

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-40**

**APPROVAL OF AMENDMENT No. 2 TO THE DEVELOPMENT AGREEMENT FOR
PHASE 1 OF THE PLAT OF PLEASANT HILL ESTATES AND CERTAIN LOTS AT
WOLF HOLLOW AT PLEASANT PRAIRIE CREEK**

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 second of which is attached as Exhibit A and incorporated by reference; and

WHEREAS, Village staff and consultants have reviewed Amendment No. 2 and recommend consideration and approval of Amendment No. 2, as presented at the Village Board meeting on April 7, 2016 and 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. 2 to the Development Agreement for Phase 1 of the Plat of Pleasant Hill Estates, and authorizes execution of the Amendment No. 2 by the Village President and Village Clerk on behalf of the Village of Windsor.
2. At such time as Amendment No. 2 is fully executed and notarized, it 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 April 7, 2016, by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, President

Bruce Stravinski
Bruce Stravinski, Trustee

Excused Absence
Monica M. Smith, Trustee

Donald G. Madelung
Donald G. Madelung, Trustee

Alan Buchner
Alan Buchner, Trustee

Attested by:

Tina Butteris
Tina Butteris, Deputy Village Clerk

Incorporated by Reference:

Exhibit A: Amendment No. 2



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Tx:8755102

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5228451**

**04/20/2016 2:03 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 21**

**PLAT OF PLEASANT HILL ESTATES AND
LOTS 325, 327-332, 336-338
OF PLAT OF WOLF HOLLOW
AT PLEASANT PRAIRIE CREEK, A REPLAT,
VILLAGE OF WINDSOR,
DANE COUNTY, WISCONSIN:**

**AMENDMENT NO. 2
TO
DEVELOPMENT AGREEMENT**

This Amendment No. 2 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 April 7, 2016 when executed by both parties.

RECITALS

WHEREAS, on or about May 5, 2006, the Town of Windsor and Developer entered into a Development Agreement (the "Original Agreement"), which was amended on or about March 24, 2016 ("Amendment No. 1") (collectively, "Prior Agreement"); and

WHEREAS, the Village and Developer wish to set forth certain common understandings with respect to the anticipated construction and installation of general public infrastructure and the development of the lots listed above ("Phase 1"), and are entering into this amendment ("Amendment No. 2") to the Prior Agreement for said purpose; and

WHEREAS, the Prior Agreement and this Amendment No. 2 shall be hereafter collectively referred to as the "Development Agreement."

WHEREAS, the Developer and the Village are contemporaneously entering into an agreement entitled "Utility Agreement Re: Pleasant Hill Estates Phase 1 Sewer and Water Extension" (the "Utility Agreement"), which relates to the construction and installation of sewer and water utility infrastructure, as described therein, and is distinct from the Development Agreement except where otherwise specified.

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:

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Amy Anderson Schwappe
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 EXHIBIT C

1. **PHASING: AMEND PARAGRAPH 2 AND EXHIBIT C OF ORIGINAL AGREEMENT.** The Village and Developer agree that the Plat shall be developed in the phases set forth in the Phasing Map. Exhibit C from the Original Agreement is hereby amended and replaced with the attached Exhibit C.
2. **PARK IMPROVEMENTS: AMEND PARAGRAPH 3 AND EXHIBIT A OF ORIGINAL AGREEMENT.** Delete third sentence and replace with the following: "These improvements also include construction of the walking/bicycle path system, at Developer's expense and to Village specifications, and payment of a parkland improvement fee instead of installing playground equipment and constructing gazebos. The Developer will pay the Village a proportionate share of the recreation equipment payment as each phase is approved for construction. The Village of Windsor has completed its Comprehensive Outdoor Recreation Plan ("CORP"), and recreation equipment will be installed in the Plat consistent with the CORP. Exhibit A from the Original Agreement is hereby amended and replaced with the attached Exhibit A."
3. **RUNWAY SEWER INTERCEPTOR COST RECOUPMENT: AMEND PARAGRAPH 4 AND EXHIBIT B OF ORIGINAL AGREEMENT.** Insert after the last sentence in the paragraph:

"The calculations used to assign costs for the construction of the Runway Sewer in Exhibit B used estimates of anticipated future Residential Equivalent Units (REU) which are now out of date. In March 2016, an updated and final calculation of the costs was calculated and allocated to the benefitting developments. The calculation was prepared by the Utility Engineer in consultation with the Developer's Engineer using the best available information. These updated calculations are being applied to the benefitted developments, which includes: Wolf Hollow Replat, Wolf Hollow Lot 97, Prairie Creek, Windsor Crossing and Pleasant Hill Estates. As of April 1, 2016, the amount allocated to Pleasant Hill Estates for the construction of the runway sewer interceptor is \$126,765.93 plus interest until paid in full. Interest is calculated based on a simple rate of 5% per annum and will continue to accrue on this amount from April 1, 2016 forward until it is paid in full. Prepayments may be made at any time.

