



Dane County Zoning & Land Regulation Committee
Land Division Shared Access Easement Application

Date: 3/1/2016

Landowner information:

Name: LISA A ARINGTON-BLESINGER
Address: 3008 McCLAIN ROAD City: Cambridge Zip Code: 53523
Daytime phone: 608 516 9151
Fax: 608-839-8950 E-mail: LISA@SHARED.MED.COM

Applicant information (if different from landowner):

Name: MICHAEL D RUMPF
Address: PO Box 1 City: Cambridge, WI Zip Code: 53523
Daytime phone: 608 423 3259 E-mail: MRUMPF@RUMPF.LAW.COM
Relationship to landowner: Attorney
Are you submitting this application as an authorized agent for the landowner? Yes No

Property information:

Property address: See ATTACHED
Tax Parcel ID #: See ATTACHED
Certified Survey Map application #: _____ Date Submitted: _____
Rezone or CUP petition #(if any): _____ Rezone / CUP public hearing date: _____

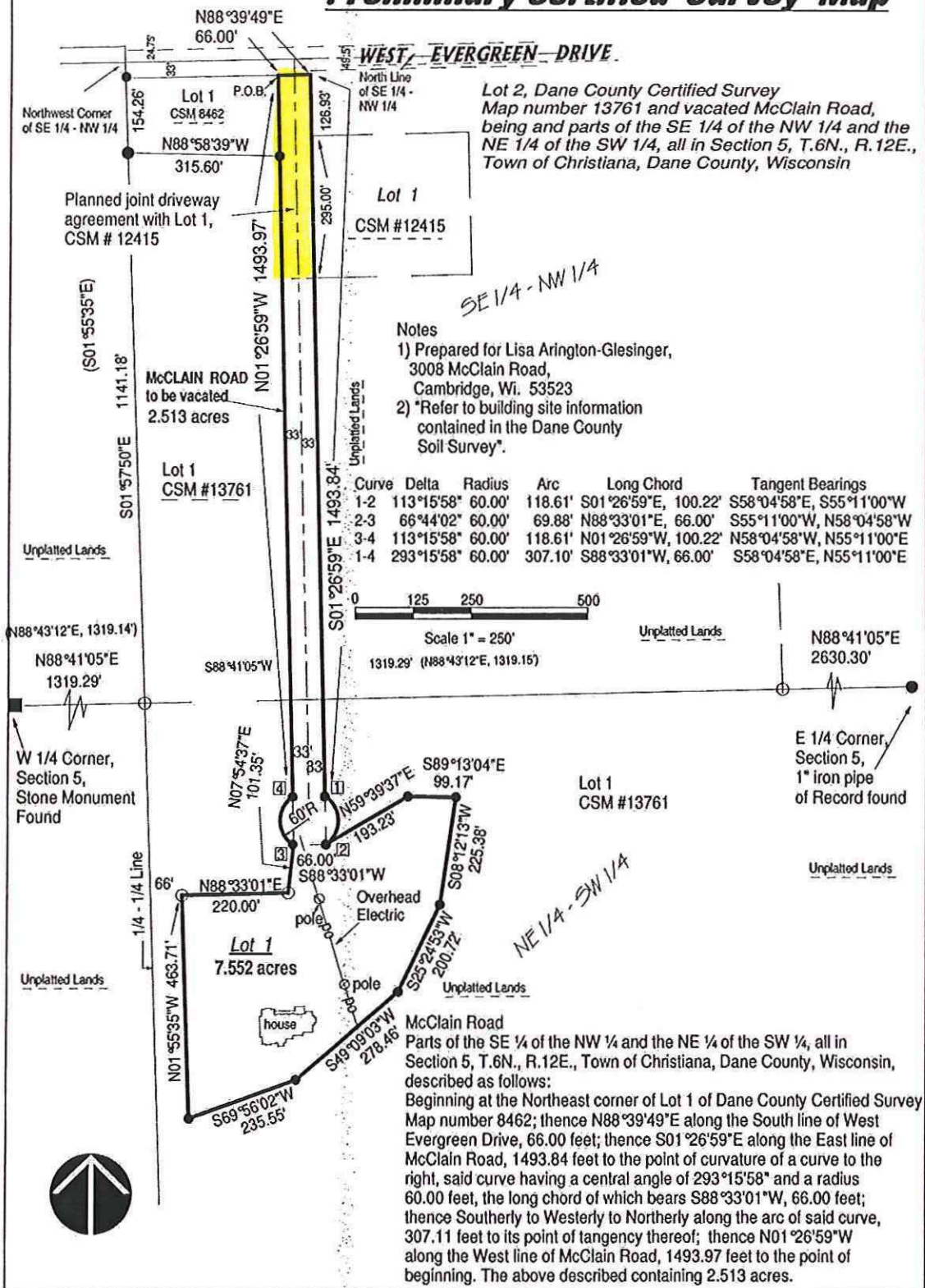
The fee for a Shared Driveway Easement application is \$200. Checks should be made payable to: Dane County Treasurer. Applications should be submitted in person at the Dane County Zoning office, Room 116, City-County Building, or sent to:

Dane County Planning and Development
c/o, Daniel Everson
210 Martin Luther King Jr., Blvd – Room 116
Madison, WI 53703-3342

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

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Preliminary Certified Survey Map



Lot 2, Dane County Certified Survey Map number 13761 and vacated McClain Road, being and parts of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4, all in Section 5, T.6N., R.12E., Town of Christiana, Dane County, Wisconsin

McClain Road to be vacated 2.513 acres

McClain Road
 Parts of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4, all in Section 5, T.6N., R.12E., Town of Christiana, Dane County, Wisconsin, described as follows:
 Beginning at the Northeast corner of Lot 1 of Dane County Certified Survey Map number 8462; thence N88°39'49"E along the South line of West Evergreen Drive, 66.00 feet; thence S01°26'59"E along the East line of McClain Road, 1493.84 feet to the point of curvature of a curve to the right, said curve having a central angle of 293°15'58" and a radius 60.00 feet, the long chord of which bears S88°33'01"W, 66.00 feet; thence Southerly to Westerly to Northerly along the arc of said curve, 307.11 feet to its point of tangency thereof; thence N01°26'59"W along the West line of McClain Road, 1493.97 feet to the point of beginning. The above described containing 2.513 acres.

<p>Wisconsin Mapping LLC <i>surveying and mapping services</i> 306 West Quarry Street, Deerfield, Wisconsin 53531 (608) 764-5602</p>	Dwg. No. 4797-16	Date 2/10/16	
	Sheet 1 of 1		
	Document No.		
	C. S. M. No.	V.	P.

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SHARED DRIVEWAY EASEMENT AGREEMENT

This SHARED DRIVEWAY EASEMENT AGREEMENT (the "Agreement") is executed this _____ day of _____, 2016 by and among Lisa A. Arington-Glesinger ("Parcel 1 Owner") and Arington Tree Farm, LLC ("Parcel 2 Owner").

RECITALS

A. Parcel 1 Owner is, the owner of certain property more particularly described on Exhibit A attached hereto and made a part hereof located in the Town of Christiana, Dane County, Wisconsin ("Parcel 1").

B. Parcel 2 Owner is the owner of certain property more particularly described on Exhibit A attached hereto and made a part hereof located in the Town of Christiana, Dane County, Wisconsin ("Parcel 2").

C. The Driveway Easement is described on Exhibit B, attached hereto and made a part Hereof located in the Town of Christiana, Dane County, Wisconsin. ("Easement")

D. Parcel 1 Owner and Parcel 2 Owner desire to create certain easements which shall be in effect in perpetuity.

E. Parcel 1 Owner and Parcel 2 Owner are collectively referred to as "Owners" and individually as an "Owner."

NOW, THEREFORE Parcel 1 Owner and Parcel 2 Owner do hereby agree as follows:

1. Creation of Shared Driveway Easement

(a) Driveway Easement. Parcel 1 Owner and Parcel 2 Owner hereby grant to the other Owners a perpetual easement and right-of-way for the benefit of the other Owners to use the real property more particularly described on Exhibit B to use such property as a joint driveway for vehicular and pedestrian ingress and egress connecting to Evergreen Drive. The Driveway Easement shall be in effect in perpetuity.

Grant by Parcel 1 Owner. Parcel 1 Owner hereby grants to Parcel 2 Owner a perpetual easement and right-of-way for the benefit Parcel 2 Owner over the Northerly 421.93 feet of proposed Lot 1, Certified Survey Map _____, to use

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such portion of Lot 1 as part of a joint driveway for vehicular and pedestrian ingress and egress connecting to Evergreen Drive.

