



MEETING OF TOWN OF VERONA PLAN COMMISSION

Thursday, November 18, 2021 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/87872700560?pwd=WGpySnJnaGFFSkJRMVZLdmVaV2hoZz09>

Meeting ID: 878 7270 0560

Passcode: 826958

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 you 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 will be read.
3. Approval of minutes from October 21st, 2021
4. Discussion and Possible Action: Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive, for a 4-unit Preliminary Plat Concept and Declaration of Covenants Approval (parcel number 062/060-364-8990-2 (20.3-acres)).
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)).
6. Discussion and Possible Action: Recommend Approval of Adoption of the Town of Verona Draft Land Division and Development Ordinance upon Completion of the Class 2 Notification Period for Public Comment
7. Project Updates
 - Rezoning of Country County Circle area
 - Potential Annexations by the City of Verona
 - Timeline for Subdivision Ordinance Adoption
8. Other
9. Next Meeting: Regular meeting December 16th, 2021

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.

Town of Verona Plan Commission Meeting Minutes

Thursday, October 21, 2021

6:30pm Zoom meeting

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

Staff: Sarah Gaskell, Administrator

Other: Adam Carrico, Bret Saalsaa, Stacey Bean

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:30 pm. Motion to approve the agenda by Paul, second by Miller. Motion carried by voice vote.
2. Public Comment – none
3. Approval of Minutes from September 16th, 2021 Plan Commission Meeting; Motion to approve as corrected by Mathies, second by Paul. Motion carried by voice vote.
4. Discussion and Possible Action: Land Use Application 2020-10 submitted by Twin Rock LLC for the Development Agreement for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809)
 - a. Discussion included suggested changes to language, Letter of credit requirement, and public improvements
 - b. Motion to recommend approval of Land Use Application 2020-10 Development Agreement by Slack, second by Paul
Motion passes 4-0-1 (Miller abstained).
5. Discussion and Possible Action: Conditional Use Permit 2021-01 by Stacey Bean for an Attached Accessory Dwelling Unit located at 2782 White Crossing Road
 - a. Discussion included CUP criteria, rentals, parking, access and the conditions listed in the Dane County Staff Report
 - b. Motion to accept the Town Staff Report and recommend approval of CUP 2021-01 by Mathies, second by Paul. Roll call vote: Slack – aye, Paul - aye, Miller – aye, Mathies – aye, Maxwell – aye.
6. Next Meeting: Thursday November 18th, 2021
7. Adjourn – 8:15 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 [Signature] 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 [Signature] 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.

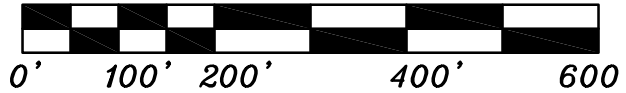
LEGEND

- = 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

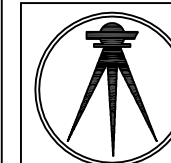
L.C.E. = LIMITED COMMON ELEMENT

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 5 courses S 89°11'55" E, 370.31 feet; thence N 56°08'41" E, 287.60 feet; thence N 63°01'19" E, 171.16 feet to the centerline of Sunset Drive; thence along said centerline S 41°16'58" E, 157.37 feet; thence S 00°41'45" W, 1,023.68 feet to the point of beginning. This parcel contains 874,481 sq. ft. or 20.07 acres and is subject to a road right of way in the Northeast part 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. 8-26-21

DRAWN BY NETIL BORTZ

DRAWING NO. 20W-349

SHEET 1 OF 2

LINE TABLE:

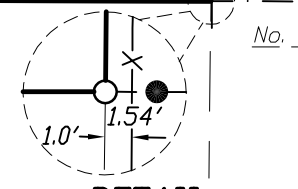
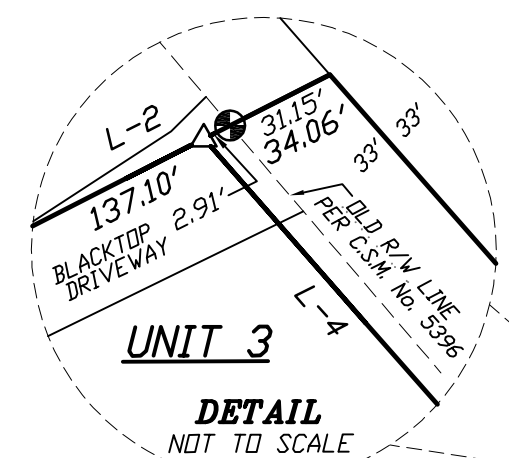
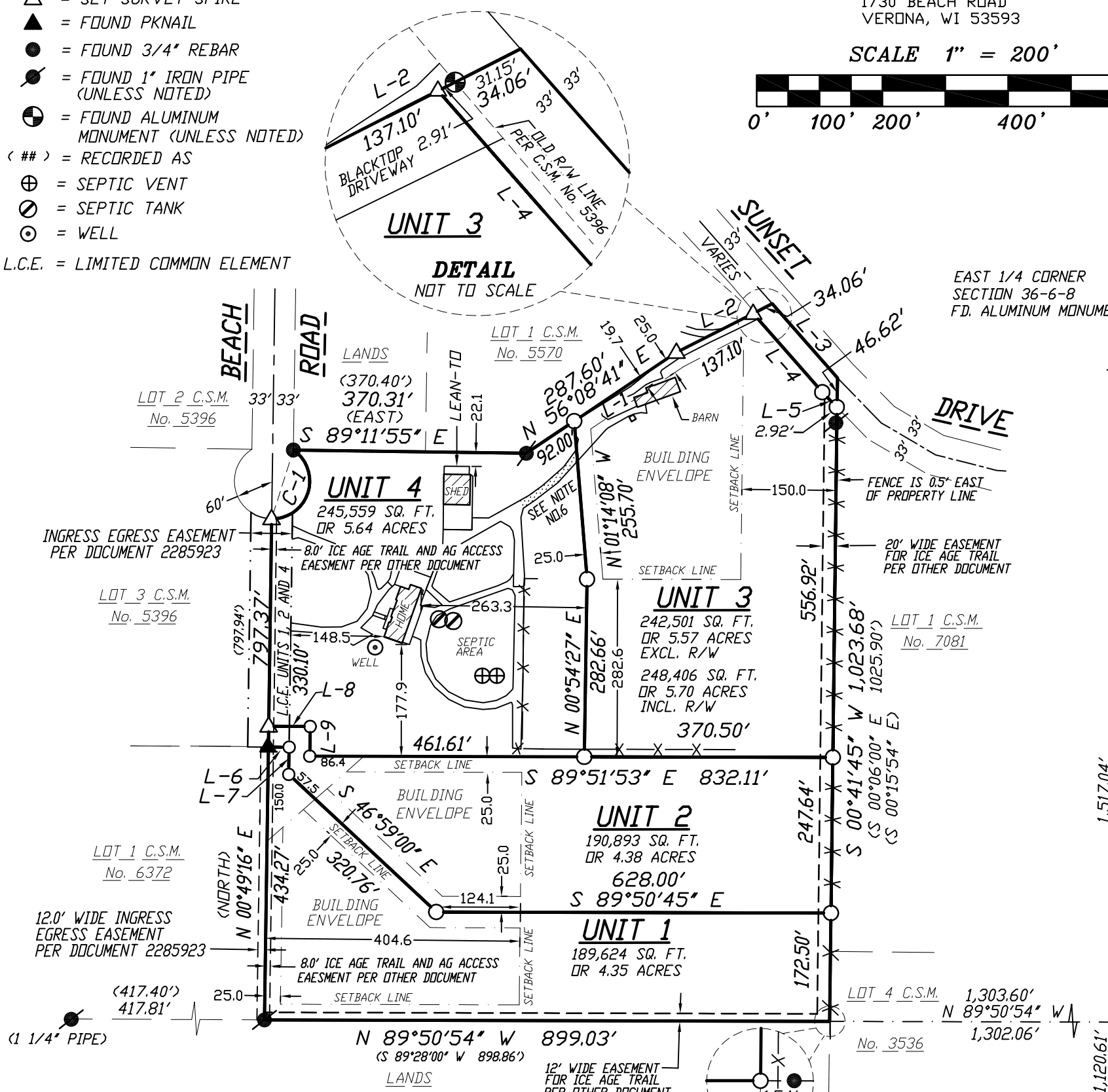
L-#	BEARING	DIST.
L-1	(N 55°15'57" E) (N 55°14'00" E) N 56°08'41" E	195.60'
L-2	(S 62°06'15" E) (N 62°14' E) (N 63°01'19" E)	(174.01') (173.9') 171.16'
L-3	(S 42°15'51" E) (S 41°01'00" E) S 41°16'58" E	(157.70') (157.37')
L-4	S 41°16'58" E	166.73'
L-5	S 44°22'08" E	33.76'

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"

DETAIL
NOT TO SCALE

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



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.

