

**Orchard Pointe  
Comprehensive  
Development Plan  
Amendment 18**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5894027  
04/04/2023 08:15 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 67**

**\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\***

Return to: Fitchburg City Clerk  
5520 Lacy Road  
Fitchburg, WI 53711

Parcel No:  
225/0609-072-5725-2

**Legal Description:**

Lot Two (2) of Certified Survey Map No. 15267, being a part of Lot Twelve (12) of Orchard Pointe in the Northwest One-quarter (1/4) and the Southwest One-quarter (114) of the Northwest One-quarter (1/4) of Section Seven (7), in Township Six (6) North, Range Nine (9) East, in the City of Fitchburg, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on October 22, 2019 in Volume 109 of Certified Survey Maps, on Pages 32 through 36, as Document No. 5533079.

**Consent of the Property Owner**

Name: Robert M. Shea

Date: 3/21/23

Title: President

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the

above named \_\_\_\_\_ to me known to

be \_\_\_\_\_ of \_\_\_\_\_ and the person  
who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

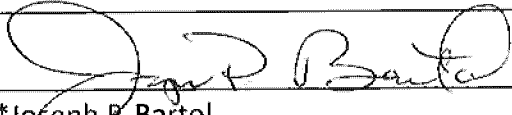
Printed Name of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AUTHENTICATION**

Signature(s) Robert M. Shea

authenticated on 3 April 2023

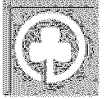
  
\_\_\_\_\_

\*Joseph P. Bartol

TITLE: MEMBER STATE BAR OF WISCONSIN

(if not, \_\_\_\_\_)

authorized by Wis. Stat. § 706.06)



December 14, 2022

**RE: American House Fitchburg  
Comprehensive Development Plan (CDP) Amendment Application  
Orchard Pointe CDP Amendment Eighteen Narrative**

**Introduction and Background**

The Orchard Pointe Comprehensive Development Plan (“CDP”) was adopted by the City of Fitchburg (“City”) in April 2006 after extensive public review and discussion. The CDP established the framework for the commercial development of approximately 120 acres in the area located in the southwest quadrant of the McKee Road and Verona Road intersection.

The CDP addressed various development issues and established parameters for land use, zoning, public improvement, architectural character, traffic circulation, stormwater management and open space preservation.

During the course of discussion on the CDP, the City and the property owners recognized that the scope of development in this area would need to be dynamic and responsive to market changes, consumer expectations and regulatory goals. The CDP further highlighted that uses within the CDP Planning Area were intended to complement each other, rather than compete with one another. To meet its intended purpose as the framework for managing the development within Orchard Pointe, it was agreed that reasonable amendments to the CDP would be necessary.

This proposal is the eighteenth amendment of the CDP and focuses on Lot 2 of the Certified Survey Map No. 15267. This property is currently vacant/undeveloped land.

**Orchard Pointe Chronology**

- Apr 2006 Orchard Pointe Comprehensive Development Plan approved
- Jul 2006 Rezoning of Orchard Pointe approved (Ord # 2006-0-17 and Ord # 2006-0-18).
- Jan 2007 CDP Amendment One – Relating to lands east of Fitchrona Road, the realignment of Hardrock Road (Orchard Pointe 11 Preliminary Plat), and

Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, MN 55415

p: 612-492-4000  
ryancompanies.com



the Rezoning of McKee Road frontage east from Fitchrona Road (Ord # 2007-0- 05).

- Jan 2008 CDP Amendment Two – Relating to uses and open space for Phase One of the Shoppes at Orchard Pointe.
- Jul 2008 CDP Amendment Three – Relating to uses and open space for Phase Two of the Shoppes at Orchard Pointe.
- Sep 2008 CDP Amendment Four – Relating to the gross floor area permitted on Lot 1 of CSM 11969 (UW Credit Union).
- Dec 2008 CDP Amendment Five – Relating to the uses and development of The Shoppes at Orchard Pointe (Lot 3) and amendment of the land uses allowed on Lot 8.
- Oct 2009 CDP Amendment Six – Relating to the uses and development of Lots 3, 4, 6, and 8.
- Mar 2011 CDP Amendment Seven – Relating to zoning and conditional uses on Lot 6 and revising the site plan pertaining to Lots 3, 4, and 6.
- Jul 2011-Mar 2012 CDP Amendment Eight – Relating to changing the land use on Lot 1 from restaurant to a bank with drive -thru lanes and specialty retail center uses. This proposed amendment was denied by the City Plan Commission in order to maintain the opportunity for a restaurant use to be developed.
- Fall 2011 CDP Amendment Nine – Relating to developing the HyVee Grocery Store on Lot 5.
- Fall 2012-Apr 2013 CDP Amendment Ten – Relating to revising the permitted use on Lot 1 to allow Specialty Retail Center in place of the single restaurant use restriction.
- Jul 2013 CDP Amendment Eleven – Relating to increasing permitted residential densities to enable the development of an apartment complex on Lot 14.
- Jan 2016 CDP Amendment Twelve – Relating to revising the uses permitted on Lot 9 to allow the development of the Staybridge Suites Hotel.
- Jun 2017 CDP Amendment Thirteen – Relating to revising the use and gross floor area permitted on Lot 8 to allow for the development of a Freshii restaurant and buildout of additional retail space.
- Nov 2018 CDP Amendment Fourteen – Relating to revising the uses permitted on Lot 10 to allow for the development of a residential apartment complex.
- Jan 2019 CDP Amendment Fifteen – Related to a 130 unit independent senior living facility on Lot 12 of Orchard Pointe
- Mar 2019 CDP Amendment Sixteen – Related to splitting Lot 1 of CSM 10317 into 3 lots



May 2021

CDP Amendment Seventeen – Related to splitting Lot 1 of CSM 10317 into 2 lots

### **Land Use and Zoning**

We are proposing to further amend the CDP land use plan and zoning district designation for Lot 2 of Certified Survey Map No. 15267 to permit the development of a senior living community, as generally depicted on the site plan included in this application.

The proposed development will be compatible with adjacent and nearby uses and will be a complementary addition in terms of both operation and architecture with the existing uses within Orchard Pointe development.

The proposed development will require a re-zoning from B-H (Highway Business) to Planned Development District with an approved use of High Density Residential (HDR) on the site.

### **Project Description**

The project generally consists of 109 units, within a connected 2-story memory care building and a 3-story assisted living building, creating a senior living community with site improvements that include surface parking areas, utilities, stormwater management and landscaping.

The proposed business will consist of an assisted living, and memory care community that will include multiple dining venues, club room, gathering spaces, activity rooms, and fitness/spa/salon area. Hours of operation for the business will be 24 hours a day 7 days a week and will be staffed over three shifts.

### **Project Benefit**

This development is intended to be a community asset. From a market perspective, our research shows that the Fitchburg market is undersupplied for senior housing. From a land use perspective, we feel senior living is a perfect fit for this site. Senior housing is a low-impact and quiet use – this is a win-win for taxpayers and the neighbors nearby. Our marketing plan also relies heavily on high visibility and easy access. We achieve both of those here. Additionally, residents of our projects love feeling connected to the community, so the project's proximity to retail is highly synergistic. Furthermore, the site is conveniently located for staff and adult children of our residents, who frequently use the retail and community amenities nearby.

Additionally, the Quarry Ridge independent living community located next door is a strong complement to this development, providing a campus-like setting for seniors. The close proximity will also allow residents of Quarry Ridge requiring a higher level of care to move across the parking lot and maintain their relationships and familiarity with the area.

### **Site Access**

We are proposing three points of vehicular access along the existing shared private drive that connects to Fitchrona Road. An additional access is proposed at the northeast property corner that connects to the southeastern-most portion of the Target site located at the Fitchrona Road/Limestone Lane intersection.



Pedestrian circulation will be provided throughout the site connecting the community to the public right of way.

### **Traffic**

The construction of the proposed American House Fitchburg Senior Living development is not expected to generate more traffic than the previously approved volumes, prior to Amendment 15 of the CDP. Furthermore, the proposed project is anticipated to be in compliance with the approved CDP prior to Amendment 15, as well as Amendment 15 of the CDP.

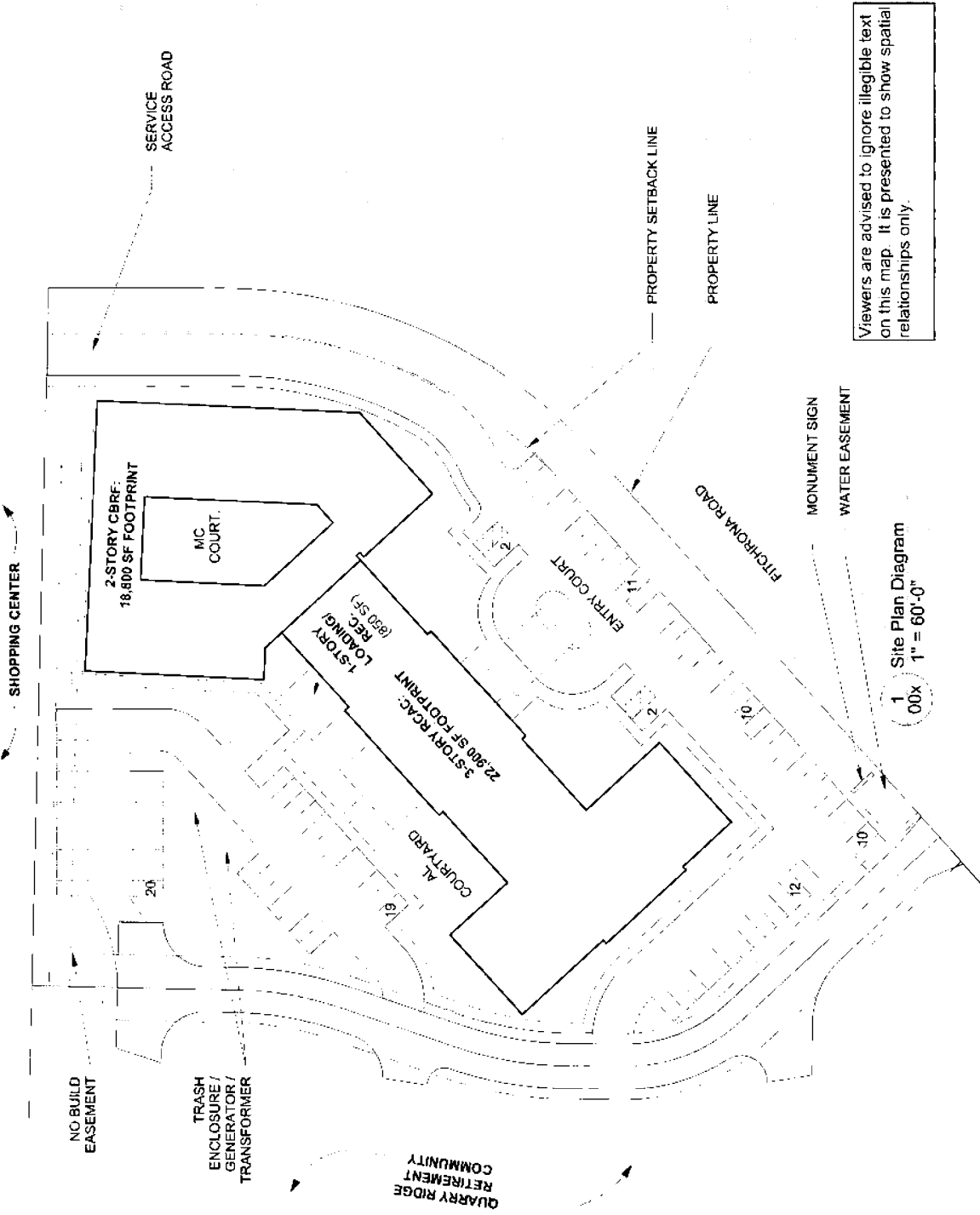
### **Off-Street Parking Demand**

Typically, assisted living and memory care residents do not bring cars to the development. The balance of the parking demand is derived from employees and family/visitors which is spread over various time periods. We typically park around 0.75 stalls/unit. For this project the parking demand would be estimated at 86 stalls for 109 units.

### **Stormwater Management**

Stormwater will be managed by a combination of off-site (regional pond) and on-site facilities and will conform with applicable State, County, City, and DNR requirements. The on-site stormwater management system may consist of surface detention/retention areas and/or underground type facilities. Detailed information and design will be provided with subsequent applications for review and approval.

CONCEPT SITE PLAN



Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.

1  
00x  
1" = 60'-0"

<b>01/06 SITE METRICS</b>	
3-STORY RCAC BUILDING:	68,700 SF
2-STORY CBRF BUILDING:	37,600 SF
1-STORY LOADING / BOH:	850 SF
TOTAL GSF:	107,150 SF
GSF AT TEST FIT:	104,000 SF
TARGET RSF:	67,600 SF
TOTAL NUMBER OF UNITS:	109
MC UNITS:	28
AL UNITS:	81
PARKING STALL COUNT:	86 STALLS
TARGET:	86 STALLS
CONSTRUCTION TYPES:	
RCAC:	VA
CBRF:	IIA
ASSUMED PATIO SF:	8,000 SF
LOT COVERAGE:	33%

## MEMORANDUM

To: City of Fitchburg

From: Alex Cowan, PE, PTOE (Ayres Associates)

Date: January 6, 2023 Project No.: 49-0745.00

Re: Fitchburg Senior Living Traffic Compliance Letter

### Background

Ryan A+E, Inc. is currently designing the proposed Fitchburg Senior Living development for construction. The Fitchburg Senior Living development is planned to be built on Lot 12B of the Orchard Pointe development, located at the southwest corner of the intersection between Fitchrona Road and Limestone Lane, in the City of Fitchburg, Wisconsin. The development location is shown in **Figure 1**.

The original Orchard Pointe Comprehensive Development Plan (CDP) was adopted by the City of Fitchburg in April 2006. This CDP established a proposed masterplan for the development of the area south of McKee Road and west of Highway 18, approximately 120 acres in size. Initially, Lot 12 of the development, located at the southwest corner of the intersection between Fitchrona Road and Limestone Road, was anticipated to serve commercial uses, specifically a home improvement store and a specialty retail center.

In February 2019, the City of Fitchburg approved CDP Amendment 15, which permitted the rezoning of Lot 12 from a commercial use to a high-density residential use. Amendment 15 also detailed the development of the Resort Lifestyle Community, an independent living community for senior residents, on the western portion of Lot 12, referred to as Lot 12A. Excerpts from Amendment 15 of the CDP are included in **Attachment 1**.

**Figure 1 – Project Location**

Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.



*\*Aerial imagery based on Google Earth, July 2022 aerial mapping*



The purpose of this Traffic Compliance Letter is to perform a trip generation analysis for the Fitchburg Senior Living development and verify that the expected trips generated by the proposed development do not exceed the CDP Amendment 15 trip generation analysis update, approved in February 2019.

### Trip Generation Analysis

The proposed Fitchburg Senior Living development consists of a 107,150 total square foot, multi-story building, built on a 3.85-acre lot, Lot 12B. The building is expected to be composed of 109 total dwelling units, with 81 assisted living units, and 28 memory care units. The development is also expected to include two parking lots, providing a total of 86 surface parking spaces. Access to the development would utilize the two existing full access points along Fitchrona Road, one at Limestone Lane, and the other south of Limestone Lane. The proposed site plan is included in **Attachment 2**.

A trip generation analysis was conducted for the proposed Fitchburg Senior Living development, utilizing the methodology documented in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition. As described by ITE, the Trip Generation Manual contains text, tables, data plots, and statistics that describe the state-of-the-practice understanding of the relationship between walk, bicycle, transit, motor vehicle, and truck trip generation and characteristics associated with an individual development site or land use. The trip generation manual provides three methods for estimating trips at proposed developments: a data plot, a weighted trip generation rate, or a regression equation. Along with the weighted trip generation rate, a standard deviation value is also provided to indicate how widely dispersed the data points are around the calculated average.

Land Use 254, Assisted Living, was selected as the land use that best represented the proposed Fitchburg Senior Living development. Three independent variables are available for estimating trips associated with this land use: number of beds, gross floor area, and number of employees. The number of beds was selected as the preferred variable for the trip generation analysis. The number of employees variable was not utilized, as this variable is not a physical site characteristic, which makes it less desirable to use, and the number of employees is currently not known and would have to be estimated. The gross floor area could have been utilized as the standard deviation values did not exceed 55% of the weighted average rate for the analysis time periods in question; however, the number of beds was selected as it was deemed the variable more closely related to the occupancy and trips associated with the development. In addition, the number of beds variable had significantly more data available when compared to the other variables, which could lead to a higher level of confidence in the trip generation estimate results.

Considering that the approved CDP prior to Amendment 15, and Amendment 15 of the CDP, only analyzed the weekday daily, and weekday PM peak hour time periods, the trip generation analysis for the Fitchburg Senior Living development analyzed the same time periods. The Fitchburg Senior Living development is expected to generate 283 daily weekday trips, and 36 trips during the weekday PM peak hour. The Fitchburg Senior Living development trip generation analysis results are summarized in **Table 1**. The trip generation land use description and data plots are included in **Attachment 3**.

**Table 1 – Fitchburg Senior Living Development Trip Generation Summary**

Land Use Type	11th Ed ITE Land Use Code	Size	Units	Time Period									
				Weekday Daily					Weekday PM Peak Hour				
				Avg Rate	Std Dev	In	Out	Total	Avg Rate	Std Dev	In	Out	Total
Assisted Living	254	109	Beds	2.60	-	50%	50%	283	0.33	0.1	45%	55%	36
						142	141	283			16	20	36
<b>Total</b>						142	141	283			16	20	36

## Trip Generation Comparison

The original Orchard Pointe CDP was adopted by the City of Fitchburg in April 2006. Prior to Amendment 15 of the CDP, Lot 12 of the development was anticipated to consist of an 80,000 square foot home improvement store and 8,000 square feet of specialty retail. Lot 12 of the development was expected to generate approximately 2,739 trips on an average weekday, with 218 trips during the weekday PM peak hour. The approved trip generation results, prior to Amendment 15 of the CDP, are summarized in **Table 2**.

**Table 2 – Orchard Pointe CDP Trip Generation Summary, Prior to Amendment 15**

Orchard Pointe Lot No.	Land Use Type	Prev. ITE Land Use Code	Size	Units	Time Period				
					Weekday Daily		Weekday PM Peak Hour		
					Rate	Total	Rate	Total	
12A	Home Improvement Store	862	80	1,000 SF	29.80	2,384	2.45	196	
12B	Specialty Retail Center (Small Shops)	814	8	1,000 SF	44.32	355	2.71	22	
<b>Total</b>							<b>2,739</b>		<b>218</b>

Amendment 15 of the CDP, excerpts included in **Attachment 1**, was approved in February 2019. The amendment proposed the development of the Resort Lifestyle Community, an independent living community for senior residents, on Lot 12A. The proposed Resort Lifestyle Community consisted of a 180,000 gross square foot, multistory building, composed of 130 dwelling units.

As part of the amendment, the trip generation estimate was updated for Lot 12A. The 2019 estimate utilized the rates documented in the ITE Trip Generation Manual, 10<sup>th</sup> Edition, as well as field collected trip generation data from two similar developments. Ultimately, the rates based on field collected trip generation data were utilized for the trip generation comparison conducted in Amendment 15.

Based on the 2019 analysis, Lot 12A of the development was expected to generate approximately 369 trips on an average weekday, with 26 trips during the weekday PM peak hour. The updated estimate indicated that Lot 12 would generate 2,015 fewer average weekday trips, with 170 fewer weekday PM peak hour trips, than previously approved prior to Amendment 15 of the CDP. The approved trip generation results, from Amendment 15 of the CDP, are summarized in **Table 3**.

