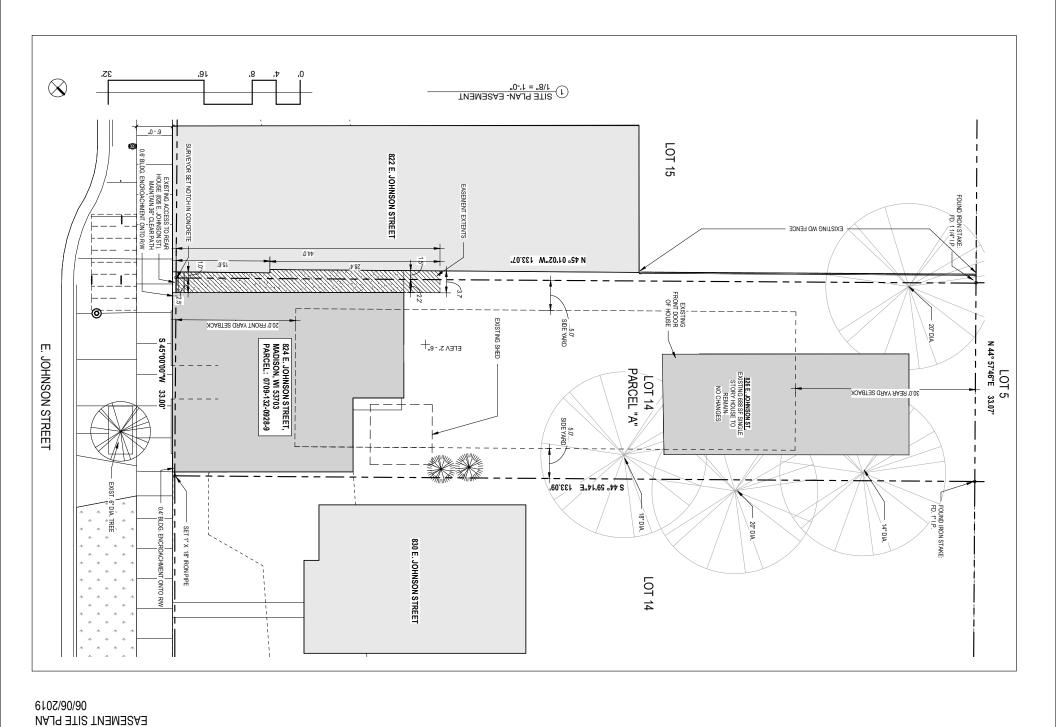
824/822 E JOHNSON ST





City of Madison Site Plan Verification

PROJECT: LNDSPR-2019-00053 Address: 824 E Johnson ST Current Revision #: 0

Submitted by: Morrison Tills Studio

Contact: Matthew Tills

(608) 235-6240

matt@motisarch.com

Project Type: Permitted Use Site Plan Review

Description: Convert office building into restaurant, with new addition on back of building

Status: Approved

Revision History: 0

Review	Status	Reviewer	Reviewed
Engineering Mapping	Approved	Jeffrey Quamme	Aug 1 2019
Engineering Review Main Office	Approved	Brenda Stanley	Jun 2 2019
Fire Review	Approved	William Sullivan	May 31 2019
Zoning Review	Approved	Christina Thiele	Jul 22 2019

PROJECT: LNDSPR-2019-00053 Address: 824 E Johnson ST Current Revision #: 0

Submitted by: Morrison Tills Studio

Contact: Matthew Tills

(608) 235-6240 matt@motisarch.com

Project Type: Permitted Use Site Plan Review

Description: Convert office building into restaurant, with new addition on back of building

Status: Approved

Revision History: 0

ENGINEERING

Note Comment Date: 06/02/2019

Current plan shows less than 4,000 sf disturbed area. If plans are not revised, no Erosion Control or Storm Water Management Permits may be required.

ENGINEERING MAPPING

Supplement Accepted

Comment Date:

CAD received 6/20/2019.

The Applicant shall submit, prior to plan sign-off, a digital CAD file (single file) to the Engineering Program Specialist in the Engineering Mapping Division (Lori Zenchenko). The digital CAD file shall be to scale and represent final construction. The CAD file shall be in a designated coordinate system (preferably Dane County WISCRS, US Ft). The single CAD file submittal can be either AutoCAD (dwg) Version 2013 or older, MicroStation (dgn) V8i Select Series 3 or older, or Universal (dxf) format and shall contain the only the following data, each on a separate layer name/level number:

- a) Building Footprints
- b) Internal Walkway Areas
- c) Internal Site Parking Areas
- d) Other Miscellaneous Impervious Areas (i.e. gravel, crushed stone, bituminous/asphalt, concrete, etc.)
- e) Right-of-Way lines (public and private)
- f) Lot lines or parcel lines if unplatted
- g) Lot numbers or the words unplatted
- h) Lot/Plat dimensions
- i) Street names

All other levels (contours, setbacks, elevations, easements, etc) are not to be included with this file submittal.

NOTE: Email file transmissions to Izenchenko@cityofmadison.com . Include the site address in the subject line of this transmittal.

Any changes or additions to the location of the building, sidewalks, parking/pavement during construction will require a new CAD file.

Supplement Accepted

Comment Date:

Doc No. 5508392

The plan indicates a 36" clear path is required to the home in the rear, a portion of which lies on an adjacent property. Provide the recorded easement / agreement allowing for part of the required access over adjacent lands.

Supplement Accepted

Comment Date:

Survey received 7/19/2019 (ETP). Provide a copy of the signed and sealed survey of the property by Badger Surveying dated October 12, 2018. A copy has not been filed at the County Surveyor's Office.

ZONING

Supplement Accepted Comment Date: 06/13/2019

PROJECT: LNDSPR-2019-00053 Address: 824 E Johnson ST Current Revision #: 0

Submitted by: Morrison Tills Studio

Contact: Matthew Tills

(608) 235-6240 matt@motisarch.com

Project Type: Permitted Use Site Plan Review

Description: Convert office building into restaurant, with new addition on back of building

Status: Approved

Revision History: 0

Per Section 28.186(4)(b), the property owner or operator is required to bring the property into compliance with all elements of the approved site plans by the date established by the Zoning Administrator as part of the site and building plan approval. Work with Zoning staff to establish a final site compliance date.

Note Comment Date: 06/13/2019

Outdoor eating area associated with food & beverage establishment requires conditional use approval from the Plan Commission

Note Comment Date: 06/13/2019

Signage requires separate approval. Signage must be reviewed for compliance with Chapter 31 Sign Codes of the Madison General Ordinances and Chapter 33 Urban Design District ordinances. Sign Permit applications can be found here: http://www.cityofmadison.com/dpced/bi/documents/SignPermitAppl.pdf

^{**}Applicant provided the date July 22, 2020**

Photos of Existing House

Proposed Johnson Pavilion Project

826 East Johnson Street



South Elevation



North Elevation



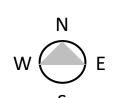
Existing Commercial Bldg. South/Street Elevation