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.

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.
- Development Agreement approval
- Declaration of Covenants approval
- Preparation of Preliminary Plat





WILLIAMSON SURVEYING & ASSOCIATES, LLC

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

NOA T. PRIEVE & CHRIS W. ADAMS

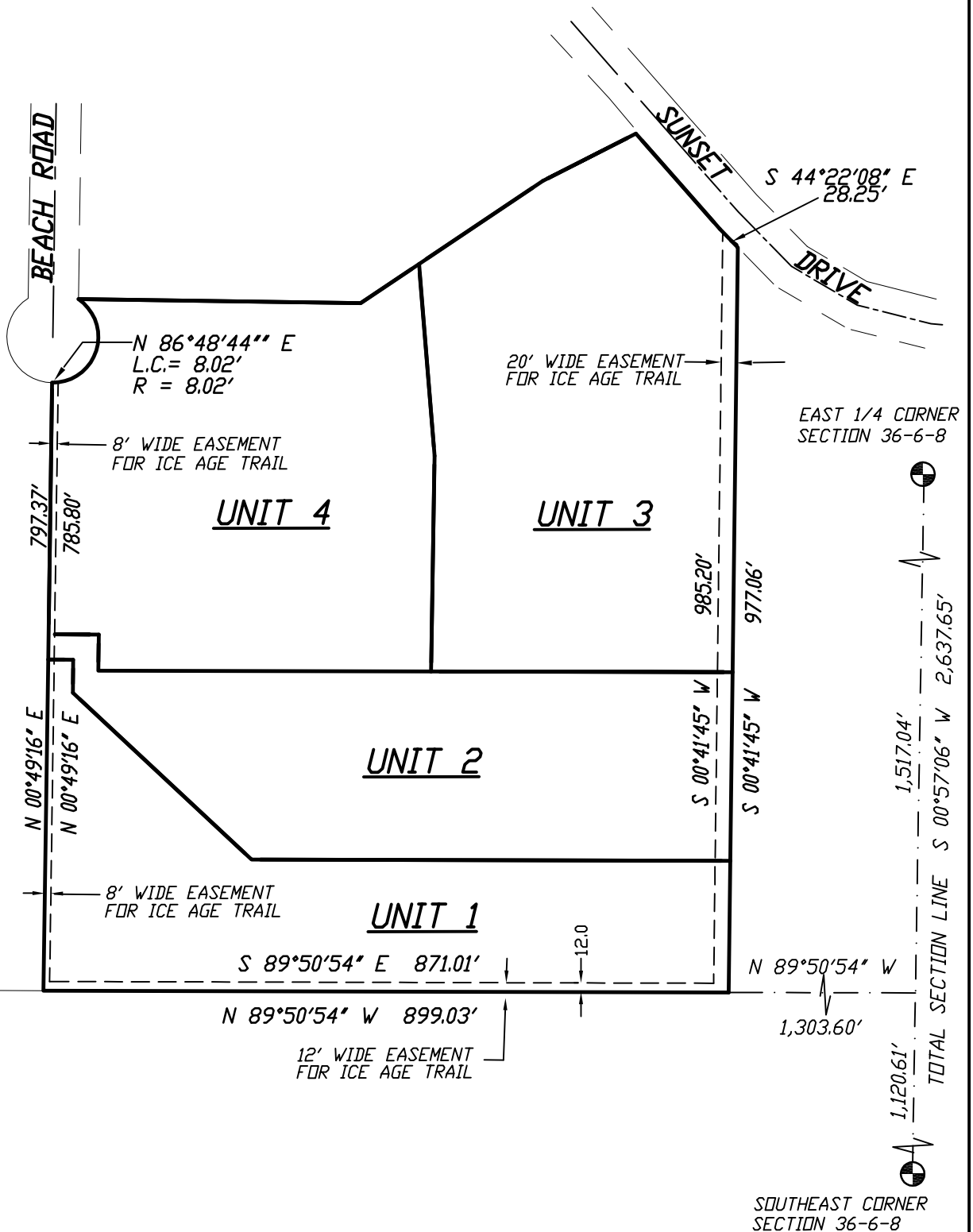
PROFESSIONAL LAND SURVEYORS

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

EXHIBIT MAP



SCALE 1" = 200'





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104A WEST MAIN STREET, WAUNAKEE, WI 53597

NOA T. PRIEVE and CHRIS W. ADAMS

PHONE: 1-608-255-5705 WEB: WILLIAMSONSURVEYING.COM

THIS ICE AGE TRAIL EASEMENT

An 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 Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. This property is also 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 N 89°50'45" W, 899.03 feet; thence N 00°49'16" E, 797.37 feet; thence along the arc of a curve concaved northerly having a radius of 60.00 feet and a long chord bearing N 86°48'44" E a distance of 8.02 feet; thence S 00°49'16" W, 785.80 feet; thence S 89°50'45" E, 871.01 feet; thence N 00°41'45" E, 985.20 feet; thence S 44°22'08" E, 28.25 feet; thence S 00°41'45" W, 977.06 feet to the point of beginning. Said Easement contains 33,189 sq.ft. or 0.76 acres.

ICE AGE TRAIL
EASEMENT

DOCUMENT NO.

THIS ICE AGE TRAIL EASEMENT (the “Easement”) is made as of the ___ day of _____, 20___, by A. Lee and Rebecca Z. Stilwell __, (hereinafter “Landowner”), in favor of the ICE AGE TRAIL ALLIANCE, INC., a Wisconsin nonstock corporation (hereinafter “Easement Holder”).

RECITALS:

WHEREAS, Easement Holder is an organization that works to protect, promote, build and maintain the Ice Age National Scenic Trail (“Trail”), which has been recognized by the United States as providing nationally significant scenic, historic, natural and cultural qualities of the region impacted by continental glaciation; and

WHEREAS, Landowner is the sole owner in fee simple of certain real property located in a region impacted by continental glaciation, being in the Town of Verona, Dane County, Wisconsin, more particularly described and depicted on **Exhibit A** attached hereto (“Property”); and

WHEREAS, Landowner desires to grant an easement to maintain a public footpath across a portion of the Property (“Trail Easement Area”), more particularly described on **Exhibits B and C**, attached hereto, which shall become part of the Trail; and

WHEREAS, the Easement Holder desires to accept the easement and intends to provide a right-of-way for the use by the public over and across the Trail Easement Area for outdoor recreation and educational purposes and to permit the maintenance and improvement of the Trail by the Easement Holder and/or assigns and to restrict other uses of the Trail Easement Area which would be inconsistent with the purposes of this Easement; and

WHEREAS, the common law and section 700.40, Wisconsin Statutes recognize “conservation easements” for the purpose of protecting outdoor recreational and scenic values for public enjoyment; and

