

CITY OF MADISON
CITY ATTORNEY'S OFFICE
Room 401, CCB
266-4511

MEMORANDUM

TO: Kevin Briski, Parks Superintendent
Don Marx, Manager, Office of Real Estate Services
Jeanne Hoffman, Facilities and Sustainability Manager, Eng. Division

FROM: Doran Viste, Assistant City Attorney

DATE: November 11, 2010

RE: James Madison Park: Title summary and ability to locate community gardens therein

Jeanne Hoffman recently raised the question with the Office of Real Estate Services and the City Attorney's Office of whether community gardens could be located in James Madison Park, and if so, are there any restrictions on where said gardens could be located. To address this question, the City obtained a title report for the Park which I have recently reviewed (a summary of which is attached to this memo). It is my conclusion that, except for the leased properties noted below, there are no restrictions on the City's use of the James Madison Park property and that, unless otherwise prevented by the presence of underground utilities or lease conditions, community gardens can be placed anywhere in the park.

A review of the title report shows that James Madison Park has been pieced together by the City through numerous acquisitions starting in 1928 and ending in 1995 and today is generally the land along Lake Mendota from N. Butler St. extending northeast along E. Gorham St. to approximately 132 feet southwest of N. Livingston St. Unlike other downtown parks such as Brittingham, Tenney or Vilas, these lands were not donated to the City subject to various use restrictions, but rather were acquired piecemeal by the City through numerous transactions either by warranty deed, quit claim deed, or condemnation without any restrictions at all. In fact, none of the land is even dedicated for parks purposes and can be used or disposed of by the City without limitation. Hence, unlike other City parks, there are no restrictions, except for those present due to utility easements or lease agreements, on the use of any of this land for community garden purposes or other pseudo-private use. The notable exceptions to this conclusion are the Lincoln school property, the Hoover Boat House "parcel", and the three rental houses (the Collins, Worden, and Ziegelman Houses), As for the three rental properties, as I have not seen the leases that may be applicable to these properties, I'm not sure if the entire property to the lake behind the houses is part of the lease or if that is still treated as City parkland, but to the extent that the land is subject to the leases these areas are off limits, or should be off limits, to other private use. As for the Lincoln School area, the lot itself is subject to a lease and is off limits for other private use. However, a garden would be permissible above the underground parking

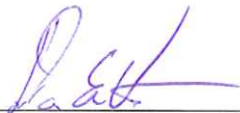
November 11, 2010

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garage on the land immediately adjacent to the school as that use would not be in violation of the underground parking lease at that area.

Finally, during a review of the title report, it became apparent that when the City acquired seven parcels by condemnation to complete the main Park back in 1969-1970, that while the City properly acquired title to the properties through condemnation under Wis. Stat. Sec. 32.06, that the City did not clear up the title reports maintained by the Register of Deeds. Therefore, in the near future, to clear up the title to these seven parcels, I will be working with Heidi Fischer of the Office of Real Estate Services to gather the condemnation related documents and file a joint release of the seven lis pendens currently filed against these parcels.

Let me know if you have any questions.



Doran Viste

| Map | Parcel | Price | Report | Doc | Date | Lot/Parcels | Description | From | To | Action | Restrictions | Reversion | Rights conveyed |
|------|--------|--------|--------|---------|------------|--|--|---------------------|------|---------------------------|--------------|-----------|--------------------------|
| 1.1 | 1 | 8.1-3 | e | 679169 | 11/12/1943 | Orig. Plat, Blk 272, Lots 1-3; N.W. Deans Sub of Blk 262, Lots 1-9; s/w 1/2 of vacated N. Franklin St.; Vacated N. Hancock | 300 E. Gorham St.; Current Park from N. Butler St. to extension of N. Franklin St. to Lake Mendota 128 feet back from Mendota shore at Butler to southern line of Gilman extended, 132 feet in at deepest point; Parcel 33 feet wide by 115.5 feet deep along south line of Gilman extended | Niss, et al | City | Warranty Deed | None | No | Fee |
| 1.2 | 1 | 15.1 | l | 1083046 | 9/17/1963 | NW 1/2 of Lot 6, NW Deans Sub of Blk 262, except 16.5 feet wide across NE end SE 1/2 of Lot 6, NW Deans Sub of Blk 262, except NE 16.5 feet | Parcel 33 feet wide along Butler and 115.5 feet deep, starting 198 feet from intersection with Gorham | Kinzie | City | Warranty Deed | None | No | Fee |
| 1.3 | 1 | 19.1-2 | p | 1099409 | 4/23/1964 | NW 1/2 of Lot 5, NW Deans Sub of Blk 262, except 16.5 feet wide across NE end SE 1/2 of Lot 5, NW Deans Sub of Blk 262, except NE 16.5 feet | Parcel 33 feet wide along Butler and 115.5 feet deep, starting 198 feet from intersection with Gorham | Malas | City | Warranty Deed | None | No | Fee |
| 1.4 | 1 | 20.1 | q | 1138529 | 8/6/1965 | NW 1/2 of Lot 5, NW Deans Sub of Blk 262, except 16.5 feet wide across NE end SE 1/2 of Lot 5, NW Deans Sub of Blk 262, except NE 16.5 feet | Parcel 33 feet wide along Butler and 115.5 feet deep, starting 198 feet from intersection with Gorham | Grafton | City | Warranty Deed | None | No | Fee |
| 1.5 | 1 | 17.1-2 | n | 1085136 | 10/10/1963 | NW 44 feet on Butler of Lot 1 and NW 32 feet of SW 49.5 feet of Lot 2, NW Deans Sub of Blk 262 | Parcel 33 feet wide along Butler and 115.5 feet deep, starting 132 feet from intersection with Gorham | Collins | City | Warranty Deed | None | No | Fee |
| 1.6 | 1 | 13.1 | j | 1081243 | 8/27/1963 | NW 44 feet on Butler of Lot 1 and NW 32 feet of SW 49.5 feet of Lot 2, NW Deans Sub of Blk 262 | Parcel 88 feet towards Lake up Butler from Gorham, 66 feet in, then narrowing to 32 feet wide and 49.5 feet in | Terry | City | Warranty Deed | None | No | Fee |
| 1.7 | 1 | 18.1-2 | o | 1085216 | 10/10/1963 | SW 33 feet of the SE 88 feet of Lot 1, NW Deans Sub of Blk 262 | Parcel 33 feet wide along Gorham and 88 feet along Butler | Sennett | City | Warranty Deed | None | No | Fee |
| 1.8 | 1 | 14.1 | k | 1082931 | 9/16/1963 | NE 1/2 of the SE 88 feet in depth of Lot 1, NW Deans Sub of Blk 262 | Parcel 33 feet by 88 feet, starting 33 feet up Gorham from corner of Butler | Biled | City | Warranty Deed | None | No | Fee |
| 1.9 | 1 | 16.1 | m | 1084321 | 10/1/1963 | SE 100 feet of the SW 49.5 feet of Lot 2, NW Deans Sub of Blk 262 | Parcel 49.5 wide along Gorham and 100 feet deep, starting 66 feet from intersection with Butler | Mitchell | City | Warranty Deed | None | No | Fee |
| 1.10 | 1 | 9.1-3 | f | 870437 | 3/31/1954 | NW Deans Sub of Blk 262, Lots 3, 4 & 9 + 16.5 foot strip through Lots 2, 5 & 6 adjacent to Lots 3 & 9; Blk 272, Lots 1 & 2 (132 feet) (1/2 interest) | From Hancock extended 148.5 feet SW, and then to Lake and from Hancock extended 132 feet NE along Gorham, extended to the Lake | Conklin | City | Trustee's Deed | None | No | Fee |
| 1.11 | 1 | 1.1-2 | | 632035 | 5/14/1940 | N. Hancock Extended (Orig. Plat btwn Blks 262 & 272) | N. Hancock Street extended from Gorham to Lake Mendota; 66 feet wide | | | Council Vacation | None | No | City Ord. |
| 1.12 | 1 | 5.1 | b | 529152a | 7/9/1931 | Orig. Plat, Blk 272, Lot 3 | 66 feet of frontage southwest of the Franklin Street ROW extended | Miller & Morrison | City | Warranty Deed | None | No | Fee |
| 1.13 | 1 | 2.1-3 | | 1383658 | 10/23/1973 | N. Franklin Extended (Orig. Plat btwn Blks 261 & 272) | SW 1/2 of N. Franklin Street extended from Gorham to Lake Mendota; 33 feet wide | | | Council Vacation | None | No | ROW vacated by City Ord. |
| 2.1 | 2 | 2.1-3 | | 1383658 | 10/23/1973 | Orig. Plat, Blk 260, Lots 1-6; Blk 261, lots 1-4; Vacated N. Blair St. and NE 1/2 of Vacated n. Franklin St. to Lake Mendota to Worden House | NE 1/2 of N. Franklin Street extended from Gorham to Lake Mendota; 33 feet wide; Subject to 12ft Utility Easement | | | Council Vacation | None | No | ROW vacated by City Ord. |
| 2.2 | 2 | 7.1-2 | d | 676193 | 8/31/1943 | Lot 1, Blk 261 (SW 50 feet, except SE 88.3 feet thereof) | Rectangular parcel adjacent to Franklin extended, 50 feet wide along Lake frontage and 144 feet back towards; | Dean | City | Warranty Deed | None | No | Fee |
| 2.3 | 2 | 23.1-2 | t | 1159483 | 4/29/1966 | Lot 1, Blk 261 (SW 50 feet, SE 88.3 feet thereof) | Rectangular parcel adjacent to Franklin extended, 50 feet wide and 88.3 feet deep | Swenson | City | Warranty Deed | None | No | Fee |
| 2.4 | 2 | 25.1-2 | v | 1200543 | 11/14/1967 | Blk 261, NE 16 feet of Lot 1 and SW 20 feet of Lot 2 | Parcel 36 feet wide beginning 50 feet from Franklin ROW extended on Gorham, to Lake | Siker | City | Warranty Deed | None | No | Fee |
| 2.5 | 2 | 27.1-2 | x | 1233946 | 2/11/1969 | Blk 261, Lot 2, except SW 20 feet | Parcel 46 feet wide beginning 85 feet NE of Franklin St ROW extended | McGilligan | City | Condemnation (US PENDENS) | None | No | Fee |
| 2.6 | 2 | 28.1-2 | y | 1233947 | 2/11/1969 | Blk 261, Lot 3 | Parcel 66 feet wide beginning 136 feet NE of Franklin St ROW extended | Lwesey & McGilligan | City | Condemnation (US PENDENS) | None | No | Fee |
| 2.7 | 2 | 12.1 | i | 1063744 | 12/26/1962 | Lot 4, Blk 261 | 66 feet adjacent to sw of Blair extended | Kupfer Foundry | City | Warranty Deed | None | No | Fee |
| 2.8 | 2 | 3.1-3 | | 1383659 | 10/23/1973 | N. Blair Extended (Orig. Plat btwn lots 260 & 261) | N. Blair Street extended from Gorham to Lake Mendota; 66 feet wide | | | Council Vacation | None | No | ROW vacated by City Ord. |
| 2.9 | 2 | 32.1-2 | cc | 1251592 | 10/21/1969 | Blk 260, Lot 1, except SE 95 feet, 2 inches | Parcel adjacent to Blair ROW extended, beginning 97.35 feet by survey from Gorham | Poyton | City | Condemnation (US PENDENS) | None | No | Fee |
| 2.10 | 2 | 29.1 | z | 1234757 | 2/25/1969 | Blk 260, Lot 1, NW 45.67 of the SE 95 feet 2 inches | Parcel 45.67 feet along Blair ROW extended starting 49.5 feet from Gorham, 66 feet deep | Oakley | City | Warranty Deed | None | No | Fee |

| | | | | | | | | | | | | | |
|------|---|--------|----|---------|------------|--|---|----------------------------|------|----------------------------|--|----|-----|
| 2.11 | 2 | 21.1-2 | r | 1152153 | 1/17/1966 | Lot 1, Blk 260, SE 49.5 feet; Lot 2 NW corner parcel 22 feet wide, starting 97.55 feet from Gorham Lot 2, Blk 260, small triangular piece 4x4 feet | 49.5 feet deep, 66 feet wide parcel along Gorham and Blair ROW; lakeshore parcel 22 feet wide starting 97.55 from Gorham along Lot 2 line | Oakley | City | Warranty Deed | None | No | Fee |
| 2.12 | 2 | 22.1-3 | s | 1152154 | 1/17/1966 | Blk 260, Lot 2, except 4x4 triangular piece and SW 22 feet of the NW parcel starting 97.55 feet from Gorham | 4 by 4 foot triangular piece starting 91 feet from Gorham Parcel, generally, 66 feet along Gorham, starting 66 feet NE of Blair ROW extended, less rectangular piece 22 feet wide in NW corner, starting 97.55 feet from Gorham Parcel 66 feet wide beginning 132 feet NE of Blair ROW extended | Oakley | City | Quit Claim Deed | None | No | Fee |
| 2.13 | 2 | 31.1-5 | bb | 1236044 | 3/13/1969 | Blk 260, Lot 3 | Parcel 66 feet wide beginning 132 feet NE of Blair ROW extended | Fisher & Fisher Investment | City | Condemnation (LIS PENDENS) | None | No | Fee |
| 2.14 | 2 | 34.1-3 | ee | 1260568 | 3/18/1970 | Blk 260, Lot 3 | Five sided parcel beginning 91.6 feet from Gorham on line of lots 3 and 4 to lake, then along lake for 91 feet, then back towards Gorham to a point 94 feet from street, 30 feet towards Blair ROW, then towards Gorham for 2.4 feet, then back to line of Lots 3 and 4 (Hoover Boathouse) Parcel 59 feet wide along Blair, 91.6 feet deep, starting 198 feet from Blair ROW extended | Gutzman | City | Condemnation (LIS PENDENS) | None | No | Fee |
| 2.15 | 2 | 26.1 | w | 1232301 | 1/15/1969 | Blk 260, Lot 4 (except SE 94 feet of NE 7 and except SW 59 feet of the SE 91.6); Lot 5 (SW 23 feet of SW 1/2, except SE 94 feet) | Parcel 30 feet wide by 94 feet deep along Gorham, beginning 257 feet NE of Blair ROW extended Parcel 43 wide along Gorham, starting 287 feet NE of Blair | Hoover Reese | City | Warranty Deed | Lease/Mortgage/Assignment Restrictions (DNR approval required) | No | Fee |
| 2.16 | 2 | 30.1 | aa | 1235854 | 3/11/1969 | Blk 260, Lot 4 (SW 59 feet of the SE 91.6) | Parcel 59 feet wide beginning 198 SW of Blount | Farnsworth | City | Warranty Deed | None | No | Fee |
| 2.17 | 2 | 40.1-2 | kk | 2695637 | 8/10/1995 | Blk 260, SE 94 feet of the NE 7 feet of Lot 4 and the SE 94 feet of the SW 23 feet of Lot 5 | Parcel 30 feet wide by 94 feet deep along Gorham, beginning 257 feet NE of Blair ROW extended | Hoover | City | Warranty Deed | Lease/Mortgage/Assignment Restrictions (DNR approval required) | No | Fee |
| 2.18 | 2 | 36.1 | gg | 1454185 | 12/30/1975 | Blk 260, Lot 5 (NE 43 feet) | Parcel 43 wide along Gorham, starting 287 feet NE of Blair | Reese | City | Warranty Deed | None | No | Fee |
| 2.19 | 2 | 33.1-3 | dd | 1253071 | 10/29/1969 | Blk 260, Lot 6 | Parcel 66 feet wide beginning 198 SW of Blount | Melhof | City | Condemnation (LIS PENDENS) | None | No | Fee |
| 3.1 | 3 | 39.1-3 | jj | 2389055 | 9/8/1992 | Blk 260, SW 50 feet of Lot 7 | Parcel 50 feet wide, 148 feet SW of Blount | Worden | City | Warranty Deed | Lease/Mortgage/Assignment Restrictions (DNR approval required) | No | Fee |
| 4.1 | 4 | 38.1 | ii | 2379293 | 8/6/1992 | Blk 260, NE 16 feet of Lot 7 and SW 37 feet of Lot 8 | Parcel 53 wide beginning 95 feet SW of Blount ROW | Ziegelman Estate | City | Per. Rep. Deed | Lease/Mortgage/Assignment Restrictions (DNR approval required) | No | Fee |
| 5.1 | 5 | 35.1-3 | ff | 1269938 | 6/12/1970 | Blk 260, Lot 8 (NE 29 feet) and Lot 9 (SW 12 feet) | Parcel 53 wide beginning 95 feet SW of Blount ROW | Spence | City | Condemnation (LIS PENDENS) | None | No | Fee |
| 5.2 | 5 | 11.1-2 | h | 913124 | 2/24/1956 | Blk 260, Lot 9, NE 54 feet except the SE 85 feet | Strip 41 feet wide, beginning 54 feet SW from Blount From Blount, 54 feet SW and from Lake about 160 feet towards Gorham | SMS Realty Corp | City | Warranty Deed | None | No | Fee |
| 5.3 | 5 | 24.1-4 | u | 1176140 | 12/30/1966 | Blk 260, Lot 9, SE 85 feet of the NE 54 feet | 54 feet wide along Gorham by 85 feet deep along Blount | Steele Estate | City | Admin. Deed | None | No | Fee |
| 6.1 | 6 | 11.1-2 | h | 913124 | 2/24/1956 | Lot 1, Blk 138 (SW 66 feet of CSM 4607, Lot 1) | 702 E. Gorham St. (Collins House) | SMS Realty Corp | City | Warranty Deed | None | No | Fee |
| 6.2 | 6 | 37.1-2 | hh | 1763193 | 12/29/1982 | Lot 1 & 2, Blk 138 | 66 feet to NE adjacent to Blount; from Gorham about 144 feet to NE adjacent to Block 138 except SW 66 feet and NE | NMMSD | City | Quit Claim Deed | None | No | Fee |
| 7.1 | 7 | 37.1-2 | hh | 1763193 | 12/29/1982 | Lot 2, Blk 138 | All rights of MMMSD to Block 138 except SW 66 feet and NE | NMMSD | City | Quit Claim Deed | None | No | Fee |
| 8.1 | 8 | 11.1-2 | h | 913124 | 2/24/1956 | Lot 1, Blk 138 (Western 66 feet of CSM 5607, Lot 3) | 728 E. Gorham St. (NE shaped parcel of park fronting E. Gorham and N. Blount) | SMS Realty Corp | City | Warranty Deed | None | No | Fee |
| 8.2 | 8 | 37.1-2 | hh | 1763193 | 12/29/1982 | Lot 2, Blk 138 | 66 feet of frontage SW of NE 132 feet of 728 E. Gorham St. | NMMSD | City | Quit Claim Deed | None | No | Fee |
| 8.3 | 8 | 6.1 | c | 559505 | 7/31/1994 | Lot 5, Block 138 (66 ft to SW of NE 132 ft of CSM 4607, Lot 3) | All rights of MMMSD to Block 138 except SW 66 feet and NE | Odegard | City | Warranty Deed | None | No | Fee |
| 8.4 | 8 | 4.1 | 3 | 4912683 | 7/3/1928 | Lots 6 & 7, Block 138 (NE 132 ft of CSM 4607, Lot 3) | 66 feet of frontage SW of NE 132 feet of 728 E. Gorham St. | Arcade Realty | City | Deed | None | No | Fee |



James Madison Park Title Report: Listing and Depiction of Parcels Acquired by City 11/11/2010





DANE COUNTY
TITLE COMPANY

901 S WHITNEY WAY
MADISON, WI 53711
PH: 608-271-2800 Fax: 608-271-8836
www.danecountytitle.com

File Number: B-10015196
Invoice Date: 10/19/2010 Invoice #: 14439
Customer's File Number:

To:

CITY OF MADISON
215 MARTIN LUTHER KING BLVD, ROOM 225
MADISON, WI 53703

ATTN: HEIDI FISCHER

For:

BORROWERS NAME: CITY OF MADISON - JAMES
MADISON PARK

PROPERTY ADDRESS:

,WI

LEGAL DESCRIPTION:
NW DEAN'S SUB, BLOCK 260, 261, 272, LOT 3 CSM 4607 IN
THE CITY OF MADISON, DANE COUNTY, WISCONSIN

| Description | Amount | Qty | Total |
|-----------------|------------|-------------|------------|
| REPORT OF TITLE | \$1,000.00 | 1 | \$1,000.00 |
| | \$0.00 | 1 | \$0.00 |
| | | Subtotal | \$0.00 |
| | | Grand Total | \$1,000.00 |

Please Remit To:

DANE COUNTY TITLE COMPANY
901 S WHITNEY WAY
MADISON, WI 53711

PLEASE PAY FROM THIS INVOICE

This order is subject to cancellation charges.

Thank you for your order!



DANE COUNTY TITLE COMPANY

901 S WHITNEY WAY, MADISON, WI 53711
Telephone: 608-271-2800 Fax Number: 608-271-8836
www.danecountytitle.com

REPORT OF TITLE

Prepared for: CITY OF MADISON
Attn: HEIDI FISCHER
215 MARTIN LUTHER KING BLVD, ROOM 225
MADISON, WI 53703

We have examined the public records relative to the premises described in Schedule A below since and including October 16, 1829 at 5:59 A.M.

SCHEDULE A

Description of property situated in the County of Dane, State of WI:

Lands located in the City of Madison, Dane County, Wisconsin, more particularly described as follows: Lots One (1) through Nine (9), inclusive, N.W. Dean's Subdivision, Block Two Hundred Sixty (260), Block Two Hundred Sixty-One (261), Block Two Hundred Seventy-Two (272), Lot Three (3), Certified Survey Map 4607, recorded March 22, 1985 in Volume 20 of Certified Surveys, Page 140, as Document No. 1872436, vacated N. Hancock St. described in Document No. 632035, vacated N. Franklin St. described in Document No. 1383658 and vacated N. Blair St. described in Document No. 1383659.

TAX ROLL PARCEL NUMBERS:

251/0709-144-0101-6
251/0709-133-1201-6
251/0709-133-1221-4
251/0709-133-1222-2
251/0709-133-1224-8
251/0709-132-1510-3

SCHEDULE B

1. Last Deed(s) of Record:

- a) Deed recorded July 3, 1928 as Document No. 491268.
- b) Deed recorded July 9, 1931 as Document No. 529152.
- c) Deed recorded July 31, 1934 as Document No. 559405.
- d) Deed recorded August 31, 1943 as Document No. 676193.
- e) Deed recorded November 12, 1943 as Document No. 679169.
- f) Deed recorded March 31, 1954 as Document No. 870437.
- g) Deed recorded March 31, 1954 as Document No. 870438.
- h) Deed recorded February 24, 1956 as Document No. 913124.
- i) Deed recorded December 26, 1962 as Document No. 1063744.
- j) Deed recorded August 27, 1963 as Document No. 1081243.
- k) Deed recorded September 16, 1963 as Document No. 1082931.
- l) Deed recorded September 17, 1963 as Document No. 1083046.
- m) Deed recorded October 1, 1963 as Document No. 1084321.
- n) Deed recorded October 10, 1963 as Document No. 1085136.
- o) Deed recorded October 10, 1963 as Document No. 1085216.
- p) Deed recorded April 23, 1964 as Document No. 1099409.
- q) Deed recorded August 6, 1965 as Document No. 1138529.
- r) Deed recorded January 17, 1966 as Document No. 1152153.
- s) Deed recorded January 17, 1966 as Document No. 1152154.
- t) Deed recorded April 29, 1966 as Document No. 1159483.
- u) Deed recorded December 30, 1966 as Document No. 1176140.
- v) Deed recorded November 14, 1967 as Document No. 1200543.
- w) Deed recorded January 15, 1969 as Document No. 1232301.
- x) Lis Pendens filed February 11, 1969 as Document No. 1233946 (Lis Pendens only, no final resolution, deed or similar notice of conveyance recorded)
- y) Lis Pendens filed February 11, 1969 as Document No. 1233947 (same as Item x ante).
- z) Deed recorded February 25, 1969 as Document No. 1234757.
- aa) Deed recorded March 11, 1969 as Document No. 1235854.
- bb) Lis Pendens filed March 13, 1969 as Document No. 1236044 (same as Item x ante).
- cc) Lis Pendens filed October 2, 1969 as Document No. 1251592 (same as Item x ante).
- dd) Lis Pendens filed October 29, 1969 as Document No. 1253071 (same as Item x ante).
- ee) Lis Pendens filed March 18, 1970 as Document No. 1260568 (same as Item x ante).
- ff) Lis Pendens filed June 12, 1970 as Document No. 1265938 (same as Item x ante).
- gg) Deed recorded December 30, 1975 as Document No. 1454185.
- hh) Deed recorded December 29, 1982 as Document No. 1763193.
- ii) Deed recorded August 6, 1992 as Document No. 2379293. (continued)

- jj) Deed recorded September 8, 1992 as Document No. 2389055.
- kk) Deed recorded August 10, 1995 as Document No. 2695637.

2. Mortgages:

- a) Leasehold mortgage and security agreement recorded April 26, 1985 as Document No. 1877085.
- b) Assignment of lease recorded April 26, 1985 as Document No. 1877086.
- c) Collateral Assignment of leases and rents recorded April 26, 1985 as Document No. 1877087.
- d) Amendment recorded April 10, 1996 as Document No. 2752488.
- e) Mortgage recorded July 6, 2010 as Document No. 4669793.
- f) Assignment of rents recorded July 19, 2010 as Document No. 4673234.

3. Miscellaneous:

- a) Patent recorded October 16, 1829 in Volume 10 Deeds, page 60.
- b) Pritchette's plat of Madison recorded in Volume A of plats, page 3.
- c) Plat of Dean's Subdivision recorded in Volume A of plats, page 15.
- d) Certified Survey Map 4607, recorded March 22, 1985 in Volume 20 of Certified Surveys, Page 140, as Document No. 1872436.
- e) Agreement as to sewer set forth in instrument recorded April 9, 1887 as Document No. 170655.
- f) Rights regarding sewer set forth in instrument recorded May 3, 1892 as Document No. 191794.
- g) Judgment recorded December 23, 1913 as Document No. 332398.
- h) Lease recorded October 2, 1943 as Document No. 677497.
- i) Assignment of interest in lease recorded February 17, 1944 as Document No. 682967.
- j) Right-of-way and gas tank set forth in instrument recorded May 25, 1944 as Document No. 687606.
- k) Shoreline map filed November 23, 1949 as Document No. 789504.
- l) Easement recorded May 21, 1953 as Document No. 853997.
- m) Easement of light and air recorded March 10, 1955 as Document No. 891199.
- n) Lease recorded February 14, 1958 as Document No. 953119.
- o) Rights set forth in Deed recorded December 30, 1960 as Document No. 1016456.
- p) Easement recorded January 17, 1966 as Document No. 1152152.
- q) Notice of designation recorded September 11, 1974 as Document No. 1409654.
- r) Notice of designation recorded April 14, 1975 as Document No. 1424970.
- s) Easement for water main recorded October 28, 1975 as Document No. 1447705.
- t) Notice of designation recorded October 31, 1980 as Document No. 1686775.
- u) Notice of designation recorded October 31, 1980 as Document No. 1686777.
- v) Plans recorded March 22, 1985 as Document No. 1872435.
- w) Ground lease agreement recorded March 22, 1985 as Document No. 1872437.
- x) Right-of-way agreement recorded March 22, 1985 as Document No. 1872438.
- y) Land use restriction recorded April 30, 1985 as Document No. 1877671.
- z) Restrictions set forth in deed recorded August 6, 1992 as Document No. 2379293.
- aa) Restrictions set forth in deed recorded September 8, 1992 as Document No. 2389055.
- bb) December 2, 1992 as Document No. 2419267.
- cc) Notice of landmark recorded February 17, 1993 as Document No. 2440184.
- dd) Notice of landmark recorded February 17, 1993 as Document No. 2440185.
- ee) Notice of laundry room lease agreement recorded May 9, 1994 as Document No. 2599107.
- ff) Restrictions set forth in deed recorded August 10, 1995 as Document No. 2695637.
- gg) Underground utility easement recorded December 4, 1995 as Document No. 2722475.
- hh) Lease recorded April 16, 1997 as Document No. 2846048.
- ii) Notice of laundry room lease agreement recorded May 15, 2008 as Document No. 4431378.

4. Real Estate Taxes:

No tax information available for these parcels.

5. Liens:


CITY OF MADISON - no examination made

NOTE: WE MAKE NO SEARCH ON/AGAINST SPOUSES NOT IN RECORD TITLE. (continued)

This report DOES NOT include zoning and/or ordinances regulating and restricting the use of the land, inheritance taxes, federal estate taxes, special assessments or uniform Commercial Code filings. This report is, informational only and does NOT represent a detailed examination or an opinion as to the title or marketability of title to the above described premises.

It DOES NOT cover or examine the records/documents/filings/instrument predating the date set forth in the introductory statement and should not be relied on for determining title to the property or priority status of liens. Total liability for claims arising or related to this report shall not exceed \$1,000.00. An Abstract certified from Government Entry to date or a Title Insurance Commitment and Policy should be obtained to determine legal or merchantable title, priority status of liens, and also if additional coverage is desired. The information contained herein should not be used for due diligence inquiry under "CERCLA" or other federal or state environmental legislation.

Dated: October 11, 2010 at 5:59 A.M

| | |
|----------------|---|
| No. B-10015196 | <p style="text-align: center;">DANE COUNTY TITLE COMPANY</p> <p style="text-align: center;"></p> <p style="text-align: center;">Zachary M. Redding <i>Authorized Signatory</i></p> |
|----------------|---|

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON
 PARKS
 JAMES MSN GATES OF
 HEAVEN
 210 MLK JR BLVD RM
 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 300 E Gorham St

Parcel Number: 070914401016

Information current as of 10/11/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07A
 - [Schedule](#)

2009 TAX INFORMATION

[2009 Tax Details](#)

[Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keefe
- East

PROPERTY INFORMATION

| | | | |
|---------------|-------------------------|------------------|---------------|
| Property Use: | Commercial exempt | Property Class: | Commercial |
| Zoning: | C HIS-L | Lot Size: | 159,200 sq ft |
| Frontage: | 692 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 9935 |

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

No Building record is available online for this parcel. Please [contact the Assessor's Office](#) for additional information.

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
 JAMES MSN GATES OF
 HEAVEN
 210 MLK JR BLVD RM 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 300 E Gorham St
Parcel Number: 070914401016
Information current as of 10/11/10 11:00PM

(Notice: This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07A
 - [Schedule](#)

Lot Number: 0

Block: 0

ORIGINAL PLAT, BLK 272; DEAN SUBDIVISION, LOTS 1 THRU 8; &
 SW 1/2 OF VACATED N FRANKLIN ST ON THE NE.

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keeffe
- East

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON PARKS
 J MSN & BERNARD
 BOATHOUSE
 210 MLK JR BLVD RM 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 622 E Gorham St
Parcel Number: 070913312016
Information current as of 8/18/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

2009 TAX INFORMATION [2009 Tax Details](#) [Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: Madison

- Lapham-Marquette
- O'Keefe
- East

PROPERTY INFORMATION

| | | | |
|---------------|-------------------|------------------|---------------|
| Property Use: | Vacant | Property Class: | Residential |
| Zoning: | <u>HIS-L R5</u> | Lot Size: | 160,200 sq ft |
| Frontage: | 727 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 6601 |

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

No Building record is available online for this parcel. Please [contact the Assessor's Office](#) for additional information.

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
J MSN & BERNARD
BOATHOUSE
210 MLK JR BLVD RM 104
MADISON, WI 53703-
3342

PROPERTY ADDRESS: 622 E Gorham St
Parcel Number: 070913312016
Information current as of 8/18/10 11:00PM

(**Notice:** This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

Lot Number: 0
Block: 0

ORIGINAL PLAT, BLK 260, LOTS 1, 2, 3, 4, 5, 6; BLK 261, LOTS 1, 2, 3 & 4; ALSO VACATED N BLAIR ST & NE 1/2 OF VACATED N FRANKLIN ST.

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keefe
- East

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON PARKS
WORDEN HOUSE - CEDU
210 MLK JR BLVD RM 104
MADISON, WI 53703-
3342

PROPERTY ADDRESS: 640 E Gorham St
Parcel Number: 070913312214
Information current as of 8/18/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- [Refuse Collection](#)
 - [District: 07B](#)
 - [Schedule](#)

2009 TAX INFORMATION

[2009 Tax Details](#) [Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keeffe
- East

PROPERTY INFORMATION

| | | | |
|---------------|--------------------------|------------------|--------------|
| Property Use: | Single family | Property Class: | Residential |
| Zoning: | HIS-L R5 | Lot Size: | 11,000 sq ft |
| Frontage: | 50 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 6601 |

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

RESIDENTIAL BUILDING INFORMATION

EXTERIOR CONSTRUCTION

| | | | |
|----------------|-----------|-----------------|------|
| Home Style: | Old Style | Dwelling Units: | 1 |
| Stories: | 2.0 | Year Built: | 1921 |
| Exterior Wall: | Brick | | |
| Foundation: | Concrete | | |
| Roof: | Asphalt | Roof Replaced: | 1921 |
| Garage 1: | | Stalls: | 0.0 |
| Driveway: | Asphalt | Shared Drive: | NO |

INTERIOR INFORMATION

| | | | |
|------------|---|-------------|---|
| Bedrooms: | 3 | Full Baths: | 1 |
| Fireplace: | 1 | Half Baths: | 0 |

LIVING AREAS (Size in sq ft)

| Description: | Living Area: | Total Living Area: | 1,600 |
|--------------|--------------|--------------------|-------|
| 1st Floor: | 800 | | |
| 2nd Floor: | 800 | | |
| 3rd Floor: | 0 | | |

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
WORDEN HOUSE - CEDU
210 MLK JR BLVD RM 104
MADISON, WI 53703-
3342

PROPERTY ADDRESS: 640 E Gorham St
Parcel Number: 070913312214
Information current as of 8/18/10 11:00PM

(Notice: This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

Lot Number: 7
Block: 260
ORIGINAL PLAT SW 50 FT OF

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keeffe
- East

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON
 PARKS
 ZIEGELMAN HOUSE -
 CEDU
 210 MLK JR BLVD RM 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 646 E Gorham St
Parcel Number: 070913312222
 Information current as of 8/18/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

2009 TAX INFORMATION [2009 Tax Details](#) [Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keefe
- East

PROPERTY INFORMATION

| | | | |
|---------------|--------------------------|------------------|--------------|
| Property Use: | 4 unit Apartment | Property Class: | Residential |
| Zoning: | HIS-L R5 | Lot Size: | 10,706 sq ft |
| Frontage: | 53 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 6601 |

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

RESIDENTIAL BUILDING INFORMATION

EXTERIOR CONSTRUCTION

| | | | |
|----------------|--------------|-----------------|------|
| Home Style: | Apartment | Dwelling Units: | 4 |
| Stories: | 2.5 | Year Built: | 1909 |
| Exterior Wall: | Stucco Brick | | |
| Foundation: | Stone | | |
| Roof: | Asphalt | Roof Replaced: | 1909 |
| Garage 1: | Attached | Stalls: | 1.0 |
| Driveway: | Concrete | Shared Drive: | NO |

INTERIOR INFORMATION

| | | | |
|------------|---|-------------|---|
| Bedrooms: | 5 | Full Baths: | 4 |
| Fireplace: | 2 | Half Baths: | 1 |

LIVING AREAS (Size in sq ft)

| Description: | Living Area: | Total Living Area: | 4,101 |
|--------------|--------------|--------------------|-------|
| 1st Floor: | 1,719 | | |
| 2nd Floor: | 1,334 | | |
| 3rd Floor: | 1,048 | | |

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
ZIEGELMAN HOUSE -
CEDU
210 MLK JR BLVD RM 104
MADISON, WI 53703-
3342

PROPERTY ADDRESS: 646 E Gorham St
Parcel Number: 070913312222
Information current as of 8/18/10 11:00PM

(Notice: This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

Lot Number: 0

Block: 260

ORIGINAL PLAT NE 16 FT OF LOT 7 & SW 37 FT OF LOT 8

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keeffe
- East

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON PARKS
 JAMES MADISON PARK
 210 MLK JR BLVD RM 104
 MADISON, WI 53703-3342

PROPERTY ADDRESS: 648 E Gorham St
Parcel Number: 070913312248
Information current as of 8/18/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- [Refuse Collection](#)
 - District: 07B
 - [Schedule](#)

2009 TAX INFORMATION

[2009 Tax Details](#) [Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: Madison

- Lapham-Marquette
- O'Keefe
- East

PROPERTY INFORMATION

| | | | |
|---------------|------------------|------------------|--------------|
| Property Use: | Vacant | Property Class: | Residential |
| Zoning: | <u>R5</u> | Lot Size: | 22,076 sq ft |
| Frontage: | 95 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 6601 |

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

No Building record is available online for this parcel. Please [contact the Assessor's Office](#) for additional information.

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
JAMES MADISON PARK
210 MLK JR BLVD RM 104
MADISON, WI 53703-3342

PROPERTY ADDRESS: 648 E Gorham St
Parcel Number: 070913312248
Information current as of 8/18/10 11:00PM

(Notice: This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

Lot Number: 9
Block: 260
ORIGINAL PLAT, NE 29 FT OF LOT 8 AND ALL OF

SCHOOL DETAILS

District: Madison

- Lapham-Marquette
- O'Keefe
- East

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

PROPERTY SEARCH RESULTS: TREASURER TAX INFORMATION

OWNER(S)

CITY OF MADISON
 PARKS
 JAMES MADISON PARK
 210 MLK JR BLVD RM
 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 648 E Gorham St
Parcel Number: 070913312248
Information current as of 8/18/10 07:00PM

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

SCHOOL DETAILS

- District: [Madison](#)
- Lapham-Marquette
 - O'Keeffe
 - East

CITY HALL

- Aldermanic District: 2
 Ald. Bridget Maniaci
- [Who are my elected officials?](#)
 - [Where do I vote?](#)

REAL PROPERTY TAX INFORMATION FOR 2009

| Category | Assessed Value | Average Assessment Ratio | Est. Fair Market Value |
|-------------------------------------|----------------|--------------------------|------------------------|
| Land | 0 | 97.487778% | 0 |
| Improvements | 0 | 97.487778% | 0 |
| Total | 0 | 97.487778% | 0 |
| Net Assessed Value Rate (mill rate) | | | 0 |
| School Levy Tax Credit | | | 0.00 |

TAX INFORMATION

| Taxing Jurisdiction | 2008 Net Tax | 2009 Net Tax | % Tax Change |
|----------------------------|--------------|--------------|--------------|
| WISCONSIN | 0.00 | 0.00 | 0.0% |
| DANE COUNTY | 0.00 | 0.00 | 0.0% |
| CITY OF MADISON | 0.00 | 0.00 | 0.0% |
| MATC | 0.00 | 0.00 | 0.0% |
| MADISON SCHOOLS | 0.00 | 0.00 | 0.0% |
| Total | 0.00 | 0.00 | 0.0% |
| <u>First Dollar Credit</u> | 0.00 | 0.00 | 0.0% |
| Lottery & Gaming Credit | 0.00 | 0.00 | 0.0% |
| Net Property Tax | 0.00 | 0.00 | 0.0% |

TAXES DUE

| Installment | Due Date | Amount |
|--------------------|------------------|---------------|
| First Installment | 1/31/2010 | \$0.00 |
| Second Installment | 7/31/2010 | \$0.00 |
| Full Amount | 1/31/2010 | \$0.00 |

Please Note: As of today's date, no payments have been received on this parcel.

CONTACT INFORMATION:

- **Treasurer's Office**
 210 Martin Luther King, Jr. Boulevard, Room 107
 Madison, Wisconsin 53703-3345

PROPERTY SEARCH RESULTS: PROPERTY DETAILS

OWNER(S)

CITY OF MADISON
 PARKS
 JAMES MADISON PARK
 210 MLK JR BLVD RM
 104
 MADISON, WI 53703-
 3342

PROPERTY ADDRESS: 728 E Gorham St
Parcel Number: 070913215103
Information current as of 8/18/10 11:00PM

PROPERTY VALUE

| Assessment Year | Land | Improvements | Total |
|-----------------|------|--------------|-------|
| 2009 | \$0 | \$0 | \$0 |
| 2010 | \$0 | \$0 | \$0 |

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

2009 TAX INFORMATION

[2009 Tax Details](#) [Pay Property Taxes](#)

| | |
|---------------------|---------------|
| Net Taxes: | \$0.00 |
| Special Assessment: | \$0.00 |
| Other: | \$0.00 |
| Total: | \$0.00 |

SCHOOL DETAILS

District: Madison

- Lapham-Marquette
- O'Keeffe
- East

PROPERTY INFORMATION

| | | | |
|---------------|------------------------|------------------|---------------|
| Property Use: | Commercial exempt | Property Class: | Commercial |
| Zoning: | <u>PUDSIP R5 WP-24</u> | Lot Size: | 107,309 sq ft |
| Frontage: | 225 - E Gorham St | Water Frontage: | YES |
| TIF District: | 0 | Assessment Area: | 9934 |

CITY HALL

Aldermanic District: 2
 Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

No Building record is available online for this parcel. Please [contact the Assessor's Office](#) for additional information.

PROPERTY SEARCH RESULTS: LEGAL DESCRIPTION

OWNER(S)

CITY OF MADISON PARKS
JAMES MADISON PARK
210 MLK JR BLVD RM 104
MADISON, WI 53703-
3342

PROPERTY ADDRESS: 728 E Gorham St
Parcel Number: 070913215103
Information current as of 8/18/10 11:00PM

(Notice: This description may be abbreviated and is for assessment purposes only. It should not be used to transfer property)

RELATED DETAILS

- [Pay Taxes Online](#)
- [Sales for this Area](#)
- **Refuse Collection**
 - District: 07B
 - [Schedule](#)

Lot Number: 0

Block: 0

CERTIFIED SURVEY MAP NO 4607 AS RECORDED IN DANE COUNTY REGISTER OF DEEDS IN VOL 20 PAGE 140 OF CERTIFIED SURVEYS, LOT 3.

SCHOOL DETAILS

District: [Madison](#)

- Lapham-Marquette
- O'Keefe
- East

CITY HALL

Aldermanic District: 2
Ald. Bridget Maniaci

- [Who are my elected officials?](#)
- [Where do I vote?](#)

632035

OFFICE OF REGISTER OF DEEDS
DANE COUNTY, WISCONSIN
FILED
MAY 14 1940
At 9:40 o'clock *A* m.
A. O. BARTON, Register

AN ORDINANCE

By Alderman Ted Boyle:

An ordinance creating Section 10.56 of the General Ordinances of the City of Madison entitled "Street Vacation" and being a part of the regulations relating to streets, alleys, sidewalks and gutters of said city.

The Common Council of the City of Madison do ordain as follows:

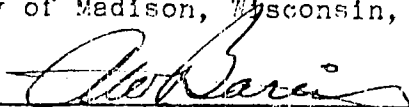
1. Section 10.56 of the General Ordinances of the City of Madison is hereby created to read as follows:

"10.56 Street Vacation. There is hereby vacated and discontinued that part of Hancock Street in the City of Madison extending from Gorham Street to Lake Mendota, lying between block 262 and 272 original plat of the City of Madison."

2. This ordinance shall be in effect from and after its passage and publication.

CERTIFICATION OF CLERK

I, A. W. Bareis, City Clerk of the City of Madison, Dane County, Wisconsin, do hereby certify that the foregoing ordinance is a true copy of an ordinance which was adopted by the Common Council of the City of Madison, Wisconsin, on the 10th day of May, 1940.



City Clerk, Madison, Wisconsin.

MAP ATTACHED

A RESOLUTION

1383658

Presented September 18, 1973

Referred to BPW & Plan

Reported Back

Adopted 23 Oct 73

Rules Suspended

Re-Referred to

Placed on File

Resolution No. 25550

File Number 4600-123

vacating all that part of North Franklin Street adjacent to Block 261 and 272 Original Plat of the City of Madison, Dane County, Wisconsin.

Office of Register of Deeds }
Dane County, Wisconsin }ss

Received for Record Nov. 27

19 73 at 8:10 o'clock a M.

and recorded in vol. 484

of Records on page 252 RESOLUTION

Harold McGilligan

Alderman McGilligan, Register (Request of Parks Superintendent)

RESOLVED that the Common Council of the City of Madison hereby vacates and discontinues all that part of North Franklin Street adjacent to Block 261 and 272 Original Plat of the City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most southerly corner of Block 261 said Original Plat of the City of Madison.. Thence North 45°-00' West 233 feet more or less along the Southwest line of said Block 261 to the Southeast Shoreline of Lake Mendota as presently located. Thence Southwesterly 69 feet more or less along the said Southeast Shoreline of Lake Mendota to the Northeast line of Block 272 said Original Plat of the City of Madison. Thence South 45°-00' East 250 feet more or less along the Northeast line of said Block 272 to the most easterly corner of said Block 272. Thence North 45°-00' East 66 feet along the Northeasterly prolongation of the Southeast of said Block 272 to the point of beginning.

The above described property is vacated subject to the reservation to the City of Madison and its assigns a Public Utility Easement 12.0 feet in width, the center line of which is more fully described as follows:

Beginning at a point in the Southwesterly prolongation of the Southeast line of said Block 261 and 17.0 Southwest of the most Southerly corner of said Block 261, measured along said Southwesterly prolongation. Thence North 45°-00' West 150.0 feet to the end of the center line of the 12.0 feet Utility Easement Retained.

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin at a meeting held

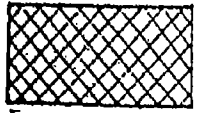
on the 23rd day of October 1973!

Eldon L. Hoel, City Clerk
Eldon L. Hoel

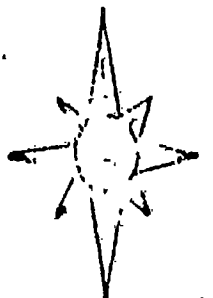
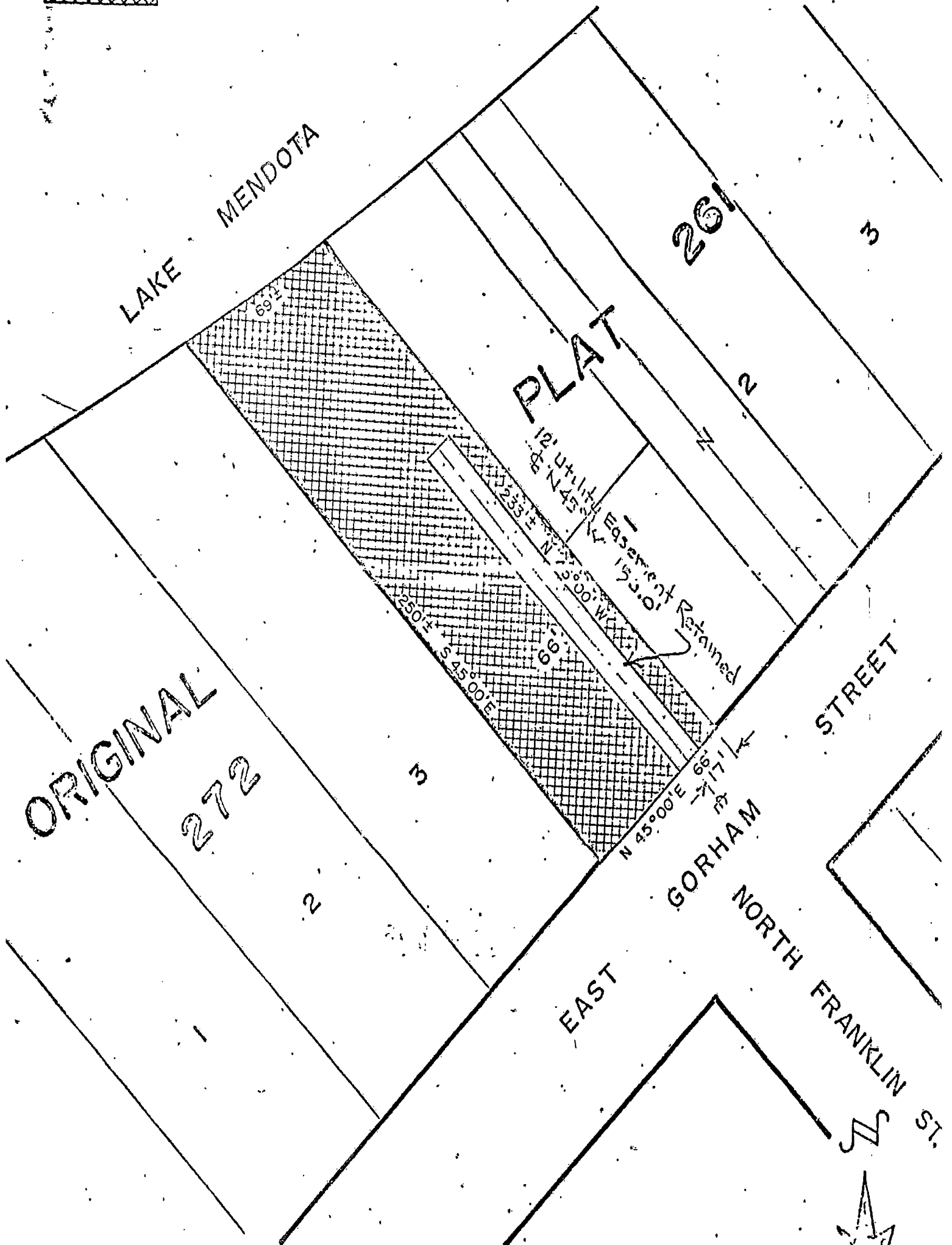
Drafted by Mr. Semrad

PROPERTY TO BE VACATED

NORTH FRANKLIN STREET



DENOTES PROPERTY TO BE VACATED



517
TYPED
COMP
INT

1383658
Resolution 97
New Firms

17
5

Office of Register of Deeds }
Dane County, Wisconsin } SS

Received for Record Nov. 27
1973 at 8:10 o'clock A M.

and recorded in vol. 484
of Deeds on page 252

Harold N. Wild
Register

A. RESOLUTION

1383659

vacating all that part of North Blair Street between Blocks 260 and 261, Original Plat of the City of Madison, Dane County, Wisconsin.

Presented September 18, 1973

Referred to BPW & Plan

Reported Back

Adopted 23 Oct 1973

Rules Suspended

Re-Referred to

Placed on File

Resolution No. 75,555

File Number 4466-17

RESOLUTION

By Alderman McGilligan: (Request of Parks Superintendent)

RESOLVED that the Common Council of the City of Madison hereby vacates and discontinues all that part of North Blair Street between Blocks 260 and 261, Original Plat of the City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most Southerly corner of Block 260, said Original Plat of the City of Madison; thence North 45°-00' West, 200 feet more or less to the Southeast shoreline of Lake Mendota as presently located; thence Southwesterly 69 feet more or less along the said Southeasterly shoreline of Lake Mendota to the Northeast line of Block 261 of said Original Plat of the City of Madison; thence South 45°-00' East, 200 feet more or less along the said Northeast line of said Block 261 to the most Easterly corner of said Block 261; thence North 45°-00' East, 66 feet along the North-easterly prolongation of the Southeast line of said Block 261 to the point of beginning.

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin at a meeting held on the 23rd day of October 1973.

Eldon I. Clerk

Edson L. Doel

Office of Register of Deeds, Dane County, Wisconsin

Received for Record 1973 at 8:10 o'clock A.M.

and recorded in vol. 484 of Records on page 255

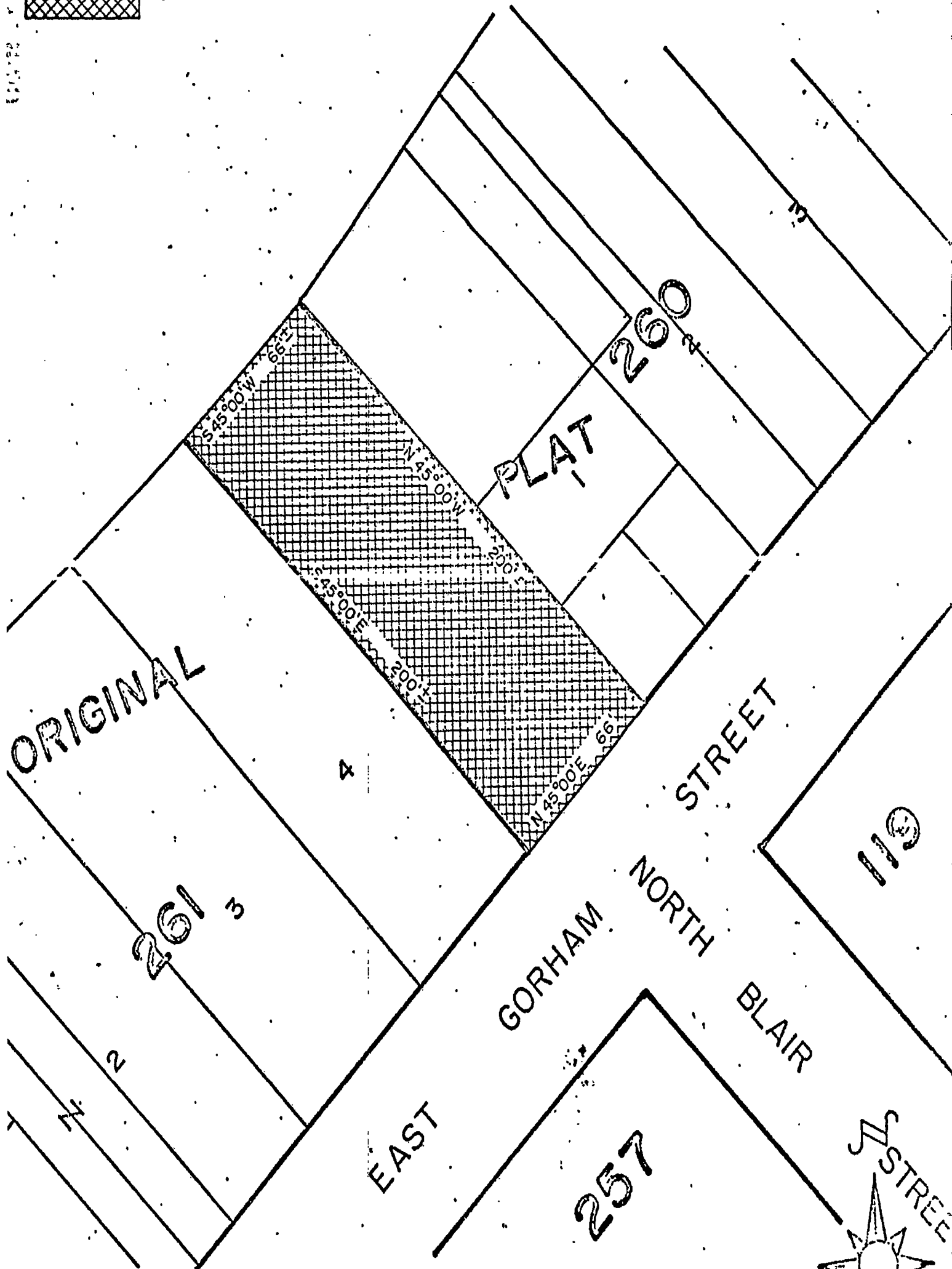
Harold K. Hill Register

Drafted by Mr. Semrad

PROPERTY TO BE VACATED NORTH BLAIR STREET



DENOTES PROPERTY TO BE VACATED



CITY OF MADISON-ENGINEERING DEPT.

DATE 9/10/73

SCALE:

1" = 50'



6-27
TYPED
COMP
INIT

✓
✓
de

1383659

Resolution 97
Mafurmas

map

17
5
INDEXED

1 VOL. 484 PAGE 257

Office of Register of Deeds }
Dane County, Wisconsin } SS

Received for Record Nov. 27
19 73 at 8:10 o'clock a M.

and recorded in vol. 484

of Records on page 255

Harold N. Wild

Register

This Indenture, Made this 14th day of June, A. D. 1928, between Arcade Realty Company a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison Wisconsin, part of the first part, and City of Madison, Wisconsin, part of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations Dollars to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors heirs and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to wit:

Lots Seven and Six (7 & 6), Block One Hundred Thirty Eight (138), City of Madison, according to the recorded plat thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors heirs and assigns FOREVER.

And the said Arcade Realty Company party of the first part, for itself and its successors; does covenant, grant, bargain and agree to and with the said party of the second part, its successors heirs and assigns, that at the time of the en sealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors heirs and assigns against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said Arcade Realty Company party of the first part, has caused these presents to be signed by N. H. Dietrich its President, and countersigned by S. O. Spaanson its Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed, this 14th day of June, A. D. 1928.

Signed and Sealed in Presence of

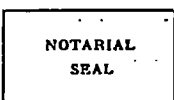
E. M. Chapleau
C. C. Johnson

State of Wisconsin, Dane County, ss.

Corporate Seal

Arcade Realty Company
N. H. Dietrich
S. O. Spaanson
Corporate Name
President
Secretary

Personally came before me, this 14th day of June, A. D. 1928, N. H. Dietrich, President, and S. O. Spaanson, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.



E. M. Chapleau
Notary Public, Dane County, Wis.

My commission expires May 24, A. D. 1931

Recorded July 3, A. D. 1928, at 2:35 o'clock P. M.

VOL 351 PAGE 586

629182 a

This Indenture, Made this 7th day of July, A. D., 1931,
between G. L. Miller and Mercy Susan his wife and R. H. Morrison and Mae M. his wife
- successors of City Boat Company parties of the first part, and

- City of Madison party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
- One dollar and other valuable considerations.

- to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed
and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and
by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party
of the second part, its heirs and assigns forever, the following described real estate, situated in the County
of Dane and State of Wisconsin, to-wit:

Lot Three (3) in Block Two Hundred Seventy-two (272) in the City of Madison as the
same appears upon the map of the City of Madison published by Angell and Hastreiter in
1889 and being Sixty-six (66) feet frontage on Gorham Street and extending along Canal
Street, now Franklin Street, to Lake Mendota Sixty-six (66) feet in width to the lake;
together with all riparian rights and privileges to said premises belonging or in any
wise appertaining.

This deed is given in fulfillment of a certain land contract made and concluded on the
19th day of March, 1926, by and between the City Boat Company, a corporation, and the
City of Madison and recorded on March 29, 1926 in Volume 72 of Miscellaneous, page 87,
office of the Register of Deeds for Dane County, Wisconsin.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said party of the second part, and to its heirs and assigns FOREVER.

And the said C. L. Miller and Mercy Susan his wife and R. H. Morrison and Mae
- M. his wife
for themselves and their heirs, executors and administrators, do covenant, grant, bargain, and agree
to and with the said party of the second part, its heirs and assigns, that at the time of the ensembling
and delivery of these presents they were well seized of the premises above described, as of a good, sure,
perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear
from all incumbrances whatever,

Except mortgage recorded on March 22, 1926 in Volume 293 of mortgages, page 28, office
of the Register of Deeds, Dane County, Wisconsin and partial assignment thereof re-
corded July 7, 1926 in Volume 273 of mortgages, page 422.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second
part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any
part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals
this 7th day of July, A. D., 1931

SIGNED AND SEALED IN PRESENCE OF

Frank Morrison
Lillian Ladd

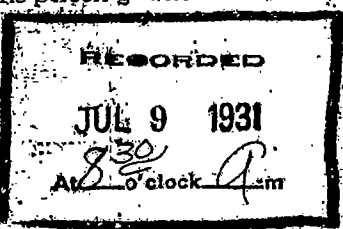
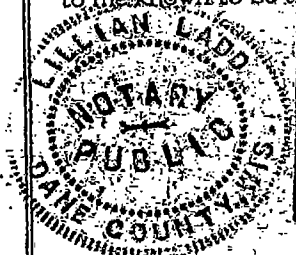
G. L. Miller (SEAL)
Mercy Susan Miller (SEAL)
R. H. Morrison (SEAL)
Mae M. Morrison (SEAL)

2505 New Drive

State of Wisconsin,
Dane County, } ss.

Personally came before me, this 7th day of July, A. D., 1931,
the above named C. L. Miller and Mercy Susan Miller and R. H. Morrison and Mae M.
- Morrison
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lillian Ladd
Notary Public, Dane County, Wis.
My commission expires Aug. 20, A. D., 1933.



VOL 364 PAGE 596

559405

This Indenture, Made this 13th day of September, A. D., 1928 between Sigurd L. Odegard and Helena Odegard, his wife

parties of the first part, and

City of Madison

party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

One dollar and other valuable considerations

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors heirs and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

Lot Five (5), Block One Hundred Thirty-eight (138), City of Madison, according to the recorded plat thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises and their hereditaments and appurtenances.

To Have and to Hold, the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors heirs and assigns FOREVER.

