



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 - existing structures on site

5. Zoning District: B-H Highway Business

6. Current Owner of Property: Fitch Minis, LLC

Address: 9606 Hill Creek Dr, Verona **Phone No:** 608-630-3412

7. Contact Person: Brent Kimbel

Email: brent.a.kimbel@gmail.com

Address: same **Phone No:** 608-630-3412

8. Submission of legal description in electronic format (MS Word or plain text) by email to: 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: *Brent A. Kimbel* Brent A Kimbel

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:** _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

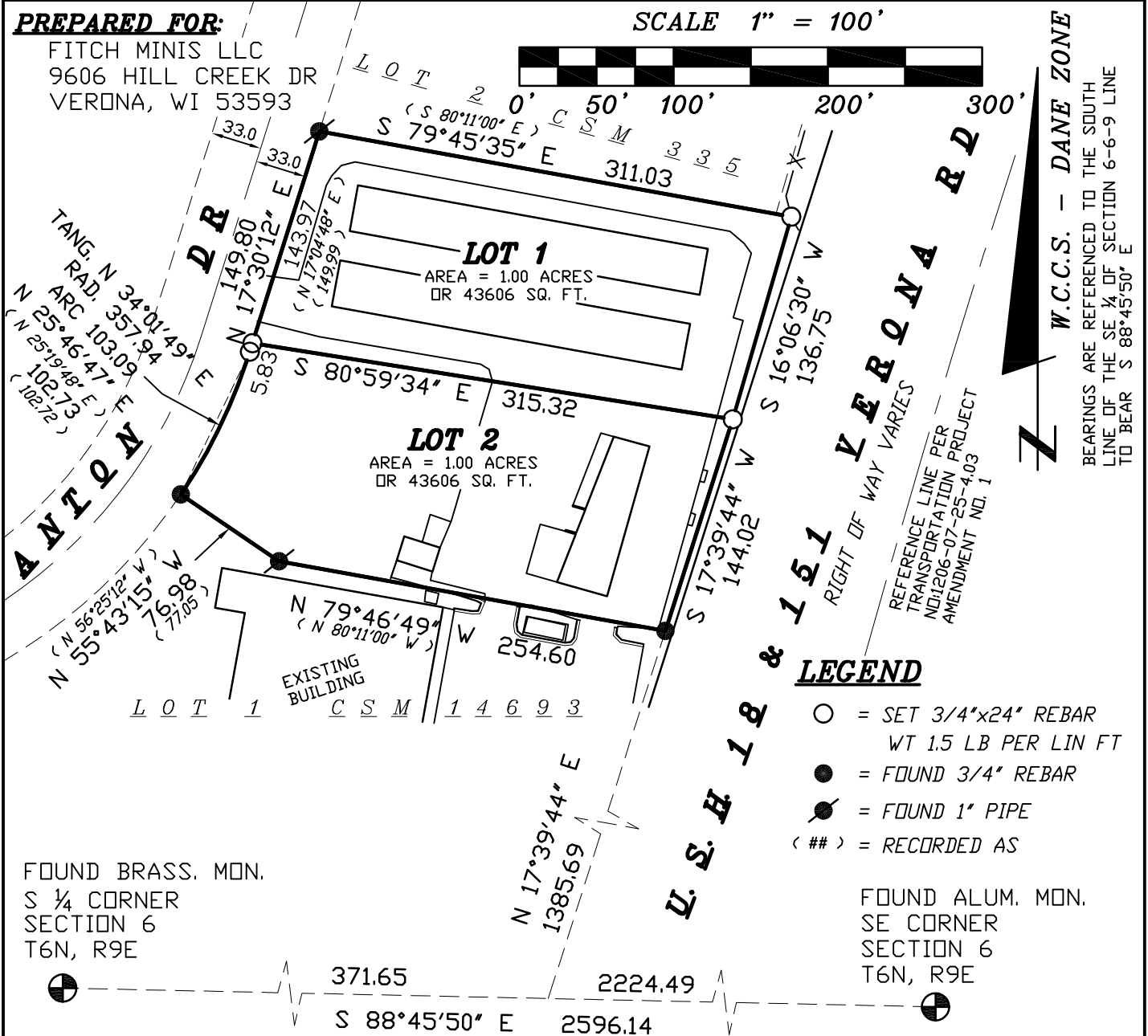
NDA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SW 1/4 of the SE 1/4 of Section 6, T6N, R9E, City of Fitchburg, Dane County, Wisconsin. Including Lot 10, Jamestown Commercial Addition

