



## MEETING OF TOWN OF VERONA PLAN COMMISSION

Thursday February 17, 2022 6:30 p.m.  
Town Hall Community Room  
7669 County Highway PD, Verona WI

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 February 17<sup>th</sup>, 2022
4. Discussion and Possible Action: Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for Preliminary Plat and Declaration of Covenants Approval (parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total)).
5. Discussion and Possible Action Site approval for Final Phase of construction for the Madison-Verona Self Storage facility located at 4201 Maple Grove Road, submitted by Jamie and Cameron Lindau
6. Discussion and Possible Action: Lane Use Application 2022-01 submitted by Nathan Lockwood on behalf of Epic Systems for a rezone of parcels 062/0608-092-9152-0 and 062/0608-081-9901-7 from AT-35 to RI
7. Staff Report: Annual Town Meeting; City of Madison Shady Wood Neighborhood Plan; Dane County ZLR Committee updates
8. Chair Updates

## 9. Other

## 10. Next Meeting: April 21st, 2022

## 11. Adjourn

Per Resolution 2016-2 agendas are posted at the Town Hall and online at [www.town.verona.wi.us](http://www.town.verona.wi.us). Go to [www.town.verona.wi.us](http://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: 03/11/2022, Douglas Maxwell, Chair, Town of Verona Plan Commission

## Town of Verona Plan Commission Meeting Minutes

Thursday, February 17, 2022

6:30pm Zoom meeting

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

Staff: Sarah Gaskell, Administrator

Other: Susan Pigorsch, Hans Pigorsch, Mark Geller, Noa Prieve, Lee and Becky Stilwell, Jim Wiederhoeft, Bret Saalsaa, Jeff Schleicher, David Schleicher, Steve Hoyer

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 – Mark Geller thanked the Commission for their work over these last few years and asked for input on the Draft 2050 Regional Development Framework Report.
3. Approval of Minutes from January 20th, 2021 Plan Commission Meeting; Motion to approve by Miller, second by Paul. Motion carried 5-0.
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)).
  - a. Staff summary: Preliminary Plat has not changed. Driveway access agreement and Covenants reviewed by Town attorney with no notable edits.
  - b. Public Comments: Hans Pigorsch asked which Plat map was correct as the County had an incorrect one in their materials
  - c. Motion to recommend approval of Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive, for approval of the Final Plat (parcel number 062/060-364-8990-2 (20.3-acres)) by Maxwell, second by Paul with the following conditions:
    - i. Add note referencing shared driveway access agreement for Sunset Drive driveway
    - ii. Deed restriction limiting residences to single-family homes
    - iii. Remove note 7 as it no longer applies
  - d. Motion to recommend approval of Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive Declaration of Covenants (parcel number 062/060-364-8990-2 (20.3-acres)) by Paul, second by Miller with the following conditions:
    - i. Article 9.2: Remove reference to specific Town of Verona Dark Sky Ordinance
    - ii. Article 9.2 b: add Accessory buildings must be placed within the building envelopes as approved on the Plat Map. (or similar language)
    - iii. Article 10 – remove the reference to 2.5Motion carried 5-0 on a voice vote.
5. Discussion and Possible 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).
  - a. Public Comments - none
  - b. Commissioner Comments – discussion included request for City of Verona staff input per the Boundary Agreement; daycare restriction

- c. Motion to recommend approval of Land Use Application 2020-10 submitted by Twin Rock LLC for approval of the Final Plat for Dairy Ridge Heights near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809) by Paul, second by Slack. Motion carried by voice vote 4-0-1 with Miller abstaining.
  - d. Motion to recommend approval of Land Use Application 2020-10 submitted by Twin Rock LLC for approval of the Declaration of Covenants and Development Agreement for Dairy Ridge Heights near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809) by Paul, second by Mathies subject to the following conditions:
    - i. Revisions of the documents to include comments and edits from the Town's Attorney and the Plan CommissionMotion carried by voice vote 4-0-1 with Miller abstaining from the discussion and vote.
6. Discussion and Possible Action: Recommend Approval of Adoption of the Town of Verona Draft Land Division and Development Ordinance
- a. Public Comment - none
  - b. Commissioner comments – The document was edited to include commissioner comments and suggestions with respect to comments received at the Public Hearing and from the Town Board. Each suggestion was carefully reviewed, and a consensus reached. This included all suggestions of changing “may” to “shall”. Staff provided comments from language used in Land Division and Development Ordinances used by adjacent Towns. Motion of recommend approval of Adoption of the Town of Verona Draft Land Division and Development Ordinance by Slack, second by Miller. Motion carried on voice vote, 5-0.
7. Next Meeting: Thursday March 17th, 2022 in person
8. Adjourn – 9:35 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](http://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. A pre-application meeting or initial review should be scheduled with Town Staff and/or Plan Commission Chair if you have any questions or concerns and to determine the fees associated with the application.

Proposed land use change for (property address/legal description): WARREN & MARY ANN OLSEN  
6466 SUNSET DRIVE

Please check all that apply:

- comprehensive plan amendment – please see specific submittal requirement
- rezone petition
  - current zoning category RR-2
  - new zoning category MFR-08
- conditional use permit
  - conditional use requested \_\_\_\_\_
- certified survey map
- preliminary plat (CONDO PLAT)
- final certified survey map
- concept plan
- site plan
- request for Town road access

Property Owner Phone 845-7972

Address 6466 SUNSET DR. E-Mail WOLSEN@CHARUS.NET

Applicant, if different from the property owner RONALD R. KLAAS, D'ONOFRIO KOTKE

Applicant's Phone (608) 833-7530 E-mail RKLAAS@DONOFRIO.CC

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 \_\_\_\_\_  
to act as my agent in the application process for the above indicated land use change.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Description of Land Use Change requested: (use reverse side if additional space is needed)

4 UNIT CONDOMINIUM PLAT TO CREATE 3 ADDITIONAL  
HOME SITES

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

Applicant Signature [Signature] Date 11-12-21

Print Name RONALD R KLAAS

**RETURN COMPLETED APPLICATION TO MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:**  
Sarah Gaskell, Administrator, Town of Verona  
7669 County Highway PD, Verona, WI 53593  
[sgaskell@town.verona.wi.us](mailto:sgaskell@town.verona.wi.us)  
(608) 845-7187

**OFFICE USE ONLY**  
Application # \_\_\_\_\_  
Fee \_\_\_\_\_  
Paid by \_\_\_\_\_  
Date \_\_\_\_\_ Check # \_\_\_\_\_  
Receipt # \_\_\_\_\_

**6466 Sunset Drive**

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**Summary:** The applicant is seeking approval for a Condo Plat for parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2 and 062/0608-361-9100-7. The plat would create four units of approximately 5.4, 5.4, 3.6 and 3.6 acres in size, all zoned MFR-08.

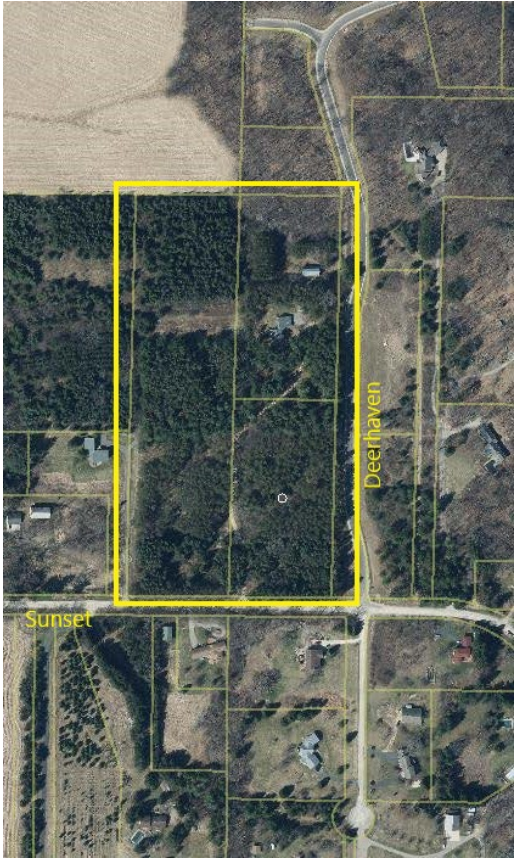
**Property Owner:** Olsen Trust

**Property Addresses:** 6466 Sunset Drive

**Applicant:** Ron Klass,  
D’Onfrio Kottke and Associates

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**Location Map**



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**Comprehensive Plan Guidance:**

The density of this area is Residential RR 2-4 acres, so 1 house per 2-4 acres. The parcel is currently in Metes and Bounds so a rezone is required.

**Current and Proposed Zoning:** The current zoning is RR 2. The new zoning would be MFR-08 for each unit because the parcel is a proposed condominium. Currently 21 acres, the total parcel would consist of 4 units of similar sized acreages. MRF-08 zoning change was approved by Dane County ZLR Committee on February 2022.

**Extra-territorial Review/Boundary Agreement Authority:** This parcel is in Area C of the boundary agreement with the City of Verona and 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 AT-35, RR-2 and MFR-08. The parcel is adjacent to the Deer Haven subdivision.

**Site Features:** The site features woodlands and a residence and numerous sheds. The topography is slightly varied. There is a driveway that provides access from Sunset Road to the residence located in the northeast part of the parcel.

**Driveway Access:** It is anticipated that driveway access for all of the units will remain unchanged. Units 1, 2, 3 and 4 will share the existing driveway via a shared common element.

**Other:** 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. All of the lands proposed for the rezone are currently in Managed Forest Land, until December 31, 2022. The rezone will result in the early withdrawal of this parcel and the applicant is aware of this.

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

- Access to Sunset Drive be accomplished by designating the shared driveway as a common element.
- Development Agreement approval
- Declaration of Covenants approval
- Final Plat approval
- Deed restriction for single-family residences be filed with County
- Dedication of ROW on Sunset to the public via deed
- Consideration of a building envelope
- Provide a turnout on shared driveway for emergency vehicles
- Removal of trees and shrubs to provide for an appropriate vision triangle on Sunset Dr.

# PRELIMINARY

## SUNSET DRIVE PINES A CONDOMINIUM PLAT

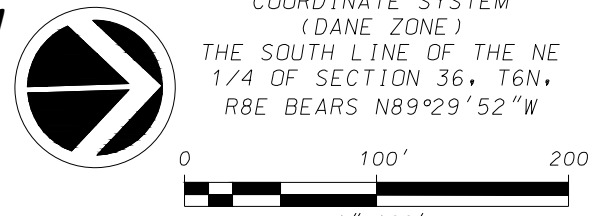
LOCATED IN THE SE1/4 OF THE NW1/4 AND THE SW1/4 OF THE NE1/4  
OF SECTION 36, T6N, R8E,  
TOWN OF VERONA, DANE COUNTY, WISCONSIN

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

- LEGEND**
- PLACED 3/4"X18" IRON REBAR (WT=1.5 LBS/FT)
  - FOUND 3/4" IRON REBAR
  - ⊙ FOUND 1" IRON PIPE
  - ⊙ FOUND 1/2" IRON PIPE
  - ( ) "RECORDED AS" INFORMATION

Building Setbacks (in feet)

Unit Number	NORTH	SOUTH	EAST	WEST
1	50	100	50	50
2	50	100	50	50
3	50	50	50	50
4	50	50	50	50



**LEGAL DESCRIPTION**

A parcel of land located in the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit: Commencing at the East 1/4 corner of said Section 36; thence N89°29'52"W, 2292.80 feet along the South line of said NE1/4; thence N00°47'27"E, 33.00 feet to a point on the North right-of-way line of Sunset Drive, also being the point of beginning; thence N89°29'52"W, 322.64 feet along said North right-of-way line; thence N89°30'09"W, 326.28 feet along said North right-of-way line to a point on the East line of Lot 2, Certified Survey Map No. 12066; thence N01°09'44"E, 1275.28 feet along the East line of Lot 2, Certified Survey Map No. 12066 and the Northerly extension thereof to point on the North line of said SE 1/4 of the NW 1/4; thence S89°31'27"E, 321.14 feet to the Southeast corner of said Unit 3, Deer Haven Estates Condominium; thence S89°43'03"E, 319.52 feet to the Southeast corner of said Unit 3; thence S00°47'27"W, 1276.56 feet along the West line of Deer Haven Trail and the Southerly extension thereof to the point of beginning. Containing 822,482 square feet (18.882 acres).

**SURVEYOR'S CERTIFICATE**

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, hereby certify that the plat hereon is prepared in accordance with Wisconsin Statutes, Section 703.11 and is a correct representation of the condominium described. I further certify that such map correctly represents all exterior boundaries and that the locations of each unit and the common elements can be determined from the plat.

