VILLAGE OF WINDSOR

BOARD RESOLUTION 2018-60

APPROVAL OF UPDATED DEVELOPMENT AGREEMENT FOR BEAR TREE FARMS INCLUDING STORM WATER, PHASE 2 AND WINDSOR COMMUNITY PARK

WHEREAS, Bear Tree Farms, Inc. ("Developer") being the owner of lots identified as the "Affected Lots" in the Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin (the "Property") has requested approval of a Development Agreement for the development of Phase 2 of the Property; and

WHEREAS, the Village and Developer have negotiated a Development Agreement for Phase 2, which Development Agreement provides for approval of the Stormwater Management Plan, correction of the stormwater management facilities required for Phase 1, grading of Outlot 2, installation of a sanitary sewer line that traverses Outlot 2, and completion of the Windsor Community Park in accordance with the contract with Advanced Building Corporation; and

WHEREAS, the Developer has executed the Development Agreement, and is ready to proceed in the manner set forth therein following approval by the Village Board; and

WHEREAS, the Village staff and Special Counsel recommend that the Village Board approve the Development Agreement as presented, a copy of which is attached hereto as Exhibit 1 and incorporated by reference; and

WHEREAS, the Village Board has reviewed the Development Agreement and wishes to approve same, as set forth herein.

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

1. The Village Board hereby approves the Development Agreement as presented, and authorizes the Village President and Village Clerk to execute same. The fully executed Development Agreement shall be recorded in the Dane County Register of Deeds office by the Director of Planning & Development, at the Developer's expense.

2. The Developer shall provide the original letter of credit required for stormwater management facilities and public improvements, as approved by Village Board Resolution 2018-59, as well as the letter of credit for Phase 2 in the amount(s) set forth in the Village Engineer's Memorandum attached to Village Board Resolution 2018-59.

3. The Developer shall pay the fees for Initial Improvement of Parkland for Phase 2 as set forth in Exhibit 4 of the Development Agreement.

4. The Developer shall promptly reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Development Agreement, including, but not limited to, the cost of professional services incurred by the Village of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.

5. All of the conditions set forth in this Resolution shall be satisfied, as determined by the Village Administrator, prior to Developer's commencement of work pursuant to the Development Agreement.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on August 16, 2018, by a vote of 5 in favor, 0 opposed and 0 abstain.

VILLAGE OF WINDSOR

Robert E. Wipperfurth

Robert E. Wipperfurth, President

Attested by:

Christine Capstran

Christine Capstran, Clerk

Incorporated by Reference:
Exhibit 1 Development Agreement

9 3 2 3 9 0 1
Tx:8965975

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO
Amy Schweppe Anderson, Village of Windsor
4084 Mueller Road
DeForest, WI 53532

DRAFTED BY
Constance L. Anderson, as Special Counsel to Village of Windsor, and
Angie Black, as Legal Counsel to Developer

PARCEL IDENTIFICATION NUMBERS
See Exhibit 1

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

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

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

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

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

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

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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 Village of Windsor ("**Village**"), a municipal corporation, with its principal business office located at 4084 Mueller Road, DeForest, WI 53532, to be effective as of August 16, 2018.

RECITALS

WHEREAS, the parties entered into the Original DA which applied to all of the lots located in the Plat of Bear Tree Farms in Dane County, Wisconsin ("**Plat**");

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

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

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

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

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

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

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

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

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

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

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

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 Village and Developer agree as follows:

1. REQUIRED PUBLIC IMPROVEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

Furthermore, the Developer shall obtain the requisite approvals and stormwater and erosion control permits[2] from the Dane County Land & Water Resources Department as required by law, and shall complete each Phase in compliance with

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

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

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

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

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

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

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

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

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

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

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

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

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

2. STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.

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

3. CONTRACTORS ENGAGED BY DEVELOPER FOR PROJECT; INDEMNIFICATION AND INSURANCE.

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

3.2. **Indemnification by Contractor(s).** The Developer shall require all contractors engaged in the construction of the Public Improvements to indemnify and hold the Village 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 Public Improvements. Such indemnification and hold harmless clause shall either be as stated in the prior sentence or otherwise in form and content acceptable to the Village Attorney, and shall be included in each contract which the Developer has with a contractor providing labor or materials for Public Improvements.

