



**Dane County Zoning & Land Regulation Committee  
Land Division / Subdivision Variance Application**

**Date:** October 12, 2015

**Landowner information:**

Name: Carriage Ridge, LLC, c/o Thomas F. Bunbury  
Address: 2970 Chapel Valley Road City: Madison, WI Zip Code: 53711  
Daytime phone: 608-310-8440  
Fax: \_\_\_\_\_ E-mail: tbunbury@bunburyrealtors.com

**Applicant information (if different from landowner):**

Name: Vierbicher Associates, Inc., c/o Michael S. Marty  
Address: 999 Fourier Drive, Suite 201 City: Madison, WI Zip Code: 53717  
Daytime phone: 608-821-3955  
Fax: \_\_\_\_\_ E-mail: mmar@vierbicher.com  
Relationship to landowner: Surveyor  
Are you submitting this application as an authorized agent for the landowner? Yes ☒ No ☐

**Property information:**

Property address: 5500 Surrey Lane  
Tax Parcel ID #: 066/0809-212-9001-1  
Certified Survey Map application #: \_\_\_\_\_ Date Submitted: 10-12-2015  
Subdivision Plat application #: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_  
Rezone or CUP petition #(if any): \_\_\_\_\_ Rezone / CUP public hearing date: \_\_\_\_\_

**Summary of Variance Request:**

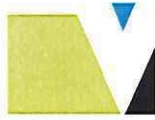
What ordinance provision(s) are you seeking a variance from? (e.g., 66' lot road frontage requirement)

75.19(6)(b) - 66' minimum frontage requirement for all parcels. See attached letter for additional information.

What hardship(s) will result if a variance is not granted? (Be specific, use additional pages if necessary.)

See attached letter for information regarding this.

**Applicants will be informed as to time and date of the meeting when their appeal will be heard by the Zoning & Land Regulation Committee.**



999 Fourier Drive, Suite 201  
Madison, Wisconsin 53717  
(608) 826-0532 phone  
(608) 826-0530 FAX  
www.vierbicher.com

October 12, 2015

Attn: Dan Everson, Assistant Zoning Administrator

Dane County Planning & Development  
Division of Zoning  
210 Martin Luther King Jr. Blvd.  
City-County Building Room 116  
Madison, WI 53703-3342

Dear Mr. Everson:

In conjunction with the latest addition to the Carriage Ridge Development, the Town of Westport is requiring lands to be dedicated to the public for parkland purposes. To that end, we have prepared and submitted a Certified Survey Map consisting of one Outlot "Dedicated to the Public" for parkland purposes. In order for the parkland to be in compliance with the Dane County Ordinances, a variance pertaining to Section 75.19(6)(b), requiring 66' of frontage minimum for every parcel will be needed. Below please find the supporting documentation for the Variance Application:

Current Use: Currently, the proposed parkland is connected to Cobblestone Lane & Surrey Lane by an easement recorded as Document Number #3999560. A copy of which is attached as an exhibit to this application. An existing pedestrian trail leads from Cobblestone Lane to the parkland. The parkland consists of walking trails and open space, with Six Mile Creek meandering through it. There is an existing wood framed foot bridge crossing the creek allowing pedestrian access to all areas of the parkland within this Outlot.

Proposed Use: The proposed use will remain consistent with the existing use, with the added benefit of formal "Dedication to the Town of Westport" for parkland purposes. An amendment to the existing easement will be recorded prior to recording of the proposed CSM to reflect the as-constructed location of the trail and further clarify rights of access to the parkland by both the public and Town of Westport. In keeping with the surrounding open space, (the adjacent property to the South is owned by the DNR), vehicular access to the parkland by the public will be prohibited, (with the exception of necessary maintenance vehicles being allowed by the Town). Concurrent with the Land Division review of the CSM, this parkland is proposed to be rezoned to Conservancy in order to be in compliance with the Village of Waunakee's Zoning Ordinance.

Hardship: There is no public right of way within a half mile of the parkland. Satisfying this section of the ordinance would require public dedication of road right of way and installation of public infrastructure that would be both cost prohibitive and undesirable for the Owner and the Town of Westport. Both the Town of Westport and Village of Waunakee are in support of this land division. The area proposed for parkland contains the ideal environment, surroundings and setting that the Town is looking for in parkland. No other areas/alternatives were considered because the area proposed for parkland is the area that the Town is in favor of reserving as parkland.

Should you have any questions, or require any additional information to complete your review of this Variance request please feel free to contact me.

