

**SECOND AMENDMENT TO
EMERALD VALLEY
DEVELOPMENT AGREEMENT**

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

WHEREAS, the City of Appleton and Emerald Valley Estates, LLC, have previously entered into a Development Agreement dated July 5, 2006; and

WHEREAS, the parties entered into an Amendment to the Development Agreement dated March 28, 2011; 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 dated July 5, 2006 contained provisions and responsibilities for payments for said street construction; and

WHEREAS, the Development Agreement entered into between the Developer and the City in 2006 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 Aquamarine Avenue, Calmes Drive, and Rubyred Drive, in the Emerald Valley Subdivision.
2. That the Developer, pursuant to the 2006 Development Agreement as amended by the First Amendment to Development Agreement dated March 28, 2011, 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 July 5, 2006 agreement.
5. That this agreement applies only to that portion of Aquamarine Avenue, Calmes Drive and Rubyred Drive paved with concrete in 2015.

6. All other terms and conditions of the July 5, 2006 Development Agreement as amended by the First Amendment to Emerald Valley Development Agreement dated March 28, 2011 remain the same.

Dated this _____ day of December, 2015.

EMERALD VALLEY ESTATES, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this _____ day of _____, 2015, 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: _____
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