

**Dane County Board of Supervisors
Amending Chapter 10 of the Dane County Code of Ordinances
Zoning Map Amendment Petition 11357**

Dane County Board of Supervisors does ordain as follows:

The Zoning Districts Maps as referenced under Dane County Code of Ordinance Section 10.03 shall be amended as follows:

Town Map: Town of Springdale

Location: Section 12

Zoning District Boundary Changes

C-2 to C-2(amended deed restriction)

Lot 1 and Lot 2 of Certified Survey Map No. 6657, as recorded in Volume 33, pages 344-345, of Certified Survey Maps, as Document Number 2323178, all in the SW 1/4 of the SE 1/4 of Section 12, T6N, R7E, Town of Springdale, Dane County, Wisconsin.

CONDITIONAL ZONING

Conditional zoning is hereby imposed pursuant to Section 10.255(3)(a)2.(b) of the Dane County Code of Ordinances. The rezoned area shall be subject to the following conditions.

DEED RESTRICTION REQUIRED

This amendment will be effective if within 90 days of its adoption by Dane County the owner or owners of the land record the following restriction(s) on said land:

1. The attached deed restriction shall be recorded on the property.

Said restriction(s) shall run in favor of Dane County and the pertinent Town Board(s) as well as the owners of land within 300 feet of the site. Failure to record the restriction(s) will cause the rezone to be null and void. A copy of the recorded document shall be submitted to Dane County Zoning.

CERTIFIED SURVEY REQUIRED

The above listed description/s is/are intended to describe land for which a certified survey map will be prepared for approval and recorded. Within 90 days of rezoning approval by Dane County, a *final* certified survey map that describes the land to be rezoned shall be prepared in accordance with all applicable provisions of Chapter 236 Wisconsin Statutes and Chapter 75 Dane County Code of Ordinances, and submitted to the Dane County Zoning Division. Upon submission of the final certified survey map, the Zoning and Land Regulation Committee, or its authorized representative, shall, within 90 days, approve, approve conditionally, or reject the certified survey map. **Failure to submit the final certified survey within the 90**

day period and/or failure to record the survey with the Dane County Register of Deeds will cause the rezone to be null and void. Two copies of the recorded survey shall be submitted to Dane County Zoning.

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

Document Number

Recording Area

Attorney Jessica J. Shrestha
Wheeler, Van Sickle & Anderson, S.C.
44 East Mifflin Street, Suite 1000
Madison, WI 53703

Parcel Identification Number (PIN)

Chestnut Deed Restrictions

This document was drafted by:
Attorney Jessica J. Shrestha
44 East Mifflin Street, Suite 1000,
Madison, WI 53703.

AMENDED AND RESTATED RESTRICTIONS

THIS AMENDED AND RESTATED RESTRICTIONS (this “Restatement”) is entered into by and among the undersigned.

RECITALS

1. Whereas, a document entitled “Restrictions” dated December 4, 1985, was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on December 9, 1985, in Volume 7577 of Records, on Pages 55-57 inclusive, as Document Number 1912955 (the “1985 Restrictions”) relating to part Lots 1 and 2 of CSM_____ (collectively, the “Restricted Property”);

2. Whereas, a document entitled “Restrictions”, dated December February 7, 1992, was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on February 12, 1992, in Volume 17890 of Records, on Pages 3-5 inclusive, as Document Number 2323179, including all amendments thereof (the “1992 Restrictions”) relating to the Restricted Property;

3. Whereas, Dale N. Chestnut and Debra J. Chestnut are the current owners (collectively, the “Owners”) of Lot 1 of CSM _____ “Lot 1”;

4. Whereas, Steven R. Bassett Inc. maintains a leasehold interest in Lot 2 of CSM _____ (“Lot 2”);

5. Whereas, on [Month] [Date], 2018, the Dane County Planning and Development Department approved the adoption of this Restatement with respect to Lot 1; and

6. Whereas, on [Month] [Date], 2018, the Town of Springdale Planning Commission approved the adoption of this Restatement with respect to Lot 1.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The 1985 Restrictions and the 1992 Restrictions are hereby amended and restated in full with respect to Lot 1 as follows:

a. Except in the case of emergency or when necessitated by road work, any vehicle with a gross vehicle weight over 12,000 lbs., which is operated or used in connection with any commercial use of Lot 1 permitted under these Restrictions, shall limit travel on Gust Rd. to between the location of Lot 1 and County Highway PD. Gross vehicle weight means the weight of any truck or road tractor and its semi-trailer plus the load that the vehicle is rated to haul.