PREPARED FOR:

FITCH MINIS LLC
9606 HILL CREEK DR
VERONA, WI 53593

SCALE 1" = 100'



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 HAVE NOT BEEN LOCATED OR SHOWN AS PART OF THIS SURVEY.
- 3.) SEE SHEET 2 FOR BUILDING DETAILS.
- 4.) SEE SHEET 3 FOR EASEMENT DETAIL.

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

SURVEYORS SEAL



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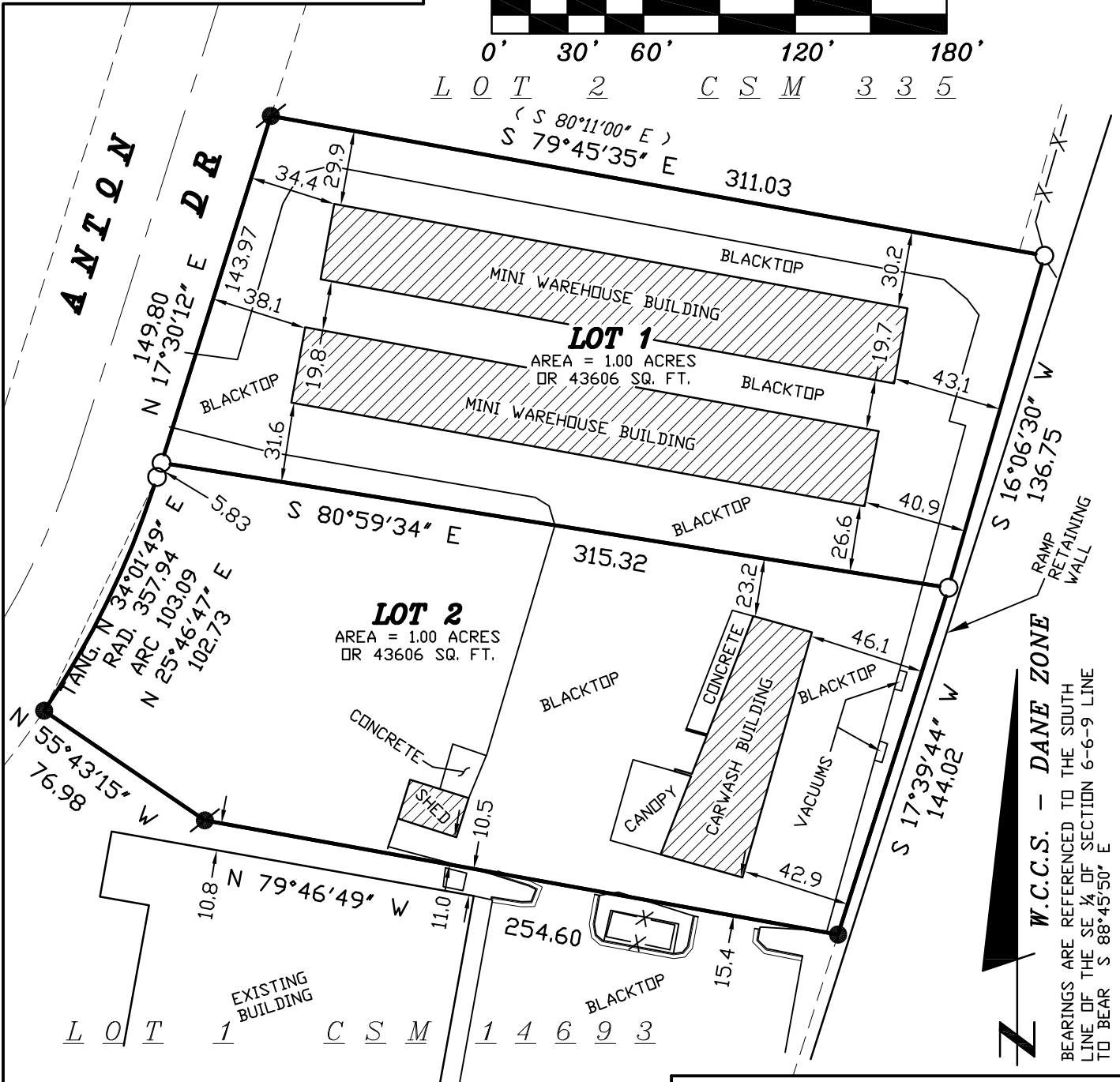
BUILDING DETAIL