The balance due has been converted to REUs and per diem interest per REU based on 159 REUs. This is solely for convenience in calculating the minimum payment. If there are fewer than or more than 159 REUs in the Pleasant Hill Estates Development, the amount due will not be reallocated. The obligation will be deemed satisfied upon the payment of the equivalent of \$126,765.93 plus interest, or [(159 REUs x \$797.27 per REU) + per diem interest of \$.11 per REU from April 1, 2016 until the date paid. The minimum payment prior to commencement of a phase shall be calculated as follows: (Number of REUs in the phase x \$797.27 per REU) + per diem interest of \$.11 per REU from April 1, 2016 until the date paid.

Again, the amount shall not be recalculated if the total number of REUs in the Plat changes. On the contrary, the amount due has been determined and is being allocated

using REUs as a convenience for payment of the total amount due. Upon commencement of the final phase, the balance due shall be calculated and paid, regardless of the number of REUs in the final phase. This is the final determination and allocation of the costs for the Runway Sewer Interceptor, and the parties concur that it is binding. Exhibit B shall be hereby removed from the Development Agreement. Calculations shall be made as set forth above and in Exhibit I, which is attached and incorporated by reference.”

4. **SURETY: NEW EXHIBIT H AND CHANGE TO PARAGRAPH 9 OF ORIGINAL AGREEMENT.** The amount of the letter of credit shall be equal to 120% of the costs of the required public improvements in Phase 1, as required by law. The total amount of surety for both the general public improvements described in this Development Agreement *and* the water & sewer infrastructure described in the Utility Agreement is \$935,125. Of that total, \$573,164 is allocated to general public improvements and \$361,961 is allocated to water & sewer. A detailed breakdown is attached as Exhibit H, and incorporated by reference.
5. **AMEND PARAGRAPH 20 AND EXHIBIT F OF ORIGINAL AGREEMENT.** The Village agrees to release the lots in Phase 1. Exhibit F from the Original Agreement is hereby amended and replaced with the attached Exhibit F. (Note: This Exhibit F replaces the Release adopted by Village Board Resolution No. 2016-36, which was approved on March 3, 2016, and is hereby corrected by Village Board Resolution No. 2016-40, which was approved on April 7, 2016.)
6. **NEW EXHIBIT J: SUMMARY OF FEES FOR PHASE 1.** The Village and Developer agree to the summary of fees for Phase 1, which are attached hereto as Exhibit J and incorporated by reference.
7. **INCORPORATION OF PORTIONS OF UTILITY AGREEMENT.** To provide for ease of administration and update the Original Agreement to current laws and Village standards, the provisions of the Utility Agreement shall not only apply to the sewer and water main extensions but shall also apply to construction and installation of the general public improvements covered by this Development Agreement. More specifically, the following paragraphs of the Utility Agreement are incorporated by reference:
 1. GENERAL PROVISIONS.
 3. PUBLIC IMPROVEMENTS AND PHASES OF CONSTRUCTION. (a)–(e) only
 4. CONTRACTORS ENGAGED BY DEVELOPER.
 5. CONSTRUCTION RELATED ACTIVITIES. (a), (b), (c), (e), (h), (i), (j) only
 6. ACCEPTANCE OF WORK.
 7. INDEMNIFICATION AND INSURANCE REQUIRED OF PRIVATE CONTRACTORS.
 8. SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
 10. DEVELOPER TO REIMBURSE VILLAGE FOR COSTS SUSTAINED.
 11. SURETY.
 12. MISCELLANEOUS.

