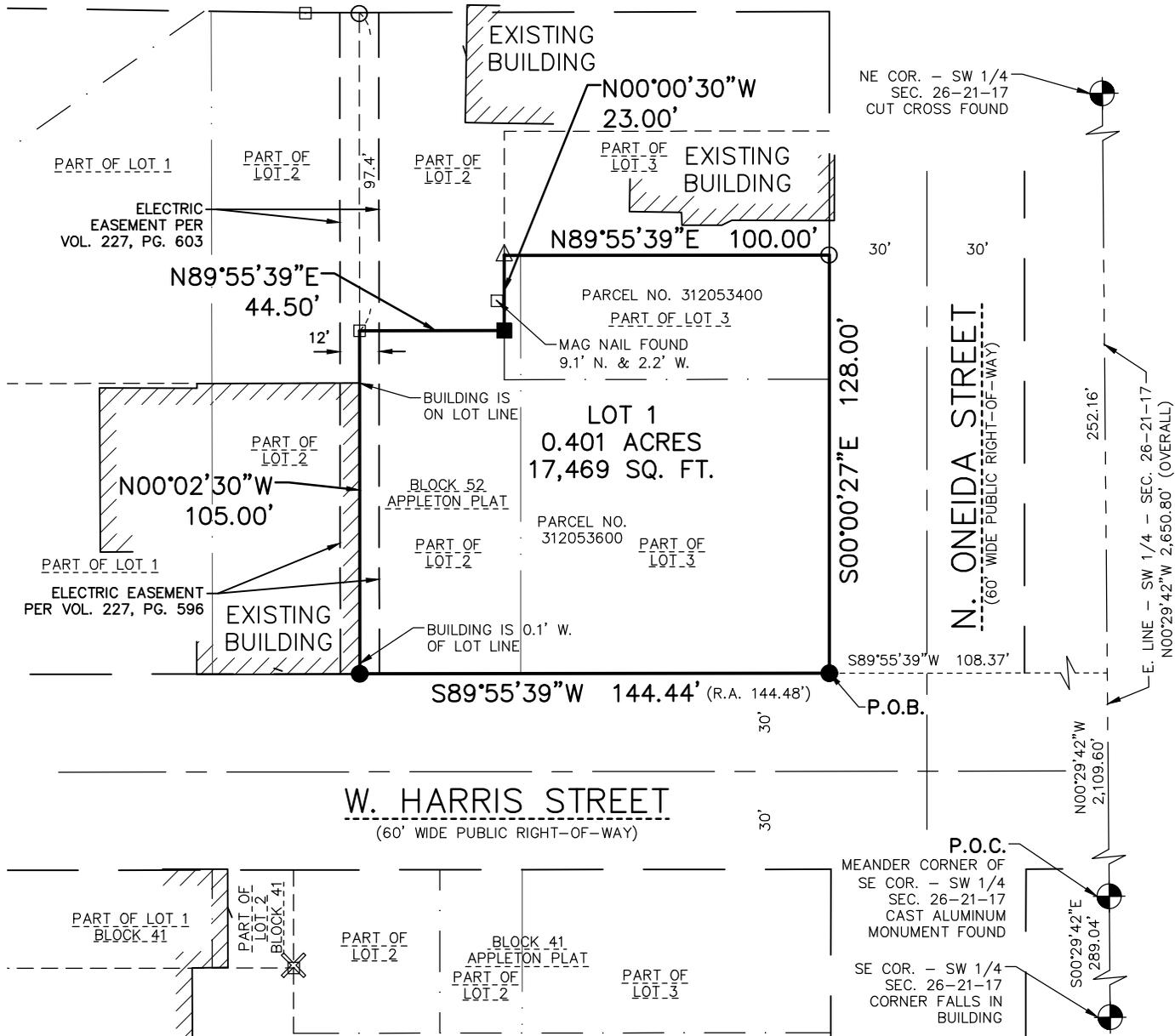
# CERTIFIED SURVEY MAP

FOR  
MF HOUSING PARTNERS, LLC

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 52,  
APPLETON PLAT, ACCORDING TO THE RECORDED ASSESSOR'S  
PLAT OF APPLETON, LOCATED IN THE NE 1/4 OF THE SW  
1/4, SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

