

# **Village of Cambridge Plan Commission**

**Monday, December 9, 2024 – 6:30 P.M.  
Amundson Community Center, Senior Room  
200 Spring Street**

## **AGENDA**

1. Call to Order / Roll Call.
2. Proof of Posting.
3. Approve Minutes from Plan Commission Meeting on September 9, 2024
4. Public Appearances:
5. New Business: Discussion and Possible Action Regarding
  - a. Certified Survey Map: Matt's Plat, Drumlin Trail
  - b. Sidewalk Easement Agreement with Cambridge presbyterian Church
6. Unfinished Business:
7. Correspondence:
8. Any Other Such Business That Can Legally Be Brought Before the Committee for Consideration on Future Agendas/Questions or Comments for Staff:
9. Adjournment of Meeting

### Note

- 1) Persons Needing Special Accommodations Should Call 423-3712 At Least 24 Hours Prior To The Meeting.
- 2) More Specific Information About Agenda Items May Be Obtained By Calling 423-3712.
- 3) Final Plan Commission Agendas Are Typically Posted By 4 Pm On The Friday Preceding The Regular Meeting At The Amundson Community Center, Cambridge Post Office, Village Website and Badger Bank.

*Lisa Moen, Village Administrator/Clerk/Deputy Treasurer*

# Village of Cambridge Plan Commission

**Monday, September 9, 2024 – 6:30 P.M.**  
**Amundson Community Center, Senior Room**  
**200 Spring Street**

## **PUBLIC HEARING**

1. **Call to Order / Roll Call:** Chairman Franklin called the meeting to order at 6:30 p.m. Members present: Commissioners McNally, Anderson, Milsap, Gronemus, Hollenbeck and Franklin. Others present: Cathy Yerges; Ellie and Rob Tatro; Tony and Chris Ream; Andrea Masotti; Kyle Kittleson; Kathye and Tom Franz; Matt and Molinda Dozois; Tobi Bolt; Perri Smythe, Vicki Wagener; Nicholas Phillips; Blake Sollenberger; Diane Anderson.
2. **Proof of Posting:** The notice was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Badger Bank, the Village Website, published in the Cambridge News and sent to neighboring property owners.
3. **Public Hearing** regarding a Rezone Request for a portion of the following property:

TAX KEY: 111/0612-013-0533-1)  
ADDRESS: Drumlin Trail, Lot 2 CSM 12628  
SUBMITTED BY: MRKR Properties, Michael Rumpf, Agent

Pursuant to Section 17, this property is currently zoned RL – Residential Low Density Single Family and the request is to change it to RH - Residential High Density Residential for the purpose of apartments.

Concerns were raised regarding traffic and the limited exits from the subdivision – not wanting to go through the Woodhaven subdivision to exit. No sidewalks. Lights and disruption from a parking lot. Dangers to children. Residents were not told when they purchased their properties that multi-family units could be going there – led to believe it would be single family. The need for single family homes. Property values.

4. **Adjournment of Public Hearing:** Commissioner Gronemus made a motion to adjourn the public hearing, seconded by Commissioner Milsap. Motion carried. Chairman Franklin adjourned the public hearing at 6:50 p.m.

## **MINUTES**

1. **Call to Order / Roll Call.** Chairman Franklin called the meeting to order at 6:30 p.m. Members present: Commissioners McNally, Anderson, Milsap, Gronemus, Hollenbeck and Franklin. Others present: Cathy Yerges; Ellie and Rob Tatro; Tony and Chris Ream; Andrea Masotti; Kyle Kittleson; Kathye and Tom Franz; Matt and Molinda Dozois; Tobi Bolt; Perri Smythe, Vicki Wagener; Nicholas Phillips; Blake Sollenberger; Diane Anderson.
2. **Proof of Posting:** The notice was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Badger Bank and the Village Website.
3. **Approve Minutes from Plan Commission Meeting on August 12, 2024**

*Commissioner Anderson made a motion to approve the minutes from August 12, 2024, seconded by Commissioner Hollenbeck. Motion carried.*

**4. Public Appearances:** None

**5. New Business: Discussion and Possible Action Regarding**

- a.** Rezone Request for parcel 111/0612-013-0533-1, MRKR Properties, Michael Rumpf, Agent was present to answer questions. He and Administrator Moen gave a history of this property, comprehensive plan, discussions with the DOT and Village Board plans for additional exits from the subdivisions.

*Commissioner Franklin made a motion to deny the rezone request for parcel 111/0612-013-0533-1, seconded by Commissioner Anderson. Motion carried on a 6-0 vote.*

**6. Unfinished Business:** None

**7. Correspondence:** None

**8. Any Other Such Business That Can Legally Be Brought Before the Committee for Consideration on Future Agendas/Questions or Comments for Staff:** None

**9. Adjournment of Meeting:** Commissioner Anderson made a motion to adjourn, seconded by Commissioner Milsap. Motion carried. Chairman Franklin adjourned the meeting at 7:10 p.m.

*Lisa Moen, Village Administrator/Clerk/Deputy Treasurer*

Village of Cambridge  
**Certified Survey Map Application**  
Due 10 days prior to Plan Commission Meeting

Application Date: 12/03/2024  
Property Owner:  
Name: MRKR Properties LLC

Address: 21908 Shearer Rd.  
Davidson, NC 28036

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Tax Key Number: Lot 2 CSM 12628  
CS79/216 + 217

Agenda Date Requested: 12/09/2024  
Owner's Agent:  
Name: Chuck Redjinski

Address: \_\_\_\_\_

Phone Number: 608-663-6006

Fax Number: \_\_\_\_\_

Location: \_\_\_\_\_

Zoning: RI Proposed: RI Subdivision: Matt's Plat to The Village of Cambridge Lots: 1 Proposed: 3

PUD For: \_\_\_\_\_ Special Use For: \_\_\_\_\_ Land Use: SF residential

Variation: \_\_\_\_\_ Land Use Plan: SF residential Proposed: SF residential

Site Gross Area: 1.262 acres # of Units Total: 1 per lot; 3 total 1Br \_\_\_\_\_ 2Br \_\_\_\_\_ 3Br \_\_\_\_\_ 4Br \_\_\_\_\_

Action Requested (check all that apply):

- ☐ Site Plan and Architectural Review / Plan of Operations
- ☐ Conditional Use Permit
- ☐ Rezone
- ☐ Land Use Amendment
- ☐ Preliminary Plat
- ☐ Final Plat
- ☒ Certified Survey Map
- ☐ Project Concept Review
- ☐ Conceptual Land Division
- ☐ Joint Conditional Use & Rezoning
- ☐ Joint Rezoning & Certified Survey Map

Describe in detail the proposal: See attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe in detail the proposal:

The purpose of this proposal is to create 3 single family residential lots as outlined in the attached proposed CSM. The enclosed proposed Declaration of Covenants, Restrictions, and Conditions would be applicable for the 3 single family residential lots in order to ensure visually appealing homes of quality construction by approved builders.

The proposed Declaration of Covenants, Restrictions, and Conditions ensure a harmonious continuation of building on Drumlin Trail in the Village of Cambridge and have been thoughtfully executed to protect the home values of the residents in both adjacent communities, The Vineyards at Cambridge, and Woodhaven.

*\*The lot in reference is presently under contract, status of accepted offer contingent upon approval of division into 3 single-family residential lots. Application is submitted by Aeryn Barry, representing Calen LLC.*

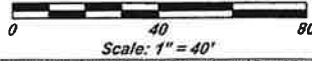
# BIRRENKOTT SURVEYING



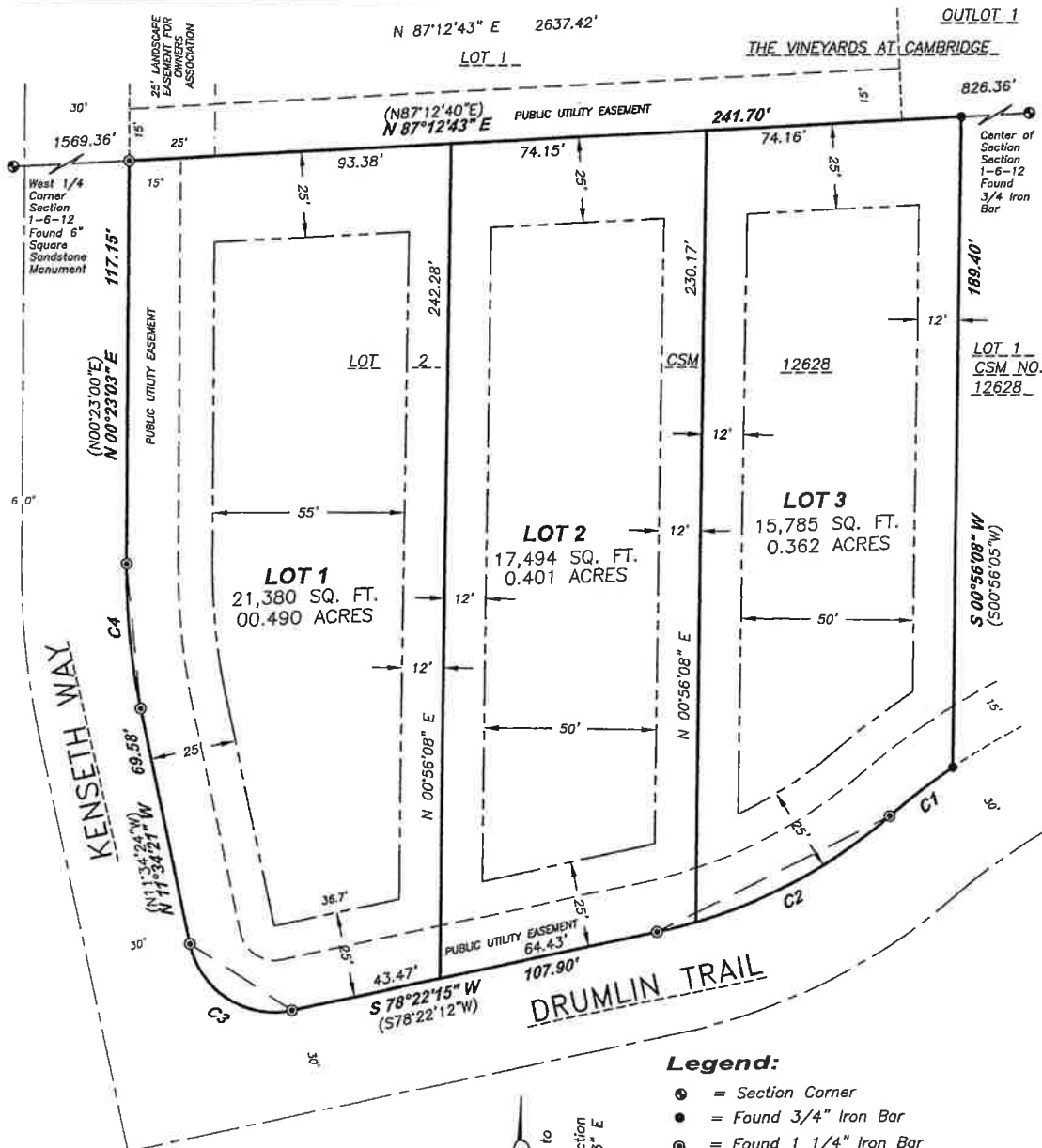
BIRRENKOTT SURVEYING  
1677 N. BRISTOL STREET  
SUN PRAIRIE, WIS. 53590  
608-837-7463  
Fax 608-837-1081

## CERTIFIED SURVEY MAP

Lot 2, Certified Survey Map No. 12628 as recorded in Volume 79 in  
Certified Survey Maps on pages 216-217 as Document No. 4497492  
located in the Northeast 1/4 of the Southwest 1/4 of Section 1, T6N, R12E,  
Village of Cambridge, Dane County, Wisconsin.



| CURVE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE | TANGENT BEARING-IN | TANGENT BEARING-OUT |
|-------|---------|------------|--------------|---------------|-------------|--------------------|---------------------|
| C1    | 210.00' | 23.14'     | 23.13'       | S 52°32'29" W | 6°18'50"    | S 55°41'54" W      | S 49°23'04" W       |
| C2    | 150.00' | 75.99'     | 75.18'       | S 63°56'17" W | 29°01'34"   | N 78°27'04" E      | N 49°25'30" E       |
| C3    | 25.00'  | 39.30'     | 35.38'       | N 56°30'50" W | 90°04'48"   | S 11°28'26" E      | N 78°26'46" E       |
| C4    | 200.00' | 41.91'     | 41.83'       | N 05°33'30" W | 12°00'19"   | S 00°26'40" W      | S 11°33'40" E       |



### Legend:

- = Section Corner
- = Found 3/4" Iron Bar
- ⊙ = Found 1 1/4" Iron Bar
- = 3/4"x24" Iron Bar set  
wt. = 1.50#/ln.ft.

Bearings referenced to  
the North line of  
Southwest 1/4 of Section  
1, bearing N 87°12'43" E

CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_  
DOCUMENT NO. \_\_\_\_\_

**PROPOSED DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS FOR PROPOSED  
LOTS 1-3 CSM APPLICATION OF MATT'S PLAT TO THE VILLAGE OF CAMBRIDGE,  
VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN**

*To be reviewed and finalized by Attorney Vincent Hein at Russell Law, notarized, and recorded upon approval of CSM Application submitted to Village of Cambridge Plan Commission on 12/03/2024*

**ARTICLE 1**

**Definitions**

For purposes of all Articles within these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1. "Developer" shall refer to Calen, LLC, and their successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.
3. Property shall mean and refer to the real estate described as Lots 1-3 in the proposed CSM Application, within the CSM application to Matt's Plat to the Village of Cambridge, Village of Cambridge, Dane County, Wisconsin. The Property does not include Lots other than the lot previously titled Lot 8 in Matt's Plat to the Village of Cambridge.

## ARTICLE 2

### Architectural Control and Protective Covenants and Restrictions

1. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer or the Design Review Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. No buildings or other improvements to any lots shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools. All buildings (other than (i) an in-ground pool accessory building approved under section
2. Homes constructed on lots 1, 2, 3 shall conform to the following architectural requirements, provided however, that exceptions to these requirements may be granted by the Developer, if in their sole discretion the Developer determines that the exception is reasonable and is consistent with the standards in Article 2 of this Declaration:
  - A. The building shall have a minimum roof pitch of not less than 8/12 pitch, side to side, as viewed from any adjoining street and not less than a 6/12 pitch, front to back, as viewed from any adjoining street, except that the 8/12 pitch requirement may be reduced, in the judgment of the Developer or the Committee, in cases in which the house is of a "prairie architecture" or "modern" design.
  - B. Roofs shall receive dimensional architectural shingles. Plumbing, HVAC and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from the street adjoining the front yard.

- C. Building trim shall consist of finished natural wood, cementitious fiber, wood fiber, molded millwork or shall be wood clad in prefinished vinyl or .025 or heavier aluminum, provided it has the same visual effect as natural materials, but nothing herein shall be interpreted to prohibit the use of vinyl siding or aluminum fascia in areas of the home that call for siding or fascia, but this shall not be a substitute for the use of brick or stone where otherwise required.
  - D. Building fascia trim shall be a minimum of 10" in nominal width, but nothing herein shall be interpreted to prohibit the use of vinyl siding or aluminum fascia to meet these requirements, but this shall not be a substitute for the use of brick or stone where otherwise required.
  - E. Trim shall be placed around all exterior doors and windows and shall be a minimum of 4" in nominal width. Trim shall be placed above garage doors and shall be a minimum of 6" in nominal width.
  - F. All chimneys shall be fully enclosed with brick or stone from grade to within 6" of the bottom of the chimney cap. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit, is placed on the rear of the building or is located behind an offset in the building so as not to be visible from the front yard.
  - G. All exterior doors, including garage doors and entrance doors, shall be of a raised panel or carriage style design. Garage doors shall receive windows if oriented towards a street, provided however, that windows shall not be required in garage doors if a substitute for windows in the garage doors is approved in the judgment of the Developer.
  - H. Deck and screened porch posts shall be a nominal 6"x6" and receive cap and base trim, along with an additional trim board at the top of the support deck posts.
3. For each building constructed, erected or placed on any lot, the prime contractor or builder responsible for construction of such building shall be approved in writing by the Developer prior to commencement of construction. The approval of the Developer shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed prime contractor's or builder's experience, financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and in-ground swimming pools, shall be made without the prior written approval of the Developer.
5. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.
6. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Violations of the approved site, grading or landscaping plans shall give the Developer or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property without the approval of the Developer.
7. All lots ( 1, 2, 3) shall be used only for detached single family residential purposes, except that Developer or any bona fide builder may use a residence (which must include a standard garage door) within the Property as a staged model home, which may include the use of model home signage (not to exceed 2'x3' in size) only on the lot where the model home is located.
8. Pets: No more than two (3) domestic animals may be kept on any lot subject to this Declaration. No pit bulls, rottweilers, or their close mixes or wolf hybrids may be kept on any lot. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property.

The following minimum floor area requirements shall apply to all detached single-family residential buildings erected on any lots subject to this Declaration:

- a. No single story building shall have less than 1,500 square feet.
- b. No two-story building shall have less than 1,700 square feet.
- c. No raised ranch, bi-level, or tri-level building shall have less than 1,300 square feet on the main level.

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum floor area requirements may be waived by the Developer, given the proposed architecture and quality of the house is such as to present an attractive appearance, in the judgment of the Developer.

- 9. All detached, single-family residential buildings must have an attached garage, and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls. A 4 stall garage may be permitted provided that it is tandem deep with the garage door of the tandem stall(s) oriented toward the street.
- 10. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction or historically significant structures, which shall be approved by the Developer at their discretion.
- 11. All driveways and alleys must be paved with concrete; asphalt paving is prohibited. However, the Developer may waive this requirement to permit the use of brick pavers, or materials that will have the same appearance and effect as concrete or brick pavers, where appropriate in the opinion of the Developer
- 12. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property,

except that in the case of an in ground swimming pool, a visually suitable accessory building or structure ancillary to such in-ground pool may be approved in writing in advance by the Developer in their sole discretion.

13. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction. It is additionally the responsibility of the lot owner to maintain the landscaping of the apron between the sidewalk and the street.
14. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.
15. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on lots or in the public street with the Property, is prohibited unless such vehicles are kept in garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.
16. All areas of lots are to be kept free from noxious weeds, to the extent permitted by law. All lots, and all buildings and other improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a garden or orchard, provided that all gardens and orchards shall be located in the back yards and shall not exceed 35% of the total area of the lot, exclusive of the footprint of all buildings and the driveway.
17. Construction of all buildings shall be completed within twelve (12) months after issuance of a building permit for the respective building, except that this provision may be waived by Developer. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow.

18. Except to the extent that this prohibition is limited by federal law or regulations, no exterior antennas, satellite dishes, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer including approval of the location, material, height, size and color thereof. Landscaping walls shall be permitted with Developer approval of material and size. Solar panels are permitted on the roof of the home on the rear, not within view of the front of the home. Free standing solar panels are prohibited. NO CHAINLINK, VINYL, PLASTIC OR SHADOWBOX FENCES SHALL BE ALLOWED AT ANYTIME. Fences that will be approved are ornamental metal fences or wrought iron fences, black in color.
19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This section shall not be construed to prevent a garden or orchard, provided that all gardens and orchards shall be located in back yards and do not exceed 35% of the yard area.
20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. No retaining walls, fences, decks, or other similar structures shall encroach upon easement rights granted for the operation and maintenance of Village of Cambridge municipal utilities.
21. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer except for a lawn signs advertising the property located for sale, or signs on a lot where a residence used as a staged model home is located.
22. The following landscaping requirements apply to all lots within the Property (1, 2, 3) :

Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner(s). Required landscape plantings shall be planted within 180 days of occupancy of the residence.

The landscaping plan for each lot shall achieve a minimum of 500 landscaping points as determined by the following point schedule, and 100 points must be made up of Small Deciduous Shrubs, Large Deciduous Shrubs, and/or Perennial Flowering Plants located in the front yard of the home:

Landscaping Element Point Value

|                                                                                   |     |
|-----------------------------------------------------------------------------------|-----|
| Canopy Tree (2"-3" caliper at least 18 inches)                                    | 125 |
| Canopy Tree (3"-4" caliper at least 18 inches)                                    | 150 |
| Canopy Tree (greater than 4" at 18 inches)                                        | 200 |
| Canopy Tree or Small Tree (1"-1-½" caliper<br>at 18 inches, i.e., Crab, Hawthorn) | 100 |
| Evergreen Tree (4 to 6 feet in height)                                            | 100 |
| Large Deciduous Shrub (3-yr. transplant, 36" min.)                                | 20  |
| Small Deciduous Shrub (3-yr. transplant, 18" min.)                                | 10  |

Perennial Flowering Plant

|                                                        |   |
|--------------------------------------------------------|---|
| Decorative Wall permitted by Developer (per face foot) | 5 |
|--------------------------------------------------------|---|

23. Should the Developer so choose, after a period of five (5) years from the date of recording the final Plat or after all of the lots within the Property have been sold, whichever occurs first, the Developer may elect to assign all of the Developer's rights to approve all of the items set forth in this Declaration hereof to a Committee comprised of the owners of Lots 1, 2, 3 in which the Committee is required to abide by the Covenants, Restrictions and Regulations outlined in this document. When a request is made by an owner, 2/3 approval is required.

24. This Declaration may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer, but no provisions this Declaration may be canceled, released, amended or waived without the written consent of the Village of Cambridge.

25. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within sixty (60) days after the same have been submitted to the approving authority in writing, after a complete application for approval is submitted, then such approval shall be deemed granted in such instance. No such time limit shall apply to the Developer.

26. In exercising any authority under this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:
- a. to assure the most appropriate development and improvement of the Property;
  - b. to protect each Owner of a lot against improper uses by other lot owners;
  - c. to preserve the beauty of the Property;
  - d. to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
  - e. to encourage and secure the erection of attractive, adequate sized homes, which are attractive, and conform and harmonize in external design with other structures within the Property, and which are properly located upon the lot in accordance with its topography and finished grade elevation; and
  - f. to provide for high quality improvements which will protect the investments of purchasers of lots.
27. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.
28. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways or stormwater detention areas, the Developer, the Committee, the Village of Cambridge, or any affected lot owner, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable, actual attorney fees and costs, to remedy said violation. The Village of Cambridge shall not be required to take any action hereunder.
29. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or a planting bed within each respective lot. Individual lots within the Property are required to infiltrate the first 1-inch of the runoff created within such lot from its buildings, rooftops and impervious surfaces. The Lot Owner shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater, prior to the installation of landscaping, with the use of appropriate compost where necessary.

# BEHLING LAW OFFICE

MARY H. BEHLING

P.O. Box 15

113 E. MAIN STREET

CAMBRIDGE, WI 53523

PHONE (608) 423-3286

FAX (608) 423-4696

RECEIVED

VILLAGE OF  
CAMBRIDGE

November 27, 2024

Village of Cambridge  
c/o Lisa Moen  
P.O. Box 99  
Cambridge, WI 53523

***Re: Sidewalk Easement Agreement with Oakland Cambridge Presbyterian Church***

Dear Lisa:

Earlier this year, Mark Touhey attended some meetings with the Village Board regarding an easement for the Presbyterian Church across a corner of the Village's property behind the Church. Mark advised me that the Village approved granting an 18' x 18' easement with terms to be agreed upon and asked that I draft a proposed agreement on behalf of the Church. I have done that and the Church has approved the terms so I am now sending the proposed agreement to the Village to review and approve. We believe it is pretty straightforward, but if there are any questions or any revisions are requested or required, please let us know.

Please provide this to the necessary person or the Board for review and comment and we will wait to hear further.

Thank you.

