


# Dane County Rezone & Conditional Use Permit

<b>Application Date</b>	<b>Petition Number</b>
02/01/2017	DCPREZ-2017-11108
<b>Public Hearing Date</b>	<b>C.U.P. Number</b>
04/25/2017	

OWNER INFORMATION		AGENT INFORMATION	
OWNER NAME ANDREW E ANDERSON	PHONE (with Area Code) (608) 767-3953	AGENT NAME	PHONE (with Area Code)
BILLING ADDRESS (Number & Street) 3757 RYAN RD 3787 RYAN RD		ADDRESS (Number & Street)	
(City, State, Zip) BLUE MOUNDS, WI 53517		(City, State, Zip)	
E-MAIL ADDRESS andymidplains@yahoo.com		E-MAIL ADDRESS	

ADDRESS/LOCATION 1		ADDRESS/LOCATION 2		ADDRESS/LOCATION 3	
ADDRESS OR LOCATION OF REZONE/CUP		ADDRESS OR LOCATION OF REZONE/CUP		ADDRESS OR LOCATION OF REZONE/CUP	
West of 3825 SHOWER RD					
TOWNSHIP VERMONT	SECTION 19	TOWNSHIP	SECTION	TOWNSHIP	SECTION
PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED	
0706-193-8040-8					

REASON FOR REZONE			CUP DESCRIPTION	
CREATING ONE RESIDENTIAL LOT				
<b>FROM DISTRICT:</b>	<b>TO DISTRICT:</b>	<b>ACRES</b>	<b>DANE COUNTY CODE OF ORDINANCE SECTION</b>	<b>ACRES</b>
A-1Ex Exclusive Ag District	A-2 (8) Agriculture District	11.3		

<b>C.S.M REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials <i>SEA</i>	<b>PLAT REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials <i>SEA</i>	<b>DEED RESTRICTION REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials <i>SEA</i>	<b>INSPECTOR'S INITIALS</b>  SSA1	<b>SIGNATURE:(Owner or Agent)</b> 
<b>PRINT NAME:</b> ANDREW E. ANDERSON				
<b>DATE:</b> 1 FEB 17				



# Zoning Change Application

Items that must be submitted with your application:

- ✓ **Written Legal Description of the proposed Zoning Boundaries**  
Legal description of the land that is proposed to be changed. The description may be a lot in a plat, Certified Survey Map, or an exact metes and bounds description. A separate legal description is required for each zoning district proposed. The description shall include the area in acres or square feet.
- ✓ **Scaled Drawing of the location of the proposed Zoning Boundaries**  
The drawing shall include the existing and proposed zoning boundaries of the property. All existing buildings shall be shown on the drawing. The drawing shall include the area in acres or square feet.

Owner's Name ANDREW E. ANDERSON Agent's Name N/A  
 Address 3757 RYAN ROAD BLUE MOUNDS Address \_\_\_\_\_  
 Phone 608-767-3953 Phone \_\_\_\_\_  
 Email andy.midplains@yahoo.com Email \_\_\_\_\_

Town: Vermont Parcel numbers affected: 0706-193-8040-8

Section: 01 19 Property address or location: Shower Road

Zoning District change: (To / From / # of acres) TO A-2(8) FROM A-1(EX) 11.3a

Soil classifications of area (percentages) Class I soils: \_\_\_\_\_% Class II soils: \_\_\_\_\_% Other: 100 %

