

**VILLAGE OF WINDSOR  
BOARD RESOLUTION 2016-35**

**APPROVAL OF AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE  
PLAT OF PLEASANT HILL ESTATES FOR THE DEVELOPMENT OF PHASE 1**

**WHEREAS**, Pleasant Hill Estates, 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 Pleasant Hill Estates (“Pleasant Hill”), both of which are located in the Village of Windsor, Dane County, Wisconsin; and

**WHEREAS**, the Developer executed an agreement with the Town of Windsor (the “Development Agreement”), which Development Agreement did not anticipate the replat known as the replat known as the Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat (“**Replat**”), which Replat was created subsequent to Pleasant Hill and joined in by the Developer; and

**WHEREAS**, Developer is ready to proceed with development of Phase 1 and in order to do so must enter into certain amendments of the Development Agreement to address the requirements for Phase 1 (the “**Amendments**”), the first of which is attached as Exhibit A and incorporated by reference; and

**WHEREAS**, one of the Village’s requirements for Phase 1 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 Amendment No. 1 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 Amendment No. 1 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 No. 1 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 may 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  
Robert E. Wipperfurth, President

Bruce R. Stravinski  
Bruce Stravinski, Trustee

Monica M. Smith  
Monica M. Smith, Trustee

Donald G. Madejung  
Donald G. Madejung, Trustee

Alan Buchner  
Alan Buchner, Trustee

Attested by:

Tina Butteris  
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 2016-35.

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

Dated: March 3-2016

PLEASANT HILL ESTATES, LLC

Kevin Acker

By: Kevin Acker

Its: Authorized Representative

**PLAT OF PLEASANT HILL ESTATES,  
VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**AMENDMENT NO. 1  
TO PLEASANT HILL ESTATES  
DEVELOPMENT AGREEMENT**

Lots and Parcel Identification Numbers Affected:

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

Lot # 325	196/ 0910-321-3025-0
Lot # 327	196/ 0910-321-3047-0
Lot # 328	196/ 0910-321-3058-0
Lot # 329	196/ 0910-321-3069-0
Lot # 330	196/ 0910-321-3080-0
Lot # 331	196/ 0910-321-3091-0
Lot # 332	196/ 0910-321-3102-0
Lot # 336	196/ 0910-321-3126-0
Lot # 337	196/ 0910-321-3137-0
Lot # 338	196/ 0910-321-3148-0

**Plat of Pleasant Hill Estates**

Lot # 6	196/ 0910-321-2056-0
Lot # 7	196/ 0910-321-2067-0
Lot # 8	196/ 0910-321-2078-0
Lot # 9	196/ 0910-321-2089-0
Lot # 47	196/ 0910-321-2507-0
Lot # 48	196/ 0910-321-2518-0
Lot # 57	196/ 0910-321-2617-0
Lot # 58	196/ 0910-321-2628-0



8 9 8 5 3 4 2  
Tx:8755102

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5228450**

04/20/2016 2:03 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

THIS SPACE RESERVED FOR RECORDING DATA

**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

This Amendment No. 1 is entered into by and between the Village of Windsor, a municipal corporation located in Dane County, Wisconsin and the successor in interest to the Town of Windsor (“**Village**”) and Pleasant Hill Estates, LLC, a Wisconsin limited liability company (“**Developer**”), effective upon the date set forth in Village Board Resolution No. 2016-35.

### **RECITALS**

**WHEREAS**, on or about May 5, 2008, the Town of Windsor and Developer entered into a Development Agreement (the “**Original Agreement**”); and

**WHEREAS**, the Village and Developer wish to set forth certain common understandings with respect to the anticipated development of the lots set forth above (“**Phase 1**”), and are entering into this first amendment to the Original Agreement (“**Amendment No. 1**”) for said purpose; and

**WHEREAS**, the Village and Developer anticipate that additional revisions to the Original Agreement will be necessary prior to Developer’s commencement of Phase 1 and agree to work together in good faith to reach a mutual understanding that will allow Developer to proceed with Phase 1 in accordance with current ordinances and laws; and

**WHEREAS**, the Original Agreement and this Amendment No. 1 shall be hereafter collectively referred to as the “**Development Agreement.**”

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Developer agree as follows:

1. Developer shall obtain a Release of Transfer Restrictions, all as set forth in Village Board Resolution 2016-36. The Village shall record the Release, at Developer’s expense.
2. 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 in Phase 1, 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. 2016-37.
3. 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 and in accordance with a standard utility construction agreement prepared by the Village’s Utility Attorney. Developer shall provide a

letter of credit in the amount approved by the Village Board, all as set forth in Village Board Resolution No. 2016-38.

