

# Dane County Rezone Petition

<b>Application Date</b>	<b>Petition Number</b>
03/14/2024	DCPREZ-2024-12041
<b>Public Hearing Date</b>	
05/28/2024	

OWNER INFORMATION		AGENT INFORMATION	
OWNER NAME NATHANIEL MCGREE AND DANA CHRISTEL	PHONE (with Area Code) (651) 270-9848	AGENT NAME NATHAN MCGREE	PHONE (with Area Code) (651) 270-9848
BILLING ADDRESS (Number & Street) 3511 BOHN RD		ADDRESS (Number & Street) 3511 BOHN RD	
(City, State, Zip) MOUNT HOREB, WI 53572		(City, State, Zip) MOUNT HOREB, WI 53572	
E-MAIL ADDRESS nathan@tyrolbasin.com		E-MAIL ADDRESS nathan@tyrolbasin.com	

ADDRESS/LOCATION 1		ADDRESS/LOCATION 2		ADDRESS/LOCATION 3	
ADDRESS OR LOCATION OF REZONE		ADDRESS OR LOCATION OF REZONE		ADDRESS OR LOCATION OF REZONE	
East of 4128 Blue Mounds Trail					
TOWNSHIP VERMONT	SECTION 16	TOWNSHIP	SECTION	TOWNSHIP	SECTION
PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED	
0706-163-8125-0					

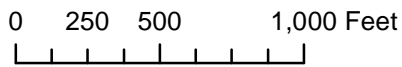
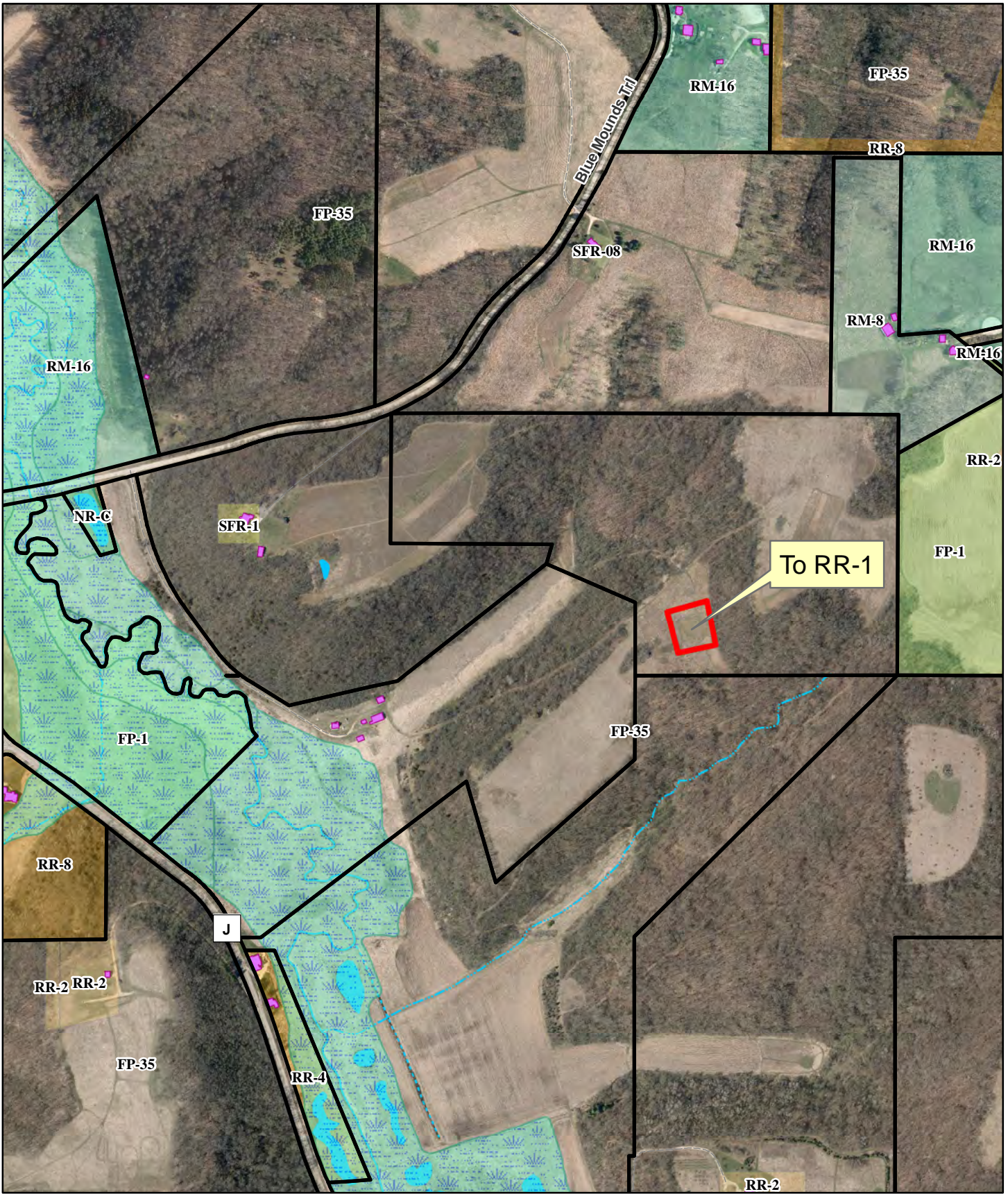
## REASON FOR REZONE