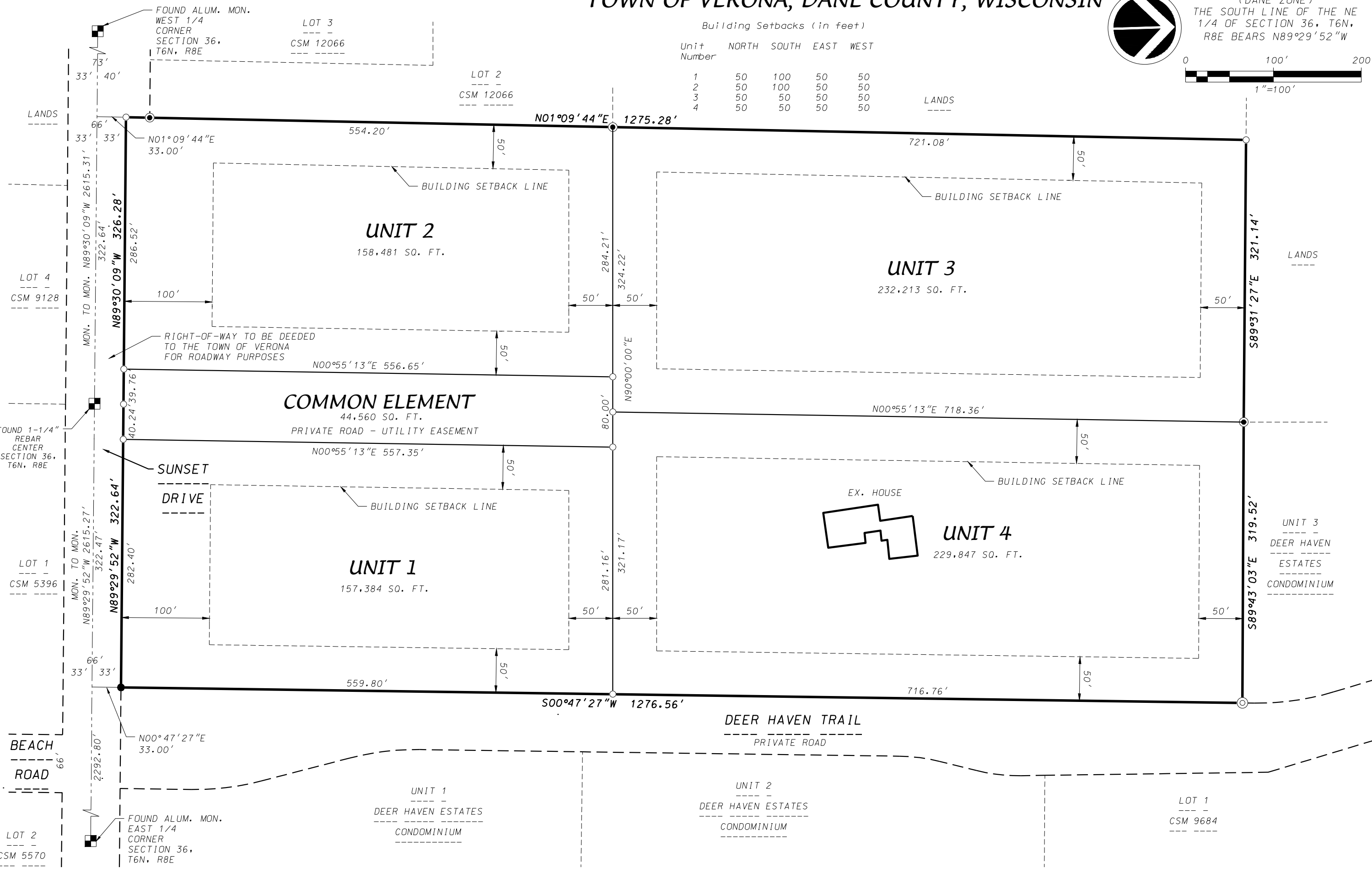
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**REGISTER OF DEEDS CERTIFICATE**

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Volume \_\_\_\_\_ of Condominium Plats on Pages \_\_\_\_\_ as Document Number \_\_\_\_\_.

Kristi Chiebowski, Dane County Register of Deeds

**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
7530 Westward Way, Madison, WI 53717  
Phone: 608.833.7530 • Fax: 608.833.1089



BEACH ROAD

LOT 2  
CSM 5570

LOT 1  
CSM 5396

LOT 4  
CSM 9128

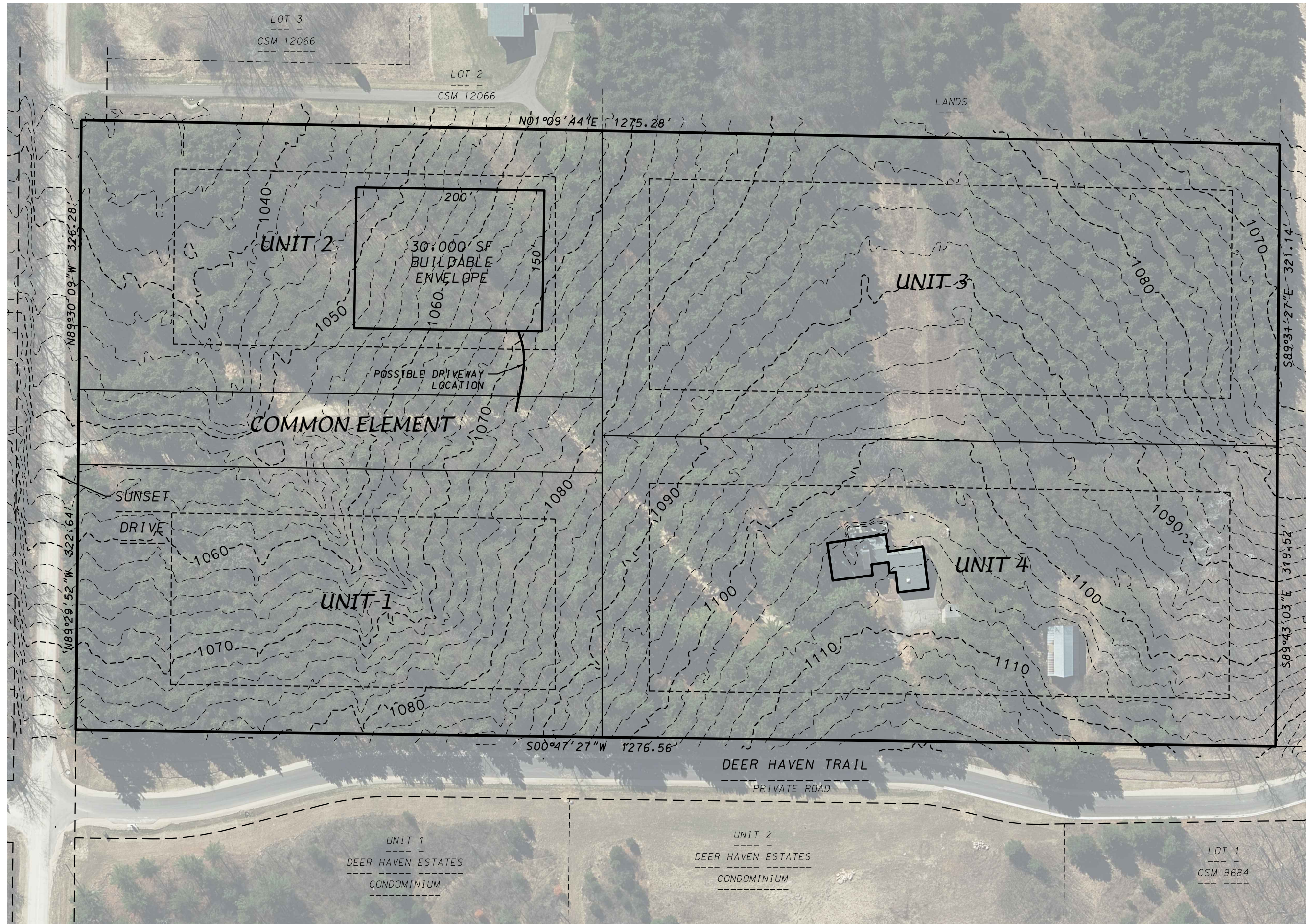
LANDS

Dane County Planning and Development

**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**

7530 Westward Way, Madison, WI 53717  
Phone: 608.833.7530 • Fax: 608.833.1089





**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
 7530 Weyward Way, Madison, WI 53717  
 Phone: 608.856.7530 • Fax: 608.856.1089  
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

BUILDING ENVELOPE EXHIBIT

**SUNSET DRIVE PINES CONDOMINIUM**

LOCATED IN THE SE1/4 OF THE NW1/4 AND THE SW1/4 OF THE NE1/4  
 OF SECTION 36, T6N, R8E,  
 TOWN OF VERONA, DANE COUNTY, WISCONSIN

GRID NORTH  
 WISCONSIN COUNTY  
 COORDINATE SYSTEM  
 (DANE ZONE)

SCALE: 1" = 100'

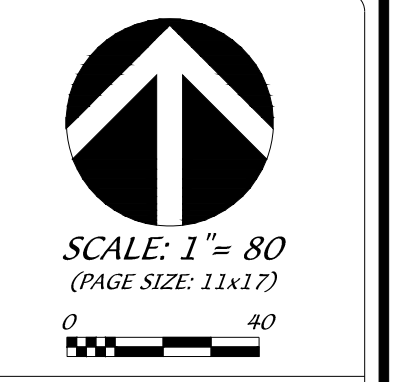
DATE: 03-10-22  
 REVISED:

FN: 18-02-151  
 Sheet Number:  
 1 of 1



**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
 7530 Westward Way, Madison, WI 53717  
 Phone: 608.833.7530 • Fax: 608.833.1089  
**YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT**

*EXHIBIT*  
**OLSEN CONDOMINIUM**  
 TOWN OF VERONA, DANE COUNTY, WISCONSIN

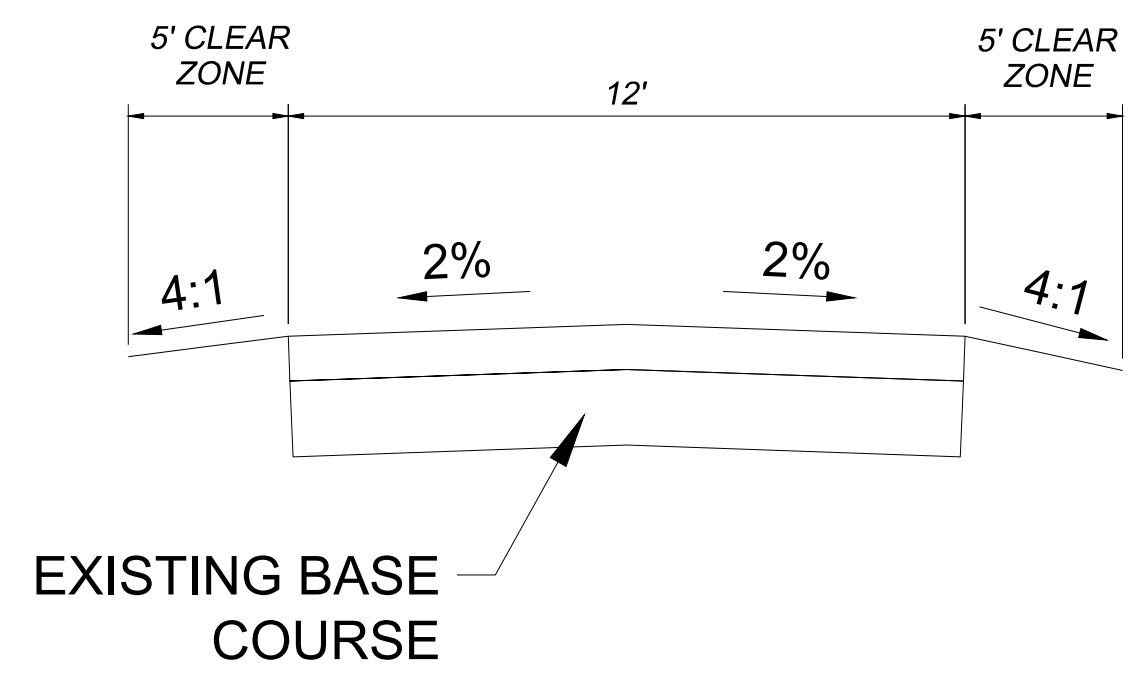


DATE: 02/08/2022  
 REVISED:

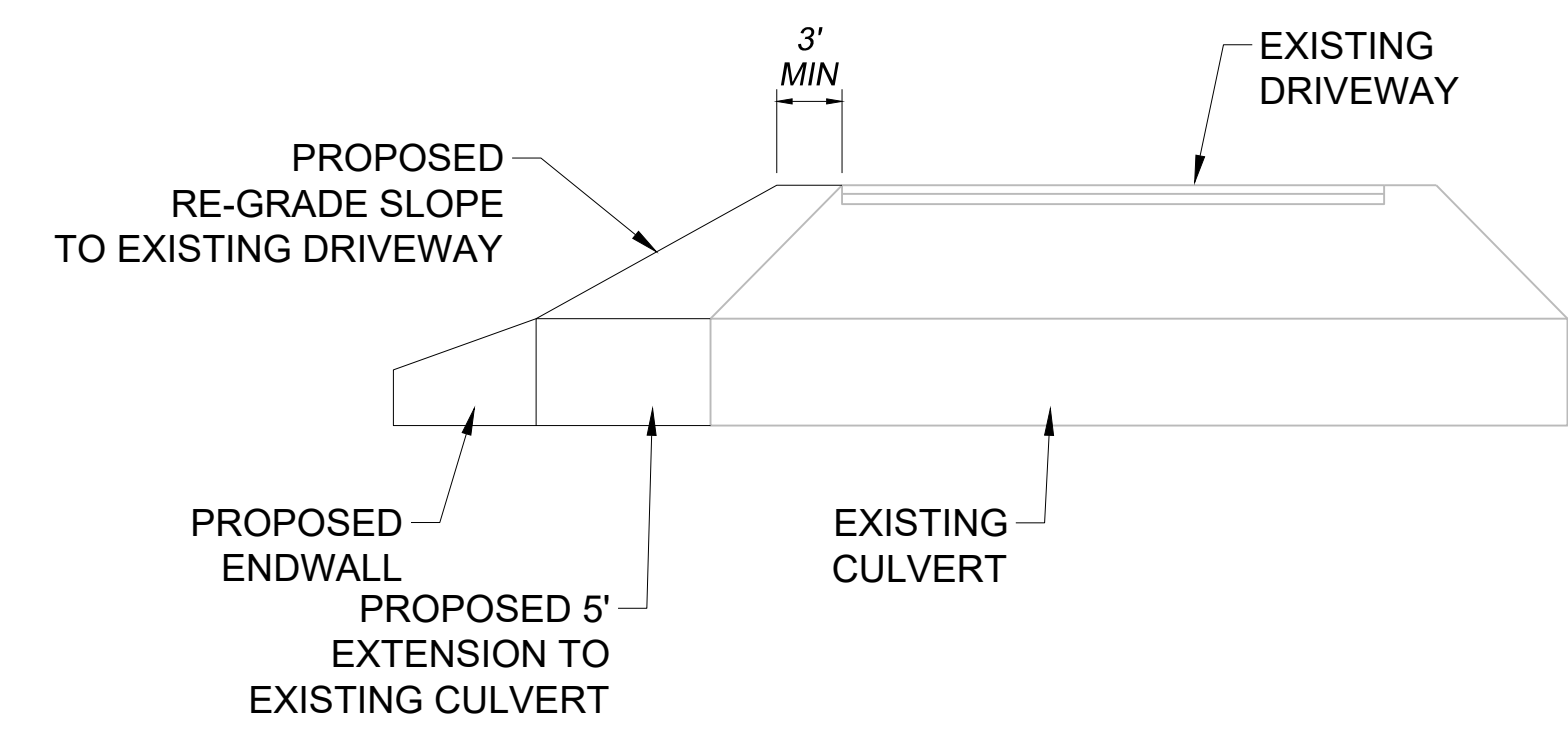
DRAWN BY: ATF  
 FN: 18-02-151  
 Sheet Number:  
 C-2