WHEREAS, the Easement will serve the following “conservation purposes,” as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code: the preservation of land for outdoor recreation by, or the education of, the general public, the preservation of open space for the scenic enjoyment of the general public, the National Trails System Act, 16 U.S.C. 1241 et seq., and the Wisconsin Ice Age State Scenic Trail Act, Section 23.17; and

WHEREAS, Easement Holder is a nonstock corporation organized pursuant to Chapter 181 of the Wisconsin Statutes whose purposes include the planning, development and maintenance of the Trail throughout Wisconsin and the preservation of natural, scenic and open space lands for conservation purposes for the benefit of the public for scientific and charitable purposes; and is a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and a publicly supported, tax-exempt nonprofit organization qualified under Sections 170, 501(c)(3) and 509 of the Internal Revenue Code of 1986; and

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Ice Age Trail Alliance, Inc.
Attn: Executive Director
PO Box 128; 2110 Main Street
Cross Plains, WI 53528

Parcel Identification Numbers

WHEREAS, the conservation values of the Trail Easement Area are further documented in an inventory of relevant features of the Trail Easement Area, as acknowledged by the Landowner and the Easement Holder, on file at the offices of the Easement Holder and incorporated by this reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provides, collectively, an accurate representation of the Trail Easement Area at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement and which shall be signed by the both parties before the easement is signed and recorded;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Landowner and their heirs, successors and assigns by this Easement grant to the Easement Holder and its successors and assigns in perpetuity a conservation easement as described below.

1. **Recitals.** The above Recitals are hereby fully incorporated into the terms of this Easement.

2. **Purpose.** It is the purpose of this Easement that the Trail Easement Area is established for conservation and non-motorized, passive recreational trail purposes, such as walking, hiking, snowshoeing, and cross-country skiing. Should any question arise regarding the propriety of any use of the Trail Easement Area, this Easement shall be construed liberally in favor of such use.

3. **Covenants of Landowner.** In furtherance of the foregoing, the Landowner makes the following covenants, which covenants shall run with and bind the Trail Easement Area in perpetuity. Any activity on or use of the Trail Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. Public access except for by foot, snowshoe, or skis, all including dogs on leash on the Trail and within the Trail Easement Area. Any and all motorized vehicles shall be prohibited on the Trail Easement Area except for the WESTERN SEGMENT as described in Exhibits C and D which is an ingress and egress easement allowing for utility construction, emergency vehicle and farm equipment access for lands south of Unit 1.

B. The placement or construction of any buildings or other structures of any kind (including, without limitation, residential or commercial buildings, towers, roads, utility lines, billboards, and paved parking lots) except that Landowner may allow the western portion be paved for a driveway as provided for access to the Units 1, 2, and 4.

C. Any alteration of the surface of the land, including, without limitation, the excavation, addition or removal of soil, minerals, sand, gravel, rock, peat, or sod or any activity that causes or results in substantial damage to topographical features, geological formation or vegetation, except as may be required in the course of any activity permitted herein or for erosion control activities approved by the Easement Holder in writing prior to such activity.

D. The dumping or other disposal of noncompostible refuse, trash, garbage, debris or other unsightly or offensive material.

E. Any manipulation or alteration of watercourses, lake shores, wetlands or other water bodies within the Trail Easement Area, or any activities undertaken within the Trail Easement Area which are detrimental to water quality.

4. **Reserved Rights of Landowner.** Landowner and Landowner's successors and assigns reserve all rights accruing from the ownership of the Property including the right to engage in or permit or invite guests to engage in all uses of the Trail Easement Area that are not expressly prohibited or inconsistent with the purposes of this Easement.

A. Landowner and Landowner's successors and assigns reserve all rights accruing from the ownership of the Property including the right to engage in or permit or invite guests to engage in all uses of the Property and the Trail Easement Area that are not expressly prohibited or inconsistent with the purposes of this Easement.

5. **Rights of the Easement Holder.** To accomplish the purposes of this Easement, the following rights are conveyed to the Easement Holder:

A. The right-of-way and easement to permit general public access by foot, snowshoe or ski, and dogs on leash but not otherwise, over and across the Trail Easement Area.

B. The right to prohibit public access to all but foot, snowshoe or ski users through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Trail Easement Area except as provided for herein.

C. The right to lay out, mark, develop and maintain or relocate the Trail anywhere within the Trail Easement Area, including the right to construct such structures as bridges and boardwalks, over and across the Trail Easement Area; to make minor topographical changes to the Trail Easement Area for the necessity and convenience of locating the Trail; to post signs marking the Trail footpath, property boundaries, and interpreting natural features; and to manage vegetation through selective removal of exotic or nuisance plant species in order to maintain and enhance the ecological value of the Trail Easement Area.

D. Easement Holder shall have the right to enter upon the Trail Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement.

E. Easement Holder shall have the right to prevent any activity on or use of the Trail Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Trail Easement Area that may be damaged by any inconsistent activity or use.

6. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

To Landowner:
A. Lee & Rebecca Z. Stilwell
1730 Beach Road _____
Verona, WI 53593 _____

To Easement Holder: Executive Director
Ice Age Trail Alliance, Inc.
P.O. Box 128; 2110 Main St.
Cross Plains, WI 53528

or to such other address or by such other means of common communication as either party from time to time shall designate by written notice to the other.

8. **Recording.** Easement Holder shall record this instrument or a memorandum thereof in the office of the Register of Deeds and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **General Provisions.**

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and to the subject matter set forth herein.

F. Amendment; Termination of Rights and Obligations. This Easement may only be amended by a written instrument executed by Landowner and Easement Holder. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Trail Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

TO HAVE AND TO HOLD unto Easement Holder and its successors and assigns forever.

IN WITNESS WHEREOF Landowner and Easement Holder have set their hands on the day and year first above written.

LANDOWNER

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
_____ COUNTY)

Personally came before me _____, 20____, the above-named _____, to me known to be the person who executed the foregoing document and acknowledged the same **[on behalf of said trust]**.

Notary Public, State of Wisconsin
My Commission: _____

[Signatures continue on next page]

ACCEPTANCE

Ice Age Trail Alliance, Inc., by a resolution of its Board of Directors adopted at a duly convened meeting on _____, 20__ hereby accepts the Easement Holder's interest in this Easement.

ICE AGE TRAIL ALLIANCE, INC.

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN }
) ss
_____ COUNTY }

Personally came before me _____, 20__, the above-named _____, the _____ and _____, the _____ of Ice Age Trail Alliance, Inc., to me known to be the persons who executed the foregoing document as such officers and acknowledged they executed the foregoing document as such officers on behalf of said corporation by its authority.

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by:
Danny Tang
Godfrey & Kahn S.C.
One East Main Street, Suite 500
PO Box 2719
Madison, WI 53701-2719

CONSENT OF MORTGAGEE [if needed]

The undersigned, holder of a mortgage encumbering the Property, hereby consents to, approves and accepts the foregoing Easement and agrees that the lien of its mortgage shall be and is hereby rendered subordinate to the rights therein granted.

Dated this _____ day of _____, 20__.

