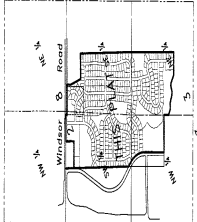


# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 258-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4; part of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4; part of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4; the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 29; and part of the Southwest 1/4 of the Northeast 1/4 of Section 33, all in T19N, R10E, Sec. 28, 29, 30, 33, Town of Windsor, Dane County, Wisconsin.

Doc# 5196369

Sheet 200  
Sheet 201  
SHEET 1 of 8



There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by Sec. 12, Wis. Stats.

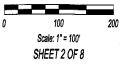
*Kevin M. Don*  
Department of Administration

Dated: June 3, 2015  
Surveyor: **BIRRENKOTT SURVEYING**  
BIRRENKOTT SURVEYING, INC.  
1677 W. BRISTOL STREET  
GOSHEN, WI 53031  
608-637-5483

Developer / Subdivider:  
Bear Tree Farms, Inc.  
Dane County, WI 53033  
608-846-2600

# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 258-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4, part of the Northeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, 11th Range of Windsor, Dane County, Wisconsin.


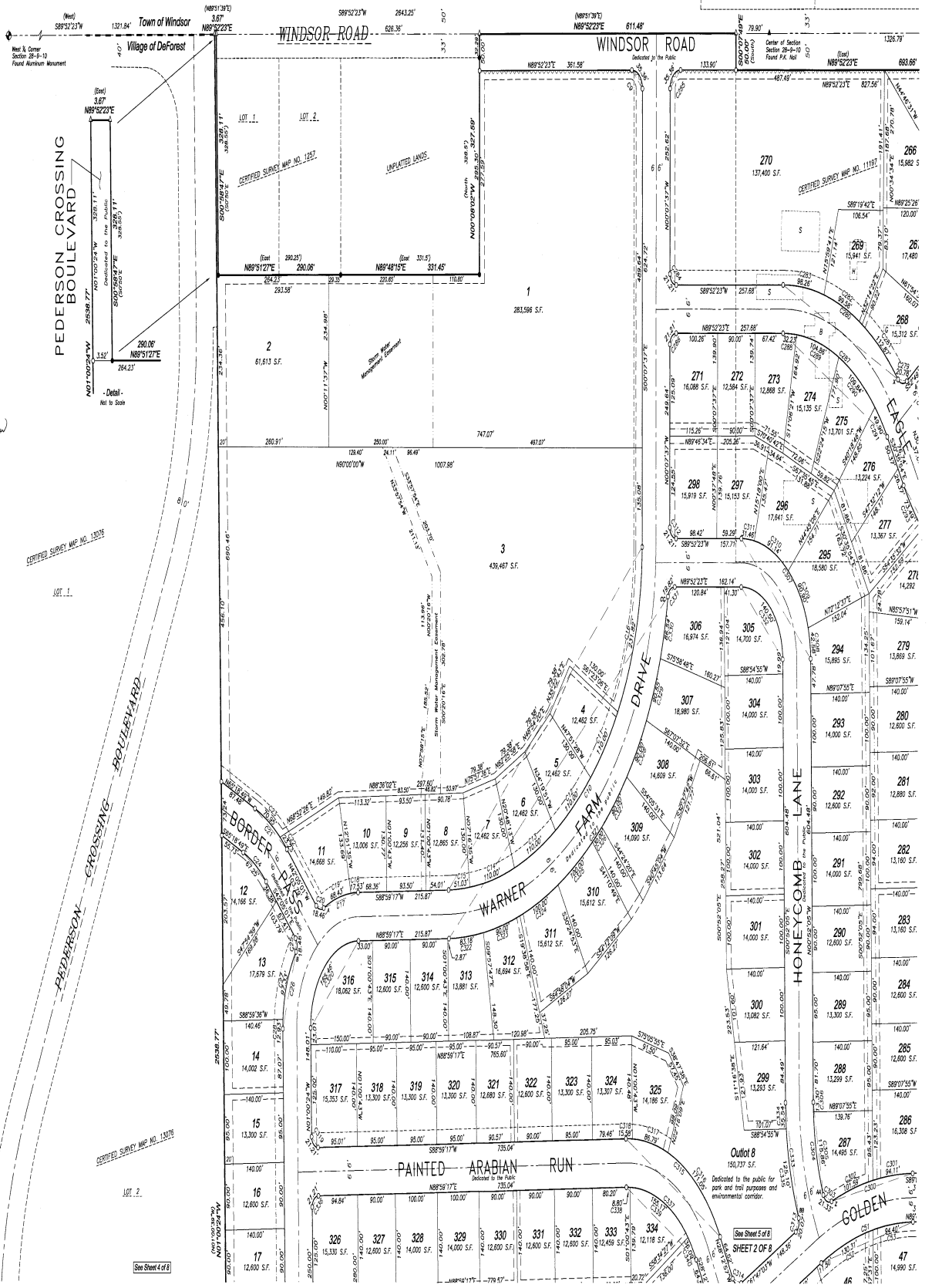
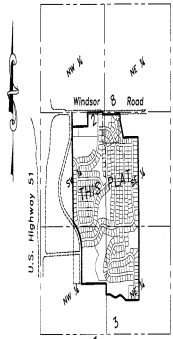


June 3, 2015 Rev. October 14, 2015

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 *October 29, 2015*

*Rebecca J. Dow*  
Department of Administration

- Notes:**
- This survey is subject to any and all agreements and easements of record and those that may have not been recorded.
  - Before any digging, boring, construction, etc., is done on or near the lands in this subdivision, Diggers Notice shall be called at 1-800-742-8511 for the safety and liability purposes for all involved.
  - The lands within this subdivision shall be served by underground utilities.
  - UTILITY EASEMENTS:** No utility pedestals may be constructed along street rights of way without the developer and other servicing utility companies consent.
  - Outlet 1 dedicated to the public for storm water management. Outlets 2, 5, 8 and 8 dedicated to the public for park and trail purposes. Outlets 3 and 4 dedicated to the public for storm water management and trail purposes. Outlet 7 dedicated to the public for municipal purposes. Outlets 1, 2, 3, 4, 5, 6, and 8 to be environmental corridors.
  - All streets within this plot of BEAR TREE FARMS are dedicated to the public.
  - 20-foot storm water management easement also public utility crossing easement. Utility connections between abutting 8-foot public utility easements are allowed to cross storm water management easement only. No utility pedestals, transformers, or other structures allowed within the storm water management easement.

- Legend:**
- = Found 1-1/4" O.D. Iron Pipe
  - = Found 3/4" Rebar
  - ▲ = Found 1-1/4" Rebar
  - = Found 1" Finish Top Pipe
  - = Found 2" Iron Pipe
  - ▲ = Found PK Nail
  - △ = Set Map Nail
  - = 1-1/4" O.D. x 33" Iron Rebar
  - = Set, Weight = 4.303 Lbs/Ft
  - All other Lot and Outlet corners are marked with a 1-3/4" O.D. x 24" Iron Pipe weighing 1.88 lbs./ft.
- = 20' Storm Water Drainage Easement (See Note 7)
  - = 20' Pedestrian/Bike Path Easement
  - = Public Utility Easement (Except as noted)
  - = Conservation Easement
  - = Corporate Boundary
  - = No Vehicular Access
  - = Existing Structure
  - = House
  - = Garage
  - = Barn
  - = Shed

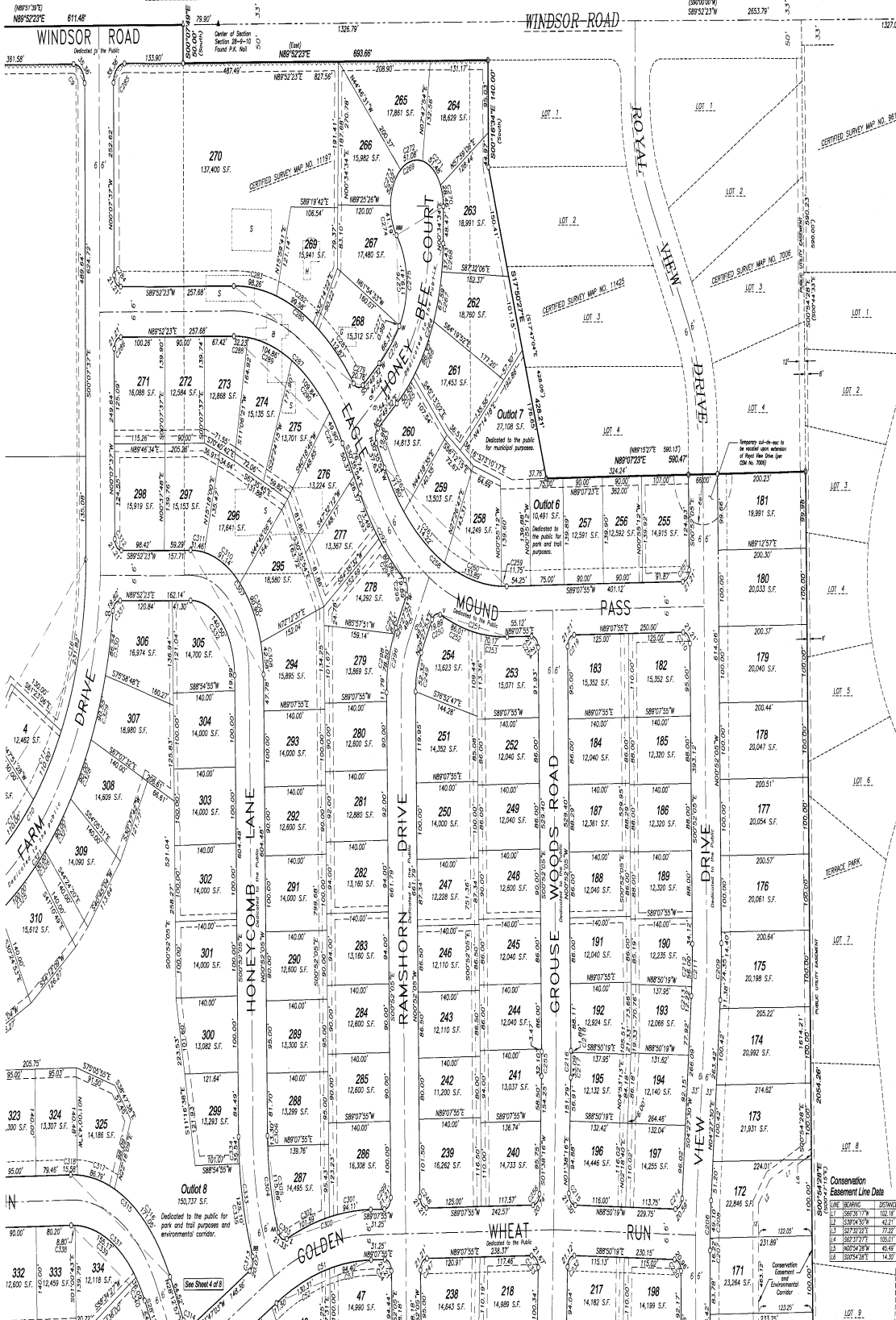
See Sheet 4 of 8

One Sheet of 8  
SHEET 2 OF 8

# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 258-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, 1/4 of the 1/4 of Windsor, Dane County, Wisconsin.

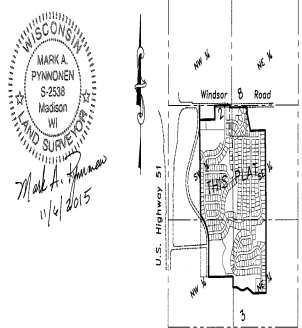
This map is subject to the provisions of the Wisconsin Statutes, Chapter 199, relating to the recording of survey maps.



June 3, 2015 Rev. October 14, 2015

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 a 236.12, Wis. Stats.

Certified *Mark A. Pyanowich*, 2015  
 Department of Administration



- Notes:**
- This survey is subject to any and all agreements and assessments of record and those that may have not been recorded.
  - Before any digging, boring, construction, etc., is done on or near the lands in this subdivision, Dig Safe Hotline shall be called at 1-800-242-8511 for the safety and liability purposes for all involved.
  - The lands within this subdivision shall be served by underground utilities.
  - UTILITY EASEMENTS: No utility pedestals may be constructed along street rights of way without the developer and other servicing utility companies consent.
  - Outlet 1 dedicated to the public for storm water management. Outlets 2, 5, 6 and 8 dedicated to the public for park and trail purposes. Outlets 3 and 4 dedicated to the public for storm water management and trail purposes. Outlet 7 dedicated to the public for municipal purposes. Outlets 1, 2, 3, 4, 5, 6, and 8 to be environmental corridors.
  - All streets within this plat of BEAR TREE FARMS are dedicated to the public.
  - 20-foot storm water management easement also public utility crossing easement. Utility connections between outlots 8-foot public utility easements are allowed to cross storm water management easement only. No utility pedestals, transformers, or other structures allowed within the storm water management easement.

**Legend:**

- = Found 1-1/4" O.D. Iron Pipe
- ▲ = Found PK Nail
- = Found 3/4" Rebar
- △ = Set Map Nail
- = Found 1-1/4" Rebar
- = Found 1" Pinch Top Pipe
- = Found 2" Iron Pipe
- = All other Lot and Outlet corners are marked with a 1-1/4" O.D. x 24" Iron Pipe weighing 1.68 lbs./lin. ft.

--- = 20' Storm Water Drainage Easement (See Note 7)

--- = 20' Pedestrian/Bike Path Easement

--- = Public Utility Easement (Except as noted)

--- = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed

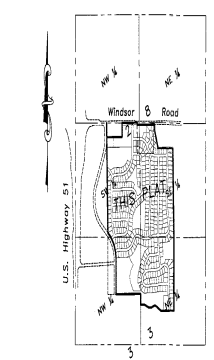
--- = Conservation Easement

--- = Corporate Boundary

--- = No Vehicular Access

- Legend:**
- = Found 1-1/4" O.D. Iron Pipe
  - = Found 3/4" Rebar
  - = Found 1-1/4" Rebar
  - = Found 1" Finch Top Pipe
  - = Found 2" Iron Pipe
  - ▲ = Found PK Nail
  - △ = Set; Mag Nail
  - = 1-1/4" O.D. x 30" Iron Rebar
  - = 1-1/4" O.D. x 30" Iron Rebar
  - = 1-1/4" O.D. x 24" Iron Pipe weighing 1.68 lbs./ft.
- - - - - = 20' Storm water Drainage Easement (See Note 7)  
 - - - - - = 20' Pedestrian/Bike Path Easement  
 - - - - - = Public Utility Easement (except as noted)  
 - - - - - = Conservation Easement  
 - - - - - = Corporate Boundary  
 - - - - - = No Vehicular Access
- - - - - = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed

- Notes:**
- This survey is subject to any and all agreements and easements of record and those that may have not been recorded.
  - Before any digging, boring, construction, etc. is done on or near the lands in this subdivision, Digpro notice shall be called at 1-800-242-8511 for the safety and liability purposes of all involved.
  - The lands within this subdivision shall be served by underground utilities.
  - UTILITY EASEMENTS: No utility easements may be constructed along street rights of way without the developer and other serving utility companies consent.
  - Outlet 1 dedicated to the public for storm water management. Outlets 2, 5, 6 and 8 dedicated to the public for park and trail purposes. Outlets 3 and 4 dedicated to the public for storm water management and trail purposes. Outlet 7 dedicated to the public for multipurpose purposes. Outlets 1, 2, 3, 4, 5, 6, and 8 to be environmental corridors.
  - All streets within this plat of BEAR TREE FARMS are dedicated to the public.
  - 20'-foot storm water management easement also public utility crossing easement. Utility connections between existing 8-foot public utility easements are allowed to cross storm water management easement only. No utility pedestals, transformers, or other structures allowed within the storm water management easement.



June 3, 2015 Rev. October 14, 2015

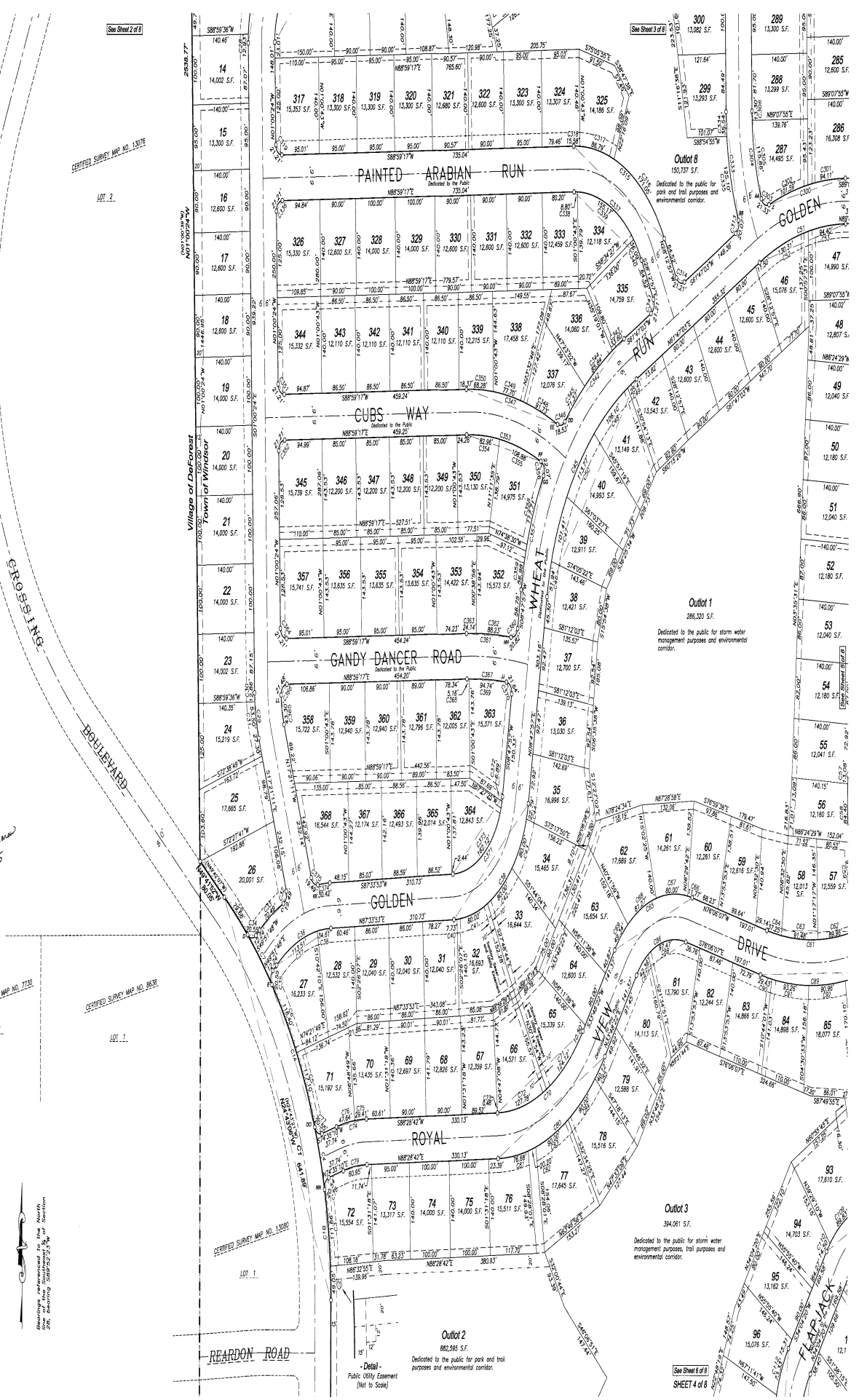
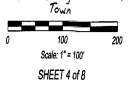
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *October 20th*, 2015

*Penie L. Don*  
Department of Administration

# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 258-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4; part of the Northeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in 79N, R10E, T19S, of Windsor, Dane County, Wisconsin.



- - - - - = 20' Storm water Drainage Easement (See Note 7)  
 - - - - - = 20' Pedestrian/Bike Path Easement  
 - - - - - = Public Utility Easement (except as noted)  
 - - - - - = Conservation Easement  
 - - - - - = Corporate Boundary  
 - - - - - = No Vehicular Access

H = House  
 G = Garage  
 B = Barn  
 S = Shed

- - - - - = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed

H = House  
 G = Garage  
 B = Barn  
 S = Shed

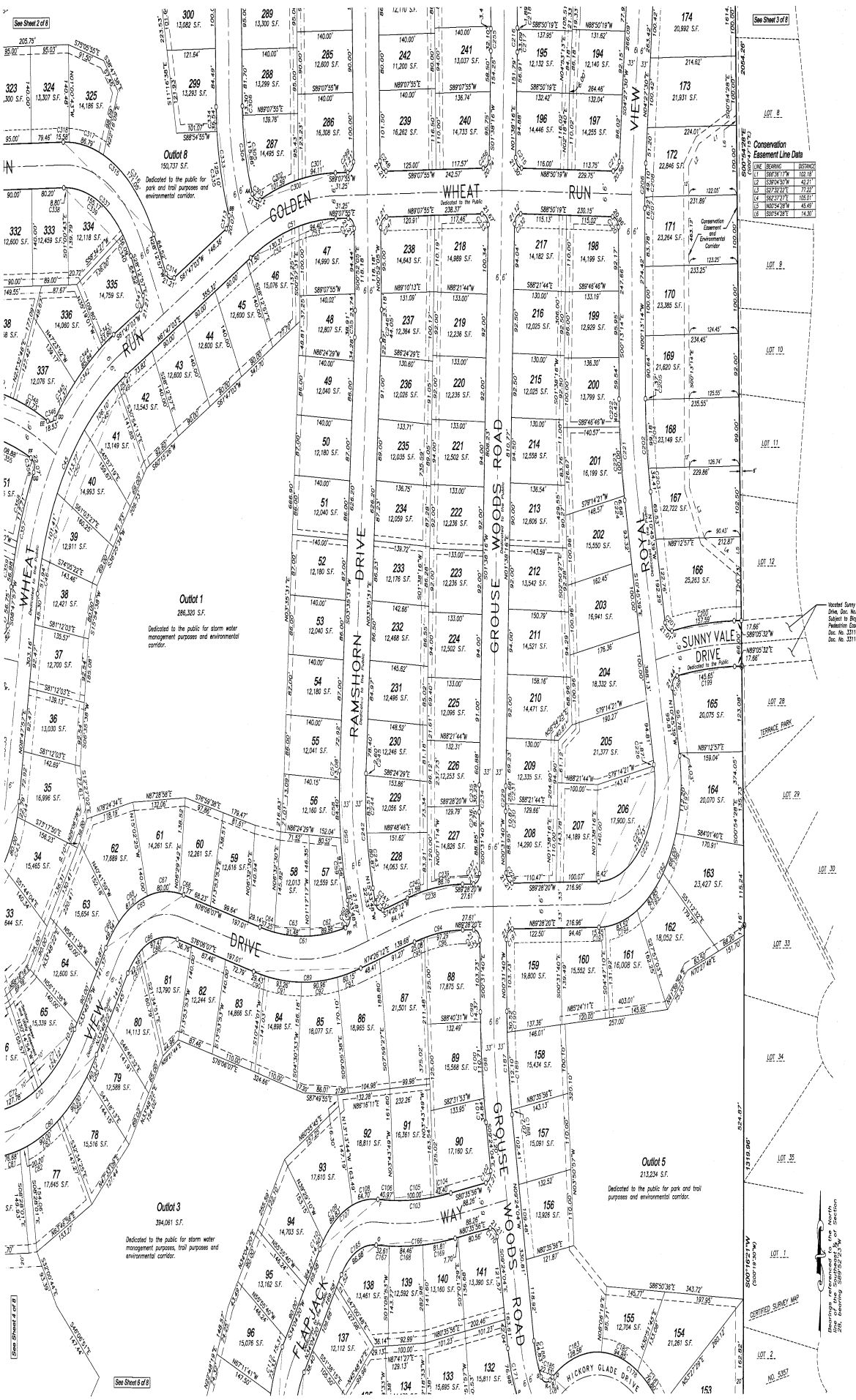
- - - - - = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed

H = House  
 G = Garage  
 B = Barn  
 S = Shed

- - - - - = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed

H = House  
 G = Garage  
 B = Barn  
 S = Shed

- - - - - = Existing Structure  
 H = House  
 G = Garage  
 B = Barn  
 S = Shed



Legend:

- = Found 1-1/4" O.D. Iron Pipe
  - = Found 3/4" Rebar
  - = Found 1-1/4" Rebar
  - = Found 1" Pinch Top Pipe
  - = Found 2" Iron Pipe
  - ▲ = Found PK Nail
  - △ = Set Wdg Nail
  - = 1-1/4" O.D. x 30" Iron Rebar
  - = Set, Weight = 4.333 lbs/ft
- All other Lot and Outlot corners are marked with a 1-1/4" O.D. x 24" Iron Pipe weighing 1.58 lbs./lin. ft.
- = 20' Storm water Drainage Easement (See Note 7)
  - = 20' Pedestrian/Bike Path Easement
  - = Public Utility Easement (Except as noted)
  - = Existing Structure
  - H = House
  - G = Garage
  - B = Barn
  - S = Shed
  - - - = Conservation Easement
  - - - = Corporate Boundary
  - - - = No Vehicular Access

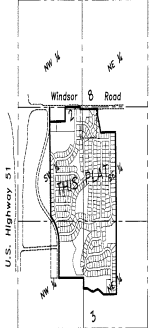
Conservation Easement Line Data

LINE NUMBER	BEARING	DISTANCE
1	N89°17'17"W	100.00
2	S89°17'17"W	100.00
3	S89°17'17"W	100.00
4	N89°17'17"W	100.00
5	N89°17'17"W	100.00
6	N89°17'17"W	100.00
7	N89°17'17"W	100.00
8	N89°17'17"W	100.00

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, Digpro Notice shall be posted 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 serving utility companies consent.
- 5) Outlot 1 dedicated to the public for storm water management. Outlots 2, 5, 6 and 8 dedicated to the public for park and trail purposes. Outlots 3 and 4 dedicated to the public for storm water management and trail purposes. Outlot 7 dedicated to the public for municipal purposes. Outlots 1, 2, 3, 4, 5, 6, and 8 to be environmental corridors.
- 6) All streets within this plat of BEAR TREE FARMS are dedicated to the public.
- 7) 20-foot storm water management easement also public utility crossing easement. Utility connections between abutting 8-foot public utility easements are allowed to cross storm water management easement only. No utility pedestals, transformers, or other structures allowed within the storm water management easement.

Wheat Run Way  
Dms. Dec. No. 331442  
Subject to Block and  
Petition Easement.  
Dec. No. 331443 and  
Dec. No. 331464.



Mark A. Pynndien  
11/6/2015

June 3, 2015 Rev. October 14, 2015

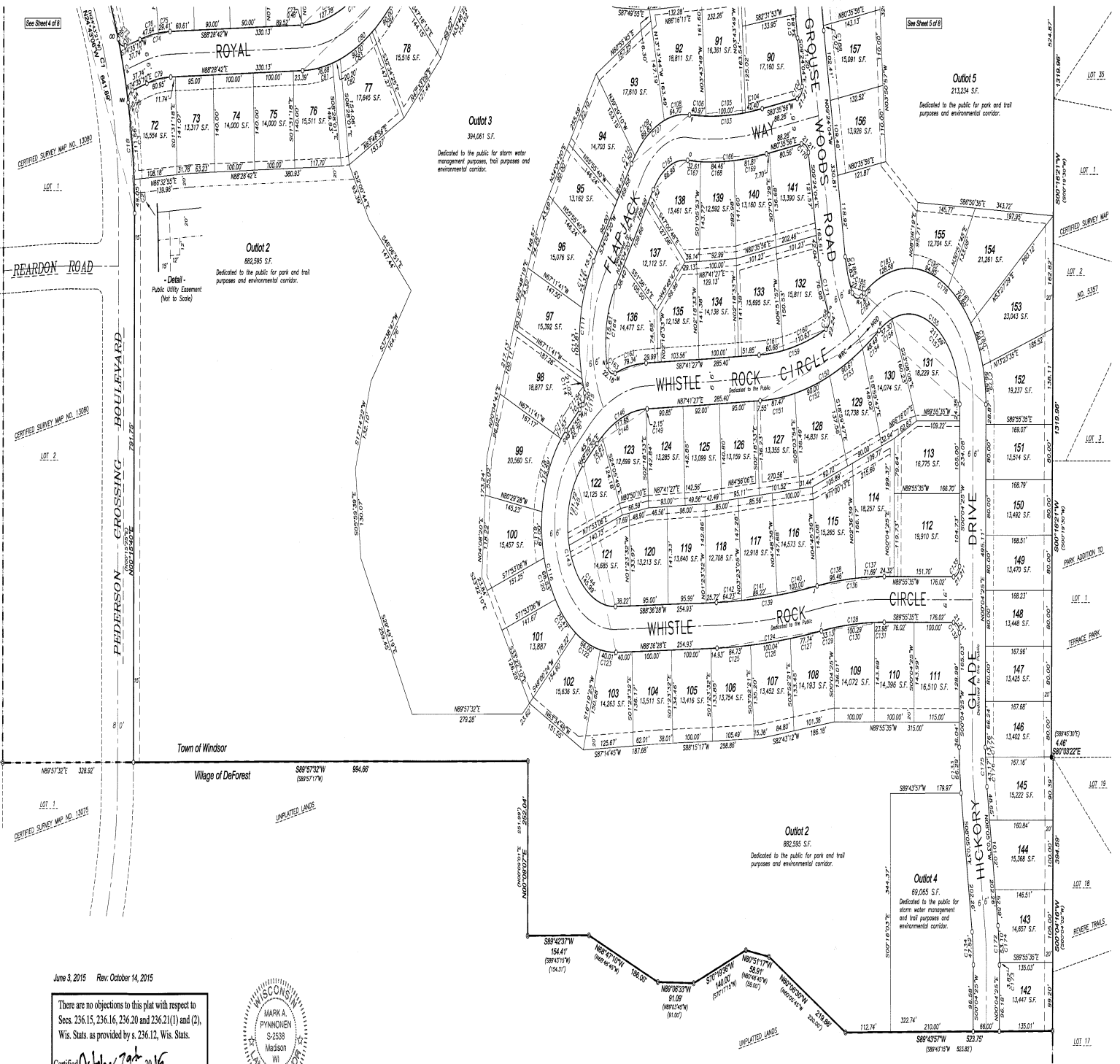
There are no objections to this plat with respect to Sess. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *John J. Bohm*, 2015  
*Renee H. Jones*  
Department of Administration

# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 259-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4; part of the Northeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, H14W of Windsor, Dane County, Wisconsin.





June 3, 2015 Rev: October 14, 2015

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 *October 20th 2015*

*Renée M. Jones*  
 Department of Administration



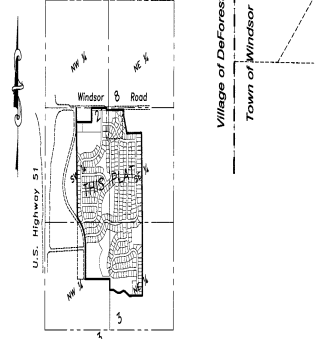
# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197 as recorded in Volume 67 of Dane County Certified Survey Maps on Pages 258-259, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4; part of the Northeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, 1/2 Sec. 33, Windsor, Dane County, Wisconsin.



- Legend:**
- = Found 1-1/4" O.D. Iron Pipe
  - = Found 3/4" Rebar
  - = Found 1-1/4" Rebar
  - = Found 1" Ploch Top Pipe
  - = Found 2" Iron Pipe
  - ▲ = Found PK Nail
  - △ = Set Mag Nail
  - = 1-1/4" O.D. x 30" Iron Rebar Set, Weight = 4.303 Lbs/Ft
- All other Lot and Outlet corners are marked with a 1-1/2" O.D. x 24" iron Pipe weighing 1.88 lbs./in. ft.
- = 20' Storm Water Drainage Easement (See Note 7)
  - = 20' Pedestrian/Bike Path Easement
  - = Public Utility Easement (Except as noted)
  - = Conservation Easement
  - = Corporate Boundary
  - = No Vehicular Access
- Existing Structure:
- H = House
  - G = Garage
  - B = Barn
  - S = Shed

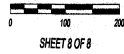
- Notes:**
- 1) This survey is subject to any and all agreements and easements of record and those that may have not been recorded.
  - 2) Before any digging, boring, construction, etc., is done on or near the lands in this subdivision, diggers notice shall be called at 1-800-242-8511 for the safety 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) Outlet 1 dedicated to the public for storm water management. Outlets 2, 5, 6 and 8 dedicated to the public for park and trail purposes. Outlets 3 and 4 dedicated to the public for storm water management and trail purposes. Outlet 7 dedicated to the public for municipal purposes. Outlets 1, 2, 3, 4, 5, 6, 8 and to be environmental corridors.
  - 6) All streets within this plat of BEAR TREE FARMS are dedicated to the public.
  - 7) 20-foot storm water management easement also public utility crossing easement. Utility connections between existing 8-foot public utility easements are allowed to cross storm water management easement only. No utility pedestals, transformers, or other structures allowed within the storm water management easement.





# BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4; part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4; part of the Northwest 1/4 of the Southeast 1/4; and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4; and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, Town of Windsor, Dane County, Wisconsin.



## Surveyor's Certificate

I, Mark A. Pynnonen, Professional Land Surveyor S-2538, do hereby certify that in full compliance with the provisions of Chapter 238 of the Wisconsin Statutes and the Subdivision Regulations of the Town of Windsor and the Village of DeForest, and under the direction of the owners listed herein, I have surveyed, divided and mapped BEAR TREE FARMS and that each plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is a parcel of land as described below:

Lot 1, Certified Survey Map No. 11197, located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4; part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4; part of the Northwest 1/4 of the Southeast 1/4; and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4; and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, Town of Windsor, Dane County, Wisconsin, described as follows:

Commencing at the East 1/2 Corner of said Section 28; thence S89°52'23"W (recorded as S90°00'00"W), 1327.00 feet along the North line of said Southeast 1/4 to the East line of Certified Survey Map (CSM) No. 7006; thence along said East line S00°54'28"E, 590.23 feet (recorded as S00°44'33"E, 590.00 feet) to the Southeast corner of said CSM No. 7006 and the point of beginning; thence continuing S00°54'28"E (recorded as S00°44'15"E), 2054.26 feet along the West line of Terrace Park; thence continuing along said West line, the West line of CSM No. 5357 and the West line of Park Addition to Terrace Park, S00°18'21"W (recorded as S00°19'30"W), 1319.66 feet to the Southwest corner of Lot 1 of said Park Addition to Terrace Park; thence S80°03'22"E (recorded as N89°43'30"E), 4.46 feet along the South line of said Lot 1 to the West line of Revere Trails; thence S00°04'16"W (recorded as S00°04'02"W), 394.58 feet along said West line; thence S89°43'57"W, 523.75 feet (recorded as S89°43'15"W, 523.82 feet); thence N02°06'30"W, 219.88 feet (recorded as N02°05'45"W, 220.00 feet); thence N89°51'07"W, 58.91 feet (recorded as N89°49'45"W, 59.00 feet); thence S70°19'36"W (recorded as S70°17'15"W), 140.00 feet; thence N89°06'33"W, 91.09 feet (recorded as N89°03'45"W, 91.00 feet); thence N89°17'10"W (N89°48'45"W), 186.00 feet; thence S89°42'37"W, 154.41 feet (recorded as S89°43'15"W), 154.31 feet) to the West line of said Southwest 1/4 of the Northeast 1/4; thence N02°08'07"E, 252.04 feet along said West line to the Southeast corner of said Northeast 1/4 of the Northeast 1/4; thence S89°57'32"W, 894.66 feet along the South line of said Northeast 1/4 of the Northeast 1/4; to the East right of way line of Pederson Crossing Boulevard; thence N00°15'40"E (recorded as N00°15'25"E), 791.75 feet along said East right of way line to a point of curvature; thence continuing along said East right of way line along a curve to the left with a radius of 780.00 feet and a long chord bearing and distance of N02°43'06"W, 641.89 feet to the point of tangency; thence continuing along said East right of way line N89°41'52"W (recorded as N89°42'07"W), 80.05 feet to the East line of Certified Survey Map No. 13076; thence N01°00'24"W (recorded as N01°00'39"W), 2538.77 feet along said East line to the North line of said Southwest 1/4; thence N89°52'23"E (recorded as N89°51'39"E), 3.67 feet along said North line to the West line of Certified Survey Map No. 1257; thence S00°58'47"E, 328.11 feet (recorded as S0°50'E, 328.55 feet) along said West line; thence N89°51'27"E, 290.08 feet (recorded as East, 290.25 feet); thence N89°48'15"E, 331.45 feet (recorded as East, 331.15 feet); thence N02°08'02"W, 327.59 feet (recorded as North, 328.5 feet) to the North line of said Southwest 1/4; thence N89°52'23"E (recorded as N89°51'39"E), 611.17 feet along said North line to the West line of said Certified Survey Map No. 11197; thence S00°07'49"E (recorded as South), 50.00 feet to the South right of way line of Windsor Road; thence N89°52'23"E (recorded as East), 883.66 feet to the Westerly line of CSM No. 11425; thence S00°16'34"E (recorded as South), 140.00 feet along said Westerly line; thence continuing along said Westerly line S17°30'27"E, 428.21 feet (recorded as S17°47'04"E, 428.06 feet); thence N89°07'23"E, 598.47 feet (recorded as N89°15'27"E, 590.13 feet) along the South line of said CSM No. 11425 and CSM No. 7006 to the Southeast corner of said CSM No. 7006 and the point of beginning. Containing 9,889,834 square feet, or 227.04 acres.

Mark A. Pynnonen 11/6/2015  
Mark A. Pynnonen, PLS S-2538 Date



**Owner's Certificate:**  
Bear Tree Farms, Inc., and Steven D. Pederson, as owners, hereby certify that they have caused the land described on this plat of BEAR TREE FARMS to be surveyed, divided, mapped and dedicated as represented herein. It also certifies that this plat is required by S. 236.10 and S. 236.12 to be submitted to the following agencies for approval or objection:  
Village of DeForest  
Town of Windsor  
Department of Administration  
Dane County Zoning and Land Regulation Committee

In witness hereof, Bear Tree Farms, Inc., and Steven D. Pederson, have caused these presents to be executed this 14<sup>th</sup> day of October, 2015.  
Bear Tree Farms, Inc.  
Steven D. Pederson Steven D. Pederson  
Steven D. Pederson, Manager Steven D. Pederson

State of Wisconsin  
County of Dane )  
Personally came before me this 14<sup>th</sup> day of October, 2015, the above-named Steven D. Pederson, to me known to be the person who executed the foregoing instrument and acknowledged the same.  
Kimberly K. Pederson  
Notary Public, Dane County, State of Wisconsin  
Kimberly K. Pederson My commission expires 03/26/2018  
Printed name

**Consent of Mortgage:**  
Wisconsin River Bank, mortgagee of the lands described herein, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this plat of BEAR TREE FARMS, and does hereby consent to the owners certificate herein.

Wisconsin River Bank  
By: Richard T. Brown  
Richard T. Brown  
(printed name)  
Its: President & CEO

State of Wisconsin  
County of Sauk )  
Personally came before me this 15<sup>th</sup> day of October, 2015, the above-named Richard T. Brown, to me known to be the person who executed the foregoing instrument and acknowledged the same.  
Terri L. Johnson  
Notary Public, Sauk County, State of Wisconsin  
Terri L. Johnson My commission expires 3/14/17  
Printed name

**Town Treasurer's (Finance Director's) Certificate:**  
I, Tina Butters, being the duly elected, qualified and acting Finance Director for the Town of Windsor, hereby certify that in accordance with the records in my office, there are no unpaid taxes and no unpaid special assessments as of October 15, 2015 affecting any of the lands included in the plat of BEAR TREE FARMS.  
Tina Butters Date: 10/15/15  
Tina Butters, Finance Director  
Town of Windsor

**County Treasurer's Certificate:**  
I, Adam Gallagher, being the duly elected, qualified and acting Treasurer for the County of Dane, hereby certify that in accordance with the records in my office, there are no unpaid taxes and no unpaid special assessments as of November 6, 2015 affecting any of the lands included in the plat of BEAR TREE FARMS.  
Adam Gallagher Date: 11-6-15  
Adam Gallagher, Treasurer  
County of Dane

**Owner's Certificate:**  
Statz Brothers, Inc., as owner, hereby certifies that it has caused the land described on this plat of BEAR TREE FARMS to be surveyed, divided, mapped and dedicated as represented herein. It also certifies that this plat is required by S. 236.10 and S. 236.12 to be submitted to the following agencies for approval or objection:  
Village of DeForest  
Town of Windsor  
Department of Administration  
Dane County Zoning and Land Regulation Committee

In witness hereof, Statz Brothers, Inc., has caused these presents to be executed this 14<sup>th</sup> day of October, 2015.  
Statz Brothers, Inc.  
Wesley A. Statz  
Wesley A. Statz, President of Statz Brothers, Inc.

State of Wisconsin  
County of Dane )  
Personally came before me this 14<sup>th</sup> day of October, 2015, the above-named Wesley A. Statz, to me known to be the person who executed the foregoing instrument and acknowledged the same.  
Kimberly K. Pederson  
Notary Public, Dane County, State of Wisconsin  
Kimberly K. Pederson My commission expires 03/26/2018  
Printed name

**Consent of Mortgage:**  
Badgerland Financial, mortgagee of the lands described herein, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this plat of BEAR TREE FARMS, and does hereby consent to the owners certificate herein.

Badgerland Financial  
By: John P. Crowley JPP  
John P. Crowley  
(printed name)  
Its: for Badgerland Financial

State of Wisconsin  
County of Dane )  
Personally came before me this 14<sup>th</sup> day of October, 2015, the above-named John P. Crowley, to me known to be the person who executed the foregoing instrument and acknowledged the same.  
Kimberly K. Pederson  
Notary Public, Dane County, WI  
County, State of Wisconsin  
Kimberly K. Pederson My commission expires 03/26/2018  
Printed name

**Town of Windsor Certificate:**  
This plat of BEAR TREE FARMS has been approved by the Town Board of the Town of Windsor consistent with the action taken by the Town Board on this 14<sup>th</sup> day of October, 2015.  
Christine Capstron Date: 10-14-15  
Christine Capstron, Clerk  
Town of Windsor

**Village of DeForest Certificate:**  
Resolved that the plat of BEAR TREE FARMS, being a subdivision located in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4; part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4; part of the Northwest 1/4 of the Southeast 1/4; and the Southwest 1/4 of the Southeast 1/4 of Section 28; part of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4; and part of the Southwest 1/4 of the Northeast 1/4 of Section 33; all in T9N, R10E, Town of Windsor, Dane County, Wisconsin, and that said resolution further approves said BEAR TREE FARMS, under the Village of DeForest's extrajurisdictional right of review.

I, LuAnn Leggett, do hereby certify that I am the duly appointed, qualified and acting Village Clerk of the Village of DeForest and this plat of BEAR TREE FARMS was approved by the Village Board of the Village of DeForest, Dane County, Wisconsin, and do further certify that the foregoing is a true copy of the resolution to that effect adopted by said Village Board on the 14<sup>th</sup> day of November, 2015.  
LuAnn Leggett Date: 11/2/2015  
LuAnn Leggett, Clerk  
Village of DeForest

**Dane County Zoning and Land Regulation Committee Certificate**  
This plat known as BEAR TREE FARMS is hereby approved by the Dane County Zoning and Land Regulation Committee this 14<sup>th</sup> day of November, 2015.  
Patrick Miles  
Patrick Miles, Chair  
Dane County Zoning and Land Regulation Committee

L:\2013\130451-Bear Tree (Bear Tree Windsor)\130451-FP  
J:\2015\CARLSON\130451

130451--FP  
BIRRENKOTT SURVEYING  
BIRRENKOTT SURVEYING, INC.  
1677 N. BRISTOL STREET  
SUN PRAIRIE, WIS. 53590  
808-837-7463  
PREPARED FOR:  
BEAR TREE FARMS, INC.  
370 CAMPBELL HILL COURT  
DEFOREST, WI 53532  
846-2800

June 3, 2015 Rev: October 14, 2015  
130451 (Bear Tree) (Bear Tree Windsor) (130451-FP)

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 October 29<sup>th</sup>, 2015

Bruce M. Dorn  
Department of Administration

**Dane County Register of Deeds Certificate:**  
Received for recording this 9<sup>th</sup> day of November 2015 at 8:58 O'clock, A.M. and recorded in Volume 60-0448  
of Plots on Pages 222-229 as Document No. 5196369  
RECORDED BY  
ESWANDAMA Date: 11/09/15  
Krisli Cholewicki, Register of Deeds  
County of Dane





8 9 3 5 5 8 5  
Tx:8717430

**PLAT OF BEAR TREE FARMS,  
TOWN OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**DECLARATION OF RESTRICTIONS  
AND MAINTENANCE REQUIREMENTS FOR  
STORMWATER MANAGEMENT MEASURES  
AND  
WAIVER OF RIGHT TO CONTEST SPECIAL  
ASSESSMENTS AND CHARGES**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5204220**

**12/17/2015 1:54 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 19**

This **Agreement** is by, between and among **BEAR TREE FARMS, INC.**, a Wisconsin corporation (the "**Developer**"), and **BEAR TREE FARMS, INC., PC FARMS HOLDING II, LLC**, a Wisconsin limited liability company, and **STATZ BROS., INC.**, a Wisconsin corporation, all as their respective ownership interests in the Property appear (collectively herein, "**Owners**"), **BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**,

a Wisconsin corporation ("**Association**"), and the **TOWN OF WINDSOR**, a corporate body and politic located in Dane County, Wisconsin ("**Windsor**") and encumbers property located in the Town of Windsor, Dane County, Wisconsin, known as the **PLAT OF BEAR TREE FARMS** (the "**Property**" or the "**Plat**"). This **Agreement** shall bind the parties and the parties' heirs, successors and assigns, shall run with the land and shall be effective when executed by all parties.

Return to: Amy Anderson Schweppe  
Town of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
**Parcel Nos:**  
See Exhibit C

**RECITALS**

**WHEREAS**, as of the effective date of this Agreement, PC Farms Holding II, LLC holds a land contract vendor's interest and Bear Tree Farms, Inc. holds a land contract purchaser's interest in the portion of the Plat of Bear Tree Farms described on **Exhibit A**, which is attached hereto and incorporated by reference (the "**BTF Property**"), and the Statz Bros., Inc. own an approximately ten (10) acre portion of the Plat of Bear Tree Farms described on **Exhibit B**, which is attached hereto and incorporated by reference (the "**Statz Property**");

**WHEREAS**, the BTF Property and the Statz Property, taken together, are the property now described as the Plat of Bear Tree Farms (the "**Plat**");

**WHEREAS**, the Owners willingly and voluntarily enter this Agreement as a covenant running with the land and binding on the Plat;

**WHEREAS**, the Developer has obtained from Windsor the authority to construct necessary public infrastructure on the Plat and market the Plat in phases, all pursuant to a Development Agreement and other agreements with Windsor, each and all of which were executed concurrently with this Agreement and recorded in the Dane County Register of Deeds office on or about the date of recording of the Plat; and,

CA

**WHEREAS**, the Developer and Owners shall assure that certain portions of the Property are used for stormwater management purposes, both as depicted on the Plat and as shown on the approved stormwater management plan (the "**Plan**") for the Property, as approved by the Dane County Land & Water Resources Department (LWRD) and the Windsor Engineer, which approved Plan is on file in the offices of such agencies, and depending on the timing of the phasing and buildout of the Plat, as may be amended from time to time by Dane County, Windsor and/or other approving authorities with jurisdiction and responsibility for stormwater management of all or portions of the Property;

**WHEREAS**, portions of the Plat shall contain stormwater drainage basins, stormwater drainageways, swales and other stormwater management measures required by the Plan (collectively, the "**Stormwater Management Measures**"), each and all of which benefit the Plat and encumber portions of the Plat as an easement that burdens the portions of the Property on which the Stormwater Management Measures are located (collectively, the "**Stormwater Management Lands**.") The Developer and Owners shall be responsible for the initial construction of all such Stormwater Management Measures on the Stormwater Management Lands, including stormwater drainage basins and related stormwater management measures located and constructed on outlots in the Plat (hereafter "**Basins**," and a subset of the required Stormwater Management Measures), and stormwater drainageways, swales, delineated wetlands and related stormwater management measures constructed on the lots in the Plat (hereafter, "**Drainageways**," and a subset of the required Stormwater Management Measures), all on the terms and conditions set forth in this Agreement;

**WHEREAS**, Dane County ("County") and the Town of Windsor ("Windsor") require the Developer, Owners and the Association to record an agreement regarding construction and maintenance of Stormwater Management Measures on the Stormwater Management Lands. Accordingly, the Developer, Owners and the Association agree to be bound as set forth in this Agreement and the Owners grant to the County and Windsor the rights set forth in this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals set forth above, which are incorporated herein by reference, the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, Owners and Association agree with Windsor, as follows:

1. **Stormwater Drainageways and Basins: General Overview of Purposes and Requirements.** The Drainageways and Basins are important components of the overall stormwater management plan for the Plat. For that reason:
  - a. **No person shall place or permit an improvement or obstruction to remain on the Drainageway or change the direction or impede the flow of stormwater in the Drainageway.** Examples of impermissible obstructions are buildings, sheds, fences, trees, shrubs, gardens, plantings of other than grass or prairie-type landscaping, and moveable or temporary items.
  - b. Basins shall be located in outlots within the Plat and said outlots shall be dedicated and used solely for those public purposes specified on the Plat.
  - c. Developer and Owners shall construct, maintain and monument the Stormwater Management Measures in a manner that is consistent with the Plan, this

Agreement, and the Development Agreement by and between Windsor and Developer (“**Development Agreement**”).

- d. At such time as Developer’s and Owners’ responsibility for maintenance of a particular portion of the Stormwater Management Measures ends, the Association and the lot owner, respectively and as detailed in this Agreement, shall maintain the Stormwater Management Measures in a manner that allows each component to be an effective part of the overall stormwater management plan approved by the County and Windsor (the “**Plan**.”)
- e. The Windsor Engineer is hereby granted exclusive authority to determine whether a Stormwater Management Measure is or is not being maintained in a manner that meets the standards required by this Agreement.

2. **Construction and Initial Maintenance by Developer and Owners.** As indicated above, Developer and Owners shall be responsible for the construction of all required Stormwater Management Measures located on the Property and, prior to completion of construction of each phase of the Plat as required by the Development Agreement, for maintenance of the Stormwater Management Measures.

Construction shall be completed in accordance with the Plan, and completion in accordance with the Plan shall be certified to Windsor by Developer’s Engineer. Developer’s and Owners’ obligations for completion of construction of the Stormwater Management Measures in a particular phase shall be deemed satisfied when Windsor’s Engineer confirms in writing no objection to the construction and/or to Developer’s Engineer’s certification for that particular phase.

Following such completion, Developer and Owners shall maintain the Stormwater Management Measures in good condition and working order, and all in accordance with the Plan. As used here and elsewhere in this Agreement, the terms “maintain” or “maintenance” shall include any and all maintenance, repair, restoration or other act prudent and necessary to assure that the Stormwater Management Measures function in a manner that allows each component to be an effective part of the overall Plan.

All construction and maintenance described in this Section of the Agreement shall be at the sole cost and expense of Developer and Owners.

At such time as Developer and Owners complete construction of a particular phase in accordance with the Development Agreement, Developer’s and Owners’ responsibilities for maintenance of Stormwater Management Measures shall end as to those Basins serving and located on an outlot within that phase and those Drainageways serving and located on lots within that phase. At that time, the responsibility for maintenance shall be transferred to the Association and lot owners, respectively, as set forth in this Agreement.

3. **Continued Maintenance by Association; Lot Owner’s Responsibility.** After such time as responsibility for maintenance is transferred to the Association, the Association shall maintain the Stormwater Management Measures in good condition and working order, and all in accordance with the Plan. Such maintenance shall be at the sole cost and expense of the Association. Said costs and expenses may be charged back to lot owners in the manner established by the Association in accordance with its by-laws, rules and

regulations. The Association shall conduct such maintenance in accordance with all applicable laws, codes, regulations, industry standards and similar requirements.

The Association's assumption of responsibility for maintenance of the Stormwater Management Measures does not relieve the lot owner from maintaining such portions of the Drainageway as are located on his or her lot.

4. **Windsor's Rights: Access Stormwater Management Measures, Take Corrective Action, Charge Back Costs to Lot Owner(s).** If the Association and/or the lot owner fail to maintain a Stormwater Management Measure, then Windsor shall have the right, *but not the obligation*, to evaluate the situation and take corrective action. Prior to taking corrective action, Windsor shall provide the Association and lot owner with written notice of the need for maintenance ("**Maintenance Notice**") and thirty (30) days to fully comply with the request set forth in the Maintenance Notice. In the event of an emergency or urgent situation, as determined in Windsor's sole discretion, this thirty (30) day notice may be reduced or eliminated as set forth in the Maintenance Notice.

If requested maintenance is not fully completed within the time period set forth in the Maintenance Notice, Windsor may access the Drainageway and/or Basin to further evaluate the situation and/or take corrective action. All corrective action shall be conducted in accordance with applicable laws, codes, regulations, industry standards and similar requirements and in a manner that does not unreasonably interfere with other use of the property.

Windsor may remove and dispose of any impermissible obstruction located on the Drainageway, with or without prior notice to the lot owner(s). Windsor shall not be liable for damage caused to any such obstruction because of its removal or for the costs of removal of any obstructions, which costs shall be charged back to the lot owner as maintenance of the Stormwater Management Measures.

All costs and expenses incurred by Windsor in evaluating the condition and/or taking corrective action for maintenance of the Stormwater Management Measures shall be charged to the lot owner as a special charge, by placing the amount of the special charge on the tax roll for the lot in accordance with Wis. Stat. s. 66.0627, or such other method allowed by Wisconsin statutes and Windsor Ordinances. **The Association and each lot owner, for itself, and its heirs, successors and assigns, waives the right to contest any and all such actions by Windsor, and the special charges or assessments imposed for the Stormwater Management Measures.**

If Windsor fails to exercise its rights under this Section, then following thirty (30) days written notice to Windsor, the County shall have the rights and responsibilities granted to Windsor, all as set forth in this Agreement.

5. **Easement and Right of Access Granted to Windsor for Maintenance of Stormwater Management Measures.** The Owners hereby irrevocably grant to Windsor the perpetual right to access and enter the Stormwater Management Measures and perform construction, maintenance, repair and restoration of the Stormwater Management Measures. Drainageways and Basins shall be located as and where required by the Plan and depicted on the Plat and associated recorded documents. The access granted hereby

shall include the right of access across such portions of the Property as deemed reasonably necessary by Windsor to access the Drainageway and Basins, and shall include the right to bring repair trucks and other machinery and equipment as Windsor deems necessary to evaluate the effectiveness of the Drainageway and Basins, and perform maintenance of the Stormwater Management Measures. This perpetual easement and right of access burdens the Drainageway, Basins and such portions of the Plat deemed by Windsor to be necessary to access the Stormwater Management Measures.

The obligation for restoration as a result of access to or maintenance of Stormwater Management Measures shall be limited to grass seeding, fertilizer and mulch only.

