



DECLARATION OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS EASEMENT AFFECTING LOTS 66-72 AND 74-78, DRUMLIN CREEK, TOWN OF BRISTOL, DANE COUNTY, WISCONSIN

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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Paulson Development LLC, a Wisconsin limited liability company ("Developer"), owner of the real estate in the Town of Bristol, Dane County, Wisconsin, which has been platted as Lots 66-72, 74-75 and 77-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin ("PDL Lots"), and Charles D. Pitzlin and Kelly L. Pitzlin, husband and wife (collectively, "Pitzlin"), owners of Lot 76, Drumlin Creek, Town of Bristol, Dane County, Wisconsin ("Pitzlin Lot"), hereby declare that a portion of each of said PDL Lots and Pitzlin Lot, as defined herein, shall be subject to a joint pedestrian and vehicular ingress and egress easement for the mutual benefit of the PDL Lots and the Pitzlin Lot, on the terms and conditions set forth herein, and that all of said PDL Lots and Pitzlin Lots shall be held, sold, occupied, conveyed and transferred subject to and together with the easement set forth herein:

Return to:
Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

See attached list

Parcel Identification Numbers

ARTICLE 1

Joint Ingress/Egress Easement

1.1 Creation of Joint Ingress/Egress Easement. Developer, being the Owner of Lots 66-72, 74-75 and 77-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, and Pitzlin, being the Owner of Lot 76, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, hereby declare, for themselves and their heirs, personal representatives, successors and assigns, and grant, for the benefit of the Owners of Lots 66-72 and 74-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, and their heirs, personal representatives, successors and assigns, a perpetual, reciprocal right, privilege and easement, in common, appurtenant to and located on a portion of said Lots 66-72 and 74-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, across, on and over an area legally described on Exhibit A attached hereto and incorporated by reference herein, and graphically described on Exhibit B attached hereto and incorporated by reference herein, titled thereon as a "Private Driveway Easement" providing an ingress and egress easement for pedestrian and vehicular (both motorized and non-motorized) ingress and egress to and from said Lots 66-72 and 74-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin with Fissure Trail (hereafter "Easement").



The Easement is solely for the use of each Owner of Lots 66-72 and 74-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, and their employees, agents, contractors, visitors, guests, licensees, tenants and invitees, subject to any utility or other easements on the plat of Drumlin Creek, or as otherwise previously recorded. All Owners and their employees, agents, contractors, visitors, guests, licensees, tenants and invitees shall comply in their use of the Easement with all laws, ordinances and regulations relating thereto and they shall not unreasonably impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such Easement. No building or other structure shall be erected upon or placed on or above such Easement. Any construction or maintenance work which disturbs or damages any improvement within such Easement shall be repaired or restored to as near the original condition as possible by the party or parties undertaking such construction or maintenance work.

1.2 Maintenance; Taxes. At such time as a building permit is issued by the Town of Bristol for a building(s) on any of the benefitted lots, then the Owner(s) of the benefitted lot(s) on which a building permit has been issued by the Town of Bristol shall be jointly responsible for all of the maintenance, replacement and repair of the driveway and other surfaces of the Easement, and the Owner(s) of the Lots from within Lots 66-72 and 74-78 for which a building permit has been issued shall share equally in the cost thereof. Any Owner who is the underlying fee owner of that portion of the Easement shall be responsible for any real estate taxes or other governmental imposition relating to that portion of the Easement on such Owner's property.

The obligation for maintenance, replacement and repair of the surface of the Easement shall be performed in a prompt and timely manner, and shall include, without limitation:

1. Maintaining the driveway in good order and repair, with the type of surfacing materials originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and
2. Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition;

and all of which shall be performed in a manner and within a time period which is consistent with generally accepted standards for the maintenance of residential driveways generally in the Sun Prairie area. The parties shall confer in good faith and agree on all matters required for the proper maintenance, replacement and repair of the Easement for which they are responsible, but in the event that the parties cannot come to an agreement on any subject, the matter shall be immediately referred to binding arbitration before a neutral arbitrator who has experience in managing residential properties in the Dane County, Wisconsin metropolitan area, and the determination of the arbitrator shall be final and binding on the parties. All obligations shall be due thirty (30) days after receipt of the billing

therefore. The Owner of any Lot on which the Easement is located shall be responsible for mowing on such Lot and such mowing shall not be a shared cost of the Lot Owners.

In the event that any Owner shall default on any maintenance obligations hereunder or any Owner shall refuse to confer in good faith and agree on any matter requiring such action on the part of the parties, and such default or refusal to confer in good faith and agree shall continue after written notice of default or refusal to confer in good faith or agree of not less than ten (10) days duration from any other Owner (or in the case of a bona fide emergency, such written or oral notice as the circumstances permit), then the Owner giving the notice may perform such delinquent maintenance and repair work and bill the delinquent Owner for the delinquent owners share of the cost thereof in accordance with the procedures set forth in this section 1.2, which shall be paid by the delinquent Owner within thirty (30) days after receipt of such statement.

Any delinquent sums shall bear interest at the rate of 9% per annum and the delinquent Owner shall be responsible for any costs of collection including reasonable attorney fees or costs. Any unpaid amounts shall also be eligible to be recorded as a maintenance lien as provided by law against the benefitted land of the delinquent party.

1.3 Insurance. Each Owner shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of the Easement. All insurance required by this section shall be in an amount of not less than \$1,000,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$250,000.00 with respect to property damage from any one occurrence. Each Owner subject to this instrument shall provide the other Owners, or their heirs personal representatives, successors and assigns, with an appropriate certificate of insurance showing the required coverage, which coverage cannot be canceled without thirty (30) days prior written notice to the party to whom the certificate is delivered. The Owners may jointly agree to increase the minimum public liability coverage required herein by a reasonable amount from time-to-time after three (3) years from the date hereof to reflect the effects of inflation.

1.4 Condemnation. Any award resulting from taking or condemnation of any portion or all of the Easement will be distributed among the Owners in proportion to the land contributed for the Easement from Lots 66-72 and 74-78, Drumlin Creek, Town of Bristol, Dane County, Wisconsin, except to the extent that the use of such funds is necessary to replace the taken portion of such Easement to as near the original condition as is possible, in which event such funds shall be held in trust by the recipient or its successors or assigns for the benefit of the Owners, and used for such purpose only.

1.5 Dedication. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of the Easement referred to herein to the general

public or to any public purpose whatsoever. The Owners, by written agreement of all of the Owners, shall have the right to temporarily close all or any portion of the Easement to such extent as may, in the opinion of their counsel, be legally necessary to prevent a dedication by operation of law thereof or the accrual of any prescriptive rights to any other person or to the public therein.

**ARTICLE 3
General Provisions**

2.1. Invalidation; Amendment or Modification. Invalidation of any one of these provisions, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect. No provision of this instrument may be amended or modified other than by a written instrument signed by the parties benefitted and burdened thereby.

2.2. Binding Effect; Governing Law. This instrument shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns, and shall be governed by and construed in accordance with the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 28 day of July, 2022.

PAULSON DEVELOPMENT LLC

By: William M. Paulson
William M. Paulson, Manager

By: Susan K. Paulson
Susan K. Paulson, Manager

Charles D. Pitzlin
Charles D. Pitzlin

Kelly L. Pitzlin
Kelly L. Pitzlin