



City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

City Plan Commission Agenda
November 10, 2020
Reedsburg City Hall Council Chambers
6:00 PM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY ATTEND THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THE COMMON COUNCIL HAS DECISION-MAKING AUTHORITY. IF A QUORUM OF THE COMMON COUNCIL ATTENDS THIS MEETING, NO ACTION WILL BE TAKEN BY THE COMMON COUNCIL AT THIS MEETING.

CALL TO ORDER

APPROVAL OF MINUTES

I. APPROVE MINUTES FOR THE MEETING HELD ON OCTOBER 13, 2020.:

THE COMMITTEE WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COMMITTEE BY MEMBERS OF THE PUBLIC. THE COMMITTEE WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING

I. GENERAL BUSINESS:

- A. Consider rezoning property from B-1 Business to B-3 Business – 139 S Webb Ave, Parcel #0996 - Safe Harbor Homeless Shelter.
- B. Consider recommending final plat of Fawn Valley Estates Subdivision and rezoning parcel from R-3 Residential to R-2 Residential – Located on site of Fawn Valley Condominiums, Fawn Valley Dr; Parcel #2046-12000 – Fawn Valley Estates LLC, Shea Geffert, Managing Member.

II. ADJOURN:



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

Reedsburg Plan Commission

October 13, 2020



Mayor Dave Estes called the meeting of the Reedsburg Plan Commission to order at 6:00 PM in Reedsburg City Hall.

Present: Alder Mike Gargano, Alder Dave Knudsen, Greg Finkel

Absent: Steve Zibell, Jay Brunken, Dan DeBaets

Staff: Tim Becker, Brian Duvalle

Approval of Minutes: Motion by Knudsen, seconded by Finkel to approve the 9/8/20 meeting minutes.

Motion approved

Consider recommending final plat for 18th Addition to Ernstmeyer Acres Subdivision – North from end of Doris Rd; Parcel #4150-10000 – Ernstmeyer Land Co.

Changes from the preliminary plat include Lot 491 following the city limits line and Outlot 1 used for stormwater. Discussion on new street name of Beverly J. City ordinance prohibits person's names to reduce sign theft. New street signs are more anti-theft compared to mid-2000s when ordinance was adopted. City Attorney's opinion is requested prior to Council meeting.

Motion by Knudsen, seconded by Gargano to recommend approval, with allowing the new street name of "Beverly J".

Motion approved

Consider site plan review for proposed 6,970 SF storage building behind Viking Village store. – 150 Viking Dr; parcel #2721 – Friede & Associates LLC.

Roger Friede stated that the utility easement is 36' wide and will be surveyed prior to construction.

Motion by Knudsen, seconded by Estes to approve the site plan as presented with verification of easement.

Motion approved

Consider recommending annexation of two parcels from the Town of Reedsburg – S3188B Golf Course Rd; parcel #030-0401-00000 and parcel #030-0400-01000 – RMSJ Investments, LLC and Ernest & Anna Marshall.

This annexation is initiated by the City using TID #9 funds. The current residence has a failing septic, and annexing now will eliminate the need for a new voting ward.

Motion by Gargano, seconded by Finkel to recommend approval of the annexation.

Motion approved

Update on proposed wedding barn in Town Of Reedsburg (extraterritorial zoning).

This use is similar to a banquet hall and might normally require rezoning but could be labeled spot zoning. Knudsen believes there are too many hypotheticals at this point to give an opinion, such as building use and traffic.

Review webinar "New Rules for Conditional Uses".

Motion by Gargano, seconded by Knudsen to adjourn at 6:49 PM.

Motion approved

Respectfully submitted,

Brian Duvalle
Planner/Building Inspector

Plan Commission
Staff Report

DATE: 11/10/2020

APPLICANT: Safe Harbor Homeless Shelter

LOCATION: 139 S Webb Ave, Parcel #0996

ZONING: B-1 Business

DESCRIPTION: Consider rezoning property from B-1 Business to B-3 Business

General Findings

SURROUNDING LAND USES:

- North – Commercial
- West – Commercial, Residential
- South – Residential
- East –Commercial

ZONING:

- North- B-1 Business
- West- B-3 Business, B-1 Business
- South- B-3 Business
- East- B-1 Business

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: S Webb Ave; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Commercial

COMMENTS:

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES:

SCHOOLS:

PARKS:

ADMINISTRATOR:

STAFF COMMENTS: a pending property owner intends to use the property as a single-family dwelling. Therefore, like the recent Parkview B&B, rezoning to B-3 would permit this and a future shelter. The house to the south and west are zoned B-3.

Exhibit List

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, November 10, 2020, Plan Commission Agenda
- D. Land Use Change Application
- E. Staff Report
- F. Request for Review and Comment
- G. Notice of Public Meeting

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

As of 11-30-2020
the owner will be
Benjamin &
Latonia
Jones

APPLICANT: Safe Harbor Homeless Shelter, Inc.

ADDRESS: 51265B Summit Pt. **CITY:** LaValle **STATE:** WI

ZIP: 53941 **PHONE:** 608-464-3295 **FAX:** _____

E-MAIL: cputoath@gmail.com

PROPERTY OWNER: (if different from Applicant) _____

LOCATION: 139 S. Webb Ave. **PARCEL #:** 276-0996-00000

LAND USE REQUEST

(Please describe one or more as applicable – attach extra pages/maps if necessary)

☐ **Certified Survey Map (CSM):** _____

☐ **Conditional Use Permit:** _____

For **CONDITIONAL USE PERMIT** requests, also answer "A & B" on back page.

☐ **Preliminary Plat:** _____ **Final Plat:** _____ **Name of Plat:** _____

☒ **Rezoning - From:** B1 **To:** B3 **TID #** _____

☐ **Site Plan Review:** (See "B" on back page) _____

☐ **Zoning Appeal / Interpretation:** _____

☐ **Zoning Variance:** _____

For **VARIANCE** requests, also answer "C" on back page.

☐ **Other or Annexation:** _____

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes and for a temporary Zoning sign to be placed in my yard prior to the meeting.

Darryl Sving 11/10/2020
Applicant Signature / Date

Darryl Sving 11/10/2020
Owner Signature / Date president

Extraterritorial Committee Date: _____
Plan Commission Date: _____
Board of Zoning Appeals Date: _____
City Council Action & Date: _____

Account #10-461500-00

**The applicant or representative MUST
ATTEND the meeting.**

G:\wpnet\Zoning - Planning\Land Use Appl.doc

Cond Use; Site Plan \$153	_____
Cond Use-Agriculture \$400	_____
Variance \$112	_____
Rezoning \$200	_____
C.S.M. \$171	_____
Subdivision Plat \$610	_____
- w/ Stormwater Plan \$100	_____
Flood Plain Zone \$189	_____
Annexation \$200	_____
Plan Amend \$200	_____
Date Paid	_____
Receipt #	_____

ORDINANCE NO. 1915-20
(Zoning Change – 139 South Webb Ave; Parcel #276-0996-00000)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE.

This property contains the current Safe Harbor Homeless Shelter. The new owner intends to use the dwelling as a single-family residence. The proposed B-3 zone will allow both the current residence and potentially a future shelter again.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

Parcel #276-0996-00000 – 139 South Webb Avenue, Reedsburg, Wisconsin, is hereby zoned B-3 Business Local

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 690.

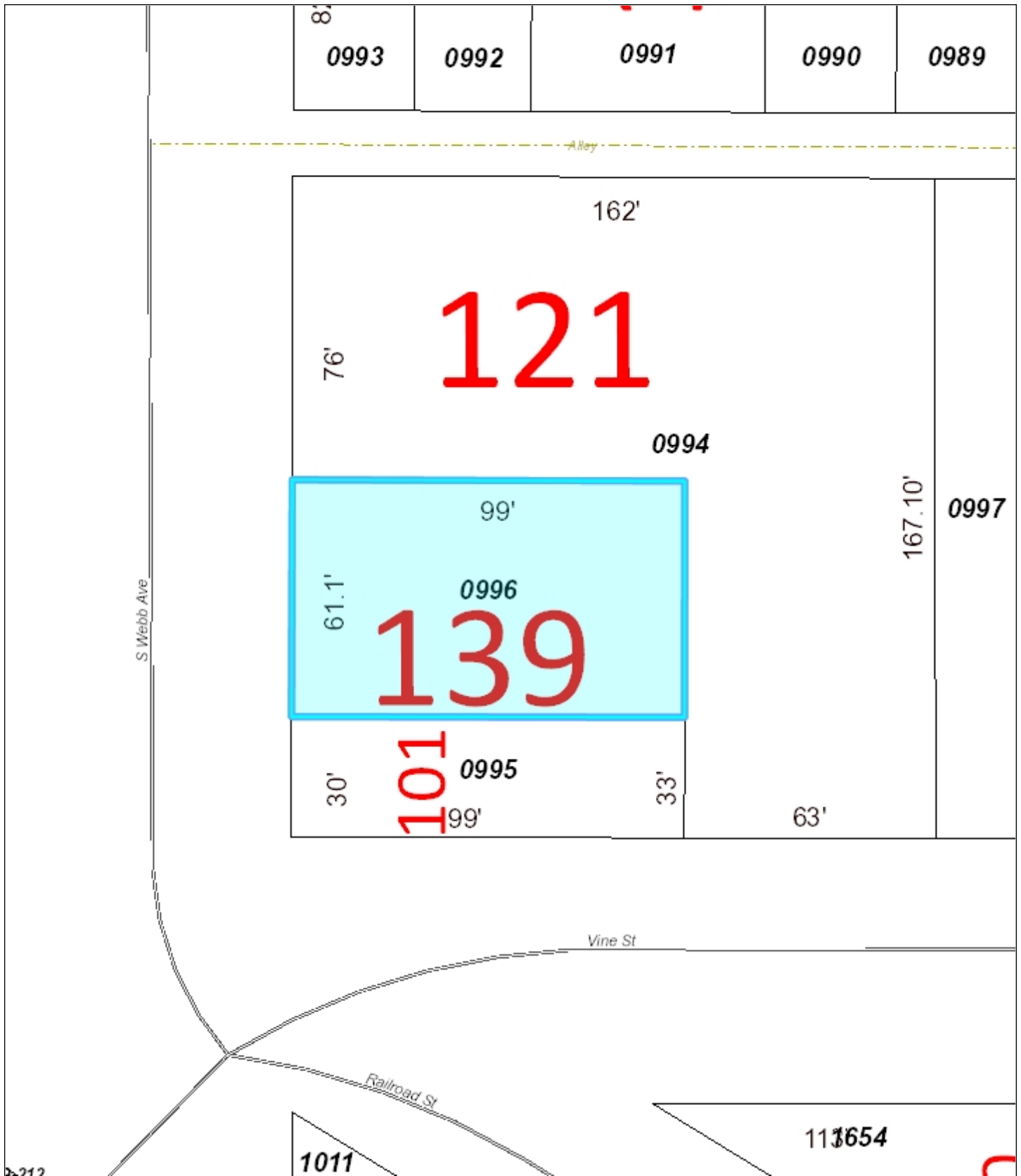
Dated this 11th day of January 2021.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:
Public Hearing Noticed:
2nd Reading at Council/Public Hearing:
Published, Enactment Date:

November 23, 2020
December 3 & December 10, 2020
January 11, 2021
January 21, 2021



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 35'

CITY OF REEDSBURG

134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 11/4/2020

Plan Commission
Staff Report

DATE: 11/10/2020

APPLICANT: Fawn Valley Estates LLC, Shea Geffert, Managing Member

LOCATION: Fawn Valley Condominiums on Fawn Valley Dr; Parcel #2046-12000

ZONING: R-3 Residential

DESCRIPTION: Consider final plat for Fawn Valley Estates.

General Findings

SURROUNDING LAND USES:

- North – Residential
- West – Commercial
- South – Open Space
- East – Residential, Open Space

ZONING:

- North- R-2 Residential
- West- B-2 Business
- South- B-2 Business
- East- Agricultural

TOPOGRAPHY: Slopes up to south, east

STREET R.O.W./TRAFFIC/ACCESS: Fawn Valley Dr; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Residential

COMMENTS:

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES: *asked for verification that a 10' utility easement will not be removed along west lot line of Outlot 1.*

SCHOOLS:

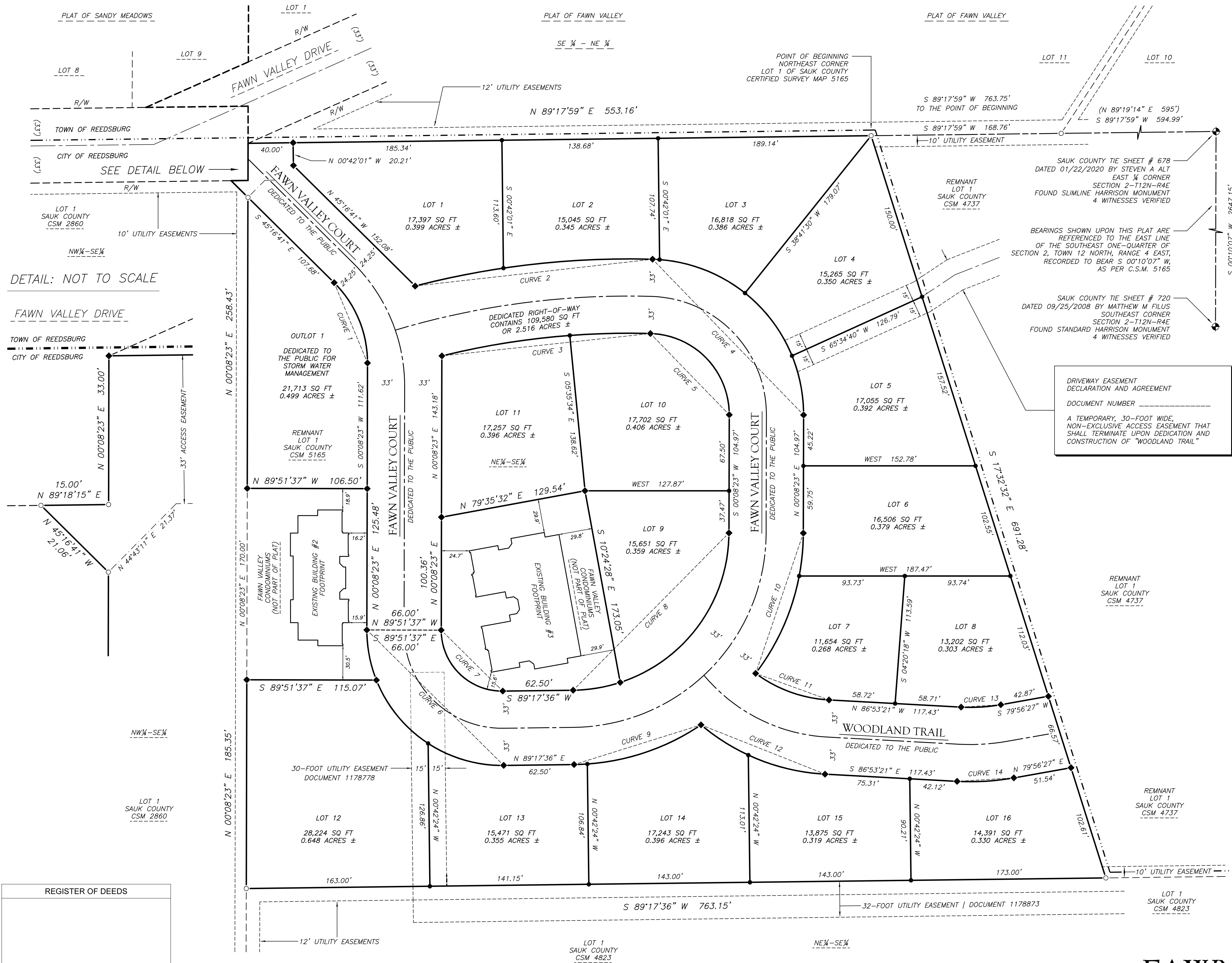
PARKS:

ADMINISTRATOR:

STAFF COMMENTS: We met with the developer, condo rep and neighbors a few weeks ago to resolve access issues. The north lot line easement was removed and the existing access between Lots 4 and 5 will remain for now. Should Woodland Trail be extended in the future, the plan is that the current easement would terminate, and access would come from Woodland Trail instead.

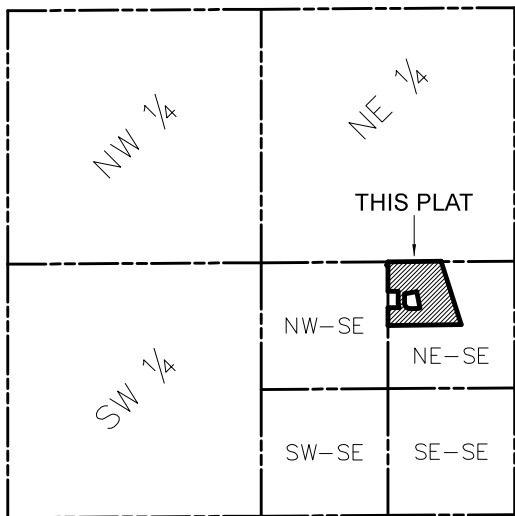
Exhibit List

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LOCATION SKETCH

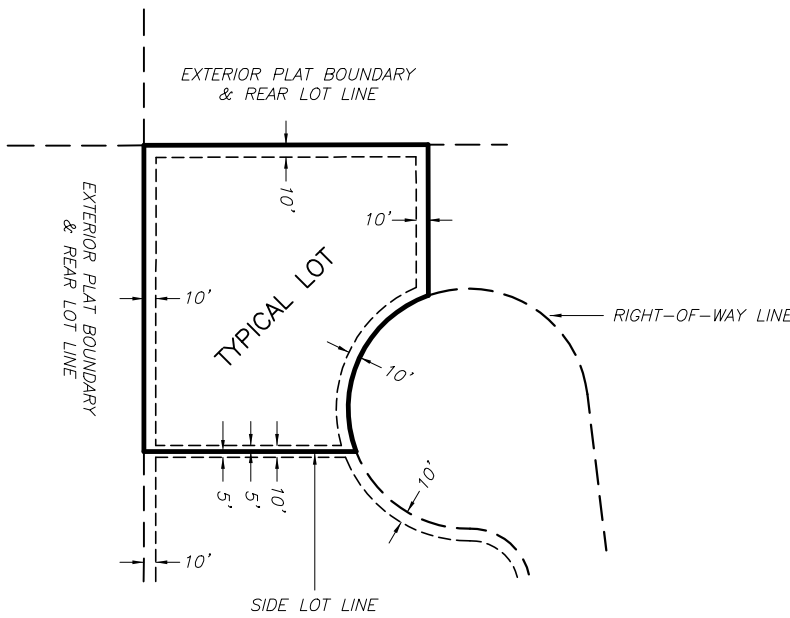
SECTION 2 - T12N - R4E
SCALE: 1" = 2000 FEET ±