If Windsor fails to exercise its rights under this Section, then following thirty (30) days written notice to Windsor, the County shall have the rights and responsibilities granted to Windsor, as set forth in this Agreement.

6. **Absolute Waiver of Right to Contest Special Assessments and Charges for Stormwater Management Measures.** The Owners and the Association hereby fully and forever waive the right to contest the assessment or charge imposed against the lots for costs that Windsor or the County incurs for maintenance of the Stormwater Management Measures within the Plat. The Owners and Association acknowledge that waiver of this right includes, but is not limited to, the right to contest: (1) that maintenance of the Stormwater Management Measures confers a *benefit* on the lots in the Plat; (2) that the lot on which maintenance of a Drainageway occurs shall be one appropriate *assessment area* for costs associated with Drainageway maintenance; (3) that a per lot basis for all lots within the Plat is one appropriate *assessment area* and acceptable *method* of assessing the costs for construction, maintenance, repair and restoration of the Basins; and, (4) that the actual costs and expenses incurred by Windsor are the *reasonable amount* for the assessment or special charge. The County and Windsor have approved development of the Property with express reliance on this Agreement and waiver, and shall have the right to rely on this waiver as a defense against claims made against Windsor or the County related to the special charges or assessments imposed by this Agreement.
7. **Term/Termination.** The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds for Dane County, Wisconsin, a written instrument of termination signed by the County, Windsor and Developer, so long as the Developer owns any lots within the Property. If the Developer no longer owns any lots within the Property, then such instrument must be signed by the County, Windsor and a majority of all of the then-owners of the Property.
8. **Definitions.** When used herein, the following terms shall be defined and are used as follows:
  - a. Maintain or maintenance shall mean any and all construction, maintenance, repair, restoration or other act prudent and necessary to assure that the Stormwater

Management Measures function in a manner that allows each component to be an effective part of the overall Plan.

- b. Heirs, successors and assigns are included when the terms Developer, Owners, lot owner, and/or Association are used in this Agreement.
- c. A party's agents, staff, consultants, independent contractors and permittees are included when the party's name is used in this Agreement. For example, Windsor's agents, staff, consultants, independent contractors and permittees are included when the terms Windsor or Town are used in this Agreement.
- d. The terms Windsor or Town shall also mean any successor governmental entity to Windsor that has primary local government jurisdiction over the Property.
- e. Costs and expenses associated with maintenance of Stormwater Management Measures shall include associated materials, equipment, labor, inspection, administrative, staff, engineering, legal and consulting fees incurred for services determined by Windsor to be prudent and necessary for the evaluation and/or corrective action.
- f. Development Agreement shall mean the development agreement executed by and between Windsor and Developer, as recorded in the Dane County Register of Deeds office.

**9. Miscellaneous.**

- a. Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given on the date personally served or the date four (4) days after the same has been addressed as indicated below and deposited with the United States Post Office, postage prepaid.

If to Developer: Bear Tree Farms, Inc.  
Notice to the Developer shall be to the registered agent, as currently on record with the Department of Financial Institutions.

If to Owners: Bear Tree Farms, Inc., PC Farm Holdings II, LLC, and Statz Bros., Inc.  
Notice to the Owners shall be to the registered agent, as currently on record with the Department of Financial Institutions.

If to Association: Bear Tree Farms Homeowners Association, Inc.  
Notice to the Association shall be to the registered agent, as currently on record with the Department of Financial Institutions.

If to Lot Owner:  
Notice to the lot owner shall be to the person(s) and address listed as the owner of the lot on the real estate tax roll, as currently maintained by the County.

If to County: Dane County SM/ES/RD/SS Permitting  
1 Fen Oak Court, Room 208

Madison, WI 53718

If to Windsor:           Town Clerk  
                                  Town of Windsor  
                                  4084 Mueller Road  
                                  DeForest, Wisconsin 53532

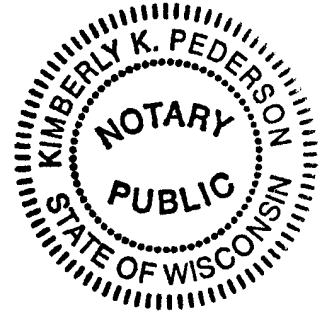
Any party may change its address for the receipt of notice by written notice to the other parties. All parties are deemed to be given notice of changes to the County and/or Windsor address(es) when the local government units so referenced move to a new location. If the parties are unsure of the location, notice shall be given to the Clerk(s) of the local government units.

- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- c. Amendments to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- d. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors and assigns.
- e. Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- f. Authority to Bind. By signing below, the signatory warrants and represents that he or she is duly authorized to bind the party for whom he or she is signing. Persons signing for entities further warrant and represent that the entity is duly and properly organized in the State of Wisconsin and in good standing.
- g. Warranty and Representation as to Ownership of Property. The person signing on behalf of the Owners warrants and represents that the entity named as an owner in this Agreement has an ownership interest in all or part of the Property.
- h. Change in Status of Town or County. In the event that the Town incorporates as a city or village, or in the event that the County no longer regulates stormwater within the Town for any other reason, then all references to the County within this instrument shall be deemed deleted and such provisions shall no longer be of any force and effect.

IN WITNESS WHEREOF, Bear Tree Farms Homeowners Association, Inc. has caused this Agreement to be signed by its authorized representative, as of this 9<sup>th</sup> day of September, 2015.

**BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**

By: Steven D. Pederson  
Steven D. Pederson, President



**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

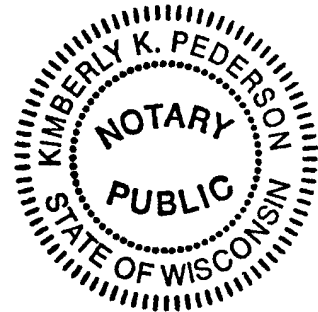
Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of Bear Tree Farms Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson   
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, Bear Tree Farms, Inc. has caused this Agreement to be signed by its authorized representative, as of this 9<sup>th</sup> day of September, 2015.

**BEAR TREE FARMS, INC.**

By: Steven D. Pederson  
Steven D. Pederson, President



**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of Bear Tree Farms, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson   
Notary Public, State of Wisconsin  
My Commission: 03/20/2018



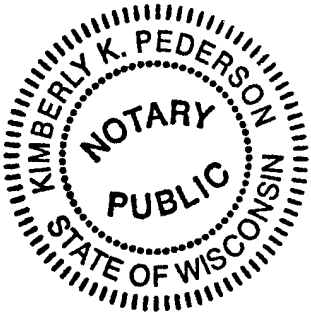
IN WITNESS WHEREOF, PC Farms Holding II, LLC has caused this Agreement to be signed by its authorized representatives, as of this 9<sup>th</sup> day of September, 2015.

**PC FARMS HOLDING II, LLC**

By: Steven D. Pederson  
Signature

Steven D. Pederson - President  
Print name and title

By: D. E. Ziegler  
Signature  
Winson Associates, Ltd; member  
Dwight E. Ziegler, President  
Print name and title



**ACKNOWLEDGMENT**

STATE OF WISCONSIN                                      )  
  )ss.  
COUNTY OF DANE   )

Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of PC Farms Holding II, LLC, and the above-named Dwight E. Ziegler, as Executive Vice President of PC Farms Holding II, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, Statz Bros., Inc. has caused this Agreement to be signed by its authorized representatives, as of this 15<sup>th</sup> day of September, 2015.

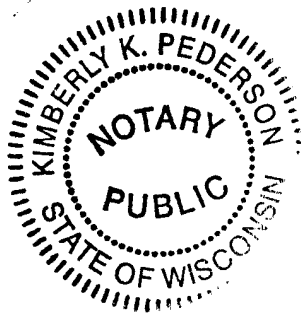
STATZ BROS., INC.

By: Wesley A. Statz  
Signature

Wesley A. Statz - President  
Print name and title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title



**ACKNOWLEDGMENT**

STATE OF WISCONSIN                 )  
  )ss.  
COUNTY OF DANE                    )

Personally came before me this 15<sup>th</sup> day of September, 2015, the above-named Wesley A. Statz, as President of Statz Bros., Inc., and the above-named \_\_\_\_\_, as \_\_\_\_\_ of Statz Bros., Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, the Town of Windsor, has caused this Agreement to be signed by Robert E. Wipperfurth, Town Chairperson and its authorized representative, and attested to by Christine Capstran, Town Clerk, as of this 18 day of September, 2015.

**TOWN OF WINDSOR**

By: Robert E. Wipperfurth  
Robert E. Wipperfurth, Town Chairperson

Attest: Christine Capstran  
Christine Capstran, Town Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 18 day of September, 2015, the above-named Robert E. Wipperfurth and Christine Capstran, known to me as the Town Chairperson and Town Clerk of the Town of Windsor, and who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin  
My Commission is ~~Permanent~~ Expires: May 23, 2017

- Attachments Incorporated by Reference:  
Exhibit A: BTF Property  
Exhibit B: Statz Property  
Exhibit C: Plat Lots and Parcel Identification Numbers

***This Instrument Drafted By:***  
Constance L. Anderson  
Anderson Consults, LLC  
P.O. Box 3004  
Madison, WI 53704-0004  
[Connie@AndersonConsultsWI.com](mailto:Connie@AndersonConsultsWI.com)



**EXHIBIT A**

**LEGAL DESCRIPTION OF BTF PROPERTY  
PC FARMS HOLDING II, LLC, AS LAND CONTRACT VENDOR, TO  
BEAR TREE FARMS, INC., AS LAND CONTRACT PURCHASER**

**PARCEL A:**

The Northeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Warranty Deed recorded in Volume 406 of Records, Page 112, excluding Certified Survey Map No. 1257 and excluding Certified Survey Map No. 11197.

Tax Parcel No: 068/0910-283-8002-0

**PARCEL B:**

The Southeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-283-9503-0

**PARCEL C:**

The Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 7006, excluding Certified Survey Map No. 11197 and excluding Certified Survey Map No. 11425.

Tax Parcel No: 068/0910-284-8554-0

**PARCEL D:**

The Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-284-9002-0

**PARCEL E:**

The Northwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-331-8502-0

**PARCEL F:**

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-332-8003-0

PARCEL I:

Lot 2 of Certified Survey Map No. 13076, described as Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 of in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-9940-1

PARCEL J:

Lot 1 of Certified Survey Map No. 13076, described as part of Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Village of DeForest in Document No. 4803490 and excluding part to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-8560-1

**EXHIBIT B**

**LEGAL DESCRIPTION OF STATZ PROPERTY  
OWNED BY STATZ BROS., INC. AND SUBJECT TO PURCHASE CONTRACT  
WITH BEAR TREE FARMS, INC.**

**Statz Property**

Legal description:

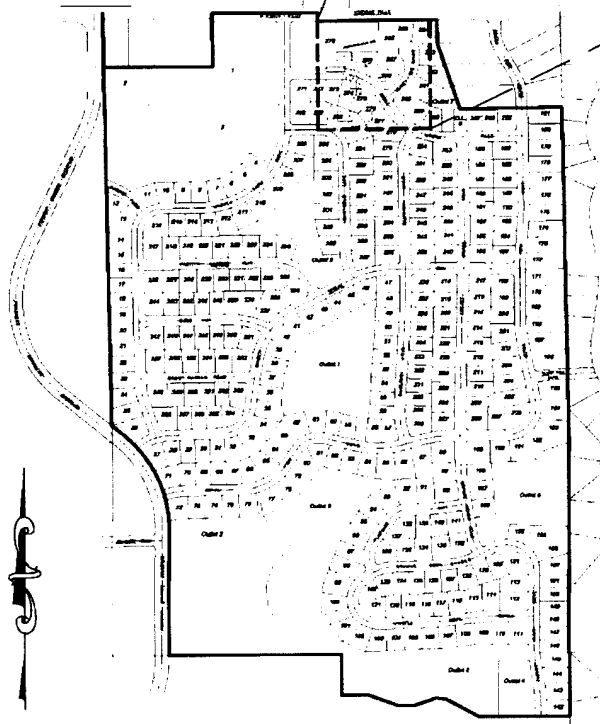
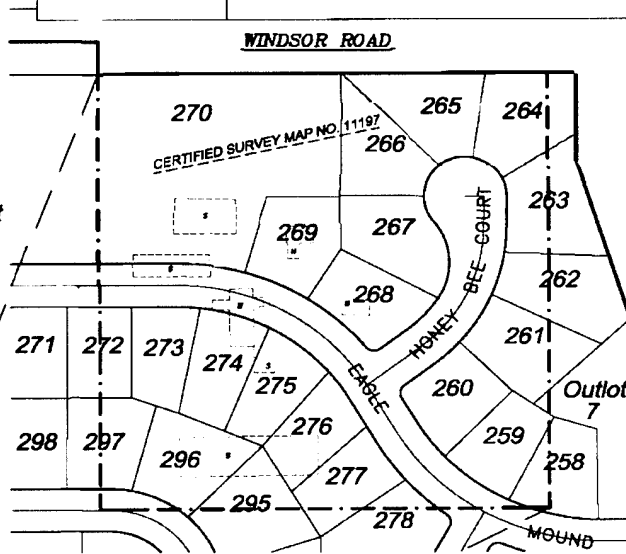
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR  
TREE  
FARMS**

August 14, 2015

## Exhibit C

Plat of Bear Tree Farms,  
Located in the Town of Windsor,  
Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 1	0910-283-0001-1	Lot 41	0910-283-6231-1
Lot 2	0910-283-0012-1	Lot 42	0910-283-6242-1
Lot 3	0910-283-0023-1	Lot 43	0910-283-6253-1
Lot 4	0910-283-0034-1	Lot 44	0910-283-6264-1
Lot 5	0910-283-0045-1	Lot 45	0910-284-4005-1
Lot 6	0910-283-0056-1	Lot 46	0910-284-4016-1
Lot 7	0910-283-0067-1	Lot 47	0910-284-4027-1
Lot 8	0910-283-0078-1	Lot 48	0910-284-4038-1
Lot 9	0910-283-0089-1	Lot 49	0910-284-4049-1
Lot 10	0910-283-0100-1	Lot 50	0910-284-4060-1
Lot 11	0910-283-0111-1	Lot 51	0910-284-4071-1
Lot 12	0910-283-0122-1	Lot 52	0910-284-4082-1
Lot 13	0910-283-0133-1	Lot 53	0910-284-4093-1
Lot 14	0910-283-6004-1	Lot 54	0910-284-4104-1
Lot 15	0910-283-6015-1	Lot 55	0910-284-4115-1
Lot 16	0910-283-6026-1	Lot 56	0910-284-4126-1
Lot 17	0910-283-6037-1	Lot 57	0910-284-4137-1
Lot 18	0910-283-6048-1	Lot 58	0910-284-4148-1
Lot 19	0910-283-6059-1	Lot 59	0910-284-4159-1
Lot 20	0910-283-6070-1	Lot 60	0910-283-6280-1
Lot 21	0910-283-6081-1	Lot 61	0910-283-6291-1
Lot 22	0910-283-6092-1	Lot 62	0910-283-6302-1
Lot 23	0910-283-6103-1	Lot 63	0910-283-6313-1
Lot 24	0910-283-6114-1	Lot 64	0910-332-0094-1
Lot 25	0910-283-6125-1	Lot 65	0910-332-0105-1
Lot 26	0910-283-6136-1	Lot 66	0910-332-0116-1
Lot 27	0910-332-0007-1	Lot 67	0910-332-0127-1
Lot 28	0910-332-0018-1	Lot 68	0910-332-0138-1
Lot 29	0910-332-0029-1	Lot 69	0910-332-0149-1
Lot 30	0910-332-0040-1	Lot 70	0910-332-0160-1
Lot 31	0910-332-0051-1	Lot 71	0910-332-0171-1
Lot 32	0910-332-0062-1	Lot 72	0910-332-0182-1
Lot 33	0910-332-0073-1	Lot 73	0910-332-0193-1
Lot 34	0910-283-6154-1	Lot 74	0910-332-0204-1
Lot 35	0910-283-6165-1	Lot 75	0910-332-0215-1
Lot 36	0910-283-6176-1	Lot 76	0910-332-0226-1
Lot 37	0910-283-6187-1	Lot 77	0910-332-0237-1
Lot 38	0910-283-6198-1	Lot 78	0910-332-0248-1
Lot 39	0910-283-6209-1	Lot 79	0910-332-0259-1
Lot 40	0910-283-6220-1	Lot 80	0910-332-0270-1

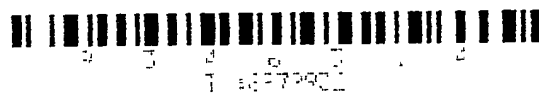
<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
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Lot 82	0910-332-0292-1	Lot 122	0910-331-2432-1
Lot 83	0910-331-2003-1	Lot 123	0910-331-2443-1
Lot 84	0910-331-2014-1	Lot 124	0910-331-2454-1
Lot 85	0910-331-2025-1	Lot 125	0910-331-2465-1
Lot 86	0910-331-2036-1	Lot 126	0910-331-2476-1
Lot 87	0910-331-2047-1	Lot 127	0910-331-2487-1
Lot 88	0910-331-2058-1	Lot 128	0910-331-2498-1
Lot 89	0910-331-2069-1	Lot 129	0910-331-2509-1
Lot 90	0910-331-2080-1	Lot 130	0910-331-2520-1
Lot 91	0910-331-2091-1	Lot 131	0910-331-2531-1
Lot 92	0910-331-2102-1	Lot 132	0910-331-2542-1
Lot 93	0910-331-2113-1	Lot 133	0910-331-2553-1
Lot 94	0910-331-2124-1	Lot 134	0910-331-2564-1
Lot 95	0910-331-2135-1	Lot 135	0910-331-2575-1
Lot 96	0910-331-2146-1	Lot 136	0910-331-2586-1
Lot 97	0910-331-2157-1	Lot 137	0910-331-2597-1
Lot 98	0910-331-2168-1	Lot 138	0910-331-2608-1
Lot 99	0910-331-2179-1	Lot 139	0910-331-2619-1
Lot 100	0910-331-2190-1	Lot 140	0910-331-2630-1
Lot 101	0910-331-2201-1	Lot 141	0910-331-2641-1
Lot 102	0910-331-2212-1	Lot 142	0910-331-4002-1
Lot 103	0910-331-2223-1	Lot 143	0910-331-4013-1
Lot 104	0910-331-2234-1	Lot 144	0910-331-4024-1
Lot 105	0910-331-2245-1	Lot 145	0910-331-4035-1
Lot 106	0910-331-2256-1	Lot 146	0910-331-2666-1
Lot 107	0910-331-2267-1	Lot 147	0910-331-2677-1
Lot 108	0910-331-2278-1	Lot 148	0910-331-2688-1
Lot 109	0910-331-2289-1	Lot 149	0910-331-2699-1
Lot 110	0910-331-2300-1	Lot 150	0910-331-2710-1
Lot 111	0910-331-2311-1	Lot 151	0910-331-2721-1
Lot 112	0910-331-2322-1	Lot 152	0910-331-2732-1
Lot 113	0910-331-2333-1	Lot 153	0910-331-2743-1
Lot 114	0910-331-2344-1	Lot 154	0910-331-2754-1
Lot 115	0910-331-2355-1	Lot 155	0910-331-2756-1
Lot 116	0910-331-2366-1	Lot 156	0910-331-2776-1
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Lot 119	0910-331-2399-1	Lot 159	0910-331-2809-1
Lot 120	0910-331-2410-1	Lot 160	0910-331-2820-1



<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
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Lot 162	0910-284-4182-1	Lot 202	0910-284-4422-1
Lot 163	0910-284-4193-1	Lot 203	0910-284-4433-1
Lot 164	0910-284-4204-1	Lot 204	0910-284-4444-1
Lot 165	0910-284-4215-1	Lot 205	0910-284-4455-1
Lot 166	0910-284-4226-1	Lot 206	0910-284-4466-1
Lot 167	0910-284-4237-1	Lot 207	0910-284-4477-1
Lot 168	0910-284-4248-1	Lot 208	0910-284-4488-1
Lot 169	0910-284-4259-1	Lot 209	0910-284-4499-1
Lot 170	0910-284-4270-1	Lot 210	0910-284-4510-1
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Lot 172	0910-284-4292-1	Lot 212	0910-284-4532-1
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Lot 174	0910-284-4314-1	Lot 214	0910-284-4554-1
Lot 175	0910-284-2005-1	Lot 215	0910-284-4565-1
Lot 176	0910-284-2016-1	Lot 216	0910-284-4576-1
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Lot 178	0910-284-2038-1	Lot 218	0910-284-4598-1
Lot 179	0910-284-2049-1	Lot 219	0910-284-4609-1
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Lot 199	0910-284-4389-1	Lot 239	0910-284-4829-1
Lot 200	0910-284-4400-1	Lot 240	0910-284-4840-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 241	0910-284-4851-1	Lot 281	0910-284-2621-1
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Lot 243	0910-284-2223-1	Lot 283	0910-284-2643-1
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Lot 277	0910-284-2577-1	Lot 317	0910-283-6377-1
Lot 278	0910-284-2588-1	Lot 318	0910-283-6388-1
Lot 279	0910-284-2599-1	Lot 319	0910-283-6399-1
Lot 280	0910-284-2610-1	Lot 320	0910-283-6410-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 321	0910-283-6421-1	Lot 361	0910-283-6861-1
Lot 322	0910-283-6432-1	Lot 362	0910-283-6872-1
Lot 323	0910-283-6443-1	Lot 363	0910-283-6883-1
Lot 324	0910-283-6454-1	Lot 364	0910-283-6894-1
Lot 325	0910-283-6465-1	Lot 365	0910-283-6905-1
Lot 326	0910-283-6476-1	Lot 366	0910-283-6916-1
Lot 327	0910-283-6487-1	Lot 367	0910-283-6927-1
Lot 328	0910-283-6498-1	Lot 368	0910-283-6938-1
Lot 329	0910-283-6509-1		
Lot 330	0910-283-6520-1		
Lot 331	0910-283-6531-1	Outlot 1	0910-284-4975-1
Lot 332	0910-283-6542-1	Outlot 2	0910-332-0325-1
Lot 333	0910-283-6553-1	Outlot 3	0910-332-0350-1
Lot 334	0910-283-6564-1	Outlot 4	0910-331-4075-1
Lot 335	0910-283-6575-1	Outlot 5	0910-331-2875-1
Lot 336	0910-283-6586-1	Outlot 6	0910-284-2775-1
Lot 337	0910-283-6597-1	Outlot 7	0910-284-2800-1
Lot 338	0910-283-6608-1	Outlot 8	0910-283-0425-1
Lot 339	0910-283-6619-1		
Lot 340	0910-283-6630-1		
Lot 341	0910-283-6641-1		
Lot 342	0910-283-6652-1		
Lot 343	0910-283-6663-1		
Lot 344	0910-283-6674-1		
Lot 345	0910-283-6684-1		
Lot 346	0910-283-6696-1		
Lot 347	0910-283-6707-1		
Lot 348	0910-283-6718-1		
Lot 349	0910-283-6729-1		
Lot 350	0910-283-6740-1		
Lot 351	0910-283-6751-1		
Lot 352	0910-283-6762-1		
Lot 353	0910-283-6773-1		
Lot 354	0910-283-6784-1		
Lot 355	0910-283-6795-1		
Lot 356	0910-283-6806-1		
Lot 357	0910-283-6817-1		
Lot 358	0910-283-6828-1		
Lot 359	0910-283-6839-1		
Lot 360	0910-283-6850-1		



**PLAT OF BEAR TREE FARMS,  
VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
AND MAINTENANCE REQUIREMENTS FOR  
STORMWATER MANAGEMENT MEASURES  
AND  
WAIVER OF RIGHT TO CONTEST SPECIAL  
ASSESSMENTS AND CHARGES**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5449059  
10/19/2018 01:57 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 12**

This "**First Amendment**" amends the *Declaration of Restrictions and Maintenance Requirements for Stormwater Management Measures and Waiver of Right to Contest Special Assessments and Charges* recorded December 17, 2015 by the Dane County Register of Deeds as Document No. 5204220 (the "**Original Agreement**"). The parties to the Original Agreement and the **DANE COUNTY LAND & WATER RESOURCES DEPARTMENT** ("**County**"), serving as Dane County's authorized representative and having jurisdiction over stormwater management in the Plat of Bear Tree Farms (the "**Plat**"), wish to amend the Original Agreement as set forth in this First Amendment.

Return to: Amy Anderson Schweppe  
Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
**Parcel Nos:**  
See Exhibit B

**RECITALS**

**WHEREAS**, since entering the Original Agreement, there have been changes in the Stormwater Management Plan and Development Agreement, the County has clarified its requirements for inspection, maintenance and prohibitions of the Stormwater Management Measures, and the Town of Windsor has incorporated as the Village of Windsor; and

**WHEREAS**, the County wishes to be a party to this Agreement in order to more clearly specify its rights and responsibilities with respect to stormwater management of the Plat, which shall be further evidenced in the stormwater management and erosion control permits issued by the Dane County Land & Water Resources Department; and

**WHEREAS**, the parties wish to confirm their mutual understanding by executing this First Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals set forth above, which are incorporated herein by reference, the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, Owners and Association agree with Windsor and the County, as follows:

1. All terms defined in the Original Agreement shall have the same meaning in this First Amendment, except where otherwise defined by this First Amendment.

2. The parties acknowledge that the Village of Windsor is the successor to, and has assumed the rights and responsibilities of, the Town of Windsor. The portion of Section 9.h. of the Original Agreement referencing a possible change in status of the Town of Windsor is deleted. The address for notice to the Village of Windsor set forth in Section 9.a. of the Original Agreement shall be changed to: Village Clerk, Village of Windsor, 4084 Mueller Road, DeForest, WI 53532.
3. The parties hereby acknowledge and agree to be bound as follows:
  - a. For the purposes of the Agreement, the “**Stormwater Management Plan**” or “**Plan**” is the Stormwater Management Plan for Bear Tree Farms first prepared by Vierbicher Associates, Inc. on April 30, 2014, and last revised on July 9, 2018, for Project #130264—Task 7, as reviewed and approved by the applicable governing authorities, including the Wisconsin Department of Natural Resources (“**WNRD**”) and the Capital Area Regional Planning Commission (“**CARPC**”).
  - b. The Developer, Owners and Association shall comply with the inspection and maintenance requirements and prohibitions required by the County, all as set forth on **Exhibit A**, which is attached and incorporated herein by reference.
  - c. The Developer and Owners agree to construct and install the Stormwater Management Measures as set forth in the Agreement for Public Improvements and Development Matters (“**Development Agreement**”) executed and effective as of August 16, 2018 and recorded in the Dane County Register of Deeds office on August 21, 2018 as Document #5435598. (The Development Agreement terminates, replaces and supersedes the Original DA executed on September 18, 2015, and recorded in the Dane County Register of Deeds office on December 17, 2015 as Document #5204219 (“**Original DA**”), and specifically sets forth remedial requirements for Stormwater Management Measures in Phase 1.)
4. The Original Agreement is hereby ratified and fully continues to be in effect, except as amended by this First Amendment. To the extent of a conflict between the Original Agreement and this First Amendment, the stricter requirements control.
5. The Original Agreement and this First Amendment shall be collectively referred to as the “**Agreement**.” The Agreement shall bind the parties and the parties’ heirs, successors and assigns, shall run with the land in the Plat and shall be effective when executed by all parties.

*SIGNATURES OF DEVELOPER, OWNERS, ASSOCIATION, VILLAGE AND COUNTY ARE  
ON THE PAGES THAT FOLLOW*

IN WITNESS WHEREOF, Bear Tree Farms Homeowners Association, Inc. has caused this Agreement to be signed by its authorized representative, as of this 17 day of OCTOBER, 2018.

**BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**

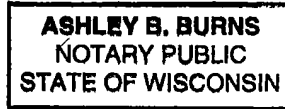
By: Steven D. Pederson  
Steven D. Pederson, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 17 day of October, 2018, the above-named Steven D. Pederson, as President of Bear Tree Farms Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Ashley B. Burns  
Notary Public, State of Wisconsin  
My Commission: 02/03/2020



IN WITNESS WHEREOF, Bear Tree Farms, Inc., as Owner and Developer, has caused this Agreement to be signed its authorized representative, as of this 17 day of October, 2018.

**DEVELOPER AND OWNER**

Bear Tree Farms, Inc.

By: Steven D. Pederson  
Steven D. Pederson, President

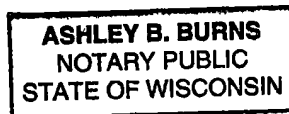
By: Dwight E. Ziegler  
Dwight E. Ziegler, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 17 day of October 2018, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Bear Tree Farms, Inc.

Ashley B. Burns  
Notary Public, State of Wisconsin  
My Commission: 02/03/2020



**INDEMNIFICATION RE STATZ BROS., INC. AND PC FARMS HOLDING II, LLC**

**BY SIGNING HEREUNDER**, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Village of Windsor, as follows: (1) Statz Bros., Inc. owns a portion of the Property in the Plat; (2) the Statz Property is subject to a binding purchase agreement with Bear Tree Farms, Inc.; (3) Statz Bros., Inc. has consented to the recording of this Agreement, all as an encumbrance against the Statz Property; (4) PC Farms Holding II, LLC, is the land contract vendor for a portion of the Property in the Plat; (2) PC Farms Holding II, LLC has consented to the recording of this Agreement, all as an encumbrance against that portion of the Property in which it has an interest. Furthermore, by signing hereunder, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, shall and hereby do personally and fully indemnify the Village from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred to the extent related to the untruth of the foregoing representations and warranties. This personal obligation is being entered in the interest of marriage and family and shall not be assigned or released without the express approval and written consent of the Village of Windsor.

Executed in Dane County, Wisconsin, on this 17 day of October, 2018.

Steven D. Pederson  
Steven D. Pederson, Individually

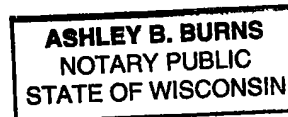
Dwight E. Ziegler  
Dwight E. Ziegler, Individually

**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  )ss.  
COUNTY OF DANE                        )

Personally came before me this 17 day of October, 2018, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ashley B. Burns  
Notary Public, State of Wisconsin  
My Commission: 02/03/2020



IN WITNESS WHEREOF, Dane County Land & Water Resources Department has caused this Agreement to be signed by its authorized representatives, as of this 17<sup>th</sup> day of October, 2018.

**DANE COUNTY LAND & WATER RESOURCES DEPARTMENT**

By: *J Harder*  
Engineering Division Staff Signature

Print name and title of authorized representative:

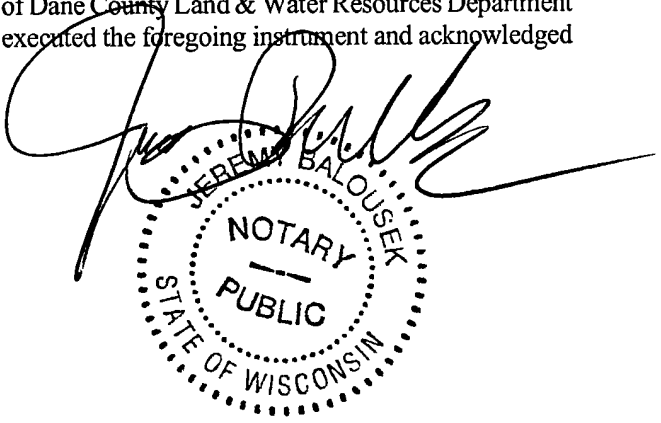
Josh Harder  
Erosion Control Engineer

**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

Personally came before me this 17 day of October, 2018, the above-named Josh Harder, as the authorized representative of Dane County Land & Water Resources Department of Dane County, WI, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Jeremy Balousek  
Notary Public, State of Wisconsin  
My Commission: Dec. 21, 2018





IN WITNESS WHEREOF, the Village of Windsor, has caused this Agreement to be signed by Robert E. Wipperfurth, Village President and its authorized representative, and attested to by Christine Capstran, Village Clerk, as of this 19 day of October, 2018.

**VILLAGE OF WINDSOR**

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

Attest: Christine Capstran  
Christine Capstran, Village Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 19 day of October, 2018, the above-named Robert E. Wipperfurth and Christine Capstran, known to me as the Village President and Village Clerk of the Village of Windsor, and who executed the foregoing instrument and acknowledged the same.

Amy Scheppe

Notary Public, State of Wisconsin

My Commission is Permanent/Expires: May 23, 2021

Attachments Incorporated by Reference:

Exhibit A: County Inspection, Maintenance and Prohibitions

Exhibit B: Plat Lots and Parcel Identification Numbers

***This Instrument Drafted By:***

Constance L. Anderson  
Anderson Consults, LLC  
P.O. Box 3004  
Madison, WI 53704-0004  
Connie@AndersonConsultsWI.com



**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any of its mortgages on the Property to the terms and provisions of this Development Agreement, this 17th day of October, 2018.

WISCONSIN RIVER BANK

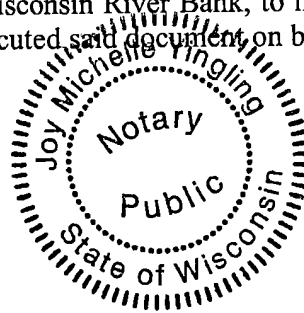
By: Richard T. Arneson  
Richard T. Arneson, President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF SAUK             )

On this 17th day of October, 2018, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

Joy Michelle Yingling

Notary Public, State of Wisconsin  
My Commission: 11/17/22



## EXHIBIT A

### COUNTY INSPECTION AND MAINTENANCE REQUIREMENTS, AND PROHIBITIONS

#### **LEGAL DESCRIPTION**

Plat of Bear Tree Farms, as recorded in Volume 60-004B of Plats, on Pages 222-229, as Document Number 5196369, Dane County Register of Deeds, located in the SE¼ and SW¼ of Section 28 and NE¼ and NW¼ of Section 33, all in Township 09 North, Range 10 East, in the Village of Windsor, Dane County, Wisconsin.

#### **PERMANENT COMPONENTS OF THE STORMWATER SYSTEM**

The Stormwater Management Measures consist of the following components:

- Swales
- Culverts and Storm Sewer
- Wet Detention Basins
- Infiltration Basins

#### **INSPECTION, MAINTENANCE, & PROHIBITIONS**

All components of the Stormwater Management Measures shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control device is compromised as described below. Developer, Owner and Association shall maintain records of all inspection and maintenance activities, which shall be made available to Village and County within ten (10) days of request.

#### ***SWALES***

Developer, Owner and Association shall also:

- Inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- Repair any areas that do not have good vegetative cover or that show signs of erosion.
- Repairs must restore the swale(s) to the specifications of the approved Plan.
- Mowing height shall be 6 inches in height or higher to promote filtration.
- Mowing shall occur infrequently (ideally twice annually) in order to retain taller vegetation.

#### ***CULVERTS & STORM SEWER***

Developer, Owner and Association shall:

- Perform visual inspections of components and remove debris from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Replace rip-rap as necessary to maintain compliance with the approved Plan.
- Repair and restore all components to the specifications of the approved Plan.

#### ***WET DETENTION BASINS***

Developer, Owner and Association shall:

- Perform visual inspection of the basin outlet structure(s) and perimeter semi-annually. All undesirable vegetation and volunteer tree growth shall be removed, including that which is in close proximity to the outlet structure(s).
- Check the outlet structure(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).
- Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.
- Conduct a topographic survey of the pond bottom and sediment depth shall be conducted every 5-years or at the request of the municipality. The survey shall be of

sufficient detail so as to evaluate volume of accumulated sediment. Survey data shall be sealed by a registered land surveyor or engineer.

- Inspect accumulated sediment in the permanent pool area, as identified by the topographic survey, and dredge and dispose of offsite as required by Wisconsin Department of Natural Resources Technical Standard 1001 - Wet Detention Pond, as may be amended.
- Maintain access to the basin for the County and/or Village to perform inspection and maintenance activities.
- Prohibit and eliminate plantings or structures of any kind within the retention pond area except per the approved Plan, except where prior written approval is obtained from the County and Village Engineer.

### ***INFILTRATION BASINS***

Developer, Owner and Association shall:

- Protect infiltration surface from construction sediment with staging or through the use of erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred, and satisfactory assurance of said results provided to County and Village.
- In the first Spring and Summer after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is necessary per week.
- Remove emergency drawdown plug (if present) for first growing season in basin. This will allow plugs to establish and minimized the risk of plant failure.
- Inspect the area at the beginning and end of each growing season or after every rainstorm greater than 2.5 inches. If the system fails visibly due to sustained sediment loading, the upper soil layer should be replaced and re-vegetated. Growing, native vegetation may be salvaged prior to replacing the upper soil layer. Visible failure is when standing water remains in the infiltration area longer than 24 hours after the termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved Plan or modified as approved by County and City Engineer.
- All vehicular or equipment is prohibited from driving onto or across basin
- Pedestrian traffic is prohibited from crossing basin
- Snow shall not be dumped directly onto the infiltration surface.

### **PROHIBITIONS**

Mowing in ditches will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches.

**EXHIBIT B**  
**PLAT OF BEAR TREE FARMS-AFFECTED LOTS**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>
1	0910-283-0001-1	80	0910-332-0270-1	134	0910-331-2564-1
2	0910-283-0012-1	81	0910-332-0281-1	135	0910-331-2575-1
3	0910-283-0023-1	82	0910-332-0292-1	136	0910-331-2586-1
4	0910-283-0034-1	83	0910-331-2003-1	137	0910-331-2597-1
5	0910-283-0045-1	84	0910-331-2014-1	138	0910-331-2608-1
6	0910-283-0056-1	85	0910-331-2025-1	139	0910-331-2619-1
7	0910-283-0067-1	86	0910-331-2036-1	140	0910-331-2630-1
8	0910-283-0078-1	87	0910-331-2047-1	141	0910-331-2641-1
9	0910-283-0089-1	88	0910-331-2058-1	142	0910-331-4002-1
10	0910-283-0100-1	89	0910-331-2069-1	143	0910-331-4013-1
11	0910-283-0111-1	90	0910-331-2080-1	144	0910-331-4024-1
12	0910-283-0122-1	91	0910-331-2091-1	145	0910-331-4035-1
13	0910-283-0133-1	92	0910-331-2102-1	146	0910-331-2666-1
14	0910-283-6004-1	93	0910-331-2113-1	147	0910-331-2677-1
15	0910-283-6015-1	94	0910-331-2124-1	148	0910-331-2688-1
16	0910-283-6026-1	95	0910-331-2135-1	149	0910-331-2699-1
17	0910-283-6037-1	96	0910-331-2146-1	150	0910-331-2710-1
18	0910-283-6048-1	97	0910-331-2157-1	151	0910-331-2721-1
19	0910-283-6059-1	98	0910-331-2168-1	152	0910-331-2732-1
20	0910-283-6070-1	99	0910-331-2179-1	153	0910-331-2743-1
21	0910-283-6081-1	100	0910-331-2190-1	154	0910-331-2754-1
22	0910-283-6092-1	101	0910-331-2201-1	155	0910-331-2756-1
23	0910-283-6103-1	102	0910-331-2212-1	156	0910-331-2776-1
24	0910-283-6114-1	103	0910-331-2223-1	157	0910-331-2787-1
25	0910-283-6125-1	104	0910-331-2234-1	158	0910-331-2798-1
26	0910-283-6136-1	105	0910-331-2245-1	159	0910-331-2809-1
27	0910-332-0007-1	106	0910-331-2256-1	160	0910-331-2820-1
28	0910-332-0018-1	107	0910-331-2267-1	161	0910-331-2831-1
39	0910-283-6209-1	108	0910-331-2278-1	162	0910-284-4182-1
40	0910-283-6220-1	109	0910-331-2289-1	163	0910-284-4193-1
41	0910-283-6231-1	110	0910-331-2300-1	164	0910-284-4204-1
42	0910-283-6242-1	111	0910-331-2311-1	165	0910-284-4215-1
43	0910-283-6253-1	112	0910-331-2322-1	166	0910-284-4226-1
44	0910-283-6264-1	113	0910-331-2333-1	167	0910-284-4237-1
45	0910-284-4005-1	114	0910-331-2344-1	168	0910-284-4248-1
46	0910-284-4016-1	115	0910-331-2355-1	169	0910-284-4259-1
47	0910-284-4027-1	116	0910-331-2366-1	170	0910-284-4270-1
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53	0910-284-4093-1	122	0910-331-2432-1	176	0910-284-2016-1
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55	0910-284-4115-1	124	0910-331-2454-1	178	0910-284-2038-1
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57	0910-284-4137-1	126	0910-331-2476-1	180	0910-284-2060-1
58	0910-284-4148-1	127	0910-331-2487-1	181	0910-284-2071-1
59	0910-284-4159-1	128	0910-331-2498-1	182	0910-284-2082-1
60	0910-283-6280-1	129	0910-331-2509-1	183	0910-284-2093-1
61	0910-283-6291-1	130	0910-331-2520-1	184	0910-284-2104-1
62	0910-283-6302-1	131	0910-331-2531-1	185	0910-284-2115-1
63	0910-283-6313-1	132	0910-331-2542-1	186	0910-284-2126-1
71	0910-332-0171-1	133	0910-331-2553-1	187	0910-284-2137-1

Lot Number	Parcel Number	Lot Number	Parcel Number	Lot Number	Parcel Number
188	0910-284-2148-1	246	0910-284-2256-1	304	0910-283-0264-1
189	0910-284-2159-1	247	0910-284-2267-1	305	0910-283-0275-1
190	0910-284-2170-1	248	0910-284-2278-1	306	0910-283-0286-1
191	0910-284-2181-1	249	0910-284-2289-1	307	0910-283-0297-1
192	0910-284-2192-1	250	0910-284-2300-1	308	0910-283-0308-1
193	0910-284-2203-1	251	0910-284-2311-1	309	0910-283-0319-1
194	0910-284-4334-1	252	0910-284-2322-1	310	0910-283-0330-1
195	0910-284-4345-1	253	0910-284-2333-1	311	0910-283-0341-1
196	0910-284-4356-1	254	0910-284-2344-1	312	0910-283-0352-1
197	0910-284-4367-1	255	0910-284-2355-1	313	0910-283-0363-1
198	0910-284-4378-1	256	0910-284-2366-1	314	0910-283-0374-1
199	0910-284-4389-1	257	0910-284-2377-1	315	0910-283-0385-1
200	0910-284-4400-1	258	0910-284-2388-1	316	0910-283-0396-1
201	0910-284-4411-1	259	0910-284-2399-1	317	0910-283-6377-1
202	0910-284-4422-1	260	0910-284-2410-1	318	0910-283-6388-1
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205	0910-284-4455-1	263	0910-284-2443-1	321	0910-283-6421-1
206	0910-284-4466-1	264	0910-284-2454-1	322	0910-283-6432-1
207	0910-284-4477-1	265	0910-284-2465-1	323	0910-283-6443-1
208	0910-284-4488-1	266	0910-284-2476-1	324	0910-283-6454-1
209	0910-284-4499-1	267	0910-284-2487-1	325	0910-283-6465-1
210	0910-284-4510-1	268	0910-284-2498-1	326	0910-283-6476-1
211	0910-284-4521-1	269	0910-284-2509-1	327	0910-283-6487-1
212	0910-284-4532-1	270	0910-284-2520-1	328	0910-283-6498-1
213	0910-284-4543-1	271	0910-283-0151-1	329	0910-283-6509-1
214	0910-284-4554-1	272	0910-283-0162-1	330	0910-283-6520-1
215	0910-284-4565-1	273	0910-283-0173-1	331	0910-283-6531-1
216	0910-284-4576-1	274	0910-284-2544-1	332	0910-283-6542-1
217	0910-284-4587-1	275	0910-284-2555-1	333	0910-283-6553-1
218	0910-284-4598-1	276	0910-284-2566-1	334	0910-283-6564-1
219	0910-284-4609-1	277	0910-284-2577-1	335	0910-283-6575-1
220	0910-284-4620-1	278	0910-284-2588-1	336	0910-283-6586-1
221	0910-284-4631-1	279	0910-284-2599-1	337	0910-283-6597-1
222	0910-284-4642-1	280	0910-284-2610-1	338	0910-283-6608-1
223	0910-284-4653-1	281	0910-284-2621-1	339	0910-283-6619-1
224	0910-284-4664-1	282	0910-284-2632-1	340	0910-283-6630-1
225	0910-284-4675-1	283	0910-284-2643-1	341	0910-283-6641-1
226	0910-284-4686-1	284	0910-284-2654-1	342	0910-283-6652-1
227	0910-284-4697-1	285	0910-284-4885-1	343	0910-283-6663-1
228	0910-284-4708-1	286	0910-284-4896-1	344	0910-283-6674-1
229	0910-284-4719-1	287	0910-284-4907-1	345	0910-283-6684-1
230	0910-284-4730-1	288	0910-284-4918-1	346	0910-283-6696-1
231	0910-284-4741-1	289	0910-284-4929-1	347	0910-283-6707-1
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234	0910-284-4774-1	292	0910-284-2692-1	350	0910-283-6740-1
235	0910-284-4785-1	293	0910-284-2703-1	351	0910-283-6751-1
236	0910-284-4796-1	294	0910-284-2714-1	364	0910-283-6894-1
237	0910-284-4807-1	295	0910-284-2725-1	365	0910-283-6905-1
238	0910-284-4818-1	296	0910-283-0196-1	366	0910-283-6916-1
239	0910-284-4829-1	297	0910-283-0207-1	367	0910-283-6927-1
240	0910-284-4840-1	298	0910-283-0218-1		
241	0910-284-4851-1	299	0910-283-6339-1		
242	0910-284-4862-1	300	0910-283-6350-1		
243	0910-284-2223-1	301	0910-283-0231-1		
244	0910-284-2234-1	302	0910-283-0242-1		
245	0910-284-2245-1	303	0910-283-0253-1		

<b>Outlot Number</b>	<b>Parcel Number</b>
1	0910-284-4975-1
2	0910-332-0325-1
3	0910-332-0350-1
4	0910-331-4075-1
5	0910-331-2875-1
6	0910-284-2775-1
7	0910-284-2800-1
8	0910-283-0425-1

<b>Lot Number (Conveyed to 3<sup>rd</sup> Party)</b>	<b>Parcel Number</b>
29	0910-332-0029-1
30	0910-332-0040-1
31	0910-332-0051-1
32	0910-332-0062-1
33	0910-332-0073-1
34	0910-283-6154-1
35	0910-283-6165-1
36	0910-283-6176-1
37	0910-283-6187-1
38	0910-283-6198-1
64	0910-332-0094-1
65	0910-332-0105-1
66	0910-332-0116-1
67	0910-332-0127-1
68	0910-332-0138-1
69	0910-332-0149-1
70	0910-332-0160-1
72	0910-332-0182-1
73	0910-332-0193-1
74	0910-332-0204-1
75	0910-332-0215-1
76	0910-332-0226-1
77	0910-332-0237-1
78	0910-332-0248-1
79	0910-332-0259-1
352	0910-283-6762-1
353	0910-283-6773-1
354	0910-283-6784-1
355	0910-283-6795-1
356	0910-283-6806-1
357	0910-283-6717-1
359	0910-283-6839-1
360	0910-283-6850-1
361	0910-283-6861-1
362	0910-283-6872-1
363	0910-283-6883-1
368	0910-283-6938-1

**PLAT OF BEAR TREE FARMS,  
VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
AND MAINTENANCE REQUIREMENTS FOR  
STORMWATER MANAGEMENT MEASURES  
AND  
WAIVER OF RIGHT TO CONTEST SPECIAL  
ASSESSMENTS AND CHARGES**

This "**Second Amendment**" amends the *First Amendment and Original Declaration of Restrictions and Maintenance Requirements for Stormwater Management Measures and Waiver of Right to Contest Special Assessments and Charges* recorded December 17, 2015 by the Dane County Register of Deeds as Document No. 5204220 (the "**Original Agreement**"). The parties to the Original Agreement and the **DANE COUNTY LAND &**

**WATER RESOURCES DEPARTMENT ("County")**, serving as Dane County's authorized representative and having jurisdiction over stormwater management in the Plat of Bear Tree Farms (the "**Plat**"), wish to amend the Original Agreement and First Amendment as set forth in this Second Amendment.

**RECITALS**

**WHEREAS**, since entering the Original Agreement and First Amendment, there have been changes in the Stormwater Management Plan and Development Agreement and the County has clarified its requirements for inspection, maintenance and prohibitions of the Stormwater Management Measures; and

**WHEREAS**, the County has approved the Stormwater Management Plan last revised by Snyder & Associates, Inc. on May 3, 2019, subject to conditions, and has requested that this Agreement be amended to reference and incorporate the revised Stormwater Management Plan, and that a fully executed Agreement be executed for recording prior to the County's issuance of updated stormwater management and erosion control permits; and

**WHEREAS**, the parties wish to confirm their mutual understanding by executing this Second Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals set forth above, which are incorporated herein by reference, the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, Owners and Association agree with Windsor and the County, as follows:

1. All terms defined in the Original Agreement and First Amendment shall have the same meaning in this Second Amendment, except where otherwise defined by this Second

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5488234  
05/16/2019 10:35 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 13**

Return to: Amy Anderson Schweppe  
Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
**Parcel Nos:**  
See Exhibit B



Amendment.

2. The parties hereby acknowledge and agree to be bound as follows:
  - a. For the purposes of the Agreement, the “**Stormwater Management Plan**” or “**Plan**” is the Stormwater Management Plan for Bear Tree Farms first prepared by Vierbicher Associates, Inc. on April 30, 2014, revised on July 9, 2018, for Project #130264—Task 7, and last revised by Snyder & Associates, Inc. on May 3, 2019 and as reviewed and approved by the applicable governing authorities.
  - b. The Developer, Owners and Association shall comply with the inspection and maintenance requirements and prohibitions required by the County, all as set forth on **Exhibit A**, which is attached and incorporated herein by reference.
  - c. The Developer and Owners agree to construct and install the Stormwater Management Measures as set forth in the Agreement for Public Improvements and Development Matters (“**Development Agreement**”) executed and effective as of August 16, 2018 and recorded in the Dane County Register of Deeds office on August 21, 2018 as Document #5435598, and as may be amended. (The Development Agreement terminates, replaces and supersedes the Original DA executed on September 18, 2015, and recorded in the Dane County Register of Deeds office on December 17, 2015 as Document #5204219 (“**Original DA**”), and specifically sets forth remedial requirements for Stormwater Management Measures in Phase 1.)
3. The Original Agreement and First Amendment are hereby ratified and fully continue to be in effect, except as amended by this Second Amendment. To the extent of a conflict between the Original Agreement, First Amendment and this Second Amendment, the stricter requirements control.
4. The Original Agreement, First Amendment and this Second Amendment shall be collectively referred to as the “**Agreement**.” The Agreement shall bind the parties and the parties’ heirs, successors and assigns, shall run with the land in the Plat and shall be effective when executed by all parties.

*SIGNATURES OF DEVELOPER, OWNERS, ASSOCIATION, VILLAGE AND COUNTY ARE  
ON THE PAGES THAT FOLLOW*

IN WITNESS WHEREOF, Bear Tree Farms Homeowners Association, Inc. has caused this Agreement to be signed by its authorized representative, as of this 8<sup>th</sup> day of May, 2019.

**BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**

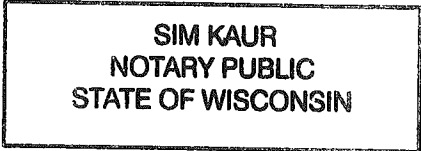
By: Steven D. Pederson  
Steven D. Pederson, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Steven D. Pederson, as President of Bear Tree Farms Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Sim  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2023



IN WITNESS WHEREOF, Bear Tree Farms, Inc., as Owner and Developer, has caused this Agreement to be signed its authorized representative, as of this 8<sup>th</sup> day of May, 2019.

**DEVELOPER AND OWNER**

Bear Tree Farms, Inc.

By: Steven D. Pederson  
Steven D. Pederson, President

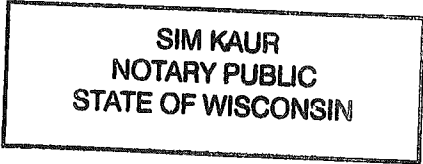
By: Dwight E. Ziegler  
Dwight E. Ziegler, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Bear Tree Farms, Inc.

Sim  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2023



IN WITNESS WHEREOF, PC FARMS HOLDING II, LLC, as Owner, has caused this Agreement to be signed by its authorized representatives, as of this 9~~4~~ day of May, 2019.

PC FARMS HOLDING II, LLC, AS OWNER (Land Contract Vendor)

By: [Signature]  
Dwight E. Ziegler, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )

)ss.

COUNTY OF DANE )

Personally came before me this 9 day of May, 2019, the above-named Dwight E. Ziegler, as Managing Member of PC Farms Holding II, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

[Signature]

Notary Public, State of Wisconsin

My Commission: expires 8/16/19

NOTARY PUBLIC  
RACHAEL R. SCHROEDER  
STATE OF WISCONSIN

**INDEMNIFICATION RE STATZ BROS., INC. AND PC FARMS HOLDING II, LLC**

BY SIGNING HEREUNDER, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Village of Windsor, as follows: (1) Statz Bros., Inc. owns a portion of the Property in the Plat; (2) the Statz Property is subject to a binding purchase agreement with Bear Tree Farms, Inc.; (3) Statz Bros., Inc. has consented to the recording of this Agreement, all as an encumbrance against the Statz Property; (4) PC Farms Holding II, LLC, is the land contract vendor for a portion of the Property in the Plat; (2) PC Farms Holding II, LLC has consented to the recording of this Agreement, all as an encumbrance against that portion of the Property in which it has an interest. Furthermore, by signing hereunder, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, shall and hereby do personally and fully indemnify the Village from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred to the extent related to the untruth of the foregoing representations and warranties. This personal obligation is being entered in the interest of marriage and family and shall not be assigned or released without the express approval and written consent of the Village of Windsor.

Executed in Dane County, Wisconsin, on this 8<sup>th</sup> day of May, 2019.

Steven D. Pederson  
Steven D. Pederson, Individually

Dwight E. Ziegler  
Dwight E. Ziegler, Individually

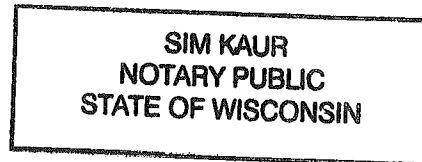
**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE            )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named

Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Sim Kaur  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2023



IN WITNESS WHEREOF, Dane County Land & Water Resources Department has caused this Agreement to be signed by its authorized representatives, as of this 9<sup>th</sup> day of MAY, 2019.

**DANE COUNTY LAND & WATER RESOURCES DEPARTMENT**

By: *J. Harder*  
Engineering Division Staff Signature

Print name and title of authorized representative:

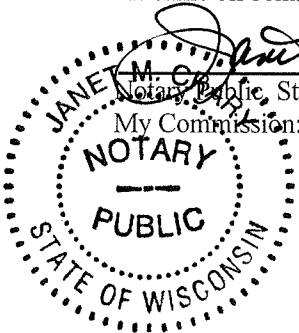
*Josh Harder*  
*Erosion Control Engineer*

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 9<sup>th</sup> day of May, 2019, the above-named Josh Harder, as the authorized representative of Dane County Land & Water Resources Department of Dane County, WI, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

*Janet M. Crary*  
Notary Public, State of Wisconsin  
My Commission: 8-30-19 **JANET M. CRARY**



IN WITNESS WHEREOF, the Village of Windsor, has caused this Agreement to be signed by Robert E. Wipperfurth, Village President and its authorized representative, and attested to by Christine Capstran, Village Clerk, as of this 8<sup>th</sup> day of May, 2019.

