

**TOWN OF WINDSOR  
BOARD RESOLUTION 2015-47**

**RESOLUTION APPROVING  
FINAL PLAT OF WOLF HOLLOW AT PLEASANT PRAIRIE CREEK, A REPLAT,  
SUBMITTED BY WOLF HOLLOW WINDSOR, LLC**

**WHEREAS**, Wolf Hollow Windsor, LLC (“Petitioner”) has applied for approval of the Final Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat (“Final Plat”) located in the Town of Windsor, Dane County, Wisconsin; and

**WHEREAS**, the Plan Commission recommended final plat approval subject to the terms and conditions set forth in Plan Commission Resolution 2015-05; and

**WHEREAS**, the Town of Windsor Town Board has considered all the requirements set forth in the resolutions referenced above, the Staff Report dated June 8, 2015 prepared by the Town Planner and Town Engineer, and the documents prepared by the Town Attorney, and wishes to take action on the Final Plat, subject to the terms and conditions set forth in this Town Board Resolution 2015-47, which was considered at a regular meeting of the Town Board held on June 18, 2015.

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

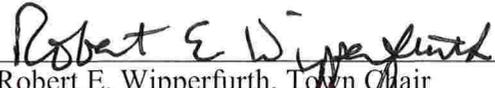
- A. The Town of Windsor Board **Conditionally Approves** the Final Plat for Wolf Hollow at Pleasant Prairie Creek for Neumann Companies, Inc. located at SE ¼ - SW ¼, NW ¼ - SE ¼, and the SW ¼ - SE ¼ of Section 29 and the NW ¼ - NE ¼, and the NE ¼ - NW ¼ of Section 32, subject to the following conditions:
1. The Petitioner shall address the technical comments set forth in the Engineer Comments section of this Staff Review and obtain necessary approvals related to the environmental corridor amendment, all to the satisfaction of the Town Engineer.
  2. The Petitioner shall obtain such approvals as deemed necessary to meet the requirements of Wis. Stats. Ch. 236 for a Replat and removal of the underlying restrictions, where necessary, and address the requirements set forth in the Legal Comments section of this Staff Review to the satisfaction of the Town Attorney.
  3. The Petitioner shall present to the Town Planning & Development Coordinator the following fully executed original documents, with exhibits attached, each and all of which shall be in a form that meets the requirements for recording, and is satisfactory to the Town Attorney and Town Board:
    - a. Declaration of Covenants, Restrictions, Conditions and Easements in the Plat of Wolf Hollow at Pleasant Prairie Creek;
    - b. Agreement for Public Improvements and Development Matters in the Plat of Wolf Hollow at Pleasant Prairie Creek;
    - c. Declaration of Restrictions and Maintenance Requirements for Stormwater Management Measures and Waiver of Right to Contest Special Assessments and Charges in the Plat of Wolf Hollow at Pleasant Prairie Creek; and

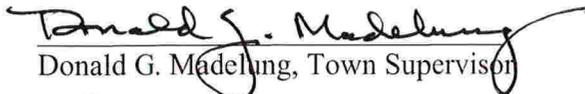
- d. Requirement for Path Maintenance and Waiver of Right to Contest Special Assessments and Charges in the Plat of Wolf Hollow at Pleasant Prairie Creek.
  - e. Declaration Restricting Sale or Transfer of Lots Prior to Compliance with Requirements in the Plat of Wolf Hollow at Pleasant Prairie Creek.
  - f. Agreement for the Relief from Gifts and Dedications for Outlots 3, 4, 5 and 6 of the original Wolf Hollow Plat.
4. The Petitioner shall obtain approval of an Erosion & Sedimentation Control Plan and Stormwater Management Plan by the Town of Windsor, Dane County, and the Wisconsin Department of Natural Resources (WDNR).
  5. The Petitioner shall obtain approval of Construction Plans and Specifications, in a form satisfactory to the Town Engineer and in accordance with the Agreement for Public Improvements and Development Matters.
  6. The Petitioner shall submit cash payment (or in kind equivalent, if so specified in the Agreement for Public Improvements and Development Matters) to the Town of Windsor for Fees in Lieu of Parkland Dedication in the amount determined pursuant to Section 38-637(b) of the Town of Windsor Code of Ordinances prior to the Town signing the Plat.
  7. The Petitioners shall submit cash payment (or in kind equivalent, if so specified in the Agreement for Public Improvements and Development Matters) to the Town of Windsor for Fees for Initial Improvement of Parkland in the amount determined pursuant to Section 38-639(e) of the Town of Windsor Code of Ordinances prior to the Town signing the Plat.
  8. The Petitioner shall obtain approval for the Plat by Dane County, Village of DeForest, and any other approving authorities.
  9. The Plat shall be consistent with the facts set forth in the Staff Review and the Town Plan Commission Resolution, as determined by the Town of Windsor Staff. If the Plat is not consistent therewith, then the Town of Windsor Staff may request such action as is necessary to be consistent therewith and/or may refer the Plat to the Town of Windsor Plan Commission and/or Town of Windsor Board, or both.
  10. The Petitioner shall promptly reimburse the Town of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Plat, 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.
  11. At such time as all of the above conditions in Section A. herein have been fully satisfied, as confirmed via email from the Town staff, Town Planner and Town Attorney to Mr. Don Esposito, authorized agent of Petitioner, and not before, the Petitioner shall have the right to record the Final Plat.
- B. It is the Petitioner's obligation to satisfy its obligations as set forth above, and to provide satisfactory verification to the Town of the recording of the Final Plat prior to December 31,

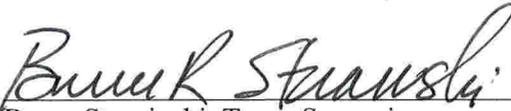
2015. All requests to the Town for determinations of compliance shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

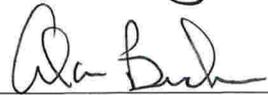
The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on the 18th day of June, 2015, by a vote of 5 in favor and 0 opposed.