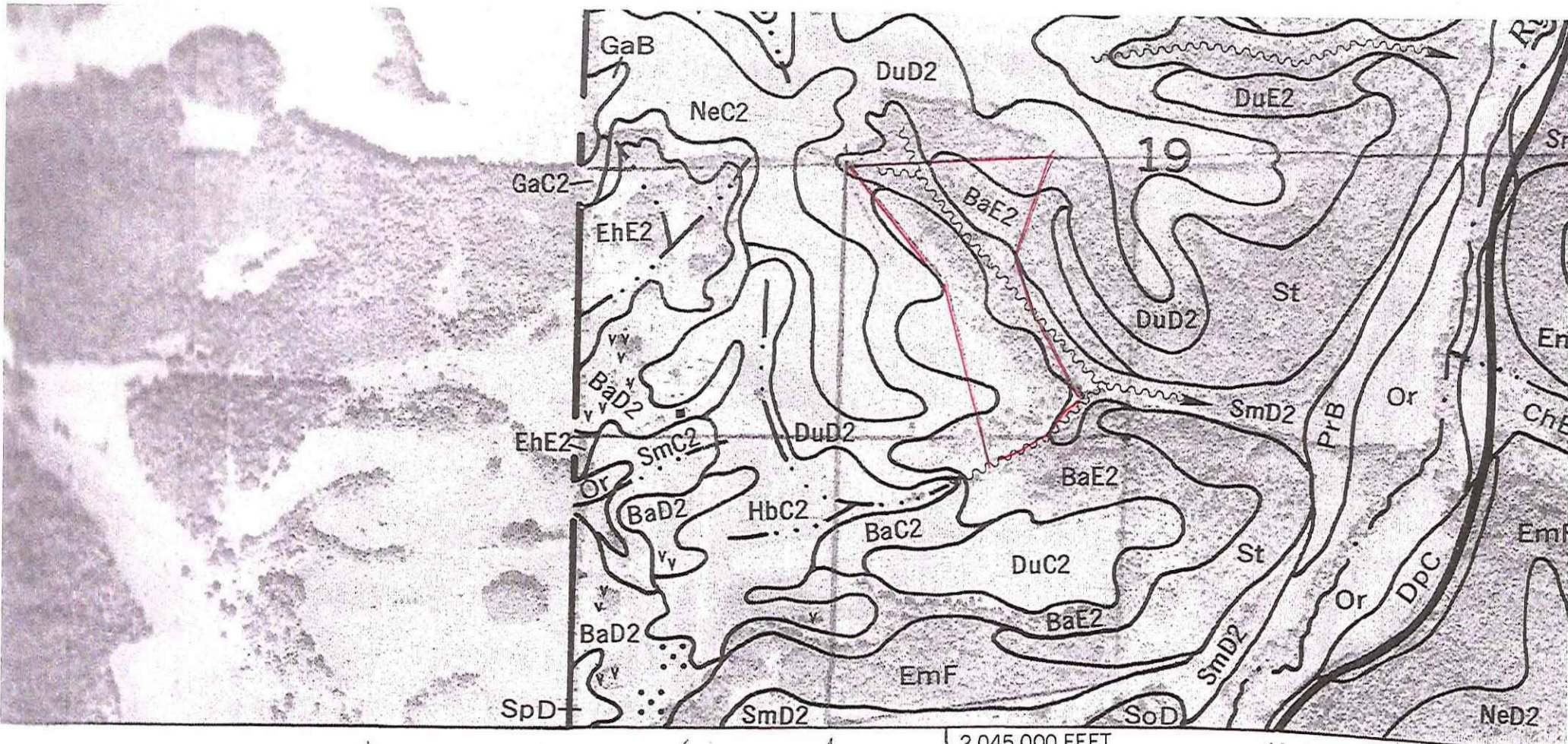
Narrative: (reason for change, intended land use, size of farm, time schedule)

- Separation of buildings from farmland
- Creation of a residential lot
- Compliance for existing structures and/or land uses
- Other: BUILDING A HOUSE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I authorize that I am the owner or have permission to act on behalf of the owner of the property.  
 Submitted By: Andrew E Anderson Date: 1 FEB 17





