

**TOWN OF WINDSOR
BOARD RESOLUTION 2015-50**

**RESOLUTION APPROVING
AGREEMENT FOR PUBLIC IMPROVEMENTS AND
DEVELOPMENT MATTERS IN THE FINAL PLAT OF
BEAR TREE FARMS**

WHEREAS, Bear Tree Farms, Inc. and Statz Bros., Inc. (collectively, the "**Owners**" or "**Petitioner**") has applied for and obtained conditional approval of the Final Plat of Bear Tree Farms ("**Plat**" or "**Property**") located in the Town of Windsor, Dane County, Wisconsin, all as set forth in Town Board Resolution 2015-54, which is incorporated herein by reference; and

WHEREAS, Bear Tree Farms, Inc. ("**Developer**") shall serve as the Developer of the Plat, and Steven D. Pederson is the President and authorized representative of the Developer; and

WHEREAS, to satisfy a condition in Board Resolution 2015-54, the Petitioner has agreed to the AGREEMENT FOR PUBLIC IMPROVEMENTS AND DEVELOPMENT MATTERS ("Development Agreement"), which Development Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the Town staff and consultants have reviewed the Development Agreement and recommend approval of same by the Windsor Town Board; and

WHEREAS, the Windsor Town Board wishes to approve the Development Agreement, as set forth in this Resolution.

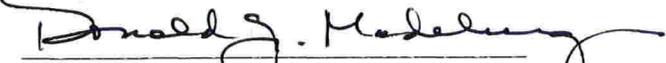
NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor as follows:

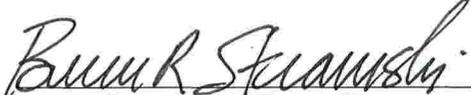
1. The Windsor Town Board hereby approves the Development Agreement, and authorizes execution and recording of the Development Agreement with the Dane County Register of Deeds.
2. The condition set forth as item 5.c. of Board Resolution 2015-54 shall be deemed satisfied at such time as the Town Planning & Development Coordinator receives a copy of the fully executed and recorded Development Agreement.
3. A copy of the recorded Development Agreement shall be retained as a public record.

The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on July 16, 2015, by a vote of 5 in favor, 0 opposed and 0 abstentions.

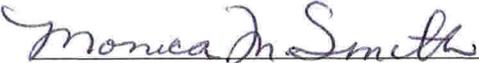
TOWN OF WINDSOR


Robert E. Wipperfurth, Town Chairperson


Donald G. Madelung, Town Supervisor


Bruce Stravinski, Town Supervisor


Alan Buchner, Town Supervisor


Monica M. Smith, Town Supervisor

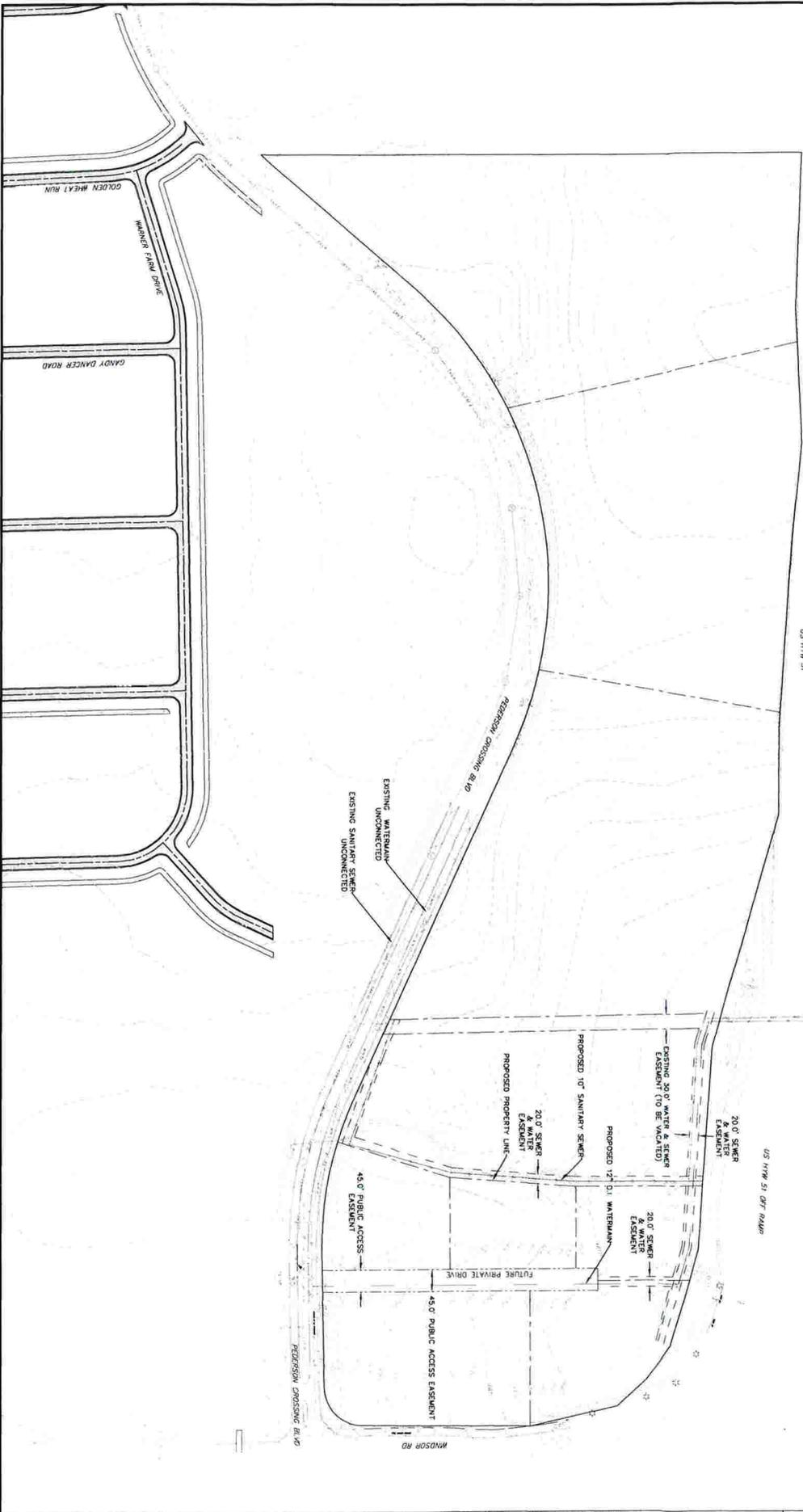
Attested by:


Christine Capstran, Town Clerk

SUPPLEMENT TO EXHIBIT 1-
DEVELOPMENT AGREEMENT
FOR TOWN BOARD RESOLUTION 2015-50
AUGUST 6, 2015

- WSD 1 Agreement (Final Signatures to be Provided to Town Staff prior to Recording of Replat)
- Construction Plans – Cover Sheet For Phase 1 (Note: Required path design is included in Construction Plans)
- Construction Plans – Cover Sheet For USH 51 to Pederson Crossing
- Engineer's Estimates for USH 51 to Pederson Crossing & Phase 1
- Letter of Credit Amount for Phase 1 as Approved by Town Engineer
- Approval Letter from CARPC
- Approval Letters from Dane County Land Conservation/Jeremy Balousek
- Fee Calculations for Parkland (Fee in Lieu of Land Dedication) and Park Improvements

AS OF 2015-08-05 @ 530 PM
NEED LOC AMOUNT + BALOUSEK LETTER



15' MAX SW

US 174W ST CRT PALMS

GRAPHIC SCALE FEET
0 50 100 200



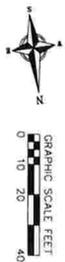
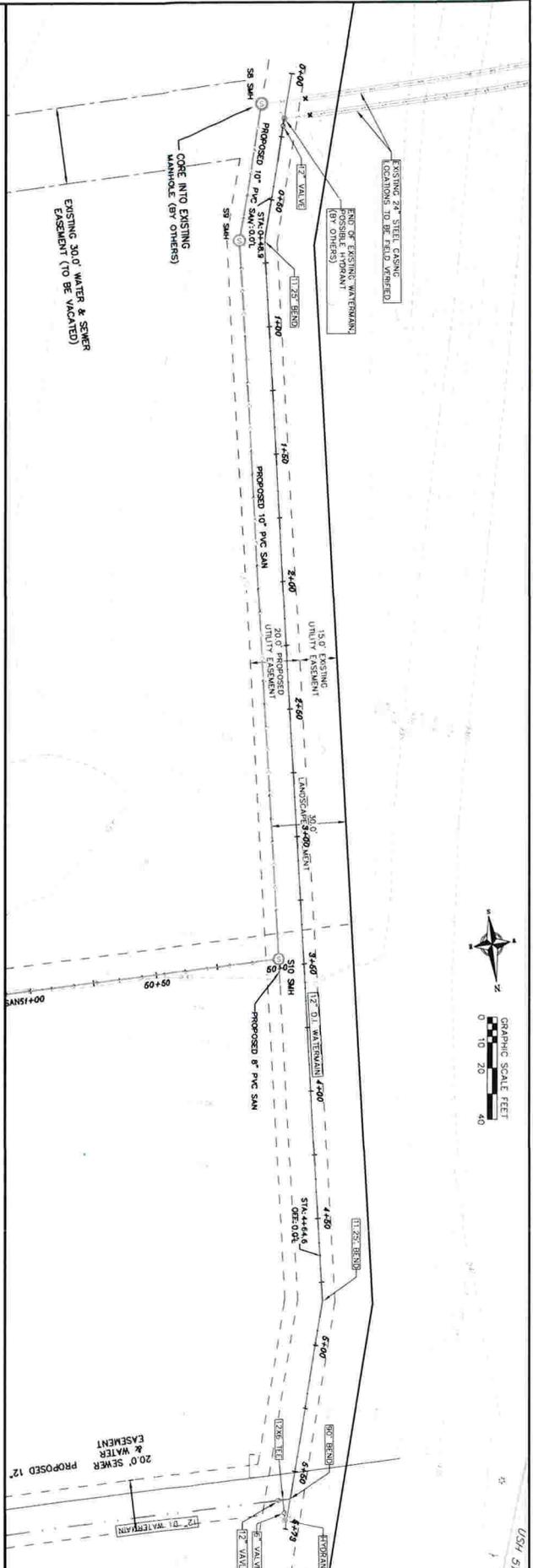
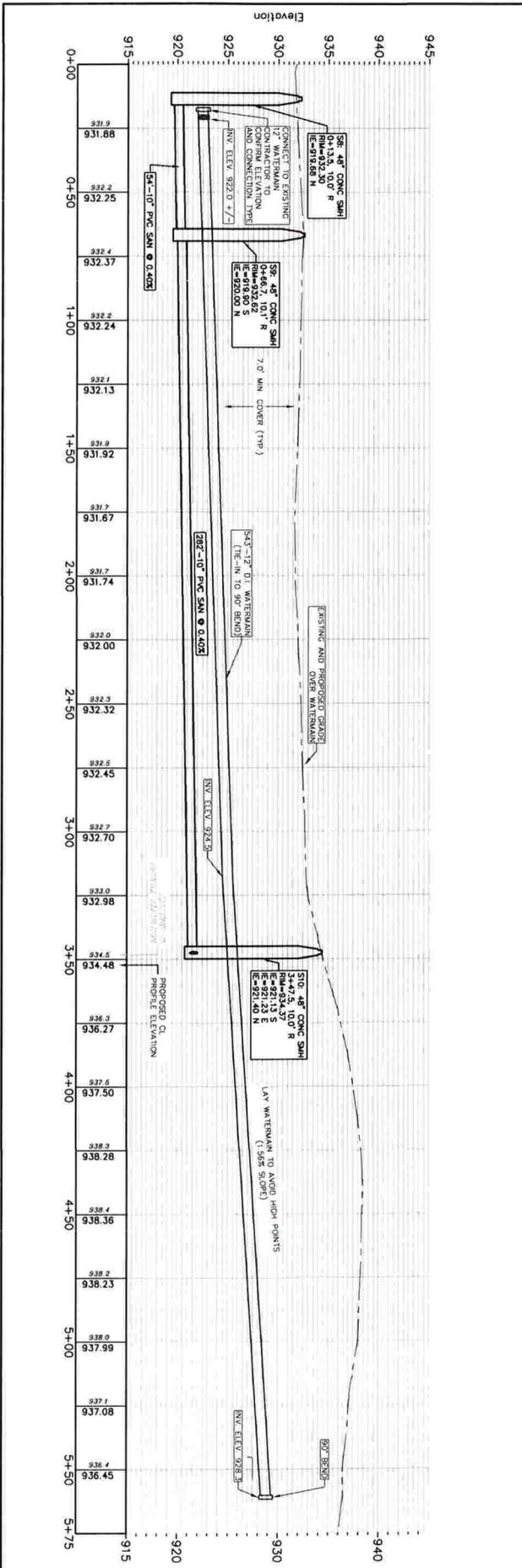
REVISIONS		REVISIONS			
NO.	DATE	REMARKS	NO.	DATE	REMARKS
1	7/31/15	ADD SEWER			

