CROSS-EASEMENT AGREEMENT Return to: Jesse S. Ishikawa Reinhart Boerner Van Deuren s.c. P.O. Box 2018 Madison, WI 53701-2018 See Exhibits A, B, C, D, E, F Parcel Numbers

CROSS-EASEMENT AGREEMENT

subject to verificati	ion following review of title)]
and the R. F. and C.	A. Reneau Living Trust ("Lot 16 Owner"). [note: proper names
Owner"), 1102 SOU	TH PARK LLC ("Lot 1 Owner"), Marc R. Wolfman ("Lot 15 Owner")
day of	, 2011, by and among WINGRA POINT, LLC ("Lot 2 and 3
THIS CROS	S-EASEMENT AGREEMENT (the "Agreement") is executed this

RECITALS:

- A. Lot 1 Owner is the owner of that certain property more particularly described on Exhibit A attached hereto and made a part hereof located in the City of Madison, Wisconsin ("Lot 1").
- B. Lot 2 and 3 Owner is the owner of that certain property more particularly described on Exhibit B attached hereto and made a part hereof ("Lot 2") and of that certain property more particularly described on Exhibit C attached hereto and made a part hereof ("Lot 3"), both being in the City of Madison, Wisconsin.
- C. Lot 15 Owner is the owner of certain property more particularly described on Exhibit D attached hereto and made a part hereof ("Lot 15").
- D. Lot 16 Owner is the owner of certain property more particularly described on Exhibit E attached hereto and made a part hereof ("Lot 16").
- F. Lot 1 Owner, Lot 2 and 3 Owner, Lot 15 Owner and Lot 16 Owner desire to create certain easements which shall be in effect in perpetuity.
- G. Lot 1 Owner, Lot 2 and 3 Owner, Lot 15 Owner and Lot 16 Owner are collectively referred to as "Owners" and individually as an "Owner."

NOW, THEREFORE Lot 1 Owner, Lot 2 and 3 Owner, Lot 15 Owner and Lot 16 Owner do hereby agree as follows:

1. <u>Creation of Driveway Easement.</u>

(a) <u>Grant by Lot 2 and 3 Owner</u>. Lot 2 and 3 Owner hereby grants to the other Owners a perpetual easement and right-of-way for the benefit of the other Owners over that portion of Lot 2 more particularly described on Exhibit F to use such portion of Lot 2 as part of a joint driveway for vehicular and pedestrian ingress and egress connecting Fish Hatchery Road, South Park Street and Midland Street

- (b) <u>Grant by Lot 1 Owner</u>. Lot 1 Owner hereby grants to the other Owners a perpetual easement and right-of-way for the benefit of the other Owners over that portion of Lot 1 more particularly described on Exhibit G to use such portion of Lot 1 as part of a joint driveway for vehicular and pedestrian ingress and egress connecting Fish Hatchery Road, South Park Street and Midland Street.
- (c) <u>Grant by Lot 15 Owner</u>. Lot 15 Owner hereby grants to the other Owners a perpetual easement and right-of-way for the benefit of the other Owners over that portion of Lot 15 more particularly described on Exhibit H to use such portion of Lot 15 as part of a joint driveway for vehicular and pedestrian ingress and egress connecting Fish Hatchery Road, South Park Street and Midland Street.
- (d) <u>Grant by Lot 16 Owner</u>. Lot 16 Owner hereby grants to the other Owners a perpetual easement and right-of-way for the benefit of the other Owners over that portion of Lot 16 more particularly described on Exhibit I to use such portion of Lot 16 as part of a joint driveway for vehicular and pedestrian ingress and egress connecting Fish Hatchery Road, South Park Street and Midland Street.
- (e) <u>Driveway Easement</u>. The easements and rights of way collectively granted by the Owners to each other under Sections 1(a), 1(b), 1(c) and 1(d) are referred to as the "Driveway Easement." The actual driveway constructed under Section 3 within the Driveway Easement is referred to as the "Driveway." The Driveway Easement shall be in effect in perpetuity. Attached as Exhibit J is a map depicting the location of the Driveway Easement.
- 2. <u>Permitted Users</u>. The easements granted under Section 1 are for the benefit of the Owners and their respective tenants, employees, customers and invitees.

3. <u>Initial Construction</u>.

