

## NOTICE

A meeting of the City of Evansville Plan Commission will be held on the date and time stated below. Notice is further given that members of the City Council and Historic Preservation Commission 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.

City of Evansville **Plan Commission**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, September 6, 2022, 6:00 p.m.

## AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the August 2, 2022 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
  - A. Morning Phillips Progress Update on Brown School Place
7. Action Items
  - A. Public Hearing and Review of Land Division Application 2022-0198 to divide parcel 6-27-533.524 into two lots located at 555 and 557 Stonewood Court.
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion with Conditions
  - B. Public Hearing and Review of Land Division Application 2022-0199 to divide parcel 6-27-533.525 into two lots located at 562 and 564 Stonewood Court.
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion with Conditions
  - C. Public Hearing and Review of Land Division Application 2022-0200 divide parcel 6-27-533.523 into two lots located at 563 and 565 Stonewood Court
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion with Conditions

*-Mayor Dianne Duggan, Plan Commission Chair*

- D. Public Hearing and Review of Land Division Application 2022-0201 map to divide parcel 6-27-533.522 into two lots located at 571 and 573 Stonewood Court:
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion with Conditions
- E. Public Hearing and Review of Land Division Application 2022-0202 to divide parcel 6-27-533.528 into two lots located at 586 and 588 Stonewood Court
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion with Conditions
- F. Public Hearing and Review of Land Division Application 2022-0203 to divide parcel 6-27-533.526 into two lots located at 570 and 572 Stonewood Court
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion with Conditions
- G. Public Hearing and Review of Land Division Application 2022-0204 to divide parcel 6-27-533.527 into two lots located at 578 and 580 Stonewood Court
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion with Conditions
- H. Public Hearing and Review of Land Division Application 2022-0205 to divide parcel 6-27-533.519 into two lots located at 643 and 645 Locust Lane
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion with Conditions
- I. Public Hearing and Review of Conditional Use Permit Application 2022-0207 for Commercial Animal Boarding (Section 130-410) on parcel 6-27-860 (153 Union Street)
1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion to Approve Conditional Use Permit 2022-0207 for Commercial Animal Boarding (Section 130-410) on parcel 6-27-860 (153 Union Street), finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:
    - a. The Conditional Use Permit is recorded with the Rock County Register of Deeds.

- b. Applicant to work with landlord to install 122 points worth of landscaping on parcel to offset new impervious surface. Installation to occur no later than September 1, 2023.
  - c. Applicant obtains sign permit prior to installation.
  - d. Applicant obtains building permit prior to installation of outdoor exercise area and fencing.
  - e. Operating hours are no earlier than 5:00am or later than 9:00pm daily.
  - f. Any exterior lighting is dark sky compliant.
  - g. Use cannot create a public nuisance as defined by local and state law.
- J. Public Hearing and Review for Zoning Map Amendment Application 2022-0208, to rezone parcel 6-27-344 (195 S Union) from Special Use Business District (B-5) to Central Business District (B-2).
  1. Review Staff Report and Applicant Comments
  2. Public Hearing
  3. Plan Commissioner Questions and Comments
  4. Motion to recommend to Common Council approval of Ordinance 2022-11 Rezoning Territory from Special Use Business District (B-5) to Central Business District (B-2) (On Parcel 6-27-344)
- K. Review of and motion to approve Resolution 2022-25: A Resolution Recommending Common Council Adoption of Ordinance 2022-12.
- L. Review of and motion to approve Resolution 2022-26: A Resolution Authorizing the Relief from Public Dedication and the Transfer of Real Estate.
8. Discussion Items
9. Community Development Report
10. Next Meeting Date:
  - A. October 4, 2022 at 6:00pm
11. Motion to Adjourn

*-Mayor Dianne Duggan, Plan Commission Chair*



*These minutes are not official until approved by the City of Evansville Plan Commission.*

**City of Evansville Plan Commission  
Regular Meeting  
Tuesday, August 2, 2022, 6:00 p.m.**

**MINUTES**

**1. Call to Order** at 6:00pm.

**2. Roll Call:**

<b>Members</b>	<b>Present/Absent</b>	<b>Others Present</b>
Mayor Dianne Duggan	P	Jason Sergeant, City Administrator
Aldersperson Cory Neeley	P	Joe Morning
Aldersperson Susan Becker	P	Paulette Morning
Vacant	N/A	Nicole Rice, Applicant
John Gishnock	P	Jeff Porter, Applicant
Mike Scarmon	P	Susan Miller, Applicant
Eric Klar	A	

**3. Motion to approve the agenda, by Becker, seconded by Gishnock. Approved unanimously**

**4. Motion to waive the reading of the minutes from the June 7, 2022 meetings and approve them as printed, by Neeley, seconded by Becker. Approved unanimously.**

**5. Civility Reminder.** Duggan noted the City's commitment to conducting meetings with cordiality.

**6. Citizen appearances other than agenda items listed.**

**A. Morning Phillips Progress Update on Brown School Place**

Paulette Morning gave an update on the status of the project. The stormwater piping to the pond is complete and the landscaping is complete around one building. They are hoping to have an updated site plan by the September meeting but Combs and Associates is very busy at the current time.

**7. Action Items**

**A. Motion to recommend the 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, subject to the following conditions:**

**i. The applicant applies for a Conditional Use Permit is acquired to allow a two-family residence on proposed Lot 1.**

*These minutes are not official until approved by the City of Evansville Plan Commission.*

- ii. **The final CSM and Joint Driveway Easement are recorded with the Rock County Register of Deeds.**

*Motion by Neeley, second by Scarmon. Approved unanimously.*

**B. Public Hearing for Conditional Use Permit CUP-2022-0156 for Outdoor Display Incidental to Indoor Sales and Service (Section 130-404) at 205 Union Street 6-27-870**

**i. Review Staff Report and Applicant Comments**

This lot contains a duplex, under this application, each side of the duplex would be on its own lot.

**ii. Public Hearing**

Public hearing opened at 6:08 p.m. No public comments. Public hearing closed at 6:09 p.m.

**iii. Plan Commissioner Questions and Comments**

**C. Motion to approve Conditional Use Permit for Outdoor Display Incidental to Indoor Sales and Service (Section 130-404) at 205 Union Street 6-27-870, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:**

- i. **Walks and sidewalks surrounding the building maintain a minimum 36” clear width for accessible use.**
- ii. **Sign Application and Plan are submitted**
- iii. **Conditions of SP-2021-03 are met, including submission of Dumpster Enclosure materials or Plans.**

*Motion by Becker, seconded by Gishnock. Approved unanimously*

**8. Discussion Items**

**A. Discussion of a Conditional Use Permit for a proposed doggy daycare facility for Commercial Animal Boarding (Section 130-410) at 155 Union Street 6-27-860.**

Applicant Nicole Rice described the project. The hours of operation would be from 7:00 a.m. to 6:00 p.m. There would be no more than 20 dogs at any given time.

**B. Discussion of proposed Zoning Map Amendment to parcel 6-27-344 located at 195 S Union Street from District B-5 to District B-2.**

Sergeant described the purpose of the application to alter the zoning to conform with the proposed use of the purchasers. Applicant Susan Miller described the proposed use of keeping the first floor as commercial and the second floor would be for residential use.

**9. Old Business**

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None.

**10. Community Development Report**

Community Development Director Colette Spranger will be back full time on September 1<sup>st</sup>.

**11. Next Meeting Date:**

A. July 5, 2022 at 6:00 p.m.

**12. Motion to Adjourn by Neeley, seconded by Becker. Approved unanimously.**







**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

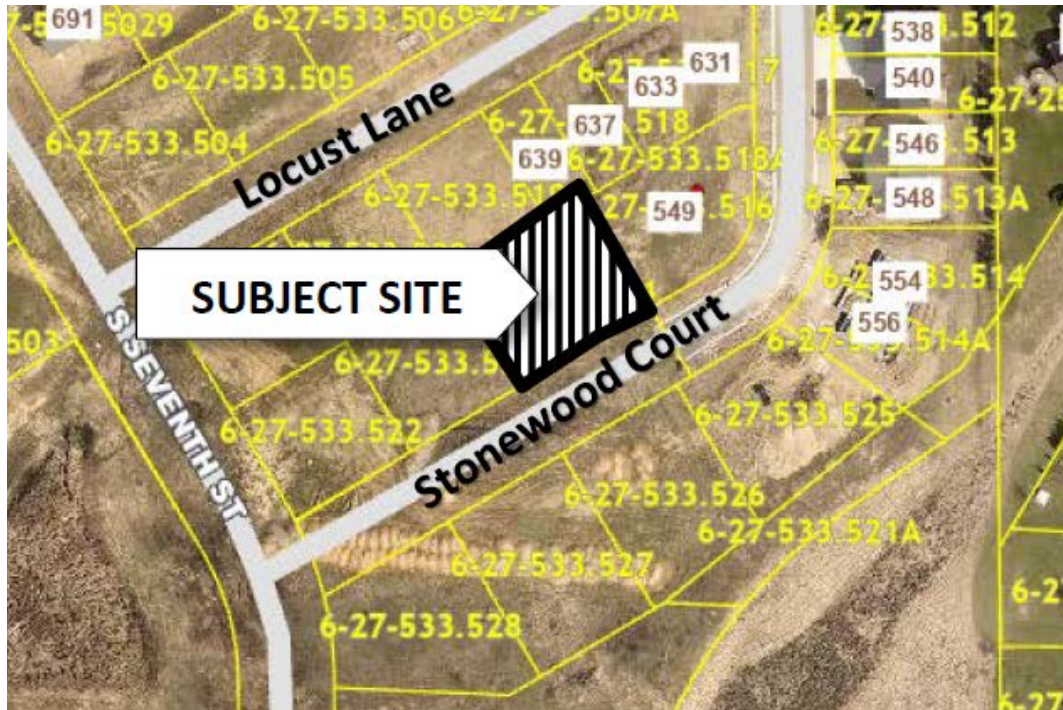
**Application:** LD-2022-0198 **Applicant:** Groves Homes LLC

Parcel 6-27-533.524

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1 Approximate Location Map*

**Location:** 555/557 Stonewood Court (Lot 24 of Stonewood Grove, First Addition)

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.3 acre parcel is under construction with a two-family residence with two separate dwelling units. In order for the owner to sell each unit separately upon completion, the units must be legally divided. The two units will not share a driveway but do have yard spaces in common in addition to the common wall adjoining the building.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.13 acres and will include the dwelling unit with the address of 557 Stonewood Court. Lot 2 will contain the remaining 0.17 acres with the dwelling unit addressed at 555 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 1 of this CSM, which will share a driveway with 563 Stonewood Court.