**VILLAGE OF WINDSOR**

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

Attest: Christine Capstran  
Christine Capstran, Village Clerk

**ACKNOWLEDGEMENT**

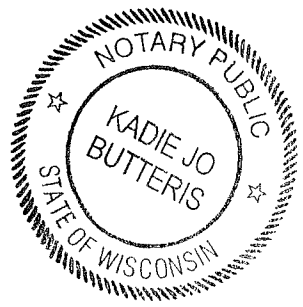
STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Robert E. Wipperfurth and Christine Capstran, known to me as the Village President and Village Clerk of the Village of Windsor, and who executed the foregoing instrument and acknowledged the same.

Kadie Jo Butteris

Notary Public, State of Wisconsin  
My Commission is Permanent/Expires: 4/6/2021



Attachments Incorporated by Reference:  
Exhibit A: County Inspection, Maintenance and Prohibitions  
Exhibit B: Plat Lots and Parcel Identification Numbers

***This Instrument Drafted By:***  
Michael L. Calkins  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718

**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any of its mortgages on the Property to the terms and provisions of this Development Agreement, this 10<sup>th</sup> day of 10<sup>th</sup> May, 2019.

WISCONSIN RIVER BANK

By: *Richard T. Arneson*  
Richard T. Arneson, President

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF SAUK                        )

On this 10<sup>th</sup> day of MAY, 2019, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

*Joy Michelle Yingling*  
Joy Michelle Yingling  
Notary Public, State of Wisconsin  
My Commission: 1/17/22



## EXHIBIT A

### COUNTY INSPECTION AND MAINTENANCE REQUIREMENTS, AND PROHIBITIONS

#### LEGAL DESCRIPTION

Plat of Bear Tree Farms, as recorded in Volume 60-004B of Plats, on Pages 222-229, as Document Number 5196369, Dane County Register of Deeds, located in the SE¼ and SW¼ of Section 28 and NE¼ and NW¼ of Section 33, all in Township 09 North, Range 10 East, in the Village of Windsor, Dane County, Wisconsin.

#### **PERMANENT COMPONENTS OF THE STORMWATER SYSTEM**

The Stormwater Management Measures consist of the following components:

- Swales
- Culverts and Storm Sewer
- Wet Detention Basins
- Infiltration Basins

#### INSPECTION, MAINTENANCE, & PROHIBITIONS

All components of the Stormwater Management Measures shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control device is compromised as described below. Developer, Owner and Association shall maintain records of all inspection and maintenance activities, which shall be made available to Village and County within ten (10) days of request.

#### ***SWALES***

Developer, Owner and Association shall also:

- Inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- Repair any areas that do not have good vegetative cover or that show signs of erosion.
- Repairs must restore the swale(s) to the specifications of the approved Plan.
- Mowing height shall be 6 inches in height or higher to promote filtration.
- Mowing shall occur infrequently (ideally twice annually) in order to retain taller vegetation.

#### ***CULVERTS & STORM SEWER***

Developer, Owner and Association shall:

- Perform visual inspections of components and remove debris from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Replace rip-rap as necessary to maintain compliance with the approved Plan.
- Repair and restore all components to the specifications of the approved Plan.

#### ***WET DETENTION BASINS***

Developer, Owner and Association shall:

- Perform visual inspection of the basin outlet structure(s) and perimeter semi-annually. All undesirable vegetation and volunteer tree growth shall be removed, including that which is in close proximity to the outlet structure(s).
- Check the outlet structure(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).
- Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.
- Conduct a topographic survey of the pond bottom and sediment depth shall be conducted every 5-years or at the request of the municipality. The survey shall be of



sufficient detail so as to evaluate volume of accumulated sediment. Survey data shall be sealed by a registered land surveyor or engineer.

- Inspect accumulated sediment in the permanent pool area, as identified by the topographic survey, and dredge and dispose of offsite as required by Wisconsin Department of Natural Resources Technical Standard 1001 - Wet Detention Pond, as may be amended.
- Maintain access to the basin for the County and/or Village to perform inspection and maintenance activities.
- Prohibit and eliminate plantings or structures of any kind within the retention pond area except per the approved Plan, except where prior written approval is obtained from the County and Village Engineer.

### ***INFILTRATION BASINS***

Developer, Owner and Association shall:

- Protect infiltration surface from construction sediment with staging or through the use of erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred, and satisfactory assurance of said results provided to County and Village.
- In the first Spring and Summer after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is necessary per week.
- Remove emergency drawdown plug (if present) for first growing season in basin. This will allow plugs to establish and minimized the risk of plant failure.
- Inspect the area at the beginning and end of each growing season or after every rainstorm greater than 2.5 inches. If the system fails visibly due to sustained sediment loading, the upper soil layer should be replaced and re-vegetated. Growing, native vegetation may be salvaged prior to replacing the upper soil layer. Visible failure is when standing water remains in the infiltration area longer than 72 hours after the termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved Plan or modified as approved by County and Village Engineer.
- All vehicular or equipment is prohibited from driving onto or across basin
- Pedestrian traffic is prohibited from crossing basin
- Snow shall not be dumped directly onto the infiltration surface.

### **PROHIBITIONS**

Mowing in ditches will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches.

**EXHIBIT B**  
**PLAT OF BEAR TREE FARMS-AFFECTED LOTS**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>
1	0910-283-0001-1	80	0910-332-0270-1	134	0910-331-2564-1
2	0910-283-0012-1	81	0910-332-0281-1	135	0910-331-2575-1
3	0910-283-0023-1	82	0910-332-0292-1	136	0910-331-2586-1
4	0910-283-0034-1	83	0910-331-2003-1	137	0910-331-2597-1
5	0910-283-0045-1	84	0910-331-2014-1	138	0910-331-2608-1
6	0910-283-0056-1	85	0910-331-2025-1	139	0910-331-2619-1
7	0910-283-0067-1	86	0910-331-2036-1	140	0910-331-2630-1
8	0910-283-0078-1	87	0910-331-2047-1	141	0910-331-2641-1
9	0910-283-0089-1	88	0910-331-2058-1	142	0910-331-4002-1
10	0910-283-0100-1	89	0910-331-2069-1	143	0910-331-4013-1
11	0910-283-0111-1	90	0910-331-2080-1	144	0910-331-4024-1
12	0910-283-0122-1	91	0910-331-2091-1	145	0910-331-4035-1
13	0910-283-0133-1	92	0910-331-2102-1	146	0910-331-2666-1
14	0910-283-6004-1	93	0910-331-2113-1	147	0910-331-2677-1
15	0910-283-6015-1	94	0910-331-2124-1	148	0910-331-2688-1
16	0910-283-6026-1	95	0910-331-2135-1	149	0910-331-2699-1
17	0910-283-6037-1	96	0910-331-2146-1	150	0910-331-2710-1
18	0910-283-6048-1	97	0910-331-2157-1	151	0910-331-2721-1
19	0910-283-6059-1	98	0910-331-2168-1	152	0910-331-2732-1
20	0910-283-6070-1	99	0910-331-2179-1	153	0910-331-2743-1
21	0910-283-6081-1	100	0910-331-2190-1	154	0910-331-2754-1
22	0910-283-6092-1	101	0910-331-2201-1	155	0910-331-2756-1
23	0910-283-6103-1	102	0910-331-2212-1	156	0910-331-2776-1
24	0910-283-6114-1	103	0910-331-2223-1	157	0910-331-2787-1
25	0910-283-6125-1	104	0910-331-2234-1	158	0910-331-2798-1
26	0910-283-6136-1	105	0910-331-2245-1	159	0910-331-2809-1
27	0910-332-0007-1	106	0910-331-2256-1	160	0910-331-2820-1
28	0910-332-0018-1	107	0910-331-2267-1	161	0910-331-2831-1
39	0910-283-6209-1	108	0910-331-2278-1	162	0910-284-4182-1
40	0910-283-6220-1	109	0910-331-2289-1	163	0910-284-4193-1
41	0910-283-6231-1	110	0910-331-2300-1	164	0910-284-4204-1
42	0910-283-6242-1	111	0910-331-2311-1	165	0910-284-4215-1
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51	0910-284-4071-1	120	0910-331-2410-1	174	0910-284-4314-1
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53	0910-284-4093-1	122	0910-331-2432-1	176	0910-284-2016-1
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Lot Number	Parcel Number	Lot Number	Parcel Number	Lot Number	Parcel Number
188	0910-284-2148-1	246	0910-284-2256-1	304	0910-283-0264-1
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245	0910-284-2245-1	303	0910-283-0253-1		

<b>Outlot Number</b>	<b>Parcel Number</b>
1	0910-284-4975-1
2	0910-332-0325-1
3	0910-332-0350-1
4	0910-331-4075-1
5	0910-331-2875-1
6	0910-284-2775-1
7	0910-284-2800-1
8	0910-283-0425-1

<b>Lot Number (Conveyed to 3<sup>rd</sup> Party)</b>	<b>Parcel Number</b>
29	0910-332-0029-1
30	0910-332-0040-1
31	0910-332-0051-1
32	0910-332-0062-1
33	0910-332-0073-1
34	0910-283-6154-1
35	0910-283-6165-1
36	0910-283-6176-1
37	0910-283-6187-1
38	0910-283-6198-1
64	0910-332-0094-1
65	0910-332-0105-1
66	0910-332-0116-1
67	0910-332-0127-1
68	0910-332-0138-1
69	0910-332-0149-1
70	0910-332-0160-1
72	0910-332-0182-1
73	0910-332-0193-1
74	0910-332-0204-1
75	0910-332-0215-1
76	0910-332-0226-1
77	0910-332-0237-1
78	0910-332-0248-1
79	0910-332-0259-1
352	0910-283-6762-1
353	0910-283-6773-1
354	0910-283-6784-1
355	0910-283-6795-1
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359	0910-283-6839-1
360	0910-283-6850-1
361	0910-283-6861-1
362	0910-283-6872-1
363	0910-283-6883-1
368	0910-283-6938-1



8 9 3 5 6 0 8  
Tx:8717430

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5204221**

**12/17/2015 1:54 PM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 17**

**PLAT OF BEAR TREE FARMS,  
TOWN OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**REQUIREMENTS FOR PATH MAINTENANCE  
AND  
WAIVER OF RIGHT TO CONTEST SPECIAL  
ASSESSMENTS AND CHARGES**

This **Agreement** is by, between and among **BEAR TREE FARMS, INC.**, a Wisconsin corporation (the "**Developer**"), and **BEAR TREE FARMS, INC., PC FARMS HOLDING II, LLC**, a Wisconsin limited liability company, and **STATZ BROS., INC.**, a Wisconsin corporation, all as their respective ownership interests in the Property appear (collectively herein, "**Owners**"), **BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**,

a Wisconsin corporation ("**Association**"), and the **TOWN OF WINDSOR**, a corporate body and politic located in Dane County, Wisconsin ("**Windsor**") and encumbers property located in the Town of Windsor, Dane County, Wisconsin, known as the **PLAT OF BEAR TREE FARMS** (the "**Property**" or the "**Plat**"). This **Agreement** shall bind the parties and the parties' heirs, successors and assigns, shall run with the land and shall be effective when executed by all parties.

**RECITALS**

**WHEREAS**, as of the effective date of this Agreement, PC Farms Holding II, LLC holds a land contract vendor's interest and Bear Tree Farms, Inc. holds a land contract purchaser's interest in the portion of the Plat of Bear Tree Farms described on **Exhibit A**, which is attached hereto and incorporated by reference (the "**BTF Property**"), and the Statz Bros., Inc. own an approximately ten (10) acre portion of the Plat of Bear Tree Farms described on **Exhibit B**, which is attached hereto and incorporated by reference (the "**Statz Property**");

**WHEREAS**, the BTF Property and the Statz Property, taken together, are the property now described as the Plat of Bear Tree Farms (the "**Plat**");

**WHEREAS**, the Owners willingly and voluntarily enter this Agreement as a covenant running with the land and binding on the Plat;

**WHEREAS**, the Developer has obtained from Windsor the authority to construct necessary public infrastructure on the Plat and market the Plat in phases, all pursuant to a Development Agreement and other agreements with Windsor, each and all of which were executed concurrently with this Agreement and recorded in the Dane County Register of Deeds office on or about the date of recording of the Plat;

**WHEREAS**, Developer shall construct paths within the Plat (the "**Paths**") in accordance with the Plan agreed to by and between Developer and Windsor (the "**Plan**"), which Plan is described

with particularity in the Development Agreement for the Plat recorded at the Dane County Register of Deeds office; and,

**WHEREAS**, Windsor and Developer acknowledge that, following construction, the Paths will require maintenance and wish to set forth in this Agreement the terms and conditions for maintenance of the Paths.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals set forth above, which are incorporated herein by reference, the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, Owners and Windsor agree as follows:

1. **Paths: General Overview of Purposes and Requirements.** The Paths are an important component of the Plat. For that reason:
  - a. **No person shall place or permit an improvement or obstruction to be located or remain on the Paths.** Examples of impermissible obstructions are buildings, sheds, fences, trees, shrubs, gardens, plantings of other than grass or prairie-type landscaping, and moveable or temporary items.
  - b. Developer shall construct and maintain the Paths in a manner that is consistent with the Plan, this Agreement, and the Development Agreement.
  - c. At such time as Developer's responsibility for maintenance of a particular portion of the Paths ends, Windsor and the lot owner, respectively and as detailed in this Agreement, shall maintain the Paths.
  - d. The Windsor Engineer is hereby granted exclusive authority to determine whether the Paths meet the standards required by this Agreement. (*See Definitions section below for description of standards.*)
  
2. **Construction and Initial Maintenance by Developer.** As indicated above, Developer shall be responsible for the construction of all required Paths located on the Property and, prior to completion of construction of each phase of the Plat as required by the Development Agreement, for maintenance of the Paths.

Construction shall be completed in accordance with the Plan, and completion in accordance with the Plan shall be certified to Windsor by Developer's Engineer. Developer's obligations for completion of construction of the Paths in a particular phase shall be deemed satisfied when Windsor's Engineer confirms in writing no objection to the construction and/or to Developer's Engineer's certification for that particular phase.

Following such completion, and until maintenance responsibility ends as set forth in this Agreement, Developer shall maintain the Paths in good condition. (*See Definitions section below for description of standards for maintenance in good condition.*)

All construction and maintenance described in this Section of the Agreement shall be at the sole cost and expense of Developer.

When Developer completes construction of a particular phase in accordance with the Development Agreement, Developer's responsibilities for maintenance of the Paths shall end as to those Paths serving and located on lots within that phase. At that time, the responsibility for maintenance shall be transferred to Windsor and lot owners, respectively, as set forth in this Agreement.

3. **Continued Maintenance by Windsor; Lot Owner's Responsibility.** After such time as responsibility for maintenance is transferred to Windsor, Windsor shall maintain the Paths in good condition. (See Definitions section below for description of standards for maintenance in good condition.)

The lot owner has an ongoing responsibility to keep the Path located on his or her lot free from obstructions. Windsor's assumption of maintenance of the Paths does not relieve the lot owner from this responsibility.

All costs and expenses incurred by Windsor in maintaining the Paths shall be charged or assessed to the lot owner as a special charge, by placing the amount of the special charge on the tax roll for the lot in accordance with Wis. Stat. s. 66.0627, or by such other method allowed by Wisconsin statutes and Windsor Ordinances. **Developer and Owners, for themselves, and their heirs, successors and assigns, hereby waive the right to contest any and all such charges or assessments imposed for maintenance of the Paths.**

4. **Easement and Right of Access Granted to Windsor for Maintenance of Paths.** Owners hereby irrevocably grant to Windsor the perpetual right to access and enter the Paths and maintain the Paths. The access granted hereby shall include the right of access across such portions of the Property as deemed reasonably necessary by Windsor to access the Paths, and shall include the right to bring repair trucks and other machinery and equipment as Windsor deems necessary to maintain the Paths. This perpetual easement and right of access burdens the Paths and such portions of the Plat deemed by Windsor to be necessary to access the Paths.

The obligation for restoration as a result of access to or maintenance of Paths shall be limited to grass seeding, fertilizer and mulch only.

5. **Absolute Waiver of Right to Contest Special Assessments and Charges for Maintenance of Paths.** The Owners hereby fully and forever waive the right to contest the assessment or charge imposed against the lots for costs that Windsor incurs for maintenance of the Paths within the Plat. The Owners acknowledge that waiver of this right includes, but is not limited to, the right to contest: (1) that maintenance of the Paths confers a *benefit* on the lots in the Plat; (2) that the lot on which maintenance of a Path occurs shall be one appropriate *assessment area* for costs associated with repair and patching of the Path; (3) that a per lot basis for all lots within the Plat is one appropriate *assessment area* and acceptable *method* of assessing the costs for maintenance of the Paths; and, (4) that the actual costs and expenses incurred by Windsor are the *reasonable amount* for the assessment or special charge. Windsor has

approved development of the Property with express reliance on this Agreement and waiver, and shall have the right to rely on this waiver as a defense against claims made against Windsor related to the special charges or assessments imposed by this Agreement.

6. **Term/Termination.** The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds for Dane County, Wisconsin, a written instrument of termination signed by Windsor and all of the then-owners of the Property.
7. **Definitions.** When used herein, the following terms shall be defined and are used as follows:
  - a. The standard for maintenance of the Paths shall be determined following consideration of all of the factors that impact the condition of the Paths. For example, asphalt paths may become uneven, crack or develop potholes over time. The party responsible for maintenance under this Agreement shall use reasonable efforts to identify, repair or cold patch significant cracks or potholes on a reasonable basis. The party responsible for maintenance under this Agreement shall use reasonable efforts to plow, sand and/or salt so that the Paths are reasonably free of snow during the winter. Developer, Owners and Windsor acknowledge that, in Wisconsin, snow, ice and wet areas are to be expected and that it is likely that there will be slippery patches on the Paths during winter months, much as there are slippery patches on roadways. *Users of the Paths are advised to take all reasonable precautions when using the Paths, particularly during inclement weather that may adversely impact the condition of the Paths.*
  - b. Developer's and Owners' heirs, successors and assigns are included when the term Developer and/or Owner(s) is used in this Agreement. More specifically, a buyer of a lot within the Plat is a successor to this Agreement and is bound hereby as the Owners are.
  - c. A party's agents, staff, consultants, independent contractors and permittees are included when the party's name is used in this Agreement. For example, Windsor's agents, staff, consultants, independent contractors and permittees are included when the terms Windsor or Town are used in this Agreement.
  - d. The terms Windsor or Town shall also mean any successor governmental entity to Windsor that has primary local government jurisdiction over the Property.
  - e. Costs and expenses associated with maintenance of the Paths shall include associated materials, equipment, labor, inspection, administrative, staff, engineering, legal and consulting fees incurred for services determined by Windsor to be prudent and necessary for the evaluation and/or maintenance of the Paths.
  - f. Development Agreement shall mean the development agreement executed by and between Windsor and Developer, as recorded in the Dane County Register of Deeds office.



**8. Miscellaneous.**

- a. Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given on the date personally served or the date four (4) days after the same has been addressed as indicated below and deposited with the United States Post Office, postage prepaid.

If to Developer: Bear Tree Farms, Inc.  
Notice to the Developer shall be to the registered agent, as currently on record with the Department of Financial Institutions.

If to Owners: Bear Tree Farms, Inc., PC Farm Holdings II, LLC, and Statz Bros., Inc.  
Notice to the Owners shall be to the registered agent, as currently on record with the Department of Financial Institutions.

If to Lot Owner: Notice to the lot owner shall be to the person(s) and address listed as the owner of the lot on the real estate tax roll, as currently maintained by the County.

If to Windsor: Town Clerk  
Town of Windsor  
4084 Mueller Road  
DeForest, Wisconsin 53532

Any party may change its address for the receipt of notice by written notice to the other parties. All parties are deemed to be given notice of changes to the Windsor address(es) when the local government units so referenced move to a new location. If the parties are unsure of the location, notice shall be given to the Clerk of Windsor.

- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- c. Amendments to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- d. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors and assigns.

- e. Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
  
- f. Authority to Bind. By signing below, the signatory warrants and represents that he or she is duly authorized to bind the party for whom he or she is signing. Persons signing for entities further warrant and represent that the entity is duly and properly organized in the State of Wisconsin and in good standing.
  
- g. Warranty and Representation as to Ownership of Property. The person signing on behalf of the Owners warrants and represents that the entity named as the owner in this Agreement has an ownership interest in all or part of the Property described on Exhibit C.

**IN WITNESS WHEREOF**, Bear Tree Farms, Inc. has caused this Agreement to be signed by its authorized representative, as of this 9th day of September 2015.

**BEAR TREE FARMS, INC.**

By: Steven D. Pederson  
 Steven D. Pederson, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
   )ss.  
 COUNTY OF DANE                )

Personally came before me this 10th day of September, 2015, the above-named Steven D. Pederson, as President of Bear Tree Farms, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

[Signature]  
 Notary Public, State of Wisconsin      Michael J. Lawton  
 My Commission: 15 permit

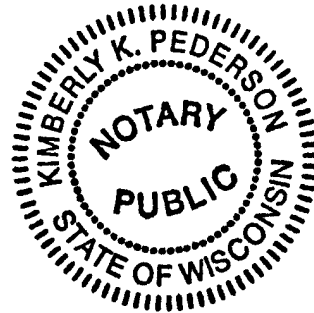
IN WITNESS WHEREOF, PC Farms Holding II, LLC has caused this Agreement to be signed by its authorized representatives, as of this 9<sup>th</sup> day of September, 2015.

**PC FARMS HOLDING II, LLC**

By: Steven D. Pederson  
Signature

Steven D. Pederson - President  
Print name and title

By: [Signature]  
Signature  
Windsor Associates, Ltd., Member  
Dwight E. Ziegler, President  
Print name and title



**ACKNOWLEDGMENT**

STATE OF WISCONSIN           )  
  )ss.  
COUNTY OF DANE                   )

Personally came before me this \_\_\_ day of September, 2015, the above-named Steven D. Pederson, as President of PC Farms Holding II, LLC, and the above-named Dwight E. Ziegler, as President & Member of PC Farms Holding II, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson [Signature]  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, Statz Bros., Inc. has caused this Agreement to be signed by its authorized representatives, as of this 15<sup>th</sup> day of September, 2015.

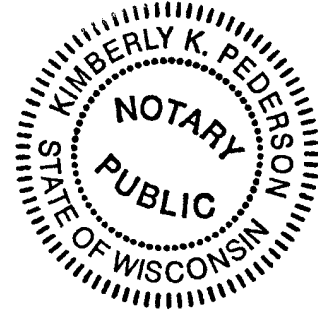
STATZ BROS., INC.

By: Wesley A. Statz  
Signature

Wesley A. Statz - President  
Print name and title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title



**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  )ss.  
COUNTY OF DANE                        )

Personally came before me this 15<sup>th</sup> day of September, 2015, the above-named Wesley A. Statz, as President of Statz Bros., Inc., and the above-named \_\_\_\_\_, as \_\_\_\_\_ of Statz Bros., Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K Pederson  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, the Town of Windsor, has caused this Agreement to be signed by Robert E. Wipperfurth, Town Chairperson and its authorized representative, and attested to by Christine Capstran, Town Clerk, as of this 18 day of September, 2015.

**TOWN OF WINDSOR**

By: Robert E. Wipperfurth  
Robert E. Wipperfurth, Town Chairperson

Attest: Christine Capstran  
Christine Capstran, Town Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 18 day of September, 2015, the above-named Robert E. Wipperfurth and Christine Capstran, known to me as the Town Chairperson and Town Clerk of the Town of Windsor, and who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin  
My Commission is ~~Permanent~~/Expires: May 23, 2017



Attachments Incorporated by Reference:

- Exhibit A: BTF Property
- Exhibit B: Statz Property
- Exhibit C: Plat Lots and Parcel Identification Numbers

***This Instrument Drafted By:***

Constance L. Anderson  
Anderson Consults, LLC  
P.O. Box 3004  
Madison, WI 53704-0004  
[Connie@AndersonConsultsWI.com](mailto:Connie@AndersonConsultsWI.com)

**EXHIBIT A**

**LEGAL DESCRIPTION OF BTF PROPERTY  
PC FARMS HOLDING II, LLC, AS LAND CONTRACT VENDOR, TO  
BEAR TREE FARMS, INC., AS LAND CONTRACT PURCHASER**

**PARCEL A:**

The Northeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Warranty Deed recorded in Volume 406 of Records, Page 112, excluding Certified Survey Map No. 1257 and excluding Certified Survey Map No. 11197.

Tax Parcel No: 068/0910-283-8002-0

**PARCEL B:**

The Southeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-283-9503-0

**PARCEL C:**

The Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 7006, excluding Certified Survey Map No. 11197 and excluding Certified Survey Map No. 11425.

Tax Parcel No: 068/0910-284-8554-0

**PARCEL D:**

The Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-284-9002-0

**PARCEL E:**

The Northwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-331-8502-0

**PARCEL F:**

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-332-8003-0

PARCEL I:

Lot 2 of Certified Survey Map No. 13076, described as Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 of in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-9940-1

PARCEL J:

Lot 1 of Certified Survey Map No. 13076, described as part of Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Village of DeForest in Document No. 4803490 and excluding part to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-8560-1

**EXHIBIT B**

**LEGAL DESCRIPTION OF STATZ PROPERTY OWNED BY STATZ BROS., INC. AND  
SUBJECT TO PURCHASE CONTRACT WITH BEAR TREE FARMS, INC.**

**Statz Property**

Legal description:

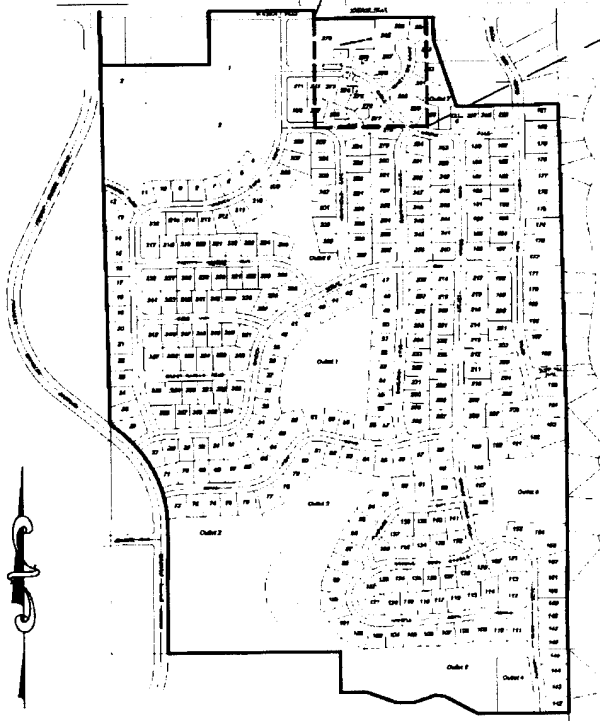
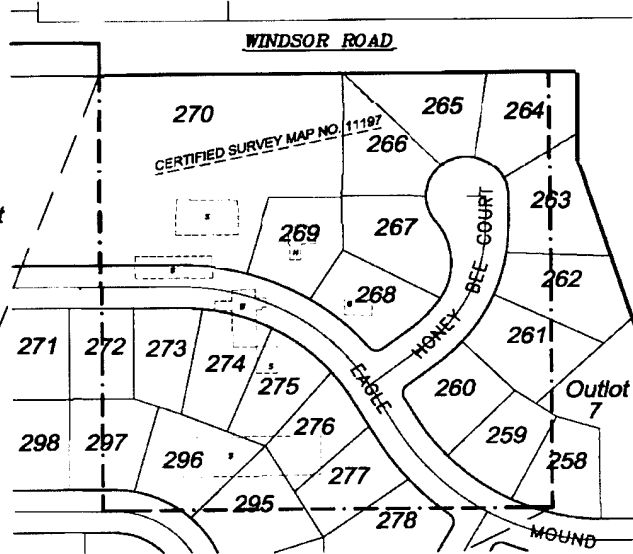
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR  
TREE  
FARMS**

August 14, 2015



# Exhibit C

Plat of Bear Tree Farms,  
Located in the Town of Windsor,  
Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 1	0910-283-0001-1	Lot 41	0910-283-6231-1
Lot 2	0910-283-0012-1	Lot 42	0910-283-6242-1
Lot 3	0910-283-0023-1	Lot 43	0910-283-6253-1
Lot 4	0910-283-0034-1	Lot 44	0910-283-6264-1
Lot 5	0910-283-0045-1	Lot 45	0910-284-4005-1
Lot 6	0910-283-0056-1	Lot 46	0910-284-4016-1
Lot 7	0910-283-0067-1	Lot 47	0910-284-4027-1
Lot 8	0910-283-0078-1	Lot 48	0910-284-4038-1
Lot 9	0910-283-0089-1	Lot 49	0910-284-4049-1
Lot 10	0910-283-0100-1	Lot 50	0910-284-4060-1
Lot 11	0910-283-0111-1	Lot 51	0910-284-4071-1
Lot 12	0910-283-0122-1	Lot 52	0910-284-4082-1
Lot 13	0910-283-0133-1	Lot 53	0910-284-4093-1
Lot 14	0910-283-6004-1	Lot 54	0910-284-4104-1
Lot 15	0910-283-6015-1	Lot 55	0910-284-4115-1
Lot 16	0910-283-6026-1	Lot 56	0910-284-4126-1
Lot 17	0910-283-6037-1	Lot 57	0910-284-4137-1
Lot 18	0910-283-6048-1	Lot 58	0910-284-4148-1
Lot 19	0910-283-6059-1	Lot 59	0910-284-4159-1
Lot 20	0910-283-6070-1	Lot 60	0910-283-6280-1
Lot 21	0910-283-6081-1	Lot 61	0910-283-6291-1
Lot 22	0910-283-6092-1	Lot 62	0910-283-6302-1
Lot 23	0910-283-6103-1	Lot 63	0910-283-6313-1
Lot 24	0910-283-6114-1	Lot 64	0910-332-0094-1
Lot 25	0910-283-6125-1	Lot 65	0910-332-0105-1
Lot 26	0910-283-6136-1	Lot 66	0910-332-0116-1
Lot 27	0910-332-0007-1	Lot 67	0910-332-0127-1
Lot 28	0910-332-0018-1	Lot 68	0910-332-0138-1
Lot 29	0910-332-0029-1	Lot 69	0910-332-0149-1
Lot 30	0910-332-0040-1	Lot 70	0910-332-0160-1
Lot 31	0910-332-0051-1	Lot 71	0910-332-0171-1
Lot 32	0910-332-0062-1	Lot 72	0910-332-0182-1
Lot 33	0910-332-0073-1	Lot 73	0910-332-0193-1
Lot 34	0910-283-6154-1	Lot 74	0910-332-0204-1
Lot 35	0910-283-6165-1	Lot 75	0910-332-0215-1
Lot 36	0910-283-6176-1	Lot 76	0910-332-0226-1
Lot 37	0910-283-6187-1	Lot 77	0910-332-0237-1
Lot 38	0910-283-6198-1	Lot 78	0910-332-0248-1
Lot 39	0910-283-6209-1	Lot 79	0910-332-0259-1
Lot 40	0910-283-6220-1	Lot 80	0910-332-0270-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 81	0910-332-0281-1	Lot 121	0910-331-2421-1
Lot 82	0910-332-0292-1	Lot 122	0910-331-2432-1
Lot 83	0910-331-2003-1	Lot 123	0910-331-2443-1
Lot 84	0910-331-2014-1	Lot 124	0910-331-2454-1
Lot 85	0910-331-2025-1	Lot 125	0910-331-2465-1
Lot 86	0910-331-2036-1	Lot 126	0910-331-2476-1
Lot 87	0910-331-2047-1	Lot 127	0910-331-2487-1
Lot 88	0910-331-2058-1	Lot 128	0910-331-2498-1
Lot 89	0910-331-2069-1	Lot 129	0910-331-2509-1
Lot 90	0910-331-2080-1	Lot 130	0910-331-2520-1
Lot 91	0910-331-2091-1	Lot 131	0910-331-2531-1
Lot 92	0910-331-2102-1	Lot 132	0910-331-2542-1
Lot 93	0910-331-2113-1	Lot 133	0910-331-2553-1
Lot 94	0910-331-2124-1	Lot 134	0910-331-2564-1
Lot 95	0910-331-2135-1	Lot 135	0910-331-2575-1
Lot 96	0910-331-2146-1	Lot 136	0910-331-2586-1
Lot 97	0910-331-2157-1	Lot 137	0910-331-2597-1
Lot 98	0910-331-2168-1	Lot 138	0910-331-2608-1
Lot 99	0910-331-2179-1	Lot 139	0910-331-2619-1
Lot 100	0910-331-2190-1	Lot 140	0910-331-2630-1
Lot 101	0910-331-2201-1	Lot 141	0910-331-2641-1
Lot 102	0910-331-2212-1	Lot 142	0910-331-4002-1
Lot 103	0910-331-2223-1	Lot 143	0910-331-4013-1
Lot 104	0910-331-2234-1	Lot 144	0910-331-4024-1
Lot 105	0910-331-2245-1	Lot 145	0910-331-4035-1
Lot 106	0910-331-2256-1	Lot 146	0910-331-2666-1
Lot 107	0910-331-2267-1	Lot 147	0910-331-2677-1
Lot 108	0910-331-2278-1	Lot 148	0910-331-2688-1
Lot 109	0910-331-2289-1	Lot 149	0910-331-2699-1
Lot 110	0910-331-2300-1	Lot 150	0910-331-2710-1
Lot 111	0910-331-2311-1	Lot 151	0910-331-2721-1
Lot 112	0910-331-2322-1	Lot 152	0910-331-2732-1
Lot 113	0910-331-2333-1	Lot 153	0910-331-2743-1
Lot 114	0910-331-2344-1	Lot 154	0910-331-2754-1
Lot 115	0910-331-2355-1	Lot 155	0910-331-2756-1
Lot 116	0910-331-2366-1	Lot 156	0910-331-2776-1
Lot 117	0910-331-2377-1	Lot 157	0910-331-2787-1
Lot 118	0910-331-2388-1	Lot 158	0910-331-2798-1
Lot 119	0910-331-2399-1	Lot 159	0910-331-2809-1
Lot 120	0910-331-2410-1	Lot 160	0910-331-2820-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 161	0910-331-2831-1	Lot 201	0910-284-4411-1
Lot 162	0910-284-4182-1	Lot 202	0910-284-4422-1
Lot 163	0910-284-4193-1	Lot 203	0910-284-4433-1
Lot 164	0910-284-4204-1	Lot 204	0910-284-4444-1
Lot 165	0910-284-4215-1	Lot 205	0910-284-4455-1
Lot 166	0910-284-4226-1	Lot 206	0910-284-4466-1
Lot 167	0910-284-4237-1	Lot 207	0910-284-4477-1
Lot 168	0910-284-4248-1	Lot 208	0910-284-4488-1
Lot 169	0910-284-4259-1	Lot 209	0910-284-4499-1
Lot 170	0910-284-4270-1	Lot 210	0910-284-4510-1
Lot 171	0910-284-4281-1	Lot 211	0910-284-4521-1
Lot 172	0910-284-4292-1	Lot 212	0910-284-4532-1
Lot 173	0910-284-4303-1	Lot 213	0910-284-4543-1
Lot 174	0910-284-4314-1	Lot 214	0910-284-4554-1
Lot 175	0910-284-2005-1	Lot 215	0910-284-4565-1
Lot 176	0910-284-2016-1	Lot 216	0910-284-4576-1
Lot 177	0910-284-2027-1	Lot 217	0910-284-4587-1
Lot 178	0910-284-2038-1	Lot 218	0910-284-4598-1
Lot 179	0910-284-2049-1	Lot 219	0910-284-4609-1
Lot 180	0910-284-2060-1	Lot 220	0910-284-4620-1
Lot 181	0910-284-2071-1	Lot 221	0910-284-4631-1
Lot 182	0910-284-2082-1	Lot 222	0910-284-4642-1
Lot 183	0910-284-2093-1	Lot 223	0910-284-4653-1
Lot 184	0910-284-2104-1	Lot 224	0910-284-4664-1
Lot 185	0910-284-2115-1	Lot 225	0910-284-4675-1
Lot 186	0910-284-2126-1	Lot 226	0910-284-4686-1
Lot 187	0910-284-2137-1	Lot 227	0910-284-4697-1
Lot 188	0910-284-2148-1	Lot 228	0910-284-4708-1
Lot 189	0910-284-2159-1	Lot 229	0910-284-4719-1
Lot 190	0910-284-2170-1	Lot 230	0910-284-4730-1
Lot 191	0910-284-2181-1	Lot 231	0910-284-4741-1
Lot 192	0910-284-2192-1	Lot 232	0910-284-4752-1
Lot 193	0910-284-2203-1	Lot 233	0910-284-4763-1
Lot 194	0910-284-4334-1	Lot 234	0910-284-4774-1
Lot 195	0910-284-4345-1	Lot 235	0910-284-4785-1
Lot 196	0910-284-4356-1	Lot 236	0910-284-4796-1
Lot 197	0910-284-4367-1	Lot 237	0910-284-4807-1
Lot 198	0910-284-4378-1	Lot 238	0910-284-4818-1
Lot 199	0910-284-4389-1	Lot 239	0910-284-4829-1
Lot 200	0910-284-4400-1	Lot 240	0910-284-4840-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 241	0910-284-4851-1	Lot 281	0910-284-2621-1
Lot 242	0910-284-4862-1	Lot 282	0910-284-2632-1
Lot 243	0910-284-2223-1	Lot 283	0910-284-2643-1
Lot 244	0910-284-2234-1	Lot 284	0910-284-2654-1
Lot 245	0910-284-2245-1	Lot 285	0910-284-4885-1
Lot 246	0910-284-2256-1	Lot 286	0910-284-4896-1
Lot 247	0910-284-2267-1	Lot 287	0910-284-4907-1
Lot 248	0910-284-2278-1	Lot 288	0910-284-4918-1
Lot 249	0910-284-2289-1	Lot 289	0910-284-4929-1
Lot 250	0910-284-2300-1	Lot 290	0910-284-2670-1
Lot 251	0910-284-2311-1	Lot 291	0910-284-2681-1
Lot 252	0910-284-2322-1	Lot 292	0910-284-2692-1
Lot 253	0910-284-2333-1	Lot 293	0910-284-2703-1
Lot 254	0910-284-2344-1	Lot 294	0910-284-2714-1
Lot 255	0910-284-2355-1	Lot 295	0910-284-2725-1
Lot 256	0910-284-2366-1	Lot 296	0910-283-0196-1
Lot 257	0910-284-2377-1	Lot 297	0910-283-0207-1
Lot 258	0910-284-2388-1	Lot 298	0910-283-0218-1
Lot 259	0910-284-2399-1	Lot 299	0910-283-6339-1
Lot 260	0910-284-2410-1	Lot 300	0910-283-6350-1
Lot 261	0910-284-2421-1	Lot 301	0910-283-0231-1
Lot 262	0910-284-2432-1	Lot 302	0910-283-0242-1
Lot 263	0910-284-2443-1	Lot 303	0910-283-0253-1
Lot 264	0910-284-2454-1	Lot 304	0910-283-0264-1
Lot 265	0910-284-2465-1	Lot 305	0910-283-0275-1
Lot 266	0910-284-2476-1	Lot 306	0910-283-0286-1
Lot 267	0910-284-2487-1	Lot 307	0910-283-0297-1
Lot 268	0910-284-2498-1	Lot 308	0910-283-0308-1
Lot 269	0910-284-2509-1	Lot 309	0910-283-0319-1
Lot 270	0910-284-2520-1	Lot 310	0910-283-0330-1
Lot 271	0910-283-0151-1	Lot 311	0910-283-0341-1
Lot 272	0910-283-0162-1	Lot 312	0910-283-0352-1
Lot 273	0910-283-0173-1	Lot 313	0910-283-0363-1
Lot 274	0910-284-2544-1	Lot 314	0910-283-0374-1
Lot 275	0910-284-2555-1	Lot 315	0910-283-0385-1
Lot 276	0910-284-2566-1	Lot 316	0910-283-0396-1
Lot 277	0910-284-2577-1	Lot 317	0910-283-6377-1
Lot 278	0910-284-2588-1	Lot 318	0910-283-6388-1
Lot 279	0910-284-2599-1	Lot 319	0910-283-6399-1
Lot 280	0910-284-2610-1	Lot 320	0910-283-6410-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 321	0910-283-6421-1	Lot 361	0910-283-6861-1
Lot 322	0910-283-6432-1	Lot 362	0910-283-6872-1
Lot 323	0910-283-6443-1	Lot 363	0910-283-6883-1
Lot 324	0910-283-6454-1	Lot 364	0910-283-6894-1
Lot 325	0910-283-6465-1	Lot 365	0910-283-6905-1
Lot 326	0910-283-6476-1	Lot 366	0910-283-6916-1
Lot 327	0910-283-6487-1	Lot 367	0910-283-6927-1
Lot 328	0910-283-6498-1	Lot 368	0910-283-6938-1
Lot 329	0910-283-6509-1		
Lot 330	0910-283-6520-1		
Lot 331	0910-283-6531-1	Outlot 1	0910-284-4975-1
Lot 332	0910-283-6542-1	Outlot 2	0910-332-0325-1
Lot 333	0910-283-6553-1	Outlot 3	0910-332-0350-1
Lot 334	0910-283-6564-1	Outlot 4	0910-331-4075-1
Lot 335	0910-283-6575-1	Outlot 5	0910-331-2875-1
Lot 336	0910-283-6586-1	Outlot 6	0910-284-2775-1
Lot 337	0910-283-6597-1	Outlot 7	0910-284-2800-1
Lot 338	0910-283-6608-1	Outlot 8	0910-283-0425-1
Lot 339	0910-283-6619-1		
Lot 340	0910-283-6630-1		
Lot 341	0910-283-6641-1		
Lot 342	0910-283-6652-1		
Lot 343	0910-283-6663-1		
Lot 344	0910-283-6674-1		
Lot 345	0910-283-6684-1		
Lot 346	0910-283-6696-1		
Lot 347	0910-283-6707-1		
Lot 348	0910-283-6718-1		
Lot 349	0910-283-6729-1		
Lot 350	0910-283-6740-1		
Lot 351	0910-283-6751-1		
Lot 352	0910-283-6762-1		
Lot 353	0910-283-6773-1		
Lot 354	0910-283-6784-1		
Lot 355	0910-283-6795-1		
Lot 356	0910-283-6806-1		
Lot 357	0910-283-6817-1		
Lot 358	0910-283-6828-1		
Lot 359	0910-283-6839-1		
Lot 360	0910-283-6850-1		



8 9 3 5 6 0 9  
Tx:8717430

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5204222**

12/17/2015 1:54 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 36

**DECLARATION OF COVENANTS,  
RESTRICTIONS, CONDITIONS AND  
EASEMENTS FOR LOTS 4-269 AND 271-368  
(THE DETACHED, SINGLE FAMILY LOTS)  
OF THE PLAT OF BEAR TREE FARMS,<sup>1</sup>  
TOWN OF WINDSOR,  
DANE COUNTY, WISCONSIN**

Bear Tree Farms, Inc., a Wisconsin corporation (the "Developer"), and Bear Tree Farms, Inc., PC Farms Holding II, LLC, and Statz Bros., Inc., as their ownership interests in the Property appear (collectively, "Owner") hereby enter this Declaration as owners of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as Lots 4-269 and 271-368 of the Plat of Bear Tree Farms, Town of Windsor Dane County, Wisconsin (the "Property"), and hereby declare that the Property is subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

**Return to:**

Michael J. Lawton

P.O. Box 927

Madison, WI 53701-0927

See attached list: EXHIBIT D

**Parcel Identification Number**

**ARTICLE I.**

**Definitions**

For purposes of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

"Committee" shall refer to the Architectural Control Committee as formed under section 3.02.

"Developer" shall refer to Bear Tree Farms, Inc., and its representatives, successors and assigns.

<sup>1</sup> NOTE: At the time of execution of this Declaration, PC Farms Holding II, LLC holds a land contract vendor's interest and Bear Tree Farms, Inc. holds a land contract purchaser's interest in the portion of the Plat of Bear Tree Farms described on **Exhibit B**, which is attached hereto and incorporated by reference (the "**BTF Property**"), and the Statz Bros., Inc. own approximately ten (10) acres of the Plat of Bear Tree Farms described on **Exhibit C**, which is attached hereto and incorporated by reference (the "**Statz Property**"). The BTF Property and the Statz Property, taken together, are the property now described as the Plat of Bear Tree Farms (the "**Plat**").

UK S.P.

"Owner" shall mean and refer to the record owner,<sup>2</sup> whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot 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.

"Property" shall mean and refer to the real estate described as Lots 4-269 and 271-368 in the Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin. Outlots within the Plat of Bear Tree Farms are not governed by this Declaration and are not part of the "Property" for purposes of this instrument. Lots 1, 2, 3 and 270 within the plat of Bear Tree Farms will be governed by separate instruments and are not part of the "Property" for purposes of this instrument. All of the Lots within the Property will also be subject to the following separately recorded instruments: REQUIREMENTS FOR PATH MAINTENANCE AND WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS AND CHARGES IN THE PLAT OF BEAR TREE FARMS, and DECLARATION OF RESTRICTIONS AND MAINTENANCE REQUIREMENTS FOR STORMWATER MANAGEMENT MEASURES AND WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS AND CHARGES.

## ARTICLE II.

### Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Windsor, Dane County, Wisconsin, and shall be known as Lots 4-269 and 271-368 within the Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin.

At the time of execution of this Declaration, PC Farms Holding II, LLC holds a land contract vendor's interest and Bear Tree Farms, Inc. holds a land contract purchaser's interest in the portion of the Plat of Bear Tree Farms described on **Exhibit B**, which is attached hereto and incorporated by reference (the "**BTF Property**"), and the Statz Bros., Inc. own approximately ten (10) acres of the Plat of Bear Tree Farms described on **Exhibit C**, which is attached hereto and incorporated by reference (the "**Statz Property**"). The BTF Property and the Statz Property, taken together, are the property now described as the Plat of Bear Tree Farms (the "**Plat**").

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<sup>2</sup> See footnote 1.



## ARTICLE III.

### Architectural Control and Protective Covenants and Restrictions

#### Section 3.01 ARCHITECTURAL REVIEW

- (a) **General Provisions.** For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer, or to the Architectural Control Committee when formed under section 3.02 below, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors and materials, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot. In no event will any roof pitch of less than 6/12's pitch be approved by the Developer or the Committee. The Developer or the Architectural Control Committee may charge a reasonable plan review fee to cover the cost of plan review by the Developer or Committee or any consultants utilized by either of them. The Developer or the Committee may adopt requirements and criteria for a complete submission for approval by any lot owner and provide such information to the lot owner at the time of application in writing, and neither the Developer nor the Committee shall be required to act on any submission which is not complete under such requirements and criteria. No time periods for the original approval or any resubmission shall commence running unless a complete application has been submitted or resubmitted. All material changes to such plans must be resubmitted to, and approved by, the Developer or the Committee, whichever is then applicable. No building permit for any new construction or alteration of the exterior of any building within the Property may be issued by the Town of Windsor without written approval of the plans for such work by the Developer or the Committee, whichever is then applicable.
- (b) **Specific Requirements.** The color and materials used for all exterior walls of any building shall be approved by the Developer or the Committee, including, but not limited to, the width, color and materials used for trim, soffits and fascia. The Developer or the Committee, whichever is then applicable, may require that brick, stone or other materials be added to the exterior of any exposed foundation on any building within the Property. All chimneys and all exterior flues shall be enclosed using brick, stone, stucco, cedar or the dominant material on the elevation most visible with the chimney. Brick chimneys shall be corbelled. Direct vent fireplaces shall be permitted, but must be enclosed and such enclosure must extend the entire length of the building. Fascia must be 10

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inches minimum depth. Soffits may be wood or vinyl with appropriate detail. Roofing must be architectural-type textured fiberglass or asphalt shingles, wood shakes, tile, slate, standing beam or metal. Standard three-in-one shingles are not permitted. The color of the roofing material shall be approved by the Developer or the Committee. The desired color schemes and exterior materials must be submitted with the building plans for approval by the Developer or Architectural Control Committee. All porch and deck posts shall be a minimum of 6" in width or diameter. All decks and porches shall have railings on all exposed sides of the deck or porch. Any changes in the exterior materials or colors or other elements of any approved plans shall be pre-approved by the Developer or the Architectural Control Committee.

(c) **Submission Requirements.** In addition to such other information which the Developer or Architectural Control Committee may request, each Owner shall submit the following to the Developer or the Architectural Control Committee, whichever is then applicable, in connection with any requested approval:

- I. Drawings of the proposed structure showing, the floor plans, elevations or all views of the structure;
- II. Descriptions of architectural specifications including exterior finishes, materials, colors, roofing types and lighting materials, and upon request of the Developer or Architectural Control Committee, samples of such materials;
- III. Landscape plans for the lots identifying proposed grades, areas of woods, lawn and garden areas and types of plantings and species;
- IV. Address for mailing the determination of the Developer or the Architectural Control Committee; and
- V. Site plan showing all easements and setback requirements along with driveway location, structure locations, outdoor recreational equipment, and playground equipment, (including the location of basketball hoops).

### **Section 3.02 ARCHITECTURAL CONTROL COMMITTEE**

After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the

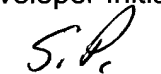
Board of Directors of the Bear Tree Farms Homeowners Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Bear Tree Farms Homeowners Association, Inc.

**Section 3.03 APPROVAL OF BUILDERS**

For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

**Section 3.04 FUTURE ALTERATIONS**

- (a) **General Provisions.** No alteration in the exterior appearance of existing buildings, including but not limited to, exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.
- (b) **Fire or Casualty.** If all or any portion of a residence or other improvement within a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the Developer or Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions and conditions. Said demolition, if elected, shall be completed no later than six (6) months after the damage occurs.



### Section 3.05 EXISTING VEGETATION

- (a) The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.
- (b) The "conservation easement" noted on the rear of Lots 166-172 within the Property shall be governed by the following requirements in its entirety and these provisions shall be a complete statement of the rights and obligations within respect thereto:

The trees located within the "conservation easement" may not be cut, pruned, trimmed or removed at anytime by the Owner of any such Lot, except that the Owner of each such Lot may at any time (a) employ reasonable tree husbandry measures to trim or prune such trees in such a manner as to maintain them in reasonably good and attractive condition, (b) cut, prune, trim and/or remove all or any part of any tree that is dead, diseased, damaged or dying, or any tree which is likely to be the source of disease to other healthy trees if not removed, or (c) cut, prune, trim or remove any tree which is required to be cut, pruned, trimmed or removed by any lawful order or directive of any governmental authority having jurisdiction. This paragraph B. shall not protect (i) any vegetation other than commonly recognized trees located within the "conservation easement" having a trunk diameter of at least three (3) inches at a point five (5) feet above ground level, (ii) any silver maple, cottonwood or box elder tree, nor (iii) any trees that are planted or which start to grow within the "conservation easement" after the date of recording of the plat of Bear Tree Farms. The Owners of Lots within the "conservation easement," and affected public utilities and their agents, may remove, prune, trim or alter any trees which are in the way of or otherwise obstruct or impair required underground utility installations in recorded utility easements. Notwithstanding any other provisions of this instrument to the contrary, this paragraph B. may be enforced only by the Developer or its successors or assigns, or the Town of Windsor, but not by individual lots owners within the plat of Bear Tree Farms or the Bear Tree Farms Homeowners Association, Inc. The Town of Windsor shall not be required to take any enforcement action. In addition, notwithstanding any other provisions of this instrument to the contrary, this paragraph B. may be amended, modified or waived only by joint action of the Developer or its successors or assigns, the Owner of any Lot directly affected by the amendment, modification or waiver, and the Town of Windsor, or if the Developer and its successors and assigns have no interest in the lands within the plat of Bear Tree Farms or have assigned their

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rights to the Bear Tree Farms Homeowners Association, Inc., then only by the joint action of the Owner of any Lot directly affected by the amendment, modification or waiver, and the Town of Windsor. The consent or approval of the Bear Tree Farms Homeowners Association, Inc. and individual lots owners (other than the Owner(s) of Lot(s) directly affected by the amendment, modification or waiver) shall not be required.

**Section 3.06 MINIMUM ELEVATIONS [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

- (a) **Minimum Basement Opening Elevations.** The minimum basement opening elevation for each residence located on a lot shall be established in accordance with (i) the table attached hereto as Exhibit A for the Lots specified thereon, which Exhibit A is incorporated herein by reference, and (ii) for all other lots by verifying the location of ground water and elevation of the adjacent street or drainage ways, and the finish grade elevations of the Lot, prior to site plan approval. All plans submitted to the Developer or Committee for approval of plans for a residence on any lot shall show clearly the lowest basement opening elevation thereon, and the Developer or Committee may reject any plans not clearly establishing the lowest basement opening elevation on such plans or otherwise failing to conform to these restrictions.
- (b) **Minimum Finished Grade Elevations.** The finished grade elevation of each lot shall be shown on all plans submitted to the Developer or Committee for approval. The Developer or Committee may reject any plans which do not clearly establish the finished grade elevation of the lot on such plans, or which establish an elevation which is not appropriate given the groundwater levels in or near the lot or other circumstances which indicate that such elevations are not prudent. The lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any lot approved by the Developer or Committee may not thereafter be changed without the approval of the Developer or Committee.
- (c) **Certification.** At such time as the construction of the residence on any lot is completed, the Owner of such lot shall obtain from a registered land surveyor a certification that the minimum basement opening elevation of such residence conforms to the approved plans under (a) above, and that the finished grade elevations on such lot conform to the approved elevations under (b) above.
- (d) **Grading.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee,

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whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property without the approval of the Developer or the Committee, whichever is then applicable.

**Section 3.07 BUILDING LIMITATIONS AND REQUIREMENTS [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

(a) **Use and Minimum Size Requirements.** There shall be only one single-family residence constructed within each lot, which shall at all times be used for single-family residential purposes. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a lot is actually developed. The following minimum floor area requirements shall apply to all residences erected within a lot subject to this Declaration:

- I. Single Story. No single story residence shall have less than 1,600 square feet of floor area on the main level.
- II. Single Story with Exposed Lower Level Basement. No single story residence with an exposed lower level basement shall have less than 1,400 square feet of floor area on the main level.
- III. One and One-Half Story. No one and one-half story residence shall have less than 1,800 square feet of floor area, with a minimum of 1,350 square feet of floor area on the main (first floor) level.
- IV. Two or Two and One-Half Story. No two or two and one-half story residence shall have less than 2,000 square feet of floor area, with a minimum of 1,350 square feet of floor area on the main (first floor) level, *except that* if the residence is 2,200 square feet or more in floor area, the minimum floor area on the main (first floor) level shall be one-half (1/2) of the floor area of the residence.
- V. Height Limit. The height of a residence shall not exceed the maximum vertical dimension allowed by Dane County Zoning Ordinance, or such other zoning ordinance which may be applicable in the future.
- VI. Waiver of Minimum Square Footage Requirement. The Developer may waive the minimum square footage requirements under I. through IV. above on a lot-by-lot basis, if the overall architectural design and quality of the house is such that it presents an appearance comparable or superior

to other homes in the Plat and satisfies all other standards of section 3 hereof. The waiver shall not be effective unless it is approved by the Town of Windsor in writing, which approval shall not be unreasonably withheld by the Town. If the Town does not approve or reject any such approval request within 10 days after a request is received by the Town in writing from Developer, to include the proposed site plan for the lot drawn to scale and the elevations of all sides of the proposed residence, then the request for approval by the Town shall be deemed granted by the Town.

