

**JOINT DRIVEWAY EASEMENT
AND MAINTENANCE AGREEMENT**

In re: Lots Three (3) and Four (4), Loveland Estates,
Town of Arlington, Columbia County,
Wisconsin.

(collectively "the Parcels")

WHEREAS, Susan L. Ziegler Living Trust
(hereafter referred to as "SZLT"), is the owner of the
Parcels; and

WHEREAS, the Parcels are subject to a Shared
Driveway Easement as depicted on the Plat of Loveland
Estates, regarding a joint drive access over a portion of the
Parcels to provide access for the Parcels to and from
Loveland Road; and

WHEREAS, the legal description of the easement area depicted on the Plat of
Loveland Estates is as described on the attached **Exhibit A** (the "Easement Area"); and

WHEREAS, SZLT desires to provide for use restrictions and maintenance of the
Easement Area on the terms provided herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of
which is hereby acknowledged, the undersigned do hereby declare and agree as follows:

1. SZLT, as the owner of the Parcels, does hereby establish, create and grant an
ingress and egress easement for the benefit of the Parcels over the Easement Area as
described herein ("the Easement"), and as depicted on the Plat of Loveland Estates, on the
terms set forth herein.

2. SZLT, as the subdivider of the Lots, shall be required to initially install any
required culvert and otherwise excavate and construct the shared access within the
Easement Area according to the requirements of Title 13, Chapters 1 and 2, of the Town
of Arlington Code of Ordinances regulating shared driveways and the Driveway &
Culvert Specifications attached as **Exhibit B** and incorporated herein. SZLT shall apply
for an access permit from the Town pursuant to Title 13 to initially construct the shared
access and install any culvert within the Easement Area. At the time a single-family
residence is being constructed on either Lot served by the shared access, that Parcel

DOC # 890471

REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
03/20/2017 10:26:17AM
PAGES: 7

KAREN A MANSKE
REGISTER OF DEEDS

REC FEE: 30.00
Exempt #:

Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No.

owner shall also be responsible to apply for and obtain a driveway permit pursuant to Title 13 from the Town for the individual driveway to be constructed by said Parcel owner at the Parcel owner's sole cost from the Easement Area to the respective single-family residences, pay all permit and other fees, and construct the individual driveway according to the requirements of said Title. Any driveway constructed within the Easement Area shall be concrete or blacktop as selected by the Party installing the driveway.

3. Thereafter, all maintenance, repair and replacement costs and responsibilities associated with the Easement Area shall be paid equally by the Owners of the respective Parcels to the point where the Easement Area no longer straddles the common boundary of the Parcels. All such costs related to any driveway located outside of the Easement Area shall be paid by the Owners of the respective Parcels. Notwithstanding the foregoing, SZLT shall have no responsibility for any such maintenance costs, such that in the event a subsequent owner of one of the Parcels builds a driveway in the Easement Area for the benefit of their Parcel, said subsequent owner shall be solely responsible for all such maintenance costs until SZLT conveys ownership of the other Parcel to a third party. In the event of any deadlock between the owners of the Parcels with respect to decision making related to maintenance or improvement of the Easement Area, the Parcel Owners shall select two (2) non-Owners as representatives. The two (2) non-Owners shall then select a third non-Owner. The dispute shall be resolved by the simple majority of the three (3) person arbitration panel. The decision of the arbitration panel shall be treated as if it were a unanimous decision of all Parcel Owners. The Town has absolutely no obligation with respect to the Easement Area including the maintenance thereof or the resolution of any disputes that may arise between the Parcel owners. The sole dispute resolution procedures are those contained in this paragraph and do not involve the Town.

4. The easement declared herein shall be a permanent easement and shall be construed as an easement appurtenant and covenant running with the land.

5. No Parcel Owner shall obstruct, impede or interfere with any other Parcel Owner's use or their respective rights to the Easement Area including, but not limited to, by the parking of any vehicles, or placement of any personal property or signs of any type (temporary or permanent), in the Easement Area.

6. There shall be no improvements of any sort permitted in the joint driveway or Easement Area except for the joint driveway and other required improvements, and replacements thereof.

7. Each Parcel Owner shall indemnify and hold the other Parcel Owners harmless from any and all claims related to the exercise of the easement rights herein, and for any damages to the Easement Area resulting from the use of the Easement Area by said Parcel Owner and/or anyone acting on their behalf or with their permission.