TYPICAL UTILITY
EASEMENT DETAIL

~ NOT TO SCALE ~

ALL LOTS WITHIN THIS SUBDIVISION PLAT
ARE SUBJECT TO UTILITY EASEMENTS AS SHOWN BELOW
FOR THE BENEFIT OF THE CITY OF REEDSBURG
AND OTHER UTILITIES SERVING THE AREA



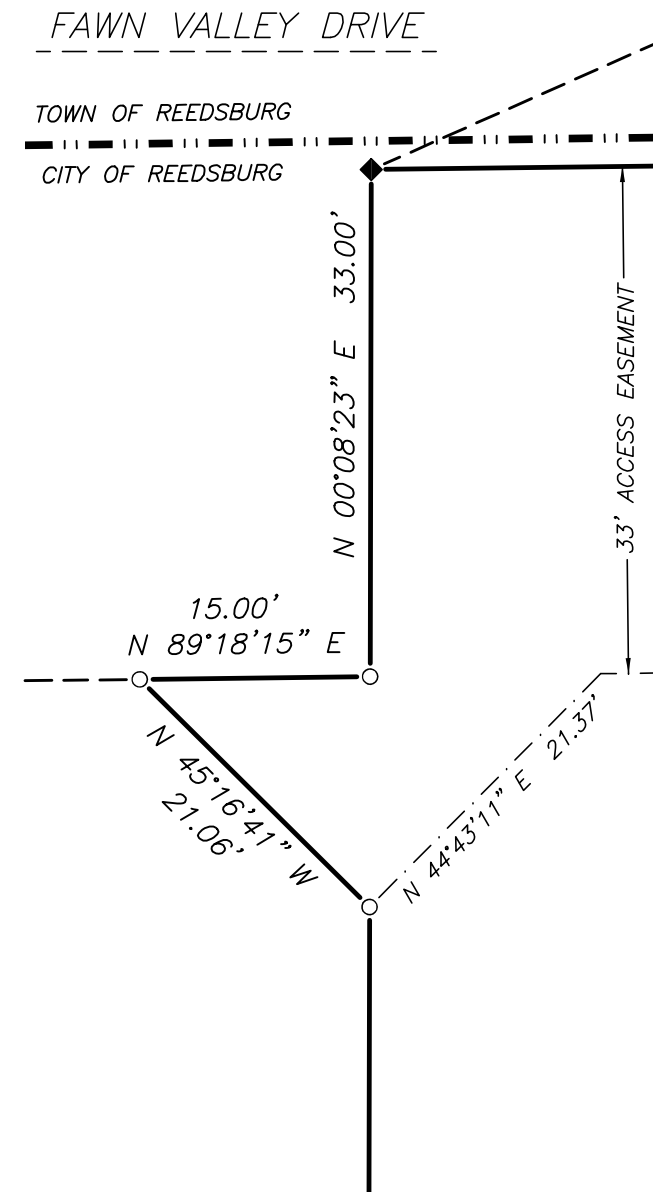
LEGEND

- P.L.S.S. CORNER DESCRIBED
- 0.75" O.D. IRON ROD FOUND
- 1.25" X 18" IRON ROD PLACED
4.17 POUNDS / LF MINIMUM WEIGHT
- 0.75" X 18" IRON ROD PLACED
1.50 POUNDS / LF MINIMUM WEIGHT
- (XXX) RECORDED DATA OR INFORMATION
- CSM CERTIFIED SURVEY MAP

FAWN VALLEY ESTATES

A SUBDIVISION PLAT BEING A PORTION OF
LOT 1 OF CERTIFIED SURVEY MAP NUMBER 5165,
LOCATED IN THE NE 1/4-SE 1/4 & THE NW 1/4-SE 1/4,
SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

DETAIL: NOT TO SCALE



REGISTER OF DEEDS

SHEET 1 OF 2 SHEETS

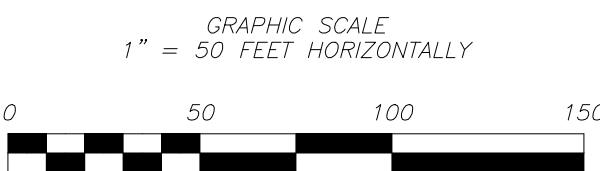
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



NOTE:
SEE SHEET 2 OF 2 SHEETS FOR CURVE DATA TABLE



November 1st, 2020
Date
The Excelsior Group, LLC
Matthew M. Filus
Wisconsin Professional Land Surveyor Number 2185
PO Box 486
Reedsburg, WI 53959
Phone: (608) 381-6882

SURVEYOR'S CERTIFICATE

I, Matthew M. Filus, Wisconsin Professional Land Surveyor Number 2185, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Reedsburg, and under the direction of Fawn Valley Estates LLC, a Wisconsin Limited Liability Company, I have surveyed, divided and mapped the plat of FAWN VALLEY ESTATES; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; that the lands being plotted are described as being a portion of Lot 1 of Sauk County Certified Survey Map (CSM) Number 5165, located in the NE¼-SE¼ and the NW¼-SE¼ of Section 2, Town 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin, containing 9.046 acres of land, more or less, described as follows:

Commencing at the east one-quarter corner of Section 2, Town 12 North, Range 4 East; thence S 89°17'59" W, a distance of 763.75 feet along the north line of the southeast one-quarter of Section 2; to the northeast corner of Lot 1 of CSM 5165 and the POINT OF BEGINNING;

thence S 17°32'32" E, a distance of 691.28 feet along the east line of Lot 1 of CSM 5165;

thence S 89°17'36" W, a distance of 763.15 feet along the south line Lot 1 of CSM 5165;

thence N 00°08'23" E, a distance of 185.35 feet along the west line of Lot 1 of CSM 5165;

thence S 89°51'37" E a distance of 115.07 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence along a curve turning to the right, radius 120.00 feet (the chord of which bears N 10°44'59" W, 45.34 feet), a distance of 45.61 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence along a tie line of zero width, S 89°51'37" E, a distance of 66.00 feet;

thence N 00°08'23" E, a distance of 100.36 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence N 79°35'32" E, a distance of 129.54 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence S 10°24'28" E, a distance of 173.05 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence along a curve turning to the right, radius 140.00 feet (the chord of which bears S 80°35'59" W, a distance of 42.32 feet), a distance of 42.48 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence S 89°17'36" W, a distance of 62.50 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence along a curve turning to the right, radius 54.00 feet (the chord of which bears N 45°17'00" W, a distance of 76.93 feet), a distance of 85.62 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence along a tie line of zero width, N 89°51'37" W, a distance of 66.00 feet

thence N 00°08'23" E, a distance of 125.48 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS;

thence N 89°51'37" W, a distance of 106.50 feet along the exterior boundary of the Condominium Plat of FAWN VALLEY CONDOMINIUMS to the west line of Lot 1 of CSM 5165;

thence N 00°08'23" E, a distance of 258.43 feet along the west line of Lot 1 of CSM 5165;

thence N 45°16'41" W, a distance of 21.06 feet along the west line of Lot 1 of CSM 5165;

thence N 89°18'15" E, a distance of 15.00 feet along the west line of Lot 1 of CSM 5165;

thence N 00°08'23" E, a distance of 33.00 feet along the west line of Lot 1 of CSM 5165;

thence N 89°17'59" E, a distance of 553.16 feet along the north line of Lot 1 of CSM 5165 to the POINT OF BEGINNING.

I further certify that the plat of FAWN VALLEY ESTATES has been completed in full compliance with Chapter A-E 7 of the Wisconsin Administrative Code, Minimum Standards For Property Surveys and the field work for said plat was completed upon May 1st, 2020.

The Excelsior Group, LLC Date
Matthew M. Filus
Wisconsin Professional Land Surveyor Number 2185

