SECOND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND WOODLANDS DEVELOPMENT, LLC.

THIS AGREEMENT is entered into on this _____ day of _____, 2016 between the City of Menasha (City) and Woodlands Development, LLC (Woodlands).

WHEREAS, the City has determined that the development of residential property shown in the attached Exhibit A (Development Property) is desirable for the City of Menasha; and,

WHEREAS, Woodlands has agreed to develop this property within the City of Menasha;

NOW THEREFORE, the parties mutually agree as follows:

1. On or before September 1, 2016, Woodlands shall cause the installation of all infrastructure except the temporary asphalt mat, curb and gutter and final paving. The temporary asphalt mat shall be installed no later than November 1, 2017. Curb and gutter and final paving shall be installed by City at a future date as it deems necessary. (City has the authority to inspect such infrastructure during construction.
2. The City will pay to Woodlands the actual cost of the infrastructure within 15 days of the receipt of any billing for such infrastructure. The cost of infrastructure will not exceed the price which the City would have paid had it installed the infrastructure. Woodlands shall advise the City as to the firm cost within 90 days after installation of the infrastructure. This total amount shall not exceed $408,000.
3. The City shall, pursuant to its deferred assessment policy under Sec. 3-2-16 levy an area special assessment for the costs of the infrastructure identified in #7 against the benefited properties consisting of the lots in the Development Property owned by Woodlands.
4. The City shall determine what portion of the area assessment is assigned to each lot as a special assessment, which shall be due and payable at the time of the transfer of that lot.
5. Woodlands shall pay the special assessments owed on not less than three lots per year commencing in 2017. Such payment shall be made on or before December 31 each year and continue until all lots are sold.
6. On or before December 31, 2017 Woodlands shall cause construction of residential homes on at least 3 lots created by the subdivision plat to be completed. Construction is considered complete when an occupancy permit has been issued.
7. For purposes of this agreement, the term "infrastructure" shall include the following:
   a. Sanitary sewer mains and laterals, water mains and laterals, storm sewer mains and laterals, street gravelling and grading; and
   b. Temporary and final street paving; including curb and gutter; and
   c. All engineering costs to design and plat the subdivision, bid and let all construction work, oversee construction to City specifications, land surveying, etc.; and
   d. Installation of electric service to the lots by Menasha Utilities.
8. Parkland dedication fees in the amount of $550 for each lot shall be collected from the applicant upon issuance of a building permit.
9. The various specific undertakings of the City described in this Agreement require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings. The City's obligations are

conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained, but will use good faith efforts to obtain such approvals on a timely basis.

10. The rights, duties and obligations of the parties hereunder shall not be assigned without the prior written consent of both parties to the assignment.
11. This agreement shall be binding upon all successors, heirs, and assigns of the parties and shall run with the land.
12. The State of Wisconsin and Calumet County are designated as jurisdiction and venue in the event of any legal dispute concerning this agreement.
13. This agreement shall terminate if a subdivision plat of the subject property has not been recorded in the office of the Calumet County Register of Deeds by June 1, 2016. Said plat must include all improvements as required by the City of Menasha subdivision regulations.
14. The parties agree that this constitutes the complete agreement of the parties. Any amendments shall not become effective until agreed to in writing and signed by all parties.