b. Any demolished vehicle shall be prohibited on Lot 1 unless it is stored in an enclosed building.

c. Any vehicles, trailers or equipment stored on Lot 1 within the public view shall be stored in a neat and orderly fashion.

d. On-street parking by employees is not permitted at any time. No parking or storage of vehicles, trailers or equipment is permitted within the street right-of-way.

e. The maximum height of any buildings shall be thirty-five (35) feet.

f. Outdoor lighting, except for required security lighting, shall be operational only during hours of operation. All lighting shall be shielded to prevent glare into the night sky or direct-beam illumination of neighboring residences. All new lighting fixtures shall be full cut-off fixtures which prevent all upward transmission of light. All night photo cell controlled lighting shall not be permitted, however, motion controlled and switch controlled security lights are acceptable. All outdoor lighting shall be in compliance with applicable county and town ordinances.

g. The use of outdoor loudspeakers is not permitted at any time.

h. Architectural review and approval by the Town of Springdale Plan Commission in accordance with the Town of Springdale Land Use Plan shall be required prior to constructing any improvements or remodeling of existing improvements, to ensure that the exterior appearance, design and character of the proposed improvements, including parking facilities, site plan, and signs, will maintain the rural quality of life throughout the town.

i. No further land divisions are permitted.

j. Uses shall be limited to the following:

i. Repair, storage and service to all types of motor vehicles, trailers, machinery or equipment.

ii. Sales or rental of used motor vehicles. Provided, however, a maximum of five motor vehicles offered for sale or rental shall be permitted on the property at any given time.

iii. Manufacturing of truck trailers, equipment and general purpose trailers.

iv. Sales or rental of new or used trailers and equipment of all types.

k. Primary business operations shall be limited to weekdays and Saturdays between the hours of 6:00 am to 6:00 pm. Business operations on Sundays may only occur as needed due to weather or in the event of emergencies.

l. Landscaping shall be installed during the next available planting season in the approximate locations shown on the site plan attached as Exhibit A and shall consist of a planted evergreen screen initially landscaped with four (4) foot tall evergreen shrubs. Such landscaping shall thereafter be maintained.

m. On-site employees are limited to twenty (20) or fewer, full-time or equivalent employees.

- n. The Waste Disposal Plan attached as Exhibit B shall be followed.
 - o. All signage shall comply with Town of Springdale ordinances.
2. These restrictions shall constitute covenants running with the land and shall be binding upon all parties now owning any part of said land, their successors, heirs and assigns, and all parties holding under them unless said restrictions are amended or terminated.
3. The restrictions provided for herein shall be enforceable at law or equity against any party who has or acquires an interest in the land subject to the restrictions by the following parties who are named as grantees and beneficiaries with enforcement rights:
- a. The County Government of Dane County, Wisconsin, provided that the lands are under the jurisdiction of a zoning ordinance of said County at the time the enforcement action is commenced; and
 - b. The Town Government of the Town of Springdale, Dane County, Wisconsin, provided that the lands are within the governmental jurisdiction of said Town at the time the enforcement action is commenced.
4. The restrictions set forth in this Restatement may be amended or terminated only with the approval of the Town of Springdale and the approval of Dane County in accordance with procedures and requirements applicable to zoning amendments and the Town of Springdale Land Use Plan.
5. This Restatement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute a single agreement binding all the parties hereto as if all had signed a single document.
6. This Restatement shall only take effect upon the Owner's conveyance of Lot 2 to Steven R. Bassett, Inc. or its successors or assigns.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the undersigned has hereunto caused this Amendment to be duly executed and delivered as of the dates reflected below.