Sincerely,  
**BEHLING LAW OFFICE**



**Mary H. Behling**  
Attorney at Law  
State Bar #01005733

MHB:mmm

Cc: Mark Touhey, Clerk of Session

**SIDEWALK EASEMENT  
AGREEMENT**

Document Number \_\_\_\_\_

**WHEREAS**, The Village of Cambridge, (hereinafter referred to as "the Village") is the owner of the property legally described on Exhibit A attached hereto and incorporated herein as Parcel 1 (hereinafter referred to as "Parcel 1"; and

**WHEREAS**, The Presbyterian Church Society of Oakland and Cambridge is the titled owner of the property adjacent to Parcel 1 located at 313 E. Main St., Cambridge, WI, and legally described on Exhibit A attached hereto and incorporated herein as Parcel 2 (hereinafter referred to as "Parcel 2"); and

**WHEREAS**, The Presbyterian Church of Oakland and Cambridge is the titled owner of a parcel of land to the south of Parcel 2 and also adjacent to Parcel 1 which is currently being used as parking area for said Church and does not have a separate address. Such parcel is legally described on Exhibit A attached hereto and incorporated herein as Parcel 3 (hereinafter referred to as "Parcel 3"); and

Return to:

Behling Law Office  
P.O. Box 15  
Cambridge, WI 53523

See attached Exhibit A.  
Parcel Identification Number (PIN)

**WHEREAS**, The Presbyterian Church Society of Oakland and Cambridge and the Presbyterian Church of Oakland and Cambridge are one and the same entity, now known as the Oakland Cambridge Presbyterian Church, and are, therefore, jointly referred to herein as "the Church"; and

**WHEREAS**, the church building located on Parcel 2 lies approximately 18" from the boundary line between Parcels 1 and 2 does not, therefore, allow sufficient area for care of that area of the building; and

**WHEREAS**, the Church would like the right to access the western side door of the church property over and through the northeastern corner of Parcel 1; and

**WHEREAS**, the Village is willing to grant the Church an easement on, over, and through a part of Parcel 1 for both purposes;

**NOW, THEREFORE**, it is hereby agreed as follows:

In consideration of the mutual promises, covenants, and payments found herein and for other good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Village as the owner of Parcel 1, hereby grants to the Church as the owner of Parcels 2 and 3, and its successors and assigns in title as the owners of said Parcels, an easement and exclusive right-of-way on, over, and through an area approximately 18' by 18' square in the

northeastern corner of Parcel 1 as depicted in yellow on the map attached hereto and incorporated herein as Exhibit B for the purposes described herein below. Such area shall be known as the “Sidewalk Easement Area” herein.

2. The Sidewalk Easement Area may be used by the owner of Parcels 2 and 3, their occupants, tenants, agents, employees, guests, licensees, and invitees, provided they abide by the terms and conditions herein stated.
3. The Sidewalk Easement Area is intended to give the church building sufficient space to be legal for back and side line placement purposes and to allow the owner of Parcel 2 to access the Sidewalk Easement Area for purposes of repairing and maintaining that area of the church building as needed.
4. In addition, the owners of Parcels 2 and 3 shall be entitled to use the Sidewalk Easement Area for any and all pedestrian passage from Parcels 2 and 3 to access the western side of Parcel 2 and particularly the westerly side of the church building. It is anticipated as well that there may be some construction in the western side of Parcel 2 in the future and/or use of the church building in the future that requires delivery vehicles and temporary construction vehicles, and all such vehicles shall be allowed to use the Sidewalk Easement Area to access the western side of Parcel 2 and the church building for future purposes as well, provided such traffic abides by the terms of this agreement. The owners of Parcels 2 and 3 shall be responsible for repairing any damage to the Sidewalk Easement Area caused by such use.
5. The Sidewalk Easement Area is currently grass. The owner of Parcels 2 and 3 shall be entitled to construct an access-way of some material within the Sidewalk Easement Area for purposes of the access rights permitted herein. Such access-way may be wide enough to accommodate the construction vehicles and delivery vehicles noted in paragraph 4 above, or may be smaller, in the discretion of the owners of Parcels 2 and 3. It may be constructed of gravel, concrete, blacktop, or other impermeable material. The owner of Parcels 2 and 3 shall be entirely responsible for constructing such access-way and for maintaining, repairing, and replacing such access-way in a neat manner at all times. If there is any damage to the remainder of the Sidewalk Easement Area caused by such construction, repair, maintenance, or replacement, the owner of Parcels 2 and 3 shall be responsible for repairing such area and restoring it to its pre-damaged condition.
6. The owner of Parcels 2 and 3 shall not make any other improvements, whether temporary or permanent, within the Sidewalk Easement Area without the permission of the owner of Parcel 1 and shall not place any structures or other items in such Area without such permission.
7. The owner of Parcels 2 and 3 shall not plant any additional flowers, bushes, or trees in the Sidewalk Easement Area without the permission of the owner of Lot 1. The owner of Parcels 2 and 3 shall be solely responsible for the care and maintenance of any plantings allowed in the Sidewalk Easement Area.

