

**TOWN OF WINDSOR  
BOARD RESOLUTION 2015-51**

**RESOLUTION APPROVING  
DECLARATION OF RESTRICTIONS AND MAINTENANCE REQUIREMENTS  
FOR STORMWATER MANAGEMENT MEASURES AND  
WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS AND CHARGES  
IN THE 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 DECLARATION OF RESTRICTIONS AND MAINTENANCE REQUIREMENTS FOR STORMWATER MANAGEMENT MEASURES AND WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS AND CHARGES (“Stormwater Management Agreement”), which Stormwater Management Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

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

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

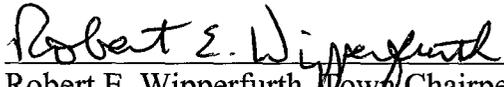
**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Windsor as follows:

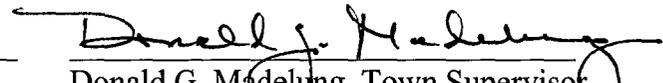
1. The Windsor Town Board hereby approves the Stormwater Management Agreement, and authorizes execution and recording of the Stormwater Management Agreement with the Dane County Register of Deeds.

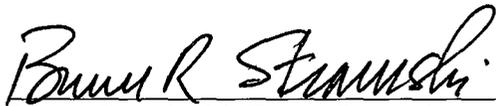
2. The condition set forth as item 5.d. of Board Resolution 2015-54 shall be deemed satisfied at such time as the Town Planning & Development Coordinator receives a copy of the fully executed and recorded Stormwater Management Agreement.
3. A copy of the recorded Stormwater Management Agreement shall 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 August 6, 2015, by a vote of 5 in favor, 0 opposed and 0 abstentions.

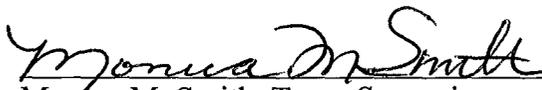
**TOWN OF WINDSOR**

  
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

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. Miscellaneous.**

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

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

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

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

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

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

Madison, WI 53718

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

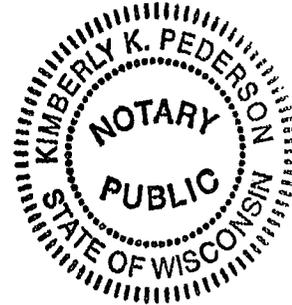
Any party may change its address for the receipt of notice by written notice to the other parties. All parties are deemed to be given notice of changes to the County and/or Windsor address(es) when the local government units so referenced move to a new location. If the parties are unsure of the location,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

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

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

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

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



**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

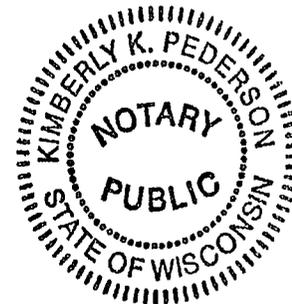
Personally came before me this 9<sup>th</sup> day of September, 2015, the above-named Steven D. Pederson, as President of Bear Tree Farms Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such entity.

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

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

**BEAR TREE FARMS, INC.**

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



**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DANE                )

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

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





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

**TOWN OF WINDSOR**

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

Attest: Christine Capstran  
Christine Capstran, Town Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF DANE

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

[Signature]

Notary Public, State of Wisconsin

My Commission is ~~Permanent~~/Expires: May 23, 2017

Attachments Incorporated by Reference:

Exhibit A: BTF Property

Exhibit B: Statz Property

Exhibit C: Plat Lots and Parcel Identification Numbers

***This Instrument Drafted By:***

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



**EXHIBIT A**

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

**PARCEL A:**

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

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

**PARCEL B:**

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

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

**PARCEL C:**

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

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

**PARCEL D:**

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

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

**PARCEL E:**

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

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

**PARCEL F:**

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

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

PARCEL I:

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

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

PARCEL J:

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

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

**EXHIBIT B**

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

**Statz Property**

Legal description:

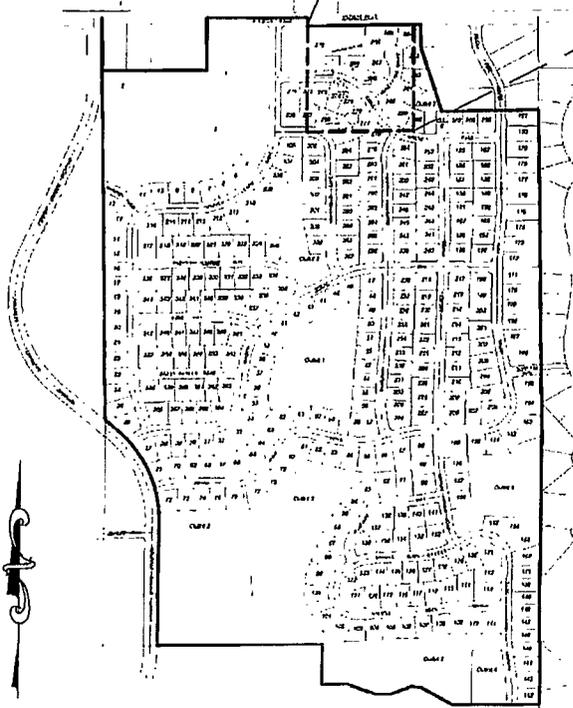
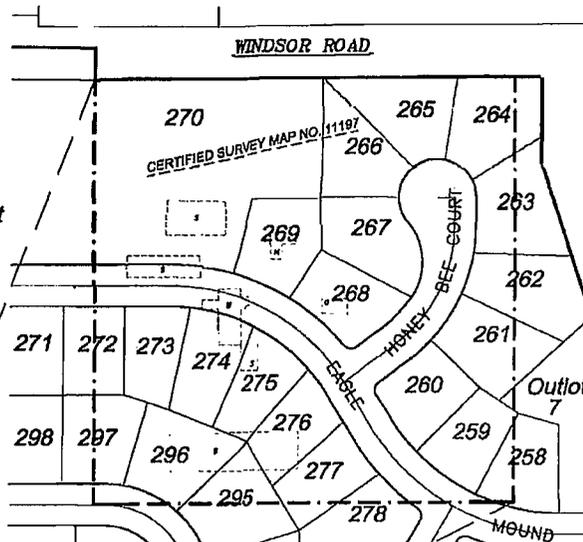
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR  
TREE  
FARMS**

August 14, 2015

*CIA*

**EXHIBIT C**

**PLAT OF BEAR TREE FARMS  
LOT NUMBERS AND PARCEL IDENTIFICATION NUMBERS**

**[PROVIDED BY DEVELOPER'S SURVEYOR]**