

DECLARATION OF UTILITY EASEMENTS, STORM WATER
MANAGEMENT FACILITIES, AND PRIVATE ROAD
MAINTENANCE

DOCUMENT #
6012524
02/24/2025 12:23 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 12

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

Drafted By and Return To:

Tyler T. Manley, Esq.
Axley Brynson, LLP
Post Office Box 1767
Madison, WI 53701-1767

See attached Exhibit A

Parcel Identification Numbers (PINs)

This Declaration of Utility Easements, Storm Water Management Facilities, and Private Road Maintenance ("**Agreement**") is made by IP Holdings, LLC, a Wisconsin limited liability company ("**Developer**"), to govern the use of common elements in the Condominium Plat of Inspiration at Swan Creek (the "**Condominium Plat**") located in the City of Fitchburg (the "**City**"), Dane County, Wisconsin.

WHEREAS, Developer is the Declarant of the Inspiration of Swan Creek Condominium as set forth in the Condominium Plat which is legally described as Units 1-57, inclusive (the "**Units**"), Inspiration at Swan Creek, a Condominium, located in the City of Fitchburg, Dane County, Wisconsin, which are more particularly identified and described on **Exhibit A** attached hereto; and

WHEREAS, Developer wishes to create certain easements for the benefit of owners of Units in the Condominium Plat permitting the Unit owners to use a common element that will serve as a private road for ingress and egress, storm water flows management, and for utility purposes.

NOW, THEREFORE, Developer provides as follows:

1. **Private Road.** The common area on the Condominium Plat identified as "Inspiration Way Shared Access Drive" (the "**Private Road**"), shall be subject to this Agreement and governed by the

conditions set forth herein. The Private Road shall serve as a road for the purpose of providing access between Units in the Condominium Plat and the public streets located adjacent to the Condominium Plat and to provide for the installation and location of utilities serving Units on the Condominium Plat.

2. **Use of Private Road.** No Unit owner shall obstruct access to or passage over any portion of the Private Road or use the Private Road even on a temporary basis, for parking, storage, or any other purpose. Developer may make reasonable exceptions to the above prohibition against obstruction of the Private Road during construction on a Unit in order to permit the construction to proceed in an orderly and efficient manner provided, however, that such exception shall not deprive any other Unit owner of access over the Private Road to their Unit during the construction period.

3. **Stormwater Easement.** Developer grants to the Association (as defined below) a perpetual and non-exclusive easement over, through and across the Property, as defined in that certain Declaration of Conditions and Restrictions for Maintenance of Stormwater Management Measures dated as of the 24th day of September, 2024, and recorded with the Register of Deeds Office for Dane County, Wisconsin on October 2, 2024, as Document Number 5988760 (the “*Stormwater Declaration*”), for the purposes of constructing, inspecting, maintaining, and repairing the Stormwater Management Measures (as defined in the Stormwater Declaration), together with the right of ingress and egress over the Property to perform the same. The facilities constructed or to be constructed pursuant to the Stormwater Declaration shall be referred to herein as the “*Storm Water Management Facilities*.” No Unit owner shall obstruct access to or passage over any portion of the Property used in connection with the Stormwater Management Measures, even on a temporary basis. Developer may make reasonable exceptions to the above prohibition against obstruction during construction on a Unit in order to permit the construction to proceed in an orderly and efficient manner, provided, however, that such exception shall not deprive any other Unit owner of access over their Unit during the construction period.

4. **Utility Easement.** Developer grants to each Unit owner whose Unit is contiguous to the Private Road a permanent, perpetual and non-exclusive easement over the contiguous Private Road to construct, reconstruct, repair or maintain, operate, inspect and install fixtures, equipment, and other installations to provide utility services to each Unit, including a right of ingress and egress for utility purposes over the contiguous Private Road. No use for utility purposes shall hinder or obstruct another Unit owner’s use of the Private Road, and any damage to the Private Road caused by the use of the Private Road for utility purposes shall be promptly repaired and the condition of the Private Road restored at the cost of the Unit owner making such use.

5. **Condominium Association.** The Inspiration at Swan Creek Condominium Association, Inc. (“*Association*”) shall be responsible for the maintenance, repair, and improvement of the Private Road and the Storm Water Management Facilities, and shall have the authority to levy assessments against the Unit owners in order to pay the cost of such maintenance, repair, and improvement. The Articles of Incorporation of the Association shall include provisions which ensure that such association shall be perpetual; shall provide as part of its purpose the owning and maintaining of the Private Road and the Storm Water Management Facilities and the repairing or replacing of the improvements within the Private Road and the Storm Water Management Facilities.

6. **Maintenance and Conditions of Private Road and Storm Water Management Facilities.** All maintenance, replacement and repairs for the Private Road and the Storm Water Management Facilities shall be the responsibility and obligation of the Association, unless otherwise provided in the Stormwater Declaration. Maintenance, replacement and repair of the Private Road and the Storm Water Management Facilities shall include, without limitation:

- a. Maintaining the Private Road and the Storm Water Management Facilities 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
- b. Removing all litter, ice, 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; and
- c. Paying for the real estate taxes and assessments and other governmental impositions related to the Private Road and the Storm Water Management Facilities and procuring and paying for such insurance for the Private Road and the Storm Water Management Facilities as required herein and for any other costs or expenses associated with the ownership or use of Private Road and the Storm Water Management Facilities.

In the event that the Association fails to maintain the Private Road and the Storm Water Management Facilities as required by this Agreement and such failure continues for a period of sixty (60) days following delivery of written notice to the Association, the City and its agents, employees, and contractors shall have the right, but not the obligation, to enter upon the Private Road and the Storm Water Management Facilities at any time for purposes of maintenance, replacement, and repairs and is hereby granted a permanent, non-exclusive easement over the Private Road and the Storm Water Management Facilities to conduct such maintenance, replacement and repairs. These rights and remedies include, but are not limited to, ultimately contracting to perform such maintenance or repairs as it shall deem necessary and charging the costs incurred by the City as a special assessment or a special charge upon the next tax roll equally against all of the Units in the Condominium Plat. The City shall have the right, but not the obligation, to enter upon the Private Road and the Storm Water Management Facilities at any time for purposes of inspection and undertaking necessary maintenance and repairs. In accordance with Wisconsin Statutes Section 66.0703(7)(b), the Developer, Association, and the owners of the Units, hereby waive all special assessment notices and hearings required by Wisconsin Section 66.0703, and further agree and admit that the assessed property receives a benefit from the work, which is equal to or greater than the total cost of the work.

7. **Insurance.** Public liability insurance shall be maintained by the Association at all times insuring against claims for death, bodily injury and property damage arising out of use of the Private Road and the Storm Water Management Facilities as provided in this paragraph. All insurance required by this section shall be in an amount of not less than \$1,000,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$250,000.00 with respect to property damage from any one occurrence. The Association may increase the minimum public liability coverage by a reasonable amount from time to time to reflect the effects of inflation or for any other reason it deems necessary.