SCALE	AS SHOWN
DATE	AUG 2015
DESIGNER	TRAVIS
CHECKER	TRAVIS
PROJECT NO.	30284
SHEET	1 OF 5

PHASE 1 - BEAR TREE FARMS
WATER AND SEWER CONNECTION TO PEDERSON CROSSING
TOWN OF WINDSOR
DANE COUNTY, WISCONSIN

vierbicher
 planners | engineers | advisors

REIDBURG, MADSEN, HARRIS & CHEN
 1100 15th Street, Suite 200, Madison, WI 53711
 Phone: (608) 262-2832 Fax: (608) 262-2833

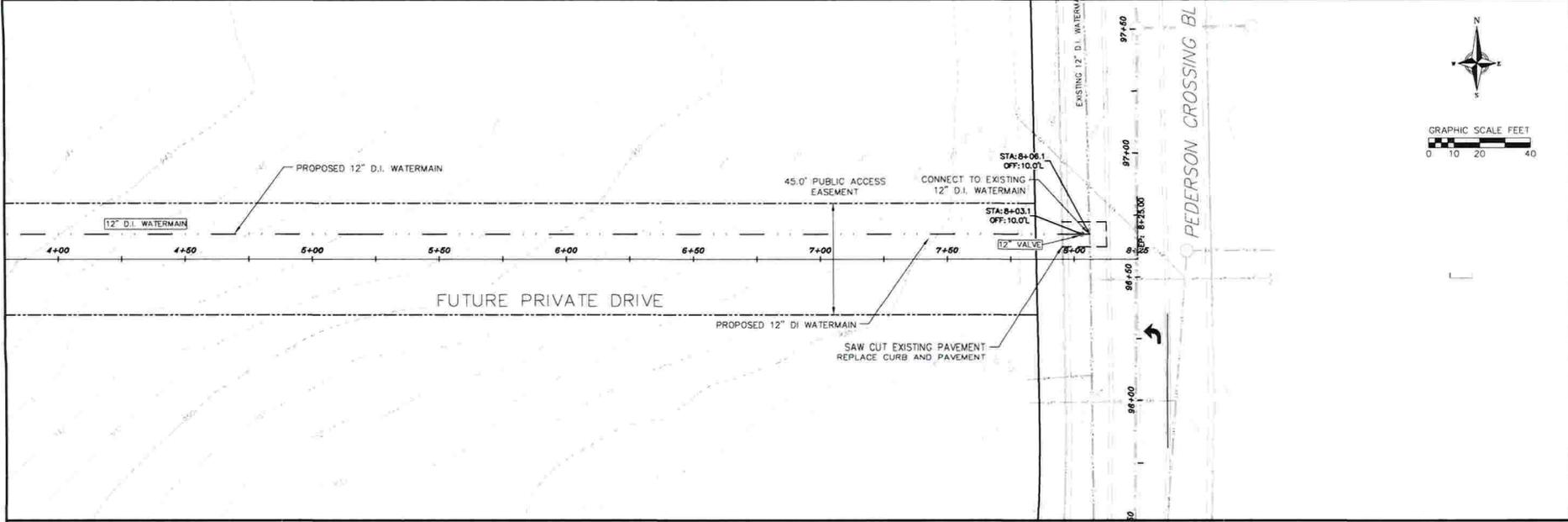


NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	7/31/15	ADD SEWER			

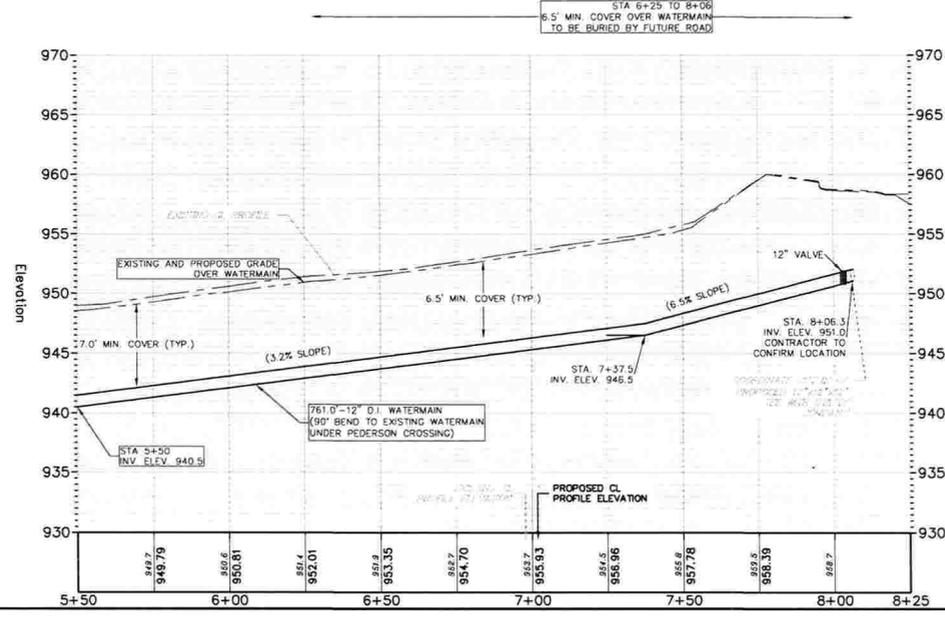
PHASE 1 - BEAR TREE FARMS
 WATER MAIN AND SEWER CONNECTION TO PEDERSON CROSSING
 TOWN OF WINDSOR
 DANE COUNTY, WISCONSIN

vierbicher
 planners | engineers | advisors

RESIDUALS - MADISON - FRANK OUCHEN
 999 KENNEDY DRIVE, SUITE 201 - WINDSOR, WISCONSIN 53157
 PHONE: (608) 264-6331 FAX: (608) 264-6336



PHASE 1 - BEAR TREE FARMS
WATER MAIN CONNECTION
TOWN OF WINDSOR
DANE COUNTY, WISCONSIN



NO.	DATE	BY	REVISIONS
1	7/20/15	ADD SHEET	

DATE: JULY 2015
DRAWN: ADF
CHECKED: TSW
PROJECT NO: 13204
SHEET: 4 OF 6
DWG. NO:

Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

Page 1 of 5

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Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SITE CONSTRUCTION					
General					
1	Performance & Payment Bonds	LS	1	\$20,000.00	\$20,000.00
2	Mobilization	LS	1	\$10,000.00	\$10,000.00
3	Site Clearing & Grubbing	LS	1	\$2,000.00	\$2,000.00
				Subtotal - General	\$32,000.00
Street & Sitework					
4	Common Excavation (Estimated 68,730 CY)	LS	1	\$225,000.00	\$225,000.00
5	Strip, Salvage, & Re-Spread Topsoil (Estimated 58,630 CY +/-)	LS	1	\$176,000.00	\$176,000.00
6	Excavation Below Subgrade (EBS)	CY	845	\$8.00	\$6,760.00
7	Base Aggregate Dense	TON	5700	\$10.50	\$59,850.00
8	Base Aggregate Dense - EBS	TON	1690	\$10.50	\$17,745.00
9	Base Aggregate Dense - Trail	TON	2450	\$10.50	\$25,725.00
10	Geogrid Subgrade Reinforcement	SY	2550	\$4.00	\$10,200.00
11	Finish Grading In Prep. Of Stone Base	LF	3260	\$2.00	\$6,520.00

Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

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12	Dust Control	LS	4	\$500.00	\$2,000.00
13	Sawcut Asphalt	LF	130	\$3.00	\$390.00
14	Sawcut Concrete	LF	20	\$4.00	\$80.00
15	HMA Pavement - 3.5", Type E1	TON	1645	\$60.00	\$98,700.00
16	HMA Pavement - Trail 2.5", Type E1	TON	560	\$75.00	\$42,000.00
17	Asphaltic Tack Coat	SY	8000	\$0.15	\$1,200.00
18	Pavement Markings - 4" White Crosswalk	LF	190	\$3.00	\$570.00
19	Pavement Markings - 18" White Stop Bar	LF	55	\$8.00	\$440.00
20	Street Sign - Stop Sign (R1-1) and Street Name Assembly	EA	5	\$250.00	\$1,250.00
21	Street Sign - Street Name (D3-1)	EA	5	\$250.00	\$1,250.00
22	Type III Barricade W/ Road Closed	EA	3	\$500.00	\$1,500.00
				Subtotal - Street & Sitework	\$677,180.00
Restoration & Erosion Control					
23	Lot Restoration W/ Seed, Mulch, & Fertilizer	SY	60200	\$0.35	\$21,070.00
24	Restoration W/ Seed, Mulch, & Fertilize-Terrace	SY	16700	\$1.50	\$25,050.00
25	Native Seeding	SY	18000	\$0.90	\$16,200.00
26	Deep Tilling	SY	18000	\$0.35	\$6,300.00
27	New Tree	EA	132	\$300.00	\$39,600.00

Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

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28	Erosion Mat	SY	16700	\$2.00	\$33,400.00
29	Medium Rip Rap	TON	500	\$15.00	\$7,500.00
30	Stone Weepers	TON	400	\$15.00	\$6,000.00
31	Clear Stone Tracking Pad	TON	160	\$10.00	\$1,600.00
32	Silt Fence	LF	800	\$1.50	\$1,200.00
33	Straw Bales	EA	200	\$10.00	\$2,000.00
				Subtotal - Restoration & Erosion Control	\$159,920.00
Sanitary Sewer					
34	Sanitary Sewer - 8" PVC	LF	2901	\$35.00	\$101,535.00
35	Sanitary Sewer - 8" PVC Easement	LF	375	\$35.00	\$13,125.00
36	Sanitary Sewer Televising	LF	3270	\$2.00	\$6,540.00
37	Sanitary Sewer - 48" Dia. Manhole	EA	21	\$2,800.00	\$58,800.00
38	Sanitary Sewer Service Lateral - 4" PVC	LF	1694	\$30.00	\$50,820.00
39	Field Core & Boot Existing Manhole	EA	1	\$1,000.00	\$1,000.00
40	Select Granular Backfill (Borrowed On-Site)	CY	5100	\$6.00	\$30,600.00
				Subtotal - Sanitary Sewer	\$262,420.00
Water Distribution					
41	Water Main - 6" D.I.	LF	110	\$55.00	\$6,050.00
42	Water Main - 8" D.I.	LF	3174	\$60.00	\$190,440.00
43	Gate Valves - 6"	EA	10	\$1,500.00	\$15,000.00

Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

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44	Gate Valves - 8"	EA	11	\$2,000.00	\$22,000.00
45	Gate Vale - 8" Live Tap	EA	2	\$4,000.00	\$8,000.00
46	Styrofoam Insulation	EA	4	\$100.00	\$400.00
47	Water Service Lateral - 1" Copper	LF	1694	\$40.00	\$67,760.00
48	Hydrant - New w/ Marker Flag	EA	11	\$3,800.00	\$41,800.00
49	Select Granular Backfill (Borrowed On-Site)	CY	3520	\$6.00	\$21,120.00
				Subtotal - Water Distribution	\$372,570.00
Storm Sewer & Storm Water Management					
50	Storm Sewer - 12" RCP	LF	420	\$38.00	\$15,960.00
51	Storm Sewer - 15" RCP	LF	185	\$42.00	\$7,770.00
52	Storm Sewer - 24" RCP	LF	550	\$52.00	\$28,600.00
53	12" RCP Apron Endwall W/out Pipe Gate	EA	16	\$650.00	\$10,400.00
54	15" RCP Apron Endwall W/out Pipe Gate	EA	3	\$850.00	\$2,550.00
55	24" RCP Apron Endwall W/out Pipe Gate	EA	6	\$1,200.00	\$7,200.00
56	Storm Sewer Manhole - 48" W/Frame & Grate	EA	1	\$1,800.00	\$1,800.00
57	Storm Sewer Manhole - 60" W/Frame & Grate	EA	3	\$2,700.00	\$8,100.00
58	Storm Sewer Manhole - 48" Standpipe W/Frame Grate	EA	1	\$3,500.00	\$3,500.00

Opinion of Probable Cost
 Bear Tree Farms - Phase I Construction
 March 25, 2015

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59	Storm Sewer Endwall - 24" Control Structure	EA	1	\$3,500.00	\$3,500.00
60	Select Granular Backfill (Borrowed On-Site)	CY	1000	\$6.00	\$6,000.00
				Subtotal - Storm Sewer & Storm Water Management	\$95,380.00
Curb & Gutter and Sidewalk					
61	Remove Existing Curb & Gutter	LF	130	\$2.00	\$260.00
62	Concrete Curb & Gutter - 24" Ribbon	LF	6380	\$12.00	\$76,560.00
63	Concrete Curb & Gutter - 30"	LF	140	\$30.00	\$4,200.00
				Subtotal - Curb & Gutter & Sidewalk	\$81,020.00
SITE CONSTRUCTION TOTAL :					\$1,680,490.00

Water connection 51 to Pederson Crossing

Item	Description	Unit	Quantity Estimated		Cost
			added	Unit Price	
5	Strip, Salvage, Re-Spread Topsoil (63,100 CY)	LS	N/A (420 CY)		\$ 1,130.00
7	Base Aggregate, Dense	TON	14	\$ 10.50	\$ 147.00
13	Sawcut Asphalt	LF	30	\$ 3.00	\$ 90.00
14	Sawcut Concrete	LF	5	\$ 4.00	\$ 20.00
15	HMA Pavement 3.5", Type E1	TON	4	\$ 60.00	\$ 240.00
17	Asphalt Tack Coat	SY	20	\$ 0.15	\$ 3.00
23	Lot Restoration w/Seed, etc	SY	2,400	\$ 0.35	\$ 840.00
48	Hydrant Assembly - New w/	EA	1	\$ 3,800.00	\$ 3,800.00
69	Concrete Curb & Gutter, 30"	LF	10	\$ 30.00	\$ 300.00
70*	Watermain - 12" D.I.	LF	1,304	\$ 65.00	\$ 84,760.00
71*	Gate Valves - 12"	EA	3	\$ 3,500.00	\$ 10,500.00
72*	12X6 Tee and 6" Gate Vavle	EA	1	\$ 1,600.00	\$ 1,600.00
73*	12x12 Tee	EA	1	\$ 2,000.00	\$ 2,000.00

*- new items

Total estimated cost for change order #1 \$ 105,430.00

Sewer Connection 51 to Pederson Crossing

Item	Description	Unit	Quantity Estimated		Cost
			added	Unit Price	
5	Strip, Salvage, Re-Spread Topsoil (63,100 CY)	LS	N/A (400 CY)		\$ 1,070.00
23	Lot Restoration w/Seed, etc	SY	2352	\$ 0.35	\$ 823.20
35	Sanitary Sewer - 8" PVC Easement	LF	10	\$ 35.00	\$ 350.00
74*	Sanitary Sewer - 10" PVC Easement	LF	1313	\$ 45.00	\$ 59,085.00
36	Sanitary Sewer Televising	LF	1323	\$ 2.00	\$ 2,646.00
37	Sanitary Sewer - 48" Dia. Manhole	EA	6	\$ 2,800.00	\$ 16,800.00

*- new items

Total estimated cost for change order #2 \$ 80,774.20



210 Martin Luther King Jr. Blvd. Room 362 Madison, WI 53703 Phone: 608-266-4137 Fax: 608-266-9117 www.CapitalAreaRPC.org info@CapitalAreaRPC.org

July 31, 2015

Mr. Timothy Schleeper
Vierbicher
999 Fourier Drive, Suite #201
Madison, WI 53717

Re: Sewer Extension Review #175-15-11

Dear Mr. Schleeper:

This is to acknowledge receipt of your letter and supporting documents of July 16, 2015, requesting the Capital Area Regional Planning Commission to review and comment, pursuant to Section NR 110.08(4) of the Wisconsin Administrative Code, on the following described sanitary sewer extension:

Bear Tree Farms – Phase 1
(Lots 22 through 38, Lots 64 through 79, Lots 352 through 368;
Gandy Dancer Rd; Warner Farm Drive; Golden Wheat Run; Royal View Drive; Outlots 1 and 3)
Town of Windsor

CARPC staff has reviewed the proposed extension, and has determined that it is consistent with the urban service area provisions of the *Dane County Water Quality Plan* and *Land Use and Transportation Plan*. Please note that this sewer extension includes a minor change to the environmental corridors of the Northern Urban Service Area based on stormwater management areas.

You should include a copy of this letter in your submittal to the Wisconsin Department of Natural Resources. If you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Kamran Mesbah, PE, AICP
Director of Environmental Resources Planning

cc: Mr. Robert Wipperfurth, Chair, Town of Windsor
Mr. Kevin Richardson, Engineer, Town of Windsor
Mr. Steve Fahlgren, Administrator, Village of DeForest
Mr. Michael Mucha, Chief Engineer and Director, MMSD
Mr. Curtis Sauser, MMSD
Mr. Trevor Moen, WDNR, Bureau of Wastewater

Bear Tree Farms - Windsor (Sec. 38-637 Fees in Lieu of Land)

Step #1 Determine the required parkland dedication based on the number of dwelling units shown on the preliminary plat.

Dane County Zoning District	Category	# of D.U.	Multiply by 1/10 Acre	Required Dedication
R-2	Single Family	364	0.1	36.4
R-4	Senior	80	0.1	8.0
R-4	Multi-Family	152	0.1	15.2
B-1	Commercial	0	0.1	0.0
RE-1	Park	0	0.1	0.0
CO-1	Conservancy	0	0.1	0.0
		596		59.6

Note: Bear Tree Farms - Windsor is required to dedicate 59.6 acres of parkland.

Step #2 Determine the acreage of parkland dedication as shown on the preliminary plat

Plat Dedication	Square Footage /	
	Square Footage	Acre
Outlot 2	882,595	20.3
Outlot 5	213,234	4.9
Outlot 6	10,491	0.2
Outlot 8	150,737	3.5
	1,257,057	28.9

Note: Square footage calculation are based on June 3, 2015 final plat.

Note: Bear Tree Farms - Windsor dedicated 28.9 acres of parkland.

Note: Marshes, wetlands, drainageways, detention facilities, and buffer areas adjoining the same (i.e. Outlots 1, 3, 4 & 7) do not count towards satisfaction of parkland dedication.

Step #3 Determine deficiency of parkland dedication for preliminary plat.

Required Dedication	Parkland Dedication	Parkland Deficiency
59.6	28.9	30.7

Note: Bear Tree Farms - Windsor has a parkland dedication deficiency of 30.7 acres.

Step #4 Determine the fee in lieu of parkland dedication

Parkland Deficiency	Fee / Acre	Total
30.7	\$14,259.56	\$438,366.57

Note: Bear Tree Farms - Windsor owes \$438,366.57 for fee in lieu of parkland dedication.

Bear Tree Farms - Windsor (Sec. 38-639 Fees for Initial Improvement of Parkland)

Step #1 Determine the required fees for initial improvement of parkland based on the number of dwelling units shown on the preliminary plat.

Dane County Zoning		# of D.U.	Fee / D.U.	Parkland Improv.
District	Category			Fee
R-2	Single Family	364	\$1,108.89	\$403,635.96
R-4	Senior	80	\$908.97	\$72,717.60
R-4	Multi-Family	152	\$908.97	\$138,163.44
B-1	Commercial	0	\$0.00	\$0.00
RE-1	Park	0	\$0.00	\$0.00
CO-1	Conservancy	0	\$0.00	\$0.00
		596		\$614,517.00

Note: Bear Tree Farms - Windsor owes \$614,517 for fees for initial improvement of parkland.

