

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2020-77**

**APPROVAL OF THE PHASE 3 AMENDMENT TO THE AGREEMENT FOR
PUBLIC IMPROVEMENTS AND DEVELOPMENT MATTERS OF THE PLAT OF
BEAR TREE FARMS**

WHEREAS, Bear Tree Farms, Inc, a Wisconsin corporation ("Developer") has an on-going development known as the Plat of Bear Tree Farms ("Plat"), located in the Village of Windsor, Dane County, Wisconsin; and

WHEREAS, the Developer executed an agreement with the Village of Windsor (the "Development Agreement"), which anticipated subsequent amendments for each particular phase of development of the Plat; and

WHEREAS, the Village and Developer previously executed amendments of the Development Agreement to permit the Developer to develop previous phases; and

WHEREAS, Developer is ready to proceed with development of Phase 3 and in order to do so must enter into an amendment of the Development Agreement (the "Amendment"), which is attached hereto; and

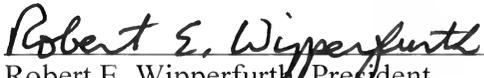
WHEREAS, Village staff and consultants have reviewed the Amendment, and recommend that the Village Board approve same, all as attached hereto and set forth herein.

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

1. The Village Board hereby approves the Amendment in the form attached hereto, and authorizes the Village President, Village Attorney, and Village Staff to execute same; subject to the condition that the Developer provide the Letter of Credit as specified in the Development Agreement to the Village, and pay any and all outstanding fees due and owing to the Village.
2. The Director of Planning/Zoning Administrator shall record the Amendment in the Office of the Dane County Register of Deeds, at the Developer's expense.
3. Following satisfaction of the requirements set forth in this Resolution, the Village Engineer shall have the authority to proceed with his customary review and monitoring of the project, including authority to issue to the Developer a notice to proceed with Phase 3.
4. All of the conditions set forth in this Resolution and the Amendment shall be satisfied, as determined by the Village Director of Planning / Zoning Administrator, prior to Developer commencing any work on any subsequent phase.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on September 3, 2020, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Village Clerk

Incorporated by Reference:

Agreement for Public Improvements and Development Matters
Phase 3 Amendment to Agreement for Public Improvements and Development Matters

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

**AMENDMENT TO AGREEMENT FOR PUBLIC
IMPROVEMENTS AND DEVELOPMENT
MATTERS FOR PHASE 3
("Phase 3 Amendment")**

This Phase 3 Amendment amends the Agreement for Public Improvements and Development Matters for the Plat of Bear Tree Farms, Village of Windsor, Dane County, Wisconsin which was executed to be effective on August 16, 2018, and recorded in the Dane County Register of Deeds office on August 21, 2018 as Document # 5435598

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

9 6 4 9 9 8 7
Tx:9170214
KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5639326
09/21/2020 01:59 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 13

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Amy Schweppe Anderson, Village of Windsor
4084 Mueller Road
DeForest, WI 53532
DRAFTED BY:
William Cole, as Legal Counsel to Village of Windsor, and
Angie Black, as Legal Counsel to Developer

PARCEL IDENTIFICATION NUMBERS
See Exhibit 1-A

PHASE 3 AMENDMENT

1 **THIS AMENDMENT TO AGREEMENT FOR PUBLIC IMPROVEMENTS AND**
2 **DEVELOPMENT MATTERS** (the “**Amendment**” or “**Phase 3 Amendment**”) is made and
3 entered into by and between Bear Tree Farms, Inc., a Wisconsin corporation, with its principal
4 business office located at 370 Campbell Hill Court, DeForest, WI 53532 (“**Developer**”), and the
5 Village of Windsor (“**Village**”), a municipal corporation, with its principal business office located
6 at 4084 Mueller Road, DeForest, WI 53532, to be effective when executed by both parties.

RECITALS

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10 **WHEREAS**, the parties entered into an Agreement for Public Improvements and
11 Development Matters effective as of August 16, 2018 (the “**Development Agreement**”), which
12 applies to the Plat of Bear Tree Farms in Dane County, Wisconsin, referred to and described and
13 defined as the “Plat” in the Development Agreement, and requires that the parties amend the
14 Development Agreement to provide for approval of each phase of the development;

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16 **WHEREAS**, the Developer has requested approval of Phase 3 of the Plat, and the Village
17 is willing to approve Phase 3 on the terms and conditions set forth in this Amendment;

18
19 **WHEREAS**, pursuant to the Development Agreement this Phase 3 Amendment shall
20 apply to all lots within Phase 3 of the Plat (the lots subject to this Amendment are described in
21 **Exhibit 1-A** and Phase 3 of the Plat is depicted in **Exhibit 2-A**);

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23 **WHEREAS**, the parties wish to confirm their mutual understanding by executing this
24 Phase 3 Amendment.

