



City of Fitchburg
 Planning/Zoning Department
 5520 Lacy Road
 Fitchburg, WI 53711
 (608-270-4200)

REZONING APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby petitions to amend the zoning district map of the Fitchburg zoning ordinance by reclassifying from the PPD-SIP district to the I-S district the following described property:

1. **Location of Property/Street Address:** 5515 Nobel Drive, Fitchburg, WI 53711

Legal Description - (Metes & Bounds, or Lot No. And Plat):

LOT 2 OF CSM 12188 RECORDED AS DOCUMENT NO. 4328586 IN VOLUME 75 PAGE 169 OF CERTIFIED SURVEY MAPS OF DANE COUNTY, WISCONSIN.

***Also submit in electronic format (MS WORD or plain text) by email to: planning@fitchburgwi.gov

2. **Proposed Use of Property - Explanation of Request:**

Rezoning being requested concurrent with the Land Division Application to create single I-S lot.

3. **Proposed Development Schedule:** N/A

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Rezoning shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and the location and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) electronic pdf document of the entire submittal to planning@fitchburgwi.gov. Additional information may be requested.

Type of Residential Development (If Applicable): N/A

Total Dwelling Units Proposed: N/A **No. Of Parking Stalls:** _____

Type of Non-residential Development (If Applicable): N/A

Proposed Hours of Operation: N/A **No. Of Employees:** N/A

Floor Area: N/A **No. Of Parking Stalls:** N/A

Sewer: Municipal Private **Water:** Municipal Private

Current Owner of Property: OneNeck Data Center Holdings, LLC

Address: 5515 Nobel Drive, Fitchburg, WI 53711 **Phone No:** (612) 395-8970

Contact Person: Hank Koch, Sr. VP

Email: Hank.Koch@oneneck.com

Address: 5515 Nobel Drive, Fitchburg, WI 53711 **Phone No:** (612) 395-8970

Respectfully Submitted By: [Signature] Hank Koch, Sr. VP
 Owner's or Authorized Agent's Signature Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** _____ **Publish:** _____ and _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____

ADDENDUM TO REZONING APPLICATION

Applicant: One Neck Data Center Holdings, LLC (“*Applicant*”)
Address: 5515 Nobel Drive, Fitchburg, Wisconsin 53711
Property: Lot 2 of Certified Survey Map No. 12188 recorded in Volume 75 of Certified Survey Maps, Page 169, as Document No. 4328586 (“*Lot 2*”).

The Applicant has constructed on Lot 2 a data center together with several back-up generators. Lot 2 is currently zoned PPD-SIP and is subject to City of Fitchburg Ordinance No. 2007-O-08 (the “*2007 Ordinance*”). The 2007 Ordinance specifically addresses separate sound level requirements for the data center mechanicals and back-up generators located on Lot 2. The rezoning application requests that the zoning classification of Lot 2 be changed to I-S (Specialized Industrial). This rezoning application is being done in conjunction with a land division application. The land division application will combine Lot 2 with Lot 25 of TechLands (“*Lot 25*”) to create a single lot certified survey map (the “*Proposed New Lot*”).

Lot 25 is currently zoned I-S (Specialized Industrial District). Lot 25 is subject to City of Fitchburg Ordinance No. 2011-O-08 and Ordinance No. 2011-O-14 (the “*2011 Ordinances*”). The 2011 Ordinances specifically address separate sound level requirements for mechanical equipment serving any building and back-up generators for Lot 25. Upon the rezoning of the Proposed New Lot to I-S (Specialized Industrial), the sound level requirements for the Proposed New Lot shall be as follows: (i) for that portion of the Proposed New Lot that is Lot 2, the Applicant shall continue to adhere to the 65 dBA at the property line for mechanical equipment excluding back-up generators that was imposed by the 2007 Ordinance; and (ii) for that portion of the New Lot that is Lot 25 the Applicant shall adhere to the 42.5 dBA at the Quarry Hill property line for mechanical equipment excluding back-up generators that was imposed by the 2011 Ordinances. The attached Exhibit 1 shows the portions of the Proposed New Lot that are Lot 2 and Lot 25. The granting of the rezoning application and land division applications shall specifically acknowledge the foregoing sound level requirements.

The 2007 Ordinance also required that the owners of Lot 2 and Lot 1 of Certified Survey Map No. 12188 (“*Lot 1*”) enter into an easement agreement to grant certain easements on the respective properties and place restrictions on the properties as well. The owners of Lot 2 and Lot 1 executed and recorded that certain Easement Agreement and Restriction dated August 10, 2007, and recorded in the Dane County Register of Deeds office as Document No. 4344562 (the “*Easement Agreement*”), a copy of which is attached hereto as Exhibit 2. In conjunction with the rezoning and land division applications, the owner of Lot 1, Data Office Venture, LLC, and the owner of the Proposed New Lot, One Neck Data Center Holdings, LLC, will be entering into an Amended and Restated Easement Agreement and Restriction (the “*Restated Easement Agreement*”) that subjects both Lot 1 and the Proposed New Lot to the easements and restrictions provided in the Easement Agreement. Data Office Venture, LLC, has approved the form of the Restated Easement Agreement, a copy of which is attached hereto as Exhibit 3.