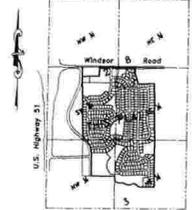
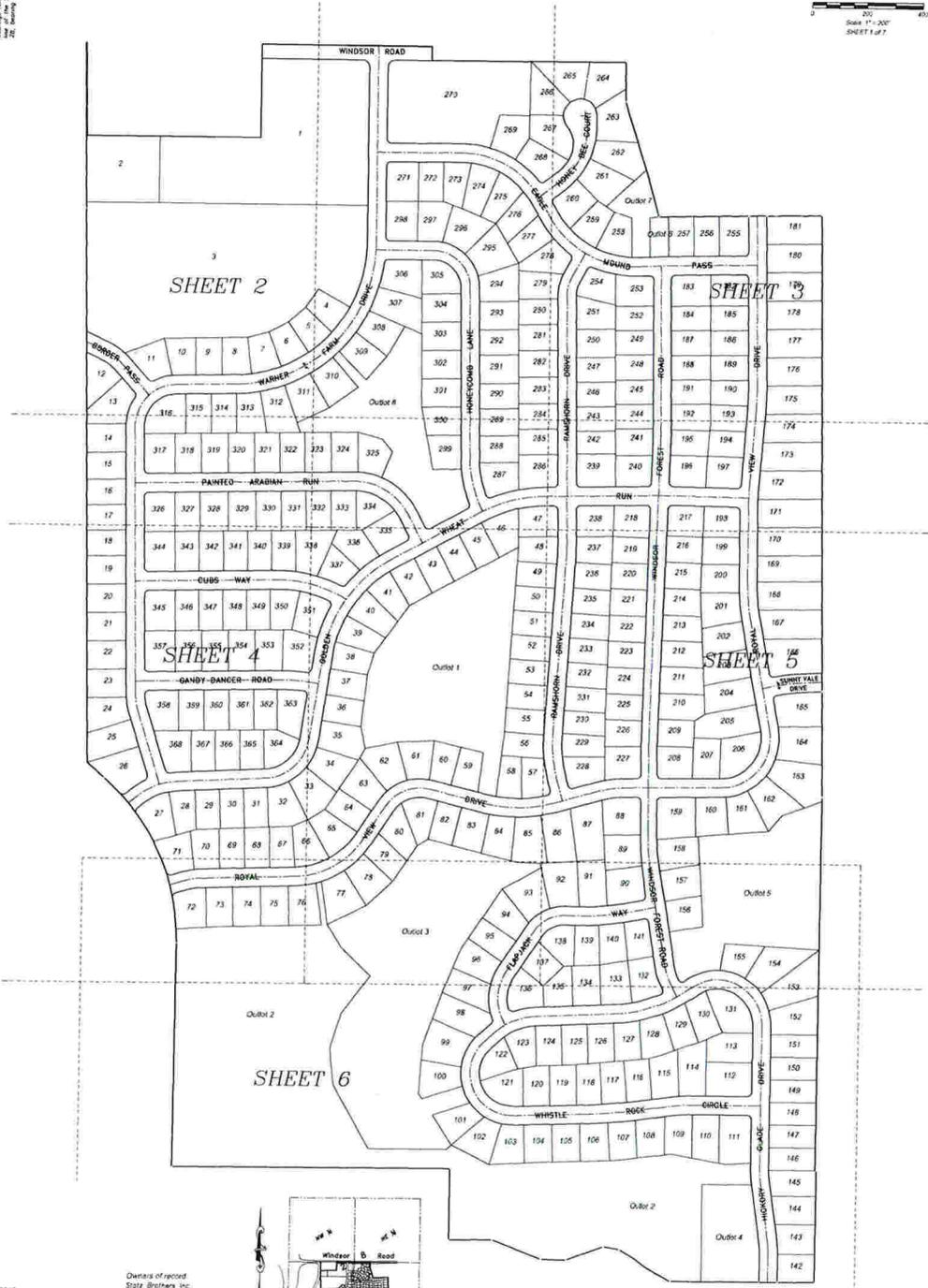
Fees in Lieu of Land + Fees for Initial Improvement of Parkland = 1,052,883.57

BEAR TREE FARMS

Lot 1, Certified Survey Map No. 11197, located in the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southeast 1/4, part of the Southwest 1/4 of a Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 28, part of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 28, part of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4, and part of the Southwest 1/4 of the Southwest 1/4 of Section 33 all in T3N, R12E, Town of Windsor, Dane County, Wisconsin.

Scale 1" = 200'
SHEET 1 of 7

Images extracted from the South
200 Aerial Photograph of Section
28, T3N, R12E, S1/2, 1/2, 1/2, 1/2



LOCATION SKETCH
SECTIONS 28 & 33, T3N, R12E
TOWN OF WINDSOR,
WI 53592

Dated: June 3, 2015
Surveyor:
BIRRENKOTT SURVEYING
BIRRENKOTT SURVEYING INC.
1677 N. BRISTOL STREET
SUN PRAIRIE, WIS. 53150
608-837-7463



Developer/ Subdivider:
Bear Tree Farms, Inc.
4052 State Highway 19
DeForest, WI 53532
608-844-2800

Owner of record:
State Brothers Inc.
3707 County Highway 5W
Monroe, WI 53555

Bear Tree Farms, Inc.
4052 State Highway 19
DeForest, WI 53532

Steven Peterson
4052 State Highway 19
DeForest, WI 53532

Engineer:
Vardach Associates Inc.
889 Fourier Drive
Madison, WI 53717
608-828-0332

There are no objections to this plat with respect to
Secs. 28, 19, 23, 16, 7, 16, 20 and 25A, 7(1) and (2),
Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified _____ 20____
Department of Administration

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

**AGREEMENT FOR PUBLIC IMPROVEMENTS AND
DEVELOPMENT MATTERS
("Development Agreement")**

Lots and Parcel Identification Numbers Affected:

All Lots in the Plat: See Exhibit 3

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

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

DRAFTED BY

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

PARCEL IDENTIFICATION NUMBERS

See Exhibit 3

EXECUTIVE SUMMARY

The Executive Summary is provided as a convenience and reference. In the event of a conflict, the more restrictive requirements shall apply.

1. **Real Property Subject To Agreement:** Plat of Bear Tree Farms, in the Town of Windsor, Dane County, Wisconsin ("**Property**" or "**Plat**").
2. **Water/Sewer for Plat:** All lots shall be served by public water & sewer, which shall be provided by Windsor Sanitary District No. 1, or its successor.
3. **Development Plan:** The entire Plat shall be recorded on or before December 31, 2015 or approvals set forth herein shall expire. Development of the Plat will occur in phases as set forth in section 1 of Development Agreement.
4. **Owner/Developer/Authorized Representative:** 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 7**, 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 8**, 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**"). Bear Tree Farms, Inc. ("**Developer**") shall serve as the Developer of the Plat. Steven D. Pederson is the President and Authorized Representative of Bear Tree Farms, Inc. and represents that he is authorized to bind Bear Tree Farms, Inc. hereto.
5. **Contacts for Town:** 608-846-3854 Only the Town Board can bind the Town of Windsor.
 - 5.1. **Town Planning & Development Coordinator:** Amy Anderson Schweppe
 - 5.2. **Town Engineer:** Kevin Richardson, P.E., BCEE
6. **Public Improvements Required:** See Town Ordinances, Town Engineer, Agreement.
7. **Construction:**
 - 7.1. **Standards:** See Town Ordinances, Town Engineer, Agreement.
 - 7.2. **Commencement Date:** Town Engineer approval required for commencement. No early start has been approved.
 - 7.3. **Contractor List:** Required.
 - 7.4. **Proof of Insurance:** Required; Town as Additional Insured.
8. **Acceptance of Work:** Developer Engineer shall provide certification of completion of public improvements in accordance with approved plans; Developer shall provide full and complete lien waivers to Town Engineer; Town Engineer shall observe public improvement installation periodically and provide written comments to Town Board; Developer shall provide maintenance and repair until substantial completion, acceptance by Town and reduction or release of surety by resolution of the Town Board.

9. **Guarantee of Work:** Required for 14 months after substantial completion, unless extended due to defective work.
10. **Surety:** Unless otherwise requested by Developer and incorporated in Agreement, Developer agrees to provide a letter of credit at 120% of cost;¹ reductions possible during term of Development following substantial completion; Town Engineer recommendation and Town Board approval required for reductions.
11. **Developer Reimbursement of Town Costs:** Reimbursement required per Development Agreement, Escrow Agreement and Town Ordinances.
12. **Development Documents:** All are subject to Town Attorney and Town Board approval; includes, but not limited to: Development Agreement, Declaration of Covenants and Restrictions for Single Family and Multi Family, Stormwater Management and Maintenance Agreement, Path Management and Maintenance Agreement, Transfer Restrictions for Phased Development; documents executed and submitted to Town for recording; all documents run with the land and bind successors.
13. **Phasing:** Development Agreement and Deed Restriction restrict transfer of all lots except for those in Phase 1; Execution of Runway Sewer Recapture Agreement acceptable to Town and WSD No. 1 required prior to commencement of any subsequent phases; Addendum to Development Agreement and Release required for subsequent phases of single family, multi-family, senior and commercial. *See* Development Plan set forth in section 1 of Development Agreement.
14. **Parkland Dedication or Fee in Lieu, and Fee for Initial Improvements:** *See* Development Plan set forth in section 1 of Development Agreement.
15. **Subdivision Signage:** Town Board design approval required; "A Windsor Neighborhood" required on sign.

¹ *See* Wis. Stat. 236.13(2).

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into by and between Bear Tree Farms, Inc. a Wisconsin corporation, with its principal business office located at 370 Campbell Hill Court, DeForest, WI 53532 ("**Developer**"), and the Town of Windsor and its successors ("**Town**"), a body corporate and politic, with its principal business office located at 4084 Mueller Road, Windsor, Wisconsin.

RECITALS

WHEREAS, the Developer has received conditional approval from the Town, as set forth in Town Board Resolution No. 2015-54, of a development to be known as Bear Tree Farms (the "**Development**") and located within the Plat of Bear Tree Farms, in the Town of Windsor, Dane County, Wisconsin ("**Plat**"), and Developer wishes to enter this Agreement to satisfy one of the conditions of the Town Board's approval and shall thereafter promptly proceed with recording of the Plat;

WHEREAS, the Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Development and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

WHEREAS, the Town's ordinances require, among other things, that provisions be made for the grading of public lands, erosion and stormwater runoff control and street improvements required to serve the Developer's Development;

WHEREAS, the Developer wishes to proceed with this Development in accordance with the Development Plan summarized in section 1 of this Agreement;

WHEREAS, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs and related fees;

WHEREAS, this Agreement is made for the mutual benefit of the Developer and the Town in order to assure compliance with Town ordinances and standards for public improvements;

WHEREAS, the Developer acknowledges that the Town will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement; and

WHEREAS, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Town ordinances, waive the right to contest the terms of the Agreement and agree to be bound hereto, all as set forth in the Agreement.

AGREEMENT

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

1. DEVELOPMENT PLAN.

- 1.1. **Development to Occur in Phases.** Buildout of the Plat will likely occur over many years with timing of phases largely determined by market conditions and opportunities. Developer has used best efforts to prepare a map depicting anticipated phases of the Development ("**Phasing Map**"), which is attached hereto as **Exhibit 4** and incorporated by reference. The Town and Developer acknowledge that there may be a need for changes to the Phasing Map because of market conditions or market opportunities, and that development shall not necessarily occur sequentially. (For example, Phase 2 will not necessarily follow Phase 1.) Changes to the Phasing Map shall require approval by the Town Board.

With the exception of Phase 1, each phase of the Development shall require review and approval by the Town Board, and execution of an addendum to this Agreement setting forth specific requirements related to the phase being approved. Town Board review of subsequent phases shall include issues such as traffic flow and connectivity (town roads and paths), use of temporary cul de sacs (impact, length and time), emergency services needs, public utility connections, environmental and stormwater needs, and public health, safety and welfare impacts. To assure coordination of connectivity of the public infrastructure, town roads and paths related to the Development, certain town road connections shall be required at certain phases of the Development and those requirements shall be set forth in the addendum. As part of Phase 4, Developer shall complete the connection from Hickory Glade Drive to the Plat of Fox Hills. As part of Phase 5, Developer shall complete construction of the connection from Royal View Drive to Windsor Road. As part of Phase 6, Developer shall complete Warner Farm Drive to Windsor Road.

While parkland dedication occurs at such time as the Plat is recorded, the Developer retains responsibility for maintenance of dedicated parkland until the dedication is accepted and park improvements are made as specified herein and in the addendum. Work on the Community Park shall be as further specified in the addendum related to Phase 2, the provisions related to Park and Conservancy set forth below in this Section 1, and in Exhibit 6, which is attached and incorporated by reference. Construction of park improvements shall be as specified in each addendum approving particular phases.