PHASE 3 AMENDMENT

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

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32 1. **DEVELOPMENT AGREEMENT AMENDMENT REQUIRED.** Sections 1.2 and 1.3 of
33 the Development Agreement require Village approval of each phase of development within
34 the Plat and a written amendment confirming Village approval and conditions. This
35 Amendment satisfies this requirement as to Phase 3. When fully executed, the Amendment
36 shall be recorded by the Village, at the Developer's expense.
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38 2. **APPROVAL OF PHASE 3 OF THE PLAT.** This Phase 3 Amendment confirms that Phase
39 3 of the Plat has been approved by the Village, subject to the following terms and conditions:

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41 **2.1. Property Included in Phase 3.** Phase 3 shall include the thirty-four (34) lots
42 described in **Exhibit 1-A**, which shall comprise “**Phase 3**,” which is depicted on
43 **Exhibit 2-A**.

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2.2. Phasing Plan Amended. The Phasing Plan depicted on **Exhibit 2-A**, which is attached and incorporated by reference, is hereby approved. By approving this Phase 3 Amendment, the Village determines that the “**Phasing Plan**” attached hereto as **Exhibit 2-A** satisfies Section 1.2 of the Development Agreement, and further acknowledges and agrees that the proposed connections and Public Improvements for Phase 3, as set forth in the Plans described on **Exhibit 3-A**, and incorporated by reference, are approved by this Phase 3 Amendment.

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2.3 Public Improvements. The Village and Developer acknowledge and agree the plans and specifications for completion of the Public Improvements for Phase 3 have been reviewed by the Village Engineer and, per **Exhibit 3-A**, the Village Engineer has no objection to the Public Improvement work within Phase 3 proceeding subject to and in accordance with this Phase 3 Amendment.

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2.4 Engineering and Construction Plans. The Village and Developer acknowledge the Engineering and Construction Plans set forth on **Exhibit 3-A**, and shall proceed in accordance with said plans and this Phase 3 Amendment with respect to Phase 3, except as otherwise indicated herein.

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2.5 Phase 3 Stormwater Improvements. Simultaneous with construction of Phase 3, Developer shall also construct stormwater management facilities for Phase 3 (“**Phase 3 Stormwater Improvements**”) as shown on the attached and incorporated **Exhibit 5-A** (detention basin outlined with bold dashed line).

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2.6 Parkland Dedication or Fee In Lieu of Dedication. The Village and Developer agree that as of the date of this Phase 3 Amendment, Developer has dedicated 28.9 acres of parkland and has paid \$424,646.82 as fees in lieu of dedication in connection with the Development. Developer does not owe any fees in lieu of dediciton in connection with Phase 3.

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2.7 Fee for Initial Improvement to Parkland Per Wis. Stat. § 236.45(6) and §66.0617(6)(g)¹. Developer has a continuing responsibility to satisfy all requirements of Village Ordinances and State law with regard to the payment of fees for initial improvements to parkland with regard to all lots within Phase 3, in accordance with the Development Agreement, the Village Ordinances and Wisconsin Statutes. In accordance with Section 14 of the Development Agreement, the Developer shall pay the Fees For Initial Improvement of Parkland set forth in Exhibit 4-A in accordance with the options and timing for payment set forth in Wis. Stat. §66.0617(6)(g).

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2.8 Special Assessments and Impact Fees. Pursuant to Section 15 of the Development Agreement, the special assessments and impact fees due in connection with Phase 3

¹ Section 14 of the Development Agreement contains a typo in reference to Wis. Stats. §66.0617(6)(g), and the parties acknowledge and agree the statutory reference in Section 14 is hereby correct to refer to §66.0617(6)(g).

