

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
PARKING EASEMENT**

RE: See Attached Legal Description

**DECLARATION** made this 11<sup>th</sup> day of March, 2024 by and between J & A Commercial Properties LLC ("J&A") and JW Commercial Properties LLC ("JW") as follows:

**WITNESSETH:**

**Return to:**  
Atty. Brody C. Richter  
DeWitt LLP  
25 W. Main St., Ste. 800  
Madison, WI 53703

282/0811-053-5850-0

282/0811-053-5297-1

282/0811-053-5750-1

**Parcel Identification Number(s)**

**WHEREAS**, JW is the owner of certain real property located in the City of Sun Prairie and more particularly described as set forth on the attached **Exhibit A** ("537 W Main Street"); and

**WHEREAS**, J&A is the owner of certain real property located in the City of Sun Prairie and more particularly described as set forth on the attached **Exhibit B** ("603 W Main Street"); and

**WHEREAS**, JW is the owner of certain real estate located in the City of Sun Prairie and more particularly described as set forth on the attached **Exhibit C** ("526 Commercial Avenue");

**WHEREAS**, in connection with the City of Sun Prairie's approval of a site plan for 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue, JW and J&A have agreed to impose covenants, conditions, and restrictions on 603 W Main Street, 537 W Main Street, and 526 Commercial Avenue providing to each other access and parking rights under the terms and conditions set forth below; and

**WHEREAS**, this Declaration of Covenants, Conditions, and Restrictions for Parking Easement is to supersede, replace, and terminate a previous Declaration of Covenants, Conditions, and Restrictions for Parking Easement entered into between the property owners of 537 W Main Street and 526 Commercial Avenue.

**NOW, THEREFORE**, JW and J&A does hereby declare that 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue are and shall be held, transferred, sold, conveyed and occupied, subject to the following covenants, conditions, and restrictions:

**DOCUMENT #**

**5953518**

**03/28/2024 10:19 AM**

**Trans Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 11**

**\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\***

**1. Grant of Easement.** JW and J&A, as owners of 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue, hereby grant to each other for the benefit of future owners of their respective properties, a perpetual non-exclusive easement:

(a) The owner of 537 W Main Street hereby grants to the owners of 603 W Main Street and 526 Commercial Avenue for the benefit of future owners of 603 W Main Street and 526 Commercial Avenue, a perpetual non-exclusive easement to use any portion of 537 W Main Street that is used for vehicular parking or as drive aisles, including the joint asphalt driveway, for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from 603 W Main Street and 526 Commercial Avenue.

(b) The owner of 603 W Main Street hereby grants to the owners of 537 W Main Street and 526 Commercial Avenue for the benefit of future owners of 537 W Main Street and 526 Commercial Avenue, a perpetual non-exclusive easement to use any portion of 603 W Main Street that is used for vehicular parking or as drive aisles, including the joint asphalt driveway, for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from 537 W Main Street and 526 Commercial Avenue.

(c) The owner of 526 Commercial Avenue hereby grants to the owners of 537 W Main Street and 603 W Main Street for the benefit of future owners of 537 W Main Street and 603 W Main Street, a perpetual non-exclusive easement to use any portion of 526 Commercial Avenue that is used for vehicular parking or as drive aisles, including the joint asphalt driveway, for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from 537 W Main Street and 603 W Main Street.

All as more particularly shown on the site plan, attached hereto as **Exhibit D** and incorporated herein by reference. The areas described in (a), (b), and (c), above, are referred to as the Parking Areas.

**2. Use.** The owners of 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue shall have the right to use the Parking Areas on their respective property in any way consistent with the grant in this Declaration. Provided, however, the Parking Areas shall only be used and enjoyed in a manner that does not obstruct a party's free and unobstructed use or limit the number parking spots below seven as provided herein.