 NONE

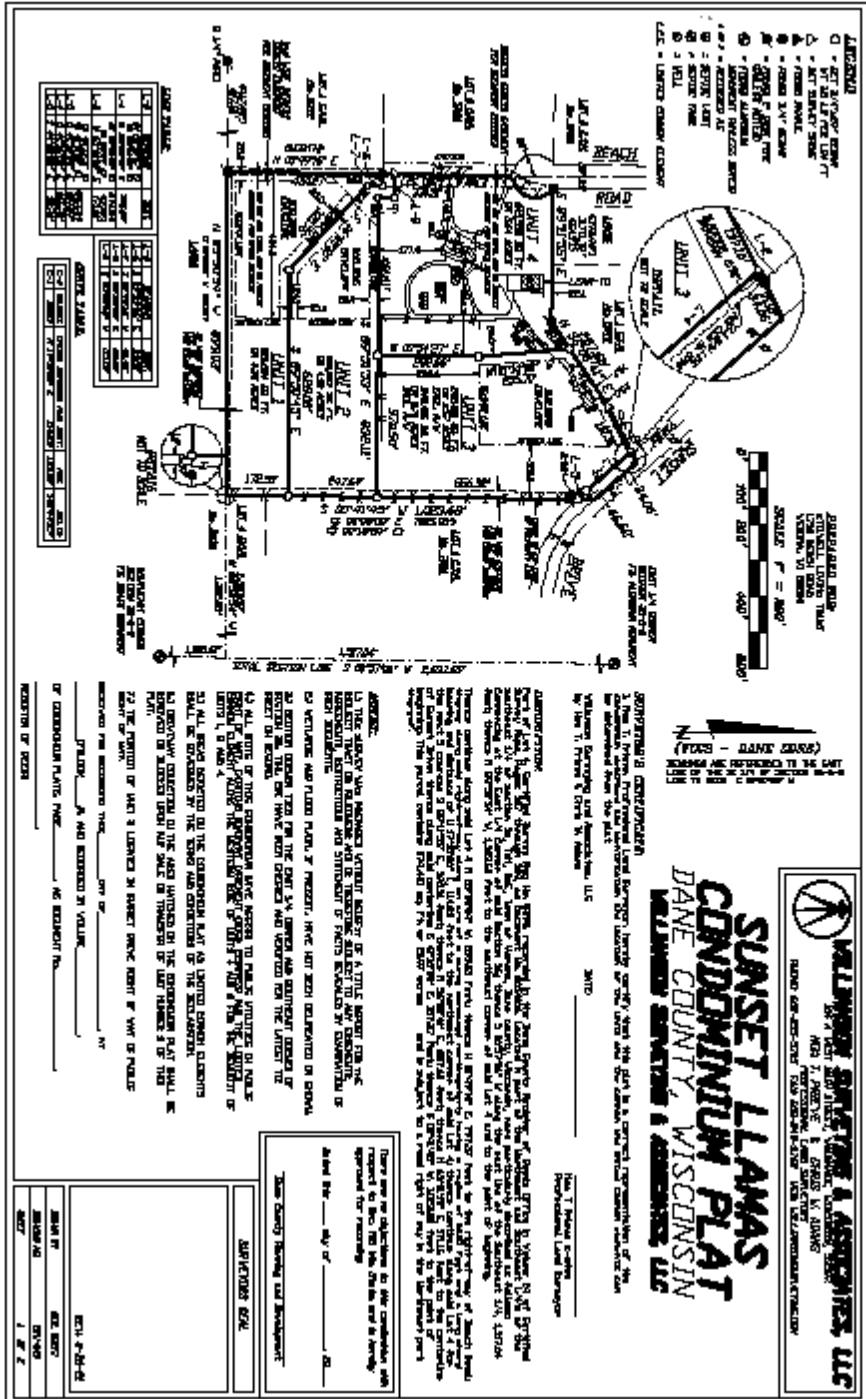
By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A - SUNSET LLAMAS CONDOMINIUM PLAT





WILLIAMSON SURVEYING & ASSOCIATES, LLC

104A WEST MAIN STREET, WAUNAKEE, WI 53597

NOA T. PRIEVE and CHRIS W. ADAMS

PHONE: 1-608-255-5705 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT B

ICE AGE TRAIL EASEMENT – SUNSET LLAMAS CONDOMINIUM PLAT

An 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 Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. This property is also 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 N 89°50'54" W, 899.03 feet; thence N 00°49'16" E, 797.37 feet; thence along the arc of a curve concaved northerly having a radius of 60.00 feet and a long chord bearing N 86°48'44" E a distance of 8.02 feet; thence S 00°49'16" W, 785.80 feet; thence S 89°50'45" E, 871.01 feet; thence N 00°41'45" E, 985.20 feet; thence S 44°22'08" E, 28.25 feet; thence S 00°41'45" W, 977.06 feet to the point of beginning. Said Easement contains 33,189 sq.ft. or 0.76 acres.



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104A WEST MAIN STREET, WAUNAKEE, WI 53597

NOA T. PRIEVE and CHRIS W. ADAMS

PHONE: 1-608-255-5705 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT C

WEST SEGMENT OF ICE AGE TRAIL EASEMENT AND ACCESS EASEMENT FOR LANDS TO SOUTH IN SW ¼ OF SE ¼ OF SECTION 36

An 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 Office in Volume 24 of Certified Survey Maps, Pages 307 through 309, as Document No. 2054106. This property is also 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; thence continue N 89°50'54" W, 899.03 feet to the point of the beginning.

Thence N 00°49'16" E, 797.37 feet; thence along the arc of a curve concaved northerly having a radius of 60.00 feet and a long chord bearing N 86°48'44" E a distance of 8.02 feet; thence S 00°49'16" W, 797.80 feet to south property line; thence along said south line, N 89°50'54" W, 8.00 feet to the point of beginning. Said Easement contains 6380 sq.ft. or 0.15 acres.

REUTER, WHITISH & EVANS, S.C.

**ATTORNEYS AT LAW
44 EAST MIFFLIN ST., SUITE 306
MADISON, WISCONSIN 53703**

ALLEN D. REUTER
BARBARA O. WHITISH (1952-2013)
DANIEL J. EVANS
DAVID D. RELLES
KEVIN F. MILLIKEN (OF COUNSEL)
NOAH B. RELLES

TELEPHONE
(608) 250-9053

FACSIMILE
(608) 250-9054

MEMORANDUM

To: Sarah Gaskell, Administrator/Planner
From: Allen D. Reuter, Town Attorney
Date: November 12, 2021
Re: Existing Easements for Access – Stillwell Condo Development

You asked for my opinion as to whether the existing easements granting access to the Stilwell property (and neighboring properties) must be updated to address the proposed conversion of the Stilwell parcel to 4 condominium units. The Stilwell property (the “Condo Parcel”) is currently described as Lot 4, CSM No. 5396. Immediately to the west of that parcel is Lot 3 of CSM 5396 owned by James and Phyllis Wiederhoeft (“Lot 3”) and Lot 1 of CSM 6372 owned by David Lonsdorf and Marilyn Chohaney (“Lot 1”). Lot 1, Lot 3 and the Condo Parcel all abut on the public road cul-de-sac of Beach Road, which extends north to Sunset Drive. The easterly 33 feet of the northerly approximately 370 feet of Lot 1 is subject to an existing access easement. The question presented is whether the referenced easement (and a parallel easement on the Condo Parcel) must be amended to allow access to the individual units to be created on the Condo Parcel.

The existing easements are recorded in the office of the Register of Deeds for Dane County in Vol. 16614 page 45 as Document No. 2285923. The easement document was signed by both the Stilwells and Wiederhoefts prior to the sale of Lot 1 to Lonsdorf/Chohaney. The easements run along the boundary between the Condo Parcel and Lot 1. By their terms, the easements are intended to benefit Lot 1, Lot 3 and the Condo Parcel. While not parties to the easement agreement, Lonsdorf/Chohaney became beneficiaries of the easement (i.e acquired the right to use the portion of the easements they did not otherwise own) upon acquiring title to Lot 1.

The terms of the easement relevant to the question presented are as follows:

- Lot 1, but neither of the other lots, is restricted to one single-family structure with an attached garage and a single accessory building.
- A 33’ wide easement is created on Lot 1 and another 33’ wide easement is created on Lot 4 (the Condo Parcel), both straddling the property line (for a combined 66’ easement width) and connecting to the Beach Road cul-de-sac.
- The easements allow for ingress and egress to and from Lots 1, 3 and 4 (the Condo Parcel).
- Construction and maintenance responsibility are allocated among the benefitted parties.