**GENERAL NOTES**

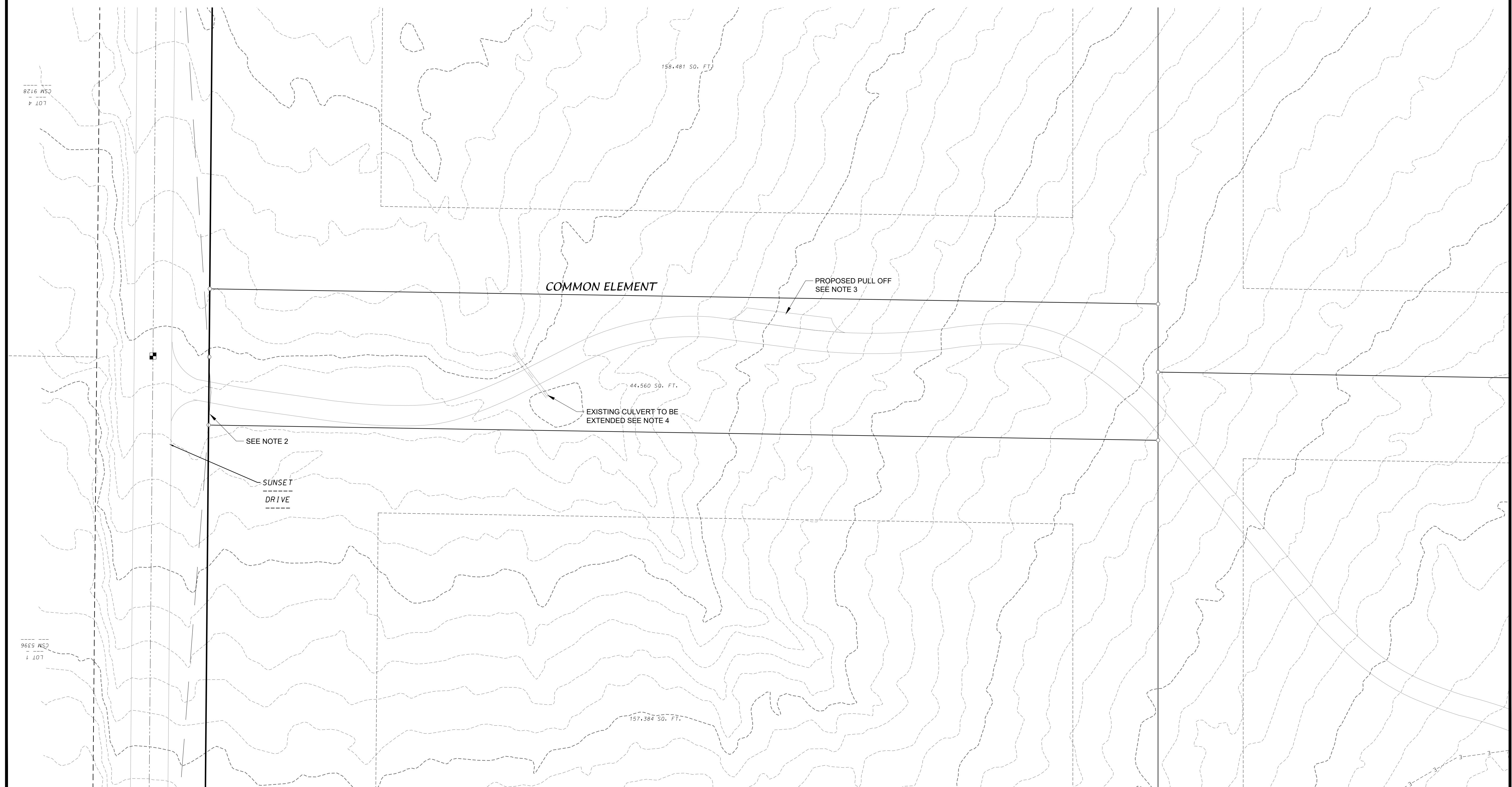
1. TREES AND BRUSH TO BE REMOVED AS NEED TO FACILITATE 14' MINIMUM CLEAR SPACE ABOVE HIGH POINT OF DRIVE.
2. TREES AND BRUSH TO BE REMOVED AS NEED AT OPENING OF DRIVEWAY TO MAINTAIN INTERSECTION SIGHT DISTANCE, REFER TO EXHIBIT.
3. PULL OFF TO BE 8' WIDE AND 50' LONG CONSTRUCTED OF 6-INCHES COMPACTED 3-INCH DIAMETER BASE COARSE OVERLAID WITH 6-INCHES COMPACTED 1 1/4 TO 1 1/2 INCH GRAVELS AND FINES.
4. DOWNSTREAM END OF EXISTING CULVERT TO BE EXTENDED BY 5' AND ENDWALL ADDED. EXTENSION TO MATCH SIZE AND MATERIAL OF EXISTING CULVERT. ENDWALL TO BE BACKFILLED SUCH THAT IT SLOPES TO THE EXISTING DRIVEWAY AND PROVIDES MIN 3' CLEAR ZONE FROM EDGE OF GRAVEL.



TYPICAL EXISTING DRIVEWAY CROSS SECTION  
 NTS



CULVERT EXTENSION CROSS SECTION  
 NTS



**SUNSET DRIVE PINES**

*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

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 DRIVE PINES 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 Olsen 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.

**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 Drive Pines*”. The Condominium’s principal address is 6466 Sunset Drive, 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, 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.

2.5 Purpose / Restrictions. The Condominium building and the Units may be used for any purposes subject to recorded deed restrictions and applicable zoning ordinances.

**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 municipality, 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 SHARED DRIVEWAY.**

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. **As of the recording of this Declaration, there are no limited common elements. Accordingly, this section 4.3 would only be applicable if the condominium is amended in the future to include limited common elements.**

## 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 DRIVE PINES CONDOMINIUM ASSOCIATION*”. 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 SHARED DRIVEWAY.**

## **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. 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.

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.

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, lot drawing 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 accessory building(s) so long as they comply with all applicable governmental zoning and land use regulations, and this Declaration. All buildings on the Unit shall conform with the setback requirements shown on the plat, and shall be within a 30,000 sf buildable envelope Each single family residential building:
  - (i) shall not exceed two stories in height above basement or foundation level.
  - (ii) shall have a minimum of 1500 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 and is placed within the 30,000 sf buildable envelope.
- (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.* Mail delivery and pick up for all units is located on Sunset Drive. Each Unit will be responsible for its share of mailbox expense and maintenance.

## **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 within this Declaration that pertain 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 Warren Olsen, 6466 Sunset Drive, 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.

**OLSEN TRUST**

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  )SS.  
COUNTY OF DANE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, Trustee of the Olsen 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*

**EXHIBIT B**  
Condominium Plat  
*See attached*



State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Warren G. Olsen and Mary Ann K. Olsen, as Trustees of Olsen Trust dated October 19,1993

(Grantor," whether one or more), and The Town of Verona, a Wisconsin Municipal Corporation

(Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Dane County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

A parcel of land located in the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit: Commencing at the East 1/4 corner of said Section 36; thence N89°29'52"W, 2292.80 feet along the South line of said NE1/4 to the point of beginning; thence N89°29'52"W, 322.47 feet along said South line to the Center of said Section 36; thence N89°30'09"W, 326.67 feet along the South line of said NW1/4; thence N01°09'44"E, 33.00 feet to a point on the North right-of-way line of Sunset Drive; thence S89°30'09"E, 326.28 feet along said North right-of-way line; thence S89°29'52"E, 322.64 feet along said North right-of-way line; thence S00°47'27"W, 33.00 feet to the point of beginning.

Recording Area

Name and Return Address

062/0608-361-9190-9 and 062/0608-362-9500-2

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not)

The purpose of this Deed is to dedicate the above-described real property to the Town of Verona for Right of Way purposes.

Dated

(SEAL) \* Warren G. Olsen, Trustee (SEAL)

(SEAL) \* Mary Ann K. Olsen, Trustee (SEAL)

AUTHENTICATION

Signature(s) authenticated on

ACKNOWLEDGMENT

STATE OF WISCONSIN ) ) ss. COUNTY )

\* TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)

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.

THIS INSTRUMENT DRAFTED BY:

\* Notary Public, State of Wisconsin My Commission (is permanent) (expires: )

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

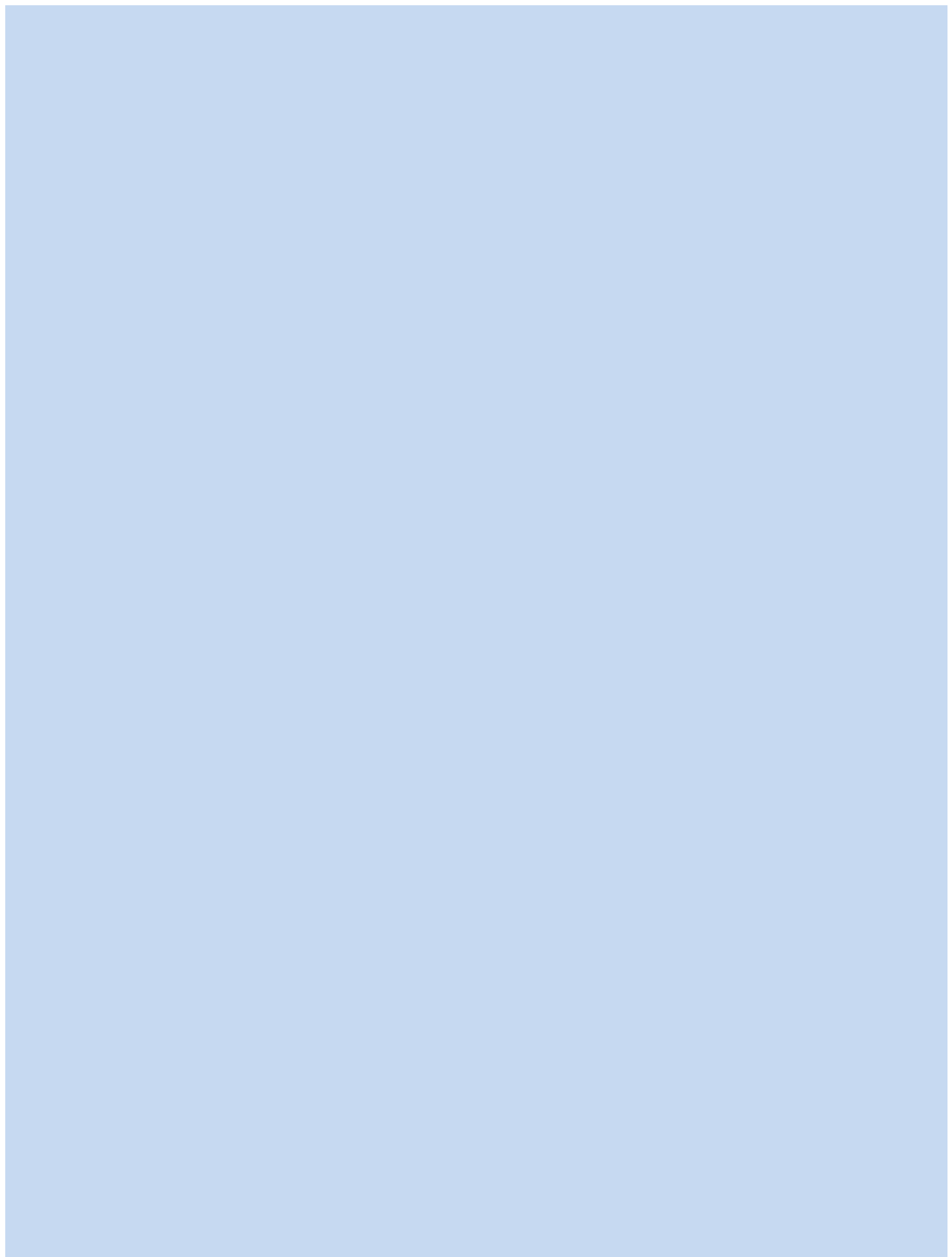
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

\* Type name below signatures.



February 2022

Cameron and I would like to request that we change our site plan to do the following (plan enclosed)

1. We want to pour foundations throughout the entire facility. This means we want to not put the RV units where we had them originally approved.
  - a. The reason for this is because we are doing better than I thought we would and I do not want to put blacktop on site that I may regret in a year or two.
  - b. This is why we did not finish and park RV's on the site this fall.
2. We would like to move the RV units to the east. These RV units are planned to be temporary until we know we can fill buildings in their spots.
3. We do not plan to change the building layouts towards the east. I still plan to get all the appropriate approvals for the building but just pour the slabs.
4. We will then park the RV's temporarily on the concrete until we feel we can fill them with regular enclosed units. We will then remove the RV's at that time.
  - a. No RV's will go on the site until the concrete is installed
5. I would like to get this on the schedule so that we could pour these building foundations in the spring or summer.