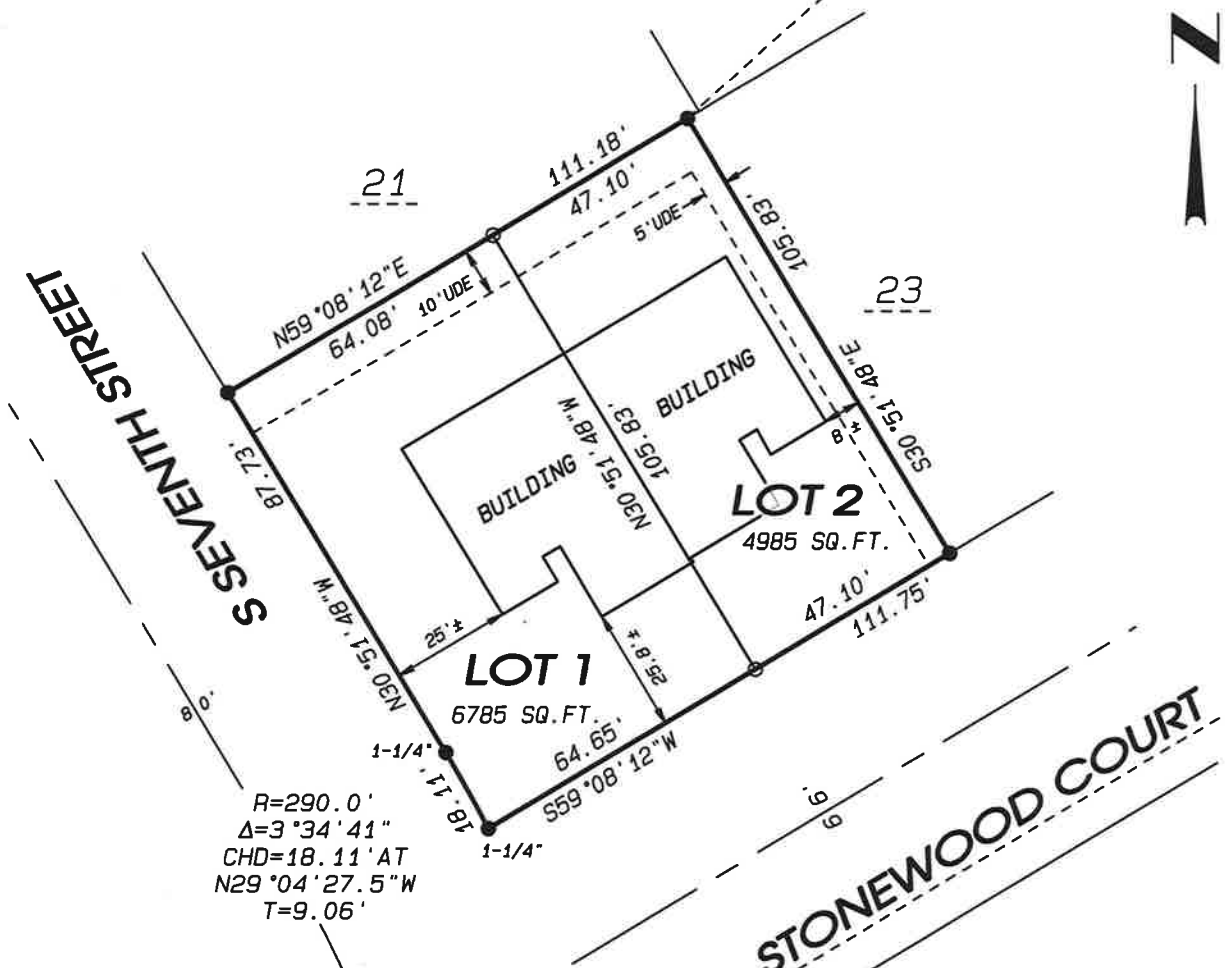
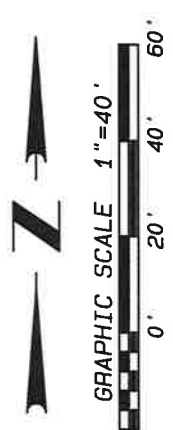
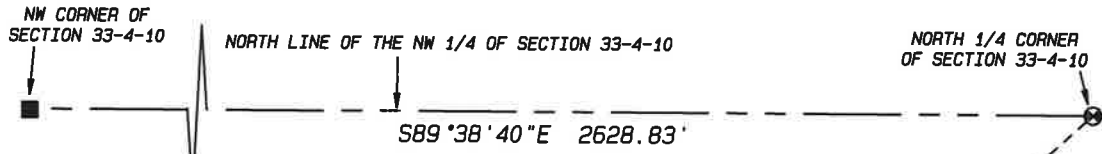
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.524 into two lots for a two-family twin residence, located at 555 and 557 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with following conditions:*

- 1) The 8-foot access easement is added to the west border on Lot 1 of this CSM*
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.*

# CERTIFIED SURVEY MAP

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



### LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362A For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused  
the land described on this map to be surveyed,  
divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock        SS.        Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have  
been paid as of \_\_\_\_\_, 20\_\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS  
Project No. 122-362A For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,

LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE

4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing

11770 Sq. Ft. That such map is a correct representation of all exterior boundaries

of the land surveyed and the division of that land. That I have made such survey,

division, and map by the direction of Roger M. Berg and that I have fully complied

with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying,

dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville,  
Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

SHEET THREE OF THREE SHEETS

Project No. 122-362A For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 555 and 557 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 24 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

5. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches.

6. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

7. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

8. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

9. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

10. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel



A and Parcel B.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/20

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 557 Stonewood Court, Evansville, 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 at 563 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

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

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a non-exclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Use.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective 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 Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stone Road Court.

**7. 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.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from their use of the easement rights to the fullest extent authorized in this Agreement.

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

**10. 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.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. 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.

13. **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.

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 its obligations of the other party shall not be construed to be a waiver of any breach of any other term or conditions of this Agreement.

15. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating, 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.

16. **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 Driveway or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By: \_\_\_\_\_

Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By: \_\_\_\_\_

Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2012, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

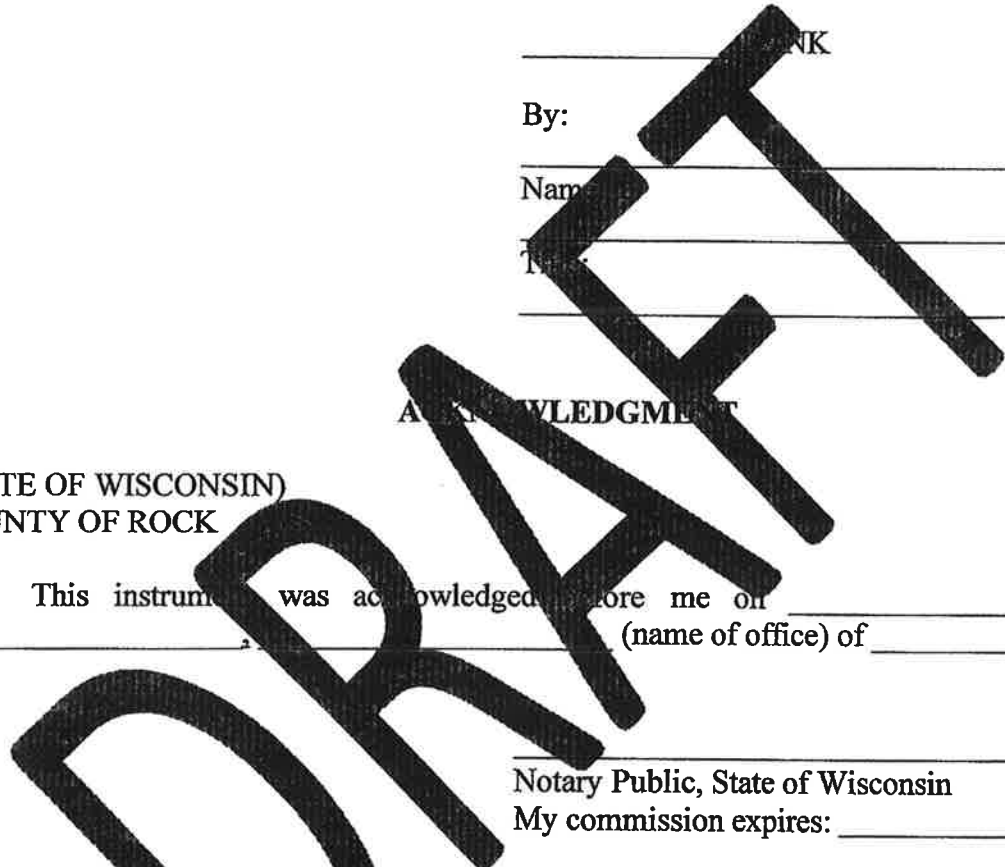
**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF ROCK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944



**EXHIBIT A**

(Legal Description of Parcel A – 557 Stonewood Court)

557 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 24 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 563 Stonewood Court)

563 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 24 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.






