Savannah Brooks

Amended Final Development Plan

Savannah Brooks

Acknowledgments

Prepared For:

FDP and its amendments have been prepared on behalf of the following developers:

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Approved On:

March 6, 2006
December 20, 2010 (Savannah Brooks II Replat)
November 30, 2015 (Savannah Brooks III Replat)
December 13, 2021 (Homestead Plat)
April 26, 2022 (Homestead Addition Further Revisions)
October 24, 2023 (DeForest Yards)
December 11, 2023 (Deforest Yards Lot 5)
January 23, 2024 (Homestead Addition Commercial Lot)
September 24, 2024 (Young Blood Amendments)

Revised On:

December 22, 2005
January 6, 2006
March 6, 2006
June 1, 2006
September 13, 2010
December 21, 2010
April 19, 2011
May 5, 2015
November 30, 2015
December 6, 2021
January 28, 2022
February 10, 2022
April 1, 2022
October 3, 2023
October 17, 2023
January 8, 2024
February 2, 2024
October 9, 2024

Savannah Brooks

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Savannah Brooks

Letter of Intent for 2023 Amendment

Cascade Development
5150 High Crossing Boulevard
Madison, Wisconsin 53718
608-354-8748
October 3, 2023

Village of DeForest
306 DeForest Street
DeForest, WI 53532

Re: Letter of Intent - Request for Approval of Amended Final Development Plan for Savannah Brooks

Dear Planning and Zoning Commission Members:

We are pleased to submit an amended Final Development Plan ("FDP") for Savannah Brooks to include DeForest Yards. DeForest Yards is a destination-type development that combines retail, dining, recreation, and residential uses on the land formerly referred to as "Replat Lot 6". Cascade Development, LLC will be the developer for DeForest Yards. The accompanying FDP replaces the previous FDP approved by the Village on April 26, 2022.

The project will divide Replat Lot 6 into 5 developable parcels, dedicate right-of-way for Monticello Drive and create one Outlot for stormwater management purposes.

CSM Lot 1 is expected to be comprised of a brewery and distillery production facility that also houses a tap room serving food. Young Blood Beer Company and Plain Spoke Cocktails will be the owner and primary tenant of this space, which may also include leasable space for other complementary commercial service and retail tenants.

CSM Lot 2 contains a mixed-use building, with the residential portion of the building oriented to Monticello Drive. A commercial user will be located on the west end of the building positioned to serve users of the outdoor space on CSM Lot 3. A flex space is also included, which fronts the pedestrian plaza between Lots 2 and 3.

To the south, CSM Lot 3 is the center of the development and includes an ice arena facility with full size outdoor and indoor ice sheets. Cascade Development has partnered with an experienced rink operator for this recreational amenity. The building is designed to support facilities for the outdoor event space to the west during non-winter months.

CSM Lot 5 is expected to include overflow parking for DeForest Yards, a mixed-use residential/commercial building, and a recreational building with a pool. If required, additional overflow parking may be provided on Lot 1 of CSM 13623.

The south end of the site, CSM Lot 4 will have a market-rate apartment complex. The density provided by the apartments will help support the mixed-use aspects of the development. All buildings will feature underground parking and elevator service. All refuse will be collected in the basements of these buildings. Cascade provides extensive tenant amenities in its projects, and this complex is expected to include meeting rooms, fitness centers, and onsite management.

All conditions of Preliminary Development Plan (PDP) approval have or will be met. Erosion control and stormwater management plan and calculations will be addressed with site plan approvals.

We are pleased to forward to you this amended Final Development Plan for the Savannah Brooks project in the Village of DeForest. We respectfully request approval of the amended Final Development Plan.

Sincerely,

Luke Stauffacher, CEO
Cascade Development

Savannah Brooks

Letter of Intent for 2022 Amendment

Savannah Brooks, LLC
3564 Egre Road
DeForest, Wisconsin 53532
608-241-0102
April 25, 2022

Village of DeForest
306 DeForest Street
DeForest, WI 53532

Re: Letter of Intent-Request for Approval of Amended Final Development Plan for Savannah Brooks Development

Dear Village Board and Planning and Zoning Commission Members:

We are pleased to forward to you an Amended Final Development Plan ("AFDP") for the Savannah Brooks project in the Village of DeForest, at the southeast corner of the intersection of STH 19 and US 51. The developer is Savannah Brooks, LLC, a company owned by Donald C. and Joanne K. Tierney.

The accompanying AFDP replaces one previously approved by the Village on December 13, 2021.

We are very excited about the revised proposed development. It incorporates a significant number of detached single-family residence lots and a new mini-park to add to the already-dedicated neighborhood parks, along with a modest reduction in the amount of commercial/retail land in the development. In addition, we have provided for a significant mixed use lot that can be used for multi-family residential, commercial, or both purposes along USH 51 on Lot 5 of Savannah Brooks II. We believe that these changes enhance the chances of success of the development by reflecting the current market for land in this area. This development still seeks to attract top quality commercial retail, office and service businesses, in addition to the residential components created in this AFDP.

The proposed development identifies and preserves sensitive and scenic natural areas. By incorporating these areas instead of destroying them or encroaching upon them, we end up with an environmentally strong project that embraces the inherent beauty of the land and coexists with nature. It is our responsibility to try to meet high stormwater management expectations to protect Token Creek. We pride ourselves on having some of the best park spaces and natural areas in Dane County. It is our intention to continue this trademark of our existing developments in Savannah Brooks. The proposed project contains a large Village park, which includes, among other features, springs and Native American artifacts (Reigstad Park), along with a new, intensively developed mini--park in the midst of the single family lots.

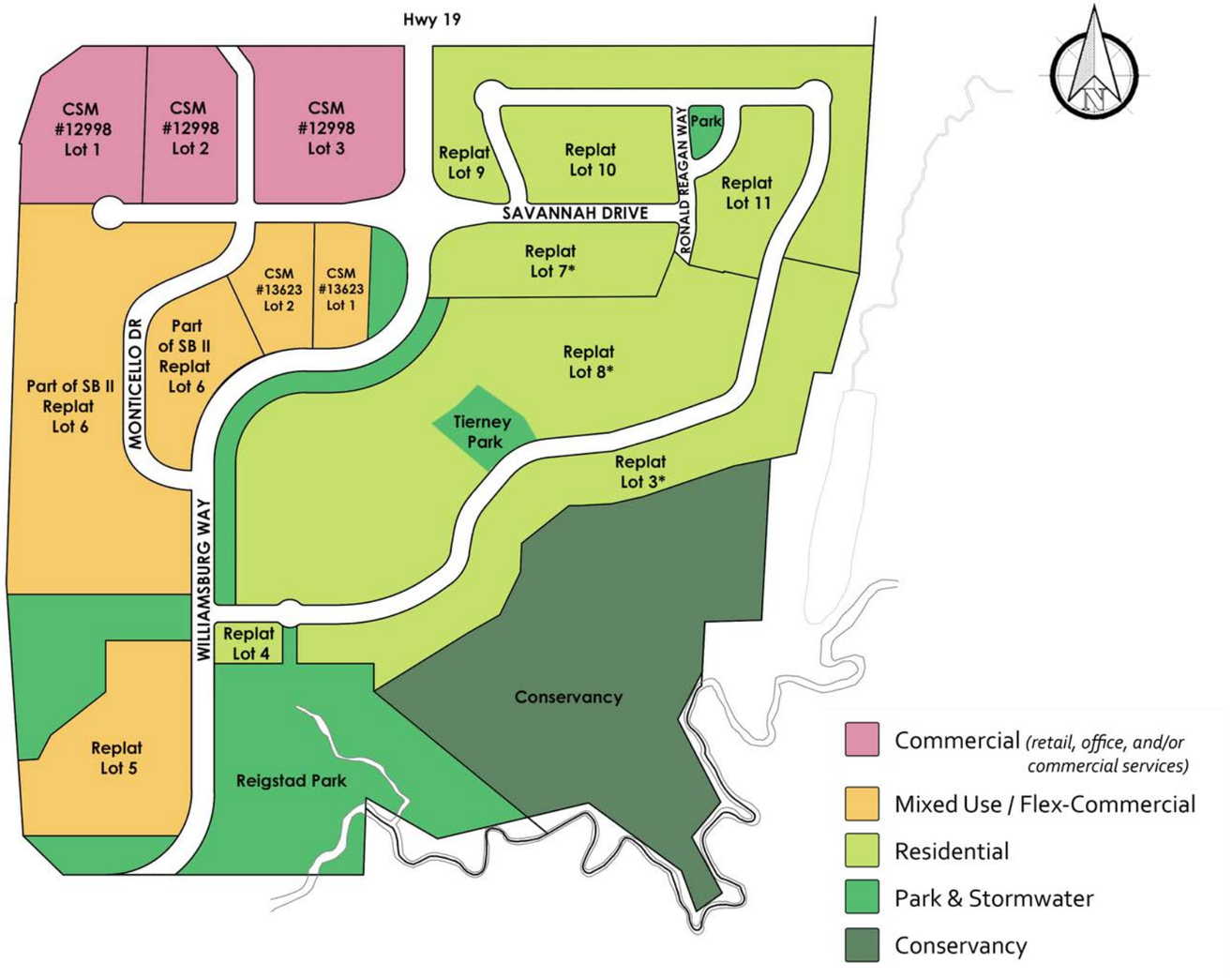
We are pleased to forward to you a further Amended Final Development Plan II ("AFDP II") for the Savannah Brooks project in the Village of DeForest, which proposed the platting and development of the Homestead Addition to Savannah Brooks. The Homestead Addition is primarily a replat of Lot 1 in Savannah Brooks II, along with the replatting of certain lots located east of the former Lot 1. Outlot 1 will be reserved for an access to the Bork property east of the plat, which is owned by Don and Joanne Tierney and is in the Village of DeForest. Outlot 2 will be reserved for a public park. All lots will be conventional, detached single family housing lots. A portion of Savannah Drive connecting to STH 19 will be vacated. The developer of the Homestead Addition will be Savannah Brooks, LLC, a company owned by Don and Joanne Tierney and family members. We respectfully request approval of the further Amended Final Development Plan.

Sincerely,

/s/ Don Tierney
Don Tierney, Member
Savannah Brooks, LLC

Savannah Brooks

PUD Zoning Districts

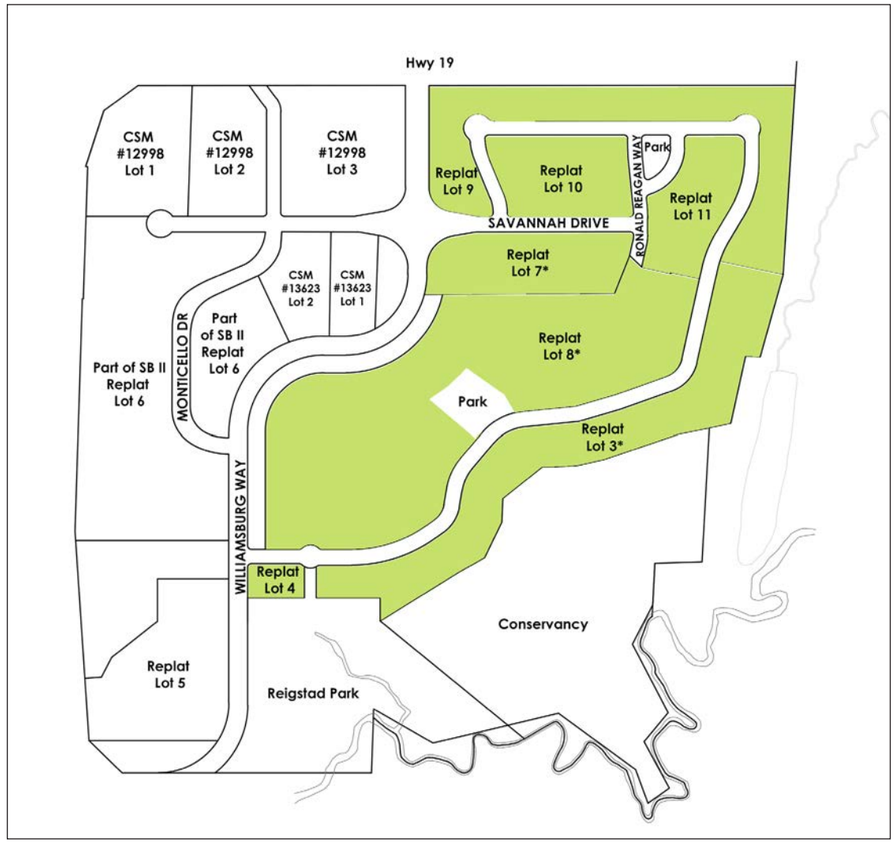


NOTE: The boundaries of the various land use areas are approximate, and will be finalized through Village approvals of final plats and CSM's.

A final site plan will be submitted to and approved by the Village prior to development or expansion in the areas of Savannah Brooks II Replat 5 and 6, and CSM 12998 Lots 1, 2 and 3.

Savannah Brooks

Residential Use Area - Zoning Requirements



Photos on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

Residential Units – There will be up to 175 lots within the mapped "Residential" area to the left, with each lot intended for one single-family residence except as indicated below.

Permitted Uses – For all but Lot 1 of the Homestead Addition ("Lot 1"): single-family residence, family childcare home (up to 8 children), home occupation (per Zoning Ordinance S. 15.04(6) or any replacement section with similar function), and small solar or wind energy system (per S. 15.04(24) or any replacement section with similar function). For Lot 1, or a contiguous legal combination of Lot 1 and all or parts of Lots 2 and 3 to its north: child care center; preschool; medical, other healthcare, or dental office or clinic; indoor domestic animal veterinary clinic; hair or nail salon or related use; business or notfor profit office, including but not limited to, insurance, financial services, real estate, accounting, legal, or consulting; senior assisted living; nursing home; and memory care or rehabilitation facility.

Conditional Uses – For all but Lot 1: Community Living Arrangements/CBRF (1-15 residents). For Lot 1, or a contiguous legal combination of Lot 1 and all or parts of Lots 2 and 3 to its north: any gym, fitness, exercise facility, spa, dance or music school or similar use not listed under "permitted uses" above.

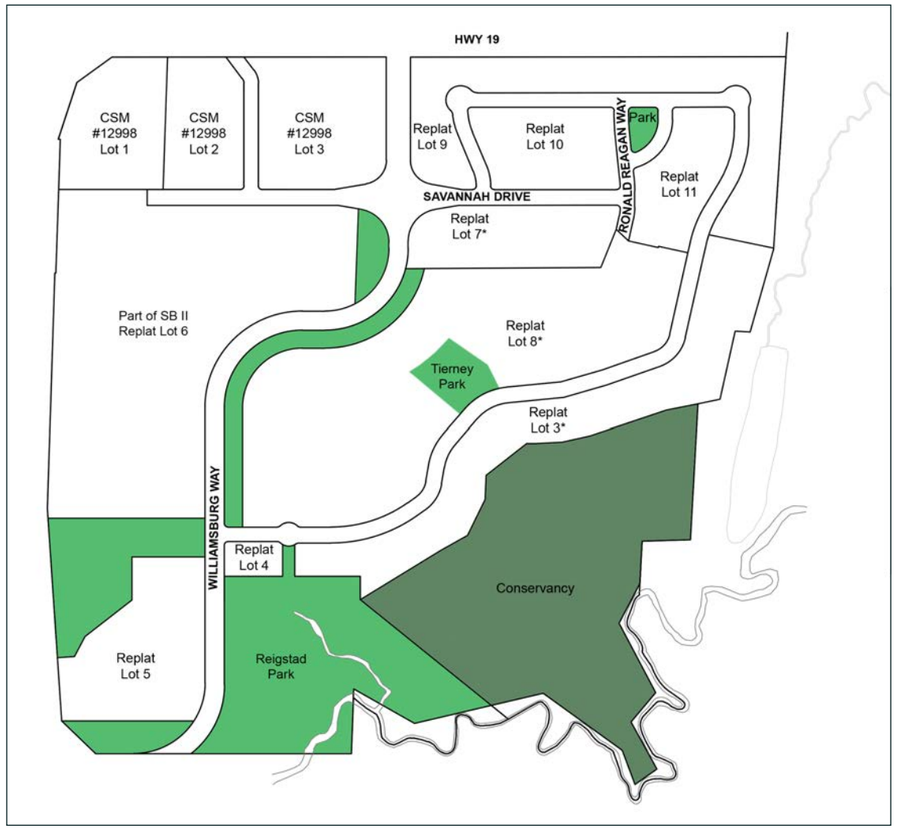
Prohibited Structures – Detached garages and accessory buildings, with the exception of those expressly permitted in recorded covenants for the affected lots.

Lot 1 Development Standards – No development on Lot 1 shall be allowed prior to Planning and Zoning Commission approval of a site plan, following an application meeting all requirements in S. 15.05 (or replacement) in the Village Zoning Ordinance. Bulk, landscape, lighting, signage, building materials and design, and other zoning standards shall be the same as those specified for the Village's RM-B Residential Mix - Business District per the Zoning Ordinance, unless modified by site plan approval.

Development Standards for Residential Units and Lots		
	Savannah Brooks III	**Homestead Addition**
Total Proposed Residential Acreage	43.9 (49.4 Approved from 2015)	15
Maximum Number of Single Family Units	115 sf (133 Approved from 2015)	59
Minimum Lot Size (s.f.)	>7,500 s.f.	>7,000 s.f.
Minimum Floor Area Requirements		
Single Story	>1,500 SF	>1,200 SF
Two-Story	>1,800 SF	>1,600 SF
Raised Ranch, Bi or Tri-Level (Main Level)	>1,600 SF	>1,200 SF
Lot Coverage (Bldgs. & Structures)	<50%	<50%
Impervious Area	<70%	<70%
Minimum Front and Street Side Yard Setback*	15'	15'
Minimum Interior Side Yard Setback		
Single Story	5' from Side Yard Lot Line	5' from Side Yard Lot Line
Two-Story	6' from Side Yard Lot Line	6' from Side Yard Lot Line
Minimum Rear Yard Setback	20'	20'
Maximum Building Height		
Principal Building	35'	35'
Maximum Front Yard Encroachment (into setback) for open porches	5' (10' setback from the lot line)	5' (10' setback from the lot line)
Required Off Street Parking	Two spaces per unit	Two spaces per unit
Landscaping	See Res. Landscape Plan page, covenants	See Res. Landscape Plan page, covenants
Permitted Improvements in Required Building Setback Area	Per Village Zoning Ordinance	Per Village Zoning Ordinance
Setbacks of Fences and Other permitted Structures	Per Village Zoning Ordinance	Per Village Zoning Ordinance
Driveway Opening	Not less than 12' and no more than 24' at the public ROW line	Not less than 12' and no more than 24' at the public ROW line
*Minimum front yard setback for any attached garage with garage doors facing the street is 20 feet.		

Savannah Brooks

Site Plan - Parks & Open Space



General Summary

Savannah Brooks will have the area's finest parks incorporated into its design. It is intended that the developer will build a mini park with the Homestead Addition, maintain it through the expiration of the one-year guarantee period, and turn it over to the Village. The developer intends to utilize collected park improvement fees to help construct the park facilities in conjunction with residential uses that will be adjacent to the site It is currently anticipated that the ratio of private funds utilized by the developer compared to public funds* will be approximately 2:1. The Tierney's will present a detailed plan to the Village for final approval prior to constructing the Homestead Addition park site.

*Estimate of public funds based on anticipated park impact fees and park improvement fees to be collected by the Village.

The following is a summary of park and open spaces in Savannah Brooks, not including within DeForest Yards:

Mini-Park (in Replat Lot 10/11 area of the Homestead Addition) This park will serve the immediate neighborhood and likely include features such as an open air shelter/gazebo, fire pit, and open field area, unless mutually agreed by developer and Village. This park will be built by the developer per a detailed plan approved by the Village's staff and maintained by the developer through the expiration of the one-year guarantee period for the park, and then turned over to the Village of DeForest.

Conservancy Area – This 25.8 acres of woodland, wetland and prairie is located at the southeast portion of the project area. It is located directly east of the Reigstad Park, and is also adjacent to the Token Creek. This area is to be permanent conservancy and will be privately owned and maintained by the developer until such point the developer may sell, dedicate, or otherwise transfer the area to Dane County Parks, DNR, the Village, or an appropriate not-for-profit conservation group.

Highway 19 Recreational Path – A multi-use recreational trail is possible along all or part of the southern right of way of State Highway 19. This possible trail could provide a link for a regional recreational trail being considered by Dane County, and could also provide for bicycle-pedestrian circulation in the Highway 51/19 interchange area. If built, the trail would likely be hard-surfaced and 10 feet in width. The Developer will not be required to construct or maintain the trail. Maintenance would be the responsibility of a public entity, such as the Village or Dane County. Other planned trails are included on the "Sidewalks & Trails" map.

Tierney Park – This neighborhood park, located in the heart of the Savannah Brooks III neighborhood area, includes a variety of active recreational facilities and equipment plus parking along Hanover Drive to serve residents of the overall neighborhood. A large shelter also provides space for community activities and events.

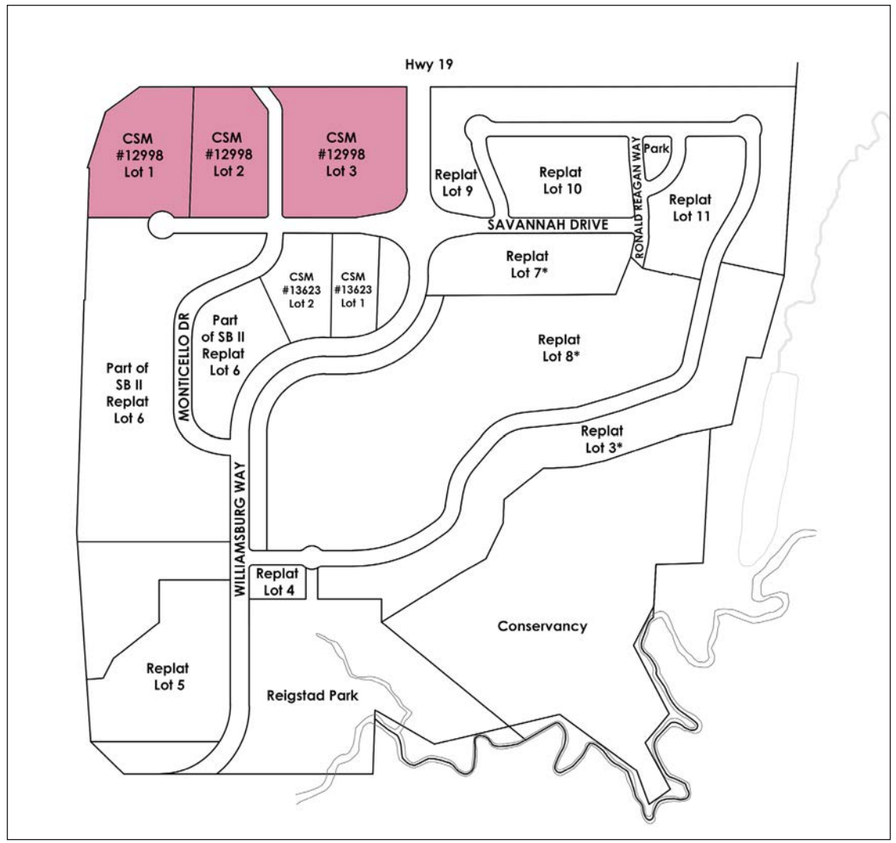
Reigstad Park - This 14.14 acre park was predominately dedicated with the original Savannah Brooks plat. It includes a segment of the Token Creek near its southern edge, associated floodplain and wetland, woodlands, open space near its northwest corner, and access from both Hannover Drive and Williamsburg Way. The developer does not intend to improve Reigstad Park, but the Village may improve the park with recreational and support facilities.

The DeForest Yards development will be subject to parkland dedication, park impact fees, and/or provision of private recreational facilities with suitable public access opportunities in the determination of the Village Board, in order to meet applicable Village Ordinance requirements for its new housing units. To be resolved by written agreement between the DeForest Yards developer and Village, subject to Village Board approval.