For the purposes of determining floor area, stair openings shall be included but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the lot.

**(b) Architectural Standards.**

- I. Setbacks. The lots within the Property shall comply with the setback requirements under the Dane County Zoning Ordinance, or such other zoning ordinance as is applicable in the future. All plans submitted to the Developer or the Committee for approval shall show the location of all principal and accessory buildings on any lot and such plans shall conform to the setback restrictions in the Dane County Zoning Ordinance or such other zoning ordinance as is applicable in the future. The Developer or the Committee may reject any plans which are submitted which show the location of any principal or accessory building on any lots subject to this paragraph which are located within the prohibited area under such zoning ordinance.
  
- II. Driveways. All residences must have driveways and all driveways must be paved with concrete, except that concrete shall not be installed within 4 feet of the public street pavement edge at the end of the driveway if there is no ribbon curb installed along the public street. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Developer or Committee, and must be approved in writing by the Developer or Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway shall be completed within eight (8) months of the issuance of the building permit. The driveway culvert shall be installed before the commencement of any construction of a residence or other improvement on the lot. Vehicles are prohibited from driving through the right-of-way ditches in order to access any lot. After initial installation, the Owner shall maintain the driveway culvert.



- III. Garages. All residences must have garage space for at least two (2), but not more than four (4) (tandem stalls are encouraged), automobiles or other vehicles, be a minimum of five hundred twenty-eight (528) square feet in floor area, and be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. All garage doors facing a street shall have doors with windows and a wood grain or other features to enhance the look of the door. Except for side loading garages which shall not be limited by this sentence, the width of the garage facing a public street shall be limited to no more than 50% of the overall width of the front façade, unless one or more garage stalls is recessed behind the front façade by at least 5 feet.
- IV. Façade Requirements. Vinyl and aluminum siding is restricted to the rear and side elevations and up to 70% of the front elevation of the residence. Materials that may be used on the front elevation of the residence in the portion of such elevation that is not vinyl or aluminum siding shall include, but not be limited to, the following: brick, stone, stucco, EFIS, glass, natural wood, wood siding, or any other materials that have the same effect or appearance. Front or forward facing projections (such as a garage or gable) shall be properly transitioned from natural materials to vinyl to avoid a veneer appearance of the front of the house. Brick, stucco, stone or other materials shall be required to terminate at an interior corner of the front façade, or other significant architectural transition where a change in materials is logical and aesthetically appropriate.

### **Section 3.08 BUILDINGS CONSTRUCTED ELSEWHERE**

No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

### **Section 3.09 PETS**

No more than three (3) domestic animals may be kept on any lot subject to this Declaration. All animals must be housed within the principal structure and no external kennels shall be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No person may keep a dog within the Property whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling.

### **Section 3.10      ACCESSORY BUILDINGS AND STRUCTURES; UTILITIES**

Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Property, except for storage buildings associated with outdoor, in-ground swimming pools, which must be expressly approved by the Developer or the Committee, whichever is then applicable. All swimming pools, whether above or in ground, are prohibited, except for in-ground pools that are expressly approved by the Developer or the Committee. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. All permanent utilities, including without limitation, natural gas, electric, cable and telephone, shall be underground, except for customary ground-mounted pedestals and transformer boxes for local service. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

### **Section 3.11      MAILBOXES**

To provide continuity throughout the Property, each Owner shall purchase from Developer at Developer's cost, a mailbox, newspaper tube, and post to be installed and maintained on the Owner's lot in accordance with U. S. Postal Service regulations by the Owner, to the extent allowed by the Postal Service.

### **Section 3.12      TEMPORARY BUILDINGS**

No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

### **Section 3.13      PARKING**

Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, snowmobiles, all terrain vehicles, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles





at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time.

**Section 3.14 LOT MAINTENANCE**

All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds, except for areas in agricultural production by Developer. The Owner shall keep each lot, and all improvements, 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. The Owner's obligation under this section with respect to maintenance shall apply to the street terrace, ditch areas and any stormwater easements on or abutting the Owner's Lot, along with the entire Lot itself, but shall not include any public path or trail on or adjoining the Lot.

**Section 3.15 TIME DEADLINES**

Construction of all buildings, including exterior finishes, shall be completed within nine (9) months after issuance of a building permit for the respective building, except that such time may be extended, in writing, by the Developer or Committee for good cause shown. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay. Landscaping (including grading, walkways, sodding, and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

**Section 3.16 FENCES; SATELLITE DISHES; LIGHTING**

- (a) **Fences and Dishes.** No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing and in-ground swimming pool fencing, which shall approved by the Developer or Committee in advance of installation in the sole judgment and discretion of the Developer or Committee. Any fencing shall be placed no closer than one (1) foot from a property line. Except to the extent preempted by federal law, no satellite signal receiving station or dish may be placed on any lot, except that each lot is allowed satellite dishes the diameter of which is one meter or smaller, if placed in an architecturally attractive location. The dishes shall be placed on the lot so as to make it as non-visible as reasonably possible from any abutting public street.

Placement of the dish shall be approved in writing by the Developer or Committee prior to installation, unless preempted by federal law. Exterior lighting on any lot shall be of such focus and intensity so that the residents of adjacent lots shall not be disturbed.

**(b) Other Limitations.** Except to the extent preempted by federal or state law, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

**Section 3.17 OFFENSIVE ACTIVITIES**

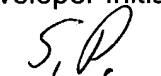
No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood, including but not limited to, loud or unreasonable noise. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. No open burning or burning barrels shall be allowed on any lot. Trash containers must be stored in or behind garages and may be placed at the driveway or street only on days of trash collection. No hunting shall be allowed within the Property. Screened composting facilities may be maintained only with the approval of the Developer or the Committee. No clotheslines or clothes drying apparatus shall be permanently installed on any lot outside of any building. All garage doors shall be closed when the garage is not being actively used.

**Section 3.18 GRADE CHANGES TO UTILITY EASEMENTS**

The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

**Section 3.19 REDIVISION OF LOTS [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

No lot as platted shall be resubdivided without the approval of the Town of Windsor. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.



**Section 3.20 SIGNS**

No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (b) signs erected by Developer advertising lots within the Property for sale, and (c) monument signs at the plat entrance(s) identifying the plat.

**Section 3.21 ZONING COMPLIANCE**

All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all set-back requirements imposed by local ordinance. The Developer or the Committee, whichever is then applicable, shall have the right to change the set-back requirements for new construction within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable governmental zoning requirements or local ordinances.

**Section 3.22 STORMWATER MANAGEMENT FACILITIES [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

- (a) No Owner of any lot, nor any tenant, contractor, agent, invitee, or other user or occupant thereof, on which any stormwater easement is located on the recorded Plat of Bear Tree Farms shall do or permit any of the following within any such recorded stormwater easement at any time, without the written approval of the Town of Windsor: (1) alteration, grading or other improvement within such stormwater easement, including, but not limited to, the placing of decks, porches, outbuildings, storage buildings, play structures, accessory structures, permanent play equipment, signage (other than signage installed by the Developer or the Town of Windsor), swimming pools, fences, gardens, landscaping (other than grass), trees, shrubs or bushes; (2) placing or leaving any personal property within any such recorded stormwater easement at any time, including, but not limited to, lawn furniture, movable play equipment or lawn or garden ornaments or accessories; (3) obstructing, hindering or interfering in any way with the maintenance or inspection of any such recorded stormwater easement by the Association, the Town of Windsor or Dane County at any time; or (4) moving, removing, altering, or damaging any property monuments or stakes placed by a surveyor to identify the boundaries of any recorded stormwater easement or any signage placed by the Developer, the Association or the Town of Windsor within such recorded stormwater easement.

- (b) No Owner of any lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area. No Owner or any person or entity acting on the Owner's behalf may change the elevation or side slopes of any ditch or ditches adjacent to the public streets without the written permission of the Developer or Committee. If such activity occurs, the Owner shall restore the ditches to their originally constructed condition upon request of the Developer or Committee.

### **Section 3.23 LANDSCAPING**

- (a) **Plan Approval.** Grading and landscaping plans must be submitted to the Developer or Committee for approval prior to the start of construction. The elevation of a lot may not be changed so as to materially affect the surface elevation or grade or water drainage to or from any adjacent lot, ditch or storm water conveyance area.
- (b) **Objectionable Trees.** No objectionable trees or shrubbery including, but not limited to, cottonwood, box elder, American elm, American ash trees, or other trees prohibited under the Town of Windsor subdivision ordinance, shall be planted on any lot. The Owner shall remove dead or diseased trees from the lot.
- (c) **General Requirements.** The following landscaping requirements apply to all lots within the Property:
- I. All yards must be either (i) sodded or (ii) seeded and fertilized, including street terraces.
  - II. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.
  - III. The landscaping plan for each lot shall achieve a minimum of 500 landscaping points as determined by the following point schedule in order to be approved by the Developer or the Committee:

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Canopy tree (2"-3" caliper at 18 inches)	75 pts.
Canopy tree (3"-4" caliper at 18 inches)	100 pts.
Canopy tree (greater than 4" at 18 inches)	150 pts.
Canopy tree or small tree (1-11/2" caliper at 18 inches)	50 pts.
Evergreen tree (4 to 6 feet in height)	25 pts.
Large deciduous tree (3-year transplant — 36" mm.)	10 pts.
Small deciduous tree (3-year transplant — 18" mm.)	5 pts.
Evergreen shrub (3-year transplant — 24" mm.)	5 pts.

**Section 3.24 ASSIGNMENT OF RIGHTS**

The Developer may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee after a period of ten (10) years from the date of recording the final plat and following approval of the Town of Windsor, or after seventy-five percent (75%) of the lots within the Property have been sold.

**Section 3.25 TERM [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.26 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

**Section 3.26 RELEASE OR WAIVER [ THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN THIS SECTION 3.26HEREOF.]**

Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument

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signed by the Developer alone provided that Developer is the owner of all affected lots, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, or no longer owns any lots within the Property, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration. Notwithstanding the foregoing, the Town of Windsor's written consent shall be required with respect to any such action with respect to the following sections: [3.06; 3.07; 3.19; 3.22; 3.25; 3.26; and, 3.32]. Any changes to said sections without prior written approval of the Town of Windsor, or its successor local government, shall be null and void.

**Section 3.27      INVALIDITY; GOVERNING LAW**

Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect. This Declaration shall be governed by and construed under the laws of the state of Wisconsin, without regard to conflict of laws rules.

**Section 3.28      APPROVAL DEADLINE**

In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted or resubmitted to the approving authority in writing in a complete submission, then such approval shall not be required in that instance.

**Section 3.29      STANDARDS**

In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;
- (c) to preserve the beauty of the 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, adequate sized homes, which conform and harmonize in external design with other structures within the Property

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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 lots.

**Section 3.30 NO LIABILITY**

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

**Section 3.31 REMEDIES**

If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

**Section 3.32 ANNEXATION [THIS SECTION MAY NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE CONSENT OF THE TOWN OF WINDSOR, AS PROVIDED IN SECTION 3.26 HEREOF.]**

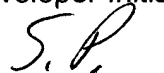
No Owner may at any time petition to annex all or any part of the Property to any city or village under applicable annexation laws, in the capacity of a land owner.

**Section 3.33 REPURCHASE OPTION**

On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within two (2) years from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such two (2) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the owner of such lot, with taxes and installments on assessments for the year in which the conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.



Developer Initials



### **Section 3.34 OUTLOTS; NOTICE OF AGRICULTURAL ACTIVITIES**

- (a) Use of Outlots. Outlots within the Plat are owned and controlled by the Town of Windsor, and their use is subject to the control of the Town of Windsor for park or stormwater management purposes, subject to the provisions of any stormwater management agreement for Outlots between the Town of Windsor, Developer and the Association, or with Developer, the Association, and Dane County, and any use thereof is subject to the approval of the Town of Windsor. Outlots within the Plat are as of the date hereof owned and controlled by the Developer, and no use may be made of such Outlots without the approval of Developer or its successors and assigns. While the Association has an obligation to maintain Outlots under the stormwater management agreement with the Town, the Association has no ownership interest in any of the Outlots.
- (b) Notice to Lot Owners. Owners and residents within the Property are hereby advised that Lots 1-3 and 270 within the Plat will be developed in the future by Developer or its successors and assigns, which could include, but is not limited to, commercial and business uses in the case of Lot 2, and multi-family residential uses in the case of Lots 1, 3 and 270. Owners and residents within Bear Tree Farms are further hereby advised that any and all Lots within the plat will continue to be used for existing agricultural uses until actually developed, e.g. continued row crop production, which may involve dust, noise, odors, night operations, operation of heavy equipment and spraying or spreading of agricultural chemicals or fertilizers.

## **ARTICLE IV.**

### **Bear Tree Farms Homeowners Association, Inc.**

#### **Section 4.01 DEFINITIONS**

For purposes of Article IV of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

"Association" shall mean and refer to Bear Tree Farms Homeowners Association, Inc., its successors and assigns.

"Board" shall mean and refer to the Board of Directors of the Association.

"Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Lots 4-269 and 271-368 of the Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin, as it may from time-to-time be amended.

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**Section 4.02 ASSOCIATION MEMBERSHIP AND BOARD OF DIRECTORS**

- (a) **Members.** The Owner of each one of Lots 4-269 and 271-368 within the Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.
- (b) **Board of Directors.** The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

**Section 4.03 COMMON AREAS; ENTRANCE SIGN**

- (a) **Acquisition of Common Areas.** The Association may take title from time-to-time to real property or easements for real property within the Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, bike and pedestrian trails, stormwater management facilities and location(s) for plat entrance signage. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Association shall establish rules and regulations for the management and use of such facilities, subject to stormwater management agreements with the Town of Windsor and Dane County, and subject to such restrictions as are placed on the recorded plat with respect to Town of Windsor approval of restrictions on the use of the trail easements. Among other matters subject to Association regulation, the Association may establish hours for the use of trail easements and may determine whether or not to open and maintain or to close such trail easements during the winter weather season. The Association shall have no right or obligation to maintain, repair or regulate any trails located outside of the plat.
- (b) **Obligations of Association.** The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members, but shall have no obligation with respect to trails located outside of the boundaries of the plat. In addition, the Association shall have the duty to maintain Outlots for stormwater management purposes.

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- (c) **Easement of Enjoyment.** Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to manage such lands for the benefit of the members of the Association and to establish reasonable rules for the use of such common areas.
- (d) **Entrance Sign.** The Association shall maintain in good order and repair any entrance sign(s) to the Plat of Bear Tree Farms, at the expense of the Association.

#### **Section 4.04 ASSESSMENTS**

- (a) **Creation of Lien and Personal Obligation of Assessments.** The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments levied by the Association in the amount and manner hereinafter provided. All such Association assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such Association assessment is made. Each such Association assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the Association assessment became due and payable. No Association assessment shall be made to any lots owned by the Developer, or its successors or assigns as designated by Developer, until such lot is actually developed.
- (b) **Creation of Assessments.** Assessments shall be determined, established and collected each year, starting with calendar year 2016, in the following manner:
- I. **Budget.** In December of each year starting in December 2015, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, and payment of other obligations of the Association including stormwater management and entrance signage obligations, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

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- II. **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$100 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, and other obligations of the Association, including stormwater management and entrance signage costs, and including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).
- III. **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.
- IV. **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.
- V. **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the





time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

**Section 4.05 TERM**

Article IV hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Bear Tree Farms is recorded, after which Article IV of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.06 below.

**Section 4.06 CANCELLATION, RELEASE, AMENDMENT OR WAIVER**

Article IV hereof, or any part thereof, may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

**Section 4.07 SEVERABILITY.**

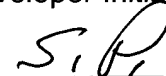
Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

**Section 4.08 OWNERSHIP OF LANDS.**

Bear Tree Farms, Inc., PC Farms Holding II, LLC, and Statz Bros., Inc. execute this instrument as Owner as their respective interests may appear with respect to the fee ownership of the lands subject to this Declaration, all as described herein.



Developer Initials



8<sup>th</sup> IN WITNESS WHEREOF, the undersigned has executed this instrument on this September, 2015.

**BEAR TREE FARMS, INC.,**  
as Developer and Owner

By: Steven D. Pederson  
Steven D. Pederson, President

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 8<sup>th</sup> day of September, 2015, before me, a Notary Public, personally appeared Steven D. Pederson, as President of Bear Tree Farms, Inc., to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Bear Tree Farms, Inc.

Richard T. Arneson  
Notary Public, State of Wisconsin  
My Commission: 7/10/15



~~IN WITNESS WHEREOF, the undersigned has executed this instrument on this 8<sup>th</sup> day of September, 2015.~~

**PC FARM HOLDINGS II, LLC**

By: Steven D. Pederson  
Steven D. Pederson, President

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 8<sup>th</sup> day of September, 2015, before me, a Notary Public, personally appeared Steven D. Pederson, as President of PC Farm Holdings II, LLC, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of PC Farm Holdings II, LLC.

Richard T. Arneson  
Notary Public, State of Wisconsin  
My Commission: 7/10/17



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Developer Initials

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IN WITNESS WHEREOF, the undersigned has executed this instrument on this 15<sup>th</sup> day of September, 2015.

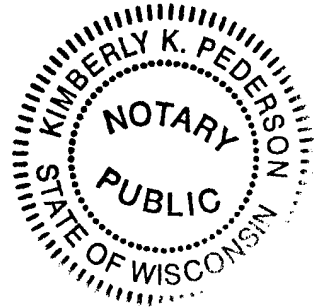
STATZ BROS., INC.

By: Wesley A. Statz Wesley A. Statz  
Title: President

STATE OF WISCONSIN )  
) ss.  
COUNTY OF DANE )

On this 15<sup>th</sup> day of September, 2015, before me, a Notary Public, personally appeared Wesley A. Statz, as President of Statz Bros., Inc., to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Statz Bros., Inc.

Kimberly K. Pederson [Signature]  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018



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**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any mortgages on the Property to the terms and provisions of this Declaration this 8th day of September, 2015.

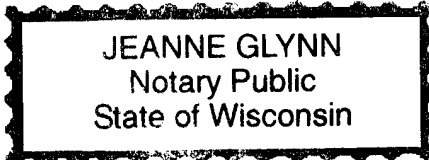
**WISCONSIN RIVER BANK**

By: *Richard T. Arneson*  
Richard T. Arneson

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF SAUK )

On this 8th day of September, 2015, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

*Jeanne Glynn*  
 Notary Public, State of Wisconsin  
 My Commission: 10-2-2016



*This instrument drafted by  
 Michael J. Lawton.*

**EXHIBIT A**

**TABLE OF MINIMUM BASEMENT OPENING ELEVATIONS**

**Certain lots within the Property have minimum basement opening elevations established pursuant to this Declaration. Attached hereto as Exhibit A is a table of such minimum basement opening elevations for the lots listed thereon. These minimum basement opening elevations, as shown on this Exhibit A, are expressed in a number of feet above sea level, using the same system as the elevation of the plat was determined by the surveyor. All of the minimum basement opening elevations designated on Exhibit A hereto are incorporated by reference herein and made a part of this Declaration and shall be binding on each owner of the lots so designated and their heirs, personal representatives, successors and assigns.**

*See Table on Next Page*

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**BEAR TREE FARMS - PHASE I  
MINIMUM OPENING ELEVATIONS**

**9/3/2015**

Lot #	Minimum Opening Elevation
Warner Dr	
22	963.42
23	960.71
24	958.76
25	958.36
26	957.70
Golden Wheat	
27	951.15
28	949.00
29	948.19
30	947.39
31	946.57
32	945.19
33	944.23
34	944.23
35	944.23
36	944.23
37	944.23
38	944.23
364	947.60
365	949.47
366	950.67
367	951.90
368	953.08
Gandy Dancer	
352	948.42
353	949.13
354	950.44
355	951.66
356	952.80
357	953.86
358	953.70
359	952.48
360	951.21
361	949.97
362	949.82
363	947.60
Royal View Drive	
64	944.23
65	944.54
66	945.19
67	945.77
68	946.57
69	947.39
70	948.24
71	949.88
72	945.35
73	944.54
74	943.69
75	942.85
76	937.60
77	937.60
78	937.60
79	937.60



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**EXHIBIT B**

**LEGAL DESCRIPTION OF BTF PROPERTY  
PC FARMS HOLDING II, LLC, AS LAND CONTRACT VENDOR, TO  
BEAR TREE FARMS, INC., AS LAND CONTRACT PURCHASER**

**PARCEL A:**

The Northeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Warranty Deed recorded in Volume 406 of Records, Page 112, excluding Certified Survey Map No. 1257 and excluding Certified Survey Map No. 11197.  
Tax Parcel No: 068/0910-283-8002-0

**PARCEL B:**

The Southeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.  
Tax Parcel No: 068/0910-283-9503-0

**PARCEL C:**

The Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 7006, excluding Certified Survey Map No. 11197 and excluding Certified Survey Map No. 11425.  
Tax Parcel No: 068/0910-284-8554-0

**PARCEL D:**

The Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.  
Tax Parcel No: 068/0910-284-9002-0

**PARCEL E:**

The Northwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.  
Tax Parcel No: 068/0910-331-8502-0

**PARCEL F:**

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.  
Tax Parcel No: 068/0910-332-8003-0

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PARCEL I:

Lot 2 of Certified Survey Map No. 13076, described as Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 of in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-9940-1

PARCEL J:

Lot 1 of Certified Survey Map No. 13076, described as part of Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Village of DeForest in Document No. 4803490 and excluding part to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-8560-1

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EXHIBIT C

LEGAL DESCRIPTION OF STATZ PROPERTY

**Statz Property**

Legal description:

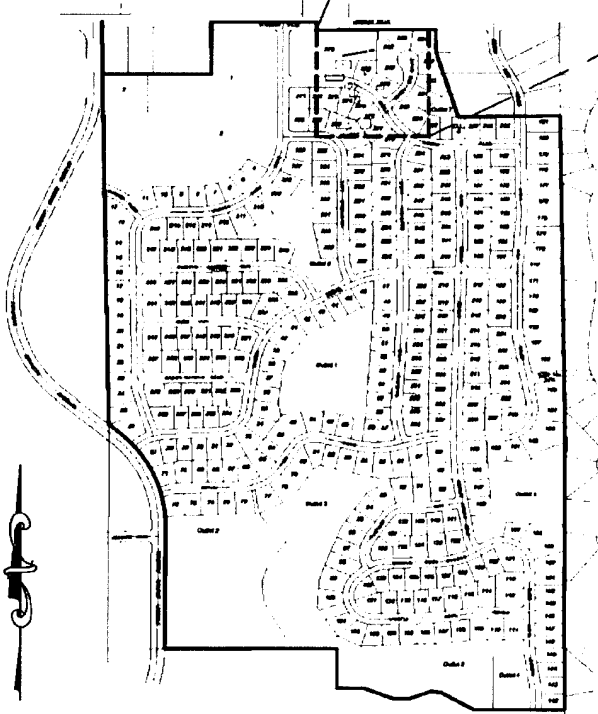
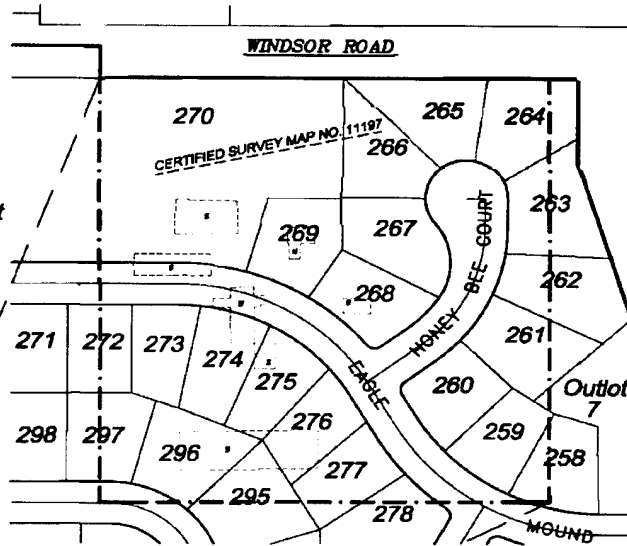
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR  
TREE  
FARMS**

August 14, 2015

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## Exhibit D

Plat of Bear Tree Farms,  
Located in the Town of Windsor,  
Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 4	0910-283-0034-1	Lot 41	0910-283-6231-1
Lot 5	0910-283-0045-1	Lot 42	0910-283-6242-1
Lot 6	0910-283-0056-1	Lot 43	0910-283-6253-1
Lot 7	0910-283-0067-1	Lot 44	0910-283-6264-1
Lot 8	0910-283-0078-1	Lot 45	0910-284-4005-1
Lot 9	0910-283-0089-1	Lot 46	0910-284-4016-1
Lot 10	0910-283-0100-1	Lot 47	0910-284-4027-1
Lot 11	0910-283-0111-1	Lot 48	0910-284-4038-1
Lot 12	0910-283-0122-1	Lot 49	0910-284-4049-1
Lot 13	0910-283-0133-1	Lot 50	0910-284-4060-1
Lot 14	0910-283-6004-1	Lot 51	0910-284-4071-1
Lot 15	0910-283-6015-1	Lot 52	0910-284-4082-1
Lot 16	0910-283-6026-1	Lot 53	0910-284-4093-1
Lot 17	0910-283-6037-1	Lot 54	0910-284-4104-1
Lot 18	0910-283-6048-1	Lot 55	0910-284-4115-1
Lot 19	0910-283-6059-1	Lot 56	0910-284-4126-1
Lot 20	0910-283-6070-1	Lot 57	0910-284-4137-1
Lot 21	0910-283-6081-1	Lot 58	0910-284-4148-1
Lot 22	0910-283-6092-1	Lot 59	0910-284-4159-1
Lot 23	0910-283-6103-1	Lot 60	0910-283-6280-1
Lot 24	0910-283-6114-1	Lot 61	0910-283-6291-1
Lot 25	0910-283-6125-1	Lot 62	0910-283-6302-1
Lot 26	0910-283-6136-1	Lot 63	0910-283-6313-1
Lot 27	0910-332-0007-1	Lot 64	0910-332-0094-1
Lot 28	0910-332-0018-1	Lot 65	0910-332-0105-1
Lot 29	0910-332-0029-1	Lot 66	0910-332-0116-1
Lot 30	0910-332-0040-1	Lot 67	0910-332-0127-1
Lot 31	0910-332-0051-1	Lot 68	0910-332-0138-1
Lot 32	0910-332-0062-1	Lot 69	0910-332-0149-1
Lot 33	0910-332-0073-1	Lot 70	0910-332-0160-1
Lot 34	0910-283-6154-1	Lot 71	0910-332-0171-1
Lot 35	0910-283-6165-1	Lot 72	0910-332-0182-1
Lot 36	0910-283-6176-1	Lot 73	0910-332-0193-1
Lot 37	0910-283-6187-1	Lot 74	0910-332-0204-1
Lot 38	0910-283-6198-1	Lot 75	0910-332-0215-1
Lot 39	0910-283-6209-1	Lot 76	0910-332-0226-1
Lot 40	0910-283-6220-1	Lot 77	0910-332-0237-1
		Lot 78	0910-332-0248-1
		Lot 79	0910-332-0259-1
		Lot 80	0910-332-0270-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 81	0910-332-0281-1	Lot 121	0910-331-2421-1
Lot 82	0910-332-0292-1	Lot 122	0910-331-2432-1
Lot 83	0910-331-2003-1	Lot 123	0910-331-2443-1
Lot 84	0910-331-2014-1	Lot 124	0910-331-2454-1
Lot 85	0910-331-2025-1	Lot 125	0910-331-2465-1
Lot 86	0910-331-2036-1	Lot 126	0910-331-2476-1
Lot 87	0910-331-2047-1	Lot 127	0910-331-2487-1
Lot 88	0910-331-2058-1	Lot 128	0910-331-2498-1
Lot 89	0910-331-2069-1	Lot 129	0910-331- 2509-1
Lot 90	0910-331-2080-1	Lot 130	0910-331-2520-1
Lot 91	0910-331-2091-1	Lot 131	0910-331-2531-1
Lot 92	0910-331-2102-1	Lot 132	0910-331-2542-1
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Lot 97	0910-331-2157-1	Lot 137	0910-331-2597-1
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Lot 99	0910-331-2179-1	Lot 139	0910-331-2619-1
Lot 100	0910-331-2190-1	Lot 140	0910-331-2630-1
Lot 101	0910-331-2201-1	Lot 141	0910-331-2641-1
Lot 102	0910-331-2212-1	Lot 142	0910-331-4002-1
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Lot 107	0910-331-2267-1	Lot 147	0910-331-2677-1
Lot 108	0910-331-2278-1	Lot 148	0910-331-2688-1
Lot 109	0910-331-2289-1	Lot 149	0910-331-2699-1
Lot 110	0910-331-2300-1	Lot 150	0910-331-2710-1
Lot 111	0910-331-2311-1	Lot 151	0910-331-2721-1
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Lot 115	0910-331-2355-1	Lot 155	0910-331-2756-1
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Lot 117	0910-331-2377-1	Lot 157	0910-331-2787-1
Lot 118	0910-331-2388-1	Lot 158	0910-331-2798-1
Lot 119	0910-331-2399-1	Lot 159	0910-331-2809-1
Lot 120	0910-331-2410-1	Lot 160	0910-331-2820-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 161	0910-331-2831-1	Lot 201	0910-284-4411-1
Lot 162	0910-284-4182-1	Lot 202	0910-284-4422-1
Lot 163	0910-284-4193-1	Lot 203	0910-284-4433-1
Lot 164	0910-284-4204-1	Lot 204	0910-284-4444-1
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Lot 170	0910-284-4270-1	Lot 210	0910-284-4510-1
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Lot 178	0910-284-2038-1	Lot 218	0910-284-4598-1
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Lot 200	0910-284-4400-1	Lot 240	0910-284-4840-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
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Lot 242	0910-284-4862-1	Lot 282	0910-284-2632-1
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Lot 244	0910-284-2234-1	Lot 284	0910-284-2654-1
Lot 245	0910-284-2245-1	Lot 285	0910-284-4885-1
Lot 246	0910-284-2256-1	Lot 286	0910-284-4896-1
Lot 247	0910-284-2267-1	Lot 287	0910-284-4907-1
Lot 248	0910-284-2278-1	Lot 288	0910-284-4918-1
Lot 249	0910-284-2289-1	Lot 289	0910-284-4929-1
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Lot 252	0910-284-2322-1	Lot 292	0910-284-2692-1
Lot 253	0910-284-2333-1	Lot 293	0910-284-2703-1
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Lot 257	0910-284-2377-1	Lot 297	0910-283-0207-1
Lot 258	0910-284-2388-1	Lot 298	0910-283-0218-1
Lot 259	0910-284-2399-1	Lot 299	0910-283-6339-1
Lot 260	0910-284-2410-1	Lot 300	0910-283-6350-1
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Lot 262	0910-284-2432-1	Lot 302	0910-283-0242-1
Lot 263	0910-284-2443-1	Lot 303	0910-283-0253-1
Lot 264	0910-284-2454-1	Lot 304	0910-283-0264-1
Lot 265	0910-284-2465-1	Lot 305	0910-283-0275-1
Lot 266	0910-284-2476-1	Lot 306	0910-283-0286-1
Lot 267	0910-284-2487-1	Lot 307	0910-283-0297-1
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		Lot 310	0910-283-0330-1
Lot 271	0910-283-0151-1	Lot 311	0910-283-0341-1
Lot 272	0910-283-0162-1	Lot 312	0910-283-0352-1
Lot 273	0910-283-0173-1	Lot 313	0910-283-0363-1
Lot 274	0910-284-2544-1	Lot 314	0910-283-0374-1
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Lot 278	0910-284-2588-1	Lot 318	0910-283-6388-1
Lot 279	0910-284-2599-1	Lot 319	0910-283-6399-1
Lot 280	0910-284-2610-1	Lot 320	0910-283-6410-1



<u>Lot Number</u>	<u>Parcel Number</u>
Lot 321	0910-283-6421-1
Lot 322	0910-283-6432-1
Lot 323	0910-283-6443-1
Lot 324	0910-283-6454-1
Lot 325	0910-283-6465-1
Lot 326	0910-283-6476-1
Lot 327	0910-283-6487-1
Lot 328	0910-283-6498-1
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Lot 350	0910-283-6740-1
Lot 351	0910-283-6751-1
Lot 352	0910-283-6762-1
Lot 353	0910-283-6773-1
Lot 354	0910-283-6784-1
Lot 355	0910-283-6795-1
Lot 356	0910-283-6806-1
Lot 357	0910-283-6817-1
Lot 358	0910-283-6828-1
Lot 359	0910-283-6839-1
Lot 360	0910-283-6850-1

<u>Lot Number</u>	<u>Parcel Number</u>
Lot 361	0910-283-6861-1
Lot 362	0910-283-6872-1
Lot 363	0910-283-6883-1
Lot 364	0910-283-6894-1
Lot 365	0910-283-6905-1
Lot 366	0910-283-6916-1
Lot 367	0910-283-6927-1
Lot 368	0910-283-6938-1
Outlot 1	0910-284-4975-1
Outlot 2	0910-332-0325-1
Outlot 3	0910-332-0350-1
Outlot 4	0910-331-4075-1
Outlot 5	0910-331-2875-1
Outlot 6	0910-284-2775-1
Outlot 7	0910-284-2800-1
Outlot 8	0910-283-0425-1



8 9 3 5 6 1 3  
Tx:8717430

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5204224**

**12/17/2015 1:54 PM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 15**

**PLAT OF BEAR TREE FARMS,  
TOWN OF WINDSOR, DANE COUNTY, WISCONSIN:**

**DEED RESTRICTION PROHIBITING SALE OR TRANSFER  
OF CERTAIN LOTS AND PROVIDING FOR PHASED  
DEVELOPMENT OF THE PLAT**

This Deed Restriction is by, between and among **BEAR TREE FARMS, INC.**, a Wisconsin corporation (the "**Developer**"), and **BEAR TREE FARMS, INC., PC FARMS HOLDING II, LLC**, a Wisconsin limited liability company, and **STATZ BROS., INC.**, a Wisconsin corporation, all as their respective ownership interests in the Property appear (collectively herein, "**Owners**") and the **TOWN OF WINDSOR**, a corporate body and politic located in Dane County, Wisconsin ("**Windsor**") and encumbers property located in the Town of Windsor, Dane County, Wisconsin, known as the **PLAT OF BEAR TREE FARMS** (the "**Property**" or the "**Plat**"). This Deed Restriction shall bind the parties and the parties' heirs, successors and assigns, shall run with the land and shall be effective when executed by all parties.

**RECITALS**

**WHEREAS**, as of the effective date of this Agreement, **PC Farms Holding II, LLC** holds a land contract vendor's interest and **Bear Tree Farms, Inc.** holds a land contract purchaser's interest in the portion of the Plat of Bear Tree Farms described on **Exhibit A**, which is attached hereto and incorporated by reference (the "**BTF Property**"), and the **Statz Bros., Inc.** own an approximately ten (10) acre portion of the Plat of Bear Tree Farms described on **Exhibit B**, which is attached hereto and incorporated by reference (the "**Statz Property**");

**WHEREAS**, the **BTF Property** and the **Statz Property**, taken together, are the property now described as the Plat of Bear Tree Farms (the "**Plat**");

**WHEREAS**, the **Owners** willingly and voluntarily enter this Deed Restriction as a covenant running with the land and binding on the Plat;

**WHEREAS**, the **Developer** has obtained from **Windsor** the authority to construct necessary public infrastructure on the Plat and market the Plat in phases, all pursuant to a Development Agreement and other agreements with **Windsor**, each and all of which were executed concurrently with this Deed Restriction and recorded in the Dane County Register of Deeds office on or about the date of recording of the Plat; and,

**WHEREAS**, the **Developer** hereby warrants and represents to **Windsor** that it has an absolute right to purchase the **Statz Property** pursuant to a binding purchase contract, and that it will do so and thereafter develop the **Statz Property** as set forth in the Development Agreement by and between the **Developer** and **Windsor**;

**WHEREAS**, the **Developer** has requested authorization to develop the Plat in phases and the

THIS SPACE RESERVED FOR  
RECORDING DATA

**RETURN TO:**

Amy Anderson Scheweppe  
Town of Windsor  
4084 Mueller Road  
DeForest, WI 53532

**DRAFTED BY:**

Constance L. Anderson, Town Attorney  
Anderson Consults, LLC  
Madison, WI 53704  
Connie@AndersonConsultsWI.com

**PARCEL IDENTIFICATION NUMBERS:**

See **Exhibit D**

Developer's authority to proceed with phased construction of the Plat is subject to, among other things, the Developer recording this Deed Restriction prohibiting the sale or transfer of certain lots included in future construction phases (that is, all phases other than Phase 1 as described on **Exhibit D**) without first obtaining and recording written prior approval from Windsor.

## AGREEMENT

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

1. **PHASED DEVELOPMENT.** Development of the Plat shall occur in the phases identified and described on **Exhibit C**, which is attached and incorporated by reference. Any and all amendments to the Phasing Plan require a written amendment to the Development Agreement executed by Windsor and Developer, and recorded in the Dane County Register of Deeds.
2. **THIS DEED RESTRICTION PROHIBITS THE SALE, CONVEYANCE OR TRANSFER OF LOTS IN THE PLAT, EXCEPT AS PROVIDED HEREIN.** As of the date of execution of this Deed Restriction, only lots in Phase 1 may be sold, conveyed or transferred. None of the lots in the remaining phases shall be sold, conveyed or transferred to a third party until such time as Windsor approves, executes and records a **RELEASE FROM DEED RESTRICTION** in the Dane County Register of Deeds Office specifying release of lots thereby made available for sale, conveyance or transfer.

Any transfer in violation of this Deed Restriction shall be deemed null and void and shall have no legal force or effect.

This Deed Restriction restricts the sale, conveyance or transfer of ownership interests (such as by deed, land contract or ground lease), but does not restrict or otherwise limit encumbrances related to the Development. Such encumbrances may include: mortgages; collateral assignments; waivers and notices of special assessments and charges; covenants; easements; and/or, utility, stormwater, and path maintenance agreements.

3. **BINDING ON SUCCESSORS AND ASSIGNS.** This Deed Restriction shall be binding on the parties' heirs, successors and assigns. If Windsor's governmental structure changes as a result of incorporation, merger or consolidation, this Deed Restriction shall continue in force and the new government entity shall be considered Windsor's successor with respect to this Deed Restriction, without the need for further action by the parties.
4. **AUTHORIZED TO BIND.** Each person signing this Deed Restriction personally warrants and represents that he or she has been duly authorized to bind the party for whom he or she is signing, and shall indemnify the parties hereto from harm caused by the failure to have authority to bind as represented by his or her signature below.

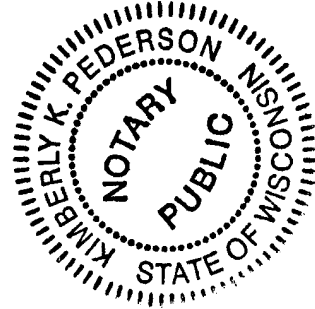
IN WITNESS WHEREOF, the parties have caused this Deed Restriction to be signed in Dane County, Wisconsin to be effective when executed by all parties.

BEAR TREE FARMS, INC.

By: Steven D. Pederson  
Steven D. Pederson, President

ACKNOWLEDGMENT

STATE OF WISCONSIN                    )  
  )ss.  
COUNTY OF DANE                     )



Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of Bear Tree Farms, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

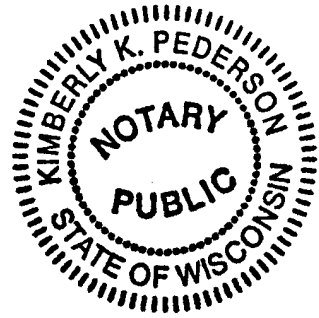
Kimberly K. Pederson KRP  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018

IN WITNESS WHEREOF, PC Farms Holding II, LLC has caused this Deed Restriction to be signed by its authorized representatives, as of this 9<sup>th</sup> day of September, 2015.

PC FARMS HOLDING II, LLC

By: Steven D. Pederson  
Signature

Steven D. Pederson - President  
Print name and title



By: D E Z  
Signature  
Winda Associates, Ltd.; member  
Dwight E. Ziegler, President  
Print name and title

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
)ss.  
COUNTY OF DANE )

Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of PC Farms Holding II, LLC, and the above-named Dwight E. Ziegler, as Executive Vice President of PC Farms Holding II, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Kimberly K. Pederson  
Notary Public, State of Wisconsin  
My Commission: 03/20/2018



IN WITNESS WHEREOF, the Town of Windsor, has caused this Deed Restriction to be signed by Robert E. Wipperfurth, Town Chairperson and its authorized representative, and attested to by Christine Capstran, Town Clerk, as of this 18 day of September, 2015.

**TOWN OF WINDSOR**

By: Robert E. Wipperfurth  
Robert E. Wipperfurth, Town Chairperson

Attest: Christine Capstran  
Christine Capstran, Town Clerk

**ACKNOWLEDGEMENT**

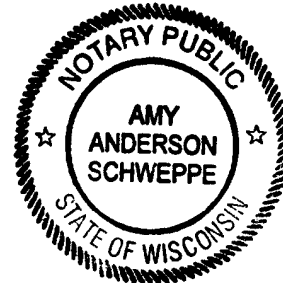
STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 18 day of September, 2015, the above-named Robert E. Wipperfurth and Christine Capstran, known to me as the Town Chairperson and Town Clerk of the Town of Windsor, and who executed the foregoing instrument and acknowledged the same.

Alyd Schyp

Notary Public, State of Wisconsin  
My Commission is ~~Permanent~~/Expires: May 23, 2017



Attachments Incorporated by Reference:

- Exhibit A: BTF Property
- Exhibit B: Statz Property
- Exhibit C: Phasing Plan
- Exhibit D: Plat Lots and Parcel Identification Numbers

**EXHIBIT A**

**LEGAL DESCRIPTION OF BTF PROPERTY  
PC FARMS HOLDING II, LLC, AS LAND CONTRACT VENDOR, TO  
BEAR TREE FARMS, INC., AS LAND CONTRACT PURCHASER**

**PARCEL A:**

The Northeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Warranty Deed recorded in Volume 406 of Records, Page 112, excluding Certified Survey Map No. 1257 and excluding Certified Survey Map No. 11197.

Tax Parcel No: 068/0910-283-8002-0

**PARCEL B:**

The Southeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-283-9503-0

**PARCEL C:**

The Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 7006, excluding Certified Survey Map No. 11197 and excluding Certified Survey Map No. 11425.

Tax Parcel No: 068/0910-284-8554-0

**PARCEL D:**

The Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-284-9002-0

**PARCEL E:**

The Northwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin.

Tax Parcel No: 068/0910-331-8502-0

**PARCEL F:**

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, excluding Certified Survey Map No. 13080.

Tax Parcel No: 068/0910-332-8003-0



**PARCEL I:**

Lot 2 of Certified Survey Map No. 13076, described as Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 of in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-9940-1

**PARCEL J:**

Lot 1 of Certified Survey Map No. 13076, described as part of Section 28, Township 9 North, Range 10 East and part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 in the Village of DeForest, Dane County, Wisconsin, excluding parts to the Village of DeForest in Document No. 4803490 and excluding part to the Department of Transportation in Document No. 4852827.

Tax Parcel No: 118/0910-283-8560-1

**EXHIBIT B**

**LEGAL DESCRIPTION OF STATZ PROPERTY  
OWNED BY STATZ BROS., INC. AND  
SUBJECT TO PURCHASE CONTRACT WITH BEAR TREE FARMS, INC.**

**Statz Property**

Legal description:

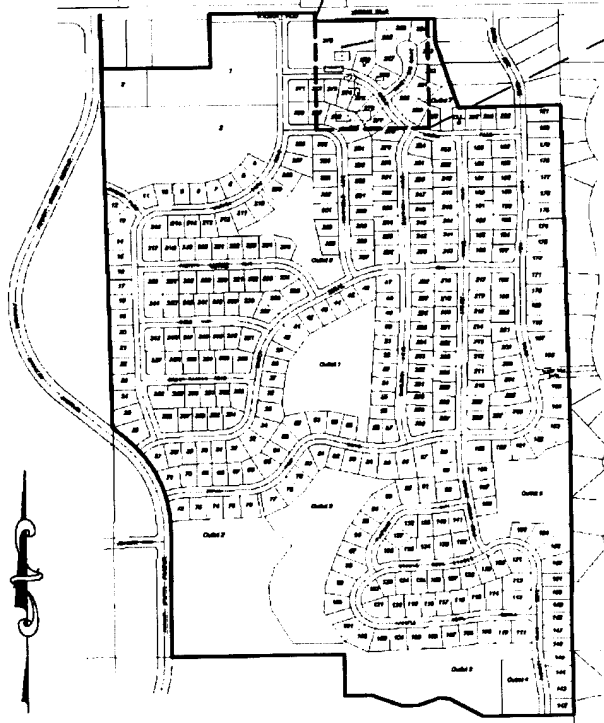
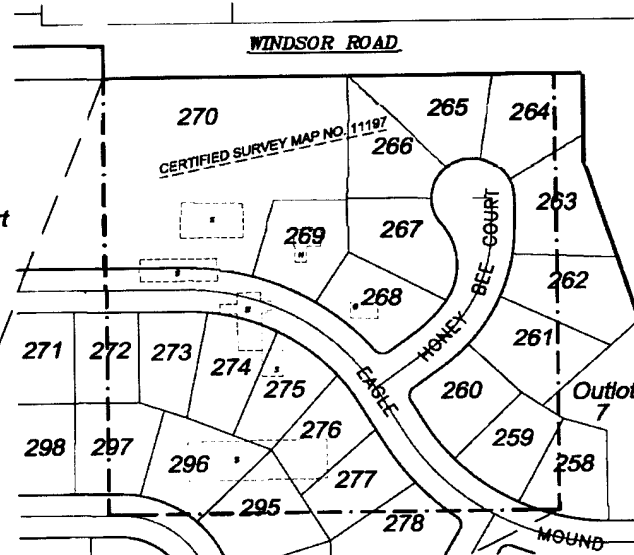
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR  
TREE  
FARMS**

August 14, 2015

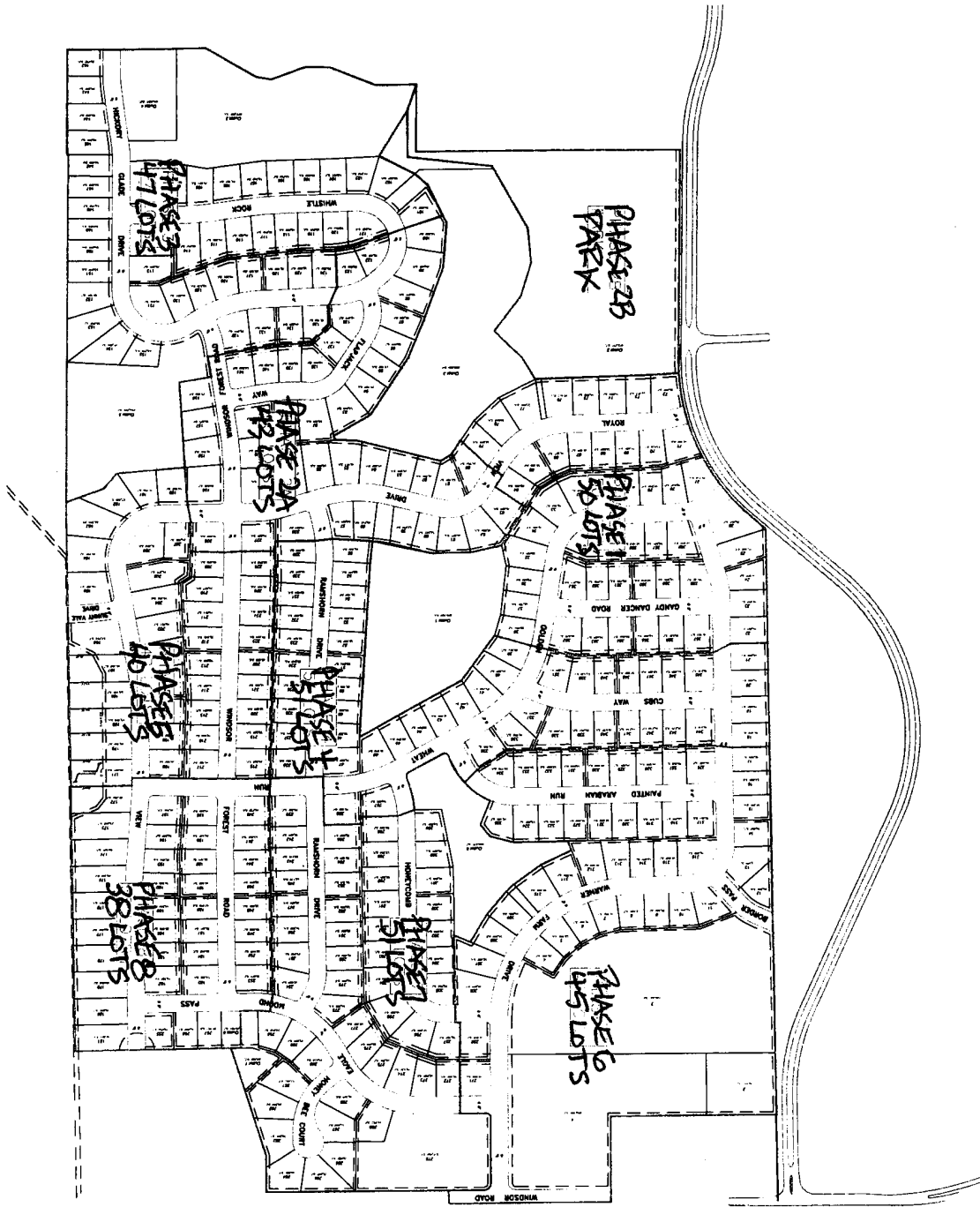
EXHIBIT C

**BEAR TREE FARMS PHASING SCHEDULE**

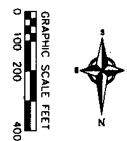
PHASE (TYPE OF USE; LOTS) (SF=single family; MF=multi- family; C=commercial)	ANTICIPATED START DATE <i>(may change due to market demand)</i>	DATE OF APPROVAL OF PHASE BY TOWN BOARD	DEADLINE FOR COMPLETION OF PUBLIC IMPROVEMENTS IN PHASE
PHASE 1-SF:	7/15	8/15	12/16
PHASE 2-SF:	7/16-4/17	TBD	TBD
PHASE 3-SF:	7/16-4/18	TBD	TBD
PHASE 4-SF:	7/17-4/19	TBD	TBD
PHASE 5-SF:	4/19-4/20	TBD	TBD
PHASE 6-SF:	9/15-9/17	TBD	TBD
PHASE 7-SF:	9/15-9/17	TBD	TBD
PHASE 8-MF:	4/16-4/20	TBD	TBD
PHASE 9-MF:	9/15-4/18	TBD	TBD
PHASE 10-C:	9/15-9/20	TBD	TBD

**Note: Any changes to phasing shall be addressed in the addendum associated with said phase.**

2015-09-03 v4



DATE 06-24-2015  
PROJECT 130264



MAP  
EX C

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

BEAR TREE FARMS  
FINAL PLAT WITH PHASING  
TOWN OF WINDSOR  
DANE COUNTY, WISCONSIN

**vierbicher**  
planners | engineers | advisors  
REEDSBURG • MADISON • PEABODY • CHEN  
401 Young Drive, Reedsburg, Wisconsin 53150  
Phone: 608.224.4444 Fax: 608.224.4214

CA

CA

## Exhibit D

Plat of Bear Tree Farms,  
Located in the Town of Windsor,  
Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 1	0910-283-0001-1	Lot 60	0910-283-6280-1
Lot 2	0910-283-0012-1	Lot 61	0910-283-6291-1
Lot 3	0910-283-0023-1	Lot 62	0910-283-6302-1
Lot 4	0910-283-0034-1	Lot 63	0910-283-6313-1
Lot 5	0910-283-0045-1		
Lot 6	0910-283-0056-1	Lot 80	0910-332-0270-1
Lot 7	0910-283-0067-1	Lot 81	0910-332-0281-1
Lot 8	0910-283-0078-1	Lot 82	0910-332-0292-1
Lot 9	0910-283-0089-1	Lot 83	0910-331-2003-1
Lot 10	0910-283-0100-1	Lot 84	0910-331-2014-1
Lot 11	0910-283-0111-1	Lot 85	0910-331-2025-1
Lot 12	0910-283-0122-1	Lot 86	0910-331-2036-1
Lot 13	0910-283-0133-1	Lot 87	0910-331-2047-1
Lot 14	0910-283-6004-1	Lot 88	0910-331-2058-1
Lot 15	0910-283-6015-1	Lot 89	0910-331-2069-1
Lot 16	0910-283-6026-1	Lot 90	0910-331-2080-1
Lot 17	0910-283-6037-1	Lot 91	0910-331-2091-1
Lot 18	0910-283-6048-1	Lot 92	0910-331-2102-1
Lot 19	0910-283-6059-1	Lot 93	0910-331-2113-1
Lot 20	0910-283-6070-1	Lot 94	0910-331-2124-1
Lot 21	0910-283-6081-1	Lot 95	0910-331-2135-1
		Lot 96	0910-331-2146-1
Lot 39	0910-283-6209-1	Lot 97	0910-331-2157-1
Lot 40	0910-283-6220-1	Lot 98	0910-331-2168-1
Lot 41	0910-283-6231-1	Lot 99	0910-331-2179-1
Lot 42	0910-283-6242-1	Lot 100	0910-331-2190-1
Lot 43	0910-283-6253-1	Lot 101	0910-331-2201-1
Lot 44	0910-283-6264-1	Lot 102	0910-331-2212-1
Lot 45	0910-284-4005-1	Lot 103	0910-331-2223-1
Lot 46	0910-284-4016-1	Lot 104	0910-331-2234-1
Lot 47	0910-284-4027-1	Lot 105	0910-331-2245-1
Lot 48	0910-284-4038-1	Lot 106	0910-331-2256-1
Lot 49	0910-284-4049-1	Lot 107	0910-331-2267-1
Lot 50	0910-284-4060-1	Lot 108	0910-331-2278-1
Lot 51	0910-284-4071-1	Lot 109	0910-331-2289-1
Lot 52	0910-284-4082-1	Lot 110	0910-331-2300-1
Lot 53	0910-284-4093-1	Lot 111	0910-331-2311-1
Lot 54	0910-284-4104-1	Lot 112	0910-331-2322-1
Lot 55	0910-284-4115-1	Lot 113	0910-331-2333-1
Lot 56	0910-284-4126-1	Lot 114	0910-331-2344-1
Lot 57	0910-284-4137-1	Lot 115	0910-331-2355-1
Lot 58	0910-284-4148-1	Lot 116	0910-331-2366-1
Lot 59	0910-284-4159-1	Lot 117	0910-331-2377-1