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

substantial completion[5] of the Public Improvements for that Phase, the Developer hereby expressly agrees to indemnify, save and hold harmless the Village, 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 particular Public Improvements associated with the particular Phase, except to the extent such claim is the result of the willful or negligent acts of the Village.[6] As requested by the Village, the Developer further agrees to aid and defend the Village with legal counsel acceptable to the Village in the event the Village is named as a defendant in any action for which Developer has agreed to indemnify the Village hereunder, except where such suit is brought by the Developer (in which case this indemnification provision does not apply). This provision is not intended to and shall not be interpreted to limit insurance coverage that may be available to the Village or governmental immunity or other defenses that may be available to the Village, each and all of which are expressly reserved by the Village. It is hereby agreed that the Developer is not an agent or employee of the Village, and neither Developer nor its contractors shall represent itself as an agent or employee of the Village.

3.4. **Insurance by Contractor(s).** The Developer shall also require all contractors engaged in the construction of the Public Improvements to maintain such reasonable insurance as shall be required by the Village Attorney and Engineer, which insurance requirements shall be consistent with requirements imposed on other developers and contractors within the Village. Upon demand, the contractors shall furnish to the Village Attorney and Engineer, a current certificate of insurance to evidence such insurance. All such insurance shall comply with the Village's contract requirements pertaining to damage claims, indemnification of the Village, and insurance. The Contractor(s) so engaged are required to furnish commercial 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 Village is named as an additional insured on such insurance.

4. CONSTRUCTION RELATED ACTIVITIES FOR PUBLIC IMPROVEMENTS.

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

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[5] *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."

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

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

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

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

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

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

complete material testing of the Public 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 Public Improvements as and when they are completed are in compliance with the standards and specifications in the Village Ordinances and this Agreement. The Developer's Engineer's written certification shall be provided to the Village Engineer before the Village Engineer recommends acceptance of the Public Improvements for a Phase to the Village Board. In addition, and also prior to recommendation of acceptance of the Public Improvements, the Developer shall present to the Village valid lien waivers from all persons providing materials and/or performing work on the Public Improvements for which certification is sought. The Developer agrees that no occupancy permits will be issued by the Village for a Phase until the Public Improvements for that Phase have been recommended for acceptance by the Village Engineer; and until all outstanding engineering and inspection fees required to be paid under the Village Ordinances (including engineering and inspection charges of the Village) have been paid in full, and lien waivers are received by the Village indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished to construct the Public Improvements for a Phase. The Village's review and acceptance of Public Improvements shall not be unreasonably withheld, conditioned or delayed and shall be performed and granted in accordance with the Village Ordinances and this Agreement.

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

4.7. **Cost Breakdown.** The Developer shall, upon substantial completion of the Public Improvements, provide to the Village 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 Village may reasonably require.

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

6. **GUARANTEE OF THE WORK.** The Developer agrees to guarantee and warrant all Public Improvement work performed under this Agreement for each Phase against defects in workmanship or materials for a period of *fourteen (14) months from the date of substantial completion* of the Public Improvements for each particular Phase (Public Improvement work on a subsequent Phase shall not extend the warranty period for Public Improvements in a prior Phase; the warranty for each Phase shall be calculated separately). If any defect should appear during the warranty period, the Developer agrees to make required replacement or 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. All guaranties or warranties for materials or workmanship for Public Improvements given by contractors or subcontractors which extend beyond the fourteen (14) month warranty period set forth in this Section are hereby assigned by the Developer to the Village, and confirmation of same shall be provided to the Village Engineer.

7. **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 approving authorities. Where the legal requirements of approving authorities are conflicting, as set forth herein and in applicable laws, regulations and ordinances, the Developer shall comply with the most restrictive requirements provided, however, in the event of a conflict among the provisions in this Agreement and the Village Ordinances with respect to Phase 1 or Phase 2, this Agreement shall control.

