

**FIRST AMENDMENT TO
CLEARWATER CREEK
DEVELOPMENT AGREEMENT**

This Amendment to the Agreement by and between the **City of Appleton**, Outagamie County, Wisconsin, a municipal corporation (“City”), and **Clearwater Creek, LLC**, the owner and development (“Developer”) of property lying within the city of Appleton agree as follows:

WHEREAS, the City of Appleton and Clearwater Creek, LLC, have previously entered into a Development Agreement attached hereto and incorporated herein by reference; and

WHEREAS, the City has developed certain streets within the development pursuant to City policy; and

WHEREAS, the Agreement entered into between the Developer and the City contained provisions and responsibilities for payments for said street construction; and

WHEREAS, the Development Agreement entered into between the Developer and the City required the Developer to be responsible for certain administration fees in connection with the construction of streets with the subdivision; and

WHEREAS, the parties now wish to amend the terms of said Development Agreement relating to specific projects in 2015;

NOW, THEREFORE, it is mutually agreed as follows:

1. That in 2015, the City, pursuant to its concrete paving program, installed concrete on Rosemary Drive and Summerland Drive, in the Clearwater Creek Subdivision.
2. That the Developer, pursuant to the Development Agreement, is responsible for reimbursing the City of Appleton for the administration fees associated with the above streets, constructed in 2015.
3. That the parties agree that for the above-identified streets, the City will be responsible for the administration fees associated with the 2015 concrete paving of the above streets.
4. That the administration fees charged in the above streets will be eliminated from the billing charged to the Developer pursuant to the agreement.
5. That this agreement applies only to that portion of Rosemary Drive and Summerland Drive paved with concrete in 2015.
6. All other terms and conditions of the Development Agreement remain the same.

Dated this _____ day of December, 2015.

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Scofield, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2015, the above-named Timothy M. Hanna and Kami Scofield, 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: _____

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

Approved as to Form:

Anthony D. Saucerman, Director of Finance

James P. Walsh, City Attorney

This instrument was drafted by:
James P. Walsh, Appleton City Attorney