

**WINDSOR TOWN BOARD**

**RESOLUTION 2014-31**

**RESOLUTION APPROVING  
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR PHASE 2B OF PRAIRIE CREEK SUBDIVISION, DECLARATION  
RESTRICTING SALE OR TRANSFER OF CERTAIN LOTS, TERMINATION  
DOCUMENT RELATED TO PARTIAL RELEASES OF PHASE 2A LOTS and  
REDUCTION IN LETTER OF CREDIT**

**WHEREAS**, State at Main Development LLC ("Developer") has requested an amendment to the Prairie Creek Subdivision Development Agreement, as previously amended ("Development Agreement") to update the Prairie Creek Phasing Schedule (*see* Exhibit A) and to update the Declaration Restricting Sale or Transfer of Lots (*see* Exhibit B); and

**WHEREAS**, as requested by the Town, the Developer has agreed to terminate the partial release of Phase 2(a) Lots which was recorded in error against certain lots in the Plat and Developer has prepared a Termination Document for that purpose; and

**WHEREAS**, the Developer has requested a reduction in the letter of credit, which has been reviewed by the Town Engineer and is summarized in the attached Memorandum from the Town Engineer dated May 28, 2014,

**WHEREAS**, the Town Engineer and Town Attorney have reviewed the above-described documents, and recommend the approval of same; and

**WHEREAS**, at its regularly scheduled meeting on June 5, 2014, the Town Board reviewed this Third Amendment to Development Agreement, considered Exhibits A and B regarding the change in phasing and the restrictions on transfer of lots, and reviewed the Termination Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Windsor as follows:

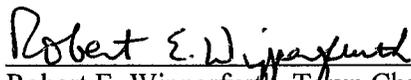
- A. The Town Board **APPROVES** the proposed Third Amendment to Development Agreement for Phase 2(b) of the Prairie Creek Subdivision and the Termination Agreement, **subject to each and every one of the following conditions**:
1. Subject to execution by the Town and Developer.
  2. Subject to Developer filing the letter of credit in the form and amount approved by the Town Engineer on or before June 30, 2014.
  3. Subject to Developer providing the Town with fully executed originals of (a) the Third Amendment, with Exhibits A & B attached and executed, and (b) the

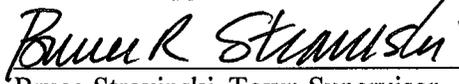
Termination Agreement with Parcel Identification Numbers attached, so that the Town can execute same and submit fully executed originals for recording at the Dane County Register of Deeds Office on or before June 30, 2014.

4. Time is of the essence with respect to the deadlines set forth above.
  5. The Developer has reimbursed the Town of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of this matter, including, but not limited to, the cost of professional services incurred by the Town of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
- B. Promptly following return of the recorded documents from the Dane County Register of Deeds Office, the Developer shall provide copies of the recorded documents directly to the Town and Town Attorney. Such documents may be provided via email to [tina@windsorwi.gov](mailto:tina@windsorwi.gov) and [canderson@staffordlaw.com](mailto:canderson@staffordlaw.com). Failure to do so shall be considered a default under the Development Agreement.
- C. The Town Board's approval shall expire if the June 30, 2014 deadlines set forth above are not met. Time is of the essence.
- D. The Developer's letter of credit shall be reduced as set forth in the May 28, 2014 Memorandum from the Town Engineer, which is incorporated herein by reference.
- E. It is the Developer's obligation to timely satisfy those conditions adopted by the Town Board, and to provide satisfactory verification of compliance to the Town. Any necessary or requested reviews or submissions to the Town for determinations of compliance with this Resolution shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

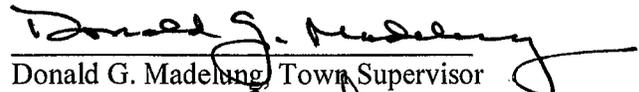
The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on the 5<sup>th</sup> day of June, 2014.