West Elevation

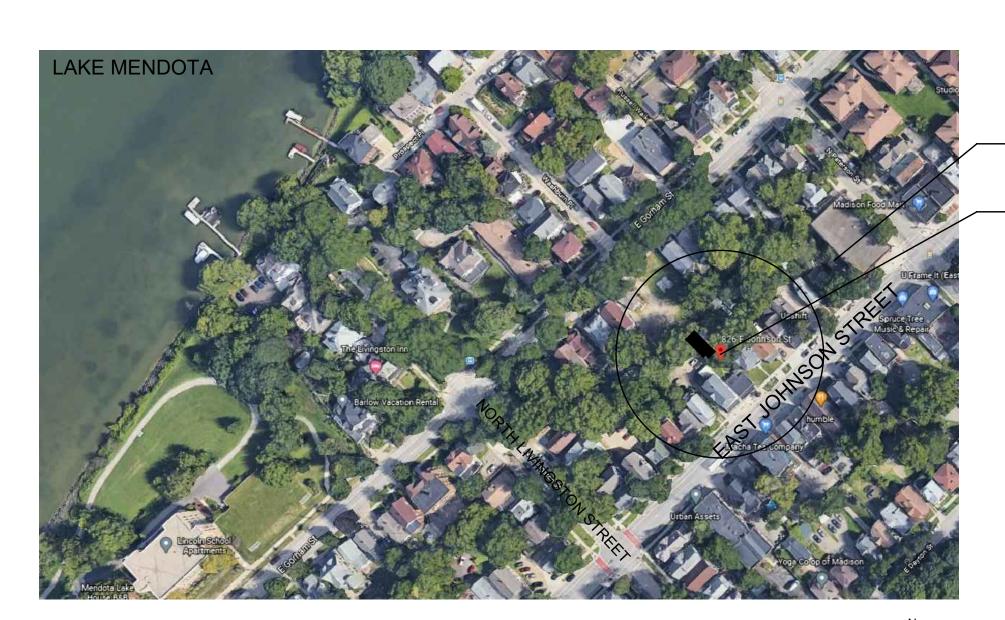


East Elevation



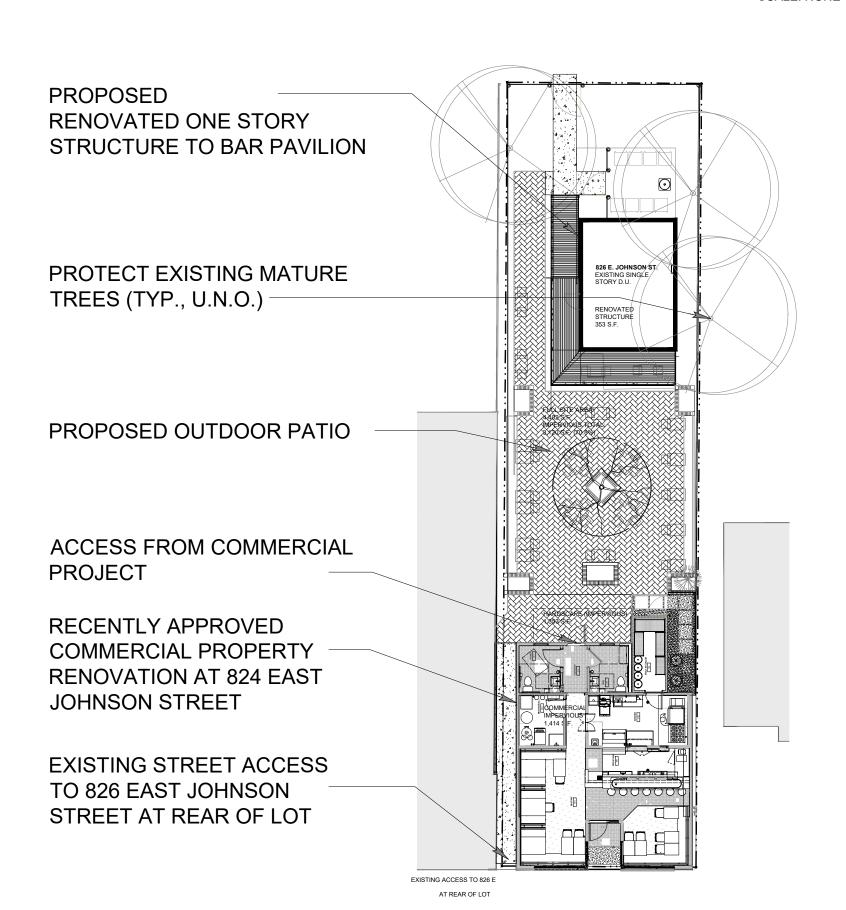
JOHNSON PAVILION

RENOVATION 836 EAST JOHNSON STREET, MADISON, WI 53703









EAST JOHNSON STREET





SHEET INDEX:

ARCHITECTURAL / STRUCTURAL

A001 TITLE SHEET / CODE & SHEET INDEX

100 SITE PLAN AND LANDSCAPE PLAN

EXTERIOR ELEVATIONS

A200 DEMOLITION PLANS
A201 RENOVATION PLAN
A202 FRAMING PLANS

Insite Consulting Architects
115 E. Main / STE 200
Madison, Wisconsin 53703
608-204-0825
866-297-1762 (fax)
info@irsarc.com

GENERAL NOTES:

PROJECT LOCATION

LOCATION

WORK

- 1. ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN BUILDING CODE LATEST EDITION.
- 2. MADISON GENERAL ORDINANCES CHAPTER 28 ZONING CODE "NMX" DISTRICT APPLIES AND SHALL BE ADHERED TO.

MADISON

- 3. CONTRACTOR(S) ARE RESPONSIBLE FOR VERIFICATION OF, AND COORDINATION WITH, ALL DIMENSIONS SHOWN ON THESE DRAWINGS RELATIVE TO EXISTING CONDITIONS PRIOR TO REGINNING WORK, DO NOT SCALE FROM DRAWINGS.
- 4. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE ARCHITECT ANY DIMENSION(S) OF DISCREPANCIES VERBALLY, A WRITTEN REPORT SHOULD PROMPTLY FOLLOW. CONTRACTOR SHALL CEASE WORK IN THE AFFECTED AREA UNTIL DIRECTED BY THE
- 5. THE CONTRACTOR SHALL PROVIDE ALL METHODS AND EQUIPMENT FOR PROTECTING THE BUILDING, ALL MATERIALS, AND PERSONNEL FROM FIRE OR OTHER DAMAGE PRIOR TO STARTING. THE CONTRACTOR SHALL SUBMIT THE APPROVED METHODS AND EQUIPMENT IN WRITING FOR THE OWNER AND ARCHITECT'S REVIEW PRIOR TO STARTING WORK
- 6. THE CONTRACTOR SHALL COMPLY WITH ALL SAFETY AND HEALTH LAWS AND REGULATIONS.
- 7. EXECUTION OF THE WORK WILL INVOLVE CONSIDERATION FOR ALLOWING THE OWNER TO CONTINUE THE OPERATION OF THE BUILDING AND THE BUSINESS IN THE FACILITY AND ADJACENT FACILITIES. PRIOR TO THE AWARD OF THE CONTRACT, THE CONSTRUCTION SCHEDULE PREPARED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE ARCHITECT AND SHALL BE COORDINATED WITH THE OWNER. OWNER'S APPROVAL OF THE PROPOSED SCHEDULE SHALL SUPERCEDE THE CONTRACT PROVIDED THE OVERALL TIME IS NOT CHANGED.
- 8. THE CONTRACTOR SHALL REVIEW ALL EXISTING CONDITIONS TO DETERMINE ALL SERVICES (ELECTRICAL, MECHANICAL AND PLUMBING) AFFECTED BY THE REPAIR WORK. THE CONTRACTOR SHALL MAKE NECESSARY TEMPORARY CONNECTIONS TO MAINTAIN EXISTING SERVICES TO ALL AREAS OF THE BUILDING DIRECTLY AND INDIRECTLY AFFECTED BY THE WORK. THE CONTRACTOR SHALL SUBMIT METHODS AND SCHEDULE OF CONNECTIONS TO THE OWNER FOR APPROVAL PRIOR TO BEGINNING WORK
- 9. AS THE WORK PROGRESSES, THE CONTRACTOR SHALL PRODUCE "AS-BUILT" DRAWINGS FOR THE INSTALLATION OF ALL REPAIR ITEMS UNDER THE CONTRACT. THE ARCHITECT WILL PROVIDE THE GENERAL CONTRACTOR WITH A SET OF REPRODUCIBLE PLANS FOR THIS PURPOSE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE AS-BUILT DRAWINGS ACCORDING TO THE JOB PROGRESS. EACH PAY REQUEST SUBMITTED BY THE CONTRACTOR SHALL BE ACCOMPANIED BY A COPY OF THE UPDATED AS-BUILT DRAWINGS.
- 10. THE CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" AT 800-242-8511, 48 HOURS (EXCLUDING WEEKENDS AND/OR HOLIDAYS) PRIOR TO DIGGING ANY EXCAVATION. "DIGGER'S HOTLINE" WILL CONTACT UTILITY COMPANIES TO LOCATE AND MARK THEIR UNDERGROUND FACILITIES. NO SUCH WORK SHALL COMMENCE PRIOR TO VERIFICATION THAT ALL UTILITIES HAVE RESPONDED.
- 11. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SHEATHING, REQUIRED FOR THE SAFETY AND PROPER EXECUTION OF THE WORK.

CODE SUMMARY:

ZONING CODE DATA:

ZONING	NMX	
	REQUIRED	PROVIDED
LOT WIDTH	40 FT	(33 FT)
FRONT YARD SETBACK	20 FT	(0" AT COMMERCIAL BLDG)
SIDE YARD SETBACK	4.7 FT = 10%	(13 FT (W) & 4.45 FT (E))
LOT AREA	N/A	(4,402 SF)
REAR YARD SETBACK	20	(18'-6")
MAX. LOT COVERAGE	75%	(71% PROPOSED)
MAX HT	(3) STORIES/40FT	(1 STR./16FT)
USABLE OPEN SPACE	N/A	
PARKING STALLS	NO MINIMUM	(1 NON-PUBLIC STALL)

BUILDING CODE DATA:

OCCUPANCY CLASSIFICATIONS:	R - RESIDENTIAL (1 DWELLING UNIT)
TYPE OF CONSTRUCTION:	v WOOD FRAME

AUTOMATIC SPRINKLER SYSTEM:

BUILDING OVERALL HEIGHT <15 FEET (ALLOWABLE (<30 FEET ACTUAL)

(1 STORY WITH NO BASEMENT)

FIRST FLOOR BUILDING AREAS

EXISTING: TOTAL FIRST FLOOR AREA: 651 GSF

AREA OF ALTERATION: TOTAL AREA OF ALTERATION: 652 GSF

PERCENT ALTERATION 100% OF TOTAL BUILDING

SLEEPING ROOM - EGRESS OPENING:

(IRC R310)

5.7 S.F. MIN. AND SILL HT. MAX. 44" A.F.F.

WINDOWS MUST HAVE >8% OF FLOOR AREA IN GLASS AREA

AND >4% OF FLOOR SPACE IN CLEAR OPENING

(0) TOTAL

VEHICLE PARKING STALLS (0)

APPLICABLE CODES

ZONING/MUNICIPAL CODE: THE CITY OF MADISON GENERAL ORDINANCE ZONED: NMX - NEIGHBORHOOD MIXED-USE

BUILDING CODE: 2018 UNIFORM DWELLING CODE

PLUMBING CODE: 20

MECHANICAL CODE: 201

ELECTRICAL CODE: 2019 WISCONSIN ELECTRICAL CODE - RESIDENTIAL

VEHICLE BARRIER FREE PARKING STALLS

ACCESSIBILITY CODE: 2009 ICC / ANSI A117.1

ENERGY CODE: 2015 INTERNATIONAL ENERGY CONSERVATION CODE

IN THE EVENT OF A CONFLICT BETWEEN CODES, STANDARDS OR COVENANTS, THE MORE

STRINGENT REQUIREMENT WILL APPLY.

