



MEETING OF TOWN OF VERONA PLAN COMMISSION

Thursday February 17, 2022 6:30 p.m.

Due to the COVID-19 pandemic, the Town of Verona Plan Commission will hold its meeting as via Zoom. The Plan Commission meeting will NOT be held at Town Hall, 7669 County Highway PD, Verona WI.

To join the meeting online:

<https://us06web.zoom.us/j/83076988432?pwd=cEVZRTk2ak55YWwHHRlgySC9TT2VGQT09>

Meeting ID: 830 7698 8432

Passcode: 346361

Or dial by your location using the same meeting ID and password above
(312) 626 6799

SPEAKING INSTRUCTIONS

Oral public comments: Those wishing to speak during the Zoom meeting MUST be online at the beginning of the meeting. The Chair will ask the folks who have called in, if they want to comment and on what agenda item at the beginning of the meeting.

Written comments: You can send comments to the Plan Commission on any matter, either on or not on the agenda, by emailing sgaskell@town.verona.wi.us or in writing to Sarah Gaskell Town of Verona Hall, 7996 County Highway PD, Verona WI, 53593. You can also drop off comments in the dropbox in the vestibule of the Town Hall, which is open 24 hours.

Applicants: Applicants for an item of the agenda are asked to participate via Zoom and to join 5 min before the start of the meeting. The Chair will ask for a brief update from each applicant and should also be available for questions from the commissioners.

-
1. Call to Order/Approval of Meeting Agenda
Review of the meeting format and identification of the people on the call. **Please state**

your name and address as a record of any persons participating in the meeting is required.

2. Public Comment - Opportunity for comment from persons in attendance on items not listed below over which this governing body has jurisdiction. Comments on matters not listed on this agenda could be placed on a future Plan Commission meeting agenda. If the Chair or staff have received written comments for items not on the agenda, these may be read.
3. Approval of Minutes from January 20th, 2022
4. Discussion and Possible Action: Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive, for approval of the Final Plat and Declaration of Covenants (parcel number 062/060-364-8990-2 (20.3-acres)).
5. Discussion and Action: Land Use Application 2020-10 submitted by Twin Rock LLC for approval of the Final Plat, Development Agreement and Declaration of Covenants for Dairy Ridge Heights near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809).
6. Discussion and Possible Action: Recommend Approval of Adoption of the Town of Verona Draft Land Division and Development Ordinance
7. Project Updates
 - Blanket Rezone of the Cross County Road Neighborhood – approved and in effect
8. Other
9. Next Meeting: to be scheduled
10. Adjourn

Per Resolution 2016-2 agendas are posted at the Town Hall and online at www.town.verona.wi.us. Go to www.town.verona.wi.us and sign up for the Town List Serve to receive notices via email. If anyone having a qualifying disability as defined by the American With Disabilities Act, needs an interpreter, materials in alternate formats or other accommodations to access these meetings, please contact the Town of Verona office @ 608-807-4466. Please do so at least 24 hours prior to the meeting so that proper arrangements can be made. Notice is also given that a possible quorum could occur at this meeting for the purposes of information gathering only, of the Town Board, Natural and Recreational Areas Committee, and/or Public Works Committee.

Posted: 02/11/2022, Douglas Maxwell, Chair, Town of Verona Plan Commission

Town of Verona Plan Commission Meeting Minutes

Thursday, January 20, 2022

6:30pm Zoom meeting

Members Present: Doug Maxwell, Haley Saalsaa-Miller, Deb Paul, Tom Mathies, Sarah Slack

Staff: Sarah Gaskell, Administrator

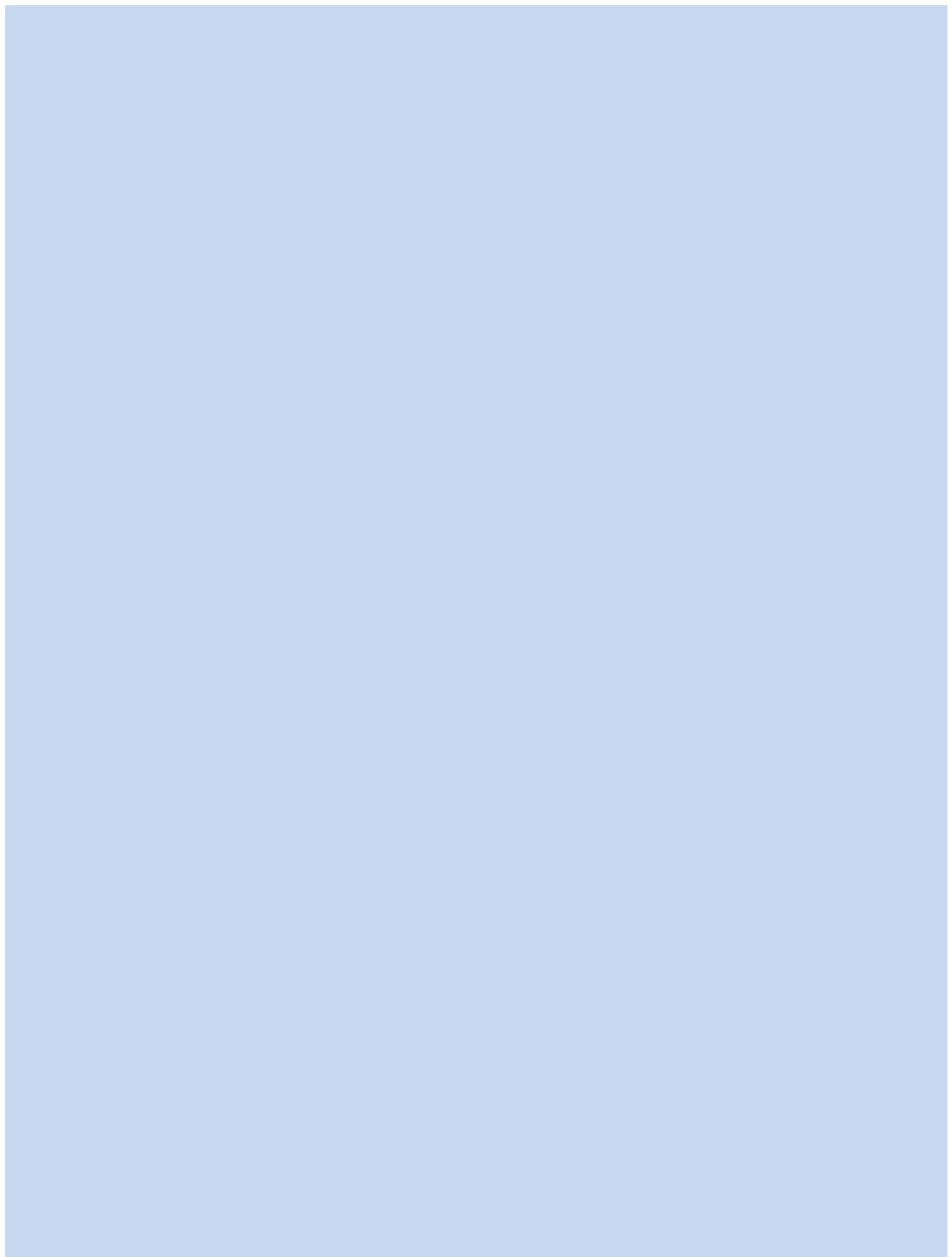
Other: Rosemary Bodolay, Susan Pigorsch, Kirsten Witte, Mark Geller, Michael Saltow, Bill Keen, Norbert Repka, Ron Klaas, John and Liz Senseman

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:30 pm. Motion to approve the agenda by Slack, second by Miller. Motion carried by voice vote.
2. Public Comment – none
3. Approval of Minutes from November 18th, 2021 Plan Commission Meeting; Motion to approve by Miller, second by Paul. Motion carried 4-0-1 with Slack abstaining due to excused absence in November.
4. Discussion and Possible Action: Land Use Application 2021-10 submitted by Norbert Repka for a CSM and rezone of parcel number 062/0608-284-8440-2 located at 2014 Manhattan Drive, Verona WI from RR-4 to SFR-1
 - a. Staff summary: Gaskell explained that the changes from the last iteration included increasing the size of lots 1 and 2 and changes to the driveway access easement. Driveway access agreement had not yet been submitted.
 - b. Public Comments: Saltow doesn't want lots of less than 2 acres in the neighborhood. Keen reported that the Wilsons didn't want to see further development of the neighborhood beyond one additional lot created.
 - c. Commissioner Comments
 - i. Included question on why the application was back again as it had been denied previously; CSM is incomplete; lack of difference between last submission and the current proposal; complicated driveway access easement agreement due to placement of easement over two lots, providing access to four lots
 - d. Motion to recommend denial of Land Use Application 2021-10 submitted by Norbert Repka for a CSM and rezone of parcel number 062/0608-284-8440-2 located at 2014 Manhattan Drive, Verona WI from RR-4 to SFR-1 by Maxwell, second by Paul
Motion carries 5-0 on a roll call vote.
5. Discussion and Possible Action: Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for a 4-Unit Concept Plat and Rezone Approval (parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total)).
 - a. Public Comments - none
 - b. Commissioner Comments – discussion included ETJ area, county oversight, tree clearing and building envelopes vs setbacks
 - c. Motion to recommend approval of Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for a 4-Unit Concept Plat with defined minimum setbacks by Paul, second by Miller
Motion carries on a roll call vote 4-1 with Mathies voting no

6. Discussion and Possible Action: Review of Recommendations from the Ad Hoc Committee to Study the Impact of Growth in the Town of Verona Final Report -The Impact of Growth in the Town of Verona
 - a. Public Comment
 - i. Susan Pigorsch – Glad the PC is talking about the recommendations
 - b. Commissioner comments
 - i. 45 recommendations overall (46 listed, one duplicate)
 - #29 – Create a revised development submittal checklist
 - Updated checklist as needed
 - #30 – Prepare and publish map of steep slopes
 - Map of steep slopes from 2013 Comp Plan could be added to the TOV website for reference
 - All other recommendations were considered as No Action Needed - reasons included
 - Report did not demonstrate via data that the recommendation was based on an existing issue or that the recommendation would provide any benefit to the Town
 - Recommendation was already considered in the TOV Comp Plan
 - Recommendation was already considered in the Draft Land Division and Development Ordinance or other Town Ordinance
 - Recommendation was not within the Town’s scope of enforcement or authority
 - Recommendation was not within the scope of the responsibility of the Plan Commission
 - ii. Commissioners expressed appreciation for the hard work of the Ad Hoc Committee
7. Next Meeting: Thursday February 17th, 2022
8. Adjourn – 8:42 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved



**TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE**

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations and Chapter 75 – Land Division and Subdivision Regulations prior to application.

APPLICATION IS MADE to the Town of Verona Board for a land use change for:

Property address/legal description 1730 BEACH Rd AND 6411 SUNSET DR, VERONA BEING Lot 4 of CSM #5396 located in the NW 1/4 and SW 1/4 of the SE 1/4 of SECTION 26,

Please check all that apply:

- comprehensive plan amendment
- rezone petition
 - current zoning category RM-16
 - new zoning category requested MFR-08
- conditional use permit
 - conditional use requested _____
- certified survey map
- preliminary plat
- final certified survey map
- concept plan
- site plan
- request for Town road access

Property Owner: STILWELL LIVING TRUST, LEE + BEAUTY STILWELL Phone# 608-576-0231

Address: 1730 BEACH RD, VERONA, WI 53593 E-Mail landbstilwell@tds.net

Applicant, if different from the property owner: WILLIAM ^{SR} SURVEYOR - MOA PRIEVE

Applicant's Phone# 608-255-5705 E-Mail _____

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.

I hereby authorize MOA PRIEVE
to act as my agent in the application process for the above indicated land use change.

Signature *Cliff Stilwell* Date 5.17.21

Description of Land Use Change requested: (use reverse side if additional space is needed)
THE OWNERS WOULD LIKE TO CREATE A CONDO PLAT DIVIDING THE EXISTING PROPERTY INTO FOUR CONDO UNITS.

I certify that all information is true and correct. I understand that failure to provide all required information will be grounds for denial of my request

Applicant Signature *Cliff Stilwell* Date 5.17.21

Print Name LEE STILWELL

RETURN COMPLETED APPLICATION OF MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:

Sarah Gaskell, Planner/Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593-1035
sgaskell@town.verona.wi.us

A pre-application meeting or initial review may be scheduled with Town Staff and/or Plan Commission Chair if you have questions or concerns. Please call 608-845-7187 with questions.

Planning Report

Town of Verona

May 14th, 2021

1730 Beach Road/6411 Sunset Drive

Summary: The applicant is seeking approval for a Condo Plat for parcel number 062/0608-364-8790-2. The plat would create four units of approximately 5.27, 5.73, 4.31 and 4.31 acres in size.

Property Owner: Stilwell Trust

Property Addresses: 1730 Beach Road, 6411 Sunset Drive

Applicant: Noa Prieve
Williamson Surveying

Location Map



Comprehensive Plan Guidance:

The density of this area is Residential RR 4-8 acres, so 1 house per 4-8 acres. The parcel is currently zoned RM 16 so a rezone would be appropriate for this parcel.

Current and Proposed Zoning: The current zoning is RM 16. The new zoning would be MFR-08 for each unit because the parcel is a proposed condominium. Currently 20.26 acres, the parcel would consist of 4 units of various sized acreages.

The conditional rezone has been approved by the Town and County staff.

Extra-territorial Review/Boundary Agreement Authority: This parcel is in Area C of the boundary agreement with the City of Verona and is in the ETJ area of the City of Fitchburg. No further action is required with the City of Verona. The City of Fitchburg has indicated they will not approve any subdivisions for land in the ETJ area for parcels less than 35 acres and have no interest in rezone applications.

Surrounding Land Use and Zoning: The surrounding land uses are RR 1, 2 and 4. The parcel directly south is zoned RM 16.

Site Features: The site features pasturelands, agricultural fields, a residence and numerous sheds and farm buildings. The topography is varied, and the applicants keep llamas on the property. There is a driveway that provides private access from Beach Road to Sunset Road. Additionally, the private drive extending south from Beach Road is utilized by two adjacent landowners.

Driveway Access: It is anticipated that driveway access for Unit 4 will remain unchanged. Units 1, 2 and 4 will share a driveway easement with the neighbors to the west. Currently, there are three residences utilizing the shared access. This proposal would add an additional 2 driveways to this access. The access for Unit 3 will be via Sunset Drive using the existing driveway.

Other: There are existing driveway easement agreements with Lot 3 CSM 5396 and Lot 1 CSM 6372 owners on Beach Road. The owners of these lots were in support of the proposal when it was proposed as a land subdivision via CSM. The applicant is working with the Ice Age Trail Alliance to dedicate the existing path that traverses the perimeter of the property on the Eastern and southern sides to the IAT. The easement is depicted on the condominium plat.

Due to the proposed size of the units, it is anticipated that stormwater concerns can be handled individually on each unit instead of via an outlot/common element. However, this may change after review by the Town's Public Works Director once driveway access is further delineated.

Stormwater will be handled on each unit. A draft driveway easement agreement that would replace the one from 1991 is expected to be signed and approved.

A similar driveway access agreement has been created to provide field access to the southern parcel.

IATA easement agreement currently under review by IATA.

Staff Comments: Staff recommends approval of the Condo Plan and rezone with the following considerations:

- Access to Beach Road be accomplished via either a shared easement agreement for the driveways or by designating the shared driveway as a common element. **Done**
- Developer's Agreement approval – **Town Staff review/approval**
- Declaration of Covenants approval – **suggested changes incorporated into current draft**
- Preparation of Preliminary Plat – **Final Plat has been submitted for approval**



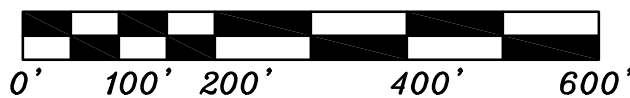
LEGEND

- = SET 3/4"x24" REBAR
WT 1.5 LB PER LIN FT
- △ = SET SURVEY SPIKE
- ▲ = FOUND PKNAIL
- = FOUND 3/4" REBAR
- ⊙ = FOUND 1" IRON PIPE
(UNLESS NOTED)
- ⊕ = FOUND ALUMINUM
MONUMENT (UNLESS NOTED)
- (##) = RECORDED AS
- ⊕ = SEPTIC VENT
- ⊙ = SEPTIC TANK
- ⊙ = WELL

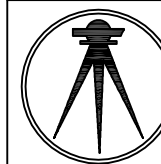
L.C.E. = LIMITED COMMON ELEMENT

PREPARED FOR:
STILWELL LIVING TRUST
1730 BEACH ROAD
VERONA, WI 53593

SCALE 1" = 200'



(WCCS - DANE ZONE)
BEARINGS ARE REFERENCED TO THE EAST
LINE OF THE SE 1/4 OF SECTION 36-6-8
LINE TO BEAR S 00°57'06" W



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

**SUNSET LLAMAS
CONDOMINIUM PLAT
DANE COUNTY, WISCONSIN
WILLIAMSON SURVEYING & ASSOCIATES, LLC**

SURVEYOR'S CERTIFICATE:

I, Noa T. Prieve, Professional Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

DATE: _____

Noa T Prieve S-2499
Professional Land Surveyor

DESCRIPTION:

Part of Lot 4, Certified Survey Map No. 5396, recorded in the Dane County Register of Deeds Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. Located in part of the Northwest and Southwest 1/4's of the Southeast 1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 36; thence S 00°57'06" W along the east line of the Southeast 1/4, 1,517.04 feet; thence N 89°50'54" W, 1,303.60 feet to the southeast corner of said Lot 4 and to the point of beginning.

Thence continue along said Lot 4, N 89°50'54" W, 899.03 feet; thence N 00°49'16" E, 797.37 feet to the right-of-way of Beach Road; thence along said right-of-way along an arc of a curve concaved northwesterly having a radius of 60.00 feet and a long chord bearing and distance of N 17°31'20" E, 114.83 feet to the northwest corner of said Lot 4; thence continue along said Lot 4 for the next 3 courses S 89°11'55" E, 370.31 feet; thence N 56°08'41" E, 287.60 feet; thence N 63°01'19" E, 137.10 feet to the Southwest right-of-way of Sunset Drive; thence along said right-of-way for the next two courses S 41°16'58" E, 166.73 feet; thence S 44°22'08" E, 33.76 feet to the east line of said Lot 4; thence along said Lot 4, S 00°41'45" W, 977.06 feet to the point of beginning. This parcel contains 868,577 sq. ft. or 19.94 acres thereof.

NOTES:

- 1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
- 2.) WETLANDS AND FLOOD PLAIN, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
- 3.) SECTION CORNER TIES FOR THE EAST 1/4 CORNER AND SOUTHEAST CORNER OF SECTION 36, T6N, R8E HAVE BEEN CHECKED AND VERIFIED PER THE LATEST TIE SHEET ON RECORD.
- 4.) ALL UNITS OF THIS CONDOMINIUM HAVE ACCESS TO PUBLIC UTILITIES IN PUBLIC RIGHT OF WAY, EXISTING ROADWAY EASEMENT (DOC# 2285923) AND THE LIMITED COMMON ELEMENT ALONG THE WESTERN SIDE OF UNITS 4 AND 2 FOR THE BENEFIT OF UNITS 1, 2 AND 4.
- 5.) ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE DECLARATION.
- 6.) DRIVEWAY CONNECTION IN THE AREA HATCHED ON THE CONDOMINIUM PLAT SHALL BE REMOVED OR BLOCKED UPON ANY SALE OR TRANSFER OF UNIT NUMBER 3 OF THIS PLAT.
- 7.) THE PORTION OF UNIT 3 LOCATED IN SUNSET DRIVE RIGHT OF WAY IS PUBLIC RIGHT OF WAY.

RECEIVED FOR RECORDING THIS _____ DAY OF _____, AT _____ O'CLOCK _____ M. AND RECORDED IN VOLUME _____

OF CONDOMINIUM PLATS, PAGE _____, AS DOCUMENT No. _____

REGISTER OF DEEDS

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this _____ day of _____, 20____

Dane County Planning and Development

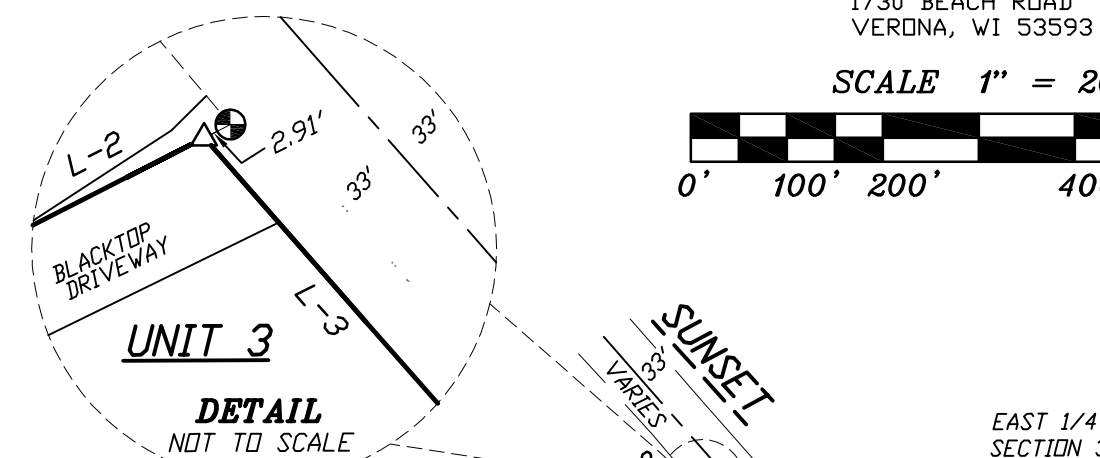
SURVEYORS SEAL

REV. 11-29-21

DRAWN BY NETIL BORTZ

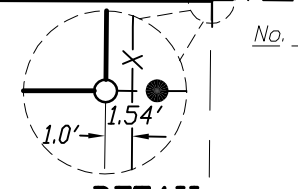
DRAWING NO. 20W-349

SHEET 1 OF 1

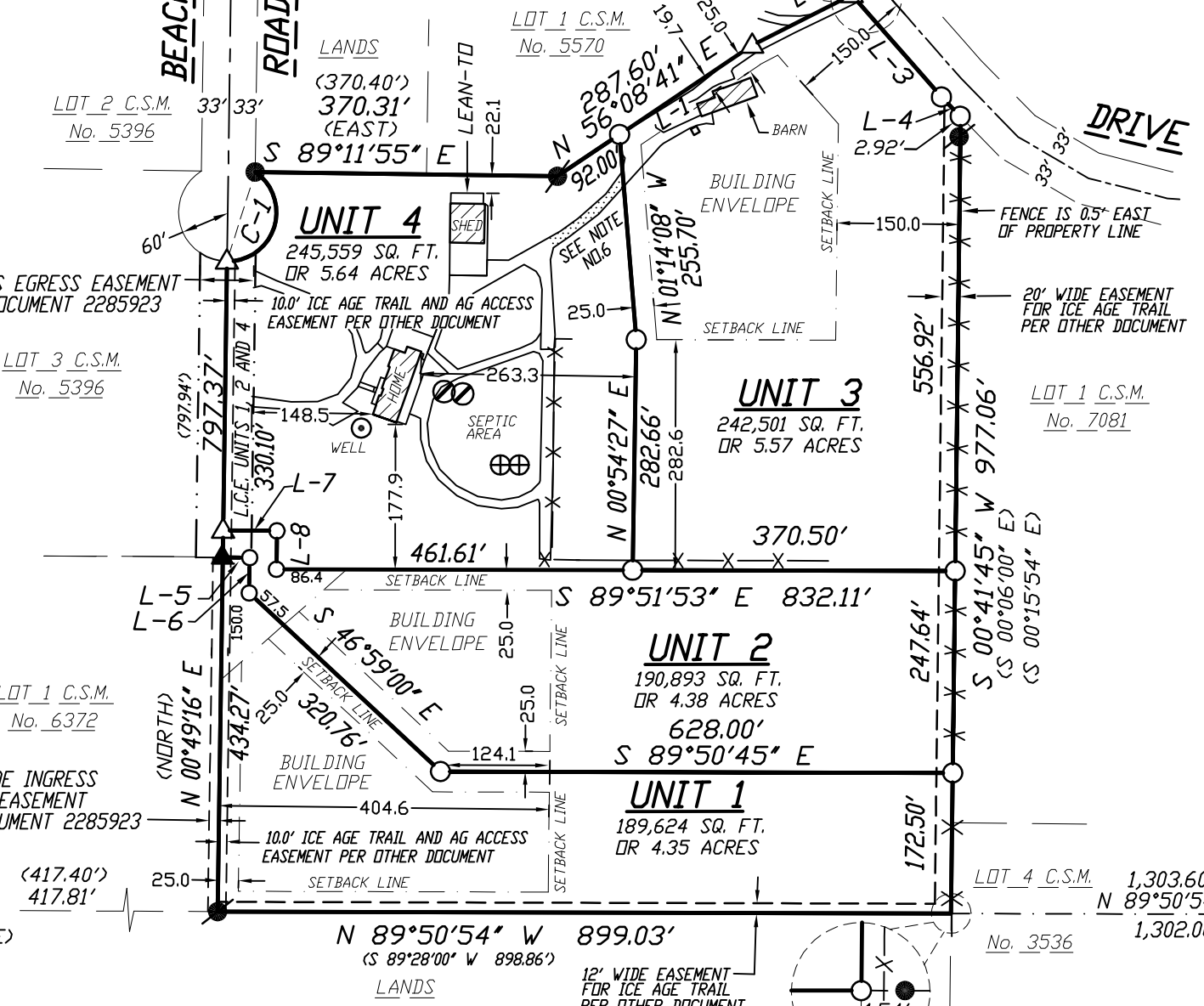


EAST 1/4 CORNER SECTION 36-6-8
F.D. ALUMINUM MONUMENT

TOTAL SECTION LINE S 00°57'06" W 2,637.65'
1,517.04'
1,120.61'



SOUTHEAST CORNER SECTION 36-6-8
F.D. BRASS MONUMENT



LINE TABLE:

L-#	BEARING	DIST.
L-1	(N 55°15'57" E) (N 55°14'00" E) N 56°08'41" E	195.60'
L-2	(S 62°06'15" E) (N 62°14' E) N 63°01'19" E	137.10'
L-3	S 41°16'58" E	166.73'
L-4	S 44°22'08" E	33.76'

L-#	BEARING	DIST.
L-5	S 89°39'06" E	33.00'
L-6	S 00°49'16" W	43.40'
L-7	S 89°39'06" E	66.00'
L-8	S 00°49'16" W	47.13'

CURVE TABLE:

C-#	RADIUS	CHORD BEARING AND DIST.	ARC	DELTA
C-1	60.00'	N 17°31'20" E 114.83'	153.15'	146°14'37"

TRUSTEE'S DEED

Document Number

Document Name

THIS DEED, made between _____

as Trustee of _____

("Grantor," whether one or more), and _____

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Dated _____ .

_____(SEAL) _____(SEAL)

* _____ *

_____(SEAL) _____(SEAL)

* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____ .

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

ACKNOWLEDGMENT

STATE OF _____)

) ss.

_____ COUNTY)

Personally came before me on _____ , the above-named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of _____

My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

EXHIBIT A

ROAD DEDICATION

A road dedication located on part of Lot 4, Certified Survey Map No. 5396, recorded in the Dane County Register of Deeds Office in Volume 24 of Certified Surveys, Pages 307 through 309 as Document No. 2054106. Located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ Corner of said Section 36; thence S 00°57'06" W along the east line of the Southeast $\frac{1}{4}$, 1,517.04 feet; thence N 89°50'54" W, 1,303.60 feet to the southeast corner of said Lot 4; thence N 00°41'45" E along said Lot 4, 977.06 feet to the Northeast right-of-way corner of said Lot 4 and to the point of beginning.

Thence continue N 00°41'45" E along said Lot 4, 46.62 feet to the Southwest line of Certified Survey Map No. 15020 and the centerline of Sunset Drive; thence N 41°16'58" W along said Southwest line and centerline of Sunset Drive, 157.37 feet to the north line of said Lot 4; thence S 63°01'19" W along said Lot 4, 34.06 feet; thence S 41°16'58" E, 166.73 feet; thence S 44°22'08" E, 33.76 feet to the point of beginning. This road dedication is 5,905 sq. ft. or 0.14 acres thereof.

SUNSET LLAMAS CONDOMINIUM

A Small Condominium Created Under Wis. Stats. § 703.365

This Document was drafted by and
should be returned to:

Robert C. Procter, Esq.
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

062/0608-363-8790-2

Tax Parcel Identification Numbers

There are no objections to this condominium
with respect to Sec. 704 Wis. Stat. and is
hereby approved for recording.

Dated this _____ day of _____, 2022

Dane County Planning and Development

**DECLARATION
OF
SUNSET LLAMAS CONDOMINIUM**

This Declaration (the “*Declaration*”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “*Act*”) as codified in Chapter 703, Wisconsin Statutes, as amended, by the Stilwell Living Trust (the “*Declarant*”).

**ARTICLE 1
STATEMENT OF DECLARATION AND PURPOSE**

The Declarant hereby subjects the real property and improvements described in Section 2.1 (the “*Property*” or the “*Condominium*”) to the condominium form of ownership in the manner provided by the Act. Purpose / Restrictions. The Condominium building and the Units may be used for any purposes subject to recorded deed restrictions and applicable zoning ordinances.

**ARTICLE 2
DESCRIPTION, NAME AND RESTRICTIONS**

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described on Exhibit A. The Condominium shall consist of four (4) units which shall be designated as Unit 1, Unit 2, Unit 3, and Unit 4.

2.2 Name and Address. The name of the Condominium is “*Sunset Llamas Condominium*” The Condominium’s principal address is 1730 Beach Road, Town of Verona, Dane County, Wisconsin, 53593.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

2.4 Small Condominium. The Condominium shall be a small condominium as defined in Wis. Stats. § 703.02(14m), and as set forth under Article 5 of this Declaration.

**ARTICLE 3
UNITS, UNIT OWNERS AND UNIT USES**

3.1 Definition of a Unit. “*Unit*” shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 100 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 500 feet above the surface of the ground, extended to the perimetrical boundaries.

3.3 Identification. The Units are identified by unit number on the Condominium Plat, together with any and all improvements constructed or to be constructed thereon. A copy of the Condominium Plat is attached as Exhibit B.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged or relocated consistent with the Section 703.13 of the Act. Where any separation, merger or boundary relocation requires the approval of the Town of Verona, the applicant shall obtain such approval.

3.5 Unit Owner. “*Unit Owner*” or “*Owner*” means a person, combination of persons, partnership, corporation, or other legal entity, which holds legal title to a Unit; *provided, however*, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “Unit Owner” or “Owner” shall mean the land contract purchaser or vendee.

**ARTICLE 4
COMMON ELEMENTS**

4.1 Common Elements. “*Common Elements*” means all of the Condominium except the Units including, without limitation, any portion of the land and improvements to the Property that are not included in the definition and description of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium. **NOTE: AT THE TIME OF THE RECORDING OF THIS DECLARATION, THE ONLY COMMON ELEMENT IS THE LIMITED COMMON ELEMENT SET FORTH UNDER SECTION 4.3.**

4.2 Ownership/ Percentage Interest. Each Unit has an equal, undivided interest in the Common Elements determined by taking the number one and dividing it by the total number of Units.