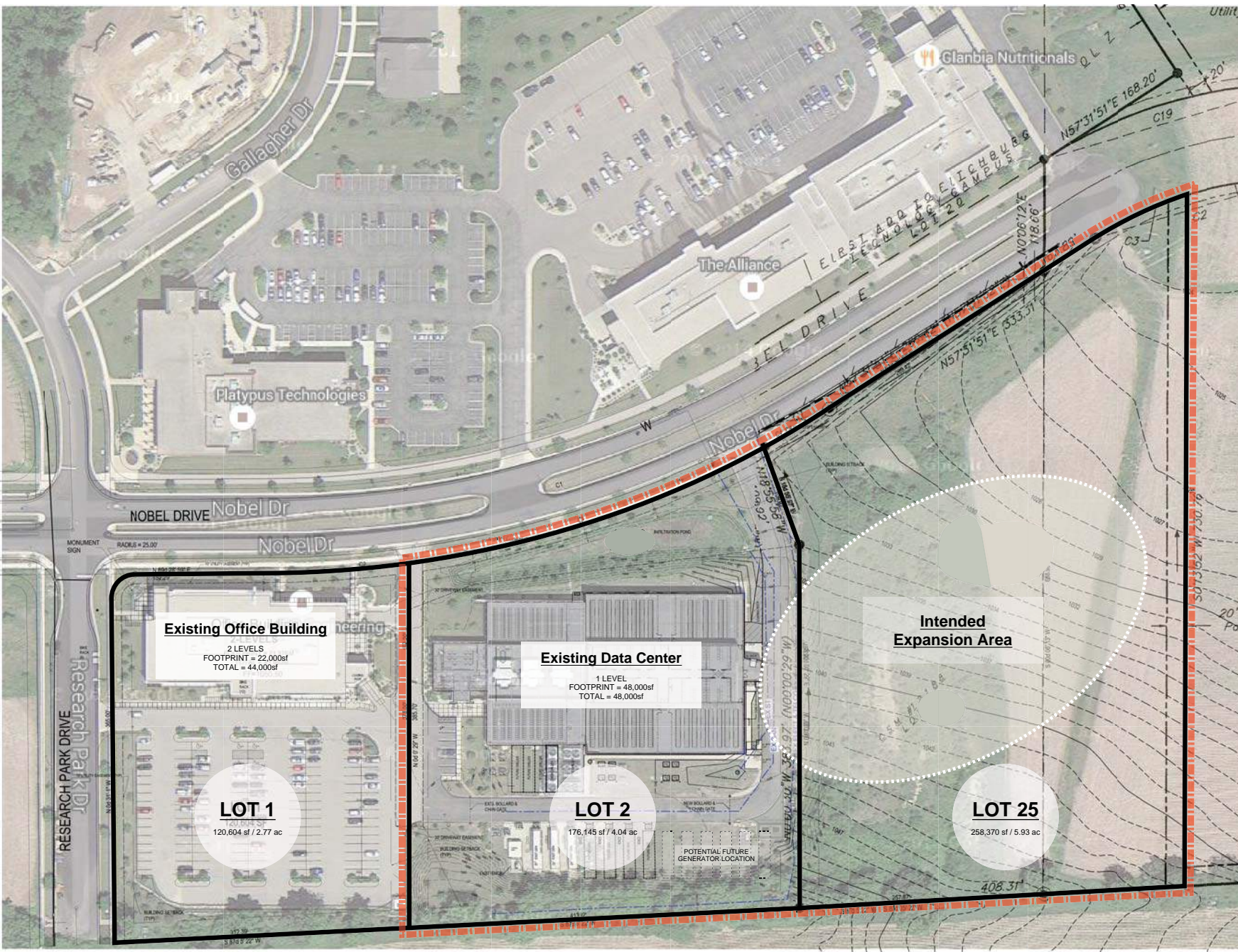


EXHIBIT 1

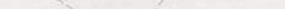
INTENDED EXPANSION AREA SITE DIAGRAM

OneNeck IT SOLUTIONS
 a TDS Company

THIS EXHIBIT WILL BE REFERENCED IN THE FOLLOWING APPLICATIONS (OF THE SAME DATE) TO THE CITY OF FITCHBURG, WISCONSIN:

- REZONING APPLICATION (submitted by OneNeck)
- LAND DIVISION APPLICATION (submitted by OneNeck)
- CONDITIONAL USE PERMIT (submitted by Madison Gas and Electric)

PROPOSED BOUNDARY OF NEW LOT:



Date: 19 May 2017

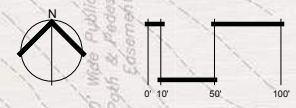


EXHIBIT 2

[attached]



REGISTRY OF DEEDS
COUNTY OF DANE
MADISON, WISCONSIN

**EASEMENT AGREEMENT
AND RESTRICTION**

4344562

10/10/07 10:10AM

10/10/07

10/10/07

10/10/07

Return to:
William R. Kutsunis, Esq.
Equity Advisors, LLC
350 Junction Road
Madison, WI 53717

225-0609-152-4312-2
225-0609-152-4323-2
225-0609-152-4334-2

Parcel Number

THIS EASEMENT AGREEMENT AND RESTRICTION (this "Agreement") is made and executed this 10th day of August, 2007 by DATA OFFICE VENTURE, L.L.C. a Wisconsin limited liability company ("Lot 1 Owner") and FITCHBURG TECHNOLOGY CAMPUS, LLC, a Wisconsin limited liability company ("Lot 2 Owner").

RECITALS

A. Lot 1 Owner is the owner of Lot One (1) of Certified Survey Map No. 12188, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 75 of Certified Survey Maps, Pages 168-170, as Document No. 4328586, located in the City of Fitchburg, Dane County, Wisconsin, which lot is depicted in Exhibit A attached hereto (referred to herein as "Lot 1").

B. Lot 2 Owner is the owner of Lot Two (2) of Certified Survey Map No. 12188, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 75 of Certified Survey Maps, Pages 168-170, as Document No. 4328586, located in the City of Fitchburg, Dane County, Wisconsin, which lot is depicted in Exhibit A attached hereto (referred to herein as "Lot 2").

2007-08-10
367692

1/23

C. Lot 1 Owner and Lot 2 Owner desire to grant easements over certain portions of Lot 1 and Lot 2 as more particularly described in this Agreement so that the same will be binding upon, and benefit, future owners of Lot 1 and Lot 2 and portions thereof.

D. Lot 1 Owner and Lot 2 Owner desire to restrict the development of improvements on Lot 1 and Lot 2 so as more particularly described in this Agreement so that the same will be binding upon, and benefit, future owners of Lot 1 and Lot 2 and portions thereof.

NOW THEREFORE, it is hereby declared that:

1. Stormwater Easement. Those portions of Lot 2 described on the attached Exhibit B, which is incorporated herein by reference (the "Stormwater Area"), are hereby made subject to a stormwater easement for the purpose of permitting the installation, operation, repair and maintenance of underground pipes and conduits under the surface of the Stormwater Area for utilities serving Lot 1 and for the collection, detention and infiltration of stormwater from Lot 1 and Lot 2 (the "Stormwater Easement"). Any party that disturbs the surface of the Stormwater Area shall restore the surface of the Stormwater Area to the condition it existed before such disturbance. However, neither party shall disturb or otherwise modify the underground pipes or conduits under the surface of the Stormwater Area such that the flow of stormwater to the detention and infiltration area is detrimented.

2. Access Easement. Those portions of Lot 1 and Lot 2 shown on Exhibit C attached hereto and incorporated herein (the "Access Area") are hereby made subject to an easement for the purpose of granting vehicular and pedestrian access, ingress and egress to the owners of any portion of Lot 1 and Lot 2, and to such owners' tenants, visitors, customers, employees and invitees, over and across the Access Area (the "Access Easement").

3. Maintenance. All maintenance for the Access Area shall be conducted and paid for by the persons or entities holding fee simple title to the Access Area. Lot 1 Owner shall be responsible for conducting all maintenance of the Stormwater Area, provided, however, that Lot 2 Owner shall be responsible for a prorata share of all maintenance costs associated with the Stormwater Area, based upon the ratio of square footage comprising Lot 2 to the total square footage of Lot 1 and Lot 2.

4. Restriction on Development. Pursuant to the terms of Ordinance No. 2007-O-08, the impervious surface ratio is combined for both Lot 1 and Lot 2, and no development shall be permitted that would exceed the following: (i) an impervious surface ratio of seventy-two and two-tenths percent (72.2%) on Lot 1 (open space ratio of at least 27.8%), and (ii) an impervious surface ratio of fifty and nine-tenths percent (50.9%) on Lot 2 (open space ratio of at least 49.1%). Neither the Lot 1 Owner nor the Lot 2 Owner shall exceed the foregoing impervious surface ratios without the written consent of the other owner and without first obtaining approvals from any governmental or private organization with jurisdiction over the development.

