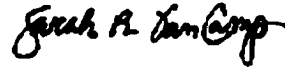


**FIRST AMENDMENT TO TAX INCREMENT  
DISTRICT NO. 11 DEVELOPMENT AGREEMENT**

Document #: **2286220**  
Date: **01-11-2023** Time: **12:38 PM**  
Pages: **5** Fee: **\$30.00**  
County: **OUTAGAMIE COUNTY** State: **WI**



**SARAH R VAN CAMP, REGISTER OF DEEDS**  
Return via **MAIL (REGULAR)**  
**APPLETON, CITY OF**

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

Tax Key No. 31-2-0243-00

5

**FIRST AMENDMENT TO  
TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT**  
(Park Central)

This Amendment to the Agreement by and between the **City of Appleton**, Outagamie County, Wisconsin, a municipal corporation ("City"), and **318 College Ave LLC**, the owner and development ("Developer") of property lying within the city of Appleton agree as follows:

WHEREAS, the City and Developer, have previously entered into a Development Agreement recorded on April 16, 2021 with the Outagamie County Register of Deeds as Document No. 2230912 incorporated herein by reference ("Development Agreement"); and

WHEREAS, at the request of the Developer, on December 21, 2022 the City of Appleton Common Council approved certain extensions within the Development Agreement based upon unforeseen circumstances experienced by the Developer.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 4.1.1 shall be replaced with: The Project's completion on or before June 30, 2023 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.
2. Section 4.1.2 shall be replaced with: The Property's assessed value is no less than Eight Million One Hundred Thousand Dollars (\$8,100,000) on or after January 1, 2024.
3. All other terms and conditions of the Development Agreement remain the same.

Dated this 29<sup>th</sup> day of December, 2022.

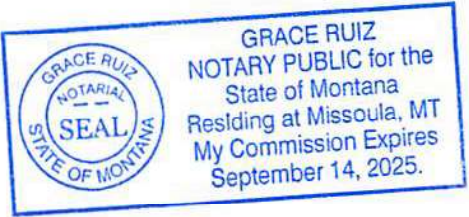
SIGNATURES BEGIN ON THE FOLLOWING PAGE

318 COLLEGE AVE, LLC

By: [Signature]  
Matthew Cole, Owner/Developer

STATE OF Montana )  
: ss. )  
Missoula COUNTY )

Personally came before me on this 29th day of December, 2022,  
the above-named Matthew Cole to me known to be the persons who executed the foregoing  
instrument and acknowledge the same.



[Signature]  
Printed Name: Grace Ruiz  
Notary Public, State of Montana  
My commission is/expires: 9/14/25

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]


CITY OF APPLETON

By: [Signature]  
Jacob A. Woodford, Mayor

By: [Signature]  
Kami Lynch, City Clerk

STATE OF WISCONSIN     )  
  : ss.  
OUTAGAMIE COUNTY     )

Personally came before me on this 6 day of January, 2023, the above-named Jacob A. Woodford, Mayor and Kami Lynch, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Printed Name: JAMILL E. GRIESBACH  
Notary Public, State of Wisconsin  
My commission expires: 11-11-2023  


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

[Signature]  
Jeri A. Ohman, Director of Finance

Approved as to Form:  
[Signature]  
Christopher R. Behrens, City Attorney

This instrument was drafted by:  
Christopher R. Behrens, Appleton City Attorney  
CityLaw: 21-0070

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**The North 46.17 feet of Lot Ten (10) less the North Ten (10) feet thereof; The East 60 feet of the South 120 feet of Lot Ten (10); and the West 1/2 of Lot Eleven (11) less the North Ten (10) feet thereof; All being in Block 25, APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.**