

## LAND FOR SALE

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Sun Prairie, WI

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### Commercial Site

**Potential Uses: Senior Living, Bank, Grocery Store, Restaurant**

Sale Details     \$2,959,630.00  
311,540 Sq. Ft

Location        Located within the beautiful Smith's Crossing Neighborhood, with unbeatable exposure to Hwy 151.  
Daily Traffic Count: 59,600

Neighborhood     • Walking Trails Throughout  
Features            • Pickleball Courts  
                          • Community Garden

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Commercial Property Manager  
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608.226.3073



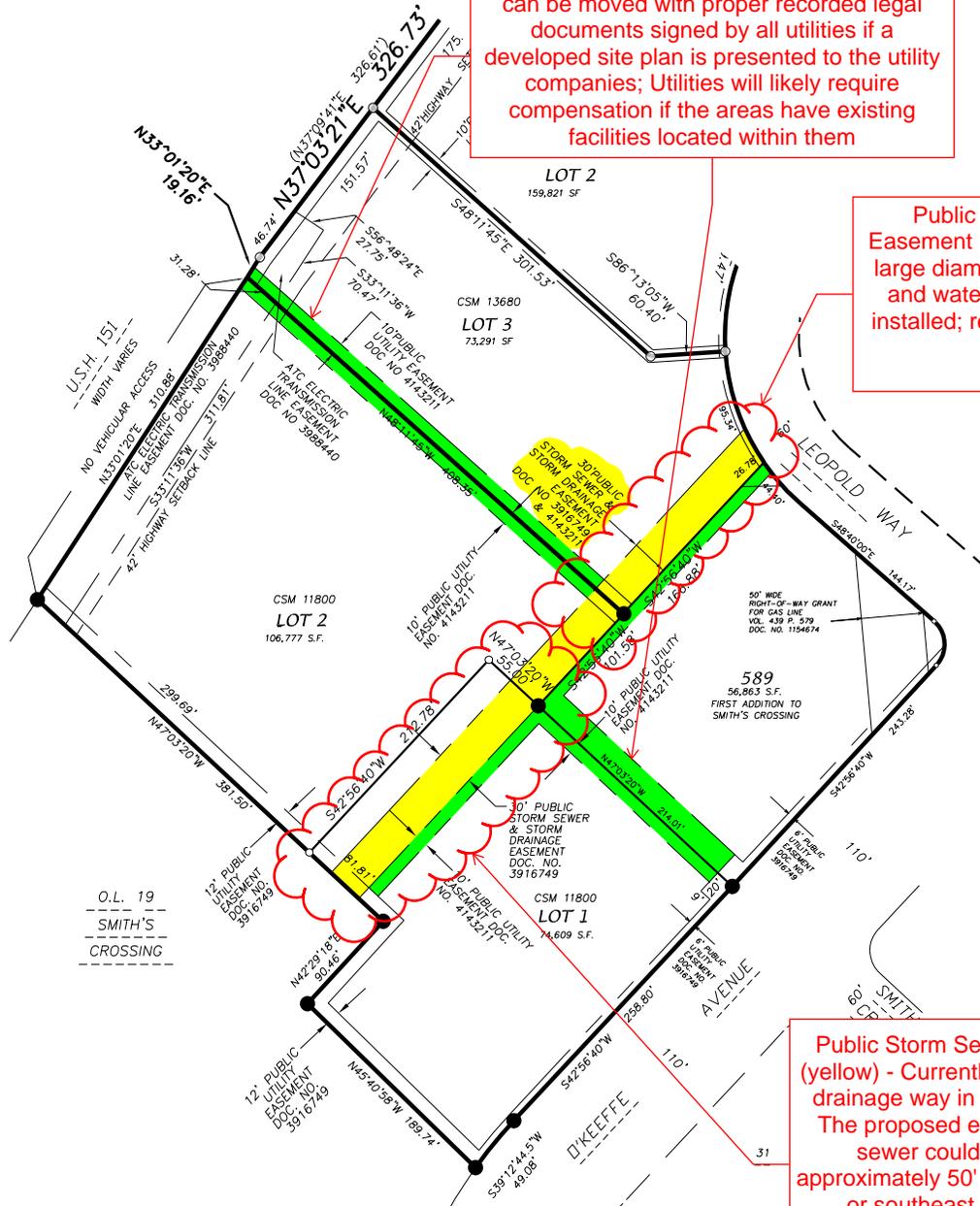
# Smith's Crossing - Town Center

## Easement Relocation Options

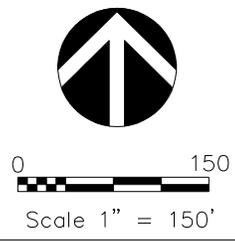
Other on site Public Utility Easements (green) can be moved with proper recorded legal documents signed by all utilities if a developed site plan is presented to the utility companies; Utilities will likely require compensation if the areas have existing facilities located within them

Public Storm Sewer Easement (yellow) - Existing large diameter storm sewer and water main currently installed; relocation could be done.

Public Storm Sewer Easement (yellow) - Currently there is only a drainage way in this area now. The proposed extended storm sewer could be moved approximately 50' to the northwest or southeast if additional structures are added to the storm sewer run that needs to be installed in this area



**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
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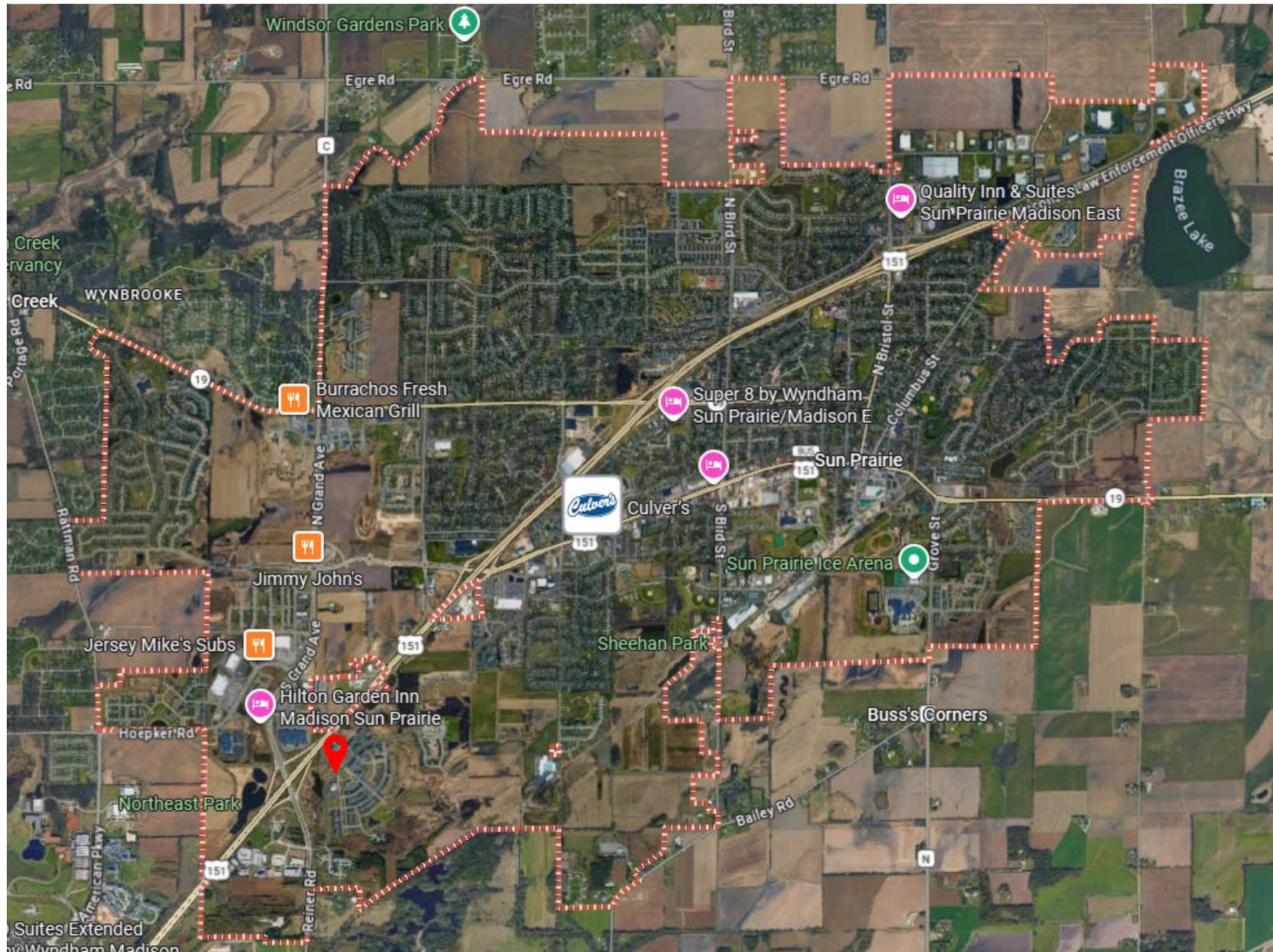