5. Enforcement. 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 term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover his, her or its costs, including reasonable attorney fees, from the nonprevailing party.

6. Miscellaneous.

(a) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

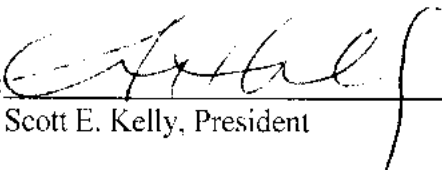
(b) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

(c) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) Amendment. Except as expressly provided in this Agreement, all amendments to this Agreement shall be valid and enforceable only if signed by all persons or entities holding fee simple title to any portion of Lot 1 and Lot 2, together with all mortgagees of any portion of Lot 1 and Lot 2.

IN WITNESS WHEREOF, Owner has signed this Agreement as of the date set forth above.

FITCHBURG TECHNOLOGY CAMPUS, LLC

By: 

Scott E. Kelly, President

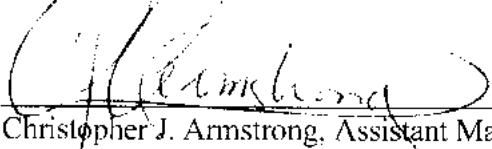
DATA OFFICE VENTURE, LLC

By: 

Scott E. Kelly, FTC Manager

By: 

Carl Ruedebusch, RDC Manager

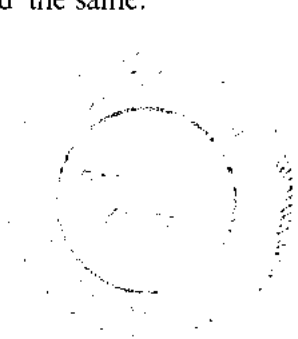
By: 

Christopher J. Armstrong, Assistant Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of August, 2007, Scott E. Kelly, in his capacity as the President of Fitchburg Technology Campus, LLC, who signed the above instrument and acknowledged the same.

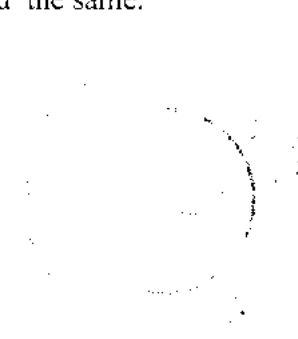


Patricia I. Kette
Name: PATRICIA I. KETTE
Notary Public, State of Wisconsin
My Commission: exp. 11-4-09

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of August, 2007, Scott E. Kelly and Carl Ruedebusch, as the Managers of Data Office Venture, LLC, and Christopher J. Armstrong, as the Assistant Manager of Data Office Venture, LLC, who signed the above instrument and acknowledged the same.



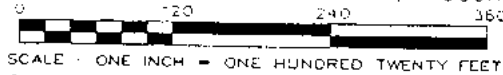
Patricia I. Kette
Name: PATRICIA I. KETTE
Notary Public, State of Wisconsin
My Commission: exp. 11-4-09

This document was drafted by:

William R. Kutsunis, Esq.
Equity Advisors, LLC
350 Junction Road
Madison, WI 53717
Telephone: (608) 833-8030

CERTIFIED SURVEY MAP

LOTS 22, 23, & 24, FIRST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS, AS RECORDED IN VOLUME 58-025A OF PLATS, ON PAGES 135-139, AS DOCUMENT NUMBER 3708613, DANE COUNTY REGISTRY, ALSO LOCATED IN THE SW ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 05 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



NORTH

BEARINGS ARE BASED UPON THE NAD 83(97) COORDINATE SYSTEM, WISCONSIN, SOUTH ZONE, THE WEST LINE OF THE NW ¼ OF SEC 15 MEASURED AS BEARING S 00°12'41" W

FIRST ADDITION TO
TO FITCHBURG
25
TECHNOLOGY CAMPUS

RESEARCH
PARK DRIVE

FIRST ADDITION

Existing 15' R/W
Grant, Doc #3867230

LOT 1
20604 sf
2.7687 Acres

Existing 10'
Utility
Easement
Doc.
#3708613

R 2

N 09°00'29" W 48.64'
For Private Stormwater
Management Easement

N 00°00'29" W 385.70'

30' Driveway
Easement

TO FITCHBURG

Private Stormwater
Management Easement

LOT 2
176145 sf
4.0437 Acres

2 3

N 00°00'29" W 383.97'

Setback Line (typ)
Shown per the
Recorded Plat

LOT 3
152721 sf
3.5066 Acres

Setback Line (typ)
Shown per the
Recorded Plat

Urban Service Area Line
per Doc #1708513

TECHNOLOGY CAMPUS

S 00°06'13" W 655.96'

NOTE: See sheet 2 for line table, curve table, legend, description, surveyor's certificate, and additional notes

SURVEYED FOR:

Fitchburg Technology Campus
120 E Lakeside Street
Madison, WI 53715
(608) 294-4086

SURVEYED BY:

Culkins Engineering, LLC
5010 Voges Road
Madison, WI 53718
(608) 838-0444

Rev: 03-13-2007
Rev: 03-05-2007
Date: 02-20-2007
Plot View: Plot

\\FTCH1\CSM\FTC1\ csm.dwg

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only. And to show spatial relationships only. Authorized by: DENNIS A. COOPER (FIRST ADDITION) - 1708

MAP NO.

DOCUMENT NO.