#### TOWN OF WINDSOR

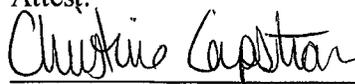
  
Robert E. Wipperfurth, Town Chairman

  
Bruce Stravinski, Town Supervisor

  
Monica M. Smith, Town Supervisor

  
Donald G. Madelung, Town Supervisor

  
Alan Buchner, Town Supervisor

Attest:  
  
Christine Capstran, Town Clerk

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

**PRAIRIE CREEK SUBDIVISION**

This Third Amendment to Development Agreement (the "**Agreement**") is entered into by and between the Town of Windsor, a body corporate and politic located in Dane County, Wisconsin ("**Town**") and State at Main Development LLC, a Wisconsin limited liability company ("**Developer**") effective as of the date listed below.

**WITNESSETH:**

**WHEREAS**, the Town and Developer's predecessor-in-interest, Gorman & Company, Inc., a Wisconsin corporation ("**GCI**"), entered into a Development Agreement dated April 20, 2006 (the "**Original Agreement**"); and

**WHEREAS**, the Town and GCI entered into a First Amendment to Development Agreement dated September 28, 2012 (the "**First Amendment**"); and

**WHEREAS**, GCI, Developer and Town entered into an Assignment of Development Agreement dated December 14, 2012, whereby GCI assigned its interest in and to the Original Agreement and First Amendment to the Developer (the "**Assignment**"); and

**WHEREAS**, the Town and Developer entered into a Second Amendment to Development Agreement dated November 1, 2013 (the "**Second Amendment**"); and

**WHEREAS**, the Original Agreement, the First Amendment, the Assignment and the Second Amendment shall be collectively referred to herein as the "**Development Agreement**"; and

**WHEREAS**, the Town and Developer desire to amend the Development Agreement as more fully set forth herein.

**IN WITNESS WHEREOF**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Town and Developer agree as follows:

- 1.) Paragraph 2 of the Agreement. Paragraph 2 of the Development Agreement references a phasing schedule that is attached to the Development Agreement as Exhibit A. Exhibit A to the Development Agreement is hereby deleted and replaced with Exhibit A attached to this Agreement.
- 2.) Paragraph 20 of the Original Agreement. By execution of this Agreement, the Town hereby approves the construction of the Phase 2(b) lots described in Exhibit A of this Agreement.
- 3.) Exhibit F to the Original Agreement. Exhibit F to the Original Agreement is hereby deleted and replaced with Exhibit B to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Town and Developer effective as of the 6 day of June, 2014.

**\*DEVELOPER\***

**STATE AT MAIN DEVELOPMENT LLC**

By: [Signature]  
Gary J. Gorman, Manager

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF DANE )

On this 27 day of June, 2014, before me, a notary public in and for Dane County, Wisconsin, Gary J. Gorman personally appeared to me known to be the person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act(s) and deed(s).

[Signature]  
Print Name: Rachel M. Srother  
Notary Public, State of Wisconsin  
My commission is permanent/expires 12-13-15

**\*TOWN\***

**TOWN OF WINDSOR**

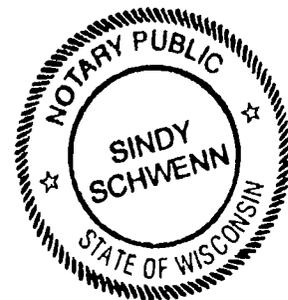
By: [Signature]  
Robert Wipperfurth, Town Chairperson

Attested by: [Signature]  
Christine Capstran, Town Clerk

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF DANE )

On this 6 day of June, 2014, before me, a notary public in and for Dane County, Wisconsin, Robert Wipperfurth and Christine Capstran personally appeared to me known to be the persons named herein and who executed the foregoing instrument and acknowledged that he executed the same as voluntary act(s) and deed(s).

