

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2019-01**

**APPROVAL OF A CERTIFIED SURVEY MAP FOR
3258 COUNTY HIGHWAY V,
IN THE VILLAGE OF WINDSOR, DANE COUNTY**

WHEREAS, Andrew Rademacher ("Petitioner") being the owner of 3258 County Highway V, has requested approval of (1) a certified survey map that will create a lot from the adjoining parent parcel; and (2) a rezone of the newly created lot from A1-EX, Exclusive Agriculture District to A-2(2), Agriculture Zoning District; and

WHEREAS, the Petitioner obtained Conditional Approval of the Certified Survey Map and Rezone request in Plan Commission 2018-27; and

WHEREAS, the Village Director of Planning / Zoning Administrator has reviewed the request and prepared a Staff Report dated December 28, 2018 (the "Staff Report") recommending approval, subject to certain conditions specified in the Staff Report; and

WHEREAS, following review of information presented at the Plan Commission meeting, the Public Hearing, the Village Board meeting and the Staff Report, the Village Board approves the Certified Survey Map, subject to the conditions specified in the Staff Report and as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

The Village of Windsor Board **Approves** of the Certified Survey Map request for Andrew Rademacher located at 3258 County Highway V, DeForest, WI, 53532, subject to the following conditions:

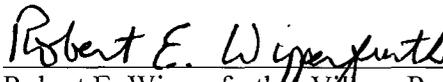
1. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
2. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Certified Survey Map with the Dane County Register of Deed's office.
3. The Petitioner shall comply with the requirements of Chapter 52-56 *A1-EX, Exclusive Agriculture District* and Chapter 52-57 *A-2(2), Agriculture District*.
4. The Petitioner shall prepare, in a form approved by the Village Attorney, and promptly record, with the Dane County Register of Deed's office, the following:
 - a. Joint Access Easement and Maintenance Agreement for the shared driveway.
 - b. Joint Well Agreement for the shared well.
 - c. Deed Restriction for Lot 1 of the Certified Survey Map prohibiting further land division based on its exhaustion of the development rights per the Village of Windsor Comprehensive Plan: 2035..
 - d. Deed Restriction for the remnant parcel prohibiting further land division based on its exhaustion of the development rights per the Village of Windsor Comprehensive Plan: 2035, with the

exception of a single land division from the remnant parcel of the existing farm residence and existing buildings, that existed prior to 1993.

5. The Petitioner shall submit cash payment to the Village of Windsor for Fees in Lieu of Land in the amount determined pursuant to Section 38-636(b) of the Village of Windsor Code of Ordinances. (\$1,499.89)
6. The Petitioner shall submit cash payment to the Village of Windsor for Fees for Initial Improvement of Parkland in the amount determined pursuant to Section 38-636(e) of the Village of Windsor Code of Ordinances. (\$1,177.59)
7. The Petitioner shall promptly reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Certified Survey Map and Rezone request, including, but not limited to, the cost of professional services incurred by the Village of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
8. The Village of Windsor Board's approval of the Certified Survey Map and Rezone request expires one hundred-eighty (180) days from the date of adoption of this Resolution. Time is of the essence. If the Petitioner encounters an unforeseen development delay, as determined by the Zoning Administrator, the Zoning Administrator is authorized to extend the one hundred-eighty (180) days expiration up to an additional one hundred-twenty (120) days. If the Petitioner has not complied with all the conditions prior to expiration, then a new application and new fees must be submitted and a complete review will be necessary.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor held on January 03, 2019, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR



Robert E. Wipperfurth - Village President

Attested by:



Christine Capstran - Village Clerk

INCORPORATED BY REFERENCE:

Staff Report
Plan Commission Resolution 2018-27
Village Board Resolution 2019-01



To: Village of Windsor Board
Cc: Robert Wipperfurth, Tina Butteris, Christine Capstran, William Cole
From: Amy Anderson Schweppe, Jamie Rybarczyk
Rpt Date: December 28, 2018
Mtg Date: January 3, 2019
Submtl Date: October 30, 2018
Aprvl Date: January 28, 2019
Re: Rademacher - CSM and Rezone

BACKGROUND:

Petitioner: Andrew Rademacher
Property Owner: Andrew Rademacher
Location / Address: 3258 County Highway V
Taxkey Number: 096/0910-014-9001-0
Area: 38.55 acres
Existing Zoning: A1-EX, Exclusive Agriculture District
Proposed Zoning: A1-EX, Exclusive Agriculture District & A-2(2), Agriculture District
Future Land Use: Agriculture Preservation

REQUEST:

The Petitioner is seeking a Certified Survey Map and Rezone in order to create one (1) residential lot for a future single-family residence.

See Exhibit A for additional information regarding the Petitioner's request.