VOLUME

PAGE

EXHIBIT B

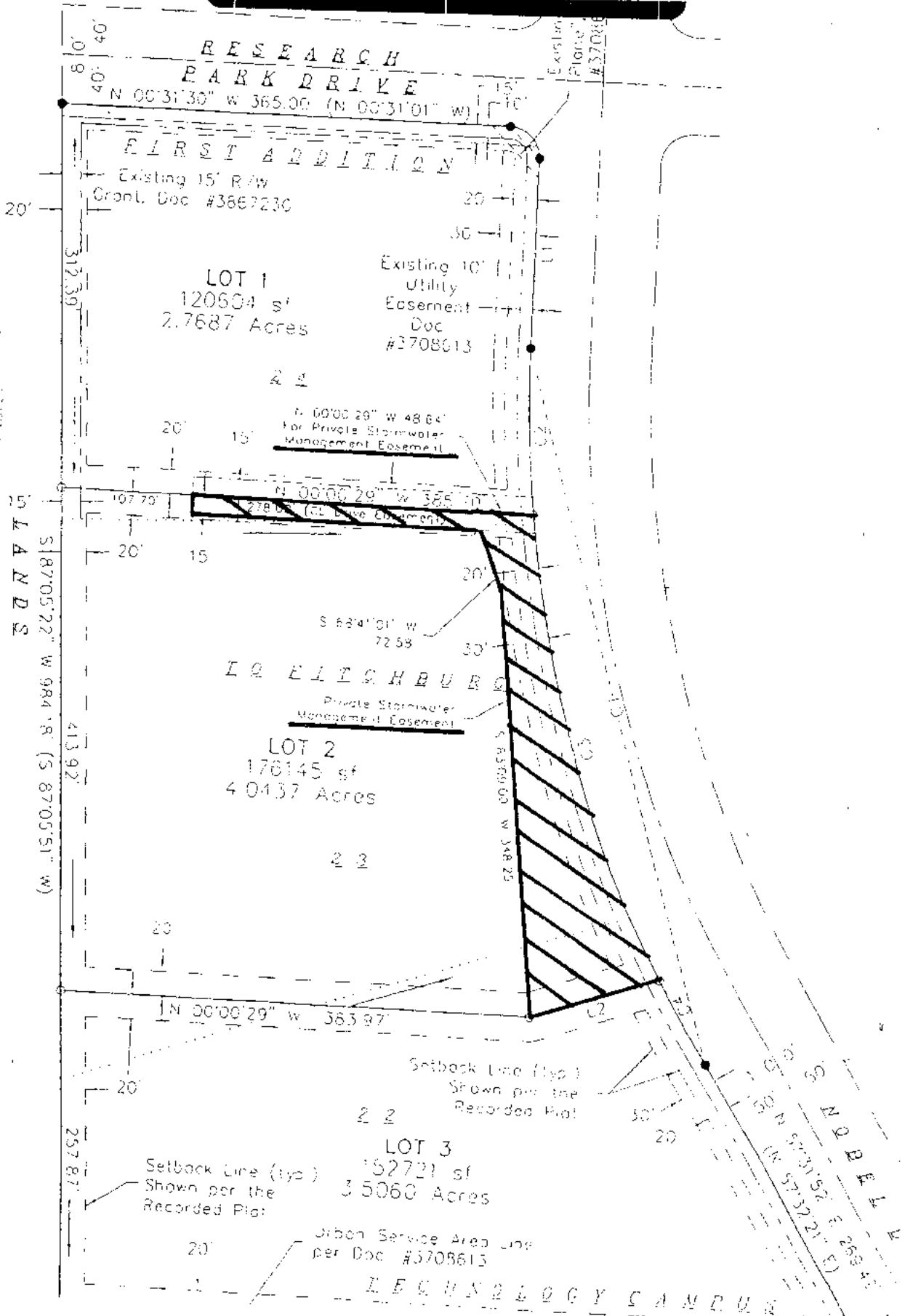
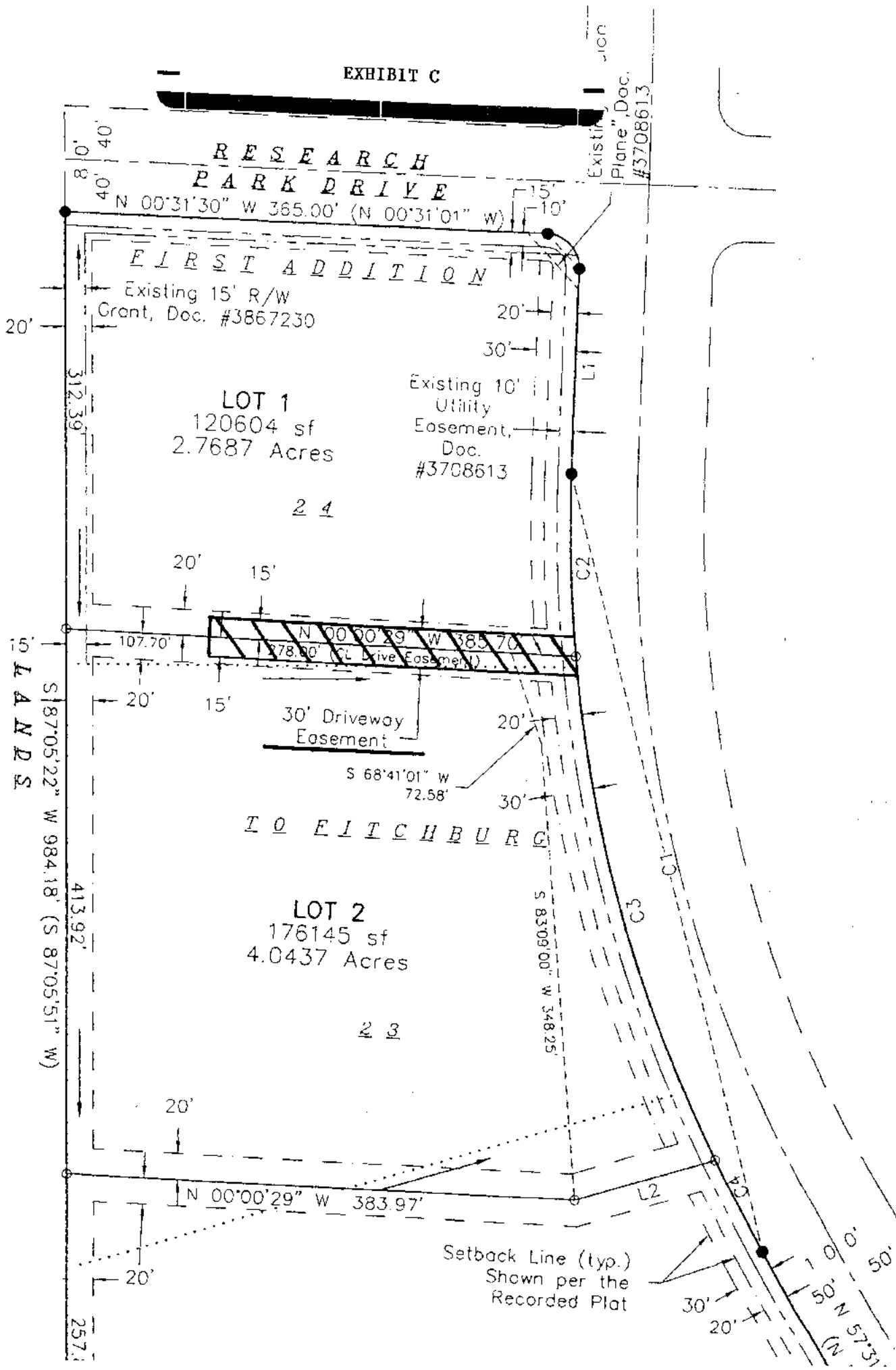


EXHIBIT C



Existing "Plane", Doc. #3708613

LANDS

Setback Line (typ.) Shown per the Recorded Plat

50' 50' N 57.31

EXHIBIT 3

[attached]

**AMENDED AND RESTATED
EASEMENT AGREEMENT
AND RESTRICTION**

THIS AMENDED AND RESTATED EASEMENT AGREEMENT AND RESTRICTION (this “*Agreement*”) is made and executed this ____ day of June, 2017 by DATA OFFICE VENTURE, LLC, a Wisconsin liability company (“*DOV*”) and ONE NECK DATA CENTER HOLDINGS, LLC, a Wisconsin limited liability company (“*One Neck*”).

RECITALS

A. DOV is the owner of Lot One (1) of Certified Survey Map No. 12188, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 75 of Certified Survey Maps, Pages 168-170, as Document No. 4328586, located in the City of Fitchburg, Dane County, Wisconsin, which lot is depicted in Exhibit A attached hereto (referred to herein as “*DOV Lot*”).