OWNERS:

Name Printed: Dale N. Chestnut

Name Printed: Debra J. Chestnut

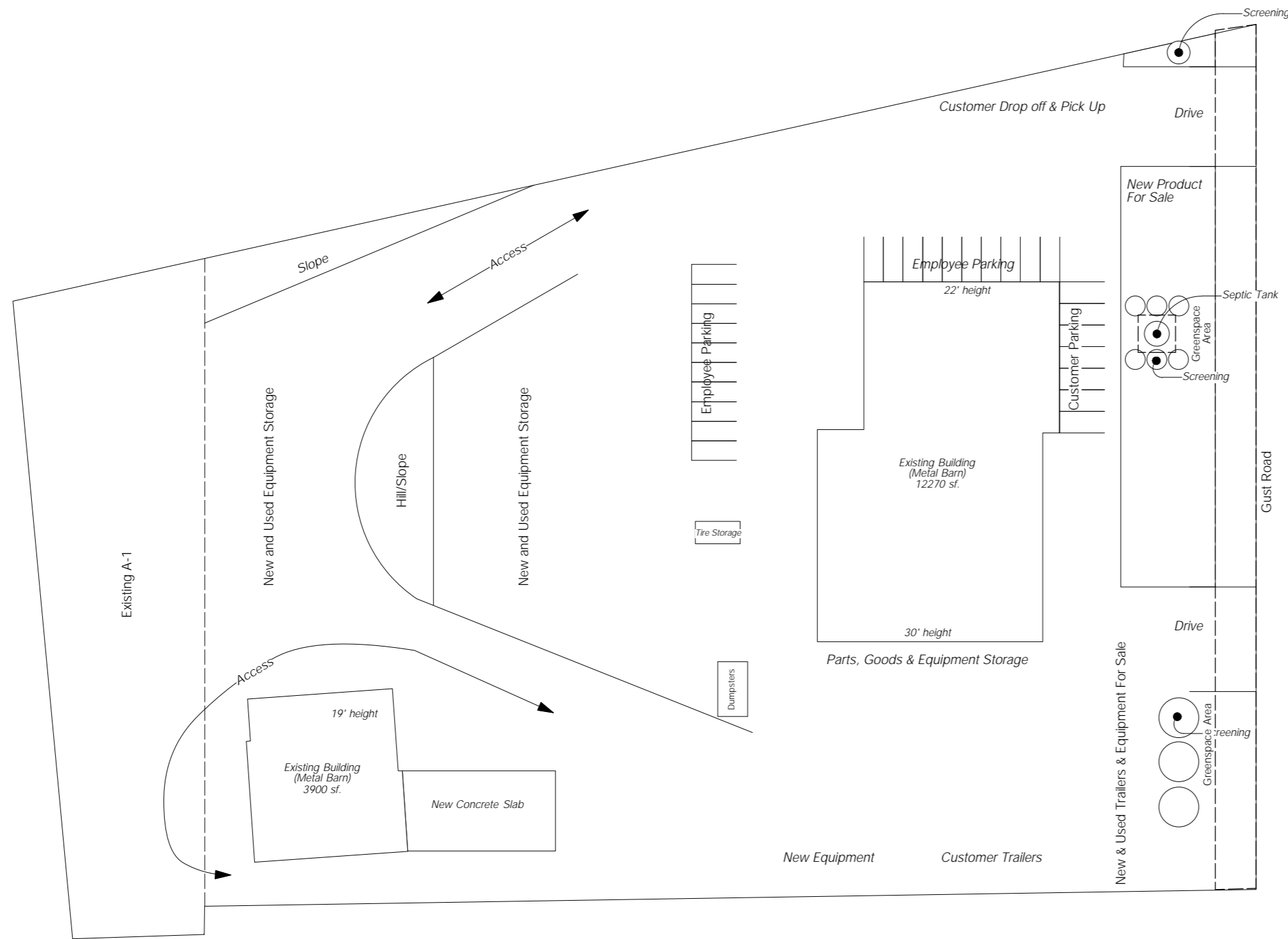
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, the above named Dale N. Chestnut and Debra J. Chestnut to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

(NOTARY SEAL)



ChesnutProposed

2737 Gust Road, Verona, WI 53593

608-845-3800



Bassett, Inc.
 Arborcare, Lawn & Landscapeworks
 2733 Gust Road,
 Verona, WI 53593
 608-848-6152
 grow@srbassett.com

K. Nelson 07-27-18
 18029
 V4 10-29-18

This document contains confidential or proprietary information of Steven R. Bassett, Inc. (SRB) Neither the document of the information herein is to be reproduced, distributed, used or disclosed in whole or in part, except when authorized by SRB.

WASTE DISPOSAL PLAN
DOUBLE D SERVICES, INC.