**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**
**Application:** LD-2022-0199 **Applicant:** Groves Homes LLC

Parcel 6-27-533.525

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

 Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263

*Figure 1 Approximate Location Map*
**Location:** 562/564 Stonewood Court

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.37 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway and have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.22 acres and will include the dwelling unit with the address of 562 Stonewood Court. Lot 2 will contain the remaining 0.15 acres

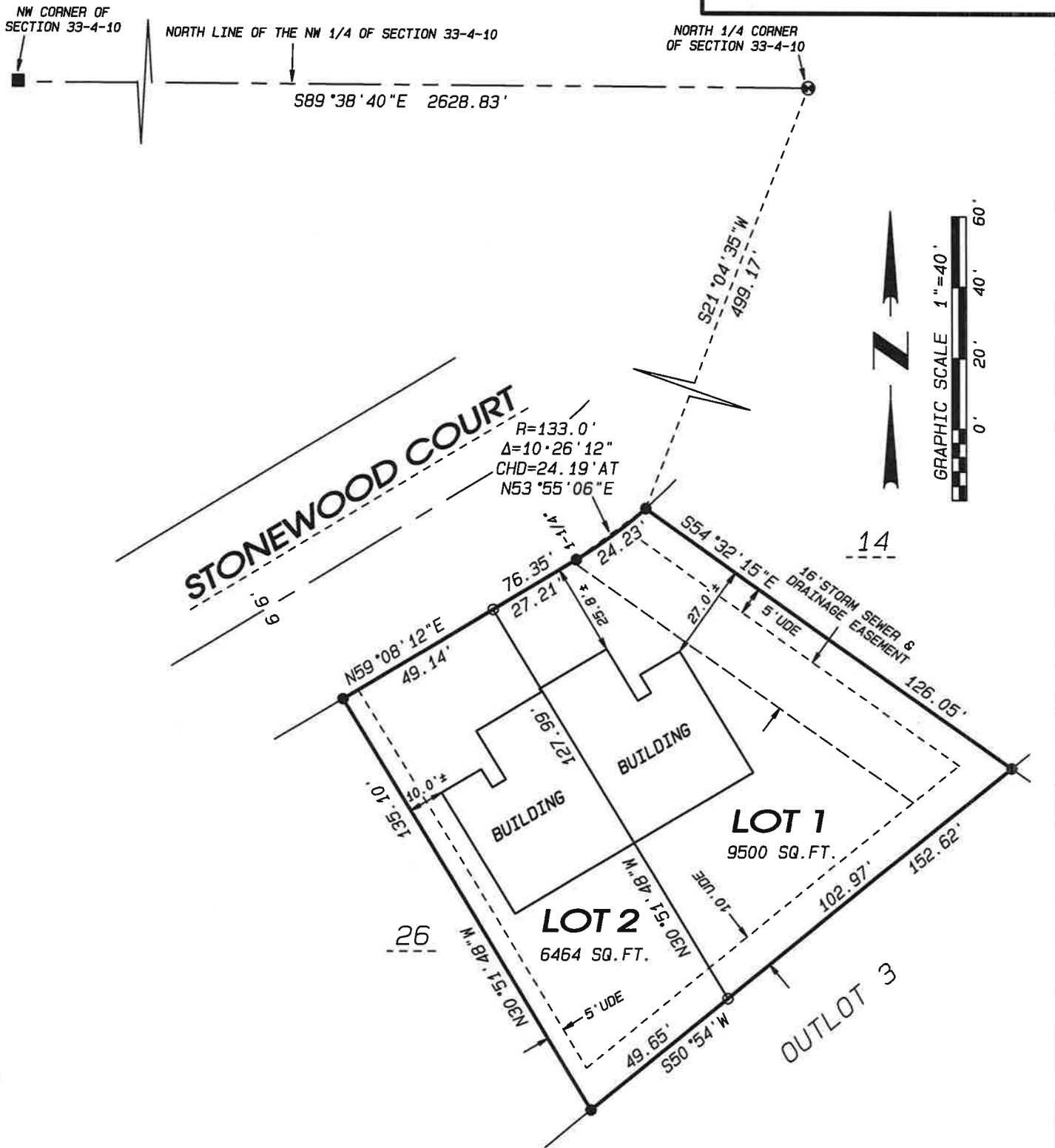
with the dwelling unit addressed at 564 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.525 into two lots for a two-family twin residence, located at 562 and 564 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.*

# CERTIFIED SURVEY MAP

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



### LEGEND:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>○ SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.</li> <li>● FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN</li> </ul> | <ul style="list-style-type: none"> <li>⊙ FOUND ALUMINUM MONUMENT</li> <li>■ FOUND CUT STONE MONUMENT</li> <li>UDE UTILITY AND DRAINAGE EASEMENT PER DOC.NO.2206529</li> </ul> |
|---|---|

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused  
the land described on this map to be surveyed,  
divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have  
been paid as of \_\_\_\_\_, 20\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS  
Project No. 122-362D For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 15964 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_ of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

SHEET THREE OF THREE SHEETS

Project No. 122-362D For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 562 and 564 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 25 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the "Property"), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit ("Unit Owners"), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Stonewood Court to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire

cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property. The easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.



15. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

7/26/22

Grove Homes, LLC, by:

Roger M. Berg  
Roger M. Berg, Member

David A. Olsen  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC.

Jensena M Vogel  
Notary Public, Rock County, Wis.  
My Commission expires 1/6/26



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944





**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0200 **Applicant:** Groves Homes LLC

Parcel 6-27-533.523

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



Figure 1 Approximate Location Map

**Location:** 563/565 Stonewood Court

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.27acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will not share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

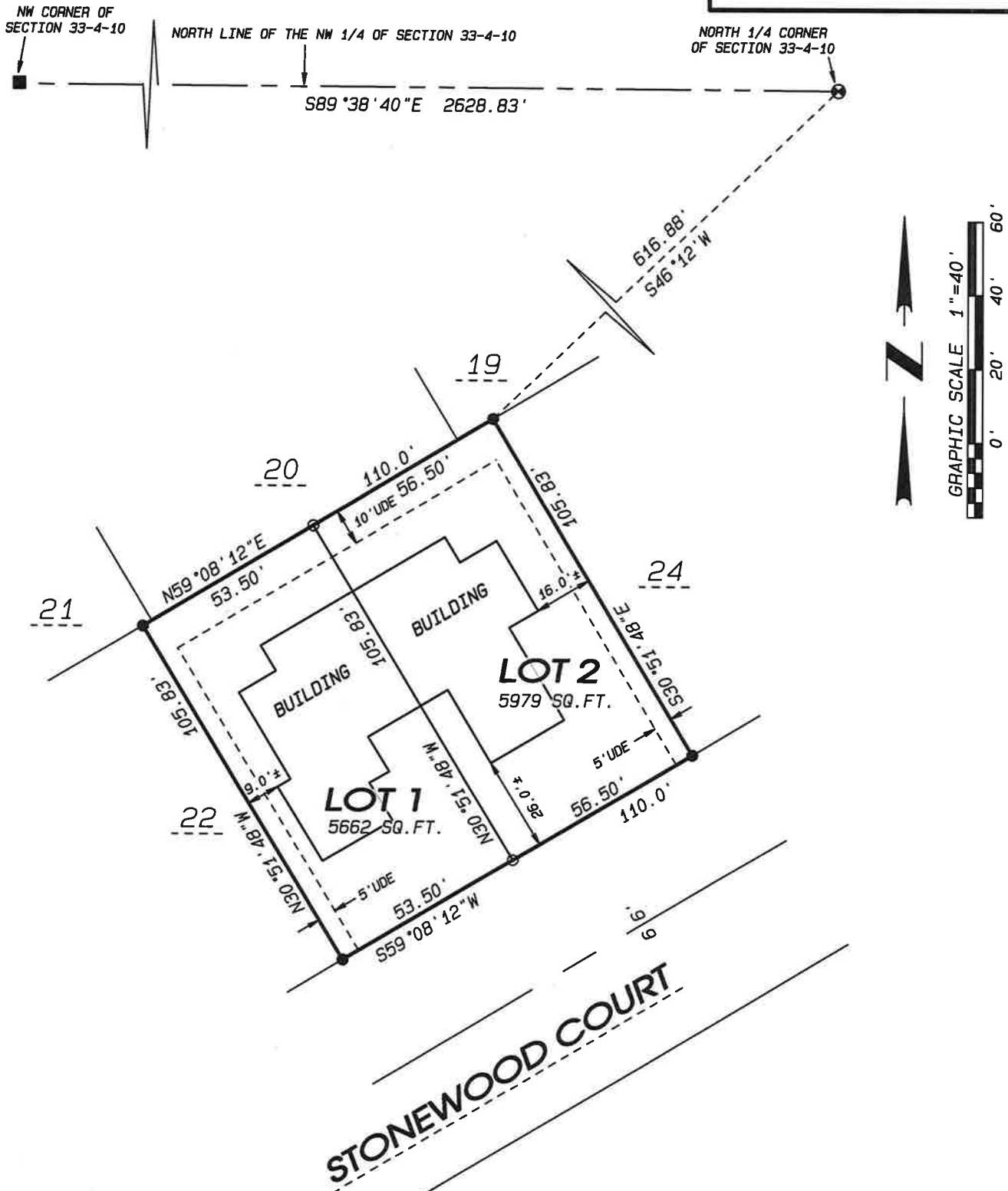
**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.13 acres and will include the dwelling unit with the address of 565 Stonewood Court. Lot 2 will contain the remaining 0.14 acres with the dwelling unit addressed at 563 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.523 into two lots for a two-family twin residence, located at 5632 and 565 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.*

# CERTIFIED SURVEY MAP

LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA.
- ⊕ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362B For: BERG

SHEET 1 OF 3 SHEETS

**Combs**  
& ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combsurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused  
the land described on this map to be surveyed,  
divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have  
been paid as of \_\_\_\_\_, 20\_\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS

Project No. 122-362B For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**CERTIFIED SURVEY MAP**

LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 11641 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_, of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

SHEET THREE OF THREE SHEETS

Project No. 122-362B For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 563 and 565 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 23 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.

2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.

3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.

4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

5. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches.

6. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

7. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

8. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

9. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

10. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel

A and Parcel B.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

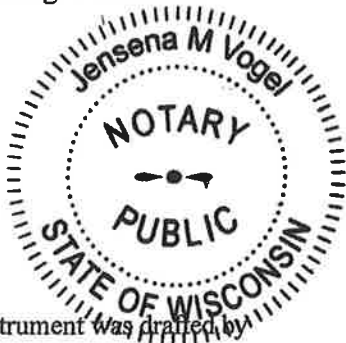
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 557 Stonewood Court, Evansville, 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 at 563 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress purposes to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

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

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a nonexclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Users.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective 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 Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stonewood Court.

**7. 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.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from later use of the easement rights to the fullest extent authorized in this Agreement.

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

**10. 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.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. 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.

**13. 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.

**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. 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.

**16. 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: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_ BANK  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK \_\_\_\_\_ )ss

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944



**EXHIBIT A**

(Legal Description of Parcel A – 557 Stonewood Court)

557 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 24 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 563 Stonewood Court)

563 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 25 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.