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

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

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

10. SURETY.

10.1. The Developer agrees to furnish the Village, prior to the commencement of any Public Improvement work for a particular Phase under this Agreement, with surety in the form of an irrevocable Letter of Credit[7], in a form deemed acceptable by the Village Attorney, in the amount based on the reasonable estimate of the cost to complete the Public Improvements for a particular Phase, to secure performance of the Public Improvement work in accordance with this Agreement and the Village Ordinances. The amount of the Letter of Credit, and any adjustments thereto, shall require approval by the Village Board. The Letter of Credit shall be payable at sight to the Village and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the Village. The Letter of Credit shall include a provision requiring that the Village be given written notice not less than thirty (30) 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 Village not less than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to cover the balance of any Public Improvement work to be performed by Developer for a particular Phase and any sum reasonably required to secure the warranty of work required by this Agreement to the extent security for warranty work is required under the Village Ordinances or this Agreement. The Letters of Credit will be payable to the Village at any time upon presentation of: (i) a sight draft on the issuing Bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized Village official stating that the Developer is in default under this Agreement (beyond applicable notice and cure periods); and (iii) the original of the Letter of Credit.

10.2. As work progresses on installation of Public Improvements constructed for a particular Phase as part of this Agreement, the Village 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

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

construction of Public Improvements for a particular Phase are substantially completed by the Developer, the Village 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 Village Board.

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

10.4. 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 thirty (30) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

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

11. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.

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

11.2. **Stormwater Management and Maintenance Agreement.** The Village and Developer acknowledge that a satisfactory *Declaration of Restrictions and Maintenance Requirements for Stormwater Management Measures and Waiver of Right to Contest Special Assessments and Charges* was recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204220.

11.3. **Path Management and Maintenance Agreement.** The Village and Developer acknowledge that a satisfactory agreement entitled *Requirements for Path Maintenance and Waiver of Right to Contest Special Assessments and Charges* was recorded in the Dane County Register of Deeds office on December 17, 2015 as Document # 5204221.

12. **SURVEY MONUMENTS.** Developer agrees to install all survey monuments for the final Plat in the manner required by law and Village Ordinance, except that pursuant to the provisions of Wis. Stat. § 236.15(1)(h), Developer shall have a period of up to five (5) years after the date of execution of this Agreement by all parties, or the start of construction of the final Phase of the Development, whichever comes first, within which to complete installation of all required monuments in the entire Development as required by law and Village Ordinance. Notwithstanding the foregoing, Developer agrees to complete all such survey work for each Phase of the Plat by the time of completion of Public Improvements for such phase of the Plat.

13. **PARKLAND DEDICATION OR FEE IN LIEU OF DEDICATION.** The Village and Developer agree that, per the Plat dated June 3, 2015, Developer dedicated 28.9 acres of parkland, leaving a parkland deficiency of 30.7 acres. Marshes, wetlands, drainageways, detention facilities and buffer areas (that is, Outlots 1, 3, 4 & 7) do not count toward the Village's parkland dedication requirements. (*See* calculations in Exhibit 5 of the Original DA.) As of August 1, 2018, Developer has paid $424,646.82 as fees in lieu of dedication. Developer has a continuing responsibility to satisfy all requirements of Village Ordinances and this Agreement with regard to the dedication of parklands and/or the payment of fees in lieu of dedication of parklands for the construction of additional residential units in subsequent Phases. The Village and Developer agree that adjustments in the assumptions used in Exhibit 5 of the Original DA will result in adjustments to the amounts due and owing for the fees in lieu of dedication. Fees due shall be based on the rates in effect on the date of payment under the Village Ordinances. In no event shall Developer be required to dedicate or pay more fees in lieu of parkland dedication than those required by the Village Ordinances in effect when a particular Phase is approved. The Developer acknowledges that, if the number of units in a particular Phase differs from the number of units in that portion of the Plat when the Plat was approved, additional fees in lieu of parkland dedication will be due.

14. **FEE FOR INITIAL IMPROVEMENTS TO PARKLAND PER WIS. STAT. § 236.45(6) and §66.01617(6)(g).** Developer has a continuing responsibility to satisfy all requirements of Village Ordinance and State law with regard to the payment of fees for initial improvements to parkland within the Plat. Developer has paid for Phase 1 (50 single

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

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

16. **GENERAL CONDITIONS.**

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

16.2. **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 Village 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 Village'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.