October 8, 2018

The following Plan is submitted by Double D Services, Inc. and Dale and Debra Chestnut to the Town of Springdale in connection with rezoning request DCPREZ-2018-11357. This plan applies to land described in proposed restrictions submitted to the Town as “Lot 1 of CSM _____”.

1. Hazardous Materials: Double D Services, Inc. stores certain solvents and chemicals used in the operation of the truck and trailer repair business in the interior of the building in accordance with all applicable federal and state laws and regulations. All such materials are used and disposed of off-site on an as-needed basis by Crystal Clean, of Madison, Wisconsin, also in accordance with all applicable laws and regulations.
2. Solid Waste: Double D Services, Inc. utilizes the dumpsters shown on the Site Plan for temporary storage of solid waste materials and non-steel recycling. That material is removed bi-weekly by Advanced Disposal, of Waunakee, Wisconsin.
3. Steel recycling: Double D Services, Inc. collects steel waste in a dumpster shown on the Site Plan. That material is removed by Bill Dolan, of Dodgeville, Wisconsin. Pick-up is as necessary, varying from 2-8 weeks in interval.
4. Tire recycling: Double D Services, Inc. collects tires, which are removed by Liberty Tire Recycling, of Auburndale, Wisconsin, on an as-needed basis, typically 3-4 times per year.

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

Document Number

Recording Area

Attorney Jessica J. Shrestha
Wheeler, Van Sickle & Anderson, S.C.
44 East Mifflin Street, Suite 1000
Madison, WI 53703

Parcel Identification Number (PIN)

Bassett Deed Restrictions

This document was drafted by:
Attorney Jessica J. Shrestha
44 East Mifflin Street, Suite 1000,
Madison, WI 53703.

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2. Whereas, a document entitled “Restrictions”, dated December February 7, 1992, was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on February 12, 1992, in Volume 17890 of Records, on Pages 3-5 inclusive, as Document Number 2323179, including all amendments thereof (the “1992 Restrictions”) relating to the Restricted Property;

3. Whereas, Dale N. Chestnut and Debra J. Chestnut are the current owners of Lot 1 of CSM _____ “Lot 1” (collectively, the “Chestnuts”);

4. Whereas, Steven R. Bassett Inc. maintains a leasehold interest in Lot 2 of CSM _____ (“Lot 2”);

5. Whereas, on [Month] [Date], 2018, the Dane County Planning and Development Department approved the adoption of this Restatement with respect to Lot 2; and

6. Whereas, on [Month] [Date], 2018, the Town of Springdale Planning Commission approved the adoption of this Restatement with respect to Lot 2.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The 1985 Restrictions and the 1992 Restrictions are hereby amended and restated in full with respect to Lot 2 as follows:

a. Except in the case of emergency or when necessitated by road work, any vehicle with a gross vehicle weight over 12,000 lbs., which is operated or used in connection with any commercial use of the Lot 2 permitted under these Restrictions, shall limit travel on Gust Rd. to between the location of Lot 2 and County Highway PD. Gross vehicle weight means the weight of any truck or road tractor and its semi-trailer plus the load that the vehicle is rated to haul.

b. Any demolished vehicle shall be prohibited on Lot 2 unless it is stored in an enclosed building.

c. Any vehicles, trailers or equipment stored on Lot 2 within the public view shall be stored in a neat and orderly fashion.

- d. On-street parking by employees is not permitted at any time. No parking or storage of vehicles, trailers or equipment is permitted within the street right-of-way.
- e. The maximum height of any buildings shall be thirty-five (35) feet.
- f. Outdoor lighting, except for required security lighting, shall be operational only during hours of operation. All lighting shall be shielded to prevent glare into the night sky or direct-beam illumination of neighboring residences. All new lighting fixtures shall be full cut-off fixtures which prevent all upward transmission of light. All night photo cell controlled lighting shall not be permitted, however, motion controlled and switch controlled security lights are acceptable. All outdoor lighting shall be in compliance with applicable county and town ordinances.
- g. The use of outdoor loudspeakers is not permitted at any time.
- h. Architectural review and approval by the Town of Springdale Plan Commission in accordance with the Town of Springdale Land Use Plan shall be required prior to constructing any improvements or remodeling of existing improvements, to ensure that the exterior appearance, design and character of the proposed improvements, including parking facilities, site plan, and signs, will maintain the rural quality of life throughout the town.
- i. No further land divisions are permitted.
- j. Uses shall be limited to the following:
 - i. Landscape contracting businesses.
 - ii. Storage of construction equipment necessary for the operation of such on-site landscape contracting business.
 - iii. Repair, storage and service to all types of motor vehicles, trailers, machinery or equipment used in connection with the operation of such on-site landscape contracting business.
 - iv. Temporary outside storage of materials or supplies used by such on-site landscape contracting business in fulfilling its contracts.
 - v. Seasonal outside storage of nursery stock and plants.
- k. Primary business operations shall be limited to weekdays between the hours of 4:00 am to 8:00 pm. Business operations on weekends may only occur as needed due to weather or in the event of emergencies.
- l. On-site retail sales are prohibited.
- m. All parking shall be setback at least twenty-two (22) feet from the south boundary of Lot 2.