- Stilwells reserved the right to create “one or more additional lots” on Lot 4 (the Condo Parcel) and those new lots, if created, “would also be subject to and benefit from the terms of the easement.”
- All of the terms of the easement “run with the land and shall be binding on, and shall inure to the benefit of the owners of Lots 1, 3 and 4 (the Condo Parcel), their heirs, successors, mortgagees, assigns and legal representatives.”

The proposed condominium plat would create 3 units (Units 1, 2 and 4) on the Condo Parcel that would abut on the existing easement. Ownership of the easement area on Lot 1 will not change, but since all of the units are on the Condo Parcel, their owners will become successors in interest to the Stilwells upon the transfer of title to any of those units. As such, they have the right to use the portion of the easement on Lot 1 just as if the Stilwells still owned the Condo Parcel or its individual units.

The portion of the easement located on the Condo Parcel is designated by the plat as a common area, and defined as a limited common area by the proposed condominium declaration. As such, ownership of that land will transfer in undivided shares to the condominium unit owners upon recording of the plat and declaration. As to this portion of the easement, the unit owners will be the successor in interest to the Stilwells, so they will have both ownership and the right to use the easement area located on the Condo Parcel. That change in ownership will not affect the right of Lot 1 to continue using the easement on the Condo Parcel.

Since the rights of the Stilwells to use the Lot 1 easement automatically transfer to new owners of the Condo Parcel, the change in ownership of any part of the Condo Parcel does not change the rights granted by the easement. Each unit owner will be a successor in interest to the Stilwells, and will take title to their units with the rights attached to those units, including the right to use the easement. Note that the provision making the easement rights run with the land is what gave the owners of Lot 1 their right to use the easement on the Condo Parcel. While there is nothing wrong with the parties entering into a new easement agreement or an amendment to the current one, there is no need to do so to assure access rights to the units being created by the condominium plat. That decision, therefore, is one for mutual agreement among the affected landowners, as there is no basis for the Town to require one.

Please let me know if you have any additional questions.

Declaration of Conditions, Covenants and
Restrictions and Declaration of Easements

This Declaration is made this 27th day of August, 1991 by A. Lee Stilwell and Rebecca Z. Stilwell, hereinafter referred to as "Stilwells".

WHEREAS Stilwells are the owners of 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, hereinafter referred to as Lot 4;

AND WHEREAS Stilwells 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, hereinafter referred to as Lot 1;

AND WHEREAS James W. Wiederhoeft and Phyllis C. Wiederhoeft are the owners of Lot 3, Certified Survey Map No. 5396, recorded on November 11, 1987 in the office of the Dane County Register of Deeds as Document No. 2054106, hereinafter referred to as Lot 3;

AND WHEREAS Stilwells wish to impose certain conditions, covenants and restrictions on Lot 1 and also wish to create certain easements for the benefit of Lot 1, Lot 3 and Lot 4;

NOW THEREFORE, Stilwells hereby declare that:

Conditions, Covenants and Restrictions

1. Lot 1 shall be used only for single family residential purposes and no structure shall be erected, placed or permitted to remain on said lot other than one detached single-family dwelling, except as set forth herein.

2. The residential structure on Lot 1 shall not exceed two stories in height above basement or foundation level. The front of the house must face northeast or east and be not more than 45 feet off of parallel with the east lot line.

3. The residential structure on Lot 1 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.

4. The residential structure on Lot 1 shall have an attached garage and such garage shall contain not less than two (2) automobile garage stalls. All garage door openings in said attached garage or in any secondary building constructed in accordance with paragraph 8 shall be constructed so that they open in a direction which is at least 90 degrees from the direction in which the front of the house faces.

5. No buildings shall be erected or placed on Lot 1 until the plans, specifications, lot drawing showing elevations and location shall have been approved in writing by the Stilwells or their successors in interest, or by their agent designated in writing for such purpose. 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 Stilwells or their successors in interest, or their agent do not object to such construction plans, specifications, lot plan and elevations in

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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.

6. The easternmost wall of the residential structure shall not be located on Lot 1 nearer than 133 feet from the East lot line nor nearer than 125 feet from the North lot line nor nearer than fifty (50) feet from the south and west lot lines. Any structure other than the residential structure shall be located to the West of the westernmost wall and south of the northernmost wall of the residential structure and shall not be located nearer than 50 feet from the South and West lot lines of Lot 1. The northerly 125 feet of Lot 1 is hereby designated a view protected area. No structures of any kind shall be built in said area and no trees or shrubs which will exceed 8 feet in height at maturity may be planted in said area without the written permission of Stilwells or their successors in interest.

7. At least one-third of the exterior front wall surface of the residential structure on Lot 1 not including garage wall area, must be of stone or brick surface. No exterior antennas or satellite dish or clotheslines shall be erected on Lot 1 without written approval of the undersigned owner or their successors in interest or by their agent designated in writing for such purpose and must at minimum meet conditions listed in Paragraph 6 above.

8. 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 3/4 of the square footage of the footprint of the residential structure not including garage and porches. The structure shall also meet all other conditions as outlined herein, especially items 5, 6, 9, 10 and 12. The second building shall not exceed one story or have side walls greater than nine feet in height.

9. All external construction and landscaping for the residential structure or secondary building on Lot 1 shall be completed within 12 months from the date of issuance of the building permit.

10. No buildings previously erected elsewhere may be moved onto Lot 1 except new pre-fabricated construction which has been approved in advance in writing by the undersigned owners or their successors in interest or by their agent.

11. A fence may be installed on Lot 1. However, no part of any 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.

12. All garage floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.

13. No trailer, basement without first story residence, tent, shack, garage, barn or secondary building (Paragraph 8) as previously allowed or any part thereof shall ever be used as a residential area, temporary or permanent on Lot 1.

14. 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. 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.

15. 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 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.

16. No animals, including horses, livestock or poultry of any kind, (other than household pets), may be kept on Lot 1.

17. The above listed conditions, covenants and restrictions may be enforced by any owner of property in CSM 5396. The penalty for any violation will 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.

Easements

18. Lot 1 shall be subject to an easement for ingress and egress to Lot 3 and Lot 4 of Certified Survey Map No. 5396. Said easement shall cover that portion of Lot 1 which is described as commencing at the northeasterly corner of Lot 1, being the most southerly point of the existing Beach Road cul de sac; thence S 00 00' 00" E 362.97'; thence S 89 28' 00" W 33'; thence N 00 00' 00" W 373.17' to the most northerly point of Lot 1; thence southeasterly along the most northerly boundary of Lot 1, 34.45' to the point of beginning.

19. Lot 4 shall be subject to an easement for ingress and egress to Lot 1 and Lot 3. Said easement shall cover that portion of Lot 4 which is described as commencing at the northeasterly corner of Lot 1, being the most southerly point of the existing Beach Road cul de sac; thence S 00 00' 00" E 362.97'; thence N 89 28' 00" E 33'; thence N 00 00' 00" W 373.17' to a point on the existing Beach Road cul de sac; thence southwesterly 34.45' along the existing Beach Road cul de sac to the point of beginning.

20. The easement areas shall be used by the owners of Lots 1, 3 and 4 and their guests only for ingress and egress to their respective lots. Said areas shall not be used for the parking of vehicles and shall not be used in any other manner which would impede the use of said areas for ingress and egress.

21. Stilwells shall be responsible for supervising and paying for all costs of the construction of a crushed stone road base and a twenty foot wide asphalt roadway. The center line of the asphalt roadway shall be the common boundary of the two easement areas described above. Said asphalt roadway shall be constructed for a length of 402.97 feet commencing at the northerly most points of the easement areas and shall be constructed in accordance with Dane County road specifications. Construction of the roadway shall be completed on or before August 30, 1991.