I talked to Doug Maxwell on this and he said to send you the plan and you guys will figure out the appropriate way in which to get this done

REVISION	by
5/10/21	MGU
6/22/21	KM
7/27/21	JSB

# PHASE #1

## UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED	
AC	5 x 5	6	2.4	150	Y	
B	5 x 10	18	7.3	900	N	
BC	5 x 10	4	1.6	200	Y	
CC	5 x 15	2	0.8	150	Y	
PC	7 x 7	1	0.4	49	N	
IC	10 x 5	6	2.4	300	Y	
D	10 x 10	28	11.3	2800	N	
DC	10 x 10	24	9.7	2400	Y	
F	10 x 15	28	11.3	4200	N	
EC	10 x 15	32	12.9	4800	Y	
F	10 x 20	20	8.1	4000	N	
FC	10 x 20	32	12.9	6400	Y	
GC	10 x 25	2	0.8	500	Y	
H	10 x 30	4	1.6	1200	N	
HC	10 x 30	12	4.8	3600	Y	
OC	10 x 7	5	2.0	350	N	
W	12 x 15	2	0.8	360	N	
Y	12 x 25	2	0.8	600	N	
L	12 x 30	10	4.0	3600	N	
LC	12 x 30	5	2.0	1800	Y	
P	12 x 40	5	2.0	2400	N	
SQ.FT. NON-INSULATED				20459		
SQ.FT. INSULATED				20300		
TOTAL				248	100	40759

# PHASE #2

## UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED	
AC	5 x 5	2	1.0	50	Y	
B	5 x 10	12	6.3	600	N	
BC	5 x 10	3	1.6	150	Y	
IC	10 x 5	2	1.0	100	Y	
D	10 x 10	31	16.2	3100	N	
DC	10 x 10	10	5.2	1000	Y	
E	10 x 15	40	20.9	6000	N	
EC	10 x 15	12	6.3	1800	Y	
F	10 x 20	32	16.8	6400	N	
FC	10 x 20	22	11.5	4400	Y	
GC	10 x 25	3	1.6	750	Y	
HC	10 x 30	1	0.5	300	Y	
L	12 x 30	10	5.2	3600	N	
P	12 x 40	10	5.2	4800	N	
PC	14 x 50	1	0.5	700	Y	
SQ.FT. NON-INSULATED				24500		
SQ.FT. INSULATED				9250		
TOTAL				191	100	33750

# PHASE #3

## UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET		
B	5 x 10	68	26.2	3400		
D	10 x 10	23	8.8	2300		
E	10 x 15	68	26.2	10200		
F	10 x 20	82	31.5	16400		
K	10 x 40	1	0.4	400		
V	12 x 10	4	1.5	480		
Q	12 x 20	5	1.9	1200		
L	12 x 30	4	1.5	1440		
P	12 x 40	5	1.9	2400		
TOTAL				260	100	38220

## PARKING - UNIT MIX

LABEL	UNIT SIZE	# UNITS	SQ. FEET
P-1	12 x 30.0	6	2160.0
P-2	12 x 40.0	37	17760.0
TOTAL		43	19,920.0

☼ LIGHTS ALL ON MOTION SENSORS

\* NO ADDITIONAL SIGNAGE ON PHASE #2 & PHASE #3

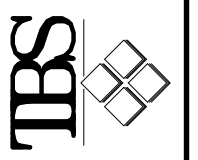
# TOTAL SITE

## UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED	
AC	5 x 5	8	1.1	200	Y	
B	5 x 10	98	14.0	4900	N	
BC	5 x 10	7	1.0	350	Y	
CC	5 x 15	2	0.3	150	Y	
IC	10 x 5	8	1.1	400	Y	
D	10 x 10	82	11.7	8200	N	
DC	10 x 10	34	4.9	3400	Y	
E	10 x 15	136	19.5	20400	N	
EC	10 x 15	44	6.3	6600	Y	
F	10 x 20	134	19.2	26800	N	
FC	10 x 20	54	7.7	10800	Y	
GC	10 x 25	5	0.7	1250	Y	
H	10 x 30	4	0.6	1200	N	
HC	10 x 30	13	1.9	3900	Y	
K	10 x 40	1	0.1	400	N	
OC	10 x 7	5	0.7	350	N	
V	12 x 10	4	0.6	480	N	
W	12 x 15	2	0.3	360	N	
Q	12 x 20	5	0.7	1200	N	
Y	12 x 25	2	0.3	600	N	
L	12 x 30	24	3.4	8640	N	
LC	12 x 30	5	0.7	1800	Y	
P	12 x 40	20	2.9	9600	N	
PC	14 x 50	2	0.3	1400	Y	
SQ.FT. NON-INSULATED				83130		
SQ.FT. INSULATED				30250		
TOTAL				699	100	113380



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PROPOSED MINI-STORAGE SYSTEM for:  
 CAMERON LINDAU  
 TOWN OF VERONA, WI

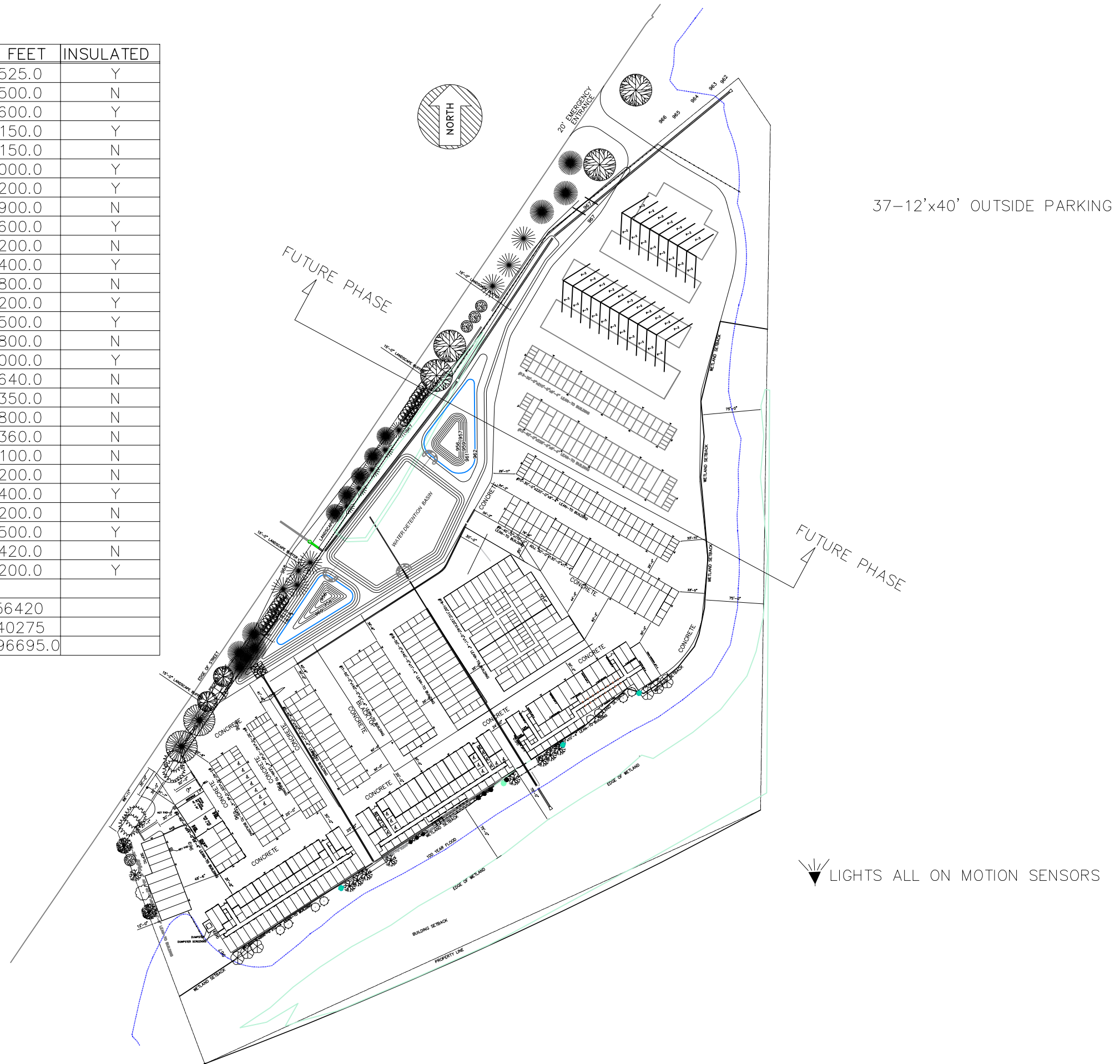
Date	10/23/19
Drawn by	KM
Checked by	
Scale	1" = 60'-0"
Plan No.	P-52104
Sheet No.	

# SITE PLAN

# UNIT MIX

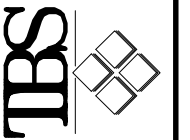
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AC	5 x 5	21	3.6	525.0	Y
B	5 x 10	30	5.2	1500.0	N
BC	5 x 10	12	2.1	600.0	Y
CC	5 x 15	2	0.3	150.0	Y
SC	5 x 7.5	4	0.7	150.0	N
IC	10 x 5	20	3.4	1000.0	Y
MR	10 x 5	4	0.7	200.0	Y
D	10 x 10	69	11.9	6900.0	N
DC	10 x 10	46	7.9	4600.0	Y
E	10 x 15	68	11.7	10200.0	N
EC	10 x 15	36	6.2	5400.0	Y
F	10 x 20	64	11.0	12800.0	N
FC	10 x 20	46	7.9	9200.0	Y
GC	10 x 25	10	1.7	2500.0	Y
H	10 x 30	16	2.8	4800.0	N
HC	10 x 30	20	3.4	6000.0	Y
JC	10 x 32	2	0.3	640.0	N
OC	10 x 7	5	0.9	350.0	N
AZC	10 x 7.5	24	4.1	1800.0	N
W	12 x 15	2	0.3	360.0	N
Y	12 x 25	7	1.2	2100.0	N
L	12 x 30	20	3.4	7200.0	N
LC	12 x 30	15	2.6	5400.0	Y
P	12 x 40	15	2.6	7200.0	N
PC	14 x 50	5	0.9	3500.0	Y
MC	14 x 30	1	0.2	420.0	N
TC	7.5x 10	16	2.8	1200.0	Y

SQ.FT. NON-INSULATED	56420
SQ.FT. INSULATED	40275
<b>TOTAL</b>	<b>96695.0</b>



REVISION	By
5/10/21	MGU
6/22/21	KM
7/27/21	JSB
9/23/21	MGU

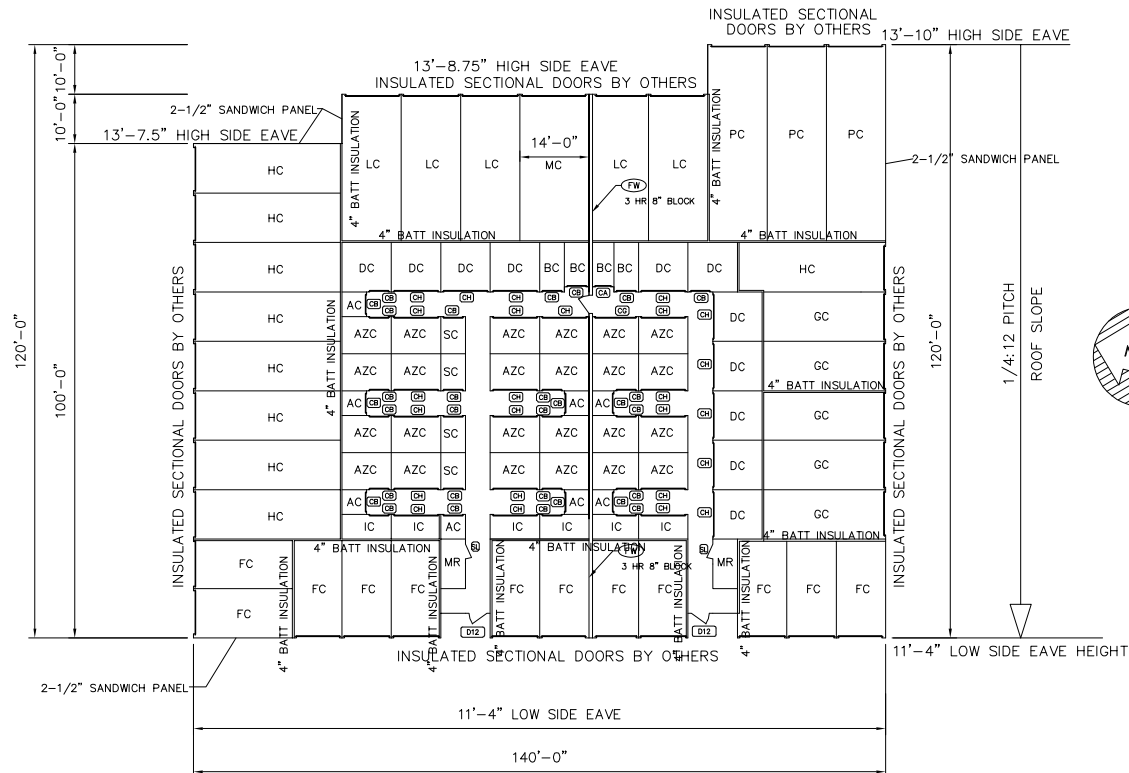
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PROPOSED MINI-STORAGE SYSTEM for:  
 CAMERON LINDAU  
 TOWN OF VERONA, WI  
 Sheet Title  
 SITE PLAN

Date	10/23/19
Drawn by	KM
Checked by	
Scale	1" = 60'-0"
Plan No.	P-52104
Sheet No.	