Construction of water and sewer utility infrastructure shall occur in accordance with Developer's agreement with the Windsor Sanitary District No. 1 and its successors in interest. Execution of the Runway Sewer Recapture Agreement acceptable to Town and WSD No. 1 is required prior to commencement of any subsequent phases.

- 1.2. **Phase 1 Approved; Subsequent Phases Require Addendum.** An addendum shall be executed by and between the Town and Developer and recorded prior to commencement of each phase other than Phase 1, which is approved by this Agreement. The addendum shall incorporate the terms of this Agreement and include the following for the phase(s) covered by the addendum: the Engineer's opinion of probable cost of public improvements; the required amount of the letter of credit; construction plans; sewer/water extension approvals and payment of related fees; confirmation that Developer is current regarding payment in lieu of park dedication fees as set forth in section 1.8 below; full payment of the fee for initial improvement of parkland at the amount per unit in effect when the phase is commenced; and, such other special requirements related to the phase as are required by the Town and set forth in the addendum.
- 1.3. **Zoning.** Zoning of the lots was approved by Dane County prior to execution of this Agreement, and Dane County zoning shall remain intact until such time as the Town has zoning authority. Therefore, references to zoning categories in this Agreement reflect categories established by Dane County. At such time as the Town is able to and does adopt its own zoning code, the Town will work with the Developer and its residents to provide for a smooth transition to local zoning authority. If local zoning authority merits changes to this Agreement, the Town and Developer shall work together in good faith to make reasonable amendments to this Agreement.
- 1.4. **Single Family (R-2) Development.** Single Family (R-2) zoned areas within the Plat shall be subject to such design diversity compliance as is required by local ordinances in effect at the time of review, and shall occur as part of the building permit review. The Plat shall include 364 dwelling units in Single Family (R-2).
- 1.5. **Senior Multi-Family (R-4) Development.** Senior Multi-Family (R-4) zoned areas shall include 80 dwelling units, except where the number of senior units is increased in an amount equal to the decrease in the number of units in the Multi-Family (R-4) Development. The total Senior Multi-Family units + the total Multi-Family units shall not exceed 232 units. If the Developer wishes to include additional senior multi-family units, there must be a commensurate decrease in other multi-family units. Any such increases and/or decreases shall be set forth in a recorded writing executed by the Town and the owner(s) of all lots in the Plat designated for Senior Multi-Family (R-4) Development and Multi-Family (R-4) Development. Site plan review and approval shall be as is required by local

ordinances in effect at the time of review, and shall occur as part of the building permit review. The addendum required for Senior Multi-Family (R-4) zoned areas may include terms in addition to those set forth in this Agreement as the Town deems prudent and necessary based on the Developer's actual development proposal.

1.6. **Multi-Family (R-4) Development.** Multi-Family (R-4) zoned areas shall not exceed 152 dwelling units. The number of units in the Multi-Family (R-4) zoned areas may decrease. If the number decreases, the number of senior units may increase in an amount equal to the decrease in the number of multi-family units. The total Senior Multi-Family units + the total Multi-Family units shall not exceed 232 units. Any such increases and/or decreases shall be set forth in a recorded writing executed by the Town and the owner(s) of all lots in the Plat designated for Senior Multi-Family (R-4) Development and Multi-Family (R-4) Development. Site plan review and approval shall be as is required by local ordinances in effect at the time of review, and shall occur as part of the building permit review. The addendum required for Multi-Family (R-4) zoned areas may include terms in addition to those set forth in this Agreement as the Town deems prudent and necessary based on the Developer's actual development proposal.

1.7. **Commercial (B-1) Development.** Commercial (B-1) zoned areas shall require site plan review and approval as is required by local ordinances in effect at the time of review, and shall occur as part of the building permit review. The addendum required for Commercial (B-1) zoned areas may include terms in addition to those set forth in this Agreement as the Town deems prudent and necessary based on the Developer's actual development proposal.

The following are permitted uses in the B-1 Local Business District:

- (a) Retail sales or retail service businesses including related services but not including sales, servicing or repair of motor vehicles or any business or service for which the items offered for sale or which require service are stored, parked or displayed outside of a building, except as provided by this ordinance.
- (b) Outdoor sales events limited to two (2) events per year. For purposes of this paragraph, a single event is one which is held on consecutive days of not more than ten (10) days in duration.
- (c) Storage of items or materials incidental to an established retail or service use on the premises but not to serve any other business or location. Said storage shall be in an enclosed building or enclosed area as provided by section 10.16 of this ordinance. Mini-warehouses are considered to be warehousing and are not permitted in the B-1 Local Business District.
- (d) Medical, dental and veterinary clinics.
- (e) Banks, offices and office buildings.
- (f) Utility services.
- (g) Schools and educational facilities except truck driving or construction

equipment operator schools.

(h) Recreational facilities affiliated with a permitted B-1 use and which are not lighted for night operation.

(j) Private clubs or organizations.

(k) Theaters and auditoriums.

Any conditional uses allowed in the B-1 district under Dane County Zoning may be permitted by approval of the Town Board at anytime.

1.8. **Park (RE-1) and Conservancy (CO-1).** Property zoned for Park (RE-1) or Conservancy (CO-1) shall be located in the outlots as set forth in the Plat. Additional requirements for these areas are set forth in **Exhibit 6**, which is attached and incorporated by reference. Fee calculations are set forth in **Exhibit 5**, which is attached and incorporated by reference.

1.8.1. **Parkland Improvement Fees.** Payment of parkland improvement fees shall be made on a per phase basis. Payment shall not be delayed or paid when building permits are pulled. Full payment of the fee for initial improvement of parkland shall be paid at the amount per unit in effect when the phase is commenced, and shall be set forth in the required addendum. Parkland improvement fees paid by Developer shall be used for parkland improvements within the Plat, and in the manner determined by the Town.

1.8.2. **Fee in Lieu of Parkland Dedication.** The fee in lieu of parkland dedication shall be based on a parkland deficiency of 29.8 acres at a fee per acre of \$14,259.56 for a total of \$424,646.82. Under the ordinances, the fee in lieu of parkland shall be paid prior to execution of the Plat. Because of the unusually large size of this Plat, an exception is being made to this requirement. The fee in lieu of parkland shall be paid as follows: the total fee in lieu (\$424,646.82) shall be divided by four (4) to determine the amount of each installment payment (\$106,161.70). The first payment shall be due prior to commencement of the first phase of the Single Family (R-2) Development. The 2nd, 3rd and 4th installment payments shall be in an equal amount paid on the annual anniversary of the first installment payment, until paid in full. Prepayments may be made without penalty after the Developer's payment of the 2nd installment, but not before. As described in more detail in **Exhibit 6**, which is attached and incorporated herein, the Town shall commence improvement of the Community Park, but only after such time as the Developer has paid the full amount of the fee in lieu. Failure to make payments in accordance with the installment schedule set forth above shall constitute a default under this Agreement. In addition to all other remedies available in law or equity, the Developer shall be obligated to pay default interest at the rate of one percent (1%) per month on any installments not paid when due until paid in full, time being the essence with respect to payment of each installment, and shall be obligated to pay the Town's legal and other professional fees incurred in enforcement of this provision. The Town shall have the right to file notice of its claim for payment of Developer's obligations hereunder as a Notice of Claim against such real estate in the Plat

that is owned by the Developer and/or to prorate the amount due as a special assessment or charge against each of the lots in the Plat, and Developer fully and forever waives its right to contest such special assessments or charges.

2. REQUIRED PUBLIC IMPROVEMENTS.

- 2.1. At a minimum, the Developer shall construct and install, at its expense, those on-site and off-site general public improvements required by Town ordinances and this Agreement ("**Improvements**") and that subset of public improvements required by the Windsor Sanitary District No. 1 ("**District**") providing sanitary sewer collection and wastewater treatment services as well as public water service to the Development ("**Water & Sewer**"). Developer shall be required to connect the Development to existing utilities, which may include facilities outside of the boundaries of the Development. Construction of Water & Sewer shall be completed in accordance with a development agreement by and between the Developer and the District serving the Development ("**Developer-District Agreement**"), a fully executed copy of which shall be provided to the Town. The Developer-District Agreement is incorporated herein by reference, as if set forth fully herein.
- 2.2. The Developer shall pay in full the Interceptor Connection Charge ("**ICC**") and Treatment Plant Connection Charge ("**TPCC**") required to connect the lots in the Development to the District's collection system and thereby to the Madison Metropolitan Sewerage District ("**MMSD**"). Payment of the ICC and TPCC is the Developer's responsibility, and not the responsibility of the Town. This provision is personal to the Developer and survives approval and/or connection of the Lots to the District. Failure to pay proper ICC and TPCC charges may result in fines and penalties, which are hereby deemed to be the responsibility of the Developer. Similarly, the Developer shall pay any and all connection charges associated with water connections where public water service is provided by the Windsor Sanitary District No. 1.
- 2.3. Following consultation with Town staff, the Developer shall present plans for the Improvements, which plans shall be prepared under the seal of Developer's Engineer (the "**Plans**").² The Plans shall set forth the required Improvements with particularity and shall include, at a minimum, the following: public stormwater management facilities; public streets; gas, electric, and telephone; and, lighting. The Improvements shall meet Town construction standards, as established by the **Town Ordinances**³ and in accordance with generally

² Plans for Water & Sewer shall be submitted directly to the Sanitary District's Engineer with a copy to the Town Engineer.

³ Town Ordinances are available at www.windsorwi.gov or through www.municode.com.

acceptable industry standards. The Town Engineer shall have the authority to interpret and apply the ordinances and generally accepted industry standards as to the Improvements.

- 2.4. The Town Engineer shall be given an adequate opportunity to review the Plans and may request such additional information from the Developer as desired. Following the Town Engineer's written statement of "no objection" to the Plans, and subject to the other requirements and conditions set forth herein, the Developer shall proceed with construction in accordance with the Plans and on the timetable represented to the Town by the Developer, which timeline has been reasonably relied upon by the Town.

3. **STANDARDS AND SPECIFICATIONS FOR IMPROVEMENTS.**⁴

Developer's construction of the Improvements and performance of this Agreement shall be in accordance with the Town Ordinances, whether or not specifically referenced in this Agreement, and the Plans. For convenience and reference, an overview of the Improvements for this Development and information identifying the Plans is provided in **Exhibit 1**, which is attached hereto and incorporated by reference as if set forth fully herein.

The standards and specifications for Improvements expressly include, but are not limited to, the following:

3.1. During Construction: Grading, Erosion Control and Barricading:

The Developer shall furnish, install and maintain during construction and until the Improvements are accepted by the Town, all barricades and signs as are prudent and necessary for public safety, particularly where new rights-of-way extend or intersect existing streets and all street ends. The Town Engineer may also require Developer to furnish, install and maintain additional barricades and signs.

The Developer shall furnish, install prior to grading, utility installation or any other land disturbance activity, and maintain during construction and until the Improvements are accepted by the Town such stormwater runoff and erosion control measures as are required by and included in the County-approved plans for erosion control and stormwater runoff. The Developer shall obtain separate approvals for each construction phase, as required. The Town Engineer may also require Developer to furnish, install and maintain additional erosion control and stormwater runoff measures, as the Town Engineer deems appropriate. The Developer shall adhere to the requirements for erosion control and stormwater

⁴ See in particular, Town Ord. Chapter 38, Article IV, Division 7: *Engineering Plans* and Article V. *Standards and Specifications*.

runoff, and expressly grant the right-of-entry on the Development to the Town Engineer, or designee, to observe the erosion control and stormwater runoff.