est. acres cap. unit

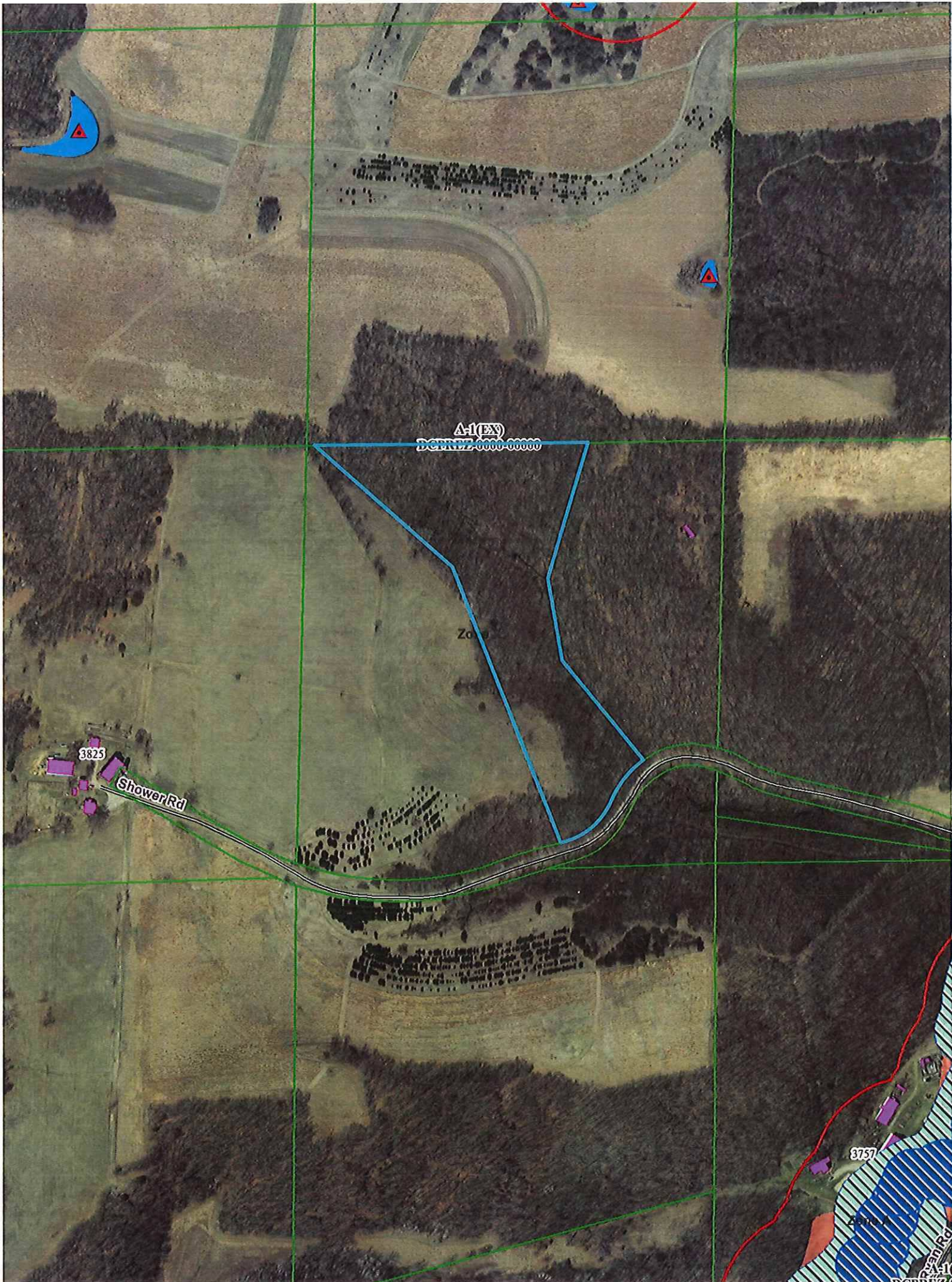
2045000 FEET

(Joins sheet 97)

64.6% BaE2	7.3a	VIIe-6
26.5% SmD2	3.0a	IVe-1
3.8% DuD2	1.0a	VIIe-3
	<u>11.3a</u>	

SOIL MAP  
 Andrew E. Anderson  
 11.3a, Shower Rd.  
 Vermont Township





A-1 (EX)  
BERRTZ-0000-00000

Zone

3825

Shower Rd

3757

Ryan Rd  
Berrtz



DOCUMENT NO.  
1645059

VOL 1241 PAGE 19

STATE BAR OF WISCONSIN - FORM 1  
WARRANTY DEED OFFICE  
THIS SPACE RESERVED FOR RECORDING DATA  
RECORDED ON

79 OCT 18 P 1:19

Vol. 1241 Page 19  
Dane County, Wis.  
Register of Deeds

THIS DEED, made between W. Lewis Shower, a Single Man

Grantor  
and Andrew E. Anderson

Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Dane  
County, State of Wisconsin:

Part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 7 North, Range 6 East (Town of Vermont), which is more fully described as follows:  
Commencing at the Northeast corner of said Northeast 1/4 of Southwest 1/4; thence North 89° 29' 30" West, along the North line of said quarter-quarter, 435.45 feet to the point of beginning of this description; thence continue North 89° 29' 30" West, along said North line of quarter-quarter, 859.7 feet; thence South 42° 45' East, 579.4 feet; thence South 22° 45' East, 934.0 feet to the center line of a town road; thence Northeastly, along said center line of road, on a curve to the left whose chord bears North 64° 55' East, for a distance of 124.0 feet to point "A"; thence continue Northeastly, along said center line of road, on a curve to the left and then a curve to the right to point "B". A straight line from point "A" to point "B" bears North 39° 16' East, for a distance of 251.2 feet; thence North 34° 56' West, 429.4 feet; thence North 15° 51' West, 271.9 feet; thence North 20° 06' East, 445.6 feet to the point of beginning, Dane County, Wisconsin. Subject to a public right-of-way over the Southeast  
This is not homestead property. 33.0 feet thereof. The above described parcel contains 11.3 (is) (is not) acres.\*

RETURN TO  
Peter J. Waltz, Attorney  
Box 163  
Mt. Horeb, Wisconsin 53572

Tax Key No. \_\_\_\_\_

Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And W. Lewis Shower

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except easements, municipal zoning ordinances and restrictions of record, ALSO except any liens or encumbrances created or suffered to be created by the acts or defaults of the purchasers

and will warrant and defend the same.

