

NOTICE

A meeting of the City of Evansville Common Council will be held at the location, on the date, and at the time stated below. Notice is further given that members of the Plan Commission and Economic Development Committee may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible. Agendas, minutes, and packets can be found here: www.ci.evansville.wi.gov/councilmeetings

City of Evansville Common Council Special Meeting

City Hall, 31 S Madison St, Evansville WI 53536
Monday, August 15th, 2022, 5:00 p.m.

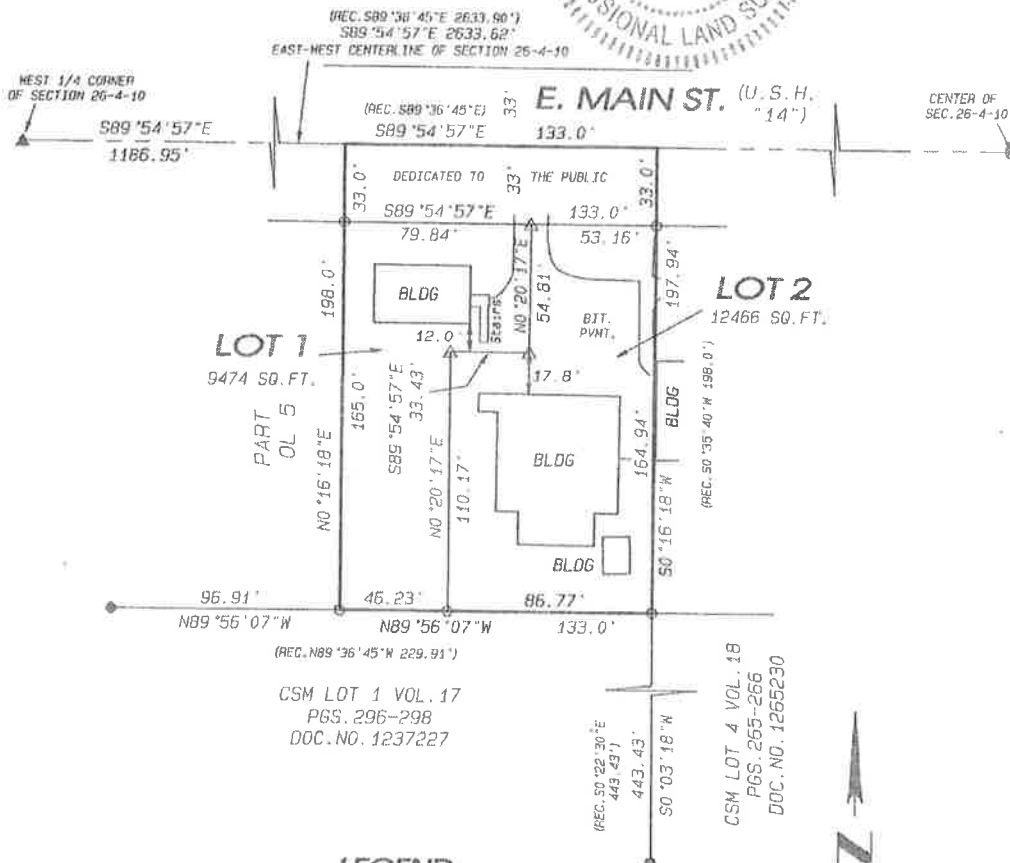
AGENDA

1. Call to order
2. Roll call
3. Motion to approve the Agenda
4. Motion to Approve the Final Certified Survey Map to combine and divide parcels 6-27-595 and 6-27-595.1 into two lots located at 515 E Main Street, finding that the application is in the public interest and meets the objectives contained within section 110-102(g) of City ordinances, with the following condition:
 - A. The Final CSM and Cross Access Agreement is recorded with Rock County Register of Deeds.
5. Upcoming Meeting Reminder: September 13th, 2022 6:00 p.m.
6. Motion to Adjourn

Dianne C. Duggan, Mayor

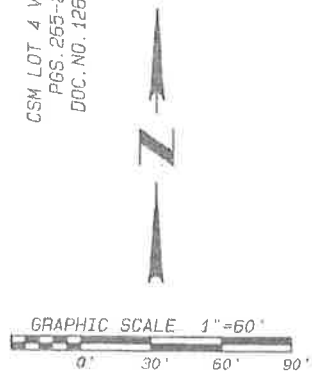
CERTIFIED SURVEY MAP

OUTLOTS 1 AND 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 17, PAGES 296 THRU 298 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN, AS DOCUMENT NO. 1237227 AND PART OF OUTLOT 5, SHEET 7, PART II, ASSESSOR'S PLAT OF THE CITY OF EVANSVILLE AND BEING LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 26, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN. FT.
- FOUND 3/4" IRON PIN
- ⊕ FOUND ALUMINUM DISK
- △ SET MAG NAIL
- ▲ FOUND SURVEY SPIKE



NOTE: FIELDWORK COMPLETED _____

NOTE: ASSUMED 589°54'57"E ALONG THE EAST-WEST CENTERLINE OF SECTION 26-4-10.