**TOWN OF WINDSOR**

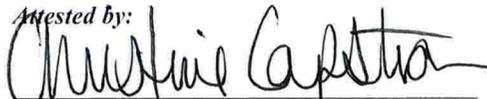
  
Robert E. Wipperfurth, Town Chair

  
Donald G. Madelung, Town Supervisor

  
Bruce Stravinski, Town Supervisor

  
Alan Buchner, Town Supervisor

  
Monica M. Smith, Town Supervisor

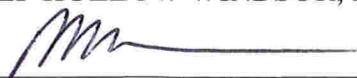
Attested by:  
  
Christine Capstran, Town Clerk

**ACKNOWLEDGEMENT AND CONSENT**

Wolf Hollow Windsor, LLC, the Petitioner, hereby acknowledges the conditions set forth above and, upon approval by the Town Board, agrees to and shall be bound thereto. This acknowledgement and consent may be executed as a counterpart to the above Resolution to have the same effect as if executed in a single document. Fax signatures shall be as binding as original signatures.

**IN WITNESS WHEREOF**, Wolf Hollow Windsor, LLC, Owner, has caused this Declaration to be signed by Matt K. Neumann, President of Neumann Companies, Inc., its authorized representative, in WAUKESHA County, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2015

**WOLF HOLLOW WINDSOR, LLC**

By:   
Matt K. Neumann, President  
Neumann Companies, Inc., sole member

AGREEMENT

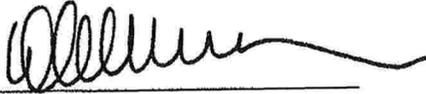
THE TOWN OF WINDSOR IS SIGNING THE REPLAT SOLELY TO ALLOW WOLF HOLLOW WINDSOR, LLC TO OBTAIN OTHER SIGNATURES AND FOR NO OTHER PURPOSE. UPON OBTAINING OTHER SIGNATURES, THE ORIGINAL PLAT SHALL BE RETURNED TO THE TOWN OF WINDSOR FOR SAFEKEEPING.

WOLF HOLLOW WINDSOR, LLC, BY DON ESPOSITO, IT'S AUTHORIZED AGENT, ACKNOWLEDGES THAT FEES HAVE NOT BEEN PAID IN FULL AND THAT PAYMENT OF SAME, AS WELL AS SATISFACTION OF ALL CONDITIONS IN RESOLUTION 2015-47, ARE REQUIREMENTS THAT MUST BE MET PRIOR TO RECORDING OF THE PLAT.

ELECTRONIC SIGNATURES SHALL BE AS BINDING AS ORIGINAL SIGNATURES.

DATED THIS 18<sup>TH</sup> DAY OF JUNE, 2015.

WOLF HOLLOW WINDSOR, LLC

A handwritten signature in black ink, appearing to read 'Don Esposito', written over a horizontal line.

DON ESPOSITO, AGENT

I HAVE READ THE ABOVE STATEMENT AND AGREE TO RETURN THE ORIGINAL PLAT MAP TO THE TOWN OF WINDSOR AS SET FORTH ABOVE.

VIERBICHER ASSOCIATES, INC.

\_\_\_\_\_  
MICHAEL S. MARTY, PLS

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VIERBICHER ASSOCIATES, INC.

Michael S. Marty  
MICHAEL S. MARTY, PLS





TO: Town of Windsor Board

CC: Robert Wipperfurth, Chairman  
 Tina Butteris, Office Manager  
 Amy Anderson Schweppe, Planning & Development Coordinator  
 Kevin Richardson, Engineer  
 Connie Anderson, Attorney

FROM: Jamie Rybarczyk, Planning Consultant

RPT DATE: June 08, 2015

MTG DATE: June 18, 2015

APRVL DATE: June 18, 2015

FOTH FILE: 15W027.01/10

RE: Neumann Companies, Inc - Plat of Wolf Hollow at Pleasant Prairie Creek

**BACKGROUND:**

1. Petitioner/Agent: Neumann Companies, Inc
2. Property Owner: Neumann Companies, Inc & Wolf Hollow Windsor, LLC
3. Location/Address: SE ¼ - SW ¼, NW ¼ - SE ¼, and the SW ¼ - SE ¼ of Section 29 and the NW ¼ - NE ¼, and the NE ¼ - NW ¼ of Section 32
4. Taxkey Number:
5. Area: 40.89± acres
6. Existing Zoning: R-2 Residential District
7. Proposed Zoning: N/A
8. Future Land Use: Traditional Single Family Residential

**OVERVIEW:**

Wolf Hollow was originally platted in 2005. Phase 1 and 2 were completed in 2006. A temporary sediment basin and drainage swale were constructed as part of Phase 1 and 2 to treat stormwater runoff from the development and provide conveyance of runoff from lands east of the development. Between 2008 and 2013, the development remained dormant as a result of the economic recession.