22. The owners of Lots 1, 3 and 4 shall be entitled to construct asphalt or concrete driveways which connect their residences with the easement areas and asphalt roadway. The owners of Lots 1 and 3 shall not place any plantings, buildings, fences or other surface objects in the easement areas without the written consent of owners of Lot 4.

23. After completion of the above described asphalt roadway, the costs of and responsibility for repairs, maintenance, upkeep and snow removal for the northerly 210 feet of the asphalt roadway shall be shared equally by the owners of Lots 3 and 4. The costs of and responsibility for the repairs, maintenance, upkeep and snow removal for the remaining 212.97 feet of the asphalt roadway shall be the obligation of the owners of Lot 1 and 4. All decisions concerning repairs, maintenance, upkeep and snow removal

for any portion of the asphalt roadway shall be made by mutual consent of the parties having responsibility for those portions of the roadway as such responsibility is allocated under this paragraph.

24. Stilwells reserve to themselves and their successors in interest the right to transfer the easement areas, together with a circular area having a sixty foot radius and covering portions of lots 1, 3 and 4 to the Township of Verona or its successor, for use as a public road and cul de sac. The center point of said circular cul de sac area shall be the most southerly point of the common boundary of the above described easement areas. The owners of Lots 1 and 3 shall, upon request, execute such documents as may be necessary to complete the transfer of title to the easement areas and circular cul de sac area to the municipality. Upon such transfer, the easements shall terminate and the owners of Lots 1, 3 and 4 shall have no further obligations to each other in regard to the easements, except those obligations which may be outstanding on the date of termination. Any costs incurred in developing the easement areas and circular cul de sac area into a public road shall be paid for by owners of Lot 4, unless the owners of Lot 1 have requested such development, in which case the owners of Lot 1 shall pay said costs.

25. Stilwells also reserve to themselves and their successors in interest the right to declare that the easterly 12 feet of Lot 1 is subject to an easement. Said additional easement may be for one or more of the following purposes, including utility construction, walking, jogging, cross country skiing, emergency vehicle and farm equipment access. Said additional easement shall be on such terms as Stilwells or their successors in interest may deem to be appropriate.

26. Stilwells also reserve to themselves and their successors in interest the right to create one or more additional lots which would be located east of and adjoining Lot 1. Said additional lots would also be subject to and benefit from the terms of the easements set forth herein. Said lot or lots would also be subject to such of the conditions, covenants and restrictions set forth herein as Stilwells elect to impose on such lot or lots at the time the lot or lots are created. If such lot or lots are created, the cost allocations set forth in paragraph 23 shall be changed so that costs related to the northerly 210 feet of the easement areas shall be shared equally between lots 3 and 4 and the costs related to the remaining 212.97 feet of the easement areas shall be divided equally between the new lot or lots and Lot 1.

27. Each lot owner (hereinafter the first owner) agrees that except to the extent caused by the actions of one of the other two lot owners (hereinafter the second and third owners), the first owner shall hold the second and third owners harmless from any and all costs, expenses, fees and damages imposed as a result of the use of said easement areas by the first owner or the first owner's agents, invitees and guests.

28. In the event that the owners of Lot 3 elect to construct a private driveway to serve their property which intersects the existing Beach Road cul de sac rather than a drive which intersects the easement areas, then their rights and obligations under this Declaration shall terminate and they shall execute such documents as may be necessary to evidence such termination.

29. Upon the execution and recording of this Declaration, that Easement Agreement dated November 30, 1988 and recorded in Vol. 12264, Page 27 as Document #2117254 of the Dane County Registry shall terminate.

30. All of the conditions, covenants, restrictions and easement provisions set forth in the Declaration 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, their heirs, successors, mortgagees, assigns and legal representatives.

Owners of Lots 1 and 4
A. Lee Stilwell
A. Lee Stilwell
Rebecca Z. Stilwell
Rebecca Z. Stilwell

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 28th day of August, 1991, A. Lee Stilwell and Rebecca Z. Stilwell, who executed the foregoing instrument and acknowledged the same.

Richard R. Parker
Notary Public
State of Wisconsin
My Commission is Permanent.

Owners of Lot 3
James W. Wiederhoeft
James W. Wiederhoeft
Phyllis C. Wiederhoeft
Phyllis C. Wiederhoeft

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 27th day of August, 1991, James W. Wiederhoeft and Phyllis C. Wiederhoeft, who executed the foregoing instrument and acknowledged the same.

Richard R. Parker
Notary Public
State of Wisconsin
My Commission is Permanent.

Document drafted by and should be returned to:

A. Lee Stilwell and Rebecca Z. Stilwell
5698 Nutone Street
Madison, Wisconsin 53711

REC'D - 29 3 24 PM '91
REGISTRY
DANE COUNTY, WI
RECORDS & CLERK'S OFFICE

Return To:
James Wiederhoeft
PO Box 5326
Madison WI 53705

A. Lee Stilwell

Rebecca Z. Stilwell

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 19____, A. Lee Stilwell and Rebecca Z. Stilwell, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission is Permanent.

Owners of Lot 3

James W. Wiederhoeft

Phyllis C. Wiederhoeft

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 19____, James W. Wiederhoeft and Phyllis C. Wiederhoeft, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission is Permanent.

Document drafted by and should be returned to:

A. Lee Stilwell and Rebecca Z. Stilwell
5698 Nutone Street
Madison, Wisconsin 53711

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 Brynelson, 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 _____, 2021

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.

**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.

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 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. As of the recording of this Declaration, the only Limited Common Element is the portion of the ingress and egress easement set forth in the Declaration of Conditions, Covenants, and Restrictions and Declaration of Easements, recorded in the Dane County Office of the Register of Deeds, Document # 2285923, that runs along the west boundary of Unit 4, a portion of Unit 2, and abuts Unit 1 as shown on the Condominium Plat (the “*Ingress Egress Easement*”). The Ingress Egress Easement shall be a Limited Common Element for the exclusive benefit of Units 1, 2, and 4.

(c) Use. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners [ADR1] who have the exclusive use of such Limited Common Elements. The owners of Units 1, 2, and 4 shall have the perpetual unrestricted right of ingress and egress from his or her Unit over said Limited Common Element to and from Beach Road associated with those Units subject to any restrictions set forth under the Ingress Egress Easement. This includes the right to connect a driveway to the Ingress Egress Easement consistent with the benefits set forth under the Ingress Egress Easement.

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 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 Ingress Egress Easement. All matters relating to maintenance, repair, or replacement of the Ingress Egress Easement shall be determined solely by the Unit Owners who have the exclusive use of such Limited Common Elements, and all expenses relating to the Limited Common Elements shall be

paid solely by the Unit Owners who have the exclusive use of such Limited Common Element. 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.

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^[ADR2], 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. [ADR3] 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 [ADR4] 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 ~~aone~~ 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.* Mail delivery and pick up is located at the Beach Road cul de sac. 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.

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 _____, 2021.

STILWELL LIVING TRUST

By:_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

On this _____ day of _____, 20__ , before me personally appeared _____, Trustee of the Stilwell Living Trust, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same.

Robert C. Procter
Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A
Legal Description

EXHIBIT B
Condominium Plat
See attached

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. 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
(608) 845-7187

OFFICE USE ONLY

Application # _____
Fee _____
Paid by _____
Date _____ Check # _____
Receipt # _____

Proposed Condominium Plat for Warren and Mary Ann Olsen

Warren and Mary Ann own 19.4 acres on Sunset Drive and are proposing a 4 unit Condominium Plat, which will create 3 more home sites in addition to their existing residence. The Olsen's have lived in their house on the site for 45 years, and also have a detached garage and outbuilding on the property, all of which will be on Unit 4 of the proposed Condo Plat (attached).