8. The provisions of this Agreement may not be cancelled, terminated, released, amended or waived except by written agreement of the Parcel owners, which Agreement shall be recorded in the Columbia County Register of Deeds office. In addition, the Agreement may not be cancelled, terminated, released, amended or waived by the Parcel owners without the express written consent of the Town Board of the Town of Arlington, Columbia County, Wisconsin, provided the real estate is located within the governmental jurisdiction of the Town at such time or, in the event the real estate is not within the Town's jurisdiction, the local governing body in which it is located.

9. The easement shall be construed to include the permittees, licensees, invitees, tenants and guests of the owners of the Parcels, as well as service vehicles, emergency vehicles and garbage collection vehicles which may serve one (1) or more of the Parcels.

10. The easement and all of the terms hereof shall be binding upon all of the owners of the Parcels, their respective heirs, successors and assigns.

Dated this 15 day of February, 2017.

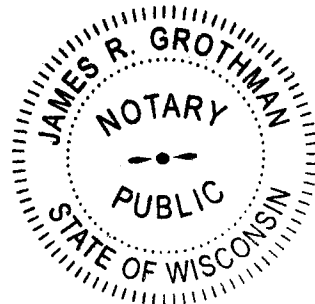
SUSAN L. ZIEGLER LIVING TRUST

By: *Susan L. Ziegler*
Susan L. Ziegler, Trustee

STATE OF WISCONSIN)
) ss.:
COUNTY OF COLUMBIA)

Personally came before me, this 15 day of February, 2017, the above named Susan L. Ziegler, Trustee of the Susan Ziegler Revocable Trust, to me known to be such person who executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

James R. Grothman
James R. Grothman
Notary Public, State of Wisconsin
My Commission: 02-23-2018



This document drafted by:
Attorney Vernon J. Jesse, MURPHY DESMOND S.C., P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

EXHIBIT A

LEGAL DESCRIPTION

Driveway Easement: (Lots 3 and 4, Loveland Estates)

Being a part of the Northwest Quarter of the Northwest Quarter of Section 2, Town 10 North, Range 9 East, Town of Arlington, Columbia County, Wisconsin, described as follows:

Commencing at the East Quarter corner of Section 2;
thence North 89°39'51" West along the East – West Quarter line of said Section 2, 3,196.09 feet to a point in the West right-of-way of US Highway 51;
thence Northwesterly along a 6,300.50 foot radius curve to the right in the West right-of-way line of US Highway 51 having a central angle of 01°46'28" and whose long chord bears North 15°27'03" West, 195.12 feet to a point in the West right-of-way line of Nick Road;
thence North 22°05'28" West along the West right-of-way line of Nick Road, 1,188.62 feet;
thence North 54°03'18" West along the South right-of-way line of Loveland Road, 367.43 feet;
thence North 55°00'29" West along the South right-of-way line of Loveland Road, 214.31 feet to the point of beginning;
thence South 34°59'31" West, 50.00 feet;
thence North 55°00'29" West, 30.00 feet;
thence North 34°59'31" East, 50.00 feet to a point in the South right-of-way line of Loveland Road;
thence South 55°00'29" East along the South right-of-way line of Loveland Road, 15.00 feet to the Northeast corner of proposed Lot 3 and the Northwest corner of proposed Lot 4, Loveland Estates;
thence continuing South 55°00'29" East along the South right-of-way line of Loveland Road, 15.00 feet to the point of beginning.
Containing 1,500 square feet, (0.03 acres), more or less.



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ENGINEERING

CONSULTING

DESIGN

FACILITATION

FINAL October 14, 2016

Town of Arlington
Attn: Peggy Benson, Clerk
PO Box 96
Arlington, WI 53911

Jim Grothman
Project Surveyor
625 E. Slifer St.
Portage, WI 53901

- SENT VIA EMAIL -

DRIVEWAY & CULVERT SPECIFICATION

RIGHT-OF-WAY IMPROVEMENTS

LOVELAND ESTATES PLAT

CULVERT SIZING

Lot 1 / 2	15" R-O-W CMCP	Ditch Depth Min. 2.25' to Driveway Surface
Lot 2	18" CMCP or HDPE	Mid-Lot Area on Driveway Tee (See Plan)
Lot 3 / 4	15" CMCP	Ditch Depth Min. 2.25' to Driveway Surface
Lot 5 / 6	No Culvert Necessary	Ditch Depth Min. 1.0' from Roadway Surface Extending in Each Direction from Driveway Location