Lot Number	Parcel Number
Lot 118	0910-331-2388-1
Lot 119	0910-331-2399-1
Lot 120	0910-331-2410-1
Lot 121	0910-331-2421-1
Lot 122	0910-331-2432-1
Lot 123	0910-331-2443-1
Lot 124	0910-331-2454-1
Lot 125	0910-331-2465-1
Lot 126	0910-331-2476-1
Lot 127	0910-331-2487-1
Lot 128	0910-331-2498-1
Lot 129	0910-331-2509-1
Lot 130	0910-331-2520-1
Lot 131	0910-331-2531-1
Lot 132	0910-331-2542-1
Lot 133	0910-331-2553-1
Lot 134	0910-331-2564-1
Lot 135	0910-331-2575-1
Lot 136	0910-331-2586-1
Lot 137	0910-331-2597-1
Lot 138	0910-331-2608-1
Lot 139	0910-331-2619-1
Lot 140	0910-331-2630-1
Lot 141	0910-331-2641-1
Lot 142	0910-331-4002-1
Lot 143	0910-331-4013-1
Lot 144	0910-331-4024-1
Lot 145	0910-331-4035-1
Lot 146	0910-331-2666-1
Lot 147	0910-331-2677-1
Lot 148	0910-331-2688-1
Lot 149	0910-331-2699-1
Lot 150	0910-331-2710-1
Lot 151	0910-331-2721-1
Lot 152	0910-331-2732-1
Lot 153	0910-331-2743-1
Lot 154	0910-331-2754-1
Lot 155	0910-331-2756-1
Lot 156	0910-331-2776-1
Lot 157	0910-331-2787-1
Lot 158	0910-331-2798-1

Lot Number	Parcel Number
Lot 159	0910-331-2809-1
Lot 160	0910-331-2820-1
Lot 161	0910-331-2831-1
Lot 162	0910-284-4182-1
Lot 163	0910-284-4193-1
Lot 164	0910-284-4204-1
Lot 165	0910-284-4215-1
Lot 166	0910-284-4226-1
Lot 167	0910-284-4237-1
Lot 168	0910-284-4248-1
Lot 169	0910-284-4259-1
Lot 170	0910-284-4270-1
Lot 171	0910-284-4281-1
Lot 172	0910-284-4292-1
Lot 173	0910-284-4303-1
Lot 174	0910-284-4314-1
Lot 175	0910-284-2005-1
Lot 176	0910-284-2016-1
Lot 177	0910-284-2027-1
Lot 178	0910-284-2038-1
Lot 179	0910-284-2049-1
Lot 180	0910-284-2060-1
Lot 181	0910-284-2071-1
Lot 182	0910-284-2082-1
Lot 183	0910-284-2093-1
Lot 184	0910-284-2104-1
Lot 185	0910-284-2115-1
Lot 186	0910-284-2126-1
Lot 187	0910-284-2137-1
Lot 188	0910-284-2148-1
Lot 189	0910-284-2159-1
Lot 190	0910-284-2170-1
Lot 191	0910-284-2181-1
Lot 192	0910-284-2192-1
Lot 193	0910-284-2203-1
Lot 194	0910-284-4334-1
Lot 195	0910-284-4345-1
Lot 196	0910-284-4356-1
Lot 197	0910-284-4367-1
Lot 198	0910-284-4378-1
Lot 199	0910-284-4389-1

Lot Number	Parcel Number
Lot 200	0910-284-4400-1
Lot 201	0910-284-4411-1
Lot 202	0910-284-4422-1
Lot 203	0910-284-4433-1
Lot 204	0910-284-4444-1
Lot 205	0910-284-4455-1
Lot 206	0910-284-4466-1
Lot 207	0910-284-4477-1
Lot 208	0910-284-4488-1
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Lot 211	0910-284-4521-1
Lot 212	0910-284-4532-1
Lot 213	0910-284-4543-1
Lot 214	0910-284-4554-1
Lot 215	0910-284-4565-1
Lot 216	0910-284-4576-1
Lot 217	0910-284-4587-1
Lot 218	0910-284-4598-1
Lot 219	0910-284-4609-1
Lot 220	0910-284-4620-1
Lot 221	0910-284-4631-1
Lot 222	0910-284-4642-1
Lot 223	0910-284-4653-1
Lot 224	0910-284-4664-1
Lot 225	0910-284-4675-1
Lot 226	0910-284-4686-1
Lot 227	0910-284-4697-1
Lot 228	0910-284-4708-1
Lot 229	0910-284-4719-1
Lot 230	0910-284-4730-1
Lot 231	0910-284-4741-1
Lot 232	0910-284-4752-1
Lot 233	0910-284-4763-1
Lot 234	0910-284-4774-1
Lot 235	0910-284-4785-1
Lot 236	0910-284-4796-1
Lot 237	0910-284-4807-1
Lot 238	0910-284-4818-1
Lot 239	0910-284-4829-1

Lot Number	Parcel Number
Lot 240	0910-284-4840-1
Lot 241	0910-284-4851-1
Lot 242	0910-284-4862-1
Lot 243	0910-284-2223-1
Lot 244	0910-284-2234-1
Lot 245	0910-284-2245-1
Lot 246	0910-284-2256-1
Lot 247	0910-284-2267-1
Lot 248	0910-284-2278-1
Lot 249	0910-284-2289-1
Lot 250	0910-284-2300-1
Lot 251	0910-284-2311-1
Lot 252	0910-284-2322-1
Lot 253	0910-284-2333-1
Lot 254	0910-284-2344-1
Lot 255	0910-284-2355-1
Lot 256	0910-284-2366-1
Lot 257	0910-284-2377-1
Lot 258	0910-284-2388-1
Lot 259	0910-284-2399-1
Lot 260	0910-284-2410-1
Lot 261	0910-284-2421-1
Lot 262	0910-284-2432-1
Lot 263	0910-284-2443-1
Lot 264	0910-284-2454-1
Lot 265	0910-284-2465-1
Lot 266	0910-284-2476-1
Lot 267	0910-284-2487-1
Lot 268	0910-284-2498-1
Lot 269	0910-284-2509-1
Lot 270	0910-284-2520-1
Lot 271	0910-283-0151-1
Lot 272	0910-283-0162-1
Lot 273	0910-283-0173-1
Lot 274	0910-284-2544-1
Lot 275	0910-284-2555-1
Lot 276	0910-284-2566-1
Lot 277	0910-284-2577-1
Lot 278	0910-284-2588-1
Lot 279	0910-284-2599-1

Lot Number	Parcel Number
Lot 280	0910-284-2610-1
Lot 281	0910-284-2621-1
Lot 282	0910-284-2632-1
Lot 283	0910-284-2643-1
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Lot 295	0910-284-2725-1
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Lot 298	0910-283-0218-1
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Lot 302	0910-283-0242-1
Lot 303	0910-283-0253-1
Lot 304	0910-283-0264-1
Lot 305	0910-283-0275-1
Lot 306	0910-283-0286-1
Lot 307	0910-283-0297-1
Lot 308	0910-283-0308-1
Lot 309	0910-283-0319-1
Lot 310	0910-283-0330-1
Lot 311	0910-283-0341-1
Lot 312	0910-283-0352-1
Lot 313	0910-283-0363-1
Lot 314	0910-283-0374-1
Lot 315	0910-283-0385-1
Lot 316	0910-283-0396-1
Lot 317	0910-283-6377-1
Lot 318	0910-283-6388-1
Lot 319	0910-283-6399-1
Lot 320	0910-283-6410-1
Lot 321	0910-283-6421-1

Lot Number	Parcel Number
Lot 322	0910-283-6432-1
Lot 323	0910-283-6443-1
Lot 324	0910-283-6454-1
Lot 325	0910-283-6465-1
Lot 326	0910-283-6476-1
Lot 327	0910-283-6487-1
Lot 328	0910-283-6498-1
Lot 329	0910-283-6509-1
Lot 330	0910-283-6520-1
Lot 331	0910-283-6531-1
Lot 332	0910-283-6542-1
Lot 333	0910-283-6553-1
Lot 334	0910-283-6564-1
Lot 335	0910-283-6575-1
Lot 336	0910-283-6586-1
Lot 337	0910-283-6597-1
Lot 338	0910-283-6608-1
Lot 339	0910-283-6619-1
Lot 340	0910-283-6630-1
Lot 341	0910-283-6641-1
Lot 342	0910-283-6652-1
Lot 343	0910-283-6663-1
Lot 344	0910-283-6674-1
Lot 345	0910-283-6684-1
Lot 346	0910-283-6696-1
Lot 347	0910-283-6707-1
Lot 348	0910-283-6718-1
Lot 349	0910-283-6729-1
Lot 350	0910-283-6740-1
Lot 351	0910-283-6751-1
Outlot 1	0910-284-4975-1
Outlot 2	0910-332-0325-1
Outlot 3	0910-332-0350-1
Outlot 4	0910-331-4075-1
Outlot 5	0910-331-2875-1
Outlot 6	0910-284-2775-1
Outlot 7	0910-284-2800-1
Outlot 8	0910-283-0425-1





**PLAT OF BEAR TREE FARMS,  
LOCATED IN THE VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**AGREEMENT FOR PUBLIC IMPROVEMENTS AND  
DEVELOPMENT MATTERS  
(“Agreement”)**

**This Agreement terminates, replaces and supersedes the Agreement for Public Improvements and Development Matters (Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin) fully executed on September 18, 2015, and recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204219 (the “Original DA”).**

*See Exhibit 1 for a complete list of legal descriptions and Parcel Identification Numbers Affected by this Agreement (the “Affected Lots”).*

**The parties to this Agreement also acknowledge and agree that the following document of record is hereby terminated:**

**Deed Restriction Prohibiting Sale or Transfer of Certain Lots and Providing for Phased Development recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204224.**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5435598  
08/21/2018 02:18 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 28**

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO  
Amy Schweppe Anderson, Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
DRAFTED BY  
Constance L. Anderson, as Special Counsel to  
Village of Windsor, and  
Angie Black, as Legal Counsel to Developer

PARCEL IDENTIFICATION NUMBERS  
*See Exhibit 1*

**DEVELOPMENT AGREEMENT**

1           **THIS DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into  
2 by and between Bear Tree Farms, Inc., a Wisconsin corporation, with its principal business office  
3 located at 370 Campbell Hill Court, DeForest, WI 53532 (“**Developer**”), and the Village of  
4 Windsor (“**Village**”), a municipal corporation, with its principal business office located at 4084  
5 Mueller Road, DeForest, WI 53532, to be effective as of August 16, 2018.  
6  
7

**RECITALS**

8  
9  
10           **WHEREAS**, the parties entered into the Original DA which applied to all of the lots  
11 located in the Plat of Bear Tree Farms in Dane County, Wisconsin (“**Plat**”);  
12

13           **WHEREAS**, Bear Tree Farms, Inc. (“**Developer**”) continues to serve as the Developer of  
14 all lots in the Plat other than those conveyed to third parties as part of Phase 1 (see Exhibit 1),  
15 which has been completed except for those public improvements to completed as expressly set  
16 forth herein;  
17

18           **WHEREAS**, this Agreement terminates and replaces the Original DA in its entirety;  
19

20           **WHEREAS**, this Agreement shall initially apply to all lots within the Plat identified on  
21 Exhibit 1 except for the lots in Phase 1 that were conveyed to bona fide third-party purchasers (*see*  
22 Exhibit 1), which shall not be encumbered by this Agreement;  
23

24           **WHEREAS**, on November 9, 2015, the State of Wisconsin Department of Administration  
25 issued a Certificate of Incorporation to the Village of Windsor and the Village has subsequently  
26 adopted a zoning code and other ordinances, and will continue to do so over the course of  
27 performance of this Agreement (“**Village Ordinances**”);  
28

29           **WHEREAS**, given this change in the Village’s status, both the Village and Developer wish  
30 to terminate and replace the Original DA with this Agreement to accurately reflect both the current  
31 law and the parties’ understanding regarding the completion of certain improvements in Outlots 1,  
32 2 and 3 within Phase 1, and agreement regarding Developer proceeding with development of Phase  
33 2 including installation of Public Improvements to serve Phase 2 (as defined and more fully  
34 described below), which is comprised of Phase 2A and Phase 2B, all as set forth in this Agreement;  
35

36           **WHEREAS**, the Village seeks to protect the health, safety, and general welfare of the  
37 community by requiring the completion of various public improvements in connection with  
38 development of lots within the Plat, and each Phase of development (as defined and more fully  
39 described below), and thereby to limit the harmful effects of substandard developments, including  
40 premature development which leaves property undeveloped and unproductive;  
41

42           **WHEREAS**, Village Ordinances require, among other things, that provisions be made for  
43 public improvements to serve development projects including, but not limited to, grading of public

44 lands, erosion and stormwater runoff control, stormwater management facilities, sewer and water  
45 facilities, and public streets and multi-use paths;

46  
47 **WHEREAS**, Windsor Code of Ordinances Sec. 38-194(5) specifically provides for a  
48 developer's agreement by and between the Village and Developer which shall constitute a binding  
49 agreement between the Village and Developer and contain such terms as are negotiated to and  
50 agreed by the parties, and this Agreement serves such purpose;

51  
52 **WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the  
53 Village in order to resolve open issues and assure compliance with Village Ordinances related to  
54 applicable standards for public improvements required in connection with land development, as  
55 well as the avoidance of harmful consequences of land development prior to satisfactory  
56 completion of public improvements or payment of related costs and fees;

57  
58 **WHEREAS**, the Village finds that the terms and conditions set forth in this Agreement  
59 are in the public interest and particularly necessary because this Plat affects such a large area within  
60 the Village, relates directly to development in an adjacent municipality which is served by Village  
61 utilities pursuant to contractual agreements, and will be developed over a period of time spanning  
62 more than a decade during which changes in laws, regulations and Village Ordinances may occur.

## 63 **AGREEMENT**

64  
65  
66 **NOW, THEREFORE**, in consideration of the above recitals, which are incorporated  
67 herein by reference, and other good and valuable consideration, the sufficiency of which is hereby  
68 acknowledged, the Village and Developer agree as follows:

### 69 70 **1. REQUIRED PUBLIC IMPROVEMENTS.**

71  
72 1.1. **Agreement Regarding Public Improvements.** For the public health, safety and  
73 welfare, the Developer shall construct and install, at its sole expense, all on-site and  
74 off-site public improvements needed to provide public services to each Phase (as  
75 defined below) within the Plat, in accordance with the conditions of approval and  
76 requirements established by Village Ordinances, and the obligations set forth in this  
77 Agreement (collectively, the "**Public Improvements**"). Developer's obligation to  
78 construct Public Improvements in connection with each Phase shall commence  
79 when Developer has obtained approval of the Phase from the Village Board. The  
80 Village acknowledges that it has approved the Public Improvements associated  
81 with Phase 1 and Phase 2, as more fully described below. Developer shall be  
82 required to connect each Phase within the Plat to existing public improvements,  
83 which may include facilities outside of the boundaries of the Plat, including utility  
84 and street connections.

85  
86 1.2. **Phasing Plan Required.** The "**Phasing Plan**" attached hereto as **Exhibit 2** serves  
87 as a critical reference and summarizes the current anticipated overall development  
88 plan for the Plat in "Phases," and generally identifies the current sequencing for the  
89 development of lots within the Plat and provides a logical progression for

90 installation of Public Improvements. The sequencing and progression for  
91 installation of Public Improvements in connection with future Phases within the  
92 Plat other than Phase 2 (including Phase 2A and Phase 2B) shall be further defined  
93 as Developer elects to proceed with development of a Phase and shall consider the  
94 following to the extent applicable to a Phase and required by then-current<sup>1</sup> Village  
95 Ordinances and this Agreement: engineering realities; sanitary sewer extensions;  
96 water supply and pressure; stormwater facilities; connectivity of public roads for  
97 motor vehicles within and outside of the Plat; connections of multi-use paths for  
98 bicyclists and pedestrians; accessways and service needs for police, EMS,  
99 firefighters and public safety; and other similar factors affecting public health,  
100 safety and welfare.

101  
102 By approving this Agreement, the Village determines that the Phasing Plan attached  
103 hereto as **Exhibit 2**, and incorporated by reference, generally satisfies the objectives  
104 set forth in this section 1.2 and further acknowledges and agrees that the proposed  
105 connections and Public Improvements for Phase 2, as set forth in the Plans  
106 described on **Exhibit 3**, and incorporated by reference, are approved by this  
107 Agreement. The Developer acknowledges and agrees that Phase 3 will require the  
108 connections shown on the Phasing Plan (that is, either Warner Farm Drive to Border  
109 Pass to Pederson Crossing Boulevard, or Golden Wheat Run to Royal View to  
110 Windsor Road). Specific terms and conditions for Public Improvements within  
111 Phase 3 will be set forth in an amendment to this Agreement, and the Public  
112 Improvements that may be required for Phase 3 are not approved by execution of  
113 this Agreement but shall be determined based on this Agreement and then-current  
114 Village Ordinances at the time Developer elects to proceed with Phase 3.  
115

116 The Village and Developer recognize that adjustments to the Phasing Plan may be  
117 needed in the future with regard to Phases 4-10, which are generally depicted on  
118 Exhibit 2. If the Developer wishes to adjust the Phasing Plan, the Developer shall  
119 present its request to the Village Board. The Village Board shall review the request  
120 to determine whether, in the reasonable discretion of the Village Board, the  
121 adjustments to the Phasing Plan satisfy the objectives set forth in this Section 1.2  
122 provided, however, the Village Board may not require any changes or adjustments  
123 which are inconsistent with or contrary to this Agreement or then-current Village  
124 Ordinances. Any adjustments to the Phasing Plan requested by Developer and  
125 approved by resolution of the Village Board shall be incorporated into this  
126 Agreement by a written amendment to the Agreement.  
127

- 128 **1.3. Approval of Each Phase Required.** Except for Phase 1 and Phase 2, for which  
129 the Public Improvements and related requirements are covered by this Agreement,  
130 each subsequent Phase of development within the Plat will require review and  
131 approval by the Village Board with respect to (a) any changes to the lots and outlots  
132 in the Phase which varies from the current lots within the Plat, and (b) the associated

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<sup>1</sup> As used in this Agreement, "then-current" refers to Village Ordinances in effect when the subsequent Phase is approved, rather than those in effect as of the effective date of this Agreement.

133 Public Improvements for each Phase. Approval of the foregoing for each Phase  
134 shall be by resolution of the Village Board and shall require a written amendment  
135 of the Agreement and preparation of relevant exhibits.  
136

137 1.4. **Specific Project Approvals in Agreement: Stormwater Management;**  
138 **Corrections to Stormwater Facilities required in Phase 1 (Outlot 1 and Outlot**  
139 **3); Public Improvements for Phase 2; and, Windsor Community Park (Outlot**  
140 **2).** While the Agreement establishes standards for development of the entire Plat,  
141 this section 1.4 expressly sets forth the agreement between the Developer and  
142 Village with respect to commencement and completion of development of Phase 1  
143 and Phase 2:  
144

145 **1.4.1. Stormwater Management Plan for Bear Tree Farms.** The Village  
146 acknowledges receipt of a Stormwater Management Plan for Bear Tree Farms first  
147 prepared by Vierbicher Associates, Inc. on April 30, 2014, and revised on July 9,  
148 2018, for Project #130264—Task 7. In this Agreement, “**Stormwater**  
149 **Management Plan**” references the July 9, 2018 submission. The Stormwater  
150 Management Plan has been submitted to, reviewed by and approved by the  
151 applicable governing authorities, the Wisconsin Department of Natural Resources  
152 (“WDNR”). The Developer shall obtain the required written approval from the  
153 Capital Area Regional Planning Commission (“CARPC”) and permits from Dane  
154 County Land & Water Resources prior to commencement of work under this  
155 Agreement. The Village has no objection to the design standards in the Stormwater  
156 Management Plan, which include the following:

- 157 • With respect to recharge requirements, the Village does not require a  
158 consumptive use component.
- 159 • With respect to maintaining pre-development infiltration levels after the  
160 development is complete, the Village requires that the Developer maintain  
161 100% of the predevelopment infiltration levels (that is, inches of infiltration  
162 per acre or part thereof) post-development.
- 163 • With respect to stay-on-site requirements for peak flow, the Village requires  
164 that 90% of the peak flow generated from a 100-year storm stay on the site.  
165

166 It shall be the Developer’s obligation to construct stormwater management facilities  
167 and improvements in accordance with the Stormwater Management Plan, including  
168 satisfying any conditions required by applicable laws and regulations of the WDNR  
169 and CARPC. The Developer shall complete the work so that the stormwater  
170 management facilities operate as designed and approved.  
171

172 Furthermore, the Developer shall obtain the requisite approvals and stormwater and  
173 erosion control permits<sup>2</sup> from the Dane County Land & Water Resources  
174 Department as required by law, and shall complete each Phase in compliance with

---

<sup>2</sup> Dane County may or may not issue permits based on the Stormwater Management Plan dated July 9, 2018, but may issue permits based on an amended stormwater management plan. Ultimately, the Village will rely on Dane County’s permits as issued to determine enforcement standards required by this Agreement.

175 the permits obtained. If the permits are subject to conditions, it is the Developer's  
176 obligation to satisfy those conditions required by law.  
177

178 **1.4.2. Corrections to Stormwater Management Facilities Required in Phase 1**  
179 **(Parts of Outlot 1<sup>3</sup> and Outlot 3):** Developer shall complete the stormwater  
180 management facilities in Outlots 1 and 3 described in the Stormwater Management  
181 Plan ("**Phase 1 Stormwater Improvements**"). Developer agrees to complete the  
182 Phase 1 Stormwater Improvements as necessary so that the stormwater  
183 management facilities operate in a manner that meets the standards set forth in the  
184 Stormwater Management Plan. Where the legal requirements of approving  
185 authorities are conflicting, as set forth herein and in applicable laws, regulations  
186 and ordinances, and approvals/permits issued thereunder, the Developer shall  
187 comply with the most restrictive requirements.  
188

189 Developer shall promptly commence and diligently pursue to completion the Phase  
190 1 Stormwater Improvements upon execution of this Agreement and upon receipt of  
191 the permits and approvals referenced in Section 1.4.1 above. Upon completion of  
192 the Phase 1 Stormwater Improvements, and Dane County's approval of the release  
193 of the security associated therewith, the Village shall approve release of said  
194 security, which approval of release of the security may not be unreasonably  
195 withheld, conditioned or delayed. Although work on the Phase 2 Public  
196 Improvements may commence while Developer is completing the Phase 1  
197 Stormwater Improvements, no building permits for individual lots within Phase 2  
198 shall be issued until the non-variable portion of the Phase 1 Stormwater  
199 Improvements has been completed (non-variable includes items such as permanent  
200 installations and improvements and required grading); provided, however, that any  
201 component of the Phase 1 Stormwater Improvements which requires maturity or  
202 acts of nature to be determined fully complete or functional (for example, but not  
203 limited to, growth of vegetation or the occurrence of rainfall/infiltration events)  
204 need not be fully completed or tested to consider the Phase 1 Stormwater  
205 Improvements complete for purposes of issuance of Phase 2 building permits.  
206 Notwithstanding the foregoing, if such component(s) of the Phase 1 Stormwater  
207 Improvements which requires maturity or acts of nature to be determined fully  
208 complete or functional (for example, but not limited to, growth of vegetation or the  
209 occurrence of rainfall/infiltration events) are not fully complete or functional within  
210 fourteen (14) months of the non-variable component, the Village shall cease  
211 issuance of Phase 2 building permits until the Phase 1 Stormwater Improvements  
212 are fully complete and functional, and may seek such other remedies as are  
213 provided by law.  
214

215 **1.4.3. Phase 2 Approval with Conditions.** The Village hereby approves Phase  
216 2, as set forth herein. Phase 2 shall be completed by the Developer in two

---

<sup>3</sup> The stormwater facilities in the northern part of Outlot 1 are for treatment only, and are not a part of Phase 1 Stormwater Improvements or Phase 2 Stormwater Improvements. When this Agreement references Outlot 1 with respect to Phase 1 and Phase 2, the reference is to the infiltration portion and treatment portion of the southern part of Outlot 1 only.

217 subphases: Phase 2A and Phase 2B, provided, however, that, upon payment of the  
218 required fees and costs due and owing under this Agreement for both Phase 2A and  
219 Phase 2B, Developer may elect to complete both at the same time. Phase 2A shall  
220 include the following twenty lots: 18, 19, 20, 21, 39, 40, 337, 338, 339, 340, 341,  
221 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 ("**Phase 2A**"). Phase 2B shall  
222 include the following twenty-four lots: 16, 17, 41, 42, 43, 318, 319, 320, 321, 322,  
223 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336 ("**Phase 2B**").

224  
225 Simultaneous with construction of Phase 2A, Developer shall also construct  
226 stormwater management facilities for Phase 2 ("**Phase 2 Stormwater**  
227 **Improvements**") in accordance with the approved Stormwater Management Plan,  
228 stormwater and erosion control permits issued by Dane County Land & Water  
229 Resources Department, and the Bear Tree Farms Outlot 3 Sanitary Sewer Extension  
230 & Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher  
231 Associates, Inc. Where the legal requirements of approving authorities are  
232 conflicting, as set forth herein and in applicable laws, regulations and ordinances,  
233 the Developer shall comply with the most restrictive requirements.

234  
235 **1.4.4. Developer Grading of Community Park Portion of Outlot 2 and**  
236 **Installation of Sanitary Sewer.** Developer shall promptly commence and  
237 complete the grading of the Windsor Community Park and installation of sanitary  
238 sewer through the Windsor Community Park upon execution of this Agreement.  
239 Developer shall grade that portion of Outlot 2 planned for the community park,<sup>4</sup> all  
240 in accordance with the Bear Tree Farms Outlot 3 Sanitary Sewer Extension &  
241 Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher Associates,  
242 Inc. ("**Park Improvement Plan**"). [Note: Per the Park Grading Plan, Wet  
243 Detention and the Swale Relocation shall be by Developer.] Developer shall install  
244 the sanitary sewer line that traverses the Windsor Community Park, all in  
245 accordance with the Park Improvement Plan. The Developer shall work with the  
246 Village to coordinate grading and installation of the sanitary sewer so that the  
247 Windsor Community Park construction project described in section 1.4.5 below can  
248 proceed in a timely manner and in accordance with the Village's contract with  
249 Advanced Building Corporation, as may be amended.

250  
251 No building permits for individual lots within Phase 2 shall be issued until the  
252 grading and sanitary sewer pipe installation hereunder have been completed by the  
253 Developer.

254  
255 **1.4.5. Village Construction of Community Park.** The Village Board approved  
256 the Windsor Community Park design on February 2, 2017, and the Village Board  
257 awarded the construction bid for the Windsor Community Park to Advanced  
258 Building Corporation per Village Board Resolution 2018-46 on June 21, 2018. The  
259 Village agrees to proceed with construction of the Windsor Community Park,

---

<sup>4</sup> A portion of Outlot 2 is woodlands and, while dedicated to the public, will not be developed as part of the community park.

260 weather permitting, provided that Developer has completed the grading and  
261 sanitary sewer line installation in accordance with the Park Improvement Plan  
262 described in section 1.4.4 above.  
263

264 **2. STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.**  
265

266 Developer's construction of the Public Improvements in connection with each Phase of  
267 development within the Plat shall be done in accordance with the then-current Village Ordinances  
268 and this Agreement. Where the legal requirements of then-current Village Ordinances and this  
269 Agreement conflict, the Developer shall comply with the most restrictive requirements. The  
270 Village and Developer acknowledge and agree the plans and specifications for completion of the  
271 Public Improvements for Phase 1 and Phase 2 have been reviewed by the Village Engineer and,  
272 per Exhibit 3, the Village Engineer has no objection to the Public Improvement work within those  
273 Phases proceeding subject to and in accordance with this Agreement.  
274

275 **3. CONTRACTORS ENGAGED BY DEVELOPER FOR PROJECT;**  
276 **INDEMNIFICATION AND INSURANCE.**  
277

278 3.1. **Approval of Contractor(s).** The Developer agrees to engage contractors for  
279 construction of all Public Improvements, who shall first be approved for such work  
280 by the Village Engineer and who shall qualify with every applicable requirement  
281 of the Village and any Ordinance, rule, or regulation thereof. Prior to the  
282 commencement of construction of the Public Improvements within any Phase the  
283 Developer shall furnish to the Village Engineer the names of all contractors and  
284 subcontractors, together with a classification of the work performed by each. Such  
285 submittal shall be prior to the commencement of construction of any of the Public  
286 Improvements in that Phase. All construction documents for the Public  
287 Improvements are subject to the prior review of the Village and Developer shall  
288 provide a copy to the Village which may become a public record but may be subject  
289 to redaction of confidential and proprietary information.  
290

291 3.2. **Indemnification by Contractor(s).** The Developer shall require all contractors  
292 engaged in the construction of the Public Improvements to indemnify and hold the  
293 Village and its engineers and consultants harmless from and against any and all  
294 claims, losses, damages, costs, and expenses which such contractors may or might  
295 incur in connection with the construction of the Public Improvements. Such  
296 indemnification and hold harmless clause shall either be as stated in the prior  
297 sentence or otherwise in form and content acceptable to the Village Attorney, and  
298 shall be included in each contract which the Developer has with a contractor  
299 providing labor or materials for Public Improvements.  
300

301 3.3. **Indemnification by Developer.** During any period of construction of Public  
302 Improvements on a Phase and for a period expiring one (1) year from the date of



303 substantial completion<sup>5</sup> of the Public Improvements for that Phase, the Developer  
304 hereby expressly agrees to indemnify, save and hold harmless the Village, its  
305 engineers, consultants, employees, officers and agents from and against all claims,  
306 costs, suits, causes of actions, demands, and liability of every kind and nature, for  
307 injury or damage received or sustained by any person or persons or property,  
308 whomsoever and whatsoever, in connection with, or on account of the performance  
309 of the particular Public Improvements associated with the particular Phase, except  
310 to the extent such claim is the result of the willful or negligent acts of the Village.<sup>6</sup>  
311 As requested by the Village, the Developer further agrees to aid and defend the  
312 Village with legal counsel acceptable to the Village in the event the Village is  
313 named as a defendant in any action for which Developer has agreed to indemnify  
314 the Village hereunder, except where such suit is brought by the Developer (in which  
315 case this indemnification provision does not apply). This provision is not intended  
316 to and shall not be interpreted to limit insurance coverage that may be available to  
317 the Village or governmental immunity or other defenses that may be available to  
318 the Village, each and all of which are expressly reserved by the Village. It is hereby  
319 agreed that the Developer is not an agent or employee of the Village, and neither  
320 Developer nor its contractors shall represent itself as an agent or employee of the  
321 Village.  
322

323 3.4. **Insurance by Contractor(s).** The Developer shall also require all contractors  
324 engaged in the construction of the Public Improvements to maintain such  
325 reasonable insurance as shall be required by the Village Attorney and Engineer,  
326 which insurance requirements shall be consistent with requirements imposed on  
327 other developers and contractors within the Village. Upon demand, the contractors  
328 shall furnish to the Village Attorney and Engineer, a current certificate of insurance  
329 to evidence such insurance. All such insurance shall comply with the Village's  
330 contract requirements pertaining to damage claims, indemnification of the Village,  
331 and insurance. The Contractor(s) so engaged are required to furnish commercial  
332 general liability insurance of not less than \$1,000,000.00 aggregate for any such  
333 damage sustained by two or more persons in any one accident. The Developer is  
334 responsible for confirming that such insurance is in place and that the Village is  
335 named as an additional insured on such insurance.  
336

337 **4. CONSTRUCTION RELATED ACTIVITIES FOR PUBLIC IMPROVEMENTS.**  
338

339 In connection with the construction of the Public Improvements, it is hereby agreed as  
340 follows:

---

<sup>5</sup> See Wis. Stat. § 236.13, as amended, which applies to all preliminary and final plats as of August 1, 2014. Pursuant thereto, "substantial completion" is defined as follows: "(P)ublic improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed at the time the binder course is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90% of the public improvements by costs are completed."

<sup>6</sup> The Village does not by this provision, or by any other provision in this Agreement, waive, reduce or in any way limit any governmental immunity (whether absolute, qualified, as to intentional torts or discretionary acts or other immunity) to which it may be entitled, and hereby expressly reaffirms its right to any and all such immunity, notice of injury, notice of claim, and limitation as to damages to the full extent provided by law.

341  
342 4.1. **Engineering and Construction Plans for Future Phases.** The Village and Developer  
343 acknowledge the Engineering and Construction Plans set forth on **Exhibit 3**, and shall  
344 proceed in accordance with said plans and this Agreement with respect to Phases 1 and  
345 2, except as otherwise indicated herein. With respect to future Phases, and following  
346 consultation with Village staff, the Developer shall present plans for the Public  
347 Improvements, which plans shall be prepared under the seal of Developer's Engineer  
348 (the "**Plans**") and shall provide for and include Public Improvements as required by  
349 and in accordance with then-current Village Ordinances.

350  
351 4.2. **Scheduling.** Except with respect to the Phase 1 Stormwater Improvements and the  
352 Phase 2 Public Improvements and grading and sanitary sewer line under the Park  
353 Improvement Plan, which shall commence as set forth in Section 1 above, the  
354 Developer agrees that no work shall be scheduled for construction of the Public  
355 Improvements associated with a future Phase without the Village Engineer's approval  
356 of the anticipated starting date(s) and estimated construction schedule, which approval  
357 shall not be unreasonably withheld, conditioned or delayed. The construction of the  
358 Public Improvements for a particular Phase shall be completed within sixty (60) days  
359 after the estimated completion date(s) set forth in the schedule for the Phase, unless  
360 otherwise extended in writing by the Village provided, however, that Developer shall  
361 not be required to construct Public Improvements associated with a future Phase as a  
362 condition of approval for a current Phase which has been submitted to the Village.  
363

364 4.3. **Commencement.** Except with respect to the Phase 1 Stormwater Improvements and  
365 the Phase 2 Public Improvements and grading and sanitary sewer line under the Park  
366 Improvement Plan, which shall commence as set forth in Section 1 above and in this  
367 Section 4.3, no land disturbance or commencement of work on any Phase shall  
368 commence until final plans and specifications for Public Improvements associated with  
369 a particular Phase, signed by the Developer's engineer, have been submitted to the  
370 Village Engineer as required by then-current Village Ordinances. A starting date will  
371 not be approved until (a) a written statement of "no objection" with respect to the final  
372 plans and specifications for the Public Improvements has been issued by the Village  
373 Engineer based on review for compliance with the Village Ordinances and this  
374 Agreement, and (b) the Letter of Credit or other security required by this Agreement  
375 has been furnished to the Village. The Village acknowledges that it has no objection  
376 to the Plans set forth on **Exhibit 3**. Notwithstanding the foregoing, the Developer  
377 acknowledges that the Letter of Credit or other security required by this Agreement is  
378 required prior to commencement of Phase 1 Stormwater Improvements and Phase 2.

379  
380 4.4. **Costs.** The Developer agrees that the Village shall not be responsible for any costs or  
381 charges related to the construction of the Public Improvements associated with  
382 development of lots and outlots within the Plat, and that the Developer is responsible  
383 for all such costs, except as otherwise expressly provided for in the Agreement.

384  
385 4.5. **Construction Related Activities; Inspection and Certification; Lien Waivers.** The  
386 Village may periodically review construction progress, conduct inspections and/or

387 complete material testing of the Public Improvements and is granted access to the site  
388 for such purposes. The Developer shall have the obligation to provide such on-site  
389 inspection as is necessary to obtain written certification from Developer's Engineer  
390 that the Public Improvements as and when they are completed are in compliance with  
391 the standards and specifications in the Village Ordinances and this Agreement. The  
392 Developer's Engineer's written certification shall be provided to the Village Engineer  
393 before the Village Engineer recommends acceptance of the Public Improvements for a  
394 Phase to the Village Board. In addition, and also prior to recommendation of  
395 acceptance of the Public Improvements, the Developer shall present to the Village valid  
396 lien waivers from all persons providing materials and/or performing work on the Public  
397 Improvements for which certification is sought. The Developer agrees that no  
398 occupancy permits will be issued by the Village for a Phase until the Public  
399 Improvements for that Phase have been recommended for acceptance by the Village  
400 Engineer; and until all outstanding engineering and inspection fees required to be paid  
401 under the Village Ordinances (including engineering and inspection charges of the  
402 Village) have been paid in full, and lien waivers are received by the Village indicating  
403 that the contractors, suppliers and subcontractors have been paid in full for all work  
404 and materials furnished to construct the Public Improvements for a Phase. The  
405 Village's review and acceptance of Public Improvements shall not be unreasonably  
406 withheld, conditioned or delayed and shall be performed and granted in accordance  
407 with the Village Ordinances and this Agreement.

408  
409 **4.6. Maintenance and Repair.** The Developer agrees to provide for maintenance and  
410 repair of all Public Improvements prior to acceptance of same, as set forth herein. The  
411 Village shall promptly provide notice to the Developer whenever the Village Engineer  
412 is not able to recommend acceptance of a Public Improvement, or otherwise determines  
413 that the Public Improvement does not conform to the Village Ordinances or is otherwise  
414 defective. The Developer shall have thirty (30) days from the issuance of such notice  
415 to correct or substantially correct the deficiency provided, however, if the correction  
416 reasonably requires more than thirty (30) days to complete, such longer period as is  
417 reasonably necessary to complete correction, as reasonably determined by the Village  
418 Engineer. It is agreed that the Village shall not declare a default under the Agreement  
419 during the aforesaid thirty (30) day correction period (or longer period as reasonably  
420 required) on account of any such deficiency unless it is clear that the Developer does  
421 not intend to correct the deficiency or unless the Village determines that immediate  
422 action is required in order to remedy a situation which poses an imminent health or  
423 safety threat. During any correction period, the Developer shall maintain the Letter of  
424 Credit or other surety required under this Agreement. If a correction period will extend  
425 beyond ten (10) days prior to expiration of a Letter of Credit or other surety, and the  
426 Developer has not posted a replacement Letter of Credit in amount sufficient to  
427 complete the correction, the Village shall have the absolute right to draw on the Letter  
428 of Credit or other surety during such ten (10) day period.

429  
430 **4.7. Cost Breakdown.** The Developer shall, upon substantial completion of the Public  
431 Improvements, provide to the Village a final cost for all of the costs associated with the

432 construction thereof. Such final cost breakdown shall be in such form and content as  
433 the Village may reasonably require.

434  
435 **5. RESPONSIBILITY FOR PUBLIC IMPROVEMENTS.** Dedications to the public are  
436 considered made by the Developer to the Village when the Plat is signed. However, the  
437 Developer shall continue to have maintenance responsibility for areas dedicated to the  
438 public until the required Public Improvements in those areas have been substantially  
439 completed in accordance with the Village Ordinances and this Agreement, as certified by  
440 the Developer's Engineer, and provided there is a written statement of "no objection" from  
441 the Village Engineer and a release of the surety associated with a particular Public  
442 Improvement. Release of security requires the approval of a resolution by the Village  
443 Board.

444  
445 **6. GUARANTEE OF THE WORK.** The Developer agrees to guarantee and warrant all  
446 Public Improvement work performed under this Agreement for each Phase against defects  
447 in workmanship or materials for a period of *fourteen (14) months from the date of*  
448 *substantial completion* of the Public Improvements for each particular Phase (Public  
449 Improvement work on a subsequent Phase shall not extend the warranty period for Public  
450 Improvements in a prior Phase; the warranty for each Phase shall be calculated separately).  
451 If any defect should appear during the warranty period, the Developer agrees to make  
452 required replacement or repairs of the defective work at the Developer's own expense.  
453 Furthermore, following such notice to and repair by the Developer, the guarantee period  
454 shall be extended for an additional fourteen (14) month period from the date of Developer's  
455 completion of the repair. All guaranties or warranties for materials or workmanship for  
456 Public Improvements given by contractors or subcontractors which extend beyond the  
457 fourteen (14) month warranty period set forth in this Section are hereby assigned by the  
458 Developer to the Village, and confirmation of same shall be provided to the Village  
459 Engineer.

460  
461 **7. COMPLIANCE WITH LAW.** When performing its obligations under this Agreement,  
462 the Developer shall comply with all terms of this Agreement, relevant laws, ordinances,  
463 and regulations in effect, as promulgated by approving authorities. Where the legal  
464 requirements of approving authorities are conflicting, as set forth herein and in applicable  
465 laws, regulations and ordinances, the Developer shall comply with the most restrictive  
466 requirements provided, however, in the event of a conflict among the provisions in this  
467 Agreement and the Village Ordinances with respect to Phase 1 or Phase 2, this Agreement  
468 shall control.

469  
470 **8. FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer shall pay the Village  
471 for all outstanding fees and assessments levied against the lots within a Phase prior to the  
472 start of construction of the Public Improvements within that Phase, as well as all costs  
473 sustained by the Village as set forth in Section 9.

474  
475 **9. DEVELOPER TO REIMBURSE THE VILLAGE FOR COSTS SUSTAINED.** The  
476 Developer shall reimburse the Village for its actual and reasonable costs of design,  
477 inspection, testing, construction, and associated legal and other fees associated with any

478 Public Improvements or other submittal and reviews required in connection with  
479 construction of Phase, as required by the Village's Ordinances. The Developer shall  
480 maintain an escrow with the Village for payment of same, per Village Ordinance. In the  
481 alternative, as determined by the Village Administrator, the Village shall bill the Developer  
482 monthly for expenses incurred by the Village. Bills outstanding for more than thirty (30)  
483 days shall accrue interest at the rate established by Village Ordinances. Notwithstanding  
484 the foregoing, the Village acknowledges that Developer has paid, simultaneous with the  
485 execution of this Agreement, all costs and expenses payable hereunder accrued to the date  
486 of this Agreement and no further costs and expenses are payable for periods prior to the  
487 date of this Agreement.  
488

489 **10. SURETY.**  
490

491 10.1. The Developer agrees to furnish the Village, prior to the commencement of any  
492 Public Improvement work for a particular Phase under this Agreement, with surety  
493 in the form of an irrevocable Letter of Credit<sup>7</sup>, in a form deemed acceptable by the  
494 Village Attorney, in the amount based on the reasonable estimate of the cost to  
495 complete the Public Improvements for a particular Phase, to secure performance of  
496 the Public Improvement work in accordance with this Agreement and the Village  
497 Ordinances. The amount of the Letter of Credit, and any adjustments thereto, shall  
498 require approval by the Village Board. The Letter of Credit shall be payable at  
499 sight to the Village and will bear an expiration date not earlier than twelve (12)  
500 months after the date of delivery to the Village. The Letter of Credit shall include  
501 a provision requiring that the Village be given written notice not less than thirty  
502 (30) days and not more than sixty (60) days prior to the expiration of the letter.  
503 Developer shall provide a new Letter of Credit satisfactory to the Village not less  
504 than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to  
505 cover the balance of any Public Improvement work to be performed by Developer  
506 for a particular Phase and any sum reasonably required to secure the warranty of  
507 work required by this Agreement to the extent security for warranty work is  
508 required under the Village Ordinances or this Agreement. The Letters of Credit  
509 will be payable to the Village at any time upon presentation of: (i) a sight draft on  
510 the issuing Bank in the amount to which the Village is entitled to draw pursuant to  
511 the terms of this Agreement; (ii) an affidavit executed by an authorized Village  
512 official stating that the Developer is in default under this Agreement (beyond  
513 applicable notice and cure periods); and (iii) the original of the Letter of Credit.  
514

515 10.2. As work progresses on installation of Public Improvements constructed for a  
516 particular Phase as part of this Agreement, the Village Engineer, upon written  
517 request from the Developer from time to time, is authorized to recommend a  
518 reduction in the amount of surety as hereinafter provided. When portions of

---

<sup>7</sup> If the Developer prefers to provide a form of security other than a letter of credit, the Developer must contact the Village Attorney prior to executing this Development Agreement or an amendment for a future Phase, so that appropriate language can be incorporated in the Development Agreement. Please see Wis. Stat. § 236.13 for additional details. The language for letters of credit is in the template because it is the most common form of security provided by Developers in the Village.

519 construction of Public Improvements for a particular Phase are substantially  
520 completed by the Developer, the Village Engineer is authorized, upon submission  
521 of lien waivers by the Developer's contractors, to recommend reduction in the  
522 amount of surety. Any reduction shall require approval by resolution of the Village  
523 Board.

524  
525 10.3. Upon acceptance by the Village of the Public Improvements, as approved by  
526 resolution of the Village Board, the Village agrees to reduce the surety to an amount  
527 which does not exceed ten percent (10%) of the cost of the Public Improvements,  
528 as estimated by the Village Engineer, to secure performance of the guarantee  
529 described in this Agreement.

530  
531 10.4. Developer agrees to provide written notice of the expiration of any Letter of Credit  
532 (or replacement Letter of Credit) provided for herein not less than thirty (30) days  
533 nor more than sixty (60) days prior to its expiration, by sending notice to the  
534 following address:

535  
536 Village Clerk  
537 Village of Windsor  
538 4084 Mueller Road  
539 DeForest, WI 53532  
540

541  
542 **11. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT**  
543 **AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL**  
544 **DOCUMENTS.**  
545

546 11.1. **Declaration of Covenants, Conditions and Restrictions.** Prior to  
547 commencement of construction of Public Improvements under this Agreement for  
548 a particular Phase, Developer shall submit the Declaration of Covenants,  
549 Conditions and Restrictions to the Village Attorney and Village Board for review  
550 and approval as to conformity with the Village Subdivision Ordinance and any  
551 conditions of approval. The Covenants, Conditions and Restrictions shall contain  
552 provisions that provide for site plan and architectural review procedures for all Lots  
553 to ensure that the represented quality of the Public Improvements is maintained.  
554 The Village and Developer acknowledge that a satisfactory form of covenants,  
555 conditions and restrictions have been previously agreed upon in the Covenants,  
556 Conditions and Restrictions for Lots 4-269 and 271-368 were recorded in the Dane  
557 County Register of Deeds office on December 17, 2015 as Document # 5204222.  
558 The Village and Developer agree that, if the Covered Bridge project proceeds on  
559 Lots 1, 2 and 3, revised Covenants, Conditions and Restrictions will need to be  
560 negotiated and recorded, and Lot 270 will need to be subdivided and rezoned for  
561 residential use. (The parties agree that the recorded Covenants, Conditions and  
562 Restrictions referenced above would need to be amended to incorporate the  
563 residential lots created by the subdivision of Lot 270.)  
564

- 565 11.2. **Stormwater Management and Maintenance Agreement.** The Village and  
566 Developer acknowledge that a satisfactory *Declaration of Restrictions and*  
567 *Maintenance Requirements for Stormwater Management Measures and Waiver of*  
568 *Right to Contest Special Assessments and Charges* was recorded in the Dane  
569 County Register of Deeds office on December 17, 2015 as Document # 5204220.  
570
- 571 11.3. **Path Management and Maintenance Agreement.** The Village and Developer  
572 acknowledge that a satisfactory agreement entitled *Requirements for Path*  
573 *Maintenance and Waiver of Right to Contest Special Assessments and Charges* was  
574 recorded in the Dane County Register of Deeds office on December 17, 2015 as  
575 Document # 5204221.  
576  
577
- 578 12. **SURVEY MONUMENTS.** Developer agrees to install all survey monuments for the  
579 final Plat in the manner required by law and Village Ordinance, except that pursuant to  
580 the provisions of Wis. Stat. § 236.15(1)(h), Developer shall have a period of up to five (5)  
581 years after the date of execution of this Agreement by all parties, or the start of  
582 construction of the final Phase of the Development, whichever comes first, within which  
583 to complete installation of all required monuments in the entire Development as required  
584 by law and Village Ordinance. Notwithstanding the foregoing, Developer agrees to  
585 complete all such survey work for each Phase of the Plat by the time of completion of  
586 Public Improvements for such phase of the Plat.  
587
- 588 13. **PARKLAND DEDICATION OR FEE IN LIEU OF DEDICATION.** The Village and  
589 Developer agree that, per the Plat dated June 3, 2015, Developer dedicated 28.9 acres of  
590 parkland, leaving a parkland deficiency of 30.7 acres. Marshes, wetlands, drainageways,  
591 detention facilities and buffer areas (that is, Outlots 1, 3, 4 & 7) do not count toward the  
592 Village's parkland dedication requirements. (*See* calculations in Exhibit 5 of the Original  
593 DA.) As of August 1, 2018, Developer has paid \$424,646.82 as fees in lieu of dedication.  
594 Developer has a continuing responsibility to satisfy all requirements of Village Ordinances  
595 and this Agreement with regard to the dedication of parklands and/or the payment of fees  
596 in lieu of dedication of parklands for the construction of additional residential units in  
597 subsequent Phases. The Village and Developer agree that adjustments in the assumptions  
598 used in Exhibit 5 of the Original DA will result in adjustments to the amounts due and  
599 owing for the fees in lieu of dedication. Fees due shall be based on the rates in effect on  
600 the date of payment under the Village Ordinances. In no event shall Developer be required  
601 to dedicate or pay more fees in lieu of parkland dedication than those required by the  
602 Village Ordinances in effect when a particular Phase is approved. The Developer  
603 acknowledges that, if the number of units in a particular Phase differs from the number of  
604 units in that portion of the Plat when the Plat was approved, additional fees in lieu of  
605 parkland dedication will be due.  
606
- 607 14. **FEE FOR INITIAL IMPROVEMENTS TO PARKLAND PER WIS. STAT.**  
608 **§ 236.45(6) and §66.01617(6)(g).** Developer has a continuing responsibility to satisfy all  
609 requirements of Village Ordinance and State law with regard to the payment of fees for  
610 initial improvements to parkland within the Plat. Developer has paid for Phase 1 (50 single

611 family residential lots at \$1108.89 per lot for a total of \$55,444.50). The Village and  
612 Developer agree that future payments, including those for this Phase 2, shall be due upon  
613 obtaining approvals for a Phase in accordance with this Agreement and Village Ordinances,  
614 based on the rates in effect on the date paid, payable in accordance with Wis. Stat.  
615 §66.01617(6)(g). The Village acknowledges and agrees that the park improvement fees  
616 previously paid and to be paid for future Phases by Developer in connection with the Plat  
617 shall be allocated by the Village for use only in connection with the construction of the  
618 Windsor Community Park (including repayment of the Village's borrowing for  
619 construction of the Windsor Community Park) and the other parks located and to be  
620 constructed within the Plat, as determined by the Village in its reasonable discretion and in  
621 consultation with Developer.

622  
623 15. **NOTICE OF SPECIAL ASSESSMENTS AND IMPACT FEES TO THIRD PARTY**  
624 **PURCHASERS.** Developer shall provide notice to all buyers of lots within the Plat of  
625 existing impact fees and special assessments associated with the lots, if any, that will be  
626 due and owing prior to Village issuance of a building permit. The Village and Developer  
627 agree that, as of the effective date of this Agreement, the special assessments, impact fees  
628 and fees for initial improvements to parkland (described in Section 14 above) for a lot in  
629 Phase 2 are as set forth in **Exhibit 4**, attached hereto and incorporated by reference. The  
630 Developer acknowledges same and waives any right that may exist to contest such fees as  
631 to Phase 2 except with respect to mathematical or clerical errors.

632  
633 16. **GENERAL CONDITIONS.**

634  
635 16.1. **No Vested Rights Granted.** Except as provided by law, or as expressly provided  
636 in this Agreement, no vested right in connection with this Plat shall inure to the  
637 Developer. The Village does not warrant or represent by this Agreement that the  
638 Developer is entitled to any other required approvals.

639  
640 16.2. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or  
641 constitute a waiver of any other provision, nor shall it be deemed or constitute a  
642 continuing waiver unless expressly provided for by a written amendment to this  
643 Agreement signed by both Village and Developer; nor shall the waiver of any  
644 default under this Agreement be deemed a waiver of any subsequent default or  
645 defaults of the same type. The Village's failure to exercise any right under this  
646 Agreement shall not constitute the approval of any wrongful act by the Developer  
647 or the acceptance of any Improvement.

648  
649 16.3. **Village Rights Retained.** The Village does not hereby waive, and expressly  
650 retains, its right to governmental immunity and other defenses that may be available  
651 to the Village. The obligations set forth herein are not intended to, and shall not be  
652 interpreted to, limit the Village's insurance coverage or other similar protections.  
653 To the extent not expressly contracted in this Agreement, the Village retains and  
654 expressly reserves its legislative discretion.

655  
656 16.4. **Amendment/Modification.** This Agreement may be amended or modified only



657 by a written amendment approved and executed by the Village and the Developer.

658  
659 16.5. **Default.** A default is defined herein as a party's breach of, or failure to comply  
660 with, the terms of this Agreement. In the event of either party's breach or default  
661 under this Agreement, the other party shall provide notice and the  
662 breaching/defaulting party shall have a reasonable period of time to cure the breach  
663 or default, as set forth in the notice. The parties shall each have all remedies  
664 available at law or equity as necessary to cure any default. The Village also reserves  
665 to itself the right to draw on a Letter of Credit or other surety as expressly provided  
666 hereunder, in addition to pursuing any other available remedies. The rights and  
667 remedies of the parties shall be cumulative, and the exercise of one shall not  
668 preclude the exercise of others.

669  
670 16.6. **Entire Agreement.** This written Agreement, and written amendments, and any  
671 referenced attachments thereto, shall constitute the entire Agreement between the  
672 Developer and the Village.

673  
674  
675 16.7. **Time.** For the purpose of computing the commencement, abandonment and  
676 completion periods, and time periods for Village or Developer action, such times  
677 in which war, civil disasters, acts of God, or extreme weather conditions occur or  
678 exist shall not be included if such times prevent the Developer or Village from  
679 performing their/its obligations under the Agreement.

680  
681 16.8. **Severability.** If any part, term or provision of this Agreement is held by the courts  
682 to be illegal or otherwise unenforceable, such illegality or unenforceability shall  
683 not affect the validity of any other part, term or provision, and the rights of the  
684 parties will be construed as if the part, term or provision was never part of the  
685 Agreement.

686  
687 16.9. **Benefits.** The benefits and burdens of this Agreement shall be binding upon and  
688 inure to the parties, and their successors and assigns, and run with title to all lots in  
689 the Plat (except those previously conveyed to third-party owners of lots within  
690 Phase 1), subject to the following limitations: (a) Developer may sell, transfer or  
691 convey any portion of the Plat which it owns so long as the portion conveyed  
692 corresponds with a Phase shown on the Phasing Plan and the successor owner  
693 assumes all obligations of Developer under this Agreement with respect to the  
694 applicable Phase, and (b) the Developer shall provide notice of any such sale,  
695 transfer or conveyance to the Village along with a written assumption of all  
696 obligations of Developer under this Agreement with respect to the particular Phase,  
697 including successor developer's contact information, all in recordable form. The  
698 Village shall record the assumption at the successor developer's cost.