In 2013, Neumann Companies, Inc purchased the development. As part of the development process, a new wetland delineation was completed that identified wetland conditions adjacent to the temporary sediment basin and drainage swale constructed in 2006. The wetland delineation noted that the temporary sediment basin changed the drainage and moisture pattern within the development by increasing the amount of stormwater runoff discharge concentrating it within the graded drainage swales causing the area to be 'wetter' for a longer period of time and the emergence of wetland conditions.

As a result, the newly formed wetland conditions bisect the original recorded plat rendering multiple lots within Wolf Hollow 'un-buildable'. To resolve this issue and comply with wetland regulations, Neumann Companies, Inc proposes a Replat to portions of Wolf Hollow, Prairie Creek, and Pleasant Hill Estates that minimizes wetland crossings and works better with existing drainage patterns.

### PLANNER COMMENTS:

It is the opinion of Staff that the Plat of Wolf Hollow at Pleasant Prairie Creek is consistent with the facts set forth in the Staff Review dated March 17, 2015 and the Windsor Plan Commission Plan Resolution 2015-05.

### SURVEYOR COMMENTS:

Staff does not have any surveying comments regarding the Plat of Wolf Hollow at Pleasant Prairie Creek.

### ENGINEER COMMENTS:

Staff provides the following engineering comments regarding the Plat of Wolf Hollow at Pleasant Prairie Creek:

1. Utility Agreements for water and sewer service for the development will have to be approved by Windsor Sanitary District No. 1 and the Town of Windsor Board.
2. Water and Sanitary Sewer Service Plans will have to be approved by Windsor Sanitary District No. 1.
3. Preliminary Engineering Plans show multi-use paths in stormwater easements. Path easement and maintenance agreements have to be approved by Town of Windsor.
4. The Stormwater Management Plan illustrates storm water conveyance along common lot lines. Conveyance of stormwater should be located within the public rights-of-way or easements which are marked with monuments approved by the Town Engineer. A final Stormwater Management Plan needs to be approved by the Town of Windsor.
5. Approval from Dane County Land Conservation has to be obtained for the Stormwater Management Plan.
6. Approval from Dane County Land Conservation has to be obtained for the Erosion Control Plan.
7. A Pavement Design Report using the Preliminary Plat Soil Report shall be submitted to verify that the proposed pavement cross-section is sufficient.
8. The petitioner's engineer's opinion of probable costs for the development will have to be approved by the Town of Windsor Board.

### LEGAL COMMENTS:

Staff provides the following legal comments, attached herein as Exhibit C, regarding the Plat of Wolf Hollow at Pleasant Prairie Creek.

### STAFF RECOMMENDATION:

Provided that the Town of Windsor Board concurs with the Planner, Surveyor, Engineer, and Legal comments set forth above, the following action by the Town of Windsor Board is recommended:

The Town of Windsor Board **Conditional Approves** the Final Plat for Wolf Hollow at Pleasant Prairie Creek for Neumann Companies, Inc located at SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  - SE  $\frac{1}{4}$ , and the SW  $\frac{1}{4}$  - SE  $\frac{1}{4}$  of Section 29 and the NW  $\frac{1}{4}$  - NE  $\frac{1}{4}$ , and the NE  $\frac{1}{4}$  - NW  $\frac{1}{4}$  of Section 32, subject to the following conditions:

1. The Petitioner shall address the technical comments set forth in the Engineer Comments section of this Staff Review and obtain necessary approvals related to the environmental corridor amendment, all to the satisfaction of the Town Engineer.
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## Staff Review

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11. THE TOWN OF WINDSOR SHALL NOT SIGN THE PLAT UNTIL EACH AND ALL OF THE CONDITIONS SET FORTH ABOVE HAVE BEEN MET TO THE TOWN'S SATISFACTION. It is the Petitioners' obligation to satisfy these conditions. All submissions to the Town for determinations of compliance shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

### WINDSOR COMPREHENSIVE PLAN:

C:\Users\christine\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\D5I0GFYU\TW-R-Wolf Hollow Replat (BD)-2015.06.18-Version #3.doc

Lincoln Center II • 2514 South 102<sup>nd</sup> Street, Suite 278 • West Allis, WI 53227 • (414) 336-7900 • Fax: (414) 336-7901



## Staff Review

The Plat of Wolf Hollow at Pleasant Prairie Creek is consistent with the goals, objectives, and policies of the Town of Windsor Comprehensive Plan: 2025.

### **WINDSOR PLANNING & DEVELOPMENT ORDINANCE:**

The Plat of Wolf Hollow at Pleasant Prairie Creek is consistent with the provisions of the Town's Planning and Development Ordinance.