- (a) Portion Located on Lot 1 and Lot 2. The portion of the Driveway that is located to either side of the boundary between Lot 1 and Lot 2, and that connects Fish Hatchery Road to South Park Street, shall initially be constructed by Lot 1 Owner. Lot 2 and 3 Owner shall pay one-half of the cost of such initial construction (which one-half portion shall not exceed \$70,000) within ten (10) days of the date Lot 1 Owner furnishes Lot 2 and 3 Owner with proof of Lot 1 Owner's costs of construction.
- (b) <u>Remaining Portion.</u> Lot 1 Owner shall construct the remainder of the Driveway (i.e., the portion that connects Midland Street to the portion of the driveway described in Section 3(a)) at Lot 1 Owner's sole cost and expense.

- 4. <u>Maintenance, Repair, Replacement</u>. At all times, the Driveway and Driveway Easement shall be maintained in a neat and orderly condition, and in good condition and repair. Unless Lot 1 Owner and Lot 2 and 3 Owner otherwise agree, all maintenance, repair, replacement and snow removal shall be performed by Lot 1 Owner, and Lot 2 and 3 Owner shall reimburse one-half of the costs of such maintenance, repair, replacement and snow removal within ten (10) days of the date Lot 1 Owner furnishes Lot 2 and 3 Owner with proof of Lot 1 Owner's costs of the same. Neither Lot 15 Owner nor Lot 16 Owner shall have any responsibility for maintenance, repair, replacement or snow removal (except to the extent the same is required because of the wrongful acts of Lot 15 Owner or Lot 16 Owner).
- 5. <u>Interference Prohibited</u>. No party having the right to use the Driveway or Driveway Easement shall unreasonably interfere with any other party's rights to use of the same.
- 6. <u>Notices</u>. Any notice given in connection with this Agreement shall be in writing and shall be personally delivered or mailed to the recipient at its address for receiving property tax bills, first class, United States mail, postage prepaid. Notice by mail shall be deemed effective upon the third day following deposit in the United States mail.
- 7. <u>Indemnification</u>. Each Owner shall indemnify and defend the other Owners and their respective officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the exercise of any easement rights hereunder by the Insuring Owner (as defined below) or its agents, contractors, subcontractors, invitees, tenants, or employees.
- 8. <u>Insurance</u>. Each Owner (the "Insuring Owner") shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the other Owners (the "Insured Owners") as insureds, to insure against injury to property, person, or loss of life arising out of the Insuring Owner's use, occupancy, or maintenance of the Insured Owners' property, with limits of coverage that are at levels customarily maintained by businesses in Dane County, Wisconsin, and shall provide the Insured Owners with a copy of the insurance policy endorsement or wording showing that the Insured Owners have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin. Each Insuring Owner shall use diligent efforts to obtain the agreement of its insurer that no such policy shall be

cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the Insured Owners. At least thirty (30) days before the expiration of the Insuring Owner's policies, the Insuring Owner shall furnish the Insured Owners with renewals or "binders" of the policies, or the Insured Owners may order such insurance and charge the cost to the Insuring Owner. The Insuring Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Insuring Owner. The Insured Owners may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

- 9. Successors and Assigns. 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 Lot 1 Owner, Lot 2 and 3 Owner, Lot 15 Owner and Lot 16 Owner and their respective successors and assigns as owners of Lot 1, Lot 2, Lot 3, Lot 15 and Lot 16, respectively. The specific parties named as Owners in this Agreement, and each of their respective successors and assigns as fee simple owners of Lot 1, Lot 2, Lot 3, Lot 15 and Lot 16,, or any portion of any such Lot, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in such Lot, except, however, for obligations that accrued during the party's period of ownership of title. If any of the Lots is further divided, the obligations under this Agreement appurtenant to such Lot shall be divided among the lots resulting from the division that have use of the Driveway, whether directly or indirectly.
- 10. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 11. <u>Waivers</u>. 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.
- 12. <u>Enforcement</u>. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
- 13. <u>No Dedication.</u> Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. The Owners agree to cooperate with each

other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

- 14. <u>Amendment.</u> This Agreement may be amended or terminated by a written recorded instrument signed by all of the Owners.
- 15. <u>Contingency.</u> This Agreement shall not take effect until a certified survey map creating Lots 1, 2 and 3 as lots within such certified map is recorded with the Dane County Register of Deeds. If such certified survey map has not been recorded by April 1, 2012, then this Agreement shall automatically be void and of no further force or effect whatsoever.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

WINGRA POINT, LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)	
COUNTY OF DANE) ss.	
	day of, 2011, ne above instrument and acknowledged the same.
	Name:
	Notary Public, State of Wisconsin My Commission:
ACK	NOWLEDGMENT
STATE OF WISCONSIN)	
COUNTY OF DANE) ss.	
	day of, 2011, ment and acknowledged the same.
	Name:
	Notary Public, State of Wisconsin My Commission:
	iviy Commission.