A and Parcel B.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

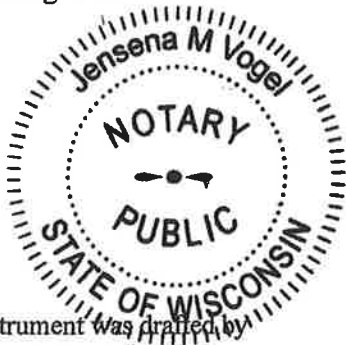
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944



**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0201 **Applicant:** Groves Homes LLC

Parcel 6-27-533.522

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1 Approximate Location Map*

**Location:** 571/573 Stonewood Court

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.27acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

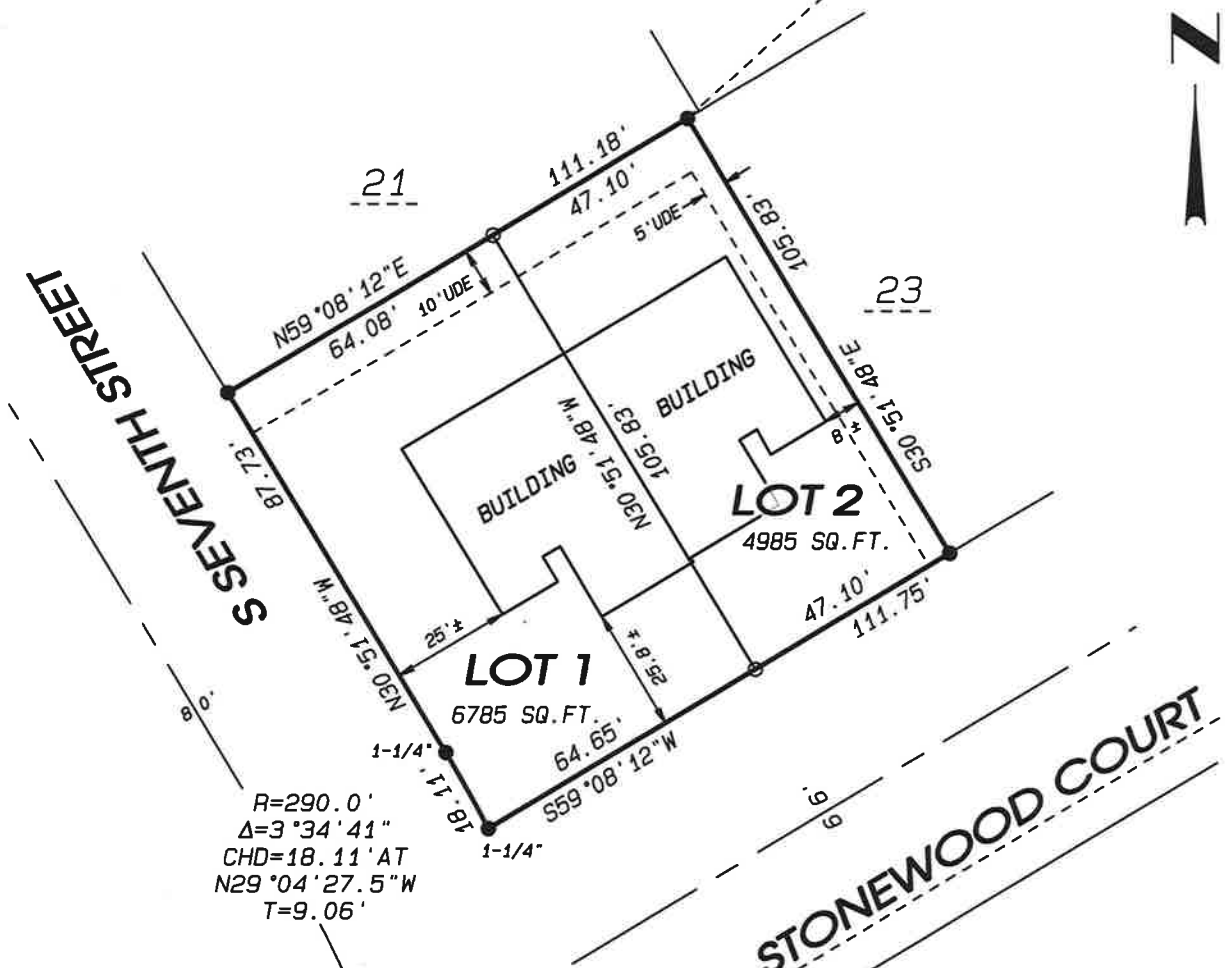
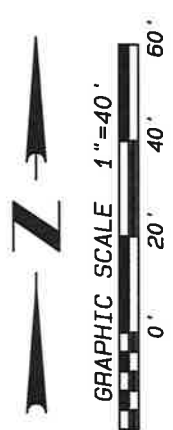
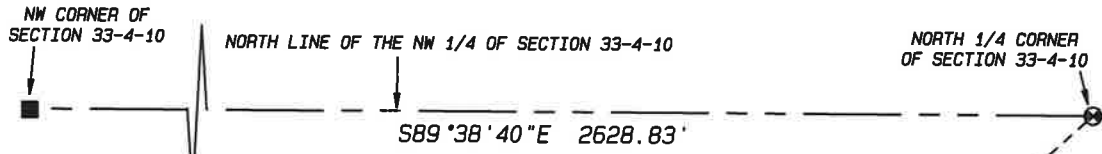
**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.16 acres and will include the dwelling unit with the address of 573 Stonewood Court. Lot 2 will contain the remaining 0.11 acres with the dwelling unit addressed at 571 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.522 into two lots for a two-family twin residence, located at 571 and 573 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.*

# CERTIFIED SURVEY MAP

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



### LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362A For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused  
the land described on this map to be surveyed,  
divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have  
been paid as of \_\_\_\_\_, 20\_\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS  
Project No. 122-362A For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,

LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE

4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing

11770 Sq. Ft. That such map is a correct representation of all exterior boundaries

of the land surveyed and the division of that land. That I have made such survey,

division, and map by the direction of Roger M. Berg and that I have fully complied

with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying,

dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

**SHEET THREE OF THREE SHEETS**

Project No. 122-362A For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)



**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 571 and 573 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 22 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the "Property"), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit ("Unit Owners"), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Stonewood Court to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire

cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property. The easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

15. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

7/26/22

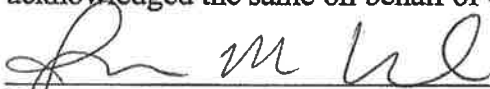
Grove Homes, LLC, by:

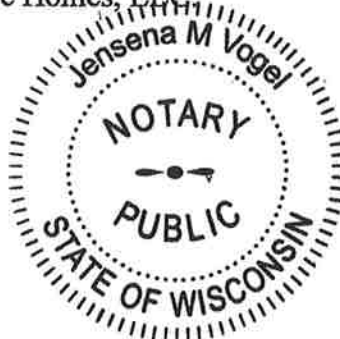
  
\_\_\_\_\_  
Roger M. Berg, Member

  
\_\_\_\_\_  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC.

  
\_\_\_\_\_  
Notary Public, Rock County, Wis.  
My Commission expires 1/06/24



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944





## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

**Application:** LD-2022-0202 **Applicant:** Groves Homes LLC

Parcel 6-27-533.528

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1 Approximate Location Map*

**Location:** 586/588 Stonewood Court

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.38 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

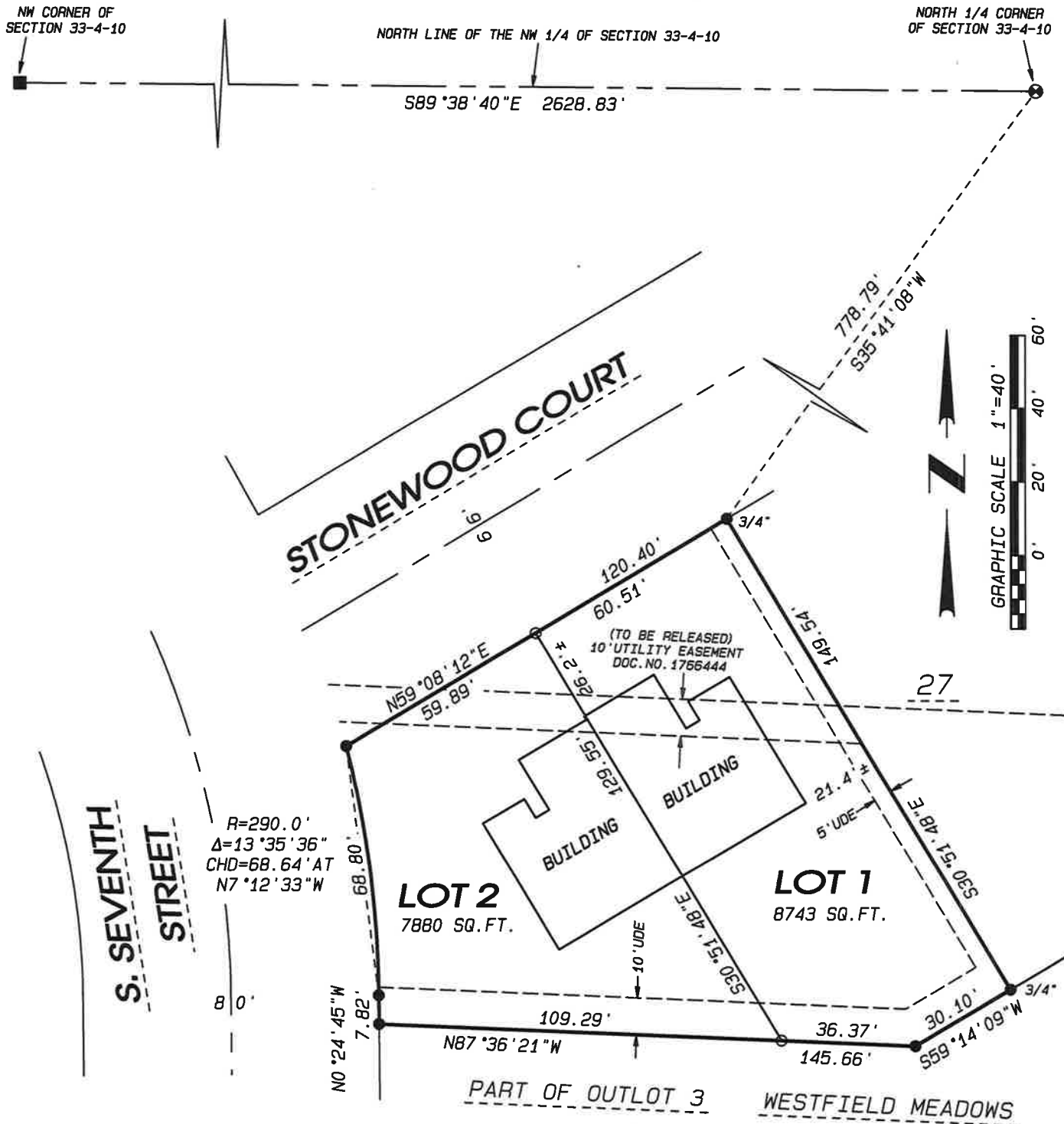
**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.20 acres and will include the dwelling unit with the address of 586 Stonewood Court. Lot 2 will contain the remaining 0.18 acres with the dwelling unit addressed at 588 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.528 into two lots for a two-family twin residence, located at 586 and 588 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.*