**Table 3 – Orchard Pointe CDP Trip Generation Summary, Amendment 15**

Orchard Pointe Lot No.	Land Use Type	Prev. ITE Land Use Code	Size	Units	Time Period				
					Weekday Daily		Weekday PM Peak Hour		
					Rate	Total	Rate	Total	
12A	Resort Lifestyle Community	N/A	130	DU	2.84	369	0.20	26	
12B	Specialty Retail Center (Small Shops)	814	8	1,000 SF	44.32	355	2.71	22	
Excess Trips from Original Approved Trip Generation Analysis		N/A	N/A	N/A	N/A	2,015	N/A	170	
<b>Total</b>							<b>2,739</b>		<b>218</b>

The number of trips expected to be generated by the Fitchburg Senior Living development are within the volume limits set by the total number of trips previously expected to be generated by Lot 12 of the Orchard Pointe development. The final development of Lot 12 comprising of the Resort Lifestyle Community (Lot 12A) and the Fitchburg Senior Living (Lot 12B), is expected to generate 2,087 fewer average weekday trips, with 156 fewer weekday PM peak hour trips, than previously approved, prior to Amendment 15 of the CDP. The comparison between the expected trips for the Lot 12 of the Orchard Pointe development is summarized in **Table 4**.

**Table 4 – Trip Generation Comparison Summary**

Orchard Pointe Lot No.	Land Use Type	Time Period					
		Weekday Daily			PM Peak Generation		
		In	Out	Total	In	Out	Total
12	Home Improvement Store & Specialty Retail Center (Small Shops)	N/A	N/A	2,739	N/A	N/A	218
12A	Resort Lifestyle Community	N/A	N/A	369	N/A	N/A	26
12B	Assisted Living	142	141	283	16	20	36
<b>Remaining Allowable Trips</b>				<b>2,086</b>			<b>156</b>

## Conclusion

Based on the results of this trip generation comparison, the construction of the proposed Fitchburg Senior Living development is not expected to generate more traffic than the previously approved volumes, prior to Amendment 15 of the CDP.

The Fitchburg Senior Living Development is expected to be in compliance with the approved CDP prior to Amendment 15, as well as Amendment 15 of the CDP. The potential traffic impacts associated with the Fitchburg Senior Living development are expected to have been addressed by the previously approved CDP.



**Attachment 1 – Excerpts from 2019 Approved Orchard Pointe CDP  
Amendment 15**

would already be generated from their existing residences in Fitchburg. Furthermore, Resort Lifestyle Communities include numerous senior-friendly design features (e.g., shower seats, lower shelving height, prevalent grab bars) intended to minimize the occurrence of medical incidents and the presence of live-in managers at all Resort Lifestyle Communities has the effect of reducing unnecessary emergency-service calls.

**TRAFFIC IMPACT**

The original CDP (See Amendment 13) contemplated an 80,000 square-foot Home Improvement Store and 8,000 square feet of Specialty Retail on Lot 12. The projected trip generation for the original CDP was prepared based on the criteria set forth in the ITE Trip Generation Manual. The trip summary for these land uses is depicted in **Table 1**.

	Land Use Type	ITE Code	Size	Units	Trip Generation			
					Daily Rate	Daily Trips	PM Rate	PM Trips
OP-12 Under Previously Approved CDP (Amendment 13)	Home Improvement Store	862	80,000	SF	29.80	2,384	2.45	196
	Specialty Retail Center (small shops)	814	8,000	SF	44.32	355	2.71	22
	TOTAL				--	2,739	--	218

**Table 1.** Projected Trip Generation for the Original Lot 12 CDP Land Uses

The proposed traffic impact change to the CDP consists of replacing the Home Improvement Store (LU 862) with a Resort Lifestyle Community containing 130 dwelling units. ITE Land Use 252, Senior Adult Housing - Attached, was utilized to determine the projected trips for the proposed Resort Lifestyle Community. The projected trip generation for the new proposed CDP land use, based on ITE data for Senior Adult Housing - Attached, is depicted in **Table 2** and shows a significant reduction in daily trip generation when compared with the current projected trip generation depicted in **Table 1**, as detailed below.

	Land Use Type	ITE Code	Size	Units	Trip Generation			
					Daily Rate	Daily Trips	PM Rate	PM Trips
Proposed OP-12 Resort Lifestyle Communities (Rates from ITE Trip Generation, 10th Edition)	Senior Adult Housing - Attached	252	130	D.U.	3.70	481	0.26	34
	Specialty Retail Center (small shops)	814	8,000	SF	44.32	355	2.71	22
	TOTAL				--	836	--	56

**Table 2.** Projected Trip Generation for the Proposed Lot 12 CDP Land Uses

A Resort Lifestyle Community offers a broader range of in-house amenities than standard senior adult housing facilities, including full dining and concierge services. These amenities reduce the need to travel off-site, thereby reducing the external trip generation from the site. Therefore, a trip generation assessment was completed at two existing, fully occupied Resort Lifestyle Communities in order to determine average trip generation rates specifically for these

communities. The trip generation assessment is included as an attachment to this application. The projected trip generation for the proposed Resort Lifestyle Community on Lot 12 based upon the rate from the attached trip generation assessment is depicted in **Table 3** and shows a further reduction in daily trip generation when compared with the project trip generation depicted in **Table 1** and **Table 2**, as detailed below.

	Land Use Type	ITE Code	Size	Units	Trip Generation			
					Daily Rate	Daily Trips	PM Rate	PM Trips
Proposed OP-12 Resort Lifestyle Communities (Rates from Trip Generation Assessment)	Resort Lifestyle Community	**	130	D.U.	2.84	369	0.20	26
	Specialty Retail Center (small shops)	814	8,000	SF	44.32	355	2.71	22
	<b>TOTAL</b>				--	<b>724</b>	--	<b>48</b>

\*\* Trip Generation developed based on actual data and analysis specifically for this land use (see attached assessment).

**Table 3. Projected Trip Generation for the Proposed Lot 12 CDP Land Uses**

In order to determine the traffic impact from the proposed change to the CDP, it is necessary to compare the projected trips from the original CDP with the trips the proposed use is projected to generate. That comparison is depicted in **Table 4**, using the rate from the trip generation assessment depicted in **Table 3**.

Orchard Pointe Lot 12- Trip Generation Comparison								
	Land Use Type	ITE Code	Size	Units	Trip Generation			
					Daily Rate	Daily Trips	PM Rate	PM Trips
OP-12 Under Previously Approved CDP (Amendment 13)	Home Improvement Store	862 <sup>(1)</sup>	80,000	SF	29.80	2,384	2.45	196
	Specialty Retail Center (small shops)	814 <sup>(1)</sup>	8,000	SF	44.32	355	2.71	22
	<b>TOTAL</b>				--	<b>2,739</b>	--	<b>218</b>
Proposed OP-12 Resort Lifestyle Communities (Rates from Trip Generation Assessment)	Resort Lifestyle Community	N/A <sup>(2)</sup>	130	D.U.	2.84	369	0.20	26
	Specialty Retail Center (small shops)	814 <sup>(1)</sup>	8,000	SF	44.32	355	2.71	22
	<b>TOTAL</b>				--	<b>724</b>	--	<b>48</b>
<b>NET DIFFERENCE</b>						<b>-2,015</b>		<b>-170</b>

**Table 4. Original CDP vs. Proposed CDP Trip Generation Comparison**

The trip generation analysis indicates that the proposed change to the CDP for Lot 12 is projected to generate 2,015 fewer daily trips and 170 fewer PM peak hour trips than the original CDP land use plan for Lot 12. The projected traffic is not expected to produce any noticeable impact to traffic operations on the adjoining street network.

**PARKING**

The CDP as amended currently contemplates 386 parking stalls on Lot 12 – 360 for the Home Improvement Store and 26 for the Specialty Retail. The proposed change to the CDP involves replacing the Home Improvement Store with a Resort Lifestyle Community containing 130 dwelling units.

A parking demand and utilization assessment was performed to determine average parking utilization rates for two existing, fully occupied Resort Lifestyle Communities. The assessment is included as an attachment to this report and concluded that the average demand number of vehicles parked per unit at a fully occupied Resort Lifestyle Community is below 1.0 and should be estimated to be significantly lower, typically 0.63 to 0.74 occupied spaces per unit. The proposed development on Lot 12 includes 150 parking spaces, or 1.15 occupied spaces per unit, which is well in excess of the requirement to meet demand.

The proposed change to the CDP includes 176 total parking spaces on Lot 12 – 150 for the Resort Lifestyle Community and 26 for the Specialty Retail use. This is a reduction of 210 spaces but is more than sufficient to meet minimum parking demand for the proposed uses on Lot 12, as demonstrated in the attached parking demand and utilization assessment and set forth above.

### **LANDSCAPING**

All exterior landscape improvements shall meet the City's minimum required landscape standards and the CDP requirements. The attached plan contemplates the following:

- Street Canopy Trees
  - +/- 6 – 2" Cal. (Min.) Street Trees @ +/- 80' O.C.
  - +/- 477 LF of road frontage
- Parking Lot Canopy Trees
  - +/- 17 – 2.5" Cal. (Min.) at collar at planting
  - Single parking rows - "peninsula" islands applicable if +/- 87 SF minimum
  - Double-sided parking rows – applicable if +/- 175 SF minimum
  - Internal islands – applicable if +/- 25 SF minimum (5'x5' diamond exclusive of curb)
- Parking Island Planting
  - +/- 6,500 SF not to include the Parking Lot Canopy Tree requirements
  - Vegetative ground cover, bark or stone ground cover, or decorative metal grate shall be placed within each parking island
- Perimeter Parking Screening
  - Applicable to the edge of parking lots that are adjacent to public ROWs
  - +/- 100 Deciduous and/or Evergreen Shrubs, 3' Ht. (Min.) with minimum 40-50% Opacity
  - Shrubs to be placed 2' off of sidewalks and walkways





## **Attachment 2 – Fitchburg Senior Living Proposed Site Plan**

CONCEPT SITE PLAN

**01/06 SITE METRICS**

3-STORY RCAC BUILDING: 68,700 SF  
 2-STORY CBRF BUILDING: 37,600 SF  
 1-STORY LOADING / BOH: 850 SF

TOTAL GSF: 107,150 SF  
 GSF AT TEST FIT: 104,000 SF

TARGET RSF: 67,600 SF

TOTAL NUMBER OF UNITS: 109  
 MC UNITS: 28  
 AL UNITS: 81

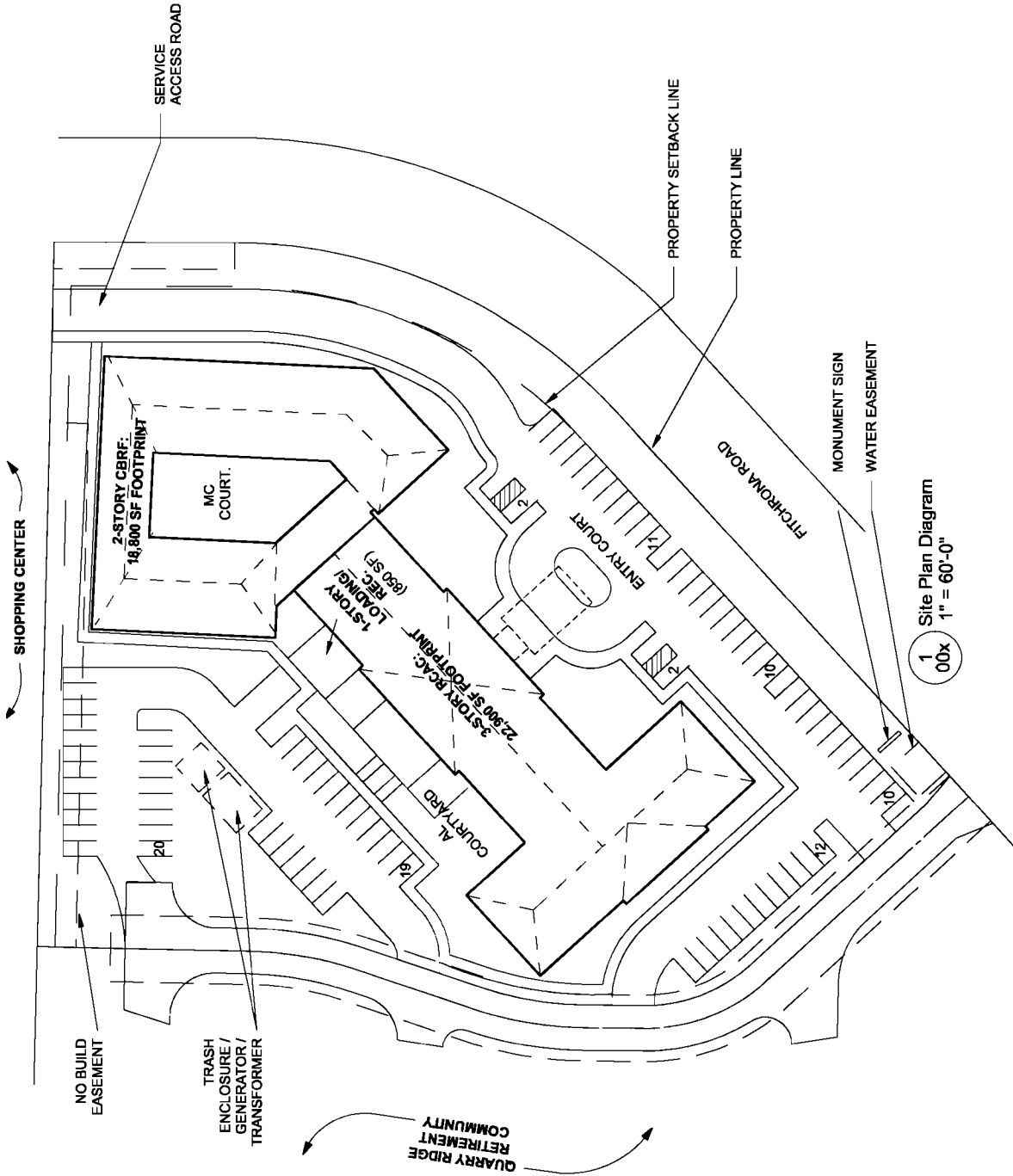
PARKING STALL COUNT: 86 STALLS  
 TARGET: 86 STALLS

CONSTRUCTION TYPES:  
 RCAC: VA  
 CBRF: IIA

ASSUMED PATIO SF: 8,000 SF

LOT COVERAGE: 33%

Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.





## Attachment 3 – Trip Generation Analysis Data

# Land Use: 254

## Assisted Living

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### Description

An assisted living complex is a residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to persons with mental or physical limitations. The typical resident has difficulty managing in an independent living arrangement but does not require nursing home care. Its centralized services typically include dining, housekeeping, social and physical activities, medication administration, and communal transportation.

The complex commonly provides separate living quarters for each resident. Alzheimer's and ALS care are commonly offered at an assisted living facility. Living quarters for these patients may be located separately from the other residents.

Assisted care commonly bridges the gap between independent living and a nursing home. In some areas of the country, an assisted living residence may be called personal care, residential care, or domiciliary care. Staff may be available at an assisted care facility 24 hours a day, but skilled medical care—which is limited in nature—is not required. Congregate care facility (Land Use 253), continuing care retirement community (Land Use 255), and nursing home (Land Use 620) are related uses.

### Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Connecticut, New Jersey, New York, Oregon, Pennsylvania, Tennessee, Texas, and Utah.

### Source Numbers

244, 573, 581, 611, 725, 876, 877, 912, 1016, 1029



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: **Weekday,**

**PM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 16

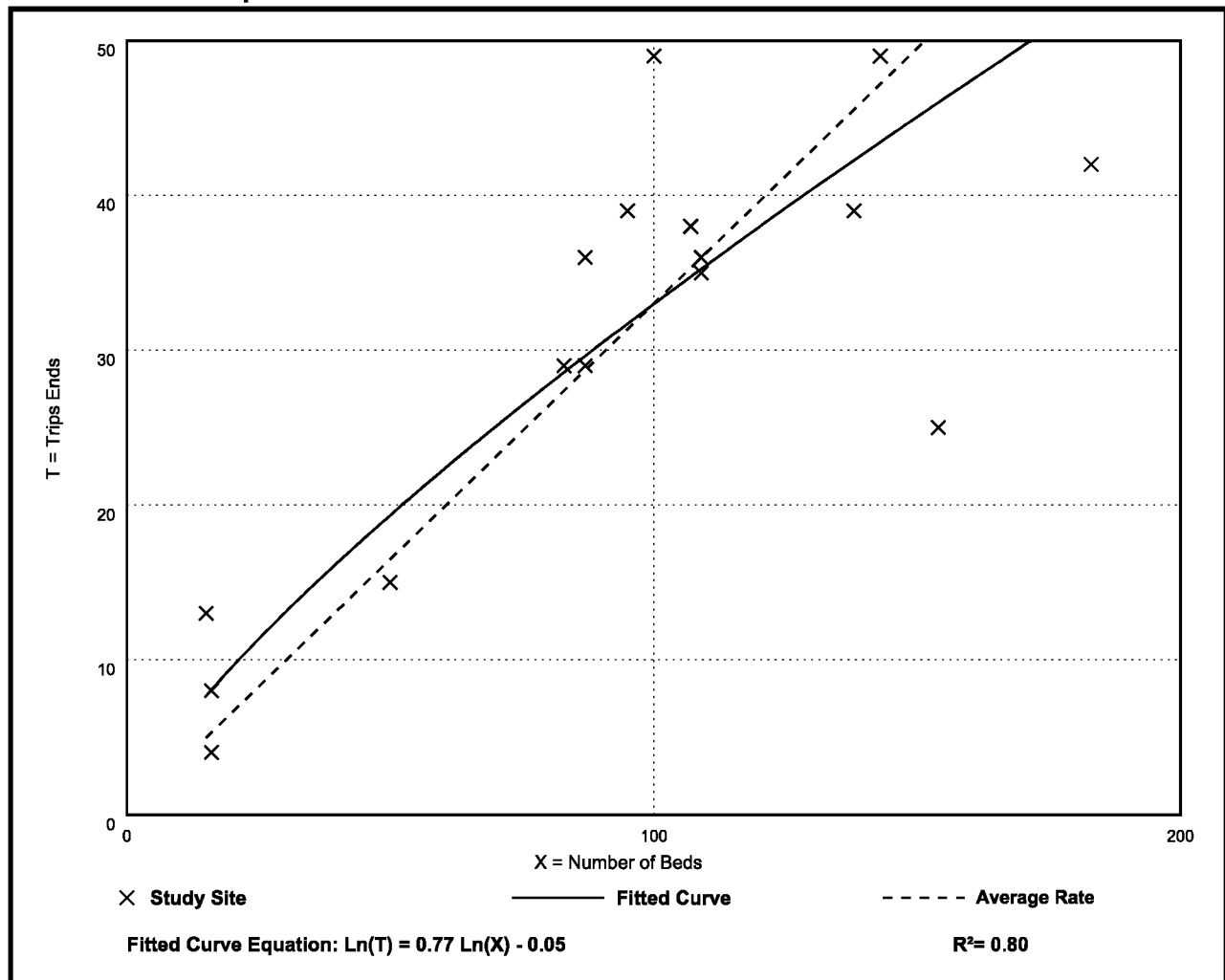
Avg. Num. of Beds: 93

Directional Distribution: 45% entering, 55% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.33	0.16 - 0.87	0.10

### Data Plot and Equation





## Attachment 3 – Trip Generation Analysis Data

# Land Use: 254

## Assisted Living

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### Description

An assisted living complex is a residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to persons with mental or physical limitations. The typical resident has difficulty managing in an independent living arrangement but does not require nursing home care. Its centralized services typically include dining, housekeeping, social and physical activities, medication administration, and communal transportation.

The complex commonly provides separate living quarters for each resident. Alzheimer's and ALS care are commonly offered at an assisted living facility. Living quarters for these patients may be located separately from the other residents.

Assisted care commonly bridges the gap between independent living and a nursing home. In some areas of the country, an assisted living residence may be called personal care, residential care, or domiciliary care. Staff may be available at an assisted care facility 24 hours a day, but skilled medical care—which is limited in nature—is not required. Congregate care facility (Land Use 253), continuing care retirement community (Land Use 255), and nursing home (Land Use 620) are related uses.

### Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Connecticut, New Jersey, New York, Oregon, Pennsylvania, Tennessee, Texas, and Utah.

### Source Numbers

244, 573, 581, 611, 725, 876, 877, 912, 1016, 1029

# Assisted Living (254)

**Vehicle Trip Ends vs: Beds**  
On a: Weekday

**Setting/Location: General Urban/Suburban**

Number of Studies: 2

Avg. Num. of Beds: 135

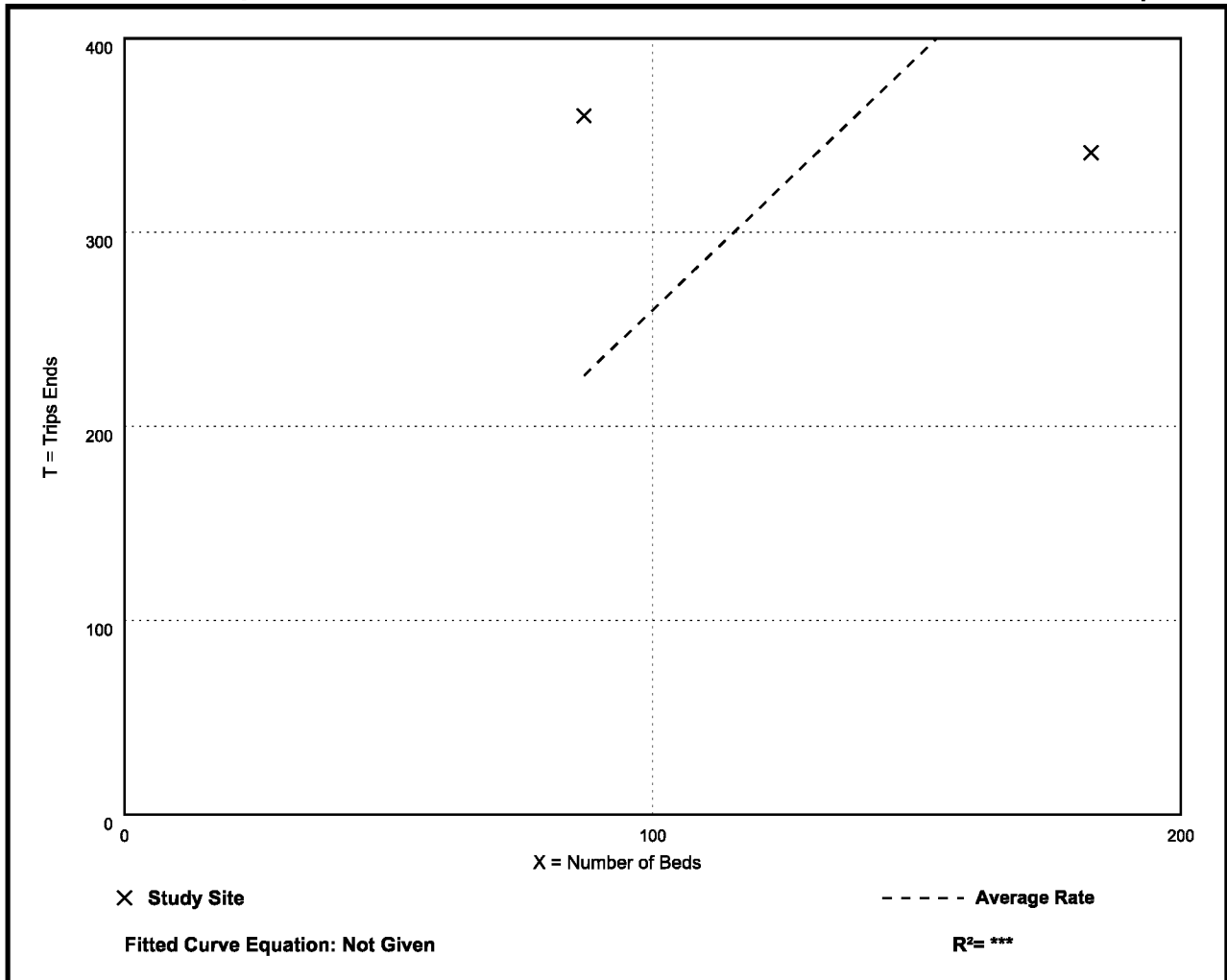
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
2.60	1.86 - 4.14	***

## Data Plot and Equation

*Caution – Small Sample Size*



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

**Setting/Location: General Urban/Suburban**

Number of Studies: 14

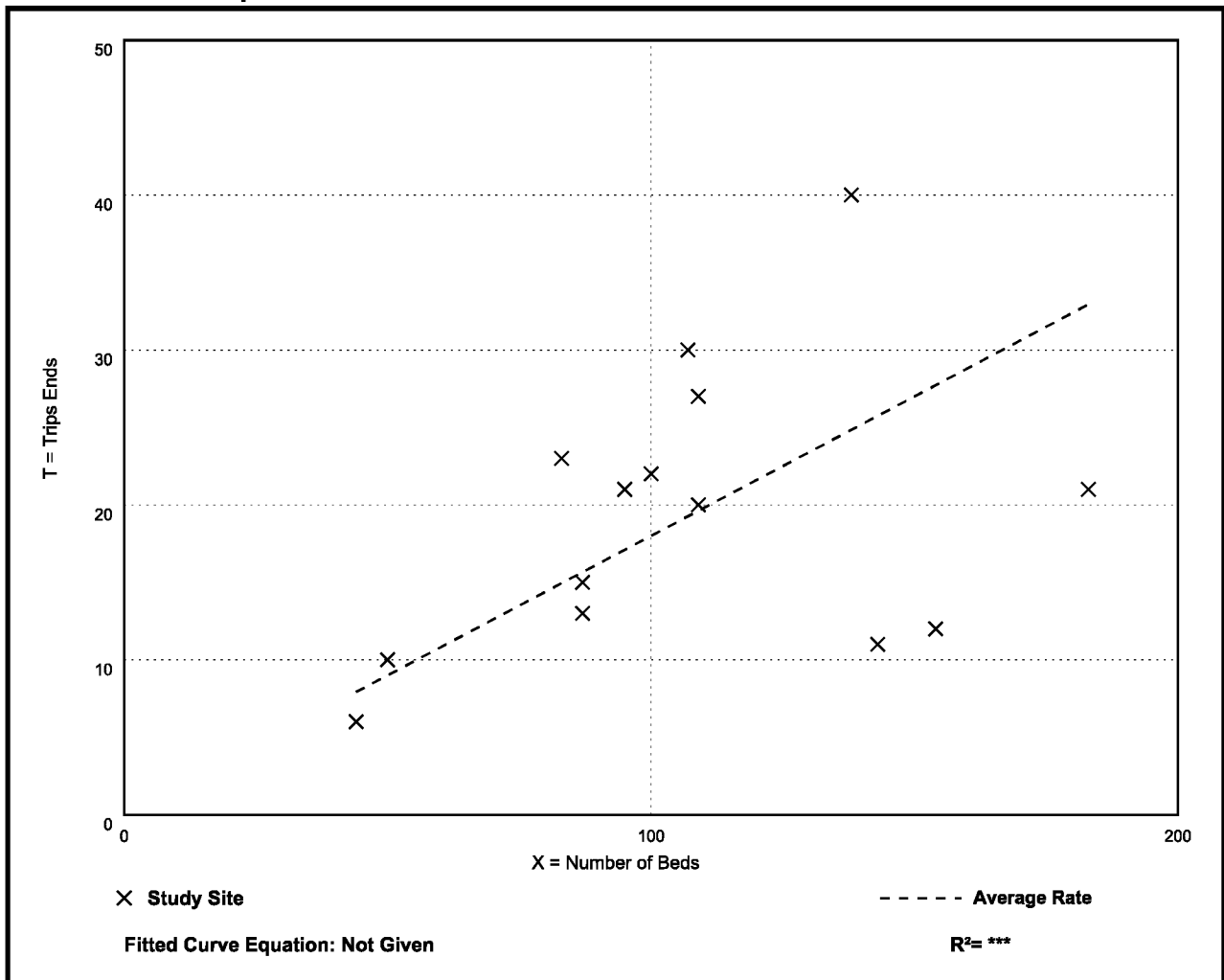
Avg. Num. of Beds: 106

Directional Distribution: 60% entering, 40% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.18	0.08 - 0.29	0.08

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

**Setting/Location: General Urban/Suburban**

Number of Studies: 14

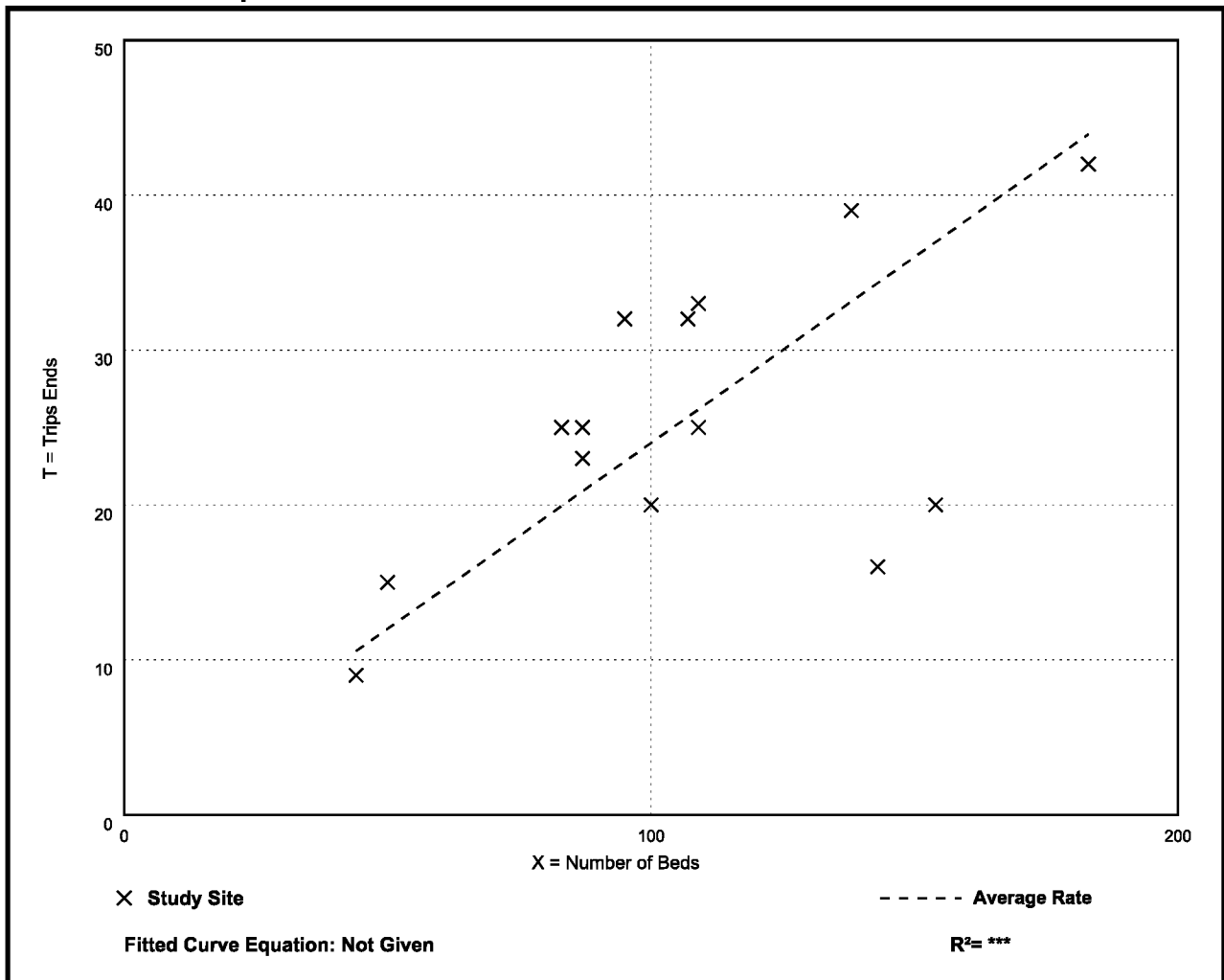
Avg. Num. of Beds: 106

Directional Distribution: 39% entering, 61% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.24	0.11 - 0.34	0.07

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: **Weekday,**

**AM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 12

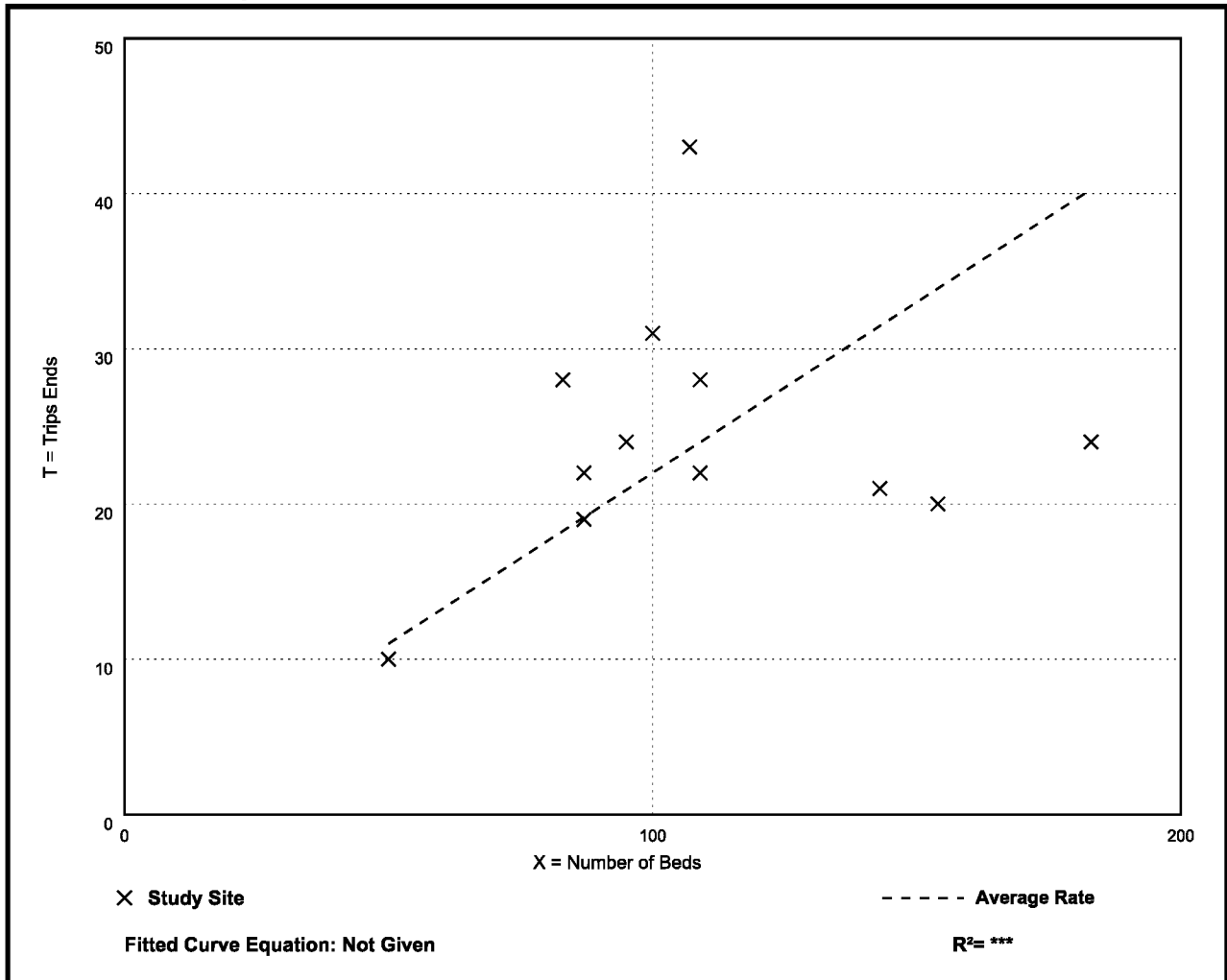
Avg. Num. of Beds: 109

Directional Distribution: 66% entering, 34% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.22	0.13 - 0.40	0.09

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: **Weekday,**

**PM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 16

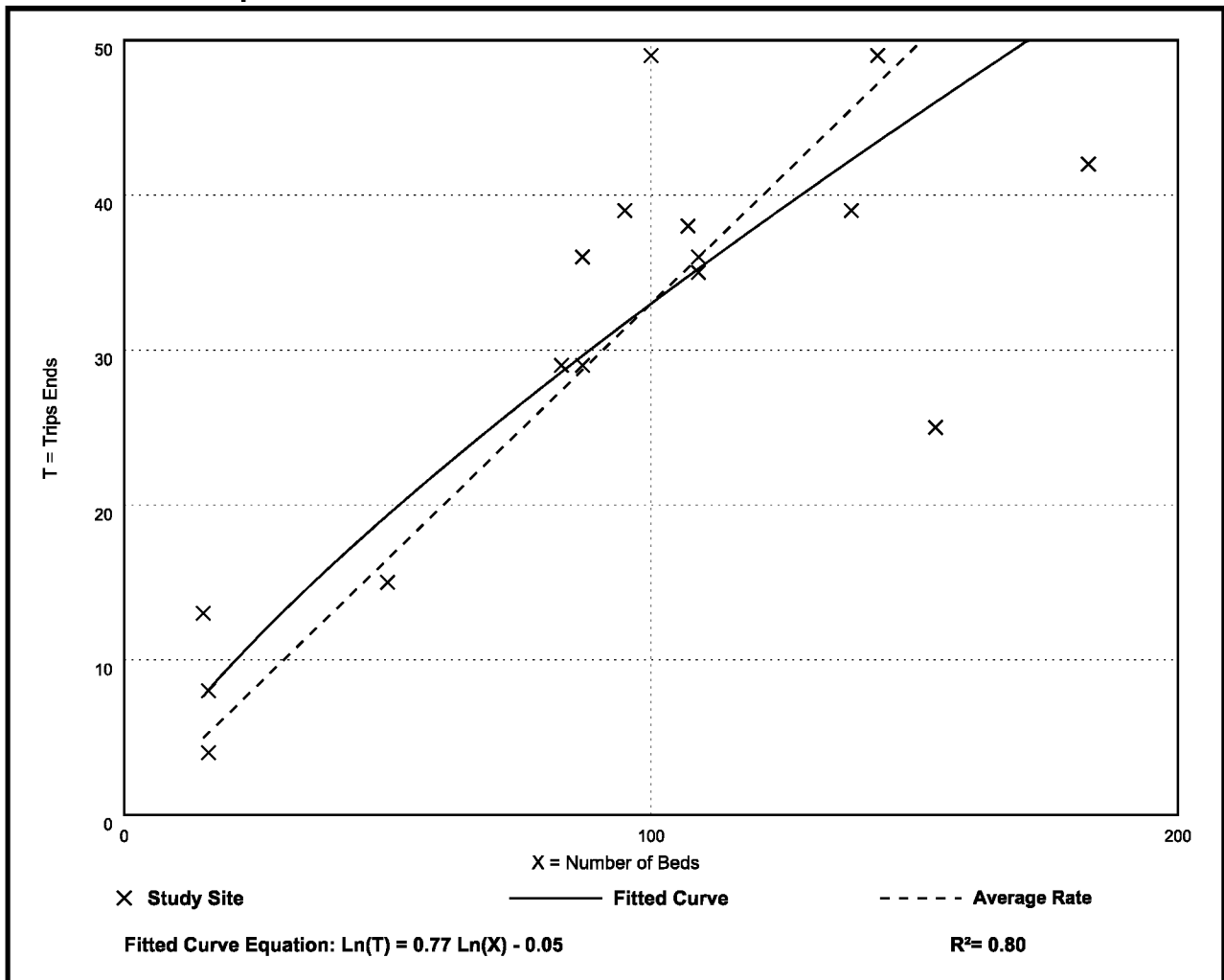
Avg. Num. of Beds: 93

Directional Distribution: 45% entering, 55% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.33	0.16 - 0.87	0.10

### Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: Beds**  
On a: Saturday

**Setting/Location: General Urban/Suburban**

Number of Studies: 1

Avg. Num. of Beds: 87

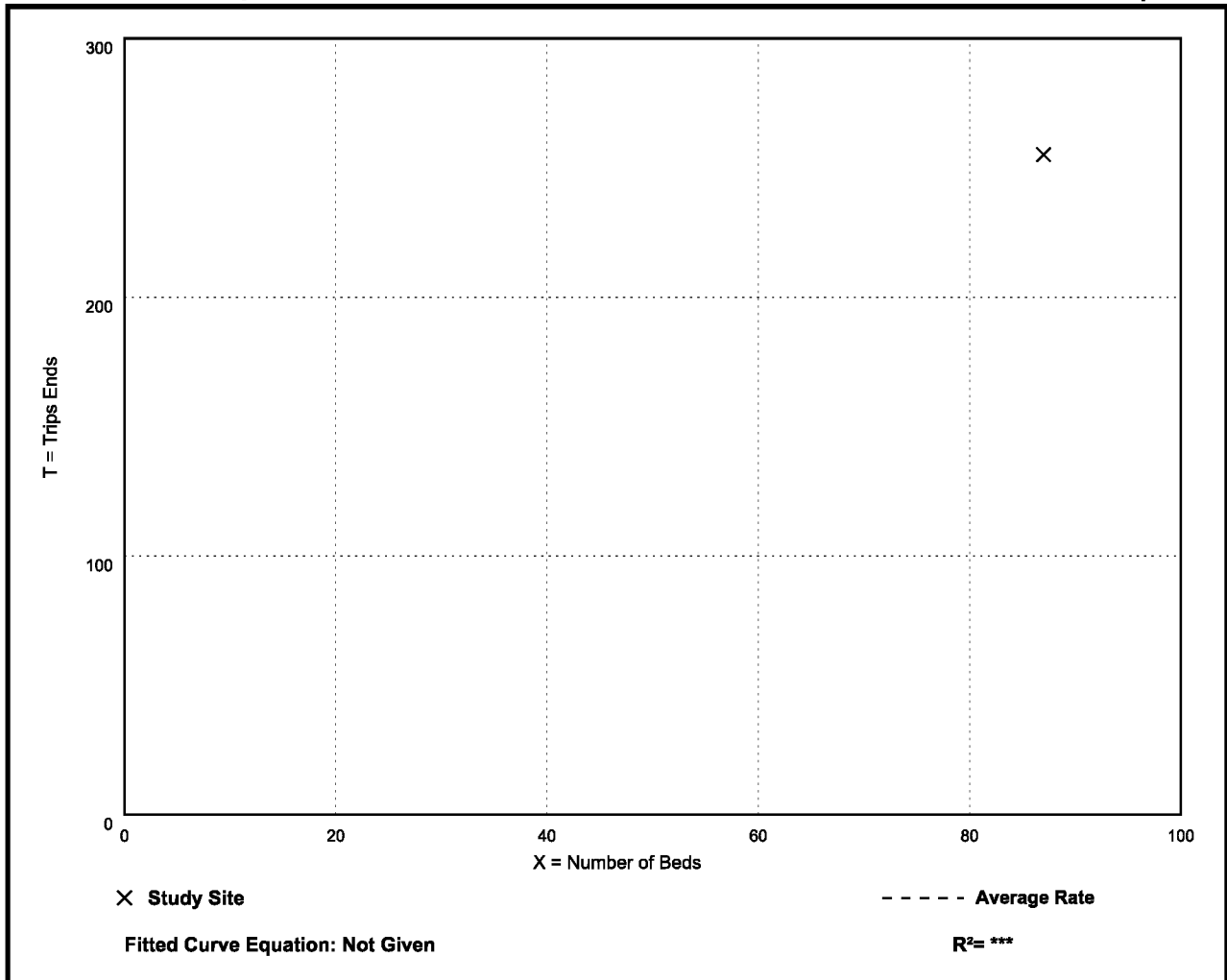
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
2.93	2.93 - 2.93	***

## Data Plot and Equation

*Caution – Small Sample Size*



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: Saturday, Peak Hour of Generator

**Setting/Location: General Urban/Suburban**

Number of Studies: 6

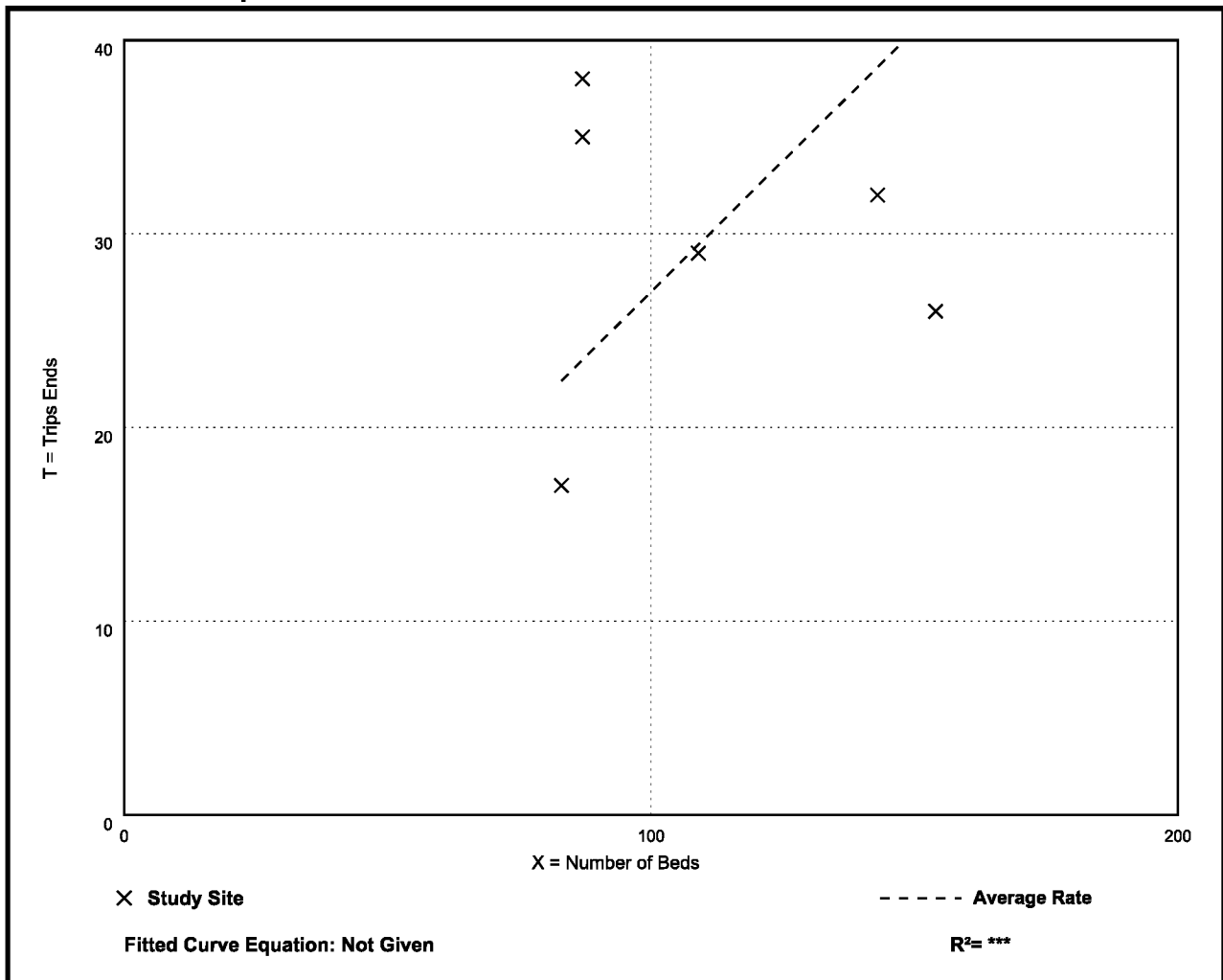
Avg. Num. of Beds: 111

Directional Distribution: 46% entering, 54% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.27	0.17 - 0.44	0.11

### Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: Beds**  
On a: Sunday

**Setting/Location: General Urban/Suburban**

Number of Studies: 1

Avg. Num. of Beds: 87

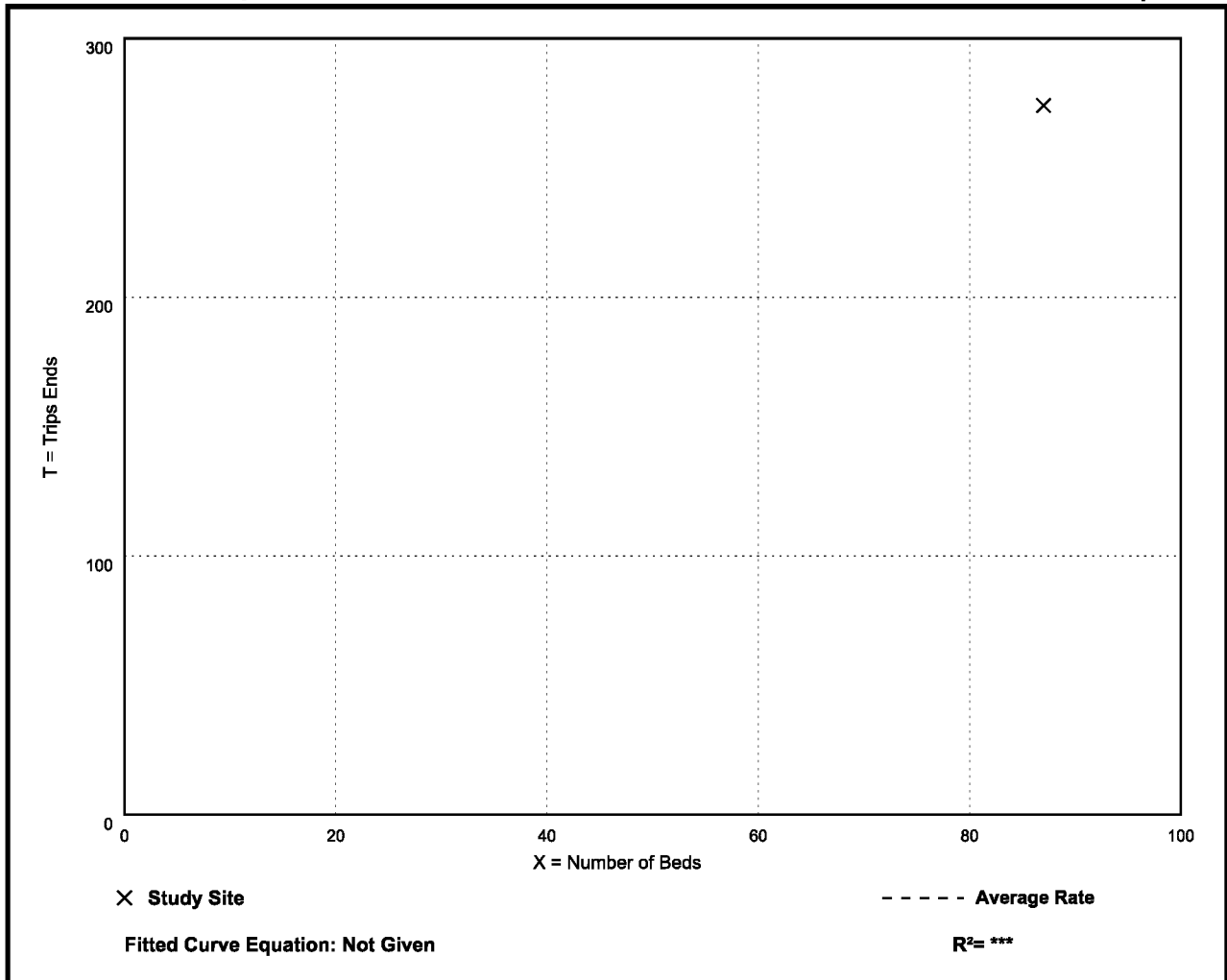
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
3.15	3.15 - 3.15	***

## Data Plot and Equation

*Caution – Small Sample Size*



# Assisted Living (254)

## Vehicle Trip Ends vs: Beds

On a: Sunday, Peak Hour of Generator

**Setting/Location: General Urban/Suburban**

Number of Studies: 7

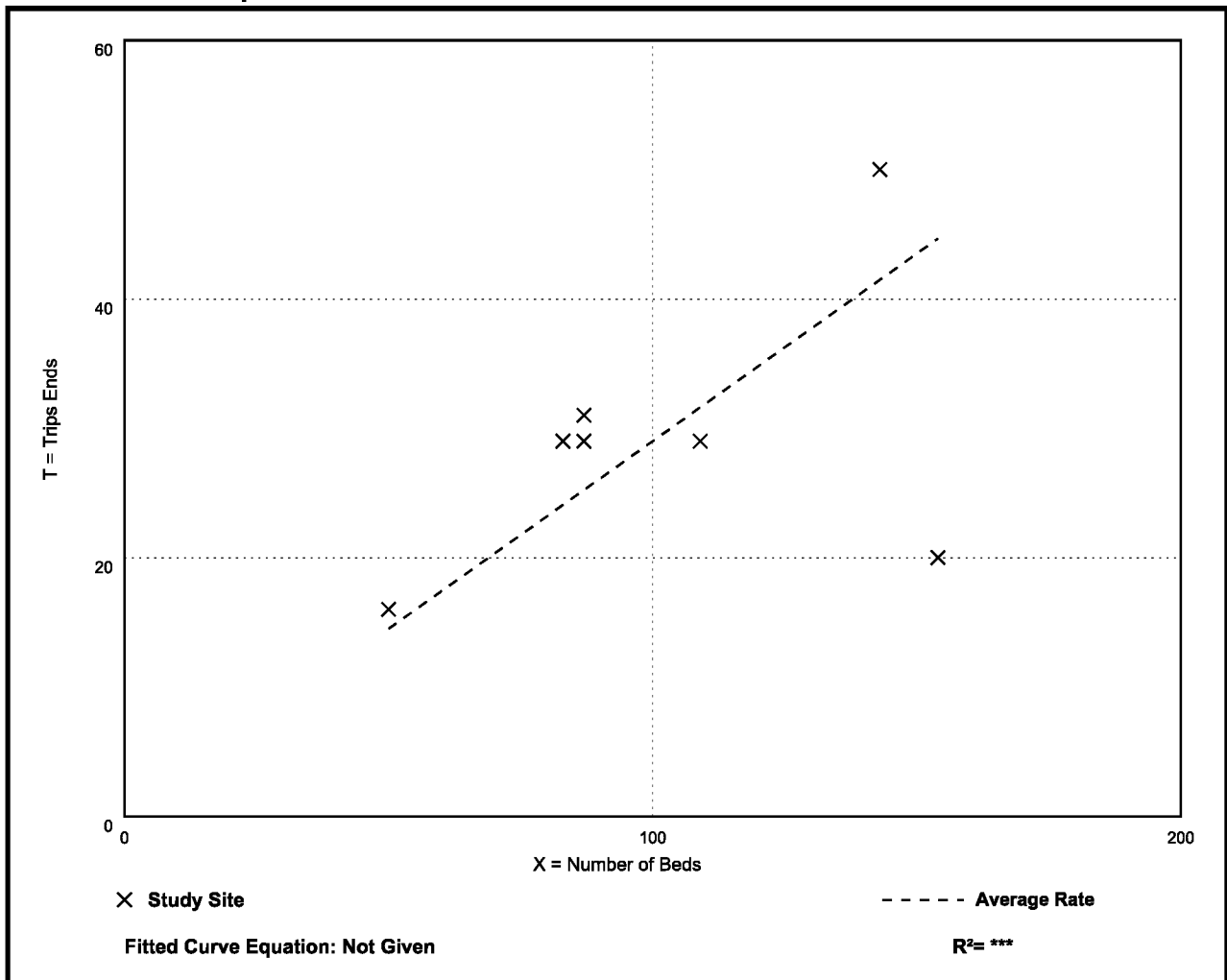
Avg. Num. of Beds: 102

Directional Distribution: 43% entering, 57% exiting

### Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.29	0.13 - 0.36	0.09

### Data Plot and Equation



# Assisted Living (254)

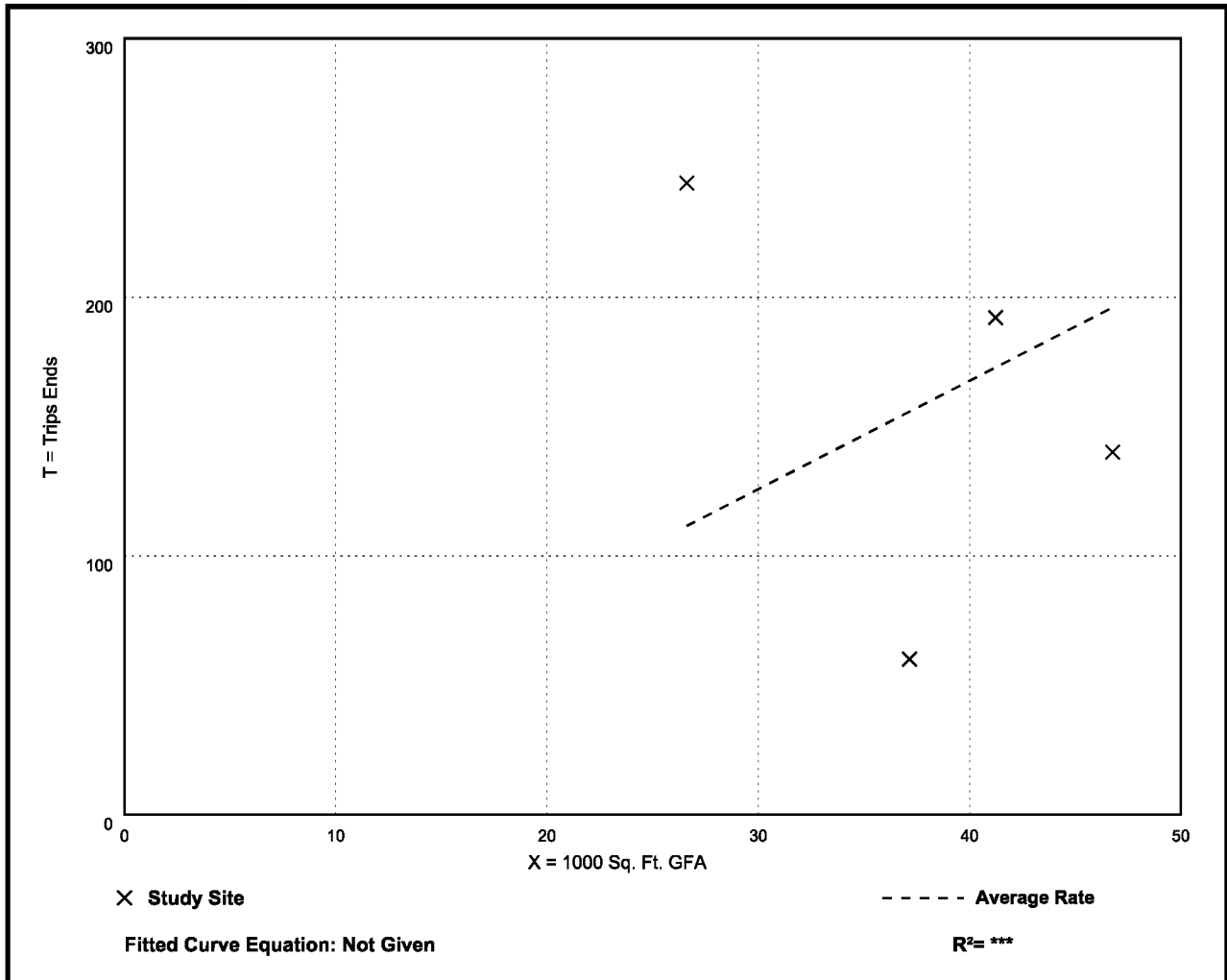
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
On a: Weekday