CREATE ONE RESIDENTIAL "SPOT ZONE" FOR A NEW HOME

FROM DISTRICT:	TO DISTRICT:	ACRES
FP-35 Farmland Preservation District	RR-1 Rural Residential District	1.0

<b>C.S.M REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials _____	<b>PLAT REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials _____	<b>DEED RESTRICTION REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials _____	<b>INSPECTOR'S INITIALS</b>  RUH1	<b>SIGNATURE:(Owner or Agent)</b>  _____
<b>PRINT NAME:</b>  _____				
<b>DATE:</b>  _____				

COMMENTS: TOWN PLAN POLICIES REQUIRE A MINIMUM 2-ACRE REZONE AREA.



Rezone 12041



**Dane County**  
**Department of Planning and Development**  
 Zoning Division  
 Room 116, City-County Building  
 210 Martin Luther King Jr. Blvd.  
 Madison, Wisconsin 53703  
 (608) 266-4266

Application Fees	
General:	\$395
Farmland Preservation:	\$495
Commercial:	\$545
<ul style="list-style-type: none"> <li>• PERMIT FEES DOUBLE FOR VIOLATIONS.</li> <li>• ADDITIONAL FEES MAY APPLY. CONTACT DANE COUNTY ZONING AT 608-266-4266 FOR MORE INFORMATION.</li> </ul>	

## REZONE APPLICATION

APPLICANT INFORMATION			
Property Owner Name:	Nathan McGree, Dana Christel	Agent Name:	
Address (Number & Street):	3511 Bohn Rd	Address (Number & Street):	
Address (City, State, Zip):	Mount Horeb, WI 53572	Address (City, State, Zip):	
Email Address:	nathan@tyrolbasin.com	Email Address:	
Phone#:	6512709848	Phone#:	

PROPERTY INFORMATION	
Township: vermont	Parcel Number(s): 060/0706-163-8125-0
Section: SEC 16-7-6 PRT N1/2 S	Property Address or Location: 4128 Bluemounds Trail, Black Earth

REZONE DESCRIPTION	
<p><b>Reason for the request.</b> In the space below, please provide a brief but detailed explanation of the rezoning request. Include both current and proposed land uses, number of parcels or lots to be created, and any other relevant information. For more significant development proposals, attach additional pages as needed.</p>	<p>Is this application being submitted to correct a violation?            Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

To build a home for primary residence

Existing Zoning District(s)	Proposed Zoning District(s)	Acres
FP-35	RR-1	1

**Applications will not be accepted until the applicant has contacted the town and consulted with department staff to determine that all necessary information has been provided. Only complete applications will be accepted. All information from the checklist below must be included. Note that additional application submittal requirements apply for commercial development proposals, or as may be required by the Zoning Administrator.**