**SITE**



DOOR SCHEDULE								
QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION		COLOR
1	CA	ROLL-UP	3'-0" x 7'-0"	3'-0" x 7'-0"	TRAC-RITE/eq.	CORRIDOR ROLL-UP DOOR		COLORED ..
30	CB	ROLL-UP	3'-8" x 7'-0"	3'-8" x 7'-0"	TRAC-RITE/eq.	CORRIDOR ROLL-UP DOOR		COLORED ..
1	CG	ROLL-UP	8'-0" x 7'-0"	8'-0" x 7'-0"	TRAC-RITE/eq.	CORRIDOR ROLL-UP DOOR		COLORED ..
25	CH	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRAC-RITE/eq.	CORRIDOR ROLL-UP DOOR		COLORED ..
2	D12	SWING	4'-0" x 7'-0"	4'-4" x 7'-2"	PDL/equiv	DOOR, LEVER/PANIC, 30x30 LITE, CLOSER, LG		..
2	SL	SWING	3'-0" x 7'-0"	3'-0" x 7'-0"	TRACHTE	FLUSH PANEL LOUVERED SWING DOOR		COLORED ..

ROLL-UP DOORS MEET ASTM E330  
PDL DOORS - PRIMER COAT ONLY

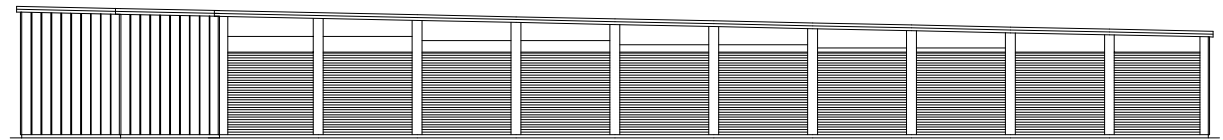
DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES



### UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED
AC	5 x 5	8	8.5	200.0	Y
BC	5 x 10	4	4.3	200.0	Y
SC	5 x 7.5	4	4.3	150.0	N
IC	10 x 5	6	6.4	300.0	Y
MR	10 x 5	2	2.1	100.0	Y
DC	10 x 10	11	11.7	1100.0	Y
FC	10 x 20	12	12.8	2400.0	Y
GC	10 x 25	5	5.3	1250.0	Y
HC	10 x 30	9	9.6	2700.0	Y
AZC	10 x 7.5	24	25.5	1800.0	N
LC	12 x 30	5	5.3	1800.0	Y
PC	12 x 40	3	3.2	1440.0	N
MC	14 x 30	1	1.1	420.0	N
				SQ.FT. NON-INSULATED	3810
				SQ.FT. INSULATED	10050
TOTAL		94	100	13860.0	

#19 - 100'0" x 30'0" adj. 110'0" x 74'0" adj. 120'0" x 36'0" x 11'-4" 1/4:12 PITCH LEAN-TO BUILDING SYSTEM



END WALL ELEVATION FROM MAPLE GROVE DIVE

### "NOTICE"

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS. COMPLETE THE FOLLOWING:

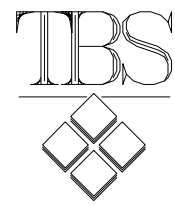
- \_\_\_ APPROVED - RELEASE FOR FABRICATION
- \_\_\_ APPROVED AS NOTED - RELEASE FOR FABRICATION
- \_\_\_ NOT APPROVED - REVISE AND RESUBMIT

SIGNATURE \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

\*\*\* THE ABOVE PLAN MAY NOT REFLECT THE IMPLICATIONS OF SECTION 903.2.9 OF THE 2012 OR 2015 IBC CODE WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.  
\*\*\* TRACHTE RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTE WILL NOT BE HELD ACCOUNTABLE.

TRACHTE BUILDING SYSTEMS, Inc.

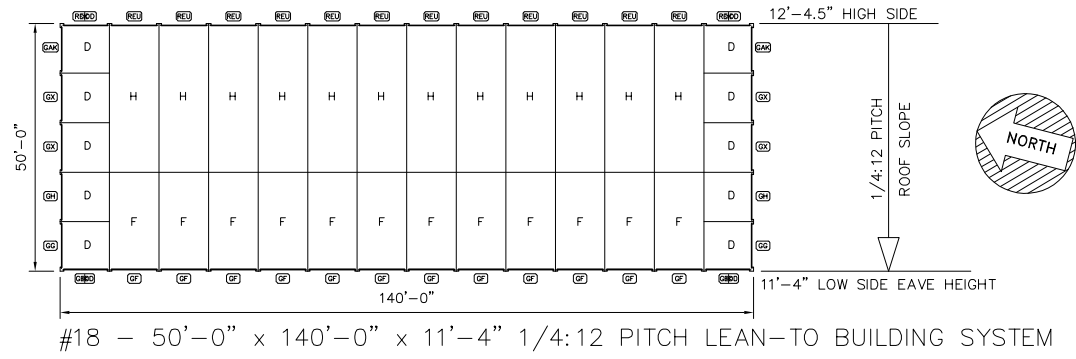
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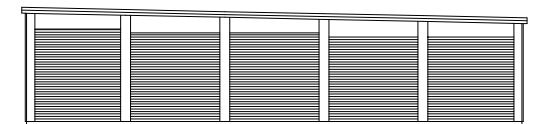
Revisions:	By:	Job Description:	PAGE 1 of 1
Name: MGU	Scale: 1 = 40'	Date: 11/15/21	
Sheet Title: FLOOR PLAN			Plan #: 52104 D

Note: ALL BUILDINGS INCLUDE HIGH SIDE FACET TRIM

### UNIT MIX



LABEL	UNIT SIZE	# UNITS	%	SQ. FEET
D	10 x 10	10	29.4	1000
F	10 x 20	12	35.3	2400
H	10 x 30	12	35.3	3600
TOTAL		34	100	7000



END WALL ELEVATION

DOOR SCHEDULE							
QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION	COLOR
2	GAK	ROLL-UP	8'-8" x 10'-4"	8'-8" x 10'-4"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..
2	GEDD	ROLL-UP	8'-8" x 10'-0"	8'-8" x 10'-0"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED ..
12	GF	ROLL-UP	9'-0" x 10'-0"	9'-0" x 10'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..
2	GG	ROLL-UP	8'-8" x 9'-6"	8'-8" x 9'-6"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..
2	GH	ROLL-UP	9'-0" x 9'-6"	9'-0" x 9'-6"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..
4	GX	ROLL-UP	9'-0" x 9'-11"	9'-0" x 9'-11"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..
2	REID	ROLL-UP	8'-8" x 10'-10"	8'-8" x 10'-10.5"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED ..
12	REU	ROLL-UP	9'-0" x 10'-10"	9'-0" x 10'-10.5"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED ..

ROLL-UP DOORS MEET ASTM E330

DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES

### "NOTICE"

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTe BUILDING SYSTEMS. COMPLETE THE FOLLOWING:

\_\_\_ APPROVED - RELEASE FOR FABRICATION  
 \_\_\_ APPROVED AS NOTED - RELEASE FOR FABRICATION  
 \_\_\_ NOT APPROVED - REVISE AND RESUBMIT

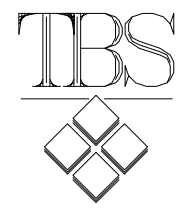
SIGNATURE \_\_\_\_\_  
 COMPANY \_\_\_\_\_  
 DATE \_\_\_/\_\_\_/\_\_\_

\*\*\* THE ABOVE PLAN MAY NOT REFLECT THE IMPLICATIONS OF SECTION 903.2.9 OF THE 2012 OR 2015 IBC CODE WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.

\*\*\* TRACHTe RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTe WILL NOT BE HELD ACCOUNTABLE.

TRACHTe BUILDING SYSTEMS, Inc.

*This drawing and all parts thereof is the exclusive property of Trachte Building Systems, Inc. 314 Wilburn Road, Sun Prairie, Wisconsin (800/356-5824) (Local 608/837-7899) and may not be reproduced in whole or part without written permission.*

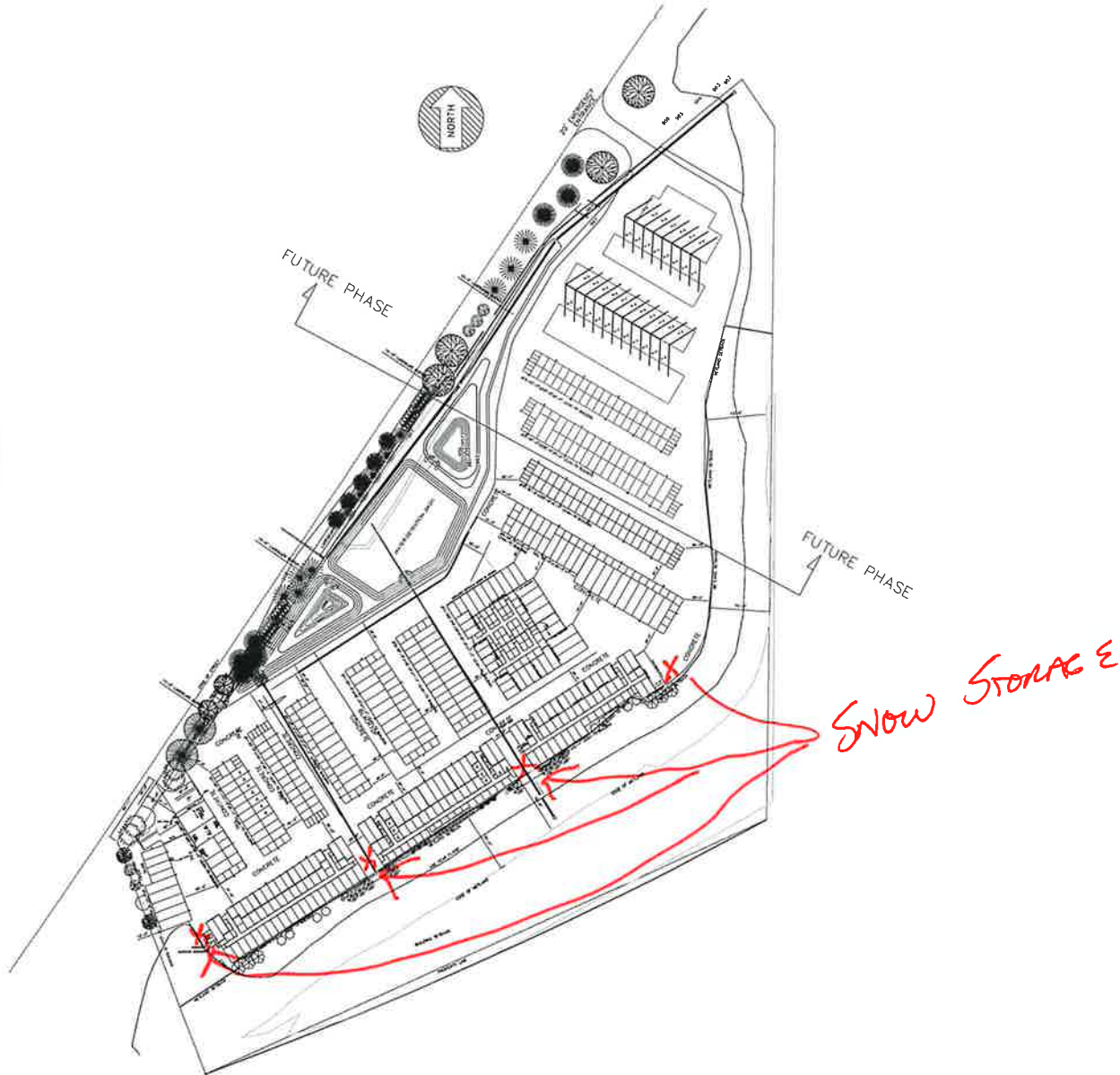


Revisions:		By:
3/3/22	Added building #8	MGU
3/4/22	Remove buildings #8 & #19	MGU
Name: MGU	Scale: 1 = 40'	Date: 11/15/21

Job Description:	
PROPOSED STORAGE: MADISON VERONA STORAGE CAM LINDAU VERONA, WI	
Sheet Title	Plan #
FLOOR PLAN	52104 D

UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED
AC	5 x 5	16	2.8	400.0	Y
B	5 x 10	30	5.3	1500.0	N
BC	5 x 10	11	1.9	550.0	Y
CC	5 x 15	2	0.4	150.0	N
SC	5 x 7.5	4	0.7	150.0	N
VC	7 x 7	1	0.2	49.0	Y
IC	10 x 5	14	2.5	700.0	Y
MR	10 x 5	4	0.7	200.0	Y
D	10 x 10	69	12.1	6900.0	N
DC	10 x 10	45	7.9	4500.0	Y
E	10 x 15	88	12.0	10200.0	N
EC	10 x 15	44	7.7	6600.0	Y
F	10 x 20	64	11.2	12800.0	N
FC	10 x 20	66	11.6	13200.0	Y
GC	10 x 25	10	1.8	2500.0	Y
H	10 x 30	16	2.8	4800.0	N
HC	10 x 30	22	3.9	6600.0	Y
OC	10 x 7	5	0.9	350.0	N
AZC	10 x 7.5	24	4.2	1800.0	N
W	12 x 15	2	0.4	360.0	N
Y	12 x 25	2	0.4	600.0	N
L	12 x 30	20	3.5	7200.0	N
LC	12 x 30	10	1.8	3600.0	Y
P	12 x 40	15	2.6	7200.0	N
PC	14 x 50	3	0.5	2100.0	Y
MC	14 x 30	1	0.2	420.0	N
ZC	14 x 40	1	0.2	560.0	Y
SQ. FT. NON-INSULATED				54280	
SQ. FT. INSULATED				41709	
TOTAL				569	100
				95989.0	

