ADDENDUM NO. 1

CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
TO BE ACCEPTED BY THE CITY OF MADISON
MIDPOINT MEADOWS PHASE 1 – STORMWATER MANAGEMENT
CONTRACT NO. 9540
PROJECT NO. 15406

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between VH Midpoint Meadows, LLC., of Madison, Wisconsin, hereinafter the "Developer", and the City of Madison, hereinafter the "City", a municipal corporation located in Dane County, Wisconsin.

Said contract is hereby amended as follows:

Page 17, ARTICLE II – SUPPLEMENTAL CONDITIONS, remove the following section:

H. The Developer shall purchase and install property boundary markers with City Engineering Division Boundary Marker Decals along the boundary of lands dedicated for public stormwater purposes at the sole expense of the Developer. The boundary markers shall be installed at alternating private property corners that abut public lands and/or in locations that are mutually agreeable to the Developer and the City Engineer. Boundary markers shall be Carsonite Dual-Sided Trail Marker 60" Fiberglass, Color: Brown (or approved equal) and shall have a City of Madison Engineering Division Boundary Marker logo decal.

Page 17, ARTICLE II - SUPPLEMENTAL CONDITIONS, add the following sections:

H. The Developer shall purchase and install split rail boundary by the City Engineer per City of Madison Standard Detail Drawings (SDD) along the boundary of lands dedicated for public stormwater purposes at the sole expense of the Developer.

Page 18, ARTICLE II - SUPPLEMENTAL CONDITIONS, add the following sections:

Q. The Developer shall be responsible for installing and maintaining a riprap swale to manage stormwater runoff and erosion from the unfinished Raymond Road Right of Way. The City shall remove this swale and restore the disturbed area as part of planned improvements for Raymond Road, anticipated to begin in 2031.

R. The Upper Wet Detention Basin located in Outlot 2 as shown in the Midpoint Meadows Phase 1 Stormwater Management Plan, sheet 1 of 3, Contract 9540, City Project No. 15406 shall remain under warranty until development adjacent to the site has stabilized and is no longer being used as a temporary sediment basin. Prior to final acceptance and expiration of the warranty the Developer shall submit as as-built of the Upper Wet Detention Pond to the City. The Developer shall be required to dredge the pond for any accumulated sediment, that decreases the storage depth below 7'. The Developer shall be responsible for all WDNR permits/approvals related to this work.

All other terms and conditions of said contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) at Madison, Wisconsin.

VH HILL VALLEY, LLC

BY: Matt Brink 6-15-2026
(signature) Date

Matt Brink
(print name and title of person signing)

BY:_____
(signature) Date

_____
(print name and title of person signing)

CITY OF MADISON, WISCONSIN

BY:_____
Satya Rhodes-Conway, Mayor Date

APPROVED AS TO FORM:

BY:_____
Michael Haas, City Attorney Date

BY:_____
Lydia A. McComas, City Clerk Date

APPROVED:

BY:_____
Eric T. Veum, Risk Manager Date

COUNTERSIGNED:

BY:_____
David Schmiedicke, Finance Director Date