TOILETS - PLUMBING FIXTURE COUNTS & CAPACITY

ALL NEW FIXTURES

NEW DOOR HARDWARE: SHALL MEET CURRENT CODES AND ACCESSIBILITY. NEW DOOR HARDWARE

TO ALLOW UNRESTRICTED EXISTING OUT OF THE BAR BUILDING.

NOTE: ALL DIMENSIONS GIVEN SHALL BE CONSIDERED TO BE "V.I.F." OR VERIFY-IN-FIELD

826

ICA NO. JBP 21-001

TITLE SHEET / CODE & SHEET INDEX

UDC
APRIL 14, 2021

A00

SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"



InSite Consulting Architects 115 E. Main / STE 200 Madison, Wisconsin 53703 608-204-0825 866-297-1762 (fax) info@icsarc.com

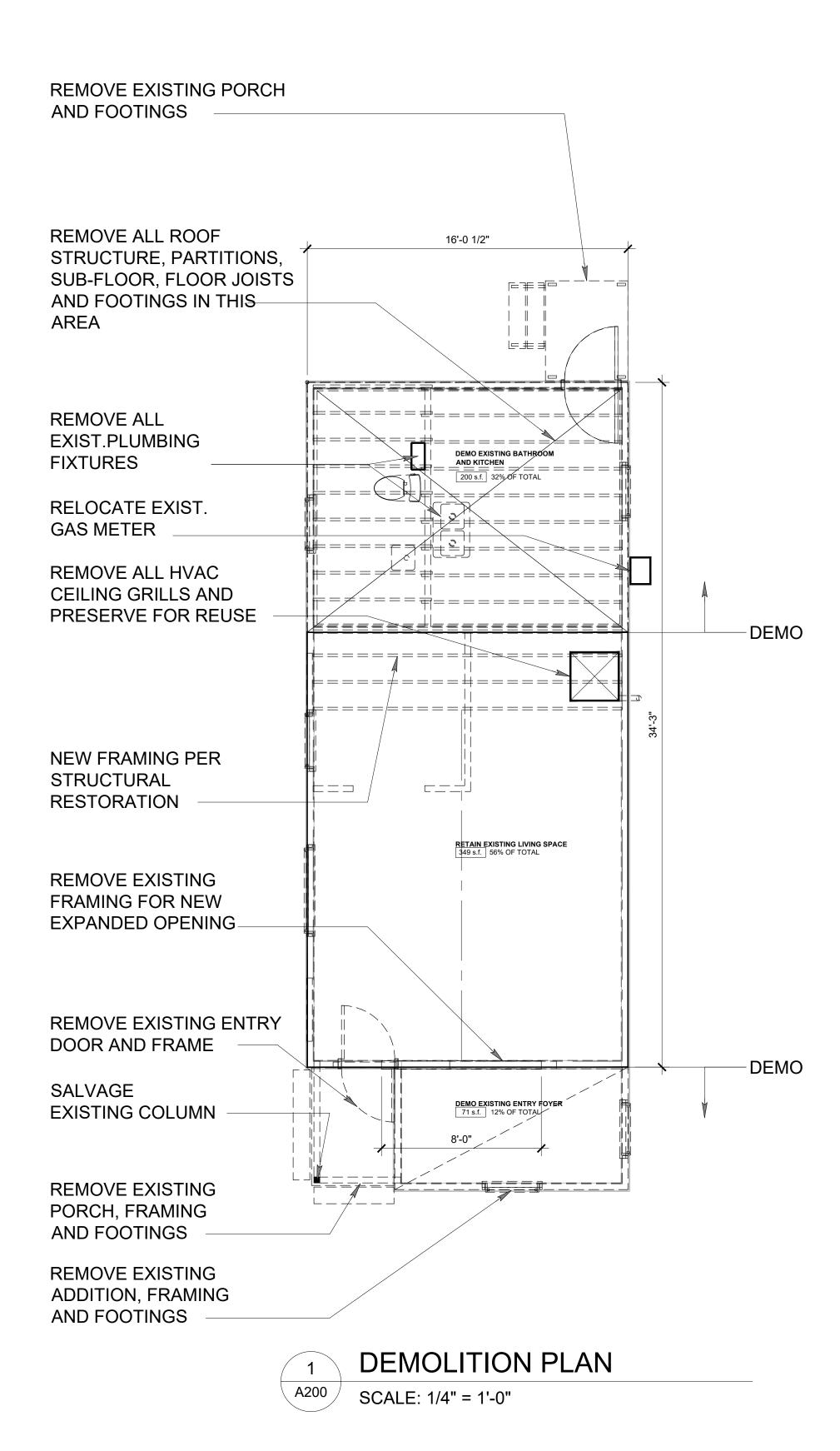
826 JOHNSON PAVILION HNSON STREET, MADISON, WI 53703

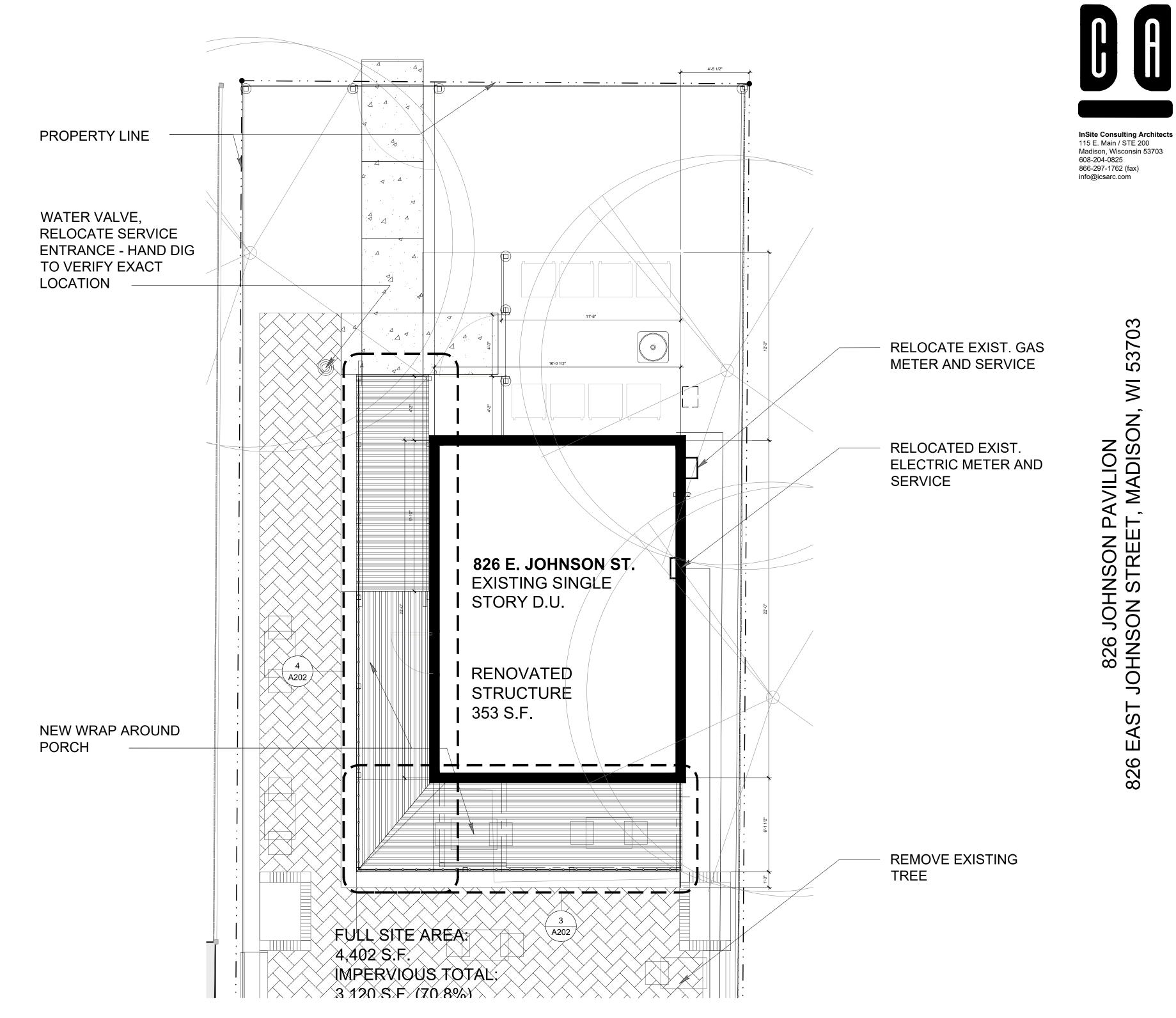
NOTE: ALL DIMENSIONS GIVEN SHALL BE CONSIDERED TO BE "V.I.F." OR VERIFY-IN-FIELD