SCALE 1" = 60'



0' 30' 60' 120' 180'

LOT 2 C S M 3 3 5



W.C.C.S. - DANE ZONE
 BEARINGS ARE REFERENCED TO THE SOUTH
 LINE OF THE SE ¼ OF SECTION 6-6-9 LINE
 TO BEAR S 88°45'50" E

SURVEYORS SEAL

LEGEND

- = SET 3/4"x24" REBAR
WT 1.5 LB PER LIN FT
- = FOUND 3/4" REBAR
- = FOUND 1" PIPE
- (##) = RECORDED AS



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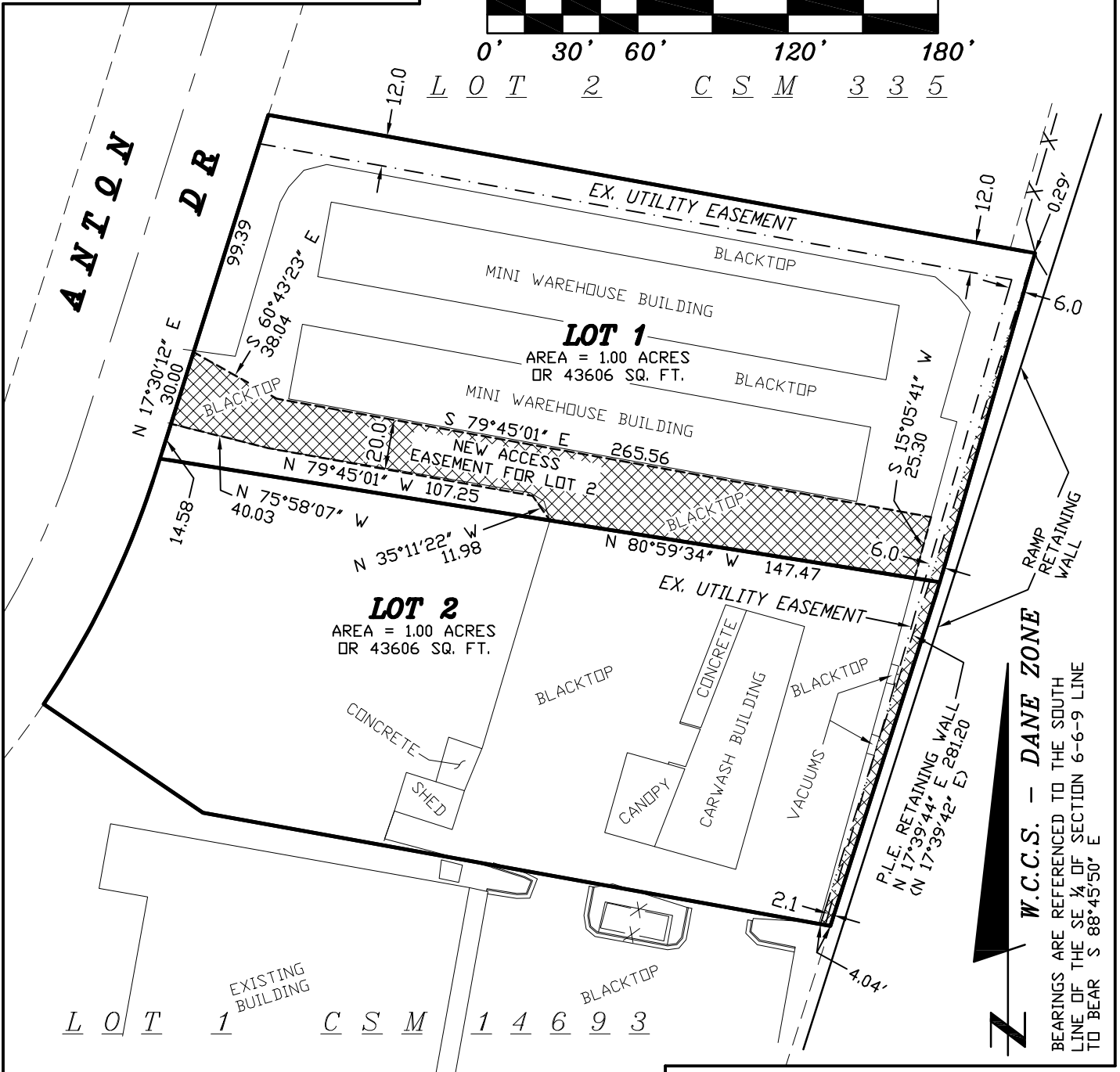
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SURVEYOR'S CERTIFICATE

