

**TOWN OF WINDSOR
BOARD RESOLUTION 2015-53**

**RESOLUTION APPROVING
DECLARATION RESTRICTING SALE OR TRANSFER OF LOTS IN THE
PLAT OF BEAR TREE FARMS
PRIOR TO COMPLIANCE WITH REQUIREMENTS**

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 RESTRICTING SALE OR TRANSFER OF LOTS PRIOR TO COMPLIANCE WITH REQUIREMENTS (“**Transfer Restriction**”), which Transfer Restriction is attached hereto as Exhibit 1 and incorporated herein by reference; and

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

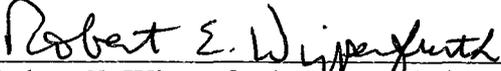
WHEREAS, the Windsor Town Board wishes to approve the Transfer Restriction, as set forth in this Resolution.

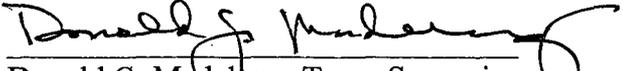
NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor as follows:

1. The Windsor Town Board hereby approves the Transfer Restriction, and authorizes execution and recording of the Transfer Restriction with the Dane County Register of Deeds.
2. The condition set forth as item 5.f. 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 Transfer Restriction.
3. A copy of the recorded Transfer Restriction 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:**

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

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

RECITALS

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

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

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

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

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

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

THIS SPACE RESERVED FOR
RECORDING DATA

RETURN TO:

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

DRAFTED BY:

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

PARCEL IDENTIFICATION NUMBERS:

See **Exhibit D**

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

AGREEMENT

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

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

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

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

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

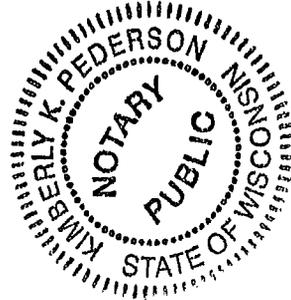
IN WITNESS WHEREOF, the parties have caused this Deed Restriction to be signed in Dane County, Wisconsin to be effective when executed by all parties.

BEAR TREE FARMS, INC.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)



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

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

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

TOWN OF WINDSOR

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

Attest: Christine Capstran
Christine Capstran, Town Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

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

Aldo Schyp

Notary Public, State of Wisconsin

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



Attachments Incorporated by Reference:

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

EXHIBIT A

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

PARCEL A:

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

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

PARCEL B:

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

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

PARCEL C:

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

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

PARCEL D:

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

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

PARCEL E:

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

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

PARCEL F:

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

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

PARCEL I:

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

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

PARCEL J:

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

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

EXHIBIT B

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

Statz Property

Legal description:

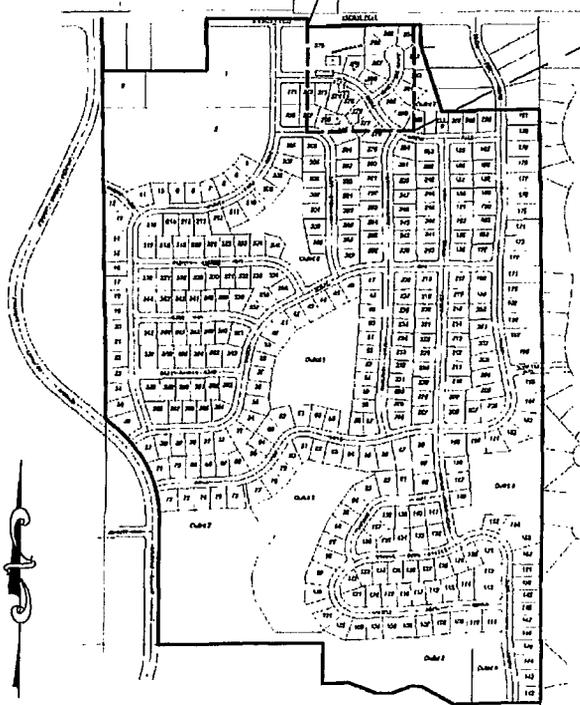
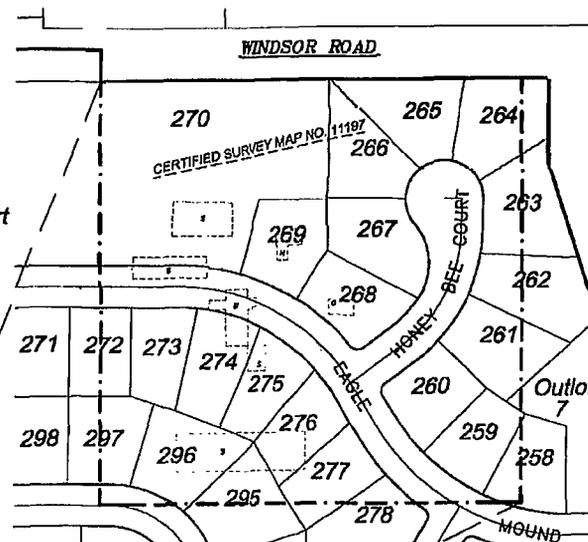
Lot 1, Certified Survey Map No. 11197, as recorded in Vol. 67, Pg. 258-259 of Certified Survey Maps of Dane County, being part of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southwest 1/4, Section 28, T9N, R10E, Town of Windsor, Dane County, Wisconsin.