ICA NO. JBP 21-001 SITE PLAN & LANDSCAPE PLAN

UDC APRIL 14, 2021

A100





PARTIAL RENOVATION SITE PLAN

SCALE: 1/4" = 1'-0"

NOTE: ALL DIMENSIONS GIVEN SHALL BE CONSIDERED TO BE "V.I.F." OR VERIFY-IN-FIELD

ICA NO. JBP 21-001

UDC APRIL 14, 2021

DEMOLITION PLANS

A200

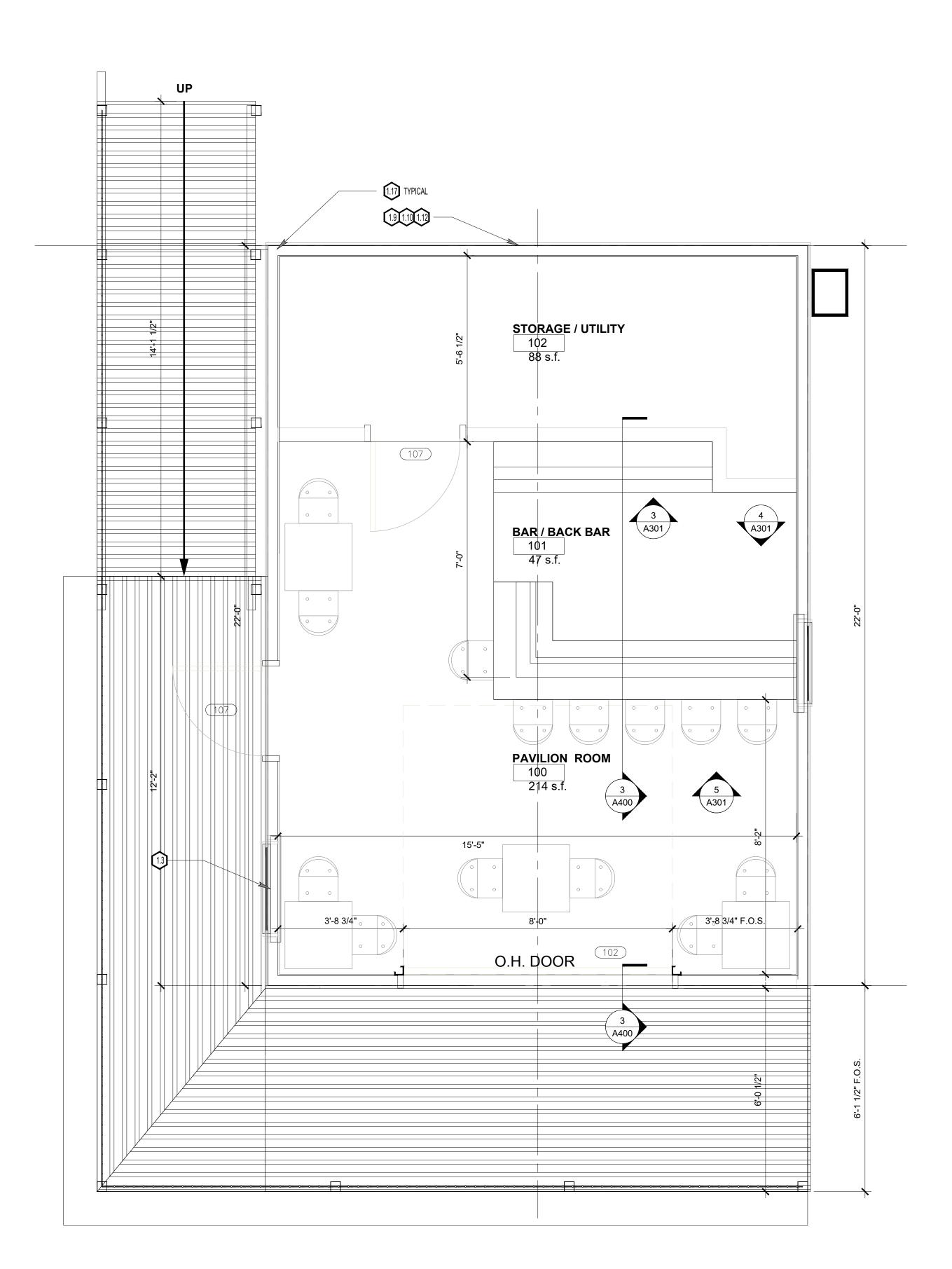
InSite Consulting Architects

Madison, Wisconsin 53703

115 E. Main / STE 200

866-297-1762 (fax)

info@icsarc.com







RENOVATION PLAN GENERAL NOTES

- 1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK.
- 2. ITEMS THAT ARE TO BE REMOVED AND REINSTALLED, OR SAVED, ARE TO BE TAGGED AND CAREFULLY STORED.
- AREAS AFFECTED BY DEMOLITION TO BE PATCHED, REPAIRED, AND LEVELED. PROVIDE SMOOTH & CONTINUOUS SURFACE TO MATCH EXISTING ADJACENT
- SURFACE (MATCH EXISTING CONDITION AT DOOR JAMBS). VERIFY IN FIELD. 4. THE CONSTRUCTION DOCUMENTS INDICATE THE OVERALL AREAS OF WORK. INCIDENTAL WORK ASSOCIATED, BUT NOT SHOWN ON THE CONSTRUCTION
- DOCUMENTS, MAY BE REQUIRED OUTSIDE THE PROJECT AREAS. THIS WORK IS PART OF THE CONTRACT, AND IS TO BE COMPLETED IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS, AT NO ADDITIONAL COST TO THE OWNER. 5. ALL ITEMS INDICATED TO REMAIN ARE TO BE PROTECTED FROM DAMAGE.
- REQUIRED TO MATCH ADJACENT SURFACE. SHORE OPENINGS AS REQUIRED, UPON REMOVAL OF DOORS. SECURE ALL NEW FRAMES PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE LINTELS

DAMAGED ITEMS ARE TO BE PATCHED & REPAIRED, OR REPLACED AS

- 7. ALL DIMENSIONS SHOWN ON DEMOLITION PLANS ARE FOR REFERENCE ONLY. COORDINATE LENGTH OF WALL REMOVAL WITH EXISTING CONDITIONS AND
- 8. ALL ITEMS SHOWN DASHED TO BE REMOVED. DEMOLITION DRAWINGS REPRESENT THE GENERAL SCOPE OF DEMOLITION WORK. CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL DEMOLITION WORK REQUIRED FOR NEW
- MAINTAIN STRUCTURAL INTEGRITY AT ALL TIMES. DO NOT REMOVE STRUCTURAL ELEMENTS UNLESS EXPLICITLY NOTED AND REPLACES WITH APPROPRIATE STRUCTURAL ELEMENTS.
- 10. WITHOUT GEOTECHNICAL TESTING; THE ASSUMED SOIL BEARING CAPACITY SHALL BE 1500 PSF

RENOVATION PLANKEY NOTES

GENERAL CONSTRUCTION / CARPENTRY:

- 1.1 NEW 5/8" MOISTURE RESISTANT GYPSUM WALL BOARD OVER VAPOR RETARDER MEMBRANE
- 1.2 NEW 5/8" GYPSUM WALL BOARD OVER VAPOR RETARDER MEMBRANE
- 1.3 NEW WINDOW HEADER
- 1.4 REFRAME OR LEVEL EXISTING FLOOR FRAMING BEFORE PATCHING SUBFLOOR TO RECEIVE NEW FLOOR COVERING OR REFINISHED WOOD
- 1.5 NEW "SCISSORS" FRAMING IS TO BE FOLLOWED WITH NEW INSULATION AND GYPSUM WALL BOARD PLANE FOR VAULTED CEILING
- 1.6 APPLICATION OF ADDITIONAL COMPLIANT INSULATION BY OWNER
- 1.7 NEW SONNA TUBE FOOTINGS TO 4'-0" BELOW GRADE TO SUPPORT NEW COLUMNS ON GALVANIZED BRACKETS WITH 1/2" CLEARANCE TO ANY HORIZONTAL MATERIAL
- 1.8 NEW GUARDRAILS AT 42" HEIGHT WITH VERTICAL BALUSTERS AT MAXIMUM 4" O.C. AND HANDRAILS AT BOTH SIDES OF STAIRS AT 34" ABOVE STAIR TREAD
- 1.9 NEW SILL PRESSURE TREATED 2X WOOD SILL PLATE AND SILL SEAL, 1/2" ANCHOR BOLTS AT 32" O.C.. SEE STRUCTURAL DETAIL.
- 1.10 NEW 20"W. x 10" D. CONCRETE FOOTING AT 4'-0" BELOW FINISHED GRADE AND NEW 8" CMU FOUNDATION WALL TO ALIGN WITH EXISTING FRAMING ABOVE. SEE STRUCTURAL NOTES AND DETAILS.
- 1.11 NEW 34" X 34"W. X 10" D. CONCRETE FOOTING AT 4'-0" BELOW FINISHED GRADE AND NEW 3" ADJUSTABLE STEEL COLUMN SUPPORTING NEW BEAM LINE. TIE INTO AND BEAR ON RESTORED EXISTING FOUNDATION/PIER SUPPORTS. SEE STRUCTURAL NOTES AND DETAILS.
- 1.12 NEW 2X4 WALL FRAMING @ 16" O.C., SHEATHING, BUILDING WRAP WRB AND CEMENT BOARD SIDING.
- 1.13 NEW 30" X 36"W. CRAWL-SPACE ACCESS PANEL 2-LAYERS OF 3/4" CDX
- 1.14 NEW 2X6 FLOOR JOISTS @16" O.C. SEE STRUCTURAL NOTES AND DETAILS.
- 1.15 CEILINGS WITHOUT ATTIC SHALL RECEIVE R30 INSULATION
- 1.16 CEILINGS WITH ATTIC SPACE TO RECEIVE R38 INSULATION
- 1.17 SPS 322.34 REQUIRES CRAWL SPACES TO HAVE VAPOR RETARDER OVER ALL EXPOSED SOIL AND R10 OF CONTINUOUS INTERIOR INSULATION AT FOUNDATION WALLS
- 1.18 INSTALL 9"BATT INSULATION ABOVE VAPOR RETARDER TO MEET LOCAL ENERGY CODE REQUIREMENT