**3. Maintenance and Repairs.** The owner of 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue shall at all times maintain their respective Parking Areas and all driveways, walkways, and exits and appurtenances thereto as, including periodic patching, resurfacing, and restriping, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice. The owner of 537 W Main Street shall perform the maintenance on its Parking Area at its sole expense, the owner of 603 W Main Street shall perform the maintenance on its Parking Area at its sole expense, and the owner of 526 Commercial Avenue shall perform the maintenance on its Parking Area at its sole expense. The owner of the 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue shall be responsible for any damage they, their tenants, guests, licensees, or invitees may cause, either intentionally or through

negligence to the Parking Area on the other property, and shall promptly make all needed repairs, restoring the Parking Area to the condition it was in prior to such damage. Each party shall have the right, but not the duty, to perform any maintenance or repair for which the obligation of performance is imposed on the other party to this Declaration. This right may only be exercised if within 15 days of delivery of written, the responsible party has continued to fail to perform the maintenance or repair that is the subject of the notice. A party performing maintenance or repair imposed on the other party to this Declaration shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the cost incurred.

4. **Covenants Run With Land.** All the terms, conditions, covenants and other provisions contained in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the owner of the 537 W Main Street, the owner of the 603 W Main Street, and 526 Commercial Avenue, and their respective successors and assigns. The easements granted under this Declaration are easements appurtenant to 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue respectively and may not be transferred separately from, or severed from, title to 537 W Main Street, 603 W Main Street, and 526 Commercial Avenue respectively.

5. **Non-Use.** Non-use or limited use of the easements rights granted herein shall not prevent the benefiting party from later use of the same to the fullest extent authorized herein.

6. **Governing Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. **Entire Agreement.** This Declaration sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by the owner of 537 W Main Street, the owner of 603 W Main Street, and the owner of 526 Commercial Avenue and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

8. **Notices.** All notices to any party to this Declaration 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. A party may change its address for notice by written notice to the other parties.

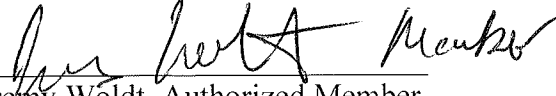
9. **Invalidity.** If any term, covenant, or condition of this Declaration or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

10. **Waiver.** No delay or omission by any party in exercising any right or power occurring upon any default, non-compliance or failure of performance of any of the provisions of this Declaration shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Declaration.

**11. Termination.** This Declaration of Covenants, Conditions, and Restrictions for Parking Easement supersedes, replaces, and terminates any and all previous Declaration of Covenants, Conditions, and Restrictions for Parking Easement entered into concerning the properties described in Exhibits A, B, and C.

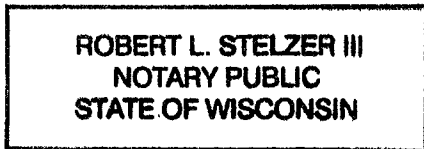
**J & A Commercial Properties LLC**

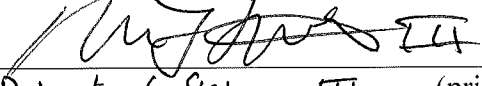
Date: March 11, 2024

By:   
Jeremy Woldt, Authorized Member

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )


Personally came before me this 11 day of March, 2024, the above-named Jeremy Woldt, as an Authorized Member of J & A Commercial Properties LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



  
Robert L Stelzer III (print name)  
Notary Public, Dane County, WI.  
My commission expires: 12/20/25

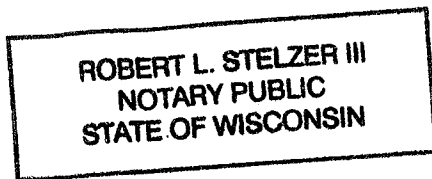
**JW Commercial Properties LLC**

Date: March 11, 2024

By:   
Jeremy Woldt, Authorized Member

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this 11 day of March, 2024, the above-named Jeremy Woldt, as an Authorized Member of JW Commercial Properties LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]  
Robert L Stelzer III (print name)  
Notary Public, Dane County, WI.  
My commission expires: 12/20/25

### MORTGAGEE CONSENT

Bank of Sun Prairie represents that it is the mortgagee of all of the land owned by JW Commercial Properties LLC and J & A Commercial Properties LLC which is affected by this Declaration and as mortgagee, consents and approves of the provisions of the Declaration.

