

VARIANCE FEES

MGO \$50.00
COMM \$490.00
Priority – Double above

PETITION FOR VARIANCE APPLICATION

City of Madison
Building Inspection
Division

215 Martin Luther King Jr. Blvd.
Madison, WI 53703
(608) 266-4568

Amount Paid \$490 HJ 8.5.14

Table with 3 columns: Name of Owner, Project Description, Agent, architect, or engineering firm; Company (if applies), No. & Street; No. & Street, Tenant name (if any), City, State, Zip Code; City, State, Zip Code, Building Address, Phone; Phone, Name of Contact Person; e-mail, e-mail.

1. The rule being petitioned reads as follows: (Cite the specific rule number and language. Also, indicate the nonconforming conditions for your project.) IBC 2009 1104.1 Site Arrival Points: Accessible routes within the site shall be provided from public transportation stops; accessible parking; accessible passenger loading zones; and public streets or sidewalks to the accessible building entrance served.

2. The rule being petitioned cannot be entirely satisfied because: There are no surface parking stalls on the lot for this building. There is parking within the basement including two accessible car stalls, but there is not sufficient headroom in the basement to provide an accessible van stall.

3. The following alternatives and supporting information are proposed as a means of providing an equivalent degree of health, safety, and welfare as addressed by the rule: When originally approved, this project consisted of two condominium buildings on a single site. After the first building and all of the surface parking lots were completed the project went dormant for a number of years. A new owner wishes to construct the second building as an apartment. The lot for the apartment building was subdivided from the original parcel. The new lot contains no surface parking. All of the surface parking for this building is provided on the adjacent lot through a permanent cross access and parking easement. An accessible van stall will be provided and reserved for use by the tenants of this building on the adjacent lot. The van stall is in the same location it was originally designed to be, and with the permanent easement provides the same level of accommodation a code compliant, on-site stall would provide.

Note: Please attach any pictures, plans, or required position statements.

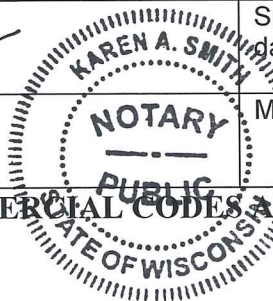
VERIFICATION BY OWNER – PETITION IS VALID ONLY IF NOTARIZED AND ACCOMPANIED BY A REVIEW FEE AND ANY REQUIRED POSITION STATEMENTS.

Note: Petitioner must be the owner of the building. Tenants, agents, contractors, attorneys, etc. may not sign the petition unless a Power of Attorney is submitted with the Petition for Variance Application.

DAUR SCAMER, being duly sworn, I state as petitioner that I have read the foregoing petition, that I believe it to be true, and I have significant ownership rights in the subject building or project.

Table with 2 columns: Signature of owner, Subscribed and sworn to before me this date; Notary public, My commission expires.

NOTE: ONLY VARIANCES FOR COMMERCIAL CODES ARE REQUIRED TO BE NOTARIZED.



APPLICATION INSTRUCTIONS

1. Fill in the owner's information section. It is important to have a complete address and phone number for communication between the applicant and the department.
2. Fill in the project description box. Explain what the building project is. (Basement alteration, second floor alteration, two-story addition, etc.)
3. If there is an agent working for the owner and the agent is a better contact for information regarding the variance, fill in the agent information area.
4. Answer the three questions.
 1. State the code and section number with a summary of what the code says. Also, indicate what the nonconforming conditions for the project are. (example: COMM 21.04 minimum stair width is 36 inches. We will have 34 inches of stair width.)
 2. State why the rule cannot be satisfied. (example: not structurally feasible)
 3. State what will be done to provide an equivalency to the code. These items should be things that relate to the item the variance is being sought for and exceed code requirements.
5. Print the Owner's name on the line indicating to do so.
6. The owner of the property is required to sign where indicated. If the project is for a one or two family home the form is not required to be notarized. If the project is for a commercial building the form is required to be notarized.