9993 Stella Palm Way, Unit 401
Fort Myers, FL 33966

Phone: (608) 381-6882

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT BEARING-IN	TANGENT BEARING-OUT
1-OUTLOT 1	100.00'	79.27'	77.21'	S 22°34'09" E	45°25'04"	N 00°08'23" E	N 45°16'41" W
2-LOT 1	756.00'	80.00'	80.00'	N 78°32'03" E	6°03'57"	N 75°30'04" E	N 81°34'01" E
2-LOT 2	756.00'	132.76'	132.59'	N 86°35'52" E	10°03'43"	N 81°34'01" E	S 88°22'16" E
2-TOTAL	756.00'	212.80'	212.10'	N 83°33'54" E	16°07'40"	N 75°30'04" E	S 88°22'16" E
3-LOT 10	690.00'	71.65'	71.61'	S 88°39'15" W	3°56'57"	N 88°22'16" W	S 85°40'47" W
3-LOT 11	690.00'	115.13'	115.00'	S 80°53'58" W	9°33'37"	S 85°40'47" W	S 76°07'09" W
3-TOTAL	690.00'	186.78'	186.21'	S 83°52'26" W	15°30'35"	N 88°22'16" W	S 76°07'09" W
4-LOT 2	138.00'	6.25'	6.25'	S 87°04'23" E	2°35'45"	S 88°22'16" E	S 85°46'31" E
4-LOT 3	138.00'	82.71'	81.48'	S 68°36'19" E	34°20'23"	S 85°46'31" E	S 51°26'07" E
4-LOT 4	138.00'	70.33'	69.57'	S 36°50'09" E	29°11'52"	S 51°26'07" E	S 22°14'11" E
4-LOT 5	138.00'	53.89'	53.55'	S 11°02'54" E	22°22'34"	N 00°08'23" E	N 22°14'11" W
4-TOTAL	138.00'	213.18'	192.61'	S 44°06'57" E	88°30'39"	S 88°22'16" E	S 00°08'23" W
5-LOT 10	72.00'	111.23'	100.49'	S 44°06'57" E	88°30'39"	S 88°22'16" E	S 00°08'23" W
6-EXTERIOR	120.00'	45.61'	45.34'	N 10°44'59" W	21°46'44"	N 21°38'21" W	N 00°08'23" E
6-LOT 12	120.00'	73.73'	72.57'	N 39°14'23" W	35°12'05"	N 56°50'25" W	N 21°38'21" W
6-LOT 13	120.00'	70.93'	69.90'	S 33°46'26" E	33°51'59"	S 56°50'25" E	N 89°17'36" E
6-TOTAL	120.00'	190.27'	170.95'	S 45°17'00" E	90°50'42"	S 00°08'23" W	N 89°17'36" E
7-EXTERIOR	54.00'	85.62'	76.93'	N 45°17'00" W	90°50'42"	S 89°17'36" W	N 00°08'23" E
8-LOT 9	140.00'	175.36'	164.12'	S 36°01'23" W	71°45'59"	N 71°54'22" E	N 00°08'23" E
8-EXTERIOR	140.00'	42.48'	42.32'	S 80°35'59" W	17°23'14"	N 89°17'36" E	N 71°54'22" E
8-TOTAL	140.00'	217.84'	196.52'	S 44°43'00" W	89°09'13"	N 89°17'36" E	N 00°08'23" E
9-LOT 13	206.00'	11.78'	11.78'	N 87°59'17" E	31°6'38"	N 89°17'36" E	N 86°00'58" E
9-LOT 14	206.00'	107.95'	106.72'	N 71°00'12" E	30°01'32"	N 86°00'58" E	N 55°59'26" E
9-TOTAL	206.00'	119.74'	118.06'	N 72°38'31" E	33°18'10"	N 89°17'36" E	N 55°59'26" E
10-LOT 6	206.00'	38.26'	38.21'	S 05°27'39" W	10°38'33"	N 10°46'56" E	N 00°08'23" E
10-LOT 7	206.00'	95.59'	94.74'	S 24°04'34" W	26°35'17"	N 37°22'13" E	N 10°46'56" E
10-TOTAL	206.00'	133.86'	131.52'	S 18°45'18" W	37°13'50"	N 37°22'13" E	N 00°08'23" E
11-LOT 7	206.00'	70.30'	69.50'	N 70°06'29" W	33°33'52"	S 63°19'29" E	S 86°53'21" E
12-LOT 14	186.00'	49.98'	49.83'	S 57°27'11" E	15°23'44"	S 49°45'19" E	S 65°09'03" E
12-LOT 15	186.00'	70.57'	70.15'	S 76°01'12" E	21°44'17"	S 65°09'03" E	S 86°53'21" E
12-TOTAL	186.00'	120.55'	118.45'	S 68°19'20" E	37°08'02"	S 49°45'19" E	S 86°53'21" E
13-LOT 8	154.00'	35.40'	35.32'	S 86°31'33" W	13°10'12"	S 86°53'21" E	N 79°56'27" E
14-LOT 16	220.00'	50.57'	50.46'	S 86°31'33" W	13°10'12"	S 86°53'21" E	N 79°56'27" E

CITY OF REEDSBURG APPROVAL

Resolved, that the plat of FAWN VALLEY ESTATES, in the City of Reedsburg, Sauk County Wisconsin is hereby approved by the Reedsburg Common Council this _____ day of _____, 2020.

David Estes, City of Reedsburg, Wisconsin Mayor Date

I hereby certify that the Reedsburg Common Council approves the foregoing this _____ day of _____, 2020.

Timothy Becker, City of Reedsburg, Wisconsin Administrator Date

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
SAUK COUNTY) SS

I, Jacob Crosetto, being the duly appointed, qualified and acting City Treasurer of the City of Reedsburg, Sauk County, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____, 2020 on any of the land included in the plat of FAWN VALLEY ESTATES.

Jacob Crosetto, Treasurer Date
City of Reedsburg, Wisconsin

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)
SAUK COUNTY) SS

I, Elizabeth Geoghegan, being the duly elected, qualified and acting treasurer of Sauk County, Wisconsin, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____, 2020 affecting the lands included in the plat of FAWN VALLEY ESTATES.

Elizabeth Geoghegan, Sauk County Treasurer Date

OWNER'S CERTIFICATE OF DEDICATION

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

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

Approving Authorities:

City of Reedsburg, Wisconsin

Objecting Agencies:

Wisconsin Department of Administration

IN WITNESS WHEREOF, Fawn Valley Estates LLC, has caused these presents to be signed by Shea Geffert, its Managing Member, at Reedsburg, Wisconsin, on this _____, day of _____, 2020.

In the presence of:

Fawn Valley Estates LLC

Shea Geffert, Managing Member Date

STATE OF WISCONSIN)
SAUK COUNTY) SS

Personally came before me this _____ day of _____, 2020, Shea Geffert, managing Member of the above named Fawn Valley Estates, LLC, to me known to be the persons who executed the foregoing instrument, and to me known to be such official of said Fawn Valley Estates LLC, and acknowledged that he executed the foregoing instrument as such officer.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____

FAWN VALLEY ESTATES

A SUBDIVISION PLAT BEING A PORTION OF
LOT 1 OF CERTIFIED SURVEY MAP NUMBER 5165,
LOCATED IN THE NE¼-SE¼ & THE NW¼-SE¼,
SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

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

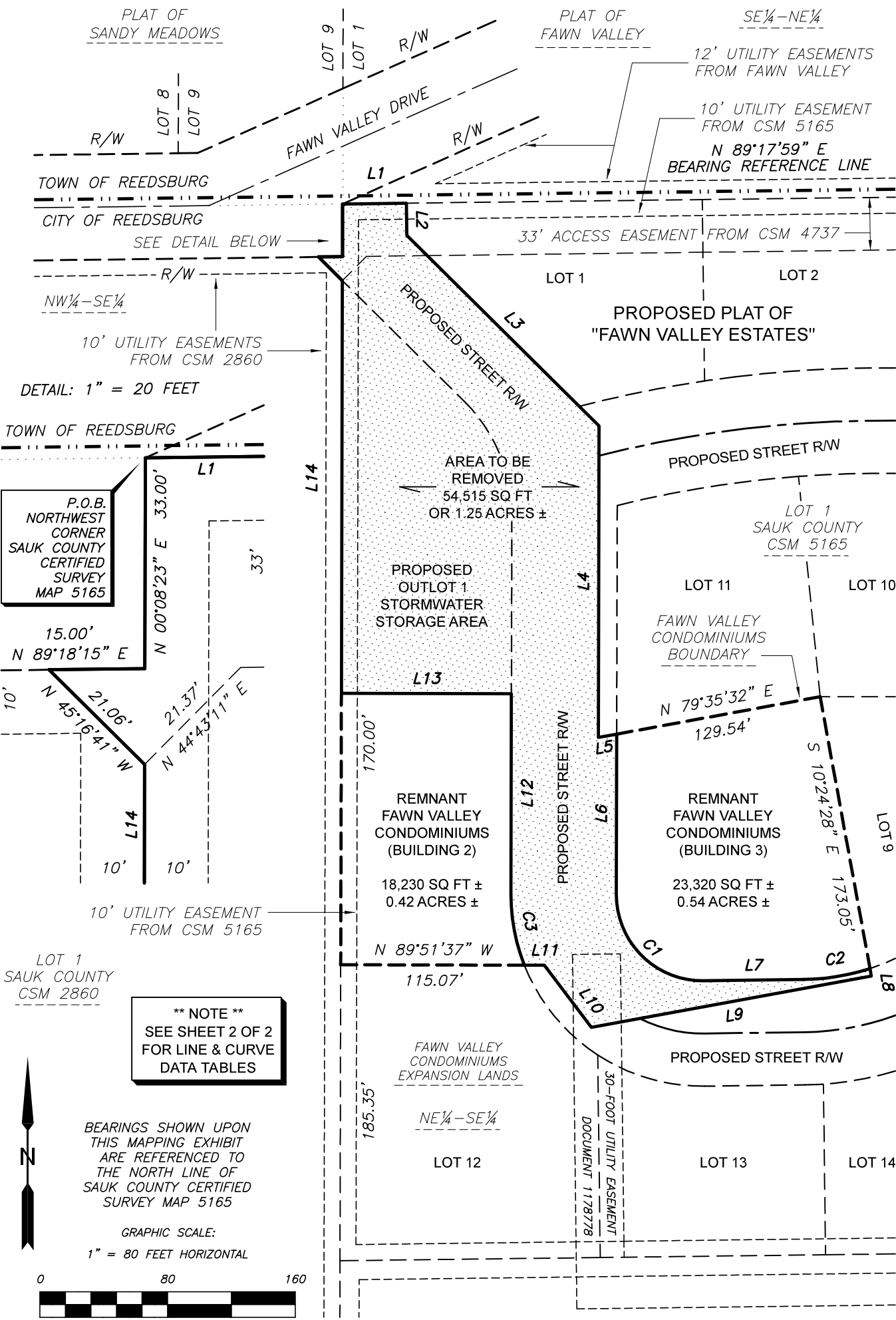
Certified _____, 20 _____

Department of Administration



MAPPING EXHIBIT & LEGAL DESCRIPTION
REMOVAL OF LANDS FROM CONDOMINIUM

FAWN VALLEY CONDOMINIUMS, LOCATED IN THE NE¼-SE¼
AND THE NW¼-SE¼, SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



MAPPING EXHIBIT & LEGAL DESCRIPTION
REMOVAL OF LANDS FROM CONDOMINIUM

FAWN VALLEY CONDOMINIUMS,
LOCATED IN THE NE¼-SE¼ AND THE NW¼-SE¼,
SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

LEGAL DESCRIPTION:

A PARCEL OF LAND TO BE REMOVED FROM "FAWN VALLEY CONDOMINIUMS", LOCATED IN THE NE¼-SE¼ AND THE NW¼-SE¼, SECTION 2, TOWN 12 NORTH, RANGE 4 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAUK COUNTY CERTIFIED SURVEY MAP (CSM) NUMBER 5165;

THENCE N 89°17'59" E, A DISTANCE OF 40.00 FEET ALONG THE NORTH LINE OF CSM 5165 AND THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS"; THENCE S 00°42'01" E, A DISTANCE OF 20.20 FEET THE ALONG EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS"; THENCE S 45°16'41" E, A DISTANCE OF 169.48 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS"; THENCE S 00°08'23" W, A DISTANCE OF 195.12 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS"; THENCE N 79°35'32" E, A DISTANCE OF 11.70 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE S 00°08'23" W, A DISTANCE OF 100.36 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 85.62 FEET, WITH A RADIUS OF 54.00 FEET, WITH A CHORD BEARING OF S 45°17'00" E, WITH A CHORD LENGTH OF 76.93 FEET; THENCE N 89°17'36" E, A DISTANCE OF 62.50 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 42.48 FEET, WITH A RADIUS OF 140.00 FEET, WITH A CHORD BEARING OF N 80°35'59" E, WITH A CHORD LENGTH OF 42.32 FEET TO THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE S 10°24'28" E, A DISTANCE OF 4.77 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE S 79°35'32" W, A DISTANCE OF 178.33 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 37°05'13" W A DISTANCE OF 48.81 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 89°51'37" W, A DISTANCE OF 12.49 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 45.61 FEET, WITH A RADIUS OF 120.00 FEET, WITH A CHORD BEARING OF N 10°44'59" W, WITH A CHORD LENGTH OF 45.34 FEET; THENCE N 00°08'23" E, A DISTANCE OF 125.48 FEET; THENCE N 89°51'37" W, A DISTANCE OF 106.50 FEET TO THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 00°08'23" E, A DISTANCE OF 258.43 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 45°16'41" W, A DISTANCE OF 21.06 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 89°18'15" E, A DISTANCE OF 15.00 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS; THENCE N 00°08'23" E, A DISTANCE OF 33.00 FEET ALONG THE EXTERIOR BOUNDARY OF "FAWN VALLEY CONDOMINIUMS TO THE POINT OF BEGINNING.

HAVING AN AREA OF 54,515 SQUARE FEET OR 1.25 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, MATTHEW M. FILUS, WISCONSIN PROFESSIONAL LAND SURVEYOR NUMBER 2185, HEREBY CERTIFY TO MY CLIENT:

FAWN VALLEY ESTATES LLC
SHEA GEFFERT, MEMBER
625 GRANITE AVENUE
REEDSBURG, WI 53959

THAT THE ATTACHED SURVEY AND PLAT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

THAT THE ATTACHED SURVEY AND PLAT MEET OR EXCEED THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF WISCONSIN AS SET FORTH IN ADMINISTRATIVE CODE CHAPTER A-E 7.

THAT ALL INFORMATION CONTAINED WITHIN THE ATTACHED SURVEY AND PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°17'59" E	40.00'
L2	S 00°42'01" E	20.20'
L3	S 45°16'41" E	169.48'
L4	S 00°08'23" W	195.12'
L5	N 79°35'32" E	11.70'
L6	S 00°08'23" W	100.36'
L7	N 89°17'36" E	62.50'
L8	S 10°24'28" E	4.77'
L9	S 79°35'32" W	178.33'
L10	N 37°05'13" W	48.81'
L11	N 89°51'37" W	12.49'
L12	N 00°08'23" E	125.48'
L13	N 89°51'37" W	106.50'
L14	N 00°08'23" E	258.43'

PREPARED BY:

The Excelsior Group, LLC
Surveying & Land Planning

Matthew M Filus, Professional Land Surveyor

Phone: (608) 381-6882
E-mail: mfilus@eg-wi.com

P.O. Box 486 • Reedsburg, Wisconsin 53959



DATED APRIL 20TH, 2020

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	54.00'	85.62'	76.93'	S 45°17'00" E	90°50'47"
C2	140.00'	42.48'	42.32'	N 80°35'59" E	17°23'14"
C3	120.00'	45.61'	45.34'	N 10°44'59" W	21°46'44"

Subdivision Development Agreement Fawn Valley Estates, LLC

This Development Agreement is by and between Fawn Valley Estates, LLC (Developer) and the City of Reedsburg, a Wisconsin Municipal Corporation (City).

RECITALS

- A. Developer intends to develop a residential subdivision in the City (the Project) to be known as Fawn Valley Estates as depicted in Exhibit A, "Conceptual Layout Plan Fawn Valley Estates".
- B. The Project will be developed in phases on the following described lands owned by Developer: Lot One (1), Sauk County Certified Survey Map No. 5165 except lands titled in the name of Fawn Valley Condominiums, Tax Parcel Number 276-2046-12000. See Exhibit B attached. (the "Development Land")
- C. Certain public infrastructure and other improvements are required to develop the Development Land.
- D. The City has determined that the project is consistent with and promotes the goals and objectives of the City's comprehensive plan and is in the public interest.
- E. This Development Agreement delineates the respective rights and obligations of the City and the Developer with regard to the Project.

AGREEMENT

- 1. Platting. Developer shall take all actions necessary to submit for approval a preliminary plat and final plat for the project which shall have sixteen (16) lots platted for single-family zoning use consistent with applicable provisions of

the City zoning code including, without limitation, required square footage in area, average lot size, and front, side and rear yard setbacks and offsets.

2. Condominium. Developer shall be responsible for removing any of the Development Land from the reach or effect of the Fawn Valley Condominium including, without limitation, “expansion land”; and for taking all steps needed to integrate the Condominium in the Plat.
3. Existing easements & dedications. Developer shall respect all existing easements and public dedications which burden the Development Land; including the thirty (30) feet easement between preliminary lots 4 & 5 which will be a private road easement for lands east of the Development Land.
4. Public Infrastructure Improvements.
 - a. Developer shall design, install and construct at Developer’s expense all public infrastructure improvements associated with the project including, without limitation, sanitary sewer, water mains, street, curb and gutter, sidewalks, electric and stormwater.
 - b. All public infrastructure shall be constructed and installed pursuant to the specifications of the City and all plans shall be approved in advance by the City; and the Developer shall only engage contractors for work included in this Agreement who are pre-qualified by the City to perform the work.
5. Letter of Credit.
 - a. Developer shall post with the City an irrevocable letter of credit in the amount of the anticipated cost of the public infrastructure improvements to insure satisfactory completion of the improvements. The letter of

credit shall remain in full force and effect and shall be renewed as necessary at all times prior to the completion of the public improvements by Developer. The letter of credit shall be released by the City when the public improvements are satisfactorily completed, dedicated by the Developer and accepted by the City.

- b. If Developer fails to timely complete the public improvements the City shall give the Developer and the issuer of the Letter of Credit ten (10) days written notice and opportunity to cure. If the default is not cured to the City's sole satisfaction within the ten (10) day period, the City may take possession of the property and all of the materials thereon, draw upon the Letter of Credit or any other financial guarantee posted or filed by the Developer and finish the work by whatever method the City may deem expedient. Developer shall pay the City the entire cost of completion of the work if funds from the Letter of Credit are insufficient to cover the entire cost of completion.

6. Inspections. The City shall provide for the inspection of required improvements during construction and insure their satisfactory completion. The Developer will assume the cost of the City's engineering inspections review. If the City determines that any of the required improvements have not been constructed in accordance with the City's standards, the Developer shall be responsible for either completing the improvements or reimbursing the City for its costs to complete the improvements.

7. Acceptance.

- a. In addition to all of the requirements contained herein, the Developer agrees that the public improvements will not be accepted by the City until:
 - 1. All outstanding charges to be paid by the Developer have been paid in full.
 - 2. Affidavits and lien waivers are received by the City indicating that all contractors providing work have been paid in full.
 - 3. The City has received evidence satisfactory to it that no liens or other encumbrances encumber the public improvements.
- b. Upon completion of each Phase and acceptance of public improvements, ownership and control of the Public Improvements shall be turned over to the City. The City Council shall approve by resolution final acceptance of the required improvements at the completion of each Phase of construction.

8. Guaranty. The Developer agrees to guarantee and warrant all work performed under this Agreement for the period of one (1) year from the date of final written acceptance by the City Council or work completed in that phase, against defects in workmanship or materials. If any defect should arise during the guarantee period, the Developer agrees to make the required replacement or repairs of the defective work at its own expense.

9. Permits, Fees & Approvals.

- a. Developer shall obtain all necessary permits and approvals for the Project and comply with all applicable laws, codes, ordinances,

rules and regulations and pay all required permit, impact, connection, inspection and other fees.

- b. Developer shall submit the final site plan including building plans and landscape plans for City review and approval and construct and maintain the Project in accordance with the approved plans.
- c. Developer is allowed the following exceptions from City standards:
 - 1. Reduced setback for condominium buildings built prior to 2019.
 - 2. Sidewalks shall be installed along all lots except West side of Lot 1; and, Lots 9, 10 & 11; and, Fawn Valley Condominium (Building 3) lot adjacent to Lots 9 & 11.

