

Rec. 16.001297 4/24/19  
#910 RB



City of Fitchburg  
Planning/Zoning Department  
5520 Lacy Road  
Fitchburg, WI 53711  
(608-270-4200)

# LAND DIVISION APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@fitchburgwi.gov) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

1. Type of Action Requested:
- Certified Survey Map Approval
  - Preliminary Plat Approval
  - Final Plat Approval
  - Replat
  - Comprehensive Development Plan Approval

2. Proposed Land Use (Check all that Apply):
- Single Family Residential
  - Two-Family Residential
  - Multi-Family Residential
  - Commercial/Industrial

3. No. of Parcels Proposed: 2

4. No. Of Buildable Lots Proposed: 2

5. Zoning District: R-M Medium Density Residential

6. Current Owner of Property: JEFFREY Carbett / Tony Magestro

Address: 5748 / 5750 Williamsburg Way Phone No: 608-225-5009

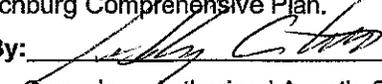
7. Contact Person: Jeffrey Carbett

Email: badge-appraisals@charter.net

Address: 5109 Midmeor RD Monona WI 53716 Phone No: 608-225-5009

8. Submission of legal description in electronic format (MS Word or plain text) by email to: [planning@fitchburgwi.gov](mailto:planning@fitchburgwi.gov)

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By:  Jeffrey Carbett  
 Owner's or Authorized Agent's Signature      Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: Date Received: 4/23/19