LOT 1 / 2 SHARED DRIVEWAY EASEMENT IMPROVEMENTS

- Driveway will be shifted to align the center of the driveway with the lot line. This will require the Final Plat to be altered to show the easement straddling the lot line. This modification allows for an even split of driveway improvements but allows for the drainage improvements more along Lot 2, which is a more typical residential lot (rectangular) with more available space for drainage improvements.
- The Easement should be wide enough to accommodate the full drainage ditch and sideslopes.
- The Common Driveway (Lot 1 / 2) culvert at Loveland Road will be reduced to a 15" CMCP with a 2.25' ditch depth.
- The Common Driveway is required to be installed upfront to provide for the downslope ditch bank and to minimize ditch excavation.
- Loveland Road ditch water will be conveyed to the south, along the driveway, and discharged to the existing lowland/wetland regional area south of the proposed platted lots.
- No wetland excavation is anticipated with this project.
- See Erosion Control Plan for specifics regarding erosion control.

EXHIBIT B



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SHARED DRIVEWAY SPECS

1. All driveway approaches (and culverts) shall be installed to approximately 30' beyond the right-of-way within 90 days of Plat approval.
2. Driveway improvements for Lot 1 / 2 shall include driveway construction along the lot line easement for shared driveway.
3. To facilitate driveway installation per these specifications, the south Loveland Road ditch shall be excavated to approximate minimum depths from the shoulder as follows:
 - a. Lot 1 2.25'
 - b. Lot 2 2.5'
 - c. Lot 3 2.25'
 - d. Lot 4 2.25'
 - e. Lot 5 1.0'
 - f. Lot 6 1.0-2.0'
4. All driveway culverts shall have appropriately sized apron endwalls, HDPE culverts in non-right-of-way areas shall include corrugated metal endwalls.
5. Driveways shall be constructed with a minimum of 1' of finished surface grade cover over culvert.
6. Driveways shall be constructed to avoid water running down the surface of the driveway. Minor swale grading shall be completed alongside at least one side of each shared driveway. If necessary, driveways may be crowned to ensure adequate drainage to a swale.
7. Sideslopes along each side of the culvert at the endwalls shall not exceed 4:1.
8. Driveways shall be constructed, at the Loveland Road pavement edge, lower than the edge of payment by approximately 2% to a low point over the installed culvert.
9. Retaining walls are not allowed at the driveway location or within the right-of-way.
10. Driveway width shall be minimum of 20' and a maximum of 24'. Each driveway shall have a return radius to Loveland Road of 20' on each side of the driveway.
11. Driveway substrate shall be a minimum 6" depth of 1.5" crushed gravel, or a minimum 4" depth of 2" crushed gravel & 2" depth of ¾" crushed gravel. Subgrade shall be compacted to 90% modified proctor where fill is required.
12. Topsoil shall be stripped and may be stockpiled for re-use by the landowners. All stockpiles shall include silt fence protection to minimize erosion.
13. Topsoil respread in ditch and restoration areas shall be minimum 4" thickness. Topsoil shall be free from large stones, roots and other debris.
14. Seeded areas shall be mulched or provided with an erosion straw mat, pinned down adequately to prevent rilling and silt loss.
15. Driveway installations and right-of-way ditching shall include basic erosion control provisions, including silt fence or straw bales at each low point of the Loveland Road ditchline (see Erosion Control Plan). After



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installation, culverts shall be protected with inlet protection of either silt fence or straw bales to a point where turf is established or as directed by the Town Engineer.

- 16. The Contractor shall provide a traffic control plan to the Town Engineer prior to construction. All construction in the right-of-way shall include traffic control provisions as provided in the Wisconsin Manual on Uniform Traffic Control Devices (including the supplement to the manual).
- 17. All installed improvements under this specification shall be inspected by the Town Engineer for certification.

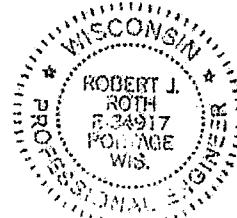
PROPOSED SIGNAGE & RIGHT-OF-WAY IMPROVEMENT PLAN

- A. Install two (2) speed limit signs per the Right-of-Way Improvement Plan (attached).
- B. Paint 12" white stop line at location shown the attached Right-of-way Improvement Plan (attached). Verify field location with Town Engineer.
- C. Remove single 36" oak tree located within the right-of-way of Loveland Road, as shown in the Right-of-Way Improvement Plan.
- D. Change Yield sign to Stop Sign at Loveland Road/Nick Road Intersection.
- E. Add "Nick Rd" (2) street signs to existing street sign post to properly designate the Nick road segment at each end.

Respectfully Submitted,

ROTH PROFESSIONAL SOLUTIONS

Robert J. Roth, PE
Town Engineer



Cc: Jeff Clark, Town Attorney

SENT VIA EMAIL