# CERTIFIED SURVEY MAP

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUT-LOT 3, WESTFIELD MEADOWS, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- |  |   |
|--|---|
| ○ SET IRON PIN, 3/4"x 24",<br>1.5 LBS./LIN.FT.         | ● FOUND ALUMINUM MONUMENT                               |
| ● FOUND IRON PIN 1-1/4" DIA.<br>UNLESS OTHERWISE SHOWN | ■ FOUND CUT STONE MONUMENT                              |
|  | UDE UTILITY AND DRAINAGE EASEMENT<br>PER DOC.NO.2206529 |

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

NOTE: ASSUMED  $S89^{\circ}38'40''E$  ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362G For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of \_\_\_\_\_, 20\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS  
Project No. 122-362G For: GROVE HOMES LLC



**CERTIFIED SURVEY MAP**

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION

AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF

THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF

EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 16623 Sq. Ft. That

such map is a correct representation of all exterior boundaries of the land

surveyed and the division of that land. That I have made such survey, division,

and map by the direction of Roger M. Berg and that I have fully complied with the

provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing,

and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

SHEET THREE OF THREE SHEETS

Project No. 122-362G For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT -- DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 586 and 588 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 28 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the "Property"), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit ("Unit Owners"), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Stonewood Court to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire

cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property. The easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

15. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

7/26/22

Grove Homes, LLC, by:

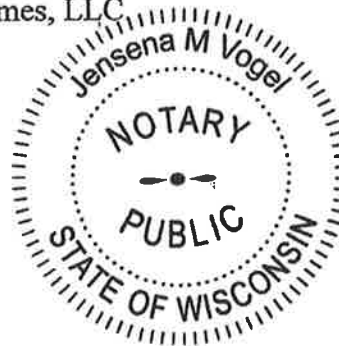
Roger M. Berg  
Roger M. Berg, Member

David A. Olsen  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC

Jensena M Vogel  
Notary Public, Rock County, Wis.  
My Commission expires 1/6/26



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944





## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application: LD-2022-0203 Applicant: Groves Homes LLC

Parcel 6-27-533.526

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

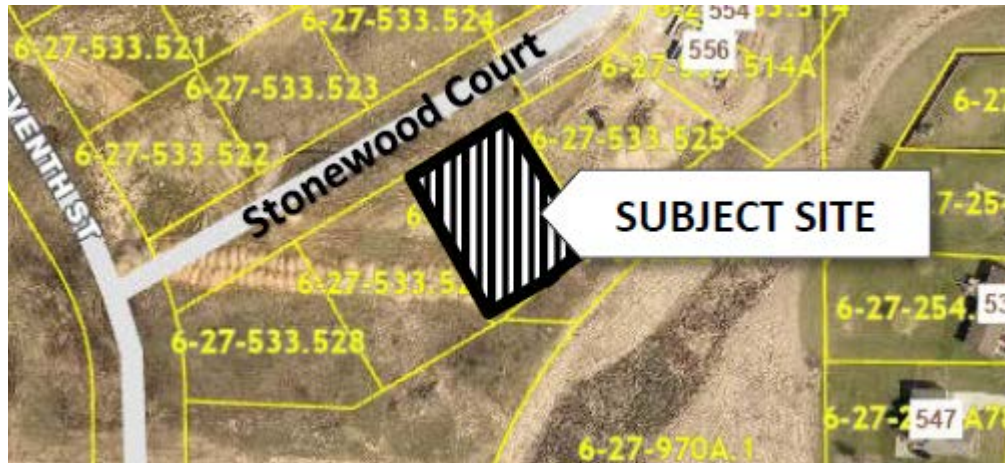
Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263

Figure 1 Approximate Location Map

**Location:** 570/572 Stonewood Court**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.**Existing Uses:** The existing 0.36 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will not share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.17 acres and will include the dwelling unit with the address of 570 Stonewood Court. Lot 2 will contain the remaining 0.19 acres with the dwelling unit addressed at 572 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application,

as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 2 of this CSM, which will share a driveway with 578 Stonewood Court.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

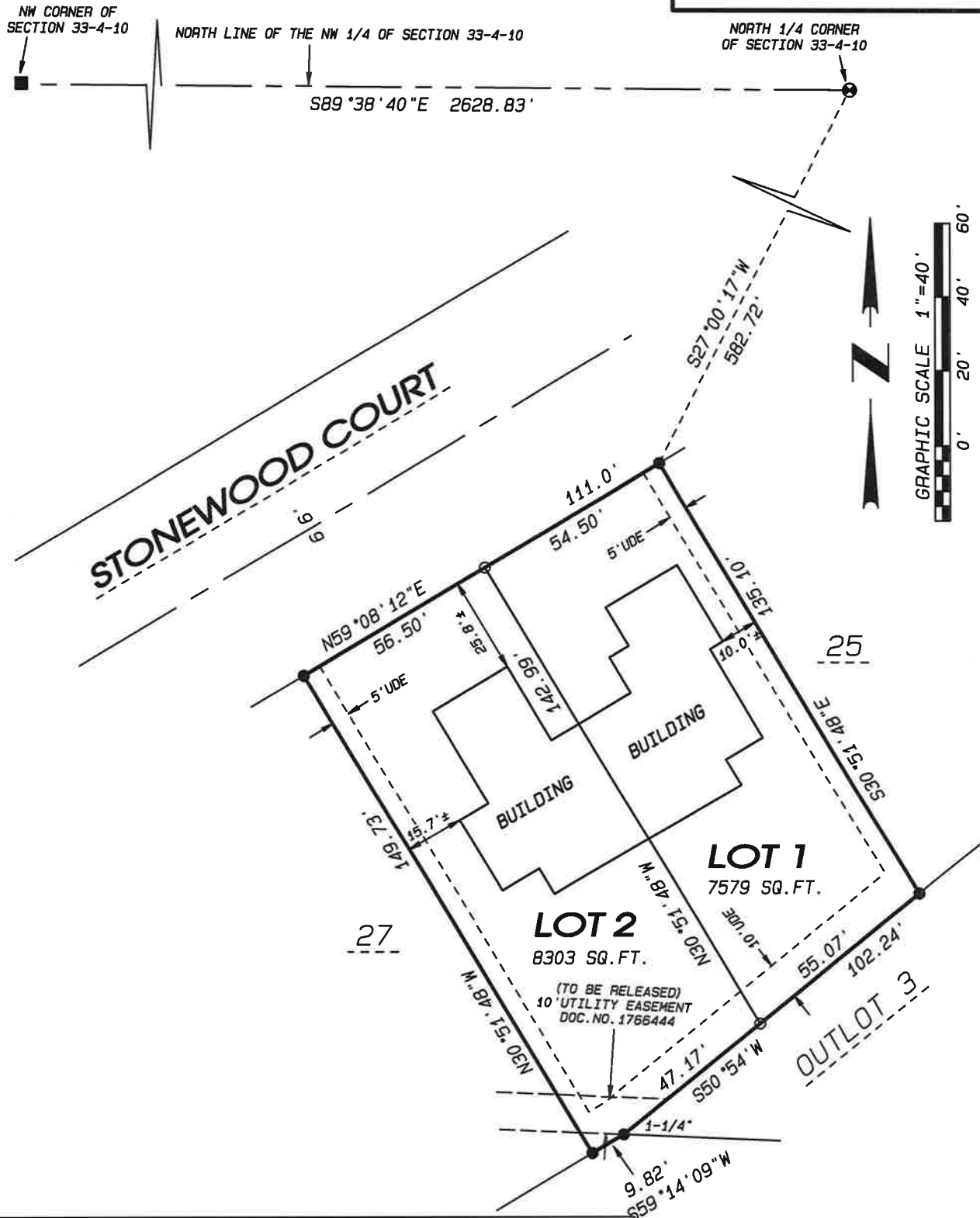
**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.526 into two lots for a two-family twin residence, located at 570 and 572 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:*

- 1) The 8-foot access easement is added to the west border on Lot 2 of this CSM.*
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.*



# CERTIFIED SURVEY MAP

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUT-LOT 3, WESTFIELD MEADOWS, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC.NO.2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of \_\_\_\_\_, 20\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS

Project No. 122-362E For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION

AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF

THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF

EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 15882 Sq. Ft. That

such map is a correct representation of all exterior boundaries of the land

surveyed and the division of that land. That I have made such survey, division,

and map by the direction of Roger M. Berg and that I have fully complied with the

provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing,

and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

**SHEET THREE OF THREE SHEETS**

Project No. 122-362E For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 570 and 572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

5. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches.

6. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

7. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

8. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

9. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

10. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel

A and Parcel B.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

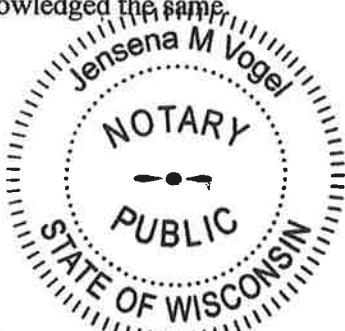
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 572 Stonewood Court, Evansville, 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 at 578 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress purposes to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

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

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a non-exclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Users.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective 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 Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stonewood Court.

**7. 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.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from later use of the easement rights to the fullest extent authorized in this Agreement.

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

**10. 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.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. 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.

**13. 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.

**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. 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.

**16. 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: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_  
BANK  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**EXHIBIT A**

(Legal Description of Parcel A – 572 Stonewood Court)

572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 578 Stonewood Court)

578 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 27 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.





## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

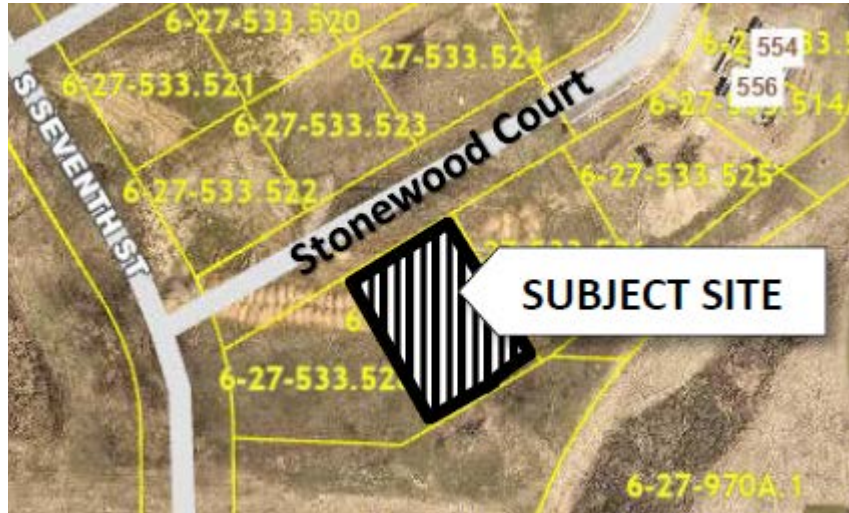
**Application:** LD-2022-0204 **Applicant:** Groves Homes LLC

Parcel 6-27-533.527

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1 Approximate Location Map*

**Location:** 578/580 Stonewood Court

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.38 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will not share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.19 acres and will include the dwelling unit with the address of 578 Stonewood Court. Lot 2 will contain the remaining 0.19 acres with the dwelling unit addressed at 580 Stonewood Court. A joint cross access and

maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 1 of this CSM, which will share a driveway with 572 Stonewood Court.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

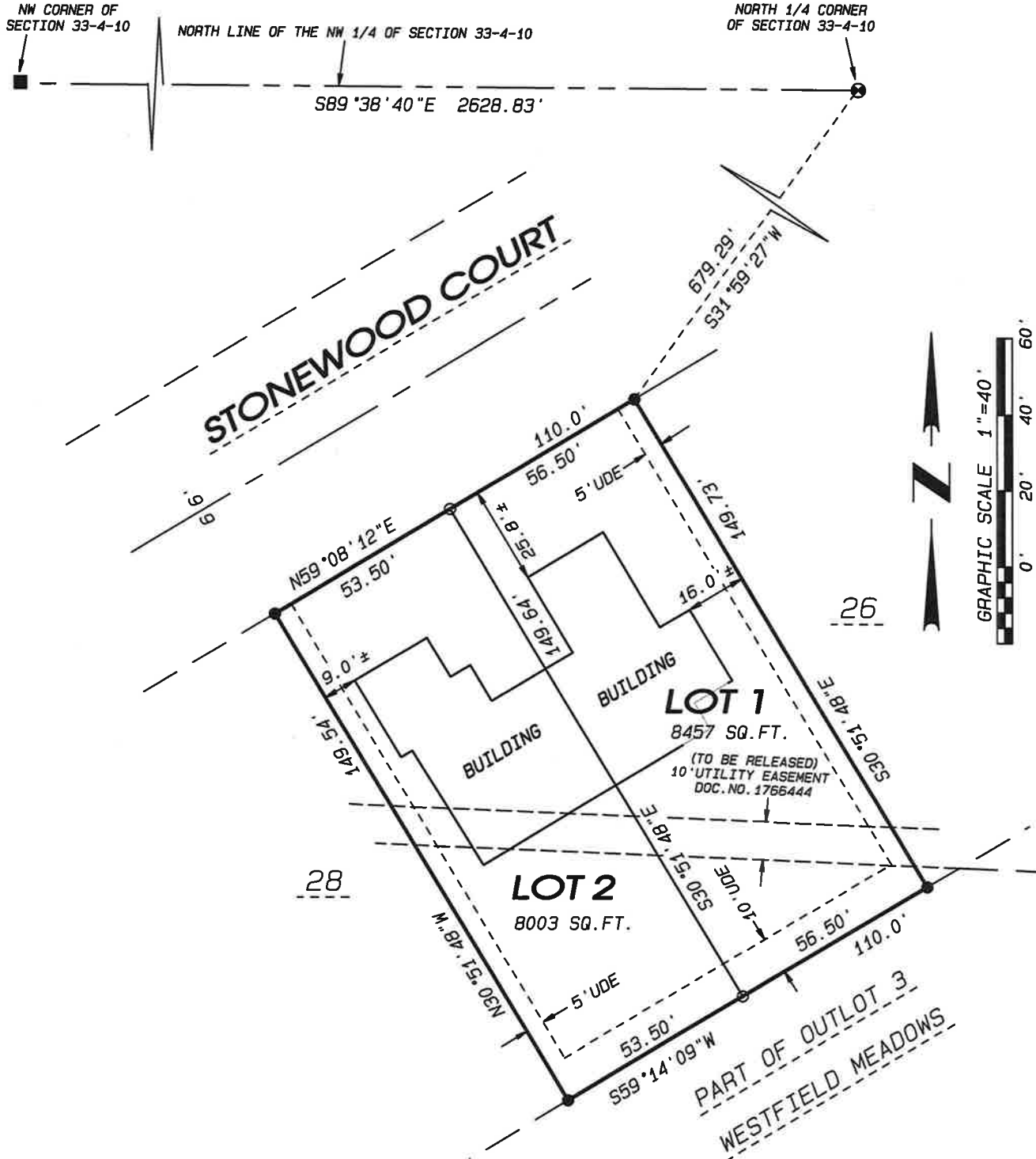
**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.527 into two lots for a two-family twin residence, located at 578 and 580 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:*

- 1) The 8-foot access easement is added to the east border on Lot 1 of this CSM.*
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.*



# CERTIFIED SURVEY MAP

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUT-LOT 3, WESTFIELD MEADOWS, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., 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 MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

**Combs & Associates**

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combssurvey.com

tel: 608 752-0575  
fax: 608 752-0534

**CERTIFIED SURVEY MAP**

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, mapped, and as represented hereon.

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Rock County, Wisconsin \_\_\_\_\_

My Commission \_\_\_\_\_

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of \_\_\_\_\_, 20\_\_\_\_.

Rock County Treasurer \_\_\_\_\_

SHEET TWO OF THREE SHEETS

Project No. 122-362F For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

## **CERTIFIED SURVEY MAP**

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

### **SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 16460 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

### **RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and recorded as \_\_\_\_\_,  
of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_

### **SHEET THREE OF THREE SHEETS**

Project No. 122-362F For: GROVE HOMES LLC

**COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI**

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)

**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 578 and 580 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 27 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

5. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches.

6. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

7. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

8. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

9. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

10. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel

A and Parcel B.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

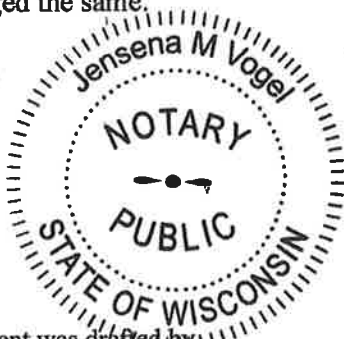
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/26/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 572 Stonewood Court, Evansville, 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 at 578 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the Exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

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

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a non-exclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Use.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective 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 Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stone Road Court.

**7. 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.

**8. Non-use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from other use of the easement rights to the fullest extent authorized in this Agreement.

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

**10. 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.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. 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.

**13. 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.

**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 its obligations of the other party shall not be construed to be a waiver of any breach of any other term or conditions of this Agreement.

**15. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating, 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.

**16. 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 Driveway or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By: \_\_\_\_\_

Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By: \_\_\_\_\_

Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**EXHIBIT A**

(Legal Description of Parcel A – 572 Stonewood Court)

572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 578 Stonewood Court)

578 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.





**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0205 **Applicant:** Hurley Homes LLC

Parcel 6-27-533.519

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



Figure 1 Approximate Location Map

**Location:** 643/645 Locust Lane

**Description of request:** A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

**Existing Uses:** The existing 0.24 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway and have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

**Existing Zoning:** The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.12 acres and will include the dwelling unit with the address of 643 Locust Lane. Lot 2 will contain the remaining 0.12 acres with the dwelling unit addressed at 645 Locust Lane. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

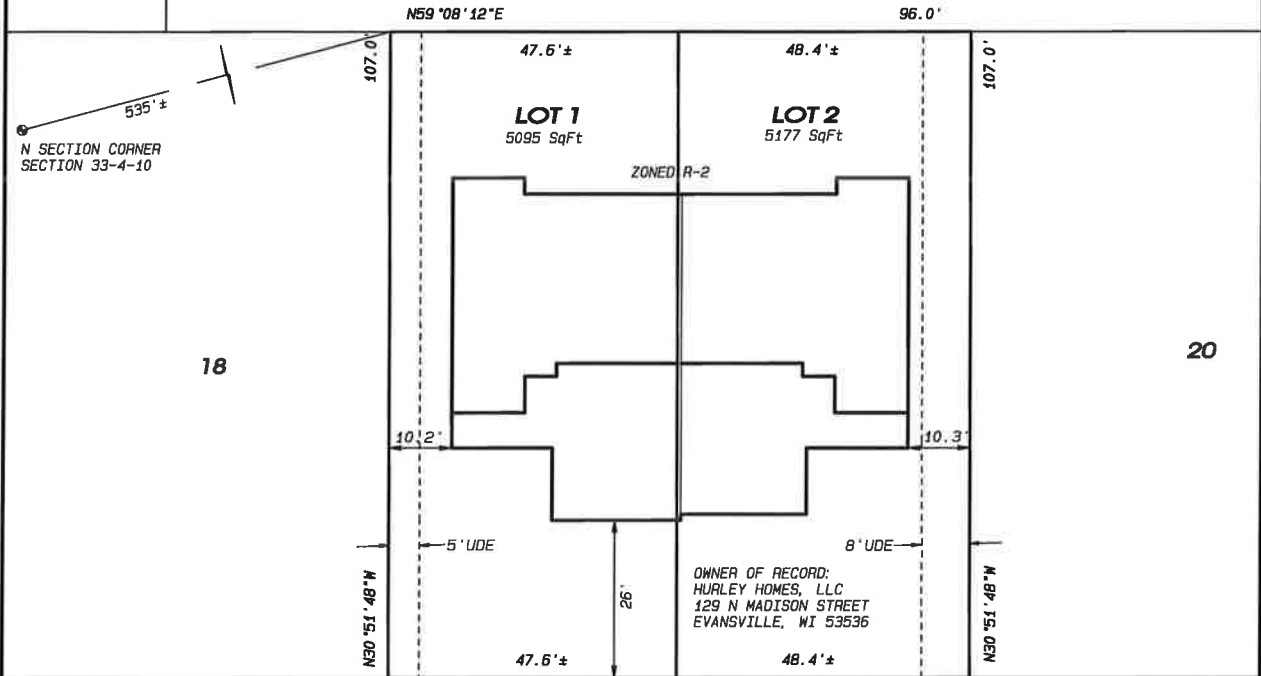
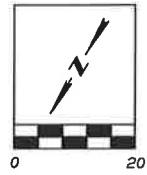
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

**Plan Commission Recommended Motion:** *Motion for Common Council to approve a certified survey map to divide parcel 6-27-533.519 into two lots for a two-family twin residence, located at 643 and 645 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the CSM and joint cross access and maintenance agreement are recorded for both lots with Rock County Register of Deeds.*



# PRELIMINARY CERTIFIED SURVEY MAP

LOT 19 STONEWOOD GROVE, SECTION 33, T.4N., R. 10E.  
OF THE 4TH P.M. CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



LOCUST LANE

**JOINT CROSS-ACCESS AND  
MAINTENANCE AGREEMENT**

Document Number

Document Title

In re:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_,  
2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps,  
on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County,  
Wisconsin, being part of Lot 19, Stonewood Grove Subdivision, Section 33,  
T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

Recording Area

Name and Return Address

**Attorney Walter E. Shannon  
104 West Main St.  
Evansville, WI 53536**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)

**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this 1st day of August, 2022 by HURLEY HOMES, LLC, (“Owner”).

WHEREAS, Hurley Homes, LLC is the owner of the real estate located at 643 and 645 Locust Lane, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 19, Stonewood Grove Subdivision, Section 33, T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Locust Lane to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected.
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.