W. PACKARD STREET

(60' WIDE PUBLIC RIGHT-OF-WAY)

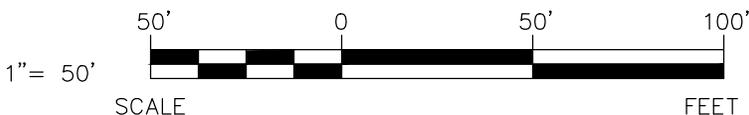


**LEGEND**

- - 3/4" O.D. x 24" REBAR SET WEIGHING 1.50 LBS/FT.
- - MAG NAIL SET
- △ - T-POST FOUND
- - MAG NAIL FOUND
- ✕ - CUT "X" FOUND
- - 3/4" O.D. REBAR FOUND
- ⊙ - SECTION CORNER MONUMENT FOUND

(R.A.) "RECORDED AS" INFORMATION

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY. THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26 HAS A BEARING OF NORTH 00°-29'-42" WEST.



OWNER:  
MF HOUSING PARTNERS, LLC  
3912 N. LIGHTNING DRIVE  
APPLETON, WI 54913

SHEET 1 OF 4 SHEETS

**EXCEL**  
ARCHITECTS • ENGINEERS • SURVEYORS  
Always a Better Plan

100 Camelot Drive  
Fond Du Lac, WI 54935  
Phone: (920) 926-9800  
www.EXCELENGINEER.com  
JOB NO. 2275380

## ***CERTIFIED SURVEY MAP***

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 52,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

### **SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of MF Housing Partners, LLC bounded and described as follows:

Part of Lot 2 and Part of Lot 3 in Block 52, Appleton Plat, according to the recorded Assessor's Plat of Appleton, being located in part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin being more particularly described as follows:

Commencing at a Meander corner of the Southeast corner of the Southwest 1/4 of said Section 26; thence North 00°-29'-42" West along the East line of said Southwest 1/4, a distance of 2,109.60 feet; thence South 89°-55'-39" West, a distance of 108.37 feet to the North right-of-way line of W. Harris Street, said point being the Southeast corner of said Lot 3 and the point of beginning; thence continuing South 89°-55'-39" West along said North line, a distance of 144.44 feet to the West line of the East 49.54 feet of said Lot 2; thence North 00°-02'-30" West along said West line, a distance of 105.00 feet to the North line of the South 105.00 feet of said Lot 2; thence North 89°-55'-39" East along said North line, a distance of 44.50 feet to the West line of the East 5.06 feet of said Lot 2; thence North 00°-00'-30" West along said West line, a distance of 23.00 feet to the North line of the South 128.00 feet of said Block 52; thence North 89°-55'-39" East along said North line, a distance of 100.00 feet to the West right-of-way line of N. Oneida Street; thence South 00°-00'-27" East along said West line, a distance of 128.00 feet to the point of beginning and containing 0.401 acres (17,469 sq. ft.) of land.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Appleton in surveying, dividing and mapping the same.

---

Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 2275380

This Certified Survey Map is all of tax parcel numbers 312053600 and 312053400.  
The property owner of record is MF Housing Partners, LLC.  
This Certified Survey Map is contained wholly within the property described in the following recorded instrument: Parcel I and Parcel V of Warranty Deed Document No. 2236446.  
The land in this Certified Survey Map is zoned CBD.

**CERTIFIED SURVEY MAP**

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 52,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**

MF Housing Partners, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

MF Housing Partners, LLC does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1. City of Appleton

WITNESS the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MF Housing Partners, LLC

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
(Print) (Title)

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ COUNTY )SS

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CERTIFIED SURVEY MAP**

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 52,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

**CITY OF APPLETON APPROVAL CERTIFICATE**

This certified survey map in the City of Appleton, Outagamie County is hereby approved by the City of Appleton.

\_\_\_\_\_  
Jacob A. Woodford, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kami Lynch, City Clerk

\_\_\_\_\_  
Date

**TREASURER'S CERTIFICATE**

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands shown hereon.