OVERVIEW:

Lot 1 of the Certified Survey Map is 2.18 acres and will be zoned A-2(2), Agriculture District. Lot 1 will be accessed from County Trunk Highway V by a 40' ingress and egress easement. The remnant lot, with the existing residence and accessory buildings, will be 36.37 acres and zoned A1-EX, Exclusive Agriculture District.

VILLAGE STAFF COMMENTS:

The Planning, Zoning and Development Department provides the Village of Windsor Board with the following **planning, zoning and development** comment(s):

1. Village of Windsor Code of Ordinances: Chapter 38 Planning and Development

The Certified Survey Map request is consistent with the requirements for land divisions.

2. Village of Windsor Code of Ordinances: Chapter 52 Zoning Districts

The Rezone request is consistent with the requirements of A1-EX, Exclusive Agriculture Zoning District and A-2(2), Agriculture Zoning District.

3. Village of Windsor Comprehensive Plan: 2035

The Certified Survey Map and Rezone requests are consistent with the Village of Windsor Comprehensive Plan: 2035.

The Engineering Department provides the Village of Windsor Board with the following **engineering** comment(s):

1. The Village Engineer has no objections to the Certified Survey Map and Rezone.

The Surveying Department provides the Village of Windsor Board with the following **surveying** comment(s):

1. The Surveying Department has no objections to the Certified Survey Map.

The DeForest Windsor Fire & EMS District provides the Village of Windsor Board with the following **fire and emergency services** comment(s):

1. The DeForest Windsor Fire & EMS District have no objections to the land division or rezone.

VILLAGE POLICY COMMENTS/CONCERNS:

The Village Staff provides the Village of Windsor Board with the following policy comments/concerns that require further discussion and action:

1. Lot 1 will be accessed from County Trunk Highway V by a 40' ingress and egress easement. The Petitioner shall prepare and record a Joint Access Easement and Maintenance Agreement.
2. The Petitioner proposes to share a well with the remnant parcel. The Petitioner shall prepare and record a Joint Well Agreement.
3. The Petitioner shall prepare and record a Deed Restriction prohibiting the further land division of Lot 1.
4. The Petitioner shall prepare and record a Deed Restriction stating the existing farm residence and accessory buildings, that existed prior to 1993, may be split from the remnant parcel.

VILLAGE PLAN COMMISSION RECOMMENDATION:

On December 13, 2018 the Village Plan Commission recommended to the Village of Windsor Board Approval of the Certified Survey Map and Rezone request for Andrew Rademacher located 3258 County Highway V, DeForest, by Plan Commission Resolution 2018-27.

Exhibit B provides the unofficial meeting minutes for the Village Plan Commission regarding the Petitioner's request.

VILLAGE STAFF RECOMMENDATION:

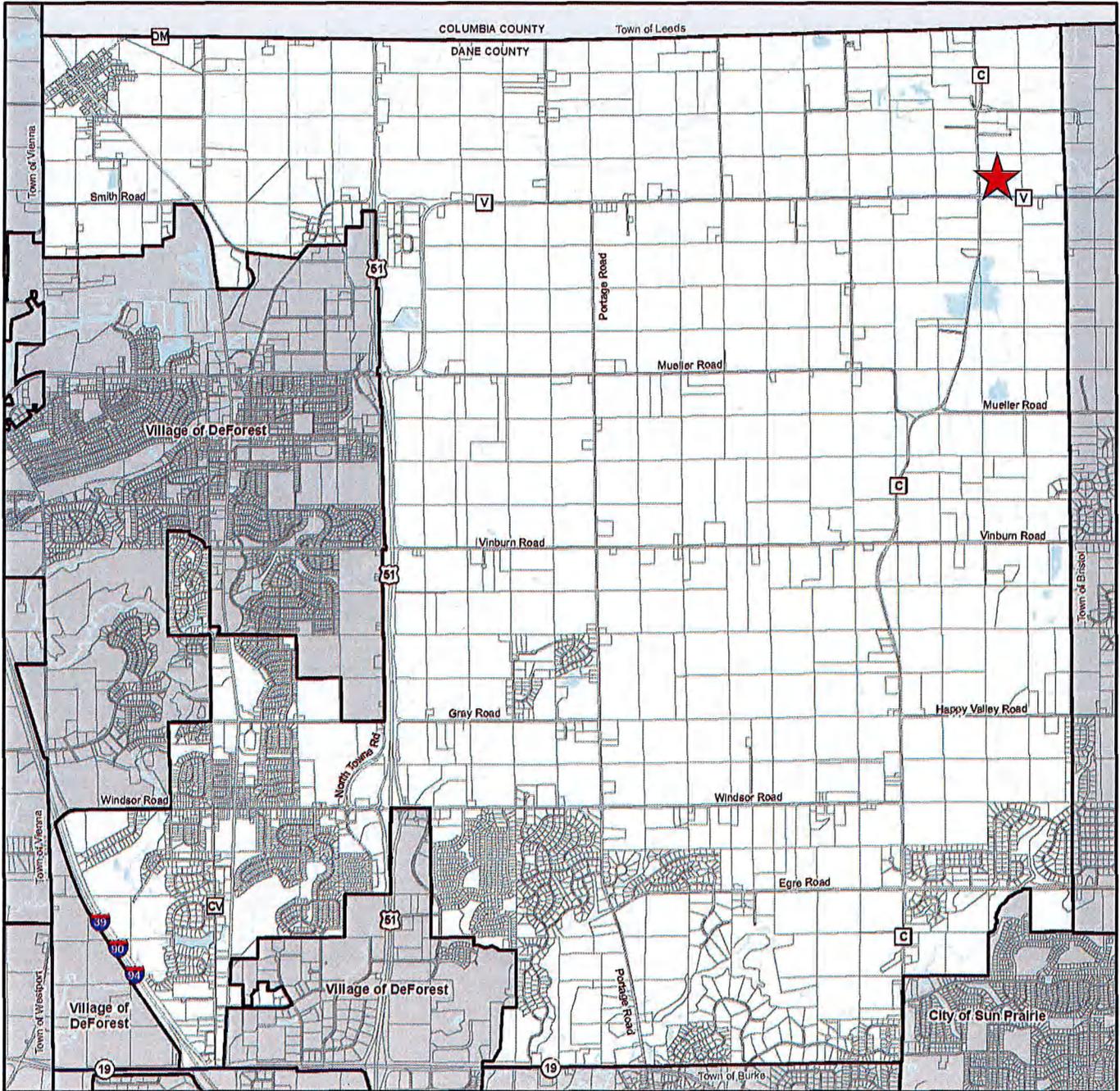
Depending on confirmation by the Village of Windsor Board of the above described comments, the Village of Windsor Board may take the following action:

The Village of Windsor Board **Approves** the Certified Survey Map and Rezone request for Andrew Rademacher located at 3258 County Highway V, DeForest, WI, subject to the following conditions:

1. Rezone
 - a. Lot 1 of the Certified Survey Map shall be rezoned from A1-EX, Exclusive Agriculture District to A-2(2), Agriculture District.
 - b. The remnant parcel shall remain A1-EX, Exclusive Agriculture District.
 - c. The Rezone request shall have a delayed effective date and shall take effect at such time as the accompanying Certified Survey Map has been recorded in the Dane County Register of Deed's Office.
2. Certified Survey Map
 - a. The Petitioner shall address the technical comments set forth in the Village Staff Comments section and Village Policy Comments/Concerns section of the Staff Report to the satisfaction of the Director of Planning/Zoning Administrator.
 - b. The Petitioner shall satisfy all conditions of approval by the Village of Windsor and any other approving authorities and shall thereafter promptly record the Certified Survey Map with the Dane County Register of Deed's office.
 - c. The Petitioner shall comply with the requirements of Chapter 52-56 *A1-EX, Exclusive Agriculture District* and Chapter 52-57 *A-2(2), Agriculture District*.
 - d. The Petitioner shall prepare, in a form approved by the Village Attorney, and promptly record, with the Dane County Register of Deed's office, the following:
 - i. Joint Access Easement and Maintenance Agreement for the shared driveway.
 - ii. Joint Well Agreement for the shared well.
 - iii. Deed Restriction for Lot 1 prohibiting further land division.
 - iv. Deed Restriction for the remnant parcel stating the existing farm residence and existing buildings, that existed prior to 1993, may be split from the remnant parcel.
 - e. The Petitioner shall submit cash payment to the Village of Windsor for Fees in Lieu of Land in the amount determined pursuant to Section 38-636(b) of the Village of Windsor Code of Ordinances. (\$1,499.89)
 - f. The Petitioner shall submit cash payment to the Village of Windsor for Fees for Initial Improvement of Parkland in the amount determined pursuant to Section 38-636(e) of the Village of Windsor Code of Ordinances. (\$1,177.59)
3. The Petitioner shall promptly reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Certified Survey Map and Rezone request, including, but not limited to, the cost of professional services incurred by the Village of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
4. The Village of Windsor Board's approval of the Certified Survey Map and Rezone request expires one hundred-eighty (180) days from the date of adoption of this Resolution. Time is of the essence. If the Petitioner encounters an unforeseen development delay, as determined by the Zoning Administrator, the Zoning Administrator is authorized to extend the one hundred-eighty (180) days expiration up to an additional one hundred-twenty (120) days. If the Petitioner has

not complied with all of the conditions prior to expiration, then a new application and new fees must be submitted and a complete review will be necessary.

LOCATION MAP:



EXHIBITS:

- A. Petitioner Application
- B. Village Plan Commission Meeting Minutes (Unofficial) of December 13, 2018

VILLAGE OF WINDSOR

General Information and Application for Development, Land Division, Site Plan and Zoning

The Village of Windsor Plan Commission typically meets on the Third Tuesday of every month at 6:00 p.m., and the Windsor Village Board typically reviews planning issues on the third Thursday of every month at 5:00 p.m. (or as otherwise scheduled) at the Village Hall, 4084 Mueller Road. Applicants must submit a complete application and materials no less than 30 days prior to the next regularly scheduled Plan Commission meeting.

Requested Action:

<input checked="" type="checkbox"/> <u> </u> Rezone	<input type="checkbox"/> <u> </u> Concept Plan	<input type="checkbox"/> <u> </u> Site Plan Review
<input type="checkbox"/> <u> </u> Conditional Use Permit	<input type="checkbox"/> <u> </u> Preliminary Plat	<input type="checkbox"/> <u> </u> Final Plat
<input type="checkbox"/> <u> </u> Variance	<input checked="" type="checkbox"/> <u> </u> Certified Survey Map	

Other Agencies that may need to be addressed (staff will provide direction):

 Dane County
 City of Sun Prairie
 Village of DeForest
 Token Creek Conservancy Committee or Windsor Parks Commission
 Capital Area Regional Plan Commission (CARPC)
 Wisconsin Department of Transportation (DOT)
 Wisconsin Department of Natural Resources (DNR)

Project Location:

 3258 CTA "V"

Parcel Number(s)

 0910-014-9001-0

Current Zoning Classification:

 AG-1
 A-2(z)

Applicant Statement (Must be signed prior to the time the Application is reviewed by staff).

I have reviewed and understand the Village of Windsor subdivision ordinance, site plan review ordinance and applicable zoning ordinance as they relate to technical specifications, required submittal information, and standards for approval relating to this request and those standards governing the Village's recommendations and decisions.

I understand an administrative fee will be assessed for review of my project by the Village and its consultants, and that payment in full is required as a condition for approval. Consultant fees are invoiced and paid separately by the applicant in addition to any application fees.

 Andrew M. Pedermach
Applicant Signature

 10-30-18
Date

Contact Information

Applicant:

Name: ANDY RADEMACHER
Address: 3258 CTH "V"
City, State, Zip: DeForest WI 53532
Phone Number(s):
Cell Phone(s): (608) 720-6468
Email Address(es): andyradfarm@gmail.com

Surveyor:

Name: Paulson & Associates, LLC David A. Paulson
Address: 136 W Holm St
City, State, Zip: DeForest WI 53532
Phone Number(s): (608) 846-2523
Cell Phone(s): (608) 720-2056
Email Address(es): Dan@PaulsonLLC.net

Attorney:

Name: N/A
Address:
City, State, Zip:
Phone Number(s):
Cell Phone(s):
Email Address(es):

Owner:

Name: SAME AS APPLICANT
Address:
City, State, Zip:
Phone Number(s):
Cell Phone(s):
Email Address(es):

Engineer:

Name: N/A
Address:
City, State, Zip:
Phone Number(s):
Cell Phone(s):
Email Address(es):

**Village of Windsor
Zoning Review, Special Use Permit, Conditional Use Permit and/or Variance**

The applicant is responsible for adhering to all requirements of Village ordinances, regulations, plans, and policies. This form shall not be deemed a substitute for the applicant's thorough reading and understanding of applicable Village ordinances, regulations, plans, and policies.

Select Request Rezone Special Use Permit Conditional Use Permit Variance

Brief Description of Project: Zoning change to Allow for the creation of a new Building Site

Project Location: 3258 CTH -J'

Parcel Number(s): 0910-014-9001-0

Review and Approval Process (per Sections 4.1, 4.5, and 4.13 of Subdivision Ordinance)

- 1) One consultation meeting with Village Staff (Engineer, Legal Counsel, Planner and Planning and Development Coordinator at no charge.) Optional
- 2) Submittal of application form, fees/review escrow, 15 copies of the Zoning Map (if applicable) and supplementary materials as described above (at least 30 days prior to next plan commission meeting) including a digital pdf copy of all submitted drawings and supplementary data.
- 3) Staff review of application materials for compliance with requirements.
- 4) Plan Commission review and comment.
- 5) Village Board Review

Checklist Legend:	
✓	submitted completely
N/S	not submitted
N/A	not applicable to project
W	waived for reasons to be described in staff report
P	submittal pending, material must be submitted prior to meeting as requested by staff
A	submittal pending, material required as condition for approval

