



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

RECEIVED

DEC - 5 2017

Date: 11-29-17

DANE COUNTY PLANNING & DEVELOPMENT

**Landowner information:**

Name: JEFFERY S. MOERKE & ELIZABETH A. TEBON-MOERKE  
Address: 3688 JENSON LANE City: DEERFIELD Zip Code: 53531  
Daytime phone: 608-444-4244  
Fax: — E-mail: jeffmoerke@live.com

**Applicant information (if different from landowner):**

Name: SAME  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Relationship to landowner: \_\_\_\_\_  
Are you submitting this application as an authorized agent for the landowner? Yes ☐ No ☐

**Property information:**

Property address: NOT ASSIGNED (SOUTH OF 4626 HWY 73)  
Tax Parcel ID #: 024-0712-044-8500-8 & 024-0712-044-9000-1  
Certified Survey Map application #: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Rezone or CUP petition #(if any): 11203 Rezone / CUP public hearing date: 12-11-17

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.

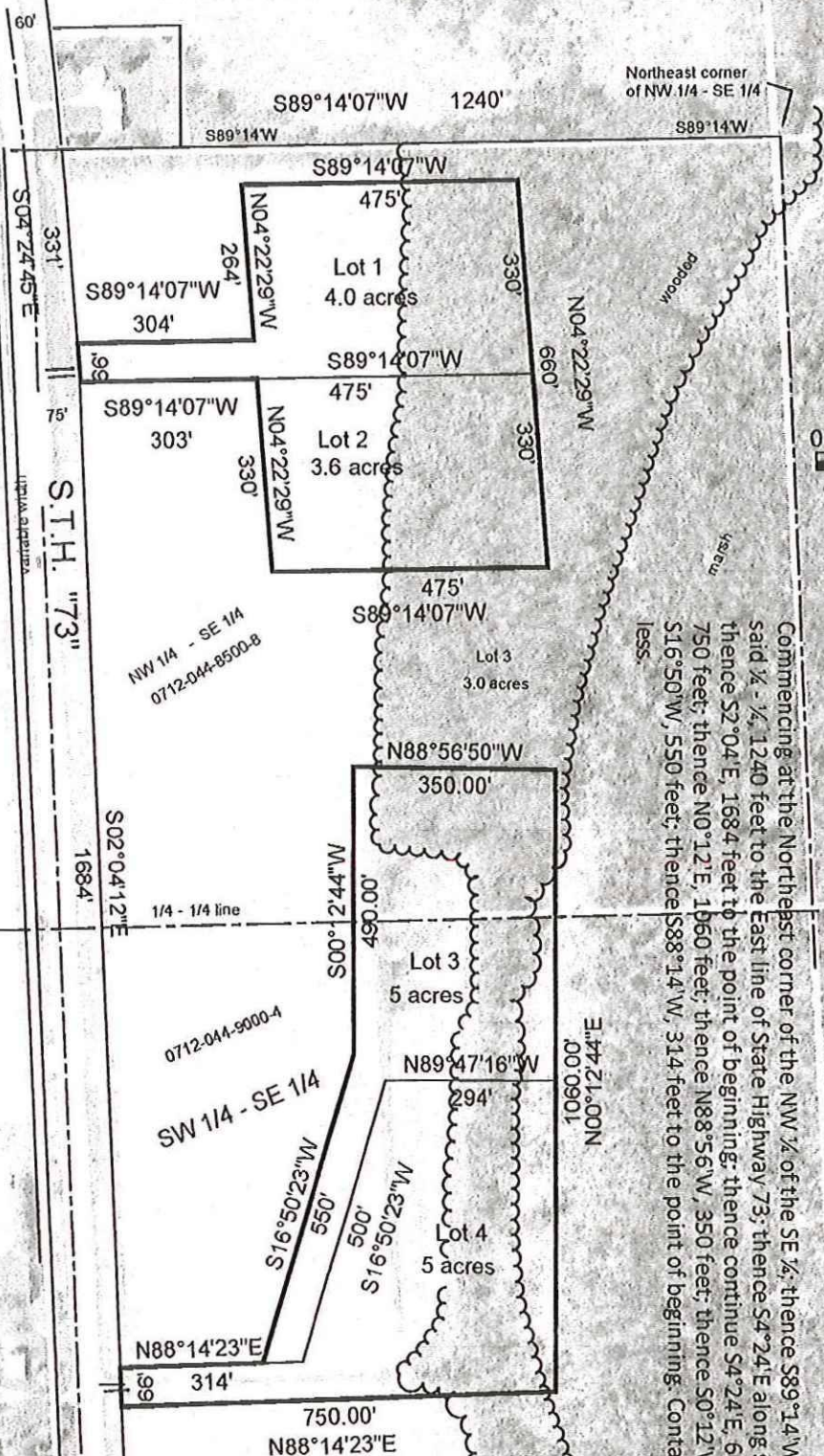
Applicants will be informed as to time and date of the meeting when their appeal will be heard by the Zoning & Land Regulation Committee.