And the said Sigurd L. Odegard, one of the parties of the first part

for himself, his heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said party of the second part, its successors heirs and assigns, that at the time of the ensembling and delivery of these presents he is well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part its successors heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof he will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 13th day of September A. D. 1928.

Signed and Sealed in Presence of

Handwritten signatures of Sigurd L. Odegard and Helena Odegard, each followed by a line and the word (SEAL).

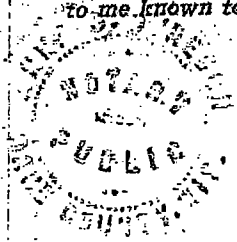
State of Wisconsin, Dane County, ss.

Personally came before me, this 13th day of September, A. D., 1928, the above named Sigurd L. Odegard and Helena Odegard, his wife

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

RECORDED JUL 31 1934 120 o'clock P.M.

Notary Public Anna G. Sjogren, Dane County, Wis. My Commission Expires March 1, 1931.



676193

This Indenture, Made this 21st day of June, A. D., 19 43.

between Minnie K. Dean of Dane County, Wisconsin,

party of the first part, and

City of Madison, Dane County, Wisconsin, a municipal corporation,

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

Four Thousand Five Hundred and No/100- - - - - Dollars

to her in hand paid by the said party of the second part, the receipt whereof is hereby

confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed

and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and

confirm unto the said party of the second part, its ^{successors} ~~heirs~~ and assigns forever, the following

described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

The Southwest 50 feet of Lot 1, Block 261, (Pritonette Plat of Madison) except the Southeast 88.3 feet thereof, in the City of Madison.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold, the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part and to its ^{successors} ~~heirs~~ and assigns FOREVER.

And the Said, Minnie K. Dean for herself and her heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said party of the second part, its ^{successors} ~~heirs~~ and assigns, that at the time of the en sealing and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the

SUCCESSORS

second part, its ~~heirs~~ and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT and DEFEND.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this 21st day of June, A. D., 1943.

Signed and Sealed in Presence of

Thomas N. Burke

Helmut D. Hardy

Minnie K. Dean (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

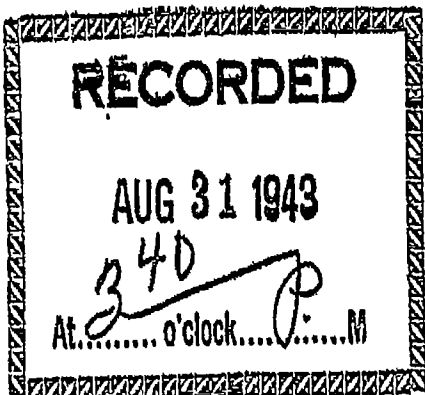
State of Wisconsin,

Dane County.

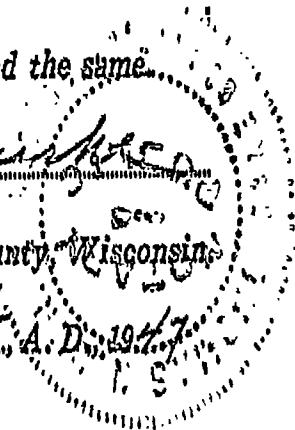
ss.

Personally came before me, this 21st day of June, A. D., 1943 the above named Minnie K. Dean

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Thomas N. Burke
Notary Public, Dane County, Wisconsin
My Commission expires May 25, A. D., 1947



THIS INDENTURE, Made this 15th day of October, A. D., 1943 between CLARENCE NISS and HELEN S. NISS, his wife, owners of an undivided one-half interest; RUTH LORRAINE FEHR, Owner of an undivided one-sixth interest; MICHAEL J. FLYNN and ANNA FLYNN, in her own right and as the wife of MICHAEL J. FLYNN, owners of an undivided one-sixth interest and JULIA E. KNOWLES, OWNER of an undivided one-sixth interest, parties of the first part, and THE CITY OF MADISON, a municipal Corporation, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to them paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, their successors and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

Lots Seven (7) and Eight (8) Dean's Subdivision of Block Two Hundred and Sixty-two (262) in the City of Madison, Dane County, Wisconsin; together with a right of way one rod in width off from the Northeast end of Lots Five (5) and Six (6) in said block; together with a right of way one rod in width over the Northeast Quarter (NE $\frac{1}{4}$) of Lot Two (2) in said block, all in the City of Madison.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND THE SAID CLARENCE NISS, HELEN S. NISS, RUTH LORRAINE FEHR, MICHAEL J. FLYNN, ANNA FLYNN, and JULIA E. KNOWLES, parties of the first part, jointly and separately, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute

and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will jointly and severally forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 22nd day of October, 1943.

Signed, Sealed and Delivered in Presence of

Harriet Hatah
Linda Burmeister
Harriet Hatah
Linda Burmeister
A. F. Gilman
Wilmomstock
A. F. Gilman
Wilmomstock
A. F. Gilman
Wilmomstock
A. F. Gilman

Clarence Niss (Seal)
Helen S. Niss (Seal)
Ruth Lorraine Fehr (Seal)
Michael J. Flynn (Seal)
Anna Flynn (Seal)
Justin E. Rowles (Seal)

STATE OF WISCONSIN)
Milwaukee County)SS

Personally came before me this 22nd day of October, 1943, the above named CLARENCE NISS and Helen S. NISS, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Oscar A. Platter
Notary Public for Milwaukee County, Wis.
My Commission expires Oct 6 - 1946

STATE OF Arkansas)
County of DeBartion)SS

Personally came before me this 31 day of October, 1943, the above named RUTH LORRAINE FEHR, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ruth Lorraine Fehr
Notary Public for DeBartion County, Ark
My Commission expires Feb 20 - 1946

STATE OF ILLINOIS)
County of COOK)SS

Personally came before me this 8th day of ~~October~~ November, 1943, the above named MICHAEL J. FLYNN and ANNA FLYNN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James H. Sullivan
Notary Public for COOK County, Ill
My Commission expires Feb. 14, 1946

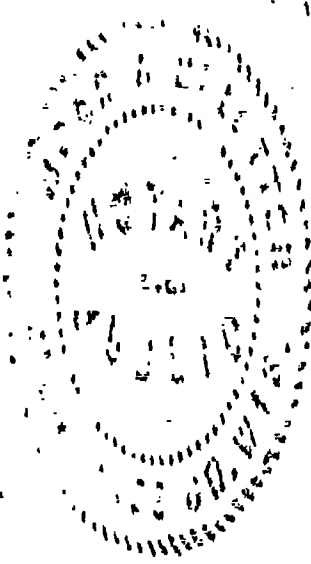
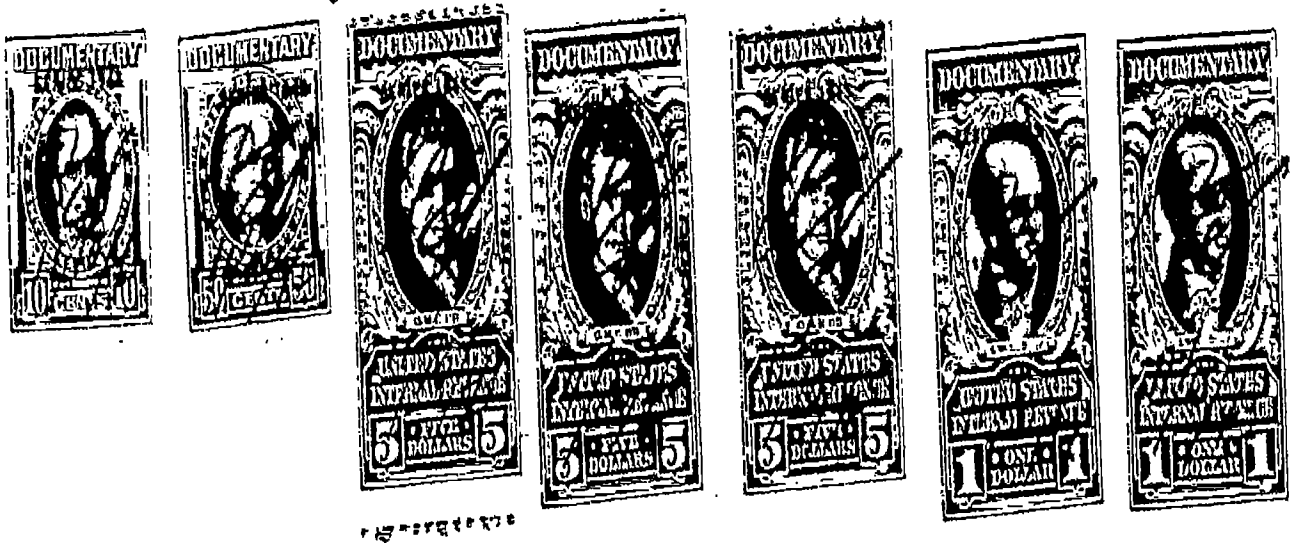
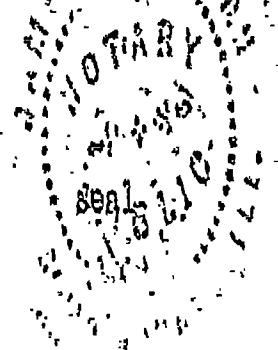
seal

STATE OF ILLINOIS)
County of COOK)SS
)

November

Personally came before me this 8th day of ~~October~~, 1943, the above named JULIA
M. KUCILES, to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

James H. Sullivan
Notary Public for COOK County, ILL.
My commission expires Feb. 14, 1946



RECORDED
NOV 12 1943
At *8:00* o'clock *9* M

870437

GUARDIAN'S DEED

WHEREAS, by an instrument dated October 20, 1939, appearing in vol. 144 of Misc., page 174, Dane County, Wisconsin, Registry, Central Wisconsin Trust Company, as Trustee under the will of Mathew H. Conklin, deceased, agreed to convey all of the right, title and interest of Mathew F. Conklin, deceased, in the premises hereinafter described to City of Madison, Dane County, Wisconsin, a municipal corporation; and

WHEREAS, the title and interest of said Mathew F. Conklin, pursuant to his said will has vested in James Michael Conklin and Judith Conklin, minors; and

WHEREAS, The First National Bank of Madison, Wisconsin, is the duly appointed and acting guardian of the estates of said minors pursuant to Letters of Guardianship issued by the County Court of Dane County, Wisconsin; and

WHEREAS, by an order made by the County Court of Dane County, Wisconsin, on the 15th day of March 1954, The First National Bank of Madison, Wisconsin, as such guardian of James Michael Conklin

and Judith Conklin, was authorized to convey all of the right,
VOL 608 PAGE 342
title and interest of said minors to the said City of Madison, in
fulfillment of the contract of sale dated October 20, 1939, as
aforesaid;

NOW, THEREFORE, The First National Bank of Madison,
Wisconsin, in its capacity as guardian aforesaid for James Michael
Conklin and Judith Conklin, minors, in consideration of the premises
and of the sum of One Thousand Six Hundred Sixty-six and 76/100
(\$1666.76) to it paid by said City of Madison, does hereby convey
to said City of Madison, Dane County, Wisconsin, a municipal
corporation, all of the right, title and interest of James Michael

Conklin and Judith Conklin, minors, in the following described
lands situated in the City of Madison, Dane County, Wisconsin, viz:

An undivided one-half interest in Lots Three (3),
Four (4) and Nine (9), and the Northeasterly sixteen
and one-half ($16\frac{1}{2}$) feet of Lots Two (2), Five (5) and
Six (6) of Jean's Subdivision of Block Two Hundred
Sixty-two (262), in the City of Madison, subject to
right-of-way over said sixteen and one-half ($16\frac{1}{2}$) foot
strip. Also the southwest one hundred thirty-two (132)
feet of Block Two Hundred Seventy-two (272). IN THE CITY
OF MADISON.

IN WITNESS WHEREOF The First National Bank of Madison,
Wisconsin, as guardian aforesaid for James Michael Conklin and
Judith Conklin, minors, has caused these presents to be signed by
R.H. Marshall, its Vice President, and countersigned by E.P. Smith,
its Assistant Cashier, and its corporate seal to be hereunto
affixed this 16th day of March, A.D., 1954.

Signed and Sealed in the Presence of:

Norma J. Leatherberry
Norma J. Leatherberry

Carol L. Genin
Carol L. Genin

State of Wisconsin)
(ss
Dane County)

THE FIRST NATIONAL BANK OF MADISON,
WISCONSIN

By R.H. Marshall
R.H. Marshall, Vice President

Countersigned by E.P. Smith
E.P. Smith, Assistant Cashier

OF THE ESTATES OF
GUARDIAN ~~FOR~~ JAMES MICHAEL CONKLIN
AND JUDITH CONKLIN, MINORS

Personally came before me this 16th day of March A.D. 1954, R.H. Marshall, Vice President, and E.P. Smith, Assistant Cashier, of The First National Bank of Madison, Wisconsin, to me known to be the persons who executed the foregoing deed and to me known to be such Vice President and Assistant Cashier of The First National Bank of Madison, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed

of said Bank in its capacity as guardian of the estates of James Michael Conklin and Judith Conklin, minors.

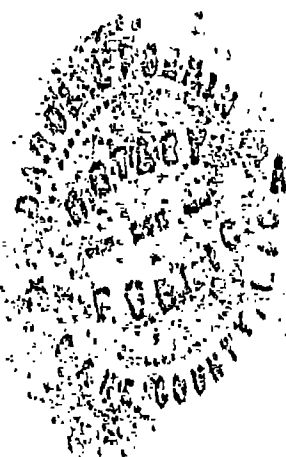
RECORDED

MAR 31 1954

9:00
At 2 o'clock P.M.

Carol L. Genin
Carol L. Genin
Notary Public, Dane County, Wisconsin

My commission expires: May 27, 1956.



TRUSTEES' DEED

THIS INDENTURE, Made this 16th day of March, A. D. 1954, between THE FIRST NATIONAL BANK OF MADISON, Madison, Wisconsin, a corporation duly organized and existing under and by virtue of the laws of the United States of America, located at Madison, Wisconsin, and KATHERINE CONKLIN, of Madison, Wisconsin, Trustees under the Last Will and Testament of J. W. (J. William) Conklin, deceased, parties of the first part, and the CITY OF MADISON, a municipal corporation, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of one dollar (\$1), and other good and valuable considerations, to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and conveyed, and by these presents do give, grant, bargain, sell, remise, release and convey unto the said party of the second part, and to its successors and assigns forever, the following described real estate, situated in the County of Dane, State of Wisconsin, to-wit:

An undivided one-half interest in lots three (3), four (4) and nine (9), and the northeasterly sixteen and one-half ($16\frac{1}{2}$) feet of lots two (2), five (5) and six (6), of Dean's Subdivision of block two hundred sixty-two (262), in the City of Madison, subject to right of way over said sixteen and one-half ($16\frac{1}{2}$) foot strip. Also the southwest one hundred thirty-two (132) feet of block two hundred seventy-two (272), in the City of Madison.

This conveyance is made in fulfillment of a land contract between the parties hereto dated October 20th, 1939, and recorded in the Dane County Registry on December 5th, 1939, in Volume 114 of Miscellaneous, at page 175, as document No. 626893, and is made pursuant to an order of the County Court for Dane County entered on October 27th, 1939.

TO HAVE AND TO HOLD The same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, Said The First National Bank of Madison has caused these presents to be signed by R. H. Marshall - - its ^{Vice} President, and countersigned by E. P. Smith - - - - - its ^{Cashier} Assistant, at Madison, Wisconsin, and its corporate seal to be

hereunto affixed, and Katherine Conklin has hereunto set her hand and seal, this 16th day of March, 1954, as such Trustees.

THE FIRST NATIONAL BANK OF MADISON,

In Presence of:

By H. Marshall Vice-President.

Countersigned:

Norma J. Leatherberry
Norma J. Leatherberry

E. P. Smith Cashier.

Carol L. Genin
Carol L. Genin

Katherine Conklin (SEAL).
Katherine Conklin

Trustees under the Last Will and Testament of J. W. (J. William) Conklin, deceased.

STATE OF WISCONSIN,)
) SS:
COUNTY OF DANE,)

Personally came before me this 16th day of March, 1954, H. Marshall - Vice-President, and E. P. Smith - Asst-Cashier, the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Assistant Cashier of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the need of said Corporation, by its authority and as such Trustee.

Carol L. Genin
Notary Public, Dane County, Wisconsin.
My commission expires: May 27, 1956
Carol L. Genin

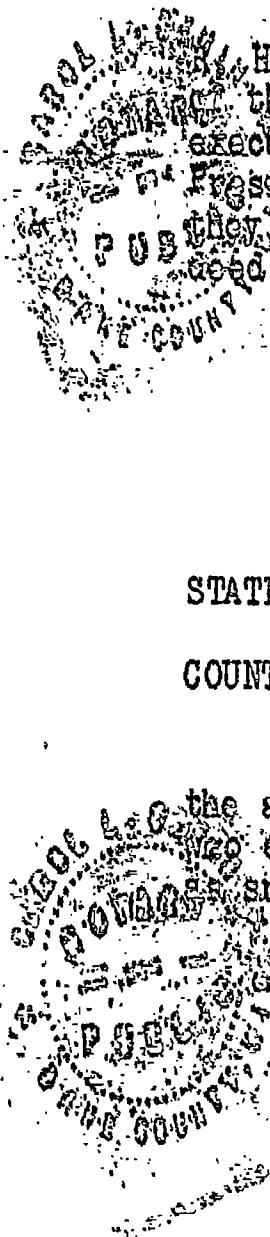
STATE OF WISCONSIN,)
) SS:
COUNTY OF DANE,)

Personally came before me this 18th day of March, 1954, the above named Katherine Conklin, to me known to be the person who executed the foregoing instrument and acknowledged the same as such Trustee.

Carol L. Genin
Notary Public, Dane County, Wisconsin.
My commission expires: May 27, 1956
Carol L. Genin

RECORDED

MAR 31 1954
At 2:00 P.M.
Clk. P.



913124

This Indenture, Made this **2nd** day of **February**, **1956**,
between the **SMS Realty Corporation**
a corporation,

duly organized and existing under the laws of the State of **Wisconsin**
and having its principal office in the **City** of **Madison** and State of
Wisconsin, party of the first part, and **City of Madison**, a municipal corporation,
~~duly-organized-and-existing-under-the-laws-of-the-State-of~~ corporation of **Dane County, Wisconsin**,
party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
Seventy-One Thousand Dollars (\$71,000.00) Dollars
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and
confessed, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed and by
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party
of the second part, its successors and assigns forever, the following described real estate situated in the
County of Dane and State of **Wisconsin**, to-wit:

PARCEL #1

Lot One (1), Block One Hundred Thirty-eight (138) of the Original Plat,
City of Madison.

PARCEL #2

All of the Northeast 54 feet in width, of Lot 9, Block 260, in the City of
Madison, except the Southeast 85 feet thereof. Being the premises also des-
cribed as the Northeast 54 feet in width of Lot 9 (except the Southeast 85
feet thereof), in Block 260 (Pritchette Plat), and also described as the
Northeast 54 feet in width (except the Southeast 85 feet thereof), of Lot
9, Block 261 (Doty Plat). Except all easements and restrictions of public
record.



1
2
4
FRS2



Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained
premises and their hereditaments and appurtenances, **TO HAVE AND TO HOLD** the said premises as
above described, with said hereditaments and appurtenances, unto the said party of the second part and to
its successors and assigns forever.

And the Said grantor, for itself and its successors, doth hereby covenant, grant, bargain and agree to
and with the said party of the second part, its successors and assigns, that at the time of the ensembling
and delivery of these presents, the said party of the first part is well seized of the premises above described,
as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that
the same are free and clear from all incumbrances whatever.

and doth
further covenant that the above bargained premises, in the quiet and peaceable possession of the said
party of the second part, its successors and assigns, against all and every person or persons lawfully
claiming the whole or any part thereof, it and they shall and will forever **WARRANT** and **DEFEND**.

In Witness Whereof, the said party of the first part hath caused these presents to be signed by
E. M. Dessloch, its President, countersigned by
C. H. Crownhart, its Secretary, and its corporate seal to be hereunto
affixed the day and year first herein written.

Signed, Sealed and Delivered in Presence of:

Ray J. Hoops
Ray J. Hoops
W. C. White, Jr.
W. C. White, Jr.

SMS REALTY CORPORATION (Seal)
By E. M. Dessloch
Its President.

E. M. Dessloch

Countersigned by

C. H. Crownhart
Its Secretary.

C. H. Crownhart

The corporation has no seal

{ Corporate Seal }

State of Wisconsin,
Dane County, } ss.

day of February, 1956,
SMS Realty Corporation
C. H. Crownhart,

Personally came before me this 2nd day of February, 1956, E. M. Dessloch, the president of the SMS Realty Corporation, and C. H. Crownhart, the secretary thereof, to me known to be the persons who

as such officers executed the above and foregoing instrument in the name of such corporation, affixed its corporate seal thereto and acknowledged said instrument to be the duly authorized act of said corporation.

Warren H. Stolper
Warren H. Stolper

Notary Public, Dane County, Wis.
My commission expires June 1959
(To be filled in if signed by a Notary Public.)

(N.B.—Ch. 59 Wis. Stats. provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

RECORDED

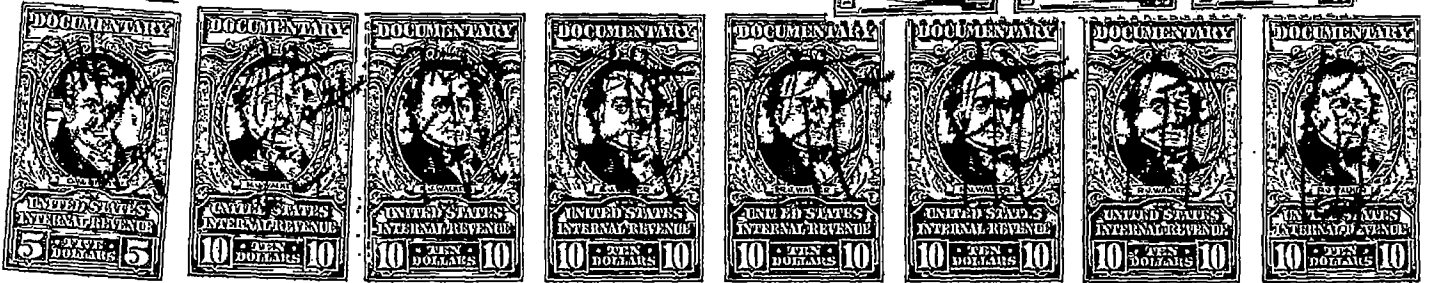
FEB 24 1956

1160
At 11:50 o'clock A.M.

This Indenture, Made this 26th day of December, A. D. 1962, between THEO. KUPFER FOUNDRY & IRON WORKS, INC. PROFIT SHARING TRUST, part Y of the first part, and CITY OF MADISON, part Y of the first part, and

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of Seventy-two Thousand Five Hundred and no-100ths Dollars (\$72,500.00) in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part Y of the second part, its successors and assigns forever the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

Lot Four (4), Block Two Hundred Sixty-one (261), Original Plat in the City of Madison, Dane County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all estate right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y of the second part, and to its successors heirs and assigns FOREVER.

And the said THEO. KUPFER FOUNDRY & IRON WORKS, INC. PROFIT SHARING TRUST for itself, its successors, and assigns, covenants, grant, bargain, and agree to and with the said part Y of the second part its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except easements, restrictions, and rights of tenants in possession,

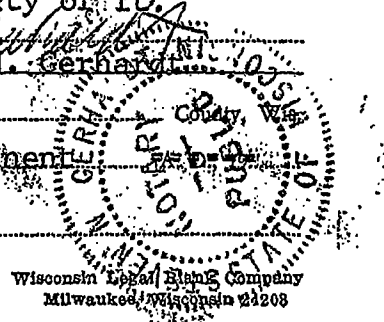
and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part has hereunto set its hand and seal this 26th day of December, A. D. 1962, caused these presents to be signed and sealed by its Trustees

THEO. KUPFER FOUNDRY & IRON WORKS, INC. PROFIT SHARING TRUST
SIGNED AND SEALED IN PRESENCE OF
Donald Johnson
Steven N. Gerhardt
By: Henry Paul (SEAL)
By: C. H. Draeger (SEAL)
By: V. R. Hazelton (SEAL)

STATE OF WISCONSIN
Dane County ss.
Personally came before me, this 26th day of December, A. D. 1962, the above named Henry Paul, C. H. Draeger, V. R. Hazelton, to me known to be the Trustees of THEO. KUPFER FOUNDRY & IRON WORKS, INC. PROFIT SHARING TRUST, and to me known to be the persons who executed the foregoing instrument and acknowledged the same as such Trustees as the deed and by the authority of it.
Received for Record this 26th day of December, A. D. 1962 at 1:15 o'clock P. M.

Harold K Hill (SEAL) Notary Public, Dane County, Wis.
By: Cecilia Beyler Deputy Register of Deeds. My Commission expires Permenently.
This instrument was drafted by Attorney Steven N. Gerhardt.



THIS INDENTURE, Made this 27th day of August A. D., 1963, between Emily D. Terry

Office of Register of Deeds } ss. Dane County, Wisconsin

Received for Record Aug. 27 A. D. 1963 at 4:15 PM and recorded in vol. 763 of Deeds on page 4147 of the Register of Deeds RETURN TO

City of Madison, a municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Nineteen Thousand Two Hundred Dollars, (\$19,200)

to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha. S. given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do. S. give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

The Northwest Forty-four (44) Feet in width on Butler Street of Lot One (1), and the Northwest Thirty-two (32) Feet of the Southwest Forty-nine and one-half (49 1/2) Feet of Lot Two (2), Dean's Subdivision of Block 262, in the City of Madison.

DANE 8 1 2 4 3 AM 1963



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Emily D. Terry

for herself, her heirs, executors and administrators, do. S. covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except taxes and special assessments, if any, levied or assessed on or after January 1, 1963, easements and restrictions of record, municipal and zoning ordinances, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part ha. S. hereunto set her hand and seal this 27th day of August, A. D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Frederick C. Suhr

Frederick C. Suhr

Mildred C. Mielke

Mildred C. Mielke

Emily D. Terry (SEAL) Emily D. Terry (SEAL) (SEAL) (SEAL)

STATE OF WISCONSIN, Dane County, } ss.

Personally came before me, this 27th day of August, A. D., 1963, the above named Emily D. Terry

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Frederick C. Suhr Frederick C. Suhr

This instrument drafted by

Notary Public, Dane County, Wis.

Frederick C. Suhr, Attorney

My Commission expires (Is) permanent



DOCUMENT NO. 1082931

WARRANTY DEED-To Corporation STATE OF WISCONSIN-FORM 4 THIS SPACE RESERVED FOR RECORDING DATA

Office of Register of Deeds } ss. Dane County, Wisconsin

Received for Record... Sept 16 A. D. 1963 at 11:45 o'clock a.m. and recorded in vol. 764 of Deeds on page 565. Harold K. Sticha Register.

RETURN TO

THIS INDENTURE, Made this 16th day of September A. D., 1963, between Mathilda Blied,

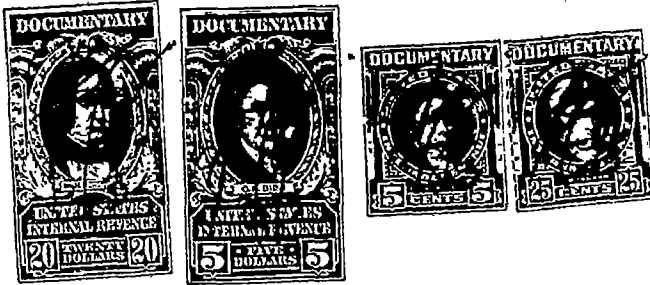
part of the first part and City of Madison, a Municipal Corporation,

duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison Wisconsin, party of the second part;

Witnesseth, That the said part of the first part, for and in consideration of the sum of Twenty-three Thousand (\$23,000.00) Dollars,

to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha...S...given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do...S...give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

The Northeast 1/2 of the Southeast 88 feet in depth of Lot One(1), N. W. Dean's Subdivision of Block 262, in the City of Madison, Dane County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Mathilda Blied

for her heirs, executors and administrators, do...S...covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents...she is... well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, None

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said part of the first part ha...S...hereunto set her hand...and seal...this 16th day of September, A. D., 1963

SIGNED AND SEALED IN PRESENCE OF

John H. Shiels A. J. Sticha

Mathilda Blied (SEAL) Mathilda Blied (SEAL) (SEAL) (SEAL)

STATE OF WISCONSIN, Dane County, ss.

Personally came before me, this 16th day of September, A. D., 1963 the above named Mathilda Blied

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Anthony J. Sticha Notary Public, Dane County, Wis.

This instrument drafted by the Legal Department of the City of Madison, Wisconsin

Notary Public, Dane County, Wis.

My Commission (Expires) (Is) Feb 19, 1967

VOL 764 PAGE 565

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 4

DANE 8 20 3 1 SEP 16 63 1 50 AM

DOCUMENT NO. 1083046

WARRANTY DEED-To Corporations STATE OF WISCONSIN-FORM 4 THIS SPACE RESERVED FOR RECORDING DATA Office of Register of Deeds ss, Dane County, Wisconsin

THIS INDENTURE, Made this 17th day of September A. D., 1963, between Hattie M. Kinzie,

Received for Record Sept 17 1963 at 1:00 clock P. M.

part Y of the first part and City of Madison, a Municipal Corporation, of

and recorded in vol. Deeds on page 23 Harold K. Hill Register

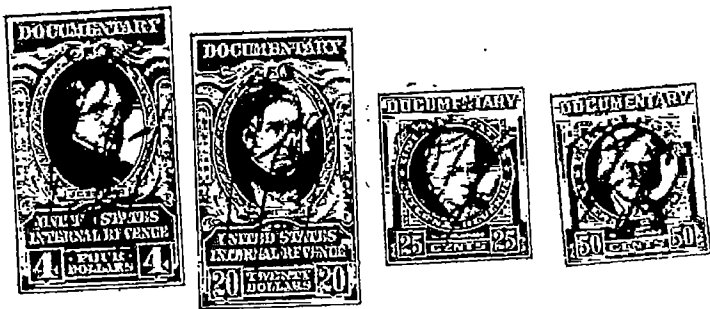
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison, Wisconsin, party of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of Twenty-two Thousand Five Hundred and 00/100ths (\$22,500.00) Dollars,

to her in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

RETURN TO City Atty. Office

The Northwest 1/2 of Lot Six (6), N. W. Dean's Subdivision of Block Two Hundred Sixty-two (262), City of Madison, in the City of Madison, except one rod wide across the North-east end thereof.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Hattie M. Kinzie, for her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever. None

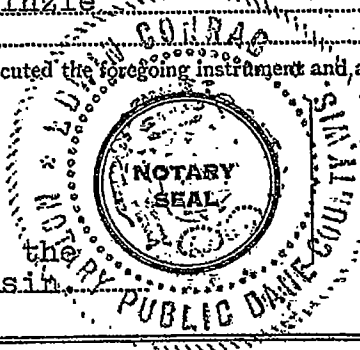
and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part has hereunto set her hand and seal this 17th day of September, A. D., 1963.

SIGNED AND SEALED IN PRESENCE OF John H. Shiels Warren D. Lucas

Hattie M. Kinzie (SEAL) Hattie M. Kinzie (SEAL) (SEAL) (SEAL)

STATE OF WISCONSIN, Dane County, ss. Personally came before me, this 17th day of September, A. D., 1963, the above named Hattie M. Kinzie to me known to be the person who executed the foregoing instrument and acknowledged the same.



Edwin Conrad EDWIN CONRAD Notary Public, Dane County, Wis.

This instrument drafted by the Legal Department of the City of Madison, Wisconsin. My Commission (Expires) (Is) Edwin Conrad Notary Public, State of Wisconsin

DOCUMENT NO.
1084321

WARRANTY DEED-To Corporation
STATE OF WISCONSIN-FORM 4
Office of Register of Deeds
Dane County, Wisconsin

THIS INDENTURE, Made this 1st day of October Received for Record Oct 1st
A. D., 1963, between Harry N. Mitchell, a single man, A. D. 1963 at 2:05 o'clock P.M.

and recorded in vol. 765
of Deeds on page 585
City of Madison, a Municipal Corporation, of Harold K. High Register

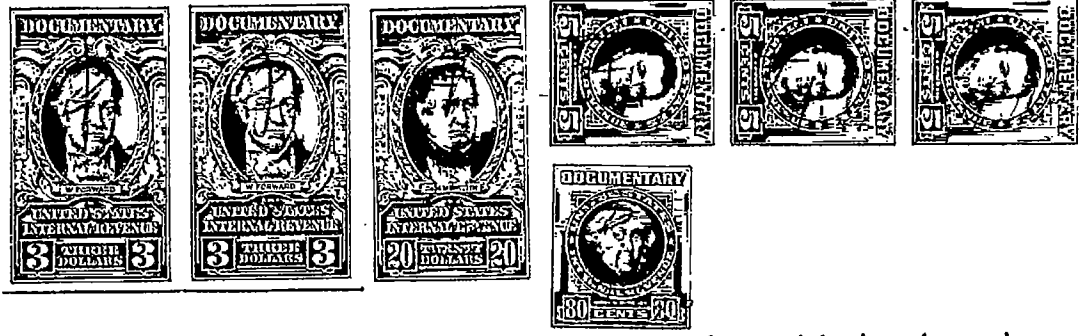
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison Wisconsin, party of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of Twenty-four Thousand Five Hundred and 00/100ths (\$24,500.00) Dollars,

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha. S. given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do. E.S. give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

RETURN TO
Oct 11th 1963

The Southeast 100 feet of the Southwest 49.5 feet of Lot Two (2), N. W. Dean's Subdivision of Block 262, in the City of Madison, Dane County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Harry N. Mitchell, a single man, for his heirs, executors and administrators, do. E.S. covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, None

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part ha. S. hereunto set his hand and seal this 1st day of October, A. D., 1963.

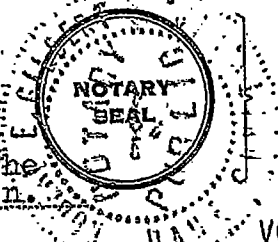
SIGNED AND SEALED IN PRESENCE OF
Robert E. Gilbert
Robert E. Gilbert
Thomas N. Burke

Harry N. Mitchell (SEAL)
Harry N. Mitchell
(SEAL)
(SEAL)
(SEAL)

STATE OF WISCONSIN, Dane County, ss.

Personally came before me, this 1st day of October, A. D., 1963, the above named Harry N. Mitchell

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Robert E. Gilbert
Notary Public, Dane County, Wis.

This instrument drafted by the Legal Department of the City of Madison, Wisconsin.

My Commission Expires permanent
VOL 765 PAGE 585

1085136

This Indenture, Made this also known as October, A. D., 1963,
between Arthur W. Collins/and Eleanore L. Collins, his wife,

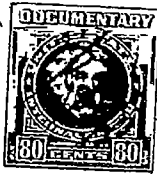
parties of the first part, and City of Madison, a Municipal
Corporation,

~~Corporation~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin,
located at Dane, Wisconsin, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Nineteen Thousand and 00/100ths (\$19,000.00) Dollars,

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed
and acknowledged, have given, granted, bargained, sold remised, released, aliened, conveyed and
confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm
unto the said party of the second part, its successors and assigns forever, the following described real
estate, situated in the County of Dane and State of Wisconsin, to-wit:

Southeasterly 1/2 of Lot Five (5), except the
Northeasterly 16.5 feet thereof, N. W. Dean's
subdivision of Block 262, in the City of Madison,
Dane County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of
the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained
premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances,
unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Arthur W. Collins and Eleanore L. Collins, his wife,

for their heirs, executors and administrators, do covenant, grant, bargain
and agree to and with the said party of the second part, its successors and assigns, that at the time of the
ensealing and delivery of these presents they are well seized of the premises above described,
as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and
that the same are free and clear from all incumbrances whatever, None

and that the above bargained premises in the quiet and peaceable possession of the said party of the
second part, its successors and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof, they will forever WARRANT and DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and
seals this 8th day of October, A. D., 19 63.

Signed and Sealed in Presence of



John H. Shiels
A. J. Sticha

Arthur W. Collins (Seal)
Eleanore L. Collins (Seal)

_____ (Seal)

Drafted by the Legal Department of the City of Madison, Wisconsin.

DI 513 5 1 3 5 OCT 1 0 63 1 50 AM

State of Wisconsin, }
Dane County, } ss.

Personally came before me this 8th day of October, 1963

the above named Arthur W. Collins and Eleanor L. Collins

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Anthony J. Sticha
Anthony J. Sticha

Notary Public, Dane County, Wis.

My commission expires Feb. 19, A. D., 1967.

J20 1963

| | |
|---|---|
| COMP 1085436 INIT <i>59</i> Arthur W. Collins and Eleanor L. Collins, his wife To City of Madison, a Municipal Corporation COMP <i>VA</i> INIT | WARRANTY DEED 265 State of Wisconsin, Dane County } Received for Record this <u>10</u> day of <u>Oct.</u> , A. D., 19 <u>63</u> , at <u>9:25</u> <u>o'clock</u> <u>P.</u> M., and recorded in Vol. <u>766</u> of Deeds on Page <u>347</u> <u>Harold R. King</u> Register of Deeds. Deputy. <i>Colby Attorney</i> |
|---|---|

160

1085216

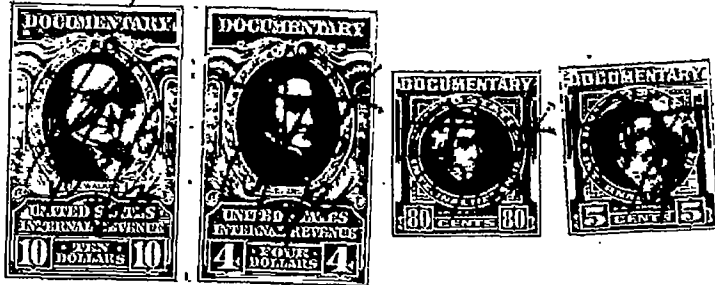
This Indenture, Made this 10th day of October, A. D., 1963,
between Elizabeth Sennett,
party of the first part, and City of Madison, a Municipal Corporation,

Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison, Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Thirteen Thousand Three Hundred and 00/100ths (\$13,300.00) Dollars,

to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

The Southwest 33 feet of the Southeast 88 feet of Lot One (1), Dean's Subdivision of Block 262, City of Madison, Dane County, Wisconsin.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Elizabeth Sennett

for her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, None

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT and DEFEND.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this 10th day of October, A. D., 1963.

Signed and Sealed in Presence of

Frank Sennett

Frank Sennett

A. J. Sticha

A. J. Sticha

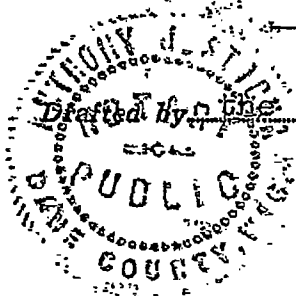
Elizabeth Sennett (Seal)
Elizabeth Sennett

(Seal)

(Seal)

(Seal)

Drafted by the Legal Department of the City of Madison, Wisconsin.



DE 33 5 2 1 6 PM 10 63

1 50

Dane County, } ss.

Personally came before me this 10th day of October, 1963.

the above named Elizabeth Sennett

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Anthony J. Sticha
Anthony J. Sticha

Notary Public, Dane County, Wis.

My commission expires Feb. 19, A. D., 1967.

1085216 120

Form with fields: GTR, TYPED, COMP, INIT, No., Elizabeth Sennett, To, City of Madison, WARRANTY DEED, State of Wisconsin, Dane County, Received for Record this 10 day of October, A. D., 1963, at 4 o'clock P. M., and recorded in Vol. 766 of Deeds on Page 377, Harold R. [Signature], Register of Deeds, Deputy, City of Madison, Wis.

DOCUMENT NO.

1099409

WARRANTY DEED
STATE OF WISCONSIN-FORM 9

Office of Register of Deeds } ss.
Dane County, Wisconsin

THIS INDENTURE, Made by Nick Malas and Mary Malas, husband and wife,

Received for Record April 23
A. D. 1964 at 9:20 o'clock A. M

and recorded in vol. 776

grantor S of Dane County, Wisconsin, hereby conveys and warrants to the CITY OF MADISON, a Municipal Corporation,

of Deeds on page 85
Harold K. Hill Register:

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

Robert T. Semrad, Asst. City Attorney, Madison, Wisconsin

grantee of Dane County, Wisconsin, for the sum of Fourteen Thousand (\$14,000) Dollars

the following tract of land in Dane County, State of Wisconsin;

The Southeast one-half (1/2) of Lot Six (6), Block Two Hundred Sixty-two (262), Dean's Subdivision, in the City of Madison, except a piece one (1) rod wide off of the Northeast end thereof.



IN WITNESS WHEREOF, the said grantor S have hereunto set their hand S and seal S this 22 day of April, A. D., 1964

SIGNED AND SEALED IN PRESENCE OF

Robert T. Semrad

Nick Malas (SEAL)
Nick Malas

Robert T. Semrad

Mary Malas (SEAL)
Mary Malas

Marian W. Frye

(SEAL)

Marian W. Frye

(SEAL)

STATE OF WISCONSIN, }
Dane County. } ss.

Personally came before me, this 22 day of April, A. D., 1964 the above named Nick Malas and Mary Malas, husband and wife,

to me known to be the person S who executed the foregoing instrument and acknowledged the same.

Robert T. Semrad
Robert T. Semrad

(SEAL)

Notary Public, Dane County, Wis.

My Commission expires is permanent, 4/6/61/11

THIS INSTRUMENT DRAFTED BY Robert T. Semrad, Asst. City Attorney

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

DOCUMENT NO.

1138529

WARRANTY DEED
STATE OF WISCONSIN—FORM 9

THIS INDENTURE, Made by Bertha M. Grafton

Office of Register of Deeds } ss.
Dane County, Wisconsin }

Received for Record August 6
A. D. 1965 at 9:15 o'clock A.M

grantor of Dane County, Wisconsin, hereby conveys
and warrants to CITY OF MADISON, a Municipal
Corporation

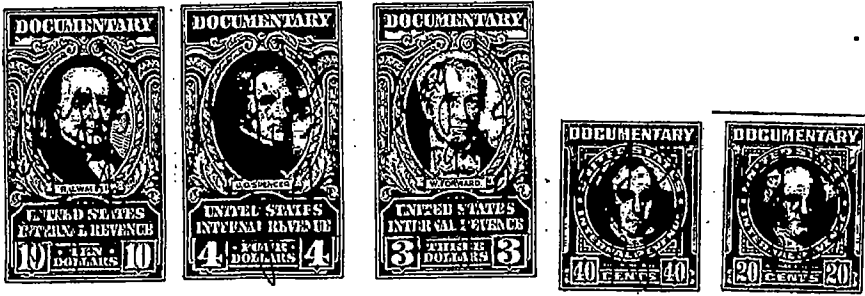
and recorded in vol. 804
of Deeds on page 227
~~THIS SPACE RESERVED FOR RECORDING DATA~~

grantee
of Dane County, Wisconsin,
for the sum of \$16,000.00

RETURN TO
Robert T. Semrad
Assistant City Attorney

the following tract of land in Dane County, State of Wisconsin:

Northwest half of Lot 5, except the Northeast 16.5
feet thereof, A. W. Dean's Subdivision of Block 262
of the original plat, in the City of Madison.



D. 33 27 6 65 1.50

IN WITNESS WHEREOF, the said grantor ha. s. hereunto set her hand and seal this 5
day of August, A. D., 1965.

SIGNED AND SEALED IN PRESENCE OF

Albert B. Grafton
Albert B. Grafton
A. J. Sticha
A. J. Sticha

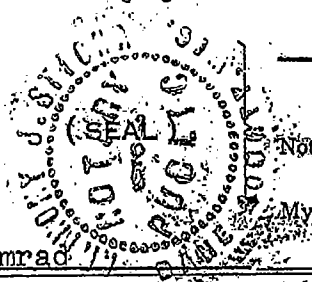
Mrs Bertha M Grafton (SEAL)
Bertha M. Grafton

_____ (SEAL)

STATE OF WISCONSIN,
Dane County. } ss.

Personally came before me, this 5 day of August, A. D., 1965 the above named Bertha
M. Grafton

to me known to be the person..... who executed the foregoing instrument and acknowledged the same.



Anthony J. Sticha
Anthony J. Sticha
Notary Public, Dane County, Wis.
My Commission expires Feb 19, A. D., 1967.

THIS INSTRUMENT
DRAFTED BY Robert T. Semrad

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names
of the grantors, grantees, witnesses and notary).
WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 9 FURNISHED BY DANE COUNTY TITLE COMPANY

WARRANTY DEED

THIS INDENTURE, made by WILLIAM A. OAKEY and HELEN OAKEY, husband and wife; also WARREN OAKEY, a single man, Grantors, hereby convey and warrant to the CITY OF MADISON, a Municipal Corporation, grantee, of Dane County, Wisconsin, for the sum of Sixty-five Thousand (\$65,000.00) Dollars, the following tracts of land in Dane County, State of Wisconsin:

PARCEL A (Fee Title)

Part of Lot 1, Block 260, Original Plat, City of Madison, Dane County, Wisconsin, more fully described as follows:

The Southeast 49.5 feet of Lot 1, Block 260, Original Plat, City of Madison, Dane County, Wisconsin.

PARCEL B (Fee Title)

Also part of Lot 2, Block 260, Original Plat, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at a point on the Southwest line of Lot 2, Block 260, Original Plat of the City of Madison, Dane County, Wisconsin, said point being 97.55 feet Northwest of the Northwest line of East Gorham Street; thence Northeasterly 22 feet parallel to the Northwest line of East Gorham Street; thence Northwesterly on a line that is parallel to the Northeast line of North Blair Street to the shoreline of Lake Mendota; thence Southwesterly and following along the shoreline of Lake Mendota to the Southwest line of said Lot 2; thence Southeasterly along the Southwest line of said Lot 2 to the point of beginning.

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals.

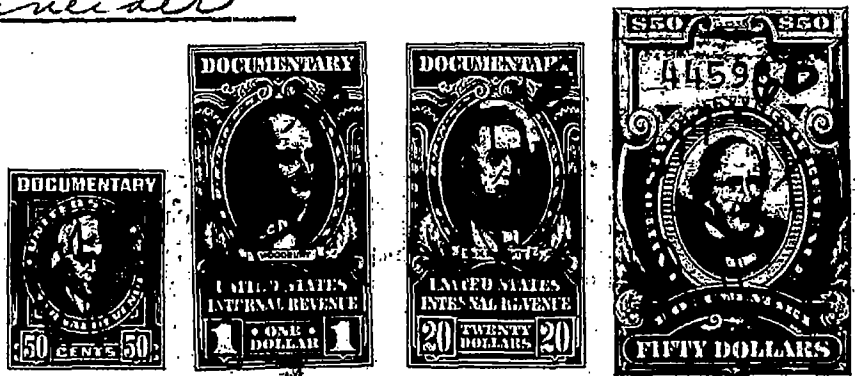
Dated at Madison, Wisconsin, this 7th day of January, 1966.

Signed in the presence of:

Arthur L. May
Arthur L. May

Warren Oakey
Warren Oakey

Arlene Schneider
Arlene Schneider



Dated at St. Louis, Missouri, this 13th day of January, 1966.

Signed in the presence of:

[Signature]
Wm. O. Oakey

William A Oakey
William A. Oakey

[Signature]
Wm. O. Oakey

Helen Oakey
Helen Oakey

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

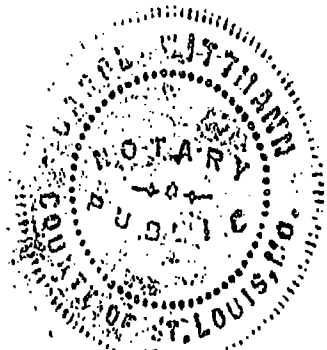
Personally came before me, this 7th day of January, 1966, the above named Warren Oakey, a single man, to me known to be the person who executed the foregoing Warranty Deed and acknowledged the same.



Arthur L. May
Arthur L. May
Notary Public, Dane County, Wisconsin
My Commission Is Permanent

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss.

Personally came before me, this 13 day of January, 1966, the above named William A. Oakey and Helen Oakey, husband and wife, to me known to be the persons who executed the foregoing Warranty Deed and acknowledged the same.



Carol Wittmann
Carol Wittmann ~~St. Louis~~ Memphis
Notary Public, ~~Dane County, Wisconsin~~
My Commission Sept 6, 1969

RECORDED

JAN 17 1966

At 4:30 o'clock P.M.

VOL **812** PAGE **321**

THIS INDENTURE, made by WILLIAM A. OAKEY and HELEN OAKEY, husband and wife; also WARREN OAKEY, a single man, grantors, hereby quit claim to the CITY OF MADISON, a municipal corporation, grantee of Dane County, Wisconsin, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the following triangular shaped parcel in Lot 2, Block 260, Original Plat, Dane County, Wisconsin, described as follows:

Beginning at a point on the line between Lots One (1) and Two (2) Block Two Hundred Sixty (260), Ninety-one (91) feet Northwest of the Northwest line of East Gorham Street, thence Northwest along said line four (4) feet, thence Northeast at right angles to said line four (4) feet, thence South to the point of beginning.

IN WITNESS WHEREOF the undersigned hereunto set their hands and seals.

Dated at Madison, Wisconsin this 7th day of January, 1966.

Signed in the presence of:

Arthur L. May
Arthur L. May
Arlene Schneider
Arlene Schneider

Warren Oakey
Warren Oakey

Dated at St. Louis, Missouri this 14th day of January, 1966.

Signed in the presence of:

Wm. O. Oakey
Wm. O. Oakey
Wm. O. Oakey
Wm. O. Oakey

William A. Oakey
William A. Oakey
Helen Oakey
Helen Oakey

STATE OF WISCONSIN)

ss.

COUNTY OF DANE)

Personally came before me the above named Warren Oakey, a single man, to me known to be the person who executed the foregoing document and acknowledged the same, this 7th day of Jan., 1966.

Arthur L. May
Arthur L. May

Notary Public, Dane County, Wisconsin
My Commission Is Permanent

STATE OF MISSOURI)

ss.

COUNTY OF ST. LOUIS)

Personally came before me the above named William A.



Oakey and Helen Oakey, husband and wife, to me known to be the persons who executed the foregoing document and acknowledged the same, this 14th day of Jan. 1966.


Carol Wittmann

Notary Public, St. Louis County, Missouri

My Commission Sept 6, 1969



RECORDED

JAN 17 1966

At 4:20 o'clock P.M

VOL **812** PAGE **323**

Drafted by Robert T. Semrad
Assistant City Attorney
Madison, Wisconsin

DOCUMENT NO.

1159483

WARRANTY DEED
STATE OF WISCONSIN—FORM 9

Office of Register of Deeds
Dane County, Wisconsin } ss.

Received for Record April 29
A. D. 1966 at 3:25 o'clock P. M
and recorded in vol. 817

of Deeds on page 263
Harold K. ... Register
THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

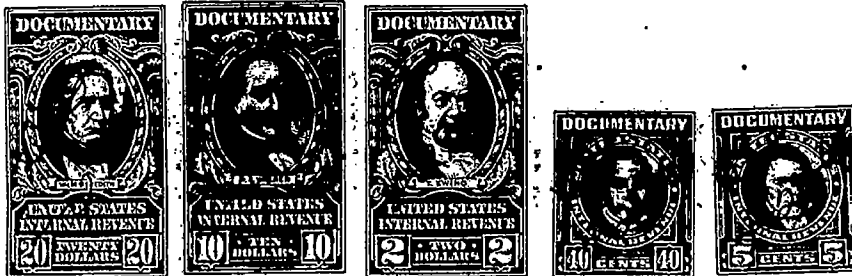
Robert T. Semrad, Assistant
City Attorney, Madison, Wis.

THIS INDENTURE, Made by Selmer G. Swenson
and Muriel Swenson, as his wife and in
her own right,

grantor S. of Dane County, Wisconsin, hereby conveys
and warrants to the CITY OF MADISON, a municipal
corporation,

grantee
of Dane County, Wisconsin,
for the sum of Twenty-nine Thousand One Hundred
Seventy (\$29,170.00) Dollars
the following tract of land in Dane County, State of Wisconsin;

The Southeast 88.3 feet of the Southwest 50 feet of Lot 1, Block 261,
Original Plat, City of Madison, Dane County, Wisconsin.



IN WITNESS WHEREOF, the said grantors have hereunto set their hand s and seal s this 28
day of April, A. D., 1966

SIGNED AND SEALED IN PRESENCE OF

James M. Warner
James M. Warner
A. J. Sticha
A. J. Sticha

Selmer G. Swenson (SEAL)
Selmer G. Swenson
Muriel Swenson (SEAL)
Muriel Swenson
(SEAL)
(SEAL)

STATE OF WISCONSIN,
Dane County } ss.

Personally came before me, this 28 day of April, A. D., 1966 the above named
Selmer G. Swenson and Muriel Swenson, as his wife and in her own right,

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Anthony J. Sticha
Anthony J. Sticha
Dane County, Wis.

Notary Public, _____ County, Wis.

My Commission expires Feb. 19, A. D., 1967

THIS INSTRUMENT DRAFTED BY Robert T. Semrad, Asst. City Atty.

(Section 59.51 (1) of the Wisconsin Statutes providing that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).
WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 9

FURNISHED BY DANE COUNTY TITLE COMPANY

DANE 59483 APR 29 66

150

ADMINISTRATOR'S DEED

The First National Bank of Madison, Wisconsin, of the City of Madison, County of Dane, State of Wisconsin, as administrator with the will annexed, of the Estate of Verna R. Steele, deceased, late of Dane County, Wisconsin, send Greeting:

WHEREAS, by an order made by the County Court of Dane County, on the 2nd day of December, 1966, the undersigned The First National Bank of Madison, Wisconsin, in its capacity as administrator with the will annexed of said estate was authorized and empowered to sell at private sale certain of the real estate of said Verna R. Steele, deceased, hereinafter described:

WHEREAS, in its capacity aforesaid no additional bond is required pursuant to the order of the Court;

WHEREAS, in its capacity aforesaid said The First National Bank of Madison, Wisconsin has entered into a contract for the sale of said real estate with the City of Madison subject to approval of the Court;

WHEREAS, in its capacity aforesaid said The First National Bank of Madison, Wisconsin has made a report of its proceedings upon said order to said County Court of said county and the Court having concluded that said contract is for the best interests of the estate and having on the 2nd day of December, 1966 made an order confirming said contract and directing a deed of said real estate to be executed and delivered to the said City of Madison upon performance of all of the conditions of said contract by it to be performed;

AND, WHEREAS, all the conditions of said contract have been fully performed and the purchase money has been fully paid according to the terms thereof;

AND, WHEREAS, it appeared to the Court that such private sale was legally made and fairly conducted and that the sum bid thereon was not disproportionate to the value of the property, or, that a greater sum cannot be obtained, and the Court has directed a conveyance to be executed;



CO. 2
JAN 10 1967

NOW, THEREFORE, KNOW YE that The First National Bank of Madison, Wisconsin as administrator with the will annexed of the Estate of Verna R. Steele, aforesaid, by virtue of the power and authority in it vested as aforesaid, and in consideration of the sum of Forty-two thousand Five Hundred Dollars (\$42,500.00) to it in hand paid by the said City of Madison, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said City of Madison, its successors and assigns, all of the following described real estate in the County of Dane, State of Wisconsin, to-wit:

The Southeast 85 feet of the Northeast 54 feet of Lot 9, Block 260, Original Plat, City of Madison, Dane County, Wisconsin.

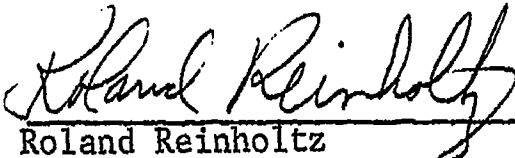
Subject to any and all zoning ordinances, building and other restrictions imposed by law or ordinance, and all easements and restrictions of record, or otherwise affecting such property.

TO HAVE AND TO HOLD the above bargained real estate to the said City of Madison, its successors and assigns, FOREVER.


IN WITNESS WHEREOF, The First National Bank of Madison, Wisconsin, has caused these presents to be signed by George Kroncke, Jr. one of its vice-presidents and Nathan F. Brand, one of its assistant cashiers, and its seal to be hereunto affixed this 28th day of December, 1966.

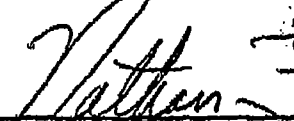
Signed and Sealed in the Presence of:

THE FIRST NATIONAL BANK OF MADISON, WISCONSIN
Administrator with the will annexed of the Estate of Verna R. Steele, Deceased


Roland Reinholtz

By 
George Kroncke, Jr.
Vice-President


Carol L. Genin


Nathan F. Brand
Assisant Cashier

STATE OF WISCONSIN)
COUNTY OF DANE)

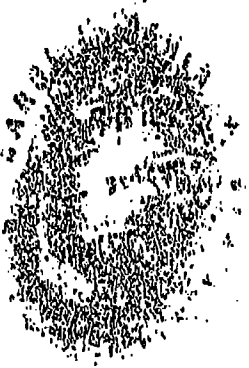
ss.

VOL 828 PAGE 292

Personally came before me this 28 day of December, 1966, the above named George Kroncke, Jr. one of the vice-presidents, and Nathan F. Brand, one of the assistant cashiers of The First National Bank of Madison, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such vice-president and assistant cashier and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Carol L. Genin

Carol L. Genin
Notary Public, Wisconsin
My Commission (expires) (~~is~~) May 12, 1968



This instrument drafted by:
Attorney Clarence G. Bylsma.

Return to Robert T. Semrad
Charge to City Attorney

BOOK 1126140
PAGE 1

Handwritten initials and scribbles

CO. Administrator's Deed

First National Bank of Madison,
Administrator With Will Annexed
of the Estate of Vera R. Steele,
Deceased 10/5

TO

City of Madison 1/5

ONE
TYPED
COMP
INT

Office of Register of Deeds } ss.
Dane County, Wisconsin

Received for Record Dec - 30

A. D. 1966 at 3:00 P. M.
and recorded in vol 898

of Deeds of Dane County, Wisconsin
Handwritten signature and scribbles

Handwritten note: King City

Handwritten number: 282

DOCUMENT NO.

1200513

WARRANTY DEED
STATE OF WISCONSIN-FORM 9
Office of Register of Deeds
Dane County, Wisconsin

Received for Record Nov 14
A. D. 1967 at 11:00 o'clock A.M
and recorded in vol. 844
of Deeds on page 197
Harold K. Miller Register

THIS INDENTURE, Made by ETHEL SIKER

grantor of Dane County, Wisconsin, hereby conveys
and warrants to THE CITY OF MADISON, a
Municipal Corporation,

of Dane County, Wisconsin,
for the sum of THIRTY THREE THOUSAND
(\$33,000.00) DOLLARS
the following tract of land in Dane County, State of Wisconsin;

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO
Robert T. Semrad, Assistant
City Attorney

Part of Lots 1 and 2, Block 261, original plat, City of Madison,
described as follows:

A parcel of land in the Northwest One-quarter of the Southwest
One-quarter of Section Thirteen, Township Seven North, Range Nine
East, in the City of Madison, Dane County, Wisconsin, described as
follows:

Beginning at a point on the Northwesterly line of East Gorham
Street, 66.3 feet Northeasterly from the intersection of said street
line with the Northeasterly line of North Franklin Street, said
point of beginning being the common corner of lands commonly known
as Lots 1 and 2 of Block 261 in the City of Madison; thence North-
easterly along said Northwesterly line of East Gorham Street 20 feet;
thence Northwesterly, parallel to the Northeasterly line of North
Franklin Street and said line extended, 218.3 feet to the shore of
Lake Mendota; thence Southwesterly along the shore of Lake Mendota,
36.5 feet more or less to a point which is distant 50.3 feet North-
easterly from the Northeasterly line of North Franklin Street
extended, measured at right angles thereto; thence Southeasterly,
parallel to said Northeasterly line of North Franklin Street and
said line extended 224.8 feet to the Northwesterly line of East
Gorham Street; thence Northeasterly along said Northwesterly line of
East Gorham Street, 16 feet to the place of beginning; said above-
described parcel of land being the same premises previously conveyed
and described as "The Northeast 16 feet in width (Con't on Back)
IN WITNESS WHEREOF, the said grantor ha. S. hereunto set her hand and seal this 10th



day of November A. D. 1967

SIGNED AND SEALED IN PRESENCE OF

Ethel Siker (SEAL)
ETHEL SIKER

Irvine Y. Stein

Charlotte S. Stein

Charlotte S. Stein



STATE OF WISCONSIN,
Dane County, ss.