Preliminary Estimate of Park Dedication Requirements (Excluding DeForest Yards)				
Savannah Brooks Development - Village of DeForest, Wisconsin	**Previously Approved (2015 FDP)**	**Proposed**	**Savannah Brooks III**	**Homestead**
Projected Single Family (SF) Residential Units	133*	174	115	59
Total Parkland Required by Village Ordinance for SF:	5.87 acres (1,921 sf/unit)	7.67 acres (1,921 sf/unit)		
Projected Multi Family (MF) Residential Units (Replat Lot 5):	200	200		
Total Parkland Required by Village Ordinance for MF:	6.61 (1,440 sf/unit)	6.61 (1,440 sf/unit)		
Grand Total Village Ordinance Parkland Requirement:	12.48 acres	14.28 acres		
Total Park Acres Dedicated	15.46 acres	15.8723 acres		
*18 Single Family lots are now in the Homestead Preliminary Plat Boundary ** Approximately 7.8 acres within Regstad Park is wetland and/or floodplain per DNR and FEMA mapping				

Savannah Brooks

Commercial Use Area - Zoning Requirements



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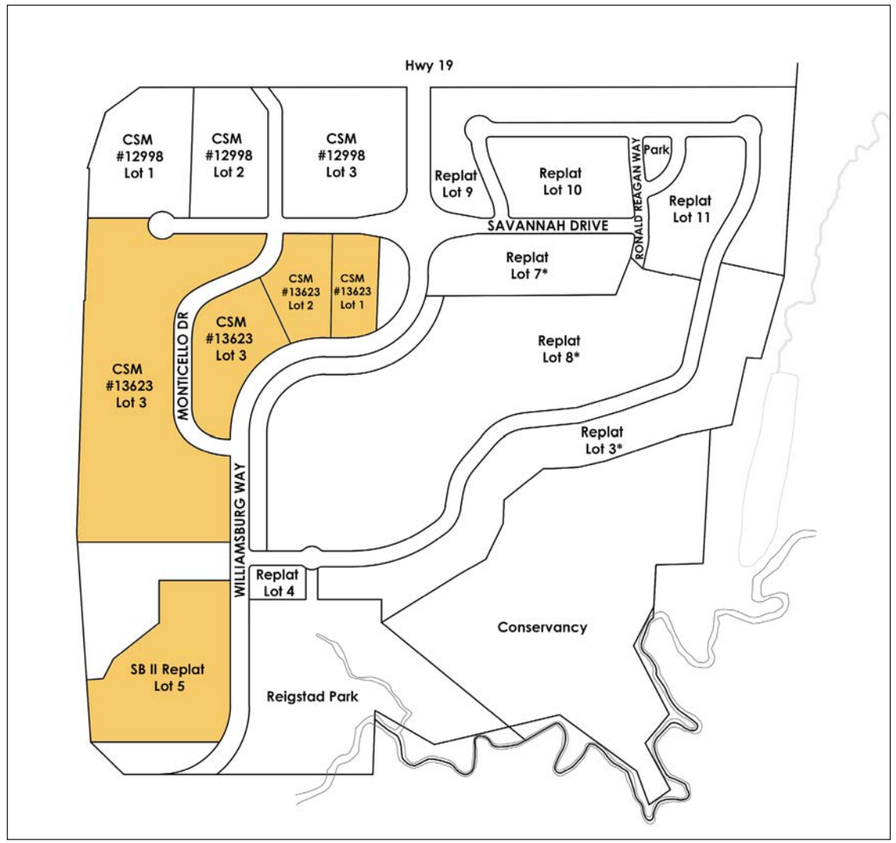
Commercial (CSM #12998) – The areas zoned 'Commercial' in the Savannah Brooks FDP, will consist of the following: a visually attractive opportunity for retail, restaurant, lodging, entertainment, medical clinic, professional, civic, business and non-profit offices, and personal and business services, that will make this area a destination for visitors and residents and an asset to those who live and work in this community and nearby areas of northern Dane County. The uses that are permitted are specifically listed in Exhibit A to this FDP. As the commercial lots are now located in a tax incremental finance district, the developer intends to have uses on these lots which are, in the overwhelming majority of cases, taxable for general real estate tax purposes. The specific uses, a detailed site and landscaping plan, proposed building elevations, including the use and quality of materials, height of structures, and signage, lighting, and parking facilities, will be reviewed and approved by the Village of DeForest Planning and Zoning Commission, as part of a site plan review procedure under Section 15.05, or any replacement section with similar function, for all or any part of a lot proposed for development within such commercial area within the FDP. In addition, developer will require private architectural review for any buildings erected on any commercial lot prior to issuing a building permit.

Savannah Brooks

Mixed-Use & Commercial Area - Zoning Requirements



SB II Replat Lot 5

SB II Replat Lot 5 may include one or more of the following land uses: up to 200 multiple family residential units, office, institutional, and/or other uses specifically listed as permitted uses in Exhibit A. Possible uses include, but are not limited to, market rate or senior citizen rental apartments/dwelling units, daycare facility/pre-school, dental or other health care office, community wellness center, senior day care, or governmental use. Any project with greater than 180 non-senior rental units shall include enclosed parking (in addition to surface parking if desired), and building and landscape design that meets minimum associated Village zoning ordinance standards. A proposed detailed site plan, landscaping plan, lighting plan, engineering plans, and building elevations for uses on SB II Replat Lot 5 will be submitted to the Village Planning and Zoning Commission for approval prior to initial construction, per Section 15.05 (or any replacement section with similar function) of the Village Zoning Ordinance. Subsequent minor amendments to plans or improvements may be submitted to the Zoning Administrator for his or her approval.

CSM #13623 Lot 1

This 2.1 acre vacant lot is east of CSM #13623 Lot 2 which contains Fountainhead Homes. It may support any of the range of uses listed in Exhibit A, other uses consistent with the Village's Comprehensive Plan, plus potential for overflow parking for larger events in DeForest Yards.

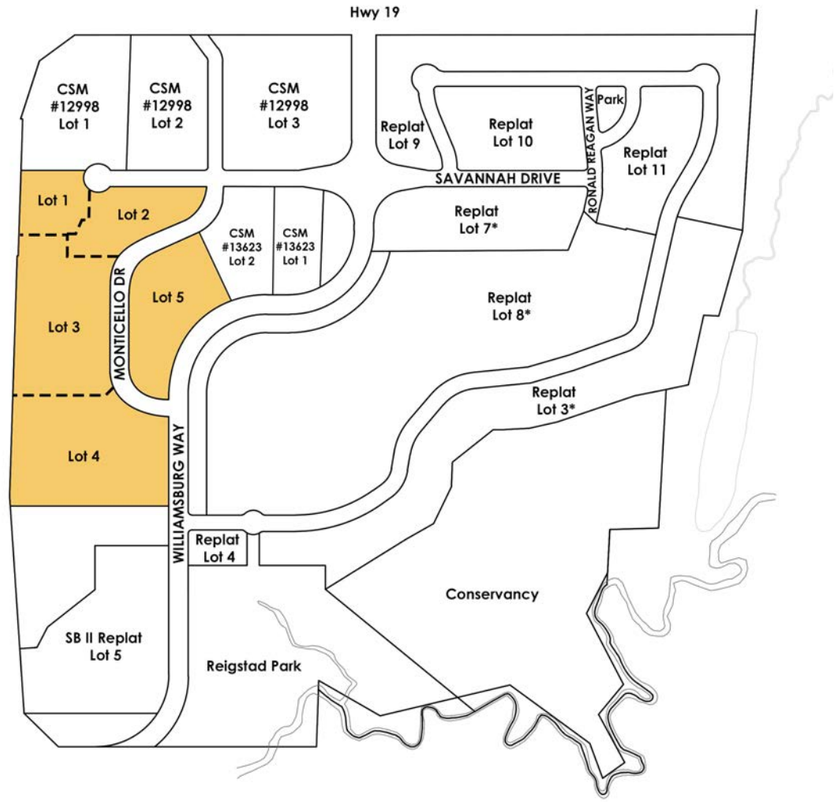
CSM #13623 Lot 2

This lot comprises 3.1 acres and hosts Fountainhead Homes, an assisted living and long-term care alternative. Any substantial additions or exterior alterations to this facility will require site plan approval from the Planning and Zoning Commission. Minor changes consistent with FDP and the approved site plan may be approved by the Zoning Administrator. Any future conversion or replacement of this use and/or buildings must be in accordance with the allowable uses in Exhibit A.

Photos on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

Savannah Brooks

Mixed-Use & Commercial Area - Zoning Requirements



DeForest Yards Lots 1-5 (Formerly CSM #13623 Lot 3) Bulk Standards -

Unless modified below or by site plan approval of the Planning and Zoning Commission, bulk standards shall be as specified for the Residential Mix - Business District in Table 15.105B. Rules for accessory structures, driveways, parking and circulation design, landscaping and lighting shall also be per standards applicable to RM-B zoning district.
Minimum Lot Area/D.U.(Sq.ft.): 950
Interior Side Yard: 6 feet
Maximum Number of Stories: Principal Building: 4

Allowable Land Uses by Lot -

Mixed Use (Lot 2 on map to the left)

- Intended for buildings that will contain at least one commercial service and retail use open to the public, plus residential uses except where all-commercial use building(s) are allowed by site plan approval of the Planning and Zoning Commission.
- May not be used for single-use residential buildings, unless same lot also contains a building with commercial use.
- Permitted and conditional commercial service and retail uses shall be the same as those allowed within the Village's B-2 General Commercial zoning district.
- Residential and residential accessory land uses and structures shall be the same as those allowed within the Village's RM-4 Residential Mix Multiple-Family zoning district.
- Other complementary uses may be specified by PUD Final Development Plan.

Commercial/Sports/Recreational (Lots 1 and 3)

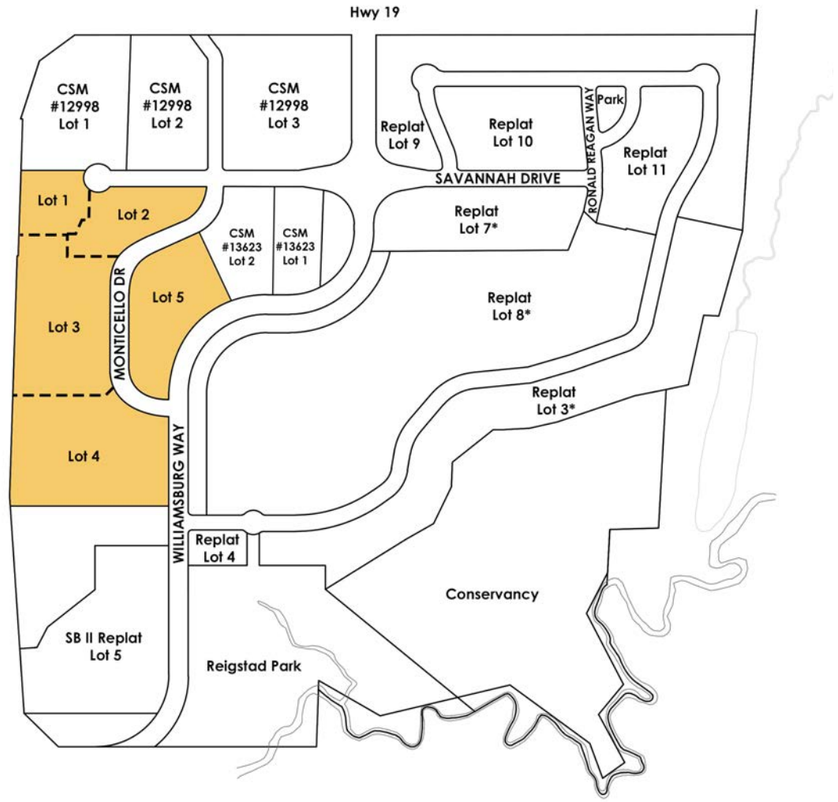
- Indoor ice rink, plus typical support and accessory uses, including exercise and locker rooms, sales of related products and food, and off-season events not exceeding the capacity of indoor ice rink events.
- Commercial/vending space serving the ice rink and outdoor activity area, with permitted and conditional commercial service and retail uses the same as those allowed within the Village's B-2 General - Commercial zoning district.
- Outdoor ice rink/warm weather recreational activity area, with seating, plaza and other amenities.
- Outdoor performance stage positioned to limit neighborhood impact.
- Brewery and distillery with production facility, tap room, indoor and outdoor service areas, merchandise sales, and related support uses, with a maximum design capacity of 20,000 barrels beer and 10,000 gallons spirits per year, and otherwise meeting standard Village zoning requirements for a microbrewery.
- Other complementary uses as may be specified by PUD Final Development Plan.

Residential (Lot 4)

- Multiple-family residential units, predominantly one-and two-bedroom units.
- Under building parking.
- Support recreational and other amenities, like pool, fitness center, clubhouse. Such amenities may or may not serve persons from outside of the "Residential" use area.
- Other accessory uses and structures allowed within the Village's RM-4 zoning district.

Recreational/Mixed Use (Lot 5)

- Privately owned Recreational Facilities to serve the DeForest Yards area and broader Savannah Brooks or the public.
- Potential uses include: Athletic Club, Neighborhood Pool.
- Potential for overflow parking for larger events in DeForest Yards.
- Other complementary uses may be specified by PUD Final Development Plan, not intending to exceed uses allowed in Village's B-2 and RM-4 zoning districts.
- Multi-family housing may be included, provided that the associated building or Lot 5 area has a mixed-use recreational and/or commercial component.



DeForest Yards Lots 1-5 (Formerly CSM #13623 Lot 3) -

The 21.3 acre area (Lots 1-5) at the west edge of the development will be divided by CSM into five new lots, and may include one or more of the following land uses: up to 409 residential units, commercial space, outdoor entertainment area, and open space. Possible uses include, but are not limited to: market rate rental apartments, a brewery, a restaurant, a commercial flexible space, an outdoor ice rink that serves as outside flexible space in warmer months and an indoor ice arena. Allowable land uses on each of the lots are detailed furter in the 'Allowable Land Uses by Lot' section on the 'Mixed-Use & Commercial Area - Zoning Requirements' page of this FDP. One or more proposed detailed site plan, landscaping plan, lighting plan, engineering plans, and building elevations for uses on Deforest Yards Lots 1-5 will be submitted to the Village Planning and Zoning Commission for approval prior to initial construction, per Section 15.05 (or any replacement section with similar function) of the Village Zoning Ordinance. Subsequent minor amendments to plans or improvements may be submitted to the Zoning Administrator for his or her approval. No building permit will be issued until the Village first obtains the written consent of the developer, Cascade Development LLC, or an Architectural Review Committee (ARC) established by that developer.

Site Development Statistics

Proposed CSM Lot	ANTICIPATED AREA	USE	ANTICIPATED DWELLING UNITS	D.U. /ACRE	S.F. / D.U.	ANTICIPATED RESIDENTIAL PARKING STALLS	ANTICIPATED COMMERCIAL PARKING STALLS
1	96,679 S.F. / 2.22 ACRES	COMMERCIAL	-	-	-	-	59
2	111,691 S.F. / 2.56 ACRES	MIXED-USE	93	36.3	1200	140	35
3	249,545 S.F. / 5.73 ACRES	COMMERCIAL	-	-	-	-	201
4	252,175 S.F. / 5.79 ACRES	RESIDENTIAL	256	44.2	985	387	-
5	115,572 S.F. / 2.65 ACRES	RESIDENTIAL / MIXED-USE	60	22.6	1925	90	50
TOTAL			409			617	345
						MONTICELLO DRIVE	50
						WILLIAMSBURG WAY	64
						POSSIBLE OVERFLOW PARKING ON LOT 1 CSM 13623	200
						TOTAL PARKING STALLS (WITH POTENTIAL OVERFLOW)	1276
* TOTAL NUMBER OF PARKING STALLS AVILABLE FOR LOT 3 EVENTS = 530 STALLS AFTER SUBTRACTING STALLS REQUIRED FOR OTHER USES.							

Savannah Brooks

Deforest Yards Design Standards

The DeForest Yards development will be designed to create an attractive and cohesive aesthetic across all five lots. For example, metal panel siding used on the commercial lots may be used as an accent on the residential and mixed-use buildings.

Site lighting fixtures will all be high efficiency and Dark Sky compliant. While the site lighting may vary in scale and intensity for the different uses within the development, all fixtures and poles will be the same style and color.

Landscape will be designed to be harmonious across the development and will meet or exceed Village of Deforest requirements under Section 15.06. Native plant species will be used, except where specific ornamental or other desirable features can only be provided by non-native plants. The prohibitions and restrictions in Section 15.06(5) will be complied with. Landscaped islands will be provided in parking lots to break up runs of more than fifteen (15) parking stalls.

Site and building signage will comply with the Savannah Brooks FDP as specified on page 33 of this FDP. Gateway entry signs that form an entrance to the outdoor activity area on Lot 3 may be provided and are in addition to the signage permitted for each building. Such signs will not exceed 100 sq.ft. each.

Detailed site and landscape plans, final building elevations including materials and color selections, heights of structures, signage, lighting, and parking facilities for each lot will be reviewed and approved by the Village of DeForest Planning and Zoning Commission as part of a site plan review procedure under Section 15.05.

Photos and renderings on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

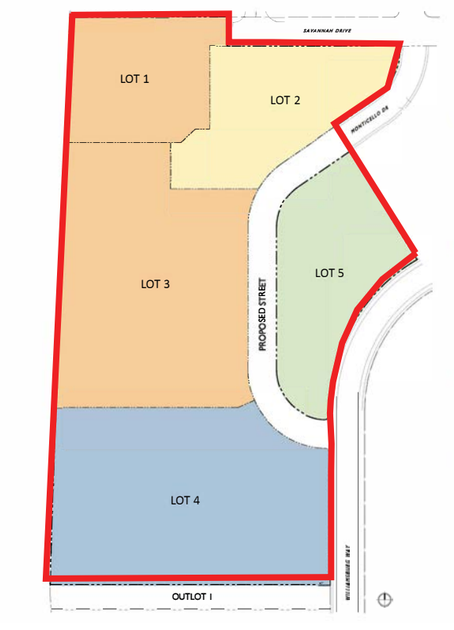
Savannah Brooks

DeForest Yards Conceptual Site Plan

Lot 1 is expected to contain Young Blood Beer Company brewery / distillery, which anchors the north end of the development and features production facilities plus a tap room. This location provides excellent exposure, convenient access for shipping and deliveries, and room to expand production in the future. The tap room will have outdoor seating overlooking the north end of the outdoor rink and can serve event attendees in accordance with liquor license parameters. The building, anticipated to be 6,650 sq. ft. in floor area, is not inteded to contain other commercial occupants but could be expanded or reused in the future in a manner that is consisten with this FDP (see page 8). Lot 1 may also include an additional building(s) to the north of the tap room building, which will be subject to land use, design, dimensional and procedural requirements of this FDP applicable to Lot 1 development. Outdoor storage and loading areas will be screened from Highway 51, residential uses, and the clinic building to the north.

Lot 2 Contains a mixed-use building with market rate rental apartments, a (4,000 sq. ft.) commercial space and (2,000 sq.ft.) flex space. The residential portion of this building is oriented to Monticello Drive. A commercial space is oriented to the rink. A small flex space will front the pedestrian plaza between Lots 2 and 4. This area will have a commercial look and may include amenity space for the residents or retail space if demand supports such a use.

Lot 3 features an ice rink with full size indoor and outdoor ice sheets. The developer has partnered with an experienced rink operator for this part of the development. The outdoor rink will be refrigerated to extend its operating season; two sheets of ice will provide the ability to host hockey tournaments. During warmer months the outdoor rink will be cleared to provide a pedestrian friendly open space for hosting activities such as music / entertainment events, youth recreation programs, farmer's market and art fairs. The building will be designed to provide support facilities for the outdoor event space. Loading areas and the proposed outdoor performance stage will be screened from Highway 51 and residential uses.



Lot 4 located at the south end of the development, this lot contains market rate rental apartments that support the mixed-use aspects of the development. All buildings will feature underground parking and elevator service. All refuse will be collected in the basements of these buildings. The detailed site plan submittal will include an emergency services and security plan, subject to approval by Village protective services' department.

Lot 5 is currently planned to contain approximately 50 overflow parking stalls for large Deforest Yards events. The lot may also contain a mix of residential, commercial, and/or recreational uses that may include a neighborhood pool. Not greater than 60 residential units with underbuilding parking is anticipated.

Safe Crossing at Williamsburg Way

The developer of DeForest Yards will provide a safe crossing for pedestrians and bicyclists at the intersection of Williamsburg Way and Monticello Drive. This will consist of a crosswalk and rectangular rapid flashing beacon (RRFB).

Savannah Brooks

DeForest Yards Conceptual Site Plan Lot 1

Lot 1 Improvement Summary

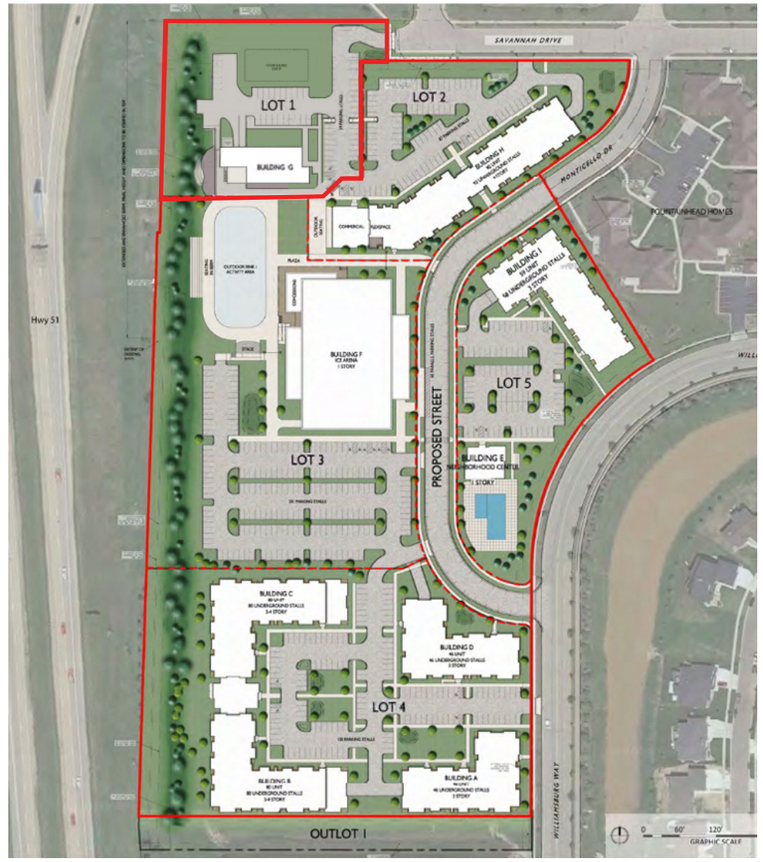
Young Blood Beer Company's approximately 6,650 sq. ft. building contains production facilities, a tap room serving food, and outdoor patio space. Initial building design will be generally aligned with the concept on a subsequent page of the FDP, subject to Planning and Zoning Commission approval at it's discretion as part of a site plan submittal. All efforts will be put forth to minimize significant odors and noises in the Lot 1 area, and the volume of production is fairly limited. This being said, should brewery/distillery expansion be desired in the future, it may occur to the limits specified in this FDP with subsequent site plan approval. Also, Lot 1 provides sufficient space for an additional building(s) and parking north of the tap room building.

Parking and Loading

Lot 1 contains approximately 55 surface parking stalls for brewery patrons and employees, plus land for additional parkin gfor future development on that lot. Lot 2, where the mixed-use Building H is located, contains 35 commercial parking stalls and approximately 52 surface parking residential stalls that may serve as an overflow for the brewery during busy events. Final parking totals will be provided with the site plan submittals and approvals for the associated spaces. All loading will be west of the associated buildings and will be screened from Highway 51.

Noise Mitigation

To ensure the comfort of site patrons, a landscaped berm (see page 31) provides visual and acoustic attenuation from USH – 51. Additionally, to lessen visual or noise impacts to Savannah Brooks residents, a landscaped berm exists along the eastern side of Williamsburg Way.



Photos and renderings on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

Savannah Brooks

DeForest Yards Conceptual Building Design Lot 1

A Concept Elevation- West

Not To Scale

B Concept Elevation- North

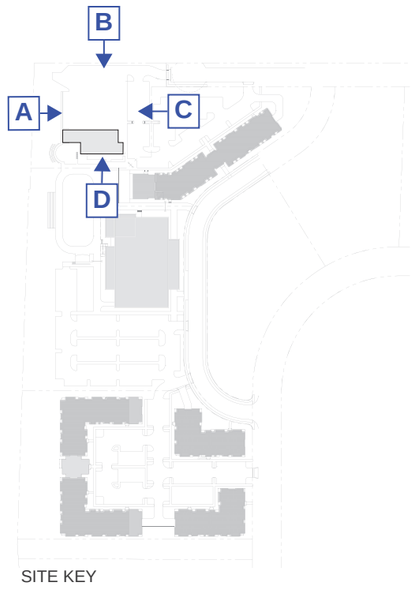
Not To Scale

C Concept Elevation- East

Not To Scale

D Concept Elevation- South

Not To Scale



SITE KEY

*Elevations are conceptual, subject to Planning and Zoning approval and relative to PUD signage requirements in the FDP. Elevation for future building(s) on Lot 1 will be compatible with the building represented above, subject to final site/building plan approval.