10. Indemnification.

- a. Hold Harmless. The Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Developer, its officers, agents, independent contractors, and employees or anyone for whose acts

any of them may be made liable, regardless of whether or not it is caused in part by a party indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, and employees by the Developer, its officers, agents, independent contractors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, its officers, agents, independent contractors, employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

- b. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.

- 11. Insurance. Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for one person and at least Five Million Dollars (\$5,000,000.00) per occurrence, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its

agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty (30) days written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or effect the City's right to recover thereon.

12. Independent Contractor. Notwithstanding any other provisions of this agreement to the contrary, Developer is an independent contractor. Nothing contained in this agreement shall alter Developer's status as an independent contractor, nor shall this agreement be construed as creating any contractual relationship whatsoever between the City's consultants (planning, engineering, financial and legal) or any persons or entities other than the City and Developer.
13. As-Built Construction Plans. Upon completion of the required improvements, Developer shall provide to the City of full set of as-built record drawings, plans and filed in electronic format as well as a summary of all project costs. The as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance.
14. Driveway Easement & Declaration. Developer specifically acknowledges the Driveway Easement Declaration & Agreement between Fawn Valley Estates, 4Ag Investments, LLC, Jason M. Sobacki and Heather A. Sobacki and Fawn Valley Condominiums concerning the release and termination of the 33' access easement; and the use, repair and maintenance of the 30' easement through Lot 4 as shown in the Plat of Fawn Valley Estates. Said easement is not subject to Reedsburg Code sec. 690-65.

15. Miscellaneous Terms.

- a. After its execution and approval this agreement may be recorded in the office of the Sauk County Register of Deeds. Each commitment and restriction subject to this agreement on the Development Land shall be appurtenant to and for the benefit and burden of the Development Land and shall run with the land.
- b. This agreement shall be binding on the City and the Developer and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns.
- c. Any subsequent owner of the Development Land (including, without limitation, any owner who acquires its interest by foreclosure, trustee, sale or otherwise) shall be liable for all the commitments and other obligations arising under this agreement.
- d. This agreement may not be assigned by the Developer without the City's consent which consent shall not be unreasonably withheld.
- e. This agreement may be modified only by means of a subsequently executed and acknowledged written agreement.
- f. This agreement shall be construed in accordance of the laws of the state of Wisconsin. Any action brought in connection with this agreement shall be brought in a court of competent jurisdiction located in Sauk County, Wisconsin.

City of Reedsburg

Dated:_____, 2020

By: David Estes, Mayor

Dated:_____, 2020

By: Jacob Crosetto, Clerk/ Treasurer

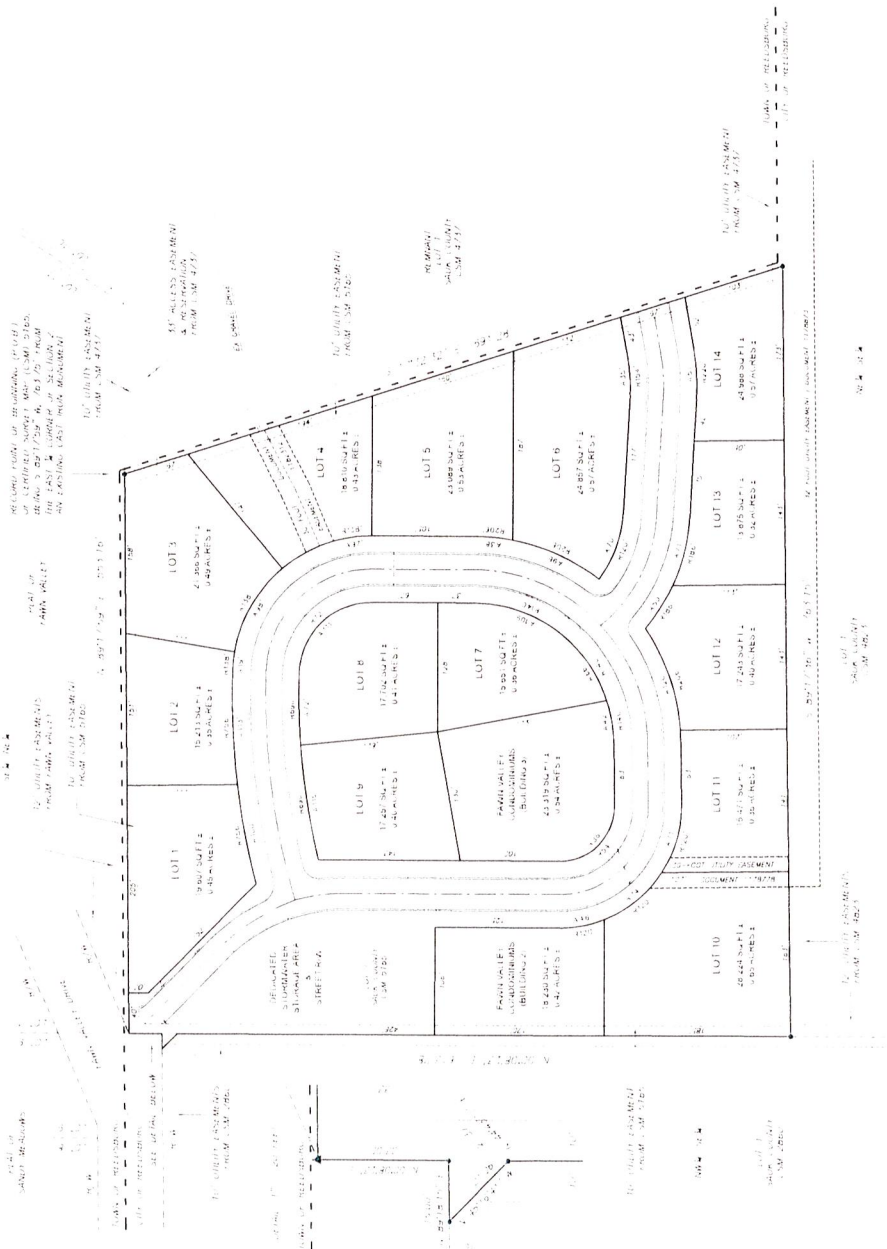
Fawn Valley Estates, LLC

Dated:_____, 2020

By:_____
Its:_____

LEGEND & GENERAL NOTES

- ▲ COMPLETION OF THE PROJECT
PROPOSED BY THE OWNER
- PROPOSED BY THE OWNER
- (XXX) RECORDED DATA



RECORDED DATA: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14. LOT 1: 17,420 SQ. FT. (0.40 ACRES). LOT 2: 17,420 SQ. FT. (0.40 ACRES). LOT 3: 17,420 SQ. FT. (0.40 ACRES). LOT 4: 17,420 SQ. FT. (0.40 ACRES). LOT 5: 17,420 SQ. FT. (0.40 ACRES). LOT 6: 17,420 SQ. FT. (0.40 ACRES). LOT 7: 17,420 SQ. FT. (0.40 ACRES). LOT 8: 17,420 SQ. FT. (0.40 ACRES). LOT 9: 17,420 SQ. FT. (0.40 ACRES). LOT 10: 17,420 SQ. FT. (0.40 ACRES). LOT 11: 17,420 SQ. FT. (0.40 ACRES). LOT 12: 17,420 SQ. FT. (0.40 ACRES). LOT 13: 17,420 SQ. FT. (0.40 ACRES). LOT 14: 17,420 SQ. FT. (0.40 ACRES).



RECORDED DATA: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14. LOT 1: 17,420 SQ. FT. (0.40 ACRES). LOT 2: 17,420 SQ. FT. (0.40 ACRES). LOT 3: 17,420 SQ. FT. (0.40 ACRES). LOT 4: 17,420 SQ. FT. (0.40 ACRES). LOT 5: 17,420 SQ. FT. (0.40 ACRES). LOT 6: 17,420 SQ. FT. (0.40 ACRES). LOT 7: 17,420 SQ. FT. (0.40 ACRES). LOT 8: 17,420 SQ. FT. (0.40 ACRES). LOT 9: 17,420 SQ. FT. (0.40 ACRES). LOT 10: 17,420 SQ. FT. (0.40 ACRES). LOT 11: 17,420 SQ. FT. (0.40 ACRES). LOT 12: 17,420 SQ. FT. (0.40 ACRES). LOT 13: 17,420 SQ. FT. (0.40 ACRES). LOT 14: 17,420 SQ. FT. (0.40 ACRES).