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

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

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

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

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

16.7. **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for Village 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 Village from performing their/its obligations under the Agreement.

16.8. **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.

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

16.10. **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, either certified mail and

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

If to Developer:	Bear Tree Farms, Inc. Attn: Dwight E. Ziegler 370 Campbell Hill Court DeForest, WI 53532
If to Village:	Village of Windsor Attn: Village Clerk 4084 Mueller Road DeForest, WI 53532

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

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

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

SIGNATURES ON FOLLOWING 4 PAGES

Executed in Dane County, Wisconsin, on this 20th day of August, 2018, to be effective as of August 16, 2018.

VILLAGE OF WINDSOR

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

Attest: Christine Capstran
Christine Capstran, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

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

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

NOTARY PUBLIC
SINDY SCHWENN
STATE OF WISCONSIN

Executed in Dane County, Wisconsin, on this 16th day of August, 2018, to be effective as of August 16, 2018.

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DEVELOPER AND OWNER
Bear Tree Farms, Inc.

Steven D. Pederson

By: Steven D. Pederson, President

By: Dwight E. Ziegler, Executive Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

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

Angela Black

Notary Public, State of Wisconsin
My Commission ~~Expires:~~ is permanent

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

INDEMNIFICATION

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

Executed in Dane County, Wisconsin, on this 16th day of August, 2018.