I, Chris W. Adams, Professional Land Surveyor hereby certify that this survey is correct to the best of the professional surveyor's knowledge and belief and is in full compliance with the provisions of Chapter A-E 7 and Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Dane County, and by the direction of the owners listed below, I have surveyed, divided, and mapped a correct representation of the exterior boundaries of the land surveyed and the division of that land, being Lot 10, Jamestown Commercial Addition, City of Fitchburg, Dane County, Wisconsin, except lands to WI DOT for road Right of Way per Document No. 5224629.

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

Date _____

Chris W. Adams S-2748
Professional Land Surveyor

OWNERS' CERTIFICATE:

As owner, I hereby certify that I caused the land described on this certified survey map to be surveyed, divided and mapped as represented on the certified survey map. I also certify that this certified survey map is required by sec. 75.17(1)(a), Dane County Code of Ordinances, to be submitted to the Dane County Zoning and Land Regulation Committee for approval.

WITNESS the hand seal of said owners this _____ day
of _____, 20____.

Fitch Minis, LLC

Brent A. Kimbel

STATE OF WISCONSIN)
DANE COUNTY)

Personally came before me this _____ day of _____, 20____ the
above named Brent A. Kimbel to me known to
be the person who executed the foregoing
instrument and acknowledge the same.

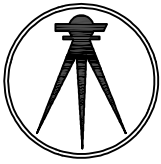
_____ County, Wisconsin.

My commission expires _____

Notary Public

Print Name

SURVEYORS SEAL



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Located in the SW ¼ of the SE ¼ of Section 6, T6N, R9E, City of Fitchburg, Dane County, Wisconsin. Including Lot 10, Jamestown Commercial Addition

CONSENT OF MORTGAGEE:

Westbury Bank, a bank duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the described land, does hereby consent to the surveying, dividing and mapping of the land described on this certified survey map and does hereby consent to the above owners certificate.

IN WITNESS WHEREOF, the said Westbury Bank, has caused these presents to be signed by its corporate officer listed below at _____, Wisconsin and its corporate seal hereunto affixed on this ___ day of _____, 20__.

Westbury Bank

Authorized Representative

STATE OF WISCONSIN)
DANE COUNTY)

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

_____ County, Wisconsin.

My commission expires _____

Notary Public

CITY OF FITCHBURG

Resolved that this certified survey map is hereby acknowledged and approved
by the City of Fitchburg on this ___ day of _____, 20__.