Parts of the NW ¼ of the SE ¼ and the SW ¼ of the SE ¼, all in  
Section 4, T.7N., R.12E., Town of Deerfield, Dane County,  
Wisconsin

Commencing at the Northeast corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; thence S89°14'W along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$ , 1240 feet to the East line of State Highway 73; thence S4°24'E along said East line, 331 feet to the point of beginning; thence continue S4°24'E, 66 feet; thence N89°14'E, 304 feet; thence S4°22'E, 330 feet; thence N89°14'E, 475 feet; thence N4°22'W, 660 feet; thence S89°14'W, 475 feet; thence S4°22'E, 264 feet; thence S89°14'W, 304 feet to the point of beginning. Containing 7.6 acres more or less.

Commencing at the Northeast corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , thence S89°14'W along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$ , 1240 feet to the East line of State Highway 73, thence S4°24'E along said East line, 397 feet, thence S2°04'E, 1684 feet to the point of beginning; thence continue S4°24'E, 66 feet; thence N88°14'E, 750 feet; thence N0°12'E, 1960 feet; thence N88°56'W, 350 feet; thence S0°12'W, 490 feet; thence S16°50'W, 550 feet; thence S88°14'W, 314 feet to the point of beginning. Containing 10 acres more or less.





**SHARED (DRIVEWAY) ACCESS AGREEMENT**  
**LOTS 1 & 2 of C.S.M. # (to be supplied)**

Return To:  
RE/MAX  
Property Shop  
33 N. Main St.  
PO Box 103  
Deerfield, WI  
53531

Tax Roll Parcel  
Number:  
024/0712-044-  
8500-8  
024/0712-044-  
9000-1

**Legal Description:**

- 1.) Lot One (1) and Lot Two (2) of Certified Survey Map # (to be supplied) recorded in the Dane County Register of Deeds Office in Volume xx of Certified Survey Maps, Pages xxx-xxx as Document No. xxxxxxxxx, in the Town of Deerfield, Dane County, Wisconsin.
- 2.) Jeffery S. Moerke and Elizabeth Tebon-Moerke presently own other lands (hereinafter MOL) which lay surrounding Lots 1 and 2. Said MOL presently consists

of vacant farm lands and wood lands.

**WITNESSETH:**

**WHEREAS**, the parties (hereinafter Owners, whether present or future), which presently own Lots 1 and 2 of Certified Survey Map #(to be supplied) and MOL, hereto presently have, or will have, an ownership interest in and to the above referenced Lots 1 and 2 and MOL:

**WHEREAS**, Lots 1 and 2 and MOL described above will use a Shared Driveway Easement for ingress and egress to the respective parcels; and

**WHEREAS**, it is the intended purpose of the Owners, for and in consideration of the benefits each will mutually receive, to enter into this written Shared Access Agreement for the purpose of defining the respective rights and obligations of the Owners; and

**WHEREAS**, this Shared Access Agreement shall become binding upon execution of this document by the undersigned;

**NOW THEREFORE**, for good and valuable consideration, and the benefits to be derived from this Shared Access Agreement by each of the Owners, the Owners mutually do agree and grant to the other, their heirs, successors, and assigns the rights, title, and interest in their lands as is required and is necessary in order to create a Shared Driveway Easement over and across the following described parcel, to wit:

A 66' or wider area of vacant land which will entirely contain a gravel shared driveway as depicted on the attached map, which map is derived from Certified Survey Map # (to be supplied).



The gravel shared driveway shall be constructed to meet or exceed applicable Town of Deerfield standards, and in compliance with applicable Town of Deerfield and Dane County provisions at the access onto the U.S. Highway 73.

The actual gravel shared driveway shall be built at anytime requested by either of Lot 1 or Lot 2 and the cost of the common portion shall be shared 50/50 solely by the Owners of Lot 1 and Lot 2. It is acknowledged that the existing use of the common portion of the shared driveway by MOL is "Agricultural and Recreational" in nature and does not need a gravel surface. However, MOL shall have the right to construct maintain "extensions to the north and/or south" to cross over part of the Shared Driveway Easement area MOL's sole expense.