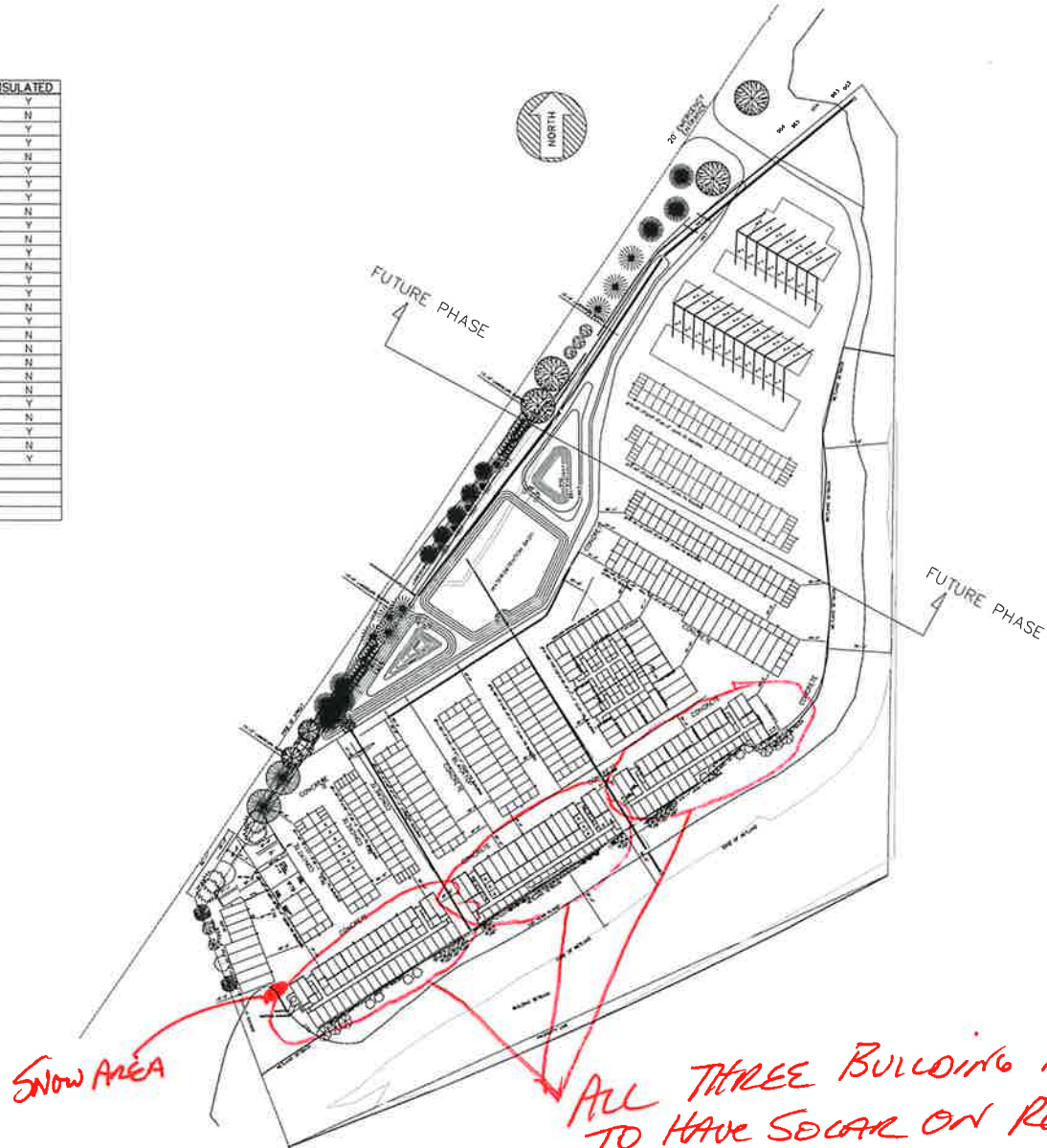


REVISED	BY	DATE
<p>TRACTS BUILDING SYSTEMS, Inc.          The drawings and all parts hereof are the property of Tracts Building Systems, Inc. All rights are reserved. No part of this drawing may be reproduced or used in any way without the express written permission of Tracts Building Systems, Inc.</p>		
<p>PROPOSED MINI-STORAGE SYSTEM for:          CAMERON LINDAU          TOWN OF VERONA, VT</p>		
SITE PLAN		
Date	10/23/19	
Drawn by	KM	
Checked by		
Scale	1" = 60'-0"	
Page No.	P-52104	
Sheet No.		
SITE		



UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED
AC	5 x 5	16	2.8	400.0	Y
B	5 x 10	30	5.3	1500.0	N
BC	5 x 10	11	1.9	550.0	Y
CC	5 x 15	2	0.4	150.0	Y
SC	5 x 7.5	4	0.7	150.0	N
YC	7 x 7	1	0.2	49.0	Y
IC	10 x 5	14	2.5	700.0	Y
MR	10 x 5	4	0.7	200.0	Y
D	10 x 10	69	12.1	6900.0	N
DC	10 x 10	45	7.9	4500.0	Y
E	10 x 15	68	12.0	10200.0	N
EC	10 x 15	44	7.7	6600.0	Y
F	10 x 20	64	11.2	12800.0	N
FC	10 x 20	66	11.6	13200.0	Y
GC	10 x 25	10	1.8	2500.0	Y
H	10 x 30	16	2.8	4800.0	N
HC	10 x 30	22	3.9	6600.0	Y
OC	10 x 7	5	0.9	350.0	N
AZC	10 x 7.5	24	4.2	1800.0	N
W	12 x 15	2	0.4	360.0	N
Y	12 x 25	2	0.4	600.0	N
L	12 x 30	20	3.5	7200.0	N
LC	12 x 30	10	1.8	3600.0	Y
P	12 x 40	15	2.6	7200.0	N
PC	14 x 50	3	0.5	2100.0	Y
MC	14 x 30	1	0.2	420.0	N
ZC	14 x 40	1	0.2	560.0	Y
SO FT. NON-INSULATED				54280	
SO FT. INSULATED				41709	
TOTAL				569	100
				95989.0	

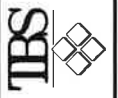


SNOW AREA

ALL THREE BUILDING ARE EQUIPPED TO HAVE SOLAR ON ROOF. ALL ROOFS FACE SOUTH. ALL CONDUIT CAN BE DUG IN DIRT TO THE SOUTH

REVISED	BY
5/10/23	MLD
8/22/21	KM
7/27/21	MLD
9/23/21	MLD

TRACITE BUILDING SYSTEMS, Inc.  
has drawn and set out  
this drawing and all parts  
hereof in accordance with  
the Building Code of the  
Town of Verona, WI.  
It is the responsibility of  
the architect to check  
and verify all dimensions  
and may not be reproduced in whole  
or part without written permission.



PROPOSED MINI-STORAGE SYSTEM FOR  
CAMERON LINDAU  
TOWN OF VERONA, WI  
SITE PLAN

Date	10/23/18
Drawn by	KM
Checked by	
Scale	1" = 80'-0"
Plan No.	P-52104
Sheet No.	

SITE



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

QB Receipt  
2022-0056

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance (found on the Town website: [www.town.verona.wi.us](http://www.town.verona.wi.us)) and Dane County Ordinances Chapter Shoreland, Shoreland-Wetland and Inland-Wetland Regulations, and Chapter 75 – Land Division Regulations prior to application. A pre-application meeting or initial review should be scheduled with the Planning Commission Chair if you have any questions or concerns and to determine the fees associated with the application.

**Proposed land use change for (property address/legal description):** Epic, 1979 Milky Way, Part of NE1/4 of the SW1/4, Part of the NW1/4 of the SW1/4, and Part of the SW1/4 of the NW1/4 of Section 8. All in Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin. Containing 3,370,305 Square Feet.

Please check all that apply:

- comprehensive plan amendment – please see specific submittal requirement
- rezone petition**
  - current zoning category AT-35
  - new zoning category Rural Industrial RI
- 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 Phone (608) - 271-9000

Address 1979 Milky Way, Verona, WI 53593 E-Mail jschumac@epic.com

Applicant, if different from the property owner Nathan Lockwood

Applicant's Phone (608) 206-6873 E-mail nlockwood@donofrio.cc

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 Nathan Lockwood  
to act as my agent in the application process for the above indicated land use change.

Signature [Signature] Date 2/16/22

**Description of Land Use Change requested:** (use reverse side if additional space is needed)  
Epic purchased the Wingra quarry operation (mineral extraction permit did not transfer) with land use as AT-35 but would like to operate housing of their grading contractor which better fits the RI zoning.

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

Applicant Signature [Signature] Date 2/16/22

Print Name NATHAN LOCKWOOD

**RETURN COMPLETED APPLICATION TO MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:**  
Sarah Gaskell, Administrator, Town of Verona  
7669 County Highway PD, Verona, WI 53593  
[sgaskell@town.verona.wi.us](mailto:sgaskell@town.verona.wi.us)  
(608) 845-7187

**OFFICE USE ONLY**  
Application # 2022-01  
Fee \$300  
Paid by Donofrio  
Date 2-23-22 Check # 8995  
Receipt # \_\_\_\_\_

# Planning Report

Town of Verona

March 1<sup>st</sup>, 2022

## ***Former Wingra Quarry - 4 Parcels located near the west intersection of CTH PD and Northern Lights Road***

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**Summary:** The applicant is seeking approval for a rezone for parcel numbers 062/0608-081-9901-7 (1), 062/0608-092-9152-0 (2), 062/0608-093-8510-0 (3) and 062/0608-093-8901-0 (4). The rezone of all parcels would be from AT-35 to RI (Rural Industrial).

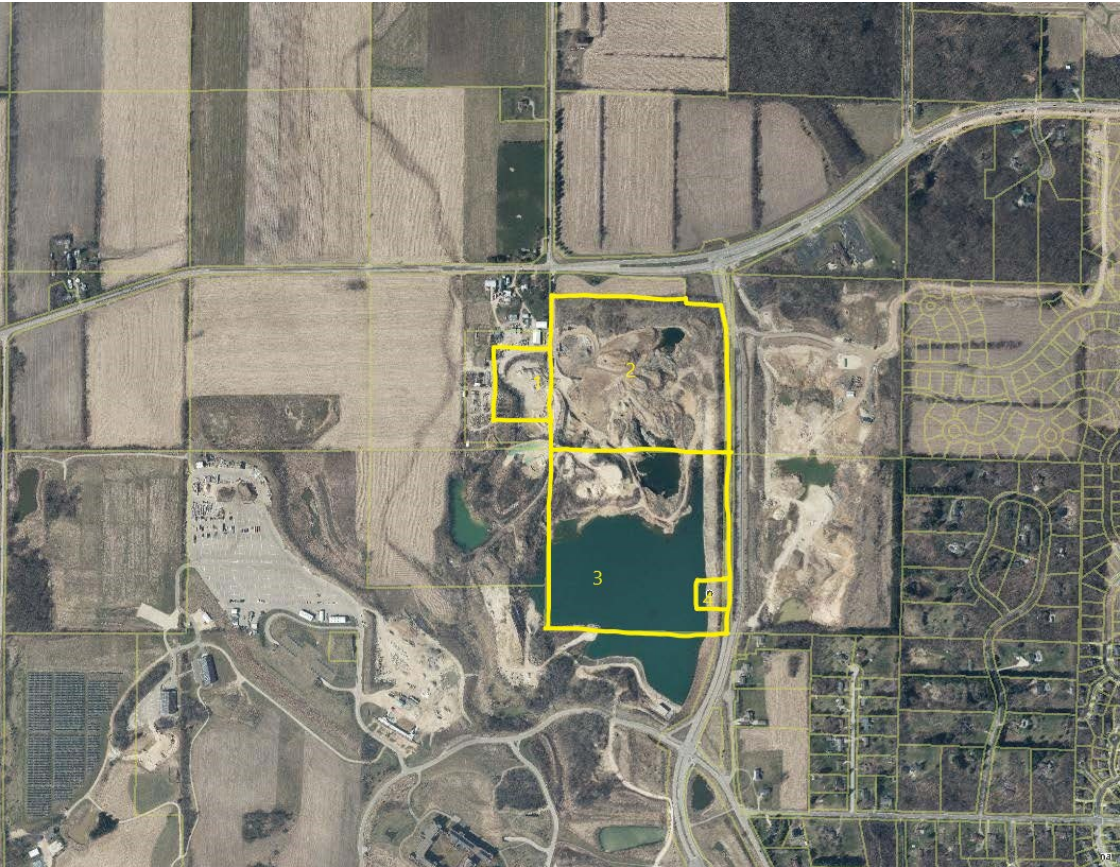
**Property Owner:** Epic Systems Corporation

**Property Addresses:** n/a

**Applicant:** Nathan Lockwood  
D’Onofrio Kottke and Associates

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### Location Map



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**Comprehensive Plan Guidance:**

Parcel 1 is designated as Commercial. The other three parcels are depicted as Natural/Recreational Resources. The change from AT-35 to RI would be appropriate due to both the past and current uses of the property. The rezone would bring the current use into alignment with the appropriate zoning category. Site operations will utilize a septic system and private well so urban services will not be needed.

**Current and Proposed Zoning:** The current zoning classification is AT-35. The new zoning classification would be RI – Rural Industrial.

**Extra-territorial Review/Boundary Agreement Authority:** This parcel is in Area A of the boundary agreement with the City of Verona. Further action will be required with respect to consultation with the City of Verona.

**Surrounding Land Use and Zoning:** The surrounding land uses include RM-16 and AT-35 to the west. The western boundary of the parcel abuts Glacier Landscape, Inc.

**Site Features:** The site was home to the former Wingra Stone aggregate quarry. The only structures on site were two blighted buildings that have recently been demolished and removed. The topography is slightly varied but not due to the presence of natural features.

**Driveway Access:** Access is available via a shared driveway easement agreement with the neighbors to northwest (Ray Maurer, parcel number 062/0608-081-9502-0, 7407 County Hwy PD and Taylor Maurer, LLC 062/0608-081-9880-0).