**Setting/Location: General Urban/Suburban**  
Number of Studies: 4  
Avg. 1000 Sq. Ft. GFA: 38  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.19	1.61 - 9.17	2.94

## Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

**On a: Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 7 and 9 a.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 5

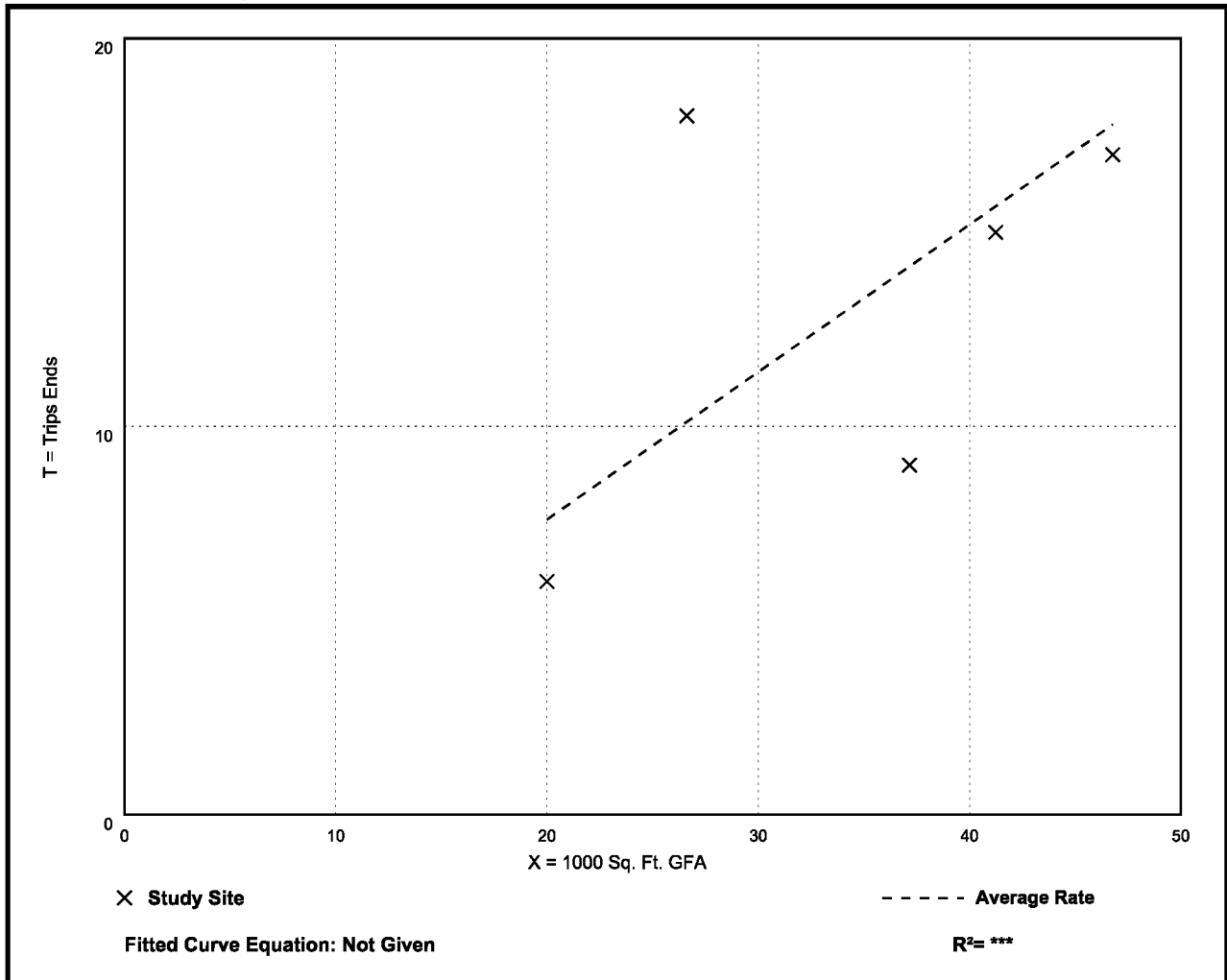
Avg. 1000 Sq. Ft. GFA: 34

Directional Distribution: 75% entering, 25% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.38	0.24 - 0.68	0.15

## Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

**On a: Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 4 and 6 p.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 5

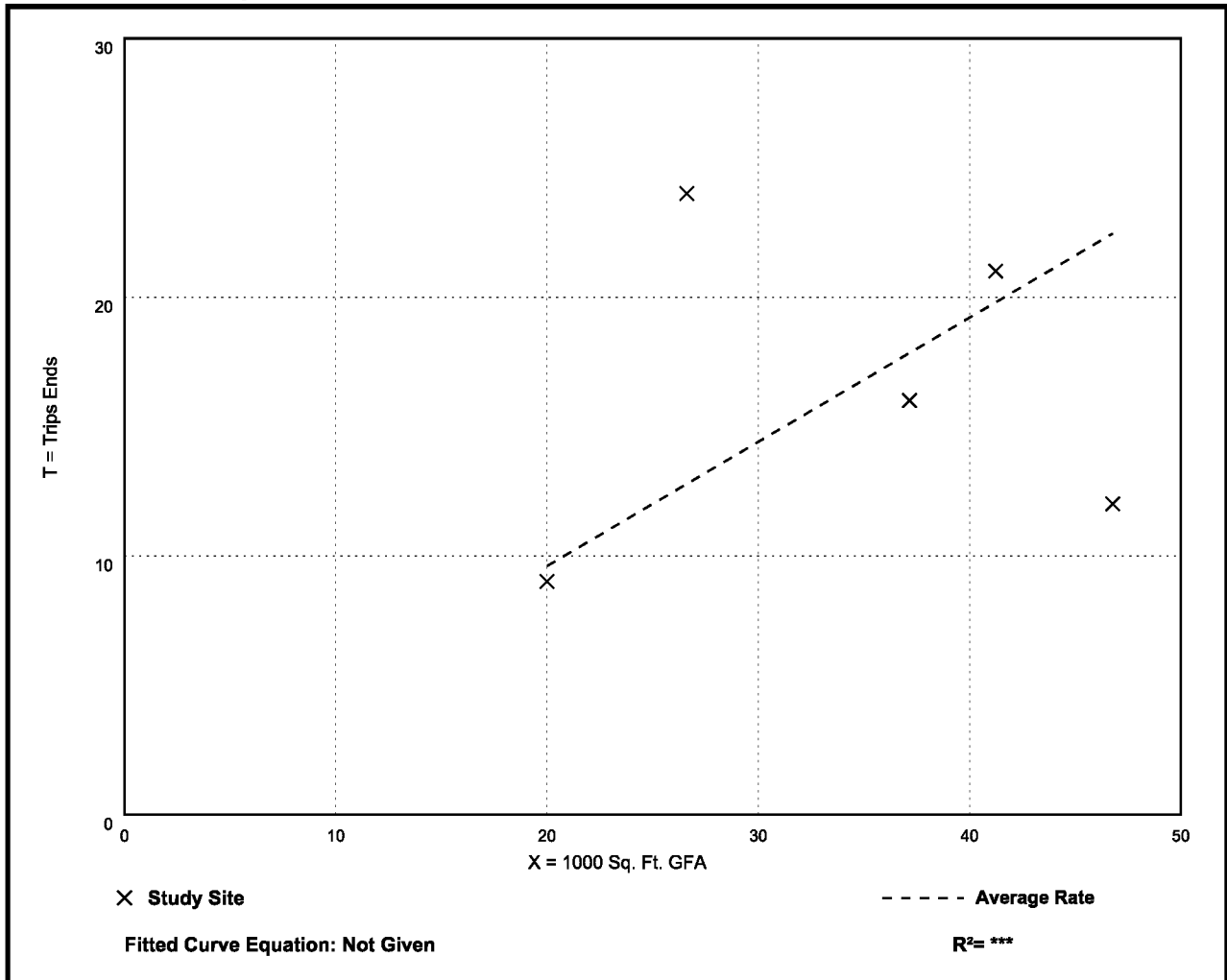
Avg. 1000 Sq. Ft. GFA: 34

Directional Distribution: 32% entering, 68% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.48	0.26 - 0.90	0.23

## Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

**On a: Weekday,**

**AM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 4

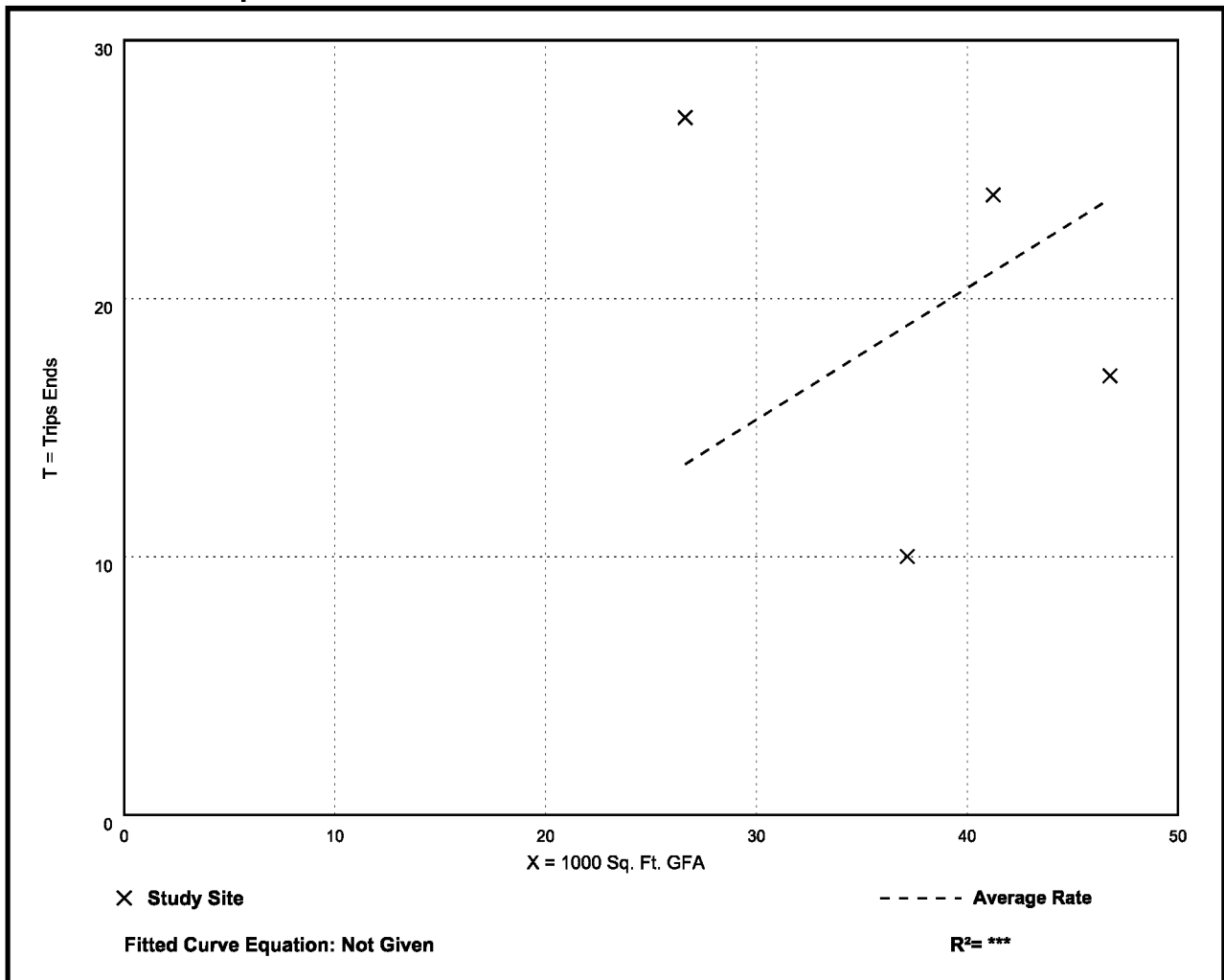
Avg. 1000 Sq. Ft. GFA: 38

Directional Distribution: 65% entering, 35% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.51	0.27 - 1.01	0.30

## Data Plot and Equation



# Assisted Living (254)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

**On a: Weekday,**

**PM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 4

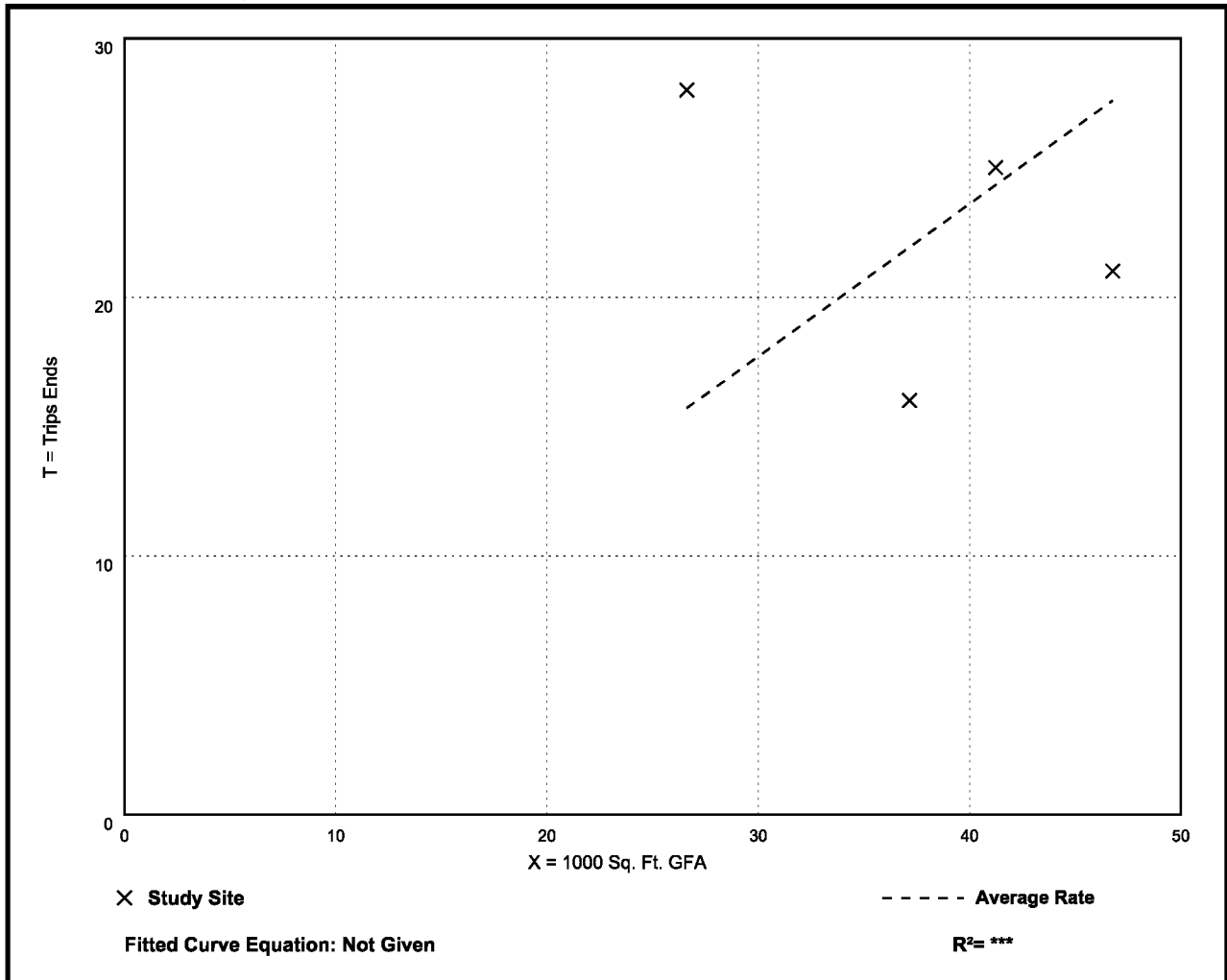
Avg. 1000 Sq. Ft. GFA: 38

Directional Distribution: 39% entering, 61% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.59	0.43 - 1.05	0.26

## Data Plot and Equation



# Assisted Living (254)

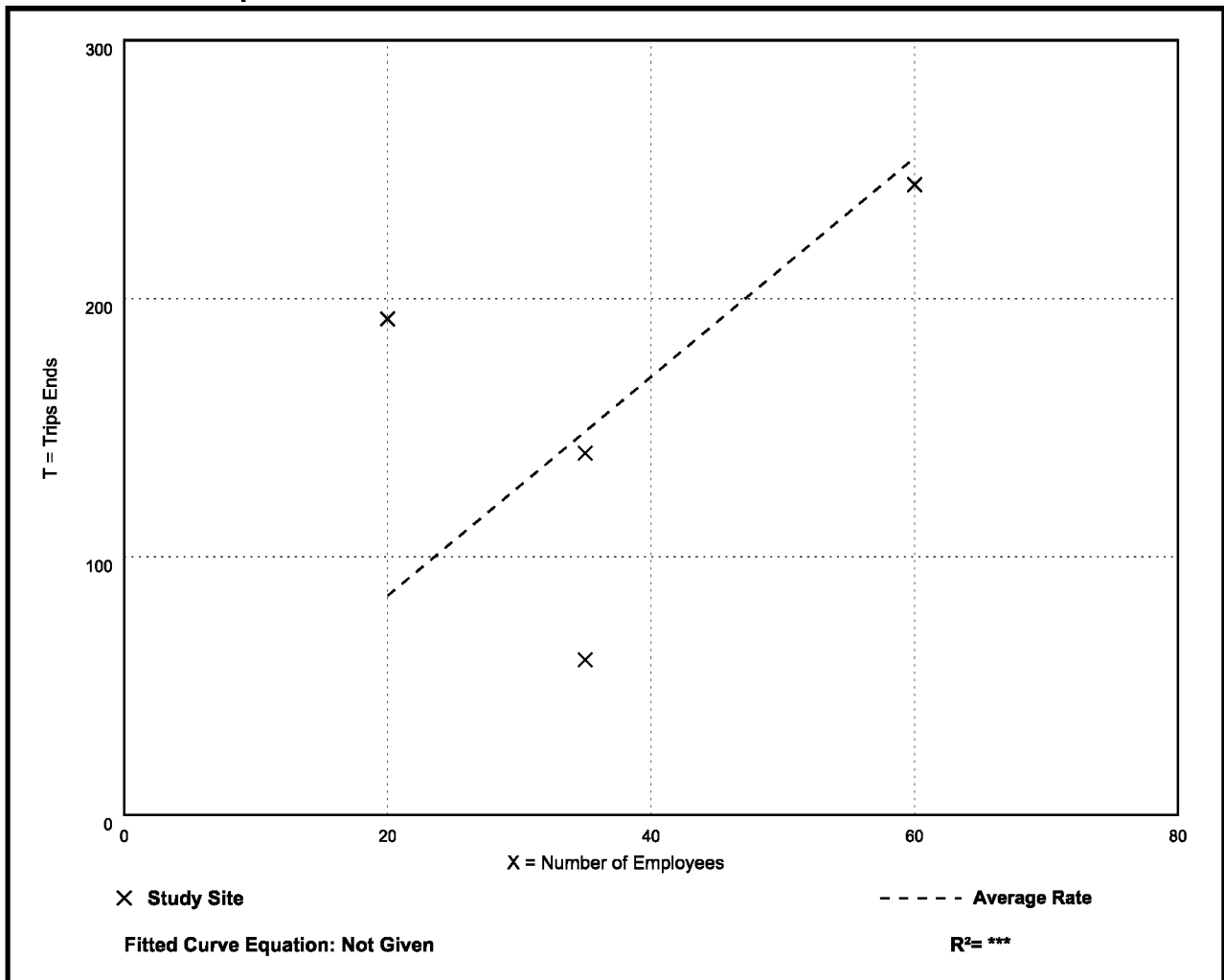
**Vehicle Trip Ends vs: Employees**  
On a: Weekday