RENOVATION OUTLINE SCOPE NOTES

WINDOWS / DOORS / OPENINGS:

- 3.1 LATEX PRIMER AND EGGSHELL WALL PAINT

- 10.1 NEW STAINLESS STEEL TWO COMPARTMENT SINK WITH DISPOSAL
- **10.2** NEW "WATERSENSE" COMPLIANT FAUCET
- **10.3** NEW "WATERSENSE" COMPLIANT SHOWER HEAD
- **10.4** NEW "WATERSENSE" COMPLIANT 1.23 GPF TOILET AND SHUT-OFF
- 10.5 NEW WALL-BOX LAUNDRY HOOK UP WITH WATER-HAMMER ARRESTORS AND
- 10.6 NEW "STUDOR" VENT FOR ISLAND SINK

11.1 NEW CEILING MOUNTED GRILL AND INSULATED FLEXIBLE DUCTWORK

- **11.2** WALL MOUNTED THERMOSTAT
- 11.3 DUCT AND LOUVERED EXHAUST FOR BATHROOM / RANGE HOOD FAN

- **12.1 N**EW 100 AMP ELECTRICAL SERVICE COORDINATED BY OWNER
- 12.2 NEW SMALL APERTURE SURFACE MOUNT LED DOWN LIGHTS BY OWNER
- 12.3 NEW CONNECTION FOR CLOTHES WASHER AND DRYER
- **12.4** CEILING MOUNTED BOX FOR FIXTURE BY OWNER
- 12.5 NEW CONNECTION FOR ELECTRIC (INDUCTION-TBD) COOK TOP AND OVEN
- 12.6 NEW CONNECTION FOR LIGHT AND EXHAUST FAN DUCTED TO THE EXTERIOR
- 12.8 NEW UNDERCOUNTER LED DOWN LIGHTS BY OWNER

2.1 FOR NEW DOORS AND FRAMES, SEE DOOR SCHEDULE

INTERIOR FINISHES / SYSTEMS:

- 3.2 WOOD TRIM TO RECEIVE LATEX PRIMER AND SATIN ENAMEL PAINT
- 3.3 ALL FLOOR FINISHES SELECTED AND INSTALLED BY OWNER

- 12.7 NEW GFIC OUTLETS AT ALL POTENTIALLY WET LOCATIONS (TYPICAL)