- 13. SUPPLEMENTAL GENERAL CONDITIONS.
 - 14. NOTICES.
 - 15. RECORDING.
 - 16. LAW AND JURISDICTION.
 - 19. DEVELOPER'S WARRANTY OF FEE SIMPLE TITLE TO PLAT.
- EXCEPT THAT:

- References to the Utility Engineer shall be replaced with references to the Village Engineer, Kevin Richardson, P.E.
- References to Public Improvements shall refer to the general public improvements included in this Development Agreement.
- References to the Plans & Specifications shall be those Plans & Specifications reviewed by the Village Engineer and to which the Village Engineer has stated that he has no objection.
- In the event of a conflict among applicable provisions, the stricter provisions shall apply.
- In the event that that a provision is inconsistent with current law or ordinances, the current laws and ordinances shall apply.

8. **RATIFICATION.** Except as expressly modified by this Amendment No. 2, the Prior Agreement is hereby ratified and reaffirmed by the Village and the Developer and remains in effect as provided by law.

IN WITNESS WHEREOF, this Agreement is executed by the Village and Developer effective as of April 7, 2016.

DEVELOPER

PLEASANT HILL ESTATES, LLC

By: _____

Kevin Acker
Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

On this 7th day of April, 2016, before me, a notary public in and for Dane County, Wisconsin, Kevin Acker, as the Managing Member and 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).

Name: Ramona Wipperfurth
Notary Public, State of Wisconsin
My commission expires July 2020

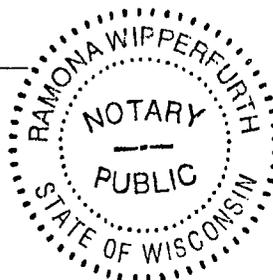


EXHIBIT A
PARKLAND IMPROVEMENT FEE CALCULATIONS

As provided in the Original Agreement, Developer shall fully satisfy Parkland Dedication and/or Fee In Lieu Of Parkland Dedication and Park Improvement Fee upon payment of \$107,050.00.

See attached
Phasing Plan (Exhibit C) and Summary of Fees (Exhibit J),
which are hereby incorporated as part of this Development Agreement.

Note: There are 18 lots in Phase 1.

**EXHIBIT C
PHASING MAP
AND
LOTS AND PARCEL IDENTIFICATION NUMBERS**

PHASING MAP follows lot and parcel identification numbers, and is incorporated by reference.

Phase 1 Lots And Parcel Identification Numbers:

PLAT OF WOLF HOLLOW AT PLEASANT PRAIRIE CREEK, A REPLAT

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

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

TO BE PREPARED BY DEVELOPER & STAFF PRIOR TO RECORDING:

Phase 2A Lots And Parcel Identification Numbers:

Phase 2B Lots And Parcel Identification Numbers:

Phase 3 Lots And Parcel Identification Numbers:

Phase 2 A

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 10	196/ 0910-321-2100-0
Lot # 11	196/ 0910-321-2111-0
Lot # 12	196/ 0910-321-2122-0
Lot # 13	196/ 0910-321-2133-0
Lot # 14	196/ 0910-321-2144-0
Lot # 15	196/ 0910-321-2155-0
Lot # 16	196/ 0910-321-2166-0
Lot # 17	196/ 0910-321-2177-0
Lot # 18	196/ 0910-321-2188-0
Lot # 49	196/ 0910-321-2529-0
Lot # 50	196/ 0910-321-2540-0
Lot # 51	196/ 0910-321-2551-0
Lot # 52	196/ 0910-321-2562-0
Lot # 53	196/ 0910-321-2573-0
Lot # 54	196/ 0910-321-2584-0
Lot # 55	196/ 0910-321-2595-0
Lot # 56	196/ 0910-321-2606-0

Phase 2 B

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 28	196/ 0910-321-2298-0
Lot # 29	196/ 0910-321-2309-0
Lot # 30	196/ 0910-321-2320-0
Lot # 31	196/ 0910-321-2331-0
Lot # 32	196/ 0910-321-2342-0
Lot # 33	196/ 0910-321-2353-0
Lot # 34	196/ 0910-321-2364-0
Lot # 35	196/ 0910-321-2375-0
Lot # 36	196/ 0910-321-2386-0
Lot # 37	196/ 0910-321-2397-0
Lot # 38	196/ 0910-321-2408-0
Lot # 39	196/ 0910-321-2419-0
Lot # 40	196/ 0910-321-2430-0
Lot # 41	196/ 0910-321-2441-0
Lot # 42	196/ 0910-321-2452-0
Lot # 43	196/ 0910-321-2463-0
Lot # 44	196/ 0910-321-2474-0
Lot # 63	196/ 0910-321-2683-0
Lot # 64	196/ 0910-321-2694-0
Lot # 65	196/ 0910-321-2705-0
Lot # 66	196/ 0910-321-2716-0