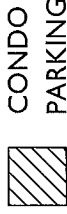
Variance Procedure

1. Fill out the variance form.
2. If the variance is for a commercial building and is not for an accessibility code contact the fire department so they can fill out a fire department position statement.
3. Submit the application and fee to the building inspection department. Also, where applicable, submit the fire department position statement.
4. A field inspector may visit the site to verify existing conditions and the completeness of the application.
5. If there have previously been at least 5 variances for the same item approved, the variance may be approved on precedence. In this case the applicant will not have to attend a meeting of the building board and will be notified by letter that the variance is approved. The letter will be sent within 7 days after the scheduled meeting.
6. In all other cases the variance will be presented to the building board at a monthly meeting. 7 days before the meeting the supervisor will review the variance for approval to be put on the agenda. 5 days before the meeting the secretary will mail out the agenda to the Appeals Board members and to the applicants.
7. When a variance is heard by the board the applicant or agent must attend the meeting to answer questions.
8. The meeting minutes will be mailed within 7 days after the meeting.



knothe bruce
ARCHITECTS

Phone: 7601 University Ave, Ste 201
608.836.3890 Middleton, WI 53562



VARIANCE

PROJECT TITLE

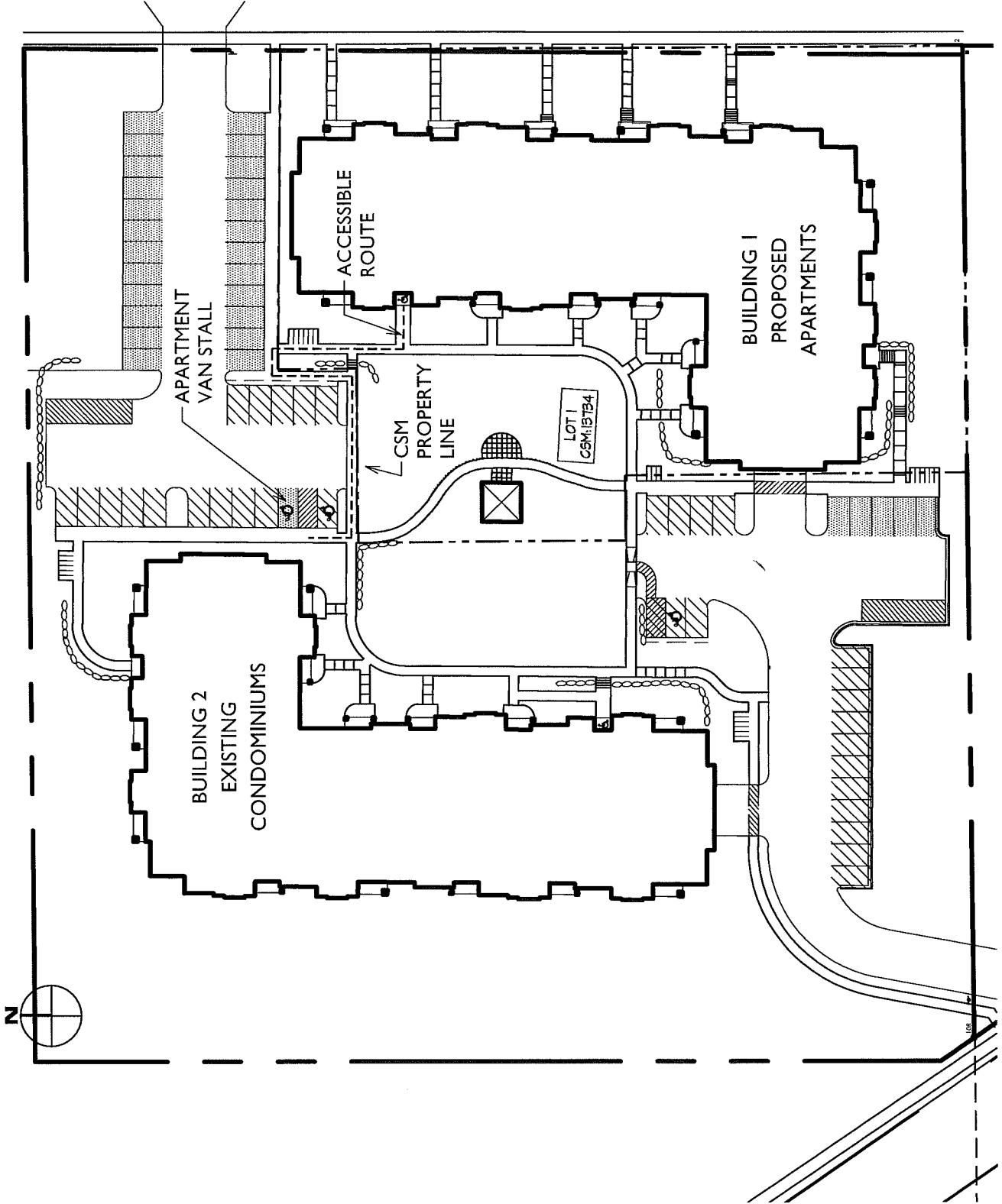
COPPER

CREEK

APARTMENTS

PROJECT NO. 0525

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Amended and Restated Cross Use,
Vehicular and Stormwater Easement
Agreement

This Agreement Amends, Restates and Replaces in its
entirety the Cross Use, Vehicular and Stormwater
Easement Agreement, dated June 13, 2014 and recorded
June 26, 2014 as Document No. 5079852.

Drafted By and Return To:
Angela Black
Whyte Hirschboeck Dudek S.C.
33 East Main Street, Suite 300
Madison, WI 53703-4655

PINs:
251/0608-123-2003-8
251/0608-123-2005-4

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THIS AMENDED AND RESTATED CROSS USE, VEHICULAR AND STORMWATER EASEMENT AGREEMENT (the Agreement) is entered into as of the _____ day of _____, 2014, by Copper Creek Apartments, LLC, a Wisconsin limited liability company ("Copper Creek") and Country Grove Condominiums, Inc. ("Country Grove").

WHEREAS, Country Grove is the association of the owners of all condominium units within that part of Lot 1 CSM 12108 which is subject to the Declaration of Condominium of Country Grove Condominiums recorded on April 16, 2007 as Document No. 4299252 and the Plat thereof recorded as Document No. 4299253, located in the City of Madison, Dane County, Wisconsin ("Condo Property");

WHEREAS, Copper Creek is the owner of Lot 1 of Certified Survey Map No. _____ 13734 recorded _____, June 13, 2014 in the Office of the Dane County Register of Deeds as Document No. _____ 5076494 (the "CSM") ("Copper Creek Property," together with Condo Property, the "Properties" and each generally a "Property");

WHEREAS, Country Grove and Copper Creek desire to grant permanent private easements to one another for cross access and use, and to make agreements for timely and proper maintenance and repair of Common Areas (defined below) between the Properties, including allocation of performance and payment of maintenance and repair costs between the owners of the Properties as more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties grant to one another and agree as follows:

1. DEFINITIONS.

- a) "Common Areas" consist of all existing and future pedestrian sidewalks, paths, trails or accessways, and all other outdoor areas intended for park, congregational or recreational use on the Properties.
- b) "Easements" mean collectively the Cross Use and Access Easement, Stormwater Easement, Vehicular Easement and other rights of use and access as defined and more fully described in this Agreement.
- c) "PUD" refers to the Plans recorded February 27, 2006 at the Dane County Register of Deeds as Document No. 4165366, as may be amended from time to time, which constitute the Planned Unit Development zoning and related requirements applicable to the Properties.
- d) "Stormwater Agreement" means the Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures recorded October 24, 2006 in the Office of the Dane County Register of Deeds as Document No. 4247186, as may be amended from time to time.
- e) "Stormwater Areas" refers to all existing or future stormwater management and infiltration facilities and improvements on the Properties constructed and maintained pursuant to the Stormwater Agreement.
- f) "Users" refer to the parties, their members and all subsequent owners of any portion of the Properties, and their agents, employees, tenants, contractors and invitees of either of the Properties.
- g) "Vehicle Areas" consist of all existing and future vehicular driveways, parking areas and other improvements or features intended for vehicular passage or parking on the Condo Property and reasonably necessary to access the parking stalls allocated to Copper Creek.

2. CROSS USE and ACCESS EASEMENT. Copper Creek and Country Grove each hereby grant to the other, and their respective Users and successors, a non-exclusive, private "Cross Use and Access Easement" for the purpose of access and use of the Common Areas. Subject to any indemnification by the other party for Claims pursuant to Section 7 below, each of Country Grove and Copper Creek shall be responsible, at their sole cost and expense, to maintain and repair the Common Areas on their respective Properties to keep them in good repair and a safe condition, and in accordance with all laws, regulations, ordinances, orders and the PUD (collectively, "Laws"). Use of the Common Areas on each party's Property by the other party and its Users shall be subject to all reasonable rules and regulations adopted by the party from time to time and provided to the other party by written notice so long as such reasonable rules and regulations do not materially reduce or interfere with the rights or materially increase the costs of either party in a manner inconsistent with the intent and purposes under this Agreement.

3. VEHICULAR EASEMENT.

- a) Grant. Country Grove hereby grants to Copper Creek, and its Users and successors (collectively the following are the "Vehicular Easement"): (i) an exclusive private easement in, over and on the 29 non-handicapped

parking stalls and one (1) handicapped stall within the Vehicle Areas as depicted on the attached Exhibit A-(29 stalls), which shall be solely for use and parking by Copper Creek and its Users and successors, and (ii) a non-exclusive, private easement in, over and on the driveway portions of the Vehicle Areas for the purpose of vehicular ingress and egress between the public right-of-way and (A) the 29 non-handicapped parking stalls and one (1) handicapped stall allocated to Copper Creek, and (B) the Copper Creek Property including all buildings and improvements located thereon. The parties acknowledge and agree the balance of the existing parking stalls (31 stalls – 30 non-handicapped and 2 handicapped stalls) in the Vehicle Areas shall be for use solely by Country Grove and its Users and may not be accessed for ingress or egress.

- b) Maintenance & Repairs; Costs. Subject to reimbursement as provided in this section, Country Grove shall perform all maintenance and repairs on and to the Vehicle Areas to keep them in good condition and repair, in a safe condition, in accordance with all applicable Laws, and in a commercially reasonable manner as to minimize disruption to use or access of the Vehicular Areas. In addition, Country Grove shall pay all costs of electricity supplied to light the Vehicle Areas so long as the lighting for all parking areas is billed to and paid by Country Grove (in the event the lighting for the Vehicle Areas becomes separately metered to Country Grove and Copper creek for each of their parking areas, the parties shall amend this Agreement to reflect the cost sharing accordingly). At least once per year, Country Grove shall prepare and submit a budget for maintenance and repairs to be completed under this Agreement to Copper Creek for review and approval. Copper Creek shall have ten (10) days to review and approve the budget, which approval will not be unreasonably withheld, or to provide any reasonable comments on the budget including adding any amount Copper Creek anticipates expending for maintenance and repairs on and to the Stormwater Areas pursuant to Section 4 below. Country Grove shall have an additional five (5) days to review and approve any revisions or additions to the budget by Copper Creek, and thereafter each party shall have five (5) day periods to review revisions and additions by the other party until the budget is approved by both parties (upon approval, the "Budget"). The parties agree to work in good faith to agree upon a Budget at least annually. If either party does not respond to a proposed budget submitted by the other party within the above specified time periods, the Budget shall be deemed approved. Country Grove shall invoice Copper Creek for one-half the cost incurred for maintenance and repairs to the Vehicle Areas and for lighting (so long as all electricity for lighting is paid solely by Country Grove for all Vehicle Areas), and Copper Creek shall pay all undisputed invoices within thirty (30) days of receipt provided, however, that Country Grove shall obtain Copper Creek's prior consent to any item, repair, maintenance or any single contract which will exceed a total cost of two thousand five hundred dollars (\$2,500) and which was not approved as part of the Budget, which consent shall not be unreasonably withheld.
- c) Process for Disputing Invoices. If Copper Creek has a reasonable basis to dispute any invoice submitted by Country Grove for items or amounts which were not included in an approved Budget or were not otherwise approved in

advance by Copper Creek, Copper Creek shall notify Country Grove in writing of the reasons for dispute within ten (10) days of receipt of the invoice but shall pay the undisputed portion of the invoice within the time provided in subsection (b). The parties shall thereafter meet within ten (10) days and shall negotiate in good faith to reach a resolution to the disputed amount. If a resolution cannot be reached, the parties may proceed with any course of action permitted by this Agreement or at law or in equity including, but not limited to, commencing an action to collect the amount claimed to be due plus damages and reasonable attorneys' fees to the prevailing party.

- d) Right to Perform. If Country Grove fails or refuses within a reasonable time following Copper Creek's written notice to perform any maintenance or repair required under this section, Copper Creek may elect (but shall not be required) to cause or perform the required maintenance, repairs or replacements and Country Grove shall pay one-half of costs incurred by Copper Creek to make such maintenance, repairs or replacements within thirty (30) days following receipt of an invoice subject to the process for disputing invoices set forth in subsection (c) above.
- e) Signage. If it becomes necessary for enforcement of parking rights under this Section 3, Copper Creek shall install appropriate signage identifying Copper Creek's parking stalls described in Section 3(a)(i) above at its cost. Any signage desired by Country Grove to identify its parking stalls shall be installed at Country Grove's cost.
- f) Payments Under Private Access Easement. The parties acknowledge a portion of the Vehicle Areas located on the Country Grove Property are accessed through a Private Access Easement recorded on January 13, 2006 as Document No. 4152910 ("Fairhaven Easement"). The Fairhaven Easement requires bi-annual payments to the owner of the lands it runs through. The parties agree that they shall each be responsible for one-half of the required payments. Country Grove shall invoice Copper Creek for its portion of the payments due under the Fairhaven Easement with its invoices submitted pursuant to subsection 3.b above, which shall be prorated per diem for the year 2014, as of the later of (i) the date of this Agreement, or (ii) the date Copper Creek acquires title to the Copper Creek Property.

4. STORMWATER EASEMENT.

- a) Grant. Copper Creek and Country Grove each hereby grant to the other, and their respective Users and successors, a non-exclusive, private "Stormwater Easement" over and across the Stormwater Areas for the purpose of allowing passage and infiltration of stormwater on the Properties and in accordance with the Stormwater Agreement.
- b) Maintenance & Repairs; Costs. Subject to reimbursement as provided in this section, each party shall perform all maintenance and repairs on and to the Stormwater Areas located on its respective Property to keep them in good condition and repair, in a safe condition, in accordance with all applicable Laws and the Stormwater Agreement. Each party shall invoice the other

party for one-half the cost incurred for maintenance and repairs to the Stormwater Areas and the other party shall pay all undisputed invoices within thirty (30) days of receipt provided, however, that a party shall obtain the other party's prior consent to any item, repair, maintenance or any single contract which will exceed a total cost of two thousand five hundred dollars (\$2,500), which consent shall not be unreasonably withheld. If either party has a reasonable basis to dispute any invoice under this Section for items or amounts which were not included in an approved Budget or were not otherwise approved in advance, the parties shall proceed with the dispute resolution process outlined in Section 3(c) above.

- c) If either party fails or refuses within a reasonable time following written notice from the other party to perform any maintenance or repair required under this section, the other party may elect (but shall not be required) to cause or perform the required maintenance, repairs or replacements and the party that failed to perform shall pay one-half of costs incurred by the performing party to make such maintenance, repairs or replacements within thirty (30) days following receipt of an invoice subject to the process for disputing invoices set forth in subsection 3(c) above.

5. RESERVED RIGHTS AND OBLIGATIONS.

- a) Except to the extent expressly set forth in this Agreement, each party shall be solely responsible to maintain and repair the party's respective Property and all associated improvements, to keep the Property in good repair and in a safe condition in accordance with all applicable Laws.
- b) Either Party may elect, from time to time, to construct additional Common Areas and associated improvements within any of the Common Areas located on its respective Property so long as such additional Common Areas or improvements do not interfere with the Easements granted by this Agreement, do not violate the PUD and are ~~in-are-~~constructed in accordance with applicable Laws.
- c) The parties and their successor owners shall have the right to use each of their respective Properties in any way not inconsistent with the Easements provided, however, no party may grant any easement, right-of-way, or other right or license to give any adjacent lands easements or other rights to access or use any Property or grant any such rights to parties other than the parties, their successors or each of their respective Users.
- d) The parties, and their respective Users and successors, shall not do or permit anything to interfere with the use and enjoyment of the Easements granted by this Agreement provided, however, temporary obstructions (a) as may be necessary for the performance of the obligations required under this Agreement, or (b) as may result from either party's exercise of the rights granted under this Agreement, shall be permitted so long as use of the Easements is not completely prevented by such temporary obstruction or the party causing the obstruction provides alternate use or access rights during any total obstruction, if applicable.

