

WINDSOR TOWN BOARD

RESOLUTION 2015-12

**RESOLUTION APPROVING MEMORANDUM OF DEVELOPMENT
AGREEMENT AND DECLARATION RESTRICTING SALE OR TRANSFER OF
LOTS PRIOR TO COMPLIANCE WITH REQUIREMENTS
("DECLARATION")
FOR BLUE ADDITION TO LAKE WINDSOR,
TOWN OF WINDSOR, DANE COUNTY, WI**

WHEREAS, Windsor Golf Ventures, Inc. ("Petitioner") has applied for approval of the Final Plat of Blue Addition to Lake Windsor ("Final Plat") located in the Town of Windsor, Dane County, Wisconsin; and

WHEREAS, as a condition of approval of the Final Plat, the Petitioner and Town are required to enter the Declaration, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, at its regularly scheduled meeting on March 19, 2015, the Town Board reviewed the terms and conditions of the Declaration, and wishes to approve the Declaration as presented.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor as follows:

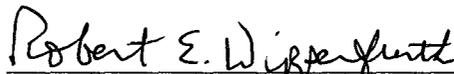
- A. The Town Board **APPROVES** the attached Declaration, **subject to each and every one of the following conditions:**
1. Subject to execution by the Developer, by its duly authorized representatives, and the Town by the Town Chairperson and attested to by the Town Clerk.
 2. Subject to recording at the Dane County Register of Deeds Office by the Town, at the Developer's expense, with a copy of the recorded document returned to the Developer and Town Attorney.
 3. Subject to Developer's reimbursement to the Town of Windsor for all costs and expenses incurred by the Town of Windsor in connection with the review and approval of this Resolution and the

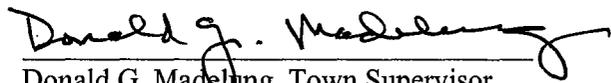
development associated therewith, including, but not limited to, the cost of professional services incurred by the Town of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.

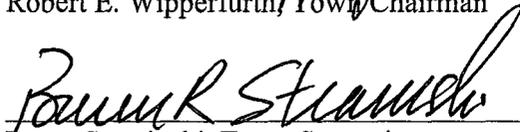
- B. The Town Board's approval expires on December 31, 2015. Time is of the essence.
- C. It is the Petitioner's obligation to timely satisfy those conditions adopted by the Town Board, and to provide satisfactory verification of compliance to the Town. Any necessary or requested reviews or submissions to the Town for determinations of compliance with this Resolution shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on the 19th day of March, 2015 by a vote of 4 in favor and 0 opposed.

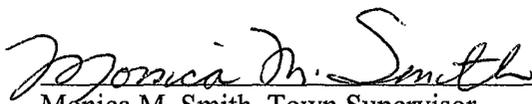
TOWN OF WINDSOR

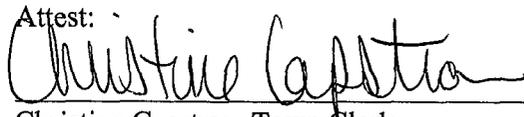

Robert E. Wipperfurth, Town Chairman


Donald G. Madelung, Town Supervisor


Bruce Stravinski, Town Supervisor

Excused Absence
Alan Buchner, Town Supervisor


Monica M. Smith, Town Supervisor

Attest:

Christine Capstran, Town Clerk



8 8 8 3 4 7 2
Tx:8682701

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5170543**

07/22/2015 3:41 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

**PLAT OF BLUE ADDITION TO LAKE WINDSOR,
AND LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP
13005 RECORDED AS DOC. NO. 4144251,
ALL LOCATED IN THE TOWN OF WINDSOR,
DANE COUNTY, WISCONSIN:**

**MEMORANDUM OF DEVELOPMENT AGREEMENT
AND DECLARATION RESTRICTING SALE OR
TRANSFER OF LOTS PRIOR TO COMPLIANCE
WITH REQUIREMENTS**

RECITALS

WHEREAS, Windsor Golf Ventures, Inc., a Wisconsin corporation ("**Owner**") and owner of Lots 1 through 13 (inclusive) in the plat known as Plat of Blue Addition to Lake Windsor, a recorded plat in Volume 60-037B of Plats on Pages 185, as Document Number 5163055 in the office of the Register of Deeds for Dane County, Wisconsin (the "**Plat**"), and Lots 1, 2 and 3 of Certified Survey Map 13005, recorded in the Dane County Register of Deeds Office as Document No. 4144251 (the "**CSM**") has requested from the Town of Windsor ("**Windsor**") the authority to construct necessary public infrastructure in the Plat and CSM and market the lots in the Plat and CSM (collectively, "**Lots**"); and

WHEREAS, the Owner has obtained from Windsor the authority to construct necessary public infrastructure in the Plat and CSM to serve the Lots, which are further described on Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Owner's authority to proceed with construction is subject to, among other things, the Owner recording this memorandum of the development agreement by and between the Owner and Windsor and a deed restriction restricting the sale or transfer of the Lots without first obtaining and recording the written prior approval of 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 Owner declares as follows, agreeing to be bound to Windsor and Windsor's successors in interest:

1. **Declaration of Restriction on Transfer of Lots; Release of Restriction.** The Owner declares and hereby agrees that the Lots shall not be sold or transferred until such time as an instrument is recorded by the Town of Windsor in the Dane County Register of Deeds office, approving the sale or transfer of said Lots.