For Bank of  
Sun Prairie

By: [Signature] VP  
Robert L Stelzer III

Attest: [Signature] VP  
Robert L Stelzer III

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

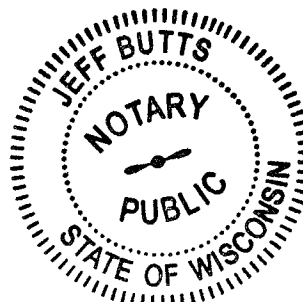
This instrument was acknowledged before me on 3/11/24 by Robert Stelzer, the ~~(name of officer)~~ of ~~(name of mortgagee)~~.

VP        Bank of Sun Prairie

[Signature]  
[Signature]

Notary Public, State of Wisconsin  
My Commission 6/1/26

This instrument drafted by:  
Attorney Robb M. Evans  
DeWitt LLP  
2 E. Mifflin St., Ste. 600  
Madison, WI 53703



## **EXHIBIT A**

### **Legal Description of 537 W Main Street**

#### **Legal Description:**

That part of Outlot 20 of the Assessor's Plat of the Village of Sun Prairie, formerly in the Village of Sun Prairie, now in the City of Sun Prairie, Dane County, Wisconsin, which is described as follows: Beginning at the Northeast corner of Outlot 18 of Assessor's Plat of the Village of Sun Prairie; thence Northeasterly along the Southerly line of Main Street as same is now widened (referring to deed recorded in Volume 531 of Deeds on page 523), 120.0 feet; thence South parallel to the East line of said Outlot 18 for a distance of 165.0 feet; thence Southwesterly parallel to the South line of Main Street, as the same is now widened (referring to deed recorded in Volume 531 of Deeds on page 523), 120.0 feet to the Southeast corner of said Outlot 18; thence North along the East line of said Outlot 18 for a distance of 165.0 feet to the point of beginning.

**Parcel Address:** 537 West Main Street

**Parcel Number:** 282/0811-053-5850-0

## **EXHIBIT B**

### **Legal Description of 603 W Main Street**

**Legal Description:**

Outlots Seventeen (17) and Eighteen (18), Assessor's Plat of the Village of Sun Prairie, in the City of Sun Prairie, Dane County, Wisconsin, EXCEPT those lands conveyed to the City of Sun Prairie by Quit Claim Deed recorded as Document No. 4272719.

**Parcel Address:** 603 West Main Street

**Parcel Number:** 282/0811-053-5297-1



## **EXHIBIT C**

### **Legal Description of 526 Commercial Avenue**

#### **Legal Description:**

Part of Outlot Twenty (20), Assessor's Plat of the Village of Sun Prairie, in the City of Sun Prairie, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Outlot 18, said Assessor's Plat; thence Northeasterly along the Southeasterly boundary of said Outlot 18, and Southeasterly boundary extended, for a distance of 186.0 feet to the point of beginning of this description; thence Northerly parallel to the East line of said Outlot 18 for a distance of 45.0 feet; thence Northeasterly parallel to the Southerly line of Main Street for a distance of 60.0 feet; thence Southerly parallel to the East line of said Outlot 18 for a distance of 42.15 feet; thence North  $81^{\circ}58'$  East for a distance of 156.8 feet to the East line of Outlot 20; thence Southerly along the east line of Outlot 20 for a distance of 193.4 feet to the North line of Commercial Avenue; thence South  $74^{\circ}00'$  West on a chord of a curve to the left for a distance of 104.0 feet to the point of tangency on the North line of said Commercial Avenue; thence continue South  $68^{\circ}52'$  West along the North line of Commercial Avenue to a point which extended Northerly to the point of beginning will create a West boundary line parallel to the East boundary line of this description; thence Northerly along said West boundary line so created and extended to the point of beginning.

**Parcel Address:** 526 Commercial Avenue

**Parcel Number:** 282/0811-053-5750-1

## **EXHIBIT D**

### **Site Plan**

