

JOINT DRIVEWAY AND PARKING LOT EASEMENT

THIS AGREEMENT is made and entered into this 3rd day of October, 1980, by, between and among the Association of Unit Owners' of Northbrook Village Condominium (hereinafter "Association"), Monson Construction Co., Inc., (hereinafter "Monson"), and Roy T. Haase (hereinafter "Haase"),

W I T N E S S E T H:

WHEREAS, Haase was heretofore the owner of Lots 1 through 3, inclusive, of Certified Survey No. 2407, recorded in Volume 9 of Certified Surveys on Page 299, as Document No. 1519076, Dane County, Wisconsin Registry; and

WHEREAS, Haase has previously subjected parts of Lots 2 and 3 (hereinafter "Tract 1"), Certified Survey No. 2407, in the City of Middleton, Dane County, Wisconsin, to a Declaration of Condominium (hereinafter "Original Declaration"), as Phase 1, Northbrook Village Condominium, and has recorded same in Vol. 1023 of Records, Page 201, as Document No. 1604260 in the Office of the Register of Deeds for Dane County, Wisconsin, and has previously subjected other parts of Lots 2 and 3, hereinafter (Tract 2"), Certified Survey No. 2407, in the City of Middleton, Dane County, Wisconsin to a Supplementary Declaration of Condominium, as Phase 2, Northbrook Village Condominiums, and has recorded same as Document No. 1614061 in the Office of the Register of Deeds for Dane County, Wisconsin; and

WHEREAS, the Association is constituted of all of the Unit owners of Phases 1 and 2 of Northbrook Village Condominiums, acting as a group, and is empowered to grant easements through or over the common element of said Condominiums, pursuant to Wisconsin Statutes §703.15(3); and

WHEREAS, Haase, as the owner of more than 75% of the units and the person entitled to manage the Association of unit owners, Under Article III, A., of the Declaration, is entitled and

(6)

empowered to execute this Agreement on behalf of the Association of Unit Owners; and

WHEREAS, Monson on February 19, 1980 purchased Lot 1 and part of Lot 3 (hereinafter "Tract 3"), Certified Survey No. 2407, in the City of Middleton, Dane County, Wisconsin, by Warranty Deed and is the owner thereof; and

WHEREAS, the said Tracts 1, 2 and 3 are contiguous and have one or more boundary lines in common between them; and

WHEREAS, the said Tracts are not the homestead property of any party hereto, and

WHEREAS, the City of Middleton has permitted only one driveway for ingress and egress from Tracts 1, 2 and 3 to Century Avenue, and

WHEREAS, Monson has determined not to bring Tract 3 into the Association, yet requires access of ingress and egress to said Tract 3, from Century Avenue, and

WHEREAS, the parties hereto agree that since the prior actions of the City of Middleton have made it necessary that the owners of Tracts 1, 2 and 3 must share the one existing driveway and access to Century Avenue; that it is therefore fair and reasonable that all users of said driveway and access should share in the costs and expenses of maintaining same, and that it is in the best interests of all such owners that they do in fact share the use and maintenance of the driveway and also the parking areas upon and adjacent to each of the said Tracts; all as described herein, and

WHEREAS, the parties hereto agree that it is in the best interest of all of such parties that such shared use, maintenance, costs and expenses be defined and incorporated in a written agreement between the said parties;

NOW, THEREFORE, in consideration of the mutual promises herein set forth and for other valuable consideration, the receipt of which is hereby confessed and acknowledged, the parties hereto do hereby agree as follows:

1. Each owner of each of the above-described Tracts or part thereof, for himself, his heirs, legal representatives, successors and assigns, does hereby grant to every other owner of a Tract or part thereof described herein, a perpetual easement as limited herein for vehicular and pedestrian travel over those areas of the Total Parking Area, as indicated on the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference, which lie within Tracts 1, 2 and 3. Said easements shall be used jointly, but exclusively, as provided herein, by the undersigned and all future owners of any interest in the Tracts described herein, as well as any of their tenants, guests and invitees.

2. The owners of Tracts 1 and 2 shall collectively pay 75 %, and the owner or owners of Tract 3 shall collectively pay 25%, of the cost of ordinary maintenance and repairing and maintaining said driveways and parking areas, shown as The Total Parking Area on the attached Exhibit A, including the cost of resurfacing, striping, seal coating, and/or snow removal from said driveways and parking areas.

The owners of the Tracts described herein shall jointly arrange for the undertaking of any repair or maintenance contemplated by this Agreement with the party or parties who shall perform said work, and that each owner of the Tracts described herein shall be responsible for payment of his pro rata share, by paying same directly to the party or parties performing the work described herein.