Tracy Oldenburg
City Clerk

REGISTER OF DEEDS:

Received for recording this ___ day of _____,
20__ at ___ o'clock __.M.
and recorded in Volume _____ of Dane
County Certified Surveys on pages _____
through _____.

Kristi Chlebowski
Register of Deeds

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

SURVEYORS SEAL

**DECLARATION OF SHARED
DRIVEWAY EASEMENT**

Document Number

This Declaration of Shared Driveway Easement (“Declaration”) is entered into by Fitch Minis, LLC, a Wisconsin limited liability company (“Fitch”). For purposes of this Declaration, the owners of Lots 1 and 2 and their successors and assigns shall be referred to individually as an “Owner” and together as “Owners” and the lots may be referred to herein as “Lot” or “Lots.”

WHEREAS, Fitch owns the parcel at 5328 Verona Road, located in the City of Fitchburg, Dane County, Wisconsin as further described on Exhibit A.

WHEREAS, Fitch intends to divide the above parcel into Lot 1 (“Lot 1”) and Lot 2 (“Lot 2”), as shown on the Certified Survey Map No. _____ (“CSM”) attached for reference purposes as Exhibit B.

WHEREAS, an existing driveway runs through and across Lot 1, as depicted on the CSM attached as Exhibit B, that services both Lot 1 and Lot 2 providing access from Anton Drive. Those portions of the driveway defined in Section 3 below shall be referred to as the “Driveway.”

WHEREAS, Fitch desires to create a perpetual easement for the benefit of the Owner of Lot 2 and its successors and assigns (hereinafter, “Lot 2 Owner”), which shall provide for Lot 2 the right of access, ingress and egress over the Driveway from, to and between Lot 2 and the public roadway.

NOW, THEREFORE, in consideration of the foregoing and the mutual grants of easements and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Driveway Easement Grant. The Owner of Lot 1 and its successors and assigns (hereinafter, “Lot 1 Owner”) grants, dedicates, and creates an easement whereby the Lot 1 Owner for itself and its successors and assigns, grants to the Lot 2 Owner for itself and its successors and assigns, a non-exclusive easement in perpetuity over that portion of Lot 1 on which a portion of the Driveway is presently located, as depicted on the CSM, for access, ingress and egress from, to and between Lot 2 and the public roadway.

2. Use of Easement. The Easement granted hereunder shall be for the purpose of ingress and egress to Lot 1 and Lot 2. The use of the easement shall extend to the Lot 1 Owner’s and Lot 2 Owner’s employees, tenants, agents, customers, invitees and suppliers and any other persons that may visit. The condition of the Driveway shall, at a minimum, be suitable for usage by such persons. In addition, the Lot 2 Owner grants to the Lot 1 Owner a non-exclusive easement to go upon the portions of Lot 2 adjacent to the Driveway including those located upon a shoulder of

Name of Drafter and Return Address

Bryan C. Esch, Esq.
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, WI 53703-2865

(Parcel Identification Number)

the Driveway as may be reasonably necessary to perform Driveway maintenance, repair and/or replacement.

3. Driveway Defined. The Driveway subject to the easement and this Declaration shall include the existing facility labeled as “New Access Easement For Lot 2” on Exhibit B.