<input checked="" type="checkbox"/> Scaled drawing of proposed property boundaries	<input checked="" type="checkbox"/> Legal description of zoning boundaries	<input type="checkbox"/> Information for commercial development (if applicable)	<input type="checkbox"/> Pre-application consultation with town and department staff	<input checked="" type="checkbox"/> Application fee ( <b>non-refundable</b> ), payable to the Dane County Treasurer
------------------------------------------------------------------------------------	----------------------------------------------------------------------------	---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

I certify by my signature that all information provided with this application is true and correct to the best of my knowledge and understand that submittal of false or incorrect information may be grounds for denial. Permission is hereby granted for Department staff to access the property if necessary to collect information as part of the review of this application. Any agent signing below verifies that he/she has the consent of the owner to file the application.

Owner/Agent Signature  Date 2-11-24

## SHARED DRIVEWAY AGREEMENT

This Shared Driveway Agreement (“Agreement”) is made this 7th day of February, 2024, by and between Nathaniel T. McGree and Dana M. Christel (“Parcel A Owner”) and Tatanka Donk Farms, LLC (“Parcel B Owner”). Each of Parcel A Owner and Parcel B Owner is an “Owner.”

### Recitals

- A. Parcel A Owner owns real property described on Exhibit A attached hereto (“Parcel A”).
- B. Parcel B Owner owns real property described on Exhibit B attached hereto (“Parcel B”). Parcel B is comprised of an existing driveway and an existing improved field road (the “Shared Driveway”), located upon and serving the larger parcels owned by Parcel B Owner.

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**Return to:**

Attorney Nicole S. Schram  
Boardman & Clark LLP  
P.O. Box 927  
Madison, WI 53701-0927

060-0706-163-8125-3  
060-0706-174-8161-5  
060-0706-174-9581-0  
060-0706-163-8502-0  
060-0706-163-9002-0

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Parcel Identification Nos.

- C. Parcel A and Parcel B are adjacent to each other.
- D. In the Amended and Restated Easement recorded on 06/06/2022 as Document 10176076, Dane County Register of Deeds, Parcel B Owner granted to Parcel A Owner a non-exclusive easement and right of way for ingress and egress and a utility easement over, under and across Parcel B, the Shared Driveway.
- E. Parcel A Owner and Parcel B Owner desire to establish certain terms and conditions related to use and maintenance of the Shared Driveway as described in this Agreement.

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

**1. Use.** The Owners of Parcel A and Parcel B shall each have a nonexclusive right to use the Shared Driveway to provide access to their respective parcels. No Owner shall ever obstruct any other Owner’s free and unobstructed use of the Shared Driveway for access purposes. Any obstructions or impediments may be removed, without notice, by any Owner and the cost of removal shall be borne by the Owner causing or responsible for such obstruction.

2. **Maintenance/Snowplowing.** The costs to repair, replace and maintain the Shared Driveway located within the Shared Driveway Easement, including snowplowing, shall be shared equally, unless otherwise agreed upon by Parcel A Owner and Parcel B Owner.

3. **Damages.** Parcel A Owner and Parcel B Owner shall each be individually responsible for any damage it or its tenants, guests, licensees, or invitees may cause, either intentionally or through negligence, to the Shared Driveway or any improvements located in the easement area. The Owner responsible for such damage shall promptly make all needed repairs, restoring the Shared Driveway generally to the condition it was in immediately prior to such damage. In the event that an Owner responsible for damage fails to promptly make all needed repair to restore the Shared Driveway, improvements or easement area generally to the condition it was in immediately prior to such damage, the other Owner may undertake the necessary repairs, in which event the Owner causing the damage shall reimburse the other Owner for the cost of the repairs within fifteen (15) days of billing.