ACKNOWLEDGMENT

STATE OF WISCONSIN)	
) ss.	
COUNTY OF DANE)	
Personally came before me this _	day of, 2011, Marc R.
Wolfman, who executed the above instru	
	Name:
	Notary Public, State of Wisconsin
	My Commission:
STATE OF WISCONSIN)	IOWLEDGMENT
) ss.	
COUNTY OF DANE)	
Personally came before me this _	day of, 2011,
, who executed the above instrum	nent and acknowledged the same.
	Name:
	Notary Public, State of Wisconsin
	My Commission:

CONSENT OF MORTGAGEE OF LOT 1

, the	e holder of a mortgage secured by Lot 1, hereby
consents to the above Agreement and shall be subject to the terms thereof.	agrees that its right, title and interest in and to Lot 1
shall be subject to the terms thereof.	
	_
	By:
	Name:
	Title:
ACK	NOWLEDGMENT
STATE OF)	
) ss.	
COUNTY OF)	
Personally came before me this	day of, 2011,
	to be the of
, who exec	uted the above instrument and acknowledged the
same.	
	Name:
	Notary Public, State of Wisconsin
	My Commission:

CONSENT OF MORTGAGEE OF LOTS 2 AND 3

nereby consents to the above Agreemen	t and agrees that its right, title and interest in and to
Lot 3 shall be subject to the terms thereo	of.
	By:
	Name:
	Title:
ACKN	NOWLEDGMENT
STATE OF)	
) ss.	
COUNTY OF)	
Personally came before me this _	day of, 2011,
, known to me to	o be the of
, who execu	ted the above instrument and acknowledged the
same.	
	Name:
	Notary Public, State of Wisconsin
	My Commission:

CONSENT OF MORTGAGEE OF LOT 15

, the	holder of a mortgage secured by Lot 15, hereby
	rees that its right, title and interest in and to Lot 15
shall be subject to the terms thereof.	<i>5</i> /
J	
	By:
	Name:
	Title:
ACKN	OWLEDGMENT
STATE OF)	
) ss.	
COUNTY OF)	
Personally came before me this _	day of, 2011,
, known to me to	be the of
, who executed the above i	instrument and acknowledged the same.
	Name:
	Notary Public, State of Wisconsin
	My Commission:

CONSENT OF MORTGAGEE OF LOT 16

onsents to the above Agreement and ag	holder of a mortgage secured by Lot 16, hereb grees that its right, title and interest in and to Lo
hall be subject to the terms thereof.	
	By:
	Name:
	Title:
ACKN	IOWLEDGMENT
STATE OF)	
) ss.	
COUNTY OF)	
Personally came before me this _	
, known to me to	o be the of
, who executed the above	instrument and acknowledged the same.
	Name:
	Notary Public, State of Wisconsin
	My Commission:

This document was drafted by, and should be returned to:

Jesse S. Ishikawa Reinhart Boerner Van Deuren s.c. 22 East Mifflin Street P.O. Box 2018 Madison, WI 53701-2018 (608) 229-2200