Savannah Brooks

DeForest Yards Conceptual Site Plan Lot 2

Residences

Lot 2 contains Building H, a mixed-use building hosting 93 market rate apartments, a 4,000 sq. ft. commercial space, plus 2,000 sq. ft. flex space.

Parking

Lot 2 contains 175 parking stalls, which includes 87 surface parking stalls and 88 underground parking stalls. Off-street parking will be provided at a minimum ratio of 1.5 stalls / DU. The development team has found this ratio to be satisfactory on projects of similar scope and character. Underground parking will be provided at a minimum ratio of .9 stalls / DU. This is slightly below the 1:1 ratio normally required by the village, but allows for basement refuse collection, bicycle parking and elevator service in the building.

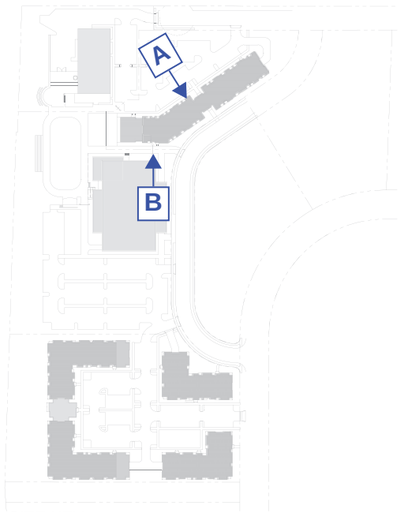
Photos and renderings on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

Savannah Brooks

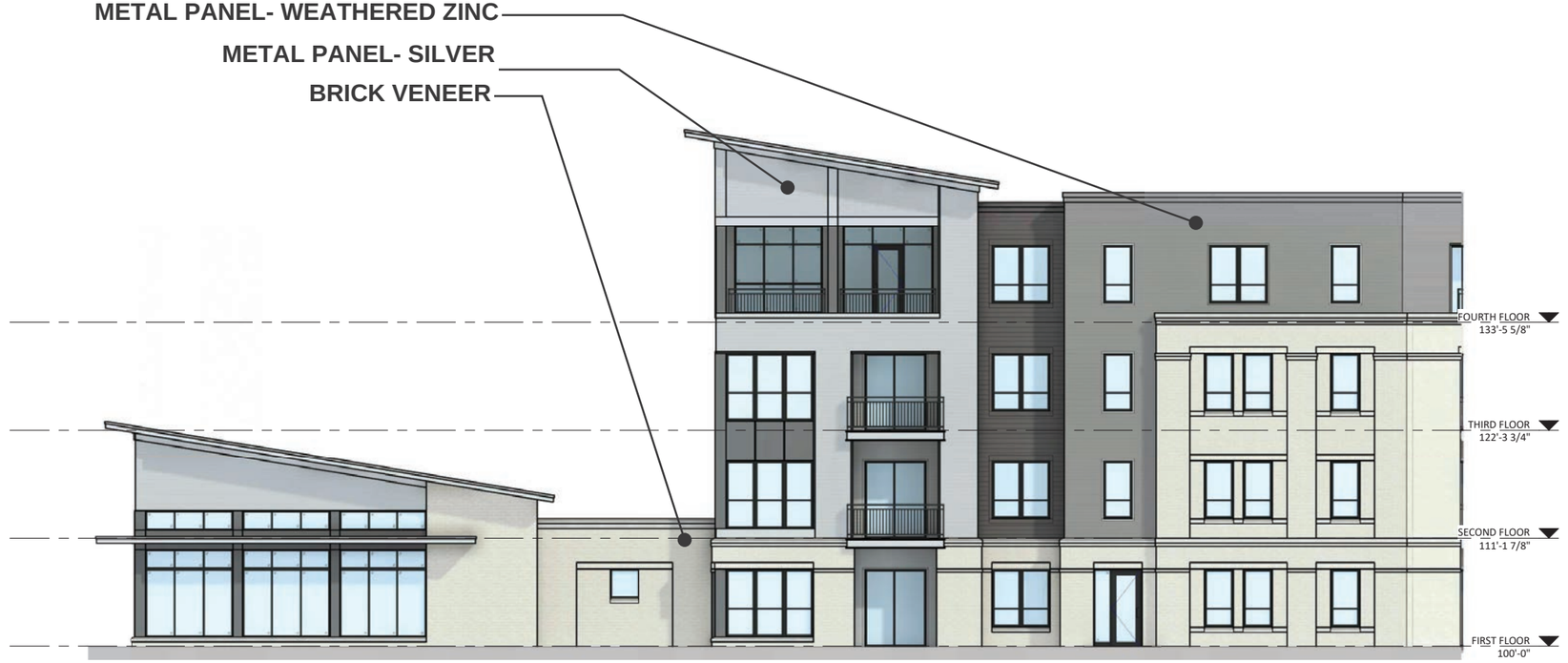
DeForest Yards Conceptual Building Design Lot 2

A Concept Elevation- North

Not To Scale



SITE KEY



B Concept Elevation- Partial South

Not To Scale

*Elevations are conceptual, subject to Planning and Zoning approval and relative to PUD signage requirements in this FDP.

Savannah Brooks

DeForest Yards Conceptual Site Plan Lot 3

Lot 3 Improvement Summary

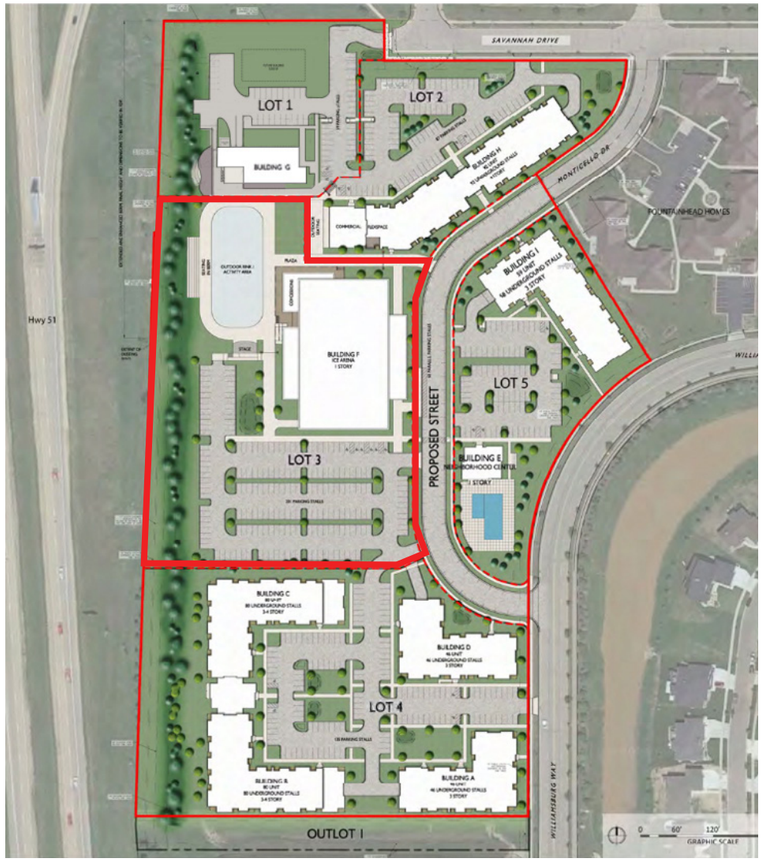
This approximately 45,000 sq. ft. ice arena building contains an indoor ice rink, mezzanine, concessions and support services for the outdoor activity area. Concessions may include restaurant uses, beer, wine and spirit sales. The outdoor rink has a stage incorporated into the southern extent of the space, which is positioned and directed to minimize Savannah Brooks neighborhood noise. A plaza connects the brewery on Lot 1 to the north with the mixed-use building (Lot 2) to the east and the ice arena to the southeast. Before or with the site plan approval application, the applicant shall submit an Emergency Services and Security Plan ("ESSP") as described in the Village's zoning ordinance, which shall be subject to approval of both the fire and police chiefs. Building design will be generally aligned with the concept on a subsequent page of this FDP, subject to Planning and Zoning Commission approval at it's discretion as part of a site plan submittal.

Parking and Loading

Lot 3 contains 201 surface parking stalls with an additional 50 stalls available on Monticello Drive. Final parking totals will be provided with the site plan submittals and approvals for the associated spaces. All loading will be west of the associated buildings, screened from Highway 51, and subject to details provided for site plan approval.

Noise Mitigation

To ensure the comfort of site patrons, a landscaped berm (see page 26) provides visual and acoustic attenuation from USH – 51. Additionally, to lessen visual or noise impacts to Savannah Brooks residents, a landscaped berm exists along the eastern side of Williamsburg Way. The stage is also positioned west of the large ice arena building and directed north.

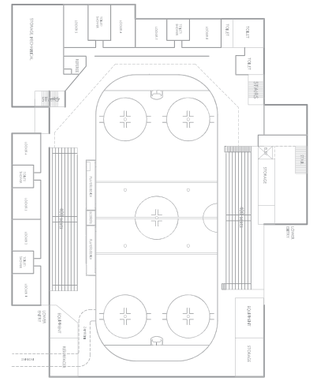


Photos and renderings on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

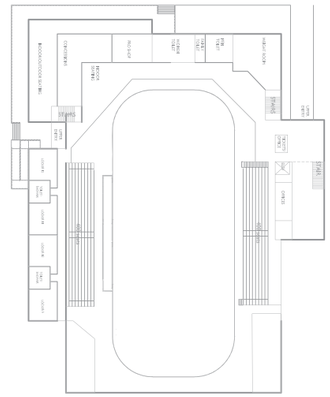
Savannah Brooks

DeForest Yards Conceptual Building Design Lot 3

STAGE CONCEPT IMAGE



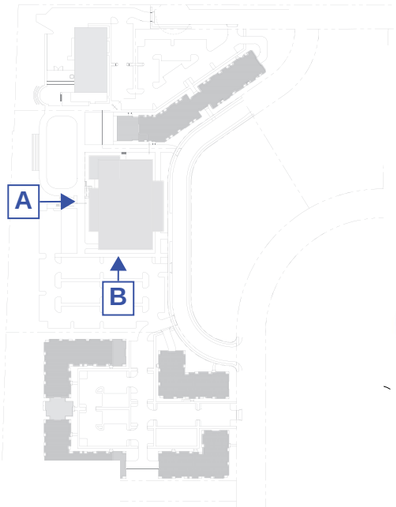
ICE RINK CONCEPT PLAN- LOWER LEVEL



ICE RINK CONCEPT PLAN- UPPER LEVEL

B Concept Elevation- South

Not To Scale



SITE KEY

A Concept Elevation- West

Not To Scale

*Elevations are conceptual, subject to Planning and Zoning approval and relative to PUD signage requirements in this FDP.

Savannah Brooks

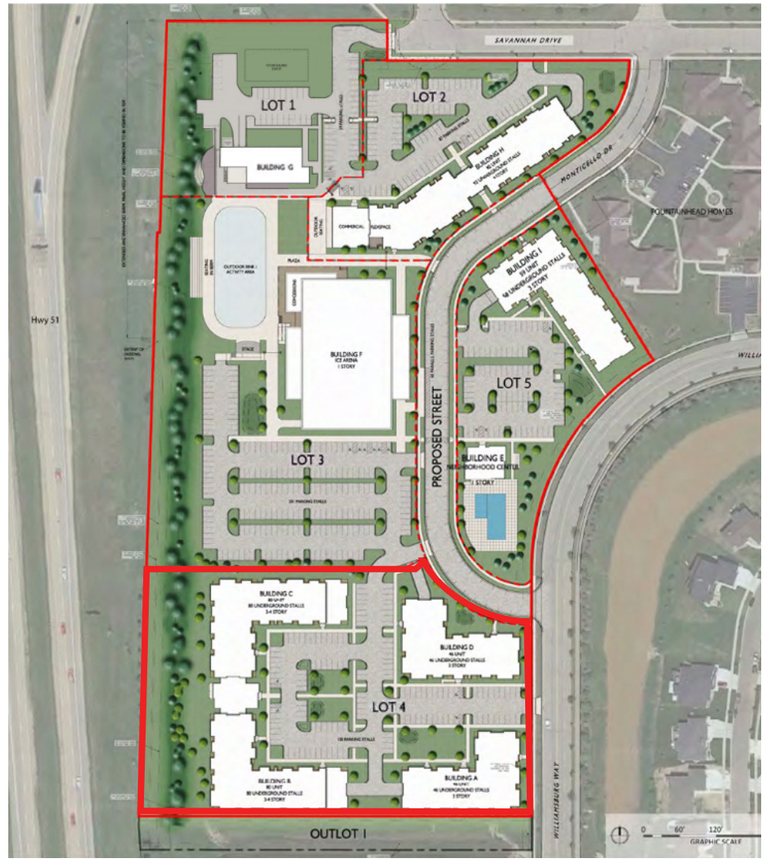
DeForest Yards Conceptual Site Plan Lot 4

Residences

Lot 4 contains four (4) apartment buildings hosting a range of studio, one bedroom, one bedroom plus den, and two bedroom market-rate units. The building designs are meant to provide continuous, appealing façades while screening surface parking. These apartments offer patrons to the brewery, restaurant, and outside rink spaces located on Lots 1, 2, and 3 of the development.

Parking

The 256 residential units on Lot 4 have 387 parking stalls, which includes 135 surface parking stalls and 252 underground (basement) parking stalls. Off-street parking will be provided at a minimum ratio of 1.5 stalls / DU. The development team has found this ratio to be satisfactory on projects of similar scope and character. Underground parking will be provided at a minimum ratio of .9 stalls / DU. This is slightly below the 1:1 ratio normally required by the village, but allows for basement refuse collection, bicycle parking and elevator service in the building.



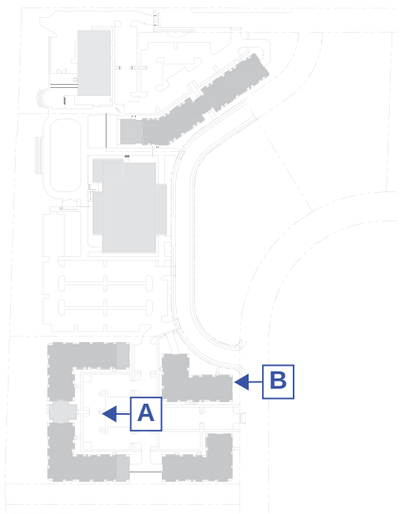
Photos and renderings on this page illustrate quality and character of design but do not represent final building design to be built in Savannah Brooks.

Savannah Brooks

DeForest Yards Conceptual Building Design Lot 4

A Concept Elevation- Bldg B/C- East

Not To Scale



SITE KEY

B Concept Elevation- Bldg A- East

Not To Scale

*Elevations are conceptual, subject to Planning and Zoning approval and relative to PUD signage requirements in this FDP.

Savannah Brooks

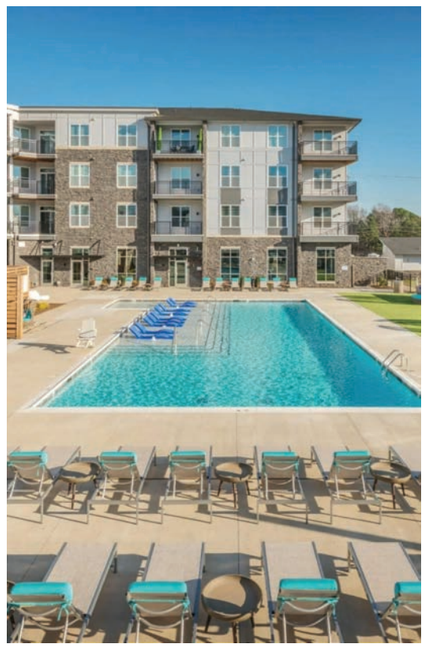
DeForest Yards Conceptual Site Plan Lot 5

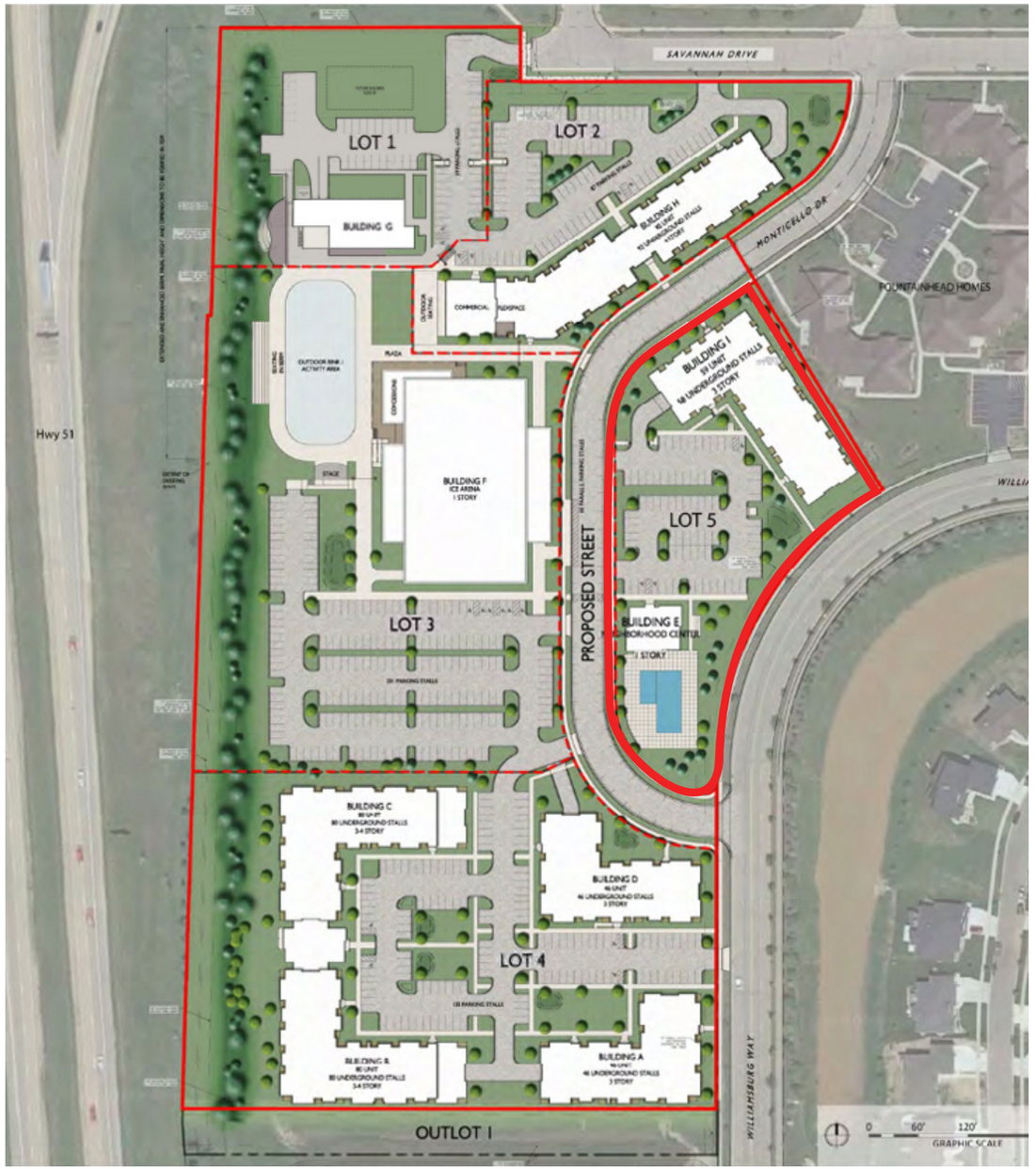
Recreational / Mixed-Use
Development plans for Lot 5 have not been finalized at the time of the FDP approval. There are two options under consideration for the development of this lot.

The first option would be an apartment building of up to 60 dwelling units, plus meeting space and swimming pool use by Deforest Yards and Savannah Brooks neighborhood residents. Approximately 90 residential parking stalls are anticipated for the site as well approximately 50 additional surface parking stalls to provide overflow parking for the Deforest Yards development. Parking would be provided for the residents at a ratio of 1.5 stalls/dwelling unit.

The second option is for a commercial athletic club. This facility could include exercise equipment, a pool or other fitness and athletic activities. Surface parking would be provided that could be designated for overflow event parking.

Either option would be designed to provide an effective transition from higher intensity uses on Lot 1 and Lot 3 to the west with single-family residences across Williamsburg Way to the east, and would generate no objectionable off-site noise, vibrations or odors detectable from the east line of Outlot 11 of Savannah Brooks III. Either option would comply with the underlying zoning of the approved FDP (i.e., bulk standards and Future Land Use Map/descriptions in this FDP) and would be subject to Site Plan Review and approval.





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Parking Provided at DeForest Yards

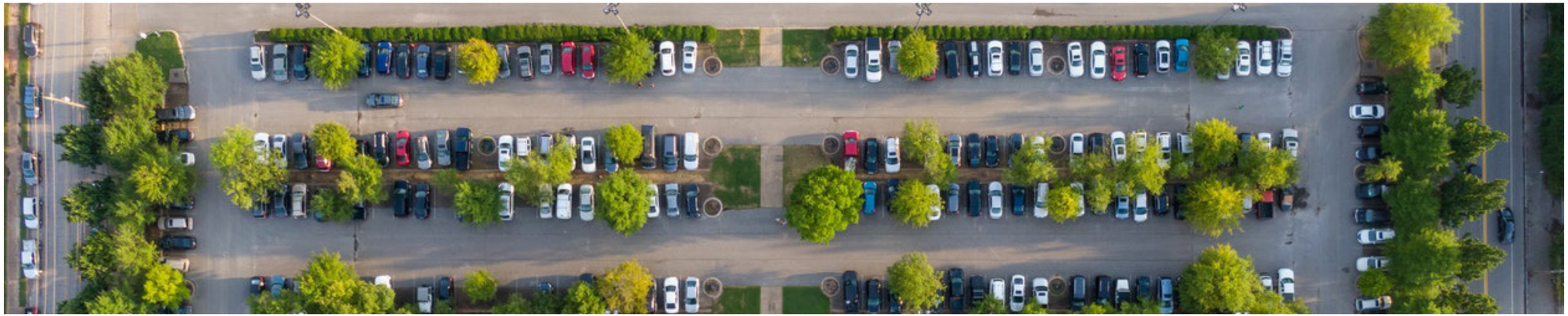
Location		Residential Units	Surface Parking Stalls	Basement Parking Stalls
Lot 1	Building G (Brewery)	0	59	0
Lot 2	Building H	93	87	88
Lot 3	Building F (Ice Arena)	0	201	0
Lot 4	Building A - D	256	135	252
Lot 5	Apartment Building + Overflow Lot	60	80	60
Monticello Drive	On Street Parking	0	50	0
Williamsburg Way	On Street Parking	0	64	0
Possible Overflow Parking Lot 1 CSM 13623	Potential Future Parking Lot	0	200	0
SUBTOTALS:		**409**	**886**	**400**
PROPOSED TOTAL PARKING STALLS:		**1276**		

In the most intensive scenario where the brewery, restaurant, and all residential units need the parking spaces per Village Code there would still be parking stalls remaining for the Ice Arena and Entertainment Area. The following table summarizes the demand for the uses proposed at DeForest Yards.