[Signature]  
Print Name: Sindy Schwenn  
Notary Public in and for Dane County, Wisconsin  
My commission is permanent/expires 3-18-18



**EXHIBIT A**

**PRAIRIE CREEK PHASING SCHEDULE**

<b>LOTS IN PHASE</b>	<b>TOWN APPROVAL TO BEGIN</b>	<b>DATE OF APPROVAL</b>	<b>DEADLINE FOR COMPLETION OF PUBLIC IMPROVEMENTS IN PHASE</b>
PHASE 1: 11, 12,41-94	10/2006	04/24/2006	12/31/2006
PHASE 2(a): 4-10, 13-19	10/2012	09/28/2012	11/28/2012
PHASE 2(c):1-3, 20-22	10/2013	11/01/2013	12/15/2013
PHASE 2(b): 31-40, 95-99	04/2014	05/01/2014	08/15/2014
PHASE 2(d):23-30, 100-103	TBD	TBD	TBD
PHASE 3: 104-141	TBD	TBD	TBD

**EXHIBIT B**

**DECLARATION RESTRICTING TRANSFER OF LOTS**



8 7 4 1 4 8 1  
Tx:8585814

**DECLARATION RESTRICTING SALE OR  
TRANSFER OF LOTS -- THE PLAT OF PRAIRIE  
CREEK SUBDIVISION, TOWN OF WINDSOR**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5083998**

07/15/2014 11:39 AM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 3

**WHEREAS**, State at Main Development LLC, a Wisconsin limited liability company, owner of Lots 23 through 30, inclusive; and 100-141, inclusive, in the plat known as Prairie Creek Subdivision, a recorded plat in Volume 59-008A of Plats on Pages 46-47 in the office of the Register of Deeds for Dane County, Wisconsin, will construct certain public works improvements in construction phases as authorized by the Town of Windsor to provide service to said lots; and

**WHEREAS**, authority to construct said public works improvements in construction phases is contingent upon the owner recording a deed restriction restricting the sale or transfer of those lots included in future construction phases without prior approval of the Town of Windsor.

**NOW THEREFORE**, the undersigned owner declares and provides that Lots 23 through 30, inclusive; and 100-141, inclusive, in the said plat of Prairie Creek Subdivision, in the Town of Windsor, Dane County, Wisconsin, shall not be sold or transferred until such time as an instrument is recorded by the Town of Windsor in the Dane County Register of Deeds office, approving the sale or transfer of said lots. The owner shall be entitled to a release of the restrictions contained herein at such time a surety is provided to the Town of Windsor to ensure the performance of the contract for subdivision improvements for a future construction phase.

Lots 1-22, inclusive, and Lots 31-99, inclusive, in the said plat of Prairie Creek Subdivision, in the Town of Windsor, Dane County, Wisconsin, shall not be subject to this Declaration.

**IN WITNESS WHEREOF**, State at Main Development LLC, Developer, has caused this Declaration to be signed by Gary J. Gorman, its Manager, at Oregon Wisconsin this 27 day of June, 2014.

**STATE AT MAIN DEVELOPMENT LLC**

By: [Signature]  
Gary J. Gorman, Manager

**ACKNOWLEDGEMENT**  
State of Wisconsin)

County of Dane )  
Subscribed and sworn to before me this 27 day of June, 2014, the above-named Gary J. Gorman to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT DRAFTED BY  
Attorney John W. Van Note

[Signature]  
Rachel M. Sneath  
Notary Public, Dane County, Wisconsin  
My Commission is permanent/expires: 12-13-15

Record this document with the Register of Deeds

Name and Return Address:

Attorney John W. Van Note  
Mohs, MacDonald, Widder, Paradise &  
Van Note  
20 North Carroll Street  
Madison, WI 53703

See Exhibit A

(Parcel Identification Numbers)

## EXHIBIT "A"

### Legal Description

Lots 23 through 30, inclusive; and 100-141, inclusive, Plat of Prairie Creek Subdivision, in the Town of Windsor, Dane County, Wisconsin.