n. Landscaping shall be installed during the next available planting season in the approximate locations shown on the site plan attached as Exhibit A and shall consist of a planted evergreen row initially landscaped with four (4) foot tall evergreen shrubs to ultimately form a continuous hedge not less than five (5) feet in height. Such landscaping shall thereafter be maintained.

o. The area designated as the “Greenspace Area: Turf Reinforcement Mat/Lawn and/or Water Retention Area” on Exhibit A shall consist of either a pervious green space, which shall include a turf reinforcement mat, or a retention pond. Such green space or retention pond shall replace existing gravel and shall be installed during the next available planting season following the date of this Restatement. Such green space or retention pond shall thereafter be maintained.

p. The total building footprint shall not exceed thirty-five (35) percent of the area of Lot 2.

q. A maximum of twenty-eight (28) employee parking spaces is permitted on Lot 2.

r. On-site burning is prohibited.

s. The Waste Disposal Plan attached as Exhibit B shall be followed.

t. All signage shall comply with Town of Springdale ordinances.

2. In the event Steven R. Bassett Inc., its affiliates (including but not limited to Three Arborists, LLC) or an entity that purchases all or substantially all of the assets of said owner or operator (collectively the “Bassett Entities”) seeks to sell Lot 2 to a person or entity other than a Bassett Entity, the owner shall first apply to rezone Lot 2 to the Limited Commercial District (LC-1) under the Dane County Zoning Ordinance, Section 10.111 or its successor provision(s).

3. These restrictions shall constitute covenants running with the land and shall be binding upon all parties now owning any part of said land, their successors, heirs and assigns, and all parties holding under them unless said restrictions are amended or terminated.

4. The restrictions provided for herein shall be enforceable at law or equity against any part who has or acquires an interest in the land subject to the restrictions by the following parties who are named as grantees and beneficiaries with enforcement rights:

a. The County Government of Dane County, Wisconsin, provided that the lands are under the jurisdiction of a zoning ordinance of said County at the time the enforcement action is commenced; and

b. The Town Government of the Town of Springdale, Dane County, Wisconsin, provided that the lands are within the governmental jurisdiction of said Town at the time the enforcement action is commenced.

5. The restrictions set forth in this Restatement may be amended or terminated only with the approval of the Town of Springdale and the approval of Dane County in accordance with

procedures and requirements applicable to zoning amendments and the Town of Springdale Land Use Plan.

6. This Restatement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute a single agreement binding all the parties hereto as if all had signed a single document.

7. This Restatement shall only take effect upon the Chestnuts' conveyance of Lot 2 to Steven R. Bassett, Inc. or its successors or assigns.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the undersigned has hereunto caused this Amendment to be duly executed and delivered as of the dates reflected below.

Name Printed: Dale N. Chestnut

Name Printed: Debra J. Chestnut

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2018, the above named Dale N. Chestnut and Debra J. Chestnut to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

(NOTARY SEAL)

IN WITNESS WHEREOF, the undersigned has hereunto caused this Amendment to be duly executed and delivered as of the dates reflected below.