4. **Dispute Resolution.** All claims, disputes, and other matters or questions arising out of or related to this Agreement, or any breach thereof, shall be decided in a court of competent jurisdiction located in Dane County, Wisconsin. If it is determined that the terms or conditions of this Agreement have been violated or breached, in addition to any other rights or remedies to which the non-defaulting party or parties may be entitled, the defaulting party or parties in litigation shall be obligated to pay all of the non-defaulting party or parties costs and expenses associated with enforcement of this Agreement, whether incurred prior to or after the commencement of any law suit, including reasonable attorney fees. In addition, all sums due and owing shall bear interest at the rate of twelve (12) percent per annum, on the unpaid balance existing from time to time, from the due date until paid.

5. **Rights to Run With the Land.** This Agreement shall be binding upon the parties hereto together with their heirs, personal representatives, successors, and assigns.

6. **Amendment, Modification, and Termination.** The provisions of this Agreement may only be canceled, released, amended or waived in writing by an instrument signed by the owners of Parcel A and Parcel B. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law. Non-use or limited use of the rights granted in this Agreement or the Amended and Restated Easement recorded on 06/06/2022 as Document 10176076, shall not prevent later use of such rights to the fullest extent authorized in these agreements.

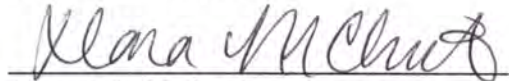
7. **Counterparts.** This Agreement may be signed in one or more counterparts with each counterpart taken together constituting the Agreement.

8. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

**Parcel A Owner:**



Nathaniel T. McGree




Dana M. Christel

Date: 2-9-24

**Parcel B Owner:**

Tatanka Donk Farms, LLC

By:   
Nathaniel T. McGree, Member

By:   
Dana M. Christel, Member

Date: 2-9-24

STATE OF WISCONSIN }  
                                          } SS  
COUNTY OF DANE

This instrument acknowledged before me by Nathaniel T. McGree and Dana M. Christel, individually and as Members of Tatanka Donk Farms, LLC, this \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is permanent/expires \_\_\_\_\_.

Drafted by Attorney Nicole S. Schram  
Boardman & Clark, LLP

Exhibit A  
Legal Description of Parcel A

**Part of the North 1/2 of the Southwest 1/4 of Section 16, Town 7 North, Range 6 East, in the Town of Vermont, Dane County, Wisconsin, described as follows: Commencing at the West 1/4 corner of Section 16; thence South 89° 33' 22" East, (previously recorded as South 89°46' 38" East) 82.00 feet to the point of beginning; thence South 89°33' 22" East, 2564.66 feet to the center of Section 16; thence South 0° 45' 19" West, 1306.31 feet; thence North 89° 44' 17" West, 1323.80 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4; thence North 0° 50' 34" East, 365.70 feet; thence North 66° 52' 58" West, 499.13 feet to a found iron stake; thence North 16° 38' East, 101.79 feet (North 16° 35' 23" East) to a found iron stake; thence North 89° 44' 01" West, (South 89° 46' 38" East) 806.57 feet; thence North 0° 39' 19" East, 657.16 feet (North 0° 36' 42" East, 657.41) to the point of beginning.**

**Exhibit B**  
**Legal Description of Parcel B, the Shared Driveway**

The existing driveway described as: Part of the East ½ of the SE ¼ of Section 17, T7N, R6E, Town of Vermont, Dane Co., WI, described as follows: Commencing at the east ¼ corner of Sec. 17; thence S0° 36' 42" W 1.75 feet; thence S76° 04' 01" W 230.83 feet; thence S83° 41' 57" W 137.97 feet; thence S78° 27' 51" W 203.10 feet; thence S73° 13' 45" W 296.03 feet; thence S75° 16' 29" W 191.89 feet; thence S77° 19' 12" W 196.86 feet; thence S11 ° 48' 56" E 33.00 feet to the South side of Blue Mounds Trail and the point of beginning of the centerline of a 49.50 foot strip; thence S11 ° 48' 56" E 201.46 feet; thence along a curve to the left of radius 1272 feet and long chord of S24° 14' E 547.06 feet; thence S36° 39' 04" E 237.19 feet; thence along a curve to the left of radius 603.00 feet and long chord of S47° 33' 11" E 228.09 feet; thence S58° 27' 17" E 226.21 feet; thence continue S8° 27' 17" E 250 feet to the point of termination at the end of what was previously Stampfli Road.