B. One Neck is the owner of Lot One (1) of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume _____ of Certified Survey Maps, Pages _____, as Document No. _____, located in the City of Fitchburg, Dane County, Wisconsin, which lot is depicted in Exhibit B attached hereto (referred to herein as “*One Neck Lot*”).

C. Data Office Venture, LLC, and Fitchburg Technology Campus, LLC, entered into that certain Easement Agreement and Restriction dated August 10, 2007, and recorded in the Office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4344562 (the “*Original Easement Agreement*”).

D. The Original Easement Agreement granted certain easements and placed certain restrictions on the DOV Lot and a portion of One Neck Lot.

E. DOV and One Neck desire amend and restate the Original Easement Agreement to grant easements over certain portions of the DOV Lot and the One Neck Lot as more

Return To:

Attorney Gregory C. Collins
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

0609-152-4523-2,
0609-152-6765-2 and 0609-152-4501-2
Tax Parcel Number (PIN)

particularly described in this Agreement so that the same will be binding upon, and benefit, future owners of the DOV Lot and the One Neck Lot and portions thereof.

F. DOV and One Neck desire to restrict the development of improvements on the DOV Lot and One Neck Lot so as more particularly described in this Agreement so that the same will be binding upon, and benefit, future owners of the DOV Lot and the One Neck Lot and portions thereof.

NOW THEREFORE, it is hereby declared that:

1. **Stormwater Easement.** Those portions of the One Neck Lot described on the attached Exhibit C, which is incorporated herein by reference (the “*Stormwater Area*”), are hereby made subject to a stormwater easement for the purpose of permitting the installation, operation, repair and maintenance of underground pipes and conduits under the surface of the Stormwater Area for utilities serving the DOV Lot and for the collection, detention and infiltration of stormwater from the DOV Lot and the One Neck Lot (the “*Stormwater Easement*”). Any party that disturbs the surface of the Stormwater Area shall restore the surface of the Stormwater Area to the condition it existed before such disturbance. However, neither party shall disturb or otherwise modify the underground pipes or conduits under the surface of the Stormwater Area such that the flow of stormwater to the detention and infiltration area is detrimented. All other stormwater areas identified on the One Neck Lot shall be for the exclusive use of One Neck Lot owner.

2. **Access Easement.** Those portions of the DOV Lot and One Neck Lot shown on Exhibit D attached hereto and incorporated herein (the “*Access Area*”) are hereby made subject to an easement for the purpose of granting vehicular and pedestrian access, ingress and egress to the owners of any portion of the DOV Lot and the One Neck Lot, and to such owners’ tenants, visitors, customers, employees and invitees, over and across the Access Area (the “*Access Easement*”).

3. **Maintenance.** All maintenance for the Access Area shall be conducted and paid for by the persons or entities holding fee simple title to the Access Area. DOV shall be responsible for conducting all maintenance of the Stormwater Area, provided, however, that One Neck shall be responsible for a prorata share of all maintenance costs associated with the Stormwater Area, based upon the ratio of square footage comprising the One Neck Lot to the total square footage of the DOV Lot and the One Neck Lot. One Neck shall be responsible, at its sole cost and expense, for conducting all maintenance of the other stormwater areas identified on the One Neck Lot.

4. **Restriction on Development.** Pursuant to the terms of Ordinance No. 2017-O-____, the impervious surface ratio is combined for both the DOV Lot and the One Neck Lot, and no development shall be permitted that would exceed the following: (i) an impervious surface ratio of seventy-two and two-tenths percent (72.2%) on the DOV Lot (open space ratio of at least 27.8%), and (ii) an impervious surface ratio of fifty and nine-tenths percent (50.9%) on the One Neck Lot (open space ratio of at least 49.1%). Neither DOV nor One Neck shall exceed the

foregoing impervious surface ratios without the written consent of the other owner and without first obtaining approvals from any governmental or private organization with jurisdiction over the development.

5. **Original Easement Agreement.** This Agreement supersedes and replaces the Original Easement Agreement. Contemporaneously with the execution of this Agreement, DOV and One Neck shall execute and record an instrument with the Office of the Register of Deeds for Dane County, Wisconsin, terminating the Original Easement Agreement.

6. **Enforcement.** 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 term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover his, her or its costs, including reasonable attorney fees, from the non-prevailing party.

7. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

b. **Covenants Running with the Land.** All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

c. **Partial Invalidity.** If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. **Amendment.** Except as expressly provided in this Agreement, all amendments to this Agreement shall be valid and enforceable only if signed by all persons or entities holding fee simple title to any portion of the DOV Lot and the One Neck Lot, together with all mortgagees of any portion of the DOV Lot and the One Neck Lot.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