Sincerely,

Michael S. Marty, PLS

M:\Neumann Companies, Inc\130162\_Wolf Hollow\Survey\Issued Surveys\CSM\2015-04-14 Submittal\2015-04-14 CSM#3 Submittal Letter - Dane County.doc

vision to reality

Reedsburg (608) 524-6468 | Madison (608) 826-0532 | Prairie du Chien (608) 326-1051



LEGAL DESCRIPTION AND MAP

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 21, T08N, R09E, excluding CSM 9089, Town of Westport, Dane County, Wisconsin, in order to provide access from Surrey Lane and also the Northwest point of said parcel, to the bridge being constructed over Six Mile Creek on the southern portion of the property, it being agreed among the parties that such easement location is general in nature at this point and may change before being finalized by survey.

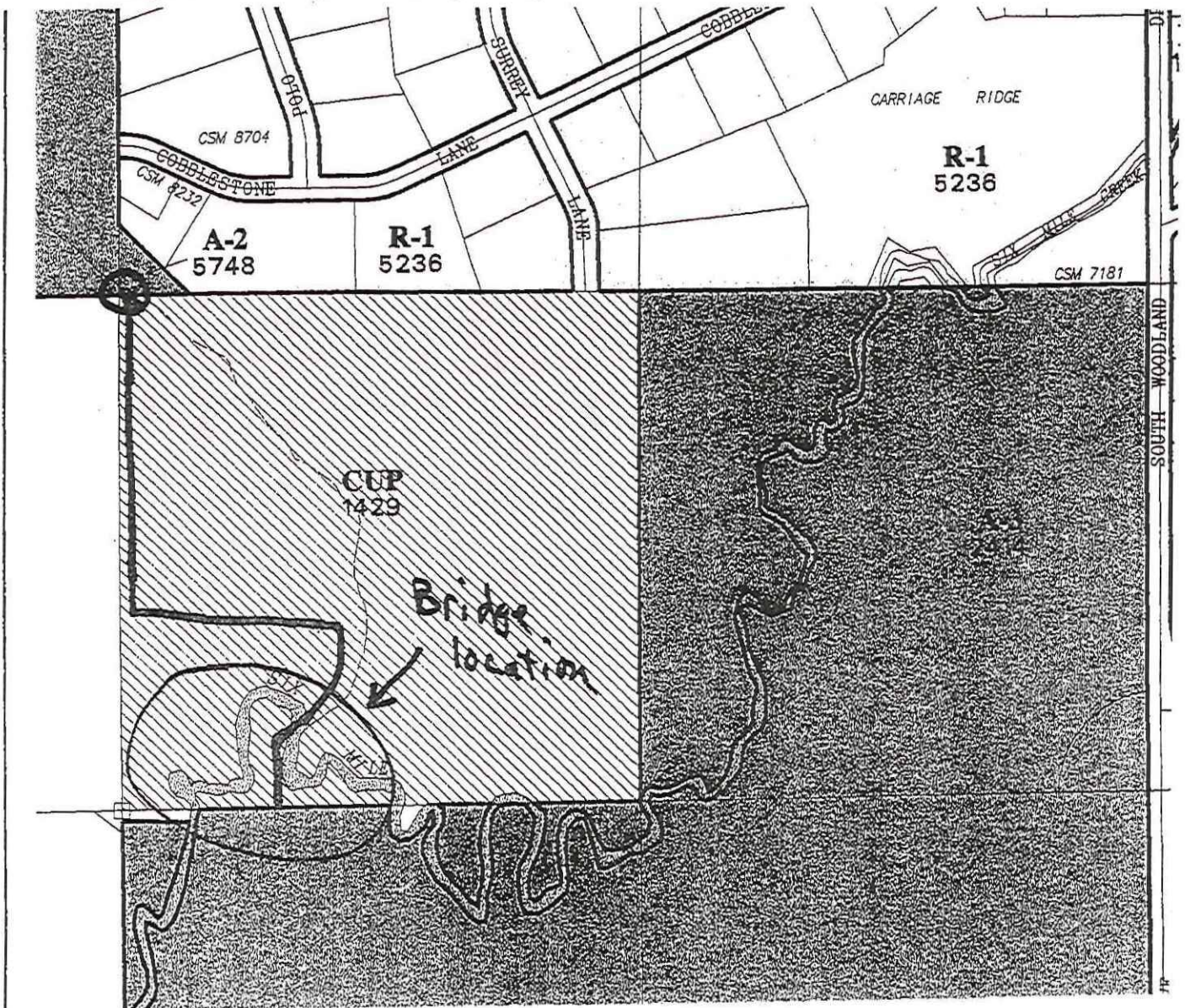


EXHIBIT A



**RIGHT OF WAY GRANT FOR BICYCLE AND  
WALKING PATH  
(Carriage Ridge, LLC)**

THIS RIGHT OF WAY GRANT FOR BICYCLE AND WALKING PATH ("Agreement") is granted this 15<sup>th</sup> day of November, 2004, by Carriage Ridge, LLC, ("Owner") to the Town of Westport, Dane County, Wisconsin, ("Town").