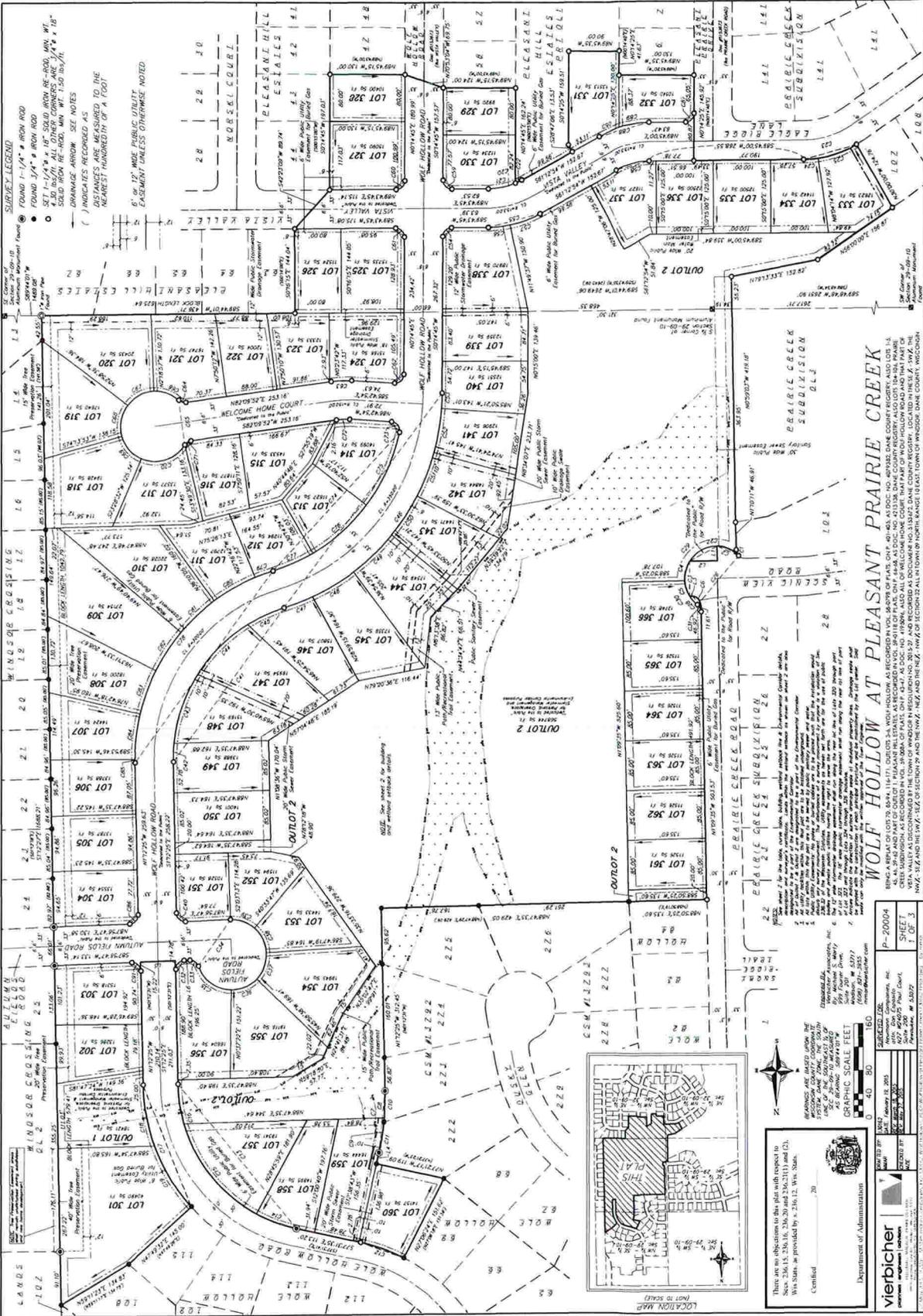
### **DANE COUNTY ZONING ORDINANCE:**

The Plat of Wolf Hollow at Pleasant Prairie Creek is consistent with the provisions of Dane County's Zoning Ordinance.

### **EXHIBITS:**

- A. Location Map
- B. Plat of Wolf Hollow at Pleasant Prairie Creek
- C. Development Agreement for Phase 3 of the Wolf Hollow Subdivision & Exhibit 2 Special Provisions





**SURVEY LEGEND**

FOUND 1-1/4" IRON ROD  
 FOUND 3/4" IRON ROD  
 SET 1-1/4" 10" SOLID IRON RE-ROD, MIN. WT.  
 SOLID IRON RE-ROD, MIN. WT. 1.50 LB./FT.  
 1" INDICATES RECORDED NOTES  
 DISTANCES ARE MEASURED TO THE  
 NEAREST HUNDREDTH OF A FOOT  
 6" OR 12" WIDE PUBLIC UTILITY  
 EASEMENT UNLESS OTHERWISE NOTED

**WOLF HOLLOW AT PLEASANT PRAIRIE CREEK**

BEING A PART OF LOT 20, BANA 1171, OUTLOT 2, WOLF HOLLOW, AS RECORDED IN VOL. 404, DOC. NO. 404, DANE COUNTY RECORDS, ALSO LOT 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

There are no objections to this plat with respect to Secs. 236, 13, 236, 16, 236, 20 and 236, 21(1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.