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THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

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

See Exhibit A
(Parcel Identification Numbers)

The Owner shall be entitled to a release of the restriction on transfer at such time as the Owner has satisfied the requirements set forth in the Town Board Resolution approving the final plat of the Plat of Blue Addition to Lake Windsor, Dane County, Wisconsin. Town staff may make this determination, or may request input from the Town Board. The requirements set forth in said Town Board Resolution include, but are not limited to, execution and recording of the following documents, which shall encumber the Lots, and run with the land:

- a. **Development Agreement.**
- b. **Declaration Restricting Transfer Prior to Compliance.**
- c. **Stormwater Maintenance Agreement regarding Drainageways and Detention Pond for the Lots.**
- d. **Declaration of Covenants, Restrictions, Conditions and Easements for the Lots.**

The aforementioned documents run with the land and are binding on the Owner and the Owner's heirs, successors and assigns.

2. Notices. Please take notice:

- a. **Lots 4, 5 and 13 of the Plat are subject to and burdened by a thirty (30) foot wide Sanitary Sewer Easement held by Madison Metropolitan Sewerage District. The easement is fifteen (15) feet wide on either side of the sanitary sewer, which is the centerline. See Plat and recorded easement (Document Number 1275719) for additional information.**
- b. **Lots 11, 12 & 13 of the Plat are subject to and burdened by a thirty (30) foot wide Sanitary Sewer Easement held by Lake Windsor Sanitary District (LWSD). The easement is fifteen (15) feet wide on either side of the sanitary sewer, which is the centerline. See Plat and recorded easement (Document Number 1387600) for additional information.**
- c. **Lots 1 to 6 (inclusive), 12 and 13 of the Plat are within a shoreland zone and may be subject to erosion control requirements. (That is, these lots are within 300 feet of the ordinary high water mark (OHWM) of the Yahara River.)**

- 3. Development Agreement Binding; Runs With Land.** The Owner acknowledges that it has entered into a Development Agreement with Windsor regarding the Development of the Plat and CSM ("Development Agreement"), which Development Agreement sets forth the Owner's obligations with respect to installation and completion of public improvements and other matters relating to the Plat and CSM, and Owner agrees to be bound thereby. A fully executed original of the Development Agreement is available in the Town Hall of the Town of Windsor (currently at 4084 Mueller Road, DeForest, WI 53532) and shall be recorded in the Dane County Register of Deeds office. The Development Agreement encumbers the Lots, and runs with the land. Therefore, the Development Agreement is binding on the Owner and the Owner's heirs, successors and assigns. The Development Agreement expires by its own terms upon Owner's completion and satisfaction of the obligations set forth therein.

4. **Dedication of Outlot 1 of the Plat to Windsor for Parkland; Park Improvement Fees.** The Owner hereby dedicates Outlot 1 of the Plat to the Town of Windsor as parkland and Windsor accepts dedication of same at such time as the Owner substantially completes installation of the public infrastructure as described in the Development Agreement. Prior to Windsor's acceptance of the dedication, the Owner shall maintain Outlot 1 at the Owner's sole expense. The Owner's dedication of Outlot 1 as parkland fully satisfies the parkland dedication requirements set forth in Town Ord. sec. 38-636 "Calculation for Dedication of Parks and Open Space."

Prior to Windsor's execution of the Plat, the Owner shall pay the Park Improvement Fees due under Town Ord. sec. 38-639 "Required Improvements" for Lots 1-13 (inclusive) of the Plat. The Park Improvement Fees shall be used for improvements to the parkland in the Plat.

5. **Binding on Successors and Assigns.** This Declaration shall be binding on the Owner's heirs, successors and assigns. If Windsor's governmental structure changes as a result of incorporation, merger or consolidation, this Agreement shall continue in force and the new government entity shall be considered Windsor's successor with respect to this Agreement, without the need for further action by the Owner or Windsor.

IN WITNESS WHEREOF, Windsor Golf Ventures, Inc., Owner, has caused this Declaration to be signed by Timothy W. Gotzcion, President of Windsor Golf Ventures, Inc., its authorized representative, in Dane County, Wisconsin this 11th day of March, 2015.

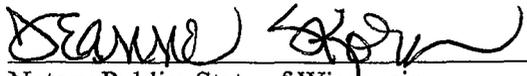
WINDSOR GOLF VENTURES, INC.

By: 
Timothy W. Gotzcion, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF DANE)

Personally came before me this 11th day of March, 2015, the above-named Timothy W. Gotzcion, who identified himself as the President and duly authorized representative of Windsor Golf Ventures, Inc., and who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission is Permanent/Expires: 2-19-2019

This instrument drafted by:
Attorney Constance L. Anderson, Anderson Consults, LLC
Connie@AndersonConsultsWI.com 608-249-1865

Attachment Incorporated by Reference:
Exhibit A: Legal Descriptions of Lots and Parcel Numbers



EXHIBIT A
Plat of Blue Addition To Lake Windsor,
And Lots 1, 2 and 3 of Certified Survey Map 13005, Recorded as Doc. No. 4144251,
All Located in the Town of Windsor,
Dane County, Wisconsin

Legal Descriptions and Tax Parcel Identification Nos.

Lots in Plat	Tax Parcel Nos.
Lot 1	068/0910-304-5501-0
Lot 2	068/0910-304-5512-0
Lot 3	068/0910-304-5523-0
Lot 4	068/0910-304-5534-0
Lot 5	068/0910-304-5545-0
Lot 6	068/0910-304-7106-0
Lot 7	068/0910-304-7117-0
Lot 8	068/0910-304-7128-0
Lot 9	068/0910-304-7139-0
Lot 10	068/0910-304-7150-0
Lot 11	068/0910-304-7161-0
Lot 12	068/0910-304-7172-0
Lot 13	068/0910-304-5563-0

Lots in CSM 13005	Tax Parcel Nos.
Lot 1	068/0910-304-9710-0
Lot 2	068/0910-304-9720-0
Lot 3	068/0910-304-9730-0