87 as of the date of this Phase 3 Amendment are set forth at the attached **Exhibit 4-A**,
88 which shall be payable in accordance with Wis. Stats. §66.0617(6)(g) and other
89 applicable Wisconsin Statutes, but the amounts shall be subject to change based on
90 subsequent revisions to applicable Village Ordinances, if payments are made after
91 the date of revision to the Village's Ordinances.
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93 3. **RATIFICATION OF DEVELOPMENT AGREEMENT.** Except as modified by this Phase
94 3 Amendment, the Development Agreement is fully ratified and remains binding on the parties
95 hereto. All terms defined in the Development Agreement have the same meaning in this Phase
96 3 Amendment, except where otherwise defined by this Phase 3 Amendment. Any provision
97 of the Development Agreement not specifically amended herein shall remain in full force and
98 effect and shall apply to Phase 3 to the extent applicable as set forth in the Development
99 Agreement. The terms of this Phase 3 Amendment shall modify and supplement the
100 Development Agreement with regard to Phase 3 and the lots within Phase 3 only unless
101 otherwise expressly stated herein.
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103 4. **EXHIBITS.** The following Exhibits attached hereto are incorporated by reference:
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105 Exhibit 1-A – Affected Lots

106 Exhibit 2-A – Phasing Plan

107 Exhibit 3- A – Approved Plans, Specifications and Other Details of Phase 3 Public
108 Improvements

109 Exhibit 4-A – Phase 3 Special Assessments and Impact Fees

110 Exhibit 5-A – Phase 3 Stormwater Improvements
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113 ***SIGNATURES ON FOLLOWING 3 PAGES***

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Executed in Dane County, Wisconsin, on this 11 day of September, 2020.

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 11 day of September 2020, 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.

[Signature]

Notary Public, State of Wisconsin
My Commission Expires: May 23, 2021



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 Phase 3 Amendment, this 2nd day of September, 2020.

WISCONSIN RIVER BANK

By: Richard T. Arneson
Richard T. Arneson, President

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 2nd day of Sept, 2020, the above-named Richard T. Arneson, President of Wisconsin River Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Wisconsin River Bank.

Stephanie Gray
Notary Public, State of Wisconsin
My Commission: June 4th, 2024

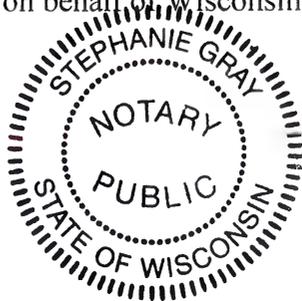


EXHIBIT 1-A
AFFECTED LOTS/
PHASE 3 LOTS

Lot Number	Parcel Number
15	0910-283-6015-1
44	0910-283-6264-1
45	0910-284-4005-1
46	0910-284-4016-1
47	0910-284-4027-1
171	0910-284-4281-1
172	0910-284-4292-1
173	0910-284-4303-1
174	0910-284-4314-1
175	0910-284-2005-1
176	0910-284-2016-1
177	0910-284-2027-1
178	0910-284-2038-1
179	0910-284-2049-1
180	0910-284-2060-1
181	0910-284-2071-1
182	0910-284-2082-1
185	0910-284-2115-1
186	0910-284-2126-1
189	0910-284-2159-1
190	0910-284-2170-1
193	0910-284-2203-1
194	0910-284-4334-1
196	0910-284-4356-1
197	0910-284-4367-1
198	0910-284-4378-1
217	0910-284-4587-1
218	0910-284-4598-1
238	0910-284-4818-1
239	0910-284-4829-1
240	0910-284-4840-1
255	0910-284-2355-1
286	0910-284-4896-1
317	0910-283-6377-1

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
 Authorized by:

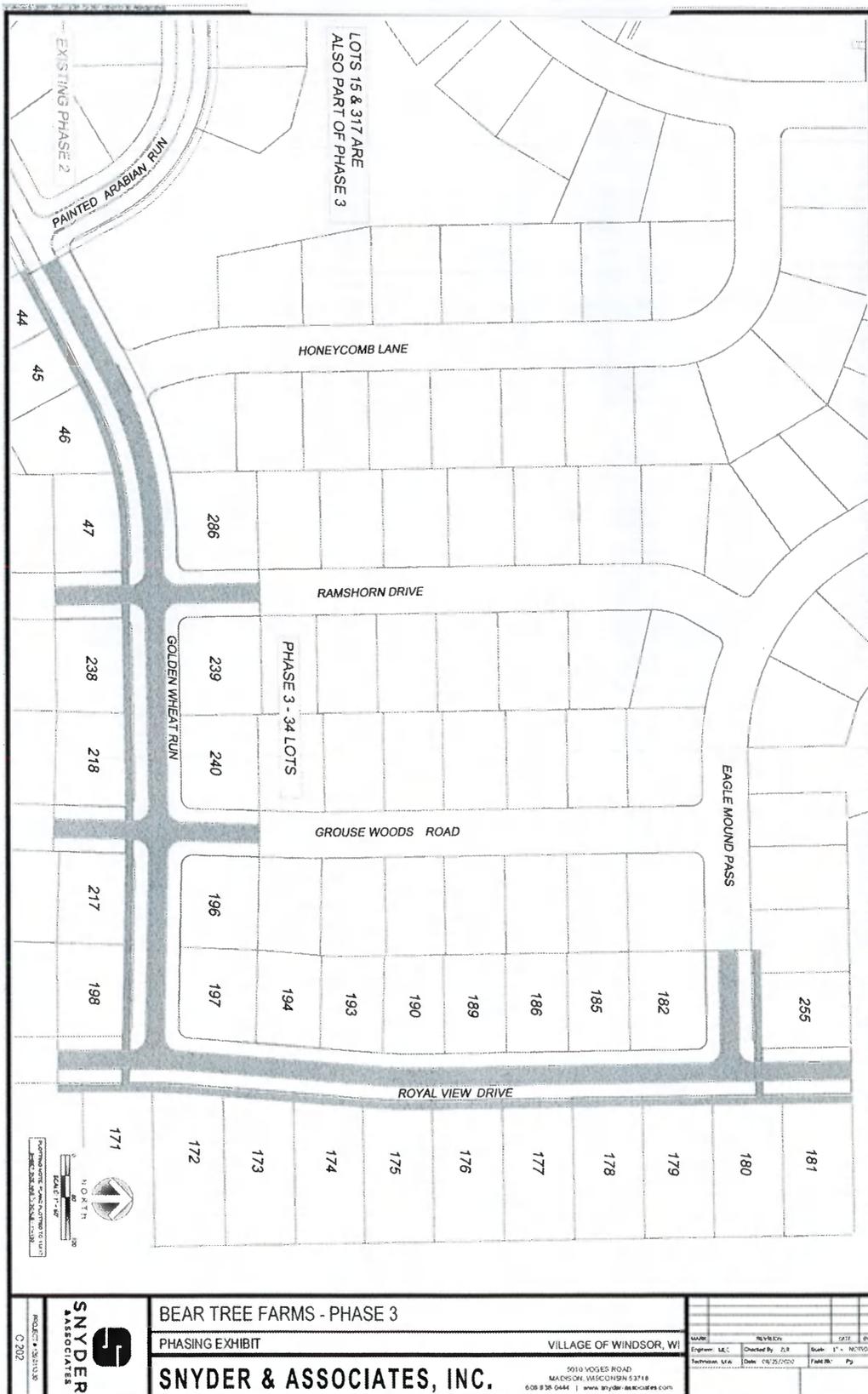


EXHIBIT 2-A PHASING PLAN

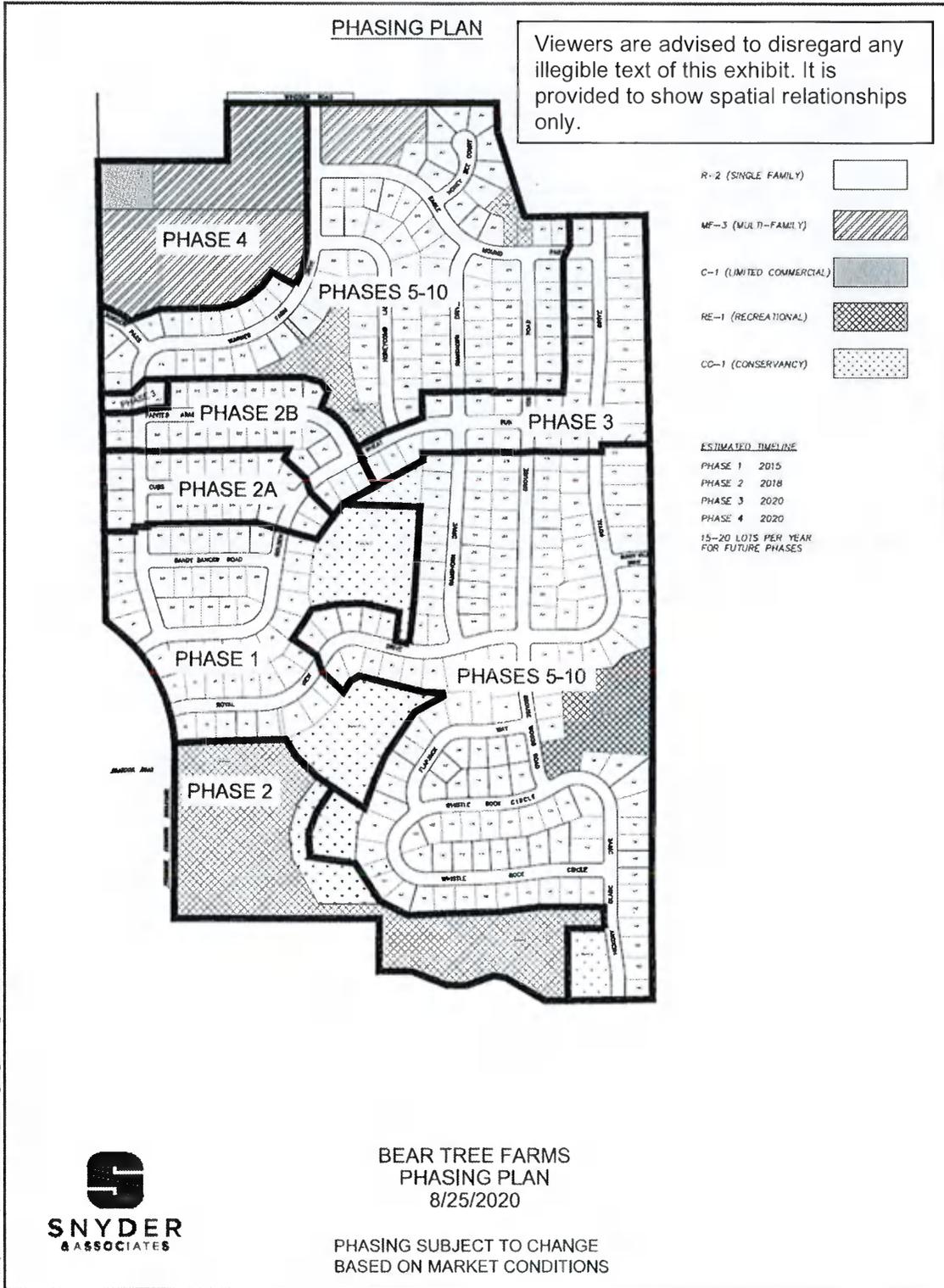


EXHIBIT 3-A
APPROVED PLANS, SPECIFICATIONS AND OTHER DETAILS OF PHASE 3
PUBLIC IMPROVEMENTS

For Phase 3:

PLANS: The Village Engineer has no objection to the final plans for Phase 3 presented by the Developer's Engineers, which plans are marked as follows:

- Phase 3 Bear Tree Farms Construction Plans, dated July 28, 2020, prepared by Snyder & Associates, Inc.

EXHIBIT 4-A
PHASE 3 SPECIAL ASSESSMENTS AND IMPACT FEES

Fees for Initial Improvement of Parkland (2020)

Development Phase	Number of Units	Cost per Unit	Total
Phase 3	34	\$1,230.45	\$41,835.30

Fees Due at Time Building Permit Issued (2020)

Development Review	Fee
Design Review	\$150.00
Erosion Control	\$100.00
Inspection	<i>(Varies)</i>
Address Assignment	\$40.00
Plan Review	\$50.00
Refuse/Recycling	<i>(Varies)</i>
Wisconsin Permit Seal	\$40.00
Driveway/Culvert	\$25.00
Zoning Permit	<i>(Varies)</i>
Public Safety Residential	\$355.00 / dwelling unit
Traffic Impact Fee (West)	\$915.50 / dwelling unit
Water Impact Fee	\$3,000.00 / dwelling unit
Sewer Connection Fee	\$500.00 / lateral + \$100 /dwelling unit
Unmetered Water Fee	<i>(Varies)</i>
Grading Plan Review	\$200.00 / dwelling unit
Grading Plan Escrow	\$1,000 / dwelling unit (Refundable)