Dated this 16<sup>th</sup> day of October, 1979.

\* This Deed is given in fulfillment of a certain land contract between the parties hereto, dated October 8, 1974 and recorded at the Dane County Registry on December 6, 1974 in Volume 546 of Records, Page 36 as Document No. 1415928.

\_\_\_\_\_(SEAL) \* W. Lewis Shower (SEAL)  
\* W. Lewis Shower  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\* \_\_\_\_\_

AUTHENTICATION  
Signatures authenticated this 16<sup>th</sup> day of October, 1979

Peter J. Waltz  
\* Peter J. Waltz

ACKNOWLEDGMENT  
STATE OF WISCONSIN

\_\_\_\_\_) ss.  
\_\_\_\_\_) County.  
Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_ the above named \_\_\_\_\_

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

This instrument was drafted by  
Attorney Peter J. Waltz

TRANSFER  
\$ 5.40  
FEE PAID

to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

\*  
Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration date: \_\_\_\_\_, 19\_\_\_\_.)

\*Names of persons signing in any capacity must be typed or printed below their signatures.

FURNISHED BY  
Dane County Title Company  
Founded 1840

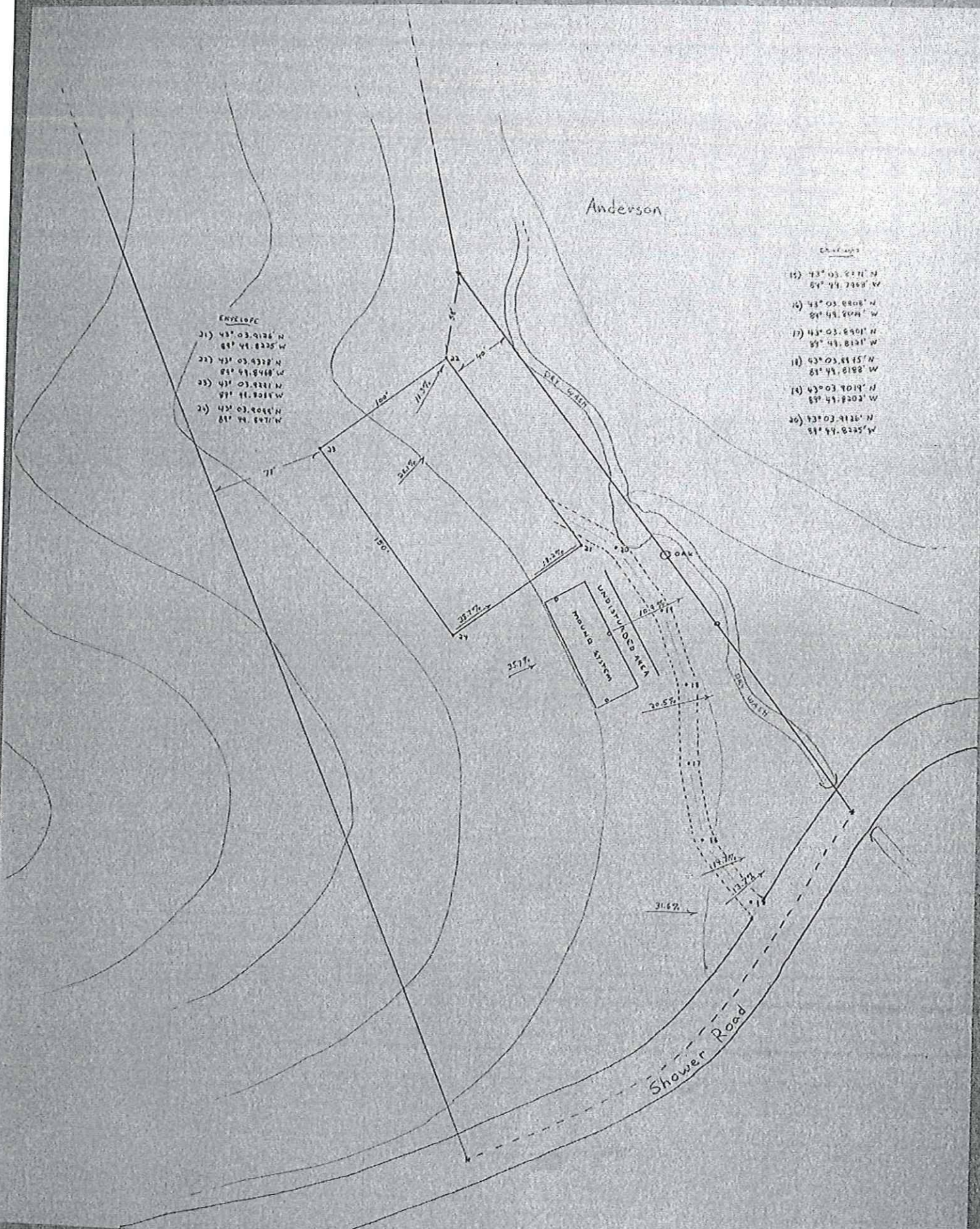


Anderson

ENVELOPE

- 21) 43° 03.9126' N  
81° 41.8225' W
- 22) 43° 03.4372' N  
81° 41.8418' W
- 23) 43° 03.4221' N  
81° 41.8014' W
- 24) 43° 03.4054' N  
81° 41.8071' W

- 15) 73° 03.6771' N  
81° 41.2468' W
- 16) 43° 03.8808' N  
81° 41.8094' W
- 17) 43° 03.6901' N  
81° 41.8131' W
- 18) 43° 03.8115' N  
81° 41.8188' W
- 19) 43° 03.7014' N  
81° 41.8202' W
- 20) 43° 03.4126' N  
81° 41.8225' W





CONTRACT, by and between W. Lewis Shower, a Single Man

Office of Register of Deeds }  
Dane County, Wisconsin }<sup>SS</sup>

Received for Record Dec 6  
19 74 at 11:00 o'clock AM  
and recorded in vol. 576  
of Records on page 36  
Filed for Record  
12/6/74  
Register

\_\_\_\_\_ herein called Vendor, whether one or more,  
and Andrew E. Anderson

\_\_\_\_\_ herein called Purchaser, whether one or more,

