

**AMENDMENT TO  
SIMULTANEOUS EXCHANGE AGREEMENT**

This Amendment is made and entered into by and between REGENCY HILLS-VILLAGE GREEN, LLC, ("Regency Hills") and NORTHERN OZAUKEE SCHOOL DISTRICT (the "District").

**RECITALS**

WHEREAS, Regency Hills and the District entered into a Simultaneous Exchange Agreement (the "Agreement") on January 10, 2006 and attached hereto as Exhibit "H"; and

WHEREAS, Regency Hills and the District are desirous of amending certain portions of that agreement;

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the parties do hereby agree to the following Amendments:

1. **RECITALS:** Original Exhibit "A", Lands to be Transferred is hereby deleted and replaced with the attached Exhibit "A", Lands to be Transferred; Original Exhibit "B", the legal description of the lands to be transferred from Regency Hills Development to Tax Key No. 04-026-03-003-001.00 is deleted and replaced with the attached Exhibit "B", legal description of the lands to be transferred from Regency Hills Development to Tax Key No. 04-026-03-003-001.00 and the Original Exhibit "C", lands to be transferred from tax key no. 04-026-03-001.00 to Regency Hills Development Corp. is deleted and replaced with the attached Exhibit "C", lands to be transferred from tax key no. 04-026-03-001.0 to Regency Hills Development Corp.

Exhibit "E" – Overall Detail Sheet has been added to the exhibits. This exhibit is the front page of the Final Plat and accurately reflects the lot and Outlot numbering.

2. Page 4, Item 9.A – delete the existing paragraph and insert the following:
  - A. The storm water and drainage system will be designed, graded and installed per the Village Green Storm Water Management plan dated July 12, 2006, prepared by Losik Engineering Design Group, so that the storm water and surface water is retained on site within the subdivision. The one exception shall be the 2.56 acres (Area P-5UNDETEAST), defined in the referenced Storm Water Management Plan dated July 12, 2006 and attached hereto as Exhibit "T". This area will drain to the existing wetland located partially on the school property, as shown on the Storm water Management Plan.

3. Page 4, Item 9.B – delete the existing paragraph and insert the following:

- B. Sanitary sewer, water and storm sewer conveyance facilities and storm water management basins shall be placed within the Subdivision street right-of-ways, lots and outlots.

The storm water management facilities for the Village Green Subdivision shall be designed to contain and treat storm water runoff from the 10.4 acre property being conveyed to the School District, except for the existing wetlands and adjacent low lying areas that cannot feasibly be conveyed to the subdivision storm water management facilities. The storm water management facilities shall be designed in accordance with current Village of Fredonia and Wisconsin Department of Natural Resources standards. Easements appropriate to the conveyance of storm water from the proposed school to the area storm water basin in the subdivision shall be placed upon the final Plat of Village Green.

For storm water management design purposes the following shall be assumed to be the developed condition for the 10.4 acres:

75,000 square feet of building roof surface

100,000 square feet of impervious paved surface (parking, drives, play area, sidewalks, etc.). The remainder of the site is to be green space (lawn, grass pay fields, landscape area, and natural vegetation).

The Village Green Storm Water Management Plan shall specifically include this area in calculations for the subdivision storm water management facilities, and clearly identify that the storm water management facilities for the subdivision are designed to accommodate the development of the future school site as assumed above.

4. Page 4, Item 9.C – Shall be deleted in its entirety.

5. Page 5, Item 9.E – Delete the existing paragraph and insert the following:

Regency shall construct an auxiliary access driveway from Emerald Hills Drive into the property to be retained by the school that is 24' by 140' to be used for emergency and maintenance vehicle ingress and egress. The access drive shall be constructed of gravel in accordance with the standard road specifications for Fire Lane Access and its location and Typical Section is shown on Exhibit "F" attached hereto.

6. Swale Construction. The Developer has agreed to have designed an underground storm water pipe that shall connect to the three -10" culverts currently located in a crossover between the baseball diamond and the track and run east approximately 100 feet to allow for a smooth, even field in that location. The cost of the design, review and approval of the design and installation shall be borne by the Developer

and shall occur as part of the construction of the 1<sup>st</sup> phase of the Village Green Development. The design shall be submitted to the District for their approval prior to construction.

7. Temporary Grading Easements. Temporary Grading Easements as shown on Exhibits "F" and "G" are attached to and made a part of this Amendment for the grading transition between the school property and the Subdivision property. All Temporary Grading activities shall be completed within 12 months of the signing of this Agreement.
8. Final Grading. The graded areas shall be fine graded and include 4" (inches) of topsoil. Prior to the spreading of the topsoil the District shall be notified to inspect and accept the final graded area. After acceptance by the District of the final graded area, 4" (inches) of topsoil shall be spread. The District shall be responsible for supplying and installing the grass seed mixture. The Developer agrees to reimburse the District for the cost of the seed.
9. Changes to Development Plans. Throughout the construction of the Subdivision, the District shall be given prior written notice of any changes relative to District property or any area of the Subdivision abutting District property. Any changes which would affect the amount of storm water entering District property will require the District's prior written approval, not to be unreasonably withheld.
10. Additional Containment. If Developer's activities require any additional retention upon the District property, Developer agrees to bear the financial responsibility of constructing and maintaining such retention facilities.

All other terms and conditions of the Agreement shall remain in full force.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is made and entered into as of the date upon which the last party hereto has executed this Amendment.

Date: 9/6, 2006


REGENCY HILLS-VILLAGE GREEN, LLC

By:   
Its: Member

Address: 5008 Green Bay Road  
Kenosha, WI 53144

Date: \_\_\_\_\_, 2006

NORTHERN OZAUKEE SCHOOL DISTRICT

By:   
Its: Board President

By:   
Its: Board Clerk

Address: 401 Highland Drive  
Fredonia, WI 53201

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