Ordinance Section No. \_\_\_\_\_ Fee Paid: \$910.00

Permit Request No. CS-2287-19

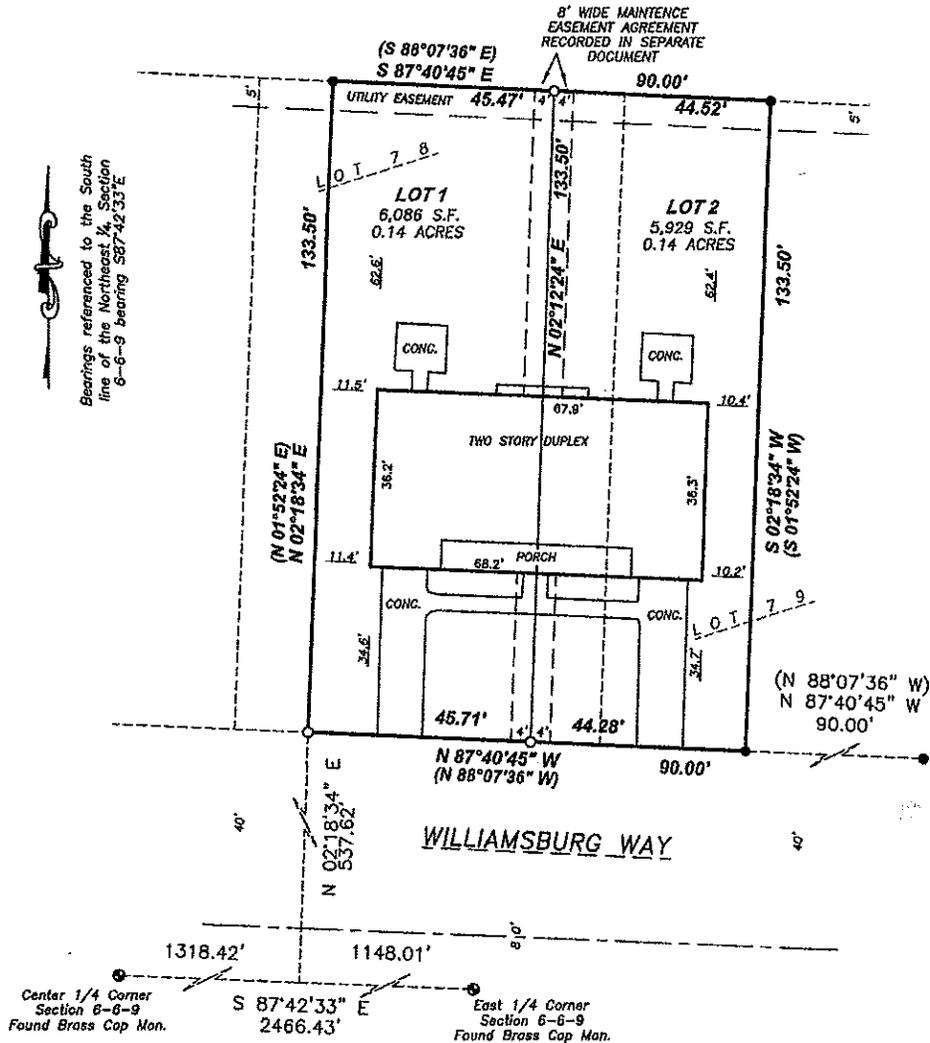


**BIRRENKOTT  
SURVEYING, INC.**

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, WI. 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

**CERTIFIED SURVEY MAP**

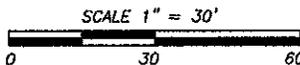
THE EASTERLY 60 FEET OF LOT SEVENTY-EIGHT (78) AND THE  
WESTERLY 30 FEET OF LOT SEVENTY-NINE (79), FIRST ADDITION  
TO JAMESTOWN, LOCATED IN THE SOUTHEAST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 6, T6N, R9E, CITY OF FITCHBURG,  
DANE COUNTY, WISCONSIN



Bearings referenced to the South  
line of the Northeast 1/4 Section  
6-6-9 bearing S87°42'33"E

- Legend:**
- ⊙ = Section Corner
  - = Found 3/4" Iron Pipe
  - = 3/4"x24" Iron Bar set  
min.wt.=1.50#/ln.ft.

J:\2019\CARLSON\190091  
SHEET 1 OF 2  
Office Map No. 190091



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_



# CERTIFIED SURVEY MAP

DATED: April 12, 2019

## Birrenkott Surveying, Inc.

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, Wisconsin 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

### Surveyor's Certificate:

I, Daniel V. Birrenkott, herby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

Daniel V. Birrenkott, Professional Land Surveyor No. S-1531

### Description:

The Easterly 60 feet of Lot Seventy-eight (78) and the Westerly 30 feet of Lot Seventy-nine (79), First Addition to Jamestown more fully described as follows: Commencing at the East ¼ corner of Section 6; thence N87°42'33"W, 1148.01 feet; thence N02°18'34"E, 537.62 feet to the point of beginning; thence continuing N02°18'34"E (recorded as N01°52'24"E), 133.50 feet; thence S87°40'45"E (recorded as S88°07'36"E), 90.00 feet; thence S02°18'34"W (recorded as S01°52'24"W), 133.50 feet; thence N87°40'45"W (recorded as N88°07'36"W), 90.00 feet to the point of beginning. Located in the Southeast ¼ of the Northwest ¼ of Section 6, T6N, R9E, City of Fitchburg, Dane County Wisconsin. Containing 12,015 square feet or 0.28 acres.

### Owners Certificate:

As owners, Jeffery Corbett & Tony C Magestro, we hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped as shown on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the City of Fitchburg for approval.

\_\_\_\_\_  
Tony C. Magestro

\_\_\_\_\_  
Jeffery Corbett

### State of Wisconsin )

Dane County ) ss Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above-named Tony C. Magestro, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Dane County, Wisconsin.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Printed name

### State of Wisconsin )

Dane County ) ss Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above-named Jeffery Corbett, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Dane County, Wisconsin.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Printed name

### City of Fitchburg Approval Certificate

This Certified Survey Map, including any right of way dedication, or other dedications herein, is hereby approved by the Common Council of the City of Fitchburg for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Patti Anderson  
City Clerk, City of Fitchburg

### Notes:

Utility Easement: No poles or buried cables are to be placed on any lot line or corner. The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes.

Wetlands if present have not been delineated.

This survey is subject to any and all easements and agreements both recorded and unrecorded.

This survey shows above-ground improvements only. No guarantee is made for below-ground structures.