Date Complete Application Submitted: _____

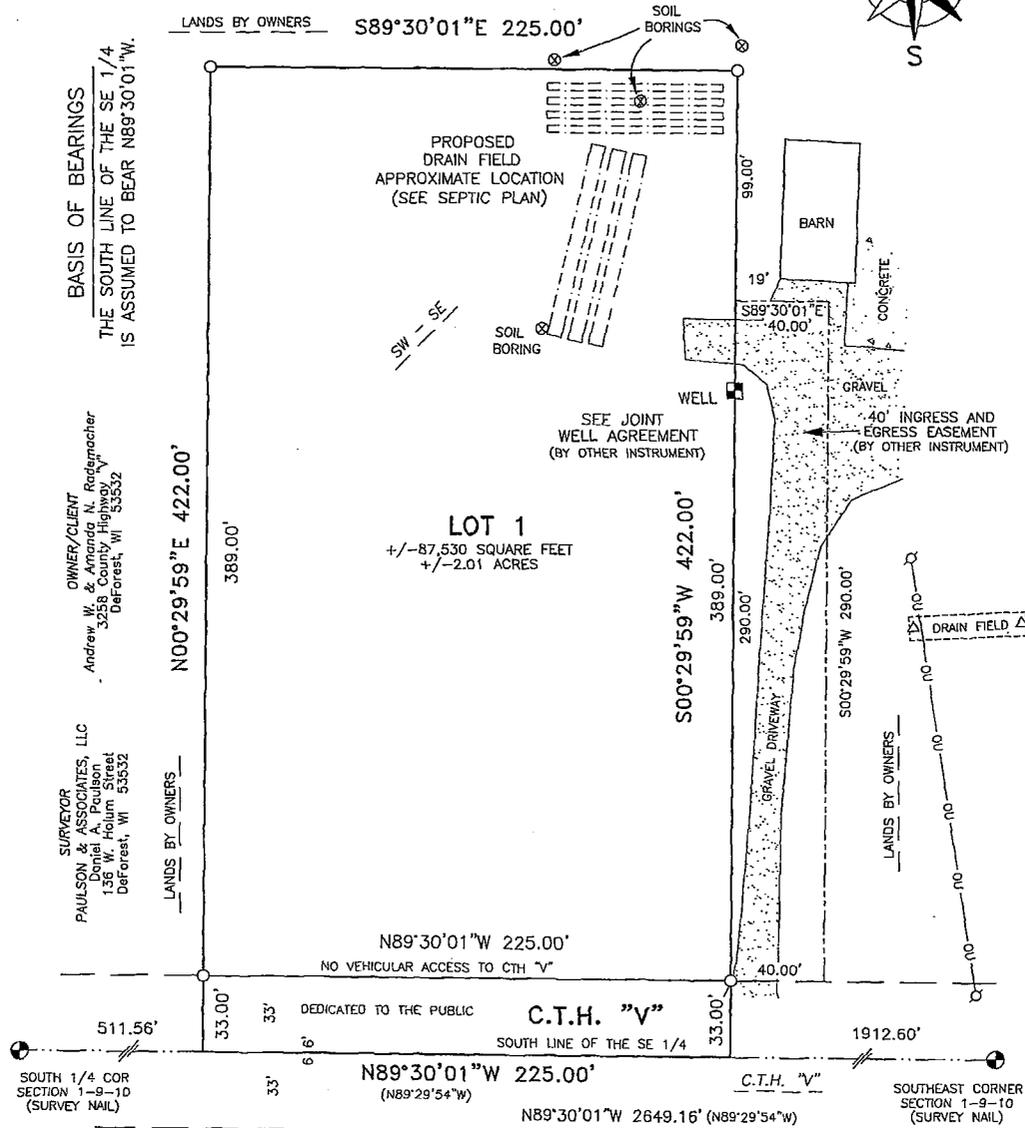
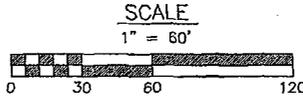
**Village of Windsor
Rezone Procedures and Requirements**

Item		Applicant
1	Map of the Subject Property – showing all lands for which zoning is proposed, and all other lands within 500' of the boundaries of the subject property, with the names and addresses of the owners of all lands on said map as the same appear on the current tax records of the Village of Windsor. Said map shall clearly indicate the current zoning of the subject property and its environs, and jurisdiction(s) which maintain control. Said map and all its parts and attachments shall be submitted in a form that is reproducible and shall be at a scale of not less than 1" = 800'. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.	
2	Map of Generalized Location of the Subject Property – in relation to Village as a whole.	
3	Written Statement – including existing uses of the property, existing uses on all neighboring properties, proposed uses of the rezoned area indicating why the rezone is appropriate, and a time schedule for development.	