Wolf Hollow at Pleasant
Prairie Creek Plat

Lot #	Parcel #
Lot # 326	196/ 0910-321-3036-0

Phase 3

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 19	196/ 0910-321-2199-0
Lot # 20	196/ 0910-321-2210-0
Lot # 21	196/ 0910-321-2221-0
Lot # 22	196/ 0910-321-2232-0
Lot # 23	196/ 0910-321-2243-0
Lot # 24	196/ 0910-321-2254-0
Lot # 25	196/ 0910-321-2265-0
Lot # 26	196/ 0910-321-2276-0
Lot # 27	196/ 0910-321-2287-0
Lot # 67	196/ 0910-321-2727-0
Lot # 68	196/ 0910-321-2738-0
Lot # 69	196/ 0910-321-2749-0
Lot # 70	196/ 0910-321-2760-0
Lot # 71	196/ 0910-321-2771-0
Lot # 72	196/ 0910-321-2782-0
Lot # 73	196/ 0910-321-2793-0
Lot # 74	196/ 0910-321-2804-0
Lot # 75	196/ 0910-321-2815-0
Lot # 76	196/ 0910-321-2826-0
Lot # 77	196/ 0910-321-2837-0

EXHIBIT C - Continued

EXHIBIT F
TRANSFER RESTRICTION
and
RELEASE OF TRANSFER RESTRICTION FOR PHASE 1

See following pages, which are incorporated by reference.
Transfer Restriction and Release to be executed prior to commencement of construction.
Prepared by Village Attorney.

EXHIBIT H SURETY CALCULATION FOR PHASE 1 [2 PAGES]

Surety Determination - Village of Windsor
Pleasant Hill Estates, LLC
Pleasant Hill Estates Phase 1
Village of Windsor, WI
2/23/2016