**Setting/Location: General Urban/Suburban**  
Number of Studies: 4  
Avg. Num. of Employees: 38  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
4.24	1.71 - 9.60	2.67

## Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Employees

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 7 and 9 a.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 9

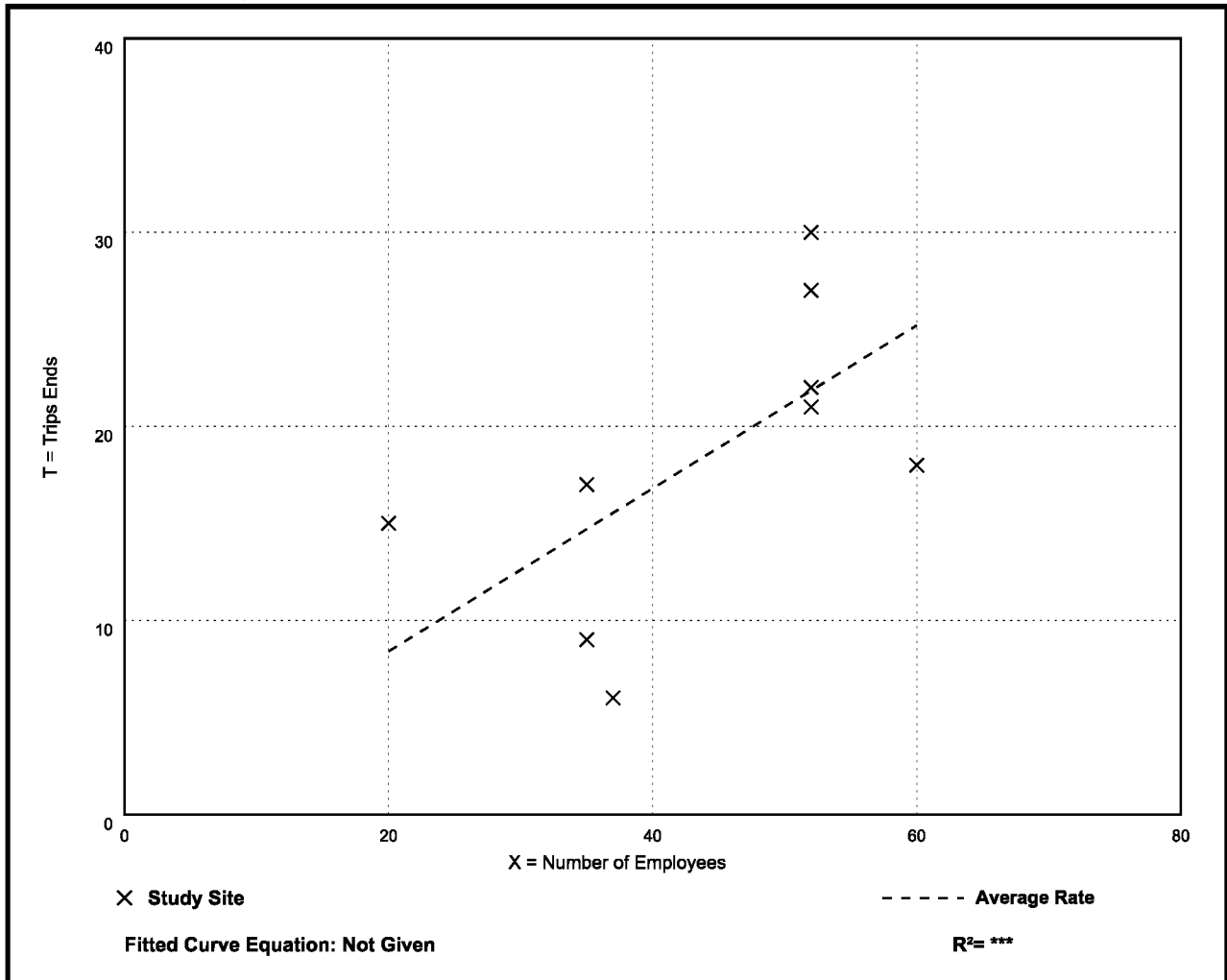
Avg. Num. of Employees: 44

Directional Distribution: 64% entering, 36% exiting

### Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.42	0.16 - 0.75	0.15

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Employees

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 4 and 6 p.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 9

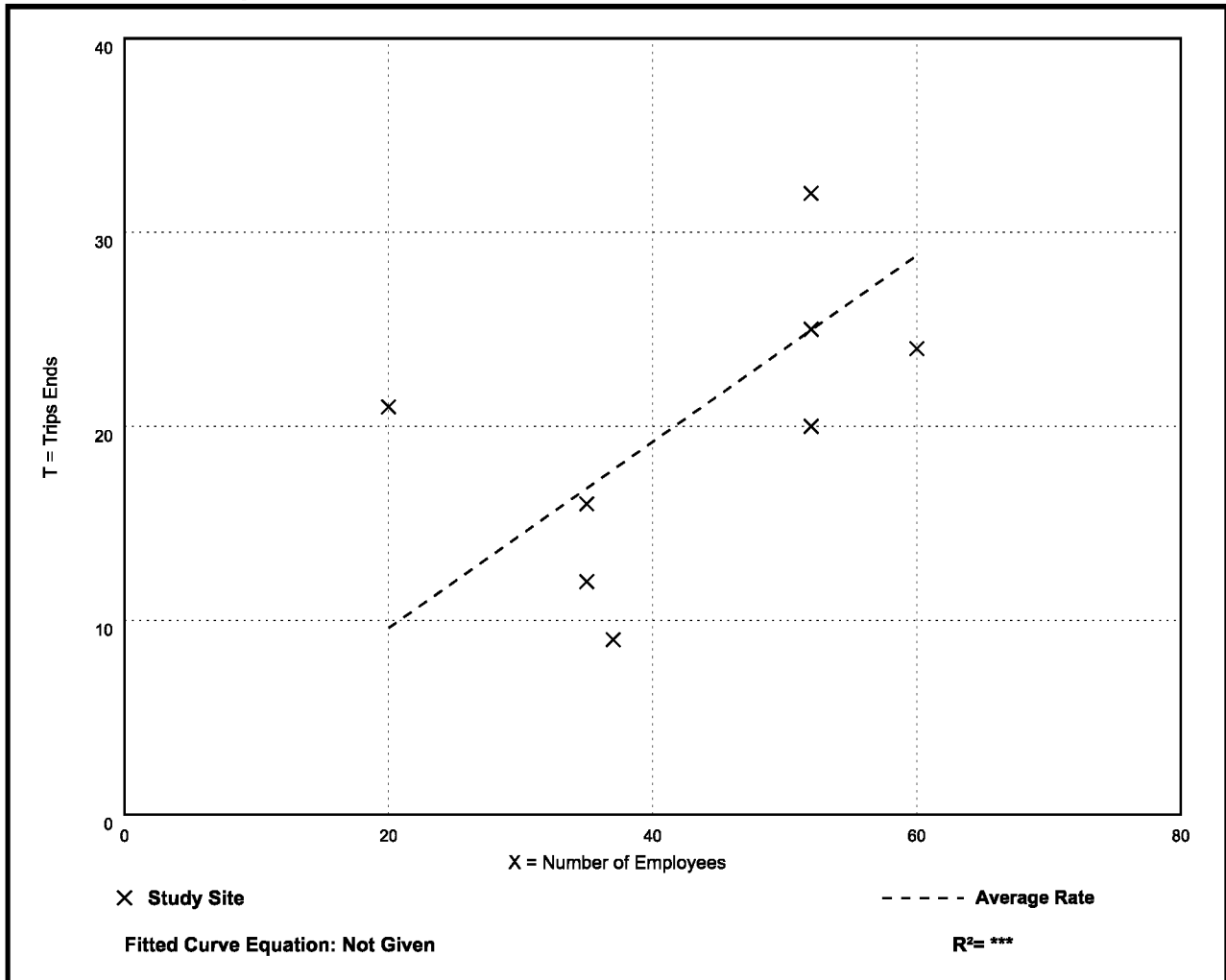
Avg. Num. of Employees: 44

Directional Distribution: 32% entering, 68% exiting

## Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.48	0.24 - 1.05	0.18

## Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Employees

On a: **Weekday,**

**AM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 8

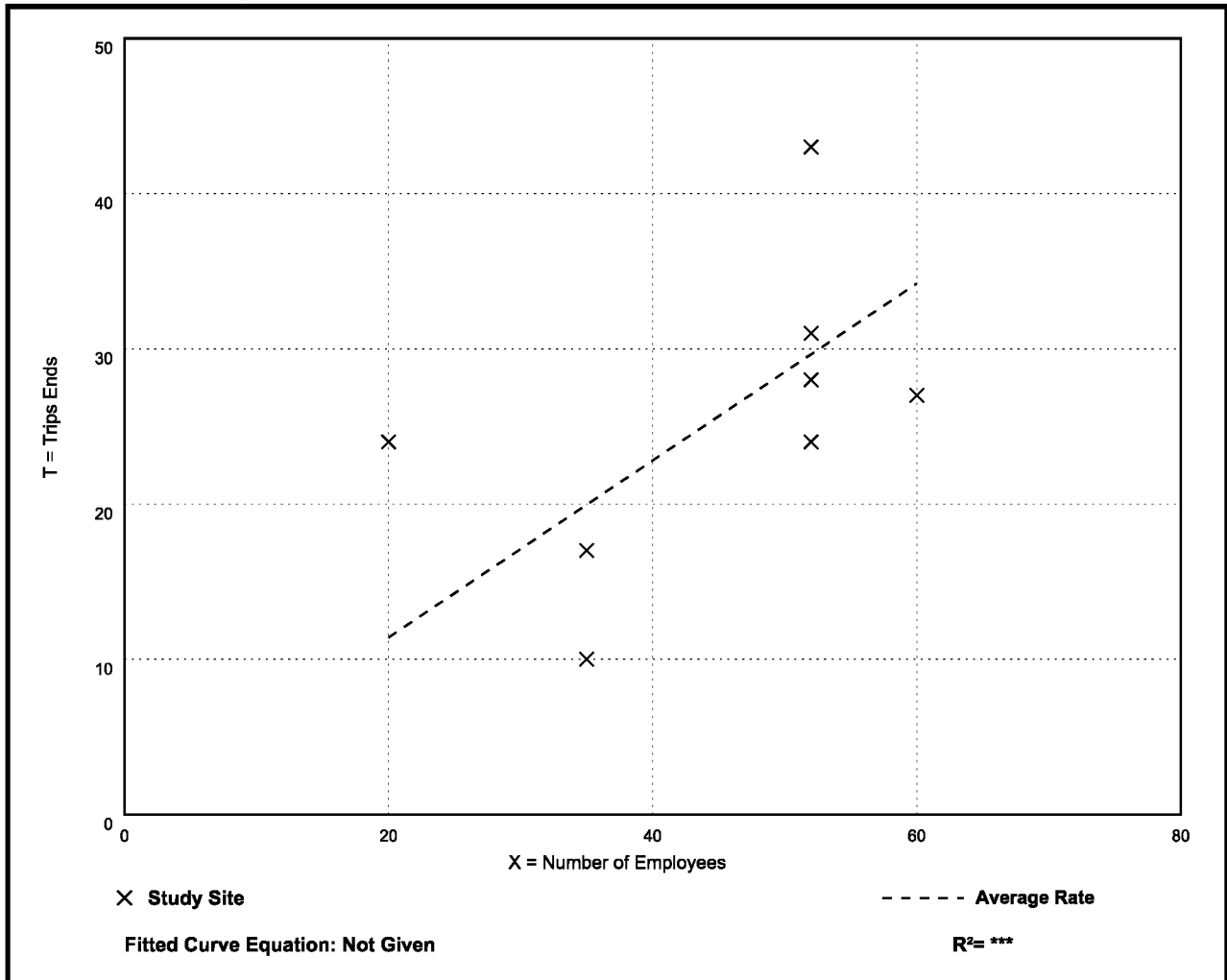
Avg. Num. of Employees: 45

Directional Distribution: 65% entering, 35% exiting

### Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.57	0.29 - 1.20	0.23

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Employees

On a: **Weekday,**

**PM Peak Hour of Generator**

**Setting/Location: General Urban/Suburban**

Number of Studies: 11

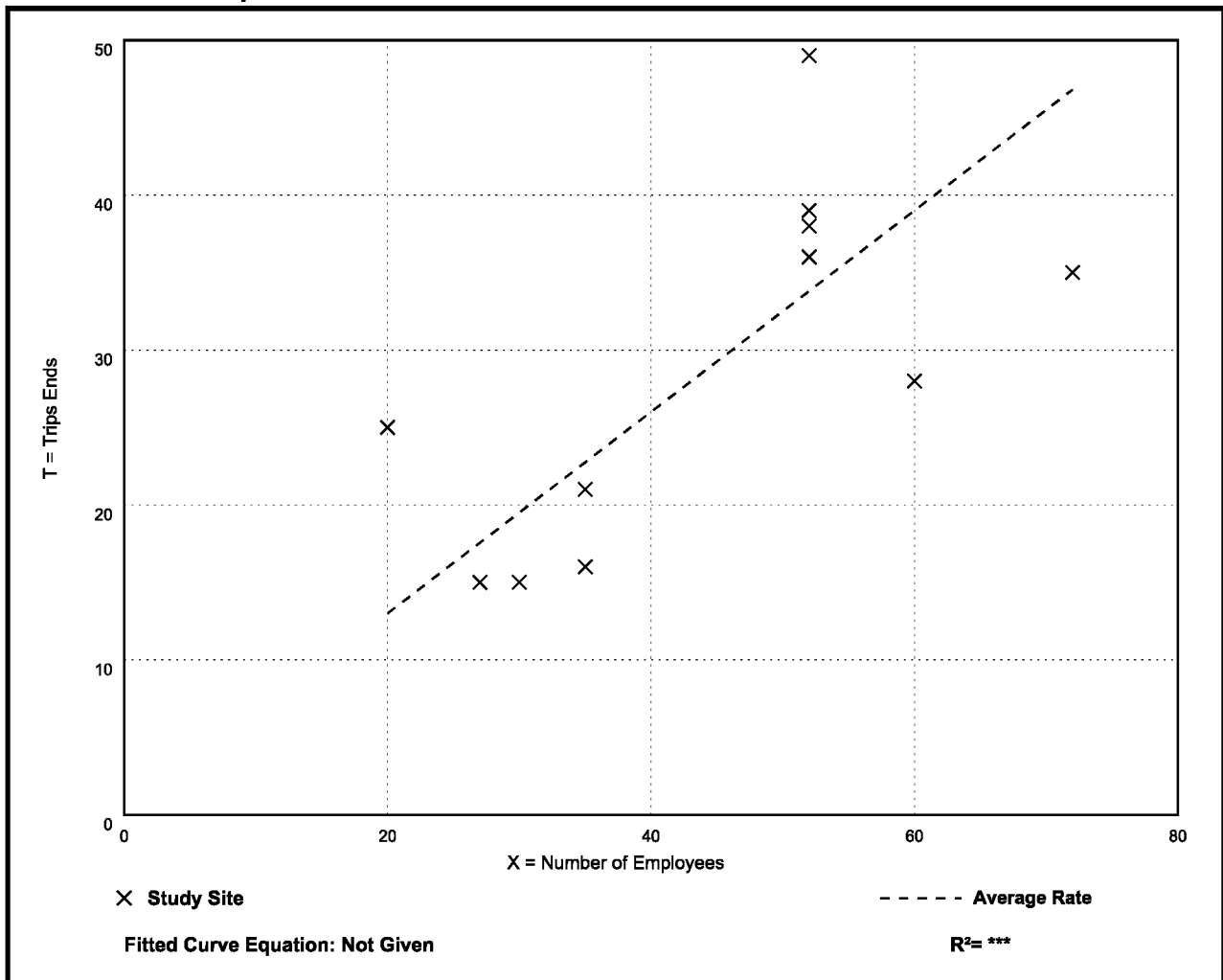
Avg. Num. of Employees: 44

Directional Distribution: 44% entering, 56% exiting

### Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.65	0.46 - 1.25	0.21

### Data Plot and Equation



# Assisted Living (254)

## Vehicle Trip Ends vs: Employees

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 3

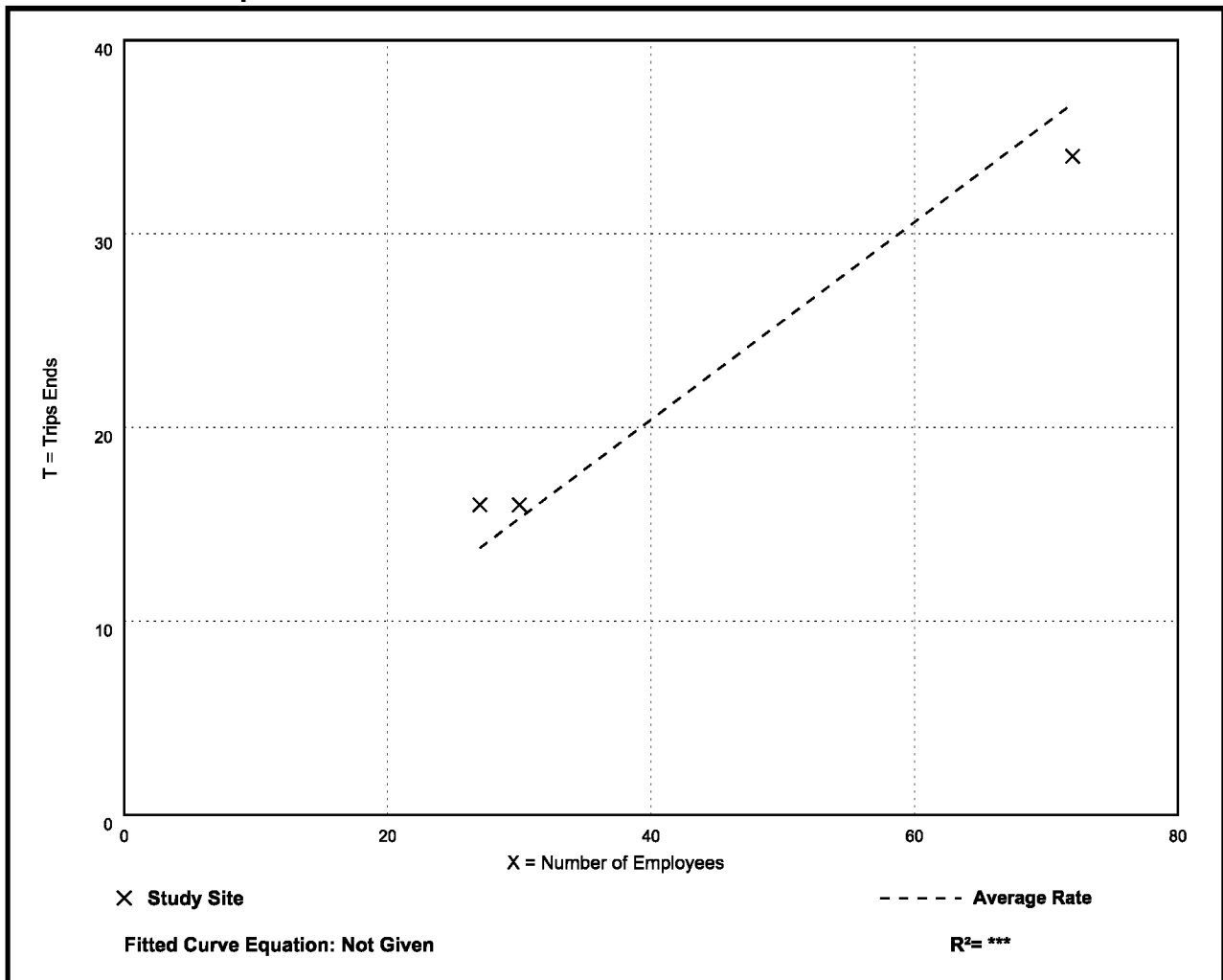
Avg. Num. of Employees: 43

Directional Distribution: 45% entering, 55% exiting

### Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.51	0.47 - 0.59	0.06

### Data Plot and Equation



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and after recording mail to:

Stroud, Willink & Howard, LLC  
33 East Main Street Suite 610  
Madison, Wisconsin 53703  
Attn: Joseph P. Bartol, Esq.