4.3 Limited Common Elements.

(a) Definition. “*Limited Common Elements*” shall mean those Common Elements identified in this Declaration and on the Condominium Plat as

reserved for the exclusive use of one or more but less than all of the Owners of Units.

(b) Description. The only Limited Common Element is that portion of the Condominium subject to the Amended and Restated Declaration of Conditions, Covenants, and Restrictions, and Declaration of Easements (the ***“Easement Agreement”***) as shown on the Condominium Plat. The Limited Common Element is for the exclusive benefit of Units 1, 2 and 4.

(c) Use. The manner of use of the Limited Common Element shall be determined by the Unit Owners who have the exclusive use of it. The Owners of Units 1, 2, and 4 shall have the perpetual unrestricted right of ingress and egress from his or her Unit to and from Beach Road subject to the terms and conditions of the Easement Agreement, which includes the right to connect a driveway for vehicular use to the easement area.

ARTICLE 5 AGREEMENT IN LIEU OF BYLAWS AND VOTING RIGHTS

5.1 Governance. Pursuant to Wis. Stat. § 703.365(3m), the administration of the Condominium shall be governed by this Declaration, which shall conclusively constitute an agreement in lieu of Bylaws. As provided under Wis. Stat. § 703.365(1) (a) and (b), the following subsections shall apply to this Declaration: Wis. Stat. § 703.365(2) (a) - (e), and (3) (a) - (d), (3m), and (5)-(8). Any subsection under Wis. Stat. § 703.365 that is not specifically incorporated hereunder shall not apply to this Declaration.

5.2 Association. The Association shall be known as the ***“SUNSET LLAMAS CONDOMINIUM ASSOCIATION, UA”***. All aspects of management, operation and duties of the Association shall be delegated to the Board of Directors. The Board of Directors shall be composed of one representative from each Unit, chosen by and from among the Unit Owner(s) of that Unit. Upon any transfer in Unit ownership, the new Unit Owner shall automatically be a member of the Association and subject to this Declaration and the Act. By becoming members of the Association, each Unit Owner assigns the management of the Common Elements of the Condominium to the Association. The Association shall act as trustee for the Unit Owners in any proceedings involving any settlements or agreements related to injury, destruction or taking of Condominium property. All actions of the Board of Directors must be approved by an affirmative vote or written consent of at least 75% of the Directors.

5.3 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

5.4 Notice. Notice of Association meetings shall be given to each Unit Owner at least three business days prior to a Meeting of the Association; provided, however, that a Unit Owner may waive its right to receive Notice under this provision.

5.5 Expenses, Maintenance and Operation. Any disputes relating to the Expenses, Maintenance and Operation shall be resolved consistent with Wis. Stat. § 703.365(6).

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all improvements constructed on or within the Unit. Each Unit shall at all times be kept in good condition and repair. A Unit Owner may make improvements or alterations within his/her Unit without limitation or restriction imposed by the Declaration or the Association.

6.2 Common Elements. The Common Elements may require repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed consistent with Article 5 of this Declaration; provided, however, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, invitees, etc., shall be charged to the Unit Owner that caused such damages. **NOTE: AT THE TIME OF THE RECORDING OF THIS DECLARATION, THE ONLY COMMON ELEMENT IS THE LIMITED COMMON ELEMENT SET FORTH UNDER SECTION 4.3. ACCORDINGLY, THIS SECTION 6.2 WOULD ONLY BE APPLICABLE IF THE CONDOMINIUM IS AMENDED IN THE FUTURE TO INCLUDE ADDITIONAL COMMON ELEMENTS.**

6.3 Limited Common Elements. The Limited Common Elements may require repair or replacement from time to time and the Association and Unit Owners shall undertake the obligations to repair or replace the Limited Common Elements as needed consistent with Article 5 of this Declaration and the terms of the Easement Agreement. All matters relating to maintenance, repair or replacement of the easement area under the Easement Agreement shall be determined by the Unit Owners who have the exclusive use of such Limited Common Element, acting in conjunction with the other parties under and in accordance with the Easement Agreement. All expenses relating to the Limited Common Elements shall be paid by the Unit Owners who have the exclusive use of such Limited Common Element, acting in conjunction with the other parties under and in accordance with the Easement Agreement. Any damages to the Limited Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, agents, contractors, invitees, etc., shall be charged to that Unit Owner.

ARTICLE 7 INSURANCE

7.1 Unit Owners' Insurance. Each Unit Owner shall obtain adequate property and liability insurance for its respective Unit including, without limitation, coverage for all

buildings, improvements, fixtures, furniture, equipment and personal property located within the Unit.

7.2 Property Insurance. If there are any Common Elements in the future, the Board of Directors on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property. For any Limited Common Element, the Unit Owners that have the rights to use such Limited Common Element shall be responsible for the cost of such insurance.

7.3 Liability Insurance. If there are any Common Elements, the Board of Directors on behalf of the Unit Owners shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors shall deem suitable for the Common Elements. Each Unit Owner's policy shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners. For any Limited Common Element, the Unit Owners that have the rights to use such Limited Common Element shall be responsible for the cost of such insurance.

7.4 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common Expenses. All insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

ARTICLE 8 COMMON EXPENSES

8.1 General Assessments. The Board of Directors may levy general assessments (the "**General Assessments**") against the Units for the regular maintenance, repair and replacement of Common Elements.

8.2 Special Assessments. The Board of Directors may levy special assessments (the "**Special Assessments**") against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency shall have been recorded prior to the transfer.

ARTICLE 9
PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL

9.1 General Purpose, Standards, Variances.

- (a) *General Purpose.* The general purpose of the covenants and restrictions set forth in this Article 9 (the “**Protective Covenants**”) is to help assure that the Condominium will become and remain an attractive and safe community.
- (b) *Standard of Review.* It is the intent of these Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.
- (c) *Variances.* The Board shall grant variances from any provision of this Declaration where such variance is not inconsistent with the intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 9.2.
- (d) *Board Review.* No buildings shall be erected or placed on a Unit until the plans, specifications, and Unit drawings showing elevations and location shall have been approved in writing by the Board. The purpose of this approval is to ensure that the planned construction meets the covenants and restrictions of this document and is not intended to review floor plan arrangements, building style or design unless specifically outlined in this document. In the event the Board, or its agent do not object to such construction plans, specifications, lot plan and elevations in writing within 15 days after the above has been submitted, then such approval shall be deemed to have been given. All other conditions outlined in these covenants and restrictions are still binding and may be enforced by legal process.
- (e) *Liability of Board.* The Board and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
 - (i) The approval or disapproval of any plans and specifications, whether or not defective;

- (ii) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (iii) The development of any property within the Condominium.

9.2 Protective Covenants.

- (a) *Structures.* Each Unit owner shall have the right to construct within his or her Unit a residential dwelling and one or more accessory building(s) so long as they comply with all applicable governmental zoning and land use regulations, and this Declaration. Each single family residential building:
 - (i) shall not exceed two stories in height above basement or foundation level.
 - (ii) shall have a minimum of 2,000 square feet of living space. For the purposes of determining living space, attached garages, open and screened porches, and basements, even if basements are finished, shall be excluded in the determination of square footage.
 - (iii) shall have an attached garage and such garage shall contain not less than two (2) automobile garage stalls.
- (b) *Accessory Building.* Accessory building(s) may be erected on a Unit as long as it complies with applicable zoning.
- (c) *Fences.* All fences shall meet existing county and Town of Verona fence ordinances.
- (d) *Garage and Driveway.* All garage floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.
- (e) *Limitations On Residential Uses.* No trailer, tent, shack, garage, barn or accessory building or any part thereof shall ever be used for residential purposes.
- (f) *Parking.* Parking or storage of boats, travel trailers, trailers, mobile homes, campers, snowmobiles, construction equipment, trucks, and other vehicles is prohibited unless kept inside attached garages or accessory building or stored in rear lot areas not in view of street sight line. This shall not prohibit the temporary storage of such vehicles for the purpose of load or unloading for a period not to exceed seventy-two (72) hours.
- (g) *Signs.* No commercial or business sign of any kind shall be displayed to the public view on any Unit except one professional

sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by Declarant for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Unit or Dwelling. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

- (h) *Garbage and Refuse Disposal.* All receptacles for storage and disposal of garbage and waste material (e.g. garbage cans) shall follow all Town of Verona requirements and directions, and shall be kept in a clean and sanitary condition and suitably screened from view from the street.
- (i) *Mailboxes.* Units 1, 2, and 4 shall have their mail delivery and pick up located at the Beach Road cul de sac. Each Unit will be responsible for its share of mailbox expense and maintenance. Unit 3 shall have its mail delivery and pick-up on Sunset Drive.
- (j) *Outside Lighting.* All outside lighting shall comply with the Town of Verona Dark Sky Ordinance – Ordinance 2018-04 attached as Exhibit C.

ARTICLE 10 AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of all of the Unit Owners. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No termination, amendment, variance or other modification to the provisions of 2.5, 3.4, 9.2(b), 9.2(c), 9.2(h), 9.2(j), and 10 or any other statement pertaining to the Town's authority shall be effective unless approved in writing by the Town Board.

ARTICLE 11 NOTICES

11.1 Resident Agent. The resident agent and person to receive service of process for the Condominium or the Association shall be Lee Stilwell, 1730 Beach Road, Verona, WI 53593 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

11.2 Notices to Unit Owners. Subject to Section 5.4 hereof, all notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

ARTICLE 12 GENERAL

12.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the Declarant under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

12.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical and other utility services which shall be separately metered or billed for each user by the respective utility companies.

12.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of _____, 2022.

STILWELL LIVING TRUST

By: _____
A. Lee Stilwell, Trustee

By: _____
Rebecca Z. Stilwell, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

On this _____ day of _____, 2022, before me personally appeared A. Lee Stilwell and Rebecca Z. Stilwell, Trustees of the Stilwell Living Trust, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A
Legal Description

Part of Lot 4, Certified Survey Map No. 5396, recorded in the Dane County Register of Deeds Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. Located in part of the Northwest and Southwest 1/4's of the Southeast 1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 36; thence S 00°57'06" W along the east line of the Southeast 1/4, 1,517.04 feet; thence N 89°50'54" W, 1,303.60 feet to the southeast corner of said Lot 4 and to the point of beginning.

Thence continue along said Lot 4, N 89°50'54" W, 899.03 feet; thence N 00°49'16" E, 797.37 feet to the right-of-way of Beach Road; thence along said right-of-way along an arc of a curve concaved northwesterly having a radius of 60.00 feet and a long chord bearing and distance of N 17°31'20" E, 114.83 feet to the northwest corner of said Lot 4; thence continue along said Lot 4 for the next 3 courses S 89°11'55" E, 370.31 feet; thence N 56°08'41" E, 287.60 feet; thence N 63°01'19" E, 137.10 feet to the Southwest right-of-way of Sunset Drive; thence along said right-of-way for the next two courses S 41°58' E, 166.73 feet; thence S 44°22'08" E, 33.76 feet to the east line of said Lot 4; thence along said Lot 4, S 00°41'45" W, 977.06 feet to the point of beginning. This parcel contains 868,577 sq. ft. or 19.94 acres thereof.

EXHIBIT B
Condominium Plat
See attached

Document No.	<p style="text-align: center;">AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS AND DECLARATION OF EASEMENTS</p>	
		Reserved for Recording
		Return to:

Parcel Identification Numbers:
062/0608-364-8790-2;
062/0608-364-8687-8;
062/0608-364-8740-2

This Amendment and Restated Declaration of Conditions, Covenants, and Restrictions, and Declaration of Easements (the “Restated Agreement”) is made this ___ day of February, 2022, by and between A. Lee Stilwell and Rebecca Z. Stilwell, Trustees of the Stilwell Living Trust (the “Stilwells”), James W. Wiederhoeft and Phyllis C. Wiederhoeft (the “Wiederhoefts”), and David B. Lonsdorf and Marilyn J. Chohaney (“Lonsdorf/Chohaney”). The Stilwells, Wiederhoefts, and Lonsdorf/Chohaney may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Stilwells are the owners of Lot 4, Certified Survey Map No. 5396, recorded on November 11, 1987 in the Dane County Register of Deeds Office as Document No. 2054106 (“Lot 4”); and

WHEREAS, Wiederhoefts are the owners of Lot 3, Certified Survey Map No. 5396, recorded on November 11, 1987 in the Dane County Register of Deeds Office as Document no. 2054106 (“Lot 3”); and

WHEREAS, Lonsdorf/Chohaney are the owners of Lot 1, Certified Survey Map No. 6372, recorded on April 9, 1991 in the office of the Dane County Register of Deeds as Document No. 2254715 (“Lot 1”); and

WHEREAS, the parties acknowledge, agree, and approve of the Stilwells developing Lot 4 into Sunset Llamas Condominium (the "Condominium"), which will consist of four units as shown on the Sunset Llamas Condominium Plat, a copy of which is attached hereto as Exhibit C; and

WHEREAS, Stilwells will initially own all of the Units in the Condominium; and

WHEREAS, the Parties have together enjoyed the use of their respective properties under the terms of the Declaration of Conditions, Covenants and Restrictions and Declaration of Easements dated August 27, 1991, and recorded in the Dane County Register of Deeds Office on August 29, 1991 in Volume 16614, Page 45, as Document #2285923 (the "Existing Agreement"); and

WHEREAS, the Parties desire to amend and restate the Existing Agreement in its entirety, and to create new easements, conditions, covenants and restrictions.

NOW THEREFORE, the Parties agree that:

I. DESCRIPTION OF JOINT DRIVEWAY EASEMENT AREA AND GRANT OF EASEMENTS FOR INGRESS AND EGRESS.

- A. The Parties desire to establish a joint driveway the ("Joint Driveway") located partially on Lot 1 and 4 (the "Joint Driveway Easement Area") as described and shown on Exhibit A and B.
- B. Lonsdorf/Chohaney hereby grant a nonexclusive easement to Lot 3 and Lot 4 to use the portion of the Joint Driveway located on Lot 1 for vehicular and pedestrian ingress and egress to and from Beach Road. This is the West half of the Joint Driveway Easement Area as described on Exhibit A.
- C. The Stilwells hereby grant a nonexclusive easement to Lot 1 and Lot 3 to use the portion of the Joint Driveway located on Lot 4 for vehicular and pedestrian ingress and egress to and from Beach Road. At such time as the Declaration of Sunset Llamas Condominium and its Plat are recorded with the Dane County Register of Deeds, the portion of the Joint Driveway Easement Area located on Lot 4 will become a Limited Common Element under the terms of the Declaration for the benefits of Units 1, 2, and 4. This is the East half of the Joint Driveway Easement Area as described on Exhibit A.
- D. The owners of Lot 1, 3, and 4 (and Units 1, 2, and 4 of the Condominium when created), and their tenants, employees, customers, and invitees shall only use the Joint Driveway for ingress and egress to and from their Lot or Unit and Beach Road. No Party shall take any action to prevent the other Parties enjoyment of such rights. No such owners shall place any plantings, buildings, fences or other surface objects in the Joint Driveway Easement Areas without the consent of the other Parties. Said area shall not be used for the parking of vehicles unless agreed to by the other Parties and shall not be used in any other manner that would impede the use of said area for ingress and egress.
- E. The owners of Lot 1, Lot 3, and Lot 4 (and Units 1, 2 and 4 of the Condominium when created) shall be entitled to construct and maintain asphalt or concrete driveways which connect their residences to the Joint Driveway Easement Area. Costs associated with any such individual driveway shall be the responsibility of the individual Lot or Unit owner.

II. REPAIRS AND MAINTENANCE OF THE JOINT DRIVEWAY EASEMENT AREA

- A. A 20 foot wide asphalt driveway was previously constructed within the Joint Driveway Easement Area described above. The centerline of said asphalt driveway is and shall be the common boundary of the Joint Driveway Easement Areas described on Exhibit A. The Parties hereto agree that maintaining said asphalt driveway and the Joint Driveway Easement Area in good condition and repair and keeping the driveway free of snow and ice during winter months benefits all of the owners of Lots 1, 3, and 4 (and Units 1, 2 and 4 when the Condominium is established).
- B. All decisions concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be made by a vote of the owners of Lots 1, 3, and 4 until the creation of the Condominium. After the creation of the Condominium, all decisions concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be made by a vote of the owners of Lots 1, 3, and Units 1, 2 and 4. Each Lot and each Unit on which a single-family residence has been constructed shall have one vote, resulting in three votes initially and increasing to a possible maximum of five total votes when all of the residences have been constructed. A majority of the votes appurtenant to those Lots and Units on which single-family residences have been constructed shall be sufficient to determine any such matter.
- C. All costs concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be paid equally, with an equal fractional share being paid by the owners of Lots 1, 3, and 4 until the creation of the Condominium. After the creation of the Condominium, all costs concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be paid equally, with an equal fractional share being paid by the owners of Lots 1, 3, and Units 1, 2, and 4. The methods for collecting the funds from each Lot and Unit and the method for making the necessary payments shall be determined by a vote of the owners in accordance with paragraph B immediately above. No Lot or Unit shall be charged any amounts hereunder until such time as a single-family residence is constructed on said Lot or Unit.
- D. The Parties hereto acknowledge that the asphalt driveway has been constructed to Town of Verona specifications. The Parties further agree that in the event one lot owner or unit owner or the contractors, builders, agents, invitees or guests of any such owner takes actions which result in damages to the Joint Driveway Easement Area or the asphalt driveway, then such owner shall be responsible for and shall promptly take all actions and pay any and all costs which are necessary to repair said damage and to return the driveway to Town of Verona specifications.

III. DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

- A. The following conditions, covenants and restrictions apply only to Lot 1. Lot 3 is subject to conditions, covenants and restrictions set forth under the terms of the Declaration of Conditions, Covenants, Restrictions for Lots 1, 2, and 3, recorded at the Dane County Register of Deeds Office on November 11, 1988, in Volume 12185, Page 69, as Document #2113904. Units 1, 2, and 4 of the Condominium will be subject to their own conditions, covenants and restrictions set forth in the Declaration of Condominium.

- B. A second non-residential building for non-commercial or non-business purposes may be erected on Lot 1 as long as the building does not exceed 1,000 square feet and is not more square feet than $\frac{3}{4}$ of the square footage of the footprint of the residential structure on Lot 1, not including garage and porches. The structure shall also meet all other conditions as outlined herein. The second building shall not exceed one story or have side walls greater than nine feet in height. In addition, a small garden shed which does not have a basement or concrete slab base may be constructed per Town of Verona guidelines on Lot 1.
- C. No buildings previously erected elsewhere may be moved onto Lot 1 except new prefabricated construction which has been approved in advance in writing by the undersigned owners or their successors in interest or by their agent.
- D. A fence may be installed on Lot 1. However, no part of any such fence may be located to the East of the most eastern point of the residential structure. All fences shall meet existing county and Town of Verona fence ordinances. Decorative landscape accent fencing of not more than 30 continuous feet in length is exempt from this restriction.
- E. All garage and outbuilding floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.
- F. No trailer, tent, shack, garage, barn or secondary building as previously allowed or any part thereof shall ever be used as a residential area on Lot 1.
- G. Parking or storage of boats, travel trailers, trailers, mobile homes, campers, snowmobiles, construction equipment, trucks and other vehicles is prohibited on Lot 1 unless kept inside attached garages or secondary building structure or stored in rear lot areas not in view of driveway sight lines. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed seventy-two (72) hours.
- H. All of Lot 1 not used as a building site or under cultivation as a family garden shall be maintained as a lawn in grass and mowed at least four times per year or under a cover crop such as natural prairie or natural forest ground cover in areas where trees have been planted and tended to keep it free of noxious weeds.
- I. No animals, including horses, cattle or other livestock of any kind (other than household pets) may be kept on Lot 1. However, notwithstanding the foregoing, up to five chickens, but not roosters, may be kept on Lot 1 provided that they are confined and not allowed to roam free.
- J. The above listed conditions, covenants and restrictions may be enforced by any owner of a lot in CSM 5396. The penalty for any violation may include monetary damages, specific performance and/or restraining orders. All legal costs incurred in connection with the enforcement of these covenants shall be paid by the unsuccessful Party in the legal process.

IV. DECLARATION OF ADDITIONAL EASEMENTS

- A. It is the intention of Stilwells and Lonsdorf/Chohaney to create two additional easements which will fall within the Joint Driveway Easement Area described in this Restated Agreement. The first of those additional easements shall be for the benefit of the Ice Age Trail Alliance. The second of those additional easements shall be between

the Stilwells and Lonsdorf/Chohaney and shall be for the purposes of utility construction, walking, jogging, cross country skiing, emergency vehicles and farm equipment access. Said additional easements will cover the westerly 10 feet of the Condominium and the easterly 10 feet of Lot 1.

- B. The terms and provisions of said additional easements shall be set forth in one or more separate agreements that shall be prepared in addition to this agreement.
- C. The terms and provisions of said additional easements shall be subordinate to the driveway easements set forth in this Restated Agreement. In the event of any conflicts between the terms and provisions of the various easements, the terms of the driveway easements set forth herein shall prevail and any contrary terms and provisions contained in the two additional easements shall be null and void unless updated or amended by mutual consent of all affected Parties.

V. MISCELLANEOUS

- A. Lot 3 and the future Unit 4 each have extensive frontage on the existing Beach Road cul de sac. In the event that the owners of either Lot 3 or Unit 4 elect to construct a private driveway which intersects said cul de sac rather than intersecting the Joint Driveway Easement Area, then the rights and obligations, as set forth herein, of the owners who constructed said private driveway shall terminate and that Lot or Unit shall no longer be covered by this Agreement. The withdrawing owners shall then execute and record such documents as may be necessary to evidence their withdrawal.
- B. It is the agreed upon intention of the Parties that this document shall be recorded immediately before the recording of the Declaration of Condominium for Sunset Llamas Condominium. Until this agreement is recorded, the Existing Agreement dated August 27, 1991 as Document #2285923 shall continue to govern the use of the Beach Road private driveway.
- C. The Parties hereto agree that upon the execution and recording of this document, that the Easement Agreement dated November 30, 1988 which was recorded in Vol. 12264, Page 27 as Document #2117251 in the Dane County Register of Deeds Office and the Declaration of Conditions, Covenants and Restrictions and Declaration of Easements dated August 27, 1991 which was recorded in Vol. 16614, Page 48 as Document #2285923 in the Dane County Register of Deeds Office shall terminate in their entirety and shall have no further force or effect.
- D. All of the terms and provisions of this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the owners of Lots 1, 3, and 4 (and when the Declaration of Condominium is recorded Units 1, 2 and 4) and their heirs, successors, and assigns.
- E. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Joint Driveway Easement Area to the general public, or for the benefit of the general public.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

OWNER OF LOT 4 OF CSM NO. 5396

STILWELL LIVING TRUST

A. Lee Stilwell, Trustee

Rebecca Z. Stilwell, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, A. Lee Stilwell and Rebecca Z. Stilwell, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires: _____.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

OWNERS OF LOT 1, CSM 6372

David B. Lonsdorf

Marilyn J. Chohaney

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, David B. Lonsdorf and Marilyn J. Chohaney, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires _____.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

OWNERS OF LOT 3, CSM 5396

James W. Wiederhoeft

Phyllis C. Wiederhoeft

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, James W. Wiederhoeft and Phyllis C. Wiederhoeft, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires: _____

Drafted by:
This document was drafted by the parties of the Agreement.

EXHIBIT A

West ½ ACCESS EASEMENT:

Part of the easement located in part of Lot 1 of Certified Survey Map number 6372 in volume 31 as document No. 2254715 all in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the common property line intersecting the most the most southerly point of existing Beach Road Cul-De-Sac; thence S 00°49'16" W, 363.10 feet; thence N 89°39'06" W, 33.00 feet; thence N 00°49'16" E, 373.14 feet to the beach road cul-de-sac; thence along the curve concaved northerly having a radius of 60 feet and a long chord bearing S 72°41'23" E a distance of 34.42 feet to the point of beginning. Said easement contains 12,147 sq.ft.

East ½ ACCESS EASEMENT:

Part of the easement located in part of Sunset Llamas Condominium Plat, previously being lot 4, Certified Survey Map No. 5396, recorded in the Dane County Register of Deeds in Volume 24 of Certified Survey Maps as Document No. 2054106 in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the common property line intersecting the most the most southerly point of existing Beach Road Cul-De-Sac; thence S 00°49'16" W, 363.10 feet; thence S 89°39'06" E, 33.00 feet; thence N 00°49'16" E, 372.84 feet to the beach road cul-de-sac; thence along the curve concaved northerly having a radius of 60 feet and a long chord bearing S 73°56'35" W a distance of 34.49 feet to the point of beginning. Said easement contains 12,143 sq.ft.

EXHIBIT B



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NDA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT MAP



NOTES:

1.) THIS IS NOT INTENDED TO BE A SURVEY OF THE PROPERTY LINES. THIS EXHIBIT MAP IS DONE FOR VISUAL PURPOSES IN ORDER TO CLARIFY THE DESCRIPTIONS PER THE CORRESPONDING DOCUMENTS.

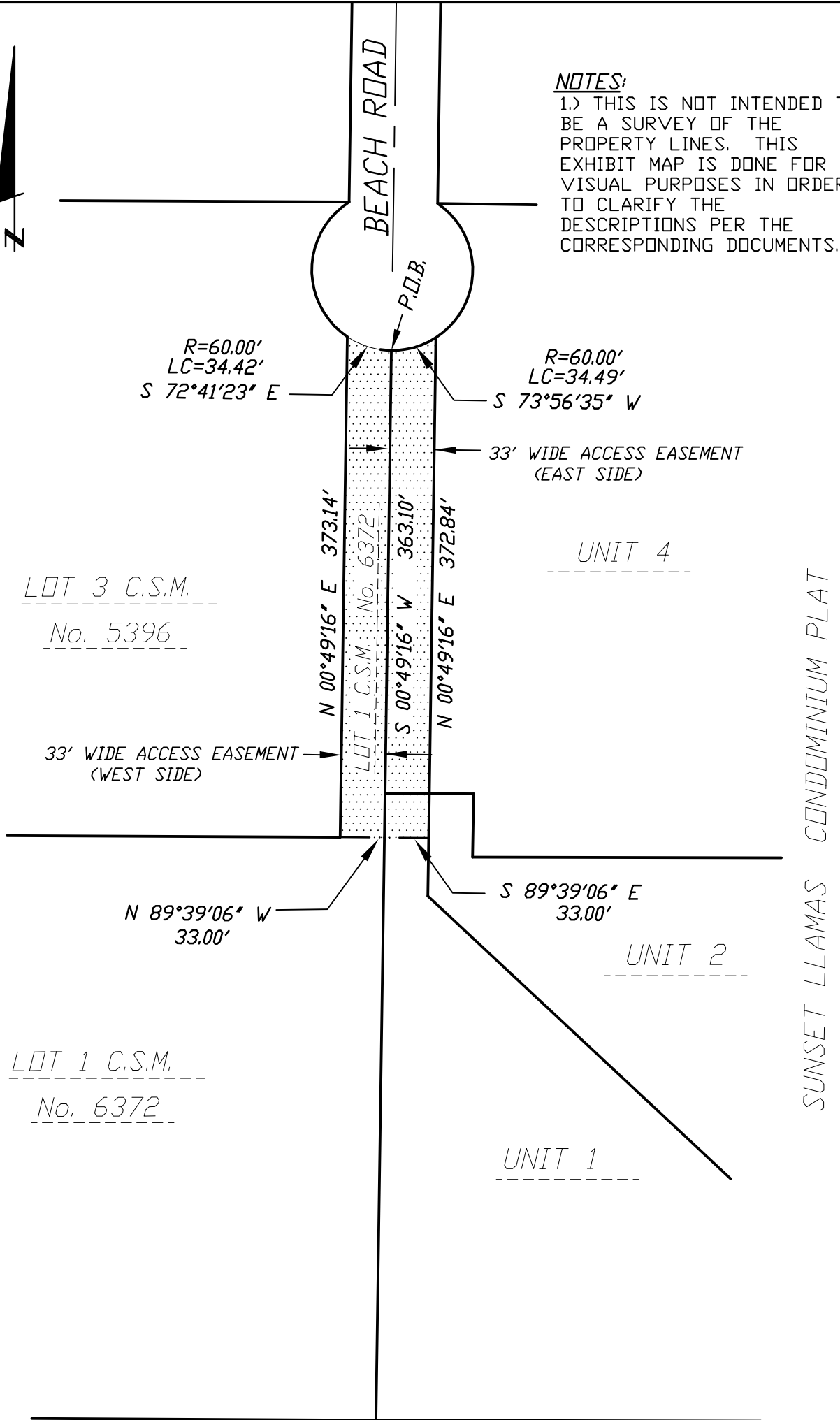
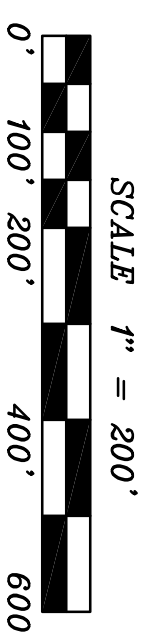
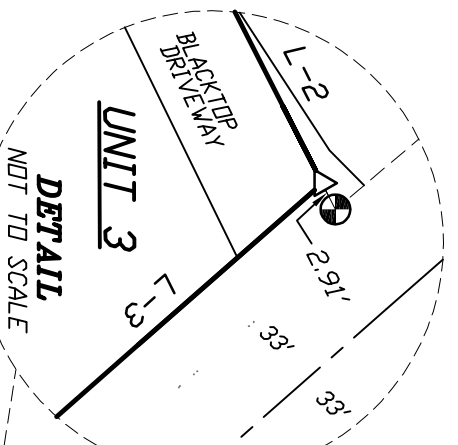


EXHIBIT C

- LEGEND**
- = SET 3/4"x24" REBAR
WT 1.5 LB PER LIN FT
 - △ = SET SURVEY SPIKE
 - ▲ = FOUND PKNAIL
 - = FOUND 3/4" REBAR
 - ⊙ = FOUND 1" IRON PIPE
(UNLESS NOTED)
 - ⊕ = FOUND ALUMINUM
MONUMENT (UNLESS NOTED)
 - (##) = RECORDED AS
 - ⊗ = SEPTIC VENT
 - ⊙ = SEPTIC TANK
 - ⊙ = WELL
- L.C.E. = LIMITED COMMON ELEMENT