The Owners do mutually covenant and agree for themselves, their heirs, executors, administrators, personal representatives, successors, and assigns forever that said Shared Driveway Easement shall be subject to the following conditions:

That each of them, together with their tenants, servants, visitors, and agents, assigns and licensees, in common with all others having the like right at all times hereafter, with or without automobile or other vehicles or on foot shall have free and unrestricted access in, to, and upon the subject area and the right to use said Shared Driveway Easement as an appurtenance to their respective lands for the purposes of ingress and egress to and from the property owned by them, and to pass and re-pass along and over the Shared Driveway Easement as above described.

That the Owners will at all times keep the Shared Driveway Easement free and clear of blockages of any kind that would otherwise prevent the free and unrestricted use of the area by the others.

That the Owners will equally pay all the expenses or be responsible for the maintenance of the surface of said Shared Driveway Easement that services their property, including such surfacing, removal of snow and ice, and the care and mowing of the grass, as shall from time to time be required.

That the decision of when to repair or maintain the gravel shared driveway and the Shared Driveway Easement upon which it is sited shall be by the agreement of both Owners. If any party to this Shared Access Agreement wishes to further improve the shared driveway surface (such as blacktop) it must be done at that party's sole expense, or as per a future written agreement between the then Owners.

That the sharing of the expenses as explained in the paragraph above shall begin when the Owners of either lot have taken out their respective building permits, or otherwise utilize the property so as to merit sharing of said cost. Until such time, the expenses shall be borne solely by the Owner actively utilizing the shared driveway.

That none of the parties, their heirs, successors, agents, or assigns, shall do anything, without the written consent of the other parties, which would cause any rights of the public to attach to said Shared Driveway Easement, and said parties, for themselves, their heirs and assigns, shall do any and all things reasonably necessary in order to prevent said Shared Driveway Easement from being subservient to any rights of the public therein. However, all parties with an interest in the lands served by the Shared Driveway Easement consent to the dedication of a future town road right-of-way within the Shared Driveway Easement, at any time if the Town of Deerfield, in its sole discretion, accepts it.

Other Provisions:



a) The Shared Driveway Easement shall be maintained to provide access to emergency vehicles, school buses, and other equipment as determined by the Town of Deerfield Engineer, local fire department, and EMS Service.

b) Either the Town of Deerfield, at its sole discretion, or Dane County is authorized to inspect and conduct repair work on the Shared Driveway Easement, at the expense of the property Owners, if such Owners fail to adequately maintain the Shared Driveway Easement.

c) Building constructed on the parcel(s) served by this Shared Driveway Easement shall be set back from the Shared Driveway Easement as specified in Section 10.17(3)(b) of the Dane County Ordinances.

d) Permanent, unimpeded access to the lots served by the Shared Access Agreement is granted to emergency service responders, utility services, and other access which could be had by a public road.

e) Modifications to the Shared Access Agreement are prohibited without written pre-approval of the Town of Deerfield and the Dane County Zoning and Land Regulation committee.

f) Gates, fences, or other obstructions are prohibited on the Shared Driveway Easement.

**IT IS FURTHER AGREED** by and between the Owners that this Shared Access Agreement shall be binding upon and inure to the benefit of the Owners, and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns until amended or revoked in writing with the same formality as the execution hereof. It is also further agreed that both the Town of Deerfield and Dane County are co-holders of this Shared Access Agreement and have full enforcement rights.

IN WITNESS WHEREOF, the parties have hereunto  
set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Jeffery S. Moerke

\_\_\_\_\_  
Elisabeth Tebon-Moerke

STATE OF WISCONSIN }

} Ss.

DANE COUNTY }

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, the  
above named Jeffery S.

Moerke and Elisabeth Tebon-Moerke, to me known to be the  
person(s) who executed the foregoing instrument and  
acknowledged the same.

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

My commission expires \_\_\_\_\_.

Document Drafted By:



**SHARED (DRIVEWAY) ACCESS AGREEMENT**  
**LOTS 3 & 4 of C.S.M. # (to be supplied)**

Return To:  
RE/MAX  
Property Shop  
33 N. Main St.  
PO Box 103  
Deerfield, WI  
53531

Tax Roll Parcel  
Number:  
024/0712-044-  
8500-8  
024/0712-044-  
9000-1

Legal Description:

- 1.) Lot One (3) and Lot Two (4) of Certified Survey Map # (to be supplied) recorded in the Dane County Register of Deeds Office in Volume xx of Certified Survey Maps, Pages xxx-xxx as Document No. xxxxxxxxx, in the Town of Deerfield, Dane County, Wisconsin.
- 2.) Jeffery S. Moerke and Elizabeth Tebon-Moerke presently own other lands (hereinafter MOL) which lay surrounding Lots 3 and 4. Said MOL presently consists

of vacant farm lands and wood lands.