4. The connection to Stack Drive required by the Village of Windsor shall be completed as set forth in the letter agreement with respect to the connection to Stack Drive and entered by and between the members of the Developer Group, all as set forth in Village Board Resolution No. 2016-35 and Exhibit B thereto. Developer shall be responsible for placing a 2 inch lift of asphalt 20 feet wide on the connection, at Developer's cost. The schedule for completion shall be in Amendment No. 2 to the Development Agreement. The Village and Developer acknowledge that the connection is temporary in nature and is being provided primarily for emergency access and public safety.
5. The Village Board Resolutions specified in this Amendment are incorporated by reference.
6. 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.
7. Except as expressly modified by this Amendment, the Original Agreement remains in effect as provided by law.

***[SIGNATURES ON FOLLOWING PAGES]***

IN WITNESS WHEREOF, this Agreement is executed by the Village and Developer effective as of the date set forth in Village Board Resolution No. 2016-35.

**\*DEVELOPER\***

**PLEASANT HILL ESTATES, LLC**

By: *Kevin Acker*  
Kevin Acker  
Authorized Representative

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF DANE        )

On this 3 day of March, 2016, before me, a notary public in and for Dane County, Wisconsin, Kevin Acker, as the authorized representative of Pleasant Hill Estates, LLC, 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).

*Sindy Schwenn*

Name: *Sindy Schwenn*  
Notary Public, State of Wisconsin  
My commission expires *3-18-18*



**\*VILLAGE\***

**VILLAGE OF WINDSOR**

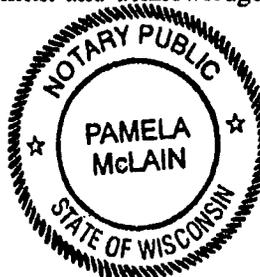
By: Robert E. Wipperfurth  
Robert E. Wipperfurth, Village President

By: Tina Butteris  
Tina Butteris, Deputy Village Clerk

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE        )

On this 3<sup>rd</sup> day of March, 2016, before me, a notary public in and for Dane County, Wisconsin, Robert E. Wipperfurth and Tina Butteris personally appeared to me known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act(s) and deed(s).

Pamela McLain  
Print Name: Pamela McLain  
Notary Public in and for Dane County, Wisconsin  
My commission is permanent/expires 8/19/19



Attached Hereto and Incorporated by Reference:

Exhibit 1: Village Board Resolution No. 2016-35 (including Exhibit B letter agreement)

Exhibit  
B

**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.

Sincerely,  
By

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

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

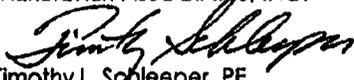
Timing and Completion

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 3<sup>rd</sup> 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.

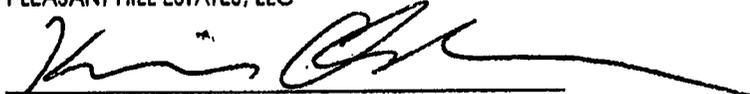
We appreciate your timely consideration of this matter and will attend the Village Board meeting on March 3<sup>rd</sup> to discuss the development in more detail and answer any questions.

Sincerely,  
VIERBICHER ASSOCIATES, INC.

  
Timothy L. Schleeper, PE  
Project Engineer

**ACKNOWLEDGEMENTS**

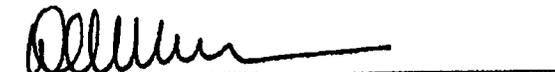
for Pleasant Hill Estates,  
PLEASANT HILL ESTATES, LLC

  
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

M:\Premier Builders Inc\140269\_Pleasant Hill Estates\Correspondence\To Village\2016-02-26\_PlatAccessInfoBoard\_Draft.docx