4. Driveway Maintenance. The Owners agree to maintain, repair and, if necessary, replace the Driveway in good condition in accordance with the following provisions:

a. Except as described in Section 4.d., the Lot 1 Owner and Lot 2 Owner shall share equally all costs of maintenance, repair and/or replacement work of the Driveway that is located upon that Lot 1, including, without limitation, keeping the Driveway open and passable during periods of snow (hereafter referred to as “Driveway Maintenance”) and shall maintain the Driveway in a manner to allow the Owner of Lot 2 to use the Driveway as needed. Lot 1 Owner may not be compelled by the Lot 2 Owner to undertake any improvements or maintenance of the Driveway so long as the Driveway remains in good repair and passable condition.

b. The Lot 1 Owner shall be responsible for securing performance of and providing invoices for any and all reasonably necessary or required Driveway Maintenance to the Lot 2 Owner. Payment of such invoices by Lot 2 Owner shall be made within thirty (30) days by check properly delivered or mailed to Lot 1 Owner at such address as Lot 1 Owner may specify, or by other means reasonable acceptable to Lot 1 Owner. If Lot 2 Owner fails to pay any amounts when due, such delinquent amounts shall accrue interest at the rate of one percent (1%) per month and Lot 2 Owner shall be responsible to Lot 1 Owner for the cost of collection, including reasonable attorneys’ fees. Lot 2 Owner may use the procedure described in Section 4.d to reasonably dispute any invoices or required Driveway Maintenance by Lot 1 Owner.

c. In the event of damage to the Driveway caused by the Lot 2 Owner or its employees, tenants, agents, customers, invitees, suppliers or other visitors, then the Lot 2 Owner shall cause the damage to be repaired at its expense.

d. If a dispute arises among the Owners as to any matters pertaining to the performance of this Declaration, then the Owners shall submit the dispute to a mediator of their mutual choosing as a first step toward resolution. If the Owner cannot agree upon a mediator or upon a resolution, then the Owners shall engage a private mediation/arbitration service organization that has at least one retired Dane County Judge on its panel for the purpose of rendering a decision, which shall be binding on both parties.

5. Equal Rights of Use. Lot 1 Owner and Lot 2 Owner, their successors and assigns, and each parties’ invitees, guests, employees, customers, heirs, successors and assigns shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party’s enjoyment of such rights.

6. Disclaimer of Alternative Access. In exchange for the Easement granted herein, the Lot 2 Owner hereby disclaims any and all other access to Lot 2 over Lot 1, including, without limitation, any express easements or easements based on equitable or other legal theories.

7. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent either Party from later use of the easement rights to the fullest extent authorized in this Declaration.

8. Amendment or Termination. Upon transfer or conveyance of Lot 2 by Fitch or any other Owner, then this Declaration may only be amended or terminated by the unanimous written approval of the Owner of each Lot. An amendment or termination shall be in writing and recorded.

9. Benefits and Burdens. The rights and obligations stated herein touch and concern each Owner's Lot. Such rights and obligations shall run with the lands herein described and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

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

11. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

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

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

14. Forfeiture. In the event that the Lot 2 Owner commits a material violation of the terms of this Declaration that remains uncured after receipt of notice from the Lot 1 Owner, and a court of competent jurisdiction makes a finding of such material violation after notice and opportunity for hearing, the Lot 2 Owner shall forfeit all rights in the Easement and the Lot 1 Owner is authorized to file a unilateral termination of this Declaration.

15. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easement granted under this Declaration to the general public for any public purpose whatsoever. The Lot 1 Owner and Lot 2 Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication or prescription. Such measures shall not, however unreasonably interfere with the rights of either party in the Driveway.

16. Attorneys' Fees. Either Owner may enforce this instrument by appropriate legal action and should such Owner prevail in such action, such Owner shall be entitled to recover reasonable attorneys' fees incurred by it in enforcing this Declaration.

17. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original but which when taken together shall constitute one and the same instrument.

Dated this ____ day of _____, 2021.

FITCH MINIS, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

This instrument was acknowledged before me this ____ day of _____, 2021 by _____ as the _____ of Fitch Minis, LLC

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Legal Description of Property Affected

Original Parcel :

Lot Ten (10), Jamestown Commercial Addition, in the City of Fitchburg, Dane County, Wisconsin.

Tax Parcel No.: **225/0609-064-4430-6**

“Lot 1” as defined in the Declaration:

Tax Parcel No.:

“Lot 2” as defined in the Declaration:

Tax Parcel No:

EXHIBIT B