STEVEN R. BASSETT, INC.:

By:

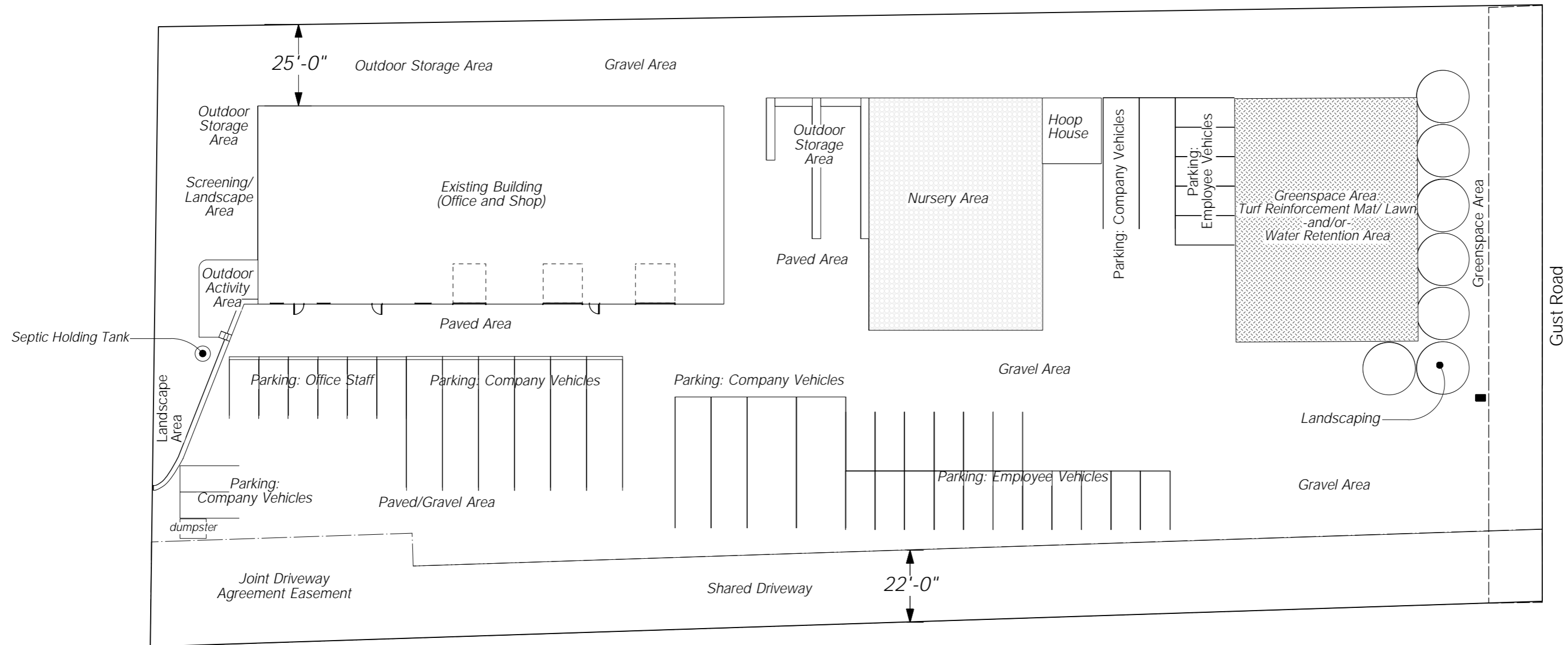
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

(NOTARY SEAL)



Bassett, Inc. Proposed

2733 Gust Road, Verona, WI 53593

608-848-6152



Bassett, Inc.
 Arborcare, Lawn &
 Landscapeworks
 2733 Gust Road,
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 grow@srbassett.com

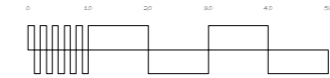
K. Nelson 07-27-18

18029

Version 6 11-28-18

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18029 Proposed
 Scale: 1/32" = 1'-0"



WASTE DISPOSAL PLAN
STEVEN R. BASSETT INC.

October 8, 2018

The following Plan is submitted by Steven R. Bassett Inc. to the Town of Springdale in connection with rezoning request DCPREZ-2018-11357. This plan applies to land described in proposed restrictions submitted to the Town as “Lot 2 of CSM _____”.

1. Hazardous Materials: Steven R. Bassett Inc. stores certain pesticides and herbicides used in the operation of the landscaping business in the interior of the building in accordance with all applicable federal and state laws and regulations. All such materials are used and disposed of off-site, also in accordance with all applicable laws and regulations.
2. Solid Waste: Steven R. Bassett Inc. utilizes the dumpsters shown on the Site Plan for temporary storage of solid waste materials. That materials are removed by a contractor on a biweekly basis.