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

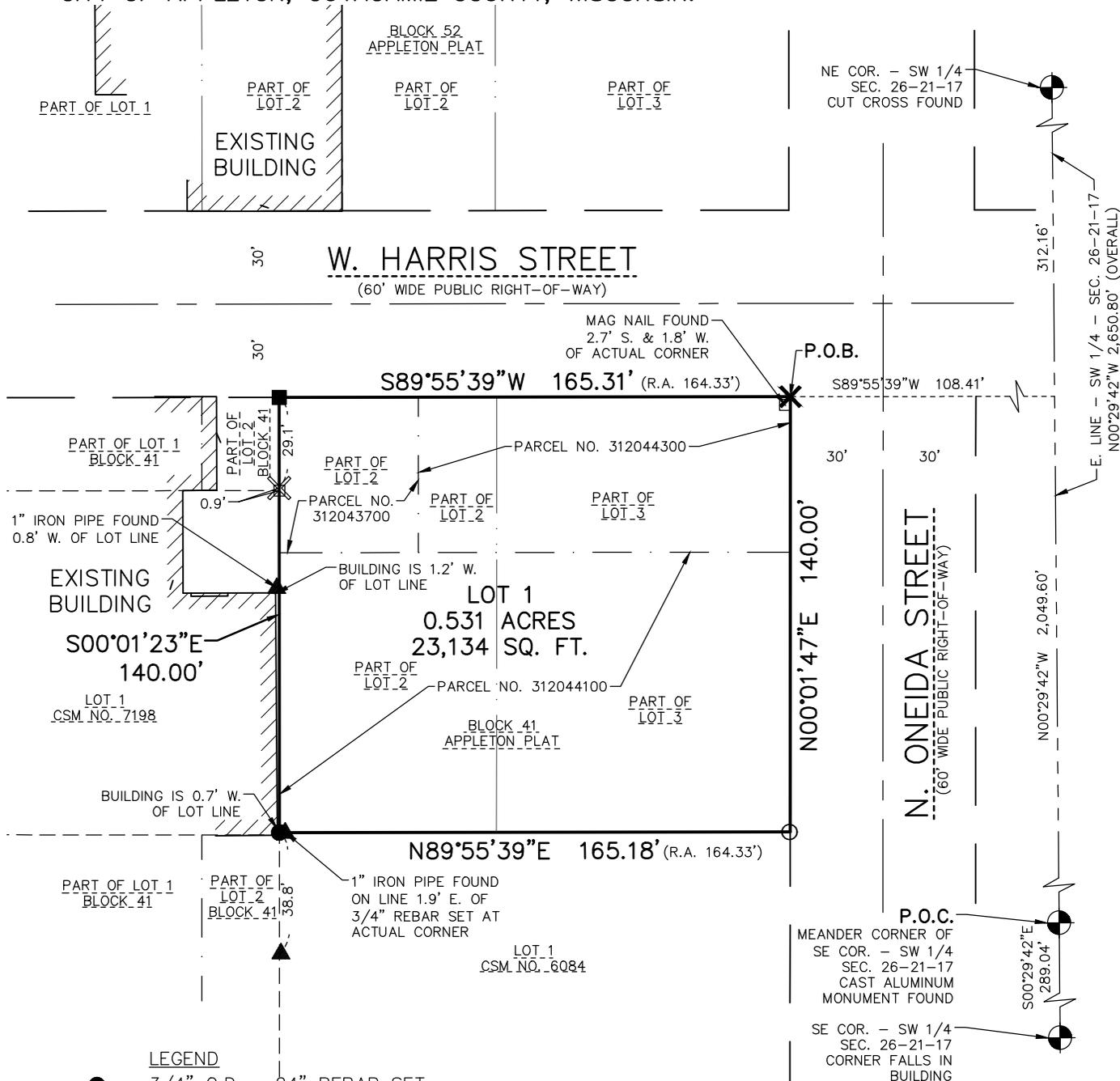
\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Date

# CERTIFIED SURVEY MAP

FOR  
MF HOUSING PARTNERS, LLC

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 41, APPLETON PLAT, ACCORDING TO THE RECORDED ASSESSOR'S PLAT OF APPLETON, LOCATED IN THE NE 1/4 OF THE SW 1/4, SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