- 3.2. Stormwater Management Facilities: The Developer shall install adequate ditches, drainageways and stormwater management facilities (collectively, **Stormwater Management Facilities**) based on generally accepted industry standards and as required by law. The Developer's Engineer shall provide necessary background data, including stormwater calculations, to the Town Engineer along with a proposed plan for Stormwater Management Facilities certified by the Developer's Engineer and approved by Dane County's Land & Water Resources Department (LWRD) (<http://lwr.d.countyofdane.com/wred/>).⁵ The Town Engineer may rely on the background data and stormwater calculations provided when reviewing the proposed plans. The Developer shall proceed with installation and construction of the Stormwater Management Facilities in accordance with the plans for all such matters for which a written statement of "no objection" has been issued by the Town Engineer.
- 3.3. Streets and Street Lighting: Streets, curb and gutter, and street lighting shall be installed and constructed in accordance with the Plans. Any additional special provisions related to streets and street lighting shall be as set forth in **Exhibit 2**, which is attached hereto and incorporated by reference as if set forth fully herein.
- 3.4. Sidewalk and Paths: All sidewalk and paths required to be constructed by Developer shall be constructed in accordance with plans to be prepared by Developer and for which a written statement of "no objection" has been issued by the Town Engineer. The paths shall be constructed and installed by the Developer at the Developer's sole cost. The paths shall be depicted on a separate sheet of the Plat for clarity to end-users. The easements for the paths shall be on the Plat itself. The Paths shall be subject to the document entitled *Requirements For Path Maintenance and Waiver Of Right To Contest Special Assessments And Charges*, which shall be executed by and between the Town and Developer and recorded in the Dane County Register of Deeds office.
- 3.5. Signage: The entry sign for the Development shall be as required to meet Dane County signage requirements, if applicable, and shall be subject to prior approval by the Town Board, or designee. The signage shall include "A Windsor Neighborhood."
- 3.6. Special Provisions: Special provisions regarding Improvements are set forth in **Exhibit 2**, which is attached and incorporated by reference. As with other work specified in this Agreement, all special provisions set forth on **Exhibit 2** shall be

⁵ See staff listing at: <https://www.countyofdane.com/lwr/staff.aspx>

constructed and installed in accordance with plans prepared under the seal of the Developer's Engineer and for which the Town Engineer has issued a written statement of "no objection."

**4. CONTRACTORS ENGAGED BY DEVELOPER FOR PROJECT;
INDEMNIFICATION AND INSURANCE.**

- 4.1. Approval of Contractor(s). The Developer agrees to engage contractors for all construction, who shall first be approved for such work by the Town Engineer and who shall qualify with every applicable requirement of the Town and any Ordinance, rule or regulation thereof. Prior to the commencement of construction of the Improvements, the Developer shall furnish to the Town Engineer the names of all contractors and subcontractors, together with a classification of the work performed by each and copies of all construction documents relating to the construction of the Improvements. Such submittal shall be prior to the commencement of construction of any of the Improvements. All construction documents for the Improvements are subject to the prior review of the Town.
- 4.2. Indemnification by Contractor(s). The Developer shall require all contractors engaged in the construction of the Improvements to indemnify and hold the Town and its engineers and consultants harmless from and against any and all claims, losses, damages, costs and expenses which such contractors may or might incur in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the Town Attorney and shall be included in each contract which the Developer has with a contractor.
- 4.3. Indemnification by Developer. For a period of time commencing with the execution of this Agreement and expiring fourteen (14) months from the date of substantial completion⁶, the Developer hereby expressly agrees to indemnify, save and hold harmless the Town, its engineers, consultants, employees, officers and agents from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of the performance of the work contemplated hereby and the construction of the Improvements, except where such claim is the result of the willful or negligent acts of the Town.⁷ As requested by the Town, the Developer

⁶ 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."

⁷ The Town does not by this provision, or by any other provision in this Agreement, waive, reduce or in any way

further agrees to aid and defend the Town with legal counsel acceptable to the Town in the event the Town is named as a defendant in any action concerning the performance of the work pursuant to this Agreement, except where such suit is brought by the Developer. The provision is not intended to and shall not be interpreted to limit insurance coverage that may be available to the Town or governmental immunity or other defenses that may be available to the Town, each and all of which are expressly reserved by the Town. It is hereby agreed that the Developer is not an agent or employee of the Town, and neither Developer nor its contractors shall represent itself as an agent or employee of the Town.

- 4.4. Insurance by Contractor(s). The Developer shall also require all contractors engaged in the construction of the Improvements to maintain such reasonable insurance as shall be required by the Town Attorney and Engineer; and upon demand, furnish to the Town Attorney and Engineer, a current certificate of insurance to evidence such insurance. All such insurance shall comply with the Town's contract requirements pertaining to damage claims, indemnification of the Town and insurance. The Contractor(s) so engaged are required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The Developer is responsible for confirming that such insurance is in place and that the Town is named as an additional insured on such insurance.

5. **CONSTRUCTION RELATED ACTIVITIES FOR IMPROVEMENTS.**

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

- 5.1. Scheduling. The Developer agrees that no work shall be scheduled for construction of the Improvements without the Town Engineer's approval of the starting date(s) and construction schedule. The construction of the Improvements shall be completed on or before the completion date(s) set forth in the schedule, unless otherwise extended in writing by the Town.
- 5.2. Commencement. The final plans and specifications, signed by the Developer's Engineer, shall be submitted to the Town Engineer prior to any land disturbance or commencement of work. A starting date will not be approved until (1) a written statement of "no objection" with respect to the final plans and specifications for the Improvements has been issued by the Town Engineer, and (2) the Letter of Credit or other security required by this Agreement has been furnished to the Town.

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.

- 5.3. Completion. All work specified herein shall be completed within twelve (12) months after the date of commencement, and time is of the essence as to completion. The deadline for completion may be extended as to planting of required trees and the laying of the final layer of asphalt paving on streets in accordance with Town policy, as recommended by the Town Engineer. Town policy also requires that Developer furnish appropriate surety for the completion of such work as recommended by the Town Engineer, and approved by resolution of the Town Board.
- 5.4. Costs. The Developer agrees that the Town shall not be responsible for any costs or charges related to the construction of the Improvements, and that the Developer is responsible for all such costs, except as otherwise expressly provided for in the Agreement.
- 5.5. Construction Related Activities; Inspection and Certification; Lien Waivers. The Town may periodically review construction progress, conduct inspections and/or complete material testing of the Improvements, and is granted access to the site for such purposes. The Developer shall have the obligation to provide such on-site inspection as is necessary to obtain written certification from Developer's Engineer that the Improvements as and when they are completed are in compliance with the standards and specifications of the Town and this Agreement. The Developer's Engineer's written certification shall be provided to the Town Engineer before the Town Engineer recommends acceptance of the Improvements to the Town Board. In addition, and also prior to recommendation of acceptance of the Improvements, the Developer shall present to the Town valid lien waivers from all persons providing materials and/or performing work on the Improvements for which certification is sought. The Developer agrees that no occupancy permits will be issued by the Town until the Improvements have been recommended for acceptance by the Town Engineer; and until all outstanding engineering and inspection fees (including engineering and inspection charges of the Town) have been paid in full, certification of elevations confirming compliance has been received by the Town, as required by Section 3.06 of the ***DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS FOR LOTS 4-269 AND 271-368 (THE DETACHED, SINGLE FAMILY LOTS)*** (executed concurrently with this Agreement), and affidavits and lien waivers are received by the Town indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished in order to construct the Improvements.
- 5.6. Maintenance and Repair. The Developer agrees to provide for maintenance and repair of all Improvements and acknowledges that this obligation runs with the land. The Town will endeavor to provide timely notice to the Developer whenever the Town Engineer is not able to recommend acceptance of an Improvement, or otherwise determines that an Improvement does not conform to

the Town's adopted standards and specifications or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the Town shall not declare a default under the Agreement during the aforesaid thirty (30)-day correction period on account of any such defect unless it is clear that the Developer does not intend to correct the defect or unless the Town determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

- 5.7. Cost Breakdown. The Developer shall, upon substantial completion of the Improvements, provide to the Town a final cost for all of the costs associated with the construction thereof. Such final cost breakdown shall be in such form and content as the Town may reasonably require.

6. DEDICATION OF IMPROVEMENTS.

- 6.1. After substantial completion⁸ of the construction in accordance with the Town's standards and specifications, as certified by the Developer's Engineer, and provided there is a written statement of "no objection" from the Town Engineer, the Developer shall dedicate the Improvements to the Town.

- 6.2. Acceptance of the dedication requires the approval of a resolution by the Town Board.

7. **GUARANTEE OF THE WORK.** The Developer agrees to guarantee and warrant all work performed under this Agreement against defects in workmanship or materials for a period of fourteen (14) months from the date of substantial completion⁹ of the Improvements. If any defect should appear during the guarantee period, as determined in the reasonable discretion of the Town Engineer, the Developer agrees to make required replacement or acceptable repairs of the defective work at the Developer's own expense. Furthermore, following such notice to and repair by the Developer, the guarantee period shall be extended for an additional fourteen (14) month period from the date of Developer's completion of the repair as to the items so repaired only. All guaranties or warranties for materials or workmanship which extend beyond the guarantee period are hereby assigned by the Developer to the Town, and confirmation of same shall be provided to the Town Engineer.

⁸ 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."

⁹ See *Id.*

8. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.
9. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the Town for all outstanding fees and assessments levied against the Property prior to the start of construction of the Improvements.
10. **DEVELOPER TO REIMBURSE THE TOWN FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the Town pursuant to its customary practice for administering development projects, the Developer shall reimburse the Town for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The Town's costs shall be determined as follows:
 - 10.1. The cost of Town employees' time engaged in any way with the required Improvements based on the hourly rate paid to the employee multiplied by a factor determined by the Town representing the Town's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation and similar benefits.
 - 10.2. The cost of Town equipment employed.
 - 10.3. The cost of mileage reimbursed to Town employees and consultants that is attributable to the Development.
 - 10.4. The actual costs of Town materials incorporated into the work, including transportation costs, plus a restocking and/or handling fee not to exceed 10% of the cost of the materials.
 - 10.5. All costs and expenses incurred by Town in connection with the Development, including, but not limited to, the cost of professional services incurred by the Town for the review and preparation of required documents, attendance at meetings or other related professional services.
 - 10.6. Unless the amount totals less than \$50.00, the Town shall bill the Developer monthly for expenses incurred by the Town. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of 1% per month.
11. **SURETY.**
 - 11.1. The Developer agrees to furnish the Town, prior to the commencement of any work under this Agreement, with surety in the form of an irrevocable Letter of Credit¹⁰, in a form deemed acceptable by the Town Attorney, in the amount to be

¹⁰ If the Developer prefers to provide a form of security other than a letter of credit, the Developer must contact the Town Attorney prior to executing this Development Agreement so that appropriate language can be incorporated in

approved by the Town Engineer, to secure performance of this contract in accordance with the Town Subdivision Ordinance. The Letter of Credit shall be payable at sight to the Town and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the Town. The Letter of Credit shall include a provision requiring that the Town be given written notice not less than forty-five (45) days and not more than sixty (60) days prior to the expiration of the letter. Developer shall provide a new Letter of Credit satisfactory to the Town not less than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to cover the balance of any work to be performed by Developer hereunder and any sum required to secure the guarantee of work required by this Agreement. The Letters of Credit will be payable to the Town at any time upon presentation of: (i) a sight draft on the issuing Bank in the amount to which the Town is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized Town official stating that the Developer is in default under this Agreement; and (iii) the original of the Letter of Credit.