EXHIBIT A

Legal Description of Lot 1

The Southeasterly One Half of Lot 9, Lots 10 through 14, Block 1 and Lots 1 through 3, Block 6 of Grandview Addition to South Madison together with Lots 1 through 5, Plaenert Replat of part of Block 6, Grandview Addition to South Madison and part of Vacated High Street, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 52 seconds West, 1,101.47 feet to the Easterly corner of Lot 14, Block 1, Grandview Addition to South Madison, said point being on the Southwest line of Park Street, being the Point of Beginning; thence South 58 degrees 43 minutes 34 seconds West along the Southeasterly line of said Lot 14 a distance of 155.01 feet to the centerline of vacated High Street; thence South 30 degrees 50 minutes 20 seconds East along said centerline, 99.67 feet to the Northerly right-of-way line of Midland Street; thence South 58 degrees 43 minutes 34 seconds West along said right-of-way line, 9.97 feet; thence continuing along said right-ofway line North 88 degrees 56 minutes 22 seconds West, 314.48 feet; thence North 01 degrees 00 minutes 16 seconds East, 318.00 feet; thence South 88 degrees 56 minutes 57 seconds East, 98.12 feet to a point of curve; thence Southeasterly 27.82 feet along a curve to the right, having a radius of 40.00 feet, the chord bearing South 69 degrees 01 minutes 33 seconds East, 27.26 feet; thence North 24 degrees 18 minutes 42 seconds East, 12.51 feet to a point of curve; thence Northeasterly 16.89 feet along a curve to the right, having a radius of 28.00 feet, the chord bearing North 41 degrees 35 minutes 30 seconds East, 16.63 feet; thence North 58 degrees 52 minutes 18 seconds East, 137.90 feet to the Southwesterly rightof-way line of Park Street; thence South 30 degrees 50 minutes 20 seconds East along said right-of-way line, 275.00 feet to the point of beginning.

Parcel contains 114,818 square feet or 2.635 acres.

Tax Parcel Numbers:

0709-262-1207-1

0709-262-1208-9

0709-262-1201-3

0709-262-1202-1

0709-262-1204-7

0709-262-1205-5

EXHIBIT B

Legal Description of Lot 2

Lots 5 through 8, and the Northwest one-half of lot 9, Block 1, Grandview Addition to South Madison and part of Vacated High Street, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 52 seconds West, 1,101.47 feet to the Easterly corner of Lot 14, Block 1, Grandview Addition to South Madison, said point being on the Southwest line of Park Street; thence North 30 degrees 50 minutes 20 seconds West along said right-of-way line, 275.00 feet to the Point of Beginning; thence South 58 degrees 52 minutes 18 seconds West, 137.90 feet to a point of curve; thence Southwesterly 16.89 feet along an arc of a curve to the left, having a radius of 28.00 feet, the chord bearing South 41 degrees 35 minutes 30 seconds West, 16.63 feet; thence South 24 degrees 18 minutes 42 seconds West, 12.51 feet to a point on a curve; thence Northwesterly 27.82 feet along an arc of a curve to the left, having a radius of 40.00 feet, the chord bearing North 69 degrees 01 minutes 33 seconds West, 27.26 feet; thence North 88 degrees 56 minutes 57 seconds West, 98.12 feet to the East right-of-way line of Fish Hatchery Road; thence North 01 degrees 00 minutes 16 seconds East along said right-of-way, 50.00 feet; thence North 01 degrees 17 minutes 10 seconds West, 140.74 feet; thence North 59 degrees 15 minutes 55 seconds East, 168.38 feet to the Southwesterly right-of-way line of Park Street; thence South 30 degrees 50 minutes 20 seconds East along said right-of-way line, 225.00 feet to the point of beginning.

Parcel contains 48,756 square feet or 1.119 acres.

Tax Parcel Number: 0709-262-0807-0

EXHIBIT C

Legal Description of Lot 3

Lots 1 and 2, Certified Survey Map No. 175, recorded in Volume 1, Page 175 of Certified Survey Maps of Dane County as Document No. 1120857 and Part of Lot 2 through 4, Block 1, Grandview Addition to South Madison, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 52 seconds West, 1,101.47 feet to the Easterly corner of Lot 14, Block 1, Grandview Addition to South Madison, said point being on the Southwest line of Park Street; thence North 30 degrees 50 minutes 20 seconds West along said right-of-way line, 500.00 feet to the Point of Beginning; thence South 59 degrees 15 minutes 55 seconds West, 168.38 feet to the East right-of-way line of Fish Hatchery Road; thence North 01 degrees 17 minutes 10 seconds West, 9.38 feet; thence North 01 degrees 00 minutes 16 seconds East, 289.35 feet to a point of curve; thence Northeasterly 15.51 feet along an arc of a curve to the right, having a radius of 6.00 feet, the chord bearing North 75 degrees 04 minutes 58 seconds East, 11.54 feet to the Southwesterly right-of-way line of Park Street; thence South 30 degrees 50 minutes 20 seconds East along said right-of-way line, 251.10 feet to the point of beginning.

Parcel contains 22,890 square feet or 0.525 acres.

Tax Parcel Number: 0709-262-0807-0

EXHIBIT D

Legal Description of Lot 15

Lot 15, Block 1, Grandview Addition to South Madison, together with:

That part of Vacated High Street adjacent to Lot 15, Block 1, Grandview Addition to South Madison, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Northerly corner of Lot 15, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence South 58 degrees 43 minutes 34 seconds West along the Northwesterly line of said Lot 15 a distance of 130.01 feet to the point of beginning; thence South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 15 a distance of 50.00 feet to the Southerly corner of said Lot 15; thence South 58 degrees 43 minutes 34 seconds West on an extension of the Southeasterly line of said Lot a distance of 25 feet to the centerline of vacated High Street; thence North 30 degrees 50 minutes 20 seconds West along said centerline, 50.00 feet to the extension of the Northwesterly line of Lot 15, aforesaid; thence North 58 degrees 43 minutes 34 seconds East along said line 25.00 feet to the point of beginning. Said parcel contains 1,250 square feet or 0.028 acres.

Tax Parcel Number: 0709-262-0802-0

EXHIBIT E

Legal Description of Lot 16

Lot 16, Grandview Addition to South Madison, in the City of Madison, Dane County, Wisconsin, together with:

That part of Vacated High Street adjacent to Lot 16, Block 1, Grandview Addition to South Madison, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Northerly corner of Lot 15, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence South 58 degrees 43 minutes 34 seconds West along the Northwesterly line of said Lot 15 a distance of 130.01 feet; thence South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 15 a distance of 50.00 feet to the Southerly corner of said Lot 15, also being the Westerly corner of Lot 16, and the point of beginning; thence continuing South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 16 a distance of 49.67 feet to the Southerly corner of Lot 16, also being a point on the Northwesterly right-of-way line of Midland Street; thence South 58 degrees 43 minutes 34 seconds West on an extension of the Southeasterly line of said Lot 16 a distance of 25.00 feet to the centerline of vacated High Street; thence North 30 degrees 50 minutes 20 seconds West along said centerline, 49.67 feet to the Southwesterly extension of the Northwesterly line of Lot 16, aforesaid; thence North 58 degrees 43 minutes 34 seconds East along said line 25.00 feet to the point of beginning. Said parcel contains 1,241 square feet or 0.028 acres.

Tax Parcel Number: 0709-262-0802-0

EXHIBIT F

Legal Description of Portion of Easement Located on Lot 2

Part of Lot 2, of proposed Certified Survey Map, and part of Vacated High Street, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Easterly corner of Lot 14, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence North 30 degrees 50 minutes 20 seconds West along said right-of-way line, 275.00 feet to the point of beginning; thence South 58 degrees 52 minutes 18 seconds West, 137.90 feet to a point of curve; thence Southwesterly 16.89 feet along an arc of a curve to the left, having a radius of 28.00 feet, the chord bearing South 41 degrees 35 minutes 30 seconds West, 16.63 feet; thence South 24 degrees 18 minutes 42 seconds West, 12.51 feet to a point on a curve; thence Northwesterly 27.82 feet along an arc of a curve to the left, having a radius of 40.00 feet, the chord bearing North 69 degrees 01 minutes 33 seconds West, 27.26 feet; thence North 88 degrees 56 minutes 57 seconds West, 98.12 feet to the new Easterly right-of-way line of Fish Hatchery Road; thence North 01 degrees 00 minutes 16 seconds East along said right-of-way, 12.00 feet; thence South 88 degrees 56 minutes 57 seconds East, 81.86 feet to a point of curve; thence Northeasterly 15.73 feet along an arc of a curve to the left, having a radius of 28.00 feet, the chord bearing North 74 degrees 57 minutes 41 seconds East, 15.52 feet; thence North 58 degrees 52 minutes 18 seconds East, 173.42 feet to the Southwesterly right-of-way line of Park Street; thence South 30 degrees 50 minutes 20 seconds East along said right-of-way line 24.00 feet to the point of beginning.

Said easement area contains 5,569 square feet or 0.127 acres.

Tax Parcel Number: 0709-262-0807-0

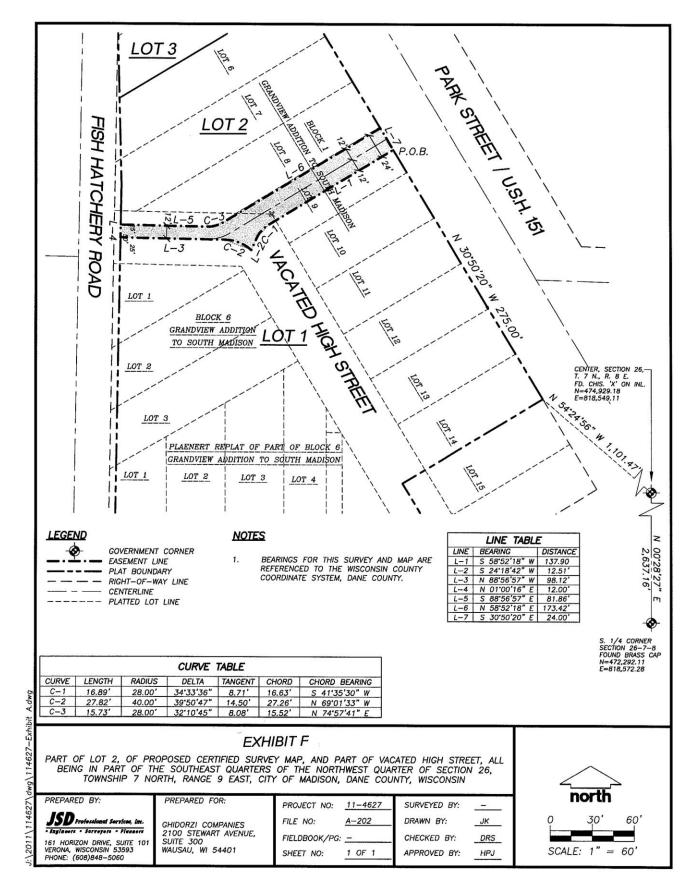


EXHIBIT G

Legal Description of Portion of Easement Located on Lot 1

Part of Lot 1, of proposed Certified Survey Map, and part of Vacated High Street, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Easterly corner of Lot 14, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence South 58 degrees 43 minutes 34 seconds West along the South line of said Lot 14 a distance of 143.01 feet to the point of beginning; thence continuing South 58 degrees 43 minutes 34 seconds West, 12.00 feet to the centerline of vacated High Street; thence South 30 degrees 50 minutes 20 seconds East along said centerline, 99.67 feet to the Northerly right-of-way line of Midland Street; thence South 58 degrees 43 minutes 34 seconds West along said right-of-way line, 9.97 feet to an angle point in said right-of-way; thence North 88 degrees 56 minutes 22 seconds West, 2.39 feet; thence North 30 degrees 50 minutes 20 seconds West, 180.68 feet; thence North 35 degrees 27 minutes 51 seconds West, 86.75 feet; thence North 30 degrees 51 minutes 00 seconds West, 83.06 feet to a point of curve; thence Northwesterly 27.45 feet along an arc of a curve to the left, having a radius of 28.00 feet, the chord bearing North 60 degrees 51 minutes 44 seconds West, 26.37 feet; thence North 88 degrees 56 minutes 57 seconds West, 98.12 feet to the new Easterly right-of way line of Fish Hatchery Road; thence North 01 degrees 00 minutes 16 seconds East along said right-of way line, 12.00 feet; thence South 88 degrees 56 minutes 57 seconds East, 98.12 feet to a point of curve; thence Southeasterly 27.82 feet along an arc of a curve to the right, having a radius of 40.00 feet, the chord bearing South 69 degrees 01 minutes 33 seconds East, 27.26 feet; thence North 24 degrees 18 minutes 42 seconds East, 12.51 feet to a point of curve; thence Northeasterly 10.26 feet along an arc of a curve to the left, having a radius of 28.00 feet, the chord bearing North 34 degrees 48 minutes 42 seconds East, 10.21 feet to a point on a curve; thence Southeasterly 12.95 feet along an arc of a curve to the left, having a radius of 14.02 feet, the chord bearing South 04 degrees 23 minutes 00 seconds East, 12.49 feet; thence South 30 degrees 51 minutes 00 seconds East, 93.85 feet; thence South 35 degrees 27 minutes 51 seconds East, 86.75 feet; thence South 30 degrees 50 minutes 20 seconds East, 83.07 feet to the point of beginning.

Said easement area contains 9,051 square feet or 0.207 acres.

Vacated right-of-way – no tax parcel.