Personally came before me, this 10th day of November, A. D., 1967 the above named Ethel
Siker,

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia Miller (SEAL)
Patricia Miller

Notary Public, Wisconsin County, Wis

My Commission expires 6/7/70, A. D., 19

THIS INSTRUMENT
DRAFTED BY Robert T. Semrad, City Atty.

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names
of the grantors, grantees, witnesses and notary.)
WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 9

FURNISHED BY DANE COUNTY TITLE COMPANY

of Lot 1 and the Southwest 20 feet in width of Lot 2 of Block 261, in the City of Madison, Wisconsin."

Return to and Charge to
Robert T. Semrad
Assistant City Attorney

GR 1200543
TYPED Warranty Deed
COMP. *TK*
INIT. *TK*
Slicer *TK*
TO

City of Madison 1/5
GTE/1
TYPED *TK*
COP *TK*
TK

Office of Register of Deeds } ss.
Dane County, Wisconsin }
Received for Record *Nov. 14*
A. D. 1967 at 10:55 o'clock A. M.
and recorded in vol. *844*
of *Deeds* on page *197*
Harold K. Register

123

1/19
TK
~~ADDED~~

DOCUMENT NO.

1232301

WARRANTY DEED
STATE OF WISCONSIN-FORM 9

Office of Register of Deeds
Dane County, Wisconsin

Received for Record Jan-15
A. D. 1969 at 8:35 o'clock A.M.
and recorded in vol. 81

of Records on page 251
THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

Robert T. Semrad
Charge to City Attorney

THIS INDENTURE, Made by HARRY B. HOOVER and ANN E HOOVER, as his wife and in her own right

grantor...S... of Dane County, Wisconsin, hereby conveys and warrants to THE CITY OF MADISON

grantee... Dane County, Wisconsin, for the sum of FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$56,500) the following tract of land in Dane County, State of Wisconsin;

A. All of Lot Four (4), except the Southeast 94 feet of the Northeast 7 feet thereof, in Block Two Hundred Sixty-one (261), City of Madison, according to the Doty Plat thereof, being a part of Block Two Hundred Sixty (260), according to the Pritchette Plat, and now known as all of Lot Four (4), except the Southeast 94 feet of the Northeast 7 feet thereof and except the Southwest 59 feet of the Southeast 91.6 feet of Lot 4, Block 260, in the City of Madison.

B. The Southwest 23 feet of the Southwest 1/2 of Lot Five (5), except the Southeast 94 feet thereof, in Block Two Hundred Sixty-one (261), City of Madison, according to the Doty Plat thereof, being a part of Block Two Hundred Sixty (260), according to the Pritchette Plat, and now known as the Southwest 23 feet of the Southwest 1/2 of Lot 5, except the Southeast 94 feet thereof, in Block Two Hundred Sixty (260), City of Madison.

C. Also a right-of-way 6 feet in width over the Southwest 59 feet of Southeast 91.6 feet of said Lot Four (4), Block Two Hundred Sixty (260) (Pritchette Plat) as described in Vol. 446 of Deeds, page 519.

In Witness Whereof, parties of the first part have hereunto set their hand, S. and seal, S. this 15 day of January, A. D., 1969.

SIGNED AND SEALED IN PRESENCE OF

Paul C. Gartzke
Gene DeYoung

HARRY B. HOOVER (SEAL)
ANN E. HOOVER (SEAL)

STATE OF WISCONSIN, Dane County, ss.

Personally came before me, this 15 day of January, A. D., 1969 the above named Harry B. Hoover and Ann E. Hoover, as his wife and in her own right

to me known to be the person... who executed the foregoing instrument and acknowledged the same.

Paul C. Gartzke
Notary Public, Dane County, Wis.

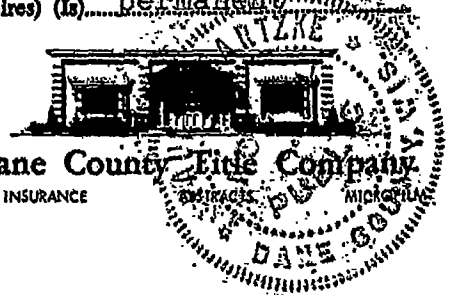
This instrument drafted by Robert T. Semrad Assistant City Attorney

My Commission (Expires) (Is) Permanent

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 9

FURNISHED BY Dane County Title Company TITLE INSURANCE



1233946

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

WILLIAM A. MC GILLIGAN and
MARION E. MC GILLIGAN, Husband
and Wife,

Condemnees,

vs.

LIS PENDENS

127106

CITY OF MADISON, A Municipal
Corporation,

Condemnor.

VOL. 84 PAGES 640

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 11th day of February, 1969, and the purpose of said proceeding is to take and acquire for the purpose of the expansion of James Madison Park, the fee simple interest in the following described land:

All of Lot 2, except the Southwesterly 20 feet thereof in Block 261, the original plat of the City of Madison, Dane County, Wisconsin

Dated this 11th day of February, 1969.

CITY OF MADISON

BY Robert T Semrad

ROBERT T. SEMRAD
Assistant City Attorney
Room 401, City-County Building
202 Monona Avenue
Madison, Wisconsin 53709

6 1 1969 FEB 1 9

2000

ORIGINAL

123394 (Handwritten)

OK

State of Wisconsin

CIRCUIT COURT

DANE COUNTY

WILLIAM A. MC GILLIGAN and
MARION E. MC GILLIGAN
Plaintiff

84 PAGES 641

vs.

CITY OF MADISON
Defendant

OFFICE OF REGISTER OF DEEDS
DANE COUNTY, WISCONSIN
FILED
FEB 11 1969
AT 10 35 O'CLOCK A.M.
HAROLD K. HILL

LIS PENDENS

Due and personal service of the within

admitted this day of
.....19.....

Attorney for

Attorney for

Edwin C. Conrad, City Attorney
Room 401 City-County Building
210 Monona Avenue
Madison, Wisconsin 53709

Form B-5-66

200 (Handwritten)

RECEIVED (Vertical stamp)

1233947

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

SAMUEL S. LIVESEY and GRACE
LIVESEY, Husband and Wife;
also WILLIAM A. MC GILLIGAN
and MARION E. MC GILLIGAN,
Husband and Wife,

VOL 84 PAGE 642

Condemnees,

LIS PENDENS

vs.

127105

CITY OF MADISON, A Municipal
Corporation,

Condemnor.

NOTICE IS HEREBY GIVEN that the above entitled proceeding
has been commenced and is now pending in the Circuit Court for
Dane County upon the written and verified petition of the
Condemnor, filed in said Court on the 11th day of February,
1969, and the purpose of said proceeding is to take and acquire
for the purpose of the expansion of James Madison Park, the fee
simple interest in the following described land:

All of Lot 3, Block 261, the original plat
of the City of Madison, Dane County,
Wisconsin.

Dated this 11th day of February, 1969.

CITY OF MADISON

BY

Robert T. Semrad

ROBERT T. SEMRAD
Assistant City Attorney
Room 401, City-County Building
202 Monona Avenue
Madison, Wisconsin

6 T 1 9

2 (1) 00

ORIGINAL

1233-947

INDEXED

17

State of Wisconsin

CIRCUIT COURT

DANE COUNTY

SAMUEL S. LIVESEY ET AL

✓ M

Plaintiff

vs.

84-14643

CITY OF MADISON

WL

Defendant

OFFICE OF REGISTER OF DEEDS
 DANE COUNTY, WISCONSIN
FILED
 FEB 11 1969
 AT 10 35 O'CLOCK A M
 HAROLD K. HILL

LIS PENDENS

Due and personal service of the within

admitted this day of
..... 19.....

Attorney for

Attorney for

Edwin C. Conrad, City Attorney
 Room 401 City-County Building
 210 Monona Avenue
 Madison, Wisconsin 53709

Form B-5-66

210

FILED

DOCUMENT NO.

1234757

WARRANTY DEED
STATE OF WISCONSIN-FORM 9

Office of Register of Deeds } ss.
Dane County, Wisconsin }

Received for Record Feb. 25
A. D. 1. 1969 at 2:30 o'clock P. M.
and recorded in vol. 88
of Records on page 253

Harold K. Diez Register.

THIS SPACE RESERVED FOR RECORDING

RETURN TO

Robert T. Semrad
Charge to City Attorney

202

THIS INDENTURE, Made by WARREN OAKEY, A Single Man

grantor of Dane County, Wisconsin, hereby conveys and warrants to the CITY OF MADISON, A Municipal Corporation

grantee of Dane County, Wisconsin, for the sum of Forty Thousand One Hundred Dollars (\$40,100.00)

the following tract of land in Dane County, State of Wisconsin;

The Northwest 45 feet 8 inches of the Southeast 95 feet 2 inches, by Deed, (95.05 feet by City of Madison Survey dated July 10, 1968 to July 19, 1968) of Lot 1, Block 260, the original plat of the City of Madison, Dane County, Wisconsin.

In Witness Whereof, part Y of the first part ha S hereunto set his hand and seal this 24th day of February, A. D., 1969

SIGNED AND SEALED IN PRESENCE OF

Arthur L. May

ARTHUR L. MAY

Tilda J. Mohr

TILDA J. MOHR

Warren Oakey

WARREN OAKEY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,

Dane County, } ss.

Personally came before me, this 24th day of February, A. D., 1969 the above named Warren Oakey, A Single Man

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Arthur L. May

ARTHUR L. MAY

Notary Public DANE County, Wis.

My Commission (Expires) (Is) permanently

This instrument drafted by Robert T. Semrad Assistant City Attorney

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)
WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 9



FURNISHED BY Dane County Title Company
TITLE INSURANCE ABSTRACTS MICROFILM

THIS INDENTURE, Made this 1st day of March A. D. 1969, between Wesley M. Farnsworth and Nina M. Farnsworth, his wife and as joint tenants, part ies of the first part and City of Madison part y of the second part,

Office of Register of Deeds } ss. Dane County, Wisconsin } Received for Record March 11 A. D. 1969 at 11:40 o'clock a M and recorded in vol. 91 of Records on page 227

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration

RETURN TO Robert T. Semrad Charge to City Attorney

to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part y of the second part, heirs and assigns forever, the following described real estate situated in the County of Dane and State of Wisconsin, to-wit:

The SW 59 feet of the SE 91.6 feet of Lot 4, Block 260, in the City of Madison, according to Pritchett Plat as now assessed; Also described as the SE 91.6 feet of the SW 59 feet of Lot 4, Block 260, original plat, City of Madison. Subject to any and all zoning ordinances, building and other restrictions imposed by law or ordinance, and all easements, restrictions and rights-of-way of record affecting the property.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said part y of the second part, and to heirs and assigns FOREVER.

And the said Wesley M. Farnsworth and Nina M. Farnsworth, his wife for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, heirs and assigns, that at the time of the ensembling and delivery of these presents they were well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part has hereunto set their hand s and seal s this 1st day of March A. D. 1969

SIGNED AND SEALED IN PRESENCE OF Max H. Klein Al Gath

Wesley M. Farnsworth (SEAL) Nina M. Farnsworth (SEAL)

STATE OF WISCONSIN, Dane County ss.

Personally came before me, this 1st day of March the above named Wesley M. Farnsworth and Nina M. Farnsworth, his wife

*to me known to be the person s who executed the foregoing instrument and acknowledged the same.

This instrument drafted by Max H. Klein

MAX H. KLEIN Notary Public, State of Wisconsin My Commission Expires

*Delete as required

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)



123604f

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

FISHER and FISCHER INVESTMENT,
INC., A Wisconsin Corporation;
also HOME SAVINGS & LOAN
ASSOCIATION,

127206

LIS PENDENS

Condemnees,

vs.

CITY OF MADISON, A
Municipal Corporation,

VOL 84 PAGE 671

Condemnor.

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 13 day of March, 1969, and the purpose of said proceeding is to take and acquire for the purpose of the expansion of James Madison Park, the fee simple interest in the following described land:

All that part of Lots 1 and 2, Block 260, the original plat of the City of Madison, Dane County, Wisconsin, more particularly described on the attached description page

Dated this 13 day of March, 1969.

CITY OF MADISON

BY Robert T Semrad
ROBERT T. SEMRAD
Assistant City Attorney
Room 401, City-County Building
202 Monona Avenue
Madison, Wisconsin 53709

6. 5 1000

PROPERTY TO BE ACQUIRED FOR
PARK PURPOSES

James Madison Park

OWNER: Fisher & Fischer Investment, Inc.

VOL 84 PAGE 672

Part of Lots 1 and 2, Block 260, the original plat of the City of
Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most Southerly corner of Lot 2, Block 260, the original plat of the City of Madison, Dane County, Wisconsin; thence Northwesterly 34.5 feet along the Southwest line of said Lot 2; thence Southwesterly 0.5 feet along a line that is normal to the said Southwest line; thence Northwesterly 7.7 feet along a line that is parallel to and 0.5 feet Southwesterly of, measured at right angles to, the said Southwest line; thence Northeasterly 0.5 feet along a line that is normal to the said Southwest line; to the said Southwest line of Lot 2; thence Northwesterly along the said Southwest line to a point that is 97.35 feet Northwesterly of the Northwest line of Gorham Street, measured along the said Southwest line of Lot 2; thence Northeasterly 22 feet along a line that is normal to the said Southwest line; thence Northwesterly along a line that is normal to the Northwest line of East Gorham Street to the shore of Lake Mendota; thence Northeasterly along the shore of Lake Mendota to the Northeast line of said Lot 2; thence Southeasterly along the Northeast line of said Lot 2 to the Northwest line of East Gorham Street; thence Southwesterly along the Northwest line of East Gorham Street to the point of beginning.

Except from the above described parcel all that part of Lot 2, Block 260, the original plat of the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the most Southerly corner of Lot 2, Block 260, the original plat of the City of Madison, Dane County, Wisconsin; thence Northwesterly 91 feet

Page 2

James Madison Pa

along the Southwest line of said Lot 2 to the point of beginning of the property to be excepted; thence continuing Northwesterly 4 feet along the said Southwest line of Lot 2; thence Northeasterly 4 feet along a line that is normal to the said Southwest line of Lot 2; thence Southerly to the point of beginning.

Subject to a right-of-way granted to William J. Oakey across part of Lot 2, Block 260, the original plat of the City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at a point on the Southwest line of Lot 2; Block 260, the original plat of the City of Madison, Dane County, Wisconsin. Last mentioned point being 97.35 feet Northwesterly from the Northwest line of Gorham Street measured along the said Southwest line of Lot 2; thence Northeasterly 11 feet; thence Southeasterly 2.35 feet; thence Southwesterly 11 feet; thence Northwesterly 2.35 feet to the point of beginning. Also subject to a right-of-way to John B. Lanigan across part of said Lot 2, more fully described as follows:

Beginning at a point on the Southwest line of said Lot 2, 97.35 feet Northwesterly from the Northwest line of Gorham Street, measured along the said Southwest line; thence Northeasterly 22 feet; thence Southeasterly 2.35 feet; thence Southwesterly 22 feet; thence Northwesterly 2.35 feet to the point of beginning. It being the intent to describe all that property that was conveyed to Fisher & Fischer Investment, Inc. as described in Volume 756 of Deeds, Page 378, and recorded in the Dane County Register of Deeds Office.

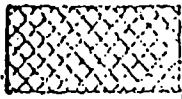
VOL 84 PAGE 673

7/2/68 - 105

PROPERTY TO BE ACQUIRED FOR PARK PURPOSE

JAMES MADISON PARK

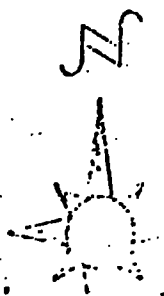
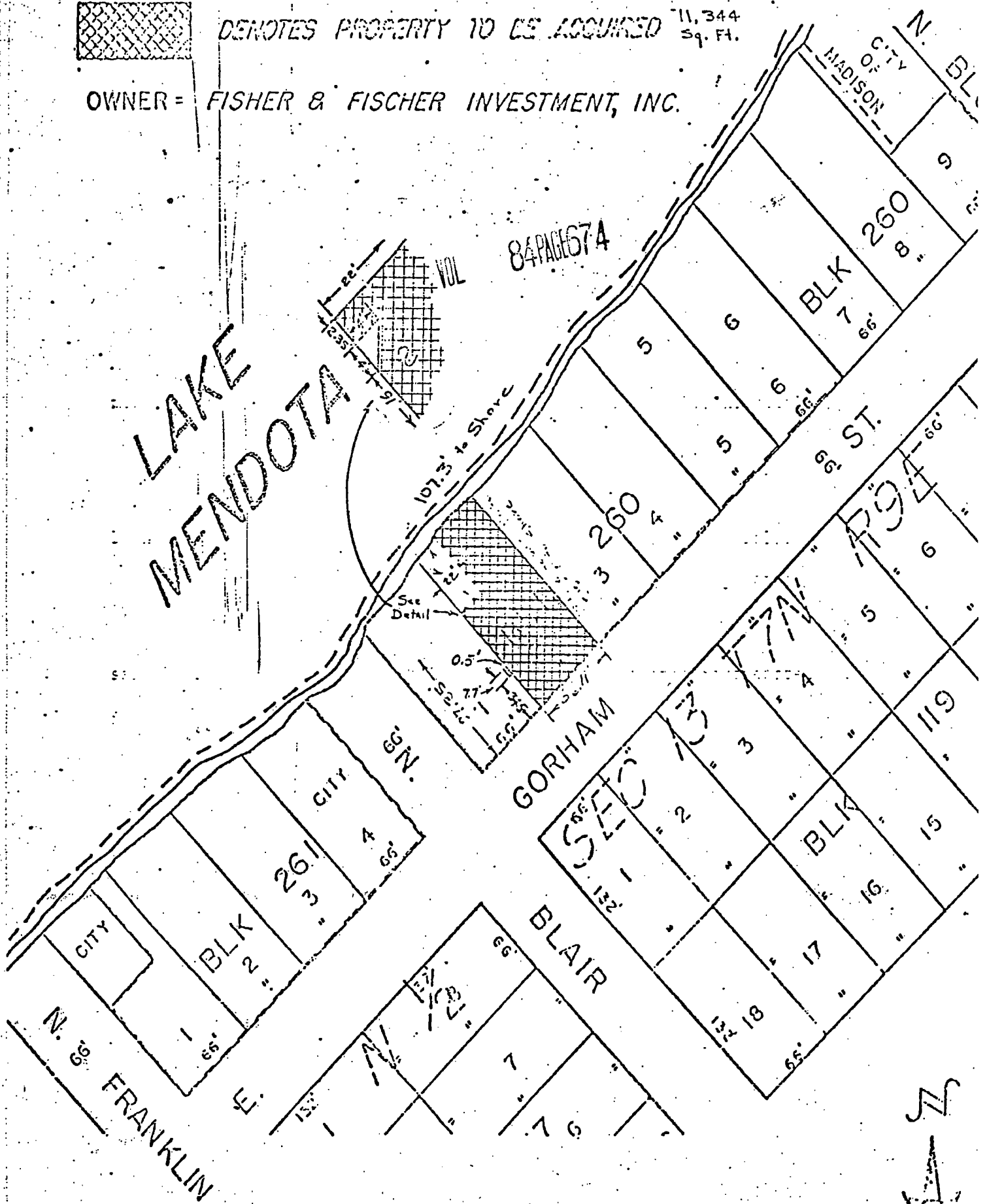
PARCEL 8



Denotes property to be acquired

11,344 Sq. Ft.

OWNER = FISHER & FISCHER INVESTMENT, INC.



ORIGINAL

CC 115
1236044
ML
Lis Pendens
INDEXED
A
A

State of Wisconsin

CIRCUIT COURT

DANE COUNTY

FISHER & FISCHER

INVESTMENT, INC. ET AL
Plaintiff

vs.

CITY OF MADISON

Defendant

VOL 84 PAGE 675

LIS PENDENS

Due and personal service of the within

admitted this day of

19

Attorney for

Attorney for

Edwin C. Conrad, City Attorney
Room 401 City-County Building
210 Monona Avenue
Madison, Wisconsin 53709

Form B-5-68

OFFICE OF REGISTER OF DEEDS
DANE COUNTY, WISCONSIN
FILED
MAR 13 1969
AT 1:30 O'CLOCK P.M.
HAROLD K. HILL

city atty
2.00

COMPARED

1251592

LIS PENDENS

Handwritten initials or mark

10/2/1969

Handwritten marks: a vertical line with 'M' and 'D' below it

Handwritten marks: '3.26' with a horizontal line and a diagonal slash

Handwritten marks: '11.' and a large handwritten mark resembling '17'

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

LOUISE S. PAYTON and
THE FIRST NATIONAL BANK
OF MADISON,

128412

Condemnees,

vs.

LIS PENDENS

THE CITY OF MADISON, A.
Municipal Corporation,

Condemnor.

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 2nd day of October, 1969 and the purpose of said proceeding is to take and acquire for the purpose of the expansion of James Madison Park, the fee simple interest in the following described land:

Part of Lot 1, Block 260, the original plat of the City of Madison, Dane County, Wisconsin, more fully described as follows:

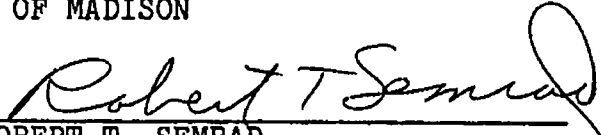
Beginning at the point on the Southwest line of Lot 1, Block 260, original plat, City of Madison, Dane County, Wisconsin, said point being 97.35 feet, by Deed (95.05 feet by City of Madison survey dated July 10, 1968 to July 19, 1968), Northwest from East Gorham Street; thence Northeast at right angles to North Blair Street to the Northeast line of said Lot 1; thence Northwest along the Northeast line of said Lot 1 to the shore of Lake Mendota; thence Southwesterly along the shore of Lake Mendota to the Southwest line of said Lot 1; thence Southeast along the said Southwest line to the point of beginning. Together with and including all riparian lake and water rights to and into said lake along the whole lake front of said parcel as described above.

The Southeast boundary of said premises has been established by judgment of Circuit Court for Dane County, Wisconsin. Entered October 20, 1913 and recorded in the Office of the Register of Deeds for said county December 23, 1913, in Volume 26 of Miscellaneous, Page 243, Document No. 332398.

Dated this 2nd day of October, 1969.

CITY OF MADISON

BY


ROBERT T. SEMRAD

Principal Assistant City Attorney

CAUTION!!

Doc # is

on back side

SR

EX-117 (A) (REV. 1-1-60)

1253071

INDEXED

Lis Pendens

SM
SM

OFFICE OF REGISTER OF DEEDS
 DANE COUNTY, WISCONSIN
 137 N. KANAWAY ST.
 MADISON, WIS. 53703
 APR 11 1935
 MARION K. HILL

CAUTION!!

Doc # 20
on back side

129014

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

GEORGE J. MALOOF and
ELIZABETH M. MALOOF,
Husband and Wife,

Condemnees,

vs.

LIS PENDENS

THE CITY OF MADISON, A
Municipal Corporation,

Condemnor.

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 29th day of October, 1969; and the purpose of the said proceeding is to take and acquire for the purpose of the expansion of James Madison Park, the fee simple interest in the following described land:

Lot 6, Block 260 of the Original Plat, City of Madison, Dane County, Wisconsin.

Together with and subject to a right of way agreement between A. H. Kayser, dated November 12, 1917 as described in Volume 45 of Miscellaneous, Page 173 and recorded in the Dane County Register of Deeds Office.

Dated this 29th day of October, 1969.

CITY OF MADISON

BY Robert T Semrad
ROBERT T. SEMRAD
Principal Assistant City Attorney

1260568

Lis Pendens

SR
10/25/70

M ✓
G ✓

RECORDED
INDEXED
10 25 1970
9

Ch. T.

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

CARNETTA ^{/E.} GUTZMAN,

Condemnee,

vs.

LIS PENDENS

CITY OF MADISON,

Condemnor.

130113

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 18 day of March, 1970 and the purpose of said proceeding is to take and acquire for the purpose of the expansion of James Madison Park, the fee simple interest in the following described land:

All of Lot 3, Block 260, Original Plat of the City of Madison, Dane County, Wisconsin.

Dated this 18 day of March, 1970.

CITY OF MADISON

BY: Robert T Semrad
 ROBERT T. SEMRAD
 Principal Assistant City Attorney

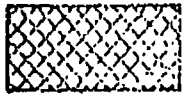
CAUTION!!
 Doc # on
 back side

DANE 60568 MAR 18 70

2.000 AM

PROPERTY TO BE ACQUIRED FOR PARK PURPOSES

JAMES MADISON PARK PARCELS 10+11

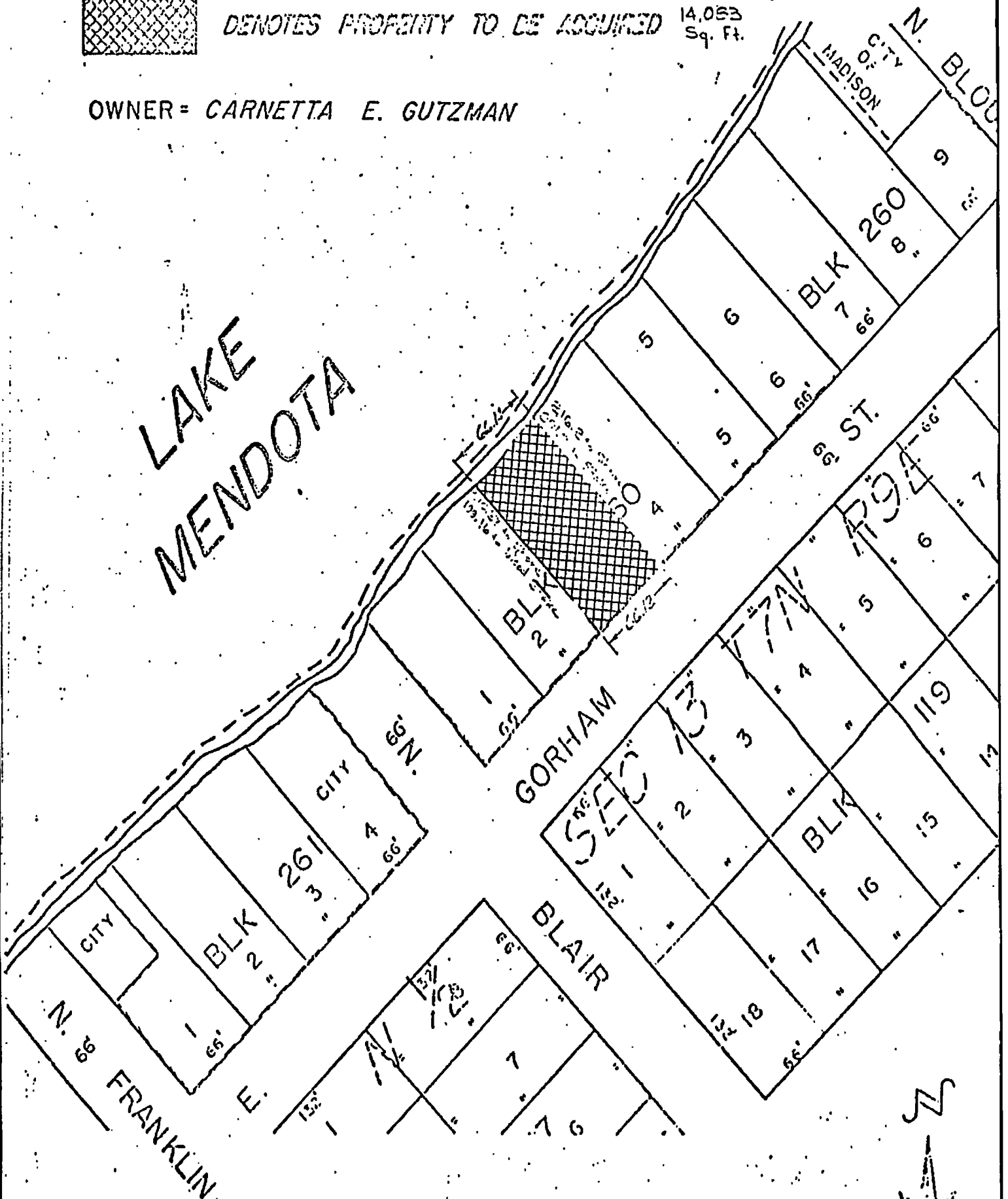


DENOTES PROPERTY TO BE ACQUIRED

14,053
Sq. Ft.

OWNER = CARNETTA E. GUTZMAN

LAKE
MENDOTA



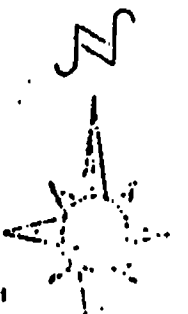
CITY OF MADISON ENGINEERING DEPT.

PARCEL NO.

DATE 7-15-68

SCALE

1" = 100'



AK
COMPARE

1265938

JK
INDEXED

Lis Pendens

M ✓
S ✓

1
C
H

OFFICE OF REGISTER OF DEEDS
DANE COUNTY, WISCONSIN
FILED
JUN 12 1970
AT 2:30 O'CLOCK
HAROLD R. HILL

city atty
200

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

THOMAS E. SPENCE and MARIE
FESS SPENCE, Husband and Wife,

Condemnees,

130431

vs.

LIS PENDENS

CITY OF MADISON, A
Municipal Corporation,

Condemnor.

NOTICE IS HEREBY GIVEN that the above entitled proceeding has been commenced and is now pending in the Circuit Court for Dane County upon the written and verified petition of the Condemnor, filed in said Court on the 12th day of June, 1970 and the purpose of said proceeding is to take and acquire for the expansion of James Madison Park, fee simple interest in the following described land:

The Northeast 29 feet of Lot 8 and the Southwest 12 feet of Lot 9, Block 260, Original Plat, City of Madison, Dane County, Wisconsin.

Dated this 12th day of June, 1970.

CITY OF MADISON

BY: Robert T Semrad
ROBERT T. SEMRAD
Principal Assistant City Attorney

DATE 6 5 9 3 8 JUN 12 70

2.00 AM



PROPERTY TO BE ACQUIRED FOR PARK PURPOSES

JAMES MADISON PARK

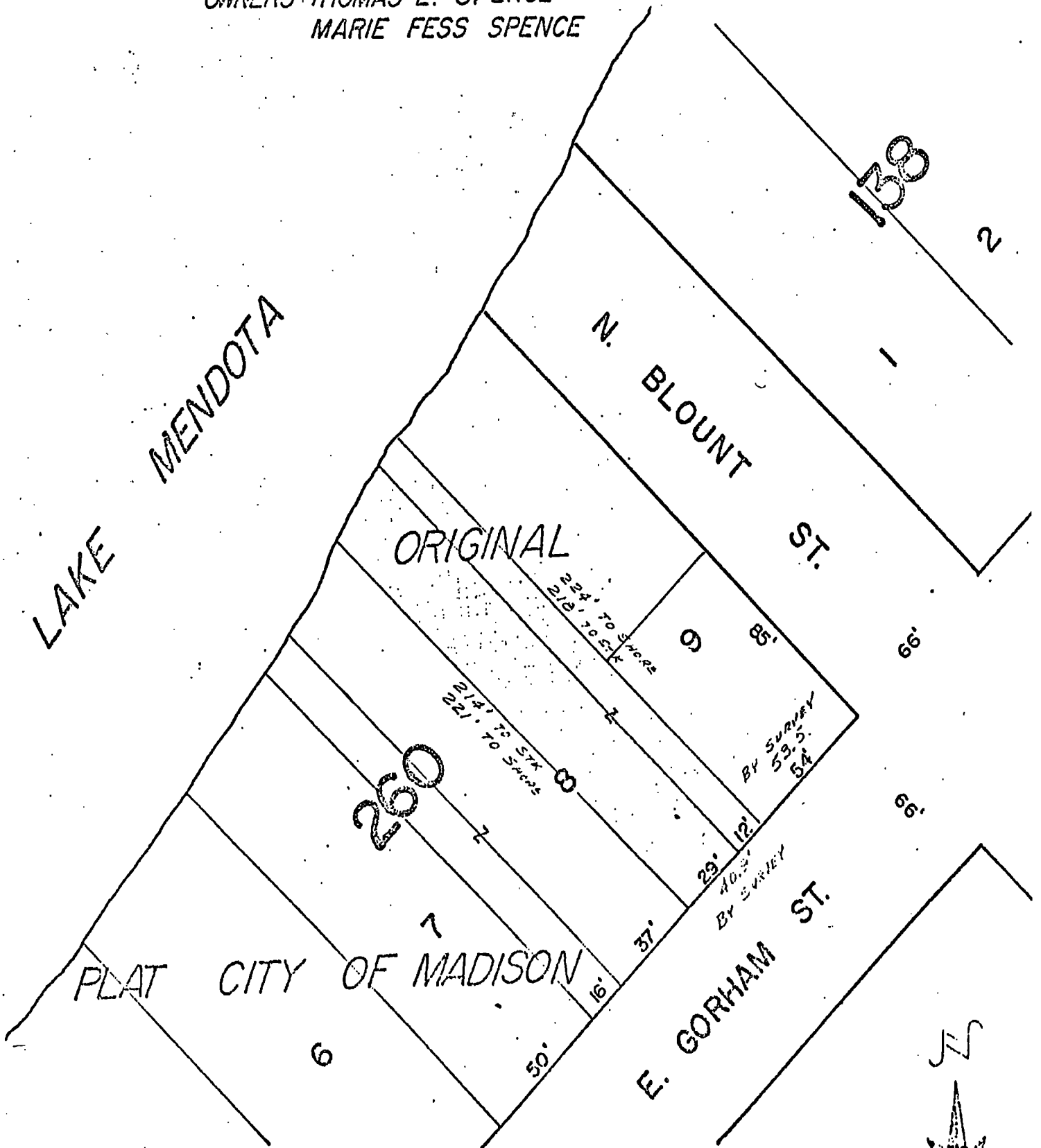
3 4/6 220



DENOTES PROPERTY TO BE ACQUIRED

9,100 SQ. FT.

OWNERS: THOMAS E. SPENCE
MARIE FESS SPENCE



CITY OF MADISON ENGINEERING DEPT.

SCALE

PARCEL NO

DATE 4/27/66

1" = 50'



DOCUMENT NO.

1454185

STATE BAR OF WISCONSIN—FORM 2
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

Office of Register of Deeds }
Dane County, Wisconsin }^{ss}

BY THIS DEED, Jeanette Reese

Received for Record Dec. 30...
1975... at 3:30 o'clock... P.M.

Grantor conveys and warrants to City of Madison a municipal corporation of Dane County, Wisconsin

and recorded in vol. 641...
of Records on page 419.
Harold K. Gild
Register

for a valuable consideration FIFTY (\$50,000.00) THOUSAND DOLLARS

the following described real estate in Dane County, State of Wisconsin:

RETURN TO
Real Estate
Room 409
City-County Building

The Northeast 1/2 of Lot Five (5) and the Northeast 10 feet of the Southwest 1/2 of Lot Five (5), Block two hundred sixty (260), in the City of Madison, together with and subject to a right of way agreement recorded November 19, 1917 in Volume 45 of Miscellaneous, Page 173, as document number 367021 and as further amended by agreement recorded June 28, 1960 in Volume 350 of Miscellaneous, Page 141, as document number 1004905 in the Dane County Register of Deeds Office.

Parcel No. _____
This is Not homestead property.

Executed at Madison, Wisconsin

this 30th day of December, 1975.

SIGNED AND SEALED IN PRESENCE OF

Milt Lefco
Milt Lefco

Jeanette Reese (SEAL)
Jeanette Reese

(SEAL)

Signatures of _____

authenticated this _____ day of _____, 19____.

STATE OF WISCONSIN,

Dane County, }^{ss}

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz. _____

Personally came before me, this 30th day of December, A.D. 1975
the above named Jeanette Reese

*to me known to be the person.....who executed the foregoing instrument and acknowledged the same.

....., President and..... Secretary,
of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

M.N. Gawlik
M.N. Gawlik
Notary Public Dane County, Wis.

This instrument drafted by
Real Estate Division
City of Madison
*Delete as required

#2
EXEMPT

My Commission (Expires) Feb - 20, 1977

Furnished by: **PREFERRED TITLE SERVICE CO.**
25 WEST MAIN STREET
MADISON, WISCONSIN 53703



ABSTRACTS • TITLE INSURANCE • ESCROWS

Names of persons signing in any capacity should be typed or printed below their signatures.

DOCUMENT NO.

1763193

VOL 4096 PAGE 20

STATE BAR OF WISCONSIN - FORM 3
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
DANE COUNTY, WIS. \$8
RECORDED ON

Dec 29 1 11 PM '82

VOL. 4096 PAGE 20
CAROL R. MAHNKE
REGISTER OF DEEDS

BY THIS DEED, City of Madison, a Wisconsin Municipal Corporation as recorded owner of the property held in trust for Madison Metropolitan School District Grantor
quit-claims to the City of Madison, a Wisconsin Municipal Corporation

Grantee _____, for a valuable consideration _____

the following described real estate in Dane County, State of Wisconsin:

Lots 2, 3, 4, 5, 6 and 7, Block 138, Original Plat, City of Madison, Dane County, Wisconsin.

The purpose of this deed is to clear record title to the within described property by conveying any and all interests of the Madison Metropolitan School District (as successor in interest to the Board of Education of the City of Madison referred in the following deeds recorded in the office of the Dane County Register of Deeds: Warranty deed recorded January 11, 1867, in Volume 74 of Deeds, page 116; warranty deed recorded January 11, 1867, in Volume 74 of Deeds, page 117; warranty deed recorded May 3, 1867, in Volume 76 of Deeds, page 190; warranty deed recorded April 18, 1914 in Volume 243 of Deeds, page 251, document number 335798; warranty deed recorded July 31, 1934, in Volume 364 of Deeds, page 596, document number 559405; warranty deed recorded July 3, 1928, in Volume 332 of Deeds, page 150, document number 491268.

The property herein described has been designated and utilized by the City of Madison Park Department as a municipal park since 1963.

The undersigned Madison Metropolitan School District hereby authorizes the City of Madison this 20th day of December, 1982, to execute this deed and convey the above described.

Executed at Madison, Wisconsin this 20th day of December, 1982.

MADISON METROPOLITAN SCHOOL DISTRICT

SIGNED AND SEALED IN PRESENCE OF

Kwame S. Salter (SEAL)
President

Kwame S. Salter

Anne S. Arnesen (SEAL)
Clerk

Anne S. Arnesen

_____ (SEAL)

_____ (SEAL)

Signatures of Kwame S. Salter and Anne S. Arnesen

authenticated this 20th day of December, 1982.

Clarence L. Sherrod

Clarence L. Sherrod, Attorney at Law

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 vis. _____

STATE OF WISCONSIN

County. } ss.

Personally came before me, this _____ day of _____, 19____,
the above named _____

to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by
Project Development Unit
City of Madison

Notary Public _____ County, Wis.

The use of witnesses is optional.

My Commission (Expires) (Is) _____

Names of persons signing in any capacity should
be typed or printed below their signatures.

FURNISHED BY



6.10 due

Pursuant to the authorization of the Madison Metropolitan School District granted above the City of Madison as record owner of the property held in trust for Madison Metropolitan School District pursuant to Section 120.49 (4) Wisconsin Statutes hereby executes the Warranty Deed conveying the property herein described this 29th day of December, 1982.

City of Madison, as the recorded owner of the property held in trust for Madison Metropolitan School District (Seller).

1003707

Joel Skornicka
Joel Skornicka, Mayor

Witness

Eldon L. Hoel
Eldon L. Hoel, City Clerk

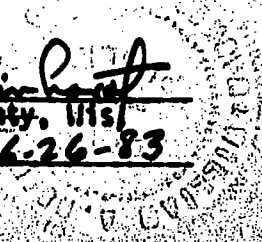
Witness

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY

Personally came before me this 29th day of December, 1982, the above named Joel Skornicka, Mayor and Eldon L. Hoel, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

William A. Reinhardt
Notary Public, Dane County, Wis.
My Commission: expires 6-26-83



FIRST WISCONSIN NATIONAL BANK OF MADISON,

 MABEL J. ZIEGELMAN, as Personal Representative of the estate of
 MABEL J. ZIEGELMAN, Deceased

 ("Decedent"),
 for a valuable consideration conveys, without warranty, to CITY OF
 MADISON

 Grantee,
 the following described real estate in Dane County,
 State of Wisconsin (hereinafter called the "Property"):

RECORDER'S OFFICE
 DANE COUNTY, WI.
 JANE LIGHT
 REGISTER OF DEEDS
 RECORDED ON

AUG 6 11 04 AM '92

VOL 19698 PAGE 5

2379293

RETURN TO CEO Unit
 P.O. Box 2983
 Madison, WI 53701-2983

Tax Parcel No: 60-6709-133-122-2

The Southwest 37 feet of Lot Eight (8) and the Northeast 16 feet of Lot Seven (7), Block Two Hundred Sixty (260), Madison, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin.

Should the grantee receive funding from the Department of Natural Resources (DNR) for the acquisition of the property conveyed in this deed, then by the acceptance of this deed, the grantee, for itself and its successors and assigns, hereby covenants and agrees not to see, lease, assign or mortgage the premises herein described without the prior written approval of the Secretary of the Department of Natural Resources, their designee or any successor. Nothing contained in this paragraph shall be construed to create any obligation or liability on the grantor of this deed.

TRANSFER
 \$ 930.00 N
 FEE PAID

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 31st day of July, 1992

FIRST WISCONSIN NATIONAL BANK OF MADISON
 By: Lori J. Degner (SEAL)
 Lori J. Degner
 * Asst. Vice President and Trust Officer
 Personal Representative

FIRST WISCONSIN NATIONAL BANK OF MADISON
 By: Darrell W. Behnke (SEAL)
 Darrell W. Behnke
 * Trust Officer
 Personal Representative

AUTHENTICATION

Signature(s)

 authenticated this day of, 19.....
 *

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, authorized by § 708.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
 Attorney John C. Frank
 Madison, WI
 (Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 DANE County. } ss.
 Personally came before me this 31st day of July, 1992 the above named LORI J. DEGNER, Asst. Vice President and Trust Officer, and DARRELL W. BEHNKE, Trust Officer

to me known to be the person S. who executed the foregoing instrument and acknowledge the same.
Marta G. O'Brien
 * Marta G. O'Brien
 Notary Public DANE County, Wis.
 My Commission is permanent (If not, state expiration date), 19.....)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2 - 1988

RECORDER'S OFFICE
DANE COUNTY, WI.
JANE LIGHT
REGISTER OF DEEDS
RECORDED ON

SEP 8 1 41 PM '92

2389055

VOL 20037 PAGE 27

RETURN TO CED UNIT
215 Martin Luther Dr
Madison WI, 53701
Re: Joe Stepnik

Tax Parcel No: 60-0709-133-1221-4

John M. Worden, a single man
conveys and warrants to City of Madison
the following described real estate in Dane County,
State of Wisconsin:

The Southwest 50 feet of Lot Seven (7), Block Two Hundred Sixty (260), in the
City of Madison, Dane County, Wisconsin, according to the Pritchette Plat
thereof, as now assessed, and more fully described as follows: Beginning on
the Southeast line of said Block 260, 148 feet Southwest of the East corner
thereof; thence Southwest along said Southeast line 50 feet; thence Northwest
to Lake Mendota; thence Northeasterly along Lake Mendota to a point Northwest
of the point of beginning; thence Southeast to the point of beginning.

Should the grantee receive funding from the Department of Natural Resources (DNR)
for the acquisition of the property conveyed in this deed, then by the acceptance
of this deed, the grantee, for itself and its successors and assigns, hereby
covenants and agrees not to sell, lease, assign or mortgage the premises herein
described without the prior written approval of the Secretary of the Department
of Natural Resources their designee or any successor.

TRANSFER
\$ 777.00
FEE PAID

This is homestead property.
(is) (is not)

Exception to warranties: Municipal and zoning ordinances, recorded easements for public
utilities located adjacent to side and rear lot lines, recorded building and use
restrictions and covenants, general taxes levied in 1992.

Dated this 2nd day of September, 19.92

(SEAL) John M. Worden (SEAL)
John M. Worden
(SEAL) (SEAL)

AUTHENTICATION

Signature(s)
authenticated this day of, 19.
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
Dane County.
Personally came before me this 2nd day of
September, 19.92 the above named
John M. Worden

THIS INSTRUMENT WAS DRAFTED BY
Attorney Warren E. Kuehling
(Signatures may be authenticated or acknowledged. Both
are not necessary.)

to me known to be the person who executed the
foregoing instrument and acknowledge the same.
Warren E. Kuehling
WARREN E. KUEHLING
Notary Public Dane County, Wis.
My Commission is permanent. (If not, state expiration
date: 19.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

14-

Doc. No.
DILHR USE

Rental Unit Energy Efficiency Standards

This Instrument Was Drafted By:
Wisconsin Department of Industry,
Labor & Human Relations
Safety & Buildings Division
Rental Weatherization Program
P.O. Box 7969, Madison, WI 53707
(608) 266-0671

Waiver

TYPE OR PRINT USING BLACK INK

| | | | | | |
|---|--|---|---|-------------------------------------|--|
| Seller's Name(s): JOHN M. WORBEN | | Rental Building Location - Street Address: 640 E. GORHAM STREET | | Recording Information (Leave Blank) | |
| Street Address: 916 Jefferson Apt # C | | City: MADISON | County: DANE | VOL 20037 PAGE 28 | |
| City: KERRVILLE, TX 78028 | | State & Zip Code: (512) 896-3489 | | | |
| Seller's Telephone Number (include area code): | | Number of Rental Buildings on Property: 1 | Total Number of Rental Units: 1 | | |
| Legal Description of Rental Unit Property (may attach separate sheet): Attached | | | | | |

Section 101.122, Wisconsin Statutes, requires that a Certificate of Compliance, Stipulation or Waiver authorized (affixing stamp) by the Department of Industry, Labor and Human Relations (DILHR) must accompany the documents of transfer for residential rental building ownership changes. This process is defined in Chapter ILHR 67, Wisconsin Adm. Code. Receipt of a Certificate indicates conformance with ILHR 67.05. In lieu of the Certificate, the purchaser may accept responsibility for program compliance with either a Stipulation under ILHR 67.08(3), or a Waiver under ILHR 67.08(2).

Waiver: The seller of the residential rental building may present to the Register of Deeds this Waiver signed by the purchaser and validated (See Instructions below), stating that the new residential rental building owner will demolish the building no later than two years after the date of transfer. The date of transfer is the date this Waiver is validated below by an agency official, unless documentation of another date is provided to DILHR.

Instructions: To receive a Waiver, the seller of the residential rental building must provide the seller and purchaser information requested above, as well as have the purchaser sign the applicable signature/address block below. The Waiver must then be submitted to DILHR, an Authorized Municipality, or a DILHR Agent for validation (Contact DILHR for a list of Agents and Authorized Municipalities). If your local municipality is not authorized or a DILHR Agent is not in your area, the Waiver and \$50.00 nonrefundable filing fee (do not send cash) should be sent to: DILHR, Rental Weatherization Program, P.O. Box 7971, Madison, WI 53707. Make sure the check is made payable to DILHR or your municipality, whichever is applicable, and that it accompanies this Waiver application. The DILHR validated Waiver Agreement will be returned to the purchaser unless another party is designated in writing.

| | | |
|--|-------------------------|------|
| This document is valid only if no previous Stipulation or Waiver is currently on file for this property. | WAIVER AGREEMENT | (WW) |
|--|-------------------------|------|

In lieu of meeting the Rental Unit Energy Efficiency Certificate requirements, I (we) agree to notify the Department of Industry, Labor and Human Relations (DILHR) of the above described rental unit's demolition. Demolition shall occur within two years of the effective date of transfer. Upon demolition I (we) shall notify DILHR, at the above address, of the date the building was demolished. This action is required in specific accordance with ILHR 67.08(2), ILHR 67.13(3) and Wisconsin Statutes 101.122.

| | | | | |
|--|--|--|--|--|
| Print Purchaser's Name(s): CITY OF MADISON | | Purchaser's Signature(s): <i>Joseph J. Stepienik</i> | | Date Signed: 9-4-92 |
| Purchaser's Street Address: 215 Martin Luther King Blvd | | Purchaser's City, State & Zip Code: MADISON, WI 53701 | | Purchaser's Telephone Number (include area code): (608) 266-4222 |
| Validated By: <input type="checkbox"/> DILHR Agent <input checked="" type="checkbox"/> DILHR <input type="checkbox"/> Authorized Municipality | Date Validated: 9-4-92 | Expiration Date (add two (2) years to Date Validated): 9-4-94 | | [Stamp Area] |
| Auth. or Tax Rev. #: 2044 | Official's Signature: <i>Diane Magill</i> | Enter DILHR Transfer Authorization Number from Stamp Here: W-01617 | | |
| Print Official's Name: DIANE MAGILL | Office of: | | | |

TRANSFER OF WAIVER

If the above described residential rental building(s) is transferred within two years of the validation date of this Waiver and before the residential rental building has been demolished in compliance with ILHR 67, the new purchaser must sign below and forward a copy of this document to DILHR. By signing below, the new purchaser accepts the compliance responsibility to this Waiver, thus requiring the above described rental building's demolition before the expiration date given above.

| | | | | |
|---------------------------------|--|-------------------------------|--|---------------------------------------|
| Print New Purchaser's Name(s): | | New Purchaser's Signature(s): | | Date Signed: |
| New Purchaser's Street Address: | | City, State & Zip Code: | | Telephone Number (include area code): |

The Southwest 50 feet of Lot Seven (7), Block Two Hundred Sixty (260), in the City of Madison, Dane County, Wisconsin, according to the Pritchette Plat thereof; as now assessed, and more fully described as follows: Beginning on the Southeast line of said Block 260, 148 feet Southwest of the East corner thereof; thence Southwest along said Southeast line 50 feet; thence Northwest to Lake Mendota; thence Northeasterly along Lake Mendota to a point Northwest of the point of beginning; thence Southeast to the point of beginning.

Tax Parcel No.: 60-0709-133-1221-4

Room 106
G E F I

DANE COUNTY
REGISTER OF DEEDS

Doc No 2695637

1995-08-10 01:02 PM
Trans. Fee 408.00
Rec. Fee 12.00
Pages 2

V30534P 19

RETURN TO
City of Madison
CEO Unit
PO Box 2983
MADISON, WI 53701

Tax Parcel No: 60-0709-133-
1218-1

Ann E. Hoover, an unmarried person,

conveys and warrants to the City of Madison,
a Wisconsin municipal corporation,

the following described real estate in Dane County,
State of Wisconsin:

The Southeast 94 feet of the Northeast 7 feet of Lot Four (4), Block Two Hundred Sixty (260), and the Southeast 94 feet of the Southwest 23 feet of Lot Five (5), Block Two Hundred Sixty (260), MADISON, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin.

By the acceptance of this deed, the sponsor, for itself and its successors and assigns, hereby covenants and agrees not to sell, lease, assign or mortgage the premises herein described without prior written approval of the Secretary of the Department of Natural Resources, his designee or any successor.

This is homestead property.
(is) (is not)

Exception to warranties: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.
Dated this 4 day of August, 1995.

Ann E. Hoover (SEAL) (SEAL)
Ann E. Hoover
..... (SEAL) (SEAL)

AUTHENTICATION

Signature(s) of Ann E. Hoover

authenticated this 4th day of August, 1995

Carl J. Rasmussen
* Carl J. Rasmussen
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Carl J. Rasmussen
Boardman, Suhr, Curry & Field
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County, } ss.

Personally came before me this day of
19 the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: 19)

*Names of persons signing in any capacity should be typed or printed below their signatures.

Doc. No.
 DILHR USE

Rental Unit Energy Efficiency Standards

This Instrument Was Drafted By:
 Wisconsin Department of Industry,
 Labor & Human Relations
 Safety & Buildings Division
 Rental Weatherization Program
 P.O. Box 7969, Madison, WI 53707
 (608) 266-0671

Waiver

TYPE OR PRINT USING BLACK INK

| | | | | | |
|---|----------------------------------|---|--|---|--|
| Seller's Name(s): ANN E. HOOVER | | Rental Building Location - Street Address: 628 E. GORHAM ST | | Recording Information (Leave Blank) | |
| Street Address: 628 E. GORHAM ST | | City: MADISON | County: DANE | | |
| City: MADISON | State & Zip Code 53703 | Number of Rental Buildings on Property 1 | Number of Rental Units on Property 1 | | |
| Seller's Telephone Number (indicate area code): | | | | | |
| Legal Description of Rental Unit Property (may attach a separate sheet): See Attached Subplot | | | | 30534P 20 | |
| The SE 94 feet of the NE 7 feet of Lot 4, Block 260, and the SE 94 feet of the SW 23 feet of Lot 5, Block 260, MADISON, Dane County, Wisconsin. | | | | Return To: City of Madison GED Unit 53701 PO Box 2983; Madison, WI | |

Purpose: Section 101.122, (4) and (6) Wis. Stats., requires that a properly authorized Certificate of Compliance, Stipulation or Waiver accompany the transfer documents at the time of recordation. This process is defined in Chapter ILHR 67, Wisconsin Adm. Code. Receipt of a Certificate indicates conformance with ILHR 67.05. In lieu of the Certificate, the purchaser may accept responsibility for program compliance with either a Stipulation under ILHR 67.08(3), or a Waiver under ILHR 67.08(2).

Waiver: The seller of the residential rental building may present to the Register of Deeds this Waiver signed by the purchaser and validated (See Instructions below), stating that the new residential rental building owner will demolish the building no later than two years after the date of transfer. The date of transfer is the date this Waiver is validated below by an agency official, unless documentation of another date is provided to DILHR.

Instructions: To receive a Waiver, the seller of the residential rental building must provide the seller and purchaser information requested above, as well as have the purchaser sign the applicable signature/address block below. The Waiver must then be submitted to DILHR, or a DILHR Agent for validation (Contact DILHR for a list of Agents). If there is not an authorized DILHR Agent in your area, the Waiver and \$50.00 nonrefundable filing fee (do not send cash) should be sent to DILHR, Rental Weatherization Program, P.O. Box 7969, Madison, WI 53707. Make sure the check is made payable to DILHR, and that it accompanies this Waiver application. The DILHR validated Waiver Agreement will be returned to the purchaser unless another party is designated in writing.

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.

WAIVER AGREEMENT

(WW)

In lieu of meeting the Rental Unit Energy Efficiency Certificate requirements, I (we) agree to notify the Department of Industry, Labor and Human Relations (DILHR) of the above described rental unit's demolition. Demolition shall occur within two years of the effective date of transfer. Upon demolition I (we) shall notify DILHR, at the above address, of the date the building was demolished. This action is required in specific accordance with ILHR 67.08(2), ILHR 67.13(3) and Wisconsin Statutes 101.122

| | | | | | |
|---|--|--|--|--|--|
| Print Purchaser's Name(s): CITY OF MADISON STEPNIK | | Purchaser's Signature(s): <i>[Signature]</i> | | Date Signed: 8-3-95 | |
| Purchaser's Street Address: 1215 Martin Luther Blvd | | Purchaser's City, State & Zip Code: Madison, WI 53701 | | Purchaser's Telephone Number (include area code): (608) 267-8723 | |
| Validated By: <input checked="" type="checkbox"/> DILHR <input type="checkbox"/> DILHR Agent <input type="checkbox"/> Authorized Municipality 1044 | | Date Validated: 8-3-95 | | Expiration Date (add two (2) years to Date Validated): 8-3-97 | |
| Print Official's Name: DIANE MAGILL | | Official's Signature Number from Stamp: <i>[Signature]</i> | | Enter DILHR Transfer Authorization: W-02274 | |
| Municipality/County Name: | | Office of: | | | |

TRANSFER OF WAIVER

If the above described residential rental building(s) is transferred within two years of the validation date of this Waiver and before the residential rental has been demolished in compliance with ILHR 67, the new purchaser must sign below and forward a copy of this document to DILHR. By signing below, the new purchaser accepts the compliance responsibility to this Waiver, thus requiring the above described rental building's demolition before the expiration date given above.

| | | | | | |
|---------------------------------|--|-------------------------------|--|---------------------------------------|--|
| Print New Purchaser's Name(s): | | New Purchaser's Signature(s): | | Date Signed: | |
| New Purchaser's Street Address: | | City, State & Zip Code: | | Telephone Number (include area code): | |

SBD-7116 (R. 08/93)



Copy distribution: White - For Recordation, Yellow - DILHR; Green - Municipality/Inspector, Pink - Seller(s)

LEASEHOLD
MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made as of April 1, 1985, by LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Mortgagor"), to FIRST INTERSTATE BANK OF WISCONSIN, SHEBOYGAN, WISCONSIN, a Wisconsin banking corporation (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor has entered into a certain Reimbursement Agreement dated as of April 1, 1985, with Mortgagee (the "Reimbursement Agreement"), whereunder the Mortgagee has agreed, at the request of Mortgagor, to issue an irrevocable letter of credit in the amount of up to \$1,484,904.22 (the "Letter of Credit") to assist Mortgagor in obtaining financing of certain construction and improvements undertaken by Mortgagor with respect to the Premises (as defined herein) and Mortgagor has agreed to pay Bank the amount of any draft drawn under the Letter of Credit as well as certain other payments described therein; and

NOW, THEREFORE, to secure the payment to Bank of all amounts due or to become due to Bank from Mortgagor pursuant to the Reimbursement Agreement (and all replacements, renewals and extensions thereof, in whole or in part) and any sums advanced by Bank hereunder, plus interest and charges and costs and expenses of collection or enforcement (collectively sometimes referred to herein as "Indebtedness Hereby Secured"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage or the Reimbursement Agreement of even date herewith between Mortgagee and Mortgagor; and to secure performance by Mortgagor under the "Bank Security Documents," as that term is defined in the Reimbursement Agreement; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the Land (as more particularly described in Exhibit A attached hereto to the extent of Mortgagor's leasehold estate) together with the following described property, rights and interests, all of which are hereby pledged primarily and on a parity with the Land and not secondarily (and are, together with the Land (including rights now owned or hereafter acquired), referred to herein as the "Premises"):

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned or leased by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way

4800

belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor so long as no Default (as defined hereinafter) has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Improvements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 15 hereof; and

TOGETHER WITH all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the same may

not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as herein-after defined subject however, to the rights of the lessor under the Senior Lease described below and to the rights of the Community Development Authority of the City of Madison, Wisconsin, and its assignee, M&I Marshall & Ilsley Bank, Milwaukee, Wisconsin under the Mortgage dated as of April 1, 1985, from the Mortgagor to such Community Development Authority of the City of Madison (the "Bond Mortgage"); the Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

THIS MORTGAGE IS LEASEHOLD MORTGAGE WITH RESPECT TO THE ENTIRE INTEREST OF MORTGAGOR (AS LESSEE IN THAT CERTAIN LEASE BETWEEN MORTGAGOR AND THE CITY OF MADISON, WISCONSIN, A COPY OF WHICH IS RECORDED IN VOLUME 6613, PAGE 22, as document #1872437, DANE COUNTY, WISCONSIN ("Senior Lease"), together with a right-of-way agreement recorded on March 22, 1985, in Volume 6613 of Certified Surveys, p. 38, document #1872438.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Reimbursement Agreement provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants.
Mortgagor shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Reimbursement Agreement and this Mortgage.

2. Maintenance, Repair, Compliance with Law, Use, Etc.
Mortgagor shall (a) subject to section 8(c) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed whether or not proceeds of insurance are sufficient for that purpose; (b) keep the Premises in good condition and repair, free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any building or buildings or other Improvements now or at any time in the process of erection on the Premises; (e) comply with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof; (g) comply with all covenants and requirements of the Senior Lease and not suffer or permit any default under the terms thereof; (h) comply with any restrictions and covenants of record with respect to the Premises and the use thereof; and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (i) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) alterations of the Premises except (x) pursuant to the Plans and Specifications, as defined in the Reimbursement Agreement, (y) as required by law or ordinance or (z) as permitted or required to

be made by the terms of any Leases approved by Mortgagee; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed, as provided in the Reimbursement Agreement, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee.

3. Liens.

A. Prohibition. Subject to the provisions of Paragraphs 4 and 15 hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises (other than the Senior Lease and the Bond Mortgage), whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagee, and any other lien or encumbrance permitted by the terms of the Reimbursement Agreement.

B. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against Mechanic's Liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the filing of such Mechanic's Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Mechanic's Lien or to cause such other party to contest such Mechanic's Lien; and (iii) that Mortgagor shall have obtained a title insurance endorsement over such Mechanic's Liens insuring Mortgagee against loss or damage by reason of the existence of such Mechanic's Liens or Mortgagor shall have deposited or caused to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Mechanic's Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits shall be held in a money market savings account of Mortgagee. In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the Mechanic's Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount on deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such Mechanic's Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Mechanic's Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. In the event the contest of the Mechanic's Lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in

full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any overplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided Mortgagor is not then in default hereunder.

4. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes on the Premises, other than matters expressly permitted by the terms of the Reimbursement Agreement.

B. Contest. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that:

(a) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same; and

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same or to cause the same to be contested before any Tax has been increased by any interest, penalties, or costs.

In the event Mortgagor fails to prosecute such contest with reasonable diligence, Mortgagee may, at its option, pay such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon, and Mortgagor shall forthwith, upon demand, pay Mortgagee a sum that is sufficient to make such payment in full.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or becomes due in respect of the Reimbursement Agreement, the Letter of Credit or the recording of this Mortgage (or with respect to any other Bank Security Document), Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

6. Insurance Coverage. Mortgagor will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) An original policy of "all risk" builder's risk insurance on a non-reporting, completed value basis, insuring the Improvements against all hazards, including, without limitation, collapse, in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements without deductions for depreciation, and containing a mortgagee loss payable clause satisfactory to Mortgagee; said insurance coverage to be kept in full force and effect at all times until the completion of construction;

(b) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

(c) Comprehensive public liability against death, bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000);

(d) Rental or business interruption insurance in amounts sufficient to pay, for a period of up to one year, all amounts required to be paid by Mortgagor pursuant to the Reimbursement Agreement (or with respect to any other Bank Security Document);

(e) If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

(f) Worker's compensation insurance and other types and amounts of coverage as are customarily maintained by owners of like properties.

Mortgagee may, at any time and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

7. Insurance Policies. All Insurance Policies shall be in form and amounts (with companies) satisfactory to Mortgagee. All Insurance Policies insuring against casualty, rent loss and business interruption and other appropriate policies shall include noncontributing mortgagee endorsements in favor of and with loss payable to Mortgagee, as well as standard waiver of subrogation endorsements, shall provide that the coverage shall not be terminated or modified without thirty (30) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all certificates of Insurance premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement certificates not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor

concurrent in form or contributing in the event of loss with the Insurance Policies.

8. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises:

(a) In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagee from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by an Insurance Policy to Mortgagee alone, and not to Mortgagor and Mortgagee jointly.

(b) Subject to any express limitation in the Senior Lease, Mortgagee may elect to apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured; if such proceeds do not discharge that indebtedness in full, the entire Indebtedness Hereby Secured shall become immediately due and payable with interest thereon at the Default Rate as specified in the Reimbursement Agreement ("Default Rate").

(c) If the insurance proceeds are made available to Mortgagor, Mortgagor hereby covenants to restore, repair, replace or rebuild the Improvements, to be of at least equal value, and of substantially the same character as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding.

9. Disbursement of Insurance Proceeds. If restoration is allowed by Mortgagee with insurance proceeds, insurance proceeds held by Mortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding, (ii) funds sufficient in addition to the proceeds of insurance, to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may require and approve. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, except as may otherwise be expressly provided in the Reimbursement Agreement; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire

unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall be paid to Mortgagor. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee.

10. Condemnation and Eminent Domain. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority or entity for the taking, by condemnation or eminent domain, of all or any part of the Premises including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized, to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Improvements or more than twenty percent (20%) of the Land is taken by condemnation or eminent domain, either temporarily or permanently, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, Mortgagee in its discretion may allow the Award to be applied to reimburse Mortgagor for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures which must be submitted to and approved by Mortgagee, and such Award shall be disbursed in the same manner as is hereinabove provided for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness Hereby Secured, in such order or manner as Mortgagee shall elect.

11. Assignment of Rents, Leases and Profits. To further secure the Indebtedness Hereby Secured, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent in its name and stead (with or without taking possession of the Premises as provided in Paragraph 18 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter

become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 18 hereof. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one (1) month in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises except as permitted by a Related Agreement as defined in the Reimbursement Agreement. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 18 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a Default shall exist under this Mortgage. In the event Mortgagee requires that Mortgagor execute and record a separate collateral assignment of leases, rents and profits ("Assignment") or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

12. Performance Under Leases. Mortgagor expressly covenants and agrees that if Mortgagor, as lessor under any of the Leases transferred, sold or assigned to Mortgagee, shall fail to perform and fulfill any term, covenant, condition or provision in said Lease, on its part to be performed or fulfilled at the times and in the manner in said Lease provided; or if Mortgagor shall cancel, terminate, amend, modify or void any of the Leases, except in the ordinary course of business, without Mortgagee's prior written consent; or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness Hereby Secured and such default shall continue for thirty (30) days; then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagor, the Indebtedness Secured Hereby shall become due and payable as in the case of other defaults.

13. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by

Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purpose shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the total maximum amount which could be drawn under the Letter of Credit, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

14. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Wisconsin Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Mortgage or the Reimbursement Agreement and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code) (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges, or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the Reimbursement Agreement.

(b) The Collateral is to be used by Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Land, and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of

Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted by the Reimbursement Agreement.

(e) No financing statement (other than financing statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by the Reimbursement Agreement) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and liens and encumbrances (if any) expressly permitted by the Reimbursement Agreement; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least twenty (20) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds

realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(g) The terms and provisions contained in this Paragraph 14 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for record with the Register of Deeds of the County or Counties where the Premises are located. Mortgagor is the record leasehold owner of the Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between Mortgagor as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder, including without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards or claims for money and other sums of money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

(j) This is a "construction mortgage" within the meaning of 9-313 of the Code.

15. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer";

- (a) the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;
- (b) any transfer of any interest of Urban Land Interests, Inc., Bradley H. Binkowski, Thomas M. Neujahr or

any partnership having as a general partner Urban Land Interests, Inc., Bradley A. Binkowski and Thomas M. Neujahr;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) sale of limited partnership interests in Mortgagor, provided that Partnership Syndication Proceeds are deposited with Mortgagee as provided in the Reimbursement Agreement.

16. Defaults. If one or more of the following events (herein called "Defaults") shall occur:

(a) If any default be made in the due and punctual payment of monies required under this Mortgage or the Reimbursement Agreement, as and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such default in such document shall have expired;

(b) If any default shall exist under any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured including, but not limited to, the Reimbursement Agreement or any of the Bank Security Documents in each case after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument;

(c) The occurrence of a Prohibited Transfer;

(d) The failure to maintain the Insurance Policies as required hereunder and failure to cure the same within thirty (30) days after notice by Mortgagee;

(e) If any default shall exist under a Senior Lease after applicable grace periods thereunder;

(f) If default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein contained;

(g) If (and for the purpose of this subparagraph 16(g) only, the term Mortgagor shall mean and include not only Mortgagor, but also Urban Land Interests, Inc., Bradley H. Binkowski, Thomas M. Neujahr or any partnership having as a general partner Urban Land Interests, Inc., Bradley A. Binkowski and Thomas M. Neujahr:

(i) Mortgagor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

(ii) Mortgagor shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect such proceedings shall not have been vacated;

(iv) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

(v) The entry of an order for relief with respect to Mortgagor in any bankruptcy proceeding;

(vi) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

(vii) Any order appointing a receiver, trustee or liquidator of Mortgagor or all or a major part of Mortgagor's property or the Premises is not vacated within thirty (30) days following the entry thereof;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Reimbursement Agreement or by law or in equity or any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured.

17. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State of Wisconsin and to exercise any other remedies of Mortgagee provided in this Mortgage, the Reimbursement Agreement, or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Reimbursement Agreement or the Premises, including probate and bankruptcy proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid. Mortgagor agrees in addition to all other rights of Mortgagee hereunder and without waiving or modifying any of its rights, Mortgagee may to the maximum extent permitted by law, foreclose and at its sole option utilize the provisions of §846.103, Wis. Stats., or its successor or any other statute which allows Mortgagee to obtain the Premises by using a shortened redemption period.

18. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor or such owner, or its own name as Mortgagee and under the powers herein granted:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to cure any default of Mortgagor under the terms of the Senior Lease and to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(f) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

19. Receiver. On default, Mortgagee shall be entitled to appointment of a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

20. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 17 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided.

21. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemtor may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redemtor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid premiums thereon.

22. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium

Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisalment of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Reimbursement Agreement.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Mortgagee by this Mortgage is not required to be given.

24. Successors and Assigns.

A. Holder of the Mortgage. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

B. Covenants Run With Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of leasehold estate described on page 3 above or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the leasehold

estate described on page 3 above, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.

25. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Reimbursement Agreement, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

26. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Indebtedness Hereby Secured the payment of any and all loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Mortgagee in connection with the Indebtedness Hereby Secured, all in accordance with the Reimbursement Agreement and this Mortgage; provided, however, that in no event shall the total amount of the Indebtedness Hereby Secured, including loan proceeds disbursed plus any additional charges, exceed \$1,784,904.22.

27. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Mortgagor will assign to Mortgagee, upon request, as further security for the Indebtedness Secured Hereby, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee to any agreement, contract, license or permit or to impose upon Mortgagee any obligations with respect thereto. From time to time, Mortgagor will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the Reimbursement Agreement and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

28. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

29. Option to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the

Office of the Register of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

30. Governing Law. The Reimbursement Agreement, this Mortgage, and all other Bank Security Documents are and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

31. Mortgagee's Selection of Agreement. Mortgagor has executed several Bank Security Documents. It is intent that Mortgagee may apply the terms and conditions of each Bank Security Document separately, and in case of conflict between Bank Security Documents(s) Mortgagee may, in its sole discretion, apply the terms of the Bank Security Document(s) it desires, it being understood that Mortgagee may select the terms which provide it the greatest benefit.

32. Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagee, to permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

33. Financial Statements. If required by Mortgagee, Mortgagor will, within one hundred twenty (120) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all prepared in a manner which fairly and accurately represents the financial condition of Mortgagor. Such financial and operating statements shall be prepared and certified by Mortgagor.

34. Time of the Essence. Time is of the essence of the Reimbursement Agreement, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness Hereby Secured.

35. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

36. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the 72 hours after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Mortgagee:

First Interstate Bank of Wisconsin, Sheboygan,
Wisconsin
Attn: Loan Operations
636 Wisconsin Avenue
Sheboygan, Wisconsin 53082-0171

with a copy to:

VOL 6725 PAGE 83

Quarles & Brady
780 N. Water Street
Milwaukee, Wisconsin 53202
Attn: Stephen E. Richman, Esq.

(b) If to Mortgagor:

Lincoln School Associates Limited Partnership
c/o Urban Land Interests, Inc.
301 North Broom Street
Madison, Wisconsin 53703

with a copy to:

Godfrey & Kahn
780 N. Water Street
Milwaukee, Wisconsin 53202
Attn: Stephen L. Chernof

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

37. Compliance With Bond Documents. Mortgagor has entered into certain agreements, including an Indenture, Project Contract, and Bond Security Documents, as defined in a certain reimbursement agreement dated this same date between Mortgagor and Mortgagee. The Indenture, Project Contract, and Bond Security Documents are in this paragraph hereafter called "Bond Requirement Documents." So long as the Bonds, as defined in the reimbursement agreement, remain outstanding, it shall not be a default for Mortgagor to comply with its obligations under the Bond Requirement Documents or to have made an inconsistent covenant under such Bond Requirement Documents and therefore not comply with inconsistent provisions hereunder, provided, however, that Mortgagor, to the extent not expressly required to undertake any activity of or relating to the use of insurance or condemnation proceeds or repair of the Premises in case of damage, destruction, or a taking, shall in all cases comply with the terms and conditions of this agreement, and where Mortgagor is given any option under such Bond Requirement Documents with respect to use of insurance or condemnation proceeds or the repair or maintenance of the property after damage, destruction, or taking, it shall prior to taking any action advise Mortgagee of the same and in exercising its rights fully comply with its obligations hereunder.

38. Absence of Personal Liability. No partner, either general or limited, of the Mortgagor assumes personal liability or shall be construed as being personally liable for the payment of any sums or amounts due hereunder, or the performance of any obligation or agreement hereunder and all such liability is hereby expressly waived by the Mortgagee. Upon the occurrence of Default, the Bank shall look solely to the Bank Security Documents, the Guaranty, and the Bond Security Documents as defined in the Reimbursement Agreement and other Bond collateral if it is a Bondholder and any other collateral securing this Mortgage for the satisfaction of any amount due hereunder and shall have no recourse hereunder to any other assets of the Mortgagor or any of its partners.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

LINCOLN SCHOOL ASSOCIATES LIMITED
PARTNERSHIP, A Wisconsin Limited
Partnership

By: Urban Land Interests, Inc.,
a Wisconsin corporation,
Its Managing General Partner

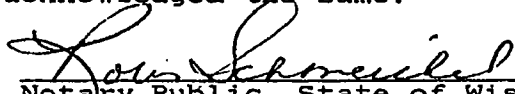
By Thomas M. Vengle
President

Attest [Signature]
Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 23 day of April, 1985, the above-named Thomas M. Neuyahr and Bradley A. Binkowski, the president and secretary, respectively, of Urban Land Interests, Inc., the managing general partner of Lincoln School Associates Limited Partnership, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
County of Dane

My commission: 11/8/87

This instrument was prepared by and after recording is to be returned to:

Stephen E. Richman, Esq.
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

SER133:L

EXHIBIT A

PARCEL A

A leasehold estate created by a Ground Lease Agreement recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, from the City of Madison to Lincoln School Associates Limited Partnership, demising premises described as follows: Lot Two (2) of Certified Survey Map #4607, recorded on March 22, 1985 in Volume 20 of Certified Surveys, pages 140, 141 and 142, as Document No. 1872436; and

PARCEL B

A leasehold estate created by a Ground Lease Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 22, as Document No. 1872437 from the City of Madison to Lincoln School Associates Limited Partnership, demising premises described as follows: A portion of Lot Three (3) of Certified Survey Map #4607, recorded on March 22, 1985 in Volume 20 of Certified Surveys, pages 140, 141 and 142, as Document No. 1872436, consisting of subterranean space, vertical dimension of 18 feet, with a top horizontal plane at the elevation of 43 feet, City of Madison Datum. The horizontal boundaries of the subterranean space are described as follows:

Beginning at the Easterly corner of said Lot Two (2); thence North 45° 44' 56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44° 15' 04" West, 106.05 feet; thence South 45° 44' 56" West, to a point on the Southwesterly line of said Lot 3; thence south 44° 15' 04" East along said Southwesterly line, 106.05 feet to the point of beginning; and

PARCEL C

A non-exclusive right-of-way for the benefit of Parcels A and B as shown on Certified Survey Map #4607 recorded as Document No. 1872436 and the Right of Way Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 38, as Document No. 1872438; and

PARCEL D

Fee simple title to that certain school building and all other improvements situated upon Lot Two (2) of Certified Survey Map #4607 recorded as Document No. 1872436.

Robert L. J. [Signature]
Register of Deeds

85 APR 26 A 9: 57

REGISTERS OFFICE
DANE COUNTY, WIS. ST.
RECORDED CN

THIS ASSIGNMENT OF LEASE, made as of the 1st day of April, 1985.

W I T N E S S E T H :

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP (herein called "Assignor") hereby agrees that from and after two (2) days notice after a default under any Related Document (as defined in the Reimbursement Agreement dated this date between Assignor and Bank) and failure to cure such default in the applicable grace period under such Related Document, that it will assign to FIRST INTERSTATE BANK OF WISCONSIN ("Bank") any and all of its right, title, and interest in and to the following:

(1) The entire building interest, as evidenced by the Bill of Sale between the City of Madison, Wisconsin, and Assignor, attached as Exhibit A;

(2) A ground lease agreement between the City of Madison and Assignor, attached as Exhibit B;

(3) A right-of-way agreement between the City of Madison and the Assignor, attached as Exhibit C.

None of the documents attached as Exhibit A - C shall be amended without the prior written consent of Bank. This agreement supplements the other documents provided by Assignor to Bank. This document shall be construed in accordance with the laws of the State of Wisconsin.

4600

KNOW ALL MEN BY THESE PRESENTS:

That THE CITY OF MADISON, Wisconsin, a municipal corporation, for and in consideration of the sum of Thirty Thousand (\$30,000.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents grant, sell, transfer and convey unto LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, the former Lincoln School Building and land improvements located at 720 East Gorham Street, Madison, Wisconsin, situated on Lot 2 of Certified Survey Map No. 4607, recorded in Volume 20 of Certified Survey Maps, Pages 140-142 as Document No. 1872436 in the Dane County Register of Deeds Office.

THIS IS A SALE OF THE BUILDING AND LAND IMPROVEMENTS ONLY AND DOES NOT INCLUDE THE LAND.

The use of this Building shall be for residential housing purposes or other uses permitted under the Ground Lease Agreement relating to Lot 2 of said Certified Survey Map only, and the owner of the Building and land improvements shall be the same as Lessee of the Ground Lease Agreement recorded as Document No. 1872437 in the Dane County, Wisconsin Register of Deeds Office.

To have and to hold the Building and land improvements herein conveyed, and the City of Madison hereby covenants with the Buyer that it is the lawful owner of said Building and land improvements, that the Building and land improvements are free from all liens and encumbrances and that it has the right and authority to sell and convey the same. The City, however, makes no warranty or guarantee whatsoever as to the condition of said property, it being purchased by the Buyer in its present condition. Buyer acknowledges the property was entered on the National Register of Historic Places on August 28, 1980.

This sale is further subject to the terms and conditions contained in the following documents recorded in the Dane County Register of Deeds Office, Madison, Wisconsin.

Certified Survey Map No. 4607, recorded in Volume 20 of Certified Survey Maps, Pages 140-142, Document No. 1872436.

Madison Landmarks Commission's Notice of Designation, Volume 2357 of Records, Page 39, Document No. 1686775.

Right of Way Agreement recorded as Document No. 1872438.

Ground Lease Agreement recorded as Document No. 1872437.

This is not homestead property.

IN WITNESS WHEREOF, this instrument has been duly executed this 22nd day of March, 1985.

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

CITY OF MADISON
F. Joseph Sensenbrenner, Jr., Mayor
Dolores J. Meiller, Deputy City Clerk

Personally came before me this 22nd day of March, 1985, the above named F. Joseph Sensenbrenner, Jr. and Dolores J. Meiller, to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Madison who executed the foregoing instrument and acknowledged the same under authority of Resolution No. 38,705, File No. 5327-82, adopted by the Common Council of the City of Madison on the 18th day of January, 1983.

Notary Public, State of Wisconsin
My Commission: expires 6-21-87

APPROVED AS TO FORM:

Henry A. Gempeler, City Attorney

This instrument drafted by:
James M. Voss, Assistant City Attorney
Room 401, City-County Building
210 Monona Avenue
Madison, Wisconsin 53710

EXHIBIT A

THIS AGREEMENT made and entered into this 22nd day of March, 1985, between The CITY OF MADISON, a Dane County, Wisconsin municipal corporation, its successors and assigns, hereinafter called "LESSOR", and LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, located at 301 North Broom Street, Madison, Wisconsin 53703, its successors and assigns, hereinafter referred to as "LESSEE",

W I T N E S S E T H :

WHEREAS, LESSOR is the owner of certain lands in the City of Madison, Dane County, Wisconsin, known as part of James Madison Park, located northeast of North Blount Street and northwest of East Gorham Street; and

WHEREAS, LESSEE desires to lease certain lands located therein and to obtain certain rights in connection therewith, as more fully described hereinafter, for the purpose of redeveloping, maintaining and preserving the former Lincoln School Building located thereon as a Landmark and as a property entered on the National Register of Historic Places, for residential housing purposes or other uses permitted with LESSOR's consent; and

WHEREAS, LESSOR deems it advantageous to itself to lease certain lands, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I - PREMISES

LESSOR, for and in consideration of the terms, conditions and covenants of this Lease to be performed by LESSEE, enters into a lease of the following described Parcel A lands and enters into a subterranean* lease of the following described Parcel B lands, all situated in James Madison Park, in the City of Madison, Dane County, Wisconsin, to-wit:

Parcel A: Lot Two (2), Certified Survey Map No. 4607, recorded in Volume 20 of Certified Surveys, Pages 140-142, Document No. 1872-136 in the Dane County Register of Deeds Office.

Parcel B: A subterranean lease of a portion of Lot Three (3), said Certified Survey Map No. 4607. The leased subterranean space has a vertical dimension of eighteen (18) feet, with a top horizontal plane at the elevation of forty-three (43.00) feet City of Madison Datum. The horizontal boundaries of said subterranean easement are fully described as follows:

Beginning at the easterly corner of said Lot Two (2); thence North 45°44'56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44°15'04" West, 106.05 feet; thence South 45°44'56" West, to a point on the Southwesterly line of said Lot Three (3); thence South 44°15'04" East, along said Southwesterly line, 106.05 feet to the point of beginning.

This subterranean space is to be used solely for the construction, maintenance and use of an underground parking structure to serve said Lot Two (2) and a trash storage area.

LESSOR and LESSEE shall enter into a Right of Way Agreement, recorded as Document No. 1872438, in the Dane County Register of Deeds Office and shown on said Certified Survey Map No. 4607. Said Right of Way Agreement is essential to the leasehold interests created by this Ground Lease Agreement.

*LESSOR acknowledges that the parking structure and trash storage area to be constructed on Parcel B, as approved in the Planned Unit Development rezoning plan, will not be entirely subterranean, and all references herein to terms such as "subterranean lease", "subterranean easement", "underground parking structure", etc. shall be understood to be consistent with the approved Planned Unit Development rezoning plan.

ARTICLE II - TERM

This Lease, together with amendments, and all rights and responsibilities set forth herein, shall be for a period of forty-nine (49) years, commencing on the 22nd day of March, 1985, and ending on the 21st day of March, 2034. At the end of this term a new lease shall be looked upon favorably by LESSOR, and may be entered into upon mutual agreement of the parties.

When this Lease was authorized, it was the concern of the Common Council that the land would be available at the end of 49 years for park purposes if the Council at that point deemed it necessary. If the building did not need to be removed or the building use converted to park or recreational use, then it was the anticipation of the Council that an extension of the lease would be entered into by the City at that time.

ARTICLE III - RENT

A. LESSEE agrees to pay LESSOR for ground rent of the lands herein leased, the sum of One Thousand Two Hundred Thirty-One and 26/100 Dollars (\$1,231.26) per month for the remainder of 1985. Said rent to be paid in advance on the first day of each month. Rent due under this article for any fractional part of a month, shall be pro-rated. All unpaid rent which is not paid by the 15th of the month shall be subject to an interest charge at the then current prime rate per annum on the unpaid rental balance from the due date until the date of payment. Prime rate for each current year under all provisions of this Lease shall be the average prime rate in use in the City of Madison by the three largest volume banks (as determined by LESSOR) in the City the first business day of the previous December, hereinafter called PRIME.

B. RENT ADJUSTMENTS. Land Value = Base Value ("BV") x sq. ft. leased. Monthly rent = (Land Value x Annual Rate of Return + \$1.00 for the underground parking)/12. (The 1985 monthly rent of \$1,231.26 is derived from a 1985 Base value of the lands of \$6.21/sq. ft. See Subsection B.2. below.)

1. In 1986 and each subsequent year of this agreement, except as noted in Subsections B3 and B4 below, the monthly rent for February and the following 11 months shall be established as follows:

a. The Base Value of the lands will be adjusted by 50% of the change in the Consumer Price Index (Consumer Price Index for this Lease is defined as the Consumer Price Index for Small Metropolitan Areas in the North Central States/Size Class C for all Urban Consumers all Items, or its successor or substitute index, Source U.S. Department of Labor, hereinafter called CPINC').

The annual Base Value adjustment will utilize the most recent October CPINC' and the next previous October CPINC'. The formula for the annual Base Value adjustment beginning in 1986 is:

$$NEW\ BV = previous\ BV \times 50\% \times \left(\frac{Most\ recent\ October\ CPINC'}{next\ previous\ October\ CPINC'} + 1 \right)$$

Example. To calculate the 1986 New Base Value, effective February 1, 1986, use the CPINC' for October, 1985 and October, 1984.

The October, 1984 CPINC' was 167.2. Assume the October 1985 CPINC' will be 183.9 (this would be equivalent to a 10% rise in CPINC'):

$$\frac{183.9}{167.2} = 1.10$$

The 1986 Base Value would be calculated as: 1986 BV = 1985 BV x 50% x $\left(\frac{183.9}{167.2} + 1 \right)$

$$= 1985\ BV \times 50\% \times (1.10 + 1)$$

$$= 1985\ BV \times 50\% \times 2.10$$

$$1986\ BV = 1.05 \times 1985\ BV$$

(The Consumer Price Index increased 10%, the Base Value increased 5%)

b. Rate of Return. The annual rate of return includes payment in lieu of general property taxes on the raw land. The annual rate of return for 1985 is hereby established as 12%. Thereafter, the annual rate of return shall be adjusted annually by its relationship to the PRIME. The new rate of return shall be effective on the first of February each year. The fundamental relationship shall be that the rate of return for each year shall be 75% of PRIME. However, this fundamental relationship shall be modified by the following criteria:

(1) The annual rate of return shall not fall below 12% during the life of this Lease.

(2) The maximum yearly upward or downward movement of the annual rate of return shall be limited as shown in the table below. The factor in the CONTROL column is either the latest PRIME or the previous year's annual rate of return, whichever is higher.

| <u>CONTROL</u> | <u>Maximum Yearly Change In Annual Rate of Return</u> |
|----------------|---|
| 15% or less | 1% |
| 15.1% to 25% | 2% |
| 25.1% to 35% | 3% |
| 35.1% to 45% | 4% |
| etc. | |

Examples. The initial (1985) annual rate of return is set at 12%.

First Example. Assume the December 1, 1985 PRIME is 23%. The 1986 annual rate of return would then be: Fundamental, $0.75 \times 23\% = 17.25\%$, or a 5.25% increase; this increase is limited by the table to a maximum of 2%, so the 1986 annual rate of return would be $12\% + 2\% = 14\%$.

Continuing this example, now assume a December, 1986 PRIME of 21%; the Rate of Return would be: Fundamental, $0.75 \times 21\% = 15.75\%$, an increase of $15.75 - 14 = 1.75\%$, which is less than the table maximum change of 2%. Then the 1987 rate of return = 15.75%.

Second Example. Assume the December, 1985 PRIME is 23%, as in the First Example; as in the First Example, the 1986 rate of return would be 14%; now, assume however, a December 1986 PRIME of 18%; Fundamental rate of return = $0.75 \times 18\% = 13.5\%$; $13.5\% - 14\% = -0.5\%$, which is less change than the table maximum change of -2%, so the -0.5% applies. Therefore the 1987 rate of return would be 13.5%.

Third Example. Assume the December, 1985 PRIME is 23%, as in the First Example; again, the 1986 rate of return would be 14%; now assume a December, 1986 PRIME of 23%; Fundamental rate of return = $0.75 \times 23\% = 17.25\%$, or a 3.25% increase; this increase is limited by the table to a maximum of 2%, so the 1987 annual rate of return would be $14\% + 2\% = 16\%$; now assume a December, 1987 PRIME of 14%; in this instance, the previous year's annual rate of return, 16%, is the Control, as it is higher than the new PRIME; the 1988 annual rate of return would then be: Fundamental, $0.75 \times 16\% = 12\%$ or a 4% decrease; this decrease is limited by the table to a maximum of 2%, so the 1988 annual rate of return would be $16\% - 2\% = 14\%$. (If PRIME had controlled, the decrease would have been limited to 1%.)

c. New Monthly Rental-Effective Feb. 1st of each year. Multiply the result of Subsection a. above and the square footage leased. Multiply by the result of Subsection b. above. Add \$1.00 for the underground parking. Divide by 12. This is the new monthly rental, except as noted in Sections B.3 and B.4 below.

2. Basis for 1985 Ground Rent. The Base Value was determined by LESSOR to be \$6.09/sq. ft. as of February, 1984. The Initial Base Value used in establishing the initial monthly rental in this Lease is \$6.09 increased by 50% of the change of the CPINC' between October 1983 (161.1) and October, 1984 (167.2). As specified elsewhere herein, the 1985 Annual Rate of Return is 12%. The area for which ground rent is being paid is 19,825.75 square feet.

Am

19,825.75 sq. ft. x 6.09 x 50% $\left(\frac{167.2}{161.1} + 1\right) \times .12 + \1.00 VOL 6725 PAGE 93

19,825.75 sq. ft. x 6.09 x 0.50 (1.038 + 1 = 2.038) x .12 + \$1.00

= 19,825.75 sq. ft. x 6.09 x 1.019 x .12 + \$1.00

= 19,825.75 sq. ft. x 6.21 (1985 Base Value) x .12 + \$1.00

= \$14,775.15/year + 12

= \$ 1,231.26/month ground rent beginning with the February 1, 1985 payment.

a. LESSOR shall notify LESSEE at least thirty (30) days prior to the effective date of the new monthly rental.

3. 10-Year Base Value Re-Establishment. Every tenth year, instead of following the procedure herein, a New Base Value will be established by the procedure set forth below. From this, a new base rent will be computed by the procedure herein, and will be retroactive to the 1st of February of such tenth year. The New Base Value will be established as follows:

a. LESSOR and LESSEE shall attempt to negotiate a New Base Value. If negotiations are not successful by May of such tenth year, the following procedure shall be used:

b. LESSOR and LESSEE shall retain two expert fee appraisers acceptable to both parties, at joint cost, to independently appraise the lands. Each appraiser will prepare a fully-documented narrative appraisal report indicating the New Base Value of the lands on the basis of the then existing use, as though vacant and available for that use.

c. Upon receipt of the appraisal reports, both parties shall promptly review them for thoroughness, relevance and documentation. The appraisers will promptly correct omissions, miscalculations, and the like, and will supply further reasonable documentation and explanation as requested by either party.

d. If the lower of such appraised amounts is then greater than 90% of the higher, the average of the two amounts shall be the New Base Value.

e. However, if the lower of such appraised amounts does not then amount to at least 90% of the higher, and the parties cannot agree to a value between the two appraised amounts within 10 days from the receipt of information required in B.3.c. above:

(1) A third independent expert appraiser shall promptly be selected by the first two appraisers. This appraiser shall be acceptable to LESSEE and LESSOR, and shall be retained at joint cost.

(2) This third appraiser shall review the existing appraisal reports and determine the New Base Value. This Base Value shall not exceed the higher nor be less than the lower of the two existing appraisal reports. The third appraiser's findings shall be binding on LESSOR and LESSEE as the New Base Value.

f. Neither party shall unreasonably withhold the selection or approval of the appraisers in B.3.b. and B.3.e. above.

4. Interim Base Value Re-Establishment. No more than two times within each 10-year period, each party shall have the following rights: If the party feels that conditions have changed enough so that the Base Value then in effect differs significantly from a New Base Value that would result from applying the procedure specified in B.3. above, that party shall attempt to negotiate a New Base Value with the other party. If negotiations are unsuccessful during the ensuing 90 days, the initiating party may proceed with the procedure in B.3. above, except that the initiating party shall assume all costs. During the time involved in these procedures, the rental provisions of B.1 above shall control. However, if the newly established New Base Value favors the initiating party by a change of at least 25% of the Base Value then in effect, the costs shall be split 50-50. In any event, the resulting New Base Value shall be effective on the 1st day of the month following its establishment.

Subject to the terms and conditions hereinafter set forth, LESSEE is hereby granted the following rights and privileges during the term of this Lease:

A. Exclusive use and possession of the lands including the leased subterranean space, with exceptions noted elsewhere herein, for the purpose of restoring and using the property for residential purposes and parking and ancillary related uses, or other uses permitted with LESSOR'S consent.

D. LESSEE'S RIGHT TO CONTEST. LESSEE may, if it disputes the amount or validity of any liens, taxes, assessments, charges, penalties or claims, including liens or claims of materialmen, mechanics or laborers, upon the lands and improvements thereon, contest and defend the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as soon as possible. Any rebate made on account of any taxes or charges paid by LESSEE shall belong and be paid to LESSEE.

During any contest, LESSEE shall (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent any foreclosure of or any divesting thereby of LESSOR'S title, reversion, or other interest in or to the lands and will further (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent the public sale or foreclosure of any lien for any such taxes, assessments, or charges.

C. It is expressly understood and agreed that the location of these lands within James Madison Park confers upon LESSEE, LESSEE'S agents, assigns, guests, invitees or sublessees no special rights or privileges of use and enjoyment of James Madison Park.

ARTICLE V - RIGHTS AND PRIVILEGES OF LESSOR

LESSOR, in addition to any rights herein retained by it, reserves the following privileges to-wit:

A. LESSOR'S Real Estate Development Unit Director or the Director's successors and assigns is hereby designated as its official representative for the enforcement of all provisions in this Lease with full power to represent LESSOR in dealings with LESSEE in connection with the rights herein leased.

B. All actions relating to policy determination, modification of this Lease, subsequent permissive authorization under this Lease, termination of this contract, and any similar matters affecting the terms of this Lease shall emanate from LESSOR'S Common Council, its successors or assigns.

C. LESSOR reserves the right to enter upon the lands and the buildings thereon at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease provided such entry does not unduly interfere with the rights of tenants in possession. LESSEE shall further give access to the interior and exterior of LESSEE'S improvements to LESSOR, its agents, representatives, successors or assigns for the purpose of monitoring LESSEE'S compliance with the terms of this agreement upon ten (10) days prior written notice from the LESSOR, its authorized agent, successors or assigns, or upon waiver of notice hereunder by the LESSEE: provided such access does not unduly interfere with the rights of tenants in possession.

D. LESSOR reserves unto itself, its successors and assigns the right to further develop or improve the public areas of the adjacent park as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance by LESSEE. Notwithstanding the foregoing sentence, LESSEE may exercise any and all rights to comment on or object to a use or proposed use of the adjacent park in accordance with applicable laws as if LESSEE were an adjacent land owner.

E. LESSOR reserves for the public the right to use and enjoy the roof surface of the underground parking structure for park purposes, provided, however, that such use by the public shall not interfere with LESSEE'S use and enjoyment of the parking structure.

ARTICLE VI - OBLIGATIONS OF LESSEE

A. CONDITION AND USE OF PREMISES AND IMPROVEMENTS THEREON. LESSEE accepts the lands and improvements thereon in their present condition and agrees to limit use thereof to residential purposes or other uses permitted with LESSOR'S consent. LESSEE agrees that there will be no outside storage of equipment, materials, or supplies on the lands, and will cause to be removed at LESSEE'S expense all trash and garbage, etc., and agrees not to deposit same on any part of the lands, except temporarily in connection with collection or removal.

B. MAINTENANCE. LESSEE shall, at its sole cost and expense, maintain the lands and improvements thereon in a presentable condition. LESSEE shall perform necessary mowing, snow removal, grading and other maintenance on the lands. LESSEE shall also keep the public sidewalk in front of said Lot 2 on East Gorham Street abutting the lands free of snow and ice and shall keep the terrace between the public sidewalk and curb and gutter in presentable condition, mowed and free of debris. LESSEE shall repair all damages to said lands and improvements caused by its invitees, guests and agents. LESSEE, its successors and assigns, shall pay for the costs of rehabilitation and continued maintenance and repair of the Former Lincoln School building necessary to preserve the exterior architectural features of the former Lincoln School Building as represented on the elevation sheets contained within PUD (SIP) rezoning plan recorded of even date herewith (the "Architectural Features"). LESSEE shall pay for the costs of erection and continued maintenance of landscaping material, if any, the design, location, extent and type of which shall be mutually agreed upon by LESSOR and LESSEE, its successors, or assigns.

Except as provided in Article V(E) above, LESSEE shall install, maintain, repair and replace the structural roof of the underground parking structure and the safety railing along the entire Northwest edge thereof.

Should LESSEE fail to install said landscaping, if any, and fail to keep and maintain the entire property and improvements thereon in good order and repair, as set forth herein, in order to preserve and protect the general appearance and value of LESSOR'S adjacent park, and if such maintenance and repair is not undertaken by LESSEE within thirty (30) days after receipt of written notice by certified mail, return receipt requested, LESSOR shall have the right to enter on the leased lands and improvements located thereon (subject to rights of tenants in possession) and perform the necessary installation, repair and maintenance. LESSEE shall be responsible for payments related to the costs of such work, as follows (all dollar amounts shown shall be multiplied by the ratio of the latest monthly available CPINC' divided by the CPINC' for October, 1984):

1. Minimum payment shall be \$100.00.
2. For costs above \$50.00, the payment shall be:

| Cost | Payment |
|-----------------|-------------|
| \$ 50-\$ 500 | 2.0 x cost |
| \$ 501-\$1,000 | 1.5 x cost |
| \$1,001-\$3,000 | 1.35 x cost |
| \$3,001-\$5,000 | 1.25 x cost |
| Above \$5,000 | 1.2 x cost |

Such payments shall be added to and become a part of the next monthly rent payment borne by LESSEE.

The LESSEE shall, during the term of this Lease, comply with all City of Madison Ordinances.

C. LESSEE WAIVERS. LESSEE hereby waives and renounces for self and family any and all homestead exemption rights that LESSEE, LESSEE'S family, heirs, successors or assigns may have under or by virtue of the laws of Wisconsin or the United States as against any liability that may accrue under this Agreement.

To the extent it is lawful to do so, LESSEE hereby waives any right that may be construed to accrue to LESSEE, its successors, assigns, and sublessees, by provisions of Sec. 32.19 of the Wisconsin Statutes as amended by Chapter 409 of the Laws of 1969 or any ensuing modifications.

D. AFFIRMATIVE ACTION IN EMPLOYMENT. In the performance of the services under this Agreement, the LESSEE agrees not to discriminate against any employer or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

E. ADDITIONS AND ALTERATIONS. LESSEE shall have the right during the term of this Lease to make alterations, attach fixtures, and erect additions to the building on the lands hereby leased, provided any additions or alterations which alter the exterior appearance of the building shall be performed only after advance written approval of plans by LESSOR, its successors or assigns. All improvements, additions, or fixtures made to or placed upon said lands by LESSEE may become the property of LESSOR at the termination of this Lease, as provided under the termination clause herein.

F. SIGNS AND ILLUMINATION. The LESSEE shall secure written approval of LESSOR, its successors or assigns, before placing exterior illumination or exterior signs on the lands or improvements located thereon. LESSOR reserves the right to erect an appropriate historical plaque at an appropriate location on the lands and/or the building.

G. UTILITIES. LESSEE agrees to provide for its own connections with utilities, and to make separate arrangements with the agencies responsible for these utilities. LESSEE shall pay for all utility service supplied to the improvements located on the lands, including sewer and water, and if required by the utility agencies as a condition of continuing said services, LESSEE will cause to be installed and pay for standard metering devices for the measurement of such services.

In the event it shall become necessary to make changes upon the lands or within the structures located thereon, such as any wiring, plumbing or similar installations, as a condition of the continuance of utility services and LESSEE desires to continue such services, LESSEE will promptly make such changes and installations, at its expense, as directed and required by the utility organization.

H. INDEMNIFICATION AND HOLD HARMLESS. LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefor. In the use of the premises and of the Right of Way, described in a certain Right of Way Agreement referred to elsewhere herein, in the erection, construction, maintenance or repair of any improvements thereon and thereunder, and in the exercise or enjoyment of the same, LESSEE shall indemnify, save harmless and defend LESSOR from any and all losses to third parties because of any negligence on the part of LESSEE or LESSEE'S agents, assigns, guests, invitees or sublessees in their use of the lands or improvements located thereon and thereunder, including without exclusion because of enumeration any and all damages by fire, theft, or any cause, to any property of LESSEE which may at any time be situated within the limits of the lands, except any damage and liability as may be caused by negligence on the part of LESSOR. This indemnification shall not apply to any Mortgagee unless the Mortgagee assumes the position of LESSEE under this Lease, and in such case only from and after that time.

The provisions of the above paragraph shall also apply to the use by, and enjoyment of, the roof surface of the underground parking structure by the public, protected by a lookout safety railing erected, maintained and repaired by LESSEE along the entire Northwest edge of said surface.

Lands and improvements herein include the park overlook, vents and railing on top of the subterranean parking structure.

I. INSURANCE REQUIREMENTS. LESSEE shall, upon execution of this Lease, in order to protect itself and LESSOR under the indemnity agreement set forth in the paragraph above, at all times during the terms of this Lease, keep in force and effect a policy of Comprehensive General Liability Insurance issued by a company or companies authorized to do business in the State of Wisconsin in the amount of not less than One Million Dollars (\$1,000,000), bodily injury and property damage combined single limit. This insurance so provided shall be deemed primary. LESSOR specifically reserves the right to review and adjust these insurance coverage requirements once every five (5) years during the term of this Lease.

The LESSEE shall furnish LESSOR with a copy of the insurance policy, any subsequent riders, and an acceptable Certificate of Insurance as evidence that such insurance is in effect and that not less than thirty (30) days prior written notice shall be given to LESSOR in the event of a modification, cancellation or non-renewal of any such insurance coverage. All liability insurance policies shall name the City of Madison as an additional insured.

J. OTHER INSURANCE.

1. LESSEE shall also carry and pay for insurance which will pay the cost of demolishing the buildings after a partial destruction or taking by eminent domain thereof and will pay the cost of restoration of the lands. LESSEE shall furnish LESSOR with a copy of the insurance policy, any subsequent riders, and an acceptable Certificate of Insurance, and such insurance shall be non-cancellable without thirty (30) days prior written notice to LESSOR.

2. LESSEE shall keep all buildings and improvements on the premises at all times insured against loss or damage by fire and extended coverage perils with co-insurance in an amount equal to at least eighty percent (80%) of the replacement value of all underground buildings (structures) and eighty percent (80%) of the replacement value of all other buildings, above foundation. Acceptable certificates of such insurance, copies of the insurance policies and any subsequent riders shall be delivered to LESSOR and such insurance shall be non-cancellable without thirty (30) days prior written notice to LESSOR.

3. Destruction

a. If at any time during the term of this Lease the buildings and improvements on the premises shall be destroyed or damaged in whole or in part by fire or other cause, then LESSEE, at its own cost and expense, shall, subject to the provisions of Paragraph b. of this Section, cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and time shall be of the essence; provided, however that LESSEE shall not be required to rebuild or repair the buildings and improvements unless: (i) the insurance proceeds are sufficient to pay the cost thereof and (ii) the former Lincoln School building as rebuilt or repaired will have its Architectural Features predominantly intact, and said building as rebuilt or repaired, still will be eligible for listing on the National Register of Historic Places.

b. If at any time during the last five (5) years of the term of this Lease the buildings and improvements on the premises shall have been damaged or destroyed by fire or other cause to the extent of more than twenty-five percent (25%) of the entire replacement value of all underground buildings (structures) and twenty-five percent (25%) of the replacement value of other buildings and improvements above foundation, at the time of loss, then, notwithstanding provisions of Paragraph a. of this Section or any other provisions of this Lease, LESSEE shall have the right, but not the obligation, to elect not to repair, replace or rebuild such building and to terminate this Lease by giving written notice of termination to LESSOR on or prior to the ninetieth (90th) day after the occurrence of such damage or destruction. Upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, subject to the provisions of Paragraph c. of this Section and subject to the LESSEE being solely responsible for any and all claims, occupancies and the like of LESSEE'S assigns, sublessees, tenants and the like.

c. If the LESSEE shall decide not to rebuild, replace or repair as specified in Paragraphs a. and b. above in this Section, LESSEE shall, at the sole option of LESSOR, demolish the buildings and improvements and restore the lands on the premises. This Lease shall terminate following notice by LESSOR not to demolish the improvements or acceptance by LESSOR of demolition and of the restoration of the site.

d. If LESSEE shall elect not to repair, replace or rebuild the buildings and improvements and shall elect to terminate this Lease, then the proceeds of the fire and extended coverage insurance shall be the sole property of LESSEE, subject to LESSEE'S carrying out its responsibilities under Paragraphs a., b. and c. of this Section.

1. If the whole of the premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the premises pursuant to which more than thirty percent (30%) of the premises or more than thirty percent (30%) of the aggregate ground floor area in the building on the premises are so taken (or so purchased) then LESSEE shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to LESSOR within six (6) months after the date that possession is transferred, and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the day that possession is required. In the event the Lease shall terminate or shall be terminated as aforesaid, the rental shall, if and when necessary, be adjusted to the date of termination.

2. In the event of a taking (or purchase) pursuant to the provisions of Paragraph 1. of this Section, the award shall be paid and distributed in the order and as follows:

a. So much of such award shall first be paid in satisfaction and discharge of all assessments, if any, levied, assessed or imposed against the premises for benefits resulting from improvements for, which or in conjunction with which the taking (or purchase) was executed.

b. Next, so much of such award shall be paid to the LESSOR as shall equal the value of the premises taken (or purchased) considered as vacant land.

c. Next, so much of such award shall be paid to LESSOR as shall equal the cost to demolish the buildings on the lands and restore the lands, less any insurance proceeds paid to LESSOR for the purpose of such demolition.

d. Next, so much of such award shall be paid toward any balance due under any Mortgage, provided that such payment is not inconsistent with the redemption provisions of the bonds titled "Community Development Authority of the City of Madison, Wisconsin Multi-family housing revenue bonds (Lincoln School Project)".

e. The balance of the award shall be paid to LESSEE.

3. a. In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Paragraph 1. of this Section, LESSEE shall, at its own cost and expense, make all repairs to the buildings and improvements on the premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase); and in such event the entire award (or the sales price in the case of a purchase) shall belong to LESSEE, and the rent payable hereunder shall be reduced by the same percentage as the percentage which the square footage which was taken bears to the total square footage of the main building on the premises; provided that LESSEE shall not be required to repair the premises if the award is not sufficient to accomplish such repair, in which case LESSEE shall demolish the buildings/structures and restore the lands, at the sole option of LESSOR.

b. If any part of an award is paid to LESSOR, then, commencing with the date that possession of the part of the premises taken (or purchased) is given, the rent payable hereunder shall be reduced by mutual agreement.

L. ASSIGNMENT. LESSEE shall not at any time assign this Lease except to owners of the buildings located on the lands and to a Mortgagee as security. Assignment of the Lease shall be simultaneous with the sale and/or mortgage of the buildings, and all such assignments shall be subject to all of the terms hereof and all applicable laws and ordinances. LESSEE may assign this Lease at any time with the prior consent of LESSOR, which consent shall not be unreasonably withheld or delayed. In such event, LESSEE shall have no further responsibility for the performance of any of LESSEE'S covenants and obligations hereunder which relate to any period after the date of such assignment. Such an assignment shall not, however, relieve LESSEE of any responsibility for obligations accruing prior to the date of such assignment. The foregoing provision, however, shall not be deemed to require LESSOR'S consent to any assignment or collateral assignment made in connection with the issuance of multi-family housing revenue bonds by the Community Development Authority of the City of Madison, Wisconsin.

M. LEASING OF IMPROVEMENTS. LESSEE may lease the buildings and lands provided the sublessees are bound by the terms and conditions of this document.

N. TAXES. LESSOR agrees to pay all general property taxes, if any, assessed against the raw land, but not against any land or building improvements. LESSEE shall pay all general property taxes assessed against land improvements and against buildings and other structures. On the date of this Lease, buildings and other structures on leased land are taxed as personal property, according to applicable State of Wisconsin Law. LESSEE further agrees to pay any special assessments levied upon the property and any sewer and water charges levied against the property and placed upon the tax roll for collection, as may be applicable during the term of this Lease and any renewals thereof, except as hereinafter provided.

O. INDEMNIFICATION OF LESSOR AGAINST CHARGES ON LEASED LANDS. LESSEE will at all times indemnify, hold harmless, and defend LESSOR and the lands and the improvements thereon from any and all taxes, assessments and charges for which it is responsible as set forth elsewhere herein, and from any and all liens and penalties in connection therewith, and also from any and all claims for damages or liens in any way hereafter chargeable to, or payable to, or payable for, or in respect of the lands, or the use and occupancy thereof, during the term of this Lease, and will, upon written request of LESSOR, furnish to LESSOR, for inspection and such use as may be proper in protecting the estate of LESSOR in the lands, written evidence of any and all such payments.

P. GOVERNMENTAL AUTHORITY. LESSEE agrees reasonably, promptly and effectively to comply with all applicable and lawful statutes, rules, orders, ordinances, requirements, and regulations of the City of Madison, the County of Dane, the State of Wisconsin, the Federal Government and any other governmental authority having jurisdiction over the lands. LESSEE may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint, or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement, or regulations, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. LESSEE agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold LESSOR harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

Q. TITLE TO IMPROVEMENTS AND LIENS THEREON. Title to all improvements purchased by or erected by LESSEE on the lands shall be in and remain in LESSEE for and during the entire term of the Lease, but at the expiration or other termination thereof, such improvements, if any remain, shall revert to LESSOR free and clear of all liens except such as exist on the date of this Lease except as further provided herein. LESSEE further agrees that any maintenance and repair work, alterations, replacements, and additions in connection with the improvements shall be of good workmanship and quality. LESSEE covenants and agrees promptly to pay all sums legally due and payable on account of any labor performed on, or material furnished for the lands and improvements subject to LESSEE'S right to contest the validity of any such lien. LESSEE further agrees not to permit any mechanic's or materialmen's liens to stand against the leased lands on account of labor performed or material furnished and to save LESSOR harmless from any and all such asserted claims or liens, subject to LESSEE'S right to contest the validity of any such lien.

R. MORTGAGES AND SUBORDINATION

1. Mortgage Loans Obtained by LESSEE. LESSEE at its option shall have the right at any time and from time to time during the initial or any renewal term of the Lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan and/or to negotiate and obtain a new loan or loans) which may be secured by a Mortgage on the LESSEE'S leasehold interest in the lands or any part thereof and the improvements purchased by, constructed or to be constructed thereon by LESSEE, or any part thereof. Any such Mortgage loan or loans or extension, renewal, refinancing or replacement thereof (hereinafter referred to as a "Mortgage Loan" or "Mortgage"), (a) shall be made by, and may be in such principal amount and under such terms as may be obtained from a lender (hereinafter referred to as a "Mortgagee"), (b) shall be due and payable in full prior to the expiration of the term of this Lease and any authorized renewals thereof, and (c) shall impose no personal liability on LESSOR (the sole recourse of the Mortgagee to be against LESSEE and/or LESSEE'S interest in the lands and the improvements, and/or including any other collateral pledged to Mortgagee). The term "Mortgagee" shall include any party making any financial accommodation to LESSEE absolutely or contingently secured by an interest in the leased premises and/or improvements thereon, which accommodations specifically include but are not limited to (1) a Mortgage from LESSEE to the Community Development Authority of the City of Madison and (2) any reimbursement agreement pursuant to which a letter of credit is issued as well as any related documents thereto. LESSEE shall notify LESSOR of the names and addresses of all Mortgagees.

2. LESSOR agrees that so long as there is any Mortgage of LESSEE'S interest herein, the following provisions shall apply, notwithstanding any other provisions of this Lease:

a. There shall be no cancellation, surrender or material modification of this Lease by joint action or agreement of LESSOR and LESSEE without the prior consent in writing of the Mortgagee.

b. LESSOR shall, upon serving LESSEE with any notice of default, simultaneously serve a copy of such notice upon the holder of such Mortgage by certified mail, return receipt requested. The Mortgagee shall thereupon have the same period, after service of such notice upon it, plus an additional sixty (60) days, to remedy or cause to be remedied the defaults complained of, and LESSOR shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by LESSEE.

c. Anything herein contained notwithstanding, while such Mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the holder to LESSOR, if any default shall occur which, pursuant to any provision of this Lease, entitles LESSOR to terminate this Lease, and if before the expiration of sixty (60) days from the date of service of notice of termination upon such Mortgagee, such Mortgagee shall have notified LESSOR of its desire to nullify such notice and shall have paid to LESSOR all rent and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, except as provided in Paragraph e. of this Section, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event LESSOR shall not be entitled to terminate this Lease and any notice of termination therefore given shall be void and of no effect.

d. LESSOR agrees that the name of the Mortgagee may be added to the "Loss Payable Endorsement" of Fire and Extended Coverage insurance policies required to be carried by LESSEE hereunder.

e. Nothing herein contained shall require the Mortgagee to cure any default of LESSEE.

f. The proceeds from any Fire and Extended Coverage insurance policies or arising from a condemnation may be held by any Mortgagee and distributed pursuant to the provisions of this Lease, but the Mortgagee may reserve its right to apply to the mortgage debt LESSEE'S share of such proceeds pursuant to such Mortgage.

g. LESSOR shall, upon request, execute, acknowledge and deliver to the Mortgagee, an agreement prepared at the sole cost and expense of LESSEE, in form satisfactory to the Mortgagee, between LESSOR, LESSEE and Mortgagee, acknowledging agreement with all of the provisions of this Section.

3. Definition of Mortgage. For the purpose of this Lease, the term "Mortgage" or "Mortgage Loan" also shall include a Mortgage, deed of trust or other such classes of security instruments as are commonly given to secure loans or advances on leasehold interests under the laws of Wisconsin and/or the credit instruments, if any, secured thereby.

4. Expenses of Mortgage Loans Obtained by LESSEE. LESSEE agrees to pay all charges for securing and making any Mortgage Loan, including all brokerage, commission charges, fees for examination of title, attorney's fees, recording fees, title insurance, and such other costs and expenses as any Mortgagee may require to be paid.

5. Non-Subordination by LESSOR. LESSEE understands that LESSOR'S interest in the fee of the lands will not be subordinated to the lien or extension, renewal, continuation or replacement of the lien of any Mortgage obtained by LESSEE.

6. Mortgage of LESSEE'S Leasehold Interest. Notwithstanding any other provision of this Lease, LESSEE shall have the right, from time to time and at any time, to mortgage at its own expense all or any part of its interest in this Lease (including LESSEE'S interest in improvements) without limit as to amount, and without any other restriction or limitations. It is expressly agreed that LESSEE'S right to mortgage its leasehold estate (including its interest in improvements) created hereby shall be unlimited and unrestricted; provided that LESSOR'S interest in the lands shall not be any way encumbered by LESSEE'S Mortgage. LESSEE agrees to make all payments of principal and interest under any such leasehold Mortgage as and when such payments become due, and to comply with all covenants and agreements contained in such leasehold Mortgage, provided, however, that the wording of this sentence shall not be construed to impose personal liability on LESSEE, in any capacity, to make any such payments or perform any such agreements.

7. LESSOR agrees that in the event of termination of this Lease by reason of any default by LESSEE other than for non-payment of rent and other amounts required herein, that LESSOR will enter into a new lease of the lands with the Mortgagee or its nominee, for the remainder of the term, effective as of the date of such termination, at the rent and upon the same terms, provisions, covenants and agreements as herein contained, provided:

a. Said Mortgagee or its nominee shall make written request upon LESSOR for such new lease within thirty (30) days after the date of such termination;

b. Said Mortgagee or its nominee shall pay to LESSOR, at the time of execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorneys' fees, to which LESSOR shall have been subjected by reason of such default;

c. Said Mortgagee or its nominee shall perform and observe all covenants herein contained in LESSEE'S part to be performed and shall further remedy any other conditions as are capable of being remedied which LESSEE under the terminated lease was obligated to perform;

d. Such new lease shall be expressly made subject to the rights, if any, of LESSEE under the terminated lease;

e. The tenant under such new lease shall have the same right, title and interest in and to the buildings and improvements on the lands as LESSEE had under the terminated lease.

8. LESSOR agrees promptly after submission to execute, acknowledge and deliver any agreements modifying this Lease requested by any Mortgagee, provided that such modification does not decrease LESSEE'S obligations under this Lease or decrease LESSOR'S rights pursuant to this Lease.

S. The LESSEE expressly agrees for itself, successors and assigns to preserve and protect the Architectural Features.

T. LESSEE agrees to pay all reasonable costs, attorney's fees and expenses that may be paid or incurred by LESSOR in enforcing the terms and conditions of this Lease.

U. LESSEE agrees to permit all utilities to gain access through the lands by easements provided by LESSOR hereunder without compensation, cost or damage to LESSEE. Any such easements shall be compatible with the Architectural Features.

ARTICLE VII - OBLIGATIONS OF LESSOR

A. LESSOR agrees to permit all utilities to gain access to the leased lands through appropriate easements to be provided to said utilities without cost or damage to LESSOR.

B. LESSOR represents that the lands are presently zoned Planned Unit Development.

C. During the term of this Lease, LESSOR agrees to pay any and all real estate taxes on the above-described lands, exclusive of improvements and special assessments.

D. LESSOR agrees that all existing special assessments on the lands will have been paid at the time of execution of this document.

E. LESSEE, at its expense, shall create a landscaped area, to LESSOR'S specifications, on the surface of the underground parking structure in Parcel B herein. Thereafter, LESSOR shall maintain and replace the landscaping. The safety railing described elsewhere herein is specifically defined as not being part of this landscaping.

ARTICLE VIII - TERMINATION OR CANCELLATION OF LEASE

A. If cancellation occurs under this provision due to any amount of insurable damage or destruction or eminent domain taking of said improvements, LESSEE agrees that said improvements shall become the property of LESSOR to dispose of in whatever manner LESSOR deems proper, however, LESSOR reserves the right to require the removal of such improvements at LESSEE'S expense.

B. LESSOR may cancel this agreement by giving LESSEE sixty (60) days written notice by certified mail, return receipt requested upon or after any one of the following events:

1. Nonpayment of rent within fifteen (15) days of due date which is not cured within ten (10) days after written notice, except that such written notice shall not be required to be given more than two times in any twenty (20) month period.

2. The filing by LESSEE of a voluntary petition in bankruptcy.

3. The institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as a bankrupt pursuant to such proceedings.

4. The taking by court of jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any federal act.

5. The appointment of a receiver of LESSEE'S assets; or any general assignment for the benefit of LESSEE'S creditors.

6. The divesture of LESSEE'S estate herein by other operation of law.

7. The abandonment by LESSEE of the lands and/or of the building located thereon, except in connection with its surrender to an assignee, sublessee, mortgagee, or other party succeeding to LESSEE'S interest hereunder.

8. The default by LESSEE in the performance of any covenant or agreement required herein to be performed by LESSEE, and LESSEE'S failure to commence and diligently continue to correct such default within sixty (60) days after receipt of written notice from LESSOR of said default, provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if LESSEE shall have remedied the default prior to receipt of LESSOR'S notice of cancellation.

In any of the aforesaid events, after the cure period, LESSOR may take immediate action to gain possession of the lands under Section 704.31 of the Wisconsin Statutes 1983-84, including the building and all improvements located thereon. Title to the building and improvements shall then vest in LESSOR after expiration of the statutory period of redemption. LESSEE will still be liable for any outstanding monies owed LESSOR, and for any outstanding special assessments, personal property taxes, general real estate taxes against land improvements, and liens as determined in the foreclosure judgment.

Notwithstanding foreclosure under Section 704.31, Wisconsin Statutes, if it is determined that the Architectural Features are not predominantly intact and the building is not still eligible for listing in the National Register of Historic Places, solely due to acts or omissions of LESSEE, the LESSEE shall receive no compensation for the improvements remaining, but shall have the right to remove all or part of the remaining improvements within sixty (60) days of such a final determination. Such determination shall be made by LESSOR, its successors and assigns. The determination shall be made and be reviewable in accordance with the provisions of Section 9.49, Madison General Ordinance entitled "Review of Administrative Determinations", as amended hereafter, or if repealed and not otherwise reenacted, by Chapter 68, Wis. Statutes, as amended. LESSOR reserves the right to require the removal of such improvements at LESSEE'S expense if the Architectural Features are not still predominantly intact and the former Lincoln School Building is no longer eligible for listing in the National Register of Historic Places solely due to acts or omissions of LESSEE, its agents, successors or assigns.

Failure of LESSOR to declare this Lease terminated for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

ARTICLE IX - QUIET ENJOYMENT

LESSEE, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the premises during the term of this Lease, without hindrance or molestation by LESSOR, its agents, successors and assigns.

ARTICLE X - FORCE MAJEURE

In the event that LESSOR or LESSEE shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE XI - SHORT FORM LEASE

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

Jan

ARTICLE XII - ESTOPPEL CERTIFICATES

LESSOR agrees that at any time and from time to time upon not less than ten (10) days prior request of LESSEE, LESSOR shall execute, acknowledge and deliver to LESSEE a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as the LESSOR knows, LESSEE is not in default under any provisions of this Lease (or if LESSOR knows of any such default, specifying the same).

ARTICLE XIII - RIGHTS UPON TERMINATION

Upon termination of this Lease, LESSEE'S right herein shall cease, and LESSEE shall immediately surrender the premises. Further, LESSOR shall be entitled to receive building in reasonable condition, ordinary wear and tear, uninsurable damage by the elements, or other uninsurable causes beyond the control of LESSEE excepted. Upon Lease termination, any and all improvements shall become a part of the land on which it is located, and title thereto shall thereupon vest in LESSOR.