**Driveway Easement Declaration and
Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
P.O. Box 231
Reedsburg, WI 53959**

**276-2046-12000, 030-0041-10100,
030-0041-20000 and 030-0041-11000**

Parcel Identification Number (PIN)

**Document drafted by:
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
110 East Main Street
P.O. Box 231
Reedsburg, WI 53959**

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Driveway Easement Declaration and Agreement

This Driveway Easement Declaration and Agreement (Agreement) is by and between the following parties ("Parcel Parties"):

- Fawn Valley Estates, LLC (Estates)
- 4Ag Investments, LLC (4Ag)
- Jason M. Sobacki and Heather A. Sobacki (Sobacki's)
- Fawn Valley Condominiums Owners Association, Inc. (Condos; see Paragraph #16)

RECITALS

- A. Estates owns the following described land in the **City** of Reedsburg, Sauk County, Wisconsin:

Lot One (1), Certified Survey Map No. 5165, recorded in Volume 29 of Certified Survey Maps, Page 5165, as #863743, in the City of Reedsburg, Sauk County, Wisconsin. EXCEPT that plat of Fawn Valley Condominiums. Tax Parcel Number 276-2046-12000. (Parcel A)

- B. 4Ag owns the following described land in the **Town** of Reedsburg, Sauk County Wisconsin:

Lot 1, Certified Survey Map No. 4737, recorded in Volume 25 of Certified Survey Maps, page 4737, as Document No. 790626, EXCEPTING THEREFROM Certified Survey Map No. 5165, in the Town of Reedsburg, Sauk County, Wisconsin. ALSO EXCEPTING THEREFROM a parcel of land located in the NE ¼ -SE ¼ of Section 2, Township 12 North, Range 4 East, in the Town of Reedsburg, Sauk County, Wisconsin, described as follows: Commencing at the East quarter corner of Section 2 and the point of beginning; thence South 00° 14' 13" West, 33.00 feet along the East line of the SE ¼ of Section 2 to the Northeast corner of Lot 2, Sauk County Certified Survey Map 4737; thence South 89° 22' 05" West, 254.00 feet along the North line of said Lot 2 to the Northwest corner; thence South 00° 14' 13" West, 252.40 feet along the West line of said Lot 2; thence North 25° 09' 57" West, 161.47 feet; thence North 88° 59' 26" West, 150.35 feet; thence North 00° 14' 13" East, 134.19 feet to the North line of the NE ¼ -SE ¼ of Section 2; thence North 89° 22' 05" East, along said North line of the NE ¼ -SE ¼, 473.63 feet to the point of beginning. Tax Parcel Number: 030-0041-10100. (Parcel B)

- C. Sobacki's own the following described land in the **Town** of Reedsburg, Sauk County, Wisconsin:

Lot 2, Certified Survey Map No. 4737, recorded in Volume 25 of Certified Survey Maps, page 4737, as #790626, in the Town of Reedsburg, Sauk County, Wisconsin.

Also including, a parcel of land located in the NE ¼ -SE ¼ of Section 2, Township 12 North, Range 4 East, in the Town of Reedsburg, Sauk County, Wisconsin, described as follows: Commencing at the East quarter corner of Section 2 and the point of beginning; thence South 00°14'13" West, 33.00 feet along the East line of the SE ¼ of Section 2 to the Northeast corner of Lot 2, Sauk County Certified Survey Map 4737; thence South 89°22'05" West, 254.00 feet along the North line of said Lot 2 to the Northwest corner; thence South 00°14'13" West, 252.40 feet along the West line of said Lot 2; thence North 25°09'57" West, 161.47 feet; thence North 88°59'26" West, 150.35 feet; thence North 00°14'13" East, 134.19 feet to the North line of the NE ¼ - SE ¼ of Section 2; thence North 89°22'05" East, along said North line of the NE ¼ - SE ¼, 473.63 feet to the point of beginning.

Tax Parcel Numbers: 030-0041-20000 and 030-0041-11000. (Parcels C & D respectively)

- D. Attached as Exhibit A is a Sauk County Land Information Map which shows the locations of the lands described in Recitals A, B, C, & D and subject to this Agreement (the "Subject Parcels").
- E. Attached as Exhibit B is a map captioned "Driveway Access Easement" which depicts the location of an existing driveway which provides ingress and egress between Parcels B, C & D and Fawn Valley Court, a public street.
- F. Attached as Exhibit C is the legal description of the Driveway Access Easement depicted in Exhibit B.

- G. The purpose of this Agreement is to memorialize and regulate the driveway access easement; and, to clarify the public record by revoking and terminating the 33' Access/Driveway Easement Agreements depicted in Exhibit A referenced in the following documents:

- Document No. 864927 recorded March 17, 2005
- Document No. 989530 recorded July 10, 2009
- Document No. 1182312 recorded July 1, 2019
- Document No. 1183337 recorded July 22, 2019
- Document No. 1187675 recorded October 17, 2019
- Document No. 1189048 recorded November 12, 2019
- Document No. 1189575 recorded November 19, 2019

DECLARATION & AGREEMENT

- 1.) Declaration of Driveway Easement. A private driveway easement is established over Parcels A, B, C & D as depicted in Exhibit B and described in Exhibit C.
- 2.) Vehicle and Pedestrian Easement.
 - a. The driveway easement shall be a for non-exclusive vehicular and pedestrian ingress and egress granting access from Fawn Valley Court to Parcels B, C and their occupants, agents, employees and guests and service and emergency vehicles.
 - b. Use of the easement is limited to one single family dwelling on Parcels B, C and D. If Parcels B, C and/or D are subdivided and developed access to those subdivided parcels shall be over the extended Fawn Valley Court depicted in the Conceptual Layout Plat Fawn Valley Estates attached as Exhibit D.
 - c. This driveway easement shall terminate upon installation and dedication of extended Fawn Valley Court in a manner that provides reasonable access to the dwellings, if any, on Parcels B, C & D.
- 3.) Utility Easement. The parties acknowledge that public utilities to serve Parcels B, C and D may be placed in the 10' and 12' utility easements disclosed in the Conceptual Layout Plat Fawn Valley Estates, Exhibit D.
- 4.) No parking. Parking shall not be allowed on the driveway easement. This applies to machinery, trailers, vehicles or other property stored or parked upon the driveway.

- 5.) Driveway maintenance and improvements. Driveway maintenance and improvements shall be undertaken and made whenever necessary to maintain the driveway in good operating condition, including snow removal, at all times and to insure the provision of safe access.
- 6.) Cost Sharing. Driveway repair and maintenance, snow plowing and road improvement costs shall be shared between the Parcel Parties as follows:
 - 4Ag - 25%
 - Sobacki's - 75%
- 7.) Covenants and rights Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with Parcels A, B, C & D and shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. The easements granted under this Agreement are easements appurtenant to Parcels A, B, C & D. Those easement rights may not be transferred separately from, or severed from, title to Parcels A, B, C & D. If any parcels served by such easements are further divided in the future, the easement rights provided for this under this Agreement shall continue to apply to all portions of Parcels A, B, C & D. The Parcel Parties and each of their respective successors and assigns as fee simple owners of any portion of Parcels A, B, C & D shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in such parcel, except, however, for obligations that accrued during the party's period of ownership of title.
- 8.) Enforcement. If a court action or lawsuit is necessary to enforce this agreement the party commencing such action or lawsuit shall be entitled to reasonable attorney's fees and costs if the party prevails.
- 9.) Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this declaration and Agreement.
- 10.) Governing Law and Venue. This Agreement shall be construed and enforced under the laws of the State of Wisconsin. Venue for any disputes shall be in the Circuit Court for Sauk County.
- 11.) Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent.

- 12.) Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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.
- 13.) Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- 14.) No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. The Parcel Parties may take such measures deemed necessary to prevent the dedication to the public of the private driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of Private Road, "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.
- 15.) 33' Access Easement. This Agreement terminates, extinguishes, replaces and supersedes any prior access easements relating to the Parcels A, B, C & D and the driveway including those agreements set forth in Recital H and depicted in Exhibit A.
- 16.) Condos. Condos joins in this Agreement for the sole purpose of releasing and extinguishing the 33' access easement consistent with Recital G and Paragraph 15.
- 17.) Entire Agreement. This Agreement sets forth the entire understanding of Parcel Parties and may not be changed except by a written amendment as provided herein and duly recorded in the office of the Register of Deeds, Sauk County, Wisconsin.

Fawn Valley Estates, LLC

Dated: _____, 2020

By: _____

Its: _____

Dated: _____, 2020

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SAUK

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public, State of Wisconsin
My commission expires: _____

4Ag Investments, LLC

Dated: _____, 2020

By: _____

Its: _____

Dated: _____, 2020

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SAUK

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public, State of Wisconsin

My commission expires: _____

Dated: _____, 2020

Jason M. Sobacki

Dated: _____, 2020

Heather A. Sobacki

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SAUK

This instrument was acknowledged before me on _____, 2020 by Jason M. Sobacki and Heather A. Sobacki.

Notary Public, State of Wisconsin

My commission expires: _____

Fawn Valley Condominium Owners
Association, Inc.

Dated: _____, 2020

By: _____
Its: _____

Dated: _____, 2020

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SAUK

This instrument was acknowledged before me on _____, 2020 by
_____.