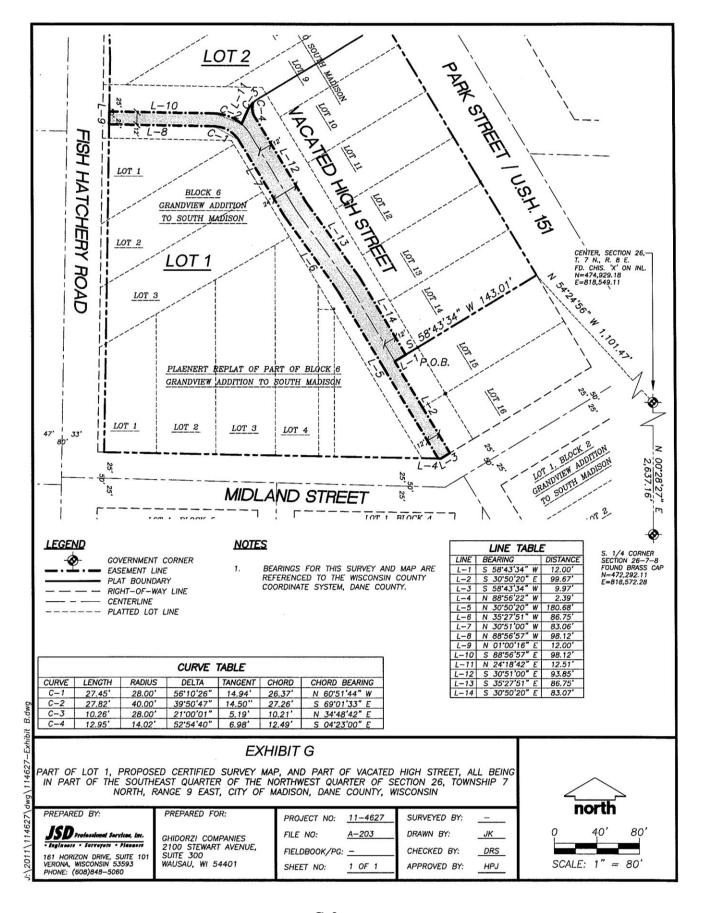


EXHIBIT H

Legal Description of Portion of Easement Located on Lot 15

The southwesterly 12 feet of that part of Vacated High Street adjacent to Lot 15, Block 1, Grandview Addition to South Madison, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Northerly corner of Lot 15, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence South 58 degrees 43 minutes 34 seconds West along the Northwesterly line of said Lot 15 a distance of 130.01 feet to the point of beginning; thence South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 15 a distance of 50.00 feet to the Southerly corner of said Lot 15; thence South 58 degrees 43 minutes 34 seconds West on an extension of the Southeasterly line of said Lot a distance of 25 feet to the centerline of vacated High Street; thence North 30 degrees 50 minutes 20 seconds West along said centerline, 50.00 feet to the extension of the Northwesterly line of Lot 15, aforesaid; thence North 58 degrees 43 minutes 34 seconds East along said line 25.00 feet to the point of beginning.

Tax Parcel Number: 0709-262-0802-0

EXHIBIT I

Legal Description of Portion of Easement Located on Lot 16

The southwesterly 12 feet of that part of Vacated High Street adjacent to Lot 16, Block 1, Grandview Addition to South Madison, all being in part of the Southeast Quarter of the Northwest of Section 26, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the Center of Section 26, aforesaid; thence North 54 degrees 24 minutes 56 seconds West, 1,101.47 feet to the Northerly corner of Lot 15, Block 1, Grandview Addition to South Madison, said point being on the Southwesterly right-of-way line of Park Street; thence South 58 degrees 43 minutes 34 seconds West along the Northwesterly line of said Lot 15 a distance of 130.01 feet; thence South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 15 a distance of 50.00 feet to the Southerly corner of said Lot 15, also being the Westerly corner of Lot 16, and the point of beginning; thence continuing South 30 degrees 50 minutes 20 seconds East along the Southwesterly line of Lot 16 a distance of 49.67 feet to the Southerly corner of Lot 16, also being a point on the Northwesterly right-of-way line of Midland Street; thence South 58 degrees 43 minutes 34 seconds West on an extension of the Southwesterly line of said Lot 16 a distance of 25.00 feet to the centerline of vacated High Street; thence North 30 degrees 50 minutes 20 seconds West along said centerline, 49.67 feet to the Southwesterly extension of the Northwesterly line of Lot 16, aforesaid; thence North 58 degrees 43 minutes 34 seconds East along said line 25.00 feet to the point of beginning. Said parcel contains 1,241 square feet or 0.028 acres.

EXHIBIT J