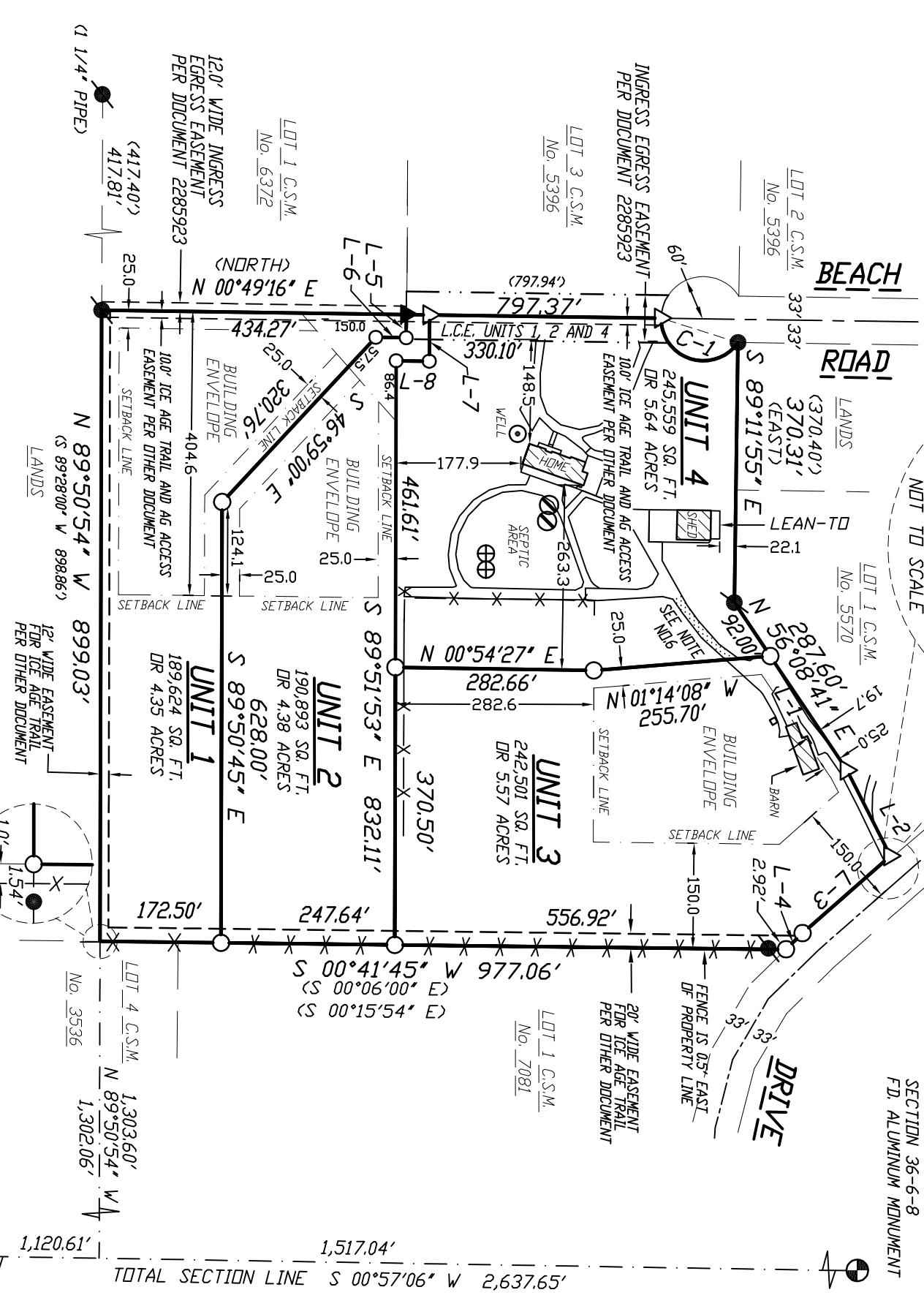


BEARINGS ARE REFERENCED TO THE EAST
LINE OF THE SE 1/4 OF SECTION 36-6-8
LINE TO BEAR S 00°57'06" W

WILLIAMSON SURVEYING & ASSOCIATES, LLC
 104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
 NDA T. PRIEVE & CHRIS W. ADAMS
 PROFESSIONAL LAND SURVEYORS
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

**SUNSET LLLAMAS
 CONDOMINIUM PLAT
 DANE COUNTY, WISCONSIN
 WILLIAMSON SURVEYING & ASSOCIATES, LLC**

EAST 1/4 CORNER
SECTION 36-6-8
FD. ALUMINUM MONUMENT



LINE TABLE:

L-#	BEARING	DIST.
L-1	N 55°15'57" E	195.60'
L-2	N 62°06'15" E	137.10'
L-3	N 63°01'19" E	166.73'
L-4	S 44°22'08" E	33.76'

CURVE TABLE:

C-#	RADIUS	CHORD BEARING AND DIST.	ARC	DELTA
C-1	60.00'	N 17°31'20" E 114.83'	153.15'	146°14'37"

SOUTHEAST CORNER
SECTION 36-6-8
FD. BRASS MONUMENT

SURVEYOR'S CERTIFICATE:

I, Nola T. Prieve, Professional Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
 by Nola T. Prieve & Chris W. Adams

DATE: _____

Nola T. Prieve S-2499
 Professional Land Surveyor

DESCRIPTION:

Part of Lot 4, Certified Survey Map No. 5396, recorded in the Dane County Register of Deeds Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. Located in part of the Northwest and Southwest 1/4's of the Southeast 1/4 of Section 36, 16N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 36; thence S 00°57'06" W along the east line of the Southeast 1/4, 1,517.04 feet; thence N 89°50'54" W, 1,303.60 feet to the southeast corner of said Lot 4 and to the point of beginning.

Thence continue along said Lot 4, N 89°50'54" W, 899.03 feet; thence N 00°49'16" E, 797.37 feet to the right-of-way of Beach Road; thence along said right-of-way along an arc of a curve concaved northwesterly having a radius of 60.00 feet and a long chord bearing and distance of N 17°31'20" E, 114.83 feet to the northwest corner of said Lot 4; thence continue along said Lot 4 for the next 3 courses S 89°11'55" E, 370.31 feet; thence N 56°08'41" E, 287.60 feet; thence N 63°01'19" E, 137.10 feet to the Southwest right-of-way of Sunset Drive; thence along said right-of-way for the next two courses S 41°58' E, 166.73 feet; thence S 44°22'08" E, 33.76 feet to the east line of said Lot 4; thence along said Lot 4, S 00°41'45" W, 977.06 feet to the point of beginning. This parcel contains 868,577 sq. ft. or 19.94 acres thereof.

NOTES:

- 1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJACENTS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
- 2.) WETLANDS AND FLOOD PLAIN, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
- 3.) SECTION CORNER TIES FOR THE EAST 1/4 CORNER AND SOUTHEAST CORNER OF SECTION 36, 16N, R8E HAVE BEEN CHECKED AND VERIFIED PER THE LATEST TIE SHEET ON RECORD.
- 4.) ALL UNITS OF THIS CONDOMINIUM HAVE ACCESS TO PUBLIC UTILITIES IN PUBLIC RIGHT OF WAY, EXISTING ROADWAY EASEMENT (DDC# 22859223) AND THE LIMITED COMMON ELEMENT ALONG THE WESTERN SIDE OF UNITS 4 AND 2 FOR THE BENEFIT OF UNITS 1, 2 AND 4.
- 5.) ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE DECLARATION.
- 6.) DRIVEWAY CONNECTION IN THE AREA HATCHED ON THE CONDOMINIUM PLAT SHALL BE REMOVED OR BLOCKED UPON ANY SALE OR TRANSFER OF UNIT NUMBER 3 OF THIS PLAT.
- 7.) THE PORTION OF UNIT 3 LOCATED IN SUNSET DRIVE RIGHT OF WAY IS PUBLIC RIGHT OF WAY.

RECEIVED FOR RECORDING THIS _____ DAY OF _____ AT _____ O'CLOCK _____ M. AND RECORDED IN VOLUME _____ OF CONDOMINIUM PLATS, PAGE _____ AS DOCUMENT NO. _____ REGISTER OF DEEDS

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this _____ day of _____, 20____

Dane County Planning and Development

SURVEYORS SEAL

DRAWN BY: NEIL BORTZ
 DRAWING NO.: 20W-349
 SHEET: 1 OF 1

REV. 11-29-21

EASEMENT AGREEMENT

Return to:

See Exhibits A, B, and C for tax
Parcel Identification Numbers

THIS EASEMENT AGREEMENT (the "Agreement") is by and between A. Lee Stilwell and Rebecca Z. Stilwell, as trustees of the Stilwell Living Trust ("Parcel A Owner"), David B. Lonsdorf and Marilyn J. Chohaney ("Parcel B Owner"), and James H. Herkert and Andrea Herkert ("Parcel C Owner").

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as Parcel A.

B. Parcel B Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as Parcel B.

C. Parcel C Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit C and referred to on the exhibit and in this Agreement as Parcel C.

D. Parcel C Owner desires to utilize a portion of Parcel A and a portion of Parcel B for ingress and egress to and from a certain three-acre portion of Parcel C used for farming.

E. Parcel A Owner and Parcel B Owner are willing to create an easement over a portion of Parcel A and a portion of Parcel B, subject to the terms, conditions, and limitations set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant. Parcel A Owner grants to Parcel C Owner a nonexclusive easement for ingress and egress to the Beach Road cul-de-sac from Parcel C, over the westerly 10 feet of Parcel A. Parcel B Owner grants to Parcel C Owner a nonexclusive easement for ingress and egress to the Beach Road

cul-de-sac from Parcel C, over the easterly 10 feet of Parcel B. The westerly 10 feet of Parcel A, and the easterly 10 feet of Parcel B, are referred to herein as the "Easement Property," which is shown on Exhibit D. The easements granted herein are subject to the limitations and restrictions set forth below.

Note: There is an Ice Age Trail Easement recorded on _____, ____, in the office of Dane County Register of Deeds as Document No. _____ dated _____ and recorded on _____ overlaps the portion of this easement that is on the westerly 10 feet of Parcel A, and takes priority if there is a conflict to this Agreement.

2. Permitted Uses; Limitations; Restrictions. The easements granted under this Agreement shall only be used by Parcel C Owner and its tenant or licensee, for ingress and egress of farm equipment used for the planting, cultivation, and harvesting of crops, on the three-acre area of Parcel C located along the northern boundary of Parcel C which is currently used for crop production (the "Three-Acre Crop Production Area"). The easements shall not be used by **Parcel C** Owner for any purpose other than ingress and egress of farm equipment used in crop production on the Three-Acre Crop Production Area. The easements shall not be used for ingress to or egress from any portion of Parcel C other than the Three-Acre Crop Production Area. The easements granted herein shall not be used by Parcel C Owner for ingress to or egress from residential lots, commercial activities (other than agriculture), or from adjoining lands. Parcel C Owner shall not operate ATV's, UTV's, dirt bikes, or other recreational vehicles on the Easement Property. Parcel C Owner shall not operate or allow others to operate on the Easement Property automobiles, trucks, or other motorized vehicles which are not involved in the production of crops on the Three-Acre Crop Production Area.

3. Indemnity. Parcel C Owner shall indemnify and defend Parcel A Owner **and** Parcel B Owner from all liability, suits, actions, claims, costs, damages, and expenses **of every** kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by Parcel C Owner.

4. No Improvements. Parcel C Owner shall not construct or make any improvements or changes to the Easement Property. Parcel C Owner shall not put gravel, asphalt, concrete, or any other material on the Easement Property. Parcel A Owner and Parcel B Owner will mow that portion of the Easement Property which is located south of the driveway four times per year.

5. Rights Subordinate to Other Users. Parcel C Owner's use of the driveway located on the Easement Property is subordinate to the driveway use rights of Parcel A Owner, Parcel B Owner, and the owner of Lot 3, Certified Survey Map No. 5396, recorded on November 11, 1987, in the Dane County Register of Deeds Office as Document No. 2054106, under that certain Declaration of Conditions, Covenants and Restrictions and Declaration of Easements recorded in the Dane County Register of Deeds Office on August 29, 1991 in Volume 16614, Page 45, as Document #2285923 and as amended by the Amended and Restated Declaration of Conditions, Covenants, and Restrictions and Declaration of Easements recorded on February ____, _____, in the office of Dane County Register of Deeds as Document No. _____. Parcel C Owner shall not block or allow others to block the driveway or otherwise interfere with the use of the driveway by Parcel A Owner, Parcel B Owner, or the owners of Lot 3, CSM 5396.

6. Responsibility for Damage. Parcel C Owner shall be responsible for any and all damage which occurs to the Easement Property as a result of Parcel C Owner's use of the Easement Property. Parcel C Owner shall promptly take all actions and pay any and all costs which are necessary to repair any damage caused by use of the Easement Property by Parcel C Owner.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

8. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

9. Termination. The easements granted in this Agreement shall terminate upon the earlier of: (a) when neither James H. Herkert nor Andrea Herkert has an ownership interest in the Three Acre Crop Production Area, or (b) upon the death of the survivor of James H. Herkert and Andrea Herkert.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement **may** be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

12. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

13. Nonexclusive Use. Parcel A Owner and Parcel B Owner shall have the right to grant third parties rights to use the Easement Property in the future, and Parcel C Owner shall not interfere with the use of the Easement Property by such third parties who may be granted rights of use by Parcel A Owner and/or Parcel B Owner.

Dated: _____, 2022.

Parcel A Owner:

A. Lee Stilwell, Trustee of the Stilwell Living Trust

Rebecca Z. Stilwell, Trustee of the Stilwell Living Trust

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2022 by A. Lee Stilwell and Rebecca Z. Stilwell, Trustees of the Stilwell Living Trust.

Notary Public, State of Wisconsin
My commission expires:

Parcel B Owner:

David B. Lonsdorf

Marilyn J. Chohaney

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2022 by
David B. Lonsdorf and Marilyn J. Chohaney.

Notary Public, State of Wisconsin

My commission expires: _____

CONSENT OF MORTGAGEE OF PARCEL B

The undersigned, being the holder of a mortgage against **Parcel B**, **consents to the** above Agreement and agrees that its interest in Parcel B shall be subject to the terms of the Agreement.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2022 by

Notary Public, State of Wisconsin

My commission expires: _____

James H. Herkert

Andrea Herkert

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2022 by
James H. Herkert and Andrea Herkert.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Attorney Randall J. Andersen

EXHIBIT A

Parcel A: Lot 4, Certified Survey Map No. 5396, recorded on November 11, 1987, in the office of the Dane County Register of Deeds as Document No. 2054106.

Tax Parcel No. 062/0608-364-8790-2

EXHIBIT B

Parcel B: Lot 1, Certified Survey Map No. 6372, recorded on April 9, 1991, in the office of the Dane County Register of Deeds as Document No. 2254715.

Tax Parcel No. 062/0608-364-8740-2

EXHIBIT C

Part of the Southwest Quarter of the Southeast Quarter of Section 36, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, which is more fully described as follows: Commencing at the Southwest corner of said Southwest 1/4 of the Southeast 1/4,; thence Easterly along the center line of Purcell Road, 520.1 feet to the point of beginning of this description; thence Northerly, parallel to the West line of said Southwest 1/4 of the Southeast 1/4, a distance of 518.0 feet; thence Westerly, 521.2 feet to a point on said West line of the Southwest 1/4 of the Southeast 1/4, which is 487.0 feet North from the Southwest corner of the Southwest 1/4 of the Southeast 1/4; thence North, along the West line of said Southwest 1/4 of the Southeast 1/4, 613.0 feet; thence East, parallel to the South line of said Southwest 1/4 of the Southeast 1/4, 1310 feet more or less to the East line of said Southwest 1/4 of the Southeast 1/4; thence South, along said East line of the Southwest 1/4 of the Southeast 1/4, 572.0 feet; thence West, parallel to the South line of said Southwest 1/4 of the Southeast 1/4, a distance of 505.0 feet; thence South, parallel to the East line of said Southwest 1/4 of the Southeast 1/4, 528.0 feet to the center line of Purcell Road; thence West along said center line of road, 301.4 feet to the point of beginning.

Tax Parcel No. 062/0608-364-9150-4



WILLIAMSON SURVEYING & ASSOCIATES, LLC

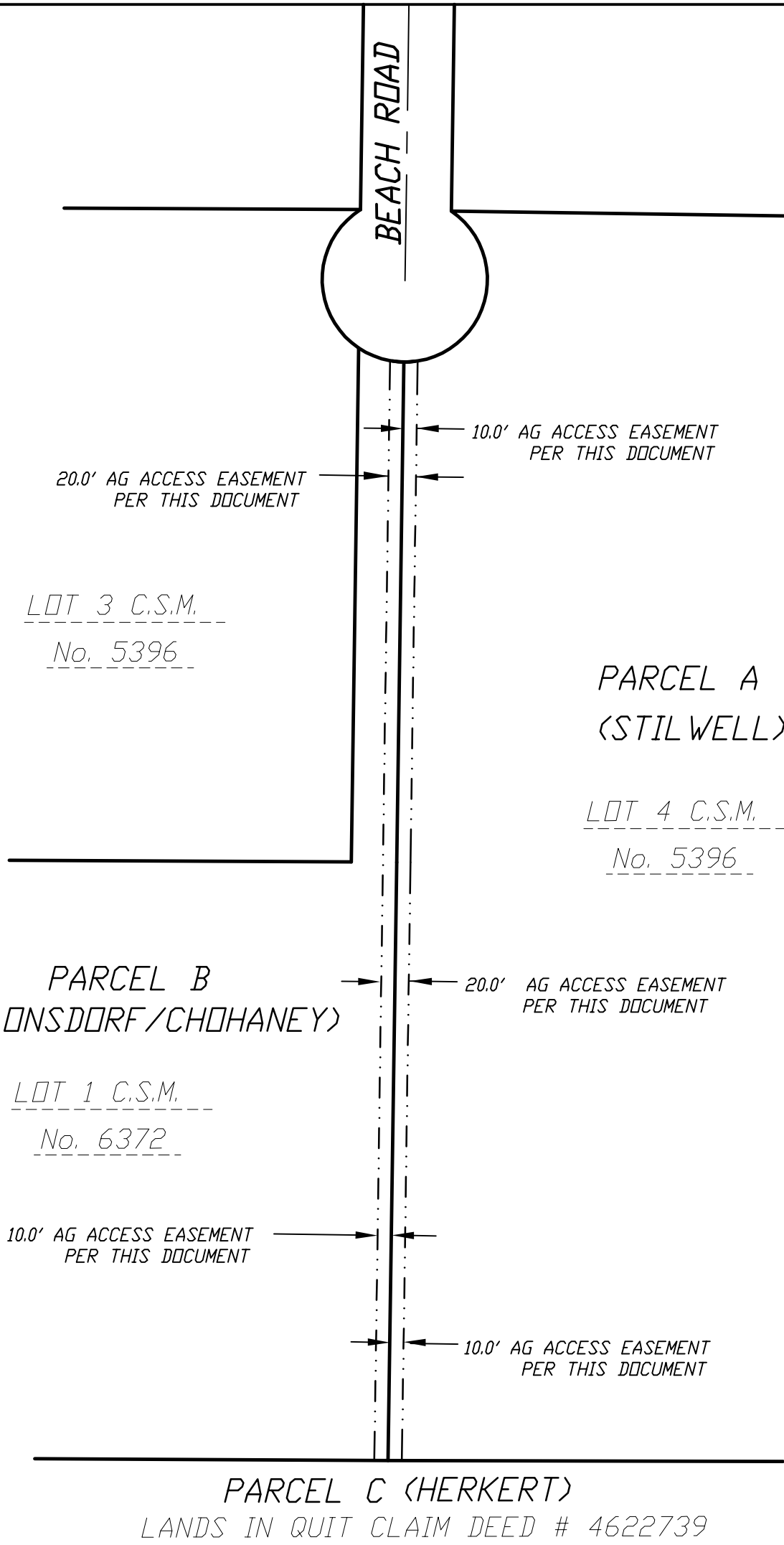
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

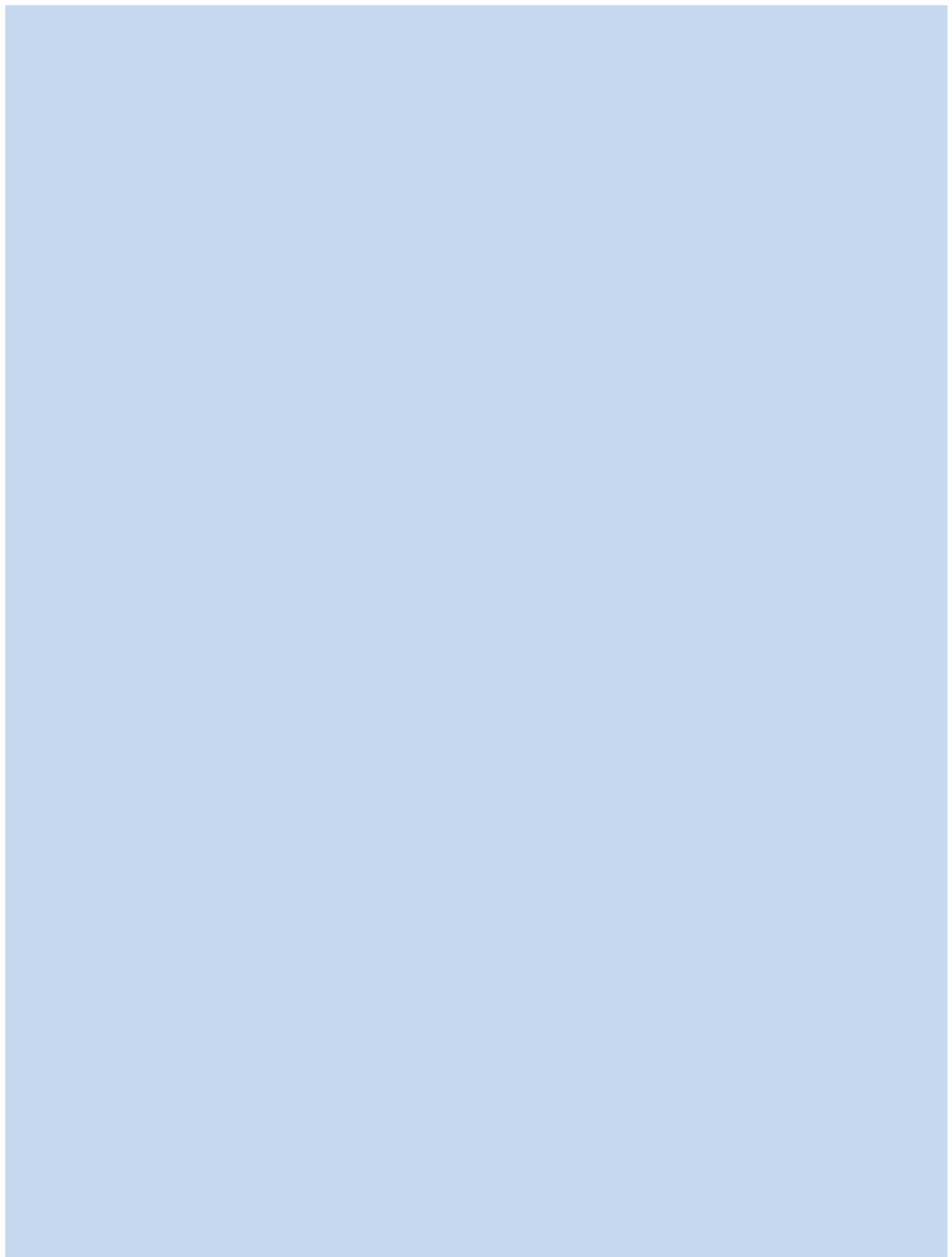
NDA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT MAP







1926 N Kollath Rd
Verona, WI 53593
(608) 832-6352
carricoengineering.com

January 25, 2022

Sarah Gaskell, Town Planner / Administrator
Town of Verona
7669 County Highway PD
Verona, WI 53593

RE: Dairy Ridge Heights Final Plat Submittal

Dear Ms. Gaskell:

On behalf of Twin Rock, LLC, please accept this letter and enclosed materials for consideration for approval by the Plan Commission and Town Board for the final plat for Dairy Ridge Heights.

We are requesting to be included on the Plan Commission meeting agenda for February 17, 2022, and on the Town Board agenda for March 1, 2022.

I have attached the Final Plat for submittal to the Town.

Please do not hesitate to contact me with any question or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L Carrico".

Adam L Carrico, PE

Enclosure: Final Plat – Dairy Ridge Heights

cc: Bret Saalsaa, Twin Rock, LLC
Noa Prieve, PLS, Surveyor, Williamson Surveying
Doug Maxwell, Chair, Town Plan Commission and Town Board Member

DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

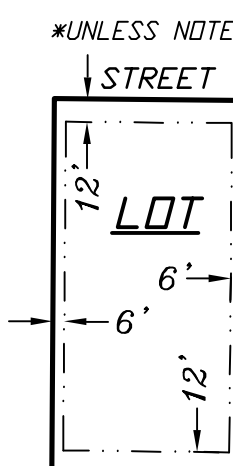
WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597
 NDA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ
 PROFESSIONAL LAND SURVEYORS
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

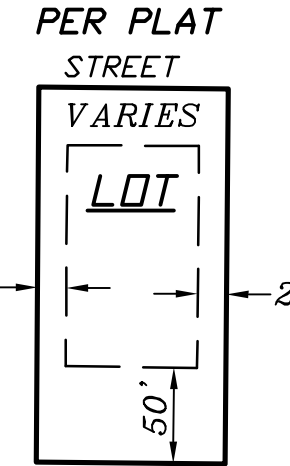
LEGEND:

- = FOUND 3/4" REBAR
 - = FOUND 1 1/4" REBAR
 - ⊙ = FOUND SECTION CORNER (TYPE NOTED)
- ALL OTHER LOT AND OUTLOT CORNERS ARE MARKED WITH 3/4"x18" REBAR, MINIMUM WEIGHT OF 1.50 LBS/LINEAR FT.
 (***) = RECORDED AS

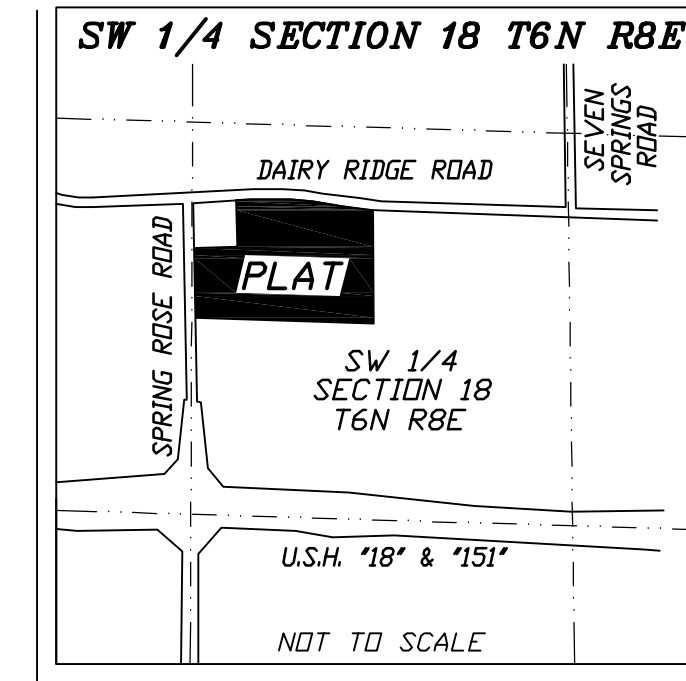
TYPICAL PUBLIC UTILITY EASEMENT



BUILDING SETBACKS PER PLAT



NOTE
 LOT 3 SIDE SETBACKS:
 EAST SIDE = 10 FT.
 WEST SIDE = 12 FT.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____, 20____
 Department of Administration

DANE COUNTY COORDINATES
 BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SECTION 18, T6N, R8E. LINE TO BEAR = S 00°25'07" E
 SCALE 1" = 60'

FOUND ALUMINUM MONUMENT
 WEST 1/4 CORNER
 SECTION 18, T6N, R8E

LANDS
 NE 1/4
 OF THE
 SE 1/4

SECTION 18
 SPRING
 ROSE ROAD
 T6N R8E

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
C-1	1432.72'	S 86°41'34" E	295.42'	295.94'	11°50'06"
C-2	2863.91'	S 84°16'28" E	360.53'	360.76'	71°3'03"
C-3	1399.72'	S 86°41'34" E	288.61'	289.12'	11°50'06"
C-4	2896.91'	S 84°16'23" E	364.68'	364.92'	71°3'03"
C-5	1399.72'	S 89°18'27" E	161.28'	161.37'	6°36'20"
C-6	1399.72'	S 87°23'54" E	127.71'	127.75'	5°13'46"
C-7	2896.91'	S 81°57'57" E	131.04'	131.05'	2°35'31"
C-8	2896.91'	S 85°16'30" E	204.09'	204.14'	4°02'15"
C-9	2896.91'	S 87°35'16" E	29.73'	29.73'	0°35'17"

LOT 1
 C.S.M.
 No. 15601

SE 1/4
 OF THE
 SE 1/4

FOUND ALUMINUM MONUMENT
 SOUTHWEST CORNER
 SECTION 18, T6N, R8E

NOTES:

- ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLE MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST ONE SECOND.
- ELEVATIONS REFERENCED TO NAVD 88. SITE BENCHMARK IS THE TOP OF ALUMINUM MONUMENT LOCATED AT THE WEST 1/4 CORNER OF SECTION 18, T6N, R8E. TOP OF ALUMINUM MONUMENT = 995.84'

LANDS
 NW 1/4
 OF THE
 SW 1/4

SEE SHEET 2

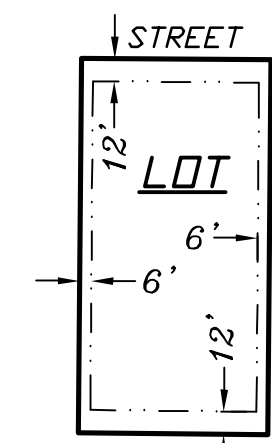
DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

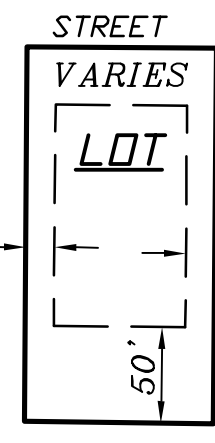
WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
 NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ
 PROFESSIONAL LAND SURVEYORS
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

