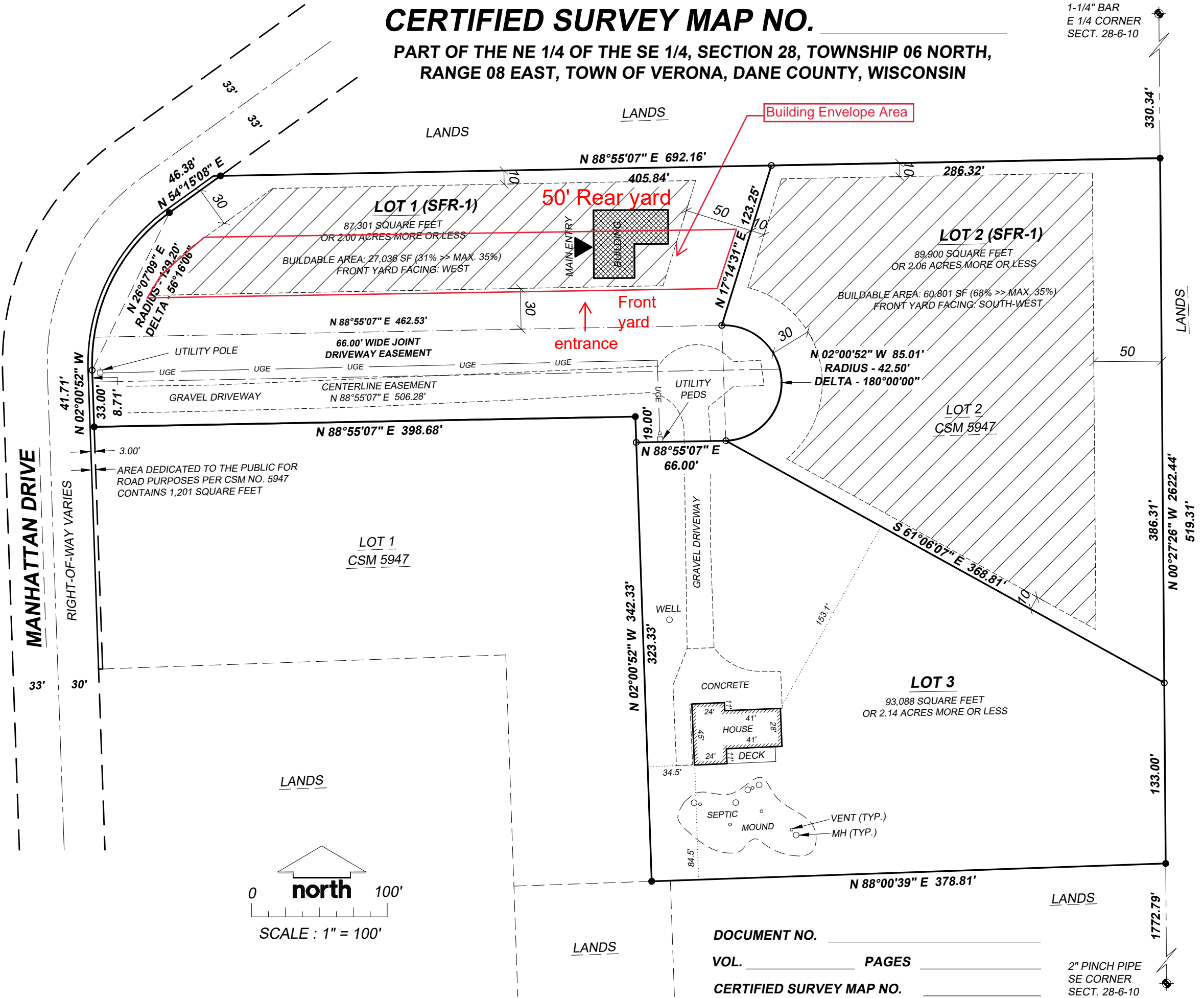


**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
PART OF THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH,  
RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN

1-1/4" BAR  
E 1/4 CORNER  
SECT. 28-6-10



|   |   |  |
|---|---|--|
| Document Number   | DECLARATION OF SHARED DRIVEWAY EASEMENT |  |
| The attached Declaration of Shared Driveway Easement relates to the real estate legally described as follows:   |   |  |
| <b>LOT 1:</b>   |   |  |
| LOT 1, CERTIFIED SURVEY MAP NUMBER _____, A DIVISION OF LOT 2, CERTIFIED SURVEY MAP NUMBER 5947, LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH, RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN. |   |  |
| <b>LOT 2:</b>   |   |  |
| LOT 2, CERTIFIED SURVEY MAP NUMBER _____, A DIVISION OF LOT 2, CERTIFIED SURVEY MAP NUMBER 5947, LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH, RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN. |   |  |
| <b>LOT 3:</b>   |   |  |
| LOT 3, CERTIFIED SURVEY MAP NUMBER _____, A DIVISION OF LOT 2, CERTIFIED SURVEY MAP NUMBER 5947, LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH, RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN. |   |  |
| This document drafted by<br>Nowlan Law LLP<br>By: Attorney Michael C. Davis<br>100 S. Main Street<br>Janesville, WI 53545   |   |  |

