

Dane County Rezone Petition

Application Date	Petition Number
02/17/2025	DCPREZ-2024-12133
Public Hearing Date	
04/22/2025	

OWNER INFORMATION		AGENT INFORMATION	
OWNER NAME KELLY CONNOR (GINTHER)	PHONE (with Area Code) (608) 445-2155	AGENT NAME WYSER ENGINEERING	PHONE (with Area Code) (608) 437-1980
BILLING ADDRESS (Number & Street) 9204 GEM VIEW LN		ADDRESS (Number & Street) 300 EAST FRONT STREET	
(City, State, Zip) MOUNT HOREB, WI 53572		(City, State, Zip) Mt. Horeb, WI 53572	
E-MAIL ADDRESS KJCGINTHER@GMAIL.COM		E-MAIL ADDRESS alex.schaefer@wyserengineering.com	

ADDRESS/LOCATION 1		ADDRESS/LOCATION 2		ADDRESS/LOCATION 3	
ADDRESS OR LOCATION OF REZONE		ADDRESS OR LOCATION OF REZONE		ADDRESS OR LOCATION OF REZONE	
East of 9204 Gem View Lane					
TOWNSHIP SPRINGDALE	SECTION 17	TOWNSHIP	SECTION	TOWNSHIP	SECTION
PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED	
0607-173-9051-0		0607-202-8485-0			

REASON FOR REZONE

CREATING TWO RESIDENTIAL LOTS

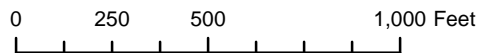
FROM DISTRICT:	TO DISTRICT:	ACRES
AT-35 Agriculture Transition District	RR-4 Rural Residential District	8.04
AT-35 Agriculture Transition District	RM-8 Rural Mixed-Use District	11.45

C.S.M REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Applicant Initials _____	PLAT REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicant Initials _____	DEED RESTRICTION REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Applicant Initials _____	INSPECTOR'S INITIALS RWL1	SIGNATURE:(Owner or Agent) PRINT NAME: DATE:
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Legend

-  Wetland
-  Floodplain



Petition 12133
Connor



Dane County
Department of Planning and Development
 Zoning Division
 Room 116, City-County Building
 210 Martin Luther King Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4266

Application Fees	
General:	\$395
Farmland Preservation:	\$495
Commercial:	\$545
<ul style="list-style-type: none"> • PERMIT FEES DOUBLE FOR VIOLATIONS. • ADDITIONAL FEES MAY APPLY. CONTACT DANE COUNTY ZONING AT 608-266-4266 FOR MORE INFORMATION. 	

REZONE APPLICATION

APPLICANT INFORMATION			
Property Owner Name:	Kelly Connor (Ginther)	Agent Name:	
Address (Number & Street):	9204 Gem View Lane	Address (Number & Street):	
Address (City, State, Zip):	Mount Horeb, WI 53572	Address (City, State, Zip):	
Email Address:	kjcginther@gmail.com	Email Address:	
Phone#:	(608)-445-2155	Phone#:	

PROPERTY INFORMATION			
Township:	Town of Springdale	Parcel Number(s):	060717390510
Section:	20 & 17	Property Address or Location:	9204 Gem View Lane Mount Horeb, WI 53572

REZONE DESCRIPTION	
<p>Reason for the request. In the space below, please provide a brief but detailed explanation of the rezoning request. Include both current and proposed land uses, number of parcels or lots to be created, and any other relevant information. For more significant development proposals, attach additional pages as needed.</p>	<p>Is this application being submitted to correct a violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

Requesting rezoning for the purpose of creating two (2) 4.02 acre parcels/lots. lot 1 and lot 2 on CSM Draft to be changed to RR-4, Lot 3 to be changed to RM-8 to reflect the lot size and use, it is currently Ag but has a density unit associated with it for residential use. Lot 4 to remain AT-35. Current land use is agricultural.

Existing Zoning District(s)	Proposed Zoning District(s)	Acres
AT-35	RR-4	4.02
AT-35	RR-4	4.02
AT-35	RM-8	11.45

Applications will not be accepted until the applicant has contacted the town and consulted with department staff to determine that all necessary information has been provided. Only complete applications will be accepted. All information from the checklist below must be included. Note that additional application submittal requirements apply for commercial development proposals, or as may be required by the Zoning Administrator.

<input type="checkbox"/> Scaled drawing of proposed property boundaries	<input type="checkbox"/> Legal description of zoning boundaries	<input type="checkbox"/> Information for commercial development (if applicable)	<input type="checkbox"/> Pre-application consultation with town and department staff	<input type="checkbox"/> Application fee (non-refundable), payable to the Dane County Treasurer
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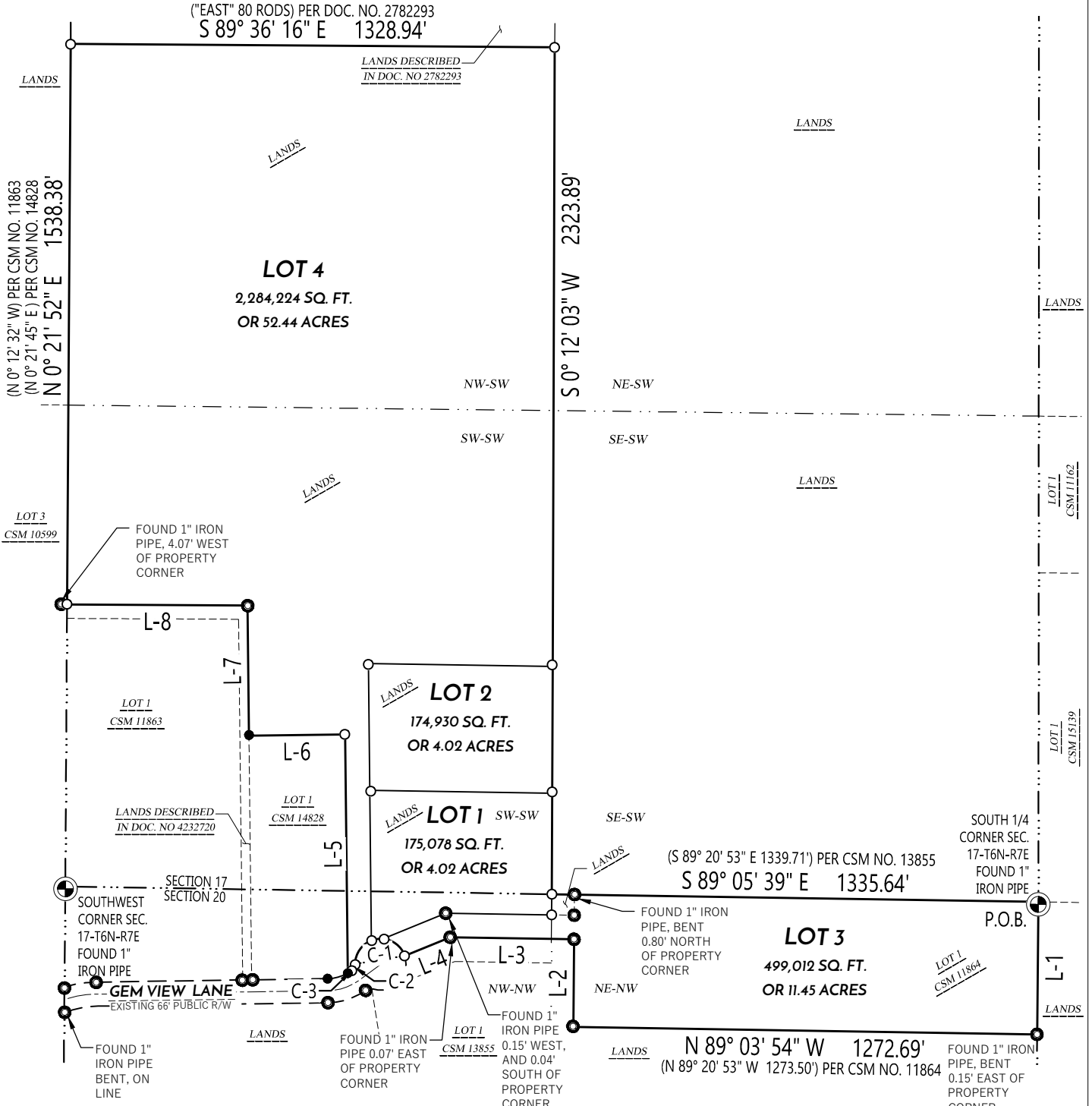
I certify by my signature that all information provided with this application is true and correct to the best of my knowledge and understand that submittal of false or incorrect information may be grounds for denial. Permission is hereby granted for Department staff to access the property if necessary to collect information as part of the review of this application. Any agent signing below verifies that he/she has the consent of the owner to file the application.

Owner/Agent Signature

Date 1/27/2025

CERTIFIED SURVEY MAP NO. _____

A CONSOLIDATION AND REDIVISION OF CERTIFIED SURVEY MAP NO. 11864 RECORDED IN VOLUME 72 OF CERTIFIED SURVEY MAPS ON PAGES 334-335 AS DOCUMENT NO. 4216586, & UNPLATTED LANDS BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN.

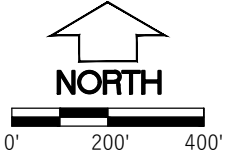


LEGEND

- SECTION CORNER
- FOUND / RECOVERED
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND, UNLESS NOTED
- 18" x 3/4" REBAR SET 1.50 LB/FT
- CSM BOUNDARY
- CSM INTERIOR BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION/QUARTER LINE
- QUARTER/QUARTER LINE
- PLATTED LINE
- CHORD LINE
- () RECORDED INFORMATION

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF JUNE 12TH, SEPTEMBER 27TH, OCTOBER 29TH, AND DECEMBER 19TH, 2024 .
2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, T6N, R7E, BEARS N 89°05' 39" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEET 2 OF 8 FOR SECTION BREAKDOWN.
5. SEE SHEET 4 OF 8 FOR INTERIOR LOT DIMENSIONS.
6. SEE SHEET 6 OF 8 FOR SECTION CORNER MONUMENT COORDINATE TABLE, AND LINE & CURVE TABLES.



File: W:\2024\241275_Kelly Connor - Town of Springdale CSM\DWG\CSM DRAFT.dwg Layout: CSM 1 of 8 User: oschoefer Plotted: Jan 24, 2025 - 4:20pm



PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KELLY J. CONNOR
9204 GEM VIEW LN
MOUNT HOREB, WI 53572

SURVEYED BY: MAL/DZ
DRAWN BY: AMS
CHECKED BY: ZMR
APPROVED BY: ZMR

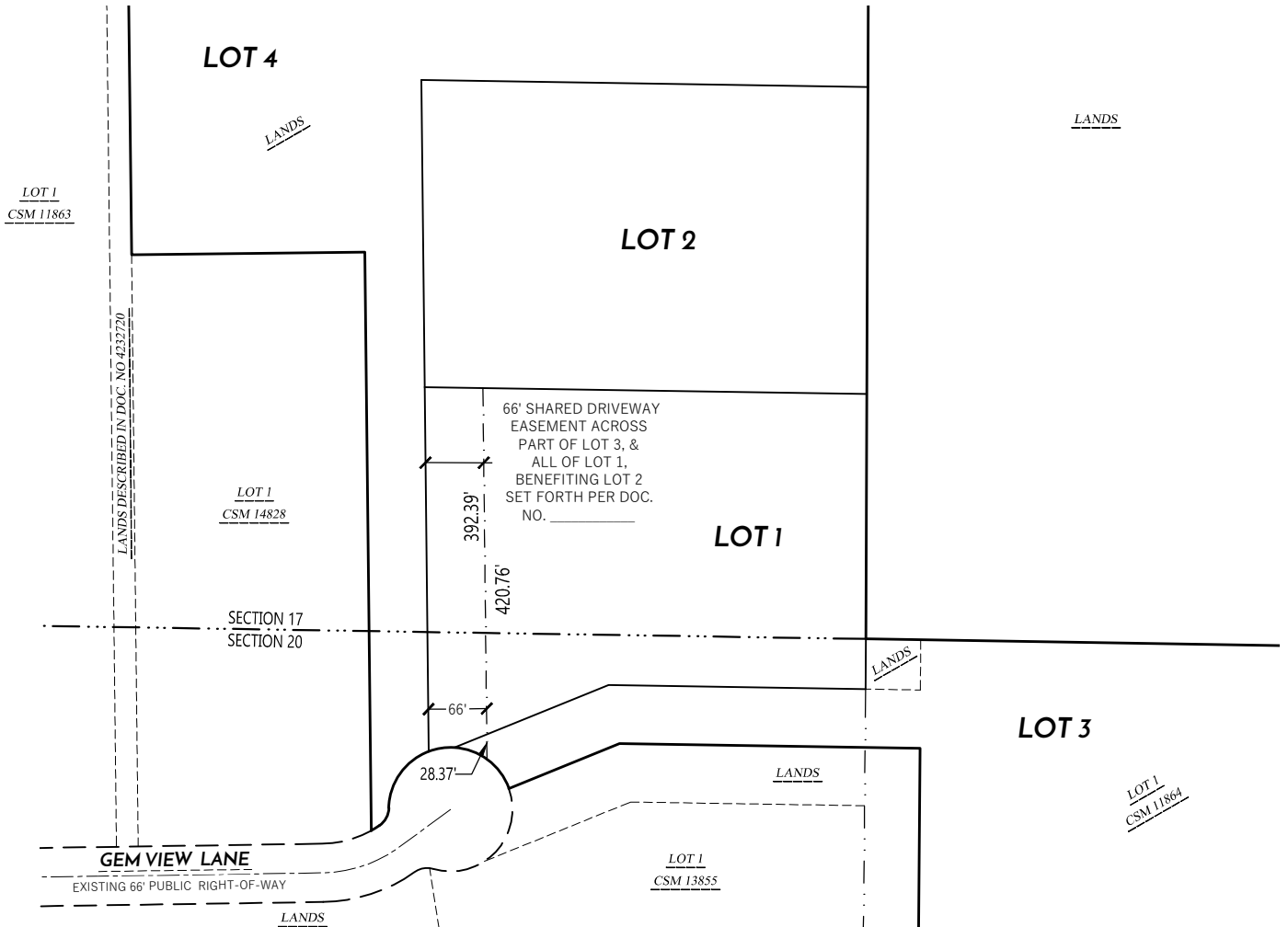
PROJECT NO: 24-1275
SHEET NO: 1 of 8

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

CERTIFIED SURVEY MAP NO. _____

A CONSOLIDATION AND REDIVISION OF CERTIFIED SURVEY MAP NO. 11864 RECORDED IN VOLUME 72 OF CERTIFIED SURVEY MAPS ON PAGES 334-335 AS DOCUMENT NO. 4216586, & UNPLATTED LANDS BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN.

PROPOSED EASEMENT DETAIL

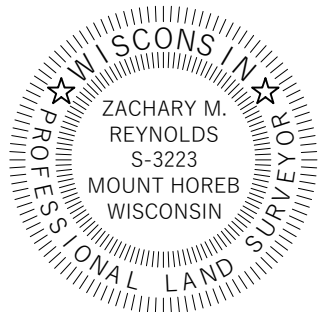
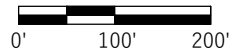


LEGEND

- CSM BOUNDARY
- - - RIGHT-OF-WAY LINE
- — — CENTERLINE
- · · · SECTION/QUARTER LINE
- · · · QUARTER/QUARTER LINE
- - - - - PLATTED LINE
- · - · - EASEMENT CREATED PER THIS CSM

NOTES:

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2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, T6N, R7E, BEARS N 89°05' 39" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEET 6 OF 8 FOR SECTION CORNER MONUMENT COORDINATE TABLE, AND LINE & CURVE TABLES.



File: W:\2024\241275_Kelly Connor - Town of Springdale CSM\DWG\CSM DRAFT.dwg Layout: CSM 5 OF 8 User: aschaefer Plotted: Jan 24, 2025 - 4:23pm



PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KELLY J. CONNOR
9204 GEM VIEW LN
MOUNT HOREB, WI 53572

SURVEYED BY: MAL/DZ
DRAWN BY: AMS
CHECKED BY: ZMR
APPROVED BY: ZMR

PROJECT NO: 24-1275
SHEET NO: 5 of 8

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

DECLARATION OF SERVITUDES

Background Facts. See Section 1 below for the definition of capitalized terms. Declarant owns the Property. Declarant makes this declaration to subject the Property to the easements, covenants, and restrictions set forth below, and in satisfaction of certain requirements imposed by the Town of Springdale and Dane County, Wisconsin in connection with its conditional approval of the CSM, which is being recorded concurrently herewith to subdivide the Property into the Lots.

Recording Area

Name and Return Address:
John P. Starkweather
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

Lot 1: TBD

Lot 2: TBD

Lot 3: TBD

Lot 4: TBD

Lot Identification Number (PIN):

1. DEFINITIONS. Words set off in initial capital letters in this agreement are defined terms that have the specific meanings ascribed to them below.
 - 1.1 “Access Uses” means the use of the Easement Area for pedestrian and vehicular access, ingress, and egress to and from Lot 1, Lot 2, Lot 3, and Lot 4, and Gem View Lane.
 - 1.2 “CSM” means Certified Survey Map No. _____, recorded on _____, 2025, with the Register of Deeds for Dane County, Wisconsin, as Document No. _____, which creates Lot 1, Lot 2, Lot 3, and Lot 4.
 - 1.3 “Declarant” means Kelly J. Connor (formerly known as Kelly J. Ginther).
 - 1.4 “Easement Area” means the real property legally described on **Exhibit A** and graphically depicted on **Exhibit B**, together with any Improvements located on that area from time to time.
 - 1.5 “Improvements” means any driveway improvements or common utility facilities existing in, on, over, or under the Easement Area now or in the future.

- 1.6 “*Lot*” means either or all of Lot 1, Lot 2, Lot 3, or Lot 4 as shown on the CSM, as the context reasonably dictates.
- 1.7 “*Maintenance*” means all future labor and materials applied as reasonably necessary or proper for the continued operation, maintenance, repair, refinishing, or replacement of the Improvements on the Easement Area in good working order for Access Uses (but not Utility Uses) to ensure that the Improvements remain in a functional and orderly condition throughout the year, and reasonably clear of snow, ice, and debris, and provide adequate access to emergency vehicles, school busses, and other equipment, as determined by the town engineer, local fire department, and EMS service.
- 1.8 “*Owner*” means and refers to any owner of any Lot.
- 1.9 “*Property*” means the real property described as Lots 1, 2, 3, and 4 of Certified Survey Map No. _____, recorded on _____, 2025, with the Register of Deeds for Dane County, Wisconsin, as Document No. _____.
- 1.10 “*Respective Share*” means a ratio, the numerator of which is the number of square feet of the Improvements used by an Owner, and the denominator of which is the total number of square feet of the Improvements used by all Owners. By way of example, suppose a paved driveway is constructed in the Easement Area and contains 13,000 square feet of Improvements. Suppose further the Owner of Lot 2 must use 100% of the Improvements to access Lot 2, the Owner of the Lot 1 must use 60% of the Improvements to reach its private driveway, and the Owner of Lot 3 uses only 5% of the Improvements. In this example, the Respective Shares of the Owners would be: (1) Lot 1, $100/165=61\%$; Lot 2, $60/165=36\%$; and Lot 3, $5/165=3\%$.
- 1.11 “*Utility Uses*” means and includes any use of the Easement Area for the installation, maintenance, repair, and replacement of utility lines and facilities for utilities serving the benefitted property, but only so long as those utility lines and facilities do not interfere with Access Uses.
2. EASEMENT. On the terms and conditions that follow, Declarant hereby declares for the benefit of Lot 2 an easement over the Easement Area located on Lot 1 and Lot 3. The characteristics of the easement hereby granted are as follows.
- 2.1 PURPOSE. The easement gives the Owner of Lot 1, and their tenants, agents, employees, guests, licensees, and invitees, the right to use the Easement Area solely for Access Uses and Utility Uses, but for no other use or purpose.
- 2.2 DURATION. The easement is perpetual, and this agreement remains in full force and effect thereafter in perpetuity until terminated as provided below.
- 2.3 APPURTENANT. The easement is appurtenant to and benefits Lot 2, and burdens Lot 1 and Lot 3.

- 2.4 NON-EXCLUSIVE. The easement is non-exclusive. No party may extend the benefit of the easements granted hereby to another without unanimous consent.
- 2.5 RESERVATION. Each party reserves all rights not expressly granted to the other party under this agreement, including, without limitation, each party's continued use of the Easement Area for any purpose not inconsistent with the easement granted above. The Owners of Lot 1 and Lot 3 may use any Improvements in common with the Owner of Lot 2, and if they do then must pay a share of Maintenance under Section 3.
- 2.6 RUNS WITH THE LAND. The terms of this agreement, including the benefits and burdens, are not personal, but rather run with the land, and are binding upon, inure to the benefit of, and are enforceable by the Lot Owners and their respective successors and assigns.
3. MAINTENANCE. Each Owner is solely and individually responsible for any labor, materials, or costs related to Utility Uses for utility services to such Owner's Lot. The parties are jointly and severally responsible for performing Maintenance as reasonably necessary from time to time according to the following terms.
- 3.1 INITIAL IMPROVEMENTS. An Owner wishing to construct Improvements on the Easement Area may do so at its sole cost and expense upon reasonable prior notice to the other Owners.
- 3.2 PROCEDURE. An Owner wishing to perform the Maintenance must provide the other Owners at least 30 days prior written notice, together with at least two bona fide, third-party bids by qualified contractors licensed to do business in Wisconsin, describing the work to be performed and the cost of the work. If no other Owner objects to the Maintenance in writing within those 30 days, then the Owner wishing to perform the Maintenance may accept the lower of the two bids and proceed with the work.
- 3.3 COST SHARING. Notwithstanding any common law or statutory provision to the contrary, each Owner is solely responsible for payment of its Respective Share of Maintenance.
- 3.4 LIEN. Each Owner hereby grants to each other Owner a lien against the Owner's Lot to secure all payments due or liabilities arising under this agreement. If any Owner does not make payment within 30 days following its scheduled due date, then the other Owners shall have the right to record a statement of lien against the Lot of the non-paying Owner with the Register of Deeds for Dane County, Wisconsin. The other Owners shall have the right to enforce any such lien against the Lot of the non-paying Owner by any procedure from time to time allowed by Wisconsin law for the foreclosure of mortgages or the enforcement of liens.
- 3.5 DAMAGE. Notwithstanding anything to the contrary in this agreement, each Owner is solely liable for and responsible for paying for damage to the Easement Area that is

caused by the negligent or intentional conduct of that Owner or any permitted user of that Owner.

4. RESTRICTION ON SUBDIVISION & BUILDING. No Owner may further subdivide its Lot, nor may any Owner of Lot 1, Lot 2, or Lot 3 build more than one single-family home on its Lot, and no single-family home is allowed on Lot 4. The Town is a third-party beneficiary of this restriction and may enforce it in the Dane County Circuit Court by injunction or other legal or equitable means.
5. ACCESS RESTRICTION. Neither Lot 1 nor Lot 2 may enjoy any rights of access other than by and through the Easement Area, and the perimetrical boundaries of Lots 1 and 2 are hereby access-restricted by any means other than the Easement Area.
6. TOWN & COUNTY PROVISIONS. The following provisions protect the Town of Springdale ("*Town*") and Dane County ("*County*").
 - 6.1 The Town and County are third-party beneficiaries of this declaration with the right to enforce it as if they were joined as parties.
 - 6.2 The Town, at its sole discretion, or the County may inspect and conduct repair work on the shared driveway Improvements, at the expense of the Owners, if the Owners fail to adequately maintain the driveway Improvements.
 - 6.3 Declarant, on behalf of itself and all future Owners, consents to the dedication of a future town road right-of-way within the shared driveway easement, at any time if the Town, in its sole discretion, accepts it.
 - 6.4 Buildings constructed on the Lots must be setback from the shared driveway easement as specified in County Ordinance Section 10.17(3)(b).
 - 6.5 Declarant, on behalf of itself and all future Owners, hereby grants permanent, unimpeded access to the Lots served by the shared driveway easement Improvements for emergency service responders, utility services, and other access which could be had by a public road.
 - 6.6 No modifications to this declaration are permitted or effective the written preapproval of the Town and the County zoning and land regulation committee.
7. DISPUTES. The parties shall attempt to settle any disputes that arise but may file an action requesting injunctive, declaratory, or monetary relief (or any combination thereof) in the event of an irreconcilable dispute. The Town of Springdale has no obligation to become involved in any dispute or conflict unless the Town Board, the Town Engineer, or the local fire department and EMS service determines the dispute or conflict relates to the safety and/or adequate access for emergency vehicles, school busses, and other emergency or Town equipment.

8. **DEFAULT.** If either party breaches or threatens to breach any of the terms of this agreement, then in addition to all rights and remedies available at law or in equity, the non-breaching party will be entitled to full and adequate relief by injunction, and such other available legal and equitable remedies from the consequences of such breach. The terms that follow also apply in the event of any breach of this agreement.
 - 8.1 **INTEREST.** Any amount due and owing under this agreement that is not repaid within 30 days from the invoice bears interest at the rate of 12% per annum, simple interest.
 - 8.2 **ATTORNEYS' FEES.** In the event of a dispute arising under this agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
 - 8.3 **REMEDIES CUMULATIVE.** The remedies specified herein will be cumulative and in addition to all other remedies permitted at law or in equity.
 - 8.4 **NO TERMINATION.** No breach of this agreement entitles any party to cancel, rescind, or otherwise terminate this agreement or the easements granted above.
9. **TERMINATION OF LIABILITY.** Whenever a transfer of ownership of either Lot 1, Lot 2, Lot 3, or Lot 4 takes place, liability of the transferor terminates as of the date of that transfer with respect to any breach of, or performance required by, this agreement occurring after the date of that transfer; and the transferee will be deemed to have assumed all obligations of the transferor arising on and after the date of transfer, so long as the transferring party has (i) delivered notice to the owner of Lot 1, Lot 2, Lot 3, or Lot 4, as appropriate, setting forth the date of transfer and the name and address of the transferee, and (ii) paid all fees due and payable before the date of transfer.
10. **NO IMPLIED EASEMENT.** Nothing contained in this agreement is intended to create or should be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. Other than as expressly granted, no easement should be implied by this agreement.
11. **GOVERNING LAW.** The laws of the State of Wisconsin govern this agreement.