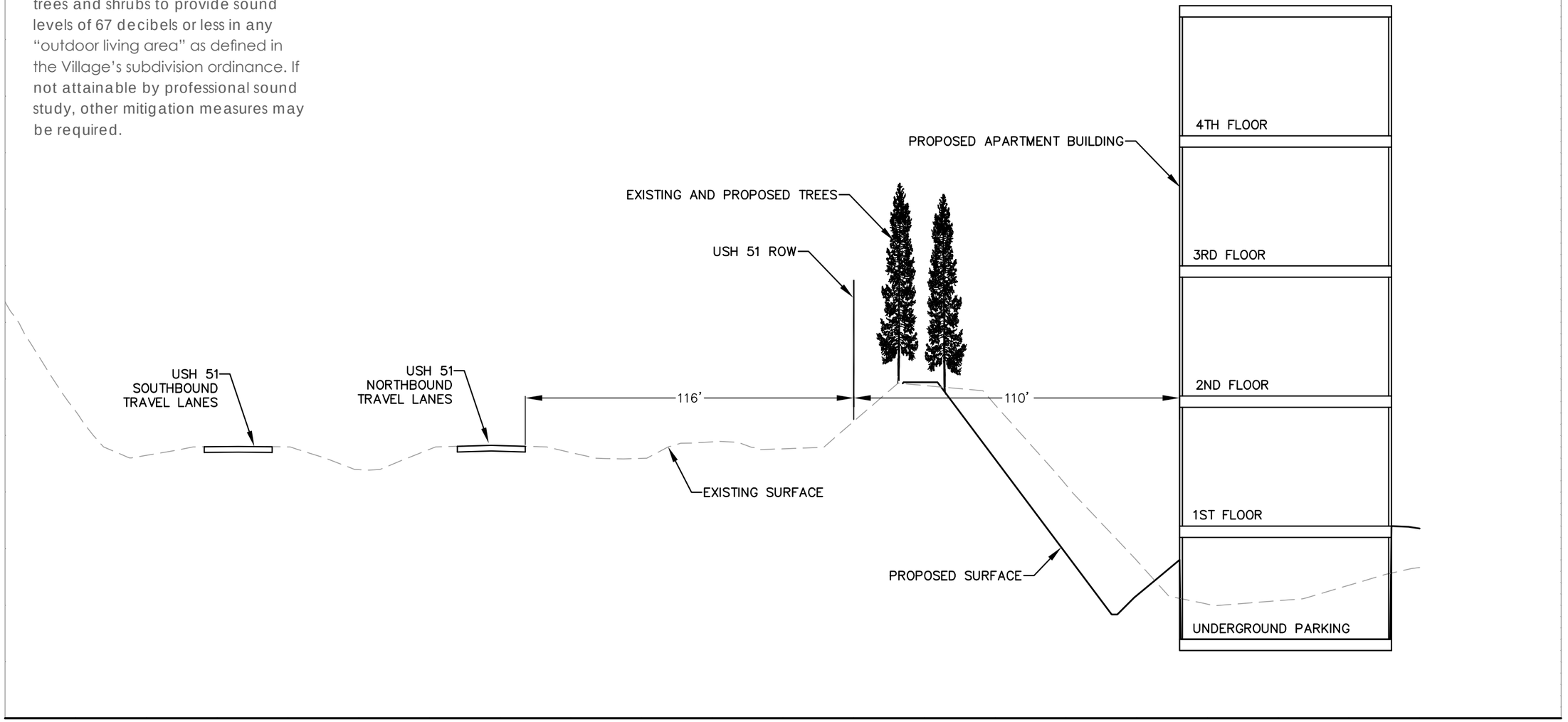
Parking Demand for DeForest Yards

Lot 1: Brewery Parking Stalls Required (5,900 sf Service Area)	59	Village of DeForest Code 15.07(4)(a)- 10/1,000 sf. GFA
Lots 2, 4, and 5: Residential Parking Stalls Required per Village Code	645	645 stalls assuming mix of bedroom counts (per Ord. No 2023-024) 818 stalls assuming all 2+ bedrooms
Building H Restaurant – Lot 2 (4,000 sf Service Area)	40	Village of DeForest Code 15.07(4)(a) - 10/1,000 sf. GFA
TOTAL STALLS FOR ICE ARENA AND ENTERTAINMENT AREA EVENTS	**532**	Per Shared Parking 3rd Edition 171 parking stalls should be provided

A Professional Parking Demand Forecast is provided in an October 24, 2023 memo to the Village Planning and Zoning Commission.



The berm shall be landscaped with a mix of evergreen and deciduous trees and shrubs to provide sound levels of 67 decibels or less in any "outdoor living area" as defined in the Village's subdivision ordinance. If not attainable by professional sound study, other mitigation measures may be required.



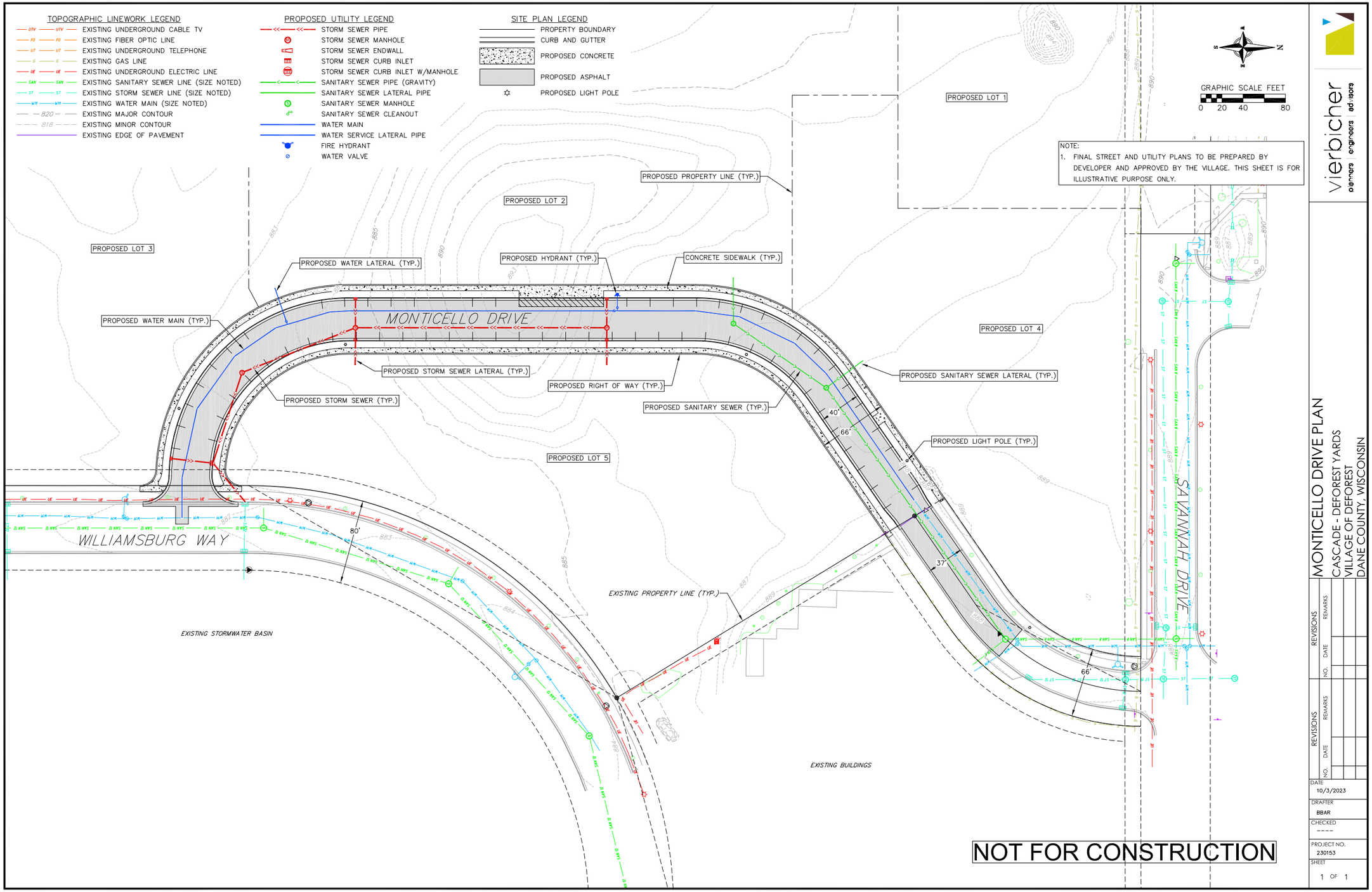
Noise levels during a site visit on October 11, 2023 the maximum readings at the top of the berm along USH 51 was 72 dBA and 60 dBA at the bottom of the berm. The most concerning areas within the DeForest Yards Development would be the 3rd and 4th floor balconies in the southern building which face USH 51 as they will be above the proposed landscape berm.

The Federal Highway Administration (FHWA) states that sound decreases by 3 to 6 dBA as you double the distance from the road depending on the ground surface. The surface between USH 51 and the proposed building consists of grass and trees. The noise level on the 3rd and 4th floor balconies would be approximately 66 dBA which is below the Village's requirement of 67 dBA.

An October 24, 2023 memo from Vierbicher to the Village of DeForest Planning and Zoning Commission summarizes their findings. The memo includes a 2009 letter from the Wisconsin Department of Transportation in which it determined setbacks from USH 51 that would provide noise levels below 67 dBA.

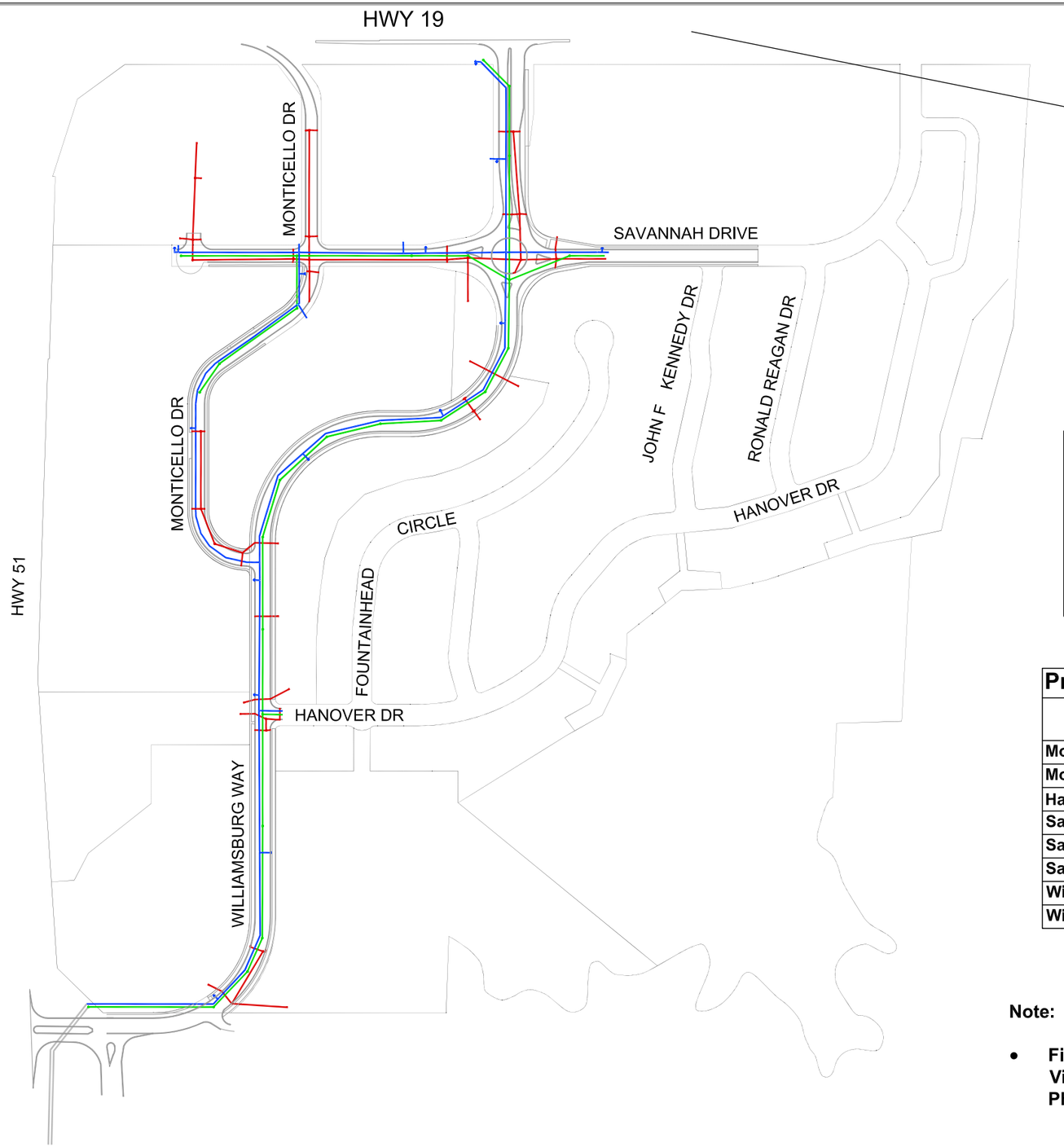
Savannah Brooks

Monticello Drive - Utilities



Savannah Brooks

Streets and Utilities



Specific improvements to Highway 19 will be addressed through a development agreement between the Village and the developer.

LEGEND

- Typical Street w/ Sidewalks and Curb & Gutter
- Sanitary Sewer Main
- Water Main
- Storm Sewer Main

Preliminary Roadway Profiles

	R.O.W.	Pavement (Face-Face)
Monticello Drive (North of Savannah Drive)	60'	37'
Monticello Drive (South of Savannah Drive)	66'	40'
Hanover Drive	66'	34'
Savannah Drive (West of Roundabout)	66'	40'
Savannah Drive (Williamsburg to Hanover)	66'	40'
Savannah Drive (Hanover to STH 19)	66'	40'
Williamsburg Way (Roundabout to STH 19)*	100'	65'
Williamsburg Way (South of Roundabout)	80'	48'

*Boulevard: 28' each side (face to face) with 8' median (back to back)

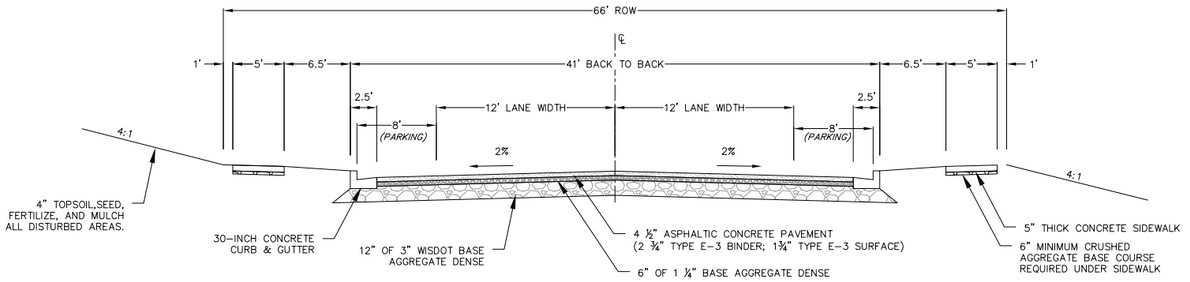
Note:

- **Final street and utility plans to be prepared by developer and approved by the Village. This sheet is for illustrative purpose only, and only covers Phase I, Phase II, and Monticello Drive extension south of Savannah Drive utilities.**

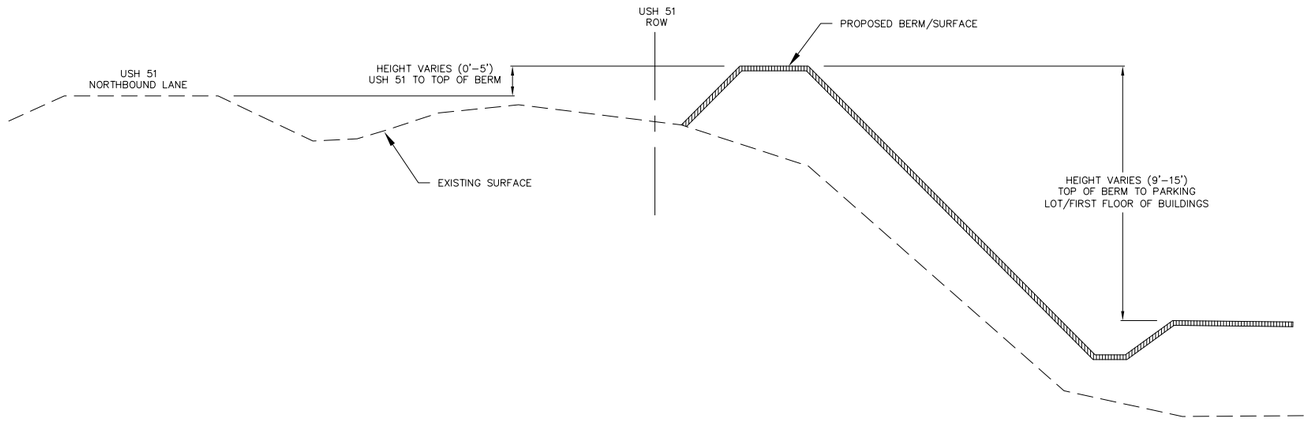
Savannah Brooks

Monticello Drive & Berm Sections

©Vierbicher Associates, Inc.



1/1 TYPICAL ROADWAY SECTION – MONTICELLO DRIVE
NOT TO SCALE (FROM WILLIAMSBURG WAY TO 300' SOUTH OF SAVANNAH DRIVE)



1/1 TYPICAL BERM CROSS SECTION
NOT TO SCALE (LOCATED ALONG THE HWY 51 RIGHT OF WAY)

vierbicher planners | engineers | advisors

TYPICAL SECTIONS
MONTICELLO DRIVE
VILLAGE OF DEFOREST
DANE COUNTY, WISCONSIN

REVISIONS: NO. | DATE | REMARKS
REVISIONS: NO. | DATE | REMARKS
DATE
DRAFTER BBAR
CHECKED
PROJECT NO.

12 Oct 2023 - 1:57p M:\Cascade Development\230153_DeForest Savannah Brooks Mixed-Use Campus\CADD\230153 - Title&Details.dwg by: bbar

Full profile sheets are available in the detailed engineering plans, which shall take precedence in event of any conflict.

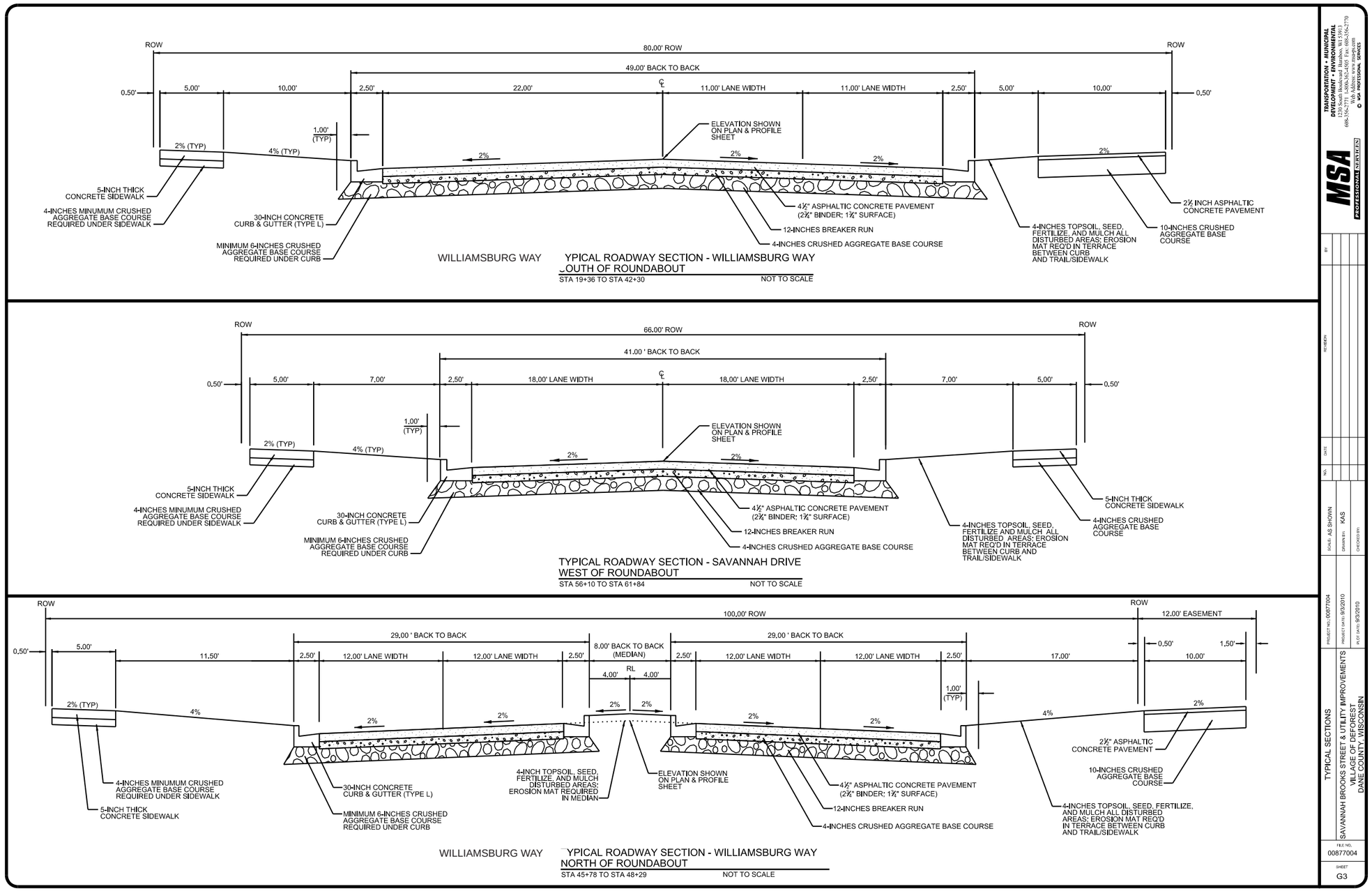
A landscaped berm designed in accordance with this cross section shall be installed along the west edges of new CSM Lots 1, 3, and 4 before their occupancy.

A detailed landscape plan for the entire berm along all of Lots 1, 3, and 4 shall be submitted and approved by Planning & Zoning Commission at the time of first site plan submittal for any of these lots.

Savannah Brooks

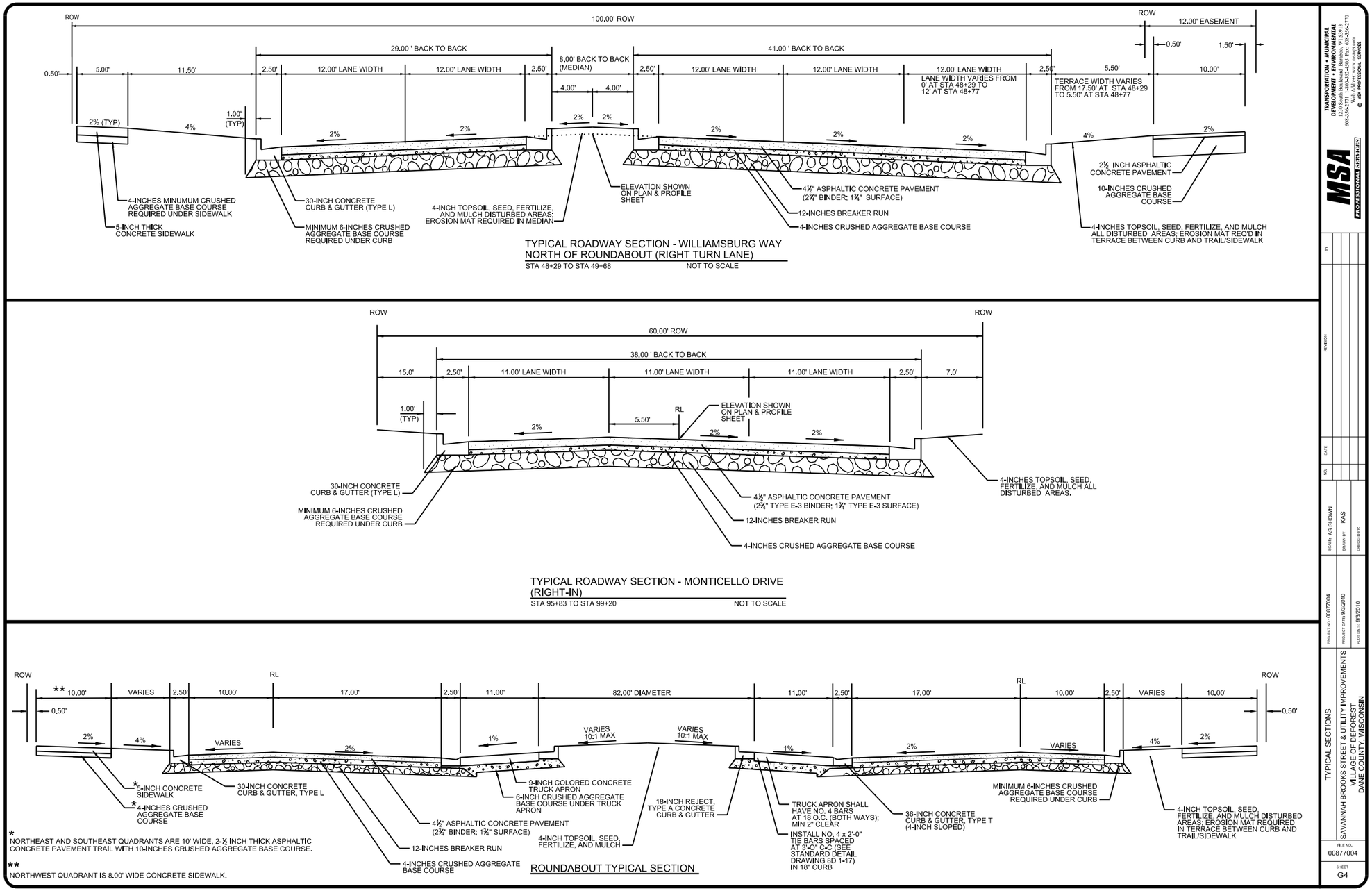
Street & Trail Sections

Full profile sheets are available in the detailed engineering plans, which shall take precedence in event of any conflict.