### Parcel Identification Numbers

068-0910-293-6243-0  
068-0910-293-6254-0  
068-0910-293-6265-0  
068-0910-293-6276-0  
068-0910-293-6287-0  
068-0910-293-6298-0  
068-0910-293-6309-0  
068-0910-293-6320-0  
068-0910-293-6700-0  
068-0910-293-6711-0  
068-0910-293-6722-0  
068-0910-293-6733-0  
068-0910-322-0004-0  
068-0910-322-0015-0  
068-0910-322-0026-0  
068-0910-322-0037-0  
068-0910-322-0048-0  
068-0910-322-0059-0  
068-0910-322-0070-0  
068-0910-322-0081-0  
068-0910-322-0092-0  
068-0910-322-0103-0  
068-0910-322-0114-0  
068-0910-322-0125-0  
068-0910-322-0136-0  
068-0910-322-0147-0  
068-0910-322-0158-0  
068-0910-322-0169-0  
068-0910-322-0180-0  
068-0910-322-0191-0  
068-0910-322-0202-0  
068-0910-322-0213-0  
068-0910-322-0224-0  
068-0910-322-0235-0  
068-0910-322-0246-0  
068-0910-322-0257-0  
068-0910-322-0268-0  
068-0910-322-0279-0  
068-0910-322-0290-0  
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068-0910-322-0323-0  
068-0910-322-0334-0

068-0910-322-0345-0  
068-0910-322-0356-0  
068-0910-322-0367-0  
068-0910-322-0378-0  
068-0910-322-0389-0  
068-0910-322-0400-0  
068-0910-322-0411-0



\*TOWN\*

TOWN OF WINDSOR

By: Robert Wipperfurth  
Name: Robert Wipperfurth  
Title: Town Chairperson

Attested by:  
Christine Capstran  
Christine Capstran, Town Clerk

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF DANE            )

On this 6 day of June, 2014, before me, a notary public in and for Dane County, Wisconsin, Robert Wipperfurth and Christine Capstran personally appeared to me known to be the persons named herein and who executed the foregoing instrument and acknowledged that he executed the same as voluntary act(s) and deed(s).

Sindy Schwenn  
Print Name: Sindy Schwenn  
Notary Public in and for Dane County, Wisconsin  
My commission is permanent/expires 3-18-18



THIS INSTRUMENT DRAFTED BY  
Attorney John W. Van Note

**EXHIBIT "A"**

**Parcel Identification Numbers**

068-0910-293-6034-0  
068-0910-293-6045-0  
068-0910-293-6056-0  
068-0910-293-6067-0  
068-0910-293-6078-0  
068-0910-293-6089-0  
068-0910-293-6100-0  
068-0910-293-6133-0  
068-0910-293-6144-0  
068-0910-293-6155-0  
068-0910-293-6166-0  
068-0910-293-6177-0  
068-0910-293-6188-0  
068-0910-293-6199-0



# Windsor

Growing Forward

## Memorandum

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To: Windsor Town Board

CC: Tina Butteris, Finance Officer  
Amy Anderson Schweppe, Planning & Development Coordinator