12. **WAIVER.** No waiver of any default of any obligation by any party to this agreement should be implied from an omission by the other party to take any action with respect to that default.
13. **SEVERABILITY.** Each provision of this agreement is independent of and severable from the remainder of this agreement. If any provision of this agreement should be held to be invalid or to be unenforceable or not to run with the land, then that holding will not affect the validity or enforceability of the remainder of this agreement.
14. **AMENDMENT.** This agreement may not be modified, amended, canceled, or terminated, in whole or in part, without the written consent of all record Owners of any Lot, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded with the Register of Deeds for Dane County, Wisconsin. Any Owner may unilaterally record a continuation of this agreement with the Register of Deeds for Dane County, Wisconsin, to avoid the operation of Wis. Stat. § 893.33 or similar laws.
15. **NO AGENCY.** Nothing in this agreement will be deemed or construed by either party or by any third person to create the relationship of principal and agent, limited or general partners, joint venturers, or any other association between the parties.
16. **TIME OF ESSENCE.** Time is of the essence of this agreement.
17. **ENTIRE AGREEMENT.** This agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
18. **NOTICES.** Notices or other communication hereunder must be in writing and sent by certified or registered mail, return receipt requested, by other national overnight courier company, or by personal delivery. Notices will be deemed given upon receipt or refusal to accept delivery. The address for each party shall be the address to which tax bills for a party are sent, as shown in the public records.
19. **ESTOPPEL CERTIFICATES.** Each party, within thirty days of its receipt of a written request from the other party from time to time, will provide the requesting party a certification under oath stating: (a) to the best of such party's knowledge, whether any party to this agreement is in default or violation of this agreement and if so identifying such default or violation; (b) that this agreement is in full force and effect and identifying any amendments to the agreement as of the date of such certificate; and (c) the date through which any fees due under this agreement have been paid.
20. **BANKRUPTCY.** In the event of any bankruptcy affecting any party, this agreement will, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

21. MORTGAGE SUBORDINATION. Any mortgage or deed of trust affecting any portion of any Lot will at all times be subject and subordinate to the terms of this agreement, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee sale, will acquire title subject to all the terms and conditions of this agreement.

<p>_____</p> <p>Kelly J. Connor</p>	<p>STATE OF WISCONSIN)) ss. COUNTY OF DANE)</p> <p>This instrument was acknowledged before me on _____, 2025, by Kelly J. Connor.</p> <p>_____</p> <p>Print or Type Name: _____ Notary Public, State of Wisconsin</p> <p>My Commission: _____</p>
	<p>Instrument Drafted By: John Starkweather, Boardman & Clark LLP, P.O. Box 927, Madison, WI 53701</p>

EXHIBIT "A"
SHARED DRIVEWAY EASEMENT
LEGAL DESCRIPTION

PART OF LOT 1, & LOT 3 CERTIFIED SURVEY MAP NO. _____, RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES _____, AS DOCUMENT NO. _____, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AFORESAID LOT 1, CSM NO. _____; THENCE, ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST, 66.02 FEET; THENCE, SOUTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, 420.76 FEET, TO A POINT ON THE CURVING NORTHERLY RIGHT-OF-WAY OF GEM VIEW LANE; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, 69.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THE CHORD BEARS NORTH 82 DEGREES 18 MINUTES 45 SECONDS WEST, FOR 66.70 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 1; THENCE, ALONG THE WEST LINE OF SAID LOT 1, NORTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, 412.88 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINS 26,986 SQUARE FEET, OR 0.62 ACRES