DATE: 12-10-19  
 F.N.: 05-04-131  
 REV.

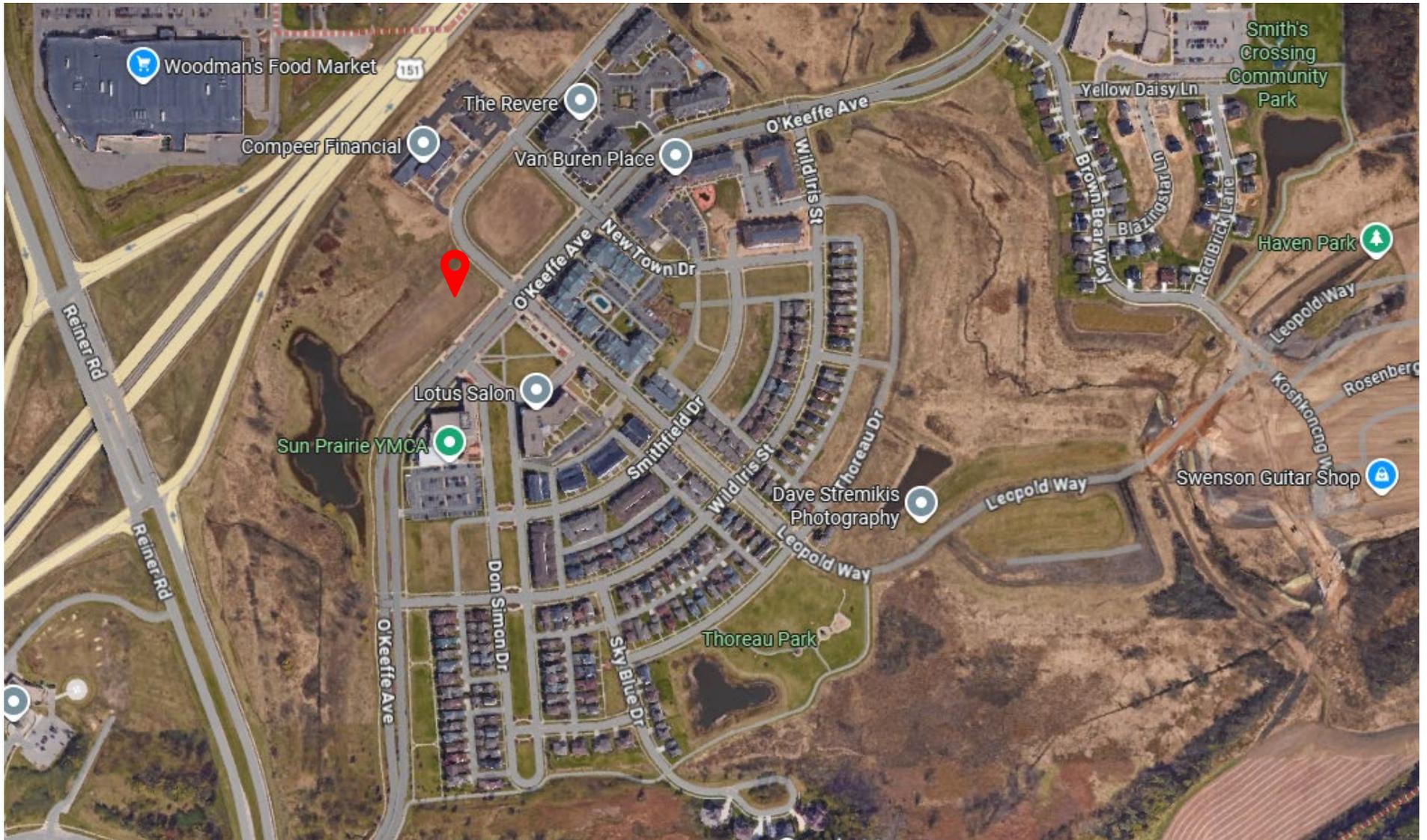
DRAWN BY:



# Sun Prairie



# Smith's Crossing Neighborhood



# Design Guidelines

## Smith's Crossing Lot M

### TOWN CENTER

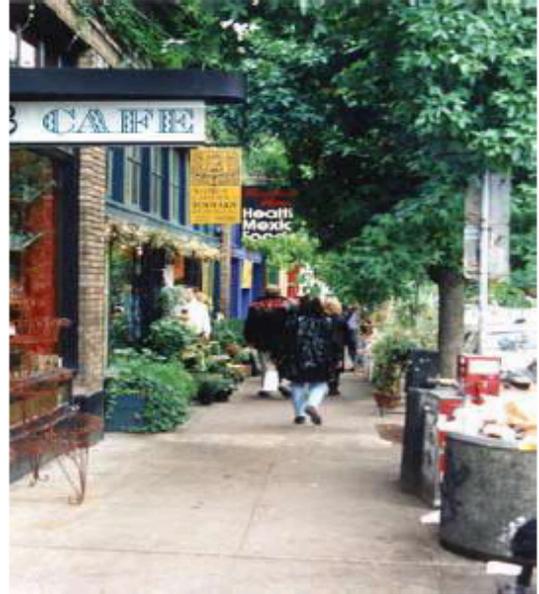
The Town Center district will supply more than just a commercial destination, but rather a unique setting for interaction, community building, work, and play. This district will function at the heart of the entire neighborhood and will recreate the "main street" feel of traditional downtown settings. Shopping opportunities with such neighborhood uses as a coffee shop, a deli, restaurants, a grocery store, and a drug store will be coupled with opportunities for offices, residences, and community functions organized around a village green. Development within this district will be carefully designed to create a pedestrian-scale environment that complements and enhances the "main street" feel, and encourage people to opt out of their cars and walk through a vibrant and active community center.

While the town center mixed use district is the heart of the neighborhood, the restored Smith House forms the pivotal architectural element of the town center. The Smith House will be the first structure established in the town center mixed use district, and as such, the commercial and residential architecture should unfold from the design of this house. The architectural properties, embedded in the Smith House, will be applied to the new building design in such a way as to avoid merely copying details or "style elements" from the historic house. The elements of pedestrian scale, vertical proportions, and levels of scale found within the house will form the starting point of the surrounding district architecture.

### Town Center District Locations



### Character Examples



# Design Guidelines

## Smith's Crossing Lot M

### **TOWN CENTER MIXED USE**

Amended: February 15, 2005

#### **Description**

The Town Center Mixed Use district will contain an integrated mixture of commercial, office, and residential components that will supply the day-to-day goods and services of the neighborhood residents. This area will contain neighborhood commercial uses typified by restaurants, coffee shops, specialty retail, dry cleaning, and drug stores, as well as commercial uses such as a grocery store, offices, and a branch bank, which by their natures are automobile-oriented. Development in this mixed use district features first floor retail or office, accented by upper story office space and residential units. The careful blend of pedestrian and street oriented retail, with auto oriented services will help create a vibrant and inclusive neighborhood shopping district.

Approximate Net Acreage	see page 27
Proposed Dwelling Units	see page 27
Proposed Development Intensity	120,000-200,000 square feet of first floor retail or office  40,000-60,000 square feet of second floor office
Maximum Total Area	390,000 square feet
Net Density	see page 27

#### **Design Characteristics**

- Minimum parking ratio of one stall per 300 square feet of office/retail (see parking descriptions, page 126)
- On-street parking will be utilized and counted into the overall parking requirements
- Parking in the district will be accommodated by a mixture of surface and underground parking.
- Shared parking shall be included as part of the area (see parking descriptions, page 126).
- Buildings front on pedestrian oriented street system
- Integrated streetscape elements
- Promote special design character of town center
- Bike racks
- Stormwater management and infiltration requirements
- Shuttle/future bus stop
- Ground floor retail with second and third story residential, lodging, or office uses
- Mixture of auto and pedestrian oriented commercial