Savannah Brooks

Street & Trail Sections



TYPICAL ROADWAY SECTION - WILLIAMSBURG WAY
NORTH OF ROUNDABOUT (RIGHT TURN LANE)
STA 48+29 TO STA 49+68 NOT TO SCALE

TYPICAL ROADWAY SECTION - MONTICELLO DRIVE
(RIGHT-IN)
STA 95+83 TO STA 99+20 NOT TO SCALE

* NORTHEAST AND SOUTHEAST QUADRANTS ARE 10' WIDE, 2-½ INCH THICK ASPHALTIC CONCRETE PAVEMENT TRAIL WITH 10-INCHES CRUSHED AGGREGATE BASE COURSE.

** NORTHWEST QUADRANT IS 8.00' WIDE CONCRETE SIDEWALK.

ROUNDABOUT TYPICAL SECTION

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL
1230 South Boulevard Baraboo, WI 53913
608-356-2771 1-800-362-4505 Fax: 608-356-2770
Web Address: www.msa-ps.com
© MSA PROFESSIONAL SERVICES

MSA PROFESSIONAL SERVICES

NO.	DATE	BY	REVISION

SCALE: AS SHOWN
DRAWN BY: KAS
CHECKED BY:
PROJECT NO: 00877004
PROJECT DATE: 8/3/2010
PLOT DATE: 8/3/2010

TYPICAL SECTIONS
SAVANNAH BROOKS STREET & UTILITY IMPROVEMENTS
VILLAGE OF DEFOREST
DANE COUNTY, WISCONSIN

FILE NO.
00877004

SHEET
G4

Full profile sheets are available in the detailed engineering plans, which shall take precedence in event of any conflict.

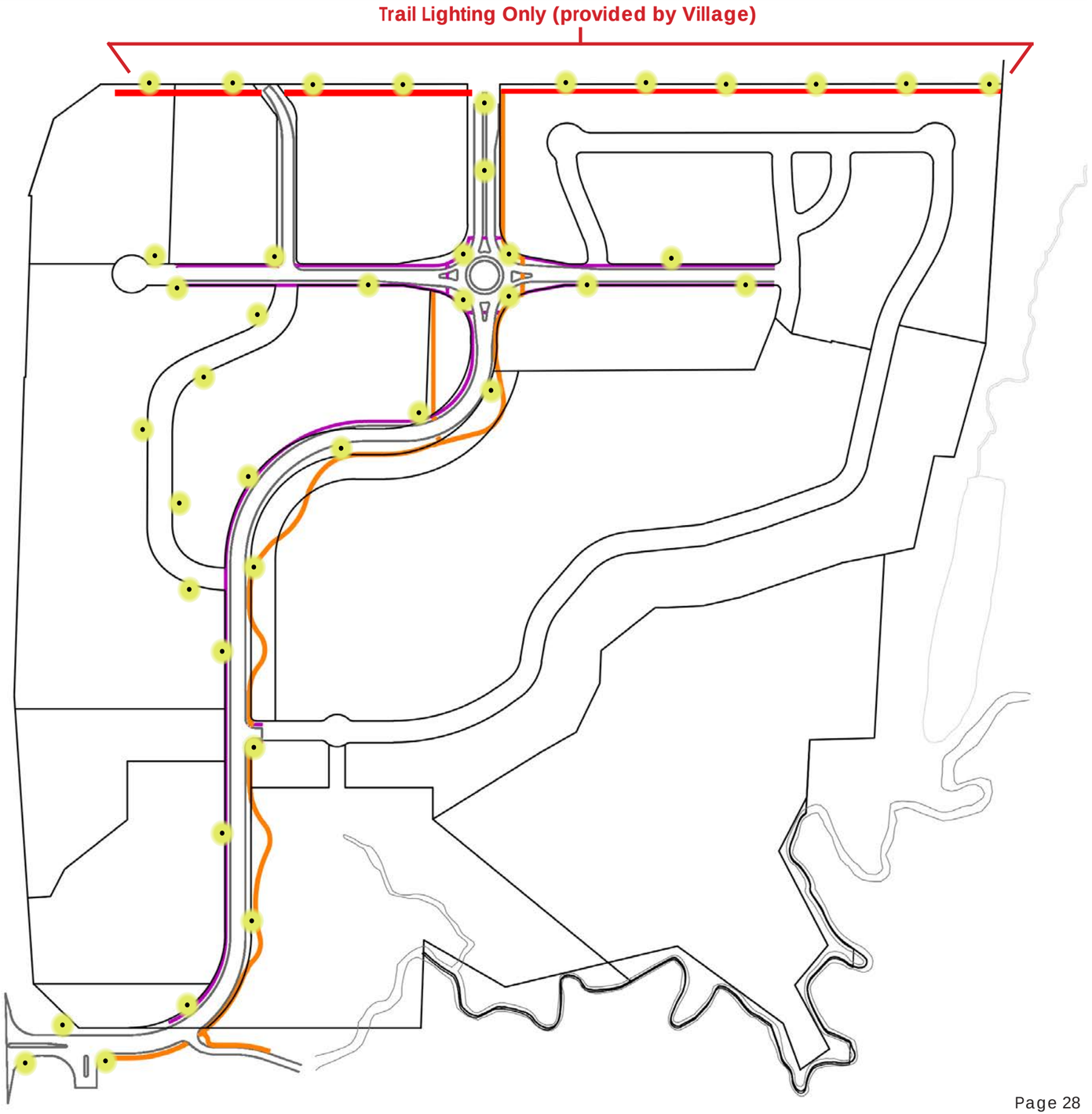
Savannah Brooks

Illuminated Areas

Street lights will be installed by the developer at the approximate locations designated in the map at left (similar lighting pattern will be provided in the rest of the development once finalized).

Once installed, the lights will be maintained by the Village of DeForest. The Developer will provide up to 2 additional light poles and luminaires for replacement purposes to be stored at a location to be determined by the Village.

Highway 19 lighting will be designed, constructed, installed and maintained by the Wisconsin Department of Transportation or the Village of DeForest at their cost, including Highway 19 trail lighting.



On-site Stormwater Management

The proposed on-site stormwater management system for this project is comprised of several levels of stormwater detention, treatment and infiltration practices. The following types of practices systems will be used on this project:

A. Rooftop Runoff Infiltration Areas

It is desirable to infiltrate the cleanest runoff to minimize risk of groundwater contamination and clogging of infiltration practices with sediment. Thus, practices will be designed to maximize rooftop runoff since this is typically cleanest runoff. By designing practices to infiltrate rooftop runoff from the largest storm event in the average annual rainfall record, the practices will be large enough to infiltrate runoff from smaller storms and thereby provide 100 percent rooftop runoff infiltration on an average annual basis.

Rain gardens and/or infiltration basins sized to infiltrate rooftop runoff will be installed on all non-single family lots, including mixed-use retail or flex-commercial. Rain gardens and infiltration basins will be designed in accordance with DNR Technical standard to be no more than 2-feet deep and to drain dry in 24- hours or less following the end of a storm event.

Rooftop runoff from single-family homes will drain to 30- foot wide infiltration easements along back lot lines subject to approval of engineering plans. Easements will be comprised of a series of infiltration cells. Each cell will be two feet deep, collect runoff from approximately two lots. Runoff will pond behind a one-foot high earthen berm at the downstream end to the cell. Also at the downstream end of each infiltration cell will be a small rock-filled device to facilitate infiltration.

B. Water Quality Basins

Both county ordinance and DNR rule NR 151 require practices designed to remove 80 percent of total suspended solids (TSS) from runoff. Additionally, NR 151 requires pre-treatment to achieve 80 percent TSS removal from runoff generated on parking lots and street prior to infiltration. Water quality basins will be installed upstream of regional detention basins to remove total suspended solids and possibly allow infiltration into regional devices. Drain tile systems will be used extensively throughout the project to mitigate thermal impacts as this site is close to the thermally sensitive Token Creek Watershed.

C. Regional (100- Year) Storage Basins

Detention basins sized to provide control will be installed at the downstream end of each of the two drainage areas. Additional upstream storage areas within each drainage area will also contribute to volume needed to provide storage necessary for 100- year rate control.

D. Regional Purification Area

Under proposed conditions, runoff from the east half of the site will drain to a 2000-foot long, 50- foot wide, regional storage and purification area adjacent to the northeast-southwest trending wetland boundary along the southeast boundary of the developed area of the site. This area will provide regional storage, as well as purify and disperse water prior to discharge into the wetland to be preserved as conservancy adjacent to Token Creek.

The purification area will function by absorbing water through its bottom and side. Absorbed water will eventually discharge into drain tile embedded in the sides of the pond. At intervals along the drain tile running laterally inside of the sides of the ponds will be perpendicular bleeder vents to discharge dispersed runoff to wetland. This area designed to protect wetland and springs by purifying and dispersing water, promoting infiltration and recharging Token Creek springs. The primary purpose for the revision of the previously approved FDP was to provide a larger area for stormwater management and infiltration southeast of the primary commercial area (Replat Lots 5 & 6). The stormwater easements along Williamsburg Way will provide a contiguous systematic series of stormwater management features that will maximize infiltration, provide thermal cooling, utilize the natural drainage of site, and will enhance the local watershed and its natural environment.

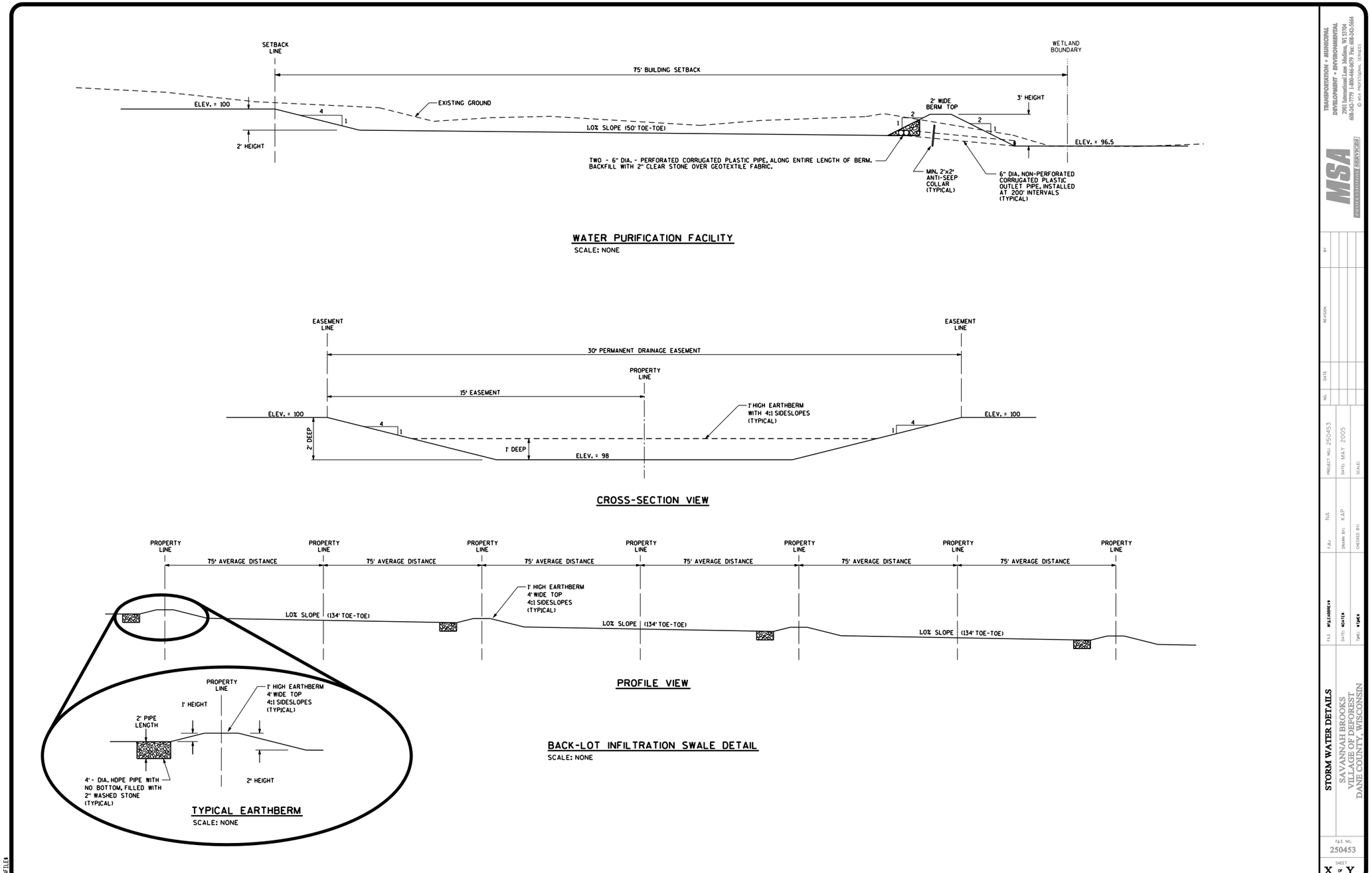
E. DeForest Yards Stormwater Management Requirements

There are regional stormwater management facilities within the Savannah Brooks Development that handle the majority of the stormwater management requirements for the DeForest Yards Development. The approved September 4, 2015, Savannah Brooks Stormwater Management Plan, completed by MSA, addresses the density and land use of the DeForest Yards Development. The stormwater management requirements in place at the time of the Savannah Brooks Stormwater Management Plan approval are the requirements that will apply to the DeForest Yards Development.

Each lot within the DeForest Yards Development will be required to capture 1/2 inch runoff from all roofs in a rain garden and control oil and grease from all exposed parking. The DeForest Yards Development will be required to have stormwater management permits and/or approvals from the Village, Department of Natural Resources (DNR), and Capitol Area Regional Planning Commission (CARPC).

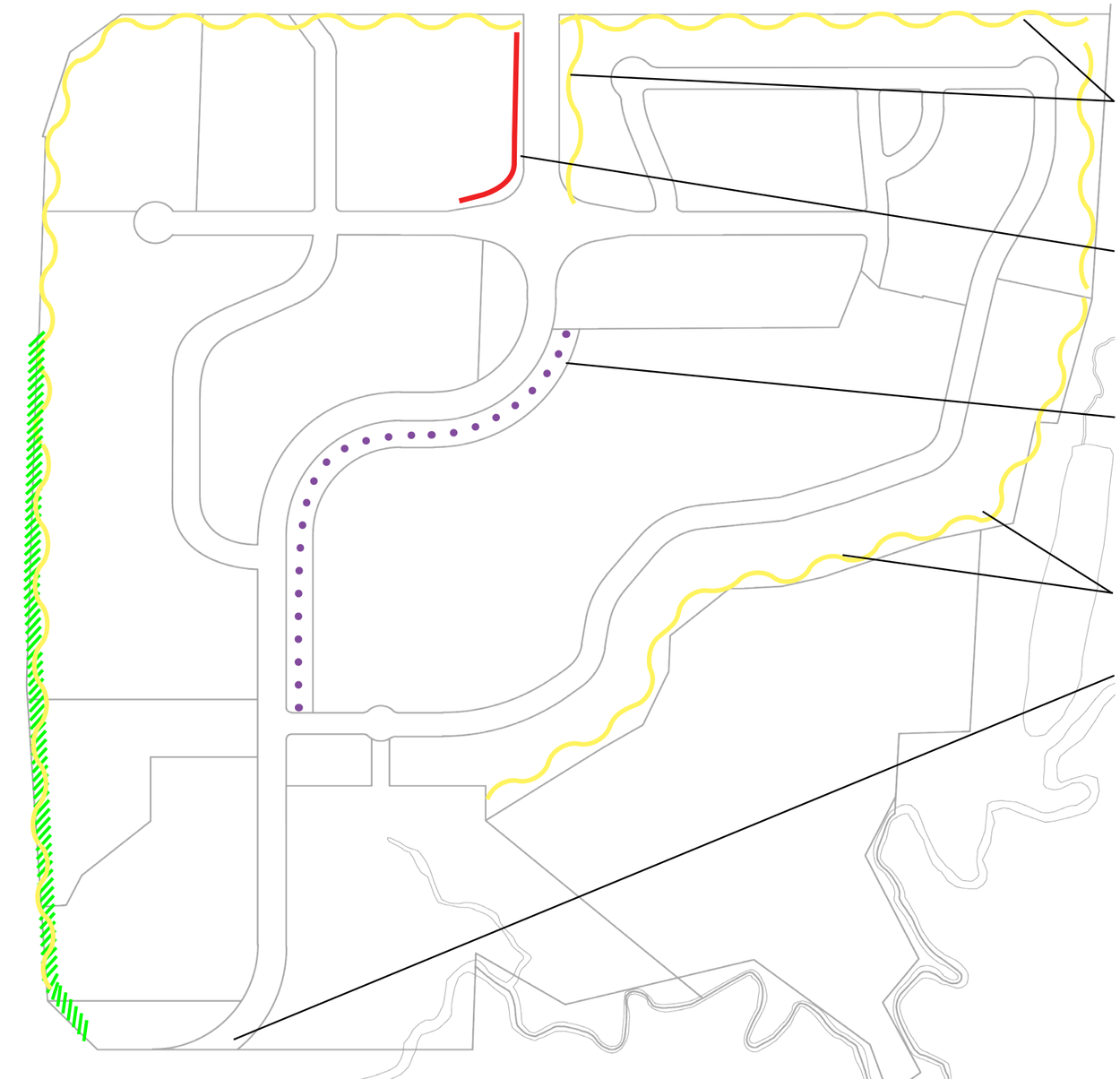
* Stormwater Plan will be approved by Village and Capital Area Regional Planning Commission staff (approved stormwater plans may vary from the information on this page)

* Stormwater Plan and practices will be approved by the Village and Capital Area Regional Planning Commission staff.



Savannah Brooks

Buffering, Screening & Landscaping



A series of buffers, screening and landscaping will be utilized throughout the development to advance compatibility and livability of the various uses planned for this site.

Highway 51 and 19 Boundaries and Williamsburg Way– A standard 50' setback of open space is provided as a buffer along 51 and 19 to developable areas in the event of highway widening or other construction. Landscaping and berming is proposed for this area as well as the east side of Williamsburg Way. See the associated plat, CSM, or development agreement for additional details. Berm will not be required adjacent to any commercial lot in the Homestead Addition.

Commercial Areas – Proposed commercial uses will be required to provide some sort of decorative fence, planted shrubs or some combination thereof on any boundary that is adjacent to or across the street from a residential area. The final design should help minimize visual nuisances, noise, and light pollution from impacting adjacent housing. The nature of this screening will be determined in the site plans submitted for each commercial lot.

Mixed-Use Areas – Proposed mixed-use developments will be required to provide some sort of decorative fence, planted shrubs or some combination thereof on any boundary that is adjacent to or across the street from a residential area. The landscaped berm between Williamsburg Way and the residential area satisfy conditions of buffering between residential zoning and mixed-use zoning. The existing landscaping includes a balanced mixed of large and medium deciduous and evergreen shrubs.

Stream Setback – Replat Lot 2 and Replat Lot 3 have a 200' setback from adjacent stream. No buildings are allowed in the setback.

Berm – With initial development of Savannah Brooks, the developer installed a landscaped berm along the east side of Highway 51 from the south end of Replat Lot 5 to a point just north of the stormwater outlot north of Lot 5. With the development of the DeForest Yards project, the developer of that project will extend and enhance the landscaped berm to the north end of new CSM Lot 1, as described further elsewhere in this FDP.

Wetland Setback – Replat Lot 3 has a 75' setback from the delineated wetland boundary. No buildings are allowed in the setback.

Mature Tree / Woodland Mitigation – The owners of CSM Lots 1-4 of Certified Survey Map No. 12998, as well as the owners of Lots in the plat of Savannah Brooks II and the plat itself, shall be required to address mature trees and mature woodlands, if any, located on their lots as follows: Subject to any other limitations provided below, if more than 30% of mature trees (or more than 30% of an area of a mature woodland)on any lot will be removed during the land division and development process, the plan prepared by the owner of a lot and submitted to the Village zoning administrator for approval will show locations and species for additional tree plantings within the land division area (which may include plantings within any part of the certified survey map and/or the plat taken as a whole) to compensate, on a 2-to-1 basis, for all mature trees / mature woodlands removed or proposed for removal above the 30% removal standard. At a minimum, the developer of the project subject to this FDP, Savannah Brooks, LLC, will be responsible for additional tree plantings within the boundary of the certified survey map and the plat of at least 25 trees in the aggregate, not including street terrace trees required by ordinance. All such replacement trees shall be at least 3 inch caliper. For purposes hereof, the terms mature tree and mature woodland shall be as defined in the DeForest Subdivision Ordinance.

Savannah Brooks

Residential Landscaping Plan

The *Architectural Control and Protective Covenants and Restrictions* for Savannah Brooks require a minimum of 700 landscaping points per single-family lot as determined by the following point schedule.

Each of the three residential lots in the sample plan at left meet the 700 point requirement. Street trees in the Right of Way are not included.

Landscaping Plans will be reviewed by the developer or by the Architectural Review Board prior to issuance of a building permit, per covenants associated with this project.

Landscaping Element	Point Value
Canopy Tree (at least 2”-3” at 18 inches)	125
Canopy Tree (3”-4” caliper at least 18 inches)	150
Canopy Tree (over 4” caliper at least 18 inches)	200
Canopy Tree or Small Tree (1”-1-½” caliper v 18 inches, i.e., Crab, Hawthorn)	100
Evergreen Tree (4 to 6 feet in height)	100
Large Deciduous Shrub (3-yr. transplant, 36” min.)	20
Small Deciduous Shrub (3-yr. transplant, 18” min.)	10
Decorative Wall (per face foot)	5

Issuance of Building Permits

Building permits for residential, commercial or other private use structures will not be issued without the Village first obtaining the written consent of the developer of the associated component of the FDP area, except in such cases where the developer is not responsive in the determination of the Zoning Administrator. The purpose of this is to ensure that the design of buildings meets the covenants and overall design intent of the development. Elevations, materials, colors, landscaping and other areas may be subject to review and approval by the developer of the associated component.

Park Development, Park Improvement Fees, and Maintenance

The primary Savannah Brooks developer is proposing to make improvements for a mini park (in the Homestead Addition residential area) as residential development progresses. At such time, the developer will present a detailed park plan to the Village for mutual approval prior to construction. This joint effort serves to accelerate the development of top quality facilities while ensuring the Village plays an active role in the design of these facilities. This will include addressing how to prevent encroachment of private owners onto these park spaces.

The primary Savannah Brooks developer is proposing to establish an escrow amount using the parkland improvement fees, and to be able to utilize those funds to make improvements. The developer currently estimates that private funds will be invested in these facilities in at least a 2:1 ratio.

The primary Savannah Brooks developer will maintain the mini-park through the expiration of the one year guaranty period for the park. At such time, the park will be turned over to the Village of DeForest.

The DeForest Yards development will provide private recreational facilities, with a community and public use component negotiated with the Village. The extent of public use will be factored into any reduction of park land and park improvement impact fees normally attributable to the new residential uses in DeForest Yards.

Traffic Impact Analysis

In 2005, the Savannah Brooks developer prepared a Traffic Impact Analysis (TIA) for the original Savannah Brooks PUD and plat, which advised key project components such as the width of Williamsburg Way to handle future traffic volumes for a mixed use PUD.

In 2010, the TIA was amended to reflect the Savannah Brooks II replatting. That amended TIA included the following recommendations:

1. Installation of traffic signals at the Highway 51/19 ramp intersections, which has been completed.
2. Access to Savannah Brooks at Highway 51 and 19 locations where new roadways were subsequently built or improved, and recommended configurations that were incorporated into their designs.
3. Installation of traffic signals at the Williamsburg Way/ Highway 19 intersection when traffic signal warrants met. This recommendation is discussed further below.
4. Another TIA should be performed once properties north of Highway 19 are proposed for development. Also discussed below.
5. Additional traffic from full build-out of Savannah Brooks and other developments in the Highway 51/19 interchange area may require additional interchange ramp lanes and other system improvements.

In 2020, another TIA was completed in conjunction with the Hooper Business Park/Fox Hill Estates development north of Highway 19. That TIA supported Highway 19/Williamsburg Way intersection redesign and Highway 51/19 ramp improvements, which were completed in 2022. That TIA also supported installation of traffic signals at the Highway 19/Williamsburg Way intersection. Signals had yet to be installed as of 2023 because WisDOT had yet to determine that this intersection meets signalization warrants. WisDOT would not allow signalization based on traffic projections. The Village reports that, through agreement with the Hooper Corporation and Tax Increment District #7, financing for such signals is available upon WisDOT approval of their installation. In 2023, the Village hired a traffic engineer to evaluate whether warrants have now been met such that WisDOT will allow the signalization of the Williamsburg Way/Highway 19 intersection as soon as practical.