vierbicher
partners • engineers • advisors



Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
Sanitary Sewer					
	Sanitary Sewer - 8" PVC	LF	1,390	\$ 28.50	\$ 39,615.00
	Sanitary Sewer - 48" Dia. Manhole	EA	7	\$ 3,400.00	\$ 23,800.00
	Internal Chimney Seals	EA	7	\$ 620.00	\$ 4,340.00
	Sanitary Sewer Service Lateral - 4" PVC	LF	800	\$ 22.00	\$ 17,600.00
	Sanitary Sewer Trench Compaction	TF	2,190	\$ 4.00	\$ 8,760.00
	TV Inspection - Sanitary Sewers	LF	1,390	\$ 3.10	\$ 4,309.00
Sanitary Sewer Subtotal					\$ 98,424.00
Watermain					
	Water Main - 8" D.I.	LF	1,510	\$ 46.00	\$ 69,460.00
	Water Main - 6" D.I.	LF	40	\$ 54.00	\$ 2,160.00
	Relay Watermain - 16" D.I.	LF	370	\$ 120.00	\$ 44,400.00
	Gate Valves - 16"	EA	1.0	\$ 8,600.00	\$ 8,600.00
	Gate Valves - 6"	EA	4	\$ 2,000.00	\$ 8,000.00
	Gate Valves - 8"	EA	6	\$ 2,500.00	\$ 15,000.00
	Styrofoam Insulation (8'x4'x2" Thick)	EA	10	\$ 180.00	\$ 1,800.00
	Water Service Lateral - 1" Copper	LF	760	\$ 26.75	\$ 20,330.00
	Salvage Existing Hydrant	EA	1	\$ 1,000.00	\$ 1,000.00
	Hydrant - New w/ Marker Flag	EA	4	\$ 3,900.00	\$ 15,600.00
	Connect to Existing 16" Watermain	EA	1.5	\$ 7,400.00	\$ 11,100.00
	Watermain Trench Compaction	TF	1,920	\$ 3.00	\$ 5,760.00
Watermain Subtotal					\$ 203,210.00
Storm Sewer					
	Storm Sewer - 6" PVC	LF	70	\$ 20.00	\$ 1,400.00
	Storm Sewer - 12" RCP	LF	140	\$ 35.00	\$ 4,900.00
	Storm Sewer - 15" RCP	LF	200	\$ 53.00	\$ 10,600.00
	Storm Sewer - 18" RCP	LF	40	\$ 40.00	\$ 1,600.00
	Storm Sewer - 24" RCP	LF	220	\$ 95.00	\$ 20,900.00
	Storm Sewer - 27" RCP	LF	320	\$ 80.00	\$ 25,600.00
	Storm Sewer - 30" RCP	LF	240	\$ 95.00	\$ 22,800.00
	Storm Sewer - 36" RCP	LF	90	\$ 120.00	\$ 10,800.00
	Storm Sewer - 24" CMP	LF	116	\$ 60.00	\$ 6,960.00
	15" RCP Apron Endwall	EA	1	\$ 1,500.00	\$ 1,500.00
	18" RCP Apron Endwall	EA	1	\$ 1,600.00	\$ 1,600.00
	24" RCP Apron Endwall	EA	2	\$ 2,100.00	\$ 4,200.00
	30" RCP Apron Endwall	EA	1	\$ 2,600.00	\$ 2,600.00
	36" RCP Apron Endwall	EA	1	\$ 3,600.00	\$ 3,600.00
	24" CMP Apron Endwall	EA	4	\$ 1,800.00	\$ 7,200.00
	Storm Sewer Manhole - 48"	EA	4	\$ 2,100.00	\$ 8,400.00
	Storm Sewer Manhole - 60"	EA	6	\$ 2,700.00	\$ 16,200.00
	Storm Sewer Field Inlet - 60"	EA	1	\$ 2,700.00	\$ 2,700.00
	Storm Sewer Curb Inlet - 2' x 3' Precast Box W/ Frame & Grate	EA	10	\$ 2,100.00	\$ 21,000.00
	Storm Sewer - 48" Diameter Catch Basin W/ 2'x3' Inlet	EA	1	\$ 2,300.00	\$ 2,300.00
	Storm Sewer - 60" Diameter Catch Basin W/ 2'x3' Inlet	EA	1	\$ 3,200.00	\$ 3,200.00
	Storm Sewer - 72" Diameter Catch Basin W/ 2'x3' Inlet	EA	1	\$ 4,300.00	\$ 4,300.00
	Storm Sewer Trench Compaction	TF	1,436	\$ 2.00	\$ 2,872.00
Storm Sewer Subtotal					\$ 187,232.00
Streets					
	Excavation Below Subgrade (EBS)	CY	820	\$ 28.00	\$ 22,960.00
	Geotextile Fabric - Street Subgrade	SY	410	\$ 2.50	\$ 1,025.00
	Finish Grading	LF	1,700	\$ 5.80	\$ 9,860.00
	HMA Pavement - Upper Layer (1-3/4"), Type E1	SY	5,530	\$ 6.30	\$ 34,839.00
	HMA Pavement - Lower Layer (2-1/4"), Type E1	SY	5,530	\$ 6.00	\$ 33,180.00
	HMA Pavement - Bike Path (3")	SY	940	\$ 11.00	\$ 10,340.00
	Clean and Tack Coat Binder	SY	5,530	\$ 0.40	\$ 2,212.00
	Crushed Aggregate Base Course - 12" Thick under Temporary	SY	2,700	\$ 9.00	\$ 24,300.00
	Crushed Aggregate Base Course - 10" thick under Roadway	SY	5,530	\$ 8.00	\$ 44,240.00

Crushed Aggregate Base Course - 6.5" thick under C&G	SY	1,120	\$ 5.00	\$ 5,600.00
Crushed Aggregate Base Course - 8" thick under Bike Path	SY	940	\$ 8.90	\$ 8,366.00
Crushed Aggregate Base Course - 11" thick for Bike Path	SY	190	\$ 9.30	\$ 1,767.00
Concrete Curb & Gutter - 30"	LF	2,880	\$ 12.40	\$ 35,712.00
Reinforced Curb and Gutter @ Lateral Locations	EA	18	\$ 75.00	\$ 1,350.00
Concrete Sidewalk w/ 4" Base	SF	14,490	\$ 3.15	\$ 45,643.50
Reinforce Concrete Sidewalk @ Lateral Crossings	EA	18	\$ 75.00	\$ 1,350.00
Concrete Curb Ramps	SF	420	\$ 5.50	\$ 2,310.00
Truncated Dome Detectable Warning Field	EA	7	\$ 300.00	\$ 2,100.00
Street Sign - Stop Sign (R1-1) and Street Name Assembly	EA	3	\$ 250.00	\$ 750.00
Street Sign - Street Name (D3-1)	EA	2	\$ 250.00	\$ 500.00
Type III Barricades w/Road Closed Sign	EA	4	\$ 500.00	\$ 2,000.00
Streets Subtotal				\$ 290,404.50
Construction Subtotal				\$ 779,270.50
Statutory Contingency (20%)				\$ 155,854.10
Surety Total				\$ 935,124.60

