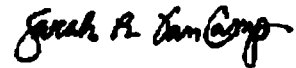


**ASSIGNMENT AND ASSUMPTION OF
TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT**

Document #: **2279457**
Date: **09-22-2022** Time: **10:43 AM**
Pages: **6** 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. 31-2-0281-01



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

THIS ASSIGNMENT AND ASSUMPTION OF TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT (the "**Agreement**") is made this 10th day of September, 2022, by and between MERGE, LLC, an Iowa limited liability company ("**Assignor**") and URBANE 115 LLC, a Delaware limited liability company ("**Assignee**"), and CITY OF APPLETON, a Wisconsin municipal corporation (the "**City**").

WHEREAS, the City and Assignor entered into a Tax Increment District No. 11 Development Agreement (the "**Contract**") on September 9, 2021 which is recorded as Document #2247803 with the Outagamie County Register of Deeds;

WHEREAS, Assignee is an affiliate of Assignor;

WHEREAS, Assignor agrees to assign the Contract and Assignee agrees to accept the assignment of the Contract;

WHEREAS, Assignee agrees to accept and assume all obligations under the Contract; and

WHEREAS, the City agrees to consent to the assignment of the Contract to Assignee pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing, for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns the Contract to Assignee together with all rights and obligations in and under said Contract.
2. Effective as of the date of this Agreement, Assignee assumes the rights and obligations and is bound by said Contract.
3. Effective as of the date of this Agreement, Assignor is released from any future obligations under the Contract. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right the City may have against Assignor for any violation of the Contract that may have occurred prior to the date of this Agreement.
4. This Agreement shall be construed under the laws of the State of Wisconsin and to the extent inconsistent with the laws of the State of Wisconsin, the laws of the United States of America. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

NOTHING in this Agreement shall in anyway impair the Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the Contract, it being the intent of the parties hereto that the terms and conditions of the Contract shall continue in full force and effect except as amended hereby.

[Remainder of this page intentionally left blank, signature pages to follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be executed.

ASSIGNOR:

MERGE, LLC,
an Iowa limited liability company

By: [Signature]

Name: Brent Dahlstrom

Title: Manager

STATE OF Iowa)

: ss.

Black Hawk COUNTY)

Personally came before me this 9th day of September, 2022, Brent Dahlstrom, Manager of Merge, LLC respectively, 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.



[Signature]
Printed Name: Jill Kraayenbrink
Notary Public, State of Iowa
My commission is/expires: July 29, 2025

[Signatures continue on following pages.]

ASSIGNEE:

URBANE 115 LLC, a Delaware limited liability company

By: Merge, LLC,
an Iowa limited liability company
Its: Managing Member

By: [Signature]
Name: Brent Dahlstrom
Title: Manager

STATE OF Iowa)
: ss.
Black Hawk COUNTY)

Personally came before me this 9th day of September, 2022, Brent Dahlstrom, manager of Merge, LLC respectively, 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.



[Signature]
Printed Name: Jill Kraayenbrink
Notary Public, State of Iowa
My commission is/expires: July 29, 2025


[Signature continues on following pages.]

The City, by the signature of its authorized representative below, consents to the assignment made hereby.

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 11 day of September, 2022, 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.

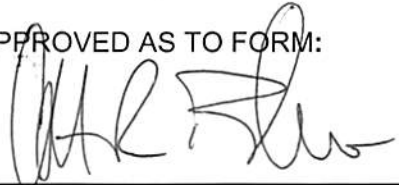

Printed Name: Jamie L. Griesbach
Notary Public, State of Wisconsin
My commission expires: 11/15/2023



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
City Law A21-0312