The property is within zone C of the City/Town boundary agreement, and within Fitchburg's ETJ (which is the reason for the Condo Plat approach). Their goal is to eventually sell the 3 home sites and have new homes built similar to other projects in the neighborhood (CSM 12006 to the west, Deer Haven Estates to the east, and the proposed Stillwell Condo Plat to the south). The home sites will range in size from 3.6 acres to 5.3 acres. Because of the wooded nature of the land, and the desire to avoid a full town road construction through the trees, they are proposing larger lots and limiting the total number to 4.

All 4 homes will share the existing driveway that has access on Sunset Drive. The shared driveway will be within an 80' Common Element, which will encompass the meandering driveway as it exists today. The driveway will be improved to Town Driveway standards and be owned and maintained jointly by all of the homeowners.

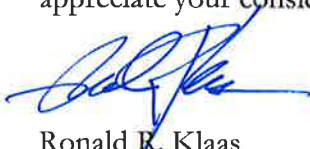
An existing conditions map is attached, and that shows the property to be heavily wooded, with hardwoods on the front portion and a planted pine plantation on the northern two thirds. For some historical perspective, there is also an arial photo from 1976, shortly after the Olsen's built their house. The existing conditions map includes topography, which shows the land to be rolling, no steep slopes, with drainage primarily to the west. Because the lots are large, stormwater management will be handled on site by each individual homeowner.

The fourth map shows the existing underlying soils. The Dresden and New Glarus soils in the area are defined as silt loams that are moderately deep and well drained. Septic drain fields will work in these soils, similar to all of the other homes in the area. Perk tests will need to be completed and septic systems designed and approved by the County as each site is built on.

The property needs to be rezoned from the current designation of RR-2 in order to move forward with the Condo Plat. A rezone application has been filed with the County to move this into the MFR-08 district, which is what the County requires for Condo Plats in rural areas. This request is scheduled to be at the ZLR meeting for a public hearing on December 28th.

A Neighborhood meeting is scheduled for Monday November 15th at the Town Hall. The Plan Commission will be updated on that discussion at their next meeting on November 18th.

D'Onofrio Kottke is providing the Civil Engineering and Land Surveying for this project. Robert Proctor will be the attorney who assists with the Condo Declaration and other legal matters. We appreciate your consideration of this proposal.



Ronald R. Klaas

OLSEN CONDOMINIUM, 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

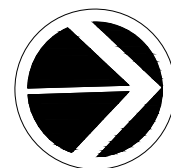
REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2021 at
_____ o'clock _____ M. and recorded in Volume _____ of Condominium Plats on
Pages _____ as Document Number _____.

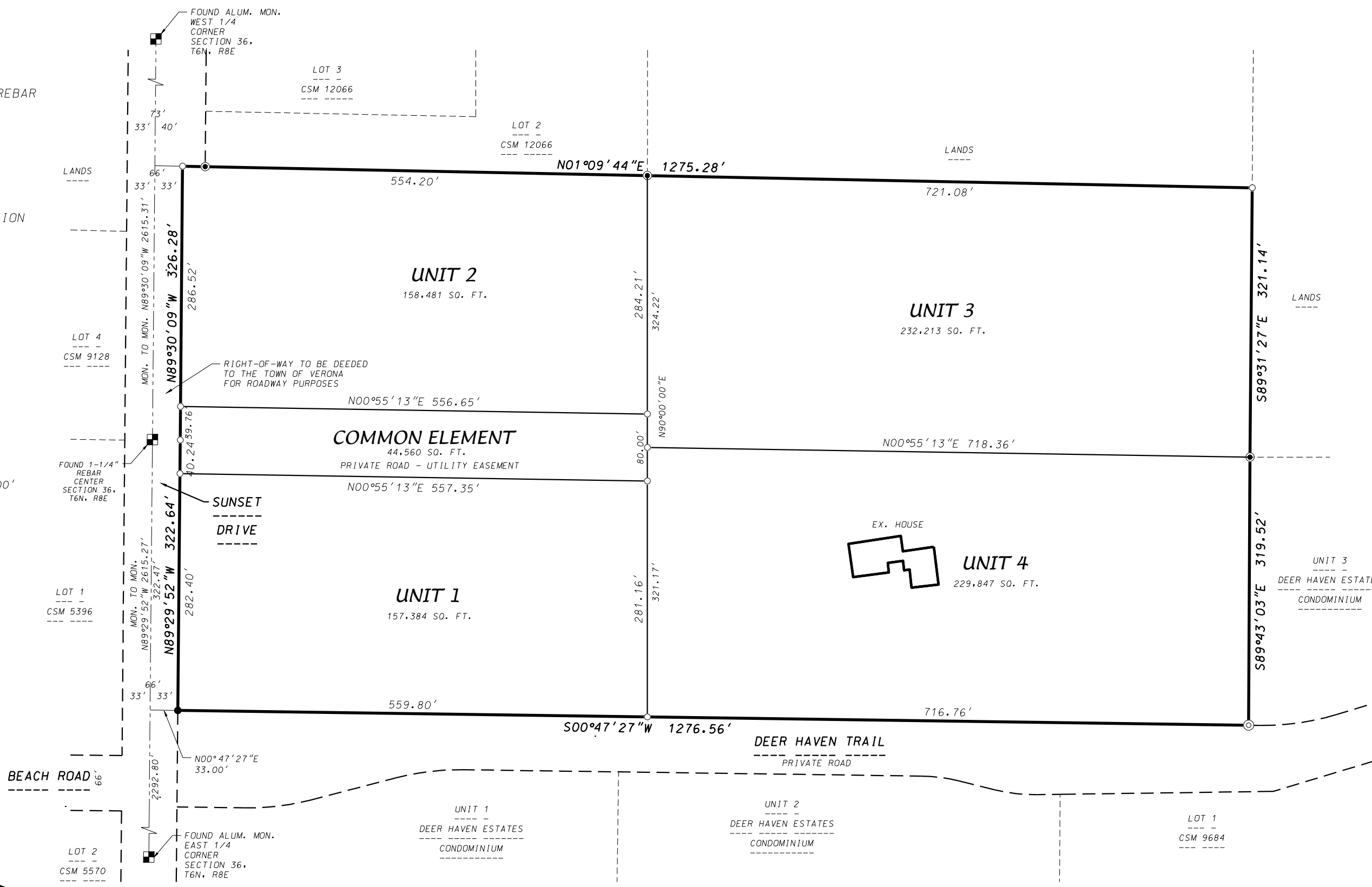
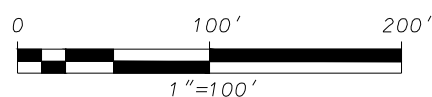
Kristi Chlebowski, Dane County Register of Deeds

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

- 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



GRID NORTH WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE)
THE SOUTH LINE OF THE NE 1/4 OF SECTION 36, T6N, R8E BEARS N89°29'52"W



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 _____, 2021
Brett T. Stoffregan,
Professional Land Surveyor, S-2742

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

FN:18-02-151

ZONING DESCRIPTION

PARCEL TO BE ZONED MFR-08

A parcel of land located in the SW1/4 of the NE1/4 and the SE1/4 of the NW1/4 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, 2615.27 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, 1308.28 feet along the East line of Lot 2, Certified Survey Map No. 12066 and the Northerly extension thereof to a point on the North line of said SE1/4 of the NW1/4; thence S89°31'27"E, 321.14 feet to the Southwest corner of 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, 1309.56 feet along the West line of Deer Haven Trail and the Southerly extension thereof to the point of beginning. Containing 843,901 square feet (19.373 acres).