ARTICLE XIV - MISREPRESENTATION AND INVALID PROVISIONS

All terms and conditions with respect to this Lease are expressly contained herein and both parties agree that no representative or agent of LESSOR or LESSEE has made any representation or promise with respect to this Lease not expressly contained herein.

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

ARTICLE XV - NOTICES

All rentals due under this Lease shall be made payable to the Treasurer, City of Madison, Wisconsin, and shall be remitted to the office of the Real Estate Development Unit Director of the City of Madison, Madison Municipal Building, Lower Level, 215 Monona Avenue, Madison, Wisconsin 53710, or the Director's successors or assigns.

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

LESSOR:

City of Madison
Real Estate Development Unit Director
Madison Municipal Building, Lower Level
215 Monona Avenue
Madison, Wisconsin 53710

LESSEE:

Lincoln School Associates Limited
Partnership, a limited partnership
c/o Thomas M. Neujahr
301 North Broom Street
Madison, Wisconsin 53703

or other such addresses as the parties may designate to each other in writing from time to time, with copies to all Mortgagees known to the parties.

ARTICLE XVI - AUTHORIZED AGENT

The authorized agent for the City of Madison for the enforcement of all provisions in this Lease shall be the Real Estate Development Unit Director, or the Real Estate Development Unit Director's successors or assigns.

ARTICLE XVII - APPROVALS

All approvals, consents or agreements which may be granted under this Lease shall not be unreasonably withheld or unduly delayed.

ARTICLE XVIII - SEVERABILITY

If any term or provision of this Lease or the application thereof to the LESSOR or LESSEE or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to LESSOR or LESSEE or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on this 22nd day of March, 1985.

LESSEE
LINCOLN SCHOOL ASSOCIATES LIMITED
PARTNERSHIP, a Wisconsin limited
partnership

BY: Thomas M. Neujahr
Thomas M. Neujahr, General Partner
for Urban Land Investments, Inc.
Managing General Partner

Signed at Madison, Wisconsin, this 22nd day of March, 1985.

CITY OF MADISON

F. Joseph Sensenbrenner, Jr.
F. Joseph Sensenbrenner, Jr. Mayor

Dolores J. Meiller
Dolores J. Meiller, Deputy City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named Thomas M. Neujahr to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

William A. Schmitt
Notary Public, State of Wisconsin
My Commission: expires 6-21-87

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named F. Joseph Sensenbrenner, Jr. and Dolores J. Meiller to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Madison, who executed the foregoing instrument and acknowledged the same under authority of Resolution No. 38,705, File No. 5327-82, adopted by the Common Council of the City of Madison on the 18th day of January, 1983.

William A. Schmitt
Notary Public, State of Wisconsin
My Commission: expires 6-21-87

APPROVED AS TO FORM:

Henry A. Gempeler
Henry A. Gempeler, City Attorney

This instrument drafted by:
James M. Voss, Assistant City Attorney
Room 401, City-County Building
210 Monona Avenue
Madison, Wisconsin 53710

The CITY OF MADISON, a municipal corporation in Dane County, Wisconsin, hereinafter referred to as "Grantor", for the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, hereby conveys unto LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, hereinafter referred to as "Grantee", the following described Right of Way Easement, including the right to install, maintain, repair and replace private storm sewer facilities as shown on Certified Survey Map No. 4607, recorded in Volume 20 of Certified Survey Maps, Pages 140-142 as Document No. 1872436 in the Dane County Register of Deeds Office, hereinafter referred to as "Right of Way", in Dane County, Wisconsin:

A right of way easement over a strip of land across part of Lots 1, 2, and 3 of said Certified Survey Map, having widths as shown thereon, extending from the Northeastly right of way line of North Blount Street to the Northeast line of Lot 2 of said Certified Survey Map extended to the Northwest.

Also, a right of way easement over a rectangular parcel of part of Lot 3, said Certified Survey Map, extending 50 feet North 45°44' 56" East from the Northeast line of said Lot 2; the Northwest line of this parcel is the Northwest line extended of the strip of land described above; the Southeast line of this parcel is the Northwest line of the underground leased area shown on said Certified Survey Map.

ARTICLE I - TERM

This Right of Way, together with all rights, conditions and responsibilities set forth herein, shall run concurrently with a Ground Lease Agreement between Grantor and Grantee, recorded as Document No. 1872437 in the Office of the Dane County Register of Deeds. If said Ground Lease Agreement is cancelled or terminated, this Right of Way shall terminate automatically without further notice. If said Ground Lease Agreement is extended or is replaced with a new Ground Lease Agreement, this Right of Way shall be extended automatically to coincide with extension or replacement without notice.

ARTICLE II - ASSIGNMENT

A. Grantee shall not at any time assign this Right of Way except to owners of the building located on said Lot 2, or to any mortgagee, lender, guarantor, surety or other provider of any financial accommodation under which Grantee's performance is absolutely or contingently secured by Grantee's interest in the property leased under said Ground Lease Agreement or the building located on said Lot 2. Assignment/transfer of Grantee's interest in this Right of Way shall be simultaneous with the sale and/or mortgage of the said buildings, and all such assignments shall be subject to all of the terms hereof and all applicable laws and ordinances.

B. Grantee may include in its leases with tenants occupying the building located on said Lot 2 the use of the Right of Way, subject to the terms and conditions of this Agreement, but shall retain all of its responsibilities contained herein.

ARTICLE III - OBLIGATIONS OF GRANTEE

A. Grantee shall, at its sole cost and expense, pave, sign, maintain and repair the existing driveway within the limits of said Right of Way.

B. In the event Grantor determines it is in the best interest of the general public to vacate North Blount Street, Grantee shall join into the vacation proceedings at the request of Grantor as may be required by executing petitions and/or releasing any interest it may have in that portion of North Blount Street to be vacated. Prior to any action which shall occur in the vacation of North Blount Street, Grantor and Grantee shall agree to an alternate Right of Way for access from the Right of Way conveyed herein to a public street. Approval of the alternate access shall not unreasonably be withheld by either party, it being understood that diminution in convenience or attractiveness will be items of consideration.

ARTICLE IV - SNOW PLOWING RIGHTS OF GRANTEE

Grantee, when plowing snow from the driveway on this Right of Way, shall have the right to deposit the snow on adjacent lands in said Lot 3, provided that the deposited snow does not harm the park landscape or block the road access to park land northeast of this Right of Way.

ARTICLE V - RETAINING WALL WITHIN RIGHT OF WAY EASEMENT

It is acknowledged and understood that there is an existing retaining wall along the Northwest line of said Lot 1, a section of which encroaches into the Right of Way, and that the encroachment of this retaining wall into the Right of Way is permissive and can exist until such time as the retaining wall is removed or reconstructed. At such time as the retaining wall may be reconstructed, it shall be located entirely outside of the Right of Way, unless other arrangements regarding the location and existence of the retaining wall are negotiated between the parties hereto.

The responsibility for the maintenance of the existing retaining wall rests with Grantor, its successors and assigns. Grantee shall be responsible for the repair and replacement of said retaining wall made necessary by damage caused to the wall by Grantee, Grantee's tenants, agents, suppliers, assigns, guests or invitees of the Grantee's facilities located on said Lot 2 and part of said Lot 3.

ARTICLE VI - RIGHTS RETAINED BY GRANTOR

Except as provided in this Article VI, the Right of Way shall be an exclusive easement.

A. Grantor reserves the right to use the driveway within this Right of Way as a service drive for maintenance and service vehicles and for Police and emergency use.

B. Grantor, its successors and assigns, for itself, or in the event that Lot 1 of said Certified Survey Map sold, leased or assigned, reserves the right to grant itself, the purchaser, lessee or assignee of said Lot 1 the right to use that portion of the Right of Way abutting said Lot 1, subject to the purchaser, lessee or assignee of said Lot 1 and the Grantee herein entering into a Joint Driveway Agreement. Grantee shall not withhold its approval of a reasonable Joint Driveway Agreement.

C. In the event that North Blount Street is vacated or the street improvement located within the Blount Street Right of Way changed, Grantor reserves the right, at its sole cost, to extend, pave, maintain and repair an alternate Right of Way for access from a public street to connect to the Right of Way conveyed herein. Said alternate Right of Way may be a private and/or a public right of way. In the event it is private, the parties may enter into a new or amended Right of Way Agreement, if deemed necessary, which shall include similar conditions to those contained herein.

ARTICLE VII - INDEMNIFICATION AND HOLD HARMLESS

Grantor shall stand indemnified by Grantee as herein provided. Grantee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Grantor shall in no way be responsible therefor. In the use of the Right of Way, in the signing, construction, maintenance or repair thereof, and in the exercise or enjoyment of the same, Grantee shall indemnify, save harmless and defend Grantor from any and all losses that may proximately result to Grantor because of any negligence on the part of Grantee or Grantee's tenants, agents, suppliers, assigns, guests or invitees in their use of said Right of Way, except any damage and liability as may be caused by negligence on the part of Grantor, its successors and assigns.

ARTICLE VIII - INSURANCE REQUIREMENTS

The policy of Comprehensive General Liability Insurance issued pursuant to the conditions of said Ground Lease Agreement between the parties hereto shall specify that it includes the protection of Grantee and Grantor as set forth in ARTICLE VII herein.

ARTICLE IX - STORM SEWERS

Grantee shall have the right to install, construct, maintain, repair and/or replace storm sewer facilities within said Right of Way. The approximate location is shown on said Certified Survey Map.

ARTICLE X - SUBORDINATION

Grantee shall subordinate its rights in this Right of Way without compensation at the request of Grantor, to provide easements and rights of way for all public and private utilities across or along this easement, provided that neither such subordination nor such easements shall interfere, except temporarily during construction, with the practical use of the right of way to provide free and convenient access to said Lot 2 and that portion of said Lot 3 designated in said Certified Survey Map as a subterranean area leased to the Lessee of Lot 2 for an underground parking structure, and provided further that such subordination and easements shall not detract from Grantee's buildings and site improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 22nd day of March, 1985.

LESSEE ASSOCIATES
LINCOLN SCHOOL LIMITED PARTNERSHIP,
a Wisconsin limited partnership

BY: Thomas M. Neujahr
Thomas M. Neujahr, General Partner
for Urban Land Interests, Inc.
Managing General Partner
CITY OF MADISON

F. Joseph Sensenbrenner, Jr.
F. Joseph Sensenbrenner, Jr., Mayor

Dolores J. Meiller
Dolores J. Meiller, Deputy City Clerk

REGISTRARS OFFICE
DANE COUNTY, WIS.
RECORDED ON

85 APR 26 9:50

Richard R. Kunkel
Register of Deeds

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named Thomas M. Neujahr to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

William A. Reinhardt
Notary Public, State of Wisconsin
My Commission: expires 6-21-87

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named F. Joseph Sensenbrenner, Jr. and Dolores J. Meiller to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Madison who executed the foregoing instrument and acknowledged the same under authority of Resolution No. 38,705, File No. 5327-82, adopted by the Common Council of the City of Madison on the 18th day of January, 1983.

William A. Reinhardt
Notary Public, State of Wisconsin
My Commission expires 6-21-87

APPROVED AS TO FORM:

Henry A. Tempeler
Henry A. Tempeler, City Attorney

This instrument drafted by:
James M. Voss, Assistant City Attorney
Room 401, City-County Building
210 Monona Avenue

Jun

DANE COUNTY
REGISTER OF DEEDS

AMENDMENT OF MORTGAGE
AND ASSIGNMENT OF RENTS

Doc No 2752488

1996-04-10 04:38 PM
Trans. Fee 0.00
Rec. Fee 16.00
Pages 4

This AMENDMENT OF MORTGAGE dated as of April 1, 1996 ("Amendment") is by and between LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP (the "Mortgagor") and NORWEST BANK WISCONSIN, NATIONAL ASSOCIATION, successor in interest to First Interstate Bank of Sheboygan, Wisconsin ("Lender").

WITNESSETH

V32541P 56

WHEREAS, the Mortgagor has executed and delivered to Lender a Leasehold Mortgage and Security Agreement dated as of April 1, 1985 that was recorded in the Register of Deeds Office for Dane County, Wisconsin on April 26, 1985 in Volume 6725 at Pages 64 through 86, inclusive, as Document No. 1877085 (the "Mortgage"), with respect to the real property more particularly described on Exhibit A hereto; and

WHEREAS, the Mortgagor has executed and delivered to Lender an Collateral Assignment of Leases and Rents dated as of April 1, 1985 that was recorded in the Register of Deeds Office for Dane County, Wisconsin on April 26, 1988 on Volume 6726 at Pages 11 through 18, inclusive, as Document No. 1877087 (the "Assignment of Rents"), also with respect to the real property more particularly described on Exhibit A hereto (the Mortgage and the Assignment of Rents are sometimes collectively referred to herein as the "Collateral Documents"); and

WHEREAS, the Collateral Documents were executed and delivered to secure the Mortgagor's obligations with respect to a reimbursement agreement relating to a letter of credit in the original face amount of \$1,484,904.22, as such reimbursement agreement has been most recently amended and restated by a Second Amended and Restated Reimbursement Agreement dated as of April 1, 1996 by and between the Mortgagor and Lender (the "Second Amended and Restated Reimbursement Agreement"); and

WHEREAS, the parties hereto wish to change the references to the Reimbursement Agreement in the Collateral Documents to refer to the Second Amended and Restated Reimbursement Agreement and change the references to the mortgagee in the Collateral Documents to refer to the name and address of the Bank;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. References. The term "Reimbursement Agreement" where it appears in the Collateral Documents shall refer to the Second

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PARCEL A

A leasehold estate created by a Ground Lease Agreement recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, from the City of Madison to Lincoln School Associates Limited Partnership, demising premises described as follows: Lot Two (2) of Certified Survey Map #4607, recorded on March 22, 1985 in Volume 20 of Certified Surveys, pages 140, 141 and 142, as Document No. 1872436; and

PARCEL B

A leasehold estate created by a Ground Lease Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 22, as Document No. 1872437 from the City of Madison to Lincoln School Associates Limited Partnership, demising premises described as follows: A portion of Lot Three (3) of Certified Survey Map #4607, recorded on March 22, 1985 in Volume 20 of Certified Surveys, pages 140, 141 and 142, as Document No. 1872436, consisting of subterranean space, vertical dimension of 18 feet, with a top horizontal plane at the elevation of 43 feet, City of Madison Datum. The horizontal boundaries of the subterranean space are described as follows:

Beginning at the Easterly corner of said Lot Two (2); thence North 45° 44' 56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44° 15' 04" West, 106.05 feet; thence South 45° 44' 56" West, to a point on the Southwesterly line of said Lot 3; thence south 44° 15' 04" East along said Southwesterly line, 106.05 feet to the point of beginning; and

PARCEL C

A non-exclusive right-of-way for the benefit of Parcels A and B as shown on Certified Survey Map #4607 recorded as Document No. 1872436 and the Right of Way Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 38, as Document No. 1872438; and

PARCEL D

Fee simple title to that certain school building and all other improvements situated upon Lot Two (2) of Certified Survey Map #4607 recorded as Document No. 1872436.

Parcel No. 60-0709-132-1502-0

1877087

COLLATERAL ASSIGNMENT OF
LEASES AND RENTS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS, is given by Lincoln School Associates Limited Partnership, a Wisconsin limited partnership ("Assignor"), to First Interstate Bank of Wisconsin, Sheboygan, Wisconsin, a Wisconsin banking corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has entered into a certain Reimbursement Agreement dated as of April 1, 1985, with Assignee ("Reimbursement Agreement") with respect to the financing of the improvements undertaken by Assignor with respect to the property described on Exhibit A ("Property") pursuant to which Assignee has issued an irrevocable Letter of Credit in the amount of up to \$1,484,904.22 (the "Letter of Credit") to assist Assignor in obtaining such financing and Assignor has agreed to pay Bank the amount of any drafts drawn under the Letter of Credit as well as certain other payments described in the Reimbursement Agreement;

WHEREAS, Assignor has executed a certain mortgage dated this same date with respect to the Property described on Exhibit A (the "Mortgage") to secure performance of all of its covenants, agreements, and provisions contained in the Reimbursement Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer, and assign to Assignee all of the Assignor's right, title, and interest in and to (including those now owned or hereafter acquired) (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Property (all of which, together with any and all extensions, modifications, and renewals, are collectively referred to as the "Leases" or singularly as a "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due and payable to Assignor as the result of any use, possession, or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which are collectively referred to as "Rents"), all for the purpose of securing:

A. Payment of all indebtedness of Assignor evidenced by the Reimbursement Agreement of even date herewith between Assignor and Assignee.

B. Performance and discharge of each and every obligation, covenant, and agreement of the Assignor contained herein and in the Mortgage and Reimbursement Agreement, including the Bank Security Documents as defined in the Reimbursement Agreement.

Assignor warrants and covenants that it has the right under applicable law, the Leases, its formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform all of its obligations pursuant to it; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising, except the claims of Senior Lease, as defined in Mortgage.

The Assignor further covenants and agrees with Assignee as follows:

1. Performance of Leases. Assignor will faithfully abide by, perform, and discharge each and every obligation, covenant, and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition, and agreement to be performed by

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the tenant under each and every Lease. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property. Assignor will give prompt written notice to Assignee of any notice of default on the part of Assignor with respect to any Lease, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties, or liabilities of Assignor or any tenant pursuant to said Lease. Assignor will not lease or otherwise permit the use of all or any portion of the Property for rent that is below the fair market rent for such property, except as required by any land use restriction agreement required by the City of Madison, Wisconsin.

2. Collection of Rents. The condition of this Assignment is such that unless and until there occurs a default under the various provisions of the Mortgage or Reimbursement Agreement, Assignor may continue to enjoy its powers and privileges pursuant to said Leases and Rents; provided, however, that from and after Assignor's default, Assignor is immediately and absolutely divested of all its right, title, and interest in and to all Leases, Rents, and profits as hereby assigned; and Assignee becomes immediately and irrevocably entitled to all of Assignor's right, title, and interest in and to the Leases, Rents, and profits hereby assigned, including specifically the right to collect Rents and profits.

3. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Assignee may, without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Assignee deems appropriate to protect its security, including, specifically, without limitation, the right to commence, appear in, and defend any action or proceeding purporting to affect its said security, or the right or powers of Assignor, and also the right to perform and discharge each and every obligation, covenant, and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ such powers to pay immediately upon demand all sums expended by Assignor under the authority of this agreement, together with interest thereon at the default rate provided in the Reimbursement Agreement.

4. Present Assignment. This Assignment constitutes a perfected, absolute, and present assignment, subject only to the conditions of Paragraph (2) above and a corresponding assignment to the Community Development Authority of the City of Madison, Wisconsin.

5. Defaults and Remedies. On any failure to comply with the provisions of this Assignment which is not cured after thirty (30) days written notice thereof or the various provisions of the Mortgage, or Reimbursement Agreement (and after any cure period) Assignee may, at its option, at any time:

A. In the name, place, and stead of Assignor and without becoming a mortgagee in possession: (i) enter upon, manage, and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property; (ii) make, enforce, modify, and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix, or modify the Rents and enforce all rights of Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;

B. With or without exercising the rights set forth in subparagraph (A) above, give or require Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to Assignee;

C. Apply for the appointment of a receiver regarding the Property, whether or not foreclosure proceedings are pending under the Mortgage and, if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits, and income shall not cure or waive any event of default, or notice of default, under the Note, Mortgage, or Reimbursement Agreement, nor invalidate any act done pursuant to such notice.

6. Application of Rents, Profits and Income. All Rents collected by Assignee or the receiver each month are to be applied in the following order of priorities:

A. To payment of all reasonable fees of the receiver approved by the court;

B. To payment of all prior or current real estate taxes and special assessments with respect to the Property;

C. To payment of all premiums then due for the insurance required by the provisions of the Mortgage;

D. To payment of expenses incurred for normal operation and maintenance of the Property; and

E. To payment of all other obligations under the Reimbursement Agreement.

The rights and powers of Assignee under this Assignment and the application of Rents under this Paragraph (6) shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

7. Assignee Not to Become Liable. Assignee is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor under the Leases. This Assignment shall not operate to place upon Assignee responsibility for the control, care, management, or repair of the Property or for the performance of any of the terms and conditions of the Leases. Assignee is not responsible or liable for any waste committed on the Property, or for any dangerous or defective condition of the Property.

8. Assignor's Indemnification. The Assignor hereby agrees to indemnify and to hold Assignee harmless of and from any and all claims, demands, liability, loss, or damage, including all costs, expenses, and reasonable attorney's fees asserted against, imposed on or incurred by Assignee in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Assignee to perform or discharge any of the terms, covenants, or agreements contained in the Leases, except as provided below. In the event Assignee incurs any such liability, except to the extent that the same arise out of intentional and willful conduct in conscious disregard of the interests of the Assignor by the Assignee, the amount thereof, together with interest thereon at the Default Rate, as provided in the Reimbursement Agreement, shall be secured by this Assignment. Assignor shall reimburse Assignee therefor immediately upon demand.

9. Authorization to Tenant. Upon notice from Assignee that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized

and directed to pay to Assignee all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Assignee without the necessity for a judicial determination that a default has occurred or that Assignee is entitled to exercise its rights pursuant to this Assignment, and to the extent such sums are paid to Assignee, Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Assignee alone is sufficient for the exercise of any rights under this Assignment, and the receipt by Assignee alone of any sums received is full discharge and release of any such tenant or occupant of the Property. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Assignee, be drawn to the exclusive order of Assignee.

10. Satisfaction. Upon full satisfaction of the Reimbursement Agreement and Mortgage, this Assignment shall automatically become null and void and of no further effect.

11. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee as a mortgagee in possession.

12. Specific Assignment of Leases. Upon notice by Assignee, Assignor agrees to transfer and assign to Assignee, any and all specific Leases that Assignee requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, the Assignor will properly file or record such assignment, at Assignor's expense, if requested by Assignee.

13. Unenforceable Provisions Severable. All rights, powers, and remedies provided in this document are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law, and are intended to be limited to the extent necessary not to render this Assignment invalid, unenforceable or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal, or unenforceable, the validity of other terms are intended to remain unaffected.

14. Successors and Assigns. The covenants and agreements herein contained shall be binding upon, and the rights hereunder shall inure to, the respective successors and assigns of Assignor and Assignee, including any purchaser at a foreclosure sale.

15. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in a writing signed by Assignor and Assignee. All notices required by this Assignment are deemed sufficient on the third business day after deposit in the United States mail, postage prepaid, if addressed to the parties at their respective addresses as set forth in this Assignment, or at such other address as is specified in writing by either party to the other.

(a) If the Assignee:

First Interstate Bank of
Wisconsin, Sheboygan, Wisconsin
636 Wisconsin Avenue
P.O. Box 171
Sheboygan, Wisconsin 53082-0171
Attn: Loan Operations

with a copy to:

Stephen E. Richman, Esq.
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

(b) If the Assignor:

Lincoln School Associates Limited Partnership
c/o Urban Land Interests, Inc.
301 North Broom Street
Madison, Wisconsin 53703

with a copy to:

Godfrey & Kahn
780 N. Water Street
Milwaukee, Wisconsin 53202
Attn: Stephen L. Chernof

16. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

17. Absence of Personal Liability. No partner, either general or limited, of the Assignor assumes personal liability or shall be construed as being personally liable for the payment of any sums or amounts due hereunder, or the performance of any obligation or agreement hereunder except with respect to obligations under Section 8 hereof and all such liability is hereby expressly waived by the Assignee. Upon the occurrence of default, the Assignee shall look solely to the Bank Security Documents, the Guaranty and the Bond Security Documents as defined in the Reimbursement Agreement and other Bond collateral if it is a Bondholder and any other collateral securing this Agreement for the satisfaction of any amount due hereunder other than pursuant to Section 8 and shall have no recourse hereunder to any other assets of the Assignor or any of its partners.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 1st day of April, 1985.

LINCOLN SCHOOL ASSOCIATES LIMITED
PARTNERSHIP, A Wisconsin Limited
Partnership

By: Urban Land Interests, Inc.,
a Wisconsin corporation,
Its Managing General Partner

By Thomas M. Neujahr
Thomas M. Neujahr, President

Attest Bradley A. Binkowski
Bradley A. Binkowski, Secretary

EXHIBIT A

PARCEL A

A leasehold estate created by a Ground Lease Agreement recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, from the City of Madison to Lincoln School Associates Limited Partnership, demising premises described as follows: Lot Two (2) of Certified Survey Map #4607, recorded on March 22, 1985 in Volume 20 of Certified Surveys, pages 140, 141 and 142, as Document No. 1872436; and

PARCEL B

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PARCEL C

A non-exclusive right-of-way for the benefit of Parcels A and B as shown on Certified Survey Map #4607 recorded as Document No. 1872436 and the Right of Way Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 38, as Document No. 1872438; and

PARCEL D

Fee simple title to that certain school building and all other improvements situated upon Lot Two (2) of Certified Survey Map #4607 recorded as Document No. 1872436.

Robert E. [Signature]
Register of Deeds

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REGISTER'S OFFICE
DANE COUNTY, WIS. S.
RECORDED ON

MORTGAGE

DANE COUNTY REGISTER OF DEEDS

DOCUMENT NUMBER:

DOCUMENT # 4669793

07/06/2010 2:13 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 15

RETURN ADDRESS:

Wells Fargo Bank, National Association
Attn: Collateral Processing, Rep III
730 2nd Avenue South, Suite 1000
Minneapolis, MN 55479

US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117 76468695-01

PARCEL I.D. NUMBER: 251-0709-132-1599-07; 251-0709-132-1502-0

rec. 1st



200125529902500490

469560842-91

THIS MORTGAGE dated June 22, 2010, is made and executed between Lincoln School Associates Limited Partnership, a Wisconsin Limited Partnership, whose address is 10 E Doty Street Suite 300, Madison, WI 53703 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 1241 John Q Hammons Dr, Suite 501, Madison, WI 53717 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Dane County, State of Wisconsin:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 720 E. Gorham Street, Madison, WI 53703. The Real Property tax identification number is 251-0709-132-1599-07; 251-0709-132-1502-0.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;

**MORTGAGE
(Continued)**

Loan No: 4695600842-83

Page 3

(4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and

(5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if

Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Subrogation. Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have

the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole

discretion, as being an adequate reserve or bond for the dispute.

Lease Default. Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so

as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; and (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement, hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in Court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and

will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party shall be entitled to join or consolidate disputes by or against others who are not parties to this agreement in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the documents or any relationship between the parties.

G. State-Specific Provisions.

If California law governs the Dispute, the following provision is included:

Real Property Collateral: Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

If Idaho law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Montana law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Montana, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Nevada law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If South Dakota law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of South Dakota, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and

enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

DEFINITION OF INDEBTEDNESS. The definition of "Indebtedness" herein includes, without limitation, all liability of Borrower or other party having its obligations to Lender secured by this Mortgage, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Lender in connection with the Note.

ENCUMBRANCES. Grantor/Mortgagor/Trustor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not past due.

APPRAISALS, FEES AND EXPENSES. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this mortgage.

LEASES AND RENTS. Grantor/Trustor/Mortgagor presently assigns to Lender all of Grantor/Trustor/Mortgagor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. **This Assignment of Rents is given to secure (A) Payment of the Indebtedness and (B) Performance of any and all obligations under the Note and Mortgage/Deed of Trust.** Grantor/Trustor/Mortgagor's present assignment to Lender hereunder is of all present and future leases includes all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, together with all guarantees of and security for any tenant's performance, and all extensions, renewals and modifications thereto (as used in this paragraph, each, a "Lease" and collectively, the "Leases"), together with any and all Rents from the Property. This assignment shall not impose upon Lender any duty to produce Rents, nor cause Lender to be a "mortgagee in possession," or responsible for performing any of the obligations of the lessor under any Lease. Lender confers upon Grantor/Trustor/Mortgagor a license to collect and retain the Rents as they come due, until the occurrence of any Event of Default, at which time the license shall be automatically revoked, and Lender, or its designated agent may, at its option and without notice, make, cancel, enforce or modify any Lease or Rents, collect Rents and do any acts which Lender deems proper to protect the security hereof or exercise any other right or remedy hereunder. Grantor/Trustor/Mortgagor represents and warrants that there exists no material default under present Leases and that those Leases are in full force and effect. Lender, at its option and without notice, may notify any tenant of this assignment of the Leases and Rents. Grantor/Trustor/Mortgagor agrees, at its expense, (i) to comply with and enforce all the terms and conditions under each Lease, and defend in any action in connection with any Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease, nor waive or release any tenant under any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) to give prompt notice to Lender of any default by any tenant under any Lease, and of any notice of default on the part of Grantor/Trustor/Mortgagor under any Lease received from a tenant. Should Grantor/Trustor/Mortgagor fail to do any act required to be done by Grantor/Trustor/Mortgagor hereunder, then Lender, at its option and without notice, may make or do the same in such manner and to such extent as Lender deems necessary to protect the security hereof. Grantor/Trustor/Mortgagor agrees to pay to Lender immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Indebtedness, and the same, at Lender's option, may be added to the Indebtedness and secured hereby.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required herein, may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an

association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wisconsin.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to, subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Lincoln School Associates Limited Partnership and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Lincoln School Associates Limited Partnership.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lease. The word "Lease" means the lease of the Property dated March 22, 1985, between The City of Madison, Landlord and Grantor, which was recorded as follows: Lessor and Lessee shall enter into a Right of Way Agreement, recorded as Document No. 1872438, in the Dane County Register of Deeds Office and shown on said Certified Survey Map No. 4607. Said Right of Way Agreement is essential to the leasehold interest created by this Ground Lease Agreement..

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated June 22, 2010, in the original principal amount of \$388,205.36 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is June 15, 2015.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP

By: 
Thomas M. Neujahr, Partner of Lincoln School Associates Limited Partnership

By: 
Bradley A. Binkowski, Partner of Lincoln School Associates Limited Partnership

URBAN LAND INVESTMENTS, INC., Managing General Ptr of Lincoln School Associates Limited Partnership

By: 
Thomas M. Neujahr, President/Treasurer of Urban Land Investments, Inc.

By: 
Bradley A. Binkowski, Vice President/Secretary of Urban Land Investments, Inc.

This Mortgage was drafted by: Jason Engledow

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Lincoln School Associates Limited Partnership authenticated this _____ day of _____, 20_____.

Title: Member State Bar of Wisconsin or _____ authorized under Section 706.06, Wis. Stats.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Dane) SS

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 2010, before me, the undersigned Notary Public, personally appeared Thomas M Neujahr, Partner of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Dane) SS

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 2010, before me, the undersigned Notary Public, personally appeared Bradley A Binkowski, Partner of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Thomas M Neujahr, President/Treasurer of Urban Land Investments, Inc., Managing General Ptr of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Bradley A Binkowski, Vice President/Secretary of Urban Land Investments, Inc., Managing General Ptr of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

EXHIBIT "A"

PARCEL A:

A leasehold estate created by Ground Lease Agreement herein referred to as the Lease executed by:

The City of Madison, Lessor and Lincoln School Associates Limited Partnership, Lessee, recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, demising premises described as follows: Lot Two (2) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin.

The Lessee's interest in said Lease was assigned by Lincoln School Associates Limited Partnership to FIRST INTERSTATE BANK OF WISCONSIN by assignment recorded on April 26, 1985, in Volume 6725 of Records, page 87, as Document No. 1877086.

PARCEL B:

A leasehold estate, created by Ground Lease Agreement herein referred to as the Lease executed by:

The City of Madison, Lessor and Lincoln School Associates Limited Partnership, Lessee, recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, demising premises described as follows:

A portion of Lot Three (3) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin, consisting of a subterranean space, vertical dimension of 18 feet, with a top horizontal plane at elevation of 43 feet, City of Madison Datum. The horizontal boundaries of the subterranean space are described as follows:

Beginning at the Easterly corner of said Lot Two (2); thence North 45° 44' 56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44° 15' 04" West, 106.05 feet; thence South 45° 44' 56" West, to a point on the Southwesterly line, 106.05 feet to the point of beginning.

The Lessee's interest in said Lease was assigned by Lincoln School Associates Limited Partnership to FIRST INTERSTATE BANK OF WISCONSIN by assignment recorded on April 26, 1985, in Volume 6725 of Records, page 87, as Document No. 1877086.

PARCEL C:

A non-exclusive right of way for the benefit of Parcels A and B as shown on Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin and the Right of Way Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 38, as Document No. 1872438.

PARCEL D:

Fee Simple in and to ownership of the buildings and improvements located on Lot Two (2) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin.

TAX ROLL PARCEL NUMBER: 251/0709-132-1502-0
ADDRESS PER TAX ROLL: 720 E. GORHAM ST. E

TAX ROLL PARCEL NUMBER: 251/0709-132-1599-7
PRIMARY ADDRESS TAX ROLL: 720 E. GORHAM ST.



+U01360622+

0600 6/30/2010 76468695/1

ASSIGNMENT OF RENTS

DANE COUNTY REGISTER OF DEEDS

DOCUMENT NUMBER:

DOCUMENT # 4673234

07/19/2010 2:24 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 11

RETURN ADDRESS:

Wells Fargo Bank National Association
Attn: Collateral Processing - Rep III
730 2nd Avenue South, Suite 1000
Minneapolis, MN 55479

7446868-02
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117 *see 211*

PARCEL I.D. NUMBER: 251-0709-132-1599-07; 251-0709-132-1502-0



200125529902500090

4695600842
91

THIS ASSIGNMENT OF RENTS dated June 22, 2010, is made and executed between Lincoln School Associates Limited Partnership, a Wisconsin Limited Partnership, whose address is 10 E Doty Street Suite 300, Madison, WI 53703 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 1241 John Q Hammons Dr, Suite 501, Madison, WI 53717 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Dane County, State of Wisconsin:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 720 E. Gorham Street, Madison, WI 53703. The Property tax identification number is 251-0709-132-1599-07; 251-0709-132-1502-0. Grantor's interest in the Property is a leasehold interest as set forth in the Lease described below.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority, acting alone, to enter into this Assignment and to assign and convey the Rents to Lender.

**ASSIGNMENT OF RENTS
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No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Wisconsin and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

FURTHER ASSURANCES. The parties hereto agree to do all things deemed necessary by Lender in order to fully document the loan evidenced by this Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness. The undersigned agree to assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note. Borrower further agrees to pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real property pledged as collateral for this Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, and the parties waive any rights to privacy it

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may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; and (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement, hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. **DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.**

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in Court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party shall be entitled to join or consolidate disputes by or against others who are not parties to this agreement in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the documents or any relationship between the parties.

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G. State-Specific Provisions.

If California law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

If Idaho law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Montana law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Montana, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Nevada law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If South Dakota law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of South Dakota, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Wisconsin.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Lincoln School Associates Limited Partnership.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Lincoln School Associates Limited Partnership.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means the promissory note dated June 22, 2010, in the original principal amount of \$388,205.36 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental

ASSIGNMENT OF RENTS
(Continued)

Loan No: 4695600842-83

Page 7


agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

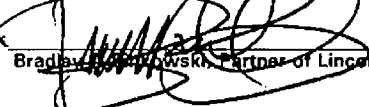
Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JUNE 22, 2010.

GRANTOR:

LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP

By: 
Thomas M. Neujahr, Partner of Lincoln School Associates Limited Partnership

By: 
Bradley W. Brkowsky, Partner of Lincoln School Associates Limited Partnership

URBAN LAND INVESTMENTS, INC., Managing General Ptr of Lincoln School Associates Limited Partnership

By: 
Thomas M. Neujahr, President/Treasurer of Urban Land Investments, Inc.

By: 
Bradley W. Brkowsky, Vice President/Secretary of Urban Land Investments, Inc.

This ASSIGNMENT OF RENTS was drafted by: Jason Engledow

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Lincoln School Associates Limited Partnership authenticated this _____ day of _____, 20_____.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

ASSIGNMENT OF RENTS
(Continued)

Loan No: 4695600842-83

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Thomas M Neujahr, Partner of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Bradley A Binkowski, Partner of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Megan Wood
Megan Wood
(Type or Print Name)

Residing at Wells Fargo Bank

Notary Public in and for the State of Wisconsin

My commission expires 6/9/2013

ASSIGNMENT OF RENTS
(Continued)

Loan No: 4695600842-83

Page 9

PARTNERSHIP ACKNOWLEDGMENT

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Thomas M Neujahr, President/Treasurer of Urban Land Investments, Inc., Managing General Ptr of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Megan Wood Residing at Wells Fargo Bank
Megan Wood
(Type or Print Name)

Notary Public in and for the State of Wisconsin My commission expires 6/9/2013

PARTNERSHIP ACKNOWLEDGMENT

MEGAN WOOD
NOTARY PUBLIC
STATE OF WISCONSIN

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

On this 24th day of June, 20 10, before me, the undersigned Notary Public, personally appeared Bradley A Binkowski, Vice President/Secretary of Urban Land Investments, Inc., Managing General Ptr of Lincoln School Associates Limited Partnership, and known to me to be a partner or designated agent of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Megan Wood Residing at Wells Fargo Bank
Megan Wood
(Type or Print Name)

Notary Public in and for the State of Wisconsin My commission expires 6/9/2013

EXHIBIT "A"

PARCEL A:

A leasehold estate created by Ground Lease Agreement herein referred to as the Lease executed by:

The City of Madison, Lessor and Lincoln School Associates Limited Partnership, Lessee, recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, demising premises described as follows: Lot Two (2) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin.

The Lessee's interest in said Lease was assigned by Lincoln School Associates Limited Partnership to FIRST INTERSTATE BANK OF WISCONSIN by assignment recorded on April 26, 1985, in Volume 6725 of Records, page 87, as Document No. 1877086.

PARCEL B:

A leasehold estate, created by Ground Lease Agreement herein referred to as the Lease executed by:

The City of Madison, Lessor and Lincoln School Associates Limited Partnership, Lessee, recorded on March 22, 1985, in Volume 6613 of Records, page 22, as Document No. 1872437, demising premises described as follows:

A portion of Lot Three (3) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin, consisting of a subterranean space, vertical dimension of 18 feet, with a top horizontal plane at elevation of 43 feet, City of Madison Datum. The horizontal boundaries of the subterranean space are described as follows:

Beginning at the Easterly corner of said Lot Two (2); thence North 45° 44' 56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44° 15' 04" West, 106.05 feet; thence South 45° 44' 56" West, to a point on the Southwesterly line, 106.05 feet to the point of beginning.

The Lessee's interest in said Lease was assigned by Lincoln School Associates Limited Partnership to FIRST INTERSTATE BANK OF WISCONSIN by assignment recorded on April 26, 1985, in Volume 6725 of Records, page 87, as Document No. 1877086.

PARCEL C:

A non-exclusive right of way for the benefit of Parcels A and B as shown on Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin and the Right of Way Agreement recorded on March 22, 1985 in Volume 6613 of Records, page 38, as Document No. 1872438.

PARCEL D:

Fee Simple in and to ownership of the buildings and improvements located on Lot Two (2) of Certified Survey Map No. 4607 recorded in the Dane County, Wisconsin Register of Deeds Office in Volume 20 of Certified Survey Maps, page 140, as Document No. 1872436, in the City of Madison, Dane County, Wisconsin.

TAX ROLL PARCEL NUMBER: 251/0709-132-1502-0
ADDRESS PER TAX ROLL: 720 E. GORHAM ST. E

TAX ROLL PARCEL NUMBER: 251/0709-132-1599-7
PRIMARY ADDRESS TAX ROLL: 720 E. GORHAM ST.



United States Certificate No 1316
Mason & Doty The United States of America

In all to whom these presents shall come Greeting
Whereas Stevens J Mason and James S Doty of Michigan have deposited in the
General Land Office of the United States a certificate of the Register of the Land Office
at Green Bay whereby it appears that full payment has been made by the said Stevens
J Mason and James S Doty according to the provisions of the act of Congress of the
24th of April 1850 entitled an act making further provisions for the sale of the Public
Lands for fractional sections thirteen fourteen and twenty four in Township Seven North
of Range Three East in the district of lands subject to sale at Green Bay Wisconsin Ter-
ritory containing six hundred and seventy one acres and eighty four hundredths of an acre
according to the official plat of the Survey of the said lands returned to the General
Land Office by the Surveyor General, which said tract has been purchased by the said
Stevens J Mason and James S Doty Now Know Ye that the United States of America in
consideration of the premises and in conformity with the several acts of Congress in such
cases made and provided Have Given and Granted and by these presents do Give and
Grant unto the said Stevens J Mason and James S Doty and to their heirs the said tract
above described. It Have And To Hold the same together with all and singular the rights
privileges immunities and appurtenances of whatsoever nature thereunto belonging unto the
said Stevens J Mason and James S Doty and to their heirs and assigns forever to have
in common and not as joint tenants

In Testimony whereof I Martin Van Buren President of the United States of America have
caused these letters to be made Patent and the seal of the General Land Office to be
hereunto affixed.

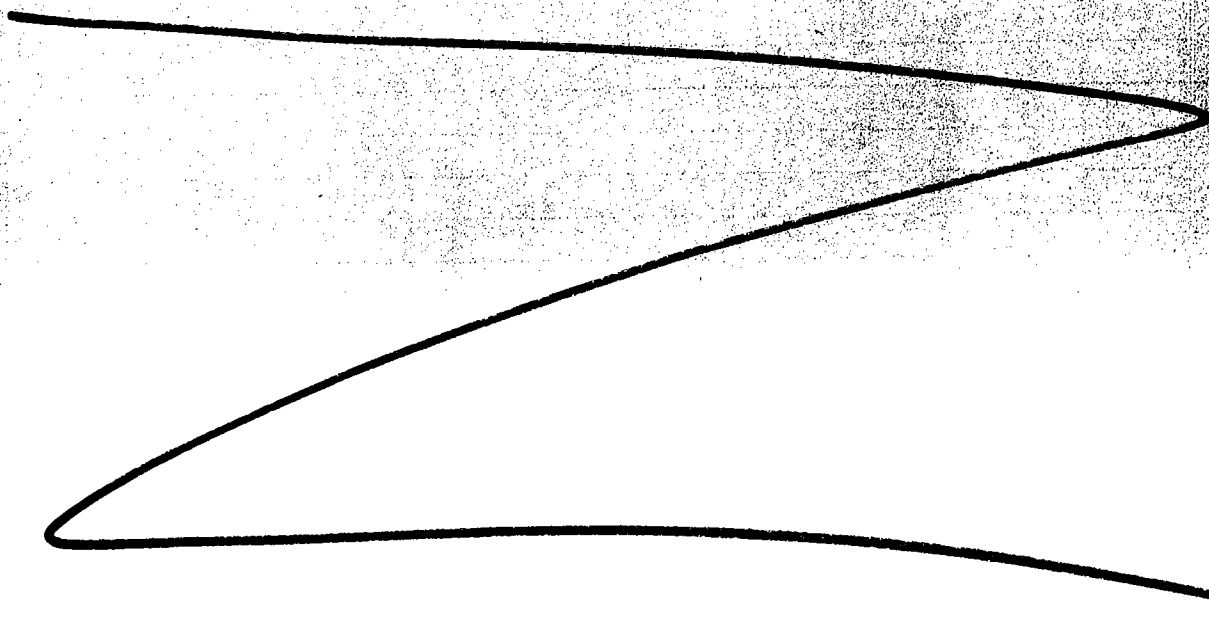
Given under my hand at the City of Washington the tenth day of
August in the year of our Lord one thousand eight hundred and thirty
seven And of the Independence of the United States the sixty second

Recorded in Vol 3 Page 214

By the President Martin Van Buren
By A Van Buren Secy
By J Wilson Acting Recorder of the
General Land Office
ad interim

Recd for Record Oct 16th 1837
at 7 o'clock P.M.

G S Long Regy
By P J Morris Dept



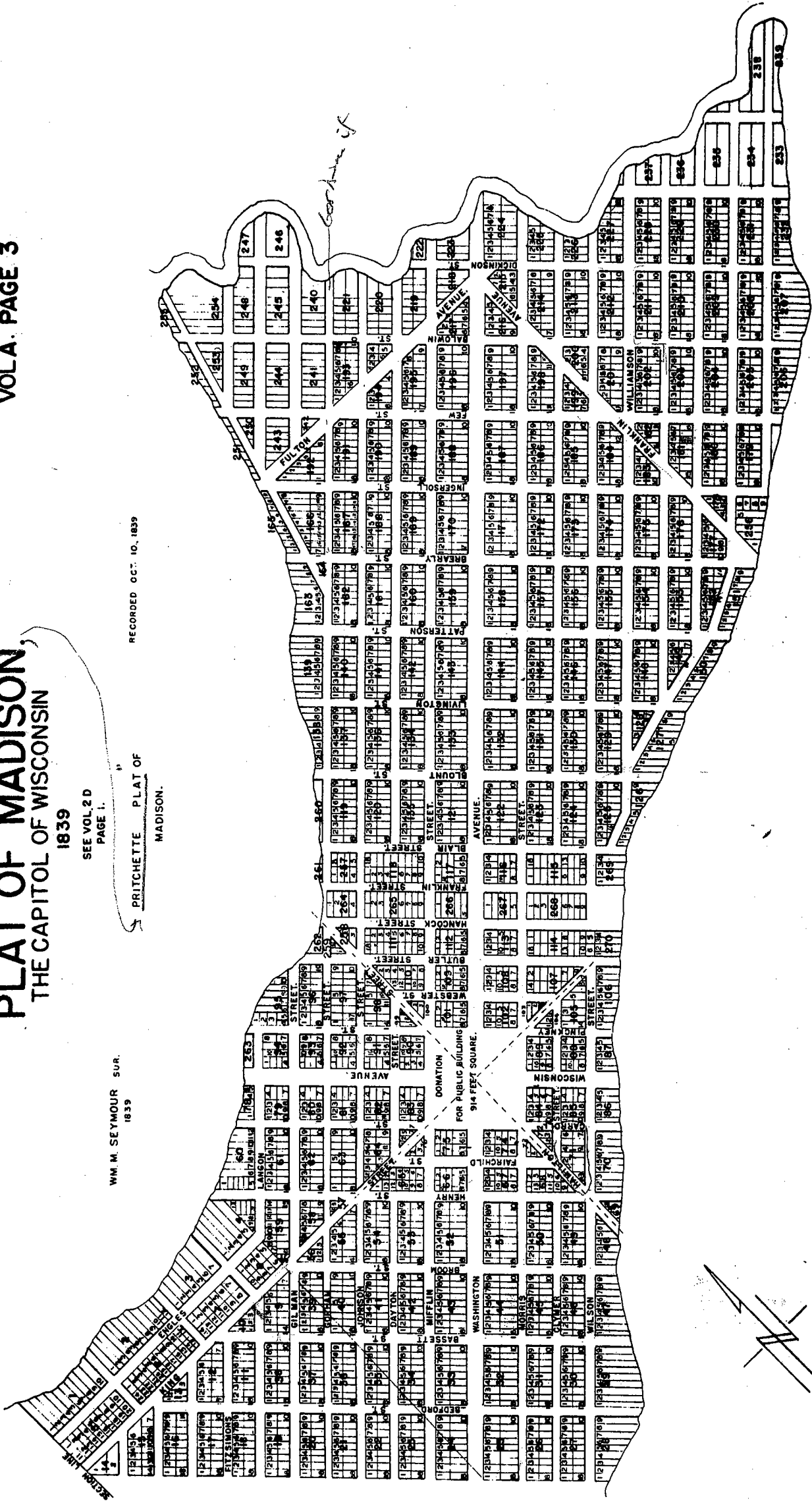
PLAT OF MADISON, THE CAPITAL OF WISCONSIN 1839

SEE VOL. 2 D
PAGE 1.

WM. M. SEYMOUR SUR.
1839

RECORDED OCT. 10, 1839

PRITCHETTE PLAT OF
MADISON.



TERRITORY OF WIS. 55
COUNTY OF DANE

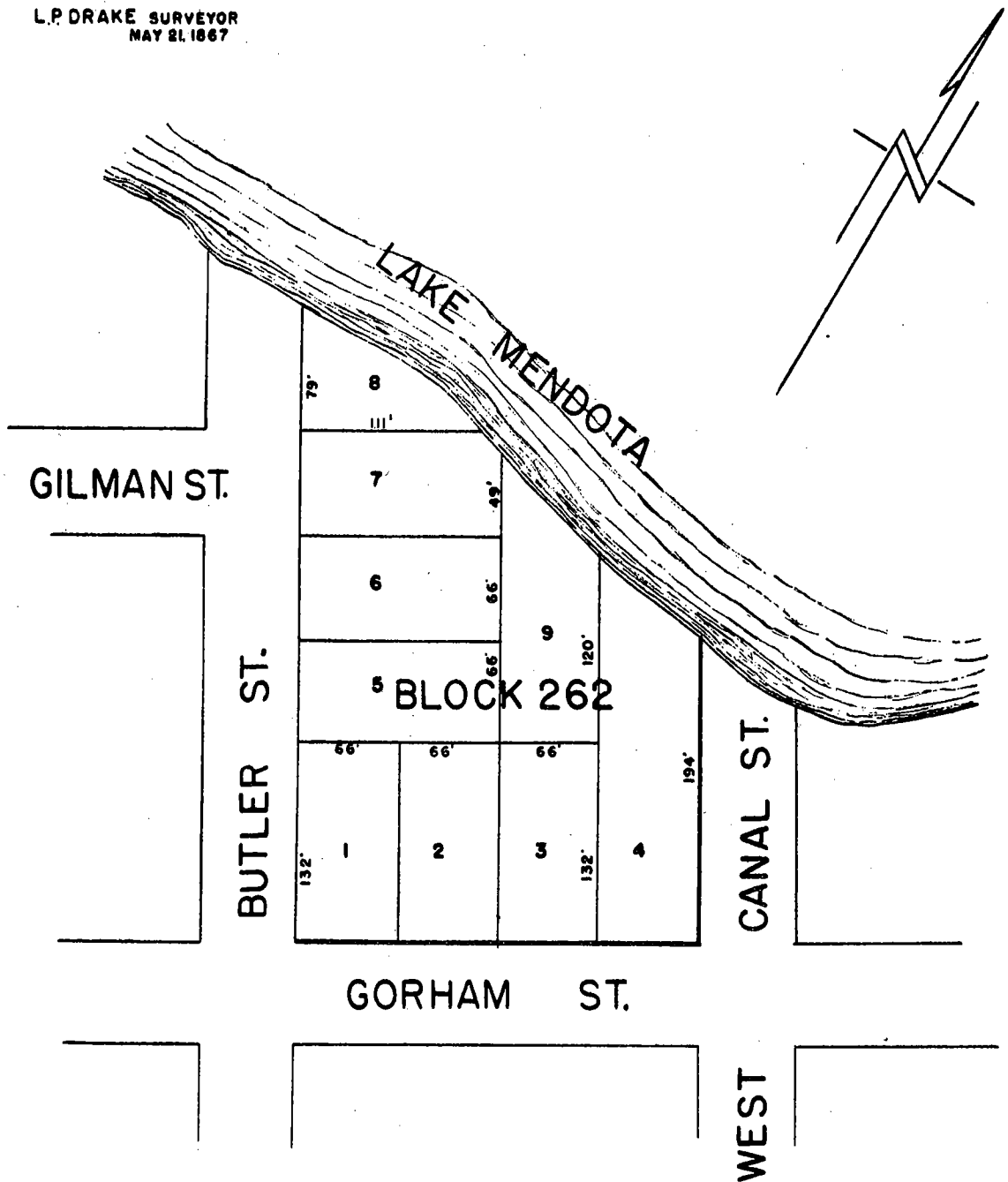
I WILLIAM M. SEYMOUR DISTRICT SURVEYOR OF SAID COUNTY OF DANE, DO CERTIFY THAT THE WITHIN IS A TRUE AND CORRECT PLAT OR MAP OF THE TOWN OF MADISON IN SAID CO. OF DANE AND THAT ALL THE STREETS, ALLEYS COMMON AND PUBLIC GROUNDS AND ALL THE LOTS AND BUILDINGS THEREON ARE CORRECTLY DESCRIBED AND SET FORTH IN THE MAP AND THAT THE STREETS IN SAID TOWN ARE THE SAME AS SET FORTH ON SAID PLAT. ALL THE STREETS ARE 66 FEET WIDE AND ALL THE ALLEYS ARE 33 FEET WIDE. THE COURSE OF THE WISCONSIN RIVER IS AS SHOWN ON SAID PLAT AND THE COURSE OF THE LAKE OPPOSITE TO THEM. THE BOUNDARIES EXTEND TO ALL THE STREETS, AVENUES AND ALLEYS IN THE SAME AS REPRESENTED. ON SAID PLAT ALL THE FULL LOTS ARE 66 FEET WIDE AND 152 FEET LONG EXCEPT THOSE IN BLOCK 24, 25, 33, 34, 42, 43, 52, 53, 121, 122, 132, 133, 143, 144, 150, 159, 170, 171, 187, 196, 197, 210, 216, 217, 219, 223 AND 224 WHICH ARE 66 FEET WIDE AND 165 FEET LONG. ALL PRACTICAL LOTS ARE OF THE LENGTH AND WIDTH AS REPRESENTED ON SAID PLAT. FURTHER CERTIFY THAT THERE IS A STONE PLACED AND FIXED AT THE N. COR. OF THE PUBLIC SQUARE OF SAID TOWN WHICH IS SITUATED 900 FEET DUE N. FROM THE COR. OF SEC. 13, 14, 23, AND 24, IN T. 7, OF RANGE 9.

WILLIAM S SEYMOUR DISTRICT SURVEYOR

A.W. DEAN'S
SUBDIVISION OF BLOCK 262
CITY OF MADISON.

SCALE 66' TO 1" INCH.
 JULY 11, 1867

L.P. DRAKE SURVEYOR
 MAY 21, 1867



I, HEREBY CERTIFY THAT THE PLAT ON THIS SHEET REPRESENTS A CORRECT SUBDIVISION OF BLOCK NO. 262, IN THE CITY OF MADISON, MADE FOR N.W. DEAN ON A SCALE OF 66 FEET TO ONE INCH. ALL REGULAR LOTS ARE 66 FEET BY 132 FEET. THE SIZE OF IRREGULAR LOTS IS MARKED ON THE LINE OF THE SAME. MADISON, MAY 21, 1867.

Reproduction of Copy of Original Plat

Furnished by Dane County Title Company

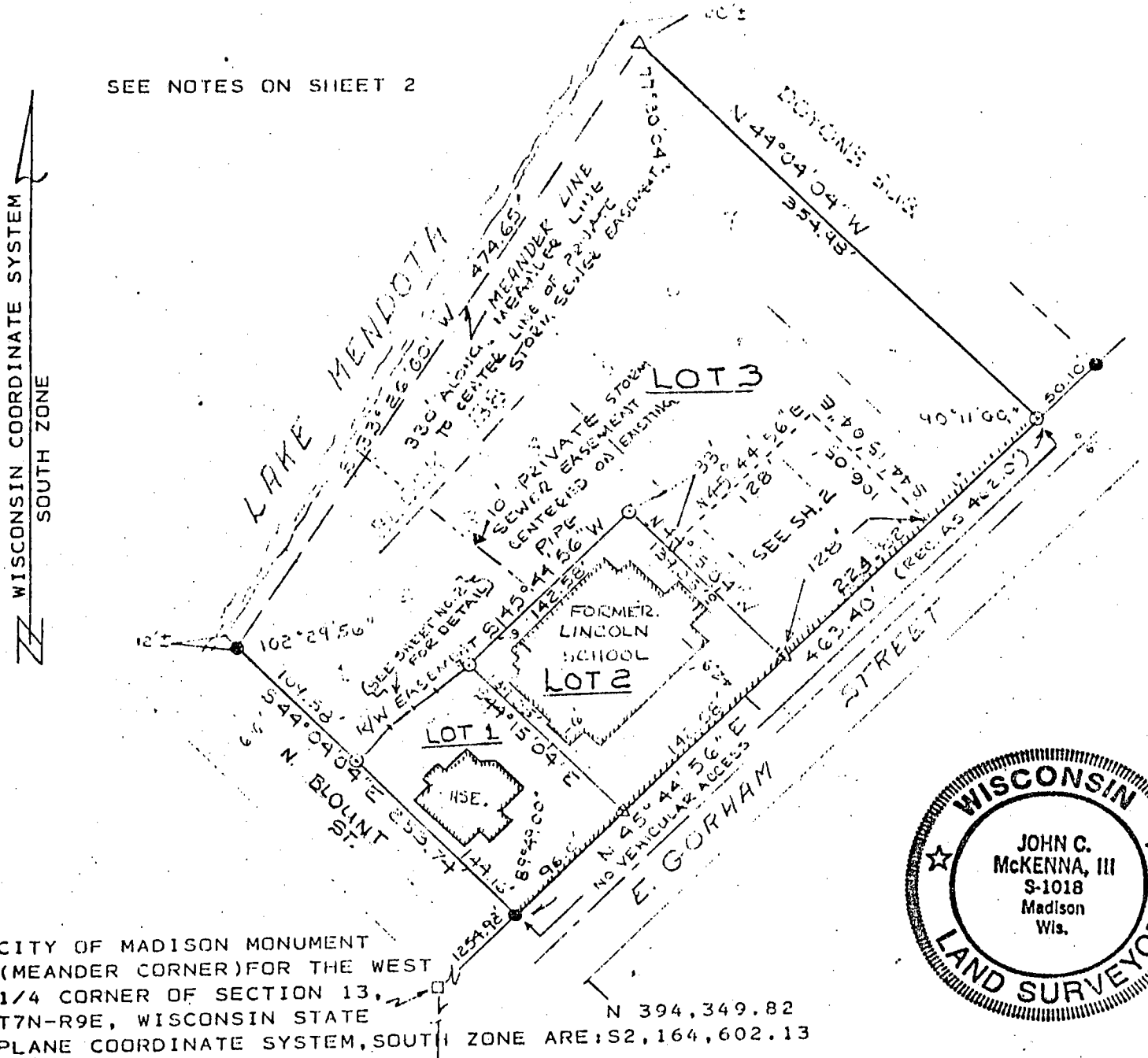
L.P. DRAKE, SURVEYOR.

Adjusted Scale  = 1 Inch Orig.

Orig. 1" Equiv. in Ft.  = Adjusted 1" Equiv. in Feet
 Dist. "A" in Fract. Inch

CERTIFIED SURVEY MAP

SEE NOTES ON SHEET 2



CITY OF MADISON MONUMENT (MEANDER CORNER) FOR THE WEST 1/4 CORNER OF SECTION 13, T7N-R9E, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE ARE: S2,164,602.13
 N 394,349.82

PROPERTY ADDRESS: EAST GORHAM STREET MADISON, WISCONSIN
 SURVEYED FOR: LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP
 301 NORTH BROOM STREET MADISON, WISCONSIN 53703

Surveyor's Certificate

I, John C. McKenna, Registered Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of MADISON ~~XXXX~~, and under the direction of LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP FOR THE CITY OF MADISON, the owner(s), I have surveyed, divided, and mapped the above described parcel of land and that the accompanying map is a correctly dimensioned representation to scale of the exterior boundaries of the land surveyed and the division of that land.