AND

The existing improved field road described as follows: Commencing at the Southwest corner of Section 16; thence S 89° 52' 19" East 1324.27 feet; thence N 0° 46' 28" East 1311.52 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 16; thence N 0° 50' 34" East 365.70 feet to a property corner as given above; thence S 0° 50' 34" West 22.05 feet to the point of beginning of the centerline of this 33-foot easement; thence S 45° 16' West 308.07 feet; thence S 59° 50' 22" West 358.36 feet; thence S 76° 41' West 90.41 feet; thence S 63° 53' West 414.71 feet; thence S 62° 55' West 153.2 feet; thence S 60° 50' West 325.6 feet; thence N 40° 15' West 166.3 feet; thence N 33° 06' West 107.0 feet to a point of termination in the centerline of Stampfli Road.





-89.79306 43.07967

-89.79342 43.0796

1 Acres 640 Feet

-89.79299 43.07923

-89.79335 43.07919



-89.79401 43.07979

-89.79389 43.0797

-89.79375 43.07965

-89.7936 43.07959

-89.79353 43.07949

1 Acres 640 Feet

- drivew
- 1 acre rezo
- building

100'

150'

150'

100'



driveway

1 acre rezone to RF

building pocket

-89.79367 43.07964

-89.79293 43.0798

100'

150'

1 Acres 640 Feet

150'

100'

-89.79276 43.07918

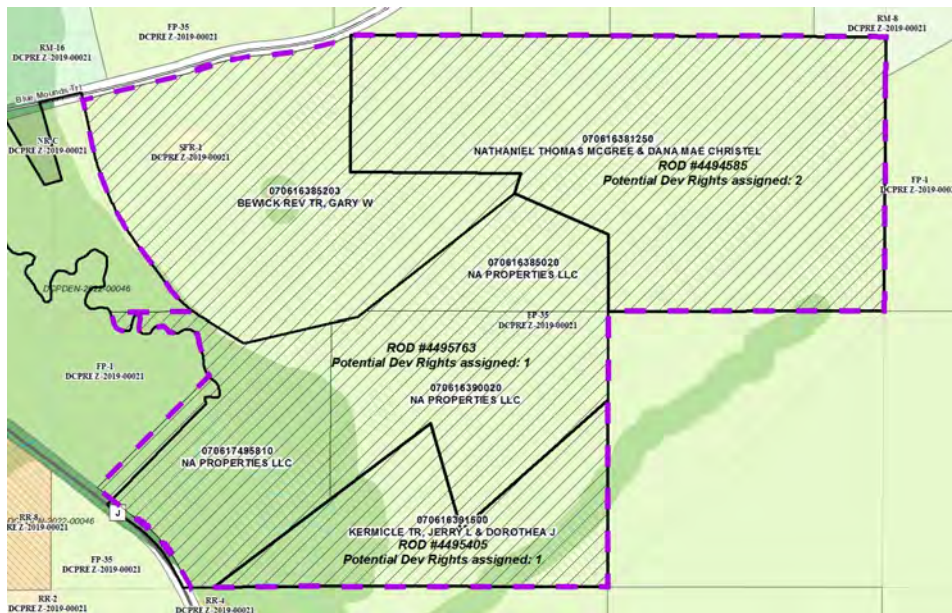
-89.79347 43.07907

# DRAFT: FOR DISCUSSION PURPOSES ONLY

IMPORTANT NOTE: ACREAGE VALUES AND OWNERSHIP HEREIN ARE DERIVED FROM HISTORICAL AND CURRENT RECORDS LOCATED AT THE DANE COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT (EG. GIS, PLAT BOOKS, ZONING PERMIT DATA, CSM'S, ETC). DENSITY POLICIES VARY AMONG TOWNS AND MAY REQUIRE INTERPRETATION.