EXHIBIT J TO AMENDMENT NO.2 OF DEVELOPMENT AGREEMENT

Pleasant Hill Estates

Summary of Outstanding Payments From Developer to Village of Windsor

Prepared by Kevin Richardson, PE, Village Engineer, in consultation with Developers [Date: April 4, 2016]

Total Fees to Village Per Existing Agreements

Park Payment	\$107,050.00	Fixed amount per orig dev agreement
Silt Pond Dredging	\$15,916.76	Fixed amount per orig dev agreement
Runway Sewer	<u>\$126,765.93</u>	Accrues interest until paid off per Runway Sewer Agmt
Total	\$249,732.69	Due as of April 1, 2016

The developer has the option to pay off the fees per units developed in each phase.

The totals listed are due no matter how many units are ultimately developed.

The Runway Sewer charge accrues interest at the rate of 5% per annum until paid in full.

Per Unit Calculation

Estimated 159 Total Units

		Current Cost per 159 Unit
REU		159 Unit
Park Payment	\$107,050.00	673.27044
Silt Pond Dredging	\$15,916.76	100.10541
Runway Sewer	\$126,765.93	797.27

Phase 1 Fees and Charges Calculation

REU		18 Units
Park Payment	\$12,118.87	The developer elected to pay per REU.
Silt Pond Dredging	\$15,916.76	The developers elected to pay the total dredging amount now.
Runway Sewer	<u>\$14,350.86</u>	This number is based on 159 units and a total cost of the sewer of \$126,765.93 as of April 1, 2016. INTEREST TO BE CALCULATED
Total 1st Phase	\$42,404.49 (plus interest)	

The Village of Windsor and the Developer, Pleasant Hill Estates, LLC, by their duly authorized representatives, hereby acknowledge and agree to be bound by the above summary of outstanding fees and costs as to Phase 1. Windsor Utility District No. 1 extension & connection fees and MMSD fees are not included above.

DATED: 4/7/16

VILLAGE OF WINDSOR

Robert E. Wipperfurth

By: Robert E. Wipperfurth, Village President

Tina Butteris

Attested By: Tina Butteris, Deputy Village Clerk

DATED: 4/7/16

PLEASANT HILL ESTATES, LLC

Kevin Acker

Kevin Acker, Authorized Member

Janette Acker

Janette Acker, Authorized Member



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Tx:8755102

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5228452**

**04/20/2016 2:03 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 5**

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

**DEED RESTRICTION PROHIBITING SALE OR
TRANSFER OF ANY AND ALL LOTS IN THE PLAT
EXCEPT FOR LOTS 6, 7, 8, 9, 47, 48, 57 AND 58**

RECITALS

WHEREAS, Pleasant Hill Estates, LLC, a Wisconsin limited liability company, ("**Developer**"), on its own behalf as owner of all of the lots in the Plat of Pleasant Hill Estates Subdivision ("**Plat**") a recorded plat in Volume 59-011B of Plats on Pages 66-68, as Document Number 4213138, on July 14, 2006, in the office of the Register of Deeds for Dane County, Wisconsin, has requested approval from the Village of Windsor (the "**Village**") for authority to construct necessary public infrastructure in the Plat to serve the lots in Phase 1 (see phasing map attached as Exhibit A and incorporated by reference) (the "**Phase 1 Lots**"); and

WHEREAS, the Developer's authority to proceed with marketing and sale of Lots in the Plat other than the Phase 1 Lots (that is, the **Phase 2A Lots**, **Phase 2B Lots** and **Phase 3 Lots**) (collectively, the "**Restricted Lots**") is subject to, among other things, obtaining customary approvals from the Village, which approvals have not yet been requested or obtained.