5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.


12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

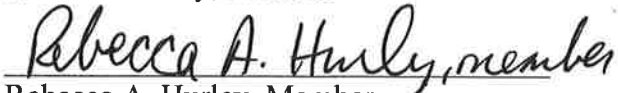
13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Hurley Homes, LLC, by:


  
\_\_\_\_\_  
Noah A. Hurley, Member

  
\_\_\_\_\_  
Rebecca A. Hurley, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 1st day of August, 2022, the above named Noah A. Hurley and Rebecca A. Hurley, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Hurley Homes, LLC.

  
\_\_\_\_\_  
Notary Public, Rock County, Wis.

My Commission expires: 

This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 West Main St.  
Evansville, WI 53536







APPLICATION FOR CONDITIONAL USE – STAFF REPORT

Application: CUP-2022-0207 Applicant: Nicole and Nicholas Rice

Parcel 6-27-860

September 6, 2022

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263

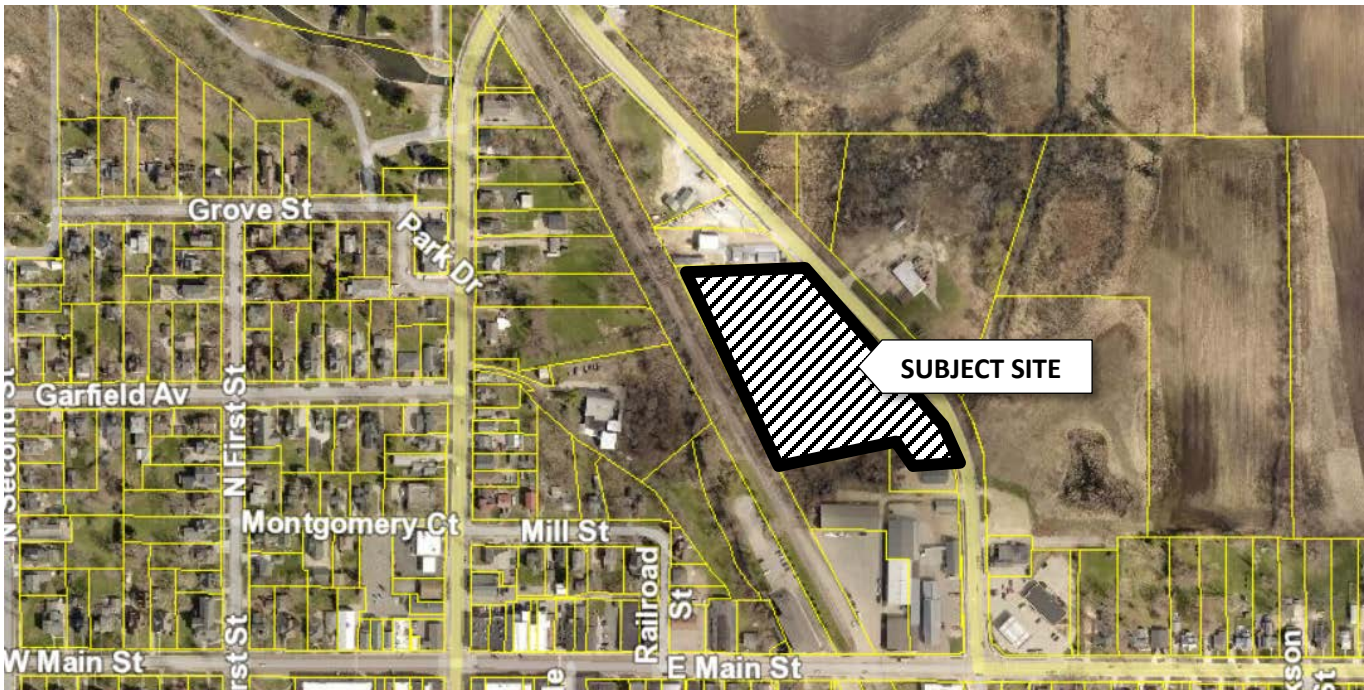


Figure 1 Approximate Location Map

Location: 155 Union Street

**Description of request:** The applicant intends to open a pet supply store at the above location. In addition to retail services, the applicant intends to open a small dog daycare facility adjacent to the retail space. **The applicant is seeking approval of a conditional use permit to allow Commercial Animal Boarding on parcel 6-27-860 within the B-3 zoning district.** Hours for the day boarding part of the business are expected to be from 7:00am to 6:00pm Monday through Friday. The boarding facility will have one 40' x 40' indoor play area connected to a 35' x 35' outdoor play area. The pet supply store will be open from 9:00am to 8:00pm Monday through Friday and 10am to 5pm on Saturdays. The business will not offer overnight boarding on site.

**Existing/Prior Uses:** The applicant will have tenancy in a multiuse building, which shares space with four other businesses, including a flower shop, an auctioneer, a hairdresser, and a remodeling company. The applicant's space within the building is currently vacant and was used for general warehousing and storage.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:**

**Staff Analysis of Request:** The proposal meets the standards outlined in the Zoning Ordinances and would fill a space left vacant by a prior canine day boarding facility in Evansville. The applicant has also indicated their willingness and strategy to mitigate potential adverse effects on neighboring businesses. Staff’s only suggestions for conditions include adding landscaping to offset the increased impervious surface on site

**Required Plan Commission findings for Conditional Use Permit request:** Section 130-104(3) of the Municipal Code, includes criteria that should be considered in making this decision:

1. **Consistency of the use with the comprehensive plan.** The proposed use in general and in this specific location is consistent with the city’s comprehensive plan of November 2015.  
*Staff Comment: The Comprehensive plan indicates a desire to promote infill development where City services are available.*
2. **Consistency with the City’s zoning code, or any other plan, program, or ordinance.** The proposed use in general and in this specific location is consistent with City’s zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.  
*Staff comment: The proposed use is consistent with the City’s zoning code and other plans, programs, and ordinances. Section 130-410 allows for outdoor animal exercise areas that are securely fenced and supervised by staff while it is in use; the applicant’s plans call for a fenced-in outdoor play area 35’ x 35’. Fencing will have to be approved by building inspection and 122 points of landscaping will be required to offset the addition of impervious surface on the lot.*
3. **Effect on nearby property.** The use will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the City’s zoning code, the comprehensive plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the city.  
*Staff Comment: The applicant lists noise and dog waste as potential adverse impacts on neighboring uses. The applicant intends not to allow breeds or individual dogs known to be excessive barkers. In regards to animal waste, the applicant intends to collect the waste and prepare it for appropriate disposal. In addition, the applicant intends to sanitize the outdoor play area daily in order to combat excessive odors.*
4. **Appropriateness of use.** The use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.  
*Staff Comment: This location is an appropriate use for day boarding for dogs.*
5. **Utilities and public services.** The use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by the City or any other public agency serving the subject property.  
*Staff Comment: the property is currently served by public utilities*

**Required Plan Commission conclusion:** Section 130-104(3)(f) of the Municipal Code requires the Plan Commission to determine whether the potential public benefits of the conditional use do or



do not outweigh any and all potential adverse impacts. The proposed motion below states that benefits do in fact outweigh any and all potential adverse impacts.

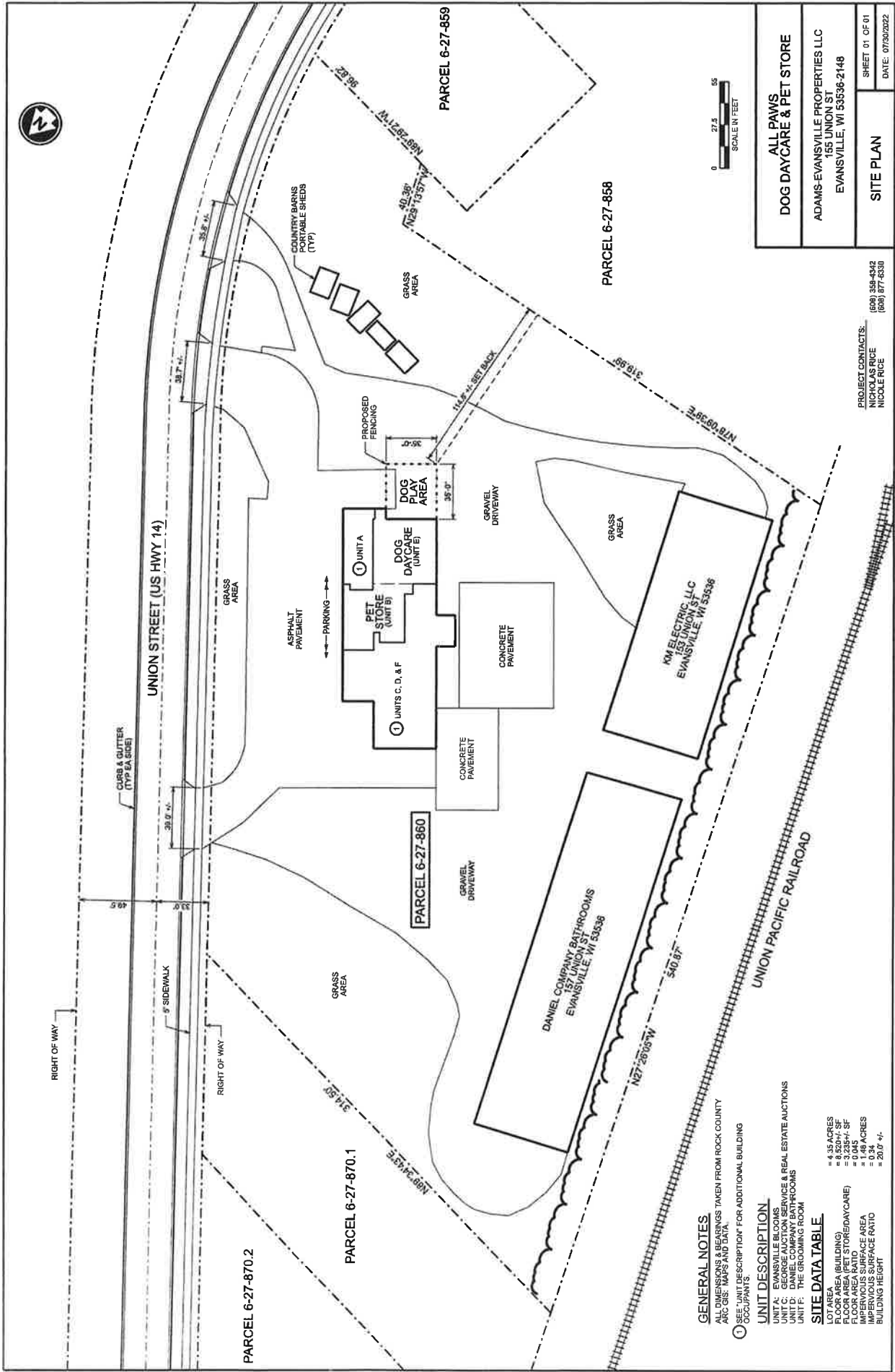
**Staff recommended motion for Plan Commission:** *Motion to approve issuance of a Conditional Use Permit for Commercial Animal Boarding to operate a canine day boarding operation per section 130-410 on parcel of land 6-27-860(155 Union Street), finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