Steven D. Pederson

Steven D. Pederson, Individually

Dwight E. Ziegler, Individually

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

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

Angela Blad

Notary Public, State of Wisconsin
My Commission: is permanent

CONSENT OF MORTGAGEE

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

WISCONSIN RIVER BANK

By: _____
Richard T. Arneson, President

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

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

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

Joy Michelle Yingling
Notary Public
State of Wisconsin

EXHIBIT 1
AFFECTED LOTS

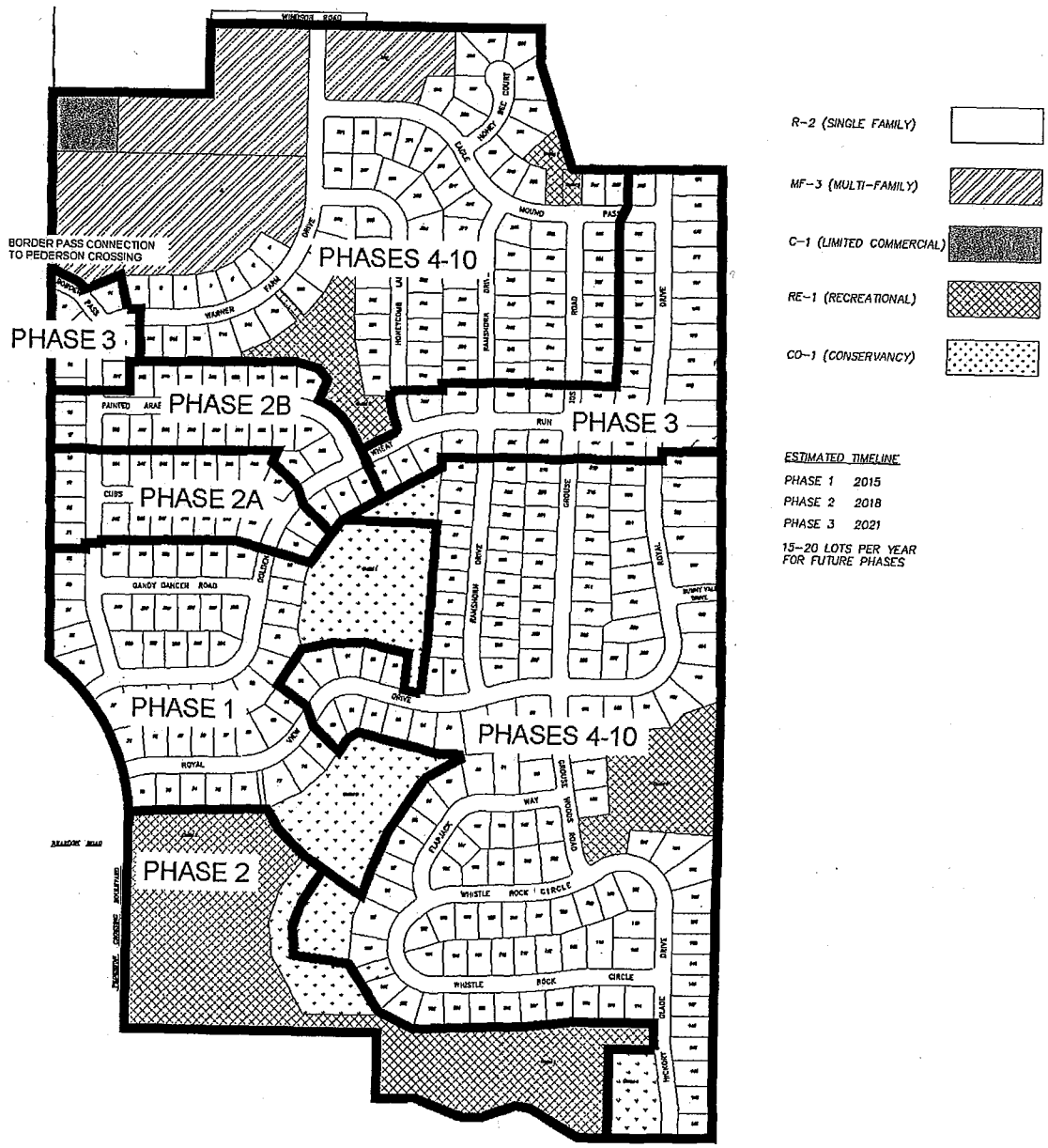
Lot Number	Parcel Number	Lot Number	Parcel Number	Lot Number	Parcel Number
1	0910-283-0001-1	80	0910-332-0270-1	134	0910-331-2564-1
2	0910-283-0012-1	81	0910-332-0281-1	135	0910-331-2575-1
3	0910-283-0023-1	82	0910-332-0292-1	136	0910-331-2586-1
4	0910-283-0034-1	83	0910-331-2003-1	137	0910-331-2597-1
5	0910-283-0045-1	84	0910-331-2014-1	138	0910-331-2608-1
6	0910-283-0056-1	85	0910-331-2025-1	139	0910-331-2619-1
7	0910-283-0067-1	86	0910-331-2036-1	140	0910-331-2630-1
8	0910-283-0078-1	87	0910-331-2047-1	141	0910-331-2641-1
9	0910-283-0089-1	88	0910-331-2058-1	142	0910-331-4002-1
10	0910-283-0100-1	89	0910-331-2069-1	143	0910-331-4013-1
11	0910-283-0111-1	90	0910-331-2080-1	144	0910-331-4024-1
12	0910-283-0122-1	91	0910-331-2091-1	145	0910-331-4035-1
13	0910-283-0133-1	92	0910-331-2102-1	146	0910-331-2666-1
14	0910-283-6004-1	93	0910-331-2113-1	147	0910-331-2677-1
15	0910-283-6015-1	94	0910-331-2124-1	148	0910-331-2688-1
16	0910-283-6026-1	95	0910-331-2135-1	149	0910-331-2699-1
17	0910-283-6037-1	96	0910-331-2146-1	150	0910-331-2710-1
18	0910-283-6048-1	97	0910-331-2157-1	151	0910-331-2721-1
19	0910-283-6059-1	98	0910-331-2168-1	152	0910-331-2732-1
20	0910-283-6070-1	99	0910-331-2179-1	153	0910-331-2743-1
21	0910-283-6081-1	100	0910-331-2190-1	154	0910-331-2754-1