WITNESSETH: That the Vendor, in consideration of the payments to be made and the covenants and agreements by the Purchaser to be performed, as hereinafter set forth, hereby sells and agrees to convey unto the Purchaser, upon the prompt and full performance by the Purchaser of the covenants and agreements of this contract to be by the Purchaser performed, the following described real estate in Dane

County, State of Wisconsin: Part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 7 North, Range 6 East (Town of Vermont), which is more fully described as follows:  
Commencing at the Northeast corner of said Northeast 1/4 of Southwest 1/4; thence North 89° 29' 30" West, along the North line of said quarter-quarter, 435.45 feet to the point of beginning of this description; thence continue North 89° 29' 30" West, along said North line of quarter-quarter, 859.7 feet; thence South 42° 45' East, 579.4 feet; thence South 22° 45' East, 934.0 feet to the center line of a town road; thence Northeasterly, along said center line of road, on a curve to the left whose chord bears North 64° 55' East, for a distance of 124.0 feet to point "A"; thence continue Northeasterly, along said center line of road, on a curve to the left and then a curve to the right to point "B". A straight line from point "A" to point "B" bears North 39° 16' East, for a distance of 251.2 feet; thence North 34° 56' West, 429.4 feet; thence North 15° 51' West, 271.9 feet; thence North 20° 06' East, 445.6 feet to the point of beginning, Dane County, Wisconsin.

Subject to a public right-of-way over the Southeast 33.0 feet thereof. The above described parcel contains 11.3 acres.

together with all buildings, improvements, fixtures and appurtenances, now or hereafter erected thereon, including all screen and storm doors and windows, attached mirrors, fixtures, shades, attached floor covering, hot water heater, furnace, oil tank and light fixtures which shall be a part of the real estate.