TYPICAL PUBLIC UTILITY EASEMENT
 UNLESS NOTED



BUILDING SETBACKS PER PLAT

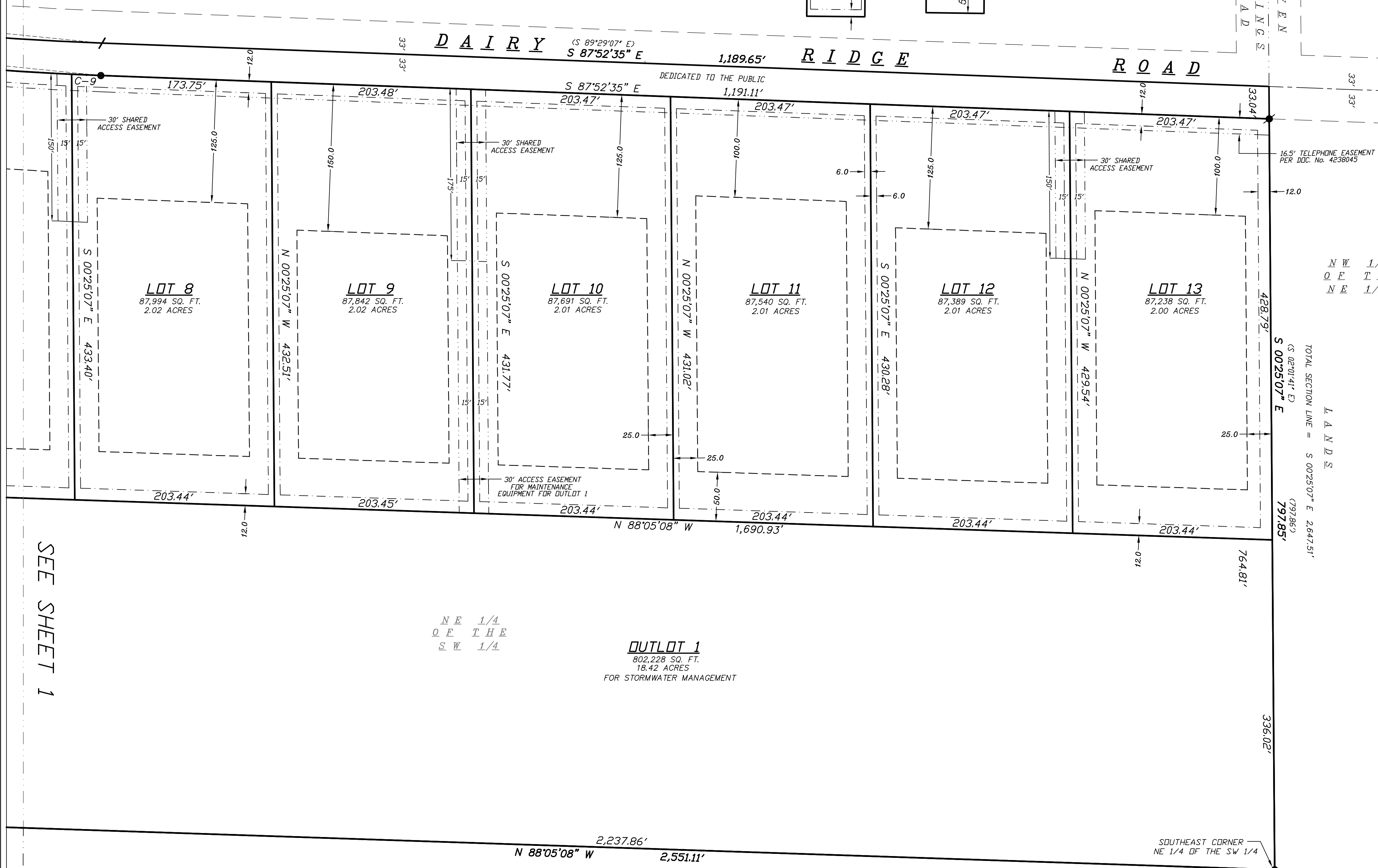
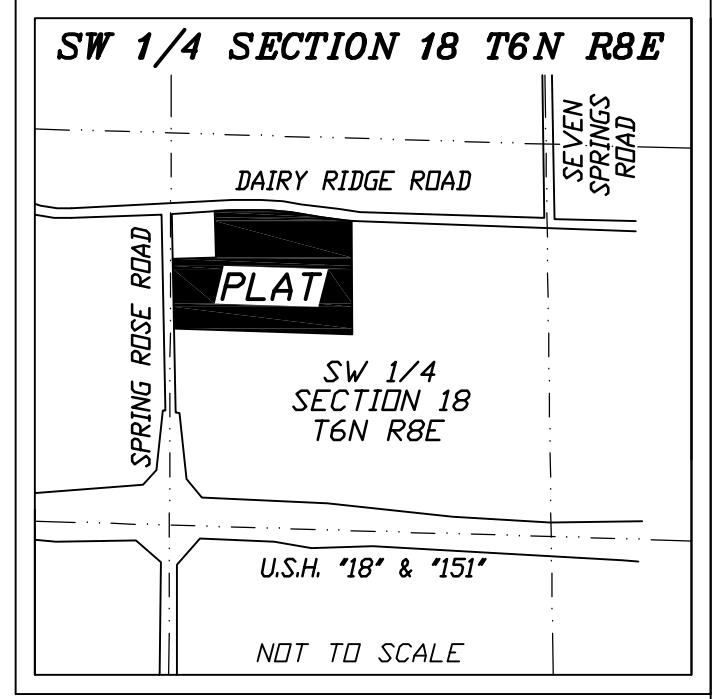


NOTE

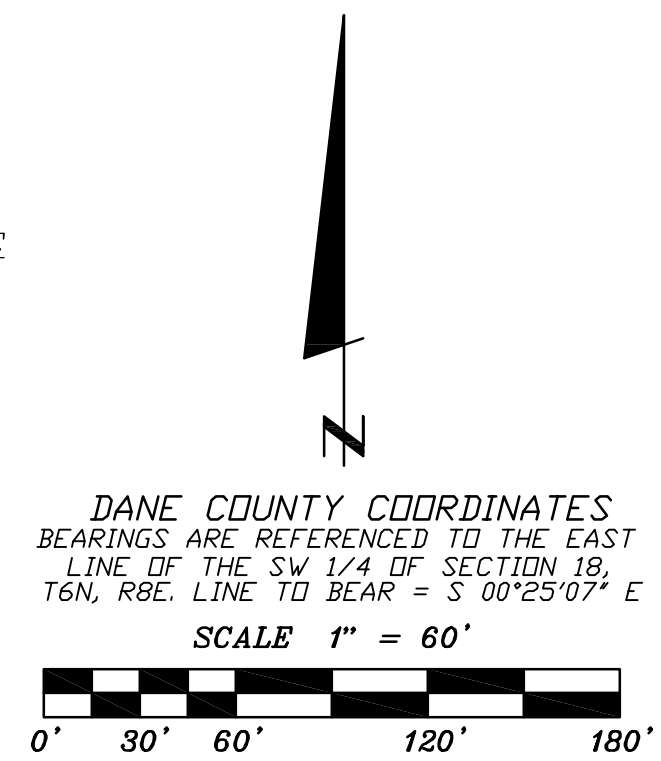
LOT 3 SIDE SETBACKS:
 EAST SIDE = 10 FT.
 WEST SIDE = 12 FT.

FOUND 1" PIPE NORTH 1/4 CORNER SECTION 18, T6N, R8E

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____, 20____
 Department of Administration



N W 1/4
 O F T H E
 N E 1/4



DANE COUNTY COORDINATES
 BEARINGS ARE REFERENCED TO THE EAST
 LINE OF THE SW 1/4 OF SECTION 18,
 T6N, R8E. LINE TO BEAR = S 00°25'07" E
 SCALE 1" = 60'

LEGEND:
 ● = FOUND 3/4" REBAR
 ● = FOUND 1 1/4" REBAR
 ⊙ = FOUND SECTION CORNER (TYPE NOTED)
 ALL OTHER LOT AND OUTLOT
 CORNERS ARE MARKED WITH
 3/4"x18" REBAR, MINIMUM
 WEIGHT OF 1.50 LBS./LINEAR FT.
 (***) = RECORDED AS

SEE SHEET 1

NOTES:
 1) ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLE MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST ONE SECOND.
 2) ELEVATIONS REFERENCED TO NAVD 88. SITE BENCHMARK IS THE TOP OF ALUMINUM MONUMENT LOCATED AT THE WEST 1/4 CORNER OF SECTION 18, T6N, R8E. TOP OF ALUMINUM MONUMENT = 995.84'

L A N D S
 S E 1/4
 O F T H E
 S W 1/4

L A N D S
 S W 1/4
 O F T H E
 N E 1/4

DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ
PROFESSIONAL LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

SURVEYOR'S CERTIFICATE:

I, Noa T. Prieve, professional land surveyor, hereby certify that this survey is correct to the best of my knowledge and belief and is in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code, and the subdivision regulations of the Town of Verona and under the direction of Bret Saalsaa, owner of said land, I surveyed, divided, and mapped Dairy Ridge Heights; that such plat correctly represents all exterior boundaries and subdivision of the land surveyed; and that land is described as follows:

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 feet to the point of beginning.

Thence continue S 0°25'07" E, 797.85 feet to the Southeast Corner of the said Northeast 1/4 of Southwest 1/4; thence N 88°05'08" W along the south line of the said Northeast 1/4 and Northwest 1/4 of the Southwest 1/4, 2,551.11 feet to the Southwest Corner of the said Northwest 1/4 of the Southwest 1/4; thence N 00°27'49" E along the west line of the said Northwest 1/4 of the Southwest 1/4, 478.84 to the south line of Lot 1 Certified Survey Map No. 15601; thence along said Lot 1 for the next 2 courses N 89°26'28" E, 305.62 feet; thence N 00°25'07" W, 342.54 feet to the centerline of Dairy Ridge Road; thence along said centerline for the next 5 courses N 87°31'58" E, 244.19 feet; thence along an arc of a curve concaved southerly having a radius of 1,432.72 feet and a long chord bearing and distance of S 86°41'34" E, 295.42 feet; thence S 80°30'31" E, 152.52 feet; thence along an arc of a curve concaved northeasterly having a radius of 2,863.91 feet and a long chord bearing and distance of S 84°16'28" E, 360.53 feet; thence S 87°52'35" E, 1,189.65 feet to the point of beginning. This parcel contains 1,975,184 sq. ft. or 45.34 acres.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

Date _____
Noa T. Prieve S-2499
Professional Land Surveyor

LIMITED LIABILITY COMPANY OWNERS' CERTIFICATE:

Twin Rock LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Twin Rock LLC, does further certify that this plat is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Town of Verona
Dane County Zoning and Land Regulation Committee

IN WITNESS WHEREOF, the said Twin Rock LLC, has caused these presents to be signed by Bret Saalsaa, its President, and its company seal to be hereunto affixed on this _____ day of _____, 20____.

In the presence of: Twin Rock LLC

Witness _____
by: Bret Saalsaa, President, Twin Rock LLC,

STATE OF WISCONSIN
DANE COUNTY) SS

Personally came before me this _____ day of _____, 20____ the above named Bret Saalsaa, President of the above Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledge that they executed the foregoing instrument as such Member as the deed of said company, by its authority.

_____ County, Wisconsin. _____
My commission expires _____ Notary Public
_____ Print Name

CONSENT OF CORPORATE MORTGAGEE:

The Park Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Twin Rock LLC, owner.

IN WITNESS WHEREOF, the said The Park Bank has caused these presents to be signed by _____, and its company seal to be hereunto affixed on this _____ day of _____, 20____.

In the presence of:
The Park Bank

STATE OF WISCONSIN
DANE COUNTY) SS

Personally came before me this _____ day of _____, 20____ the above named _____ officer of the above corporation, to me known to be the person who executed the foregoing instrument, and to me known to be said officer of said corporation, and acknowledge that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____ County, Wisconsin. _____
My commission expires _____ Notary Public
_____ Print Name

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

TOWN OF VERONA BOARD APPROVAL

The plat of Dairy Ridge Heights in the Town of Verona, including all public rights-of-way and public outlots dedicated thereon, is hereby approved by the Town of Verona. I, Teresa Withee, do hereby certify that I am the duly appointed, qualified, and acting Town of Verona Clerk and that the foregoing is a representation of an ordinance adopted by the Town of Verona on _____, 20____.

_____ Date _____ Teresa Withee - Town of Verona Clerk

CERTIFICATE OF TOWN OF VERONA TREASURER:

STATE OF WISCONSIN
DANE COUNTY) SS

I, Teresa Withee, as the duly appointed, qualified and acting Town Treasurer of the Town of Verona, hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and no unpaid taxes, special assessments or charges currently due as of this _____, 20____, on any of the lands included in the plat of Dairy Ridge Heights.

_____ Date _____ Teresa Withee, Town Treasurer

CERTIFICATE OF DANE COUNTY:

STATE OF WISCONSIN
DANE COUNTY) SS

This plat of Dairy Ridge Heights has been approved by the Dane County Zoning and Land Regulation Committee per action thereof on this _____, 20____.

_____ Date _____ Jerry Bollig, Chair Dane County Zoning and Land Regulation Committee

CERTIFICATE OF DANE COUNTY TREASURER:

STATE OF WISCONSIN
DANE COUNTY) SS

I, Adam Gallagher, being the duly elected, qualified and acting treasurer of the County of Dane, do hereby certify that records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of _____, 20____, on any of the land included in the plat of Dairy Ridge Heights as of this _____ day of _____, 20____.

_____ Date _____ Adam Gallagher, Dane County Treasurer

REGISTER OF DEEDS:

Received for the Recording this _____ day of _____, 20____, at _____ O'clock __M. and recorded in Volume _____ of Plats of Dane County on page(s) _____, as Document No. _____.

_____ Register of Deeds of Dane County

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR THE PLAT OF DAIRY RIDGE HEIGHTS

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PLAT OF DAIRY RIDGE HEIGHTS (the
"Declaration") made this ___ day of _____, 2022, by Twin Rock, LLC
(the "Declarant").

WHEREAS, Declarant is the owner of all the real property
described by the Plat of Dairy Ridge Heights as depicted in Exhibit A
attached hereto (the "Plat") and more particularly described as Lots One
(1) through Thirteen (13) and Outlot One (1) of Dairy Ridge Heights, in
the Town of Verona, Dane County, Wisconsin (the "Subdivision"); and

WHEREAS, Declarant wishes to control the purposes for which
the Lots and Outlot are improved, used and maintained in order to
maintain a high standard of quality for the Subdivision;

NOW, THEREFORE, the Declarant declares that each Lot and
Outlot in the Subdivision must be subject to the covenants, restrictions,
assessments, charges and liens hereinafter set forth.

This space is reserved for recording data

Return to:

Carrico Engineering and Consulting, Inc.
1926 N Kollath Road
Verona, Wisconsin 53593

Parcel Identification Number(s):
0608-183-8681-0 and 0608-183-8180-9

STATEMENT OF PURPOSE

This Declaration is intended to help assure that the Subdivision will become and remain an
attractive addition to the adjoining community; to ensure the most appropriate development and
improvement of each Lot; to guard against the erection of poorly designed or proportioned structures on
any of the Lots; to obtain harmonious improvements and use of material and color schemes; to assure
proper use and maintenance of the Outlots; and otherwise to ensure the highest and best residential
development of the Subdivision.

ARTICLE I
DEFINITIONS

1.1 The following definitions apply to this Declaration:

“Association” means the DAIRY RIDGE HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Wisconsin nonstock corporation, and its successors and assigns.

“Board” means the Board of Directors of the Association.

“Common Property” means the Outlot, and includes, without limitation, all landscaping and improvements located on said Outlot.

“Declarant” means Twin Rock, LLC, its successors and assigns.

“Declaration” means this Declaration of Subdivision Covenants, Conditions and Restrictions for the Plat of Dairy Ridge Heights, as amended and supplemented from time to time.

“Impervious” means “Impervious surface” as defined in Chapter 11 of Dane County Ordinances.

“Lot” or “Lots” means the platted lots within the Subdivision, but not the Outlot.

“Outlot” means a platted outlot within the Subdivision.

“Owner” means the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, then the Owner must be the person or persons named as purchaser in the land contract.

“Stormwater Authority” means Dane County Land and Water Resources Department.

“Stormwater Management Agreement” means the certain Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures made by Declarant in connection with the Plat.

“Subdivision Documents” means this Declaration, the Plat and the Stormwater Management Agreement.

“Town” means the Town of Verona, a Wisconsin municipal corporation.

ARTICLE II
OWNERS' ASSOCIATION, COMMON PROPERTY AND PUBLIC EASEMENTS

2.1 Membership. The Owner of each Lot must be a member of the Association. Where more than one person holds an ownership interest in any Lot, each such person must be a member. The members shall have such rights as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

2.2 Board. The affairs of the Association must be managed by the Board. The Board must be selected in the manner, and must have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of the Declarant as set forth in such instruments.

2.3 Declarant Control. Notwithstanding anything within the Declaration to the contrary, Declarant shall maintain control of the Association until all thirteen (13) Lots have been sold to anyone other than the Declarant or thirty (30) days after Declarant's election to waive its right of control to the Association, whichever occurs earlier. Declarant shall notify the Town with thirty (30) days of turning over

control to the Association and shall provide the Town with contact information for the Association.

2.4 Assessments and Liens. The Declarant (until such time as the Declarant no longer owns a Lot in the Subdivision) hereby covenants and agrees to pay, and the Owner of any Lot, by acceptance of a deed for a Lot in the Subdivision, covenants and agrees to pay any assessments of the Association made in the manner provided herein. Each assessment, together with interest and costs of collection as provided herein, shall be a charge on the land and a continuing lien upon the Lot against which the assessment is made. The sum of each assessment, any interest thereon and costs of collection thereof, will also be the personal obligation of each person holding an ownership interest in such Lot at the time when the assessment became due and payable; if more than one, their liability will be joint and several.

2.4(a) *General Assessments.* General assessments must be determined, established and collected each year as follows:

(i) *Budget.* In December of each year commencing with 2023, the Board must determine a budget for the ensuing calendar year, which must include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of Common Property, payment of taxes and insurance, and other costs connected therewith, including reasonable reserves for future expenses. Notices of Assessment amount must be mailed to each Lot owner by December 31 of each year commencing with 2023.

(ii) *Declarant Obligation and Apportionment of Assessments.* Declarant will bear the costs of maintaining, operating and improving the Common Property through December 31, 2023. Thereafter, the budgeted amounts must be divided equally among, and declared as an assessment against, the Lots. The Board must notify each Owner of the actions taken and the amount of the assessment against the Owner's Lot. Payment of an assessment against a Lot must be due no later than February 15 of each calendar year, unless another due date is specified by the Board. The Board's assessment notice must be mailed to the Owner at the Lot's most recently published address for property tax billing, with postage prepaid, or be personally delivered to the Owner.

2.4(b) *Special Assessments.* As necessary, from time to time, the Board may determine an amount to be collected through special assessments for unforeseen expenses, for approved improvements to the Common Property or for any other duly authorized expenditure of the Association, which amount must be divided equally among, and declared as an assessment against, the Lots. The Board must notify each Owner of the actions taken and the amount of the special assessment against the Owner's Lot. Payment of a special assessment against a Lot must be due on a date specified by the Board. The Board's special assessment notice must be mailed to the Owner at the Lot's most recently published address for property tax billing, with postage prepaid, or be personally delivered to the Owner.

2.4(c) *Collection of Assessments.* In the event any assessment levied against any Lot remains unpaid for a period of thirty (30) days from its due date, the Board may, in its discretion, file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the applicable provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim will be and become a lien against such Lot. The claim will thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot must be responsible for all costs of collection incurred by the Association in connection therewith, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for an assessment provided for herein by non-use of any Common Property or abandonment of his or her Lot.

2.4(d) *Joint and Several Liability of Grantor and Grantee.* Upon a voluntary conveyance, the grantee of a Lot must be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee must be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee must not be liable for, nor must the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement with ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

2.5 Common Property Conveyance. The Declarant shall convey the Common Property to the Association upon completion of the stormwater facilities and receiving final approval of stormwater facilities from Dane County Land and Water Resources Department located on Outlot 1 (collectively, the "Stormwater Facilities").

2.6 Common Property Use.

2.6(a) *Stormwater Facilities.* The installation, maintenance, repair and replacement of any of the Stormwater Facilities will be the obligation of the Association, including, without limitation, maintaining the functioning of the Stormwater Facilities according to their design specifications. In the event the County or other municipal authority or governing body ("Stormwater Authority") sends written notice to the Association requiring the Association complete necessary maintenance of the Stormwater Facilities, and the Association refuses or fails to complete the necessary maintenance within thirty (30) days from the date of the Association's receipt of the mailing, then the Stormwater Authority may complete the necessary maintenance of the Stormwater Facilities and charge all costs as a special charge either to the Association or in equal shares to each Owner. The thirty (30) day notice period will not apply if corrective action is necessary to avoid an imminent threat to persons or property as a result of a failure of the maintenance of the Stormwater Facilities. A perpetual easement to access the Stormwater Facilities is hereby granted to the Stormwater Authority for such purposes. Each Lot must have a perpetual, non-exclusive easement on, over, across and through the other Lots for stormwater drainage to the Stormwater Facilities consistent with any applicable stormwater plan. It is the intent that this provision be limited to allow for reasonable stormwater drainage of the Lots consistent with natural stormwater drainage patterns and stormwater management plans of the Subdivision.

2.6(b) *Trails.* Declarant to construct or install initial trails within Outlot according to the Developer's Agreement. Following conveyance of Outlot to Association, the installation, maintenance, repair and replacement of any section of trails will be the obligation of the Association, including, without limitation, maintaining the function of the trails for recreational use by owners. Each Owner responsible for installing/mowing and maintaining access from said Lot to Outlot trail, if desired. Access through Outlot is subject to the approval of the Association and according to Section 2.7 below. Access from each lot must not traverse on to another Lot.

2.6(c) *Mailboxes.* United States Postal Service approved Next Generation Mailboxes that must be placed on the same side of the road where existing delivery occurs and within the public road right-of-way. Declarant to provide and install initial mailbox for each Lot. Each Owner must maintain their own mailbox. Mailbox type and placement is subject to the requirements of the United States Postal Service. Each Owner is responsible to provide replacement mailboxes and must be of similar type and quality as initial mailbox provided by Declarant.

2.6(d) *Common Property in General.* Except as provided in the preceding subsections, all Common Property must be held by the Association as open and recreation space for the benefit of the members subject to the following:

(i) The use of snowmobiles, ATVs or UTVs, motorcycles and other motorized vehicles on Common Property is prohibited, except as may be necessary to accomplish repairs and maintenance of the Common Property.

(ii) Pursuant to its authority over the Common Property, the Association may adopt such other rules as it deems necessary or prudent for its use but may not lessen any of the restrictions set forth above.

2.6(e) *Dissolution of Association.* In the event the Association is dissolved, voluntarily or involuntarily, the Association must offer to dedicate the Common Property to the Town. In connection with any such dedication which may be accepted by the Town, the Association must, after paying all its obligations, pay any remaining funds in its Association bank accounts to the Town.

2.7 Common Property Maintenance.

2.7(a) Except as provided below, from and after conveyance of the Common Property to the Association, the Association must maintain the Common Property in good and safe condition.

2.7(b) *Access to Common Property for Maintenance.*

(i) Outlot 1 may be accessed from each Lot or by Access Easement as depicted on the Plat. Each Lot owner may mow or install a maximum 5-foot-wide path to the walking trail from their Lot and will be responsible for maintaining their respective path from their Lot to the walking trail. Any tree removal within Outlot to gain access is subject to the approval of the Declarant, if applicable or Association. The Stormwater Authority must be granted access to Stormwater Facilities on said outlot for inspection purposes.

2.7(c) Maintenance includes, but is not limited to, periodic mowing, tree pruning, prairie maintenance, and maintenance and repair of trails summarized as follows:

(i) According to the approved budget, the Association shall make arrangements to mow the walking trail within the prairie as needed to maintain a walkable trail.

(ii) According to the approved budget, the Association shall make arrangements to have the prairie inspected periodically by a professional ecology company for the provision of management practice recommendations for prairie maintenance beginning in Spring of 2026. Management practices may include spot control for undesirable plants, seeding, mowing or controlled burning.

2.7(d) Maintenance includes repair and replacement of the Stormwater Facilities in accordance with the Stormwater Maintenance Agreement, including inspection and reporting requirements summarized as follows:

(i) Stormwater Facilities must be inspected as required by applicable ordinances and as described by the Agreement for Maintenance of Stormwater Management Facilities as shown on Exhibit C attached hereto (the "Stormwater Maintenance Agreement"). The Stormwater Maintenance Agreement identifies the parts of the Stormwater Facilities in addition to access points.

(ii) The Association shall bear the cost of all inspections, reports and related fees.

(iii) The Association shall promptly complete all maintenance to the Stormwater Facilities as described in the Stormwater Maintenance Agreement or as determined to be necessary by the Stormwater Authority.

2.7(e) In the event any Owner or a guest, lessee, tenant, licensee, invitee agent, family member, or pet of an Owner damages any of the Common Property, the Association is authorized to repair and restore any damaged area to its former condition and to charge a special assessment against the Owner's Lot for the cost incurred in accordance with Section 2.4. This remedy will be in addition to any other recourse the Association, Town or any other Owner may have on account of the damage.

2.8 Town Remedies for Default.

2.8(a) If the Association fails to maintain the Outlot in the manner required by the Subdivision Documents or any ordinance of the Town, the Town has the right to give the Association written notice of default. The Association has thirty (30) days after the receipt of the written notice in which to cure the default or, if the default cannot be cured within thirty (30) days, the Association may cure the default within a reasonable time, provided that the Association promptly commences and diligently pursues cure of the default and notifies the Town of the delay. If the Association does not timely cure the default, the Town has the right to (i) assume maintenance of noncompliant Outlot and assess, on an equal basis, the cost of such maintenance to each Lot, (ii) exercise any right under applicable law to seek involuntary dissolution of the Association, or (iii) exercise both of the preceding remedies.

2.8(b) If the Town accepts a dedication of the Common Property pursuant to Section 2.6(e) above, the Town may thereafter assess the Lots on an equal basis for the costs of maintenance and repair of such Common Property.

2.8(c) Any assessments made by the Town pursuant to this Section 2.8 will constitute a lien against each Lot and the amount thereof will be included in the tax bill for each Lot. The Town will not be subject to any limits on assessments which may be imposed upon the Association in this Declaration or the Association's Bylaws. These remedies of the Town are in addition to all other rights and remedies available to the Town under applicable law. ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX, ASSESSMENT OR SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS FOR THIS PURPOSE.

2.9 Easements Affecting Lots.

2.9(a) "Public Easements" means all public utility easements shown on the Plat.

2.9(b) "Private Access Easements" means (i) the platted access easement as shown on the Plat for maintenance of the Common Property and (ii) the shared access easements as shown on the Plat for shared driveways.

2.9(c) No structure, planting, or other materials are permitted to be placed or permitted to remain within any Public Easement, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through a Public Easement. The Public Easements located on a Lot and all improvements therein must be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee ("Committee") is created herein for purposes of carrying out the Architectural Review Procedure and other Committee duties described in this Declaration. The Declarant will act as the Secretary and sole member of the Committee until the Declarant relinquishes control of the Committee or no longer has any interest in any Lot, whichever is earlier. After the Declarant ceases acting as the Committee, the Association must appoint three (3) members of the Association to serve as the Committee, and until the Association has appointed members to the Committee, the Board must serve as the Committee. Following relinquishing control to Association appointed Committee, Association must inform Town and provide Committee contact information along with any and all updates to Committee members. The Committee must select one member to act as Secretary. The Committee will not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Owner will have the right to bring legal action to enjoin any noncompliance or violation of this Declaration.

ARTICLE IV
ARCHITECTURAL REVIEW PROCEDURE

4.1 No building is allowed to be erected, placed or altered on any Lot until the construction plans, specifications, landscaping plan and site plan showing, among other things, the building location and elevation, the septic system location, well location, the elevation of adjacent structures and the Lot topography have been approved in writing by the Committee. In reviewing all plans, the Committee will pay particular attention to exterior elevations, location of chimneys, materials, roof pitch and roofing materials, soffits, facia, siding and landscaping.

4.2 Submissions. In addition to such other information which the Committee may reasonably request, each Owner seeking preliminary or final approval of the Committee must submit the following:

4.2(a) Drawings of the proposed structures showing, at a minimum, floor plans, elevations or all views of the structure, driveway location, outbuildings, auxiliary structures, wall details, satellite dishes, structure locations, fences, wells, on-site sewage treatment facilities, outdoor recreational equipment, and playground equipment;

4.2(b) Descriptions of exterior finishes, roofing types and lighting materials, and upon request of the Committee, samples of such materials;

4.2(c) Architectural specifications for the above; and

4.2(d) Address for mailing the determination of the Committee. A submission will not be complete, and the time for review set forth in Section 4.4 below will not commence until all documents required in this Section 4.2 have been submitted. All such submissions must be made to the Secretary or to such other address that the Committee may designate. The Secretary will then call a meeting of the Committee to consider such plans and specifications. After the Declarant ceases acting as the sole member of the Committee, a quorum for action must be a majority of the Committee, and action of the Committee must be by majority vote of Committee members present or represented by proxy at such meeting. A tie vote on any issue must be deemed equivalent to rejection. The Committee, with the unanimous written consent of all of its members entitled to vote on any issue, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions on the preliminary and final development plans. If the Committee disapproves or conditionally approves the development plans, then the applicant must be entitled to resubmit revised plans. The Committee's decision must be in writing.

4.3 Standards. The Committee must have the right to reject any plans and specifications or plot plans which, in the judgment and opinion of the Committee:

4.3(a) are not in conformity with the restrictions in this Declaration; or

4.3(b) are not desirable for aesthetic reasons; or

4.3(c) are not in harmony with buildings located on the surrounding Lots; or

4.3(d) have exterior lighting, exterior signs, exterior television or satellite antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

4.3(e) are not in conformity with the general purposes of this Declaration.

4.4 Action. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration must be deemed to have been complied with. If such plans are not rejected, then the Owner must construct the improvements materially in accordance with the submitted documents. Once approved by the Committee, the Secretary must send written evidence to the Town of the review and approval prior to the Town issuing a building permit. All material changes to such plans must be resubmitted to, and approved by, the Committee. Evidence of the Committee's approval must be provided to the Town Building Inspector for his or her use. However, administration and enforcement of the architectural control provisions of these covenants are not the responsibility of the Town.

4.5 Occupancy. No building or other improvement may be occupied unless it has been approved by the Committee and Town pursuant to Section 4.2 and has received occupancy approval from the Town of Verona.

4.6 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submittal of the information required for final approval.

4.7 Hold Harmless. The Committee must exercise its approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless for any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal to approve plans and specifications by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee must be deemed sufficient.

4.8 Liability of Architectural Review Committee. The Committee and its individual members must not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

4.8(a) The approval, conditional approval or disapproval of any plans and specifications, whether or not defective;

4.8(b) The construction or performance of any work, whether or not pursuant to approved plan and specifications; or

4.8(c) The development of any property within the Subdivision.

ARTICLE V
ARCHITECTURAL DESIGN RESTRICTIONS

All Lots and all improvements thereon must be subject to the following architectural restrictions in addition to Town of Verona and/or Dane County ordinances:

5.1 Single Family Houses. Only single-family houses based upon colonial, transitional, coastal, craftsman, bungalow, Victorian, prairie or traditional styles will be permitted. The Committee must be the sole judge whether submitted plans conform to this restriction. Aesthetic considerations will be of primary importance and will take precedence over objective criteria. The submission of preliminary plans and elevations is encouraged.

5.1(a) Construction of single-family residence on Lot 3 is limited to a single-story home. The building height for the single-story home on Lot 3 must not have a vertical height greater than 24 feet as measured from the mean elevation of the finished grade along the front of the building (side directly facing the Dairy Ridge Road) to the mean height level between the highest ridge and its associated eave for gable and hip roofs. Flat roof or mansard roof not permissible.