699  
700 16.10. **Notice.** Any notice required or permitted by this Agreement shall be deemed  
701 effective when personally delivered in writing or three (3) days after notice is  
702 deposited with the U.S. Postal Service, postage prepaid, either certified mail and

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return receipt requested or as set forth in an Affidavit of Mailing, and addressed as follows:

If to Developer: Bear Tree Farms, Inc.  
Attn: Dwight E. Ziegler  
370 Campbell Hill Court  
DeForest, WI 53532

If to Village: Village of Windsor  
Attn: Village Clerk  
4084 Mueller Road  
DeForest, WI 53532

16.11. **Recordation.** The Village may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office. All costs of recording shall be paid by the Developer.

16.12. **Effective Date.** When executed by both parties, this Agreement shall have an effective date of August 16, 2018.

16.13. **Exhibits.** The following Exhibits attached hereto are incorporated by reference:  
Exhibit 1 – Affected Lots  
Exhibit 2 – Phasing Plan  
Exhibit 3 – Special Provisions  
Exhibit 4 – Phase 2 Special Assessments, Impact Fees and Parkland Improvement Fees

***SIGNATURES ON FOLLOWING 4 PAGES***

733  
734  
735 Executed in Dane County, Wisconsin, on this 20<sup>th</sup> day of August, 2018, to be  
736 effective as of August 16, 2018.

737  
738  
739 **VILLAGE OF WINDSOR**

740  
741  
742 By: Robert E. Wipperfurth  
743 Robert E. Wipperfurth, Village President

744  
745  
746 Attest: Christine Capstran  
747 Christine Capstran, Village Clerk

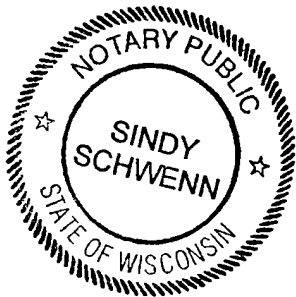
748  
749  
750 **ACKNOWLEDGMENT**

751  
752 STATE OF WISCONSIN )  
753 ) ss.  
754 COUNTY OF DANE )

755  
756 Personally came before me this 20 day of August, 2018, the above-named  
757 Robert E. Wipperfurth and Christine Capstran, President and Clerk of the Village of Windsor,  
758 respectively, to me known to be the persons and officers who executed the foregoing instrument  
759 and acknowledged the same as such officers by the Village's authority.

760  
761 [Signature]

762  
763 Notary Public, State of Wisconsin  
764 My Commission Expires: 3-8-22



766 Executed in Dane County, Wisconsin, on this 16<sup>th</sup> day of August, 2018, to be effective  
767 as of August 16, 2018.

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**DEVELOPER AND OWNER**

Bear Tree Farms, Inc.

Steven D. Pederson

By: Steven D. Pederson, President

Dwight E. Ziegler

By: Dwight E. Ziegler, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 16<sup>th</sup> day of Aug, 2018, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Bear Tree Farms, Inc.

Angie Black

Notary Public, State of Wisconsin  
My Commission Expires: is permat

***This instrument drafted by:***  
Constance L. Anderson, for the Village  
Angie Black, for the Developer

INDEMNIFICATION

BY SIGNING HEREUNDER, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Village of Windsor, as follows: (1) Statz Bros., Inc. owns a portion of the Property in the Plat; (2) the Statz Property is subject to a binding purchase agreement with Bear Tree Farms, Inc.; and, (3) Statz Bros., Inc. has consented to the recording of this Agreement, all as an encumbrance against the Statz Property. Furthermore, by signing hereunder, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, shall and hereby do personally and fully indemnify the Village from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred to the extent related to the untruth of the foregoing representations and warranties. This personal obligation is being entered in the interest of marriage and family and shall not be assigned or released without the express approval and written consent of the Village of Windsor.

Executed in Dane County, Wisconsin, on this 16<sup>th</sup> day of August, 2018.

Steven D. Pederson  
Steven D. Pederson, Individually

Dwight E. Ziegler  
Dwight E. Ziegler, Individually

ACKNOWLEDGMENT

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

Personally came before me this 16<sup>th</sup> day of August, 2018, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Angela Bladt  
Notary Public, State of Wisconsin  
My Commission: 15 permanent

**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any of its mortgages on the Property to the terms and provisions of this Development Agreement, this 15th day of August, 2018.

WISCONSIN RIVER BANK

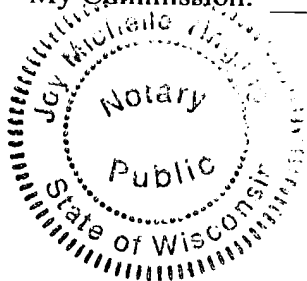
By: Richard T. Arneson  
Richard T. Arneson, President

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF SAUK                    )

On this 15<sup>th</sup> day of August, 2018, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

Joy Michelle Gagliardi

Notary Public, State of Wisconsin  
My Commission: 1-17-22



**EXHIBIT 1**  
**AFFECTED LOTS**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>
1	0910-283-0001-1	80	0910-332-0270-1	134	0910-331-2564-1
2	0910-283-0012-1	81	0910-332-0281-1	135	0910-331-2575-1
3	0910-283-0023-1	82	0910-332-0292-1	136	0910-331-2586-1
4	0910-283-0034-1	83	0910-331-2003-1	137	0910-331-2597-1
5	0910-283-0045-1	84	0910-331-2014-1	138	0910-331-2608-1
6	0910-283-0056-1	85	0910-331-2025-1	139	0910-331-2619-1
7	0910-283-0067-1	86	0910-331-2036-1	140	0910-331-2630-1
8	0910-283-0078-1	87	0910-331-2047-1	141	0910-331-2641-1
9	0910-283-0089-1	88	0910-331-2058-1	142	0910-331-4002-1
10	0910-283-0100-1	89	0910-331-2069-1	143	0910-331-4013-1
11	0910-283-0111-1	90	0910-331-2080-1	144	0910-331-4024-1
12	0910-283-0122-1	91	0910-331-2091-1	145	0910-331-4035-1
13	0910-283-0133-1	92	0910-331-2102-1	146	0910-331-2666-1
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15	0910-283-6015-1	94	0910-331-2124-1	148	0910-331-2688-1
16	0910-283-6026-1	95	0910-331-2135-1	149	0910-331-2699-1
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25	0910-283-6125-1	104	0910-331-2234-1	158	0910-331-2798-1
26	0910-283-6136-1	105	0910-331-2245-1	159	0910-331-2809-1
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57	0910-284-4137-1	126	0910-331-2476-1	180	0910-284-2060-1
58	0910-284-4148-1	127	0910-331-2487-1	181	0910-284-2071-1
59	0910-284-4159-1	128	0910-331-2498-1	182	0910-284-2082-1
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62	0910-283-6302-1	131	0910-331-2531-1	185	0910-284-2115-1
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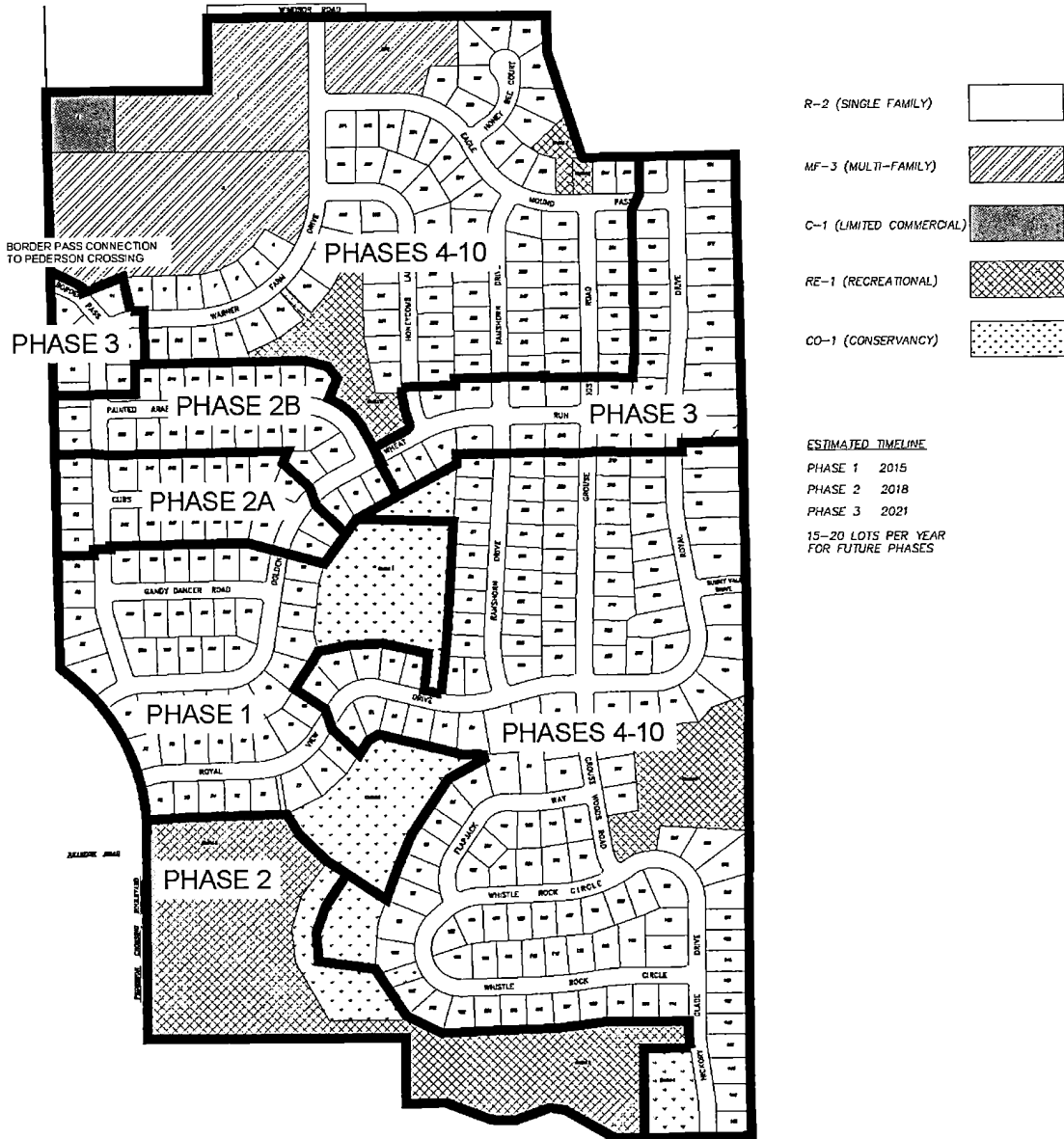
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190	0910-284-2170-1	248	0910-284-2278-1	306	0910-283-0286-1
191	0910-284-2181-1	249	0910-284-2289-1	307	0910-283-0297-1
192	0910-284-2192-1	250	0910-284-2300-1	308	0910-283-0308-1
193	0910-284-2203-1	251	0910-284-2311-1	309	0910-283-0319-1
194	0910-284-4334-1	252	0910-284-2322-1	310	0910-283-0330-1
195	0910-284-4345-1	253	0910-284-2333-1	311	0910-283-0341-1
196	0910-284-4356-1	254	0910-284-2344-1	312	0910-283-0352-1
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216	0910-284-4576-1	274	0910-284-2544-1	332	0910-283-6542-1
217	0910-284-4587-1	275	0910-284-2555-1	333	0910-283-6553-1
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220	0910-284-4620-1	278	0910-284-2588-1	336	0910-283-6586-1
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231	0910-284-4741-1	289	0910-284-4929-1	347	0910-283-6707-1
232	0910-284-4752-1	290	0910-284-2670-1	348	0910-283-6718-1
233	0910-284-4763-1	291	0910-284-2681-1	349	0910-283-6729-1
234	0910-284-4774-1	292	0910-284-2692-1	350	0910-283-6740-1
235	0910-284-4785-1	293	0910-284-2703-1	351	0910-283-6751-1
236	0910-284-4796-1	294	0910-284-2714-1	364	0910-283-6894-1
237	0910-284-4807-1	295	0910-284-2725-1	365	0910-283-6905-1
238	0910-284-4818-1	296	0910-283-0196-1	366	0910-283-6916-1
239	0910-284-4829-1	297	0910-283-0207-1	367	0910-283-6927-1
240	0910-284-4840-1	298	0910-283-0218-1		
241	0910-284-4851-1	299	0910-283-6339-1		
242	0910-284-4862-1	300	0910-283-6350-1		
243	0910-284-2223-1	301	0910-283-0231-1		
244	0910-284-2234-1	302	0910-283-0242-1		
245	0910-284-2245-1	303	0910-283-0253-1		



<b>Outlot Number</b>	<b>Parcel Number</b>
1	0910-284-4975-1
2	0910-332-0325-1
3	0910-332-0350-1
4	0910-331-4075-1
5	0910-331-2875-1
6	0910-284-2775-1
7	0910-284-2800-1
8	0910-283-0425-1

<b>Lot Number (Conveyed to 3<sup>rd</sup> Party)</b>	<b>Parcel Number</b>
29	0910-332-0029-1
30	0910-332-0040-1
31	0910-332-0051-1
32	0910-332-0062-1
33	0910-332-0073-1
34	0910-283-6154-1
35	0910-283-6165-1
36	0910-283-6176-1
37	0910-283-6187-1
38	0910-283-6198-1
64	0910-332-0094-1
65	0910-332-0105-1
66	0910-332-0116-1
67	0910-332-0127-1
68	0910-332-0138-1
69	0910-332-0149-1
70	0910-332-0160-1
72	0910-332-0182-1
73	0910-332-0193-1
74	0910-332-0204-1
75	0910-332-0215-1
76	0910-332-0226-1
77	0910-332-0237-1
78	0910-332-0248-1
79	0910-332-0259-1
352	0910-283-6762-1
353	0910-283-6773-1
354	0910-283-6784-1
355	0910-283-6795-1
356	0910-283-6806-1
357	0910-283-6717-1
359	0910-283-6839-1
360	0910-283-6850-1
361	0910-283-6861-1
362	0910-283-6872-1
363	0910-283-6883-1
368	0910-283-6938-1

## EXHIBIT 2 PHASING PLAN



P:\PROJECTS\2016\116-0177-30\_Bear\_Tree\_Farms\Design\Phase\_2\_Design\116-0177-30\_Phasing\_2018-08-09 - CRAY.dwg

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.  
Authorized by:

*JAK*



BEAR TREE FARMS  
PHASING PLAN  
8/8/18

PHASING SUBJECT TO CHANGE  
BASED ON MARKET CONDITIONS

EXHIBIT 2

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

**Overall:**

**PLANS:** The Village Engineer has no objection to the final OVERALL plans presented by the Developer's Engineer, which plans are dated and marked as follows:

- Bear Tree Farms Preliminary Engineering Plans, dated April 2014, prepared by Vierbicher Associates, Inc.
- Stormwater Management Plan for Bear Tree Farms first prepared by Vierbicher Associates, Inc. on April 30, 2014, and revised on July 9, 2018, for Project #130264—Task 7. (Village Engineer has no objection as to calculations, and provided that stormwater management facilities are constructed on a Phase-by-Phase basis concurrent with related Public Improvements.)

**For a Particular Phase:**

**PLANS:** The Village Engineer has no objection to the final plans for Phases 1 and 2, Outlot 3 sanitary sewer extension, and the Community Park presented by the Developer's Engineers and the Village's consulting engineer (as to the park), which plans are dated and marked as follows:

- Phase 1 Bear Tree Farms Construction Plans, dated July 10, 2015 prepared by Vierbicher Associates, Inc.
- Phase 2 Bear Tree Farms Construction Plans, dated July 23, 2018 prepared by Snyder & Associates Inc.
- Bear Tree Farms Outlot 3 Sanitary Sewer Extension & Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher Associates, Inc.
- Windsor Bear Tree Park Improvements and Shelters, dated May 9, 2018 prepared by Dimension IV/D'Onofrio Kottke and Associates Inc.

**EXHIBIT 4**  
**PHASE 2 SPECIAL ASSESSMENTS, IMPACT FEES AND PARKLAND**  
**IMPROVEMENT FEES**

**Fees for Initial Improvement of Parkland (2018)**

Development Phase	Number of Units	Cost per Unit	Total
Phase 2A	20	\$1,177.59	\$23,551.80
Phase 2B	24	\$1,177.59	\$28,262.16

**Fees Due at Time Building Permit Issued (2018)**

Development Review	Fee
Design Review	\$150.00
Erosion Control	\$100.00
Inspection	<i>(Varies)</i>
Address Assignment	\$40.00
Plan Review	\$50.00
Refuse/Recycling	<i>(Varies)</i>
Wisconsin Permit Seal	\$40.00
Zoning Permit	<i>(Varies)</i>
Public Safety Residential	\$355.00
Traffic Impact Fee (West)	\$891.74
Water Impact Fee	\$3,000.00
Sewer Connection Fee	\$600.00
Unmetered Water Fee	<i>(Varies)</i>

**Special Assessment<sup>1</sup> (as of August 16<sup>th</sup>, 2018)**

Lot	Cost per Lot	Total
100 (Example)	\$4,299.85	\$4,299.85

<sup>1</sup> Details of the Special Assessment are as described in the Development Agreement dated September 25, 2015 By and Between Windsor Sanitary District No. 1 (the "District", a town sanitary district, having offices located at 6716 Park Street, Windsor, Wisconsin 53598-0473, Bear Tree Farms, Inc., a Wisconsin corporation (the "Developer") having offices located at 370 Campbell Hill Court, DeForest, WI 53532; and PC Farm Holdings II, LLC, a Wisconsin limited liability company (the "Vendor"), having offices located at 370 Campbell Hill Court, DeForest, WI 53532.

**BY-LAWS  
BEAR TREE FARMS HOMEOWNERS  
ASSOCIATION, INC.**



8 9 4 0 8 8 2  
Tx:8720788

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5207848**

**01/07/2016 8:16 AM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 15**

**Return to:**

Michael J. Lawton

Boardman & Clark

1 S. Pinckney Street – Suite 410

P.O. Box 910

Madison, WI 53701

---

**Parcel Identification Number (PIN)**

**See Attached**

**BY-LAWS**  
**BEAR TREE FARMS HOMEOWNERS**  
**ASSOCIATION, INC.**

**ARTICLE 1--Name and Location**

The name of the corporation is Bear Tree Farms Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall initially be located at 4052 State Highway 19, DeForest, Wisconsin 53532, but meetings of Members and Directors may be held at other places within Dane County, Wisconsin.

**ARTICLE 2--Definitions**

For purposes of these By-Laws, the following terms shall be defined in the following manner:

2.1. "Association" shall mean and refer to the Bear Tree Farms Homeowners Association, Inc.

2.2. "Board" shall mean and refer to the Board of Directors of the Association.

2.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Lots 4-269 and 271-368 (The Detached, Single Family Lots) of the Plat of Bear Tree Farms, Town of Windsor (now Village of Windsor), Dane County, Wisconsin, and all amendments thereto.

2.4. "Declarant" and "Developer" shall be used interchangeably to refer to Bear Tree Farms, Inc., a Wisconsin corporation, and its successors and assigns.

2.5. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, as defined in the Articles of Incorporation of the Association.

2.7. "Property" shall mean and include the following described real estate: All lots (excluding outlots) located in the Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin.

### **ARTICLE 3--Meeting of Members**

3.1. Annual Meetings. The annual meeting of Members shall be held on the first Wednesday of May of each year. At the annual meeting, the Members shall, except to the extent of Declarant Control as hereinafter set forth, elect directors.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association, or upon written request of the Members who are entitled to vote one-third (1/3) of all votes of the Association.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least thirty (30) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence at the meeting of one-fourth (1/4) of the Members entitled to cast, or proxies entitled to cast, votes shall constitute a quorum for any action of the membership and the vote of a majority of the Members present at such meeting shall constitute the act of the membership, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member shall vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon termination of membership status.

### **ARTICLE 4--Board of Directors**

4.1. Number. The affairs of the Association shall be managed by a Board of four (4) Directors, who need not be Members of the Association.

4.2. Term of Office. Each Director shall serve for a term of one year, and thereafter until his successor has been duly elected.

4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association if Declarant Control under

Article 6 hereof is not in effect. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, subject to Declarant Control under Article 6 hereof.

4.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

### **ARTICLE 5--Meeting of Directors**

5.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. One such regular meeting shall occur on the first Wednesday of May, annually, immediately following the annual meeting of the Members.

5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any Director, after not less than three days' notice to each Director.

5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

### **ARTICLE 6--Rights of Declarant**

6.1. Declarant Control. Notwithstanding anything else herein contained, the Declarant shall have the exclusive right to appoint and remove at any time, without a meeting of the Members of the Board of Directors and without notice, all Members of the Board of Directors until the earlier of (a) the conveyance or dedication by Declarant of all of the real estate (exclusive of outlots) owned by Developer now or hereafter within the Plat of Bear Tree Farms, Village of Windsor (formerly Town of Windsor), Dane County, Wisconsin, or (b) the written release by the Declarant of Declarant Control and the filing of such release with the Secretary of the Association, whichever occurs earlier. Such release



may be given by the Declarant at any time (a) after a period of ten (10) years from the date of recording of the final Plat of Bear Tree Farms, or (b) after seventy-five (75%) percent of the lots (other than outlots) within the Plat of Bear Tree Farms have been sold, whichever occurs first. Within thirty (30) days following occurrence of the event terminating Declarant Control, a special meeting of Members shall be held for the purpose of electing new Directors, and the elected Directors shall take office immediately upon election. Declarant Control shall thereupon cease.

### **ARTICLE 7--Powers and Duties of the Board of Directors**

7.1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and property of the Association, including recreational and conservation facilities, if constructed or developed by Declarant, the Association or any other person.

(b) Suspend the voting rights and any and all other rights and privileges of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in and delegated to the Association and not reserved to the membership by other provisions of the By-Laws, Articles of Incorporation or Declaration.

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board.

(e) Employ independent contractors or such employees as they deem necessary, and prescribe their duties.

7.2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) At its regular meeting held in December, annually, determine an annual budget and make the assessments authorized by the Declaration for the ensuing year.

(ii) Following the regular meeting held in December, annually send written notice of each assessment to every Owner subject thereto.

(iii) Take appropriate measures to collect assessments which are not paid in a timely fashion.

(iv) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(v) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(vi) Cause the common areas, including any recreational or conservation facilities, stormwater management areas, decorative and ornamental lighting, if constructed by Declarant, the Association or any other person, and the Plat entrance sign, to be managed and maintained.

(vii) Elect the Members of the Architectural Control Committee as provided in the Declaration.

### **ARTICLE 8--Officers and Their Duties**

8.1. Enumeration of Officers. The officers of this Association shall be a president, vice president, secretary and treasurer, and such other officers as the Board may from time-to-time by resolution create.

8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3. Term. The officers of the Association shall be elected annually by the Board and shall hold office for one year and thereafter until his successor is appointed, unless such officer shall sooner resign, or shall be removed or otherwise be disqualified to serve.

8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time-to-time, determine.

8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7. Multiple Offices. One person may hold more than one office in the Association, provided that the president and executive vice president, and the president and secretary shall at all times be separate individuals.

8.8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Members, shall see that orders and resolutions of the Board are carried out, and shall sign all written instruments.

(b) Executive Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by

resolution of the Board, keep proper books of account, and shall prepare an annual budget, and a statement of income and expenditures to be presented to the Board at its first meeting of each year.

#### **ARTICLE 9--Books and Records**

The books, papers and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE 10--Assessments**

As more fully provided in the Declaration, or any future declaration applicable to lots within the Plat of Bear Tree Farms and providing for membership in the Association, each Owner is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessment which is not paid within sixty (60) days from the date of levy shall be delinquent. Delinquent assessments shall become liens and bear interest as provided in the Declaration or in any future declaration providing for membership in the Association for any lots within the plat of Bear Tree Farms. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose against the Owner's lot(s) as to which a lien has attached, and interest, costs and reasonable attorney fees of such action shall be added to the amount of such assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same.

#### **ARTICLE 11--Corporate Seal**

The Association shall have no corporate seal.

#### **ARTICLE 12--Amendments**

12.1. These By-Laws shall be amended at a regular or special meeting of the Board of Directors or of the Members. Notwithstanding the foregoing, the voting rights of the Members are denied until such time as Declarant Control (as defined in Section 6.1 of these By-Laws) has expired or been terminated.

12.2. In the case of conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration

and these By-Laws, the Declaration shall control. In the event of any future declaration providing for membership in the Association for any lots in the plat of Bear Tree Farms, the Declaration defined above, along with the Articles and these By-Laws shall control.

**ARTICLE 13--Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and shall end on the last day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, we, being the officers of Bear Tree Farms Homeowners Association, Inc. have hereunto set our hands this 4<sup>th</sup> day of January, 2016.

BEAR TREE FARMS, INC.

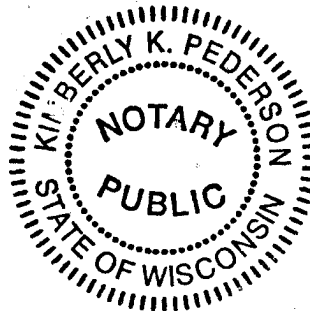
By: Steven D. Pederson  
Steven D. Pederson, President

By: Dwight E. Ziegler  
Dwight E. Ziegler, Executive Vice President and Secretary

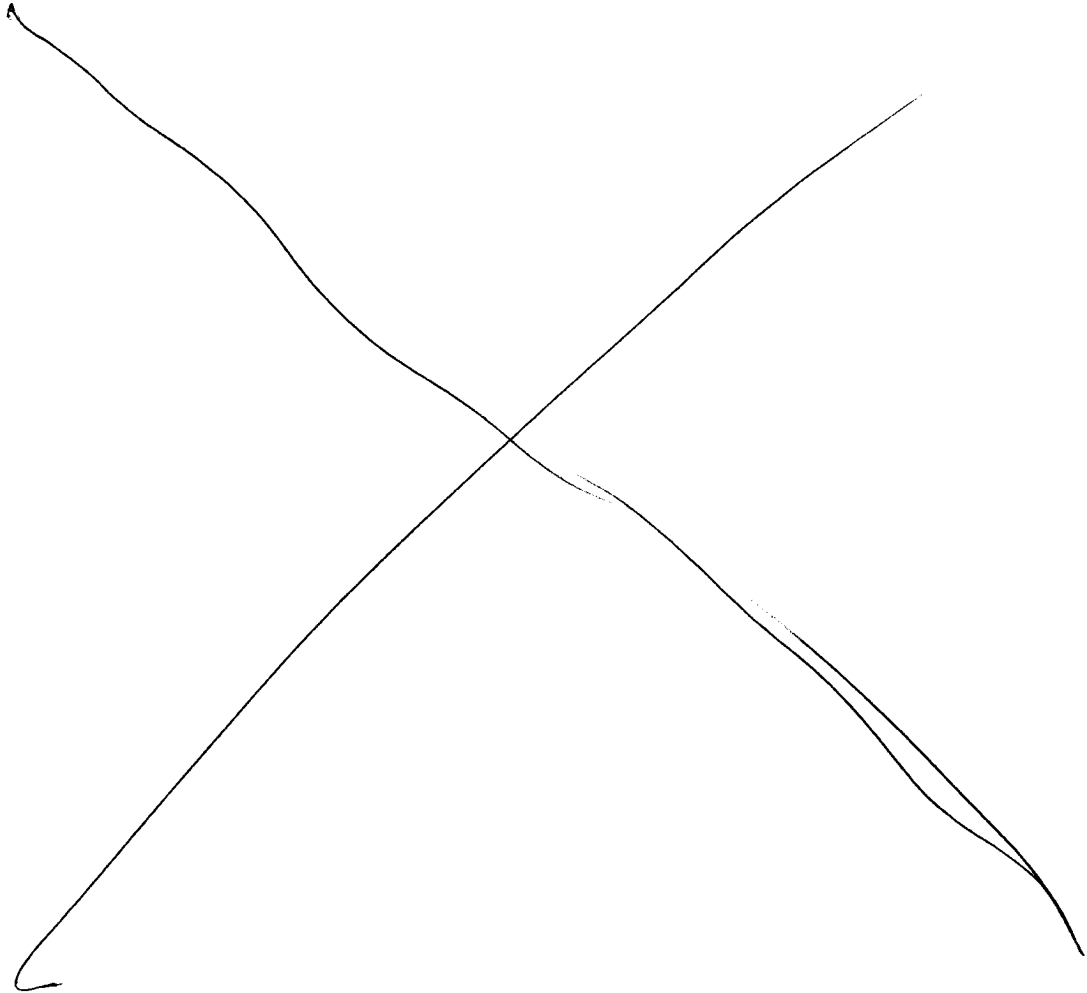
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 4<sup>th</sup> day of January, 2016, before me, a Notary Public, personally appeared Steven D. Pederson and Dwight E. Ziegler, to me known, who being by me duly sworn, did depose and say that they are officers of Bear Tree Farms Homeowners Association, Inc., and that they are authorized to execute said document on behalf of such corporation.

Kimberly K Pederson  
Dane County  
Notary Public, State of Wisconsin  
My Commission expires: 03/20/2018



*This instrument drafted by  
and to be returned to:  
Michael J. Lawton  
P.O. Box 927  
Madison, WI 53701-0927*



Plat of Bear Tree Farms,  
 Located in the Town of Windsor,  
 Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 1	0910-283-0001-1	Lot 41	0910-283-6231-1
Lot 2	0910-283-0012-1	Lot 42	0910-283-6242-1
Lot 3	0910-283-0023-1	Lot 43	0910-283-6253-1
Lot 4	0910-283-0034-1	Lot 44	0910-283-6264-1
Lot 5	0910-283-0045-1	Lot 45	0910-284-4005-1
Lot 6	0910-283-0056-1	Lot 46	0910-284-4016-1
Lot 7	0910-283-0067-1	Lot 47	0910-284-4027-1
Lot 8	0910-283-0078-1	Lot 48	0910-284-4038-1
Lot 9	0910-283-0089-1	Lot 49	0910-284-4049-1
Lot 10	0910-283-0100-1	Lot 50	0910-284-4060-1
Lot 11	0910-283-0111-1	Lot 51	0910-284-4071-1
Lot 12	0910-283-0122-1	Lot 52	0910-284-4082-1
Lot 13	0910-283-0133-1	Lot 53	0910-284-4093-1
Lot 14	0910-283-6004-1	Lot 54	0910-284-4104-1
Lot 15	0910-283-6015-1	Lot 55	0910-284-4115-1
Lot 16	0910-283-6026-1	Lot 56	0910-284-4126-1
Lot 17	0910-283-6037-1	Lot 57	0910-284-4137-1
Lot 18	0910-283-6048-1	Lot 58	0910-284-4148-1
Lot 19	0910-283-6059-1	Lot 59	0910-284-4159-1
Lot 20	0910-283-6070-1	Lot 60	0910-283-6280-1
Lot 21	0910-283-6081-1	Lot 61	0910-283-6291-1
Lot 22	0910-283-6092-1	Lot 62	0910-283-6302-1
Lot 23	0910-283-6103-1	Lot 63	0910-283-6313-1
Lot 24	0910-283-6114-1	Lot 64	0910-332-0094-1
Lot 25	0910-283-6125-1	Lot 65	0910-332-0105-1
Lot 26	0910-283-6136-1	Lot 66	0910-332-0116-1
Lot 27	0910-332-0007-1	Lot 67	0910-332-0127-1
Lot 28	0910-332-0018-1	Lot 68	0910-332-0138-1
Lot 29	0910-332-0029-1	Lot 69	0910-332-0149-1
Lot 30	0910-332-0040-1	Lot 70	0910-332-0160-1
Lot 31	0910-332-0051-1	Lot 71	0910-332-0171-1
Lot 32	0910-332-0062-1	Lot 72	0910-332-0182-1
Lot 33	0910-332-0073-1	Lot 73	0910-332-0193-1
Lot 34	0910-283-6154-1	Lot 74	0910-332-0204-1
Lot 35	0910-283-6165-1	Lot 75	0910-332-0215-1
Lot 36	0910-283-6176-1	Lot 76	0910-332-0226-1
Lot 37	0910-283-6187-1	Lot 77	0910-332-0237-1
Lot 38	0910-283-6198-1	Lot 78	0910-332-0248-1
Lot 39	0910-283-6209-1	Lot 79	0910-332-0259-1
Lot 40	0910-283-6220-1	Lot 80	0910-332-0270-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 81	0910-332-0281-1	Lot 121	0910-331-2421-1
Lot 82	0910-332-0292-1	Lot 122	0910-331-2432-1
Lot 83	0910-331-2003-1	Lot 123	0910-331-2443-1
Lot 84	0910-331-2014-1	Lot 124	0910-331-2454-1
Lot 85	0910-331-2025-1	Lot 125	0910-331-2465-1
Lot 86	0910-331-2036-1	Lot 126	0910-331-2476-1
Lot 87	0910-331-2047-1	Lot 127	0910-331-2487-1
Lot 88	0910-331-2058-1	Lot 128	0910-331-2498-1
Lot 89	0910-331-2069-1	Lot 129	0910-331-2509-1
Lot 90	0910-331-2080-1	Lot 130	0910-331-2520-1
Lot 91	0910-331-2091-1	Lot 131	0910-331-2531-1
Lot 92	0910-331-2102-1	Lot 132	0910-331-2542-1
Lot 93	0910-331-2113-1	Lot 133	0910-331-2553-1
Lot 94	0910-331-2124-1	Lot 134	0910-331-2564-1
Lot 95	0910-331-2135-1	Lot 135	0910-331-2575-1
Lot 96	0910-331-2146-1	Lot 136	0910-331-2586-1
Lot 97	0910-331-2157-1	Lot 137	0910-331-2597-1
Lot 98	0910-331-2168-1	Lot 138	0910-331-2608-1
Lot 99	0910-331-2179-1	Lot 139	0910-331-2619-1
Lot 100	0910-331-2190-1	Lot 140	0910-331-2630-1
Lot 101	0910-331-2201-1	Lot 141	0910-331-2641-1
Lot 102	0910-331-2212-1	Lot 142	0910-331-4002-1
Lot 103	0910-331-2223-1	Lot 143	0910-331-4013-1
Lot 104	0910-331-2234-1	Lot 144	0910-331-4024-1
Lot 105	0910-331-2245-1	Lot 145	0910-331-4035-1
Lot 106	0910-331-2256-1	Lot 146	0910-331-2666-1
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Lot 108	0910-331-2278-1	Lot 148	0910-331-2688-1
Lot 109	0910-331-2289-1	Lot 149	0910-331-2699-1
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Lot 112	0910-331-2322-1	Lot 152	0910-331-2732-1
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Lot 118	0910-331-2388-1	Lot 158	0910-331-2798-1
Lot 119	0910-331-2399-1	Lot 159	0910-331-2809-1
Lot 120	0910-331-2410-1	Lot 160	0910-331-2820-1



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Lot 165	0910-284-4215-1	Lot 205	0910-284-4455-1
Lot 166	0910-284-4226-1	Lot 206	0910-284-4466-1
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Lot 184	0910-284-2104-1	Lot 224	0910-284-4664-1
Lot 185	0910-284-2115-1	Lot 225	0910-284-4675-1
Lot 186	0910-284-2126-1	Lot 226	0910-284-4686-1
Lot 187	0910-284-2137-1	Lot 227	0910-284-4697-1
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Lot 192	0910-284-2192-1	Lot 232	0910-284-4752-1
Lot 193	0910-284-2203-1	Lot 233	0910-284-4763-1
Lot 194	0910-284-4334-1	Lot 234	0910-284-4774-1
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Lot 200	0910-284-4400-1	Lot 240	0910-284-4840-1

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Lot 243	0910-284-2223-1	Lot 283	0910-284-2643-1
Lot 244	0910-284-2234-1	Lot 284	0910-284-2654-1
Lot 245	0910-284-2245-1	Lot 285	0910-284-4885-1
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Lot 247	0910-284-2267-1	Lot 287	0910-284-4907-1
Lot 248	0910-284-2278-1	Lot 288	0910-284-4918-1
Lot 249	0910-284-2289-1	Lot 289	0910-284-4929-1
Lot 250	0910-284-2300-1	Lot 290	0910-284-2670-1
Lot 251	0910-284-2311-1	Lot 291	0910-284-2681-1
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Lot 254	0910-284-2344-1	Lot 294	0910-284-2714-1
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Lot 257	0910-284-2377-1	Lot 297	0910-283-0207-1
Lot 258	0910-284-2388-1	Lot 298	0910-283-0218-1
Lot 259	0910-284-2399-1	Lot 299	0910-283-6339-1
Lot 260	0910-284-2410-1	Lot 300	0910-283-6350-1
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Lot 262	0910-284-2432-1	Lot 302	0910-283-0242-1
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Lot 267	0910-284-2487-1	Lot 307	0910-283-0297-1
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Lot 270	0910-284-2520-1	Lot 310	0910-283-0330-1
Lot 271	0910-283-0151-1	Lot 311	0910-283-0341-1
Lot 272	0910-283-0162-1	Lot 312	0910-283-0352-1
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Lot 322	0910-283-6432-1	Lot 362	0910-283-6872-1
Lot 323	0910-283-6443-1	Lot 363	0910-283-6883-1
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Lot 328	0910-283-6498-1	Lot 368	0910-283-6938-1
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Lot 330	0910-283-6520-1		
Lot 331	0910-283-6531-1	Outlot 1	0910-284-4975-1
Lot 332	0910-283-6542-1	Outlot 2	0910-332-0325-1
Lot 333	0910-283-6553-1	Outlot 3	0910-332-0350-1
Lot 334	0910-283-6564-1	Outlot 4	0910-331-4075-1
Lot 335	0910-283-6575-1	Outlot 5	0910-331-2875-1
Lot 336	0910-283-6586-1	Outlot 6	0910-284-2775-1
Lot 337	0910-283-6597-1	Outlot 7	0910-284-2800-1
Lot 338	0910-283-6608-1	Outlot 8	0910-283-0425-1
Lot 339	0910-283-6619-1		
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Lot 341	0910-283-6641-1		
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Lot 345	0910-283-6684-1		
Lot 346	0910-283-6696-1		
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Lot 357	0910-283-6817-1		
Lot 358	0910-283-6828-1		
Lot 359	0910-283-6839-1		
Lot 360	0910-283-6850-1		

**NON-STOCK ARTICLES OF INCORPORATION  
BEAR TREE FARM HOMEOWNERS  
ASSOCIATION, INC.**



8 9 5 6 1 3 1  
Tx:8734767

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5210213**

**01/20/2016 8:33 AM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 12**

**Return to:**

Michael J. Lawton  
Boardman & Clark  
1 S. Pinckney Street – Suite 410  
P.O. Box 910  
Madison, WI 53701

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**Parcel Identification Number (PIN)**

**SEE ATTACHED**

Plat of Bear Tree Farms,  
 Located in the Town of Windsor,  
 Dane County, Wisconsin

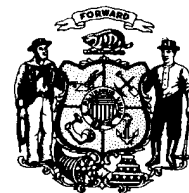
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Lot 2	0910-283-0012-1	Lot 42	0910-283-6242-1
Lot 3	0910-283-0023-1	Lot 43	0910-283-6253-1
Lot 4	0910-283-0034-1	Lot 44	0910-283-6264-1
Lot 5	0910-283-0045-1	Lot 45	0910-284-4005-1
Lot 6	0910-283-0056-1	Lot 46	0910-284-4016-1
Lot 7	0910-283-0067-1	Lot 47	0910-284-4027-1
Lot 8	0910-283-0078-1	Lot 48	0910-284-4038-1
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Lot 13	0910-283-0133-1	Lot 53	0910-284-4093-1
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Lot 15	0910-283-6015-1	Lot 55	0910-284-4115-1
Lot 16	0910-283-6026-1	Lot 56	0910-284-4126-1
Lot 17	0910-283-6037-1	Lot 57	0910-284-4137-1
Lot 18	0910-283-6048-1	Lot 58	0910-284-4148-1
Lot 19	0910-283-6059-1	Lot 59	0910-284-4159-1
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Lot 23	0910-283-6103-1	Lot 63	0910-283-6313-1
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Lot 25	0910-283-6125-1	Lot 65	0910-332-0105-1
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<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
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Lot 252	0910-284-2322-1	Lot 292	0910-284-2692-1
Lot 253	0910-284-2333-1	Lot 293	0910-284-2703-1
Lot 254	0910-284-2344-1	Lot 294	0910-284-2714-1
Lot 255	0910-284-2355-1	Lot 295	0910-284-2725-1
Lot 256	0910-284-2366-1	Lot 296	0910-283-0196-1
Lot 257	0910-284-2377-1	Lot 297	0910-283-0207-1
Lot 258	0910-284-2388-1	Lot 298	0910-283-0218-1
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Lot 260	0910-284-2410-1	Lot 300	0910-283-6350-1
Lot 261	0910-284-2421-1	Lot 301	0910-283-0231-1
Lot 262	0910-284-2432-1	Lot 302	0910-283-0242-1
Lot 263	0910-284-2443-1	Lot 303	0910-283-0253-1
Lot 264	0910-284-2454-1	Lot 304	0910-283-0264-1
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Lot 279	0910-284-2599-1	Lot 319	0910-283-6399-1
Lot 280	0910-284-2610-1	Lot 320	0910-283-6410-1





DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, GEORGE PETAK, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in cursive script that reads "George Petak".

GEORGE PETAK, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

DATE: JAN 14 2016

BY: A handwritten signature in cursive script that reads "P. Weber".

**NON-STOCK ARTICLES OF INCORPORATION  
BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

FIRST: The name of the corporation is Bear Tree Farms Homeowners Association, Inc. (hereafter "Association").

SECOND: The period of existence shall be perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the preservation, ownership, control, maintenance, improvement and order of common areas, including, but not limited to, stormwater management areas (whether owned by the Association or the Village of Windsor), recreational facilities, conservation areas and plat entrance sign(s), if developed or constructed by the Association, the Declarant (as defined below) or any other person, and to perform any stormwater management maintenance agreement to which the Association is a party with the Village of Windsor, all within the Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin. In furtherance of these purposes, the corporation shall have the power to:

(a) exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Restrictions, Conditions and Easements for Lots 4-269 and 271-368 (The Detached, Single Family Lots) of the Plat of Bear Tree Farms, Town of Windsor (now Village of Windsor), Dane County, Wisconsin, as amended from time-to-time ("Declaration"), and in a certain Plat of Bear Tree Farms, Town of Windsor, Dane County, Wisconsin: Declaration of Restrictions and Maintenance Requirements for Stormwater Management Measures and Waiver of Right to



Contest Special Assessments and Charges ("Stormwater Agreement"), all recorded in the office of the Register of Deeds of Dane County, Wisconsin, and in any other declaration applicable to Lots 1-3 and 270, Bear Tree Farms, Village of Windsor, Dane County, Wisconsin, or any of them, providing for membership in the Association for such lots;

(b) fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration, Stormwater Agreement and other declaration referred to above, pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation and the obligations of the Stormwater Agreement;

(c) acquire, own, hold, improve, operate, maintain, convey, sell, lease, transfer, dedicate for public or utility use or otherwise dispose of real or personal property in connection with the affairs of the corporation, including, if constructed or developed by the Association, the Declarant or any other person, stormwater management areas, conservation areas and plat entrance signs(s), but nothing herein shall require the Association, Declarant or any other person to construct or develop any such facilities;

(d) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 181, Wisconsin Statutes, by law may now or hereafter have or exercise; and

(e) establish rules and regulations concerning the common areas and facilities, property and affairs of the Association.

FOURTH: The record owner, whether one or more persons or entities, of fee simple title to each platted lot (exclusive of outlots), within the Plat of Bear Tree Farms, shall be a member of the Association, provided that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, such person shall be a member instead of the vendor. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members, but such lot shall have only one vote. Membership shall be appurtenant to and may not be separated from ownership of any lot to which membership is attributable.

FIFTH: Members shall be entitled to one vote for each lot (exclusive of outlots) as to which such membership is attributable. Where a lot is owned by one person, such person shall be entitled to the vote for such lot. Where more than one person holds an interest in a lot, the vote shall be exercised as such persons shall determine among themselves, but in no event shall more than one vote be cast with respect to any lot. There may be no split vote. Prior to the time of any meeting at which a vote is to be taken, each lot having co-owners shall file the name of the voting co-owner with the secretary of the corporation in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded. The rights of members to vote are further limited to the extent specified in the By-Laws. The voting rights of the members to amend the By-Laws are denied until such time as Declarant Control (as defined in the By-Laws) has expired or been terminated.

SIXTH: The principal office of the corporation is located in Dane County, Wisconsin. The address of such principal office is:

4052 State Highway 19  
DeForest, Wisconsin 53532

SEVENTH: The name of the initial registered agent is: Steven D. Pederson.

The address of the initial registered agent is:

4052 State Highway 19  
DeForest, Wisconsin 53532

EIGHTH: These Articles may be amended in the manner authorized by law at the time of amendment, except that the voting rights of the members are denied until such time as Declarant Control (as defined in the By-Laws) has expired or been terminated.

NINTH: The number of directors shall be fixed by By-Law, but the initial Board of Directors shall consist of four (4) members. The manner of election or appointment of directors shall be fixed by By-Law.

TENTH: The names and addresses of the initial board of directors are:

Dwight E. Ziegler  
370 Campbell Hill Court  
DeForest, Wisconsin 53532

Bonnie Ziegler  
370 Campbell Hill Court  
DeForest, Wisconsin 53532

Steven D. Pederson  
4052 State Highway 19  
DeForest, Wisconsin 53532

Kimberly Pederson  
4052 State Highway 19  
DeForest, Wisconsin 53532

ELEVENTH: The name and address of the incorporator is:

Steven D. Pederson  
4052 State Highway 19  
DeForest, Wisconsin 53532

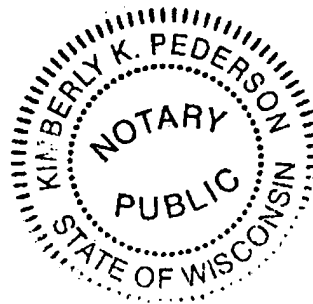
Executed this 4<sup>th</sup> day of January, 2016.

Steven D. Pederson  
Steven D. Pederson, Incorporator

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE     )

Personally came before me, this 4<sup>th</sup> day of January, 2016, the above-named Steven D. Pederson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kimberly K Pederson  
Dane County  
Notary Public, State of Wisconsin  
My Commission expires: 03/20/2018



*This document drafted by  
and to be returned to:  
Michael J. Lawton  
P.O. Box 927  
Madison, WI 53701-0927*



For Office



**State of Wisconsin**  
**Department of Financial Institutions**

***Endorsement***

**ARTICLES OF INCORPORATION - Ch. 181**

**BEAR TREE FARMS HOMEOWNERS ASSOCIATION, INC.**

**Received Date: 1/6/2016**

**Filed Date: 1/13/2016**

**Filing Fee: \$35.00**

**Entity ID#: B082630**

**Total Fee: \$35.00**



8 9 6 8 6 1 1

Tx:8743655

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5217861**

03/01/2016 12:06 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 9

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE BENEFIT OF THE VILLAGE OF DEFOREST WITH RESPECT TO THE PLAT OF BEAR TREE FARMS, TOWN OF WINDSOR, DANE COUNTY, WISCONSIN ("DECLARATION")**

**Bear Tree Farms, Inc., a Wisconsin corporation ("Developer"), being the developer of the plat of Bear Tree Farms in the Town of Windsor, Dane County, Wisconsin ("Bear Tree Farms"), and being the purchaser under that certain land contract dated December 17, 2012, and recorded by virtue of a Memorandum of Land Contract dated January 7, 2013, and recorded on January 16, 2013, in the office of the Dane County Register of Deeds as Document No. 4951792, together with PC Farm Holdings II, LLC, a Wisconsin limited liability company ("PC Farm"), being the vendor under such land contract, do hereby covenant and agree with the Village of DeForest, a Wisconsin municipal corporation ("DeForest"), in connection with the approval and recording of the plat of Bear Tree Farms, that Bear Tree Farms shall be developed in accordance with this instrument, and the lands within Bear Tree Farms shall be held, sold, occupied, conveyed and transferred subject to the covenants and restrictions set forth herein:**

**Return to:**

Michael J. Lawton  
Boardman & Clark LLP  
P.O. Box 927  
Madison, Wisconsin 53701-0927

**Parcel No: See attached parcel list**

**ARTICLE 1**

**Definitions**

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

**1.1. "Owner" shall mean the record owner of fee simple title to any of the platted lots within Bear Tree Farms, 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.**

**1.2. "Multi-Family Building" shall mean any building containing three (3) or more separate dwelling units within one (1) residential building.**

9



## ARTICLE 2

### Covenants and Restrictions

2.1. Units on Lots 1, 3 and 270. Lots 1, 3 and 270 within Bear Tree Farms shall not include a total of more than 232 dwelling units within multi-family buildings at any time. Within the aforesaid limitation on the overall number of multifamily housing units on Lots 1, 3 and 270 in Bear Tree Farms, there shall also be a limitation of 152 dwelling units in multi-family buildings on said Lots 1, 3 and 270 that are not age restricted by law to residents who are 55 years of age or above. There shall be no multi-family housing units in buildings on any Lots within Bear Tree Farms other than Lots 1, 3 and 270.

2.2. Design of Lots 1, 3 and 270. The design of any multi-family buildings and their sites within Lots 1, 3 and 270 of Bear Tree Farms shall be at least as restrictive as the design that would be required if such buildings and their sites were developed under the DeForest RM-4 Residential Mix Multi-Family Housing District, as such zoning ordinance and zoning classification exists on the date hereof.

2.3. Use of Lots 4-269 and 271-368. The principal use of Lots 4-269 and 271-368 within Bear Tree Farms shall be limited to detached, single-family residential use.

2.4. Effect of Replatting or Renumbering of Lots. In the event that any of Lots within Bear Tree Farms are replatted or renumbered in the future, the associated limitations in Sections 2.1, 2.2, and 2.3 shall apply to such replatted or renumbered lots.

2.5. Effect on 2011 Restrictions. Developer, PC Farm and DeForest intend that this instrument replace, from DeForest's perspective, the 2011 "Restrictions Affecting Lands Commonly Known as 'Bear Tree Windsor' and 'Bear Tree Farms' Lying South of Windsor Road, Town of Windsor and Village of DeForest, Dane County, Wisconsin," dated November 3, 2011, and recorded in the office of the Dane County Register of Deeds on November 15, 2011, as Document No. 4812799 ("2011 Restrictions"), insofar as the 2011 Restrictions apply to the lands within Bear Tree Farms, Town of Windsor, Dane County, Wisconsin.

2.6. Binding Effect; Enforcement. This instrument shall run with the land and shall be binding upon and inure to the benefit of Developer, PC Farm and DeForest, together with all persons having an interest in any part of the platted lots within Bear Tree Farms, for a period of thirty (30) years after this instrument is recorded, after which time this Declaration shall automatically stand renewed for

successive five (5) year periods unless the same are canceled as provided in Section 2.7 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 this instrument while this instrument is effective, DeForest only 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 DeForest, if it prevails, 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. DeForest shall not be required to take any action hereunder but any such failure to act shall not be deemed to be a waiver of any provision hereof.

2.7. Termination, Release, Cancellation, Amendment. No provision of this instrument may be terminated, released, cancelled, or amended without the approval of the Village Board of DeForest. Any provision of this instrument, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the platted lots within Bear Tree Farms by an instrument signed by (a) the Developer and DeForest, or (b) if the Developer no longer owns any part of the plat of Bear Tree Farms, then by the owner of any lot within the plat of Bear Tree Farms to which such cancellation, release, waiver or amendment applies and by DeForest.

2.8. Invalidity. 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.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 19 day of October, 2015.

BEAR TREE FARMS, INC.

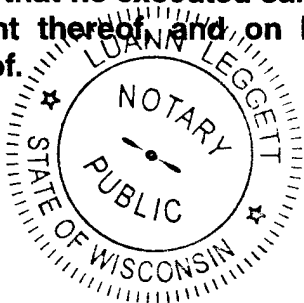
By: Steven D. Pederson  
Steven D. Pederson, President

PC FARM HOLDINGS II, LLC

By: Steven D. Pederson  
Steven D. Pederson, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE )

On this 19 day of October, 2015, before me, a Notary Public, personally appeared Steven D. Pederson to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Bear Tree Farms, Inc, as the President thereof, and on behalf of PC Farm Holdings II, LLC, as the President thereof.



[Signature]
Notary Public, State of Wisconsin
My Commission: 7-24-2016

Statz Bros., Inc., being the owner of Lot One (1), Certified Survey Map No. 11197, as recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 67 of Certified Survey Maps, Page 258, as Document No. 3974862, in the Town of Windsor, Dane County, Wisconsin ("Statz Parcel"), joins in this Declaration solely for the purpose of subjecting the Statz Parcel to the terms of the foregoing Declaration.

STATZ BROS., INC.

By: [Signature]
Name/Title: President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE )

On this 19th day of October, 2015, before me, a Notary Public, personally appeared Wesley A. Statz to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Statz Bros., Inc., as the President thereof.

[Signature]
Notary Public, State of Wisconsin, Dane County
My Commission: expired 5/28/2017

VILLAGE OF DEFOREST

By: St. Paul

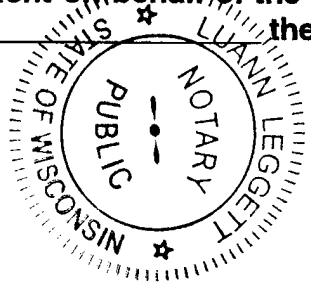
Name/Title: Steven J. Fahlgren Village Administrator

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 19 day of October, 2015, before me, a Notary Public, personally appeared Steven J. Fahlgren and \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s/he executed said document on behalf of the Village of DeForest, as the Administrator and \_\_\_\_\_ thereof, respectively.