\_\_\_\_\_  
Surveyed For:  
Tony C Magestro  
P.O. Box 213  
Cottage Grove, WI 53527  
(608)-225-7311

### Register of Deeds Certificate:

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2019

at \_\_\_\_\_ o'clock \_\_\_\_\_ m and recorded in Volume \_\_\_\_\_ of Certified Survey

Maps of Dane County on Pages \_\_\_\_\_

\_\_\_\_\_  
Kristi Chlebowski, Register of Deeds

Document No. \_\_\_\_\_

Certified Survey Map No. \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_

Surveyed: B.E.R.  
Drawn: B.T.S.  
Checked: D.V.B.  
Approved: D.V.B.  
Field book: 372A/77-79  
File: J:\2019\Carlson  
Sheet 2 of 2  
Office Map No.: 190091

**THIS DECLARATION OF ZERO LOT LINE DUPLEX MAINTENANCE AGREEMENT** ("Agreement") is made this \_\_\_\_ day of April, 2019, by Tony C. Magestro and Jeffrey Corbett ("Declarant" whether one or more) presently the owners of a certain duplex dwelling in the City of Fitchburg, Wisconsin (Collectively the "Parties").

This Agreement is made for the purpose of future maintenance of two separate dwelling units on two separate lots, within a "zero lot line" duplex configuration as approved by the City of Fitchburg.

225/0609-062-\_\_\_\_ is Lot 1 at 5748 Williamsburg Way, Fitchburg, WI 53719  
225/0609-062-\_\_\_\_ is Lot 2 at 5750 Williamsburg Way, Fitchburg, WI 53719

**WITNESSETH:**

**WHEREAS**, Declarant are the Owners of a certain parcel of real property located in Dane County, Wisconsin described as follows:

Lot \_\_\_\_\_ of Certified Survey Map No. \_\_\_\_\_, as recorded on the \_\_\_\_ day of January, 2019, in Volume \_\_\_\_\_ of Records for Dane County, on pages(s) \_\_\_\_\_, as Document No. \_\_\_\_\_, Dane County Registry, in the City of Fitchburg, Dane County, Wisconsin.

and

Lot \_\_\_\_\_, Certified Survey Map No. \_\_\_\_\_, recorded in Volume \_\_\_\_\_ of Certified Survey Maps of Dane County, Wisconsin pages \_\_\_\_\_, inclusive, as Document No. \_\_\_\_\_, in the City of Fitchburg, Dane County, Wisconsin.

**WHEREAS**, there is located on the property a duplex dwelling consisting of two separate dwelling units, each intended for one household, and sharing a common wall from the basement floor to the top of the roof; and

**WHEREAS**, the undersigned executes this Agreement for the protection of the future Owners of Lot \_\_\_\_ and Lot \_\_\_\_; for the protection of the City, for the maintenance of the lots, building, and individual dwelling units located therein; and to facilitate the subsequent sale of one or both of the dwelling units and lots independently.

**NOW THEREFORE, IT IS HEREBY DECLARED, IN CONSIDERATION OF THE PREMISES AND THE PROMISES CONTAINED HEREIN, AS FOLLOWS:**

1. **Residential Use:** Each dwelling unit and lot shall be used for residential purposes by a single household only, and no trade or business of any kind may be carried on therein, except as may be allowed under the City of Fitchburg Zoning Ordinance. Lease or rental of the property for residential purposes shall not be prohibited by this paragraph.
2. **Maintenance:** Each dwelling unit and lot owner (hereinafter referred to as "party") shall maintain and repair the exterior surface of his dwelling unit portion of the duplex building and of the driveway leading to said portion of the building, including, without

limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of the roof, siding, and driveway, and to be liable for the cost of any such maintenance or repairs made on his dwelling unit portion of the duplex building.