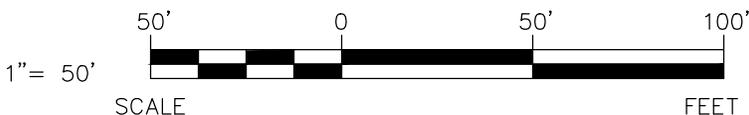


**LEGEND**

- - 3/4" O.D. x 24" REBAR SET WEIGHING 1.50 LBS/FT.
- - MAG NAIL SET
- ✕ - CUT "X" FOUND
- - MAG NAIL FOUND
- ✕ - CUT "X" FOUND
- - 3/4" O.D. REBAR FOUND
- ▲ - 1" O.D. IRON PIPE FOUND
- ⊙ - SECTION CORNER MONUMENT FOUND

(R.A.) "RECORDED AS" INFORMATION

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY. THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26 HAS A BEARING OF NORTH 00°-29'-42" WEST.



OWNER:  
MF HOUSING PARTNERS, LLC  
3912 N. LIGHTNING DRIVE  
APPLETON, WI 54913

SHEET 1 OF 4 SHEETS



**EXCEL**  
ARCHITECTS • ENGINEERS • SURVEYORS  
Always a Better Plan

100 Camelot Drive  
Fond Du Lac, WI 54935  
Phone: (920) 926-9800  
www.EXCELENGINEER.com

**JOB NO. 2275380**

## ***CERTIFIED SURVEY MAP***

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 41,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

### **SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of MF Housing Partners, LLC bounded and described as follows:

Part of Lot 2 and Part of Lot 3 in Block 41, Appleton Plat, according to the recorded Assessor's Plat of Appleton, being located in part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin being more particularly described as follows:

Commencing at a Meander corner of the Southeast corner of the Southwest 1/4 of said Section 26; thence North 00°-29'-42" West along the East line of said Southwest 1/4, a distance of 2,049.60 feet; thence South 89°-55'-39" West, a distance of 108.41 feet to the South right-of-way line of W. Harris Street, said point being the Northeast corner of said Lot 3 and the point of beginning; thence continuing South 89°-55'-39" West along said South line, a distance of 165.31 feet to the Northerly extension of the East line of Lot 1 of Certified Survey Map No. 7198, recorded in the Outagamie County Register of Deeds Office as Document No. 2076117; thence South 00°-01'-23" East along said Northerly extension and said East line, a distance of 140.00 feet to the Southeast corner of said Lot 1, said point being the Northwest corner of Lot 1 of Certified Survey Map No. 6084, recorded in the Outagamie County Register of Deeds Office as Document No. 1861646; thence North 89°-55'-39" East along the North line of Lot 1 of said Certified Survey Map No. 6084, a distance of 165.18 feet to the West right-of-way line of N. Oneida Street; thence North 00°-01'-47" East along said West line, a distance of 140.00 feet to the point of beginning and containing 0.531 acres (23,134 sq. ft.) of land.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Appleton in surveying, dividing and mapping the same.

---

Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 2275380

This Certified Survey Map is all of tax parcel numbers 312043700, 312044300 and 312044100.  
The property owner of record is MF Housing Partners, LLC.  
This Certified Survey Map is contained wholly within the property described in the following recorded instrument: Parcel II of Warranty Deed Document No. 2236446.  
The land in this Certified Survey Map is zoned CBD.

**CERTIFIED SURVEY MAP**

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 41,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**

MF Housing Partners, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

MF Housing Partners, LLC does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1. City of Appleton

WITNESS the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MF Housing Partners, LLC

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
(Print) (Title)

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ COUNTY )SS

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CERTIFIED SURVEY MAP**

PART OF LOT 2 AND PART OF LOT 3 IN BLOCK 41,  
APPLETON PLAT, ACCORDING TO THE RECORDED  
ASSESSOR'S PLAT OF APPLETON,  
LOCATED IN THE NE 1/4 OF THE SW 1/4,  
SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST,  
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

**CITY OF APPLETON APPROVAL CERTIFICATE**

This certified survey map in the City of Appleton, Outagamie County is hereby approved by the City of Appleton.

\_\_\_\_\_  
Jacob A. Woodford, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kami Lynch, City Clerk

\_\_\_\_\_  
Date

**TREASURER'S CERTIFICATE**

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands shown hereon.

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Date