The Village's traffic engineer will also prepare a new TIA in late 2023. That TIA will cover Savannah Brooks—as that development has changed including the new DeForest Yards proposal for the 21.3 acre Lot 3 of CSM 13623 (parcel 0810-422-5401)—and other anticipated development in the Highway 51/19 interchange area. The TIA will acknowledge that the timeline of some of those other developments will likely be sooner than previously expected.

That pending TIA will identify the potential need and timing for improved traffic control (e.g., signals) at the Williamsburg Way/Metro Drive intersection with Highways 19 and 51. Improvements advised will then be subject to WisDOT approval before they may be installed. The developer of DeForest Yards is willing to collaborate on funding improvements including signalization at the Highway 51/Williamsburg Way/Metro Drive intersection. Subsequent approvals from and agreements with the Village are expected to detail this collaboration.

Signage

Except as otherwise indicated below, signage regulations for areas designated within different future land use categories on the Site Plan within this FDP are as follows:

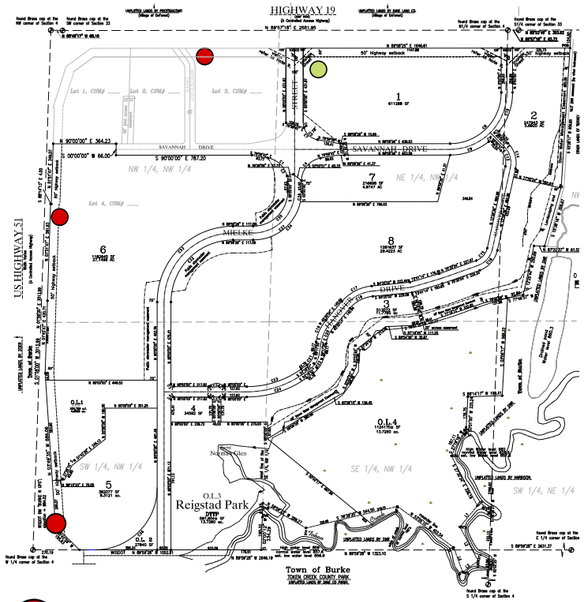
Savannah Brooks

Other Issues

- Areas designated for "Commercial" and "Mixed Use/ Flex-Commercial" uses will comply with the Village signage regulations for the B-2 General Business zoning classification, except any building or building complex intended for solely residential use shall be subject to Village signage regulations for multiple-family dwellings or multi-building residential developments as applicable to residential zoning districts in the zoning ordinance.
- Areas designated for "Multiple Family Residential" use will comply with the Village signage regulations applicable to the RM-4 Residential Mix Multi-Family Housing zoning classification.
- Areas designated for "Park & Stormwater" and "Conservancy" uses will comply with Village signage regulations applicable to the C-1 Conservancy zoning classification.
- All private signs shall be consistent with a unified theme within the PUD or within a particular defined district or set of districts within the FDP, with such signs including some common design and material elements across the PUD, district, or set of districts.

Notwithstanding the above, any other limitations in this FDP, or the Village zoning ordinance, the following additional signage opportunities are available within the FDP:

- Unified business center signs, as described in the Village zoning ordinance, are permitted in the approximate locations identified on the map accompanying this text and incorporated into this FDP. Each unified business center sign will be in addition to the signs permitted for each separate occupant within the unified business center so advertised. For purposes hereof, the unified business center shall be deemed to include all lands designated for "Commercial" and "Mixed Use/Flex-Commercial" on the FDP's sign plan. The maximum area of any unified business center sign governed by this FDP shall be 200 square feet per side visible at one time and the maximum height is 45 feet, except that any such sign located adjacent to the Williamsburg Way/Highway 19 intersection shall not exceed 100 square feet in area and 20 feet in height. The setback for any unified business center sign from all property lines shall be equal to or greater than the sign height, unless a lesser setback is approved by site plan approval of the Commission or where an easement is recorded for the sign setback area to extend over the adjoining land. The assignment of permitted sign area to individual occupants on each unified business center sign will be determined by the developer or other owner of the unified business center sign.



General area for one unified business center sign

Neighborhood sign

- Each commercial, recreational, or mixed use building with greater than 15,000 square feet of gross floor area shall be allowed three on-building signs for the primary occupant, with no more than one such sign per wall and sign area maximum being 3 square feet per 1 lineal foot of wall length only (no cap), provided that such primary occupant foregoes the taller of the two freestanding single-business signs normally allowed in the B-2 district. Any other occupant of such a building shall have no more than one on-building sign, not exceeding 64 square feet.
- Temporary real estate, construction, and project identification signs, either on the parcel that is itself for sale, lease, or under construction, or on other lands controlled by the developer or same owner. Except where preempted by Wisconsin law, such signs shall not exceed 100 square feet in area per side and if ground-mounted 20 feet in height.
- Decorative signs marking different districts or components within the FDP, including those located over private driveways with adequate clearance for larger vehicles, and development wayfinding signs, as may be approved by site plan approval of the Commission at its discretion.
- Other signs not meeting one or more of the above normal requirements, within any part of the FDP, by special exception of the Commission. The procedure for granting or denying a special exception shall be the same as the procedure for a conditional use permit within the Village zoning ordinance, and the Commission may approve or deny a special exception at its discretion.
- Community gateway/entryway signs installed and maintained by the Village of DeForest, which shall not count against any private signage allotment for the same site, district, of development.

Continuation of Agricultural Crop Production Activities

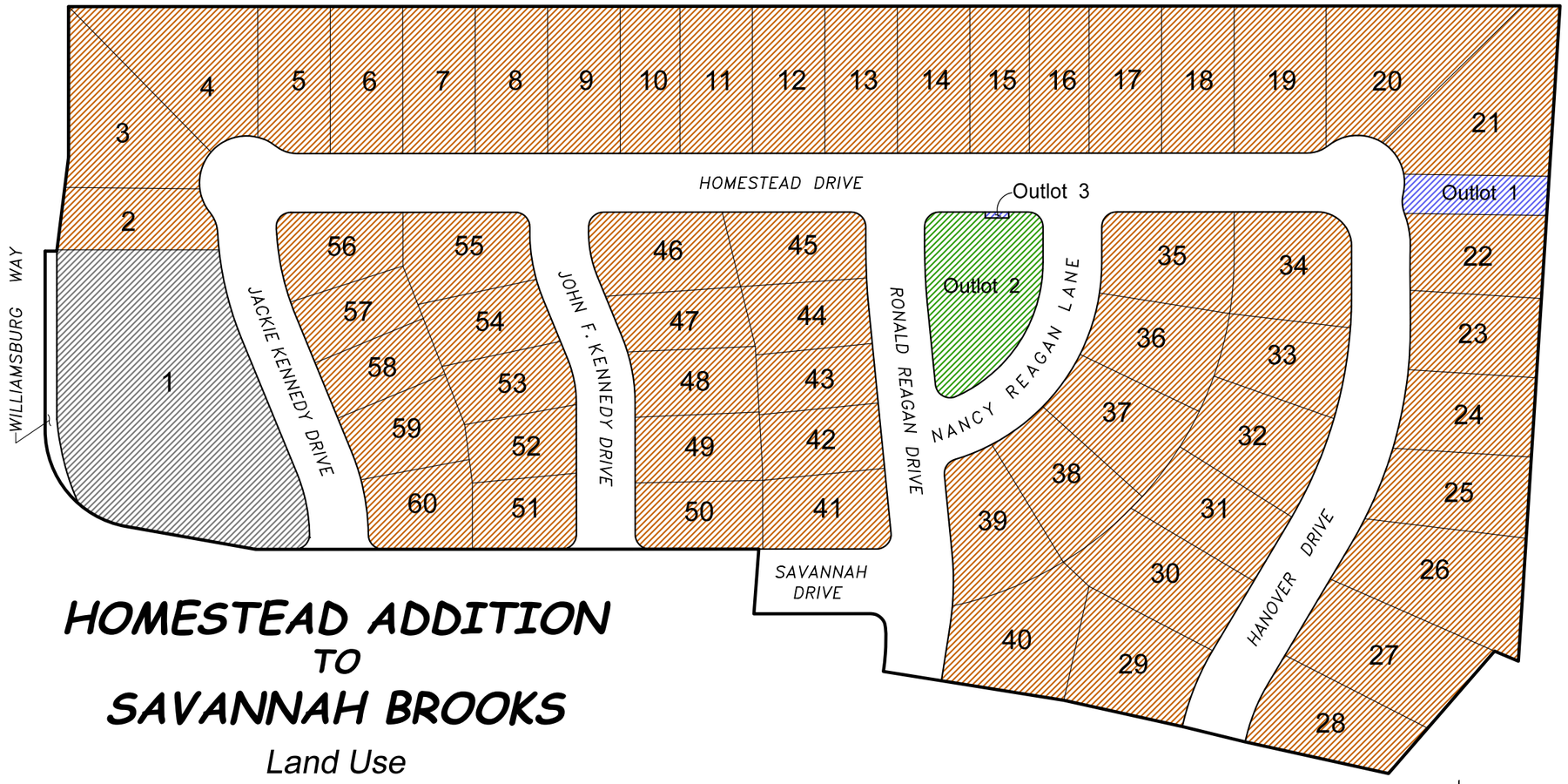
Agricultural crop production activities may be continued by the Developer within all lands within Savannah Brooks until such time as final development of a particular parcel occurs.

General Provisions

Where this FDP document is silent on particular zoning regulations that may affect the development characteristics of individual building sites within the FDP area, the Zoning Administrator shall apply applicable standards of the Village of DeForest zoning ordinances, including the following: general provisions site plan review; landscape plans and standards; lighting plans and standards; off-street parking; access, loading.

Homestead Addition to Savannah Brooks

Final Plat



HOMESTEAD ADDITION
TO
SAVANNAH BROOKS

Land Use

Commercial
Lot 1 - 1.4 Acres

Parkland
Outlot 2 - 0.4 Acres

Single-family Residential
Lots 2-60 - 15.0 Acres

Privately held Outlots
Outlots 1, 3 - 0.1 Acres

Streets
5.3 Acres

December 28, 2023

BIRRENKOTT SURVEYING

BIRRENKOTT SURVEYING
1677 N. BRISTOL STREET
SUN PRAIRIE, WIS. 53590
608–837–7463

PREPARED FOR:
SAVANNAH BROOKS, LLC
3564 EGRE ROAD
DEFOREST, WI 53532

SAVANNAH BROOKS II

Being a Replat of Savannah Brooks

Located in the Northwest 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, all in Section 4, Town 8 North, Range 10 East, Village of DeForest, Dane County, Wisconsin

Notes:
1: FEMA Zone AE elevation is determined by LOMR dated July 15, 2007, Case No. 09-05-0486P.
2: Distances from meanders are measured to Ordinary High Water mark.
3: Wetland field delineated by Natural Resources Consulting, Inc., Cottage Grove, Wisconsin, March 29, 2005.

Town of Burke
TOKEN CREEK COUNTY PARK
UNPLATTED LANDS BY DANE CO PARKS

Legend

- Dane County or City of Madison Monument
- Vertical BM, Elevation as noted
- 2 inch pipe found
- 1-1/4" diameter x 30" (4.303 lbs./lin. ft.) Iron Rod Set
- 3/4" diameter x 24" (1.502 lbs./lin. ft.) Iron Rod Set at all other lot corners
- DTTP – Dedicated to the public
- USB – 75 foot wetland setback
- WL – Wetland Delineation
- No Vehicular Access
- Meander line
- easement line
- 75' – easement dimension

WISCONSIN WILLIAM F. WENZEL S-2128 PRAIRIE DU SAC WI LAND SURVEYOR

BEARINGS REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 8 NORTH, RANGE 10 EAST, ASSUMED TO BEAR SOUTH 1°58'00" WEST.

Scale: 1"=200 feet

0 100 200 300 400

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	CHORD BRG	CHORD	ARC
C1	65°51'36"	140.00	S 47°03'54" E	152.21	160.93
C2	14°08'05"	140.00	S 07°04'02" E	34.45	34.54
C3	79°59'44"	140.00	S 39°59'53" E	179.97	195.46
C4	79°59'42"	133.00	N 39°59'51" E	170.97	185.69
C5	63°14'36"	100.00	N 48°22'40" W	104.86	110.38
C6	16°45'19"	100.00	N 08°22'39" W	29.14	29.24
C7	79°59'57"	100.00	N 39°59'59" W	128.56	139.63
C8	89°58'26"	297.00	N 44°59'13" E	419.93	466.39
C9	38°08'59"	363.00	N 70°53'57" E	237.26	241.70
C10	38°08'59"	363.00	N 19°04'30" E	237.27	241.70
C11	83°09'46"	15.00	S 86°35'40" E	19.91	21.77
C12	83°09'46"	15.00	N 03°25'54" W	19.91	21.77
C13	57°30'23"	100.00	S 16°15'35" E	96.21	100.37
C14	57°30'23"	160.00	S 16°15'35" E	153.93	160.59
C15	58°01'17"	100.00	S 41°30'15" W	96.99	101.27
C16	58°01'17"	160.00	S 41°30'15" W	155.19	162.03
C17	43°54'58"	260.00	S 62°27'33" W	194.44	199.29
C18	43°54'58"	200.00	S 62°27'33" W	149.57	153.30
C19	31°13'03"	260.00	S 24°53'32" W	139.92	141.66
C20	31°13'03"	200.00	S 24°53'32" W	107.63	108.97
C21	45°01'00"	100.00	S 31°47'31" W	76.56	78.57
C22	45°01'00"	160.00	S 31°47'31" W	122.50	125.71
C23	35°41'59"	540.00	S 72°09'00" W	331.05	336.46
C24	35°41'59"	600.00	S 72°09'00" W	367.8292	373.85
C25	46°11'13"	15.00	N 66°54'24" W	11.7670	12.09
C26	92°22'26"	50.00	S 90°00'00" W	72.1602	80.61
C27	46°11'13"	15.00	S 66°54'24" W	11.7670	12.09
C28	46°11'18"	15.00	S 66°54'21" E	11.7673	12.09
C29	92°22'31"	50.00	S 89°59'57" E	72.1611	80.61
C30	46°11'13"	15.00	N 66°54'24" E	11.7670	12.09
C31	90°00'00"	15.00	N 45°00'00" W	21.2132	23.56
C32	89°58'25"	360.00	N 44°59'13" E	509.00	565.32
C32	90°00'00"	15.00	S 45°00'00" W	21.21	23.56
C33	89°58'25"	440.00	N 44°59'13" E	622.11	690.95
C34	89°58'25"	280.00	N 44°59'13" E	395.89	439.69
C35	89°58'25"	200.00	N 44°59'13" E	282.78	314.07
C36	90°00'32"	295.00	S 45°00'16" W	417.23	463.43
C37	77°57'10"	280.00	N 50°59'51" E	352.24	380.94
C38	12°01'16"	280.00	N 06°00'38" E	58.64	58.75
C39	51°27'16"	367.00	N 25°43'38" E	318.62	329.58

LOCATION MAP
NOT TO SCALE

CONTIGUOUS QUARTER SECTIONS SECTION 4, T 8 N, R 10 E, DANE COUNTY, WISCONSIN

Received for Record________
20____ at ____ o'clock ___M
and recorded in vol. ______
of ________on page ____

____
Register

GENERAL NOTES

1. All exterior boundary distances are to the nearest one-hundredth of a foot. All Bearings are measured to the nearest 01" of arc.

2. All curve measurements are in the curve tables.

3. All utility facilities in this plat are to be installed underground.

4. No poles, pedestals, or buried cables are to be installed in such a manner that their placement would disturb a survey monument; nor obstruct visibility along lot lines.

5: All public stormwater management easements granted on this plat are conveyed to the Village of DeForest.

6. Lot owners shall not alter drainage swales, roadside ditches, stormwater areas nor natural drainage ways on any lot without the written consent of the Village Board of DeForest.

7. Vertical Datum refers to Mean Sea Level, NAVD 1988.

8. All lots in this plat are to be served by public sanitary sewer and water services.

9. In the case of commercial or mixed use buildings, the building floor elevation shall be subject to approval of (a) the Village of DeForest through its site plan review procedure, and (b) the developer, so long as the developer owns any lot in the plat. In the case of residential buildings, the lowest opening of concrete on all lots must be at least two feet above the lowest point of the lot or the base flood elevation line, whichever is higher.

10. At the time of the recording of this plat, all lots within the plat were zoned PUD Planned Unit Development in the Village of DeForest. Due to the unique nature of PUD zoning, setbacks (aside from highway setbacks) are not indicated within the lots on this plat, but are instead defined within PUD final development plan and related documents on file with the Village.

11. Vision corner restrictions: No structure of any kind shall be permitted within a vision corner which exceeds a height of 2-1/2 feet above the elevation of the intersection except for necessary highway and traffic signs, approved public utilities, and open fences through which there is clear vision; nor shall any plant material, except grasses and similar turf, be permitted which obstructs safe vision of the approaches to the intersection.

12: The 30' planting strip bounding on the Rights of Way of Highways 51 & 19 is reserved for planting of trees and shrubs. No structures are permitted other than customary utilities.

13: No above-ground structures or impervious surfaces permitted within the 75' wetland setback and 200' stream setback shown on lots 2 & 3, excluding 20' access easement on lot 3, and customary utility and storm water appurtenances.

OUTLOT NOTES:

1: Outlot 1 is dedicated to the Village of DeForest for stormwater management purposes.

2: Outlot 2 is dedicated to the public for park purposes.

3: The access easement shown on Lot 3 is for the benefit of the Owner of Outlot 3 and it's invitees.

4: Outlot 3 is retained by the owner or its successors or assigns, available at the discretion of the owner or its successors or assigns for future transfer to a public or non-profit neighborhood or conservancy organization.

WISDOT NOTES

HIGHWAY SETBACK:

"No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. "Improvements" do not include sidewalks, terraces, patios, landscaping and open fences. A public utility may erect, install or maintain a utility facility within a setback area, subject to s. Trans. 233.08(3m). It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department."

ACCESS TO STH 19 AND USH 51 IS CONTROLLED BY WIS_DOT PROJECT _ T05(27).

The lots in this land division may experience noise levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards.

Project: SAVANNAH BROOKS II
Scale: 1" = 200' | Approved By: WFW | Drawn By: WFW
Date: DECEMBER 6, 2010 | Drawing Number or Name: | Revised:

ORION LAND SURVEYORS
290 Fifth Street
Prairie du Sac, WI 53578
(608) 643-8851

ORION

Sheet 1 of 2

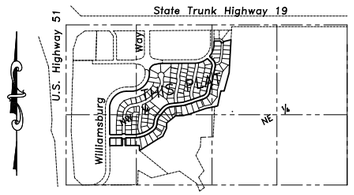
Note: If necessary, the recorded version of the final plat may vary slightly from what is shown

SAVANNAH BROOKS III

Lot 4, Certified Survey Map No. , as recorded in Volume of Certified Survey Maps of Dane County on Pages ; Lots 1, 2, 3 and 4, Certified Survey Map No. 14013, as recorded in Volume 93 of Certified Survey Maps of Dane County on Pages 299-303; and Lots 4 and 7, Savannah Brooks II, located in the Northwest ¼ of the Northeast ¼, the Northeast ¼ of the Northwest ¼, the Southeast ¼ of the Northwest ¼, the Southwest ¼ of the Northwest ¼, and the Northwest ¼ of the Northwest ¼, Section 4, T8N, R10E, Village of DeForest, Dane County, Wisconsin.

May 20, 2015
Rev: January 4, 2016
Rev: March 7, 2016

0 80 160
Scale: 1" = 80'



LOCATION SKETCH
SECTION 4, T8N, R10E
NOT TO SCALE

BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHEAST ¼, SECTION 4, BEARING N89°58'42"E

Notes:

1) This survey is subject to any and all agreements and easements of record and those that may have not been recorded.

2) Before any digging, boring, construction, etc., is done on or near the lands in this subdivision, Diggers Hotline shall be called at 1-800-242-8511 for the safety and liability purposes for all involved.

3) The lands within this subdivision shall be served by underground utilities.

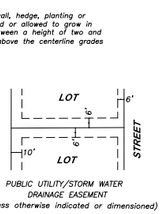
4) UTILITY EASEMENTS: No utility pedestals may be constructed along street rights of way without the developer and other servicing utility companies consent.

5) Outlot 6 to remain under private ownership (see Outlot 6 Note). Outlots 9, 10 and 12 dedicated to the public for park purposes and environmental corridors. Outlots 4, 5, 7, 8, and 11 dedicated to the public for stormwater management purposes and environmental corridors.

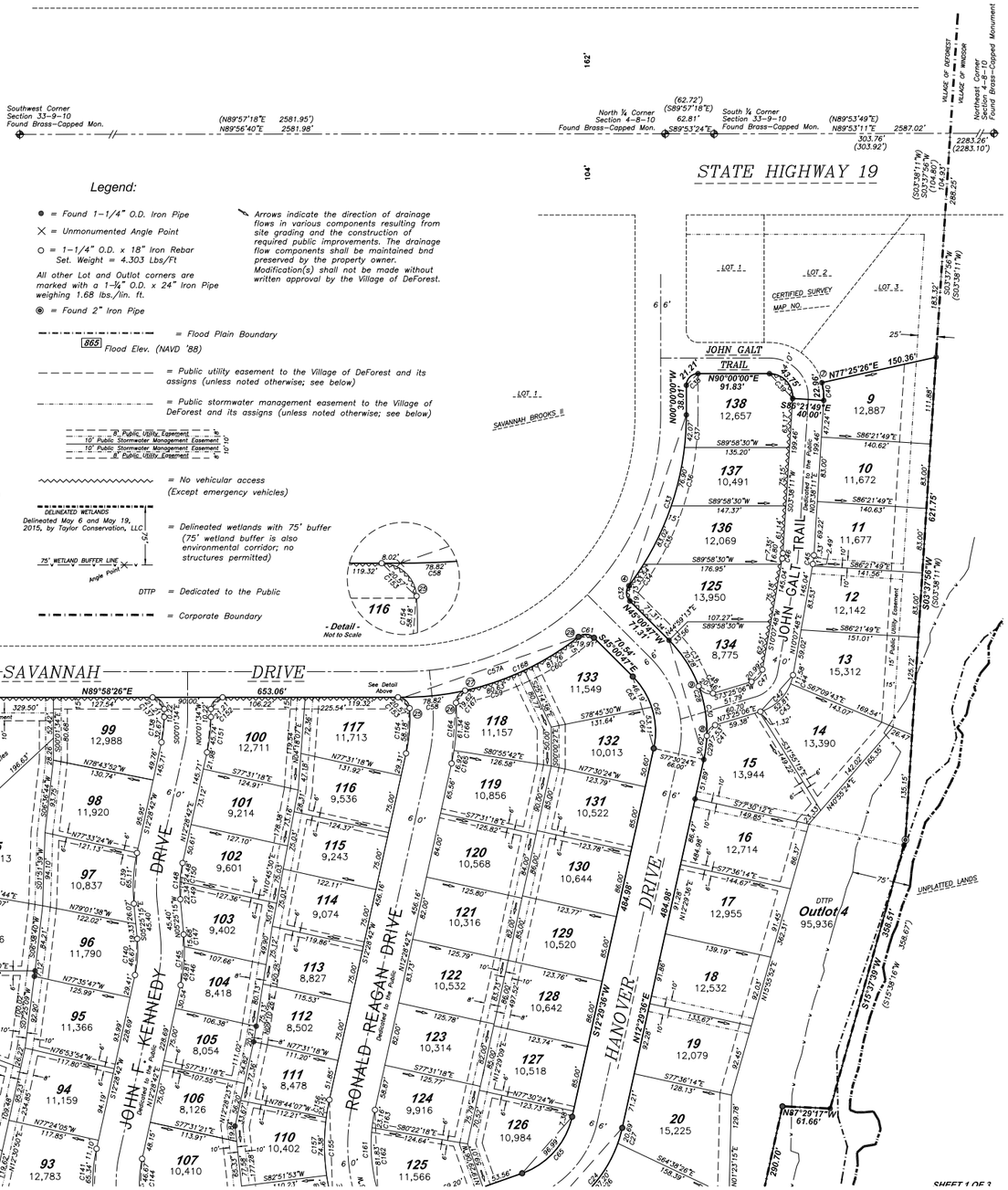
6) No structures are allowed within 75 foot Wetland Buffer.

7) All streets within this plat of Savannah Brooks III are dedicated to the public.

8) Vision corner restrictions: No fence, wall, hedge, planting or structure shall be erected, placed, planted or allowed to grow in such a manner as to obstruct vision between a height of two and one-half (2-½) feet and ten (10) feet above the centerline grades within a vision corner.