- 11.2. As work progresses on installation of Improvements constructed as part of this contract, the Town Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (street, stormwater or other improvements) are completed by the Developer, the Town Engineer is authorized, upon submission of lien waivers by the Developer's contractors, to recommend reduction in the amount of surety. Any reduction shall require approval by resolution of the Town Board.
- 11.3. Upon acceptance by the Town of the Improvements, as approved by resolution of the Town Board, the Town agrees to reduce the surety to an amount which does not exceed ten percent (10%) of the cost of the Improvements, as estimated by the Town Engineer, to secure performance of the guarantee described in this Agreement.
- 11.4. Developer agrees to provide written notice of the expiration of any Letter of Credit (or replacement Letter of Credit) provided for herein not less than forty-five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

Town of Windsor Town Clerk
4084 Mueller Road
DeForest, WI 53532

12. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT

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 Town.

AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.

- 12.1. Declaration of Covenants, Conditions and Restrictions. Prior to commencement of construction of Improvements under this Agreement, Developer shall submit the Declaration of Covenants, Conditions and Restrictions to the Town Attorney and Town Board for review and approval as to conformity with the Town Subdivision Ordinance and any conditions of approval. The Covenants, Conditions and Restrictions shall contain provisions which provide for site plan and architectural review procedures for any Lots to insure that the represented quality of the Improvements is maintained. There shall be one set of Covenants, Conditions and Restrictions for the Single Family (R-2) Development, and another set for the Senior Multi-Family (R-4) Development and the Multi-Family (R-4) Development.
- 12.2. Stormwater Management and Maintenance Agreement. Developer shall also enter into the Town's Stormwater Management and Maintenance Agreement, in recordable form satisfactory to the Town Engineer and Town Attorney, prior to the commencement of construction, which agreement shall provide that the Developer shall maintain the Stormwater Management Facilities, at the expense of Developer, until the Town accepts the Improvements, and that after acceptance of the Improvements by the Town, the homeowner association formed by Developer shall maintain the Stormwater Management Facilities at the expense of the association. In the event the association fails to properly maintain the Stormwater Management Facilities, then the Town's Stormwater Management and Maintenance Agreement shall provide that the Town may enter the property and maintain the Stormwater Management Facilities, with the cost thereof to be charged back as a special charge to the owners of Lots within the Development. The foregoing instruments shall be recorded prior to the commencement of any work under this Agreement.
- 12.3. Path Management and Maintenance Agreement. As referenced in Section 3 above, and prior to any work under this Agreement, the Town and Developer shall execute and record an agreement entitled *Requirements For Path Maintenance and Waiver Of Right To Contest Special Assessments And Charges.*
- 12.4. Restrictions on Transfer Of Lots. Developer agrees to execute and record, in a form approved by the Town Attorney, an instrument prohibiting the conveyance to third parties of Lots outside of such Phase of the Development on which Improvements are being constructed (other than to a bona fide financial institution as a mortgagee for the costs of development and construction of the project by Developer), without the consent of the Town, or until Developer has met the requirements needed for compliance with the terms and conditions of this Agreement. If the Town determines that the Developer is in violation of the

Restrictions, the Town shall cease issuance of building permits and/or occupancy permits for all projects within the Plat or take such other action as it deems prudent and necessary for enforcement. Costs incurred for enforcement of this provision shall be paid by the Developer, including professional fees for the Town attorney, engineer and planner.

12.5. Other legal documents required for this Development shall be as specified on **Exhibit 2.**

13. **SURVEY MONUMENTS.** Developer agrees to install all survey monuments for the final Plat in the manner required by law and Town Ordinance, except that pursuant to the provisions of Wis. Stat. § 236.15(1)(h), and on a phase-by-phase basis as approved by the Town Engineer and Town Board, Developer shall have a period of up to five (5) years after the date of substantial completion of the Improvements of a particular Phase of the Development within which to complete installation of all required monuments in the entire Phase of the Development. Developer will provide security in the amount and manner reasonably required by the Town Engineer prior to commencement of construction of each Phase of the Development, all based on estimates from responsible surveying firms, to secure the full costs of such survey monumentation work within such time period. No construction shall be commenced on any Phase of the Plat or category of development within the Plat until the Town Engineer has approved the adequacy of the security for the surveying, staking and monumentation costs.
14. **PARKLAND DEDICATION OR FEE IN LIEU OF DEDICATION.** The Town acknowledges that Developer shall have satisfied all requirements of the Town Subdivision Ordinance with regard to the dedication of park lands and the payment of fees in lieu of dedication of park lands for the Development upon recording the Plat and payment of fees in lieu of dedication as set forth in Section 1 of this Agreement.
15. **FEE FOR INITIAL IMPROVEMENTS TO PARKLAND PER WIS. STAT. § 236.45(6).** The Town acknowledges that Developer shall satisfy the requirements with regard to the fee for initial improvements to parkland by paying the sums due as and when set forth in Section 1. above. Failure to make payments in accordance with the agreed upon schedule set forth in this Agreement shall constitute a default under this Agreement. In addition to all other remedies available in law or equity, the Developer shall be obligated to pay default interest at the rate of one percent (1%) per month on any installments not paid when due until paid in full, time being the essence with respect to payment of each installment, and shall be obligated to pay the Town's legal and other professional fees incurred in enforcement of this provision. The Town shall have the right to file notice of its claim for payment of Developer's obligations hereunder as a Notice of Claim against such real estate in the Plat that is owned by the Developer and/or to prorate the amount due as a special assessment or charge against each of the lots in the Plat, and Developer fully and forever waives its right to contest such special assessments or charges.

16. **ANNEXATION.** Developer agrees that at no time will the Developer petition to annex or attach all or any part of the Property to any city or village under applicable annexation or boundary agreement laws, without the consent of the Town.
17. **GENERAL CONDITIONS.**
- 17.1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the Town warrant by this Agreement that the Developer is entitled to any other required approvals.
- 17.2. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
- 17.3. Town Rights Retained. The Town does not hereby waive, and expressly retains, its right to governmental immunity and other defenses that may be available to the Town. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the Town's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the Town retains and expressly reserves its legislative discretion.
- 17.4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Town and the Developer.
- 17.5. Default. A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Town reserves to itself all remedies available at law or equity as necessary to cure any default. The Town also reserves to itself the right to draw on a Letter of Credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final Plat and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.
- 17.6. Entire Agreement. This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Town.

- 17.7. Attorney Fees. If the Town is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the Town prevails in the litigation or arbitration, the Developer shall pay all Town costs, including reasonable attorney fees and expert witness fees. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- 17.8. Time. For the purpose of computing the commencement, abandonment and completion periods, and time periods for Town or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Town from performing their/its obligations under the Agreement.
- 17.9. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- 17.10. Benefits. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.
- 17.11. Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer:

Bear Tree Farms, Inc.
 Attention: Dwight E. Ziegler
 370 Campbell Hill Court
 DeForest, WI 53532

If to Town:

Town of Windsor
 Attn: Town Clerk
 4084 Mueller Road
 DeForest, WI 53532

- 17.12. Successors to Town. If the Town'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 the Town's successor with respect to this Agreement, without the need for further action by the Developer or the

Town.

- 17.13. Recordation. The Town 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.
- 17.14. Effective Date. This Agreement shall be effective as of the date and year executed by both parties.
- 17.15. Authorized to Bind. Each person signing this Agreement 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.
- 17.16. Ownership Interests in Property. The persons executing this Agreement as Owners are doing so as and to the full extent of their respective ownership interests in the Property.

IN WITNESS WHEREOF, Bear Tree Farms, Inc. has caused this Agreement to be signed by its authorized representative, as of this 8th day of September, 2015.

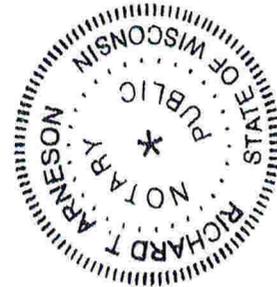
BEAR TREE FARMS, INC., as Developer and Owner

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 8th day of September 2015, 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.

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

IN WITNESS WHEREOF, PC Farms Holding II, LLC has caused this Agreement to be signed by its authorized representatives, as of this 8th day of September, 2015.

PC FARMS HOLDING II, LLC, as Owner

By: Steven D. Pederson Member
Signature

Steven D. Pederson, member
Print name and title

By: Dwight E. Ziegler
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 8th day of September 2015, the above-named Steven D. Pederson, as Member of PC Farms Holding II, LLC, and the above-named Dwight E. Ziegler as 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.

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

Handwritten initials

INDEMNIFICATION

BY SIGNING HEREUNDER, Steven D. Pederson and Dwight E. Ziegler, jointly and severally, do personally warrant and represent to the Town 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 Development Agreement and other Town-required agreements specified herein, 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 Town from and against any and all damages incurred, including staff time, engineering, legal and consulting fees related thereto or incurred because Bear Tree Farms, Inc. fails to acquire the Statz Property as represented, because prior liens or encumbrances on the Statz Property take priority and adversely impact the Town's rights under this Agreement and others required by the Town, and/or Bear Tree Farms, Inc. fails to develop the Statz Property as required by this Development Agreement. 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 Town of Windsor.

Executed in Dane County, Wisconsin, on this 8th day of September, 2015.

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 8th day of September, 2015, 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.

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

EXHIBIT 1
IDENTIFICATION OF PLANS AND SUMMARY OF IMPROVEMENTS

PLANS:

The Town Engineer has no objection to the final plans presented by the Developer's Engineer for Phase 1-Bear Tree Farms, which plans are dated and marked as follows: Vierbicher July 2015; Project No. 140301; 34 pages; checked by TSCH; under seal of Andrew C. Geffert, P.E. 43515-6.

The Town Engineer has no objection to the final plans presented by the Developer's Engineer for Water & Sewer Connection to Pederson Crossing, Phase 1-Bear Tree Farms, which plans are dated and marked as follows: Vierbicher July 2015; Project No. 140301; 6 pages; drafted by ACG; under seal of Andrew C. Geffert, P.E. 43515-6.

EXHIBIT 2
SPECIAL PROVISIONS

1. Farm buildings currently located on the Property shall be removed prior to commencement of construction of a phase of single family that includes property on which the farm buildings are located. Removal or razing shall be at the Developer's sole expense.
2. The following documents are required to be executed and recorded, as appropriate, prior to commencement of construction:
 - a. Declaration of Covenants, Restrictions, Conditions and Easements for Single Family
 - b. Declaration of Covenants, Restrictions, Conditions and Easements for Senior Multi-Family and Multi-Family
 - c. Stormwater Management and Waiver of Right to Contest
 - d. Path Maintenance and Waiver of Right to Context
 - e. Declaration Restricting Transfer of Lots
 - f. Developer-Windsor Sanitary District No. 1 Agreement with special assessment, collateral and recoupment provisions approved by Windsor Sanitary District No. 1 and Town Board.
3. The Developer has elected to reserve the right to build a certain number of units in the Multi-Family and Senior Multi-Family Areas. If Developer requests a reduction in the number of units in the Multi-Family and Senior Multi-Family Areas, the request shall be directed to the Town Attorney, addressed in the addendum entered into by and between the Town and the Developer and subject to review and approval by the Town Board.