3. The easements granted herein shall be limited as follows:

A. With respect to Parcels A, K and BB, as indicated on the Site Plan attached hereto as Exhibit A, the Unit owners of Tracts 1 and 2, their respective heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing, are hereby granted a perpetual easement for ingress and egress, and for purposes of backing or turning vehicles, but shall not park any vehicles within said Parcels

A, K or BB, said parking rights being reserved for the exclusive benefit of Monson, his heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing.

B. With respect to Parcels F and J, as indicated on the Site Plan attached hereto as Exhibit A, Monson and the unit owners of Tract 1, their respective heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing, are hereby granted a perpetual easement for ingress and egress, and for purposes of backing or turning vehicles, but shall not park any vehicle within said Parcels F or J, said parking rights being reserved for the exclusive benefit of the unit owners of Tract 2, their heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing.

C. With respect to Parcels CC, D, E, G, H and I, as indicated on the Site Plan attached hereto as Exhibit A, Monson and the unit owners of Tract 2, their respective heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing, are hereby granted a perpetual easement for ingress and egress, and for purposes of backing or turning vehicles, but shall not park any vehicles within said Parcels CC, D, E, G, H or I, said parking rights being reserved for the exclusive benefit of the unit owners of Tract 1, their heirs, legal representatives, successors and assigns, or any guests, invitees or tenants of any of the foregoing.

D. There shall not be any parking of vehicles on the areas described in the attached Exhibit A as Total Parking Area except as expressly provided herein, and then only in those areas of the said parcels described herein which are specifically so designated, by striping and/or numbering, or otherwise, for vehicular parking purposes; nor shall there be any obstructions

of any kind placed on said driveway areas by the owners of the Tracts described herein, their heirs, legal representatives or assigns, or any guests, invitees or tenants of any of the foregoing.

4. The express intention of this Agreement is that all Tracts described herein shall be subject to, and the owners and users of all Tracts described herein shall be bound by, the easements described herein, which shall be deemed to run with the lands benefited thereby, all as set forth herein; and the terms hereof shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and of the owners of the Tracts described herein.

5. Any Deed to any of the Tracts described herein, or parts thereof, shall be deemed to incorporate the terms of this Agreement, whether or not the Deed to any Tract described herein, or part thereof, shall make express reference to the easements described herein.

THIS AGREEMENT may be signed in counterparts, and when so signed, shall constitute one agreement, binding on all grantees from Haase.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals respectively, all as of the day and year first above written.

Association of Unit Owners of
Northbrook Village Condominiums

By: Roy T. Haase

Roy T. Haase, Declarant of Northbrook Village Condominiums, and owner of more than 75% of the Condominium Units in Phases 1 and 2 of Northbrook Village Condominiums.

Monson Construction Co., Inc.

By: Terry A. Monson

Terry A. Monson, President

Donna J. Lindauer
Donna Lindauer, Secretary

STATE OF WISCONSIN)
) ss
 COUNTY OF DANE)

Personally came before me this 31 day of October, 1980, the above named Roy T. Haase, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
 Notary Public, Dane County, Wisconsin

My Commission: [Signature]

STATE OF WISCONSIN)
) ss
 COUNTY OF DANE)

Personally came before me this 3rd day of October, 1980, Terry A. Monson, President, and Donna Lindauer, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

[Signature]
 Notary Public, Dane County, Wisconsin

My Commission: 9-27-81
 expires

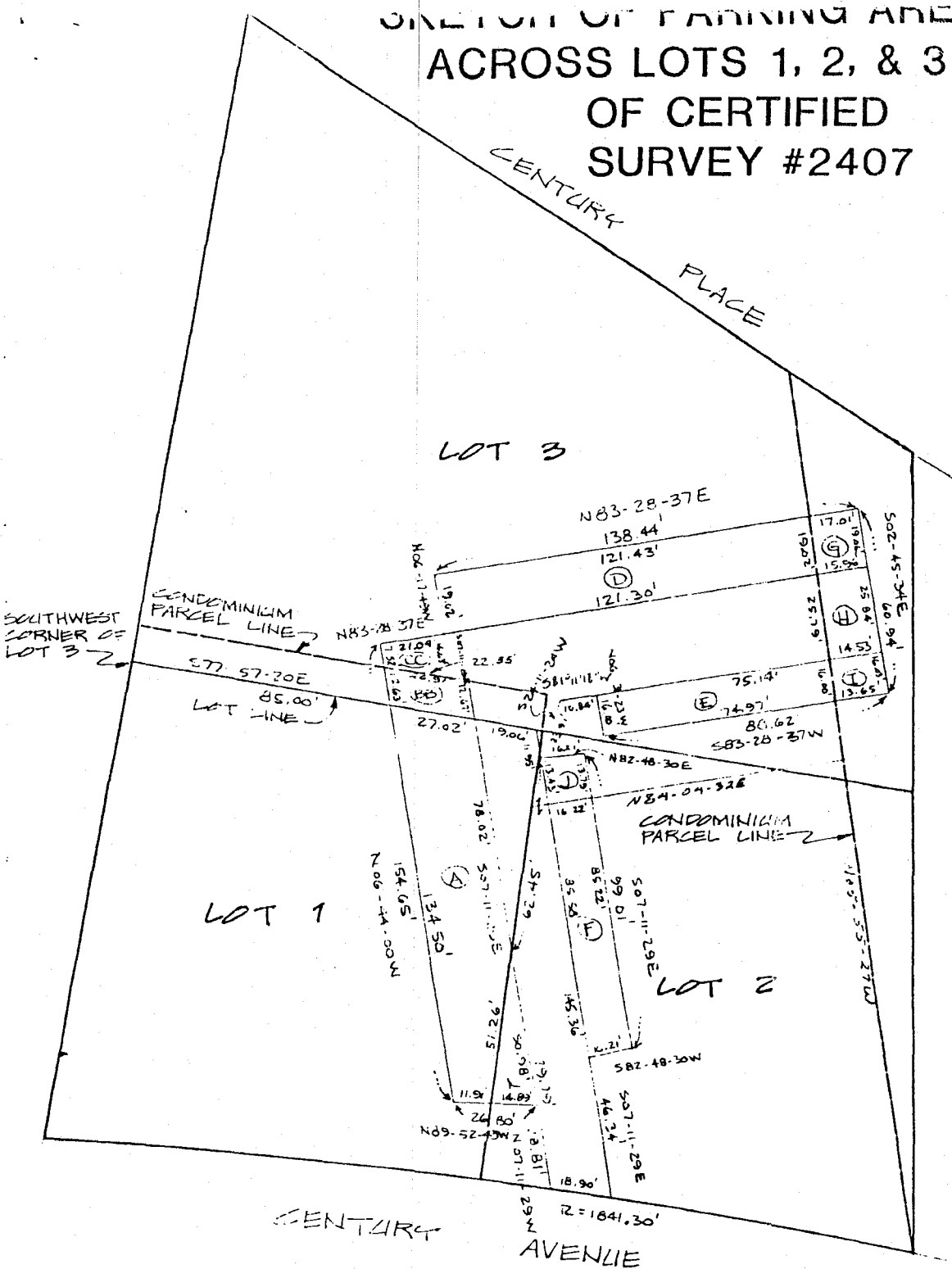
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 25.00. 7-11-81
 200. 10. 2. 11. 53103*

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of deeds

SKETCH OF PARKING AREA ACROSS LOTS 1, 2, & 3 OF CERTIFIED SURVEY #2407



**D'ONOFRIO KOTTKE
AND ASSOCIATES, INC.**
7330 WESTWARD WAY
MADISON, WISCONSIN 53717
AREA CODE: 608-836-3241

EXHIBIT "A" SITE PLAN
PAGE 1 OF 12

JOB NO. 80 00 112
SCALE: 1" = 40'
DATE: SEPTEMBER 1

TOTAL PARKING AREA

Part of Lots 1, 2, & 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 20.15 feet to the point of beginning; thence N83°28'37"E, 21.04 feet; thence N06°17'49"W, 19.02 feet; thence N83°28'37"E, 138.44 feet; thence S02°45'34"E, 60.94 feet; thence S83°28'37"W, 88.62 feet; thence N06°31'23"W, 16.00 feet; thence S81°11'18"W, 10.84 feet; thence S24°11'24"W, 23.91 feet; thence N82°48'30"E, 16.21 feet; thence S07°11'29"E, 99.01 feet; thence S82°48'30"W, 16.21 feet; thence S07°11'29"E, 46.34 feet to a point on a curve; thence Northwesterly on a curve to the left which has a radius of 1841.30 feet and a chord which bears N79°25'47"W, 18.90 feet; thence N07°11'29"W, 28.81 feet; thence N89°52'43"W, 26.80 feet; thence N06°44'00"W, 154.65 feet to the point of beginning. Contains 16,192 square feet.

D'Onofrio, Kottke & Associates, Inc.
7530 Westward Way
Madison, WI 53717

FN: 80 02 112
September 10, 1980
15A:80-02-112

PARCEL BB

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet to the point of beginning; thence N06°44'00"W, 12.63 feet; thence S77°57'20"E, 26.91 feet; thence S07°11'29"E, 12.67 feet; thence N77°57'20"W, 27.02 feet to the point of beginning. Contains 323 square feet.

D'Onofrio, Kottke & Associates, Inc.
7530 Westward Way
Madison, WI 53717

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September 10, 1980
15A:80-02-112

PARCEL CC

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 12.63 feet to the point of beginning; thence continuing N06°44'00"W, 7.52 feet; thence N83°28'37"E, 21.04 feet; thence S07°11'29"E, 14.63 feet; thence N77°57'20"W, 22.35 feet to the point of beginning. Contains 233 square feet.

D'Onofrio, Kottke & Associates, Inc.
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FN: 80 02 112
September 10, 1980
15A:80-02-112

PARCEL D

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 20.15 feet; thence N83°28'37"E, 21.04 feet to the point of beginning; thence N06°17'49"W, 19.02 feet; thence N83°28'37"E, 121.43 feet; thence S05°55'27"E, 19.02 feet; thence S83°28'37"W, 121.30 feet to the point of beginning. Contains 2308 square feet.

D'Onofrio, Kottke & Associates, Inc.
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FN: 80 02 112
September 10, 1980
15A:80-02-112

PARCEL E

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence $S77^{\circ}57'20''E$, 85.00 feet; thence $N06^{\circ}44'00''W$, 20.15 feet; thence $N83^{\circ}28'37''E$, 142.34 feet; thence $S05^{\circ}55'27''E$, 25.79 feet to the point of beginning; thence continuing $S05^{\circ}55'27''E$, 16.00 feet; thence $S83^{\circ}28'37''W$, 74.97 feet; thence $N06^{\circ}31'23''W$, 16.00 feet; thence $N83^{\circ}28'37''E$, 75.14 feet to the point of beginning. Contains 1201 square feet.

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PARCEL F

Part of Lot 2, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of Lot 3 of said Certified Survey No. 2407; thence S77°57'20"E, 134.52 feet to the Northwest corner of said Lot 2; thence S09°33'40"W, 11.30 feet; thence S07°11'29"E, 13.43 feet to the point of beginning; thence N84°04'32"E, 16.22 feet; thence S07°11'29"E, 85.22 feet; thence S82°48'30"W, 16.21 feet; thence N07°11'29"W, 85.58 feet to the point of beginning. Contains 1384 square feet.

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15A:80-02-112

PARCEL G

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 20.15 feet; thence N83°28'37"E, 142.34 feet to the point of beginning; thence N05°55'27"W, 19.02 feet; thence N83°28'37"E, 17.01 feet; thence S02°45'34"E, 19.06 feet; thence S83°28'37"W, 15.96 feet to the point of beginning. Contains 313 square feet.

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PARCEL H

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 20.15 feet; thence N83°28'37"E, 142.34 feet to the point of beginning; thence continuing N83°28'37"E, 15.96 feet; thence S02°45'34"E, 25.84 feet; thence S83°28'37"W, 14.53 feet; thence N05°55'27"W, 25.79 feet to the point of beginning. Contains 393 square feet.

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PARCEL I

Part of Lot 3, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of said Lot 3; thence S77°57'20"E, 85.00 feet; thence N06°44'00"W, 20.15 feet; thence N83°28'37"E, 142.34 feet; thence S05°55'27"E, 25.79 feet to the point of beginning; thence N83°28'37"E, 14.53 feet; thence S02°45'34"E, 16.03 feet; thence S83°28'37"W, 13.65 feet; thence N05°55'27"W, 16.00 feet to the point of beginning. Contains 225 square feet.

D'Onofrio, Kottke & Associates, Inc.
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Madison, WI 53717

FN: 80 02 112
September 10, 1980
15A:80-02-112

PARCEL J

Part of Lot 2, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of Lot 3 of said Certified Survey No. 2407; thence S77°57'20"E, 134.52 feet to the Northwest corner of said Lot 2; thence S09°33'40"W, 11.30 feet to the point of beginning; thence N82°48'30"E, 16.21 feet; thence S07°11'29"E, 13.79 feet; thence S84°04'32"W, 16.22 feet; thence N07°11'29"W, 13.43 feet to the point of beginning. Contains 221 square feet.

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Madison, WI 53717

FN: 80 02 112
September 10, 1980
15A:80-02-112

PARCEL K

Part of Lot 2, Certified Survey No. 2407, as recorded in Volume 9 of Certified Surveys on Page 299, Dane County, Wisconsin Registry, to-wit: Commencing at the Southwest corner of Lot 3 of said Certified Survey No. 2407; thence S77°57'20"E, 134.52 feet to the Northwest corner of said Lot 2; thence S09°33'40"W, 73.75 feet to the point of beginning; thence S07°11'29"E, 50.98 feet; thence N89°52'43"W, 14..89 feet; thence N09°33'40"E, 51.26 feet to the point of beginning. Contains 376 square feet.

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Madison, WI 53717

FN: 80 02 112
September 10, 1980
15A:80-02-112