**WITNESSETH:**

**WHEREAS**, the parties (hereinafter Owners, whether present or future), which presently own Lots 3 and 4 of Certified Survey Map #(to be supplied) and MOL, hereto presently have, or will have, an ownership interest in and to the above referenced Lots 3 and 4 and MOL:

**WHEREAS**, Lots 3 and 4 and MOL described above will use a Shared Driveway Easement for ingress and egress to the respective parcels; and

**WHEREAS**, it is the intended purpose of the Owners, for and in consideration of the benefits each will mutually receive, to enter into this written Shared Access Agreement for the purpose of defining the respective rights and obligations of the Owners; and

**WHEREAS**, this Shared Access Agreement shall become binding upon execution of this document by the undersigned;

**NOW THEREFORE**, for good and valuable consideration, and the benefits to be derived from this Shared Access Agreement by each of the Owners, the Owners mutually do agree and grant to the other, their heirs, successors, and assigns the rights, title, and interest in their lands as is required and is necessary in order to create a Shared Driveway Easement over and across the following described parcel, to wit:

A 66' or wider area of vacant land which will entirely contain a gravel shared driveway as depicted on the attached map, which map is derived from Certified Survey Map # (to be supplied).



The gravel shared driveway shall be constructed to meet or exceed applicable Town of Deerfield standards, and in compliance with applicable Town of Deerfield and Dane County provisions at the access onto the U.S. Highway 73.

The actual gravel shared driveway shall be built at anytime requested by either of Lot 3 or Lot 4 and the cost of the common portion shall be shared 50/50 solely by the Owners of Lot 3 and Lot 4. It is acknowledged that the existing use of the common portion of the shared driveway by MOL is "Agricultural and Recreational" in nature and does not need a gravel surface. However, MOL shall have the right to construct maintain "extensions to the north and/or south" to cross over part of the Shared Driveway Easement area MOL's sole expense.

The existing Owners of MOL shall retain the right to establish another home site southerly of Lot 4 and to use the gravel shared driveway for access to that residence, in which case the future Owner of the home site of MOL shall share equally (1/3-1/3-1/3) in the costs of the maintenance of the common portion of the gravel shared driveway.

The Owners do mutually covenant and agree for themselves, their heirs, executors, administrators, personal representatives, successors, and assigns forever that said Shared Driveway Easement shall be subject to the following conditions:

That each of them, together with their tenants, servants, visitors, and agents, assigns and licensees, in common with all others having the like right at all times hereafter, with or without automobile or other vehicles or on foot shall have free and unrestricted access in, to, and upon the subject area and the right to use said Shared Driveway Easement as an appurtenance to their respective lands for the purposes of ingress and egress to and from the property owned by them, and to pass and re-pass along and over the



Shared Driveway Easement as above described.

That the Owners will at all times keep the Shared Driveway Easement free and clear of blockages of any kind that would otherwise prevent the free and unrestricted use of the area by the others.

That the Owners will equally pay all the expenses or be responsible for the maintenance of the surface of said Shared Driveway Easement that services their property, including such surfacing, removal of snow and ice, and the care and mowing of the grass, as shall from time to time be required.

That the decision of when to repair or maintain the gravel shared driveway and the Shared Driveway Easement upon which it is sited shall be by the agreement of both Owners. If any party to this Shared Access Agreement wishes to further improve the shared driveway surface (such as blacktop) it must be done at that party's sole expense, or as per a future written agreement between the then Owners.

That the sharing of the expenses as explained in the paragraph above shall begin when the Owners of either lot have taken out their respective building permits, or otherwise utilize the property so as to merit sharing of said cost. Until such time, the expenses shall be borne solely by the Owner actively utilizing the shared driveway.

That none of the parties, their heirs, successors, agents, or assigns, shall do anything, without the written consent of the other parties, which would cause any rights of the public to attach to said Shared Driveway Easement, and said parties, for themselves, their heirs and assigns, shall do any and all things reasonably necessary in order to prevent said Shared Driveway Easement from being subservient to any rights of the public therein. However, all parties with an



interest in the lands served by the Shared Driveway Easement consent to the dedication of a future town road right-of-way within the Shared Driveway Easement, at any time if the Town of Deerfield, in its sole discretion, accepts it.  
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c) Building constructed on the parcel(s) served by this Shared Driveway Easement shall be set back from the Shared Driveway Easement as specified in Section 10.17(3)(b) of the Dane County Ordinances.

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**IT IS FURTHER AGREED** by and between the Owners that this Shared Access Agreement shall be binding upon and inure to the benefit of the Owners, and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns until amended or revoked in writing

My commission expires \_\_\_\_\_.



Document Drafted By: