

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3503224

06/19/2002 05:30:35PM

Trans. Fee:  
Exempt #:

Rec. Fee: 29.00  
Pages: 10

001903

Document Number

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement")  
made this 17<sup>th</sup> day of June, 2002,  
by and between LANCASTER PROPERTIES, INC.  
(hereinafter referred to as "Lancaster") and 5555 HIGH  
CROSSING BLVD., L.L.C. (hereinafter referred to as "High  
Crossing"), sometimes referred to collectively as the Parties;

RECITALS:

WHEREAS, High Crossing is currently the  
owner of the property commonly identified as 5555 High  
Crossing Boulevard in the City of Madison, Wisconsin, which  
property is legally described on the attached Exhibit A (the  
"High Crossing Parcel"); and

WHEREAS, Lancaster is the owner of the  
property commonly known as 3601 Cross Hill Drive in

the City of Madison, Wisconsin, which property is legally described on the attached Exhibit B (the  
"Lancaster Parcel"); and

WHEREAS, High Crossing and Lancaster desire to establish and locate an  
Easement over the property legally described on Exhibit C (the "Easement Property"); and

WHEREAS, the Parties desire to establish their rights and responsibilities with  
respect to the joint driveway by the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and  
agreements contained herein, the Parties hereto mutually covenant and agree as follows:

1. Grant of Easement. High Crossing and Lancaster each grant, transfer and convey to  
the other and their respective successors and assigns a nonexclusive, perpetual joint driveway  
easement over that portion of the Easement Property which is owned by each party respectively,  
subject to the terms of this Agreement (the "Easement"). The purpose of the Easement is to  
provide ingress and egress for all forms of vehicular and pedestrian traffic to and from the High  
Crossing Parcel and the Lancaster Parcel. The use of the Easement shall include use by the Parties,  
their officers, agents, employees, invitees, tenants, licensees, guests and permittees.

2. Noninterference. The Parties acknowledge and agree that the Easement is for their  
mutual benefit, and each party shall use the Easement in such a manner so as not to interfere with  
the other party's use thereof.

Recording Area

Name and Return Address

T. Wall Properties  
P.O. Box 7700  
Madison, WI 53707-7700

60-0810-221-0204-0,  
60-0810-221-0205-8

Parcel Identification Number (PIN)

10/29

001904

3. Run With Land. The benefits and burdens of the Easement shall run with the land and shall be appurtenant to each of the High Crossing Parcel and the Lancaster Parcel, together with any other property which is contiguous to such parcels and which may come into common ownership with any of such parcels, and this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Construction of Driveway. The first party to develop their portion of the property (the "Constructing Party") agrees to construct and pave a driveway over the Easement Property. All costs in connection therewith shall be shared equally by the Parties. The Constructing Party shall forward invoices for such work, and the other party covenants and agrees to promptly pay one-half (1/2) of the total amount owing to the Constructing Party as reimbursement for the amount incurred by the Constructing Party. Failure of the other party to pay such amount within ten (10) days of the Constructing Party's invoicing therefor shall entitle the Constructing Party to the same rights and remedies as outlined in the last two sentences of Paragraph 5 below.

5. Maintenance. The following standards shall apply to maintenance and repair of the Easement Property regardless of the lot on which said lot the repair is situated:

a. The surface and subsurface of the Easement Property shall be maintained, repaired and replaced in order to maintain it evenly, covered with the type of materials or landscaping originally constructed thereon or such substitutes as are, in all respects, equal to such materials in terms of quality, appearance and durability.

b. The Easement Property shall be maintained free of papers, debris, ice, snow (except as is necessary for seasonal and temporary storage), refuse and other hazards to the Occupants or Permittees using said Easement Property and shall be washed or thoroughly swept as required.

c. All landscaped areas, if any, within the Easement Property shall be maintained on an appropriate seasonal basis in a neat, uniform standard of appearance.

d. Entrances, exits, stop and other traffic and directional signs and markers shall be maintained, repaired and replaced in the Easement Property as may be reasonably necessary or required from time to time to provide adequate direction to Occupants and Permittees who may be using the same.

e. Any equipment, dividers or barricades located on the Easement Property shall be maintained in a clean and fully operational condition.

f. The Easement Property shall be maintained in a level and smooth manner and shall be painted and repainted from time to time as may be necessary to identify traffic lanes, traffic flow direction and such other matters as are appropriate for the purposes of this easement.

g. The Easement Property shall be lighted in such a manner as the maintainees shall determine in the reasonable exercise of their discretion, and all light standards shall be maintained, repaired and replaced, including bulb replacement, on a regular basis as

needed. Electric utility costs shall be included in the term "Maintenance" as that term is defined below.

6. Costs of Maintenance. Either party to this Agreement may maintain and repair the joint driveway on the Basement Property. If a party (hereinafter referred to as the "Moving Party") elects to maintain and repair the joint driveway, the Moving Party shall first obtain at least two (2) bids for the proposed work and submit those bids to the other party for review and approval if said work is anticipated to cost more than \$2,500.00 (if less than \$2,500.00 no bids are necessary). The other party shall have twenty (20) days to respond, and if the response is approval, the Moving Party shall commence the maintenance and repair under the terms of the least expensive bid, unless the Parties mutually agree to accept the other bid (a non-response shall be considered an affirmative/approval). If the other party objects (hereinafter referred to as the "Objecting Party") to the bids and withholds approval, the Objecting Party shall have ten (10) days to obtain an alternate bid, and the work shall then be done under the terms of the least expensive of the three bids, unless the Parties agree otherwise. If the Objecting Party does not obtain such a third bid within the allotted time, the Moving Party may proceed with the maintenance and repair under the least expensive of the first two bids. In all events, each party shall promptly pay one-half (1/2) of the entire cost of the maintenance and repairs directly to the vendors/contractors. The maintenance and repair of the joint driveway shall include, but not be limited to, snow and ice removal, salting and paving. Ice and snow shall be removed from the joint driveway at reasonable and appropriate times in order that the joint driveway shall be clear and open at all normal business hours for its intended purpose. It is agreed that, with respect to snow removal, the first party to be on the site of the joint driveway to remove snow shall remove the snow from both sides of the joint driveway at no charge to the other party, it being anticipated that over time each party shall coordinate snow removal activities with the other party to the end that each party shall undertake approximately one-half (1/2) of the snow removal on the joint driveway. Snow removed from the joint driveway shall be placed equally and shall not upon either the High Crossing Parcel or the Lancaster Parcel, impede or obstruct the use of such parcels' driveways and roadways by the owner thereof, its tenants or others. The surface of the joint driveway shall be maintained at all times in good physical condition so as not to create any impediment to travel or hazardous condition and to project a clean, neat and attractive appearance for the benefit of the High Crossing Parcel and the Lancaster Parcel. If either party refuses to undertake its fair share of necessary maintenance and repair, the other party may undertake such maintenance and repair and submit an invoice to the declining party for one-half (1/2) of the cost, and if the declining party does not pay its one-half (1/2) of such costs, the party performing the work shall have a cause of action against the declining party for the unpaid costs (together with interest at the prime rate as published in the Wall Street Journal from the date the costs were incurred), which may include placing a lien on the property of the party who has not paid its share of costs. The prevailing party shall be entitled to recover all of its costs and expenses, including, but not limited to, attorneys' fees and court costs.

7. Indemnification. The Parties hereby agree to mutually indemnify and hold each other harmless from any and all claims, actions, suits, demands, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees and court costs for the acts or omissions of each respective party, its officers, agents, employees, invitees, licensees, guests and permittees, with respect to use of the Basement. Each party covenants and agrees that it will not permit a lien to be placed upon the other's parcel as a result of work performed under the terms of this Agreement, except as referenced in Paragraph 5 above.

001906

8. Additions to Lots. The Easements created hereby are also appurtenant to any land that may subsequently come into common ownership with the Property and that is contiguous to the Property. An area physically separated from the Property but having access thereto by means of public ways or private easements or rights-of-way shall be deemed contiguous.