PUBLIC UTILITY/STORM WATER DRAINAGE EASEMENT
(Unless otherwise indicated or dimensioned)



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

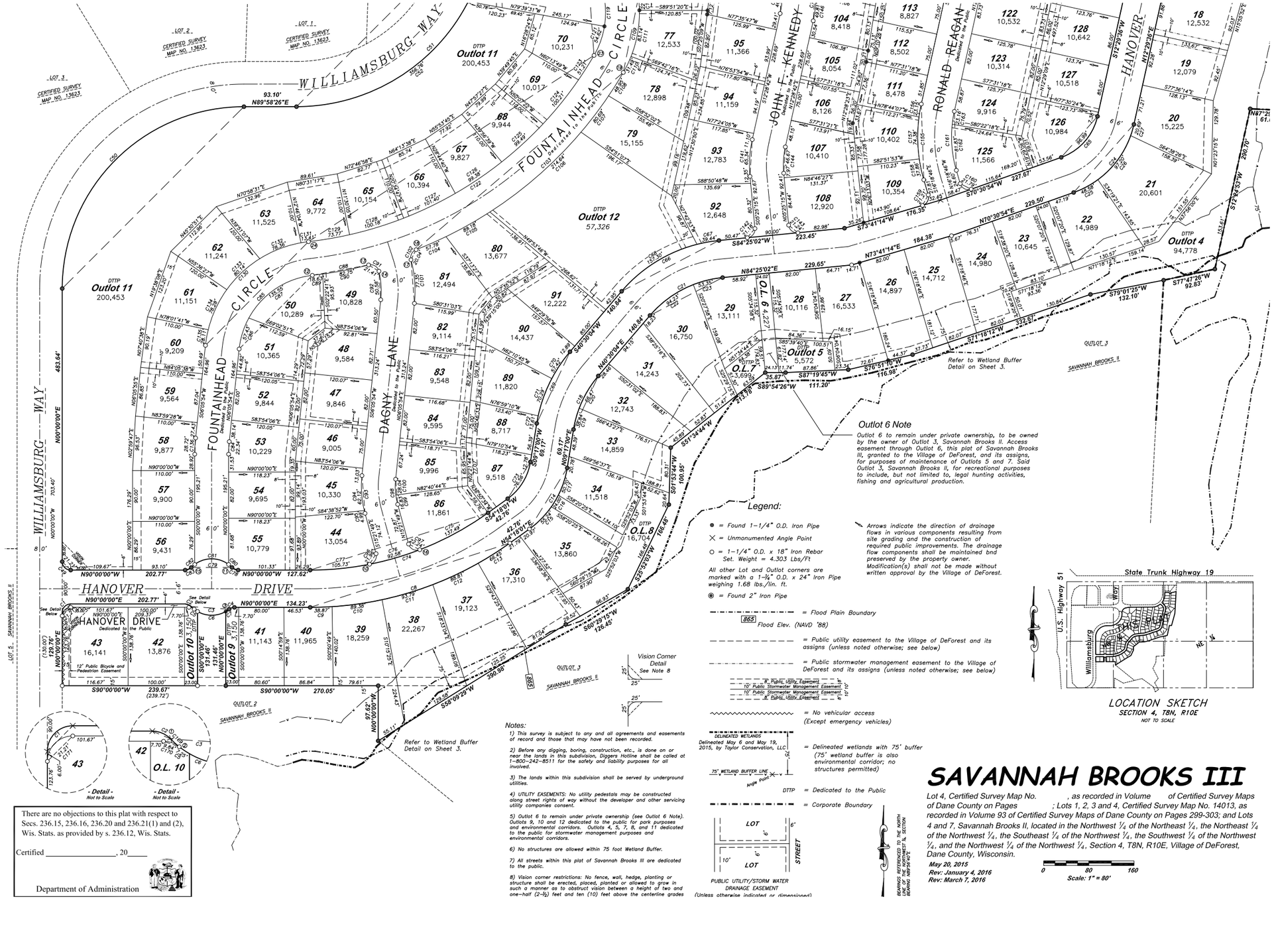
BIRRENKOTT SURVEYING

BIRRENKOTT SURVEYING INC.
1677 N. BRISTOL STREET
SUN PRAIRIE, WIS. 53590
608-837-7463

PREPARED FOR:
SAVANNAH BROOKS, LLC
3564 EGRE ROAD
DEFOREST, WI 53532
608-837-0102

Savannah Brooks

Final Plat (Savannah Brooks III)



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Outlot 6 Note

Outlot 6 to remain under private ownership, to be owned by the owner of Outlot 3, Savannah Brooks II. Access easement through Outlot 6, this plat of Savannah Brooks III, granted to the Village of DeForest, and its assigns, for purposes of maintenance of Outlots 5 and 7. Said Outlot 3, Savannah Brooks II, for recreational purposes to include, but not limited to, legal hunting activities, fishing and agricultural production.

Legend:

- ● = Found 1-1/4" O.D. Iron Pipe
- × = Unmonumented Angle Point
- ○ = 1-1/4" O.D. x 18" Iron Rebar Set. Weight = 4.303 Lbs/Ft

All other Lot and Outlot corners are marked with a 1-¼" O.D. x 24" Iron Pipe weighing 1.68 lbs./lin. ft.

- ◉ = Found 2" Iron Pipe
- = Flood Plain Boundary
- 865 Flood Elev. (NAVD '88)
- = Public utility easement to the Village of DeForest and its assigns (unless noted otherwise; see below)
- = Public stormwater management easement to the Village of DeForest and its assigns (unless noted otherwise; see below)
- 8' Public Utility Easement
- 10' Public Stormwater Management Easement
- 10' Public Stormwater Management Easement
- 8' Public Utility Easement
- = No vehicular access (Except emergency vehicles)
- DELINEATED WETLANDS Delineated May 6 and May 19, 2015, by Taylor Conservation, LLC
- = Delineated wetlands with 75' buffer (75' wetland buffer is also environmental corridor; no structures permitted)
- 75' WETLAND BUFFER LINE
- DTTP = Dedicated to the Public
- = Corporate Boundary
- LOT 6' 10' LOT STREET
- PUBLIC UTILITY/STORM WATER DRAINAGE EASEMENT (Unless otherwise indicated or dimensioned)

Arrows indicate the direction of drainage flows in various components resulting from site grading and the construction of required public improvements. The drainage flow components shall be maintained bnd preserved by the property owner. Modification(s) shall not be made without written approval by the Village of DeForest.

BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST ¼, SECTION 4 BEING N90°00'00"E

Notes:

1) This survey is subject to any and all agreements and easements of record and those that may have not been recorded.

2) Before any digging, boring, construction, etc., is done on or near the lands in this subdivision, Diggers Hotline shall be called at 1-800-242-8511 for the safety and liability purposes for all involved.

3) The lands within this subdivision shall be served by underground utilities.

4) UTILITY EASEMENTS: No utility pedestals may be constructed along street rights of way without the developer and other servicing utility companies consent.

5) Outlot 6 to remain under private ownership (see Outlot 6 Note). Outlots 9, 10 and 12 dedicated to the public for park purposes and environmental corridors. Outlots 4, 5, 7, 8, and 11 dedicated to the public for stormwater management purposes and environmental corridors.

6) No structures are allowed within 75 foot Wetland Buffer.

7) All streets within this plat of Savannah Brooks III are dedicated to the public.

8) Vision corner restrictions: No fence, wall, hedge, planting or structure shall be erected, placed, planted or allowed to grow in such a manner as to obstruct vision between a height of two and one-half (2-½) feet and ten (10) feet above the centerline grades

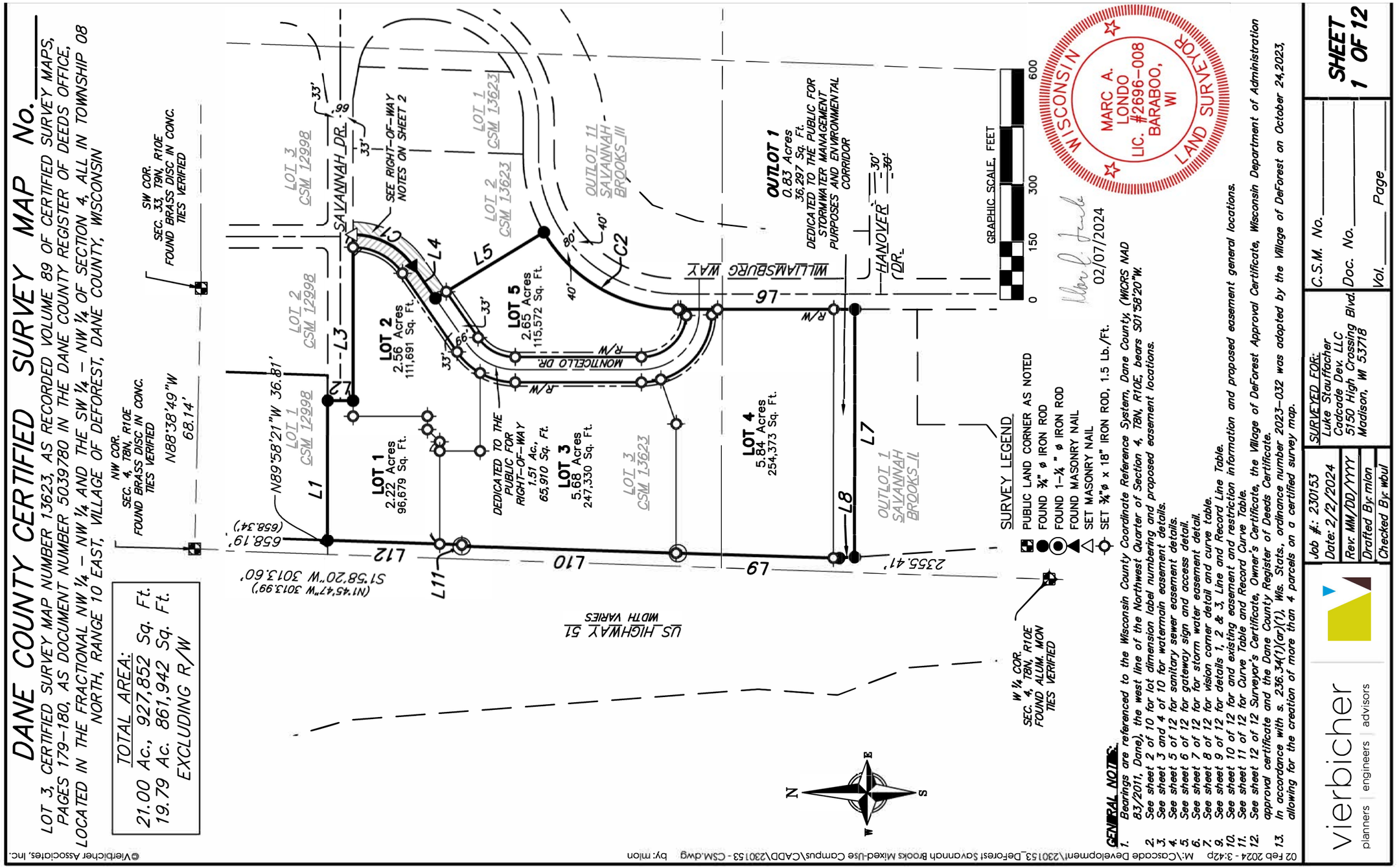
LOCATION SKETCH
SECTION 4, T8N, R10E
NOT TO SCALE

SAVANNAH BROOKS III

Lot 4, Certified Survey Map No. , as recorded in Volume of Certified Survey Maps of Dane County on Pages ; Lots 1, 2, 3 and 4, Certified Survey Map No. 14013, as recorded in Volume 93 of Certified Survey Maps of Dane County on Pages 299-303; and Lots 4 and 7, Savannah Brooks II, located in the Northwest ¼ of the Northeast ¼, the Northeast ¼ of the Northwest ¼, the Southeast ¼ of the Northwest ¼, the Southwest ¼ of the Northwest ¼, and the Northwest ¼ of the Northwest ¼, Section 4, T8N, R10E, Village of DeForest, Dane County, Wisconsin.

May 20, 2015
Rev: January 4, 2016
Rev: March 7, 2016

0 80 160
Scale: 1" = 80'


DANE COUNTY CERTIFIED SURVEY MAP No.
LOT 3, CERTIFIED SURVEY MAP NUMBER 13623, AS RECORDED VOLUME 89 OF CERTIFIED SURVEY MAPS, PAGES 179–180, AS DOCUMENT NUMBER 5039780 IN THE DANE COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE FRACTIONAL NW 1/4 – NW 1/4 AND THE SW 1/4 – NW 1/4 OF SECTION 4, ALL IN TOWNSHIP 08 NORTH, RANGE 10 EAST, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN
TOTAL AREA:
21.00 Ac., 927,852 Sq. Ft.
19.79 Ac. 861,942 Sq. Ft.
EXCLUDING R/W
SW COR. SEC. 33, T9N, R10E FOUND BRASS DISC IN CONC. TIES VERIFIED
NW COR. SEC. 4, T8N, R10E FOUND BRASS DISC IN CONC. TIES VERIFIED
W 1/4 COR. SEC. 4, T8N, R10E FOUND ALUM. MON TIES VERIFIED
N88°38'49"W 68.14'
N89°58'21"W 36.81'
(N88°38'49"W 658.34')
658.19'
(N1°45'47"W 3013.99')
S1°58'20"W 3013.60'
2355.41'
SAVANNAH DR.
WILLIAMSBURG WAY
MONTICELLO DR.
HANOVER DR.
US HIGHWAY 51
WIDTH VARIES
LOT 1 CSM 12998
LOT 2 CSM 12998
LOT 3 CSM 12998
LOT 1 CSM 13623
LOT 2 CSM 13623
LOT 3 CSM 13623
OUTLOT 11 SAVANNAH BROOKS III
OUTLOT 1 SAVANNAH BROOKS II
SEE RIGHT-OF-WAY NOTES ON SHEET 2
LOT 1 2.22 Acres 96,679 Sq. Ft.
LOT 2 2.56 Acres 111,691 Sq. Ft.
LOT 3 5.68 Acres 247,330 Sq. Ft.
LOT 4 5.84 Acres 254,373 Sq. Ft.
LOT 5 2.65 Acres 115,572 Sq. Ft.
DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY 1.51 Ac., 65,910 Sq. Ft.
OUTLOT 1 0.83 Acres 36,297 Sq. Ft. DEDICATED TO THE PUBLIC FOR STORMWATER MANAGEMENT PURPOSES AND ENVIRONMENTAL CORRIDOR
L1 L2 L3 L4 L5 L7 L8 L9 L10 L11 L12
C1 C2
R/W
GRAPHIC SCALE, FEET
0 150 300 600
SURVEY LEGEND
PUBLIC LAND CORNER AS NOTED
FOUND ¾" ø IRON ROD
FOUND 1-¼" ø IRON ROD
FOUND MASONRY NAIL
SET MASONRY NAIL
SET ¾"ø x 18" IRON ROD, 1.5 Lb./Ft.
GENERAL NOTES:
1. Bearings are referenced to the Wisconsin County Coordinate Reference System, Dane County, (WCRS NAD 83/2011, Dane), the west line of the Northwest Quarter of Section 4, T8N, R10E, bears S01°58'20"W.
2. See sheet 2 of 10 for lot dimension label numbering and proposed easement general locations.
3. See sheet 3 and 4 of 10 for watermain easement details.
4. See sheet 5 of 12 for sanitary sewer easement details.
5. See sheet 6 of 12 for gateway sign and access detail.
6. See sheet 7 of 12 for for storm water easement detail.
7. See sheet 8 of 12 for vision corner detail and curve table.
8. See sheet 9 of 12 for details 1, 2 & 3, Line and Record Line Table.
9. See sheet 10 of 12 for and existing easement and restriction information and proposed easement locations.
10. See sheet 11 of 12 for Curve Table and Record Curve Table.
11. See sheet 12 of 12 Surveyor's Certificate, Owner's Certificate, the Village of DeForest Approval Certificate, Wisconsin Department of Administration approval certificate and the Dane County Register of Deeds Certificate.
12. In accordance with s. 236.34(1)(ar)(1), Wis. Stats., ordinance number 2023-032 was adopted by the Village of DeForest on October 24,2023, allowing for the creation of more than 4 parcels on a certified survey map.
13.
02/07/2024
MARC A. LONDO LIC. #2696-008 BARABOO, WI WISCONSIN LAND SURVEYOR
SURVEYED FOR: Luke Stauffacher Cadcade Dev. LLC 5150 High Crossing Blvd. Madison, WI 53718
C.S.M. No. Doc. No. Vol. Page
SHEET 1 OF 12
Job #: 230153
Date: 2/2/2024
Rev: MM/DD/YYYY
Drafted By: mlon
Checked By: wbul
vierbicher planners | engineers | advisors
M:\Cascade Development\230153_DeForest Savannah Brooks Mixed-Use Campus\CADD\230153 - CSM.dwg by: mlon 02 Feb 2024 - 3:42p
©Vierbicher Associates, Inc.

Savannah Brooks

Exhibit A: Commercial Permitted Uses

Permitted Uses in 'Commercial' Use Areas and Where Otherwise Spcified in this FDP

(This list does not prohibit the Village Planning and Zoning Commission from recommending and the Village Board from approving some other or additional uses for any lot or parcel within the retail/office/service lots governed by the FDP, if such other or additional uses are within the scope of uses to be allowed on these lots as described generally within the text of the FDP, even though not listed below):

Accessory uses, including but not limited to, the following:

a. Signs as regulated by this FDP
b. Temporary buildings for construction purposes, for a period not to exceed the duration of such construction
c. Drive-thru or drive-up facilities if accessory to a permitted use

Principal Use

Antique shops
Art galleries and museums
Art and school supply stores
Artisan studio
Auction rooms
Banks and financial institutions
Barbershops
Beauty parlors and spas
Bicycle sales, rental and repair establishments
Blueprinting and photostating establishments
Book, magazine and stationery stores, not including adult entertainment establishments
Brewpubs
Brewery
Business machine sales and service establishments
Camera and photographic supply stores
Candy and ice cream stores
Carpet and rug stores
Car washes
Catering establishments
China and glassware stores
Churches
Civic or governmental buildings
Clothing and costume rental stores
Clothing stores
Coin and philatelic stores
Convenience stores, including gas stations and/or car washes, and including liquor, wine or beer sales, including, but not limited to, gasoline, diesel, ethanol, natural, hydrogen or other gases, electrical recharging, or any other fuels or energy sources developed now or in the future for transportation use
Data processing centers
Day Care Centers, including those for children, the elderly and persons with disabilities
Department stores, including but not limited to, discount or club stores
Distillery
Drugstores
Dry goods stores
Dry cleaning and laundry establishments
Educational or training centers and schools
Emergency electric generator
Employment agencies
Film developing and processing
Fitness Studio
Florist shops and conservatories
Food stores – including, supermarkets, discount food and/or club stores, grocery stores, meat stores, fish markets, bakeries, and delicatessens
Furniture sales
Gas stations, including convenience stores and car washes, and further including liquor, wine or beer sales, including, but not limited to, gasoline, diesel, ethanol, natural, hydrogen or other gases, electrical recharging, or any other fuels or energy sources developed now or in the future for transportation use
Gift shops
Hardware stores
Health clubs
Hobby shops
Hockey Rink
Hospitals
Hotels and lodging
Interior decorating shops
Institutional residential uses, including retirement homes, assisted living facilities, nursing homes, hospices, convalescent homes, limited care facilities, rehabilitation centers and similar uses
Jewelry stores, including watch shops
Leather goods and luggage stores
Libraries
Liquor, wine and beer stores
Locksmith shops
Massage therapy
Meat markets
Medical, dental and optical clinics
Musical instrument sales and repair
Nursery schools
Offices, business, non-profit and professional
Optical sales
Outdoor eating or seating areas of restaurants or taverns
Outdoor entertainment including musicians, food trucks, craft

fairs, farmers markets, etc.
Outdoor recreational facilities
Paint and wallpaper stores
Parking facilities, accessory, open or garages and structures, for the storage of private passenger automobiles and light trucks only, when located elsewhere than on the same zoning lot as the principal use served
Parking lots, open, or garages and structures, non-accessory and publicly or privately owned and operated, for the storage of private passenger automobiles and light trucks only
Personal computers and home electronics, sales and service
Phonograph, record, and sheet music stores
Photography studios, including the development of films and pictures when conducted as part of the retail business on the premises
Physical culture and health services and reducing salons
Physical fitness and other similar type recreational facilities
Picture framing
Printing and publishing establishments, including letter press, business cards, mimeographing and other similar job printing services
Post offices
Public service signs
Public utility and public service uses as follows:
Electric substations
Radio and television towers incidental to the principal use
Sewerage system lift stations
Telephone exchanges, microwave relay towers and television
transmission equipment buildings
Water pumping stations and water reservoirs
Radio and television studios and stations
Recording studios
Recreational buildings and community centers
Recreational equipment stores, including exercise and hunting, fishing and sports equipment
Reproduction processes, including printing, blueprinting, photostating, lithographing, engraving, and stereotyping
Research and development activities and testing laboratories ancillary to a principal office use
Residential Units (Replat Lot 5 only)
Restaurants, except adult entertainment taverns
Schools—music, dance, business or trade
Shoe stores
Sporting goods stores
Tailor shops
Taverns, not including adult entertainment establishments
Telecommunications centers and facilities
Theaters, indoor
Tobacco shops
Toy shops
Travel bureaus and transportation ticket offices
Variety stores
Veterinary clinics
Video rental establishments not including adult entertainment establishments
Wearing apparel shops

.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AFFECTING THAT PORTION OF LOT 118, SAVANNAH BROOKS, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN, CONSISTING OF LOT 1, CERTIFIED SURVEY MAP NO. ____.

Savannah Brooks, LLC, a Wisconsin limited liability company (the "Developer"), and owner of the real estate in the Village of DeForest, Dane County, Wisconsin, which has been platted as (a) Lots 1 and 2, Certified Survey Map No.12998, and (b) the lands located within two hundred (200) feet of said Lot 1, being a part of Lots 2 and 4, Certified Survey Map No. 12998, all being a part of Lot 118, Savannah Brooks, Village of DeForest, Dane County, Wisconsin, hereby declares that such real property is subject to the following covenants, restrictions and easements, and that all of such lands are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and easements set forth herein:

ARTICLE 1

Definitions

For purposes of this Declaration, the following terms shall be defined in the following manner:

1.1. "Developer" shall mean Savannah Brooks, LLC, and its representatives, successors and assigns.

1.2. "Owner" shall mean the record owner of fee simple title to Lot 1, Certified Survey Map No. 12998, Village of DeForest, Dane County, Wisconsin, whether one or more persons or entities, except that as to any such land which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3. "Restricted Property" shall mean the real estate described as (a) Lot 1, Certified Survey Map No. 12998, and (b) the lands located within two hundred (200) feet of said Lot 1, being a part of Lots 2 and 4, Certified Survey Map No. 12998, all being a part of Lot 118, Savannah Brooks, Village of DeForest, Dane County, Wisconsin.

1.4. "Owner's Property" and "Lot 1" shall mean Lot 1, Certified Survey Map
No. 12998, Village of DeForest, Dane County, Wisconsin.

1.5. "Approving Authorities" shall mean (a) the Developer (or in the event that Developer assigns its rights hereunder pursuant to section 6.2 hereof, then to the record owner(s) of the portions of the Restricted Property which are not part of the Owner's Property), and (b) the Owner.

1.6 "Lot 2" shall mean Lot 2, Certified Survey Map No12998, Village of
DeForest, Dane County, Wisconsin.

1.7 "Lots" shall mean, collectively, Lot 1 and Lot 2.

1.8 "Lot 2 Owner" shall mean the record owner of fee simple title to Lot 2, Certified Survey Map No. 12998, Village of DeForest, Dane County, Wisconsin, whether one or more persons or entities, except that as to any such land which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

ARTICLE 2

Architectural Control and Stormwater Management as to Owner's Property

2.1. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on the Owner's Property, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Design Review Committee ("Committee"), for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof design and pitch, location of improvements, and amount, quality and nature of landscaping, prior to commencement of any construction. No buildings or other improvements may be constructed, erected or placed on Owner's Property other than in accordance with the approved documents. This section shall not apply to minor changes to any approved plan which do not have material significance.

2.2. The plans, specifications, site, grading and landscaping plans must be submitted to the Design Review Committee ("Committee") for approval in writing by a majority of the members of said Committee, which approval shall not be unreasonably withheld. The Committee shall initially consist of two persons, being:

(a) an architect licensed to practice architecture in the state of Wisconsin designated by the Developer, and having at least five (5) years experience in designing commercial buildings; and

(b) an architect licensed to practice architecture in the state of Wisconsin designated by Owner, and having at least five (5) years experience in designing commercial buildings.