[Signature]
 John C. McKenna, Registered Land Surveyor #S-1018
 MARCH 12 '85

John C. McKenna III
 34 Whitcomb Circle
 Madison, WI 53711
 Office 271-6111

NO VEHICULAR TRAFFIC ONTO E. GORHAM STREET

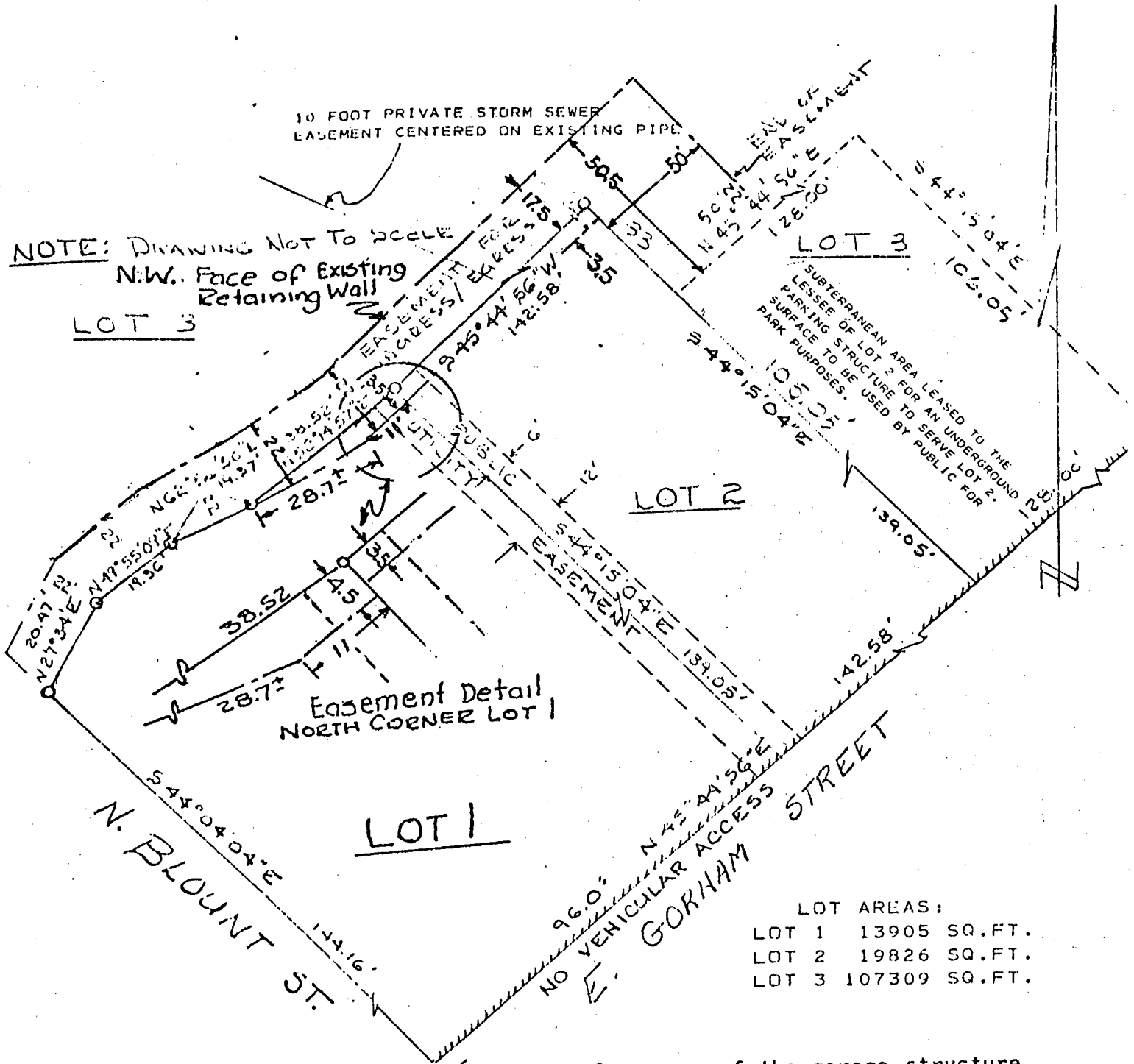
SCALE: 1" = 100 FEET
 WORK BY JK/JM/CT/TH
 DRAWN BY JK
 JOB NO. 8261

DOCUMENT NO. 1872436
 CERTIFIED SURVEY MAP NO. 4607
 VOLUME 20 PAGE 190

● = IRON STAKES FD.
 ○ = 3/4" X 24" IRON STAKES SET
 ▲ = NAILS WITH WASHERS, SET IN CONCRETE
 SHEET 1 OF 3

80

CERTIFIED SURVEY MAP



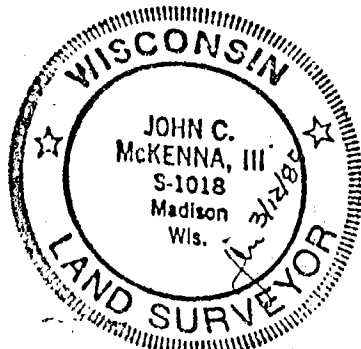
LOT AREAS:

| | |
|-------|----------------|
| LOT 1 | 13905 SQ. FT. |
| LOT 2 | 19826 SQ. FT. |
| LOT 3 | 107309 SQ. FT. |

- NOTES:
- The surface area of the garage structure consists partially of garage roof and partially of landscaping atop the garage roof. All of this shall be for public park use. The City of Madison will maintain the landscaped part. The lessee of Lot 2 shall maintain the roof, the safety railing and the vents.
 - THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO OR FROM EAST GORHAM STREET FROM ANY OF THE THREE LOTS OF THIS CERTIFIED SURVEY.

3. Existing concrete retaining wall along NW edge of ingress/egress easement to be maintained by City Park Division. New Construction placed on top of existing concrete retaining wall to be maintained by Lessee of Lot 2.

John C. McKenna III
 34 Whitcomb Circle
 Madison, WI 53711
 Office 771 6111



DOCUMENT NO. 1872136
 CERTIFIED SURVEY MAP NO. 4607
 VOLUME 20 PAGE 191

JOB NO. _____

CERTIFIED SURVEY MAP

Legal Description:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), BLOCK ONE HUNDRED THIRTY-EIGHT (138), MADISON, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

The City of Madison, Owner, hereby restricts Lots 1, 2 and 3, in that no owner, possessor, user, nor licensee, nor other person shall have the right of direct vehicular ingress or egress with East Gorham Street shown on this Certified Survey map as having no vehicular access; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to Section 236.293, Wisconsin Statutes, and shall be enforceable by the City of Madison.

Owner(s) Certificate

(State of Wisconsin)
(County of Dane) SS

As owners, we hereby certify that we caused the land described on this certified survey to be surveyed, divided, mapped and dedicated as represented hereon. Signed 22nd day of March, 1985. CITY OF MADISON

[Signature]
F. JOSEPH SENSENBRENNER, JR.

[Signature]
DELORES J. MEILLER, DEPUTY CITY CLERK

Personally came before me this 22nd day of March, 1985, the above named owner(s), to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

[Signature]
Notary Public, Dane County, Wisconsin

My Commission expires 6-21-87

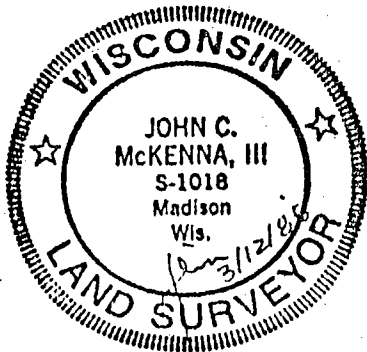
Resolved that this certified survey map was approved by the Common Council of the City of Madison by Resolution Number 40,941 adopted on the 5th day of February, 1985, File Number 5078-1157.

[Signature]
Deputy City Clerk, Dolores J. Meiller

City of Madison, Plan Commission

Approved for recording by the Secretary of the City of Madison Plan Commission.

[Signature] Sec. P.C.A. 3-22-85
Date



John C. McKenna III
34 Whitcomb Circle
Madison, WI 53711
Office 271-6111

JOB NO. 8261

Register of Deeds Certificate

Received for record this 22nd day of March, 1985 at 2:54 o'clock, P.M. and recorded in volume 20 of certified survey maps of Dane County, on page 140-142.

[Signature]
Register of Deeds

DOCUMENT NO. 1872436
CERTIFIED SURVEY MAP NO. 4607
VOLUME 20 PAGE 142

Articles of Agreement: In pursuance of an oral agreement between D.O. Minor, D. Van Sice and W.W. Warner, joint purchasers of lots 1, 2 and 3, Block 56, Madison, Wis known as the "Hooker Mill" property, an iron sewer pipe was laid along the S & N.W. middle line of said lot 2, from a point in said lot 2, some fifty feet ^{lot} S of the middle of the shore line of said lot, and extending thence some distance into Lake Mendota, for the joint use and at the common expense of said purchasers, with the understanding and agreement between them, that said lots 1 and 3 were to be connected with said iron pipe or main, each by a lateral put in at the expense and for the benefit of the respective owners of said lots 1 and 3, and for the laterals "Y" connections were placed at the S & E end of said iron main. No instrument in writing therefor having ever been executed, it is hereby agreed by and between J.P. Paine, D. Van Sice and W.W. Warner, the present owners of said lots 1, 2 & 3 respectively, and for the purpose of expressing the several rights and privileges belonging to said several owners, that the foregoing is an expression of said rights and privileges, and it is further agreed between said owners, that the owners of said lots 1 and 3 may each construct such lateral (if not already in place) at any time hereafter he may find it convenient and desirable and forever thereafter maintain the same, and for that purpose may, whenever necessary, go upon and excavate the ground on said lot 2, through which said main and lateral shall pass, so as to reach, take up, repair and replace said main and lateral, doing no unnecessary damage to the ground, and premises involved, and at the separate expense of the owner of such lot 1 or 3 to which such lateral may pertain, to far as his individual pipe may be involved, and in case it shall be necessary to take up and repair the common main, the expense thereof shall be shared equally by each of the owners of said lots 1, 2 and 3, as may be using the same, at the time such repair becomes necessary. This Agreement shall be forever binding upon the parties hereto, their respective heirs and assigns.

Executed in presence of
 J.M. Porter
 O.A. Van Pelgen

J.P. Paine
 W.W. Warner
 D. Van Sice

State of Wisconsin }
 County of Dane }
 On this 19th day of March 1887 before me personally called J.P. Paine and W.W. Warner to me known to be the persons who executed the foregoing instrument in writing and acknowledged the same.

Notarial seal

Frank M. Porter
 Notary Public Dane Co Wis

State of Wisconsin }
 County of Sauk }
 On this 27th day of March 1887 before
 me personally came A. Van Dine known to me to be the person
 who executed the foregoing instrument exhibiting and acknow-
 ledged the same

Notarially
 attested

John Parker
 Notary Public Wis.

Recorded April 9-1887. at 9.05 AM.

No 170659A.

State of Wisconsin, County of Sauk for Sauk County,
 In the Matter of the estate of Elizabeth M. Fitzhugh, dec'd.

Chas. B. Bate

At February Term 1887

February 8, 1887.

Lucia Fitzhugh the Executrix of the last will and testament of
 Elizabeth M. Fitzhugh dec'd, late of the town of Fish Spring in said
 County of Sauk, having on the 27th day of December 1886 filed in said Court
 her final accounts as such Executrix, and said Lucia Fitzhugh b...

No. 191794



This Indenture, Made the 29th day of April in the year of our Lord one thousand eight hundred and ninety-two between Louis C. Helms & Ellen Helms his wife of the city of Madison, County of Dane State of Wisconsin part 1st of the first part, and John V. Friedrichson of the same place part 2nd of the second part

Witnesseth, that the said part 1st of the first part, for and in consideration of the sum of Five Hundred Dollars, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part 2nd of the second part, his heirs and assigns forever, the following described Real Estate, situate in the County of Dane, and State of Wisconsin, to wit:

The north east sixteen feet of lot one in Block two hundred and thirty one (261) city of Madison, according to the recorded plat thereof. Intending hereby to convey a strip of land 16 feet in width off the N.E. side of Lot 1 running from Gorham Street, parallel with the N.E. line of said Lot to the shore of Lake Monona. Reserving all the rights, privileges now vested in the owner of said lot 1 to connect with the sewer now located on lot 2 of said block

Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 1st of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said part 2nd of the second part, and to his heirs and assigns forever. And the said Louis C. Helms & Ellen Helms for themselves as for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 2nd of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefensible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except reservation above mentioned, and that the above bargained premises in the quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. They will forever WARRANT AND DEFEND.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of E. O. Kasey, Ella M. Helms, Louis C. Helms, Ellen Helms

STATE OF WISCONSIN, County of Dane

Be it Remembered, That on the 29th day of April A. D. 1892, personally came before me, the above named Louis C. Helms & Ellen Helms his wife to me known to be the person who executed the above deed, and acknowledged the same to be their free act and deed for the uses and purposes therein mentioned.

Recorded May 2nd 1892 at 4:20 o'clock P. M. E. O. Kasey Notary Public Wisconsin

State of Wisconsin, Circuit Court for Dane County

Mendota Yacht Club House Association,
a corporation, Plaintiff

vs.

Judgment

William J. Oakey and Washington
J. Oakey, Defendants

The above entitled action coming on to be heard before the Court and without a jury at the September, 1913, Term, to wit, on the 10th day of September, 1913, the plaintiff appearing by Bagley & Reed, its attorneys, and the defendants appearing by F.K. Shuttleworth, their attorney, and the Court having listened to the testimony of the witnesses and the argument of counsel, and having made and filed his findings of fact and conclusions of law, and having thereupon ordered judgment in favor of the plaintiff and against the defendants; and it appearing that in the year 1906 the said defendant William J. Oakey and the predecessor in title of the plaintiff bought of common grantors adjacent portions of lot one (1), block two hundred sixty (260) in the city of Madison, Dane County, Wisconsin, and that it was mutually agreed between the said grantors and the said Oakey and plaintiff's predecessor in title that the plaintiff's predecessor in title should take title to the land upon which a brick building then stood, which building is now used by the plaintiff as a club house, and that the line that divided the two parcels of land purchased by plaintiff's predecessor and the said defendant, William J. Oakey was located as close to said brick building as it could be and still clear the said building entirely. That the boundary line agreed upon between the parties, which leaves the club house building entirely upon the land of the plaintiff, marks the limit of the land to which the defendant Oakey acquired title under his deed to a portion of said lot, and that said boundary line runs from Blair street northeast to the northeast line of said lot one (1) parallel with, and sixteen (16) inches southeast from, that part of the brick wall of the said club house building nearest Gorham street, but that the cornice of the present club house extends over said boundary line a distance of approximately twelve (12) inches. That the said William J. Oakey, prior to the commencement of this action, began to tear up portions of the walk built by the plaintiff, and to tear down the porch and brick wall of said brick club house, and that the reasonable costs of repairing the damage so done to the said sidewalk and building of the plaintiff is forty dollars (\$40.00) Now Therefore, on Motion of Bagley & Reed, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, that the boundary line between the land owned by the plaintiff in lot one (1), block two hundred sixty (260) City of Madison, Dane County, Wisconsin, and that portion of said lot owned by the defendants, is hereby established by a line running from Blair Street northeast to the northeast line of said lot one (1) parallel with and sixteen (16) inches southeast from, that part of the brick wall of the club house building of the plaintiff nearest Gorham street.

It Is Further Ordered Adjudged and Decreed that the defendants, and each of them, their agents and employees, and all persons claiming under them or acting under the direction of them or either of them be, and they are hereby, perpetually enjoined and restrained from tearing down or otherwise interfering with the club house building of the plaintiff and the walks and porch adjacent thereto except that all portions of the cornice extending over the said boundary line may be removed by the defendants, if not removed by the plaintiff, on or before November 10th, 1913.

RECORDED TO MAKE THE SAME KNOWN BY PUBLIC SALE AND DAY OF DECEMBER A.D. 1913.
 Recorded Dec. 22nd A.D. 1913 at 4:30 P.M.
 County Judge, County of Dane, Wisconsin.
 A. G. Zimmerman

It Is Further Ordered and Adjudged, That plaintiff do have and recover of the defendant, William J. Oakey, the sum of forty dollars (\$40.00) as damages, together with its costs and disbursements hereby taxed at sixty-six dollars and ninety-eight cents, in all the sum of one hundred six dollars and ninety-eight cents.

Dated October 20, 1913.

By the Court
Nissen P. Stenjem, Clerk

The State of Wisconsin

In Circuit Court for Dane County Dane County ss.

I Nissen P. Stenjem, Clerk of the Circuit Court, in and for the County of Dane, and State of Wisconsin, do hereby certify that I have carefully compared the foregoing and annexed copy of Judgment with the original now on file and of record in my office, in the action wherein Mendota Yacht Club House Association, a corporation is plaintiff and William J. Oakey and Washington J. Oakey are defendants and that the same is a true and correct copy of said original, and the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of Madison, in said County this twenty-third day of December A.D. 1913

(Court Seal.)

Nissen P. Stenjem, Clerk

Recorded Dec. 23rd A.D. 1913 at 4:30 P.M.

LEASE TO THE UNITED STATES OF AMERICA
BY INDIVIDUAL OR PRIVATE CORPORATION

THIS LEASE entered into this 1st day of October, 1943, by and between Frank Kessenich, Harry E. Kessenich, J. Frank Kessenich, Trustees of Frank Kessenich Estate City of Madison, County of Dane, State of Wisconsin, herein called the "LESSOR", and THE UNITED STATES OF AMERICA ACTING BY THE NATIONAL HOUSING AGENCY, herein called the "GOVERNMENT":

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Government the following-described Premises together with all improvements thereon and appurtenances thereto, herein called the "PREMISES", located in the City of Madison, County of Dane, State of Wisconsin:

Northeast 29 feet of Lot 8 and the Southwest 12 feet of Lot 9 in Block 260, Pritchette Plat in the City of Madison, as now assessed.

(Otherwise known as 648 East Gorham Street, Madison, Wisconsin)

2. To have and to hold the Premises for a term of seven (7) years, beginning on October 15, 1943, and ending on September 14, 1950

3. The Government shall pay the Lessor annual rent, sent to the address provided for in paragraph 15 of this lease, of \$ 150.00, payable in advance in quarterly installments of \$ 37.50 on the 15th day of October, January, April, and July; provided, however, that the first quarterly installment of rent under this lease may be paid not later than 30 days after possession of the leased premises has been delivered to the Government.

4. The Government, during the term of this lease, may build, rebuild, remodel, recondition, rehabilitate, convert, change, and alter the Premises, and install and maintain additions and structures thereto, including internal and external changes, and may change the number of living units in the Premises and attach fixtures thereto, and make any and all improvements thereto, including utilities and roads, at the expense of the Government: *Provided, however,* That these rights may be exercised in accordance with plans and specifications submitted to and approved in writing by the Lessor. The Government may make such reasonable variations from, and modifications in, such plans and specifications originally approved by the Lessor as the Government deems necessary in the course of carrying out such plans and specifications. All such building, rebuilding, remodeling, reconditioning, rehabilitating, converting, changing, and altering of the Premises, and all additions, structures, and fixtures added to the Premises by the Government, including utilities and roads, which are remaining thereon at the termination of this lease, however accomplished, or when the Government begins reconversion of the Premises, shall then become the property of the Lessor; and the Government shall be under no obligation to restore or reconvert the Premises to their condition at the time of the execution of this lease: *Provided, however,* That in the event the Government determines to terminate this lease, *except* where such termination is in pursuance of an election made by the Government under the provisions of paragraph 10 hereof, and the conversion of the Premises has been actually commenced but has not been completed, the Government at its sole option, before such termination becomes effective, shall either complete the conversion or restore or reconvert said Premises to their condition at the time of the execution of this lease; and *Provided further,* That in the event this lease has been terminated, *except* where such termination is effected under the provisions of paragraph 10 hereof, the Government shall restore or reconvert said Premises whenever the changes and alterations therein have been of a temporary nature and have been designated as such in the plans and specifications approved by the Lessor. The Government agrees to hold the Lessor harmless of and from all liens by reason of any building, improvements, alterations, repairs, reconversion or restoration.

#682967-Assignment of Interest in Lease
Vol 174 Misc. Page 22

5. The Government shall pay taxes, assessments, municipal and governmental rates, and water rates, principal and interest on liens and other encumbrances on the Premises due and unpaid at the time of the beginning of the term of this lease only in the amounts shown in the schedule as follows:

(1) Mortgages, liens or encumbrances: (Give name and address of mortgagee.)

NONE

Principal, \$.....
Interest, \$..... \$ NONE

(2) Taxes, assessments, municipal or governmental rates, and water rates, including interest and penalties:

\$.....
\$.....
\$.....
\$..... \$ NONE
TOTAL..... \$ NONE

The Government may, but shall not be required to, pay on behalf of the Lessor any other taxes, assessments, municipal and governmental rates, water rates, principal and interest on liens, and other encumbrances on the premises not listed in this paragraph, due and unpaid at the time of the beginning of the term of this lease, together with any interest and penalties due thereon up to the time of payment, or any additional interest and penalties due and unpaid on any items listed in this paragraph up to the time of payment thereof, in which event the Government will deduct the amount of such payment or payments from any rent or rents due or which become due to the Lessor.

6. The Government agrees during the term of this lease to pay each year all taxes and water rates, all assessments (special or improvement), and municipal or governmental rates, which are levied and imposed upon said Premises, or any part thereof, and become due and payable during the period covered by the term of this lease: *Provided, however,* That the Government shall be required to pay only such assessments, or installments of assessments (special or improvement), which are levied and imposed upon said Premises, or any part thereof, and which if unpaid will become past due and/or delinquent during the period covered by the term of this lease, it not being intended that the Government shall pay any assessment which may be payable in installments or otherwise, or installments of assessments which do not mature during the term of this lease. In any case where the Lessor is obligated under the terms of any mortgage or lien instrument to make periodic payments to a Special Deposits Account maintained by the Lienor for the payment of taxes, insurance, et cetera, the Government shall make such payments for the account of the Lessor as outlined in paragraph 7 hereof; but if such taxes or other items are not paid by such Lienor when due, the Government at its option may make such payments and thereafter deduct the amounts thereof from any subsequent amounts due such Lienor under the terms hereof.

7. During the term of this lease the Government shall pay the amounts of principal or interest which may become due during the period covered by the term of this lease on any mortgage, deed of trust, lien, or encumbrance, but only in the amount and according to the schedule following:

(1) Mortgages, liens and encumbrances other than taxes and assessments: (Give name and address of mortgagee.)

Mortgage of \$6,000 executed by Frank Kessenich and wife Ernestine L. to National Guardian Life Insurance Company, dated November 18, 1932, recorded November 18, 1932 in Vol. 411, Page 285, Doc. 542499; Said mortgage was assigned to First Federal Savings and Loan Association of Madison, Wisconsin, by assignment dated September 9, 1943, recorded September 9, 1943, recorded September 9, 1943, in Vol. 541 of Mortgages page 571, Doc. No. 676568. Term of said Mortgage five years, total amount of said Mortgage unpaid \$3500.00 with interest at 4½ per cent per annum, payable \$78.75 semi annual, interest only. Payments now made are according to the terms of an unrecorded extension agreement dated September 30, 1943 extending the terms of said mortgage from the original due date to November 1, 1950 and payments thereunder to be \$78.75 semi annually on interest only. Lessee will pay \$78.75 on February 1, 1944 and a like amount every six months thereafter on the 1st of every month when said semi annual payment becomes due throughout the continuance of this lease.

Mail payments to:

First Federal Savings and Loan Association
124 State Street
Madison, Wisconsin

When any obligation scheduled in paragraph 7 of this lease, which is payable in substantially equal installments, is paid in full during the term of this lease, and upon the furnishing of evidence satisfactory to the Government of the discharge of record thereof, the Government shall pay as additional annual rent to the Lessor, effective as of the next succeeding date for payment of any installment of rent hereunder, an amount equal to one year's principal and interest amortization payment or payments on any such obligation, payable in quarterly installments in the same manner as the rent specified in paragraph 3 hereof. When any single payment mortgage obligation on which interest only is scheduled in paragraph 7 of this lease is paid in full during the term of this lease, and upon the furnishing of evidence satisfactory to the Government of the discharge of record thereof, the Government shall pay as additional annual rent to the Lessor, effective as of the next succeeding date for payment of any installment of rent hereunder, an amount equal to the annual amount reserved by the Government to pay such interest on such obligation, and such additional annual rent shall be payable in quarterly installments in the same manner as the rent specified in paragraph 3 hereof. The Lessor covenants and agrees not to permit, place, or cause to be placed any mortgage, deed of trust, lien or encumbrance of any kind on the Premises after the execution of this lease without the prior consent of the Government.

8. The Government does not undertake to furnish any insurance of any nature whatsoever on the Premises for the benefit of the Lessor or to pay any premiums therefor. If, however, the possession and use of the Premises by the Government is jeopardized by the failure of the Lessor to protect the Premises by adequate insurance, or to protect the interests of any party having a mortgage or other lien upon or interest in the Premises, the Government may furnish or pay for such insurance as it may determine to be necessary, in which event the premium or premiums paid by the Government shall be deducted from the stipulated net rental payable hereunder to the Lessor. In the event of loss, the Government shall have the right, at its option, to apply any insurance proceeds available to the Lessor or to the Government for the purpose of rebuilding, restoring, or repairing the Premises.

9. The Government, during the term of this lease, shall take good care of the Premises, and may make any and all repairs, both interior and exterior, necessary to keep the Premises in good order, condition, and repair, without the consent or approval of the Lessor. Upon the surrender of the Premises by the Government, it shall redecorate and/or repaint the vacant portion of the interior thereof.

10. Whenever the whole of said premises or any essential part thereof shall be destroyed by any cause whatsoever, the Government has the right and privilege to rebuild, restore, or repair said Premises or elect to terminate the lease. In the event of election to terminate this lease, the Government shall give notice in writing of intention to terminate to the Lessor within sixty (60) days after such destruction, in whole or in any essential part, and the installment of rent payable for the period during which the termination occurs shall be prorated.

11. The Government may terminate this lease at any time during the term thereof by giving to the Lessor thirty (30) days' written notice of such intention to terminate. In the event of such termination, the installment of rent payable for the period during which the termination occurs shall be prorated.

12. The Government may assign or sublet all or any part of the Premises to tenants, occupants, or other persons whom it may select, and such assignees or sublessees shall have such of the rights granted to the Government under this lease as the Government may grant to such assignees or sublessees.

13. The Lessor may put up "For Rent" signs fifteen (15) days prior to the termination by the Government of its tenancy.

14. The Lessor with the intention that the Government shall rely thereon and for the purpose of inducing the Government to enter into this lease represents, states, covenants, and warrants that he (she) (it) (they) has/have a right to enter into this lease and has/have a good and marketable title to the Premises as follows:*

By Final Judgment dated December 9, 1941 recorded in Vol. 37 of Final Judgments on page 137, Doc. No. 653303 on December 11, 1941.

Subject only to the following:†† 1943 Taxes and Zoning Ordinances of the City of Madison. Mortgage of \$6,000 executed by Frank & Ernestine L. Kessenich to National Guardian Life Ins. Co. dated and recorded Nov. 18, 1932 in Vol. 411, Page 285, #542499; assigned to First Federal Savings & Loan Association of Madison dated & recorded Sept. 9, 1943 in Vol. 541 of Mtgs. P. 571, #676568

15. All notices provided for by this lease may be given by regular mail addressed to the Lessor at.....
201 State Street, Madison, Wisconsin....., or to the Government with prepaid postage addressed to THE UNITED STATES OF AMERICA — NATIONAL HOUSING AGENCY at,
% Home Owners' Loan Corporation
336 North Wells, Chicago, Illinois
 subject to the right of either the Lessor or the Government to designate by notice in writing a new address to which said notices must be sent.

16. The Lessor expressly covenants and agrees to deliver possession of the Premises to the Government free of occupancy by any tenant or any other person on or before the first day of the term of this lease.

17. This lease shall be binding upon the Lessor, his (her) (its) (their) heirs, executors, administrators, grantees, successors, and assigns.

18. No Member of or Delegate to the Congress or Resident Commissioner shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

19. Notwithstanding any provisions of this lease to the contrary, it is agreed and understood between the Government and the Lessor that the Government will not make any payments outlined in any paragraph hereof until the Lessor delivers to the Government full possession of the Premises in the same condition as said Premises were in at the time of execution of this lease. It is further agreed and understood between the Government and the Lessor that the Government will not assume to make any such payments if the Lessor breaches his covenant set forth in paragraph 16 hereof to deliver possession of the Premises on or before the first day of the term as specified in paragraph 2 hereof.

* Schedule here the character of title or interest which the Lessor claims to have in the demised Premises, which interest is required to be such as will insure to the Government, upon its making all payments for which it is obligated under this lease, undisturbed possession of the Premises for a period of not less than seven (7) years.

†† Schedule here all mortgages, liens, encumbrances, easements, encroachments, rights-of-way, restrictive covenants, zoning regulations, and any defects in title whatsoever.

20. The Lessor warrants that he (she) (it) (they) has/have not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this lease or in its discretion to deduct from any amount payable to the Lessor the sum of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Lessor upon contracts made through bona fide established commercial or selling or rental agencies maintained by the Lessor for the purpose of securing business.*

21. It is agreed that this lease embodies the whole agreement of the parties, and that there are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written. In the presence of:

[Handwritten signature]

[Handwritten signature] (SEAL)
[Handwritten signature] (SEAL)
[Handwritten signature] (SEAL)

THE UNITED STATES OF AMERICA,
By *[Handwritten signature]*
(For National Housing Agency)

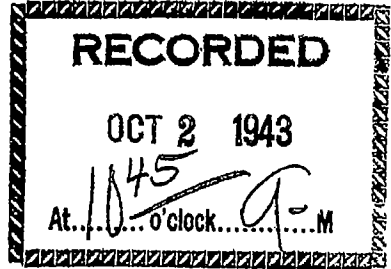
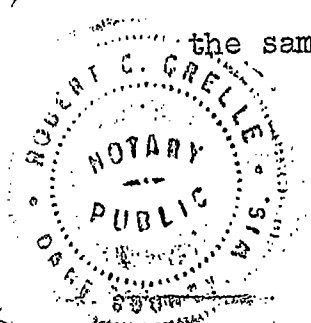
*EXPLANATORY NOTE: As applied to the conversion program, the exception to the warranty by the Lessor is intended to permit the payment of commissions where the agency is a bona fide established real-estate agency and is not intended to distinguish between such agencies which have been employed for a long period of time and those which may be employed, at the instance of either the Lessor or the broker, specifically to arrange for a lease with the Government on behalf of the Lessor.

Affix acknowledgment in due form for recording in State where Premises are located.

STATE OF WISCONSIN }
COUNTY OF DANE } SS

Personally came before me this 1st day of October, 1943, the above named Frank Kessenich, Harry E. Kesenich, J. Frank Kessenich, Trustees of Frank Kessenich Estate and J. C. Trainor to me known to be the persons who executed the foregoing instrument and acknowledged

the same.



[Handwritten signature]
Notary Public, Dane County, Wisconsin
My Commission Expires: 11-11-45

ASSIGNMENT OF INTEREST IN LEASE TO THE UNITED STATES OF AMERICA

FOR VALUE RECEIVED, the undersigned Ernestine L. Kessenich Harry E. Kessenich, J. Frank Kessenich Hereby sell, assign and transfer unto Harry B. Haley and whose address is 124 State Street, City of Madison and State of Wisconsin all right and interest in and to the lease between the UNITED STATES OF AMERICA, Ernestine L. Kessenich, Harry E. Kessenich, J. Frank Kessenich Trustees of Frank Kessenich Estate acting by the National Housing Agency and of Frank Kessenich Estate, dated the 1st day of October, A.D. 1943 covering the following described property in the City of Madison, County of Dane and State of Wisconsin:

The North-East twenty-nine (29) feet of Lot 8 (8) and the South West twelve (12) feet of Lot nine (9) Block 260.

The UNITED STATES OF AMERICA is hereby directed to make the payments due the lessor under such lease to the assignee hereof.

SIGNED AND SEALED this 20th day of October

A.D. 1943.

In the presence of,

Carl D. Haley
Helen S. Nichols

STATE OF Wisconsin

COUNTY OF Dane

Ernestine L. Kessenich (SEAL)

J. Frank Kessenich (SEAL)

H. Kessenich (SEAL)

(SS.)

Trustees of Frank Kessenich Estate

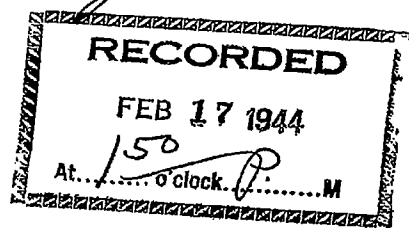
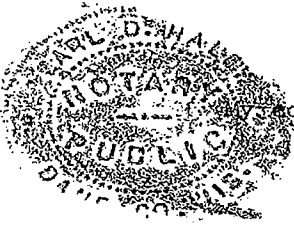
Personally came before me Ernestine L. Kessenich,

Harry E. Kessenich and J. Frank Kessenich

personally known to me to be the person or persons who executed the above assignment and acknowledged to me the execution thereof as free and voluntary act.

Carl D. Haley
Notary Public

commission expires: Jan 26-1947



687606

686764

WHEREAS, by the last will and testament, dated the 31st day of October, 1928, of William P. Bernard, lately deceased, of the city of Madison, Dane County, Wisconsin, and which was duly admitted to probate in the county court for Dane County, Wisconsin, on the 17th day of September, 1943, the First National Bank of Madison, Wisconsin, and Anna Bernard are duly empowered as executors named therein, to grant, bargain, sell and convey any and all real estate of which the said testator might die seised or possessed, and are therein also authorized and empowered upon the sale of any such real estate, to make, execute, acknowledge and deliver sufficient deeds of conveyance to convey and assure to the purchaser, or purchasers, all of the right, title and interest of the said testator in or to the said real estate; and

WHEREAS, upon such due probate of said will, letters testamentary were duly issued to said First National Bank and Anna Bernard, out of and under the seal of said county court, empowering such executors to execute the said will and carry out all of the powers conferred upon the said executors named therein;

AND, WHEREAS, said executors are now acting as such, and
whereas said deceased and Anna Bernard, his wife, by contract

dated May 1, 1940, duly contracted, by land contract in usual

form, to sell the real estate hereinafter described, to Bennie

L. Berg, for the sum of eleven thousand five hundred dollars,

the same being a full and adequate price therefor;

NOW, THEREFORE, Know Ye, that the above named executors,
in their capacity as such, and by virtue of the power and

authority in them vested as such, in consideration of the

premises and of the sum of FIFTY-FIVE HUNDRED AND NO/100 -

(\$5,500.00), said sum being the amount remaining

now unpaid and payable to said executors upon said contract,

paid in hand to said executors by the said purchaser, the receipt

whereof is hereby acknowledged, do hereby grant, bargain, sell

and convey, unto the said Bennie L. Berg, his heirs and assigns,

the following described premises situated in the County of Dane

and State of Wisconsin, to-wit:

Lot four, Block two hundred sixty, (excepting and reserving the southwest fifty nine feet of the southeast ninety one and six tenths feet of said lot, and also excepting and reserving the southeast ninety-four feet of the northeast seven feet of said lot) of the city of Madison, together with a right of way across said southwest fifty-nine feet of the southeast ninety-one and six tenths feet of said lot, for public ingress and egress in and from the property herein conveyed, over and along the cement walk, on its present location, until at option of second party, his executors, administrators, heirs or assigns, or at such time as the construction of a new building shall be commenced upon the lands herein reserved, then and in such event, a right of way for like purposes, six feet in width, is hereby established and constituted, over and across the premises herein reserved, immediately adjacent and parallel to the southwest line of said lot, extending from Gorham Street to the property herein conveyed; together with the right to use and operate the gasoline storage tank now situated upon the property herein reserved together with the right to maintain an advertising sign, not over six feet in height and six feet in length, on the tree bank, in front of the premises herein reserved, until the construction of a new building shall be commenced upon the premises herein reserved;

To have and to hold the above bargained premises to the said grantee, his heirs and assigns, Forever,

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IN WITNESS WHEREOF, We, the said executors, have hereunto

set our hands and seals this 3rd day of May, 1944.

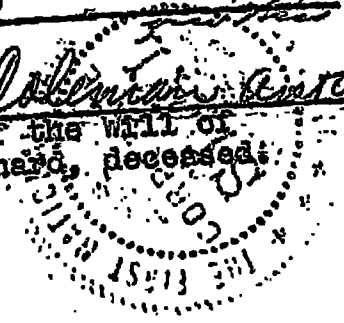
In the presence of:

Clarence S. Fox
John J. Fox

Anna Bernard (SEAL)
First National Bank of Madison, Wis.
By [Signature]

Attest

Lloyd W. Coleman
As executors of the will of
William P. Bernard, deceased.



STATE OF WISCONSIN)
COUNTY OF DANE) SS

BE IT REMEMBERED, That on the 3rd day of May, 1944, personally came before me the above named Anna Bernard, and Clarence E. Karn - - - Vice, President, and Lloyd W. Coleman - Ass't-Cashier, of the above named corporation, all to me known to be ^{Executors of Estate of William P. Bernard, deceased.} the persons who executed the foregoing instrument, and to me known to be such ^{vice} / ^{Ass't-Cashier} president and ~~secretary~~ of said corporation, and each and all of said above named persons acknowledged that they executed the foregoing instrument, by proper authority and for the uses and purposes therein mentioned.



RECORDED
MAY 5 1944
At 11:35 o'clock... M

Clarence S. Fox
Notary Public, Dane County, Wisc.
My Commission Expires: Mar. 2, 1947

Re-RECORDED
MAY 25 1944
At 1:15 o'clock... M

COMM. NO. 789504

NOV 23 1949

Ordinance
Water & Sewer Line
Water Mainline

B. 70-207

OFFICE OF THE CITY ENGINEER
NOV 23 1949
AT 10:10 AM
MILES C. RILEY, JR.

City Clerk
P. M. Brown
City Engineer

Public Service Commission of Wisconsin

COMPANY City of Madison

TITLE New Shore Line, L. Mendota

DATE ON PLANS 10/14/49 NUMBER IN SET 1

DISTINCTION At foot of North Butler Street

ORIGINAL (or Copy) DUPLICATE (Company) EXAMINED AND FOUND CORRECT

SECTION 30.02 WISCONSIN STATUTES AS PER CHAPTER LAWS OF

BY *Walter G. Mudgett* 11/18/49 DATE

APPROVED *[Signature]* 11/18/49 DATE

Public Service Commission of Wisconsin

Edward P. Kaulens SECRETARY

DATE 11/18/49

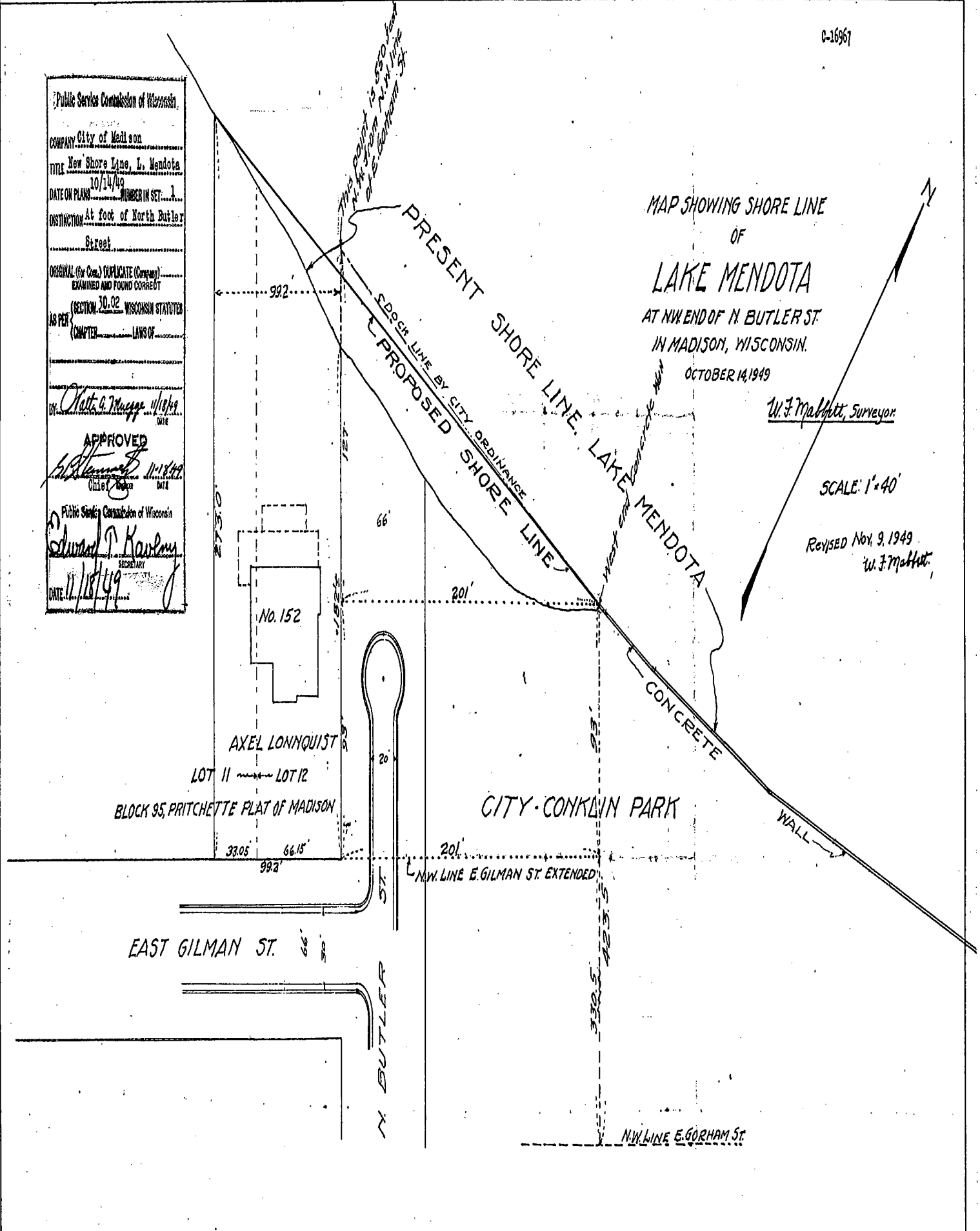
MAP SHOWING SHORE LINE OF LAKE MENDOTA AT NW END OF N BUTLER ST IN MADISON, WISCONSIN.

OCTOBER 14, 1949

W. F. Mudgett, Surveyor

SCALE: 1"=40'

REVISED NOV. 9, 1949
W. F. Mudgett



In Re: Parcel A

Southwest Fifty-nine (59) feet of Southeast Ninety-one and six-tenths (91.6) feet of Lot Four (4), Block Two Hundred Sixty (260), City of Madison, according to the Doty Plat.

Parcel B

Lot Four (4), except the Southeast Ninety-four (94) feet of the Northeast Seven (7) feet thereof, and except the Southwest Fifty-nine (59) feet of the Southeast Ninety-one and six-tenths (91.6) feet thereof, in Block Two Hundred Sixty-one (261), City of Madison, according to the Doty Plat thereof, being a part of Block Two Hundred Sixty (260) according to the Pritchette Plat, and now known as all of Lot Four (4), except the Southwest Fifty-nine (59) feet of the Southeast Ninety-one and six-tenths (91.6) feet, and except the Southeast Ninety-four (94) feet of the Northeast Seven (7) feet of said lot, in Block Two Hundred Sixty (260), in the City of Madison, together with a right of way and certain rights.

Also the Southwest Twenty-three (23) feet of Lot Five (5), except the Southeast Ninety-four (94) feet thereof, in Block Two Hundred Sixty-one (261), in the City of Madison, according to the Doty Plat thereof, being a part of Block Two Hundred Sixty (260) according to the Pritchette Plat, and now known as the Southwest Twenty-three (23) feet of Lot Five (5), except the Southeast Ninety-four (94) feet thereof, in Block Two Hundred Sixty (260) in the City of Madison.

WHEREAS Anna Bernard, first party, is the owner of the above described Parcel A, and whereas Harry B. Hoover and Ann E. Hoover, husband and wife as joint tenants, second parties, hold title to the above described Parcel B as purchasers under a land contract, and

WHEREAS second parties desire to have sewer, water and gas laterals laid through the above described Parcel A to the above described Parcel B.

NOW THEREFORE, IT IS AGREED in consideration of One Dollar (\$1.00) and other good and valuable consideration as follows:

1. Second parties are hereby granted a perpetual easement as herein provided to lay and maintain sewer, water and gas laterals in the one-foot strip that lies along and immediately Southwesterly of the Northeasterly boundary line of the above described Parcel A, with the right to enter thereon at any time for the purpose of laying and maintaining said laterals or any of them.

2. First party shall have no right to require removal of said laterals for a period of ten (10) years from date hereof. At any time after said ten (10) year period, in the event that the above described Parcel A or any part thereof is combined with property immediately adjacent to it on the Northeast, and said laterals interfere with the use of such combined properties, then and in that event only, second parties shall within one hundred twenty (120) days after service of written

notice to them by first party move said laterals at their own expense to the one-foot strip that lies along and immediately Northeasterly of the Southwesterly boundary line of said Parcel A, or be deemed to have abandoned said laterals located in the Northeasterly one-foot strip of said Parcel A. The service of such notice upon second parties automatically gives second parties an easement to install and maintain said laterals in said one-foot strip that lies along and immediately Northeasterly of the Southwesterly boundary line of said Parcel A.

3. In the event that first party builds a structure up to either sideline of said Parcel A first party may at her own expense incorporate said laterals into the foundation walls of said structure.

4. Second parties have the right to enter upon said Parcel A for the purpose of laying and maintaining said laterals at reasonable times and under reasonable circumstances and shall restore said property to its original condition as promptly as reasonably possible after such laying or maintenance.

5. Said second parties have heretofore acquired and now own as part of and in connection with the said Parcel B owned by them, certain right of way easements as set forth in the certain deeds heretofore given by said first party and her predecessors in title to one Bennie L. Berg, and as also set forth in the land contract of said Berg to said second parties, said deeds and land contract being presently of record in the office of the Register of Deeds for Dane County, Wisconsin, and it is expressly understood and agreed that this instrument shall not in any way lessen, abrogate or change said easement rights so now owned by said second parties and that the same shall continue and be in full force and effect as in said deeds and land contract set forth and provided, in all respects the same as if this instrument had not been made.

This agreement shall be a covenant running with the land as to both said Parcel A and said Parcel B and shall be binding upon the heirs, executors and

assigns of the parties hereto.

VOL 257 PAGE 549

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 4th day of May, A.D., 1953.

Signed and Sealed in Presence of:

Anna Bernard (SEAL)
Anna Bernard

Henry R. Ludwig
Henry R. Ludwig

Harry B. Hoover (SEAL)
Harry B. Hoover

Gerald R. Coulter
Gerald R. Coulter

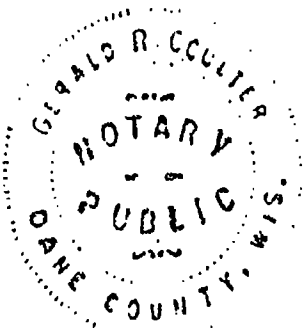
Ann E. Hoover (SEAL)
Ann E. Hoover

STATE OF WISCONSIN)
Dane County) ss.

Personally came before me this 4th day of May,

A.D., 1953, the above named Anna Bernard, Harry B. Hoover and Ann E. Hoover, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Gerald R. Coulter
Gerald R. Coulter
Notary Public, Dane County, Wisconsin.
My commission expires Jan. 20, 1957



RECORDED

MAY 21 1953

At 12:30 o'clock P.M

THIS INDENTURE made this 28th day of February, 1955, between Samuel Sidney Livesey and Grace Livesey, his wife, grantors, parties of the first part, and William A. McGilligan and Marion E. McGilligan, husband and wife as joint tenants, grantees, parties of the second part:

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by second parties to first parties, the receipt of which is hereby acknowledged, the said Samuel Sidney Livesey and Grace Livesey, his wife, hereby grant to the said William A. McGilligan and Marion E. McGilligan, husband and wife as joint tenants, the full and free right to the uninterrupted access and enjoyment of light and air over and across that piece of land located in the City of Madison, and County of Dane, containing Fifty (50) square feet, more particularly described as follows:

The Southwest One (1) foot in width of Lot Three (3), Block Two Hundred Sixty-one (261), in the City of Madison, Dane County, Wisconsin, according to the Pritchette Plat, except the southeast Nineteen (19) feet and further excepting that part of said One (1) foot strip lying Northwest of a line drawn parallel to and sixty-nine (69) feet Northwest of the Southeast line of said Lot Three (3),

reserving, however, to said Samuel Sidney Livesey, his heirs and assigns, a perpetual right to use said parcel hereinabove described, in conjunction with premises owned by said Samuel Sidney Livesey and abutting the premises hereinabove described, for driveway purposes and pedestrians.

To hold the said easement unto the said William A.

McGilligan and Marion E. McGilligan, their heirs and assigns.

IN WITNESS WHEREOF, the first parties have hereunto set their hands and seals this 28th day of February, 1955.

In the Presence Of:

John H. Esch
John H. Esch

Samuel Sidney Livesey
Samuel Sidney Livesey

Retta Levenhagen
Retta Levenhagen

Grace Livesey
Grace Livesey

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 28th day of February, 1955, the above named Samuel Sidney Livesey and Grace Livesey, his wife, to me known to be the person who executed the fore going instrument and acknowledged the same.

John H. Esch
John H. Esch
Notary Public, Dane County, Wis.
My Commission Expires Feb 1, 1957.

RECORDED

MAR 10 1955
815
At 8:15 o'clock A.M.

L E A S E

THIS AGREEMENT, made and entered into this 20th day of June, 1957, by and between the CITY OF MADISON, hereinafter called Lessor, and ORRIE W. STEELE and VERNA R. STEELE, hereinafter called Lessees;

WITNESSETH:

That in consideration of the rents and covenants hereinafter set forth, said Lessor leases and demises to said Lessees that certain premises described as follows:

The Northwest 30 feet of the Southeast 115 feet of the Northeast 54 feet of Lot 9, Block 260, Original Pritchette Plat of the City of Madison, Dane County, Wisconsin.

TO HAVE AND TO HOLD the same for a period of fifteen years from May 1, 1957; provided, however, that this lease may be cancelled at the option of the Lessor by giving to the Lessees, at any time after the expiration of ten years from the effective date hereof, written twenty-four months' notice.

Said Lessees, in consideration of said lease, agree to convey to said Lessor a certain seventeen acres of land situated in Section 28, Town 7 North, Range 10 East, Dane County, Wisconsin; and

Said Lessees, in further consideration of said lease, hereby covenant as follows, to-wit:

That Lessees will not assign this lease to any person or corporation other than the purchaser or owner of the adjoining property, which is described as:

The Southeast 85 feet of the Northeast 54 feet of Lot 9, Block 260, Original Pritchette Plat of the City of Madison, Dane County, Wisconsin

DANE 53119 FEB 14 58

2.00 RM

That Lessees will not sublet the leased premises to any person other than the purchaser, owner or occupants of the improvements on said adjoining property.

That Lessees will, during the term of this lease, keep the premises in good order and free of weeds and refuse.

That Lessees will, during the term of this lease, comply with all laws, ordinances and regulations relating to said premises and the use and care thereof.

That Lessees during the term of this lease at their own expense will carry public liability insurance on said premises in the amount of at least \$10,000 per person and \$20,000 per accident, and will deposit with the Lessor said policy of insurance or other evidence thereof, and all renewals thereof.

That the said Lessees will peaceably surrender and vacate said premises in as good condition as they now are, ordinary and reasonable use and damage by the elements excepted, upon expiration of the term of this lease, or sooner upon notice as provided herein.

It is further covenanted and understood that the Lessees shall have the right to construct on said premises such improvements as may be needed in their proper use thereof, subject however to any and all laws, ordinances and regulations applicable to such improvements.

It is further covenanted and understood that in the event the Lessor shall, at a future date, condemn or negotiate to purchase the Southeast 85 feet of the Northeast 54 feet of Lot 9, Block 260, Original Pritchette Plat of the City of Madison, Dane County, Wisconsin, the value of that property shall be

determined without reference to the cost or value of any and all improvements which the Lessees may hereafter make by reason of this lease upon the leased premises.

IN WITNESS WHEREOF, the City of Madison has caused this lease to be executed by Ivan A. Nestingen, its Mayor, and A. W. Bareis, its City Clerk, and the said Orrie W. Steele and Verna R. Steele have affixed their signatures hereto this 20th day of June, 1957.

In presence of:

CITY OF MADISON

By

Edith Kramer
Edith Kramer
Richard C. Alexander
Richard C. Alexander
San W. Orr
San W. Orr
San W. Orr
San W. Orr

Ivan A. Nestingen
Ivan A. Nestingen, Mayor
A. W. Bareis
A. W. Bareis, City Clerk
Orrie W. Steele (SEAL)
Orrie W. Steele
Verna R. Steele (SEAL)
Verna R. Steele

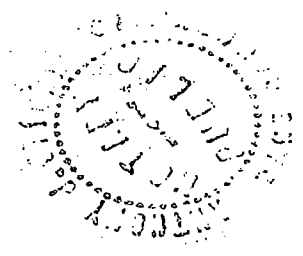
STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

On this 20th day of June, 1957, before me, the undersigned officer, personally appeared Ivan A. Nestingen, and A. W. Bareis, who acknowledged themselves to be the Mayor and City Clerk of the city of Madison, a municipal corporation, and that they, as such Mayor and City Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Clerk.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Approved as to form
Harold E. Hanson
City Attorney
Harold E. Hanson

Anthony J. Sticha
Notary Public, Dane County, Wis.
Anthony J. Sticha
My commission expires 3/1/59



STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 18th day of July,
1957, the above named Orrie W. Steele and Verna R. Steele, to me
known to be the persons who executed the foregoing instrument and
acknowledged the same.



San W. Orr
Notary Public, Dane County, Wis.
My commission expires 11/8/59
San W. Orr

This instrument drafted by the Office of City Attorney, Madison, Wis.

RECORDED

FEB 14 1958

At 1⁰⁰ o'clock P.M

1016456

VOL 719 PAGE 51

This Indenture, Made this 30th day of December, A. D., 19 60.

between Bennie L. Berg and Rosa Berg, his wife, also known as Rose Berg, parties of the first part, and Harry B. Hoover and Ann E. Hoover, his wife, as joint tenants, parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One dollar and other good and valuable consideration

to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, in joint tenancy, their heirs and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

DATE 1 6 4 5 6 DECS 0 60

2.00

- A. All of Lot four (4), except the Southeast 94 feet of the Northeast 7 Feet thereof, in Block Two Hundred Sixty-One (261) City of Madison, according to the Doty Plat thereof, being a part of block Two Hundred Sixty (260), according to the Pritchette Plat, and now known as all of Lot four (4) except the Southeast 94 feet of the Northeast 7 feet thereof and except the Southwest 59 feet of the Southeast 91.6 feet of Lot Four (4) Block Two Hundred Sixty (260) in the City of Madison; together with a right of way across said Southwest 59 feet of Southeast 91.6 feet of said lot, for public ingress and egress in and from the property herein conveyed, over and along the cement wall on its present location, until at the option of the grantee or at such time as the construction of a new building shall be commenced upon the lands herein reserved, then and in such event, a right of way for like purposes, 6 feet in width over and across the southwest 59 feet of the Southeast 91.6 feet of said Lot 4, block 260 (Pritchette Plat) as described in Vol. 446 of Deeds, page 519, together with the rights granted to the grantor by said deed recorded in Vol. 446 of Deeds, page 519, to use and operate a gasoline storage tank situated upon the property herein excepted, and together with the right to maintain an advertising sign not over six feet in height and six feet in length on the tree bank in front of the premises therein excepted, until the construction of a new building shall be commenced upon the premises herein excepted (it being the purpose of the grantor to convey all of his right, title and interest to the lands herein conveyed and all of his right to the use of the land herein excepted which he acquired by that certain deed wherein Anna Bernard and First National Bank of Madison as Executors of the Will of William F. Bernard, deceased, were grantors and this grantor was grantee, such deed being recorded in Vol. 446 of Deeds, page 519, document #686764)
- B. The Southwest 23 feet of the Southwest 1/2 of Lot five (5), except the Southeast 94 feet thereof, in block Two Hundred Sixty-One (261), City of Madison, according to the Doty Plat thereof, being a part of block Two Hundred Sixty (260), according to the Pritchette Plat, and now known as the Southwest 23 feet of the Southwest 1/2 of Lot 5, except the Southeast 94 feet thereof, in Block Two Hundred Sixty (260), City of Madison.

Together, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances unto the said parties of the second part, in joint tenancy, and not as tenants in common, and to their respective heir- and assigns FOREVER.

This deed is given in fulfillment of a land contract dated June 30, 1951, between the parties hereto, which was recorded July 16, 1951 in Vol. 240

And the said Bennie L. Berg and Rosa Berg, also known as Rose Berg, his wife, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, and their respective heirs and assigns, that at the time of the en sealing and delivery of these presents. they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except that such warranties do not extend to any acts of the parties of the second part since June 30, 1951, and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, as joint tenants, and their respective heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal this 30th day of December, A. D., 1960.

SIGNED AND SEALED IN PRESENCE OF

Lyman R. Frazier
Lyman R. Frazier

Fred Hansen
Fred Hansen

STATE OF WISCONSIN, Dane County, ss.

Bennie L. Berg (SEAL)
Rosa Berg (SEAL)

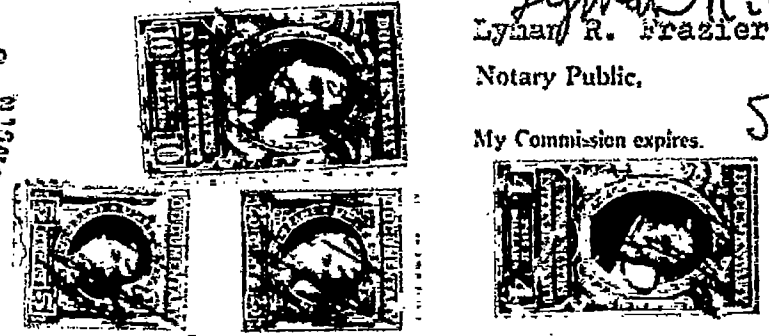
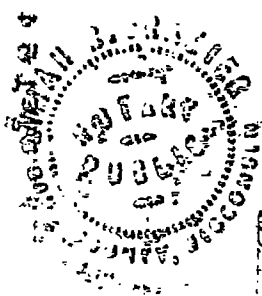
500 inc

Personally came before me, this 30th day of December, A. D., 1960

the above named Bennie L. Berg and Rosa Berg, also known as Rose Berg, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lyman R. Frazier
Lyman R. Frazier
Notary Public, Dane County, Wis.
My Commission expires Sept 16 A. D., 1962



(This instrument was drafted by Adolph J. Bieberstein)

1016456 INDEXED
No. ✓
Bennie Berg
at mtg TO
Harry B. Hoover
et ux

WARRANTY DEED TO JOINT TENANTS

REGISTER'S OFFICE, STATE OF WISCONSIN, Dane County.

Received for Record this 30 day of Dec. A. D., 1960. at 3:00 p.m. and recorded in Vol. 719 of Deeds on page 51

Register of Deeds. Return to Adolph J. Bieberstein Deputy. 121 W. Liberty Madison, Wis

RA 200

4152152
PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM A. OAKEY and HELEN OAKEY, husband and wife; also WARREN OAKEY, a single man, being the owners of the property hereinafter described in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do grant, sell, set over and convey unto the CITY OF MADISON, Dane County, Wisconsin, a municipal corporation, its successors and assigns forever, a perpetual easement for ingress, egress over and across the following described land:

The Northeasterly 6 feet of the Northwesterly 45 feet 8 inches, more or less, of the Southeasterly 97.55 feet, more or less, of Lot 1, Block 260, Original Plat.

IN WITNESS WHEREOF the undersigned hereunto set their hands and seals.

Dated at Madison, Wisconsin this 7th day of January, 1966.

Signed in the presence of:

Arthur L. May
Arthur L. May
Arlene Schneider
Arlene Schneider

Warren Oakey
Warren Oakey

Dated at St. Louis, Missouri this 13th day of January, 1966.

Signed in the presence of:

Wm. O. Oakey
Wm. O. Oakey
Wm. O. Oakey
Wm. O. Oakey

William A. Oakey
William A. Oakey
Helen Oakey
Helen Oakey

STATE OF WISCONSIN)

COUNTY OF DANE)

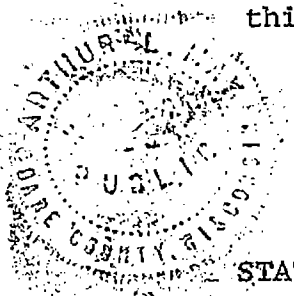
ss.

VOL 438 PAGE 206

Personally came before me the above named Warren Oakey, a single man, to me known to be the person who executed the foregoing easement and acknowledged the same, this 7th day of January, 1966.

Arthur L. May

Arthur L. May
Notary Public, Dane County, Wisconsin
My Commission Is Permanent



STATE OF MISSOURI)

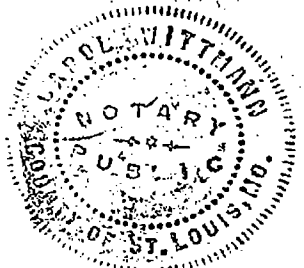
COUNTY OF ST. LOUIS)

ss.

Personally came before me the above named William A. Oakey and Helen Oakey, husband and wife, to me known to be the persons who executed the foregoing easement and acknowledged the same, this 13th day of January, 1966.

Carol Wittmann

Carol Wittmann
Notary Public, St. Louis County, Missouri
My Commission Sept 6, 1969



RECORDED

JAN 17 1966

At 4:20 o'clock P.M

Drafted by Mr. Semrad
Assistant City Attorney
Madison, Wisconsin

Document No. _____

Office of Register of Deeds)

SS

Dane County, Wisconsin

Received for Record Sept. 11
1974 at 8:50 o'clock ccand recorded in Volume 533of Records on page 163

Register

NOTICE OF DESIGNATIONHarold R. Hill

Return to:

James R. Sanborn

Room 414

City-County Building

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinances, a Landmark Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01 (5) of the Madison General Ordinances, the above Commission on the 20th day of May, 19 74, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal description:

N.A.