DANE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 1,
T9N, R10E, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN

DOCUMENT NUMBER



LEGEND

- DANE COUNTY SECTION CORNER
(FOUND AS NOTED WITH 4-TIES)
- 3/4" X 18" ROUND IRON RE-BAR
WEIGHING 1.50 LBS/LF (SET)
- () "RECORDED AS" INFORMATION
- ⊗ UTILITY POLE
- ⊗ SOIL BORING
- OU— OVERHEAD UTILITIES



DANE COUNTY CERTIFIED SURVEY MAP NO. _____

Located in the SW ¼ of the SE ¼ of Section 1, Town 9 North, Range 10 East,
Village of Windsor, Dane County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Daniel A Paulson, Professional Land Surveyor **DO HEREBY CERTIFY** that by the direction of Andrew W. Rademacher, I have surveyed, divided, monumented, and mapped part of the SW ¼ of the SE ¼ of Section 1, Town 9 North, Range 10 East, Village of Windsor, Dane County, Wisconsin, described as follows:

COMMENCING at the Southeast Corner of Section 1;
thence N89°30'01"W (recorded as N89°29'54"W), 1912.60 feet along the south line of the SE ¼ of Section 1 to the **POINT OF BEGINNING**.
thence continuing N89°30'01"W (recorded as N89°29'54"W), 225.00 feet along the south line of the SE ¼ of Section 1;
thence N00°29'59"E, 422.00 feet;
thence S89°30'01"E, 225.00 feet;
thence S00°29'59"W, 422.00 feet to the **POINT OF BEGINNING**.

Containing 94,950 square feet, (2.18 acres), 87,530 square feet (2.01 acres) excluding CTH "V" road Right-of-Way.

Subject to all recorded and unrecorded easements.

I do hereby certify that to the best of my information, knowledge and belief this survey is a correct representation of the boundaries of land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Windsor Code of Ordinances in surveying and mapping the same.

Daniel A. Paulson
Daniel A. Paulson PLS-1699

12-10-18
Date:



VILLAGE OF WINDSOR APPROVAL CERTIFICATE

Approved for recording by the Windsor Village Board this ____ day of _____, 2018.

Christine Capstran, Clerk
Windsor of Village

CERTIFICATE OF THE DANE COUNTY REGISTER OF DEEDS

Received for recording this ____ day of _____, 2018, at ____ o'clock ____ M. and recorded in Volume _____ of Certified Survey Maps of Dane County, Pages _____.

DOCUMENT NO. _____
Dane County Register of Deeds

JOINT WELL AGREEMENT

Recording Area

Name and Return Address

Tax Parcel Number(s):
196/0910-014-9001-0

This Agreement is by and between Andrew W. Rademacher, Amanda N. Rademacher, and the Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust (hereinafter referred to collectively as Parcel A Owner), and Andrew W. Rademacher and the Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust (hereinafter referred to collectively as Parcel B Owner).

WHEREAS, Parcel A Owner owns the property described on Exhibit A, attached hereto ("Parcel A"); and

WHEREAS, Parcel B Owner owns the property described on Exhibit B, attached hereto ("Parcel B"); and

WHEREAS, a well is located on the boundary line between Parcel A and Parcel B, and the parties desire to enter into an agreement providing for the joint use of the well by Parcel A Owner and Parcel B Owner.

NOW, THEREFORE, the parties agree as follows:

1. Parcel A Owner and Parcel B Owner shall have the shared use of the well for purposes of supplying water for use on Parcel A and Parcel B. The parties grant to each other an easement for purposes of accessing the well.

2. Parcel A Owner and Parcel B Owner shall be equally responsible for the cost of electricity, maintenance and repairs for the well. In the event either party discontinues use of the well, that party shall no longer be responsible for the cost of electricity, maintenance or repairs for the well.

3. The provisions of this Joint Well Agreement shall run with the land and shall continue in full force and effect for the benefit of the current and subsequent owners of Parcel A and Parcel B.

Dated: _____, 2018.

Andrew W. Rademacher

Amanda N. Rademacher

Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust

By: _____
Robert E. Rademacher, Jr., Trustee

By: _____
Elizabeth M. Rademacher, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named Andrew W. Rademacher and Amanda N. Rademacher
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires) _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named Robert E. Rademacher, Jr. and Elizabeth M. Rademacher
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires) _____

THIS INSTRUMENT DRAFTED BY:

Attorney Randall J. Andersen
Law Offices of Kay & Andersen, LLC

**EXHIBIT A
TO JOINT WELL AGREEMENT**

Legal Description of Parcel A

Lot 1, Certified Survey Map No. _____, recorded on _____, 2018, in
Volume _____ of Certified Survey Maps of Dane County, Pages _____.

**EXHIBIT B
TO JOINT WELL AGREEMENT**

Legal Description of Parcel B

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, EXCEPT that part conveyed to Dane County contained in Warranty Deed recorded as #4580692, and also EXCEPT Lot 1, Certified Survey Map No. _____, recorded on _____, 2018, in Volume _____ of Certified Survey Maps of Dane County, Pages _____.

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

Recording Area

Name and Return Address

Tax Parcel Number(s):
196/0910-014-9001-0

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between Andrew W. Rademacher, Amanda N. Rademacher, and the Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust (collectively referred to herein as "*Parcel A Owner*"), and Andrew W. Rademacher and the Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust (collectively referred to herein as "*Parcel B Owner*").