Created

Department of Administration

**vierbicher**  
 REAL ESTATE  
 1000 W. WISCONSIN AVENUE  
 MILWAUKEE, WI 53233  
 (414) 224-1100

DATE: 08/18/2015  
 TIME: 10:00 AM  
 SHEET: 1 OF 3

GRAPHIC SCALE FEET  
 0 40 80 160

# WOLF HOLLOW AT PLEASANT PRAIRIE CREEK

BEING A REPEAT OF LOTS 304, 116-171, OUTLOT 34, WOLF HOLLOW AS RECORDED IN VOL. 38-078 OF PLATS, ON P. 401-405, AS DOC. NO. 407362, DANE COUNTY REGISTRY, ALSO LOTS 1-3, 4, 5, 6, 7, 8 AND PART OF OUTLOT 1, PLEASANT PRAIRIE CREEK, AS RECORDED IN VOL. 39-018 OF PLATS, ON P. 411-418, AS DOC. NO. 413138, DANE COUNTY REGISTRY, ALSO LOTS 104-106, PLEASANT PRAIRIE CREEK SUBDIVISION AS RECORDED IN VOL. 39-008 OF PLATS, ON P. 43-47, AS DOC. NO. 419376, ALSO ALL OF WELCOME HOME COURT, THAT PART OF WOLF HOLLOW ROAD AND THAT PART OF VISA VALLEY AS DISCONTINUED IN THE TOWN OF WINDSOR, DANE COUNTY REGISTRY, LOCATED IN THE S1/4, N1/4, N1/2, N1/4, S1/4 AND THE S1/4, S1/4 OF SECTION 29 AND THE N1/4, N1/4 AND THE N1/4, N1/4 OF SECTION 32 ALL IN TOWN OF NORTH RANGE 10 EAST, TOWN OF WINDSOR, DANE COUNTY, WISCONSIN

### SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor No. 2452 hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, the subdivision regulations of the Village of DeForest, the subdivision regulations of the Town of Windsor and the subdivision regulations of Dane County, and under the direction of Carriage Ridge, LLC, owner of said land, I have surveyed, divided, and marked WOLF HOLLOW AT PLEASANT PRAIRIE CREEK, that such plat correctly represents all exterior boundaries and the subdivision of the lands surveyed, and that this land is a Repeat of Lots 70, 85-94, 116-171 and Outlots 3-6, Wolf Hollow, as recorded in Volume 38-078 of Plats, on Pages 401-405, as Document Number 407362, Dane County Registry, also lots 1-5, 45, 46, 59-62 and part of Outlot 1, Pleasant Hill Estates, as recorded in Volume 39-018 of Plats, on Pages 411-418, as Document Number 413138, Dane County Registry, also Lots 104-106, Prairie Creek Subdivision, as recorded in Volume 39-008 of Plats, on Pages 43-47, as Document Number 419376, Dane County Registry, also all of Welcome Home Court, that part of Wolf Hollow Road, and that part of VISA VALLEY as discontinued by the Town of Windsor in Wisconsin, as recorded in Document Number 5153672, located in the S1/4-S1/4, the N1/4-S1/4, and the S1/4-S1/4 of Section 29, and the N1/4-NE 1/4 and the NE1/4-NW 1/4 of Section 32 all in Township of North Range 10 East, Town of Windsor, Dane County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of said Section 29, thence S89°48'48"W along the South line of the S1/4 of said Section 29, 34.19 feet to the East line of Outlot 3 of said Prairie Creek Subdivision and the point of beginning, thence N00°59'03"E along said East line of Outlot 3, 163.95 feet to the Northeast corner thereof, said point also being the Southeast corner of Lot 101 of said Prairie Creek Subdivision, thence along the easterly line of said Lot 101 for the next two (2) courses, 1- thence N01°10'11"W, 46.91 feet to a point of curvature, 2- thence 11.33 feet along the arc of a curve to the left, through a central angle of 43°7'30", a radius of 15.00 feet, and a chord bearing N22°45'56"W, 11.07 feet to a point of non-tangential reverse curvature, thence 41.96 feet along the arc of a curve to the left, through a central angle of 43°42'58", a radius of 55.00 feet, and a chord bearing S68°18'59"E, 40.95 feet to the West line of said Outlot 4, Wolf Hollow, thence along the boundary of said Outlot 4 for the next two (2) courses, 1- thence N01°09'15"W, 24.98 feet, 2- thence N89°50'01"E, 48.45 feet to a westerly line of discontinued Wolf Hollow Road and the arc of a curve to the left, through a central angle of 66°06'41", a radius of 55.00 feet, and a chord bearing N07°03'57"W, 60.00 feet, thence S89°50'01"E, 47.23 feet to a westerly line of discontinued Wolf Hollow Road and the arc of a curve to the left, through a central angle of 89°00'24", a radius of 15.00 feet, and a chord bearing N45°39'47"W, 21.03 feet to the easterly right-of-way line of Prairie Creek Road, thence N01°09'15"W along said easterly right-of-way line, 503.33 feet to the Southwest corner of Lot 84 of said Wolf Hollow, thence N89°29'28"E along the South line of said Lot 84, 135.55 feet to the Southeast corner thereof, said point also being the Southwest corner of Certified Survey Map Number 13793 (CSM 13793), as recorded in Volume 91 of Certified Survey Maps, on Pages 148-151, as Document Number 5094796, Dane County Registry, thence along the boundary of said CSM 13793 for the next four (4) courses, 1- thence N01°12'25"W, 112.45 feet to a point of curvature, 2- thence 106.10 