**Other:** The applicant wishes to build an Accessory Building similar to those constructed elsewhere on the Epic Campus. The building will house contractor office space, material storage and vehicle service. Traffic to/from the site will be in the morning and evening and will only be employee traffic. Haul trucks will continue to use the existing access located in the southern portion of the parcel 3. A small parking lot will also be constructed for employee use.

Please see the attached Operations Narrative provided by the Applicant.

**Staff Comments:** Staff recommends approval of the rezone with the following condition:

1. All outdoor lighting fixtures must comply with the Town of Verona Dark Sky Ordinance.

## A-2 Agricultural District

Zoning district for agricultural and other rural uses – CH. 10-Zoning, Section 10.126

### **Permitted Uses 10.126(2)**

- Agricultural uses
- Accessory buildings
- Single family home – one per parcel
- Home occupations
- Utility services

### **Conditional Uses 10.126(3)**

- Unlimited livestock on 3 to 16 acres
- Sale of agricultural and dairy products not produced on the premises
- Kennels
- Training of dogs at a dog kennel
- Retail sales of pet food, pet supplies and related items at a kennel
- Horse boarding and riding stables
- Horse shows / events
- Training of horses at a horse boarding facility
- Hay and sleigh rides
- Retail sales of bridles, saddles, grooming supplies and related items at a horse boarding or riding stable
- Native wildlife rehabilitation facilities
- Seasonal storage of recreational equipment and motor vehicles (not owner's or occupant's)
- Dependency living arrangements
- Limited family businesses
- Airports & landing strips
- Communications towers
- Religious uses
- Schools
- Governmental uses
- Cemeteries
- Parking or storage of not more than two trucks, semi-tractors, or semi-trailers with gross vehicle weight over 12,000 pounds
- Mineral extraction operations
- Asphalt plants
- Ready mix concrete plants
- Dumping Grounds
- Sanitary landfill sites
- Demolition material disposal sites
- Incinerator sites
- Salvage recycling centers
- Solid waste recycling centers
- Storage of explosive materials
- Sanitary plumbing fixtures in agricultural accessory buildings on parcels over 5 acres

### **Setbacks and Height requirements for Structures 10.126**

Front setback for all structures from Highway centerline / right-of-way line (whichever is greater)

State or Federal Highway: 100/42 feet minimum

County Highway: 75/42 feet minimum

Town Road: 63/30 feet minimum

Subdivision streets platted prior to ordinance: 20 feet minimum

All other streets: 30 feet minimum from right-of-way

#### Maximum Height:

Residences: 2½ stories or 35 feet maximum

Accessory buildings: 35 feet maximum

Agricultural buildings: No height requirements

Side yard for residences: 25 feet total, with no single side less than 10 feet minimum

Rear yard for residences: 50 feet minimum

For uncovered decks/porches: 38 feet minimum

Setbacks for accessory buildings not housing livestock: Minimum 10-foot side and rear yards

Setbacks for agricultural buildings with livestock: Minimum 50-foot side & rear yards

Note: 100-foot side and rear yard requirement when adjacent to R- district parcels

### **Minimum Lot Area and Width 10.126(5)**

A-2 (1): 1 acre

A-2 (2): 2 acres

A-2 (4): 4 acres

A-2 (8): 8 acres

A-2: 16 acres

Residential lots:

Public Sewer: 100 feet at building line and 15,000 sq.ft.

Septic System: 100 feet at building line and 20,000 sq.ft.

Salvage recycling centers: 3 acres minimum

### **Maximum Lot Coverage all buildings and structures**

Parcels less than 2 acres: 30% maximum or 35% for corner lots On parcels 2 acres and larger: 10%

## A-2 Agricultural District

Zoning district for agricultural and other rural uses – CH. 10-Zoning, Section 10.126

### **Accessory Buildings 10.04(1); 10.126(4); 10.16(6); 12.06(1)**

- An agricultural accessory building may be constructed on property without a principal residence.
- Sanitary fixtures are prohibited in accessory buildings, except as permitted through a conditional use permit for specific agricultural accessory buildings.
- No living spaces are allowed in accessory buildings.
- Reduced setbacks may be used for residential accessory buildings on lots. The buildings must be located in the rear yard and must be at least 10 feet away from the principal building.
  - Minimum 4-foot side yard and rear yard setbacks on lots 60 feet or more in width
  - Minimum 2.5-foot side yard and rear yard setbacks on lots less than 60 feet in width

**NOTE:** A Zoning Permit is required for every building larger than 120 square feet in size. Zoning Permits are not required for accessory buildings equal to or less than 120 square feet on non-permanent foundations, provided they meet setback, height, and lot coverage requirements.

### **Livestock 10.126(5); 10.01(3)**

- Livestock is not permitted on parcels less than 2 acres.
- Parcels 2 to 16 acres: Livestock is limited to 1 animal unit per full acre.
- Parcels more than 16 acres: No limit on livestock.

## RI Rural Industry Zoning District

### CH. 10-Zoning, [Section 10.281](#)

#### **Purpose of the Rural Industrial District 10.281(1)**

- The Rural Industry Zoning District is intended to accommodate industrial, processing and extractive uses, where primary activity often occurs outdoors uses require large land areas and separation from residential uses; uses do not require full urban services or create intensive electrical, water or other utility demand, and; uses are appropriate to a rural area.

#### **Permitted Uses 10.281(2)**

- Office uses
- Contractor, landscaping or building trade operations
- Incidental parking for employees
- Indoor storage and repair
- Incidental indoor maintenance
- Outdoor storage
- Light industrial
- Utility services
- Undeveloped natural resource and open space areas
- Agricultural use
- Agricultural accessory uses, except farm residences
- Transportation, utility or communication use required by law.

#### **Conditional Uses 10.281(3)**

- Asphalt and concrete production
- Caretaker's residence
- Communication towers
- Commercial processing or composting of organic by-products or wastes
- Demolition material disposal sites
- Dumping grounds
- Electric generating facilities, provided 100% of the production output of the facility is derived from renewable energy resources
- Incinerator sites
- Mineral extraction operations
- Outdoor sales, display, or repair
- Salvage yard or junkyards
- Slaughterhouses, meat processing plants
- Stock yards, livestock auction facilities
- Solid waste disposal or recycling operations
- Storage of explosive materials
- Transportation, communications, pipeline, electric transmission, utility, or drainage uses, not required by law
- Wastewater treatment facilities

#### **Setbacks, Height , and Size requirements 10.283 (4) & (6)**

##### **Front setback for all structures from highway centerline / right-of-way line (whichever is greater)**

State or Federal Highway: 100/42 feet minimum

County Highway: 75/42 feet minimum

Town Road: 63/30 feet minimum

Subdivision streets platted prior to ordinance: 20 feet minimum

All other streets: 30 feet minimum

##### **Side Yards:**

10 feet minimum each side

##### **Rear Yards:**

25 feet minimum

**Height:** 2 ½ stories or 35 feet maximum

#### **Lot Width & Area: 10.273(5)**

**Area:** 16 acres minimum

**Lot Width:** 100 feet minimum

#### **Lot Coverage 10.273(7)**

Maximum 35% of all buildings on property

















GRAPHIC SCALE  
0 100 200



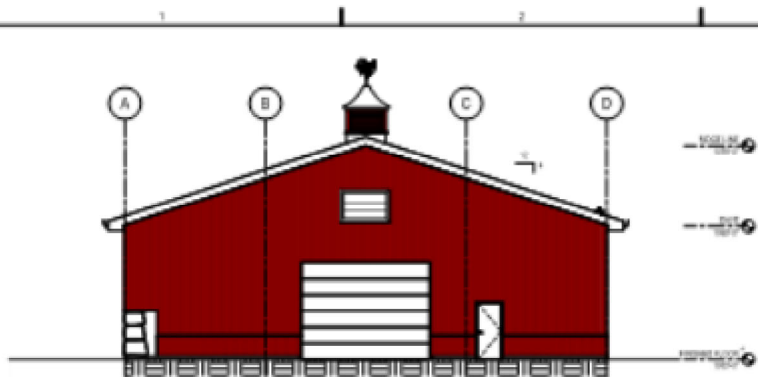
**EDGERTON**

545 W. Ryan Road  
Oak Creek, WI 53154  
414.764.4443  
www.edgerton.us

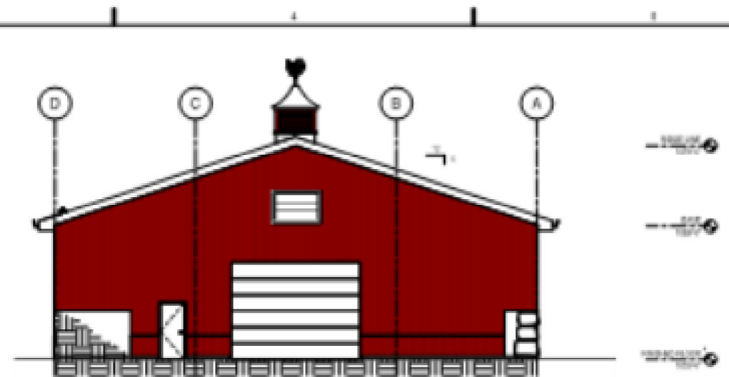
SITE OVERVIEW

# EPIC QUARRY

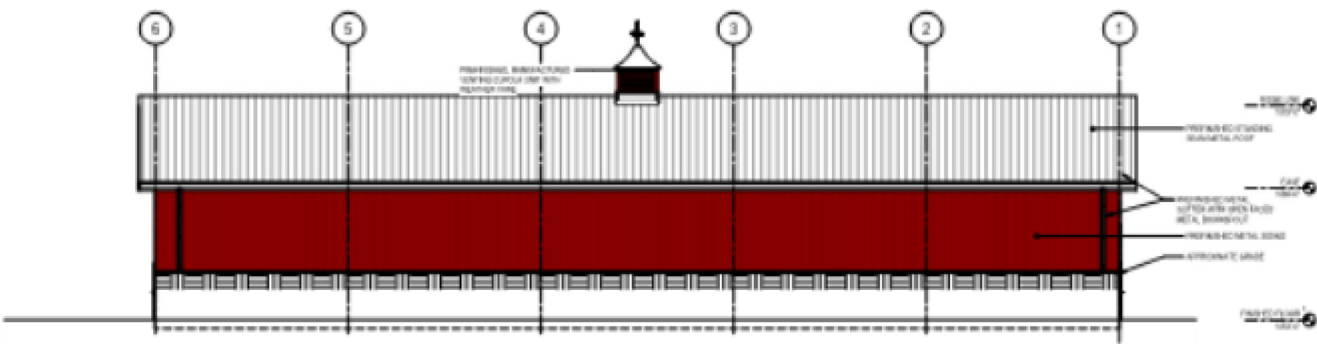
EPIC SYSTEMS, VERONA WI

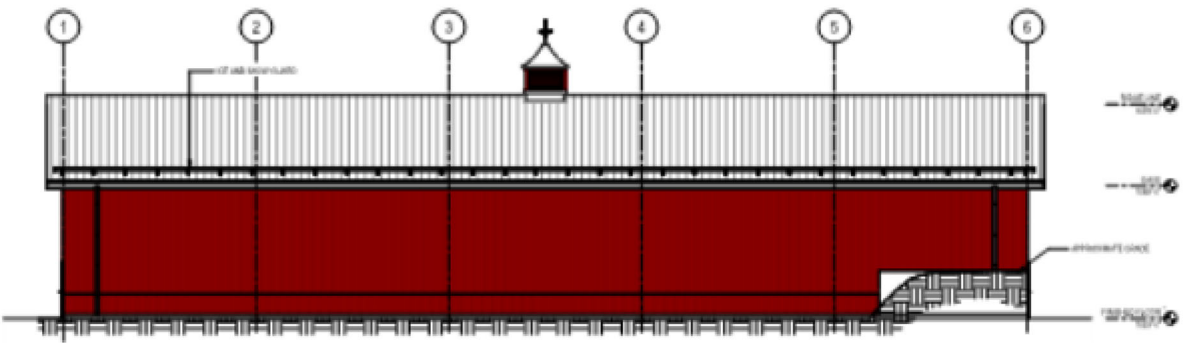
**C1 NORTH ELEVATION**  
1/2" = 1'-0"



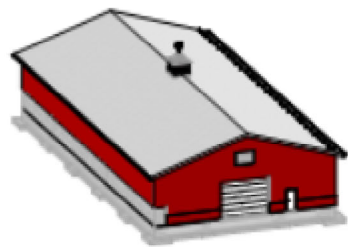
**C4 SOUTH ELEVATION**  
1/2" = 1'-0"



**B1 EAST ELEVATION**  
1/2" = 1'-0"



**A1 WEST ELEVATION**  
1/2" = 1'-0"



**FLOOR FLOOR NOTE:**  
 LOCATION OF 108" x 12" WIDE TRIMMER FLOOR JOIST AT THE  
 DISTANCE 1' FROM WALL, FLOOR JOIST AND COMPASS  
 ON LOCATION REFER TO THE FLOOR PLAN OR SHEET # 10 FOR THE  
 EXACT FLOOR SUBMITTER LOCATION

**INTERNAL COLOR NOTES:**  
 - INTERIOR WALL FINISH: WHITE  
 - CEILING: 1/2" x 4" WOOD JOIST PAINTED WHITE  
 - FLOOR: 1/2" x 4" WOOD JOIST PAINTED WHITE  
 - TRIMMER: WHITE



## Epic Systems – Dane County Rezone Petition

### Operational Narrative

A portion of the old Wingra property is desired to be used as a shop and yard for Edgerton Contractors. Epic contracts Edgerton, the grading contractor, for ongoing construction at the Epic Campus in the adjacent City of Verona. The proposed shop will be used for Edgerton internal operations regarding work at Epic including repair of construction equipment. The proposed yard will be used to store construction equipment and various construction materials relating to Epic construction work. This property will not be used as public commercial space, there are no sales or services outside of Epic related work. This land and structure stages Epic's construction operation.