Luann Leggett

Notary Public, State of Wisconsin  
My Commission: 7-24-2014

*This instrument drafted by Michael J. Lawton.*

Plat of Bear Tree Farms,  
 Located in the Town of Windsor,  
 Dane County, Wisconsin

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 1	0910-283-0001-1	Lot 41	0910-283-6231-1
Lot 2	0910-283-0012-1	Lot 42	0910-283-6242-1
Lot 3	0910-283-0023-1	Lot 43	0910-283-6253-1
Lot 4	0910-283-0034-1	Lot 44	0910-283-6264-1
Lot 5	0910-283-0045-1	Lot 45	0910-284-4005-1
Lot 6	0910-283-0056-1	Lot 46	0910-284-4016-1
Lot 7	0910-283-0067-1	Lot 47	0910-284-4027-1
Lot 8	0910-283-0078-1	Lot 48	0910-284-4038-1
Lot 9	0910-283-0089-1	Lot 49	0910-284-4049-1
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Lot 33	0910-332-0073-1	Lot 73	0910-332-0193-1
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Lot 35	0910-283-6165-1	Lot 75	0910-332-0215-1
Lot 36	0910-283-6176-1	Lot 76	0910-332-0226-1
Lot 37	0910-283-6187-1	Lot 77	0910-332-0237-1
Lot 38	0910-283-6198-1	Lot 78	0910-332-0248-1
Lot 39	0910-283-6209-1	Lot 79	0910-332-0259-1
Lot 40	0910-283-6220-1	Lot 80	0910-332-0270-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 81	0910-332-0281-1	Lot 121	0910-331-2421-1
Lot 82	0910-332-0292-1	Lot 122	0910-331-2432-1
Lot 83	0910-331-2003-1	Lot 123	0910-331-2443-1
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Lot 86	0910-331-2036-1	Lot 126	0910-331-2476-1
Lot 87	0910-331-2047-1	Lot 127	0910-331-2487-1
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Lot 119	0910-331-2399-1	Lot 159	0910-331-2809-1
Lot 120	0910-331-2410-1	Lot 160	0910-331-2820-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
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Lot 162	0910-284-4182-1	Lot 202	0910-284-4422-1
Lot 163	0910-284-4193-1	Lot 203	0910-284-4433-1
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Lot 170	0910-284-4270-1	Lot 210	0910-284-4510-1
Lot 171	0910-284-4281-1	Lot 211	0910-284-4521-1
Lot 172	0910-284-4292-1	Lot 212	0910-284-4532-1
Lot 173	0910-284-4303-1	Lot 213	0910-284-4543-1
Lot 174	0910-284-4314-1	Lot 214	0910-284-4554-1
Lot 175	0910-284-2005-1	Lot 215	0910-284-4565-1
Lot 176	0910-284-2016-1	Lot 216	0910-284-4576-1
Lot 177	0910-284-2027-1	Lot 217	0910-284-4587-1
Lot 178	0910-284-2038-1	Lot 218	0910-284-4598-1
Lot 179	0910-284-2049-1	Lot 219	0910-284-4609-1
Lot 180	0910-284-2060-1	Lot 220	0910-284-4620-1
Lot 181	0910-284-2071-1	Lot 221	0910-284-4631-1
Lot 182	0910-284-2082-1	Lot 222	0910-284-4642-1
Lot 183	0910-284-2093-1	Lot 223	0910-284-4653-1
Lot 184	0910-284-2104-1	Lot 224	0910-284-4664-1
Lot 185	0910-284-2115-1	Lot 225	0910-284-4675-1
Lot 186	0910-284-2126-1	Lot 226	0910-284-4686-1
Lot 187	0910-284-2137-1	Lot 227	0910-284-4697-1
Lot 188	0910-284-2148-1	Lot 228	0910-284-4708-1
Lot 189	0910-284-2159-1	Lot 229	0910-284-4719-1
Lot 190	0910-284-2170-1	Lot 230	0910-284-4730-1
Lot 191	0910-284-2181-1	Lot 231	0910-284-4741-1
Lot 192	0910-284-2192-1	Lot 232	0910-284-4752-1
Lot 193	0910-284-2203-1	Lot 233	0910-284-4763-1
Lot 194	0910-284-4334-1	Lot 234	0910-284-4774-1
Lot 195	0910-284-4345-1	Lot 235	0910-284-4785-1
Lot 196	0910-284-4356-1	Lot 236	0910-284-4796-1
Lot 197	0910-284-4367-1	Lot 237	0910-284-4807-1
Lot 198	0910-284-4378-1	Lot 238	0910-284-4818-1
Lot 199	0910-284-4389-1	Lot 239	0910-284-4829-1
Lot 200	0910-284-4400-1	Lot 240	0910-284-4840-1

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
Lot 241	0910-284-4851-1	Lot 281	0910-284-2621-1
Lot 242	0910-284-4862-1	Lot 282	0910-284-2632-1
Lot 243	0910-284-2223-1	Lot 283	0910-284-2643-1
Lot 244	0910-284-2234-1	Lot 284	0910-284-2654-1
Lot 245	0910-284-2245-1	Lot 285	0910-284-4885-1
Lot 246	0910-284-2256-1	Lot 286	0910-284-4896-1
Lot 247	0910-284-2267-1	Lot 287	0910-284-4907-1
Lot 248	0910-284-2278-1	Lot 288	0910-284-4918-1
Lot 249	0910-284-2289-1	Lot 289	0910-284-4929-1
Lot 250	0910-284-2300-1	Lot 290	0910-284-2670-1
Lot 251	0910-284-2311-1	Lot 291	0910-284-2681-1
Lot 252	0910-284-2322-1	Lot 292	0910-284-2692-1
Lot 253	0910-284-2333-1	Lot 293	0910-284-2703-1
Lot 254	0910-284-2344-1	Lot 294	0910-284-2714-1
Lot 255	0910-284-2355-1	Lot 295	0910-284-2725-1
Lot 256	0910-284-2366-1	Lot 296	0910-283-0196-1
Lot 257	0910-284-2377-1	Lot 297	0910-283-0207-1
Lot 258	0910-284-2388-1	Lot 298	0910-283-0218-1
Lot 259	0910-284-2399-1	Lot 299	0910-283-6339-1
Lot 260	0910-284-2410-1	Lot 300	0910-283-6350-1
Lot 261	0910-284-2421-1	Lot 301	0910-283-0231-1
Lot 262	0910-284-2432-1	Lot 302	0910-283-0242-1
Lot 263	0910-284-2443-1	Lot 303	0910-283-0253-1
Lot 264	0910-284-2454-1	Lot 304	0910-283-0264-1
Lot 265	0910-284-2465-1	Lot 305	0910-283-0275-1
Lot 266	0910-284-2476-1	Lot 306	0910-283-0286-1
Lot 267	0910-284-2487-1	Lot 307	0910-283-0297-1
Lot 268	0910-284-2498-1	Lot 308	0910-283-0308-1
Lot 269	0910-284-2509-1	Lot 309	0910-283-0319-1
Lot 270	0910-284-2520-1	Lot 310	0910-283-0330-1
Lot 271	0910-283-0151-1	Lot 311	0910-283-0341-1
Lot 272	0910-283-0162-1	Lot 312	0910-283-0352-1
Lot 273	0910-283-0173-1	Lot 313	0910-283-0363-1
Lot 274	0910-284-2544-1	Lot 314	0910-283-0374-1
Lot 275	0910-284-2555-1	Lot 315	0910-283-0385-1
Lot 276	0910-284-2566-1	Lot 316	0910-283-0396-1
Lot 277	0910-284-2577-1	Lot 317	0910-283-6377-1
Lot 278	0910-284-2588-1	Lot 318	0910-283-6388-1
Lot 279	0910-284-2599-1	Lot 319	0910-283-6399-1
Lot 280	0910-284-2610-1	Lot 320	0910-283-6410-1





**PLAT OF BEAR TREE FARMS,  
LOCATED IN THE VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**AGREEMENT FOR PUBLIC IMPROVEMENTS AND  
DEVELOPMENT MATTERS  
(“Agreement”)**

**This Agreement terminates, replaces and supersedes the Agreement for Public Improvements and Development Matters (Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin) fully executed on September 18, 2015, and recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204219 (the “Original DA”).**

*See Exhibit 1 for a complete list of legal descriptions and Parcel Identification Numbers Affected by this Agreement (the “Affected Lots”).*

**The parties to this Agreement also acknowledge and agree that the following document of record is hereby terminated:**

**Deed Restriction Prohibiting Sale or Transfer of Certain Lots and Providing for Phased Development recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204224.**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5435598  
08/21/2018 02:18 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 28**

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO  
Amy Schweppe Anderson, Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
DRAFTED BY  
Constance L. Anderson, as Special Counsel to  
Village of Windsor, and  
Angie Black, as Legal Counsel to Developer

PARCEL IDENTIFICATION NUMBERS  
*See Exhibit 1*

**DEVELOPMENT AGREEMENT**

1           **THIS DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into  
2 by and between Bear Tree Farms, Inc., a Wisconsin corporation, with its principal business office  
3 located at 370 Campbell Hill Court, DeForest, WI 53532 (“**Developer**”), and the Village of  
4 Windsor (“**Village**”), a municipal corporation, with its principal business office located at 4084  
5 Mueller Road, DeForest, WI 53532, to be effective as of August 16, 2018.  
6  
7

**RECITALS**

8  
9  
10           **WHEREAS**, the parties entered into the Original DA which applied to all of the lots  
11 located in the Plat of Bear Tree Farms in Dane County, Wisconsin (“**Plat**”);  
12

13           **WHEREAS**, Bear Tree Farms, Inc. (“**Developer**”) continues to serve as the Developer of  
14 all lots in the Plat other than those conveyed to third parties as part of Phase 1 (see Exhibit 1),  
15 which has been completed except for those public improvements to completed as expressly set  
16 forth herein;  
17

18           **WHEREAS**, this Agreement terminates and replaces the Original DA in its entirety;  
19

20           **WHEREAS**, this Agreement shall initially apply to all lots within the Plat identified on  
21 Exhibit 1 except for the lots in Phase 1 that were conveyed to bona fide third-party purchasers (*see*  
22 Exhibit 1), which shall not be encumbered by this Agreement;  
23

24           **WHEREAS**, on November 9, 2015, the State of Wisconsin Department of Administration  
25 issued a Certificate of Incorporation to the Village of Windsor and the Village has subsequently  
26 adopted a zoning code and other ordinances, and will continue to do so over the course of  
27 performance of this Agreement (“**Village Ordinances**”);  
28

29           **WHEREAS**, given this change in the Village’s status, both the Village and Developer wish  
30 to terminate and replace the Original DA with this Agreement to accurately reflect both the current  
31 law and the parties’ understanding regarding the completion of certain improvements in Outlots 1,  
32 2 and 3 within Phase 1, and agreement regarding Developer proceeding with development of Phase  
33 2 including installation of Public Improvements to serve Phase 2 (as defined and more fully  
34 described below), which is comprised of Phase 2A and Phase 2B, all as set forth in this Agreement;  
35

36           **WHEREAS**, the Village seeks to protect the health, safety, and general welfare of the  
37 community by requiring the completion of various public improvements in connection with  
38 development of lots within the Plat, and each Phase of development (as defined and more fully  
39 described below), and thereby to limit the harmful effects of substandard developments, including  
40 premature development which leaves property undeveloped and unproductive;  
41

42           **WHEREAS**, Village Ordinances require, among other things, that provisions be made for  
43 public improvements to serve development projects including, but not limited to, grading of public

44 lands, erosion and stormwater runoff control, stormwater management facilities, sewer and water  
45 facilities, and public streets and multi-use paths;

46  
47 **WHEREAS**, Windsor Code of Ordinances Sec. 38-194(5) specifically provides for a  
48 developer's agreement by and between the Village and Developer which shall constitute a binding  
49 agreement between the Village and Developer and contain such terms as are negotiated to and  
50 agreed by the parties, and this Agreement serves such purpose;

51  
52 **WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the  
53 Village in order to resolve open issues and assure compliance with Village Ordinances related to  
54 applicable standards for public improvements required in connection with land development, as  
55 well as the avoidance of harmful consequences of land development prior to satisfactory  
56 completion of public improvements or payment of related costs and fees;

57  
58 **WHEREAS**, the Village finds that the terms and conditions set forth in this Agreement  
59 are in the public interest and particularly necessary because this Plat affects such a large area within  
60 the Village, relates directly to development in an adjacent municipality which is served by Village  
61 utilities pursuant to contractual agreements, and will be developed over a period of time spanning  
62 more than a decade during which changes in laws, regulations and Village Ordinances may occur.

#### 63 **AGREEMENT**

64  
65  
66 **NOW, THEREFORE**, in consideration of the above recitals, which are incorporated  
67 herein by reference, and other good and valuable consideration, the sufficiency of which is hereby  
68 acknowledged, the Village and Developer agree as follows:

#### 69 70 **1. REQUIRED PUBLIC IMPROVEMENTS.**

71  
72 1.1. **Agreement Regarding Public Improvements.** For the public health, safety and  
73 welfare, the Developer shall construct and install, at its sole expense, all on-site and  
74 off-site public improvements needed to provide public services to each Phase (as  
75 defined below) within the Plat, in accordance with the conditions of approval and  
76 requirements established by Village Ordinances, and the obligations set forth in this  
77 Agreement (collectively, the "**Public Improvements**"). Developer's obligation to  
78 construct Public Improvements in connection with each Phase shall commence  
79 when Developer has obtained approval of the Phase from the Village Board. The  
80 Village acknowledges that it has approved the Public Improvements associated  
81 with Phase 1 and Phase 2, as more fully described below. Developer shall be  
82 required to connect each Phase within the Plat to existing public improvements,  
83 which may include facilities outside of the boundaries of the Plat, including utility  
84 and street connections.

85  
86 1.2. **Phasing Plan Required.** The "**Phasing Plan**" attached hereto as **Exhibit 2** serves  
87 as a critical reference and summarizes the current anticipated overall development  
88 plan for the Plat in "Phases," and generally identifies the current sequencing for the  
89 development of lots within the Plat and provides a logical progression for

90 installation of Public Improvements. The sequencing and progression for  
91 installation of Public Improvements in connection with future Phases within the  
92 Plat other than Phase 2 (including Phase 2A and Phase 2B) shall be further defined  
93 as Developer elects to proceed with development of a Phase and shall consider the  
94 following to the extent applicable to a Phase and required by then-current<sup>1</sup> Village  
95 Ordinances and this Agreement: engineering realities; sanitary sewer extensions;  
96 water supply and pressure; stormwater facilities; connectivity of public roads for  
97 motor vehicles within and outside of the Plat; connections of multi-use paths for  
98 bicyclists and pedestrians; accessways and service needs for police, EMS,  
99 firefighters and public safety; and other similar factors affecting public health,  
100 safety and welfare.

101  
102 By approving this Agreement, the Village determines that the Phasing Plan attached  
103 hereto as **Exhibit 2**, and incorporated by reference, generally satisfies the objectives  
104 set forth in this section 1.2 and further acknowledges and agrees that the proposed  
105 connections and Public Improvements for Phase 2, as set forth in the Plans  
106 described on **Exhibit 3**, and incorporated by reference, are approved by this  
107 Agreement. The Developer acknowledges and agrees that Phase 3 will require the  
108 connections shown on the Phasing Plan (that is, either Warner Farm Drive to Border  
109 Pass to Pederson Crossing Boulevard, or Golden Wheat Run to Royal View to  
110 Windsor Road). Specific terms and conditions for Public Improvements within  
111 Phase 3 will be set forth in an amendment to this Agreement, and the Public  
112 Improvements that may be required for Phase 3 are not approved by execution of  
113 this Agreement but shall be determined based on this Agreement and then-current  
114 Village Ordinances at the time Developer elects to proceed with Phase 3.

115  
116 The Village and Developer recognize that adjustments to the Phasing Plan may be  
117 needed in the future with regard to Phases 4-10, which are generally depicted on  
118 Exhibit 2. If the Developer wishes to adjust the Phasing Plan, the Developer shall  
119 present its request to the Village Board. The Village Board shall review the request  
120 to determine whether, in the reasonable discretion of the Village Board, the  
121 adjustments to the Phasing Plan satisfy the objectives set forth in this Section 1.2  
122 provided, however, the Village Board may not require any changes or adjustments  
123 which are inconsistent with or contrary to this Agreement or then-current Village  
124 Ordinances. Any adjustments to the Phasing Plan requested by Developer and  
125 approved by resolution of the Village Board shall be incorporated into this  
126 Agreement by a written amendment to the Agreement.

- 127  
128 **1.3. Approval of Each Phase Required.** Except for Phase 1 and Phase 2, for which  
129 the Public Improvements and related requirements are covered by this Agreement,  
130 each subsequent Phase of development within the Plat will require review and  
131 approval by the Village Board with respect to (a) any changes to the lots and outlots  
132 in the Phase which varies from the current lots within the Plat, and (b) the associated

---

<sup>1</sup> As used in this Agreement, "then-current" refers to Village Ordinances in effect when the subsequent Phase is approved, rather than those in effect as of the effective date of this Agreement.

133 Public Improvements for each Phase. Approval of the foregoing for each Phase  
134 shall be by resolution of the Village Board and shall require a written amendment  
135 of the Agreement and preparation of relevant exhibits.  
136

137 1.4. **Specific Project Approvals in Agreement: Stormwater Management;**  
138 **Corrections to Stormwater Facilities required in Phase 1 (Outlot 1 and Outlot**  
139 **3); Public Improvements for Phase 2; and, Windsor Community Park (Outlot**  
140 **2).** While the Agreement establishes standards for development of the entire Plat,  
141 this section 1.4 expressly sets forth the agreement between the Developer and  
142 Village with respect to commencement and completion of development of Phase 1  
143 and Phase 2:  
144

145 **1.4.1. Stormwater Management Plan for Bear Tree Farms.** The Village  
146 acknowledges receipt of a Stormwater Management Plan for Bear Tree Farms first  
147 prepared by Vierbicher Associates, Inc. on April 30, 2014, and revised on July 9,  
148 2018, for Project #130264—Task 7. In this Agreement, “**Stormwater**  
149 **Management Plan**” references the July 9, 2018 submission. The Stormwater  
150 Management Plan has been submitted to, reviewed by and approved by the  
151 applicable governing authorities, the Wisconsin Department of Natural Resources  
152 (“WDNR”). The Developer shall obtain the required written approval from the  
153 Capital Area Regional Planning Commission (“CARPC”) and permits from Dane  
154 County Land & Water Resources prior to commencement of work under this  
155 Agreement. The Village has no objection to the design standards in the Stormwater  
156 Management Plan, which include the following:

- 157 • With respect to recharge requirements, the Village does not require a  
158 consumptive use component.
- 159 • With respect to maintaining pre-development infiltration levels after the  
160 development is complete, the Village requires that the Developer maintain  
161 100% of the predevelopment infiltration levels (that is, inches of infiltration  
162 per acre or part thereof) post-development.
- 163 • With respect to stay-on-site requirements for peak flow, the Village requires  
164 that 90% of the peak flow generated from a 100-year storm stay on the site.  
165

166 It shall be the Developer’s obligation to construct stormwater management facilities  
167 and improvements in accordance with the Stormwater Management Plan, including  
168 satisfying any conditions required by applicable laws and regulations of the WDNR  
169 and CARPC. The Developer shall complete the work so that the stormwater  
170 management facilities operate as designed and approved.  
171

172 Furthermore, the Developer shall obtain the requisite approvals and stormwater and  
173 erosion control permits<sup>2</sup> from the Dane County Land & Water Resources  
174 Department as required by law, and shall complete each Phase in compliance with

---

<sup>2</sup> Dane County may or may not issue permits based on the Stormwater Management Plan dated July 9, 2018, but may issue permits based on an amended stormwater management plan. Ultimately, the Village will rely on Dane County’s permits as issued to determine enforcement standards required by this Agreement.

175 the permits obtained. If the permits are subject to conditions, it is the Developer's  
176 obligation to satisfy those conditions required by law.  
177

178 **1.4.2. Corrections to Stormwater Management Facilities Required in Phase 1**  
179 **(Parts of Outlot 1<sup>3</sup> and Outlot 3):** Developer shall complete the stormwater  
180 management facilities in Outlots 1 and 3 described in the Stormwater Management  
181 Plan ("**Phase 1 Stormwater Improvements**"). Developer agrees to complete the  
182 Phase 1 Stormwater Improvements as necessary so that the stormwater  
183 management facilities operate in a manner that meets the standards set forth in the  
184 Stormwater Management Plan. Where the legal requirements of approving  
185 authorities are conflicting, as set forth herein and in applicable laws, regulations  
186 and ordinances, and approvals/permits issued thereunder, the Developer shall  
187 comply with the most restrictive requirements.  
188

189 Developer shall promptly commence and diligently pursue to completion the Phase  
190 1 Stormwater Improvements upon execution of this Agreement and upon receipt of  
191 the permits and approvals referenced in Section 1.4.1 above. Upon completion of  
192 the Phase 1 Stormwater Improvements, and Dane County's approval of the release  
193 of the security associated therewith, the Village shall approve release of said  
194 security, which approval of release of the security may not be unreasonably  
195 withheld, conditioned or delayed. Although work on the Phase 2 Public  
196 Improvements may commence while Developer is completing the Phase 1  
197 Stormwater Improvements, no building permits for individual lots within Phase 2  
198 shall be issued until the non-variable portion of the Phase 1 Stormwater  
199 Improvements has been completed (non-variable includes items such as permanent  
200 installations and improvements and required grading); provided, however, that any  
201 component of the Phase 1 Stormwater Improvements which requires maturity or  
202 acts of nature to be determined fully complete or functional (for example, but not  
203 limited to, growth of vegetation or the occurrence of rainfall/infiltration events)  
204 need not be fully completed or tested to consider the Phase 1 Stormwater  
205 Improvements complete for purposes of issuance of Phase 2 building permits.  
206 Notwithstanding the foregoing, if such component(s) of the Phase 1 Stormwater  
207 Improvements which requires maturity or acts of nature to be determined fully  
208 complete or functional (for example, but not limited to, growth of vegetation or the  
209 occurrence of rainfall/infiltration events) are not fully complete or functional within  
210 fourteen (14) months of the non-variable component, the Village shall cease  
211 issuance of Phase 2 building permits until the Phase 1 Stormwater Improvements  
212 are fully complete and functional, and may seek such other remedies as are  
213 provided by law.  
214

215 **1.4.3. Phase 2 Approval with Conditions.** The Village hereby approves Phase  
216 2, as set forth herein. Phase 2 shall be completed by the Developer in two

---

<sup>3</sup> The stormwater facilities in the northern part of Outlot 1 are for treatment only, and are not a part of Phase 1 Stormwater Improvements or Phase 2 Stormwater Improvements. When this Agreement references Outlot 1 with respect to Phase 1 and Phase 2, the reference is to the infiltration portion and treatment portion of the southern part of Outlot 1 only.

217 subphases: Phase 2A and Phase 2B, provided, however, that, upon payment of the  
218 required fees and costs due and owing under this Agreement for both Phase 2A and  
219 Phase 2B, Developer may elect to complete both at the same time. Phase 2A shall  
220 include the following twenty lots: 18, 19, 20, 21, 39, 40, 337, 338, 339, 340, 341,  
221 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 ("**Phase 2A**"). Phase 2B shall  
222 include the following twenty-four lots: 16, 17, 41, 42, 43, 318, 319, 320, 321, 322,  
223 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336 ("**Phase 2B**").

224  
225 Simultaneous with construction of Phase 2A, Developer shall also construct  
226 stormwater management facilities for Phase 2 ("**Phase 2 Stormwater**  
227 **Improvements**") in accordance with the approved Stormwater Management Plan,  
228 stormwater and erosion control permits issued by Dane County Land & Water  
229 Resources Department, and the Bear Tree Farms Outlot 3 Sanitary Sewer Extension  
230 & Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher  
231 Associates, Inc. Where the legal requirements of approving authorities are  
232 conflicting, as set forth herein and in applicable laws, regulations and ordinances,  
233 the Developer shall comply with the most restrictive requirements.

234  
235 **1.4.4. Developer Grading of Community Park Portion of Outlot 2 and**  
236 **Installation of Sanitary Sewer.** Developer shall promptly commence and  
237 complete the grading of the Windsor Community Park and installation of sanitary  
238 sewer through the Windsor Community Park upon execution of this Agreement.  
239 Developer shall grade that portion of Outlot 2 planned for the community park,<sup>4</sup> all  
240 in accordance with the Bear Tree Farms Outlot 3 Sanitary Sewer Extension &  
241 Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher Associates,  
242 Inc. ("**Park Improvement Plan**"). [Note: Per the Park Grading Plan, Wet  
243 Detention and the Swale Relocation shall be by Developer.] Developer shall install  
244 the sanitary sewer line that traverses the Windsor Community Park, all in  
245 accordance with the Park Improvement Plan. The Developer shall work with the  
246 Village to coordinate grading and installation of the sanitary sewer so that the  
247 Windsor Community Park construction project described in section 1.4.5 below can  
248 proceed in a timely manner and in accordance with the Village's contract with  
249 Advanced Building Corporation, as may be amended.

250  
251 No building permits for individual lots within Phase 2 shall be issued until the  
252 grading and sanitary sewer pipe installation hereunder have been completed by the  
253 Developer.

254  
255 **1.4.5. Village Construction of Community Park.** The Village Board approved  
256 the Windsor Community Park design on February 2, 2017, and the Village Board  
257 awarded the construction bid for the Windsor Community Park to Advanced  
258 Building Corporation per Village Board Resolution 2018-46 on June 21, 2018. The  
259 Village agrees to proceed with construction of the Windsor Community Park,

---

<sup>4</sup> A portion of Outlot 2 is woodlands and, while dedicated to the public, will not be developed as part of the community park.

260 weather permitting, provided that Developer has completed the grading and  
261 sanitary sewer line installation in accordance with the Park Improvement Plan  
262 described in section 1.4.4 above.  
263

264 **2. STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.**  
265

266 Developer's construction of the Public Improvements in connection with each Phase of  
267 development within the Plat shall be done in accordance with the then-current Village Ordinances  
268 and this Agreement. Where the legal requirements of then-current Village Ordinances and this  
269 Agreement conflict, the Developer shall comply with the most restrictive requirements. The  
270 Village and Developer acknowledge and agree the plans and specifications for completion of the  
271 Public Improvements for Phase 1 and Phase 2 have been reviewed by the Village Engineer and,  
272 per Exhibit 3, the Village Engineer has no objection to the Public Improvement work within those  
273 Phases proceeding subject to and in accordance with this Agreement.  
274

275 **3. CONTRACTORS ENGAGED BY DEVELOPER FOR PROJECT;**  
276 **INDEMNIFICATION AND INSURANCE.**  
277

278 3.1. **Approval of Contractor(s).** The Developer agrees to engage contractors for  
279 construction of all Public Improvements, who shall first be approved for such work  
280 by the Village Engineer and who shall qualify with every applicable requirement  
281 of the Village and any Ordinance, rule, or regulation thereof. Prior to the  
282 commencement of construction of the Public Improvements within any Phase the  
283 Developer shall furnish to the Village Engineer the names of all contractors and  
284 subcontractors, together with a classification of the work performed by each. Such  
285 submittal shall be prior to the commencement of construction of any of the Public  
286 Improvements in that Phase. All construction documents for the Public  
287 Improvements are subject to the prior review of the Village and Developer shall  
288 provide a copy to the Village which may become a public record but may be subject  
289 to redaction of confidential and proprietary information.  
290

291 3.2. **Indemnification by Contractor(s).** The Developer shall require all contractors  
292 engaged in the construction of the Public Improvements to indemnify and hold the  
293 Village and its engineers and consultants harmless from and against any and all  
294 claims, losses, damages, costs, and expenses which such contractors may or might  
295 incur in connection with the construction of the Public Improvements. Such  
296 indemnification and hold harmless clause shall either be as stated in the prior  
297 sentence or otherwise in form and content acceptable to the Village Attorney, and  
298 shall be included in each contract which the Developer has with a contractor  
299 providing labor or materials for Public Improvements.  
300

301 3.3. **Indemnification by Developer.** During any period of construction of Public  
302 Improvements on a Phase and for a period expiring one (1) year from the date of



303 substantial completion<sup>5</sup> of the Public Improvements for that Phase, the Developer  
304 hereby expressly agrees to indemnify, save and hold harmless the Village, its  
305 engineers, consultants, employees, officers and agents from and against all claims,  
306 costs, suits, causes of actions, demands, and liability of every kind and nature, for  
307 injury or damage received or sustained by any person or persons or property,  
308 whomsoever and whatsoever, in connection with, or on account of the performance  
309 of the particular Public Improvements associated with the particular Phase, except  
310 to the extent such claim is the result of the willful or negligent acts of the Village.<sup>6</sup>  
311 As requested by the Village, the Developer further agrees to aid and defend the  
312 Village with legal counsel acceptable to the Village in the event the Village is  
313 named as a defendant in any action for which Developer has agreed to indemnify  
314 the Village hereunder, except where such suit is brought by the Developer (in which  
315 case this indemnification provision does not apply). This provision is not intended  
316 to and shall not be interpreted to limit insurance coverage that may be available to  
317 the Village or governmental immunity or other defenses that may be available to  
318 the Village, each and all of which are expressly reserved by the Village. It is hereby  
319 agreed that the Developer is not an agent or employee of the Village, and neither  
320 Developer nor its contractors shall represent itself as an agent or employee of the  
321 Village.  
322

323 3.4. **Insurance by Contractor(s).** The Developer shall also require all contractors  
324 engaged in the construction of the Public Improvements to maintain such  
325 reasonable insurance as shall be required by the Village Attorney and Engineer,  
326 which insurance requirements shall be consistent with requirements imposed on  
327 other developers and contractors within the Village. Upon demand, the contractors  
328 shall furnish to the Village Attorney and Engineer, a current certificate of insurance  
329 to evidence such insurance. All such insurance shall comply with the Village's  
330 contract requirements pertaining to damage claims, indemnification of the Village,  
331 and insurance. The Contractor(s) so engaged are required to furnish commercial  
332 general liability insurance of not less than \$1,000,000.00 aggregate for any such  
333 damage sustained by two or more persons in any one accident. The Developer is  
334 responsible for confirming that such insurance is in place and that the Village is  
335 named as an additional insured on such insurance.  
336

337 **4. CONSTRUCTION RELATED ACTIVITIES FOR PUBLIC IMPROVEMENTS.**  
338

339 In connection with the construction of the Public Improvements, it is hereby agreed as  
340 follows:

---

<sup>5</sup> See Wis. Stat. § 236.13, as amended, which applies to all preliminary and final plats as of August 1, 2014. Pursuant thereto, "substantial completion" is defined as follows: "(P)ublic improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed at the time the binder course is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90% of the public improvements by costs are completed."

<sup>6</sup> The Village does not by this provision, or by any other provision in this Agreement, waive, reduce or in any way limit any governmental immunity (whether absolute, qualified, as to intentional torts or discretionary acts or other immunity) to which it may be entitled, and hereby expressly reaffirms its right to any and all such immunity, notice of injury, notice of claim, and limitation as to damages to the full extent provided by law.

341  
342 4.1. **Engineering and Construction Plans for Future Phases.** The Village and Developer  
343 acknowledge the Engineering and Construction Plans set forth on **Exhibit 3**, and shall  
344 proceed in accordance with said plans and this Agreement with respect to Phases 1 and  
345 2, except as otherwise indicated herein. With respect to future Phases, and following  
346 consultation with Village staff, the Developer shall present plans for the Public  
347 Improvements, which plans shall be prepared under the seal of Developer's Engineer  
348 (the "**Plans**") and shall provide for and include Public Improvements as required by  
349 and in accordance with then-current Village Ordinances.

350  
351 4.2. **Scheduling.** Except with respect to the Phase 1 Stormwater Improvements and the  
352 Phase 2 Public Improvements and grading and sanitary sewer line under the Park  
353 Improvement Plan, which shall commence as set forth in Section 1 above, the  
354 Developer agrees that no work shall be scheduled for construction of the Public  
355 Improvements associated with a future Phase without the Village Engineer's approval  
356 of the anticipated starting date(s) and estimated construction schedule, which approval  
357 shall not be unreasonably withheld, conditioned or delayed. The construction of the  
358 Public Improvements for a particular Phase shall be completed within sixty (60) days  
359 after the estimated completion date(s) set forth in the schedule for the Phase, unless  
360 otherwise extended in writing by the Village provided, however, that Developer shall  
361 not be required to construct Public Improvements associated with a future Phase as a  
362 condition of approval for a current Phase which has been submitted to the Village.  
363

364 4.3. **Commencement.** Except with respect to the Phase 1 Stormwater Improvements and  
365 the Phase 2 Public Improvements and grading and sanitary sewer line under the Park  
366 Improvement Plan, which shall commence as set forth in Section 1 above and in this  
367 Section 4.3, no land disturbance or commencement of work on any Phase shall  
368 commence until final plans and specifications for Public Improvements associated with  
369 a particular Phase, signed by the Developer's engineer, have been submitted to the  
370 Village Engineer as required by then-current Village Ordinances. A starting date will  
371 not be approved until (a) a written statement of "no objection" with respect to the final  
372 plans and specifications for the Public Improvements has been issued by the Village  
373 Engineer based on review for compliance with the Village Ordinances and this  
374 Agreement, and (b) the Letter of Credit or other security required by this Agreement  
375 has been furnished to the Village. The Village acknowledges that it has no objection  
376 to the Plans set forth on **Exhibit 3**. Notwithstanding the foregoing, the Developer  
377 acknowledges that the Letter of Credit or other security required by this Agreement is  
378 required prior to commencement of Phase 1 Stormwater Improvements and Phase 2.

379  
380 4.4. **Costs.** The Developer agrees that the Village shall not be responsible for any costs or  
381 charges related to the construction of the Public Improvements associated with  
382 development of lots and outlots within the Plat, and that the Developer is responsible  
383 for all such costs, except as otherwise expressly provided for in the Agreement.

384  
385 4.5. **Construction Related Activities; Inspection and Certification; Lien Waivers.** The  
386 Village may periodically review construction progress, conduct inspections and/or

387 complete material testing of the Public Improvements and is granted access to the site  
388 for such purposes. The Developer shall have the obligation to provide such on-site  
389 inspection as is necessary to obtain written certification from Developer's Engineer  
390 that the Public Improvements as and when they are completed are in compliance with  
391 the standards and specifications in the Village Ordinances and this Agreement. The  
392 Developer's Engineer's written certification shall be provided to the Village Engineer  
393 before the Village Engineer recommends acceptance of the Public Improvements for a  
394 Phase to the Village Board. In addition, and also prior to recommendation of  
395 acceptance of the Public Improvements, the Developer shall present to the Village valid  
396 lien waivers from all persons providing materials and/or performing work on the Public  
397 Improvements for which certification is sought. The Developer agrees that no  
398 occupancy permits will be issued by the Village for a Phase until the Public  
399 Improvements for that Phase have been recommended for acceptance by the Village  
400 Engineer; and until all outstanding engineering and inspection fees required to be paid  
401 under the Village Ordinances (including engineering and inspection charges of the  
402 Village) have been paid in full, and lien waivers are received by the Village indicating  
403 that the contractors, suppliers and subcontractors have been paid in full for all work  
404 and materials furnished to construct the Public Improvements for a Phase. The  
405 Village's review and acceptance of Public Improvements shall not be unreasonably  
406 withheld, conditioned or delayed and shall be performed and granted in accordance  
407 with the Village Ordinances and this Agreement.

408  
409 **4.6. Maintenance and Repair.** The Developer agrees to provide for maintenance and  
410 repair of all Public Improvements prior to acceptance of same, as set forth herein. The  
411 Village shall promptly provide notice to the Developer whenever the Village Engineer  
412 is not able to recommend acceptance of a Public Improvement, or otherwise determines  
413 that the Public Improvement does not conform to the Village Ordinances or is otherwise  
414 defective. The Developer shall have thirty (30) days from the issuance of such notice  
415 to correct or substantially correct the deficiency provided, however, if the correction  
416 reasonably requires more than thirty (30) days to complete, such longer period as is  
417 reasonably necessary to complete correction, as reasonably determined by the Village  
418 Engineer. It is agreed that the Village shall not declare a default under the Agreement  
419 during the aforesaid thirty (30) day correction period (or longer period as reasonably  
420 required) on account of any such deficiency unless it is clear that the Developer does  
421 not intend to correct the deficiency or unless the Village determines that immediate  
422 action is required in order to remedy a situation which poses an imminent health or  
423 safety threat. During any correction period, the Developer shall maintain the Letter of  
424 Credit or other surety required under this Agreement. If a correction period will extend  
425 beyond ten (10) days prior to expiration of a Letter of Credit or other surety, and the  
426 Developer has not posted a replacement Letter of Credit in amount sufficient to  
427 complete the correction, the Village shall have the absolute right to draw on the Letter  
428 of Credit or other surety during such ten (10) day period.

429  
430 **4.7. Cost Breakdown.** The Developer shall, upon substantial completion of the Public  
431 Improvements, provide to the Village a final cost for all of the costs associated with the

432 construction thereof. Such final cost breakdown shall be in such form and content as  
433 the Village may reasonably require.

434  
435 **5. RESPONSIBILITY FOR PUBLIC IMPROVEMENTS.** Dedications to the public are  
436 considered made by the Developer to the Village when the Plat is signed. However, the  
437 Developer shall continue to have maintenance responsibility for areas dedicated to the  
438 public until the required Public Improvements in those areas have been substantially  
439 completed in accordance with the Village Ordinances and this Agreement, as certified by  
440 the Developer's Engineer, and provided there is a written statement of "no objection" from  
441 the Village Engineer and a release of the surety associated with a particular Public  
442 Improvement. Release of security requires the approval of a resolution by the Village  
443 Board.

444  
445 **6. GUARANTEE OF THE WORK.** The Developer agrees to guarantee and warrant all  
446 Public Improvement work performed under this Agreement for each Phase against defects  
447 in workmanship or materials for a period of *fourteen (14) months from the date of*  
448 *substantial completion* of the Public Improvements for each particular Phase (Public  
449 Improvement work on a subsequent Phase shall not extend the warranty period for Public  
450 Improvements in a prior Phase; the warranty for each Phase shall be calculated separately).  
451 If any defect should appear during the warranty period, the Developer agrees to make  
452 required replacement or repairs of the defective work at the Developer's own expense.  
453 Furthermore, following such notice to and repair by the Developer, the guarantee period  
454 shall be extended for an additional fourteen (14) month period from the date of Developer's  
455 completion of the repair. All guaranties or warranties for materials or workmanship for  
456 Public Improvements given by contractors or subcontractors which extend beyond the  
457 fourteen (14) month warranty period set forth in this Section are hereby assigned by the  
458 Developer to the Village, and confirmation of same shall be provided to the Village  
459 Engineer.

460  
461 **7. COMPLIANCE WITH LAW.** When performing its obligations under this Agreement,  
462 the Developer shall comply with all terms of this Agreement, relevant laws, ordinances,  
463 and regulations in effect, as promulgated by approving authorities. Where the legal  
464 requirements of approving authorities are conflicting, as set forth herein and in applicable  
465 laws, regulations and ordinances, the Developer shall comply with the most restrictive  
466 requirements provided, however, in the event of a conflict among the provisions in this  
467 Agreement and the Village Ordinances with respect to Phase 1 or Phase 2, this Agreement  
468 shall control.

469  
470 **8. FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer shall pay the Village  
471 for all outstanding fees and assessments levied against the lots within a Phase prior to the  
472 start of construction of the Public Improvements within that Phase, as well as all costs  
473 sustained by the Village as set forth in Section 9.

474  
475 **9. DEVELOPER TO REIMBURSE THE VILLAGE FOR COSTS SUSTAINED.** The  
476 Developer shall reimburse the Village for its actual and reasonable costs of design,  
477 inspection, testing, construction, and associated legal and other fees associated with any

478 Public Improvements or other submittal and reviews required in connection with  
479 construction of Phase, as required by the Village's Ordinances. The Developer shall  
480 maintain an escrow with the Village for payment of same, per Village Ordinance. In the  
481 alternative, as determined by the Village Administrator, the Village shall bill the Developer  
482 monthly for expenses incurred by the Village. Bills outstanding for more than thirty (30)  
483 days shall accrue interest at the rate established by Village Ordinances. Notwithstanding  
484 the foregoing, the Village acknowledges that Developer has paid, simultaneous with the  
485 execution of this Agreement, all costs and expenses payable hereunder accrued to the date  
486 of this Agreement and no further costs and expenses are payable for periods prior to the  
487 date of this Agreement.  
488

489 **10. SURETY.**  
490

491 10.1. The Developer agrees to furnish the Village, prior to the commencement of any  
492 Public Improvement work for a particular Phase under this Agreement, with surety  
493 in the form of an irrevocable Letter of Credit<sup>7</sup>, in a form deemed acceptable by the  
494 Village Attorney, in the amount based on the reasonable estimate of the cost to  
495 complete the Public Improvements for a particular Phase, to secure performance of  
496 the Public Improvement work in accordance with this Agreement and the Village  
497 Ordinances. The amount of the Letter of Credit, and any adjustments thereto, shall  
498 require approval by the Village Board. The Letter of Credit shall be payable at  
499 sight to the Village and will bear an expiration date not earlier than twelve (12)  
500 months after the date of delivery to the Village. The Letter of Credit shall include  
501 a provision requiring that the Village be given written notice not less than thirty  
502 (30) days and not more than sixty (60) days prior to the expiration of the letter.  
503 Developer shall provide a new Letter of Credit satisfactory to the Village not less  
504 than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to  
505 cover the balance of any Public Improvement work to be performed by Developer  
506 for a particular Phase and any sum reasonably required to secure the warranty of  
507 work required by this Agreement to the extent security for warranty work is  
508 required under the Village Ordinances or this Agreement. The Letters of Credit  
509 will be payable to the Village at any time upon presentation of: (i) a sight draft on  
510 the issuing Bank in the amount to which the Village is entitled to draw pursuant to  
511 the terms of this Agreement; (ii) an affidavit executed by an authorized Village  
512 official stating that the Developer is in default under this Agreement (beyond  
513 applicable notice and cure periods); and (iii) the original of the Letter of Credit.  
514

515 10.2. As work progresses on installation of Public Improvements constructed for a  
516 particular Phase as part of this Agreement, the Village Engineer, upon written  
517 request from the Developer from time to time, is authorized to recommend a  
518 reduction in the amount of surety as hereinafter provided. When portions of

---

<sup>7</sup> If the Developer prefers to provide a form of security other than a letter of credit, the Developer must contact the Village Attorney prior to executing this Development Agreement or an amendment for a future Phase, so that appropriate language can be incorporated in the Development Agreement. Please see Wis. Stat. § 236.13 for additional details. The language for letters of credit is in the template because it is the most common form of security provided by Developers in the Village.

519 construction of Public Improvements for a particular Phase are substantially  
520 completed by the Developer, the Village Engineer is authorized, upon submission  
521 of lien waivers by the Developer's contractors, to recommend reduction in the  
522 amount of surety. Any reduction shall require approval by resolution of the Village  
523 Board.  
524

525 10.3. Upon acceptance by the Village of the Public Improvements, as approved by  
526 resolution of the Village Board, the Village agrees to reduce the surety to an amount  
527 which does not exceed ten percent (10%) of the cost of the Public Improvements,  
528 as estimated by the Village Engineer, to secure performance of the guarantee  
529 described in this Agreement.  
530

531 10.4. Developer agrees to provide written notice of the expiration of any Letter of Credit  
532 (or replacement Letter of Credit) provided for herein not less than thirty (30) days  
533 nor more than sixty (60) days prior to its expiration, by sending notice to the  
534 following address:  
535

536 Village Clerk  
537 Village of Windsor  
538 4084 Mueller Road  
539 DeForest, WI 53532  
540

541  
542 **11. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT**  
543 **AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL**  
544 **DOCUMENTS.**  
545

546 11.1. **Declaration of Covenants, Conditions and Restrictions.** Prior to  
547 commencement of construction of Public Improvements under this Agreement for  
548 a particular Phase, Developer shall submit the Declaration of Covenants,  
549 Conditions and Restrictions to the Village Attorney and Village Board for review  
550 and approval as to conformity with the Village Subdivision Ordinance and any  
551 conditions of approval. The Covenants, Conditions and Restrictions shall contain  
552 provisions that provide for site plan and architectural review procedures for all Lots  
553 to ensure that the represented quality of the Public Improvements is maintained.  
554 The Village and Developer acknowledge that a satisfactory form of covenants,  
555 conditions and restrictions have been previously agreed upon in the Covenants,  
556 Conditions and Restrictions for Lots 4-269 and 271-368 were recorded in the Dane  
557 County Register of Deeds office on December 17, 2015 as Document # 5204222.  
558 The Village and Developer agree that, if the Covered Bridge project proceeds on  
559 Lots 1, 2 and 3, revised Covenants, Conditions and Restrictions will need to be  
560 negotiated and recorded, and Lot 270 will need to be subdivided and rezoned for  
561 residential use. (The parties agree that the recorded Covenants, Conditions and  
562 Restrictions referenced above would need to be amended to incorporate the  
563 residential lots created by the subdivision of Lot 270.)  
564

- 565 11.2. **Stormwater Management and Maintenance Agreement.** The Village and  
566 Developer acknowledge that a satisfactory *Declaration of Restrictions and*  
567 *Maintenance Requirements for Stormwater Management Measures and Waiver of*  
568 *Right to Contest Special Assessments and Charges* was recorded in the Dane  
569 County Register of Deeds office on December 17, 2015 as Document # 5204220.  
570
- 571 11.3. **Path Management and Maintenance Agreement.** The Village and Developer  
572 acknowledge that a satisfactory agreement entitled *Requirements for Path*  
573 *Maintenance and Waiver of Right to Contest Special Assessments and Charges* was  
574 recorded in the Dane County Register of Deeds office on December 17, 2015 as  
575 Document # 5204221.  
576  
577
- 578 12. **SURVEY MONUMENTS.** Developer agrees to install all survey monuments for the  
579 final Plat in the manner required by law and Village Ordinance, except that pursuant to  
580 the provisions of Wis. Stat. § 236.15(1)(h), Developer shall have a period of up to five (5)  
581 years after the date of execution of this Agreement by all parties, or the start of  
582 construction of the final Phase of the Development, whichever comes first, within which  
583 to complete installation of all required monuments in the entire Development as required  
584 by law and Village Ordinance. Notwithstanding the foregoing, Developer agrees to  
585 complete all such survey work for each Phase of the Plat by the time of completion of  
586 Public Improvements for such phase of the Plat.  
587
- 588 13. **PARKLAND DEDICATION OR FEE IN LIEU OF DEDICATION.** The Village and  
589 Developer agree that, per the Plat dated June 3, 2015, Developer dedicated 28.9 acres of  
590 parkland, leaving a parkland deficiency of 30.7 acres. Marshes, wetlands, drainageways,  
591 detention facilities and buffer areas (that is, Outlots 1, 3, 4 & 7) do not count toward the  
592 Village's parkland dedication requirements. (*See* calculations in Exhibit 5 of the Original  
593 DA.) As of August 1, 2018, Developer has paid \$424,646.82 as fees in lieu of dedication.  
594 Developer has a continuing responsibility to satisfy all requirements of Village Ordinances  
595 and this Agreement with regard to the dedication of parklands and/or the payment of fees  
596 in lieu of dedication of parklands for the construction of additional residential units in  
597 subsequent Phases. The Village and Developer agree that adjustments in the assumptions  
598 used in Exhibit 5 of the Original DA will result in adjustments to the amounts due and  
599 owing for the fees in lieu of dedication. Fees due shall be based on the rates in effect on  
600 the date of payment under the Village Ordinances. In no event shall Developer be required  
601 to dedicate or pay more fees in lieu of parkland dedication than those required by the  
602 Village Ordinances in effect when a particular Phase is approved. The Developer  
603 acknowledges that, if the number of units in a particular Phase differs from the number of  
604 units in that portion of the Plat when the Plat was approved, additional fees in lieu of  
605 parkland dedication will be due.  
606
- 607 14. **FEE FOR INITIAL IMPROVEMENTS TO PARKLAND PER WIS. STAT.**  
608 **§ 236.45(6) and §66.01617(6)(g).** Developer has a continuing responsibility to satisfy all  
609 requirements of Village Ordinance and State law with regard to the payment of fees for  
610 initial improvements to parkland within the Plat. Developer has paid for Phase 1 (50 single

611 family residential lots at \$1108.89 per lot for a total of \$55,444.50). The Village and  
612 Developer agree that future payments, including those for this Phase 2, shall be due upon  
613 obtaining approvals for a Phase in accordance with this Agreement and Village Ordinances,  
614 based on the rates in effect on the date paid, payable in accordance with Wis. Stat.  
615 §66.01617(6)(g). The Village acknowledges and agrees that the park improvement fees  
616 previously paid and to be paid for future Phases by Developer in connection with the Plat  
617 shall be allocated by the Village for use only in connection with the construction of the  
618 Windsor Community Park (including repayment of the Village's borrowing for  
619 construction of the Windsor Community Park) and the other parks located and to be  
620 constructed within the Plat, as determined by the Village in its reasonable discretion and in  
621 consultation with Developer.

622  
623 15. **NOTICE OF SPECIAL ASSESSMENTS AND IMPACT FEES TO THIRD PARTY**  
624 **PURCHASERS.** Developer shall provide notice to all buyers of lots within the Plat of  
625 existing impact fees and special assessments associated with the lots, if any, that will be  
626 due and owing prior to Village issuance of a building permit. The Village and Developer  
627 agree that, as of the effective date of this Agreement, the special assessments, impact fees  
628 and fees for initial improvements to parkland (described in Section 14 above) for a lot in  
629 Phase 2 are as set forth in **Exhibit 4**, attached hereto and incorporated by reference. The  
630 Developer acknowledges same and waives any right that may exist to contest such fees as  
631 to Phase 2 except with respect to mathematical or clerical errors.

632  
633 16. **GENERAL CONDITIONS.**

634  
635 16.1. **No Vested Rights Granted.** Except as provided by law, or as expressly provided  
636 in this Agreement, no vested right in connection with this Plat shall inure to the  
637 Developer. The Village does not warrant or represent by this Agreement that the  
638 Developer is entitled to any other required approvals.

639  
640 16.2. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or  
641 constitute a waiver of any other provision, nor shall it be deemed or constitute a  
642 continuing waiver unless expressly provided for by a written amendment to this  
643 Agreement signed by both Village and Developer; nor shall the waiver of any  
644 default under this Agreement be deemed a waiver of any subsequent default or  
645 defaults of the same type. The Village's failure to exercise any right under this  
646 Agreement shall not constitute the approval of any wrongful act by the Developer  
647 or the acceptance of any Improvement.

648  
649 16.3. **Village Rights Retained.** The Village does not hereby waive, and expressly  
650 retains, its right to governmental immunity and other defenses that may be available  
651 to the Village. The obligations set forth herein are not intended to, and shall not be  
652 interpreted to, limit the Village's insurance coverage or other similar protections.  
653 To the extent not expressly contracted in this Agreement, the Village retains and  
654 expressly reserves its legislative discretion.

655  
656 16.4. **Amendment/Modification.** This Agreement may be amended or modified only



657 by a written amendment approved and executed by the Village and the Developer.

658  
659 16.5. **Default.** A default is defined herein as a party's breach of, or failure to comply  
660 with, the terms of this Agreement. In the event of either party's breach or default  
661 under this Agreement, the other party shall provide notice and the  
662 breaching/defaulting party shall have a reasonable period of time to cure the breach  
663 or default, as set forth in the notice. The parties shall each have all remedies  
664 available at law or equity as necessary to cure any default. The Village also reserves  
665 to itself the right to draw on a Letter of Credit or other surety as expressly provided  
666 hereunder, in addition to pursuing any other available remedies. The rights and  
667 remedies of the parties shall be cumulative, and the exercise of one shall not  
668 preclude the exercise of others.

669  
670 16.6. **Entire Agreement.** This written Agreement, and written amendments, and any  
671 referenced attachments thereto, shall constitute the entire Agreement between the  
672 Developer and the Village.

673  
674  
675 16.7. **Time.** For the purpose of computing the commencement, abandonment and  
676 completion periods, and time periods for Village or Developer action, such times  
677 in which war, civil disasters, acts of God, or extreme weather conditions occur or  
678 exist shall not be included if such times prevent the Developer or Village from  
679 performing their/its obligations under the Agreement.

680  
681 16.8. **Severability.** If any part, term or provision of this Agreement is held by the courts  
682 to be illegal or otherwise unenforceable, such illegality or unenforceability shall  
683 not affect the validity of any other part, term or provision, and the rights of the  
684 parties will be construed as if the part, term or provision was never part of the  
685 Agreement.

686  
687 16.9. **Benefits.** The benefits and burdens of this Agreement shall be binding upon and  
688 inure to the parties, and their successors and assigns, and run with title to all lots in  
689 the Plat (except those previously conveyed to third-party owners of lots within  
690 Phase 1), subject to the following limitations: (a) Developer may sell, transfer or  
691 convey any portion of the Plat which it owns so long as the portion conveyed  
692 corresponds with a Phase shown on the Phasing Plan and the successor owner  
693 assumes all obligations of Developer under this Agreement with respect to the  
694 applicable Phase, and (b) the Developer shall provide notice of any such sale,  
695 transfer or conveyance to the Village along with a written assumption of all  
696 obligations of Developer under this Agreement with respect to the particular Phase,  
697 including successor developer's contact information, all in recordable form. The  
698 Village shall record the assumption at the successor developer's cost.

699  
700 16.10. **Notice.** Any notice required or permitted by this Agreement shall be deemed  
701 effective when personally delivered in writing or three (3) days after notice is  
702 deposited with the U.S. Postal Service, postage prepaid, either certified mail and

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return receipt requested or as set forth in an Affidavit of Mailing, and addressed as follows:

If to Developer: Bear Tree Farms, Inc.  
Attn: Dwight E. Ziegler  
370 Campbell Hill Court  
DeForest, WI 53532

If to Village: Village of Windsor  
Attn: Village Clerk  
4084 Mueller Road  
DeForest, WI 53532

16.11. **Recordation.** The Village may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office. All costs of recording shall be paid by the Developer.

16.12. **Effective Date.** When executed by both parties, this Agreement shall have an effective date of August 16, 2018.

16.13. **Exhibits.** The following Exhibits attached hereto are incorporated by reference:  
Exhibit 1 – Affected Lots  
Exhibit 2 – Phasing Plan  
Exhibit 3 – Special Provisions  
Exhibit 4 – Phase 2 Special Assessments, Impact Fees and Parkland Improvement Fees

***SIGNATURES ON FOLLOWING 4 PAGES***

733  
734  
735 Executed in Dane County, Wisconsin, on this 20<sup>th</sup> day of August, 2018, to be  
736 effective as of August 16, 2018.

737  
738  
739 **VILLAGE OF WINDSOR**

740  
741  
742 By: Robert E. Wipperfurth  
743 Robert E. Wipperfurth, Village President

744  
745  
746 Attest: Christine Capstran  
747 Christine Capstran, Village Clerk

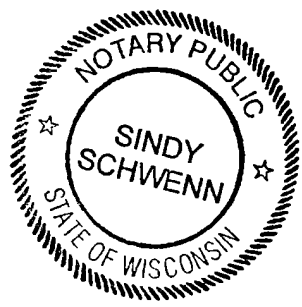
748  
749  
750 **ACKNOWLEDGMENT**

751  
752 STATE OF WISCONSIN )  
753 ) ss.  
754 COUNTY OF DANE )

755  
756 Personally came before me this 20 day of August, 2018, the above-named  
757 Robert E. Wipperfurth and Christine Capstran, President and Clerk of the Village of Windsor,  
758 respectively, to me known to be the persons and officers who executed the foregoing instrument  
759 and acknowledged the same as such officers by the Village's authority.

760  
761 [Signature]

762  
763 Notary Public, State of Wisconsin  
764 My Commission Expires: 3-8-22



766 Executed in Dane County, Wisconsin, on this 16<sup>th</sup> day of August, 2018, to be effective  
767 as of August 16, 2018.

768  
769

770  
771 **DEVELOPER AND OWNER**

Bear Tree Farms, Inc.

772  
773 Steven D. Pederson

774 By: Steven D. Pederson, President

775  
776 Dwight E. Ziegler

777 By: Dwight E. Ziegler, Executive Vice President  
778

779

780  
781 **ACKNOWLEDGMENT**

782

783 STATE OF WISCONSIN )

784 ) ss.

785 COUNTY OF DANE )

786

787 Personally came before me this 16<sup>th</sup> day of Aug, 2018, the above-named Steven D.  
788 Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing  
789 instrument and acknowledged the same on behalf of Bear Tree Farms, Inc.