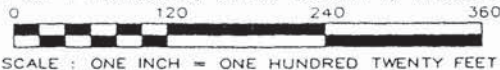
**ONE NECK DATA CENTER HOLDINGS,
LLC**

By: _____
_____, _____

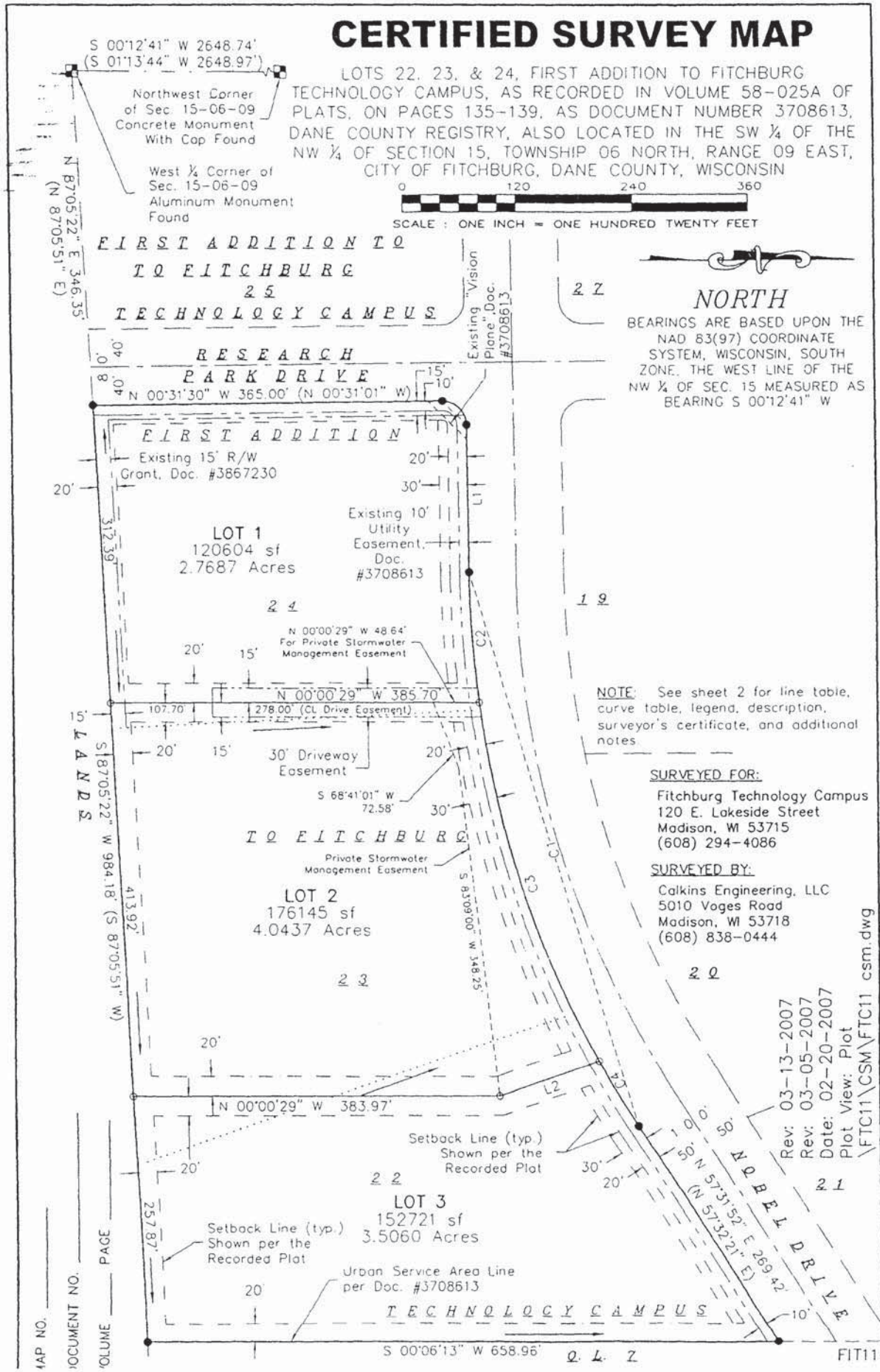
EXHIBIT A

CERTIFIED SURVEY MAP

LOTS 22, 23, & 24, FIRST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS, AS RECORDED IN VOLUME 58-025A OF PLATS, ON PAGES 135-139, AS DOCUMENT NUMBER 3708613, DANE COUNTY REGISTRY, ALSO LOCATED IN THE SW ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



BEARINGS ARE BASED UPON THE NAD 83(97) COORDINATE SYSTEM, WISCONSIN, SOUTH ZONE. THE WEST LINE OF THE NW ¼ OF SEC. 15 MEASURED AS BEARING S 00°12'41" W



NOTE: See sheet 2 for line table, curve table, legend, description, surveyor's certificate, and additional notes.

SURVEYED FOR:

Fitchburg Technology Campus
120 E. Lakeside Street
Madison, WI 53715
(608) 294-4086

SURVEYED BY:

Calkins Engineering, LLC
5010 Voges Road
Madison, WI 53718
(608) 838-0444

Rev: 03-13-2007
Rev: 03-05-2007
Date: 02-20-2007
Plot View: Plot

FTC11\CSM\FTC11 csm.dwg

MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

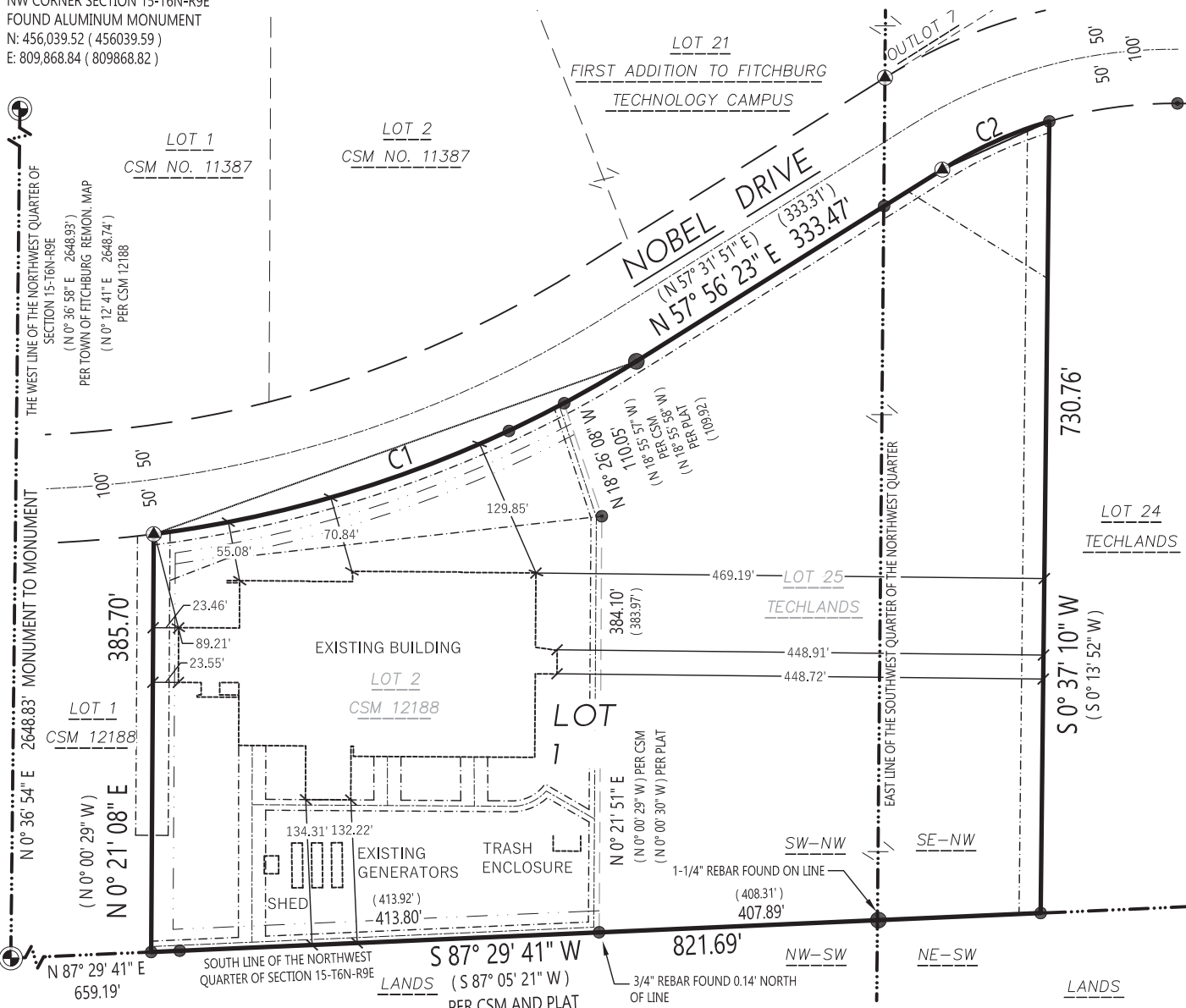
S 00°06'13" W 658.96' Q. L. Z FIT111

EXHIBIT B

CERTIFIED SURVEY MAP NO. _____

CONSOLIDATION OF LOT 2, CERTIFIED SURVEY MAP NO. 12188, RECORDED ON JUNE 29, 2007 IN VOLUME 75 OF CERTIFIED SURVEY MAPS, ON PAGES 168-170, AS DOCUMENT NO. 4328586 AND LOT 25, TECHLANDS, RECORDED JULY 11TH, 2014 IN VOLUME 60-028A OF PLATS ON PAGES 144-145, AS DOCUMENT NO. 5083285, BEING A PART OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 15, TOWN 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