CITY OF MENASHA

_____

Donald Merkes, Mayor

_____

Deborah A. Galeazzi, City Clerk

WOODLANDS DEVELOPMENT, LLC

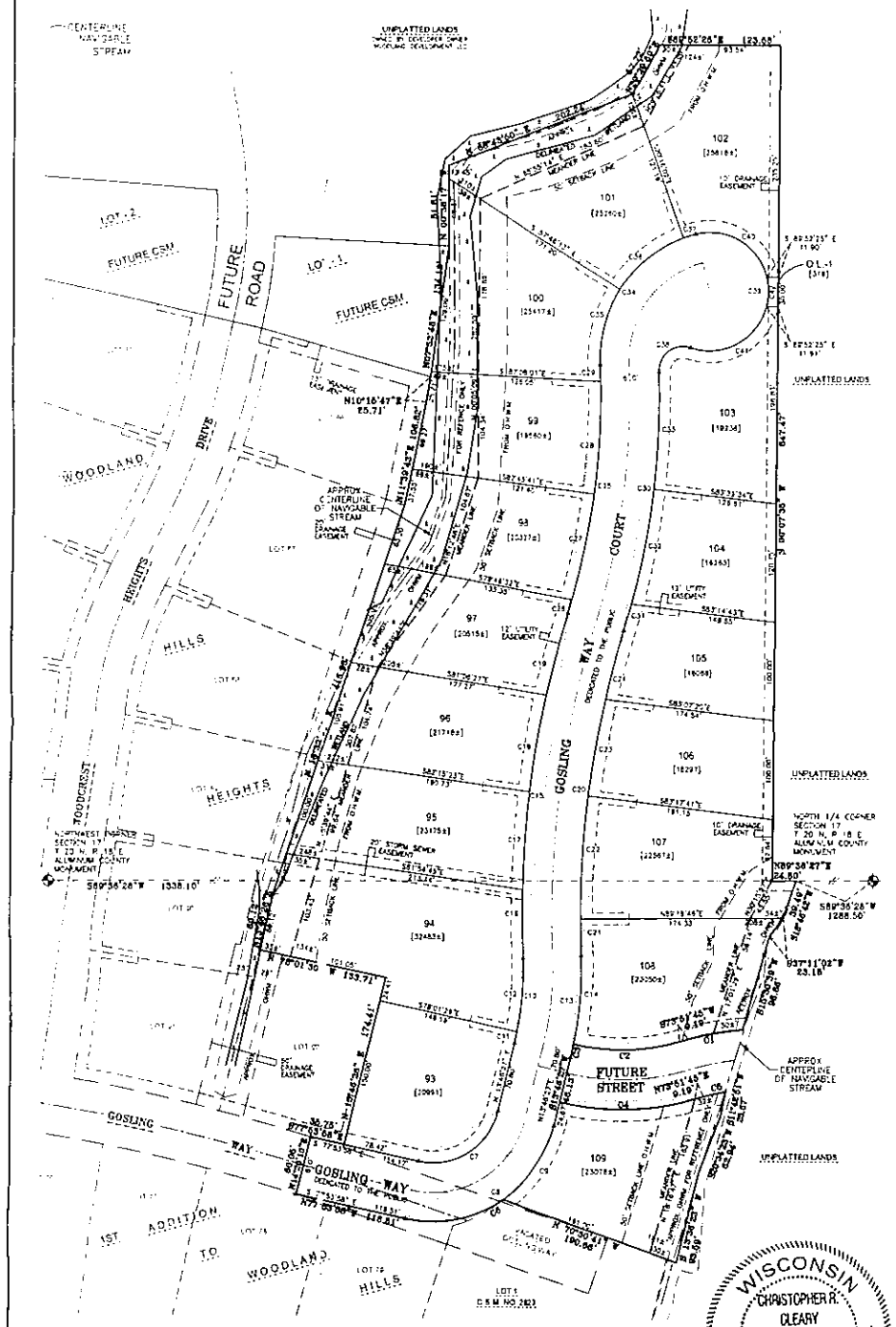
_____

Michael H. Hagens, Member

EXHIBIT A

SECOND ADDITION TO WOODLAND HILLS

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, AND PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

WISCONSIN CHRISTOPHER R. CLEARY S-2551 APPLETON WI LAND SURVEYOR

12-16-2015

Martenson & Eisele, Inc.
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Menasha, WI 54952
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920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

Drawing No. 14-19-001.dwg
Sheet 1 of 2
Prepared and drawn by: Christopher R. Cleary

CURVE TABLE:

MARKER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	280.00'	11°33'44"	54.51'	S 79°38'38" W	54.41'
C2	320.00'	28°47'31"	110.55'	S 88°18'31" W	109.79'
C3	340.94'	02°12'09"	13.07'	S 12°40'22" E	13.07'
C4	280.00'	29°58'30"	141.61'	N 86°21'04" E	140.11'
C5	220.00'	06°01'19"	23.12'	N 76°53'24" E	23.11'
C6	130.00'	47°21'46"	104.71'	S 79°38'08" W	102.74'
C7	70.00'	86°18'35"	107.91'	N 87°56'14" E	97.94'
C8	130.00'	86°18'35"	200.41'	N 87°56'14" E	181.94'
C9	130.19'	41°15'37"	93.99'	N 54°34'35" E	91.69'
C10	300.94'	18°37'30"	97.83'	N 02°37'37" E	97.03'
C11	300.94'	02°11'44"	11.53'	N 12°40'35" E	11.53'
C12	300.94'	14°25'55"	75.80'	N 04°31'48" E	75.60'
C13	340.94'	18°37'30"	104.79'	N 02°37'37" E	104.38'
C14	340.94'	15°25'31"	90.87'	N 04°31'33" E	90.63'
C15	1030.00'	19°43'40"	354.64'	N 07°00'37" E	352.89'
C16	1030.00'	03°49'27"	68.75'	N 00°56'29" W	68.73'
C17	1030.00'	05°37'48"	100.00'	N 02°43'37" E	99.96'
C18	1030.00'	05°37'48"	100.00'	N 08°18'53" E	99.96'
C19	1030.00'	04°48'41"	86.90'	N 14°29'06" E	86.87'
C20	970.00'	19°43'40"	333.98'	N 07°00'37" E	332.34'
C21	970.00'	02°10'53"	36.96'	N 01°45'43" W	36.96'
C22	970.00'	07°33'33"	134.07'	N 03°01'03" E	134.79'
C23	970.00'	06°54'34"	130.04'	N 06°38'08" E	130.00'
C24	970.00'	04°15'34"	72.11'	N 14°44'40" E	72.09'
C25	740.20'	19°46'35"	255.43'	N 06°59'10" E	254.22'
C26	740.20'	01°07'14"	14.48'	N 16°18'30" E	14.48'
C27	740.20'	08°37'23"	110.11'	N 11°29'12" E	110.01'
C28	740.20'	08°47'31"	113.56'	N 02°50'05" E	113.47'
C29	740.20'	01°20'28"	17.33'	N 02°13'54" W	17.32'
C30	800.20'	19°50'40"	276.98'	N 07°01'07" E	275.78'
C31	800.20'	01°59'36"	27.82'	N 18°53'29" E	27.81'
C32	800.20'	08°33'00"	119.41'	N 10°38'02" E	119.30'
C33	800.20'	08°29'45"	118.50'	N 02°04'38" E	118.51'
C34	130.00'	78°28'46"	178.08'	N 36°20'15" E	164.47'
C35	130.00'	30°58'33"	70.34'	N 16°40'08" E	70.49'
C36	130.00'	37°30'40"	85.11'	N 80°58'45" E	83.60'
C37	130.00'	05°49'24"	13.22'	N 72°39'31" E	13.21'
C38	25.00'	110°42'42"	48.31'	N 57°11'08" E	41.13'
C39	80.00'	212°56'30"	297.31'	N 02°03'53" E	115.08'
C40	80.00'	104°32'18"	109.48'	S 52°56'11" E	94.91'
C41	80.00'	108°24'12"	113.53'	N 54°20'02" E	97.34'
C42	80.00'	24°37'10"	30.32'	N 00°07'57" E	30.00'