

URBAN DESIGN COMMISSION APPLICATION

UDC

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635



FOR OFFICE USE ONLY:

Date Received _____ Initial Submittal
Paid _____ Revised Submittal

Complete all sections of this application, including the desired meeting date and the action requested. If your project requires both UDC and Land Use application submittals, a completed [Land Use Application](#) and accompanying submittal materials are also required to be submitted.

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

1. Project Information

Address (list all addresses on the project site): 6302 Driscoll Drive (lot1)
Title: Driscoll Drive Duplexes

2. Application Type (check all that apply) and Requested Date

UDC meeting date requested ASAP--Informational for Design and Amendment to existing PUD
New development ☐ Alteration to an existing or previously-approved development ☐
Informational ☐ Initial Approval ☐ Final Approval ☐

3. Project Type

Project in an Urban Design District
Project in the Downtown Core District (DC), Urban Mixed-Use District (UMX), or Mixed-Use Center District (MXC)
Project in the Suburban Employment Center District (SEC), Campus Institutional District (CI), or Employment Campus District (EC)
☐ Planned Development (PD)
General Development Plan (GDP)
Specific Implementation Plan (SIP)
Planned Multi-Use Site or Residential Building Complex

Signage

Comprehensive Design Review (CDR)
Modifications of Height, Area, and Setback
Sign Exceptions as noted in [Sec. 31.043\(3\)](#), MGO

Other

Please specify _____

4. Applicant, Agent, and Property Owner Information

Applicant name	<u>Jeff Groenier</u>	Company	<u>Concepts in Architecture, LLC</u>
Street address	<u>W125 Amidon Road</u>	City/State/Zip	<u>Brooklyn, WI 53521</u>
Telephone	<u>608-698-3196</u>	Email	<u>[REDACTED]</u>
Project contact person	<u>same as Applicant and Owner</u>	Company	_____
Street address	_____	City/State/Zip	_____
Telephone	_____	Email	_____
Property owner (if not applicant)	<u>Jeff Riegert- OWNER, Contractor, Developer</u>		
Street address	<u>3363 Peterson Rd</u>	City/State/Zip	<u>McFarland, WI 53558</u>
Telephone	<u>608-575-3969</u>	Email	<u>[REDACTED]</u>

URBAN DESIGN COMMISSION APPROVAL PROCESS



Introduction

The City of Madison's Urban Design Commission (UDC) has been created to:

- Encourage and promote high quality in the design of new buildings, developments, remodeling, and additions so as to maintain and improve the established standards of property values within the City.
- Foster civic pride in the beauty and nobler assets of the City, and in all other ways possible assure a functionally efficient and visually attractive City in the future.

Types of Approvals

There are three types of requests considered by the UDC:

- **Informational Presentation.** A request for an Informational Presentation to the UDC may be requested prior to seeking any approvals to obtain early feedback and direction before undertaking detailed design efforts. Applicants should provide details on the context of the site, design concept, site and building plans, and other relevant information to help the UDC understand the proposal and provide feedback. (Does not apply to CDR's or Signage Modification requests)
- **Initial Approval.** Applicants may, at their discretion, request Initial Approval of a proposal by presenting preliminary design information. As part of their review, the Commission will provide feedback on the design information that should be addressed at Final Approval stage.
- **Final Approval.** Applicants may request Final Approval of a proposal by presenting all final project details. Recommendations or concerns expressed by the UDC in the Initial Approval must be addressed at this time.

Presentations to the Commission

The Urban Design Commission meets virtually via Zoom, typically on the second and fourth Wednesdays of each month at 4:30 p.m. Applicant presentations are strongly encouraged, although not required. Prior to the meeting, each individual speaker is required to complete an online registration form to speak at the meeting. A link to complete the online registration will be provided by staff prior to the meeting. Please note that individual presentations will be limited to a **maximum of three (3) minutes**. The pooling of time may be utilized to provide one speaker more time to present, however the additional time will be based on the number of registrants from the applicant team, i.e. two (2) applicant registrants = six (6) minutes for one (1) speaker.

Primarily, the UDC is interested in the appearance and design quality of projects. Emphasis should be given to the site plan, landscape plan, lighting plan, building elevations, exterior building materials, color scheme, and graphics. Please note that presentation slides, in a PDF file format, are required to be submitted **the Friday before** the UDC meeting.

URBAN DESIGN DEVELOPMENT PLANS CHECKLIST

The items listed below are minimum application requirements for the type of approval indicated. Please note that the UDC and, or staff may require additional information in order to have a complete understanding of the project.

1. Informational Presentation *is requested -*

- ☒ Locator Map
- ☒ Letter of Intent (If the project is within an Urban Design District, a summary of how the development proposal addresses the district criteria is required)
- ☒ Contextual site information, including photographs and layout of adjacent buildings/structures
- ☒ Site Plan & 3 dimensional 3D
- ☒ Two-dimensional (2D) images of proposed buildings or structures.

Providing additional information beyond these minimums may generate a greater level of feedback from the Commission.

Requirements for All Plan Sheets

1. Title block
2. Sheet number
3. North arrow
4. Scale, both written and graphic
5. Date
6. Fully dimensioned plans, scaled at 1"= 40' or larger

**** All plans must be legible, including the full-sized landscape and lighting plans (if required)**

2. Initial Approval

- ☐ Locator Map
- ☐ Letter of Intent (If the project is within a Urban Design District, a summary of how the development proposal addresses the district criteria is required)
- ☐ Contextual site information, including photographs and layout of adjacent buildings/structures
- ☐ Site Plan showing location of existing and proposed buildings, walks, drives, bike lanes, bike parking, and existing trees over 18" diameter
- ☐ Landscape Plan and Plant List (*must be legible*)
- ☐ Building Elevations in **both** black & white and color for all building sides, including material and color callouts
- ☐ PD text and Letter of Intent (if applicable)

Providing additional information beyond these minimums may generate a greater level of feedback from the Commission.

3. Final Approval

All the requirements of the Initial Approval (see above), **plus**:

- ☐ Grading Plan
- ☐ Lighting Plan, including fixture cut sheets and photometrics plan (must be legible)
- ☐ Utility/HVAC equipment location and screening details (with a rooftop plan if roof-mounted)
- ☐ Site Plan showing site amenities, fencing, trash, bike parking, etc. (if applicable)
- ☐ PD text and Letter of Intent (if applicable)
- ☐ Samples of the exterior building materials
- ☐ Proposed sign areas and types (if applicable)

4. Signage Approval (*Comprehensive Design Review (CDR), Sign Modifications, and Sign Exceptions (per [Sec. 31.043\(3\)](#))*)

- ☐ Locator Map
- ☐ Letter of Intent (a summary of how the proposed signage is consistent with the CDR or Signage Modifications criteria is required)
- ☐ Contextual site information, including photographs of existing signage both on site and within proximity to the project site
- ☐ Site Plan showing the location of existing signage and proposed signage, dimensioned signage setbacks, sidewalks driveways, and right-of-ways
- ☐ Proposed signage graphics (fully dimensioned, scaled drawings, including materials and colors, and night view)
- ☐ Perspective renderings (emphasis on pedestrian/automobile scale viewsheds)
- ☐ Illustration of the proposed signage that meets [Ch. 31, MGO](#) compared to what is being requested

5. Required Submittal Materials

Application Form

- A completed application form is required for each UDC appearance. For projects also requiring Plan Commission approval applicants must also have submitted an accepted application for Plan Commission consideration prior to obtaining any formal action (Initial or Final Approval) from the UDC.

Letter of Intent

- If the project is within an Urban Design District, a summary of how the development proposal addresses the district criteria is required.
- For signage applications, a summary of how the proposed signage is consistent with the applicable Comprehensive Design Review (CDR) or Signage Modification review criteria is required.

Development Plans (Refer to checklist on Page 4 for plan details)

Filing Fee (Refer to Section 7 (below) for a list of application fees by request type)

Electronic Submittal

- Complete electronic submittals must be received prior to the application deadline before an application will be scheduled for a UDC meeting. Late materials will not be accepted. All plans must be legible and scalable when reduced. Individual PDF files of each item submitted should be submitted via email to UDApplications@cityofmadison.com. The email must include the project address, project name, and applicant name.
- Email Size Limits. Note that an individual email cannot exceed 20MB and it is the responsibility of the applicant to present file in a manner that can be accepted. Applicants who are unable to provide the materials electronically should contact the Planning Division at (608) 266-4635 for assistance.

Notification to the District Alder

- Please provide an email to the District Alder notifying them that you are filing this UDC application. Please send this as early in the process as possible and provide a copy of that email with the submitted application.

6. Applicant Declarations

- Prior to submitting this application, the applicant is required to discuss the proposed project with Urban Design Commission staff. This application was discussed with Jacob Moskowitz - Zoning - who conferred with Tim Parks requiring PUD resubmittal on Jan 2025
- The applicant attests that all required materials are included in this submittal and understands that if any required information is not provided by the application deadline, the application will not be placed on an Urban Design Commission agenda for consideration.

Name of applicant Jeff RiegertRelationship to property OWNER

Authorizing signature of property owner

Date 2/26/25

7. Application Filing Fees

Fee payments are due by the submittal date. Payments received after the submittal deadline may result in the submittal being scheduled for the next application review cycle. Fees may be paid in-person, via US Mail, or City drop box. If mailed, please mail to *City of Madison Building Inspection, P.O. Box 2984, Madison, WI 53701-2984*. The City's drop box is located outside the Municipal Building at 215 Martin Luther King, Jr. Blvd. on the E Doty Street side of the building. Please make checks payable to *City Treasurer* and include a completed application form or cover letter indicating the project location and applicant information with all checks mailed or submitted via the City's drop box.

Please consult the schedule below for the appropriate fee for your request:

Urban Design Districts: \$350 (per [§33.24\(6\) MGO](#)).

Minor Alteration in the Downtown Core District (DC) or Urban Mixed-Use District (UMX): \$150 (per [§33.24\(5\)\(b\) MGO](#))

Comprehensive Design Review: \$500 (per [§31.041\(3\)\(b\)\(1\)\(i\) MGO](#))

Minor Alteration to a Comprehensive Sign Plan: \$100 (per [§31.041\(3\)\(b\)\(1\)\(i\) MGO](#))

All other sign requests to the Urban Design Commission, including, but not limited to: appeals from the decisions of the Zoning Administrator, requests for Sign Modifications (of height, area, and setback), and additional sign code

A filing fee is not required for the following project applications if part of the combined application process involving both Urban Design Commission and Plan Commission:

- Project in the Downtown Core District (DC), Urban Mixed-Use District (UMX), or Mixed-Use Center District (MXC)
- Project in the Suburban Employment Center District (SEC), Campus Institutional District (CI), or Employment Campus District (EC)
- Planned Development (PD): General Development Plan (GDP) and/or Specific Implementation Plan (SIP)

Letter of Intent

2020

This Proposed Project is submitted as an amendment to the **"Approved"** 2021 PUD for the Driscoll Drive MultiFamily Project located on lot 1 Driscoll Drive. This NEW Proposed design, according to Tim Parks, has significant changes which will require an amendment to the current approved PUD. This Vacant Land area was approved by the City for a 4 UNIT Residential Building that was never built.

This original approved 4 unit Building has many design shortcomings. This Design is now not acceptable to this development team, as it is one large "block" 4 Unit Structure, only 1 car garages, not designed to fit the slope of the land or the scale of the single family homes in the area.

The new proposed Residential Structures are 2 duplex buildings offering 3 side exterior glass and exposure, 2 car garages, 3 bedrooms and private home exterior entries. The 2 level small scale buildings offer gracious side yards, and are more consistent the scale of the existing Neighborhood and the slope of the existing land.

The exterior materials are of high quality including use of LP Smart siding and Brick accents to match the existing Buildings.

The current development team has had 1 meeting with City Zoning. It is the desire of the development team to receive UDC input prior to final PUD amendment submittal to the City Spring or early Summer 2026.