NOTE: INCLUDED TO SHOW SPATIAL RELATIONSHIPS ONLY; SOME TEXT MAY BE ILLEGIBLE

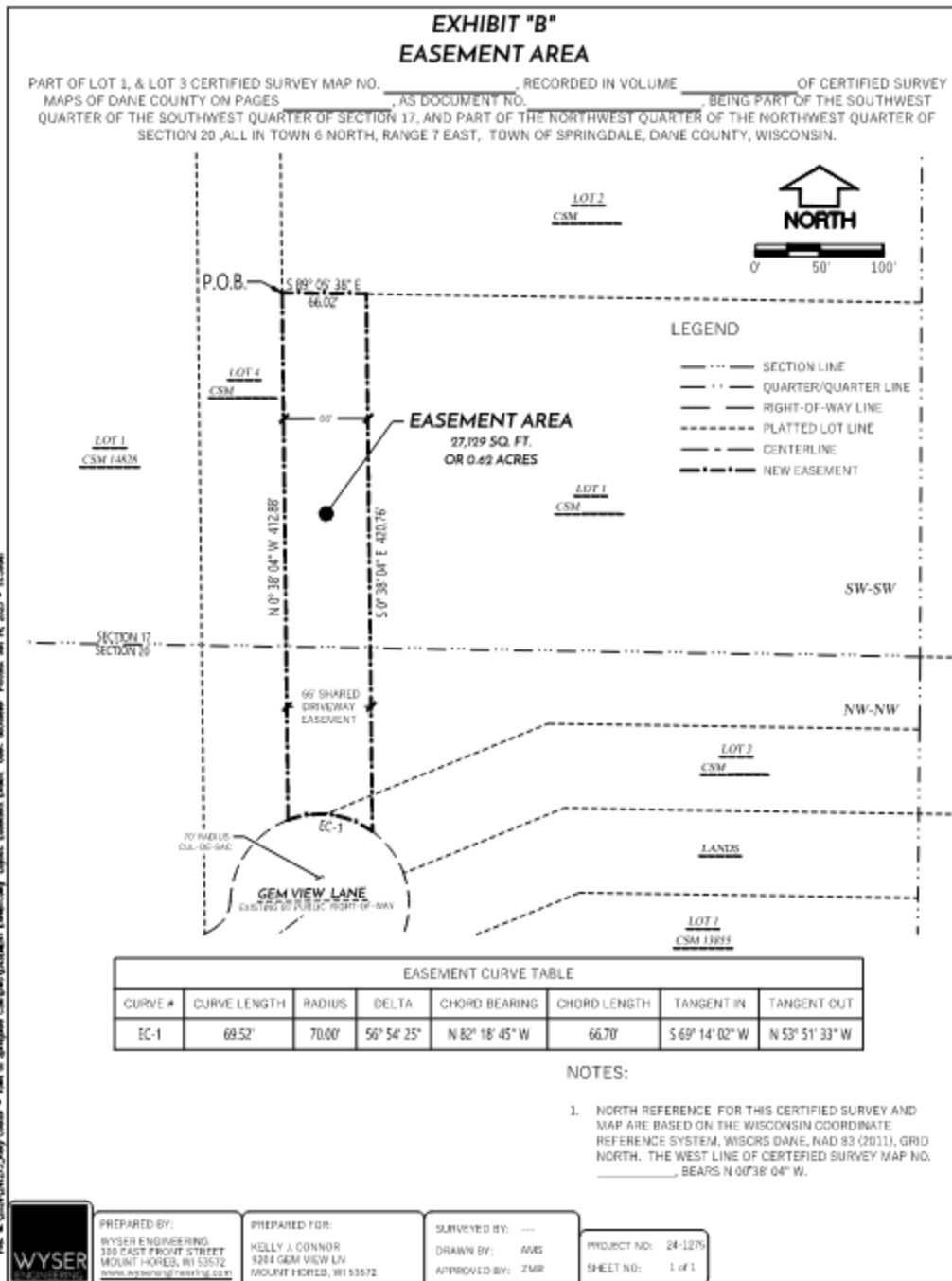


EXHIBIT "A"

SHARED DRIVEWAY EASEMENT

LEGAL DESCRIPTION

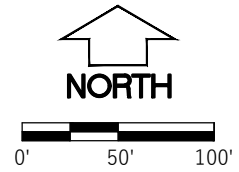
PART OF LOT 1, & LOT 3 CERTIFIED SURVEY MAP NO. _____, RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES _____, AS DOCUMENT NO. _____, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AFORESAID LOT 1, CSM NO. _____; THENCE, ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST, 66.02 FEET; THENCE, SOUTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, 420.76 FEET, TO A POINT ON THE CURVING NORTHERLY RIGHT-OF-WAY OF GEM VIEW LANE; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, 69.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THE CHORD BEARS NORTH 82 DEGREES 18 MINUTES 45 SECONDS WEST, FOR 66.70 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 1; THENCE, ALONG THE WEST LINE OF SAID LOT 1, NORTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, 412.88 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINS 26,986 SQUARE FEET, OR 0.62 ACRES

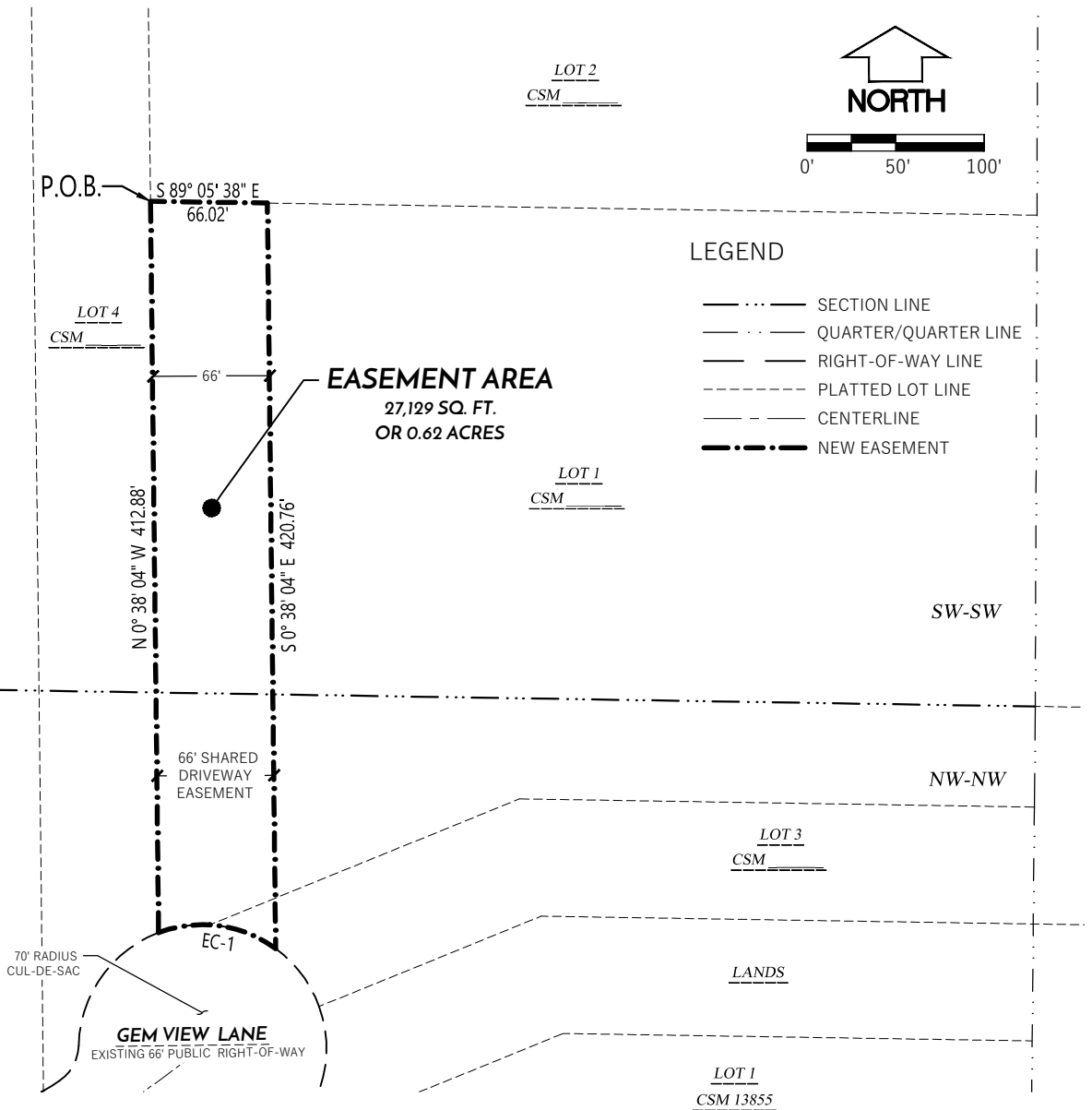
EXHIBIT "B" EASEMENT AREA

PART OF LOT 1, & LOT 3 CERTIFIED SURVEY MAP NO. _____, RECORDED IN VOLUME _____ OF CERTIFIED SURVEY
MAPS OF DANE COUNTY ON PAGES _____, AS DOCUMENT NO. _____, BEING PART OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN.