8. The owner of Parcels 2 and 3 shall be responsible for removing any snow or ice from the access-way as they choose and in their discretion. Nothing herein and no usage of such access-way shall be construed to change the access-way to be treated as or considered as a public sidewalk.
9. The Village shall remain responsible for mowing the grass within the Sidewalk Easement Area as much as possible. The Church agrees to perform any mowing left undone and to care for any plantings in the Area.
10. The owner of Parcels 2 and 3 shall monitor the entire Sidewalk Easement Area to ensure that it is kept in a clean and orderly fashion, free of trash and debris, at all times.
11. The owner of Parcels 2 and 3 agrees to indemnify and hold the owner of Parcel 1 harmless from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and reasonable legal fees, for claims of any character, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Sidewalk Easement Area by the owner of Parcels 2 and 3, their occupants, tenants, agents, employees, guests, licensees, or invitees, except to the extent caused by the gross negligence or misconduct of the owners of Parcel 1 or its occupants, tenants, employees, guests, licensees, or invitees.
12. All of the terms and conditions of this easement, including the benefits and obligations, shall run with and be appurtenant to the parcels of land described above, and shall be binding upon, inure to the benefit of, and be enforceable by the owners of Parcels 1, 2 and 3, and their respective successors and assigns, except as explicitly stated herein. The easement granted herein may not be transferred separately from, or severed from, title to the respective Parcels. Furthermore, the benefits of the easement granted under this Agreement shall not be extended to any properties other than Parcels 2 and 3 without the consent of all owners. However, the Church shall be allowed to contract with other organizations or entities for the use of portions of the Church building and such organizations or entities shall be allowed to use the walk-way access. Such use shall not limit the Church's requirement to hold the Village harmless as stated in paragraph 11, above.
13. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
14. This document represents the entire agreement between the parties and may be amended or terminated only by a future written agreement signed by all owners duly recorded in the office of the Register of Deeds, Dane County, Wisconsin, except as stated in paragraph 15, below.
15. 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 the law.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mark J. Touhey, Clerk of Session of the Oakland  
Cambridge Presbyterian Church

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024 the above-named, **Mark J. Touhey**, being the person duly authorized by the governing body of the Oakland Cambridge Presbyterian Church to sign such Agreement and stating he has the authority to bind the Church to such Agreement, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public/State of Wisconsin  
My commission expires: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Village President

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Village Clerk

STATE OF WISCONSIN       )  
                                          ) ss  
COUNTY OF DANE        )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named, \_\_\_\_\_ and \_\_\_\_\_, acting in said capacity for the Village of Cambridge and known to be the persons who executed the foregoing instrument and acknowledged the same.

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

This document drafted by:  
**BEHLING LAW OFFICE**  
Attorney Mary H. Behling  
State Bar #01005733  
P.O. Box 15  
Cambridge, WI 53523  
608-423-3286

**EXHIBIT A**  
**SIDEWALK EASEMENT AGREEMENT**  
**GRANTOR: VILLAGE OF CAMBRIDGE**  
**GRANTEE: OAKLAND CAMBRIDGE PRESBYTERIAN CHURCH**

**Legal Description:**

**Parcel 1:** Outlot 28 of the Revised and Consolidated Assessor's Plat of the Village of Cambridge, Dane County, Wisconsin.

PIN: 111/0612-121-7238-7

**Parcel 2:** Outlot 27 of the Revised and Consolidated Assessor's Plat of the Village of Cambridge, Dane County, Wisconsin.

PIN: 111/0612-121-7227-0

**Parcel 3:** Outlot 29 of the Revised and Consolidated Assessor's Plat of the Village of Cambridge, Dane County, Wisconsin.

PIN: 111/0612-121-7249-4

Sidewalk Easement Agreement - Village of Cambridge/Oakland Cambridge Presbyterian Church  
Exhibit B - Location of Sidewalk Easement Area