Submitted by Jeff Groenier Architect



6216 Driscoll Drive



6186 Driscoll Drive



6216 Driscoll Drive



6310 Driscoll Drive

Jeffery Groenier, Architect
W125 Amidon Road
Brooklyn, WI 53521
608-698-3196
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In
Architecture, LLC

Proposed for: Jeff Riebert
Address: 3363 Peterson Road
McFarland, WI 53558
608-575-3969

Project: Lot 1
Address: Madison, WI
Sheet Title: Neighbor Properties

Date: 05-21-2005
Scale: As Noted
Job #: 05-01

4/15/24, 8:18 AM

Google Maps

Google Maps

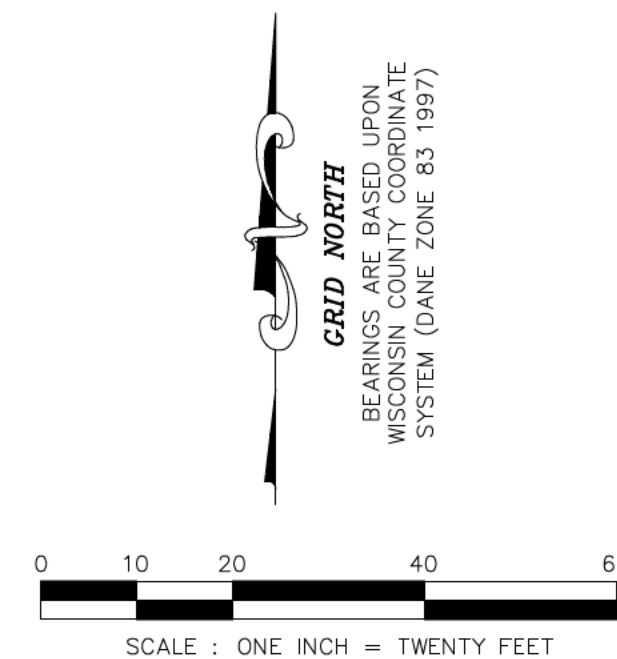
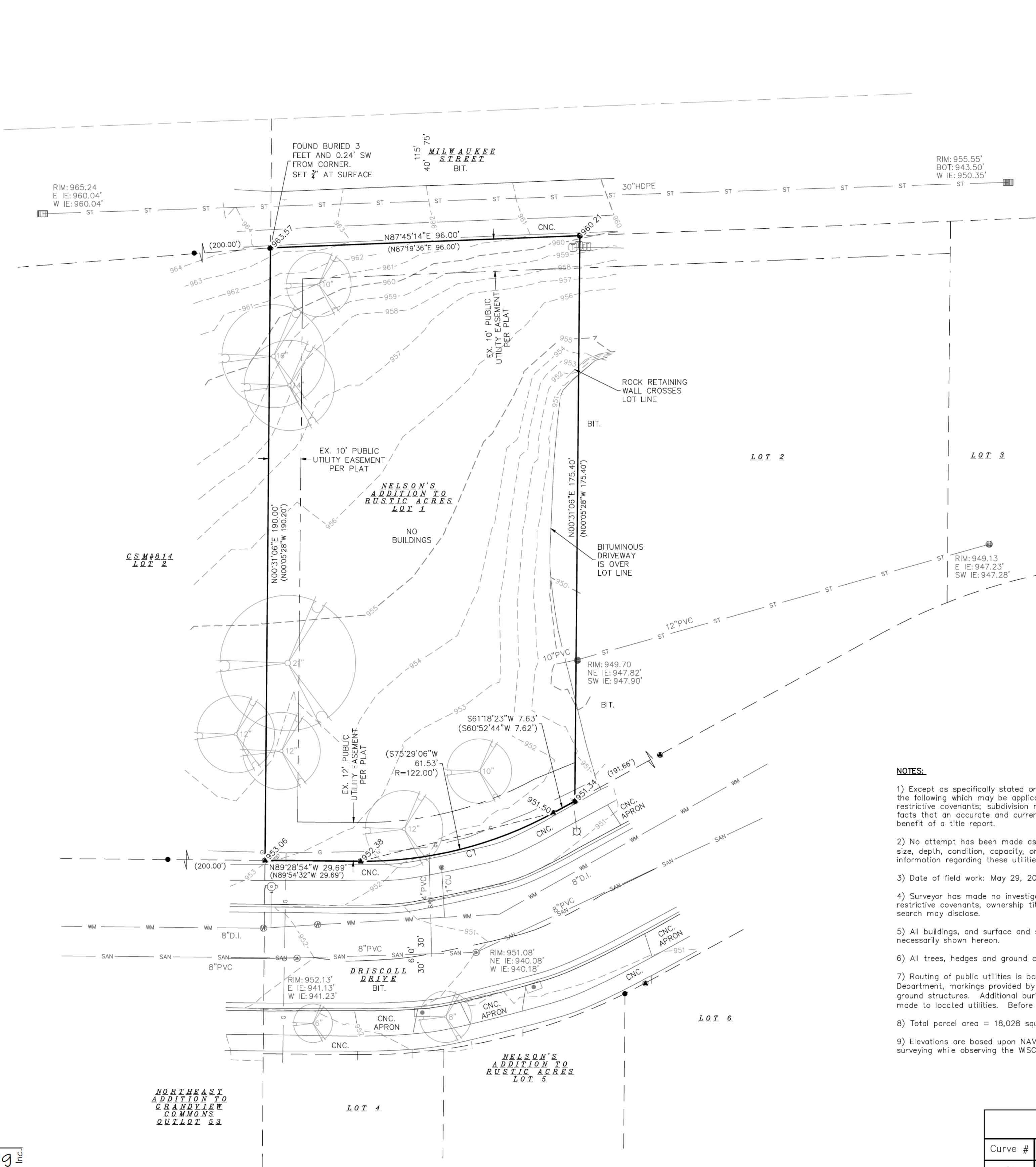


Imagery ©2024 Maxar Technologies, Map data ©2024 20 ft

SINGLE FAMILY HOMES across Street

BOUNDARY AND TOPOGRAPHIC SURVEY

LOT 1, NELSON'S ADDITION TO RUSTIC ACRES, AS RECORDED IN VOLUME 58-084A OF PLATS, ON PAGE 429, AS DOCUMENT NUMBER 4093717, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 02, TOWNSHIP 07 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



LEGEND	
● 3/4" SOLID IRON ROD FOUND	AC AIR CONDITIONER
○ 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.	TV PEDESTAL
● 1-1/4" SOLID IRON ROD FOUND	ELECTRIC PEDESTAL
× 851.2 SPOT ELEVATION	UTILITY POLE
— OH — OVERHEAD UTILITY WIRE	LIGHT POLE
— G — BURIED GAS LINE	GROUND LIGHT
— WM — WATER MAIN	TELEPHONE PEDESTAL
— SAN — SANITARY SEWER	FIRE HYDRANT
— ST — STORM SEWER	SIGN
— UT — BURIED TELEPHONE	GUY WIRE
— UE — BURIED ELECTRIC	MAILBOX
— UTV — BURIED CABLE ACCESS TELEVISION LINE	BOLLARD
— FO — BURIED FIBER OPTIC	STORM SEWER INLET
⊙ WATER VALVE	ELECTRIC MANHOLE
⊙ GAS VALVE	TELEPHONE MANHOLE
⊙ GAS METER	STORM SEWER MANHOLE
⊙ DECIDUOUS TREE (DBH IN INCHES)	ROUND CATCH BASIN
⊙ CONIFEROUS TREE (DBH IN INCHES)	STORM SEWER STRUCTURE
	SANITARY SEWER MANHOLE
	BIT. BITUMINOUS PAVEMENT
	CNC. CONCRETE PAVEMENT
	() INDICATES RECORDED AS
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.	

NOTES:

- Except as specifically stated or shown on this map, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations; and any other facts that an accurate and current title search may disclose. Survey was performed without the benefit of a title report.
- No attempt has been made as a part of this survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies.
- Date of field work: May 29, 2024.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- All buildings, and surface and subsurface improvements on and adjacent to the site are not necessarily shown hereon.
- All trees, hedges and ground cover on the site may not necessarily be shown hereon.
- Routing of public utilities is based upon drawings obtained from the City of Madison Engineering Department, markings provided by Digger's Hotline Ticket Number 20241815318 and visible above ground structures. Additional buried utilities/structures may be encountered. No excavations were made to located utilities. Before excavations are performed contact Digger's Hotline.
- Total parcel area = 18,028 square feet
- Elevations are based upon NAVD88 datum. Elevations are transferred to the site utilizing RTK GPS surveying while observing the WISCORS Network. WI GEOID 12B

DESCRIPTION FURNISHED:

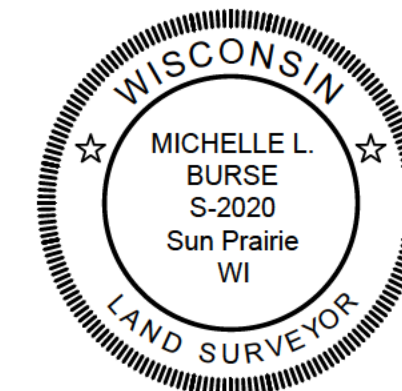
Lot 1, Nelson's Addition to Rustic Acres, City of Madison, Dane County Registry, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that the foregoing survey was executed under my direction and control, and that said survey meets the minimum standards for property surveys of the Wisconsin Administrative Code (A-E7), and the map hereon is correct to the best of my knowledge and belief.

Dated this _____ day of _____, 202__.

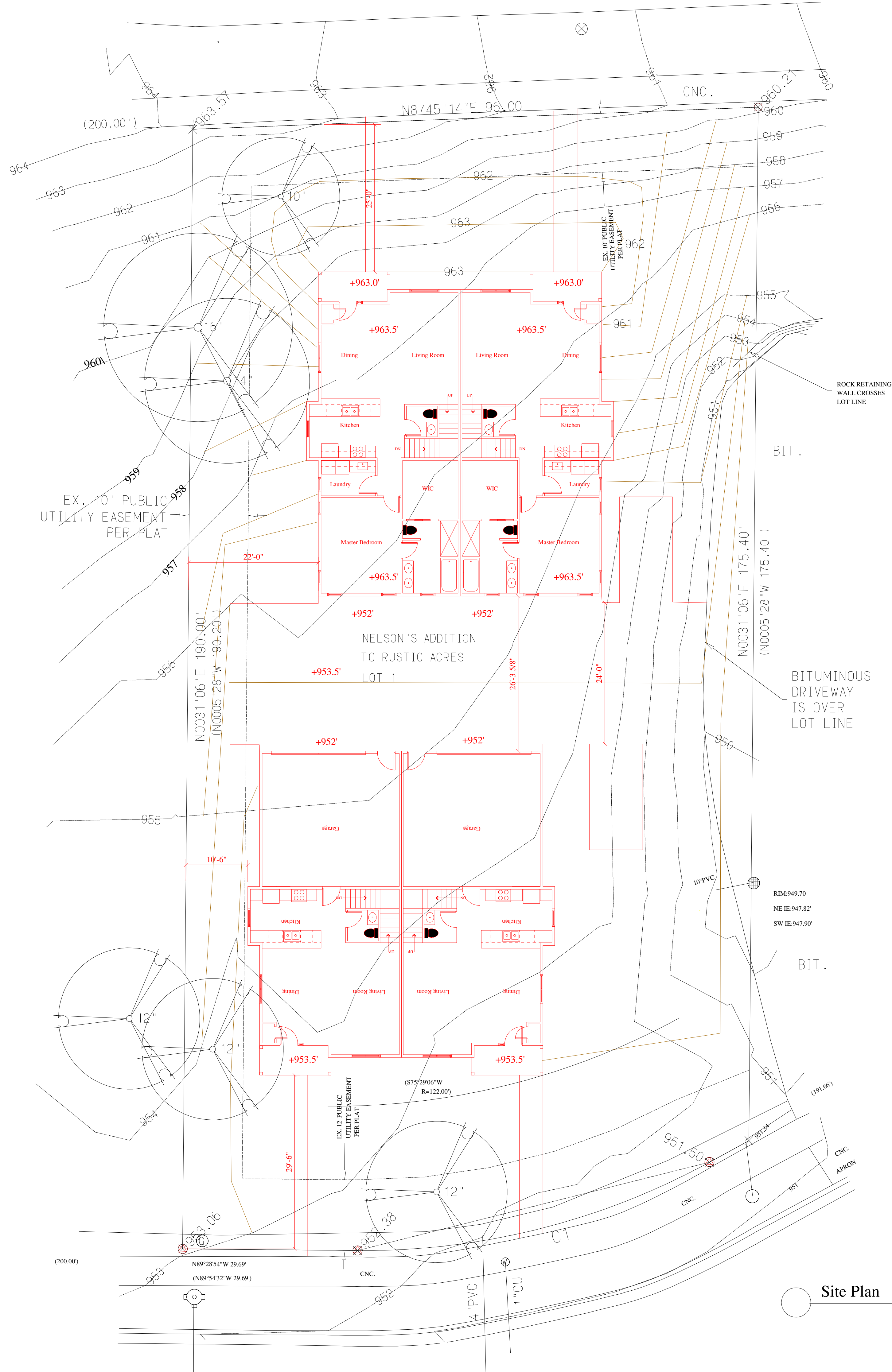
Signed: Michelle L. Burse, P.L.S. No. 2020