5.1(b) Construction of single-family residence on Lot 11 is limited to a single-story home when front setback of home is between 100 feet and 125 feet as measured from front property line/Dairy Ridge Road right-of-way line to the front of the building. Construction of single-family residence on Lot 11 may be two-story home when front setback is greater than 125 feet as measured from front property line/Dairy Ridge Road right-of-way line to the front of the building. The building height for the single-story home on Lot 11 must not have a vertical height greater than 24 feet as measured from the mean elevation of the finished grade along the front of the building (side directly facing the Dairy Ridge Road) to the mean height level between the highest ridge and its associated eave for gable and hip roofs. Flat roof or mansard roof not permissible

5.2 Single Story Houses. Single story houses must have not less than 1,600 square feet on the main level, excluding the garage, and not more than 6,000 square feet of total impervious roof area. The main level is defined as the level totally above finished grade.

5.3 Two-Story Houses. Two-story houses must have not less than a total of 2,000 square feet of finished area, excluding the garage, and not more than 6,000 square feet of total impervious roof area. The two stories are defined as the levels totally above finished grade.

5.4 Reduction of Minimum Floor Requirements. The above minimum floor area requirements may be reduced by the Committee, in the event the proposed architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built on any of the other Lots.

5.5 Computation of Square Footage. Porches, screened porches, breezeways, attached garages and basements may not be considered in determining square footage requirements other than in determining the 6,000 square foot maximum roof impervious area.

5.6 Garages. All houses must have attached garages for at least two, but not more than four total vehicle spaces. All garages may be either front or side entry.

5.7 Exterior Walls. Except as provided herein, the exterior walls of each building must be constructed of brick, stucco, stone, LP SmartSide (engineered wood product); Hardie Plank or CertainTeed fiber cement siding, or wood or any combination thereof. Unfaced concrete block, structural concrete, prefabricated metal, aluminum, other fiber cement or "Texture 1 -11" siding is not be permitted. All siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color

schemes must be submitted with the building plans for approval. Notwithstanding the foregoing, composite materials must be acceptable for trim and band boards, including fascia, corners, window trim and ring boards.

5.8 Color of Exterior Surfaces. It is the intent of the Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for every house developed on a Lot. The overall color schemes must be submitted with the building plans for approval.

5.9 Chimneys. All chimneys must be brick and corbelled, stucco, stone or wood siding with corners, and all exterior flues must be enclosed.

5.10 Fascia. Fascia must be cedar, redwood or composite materials. No aluminum fascia will be permitted. Fascia must be ten (10) inches minimum depth.

5.11 Soffits. Soffits may be wood, stucco or aluminum.

5.12 Roofing. Roofing must be High-Definition architectural type, textured fiberglass or asphalt shingles, wood shakes, tile or slate. Standard three-in-one shingles will not be permitted.

5.13 Roof Pitch. Roof pitch must be 4/12 (4 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.

5.14 Fences. Except for partition fences (5.15), no fences or retaining walls may be erected without prior approval of the Committee.

5.15 Partition Fences. For any Lot which abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the Owner, at its sole cost and expense, may erect, keep and maintain partition fences, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence between such land and the Lot.

5.16 Signs. No signs of any type, other than signs permissible by State Statutes, may be displayed on any Lot without prior written consent of the Committee. This restriction does not apply to lawn signs of less than four (4) square feet advertising a home or Lot for sale. The Declarant may display a sign of a larger size to identify the Subdivision as having Lots available. Any signs displayed must also be consistent with Town and County Ordinances.

5.17 Outbuildings and Temporary Structures. Except with a variance granted under Section 5.23 below, a maximum of one shed or other outbuilding is permitted upon a Lot, provided such shed or outbuilding meets the requirements of Dane County Zoning Ordinances and Town of Verona Ordinances.

5.17(a) An accessory building shall be no larger than 600 square feet.

5.17(b) No trailers (other than as stored in a garage or approved accessory building) will be permitted on a Lot at any time.

5.18 Driveways.

5.18(a) The general location of driveways for the Subdivision will be subject to the Town's prior approval and must comply with any requirements of Chapter 75 of Dane County Ordinances. Lots 1 and 2 must jointly access Spring Rose Road. Lots 5 and 6 must jointly access Dairy Ridge Road. Lots 7 and 8 must jointly access Dairy Ridge Road. Lots 9 and 10 must jointly access Dairy Ridge Road. Lots 12 and 13 must jointly access Dairy Ridge Road. Owner or owner's representative must obtain a driveway permit from the Town prior to commencing construction of driveway. Driveways must be concrete, asphalt or brick; and each Owner must install the Owner's driveway within thirty (30) days after completion of construction of the Owner's house, unless not permitted by weather conditions. In all events, each Owner's driveway must be completed within two (2) years from the issuance of the Owner's building

permit. Each Owner must comply with any driveway ordinance of the Town from time-to-time in effect and must obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or any culvert placed.

5.19 Lighting. Exterior lighting on each Lot must be of such focus and intensity so the residents of adjacent Lots will not be disturbed, and lighting must comply with the Town of Verona Dark Sky Ordinance. Lighting plan must be submitted to the Architectural Review Committee for review. Lighting plan must also be submitted with building permit packet to the Town of Verona for review by the Town of Verona Building Inspector for compliance with the Town's Dark Sky Ordinance.

5.20 Wells & Septic Systems. It is intended that each Lot be served by its own well and septic system.

5.21 Other Utilities. Except for temporary service during construction, all utilities serving any building or site must be underground. No building or other improvement, or trees may be erected, placed or planted within any utility easement. Liquid petroleum not allowed if natural gas available. Driveways are permissible within utility easement on property line within lots that require shared access to Dairy Ridge Heights.

5.22 General. All buildings, dwellings, garages, outbuildings, satellite dishes, fences, walls, basketball hoops, lawn ornaments, tennis courts, swimming pools or other structures constructed or erected on any Lot must be approved prior to construction, in writing, by the Committee, as to placement, landscaping, materials, colors and design. No wind-powered electric generators or radio receiving or transmitting antennae may be placed on a Lot without approval of the Committee. Satellite dishes and exterior television antennas must be properly screened from view. The maximum allowable impervious surface per lot is 13,100 square feet. Any additional impervious surface installed is subject to additional stormwater features such as a rain garden or other approved stormwater feature by the Stormwater Authority within the Lot and must be approved by Dane County Land and Water Resources Department.

5.23 Variances. The Committee is authorized to grant variances from any provision of this ARTICLE V, except those sections of ARTICLE V listed in 9.8, where such variance would assist in carrying out the spirit and intent of this Declaration and where strict application of the provision would result in the hardship to the person seeking the variance.

ARTICLE VI USE RESTRICTIONS

6.1 Parking. Parking of service vehicles, tractors, lawn tractors, trailers, boats, travel trailers, mobile homes, campers, and other recreational vehicles is prohibited except in garages or accessory buildings. Semi-tractors and trucks of over one-ton capacity may not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to the Owner of such Lot. This must not prohibit temporary parking of such vehicles for loading and unloading.

6.2 Appearance. Each Owner must be responsible for maintaining the Lot and structures approved by the Committee in neat appearance.

6.3 Trash. Trash containers must be visually screened. Trash containers must be placed at the roadside only on days of trash collections or may be placed at the roadside the night before trash collections. Trash containers must be removed from roadside and returned to visually screened location within twenty-four (24) hours of trash collection. No garbage or refuse may be placed on any Lot unless in a suitable container. No trash may be deposited on any Lot. Any cuttings, leaves, brush, rocks or earth deposited on any Lot shall be temporary in nature and must be disposed of within 30 days. Screened composting facilities may be maintained subject to the approval of the Committee.

6.4 Burning. Burning of brush and plant material is allowed only if a permit is obtained from the Department of Natural Resources proper authority. <https://dnr.wi.gov/topic/ForestFire/permits.html>

6.5 Pets. No animals, livestock, reptiles, birds, or poultry of any kind may be raised, bred or kept on any Lot, except three (3) domesticated pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Domesticated pets include dogs and cats. Non-domesticated or poisonous animals of any kind are strictly prohibited. Horses, pigeons, rabbits, and pot-bellied pigs are strictly prohibited. All animals must be housed within the principal structure on the Owner's Lot and no external kennels or other animal boarding facility will be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not. No Owner may keep a dog whose barking creates a nuisance to neighbors. When outside the principal residence, dogs must be on leash, under voice control or contained within either containment fence if approved by Association or invisible buried underground fence. No animal having vicious propensities may be kept or maintained either inside or outside the principal dwelling.

6.6 Activities. No noxious or offensive trade, hobby or any activity may be carried out on property that will become a nuisance in the Subdivision. The Lots must be used for only residential purposes and not for agricultural purposes. No loud or unreasonable noise will be permitted. The operation of any motorbike, go-cart, or other similar motorized device within the Subdivision will be deemed a nuisance if the sound generated therefrom is an annoyance to neighbors.

6.7 Firearms and Hunting. No firearms are allowed to be discharged within the Subdivision. No hunting will be allowed within the Subdivision.

6.8 No Licensing of a Building. No Owner, directly or indirectly, shall obtain or maintain a license to operate a tourist room house or bed and breakfast in any house or structure on any Lot.

6.9 Restrictions on Advertising a Building for Rental or Lease. No Owner shall advertise through any form of media or communication, the availability of a house on a Lot (or any portion thereof) for rent or lease except for a lease permitted under Section 6.10 of this Declaration. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, Craig's List or any other similar site or venue is expressly prohibited.

6.10 Leasing or Renting of a Building. Except as provided in this Section 6.10, no house on any Lot (or any portion thereof) may be leased or rented. An Owner may lease its house once per calendar year to a single Family for a period of not less than six (6) consecutive months. Prior to the beginning of the lease term, the Owner shall provide to the Association a copy of the lease together with a list identifying the names of each tenant that will be occupying the house during the term of the lease. An Owner who sells their Lot may enter into a leaseback arrangement with the new owner of the Lot; provided, the lease term does not extend beyond one hundred twenty (120) days from the date fee simple title to the Lot is conveyed to the new owner. No later than five (5) days after the Lot is conveyed, the new owner shall provide the Association with copies of the executed deed and lease.

6.11 Enforcement. Any Owner who violates any of the terms of Sections 6.9 through 6.10 of this Declaration shall pay the Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day such provisions are violated. The Owner shall also pay the Association's actual attorney fees it incurred in enforcing the terms of this Amendment. The Owner consents to the Association placing on their Lot a lien for the amount owed to the Association.

ARTICLE VII
LANDSCAPING AND RESTRICTIONS

7.1 Landscaping.

7.1(a) *Lots.* Each Owner must install foundation and other plantings in accordance with this ARTICLE VII to put the overall appearance of each home and its adjoining land in harmony with its setting.

7.1(b) *Outlot.* Unless an exception is granted by the Town, landscaping on the Outlot and planting of the Outlot will be completed within two (2) years of recording of the Plat.

7.2 Landscaping Restrictions. The following plants are prohibited: silver maple, boxelder, buckthorns, honeysuckle, Autumn Olive, Amur Maple, Mexican bamboo, ajaga, pampas grass and other species which may be invasive into the adjacent Lots. Individual Owners are required to remove any of the prohibited species or other invasive, noxious weeds from their Lot at their sole cost.

7.2(a) A current list of approved/preferred trees is maintained by the Secretary of the Association and shall be provided to members upon request. Additions and subtractions to the approved/preferred tree list shall be governed by the Board. The planting of black walnut trees will require the prior location approval by the Committee, as they can kill shrubs and other plantings. Any such trees not included in the list and shown on the landscaping plan or planted on a Lot are subject to Committee approval.

7.3 Landscaping Points. The landscaping plan for each Lot must be approved and inspected by the Committee and achieve a minimum of 600 landscaping points; provided that total points must be appropriate for the size of lot and consistent with the overall landscaping plan as determined by the following point schedule. Special consideration will be given to landscaping features so that there is an easy access to the septic system and the well by appropriate equipment, as the septic tanks need to be pumped out every three years and the motor in the well may need to be replaced. Landscaping of adjacent lots should be coordinated to provide for a more aesthetic appearance. For example, tree or prairie plants may be planted to provide for a visual impact that combines these features on more than one lot. All landscaping must be installed within eighteen (18) months of receipt of certificate of occupancy.

<u>Landscaping Element</u>	<u>Point Value</u>
Prairie plants	20/1,000 sq. ft
Rain garden	100
Tree (2" - 3" caliper at 18 inches)	75
Tree or Small Tree (1-1 ½" caliper at 18 inches, i.e., Crab, Hawthorn, etc.)	50
Evergreen Tree (4 to 6 feet in height)	50
Evergreen Tree (2 to 3 feet in height)	20
Large Deciduous Shrub (3-year transplant - 36" min.)	10
Small Deciduous Shrub (3-year transplant - 18" min.)	5
Evergreen Shrub (3-year transplant - 24" min.)	5

7.4 Lawns. For establishment of lawns, yards must be fertilized and sodded or fertilized and seeded. This requirement includes the area within the street right of way. Natural prairie plantings are allowed within right of way provided the plants are less than 2.5 feet in height. Natural prairie plantings are allowed as part of the landscaping plan as approved by the Committee. In-ground lawn irrigation systems are permissible.

7.5 Maintenance of Landscaping. The maintenance of the plantings and yard areas is the responsibility of the Owner. Any trees or shrubs which die must be removed by the Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements and to maintain the minimum amount of Landscape Points required as set forth in Section 7.3 above. The use of plantings in excess of those required above is encouraged.

7.6 Drainage Swales.

7.6(a) The graded slopes and swales established by Declarant must remain as permanent and no Owner may grade or obstruct any swale or drainage way (including drainage ditches along the public streets), whether protected by easement or not, which is in existence at the time of development so as to impede the flow of surface water from other Lots through such swale or drainage way. Within these slopes and swales, no structure, planting or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow (or obstruct or retard the flow of water through) the drainage channels. The slopes and swales of each Lot and all improvements in them must be maintained continuously by the Owner of that Lot, at the Owner's expense, except for those improvements for which a public authority or utility company is responsible.

7.6(b) In order to control runoff, all downspouts and downspout extenders must drain into a permeable area such as grass, planting bed, or rock landscape area.

7.6(c) In the event of any conflict between an Owner's building or site plans or the Stormwater Management Plan, the latter must control. Any disputes relating to drainage swales, drainage or other surface water issues must be resolved by the Board, which may seek advice of the Town's Engineer. The Town may wish to have its Engineer review drainage issues if they are in a Public Easement, as defined in Section 2.9(a). However, the Town will not intercede in drainage disputes between Owners of Lots. The Association must establish procedures by which such decisions can be heard and decided by the Board.

7.7 Lot 5 Rock Outcroppings. The rocks located within Lot 5 may not be removed by the Owner of that Lot.

7.8 Existing Deciduous Trees. Existing, desirable deciduous trees including all white oak trees must be maintained, protected and kept unless a specific tree is an imminent safety concern or impedes on the ability to construct driveway. Should tree removal for driveway construction be necessary, tree(s) to be removed shall be shown on site plan for driveway permit application for review by Town of Verona Engineer.

7.9 Public Road Right-of-Way. The Lot owner is responsible for maintaining the vegetation of the Lot within the public road right-of-way and only grasses shorter than 2.5 feet may be planted within the road right-of-way.

ARTICLE VIII
ADDITIONAL RESTRICTIONS AND NOTICES FOR OWNERS

8.1 Access, Easements and Rights-of-Way. No Owner may grant any access easement, right-of-way, or sell lands or use other means to give adjacent lands access to any Lot or Lots.

8.2 No Additional Lots. No Lot may be further subdivided so as to create an additional building parcel. This covenant shall not prevent a lot line adjustment between Owners or the use of one Lot and a portion of an adjoining Lot as a building parcel, so long as no additional Lot or building parcel is created, and each Lot is a minimum of 1.5 acres.

ARTICLE IX
MISCELLANEOUS

9.1 Successors and Assigns. The covenants and agreements set forth in this Declaration, and the easements granted hereunder, shall be perpetual, shall bind Declarant and all of the Owners of the Lots, and their respective successors and assigns, and shall run with the land.

9.2 Governing Law: Partial Invalidity. This Declaration is construed and enforced in accordance with the terms of the laws of the State of Wisconsin. If any term of this Declaration is found to any extent be held invalid or unenforceable, the remaining terms and provisions will be valid and enforced to the fullest extent permitted by law.

9.3 Notices. Notices are to be given to the Declarant at 7935 Almor Drive, Verona, Wisconsin 53593. Notices to an Owner of a Lot will be given in care of the street address of the Lot or to the address to which the tax bill is mailed.

9.4 Amendment. All provisions of this Declaration are subject to amendment by written instrument approved by the Association, except as provided in Section 9.8 below.

9.5 Enforcement. Any Owner or the Town may pursue enforcement at law or equity of the covenants and restrictions herein by an action in the Dane County Circuit Court. In any action, the prevailing party must be entitled to an award of its actual costs and reasonable attorneys' fees.

9.6 Private Right of Action. The Committee must not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Owner, including the Declarant, must have the right to bring legal action to enjoin any noncompliance or violation as set forth in Section 9.5 above.

9.7 Terms of Covenants. This Declaration will run with the land and will be binding upon all Owners of Lots covered by this document for a period of thirty (30) years from the date this document is recorded, after which time it will automatically stand renewed for successive five (5)-year periods unless the Association terminates or changes such covenants in whole or in part by executing and recording an instrument to that effect in the office of the Dane County Register of Deeds. Termination or change to this Section must require the written approval of the Town.

9.8 Protective Provisions for Town. Notwithstanding any provisions to the contrary herein, none of Sections 1.1, 2.5, 2.6, 2.7, 2.8, 2.9, 5.1, 5.2, 5.3, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 6.4, 6.6, 7.1, 7.2, 7.3, 7.5, 7.6, 7.9, 8.1, 8.2, 9.1, 9.4, 9.5, 9.7, 9.8 of this Declaration may be altered, be allowed to expire or be terminated without the express written consent of the Town.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the ___ day of _____, 2022.

DECLARANT
TWIN ROCK, LLC

By: _____
Bret Saalsaa, Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2022, the above named Bret Saalsaa, the Managing Member of Twin Rock, LLC and to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same on behalf of Twin Rock, LLC and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

[SEAL]

Attachments:

Exhibit A – Subdivision Plat

Exhibit B – Stormwater Maintenance Agreement

Exhibit C – Stormwater Management Plan

Drafted by:

Carrico Engineering and Consulting, Inc.

Adam Carrico, PE

DRAFT

DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

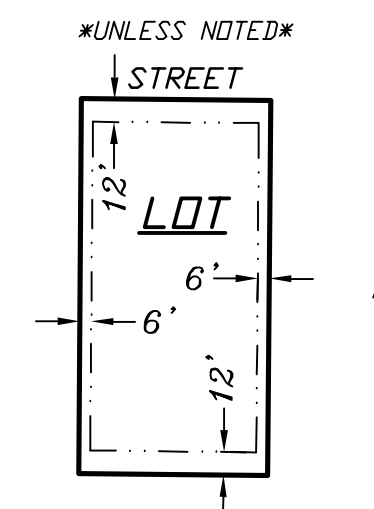
WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597
 NDA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ
 PROFESSIONAL LAND SURVEYORS
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

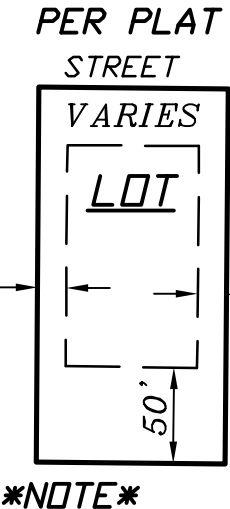
LEGEND:

- = FOUND 3/4" REBAR
 - = FOUND 1 1/4" REBAR
 - ⊙ = FOUND SECTION CORNER (TYPE NOTED)
- ALL OTHER LOT AND OUTLOT CORNERS ARE MARKED WITH 3/4"x18" REBAR, MINIMUM WEIGHT OF 1.50 LBS/LINEAR FT.
 (***) = RECORDED AS

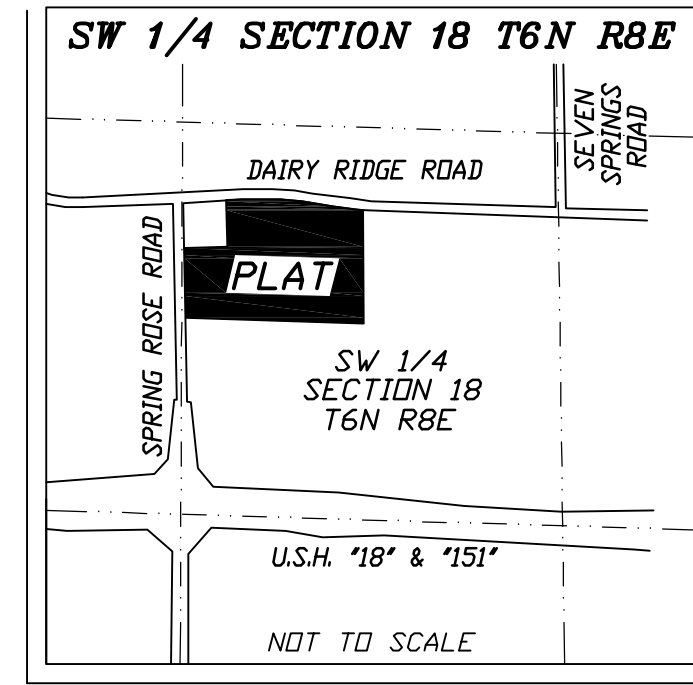
TYPICAL PUBLIC UTILITY EASEMENT



BUILDING SETBACKS PER PLAT



NOTE
 LOT 3 SIDE SETBACKS:
 EAST SIDE = 10 FT.
 WEST SIDE = 12 FT.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____, 20____
 Department of Administration

DANE COUNTY COORDINATES
 BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SECTION 18, T6N, R8E. LINE TO BEAR = S 00°25'07" E
 SCALE 1" = 60'

FOUND ALUMINUM MONUMENT
 WEST 1/4 CORNER
 SECTION 18, T6N, R8E

LANDS
 NE 1/4
 OF THE
 SE 1/4

SECTION 18
 SPRING
 ROSE ROAD
 T6N
 R8E

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
C-1	1432.72'	S 86°41'34" E	295.42'	295.94'	11°50'06"
C-2	2863.91'	S 84°16'28" E	360.53'	360.76'	71°3'03"
C-3	1399.72'	S 86°41'34" E	288.61'	289.12'	11°50'06"
C-4	2896.91'	S 84°16'23" E	364.68'	364.92'	71°3'03"
C-5	1399.72'	S 89°18'27" E	161.28'	161.37'	6°36'20"
C-6	1399.72'	S 87°23'54" E	127.71'	127.75'	5°13'46"
C-7	2896.91'	S 81°57'57" E	131.04'	131.05'	2°35'31"
C-8	2896.91'	S 85°16'30" E	204.09'	204.14'	4°02'15"
C-9	2896.91'	S 87°35'16" E	29.73'	29.73'	0°35'17"

LOT 1
 C.S.M.
 No. 15601

SE 1/4
 OF THE
 SE 1/4

FOUND ALUMINUM MONUMENT
 SOUTHWEST CORNER
 SECTION 18, T6N, R8E

NOTES:

- 1.) ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLE MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST ONE SECOND.
- 2.) ELEVATIONS REFERENCED TO NAVD 88. SITE BENCHMARK IS THE TOP OF ALUMINUM MONUMENT LOCATED AT THE WEST 1/4 CORNER OF SECTION 18, T6N, R8E. TOP OF ALUMINUM MONUMENT = 995.84'

N 88°05'08" W 2,551.11'

LANDS
 SW 1/4
 OF THE
 SW 1/4

SEE SHEET 2

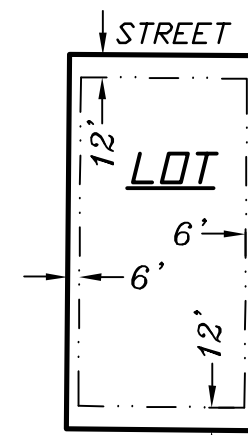
DAIRY RIDGE HEIGHTS

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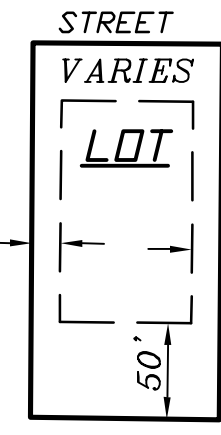
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 PROFESSIONAL LAND SURVEYORS
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

TYPICAL PUBLIC UTILITY EASEMENT
 UNLESS NOTED



BUILDING SETBACKS PER PLAT



NOTE

LOT 3 SIDE SETBACKS:
 EAST SIDE = 10 FT.
 WEST SIDE = 12 FT.

FOUND 1" PIPE
 NORTH 1/4 CORNER
 SECTION 18, T6N, R8E

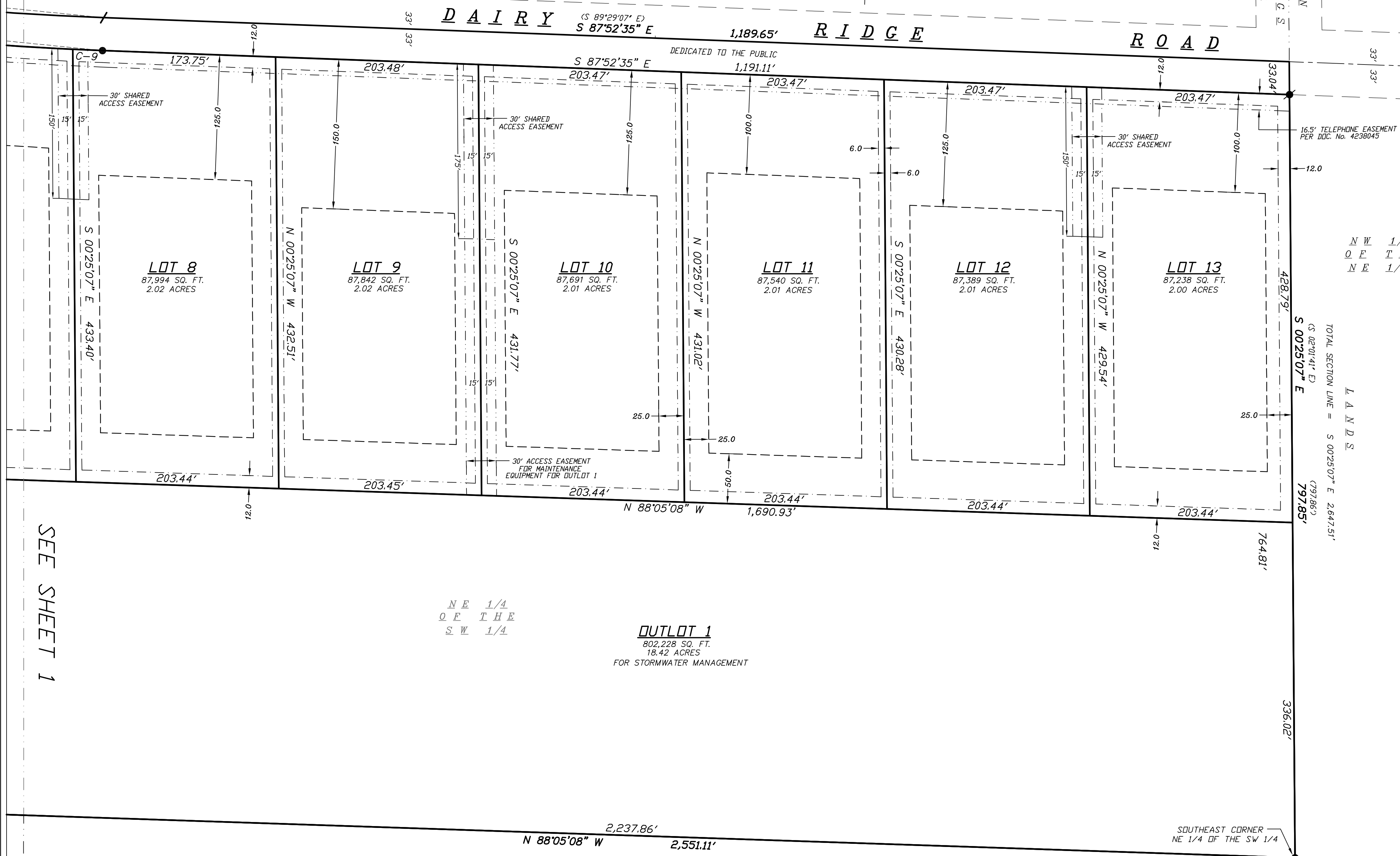
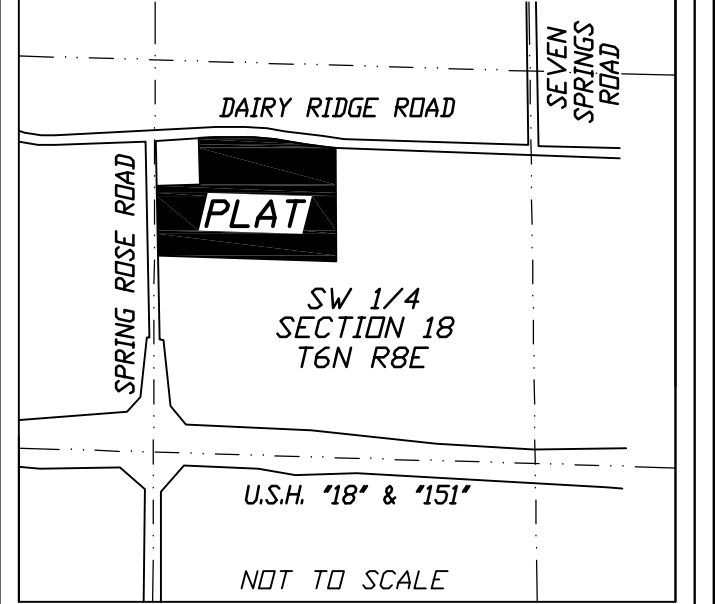
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



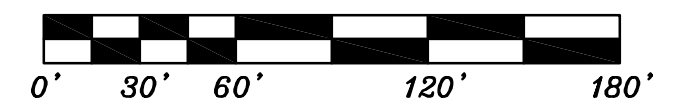
Department of Administration

SW 1/4 SECTION 18 T6N R8E



NW 1/4
 OF THE
 NE 1/4

DANE COUNTY COORDINATES
 BEARINGS ARE REFERENCED TO THE EAST
 LINE OF THE SW 1/4 OF SECTION 18,
 T6N, R8E. LINE TO BEAR = S 00°25'07" E



SCALE 1" = 60'

LEGEND:
 ● = FOUND 3/4" REBAR
 ● = FOUND 1 1/4" REBAR
 ⊙ = FOUND SECTION CORNER (TYPE NOTED)
 ALL OTHER LOT AND OUTLOT
 CORNERS ARE MARKED WITH
 3/4"x18" REBAR, MINIMUM
 WEIGHT OF 1.50 LBS./LINEAR FT.
 (***) = RECORDED AS

SEE SHEET 1

NOTES:
 1) ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLE MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST ONE SECOND.
 2) ELEVATIONS REFERENCED TO NAVD 88. SITE BENCHMARK IS THE TOP OF ALUMINUM MONUMENT LOCATED AT THE WEST 1/4 CORNER OF SECTION 18, T6N, R8E. TOP OF ALUMINUM MONUMENT = 995.84'

DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ
PROFESSIONAL LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

SURVEYOR'S CERTIFICATE:

I, Noa T. Prieve, professional land surveyor, hereby certify that this survey is correct to the best of my knowledge and belief and is in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code, and the subdivision regulations of the Town of Verona and under the direction of Bret Saalsaa, owner of said land, I surveyed, divided, and mapped Dairy Ridge Heights; that such plat correctly represents all exterior boundaries and subdivision of the land surveyed; and that land is described as follows:

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 feet to the point of beginning.