#### **Additional Regulations**



#### **Town Center Mixed Use District Locations**



# Design Guidelines

## Smith's Crossing Lot M

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### Potential Land Uses

- Neighborhood Retail, Service and Office uses
- Mixed-Use Buildings (e.g. ground floor retail, upper floor office and/or residential uses)
- Grocery Store
- Indoor Entertainment Eating and Drinking Establishments
- Bank Site
- Pharmacy uses
- Restaurant or eating establishment

### View Looking Down O'Keeffe Avenue



# Design Guidelines

## Smith's Crossing Lot M

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### Commercial Mixed Use:

Minimum Lot Frontage

Minimum Lot Area

Front Yard Setback

Highway 151 Setback

Minimum Side Yard Setback

Minimum Rear Yard Setback

Maximum Building Height

Required Off-street Parking and Loading

Maximum Impervious Surface Ratio

Maximum Floor Area Ratio

Allowed uses

### Zoning Standards

30 feet

6,000 square feet

0-15 feet

42 feet

0 feet

0 feet

45 feet

Minimum 1 stall/300 square feet of office or retail uses

Minimum of 1 stall per mixed use residential unit

Parking will be accommodated by a mixture of on-street, surface, and underground parking stalls.

Final parking requirement will be determined in the PIP (see parking descriptions, page 126).

100%

varies (will be set in PIP)

As allowed by Section 17.16.100 Commercial Land Uses with the following exclusions:

No Permanent Outdoor Display and Sales (4)

No Indoor maintenance Service (5)

No Outdoor Maintenance Service (6)

In-vehicle Sales or Service (7) will be strongly regulated and subject to additional landscape requirements as determined by the Architectural Review Committee

No Outdoor Commercial Entertainment (9)

No Commercial Animal Boarding (10)

No Group Day Care Centers (13)

No Campground (14) uses

No Boarding House (15) uses

No Sexually-Oriented Land Uses (16)

No Automotive sales, service, or repair uses

Mixed-use buildings (commercial/office/residential) will be allowed within the district

# Design Guidelines

## Smith's Crossing Lot M

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### Character Examples

Drive-in, Drive-through, and Drive-up facilities will be closely regulated and will require additional input from the City, during the PIP submittal stages, including regulations requiring careful site design and placement, prior to implementation of these uses.

No surface parking will be allowed between the building facade and right-of-way of O'Keeffe Avenue; however, on-street parking will be a necessary requirement to accommodate some parking. The overall design of the Town Center Mixed Use area (as shown on the following page), while conceptual in nature, focuses on creating a pedestrian focused environment, with parking place behind, or between buildings, as opposed to between the buildings and O'Keeffe Avenue. The use of on-street parking and some perpendicular parking in front of the commercial uses may be necessary to accommodate close proximity parking on the urban streetscape. One potential area where parking may be placed between the commercial facade and the street frontage is where the ANR pipeline easement crosses through the town center. This area is prohibited from use by any building and may present a unique way to increase parking without detracting from the surrounding areas. Detailed design and implementation of the actual parking locations will be determined with the PIP submittals.

Surface parking areas within the Town Center Mixed Use area that are adjacent to public rights-of-way shall be screened by a fence, wall, and/or hedge, landscape treatment.

The Town Center Area is intended to create a strong urban and pedestrian focused presence along both O'Keeffe Avenue and the Village Green. To accomplish this setting, buildings will be designed with parking at the rear of the building, minimum setbacks, and minimal breaks between buildings. Extending the "urban wall" through the placement of hip walls, fences, or vegetative treatments is encouraged.

**BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker  
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide  
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the  
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
12 prohibited by law (See Lines 47-55).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you  
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of  
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION  
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,  
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR  
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER  
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 47-55).
  - 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION  
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST  
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER  
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
36 \_\_\_\_\_

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): \_\_\_\_\_  
38 \_\_\_\_\_

39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may  
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we  
43 withdraw this consent in writing. **List Home/Cell Numbers:** \_\_\_\_\_

44 **SEX OFFENDER REGISTRY**

45 *Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the  
46 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.*

47 **DEFINITION OF MATERIAL ADVERSE FACTS**

48 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that  
49 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect  
50 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision  
51 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence  
52 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce  
53 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
54 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
55 agreement made concerning the transaction.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.  
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