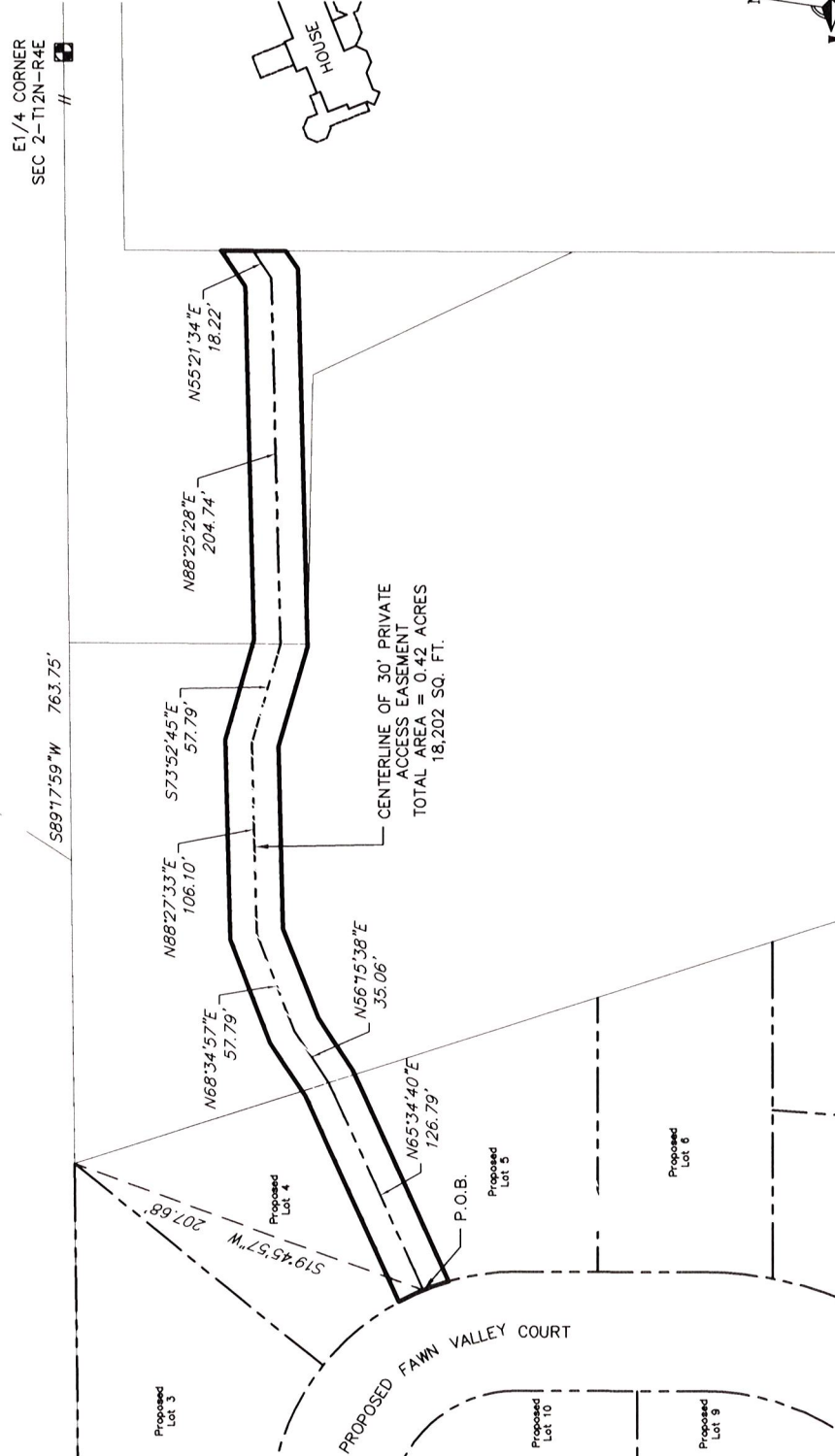
Notary Public, State of Wisconsin
My commission expires: _____

Drafted by:
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP



Driveway Access Easement

PART OF LOT 1, CSM 5165, PART OF LOT 1, CSM 4737, PART OF PROPOSED LOTS 4 & 5, FAWN VALLEY ESTATES, LOCATED IN THE NE1/4 OF THE SE1/4, SECTION 2, T12N, R4E, TOWN OF REEDSBURG & CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



LEGEND

ACCESS EASEMENT

1 OF 1 SHEET		REVISIONS	SCALE	1:200	
			CHECKED	MLON	
			DRAFTER	SDIS	
			FILE	DWG	
		JOB NO.	DATE	10/02/20	

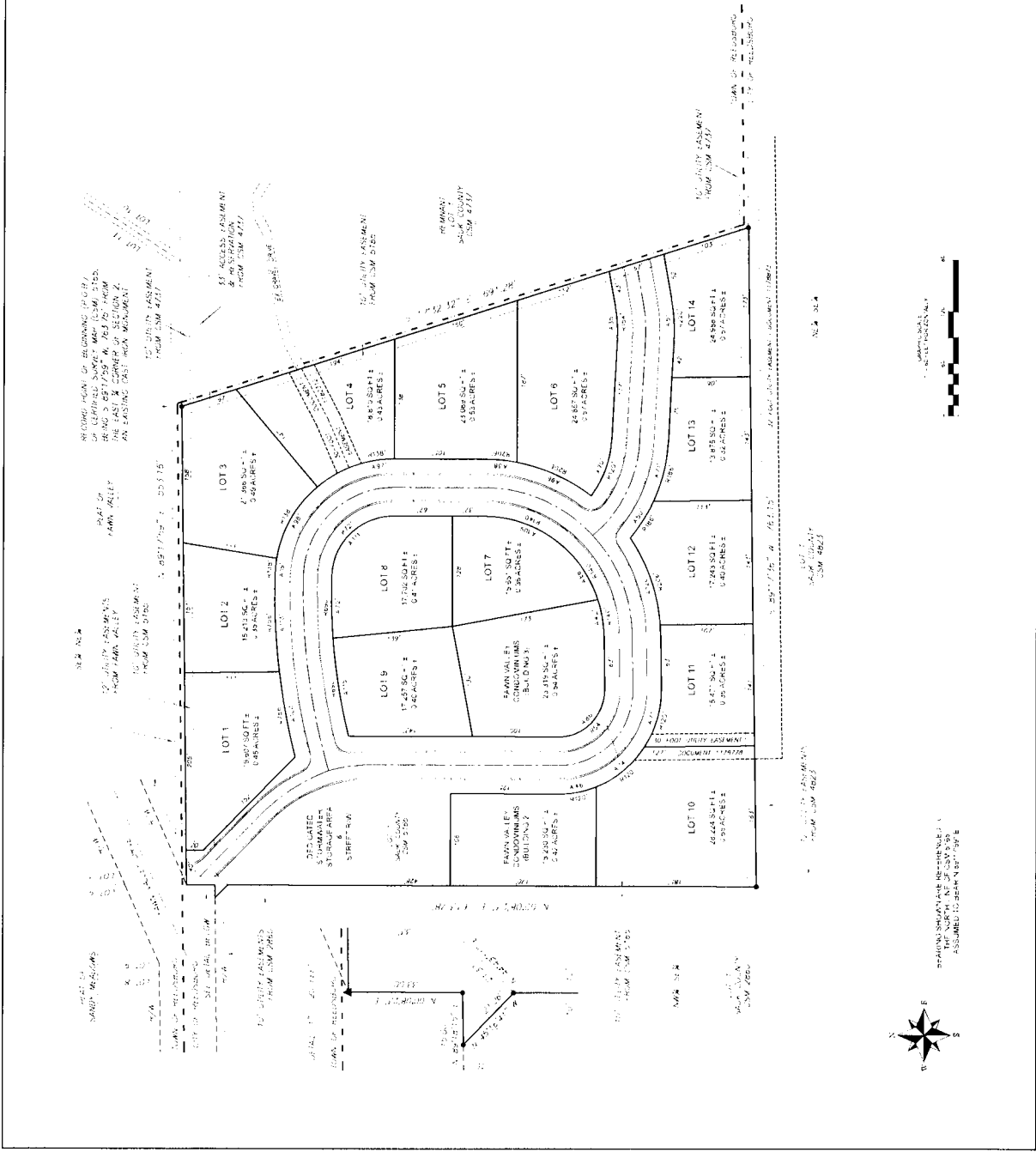
Driveway Access Easement Description

A 30 foot wide access easement being part of Lot 1, Sauk County Certified Survey Map No. 5165, part of Lot 1, Sauk County Certified Survey Map No. 4737, part of proposed Lots 4 & 5, Fawn Valley Estates and part of lands described in Sauk County Register of Deeds Document #1183337, located in the NE 1/4 of the SE 1/4 of Section 2, T12N, R4E, Town of Reedsburg & City of Reedsburg, Sauk County, Wisconsin, being 15 feet on each side of the following described reference line:

Commencing at the East Quarter of Section 2: thence S89°17'59"W along the south line of Lots 12 & 11, Plat of Fawn Valley, the north line of Lot 1, CSM 4737 and the north line of the NE 1/4 of the SE 1/4 of said Section 2, 763.75 feet to the northeast corner of Lot 1, CSM 5165 and the northeast corner of the proposed Lot 4 of Fawn Valley Estates; thence S19°45'57"W, 207.68 to the intersection of the proposed easterly right-of-way of Fawn Valley Court and the southerly line of Lot 4 and northerly line of Lot 5 of the proposed Fawn Valley Estates and the Point of Beginning of said reference line; thence N65°34'40"E, 126.79 feet to a point on the easterly line of Lot 1, CSM 5165; thence N56°15'38"E, 35.06 feet; thence N68°34'57"E, 57.79 feet; thence N88°27'33"E, 106.10 feet; thence S73°52'45"E, 57.79 feet to a point on the westerly line of lands described in Document # 1183337, 15.00 feet from the southwesterly corner bearing N00°11'08"E; thence N88°25'28"E, 204.74 feet; thence N55°21'34"E, 18.22 feet to the terminus point on the westerly line of Lot 2, CSM 4737, said terminus point bears S00°10'07"W, 72.88 feet from the northwesterly corner of said Lot 2, CSM 4737. The sidelines of said easement to be extended or truncated at the proposed easterly right-of-way of Fawn Valley Court and the west line of Lot 2, CSM 4737.

LEGEND & GENERAL NOTES

- ▲ COMM. REL. LOCATION OF 10' TYPICAL HOOD PROVIDENT E. & J. SURVEY V. 1-1-19
- 24' TYPICAL HOOD PROVIDENT E. & J. SURVEY V. 1-1-19
- (XXX) REQUIRED DATA



CONCEPTUAL LAYOUT PLAN FAWN VALLEY ESTATES CITY OF REEDSBURG SAUK COUNTY WISCONSIN



- Exhibit D -