- 1) *The Conditional Use Permit is recorded with the Rock County Register of Deeds.*
- 2) *Applicant to work with landlord to install 122 points worth of landscaping on parcel to offset new impervious surface. Installation to occur no later than September 1, 2023.*
- 3) *Applicant obtains sign permit prior to installation.*
- 4) *Applicant obtains building permit prior to installation of outdoor exercise area and fencing.*
- 5) *Operating hours are no earlier than 5:00am or later than 9:00pm daily.*
- 6) *Any exterior lighting is dark sky compliant.*
- 7) *Use cannot create a public nuisance as defined by local and state law.*



UNLIT SIGN 5' X 5'  
FRONT OF BUILDING CENTERED OVER DOOR  
NEW AWNINGS COLOR BLUE





<b>ALL PAWS DOG DAYCARE &amp; PET STORE</b>	
ADAMS-EVANSVILLE PROPERTIES LLC 155 UNION ST EVANSVILLE, WI 53536-2148	
<b>SITE PLAN</b>	SHEET 01 OF 01 DATE: 07/30/2022

PROJECT CONTACTS:  
NICHOLAS RICE (608) 359-4342  
NICOLE RICE (608) 877-5330

**GENERAL NOTES**  
ALL DIMENSIONS & BEARINGS TAKEN FROM ROCK COUNTY ARC GIS: MAPS AND DATA.  
① SEE UNIT DESCRIPTION FOR ADDITIONAL BUILDING OCCUPANTS.

**UNIT DESCRIPTION**  
UNIT A: EVANSVILLE BLOOMS  
UNIT B: GEORGE AUCTION SERVICE & REAL ESTATE AUCTIONS  
UNIT C: GEORGE AUCTION SERVICE & REAL ESTATE AUCTIONS  
UNIT D: THE GROOMING ROOM  
UNIT E: THE GROOMING ROOM

**SITE DATA TABLE**

AREA (BUILDING)	= 4.05 ACRES
FLOOR AREA (PET STORE/DAYCARE)	= 4,320 SF
FLOOR AREA RATIO (FLOOR AREA / TOTAL SITE AREA)	= 3.235% SF
FLOOR AREA RATIO (TOTAL FLOOR AREA / TOTAL SITE AREA)	= 0.045 ACRES
IMPERVIOUS SURFACE RATIO	= 0.34
BUILDING HEIGHT	= 20.0' +/-



**APPLICATION FOR REZONE – STAFF REPORT****Application No.:** RZ-2022-0208 **Applicant** Gordon and Susan Miller**Parcels:** 6-27-344**September 6, 2022**

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263**Location:** 195 S. Union Street**Description of request:** An application to rezone parcels 6-27-344 has been submitted for consideration by the Plan Commission.**Existing and Proposed Zoning:** The parcel is currently zoned B-5 Special Use District. The applicant proposes B-2 Central Business District. The proposed new zoning will allow the applicant to operate a wider variety of uses on site. The site could accommodate residential uses in addition to an artisan woodworking studio, storage, and retail space. Rezoning the parcel would bring the property into compliance with both setback requirements and previous and recent residential use on site.**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. Park development promotes walkability and provides more recreational amenities to a growing area of the City. The proposal complies with the design standards and environmental considerations as set forth in the Land Division Ordinance.**Staff Recommended Motion:** *Motion to recommend to Common Council approval of Ordinance 2022-11, Rezoning Territory from Special Use Business District (B-5) to Central Business District (B-2).*

CITY OF EVANSVILLE  
ORDINANCE # 2022-11

**An Ordinance Rezoning Territory from Special Use Business District (B-5)  
to Central Business District (B-2)**  
(On Parcel 6-27-344)

The Common Council of the City of Evansville, Rock County, Wisconsin, do ordain as follows:

**SECTION 1. Zoning Classification.** In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of parcels be changed from Special Use Business District (B-5) to Central Business District (B-2). The areas to be rezoned are indicated on the map below:



**SECTION 2. Zoning Map Amendment.** The official zoning map, City of Evansville, Wisconsin, is hereby amended to show the territory described in Section 1 as Central Business District Two (B-2).

**SECTION 3. Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or

application.

**SECTION 4. Effective Date.** This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this --<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah Hurtley, Deputy City Clerk

Introduced: 08/09/2022  
Notices published: 08/--/2022, 08/--/2022  
Public hearing held: 08/--/2022  
Adopted: 09/--/2022  
Published: (within 10 days of adoption)

*Sponsor: This is ordinance was initiated by a landowner application for a zoning map amendment.*

*Drafted on August 5, 2022 by Jason Sergeant, City Administrator*





**CITY OF EVANSVILLE  
RESOLUTION 2022-25**

*A Resolution Recommending Common Council Adoption of Ordinance 2022-12*

**WHEREAS**, The City of Evansville, Wisconsin, adopted the *City of Evansville, WI Smart Growth Comprehensive Plan* in June of 2005, and subsequently updated in November of 2015, and amended in 2020 in compliance with Wis. Stats. s 66.1001(1)(a) and 66.1001(2); and

**WHEREAS**, City staff, working under the direction of the Plan Commission, has completed an update of the *City of Evansville, WI Smart Growth Comprehensive Plan*; and

**WHEREAS**, the Plan Commission may recommend to Common Council the adoption of the proposed *City of Evansville, WI Smart Growth Comprehensive Plan* update by a majority vote adopting this resolution, in compliance with Wis. Stats. s.66.1001(4)(b); and

**WHEREAS**, the proposed plan update contains all of the elements set forth in Wis. Stats. 66.1001(2), including updates to maps pertaining to transportation, land use, utilities, natural features, economic development, and updates to demographic and regional data throughout the plan document; and

**WHEREAS**, Common Council will conduct a public hearing in compliance with Wis. Stats. s.66.1001(4)(d) at its September 13, 2022 meeting regarding the proposed *City of Evansville, WI Smart Growth Comprehensive Plan* update; and

**WHEREAS**, Common Council has conducted first and second readings of Ordinance 2022-12, *An Ordinance to Adopt a Ten-Year Update to the Smart Growth Comprehensive Plan of the City of Evansville, Wisconsin*.

NOW, THEREFORE, BE IT RESOLVED, the Plan Commission of the City of Evansville, Rock County, Wisconsin, does hereby recommend to Common Council:

*Approval of Ordinance 2022-12, An Ordinance to Adopt a Ten-Year Update to the Smart Growth Comprehensive Plan of the City of Evansville, Wisconsin.*

Passed and approved this 6<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Dianne Duggan, Mayor and Plan Commission Chair

ATTEST:

\_\_\_\_\_  
Leah Hurtley, City Deputy Clerk



**CITY OF EVANSVILLE  
Resolution 2022 - 26**

*A Resolution Authorizing Relief from Public Dedication and the Transfer of Real Estate*

**WHEREAS**, the City entered into a development agreement, plus addendum, with BWP & F LLC, on January 9<sup>th</sup>, 2015, for a subdivision project known as “Windmill Ridge;” and

**WHEREAS**, the final plat for Westfield Meadows First Addition was reviewed and approved by the Common Council of the City of Evansville, on October 12, 2021; and

**WHEREAS**, the prior dedication of Outlot 1 of the Windmill Ridge Subdivision to the City was vacated and removed from its public dedication by City of Evansville Resolution 2022-02, passed on January 11, 2022; and

**WHEREAS**, Outlot 1 of the Windmill Ridge subdivision needs to be transferred to the developers in an appropriate exchange of property to allow access to the Westside Park; and

**WHEREAS**, Outlot 2 of the Windmill Ridge subdivision has been dedicated to the public for recreation access and use; and

**WHEREAS**, a portion of Outlot 2 of the Windmill Ridge subdivision needs to be released from its dedication and transferred to the developers in an appropriate exchange of property to allow access to the Westside Park; and

**WHEREAS**, the Outlots in the Westfield Meadows First Addition final plat are to be transferred by the developers to the City in an appropriate exchange of property to allow access to the Westside Park;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Evansville, in order to allow for public access to public property, as follows:

Outlot 1 of the Windmill Ridge Subdivision shall be deeded by the City to the developers. Further, a portion of Outlot 2 of the Windmill Ridge subdivision is relieved from its public dedication and shall be deeded by the City to the developers. Finally, Outlots in the Westfield Meadows First Addition subdivision will be deeded from the developers to the City.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dianne Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah Hurtley, Deputy City Clerk

Introduced: \_\_\_/\_\_\_/2022  
Second Reading:  
Adopted: \_\_\_/\_\_\_/2022  
Published: \_\_\_/\_\_\_/2022