feet along the arc of a curve to the right, through a central angle of 135°16'11", a radius of 436.86 feet, and a chord bearing N54°32'02"E, 105.84 feet, 3- thence N12°38'43"E, 19.37 feet to the Northeast corner of said CSM 13793, 4- thence N77°11'17"W, 119.09 feet to a northerly corner of said CSM 13793, said point also being the Southeast corner of Lot 69 of said Wolf Hollow, thence N27°06'24"E along the East line of said Lot 69, 151.62 feet to the Northeast corner thereof and a point of non-tangential curvature, said point also lying on the southerly right-of-way line of Wolf Hollow Road, thence along the southerly and westerly right-of-way line of said Wolf Hollow Road for the next four (4) courses, 1- thence 79.28 feet along the arc of a curve to the left, through a central angle of 143°39'08", a radius of 310.00 feet, and a chord bearing S70°12'01"E, 79.06 feet, 2- thence S77°11'35"E, 113.20 feet to a point of curvature, 3- thence 146.33 feet along the arc of a curve to the right, through a central angle of 76°19'10", a radius of 260.00 feet, and a chord bearing S39°22'00"E, 321.29 feet, 4- thence S01°12'25"E, 211.03 feet to a northerly line of said discontinued Wolf Hollow Road, thence N87°56'47"E along said northerly line of discontinued Wolf Hollow Road, 60.01 feet to the easterly right-of-way line of said Wolf Hollow Road, thence along the easterly and northerly right-of-way line of said Wolf Hollow Road for the next two (2) courses, 1- thence N01°12'25"W, 211.14 feet to a point of curvature, 2- thence 228.60 feet along the arc of a curve to the left, through a central angle of 107°59'59", a radius of 320.00 feet, and a chord bearing N21°41'25"W, 223.96 feet to the Southerly most corner of Lot 115 of said Wolf Hollow, thence N47°49'32"E along the southerly line of said Lot 115, 145.00 feet to the Easterly most corner of said Lot 115, said point also being the Southerly most corner of Lot 108 of said Wolf Hollow, thence N57°11'23"E along the southerly line of said Lot 108, 134.83 feet to the Easterly most corner of said Lot 108 and the East line of said Pleasant Hill Estates, thence S00°76'15"E along the West line of said Lot 63, 144.04 feet, to the Southwest corner of said Lot 63, thence S42°23'09"W, 89.74 feet to the Northwest corner of said Lot 44 of said Pleasant Hill Estates, thence S00°74'45"W along the West line of said Lot 44 and its southerly extension thereof, 197.03 feet to the Northeast corner of Lot 47 of said Pleasant Hill Estates, thence N89°45'15"W along the North line of said Lot 47, 130.00 feet to the Northwest corner of said Lot 47, thence N70°53'04"W, 60.75 feet to the Northwest corner of Lot 50 of said Pleasant Hill Estates, thence N89°45'15"W along the North line of said Lot 50, 124.00 feet to the Northwest corner of said Lot 50 and the easterly line of said Outlot 1, Pleasant Hill Estates, thence N00°74'45"E along said easterly line of Outlot 1, 162.24 feet to a point of non-tangential curvature, thence 12.06 feet along the arc of a curve to the left, through a central angle of 05°45'25", a radius of 120.00 feet, and a chord bearing S64°05'55"W, 12.05 feet, thence S61°12'54"W, 89.36 feet, thence S26°47'05"E, 13.53 feet, thence S00°74'25"W, 159.51 feet, thence N89°45'35"W, 90.00 feet to the westerly line of said Outlot 1 and the East line of Lot 6 of said Pleasant Hill Estates, thence N00°74'25"E along said westerly line of Outlot 1 and the East line of said Lot 6, 41.63 feet to the Northeast corner of said Lot 6, thence N89°45'35"W, 90.00 feet to the Northeast corner of said Lot 6, 130.00 feet to the Northwest corner of said Lot 6, and the easterly right-of-way line of Pleasant Prairie Drive, (aka Prairie Creek Road), thence N00°74'25"E along said easterly right-of-way line of Pleasant Prairie Drive, (aka Prairie Creek Road), 145.92 feet to a point of intersection with the easterly extension of the northerly right-of-way line of Eagle Ridge Lane and the arc of a curve to the left, through a central angle of 29°48'06", a radius of 186.00 feet, and a chord bearing S74°52'29"W, 95.50 feet to the Easterly most corner of Lot 107 of said Prairie Creek Subdivision, thence N00°00'00"W along the northerly line of said Lot 107, 124.76 feet to the Northerly most corner of said Lot 107 and the southerly line of said Outlot 1, Prairie Creek Subdivision, thence along the southerly and easterly boundary of said Outlot 1 for the next three (3) courses, 1- thence N56°00'00"E, 156.87 feet, 2- thence N79°15'33"E, 152.82 feet to a southeasterly corner of said Outlot 1, 3- thence N00°59'03"E, 55.23 feet to the point of beginning. Said description contains 1,781,168 square feet or 40.89 acres more or less.