Thence continue S 0°25'07" E, 797.85 feet to the Southeast Corner of the said Northeast 1/4 of Southwest 1/4; thence N 88°05'08" W along the south line of the said Northeast 1/4 and Northwest 1/4 of the Southwest 1/4, 2,551.11 feet to the Southwest Corner of the said Northwest 1/4 of the Southwest 1/4; thence N 00°27'49" E along the west line of the said Northwest 1/4 of the Southwest 1/4, 478.84 to the south line of Lot 1 Certified Survey Map No. 15601; thence along said Lot 1 for the next 2 courses N 89°26'28" E, 305.62 feet; thence N 00°25'07" W, 342.54 feet to the centerline of Dairy Ridge Road; thence along said centerline for the next 5 courses N 87°31'58" E, 244.19 feet; thence along an arc of a curve concaved southerly having a radius of 1,432.72 feet and a long chord bearing and distance of S 86°41'34" E, 295.42 feet; thence S 80°30'31" E, 152.52 feet; thence along an arc of a curve concaved northeasterly having a radius of 2,863.91 feet and a long chord bearing and distance of S 84°16'28" E, 360.53 feet; thence S 87°52'35" E, 1,189.65 feet to the point of beginning. This parcel contains 1,975,184 sq. ft. or 45.34 acres.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

Date _____
Noa T. Prieve S-2499
Professional Land Surveyor

LIMITED LIABILITY COMPANY OWNERS' CERTIFICATE:

Twin Rock LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Twin Rock LLC, does further certify that this plat is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Town of Verona
Dane County Zoning and Land Regulation Committee

IN WITNESS WHEREOF, the said Twin Rock LLC, has caused these presents to be signed by Bret Saalsaa, its President, and its company seal to be hereunto affixed on this _____ day of _____, 20____.

In the presence of: Twin Rock LLC

Witness _____
by: Bret Saalsaa, President, Twin Rock LLC,

STATE OF WISCONSIN
DANE COUNTY) SS

Personally came before me this _____ day of _____, 20____ the above named Bret Saalsaa, President of the above Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledge that they executed the foregoing instrument as such Member as the deed of said company, by its authority.

_____ County, Wisconsin. _____
My commission expires _____ Notary Public
_____ Print Name

CONSENT OF CORPORATE MORTGAGEE:

The Park Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Twin Rock LLC, owner.

IN WITNESS WHEREOF, the said The Park Bank has caused these presents to be signed by _____, and its company seal to be hereunto affixed on this _____ day of _____, 20____.

In the presence of:
The Park Bank

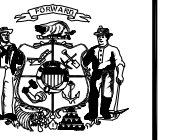
STATE OF WISCONSIN
DANE COUNTY) SS

Personally came before me this _____ day of _____, 20____ the above named _____ officer of the above corporation, to me known to be the person who executed the foregoing instrument, and to me known to be said officer of said corporation, and acknowledge that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____ County, Wisconsin. _____
My commission expires _____ Notary Public
_____ Print Name

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

TOWN OF VERONA BOARD APPROVAL

The plat of Dairy Ridge Heights in the Town of Verona, including all public rights-of-way and public outlots dedicated thereon, is hereby approved by the Town of Verona. I, Teresa Withee, do hereby certify that I am the duly appointed, qualified, and acting Town of Verona Clerk and that the foregoing is a representation of an ordinance adopted by the Town of Verona on _____, 20____.

_____ Date _____ Teresa Withee - Town of Verona Clerk

CERTIFICATE OF TOWN OF VERONA TREASURER:

STATE OF WISCONSIN
DANE COUNTY) SS

I, Teresa Withee, as the duly appointed, qualified and acting Town Treasurer of the Town of Verona, hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and no unpaid taxes, special assessments or charges currently due as of this _____, 20____, on any of the lands included in the plat of Dairy Ridge Heights.

_____ Date _____ Teresa Withee, Town Treasurer

CERTIFICATE OF DANE COUNTY:

STATE OF WISCONSIN
DANE COUNTY) SS

This plat of Dairy Ridge Heights has been approved by the Dane County Zoning and Land Regulation Committee per action thereof on this _____, 20____.

_____ Date _____ Jerry Bollig, Chair Dane County Zoning and Land Regulation Committee

CERTIFICATE OF DANE COUNTY TREASURER:

STATE OF WISCONSIN
DANE COUNTY) SS

I, Adam Gallagher, being the duly elected, qualified and acting treasurer of the County of Dane, do hereby certify that records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of _____, 20____, on any of the land included in the plat of Dairy Ridge Heights as of this _____ day of _____, 20____.

_____ Date _____ Adam Gallagher, Dane County Treasurer

REGISTER OF DEEDS:

Received for the Recording this _____ day of _____, 20____, at _____ O'clock __M. and recorded in Volume _____ of Plats of Dane County on page(s) _____, as Document No. _____.

_____ Register of Deeds of Dane County

Exhibit B
**AGREEMENT FOR MAINTENANCE OF
STORMWATER MANAGEMENT MEASURES**

RECITALS:

- A. Twin Rock, LLC is the owner of property in the Town of Verona, County of Dane, State of Wisconsin, more particularly described on Exhibit 1 attached hereto (“Property”).
- B. The County requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance tasks are more particularly described on Exhibit A.
- 2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the County’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Twin Rock, LLC
Bret Saalsaa
7935 Almor Drive
Verona, WI 53593

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

This space is reserved for recording data

Return to:
Dane County Land & Water Resources
5201 Fen Oak Dr., Rm. 208
Madison, Wisconsin 53718

Parcel Number(s):
0608-183-8681-0, 0608-183-8180-9

- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X _____
 Water Resource Engineering Division Staff Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn
 before me on _____ by
 the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

X _____
 Owner Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn
 before me on _____ by
 the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

DRAFTED BY: Adam Carrico, PE
 Carrico Engineering and Consulting, Inc.
 1926 N Kollath Rd
 Verona, WI 53593
 (608) 832-6352

EXHIBIT 1

LEGAL DESCRIPTION

Part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 feet to the point of beginning.

Thence continue S 0°25'07" E, 797.85 feet to the Southeast Corner of the said Northeast 1/4 of Southwest 1/4; thence N 88°05'08" W along the south line of the said Northeast 1/4 and Northwest 1/4 of the Southwest 1/4, 2,551.11 feet to the Southwest Corner of the said Northwest 1/4 of the Southwest 1/4; thence N 00°27'49" E along the west line of the said Northwest 1/4 of the Southwest 1/4, 478.84 to the south line of Lot 1 Certified Survey Map No. 15601; thence along said Lot 1 for the next 2 courses N 89°26'28" E, 305.62 feet; thence N 00°25'07" W, 342.54 feet to the centerline of Dairy Ridge Road; thence along said centerline for the next 5 courses N 87°31'58" E, 244.19 feet; thence along an arc of a curve concaved southerly having a radius of 1,432.72 feet and a long chord bearing and distance of S 86°41'34" E, 295.42 feet; thence S 80°30'31" E, 152.52 feet; thence along an arc of a curve concaved northeasterly having a radius of 2,863.91 feet and a long chord bearing and distance of S 84°16'28" E, 360.53 feet; thence S 87°52'35" E, 1,189.65 feet to the point of beginning. This parcel contains 1,975,184 sq. ft. or 45.34 acres.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Wet Detention Basin

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised as described below. Stone will be added to the emergency overflow weirs/emergency spillways as needed. Responsible party shall maintain records of all inspections and maintenance activities.

WET DETENTION BASIN:

- Visually inspect the pond outlet structure(s) and perimeter semi-annually. All undesirable vegetation and volunteer tree growth shall be removed, including any in close proximity to the outlet structure.
- Check the outlet structure for deterioration or damage, obstructions, sediment, and general operation.
- Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.
- Inspect the sediment depth once every five years.
- A topographic survey of the pond bottom and sediment depth shall be conducted when the average depth of the permanent pool is 3.5 feet or at the request of Dane County Land and Water Resources Department. The survey shall be of sufficient detail so as to evaluate volume of accumulated sediment. Survey data shall be sealed by a registered land surveyor or engineer.
- Accumulated sediment in the permanent pool area, as identified by the topographic survey, shall be dredged and disposed offsite as required by Wisconsin Department of Natural Resources Technical Standard 1001 – Wet Detention Pond.
- Access to the pond must be maintained to perform inspection and maintenance activities.
- No plantings or structures of any kind are permitted within the retention pond area, without prior written approval of Dane County Land & Water Resources Department.

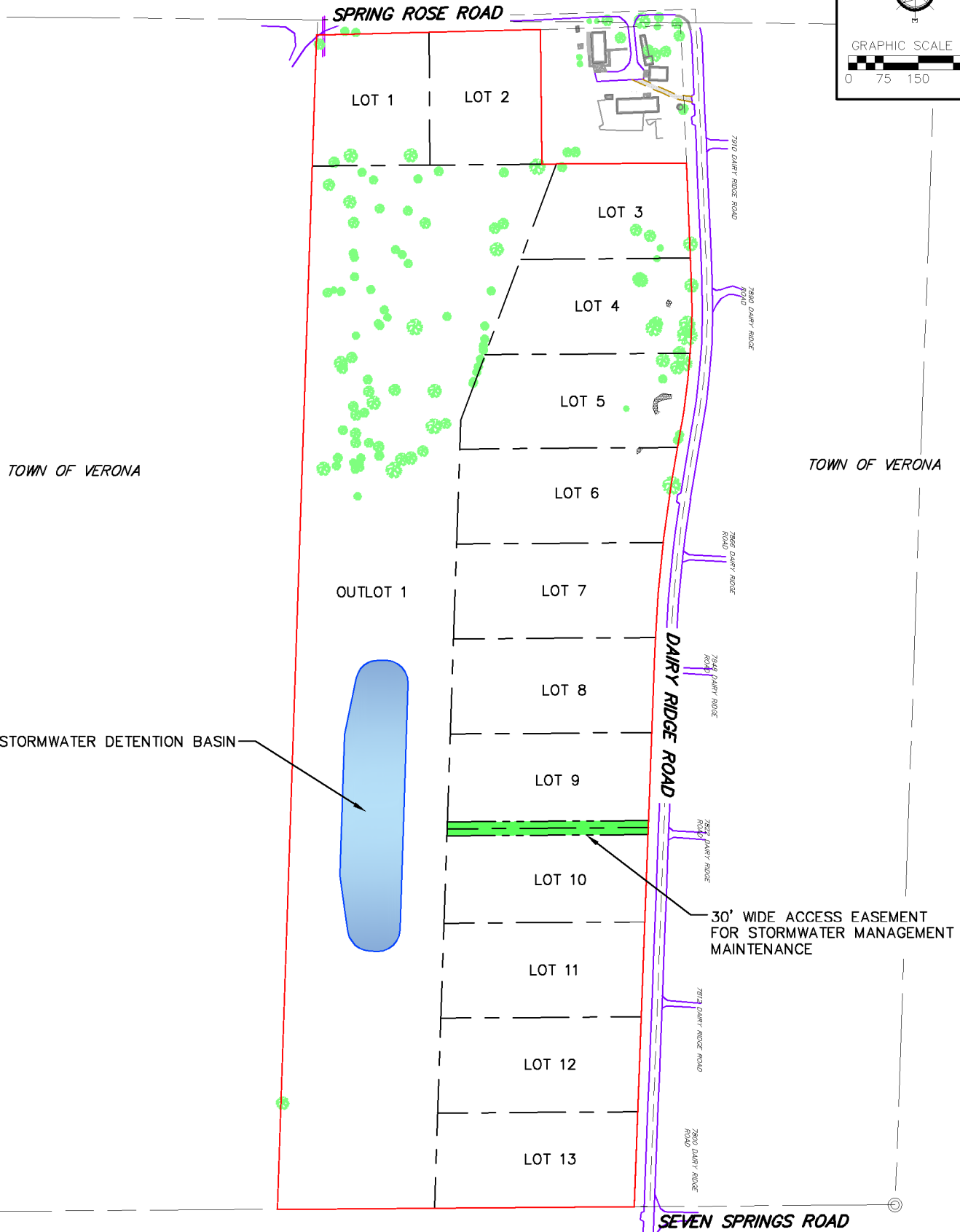
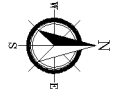
CHANGES TO STORMWATER FACILITIES

All components of the stormwater system shall remain as constructed. Any changes to the stormwater facilities shall be approved by the Dane County Land & Water Resources Department and requires update to stormwater management plan.

ACCESS TO STORMWATER FACILITIES

Access to stormwater facilities within Outlot 1 shall be accessed from Dairy Ridge Heights between Lots 9 and 10 within the 30-foot-wide access easement.

TOWN OF SPRINGDALE



Carrico Engineering
 (608) 832-6352 | carricoengineering.com

Stormwater Management Plan		SCALE	AS SHOWN
		DATE	9/21/2021
Dairy Ridge Heights		DRAFTER	ALC
Town of Verona		PROJECT NO.	200018
Dane County, Wisconsin		REV	

SHEET

EXHIBIT C

Dairy Ridge Heights – Developer’s Agreement – 2022-01-11

Revisions Per 1/4/22 Town Board Meeting Comments

1/11/2022 Changes to DRH Developer’s Agreement

- 2.1 (i) – added section for mailbox
- 2.1 (j) – added section for shared driveway construction
- 3.3 – added “prior to” in front of commencement
- 4.1 (b) – added “and County”

DEVELOPMENT AGREEMENT

DAIRY RIDGE HEIGHTS

This Developers Agreement (“Agreement”) is dated this ___ day of _____, 202___, between the Town of Verona, Wisconsin, a body corporate and politic (“Town”), and _____, (“Developer”).

Recitals

A. The Developer owns certain undeveloped real estate located in the Town, which is legally described in Exhibit A (“Property”). The Developer wishes to develop the Property as a subdivision as described in the Neighborhood Declaration of Development attached hereto as Exhibit B (“Declaration”) and depicted in the Plat attached as Exhibit C (the “Plat”).

B. The Town has determined that the development of the Property substantially as shown in the Declaration and Plat (the “Development”) is consistent with and promotes the achievement of the goals and objectives of the Town’s comprehensive plan and is otherwise in the public interest.

C. The parties have entered into this Agreement for the purpose of describing the terms and conditions pursuant to which the development of the Property will be implemented.

D. The Developer wishes to proceed with the installation of private improvements to serve the Development. The Town requires that the Developer enter into an agreement with the Town regarding the installation of these improvements prior to commencement of construction.

E. The parties intend to be mutually bound by this Agreement in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and other good and valuable consideration mutually acknowledged, it is agreed, as follows:

ARTICLE I INTERPRETATION AND GENERAL STANDARDS

Section 1.1 Agreement Interpretation. All questions concerning interpretation or clarification of this Agreement or applicable Town ordinances, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereunder by the Developer, shall be immediately submitted in writing to the Town for resolution. At all times the Developer shall proceed with the work implementing the Development in accordance with the determinations, instructions, and clarifications of the Town, but all such determinations, instructions and clarifications by the Town shall be entirely consistent with the terms of this Agreement.

Section 1.2 Standards and Codes. Whenever references are made in this Agreement to standards or ordinances in accordance with which the Development is to be performed, the latest revision of the Town's Ordinances shall apply unless otherwise expressly stated. In case of conflict between any referenced standard or code on the one hand, and any provision of this Agreement on the other hand, the more stringent requirement shall govern. All applicable laws, ordinances, statutes, rules, regulations, or orders in effect at the time the relevant work under this Agreement is performed shall apply to the Developer and its contractors, employees, representatives, and subcontractors. The Developer shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections and shall furnish any documentation, bonds, security or deposits required to permit any work within Development. Notwithstanding the foregoing, the parties acknowledge that any change to the laws, ordinances, statutes, rules, regulations or orders by the Town during the term of this Agreement shall affect the Town as a whole and not only this Development or the Developer.

Section 1.3 Developer is Independent Contractor. Notwithstanding any other provisions of this Agreement to the contrary, the Developer is an independent contractor, and nothing herein shall be construed so as to make the Developer, its contractors or consultants agents of the Town, or the Town, its employees, agents or consultants agents of the Developer. However, this does not limit the Town regulatory control over Developer regarding the quality of the required work. Furthermore, nothing contained in this Agreement shall be construed as creating any contractual relationship whatsoever with the Town's consultants (planning, engineering, financial and legal) or any persons or entities other than the Town and the Developer.

ARTICLE II REQUIRED IMPROVEMENTS

Section 2.1 Private Improvements.

The Developer shall complete construction of all private improvements as described in par. 2.1(a) in material compliance with all Town standards and plans and specifications (the "Plans") prepared by the Developer's engineer and approved by the Town Board and all other regulatory agencies having jurisdiction over the private improvements, all at Developer's sole expense unless otherwise agreed by the parties. No work shall commence within dedicated rights-of-way or other public lands until such Plans have been approved. The following provisions govern the design and construction of the private improvements.

a) **Improvements Required.** The required private improvements (the "Improvements") shall include construction of stormwater management facilities as per the Plans and as approved by Dane County Water Resources Engineering Division, native prairie planting of the Outlot per the Plans, installation/mowing of the private trail within the Outlot per the Plans, clearing of invasives and unwanted woody debris within the forest area and planting of deciduous trees along the fronts of Lots 7-13 of the Plat as per the locations shown on the Plans totaling at least 400 landscaping points per lot as per Section 7.3 of the approved Declaration of Subdivision Covenants. Tree planting on Lots 7-13 to occur within 12 months of execution of this document.

b) Control of Fugitive Emissions. Developer shall use control practices during construction to minimize fugitive dust consistent with those used by developers on similar developments in Town.

c) Noxious Weeds/Landscape Maintenance. Developer shall maintain grasses at a reasonable height and control noxious weeds on all private lots until they are owned by a party other than the developer.

d) Damage to Town Roads. The Developer shall be responsible for repairing all damage to Town roads caused exclusively by developer's construction activities and shall clean any mud or debris from the Town roads adjacent to the Plat during construction of the Improvements until acceptance by the Town.

f) Permits. Developer shall obtain all required governmental permits for work within the public right-of-way prior to commencement of such work and shall comply with all conditions of such permits.

h) Utilities: The Developer shall install public utilities, such as gas, electrical power, telephone and data transmission, to make adequate service available to each lot. All utility services shall be underground unless the Town Board approves overhead installations. Developer is responsible for making all arrangements with the utility companies and paying all costs associated with utility extensions.

i) Mailboxes: The Developer shall provide mailbox and post for each lot. Developer shall coordinate with property owners on north side of Dairy Ridge Heights or west side of Spring Rose Rd for placement of mailbox.

j) Shared Driveways: The Developer shall design and construct to Town standards the portion of the shared driveways of Lots 1 & 2, 5&6, 7&8, 9&10 and 12&13 from the finished asphalt of Dairy Ridge Road and Spring Rose Road to at least the front edge of the property line. Developer shall submit plans and driveway permits to Town for approval prior to commencing construction.

Section 2.1.1: Time of Completion of Improvements

a) No construction activity may commence until this Agreement has been executed. Additionally, the Developer, or its contractors, shall have obtained the appropriate County permits, certificates of liability insurance for any and all activities related to the construction and installation of the Improvements, and the Town Staff have given written authorization to start work.

b) The construction of all Improvements and placement of all survey stakes shall be completed within 12 months from the date of initial construction start date unless an extension is approved by Town staff.

d) **Starting and Completion Dates.** The Developer shall provide a schedule of construction setting forth the approximate dates of commencement and completion of construction for all Improvements. The Developer agrees that no work shall be scheduled for the Improvements and no construction shall be commenced without the Town's written approval of the starting date. Any deviation from this schedule will require approval of the Town Administrator. The timing provided for in this agreement relates only to the Improvements and all parties acknowledge that Developer shall have no obligations or commitments with respect to sale of individual lots or construction of homes or improvements thereon.

Section 2.2 Hours of Construction. All work within the public right-of-way and stormwater management features and all outdoor work on individual homes shall be done only between 7:00 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday. No outside work is permitted on Sunday. The work shall be sequenced in a manner that minimizes the length of time and extent of excavations or other obstruction to travel within the roadways. Appropriate warning signs shall be maintained at all times during construction within public rights-of-way.

Section 2.3 Stormwater Management Facilities. The Developer shall prepare and record a stormwater maintenance agreement assuring sufficient inspection and maintenance tasks to maintain the operation of all stormwater management facilities in accordance with their design specifications, subject to the approval of Dane County. The Developer shall provide a copy of the recorded maintenance agreement or appropriate deed restriction to the Town within five (5) days after receipt of the recorded instrument.

Except as may be subsequently approved by the Town and Dane County, the cost and the responsibility to maintain on-site stormwater management facilities within the Development shall be the responsibility of the Homeowner's Association in perpetuity.

Section 2.4 Private Improvement Requirements. All work within any public right-of-way shall be subject to the following requirements and restrictions:

- (a) **Approval of Contractors.** All contractors, subcontractors and material suppliers performing services or providing materials for such work shall be selected by the Developer.
- (b) **Standards.** The Improvements shall be constructed in material compliance with the Plans. If construction of the Improvements does not commence within one year of plan approval, plans for such Improvements shall be resubmitted for review and approval by the Town Administrator. The Town, through designated agents, may provide construction observation during the construction of the Improvements. Construction observation shall not relieve the Developer of any obligation under this Agreement, nor shall the observation impose any obligations or liability upon the Town, its officers, agents or consultants with respect to the Improvements. Notwithstanding the foregoing, Developer may rely upon approvals from the Town and confirmation that the submittals in question are in compliance with the Town's requirements.

(c) **Acceptance of Work.** The Developer agrees that the Improvements will not be accepted by the Town Board or Town Administrator until:

- (i) satisfactory completion of all required Improvements as specified in this Agreement, including any work necessary to adequately address the issues outstanding at the time of conditional approval of the Improvements;
- (ii) all outstanding charges to be paid by the Developer under Town Ordinances or as required by this Agreement and related to the Development have been paid in full;
- (iii) restrictive covenants required under Article IV have been approved by the Town Board and recorded in the Office of the Dane County, Wisconsin Register of Deeds;
- (iv) all easements required by this Agreement have been recorded;
- (v) affidavits and lien waivers are received by the Town Administrator verifying that all contractors providing work, services, or materials in connection with the Improvements have been paid in full for all such work, services and materials;
- (vi) the Town Board has received evidence satisfactory in its reasonable discretion that no liens or other encumbrances (except those approved in writing by the Town) encumber the Improvements; and
- (vii) the Town Staff has determined that all Improvements have been constructed and installed in a good and workmanlike manner and remain in such condition at the time acceptance is requested; and
- (viii) the Town has been provided a complete set of “as built” plans for all Improvements.

(d) Contractor Insurance. The Developer shall assure that the general contractor maintains insurance per the schedule in this section at all times during construction of the Improvements and, with respect to products/completed operations coverage, for a period of 3 years after Acceptance. The Developer shall require the general contractor to provide to the Town’s Administrator a current certificate of insurance to evidence compliance with this Agreement. The Developer shall require that each Contractor who is not covered by the general contractor’s insurance policy, as determined by the general contractor’s certificate of insurance, also provide to the Town’s Administrator a current certificate of insurance. Insurance certificates shall list the Town of Verona as additional insureds, and the required policies shall provide such additional insured coverage on a primary, non-contributory basis and include a waiver of subrogation rights. The certificate(s) shall evidence coverage with limits no less than the following:

(i) Workers' Compensation per applicable state and federal law, and in the amount of \$500,000 for employer's liability.

(ii) Commercial General Liability Insurance, which shall also include completed operations and product liability coverages and shall not exclude coverage for property under the care, custody, and control of the Contractor, in the following amounts:

1. General Aggregate (except Products/Completed Operations): \$1,000,000.
2. Products/Completed Operations: \$1,000,000.
3. Personal and Advertising Injury: \$1,000,000.
4. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000. Property damage liability insurance shall provide Explosion, Collapse, and Underground Coverages where applicable.
5. Excess Liability—General Aggregate: \$1,000,000.
6. Excess Liability—Each Occurrence: \$1,000,000.

(iii) Automobile Liability: Either:

1. Bodily Injury—Each Person: \$1,000,000; Bodily Injury—Each Accident: \$1,000,000; and Property Damage--\$500,000, OR
2. Combined Single Limit (Bodily Injury and Property Damage)—Each Accident: \$1,000,000.

(iv) Umbrella policy (pay on behalf form), with limits of \$2,000,000 for bodily injury, personal injury, and property damage on a combined basis.

Commented [SG1]: Added language to address comment above

(e) **Indemnification.** The Developer shall, and shall require all Contractors engaged in the construction of the Improvements to, indemnify and hold the Town harmless from and against any and all claims, losses, damages, costs and expenses which such Contractors may or might incur, or which the Town might incur by the act or omission of the Contractors or their agents, in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the Town Attorney and shall be included in each agreement that the Developer has with any Contractor. The provisions of this section shall continue in effect following the expiration or termination of this Agreement and apply to all acts or omissions of such Contractors occurring while this Agreement is in effect.

Section 2.7 Development Regulations. Nothing in this Agreement relieves the Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state and federal requirements in order to proceed with the contemplated projects within the Development. The Development shall comply with all applicable Town, County and State ordinances and nothing in this Agreement obligates the Town to grant variances, exceptions,

conditional use approvals, rezoning or other Town approvals, or otherwise waive applicable Town requirements. Except as provided by law, or as expressly provided in this Agreement, no vested rights shall inure to the Developer by virtue of this Agreement. Nor does the Town warrant that the Developer is entitled to any other approvals required for development of any part of the Development solely as a result of this Agreement.

ARTICLE III FINANCIAL OBLIGATIONS

Section 3.1 Developer to Reimburse Town Costs Incurred. The Developer shall reimburse the Town for all costs incurred by the Town for design review, construction observation, testing, and associated legal and real estate fees for the Improvements. The amount payable to the Town by the Developer under this paragraph shall include all of the following:

- (a) The cost of the Town's engineer, Town Staff and attorneys for time engaged in (1) the preparation, review, evaluation, alteration, approval and enforcement of the plans, this Agreement or any other plans or agreements connected with the Development or the Improvements; (2) the construction, observation, coordination and materials testing, or inspection of the Improvements or any activity associated with their construction; (3) the enforcement of this Agreement or any Town ordinance or other regulation relating to the Improvements; and (4) any other activity that is reasonably necessary and associated with the construction of the Improvements. The Developer's reimbursement obligation is based on the actual amount properly charged to the Town under the usual arrangement with the engineers, Town staff or attorneys have with the Town. Rates for all engineers, Town staff or attorneys who shall be performing services on behalf of the Town are set forth on Exhibit ____.
- (b) The cost of Town employees' time while engaged in any of the activities described in par. (a) based on the hourly rate (or hourly rate equivalent) paid to the employee multiplied by a factor determined by the Town Administrator to represent the Town's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, but not to exceed a factor of 2.0.
- (c) The Developer shall reimburse the Town for Town equipment employed in any activity described in this Agreement, the cost of mileage reimbursed to Town employees and the actual costs of Town materials incorporated into the Improvements plus a restocking and handling fee not to exceed ten percent (10%) of the cost of Town materials.
- (d) Interest shall be charged on any amount not being disputed in good faith by the Developer and not paid to the Town within thirty (30) days of the invoice date at prime rate plus one percent (1%). All amounts assessed against Developer hereunder shall be submitted to Developer in an invoice form along with written evidence of all charges for any third parties. Such invoices shall include details

regarding hours, rates and services provided for each charge.

Section 3.2 Escrow Deposit.

- (a) Deposit Required. The Developer shall deposit with the Town, in escrow, the sum of \$15,000 prior to commencement of the Development. The Town Clerk/Treasurer shall draw upon the escrowed funds on a monthly basis to reimburse the Town for the fees and expenses consistent with §3.1 that the Town has incurred in connection with the Development. The Deposit(s) required herein shall not relieve the Town's obligation to provide detailed invoices for all amounts under Section 3.1, above.
- (b) Escrow Replacement. In the event that the escrow deposit falls below fifty percent (50%) of the original amount required to be deposited, the Clerk/Treasurer may require the applicant to restore the escrow balance to the original amount required hereunder.
- (c) Refunds. In the event that funds remain in escrow over and above the Town's recoverable expenses after construction and acceptance of the Improvements by the Town Board as per Section 2.4 (c), the remaining balance shall be refunded to the Developer within 60 days of the acceptance of the Improvements by the Town Board.
- (d) Interest. The escrow account shall not bear interest for the benefit of the applicant.
- (e) Accounting. An accounting of all expenses incurred by the Town in connection with the Development, and the status of the escrow, shall also be provided to the applicant upon request or periodically. Any dispute with respect to the propriety or amount of any withdrawal shall be subject to appeal to the Town Board.
- (f) Default. If the Developer defaults in restoring the escrow account within 30 days of being notified, the Town will not issue any building permits, and/or any occupancy permits for the Development until the default is cured.

Section 3.3 Fire Service Fees. The Developer shall pay the established fire service fees allocable to the Property in the aggregate of number of building lots times \$310/building lot (or any adjusted fee in effect at the time of payment) prior to commencement of the construction of the first residential dwelling. No building permit will be issued until this fee is paid in full.

ARTICLE IV RESTRICTIVE COVENANTS

Section 4.1 Recording of Land Use Restrictions. The Developer shall record deed restrictions, homeowner's association declarations and homeowner association bylaws for the Plat as provided in this section prior to commencement of work on the Development. The deed restrictions are subject to the prior written approval of the Town Board. All required deed

restrictions or provisions in homeowner association declarations establishing required obligations or restrictions hereunder, shall provide by their terms that they may not be amended, terminated or otherwise altered without the written approval of the Town Board, and that they may be enforced by the Town through legal or equitable remedies.

(a) Deed restrictions and/or homeowner's association declaration shall assure the maintenance of all stormwater management facilities is accomplished as and when necessary to maintain the functioning of the facilities according to their design specifications. Such maintenance may be delegated to the Home Owners' Association owning the common areas of the Development, but shall also provide that in the event such maintenance is not completed as required, the Town shall have the right to accomplish the maintenance and charge the cost thereof to the Association or individual lot owners.

(b) Deed restrictions or homeowner's association declarations shall designate and grant perpetual easements to the Town and County for purposes of inspection and for all stormwater management facilities, on-site wastewater treatment systems and potable water supplies.

(c) Deed restrictions or homeowner's association declaration shall restrict the use of the lots to single-family residential uses on individual lots of not less than 1.5 acres in accordance with the terms of the applicable rezoning approval for the Development.

ARTICLE V GENERAL PROVISIONS

Section 5.1 General Provisions. This Agreement is subject to the following additional general provisions:

- (a) Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer or the Town by the Ordinances, or any statutes or regulations applicable to the Improvements.
- (b) Anywhere that an approval or consent of the Town is required hereunder, such approval or consent shall not be unreasonably withheld, conditioned or delayed.
- (c) This Agreement shall be binding upon the Developer (jointly and severally if more than one) and upon the successors and assigns of the parties. This Agreement may not be assigned without the prior written consent of the Town Board, which consent may be withheld, conditioned or delayed in the Town's sole discretion.
- (d) The Developer represents that it is, or prior to the commencement of any work on the Development will be, the lawful owner of the Development and lawfully seized and possessed of the Development.
- (e) In the event of any breach by Developer of this Agreement, whether or not subsequently cured, the Developer shall pay, in addition to any damages or other relief obtained by the Town, all of the Town's costs and expenses, including

reasonable attorneys' fees, relating to such breach, all of which shall be due and payable as incurred and shall be added to any judgment obtained by the Town.

- (f) No approval by the Town or the Town Attorney or any other person acting on behalf of the Town shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the Improvements. The Developer acknowledges that, other than those approval powers expressly delegated by this Agreement, approvals or waivers by the Town are legally unenforceable unless made pursuant to formal action by the Town's governing body.
- (g) It is understood that the Developer has selected and appointed all its contractors, and the Town shall have no responsibility whatsoever for Developer's contractors or for the quality of the materials or workmanship provided by such contractors. No authority granted herein to the Town in connection with the review or approval of the contractors, or the improvements, shall be deemed to create any liability whatsoever on the part of the Town or its agents.
- (h) This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.
- (i) Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under applicable law. All rights are reserved. The Developer acknowledges and agrees that nothing in this Agreement provides any vested right or assurance that any future agreements will be reached between the parties, whether or not necessary to implement the Development contemplated by this Agreement.
- (j) In no event and under no circumstances shall the Town be liable under this Agreement, to Developer for consequential, incidental, indirect, special or punitive damages, and Developer waives any claim to such damages. By way of example, and not limitation, "consequential damages" include lost profits or income, the cost of replacement financing, damage to reputation, lost business opportunities and loss of property values or anticipated property value increases. This limitation shall be effective regardless of the theory of liability and regardless of any breach or claim of breach.
- (k) Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the following:

To the Town: Town Administrator
 Town of Verona
 7669 CTH PD
 Verona, WI 53593

To the Developer: _____

- (l) If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision. If any such provision is held to be invalid as applied to any property or circumstances, such determination shall not affect the applicability of such provision to any other property or circumstances.
- (m) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A facsimile signature is deemed the equivalent of an original signature.
- (n) Either party may record a copy of this Agreement or a memorandum of this Agreement with the Register of Deeds for Dane County, Wisconsin.
- (o) The Developer understands and acknowledges that as a governmental entity, the Town cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Town of any governmental authority vested in it by law.
- (p) The parties acknowledge that this Agreement is the product of negotiations among the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date and year first above written.

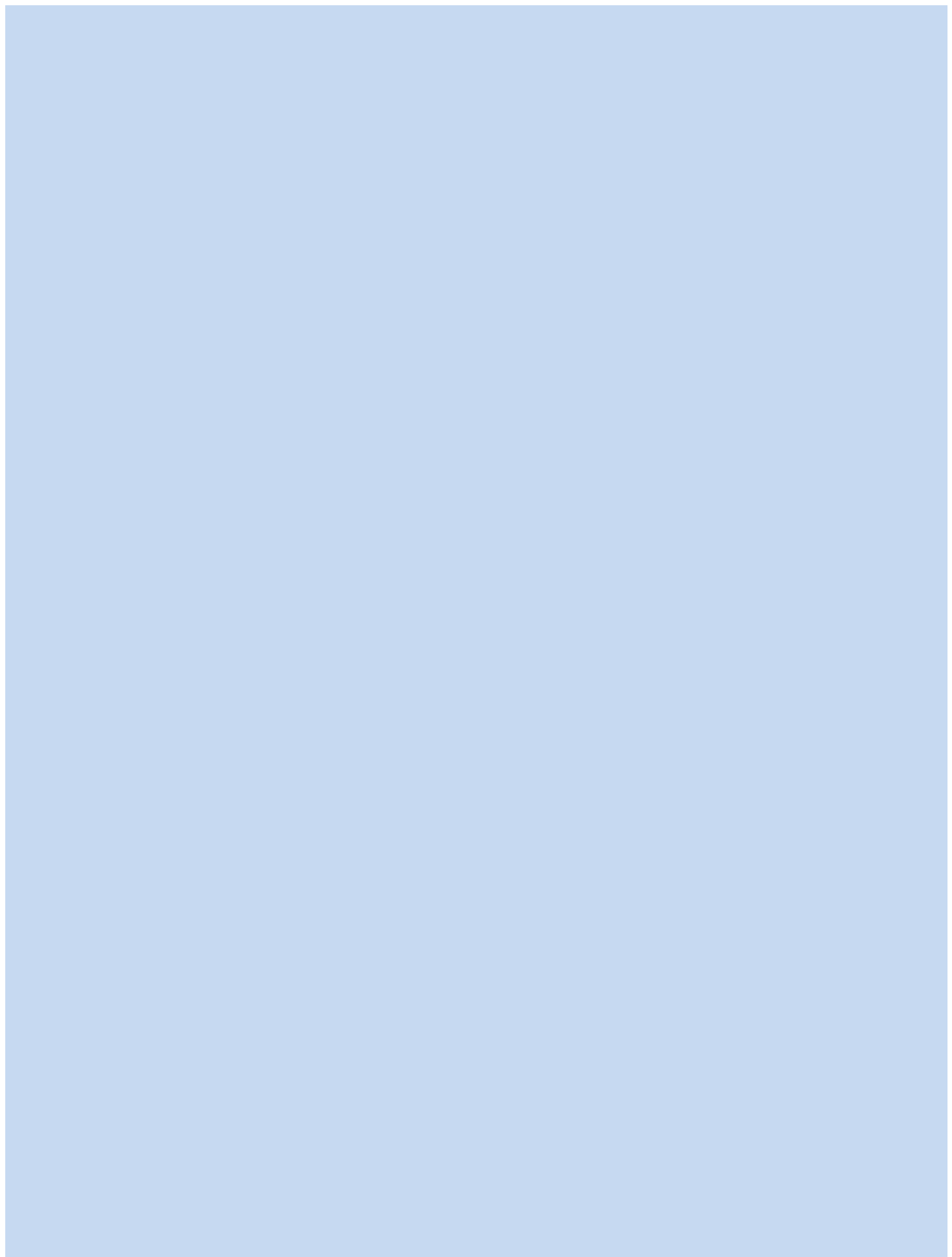
TOWN: Town of Verona

By:
Mark Geller
Town Chairperson
Date:

Teresa Withee
Town Clerk/Treasurer
Date:

Developer

Name:
Address:
Date:



R Bruce Allison, Town resident comment regarding review of the Land Division Ordinance to be read at Jan 4, 2022 meeting.

Thank you to the Town Board and also the Plan Commission for this opportunity to make suggestions for minor edits to the proposed Land Division Ordinance to address an issue of importance to me, tree preservation during development. As past Chair of the Wisconsin Department of Natural Resources Urban Forestry Council, past president of the Wisconsin Arborist Association, past governor-appointed member of the Wisconsin Council on Forestry and past chair of the Town of Verona Open Space and Parks Commission, I have spent much time considering the importance of trees to the social and environmental health of communities. While a University of Wisconsin-Madison adjunct forestry professor and as a professional consulting arborist I have worked with all the municipalities surrounding our Township on tree preservation during development and am offering some of my insights to make the Town's tree preservation ordinance wording consistent with current standards of care and enforceability. When I was a member of the Madison Area Builders Association and guest speaker to the Wisconsin Builders Association in tree preservation during development, I learned that good developers want to have standards to follow and want to avoid any ambiguous wording. There are standards in the ANSI A-300 document and the ISA Best Management Practices I have inserted into the Ordinance text. There are many qualified ISA certified arborists who can conduct tree inventories and assist developers or land owners in protecting trees. And the use of "shall" in the document informs a priority of tree protection. If it creates an unreasonable hardship then one can always request a variance with justification.

Following are my recommendations for edits in bold:

2.3 - PROCEDURE FOR APPROVAL

(1) CERTIFIED SURVEY MAP APPROVAL

- a. PRE-APPLICATION MEETING. Prior to the filing of an application for approval of a Certified Survey Map, the Applicant shall consult with Town Staff in order to obtain their advice and assistance. This consultation shall be informal and is intended to apprise the Applicant of the purpose and objectives of these regulations, the Comprehensive Plan of the Town and to otherwise assist the Applicant in planning the proposed land split. The consultation does not imply any approval by any Town body or Town staff. **For applicants desiring to develop on sites with trees, the Town staff will advise that the expectation is that applicants will comply with the ISA Best Management Standards for Managing Trees During Construction and the related ANSI A-300 Standards Management of Trees During Site Planning, Development And Construction. The applicant should plan on purchasing those documents from the International Society of Arboriculture (cost \$33.95)**

b. APPLICATION.

i. Narrative. **An inventory of trees with diameters of 12 inches or greater measured at 4.5 feet elevation performed by a qualified ISA Certified arborist shall be conducted listing species, diameter, condition. The exact location of these surveyed trees will be incorporated into the survey to allow planning and design.**

c. PLAN COMMISSION REVIEW

The plan commission may request a review of the survey if trees with trunk diameter of 12 inches or greater are planned for removal for construction or any development infrastructure.

2.4 - CONSTRUCTION REQUIREMENTS FOR INDIVIDUAL LOTS

- (1) PROTECTING EXISTING FLORA. The Applicant **SHALL** protect and retain existing desirable trees, shrubbery, vines and grasses. Such vegetation shall be protected and preserved during construction in accordance with **ANSI A-300 STANDARDS AND ISA BEST MANAGEMENT PRACTICES.**

CHAPTER III – SUBDIVISION PLATS

3.1 - PLATS

- (1) GENERAL PROVISIONS. A final Plat prepared by a registered land surveyor and approved by the Town Board shall be required for all Subdivisions that result from a Land Division into more than four lots or units. The final Plat may consist of only that portion of the approved preliminary Plat which the Applicant proposes to record at that time.
- (2) CONCEPT PLAN. Provisional approval of a Concept Plan and Zoning Districts by the Plan Commission and Town Board is required before a Preliminary Plat can be submitted for approval. The Concept Plan shall consist of the following:
 - a. **Map of existing conditions.** Map should be drawn to a scale of 1 inch equals 200 foot or 1 inch equals 100 ft with 2-foot contour lines, showing wetland areas, intermittent streams, streams, soil types, location of wells and septic, buildings, natural features (e.g. rock outcrops, woods, prairies), slopes greater than 12 and 20%, 100-year floodplain, **and trees with diameters of 12 inches or greater measured at 4.5 feet elevation.**

4.3 - PUBLIC SITES AND OPEN SPACES

6.1 - DEVELOPMENT REGULATIONS

- (2) COMMENCEMENT.
- (3) PROTECTING EXISTING FLORA. The Applicant **SHALL** protect and retain existing desirable trees, shrubbery, vines and grasses not actually in existing roadways, drainageways, building foundation Sites, private driveways, septic drain fields, paths and trails. Such

vegetation shall be protected and preserved during construction in accordance with ANSI A-300 STANDARDS AND ISA BEST MANAGEMENT PRACTICES. PRIOR TO COMMENCEMENT THE APPLICANT WILL ENTER INTO A WRITTEN AGREEMENT REGARDING TREES TO BE SAVED AND PROCEDURES TO PROTECT THEM FOLLOWING ANSI A-300 STANDARDS AND ISA BEST MANAGEMENT PRACTICES. THIS IS SUBJECT TO REVIEW BY THE PLAN COMMISSION. THE CITY ENGINEER WILL MONITOR COMPLIANCE AND WILL ISSUE A CEASE WORK ORDER IF THERE IS A BREACH OF CONTRACT.

January 4, 2022

Re: Public Hearing on the draft Land Division & Development Ordinance

Town of Verona Board Supervisors,

Thank you for the opportunity to comment on the proposed *Land Division and Development Ordinance Ordinance 2022-0X*. I am commenting on a couple items related to protecting and preserving interconnected open spaces and environmental corridors throughout the Town and with our neighboring communities, and, in particular, an aspect of Chapter VIII, *Conservation Subdivision Design*. As co-Chair of the Ad Hoc Committee to Study the Impact of Growth and a member of the Town's Natural and Recreational Areas Committee, I have spent quite a bit of time learning about and discussing the importance of preserving the rural character of our Town through the permanent preservation of meaningful open space and sensitive natural resources. That preservation is a stated purpose of this draft ordinance we are discussing this evening. (Purpose 1b, page 5)

1) Requirements for connections to hiking trails and bicycle paths, including existing and potential future routes.

It states in Chapter IV- **Required improvements for all plats and CSMs**, (pg 27):

4.4 (4) BICYCLE AND PEDESTRIAN TRAILS. In all cases where the Town's Comprehensive Plan includes a bicycle or pedestrian trail within a Land Division, the Applicant shall grade and surface the trail and dedicate the trail to the public. Plans and specifications for the improvement of the trail shall be established by the Town Plan Commission and other town committees as necessary.

While there are no bicycle and pedestrian trails noted in the current comprehensive plan it is an important long-range planning tool to require connections to existing hiking & biking paths in ALL developments in the Town of Verona. Neighboring communities and other Dane County municipalities have these requirements

Again, in Chapter VIII- **Conservation Subdivision Design** stated purposes are: (8.1, pgs 32 -33)

(6) To promote interconnected greenways and habitat corridors in the Town.

(8) To encourage road designs that reduce traffic speeds while increasing safety and access for pedestrians and bicyclists.

(9) To promote construction of convenient and environmentally acceptable pedestrian trails and bike paths.

How does this ordinance "promote" construction of trails and bikes paths? How will this ordinance "promote interconnections" of habitat corridors?

To achieve these goals the ordinance needs to have some standards and requirements. The current Comprehensive Plan does not map out or describe bicycle paths and pedestrian trails, but through plat requirements, this ordinance can, at the very least, require subdivisions to connect to existing hiking and biking trails.

The Town has the mechanism to outline the greenways and habitat corridors, as well as the future hiking and biking routes. The NRAC committee is working on mapping out suggested routes – it is one of our priorities for this year.

The draft land division ordinance would improve with these additions:

Chapter III- **Subdivision Plats**

3.1 - PLATS

(2) CONCEPT PLAN, d. Concept map: add requirement for a sketch of proposed hiking & biking paths and/or connections to existing routes

and

3.2 - REQUIREMENTS FOR PLATS add as a detailed item here.

2) Protection of woodlands and environmentally sensitive areas.

I would like to suggest stronger language that supports protection of woodlands and environmental corridors/environmentally sensitive areas giving value and importance to natural beauty, habitats for wildlife, and as an integral part of the rural character of our Town. Language such as: "... the importance of woodland and steeper slopes as being valuable to the natural habitat and scenic value of the area."

The Town Board of Supervisors could also improve the land division ordinance by including the Town of Verona's *Natural and Recreational Areas Committee* be advisory to the Plan Commission (and Town Board) in the review of development proposals.

3) One last mention, in Chapter IX – **Condominium Developments**; is the omission of the requirement to comply with Chapter X of this ordinance. As currently written condo developments only comply with Dane County Code, chap 75 and chapters 1-6 of this ordinance. Perhaps this is a simple oversight. (Chap 10 is "Guarantee of Construction of Improvements; Permit Restrictions; Improvement Maintenance.")

Thank you for considering these changes.

Sincerely,
Rosemary Bodolay
6386 Sunset Drive
Verona, WI 53593

Sarah Gaskell,

Sarah, I don't know whether or not I will be able to attend the hearing February 1 regarding the new subdivision regulation so here are some comments that I ask you to pass on to the board.

I had hoped to compare the proposed ordinance to the existing one however I don't have a copy of the existing one and I don't have the time to spend on it. Having read through the entire proposed ordinance I am struck by how comprehensive it is and by the numerous requirements imposed upon a potential developer. I'm assuming that many of these requirements did not previously exist but were incorporated through the ad hoc committee's involvement. I have no specific comments on the proposed ordinance itself.

As to the ad hoc committee report I have comments on what I view as two major issues. I agree with the report on one of them, that being the concept proposed on page 15 of establishing a program for purchasing development rights. I recognize that funding it would be difficult. The committee proposes using tax dollars. I would not object to funding a portion of it through property taxes but it has to be limited to a reasonable amount or property owners will rebel against and quash the program. Hopefully much of the funding could be secured through county, state or federal grants.

I disagree with nearly everything else in the ad hoc report. Of particular interest is the concept on page 17 under paragraph 5 of Design Specs which would require a subdivision applicant to produce a plan for subsequent developments along with their current plan. It also requires that the portion of the property not currently proposed for development be taxed at the higher developed value. This provision is obviously aimed at prohibiting as much development as possible. It strikes me as being grossly unfair and probably illegal in that it flies in the face of the statutory use value appraisal provisions. Not only that but it could have the undesired effect of accelerating some development which might not otherwise occur. It could increase the loss of township lands by inducing owners to annex into cities where possible or prevent developments within the township that might block a city's spread. There are far too many negative consequences associated with this concept to override the inconvenience of the town having to process a subsequent plat on the same property. It should not be included in the proposed ordinance.

I have other concerns about the ad hoc report, mostly relating to protecting existing vegetation even though it might be junk trees or noxious weeds and protecting views the value of which may be very subjective and disputable. I think the proposed ordinance covers these subjects more than adequately and I recommend that the report's suggestions not be adopted. A final thought – the report's lack of impartiality is evidenced by cherry picking those townships used for comparisons and as examples of what the authors feel the town should do.

Bob Bovy

Comments for the February 1 Public Hearing on the Draft Land Division and Development Ordinance
Submitted by Jo Tucker

I suggest two ways in which the ordinance could be clarified and improved:

1. "Open Space" is defined in Chapter 1.4(20) as "land that is permanently set aside for recreational uses in an undeveloped state and may include grass areas, wooded areas, wetlands, streams, detention ponds, and berms."

It is a misnomer to classify detention ponds and berms in the same category as the other listed items; detention ponds and berms are developed, human-made features constructed for a specific purpose that is not recreational. Detention ponds are unsuitable for recreational uses, and they must be maintained in their developed state to function properly. Likewise, it is hard to imagine berms having a recreational function.

Chapter 7.2 for Traditional Subdivisions requires Open Space be 5% of the gross area. Open Space and stormwater features are to be subtracted separately from net area to calculate gross area; this is inconsistent with including detention ponds as part of Open Space. In other words, it appears that in Chapter 7.2, Open Space and stormwater features are being considered separate items. Removing detention ponds and berms from the definition of Open Space in Chapter 1.4 resolves this inconsistency.

Chapter 8.2 for Conservation Subdivisions has a different definition of Open Space that does not include detention ponds and berms. Again, removing detention ponds and berms from the definition of Open Space in Chapter 1.4 resolves this inconsistency.

2. Parks are a desirable and necessary part of land development. The Dane County Land Division and Subdivision Regulations require plats for new subdivisions to set aside at least 1,750 square feet of land for each dwelling unit. This land is to be dedicated to the town, or the town may accept money in lieu of land. As an example, a 20-unit subdivision should have nearly an acre set aside and dedicated to the town for park or recreation purposes. Thus far, the Town has not accepted any park or money in lieu of land for any new subdivision.

The Town's draft ordinance (Chapter 5.1) states the park land dedication or fee requirements "shall be consistent with those of Dane County..." but also says "the Board reserves the right to waive this requirement ..."

I recommend the "right to waive" part of this paragraph be deleted. The Town should find ways to accept the park land that should come with each new subdivision. Some municipalities charge an impact fee to support parks – perhaps we can do it too. Or let's find a way to accept the "in-lieu-of" money so we can apply it to connector trails, bike paths, etc. If we are going to be a Town which carries out its Comp Plan goals and its residents' wishes for open space, parks, and ag land, we must start creating ways to preserve open space, not waiving such requirements.

Thank you.
Jo Tucker

PUBLIC COMMENT: TOWN OF VERONA BOARD OF SUPERVISORS

Re: Public Hearing on Draft Land Division Ordinance – February 1, 2022

Susan Pigorsch, 6415 Sunset Dr., Verona, WI 53593

The Plan Commission has submitted a draft Land Division Ordinance for review to the Town Board of Supervisors. While we appreciate the time and effort the three citizens and two elected officials on the Plan Commission spent to craft this draft ordinance, the document is still in need of improvement. We respectfully request the Board to continue discussion regarding the draft document and to fully consider concrete changes that will protect the Town and its residents during an era of unprecedented growth.

The Town’s Ad Hoc Committee to Study the Impact of Growth spent approximately 1,000 hours researching the impact of growth on the Township. As co-chair of that committee, I look forward to an open dialog with the Board regarding its report recommendations. The content of introductory chapters 1-5, including a cost-benefit analysis and potential advantages of growth, was not discussed at the December 9 board meeting. The Board of Supervisors would especially benefit from discussion with the Ad Hoc Committee about its studies that document best practices from neighboring municipalities. Chapters 6-10 of the Ad Hoc Report plus Appendices 1-5 show how the Town’s draft land division ordinance could become a stronger, better document guiding our Township into the future.

The language in the draft land division ordinance could also be improved. Chapter 1.4 “Definitions” describes the difference between “may” and “shall” when used in the ordinance. Below are examples of where the permissive use of “may” should be corrected to read “shall” to make it clear when actions are not discretionary. I urge the Board of Supervisors to closely examine how the use of “shall” will make the land ordinance fair for all – and protect the Town and its financial resources.

[Note: The Town Board has the power to grant any waiver or modification to certain provisions under Chapter 1.9 – “Waivers and Modifications.”]

1.7- LAND SUITABILITY

(2) HILLSIDE PROTECTION. Development of lots resulting in disturbance of slopes greater than 20% is discouraged. For such lots, the size, shape, and location of the building envelope and driveways **may** be restricted by the Plan Commission in consultation with Public Works staff and appropriate professionals to minimize erosion and stormwater runoff.

Commented [SP1]: Change “may” to SHALL

(3) TESTING. The Town Plan Commission or the Town Board **may** require that borings and soundings be made in specified areas to ascertain subsurface soil, rock and water conditions, including depth to bedrock and depth to groundwater table whenever deemed necessary to determine the suitability of a Land Division or any part thereof for Development as proposed.

Commented [SP2]: Change “may” to SHALL require... whenever deemed necessary.

(5)USE OF ROADS AND UTILITIES. Any potential impact of the Subdivision (5 or more lots or units) on the local transportation system and utilities shall be assessed and considered as part of the plat review process. A plat may be rejected if the Town Board determines that the proposed subdivision will have a significant negative impact on traffic flow or safety.

Commented [SP3]: Change "may" to SHALL

1.8 - FEES AND ESCROWS

(1) ESCROW DEPOSIT -- When the Applicant has approval of the Development Agreement, the Applicant shall deposit with the Town, in escrow, the amount established by the Town Staff as a reasonable estimate of the fees under subs. (1)(b)-(d) to be incurred by the Town. No application shall be deemed complete until the required escrow deposit is made.

a. ESCROW REPLACEMENT. If an escrow deposit falls below fifty percent (50%) of the original amount, the Applicant may be required to restore the escrow balance to the original amount required hereunder.

Commented [SP4]: Change "may" to SHALL

(3) TRAFFIC IMPACT ANALYSIS. Add impact on bicycle and pedestrian routes In any case where the Town Engineer or Public Works staff determine that the proposed Development is likely to cause a significant impact on traffic or on streets/highways beyond the proposed Development, the Applicant shall pay the fees for a traffic engineer to be retained by the Town to complete and present a Traffic Impact Analysis using Wisconsin Department of Transportation guidelines. An estimate of the fees as determined by the Town Engineer shall be paid into the escrow account within 10 days after notice of the determination by the Town Engineer. If the required escrow deposit is not made, the application may be denied. Where the report of the analysis concludes that the proposed Development will cause off-site public roads, intersections, or interchanges to function below Level of Service C, as defined by the Institute of Transportation Engineers, the Town may deny the application, require a size or density reduction in the proposed Development, or require that the developer construct and/or pay for required off-site improvements.

Commented [SP5]: Change "may" to SHALL

Commented [SP6]: Change "may" to SHALL

1.10 - VARIANCES

(1) Application. Applicants may apply in writing for a variance from the standards of this ordinance.

(2) Public Hearing on application. Upon receipt of a complete and acceptable application for a variance and accompanying materials, the Plan Commission shall hold a public hearing on the request at its next scheduled meeting occurring more than 14 days after receipt of the application.

(3) Decision. The Plan Commission may recommend to the Town Board either approval, conditional approval, or denial of the requested variance.

Commented [SP7]: Change "may" to SHALL

Commented [SP8]: Define: majority of Plan Commission to vote? This was defined in last version.

1.11 - VIOLATIONS

It shall be unlawful to build upon, divide, rezone, convey, record, or monument any land in violation of this ordinance or the Wisconsin Statutes; and no person shall be issued a Building Permit by the Town authorizing the building on, or improvement of, any Subdivision, Land Division or Replat until the provisions and requirements of this ordinance have been fully met. The Town may institute appropriate action or proceedings to enjoin violations of this ordinance or the applicable Wisconsin Statutes.

Commented [SP9]: Change "may" to SHALL

2.3 - PROCEDURE FOR APPROVAL

(1) CERTIFIED SURVEY MAP APPROVAL

- i. Narrative. This outlines how the project complies with the Comprehensive Plan and fits with surrounding land uses, and provides details about any expected impacts on the environment, transportation systems and/or Town services.
 - ii. Assessment of the natural and cultural features. This includes a topographical map, a map showing floodplains, waterways, and wetlands, and a map showing surrounding land use within half a mile of the property boundaries. A map showing slopes greater than 12 as well as 20% is required. A map of trees with a diameter of 20 inches or greater at 4 ft height and other flora may be required.
- c. PLAN COMMISSION REVIEW. The Plan Commission shall review the CSM for conformance with applicable ordinances and statutes, shall consider all public comments received and all recommendations from the Town Engineer and the Town Committees and shall forward its recommendation to the Town Board for final action. The Plan Commission's recommendation shall be either to approve, to approve with conditions, or to reject the map and shall include the reasons for rejection or the imposition of conditions. The Plan Commission may request that a Site plan be reviewed if there are slopes greater than 12 and 20% and if mature trees (20-inch diameter at 4 ft) are to be removed for construction of home and accessory buildings.

Commented [SP10]: Change "may" to SHALL. See recommended practices for tree preservation: **ISA Best Management Standards for Managing Trees During Construction and the related ANSI A-300 Standards Management of Trees During Site Planning, Development And Construction.**

Commented [SP11]: Change "may" to SHALL

Commented [SP12]: See recommended practices for tree preservation: **ISA Best Management Standards for Managing Trees During Construction and the related ANSI A-300 Standards Management of Trees During Site Planning, Development And Construction.**

3.1 - PLATS

- (1) GENERAL PROVISIONS. A final Plat prepared by a registered land surveyor and approved by the Town Board shall be required for all Subdivisions that result from a Land Division into more than four lots or units. The final Plat may consist of only that portion of the approved preliminary Plat which the Applicant proposes to record at that time.
- (2) CONCEPT PLAN. Provisional approval of a Concept Plan and Zoning Districts by the Plan Commission and Town Board is required before a Preliminary Plat can be submitted for approval. The Concept Plan shall consist of the following:
 - a. Narrative for the proposed Subdivision outlining how this project fits within the Comprehensive Plan, the surrounding land uses and expected impacts on the

environment and transportation. This narrative **may** provide an overview of the area and any natural, archeological, or historical features that are located on the Parcel. Information on impact on the transportation system if applicable, as calculated via increase in daily and/or peak hour trips generated and any recommendations on methods employed to mediate said impact **may** also be provided. In addition, the narrative should address any perceived impact on the rural character of the Town, plans to reduce visual impact of Development from Town roads and neighbors, and any expected need for Town services.

Commented [SP13]: Change “may” to SHALL

b. Map showing the Parcel in the context of the surrounding area. Map **may** show an aerial view of land within a half mile of the property. Map should show adjacent ecological, hydrological, recreational, and cultural resources. Driveways and other accesses to the main road within 1,000 ft of the proposed road access should be clearly depicted.

Commented [SP14]: Change “may” to SHALL

Commented [SP15]: Change “may” to SHALL

3.3 - APPROVAL PROCESS

(1) FINAL PLAT APPROVAL

C. The Town Board shall, within 60 days of the date of filing the original final Plat with the Clerk/Treasurer, approve or reject such Plat unless the time is extended by mutual agreement with the Applicant. If the Plat is rejected, the reasons shall be stated in the minutes of the meeting and a written statement of the reasons forwarded to the Applicant. The Town Board **may** not grant its approval on the final Plat unless the Clerk/Treasurer certifies on the face of the Plat that the copies were forwarded to objecting agencies as required by law, the date thereof, and that no objections have been filed within 20 days or, if filed, have been met.

Commented [SP16]: Change “may” to SHALL

7.3 - PHASED DEVELOPMENT

The Town **may** require a phased Development plan to ensure that there is an orderly availability of buildable lots/units in the Town.

Commented [SP17]: Change “may” to SHALL

8.3 - OWNERSHIP AND MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES.

(1)

a. The Land Stewardship Plan shall include a narrative, based on the Site analysis describing:

iv. Operations necessary for managing the stability of the resources, including but not limited to mowing schedules; weed control; planting schedules; and clearing and waste removal. At the Town’s discretion, the Applicant **may** be required to place sufficient funds in escrow via the Homeowners’ Association to cover the cost of management and operation of the Common Open Spaces

Commented [SP18]: Change “may” to SHALL.

and/or Common Facilities for at least one year or longer, depending on the rate of phased Development.

(1) Failure to Manage Open Space. In the event that the organization designated to own and manage the Common Open Space and/or Common Facilities, or any successor organization, fails to manage all or any portion of the Common Open Space and/or Common Facilities in reasonable order and condition in accordance with the management plan and all applicable laws, rules, and regulations, the Town may serve written notice upon such organization and upon the residents and owners of the Common Open Space and/or Common Facilities, setting forth the manner in which the organization has failed to manage the Common Open Space and/or Common Facilities in reasonable condition. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the organization, or any successor organization, shall be considered in violation of this Ordinance, in which case the bond, if any, may be forfeited, and any permits may be revoked or suspended. The Town may enter the premises and take corrective action.

Commented [SP19]: Change "may" to SHALL

Commented [SP20]: Change "may" to SHALL

b. Public Dedication of Common Open Space. The Town may accept the dedication of a Conservation Easement or fee title to the Common Open Space and/or Common Facilities, provided:

Commented [SP21]:
Change "may" to SHALL

- i. the Common Open Space and/or Common Facilities are as accessible to the residents of the Town as they are to owners within the Subdivision
- ii. the Town agrees to and has access to maintain and manage the Common Open Space and/or Common Facilities

2 (3) Failure to Manage Open Space. In the event that the organization designated to own and manage the Common Open Space and/or Common Facilities, or any successor organization, fails to manage all or any portion of the Common Open Space and/or Common Facilities in reasonable order and condition in accordance with the management plan and all applicable laws, rules, and regulations, the Town may serve written notice upon such organization and upon the residents and owners of the Common Open Space and/or Common Facilities, setting forth the manner in which the organization has failed to manage the Common Open Space and/or Common Facilities in reasonable condition. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the organization, or any successor organization, shall be considered in violation of this Ordinance, in which case the bond, if any, may be forfeited, and any permits may be revoked or suspended. The Town may enter the premises and take corrective action.