NW CORNER SECTION 15-T6N-R9E
FOUND ALUMINUM MONUMENT
N: 456,039.52 (456039.59)
E: 809,868.84 (809868.82)



W 1/4 CORNER SECTION 15-T6N-R9E
FOUND DANE COUNTY ALUMINUM MONUMENT
N: 453,390.84 (453,390.81)
E: 809,840.40 (809,840.34)

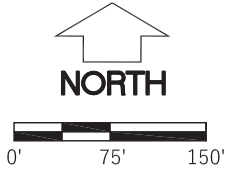
CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	476.72'	1105.00'	24° 43' 06"	N 70° 17' 56" E	473.03'	MID CURVE	N 57° 56' 23" E
C2	108.39'	400.00'	15° 31' 30"	N 65° 42' 08" E	108.05'	N 57° 56' 23" E	MID CURVE
()	(108.32')		(15° 30' 58")	(N 65° 17' 20" E)	(107.99')		

LEGEND

- SECTION CORNER FOUND
- 3/4" REBAR FOUND
- 1-1/4" REBAR FOUND
- SURVEY NAIL FOUND
- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- CHORD LINE
- SECTION LINE
- PLATTED LINE
- EXISTING EASEMENT LINE
- VISION CORNER LINE
- EXISTING BUILDING/STRUCT.
- (XXX) RECORDED INFORMATION

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF DECEMBER 12TH AND 19TH, 2016 AND FEBRUARY 14, 2017.
2. NORTH REFERENCE FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, NAD 83 (2011) WISCRS DANE, GRID NORTH. THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15 BEARS N 00° 36' 54" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEETS 2 AND 3 OF 4 FOR EASEMENT DETAILS AND NOTES
5. LOT 1 CONTAINS 434,387 SQUARE FEET OR 9.97 ACRES



	PREPARED BY:	PREPARED FOR:	SURVEYED BY:	VOL. _____ PAGE _____
	312 EAST MAIN STREET MOUNT HOREB, WI 53572 www.wyserengineering.com	ONENECK IT SOLUTIONS 10290 W 70TH ST. EDEN PRAIRIE, MN 55344	JWS	PROJECT NO: 16-0362
			JWS	SHEET NO: 1 of 4
			JWS	DOC. NO. _____ C.S.M. NO. _____

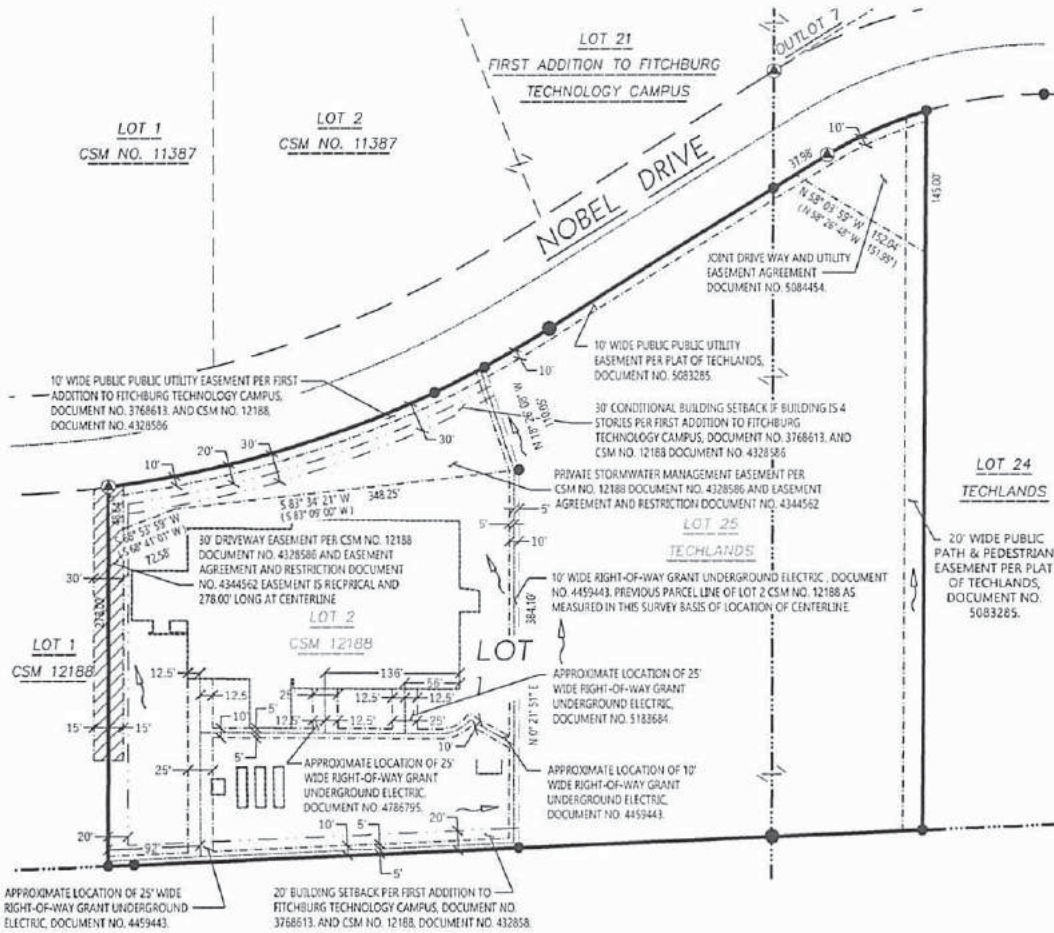
File: W:\2016\160362_Invision - OneNeck IT Solutions\dwg\160362_Nobel_Drive_CSM.dwg Layout: CSM 1 OF 4 User: Wade Plotted: May 18, 2017 12:20pm

EXHIBIT D

CERTIFIED SURVEY MAP NO. _____

CONSOLIDATION OF LOT 2, CERTIFIED SURVEY MAP NO. 12188, RECORDED ON JUNE 29, 2007 IN VOLUME 75 OF CERTIFIED SURVEY MAPS, ON PAGES 168-170, AS DOCUMENT NO. 4328586 AND LOT 25, TECHLANDS, RECORDED JULY 11TH, 2014 IN VOLUME 60-028A OF PLATS ON PAGES 144-145, AS DOCUMENT NO. 5083285, BEING A PART OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 15, TOWN 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

EASEMENT DETAIL



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LEGEND

- CSM BOUNDARY
- - - RIGHT-OF-WAY LINE
- - - CENTERLINE
- - - SECTION LINE
- - - PLATTED LINE
- - - EXISTING EASEMENT LINE
- - - SETBACK LINE
- - - EXISTING STRUCTURE
- - - DRAINAGE ARROW
- () RECORDED AS