Veribicher Associates Inc.  
By: Michael S. Marty, P.L.S. No. 2452

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Signed

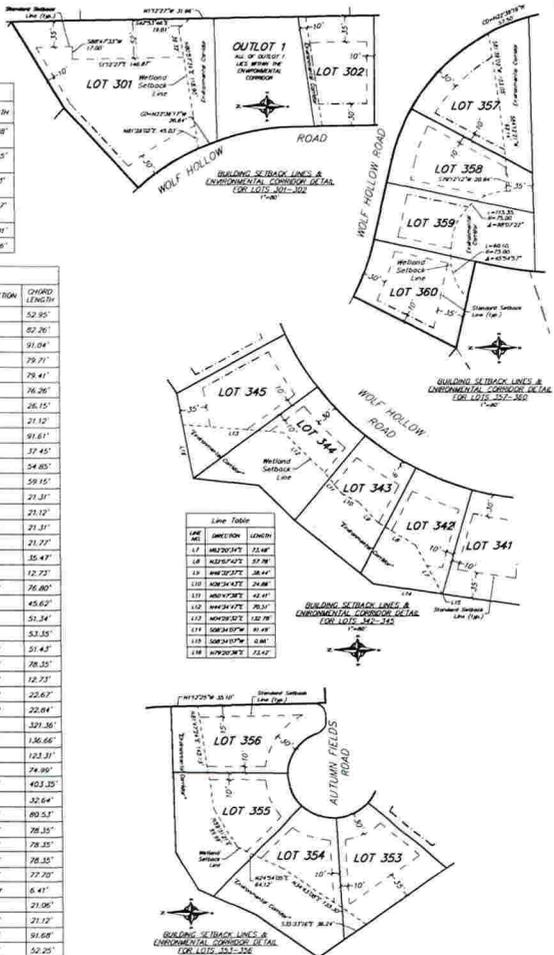
Michael S. Marty, P.L.S. No. 2452

| CURVE NO. | ARC         | BEARING | BACK |
|-----------|-------------|---------|------|
| C1        | N44°27'46"W |         |      |
| C2        | S62°32'22"E |         |      |
| C3        | N42°10'24"W |         |      |
| C4        | S59°59'56"W |         |      |
| C5        | N54°19'15"W |         |      |
| C6        | N18°28'49"W |         |      |
| C7        | S47°37'39"E |         |      |
| C8        | S31°57'22"W |         |      |

| ARC LENGTH | CHORD DIRECTION |
|------------|-----------------|
| 06         | N45°39'37"W     |
| 03         | S44°10'37"      |

| LINE NO. | DIRECTION   | LENGTH |
|----------|-------------|--------|
| L1       | N01°09'15"W | 24.98' |
| L2       | N89°50'01"E | 48.45' |
| L3       | S89°50'01"E | 47.23' |
| L4       | N01°12'25"W | 19.37' |
| L5       | N87°56'47"E | 60.01' |
| L6       | N89°56'47"E | 10.06' |

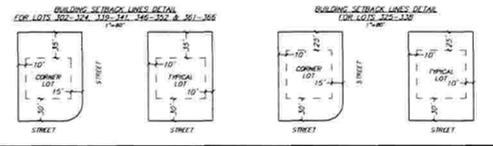
| CURVE NUMBER | ARC LENGTH | RADIUS | DELTA       | CHORD DIRECTION | CHORD LENGTH |
|--------------|------------|--------|-------------|-----------------|--------------|
| C1           | 11.33      | 15.00  | 047°17'30"  | N02°48'36"W     | 11.07        |
| C2           | 41.96      | 55.00  | 047°42'28"  | S68°18'59"E     | 40.95        |
| C3           | 63.46      | 55.00  | 068°08'41"  | N00°10'11"W     | 60.00        |
| C4           | 34.49      | 55.00  | 036°26'00"  | N44°42'00"W     | 34.31        |
| C5           | 28.57      | 55.00  | 029°45'55"  | N82°12'11"W     | 28.25        |
| C6           | 23.10      | 186.00 | 089°20'24"  | N45°39'47"W     | 21.03        |
| C7           | 106.10     | 436.86 | 0135°10'06" | N05°43'09"E     | 105.84       |
| C8           | 45.87      | 436.86 | 059°59'19"  | N01°47'15"E     | 45.85        |
| C9           | 60.23      | 436.86 | 075°48'48"  | N08°44'40"E     | 60.18        |
| C10          | 53.05      | 436.86 | 066°55'34"  | N02°12'25"E     | 53.02        |
| C11          | 53.05      | 436.86 | 066°55'34"  | N09°10'56"E     | 53.02        |
| C12          | 79.28      | 310.00 | 0143°39'08" | S70°12'01"E     | 79.06        |
| C13          | 146.33     | 260.00 | 0167°19'07" | N39°22'00"W     | 321.29       |
| C14          | 719.3      | 260.00 | 0167°19'07" | N69°32'48"E     | 718.69       |
| C15          | 201.95     | 260.00 | 044°56'37"  | N38°45'42"E     | 188.78       |
| C16          | 68.44      | 260.00 | 0158°34"88" | N08°44'34"W     | 68.25        |
| C17          | 228.60     | 320.00 | 0405°27'59" | N21°41'25"W     | 223.96       |
| C18          | 106.18     | 320.00 | 0192°04"    | N10°42'44"E     | 105.70       |
| C19          | 120.63     | 320.00 | 021°57'16"  | N31°11'47"W     | 121.87       |
| C20          | 59.72      | 120.00 | 028°30'51"  | S75°28'19"E     | 59.11        |
| C21          | 47.66      | 120.00 | 022°45'30"  | S79°17'00"W     | 47.35        |
| C22          | 12.06      | 120.00 | 055°45'22"  | S84°05'35"E     | 12.08        |
| C23          | 96.38      | 186.00 | 029°43'36"  | S74°52'29"W     | 95.50        |
| C24          | 28.59      | 186.00 | 007°49'47"  | S89°50'01"W     | 28.37        |
| C25          | 71.18      | 186.00 | 021°56'50"  | S70°12'01"E     | 70.78        |
| C26          | 182.09     | 55.00  | 089°11'23"  | N44°41'32"E     | 180.61       |
| C27          | 98.55      | 55.00  | 103°29'36"  | N81°28'12"E     | 89.89        |
| C28          | 20.08      | 55.00  | 020°54'55"  | N47°41'46"W     | 19.87        |
| C29          | 133.44     | 55.00  | 039°04'20"  | N66°01'58"E     | 131.64       |
| C30          | 48.65      | 55.00  | 050°40'50"  | N08°48'48"E     | 47.08        |
| C31          | 13.87      | 15.00  | 052°39'38"  | N07°39'24"W     | 13.38        |
| C32          | 23.14      | 15.00  | 089°09'19"  | S43°22'11"W     | 21.06        |
| C33          | 18.31      | 15.00  | 023°44'23"  | N55°10'17"W     | 18.00        |
| C34          | 265.72     | 60.00  | 253°44'23"  | S34°48'59"W     | 96.00        |
| C35          | 74.42      | 60.00  | 071°53'49"  | N63°50'44"W     | 69.74        |
| C36          | 48.80      | 60.00  | 046°16'00"  | S67°19'22"W     | 47.47        |
| C37          | 49.45      | 60.00  | 047°14'03"  | S20°24'20"W     | 48.07        |
| C38          | 44.61      | 60.00  | 046°13'31"  | S26°18'27"E     | 47.10        |
| C39          | 44.63      | 60.00  | 049°37'00"  | S70°44'17"E     | 43.61        |
| C40          | 23.78      | 15.00  | 090°50'40"  | S46°37'49"E     | 23.37        |
| C41          | 32.32      | 267.00 | 074°32'52"  | S36°54'09"W     | 323.40       |
| C42          | 32.32      | 267.00 | 086°06'05"  | S20°15'19"W     | 323.80       |
| C43          | 124.86     | 267.00 | 036°49'37"  | S19°28'11"W     | 123.84       |
| C44          | 121.54     | 267.00 | 026°19'53"  | S45°10'59"W     | 120.50       |
| C45          | 65.55      | 267.00 | 014°47'40"  | S65°59'06"W     | 65.37        |
| C46          | 408.61     | 383.00 | 077°00'41"  | S36°47'36"W     | 406.14       |