The Purchaser, in consideration of the covenants and agreements herein made by the Vendor, agrees to purchase the above described premises, and to pay therefor to the Vendor at his house or any other place designated by him, the sum of Five Thousand Three Hundred Sixty-Seven and 50/100 (\$5,367.50) - - - - - Dollars, in manner following: \$ 1,000.00 at the execution hereof, the receipt whereof is hereby acknowledged, and the balance of \$ 4,367.50, together with interest on such portions thereof as shall remain from time to time unpaid, at the rate of seven per cent per annum, until paid in full, as follows: Said principal and interest shall be payable in monthly installments of not less than \$ 100.00 per month (includes interest) beginning on the 8th day of November, 19 74, provided the entire purchase money and interest shall be fully paid within Five (5) years from the date hereof.

~~Purchaser further agrees, unless excused by Vendor, to pay monthly payments sufficient reasonably to anticipate the payment of taxes, special assessments, fire and extended coverage premiums and such other insurance premiums as Vendor may require, and Purchaser agrees to make such payments to the Vendor and hereby authorizes Vendor to apply the same in payment of such items.~~

Said payments shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time, and interest shall be calculated at all times on the unpaid balance on the daily rate basis at 1/360 of the annual rate.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

The Purchaser hereby states that he is satisfied with the title as shown by the abstract title insurance commitment submitted to him for examination; the Vendor agrees to deliver the abstract title insurance policy to the Purchaser when the full purchase price hereunder shall have been paid. The Purchaser agrees to pay the cost of later continuations of abstract title insurance.

~~(20) The Vendor shall furnish the Purchaser thirty days prior to the date of ultimate closing, and the Purchaser shall accept as a sufficient showing of title, either (1) a title insurance commitment for an owner's policy of title insurance in the sum of the purchase price, the Purchaser to be named as the assured, to be written by a title insurance company, and guaranteeing the Vendor's title in the condition called for by this agreement, or (2) a merchantable abstract showing the Vendor's title in the condition called for by this agreement. If an abstract is furnished, the Purchaser shall notify the Vendor, in writing, of any objections to title within ten (10) days after receipt of such abstract, and the Vendor shall then have a reasonable time within which to rectify the title or furnish a title policy as above described.~~

The Purchaser shall be entitled to take possession of said premises on October 8, 19 74. In case possession is to be obtained by the Vendor, he shall have a reasonable time after such date in which to remove any occupant. The Purchaser shall be entitled to remain in possession as long as he performs all covenants and agreements herein mentioned on his part to be performed and no longer.

FILED IN 546 P. 36

3000



The Purchaser covenants and agrees as follows:

1. To pay before they become delinquent all taxes and assessments, now or hereafter assessed or levied against and on the real estate described in this contract and to deliver to the Vendor receipts evidencing due payment thereof.
2. To keep said premises insured for fire and extended coverage for at least the sum of \$ not applicable, to pay the premiums thereon when due, and to comply with coinsurance provisions, if any, in insurance companies approved by the Vendor with loss payable to the Vendor as interest may appear, and all policies covering said premises shall be deposited with and held by the Vendor.
3. To keep the premises in good condition and repair.
4. To keep the premises free from liens superior to the lien of this contract, or the rights of the Vendor in the premises.
5. Not to commit waste nor suffer waste to be committed.
6. Not to do any act which shall impair the value thereof.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the Vendor may cure such defaults, and all sums so paid shall immediately be repaid to the Vendor and shall, unless so repaid, be added to and deemed part of the purchase price, and bear interest at the rate aforesaid.

The Vendor hereby agrees that in case the aforesaid purchase price with the interest and other moneys shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, he will on demand, thereafter cause to be executed and delivered to the Purchaser, a good and sufficient Warranty Deed, in fee simple, of the premises above described, free and clear of all legal liens and encumbrances, except any liens or encumbrances created by the act or default of the Purchaser, and except: None

The Purchaser hereby covenants and agrees that time shall be deemed to be of the essence of this contract and in case of default in the payment of any principal or interest when the same shall become due, or in the performance of any of the conditions, covenants, or promises by the Purchaser herein to be kept or performed, and such default shall continue for a period of 60 days, then the Vendor may, at his option, declare the contract at an end, all rights of the Purchaser under this agreement cancelled, and the amounts paid by the Purchaser hereunder forfeited, the same to remain the Vendor's property as rental of said premises and as liquidated damages for the failure completely to fulfill this agreement; and the Vendor shall forthwith and without notice have the right of re-entry; or, at the option of the Vendor and without notice to the Purchaser, notice being hereby expressly waived, the whole amount of unpaid principal shall be deemed to have become due and payable; in case such option shall be exercised, the unpaid principal and interest together with all sums which may be or have been paid by the Vendor as herein authorized with interest on such disbursements at the rate aforesaid shall be collectible in a suit at law, or by foreclosure of this contract in the same manner as if the whole of said unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with said unpaid principal and interest, all the sums so disbursed with interest as aforesaid.