SURVEYED FOR :
Riegert Builders, Inc.
SURVEYED BY :
Burse
surveying & engineering
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com
Date: June 06, 2024
Plot View: TOPO
\\BSE2906\\dwg\\Survey\\BSE2906 Survey v2020.dwg

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	62.20	122.00	29.21	N75° 54' 44"E	61.53





Site Plan

Scale 1"=10'-0"

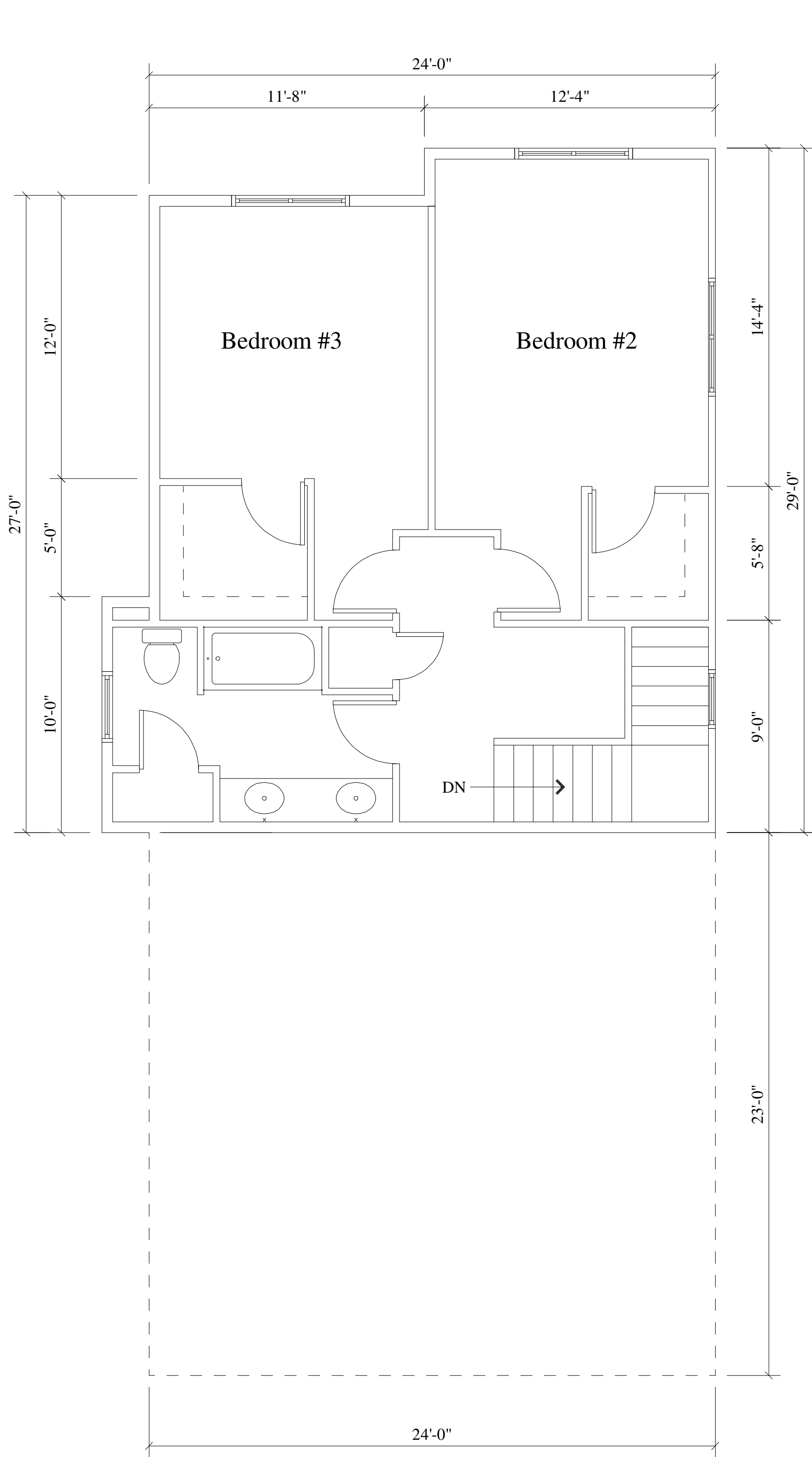
Project: Driscoll Drive
Address: Madison, WI
Sheet Title: Floor Plans

Proposed for: Jeff Riegert
Address: 3363 Peterson Road
McFarland, WI 53558
608-575-3969

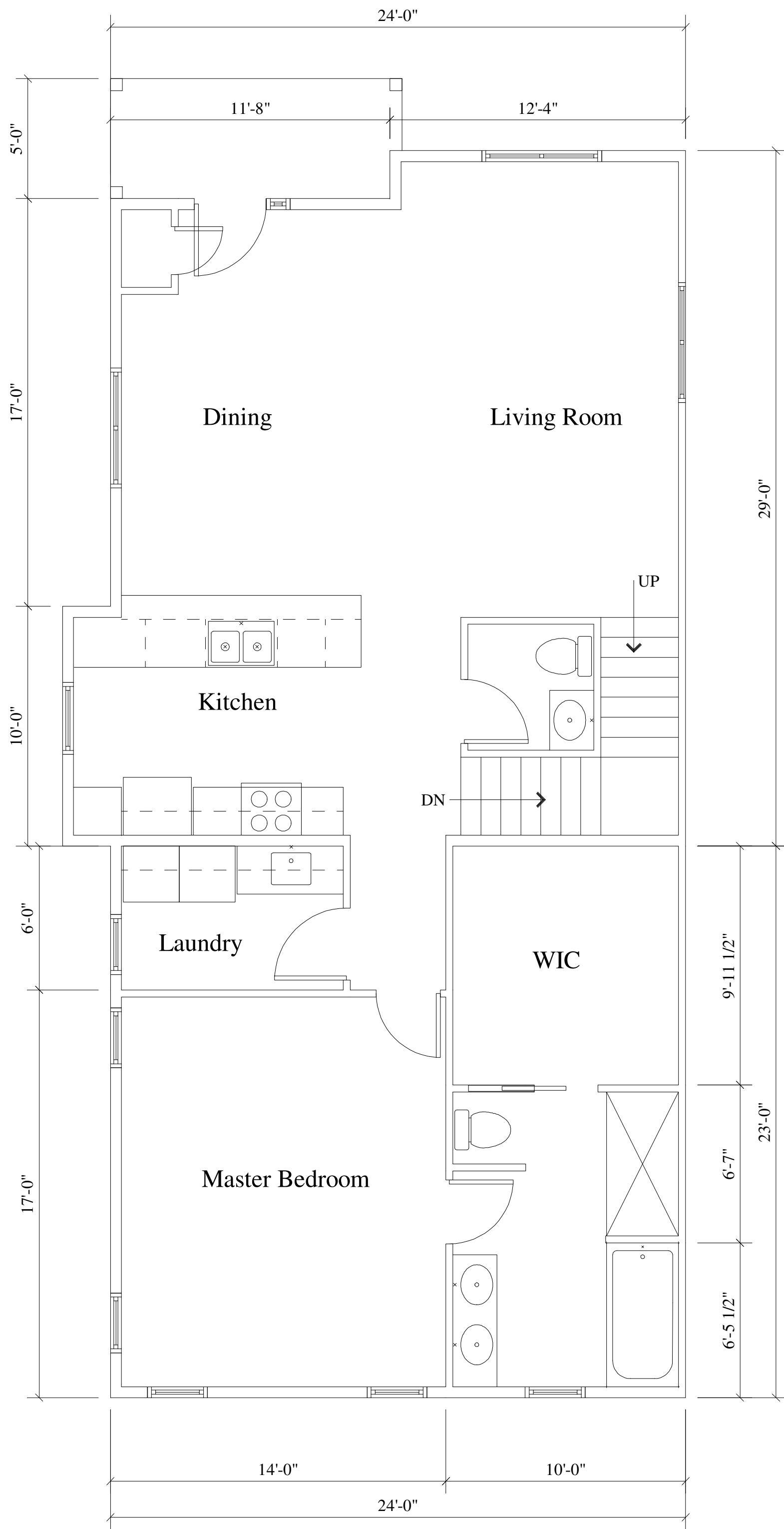
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Jeffery Groenier, Architect
W125 Amidon Road
Brooklyn, WI 53521
608-698-3196
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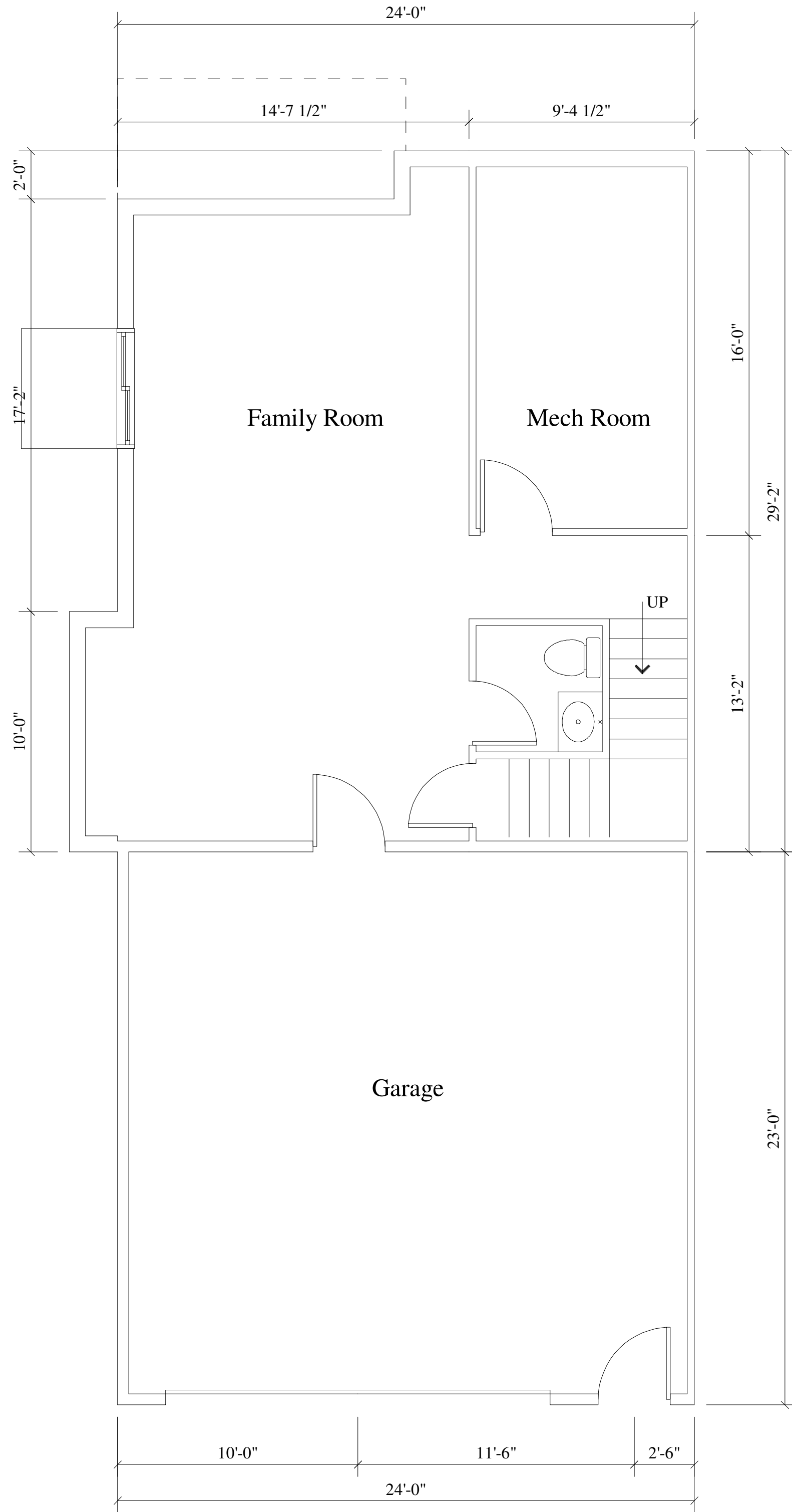
Date: 06-08-2026
Scale: As Noted
Job #: 05-01



Second Floor Plan



First Floor Plan



Lower Level Plan

Project: Milwaukee Street
Address: Madison, WI

Sheet Title: Floor Plans

Proposed for: Jeff Riegert

Address: 3363 Peterson Road
McFarland, WI 53558
608-575-3969

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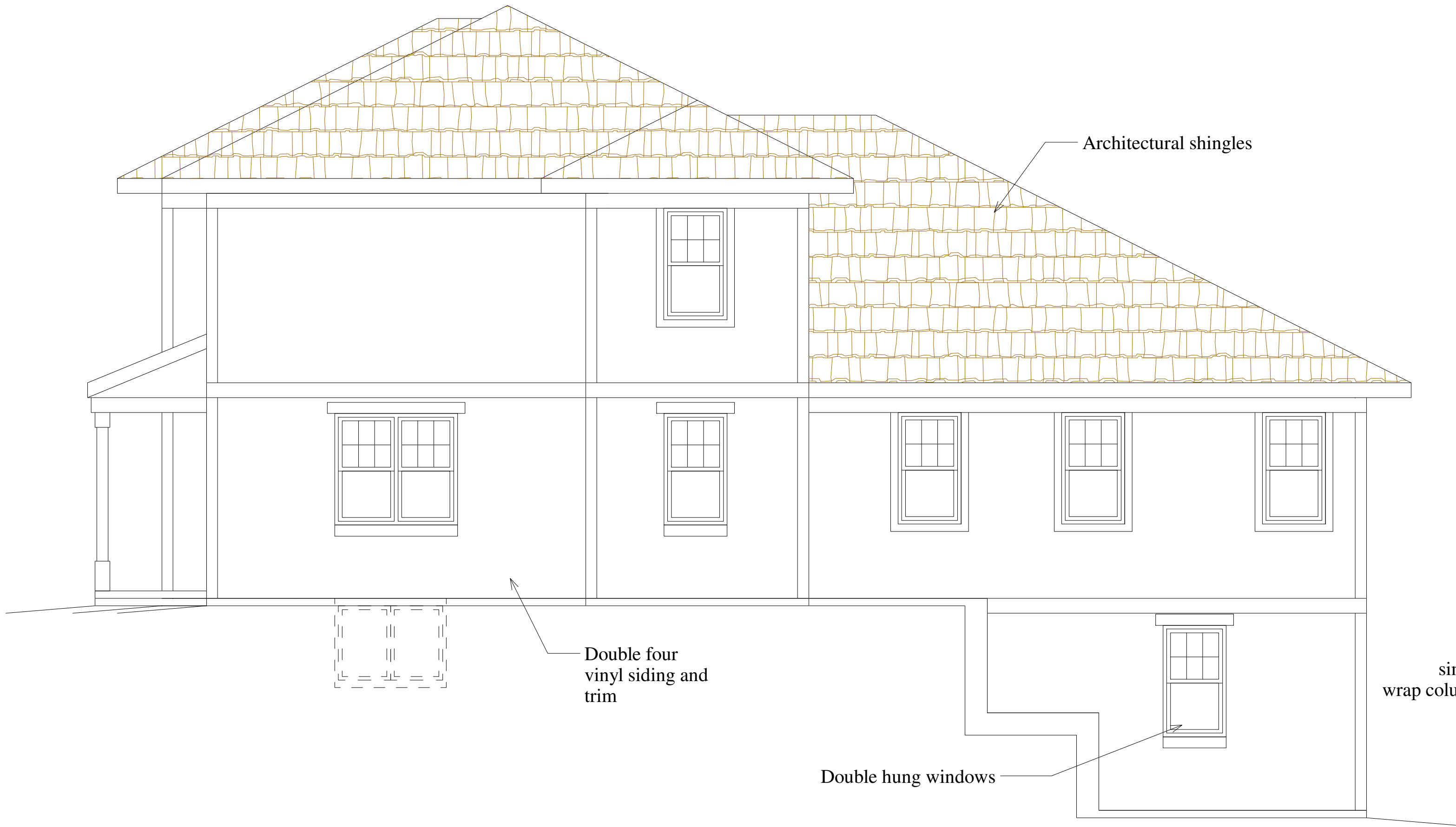
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Scale: As Noted

Job #: 05-01

SHEET

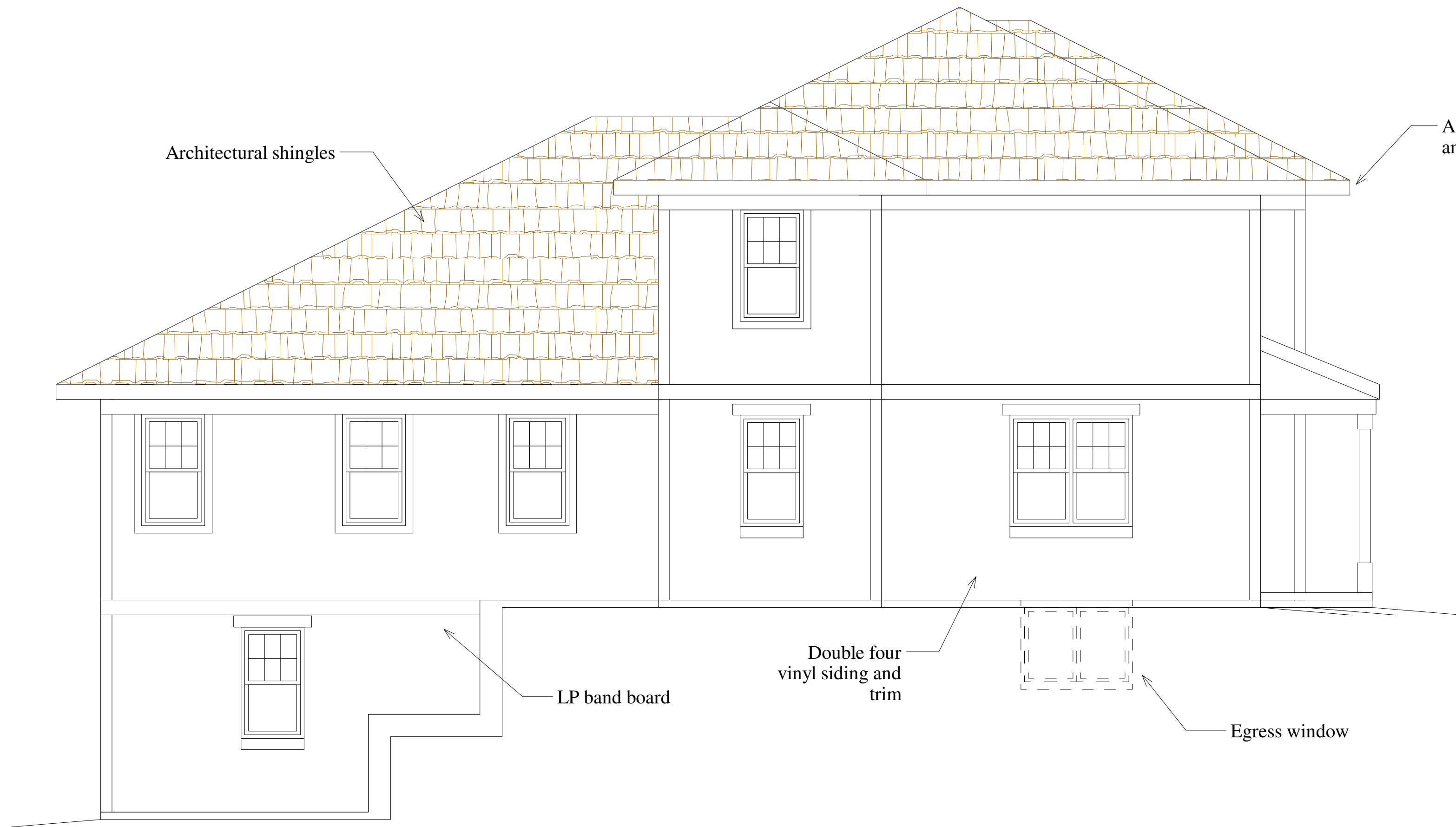
2



Right Elevation
Scale 1/4"=1'-0"



Front Elevation
Scale 1/4"=1'-0"



Left Elevation
Scale 1/4"=1'-0"



Rear Elevation
Scale 1/4"=1'-0"

Jeffery Groenier, Architect
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Architecture, LLC

Jeff Riegert
3363 Peterson Road
McFarland, WI 53558
608-575-3969

Proposed for:
Address:

Project: Milwaukee Street
Address: Madison, WI
Sheet Title: Floor Plans

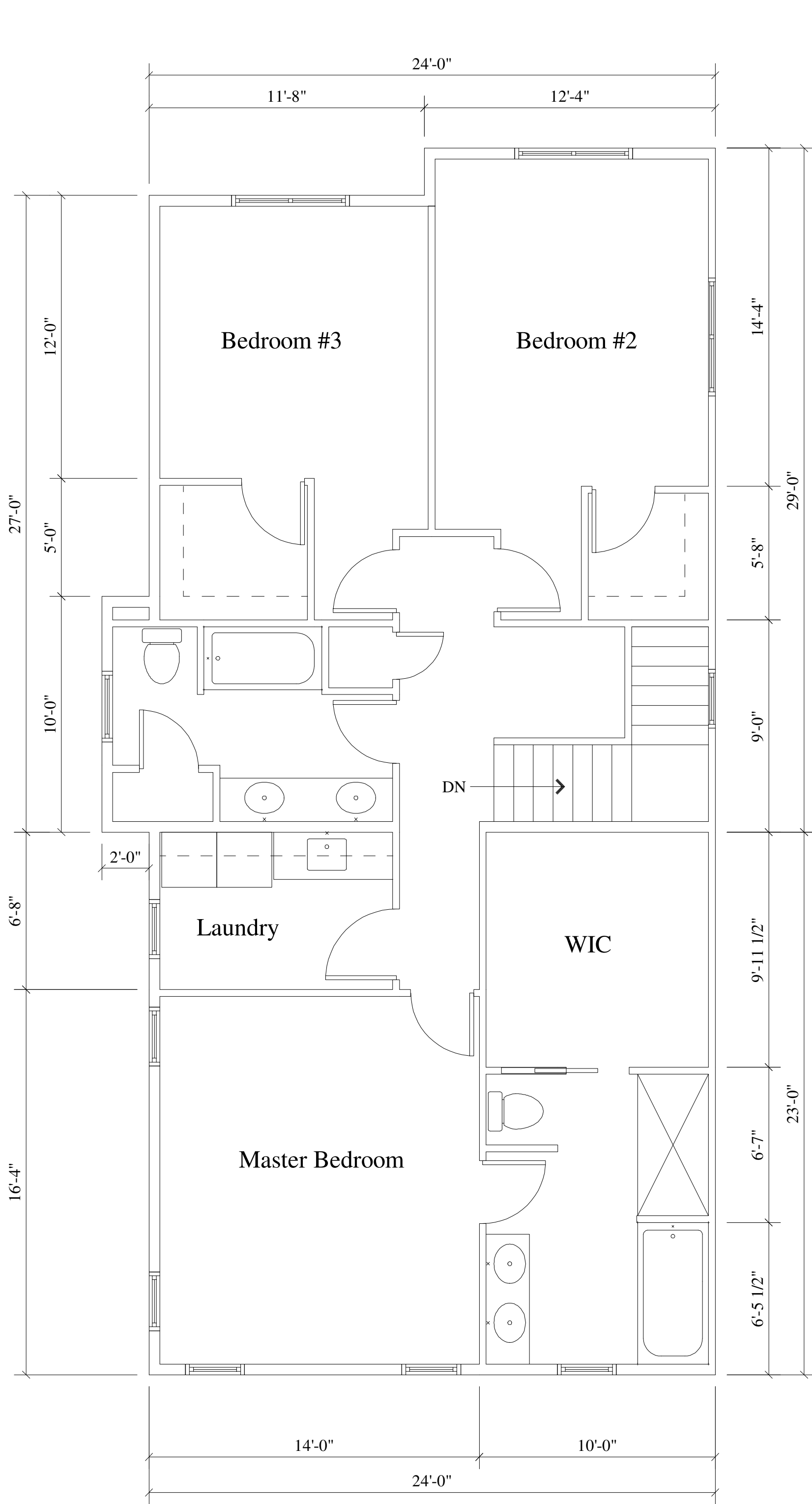
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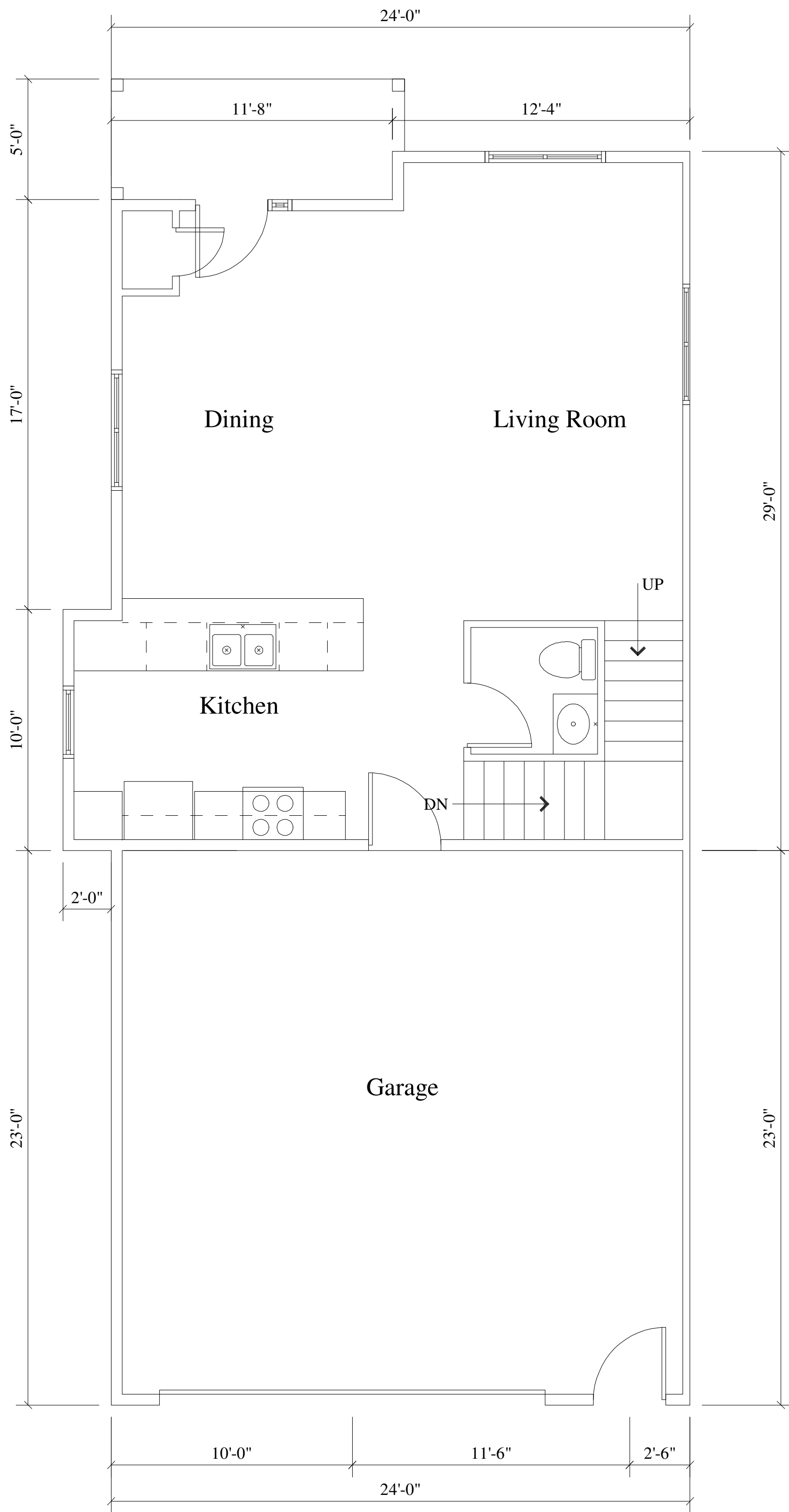
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SHEET

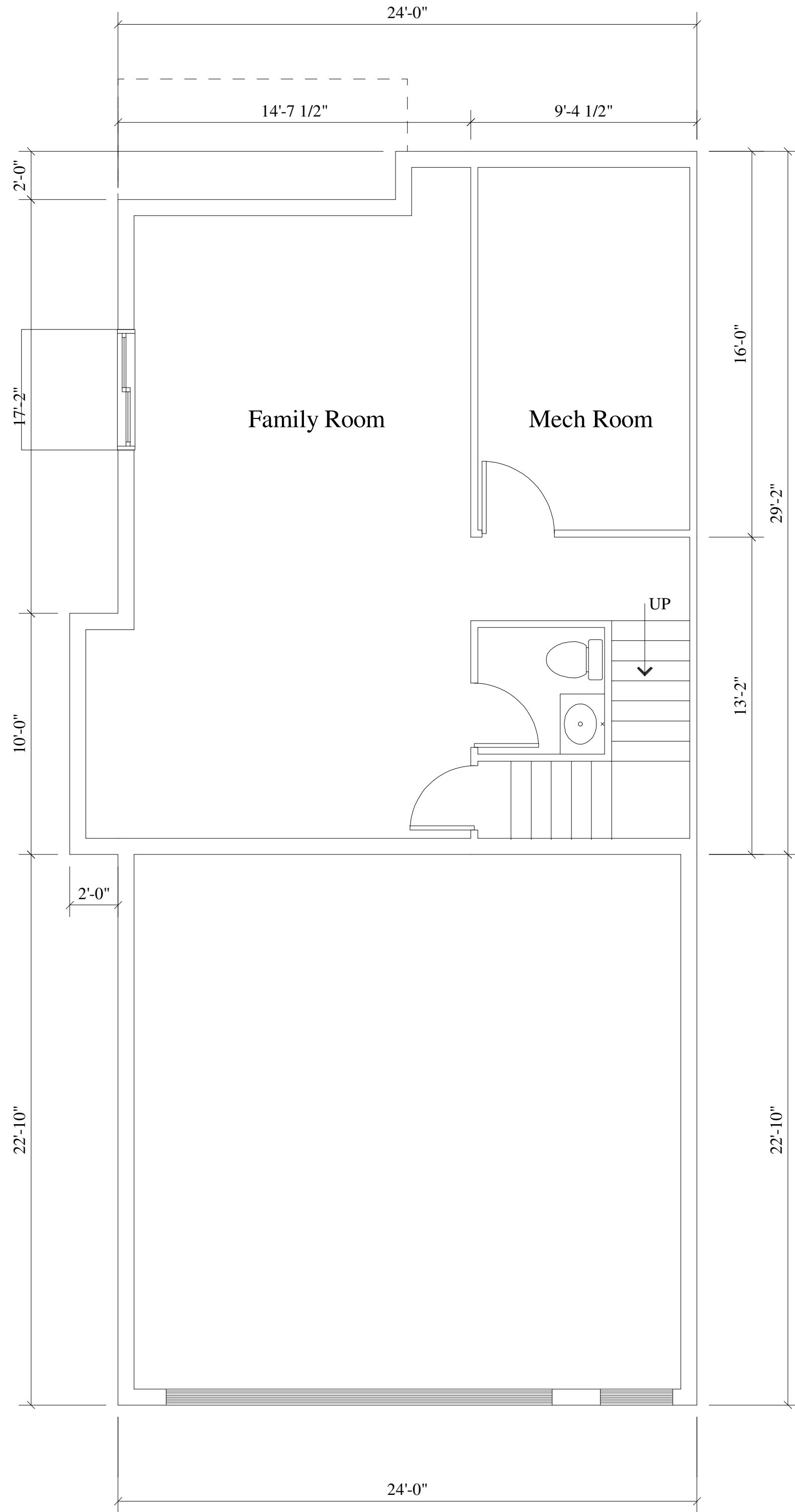
2



Second Floor Plan



First Floor Plan



Lower Level Plan

Project: Driscoll Drive
Address: Madison, WI

Sheet Title: Floor Plans

Proposed for: Jeff Riegert

Address: 3363 Peterson Road
McFarland, WI 53558
608-575-3969

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Date: 05-25-2025

Scale: As Noted

Job #: 05-01



Right Elevation

Scale 1/4"=1'-0"



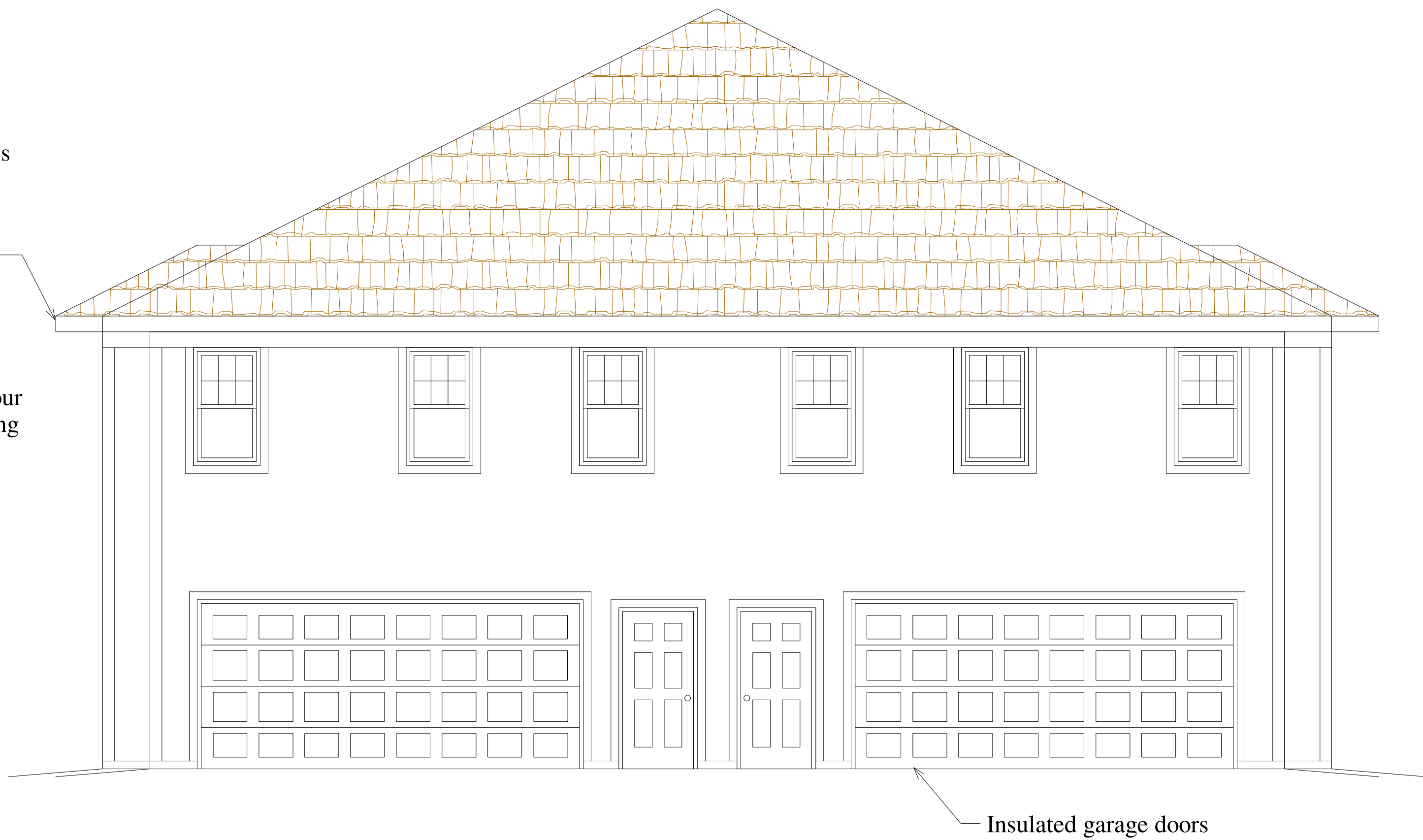
Front Elevation

Scale 1/4"=1'-0"



Left Elevation

Scale 1/4"=1'-0"



Rear Elevation

Scale 1/4"=1'-0"

Double four vinyl siding and trim

4x4 treated posts with simpson top/bottom plates wrap columns with 3/4" Lp smart

LP bandboard

Architectural shingles

Aluminum fascia and soffit

Double four vinyl siding and trim

Double hung windows

Egress window

Insulated garage doors

Jeffery Groenier, Architect
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608-698-3196

Concepts
In
Architecture, LLC

Proposed for: Jeff Riebert
Address: 3363 Peterson Road
McFarland, WI 53558
608-575-3969

Project: Driscoll Drive
Address: Madison, WI
Sheet Title: Elevations

Date: 05-25-2025

Scale: As Noted

Job #: 05-01

SHEET
2

Joint Driveway Easement
Rustic Acres Lots 1 & 2

Document Number

Document Title

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4243121

10/10/2006 02:31PM

Trans. Fee:
Exempt #:

Rec. Fee: 27.00
Pages: 9

001439

Recording Area

Name and Return Address

James Heas
2970 Chapel Valley Rd, Ste #104.
Madison WI 53711

Parcel Identification Number (PIN)

07100 241 7022

07100 241 7030

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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

9/27

**DECLARATION OF JOINT DRIVEWAY EASEMENT FOR LOTS 1 AND 2, AND
2 AND 3, NELSON'S ADDITION TO RUSTIC ACRES, CITY OF MADISON,
DANE COUNTY, WISCONSIN**

Starkweather Square, LLC, a Wisconsin limited liability company, owner of Lot 1, Nelson's Addition to Rustic Acres, and Anthony and Joy Asta Revocable Trust, dated 1/11/2000, owner of Lots 2 and 3, Nelson's Addition to Rustic Acres, all in the City of Madison, Dane County, Wisconsin (collectively, the "Owner"), which Lots 1, 2 and 3 are referred to hereafter collectively as the "Property", hereby declare that the portions of the Property identified on Exhibit A hereto as the "Joint Driveway Easement" are subject to the following easement, and that such portion of the Property shall be held, sold, occupied, conveyed and transferred subject to the easement set forth herein:

1. **Establishment of Easement.** Each owner of Lots 1 and 2, and 2 and 3 of Nelson's Addition to Rustic Acres, City of Madison, Dane County, Wisconsin, and their successors and assigns, is granted, for the benefit of each such owner of such Lots, a perpetual right, privilege and easement, in common, appurtenant to said Lots 1 and 2, and 2 and 3, across, on and over the private driveways described on Exhibit A hereto, for pedestrian and vehicular ingress and egress to and from said Lots 1 and 2, and 2 and 3. The foregoing easements are solely for the use of each such owner of Lots within the Property, and their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees, subject to any recorded utility easements and covenants and restrictions of record. All owners of lots benefited by such easements and their employees, agents, visitors, guests, licensees, tenants and invitees shall comply in their use of the foregoing easements with all laws, ordinances and regulations relating thereto and they shall not impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such easements. No building or structure shall be erected upon or placed on such easements.

2. **Maintenance.**

(a) All maintenance, replacement and repairs for the easements shall be the joint responsibility and obligation of the owners of the lots benefited thereby. The obligation for maintenance, replacement and repairs of the aforesaid easements shall include, without limitation:

(1) Maintaining the driveway in good order and repair, with the type of surfacing materials originally installed or such substitute as shall in all respects be equal in quality, use and durability; and

(2) Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition.

(b) All maintenance, replacement and repair costs for the easement shall be paid by the owners of Lots 1 and 2, and 2 and 3, in the following manner: Each lot shall pay 50% of the cost of maintenance of the applicable easement. Maintenance Committees to carry out and administer the maintenance obligations described herein shall be created for each easement, which Committee shall consist of the owners of Lots 1 and 2, and 2 and 3, respectively. The initial meeting of each Maintenance Committee shall be called by the undersigned by written notice to each owner; thereafter, a meeting may be called by the owner of any Lot being a member of the Committee. All meetings of a Maintenance Committee shall be held at a reasonable time and place within the City of Madison, or at such other location as is agreed to by the applicable owners. A Maintenance Committee may adopt rules for its operation. The decisions of a Maintenance Committee shall be made by a majority of the votes cast by the applicable lot owners, with each lot having one vote. Maintenance, repair or replacement work may be performed by a Maintenance Committee, or any member thereof, or by an independent contractor retained by a Maintenance Committee.

3. Insurance. Each owner of Lots 1, 2, and 3 shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of the easement as provided below. All insurance required by this section shall be in an amount of not less than \$300,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$50,000.00 with respect to property damage from any one occurrence. Each owner of a Lot which is subject to this instrument shall provide the applicable Maintenance Committee with an appropriate certificate of insurance showing the required coverage. The Maintenance Committee may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation.

4. Termination, Modification, Waiver or Amendment. No termination, modification, waiver or amendment of this instrument will be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, signed by all of the owners of the Lots affected thereby.

5. Dedication. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of the easements referred to herein to

the general public or to any public purpose whatsoever. The owners of Lots benefited by these easements, by written agreement of all of the owners of the applicable Lots, shall have the right to temporarily close all or any portion of the easements to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

6. No Partnership of Joint Venture. Nothing contained in this instrument shall be construed to make any Lot owner, or their successors and assigns, partners or joint venturers of each other or to render any party liable for the debts or obligations of any other party, except as expressly provided herein.

7. Waiver. No delay or omission by any party, or their successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this instrument shall impair any such right or power or be construed to be a waiver hereof. A waiver of any party, or their successors or assigns, of any of the provisions of this instrument to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any provision contained herein.

8. Invalidity. If any provision or portion of this instrument, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

9. Successors and Standing to Enforce. All of the terms and provisions of this instrument are intended to be and shall be construed as easements and as covenants running with the land, and shall be binding upon, to the benefit of and be enforceable by the owners of the Lots benefited and burdened thereby, and all subsequent owners of such parcels or any parts thereof, and by the applicable Maintenance Committee or any member thereof.

10. Estoppel Certificate. Upon the reasonable request of any party subject to this instrument, any other party shall execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

11. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. No Termination for Breach; Enforcement. No breach of this instrument will entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation will not affect, in any manner, all other rights or remedies which the parties shall have by reason of any breach of this instrument. In the event that any party shall default in the performance of any obligation hereunder, any member of the applicable Maintenance Committee may cause such default to be cured at the expense of the defaulting party, which sum the defaulting party shall pay upon demand, and in addition to the right to collect damages, may seek to enjoin such default in a court of competent jurisdiction, and recover the costs and expenses of any such action, including reasonable attorney fees.

13. Effect on Successor Owners. In each instance in which any owner of any of said Lots 1, 2 or 3 conveys all or any part of their interest in or rights to use any easement to a grantee, he, she or it will be deemed to be a new party hereto. On recording of any such conveyance with the Register of Deeds of Dane County, Wisconsin, which conveys the entirety of the grantor's interest in the easement referred to herein, the conveying party will be released from any obligation under this instrument arising thereafter with respect to such lot.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the date and year first above written.

STARKWEATHER SQUARE, LLC

By:


~~Douglas Nelson, Member~~

ANTHONY AND JOY ASTA
 REVOCABLE LIVING TRUST, DATED
 1/11/2000

By:

 Anthony D. Asta, Trustee

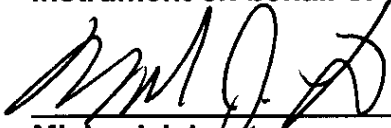
By :

 Joy M. Asta, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

001444

Personally came before me this 29th day of September, 2006, the above-named Douglas Nelson, as a member of Starkweather Square, LLC, to me known, who duly acknowledged that he executed the foregoing instrument on behalf of Starkweather Square, LLC.



Michael J. Lawton
Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2006, the above-named Anthony D. Asta and Joy M. Asta, as trustees of the Anthony and Joy Asta Revocable Living Trust, dated 1/11/2000, to me known, who duly acknowledged that they executed the foregoing instrument on behalf of said trust.

Michael J. Lawton
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument drafted by
and to be returned to:
Michael J. Lawton
PO Box 1507
Madison, WI 53701

001445

11. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. **No Termination for Breach; Enforcement.** No breach of this instrument will entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation will not affect, in any manner, all other rights or remedies which the parties shall have by reason of any breach of this instrument. In the event that any party shall default in the performance of any obligation hereunder, any member of the applicable Maintenance Committee may cause such default to be cured at the expense of the defaulting party, which sum the defaulting party shall pay upon demand, and in addition to the right to collect damages, may seek to enjoin such default in a court of competent jurisdiction, and recover the costs and expenses of any such action, including reasonable attorney fees.

13. **Effect on Successor Owners.** In each instance in which any owner of any of said Lots 1, 2 or 3 conveys all or any part of their interest in or rights to use any easement to a grantee, he, she or it will be deemed to be a new party hereto. On recording of any such conveyance with the Register of Deeds of Dane County, Wisconsin, which conveys the entirety of the grantor's interest in the easement referred to herein, the conveying party will be released from any obligation under this instrument arising thereafter with respect to such lot.

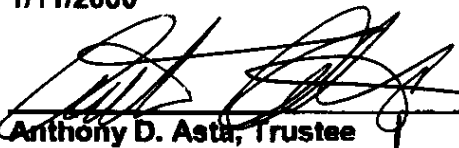
IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the date and year first above written.

STARKWEATHER SQUARE, LLC

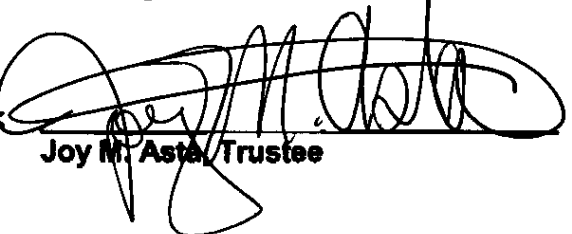
By: 

Douglas Nelson, Member

ANTHONY AND JOY ASTA
REVOCABLE LIVING TRUST, DATED
1/11/2000

By: 

Anthony D. Asta, Trustee

By: 

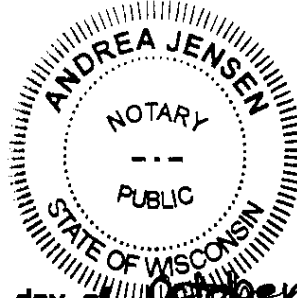
Joy M. Asta, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

001446

Personally came before me this 29th day of September, 2006, the above-named Douglas Nelson, as a member of Starkweather Square, LLC, to me known, who duly acknowledged that he executed the foregoing instrument on behalf of Starkweather Square, LLC.

Michael J. Lawton
Notary Public, State of Wisconsin
My Commission is permanent.



STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2nd day of October, 2006, the above-named Anthony D. Asta and Joy M. Asta, as trustees of the Anthony and Joy Asta Revocable Living Trust, dated 1/11/2000, to me known, who duly acknowledged that they executed the foregoing instrument on behalf of said trust.

Michael J. Lawton
Notary Public, State of Wisconsin
My Commission is permanent.

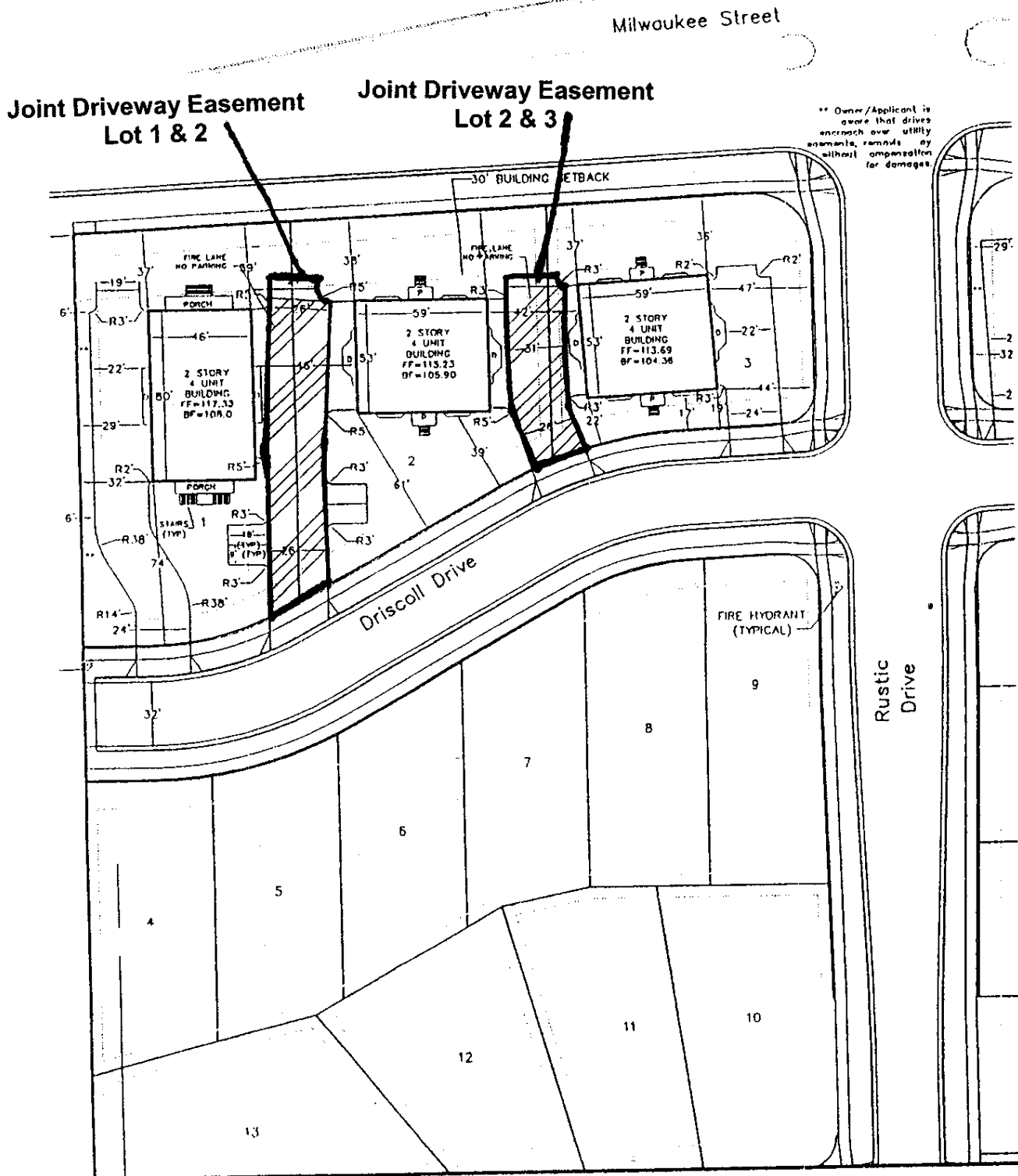
**This instrument drafted by
and to be returned to:
Michael J. Lawton
PO Box 1507
Madison, WI 53701**

County of Walworth
Andrew Jensen
Notary Public, State of Wis.
My commission
expires Oct. 29, 2006

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

EXHIBIT A

001447



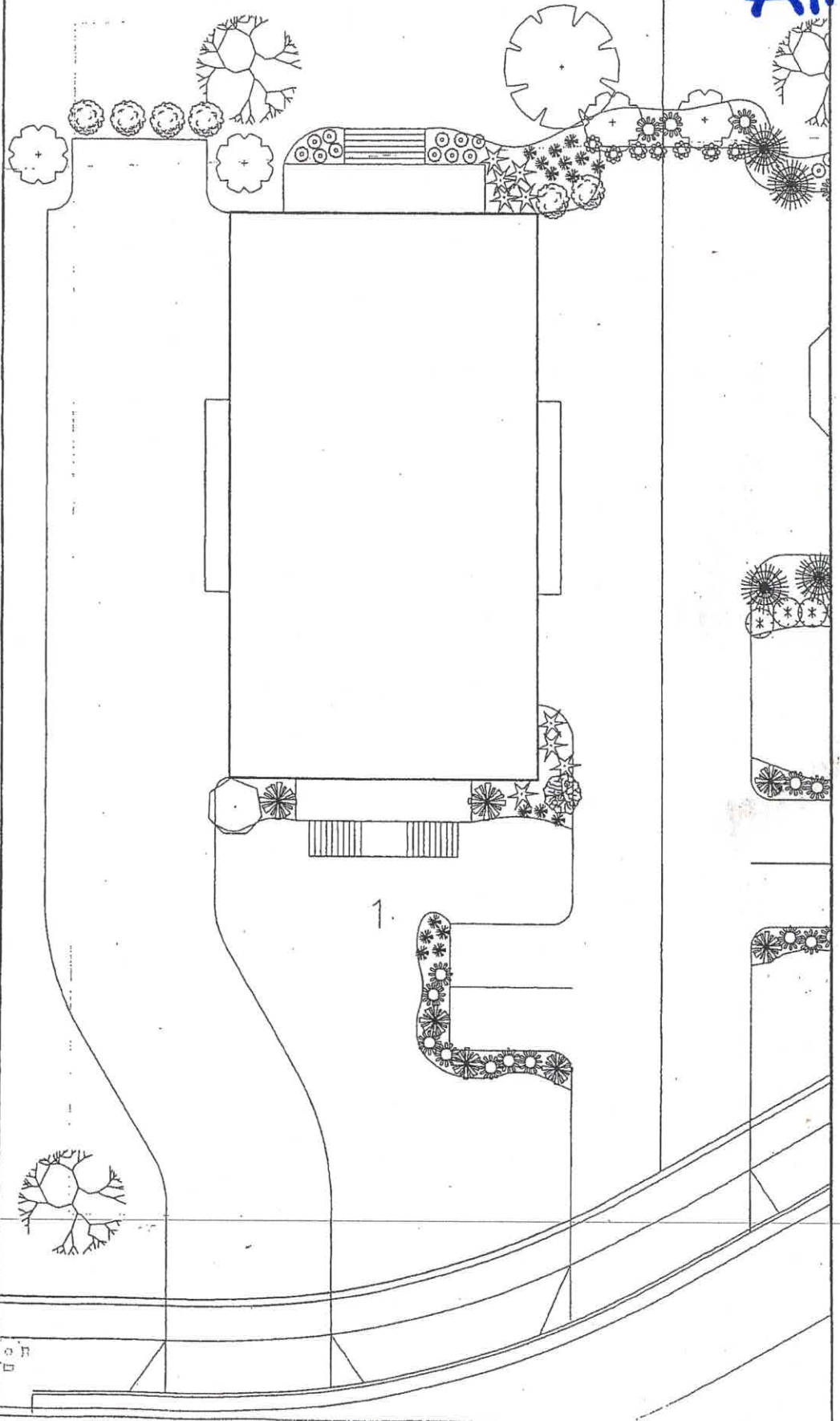
LANDSCAPE PLAN

Al.1

SCALE: 1" = 20'

Burse surveying & engineering 1400 E. Washington Ave. Suite 150, Lakewood, CO 80226-3333

EXISTING PUD



ISTHMUS
ARCHITECTURE, INC.
613 Williamson Street
Suite 203
Madison, WI 53703
Phone: 608.264.0296
Fax: 608.264.0207



RUSTIC ACRES
GOLF/SP

Project
Rustic Acres
Golf/SP

Project
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Golf/SP

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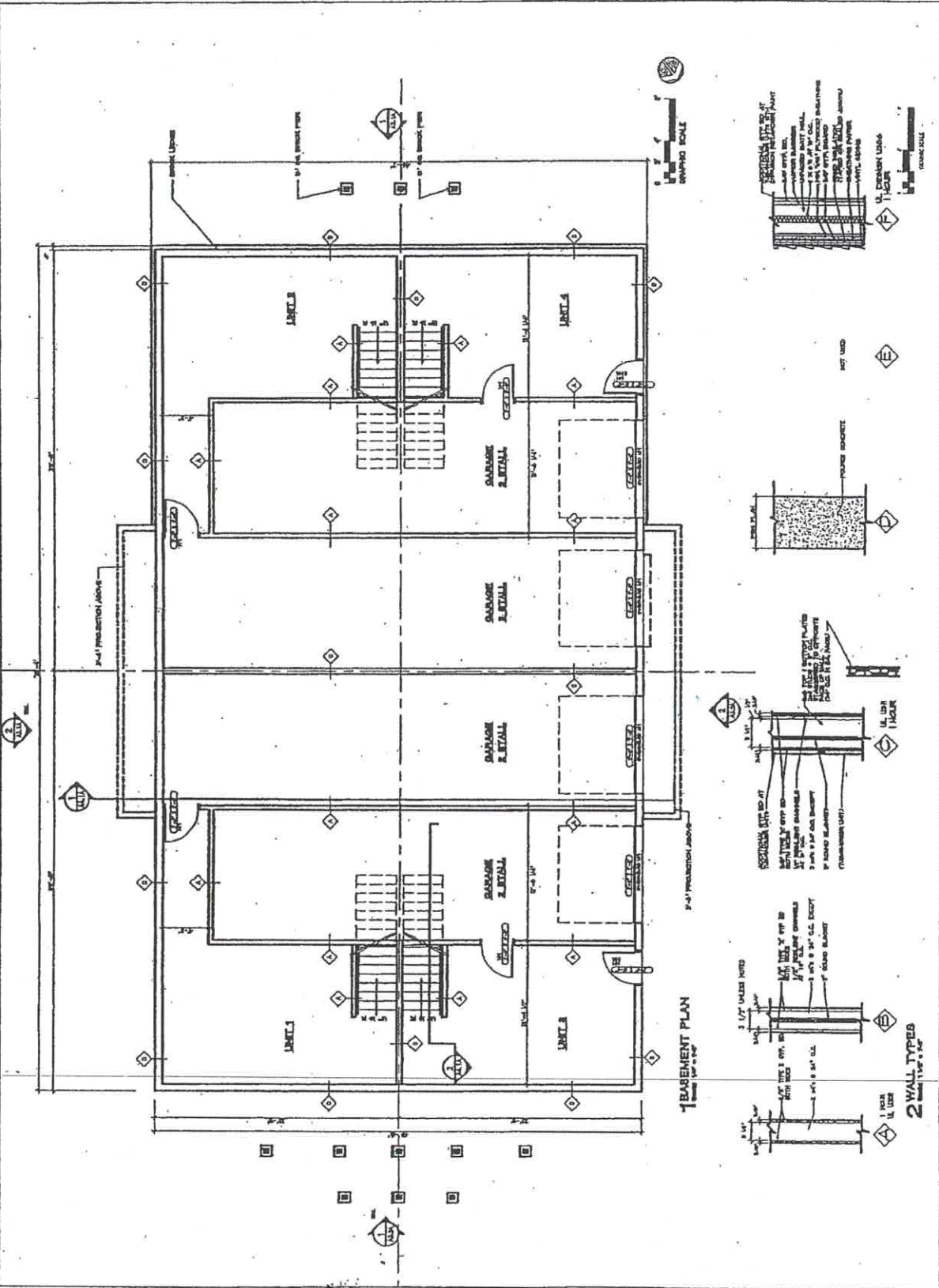
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Golf/SP

Project
Rustic Acres
Golf/SP

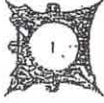
Project
Rustic Acres
Golf/SP

Project
Rustic Acres
Golf/SP

A1.2



ISTHMUS
ARCHITECTURE, INC.
413 Williamson Street
Suite 300
Madison, WI 53703
Phone: 608.241.0308
Fax: 608.241.0307



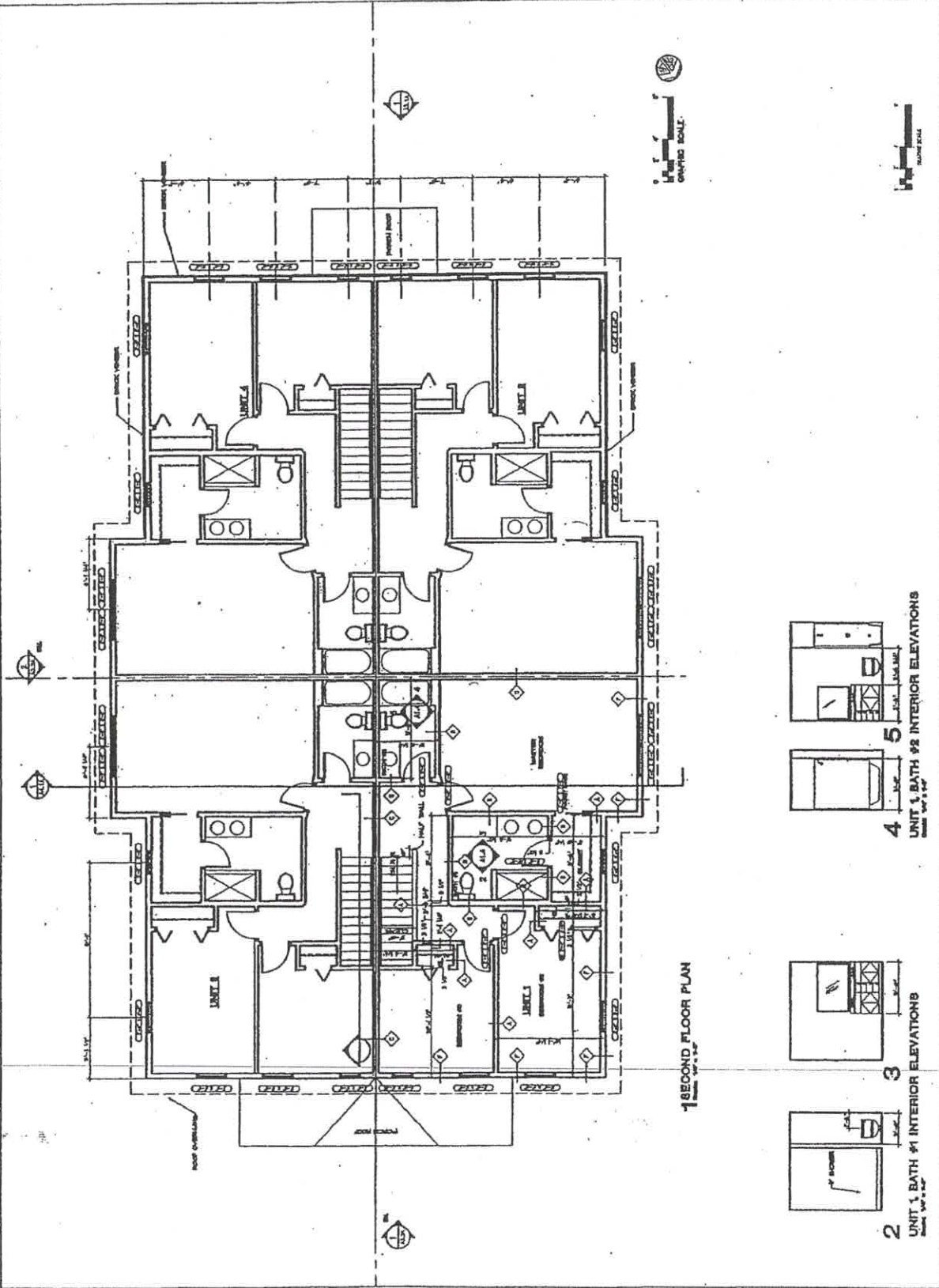
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GOLF/SP
DATE: 10/1/01
BY: [Signature]

RUSTIC ACRES
GOLF/SP

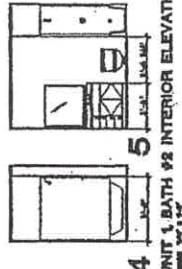
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Fig. No.: 0113
Revision: 1.00
Date: 10/1/01

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3rd Floor
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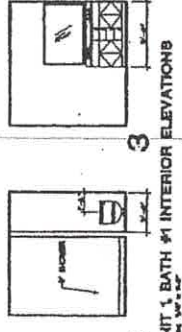
Sheet No. 11.4
of 11



1st SECOND FLOOR PLAN



UNIT 1 BATH #2 INTERIOR ELEVATIONS



UNIT 1 BATH #1 INTERIOR ELEVATIONS

ISTHMUS
ARCHITECTURE, INC.



德

RUSTIC ACRES
GDP/SIP

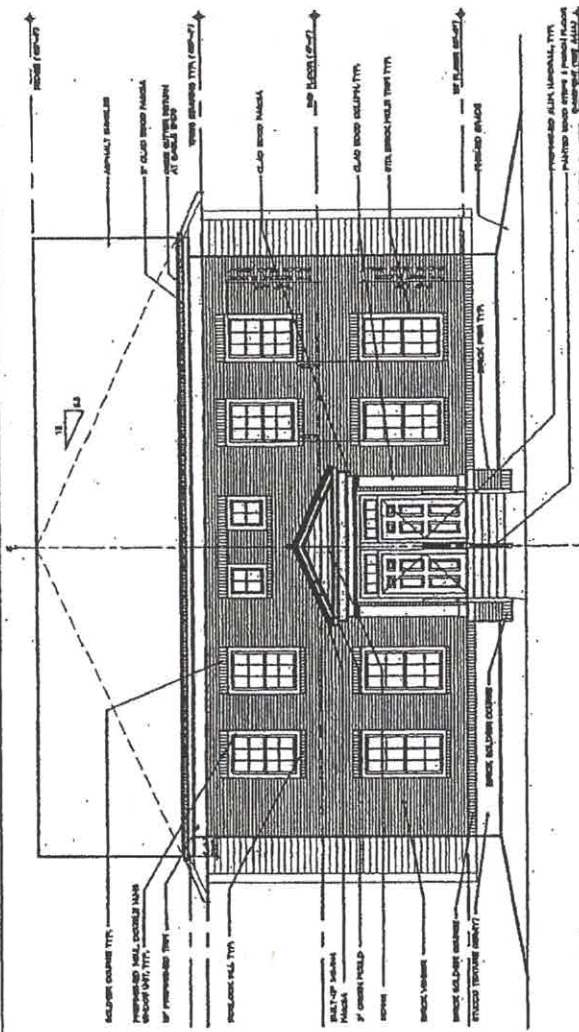
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Sheet Title	
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Drawn By	
Unit	square
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Rev. Date	
Rev. Desc.	
Rev. Date	
Rev. Desc.	
Rev. Date	
Sheet No.	

A3.1

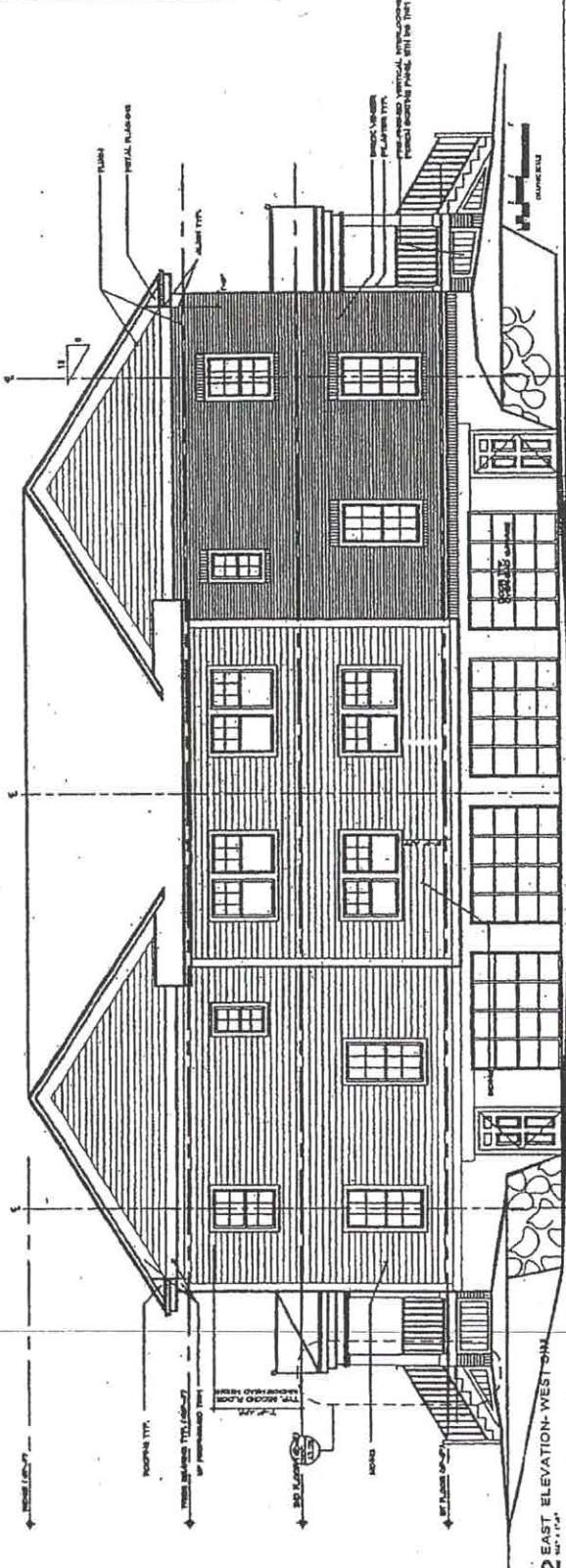
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2116

PROCESSED AND REPAIRED. ALL THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.



1 FRONT ELEVATION - BACK SIN.



~~EAST ELEVATION-WEST SHAL~~