LEGEND

- · — · — SECTION LINE
- · — · — QUARTER/QUARTER LINE
- — — — — RIGHT-OF-WAY LINE
- - - - - PLATTED LOT LINE
- — — — — CENTERLINE
- · - · - · - NEW EASEMENT



EASEMENT CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
EC-1	69.52'	70.00'	56° 54' 25"	N 82° 18' 45" W	66.70'	S 69° 14' 02" W	N 53° 51' 33" W

NOTES:

1. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE WEST LINE OF CERTIFIED SURVEY MAP NO. _____, BEARS N 00° 38' 04" W.

File: W:\2024\241275_Kelly Connor - Town of Springdale CSM\DWG\EASEMENT EXHIBIT.dwg Layout: Easement Exhibit User: aschoefer Plotted: Jan 14, 2025 - 11:59am



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SURVEYED BY: ---
DRAWN BY: AMS
APPROVED BY: ZMR

PROJECT NO: 24-1275
SHEET NO: 1 of 1

LEGAL DESCRIPTION

AT-35 to RR-4

UNPLATTED LANDS BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN. DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF AFORESAID SECTION 17; THENCE, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89 DEGREES 05 MINUTES 39 SECONDS WEST, 1335.64 FEET, TO THE POINT OF BEGINNING; THENCE, SOUTH 00 DEGREES 31 MINUTES 30 SECONDS WEST, 56.79 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 38 SECONDS WEST, 290.78 FEET; THENCE, SOUTH 67 DEGREES 53 MINUTES 34 SECONDS WEST, 188.88 FEET TO A POINT ON THE CURVING NORTHERLY RIGHT-OF-WAY OF GEM VIEW LANE; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, 29.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70 FEET, THE CHORD BEARS SOUTH 81 DEGREES 15 MINUTES 42 SECONDS WEST, FOR 29.17 FEET; THENCE, NORTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, 760.61 FEET; THENCE, SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST, 505.77 FEET; THENCE, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, 624.87 FEET, BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 350,008 SQUARE FEET, OR 8.04 ACRES

AT-35 to RM-8

A CONSOLIDATION OF CERTIFIED SURVEY MAP NO. 11864 RECORDED IN VOLUME 72 OF CERTIFIED SURVEY MAPS ON PAGES 334-335 AS DOCUMENT NO. 4216586, & UNPLATTED LANDS BEING PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWN 6 NORTH, RANGE 7 EAST, TOWN OF SPRINGDALE, DANE COUNTY, WISCONSIN. DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF AFORESAID SECTION 20, ALSO BEING THE NORTHEAST CORNER OF AFORESAID CSM NO. 11864; THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE EAST LINE OF SAID CSM. NO 11864, SOUTH 00 DEGREES 34 MINUTES 32 SECONDS WEST, 363.61 FEET TO THE SOUTHEAST CORNER OF SAID CSM NO. 11864; THENCE, ALONG THE SOUTH LINE OF SAID CSM NO. 11864, NORTH 89 DEGREES 03 MINUTES 54 SECONDS WEST, 1272.69 FEET; THENCE, ALONG A WESTERLY LINE OF SAID CSM NO. 11864, NORTH 00 DEGREES 24 MINUTES 18 SECONDS EAST, 240.18 FEET; THENCE, ALONG A SOUTHERLY LINE OF SAID CSM NO. 11864, NORTH 89 DEGREES 05 MINUTES 38 SECONDS WEST, 340.00 FEET; THENCE, ALONG A SOUTHERLY LINE OF SAID CSM NO. 11864, SOUTH 67 DEGREES 53 MINUTES 34 SECONDS WEST, 135.44 FEET, TO A POINT ON THE CURVING NORTHERLY RIGHT-OF-WAY OF GEM VIEW LANE; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, 81.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70 FEET, THE CHORD BEARS NORTH 53 DEGREES 17 MINUTES 27 SECONDS WEST, FOR 77.11 FEET; THENCE, ALONG A NORTHERLY LINE OF SAID CSM NO. 11864, NORTH 67 DEGREES 53 MINUTES 34 SECOND EAST, 188.88 FEET; THENCE, ALONG A NORTHERLY LINE OF SAID CSM NO. 11864, SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST, 290.78 FEET; THENCE, ALONG A WESTERLY LINE OF SAID CSM NO. 11864, NORTH 00 DEGREES 31 MINUTES 30 SECONDS EAST, 56.79 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF

SAID SECTION 20; THENCE, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALSO BEING THE NORTH LINE OF SAID CSM NO. 11864, SOUTH 89 DEGREES 05 MINUTES 39 SECONDS EAST, 1335.64 FEET BACK TO THE POINT OF BEGINNING.SAID PARCEL CONTAINS 499,012 SQUARE FEET, OR 11.45 ACRES