22	0910-283-6092-1	101	0910-331-2201-1	155	0910-331-2756-1
23	0910-283-6103-1	102	0910-331-2212-1	156	0910-331-2776-1
24	0910-283-6114-1	103	0910-331-2223-1	157	0910-331-2787-1
25	0910-283-6125-1	104	0910-331-2234-1	158	0910-331-2798-1
26	0910-283-6136-1	105	0910-331-2245-1	159	0910-331-2809-1
27	0910-332-0007-1	106	0910-331-2256-1	160	0910-331-2820-1
28	0910-332-0018-1	107	0910-331-2267-1	161	0910-331-2831-1
39	0910-283-6209-1	108	0910-331-2278-1	162	0910-284-4182-1
40	0910-283-6220-1	109	0910-331-2289-1	163	0910-284-4193-1
41	0910-283-6231-1	110	0910-331-2300-1	164	0910-284-4204-1
42	0910-283-6242-1	111	0910-331-2311-1	165	0910-284-4215-1
43	0910-283-6253-1	112	0910-331-2322-1	166	0910-284-4226-1
44	0910-283-6264-1	113	0910-331-2333-1	167	0910-284-4237-1
45	0910-284-4005-1	114	0910-331-2344-1	168	0910-284-4248-1
46	0910-284-4016-1	115	0910-331-2355-1	169	0910-284-4259-1
47	0910-284-4027-1	116	0910-331-2366-1	170	0910-284-4270-1
48	0910-284-4038-1	117	0910-331-2377-1	171	0910-284-4281-1
49	0910-284-4049-1	118	0910-331-2388-1	172	0910-284-4292-1
50	0910-284-4060-1	119	0910-331-2399-1	173	0910-284-4303-1
51	0910-284-4071-1	120	0910-331-2410-1	174	0910-284-4314-1
52	0910-284-4082-1	121	0910-331-2421-1	175	0910-284-2005-1
53	0910-284-4093-1	122	0910-331-2432-1	176	0910-284-2016-1
54	0910-284-4104-1	123	0910-331-2443-1	177	0910-284-2027-1
55	0910-284-4115-1	124	0910-331-2454-1	178	0910-284-2038-1
56	0910-284-4126-1	125	0910-331-2465-1	179	0910-284-2049-1
57	0910-284-4137-1	126	0910-331-2476-1	180	0910-284-2060-1
58	0910-284-4148-1	127	0910-331-2487-1	181	0910-284-2071-1
59	0910-284-4159-1	128	0910-331-2498-1	182	0910-284-2082-1
60	0910-283-6280-1	129	0910-331- 2509-1	183	0910-284-2093-1
61	0910-283-6291-1	130	0910-331-2520-1	184	0910-284-2104-1
62	0910-283-6302-1	131	0910-331-2531-1	185	0910-284-2115-1
63	0910-283-6313-1	132	0910-331-2542-1	186	0910-284-2126-1
71	0910-332-0171-1	133	0910-331-2553-1	187	0910-284-2137-1