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### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the 27<sup>th</sup> day of November, 2019, by ORCHARD POINTE DEVELOPMENT COMPANY, INC., a Wisconsin corporation ("Declarant"), under the following circumstances:

#### Recitals:

WHEREAS, Declarant is the owner of certain land located in Dane County, Wisconsin containing approximately 11.95 acres, which land has been subdivided into two (2) parcels, consisting of an approximately 8.10 acre parcel known as Lot One (1) of Certified Survey Map No. 15267 and legally described on Exhibit A attached hereto (the "Development Parcel"), and an approximately 3.85 acre parcel known as Lot Two (2) of Certified Survey Map No. 15267 and legally described on Exhibit B attached hereto (the "Residual Parcel"). Each of the foregoing parcels may be referred to herein as a "Parcel" and collectively as the "Parcels";

WHEREAS, Declarant and QUARRY RIDGE RETIREMENT COMMUNITY LLC, a Nebraska limited liability company ("Cameron"), have contracted for the sale of the Development Parcel to Cameron, upon which parcel Cameron intends to develop a senior independent living facility (the "Senior Living Development"); and

WHEREAS, Declarant desires to provide for the construction and operation of certain improvements to be situated on or within the Parcels including, without limitation, the Senior Living Development on the Development Parcel, and in that regard desires to establish certain restrictions, easements and covenants as to the Parcels and the record fee simple owners of each Parcel (each of which may be referred to herein as an "Owner" and collectively as the "Owners").

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Parcels and all portions thereof are and shall be held, sold, conveyed, leased, mortgaged, occupied, used, operated and otherwise transferred in accordance with and subject to the covenants, restrictions, easements, charges, liens and other encumbrances set forth herein.

#### Declaration:

1. Shared Driveway.

(a) Grant of Shared Driveway Construction Easement. Declarant grants in favor of the Development Parcel an exclusive, temporary easement over a portion of the Parcels, approximately thirty-eight feet (38') in width, which is depicted on Exhibit C attached hereto and described on Exhibit D attached hereto (the "**Shared Driveway Easement Area**"), for purposes of grading such area and constructing and installing a driveway (the "**Shared Driveway**") providing vehicular access between the Parcels and the public roadway known as Fitchrona Road (the "**Shared Driveway Construction Easement**"). The Shared Driveway Construction Easement shall further permit the installation of underground water, sanitary sewer, electric and other utility lines and related fixtures desired by the Owner of the Development Parcel ("**Utility Lines**") within the Shared Driveway Easement Area and, for purposes of installing a water mainline and related infrastructure connecting to the existing water main located on the Residual Parcel, the approximately twenty-one foot (21') by twenty-six foot (26') area depicted on Exhibit C attached hereto and described on Exhibit E attached hereto (the "**Watermain Easement Area**"). Once installed, the Utility Lines shall be available to serve both Parcels as set forth in Section 2(a) below. The Shared Driveway Construction Easement shall also include a temporary right of way over, across and through a strip of land that is one hundred feet (100') wide and east of and adjacent to the western property line of the Residual Parcel as may be necessary to facilitate any construction and/or installations set forth herein. The Shared Driveway Construction Easement shall be for the exclusive use and benefit of the Owner of the Development Parcel and its agents, employees and contractors.

(b) Construction. The Owner of the Development Parcel, at its sole cost and expense, shall cause (i) the Shared Driveway to be constructed such that it spans the entire length (but not necessarily the entire width) of the Shared Driveway Easement and (ii) all Utility Lines to be constructed and installed in the Shared Driveway Easement Area and Watermain Easement Area. The Shared Driveway and the Utility Lines are collectively referred to as the "**Improvements**". The Shared Driveway Easement and the Watermain Easement are collectively referred to as the "**Easement Areas**". The Improvements shall be constructed and installed in compliance with all applicable laws on or before June 30, 2021 (the "**Completion Deadline**"), which deadline shall be extended for the duration of any delays caused by force majeure events. The Shared Driveway Construction Easement shall expire and be of no further force or effect upon completion of the construction and installation of all Improvements. If the Owner of the Development Parcel fails to complete construction of the Improvements on or before the Completion Deadline, as may be extended for force majeure event, and such failure continues beyond the expiration of the applicable notice and cure period set forth in Section 7 of this Declaration, then in accordance with the terms of Section 7 the Owner of the Residual Parcel shall have the right, but not the obligation, to construct the Improvements and shall have a non-exclusive, temporary easement and right-of-way over, under, across and through the Easement Areas for the purpose of exercising such right. For purposes of this Declaration a "force majeure event" is one in which a party is delayed or hindered in or prevented from the performance of any act required by this Declaration by reason of strikes, lock-outs, labor disputes, inability to procure materials, failure of power, riots, insurrection, war, or other reason outside of the reasonable control of the party delayed in performing work or doing acts required under this Declaration and not attributable to the negligence or fault of such party.

(c) Grant of Shared Driveway Access Easement. Effective upon completion of construction of the Shared Driveway, Declarant grants in favor of the Parcels a non-exclusive, perpetual easement and right-of-way over, across and through the Shared Driveway Easement Area for purposes of using the Shared Driveway so as to provide vehicular access between the Parcels and the public roadway known as Fitchrona Road (the "**Shared Driveway Easement**"). The Shared Driveway Easement shall be for the non-exclusive use and benefit of the Owners and their Affiliates (as defined hereafter). As used herein, the term "**Affiliates**" shall mean the successors, assigns, employees, agents, contractors, tenants, licensees, invitees and visitors of an Owner.

2. Utilities Easements.

(a) Grant of Utilities Easement. Effective upon completion of construction and installation of the Utility Lines, Declarant grants in favor of the Parcels a non-exclusive, perpetual easement and right-of-way over, across and through the Easement Areas for purposes of accessing, using and connecting to the Utility Lines (the "**Utilities Easement**"). The Utilities Easement shall be for the non-exclusive use and benefit of the Owners and their Affiliates.

(b) Additional Utility Line Connections. In the event that any Owner desires to connect its Parcel to any utility lines existing on the other Parcel, the Owners agree to establish the easement(s) necessary to facilitate the desired connection provided that (i) the costs incurred by the Owners in establishing any such easements and making such connections shall be borne solely by the requesting Owner, and (ii) no Owner shall be required to grant any easements that in such Owner's reasonable judgment will impair the use or development of its Parcel.

3. As-Built Survey. Upon the completion of construction and installation of the Improvements, an as-built survey showing the location of the Improvements as improved shall be obtained by the Owner of the Development Parcel and filed of record as an amendment to this Declaration. Upon such filing, the dimensions of the Easement Areas shall be automatically modified to incorporate any *de minimis* portion of the Improvements as shown on such as-built survey located outside of the Easement Area in which such portion of the Improvements was intended to be located.

4. Maintenance. The Owner of the Development Parcel shall maintain and keep the Improvements in good condition and repair and in compliance with all applicable laws, and Declarant grants in favor of the Development Parcel a perpetual easement and right-of-way over, under, across and through a strip of land that is thirty feet (30') wide and east of and adjacent to the western property line of the Residual Parcel for purposes of inspecting, maintaining, repairing and replacing the Improvements (the "**Maintenance Easement**"). The Maintenance Easement shall be for the exclusive use and benefit of the Owner of the Development Parcel and its Affiliates; provided, however, if the Owner of the Development Parcel is in default of its obligations under this Section, then the Owner of the Residual Parcel, after having given the notice and right to cure required under Section 7, shall have the right, but not the obligation, to maintain and keep the Improvements in good condition and in compliance with all applicable laws and shall have a non-exclusive, temporary easement and right-of-way over, under, across and through a strip of land that is thirty feet (30') wide and west of and adjacent to the eastern property line of the Development Parcel for the purpose of exercising such right. The Owner of the Residual Parcel

shall reimburse the Owner of the Development Parcel for fifty percent (50%) of the costs incurred by the Owner of the Development Parcel for all maintenance, repair and replacement of the Improvements, including without limitation the cost of snow and ice removal; provided, however, such obligation of the Owner of the Residual Parcel to reimburse the Owner of the Development Parcel shall only pertain to costs incurred after a building permit has been issued by the City of Fitchburg pertaining to any improvements to be constructed on the Residual Parcel (excluding the Improvements). Each such amount shall be paid by the Owner of the Residual Parcel within thirty (30) days after its receipt of a written invoice therefor, together with reasonable supporting documentation. Notwithstanding anything herein to the contrary, if any extraordinary damage (e.g., caused by construction vehicles) to any Improvements is caused solely by any Owner or its Affiliates, such Owner shall be solely responsible for all costs and expenses incurred in connection with the curing of such damage. Notwithstanding the reciprocal grant of the Maintenance Easement set forth above, this Section shall not be interpreted as prohibiting either Owner or its Affiliates from developing or otherwise using the area on its Parcel that is subject to the Maintenance Easement.

5. Future Driveways. Declarant grants in favor of the Development Parcel a non-exclusive, perpetual easement and right-of-way over, under, across and through any vehicular access driveway providing access to the public roadway known as Fitchrona Road that may in the future be constructed on the Residual Parcel (a “**Future Driveway**”), solely for purposes of ingress and egress between the Development Parcel and the public roadway known as Fitchrona Road (the “**Future Driveway Easement**”). The Future Driveway Easement shall be for the non-exclusive use and benefit of the Owner of the Development Parcel and its Affiliates. This Section shall not be interpreted as obligating the Declarant or the Owner of the Residual Parcel to construct or maintain such access driveway. Notwithstanding the perpetual nature of the Future Driveway Easement, the Owner of the Residual Parcel shall always have the right to modify, alter, relocate or remove completely any Future Driveway.

6. Prohibited Uses. Declarant hereby imposes the following restrictions upon the Parcels:

(a) No portion of the Residual Parcel may be used for an age-restricted independent living facility within the Residual Parcel, and the Owners or occupants of the Residual Parcel shall be prohibited from constructing and/or operating on any portion of the Residual Parcel an age-restricted independent living facility. For purposes of clarification, an “age-restricted independent living facility” as used herein means a facility containing residential dwelling units and common amenities for use by facility residents, which facility has resident age restrictions favoring elderly residents and which facility offers hospitality services to residents such as meals and entertainment. Without limiting the foregoing, the parties specifically acknowledge and agree that the restrictions set forth in this Section shall not apply to: (i) assisted living facilities or memory care facilities properly licensed by the Wisconsin Department of Health Services; or (ii) improvements that may consist of or contain residential dwelling units (including without limitation single-family homes, townhomes and apartment buildings); or (iii) hospice facilities, but that do not otherwise meet all of the component parts of the definition of “age-restricted independent living facility” hereunder; and

(b) No portion of either Parcel shall be used for the operation of any use described in Exhibit F attached hereto except to the extent the Owners of both Parcels have expressly waived in writing the applicability of one or more of such prohibited uses.

The restriction set forth in subsection (a) of this Section 6 shall exist for the sole benefit of the Development Parcel and shall be enforceable only by the Owner of the Development Parcel and its successors in interest, but not by any other Affiliates of such Owner. The restriction set forth in subsection (b) of this Section 6 shall exist for the benefit of each Parcel and shall be enforceable against either Parcel by the Owner of the other Parcel and its successors in interest, but not by any other Affiliates of such Owner.

7. Default and Remedies. If any Owner fails to pay any amount owed hereunder, then such amount shall bear interest at the maximum legal rate until paid and shall become a lien on such Owner's Parcel. If any Owner fails to perform any other obligation under this Declaration, then any other Owner may deliver written notice thereof to the defaulting Owner, declaring that if the defaulting Owner fails to perform its obligation within thirty (30) days after the delivery of the default notice, or within forty-eight (48) hours of such notice in the event of an emergency, then any non-defaulting Owner may, but shall not be obligated to, cure such default, in which event the defaulting Owner shall reimburse the Owner performing such cure for any reasonable expenses incurred by such Owner in curing such default within ten (10) days upon receipt of written demand therefor. The Owners shall also have all other remedies available at law or in equity in the event of a default hereunder, and any court enforcing the rights and duties granted in this Declaration shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions necessary to enforce this Declaration. In the event any action is brought by an Owner to enforce any provision of this Declaration, the prevailing Owner shall be entitled to an award of its costs and reasonable attorneys' fees in connection with such action. Any forbearance, delay or omission by an Owner hereto in exercising its rights or remedies under this Declaration in the event of a default of any term hereof by any other Owner shall not impair such right or remedy or be deemed or construed to be a waiver by the non-defaulting Owner of such default or of any of the non-defaulting Owner's rights or remedies hereunder.

8. Indemnification. To the fullest extent permitted by law, the Owners will indemnify and hold each other harmless from and against any and all loss, liability, claim, injury, damage and/or expense arising out of the negligence or willful misconduct of the indemnifying Owner and its Affiliates related to the use of the Easement Areas detailed herein or any rights or obligations under this Declaration; and the indemnifying Owner shall defend by counsel satisfactory to the indemnified Owner any suit or action brought against the indemnified Owner based on any such alleged injury or damage and shall pay all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, connected therewith or resulting therefrom.

9. Insurance. Each Owner (as to its Parcel only) shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance, which shall include a duty to defend and which shall provide coverage for premises liability, contractor's liability, contingent liability, contractual liability, completed operations, products liability, and explosion, collapse, and underground property damage all on an occurrence basis, with limits of at least Five Million Dollars (\$5,000,000) for bodily injury, personal injury and property damage, arising out

of any one occurrence. All insurance carriers shall maintain at least an AM Best Rating of A, Class X or better.

10. Notices. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, nationally-recognized overnight courier service or hand delivery to each Owner initially at the following address:

To Declarant: Orchard Pointe Development Company, Inc.  
3003 Kapec Road  
Madison, Wisconsin 53744  
Attn: Robert M. Shea

With a copy to: Stroud, Willink & Howard, LLC  
33 East Main Street Suite 610  
Madison, Wisconsin 53703  
Attn: Joseph P. Bartol, Esq.

To Cameron: Quarry Ridge Retirement Community LLC  
c/o Cameron General Contractors, Inc.  
7101 S. 82<sup>nd</sup> Street  
Lincoln, Nebraska 68516  
Attn: Bob Lewis  
Attn: Derek Zimmerman, Esq.

With a copy to: Dinsmore & Shohl LLP  
255 E. Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attn: Charles E. Baverman III, Esq.

Upon the conveyance of any Parcel, notices may be delivered to such substitute address given in writing by one Owner to the other Owner, or if no such address is given or then current, notices may be delivered to the tax mailing address of such Owner in the records of the Dane County, Wisconsin Treasurer's Office.

11. Covenants Running with the Land; Perpetuity. The covenants, rights and obligations described in this Declaration shall: (a) run with the land, (b) apply to and be binding upon the Owners and their respective successors and assigns, and subsequent owners of any portion of the Parcels, (c) not be affected by a conveyance of all or any part of a Parcel, and (d) be for the benefit of the subsequent owners of any portion of the Parcels. If a covenant or right created by this Declaration shall be deemed unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty (20) years after the death of the last survivor of the members of the graduating class of 2019 at the University of Madison-Wisconsin and their living descendants.

12. Amendments. This Declaration may be amended, modified or terminated at any time, but only by a written instrument executed by all of the Owners or their successors in interest and recorded in the records of the Dane County, Wisconsin Register of Deeds.

13. No Rights in Public; No Implied Easements. Nothing in this Declaration shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Declaration, shall be implied by this Declaration.

14. Independent Parcels. Except as otherwise set forth herein, each Parcel shall be solely responsible for all costs relating to the development, construction and use of all facilities and improvements located on and/or serving such Parcel.

15. Governing Law. This Declaration shall be governed by, construed and enforced under the laws of the State of Wisconsin.

16. Severability. The illegality, invalidity or unenforceability of any covenant, condition, term or provision in this Declaration shall not affect the legality, validity and enforceability of any other covenant, condition, term or provision.

17. Recitals. The above Recitals are hereby incorporated into this Declaration as if fully set forth herein and are true and correct in all material respects.

18. Relationship of Owners. Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent, partnership, or joint venture between the Owners.

19. Counterparts. Any amendments to this Declaration may be executed in one or more counterparts which, when taken together, shall constitute one and the same original document.

20. Exhibits. This Declaration includes and incorporates all of the following exhibits:

- Exhibit A: Legal Description of the Development Parcel
- Exhibit B: Legal Description of the Residual Parcel
- Exhibit C: Depiction of the Easement Areas
- Exhibit D: Legal Description of the Shared Driveway Easement Area
- Exhibit E: Legal Description of the Watermain Easement Area
- Exhibit F: List of Prohibited Uses

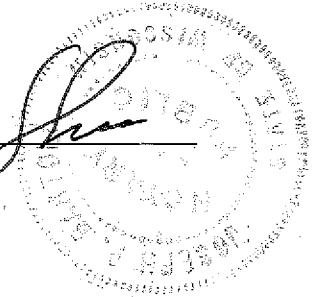
[Signature page to follow]

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date written below.

**Declarant:**

ORCHARD POINTE DEVELOPMENT  
COMPANY, INC., a Wisconsin corporation

By: *Robert M. Shea*  
Name: Robert M. Shea  
Title: President



STATE OF WISCONSIN)  
  ) SS:  
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this 22<sup>d</sup> day of November, 2019 by Robert M. Shea, the President of ORCHARD POINTE DEVELOPMENT COMPANY, INC., a Wisconsin corporation, on behalf of such entity.

*Joseph P. Bartol*  
Notary Public - State of Wisconsin  
*Joseph P. Bartol*  
Expiration: Commission is Permanent

**Exhibit A**

**Legal Description of the Development Parcel**

Lot One (1) of Certified Survey Map No. 15267, being Lot Twelve (12) of Orchard Pointe in the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Seven (7), in Township Six (6) North, Range Nine (9) East, in the City of Fitchburg, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on October 22, 2019 in Volume 109 of Certified Survey Maps, on Pages 32 through 36, as Document No. 5533079.