Recording Area

Name and Return Address  
**Norbert Repka**  
**2014 Manhattan Drive**  
**Verona, WI 53593**

Parcel Identification Number (PIN)

## DECLARATION OF SHARED DRIVEWAY EASEMENT

THIS DECLARATION is made this \_\_\_\_ day of December, 2024, by Norbert Repka and Zuzana Repka ( collectively, hereinafter “**Declarant**”).

### RECITALS

- A. Declarant is the fee simple owner of Lot 1, Lot 2, and Lot 3 (each a “**Lot**” and collectively, the “**Lots**”).
- B. Lot 1 has frontage on Manhattan Drive, while Lot 2 and Lot 3 are landlocked.
- C. A gravel driveway currently exists on Lot 1 leading from Manhattan Drive to each Lot.
- D. In anticipation of the future conveyance of one or more Lots, Declarant desires to declare a shared driveway easement on, over, and across a portion of Lot 1 for the benefit of Lot 2 and Lot 3, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Declarant does hereby declare that Lot 1 shall be and hereby is subject to the terms, covenants, restrictions, and conditions hereinafter set forth in this Declaration, so that Lot 1 shall be maintained, kept, sold, leased, and used in full compliance with and subject to this Declaration.

### DECLARATION

1. **Recitals.** The above Recitals are true and correct and incorporated herein by reference.
2. **Declaration of Easement.** Declarant does hereby declare a non-exclusive, perpetual, and unobstructed easement (the “**Easement**”), for the purpose of ingress and egress to and from Lot 2 and Lot 3, and Manhattan Drive, on, over, and across a portion of Lot 1 legally described on **Exhibit A** (the “**Easement Area**”), the use of which shall be restricted to vehicular and pedestrian traffic on, over, and across the Easement Area. The Easement shall be appurtenant to and for the benefit of Lot 2 and Lot 3. The grant of Easement and use of the Easement Area shall extend to any future owners of the Lots (each an “**Owner**” and collectively, “**Owners**”), and their respective families, tenants, licensees, permittees, and invites, including, without limitation, pedestrians, motor vehicles, and emergency and other service vehicles. The Easement is non-exclusive and any current or future Lot 1 Owner, and such Owners’ successors and assigns, and their tenants, employees, customers, contractors, subcontractors, vendors, suppliers, agents, representatives, guests and invitees shall have the right to use the Easement Area with any other Owners, consistent with the terms of this Declaration. Additionally, any

emergency service responders or utility services servicing the Lots shall have permanent and unimpeded use of the Easement Area.

3. **Co-Holders.** The Town of Verona (the “**Town**”) and Dane County (the “**County**”) shall be co-holders of the Easement and shall have the right to fully enforce the same as provided for herein.

4. **Restriction of Access.** The Easement Area shall be unobstructed at all times, except for such time when an alternate area is designated for ingress and egress so long as the obstructed period is temporary and for the purpose of improving or repairing the Easement Area. Access shall not be restricted in any manner, including but not limited to, the use of fencing, gates, or other structures. Additionally, the Easement Area shall be maintained in such a way as to provide adequate access to emergency vehicles, school buses, and other equipment (“**Emergency Access**”), as determined by the local fire department and EMS service, as well as the Town engineer. The Town and County shall have the right to inspect and, in the sole discretion of either the Town or County, perform any necessary repairs to allow for Emergency Access, which repairs shall be the responsibility of the Owners.

5. **Repair and Maintenance Costs for Access Easement.** The Easement Area currently consists of a gravel driveway (the “**Driveway**”). The Easement Area shall not be changed or improved by any Owner with respect to its existing makeup, location, or size, except with the prior written consent of a majority of the Owners. The expenses of maintaining (including without limitation snow removal), repairing, and improving the Driveway shall be shared equally by the Owners in proportion to the number of Lots owned by each Owner. Unless a majority (hereinafter defined as 50% + 1) of the Owners agree otherwise, all such maintenance, repair, and improvement, to the extent the same are reasonably necessary, shall be performed by the Lot 3 Owner. The Owners of Lot 1 and Lot 2 shall each pay their share of such expenses incurred by the Lot 3 Owner within 15 days of receipt by each such Owner of written notice of their proportionate share. The foregoing notwithstanding, if the Lot 3 Owner fails to promptly and reasonably arrange for snow and ice removal, any other Owner may arrange for said snow and ice removal and invoice the cost thereof proportionately to the other Owners as set forth above.

