

Document Number

**FIRST AMENDMENT TO
DECLARATION OF DRIVEWAY
EASEMENT
Title of Document**

Recording Area

Name and Return Address
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062/0608-142-9502-0 & 286/0608-142-9521-2
Parcel Identification Number (PIN)

This instrument was drafted by:
Scott A. Jackman, Esq. - Jackman Law Firm, LLC

**FIRST AMENDMENT TO
DECLARATION OF DRIVEWAY EASEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF DRIVEWAY EASEMENT (this “First Amendment”) is made as of _____, 2014, by and between County of Dane, a body politic organized pursuant to Chapter 59, Wis. Stats. (“Dane County”), and County Farm Properties, LLC, a Wisconsin limited liability company (“County Farm Properties”).

I. RECITALS.

WHEREAS, Dane County caused a declaration of driveway easement to be recorded as Document #4474756 (the “Driveway Easement”) which created an easement for pedestrian and vehicular ingress and egress to and from Lot 1 (as described below) from East Verona Avenue in the City of Verona over property owned by Dane County and legally described on Exhibit A (the “Easement Property”);

WHEREAS, County Farm Properties is the owner of the real estate described as Lot 1 of Certified Survey Map No. 12482, City of Verona, Dane County, Wisconsin (“Lot 1”);

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dane County and County Farm Properties hereby agree as follows:

II. TERMS AND CONDITIONS.

1. Amendments. Notwithstanding anything contained in the Driveway Easement to the contrary, the Driveway Easement is hereby modified and amended in all respects consistent with the following:

- a) Extension of Temporary Construction Easement. The temporary construction easement granted in Paragraph 1 of the Driveway Easement shall terminate on the earlier of (a) the completion of construction of the driveway or (b) October 31, 2015. All other terms of the temporary construction easement shall be governed by the Driveway Easement.
- b) Construction of Lot 1: The Driveway Easement shall not be used for construction access for the development of Lot 1. Construction access for the development of Lot 1 shall be limited to access directly from East Verona Avenue to Lot 1.
- c) Termination: the Driveway Easement shall terminate within 180 days of the earlier of access granted from Lot 1 to Hometown Circle or two-way access to Lot 1 from East Verona Avenue. County Farm Properties shall restore a portion of the driveway easement area to match the surrounding prairie with seed mix approved by Dane County within 180 days of expiration of the driveway easement. The area to be restored shall be from the east property line of Lot 1 (the bike path

shall be left intact) to three feet west of the three culverts that cross the driveway. The edge of the driveway that remains shall have a clean saw-cut finish. All work shall be approved by Dane County.

- d) Lighting: The following sentence from paragraph 2(a) shall be deleted: “The owner(s) of Lot 1 shall not be required to install any street lights along the easement,” and replaced with: “The owner(s) of Lot 1 shall not be required by Dane County to install any street lights along the easement but shall be responsible for any lighting that may be required by the City or Town of Verona.”
- e) Plans and specifications: The plans and specifications subject to Dane County approval in paragraph 2(a) shall include the anticipated construction dates of the driveway easement as well as plans for addressing site safety during construction.

2. CONFLICTS. In the event of a conflict between the terms of the Driveway Easement and the terms set forth in this First Amendment, the terms set forth in this First Amendment shall govern.

3. INTEGRATION. All other terms, conditions and obligations contained in the Driveway Easement shall remain unchanged and in full force and effect. In case of any conflict between the Driveway Easement and the First Amendment the provisions of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first set forth above.

[SIGNATURE PAGE FOLLOWS]

County of Dane

By: _____
Scott McDonell
Dane County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____day of _____ 2014, the above named Scott McDonell, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

COUNTY FARM PROPERTIES, LLC

By: _____
Timothy T. Neitzel, Authorized Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____day of _____ 2014, the above named Timothy T. Neitzel, as Authorized Member of County Farm Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Scott A. Jackman, Esq.
Jackman Law Firm, LLC
2620 Stewart Avenue, Suite 314
P.O. Box 1205
Wausau, WI 54402-1205

EXHIBIT A

Legal Description
40' Access Easement

A part of the Southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 14, Township 06 North, Range 08 East, Town of Verona, Dane County, Wisconsin whose centerline is described as follows:

Commencing at the Northwest corner of said Section 14; thence S $89^{\circ}43'42''$ E, along the North line of said Section 14, 1370.44 feet; thence S $00^{\circ}29'43''$ W, 1773.55 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 5530; thence S $88^{\circ}44'34''$ E, 355.71 feet; thence S $00^{\circ}32'00''$ E, 390.19 feet to the point of beginning; thence S $89^{\circ}28'30''$ E, 78.74 feet; thence along the arc of a curve concave southwesterly having a radius of 130.00 feet and whose chord bears S $63^{\circ}29'32''$ E, 113.91; thence S $73^{\circ}30'33''$ E, 60.83 feet; thence along the arc of a curve concave southwesterly having a radius of 130.00 feet and whose chord bears S $25^{\circ}17'23''$ E, 55.03 feet; thence S $13^{\circ}04'14''$ E, 177.30 feet to the point of termination in the north line of United States Highway 12 and 18. Parcel is subject to easements and restrictions of record.

Parcel Numbers:

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