The property has existing piles of sand and aggregate material left by Wingra and is now the property of Epic. It is anticipated that this material will be transferred to the Epic site by way of an existing internal access road to the south.

Some rock crushing is expected on site to produce aggregate which will be used on the Epic site and not hauled off site or sold.

- Typical Hours of Operation - Weekdays 7 am to 5 pm
- Extraordinary Hours of Operation - Weekends 8 am to 7 pm (rare as construction warrants)
- Number of Employees
  - The number of employees will range from 80 to 5 depending on the workload.
- Anticipated noise, odors, dust, soot, runoff, or pollution
  - We do not anticipate any odors, soot, runoff, or pollution.
  - We will have a water truck onsite to control dust and engineering controls will be used to minimize construction equipment noise.
- Material Storage
  - Stored materials include soil, rock, sand aggregate, signs, pipe, structures, fabric, and traffic control materials.
- Stormwater and erosion control standards
  - The property is internally drained so stormwater management and erosion control is no different than the previous quarry operation.
- Sanitary facilities
  - The office will have restrooms that will connect to a new septic system.
- Trash, solid waste, and recyclable materials
  - Dumpsters will be used for trash, solid waste, and recyclables
- Anticipated daily traffic
  - Employees will arrive using the north entrance around 7 am and depart from 3 pm to 5 pm most days.
  - Most construction equipment will enter the site from the south directly from Epic property.
  - On road trucks will enter either from the south or the north.
  - All trucks entering or leaving the site will be street legal.
- Hazardous, toxic, or explosive materials
  - We do not anticipate storing any hazardous, toxic, or explosive materials onsite.
- Outdoor lighting
  - The proposed office has a few lights attached to the building at the entrances.
  - The proposed parking area has a few light poles.
- Signs
  - There will be no signs other than the address sign.

## DRIVEWAY EASEMENT AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among Raymond L. Maurer and Shirley J. Maurer, husband and wife (hereinafter referred to as "Party A"), Epic Systems Corporation, a Wisconsin business corporation, (hereinafter referred to as "Party B"), and Taylor Maurer, LLC, a Wisconsin limited liability company (hereinafter referred to as "Party C"), (collectively, the "Parties").

### RECITALS

A. Party A owns a parcel of real estate situated adjacent to, and south of, County Highway PD, in the Town of Verona, Dane County, Wisconsin, which parcel (hereinafter referred to as "Parcel A") is more particularly described on Exhibit A attached hereto.

B. Party B owns a parcel of land situated adjacent to, and south of, Parcel A, which parcel owned by Party B (hereinafter referred to as "Parcel B") is more particularly described on Exhibit B attached hereto.

C. Party C owns a parcel of real estate situated west of, and adjacent to, Parcel B, which parcel owned by Party C (hereinafter referred to as "Parcel C") is more particularly described on Exhibit C attached hereto.

D. The Parties wish to state the terms under which an easement and right of way is granted over an existing driveway extending from and between Highway PD, through Parcel A, and continuing within Parcel B to the east line of Parcel C (the "Shared Driveway").

THEREFORE, the undersigned do hereby grant, declare and establish the following easement rights and restrictions:

1. Parcel A Driveway Easement. Party A hereby grants, declares, provides, establishes and confirms an easement and right of way (the "Parcel A Driveway Easement") over and across the west 66 feet of Parcel A (the "Parcel A Easement Area"), for use and benefit of the owners of Parcel B and Parcel C, and their respective tenants, contractors, invitees, licensees, guests and permittees (the "Parcel A Easement Permitted Users"). The Parcel A Driveway Easement shall be for the sole purpose of ingress and egress, including passage of pedestrians, vehicular traffic, machinery and equipment of the Parcel A Easement Permitted Users from and between Parcel B and County Highway PD. Such easement shall be subject to the following terms and conditions:

(a) The Parcel A Driveway Easement shall be nonexclusive, and Party A shall have the full right to use the Parcel A Easement Area for any and all purposes, provided such use

### Return to:

William L. Fahey  
Boardman & Clark LLP  
PO Box 927  
Madison, WI 53701

(see attached Exhibits A, B and C)

### Parcel Identification Number

shall not interfere with the easement rights granted hereunder to the Parcel A Easement Permitted Users.

(b) Any Party may, at its expense, make reasonable improvements to the Parcel A Easement Area for driveway purposes, to maintain the surface area thereof and to remove snow therefrom.

(c) No Party shall permit the Parcel A Easement Area to be obstructed by parked vehicles, the placement of dirt or snow thereon, or otherwise. It is intended that the Parcel A Easement Area shall at all times be open for driveway purposes serving each of the Parcels.

(d) The Parcel A Driveway Easement, insofar as it extends for the benefit of the owners and permitted users of Parcel B, restates, replaces and supersedes the easement previously established for the benefit of Parcel B as set forth in the deed dated December 22, 1965 and recorded Volume 811 of Deeds, Page 502, Document No. 1150924, Dane County Registry.

(e) The Agreement between Henry F. Maurer and Selma M. Maurer (on the one hand) and Wingra Stone Company (on the other hand), affecting ownership and use of Parcel A, Parcel B and Parcel C, which Agreement was dated December 22, 1965 and recorded in Volume 437, page 149, Document No. 1150925, Dane County Registry, is terminated and of no further effect.

2. Parcel B Driveway Easement. Party B hereby grants, declares, provides and establishes an easement and right of way (the "Parcel B Driveway Easement") over and across the existing driveway having a width of approximately fifteen (15) feet, extending from the South line of the Parcel A Easement Area, along and through the portion of the West side of Parcel B adjoining Parcel C, to the point such driveway enters the Eastern boundary of Parcel C (the "Parcel B Easement Area"). The Parcel B Driveway Easement is intended to provide a continuous route of travel over the Shared Driveway from County Highway PD, through Parcel C, and continuing through Parcel B, to the Eastern boundary of Parcel C. The Parcel B Driveway Easement shall be for the use and benefit of the owner of Parcel C and its tenants, contractors, invitees, licensees, guests and permittees (the "Parcel B Easement Permitted Users"). The Parcel B Driveway Easement shall be for the sole purpose of ingress and egress, including passage of pedestrians, vehicular traffic, machinery and equipment of the Parcel B Easement Permitted Users over the Shared Driveway extending from and between Parcel C and the Parcel A Easement Area. Such easement shall be subject to the following terms and conditions:

(a) The Parcel B Driveway Easement shall be nonexclusive, and Party B shall have the full right to use the Parcel B Easement Area for any and all purposes, provided such use shall not interfere with the easement rights granted hereunder to the Parcel B Easement Permitted Users.

(b) Either Party B or Party C may, at its expense, make reasonable improvements to the Parcel B Easement Area for driveway purposes, to maintain the surface area thereof and to remove snow therefrom.

(c) Neither Party B nor Party C shall permit the Parcel B Easement Area to be obstructed by parked vehicles, the placement of dirt or snow thereon, or otherwise. It is intended

that the Parcel B Easement Area shall at all times be open for driveway purposes serving Parcel B and Parcel C.

3. Damage. If any portion of the Shared Driveway is damaged or destroyed by the permitted users of the owner of Parcel A, Parcel B or Parcel C (collectively, the “Parcels”, and each separately as a “Parcel”), such damage shall be repaired as soon as reasonably possible at the sole cost and expense of such owner.

4. Easements and Restrictions Run with Land. All of the terms and conditions in this instrument, including the benefits and burdens, shall be appurtenant to and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the owners of the Parcels and their respective successors and assigns. The benefits of the Parcel A Driveway Easement and the Parcel B Driveway Easement established under this instrument shall not be extended to any property other than the Parcels without the consent of the owners of the fee simple interest in the Parcels.

5. Term. The easements, rights of way and covenants created herein are intended to be perpetual, and shall be and remain in effect until amended or terminated by agreement of the Parties hereto, or their successors in interest.

6. Amendment and Termination. This instrument may not be amended or terminated except by a written document executed and acknowledged by the owners of each of the Parcels and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

7. Miscellaneous.

(a) No delay or omission by any Party, or its successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another Party under the provisions of this instrument shall impair any such right or power or be construed to be a waiver hereof. A waiver of any Party, or its successors or assigns, of any of the provisions of this instrument to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or any provision contained herein.

(b) If any provision or portion of this instrument, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

(c) No breach of this instrument shall entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation shall not affect, in any manner, all other rights or remedies which the party shall have by reason of any breach of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the day and year first above-written.

\_\_\_\_\_  
Raymond L. Maurer

\_\_\_\_\_  
Shirley J. Maurer

STATE OF WISCONSIN    )  
                                  )    ss.  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Raymond L. Maurer and Shirley J. Maurer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My commission: \_\_\_\_\_

EPIC SYSTEMS CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
COUNTY OF DANE         )       ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin.

TAYLOR MAURER, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  )  
COUNTY OF DANE        )        ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My commission: \_\_\_\_\_

This instrument drafted by:  
Attorney William L. Fahey  
Boardman & Clark LLP  
1 South Pinckney Street, Ste. 410  
PO Box 927  
Madison, Wisconsin 53701-0927

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PARCEL A**

DRAFT



Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 6 North, Range 8 East, in the Town of Verona, Dane County, Wisconsin, described as follows: Beginning at the Northwest corner of said Southwest 1/4 of the Northwest 1/4; thence East along the North line of said quarter-quarter, 1313.5 feet to the center line of Nine Mound Road; thence South 0 degrees 09' East, along said center line of road 231.0 feet; thence West 1315.5 feet to the West line of said Southwest 1/4 of the Northwest 1/4; thence North along said West line of quarter-quarter, 231.00 feet to the point of beginning, EXCEPT lands conveyed to Wingra Stone in Warranty Deed recorded in Volume 13677 of Records, page 91 as Document No. 2177672.

Further excepting therefrom the lands conveyed in Notice of Annexation Ordinance No. 15-868 recorded January 13, 2016 as Document No. 5208937 and in Warranty Deed recorded October 28, 2016 as Document No. 5279879.

Parcel No. 062/0608-092-9130-0

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PARCEL B**

DRAFT

PARCEL I:

PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 8 EAST, IN THE TOWN AND CITY OF VERONA, DANE COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 9, TOWN 6 NORTH, RANGE 8 EAST, SAID POINT BEING IN THE CENTER OF THE HIGHWAY; THENCE NORTH ALONG THE CENTER LINE OF THE HIGHWAY, BEING THE EAST LINE OF SAID 1/4, 177.5 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE WEST 200 FEET TO A POINT; THENCE NORTH PARALLEL TO EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 217.8 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID PARCEL 200 FEET TO A POINT ON THE CENTER LINE OF HIGHWAY; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Parcel No. 062/0608-093-8901-0 and 286/0608-093-8910-2

PARCEL II:

THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4), SECTION 9, TOWN 6 NORTH, RANGE 8 EAST, IN THE TOWN AND CITY OF VERONA, DANE COUNTY, WISCONSIN.

EXCEPTING THEREFROM EXCEPT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 8 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 9, TOWN 6 NORTH, RANGE 8 EAST, SAID POINT BEING IN THE CENTER OF THE HIGHWAY; THENCE NORTH ALONG THE CENTERLINE OF THE HIGHWAY, BEING THE EAST LINE OF SAID 1/4, 177.5 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE WEST 200 FEET TO A POINT; THENCE NORTH PARALLEL TO EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 217.8 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID PARCEL 200 FEET TO A POINT ON THE CENTER LINE OF HIGHWAY; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 2789 Northern Lights Road, Verona

Tax Parcel No. 062/0608-093-8510-0 and 286/0608-093-8501-2

PARCEL III:

Parcel III-A:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 8 EAST, IN THE TOWN AND CITY OF VERONA, DANE COUNTY, WISCONSIN.

EXCEPTING THEREFROM PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 8 EAST (TOWNSHIP OF VERONA), DANE COUNTY, WISCONSIN, WHICH IS MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID SW 1/4 – NW 1/4; THENCE EAST, ALONG THE N LINE OF SAID QUARTER-QUARTER, 1313.5 FEET TO THE CENTER LINE OF NINE MOUNDS ROAD; THENCE S 0° 09' E, ALONG SAID CENTER LINE OF ROAD 231.0 FEET; THENCE WEST 1315.5 FEET TO THE WEST LINE OF SAID SW 1/4 - NW 1/4; THENCE NORTH, ALONG SAID W LINE OF QUARTER-QUARTER, 231.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED OCTOBER 18, 2016 AS DOCUMENT NO. 5276905.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Parcel No. 062/0608-092-9152-0 and 286/0608-092-9375-2

Parcel III-B:

Non-exclusive easement for ingress and egress contained in Deed, recorded in Volume 811 of Deeds, Page 502, as Document No. 1150924.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Parcel No. 062/0608-092-9130-0

PARCEL IV:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 8 EAST (TOWNSHIP OF VERONA), DANE COUNTY, WISCONSIN, WHICH IS MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE 1/4 - NE 1/4; THENCE S 0° 21' W, ALONG THE EAST LINE OF SAID QUARTER-QUARTER, 422.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S0° 21' W, ALONG SAID EAST LINE OF QUARTER-QUARTER, 685.0 FEET; THENCE N 89° 39' W, 420.0 FEET; THENCE N0° 21' E, 685.0 FEET; THENCE S 89° 39' E, 420.00 FEET TO THE POINT OF BEGINNING, EXCEPT FOR PROPERTY CONVEYED IN QUIT CLAIM DEED RECORDED IN VOLUME 13677 OF RECORDS, PAGE 92, AS DOCUMENT NO. 2177673.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 7391 County Highway D, Verona  
Tax Parcel No. 062/0608-081-9901-7

**EXHIBIT C**  
**LEGAL DESCRIPTION OF PARCEL C**

DRAFT