AGREEMENT

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

1. **THIS DEED RESTRICTION PROHIBITS TRANSFER OF THE RESTRICTED LOTS PRIOR TO RELEASE OF THIS DEED RESTRICTION. THE RESTRICTED LOTS SHALL NOT BE SOLD OR TRANSFERRED TO A THIRD PARTY UNTIL SUCH TIME AS A RELEASE IS RECORDED BY WINDSOR IN THE DANE COUNTY REGISTER OF DEEDS OFFICE, SPECIFYING AND THEREBY RELEASING ALL OR A PORTION OF THE RESTRICTED LOTS FROM THIS DEED RESTRICTION.**
2. **ENTITLEMENT TO RELEASE.** The Developer shall be entitled to a release of the deed restriction as to all or a portion of the Restricted Lots at such time as: (a) the Developer and Village enter into a Development Agreement that includes all or a portion of the Restricted Lots and the required surety is provided to the Village to ensure the

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 **Exhibit A**

IN WITNESS WHEREOF, the Village of Windsor, has caused this Deed Restriction to be signed by Robert E. Wipperfurth, Village President and its authorized representative, and attested to by Tina Butteris, Deputy Village Clerk, on this 7 day of APRIL, 2016.

VILLAGE OF WINDSOR

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

Attest: Tina Butteris
Tina Butteris, Deputy Village Clerk

ACKNOWLEDGEMENT

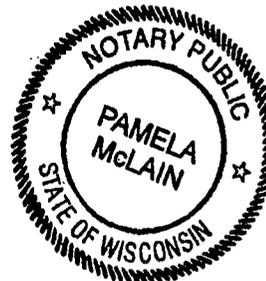
STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 7 day of April, 2016, the above-named Robert E. Wipperfurth and Tina Butteris, known to me as the Village President and Deputy Village Clerk of the Village of Windsor, and who executed the foregoing instrument and acknowledged the same.

Pamela McLain

Notary Public, State of Wisconsin
My Commission is Permanent/Expires: 8/19/19



Phase 2 A

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 10	196/ 0910-321-2100-0
Lot # 11	196/ 0910-321-2111-0
Lot # 12	196/ 0910-321-2122-0
Lot # 13	196/ 0910-321-2133-0
Lot # 14	196/ 0910-321-2144-0
Lot # 15	196/ 0910-321-2155-0
Lot # 16	196/ 0910-321-2166-0
Lot # 17	196/ 0910-321-2177-0
Lot # 18	196/ 0910-321-2188-0
Lot # 49	196/ 0910-321-2529-0
Lot # 50	196/ 0910-321-2540-0
Lot # 51	196/ 0910-321-2551-0
Lot # 52	196/ 0910-321-2562-0
Lot # 53	196/ 0910-321-2573-0
Lot # 54	196/ 0910-321-2584-0
Lot # 55	196/ 0910-321-2595-0
Lot # 56	196/ 0910-321-2606-0

Phase 2 B

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 28	196/ 0910-321-2298-0
Lot # 29	196/ 0910-321-2309-0
Lot # 30	196/ 0910-321-2320-0
Lot # 31	196/ 0910-321-2331-0
Lot # 32	196/ 0910-321-2342-0
Lot # 33	196/ 0910-321-2353-0
Lot # 34	196/ 0910-321-2364-0
Lot # 35	196/ 0910-321-2375-0
Lot # 36	196/ 0910-321-2386-0
Lot # 37	196/ 0910-321-2397-0
Lot # 38	196/ 0910-321-2408-0
Lot # 39	196/ 0910-321-2419-0
Lot # 40	196/ 0910-321-2430-0
Lot # 41	196/ 0910-321-2441-0
Lot # 42	196/ 0910-321-2452-0
Lot # 43	196/ 0910-321-2463-0
Lot # 44	196/ 0910-321-2474-0
Lot # 63	196/ 0910-321-2683-0
Lot # 64	196/ 0910-321-2694-0
Lot # 65	196/ 0910-321-2705-0
Lot # 66	196/ 0910-321-2716-0