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (3), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_

Department of Administration



**veribicher**  
Professional Land Surveyors

Michael S. Marty, P.L.S. No. 2452  
201\_\_

Department of Administration  
P-20004  
SHEET 2



ORIGINAL

A DEVELOPMENT AGREEMENT FOR PHASE 3 OF  
THE WOLF HOLLOW SUBDIVISION, IN TOWN OF  
WINDSOR, DANE COUNTY, WISCONSIN

WHEREAS, Wolf Hollow Windsor, LLC  
("Owner") is the owner and developer of certain lots in  
the Plat of Wolf Hollow, a Plat recorded in the office of  
the Register of Deeds for Dane County, Wisconsin in  
Volume 58-079B of Plats on Pages 401-405 as Document  
Number 4079382; and

WHEREAS, the owner has requested and obtained from  
the Town the authority to the construct certain public work  
improvements for Phase 3, which include lots 64, 67, 68  
and 71 through 83 (inclusive), of the Wolf Hollow Plat;  
and

WHEREAS, the owner has also obtained approval of two Certified Survey Maps that  
adjust the boundary lot lines for lots 71, 72, 73, 74 and 75 of the Plat as depicted on  
Certified Survey Map No. 13792, and recorded as Document No. 5094796 Volume 91,  
Pages 148-153 ("Dusky Glen East CSM") and for lots 76, 77, 78 and 79 of the Plat as  
depicted on Certified Survey Map No. 13793, and recorded as Document No. 5094797  
Volume 91, Pages 154-159 ("Dusky Glen West CSM").

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of  
Windsor and the owner have entered into an agreement for the development of Phase 3 of  
the Wolf Hollow Subdivision.

THIS DOCUMENT DRAFTED BY:  
Amy Anderson Schweppe  
Town of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
(608)846-3854



8 7 7 1 4 1 9  
Tx:8605099

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5103233

10/08/2014 11:46 AM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 22

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Amy Anderson Schweppe  
Town of Windsor  
4084 Mueller Road  
DeForest, WI 53532

P.L.N

See Exhibit "A"

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**EXHIBIT 2**  
**SPECIAL PROVISIONS**

**Issues Requiring Additional Discussion**

1. OL 6 will be repurposed for stormwater detention. Design and approvals shall be per the Agreement. A Stormwater Management & Maintenance Agreement shall be and is required per Section 11.2.
2. Stormwater Management Plan for Phase 3 shall be per the Plans & Specifications approved by Dane County, and implemented per this Agreement.
3. Stormwater Management Plan for Phase 4 has been conceptually reviewed to determine viability, but shall be submitted with the Replat anticipated for Phase 4.
4. Following substantial completion of the Phase 3 Stormwater Management Plan and execution of the Stormwater Management & Maintenance Agreement required by this Agreement, the Developer shall be entitled to the release of the stormwater easements burdening the lots on the Dusky Glen CSMs.
5. Restrictions on Transfer of Lots in Phase 4 (see Section 11.3) shall be executed simultaneously with the Development Agreement.
6. The Developer shall provide a 66 foot connection to Windsor Crossing that meets where shown on the Windsor Crossing Plat unless otherwise mutually agreed by the Developer and Town.
7. Cost Recoupment for Dredging in amount of \$20,000.00 acknowledged and shall be paid by Developer prior to commencement of Phase 4.
8. The parties agree to swap Lot 112 for OL 7, and shall market accordingly. The parties shall work together in good faith to meet the legal requirements necessary to effectuate the swap in a timely manner.
9. Parkland dedication & fees in lieu of dedication for Phase 3 shall be as set forth in Sections 13 & 14 of the Agreement, which are incorporated in this Exhibit by reference.
10. The provisions set forth in this Exhibit are intended to and shall survive substantial completion of the Improvements, and shall bind the parties as to Phase 4, unless otherwise mutually agreed by the parties.