

**TOWN OF WINDSOR
RESOLUTION 2015-62**

**RESOLUTION APPROVING
FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
FOR PHASE 2D OF PRAIRIE CREEK SUBDIVISION**

WHEREAS, State at Main Development LLC ("Developer") has requested an amendment to the Prairie Creek Subdivision Development Agreement, as previously amended ("Development Agreement") to provide for this Fourth Amendment and update the Prairie Creek Phasing Schedule (*see* Exhibit A) and to update the Declaration Restricting Sale or Transfer of Lots by providing a partial release of same (*see* Exhibit B) (collectively, the "Fourth Amendment Documents"); and

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

WHEREAS, the Town Board has reviewed the Fourth Amendment Documents and the status of the project and wishes to approve the Fourth Amendment Documents as set forth in this Resolution.

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

- A. The Town Board **APPROVES** the Fourth Amendment Documents, thereby allowing amendment of the Development Agreement to allow for Phase 2(d) of the Prairie Creek Subdivision, **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 July 15, 2015.
 3. Subject to Developer providing the Town with fully executed originals of the Fourth Amendment Documents, 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 July 15, 2015.
 4. The Developer shall reimburse 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 and connie@andersonconsultswi.com. Failure to do so shall be considered a default under the Development Agreement.

- C. The Town Board's approval shall expire 90 days from the date of approval if the deadlines set forth above are not met. Time is of the essence.
- D. 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 23rd day of June, 2015, by a vote of 4 in favor and 0 opposed.

TOWN OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, Town Chairman

Bruce Stravinski
Bruce Stravinski, Town Supervisor

Monica M. Smith
Monica M. Smith, Town Supervisor

Excused Absence
Donald G. Madelung, Town Supervisor

Alan Buchner
Alan Buchner, Town Supervisor

Attest:

Christine Capstran
Christine Capstran, Town Clerk



8 8 8 3 4 6 6
Tx:8682701

**FOURTH AMENDMENT TO DEVELOPMENT
AGREEMENT FOR PRAIRIE CREEK SUBDIVISION
IN TOWN OF WINDSOR, DANE COUNTY,
WISCONSIN**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5170537**

07/22/2015 3:41 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

Lots and Parcel Identification Numbers:

Lot # 23	Parcel # 068/0910-293-6243-0
Lot # 24	Parcel # 068/0910-293-6254-0
Lot # 25	Parcel # 068/0910-293-6265-0
Lot # 26	Parcel # 068/0910-293-6276-0
Lot # 27	Parcel # 068/0910-293-6287-0
Lot # 28	Parcel # 068/0910-293-6298-0
Lot # 29	Parcel # 068/0910-293-6309-0
Lot # 30	Parcel # 068/0910-293-6320-0
Lot # 100	Parcel # 068/0910-293-6700-0
Lot # 101	Parcel # 068/0910-293-6711-0
Lot # 102	Parcel # 068/0910-293-6722-0
Lot # 103	Parcel # 068/0910-293-6733-0

RETURN TO:

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

P.I.N.

See this page

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

PARCEL IDENTIFICATION NUMBERS

THIS DOCUMENT DRAFTED BY:
Constance L. Anderson
Anderson Consults, LLC
PO Box 3004
Madison, WI 53704
Connie@AndersonConsultsWI.com

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

PRAIRIE CREEK SUBDIVISION

This Fourth 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 Town and Developer entered into a Third Amendment to Development Agreement dated June 6, 2014 (the "**Third Amendment**"); and

WHEREAS, the Original Agreement, the First Amendment, the Assignment, the Second Amendment and the Third 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(d) lots described in Exhibit A of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Town and Developer effective as of the 24 day of June, 2015.

DEVELOPER

STATE AT MAIN DEVELOPMENT LLC

By: [Signature]
Gary J. Gorman, Manager

STATE OF WISCONSIN)
COUNTY OF DANE) SS



On this 24 day of June, 2015, 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: Stacy L. Evert
Notary Public, State of Wisconsin
My commission is permanent/expires 5/26/2019

TOWN

TOWN OF WINDSOR

Attested by:

Christine Capstran, Town Clerk

By: _____
Name: Robert E. Wipperfurth
Title: Town Chairperson

STATE OF WISCONSIN)
COUNTY OF DANE) SS

On this ____ day of _____, 2015, before me, a notary public in and for Dane County, Wisconsin, Robert E. Wipperfurth and Christine Capstran personally appeared to me known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as his voluntary act(s) and deed(s).

Print Name: _____
Notary Public in and for Dane County, Wisconsin
My commission is permanent/expires _____

EXHIBIT A

PRAIRIE CREEK PHASING SCHEDULE

LOTS IN PHASE	TOWN APPROVAL TO BEGIN	DATE OF APPROVAL	DEADLINE FOR COMPLETION OF PUBLIC IMPROVEMENTS IN PHASE
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	04/2015	06/23/2015	09/15/2015
PHASE 3: 104-141	TBD	TBD	TBD