**Addendum to Escrow Agreement**

WHEREAS, the City of Sioux Falls (“*City*”) and the Developer are parties to a Subdivision Construction Agreement (“*Agreement*”) and, pursuant to said Agreement, have entered into a certain Escrow Agreement (“*Escrow*”) pursuant to which the Developer has provided security for the construction of Public Improvements; and

WHEREAS, the parties wish to enter in this Addendum to Escrow Agreement (“*Addendum*”) to ensure payment for the construction of said Public Improvements out of the funds held pursuant to said Escrow; and

WHEREAS, the Developer, by signing this Addendum, is agreeing that the City will not release monies from the Escrow until signatures from the contractors (“*Contractor(s)*”) have been obtained as provided herein; and

WHEREAS, each term not otherwise defined herein shall be as defined in the Escrow or Agreement; and

WHEREAS, nothing herein shall in any way modify the terms and conditions as more fully set forth in the Escrow and Agreement;

NOW THEREFORE, it is agreed as follows between the City, the Developer, and the Contractors:

1. The Developer agrees and represents that the Contractors set forth in **Exhibit A** hereto constitute all the entities and/or persons providing services on its behalf pursuant to the Agreement.
2. The Developer and the City agree that each request for Performance Security reductions (“*Reduction(s)*”) from the Escrow a) shall be broken down by the payment to be made to each Contractor, b) shall be for any and all services provided by said Contractor under the Agreement, and c) shall be accompanied by a lien release for all services provided by said Contractor. Said payment to each Contractor shall in no event be more than the amount itemized for such Contractor in the Engineer’s Estimate.
3. Prior to payment of each Contractor, the Developer, the Contractor, and the City shall each sign **Exhibit B** relative to each said disbursement and shall each initial the dollar amount set forth next to the same. The Contractors signing this Addendum shall also be required, and are hereby authorized, to sign **Exhibit B** at the time a disbursement is requested. Any substitution of signors shall be in writing and agreed to in advance between the Contractor and the Developer, and a copy of said authorization shall be retained at the time of disbursement.
4. The parties agree that the City shall have no liability as to any Contractor not specifically listed in **Exhibit A** or any liability hereunder provided that the signatures required herein are provided.
5. The parties agree that, as to each disbursement set forth in **Exhibit B**, the signature of each of the Contractors and the Developer shall be procured by the Escrow Agent prior to the signing of **Exhibit B** by the City.
6. It is agreed that there are no third party beneficiaries intended by this Addendum, and this Addendum shall be solely for the benefit of the parties hereto. It is further agreed that nothing herein shall give the Contractor(s) any standing to enforce any terms of the Agreement or Escrow.

**City of Sioux Falls**

Dated: By:

Printed Name

Title

**Developer**

Dated: By:

Printed Name

Title

**Contractor**

Dated: By:

Printed Name

Title

**Contractor**

Dated: By:

Printed Name

Title

**Contractor**

Dated: By:

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**Contractor**

Dated: By:

Printed Name

Title

**Exhibit A**

List of Contractors

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

**Exhibit B**

**Disbursement 1:** **Amount** **Initials** **Date**

City $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Disbursement 2:** **Amount Initials Date**

City $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Disbursement Final:** **Amount** **Initials** **Date**

City $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pd. Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing this Exhibit, each Contractor listed above certifies and agrees that it has been paid in full and has provided a lien release for all work done pursuant to the Agreement.