8. **Condemnation.** Any award resulting from taking or condemnation of any portion or all of the Private Road or the Storm Water Management Facilities, less such funds as are necessary to replace the taken portion of such Private Road or the Storm Water Management Facilities, to as near the original condition as is possible, will ultimately be distributed equally to the owners of the Units, even if paid first to an association described herein.

9. **Termination, Modification, Waiver or Amendment.** No termination, modification, waiver or amendment of this Agreement will be effective as to the Private Road or the Storm Water Management Facilities 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 owners of 67% of the Units, and the City as to amendments to paragraph 6 and this paragraph 9.

Notwithstanding the foregoing, until Developer no longer owns any of the Units, any termination, modification, waiver or amendment of this Agreement shall also require the written consent of the Developer.

10. **Dedication.** Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Private Road or the Storm Water Management Facilities to the general public or to any public purpose whatsoever. Developer or its successors or assigns, shall have the right to temporarily close all or any portion of the Private Road or the Storm Water Management Facilities to such extent as may, in the opinion of its counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

11. **Successors and Standing to Enforce.** All of the terms and provisions of this Agreement 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 Developer or its successors or assigns. At such time as the Condominium Plat is recorded, Developer shall not have any financial responsibility for the maintenance, replacement and repair of the Private Road or the Storm Water Management Facilities except to the extent allocated to Developer pursuant to its ownership of one or more Units improved with a house for which an occupancy permit(s) has been issued.

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

13. **No Termination for Breach, Enforcement.** No breach of this Agreement will entitle any party to cancel, rescind or otherwise terminate this Agreement, 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 Agreement. In the event that any party shall default in the performance of any obligation hereunder, after reasonable, advance, written notice, the injured party or owner 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.

14. **Effect on Successor Owners.** In each instance in which Developer or any owner of a Unit conveys all or any part of the interest in or rights to use the Private Road or the Storm Water Management Facilities to a grantee, such grantee shall 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 Unit and therefore its interests in the Private Road or the Storm Water Management Facilities referred to herein, the conveying party will be released from any obligation under this Agreement arising thereafter with respect to such Unit.

(Signatures Appear on Following Pages)

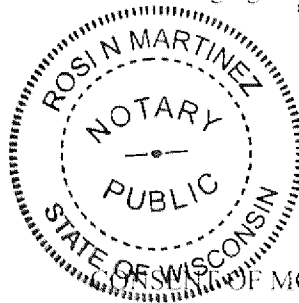
Dated this 13th day of FEBRUARY, 2025.

DEVELOPER: (IP HOLDINGS/LLC

By: Fredric A. DeVillers
Fredric A. DeVillers, Managing Member

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 13th day of February, 2025, the above named Fredric A. DeVillers, the Managing Member, of IP Holdings, LLC, a Wisconsin limited liability company, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument as such managing member of such limited liability company, by its authority.



Print Name: Rosi N. Gomez
Notary Public, State of Wisconsin
My commission: 06/10/2028

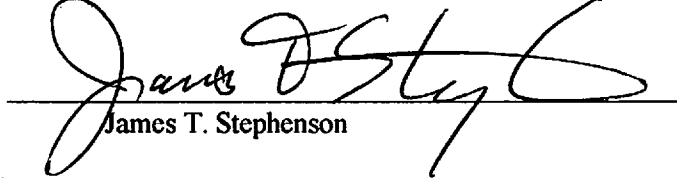
CONSENT OF MORTGAGEE ON NEXT PAGE

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by IP Holdings, LLC, a Wisconsin limited liability company, to James T. Stephenson and Diana Kaufman Stephenson, husband and wife, recorded in the office of the Register of Deeds of Dane County, Wisconsin, on December 1, 2023, as Document 5936554, does hereby consent to all of the terms and conditions of the foregoing Declaration.

Dated this 20 day of February, 2025.

MORTGAGEE:


James T. Stephenson

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named James T. Stephenson, to me known to be the individual who executed the foregoing instrument, and acknowledged the same on behalf of said entity.

See Attached Certificate

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

See Attached Certificate

MORTGAGEE:


Diana Kaufman Stephenson

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Diana Kaufman Stephenson, to me known to be the individual who executed the foregoing instrument, and acknowledged the same on behalf of said entity.

See Attached Certificate

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

See Attached Certificate

CONSENT OF MORTGAGEE ON NEXT PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles

On February 20, 2015 before me, Matthew Michael, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jamest. Stephenson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Michael
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: declaration of utility

Document Date: 02/20/2015 Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

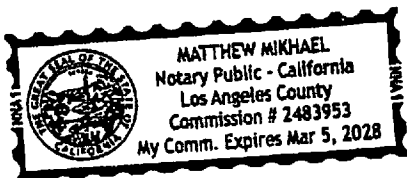
On February 10, 2015 before me, Matthew Michael, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Diana Hare Kaufman AKA Stephenson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Michael
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Ability

Document Date: 04/10/2015 Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by IP Holdings, LLC, a Wisconsin limited liability company, to First Business Bank, recorded in the office of the Register of Deeds of Dane County, Wisconsin, on November 27, 2024, as Document 5998850, does hereby consent to all of the terms and conditions of the foregoing Declaration.

Dated this 20th day of February, 2025.

MORTGAGEE:

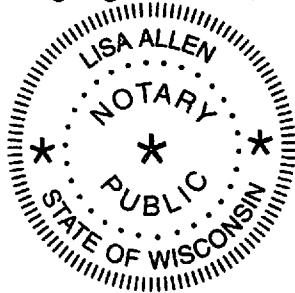
FIRST BUSINESS BANK

By: [Signature]
Name: Ryan Hughes
Title: VP-Commercial Real Estate

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 20th day of FEBRUARY, 2025, the above-named RYAN HUGHES and to me known to be the VP-COMM REAL ESTATE of First Business Bank, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.



[Signature]
Print Name: LISA ALLEN
Notary Public, State of Wisconsin
My commission: OCT. 29, 2026

EXHIBIT A

Legal Description

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, AND 57, IN THE INSPIRATION AT SWAN CREEK, A CONDOMINIUM CREATED BY A "DECLARATION OF CONDOMINIUM" RECORDED ON NOVEMBER 12, 2024, IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN, AS DOCUMENT NO. 5995695, AND ANY AMENDMENTS AND/OR CORRECTIONS THERETO, AND BY ITS CONDOMINIUM PLAT AND ANY AMENDMENTS AND/OR CORRECTIONS THERETO, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

For informational purposes only:

Unit 1: 225/0609-113-2661-2 2817 CRINKLE ROOT DRIVE	Unit 12: 225/0609-113-2782-2 5216 E CHERYL PARKWAY
Unit 2: 225/0609-113-2672-2 2815 CRINKLE ROOT DRIVE	Unit 13: 225/0609-113-2793-2 5218 E CHERYL PARKWAY
Unit 3: 225/0609-113-2683-2 2813 CRINKLE ROOT DRIVE	Unit 14: 225/0609-113-2804-2 5220 E CHERYL PARKWAY
Unit 4: 225/0609-113-2694-2 2811 CRINKLE ROOT DRIVE	Unit 15: 225/0609-113-2815-2 5222 E CHERYL PARKWAY
Unit 5: 225/0609-113-2705-2 2809 CRINKLE ROOT DRIVE	Unit 16: 225/0609-113-2826-2 5224 E CHERYL PARKWAY
Unit 6: 225/0609-113-2716-2 2807 CRINKLE ROOT DRIVE	Unit 17: 225/0609-113-2837-2 5226 E CHERYL PARKWAY
Unit 7: 225/0609-113-2727-2 2805 CRINKLE ROOT DRIVE	Unit 18: 225/0609-113-2848-2 5228 E CHERYL PARKWAY
Unit 8: 225/0609-113-2738-2 2803 CRINKLE ROOT DRIVE	Unit 19: 225/0609-113-2859-2 5230 E CHERYL PARKWAY
Unit 9: 225/0609-113-2749-2 5210 E CHERYL PARKWAY	Unit 20: 225/0609-113-2870-2 5232 E CHERYL PARKWAY
Unit 10: 225/0609-113-2760-2 5212 E CHERYL PARKWAY	Unit 21: 225/0609-113-2881-2 5234 E CHERYL PARKWAY
Unit 11: 225/0609-113-2771-2 5214 E CHERYL PARKWAY	Unit 22: 225/0609-113-2892-2 5236 E CHERYL PARKWAY

Unit 23: 225/0609-113-2903-2
5238 E CHERYL PARKWAY

Unit 24: 225/0609-113-2914-2
5240 E CHERYL PARKWAY

Unit 25: 225/0609-113-2925-2
2806 BIG BLUESTEM PARKWAY

Unit 26: 225/0609-113-2936-2
2810 BIG BLUESTEM PARKWAY

Unit 27: 225/0609-113-2947-2
2814 BIG BLUESTEM PARKWAY

Unit 28: 225/0609-113-2958-2
2818 BIG BLUESTEM PARKWAY

Unit 29: 225/0609-113-2969-2
2822 BIG BLUESTEM PARKWAY

Unit 30: 225/0609-113-2980-2
5238 INSPIRATION WAY

Unit 31: 225/0609-113-2991-2
5236 INSPIRATION WAY

Unit 32: 225/0609-113-3002-2
5234 INSPIRATION WAY

Unit 33: 225/0609-113-3013-2
5232 INSPIRATION WAY

Unit 34: 225/0609-113-3024-2
5230 INSPIRATION WAY

Unit 35: 225/0609-113-3035-2
5228 INSPIRATION WAY

Unit 36: 225/0609-113-3046-2
5226 INSPIRATION WAY

Unit 37: 225/0609-113-3057-2
5224 INSPIRATION WAY

Unit 38: 225/0609-113-3068-2
5222 INSPIRATION WAY

Unit 39: 225/0609-113-3079-2
5220 INSPIRATION WAY

Unit 40: 225/0609-113-3090-2
5218 INSPIRATION WAY

Unit 41: 225/0609-113-3101-2
5216 INSPIRATION WAY

Unit 42: 225/0609-113-3112-2
5214 INSPIRATION WAY

Unit 43: 225/0609-113-3123-2
5212 INSPIRATION WAY

Unit 44: 225/0609-113-3134-2
5210 INSPIRATION WAY

Unit 45: 225/0609-113-3145-2
5208 INSPIRATION WAY

Unit 46: 225/0609-113-3156-2
5206 INSPIRATION WAY

Unit 47: 225/0609-113-3167-2
5204 INSPIRATION WAY

Unit 48: 225/0609-113-3178-2
5215 SASSAFRAS DRIVE

Unit 49: 225/0609-113-3189-2
5217 SASSAFRAS DRIVE

Unit 50: 225/0609-113-3200-2
5219 SASSAFRAS DRIVE

Unit 51: 225/0609-113-3211-2
5221 SASSAFRAS DRIVE

Unit 52: 225/0609-113-3222-2
5223 SASSAFRAS DRIVE

Unit 53: 225/0609-113-3233-2
5225 SASSAFRAS DRIVE

Unit 54: 225/0609-113-3244-2
5227 SASSAFRAS DRIVE

Unit 55: 225/0609-113-3255-2
5229 SASSAFRAS DRIVE

Unit 56: 225/0609-113-3266-2 5231
SASSAFRAS DRIVE

Unit 57: 225/0609-113-3277-2
5233 SASSAFRAS DRIVE

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5999239

12/02/2024 10:56 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

PUBLIC SANITARY SEWER
AND WATER MAIN EASEMENT

This Public Sanitary Sewer and Water Main Easement (the "easement") is granted this 21st day of NOVEMBER 2024, by IP Holdings, LLC, ("Grantor") to the City of Fitchburg, a municipal Corporation (the "City").

RECITALS

- A. Grantor is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.
- B. The City desires a Public Sanitary Sewer and Water Main Easement over, under, and across, a part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document Number 5104760, Dane County Registry, Located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number:

225/0609-113-0117-2

NOW, THEREFORE, for good and valuable consideration, Grantor is agreeable to granting a Public Sanitary Sewer and Water Main Easement to the City on the following terms and conditions:

- Grant of Easement. Grantor hereby grants to the City an easement over, under, and across, a part of Lot 1, as legally described in Exhibit A and depicted on Exhibit B attached hereto, for the purpose of constructing, installing, operating, repairing and replacing, an underground public sanitary sewer and water main.
- Responsibility for Costs of Public Sanitary Sewer and Water Main. Grantor shall be responsible for all costs of constructing and installing the sanitary sewer and water main and any related facilities (the "sanitary sewer and water main"). The City shall be responsible for the normal costs of operating the sanitary sewer and water main after it has been installed and accepted. The Grantor shall repair at Grantor's expense (a) any and all damage to Lot 1 caused by the construction and installation of the sanitary sewer and water main, and (b) any damage to the sanitary sewer, water main, and related facilities caused by subsequent construction on Lot 1. If, after installation of the sanitary sewer and water main is complete, the City subsequently repairs the sanitary sewer and/or water main and disturbs the surfaces of Lot 1, the City shall fill in any dirt removed, and replace and/or repair any gravel, turf and/or hard surfaces disturbed by the repairs, but shall not repair any structures built upon the easement, which shall be done by Grantor, at Grantor's sole expense.
- Consistent Uses Allowed. The Grantor reserves the right to use the Property for purposes that will not interfere with the City's full enjoyment of the easement rights granted in this Agreement.

4. Covenants Run with Land. 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 the Grantor and the City and their respective successors and assigns. The party named as "Grantor" in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this 27th day of November, 2024.

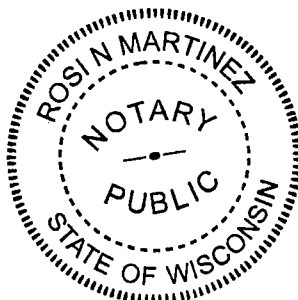
IP Holdings LLC

By: _____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this 27th day of November, 2024, by the above-named Fredric A Devillers to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.



Rosi N Martinez
Printed name of Notary Public, State of Wisconsin

Rosi N. Martinez
Signature of Notary Public, State of Wisconsin

My Commission Expires: 06/10/28

This document is authorized by Resolution R-205-24 adopted on November 26, 2024.
This document was drafted by Department of Public Works, City of Fitchburg.

EXHIBIT A
Legal Description

Part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document Number 5104760, Dane County Registry, located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Commencing on the South right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 59 minutes 40 seconds East, 59.41 feet along said South right of way line to the Point of Beginning; thence South 00 degrees 22 minutes 52 second West, 170.81 feet; thence South 21 degrees 48 minutes 58 seconds East, 26.31 feet; thence South 46 degrees 35 minutes 24 seconds East, 10.88 feet; thence South 64 degrees 44 minutes 13 seconds East, 31.96 feet; thence South 89 degrees 50 minutes 49 seconds East, 105.33 feet; thence South 00 degrees 42 minutes 36 seconds East, 5.12 feet; thence North 89 degrees 56 minutes 32 seconds East, 20.00 feet; thence North 00 degrees 16 minutes 00 seconds West, 5.27 feet; thence North 89 degrees 33 minutes 12 seconds East, 375.00 feet; thence South 00 degrees 40 minutes 05 second East, 9.08 feet; thence North 89 degrees 38 minutes 06 seconds East, 20.00 feet; thence North 00 degrees 35 minute 02 seconds West, 9.15 feet; thence North 89 degrees 20 minutes 57 seconds East, 86.71 feet; thence North 49 degrees 28 minutes 01 second East, 27.09 feet; thence North 26 degrees 18 minutes 38 seconds East, 38.69 feet; thence North 00 degrees 05 minutes 50 seconds West, 160.01 feet to the South right of way line of Sassafras Drive; thence North 89 degrees 59 minutes 40 seconds West, 37.72 feet along said South right of way line; thence South 00 degrees 22 minutes 07 seconds East, 169.06 feet; thence South 38 degrees 03 minutes 36 seconds West, 11.95 feet; thence South 89 degrees 23 minutes 04 seconds West, 316.66 feet; thence South 89 degrees 51 minutes 29 seconds West, 288.57 feet; thence North 44 degrees 59 minutes 31 seconds West, 11.36 feet; thence North 00 degrees 26 minutes 27 seconds East, 174.61 feet to the South right of way line of Sassafras Drive; thence North 89 degrees 59 minutes 40 seconds West, 34.08 feet along said South right of way line to the Point of Beginning.

The area of this easement is 35,137 sq. ft.

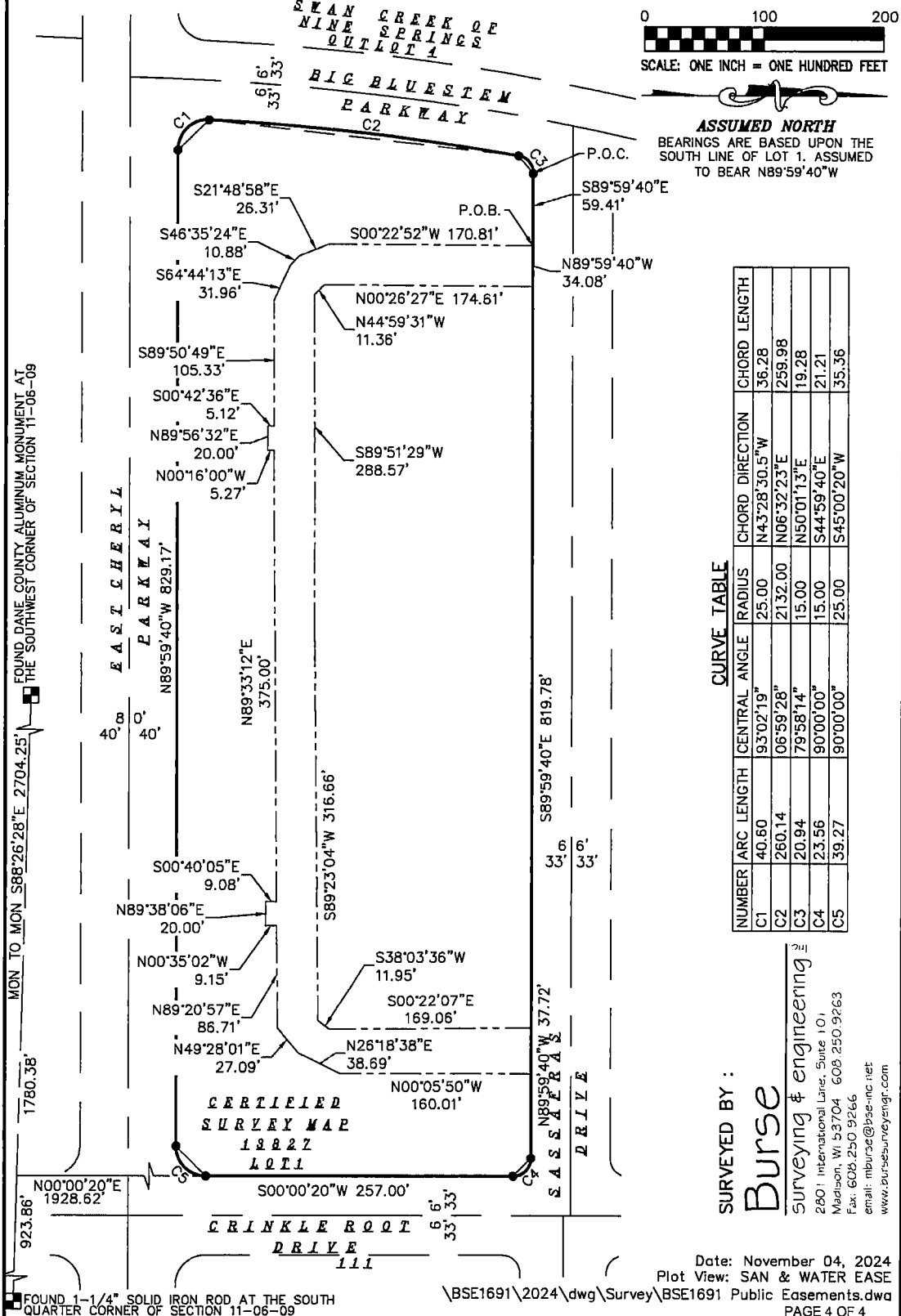
Bearings are based upon the South line of Lot 1, Certified Survey Map Number 13827, assumed to bear North 89 degrees 59 minutes 40 seconds West.

Prepared By:
Burse Surveying and Engineering, Inc.
2801 International Lane, Suite 101
Madison WI, 53704

EXHIBIT B

PUBLIC SANITARY AND WATER UTILITY EASEMENT

LOT 1, CERTIFIED SURVEY MAP NUMBER 13827, AS RECORDED IN VOLUME 91 OF CERTIFIED SURVEY MAPS, ON PAGES 271-273, AS DOCUMENT NUMBER 5104780, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



Document No.