From: Kevin Richardson, Town Engineer

Date: May 28, 2014

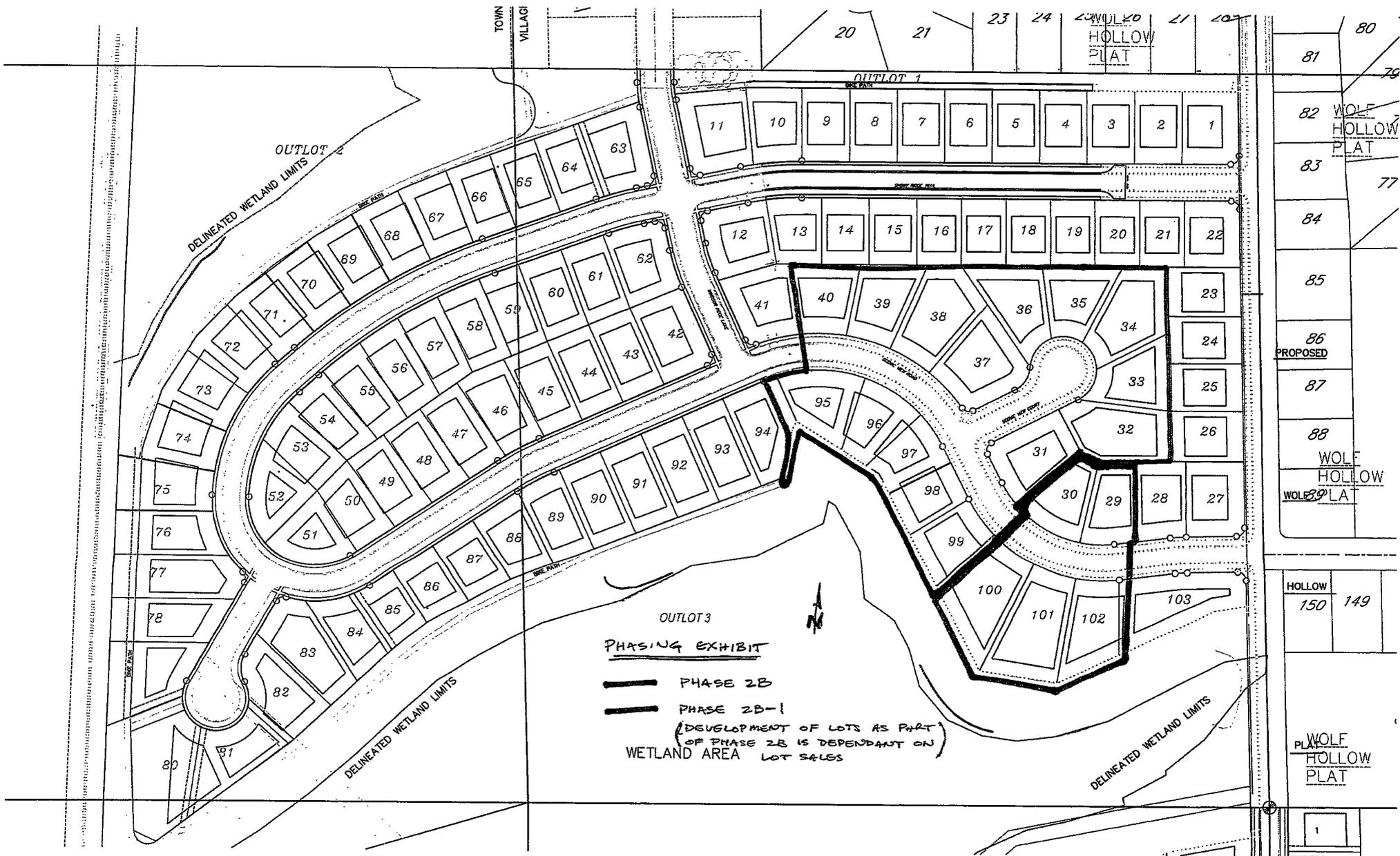
Re: Prairie Creek Phase 2A and 2C Letter of Credit Reduction

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State at Main Development, LLC, the developer of Prairie Creek is requesting a reduction in the letter of credit (LOC), which is the surety for completing the infrastructure on Phase 2A and 2C of the project. Windsor entered into an agreement with Gorman and Company, Inc. April 20, 2006, for the development of Prairie Creek. State at Main Development, LLC is the successor of Gorman and company, Inc.

I have no objections to reducing the surety to \$29,000 until the work listed in the following table is completed, further reduction of surety may occur after the works completion.

<b>Phase 2C-Completion Items</b>	Est. Cost
Trees	\$1,980
Topsoil Re-Spread	1,000
Terrace Restoration	1,813
Roadway HMA Pavement - Surface Course	10,000
Clean & Tack Coat Binder	202
Street Signs and Posts	300
Type III Barricades w/Road Closed Sign (Relocate)	700
<b>Phase 2A-Completion Items</b>	
Trees	3,000
Warranty Repairs - Surface Course	2,500
Warranty Restoration	1,638
Sub total	\$23,132
125% multiplier per development agreement	\$28,915



80	79
81	78
82	WOLF HOLLOW PLAT
83	77
84	
85	
86	PROPOSED
87	
88	WOLF HOLLOW PLAT
89	WOLF HOLLOW PLAT
HOLLOW	149
150	
PLAT	WOLF HOLLOW PLAT
1	