NOTE: ALL DIMENSIONS GIVEN SHALL BE CONSIDERED TO BE "V.I.F." OR VERIFY-IN-FIELD

ICA NO. JBP 21-001

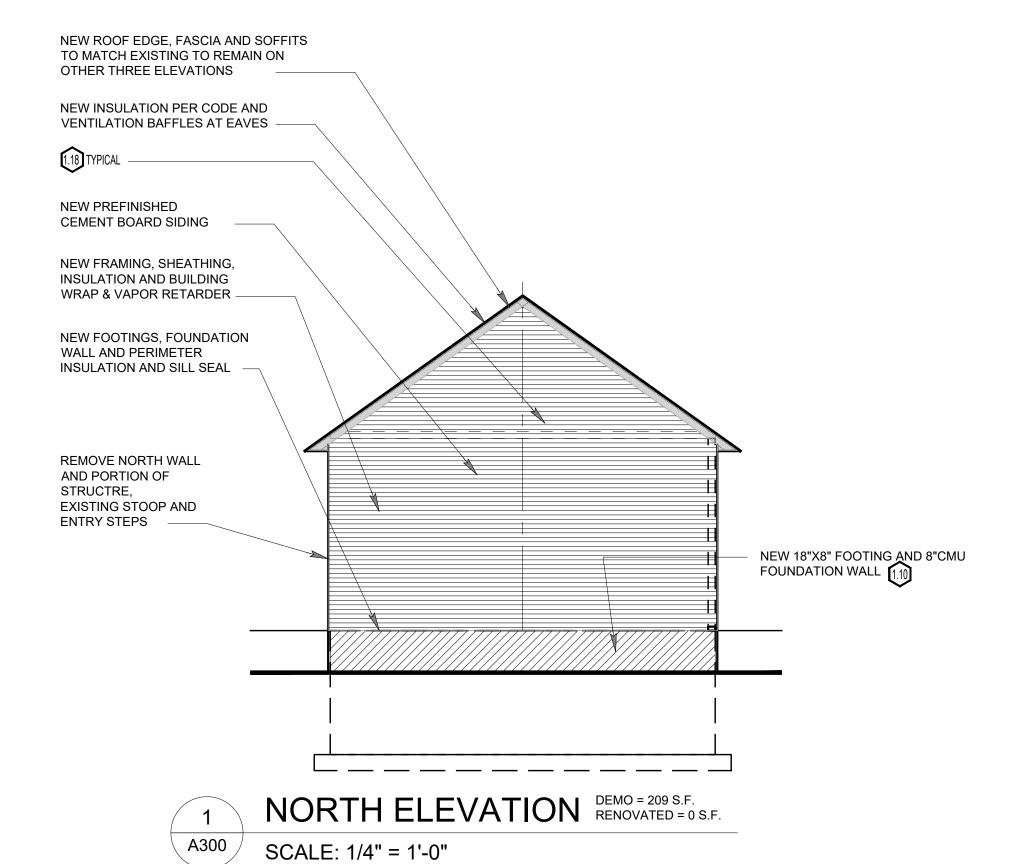
RENOVATION FLOOR PLAN

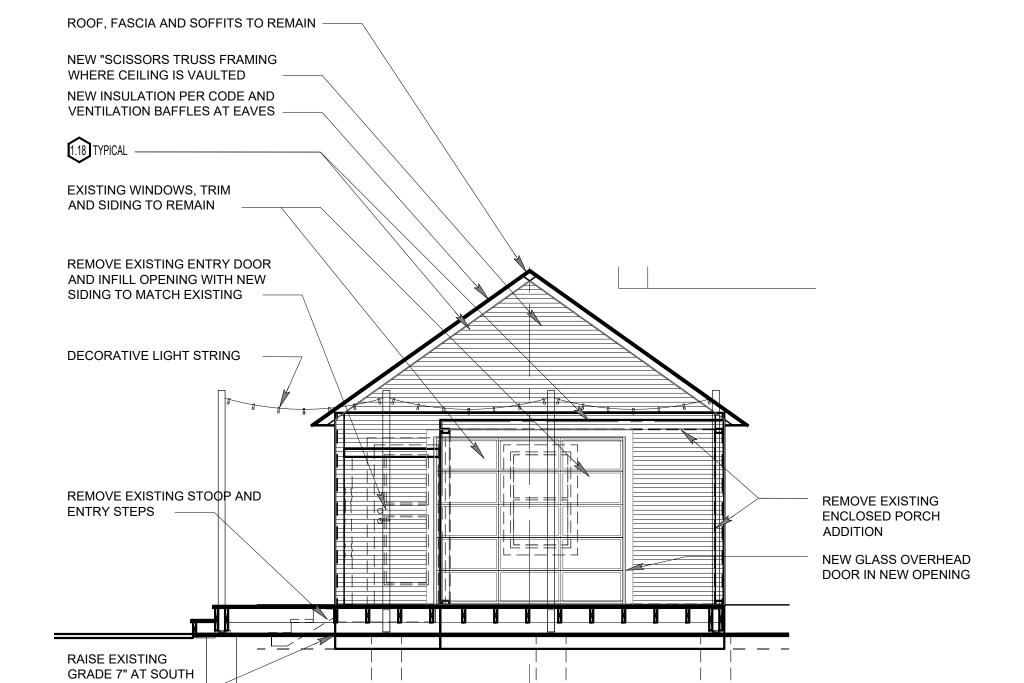
APRIL 14, 2021

NOTE: ALL DIMENSIONS GIVEN SHALL BE CONSIDERED TO BE "V.I.F." OR VERIFY-IN-FIELD

ICA NO. JBP 21-001

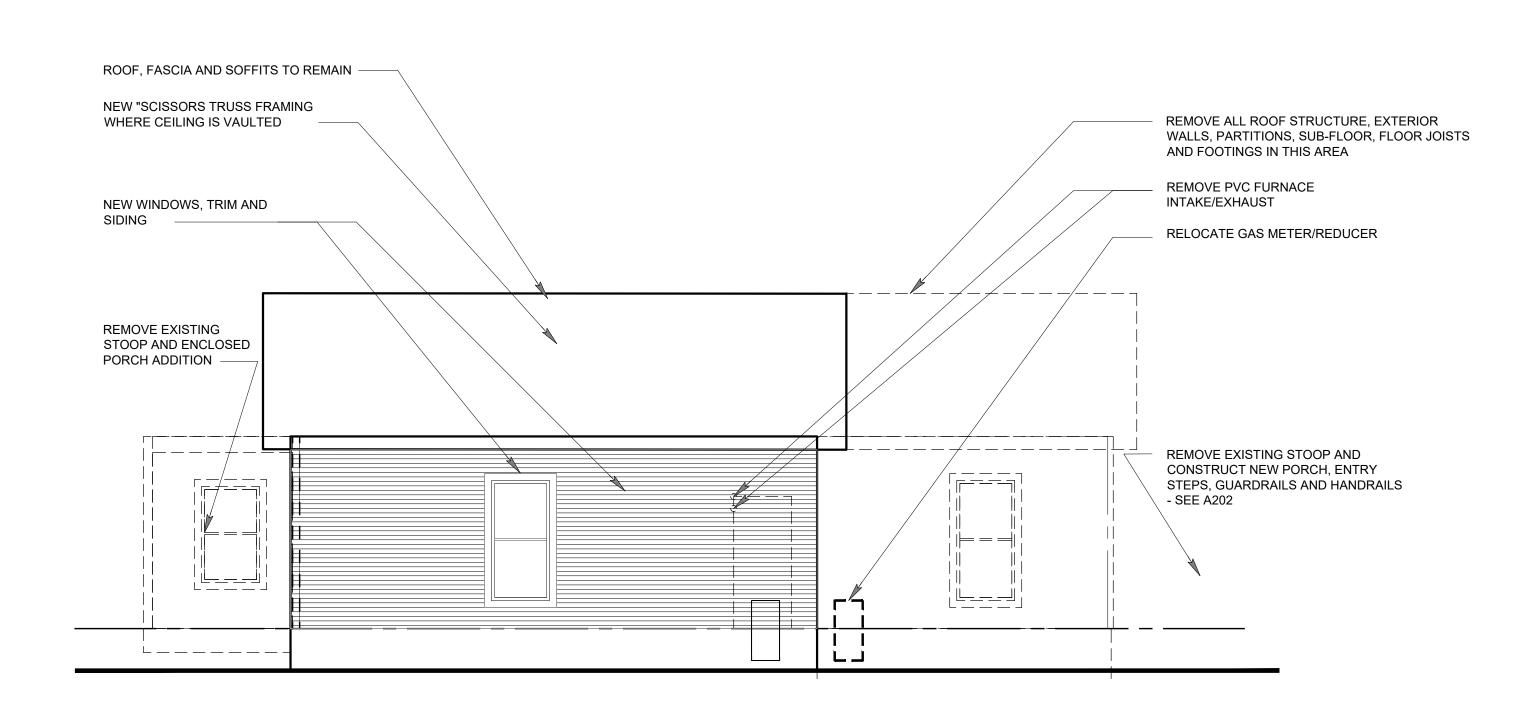
EXTERIOR ELEVATIONS UDC APRIL 14, 2021





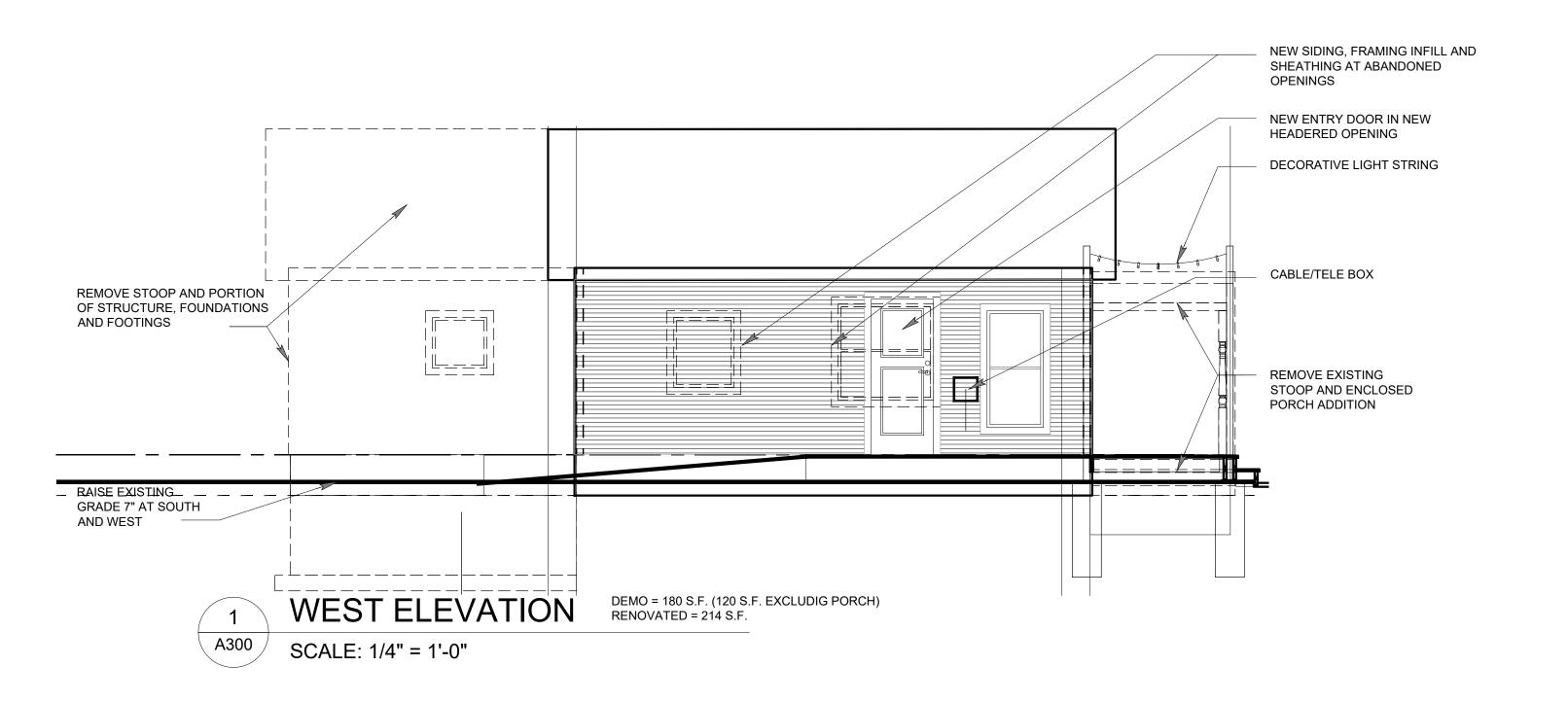


AND WEST



DEMO = 180 S.F. (120 S.F. EXCLUDIG PORCH) RENOVATED = 214 S.F. EAST ELEVATION

SCALE: 1/4" = 1'-0"