2. Present owner of record:

City of Madison

3. Street Address:

300 Block E. Gorham Street

4. Present name of building or site:

Sharre Shomain Synagogue

5. Historic name of building or site:

Same.

6. Present use:

Public Building

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01 (5) of the Madison General Ordinances, to-wit:

RECORDED 1 SEP 11 74

700

1. That all building permits for the altering or reconstructing of the exterior of said dwelling shall be submitted to the Landmark Commission of the City of Madison, Wisconsin for approval.

2. That all permits for the demolition of all or part of said dwelling shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

CITY OF MADISON LANDMARKS COMMISSION

BY: Leigh H. Mollenhoff
LEIGH H. MOLLENHOFF, CHAIRMAN

STATE OF WISCONSIN)
 : SS
COUNTY OF DANE)

On this the 8th day of July, 19 74,
before me, Richard A. Lehmann, the undersigned officer,
personally appeared, Leigh H. Mollenhoff, Chairman of the Landmarks
Commission of the City of Madison, Wisconsin, known to me to be the
person who executed the foregoing instrument and acknowledged that
she executed the same in her capacity as Chairman of the Landmarks
Commission for the City of Madison, Wisconsin, and for the purposes
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



[Signature]

Notary Public
State of Wisconsin
My Commission: permanent

Office of Register of Deeds } ss.
Dane County, Wisconsin }
Recorded Sept 11 1974
At 8:50 o'clock A.M.
Harold K. Hill, Register

Office of Register of Deeds) ^{SS}
Dane County, Wisconsin
Received for Record April 14
1975 at 1:15 o'clock 11pm
and recorded in Volume 567
of Records on page 663
Register

NOTICE OF DESIGNATION

Stanley N. B. [Signature]
Return to:
Lance Neckar

Room 414
City-County Building

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinances, a Landmark Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01 (5) of the Madison General Ordinances, the above Commission on the 17th day of March, 19 75, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal description:

Original plat: Block 138 probably entailing parts of Lot 17 and all of Lot 18. (unparcelled)

2. Present owner of record:

City of Madison

3. Street Address:

704 E. Gorham Street

4. Present name of building or site:

Parks Department

5. Historic name of building or site:

William Collins House

6. Present use:

Offices, Parks Department

VOL. 567 PAGE 663

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01 (5) of the Madison General Ordinances, to-wit:

DATE 2 4 9 7 0 AM 4 75

3 0 0

ENCLOSURE 567 PAGE 604

1. That all building permits for the altering or reconstructing of the exterior of said dwelling shall be submitted to the Landmark Commission of the City of Madison, Wisconsin for approval.
2. That all permits for the demolition of all or part of said dwelling shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

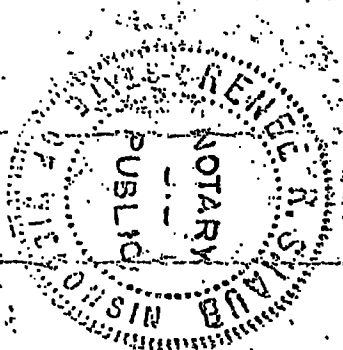
CITY OF MADISON LANDMARKS COMMISSION

BY: Leigh H. Mollenhoff
LEIGH H. MOLLENHOFF, CHAIRMAN

STATE OF WISCONSIN)
COUNTY OF DANE) ss

On this the 7 day of April, 19 75,
before me, Lenee L. Shaw, the undersigned officer,
personally appeared, Leigh H. Mollenhoff, Chairman of the Landmarks
Commission of the City of Madison, Wisconsin, known to me to be the
person who executed the foregoing instrument and acknowledged that
she executed the same in her capacity as Chairman of the Landmarks
Commission for the City of Madison, Wisconsin, and for the purposes
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



Lenee L. Shaw
Notary Public
State of Wisconsin
My Commission: Jan 14, 1979

Office of Register of Deeds }
Dane County, Wisconsin } ss.
Recorded April 14, 1975
At 1:15 o'clock P.M.
Harold K. Hill, Register

1447705

PERPETUAL EASEMENT FOR
WATER MAIN PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that the City of Madison, a municipal
corporation of Dane County Wisconsin

being the owners of the property hereinafter described, in consideration of the
sum of ONE Dollars (\$1.00), the
receipt whereof is hereby acknowledged, and the benefits that will inure to the
owners by reason of the proposed water mains, do grant, set over and convey unto
the CITY OF MADISON, a Municipal Corporation located in Dane County, Wisconsin,
its successors and assigns, a perpetual easement for water mains, including the
right of excavation, ingress and egress and the right to operate necessary
equipment for the purpose of installing and maintaining water mains on the
following described land, to-wit:

A strip of land 12.00 feet in width being part of the Southeast 1/4 of Section
14, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, the
Southwest line of which is more fully described as follows:

Commencing at the South corner of A.W. Dean's Subdivision of Block 262, Original
Plat of the City of Madison and the point of beginning of the Southwest line of
the easement to be described, thence North 45°00'00" West 264 feet to the end of
the Southwest line of the 12 foot public water main easement described.

IN WITNESS WHEREOF the undersigned hereunto set their hand (s) and

seal (s) this 27th day of October, 1975

Signed in the presence of:

Sharon L. Firestone
Sharon L. Firestone

Pamela J. Williamson
Pamela J. Williamson

CITY OF MADISON

By: Paul R. Soglin (SEAL)

Eldon L. Hoel (SEAL)

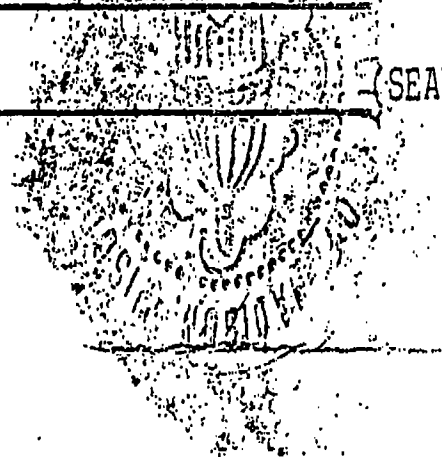
Eldon L. Hoel (SEAL)

Eldon L. Hoel, City Clerk (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)



Personally came before me this 27th day of October, 1975, the above
named Paul R. Soglin, Mayor and Eldon L. Hoel, City Clerk

_____, to me known to be the person (s) who executed
the foregoing instrument and acknowledged the same

Gus Pappas
Gus Pappas
Notary Public, Dane County, Wisconsin
My Commission: expires November 13, 1977

Office of Register of Deeds }
Dane County, Wisconsin } ss.
Recorded Oct 28 1975
At 11:35 o'clock AM
Harold K. Hill, Register

NOTICE OF DESIGNATION

Dane County, Wisconsin

Received for Record

19 at o'clock

and recorded in Volume

of on page

Register

VOL 2357 PAGE 39

Return to:

Katherine H. Rankin, Secretary
 Madison Landmarks Commission
 Neighborhood Revitalization Unit
 Dept. of Planning and Development
 351 West Wilson Street

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinances, a Landmarks Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01 (5) of the Madison General Ordinances, the above Commission on the 18th day of December, 1978, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal description:
Original Plat, Lots 2, 3, 4, 5, 6, and 7, Block 138
2. Tax Parcel Number:
0709-132-1501-2
3. Present owner of record:
City of Madison, Parks Department
4. Street Address:
720 E. Gorham Street
5. Present name of building or site:
Lincoln School
6. Historic name of building or site:
Lincoln School
7. Present Use:
vacant

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01 (5) of the Madison General Ordinances, to-wit:

DATE 8 6 7 7 5 00131 80

3.00 W

1. That all building permits for the altering or reconstructing of the exterior of said dwelling shall be submitted to the Landmark Commission of the City of Madison, Wisconsin for approval.

2. That all permits for the demolition of all or part of said dwelling shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

CITY OF MADISON LANDMARKS COMMISSION

BY: Katherine H. Rankin
Katherine H. Rankin, Secretary

STATE OF WISCONSIN)
COUNTY OF DANE)^{ss}

On this the 30th day of October, 19 80, before me, Deane M. Hampel, the undersigned officer, personally appeared, Katherine H. Rankin, Secretary of the Landmarks Commission of the City of Madison, Wisconsin, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same in his capacity as Secretary of the Landmarks Commission for the City of Madison, Wisconsin, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

Deane M. Hampel
Notary Public
State of Wisconsin
My Commission: expires 10/9/83

REGISTER'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON

80 OCT 31 P 3: 44

VOL 2357 39
Carl E. Rankin
Register of Deeds

This instrument was drafted by:

Katherine H. Rankin

NOTICE OF DESIGNATION

Dane County, Wisconsin
 Received for Record _____
 19 _____ at _____ o'clock _____
 and recorded in Volume _____
 of _____ on page _____
 _____ Register

VOL 2357 PAGE 43

Return to:

Katherine H. Rankin, Secretary
 Madison Landmarks Commission
 Neighborhood Revitalization Unit
 Dept. of Planning and Development
 351 West Wilson Street

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinances, a Landmarks Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01 (5) of the Madison General Ordinances, the above Commission on the 18th day of October, 19 76, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal description:

Original Plat, the northerly 1/2 of Lot 4 and the northwest 22-1/2 feet of the northerly 1/2 of Lot 5, Block 260.

2. Tax Parcel Number:

0709-133-1201-6

3. Present owner of record:

City of Madison, Parks Department

4. Street Address:

622 or 624 or 622-1/2 or 624-1/2 E. Gorham Street

5. Present name of building or site:

Hoover Boathouse

6. Historic name of building or site:

Bernard-Hoover Boathouse

7. Present Use:

boat house and dwelling

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01 (5) of the Madison General Ordinances, to-wit:

0709 8 6 7 7 7 OCT 13 1 88

3.00

1. That all building permits for the altering or reconstructing of the exterior of said dwelling shall be submitted to the Landmark Commission of the City of Madison, Wisconsin for approval.

2. That all permits for the demolition of all or part of said dwelling shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

VOL 2357 PAGE 44

CITY OF MADISON LANDMARKS
COMMISSION

BY: Katherine H. Rankin
Katherine H. Rankin, Secretary

STATE OF WISCONSIN)
COUNTY OF DANE) :ss

On this the 30th day of October, 19 80,
before me, Deane M. Hampel, the undersigned officer,
personally appeared, Katherine H. Rankin, Secretary of the Landmarks Commission
of the City of Madison, Wisconsin, known to me to be the person who executed
the foregoing instrument and acknowledged that he executed the same in his
capacity as Secretary of the Landmarks Commission for the City of Madison,
Wisconsin, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

Deane M. Hampel
Notary Public
State of Wisconsin
My Commission: expires 10/9/83

REGISTER'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON

80 OCT 31 P 3: 44

VOL. 2357 43
Carol A. Winkler
Register of Deeds

This instrument was drafted by:
Katherine H. Rankin



Urban Land Interests

1872435

Return Recorded Documents to:

Thomas M. Neujahr
Urban Land Interests, Inc.
301 North Broom Street
Madison, Wisconsin 53703

March 14, 1985

To Whom It May Concern:

The attached plans and documents represent the approved Planned Unit Development project drawings and related zoning documents for Lincoln School Apartments Planned Unit Development--both the General Development Plan and the Specific Implementation Plan. The project is a 28-unit apartment development, the adaptive reuse of the former Lincoln School building, together with a new 35-car underground parking structure. The project is located at 720 East Gorham Street in Madison, Wisconsin, more particularly described as:

A part of Lots 2, 3, 4, 5 and 6, Block 138, Original Plat in the City of Madison, County of Dane, Wisconsin, described as follows:

Commencing at the south corner of said Block 138; thence North 45°44'56" East, 96.00 feet along the right of way of a public road known as East Gorham Street to the point of beginning; thence North 44°15'04" West, 139.05 feet; thence North 45°44'56" East, 142.58 feet; thence South 44°15'04" East, 33.00 feet; thence North 45°44'56" East, 128.00 feet; thence South 44°15'04" East, 106.05 feet to said road right of way; thence South 45°44'56" West, 270.58 feet along said road right of way to the point of beginning. Described parcel contains: 33,400 square feet.

Sincerely,

Thomas M. Neujahr
Urban Land Interests, Inc.
Managing General Partner of Lincoln School Associates
Limited Partnership

7800

Page 2
March 14, 1985

Subscribed and sworn to before me this
14th day of March, 1985.

Jaci R. Joanis
Notary Public
My Commission expires May 11, 1987.

TMN:jj
Attachment

TRAFFIC SURVEY INFORMATION

| Time Period | Vehicle Count | Number of Trucks | Approximate Lane Width |
|-------------|-----------------------|------------------|------------------------|
| A | 1 hr, 11 buses, study | 0 | 1,200 |
| B | 1 hr, 1 bus | 0 | 500 |
| C | 1 hr, 1 bus | 0 | 500 |
| CD | 1 hr, 1 bus | 0 | 500 |
| CE | 1 hr, 1 bus | 0 | 1,200 |
| D | 1 hr, 1 bus | 0 | 500 |
| E | 1 hr, 1 bus | 0 | 500 |
| F | 1 hr, 1 bus, study | 0 | 500 |

LOT AREA INFORMATION

| | |
|-------------------------------------|-----------|
| Total Area of PUD | 10,000 SF |
| Number of lots per acre of PUD Area | 22 |
| Total Lot Area (including parking) | 11,200 SF |
| Number of Lots per Acre | 11,200 SF |
| Number of Lots per Acre | 22 |

LOT AREA INFORMATION

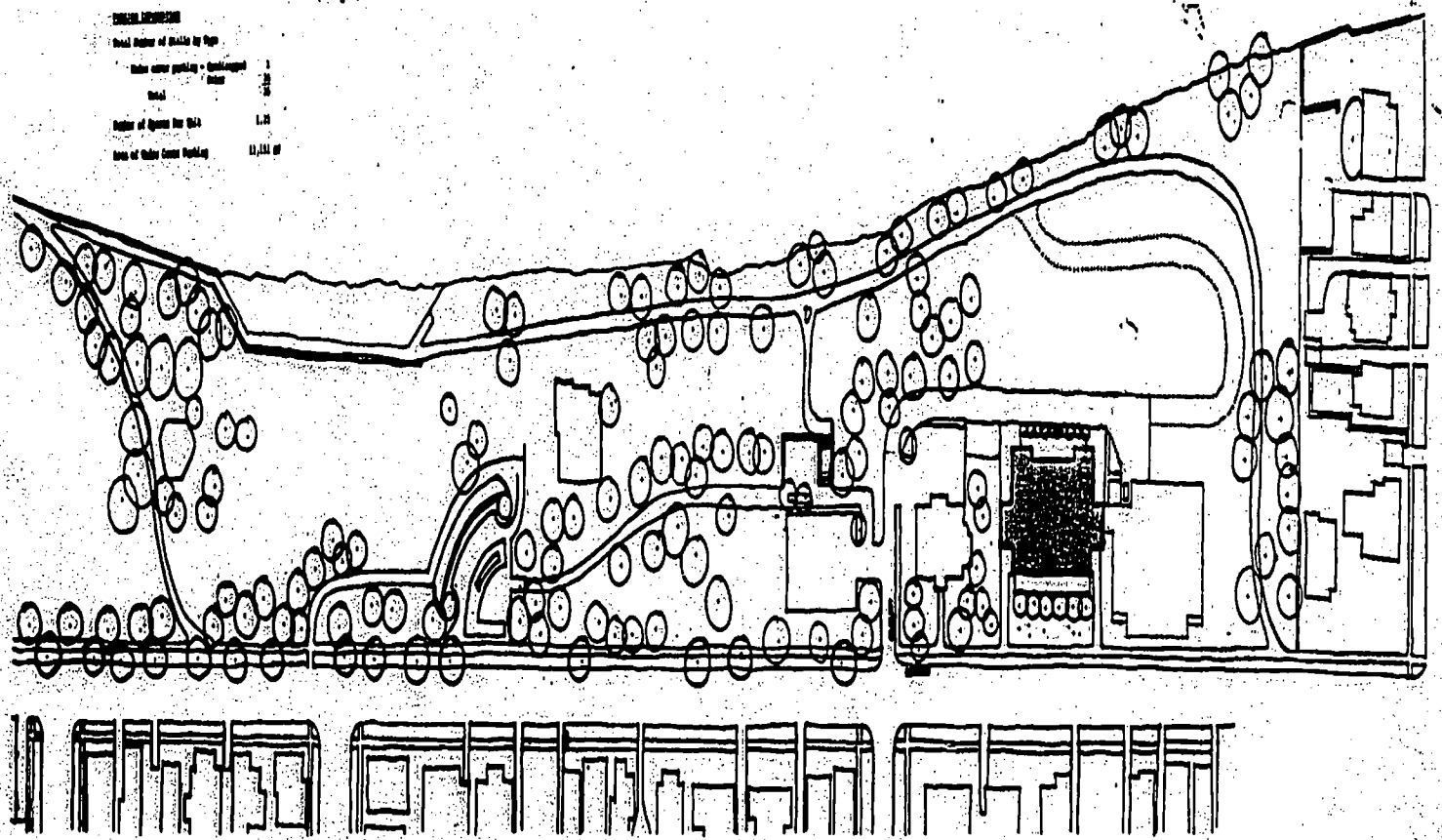
| | |
|---|-----------|
| Total Area of PUD (Excluding Public Area) | 10,000 SF |
| Total Area of PUD (Including Public Area) | 11,200 SF |
| Number of Lots per Acre | 22 |

PARKING INFORMATION

| | |
|---|-----------|
| Total Number of Spaces to be Provided | 11,200 SF |
| Number of Spaces to be Provided (Including Public Area) | 11,200 SF |
| Number of Spaces to be Provided (Including Public Area) | 11,200 SF |
| Number of Spaces to be Provided (Including Public Area) | 11,200 SF |

PLAN SHEET

| Sheet No. | Location |
|-----------|----------------------------|
| 1 | SECTIONAL PLANS & FINISHES |
| 2 | GENERAL NOTES |
| 3 | FOUNDATION |
| 4 | FOUNDATION |
| 5 | FOUNDATION |
| 6 | FOUNDATION |
| 7 | FOUNDATION |
| 8 | FOUNDATION |
| 9 | FOUNDATION |
| 10 | FOUNDATION |
| 11 | FOUNDATION |
| 12 | FOUNDATION |
| 13 | FOUNDATION |
| 14 | FOUNDATION |
| 15 | FOUNDATION |
| 16 | FOUNDATION |
| 17 | FOUNDATION |
| 18 | FOUNDATION |
| 19 | FOUNDATION |
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| 21 | FOUNDATION |
| 22 | FOUNDATION |
| 23 | FOUNDATION |
| 24 | FOUNDATION |
| 25 | FOUNDATION |
| 26 | FOUNDATION |
| 27 | FOUNDATION |
| 28 | FOUNDATION |
| 29 | FOUNDATION |
| 30 | FOUNDATION |



NOTICE

Recorded in the office of the County Clerk of the County of Madison, Wisconsin, on the 11th day of July, 1965.

This is a true and correct copy of the original filed in the City of Madison, Wisconsin, as shown, abstracted as follows:

1. Lot 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, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RECORDING AUTHORITY

City Engineer: *[Signature]* 7/11/65
 State Engineer: *[Signature]* 7/11/65
 County Engineer: *[Signature]* 7/11/65
 Notary Public: *[Signature]* 7/11/65
 Title Examiner: *[Signature]* 7/11/65
 Real Estate Broker: *[Signature]* 7/11/65
 Notary Public: *[Signature]* 7/11/65

LINCOLN SCHOOL - ADAPTIVE REUSE
720 EAST GORHAM
MADISON, WISCONSIN

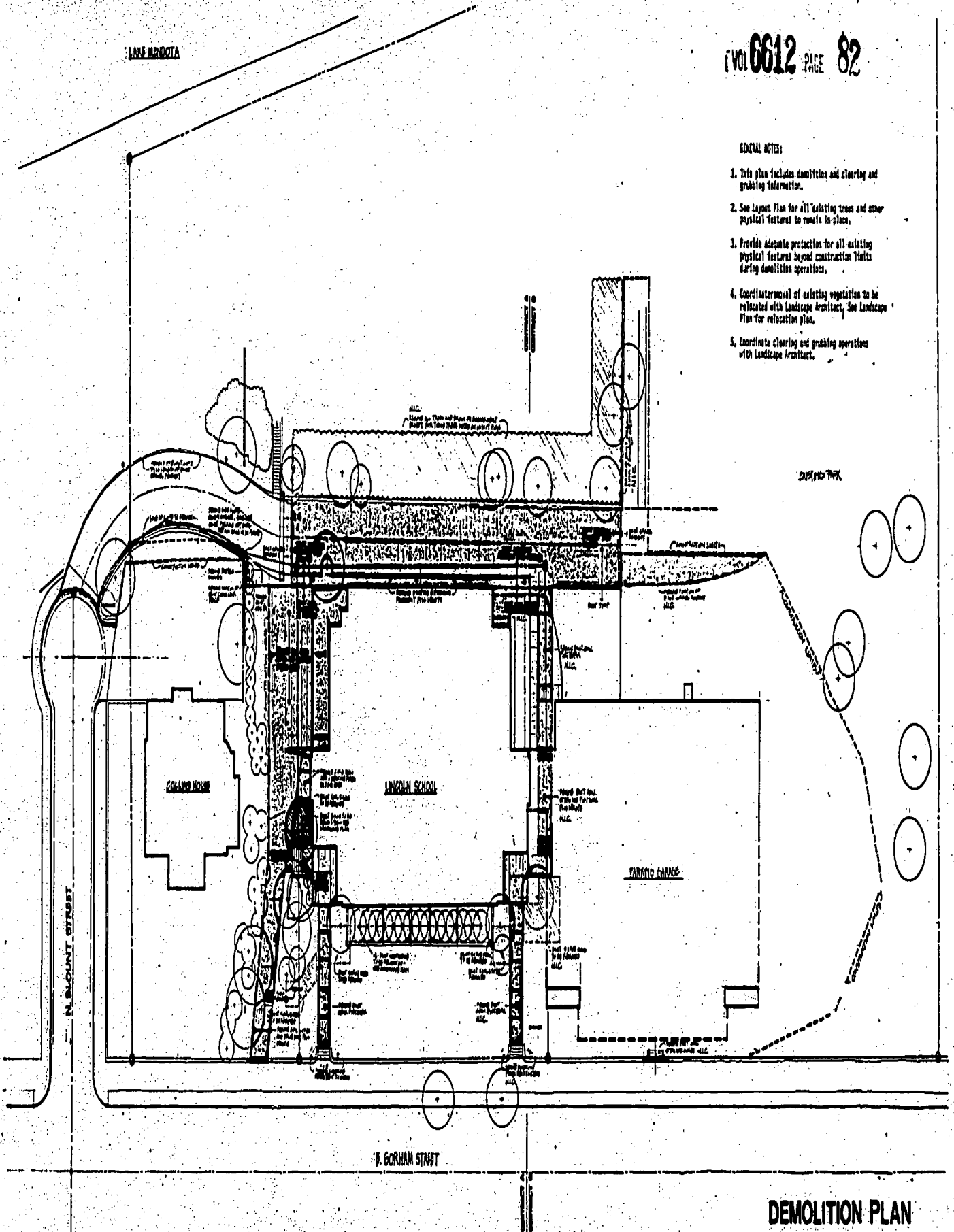
Lincoln School Associates
Bowen Williamson Zimmermann
Urban Land Interests

Developers / Owners
Architects
Real Estate Consultants

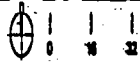


GENERAL NOTES:

- 1. This plan includes demolition and clearing and grubbing information.
- 2. See Layout Plan for all existing trees and other physical features to remain in place.
- 3. Provide adequate protection for all existing physical features beyond construction limits during demolition operations.
- 4. Coordinate removal of existing vegetation to be relocated with Landscape Architect. See Landscape Plan for relocation plan.
- 5. Coordinate clearing and grubbing operations with Landscape Architect.



DEMOLITION PLAN



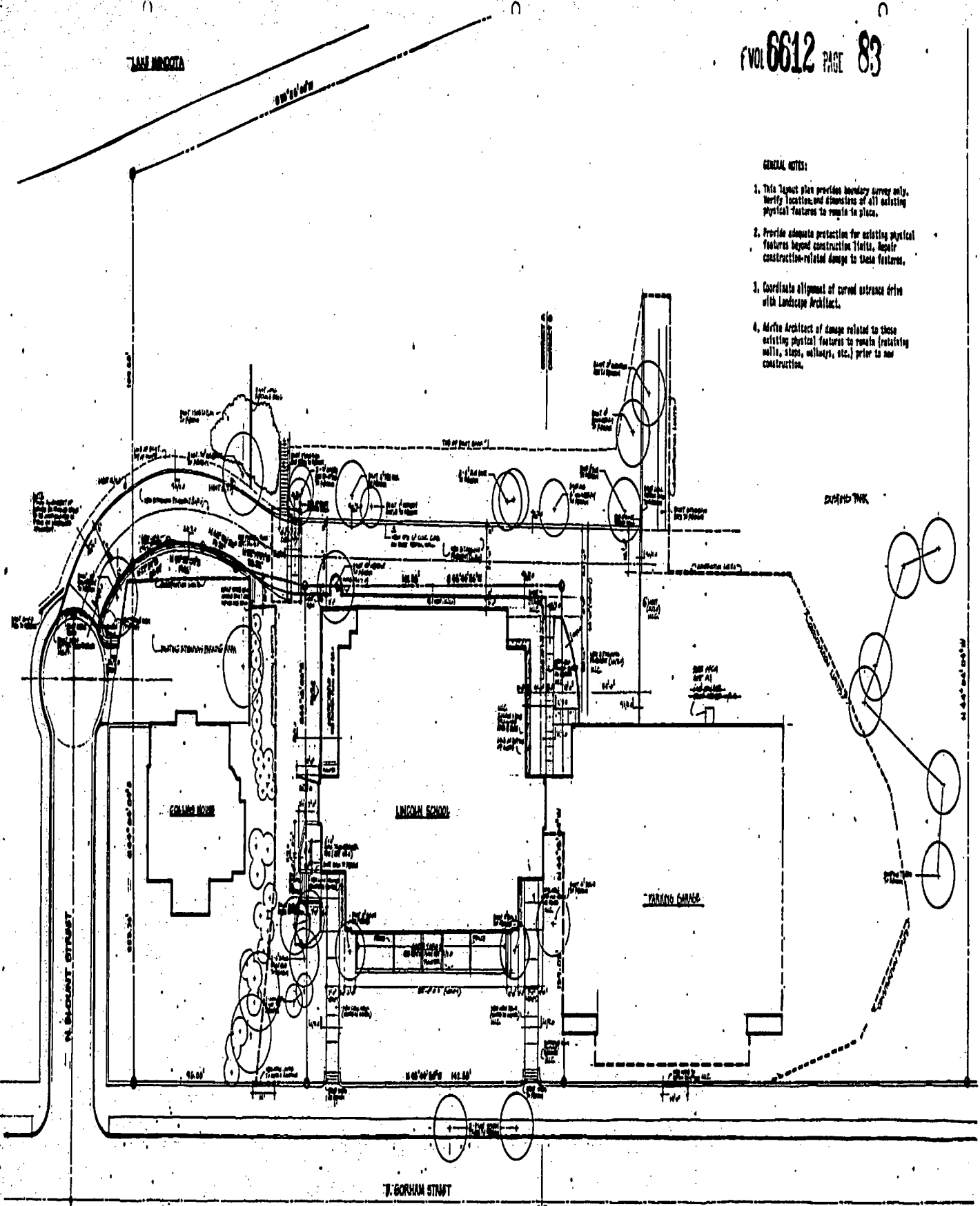
LINCOLN SCHOOL ADAPTIVE REUSE
PARKING FACILITY

LANDSCAPE ARCHITECT: JAMES M. BROWN
ARCHITECT: ALBERT H. HARRIS
ALL DIMENSIONS SHOWN UNLESS NOTED OTHERWISE

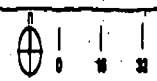
BOWEN WILLARDSON ZIMMERMAN
ARCHITECTS
1000 N. MOUNT STREET, SUITE 100
DURHAM, N.C. 27601
PHONE: 704/286-1111

GENERAL NOTES:

1. This layout plan provides boundary survey only. Verify location and dimensions of all existing physical features to remain in place.
2. Provide adequate protection for existing physical features beyond construction limits. Repair construction-related damage to these features.
3. Coordinate alignment of covered entrance drive with Landscape Architect.
4. Advise Architect of damage related to these existing physical features to remain (retaining walls, slopes, utilities, etc.) prior to new construction.



LAYOUT PLAN



LINCOLN SCHOOL ADAPTIVE RELEASE
PARKING FACILITY

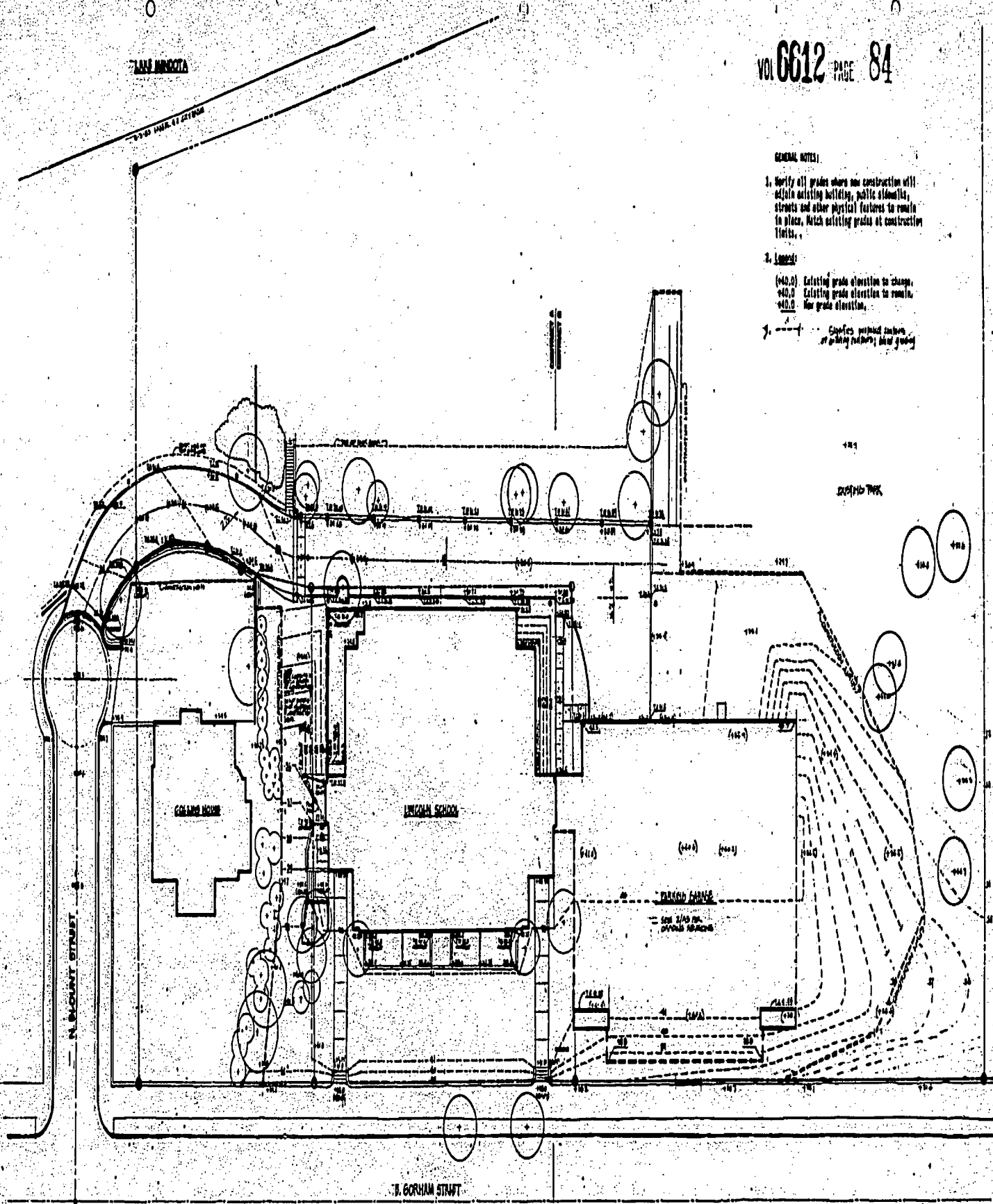
ARCHITECT: WILLIAMSON ZIMMERMAN
2000 W. BROADWAY, SUITE 100
MINNEAPOLIS, MN 55425
PHONE: 612.338.1234
FAX: 612.338.1235

PROJECT: LINCOLN SCHOOL ADAPTIVE RELEASE
PARKING FACILITY
DATE: 11/15/07

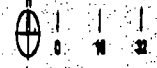
12

GENERAL NOTES:

1. Verify all grades where new construction will affect existing building, public sidewalks, streets and other physical features to remain in place. Match existing grades at construction limits.
 2. Legend:
 - (+0.0) Existing grade elevation to change.
 - (-0.0) Existing grade elevation to remain.
 - (0.0) New grade elevation.
- Existing proposed features at parking outdoors, show grading



GRADING PLAN



LINCOLN SCHOOL - ADAPTIVE REUSE PARKING FACILITY

ARCHITECT: [unreadable] ENGINEER: [unreadable]

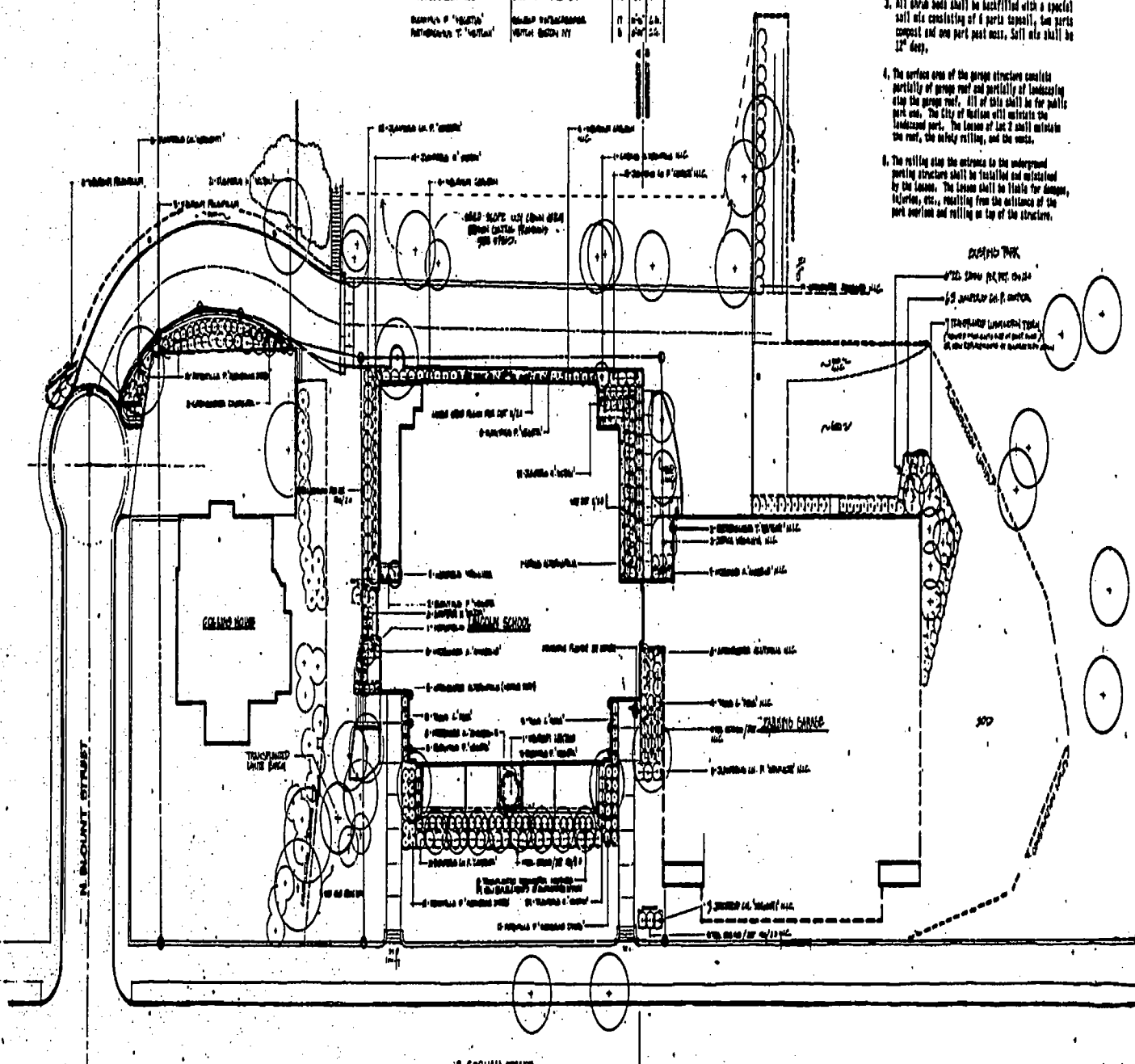
PROJECT: [unreadable] ADDRESS: [unreadable]

L3

PLANT LIST

| PLANT NAME | SYMBOL | QTY | SIZE | REMARKS |
|-------------|----------|-----|--------|---------------|
| SPICE PLANT | (Symbol) | 2 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 4 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 8 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 20 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 40 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 8 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 12 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 1 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 4 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 127 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 41 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 86 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 17 | 2 1/2" | MINI-MAX 1/2" |
| REDWOOD | (Symbol) | 8 | 2 1/2" | MINI-MAX 1/2" |

- GENERAL NOTES:**
- Contractor shall repair with soil all lawn areas within the construction limits disturbed by construction.
 - All plant beds shall be mulched entirely, individual plants shall receive a 3" diameter circle of mulch.
 - All lawn beds shall be fertilized with a special soil mix consisting of 6 parts peat, two parts compost and one part peat moss. Soil mix shall be 12" deep.
 - The surface area of the garage structure consists partially of garage roof and partially of landscaping atop the garage roof. All of this shall be for public park use. The City of Madison will maintain the landscaped part. The owner of Lot 2 shall maintain the roof, the water retting, and the walls.
 - The rolling along the entrance to the underground parking structure shall be installed and maintained by the owner. The owner shall be liable for damage, injuries, etc., resulting from the existence of the part surface and rolling on top of the structure.

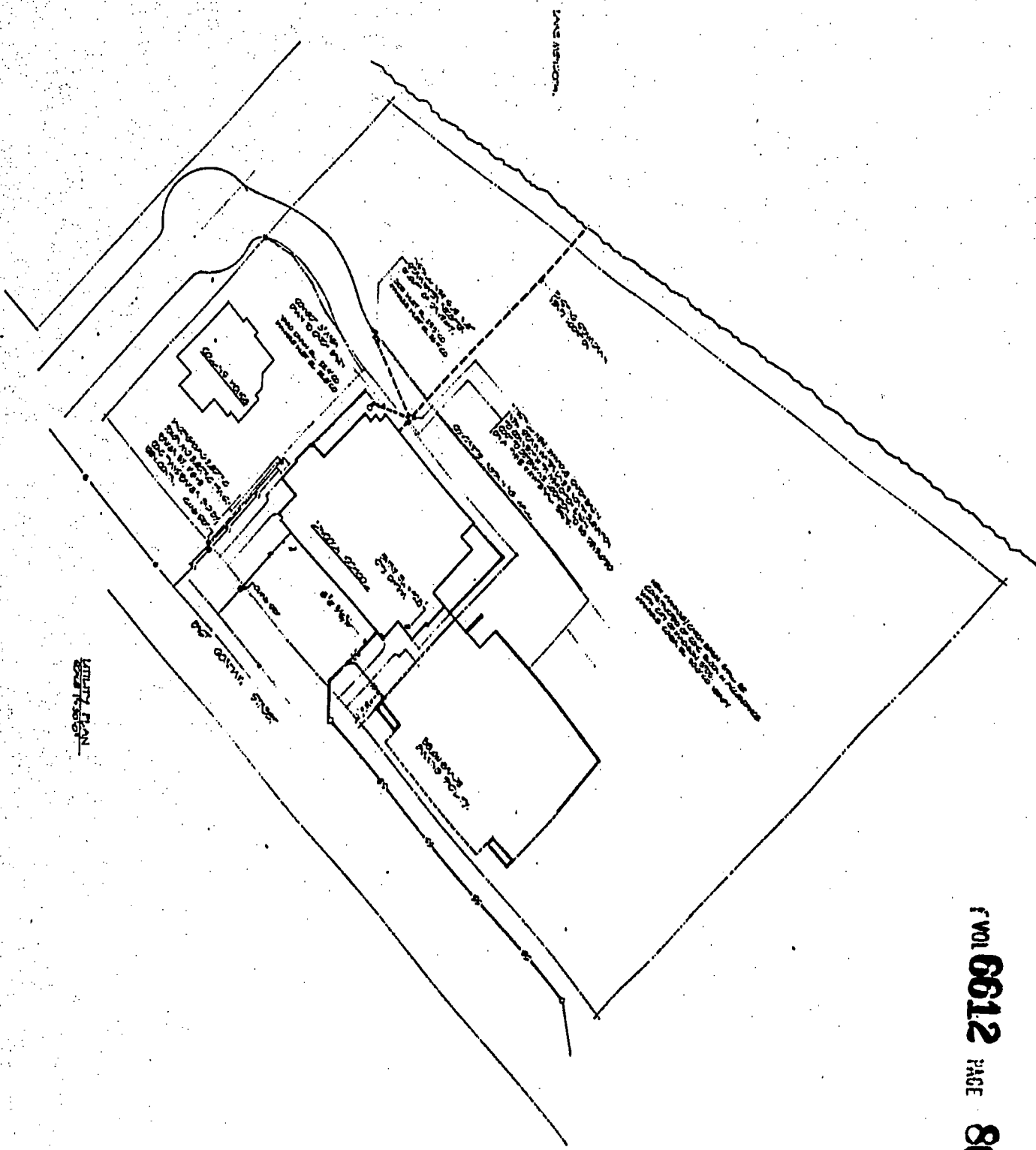


LANDSCAPE PLAN



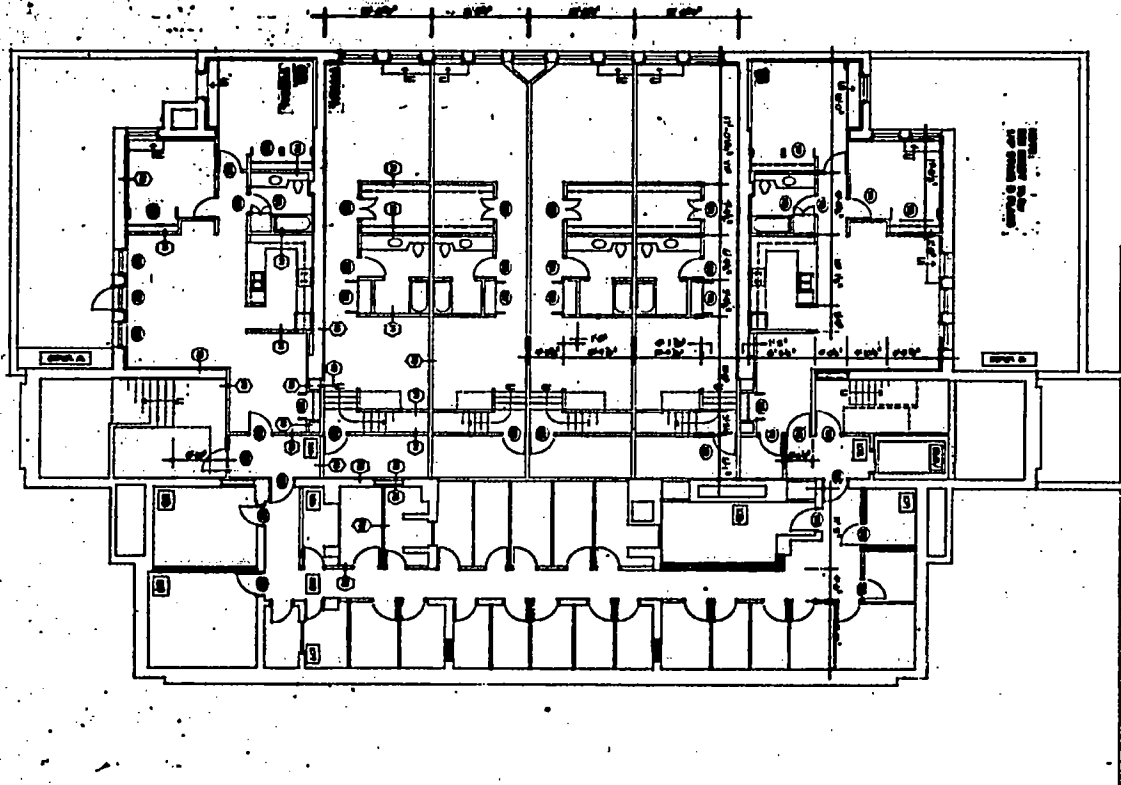
LINCOLN SCHOOL-ADAPTIVE REUSE PARKING FACILITY
 BOWEN WILLIAMS ZAMBERMAN ARCHITECTS
 310 NORTH ALBANY STREET
 MADISON, WISCONSIN 53703
 608/263-1111
 PROJECT NO. 15-001
 SHEET NO. 85
 DATE 11/15/11

UTILITY PLAN

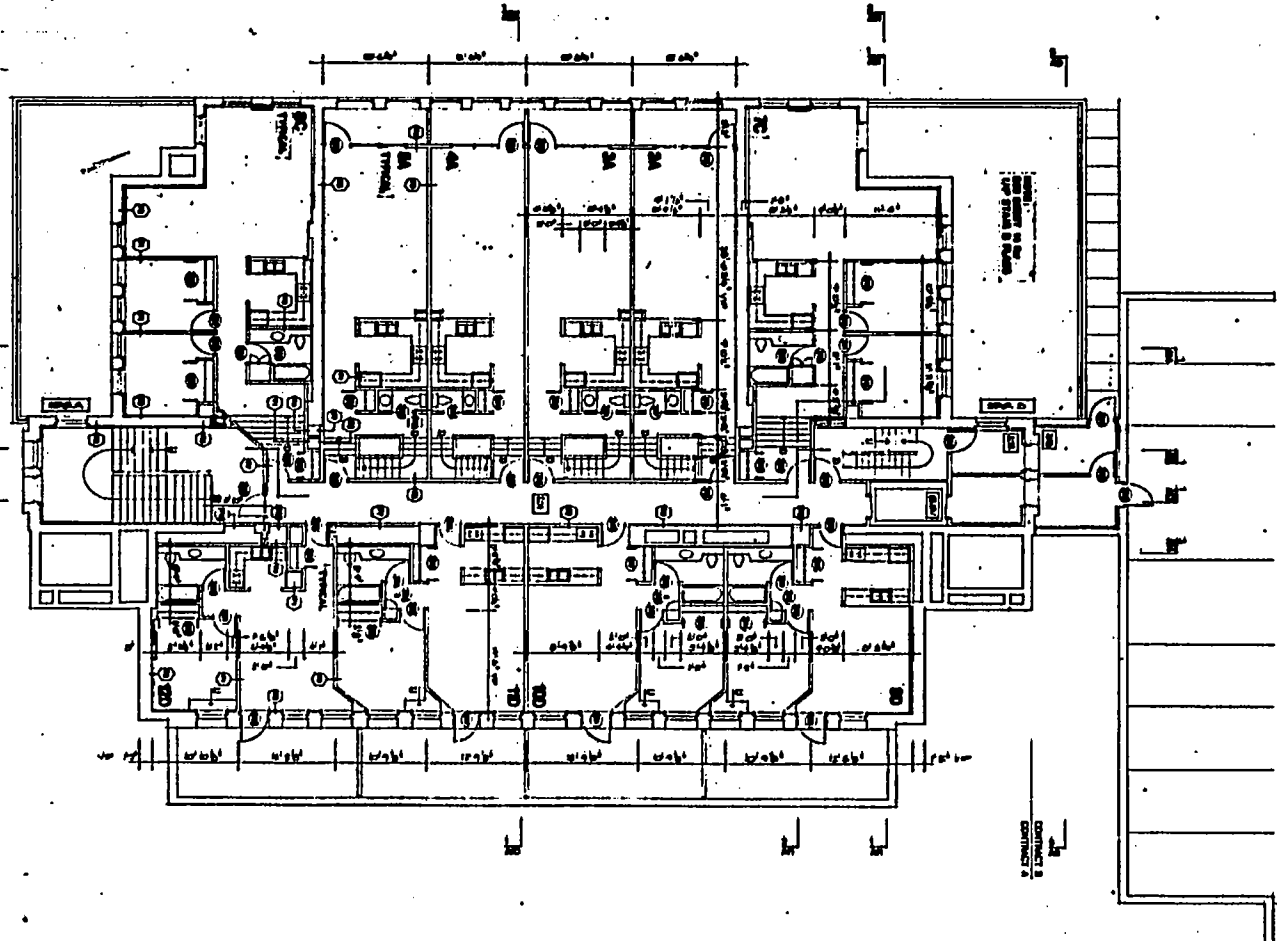


BOWEN WILLIAMSON ZIMMERMAN
 11 NORTH ALLEN MILWAUKEE, WISCONSIN 53233
 DRAWING NO. 4222
 DATE: JULY 2, 1984
 PROJECT NO. 88-01-001 REVISED: 8/11/84

LINCOLN SCHOOL - ADAPTIVE REUSE
 720 EAST CEDAR STREET MILWAUKEE, WISCONSIN



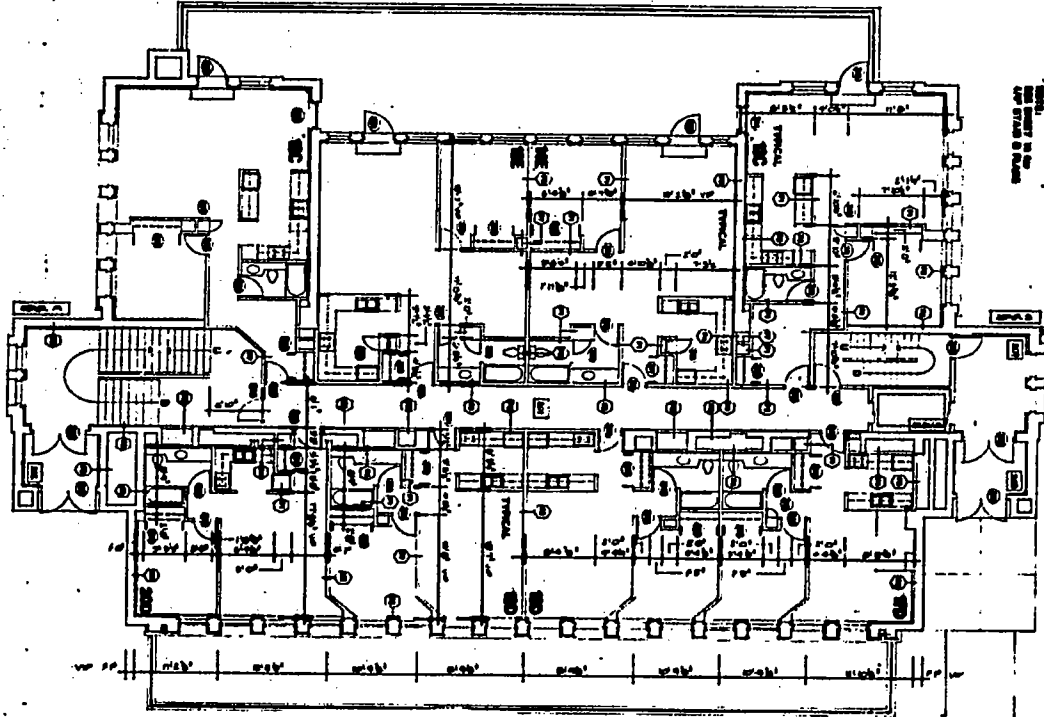
1. FIRST FLOOR PLAN



2. SECOND FLOOR PLAN

BOWEN WILLIAMSON ZIMMERMANN
 ARCHITECTS
 110 NORTH ALABAMA
 BIRMINGHAM, ALABAMA 35203
 TEL. 581-1111 FAX 581-1111

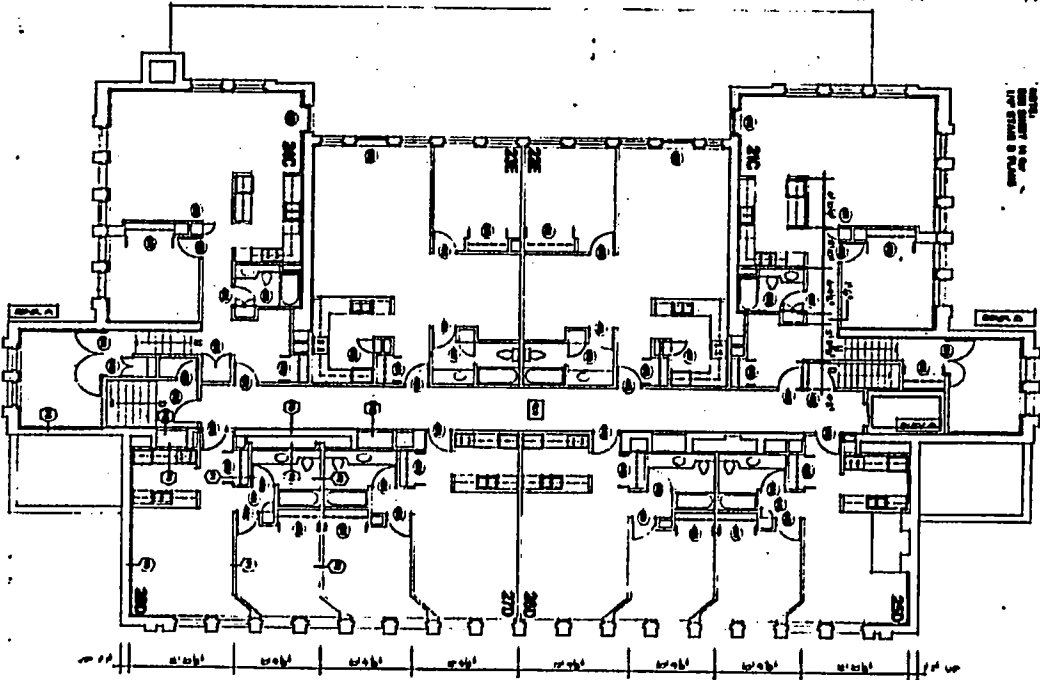
LINCOLN SCHOOL - ADAPTIVE REUSE
 701 EAST 63RD STREET
 BIRMINGHAM, ALABAMA



3. THIRD FLOOR PLAN



3. LANDING PLAN



2. SECOND FLOOR PLAN

EVOI 6612 PAGE 88

BOWEN WILLIAMSON ZIMMERMANN
 11 Spring Hill
 Madison, Wisconsin 53706
 Architects
 JULY 8, 1972

LINCOLN SCHOOL - ADAPTIVE REUSE
 770 EAST WASHINGTON STREET
 MADISON, WISCONSIN

5

1. THE SCHOOL BUILDING, EXISTING AND PROPOSED, IS SHOWN ON THIS PLAN. THE EXISTING BUILDING IS SHOWN WITH DASHED LINES AND THE PROPOSED BUILDING IS SHOWN WITH SOLID LINES. THE PROPOSED BUILDING IS A REUSE OF THE EXISTING BUILDING AND IS TO BE USED AS A SCHOOL BUILDING. THE PROPOSED BUILDING IS TO BE USED AS A SCHOOL BUILDING AND IS TO BE USED AS A SCHOOL BUILDING.