RECITALS:

- A. Parcel A Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.
- B. Parcel B Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.
- C. A gravel driveway (the *Driveway*) has been constructed on Parcel B as shown on the attached Exhibit C.
- D. Parcel B Owner is willing to create an easement to enable Parcel A Owner to use that portion of the Driveway located on the "40' Wide Ingress and Egress Easement," as described on Exhibit C.
- E. The 40' Wide Ingress and Egress Easement, as described on Exhibit C, is referred to herein as the "Easement Property."

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel B Owner grants a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use that portion of the Driveway located on the Easement Property as a joint driveway for ingress and egress to County Road V from Parcel A. The easement granted herein does not include any right to use those portions of the Driveway which are located outside of the Easement Property.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by the Parcel A Owner and its invitees in common with Parcel B Owner and its invitees.

3. **Maintenance Costs.** Parcel A Owner and Parcel B Owner shall be equally responsible for the cost of maintaining and repairing that portion of the Driveway located on the Easement Property. In the event either party informs the other party of its intent to discontinue using that portion of the Driveway located on the Easement Property, then the party discontinuing use shall no longer be responsible for maintenance and repair costs. If a party discontinues use, that party shall be entitled to resume use of the Driveway in the future, in which case that party shall resume being responsible for one-half of the maintenance and repair costs. The parties shall be equally responsible for the cost of snow removal, unless one party informs the other that it will not be using the Driveway during the winter months in question, in which case the non-using party shall not be responsible for the cost of snow removal during that period. Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair, and snow removal shall be performed by Parcel B Owner, and Parcel A Owner agrees to promptly pay its share of the expenses of maintenance, repair, and snow removal incurred by Parcel A Owner within 30 days of billing for the expenses. If Parcel A Owner does not promptly pay its share, Parcel B Owner may pay the full cost and then have an immediate right to reimbursement from Parcel A Owner, together with interest at the rate of 12% per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred by Parcel B Owner.

4. **Indemnity.** Parcel A Owner shall indemnify and defend Parcel B Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees.

5. **Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

6. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A without the consent of Parcel B Owner. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

7. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

10. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including,

without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: _____, 2018.

Robert E. Rademacher, Jr. and Elizabeth M. Rademacher Joint Revocable Trust

Andrew W. Rademacher

By: _____
Robert E. Rademacher, Jr., Trustee

Amanda N. Rademacher

By: _____
Elizabeth M. Rademacher, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named Andrew W. Rademacher and Amanda N. Rademacher
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires) _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named Robert E. Rademacher, Jr. and Elizabeth M. Rademacher
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires) _____

THIS INSTRUMENT DRAFTED BY:

Attorney Randall J. Andersen
Law Offices of Kay & Andersen, LLC

**EXHIBIT A
TO JOINT DRIVEWAY EASEMENT AGREEMENT**

Legal Description of Parcel A

Lot 1, Certified Survey Map No. _____, recorded on _____, 2018, in
Volume _____ of Certified Survey Maps of Dane County, Pages _____.

