

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-27**

**APPROVAL OF AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
PLAT OF PRAIRIE CREEK FOR THE DEVELOPMENT OF PHASE 3 A**

WHEREAS, State at Main Development, LLC (“Developer”) permitted and agreed to replat a portion of its property that is now in the Final Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat (“Wolf Hollow Replat”) and continues to have an on-going development known as the Plat of Prairie Creek (“Prairie Creek”), both of which are located in the Village of Windsor, Dane County, Wisconsin; and

WHEREAS, the Developer executed an agreement with the Village of Windsor (the “Development Agreement”), which Development Agreement was limited in scope to a particular phase of Prairie Creek and did not include the Wolf Hollow Replat, which replat was created subsequent to Prairie Creek; and

WHEREAS, Developer is ready to proceed with development of Phase 3A and in order to do so must enter into an amendment of the Development Agreement to address the requirements for Phase 3A (the “Amendment”), which is attached as Exhibit A and incorporated by reference; and

WHEREAS, one of the Village’s requirements for Phase 3A is completion of a connection to Stack Drive, which completion is confirmed by the letter agreement executed by the Developer, which agreement is attached as Exhibit B and incorporated by reference; and

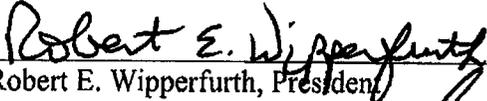
WHEREAS, Village staff and consultants have reviewed the Amendment and the letter agreement, and recommend that the Village Board approve the Amendment, all as set forth herein.

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

1. The Village Board hereby approves the Amendment subject to the condition that the connection to Stack Drive is completed as set forth in the letter agreement, and on that condition authorizes execution of the Amendment by the Village President and Village Clerk on behalf of the Village of Windsor.
2. The Village shall retain the Amendment until such time as the Village has all of the fully executed amendments approved pursuant to Village Board Resolutions 2016-23, 2016-27 and 2016-35.
3. At such time as the Amendment is fully executed, and the requirements of paragraph 2 above are satisfied, the Amendment shall be recorded in the Dane County Register of Deeds office by the Director of Planning & Development, at the Developer’s expense.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on March 3, 2016, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR

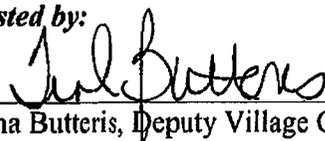

Robert E. Wipperfurth, President


Donald G. Madelung, Trustee


Bruce Stravinski, Trustee


Alan Buchner, Trustee


Monica M. Smith, Trustee

Attested by:

Tina Butteris, Deputy Village Clerk

Incorporated by Reference:

Exhibit A Amendment

Exhibit B Letter Agreement for Connection to Stack Drive

ACKNOWLEDGMENT & CONSENT

The undersigned, an authorized representative of the Developer, hereby acknowledges and consents to the conditions set forth in Village Board Resolution 2016-27.

Fax and/or signatures shall be as binding as original signatures. This Acknowledgment & Consent and Village Board Resolution may be executed in counterparts that, when taken as a whole, shall be construed as a single document.

Dated: 3-14-16

STATE OF MAIN DEVELOPMENT, LLC


By: GARY J. GORMAN
Its: Authorized Representative

**FIFTH AMENDMENT TO DEVELOPMENT
AGREEMENT FOR PRAIRIE CREEK SUBDIVISION
IN THE VILLAGE OF WINDSOR, DANE COUNTY,
WISCONSIN**



8 9 8 5 3 2 8
Tx:8755094

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5228437**

04/20/2016 1:38 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 10

Plat of Prairie Creek

Lot	Parcel #
Lot 107	196/ 0910-322-0037-0
Lot 108	196/ 0910-322-0048-0
Lot 109	196/ 0910-322-0059-0
Lot 110	196/ 0910-322-0070-0
Lot 111	196/ 0910-322-0081-0
Lot 112	196/ 0910-322-0092-0
Lot 113	196/ 0910-322-0103-0
Lot 114	196/ 0910-322-0114-0
Lot 115	196/ 0910-322-0125-0
Lot 127	196/ 0910-322-0257-0
Lot 128	196/ 0910-322-0268-0
Lot 129	196/ 0910-322-0279-0
Lot 130	196/ 0910-322-0290-0
Lot 131	196/ 0910-322-0301-0
Lot 132	196/ 0910-322-0312-0
Lot 133	196/ 0910-322-0323-0

THIS SPACE RESERVED FOR VILLAGE

RETURN TO:

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

DRAFTED BY:

Constance L. Anderson, Village Attorney
Anderson Consults, LLC
Madison, WI 53704
Connie@AndersonConsultsWI.com

PARCEL IDENTIFICATION NUMBERS:

SEE THIS PAGE

**Plat of Wolf Hollow at
Pleasant Prairie Creek**

Lot	Parcel #
Lot 333	196/ 0910-322-3113-0
Lot 334	196/ 0910-322-3124-0
Lot 335	196/ 0910-322-3135-0

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

PRAIRIE CREEK SUBDIVISION

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

WITNESSETH:

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

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

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

WHEREAS, the Village and Developer entered into a Fourth Amendment to Development Agreement dated June 24, 2015 (the "**Fourth Amendment**") and

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

WHEREAS, the Village 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 Village 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 Village hereby approves the construction of the Phase 3(a) lots described in Exhibit A of this Agreement.
- 3.) Developer shall obtain a Release of Transfer Restrictions, all as set forth in Village Board Resolution 2016-28. The Village shall record the Release, at Developer's expense.
- 4.) Developer shall obtain written confirmation that the Village Engineer has "no objection" to the Plans & Specifications provided to the Village by Vierbicher for construction of general public improvements, which Plans & Specifications shall thereafter be incorporated herein by reference. Developer shall construct the general public improvements in accordance therewith. Developer shall provide a letter of credit in the amount approved by the Village Board, all as set forth in Village Board Resolution No. 2016-29.
- 5.) Developer shall execute an amendment to the utility agreement it has with the Windsor Sanitary District No. 1. The Village of Windsor is the successor in interest to the Windsor Sanitary District No. 1. Developer shall obtain written confirmation that the Utility Engineer has "no objection" to the Plans & Specifications provided to the Village by Vierbicher for construction of water and sewer extensions and infrastructure, which Plans & Specifications shall thereafter be incorporated herein by reference. Developer shall construct the water and sewer extensions and infrastructure in accordance therewith. Developer shall provide a letter of credit in the amount approved by the Village Board, all as set forth in Village Board Resolution No. 2016-30.
- 6.) The connection to Stack Drive required by the Village of Windsor shall be completed as set forth in the letter agreement entered by and between the members of the Developer Group to Stack Drive, all as set forth in Village Board Resolution No. 2016-27 and Exhibit B thereto.
- 7.) The Village Board Resolutions specified in this Amendment are incorporated by reference.
- 8.) All references to the "Town of Windsor" in the Original Agreement shall be replaced with the "Village of Windsor," which is the successor in interest to the Town of Windsor. References to Town Ordinances in the Original Agreement shall be updated to refer to correlative Village Ordinances. In the event of confusion as to which ordinance applies, the determination made by the Village Attorney shall control.
- 9.) Except as expressly modified by this Amendment, the Original Agreement is hereby ratified and binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement is executed by the Village and Developer effective as of the 14 day of MARCH, 2016.

DEVELOPER

STATE AT MAIN DEVELOPMENT LLC

By: [Signature]
Gary J. Gorman, Manager



On this 14 day of March, 2016, 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 5/24/19



EXHIBIT A

PRAIRIE CREEK PHASING SCHEDULE

LOTS IN PHASE	VILLAGE 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(a) : 333-335 (Wolf Hollow at Pleasant Prairie Creek Subdivision), 107-115, 127-133	TBD per VB Res. 2016-27	03/03/2016	09/01/2016

PHASE 3(b) : 116-126, 134-141, Outlot 6	TBD	TBD	TBD	TBD

vierbicher
planners engineers advisors



999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
(608) 821-3968 phone
(608) 826-0530 FAX
www.vierbicher.com

February 26, 2016

President and Members of the Village Board
Village of Windsor
4804 Mueller Road
DeForest, WI 53532

Re: Development Access
Wolf Hollow at Pleasant Prairie Creek, Prairie Creek, Pleasant Hill Estates

Dear Mr. Wipperfurth and Village Board Members:

On behalf the developers of Wolf Hollow at Pleasant Prairie Creek, Prairie Creek, and Pleasant Hill Estates (Development Group), I am writing to discuss requirements for access to develop the next phases of these Plats.

The Development Group has met on several occasions with Village staff to discuss development and phasing issues related to the re-platted of portions Wolf Hollow, Prairie Creek and Pleasant Hills Estates Plats (now the Wolf Hollow at Pleasant Prairie Creek Plat). Central to these discussions was the termination of Prairie Creek Drive at the Scenic View Drive intersection and the affect this roadway termination would have on a.) development access to the Prairie Creek and Pleasant Hill Estates Plats; and b.) emergency access to these same properties. In consideration of the difficulties that would be created by disjointed individual development of the three Plats the Development Group agreed to construct the 2016 phases of their Plats at one time using a single contractor. As part of this agreement, a 'connection' to Stack Drive (formerly North Towne Road) would be made across the Pleasant Hill Estates property. It has been the collective understanding of the Development Group that the intended connection to Stack Drive was for emergency purposes only and that a gravel surfaced access route would be sufficient.