Lot Number	Parcel Number	Lot Number	Parcel Number	Lot Number	Parcel Number
188	0910-284-2148-1	246	0910-284-2256-1	304	0910-283-0264-1
189	0910-284-2159-1	247	0910-284-2267-1	305	0910-283-0275-1
190	0910-284-2170-1	248	0910-284-2278-1	306	0910-283-0286-1
191	0910-284-2181-1	249	0910-284-2289-1	307	0910-283-0297-1
192	0910-284-2192-1	250	0910-284-2300-1	308	0910-283-0308-1
193	0910-284-2203-1	251	0910-284-2311-1	309	0910-283-0319-1
194	0910-284-4334-1	252	0910-284-2322-1	310	0910-283-0330-1
195	0910-284-4345-1	253	0910-284-2333-1	311	0910-283-0341-1
196	0910-284-4356-1	254	0910-284-2344-1	312	0910-283-0352-1
197	0910-284-4367-1	255	0910-284-2355-1	313	0910-283-0363-1
198	0910-284-4378-1	256	0910-284-2366-1	314	0910-283-0374-1
199	0910-284-4389-1	257	0910-284-2377-1	315	0910-283-0385-1
200	0910-284-4400-1	258	0910-284-2388-1	316	0910-283-0396-1
201	0910-284-4411-1	259	0910-284-2399-1	317	0910-283-6377-1
202	0910-284-4422-1	260	0910-284-2410-1	318	0910-283-6388-1
203	0910-284-4433-1	261	0910-284-2421-1	319	0910-283-6399-1
204	0910-284-4444-1	262	0910-284-2432-1	320	0910-283-6410-1
205	0910-284-4455-1	263	0910-284-2443-1	321	0910-283-6421-1
206	0910-284-4466-1	264	0910-284-2454-1	322	0910-283-6432-1
207	0910-284-4477-1	265	0910-284-2465-1	323	0910-283-6443-1
208	0910-284-4488-1	266	0910-284-2476-1	324	0910-283-6454-1
209	0910-284-4499-1	267	0910-284-2487-1	325	0910-283-6465-1
210	0910-284-4510-1	268	0910-284-2498-1	326	0910-283-6476-1
211	0910-284-4521-1	269	0910-284-2509-1	327	0910-283-6487-1
212	0910-284-4532-1	270	0910-284-2520-1	328	0910-283-6498-1
213	0910-284-4543-1	271	0910-283-0151-1	329	0910-283-6509-1
214	0910-284-4554-1	272	0910-283-0162-1	330	0910-283-6520-1
215	0910-284-4565-1	273	0910-283-0173-1	331	0910-283-6531-1
216	0910-284-4576-1	274	0910-284-2544-1	332	0910-283-6542-1
217	0910-284-4587-1	275	0910-284-2555-1	333	0910-283-6553-1
218	0910-284-4598-1	276	0910-284-2566-1	334	0910-283-6564-1
219	0910-284-4609-1	277	0910-284-2577-1	335	0910-283-6575-1
220	0910-284-4620-1	278	0910-284-2588-1	336	0910-283-6586-1
221	0910-284-4631-1	279	0910-284-2599-1	337	0910-283-6597-1
222	0910-284-4642-1	280	0910-284-2610-1	338	0910-283-6608-1
223	0910-284-4653-1	281	0910-284-2621-1	339	0910-283-6619-1
224	0910-284-4664-1	282	0910-284-2632-1	340	0910-283-6630-1
225	0910-284-4675-1	283	0910-284-2643-1	341	0910-283-6641-1
226	0910-284-4686-1	284	0910-284-2654-1	342	0910-283-6652-1
227	0910-284-4697-1	285	0910-284-4885-1	343	0910-283-6663-1
228	0910-284-4708-1	286	0910-284-4896-1	344	0910-283-6674-1
229	0910-284-4719-1	287	0910-284-4907-1	345	0910-283-6684-1
230	0910-284-4730-1	288	0910-284-4918-1	346	0910-283-6696-1
231	0910-284-4741-1	289	0910-284-4929-1	347	0910-283-6707-1
232	0910-284-4752-1	290	0910-284-2670-1	348	0910-283-6718-1
233	0910-284-4763-1	291	0910-284-2681-1	349	0910-283-6729-1
234	0910-284-4774-1	292	0910-284-2692-1	350	0910-283-6740-1
235	0910-284-4785-1	293	0910-284-2703-1	351	0910-283-6751-1
236	0910-284-4796-1	294	0910-284-2714-1	364	0910-283-6894-1
237	0910-284-4807-1	295	0910-284-2725-1	365	0910-283-6905-1
238	0910-284-4818-1	296	0910-283-0196-1	366	0910-283-6916-1
239	0910-284-4829-1	297	0910-283-0207-1	367	0910-283-6927-1
240	0910-284-4840-1	298	0910-283-0218-1		
241	0910-284-4851-1	299	0910-283-6339-1		
242	0910-284-4862-1	300	0910-283-6350-1		
243	0910-284-2223-1	301	0910-283-0231-1		
244	0910-284-2234-1	302	0910-283-0242-1		
245	0910-284-2245-1	303	0910-283-0253-1		

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

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

EXHIBIT 2
PHASING PLAN



SNYDER & ASSOCIATES

BEAR TREE FARMS
PHASING PLAN
8/8/18

PHASING SUBJECT TO CHANGE
BASED ON MARKET CONDITIONS

EXHIBIT 2

P:\PROJECTS\2016\116-0177-30 Bear Tree Farms\Design\Phase_2_Design\116-0177-30_Phasing_2018-08-09 - GRAY.dwg

EXHIBIT 3
SPECIAL PROVISIONS

Overall:

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

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

For a Particular Phase:

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

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

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

Fees for Initial Improvement of Parkland (2018)

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

Fees Due at Time Building Permit Issued (2018)

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

Special Assessment[1] (as of August 16th, 2018)

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

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