

DANE COUNTY CERTIFIED SURVEY MAP NO. _____

A DIVISION OF LOT 28, REPLAT OF LOTS 25 THROUGH 35 AND OUTLOTS 5,6 AND 7, FIRST ADDITON TO PARK RIDGE, BEING LOCATED IN THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 36, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PREPARED BY:
BADGER SURVEYING
AND MAPPING SERVICE
525 W. PRAIRIE STREET
COLUMBUS, WI. 53925

PREPARED FOR:
TJF INVESTMENTS LLC
PO BOX 620554
MIDDLETON, WI. 53562
ATTN. TOM FREITAG

LEGEND

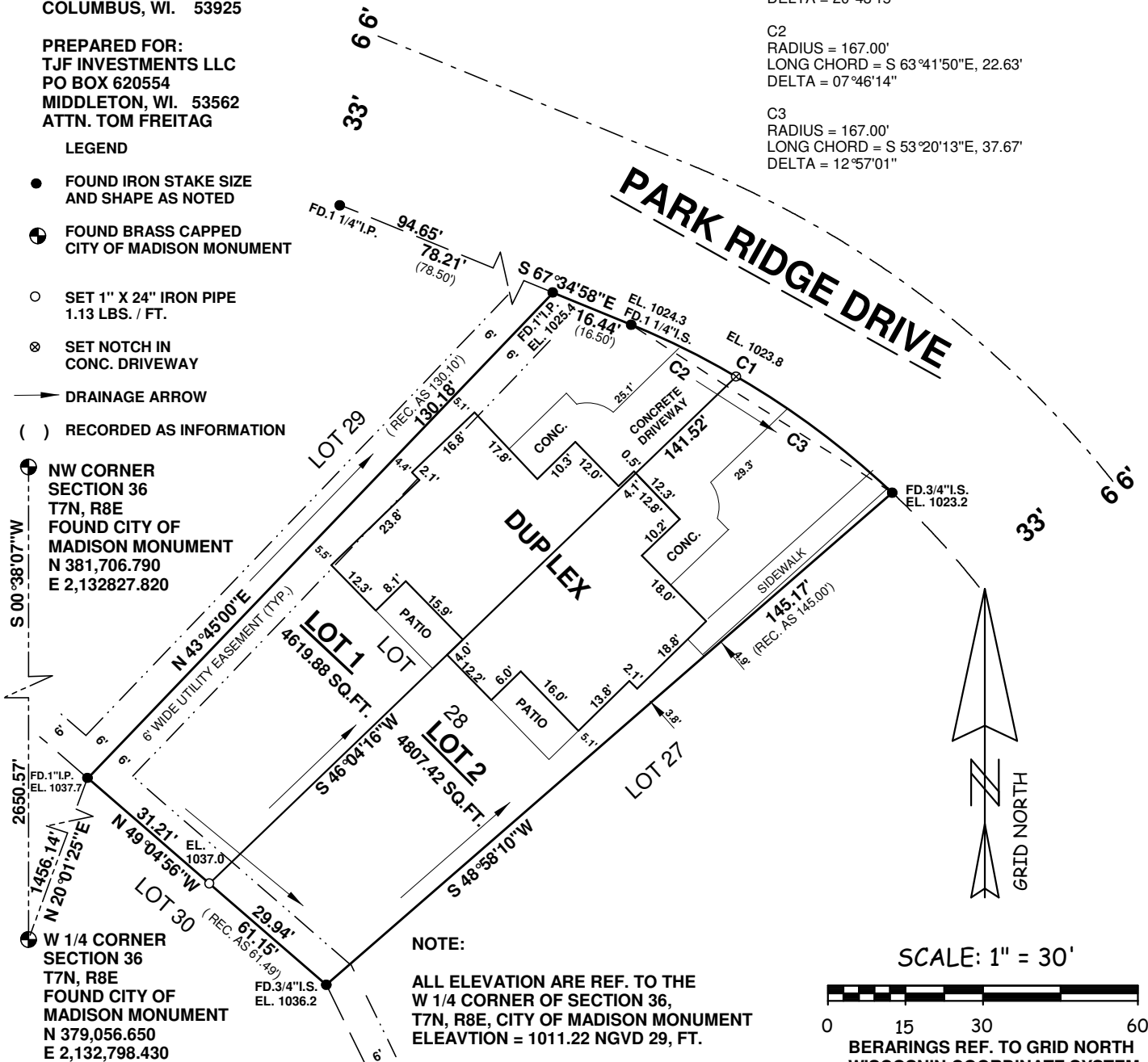
- FOUND IRON STAKE SIZE AND SHAPE AS NOTED
- ⊙ FOUND BRASS CAPPED CITY OF MADISON MONUMENT
- SET 1" X 24" IRON PIPE 1.13 LBS. / FT.
- ⊗ SET NOTCH IN CONC. DRIVEWAY
- ➔ DRAINAGE ARROW
- () RECORDED AS INFORMATION

CURVE DATA

C1
RADIUS = 167.00'
LONG CHORD = S 57°13'20"E, 60.07'
DELTA = 20°43'15"

C2
RADIUS = 167.00'
LONG CHORD = S 63°41'50"E, 22.63'
DELTA = 07°46'14"

C3
RADIUS = 167.00'
LONG CHORD = S 53°20'13"E, 37.67'
DELTA = 12°57'01"



NOTE:
ALL ELEVATION ARE REF. TO THE
W 1/4 CORNER OF SECTION 36,
T7N, R8E, CITY OF MADISON MONUMENT
ELEVATION = 1011.22 NGVD 29, FT.

SURVEYOR'S CERTIFICATE:

I, MARK STEVEN GERHARDT, PROFESSIONAL LAND SURVEYOR, S-1983, DO HEREBY CERTIFY THAT BY THE ORDER OF TJF INVESTMENTS LLC, I HAVE SURVEYED, MONUMENTED, DIVIDED AND MAPPED LOT 28, REPLAT OF LOTS 25 THROUGH 35 AND OUTLOTS 5,6 AND 7, FIRST ADDITION TO PARK RIDGE, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 36, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 36; THENCE N 20°01'25"E, 1456.14 FEET TO THE SW CORNER OF SAID LOT 28 AND THE POINT OF BEGINNING; THENCE N 43°45'00"E, 130.18 FEET TO THE NW CORNER OF SAID LOT 28; THENCE S 67°34'58"E, 16.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 167.00 FEET AND A LONG CHORD BEARING S 57°13'20"E FOR A DISTANCE OF 60.07 FEET TO THE NE CORNER OF SAID LOT 28; THENCE S 48°58'10"W, 145.17 FEET TO THE SE CORNER OF SAID LOT 28; THENCE N 49°04'56"W, 61.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9,467 SQ.FT.

I DO FURTHER CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF MADISON SUBDIVISION ORDINANCE IN SURVEYING AND MAPPING THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK STEVEN GERHARDT
PROFESSIONAL LAND SURVEYOR, S-1983
DATED: SEPTEMBER 21, 2016

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SHEET 1 OF 3

CERTIFIED SURVEY MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGE _____

DANE COUNTY CERTIFIED SURVEY MAP NO. _____

CITY OF MADISON PLAN COMMISSION CERTIFICATE:

APPROVED FOR RECORDING PER THE SECRETARY OF THE CITY OF MADISON PLAN COMMISSION.

BY: _____ DATE: _____
STEVEN R. COVER
SECRETARY, CITY OF MADISON PLAN COMMISSION

REGISTER OF DEEDS CERTIFICATE:

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2016, AT _____ O'CLOCK _____. M. AND RECORDED IN
VOLUME _____ OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES _____, _____ AND _____.

KRISTI CHLEBOWSKI, REGISTER OF DEEDS,
DANE COUNTY, WISCONSIN

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DANE COUNTY CERTIFIED SURVEY MAP NO. _____

CORPORATE OWNER'S CERTIFICATE:

TJF INVESTMENTS LLC, A WISCONSIN LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. IT ALSO CERTIFIES THAT THIS CERTIFIED SURVEY IS REQUIRED BY SECTION 236.10 AND 236.12, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF MADISON FOR APPROVAL OR OBJECTION.

IN THE WITNESS WHEREOF, SAID TJF INVESTMENTS LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE PRESIDENT OF SAID LIMITED LIABILITY COMPANY THIS _____ DAY OF _____, 2016.

TJF INVESTMENTS LLC
A WISCONSIN LIMITED LIABILITY COMPANY

THOMAS J. FREITAG
MANAGING MEMBER

STATE OF WISCONSIN) SS
COUNTY OF DANE

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2016, THE MANAGING MEMBER OF THE ABOVE NAMED LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID LIMITED LIABILITY COMPANY BY ITS AUTHORITY AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, DANE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

OLD NATIONAL BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGE OF THE FOREGOING DESCRIBED LANDS, HEREBY CONSENTS TO THE SURVEYING, DIVIDING AND MAPPING OF THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP AND HEREBY CONSENTS TO THE FOREGOING OWNERS CERTIFICATE. IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND COUNTERSIGNED BY ITS OFFICERS LISTED BELOW, AT MADISON WISCONSIN, AND ITS CORPORATE SEAL TO BE HERE AFFIXED THIS _____ DAY OF _____, 2016.

OLD NATIONAL BANK

AUTHORIZED REPRESENTATIVE

STATE OF WISCONSIN) SS
COUNTY OF DANE

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2016, THE ABOVE NAMED OFFICER OF OLD NATIONAL BANK TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

MY COMMISSION EXPRES: _____

NOTARY PUBLIC, DANE COUNTY, WISCONSIN

MADISON COMMON COUNCIL CERTIFICATE:

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HEREBY APPROVED BY ENACTMENT NUMBER _____, FILE ID NUMBER _____ ADOPTED ON THE _____ DAY OF _____, 2016, AND THAT SAID ENACTMENT FURTHER PROVIDED FOR ACCEPTANCE OF THOSE LANDS DEDICATED AND RIGHT CONVEYED BY SAID CERTIFIED SURVEY MAP TO THE CITY OF MADISON FOR PUBLIC USE, IF ANY.

DATED THIS _____ DAY OF _____, 2016.

MARIBETH WITZEL-BEHL, CITY CLERK
CITY OF MADISON, DANE COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

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DOCUMENT NUMBER _____

SHEET 2 OF 3

VOLUME _____ PAGE _____

**ZERO LOT LINE DUPLEX
MAINTENANCE AGREEMENT**

Document Number

Document Name

This Declaration of Zero Lot Line Duplex Maintenance Agreement ("Agreement") is made this _____ day of _____, _____, by TJF Investments, LLC, ("Declarant"), presently the owner of a certain duplex dwelling in the City of Madison, Wisconsin.

This Agreement is made for the purpose of future maintenance of two separate dwelling units on two separate lots, within a "zero lot line" duplex configuration as approved by the City.

Recording Area

Name and Return Address

**THOMAS J. FREITAG
TJF INVESTMENTS, LLC
P.O. BOX 620554
MIDDLETON, WI 53562-0554**

251/0708-362-0825-1

Parcel Identification Number (PIN):

This IS NOT homestead property.

WITNESSETH:

WHEREAS, Declarant is the owner of a certain parcel of real property located in Dane County, Wisconsin, described as follows:

Lot 1 and Lot 2 of Certified Survey Map No. _____, as recorded on the _____ day of _____, _____, in Volume _____ of Certified Survey Maps for Dane County, on Pages _____, as Document No. _____, Dane County Registry, in the City of Madison, Dane County, Wisconsin.

being a redivision of:

Lot Twenty-eight (28), Replat of Lots 25 through 35 and Outlots 5, 6, and 7, First Addition to Park Ridge, in the City of Madison, Dane County, Wisconsin.

and

WHEREAS, there is located on the property a duplex dwelling consisting of two separate dwelling units, each intended for one household, and sharing a common wall from the basement floor to the top of the roof; and

WHEREAS, the undersigned executes this Agreement for the protection of the future owners of Lot 1 and Lot 2; for the protection of the City; for the maintenance of the lots, building, and individual dwelling units located therein; and to facilitate the subsequent sale of one or both of the dwelling units and lots independently, if desired.

NOW, THEREFORE, IT IS HEREBY DECLARED, IN CONSIDERATION OF THE PREMISES AND PROMISES CONTAINED HEREIN, AS FOLLOWS:

1. **Residential Use.** Each dwelling unit and lot shall be used for residential purposes by a single household only, and no trade or business of any kind may be carried on therein, except as may be allowed under the City of Madison Zoning Ordinance. Lease or rental of the property for residential purposes shall not be prohibited by this paragraph.

2. **Maintenance.** Each dwelling unit and lot owner (hereinafter referred to as "party") shall maintain and repair the exterior surface of his dwelling unit portion of the duplex building and of the driveway leading to said portion of the building, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of the roof, siding, and driveway, and to be liable for the cost of any such maintenance or repairs made on his dwelling unit portion of the duplex building.

3. **Repairs.** If either party considers the dwelling unit portion of the other party to be in need of any such repair or maintenance (hereinafter referred to as "work"), he shall give written notice thereof to the other party. Such notice shall specify the nature and extent of the work considered to be needed. The other party shall do the requested work within thirty (30) days from the receipt of said written notice.

4. **Improvements.** Neither party, without first obtaining the written consent of the other party, shall make or permit to be made any substantial structural alternations, changes or improvements to the exterior of his dwelling unit portion of the duplex building or to his property. In connection therewith, alternations, changes or improvements exceeding an aggregate cost of One Thousand Dollars (\$1,000.00) shall be considered substantial. No party may change the color of any exterior surface of his dwelling unit portion of the duplex building without the prior written consent of the other party.

5. **Emergencies.** Notwithstanding the above, in the event that repair of the duplex building is required on an emergency basis and failure to make such repairs would result in further and substantial damage to the said building or result in the untenability of the same, either party may repair the damage and be entitled to contribution from the other party for the cost of any repairs made to the other party's portion of the building.

6. **Appearance.** Homogeneous roof, siding, door, and trim colors shall be required at all times. Any repairs or maintenance performed or allowed to be performed by a party on the exterior of his dwelling unit portion of the duplex building shall employ materials uniform or consistent with those materials already incorporated into the building and improvements. Outside doors and windows, as to style, general type, and color, shall be identical at all times on both dwelling units.

7. **Structure.** Neither party shall perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the duplex building or the safety of either party's property.

8. **Party Wall.** Any portion of a wall or roof of the duplex building placed on the dividing line between the parties' respective properties shall constitute a party wall and the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. Both parties shall be responsible for continued maintenance of the party wall in a manner that meets fire code requirements and continues the extension of such wall from the basement floor to the top of the roof.

9. **Upkeep.** Each lot shall be maintained in a good, sanitary, and attractive condition, including but not limited to mowing the grass to a reasonable height, removal of noxious weeds, and cleaning the snow off entrance walks, sidewalks, and driveways.

10. **Insurance.** Each party shall purchase and maintain insurance sufficient to cover any loss relating to such lot and home, including extended coverage for full replacement value of all improvements on the party's lot.

11. **Utilities.** Each party is granted and shall have an easement over and across those portions of the other party's lot for the purpose of access to underground electrical utilities, curb boxes, water and sewer laterals, or other utility lines which serve both parties together or separately, for the purposes of maintenance, repair, or replacement. The affected part of the lot shall be restored to the same condition as at the outset of any such maintenance, repair, or replacement at the cost of the unit owner requiring such maintenance, repair, or replacement.

12. **Mediation.** In the event a dispute shall arise between the parties to this Agreement, either party may provide written notice to the other that the dispute has not been resolved. Thereafter, the parties agree to request mediation through the Dane County Bar Association Case Mediation Program (DCBACMP) within 30 days, and to participate in mediation within 45 days of the request for appointment of a mediator. The parties understand and acknowledge that mediation is an attempt to reach a voluntary settlement, that mediation involves no formal court procedures or rules of evidence, and that the mediator does not have the power to render a binding decision or force an agreement on the parties. Nothing in this paragraph prohibits the parties from mutually agreeing to engage the services of a private mediator in lieu of the DCBACMP. The parties agree to share equally in the costs of the mediation.

13. **Enforcement.** If a dispute is unresolved after a good faith effort at mediation by both parties, as evidenced by a written statement from the mediator, enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

14. **Governing Law.** This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

15. **Severability.** All provisions of this Agreement are deemed severable, and if any one or more provisions is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

16. **Binding Agreement.** All provisions of this Agreement, including the benefits and burdens hereunder, run with the land and are binding upon and shall inure to the benefit of the parties hereto and each of their successors and assigns in title to Lot 1 and Lot 2.

IN WITNESS WHEREOF, TJF Investments, LLC, has executed this Agreement in the County of Dane, State of Wisconsin, as of the date above first written.

TJF INVESTMENTS, LLC

By: _____
Thomas J. Freitag, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on _____ by Thomas J. Freitag, to me known to be a member of TJF Investments, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(signature)

(printed name)

Notary Public, State of Wisconsin
My Commission _____

This instrument was drafted by:
Attorney Kathleen A. Kjorlie of Kjorlie Law LLC | 8500 Greenway Blvd. Suite 203, Middleton, WI 53562 | 608.829.0025