2. Permitted Users. The easements granted under Section 1 are for the benefit of the Owners and their tenants, employees, and invitees.
3. Maintenance, Repair, Replacement. At all times, the driveway and driveway easement shall be maintained in a neat and orderly condition and in good condition and repair to provide adequate access to emergency vehicles, school buses and other equipment as determined by the Town of Christiana engineer or local fire department and EMS service.. Unless otherwise agreed in writing, Parcel 1 Owner shall pay for the maintenance, repair, replacement and snow removal.
4. Interference Prohibited. No party have the right to use the Driveway Easement shall unreasonably interfere with any other party's rights to use.
5. Notices. Any notice given in connection with this Agreement shall be in writing and shall be personally delivered or mailed to the recipient at its address for receiving property tax bills, first class mail and postage prepaid.
6. Indemnification. Each Owner shall indemnify and defend the other Owners and their respective officers, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the exercise of any easement rights hereunder by the Insuring Owner (as defined below) or its agents, contractors, subcontractors, invitees, tenants, or employees.
7. Insurance. Each Owner (the "Insuring Owner") shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the other Owners (the "Insured Owners") as insureds, to insure against injury to property, person, or loss of life arising out of the Insuring Owner's use, occupancy, or maintenance of the Insured Owners' property, with limits of coverage that are at levels customarily maintained by businesses in Dane County, Wisconsin, and shall provide the Insured Owners with a copy of the insurance policy endorsement or wording showing that the Insured Owners have been added as additional insured. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin. Each Insuring Owner shall use diligent efforts to obtain the agreement of its insurer that no such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the Insured Owners. At least thirty (30) days before the expiration of the Insuring Owner's policies, the Insuring Owner shall furnish the Insured Owners with renewals

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or “binders” of the policies, or the Insured Owners may order such insurance and charge the cost to the Insuring Owner. The Insuring Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Insuring Owner. The Insured Owners may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

8. Successors and Assigns. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel 1 Owner and Parcel 2 Owner and their respective successors and assigns.
9. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
10. Waivers. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
12. No Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. The Owners agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of “Private Drive” or “No Trespassing” signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under the Agreement.
13. Amendment. This Agreement may be amended or terminated by a written recorded instrument signed by all of the Owners.

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14. Miscellaneous provisions.

Required provisions by Dane County, Wisconsin.

- A. In the event the owners fail to adequately maintain the driveway, the Town of Christiana, at its sole discretion, may inspect and conduct repair work on the shared driveway, at the expense of the property owners.
- B. In the event the Town of Christiana requires the dedication of a future town road within the shared driveway easement, the owners consent to the dedication provided as costs of dedication is borne by the Town and the Town shall not specially assess the Owners for the dedication.
- C. Any buildings constructed on the parcels set forth in Exhibit A shall conform with the setback requirements in Section 10.17(3)(b) Dane County Ordinance.
- D. The Owners grant a permanent, unimpeded access to the lots served by the shared driveway easement for emergency service responders, utility services and other access which could be had by a public road.
- E. The Owners are prohibited from preparing any modifications to the shared driveway easement without written preapproval of the Town of Christiana and Dane County Zoning and Land Regulation Committee.

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

Parcel 1 Owner

Lisa A. Arington-Glesinger, owner

Parcel 2 Owner

Arington Tree Farm, LLC
by: Joseph L. Arington, authorized member

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2016
Lisa A. Arington-Glesinger and Joseph L. Arington, who executed the above instrument and
acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2016
Lisa A. Arington-Glesinger and Joseph L. Arington, who executed the above instrument and
acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Document drafted by:
Michael D. Rumpf
State Bar No. 1015663
P.O. Box 1
Cambridge, WI 53523
608-423-3254
mrumpf@rumpflaw.com

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EXHIBIT A

Parcel 1: The Northerly 421.93 feet of proposed Lot 1, Certified Survey Map _____, recorded in Volume _____ Certified Surveys, pages _____, as document number _____, Town of Christiana, Dane County, Wisconsin.

(Formerly Lot 2, CSM 13761 together with discontinued McClain Road)

Parcel 2: Lot 1, Certified Survey Map 12415. Town of Christiana, Dane County, Wisconsin. **PIN:** 016/0612-052-9575-0.

and

Lot 1, Certified Survey Map 8462. Town of Christiana, Dane County, Wisconsin. **PIN:** 016/0612-052-9575-0.

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EXHIBIT B

The Northerly 421.93 feet of proposed Lot 1, Certified Survey Map _____,
recorded in Volume _____ Certified Surveys, pages _____, as document
number _____, Town of Christiana, Dane County, Wisconsin.