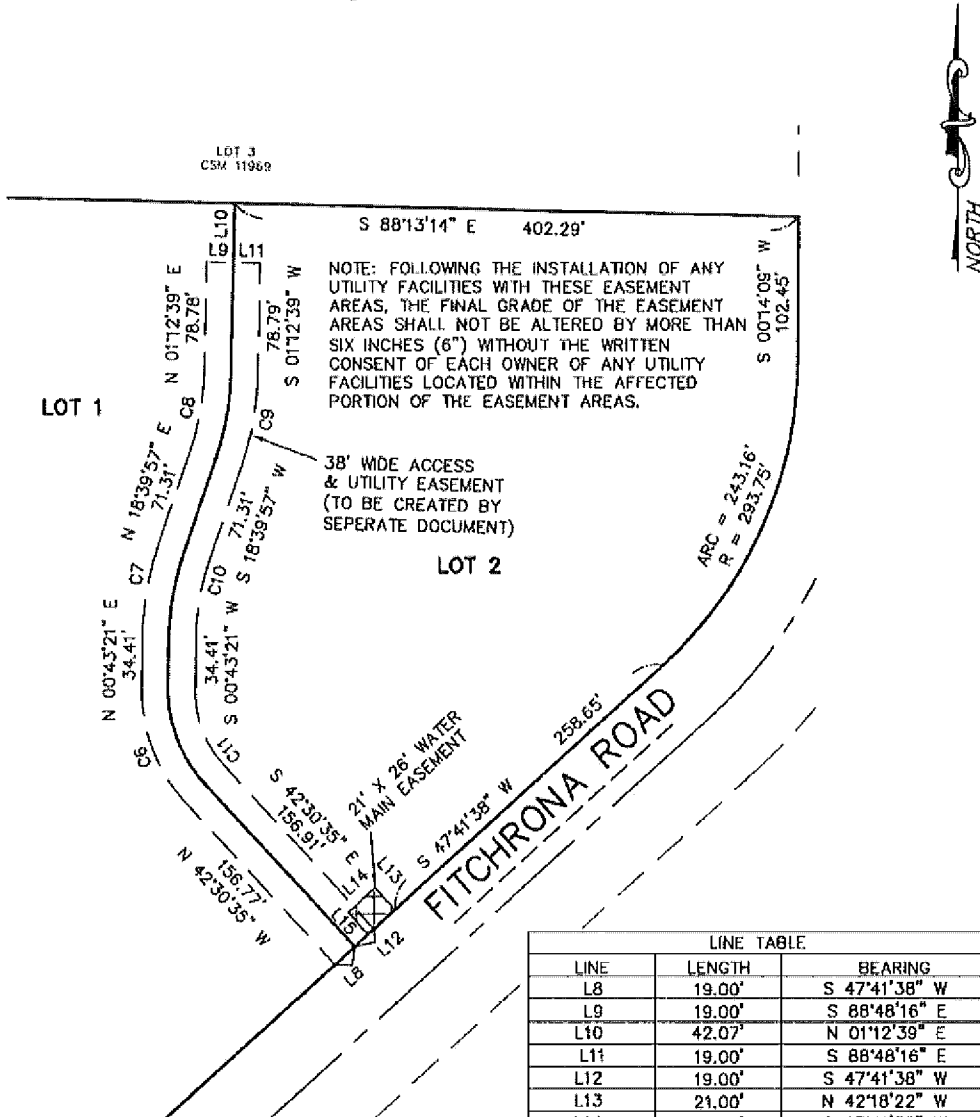
**Exhibit B**

**Legal Description of the Residual Parcel**

Lot Two (2) of Certified Survey Map No. 15267, being Lot Twelve (12) of Orchard Pointe in the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Seven (7), in Township Six (6) North, Range Nine (9) East, in the City of Fitchburg, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin on October 22, 2019 in Volume 109 of Certified Survey Maps, on Pages 32 through 36, as Document No. 5533079.

# Exhibit C

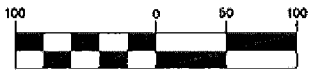
## Depiction of the Easement Areas



LINE TABLE		
LINE	LENGTH	BEARING
L8	19.00'	S 47°41'38" W
L9	19.00'	S 88°48'16" E
L10	42.07'	N 01°12'39" E
L11	19.00'	S 88°48'16" E
L12	19.00'	S 47°41'38" W
L13	21.00'	N 42°18'22" W
L14	26.00'	S 47°41'38" W
L15	21.00'	S 42°18'22" E

CURVE TABLE					
CURVE	ARC	RADIUS	BEARING	CHD. LENGTH	DELTA
C6	89.79'	119.00'	N 20°53'37" W	87.88'	43°13'57"
C7	68.59'	219.00'	N 09°41'39" E	68.31'	17°56'38"
C8	55.14'	181.00'	N 09°56'18" E	54.93'	17°27'18"
C9	66.72'	219.00'	S 09°56'18" W	66.46'	17°27'18"
C10	56.69'	181.00'	S 09°41'39" W	56.45'	17°56'38"
C11	61.12'	81.00'	S 20°53'37" E	59.68'	43°13'57"

### GRAPHIC SCALE



1 Inch = 100 ft.



REV. JULY 8, 2019  
REV. SEP. 10, 2019  
THIS INSTRUMENT DRAFTED BY NICHOLAS J. FIRER

**Exhibit D**

**Legal Description of the Shared Driveway Easement Area**

Being part of Lots 1 and 2, Certified Survey Map No. 15267, recorded in Volume 109 on Pages 32-36 as Document No. 5533079 located in the Northwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 7, T6N, R9E in the City of Fitchburg, Dane County, Wisconsin more particularly described as follows:

Beginning at the common property corner for said Lots 1 and 2 on the northwesterly right of way of Fitchrona Road;

thence S 47°41'38" W along said right of way, 19.00 feet;  
thence N 42°30'35" W, 156.77 feet;  
thence along the arc of a curve concaved northeasterly having a radius of 119.00 feet and a long chord bearing N 20°53'37" W, a distance of 87.68 feet;  
thence N 00°43'21" E, 34.41 feet;  
thence along the arc of a curve concaved southeasterly having a radius of 219.00 feet and a long chord bearing N 09°41'39" E, a distance of 68.31 feet;  
thence N 18°39'57" E, 71.37 feet;  
thence along the arc of a curve concaved northwesterly having a radius of 181.00 feet and a long chord bearing N 09°56'18" E, a distance of 54.93 feet;  
thence N 01°12'39" E, 78.78 feet;  
thence S 88°48'16" E, 19.00 feet to the common line between said Lots 1 and 2;  
thence continue S 88°48'16" E, 19.00 feet;  
thence S 01°12'39" W, 78.79 feet;  
thence along the arc of a curve concaved northwesterly having a radius of 219.00 feet and a long chord bearing S 09°56'18" W, a distance of 66.46 feet;  
thence S 18°39'57" W, 71.31 feet;  
thence along the arc of a curve concaved southeasterly having a radius of 181.00 feet and a long chord bearing S 09°41'39" W, a distance of 56.45 feet;  
thence S 00°43'21" W, 34.41 feet;  
thence along the arc of a curve concaved northeasterly having a radius of 81.00 feet and a long chord bearing S 20°53'37" E, a distance of 59.68 feet;  
thence S 42°30'35" E, 156.91 feet to the northwesterly right of way of Fitchrona Road;  
thence S 47°41'38" W along said right of way, 19.00 feet to the point of beginning.

This description contains 20,536 sq. ft. thereof.

**Exhibit E**

**Legal Description of the Watermain Easement Area**

Being part of Lot 2, Certified Survey Map No. 15267, recorded in Volume 109 on Pages 32-36 as Document No. 5533079 located in the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 7, T6N, R9E in the City of Fitchburg, Dane County, Wisconsin more particularly described as follows:

Commencing at the property corner for said Lot 2 on the northwesterly right of way of Fitchrona Road at the southerly point of curvature of said right of way; thence S  $47^{\circ}41'38''$  W along said right of way, 258.65 feet to the point of beginning.

Thence continue S  $47^{\circ}41'38''$  W along said right of way, 26.00 feet;  
thence N  $42^{\circ}18'22''$  W, 21.00 feet;  
thence N  $47^{\circ}41'38''$  E, 26.00 feet;  
thence S  $42^{\circ}18'22''$  E, 21.00 feet to the point of beginning.

This description contains 546 sq. ft. thereof.

## Exhibit F

### **List of Prohibited Uses**

1. Any public or private nuisance;
2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
3. Any obnoxious odor (provided that typical odors emanating from restaurants shall not be deemed obnoxious provided such restaurants use commercial grade ventilation systems typical in first-class restaurants);
4. Any use, storage, transportation, handling, manufacture, or emission of any noxious, toxic, caustic or corrosive fuel or gas or other hazardous or toxic substance or Hazardous Material unless such materials are handled in accordance with applicable governmental laws, regulations and codes;
5. Any drilling for and/or removal of subsurface substances;
6. Any emission of microwave, radio wave, or other similar electronic, light or noise radiation at levels which are dangerous to health or which interfere with the proper operation of electronic, telephone, computer or other business equipment of nearby businesses;
7. Any use of dust, dirt or fly ash in excessive quantities;
8. Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;
9. Any dumping of garbage or refuse (other than in dumpsters or compactors designed for such purpose);
10. A store offering beer and wine for off-premises consumption (provided that the foregoing shall not prohibit the sale of beer or wine for off-premises consumption if such store effectively screens the dumpsters for the store so that the garbage or refuse from such store is not visible from both the other Parcel and the Shared Driveway and if the Owner of the Parcel on which such use will be located obtains approval from the Owner of the other Parcel as to the size, design and composition of such screening, which approval shall not be unreasonably withheld, conditioned or delayed);
11. A pawn shop or "flea market";
12. An "adult" oriented (i.e., sexually oriented) business such as an adult book or video store or massage parlor;

13. The operation of a "head shop," so-called, or other business devoted to the sale of articles or merchandise normally used or associated with illegal activities, such as but not limited to the sale of paraphernalia used in connection with the illegal use of marijuana, cocaine or other controlled drugs or substances;
14. The operation of any store engaged in the sale of marijuana and marijuana-related products, whether legal or illegal; provided, however, that: (i) the retail sale of products containing cannabidiol that contain less than 0.33 percent delta-9-tetrahydrocannabinol (THC) on a dry weight basis is not prohibited so long as the sale of such products constitutes not more than twenty percent (20%) of total retail sales of the store in which such products are sold; and (ii) the sale of marijuana and marijuana-related products shall not be prohibited beginning on December 1, 2024 and at all times thereafter but only so long as the sale of such products (a) is permitted under all applicable laws and governmental and quasi-governmental regulations and (b) constitutes not more than twenty percent (20%) of total retail sales of the store in which such products are sold.
15. A tattoo or piercing parlor;
16. An off-track betting facility;
17. A church or meeting hall (provided that the foregoing shall not prohibit such use if adequate on site parking is provided for such use and signage is provided prohibiting the users of the church or meeting hall from parking on the other Parcel);
18. A bowling alley, bingo parlor, skating rink, sports or game facility, carnival, laser tag or virtual reality facility;
19. A warehouse, processing, manufacturing rendering, assembly, manufacture, distillation, refining, smelting, agriculture or mining operations (provided that the foregoing shall not prohibit a warehouse or storage facility that is incidental to a commercial use);
20. An establishment selling new or used cars, trailers, mobile homes or motorized vehicles;
21. An auto repair shop or gas station;
22. A car washing establishment;
23. A pool room, amusement center, or arcade, except in connection with a sit-down restaurant;
24. A government facility (except police substation, post office, or library);
25. A facility or clinic for the treatment of animals;
26. A dance hall, nightclub or discotheque;
27. A pet store (provided that the foregoing shall not prohibit a store that sells pet food or pet supplies);

28. A liquor store (provided that the foregoing shall not prohibit the sale of liquor for off-premises consumption if such store effectively screens the dumpsters for the store so that the garbage or refuse from such store is not visible from both the other Parcel and the Shared Driveway and if the Owner of the Parcel on which such use will be located obtains approval from the Owner of the other Parcel as to the size, design and composition of such screening, which approval shall not be unreasonably withheld, conditioned or delayed);
29. A cocktail lounge, bar or tavern (except in connection with a sit down restaurant);
30. A business primarily devoted to the sale of guns or other deadly weapons;
31. A commercial or coin operated laundry or dry cleaner with cleaning facilities on site (provided that the foregoing shall not prohibit a coin operated laundry used in conjunction with a motel/hotel or prohibit a dry cleaner with offsite cleaning facilities);
32. A mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;
33. A business primarily devoted to check cashing or short term "payroll" loans (provided that the foregoing shall not prohibit a full service bank);
34. A fast-food operator (e.g., McDonald's, Burger King, Wendy's; Taco Bell, Arby's, Popeye's, Chick-fil-A);
35. A fast-casual food service operator serving full meals where customers order at a counter (e.g., Chipotle, Panera) (provided that the foregoing shall not prohibit such a food service operator if (i) such establishment does not contain a drive-through window, (ii) such establishment effectively screens the dumpsters for such establishment so that the garbage or refuse from such establishment is not visible from both the other Parcel and the Shared Driveway, and (iii) the Owner of the Parcel on which such establishment will be located obtains approval from the Owner of the other Parcel as to the size, design and composition of such screening, which approval shall not be unreasonably withheld, conditioned or delayed);
36. A convenience store (provided that the foregoing shall not prohibit a convenience store if such store effectively screens the dumpsters for the store so that the garbage or refuse from such store is not visible from both the other Parcel and the Shared Driveway and if the Owner of the Parcel on which such use will be located obtains approval from the Owner of the other Parcel as to the size, design and composition of such screening, which approval shall not be unreasonably withheld, conditioned or delayed); and
37. The storage or placement of any construction materials on a Parcel outside of any building or structure, which materials are visible from either the other Parcel or the Shared Driveway; provided, however, that: (i) this prohibition shall not apply to any materials located on a Parcel that will be incorporated into or are being used for a construction or remodel project in progress on that Parcel; and (ii) packaged materials of a type and size typically sold at retail hardware stores (e.g., Ace Hardware) may be placed and stored on a Parcel in connection with the operation of a retail hardware store on such Parcel.



January 9<sup>th</sup>, 2023

Zack Jones  
Associate Planner  
City of Fitchburg  
5520 Lacy Road  
Fitchburg, WI 53711  
(608) 270-4256  
[Zack.Jones@fitchburgwi.gov](mailto:Zack.Jones@fitchburgwi.gov)



**Re: Response to City Comprehensive Development Plan Amendment Comments  
CDP-2453-23 Fitchburg Senior Living at Orchard Pointe**

Mr. Jones,

Ryan Companies US, Inc. is pleased to provide the following responses to the City of Fitchburg comments received January 4, 2023. For reference, comments are provided below in *italicized* text.

---

***Public Works Review #1***

***General Comments***

1. *None.*

Response:

Comment noted.

***Traffic Comments***

1. *There is an access easement centered on the lot line between lots 1 and 2 of the CSM. Some traffic from Lot 1 will also presumably use the northerly drive access across Lot 2 to access their property. Therefore, some type of access easement should be provided for the east-west drive at the north end of Lot 2 to provide this access to Lot 1.*

Response:

This comment should be no longer applicable as the site layout has been adjusted to remove the east-west drive on the north portion of Lot 2. Please refer to the updated site plan included in this resubmittal.

2. *A monument sign is noted at the site access point. This monument shall be set in a location as to not block site distance for vehicles exiting the driveway.*

Response:

Comment noted.

Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, Minnesota 55415

ph: 612-492-4000  
[ryancompanies.com](http://ryancompanies.com)

### **Water Main and Sanitary Sewer Comments**

1. *Water impact fees will need to be paid prior to release of any building permits. These fees will be included with the permit fee. The 2022 fee per unit is \$907. These fees are adjusted annually.*

Response:

Comment noted.

2. *Provide a copy of the recorded sanitary lateral maintenance agreement for Lot 1 and 2 within CSM 15267.*

Response:

A recorded Declaration of Easements, Covenants and Restrictions that includes provisions for utilities easements and maintenance is included as part of this response to comments.

3. *If the exiting sanitary lateral to this lot off of Fitchrona Road is not used, it will need to be abandoned at the main per the latest edition of the City of Fitchburg Standard Specifications for Public Works Construction.*

Response:

Comment noted.

4. *There is an 8" water service stubbed into this lot near the Resort Lifestyle Community's entrance per sheet 56 in the submittal. This service shall be used for this development.*

Response:

Comment noted.

5. *Please provide a recorded copy of the "38' Wide Access & Utility Easement" for review. The City may have additional comments after review of this easement.*

Response:

A recorded Declaration of Easements, Covenants and Restrictions that includes provisions for the 38' Wide Access & Utility Easement is included as part of this response to comments.

6. *The City is strongly encouraging property owners to find ways to reduce chloride levels in their wastewater. Costly wastewater treatment plant upgrades will be required if the peak chloride levels are not reduced. MMSD has a grant program available for water softening. For more information in regards to this grant program please visit <https://www.madsewer.org/Programs-Initiatives/Chloride-Reduction>.*

Response:

Comment noted.

### **Erosion Control and Stormwater Management (ECSWM) Comments**

1. *Follow the DNR's Site Evaluation for Stormwater Infiltration (1002) guidance to determine the infiltration rate used for modeling prior to submitting the stormwater report. Subsurface soil investigation must cover a sufficient area of the site for an infiltration exemption to be granted.*

Response:

Comment noted.

2. *An existing regional basin may be used to meet peak rate and TSS requirements.*

Response:

Comment noted.

3. A new Erosion Control & Storm Water Management permit application will need to be submitted to the Fitchburg Public Works Department for review and approval if land disturbance will exceed 4,000 s.f. The ECSWM application and information on requirements can be found at: <http://www.fitchburgwi.gov/231/ECSWM-Requirements>.

Response:

Comment noted.

4. A stormwater maintenance agreement (recorded at the Dane County Register of Deeds office) will be required for the necessary private stormwater management practices approved by the City (e.g. private storm sewer, rain gardens, etc.). A draft copy of this agreement is due with the ECSWM application materials. After approval of the agreement language, a recorded copy must be provided to the City prior to issuance of the ECSWM Permit.

Response:

Comment noted.

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### **Parks, Recreation, and Forestry**

**Scott Endl - Director**

#### **ALTA/NSPS Land Title Survey**

1. *Parkland Dedication per Ordinance 24-2(d)(2)(a); Dedication of parks, playgrounds, recreation and open spaces – 2,900 square feet per dwelling unit.*

Response:

Comment noted.

Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, Minnesota 55415

ph: 612-492-4000  
[ryancompanies.com](http://ryancompanies.com)

2. *Fee in lieu of Parkland Dedication per Ordinance 24-2(d)(2)(e); \$4,330 (2022 rate) per dwelling unit or approximately \$65,000 per acre of deficiency.*

Response:

Comment noted.

3. *Parkland Improvement fee per Ordinance 24-15(d)(5), 22-647(2);*
  - a. *PI Single Family Residential \$670 (2022 rate) per unit.*
  - b. *PI Two Family Residential \$335 (2022 rate) per unit.*
  - c. *PI Multi Family Residential \$160 (2022 rate) per unit.*

Response:

Comment noted.

4. *Street Frontage for Parks per Ordinance*
  - a. *Section 24-9(i) (2) of the City's Land Division Ordinance.*

Response:

Comment noted.

5. *The Council, upon receiving a recommendation from the Parks Commission and Plan Commission, shall have the authority to allow alternative dimensions for frontages and the park if it can be found that the objectives of access and visibility can be fulfilled.*

Response:

Comment noted.

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**Planning and Zoning**

**Planning Staff Review #1**

1. *Please be prepared to provide an overview of your proposal to the Plan Commission and to be available for questions. In-person or virtual attendance for applicants is permitted. Be sure to contact Deanna Schmidt or Zack in the Planning office for virtual attendance registration in advance of the meeting.*

Response:

Comment noted.

2. *Please describe any neighborhood outreach and feedback received.*

Response:

Neighborhood meeting is scheduled for January 11<sup>th</sup> at 6pm, we will provide a summary of feedback received thereafter.

3. *Please clarify that you are requesting to change the CDP land use designation (Amendment #15) from Specialty Retail Center (Commercial) to High Density Residential.*

Response:

This is correct, we are requesting a change to High Density Residential.

4. *Please confirm that the proposed R-H zoning to be requested will be appropriate as stated in the narrative. If the dimensional and/or use standards cannot be achieved for the R-H zone, a rezone to PDD may be necessary.*

Response:

We are requesting that the lot be rezoned to a PDD designation.

5. *It would be best to remove Amendment #15 from your submittal that will be shared with the Plan Commission to reduce confusion.*

Response:

The entire Amendment #15 application has been removed from the Traffic Compliance letter and replaced with excerpts of the application. Please refer to the revised letter dated January 6<sup>th</sup>, 2023 that is included as part of this response to comments.

6. *What will the expected number of employees be for the site and, with that, the total capacity of the site at once, including number of residents, employees, visitors, etc.*

Response:

The following is a summary of the total capacity of the site as it relates to employees, residents and visitors:

- There will be 90-100 full-time and part-time employees over a 24 hour period, divided over 3-shifts, when the community is full.
- Very few residents will have cars (4 max). Most Assisted Living residents have lost the ability to drive and no memory care residents will have cars.
- We typically park our communities at 75% of the total unit count. 109 units x 75% = 82 spaces.
- Parking needed during peak times (10:00 am – 2:00 pm):
  - 41 employees
  - 4 resident vehicles
  - 37 for guests and visitors

7. *The CDP shall be recorded within 30 days of common council approval. No future major change in a recorded CDP may be made without approval. Future development applications shall be consistent with the CDP.*

Response:

Comment noted.

Please do not hesitate to contact us with any questions regarding this resubmittal or if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Lockwood', written in a cursive style.

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