NOTES:

1. LOCATIONS FOR THE RIGHT-OF-WAY GRANTS FOR UNDERGROUND ELECTRIC SHOWN HEREON IN DOCUMENT NOS. 4459443, 4786795 AND 5183684 HAVE BEEN APPROXIMATED FOR THE PORTIONS NOT RUNNING PARALLEL WITH PREVIOUSLY ESTABLISHED PARCEL LINES. LOCATIONS OF CENTERLINE WERE APPROXIMATED FROM EXISTING BUILDING, UTILITY INSTALLS AND ROUGH DIMENSIONS GIVEN.
2. THE EASTERLY 20' BUILDING SETBACK PER FIRST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS, DOCUMENT NO. 3768613, AND CSM NO. 12188, DOCUMENT NO. 432858, WAS NOT SHOWN AS THE PARCEL DIVISION BEING ELIMINATED WITH THIS CSM.
3. SEE SHEET 3 OF 4 FOR ADDITIONAL EASEMENT AND TITLE NOTES



	PREPARED BY: 312 EAST MAIN STREET MOUNT HOREB, WI 53572 www.wysereengineering.com	PREPARED FOR: ONENECK IT SOLUTIONS 10290 W 70TH ST. EDEN PRAIRIE, MN 55344	SURVEYED BY: JWS DRAWN BY: JWS APPROVED BY: JWS	VOL. _____ PAGE _____ PROJECT NO.: 16-0362 SHEET NO.: 2 of 4	DOC. NO. _____ C.S.M. NO. _____
	WISCONSIN LAND SURVEYOR JULIUS W. SMITH 5-3091 CROSS PLAINS WISCONSIN				

EXHIBIT 1

246.77'

INTENDED EXPANSION AREA SITE DIAGRAM

OneNeck IT SOLUTIONS

a TDS Company

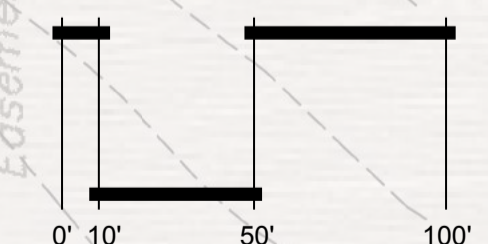
THIS EXHIBIT WILL BE REFERENCED IN THE FOLLOWING APPLICATIONS (OF THE SAME DATE) TO THE CITY OF FITCHBURG, WISCONSIN:

- REZONING APPLICATION (submitted by OneNeck)
- LAND DIVISION APPLICATION (submitted by OneNeck)
- CONDITIONAL USE PERMIT (submitted by Madison Gas and Electric)

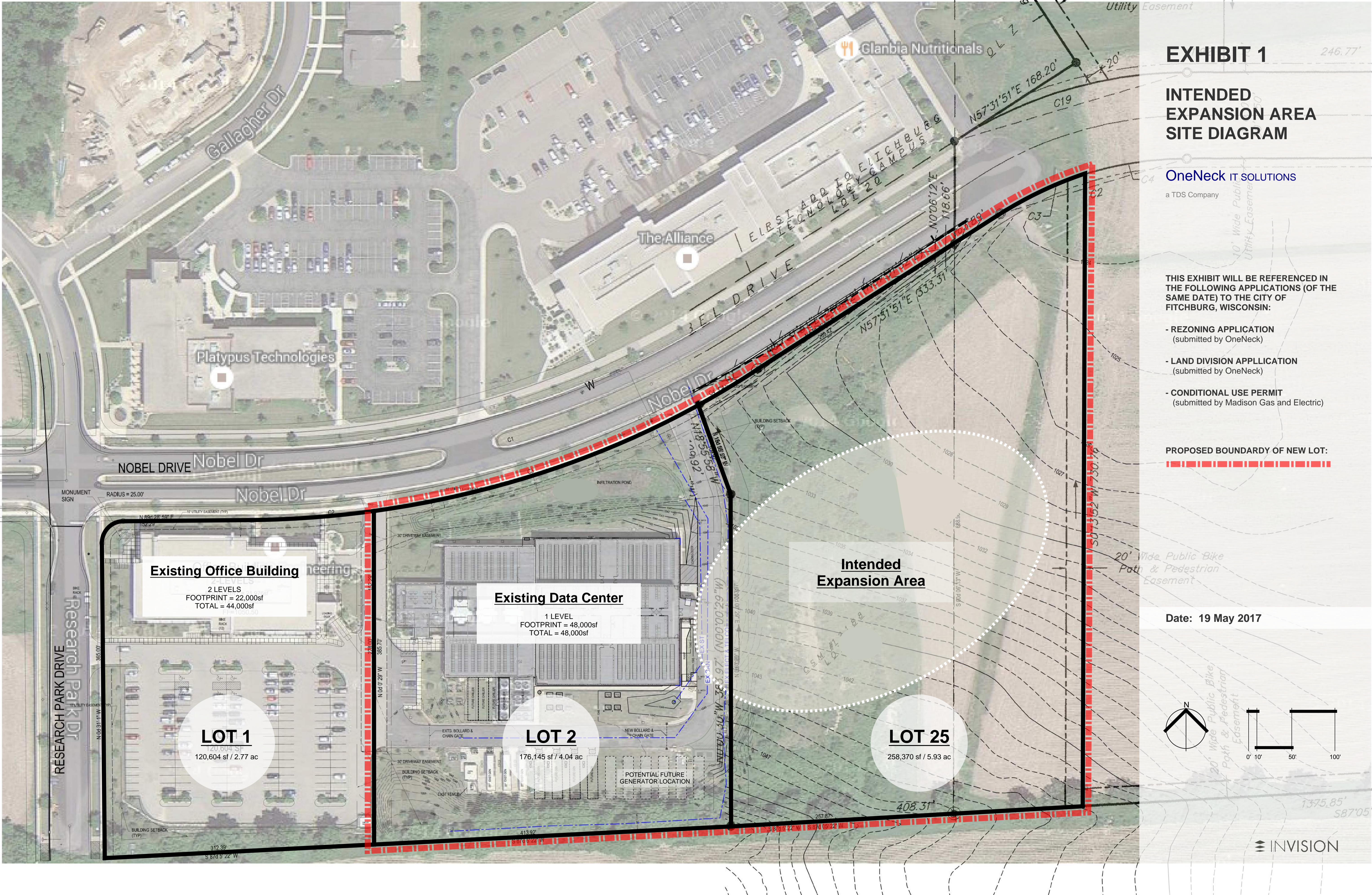
PROPOSED BOUNDARY OF NEW LOT:



Date: 19 May 2017



INVISION



Existing Office Building

2 LEVELS
FOOTPRINT = 22,000sf
TOTAL = 44,000sf

Existing Data Center

1 LEVEL
FOOTPRINT = 48,000sf
TOTAL = 48,000sf

Intended Expansion Area

LOT 1

120,604 SF
120,604 sf / 2.77 ac

LOT 2

176,145 sf / 4.04 ac

LOT 25

258,370 sf / 5.93 ac