**EXHIBIT B
TO JOINT DRIVEWAY EASEMENT AGREEMENT**

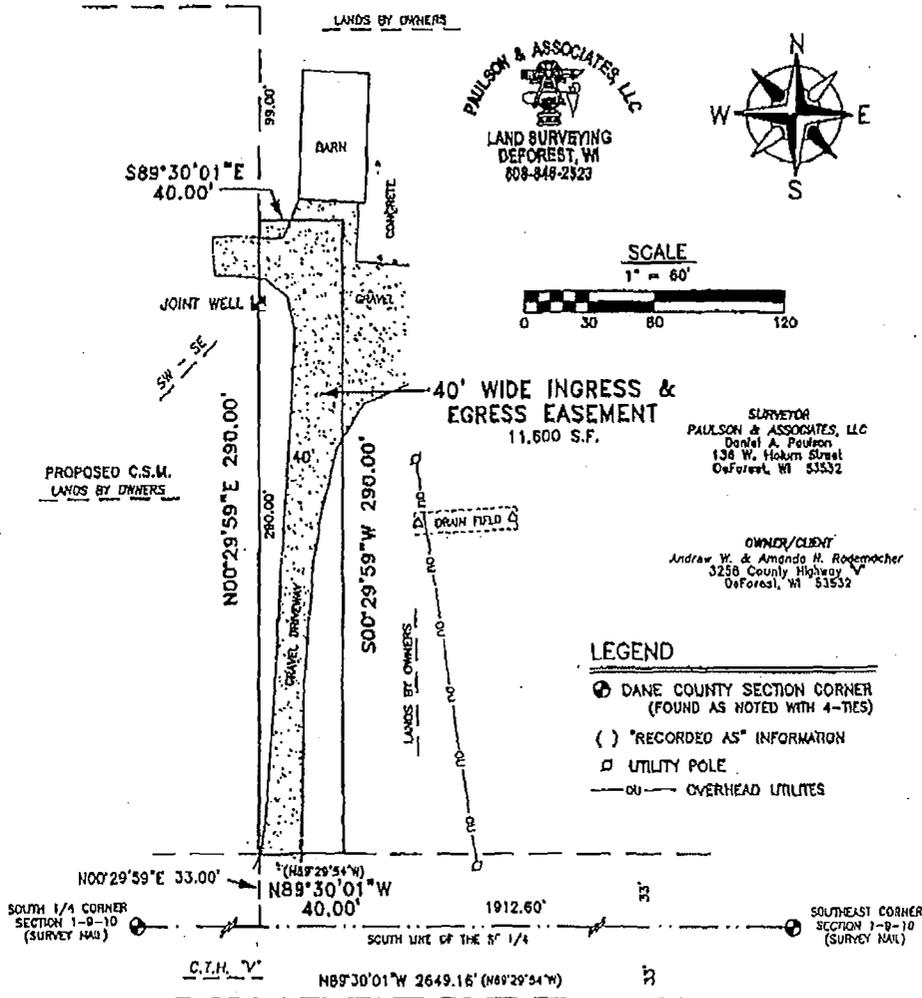
Legal Description of Parcel B

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 9 North, Range 10 East, in the Town of Windsor, Dane County, Wisconsin, EXCEPT that part conveyed to Dane County contained in Warranty Deed recorded as #4580692, and also EXCEPT Lot 1, Certified Survey Map No. _____, recorded on _____, 2018, in Volume _____ of Certified Survey Maps of Dane County, Pages _____.

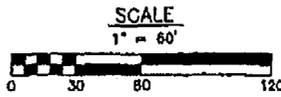
**EXHIBIT C
TO JOINT DRIVEWAY EASEMENT AGREEMENT**

MAP OF EASEMENT

BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 1,
T9N, R10E, VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN



PAULSON & ASSOCIATES, LLC
LAND SURVEYING
DEFOREST, WI
808-848-2323



SURVEYOR
PAULSON & ASSOCIATES, LLC
Daniel A. Paulson
138 W. Hickum Street
DeForest, WI 53532

OWNER/CLIENT
Andrew W. & Amanda H. Rodemacher
3258 County Highway V
DeForest, WI 53532

LEGEND

- ⊙ DANE COUNTY SECTION CORNER (FOUND AS NOTED WITH 4-TIES)
- () "RECORDED AS" INFORMATION
- UTILITY POLE
- OVERHEAD UTILITIES

LEGAL DESCRIPTION 40' WIDE INGRESS AND EGRESS EASEMENT
Being part of the SW 1/4 of the SE 1/4 of Section 1, Town 9 North,
Range 10 East, Village of Windsor, Dane County, Wisconsin, described as follows:

COMMENCING at the Southeast Corner of Section 1;
thence N89°30'01"W (recorded as N89°29'54"W), 1912.60 feet along the south line
of the SE 1/4 of Section 1;
thence N00°29'59"E, 33.00 feet to the north Right-of-Way line of CTH V and the
POINT OF BEGINNING;
thence continuing N00°29'59"E, 290.00 feet;
thence S89°30'01"E, 40.00 feet;
thence S00°29'59"W, 290.00 feet to the north Right-of-Way line of CTH V;
thence N89°30'01"W, 40.00 feet along the north Right-of-Way line of CTH V
to the POINT OF BEGINNING;

Containing 11,600 Square Feet.
Subject to all easements of record.

Daniel A. Paulson
Daniel A. Paulson PLS-1699

9-24-18
Date



DEED RESTRICTION
Exhaustion of Development Rights

The undersigned (collectively, "the Owner"), constituting all of the owners of the below described real property located in the Village of Windsor, Dane County, Wisconsin ("the Property"), hereby declare the Property to be subject to the following restrictions:

Restrictions: As long as the Property is within the Agricultural Preservation Area of the Village of Windsor, the Property shall not be further divided or subdivided, and no further residential development shall be permitted at any time within the Property, without the consent of the Village of Windsor.

Property: See Exhibit A attached hereto.

The Owner petitioned for and obtained approval of a certified survey map and rezoning from the Village of Windsor. The Village's approval was conditioned upon the Owner restricting further use of the Property as set forth above.

The restrictions set forth therein run with the land and are binding on and inure to the benefit of the heirs, personal representatives, successors and assigns; and shall only be modified or released with the prior written consent of the Village of Windsor and recording of same in the Dane County Register of Deeds office.

RETURN TO:
Amy Anderson Schweppe
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

DRAFTED BY:
William S. Cole, Village Attorney
Axley Brynelson, LLP
2 E. Mifflin Street, Suite 200
Madison, WI 53703

PARCEL IDENTIFICATION NUMBERS:

Date

Date

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named individual(s), 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: _____

Exhibit A
Legal Description

Exhibit A
Legal Description