3. **Repairs:** If either party considers the dwelling unit portion of the other party to be in need of any such repair or maintenance (hereinafter referred to as “work”), he shall give written notice thereof to the other party. Such notice shall specify the nature and extent of the work considered to be needed. The other party shall do the requested work within thirty (30) days from the receipt of said written notice.
4. **Improvements:** Neither party, without first obtaining the written consent of the other party, shall make or permit to be made any substantial structural alterations, changes or improvements to the exterior of his dwelling unit portion of the duplex building or to his property. In connection therewith, alterations, changes or improvements exceeding an aggregate cost of One Thousand Dollars (\$1,000.00) shall be considered substantial. No party may change the color of any exterior surface of his dwelling unit portion of the duplex building without the prior written consent of the other party.
5. **Emergencies:** Notwithstanding the above, in the event that repair of the duplex building is required on an emergency basis and failure to make such repairs would result in further and substantial damage to the said building or result in the untenability of the same, either party may repair the damage and be entitled to contribution from the other party for the cost of any repairs made to the other party’s portion of the building.
6. **Appearance:** Homogeneous roof, siding, door, and trim colors shall be required at all times. Any repairs or maintenance performed or allowed to be performed by a party on the exterior of his dwelling unit portion of the duplex building shall employ materials uniform or consistent with those materials already incorporated into the building and improvements. Outside doors and windows, as to style, general type, and color, shall be identical at all times on both dwelling units.
7. **Structure:** Neither party shall perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the duplex building or the safety of either party’s property.
8. **Party Wall:** Any portion of a wall or roof of the duplex building placed on the dividing line between the parties’ respective properties shall constitute a party wall and the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. Both parties shall be responsible for continued maintenance of the party wall in a manner that meets fire code requirements and continues the extension of such wall from the basement floor to the top of the roof.
9. **Upkeep:** Each lot shall be maintained in a good, sanitary, and attractive condition, including but not limited to mowing the grass to a reasonable height, removal of noxious weeds, and cleaning the snow off entrance walks, sidewalks, and driveways.

10. **Insurance:** Each party shall purchase and maintain insurance sufficient to cover any loss relating to such lot and home, including extended coverage for full replacement value of all improvements on the party's lot.
11. **Utilities:** Each party is granted and shall have an easement over and across those portions of the other party's lot for the purpose of access to underground electrical utilities, curb boxes, or other utility lines which serve both parties together or separately, for the purposes of maintenance, repair, or replacement. The affected part of the lot shall be restored to the same condition as at the outset of any such maintenance, repair, or replacement at the cost of the unit owner requiring such maintenance, repair, or replacement.
12. **Water Laterals and Sanitary Sewer Lateral:** Each party is granted and shall have an easement over and across those portions of the other party's lot for the purpose of access to any and all water laterals and shared sanitary sewer lateral which serve both parties together or separately, for the purposes of maintenance, repair, or replacement. The parties shall maintain and repair the exterior surface of his dwelling unit portion of the duplex building.
13. **Driveway:** Each party is granted and shall have an easement over and across those portions of the other party's parcel for the purpose of access to the driveway. The parties shall not block any portion of the driveway and shall keep the driveway free from debris and snow at all times and the cost of maintenance, repair, or replacement shall be split equally among the parties.
14. **Mediation:** In the event a dispute shall arise between the parties to this Agreement, either party may provide written notice to the other that the dispute has not been resolved. Thereafter, the parties agree to request mediation through the Dane County Bar Association Case Mediation Program (DCBACMP) within 30 days, and to participate in mediation within 45 days of the request for appointment of a mediator. The parties understand and acknowledge that mediation is an attempt to reach a voluntary settlement, that mediation involves no formal court procedure or rules of evidence, and that the mediator does not have the power to render a binding decision or force an agreement on the parties. Nothing in this paragraph prohibits the parties from mutually agreeing to engage the services of a private mediator in lieu of the DCBACMP. The parties agree to share equally in the costs of the mediation.
15. **Enforcement:** If a dispute is unresolved after a good faith effort at mediation by both parties, as evidenced by a written statement from the mediator, enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.
16. **Governing Law:** This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

17. **Severability:** All provisions of this Agreement are deemed severable, and if any one or more provisions is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
18. **Covenant Running with the land:** This Agreement on the part of the Declarant shall constitute a covenant running with the land and running with each residential unit and shall remain in full force and effect and be binding upon the undersigned Declarant and their respective successors, assigns, heirs, and representatives until such time as the same is modified or terminated. These restrictions shall be for the benefit of, and limitation upon, all present and future owners of the real property and no owner is to be responsible except for his acts or defaults while an owner.
19. **Modification, Amendment, Release:** This Agreement may be modified, amended, or terminated as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the property, including joinders by all mortgages, if any, provided that the same is also approved by the City of Fitchburg Zoning Administrator.
20. **Recording:** This Agreement shall be filed of record in the public records of Dane County, Wisconsin. The cost of filing shall be divided among the Declarants on a prorated basis using the number of units involved.

Drafted by:  
Attorney Michael D. Greiber  
State Bar No. 1030938  
Greiber Law, S.C.  
216 W. Wisconsin Street  
Portage, WI 53901  
Telephone: (608) 745-9155  
mgreiber@greiberlaw.net