- e) Each party and its respective agents and contractors shall have a limited right and license to enter upon any portion of the other party's Property to perform any obligation or exercise any right set forth in this Agreement. Each party shall provide reasonable advance notice to the other of any planned entry (except in cases of emergency, no advance notice shall be required) and shall use reasonable efforts to limit entry in scope to the extent reasonably necessary to perform the specific obligation of this Agreement. In case of emergency, entry by either party, or its agents or contractors, onto either Property may be made immediately.

6. INSURANCE.

- a) Coverage. So long as this Agreement is in effect, each party shall keep and maintain a policy of commercial general liability insurance with respect to that party's and its Users' use and enjoyment of the Easements in the following amounts:
- (i) One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage, on a form equivalent to ISO CG 00 0110 01;
 - (ii) Two Million Dollars (\$2,000,000) general aggregate (on per project basis);
 - (iii) One Million Dollars (\$1,000,000) per person or organization personal and advertising injury; and
 - (iv) Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate.

Each party shall also keep and maintain an umbrella liability policy in the amount of at least Five Million Dollars (\$5,000,000) during the term of this Agreement.

- b) Requirements. Each party shall name the other party (or the other party's successor in ownership) as an additional insured, on a primary basis, for ongoing and completed work using ISO (or equivalent) forms GC 20 10 10 01 and GG 20 37 10 01. In addition, each party's commercial general liability coverage shall include a waiver of subrogation in favor of the other party and its insurer, and coverage for (and deletion of any related policy exclusions) liability arising from (i) premises-operations, (ii) independent contractors, (iii) products-completed operations, (iv) personal and advertising injury, (v) liability assumed under an insured contract, (vi) explosion, (vii) collapse, (viii) underground property damage, or (ix) work performed by subcontractors. Each party shall provide a certificate of insurance evidencing the required insurance upon commencement of this Agreement and at any time thereafter upon request and shall provide a copy of the required insurance policies and any related endorsements at any time upon request. The required insurance limits may be adjusted from time to time by mutual agreement of the parties and as may be consistent with current market trends for similarly situated properties in the vicinity of the Properties.

- c) Compliance. No party shall commit or permit any Users to commit any violation of the covenants or agreements contained in any of the policies comprising the Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of or adversely affect the right of recovery under any Insurance policies, (b) result in reputable insurance companies refusing to provide the insurance required by this Agreement, or (c) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the responsible party pays the increase. If the rate of premium payable with respect to any Insurance is increased because of anything done or kept in or at a Property or the failure of a party or the party's Users to comply with the Insurance requirements, then the particular party shall reimburse the other party for the resulting additional premiums.

7. INDEMNIFICATION. Each party ("Indemnifying Party") shall indemnify and hold the other party and its agents, members, shareholders, directors, officers, employees, successors and assigns (the "Indemnified Parties") harmless from and against any and all loss, cost, claim, liability or expense including, but not limited to, reasonable attorneys' fees (collectively, "Claims"), to the extent arising from or related to or caused by the negligence or willful misconduct of the Indemnifying Party or its Users or the Indemnifying Party's default under this Agreement following applicable notice and cure periods.

8. DEFAULT AND REMEDIES

- a) Default and Enforcement. If either party fails or neglects to perform any obligations or pay any of the amounts required by this Agreement, the other party shall deliver written notice demanding compliance or payment. If the defaulting party fails to comply or pay within thirty (30) days of receiving the notice, the other party shall have the right to enforce this Agreement by proceedings at law or in equity, and shall be entitled to damages, injunctive relief or any other remedy available at law or in equity. If a lawsuit or other cause of action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses in bringing or defending against the lawsuit or action, including reasonable attorney's fees, from the non-prevailing party. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.
- b) Right to Cure. In addition to any other remedies provided in this Agreement, if any party or User fails to comply with any applicable provisions of this Agreement within thirty (30) days following written notice from a party, the noticing party shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the noticing party deems necessary or appropriate to cure the violation and costs and expenses incurred by such party shall be reimbursed by the other party.