In case of legal proceedings in enforcement of any remedy hereunder, whether abated or not, all expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment shall be included therein.

Upon the commencement or during the pendency of any action of foreclosure of this contract, the court may appoint a receiver of the premises, including homestead interest, and may empower the receiver to collect the rents, issues, and profits of said premises during the pendency of such action, and may order such rents, issues, and profits when so collected, to be held and applied as the court shall, from time to time, direct.

All terms, conditions, covenants, warranties and promises herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the vendor and the purchaser; If not an owner of the property the spouse of the vendor for a valuable consideration joins herein to release homestead rights in the subject property and agrees to join in the execution of the deed to be made in fulfillment hereof.

Executed at Ht. Horeb, Wisconsin this 8th day of October, 19 74.

SIGNED AND SEALED IN PRESENCE OF

W. Lewis Shower (SEAL)

W. Lewis Shower

Andrew E. Anderson (SEAL)

Andrew E. Anderson

(SEAL)

(SEAL)

VOL. 546 PAGE 37

AUTHENTICATION

Signatures of W. Lewis Shower and Andrew E. Anderson

authenticated this 8th day of October, 19 74

Peter J. Waltz

Title: Member State Bar of Wisconsin ~~Other, Please Specify~~  
Authorized under Sec. 706.06 viz.

STATE OF WISCONSIN

County. } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, the above named \_\_\_\_\_

to me known to be the person who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by

Peter J. Waltz, Attorney

Notary Public \_\_\_\_\_ County, Wis.

The use of witnesses is optional.

Names of persons signing in any capacity should be typed or printed below their signatures.