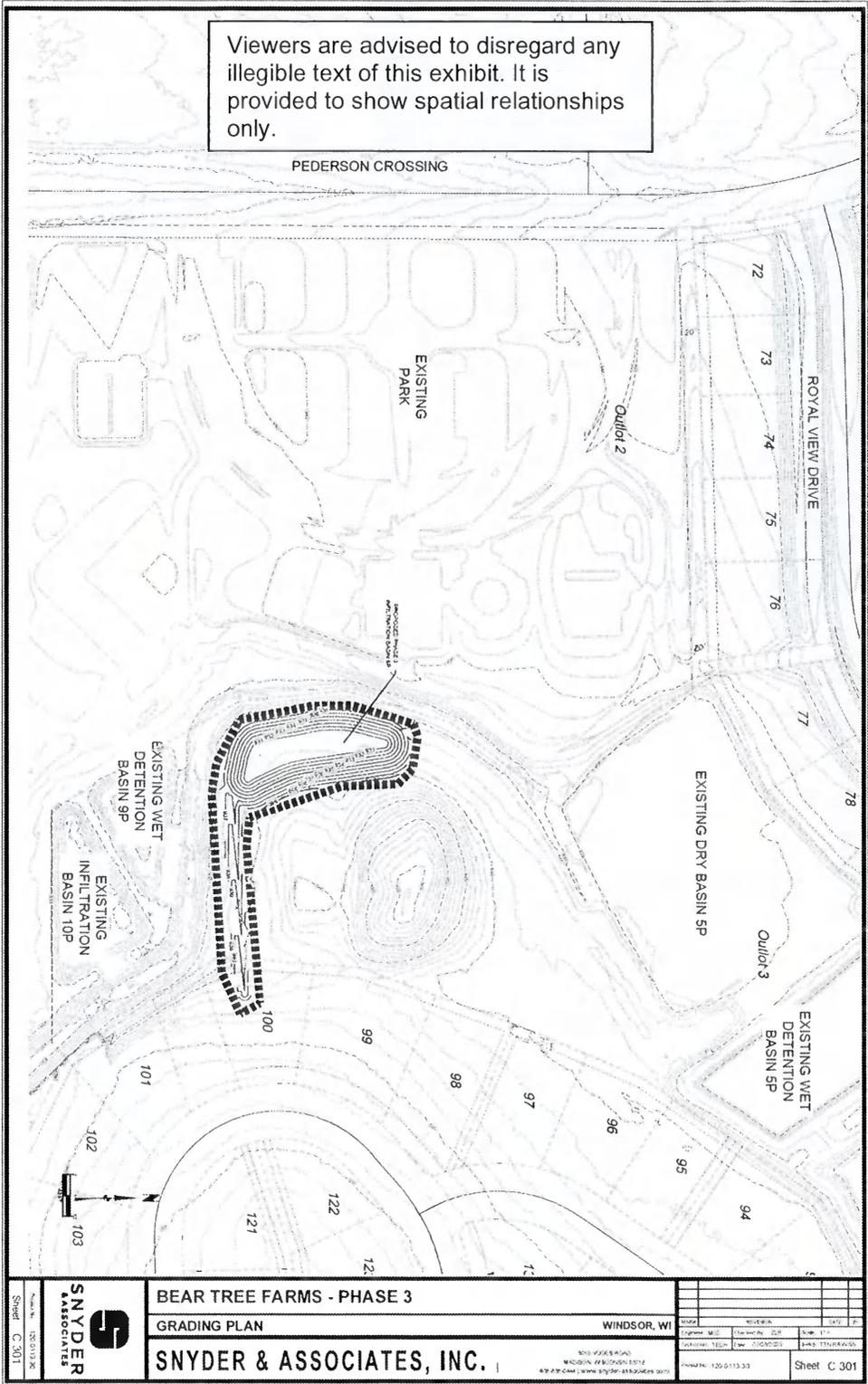
Special Assessment¹ (as of September 3th, 2020)

Lot	Cost per Lot	Total
100 (Example)	\$4,905.90	4,905.90

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.

EXHIBIT 5-A
PHASE 3 STORMWATER IMPROVEMENTS

Viewers are advised to disregard any illegible text of this exhibit. It is provided to show spatial relationships only.



 SNYDER & ASSOCIATES <small>INCORPORATED</small> 1500 13th St Sheboygan, WI 53081 Phone: 920.452.1300 Fax: 920.452.1301	BEAR TREE FARMS - PHASE 3 GRADING PLAN		WINDSOR, WI									
	SNYDER & ASSOCIATES, INC.		<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DESCRIPTION	DATE	BY				
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<small> 800.452.1300 920.452.1300 920.452.1301 www.snyderandassociates.com </small>		<table border="1"> <tr> <td>Project No.</td> <td>1305-113-33</td> </tr> <tr> <td>Sheet</td> <td>C-301</td> </tr> </table>		Project No.	1305-113-33	Sheet	C-301					
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