WHEREAS, Owner is the fee holder of certain real property in the Town of Westport, Dane County, Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Town has requested that the Owner grant a permanent easement (the "Easement") over the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Owner hereby grants to the Town, its successor and assigns, the perpetual right and easement to construct, maintain and operate a public recreational trail for the purposes of a bicycle and walking path, a cross-country skiing trail, and other public non-motorized recreational uses upon, across and through the Property, including a bridge, which bridge is hereby dedicated to the Town as a public improvement upon completion.
2. In addition, Owner hereby grants to the Town the following rights, privileges and duties:
  - (a) The right to oversee and control the use of the Property by all persons, including Owner, its heirs and assigns, subject to the provisions of this Agreement.
  - (b) The right of the Town to use motorized machinery for the construction and maintenance of the Easement.
  - (c) The right to erect signs, at the Town's sole expense, necessary to identify the boundaries and uses of the Easement and the Property.
  - (d) The right to improve the Property with plantings and landscaping, which, in the Town's sole discretion, may be necessary for the construction, operation and maintenance of the recreational trail.
3. Owner and neighboring property owners shall maintain the privilege of using the Property for field and other access as necessary, and shall be considered as authorized persons using authorized vehicles to do so when necessary.

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**399560**

12/09/2004 03:48:07PM

Trans. Fee:  
Exempt #:

Rec. Fee: 19.00  
Pages: 5

**001415**

Return to:

Town Attorney  
Town of Westport  
5387 Mary Lake Road  
Waunakee, WI 53597

Parcel Identification No.

066/0809-212-9001-1

5/19

4. The Town shall maintain the recreational trail installed within the Easement in good condition and repair. The surface of the trail shall be dirt, pea gravel, asphalt or concrete unless another surface is approved by the Owner.
5. The Town shall defend, protect and hold Owners harmless from and against, any and all loss, costs (including reasonable attorney fees), injury, death or damage to persons or property which at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with any Town-authorized activities conducted upon the Property or which result from the Town's negligence in maintaining the Property. "Town-authorized activities" are those activities associated with any use of the Property but excluding nonrecreational use of the Property by Owner and Owners' agents, employees and contractors. As between the Town and the Owner, tenant or lessee of the Property, the owner, tenant or lessee, as the case may be, remains solely liable for any and all loss, costs (including reasonable attorney fees), injury, death or damage to persons or property which at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with other than Town-authorized activities conducted upon the Property unless the same result from the Town's negligence in maintaining the Property. The Town shall be responsible for damages caused to Owners' property resulting from the use of the property for Town authorized activities under this agreement. This provision shall not prevent the Town from seeking recovery of these payments from other responsible parties.
6. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the Town and their respective successors and assigns. Owner and any successor or assign to Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its fee simple interest in the Property.
7. Owner or Town may request a review of the terms of this right of way grant at 5 year intervals from the grant date written above. Such request shall be made 60 days prior to the 5th year interval. If so requested, Town and Owner shall meet at least 30 days prior to the 5 year interval to consider issues and concerns over use of the Easement.
8. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
9. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
10. All notices to either party to their Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt to such party at such party's last known address. If a party's address is not known to the party desiring to send a notice, the



address to which property tax bills for the property owned by such party are sent may be used. Either party may change its address for notice by written notice to the other party.

11. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant 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, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
12. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. 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, covenants or conditions of this Agreement.
13. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.

IN WITNESS THEREOF, the parties below have hereunder set their hands and seals this 15th day of November, 2004.

OWNER

CARRIAGE RIDGE, LLC

By: Thomas F. Bunbury  
Tom Bunbury, Managing Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 15th, day of November, 2004, the above-named Tom Bunbury as Managing Member of Carriage Ridge, LLC, with authority from and on behalf of the company, known to me to be the person who executed the foregoing instrument and acknowledged the same.

Debra L. Helgeson  
Notary Public, State of Wisconsin  
My commission expires: 9/23/07

## TOWN OF WESTPORT ("Town")

By: John A. Van Dinter  
John A. Van Dinter  
Town Chair

By: Thomas G. Wilson  
Thomas G. Wilson  
Town Attorney/Administrator/Clerk-Treasurer

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 16 day of November, 2004, the above-named John Van Dinter and Thomas G. Wilson, known to me to be the Town Chair and Town Attorney/Administrator/Clerk-Treasurer of the Town of Westport, Dane County, Wisconsin, and who executed the foregoing instrument and acknowledged the same.

Debra J. Hays  
Notary Public, State of Wisconsin  
My commission expires: 10/22/06

This Instrument Drafted by:

Thomas G. Wilson  
Attorney/Administrator/Clerk-Treasurer  
Town of Westport  
5387 Mary Lake Road  
Waunakee, WI 53597  
608-849-4372

Enclosures: Exhibit A (Legal Description and Map)