790  
791 Angie Black

792  
793 Notary Public, State of Wisconsin

794 My Commission Expires: is permat

795

796

797 ***This instrument drafted by:***

798 Constance L. Anderson, for the Village

799 Angie Black, for the Developer

800

**INDEMNIFICATION**

**BY SIGNING HEREUNDER**, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Village of Windsor, as follows: (1) Statz Bros., Inc. owns a portion of the Property in the Plat; (2) the Statz Property is subject to a binding purchase agreement with Bear Tree Farms, Inc.; and, (3) Statz Bros., Inc. has consented to the recording of this Agreement, all as an encumbrance against the Statz Property. Furthermore, by signing hereunder, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, shall and hereby do personally and fully indemnify the Village from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred to the extent related to the untruth of the foregoing representations and warranties. This personal obligation is being entered in the interest of marriage and family and shall not be assigned or released without the express approval and written consent of the Village of Windsor.

Executed in Dane County, Wisconsin, on this 16<sup>th</sup> day of August, 2018.

Steven D. Pederson  
Steven D. Pederson, Individually

Dwight E. Ziegler  
Dwight E. Ziegler, Individually

**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  )ss.  
COUNTY OF DANE                    )

Personally came before me this 16<sup>th</sup> day of August, 2018, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Angela Blad  
Notary Public, State of Wisconsin  
My Commission: is permanent

**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any of its mortgages on the Property to the terms and provisions of this Development Agreement, this 15th day of August, 2018.

WISCONSIN RIVER BANK

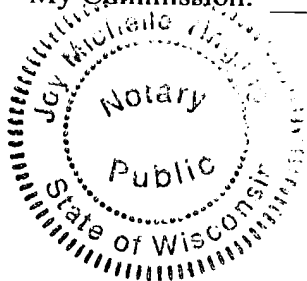
By: Richard T. Arneson  
Richard T. Arneson, President

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF SAUK                    )

On this 15<sup>th</sup> day of August, 2018, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

Joy Michelle Grogg

Notary Public, State of Wisconsin  
My Commission: 1-17-22



**EXHIBIT 1**  
**AFFECTED LOTS**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>	<b>Lot Number</b>	<b>Parcel Number</b>
1	0910-283-0001-1	80	0910-332-0270-1	134	0910-331-2564-1
2	0910-283-0012-1	81	0910-332-0281-1	135	0910-331-2575-1
3	0910-283-0023-1	82	0910-332-0292-1	136	0910-331-2586-1
4	0910-283-0034-1	83	0910-331-2003-1	137	0910-331-2597-1
5	0910-283-0045-1	84	0910-331-2014-1	138	0910-331-2608-1
6	0910-283-0056-1	85	0910-331-2025-1	139	0910-331-2619-1
7	0910-283-0067-1	86	0910-331-2036-1	140	0910-331-2630-1
8	0910-283-0078-1	87	0910-331-2047-1	141	0910-331-2641-1
9	0910-283-0089-1	88	0910-331-2058-1	142	0910-331-4002-1
10	0910-283-0100-1	89	0910-331-2069-1	143	0910-331-4013-1
11	0910-283-0111-1	90	0910-331-2080-1	144	0910-331-4024-1
12	0910-283-0122-1	91	0910-331-2091-1	145	0910-331-4035-1
13	0910-283-0133-1	92	0910-331-2102-1	146	0910-331-2666-1
14	0910-283-6004-1	93	0910-331-2113-1	147	0910-331-2677-1
15	0910-283-6015-1	94	0910-331-2124-1	148	0910-331-2688-1
16	0910-283-6026-1	95	0910-331-2135-1	149	0910-331-2699-1
17	0910-283-6037-1	96	0910-331-2146-1	150	0910-331-2710-1
18	0910-283-6048-1	97	0910-331-2157-1	151	0910-331-2721-1
19	0910-283-6059-1	98	0910-331-2168-1	152	0910-331-2732-1
20	0910-283-6070-1	99	0910-331-2179-1	153	0910-331-2743-1
21	0910-283-6081-1	100	0910-331-2190-1	154	0910-331-2754-1
22	0910-283-6092-1	101	0910-331-2201-1	155	0910-331-2756-1
23	0910-283-6103-1	102	0910-331-2212-1	156	0910-331-2776-1
24	0910-283-6114-1	103	0910-331-2223-1	157	0910-331-2787-1
25	0910-283-6125-1	104	0910-331-2234-1	158	0910-331-2798-1
26	0910-283-6136-1	105	0910-331-2245-1	159	0910-331-2809-1
27	0910-332-0007-1	106	0910-331-2256-1	160	0910-331-2820-1
28	0910-332-0018-1	107	0910-331-2267-1	161	0910-331-2831-1
39	0910-283-6209-1	108	0910-331-2278-1	162	0910-284-4182-1
40	0910-283-6220-1	109	0910-331-2289-1	163	0910-284-4193-1
41	0910-283-6231-1	110	0910-331-2300-1	164	0910-284-4204-1
42	0910-283-6242-1	111	0910-331-2311-1	165	0910-284-4215-1
43	0910-283-6253-1	112	0910-331-2322-1	166	0910-284-4226-1
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49	0910-284-4049-1	118	0910-331-2388-1	172	0910-284-4292-1
50	0910-284-4060-1	119	0910-331-2399-1	173	0910-284-4303-1
51	0910-284-4071-1	120	0910-331-2410-1	174	0910-284-4314-1
52	0910-284-4082-1	121	0910-331-2421-1	175	0910-284-2005-1
53	0910-284-4093-1	122	0910-331-2432-1	176	0910-284-2016-1
54	0910-284-4104-1	123	0910-331-2443-1	177	0910-284-2027-1
55	0910-284-4115-1	124	0910-331-2454-1	178	0910-284-2038-1
56	0910-284-4126-1	125	0910-331-2465-1	179	0910-284-2049-1
57	0910-284-4137-1	126	0910-331-2476-1	180	0910-284-2060-1
58	0910-284-4148-1	127	0910-331-2487-1	181	0910-284-2071-1
59	0910-284-4159-1	128	0910-331-2498-1	182	0910-284-2082-1
60	0910-283-6280-1	129	0910-331- 2509-1	183	0910-284-2093-1
61	0910-283-6291-1	130	0910-331-2520-1	184	0910-284-2104-1
62	0910-283-6302-1	131	0910-331-2531-1	185	0910-284-2115-1
63	0910-283-6313-1	132	0910-331-2542-1	186	0910-284-2126-1
71	0910-332-0171-1	133	0910-331-2553-1	187	0910-284-2137-1

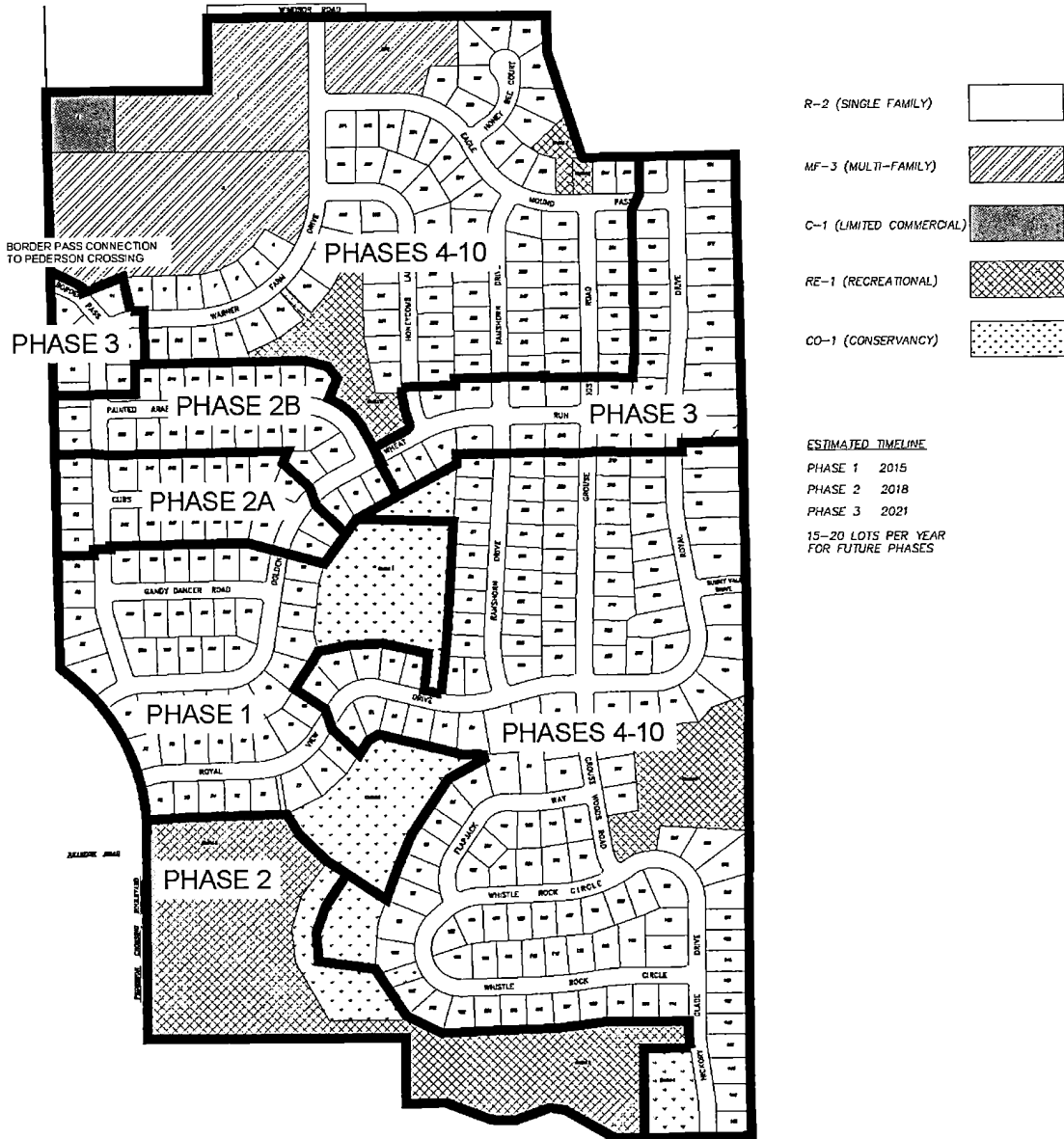
Lot Number	Parcel Number	Lot Number	Parcel Number	Lot Number	Parcel Number
188	0910-284-2148-1	246	0910-284-2256-1	304	0910-283-0264-1
189	0910-284-2159-1	247	0910-284-2267-1	305	0910-283-0275-1
190	0910-284-2170-1	248	0910-284-2278-1	306	0910-283-0286-1
191	0910-284-2181-1	249	0910-284-2289-1	307	0910-283-0297-1
192	0910-284-2192-1	250	0910-284-2300-1	308	0910-283-0308-1
193	0910-284-2203-1	251	0910-284-2311-1	309	0910-283-0319-1
194	0910-284-4334-1	252	0910-284-2322-1	310	0910-283-0330-1
195	0910-284-4345-1	253	0910-284-2333-1	311	0910-283-0341-1
196	0910-284-4356-1	254	0910-284-2344-1	312	0910-283-0352-1
197	0910-284-4367-1	255	0910-284-2355-1	313	0910-283-0363-1
198	0910-284-4378-1	256	0910-284-2366-1	314	0910-283-0374-1
199	0910-284-4389-1	257	0910-284-2377-1	315	0910-283-0385-1
200	0910-284-4400-1	258	0910-284-2388-1	316	0910-283-0396-1
201	0910-284-4411-1	259	0910-284-2399-1	317	0910-283-6377-1
202	0910-284-4422-1	260	0910-284-2410-1	318	0910-283-6388-1
203	0910-284-4433-1	261	0910-284-2421-1	319	0910-283-6399-1
204	0910-284-4444-1	262	0910-284-2432-1	320	0910-283-6410-1
205	0910-284-4455-1	263	0910-284-2443-1	321	0910-283-6421-1
206	0910-284-4466-1	264	0910-284-2454-1	322	0910-283-6432-1
207	0910-284-4477-1	265	0910-284-2465-1	323	0910-283-6443-1
208	0910-284-4488-1	266	0910-284-2476-1	324	0910-283-6454-1
209	0910-284-4499-1	267	0910-284-2487-1	325	0910-283-6465-1
210	0910-284-4510-1	268	0910-284-2498-1	326	0910-283-6476-1
211	0910-284-4521-1	269	0910-284-2509-1	327	0910-283-6487-1
212	0910-284-4532-1	270	0910-284-2520-1	328	0910-283-6498-1
213	0910-284-4543-1	271	0910-283-0151-1	329	0910-283-6509-1
214	0910-284-4554-1	272	0910-283-0162-1	330	0910-283-6520-1
215	0910-284-4565-1	273	0910-283-0173-1	331	0910-283-6531-1
216	0910-284-4576-1	274	0910-284-2544-1	332	0910-283-6542-1
217	0910-284-4587-1	275	0910-284-2555-1	333	0910-283-6553-1
218	0910-284-4598-1	276	0910-284-2566-1	334	0910-283-6564-1
219	0910-284-4609-1	277	0910-284-2577-1	335	0910-283-6575-1
220	0910-284-4620-1	278	0910-284-2588-1	336	0910-283-6586-1
221	0910-284-4631-1	279	0910-284-2599-1	337	0910-283-6597-1
222	0910-284-4642-1	280	0910-284-2610-1	338	0910-283-6608-1
223	0910-284-4653-1	281	0910-284-2621-1	339	0910-283-6619-1
224	0910-284-4664-1	282	0910-284-2632-1	340	0910-283-6630-1
225	0910-284-4675-1	283	0910-284-2643-1	341	0910-283-6641-1
226	0910-284-4686-1	284	0910-284-2654-1	342	0910-283-6652-1
227	0910-284-4697-1	285	0910-284-4885-1	343	0910-283-6663-1
228	0910-284-4708-1	286	0910-284-4896-1	344	0910-283-6674-1
229	0910-284-4719-1	287	0910-284-4907-1	345	0910-283-6684-1
230	0910-284-4730-1	288	0910-284-4918-1	346	0910-283-6696-1
231	0910-284-4741-1	289	0910-284-4929-1	347	0910-283-6707-1
232	0910-284-4752-1	290	0910-284-2670-1	348	0910-283-6718-1
233	0910-284-4763-1	291	0910-284-2681-1	349	0910-283-6729-1
234	0910-284-4774-1	292	0910-284-2692-1	350	0910-283-6740-1
235	0910-284-4785-1	293	0910-284-2703-1	351	0910-283-6751-1
236	0910-284-4796-1	294	0910-284-2714-1	364	0910-283-6894-1
237	0910-284-4807-1	295	0910-284-2725-1	365	0910-283-6905-1
238	0910-284-4818-1	296	0910-283-0196-1	366	0910-283-6916-1
239	0910-284-4829-1	297	0910-283-0207-1	367	0910-283-6927-1
240	0910-284-4840-1	298	0910-283-0218-1		
241	0910-284-4851-1	299	0910-283-6339-1		
242	0910-284-4862-1	300	0910-283-6350-1		
243	0910-284-2223-1	301	0910-283-0231-1		
244	0910-284-2234-1	302	0910-283-0242-1		
245	0910-284-2245-1	303	0910-283-0253-1		



<b>Outlot Number</b>	<b>Parcel Number</b>
1	0910-284-4975-1
2	0910-332-0325-1
3	0910-332-0350-1
4	0910-331-4075-1
5	0910-331-2875-1
6	0910-284-2775-1
7	0910-284-2800-1
8	0910-283-0425-1

<b>Lot Number (Conveyed to 3<sup>rd</sup> Party)</b>	<b>Parcel Number</b>
29	0910-332-0029-1
30	0910-332-0040-1
31	0910-332-0051-1
32	0910-332-0062-1
33	0910-332-0073-1
34	0910-283-6154-1
35	0910-283-6165-1
36	0910-283-6176-1
37	0910-283-6187-1
38	0910-283-6198-1
64	0910-332-0094-1
65	0910-332-0105-1
66	0910-332-0116-1
67	0910-332-0127-1
68	0910-332-0138-1
69	0910-332-0149-1
70	0910-332-0160-1
72	0910-332-0182-1
73	0910-332-0193-1
74	0910-332-0204-1
75	0910-332-0215-1
76	0910-332-0226-1
77	0910-332-0237-1
78	0910-332-0248-1
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361	0910-283-6861-1
362	0910-283-6872-1
363	0910-283-6883-1
368	0910-283-6938-1

## EXHIBIT 2 PHASING PLAN



P:\PROJECTS\2016\116-0177-30\_Bear\_Tree\_Farms\Design\Phase\_2\_Design\116-0177-30\_Phasing\_2018-08-09 - CRAY.dwg

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.  
Authorized by:

*JAK*



BEAR TREE FARMS  
PHASING PLAN  
8/8/18

PHASING SUBJECT TO CHANGE  
BASED ON MARKET CONDITIONS

EXHIBIT 2

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

**Overall:**

**PLANS:** The Village Engineer has no objection to the final OVERALL plans presented by the Developer's Engineer, which plans are dated and marked as follows:

- Bear Tree Farms Preliminary Engineering Plans, dated April 2014, prepared by Vierbicher Associates, Inc.
- Stormwater Management Plan for Bear Tree Farms first prepared by Vierbicher Associates, Inc. on April 30, 2014, and revised on July 9, 2018, for Project #130264—Task 7. (Village Engineer has no objection as to calculations, and provided that stormwater management facilities are constructed on a Phase-by-Phase basis concurrent with related Public Improvements.)

**For a Particular Phase:**

**PLANS:** The Village Engineer has no objection to the final plans for Phases 1 and 2, Outlot 3 sanitary sewer extension, and the Community Park presented by the Developer's Engineers and the Village's consulting engineer (as to the park), which plans are dated and marked as follows:

- Phase 1 Bear Tree Farms Construction Plans, dated July 10, 2015 prepared by Vierbicher Associates, Inc.
- Phase 2 Bear Tree Farms Construction Plans, dated July 23, 2018 prepared by Snyder & Associates Inc.
- Bear Tree Farms Outlot 3 Sanitary Sewer Extension & Stormwater Improvements, dated July 11, 2018 prepared by Vierbicher Associates, Inc.
- Windsor Bear Tree Park Improvements and Shelters, dated May 9, 2018 prepared by Dimension IV/D'Onofrio Kottke and Associates Inc.

**EXHIBIT 4**  
**PHASE 2 SPECIAL ASSESSMENTS, IMPACT FEES AND PARKLAND**  
**IMPROVEMENT FEES**

**Fees for Initial Improvement of Parkland (2018)**

<b>Development Phase</b>	<b>Number of Units</b>	<b>Cost per Unit</b>	<b>Total</b>
Phase 2A	20	\$1,177.59	\$23,551.80
Phase 2B	24	\$1,177.59	\$28,262.16

**Fees Due at Time Building Permit Issued (2018)**

<b>Development Review</b>	<b>Fee</b>
Design Review	\$150.00
Erosion Control	\$100.00
Inspection	<i>(Varies)</i>
Address Assignment	\$40.00
Plan Review	\$50.00
Refuse/Recycling	<i>(Varies)</i>
Wisconsin Permit Seal	\$40.00
Zoning Permit	<i>(Varies)</i>
Public Safety Residential	\$355.00
Traffic Impact Fee (West)	\$891.74
Water Impact Fee	\$3,000.00
Sewer Connection Fee	\$600.00
Unmetered Water Fee	<i>(Varies)</i>

**Special Assessment<sup>1</sup> (as of August 16<sup>th</sup>, 2018)**

<b>Lot</b>	<b>Cost per Lot</b>	<b>Total</b>
100 (Example)	\$4,299.85	\$4,299.85

<sup>1</sup> Details of the Special Assessment are as described in the Development Agreement dated September 25, 2015 By and Between Windsor Sanitary District No. 1 (the "District", a town sanitary district, having offices located at 6716 Park Street, Windsor, Wisconsin 53598-0473, Bear Tree Farms, Inc., a Wisconsin corporation (the "Developer") having offices located at 370 Campbell Hill Court, DeForest, WI 53532; and PC Farm Holdings II, LLC, a Wisconsin limited liability company (the "Vendor"), having offices located at 370 Campbell Hill Court, DeForest, WI 53532.

3 6 4 9 6 1  
T: 8991803

Document No.

**GAS MAIN EASEMENT**

The undersigned, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantee, its successors, and assigns, the perpetual right and easement to construct, lay, operate, maintain, inspect, replace, and remove a pipeline, including valves, metering, regulating, and other appurtenances necessary for the distribution of gas upon, along, under, and through the following described land located in Dane County, Wisconsin:

Seven strips of land, 3 being six (6) feet in width and four being eight (8) feet in width, located in Lots 12-28, 39-47, 317-351, and 365-367, Bear Tree Farms Plat, lying in part of the NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub>; the NW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Section 28; also, the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> and the NW<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub> of Section 33, T9N-R10E, Village of Windsor, Dane County, Wisconsin, said strips being more particularly described as follows:

Said strips shall be as depicted on the attached Exhibits.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5460138  
12/17/2018 10:48 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 5

THIS SPACE RESERVED FOR RECORDING DATA

Return To:  
Rights-of-Way Department  
Madison Gas and Electric Co.  
PO Box 1231  
Madison WI 53701-1231

PIN \_\_\_\_\_

MGE Easement No. 16712

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantee shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The Grantor shall have the right to use and enjoy the surface of the easement conveyed hereby but shall not interfere with the use of same by Grantee for purposes hereinabove granted. The Grantor shall not build, create, or construct any buildings or other structures; plant trees; inundate; or change the grade of said easement, nor permit others to do so without the express written consent of the Grantee. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

This Agreement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Easement.

WITNESS, the hand and seal of the Grantor(s) this 10<sup>th</sup> day of December, 2018.

BEAR TREE FARMS, INC.

\_\_\_\_\_  
(SEAL)

Dwight E. Ziegler (SEAL)

Print or type name (and title)

Dwight E. Ziegler Exec. Vice President  
Print or type name (and title)

STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the above-named \_\_\_\_\_

to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

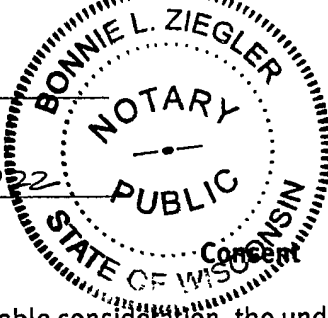
\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF WISCONSIN )ss  
COUNTY OF DANE )

Personally came before me this 10<sup>th</sup> day of December 2018 the above-named Dwight E. Ziegler,  
Executive Vice President and \_\_\_\_\_ Secretary  
of the above-named corporation, to me known (or satisfactorily proven) to be such persons and officers who executed the foregoing instrument and acknowledge that they executed the same as such officers, by its authority, for the purposes therein contained.

Bonnie L. Ziegler  
Notary Public Bonnie L. Ziegler  
State of Wisconsin  
My commission expires 11/18/2022



In consideration of \$1.00 and other valuable consideration, the undersigned hereby adopts and joins in the execution of the above and foregoing Gas Main Easement grant (and does hereby subordinate its mortgage/lease thereto) and consents to the enjoyment by the Grantee therein of the rights by said grant. Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

**ACKNOWLEDGMENT**

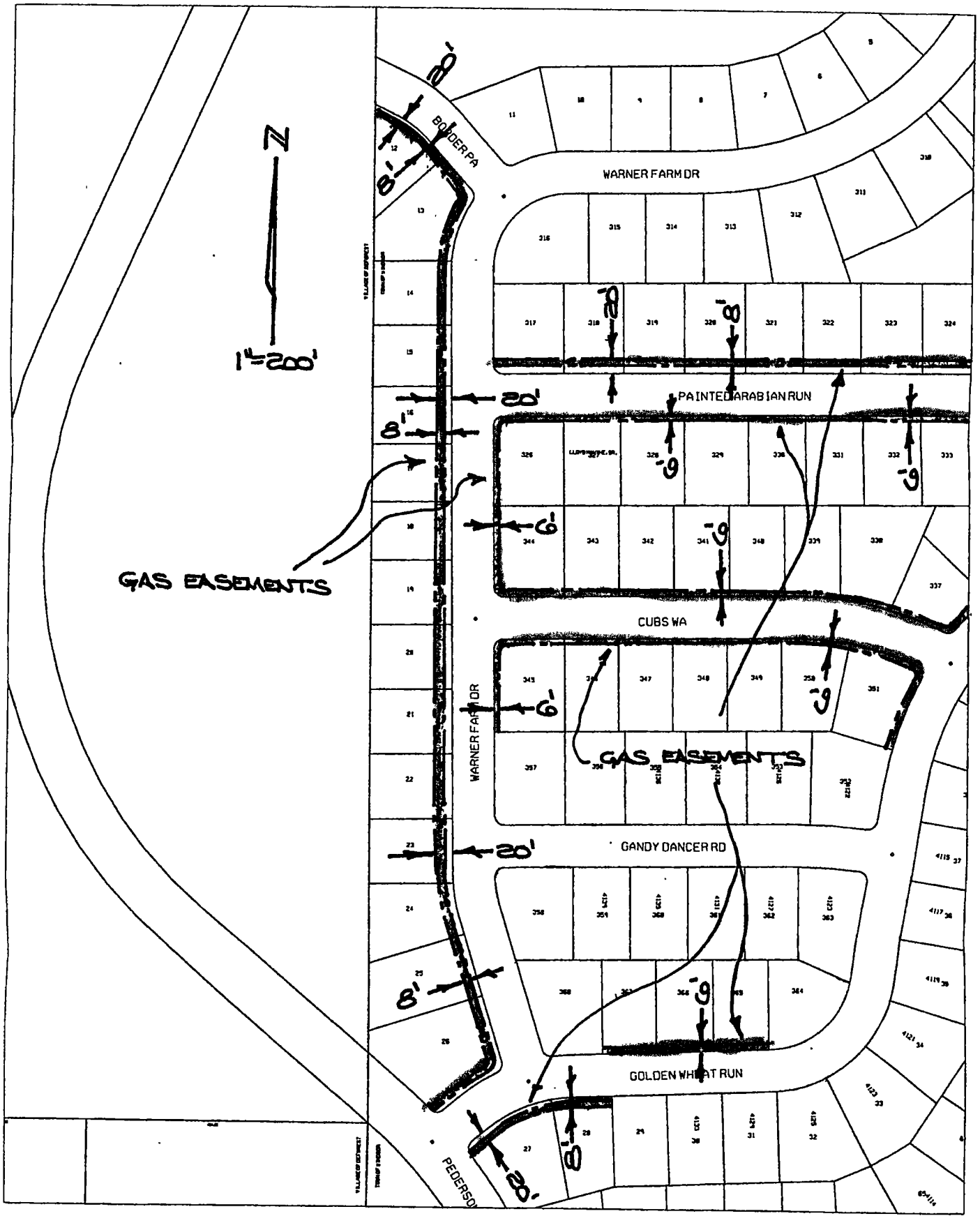
STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the above-named \_\_\_\_\_

to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument drafted by  
Madison Gas and Electric Company  
Drafter: Michael J. Halcarz

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_



GAS EASEMENTS



WARNER FARM DR

PAINTED ARABIAN RUN

CUBS WA

GAS EASEMENTS

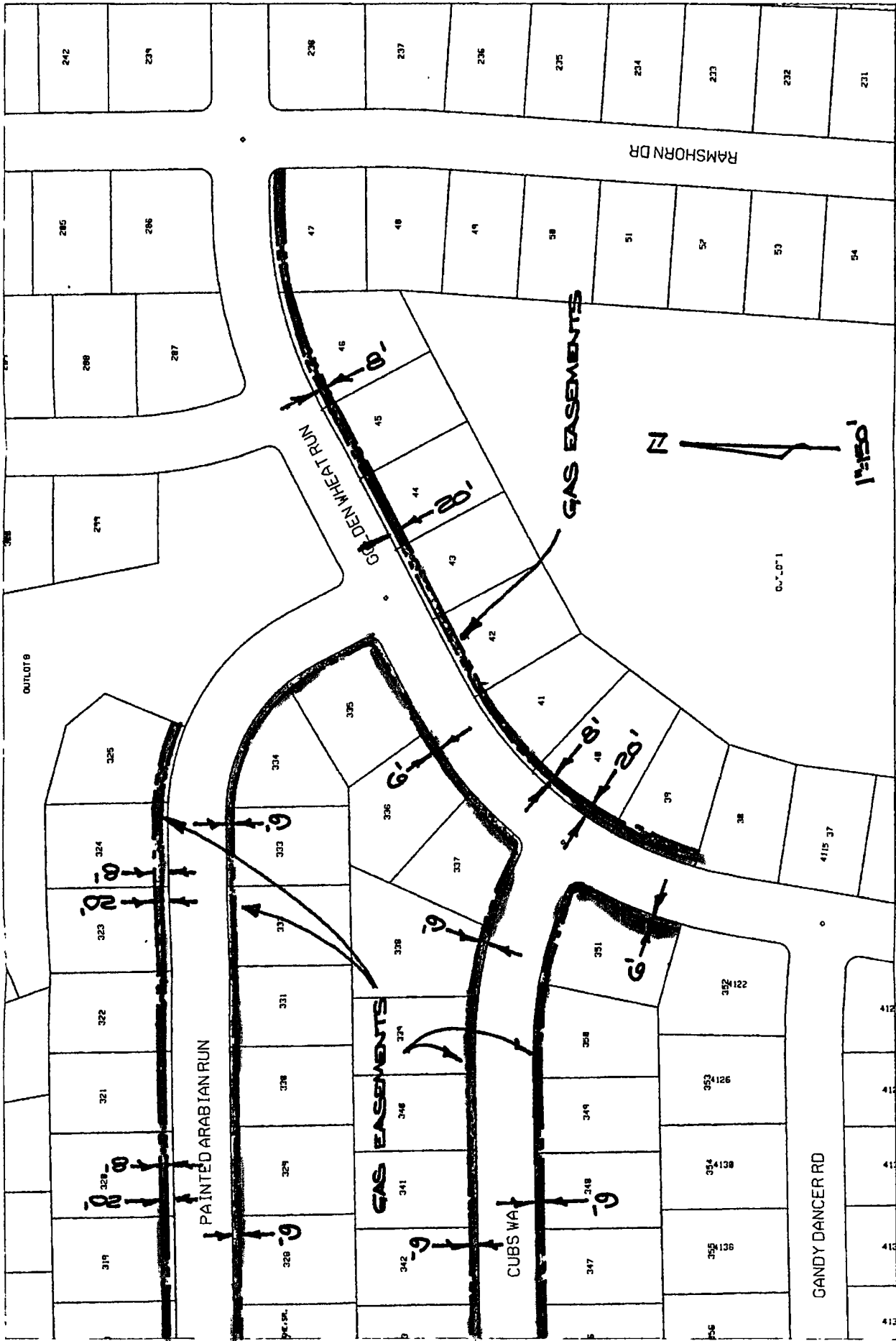
GANDY DANCER RD

GOLDEN WHEAT RUN

PEDIERSO

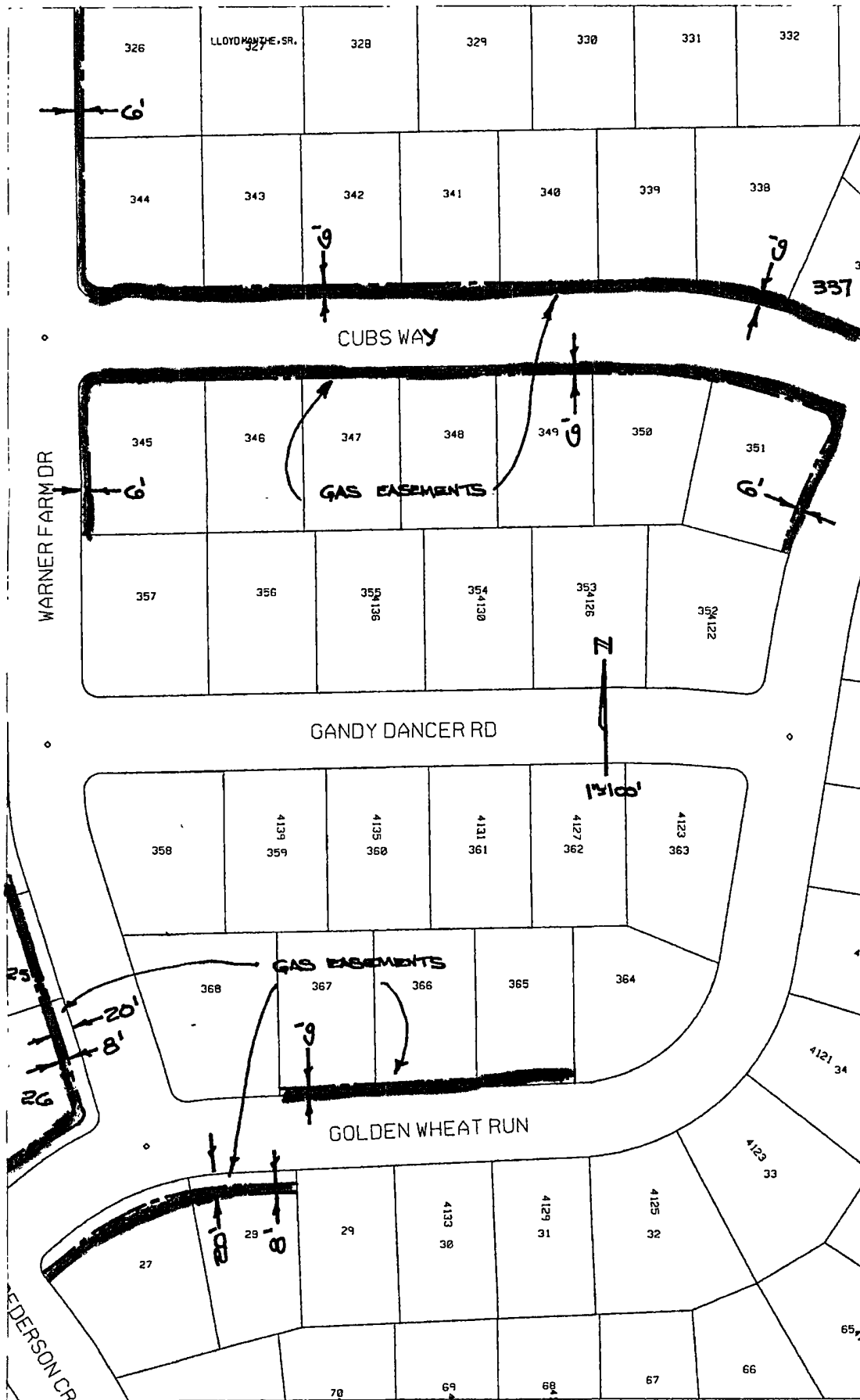
VILLAGE OF BOURBON

TOWN OF BOURBON



211





**PLAT OF BEAR TREE FARMS,  
LOCATED IN THE VILLAGE OF WINDSOR,  
DANE COUNTY, WISCONSIN:**

**AMENDMENT TO AGREEMENT FOR PUBLIC  
IMPROVEMENTS AND DEVELOPMENT MATTERS  
FOR PHASE 4  
(“Phase 4 Amendment”)**

**This Phase 4 Amendment amends the Agreement for Public Improvements and Development Matters for the Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin (the “Agreement”), which Agreement was executed to be effective on August 16, 2018, and recorded in the Dane County Register of Deeds office on August 21, 2018 as Document # 5435598.**

*See Exhibit 1 for a complete list of legal descriptions and Parcel Identification Numbers Affected by this Agreement (the “Affected Lots”).*

**AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR PHASE 4**

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment” or “Phase 4 Amendment”) is made and entered into by and between Bear Tree Farms, Inc. (“BTF”), a Wisconsin corporation, with its principal business office located at 370 Campbell Hill Court, DeForest, WI 53532, PC FARMS HOLDING II, LLC (“PCF”), a Wisconsin limited liability company, with its principal business office located at 370 Campbell Hill Court, DeForest, WI 53532 (together, “Owner”) and the Village of Windsor (“Village”), a municipal corporation, with its principal business office located at 4084 Mueller Road, DeForest, WI 53532, to be effective when executed by both parties.**

**RECITALS**

**WHEREAS, the Development Agreement entered into by BTF and the Village as of August 16, 2018 and recorded in the Dane County Register of Deeds Office on August 21, 2018 as Document # 5435598 (the “Plat Development Agreement”) applies to all of the lots in the Plat of Bear Tree Farms (“Plat”) and requires that the parties amend the Agreement to provide for approval of each phase of the development; and**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5488235  
05/16/2019 10:35 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 13**

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:  
Amy Schweppe Anderson, Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532  
DRAFTED BY:  
Constance L. Anderson, as Special Counsel to  
Village of Windsor

PARCEL IDENTIFICATION NUMBERS  
*See Exhibit 1*

**WHEREAS**, BTF acknowledges its interest as land contract vendee and PCF acknowledges its interest as land contract vendor of the Plat, except as to the lots conveyed to third parties and as specified on Exhibit 1, and together represent to the Village full authority to bind the lots in the Plat as set forth in this Phase 4 Amendment and the Plat Development Agreement, which is hereby ratified as if executed by both BTF and PCF; and

**WHEREAS**, Bear Tree Farms, Inc. ("**BTF**") has requested approval of Phase 4 of the Plat, and the Village of Windsor ("**Village**") wishes to approve Phase 4 on the terms and conditions set forth in this Amendment; and

**WHEREAS**, this Amendment is made for the mutual benefit of BTF, PCF and the Village, each and all of whom acknowledge that the terms and conditions set forth herein are supported by good and valuable consideration that provides a sufficient basis for each party to be bound as set forth in the Agreement and this Amendment.

### **AGREEMENT**

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

1. **PLAT DEVELOPMENT AGREEMENT AMENDMENT REQUIRED.** Sections 1.2 and 1.3 of the Plat Development Agreement require Village approval of each phase of development within the Plat and a written amendment confirming Village approval and conditions. This Amendment to Plat Development Agreement ("**Phase 4 Amendment**" or "**Amendment**") satisfies this requirement as to Phase 4. When fully executed, the Amendment shall be recorded by the Village, at BTF's expense.
2. **APPROVAL OF PHASE 4 OF THE PLAT.** This Amendment confirms that Phase 4 of the Plat has been approved by the Village, subject to the following terms and conditions:
  - 2.1. **Property Included in Phase 4.** Phase 4 includes Lots 1, 2 and 3 of the Plat ("**Phase 4 Property**"), which may be subsequently further divided by two certified survey maps ("**CSMs**").
  - 2.2. **Phasing Plan Amended.** The Phasing Plan depicted on **Exhibit 2**, which is attached and incorporated by reference, is hereby approved.
  - 2.3. **Separate Project Development Agreement Required for Phase 4.** In addition to this Amendment to the Plat Development Agreement, the "**Covered Bridge Project Development Agreement**" for the Phase 4 Property (the "**Covered Bridge Project**") must be executed prior to development of the Phase 4 Property. Owner acknowledges that the Phase 4 Property shall be subject to the Covered Bridge Project Development Agreement to be executed by and between the Village and Covered Bridge Holdings, LLC (the "**Covered Bridge Developer**").

- 2.4. **Revision of Declaration of Covenants, Conditions and Restrictions Required.** The Village and Owner agree that, because the Covered Bridge Project is set to proceed on Lots 1, 2 and 3, the existing Covenants, Conditions and Restrictions will need to be revised and the terms of same will need to be acceptable to the Village and the Covered Bridge Developer. Owner agrees to and shall execute a release of the existing Declaration of Covenants, Conditions and Restrictions recorded as Document #5204223 in the Dane County Register of Deeds Office on December 17, 2015, which release shall be in a form acceptable to Owner, Covered Bridge Developer and the Village. The release shall be held in escrow by the title company closing the transaction between the Owner and the Covered Bridge Developer, and the release shall only be recorded concurrent with recording of the fully executed Covered Bridge Project Development Agreement.
- 2.5. **Phase 4 Special Assessments.** The Phase 4 Property is subject to special assessments (the “**Special Assessment**”), which shall be paid in full concurrent with conveyance of the Phase 4 Property to the Covered Bridge Developer. The Special Assessment due as of May 9, 2019 is \$ 252,341.16, as detailed on Exhibit 3, which is attached and incorporated by reference.
3. **EXECUTION BY BEAR TREE FARMS, INC., AS LAND CONTRACT VENDEE, AND PC FARMS HOLDING II, LLC, AS LAND CONTRACT VENDOR.** The persons executing this Phase 4 Amendment do hereby warrant and represent that they are duly authorized to bind the undersigned BTF and PCF, as set forth below, and that BTF and PCF are the owners of the property affected by the Plat Development Agreement and this Phase 4 Amendment, all as set forth in Exhibit 1, which is attached hereto and incorporated by reference, and have the right to bind the Plat as set forth in the Plat Development Agreement and this Phase 4 Amendment.
4. **RATIFICATION OF PLAT DEVELOPMENT AGREEMENT.** Except as modified by this Amendment, the Plat Development Agreement is fully ratified and remains binding on the parties hereto.
5. **RATIFICATION OF DEED RESTRICTION REGARDING LOT 270.** The Deed Restriction Regarding Lot 270 recorded as Document # 5214218 on February 10, 2016 in the Dane County Register of Deeds Office is hereby ratified and remains in full force and effect. The parties hereto acknowledge and agree that the term “Concept Plan” referenced in paragraph 3 of the Deed Restriction Regarding Lot 270 is the transaction between Owner and the Covered Bridge Developer set forth in the Covered Bridge Project Development Agreement. Therefore, the Deed Restriction Regarding Lot 270 shall not be terminated and remains binding on the parties hereto.
6. **EXHIBITS.** The following Exhibits attached hereto are incorporated by reference:  
Exhibit 1 Affected Lots  
Exhibit 2 Phasing Plan Amended for Phase 4  
Exhibit 3 Special Assessments Due At Closing

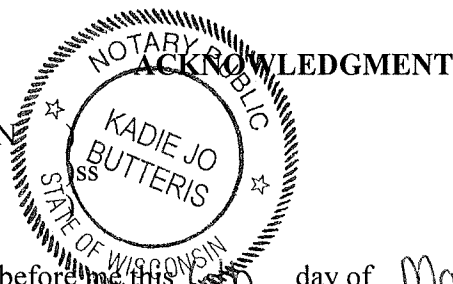
**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed in Dane County, Wisconsin to take effect when executed by all parties.

Executed in Dane County, Wisconsin, on this 6<sup>th</sup> day of May, 2019, to be effective as of May 6, 2019.

**VILLAGE OF WINDSOR**

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

Attest: Christine Capstran  
Christine Capstran, Village Clerk



STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 6<sup>th</sup> day of May, 2019, the above-named Robert E. Wipperfurth and Christine Capstran, President and Clerk of the Village of Windsor, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the Village's authority.

Kadie Jo Butteris  
Notary Public, State of Wisconsin  
My Commission Expires: 4/6/2021

Executed in Dane County, Wisconsin, on this 8<sup>th</sup> day of May, 2019.

BEAR TREE FARMS, INC., as Owner of the Property (Land Contract Vendee)

By: Steven D. Pederson  
Steven D. Pederson, President

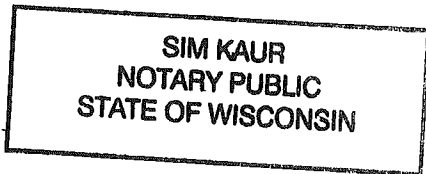
By: Dwight E. Ziegler  
Dwight E. Ziegler, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Steven D. Pederson, as President of Bear Tree Farms, Inc., and Dwight E. Ziegler, as Executive Vice President of Bear Tree Farms, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Sim Kaur  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2013



Executed in Dane County, Wisconsin, on this 8<sup>th</sup> day of May, 2019.

PC FARMS HOLDING II, LLC, as Owner of the Property (Land Contract Vendor)

By: Steven D. Pederson  
Steven D. Pederson, Member  
and Authorized Representative

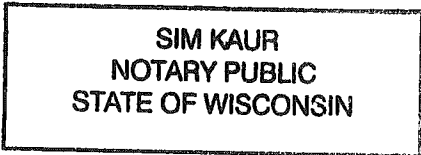
By: Dwight E. Ziegler  
Windsor Associates, Ltd., Member  
By Dwight E. Ziegler, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Steven D. Pederson, as member of PC Farms Holding II, LLC, and the above-named Dwight E. Ziegler, as the President of Windsor Associates, Ltd., a member of PC Farms Holding II, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such entity.

Sim  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2023



***This instrument drafted by:***  
Constance L. Anderson, for the Village

**INDEMNIFICATION**

**BY SIGNING HEREUNDER**, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Village of Windsor, as follows: (1) Statz Bros., Inc. owns a portion of the Property in the Plat; (2) the Statz Property is subject to a binding purchase agreement with Bear Tree Farms, Inc.; (3) Statz Bros., Inc. has consented to the recording of this Agreement, all as an encumbrance against the Statz Property; and, (4) the Phase 4 Property is subject to a real estate purchase agreement with T Wall Enterprises, LLC and/or its affiliates or assigns. Furthermore, by signing hereunder, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, shall and hereby do personally and fully indemnify the Village from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred to the extent related to the untruth of the foregoing representations and warranties. This personal obligation is being entered in the interest of marriage and family and shall not be assigned or released without the express approval and written consent of the Village of Windsor.

Executed in Dane County, Wisconsin, on this 8<sup>th</sup> day of May, 2019.

Steven D. Pederson  
Steven D. Pederson, Individually

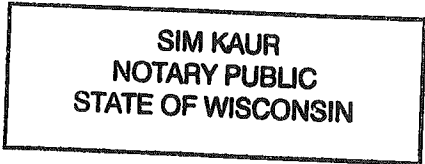
Dwight E. Ziegler  
Dwight E. Ziegler, Individually

**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

Personally came before me this 8<sup>th</sup> day of May, 2019, the above-named Steven D. Pederson and Dwight E. Ziegler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Sim Kaur  
Notary Public, State of Wisconsin  
My Commission: March 7<sup>th</sup> 2023





**CONSENT OF MORTGAGEE**

The undersigned, Wisconsin River Bank, consents to and subordinates the liens of any of its mortgages on the Property to the terms and provisions of this Development Agreement, this 10<sup>th</sup> day of MAY, 2019.

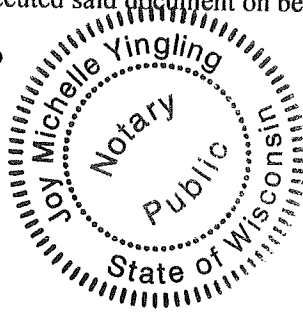
WISCONSIN RIVER BANK

By: Richard T. Arneson  
Richard T. Arneson, President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF SAUK             )

On this 10<sup>th</sup> day of MAY, 2019, before me, a Notary Public, personally appeared Richard T. Arneson, President of Wisconsin River Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wisconsin River Bank.

Joy Michelle Yingling  
Joy Michelle Yingling  
Notary Public, State of Wisconsin  
My Commission: 11/7/22



**EXHIBIT 1**  
**AFFECTED LOTS**

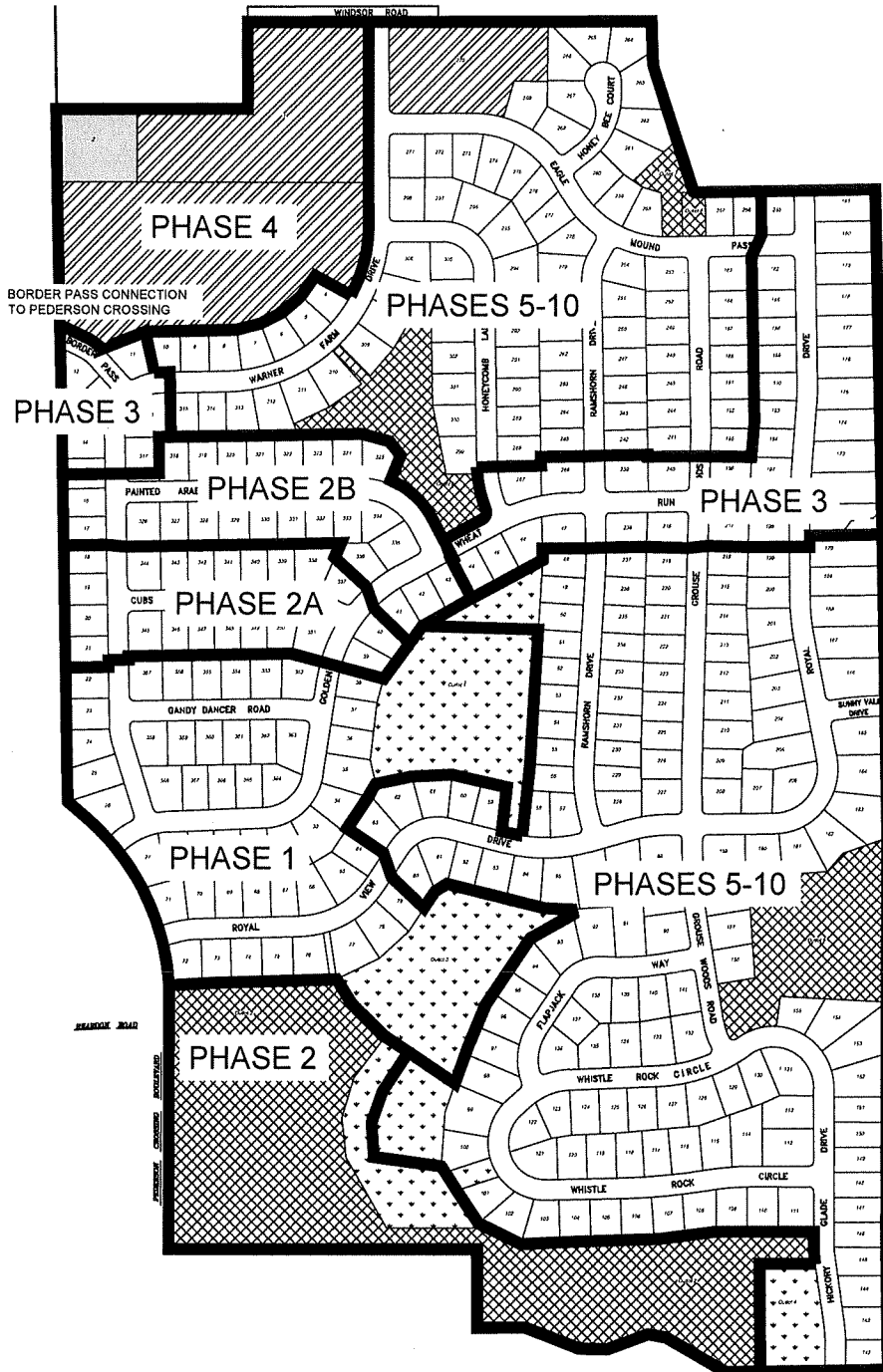
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225	0910-284-4675-1	283	0910-284-2643-1	341	0910-283-6641-1
226	0910-284-4686-1	284	0910-284-2654-1	342	0910-283-6652-1
227	0910-284-4697-1	285	0910-284-4885-1	343	0910-283-6663-1
228	0910-284-4708-1	286	0910-284-4896-1	344	0910-283-6674-1
229	0910-284-4719-1	287	0910-284-4907-1	345	0910-283-6684-1
230	0910-284-4730-1	288	0910-284-4918-1	346	0910-283-6696-1
231	0910-284-4741-1	289	0910-284-4929-1	347	0910-283-6707-1
232	0910-284-4752-1	290	0910-284-2670-1	348	0910-283-6718-1
233	0910-284-4763-1	291	0910-284-2681-1	349	0910-283-6729-1
234	0910-284-4774-1	292	0910-284-2692-1	350	0910-283-6740-1
235	0910-284-4785-1	293	0910-284-2703-1	351	0910-283-6751-1
236	0910-284-4796-1	294	0910-284-2714-1	364	0910-283-6894-1
237	0910-284-4807-1	295	0910-284-2725-1	365	0910-283-6905-1
238	0910-284-4818-1	296	0910-283-0196-1	366	0910-283-6916-1
239	0910-284-4829-1	297	0910-283-0207-1	367	0910-283-6927-1
240	0910-284-4840-1	298	0910-283-0218-1		
241	0910-284-4851-1	299	0910-283-6339-1		
242	0910-284-4862-1	300	0910-283-6350-1		
243	0910-284-2223-1	301	0910-283-0231-1		
244	0910-284-2234-1	302	0910-283-0242-1		
245	0910-284-2245-1	303	0910-283-0253-1		

<b>Outlot Number</b>	<b>Parcel Number</b>
1	0910-284-4975-1
2	0910-332-0325-1
3	0910-332-0350-1
4	0910-331-4075-1
5	0910-331-2875-1
6	0910-284-2775-1
7	0910-284-2800-1
8	0910-283-0425-1

<b>Lot Number (Conveyed to 3<sup>rd</sup> Party)</b>	<b>Parcel Number</b>		
29	0910-332-0029-1	357	0910-283-6717-1
30	0910-332-0040-1	358	0910-283-6828-1
31	0910-332-0051-1	359	0910-283-6839-1
32	0910-332-0062-1	360	0910-283-6850-1
33	0910-332-0073-1	361	0910-283-6861-1
34	0910-283-6154-1	362	0910-283-6872-1
35	0910-283-6165-1	363	0910-283-6883-1
36	0910-283-6176-1	368	0910-283-6938-1
37	0910-283-6187-1		
38	0910-283-6198-1		
64	0910-332-0094-1		
65	0910-332-0105-1		
66	0910-332-0116-1		
67	0910-332-0127-1		
68	0910-332-0138-1		
69	0910-332-0149-1		
70	0910-332-0160-1		
72	0910-332-0182-1		
73	0910-332-0193-1		
74	0910-332-0204-1		
75	0910-332-0215-1		
76	0910-332-0226-1		
77	0910-332-0237-1		
78	0910-332-0248-1		
79	0910-332-0259-1		
352	0910-283-6762-1		
353	0910-283-6773-1		
354	0910-283-6784-1		
355	0910-283-6795-1		
356	0910-283-6806-1		

# EXHIBIT 2 - PHASING PLAN



- R-2 (SINGLE FAMILY)
- MF-3 (MULTI-FAMILY)
- C-1 (LIMITED COMMERCIAL)
- RE-1 (RECREATIONAL)
- CO-1 (CONSERVANCY)

ESTIMATED TIMELINE  
 PHASE 1 2015  
 PHASE 2 2018  
 PHASE 3 2021  
 PHASE 4 2019  
 15-20 LOTS PER YEAR  
 FOR FUTURE PHASES

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BEAR TREE FARMS  
 PHASING PLAN  
 10/16/2018

PHASING SUBJECT TO CHANGE  
 BASED ON MARKET CONDITIONS

EXHIBIT 3

BEAR TREE FARMS  
SPECIAL ASSESSMENTS FOR PHASE 4  
COVERED BRIDGE RESIDENCES  
MAY 2, 2019

**Special Assessment (as of May 9, 2019 Rates - Due at Closing)**

<b>Lot No.</b>	<b>ERUs</b>	<b>Rate (\$4,672.98)</b>
1	20.0	\$ 93,459.69
2	4.0	\$ 18,691.94
3	30.0	\$ 140,189.53
SUM	54.0	\$ 252,341.16

*Note: Per Diem is \$0.48/Day*