MoTiS Morrison Tills Studio

841 W. Lakeside Street Suite A Madison, WI 53715 608.709.1430 info@motisarch.com

05-03-19 1 PERMIT SET 2 SITE PLAN REVIEW 05-23-19

PROJECT NO: 1810 01/22/21

SHEET TITLE

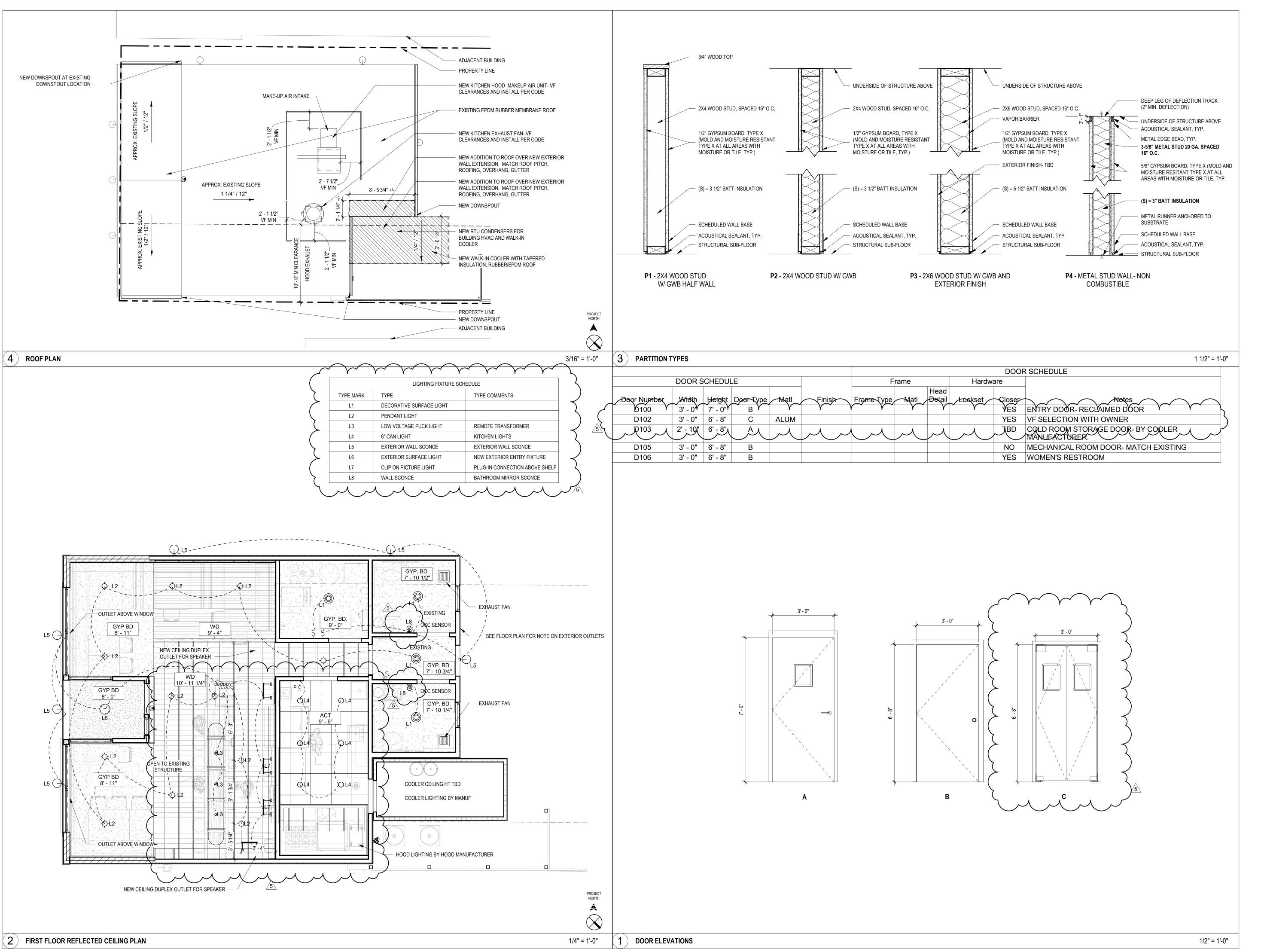
FIRST FLOOR PLAN

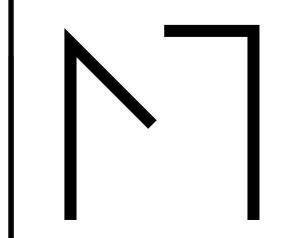
This document contains information proprietary to Morrison Tills Studio, LLC and is furnished in confidence for the limited purpose of evaluation, bidding or review. This document or its contents may not be used for any other purpose and may not be reproduced or disclosed to others without the prio written consent of Morrison Tills Studio, LLC.

All rights reserved Copyright 2021

FIRST FLOOR- REVISED FLOOR PLAN

1/2" = 1'-0"