EXHIBIT 3
LEGAL DESCRIPTIONS AND TAX PARCEL IDENTIFICATION NOS.

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

[To be provided to Town by Surveyor]

LOTS IN PLAT	TAX PARCEL NOS.
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
Etc.	

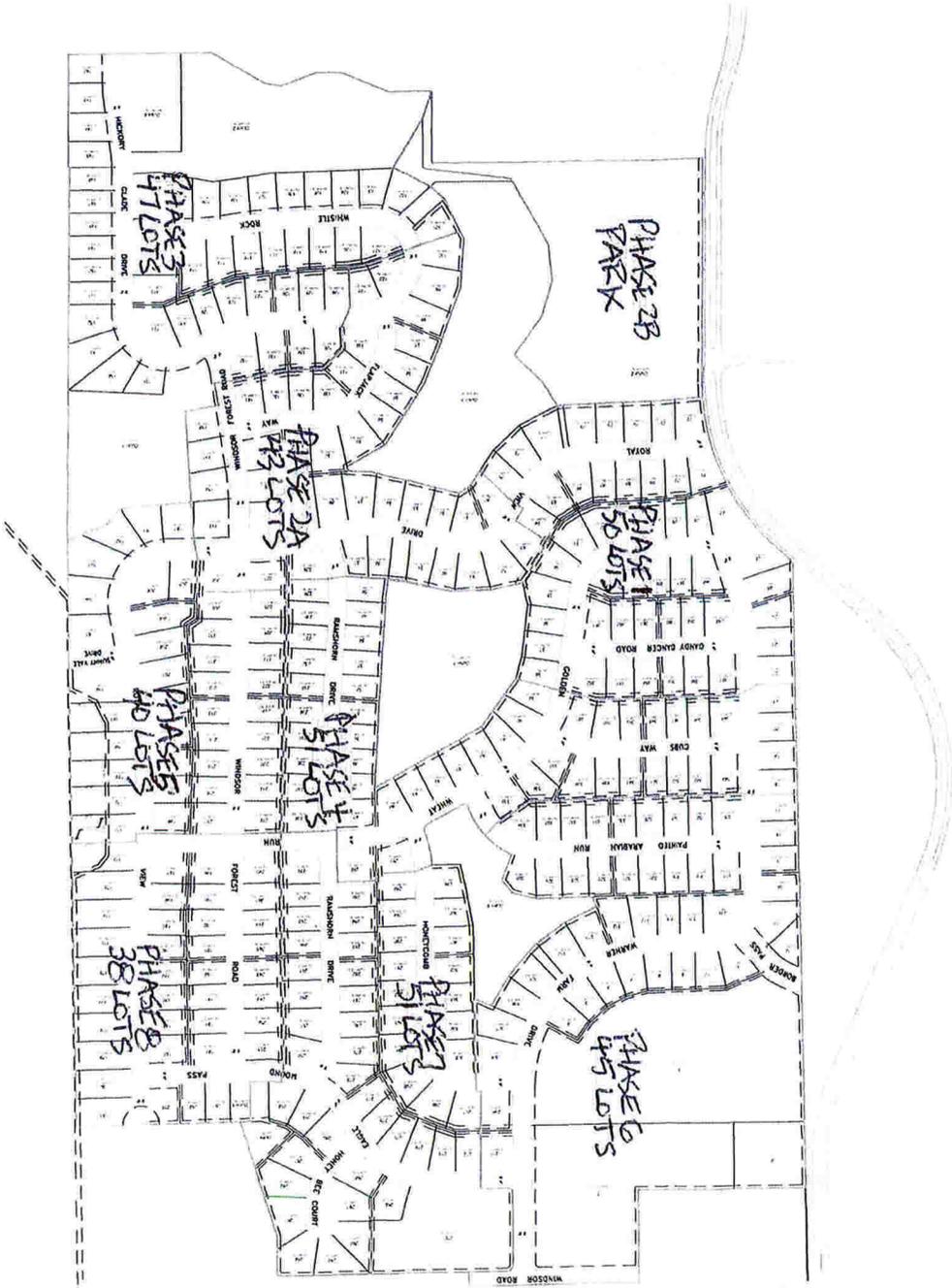
EXHIBIT 4

BEAR TREE FARMS PHASING SCHEDULE

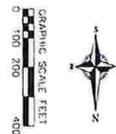
PHASE (TYPE OF USE; LOTS) (SF=single family; MF=multi- family; C=commercial)	ANTICIPATED START DATE <i>(may change due to market demand)</i>	DATE OF APPROVAL OF PHASE BY TOWN BOARD	DEADLINE FOR COMPLETION OF PUBLIC IMPROVEMENTS IN PHASE
PHASE 1-SF:	7/15	8/15	12/16
PHASE 2-SF:	7/16-4/17	TBD	TBD
PHASE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

Recordable Map to be provided by Developer and recorded as Page 2 of this Exhibit 4.



DATE 06-24-2015
PROJECT 130264



MAP
EX 4

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

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

vierbicher
planners | engineers | auditors
2220 E. WISCONSIN STREET, SUITE 200
WISCONSIN, WISCONSIN 53591
PHONE: 608.785.1100 FAX: 608.785.1101
WWW.VIERBICHER.COM

CA

EXHIBIT 5
CALCULATION OF FEES IN LIEU AND PARKLAND IMPROVEMENT FEES

Bear Tree Farms - Windsor (Sec. 38-637 Fees in Lieu of Land)

Step #1 Determine the required parkland dedication based on the number of dwelling units shown on the preliminary plat.

Dane County Zoning District Category X Multiply by 1/10 = Required # of D.U. Per Acre Dedication

R-2 Single Family	364 x 0.1 =	36.4
R-4 Senior	80 x 0.1 =	8.0
R-4 Multi-Family	152 x 0.1 =	15.2
B-1 Commercial	0 x 0.1 =	0.0
RE-1 Park	0 x 0.1 =	0.0
CO-1 Conservancy	0 x 0.1 =	0.0

596 59.6

Note: Bear Tree Farms - Windsor is required to dedicate 59.6 acres of parkland.

Step #2 Determine the acreage of parkland dedication as shown on the preliminary plat

**Square Footage /
Plat Dedication Square Footage Acre**

Outlot 2	882,595	20.3
Outlot 5	213,234	4.9
Outlot 6	10,491	0.2
Outlot 8	150,737	3.5

1,257,057 28.9

Note: Square footage calculation are based on June 3, 2015 final plat.

Note: Bear Tree Farms - Windsor dedicated 28.9 acres of parkland.

Note: Marshes, wetlands, drainageways, detention facilities, and buffer areas adjoining the same (i.e. Outlots 1, 3, 4 & 7) do not count towards satisfaction of parkland dedication.

Step #3 Determine deficiency of parkland dedication for preliminary plat

Required Dedication	Parkland Dedication	Parkland Deficiency
59.6	28.9	30.7

Note: Bear Tree Farms - Windsor has a parkland dedication deficiency of 30.7 acres.

Step #4 Determine the fee in lieu of parkland dedication

Parkland Deficiency Fee / Acre Total

30.7 \$14,259.56 \$438,366.57

Note: Bear Tree Farms - Windsor owes \$438,366.57 for fee in lieu of parkland dedication.

GA

Bear Tree Farms - Windsor (Sec. 38-639 Fees for Initial Improvement of Parkland)

Step #1 Determine the required fees for initial improvement of parkland based on the number of dwelling units shown on the preliminary plat.

Dane County Zoning Parkland Improv.				
District	Category	# of D.U.	Fee / D.U.	Fee
R-2	Single Family	364	\$1,108.89	\$403,635.96
R-4	Senior	80	\$908.97	\$72,717.60
R-4	Multi-Family	152	\$908.97	\$138,163.44
B-1	Commercial	0	\$0.00	\$0.00
RE-1	Park	0	\$0.00	\$0.00
CO-1	Conservancy	0	\$0.00	\$0.00
		596	\$614,517.00	

Note: Bear Tree Farms - Windsor owes \$614,517 for fees for initial improvement of parkland.

Fees in Lieu of Land + Fees for Initial Improvement of Parkland = 1,052,883.57

EXHIBIT 6
PARKS AND OUTLOTS

Primary Uses of Outlots

OUTLOT 1	Stormwater Basins
OUTLOT 2	Community Park
OUTLOT 3	Stormwater Basins
OUTLOT 4	Stormwater Basins
OUTLOT 5	Pocket Park
OUTLOT 6	Pocket Park
OUTLOT 7	Water Tower
OUTLOT 8	Pocket Park

OUTLOT 2: Except where woodlands are located, Developer shall fine grade and seed the Community Park at the Developer's expense prior to turnover to the Town. The Town shall thereafter be responsible for construction of the Community Park. The Town shall not chargeback or assess costs for construction of the Community Park to the Developer or other lot owners. Notwithstanding the foregoing, if the Developer pays the fee in lieu and park improvement fees in full prior to signing the Plat, then the Developer shall only be responsible for rough grading of the Community Park. If the Developer does not pay the fee in lieu and park improvement fees in full prior to signing the Plat, then the Developer shall fine grade and seed the Community Park at Developer's expense prior to turnover, as directed by the Town Engineer.

OUTLOTS 5, 6 AND 8: Developer shall fine grade and seed the Pocket Parks at the Developer's expense, unless otherwise required by the addendum that relates to that phase of the Single Family (R-2) Development in which the Pocket Parks are located.

OUTLOT 7: Developer shall fine grade and seed the Water Tower Site at the Developer's expense.

OUTLOTS 1, 3 AND 4: Developer shall construct Stormwater Basins in accordance with approved plans. Homeowners Association shall maintain Stormwater Basins in accordance with Stormwater Maintenance Agreement.

EXHIBIT 7

**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

CA

**EXHIBIT 8
 LEGAL DESCRIPTION OF STATZ PROPERTY
 OWNED BY STATZ BROS., INC. AND
 SUBJECT TO PURCHASE CONTRACT WITH BEAR TREE FARMS, INC.**

Statz Property

Legal description:

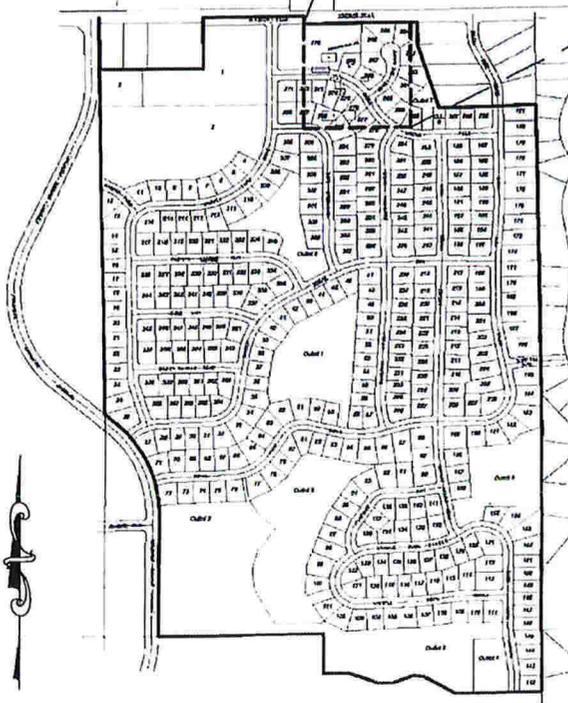
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR
 TREE
 FARMS**

August 14, 2015