6. **Indemnity.** Each Owner shall indemnify and defend each and every other Owner, and such Owners’ successors and assigns from and against any and all liability, suits, actions, claims, costs, damages, compensation, attorneys’ fees, other professional fees and expenses of every kind and description (including liability and expenses in connection with loss of life, personal injury and/or damage to property) arising from, attributable to, or in any way associated with any negligent or willful act or omission by such Owner or either such Owner’s representatives, employees, contractors, subcontractors, suppliers and invitees occurring in, on or about the Easement Area.

7. **Non-use.** Non-use or limited use of the rights created by this Declaration shall not prevent any Owner or their heirs, personal representatives, successors and assigns from later use of the right of access to the fullest extent authorized in this Declaration.

8. **Setbacks.** All buildings constructed after the date hereof on Lot 1 shall be conform to the setback requirements found in Section 10.102(9)(a), Dane County Ordinances.

9. **Covenants Run with Land.** All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each Owner and their respective successors and assigns. The Easement is an easement appurtenant to Lot 1, Lot 2, and Lot 3, respectively, and benefits and burdens Lot 1, Lot 2, and Lot 3. The benefits of the Easement shall not be extended to additional users or any properties other than Lot 1, Lot 2, and Lot 3, or the Town or County, without the consent of all the Owners, the Town, and the County zoning and land regulation committee.

10. **Waiver.** No waiver of any default or any obligation by any Owner shall be implied from any omission by any other Owner to take action with respect to such default.

11. **Enforcement.** Any Owner, the Town, and/or the County shall be entitled to resort to all rights and remedies available at law or in equity in connection with a breach or threatened breach of any term or condition of this Declaration by any party including, but not limited to, the right to restrain, enjoin or prevent a breach of this Declaration or obtain any other equitable relief. If legal action is initiated by any party to enforce the terms of this Declaration, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and other costs from the non-prevailing party.

12. **No Merger.** THIS DECLARATION SHALL NOT BE EXTINGUISHED, INVALIDATED, OR OTHERWISE MODIFIED BY THE DOCTRINE OF MERGER OR BY ANY OTHER CONSEQUENCE OF COMMON OWNERSHIP, NOW OR HEREAFTER, OF LOT 1, LOT 2, OR LOT 3 OR ANY COMBINATION OR PART OF THOSE PROPERTIES.

13. **No Public Dedication.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 1 or Lot 2 including, without limitation, the Easement Area. No easements shall be implied by this agreement; in that regard, and without limiting the foregoing, no easements for signage, drainage, or utilities are granted or implied. The foregoing notwithstanding, the Owners hereby consent to the dedication of a future town road right-of-way within the Easement Area, if at any time the Town, in its sole discretion, accepts such a dedication.

14. **Severability.** Each provision of this Declaration and the application thereof to each Lot are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable

or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event that the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Owners agree to promptly cause such legal description to be prepared.

15. **Grantee's Acceptance.** The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original Owner or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of the terms, covenants, conditions, restrictions, and obligations contained herein, including the access rights established hereunder. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives covenant, consent, and agree to and with the other Owners to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. No party shall be responsible for obligations arising under this Agreement after said party's fee simple interest in said party's property has been transferred to said party's successor in interest; provided, however, that any such successor in interest shall be responsible for all obligations arising during the period in which said successor in interest holds title to said party's property.

16. **Amendment.** The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Lot 1 Owners, Lot 2 Owners, Lot 3 Owners, or any subdivided portion thereof, and the Town and the County, evidenced by a document that has been fully executed and acknowledged by all such record Owners, the Town and the County, and recorded in the official records of the Register of Deeds of Dane County, Wisconsin.

17. **Time is of the Essence.** Time is of the essence of this Declaration.

18. **Governing Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

19. **Notices.** Notices or other communications hereunder shall be in writing to the Owners and shall be delivered by personal delivery, or sent by certified mail, return receipt requested or by a national overnight courier company to the addresses of record on the most recent tax bills for Lot 1, Lot 2, or Lot 3 or any portion thereof. Notice or other communication hereunder shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time the respective address for notice or other communication hereunder by like notice to the Owners.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration of easement on the day and year first above written

DECLARANT:

\_\_\_\_\_  
Norbert Repka

\_\_\_\_\_  
Zuzana Repka

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Norbert Repka and Zuzana Repka, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission is permanent  
or expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL OF THE EASEMENT AREA**