My Commission (Expires) (Is) \_\_\_\_\_

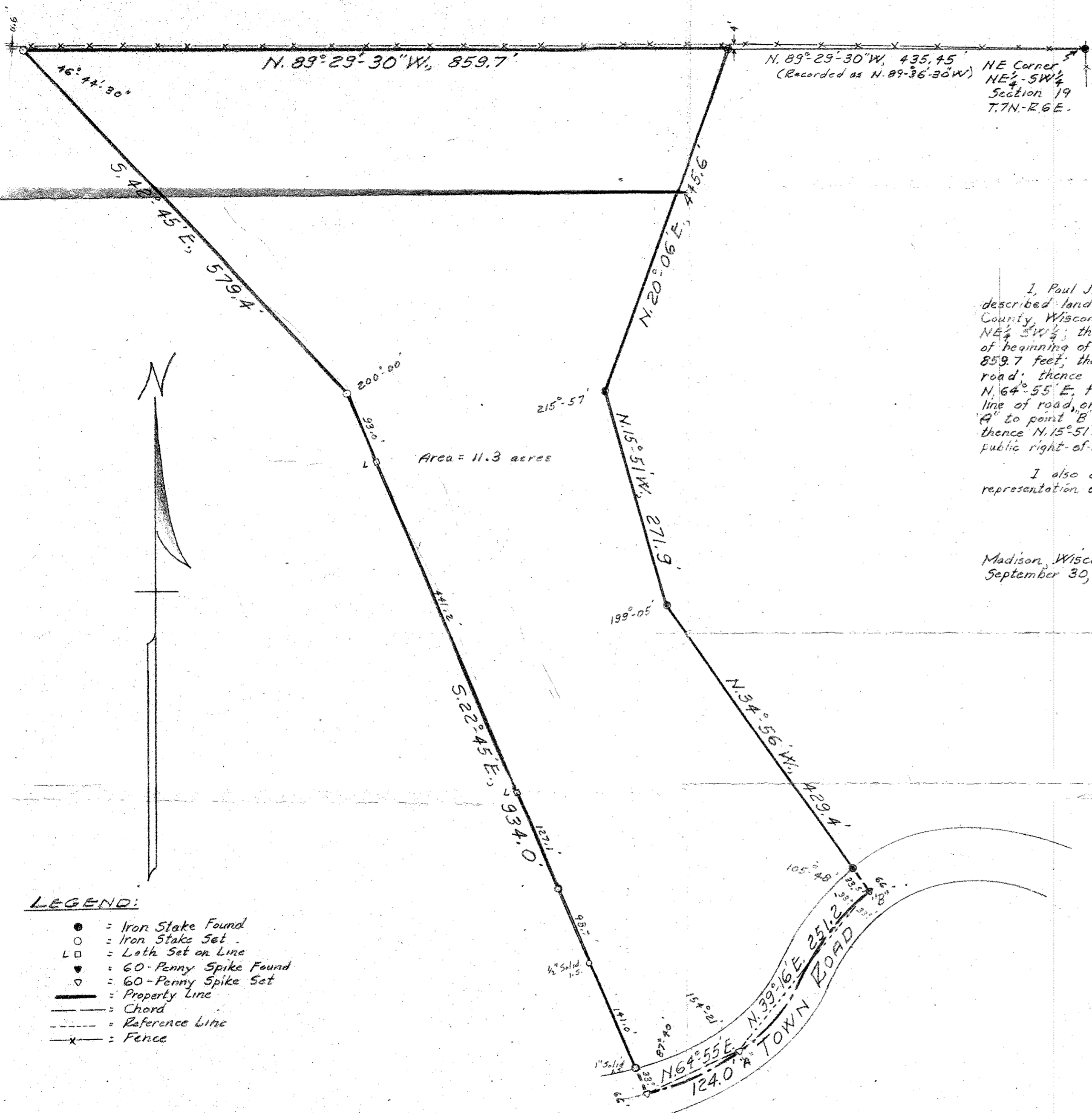
FURNISHED BY



COPIES MADE BY \_\_\_\_\_

Pl. 7. 10





I, Paul J. Hunt, surveyor, do hereby certify that under my direction a survey was made of the following described land: Part of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 19, T.7N.-R.6E. (Township of Vermont), Dane County, Wisconsin which is more fully described as follows: Commencing at the Northeast corner of said NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence N. 89° 29' 30" W., along the North line of said quarter-quarter, 435.45 feet to the point of beginning of this description; thence continue N. 89° 29' 30" W., along said North line of quarter-quarter, 859.7 feet; thence S. 42° 45' E., 579.4 feet; thence S. 22° 45' E., 934.0 feet to the center line of a town road; thence Northeastery, along said center line of road, on a curve to the left whose chord bears N. 64° 55' E., for a distance of 124.0 feet to point 'A'; thence continue Northeastery, along said center line of road, on a curve to the left and then a curve to the right to point 'B'. A straight line from point 'A' to point 'B' bears N. 39° 16' E. for a distance of 251.2 feet; thence N. 34° 56' W., 429.4 feet; thence N. 15° 51' W., 271.9 feet; thence N. 20° 06' E., 445.6 feet to the point of beginning. Subject to a public right-of-way over the Southeast 33.0 feet thereof. The above described parcel contains 11.3 acres.

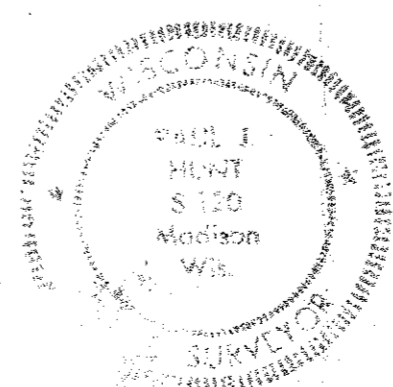
I also certify that the adjoining map, made from the field notes of said survey, is a correct representation of the boundaries of said property and that there are no encroachments on said property.

Madison, Wisconsin  
September 30, 1974.

*Paul J. Hunt*  
Paul J. Hunt  
Registered Land Surveyor, No. 5-120

- LEGEND:**
- = Iron Stake Found
  - = Iron Stake Set
  - ◻ = Lath Set on Line
  - ▼ = 60-Penny Spike Found
  - ▽ = 60-Penny Spike Set
  - = Property Line
  - = Chord
  - - - = Reference Line
  - x — = Fence

Revised Oct. 10, 1974 to show "Area=11.3 acres" on map. - P.J.H.



MAP OF <b>PART OF THE NE <math>\frac{1}{4}</math> - SW <math>\frac{1}{4}</math></b> <b>SECTION 19 - T.7N.-R.6E.</b> <b>DANE COUNTY, WISCONSIN.</b>		
OFFICE OF ANDREW DAHLEN, INC.		
855 E. JOHNSON ST.		MADISON, WIS.
SCALE: 1" = 100'	SURVEYED BY A.C.	CHECKED BY L.C.
DATE: Sept. 30, 1974	DRAWN BY P.J.H.	APPROVED BY P.J.H.
F. B. NO. D.14.	TRACED	NO. 4844

Prepared for Andrew Dahlen