In the event that the Committee members identified in (a) and (b) above are unable to agree on any matter to be decided by them under this Declaration, then the Committee members designated under (a) and (b) above shall promptly select a third person to be a Committee member with respect to such deadlocked matter only (the "Third Architect"). The Third Architect shall be an architect licensed to practice architecture in the state of Wisconsin having at least five (5) years experience in designing commercial buildings and have recognized skill and experience with regard to the deadlocked matter. The Third Architect shall sit as a Committee member solely for the purpose of determining the matter as to which a deadlock has occurred. The cost of the Third Architect shall be borne equally by Owner and Developer.

In the event that the members designated under (a) and (b) above are unable to agree upon a Third Architect, then the Committee shall be promptly expanded to a membership of five (5) for the purpose of resolving the deadlocked issue, and the membership shall be determined as follows: (i) the person selected under (a) above; (ii) the person selected under (b) above; (iii) an architect licensed to practice architecture in the state of Wisconsin having at least five (5) years experience in designing commercial buildings selected by Developer; (iv) an architect licensed to practice architecture in the state of Wisconsin having at least five (5) years experience in designing commercial buildings selected by Owner; and (v) an architect licensed to practice architecture in the state of Wisconsin having at least five (5) years experience in designing commercial buildings with recognized skill and experience with respect to the deadlocked matter, who shall be selected by the members referred to in (iii) and (iv) above. The matter shall be resolved by majority vote of the expanded Committee, and the member selected under (v) above shall be the chair of the meeting and vote on any matter. The cost of the members designated under (iii), (iv) and (v) above shall be shared equally by Owner and Developer.

Any members of the Committee may be requested by the Owner or Developer to sign a confidentiality agreement in order to serve. The Owner and Developer may attend any Committee meeting.

2.3. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof design and pitch, location of improvements and amount, quality and nature of landscaping, including but not limited to, any exterior remodeling, shall be made within the Owner's Property, without the prior written approval of the Committee, which shall not be unreasonably withheld. This section shall not apply to minor changes to any approved plan which do not have material significance.

2.4. The elevation of the Owner's Property shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots, without the approval of the Committee.

2.5. No building previously erected elsewhere may be moved onto Owner's Property, except for new prefabricated construction which has been approved by the Committee, in its discretion, or temporary construction offices or storage buildings for use during construction of the buildings on Owner's Property.

2.6. Unless waived by the Committee, all driveways and parking lots on the Owner's Property must be paved with concrete or asphalt.

2.7. Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Owner's Property except where approved in writing in advance by the Committee, in its sole discretion.

2.8. All areas of Owner's Property not used as a building site or lawn shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. Owner's Property shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

2.9. Except to the extent that this prohibition is limited by federal or state laws or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Owner's Property unless approved in writing in advance by the Committee, including approval of the location, material, height, size and color thereof. Notwithstanding the foregoing prohibition on solar panels, solar panels may be added to the building(s) on the Owner's Property in the future, after the completion of the initial building, provided they are constructed and installed in a visually attractive

manner which is architecturally compatible with the building(s) on the Owner's Property, and provided that all structural components, electrical wiring, plumbing and other components accessory to the solar panels themselves are screened from view.

2.10. The elevation of any utility easement within the Owner's Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such changes shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

2.11. Owner's Property shall not be re-subdivided, except with the approval of the Committee. No boundary line within the Owner's Property shall be changed, except with the approval of the Committee.

2.12. No swale or drainage way within the Owner's Property, whether established by easement or not, which is in existence at the time of development on Owner's Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale or drainage way, and no structure, planting or other materials shall be placed or permitted to remain within any such swale or drainage way.

2.13. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, or any other matters which must be submitted to the Committee, within thirty (30) days after the same have been submitted to the Committee in writing, then such approval shall be deemed granted in such instance.

2.14. In exercising any authority under Article 2 of this Declaration, the Committee shall act in accordance with the following standards:

(a) to assure the most appropriate development and improvement of the Owner's Property;

(b) to protect all owners of adjoining lands against improper uses by Owner;

(c) to preserve the beauty of the Owner's Property;

(d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;

(e) to encourage and secure the erection of attractive buildings, and which are properly located upon the lot in accordance with its topography and finished grade elevation; and

(f) to provide for high quality improvements which will protect the investments of purchasers of other lots.

2.15. The Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Committee.

2.16. The Owner shall comply with the following requirements with respect to the provision of stormwater management facilities on the Owner's Property:

Rain gardens and/or infiltration basins designed in accordance with DNR Technical Standards and sized to infiltrate the first half-inch of rooftop runoff on the Owner's Property shall be installed and maintained by Owner at all times on Owner's Property. In addition, non-residential rooftop runoff infiltration systems will be designed and installed at the time of development of Owner's Property on such Property, and maintained thereafter at all times by Owner. Further, Owner shall design and install, and maintain thereafter at all times, stormwater facilities to trap oil and grease in the first 0.50 inches of runoff on Owner's Property. Owner shall be responsible for the design, installation, maintenance, permitting and approval of the stormwater management features required by this section, including the cost thereof, and including any required approvals by the Village of DeForest, Dane County Land Conservation, Capital Area Regional Planning Commission and/or Wisconsin Department of Natural Resources. Compliance with the requirements of this paragraph will be reviewed by the Developer as part of the site plan and landscaping design review under this Article 2 and may be enforced thereafter by Developer as a requirement of the Declaration, including the obligation to install and maintain the stormwater management features.

2.17. The provisions of this Article 2 shall apply only to the Owner's Property and shall not apply to or affect that portion of the Restricted Property which is not within the Owner's Property, nor to the remainder of Lot 2.

2.18 Notwithstanding any provisions in this Declaration to the contrary, after the construction of a building that has been approved by the Committee, no further approvals are required by the Committee unless Owner makes substantial changes to the building.

ARTICLE 3

Restrictions as to Restricted Property

3.1. The following uses or activities shall not be permitted within the Restricted Property at any time, without the express written consent of all of the Approving Authorities, set forth in an instrument in recordable form and recorded in the Office of the Dane County Register of Deeds, as defined below:

A. Any manufacturing, distilling, refining, smelting, agricultural or mining operation, except for (i) manufacturing incidental to another principal use, (ii) agricultural activities prior to development by the final user of the parcel, and (iii) extraction of soil, clay or minerals from the parcel for the purpose of preparing such parcel for sale, development or construction.

B. Mini-storage warehouses or storage warehouses, but this shall not prohibit storage facilities incidental to the principal use of a parcel.

C. Mobile home parks, trailer courts, labor camps, junk yards, or stockyards, provided, however, that this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.

D. Any dumping, disposition or incineration of garbage or refuse, provided, however, that this prohibition shall not be applicable to garbage or refuse handling equipment incidental to the principal use of the parcel if properly screened.

E. Any establishment which, (a) as any part of its business on the parcel, exhibits, furnishes or sells what is commonly known as "adult entertainment", including, but not limited to, nude dancers or wait staff, or sexually-oriented massages, or (b) as any substantial part of its business on the parcel, exhibits, furnishes or sells obscene materials or sexually oriented devices or appliances.

F. Any establishment selling or exhibiting illegal drug-related paraphernalia.

G. Any flea market.

H. Any animal boarding facility, kennel or run, except that such activity shall be permitted if it (a) is incidental to a veterinary hospital or clinic, or pet shop, and (b) is located indoors.

I. Residential uses, including, but not limited to, single family dwellings or multi-family buildings, except that this paragraph shall not prohibit hotels, motels, hospitals, clinics, hospices and nursing or other specialized care facilities, or resident caretakers.

ARTICLE 4

Unified Business Center Signs for Owner and Developer

4.1. Each Unified Business Center Sign to which the Owner shall have usage rights at the Savannah Brooks Business Park shall be identified, and contain the attributes described, hereafter.

Unified Business Center Sign #1 is identified as follows: The sign structure shall be located in the area designated as "Unified Business Center Sign #1" on the Site Plan attached hereto as Exhibit A, and the identification panel designations and dimensions are shown on the Sign Exhibit, Exhibit B hereto. Exhibit B will be recorded as an addendum to this instrument and the signs shown thereon shall meet the Village dimensional requirements for such signs as reflected in the Village sign ordinance and the Final Development Plan.

Unified Business Center Sign #2 is identified as follows: The sign structure shall be located in the area designated as "Unified Business Center Sign #2" on the Site Plan attached hereto as Exhibit A, and the identification panel designations and dimensions are shown on the Sign Exhibit, Exhibit B hereto. Exhibit B will be recorded as an addendum to this instrument and the signs shown thereon shall meet the Village dimensional requirements for such signs as reflected in the Village sign ordinance and the applicable Final Development Plan.

4.2. Developer shall cause the foregoing Unified Business Center Signs to be constructed in the locations designated on the Site Plan in accordance with the design

criteria set forth in the Sign Exhibit on or before such date as is established for completion of such Unified Business Center Signs pursuant to the Site Development Agreement between Developer and Owner. Developer shall cause the identification panel for the Savannah Brooks Business Park to be attached to each Unified Business Center Sign, and Developer and Owner shall cause their respective panels to be attached to the Unified Business Center Signs when desired. If the name of the Savannah Brooks Business Center is located on a Unified Business Center Sign, the space devoted to such name shall be considered an identification panel belonging to the Developer. Owner shall have the top position on each Unified Business Center Sign with each panel of Owner to be 3-feet by 10-feet in size (30 square feet), except that in the event that the Developer places an identification panel on a Unified Business Center Sign identifying the Savannah Brooks Business Park, then the panel for Owner shall be placed immediately below such Business Park sign. Each party shall cause the identification panel(s) (including any backlit lighting) of its occupant(s) attached to or forming a part of a Unified Business Center Sign to be installed (including connection to the power source provided), maintained and/or replaced at its sole cost and expense pursuant to all federal, state and local laws, ordinances and regulations, in a safe condition and in a good state of repair. All sign panels and replacements shall be attractive and not contain any offensive material. In the event a party elects not to attach an identification panel to a Unified Business Center Sign when initially constructed, but later decides to have its occupant's identification panel attached thereto, then the party making such later decision shall pay all costs, regardless of nature or origin, necessary to permit the attachment of the identification panel to the Unified Business Center Sign; provided however, that none of the previously attached identification panels on such Unified Business Center Sign shall be required to be modified or relocated in order to permit the attachment of such additional identification panel. The Parties shall approve the design of the sign structures shown on the Sign Exhibit, along with any identification panels shown on said Exhibit B, and which shall be recorded hereafter.

4.3. Developer shall be responsible for the construction, installation, maintenance and operation of the Sign Structures, other than the panels and backlighting of Owner's panels. Owner shall be responsible for it's pro rata share of the cost of construction, installation, maintenance and operation of the Sign Structures, other than the matters for which it is solely responsible. Developer shall bill the Owner for Owner's share of the prorated cost of construction, installation, operation and maintenance of the Sign Structure at least annually, and Owner shall pay such sum to Developer within 30 days after receipt of the statement, and interest at the rate of 12% per annum shall accrue thereon after such sum become delinquent. Any sum not paid may be enforced by a maintenance lien by Developer, and Developer may recover any costs of collection of such sum, including reasonable attorney fees. Owner's share shall be calculated by multiplying the total costs by a fraction in which the numerator is the number of square inches in Owner's sign panels, and the denominator is the number of aggregate square inches in all of the sign panels of all parties on such Sign Structures.

ARTICLE 5

Joint Access Easement for Lots 1 and 2 of CSM No. 12998

5.1 Each of the Owner and the Lot 2 Owner (each a "Lot Owner" and collectively, the "Lot Owners") and their successors and assigns, is granted, for the benefit of each such Lot Owner, a perpetual, reciprocal right, privilege and easement, in common, appurtenant to and located on a portion of the common boundary line of said Lots, across, on and over an access easement having a width of 66 feet and located at the place shown on Certified Survey Map No. 12998 as "joint access easement", and incorporated by reference herein, for pedestrian and vehicular ingress and egress to and from said Lots. The foregoing easement is solely for the use of each such Lot Owner, and their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, and except for the Lot Owners and the aforesaid authorized persons, the easement granted hereby shall be exclusive, subject to any utility or other easement shown on the Plat of Savannah Brooks or on Certified Survey Map No. 12998, or otherwise referred to herein, with respect to such access easement Owner and the Lot 2 Owner shall be permitted to use the portion of such access easement on such Lot Owner's lot for underground utilities, including customary ground-mounted or ground level appurtenances which do not interfere with the use of the easement for ingress and egress purposes, including shut-off valves, manholes and similar appurtenances. All Lot Owners and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the foregoing easement with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easement. No building shall be erected upon or placed on such easement. Any utility construction or maintenance work which disturbs or damages an improvement within such ingress or egress easement shall be repaired or restored to as near the

original condition as possible by the parties responsible for such construction or maintenance work.

5.2 The driveway within the easement established under section 5.1 above shall be initially constructed by the Owner, in accordance with plans and specifications prepared by the Owner, subject to the approval of the Lot 2 Owner, which will not be unreasonably delayed or withheld, and in accordance with all applicable laws, ordinances and regulations, in a workmanlike manner. Before the commencement of the driveway construction, the Owner shall provide to the Lot 2 Owner, three (3) bona fide bids for the construction of such driveway, and the bid selected by the Owner shall be subject to the approval of the Lot 2 Owner, which approval shall not be unreasonably delayed or withheld. The expense of such construction with respect to the driveway shall be equally-divided between the Lot Owners. Subject to severe adverse weather conditions, strikes or other force majeure conditions, for which reasonable additional time shall be allowed, the driveway construction provided for herein shall be completed by the earlier of December 31, 2011, or thirty (30) days prior to the opening for business of the first business on either Lot 1 of Lot 2 (provided that the Lot 2 Owner shall provide the Owner with reasonable advance written notice of any opening of a business on Lot 2). The Lot 2 Owner will reimburse the Owner for the sums due hereunder within thirty (30) days following receipt of statements for such costs from the Owner, accompanied by written evidence of acceptance of such work by the Owner in accordance with the approved plans, and lien waivers confirming payment of all contractors, subcontractors and material providers associated with such work. Any delinquent amounts shall bear interest at the rate of 12% per annum, and the delinquent party shall be responsible for any costs of collection of any delinquent obligations, including actual attorney fees and court costs.

5.3 The Lot Owners shall coordinate any construction within the easement provided for in this article to reasonably avoid disruption to the activities or construction by Lot Owner to the extent reasonably possible. During any period of construction under any easement provided in this article, the Lot Owner performing such construction work shall have a temporary construction easement of twenty (20) feet in width along and on either side of the permanent easement, for construction and access purposes only, for the limited period of such construction, and the area of the temporary construction easement shall be restored at the expense of the Lot Owner conducting such work in a prompt and workmanlike manner, in accordance with all applicable laws and regulations.

5.4 All maintenance, replacement and repairs for the driveway described in section 5.1 shall be the obligation of the Owner, with the Owner being responsible for 50% of the cost thereof, and the Lot 2 Owner being responsible for 50% of the cost thereof (except that the Owner shall be responsible for all of such costs until such time as construction of a building on Lot 2 commences). The Owner shall be responsible for any real estate taxes or other governmental imposition relating to that portion of Lot 1 underlying the easement granted herein, and the Lot 2 Owner shall be responsible for any real estate taxes or other governmental imposition relating to that portion of Lot 2 underlying the easement granted herein. The obligation for maintenance, replacement and repairs of the aforesaid easement shall be performed in a prompt and timely manner, and shall include, without limitation:

1. Maintaining the driveway in good order and repair, with the type of surfacing materials originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and

2. Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition; and all of which shall be performed in a manner and within a time period which is consistent with generally accepted standards for the maintenance of large commercial retail centers with shared driveways in the City of Madison, Dane County, Wisconsin. The party conducting the maintenance, replacement and repair work will bill the party responsible for reimbursing such party for 50% of the actual, reasonable cost thereof, as provided above, at least annually, but not more often than monthly, and such billings shall be due and payable thirty (30) days after receipt of the billing statement, but, with respect to any statement relating to maintenance, replacement and repair work costing in excess of $10,000.00, any such statement shall be verified by providing at least two (2) competitively obtained bids from parties other than the billing party or its affiliates verifying that such charges are reasonable. Any delinquent amounts shall bear interest at the rate of 12% per annum on the delinquent balance, and the delinquent party shall be responsible for any costs of collection of any delinquent obligations, including actual attorney fees and court costs. Any unpaid amounts shall also be eligible to be recorded as a maintenance lien as provided by law against the benefitted land of the delinquent party. In the event that the Owner shall default on the maintenance obligations hereunder, and such default shall continue

after written notice of default of not less than ten (10) days duration from the Lot 2 Owner, then the Lot 2 Owner may perform such delinquent maintenance work and bill the Owner for 50% of the cost thereof in accordance with the procedure set forth in this section 5.4, which shall be paid by the Owner within thirty (30) days after receipt of such statement; any delinquent sums shall bear interest at the rate of 12% per annum and the Owner shall be responsible for any costs of collection including reasonable attorney fees or costs.

5.5 Each Lot Owner shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of the access easement. All insurance required by this section shall be in an amount of not less than $2,000,000.00 with respect to any one death or bodily injury, and in an amount of not less than $250,000.00 with respect to property damage from any one occurrence. Each Lot Owner subject to this instrument shall provide the other Lot Owner of all or any part of the Lots, or its or their successors or assigns, with an appropriate certificate of insurance showing the required coverage, which coverage cannot be canceled without thirty (30) days prior written notice to the party to whom the certificate is delivered. The Lot Owners may jointly agree to increase the minimum public liability coverage required herein by a reasonable amount from time-to-time after three (3) years from the date hereof to reflect the effects of inflation and general commercial practices.

5.6 Any award resulting from taking or condemnation of any portion or all of the access easement will be distributed among the Lot Owners in equal shares, except to the extent that the use of such funds is necessary to replace the taken portion of such easement to as near the original condition as is possible, in which event such funds shall be held in trust by the recipient or its successors or assigns for the benefit of the Lot Owners, and used for such purpose only.

5.7 Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of the access easement referred to herein to the general public or to any public purpose whatsoever. The Lot Owners, by written agreement of all of the Lot Owners, shall have the right to temporarily close all or any portion of the access easement to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any other person or to the public therein.

ARTICLE 6

General Provisions

6.1. The Developer may elect to assign the Developer's rights as an Approving Authority, as a member of the Committee, or any other rights of Developer herein, to one or more of the owners of real property within the Restricted Property, to an affiliate of Developer, to Owner, to any other owner within the Savannah Brooks Business Park, or to any other person entity managing or owning all or any part of the Savannah Brooks Business Park, as determined by Developer, in its sole discretion.

6.2. Articles 2, 3, 4, 5 and 6 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Restricted Property, Lot 2 or the Owner's Property, or the Developer, as the case may be, for a period of thirty (30) years after this instrument is recorded (or perpetually as to easements provided for herein that are designated as perpetual), after which time Articles 2, 3, 4, 5 and 6 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same are canceled as provided in Section 6.3 below. If any person, or his, her or its, heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Articles 2, 3, 4, 5 and 6 hereof, while Articles 2, 3, 4, 5 and 6 hereof are effective, the Developer (or its successors), or any person or persons owning any portion of the Lots, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these restrictions shall be liable for all costs of removing any such violation. The Developer or Approving Authorities shall not be required to take any action hereunder.

6.3. Any provision of Articles 2, 3, 4, 5 or 6 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the Restricted Property, Lot 2 or Owner's Property subject to this Declaration by an instrument signed by all of the Approving Authorities, and also, in the case of Article 4 hereof, by the Developer or its assignee, provided however, that (a) the Lot Owners may cancel, release, amend or waive the terms and provisions set forth in Article 5 hereof by an instrument signed by the Lot Owners only, without any consent or signature required from the Developer or any other third party (other than the Village of DeForest), and (b) the Lot Owners may not cancel, release, amend or waive the terms and conditions set forth in Article 5 hereof (and any definitions in Article 1 hereof which affect Article 5) without the written consent of the Village of DeForest.

6.4. Invalidation of any one of these restrictions or any severable part of any restriction, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

6.5. This instrument shall be governed by and construed in accordance with the laws of the state of Wisconsin.

6.6. Notice is hereby given to all owners of lots within the Savannah Brooks development that the Savannah Brooks development contains extensive lands which are subject to a conditional use permit ("CUP'? issued by the Village of DeForest to the developer to conduct mineral extraction operations during the period ending December 31, 2030. The mineral extraction operations will involve crushing and screening operations, and the use of heavy trucks and equipment Materials may be used within the Savannah Brooks development or trucked to other locations for use by others. The specific terms of the CUP, including the map of the area subject to such permit, can be obtained from the developer, Savannah Brooks, LLC, or from the Village of DeForest zoning administrator at the Village Hall. The conduct of mineral extraction operations within the Savannah Brooks development may involve noise, dust, vibration, and truck traffic.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 13 day of ___
.

SAVANNAH BROOKS, LLC

By:_____

Donald C. Tierney,
President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this ___ day of __, 2015, before me, a Notary Public, personally appeared Donald C. Tierney to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Savannah Brooks, LLC, as the President thereof.

_____
Notary Public, State of Wisconsin

My Commission:

This document drafted by Michael J. Lawton.

Savannah Brooks

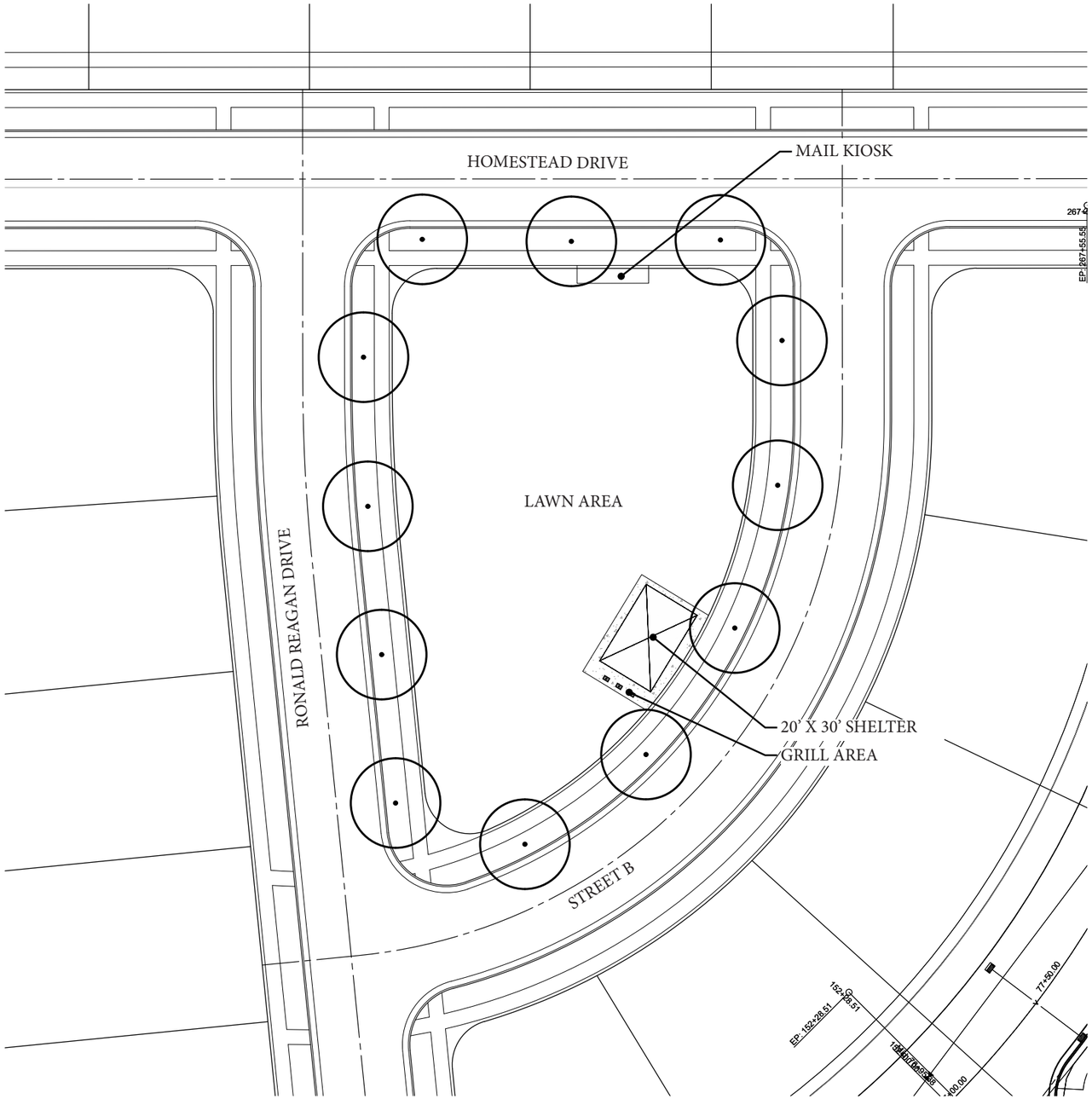



Exhibit C: Park Concept Plan