Planning Report

Town of Verona

November 18th, 2021

6466 Sunset Drive

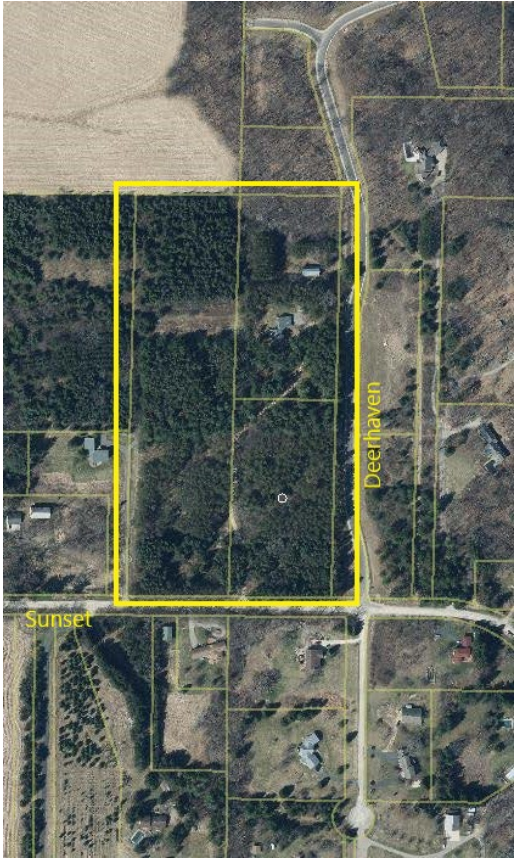
Summary: The applicant is seeking approval for a Condo Plat for parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2 and 062/0608-361-9100-7. The plat would create four units of approximately 5.4, 5.4, 3.6 and 3.6 acres in size, all zoned MFR-08.

Property Owner: Olsen Trust

Property Addresses: 6466 Sunset Drive

Applicant: Ron Klass,
D’Onfrio Kottke and Associates

Location Map



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.

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 a few accessory buildings. 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 access via the existing driveway access as a shared common element.

Other: Due to the proposed size of the units, it is anticipated that stormwater concerns will 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 from the 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

Neighborhood Meeting for the Olson Condo Plat Proposal
Monday 6pm November 15th, 2021
Town of Verona Town Hall Community Room

There were approximately 10 neighbors who showed up for the neighborhood meeting last night. As expected, it was mostly for gathering more information on the project.

The biggest concern was about the existing pines, with most neighbors wanting to make sure there was a buffer of trees between them and the new homes. We discussed having a 100' setback from Sunset Drive, and a minimum of 50' along the back of the lots (although that really only impacts units 1 & 2, since the Olsen's house is existing and unit 3 will back up to the 11 acre parcel that the Schorr's are purchasing).

One attendee had a much different opinion about the trees, because he thinks they are aging out and will start dying and potentially be a fire hazard. He would like to see the new homeowners gradually replace the pines with a more diverse variety of hardwoods and evergreens (which I think will happen naturally over time). I offered to consult an arborist to get a professional opinion on the remaining life span of the trees and suggestions on eventual turnover of the woods.

He also mentioned that Chris Barnes was planning on a rebuild of Sunset in 2022, and wondered about the timing due to the 6 lots remaining to be built on in Deer Haven, 3 more homes on Stillwell lands, and 3 more on Olsen's. However, Sunset needs upgrading and the consensus seemed to be that it should be move ahead (and hopefully the rebuild provides better pavement support for construction vehicles).

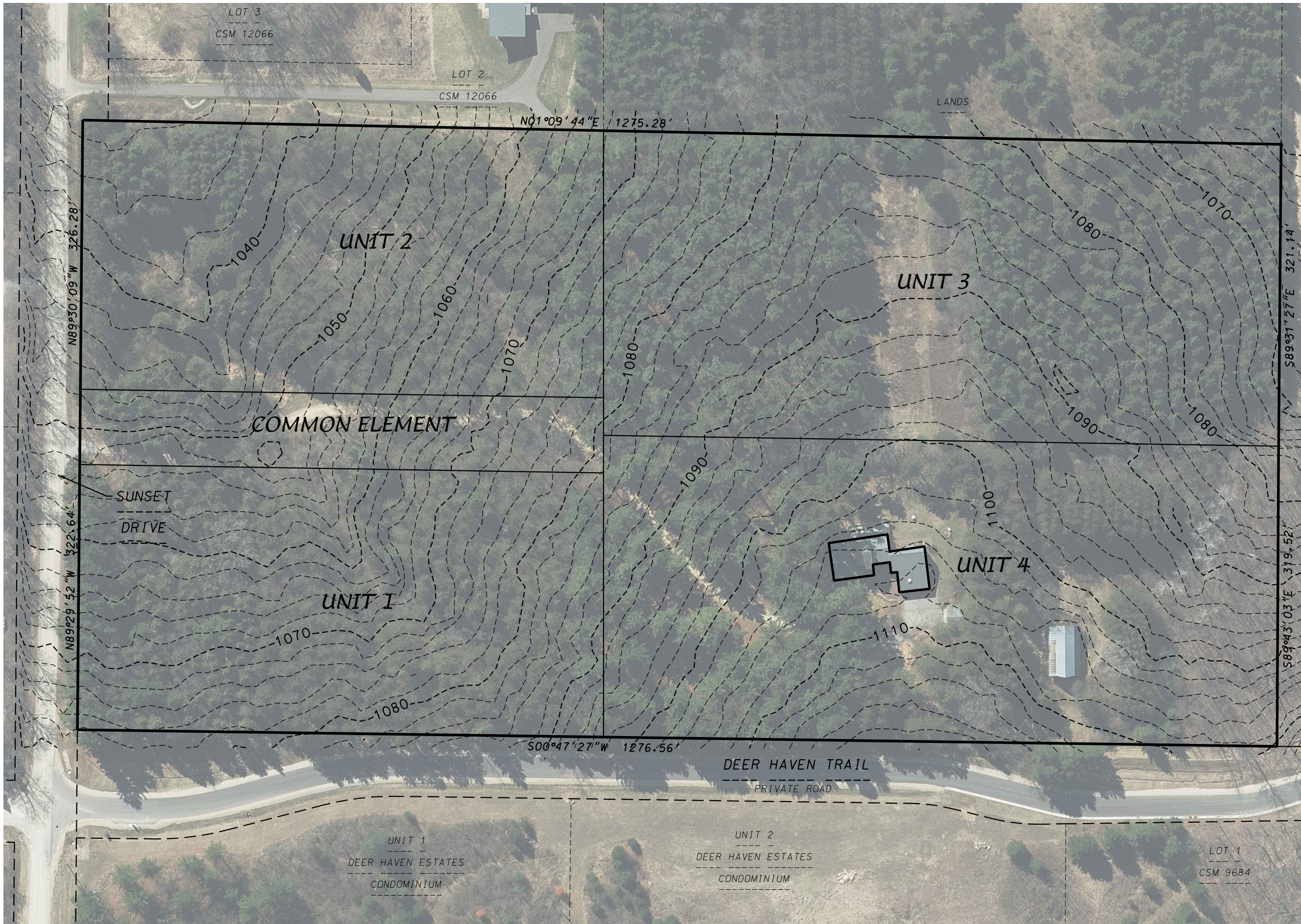
There was mention of TDS having high speed internet in the area, which will be available to the new homeowners.

I mentioned that these homes will be on well and septic, and the underlying soils are suitable for septic systems. No issues brought up with that.

Also mentioned that there will be many more Town meetings, as well as a public hearing at ZLR for the rezone needed. Timing was brought up, and we said our goal is to have all of this completed over the winter and spring month.

One attendee had a concern about the short notice for the neighborhood meeting. I told her to have the neighbors who could not make it to give me a call or send an email and I would be happy to answer questions.

Summary provided by Ron Klaas, D'Onfrio Kottke and Associates



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Woodward Way, Madison, WI 53717
 Phone: 608.839.7390 • Fax: 608.839.1089
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

EXISTING CONDITIONS
OLSEN 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



SCALE: 1" = 100'

DATE: 09-03-13
 REVISED:
 *

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

Olsen Condo Plat--aerial photo circa 1976



November 11, 2021

Dane County Mask

-  Dane County Mask
-  Road Names
-  Parcels