Commented [SP22]: Change "may" to SHALL

Commented [SP23]: Change "may" to SHALL

10.1- COMPLETION OF IMPROVEMENTS

(5) If the required improvements are not completed within the time period specified by the Town Board, the Town Board may thereupon declare the guaranty or surety to be in default and require that all the improvements be installed regardless of the extent of building Development at the time the guaranty or surety is declared to be in default.

Commented [SP24]: Change "may" to SHALL

10.3 - CERTIFICATIONS REQUIRED; REDUCTION OF SURETY

(5) All required improvements on a lot for which a deposit has been accepted by the Town engineer and received by the Town at the time of issuance of the certificate of occupancy shall be installed by the Applicant within one year. If the improvement has not been properly installed at the end of one year, Town staff shall give two weeks' written notice to the Applicant requiring installation of the improvement. If the improvement is not installed within such two-week period, the Town engineer **may** request the Town Board authorize employing an independent contractor for the purpose of the installation of necessary improvements at a sum not to exceed the escrow deposit.

Commented [SP25]: Change "may" to SHALL

Respectfully submitted by Susan Pigorsch, 01.31.22

PUBLIC COMMENT: TOWN OF VERONA BOARD OF SUPERVISORS

Re: Public Hearing on Draft Land Division Ordinance – February 1, 2022

Holly Dowling, 6352 Goose Lake Drive, *Verona, WI 53593*

I am a resident of the TOV and I along with seven other residents served on the Town's Ad Hoc Committee looking at growth in the TOV. The purpose of this Committee was to study the impact of growth in the TOV and make recommendations for smart growth in the Town.

I want to acknowledge the tremendous amount of work done by the Plan Commission in developing the Draft Land Division and Development Ordinance. My participation as a member of the Ad Hoc Committee was never intended to undermine or diminish the work of the Plan Commission. My interest in working with this group under the direction of the TOV Chair, Mark Geller was to take a close look at development strategies that would allow the TOV to continue to coexist with surrounding municipalities and maintain the rural integrity of the place we call home.

My husband and I have lived on Goose Lake Drive for the past 30 years. Our property abuts Goose Lake Pond. When we moved here in 1991 the pond was spring fed. It has since silted in, due in large part to stormwater runoff. Inadequate stormwater abatement: 1) pollutes our waterways, 2) diminishes natural resources, 3) erodes sensitive wildlife habitat, and 4) causes flooding and damage to roadways and personal and public property. When you drive by the pond on the Hwy 151/Verona Road or Fitchburg Road or ride on the bike path, you can see that most of the large trees that line Goose Lake Pond are dead. Killed by the rising and falling water levels in Goose Lake Pond, which at this point is fed by precipitation and stormwater runoff from Fitchburg development.

It isn't just the view out of my window and concerns about the wildlife in my neighborhood that drives me to express my support for a strong and clear ordinance related to stormwater runoff. A Land Division and Development Ordinance needs to require developers to consider the full impact that their development will have on town roads, private property and the natural environment when they are in both the pre and post construction phases.

I've seen what inadequate, unmanaged and unenforced storm water management and regulation of storm water runoff can do to a natural resource and a well-traveled road . I know from recent experience and from what I read, that storm events have become more serious and are causing more stormwater runoff and related damage. I also understand that the Town Board's purpose in writing this ordinance is to ensure that the public health, safety and welfare of the town is protected to the greatest extent possible. I am wondering why this document can't be written with the strongest possible language designed to protect the TOV and its resources to the greatest extent possible.

I've included a link to the Bureau of Watershed Management Program Guidance, Model Ordinance for Construction and Post-Construction Storm Water Management

<https://dnr.wi.gov/topic/stormwater/documents/ModelOrdinances.pdf>. This document was developed to provide municipalities with specific language to help them develop ordinances for: a storm water management plan, a maintenance agreement, financial guarantee, fee schedule, and enforcement practices that help to protect the public health, safety and welfare of the town.

The Town of Middleton requires Stormwater inspections be completed biennially and in their Storm Water Facility Inspection and Reporting requirements (Section 17-06 of the Town of Middleton Ordinances) they specify owner responsibilities, costs, fees and penalties.

More specifically, and related to the TOV draft ordinance, I believe that the following chapters could be written using language stronger than “encourage” and language that included specific stormwater management enforcement criteria and related penalties.

Draft Land Div. Ordinance 010422 – ref. to stormwater

Background for Public Hearing comments on February 1, 2022, 6:30 p.m.

1.1 - PURPOSE

(1) The purpose of this ordinance is to regulate and control the division of land within the boundaries of the Town in order to promote the public health, safety, and general welfare of the Town and to:

- a. guide the future growth and development of the community in accordance with the
Town’s adopted Comprehensive Plan and Vision Statement,
- b. preserve the rural character of the Town through the permanent preservation of meaningful Open Space and sensitive natural resources,
- c. encourage residential uses to be concentrated on portions of a Parcel in order to protect and restore environmentally sensitive areas and lands during the development design process in order to meet future community needs for stormwater management, floodwater storage, Open Spaces, agriculturally productive areas, and groundwater recharge,
- d. preserve scenic views by minimizing visibility of new infrastructure/residential uses from existing roads where possible,
- e. provide commonly owned Open Space areas for passive and/or active recreational use by residents of the infrastructure/residential uses and, where specified, the larger community,
- f. provide for a diversity of lot sizes,
- g. use ecological planning principles in the design, construction and long-term management of Open Spaces, and
- h. protect and preserve an interconnected network of Open Space throughout the Town.

1.2 - PROCESS

This Subdivision and Development Ordinance is based on the Town's Subdivision and Development Ordinance No. 05-04/06-01 last amended on August 1, 2006. The regulations of Dane County Chapter 75 were incorporated into this ordinance and Subdivision Ordinances from adjacent Towns were reviewed. In addition, professional experts on stormwater management were consulted.

1.9 - REQUIRED INFORMATION

All Subdivisions and Land Division applications shall comply with the requirements of this section.

- (1) STREET PLANS AND PROFILES. The Applicant shall provide to the Town Engineer plans and profiles for all proposed streets showing existing ground surface and proposed and established street grades, including extensions for a reasonable distance beyond the limits of the proposed Development. All plans and profiles shall satisfy the design standards of this chapter and be approved by the Town Board. The Plat map shall show all proposed joint driveway access site plans, contours at 2-foot intervals and existing and proposed flow of water.
- (2) COVENANTS. The Applicant shall provide for the private maintenance and protection of any common Open Space, stormwater management facility, drainageway, or other required Improvement not dedicated to the public and accepted by the Town. The Applicant shall submit proposed protective covenants or other agreements by which the Applicant intends to assure such maintenance and protection. Any such covenants or restrictions shall contain provisions prohibiting their repeal or amendment without approval of the Town Board, shall be made enforceable by the Town, and shall provide that in default of the responsible party designated in the covenants, the Town may complete the work and charge the cost thereof to the responsible party or the properties within the Development as a special charge. The protective covenants or other agreements shall be approved by the Town Board. All required deed restrictions and protective covenants shall be recorded prior to, or concurrently with, the final Plat or Certified Survey Map. Any violation of any covenant or restriction required as a condition of approval of a Land Division shall be deemed a violation of this ordinance.

2.4 - CONSTRUCTION REQUIREMENTS FOR INDIVIDUAL LOTS

- a. **COMMENCEMENT.** No construction shall commence until a Building Permit has been obtained from the Town.
- b. **CULVERT AND DRIVEWAY REQUIREMENTS.** A Town driveway permit shall be obtained before the installation of any culvert for a driveway. Any culverts determined necessary by Town staff for the conveyance of stormwater in the Subdivision shall be sized and installed at the time of the Subdivision construction. Issuance of a Driveway permit is required to obtain any Building Permit.
- c. **PROTECTING EXISTING FLORA.** The Applicant shall make every effort to protect and retain existing desirable trees, shrubbery, vines and grasses not actually in existing roadways, drainageways, building foundation sites, private driveways, septic drain fields, paths or trails. Such vegetation shall be protected and preserved during construction in accordance with sound conservation practices.

CHAPTER III – SUBDIVISION PLATS

3.1 - PLATS

- (1) **GENERAL PROVISIONS.** A final Plat prepared by a registered land surveyor and approved by the Town Board shall be required for all Subdivisions that result from a Land Division into more than four lots or units. The final Plat may consist of only that portion of the approved preliminary Plat which the Applicant proposes to record at that time.
- (2) **CONCEPT PLAN.** Provisional approval of a Concept Plan and Zoning Districts by the Plan Commission and Town Board is required before a Preliminary Plat can be submitted for approval. The Concept Plan shall consist of the following:
 - a. Narrative for the proposed Subdivision outlining how this project fits within the Comprehensive Plan, the surrounding land uses and expected impacts on the environment and transportation. This narrative may provide an overview of the area and any natural, archeological, or historical features that are located on the Parcel. Information on impact on the transportation system if applicable, as calculated via increase in daily and/or peak hour trips generated and any recommendations on methods employed to mediate said impact may also be provided. In addition, the narrative should address any perceived impact on the rural character of the Town, plans to reduce visual impact of Development from Town roads and neighbors, and any expected need for Town services.
 - b. Map showing the Parcel in the context of the surrounding area. Map may show an aerial view of land within a half mile of the property. Map should show adjacent

ecological, hydrological, recreational, and cultural resources. Driveways and other accesses to the main road within 1,000 ft of the proposed road access should be clearly depicted.

- c. Map of existing conditions. Map should be drawn to a scale of 1 inch equals 200 foot or 1 inch equals 100 ft with 2-foot contour lines, showing wetland areas, intermittent streams, streams, soil types, location of wells and septic, buildings, natural features (e.g. rock outcrops, woods, prairies), slopes greater than 12 and 20%, 100-year floodplain, and trees with a diameter of 20 inches or greater at 4 foot of height. Boundaries should be verified so that there is no confusion about the exact location of the Parcel boundaries in relationship to adjacent properties.
- d. **Concept map:** The concept map should be drawn to a scale of 1 inch equals 200 ft or 1 inch equals 100 ft and show the outline of the property, the proposed location of lots or units, roads and trails, natural areas (e.g. woods, prairies) outlots and parks, wetlands and streams or intermittent streams, 100-yr flood plain, **stormwater management areas**, contour intervals of 2 ft, mailbox location, any topographical features of importance, and proposed screening (e.g. Berms, trees). Roads cannot have more than a 10% slope and the vision triangle for the Intersection(s) with the main road shall be shown. Date, scale and north arrow shall be included.

4.2 - EASEMENTS

- (1) UTILITY EASEMENTS. The Applicant shall provide utility Easements of widths deemed adequate by the Town Engineer or Town Staff for the intended purpose.
- (2) DRAINAGE EASEMENTS. Where a Subdivision or Development is traversed by a watercourse, drainageway channel or stream, or low area, an adequate Easement or drainage right of way shall be provided substantially conforming to the lines of such watercourse; and parallel streets or parkways may be required in connection therewith. **Where necessary, stormwater drainage** shall be maintained by landscaped open channels of adequate size and grade to hydraulically accommodate a 100-year frequency storm event. Design details for drainage facilities shall be subject to review and approval by the Town staff.

4.4 - REQUIRED IMPROVEMENTS

All Subdivisions shall meet the requirements of this section.

- (1) **STORMWATER DRAINAGE FACILITIES.**

- a. General Requirements. The Applicant shall provide stormwater drainage facilities which may include curb and gutter, catch basins and inlets, storm sewers, road ditches and open channels or other improvements necessary to comply with the provisions of the Dane County stormwater management regulations. At a minimum, stormwater management plans shall meet Dane County standards. Stormwater drainage facilities shall be designed as to present no unreasonable hazard to life or property, and the size, type and installation of all stormwater drains and sewers proposed to be constructed shall be in accordance with the plans and specifications approved by the Town Plan Commission.
- b. Detention Basins and Major Drainageways. All detention basin areas and drainageways shall be designed and installed in compliance with the Dane County stormwater management regulations. These shall be placed in Common Elements or outlots and may only be placed in Lots/Units if a variance is granted.

6.1 - DEVELOPMENT REGULATIONS

- (1) COMMENCEMENT. No Building Permit shall be issued, and no construction or installation of improvements shall commence, in a proposed Subdivision or Development until the final Plat or CSM has been approved by the Town Board and an Applicant's Development agreement has been approved pursuant to §6.2. Other documents proposed to meet the requirements of this Chapter, such as covenants outlining the responsibilities of the homeowners' association for stormwater or private road maintenance, shall be reviewed and approved by the Town and recorded with the Dane County Register of Deeds. Erosion control permits shall be approved by Water and Resource Engineering Division of Dane County before construction begins; An Intersection access permit is also required and issued by the Town. Stormwater management permits by Water and Resource Engineering Division of Dane County shall be approved and issued before any earthwork is permitted. Two copies of the stormwater management plan and a copy of the erosion control permit shall be provided to the Town.

CHAPTER VII- TRADITIONAL SUBDIVISION DESIGN

7.1 - INTRODUCTION

- (2) A maintenance plan shall include language on how to manage the unbuilt common areas, which would include Open Spaces and stormwater management basins, and a mechanism to pay for management and maintenance. This might also include trails within the

Subdivision. Any maintenance plan shall be approved by the Plan Commission and Town Board.

8.2 - STANDARDS

Conservation Subdivision Developments prioritize the preservation of Open Space, and reserve at least 30% of the total Development acreage as Open Space. Open Space may include woods, streams, wetlands, grasslands, topographical features and other natural or cultural features. Additionally, this type of Subdivision may alternately create opportunities for Open Space where none previously existed. Open Space is permanently protected and held in common ownership. The Open Space requirement is obtained by taking 30% of the net area, which is determined by subtracting the current road right-of-way area for all lots/units adjacent to a current road from the gross area.

(1) Average and Minimum Lot/Unit Size. The maximum number of lots/units allowed is obtained by dividing the gross area by the rural residential density associated with the Parcel as identified on Map 9.6 Future Land Use in the Town of Verona Comprehensive Plan. If at least 30% of the area is in Open Space, the Applicant would be entitled to the average lot/unit sizes and minimum lot/unit sizes shown in Table 8.1 below, depending on the Residential Development densities identified by Map 9.6 in the Town of Verona's Comprehensive Plan. If stormwater management facilities are designed to retain 100% of a two-year rain event, then the Applicant would be entitled to average and minimum lot/unit sizes as shown in the Table 8.2. Unlike Traditional Development net area determination, stormwater management features and wetlands may be counted toward the total percentage of Open Space, when they are associated with outlots.

From: [Phyllis Wiederhoeft](#)
To: [Douglas Maxwell](#)
Cc: [Sarah Gaskell](#)
Subject: Land Use Ordinance Changes
Date: Thursday, February 3, 2022 7:06:23 PM
Attachments: [Land Use Ordinance Changes \(1\).pdf](#)

You asked me to send you a more detailed list of changes that would strengthen the language. Please see attached. Feel free to contact me if you need clarification on any of the points.

Phyllis

Dr. Phyllis C. Wiederhoeft

SUGGESTED CHANGES TO LAND ORDINANCE

1.7 (2)driveways SHALL be restricted

Rationale: slopes greater than 20% aren't really suited to building anyway plus protection of steep slopes should really be 12%.

1.8 (3) If the required escrow deposit is not made, the application SHALL be

Rationale: if no escrow is deposited, the application should be denied.

1.9 Fix the duplication.

1.10 (3) The Plan Commission SHALL

Rationale: the Town Board has ultimate responsibility for variances, not the Plan Commission, and therefore those requests shall be brought forth

1.11 The Town SHALL institute ...

Rationale: The wording in the paragraph up to this point has been SHALL. This is also a paragraph about Violations which the Town cannot, and should not, ignore.

2.4 c. ...The Applicant shall protect.

Rationale: Deleting the words "make every effort to" removes the vague wording that cannot be measured and is unenforceable.

...sound conservation practices.

Rationale: What are those? Whose standards are being used? Leaving that wording vague opens the door for no action being taken while discussion over which practices will be followed ensues.

Use the language that Bruce Allison suggested: ANSI A-300 STANDARDS AND ISA BEST MANAGEMENT PRACTICES.

3.1 (2) a. ...This narrative SHALL provide....impact SHALL also be provided.

b. ...May SHALL show

Rationale: The leading paragraph on concept plans: A concept plan IS required...and SHALL consist of the following. Therefore, the word SHALL overrides all the mays or shoulds that are in a. b. c. d. e. f.

3.3 (3) c. ...The Town Board SHALL not grant its approval....as required by law,...

Rationale: If something is required by law, the Board should help enforce those laws.

6.1 (2) ...The Applicant shall protect.

Rationale: Deleting the words "make all reasonable efforts to" removes the vague wording that cannot be measured and is unenforceable. Care for the environment

dictates that desirable vegetation must be retained to assist in the absorption of pollutants.

...sound conservation practices.

Rationale: What are those? Whose standards are being used? Leaving that wording vague opens the door for no action being taken while discussion over which practices will be followed ensues.

Use the language that Bruce Allison suggested: ANSI A-300 STANDARDS AND ISA BEST MANAGEMENT PRACTICES.

8.3 (1) c. iv. ...Delete the phrase "at the town's discretion"

Rationale: On what basis will this decision be made? How is this to be measured? Who's discretion?

the Applicant SHALL be required...

Rationale: Town staff as well as Board supervisors have raised concerns about management and operation of open spaces. Using the strong language of SHALL addresses those concerns so that there is sufficient funding and action to care for the open spaces, especially as time progresses and residents' memories fade about requirements for the HOA.

8.3 (3) ...Change all may (5 instances) to shall...the Town SHALL serve....the bond, if any, SHALL

Rationale: How else will the organization, residents and owners know about the failure to maintain? Failure to maintain is in violation of the ordinance and using SHALL demonstrates adherence to the ordinance.

10.1 (5)...the Town Board SHALL thereupon ...

Rationale: Specifying a time period can extend the opportunity for improvements to be made. Use of SHALL conveys that eventually the Town Board's patience may wear out and the building development leads to default.

10.3 (5) ...the Town engineer SHALL request

Rationale: The previous sentence requires the town staff to give two weeks' notice. Repeated use of SHALL moves the improvement requirement along towards completion.

There are other uses of may that should be changed to shall because otherwise, the words contradict each other. 10.3 (2) needs attention as well as (4) and (5).

From: [Caryl W Owen via Town of Verona, WI](#)
To: [Sarah Gaskell](#)
Subject: ToV Public 2/1/22 meeting on Draft Subdivision Development Ordinance
Date: Tuesday, February 1, 2022 8:39:33 PM

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Submitted on Tuesday, February 1, 2022 - 8:39pm
Submitted by anonymous user: 135.134.206.79
Submitted values are:

==Your Message Details:==

Subject: ToV Public 2/1/22 meeting on Draft Subdivision Development Ordinance

Message:

I'd like to know why Doug Maxwell wants the words "undeveloped state" removed from the page 8 definitions:

"(20) "Open Space" is land that is permanently set aside for outdoor recreational uses in an undeveloped state and may include grass areas, wooded areas, wetlands, streams, detention ponds, and berms. Open Space does not include roads but may include trails."

No rationale was offered and I see this as an open door to reduce wild woodlands, streams, wetlands, and prairies to lawns masquerading as open space.

I'd also like to concur with Dave Lonsdorf's opinion that a detention pond is not a recreational area.

Thank you.

==Your Contact Information:==

Name: Caryl W Owen

E-mail Address: weyrd1@earthlink.net

Phone Number: 6085750012

==Address:==

Street: 3030 Shady Oak Lane, Verona WI 53593

City: Verona

State: Wisconsin

Zipcode: 53593

The results of this submission may be viewed at:

<https://www.town.verona.wi.us/node/2/submission/86>

TOWN OF VERONA

TO: Plan Commission

DATE: February 10, 2022

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Town of Verona Stormwater Basin Inventory and Management Review

Stormwater management is generally defined as measures taken to reduce or minimize the negative impacts of runoff of rainwater or melted snow from land development activities. Stormwater management features generally consist of ditches, swales, culverts and/or piping systems with discharge to a waterway or a stormwater basin. Uncontrolled stormwater runoff can have adverse impacts on land and water. To mitigate these impacts, Dane County adopted an ordinance (Chapter 14) which requires a permit for specific land disturbing activities that occur in Dane County.

Background

Dane County began regulating stormwater for new developments in the 1970's. The 1972 Clean Water Act established standards for controlling pollution through permitting of industrial discharges. This process expanded in 1995, and again in 2002, to require larger municipalities to obtain permits for their Municipal Separate Storm Sewer System (also known as MS4). In 2021, Dane County updated their stormwater standards and requirements to include areas in unincorporated Dane County as well as municipalities without separate stormwater ordinances. The Town of Verona stormwater review and permitting is administered by Dane County through the Land and Water Resources Department. Stormwater review is done at no cost to the town but is funded through permit fees and the County general fund.

General Requirements

Dane County established various standards and regulations for stormwater management and control as well as soil erosion control, which are reviewed and approved by the Wisconsin Department of Natural Resources. Basically, the requirements for soil erosion control apply to any earth disturbance over 4,000 square feet, driveways more than 125 feet, land disturbance within 300 feet of a water body, filling of 400 cubic yards, or ditch or grass waterway disturbance in excess of 100 lineal feet. Stormwater control standards apply to any development that results in the addition of 20,000 square feet of impervious area, a plat, any new Certified Survey Map for commercial or industrial property, or land disturbance of greater than 4,000 square feet of commercial or industrial sites. Single and two-family homes are generally exempted from stormwater management permitting but can be subject to soil erosion control permitting.

Specific Design Requirements

Dane County has detailed requirements for the control of stormwater generated from development sites. Rainfall runoff is to be controlled for new development to maintain pre-development peak runoff rates for the 1, 2, 10, 100, and 200-year, 24-hour design storms. Some older detention basins may not be designed for larger storm events as they were built before the 100 and 200 yr. storm event threshold were law. The county also has standards for the infiltration of stormwater back to the groundwater based upon the soils and hydrology of

the area. Generally, new stormwater basins are required to infiltrate 90% of the predevelopment infiltration rate. Stormwater systems are also required to control stormwater contaminants such as oil and grease, suspended solids and sediment by 80%. Some basins are also required to provide thermal control, i.e., cooling of stormwater before it can be discharge into a receiving water body.

Other Features and Requirements

New stormwater basins that are permitted through Dane County require the posting of bonds for construction completion, completion of “as-built” drawings to verify size and condition, and the approval of a maintenance plan for stormwater basins and systems. Dane County Land and Water Resources Department is the enforcing agency for these plans.

Stormwater Facilities in the Town of Verona

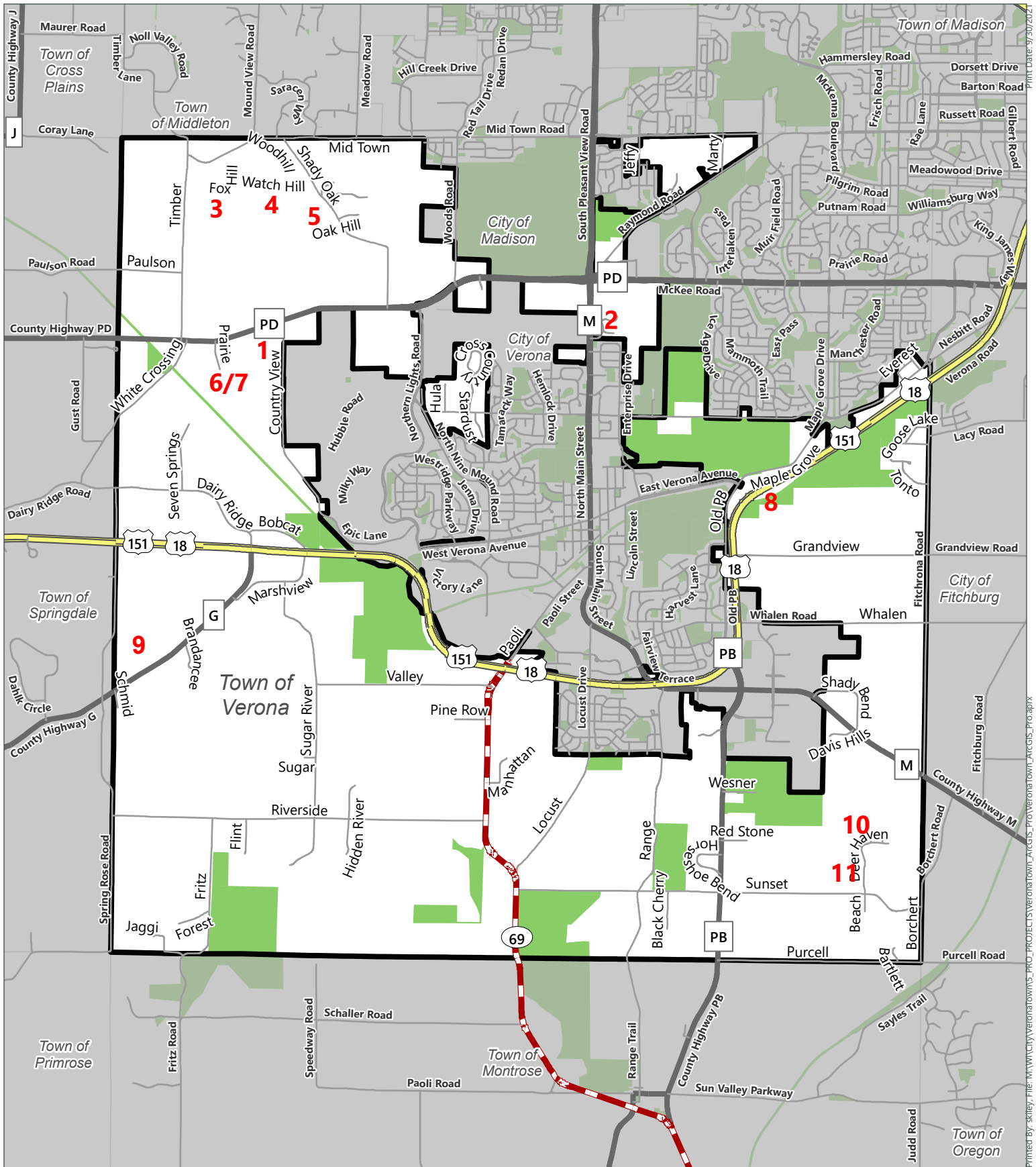
An inventory of stormwater facilities in the town indicates there are few true stormwater management facilities. Currently, there are 18 separate stormwater facilities in the town, chiefly located in neighborhoods developed after 2017. Developments prior to 2017 generally have ditch or swale control of stormwater and no formal stormwater control basins. Two public stormwater basins exist in the town. The Town of Verona Office/Garage site has the only basin under town ownership. The other public basin is located near the intersection of County Highway M and Stony Ridge and is owned and managed by the City of Verona. The other 16 stormwater systems are maintained by private Homeowner Associations or the property owner in accordance with their required Dane County maintenance plan. The attached sheet lists the stormwater basin inventory along with a map.

All the stormwater basins constructed in the town in the new neighborhoods of Deer Haven Estates, Fox Hill, Woods at Watch Hill, Driftless Ridge, Prairie Circle, and Twin Rock were built to the standard of the 100-year stormwater event and in some cases, the 200-year stormwater event.

At the time of this report, the total acreage of stormwater facilities in the Town is 12.87 acres or about 0.1% of the total acreage of the town.

Summary

The Town of Verona is well served by Dane County Land and Water Resources Department for the review, permitting, and enforcement of the County stormwater requirements. The rules and regulations necessary for a municipality under the Clean Water Act MS4 requirements are lengthy and complicated and require professional staff and management. Some of the older areas of the town were built well before the current stormwater quantity and quality standards were in place; but as new development occurs, current standards and construction practices place will abate any direct or indirect environmental impacts.



Data Sources:

- US Highway
- County Highway
- State Highway
- Local Roads

Town of Verona

Stormwater Facility Location Map

Dane County, WI



Print Date: 9/30/2021
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Town of Verona Stormwater Basins

No.	Type	Section	Location	Construction Year	Owner	Description	Area (ac)	Type	Overflow Discharge
1	Public	8	7669 CTH PD	2016	Town of Verona	Stormwater detention Basin for Town Facility	0.20	wet	south to Epic field
2	Public	10	Stony Ridge Circle	2019	City of Verona	Stormwater Retention for County Highway M - Maintained by the City of Verona	0.80	wet	west under CTH M
3	Private	5	Fox Hill Trail	2019	HOA	stormwater detention for Fox Hill	1.40	3 wet	south towards Sugar Creek Branch
4	Private	5	Watch Hill Ct	2017	HOA	stormwater detention for Woods at Watch Hill	0.20	wet	west towards Fox Hill
5	Private	5	Driftless Ridge Way	2018	HOA	stormwater detention for Driftless Ridge	0.60	2 wet	Badger Mill Creek
6	Private	7	Prairie Circle	2020	HOA	stormwater detention for extension of Prairie Circle neighborhood	2.00	wet	Sugar River Branch
7	Private	7	Prairie Circle	2020	HOA	Infiltration Basin	0.22	dry	none
8	Private	13	4201 Maple Grove Road	2021	Owner	stormwater detention for Madison/Verona Self Storage Business	1.00	dry	City of Madison pond
9	Private		Twin Rock	2021	HOA	stormwater detention for Twin Rock	4.30	2 dry	Sugar River Branch
10	Private	36	Deer Haven	2019	HOA	Bio Retention basins (Common Area)	1.70	2 dry	none
11	Private	36	Deer Haven	2019	HOA	Stormwater Basin for Deer Haven	0.45	3 dry	towards west
total							12.87	18	
total acreage of town							13,000.00		
stormwater facilities are 1% of total town acreage									



Passive Recreation- For the purposes of this planning report, passive recreation is defined as outdoor activities that do not require a developed setting or facilities to participate. Examples include bird watching, foraging, and hunting.

Policy- Policies are more specific statements that provide guidance for future park planning, development, management, and land acquisition decision making processes. The policies of the 2018-2023 Dane County Parks & Open Space Plan were updated by staff to reflect current park operation, planning, and land acquisition procedure and practices.

Priority- Priorities generally identify acquisition, planning, or preservation efforts that should always be a part of ongoing work programs throughout the course of a year. However, it should be noted that park acquisition, development, and management decisions are often based on funding opportunities, partnerships, and willing sellers rather than priority.

Silent Sports- For the purposes of this planning report, silent sports are generally defined as human-powered recreation activities that have little to no impact on the surrounding environment. Examples include snowshoeing, hiking, kayaking.

Universal Design- Universal design is a broader concept that is defined as the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Sidewalks with curb cuts and doors that automatically open when a person moves near them are examples of universally designed products. They benefit people with disabilities, parents with baby strollers, delivery workers, and others. Human characteristics considered in universal designs may include age, gender, stature, race/ethnicity, culture, native language, and learning preference.