MoTiS Morrison Tills Studio

841 W. Lakeside Street Suite A Madison, WI 53715 608.709.1430 info@motisarch.com

-

W nosibeM St. Madison W

No. Description Date
1 PERMIT SET 05-03-19
5 REVISED PLAN 01/22/21

PROJECT NO: **1810**DATE: 01/22/21

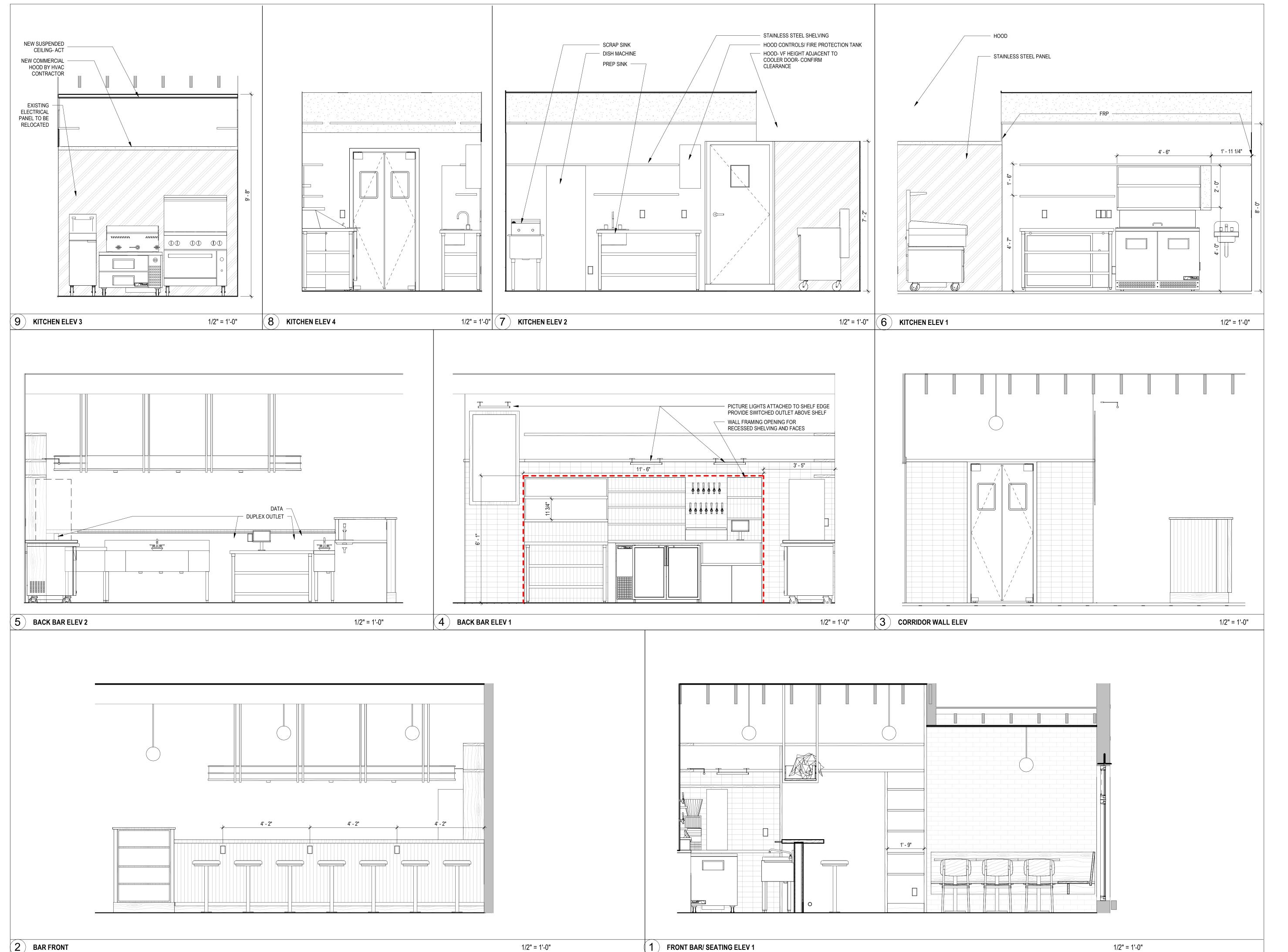
SHEET TITLE

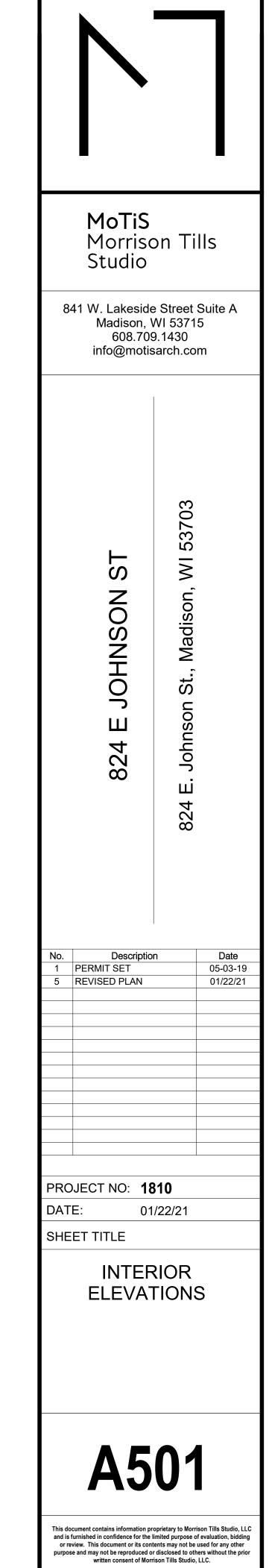
ROOF PLAN, RCP, PARTITION TYPES

A102

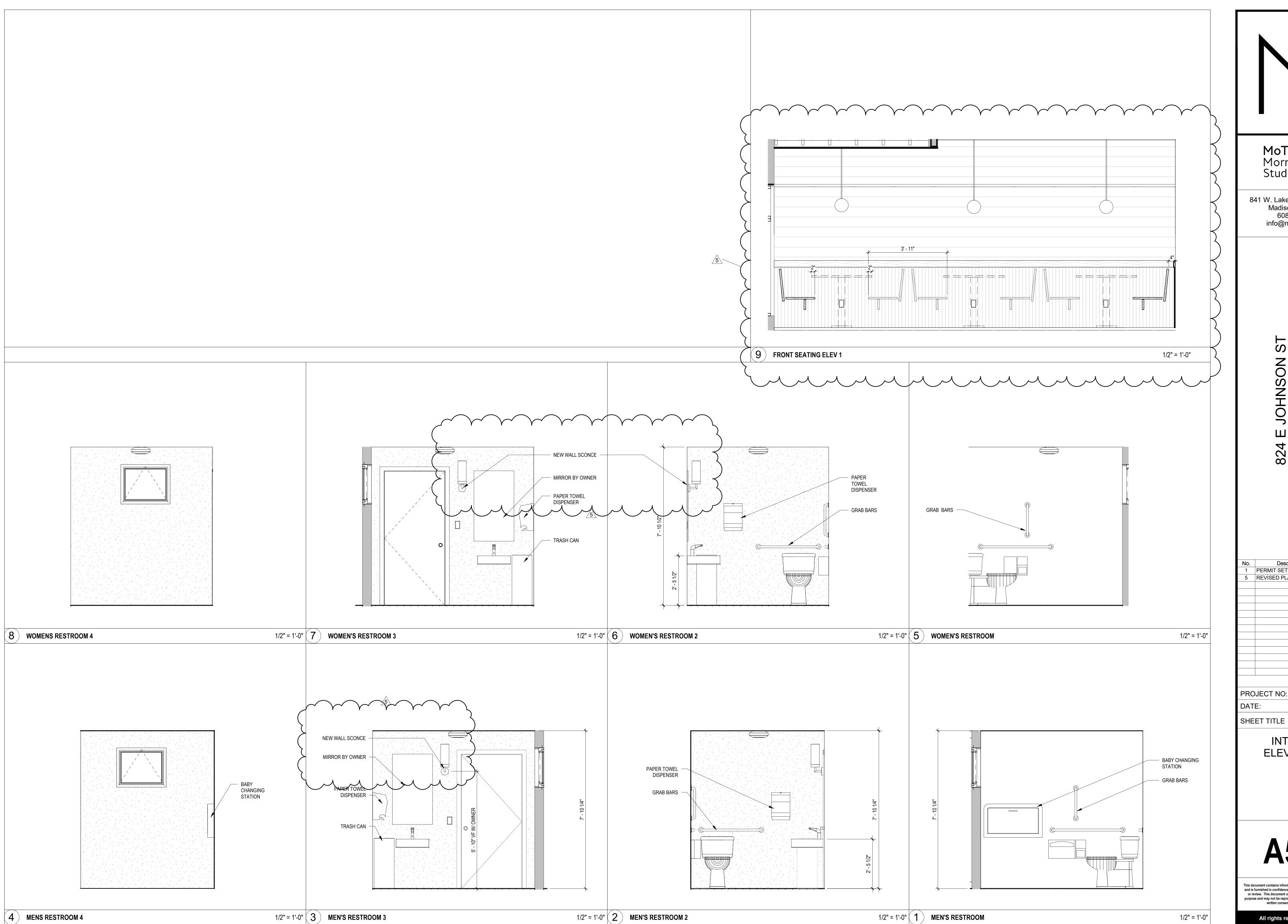
This document contains information proprietary to Morrison Tills Studio, LLC and is furnished in confidence for the limited purpose of evaluation, bidding or review. This document or its contents may not be used for any other purpose and may not be reproduced or disclosed to others without the prior

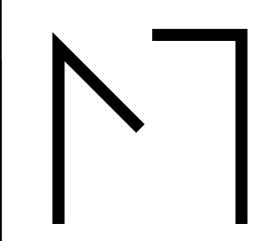
All rights reserved Copyright 2021





All rights reserved Copyright 2021





MoTiS Morrison Tills Studio

841 W. Lakeside Street Suite A Madison, WI 53715 608.709.1430 info@motisarch.com

Date 05-03-19 No. Description
1 PERMIT SET 01/22/21 5 REVISED PLAN

PROJECT NO: 1810 01/22/21

> INTERIOR **ELEVATIONS**

A502

This document contains information proprietary to Morrison Tills Studio, LLC and is furnished in confidence for the limited purpose of evaluation, bidding or review. This document or its contents may not be used for any other purpose and may not be reproduced or disclosed to others without the prior written consent of Morrison Tills Studio, LLC.

All rights reserved Copyright 2021













Document No.

MUTUAL ACCESS EASEMENT

This Mutual Access Easement (this "Agreement") is dated as of this _____ day of July, 2019, by and between 824 E. Johnson, LLC, a Wisconsin limited liability company ("824"), and L-H Apartments, LLC, a Wisconsin limited liability company ("L-H").

RECITALS:

The parties hereby acknowledge the following:

- A. 824 is the owner of certain real property located in the City of Madison, County of Dane, Wisconsin, and as further described on <u>Exhibit A</u> attached hereto (the "824 Parcel").
- B. L-H is the owner of certain real property located in the City of Madison, County of Dane, Wisconsin, and as further described on Exhibit B attached hereto (the "L-H Parcel").
- C. The parties desire to enter into this Agreement for the purposes of granting an easement for pedestrian egress and ingress benefiting the 824 Parcel and the L-H Parcel, consistent with the terms of this Agreement.

Return to:

Reinhart Boerner Van Deuren, s.c. Attn: Joseph Shumow 22 East Mifflin Street, Suite 600 Madison, WI 53703

251/0709-132-0928-9 251/0709-132-0927-1 Parcel Identification Numbers

AGREEMENTS:

In consideration of the Recitals and mutual agreements which follow, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>Grant of Access Easement</u>. 824 and L-H hereby grant for the benefit of the 824 Parcel, L-H Parcel, and all present and future agents, employees, licensees and invitees (collectively, the "Users"), a non-exclusive permanent easement over and across a portion of the 824 Parcel and L-H Parcel which is improved by a walkway along the property line between the 824 Parcel and the L-H Parcel (the "Easement Area") for the purposes of pedestrian ingress and egress to and from Johnson Street and their respective parcels.

- 2. <u>Limits on Use</u>. The Users shall not make any use of the Easement Area which unreasonably interferes with the use or enjoyment of the Easement Area by 824 and L-H or is in any manner inconsistent with the purposes of this Agreement. 824 and L-H agree that the use of the Easement Area is intended for access for employees to the building located on the north end of the 824 Parcel. Neither party shall materially increase the intensity of use of the Easement Area.
- 3. <u>Maintenance of the Easement Area</u>. 824 shall be responsible for the repair, maintenance and replacement of the Easement Area, including, without limitation, cleaning and sweeping, removal of snow, ice, refuse and debris, striping, repair of pavement and curbing and resurfacing, all of which repair, maintenance and replacement shall be performed in a workmanlike, diligent and efficient manner and in a manner to maintain such easement areas in good condition and in accordance with all applicable laws and governmental rules and regulations, provided, however, that L-H shall be responsible for repairing any damage caused by the negligence of L-H.
- 4. <u>No Obstruction</u>. Except for emergencies, the Easement Area shall not be materially obstructed by either party. Notwithstanding the foregoing, L-H may use the Easement Area to perform maintenance on the building located on the L-H Parcel.
- 5. <u>Duration</u>. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by 824, L-H and their respective successors and assigns.
- 6. <u>Indemnity</u>. 824 and L-H shall indemnify, defend and hold one another harmless from and against any and all loss, liability, claim, injury, damage and/or expense arising out of the indemnifying party's failure to comply with the provisions of this Agreement and out of the indemnifying party's negligence and willful misconduct.
- Default. In the event that any party shall default in the performance of any of its obligations under the terms of this Agreement, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the thirty (30) day period, provided the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting party shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party may attempt to cure the default and shall be reimbursed by the defaulting party for all reasonable, actual costs incurred in so doing, and the non-defaulting party can take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient. However, in no case shall any party have the unilateral right to terminate, cancel or otherwise render null and void any portion of this Agreement.

8. Miscellaneous.

- (a) Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or any other portion of the 824 Parcel and the L-H Parcel to the general public or for any public purpose whatsoever.
- (b) Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
- (c) No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- (e) This Agreement sets forth the entire understanding of the parties with respect to the easements granted herein and may not be changed except by a written document executed and acknowledged by L-H and 824, or their respective successors and assigns, and duly recorded in the office of the Register of Deeds for Dane County, Wisconsin.
- (f) All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- (g) This Agreement may be executed via facsimile or email and in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature Pages Follows]

IN WITNESS WHEREOF, L-H has caused this Agreement to be executed on the date first written above.

L-H APARTMENTS, LLC

		By: Rhecca Paulson Its: Member Manager	
State of Wis	sconsin) : SS		
County of 1	•		
July Membe	<u></u>	ersonally acknowledged before me on by Penecca, A. Paulson, as of L-H Apartments, LLC.	
[Sea	<i>b</i> 1]	Cultiday	
	CORINE A. FRIDAY Notary Public State of Wisconsin	(Covine A. Friday 1 Notary Public, State of Wisconsin My commission expires 10/15/2021)

IN WITNESS WHEREOF, 824 has caused this Agreement to be executed on the date first written above.

	824 E. JOHNSON, LLC	
	By:	
	Name:	
	Its:	
State of Wisconsin)		
: SS		
County of)		
This instrument	was personally acknowledged before me on	
	, 2019 by, as	
	of 824 E. Johnson, LLC.	
	·	
[Seal]		
	()
	Notary Public, State of Wisconsin	
	My commission	

This document was drafted by: Adam F. Jardine, Esq. Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202

EXHIBIT A

The Southwest One-half (SW ½) of Lot Fourteen, Block One Hundred Forty (140), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin.

EXHIBIT B

The Northeast ½ of Lot 15, Block 140, Original Plat of Madison, in the City of Madison, Dane County, Wisconsin.