9. RUNNING WITH THE LAND. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, are perpetual and

shall run with the land and shall be binding upon and inure to the benefit of Properties and be enforceable by the parties, and their respective successors and assigns in ownership of the Properties. The Easements are solely for the benefit of the Properties and shall not benefit any other lands other than the Properties. Country Grove and Copper Creek, for themselves and their respective successors and assigns in ownership agree to be bound by all of the covenants and agreements set forth in this Agreement. The parties, and any successor or assign in ownership of either of them shall cease to have any liability under this Agreement arising after they no longer have a fee simple ownership interest in either of the Properties.

10. NO PUBLIC DEDICATION. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public purpose whatsoever.

11. LIMITATIONS ON USE. The rights granted by the Easements shall be limited to use for residential purposes and the Easements shall remain private and shall serve only the Properties.

12. NON-INTERFERENCE. The Property owners shall not do anything which would in any way interfere with the Easements.

13. NON-USE. Non-use or limited use of the Easements shall not prevent the benefiting party from later use of the same to the fullest extent authorized herein.

14. SEVERABILITY. If any portion or provision of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Agreement shall be valid, and enforced, to the fullest extent permitted by law.

15. WAIVERS. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. No delay or omission in exercising any right or power accruing upon any default, non-compliance or failure of performance under this Agreement shall be construed to be a waiver thereof. A waiver of any obligation under this Agreement shall be in writing by the waiving party and shall not be construed to be a waiver of any subsequent breach or a breach of any other terms, covenants or conditions of this Agreement.

16. CAPTIONS. The captions and section headings in this Agreement are intended for convenience only and in no way define or limit the scope or intent of the various provisions hereof.

17. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

18. ENTIRE AGREEMENT; AMENDMENT. This Agreement and the Easements may not be terminated, amended or changed except by a written document executed and acknowledged by all of the then-current owners of the Properties and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

19. NOTICES. All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested to such party at such party's last known address. If a party's address is not known to the party desiring to send a notice, the

address to which property tax bills for the property owned by such party are sent may be used. Any party may change its address for notice by written notice to all other parties.

20. AUTHORITY. The person signing below on behalf of Country Grove acknowledges the Board of Directors of Country Grove has taken action pursuant to Section 703.15 of the Wisconsin Statutes approving this Agreement, as set forth in the Board Resolutions and related documents of the Board of Directors of Country Grove attached hereto as **Exhibit B**. The person signing below on behalf of Copper Creek represents and warrants that he/she has the full power and authority to execute into this Agreement on behalf of Copper Creek, and that no other authorizations or consents are necessary to bind such party to the terms hereof.

20:21. This Agreement Amends, Restates, and Replaces in its entirety the Cross Use, Vehicular and Stormwater Easement Agreement, dated June 13, 2014 and recorded June 26, 2014 as Document No. 5079852, and the foregoing document shall no longer encumber title to the Properties.

[signatures on following page]

This Agreement is made and entered into effective as of the date of last signature.

Country Grove Condominiums, Inc.

Copper Creek Apartments, LLC

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

On _____, 2014, before me personally appeared

, as the

of Country Grove

Condominiums, Inc. who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same as the free and voluntary act of such party, in the stated capacity, and for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Print or type name of Notary)
Notary Public, State of Wisconsin
My commission (is permanent) (expires: _____.)

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

On _____, 2014, before me personally appeared

, as the

of Copper Creek

Apartments, LLC who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same as the free and voluntary act of such party, in the stated capacity, and for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Print or type name of Notary)
Notary Public, State of Wisconsin
My commission (is permanent) (expires: _____.)



EXHIBIT A

PARKING ALLOCATION WITHIN VEHICLE AREAS

EXHIBIT B