Combs & Associates

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St.
 Janesville, WI 53548 tel: 608 752-0575
 www.combsurvey.com fax: 608 752-0534

THIS JOINT DRIVEWAY EASEMENT AGREEMENT (the 'Agreement') is between Sollberger Enterprises, LLC, a Wisconsin limited liability company ("Parcel A Owner"), and _____ ("Parcel B Owner").

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Rock 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 Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as "Parcel B."

C. Parcel A and Parcel B share a driveway.

D. Parcel A Owner and Parcel B Owner are willing to create an easement over the driveway located on and shared by Parcel A and Parcel B and referred to in this Agreement as the "Easement Property" and shown on the Certified Survey Map attached as Exhibit C to enable both Parcel A Owner and Parcel B Owner to use the easement area for ingress and egress between Parcel A and Parcel B, under the terms of this Agreement.

Stephen C. Werner, Jr.
Murphy Desmond S.C.
101 E. Milwaukee St., Ste 301
Janesville, WI 53545

Tax Parcel Nos. 222 05701701 and
222 057017

AGREEMENT

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

1. Grant. Parcel A Owner grants a nonexclusive easement and right-of-way to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B to use that portion of Parcel A comprising the Easement Property described on Exhibit C for ingress and egress between Parcel A, Parcel B and East Main Street located in the City of Evansville, Wisconsin. 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 Parcel B comprising the Easement Property described on Exhibit C for ingress and egress between Parcel A, Parcel B and East Main Street located in the City of Evansville, Wisconsin.

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

3. Maintenance and Repair; Costs. All decisions regarding maintenance and repair of the Easement Property shall be made by Parcel A Owner, and all decisions regarding replacement of the Easement Property shall be made by mutual written agreement of the Parcel A Owner and Parcel B Owner, so that the Easement Property is maintained to a standard that is reasonable and customary for the respective uses of Parcel A and Parcel B in the City of Evansville. In the event of any dispute related to this Agreement

(including, without limitation, claims that Parcel A Owner is incurring repair and maintenance expenses above the amount appropriate to meet the above "reasonable and customary" standard), the dispute shall be determined by binding arbitration through the American Arbitration Association and the prevailing party shall recover all costs, including actual reasonable attorneys' fees, from the other party. Parcel A and Parcel B Owners shall equally bear the cost of all maintenance, repair and replacement expenses for the Easement Property except for snow plowing and removal and de-icing, which shall be performed by Parcel B Owner at Parcel B Owner's sole expense.

4. Indemnity; Insurance. Each party to this Agreement shall indemnify and defend the other party and their respective owners, officers, employees, tenants, customers, invitees, representatives and agents from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including, without limitation, 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 the Easement Property by the indemnifying party or its owners, representatives, agents, customers, contractors, subcontractors, invitees, tenants, customers, or employees during the term of this Agreement.

Each party shall maintain in effect at all times during the term of this Agreement a policy of general liability insurance for their respective property comprising the Easement Property.

5. Equal Rights of Use. Parcel A Owner and Parcel B agree that they shall not park vehicles, construct any improvements in the Easement Property or unnecessarily obstruct, impede or interfere with the other party's use of the Easement Property.

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 easements granted under Section 1 of this Agreement are each an easement appurtenant to Parcel A and Parcel B, respectively, and may not be transferred separately from, or severed from, title to Parcel A or Parcel B. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of Parcel A Owner or Parcel B Owner, respectively, in their sole and absolute discretion. 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 or Parcel B 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 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 Rock 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. 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 non-prevailing party.

13. 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 Easement Property, 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.

14. 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.

15. Recitals. The Recitals set forth above are incorporated into this Agreement as if fully set forth in the body of this Agreement.

Dated: _____, 2022

[Signature pages follow]

SOLLBERGER ENTERPRISES, LLC (Parcel A Owner)

Jeffry Porter, Member

Therese Porter, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF ROCK

This instrument was signed before me on _____, 2022 by Jeffry Porter and Therese Porter.

Notary Public, State of Wisconsin
My commission expires: _____

(Parcel B Owner)

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF ROCK

This instrument was signed before me on _____, 2022 by _____.

Notary Public, State of Wisconsin
My commission expires: _____