Proposed Improvements

As you may be aware Vierbicher submitted construction plans for the 2016 construction phases of the three developments in January. As part of the construction plans, a gravel access route has been proposed within the platted right-of-ways from Stack Drive to Pleasant Prairie Drive and connects to the end of the proposed phase on Wolf Hollow Drive. A copy of the overall Erosion Control Plan is attached for your reference which depicts the extent of intended development and location of the access route. A 24-foot wide gravel access route with 3' wide gravel shoulders is proposed. No underground utilities (sewer, water, storm sewer, electric, gas, etc.) or street improvements (curb & gutter, sidewalk) are part of the gravel access route. The grades and widths proposed would allow two-way traffic and are sufficient for large emergency vehicles.

Reedsburg (608) 524-6468 Madison (608) 826-0532

Milwaukee Metro (262)875-5000 | Prairie du Chien (608) 326-1051

Timing and Completion

The construction plans for all three developments have been provided to selected contractors for pricing. The Development Group has agreed to negotiate construction contracts for their respective developments using the same contractor and will award the work in the next few weeks. We anticipate construction of the projects over the summer months. The access route proposed will be constructed as part of the construction project this year. The development agreements for Prairie Creek and Wolf Hollow are scheduled for approval at the March 3rd Board meeting. The development agreement for Pleasant Hills is under review and we anticipate it will be presented for approval at the April Board meeting. As part of all these development agreements, surety is required for the proposed improvements. Surety for the installation of the access route to Stack Drive will be included as part of the Pleasant Hills development agreement.

A fully developed roadway to Stack Drive will be completed with the next phases of the Pleasant Hill Estates Plat. We anticipate this will occur within the next 24 to 36 months.

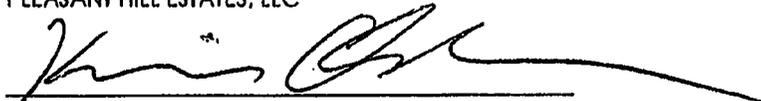
We appreciate your timely consideration of this matter and will attend the Village Board meeting on March 3rd to discuss the development in more detail and answer any questions.

Sincerely,
VIERBICHER ASSOCIATES, INC.

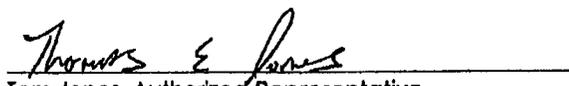

Timothy L. Schleeper, PE
Project Engineer

ACKNOWLEDGEMENTS

for Pleasant Hill Estates,
PLEASANT HILL ESTATES, LLC


Kevin Acker, Authorized Representative

for Prairie Creek Subdivision,
STATE AT MAIN, LLC


Tom Jones, Authorized Representative

for Wolf Hollow at Pleasant Prairie Creek,
WOLF HOLLOW WINDSOR, LLC


Don Esposito, Authorized Representative



Timing and Completion

The construction plans for all three developments have been provided to selected contractors for pricing. The Development Group has agreed to negotiate construction contracts for their respective developments using the same contractor and will award the work in the next few weeks. We anticipate construction of the projects over the summer months. The access route proposed will be constructed as part of the construction project this year. The development agreements for Prairie Creek and Wolf Hollow are scheduled for approval at the March 3rd Board meeting. The development agreement for Pleasant Hills is under review and we anticipate it will be presented for approval at the April Board meeting. As part of all these development agreements, surety is required for the proposed improvements. Surety for the installation of the access route to Stack Drive will be included as part of the Pleasant Hills development agreement.

A fully developed roadway to Stack Drive will be completed with the next phases of the Pleasant Hill Estates Plat. We anticipate this will occur within the next 24 to 36 months.

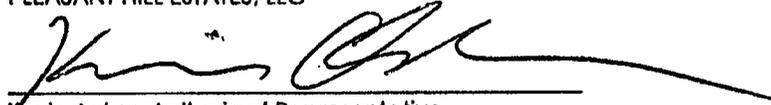
We appreciate your timely consideration of this matter and will attend the Village Board meeting on March 3rd to discuss the development in more detail and answer any questions.

Sincerely,
VIERBICHER ASSOCIATES, INC.


Timothy L. Schleeper, PE
Project Engineer

ACKNOWLEDGEMENTS

for Pleasant Hill Estates,
PLEASANT HILL ESTATES, LLC


Kevin Acker, Authorized Representative

for Prairie Creek Subdivision,
STATE AT MAIN, LLC


Tom Jones, Authorized Representative

for Wolf Hollow at Pleasant Prairie Creek,
WOLF HOLLOW WINDSOR, LLC


Don Esposito, Authorized Representative