9. Amendment and Termination. Except as otherwise provided herein, this Agreement may be amended or terminated by a writing executed by all of the owner(s) of the Property and any mortgages thereof, and the consent of no other parties shall be required. Any such writing shall be recorded with the Register of Deeds of Dane County, Wisconsin.

10. Attorneys' Fees. Any party benefited or burdened by the Easements may enforce this instrument by appropriate action, and should it prevail in such litigation, it shall recover as part of its costs reasonable attorneys' fees.

11. Binding Effect. This Agreement and the burdens and benefits herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have placed their hands and seals on the day and year first above written.

LANCASTER PROPERTIES, INC.

By: Jon Lancaster, Pro  
Jon Lancaster, President

5555 HIGH CROSSING BLVD., L.L.C.  
By: T. Wall Properties Management Corp. *TEW*  
It's Manager Master

By: Terrance R. Wall  
Terrance R. Wall, President

001907

ACKNOWLEDGMENTS

STATE OF WISCONSIN )  
 ) ss.  
DANE COUNTY )

Personally came before me this 19<sup>th</sup> day of June, 2002, the above named Jon Lancaster, President of Lancaster Properties, Inc., to me known to be the person who executed the foregoing instrument, and to me known to be such officer of such corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation, by its authority.

Patricia A. Wheeler  
\* Patricia A. Wheeler  
Notary Public, State of Wisconsin  
My commission: 2/15/04

STATE OF WISCONSIN )  
 ) ss.  
DANE COUNTY )

Personally came before me this 19<sup>th</sup> day of June, 2002, the above named Terrence R. Wall, as President of T. Wall Properties Master Corp. Manager of 5555 High Crossing Blvd., L.L.C., to me known to be the person who executed the foregoing instrument, and to me known to be the officer of such limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the deed of such limited liability company, by its authority.

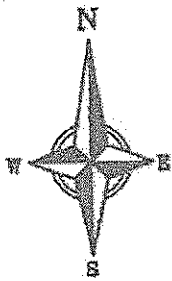
Patricia A. Wheeler  
\* Patricia A. Wheeler  
Notary Public, State of Wisconsin  
My commission: 2/15/04

\*Print name of Notary Public

Drafted by: Jeffrey A. Lee

# EXHIBIT C.1 PROPOSED COMMON ACCESS EASEMENT

THIS EXHIBIT IS BASED UPON A SURVEY PERFORMED  
BY MOORE SURVEYING, LLC IN MAY OF 2001



GRAPHIC SCALE FEET



EXISTING UNDERGROUND  
TELEPHONE EASEMENT AS  
PER DOC# 2264463  
(WISC. BELL) 16.6' WIDE

10' WIDE TEL EASEMENT  
CENTERED ON EXISTING  
CABLE PER DOC. #  
2526116 (WISC. BELL)

FUTURE 20' GAS AND  
UTILITY EASEMENT

N89°04'44"E (569.47)  
569.26' (569.80)

W 1/4 SECTION 23,  
T8N, R10E

VACATED NELSON RD.

CENTER SECTION 23,  
T8N, R10E

FUTURE 15' GAS AND  
UTILITY EASEMENT

10' WIDE GAS EASEMENT TO  
MO&E PER DOC. NO. 2526118  
TO BE RELEASED BY MO&E

PROPOSED  
COMMON  
ACCESS  
EASEMENT

LOT 2  
C.S.M.  
8166

CROSS HILL DRIVE

HIGH CROSSING BLVD.

LANDS

19 Mar 2002 - 8:30a W:\002\env\Drawn\cctv\env\env.dwg ©2002 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES**  
Committed to Quality Service Since 1976  
MILWAUKEE - MADISON - GOSHOPPEL - PRODUCE M&B GROUP  
6225 Mineral Point Road Madison, Wisconsin 53705-4504  
Phone: (608) 233-8800 Fax: (608) 233-4181

REVISIONS	SCALE 1"=100'	SHEET
	CHECKED JRG	1 OF 1
	DRAFTER JRG	
	DATE 3/15/02	
JOB NO. Job #		