**Applicant:** Jerry Kermicle

<b>Town</b>	Vermont	<b>A-1EX Adoption</b>	10/12/1979	<b>Orig Farm Owner</b>	Fred O. Stampfli
<b>Section:</b>	16, 17	<b>Density Number</b>	35	<b>Original Farm Acres</b>	170.04
<b>Density Study Date</b>	9/7/2021	<b>Original Splits</b>	4.86	<b>Available Density Unit(s)</b>	4



**Reasons/Notes:**

Homesites created to date: 1 per Rezone 06290.  
 1 potential homesite allocated to Kermicle landholdings per ROD doc 4495405. See also ROD docs 4495763 & 4494585.  
 New development should avoid resource protection corridors.

Note: Parcels included in the density study reflect farm ownership and acreage as of the date of town plan adoption, or other date specified. Density study is based on the original farm acreage, NOT acreage currently owned.

Parcel #	Acres	Owner Name	CSM
070616385203	38.43	BEWICK REV TR, GARY W	
070616391500	20.12	KERMICLE TR, JERRY L & DOROTHEA J	
070617495810	20.49	NA PROPERTIES LLC	
070616390020	21.89	NA PROPERTIES LLC	
070616385020	9.29	NA PROPERTIES LLC	
070616381250	59.82	NATHANIEL THOMAS MCGREE & DANA MAE CHRISTEL	



# WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NDA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

## REZONE MAP

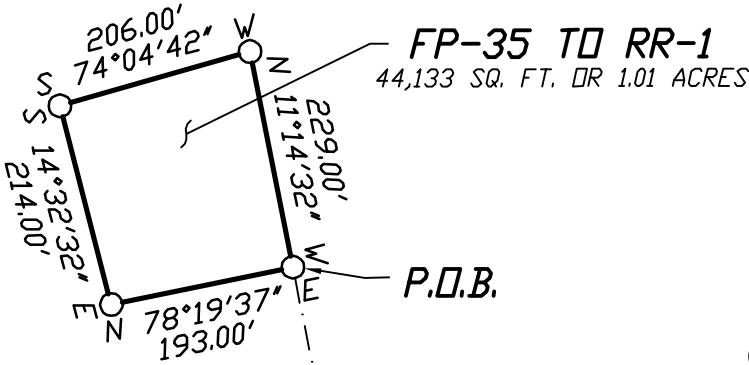
SCALE 1" = 200'



NE 1/4 - SW 1/4



W.C.S. - DANE ZONE  
BEARINGS ARE REFERENCED TO THE  
SOUTH LINE OF THE SW 1/4 OF SECTION 16,  
T7N, R6E. LINE TO BEAR = N 89°49'59" W



1 6

SE 1/4 - SW 1/4

### PREPARED FOR:

NATHAN MCGREE  
4128 BLUE MOUNDS ROAD  
BLACK EARTH, WI 53515

### LEGEND

- = SET 3/4"x24" REBAR  
WT 1.5 LB PER LIN FT
- ⊙ = FOUND SECTION CORNER

SOUTHWEST 1/4 CORNER  
SECTION 16, T7N-R6E  
FOUND 1/4" REBAR

2,042.81'

607.07'

TOTAL SECTION LINE N 89°49'59" W 2,649.88'

SOUTH 1/4 CORNER  
SECTION 16, T7N-R6E  
FOUND 1/4" REBAR

DATE: 3-13-2024

JOB NO: 24W-99

## **FP-35 TO RR-1**

A parcel of land located in part of the Northeast 1/4 of the Southwest 1/4 of Section 16, T7N, R6E, Town of Vermont, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 16; thence N 89°49'59" W along the south line of said Southwest 1/4, 607.07 feet; thence N 11°14'32" W, 1,488.57 feet to the point of beginning.

Thence continue N 11°14'32" W, 229.00 feet; thence S 74°04'42" W, 206.00 feet; thence S 14°32'32" E, 214.00 feet; thence N 78°19'37" E, 193.00 feet to the point of beginning. This parcel contains 44,133 sq. ft. or 1.01 acres.