PUBLIC UTILITY EASEMENT, PEDESTALS

IP HOLDINGS LLC, herein Grantor, dedicates a non-exclusive Public Utility Easement 2 over a part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document No. 5104760 with the Dane County Registry, being a part of the Northwest Quarter and the Northeast Quarter of the Southwest 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin more fully described in Exhibit A and depicted in Exhibit B.

This description contains 600 square feet.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6005032
01/06/2025 11:43 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6

THIS SPACE RESERVED FOR RECORDING DATA

Return To:
Fred DeVillers
IP Holdings, LLC
5210 Siggelkow Road
Madison, WI 53718

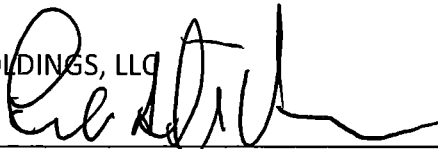
PIN: See Attached Exhibit C

TOGETHER with the right to enter upon said land for purposes associated with utility facility placement, including repairing or removing, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger any utility facilities. The Grantor shall not build, create, or construct any buildings or other structures within the easement area. The Grantor shall not plant trees; inundate; or change the grade of said easement more than 6 inches, nor permit others to do so, without first obtaining written consent from any utility company having facilities placed within the easement area.

This Public Utility Easement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Easement.

WITNESS, the hand and seal of the Grantor(s) this 3RD day of JANUARY 20 25.

IP HOLDINGS, LLC

(SEAL)

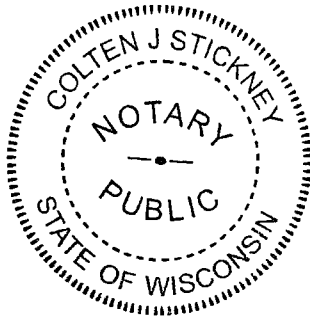
Fredric A. DeVillers, MANAGER
Print or type name (and title)

47
6

STATE OF Wisconsin ss
COUNTY OF Dane)

ACKNOWLEDGMENT

Personally, came before me this 3rd day of January 2025
the above-named Fredric A. DeVillers to me known (or satisfactorily proven) to be the
person(s) who executed the foregoing instrument and acknowledged the same.



Colten J. Stickney
Notary Public Colten J. Stickney
State of Wisconsin
My commission expires 09/07/2027

EXHIBIT A
PUBLIC UTILITY EASEMENT, PEDESTALS
Legal Description

Part of Inspiration at Swan Creek, a Condominium Plat, as recorded in Volume 8-043B of Condo Plats, on pages 1-3, as Document Number 5995696, also Part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document Number 5104760, Dane County Registry, located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Commencing at a 1-¼" solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 172.78 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 1; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36 minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 1.

Also Commencing at a 1-¼" solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 267.28 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 2; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36 minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 2.

Also Commencing at a 1-¼" solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 355.28 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 3; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36 minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 3.

Also Commencing at a 1-¼" solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 443.28 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 4; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36

minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 4.

Also Commencing at a 1- $\frac{1}{4}$ " solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 531.28 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 5; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36 minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 5.

Also Commencing at a 1- $\frac{1}{4}$ " solid iron rod on the south right of way line of Sassafras Drive at the Northwest corner of said Lot 1; thence South 89 degrees 36 minutes 04 seconds East, 625.78 feet along said south right of way line; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet to the Point of Beginning 6; thence South 89 degrees 36 minutes 04 seconds East, 10.00 feet; thence South 00 degrees 23 minutes 36 seconds West, 10.00 feet; thence North 89 degrees 36 minutes 04 seconds West, 10.00 feet; thence North 00 degrees 23 minutes 36 seconds East, 10.00 feet to the Point of Beginning 6.

Bearings are based upon the Wisconsin County Coordinate System (Dane Zone 83 1997).

Prepared By:

Burse Surveying and Engineering, Inc.

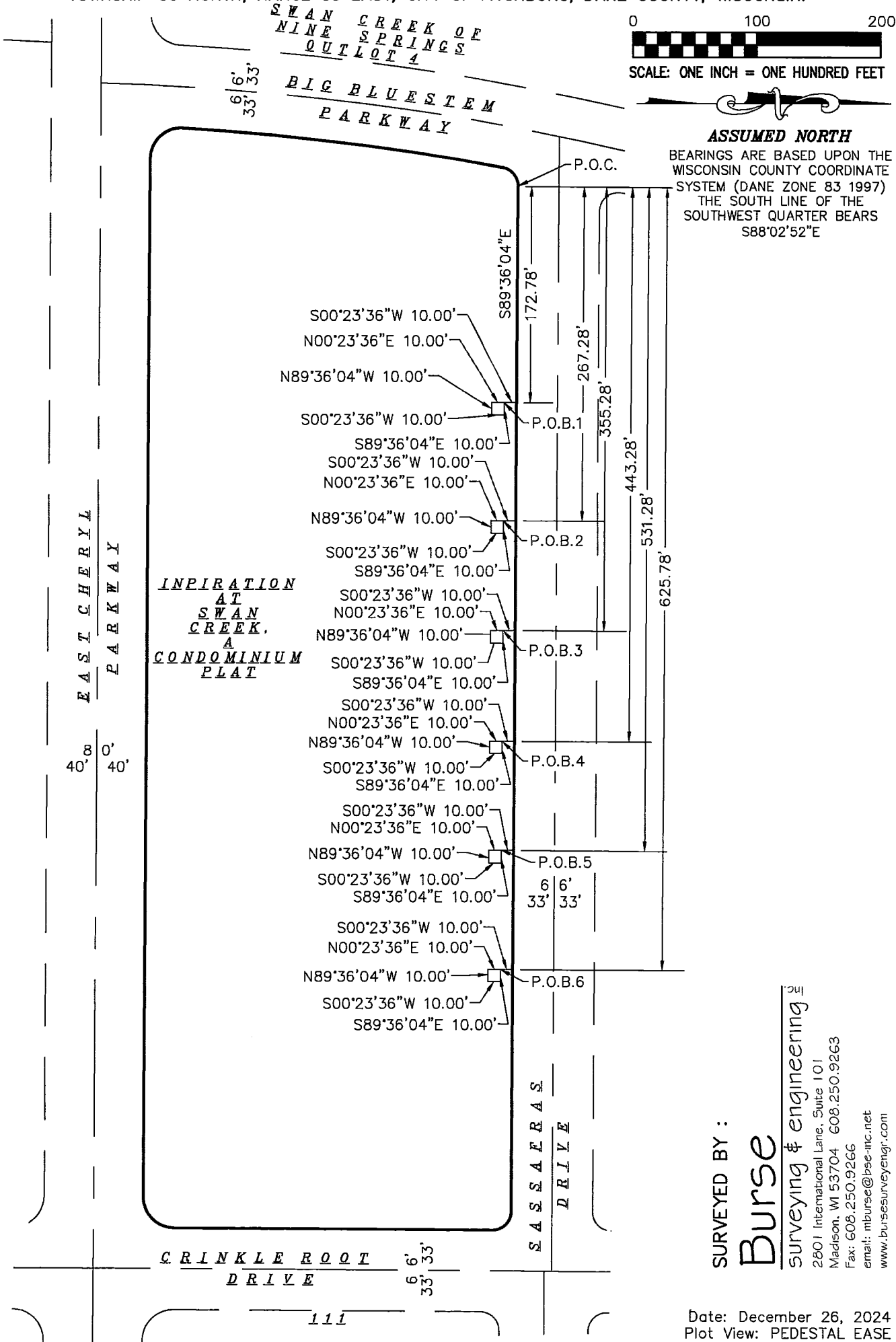
2801 International Lane, Suite 101

Madison WI, 53704

EXHIBIT B

PUBLIC UTILITY EASEMENT

INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT, AS RECORDED IN VOLUME 8-043B OF CONDO PLATS, ON PAGES 1-3, AS DOCUMENT NUMBER 5995696, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



SURVEYED BY :

Burse

surveying & engineering inc.

2801 International Lane, Suite 101

Madison, WI 53704 608.250.9263

Fax: 608.250.9266

email: mburse@bse-inc.net

www.bursesurveyengr.com

Date: December 26, 2024
Plot View: PEDESTAL EASE

EXHIBIT C

PUBLIC UTILITY EASEMENT, PEDESTALS

Condominium Unit Parcel Identification Numbers

Unit Number	Address	PIN
30	5238 Inspiration Way	060911329802
47	5204 Inspiration Way	060911331672
49	5217 Sassafras Drive	060911331892
50	5219 Sassafras Drive	060911332002
51	5221 Sassafras Drive	060911332112
52	5223 Sassafras Drive	060911332222
53	5225 Sassafras Drive	060911332332
54	5227 Sassafras Drive	060911332442
55	5229 Sassafras Drive	060911332552
56	5231 Sassafras Drive	060911332662

Document No.

PUBLIC UTILITY EASEMENT, ROADWAY

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

IP HOLDINGS LLC, herein Grantor, dedicates a non-exclusive Public Utility Easement 1 over a part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document No. 5104760 with the Dane County Registry, being a part of the Northwest Quarter and the Northeast Quarter of the Southwest 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin more fully described in Exhibit A and depicted in Exhibit B.

This description contains 53,654 square feet.

DOCUMENT #
6005031

01/06/2025 11:43 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 11

THIS SPACE RESERVED FOR RECORDING DATA

Return To:

Fred DeVillers

IP Holdings, LLC

5210 Siggelkow Road

Madison, WI 53718

PIN See Attached Exhibit E

TOGETHER with the right to enter upon said land for purposes associated with utility facility placement, including repairing or removing, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger any utility facilities. The Grantor shall not build, create, or construct any buildings or other structures within the easement area. The Grantor shall not plant trees; inundate; or change the grade of said easement more than 6 inches, nor permit others to do so, without first obtaining written consent from any utility company having facilities placed within the easement area. The Grantee shall not place any equipment within the Restricted Area described in Exhibit C and depicted in Exhibit D except for service lines which may perpendicularly cross the Restricted Area.

This Public Utility Easement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Easement.

WITNESS, the hand and seal of the Grantor(s) this 3RD day of JANUARY 20 25.

IP HOLDINGS, LLC

(SEAL)

Fred A. DeVillers, Manager
Print or type name (and title)

STATE OF Wisconsin)ss
COUNTY OF Dane)

ACKNOWLEDGMENT

Personally, came before me this 3rd day of January 2025
the above-named Fredric A. Devillers to me known (or satisfactorily proven) to be the
person(s) who executed the foregoing instrument and acknowledged the same.



Notary Public Colten J. Stickney

State of Wisconsin

My commission expires 09/07/2027

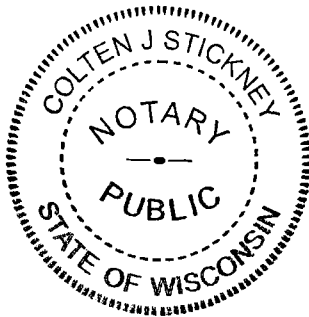


EXHIBIT A
PUBLIC UTILITY EASEMENT, ROADWAY
Legal Description

Part of Inspiration at Swan Creek, a Condominium Plat, as recorded in Volume 8-043B of Condo Plats, on pages 1-3, as Document Number 5995696, also being Part of Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on pages 271-273, as Document Number 5104760, Dane County Registry, located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Condo Plat and on the South right of way line of Sassafras Drive; thence South 89 degrees 36 minutes 04 seconds East along said South right of way line, 53.41 feet to the Point of Beginning; thence continuing South 89 degrees 36 minutes 04 second East along said South right of way line, 54.30 feet; thence South 00 degrees 23 minutes 36 seconds West, 64.61 feet to a point of curvature; thence 66.79 feet along the arc of a curve to the right, having a radius of 426.00 feet, through a central angle of 08 degrees 59 minutes 00 seconds and a chord bearing South 04 degrees 53 minutes 06 seconds West, 66.72 feet; thence South 01 degree 37 minutes 17 seconds West, 39.04 feet to a point of curvature; thence 28.70 feet along the arc of a curve to the left, having a radius of 29.00 feet, through a central angle of 56 degrees 41 minutes 40 seconds and a chord bearing South 69 degrees 29 minutes 46 seconds East, 27.54 feet to a point of reverse curvature; thence 40.53 feet along the arc of a curve to the right, having a radius of 621.00 feet, through a central angle of 03 degrees 44 minutes 22 seconds and a chord bearing North 84 degrees 01 minutes 35 seconds East, 40.52 feet; thence North 45 degrees 23 minutes 36 seconds East, 7.07 feet; thence North 85 degrees 54 minutes 33 seconds East, 10.03 feet to a point of curvature; thence 80.83 feet along the arc of a curve to the right, having a radius of 584.84 feet, through a central angle of 07 degrees 55 minutes 08 seconds and a chord bearing South 89 degrees 08 minutes 58 seconds East, 80.77 feet; thence South 86 degrees 00 minutes 06 seconds East, 34.29 feet; thence South 89 degrees 44 minutes 55 seconds East, 90.92 feet; thence North 89 degrees 46 minutes 04 seconds East, 66.04 feet; thence North 86 degrees 18 minutes 27 seconds East, 24.51 feet to a point of curvature; thence 140.98 feet along the arc of a curve to the right, having a radius of 926.00 feet, through a central angle of 08 degrees 43 minutes 23 seconds and a chord bearing South 89 degrees 50 minutes 11 seconds East, 140.85 feet; thence South 85 degrees 00 minutes 13 seconds East, 5.88 feet; thence North 89 degrees 46 minutes 40 seconds East, 9.90 feet; thence South 48 degrees 59 minutes 10 seconds East, 6.71 feet to a point of curvature; thence 32.63 feet along the arc of a curve to the right, having a radius of 350.81 feet, through a central angle of 05 degrees 19 minutes 45 seconds and a chord bearing South 83 degrees 06 minutes 48 seconds East, 32.62 feet to a point of reverse curvature; thence 21.88 feet along the arc of a curve to the left, having a radius of 27.00 feet,

through a central angle of 46 degrees 25 minutes 24 seconds and a chord bearing North 74 degrees 35 minutes 16 seconds East, 21.28 feet; thence North 00 degrees 23 minutes 56 seconds East, 4.04 feet to a point of curvature; thence 18.79 feet along the arc of a curve to the left, having a radius of 24.37 feet, through a central angle of 44 degrees 10 minutes 55 seconds and a chord bearing North 22 degrees 50 minutes 57 seconds East, 18.33 feet; thence North 00 degrees 23 minutes 56 seconds East, 150.50 feet to the aforementioned South right of way line; thence South 89 degrees 36 minutes 04 seconds East along said South right of way line, 54.62 feet; thence South 00 degree 16 minutes 18 seconds West, 160.16 feet to a point of curvature; thence 103.33 feet along the arc of a curve to the right, having a radius of 70.64 feet, through a central angle of 83 degrees 48 minutes 35 seconds and a chord bearing South 48 degrees 13 minutes 51 seconds West, 94.36 feet; thence North 89 degrees 32 minutes 51 seconds West, 60.47 feet; thence North 89 degrees 58 minutes 18 second West, 20.00 feet; thence North 89 degrees 27 minutes 42 seconds West, 371.43 feet; thence North 89 degrees 09 minutes 46 second West, 13.62 feet; thence North 89 degrees 31 minutes 01 second West, 17.18 feet; thence North 89 degrees 58 minutes 52 seconds West, 96.74 feet; thence North 82 degrees 32 minutes 20 seconds West, 12.85 feet to a point of curvature; thence 95.17 feet along the arc of a curve to the right, having a radius of 69.71 feet, through a central angle of 78 degrees 13 minutes 17 seconds and a chord bearing North 30 degrees 26 minutes 39 seconds West, 87.95 feet; thence North 04 degrees 11 minutes 44 seconds East, 66.04 feet; thence North 00 degrees 45 minutes 34 seconds East, 80.20 feet to the Point of Beginning. This description contains 53,654 square feet.

Bearings are based upon the Wisconsin County Coordinate System (Dane Zone 83 1997).

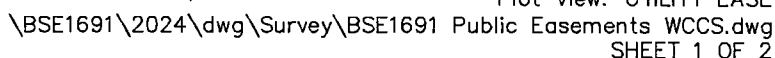
Prepared By:

Burse Surveying and Engineering, Inc.

2801 International Lane, Suite 101

Madison WI, 53704

INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT, AS RECORDED IN VOLUME 8-043B OF CONDO PLATS, ON PAGES 1-3, AS DOCUMENT NUMBER 5995696, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



PUBLIC UTILITY EASEMENT EXHIBIT EXHIBIT B

INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT, AS RECORDED IN VOLUME 8-043B OF CONDO PLATS, ON PAGES 1-3, AS DOCUMENT NUMBER 5995696, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C6	103.33'	70.64'	83°48'35"	S48°13'51"W	94.36'
C7	95.17'	69.71'	78°13'17"	N30°26'39"W	87.95'
C8	66.79'	426.00'	8°59'00"	S04°53'06"W	66.72'
C9	28.70'	29.00'	56°41'40"	S69°29'46"E	27.54'
C10	40.53'	621.00'	3°44'22"	N84°01'35"E	40.52'
C11	80.83'	584.84'	7°55'08"	S89°08'58"E	80.77'
C12	140.98'	926.00'	8°43'23"	S89°50'11"E	140.85'
C13	32.63'	350.81'	5°19'45"	S83°06'48"E	32.62'
C14	21.88'	27.00'	46°25'24"	N74°35'16"E	21.28'
C15	18.79'	24.37'	44°10'55"	N22°50'57"E	18.33'

SURVEYED BY :

Burse

surveying & engineering ^{INC}

2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: December 26, 2024
Plot View: UTILITY EASE
SHEET 2 OF 2

\\BSE1691\\2024\\dwg\\Survey\\BSE1691 Public Easements WCCS.dwg

EXHIBIT C
RESTRICTED AREA
Legal Description

Part of Inspiration at Swan Creek, a Condominium Plat, as recorded in Volume 8-043B of Condo Plats, on pages 1-3, as Document Number 5995696, Dane County Registry, located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Commencing on the south right of way line of Sassafras Drive at the Northwest corner of said CSM No 13827; thence South 89 degrees 36 minutes 04 seconds East along said South right of way line, 63.41 feet to the Point of Beginning; thence continuing South 89 degrees 36 minutes 04 seconds East along said south right of way line, 30.08 feet; thence South 00 degrees 50 minutes 03 seconds West, 174.61 feet; South 44 degrees 35 minutes 55 seconds East, 11.36 feet; thence South 89 degrees 44 minutes 55 seconds East, 10.84 feet to a point of curvature; thence 17.49 feet along the arc of a curve to the left, through a central angle of 28 degrees 45 minutes 48 seconds, having a radius of 34.85 feet and a chord bearing South 83 degrees 05 minutes 41 seconds East, 17.31 feet; thence North 82 degrees 53 minutes 03 seconds East, 15.64 feet; thence South 89 degrees 44 minutes 55 seconds East, 245.02 feet; thence North 89 degrees 46 minutes 40 seconds East, 257.28 feet; thence South 82 degrees 54 minutes 25 seconds East, 26.77 feet to a point of curvature; thence 20.11 feet along the arc of a curve to the left, through a central angle of 36 degrees 02 minutes 37 seconds, having a radius of 31.97 feet and a chord bearing North 79 degrees 51 minutes 10 seconds East, 19.78 feet; thence North 89 degrees 46 minutes 40 seconds East, 13.34 feet; thence North 38 degrees 27 minutes 12 seconds East, 11.95 feet; thence North 00 degrees 01 minute 29 seconds East, 169.06 feet to the aforementioned south right of way line; thence South 89 degrees 36 minutes 04 seconds East along said south right of way line, 33.72 feet; thence South 00 degrees 17 minutes 43 seconds West, 168.06 feet; thence South 26 degrees 42 minutes 14 seconds West, 29.71 feet; thence South 49 degrees 51 minutes 37 seconds West, 20.93 feet; thence South 89 degrees 46 minutes 19 seconds West, 91.44 feet; thence South 00 degrees 12 minutes 25 second East, 9.11 feet; thence South 89 degrees 47 minutes 35 seconds West, 20.00 feet; thence North 00 degrees 12 minutes 25 seconds West, 9.12 feet; thence South 89 degrees 56 minutes 39 seconds West, 159.11 feet; thence South 89 degrees 56 minutes 54 seconds West, 215.88 feet; thence South 00 degrees 02 minutes 56 seconds West, 5.16 feet; thence North 89 degrees 57 minutes 04 seconds West, 20.00 feet; thence North 00 degrees 02 minutes 56 seconds East, 5.11 feet; thence North 89 degrees 30 minutes 00 seconds West, 113.66 feet; thence North 64 degrees 20 minutes 37 seconds West, 22.75 feet; thence North 46 degrees 11 minutes 48 seconds West, 10.88 feet; thence North 21 degrees 25 minutes 22 seconds West,

15.60 feet; thence North 00 degrees 45 minutes 34 seconds East, 180.76 feet to the south right of way line of Sassafras Drive and the Point of Beginning. The area is 31,181 sq. ft.

Bearings are based upon the Wisconsin County Coordinate System (Dane Zone 83 1997).

Prepared By:

Burse Surveying and Engineering, Inc.

2801 International Lane, Suite 101

Madison WI, 53704

RESTRICTED AREA EXHIBIT – EXHIBIT D

INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT, AS RECORDED IN VOLUME 8-043B OF CONDO PLATS, ON PAGES 1-3, AS DOCUMENT NUMBER 5995696, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

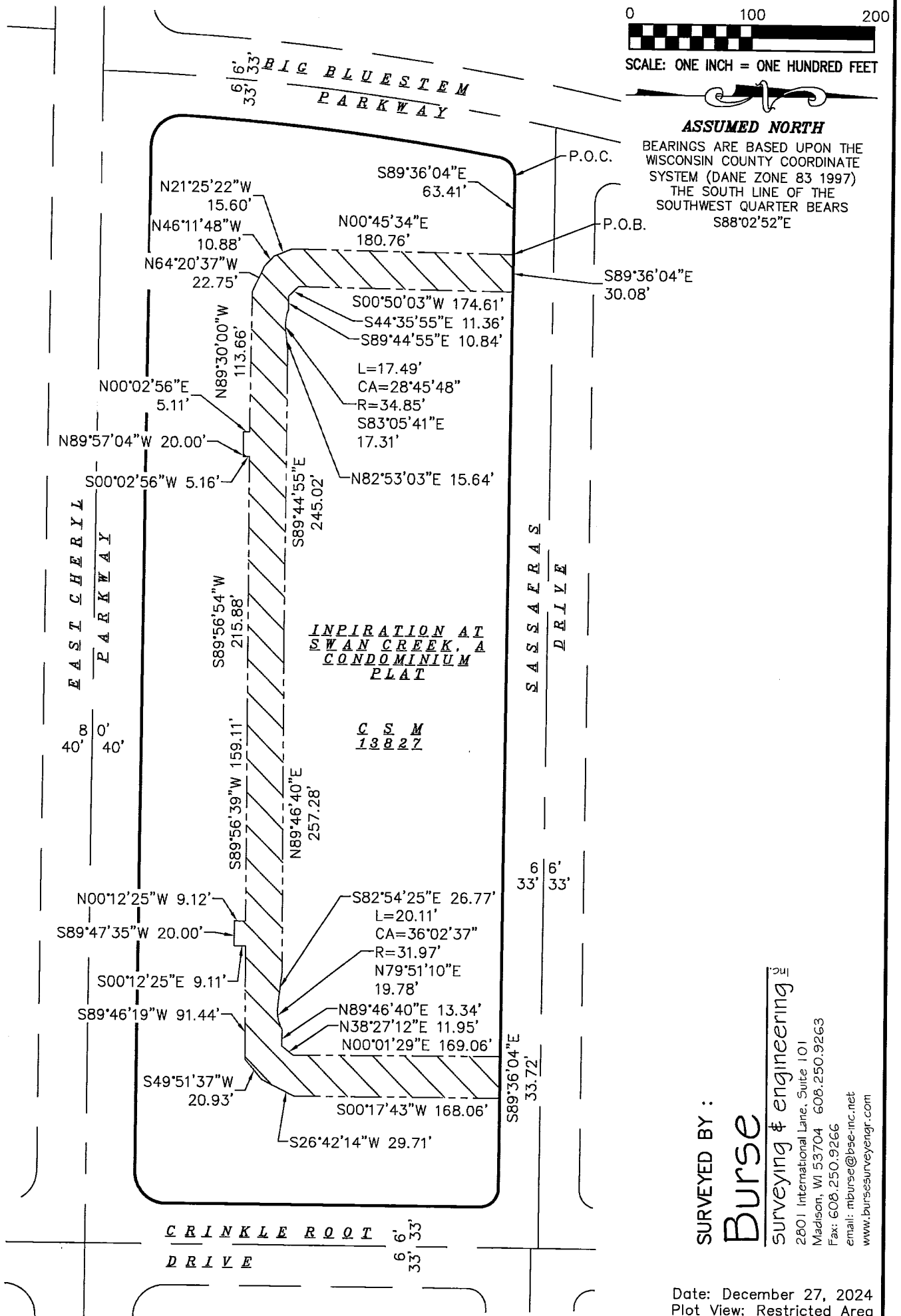


EXHIBIT E

PUBLIC UTILITY EASEMENT, ROADWAY

Condominium Unit Parcel Identification Numbers

Unit Number	Address	PIN
1	2817 Crinkle Root Drive	060911326612
2	2815 Crinkle Root Drive	060911326722
3	2813 Crinkle Root Drive	060911326832
4	2811 Crinkle Root Drive	060911326942
5	2809 Crinkle Root Drive	060911327052
6	2807 Crinkle Root Drive	060911327162
7	2805 Crinkle Root Drive	060911327272
8	2803 Crinkle Root Drive	060911327382
9	5210 E. Cheryl Parkway	060911327492
10	5212 E. Cheryl Parkway	060911327602
11	5214 E. Cheryl Parkway	060911327712
12	5216 E. Cheryl Parkway	060911327822
13	5218 E. Cheryl Parkway	060911327932
14	5220 E. Cheryl Parkway	060911328042
15	5222 E. Cheryl Parkway	060911328152
16	5224 E. Cheryl Parkway	060911328262
17	5226 E. Cheryl Parkway	060911328372
18	5228 E. Cheryl Parkway	060911328482
19	5230 E. Cheryl Parkway	060911328592
20	5232 E. Cheryl Parkway	060911328702
21	5234 E. Cheryl Parkway	060911328812
22	5236 E. Cheryl Parkway	060911328922
23	5238 E. Cheryl Parkway	060911329032
24	5240 E. Cheryl Parkway	060911329142
25	2806 Big Bluestem Parkway	060911329252
26	2810 Big Bluestem Parkway	060911329362
27	2814 Big Bluestem Parkway	060911329472
28	2818 Big Bluestem Parkway	060911329582
29	2822 Big Bluestem Parkway	060911329692
30	5238 Inspiration Way	060911329802
31	5236 Inspiration Way	060911329912
32	5234 Inspiration Way	060911330022
33	5232 Inspiration Way	060911330132
34	5230 Inspiration Way	060911330242
35	5228 Inspiration Way	060911330352
36	5226 Inspiration Way	060911330462

Unit Number	Address	PIN
37	5224 Inspiration Way	060911330572
38	5222 Inspiration Way	060911330682
39	5220 Inspiration Way	060911330792
40	5218 Inspiration Way	060911330902
41	5216 Inspiration Way	060911331012
42	5214 Inspiration Way	060911331122
43	5212 Inspiration Way	060911331232
44	5210 Inspiration Way	060911331342
45	5208 Inspiration Way	060911331452
46	5206 Inspiration Way	060911331562
47	5204 Inspiration Way	060911331672