

**EASEMENT AGREEMENT**

Recording Area

Name and Return Address

**Christy D. Davidson, et al  
P.O. Box 44  
Washington Island, WI 54246**

**028-03-18333041J and**

**028-03-18333041D**

Parcel Identification Number

**THIS AGREEMENT** is made by and between Town of Washington, Door County, Wisconsin, hereinafter referred to as "Grantor," and Gregory S. Davidson, Christy S. Davidson and Kelly M. Davidson, hereinafter referred to as "Grantee."

**WHEREAS**, the parties to this agreement own adjoining parcels of land located in Government Lot One (1), Section Eighteen (18), Township Thirty-three (33) North, Range Thirty (30) East in the Town of Washington, Door County, Wisconsin, as follows:

- a. Town of Washington, Door County, Wisconsin, whose address is 910 Main Road, Washington Island, WI 54246, by virtue of a Quit Claim Deed dated March 21, 2015 and recorded in the office of the Door County Register of Deeds on April 1, 2015 as document number 786190, owns:

A tract of land located in Govt. Lot 1, Section 18, T. 33 N. R. 30 E. Town of Washington, Door County, Wisconsin, described as follows:  
Commencing at an iron pipe marking the Northwest corner of said Govt. Lot 1, thence East 276.45 ft.; thence South 628.60 ft. to the center of the Town road known as South Shore Drive, the place of beginning, thence South 34.02 feet to a stake on the South edge of South Shore Drive, thence continue South a distance of 529.65 ft., to a stake on the shores of Lake Michigan, thence N. 67°09' E., along the shores of Lake Michigan 200.00 ft., thence North 547.11 ft., to a stake on the South side of South Shore Drive, thence continue North 25.53 feet to the center of South Shore Drive, thence along the center of South Shore Drive S. 78°20' W. a

distance of 121.77 feet, thence continue along the center of South Shore Drive S. 47°18' W., a distance of 88.50 ft., to the place of beginning. Including all riparian rights appurtenant thereto.

- b. Gregory S. Davidson, Christy S. Davidson and Kelly M. Davidson, by virtue of a Trustee's Deed dated September 16, 2014 and recorded in the office of the Door County Register of Deeds on September 25, 2014 as document number 782183, own:

A tract of land in Government Lot 1, Section 18, Township 33, North of Range 30 East, Town of Washington, Door County, Wisconsin, described as follows:

Commencing at an 1½ inch iron pipe marking the Northwest corner of said Government Lot 1, Section 18, thence East a distance of 460.75 feet, thence South a distance of 541.97 feet to the center of South Shore Drive, the place of beginning; thence continue South 25.23 feet to the stake on the South edge of South Shore Drive, thence continue South 547.11 feet to a stake on the shores of Lake Michigan, thence along the shore of Lake Michigan North 67 degrees 09' East a distance of 200.00 feet to a stake, thence North a distance of 497.13 feet to a stake on the South edge of South Shore Drive, thence continue North 25.53 feet to the center of South Shore Drive, thence along the center of South Shore Drive South 82 degrees 09' West a distance of 63.40 feet, thence continue along the center of South Shore Drive South 78 degrees 20' West, a distance of 124.13 feet to the place of beginning. Containing all riparian rights appurtenant thereto.

and,

**WHEREAS**, the parties intend by this document to create an easement for driveway access for Grantee to and from the road now known as South Shore Drive across property owned by Grantor; and

**WHEREAS**, the parties have agreed that it is in their mutual best interests to have all of the terms of the driveway access easement reduced to writing;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is agreed by and between the parties hereto as follows:

1. The description of the access easement is as follows:

An easement located in Government Lot One (1) of Section Eighteen (18), Township Thirty-three (33) North, Range

Thirty (30) East, Town of Washington, Door County,  
Wisconsin and described as follows:

Commencing at the North one-quarter corner of said Section Eighteen (18); thence S 02°59'39" E along the west line of the Northeast one-quarter of said Section Eighteen (18) 2,633.00 feet to the center of said Section Eighteen (18); thence S 43°29'25" E 713.31 feet; thence S 03°15'26" E 134.00 feet to the intersection with an access easement and the point of beginning of said easement; thence S 75°14'58" W 45.00 feet; thence S 00°33'47" W 154.00 feet; thence S 28°15'46" E 88.00 feet; thence N 80°32'21" E 15.87 feet; thence N 03°15'26" W 240.00 feet to the point of beginning.

2. Grantee and their successors in title shall have the non-exclusive right to use the existing driveway on the subject property, as it is currently depicted on the attached Plat of Survey dated September \_\_\_\_, 2015, for access by foot and vehicle between the property owned by Grantee described in said Plat of Survey to and from South Shore Road.

3. Except as may be needed by Grantee for limited building construction purposes on Grantee's adjoining property, or the repair, maintenance or improvement of this easement, the use of the easement is limited to travel by foot and by non-commercial vehicles owned by or operated by persons who own land abutting this easement, and their immediate families, visitors and guests.

4. Grantee at any time, with prior written permission from Grantor, make any reasonable improvements to all or any part of the easement which is the subject of this easement, at no cost to Grantor.

5. Grantee shall pay all costs and expenses of maintaining the easement.

6. Grantee shall use the rights granted by this instrument with due regard to the rights of the Grantor, and the Grantor's use of its property which adjoins the easement, and Grantee shall not use the easement in any manner that will impair the rights of the Grantor to use its property which adjoins the property described in this easement.

7. This easement is complete and any prior understanding or representation of any kind preceding the date of this easement shall not be binding on either party except to the extent incorporated in writing as an amendment to this easement.

8. This easement shall be a covenant deemed to run with the land, and shall bind and inure to the benefit of each of the parties hereto, and their heirs, assigns, and successors in title.

9. To the fullest extent permitted by law, Grantee agrees to defend, including paying attorney's fees, pay on behalf of, indemnify, and hold harmless Grantor, its elected and appointed officials, employees and volunteers and others working on behalf of the Grantor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Grantor, its elected and appointed officials, employees, volunteers or others working on behalf of the Grantor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this easement.

10. This easement may be executed by the parties hereto at different times and shall be effective upon recording in the office of the Door County Register of Deeds.

***IN WITNESS WHEREOF***, the parties have hereunto set their hands and seals.

GRANTOR:

GRANTEE:

TOWN OF WASHINGTON, DOOR  
COUNTY, WISCONSIN

By: \_\_\_\_\_  
James F. Hanson, Town Chairman

\_\_\_\_\_  
Gregory S. Davidson

By: \_\_\_\_\_  
Valerie M. Carpenter, Town Clerk-  
Treasurer

\_\_\_\_\_  
Christy S. Davidson

\_\_\_\_\_  
Kelly M. Davidson

[Acknowledgment pages follow]



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named Christy S. Davidson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named Kelly M. Davidson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires \_\_\_\_\_.

ATTACHMENT: Plat of Survey dated September \_\_\_\_, 2015

This instrument was drafted by: Atty. William J. Wolske of  
SLATKY, WOLSKE & MEHN, Attys.

PREPARED FOR:

CURRENT OWNER:  
CHRISTY S. DAVIDSON, ET AL  
P.O. BOX 44  
WASHINGTON ISLAND, WI 54246

PROPERTY ADDRESS:  
1231 SOUTH SHORE DRIVE

PREPARED BY:

BRIAN FRISQUE SURVEYS INC.  
BRIAN D. FRISQUE  
PROFESSIONAL LAND SURVEYOR  
3121 MATHEY ROAD  
STURGEON BAY, WI 54235  
(920) 743-7183



# Plat of Survey

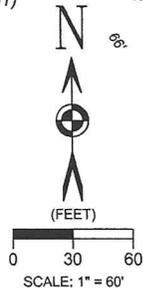
LOCATED IN:  
GOV'T LOT 1, SECTION 18, T. 33 N., R. 30 E.,  
TOWN OF WASHINGTON, DOOR COUNTY, WISCONSIN

## LEGEND

- ⊙ = U.S. PUBLIC LAND SURVEY CORNER  
(EXISTING DOOR COUNTY MONUMENT)
- = EXISTING 1" IRON PIPE  
(UNLESS NOTED)
- = SET 1" IRON PIPE WEIGHING  
1.13 LBS. PER LINEAL FOOT
- ⊘ = UTILITY POLE

### SURVEYOR'S NOTE:

BEARINGS REFERENCED TO THE WEST LINE OF THE  
NW 1/4 OF SECTION 18-33-30 BEARING S 02°59'39" W  
BASED FROM THE CONTROL SURVEY SUMMARY  
DIAGRAM FOR THE TOWN OF WASHINGTON.



**Access Easement**

### DESCRIPTION: ACCESS EASEMENT

An easement located in Government Lot 1 of Section 18, Township 33 North, Range 30 East, Town of Washington, Door County, Wisconsin and described as follows:

Commencing at the North one-quarter corner of said Section 18, thence S 02°59'39" E along the west line of the Northeast one-quarter of said Section 18 2633.00 feet to the Center of said Section 18, thence S 43°29'25" E 713.31 feet, thence S 03°15'26" E 134.00 feet to the intersection with an access easement and the point of beginning of said easement, thence S 75°14'58" W 45.00 feet, thence S 00°33'47" W 154.00 feet, thence S 29°15'46" E 88.00 feet, thence N 80°32'21" E 15.87 feet, thence N 03°15'26" W 240.00 to the point of beginning.

### DESCRIPTION: TAX PARCEL NO. 028-03-18333041J

A tract of land located in Government Lot 1 of Section 18, Township 33 North, Range 30 East, Town of Washington, Door County, Wisconsin and described as follows:

Commencing at the North one-quarter corner of said Section 18, thence S 02°59'39" E along the west line of the Northeast one-quarter of said Section 18 2633.00 feet to the Center of said Section 18, thence S 43°29'25" E 713.31 feet to the point of beginning, thence N 75°04'34" E 124.06 feet, thence N 78°53'34" E 63.40 feet, thence S 03°15'26" E 441.31 feet to the intersection with a meander line of Lake Michigan, thence S 81°37'41" W along said meander line 185.04 feet, thence N 03°15'26" W 427.06 feet to the point of beginning. Including all lands lying between the above described meander line and the approximate ordinary high water mark of Lake Michigan as shown on the adjacent map, bounded on the east by the above described property line extended S 03°15'26" E to said approximate ordinary high water mark and bounded on the west by the above described property line extended S 03°15'26" E to said approximate ordinary high water mark.

Said tract contains 2.12 acres of land more or less.

The above described tract is subject to the 66 foot wide right-of-way of South Shore Drive as shown on the adjacent map.

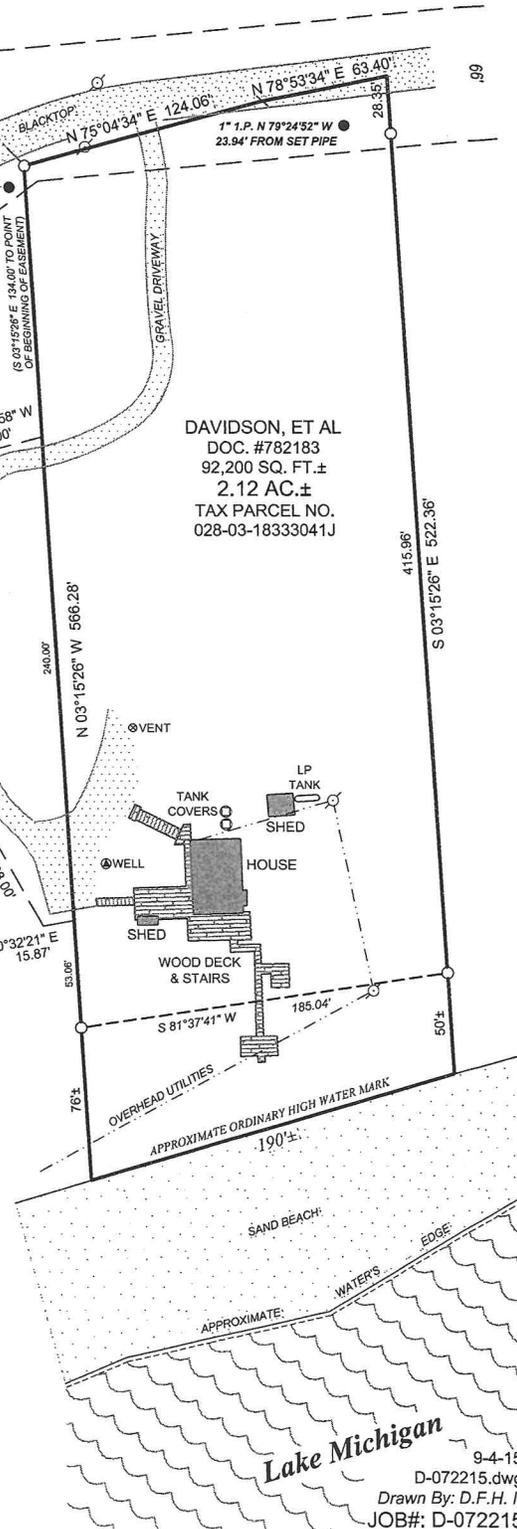
### SURVEYOR'S CERTIFICATE:

I, Brian D. Frisque, Professional Land Surveyor, do hereby certify that I have surveyed the property described herein and to the best of my knowledge and belief the adjacent map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures, boundary fences, apparent easements, roadways and visible encroachments, if any. I further certify that this map complies with Chapter A-E 7 of the Wisconsin Administrative Code.

This survey is made for the use of the present owners of the property and also those who purchase, mortgage or guarantee title thereto.

Dated \_\_\_\_\_

Brian D. Frisque  
P.L.S. S-2429



9-4-15  
D-072215.dwg  
Drawn By: D.F.H. II  
JOB#: D-072215