Wolf Hollow at Pleasant
Prairie Creek Plat

Lot #	Parcel #
Lot # 326	196/ 0910-321-3036-0

Phase 3

Pleasant Hill Estates Plat

Lot #	Parcel #
Lot # 19	196/ 0910-321-2199-0
Lot # 20	196/ 0910-321-2210-0
Lot # 21	196/ 0910-321-2221-0
Lot # 22	196/ 0910-321-2232-0
Lot # 23	196/ 0910-321-2243-0
Lot # 24	196/ 0910-321-2254-0
Lot # 25	196/ 0910-321-2265-0
Lot # 26	196/ 0910-321-2276-0
Lot # 27	196/ 0910-321-2287-0
Lot # 67	196/ 0910-321-2727-0
Lot # 68	196/ 0910-321-2738-0
Lot # 69	196/ 0910-321-2749-0
Lot # 70	196/ 0910-321-2760-0
Lot # 71	196/ 0910-321-2771-0
Lot # 72	196/ 0910-321-2782-0
Lot # 73	196/ 0910-321-2793-0
Lot # 74	196/ 0910-321-2804-0
Lot # 75	196/ 0910-321-2815-0
Lot # 76	196/ 0910-321-2826-0
Lot # 77	196/ 0910-321-2837-0

EXHIBIT A



8 9 8 5 3 4 5
Tx:8755102

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5228453**

04/20/2016 2:03 PM

Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 3

**PLAT OF WOLF HOLLOW
AT PLEASANT PRAIRIE CREEK, A REPLAT,
VILLAGE OF WINDSOR,
DANE COUNTY, WISCONSIN:**

**RELEASE OF RESTRICTIONS ON SALE OR
TRANSFER OF CERTAIN LOTS
IN THE PLAT OF WOLF HOLLOW AT PLEASANT
PRAIRIE CREEK, A REPLAT**

RECITALS

WHEREAS, PLEASANT HILL ESTATES, LLC, a Wisconsin limited liability company ("**Developer**") executed and recorded a Deed Restriction Prohibiting Sale or Transfer of Certain Lots within the plat known as Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat, a recorded plat in Volume 60-040A of Plats on Pages 198-200, as Document Number 5171521 in the office of the Register of Deeds for Dane County, Wisconsin (the "**Replat**"), and has requested from the Village of Windsor (the "**Village**") the authority to proceed with construction of Phase 1 of the Subdivision known as Pleasant Hill Estates, which includes certain lots within the Replat; and

WHEREAS, pursuant to the Deed Restriction Prohibiting Sale or Transfer of Certain Lots and Providing for Phased Development of the Replat (the "**Restriction**"), which was recorded in the Dane County Register of Deeds on August 19, 2015, as Document No. 5178093, no transfer(s) of the specified lot(s) is/are to occur prior to the release of the Restriction; and

WHEREAS, the Village Board is now ready to release the Restriction as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Developer agree, for themselves and their heirs, successors and assigns, as follows:

1. **Release of Restriction.** The prohibition on sale or transfer of the lots identified in the **Restriction** is hereby fully and forever released. See Exhibit A for a full listing of the released lots.
2. **Release Binding on Heirs, Successors and Assigns.** This Release runs with the land and shall be binding on PLEASANT HILL ESTATES, LLC, the owner of the released lots, and its respective heirs, successors and assigns.

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 Exhibit A

IN WITNESS WHEREOF, and as approved by Village Board Resolution No. 2016-36 on March 3, 2016, and corrected by Village Board Resolution No. 2016-40 on April 7, 2016, the Village of Windsor, has caused this Release to be signed by Robert E. Wipperfurth, Village President and its authorized representative, and attested to by Tina Butteris, Deputy Village Clerk, to be effective as of April 7, 2016.

VILLAGE OF WINDSOR

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

Attest: Tina Butteris
Tina Butteris, Deputy Village Clerk

ACKNOWLEDGEMENT

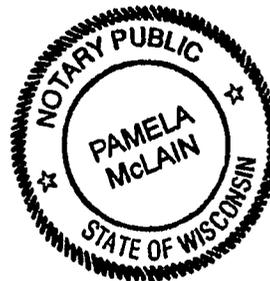
STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 7th day of April, 2016, the above-named Robert E. Wipperfurth and Tina Butteris, known to me as the Village President and Deputy Village Clerk of the Village of Windsor, and who executed the foregoing instrument and acknowledged the same.

Pamela McLain

Notary Public, State of Wisconsin
My Commission is Permanent/Expires: 8/19/19



Attachment Incorporated by Reference:
Exhibit A: Lot and Parcel Numbers Released

**EXHIBIT A
RELEASED LOTS AND PARCEL NUMBERS
PLAT OF WOLF HOLLOW
AT PLEASANT PRAIRIE CREEK, A REPLAT**

PLAT OF WOLF HOLLOW AT PLEASANT PRAIRIE CREEK, A REPLAT

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