Parcel No.:

0910-284-8601-0

Owner:

Statz Bros., Inc.



**BEAR
TREE
FARMS**

August 14, 2015

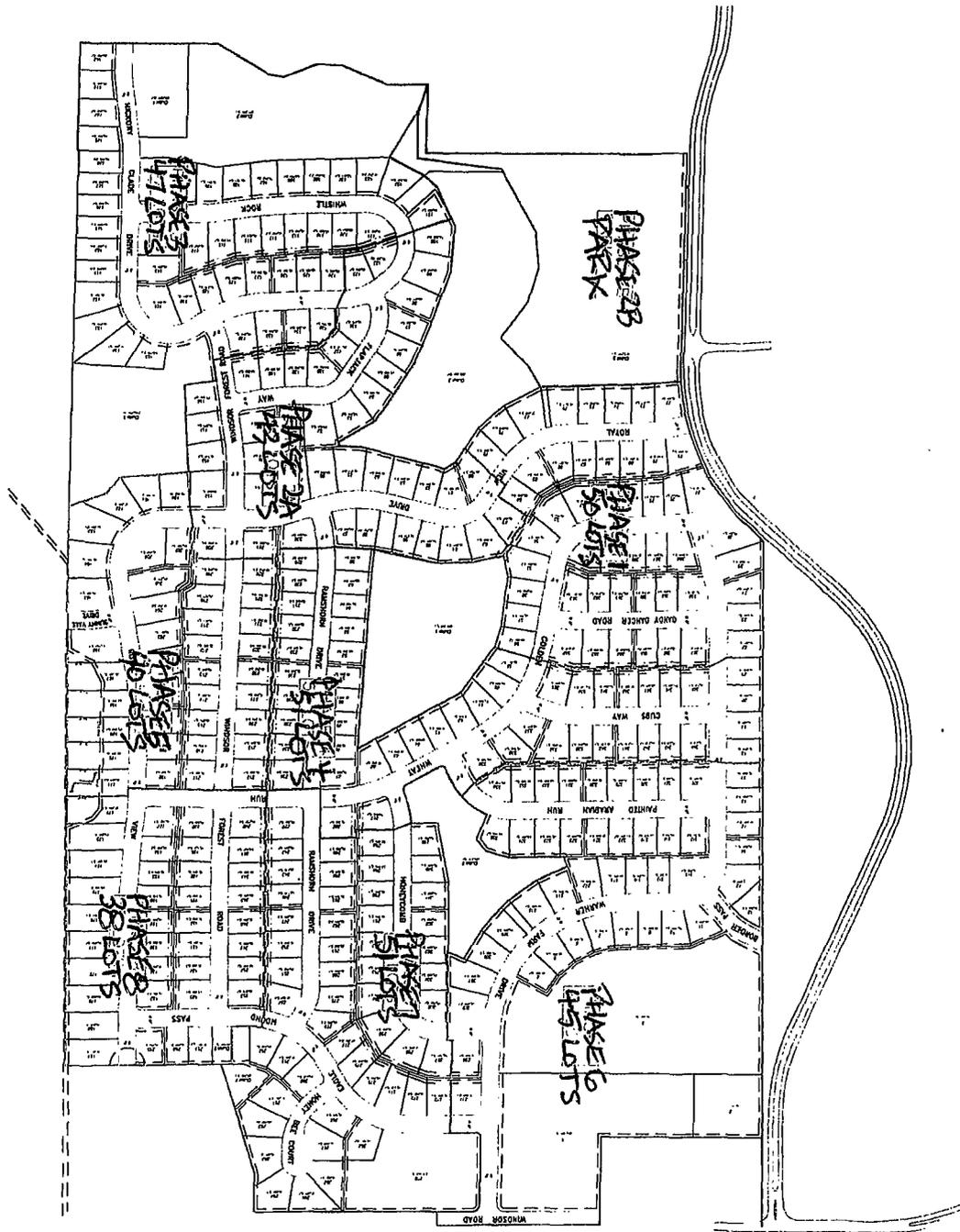
EXHIBIT C

BEAR TREE FARMS PHASING SCHEDULE

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

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

2015-09-03 v4



DATE 06-24-2015
PROJECT 130264



MAP
EX 4C

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

vierbicher
planners | engineers | auditors
REGULATORY - MADISON - FRANKLIN COUNTY
4000 DOWNSIDE DRIVE, MADISON, WI 53704
PHONE: 608.278.1414 FAX: 608.278.1415

CA

CA

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	06/11/15				

EXHIBIT D

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

[PROVIDED BY DEVELOPER'S SURVEYOR]