2. THE PROPOSED BUILDING IS TO BE USED AS A SCHOOL BUILDING AND IS TO BE USED AS A SCHOOL BUILDING.

3. THE PROPOSED BUILDING IS TO BE USED AS A SCHOOL BUILDING AND IS TO BE USED AS A SCHOOL BUILDING.

4. THE PROPOSED BUILDING IS TO BE USED AS A SCHOOL BUILDING AND IS TO BE USED AS A SCHOOL BUILDING.

5. THE PROPOSED BUILDING IS TO BE USED AS A SCHOOL BUILDING AND IS TO BE USED AS A SCHOOL BUILDING.

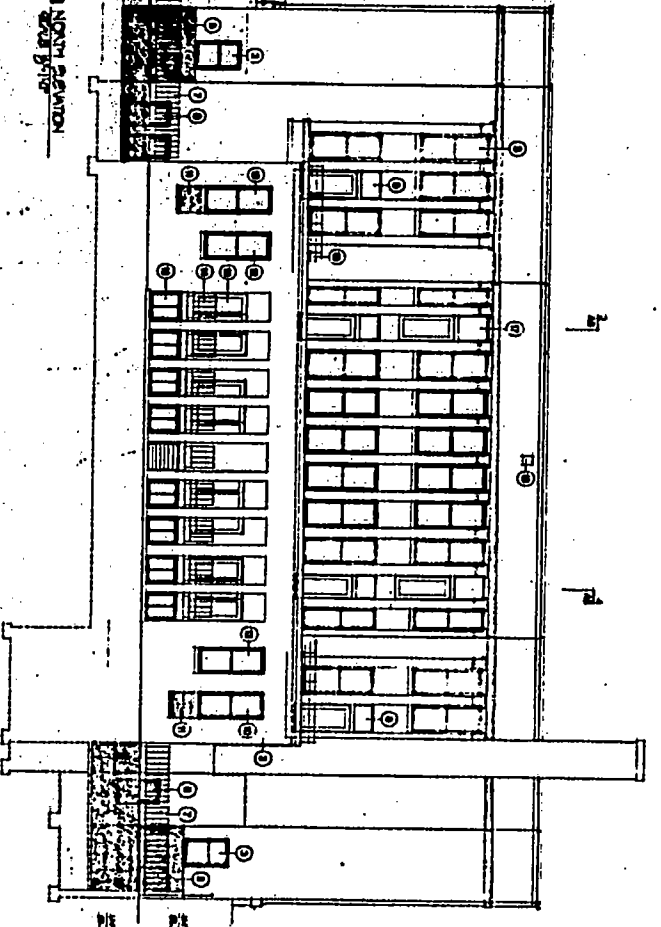
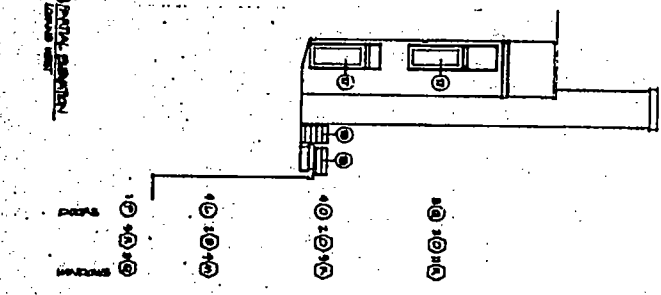
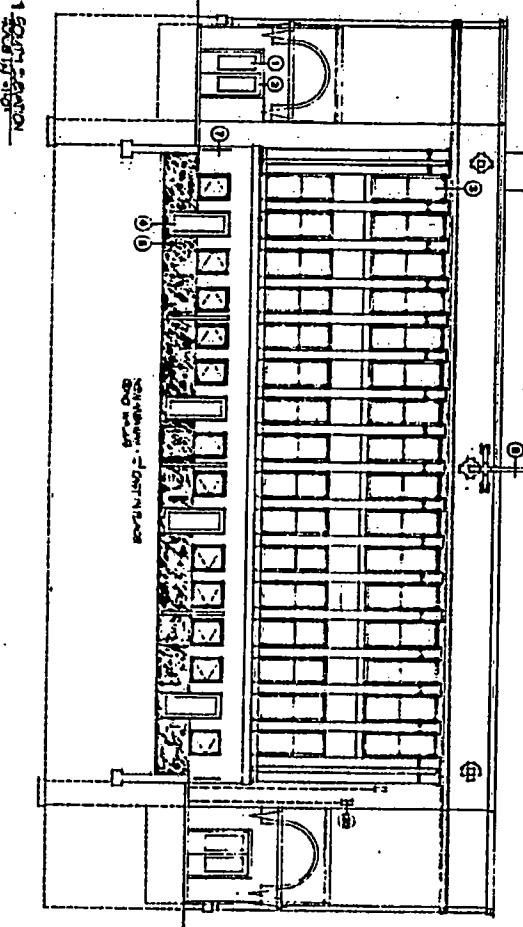
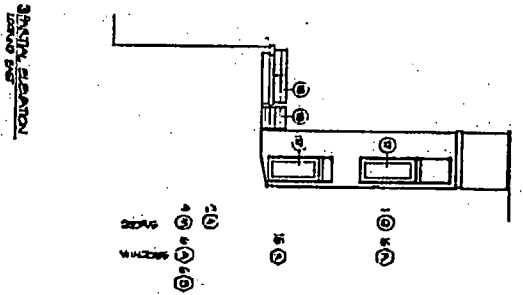
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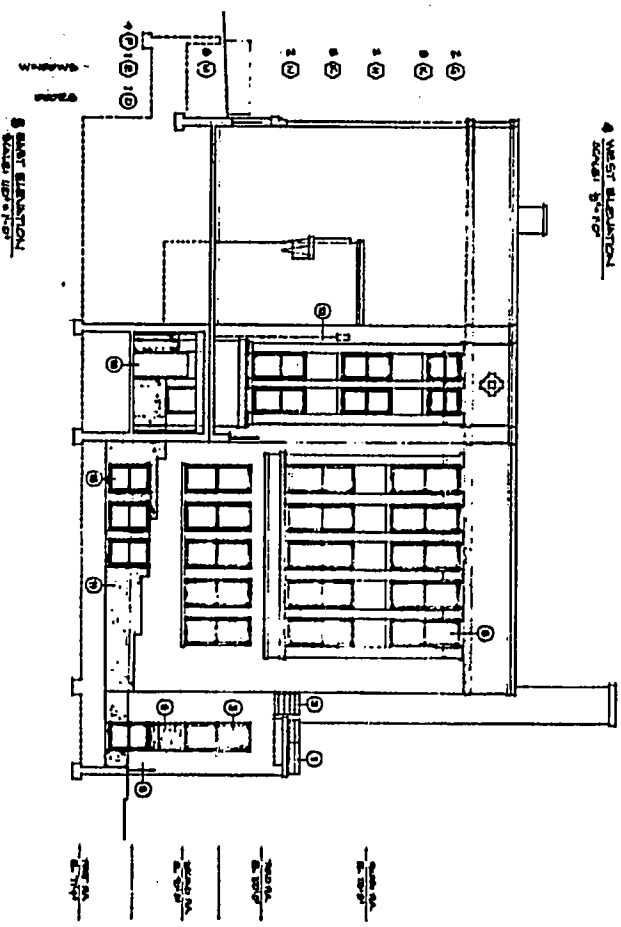
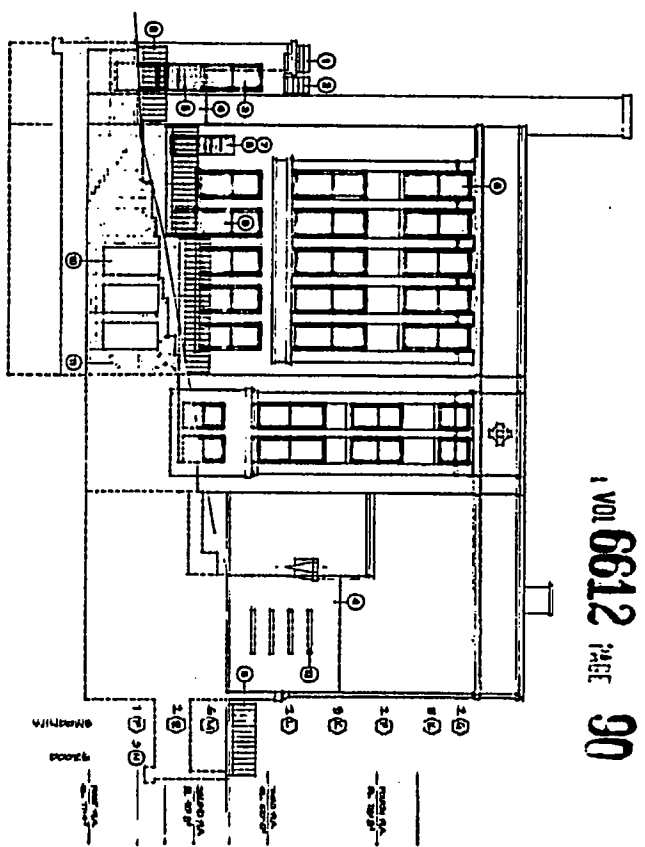
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1. GENERAL NOTES: SEE ALL NOTES TO SET SHEET. THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE CONTRACT DOCUMENTS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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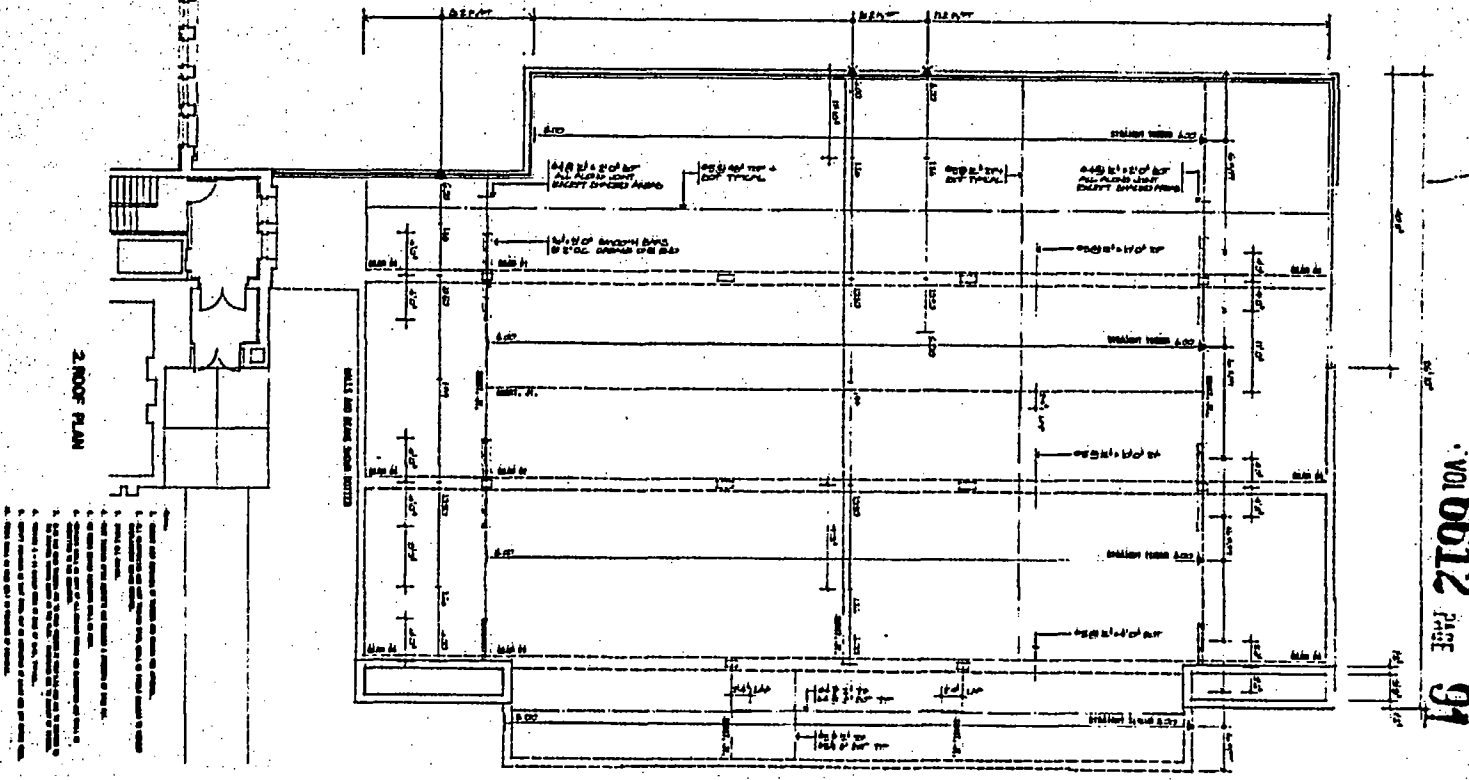
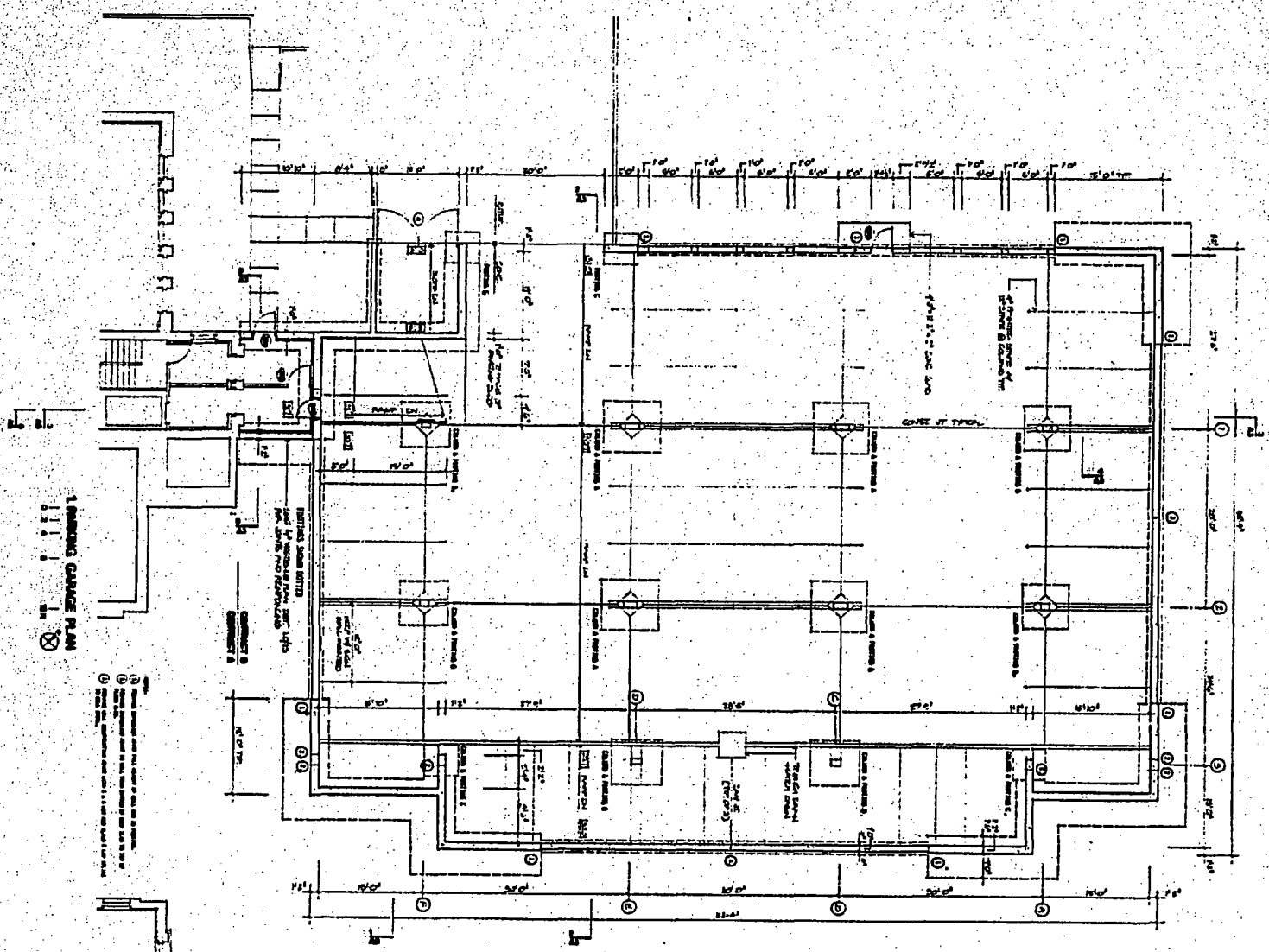


1 VOL 6612 PAGE 90

BOWEN WILLIAMSON ZIMMERMANN
 ARCHITECTS
 110 NORTH ALLEN
 MILWAUKEE, WISCONSIN 53201
 PHONE: 414-224-1100
 FAX: 414-224-1101
 WWW: WWW.BWZ.COM

LINCOLN SCHOOL - ADAPTIVE REUSE
 720 EAST DEWEY STREET
 MILWAUKEE, WISCONSIN 53201

9

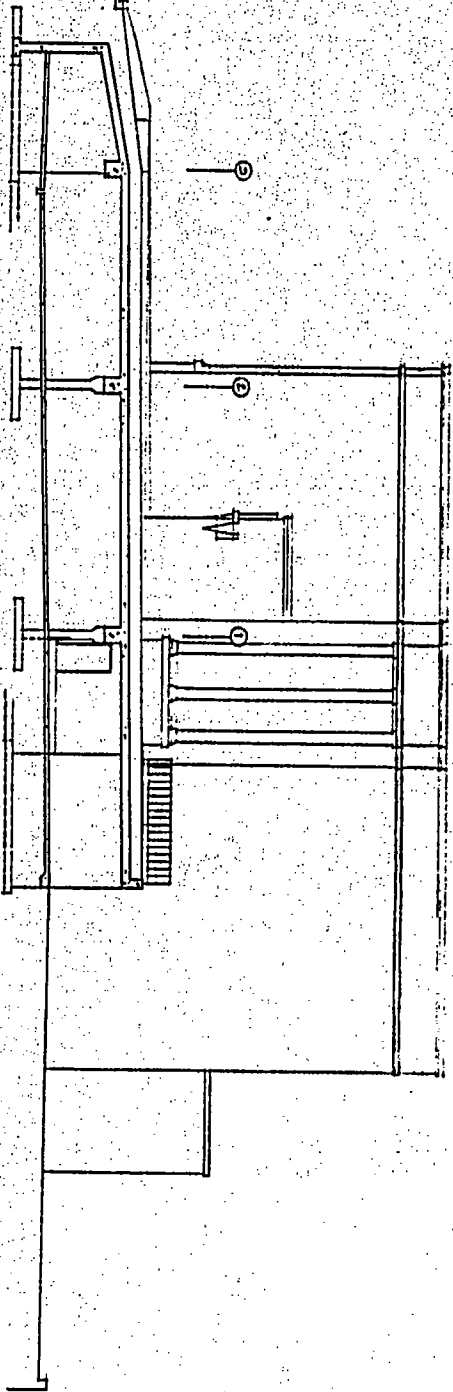


BOWEN WILLIAMSON ZIMMERMANN
11 SENECA ALLEN
MILWAUKEE, WISCONSIN 53206

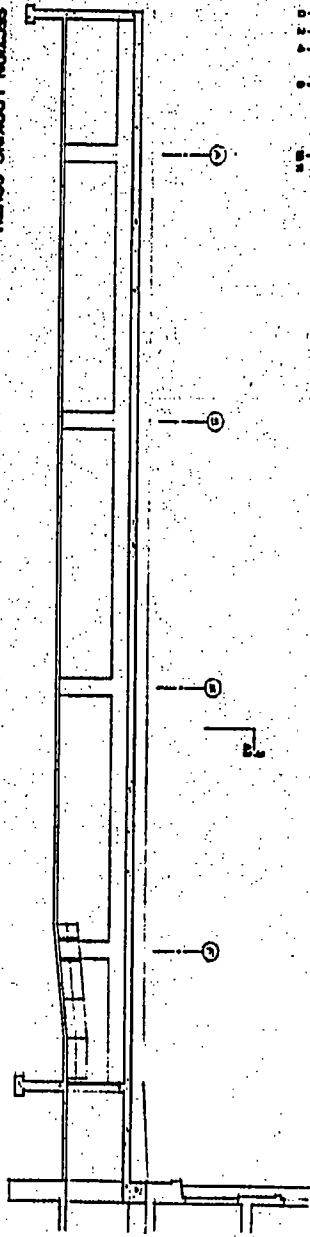
LINCOLN SCHOOL ADAPTIVE REUSE
170 EAST COPPIN STREET
MILWAUKEE, WISCONSIN
PARKING FACILITY

A1

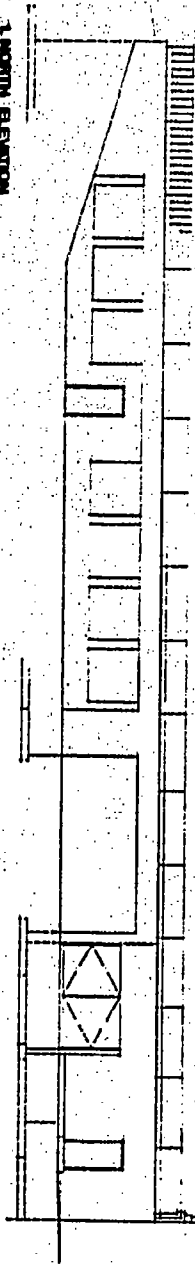
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2 SECTION LOOKING SOUTH



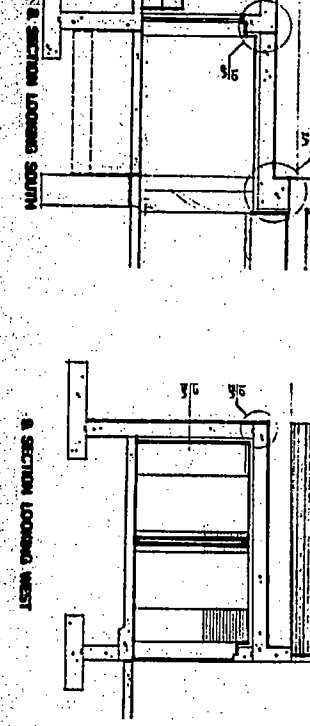
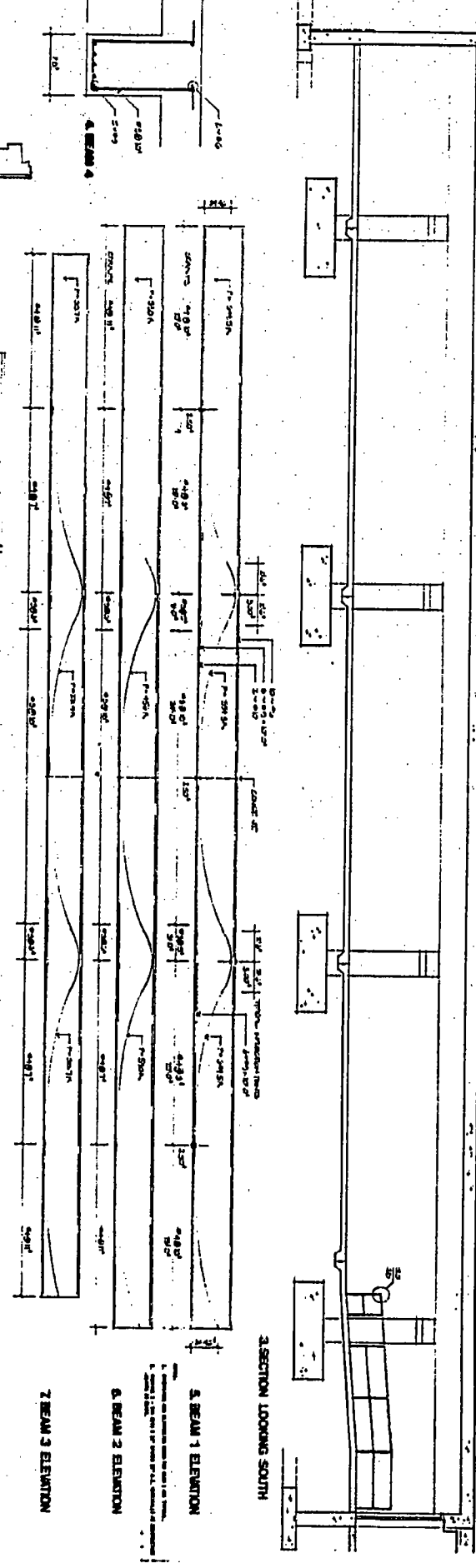
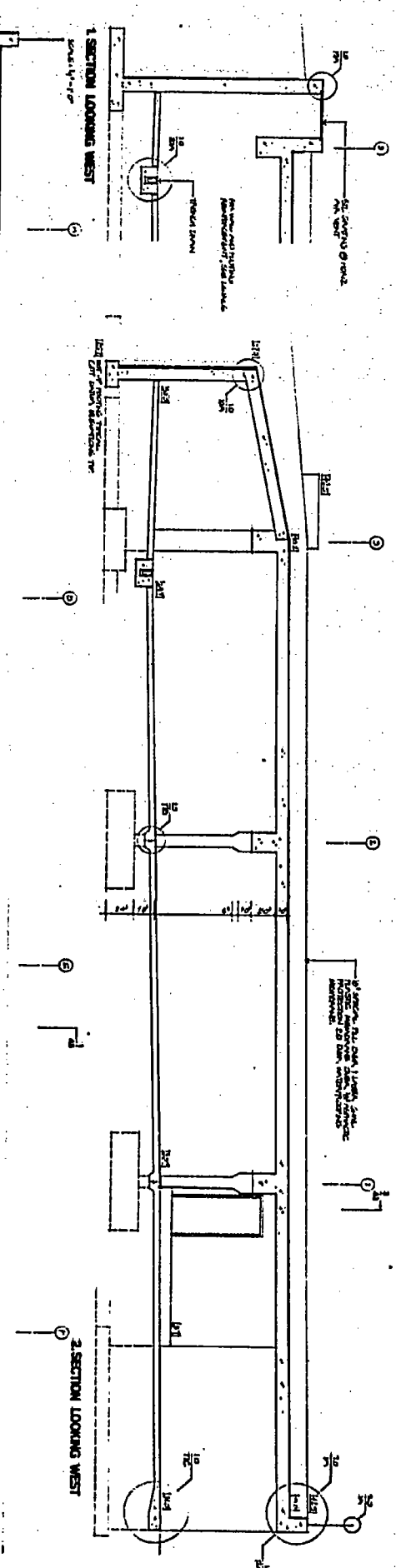
1 NORTH ELEVATION



- FINISH
- CONCRETE
- METAL
- GLASS
- WOOD
- BRICK
- STONE

BOWEN WILLIAMSON ZIMMERMANN
11 NORTH ALLEN
MILWAUKEE, WISCONSIN 53233

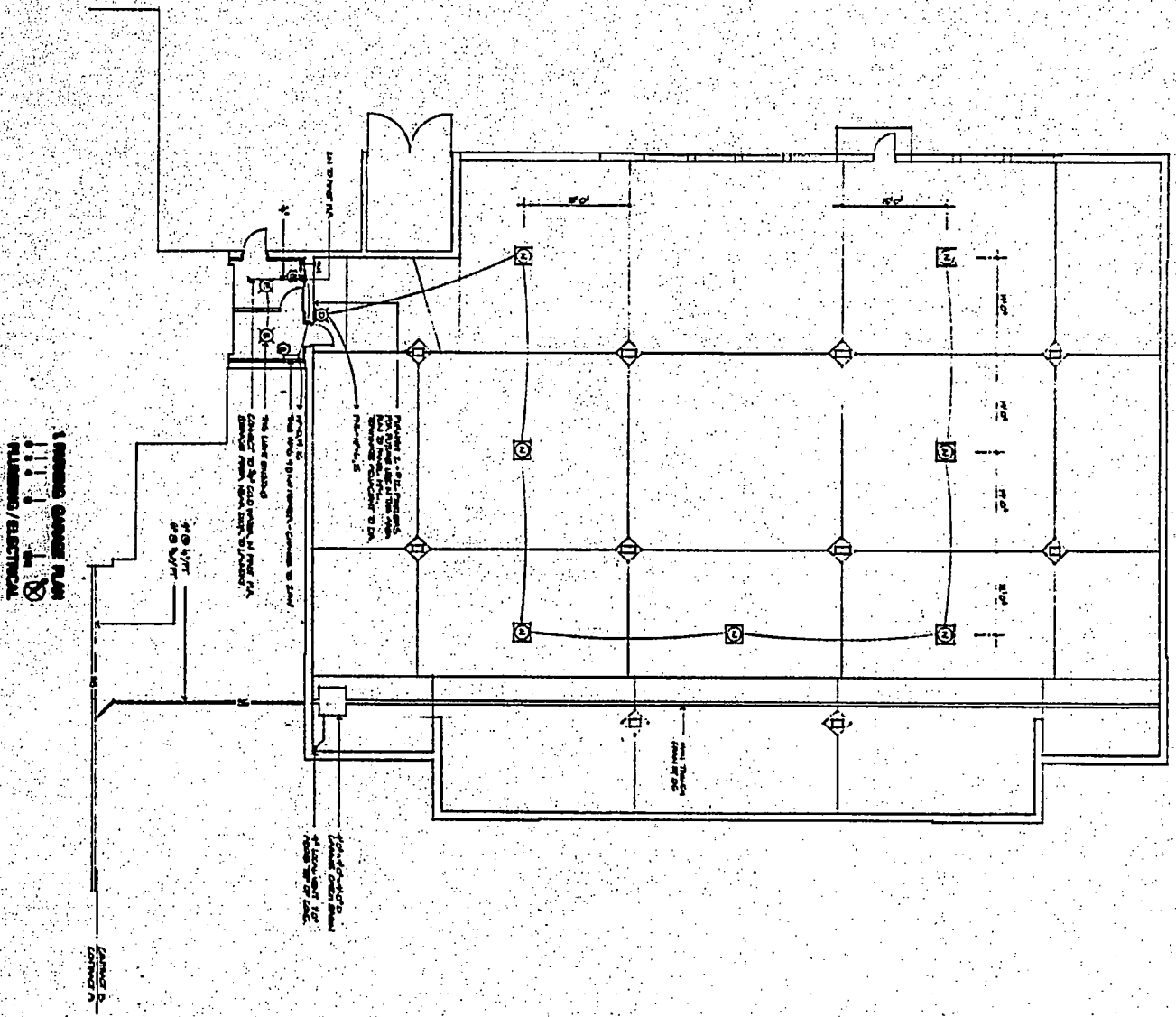
LINCOLN SCHOOL ADAPTIVE REUSE
770 EAST DONHAM STREET
MILWAUKEE, WISCONSIN
PARKING FACILITY



BOWEN WILLIAMSON ZIMMERMANN
41 NORTH ALLEN
MILWAUKEE, WISCONSIN 53204

LINCOLN SCHOOL - ADAPTIVE REUSE
701 EAST COLUMBIAN STREET
MILWAUKEE, WISCONSIN

A3



| PROJECT LOCATIONS | | | | | |
|-------------------|----------|-----------|------------|--------|----------|
| TR | FUNCTION | TR | CREATED AS | DATE | LOCATION |
| 1 | TRUCK | 12' x 20' | 1 | 1/1/19 | Garage A |
| 2 | TRUCK | 12' x 20' | 1 | 1/1/19 | Garage B |
| 3 | TRUCK | 12' x 20' | 1 | 1/1/19 | Garage C |
| 4 | TRUCK | 12' x 20' | 1 | 1/1/19 | Garage D |
| 5 | TRUCK | 12' x 20' | 1 | 1/1/19 | Garage E |

BOWEN WILLIAMSON ZIMMERMANN
 11 NORTH ALLEN
 MILWAUKEE, WISCONSIN 53233
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LINCOLN SCHOOL - ADAPTIVE REUSE
 720 EAST GERMAN STREET
 MILWAUKEE, WISCONSIN 53212
PARKING FACILITY

PE 1

LETTER OF INTENT

TO: The Plan Commission, Urban Design Commission, Landmarks Commission and
Common Council of the City of Madison

RE: Lincoln School Apartments
720 East Gorham Street
Madison, Wisconsin 53703

Lincoln School Associates, a partnership formed by Urban Land Interests, Inc. and Bowen Williamson Zimmermann Architects, has made an offer to purchase the Lincoln School property at 720 East Gorham Street, Madison, Wisconsin, which offer has been accepted by the City of Madison. Lincoln School Associates, as prospective owner and developer of the above-referenced project, hereby applies for rezoning of the former Lincoln School property from R5 to a Planned Unit Development District.

It requests that the General Development Plan and Specific Implementation Plan for the project be considered simultaneously.

Name and Address of Owner

The present owner of the property is the City of Madison, c/o M. N. Gawlik, Real Estate Coordinator, Madison Municipal Building, 215 Monona Avenue, Madison, Wisconsin 53710.

The prospective owner is Lincoln School Associates, c/o Urban Land Interests, Inc., 301 North Broom Street, Madison, Wisconsin 53703.

Name of Project

Lincoln School Apartments.

Proposed Land Use and General Character of Intended Development

Lincoln School Associates proposes to create 28 multifamily residences within the existing Lincoln School building. They will be entirely new apartments within the existing exterior shell--new electrical, plumbing, HVAC, insulation, partitions, doors, hardware, appliances, fixtures and finishes. The apartments will have attractive spatial characteristics defined by the existing building--high ceilings, tall windows, deep window sills, and so on. To the maximum extent, consistent with meeting the energy code, the exterior masonry bearing walls will be left exposed on the inside of the dwellings. Original interior details that can enhance the completed apartments and common area will be preserved.

The building width, at 90 feet, is greater than normal for apartment use. The apartments facing the lake have unusual depth, which provides the opportunity for distinct dining areas or studies on the corridor side of the dwellings. In the high-ceilinged gymnasium, a new floor will be added to create four two-story apartments facing the lake. On the Gorham Street side, there will be three levels of apartments, the lowest of which will be made possible through the creation of sunken exterior courtyards or "English basements," which will be concealed from view along Gorham Street.

There will be a total window replacement, using window frames entirely sympathetic with the original design. The existing window openings will be left intact. On the lake-facing side of the building, on the upper floor of the four "A" units, the exterior window openings will be left unglazed, and a new patio door exterior wall system created unobtrusively behind them. This technique creates balconies (private outdoor spaces are highly important to the downtown market) which absorb some of the excessive depth in the lake-facing apartments.

These apartments are far larger than most of the units that have been built downtown in the past ten years, some of which contained less than 300 square feet. The 28 apartments to be created are summarized on the following page.

An elevator will be created at the east end of the building, near the entrance from the parking garage. At the lowest building level (below grade on the Gorham Street side) are individual tenant storage lockers plus a laundry room.

In summary, then, the treatment of the existing building is informed by these objectives:

- to respect the original exterior of the building;
- to use the building as fully as possible, consistent with its existing structural system;
- to create apartments that are generally more spacious than the uncomfortably-small apartments that have been developed downtown in the past ten years.

The Site Plan

The site plan minimizes the amount of land area used to support the development of the building and maximizes the amount of land area that can be devoted to public use.

The site plan creates a parking area for residents of Lincoln School immediately adjacent to the existing building. The existing service drive to the north of the existing building would be retained under City control and would be used to provide access to the Lincoln School parking. We propose to build a 35-car underground parking structure into the side of the hill and to offer no surface parking. The top deck of the parking structure would be covered with earth and graded and landscaped to blend in with the adjoining parkland. The City of

SUMMARY DESCRIPTION OF LINCOLN SCHOOL APARTMENTS

| Unit | Floor of Building | Unit Type | Net Size (SF) | Lake View? | Private Outdoor Space? | Comments |
|--------------|-------------------|------------------------------------|---------------|------------|------------------------|---|
| 1 | 1 | 2 BR, 1 bath | 967 | No | No | Somewhat below grade on lake side, no views |
| 2 | 1-2 | 1 BR/den townhouse, 1 1/2 baths | 1,290 | Yes | Balcony | Two stories, very large |
| 3 | 1-2 | 1 BR/den townhouse, 1 1/2 baths | 1,290 | Yes | Balcony | Two stories, very large |
| 4 | 1-2 | 1 BR/den townhouse, 1 1/2 baths | 1,290 | Yes | Balcony | Two stories, very large |
| 5 | 1-2 | 1 BR/den townhouse, 1 1/2 baths | 1,290 | Yes | Balcony | Two stories, very large |
| 6 | 1 | 2 BR, 1 bath | 982 | No | Huge courtyard | Somewhat below grade, but huge private courtyard |
| 7 | 2 | 2 BR, 1 bath, distinct dining area | 982 | Yes | No | Somewhat limited lake-facing windows assumed to be improved |
| 8 | 2 | 2 BR, 1 bath, distinct dining area | 982 | Yes | No | Somewhat limited lake-facing windows assumed to be improved |
| 9 | 2 | 1 BR, 1 bath | 605 | No | Courtyard | Faces SE, somewhat below grade, sunken courtyard |
| 10 | 2 | 1 BR, 1 bath | 605 | No | Courtyard | Faces SE, somewhat below grade, sunken courtyard |
| 11 | 2 | 1 BR, 1 bath | 605 | No | Courtyard | Faces SE, somewhat below grade, sunken courtyard |
| 12 | 2 | 1 BR, 1 bath | 605 | No | Courtyard | Faces SE, somewhat below grade, sunken courtyard |
| 13 | 3 | 1 BR, 1 bath (large) | 880 | Yes | Large balcony | Could be a 2 BR unit. Design emphasizes gracious LR. |
| 14 | 3 | 1 BR/den, 1 bath | 850 | Yes | Huge balcony | Perfect lake relationship, 400 SF balcony |
| 15 | 3 | 1 BR/den, 1 bath | 850 | Yes | Huge balcony | Perfect lake relationship, 400 SF balcony |
| 16 | 3 | 1 BR, 1 bath (large) | 843 | Yes | Large balcony | Could be a 2 BR unit. Design emphasizes gracious LR. |
| 17 | 3 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit, handsome old fireplace |
| 18 | 3 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| 19 | 3 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| 20 | 3 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| 21 | 4 | 2 BR, 1 bath, 2 levels | 1,063 | Yes | No | Could be a 3 BR unit. Very gracious room sizes. |
| 22 | 4 | 1 BR/den, 1 bath | 850 | Yes | No | Top floor, lake facing with 5 major windows |
| 23 | 4 | 1 BR/den, 1 bath | 850 | Yes | No | Top floor, lake facing with 5 major windows |
| 24 | 4 | 2 BR, 1 bath, 2 levels | 1,120 | Yes | No | Could be a 3 BR unit. Very gracious room sizes. |
| 25 | 4 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit, handsome old fireplace |
| 26 | 4 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| 27 | 4 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| 28 | 4 | 1 BR, 1 bath | 605 | No | No | Faces SE, standard 1 BR unit |
| TOTAL | | | | | | |

Madison would retain all rights, ownership and maintenance responsibilities of the open space on top of the parking deck. By sandwiching space for a private use beneath public property, the design...

- provides a covered link to the building,
- provides shelter from the prevailing northern winds that sweep across the lake,
- conceals the parking from both the lake and Gorham Street,
- maximizes the open space that can be used as an extension of James Madison Park,
- removes the need for parking at the lower level of the park, and
- satisfies a market demand for covered parking.

A significant amount of landscaping will be installed, particularly surrounding the main entrance and in front of the English terraces on the Gorham Street side of the building.

Relationship With the City

The prospective owner-developer is purchasing the school building from the City of Madison and leasing the site area associated with the building from the City. The subterranean area associated with the parking garage will also be leased from the City. The existing curb cut and drive from Gorham Street to the property will be removed and replaced with the landscape. The only automotive access to the property will be from North Blount Street. A right-of-way easement over the existing driveway from North Blount Street to the Lincoln School Apartments parking will be conveyed to the owner-developer by the City. Thus, the City of Madison must join in the PUD rezoning.

Names and Addresses of Professionals Involved in the Design

Architecture and Landscape Architecture:

Bowen Williamson Zimmermann
 11 North Allen Street
 Madison, Wisconsin 53705

Surveyor:

John C. McKenna
 6701 Seybold Road
 Madison, Wisconsin 53711

Structural Engineering:

no 6613 PAGE 1

Strand Associates, Inc.
910 West Wingra Drive
Madison, Wisconsin 53715

HVAC, Plumbing and Electrical Engineering:

Associated Engineers, Inc.
1801 West Beltline Highway
Madison, Wisconsin 53713

Expected Construction Schedule

It is hoped that construction can begin in November 1984. Construction is expected to require seven months to complete.

Landscape Budget

The landscape budget associated with the school building is \$24,320. The landscape budget associated with the parking structure has not been determined.

General Economic Analysis

The property is presently owned by the City of Madison. The development of the project will have the following economic benefits to the City:

- receipt of \$30,000 in purchase price for the building;
- receipt of land lease payments from the owner for 49 years (first year's payment approximately \$15,000);
- freedom from the cost of providing maintenance and security to the vacant building;
- increase of assessed valuation by approximately \$1,100,000;
- probably no households with public-school-age children to be attracted to the completed development.

Miscellaneous

The prospective owner-developer does not propose to impose any deed restrictions or to dedicate any lands or easements. Precise plans for private provision of common services have not been made.

There will be underground electric and telephone service.

Sheet L1 shows the removal or pruning of certain brush on the slope northwest of the drive. The root structures would be left intact to hold the slope. The slope would then be top dressed and seeded with crownvetch. The trees to remain are indicated. Otherwise, Lincoln School Associates shall be permitted to prune bushes and trees that spring up again on the slope.

Legal Description of PUD Area

The legal description of the Lincoln School Apartments is as follows:

A part of Lots 2, 3, 4, 5 and 6, Block 138, Original Plat in the City of Madison, County of Dane, Wisconsin, described as follows:

Commencing at the south corner of said Block 138; thence North 45°44'56" East, 96.00 feet along the right of way of a public road known as East Gorham Street to the point of beginning; thence North 44°15'04" West, 139.05 feet; thence North 45°44'56" East, 142.58 feet; thence South 44°15'04" East, 33.00 feet; thence North 45°44'56" East, 128.00 feet; thence South 44°15'04" East, 106.05 feet to said road right of way; thence South 45°44'56" West, 270.58 feet along said road right of way to the point of beginning. Described parcel contains: 33,400 square feet.

Sincerely,



Thomas M. Neujahr
Urban Land Interests, Inc.
Managing General Partner
Lincoln School Associates
Limited Partnership

LINCOLN SCHOOL APARTMENTS
PROPOSED ZONING TEXT

The following provisions will be incorporated into the Planned Unit Development zoning for the site:

(a) Statement of Purpose

The Lincoln School Apartments Planned Unit Development District is established to permit the creation of attractive downtown multi-family residences within the historic Lincoln School building and to serve them with sufficient parking to make them marketable.

(b) Permitted Uses

1. Up to 28 multi-family residential units.
2. Accessory uses, including but not limited to the following:
 - a. Below-grade parking garage.
 - b. Signs as hereinafter limited.
 - c. Trash storage area.
 - d. Home occupation. A resident may use a portion of his/her dwelling as his/her own personal office or studio space, provided that he/she neither receive nor encourage any visitors in connection with a non-residential use of the dwelling, that he/she have no onsite employees, and that he/she abide by such rules as the owner may establish to govern any non-residential use.
 - e. Community room for use by residents and community or neighborhood organizations for their meetings.

(c) Lot Area and Width

The Lincoln School Apartments shall occupy the existing Lincoln School building. Other than below-grade garage, no additional buildings shall be constructed on the site. The site shall not be subdivided. Lot area and width shall be as shown in the approved PUD plan.

(d) Height and Bulk

The existing school building, to be converted to up to 28 multi-family residences, is approximately 38 feet high from entrance grade to the top of the roof (parapet) on the front

of the building and 49 feet from grade to the top of the parapet at the rear of the building. Aside from new heat pump units and their wind screens, nothing will be added which projects above the top of the existing ventilators on the roof.

The garage structure will be generally below grade.

The bulk of the buildings will be shown in the approved PUD plan.

(e) Floor Area Ratio

Floor area ratio shall be as shown on the approved PUD plan.

(f) Yard Requirements

No structure other than the existing Lincoln School building and accessory parking garage shall be built. Yards shall be as shown on the approved PUD plan.

(g) Usable Open Space

Usable open space shall be as shown on the approved PUD plan.

(h) Off-Street Parking

Off-street parking shall be as shown on the approved PUD plan.

(i) Signs

Permanent signs may include such sign(s) (approximately 2' x 2') as may be necessary to regulate the off-street parking. Temporary signs may include the project construction sign (4' x 8') and a sign in the front yard associated with the marketing of dwelling units in the project. During the original marketing of the units, the sign may be as large as 4' x 8'. Thereafter, any marketing sign may not exceed 3' x 4'.

(j) Family Definition

A family is an individual, or two or more persons related by blood, marriage or legal adoption, living together in a dwelling unit. A family may also consist of up to four unrelated individuals in a two-bedroom apartment and up to three unrelated individuals in a one-bedroom apartment. In no event shall regular occupancy of a dwelling unit by more than six persons be permitted.

(k) Alteration of the Planned Unit Development

No alteration of this Planned Unit Development shall be permitted unless approved by the Common Council, provided,

however, the Zoning Administrator may issue permits for minor alterations or additions which are approved by the Director of Planning and Development and are compatible with the concept approved by the City Plan Commission.

Any change or addition to the plan or use which is not deemed "minor" by the Director of Planning and Development shall first be submitted for approval to the City Plan Commission and if, in the opinion of such Commission, the change or addition constitutes a substantial alteration of the original plan, the procedure provided in 28.07(6) of the Zoning Code of the City of Madison shall be required.

Department of Planning and Development
Planning/Inspection/Real Estate/Community Development/Economic Development

City of
Madison



George E. Austin, Director

October 3, 1984

Lincoln School Associates
Mr. Tom Neujahr
301 N. Broom Street
Madison, WI 53703

Dear Mr. Neujahr:

The City Council, at its October 2, 1984 meeting, conditionally reapproved your application for rezoning from R5 to P.U.D. (G.D.P.) and P.U.D. (S.I.P.) for property located at 720 East Gorham Street and proposing to reuse the Lincoln School building for 28 condominium units.

The conditions of approval are:

1. The S.I.P. shall not conflict with, or be contrary to the criteria adopted and used for the selection of this project. The Real Estate Development Unit Director shall sign the final plans.
2. A Land Disturbing Activity Permit is required in accordance with Chapter 37 of the Madison General Ordinances.
3. In that the parking structure is to be underground, its roof covered with topsoil and seeded for the development of a turfed area, this development is exempt from drainage fees.
4. The storm sewer shown on the utility plan should be extended to the lake shoreline. Furthermore, the proposed low point in the driveway should be connected to the storm sewer system. The existing inlet at the end of Blount Street shall be replaced with a driveway casting and the existing line to Lake Mendota maintained.
5. The plans submitted for review do not indicate any utility connections to the proposed parking garage. (It is anticipated that the drainage catchbasins for the parking garage shall be directed to the sanitary sewer.) Prior to recordation of the S.I.P., the Developer shall submit a completed plan for the parking garage with all details shown or submitted with the plans.

Madison Municipal Building
215 Monona Avenue
Madison, Wisconsin 53710
608 266 4635

6. Any work within the public right-of-way, including Blount Street, shall be done by a Contractor pre-qualified by the Board of Public Works.
7. The S.I.P. shall not be recorded, except as a third consecutive item following recording of the Certified Survey Map (hereinafter known as "CSM"), the land lease, (the bill of sale for the building if the Developer so agrees), and the S.I.P.
8. The delineation of land boundaries in the S.I.P. shall coincide with the land lease and subterranean land lease.
9. The legal description on the title page of the plan shall be expanded as follows: ". . . .to the point of beginning; all being a part of Lots _____ and _____, Certified Survey Map _____, recorded in the Office of the Dane County Register of Deeds in Volume _____ of Certified Surveys, Page _____, as Document No. _____."
10. Resolution No. 38,705, adopted January 18, 1983, accepting the Lincoln School Associates' proposal (hereinafter called "Resolution"): Condition No. 6 states "the surface of the sub-surface leased area, including any exposed garage route, shall be for public park use and maintained by the City Parks Division". This should appear as a note on the S.I.P. Plan as well as on the CSM.
11. The Park Superintendent should sign the S.I.P. as a reviewing authority.
12. Sheet L-2. The Boundaries should agree with the CSM (See Condition 2 above). The Southeast right-of-way line of the driveway is too have two P.I.'s instead of one, along the retaining wall of the Collins property. This had been discussed with the Surveyor.
13. Sheet L-4 shows plantings in North Blount Street right-of-way and onto the Collins property. This landscaping as with the remainder of the landscaping to be approved by the Parks Division. The City will not guarantee that the plantings in North Blount Street and on the Collins property are permanent. The Applicant shall maintain all such landscaping.
14. Proposed Zoning Text, Page 1 (b) 2.a., includes "surface parking spaces". The Plan shows only underground parking. If surface parking is contemplated, the location must be approved. In addition, if the surface parking is not on the lot surrounding Lincoln School, the lands encumbered by such surface parking will be included in the leased area for which rental is charged. (The second page of the August 21, 1984 Letter of Intent, last paragraph, also specifies 35 underground spaces, no surface parking.

15. The construction limits shall be approved by the Parks Division. Resolution Item No. 15 requires that there be a prior written agreement between the Developer and the Parks Division for designation of temporary construction areas, storage, etc., and for restoration of the areas. This agreement to be entered into prior to the S.I.P. being recorded.
16. The storm sewer shall discharge at the lakeshore, not at the toe of slope as shown.
17. The following Conditions contained in George Austin's P.U.D. - S.I.P. approval letter of August 4, 1983.
 - a. Item 1 - That the P.U.D. (S.I.P.) shall not conflict with or be contrary to the criteria adopted and used for the selection of this project. (Resolution No. 38,705 adopted January 18, 1983) The Real Estate Development Unit shall sign off on the final plans and an entry for such sign-off to be included on the plan.
 - b. Item 2 - That the Preservation Officer be given the opportunity to review the P.U.D. (S.I.P.) rezoning plans.
 - c. Item 3 - The Developer to consult with Art Johnson of the Parks Division, concerning the design of the subterranean garage vents.
 - d. Items 8, 9 and 11 - Requiring specific approval by the Parks Division of various landscaping plans including detailed identification by species, etc.
 - e. Item 6 concerns the railing atop the entrance to the underground parking structure, to be installed and maintained by the Developer. This should be noted in the appropriate place for the S.I.P. to be recorded. Also, in Item 6 is a requirement that the Developer be liable for damages, injuries, etc., resulting from the existence of the park, overlook and railing on top of the structure. This should also be indicated appropriately on the S.I.P.
 - f. Item 7 - That the Developer's reconstruction of the driveway shall "include transition acceptable to the Parks Division from the reconstructed driveway to the existing driveway beyond (to the Northeast)".
18. Throughout the Letter of Intent dated August 21, 1984, and staff's August 4, 1984 Summary, the Developer is always specified as "Lincoln School Associates" except on Page 6 of the Letter of Intent, last paragraph, where the reference is to "Block 92 Venture".

19. The Developer shall submit and obtain approval of detailed parking facility plans incorporating the underground parking and driveways on a single plan sheet prior to recording the P.U.D. (G.D.P.) and (S.I.P.) plans.
20. The Owner is required to comply with all codes, ordinances and additional requirements of the Fire Department, which are listed below: Contact the Fire Department if you have any questions on Items A-K.
 - a. The required fire flow could be 2,250 G.P.M. at 20 PSI for 4 hours, depending on the size of buildings, type of construction and occupancy.
 - b. Provide one of the approved methods for handling combustible waste in accordance with M.G.O. Section 34.23(4).
 - c. Provide portable fire extinguishers in accordance with N.F.P.A. 10, as required by M.G.O. 34.14(5).
 - d. Provide smoke detectors adjacent or in sleeping areas according to M.G.O. 34.14(11) and WAC ILHR 57.16 to include corridors, stairwells and basements.
 - e. Provide sprinklers as required by W.A.C. ILHR 57.02-52.015.
 - f. Provide Fire Department standpipe.
 - g. Additional requirement as required by W.A.C. ILHR 57.17 Fire Alarms and M.G.O. 29.20 - Smoke Hatches.
 - h. The Fire Department asserts that tactical needs dictate that at least two (2) exterior walls of each building be available for Fire Department access. M.G.O. Section 34.28(16).
 - i. Dependent type of construction partial or complete sprinkler system may be required.
 - j. Due to the fire hydrant placement and building access, the Fire Marshall's position is that a standpipe system is necessary for protection of life and property.
 - k. Smoke hatches required at the top of each enclosed stairwell.
21. The Architect shall determine whether the existing 2" service is adequate for this use and justify his conclusion to Water Utility staff.

After the plans have been changed as per the above conditions, please file 5 sets of the parking lot plans with the Zoning Administrator, G-100, Madison Municipal Building, 215 Monona Avenue.

When these conditions have been satisfied, bring in the revised plan originals (Mylar or reproducible) and obtain signatures from the following reviewing departments: City Engineering, Traffic Engineering, Water Utility, Fire Department, Parks Utility, Real Estate, Zoning and Planning - on the cover sheet. After this is accomplished, have the following plans and documents reduced to 8-1/2 x 14 and file the appropriate recording fees and number of copies as noted below, with the Zoning Administrator for recording. (Room G-100, Madison Municipal Building, 215 Monona Avenue)

2 sets of full-sized plans
3 copies of each of the following:

- 8-1/2 x 14 (or 8-1/2 x 11) reduced plans
- Zoning Text Documents
- Letter of Intent (P.U.D. or P.C.D. text)
- Letter of Action (denoting Common Council conditions of approval)
- Recording Fees: \$4.00 for the first page and \$2.00 for each additional page

Upon receipt of the aforementioned plans, documents and fees, and upon determining that they are complete, the Zoning Administrator shall record them with the Dane County Register of Deeds Office. The recorded originals will be returned to the Applicant, with the recording information noted, when the Register of Deeds has completed the recording process.

If this plan is not recorded within one year of the date of approval by the Common Council, the approval shall be null and void. If the General Development Plan has not previously been recorded, it shall be recorded prior to the S.I.P.

No alteration of the P.U.D. (S.I.P.) shall be permitted except as provided for in Section 28.07(6)(e) of the M.G.O. or in the approved and recorded S.I.P. zoning text.

Sincerely,



George E. Austin, Director
Planning & Development

GEA:jj

cc: Zoning Administrator
City Engineering
Traffic Engineering
Warren Kenney-Project Development
Tim Gawlik-Real Estate Unit
Art Johnson-Parks Dept.
Jim Dolderer or Claire DiRienzo-Fire Dept.



March 11, 1985

Mr. George E. Austin, Director
Department of Planning and Development
Madison Municipal Building
215 Monona Avenue
Madison, WI 53710

Dear George:

I believe that we have cleared the conditions in the October 3, 1984, approval letter respecting the Lincoln School Apartments Planned Unit Development. Let me address the points one by one:

1. Agreed.
2. Agreed.
3. Agreed.
4. Agreed that the storm sewer on the utility plan will be extended to the lake shoreline. It actually exists all the way to the shoreline already.

We have agreed with the Parks Division and with the Engineering Department that we will connect the low point in the driveway with the existing storm sewer line from the school building roof drain. We have also eliminated all scuppers in the curb at their request.

As for replacing the existing storm sewer inlet at the end of Blount Street, we have no problem installing a driveway casting, but we would like to be able to procure it from the city's inventory, if a different casting is truly needed.

5. The anticipation that the drainage from the parking facility catch basin will be directed to the sanitary sewer is correct. All parties agree that the amount of water that can come into the parking under any normal rain or snow conditions is minimal. Fred Zimmermann worked out this solution with Parks, Engineering and Plumbing and confirmed it in the enclosed letter. The catch basin will be connected with the sanitary lateral in the front yard of the school.
6. Agreed.
7. Agreed, unless the Real Estate Development Unit decides otherwise.

Mr. George E. Austin
Page 2
March 11, 1985

8. Agreed. It is understood, however, that the City has given Lincoln School Associates certain responsibilities for landscape improvements and driveway improvements that are offsite (beyond the boundaries of the leased area). The design of these offsite improvements is shown in the S.I.P.

We modified the S.I.P. legal description slightly to coincide with the land lease. The description on the conditionally approved cover sheet showed a NE to SW dimension of 265 feet, which is fine for taking in everything the public would ever see. It does not take in the corner footings at the northeast end of the underground parking structure, however. I discussed this briefly with Bill Roberts and he said that it was all right to simply increase that dimension to 270.58 feet, which we have done. This is in complete accord with the Certified Survey Map which is the basis for the land lease.

9. Agreed. Modified slightly to reflect the fact that we do not yet have the recording data for the Certified Survey Map.
10. Agreed. The clearer language used on the Certified Map is included as a note on Sheet L4.
11. Agreed.
12. Agreed.
13. Agreed. The enclosed January 11, 1985 letter from Daniel Stapay indicates the Park Division's approval.
14. We have amended the zoning text to be recorded to read simply: "Below-grade parking garage."
15. We have told the Parks Department that we would need no special areas for storage of materials or soil. As shown on our PUD plans, our construction limits go out beyond the leased areas to deal with regrading and the responsibilities cited in item 8 above.
16. Agreed.

Mr. George E. Austin
Page 3
March 11, 1985

17. a. Agreed.
 - b. Agreed. See enclosed letter from Katherine H. Rankin.
 - c. We have done so.
 - d. The Parks Division has approved the aspects of the landscape plan addressed in these items, namely: the landscaping between the school and the Collins House, the detailed landscape plan for the area around the school, and the landscape plan for the area above and around the parking garage.
 - e. Agreed. It will be so noted. We have consulted our insurance agent, who indicates that there will be no problem covering that liability exposure.
 - f. The Parks Division indicates that the roll-back curb detail in our plans represents an acceptable transition. See Stapp letter, item 4.
18. That reference has been changed to "Lincoln School Associates" in the letter of intent to be recorded.
19. At least one complete set of working drawings has been submitted. The only requested changes have dealt with storm water drainage, and we have made the requested changes.
20. Fred Zimmermann of Bowen Williamson Zimmermann, architect for the project, met with Clair Dirienzo of the Madison Fire Department on January 4, and they agreed as follows:
- a. This was purely an informational comment from the chief as to the capacity that their equipment could function at. It does not represent a requirement respecting the project.
 - b. We comply.
 - c. We comply. This simply entails providing two fire extinguishers of Type 2A10BC per floor.
 - d. We comply. In our public corridors we will have three smoke detectors per floor.

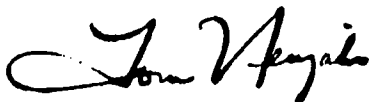
Urban Land Interests

Mr. George E. Austin
Page 4
March 11, 1985

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- e. We comply. Our resident storage areas are sprinkled.
 - f. This is not a DILHR requirement, but we have agreed to provide one standpipe in the west stairwell, with a 4" riser and a 2½" hose connection.
 - g. Smoke hatches will not be required. The windows in the stairwell will be designed to meet Madison Fire Department requirements.
 - h. We comply.
 - i. This is the same as item e above.
 - j. This is the same as item f above.
 - k. This is the same as item g above.
21. A new 4" service is shown on the Utility Plan.

Sincerely,



Thomas M. Neujahr

TMN:jj
Enclosure

Bowen Williamson Zimmermann

February 22, 1985

Mr. Daniel Stappay
City of Madison Parks Department
215 Monona Avenue
Madison, WI 53710

Subject: Lincoln School Apartments
Parking Facility

Dear Mr. Stappay:

Thank you again for the time and help given in resolving the water disposal problem from the underground parking facility. As we understand the final determination regarding the connection is that the water from within the parking facility will connect with the sanitary system in Gorham Street. This we understand is acceptable to the following parties:

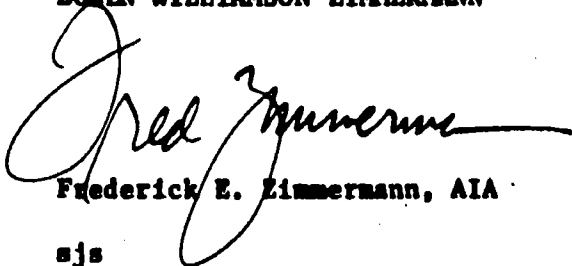
City Engineering, Bernie Wendricks
City Plumbing Inspection, Joe Turner and
Don Kennedy
City Parks Department, Art Johnson and
yourself

We will make the appropriate change to the drawings and contact the above listed parties for concurrence.

Thank you again for your assistance.

Cordially,

BOWEN WILLIAMSON ZIMMERMANN



Frederick E. Zimmermann, AIA

sjs

cc: Wendricks
Joe Turner
Don Kennedy
Art Johnson
Tom Neujahr

Architects/Principals
Ronald Gene Bowen, AIA
Rolland H. Williamson, AIA
Frederick E. Zimmermann, AIA
Eleven North Allen
Madison, Wisconsin 53705
608-238-7626

City of
Madison



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January 11, 1985

Thomas M. Neujahn
301 N. Broom Street
Madison, WI 53703

Dear Tom:

In response to your letter dated January 4, 1985 on the Lincoln School project, we again reviewed the landscape plan, visited the site January 9, and met with Dave Schreiber on January 10. The conditions of approval are:

1. The curb which is going to be installed and pinned to the chain-link wall footing shall not be constructed with curb scuppers.
2. The proposed low point in the driveway should be connected to the storm sewer system and be extended to the lake. City of Madison conditions of approval letter October 3, 1984, Item #4.
3. The trees on the bank (to the lake side of the fence) which are to be removed shall be sawed off at the base and shall be chemically treated not to resprout. The flat stone on the face of bank shall remain intact. Crown vetch planting is permitted in the voids between stones.
4. The roll back curb detail "C" on Curb Details page 2.019-A-1M shall be permitted at the end of drive. The top of the curb shall not exceed 6" in height above the blacktop.
5. The water from the garage drains will not be discharged on the turf grass area of the park.
6. The remainder of the landscape plan is approved.

Sincerely,

A handwritten signature in black ink, appearing to read "D. R. Stapay".

Daniel R. Stapay
Superintendent of Parks

215 Monona Avenue, Room 120
Madison, Wisconsin 53710
608 266 4711

CC: George Austin
Tim Gawlik

Department of Planning and Development
Planning/Inspection/Real Estate/Community Development/Economic Development

City of
Madison



George E. Austin, Director

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August 28, 1984

Mr. Tom Neujahr
Urban Land Interests
301 N. Broom Street
Madison, WI 53703

Dear Mr. Neujahr:

At their meeting on August 27, 1984, the Madison Landmarks Commission reviewed, in accordance with the provisions of the Landmarks Commission ordinance, your plans for rehabilitation of Lincoln School, 720 E. Gorham Street. The Commission voted to approve the project as outlined in the drawings you submitted, as being in character with the historic qualities of the building.

This letter will serve as your "certificate of appropriateness" for the project. When you apply for a building permit, take this letter with you to the Building Inspection counter, Department of Planning and Development, Lower Level, Madison Municipal Building, 215 Monona Avenue.

If you have any questions, please call me at 266-6552.

Sincerely yours,

Katherine H. Rankin

Katherine H. Rankin
Preservation Planner

KHR:lk

cc: Building Inspection

Madison Municipal Building
215 Monona Avenue
Madison, Wisconsin 53710
608 266 4635

Katherine H. Rankin
Register of Deeds

85 MAR 22 P 2: 52

REGISTER'S OFFICE
DANE COUNTY, WIS. SE
RECORDED ON

GROUND LEASE AGREEMENT
"FORMER LINCOLN SCHOOL LANDS"

1872437

THIS AGREEMENT made and entered into this 22nd day of March, 1985, between The CITY OF MADISON, a Dane County, Wisconsin municipal corporation, its successors and assigns, hereinafter called "LESSOR", and LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, located at 301 North Broom Street, Madison, Wisconsin 53703, its successors and assigns, hereinafter referred to as "LESSEE",

W I T N E S S E T H :

WHEREAS, LESSOR is the owner of certain lands in the City of Madison, Dane County, Wisconsin, known as part of James Madison Park, located northeast of North Blount Street and northwest of East Gorham Street; and

WHEREAS, LESSEE desires to lease certain lands located therein and to obtain certain rights in connection therewith, as more fully described hereinafter, for the purpose of redeveloping, maintaining and preserving the former Lincoln School Building located thereon as a Landmark and as a property entered on the National Register of Historic Places, for residential housing purposes or other uses permitted with LESSOR's consent; and

WHEREAS, LESSOR deems it advantageous to itself to lease certain lands, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I - PREMISES

LESSOR, for and in consideration of the terms, conditions and covenants of this Lease to be performed by LESSEE, enters into a lease of the following described Parcel A lands and enters into a subterranean* lease of the following described Parcel B lands, all situated in James Madison Park, in the City of Madison, Dane County, Wisconsin, to-wit:

Parcel A: Lot Two (2), Certified Survey Map No. 4607, recorded in Volume 20 of Certified Surveys, Pages 140-142, Document No. 1872436 in the Dane County Register of Deeds Office.

Parcel B: A subterranean lease of a portion of Lot Three (3), said Certified Survey Map No. 4607. The leased subterranean space has a vertical dimension of eighteen (18) feet, with a top horizontal plane at the elevation of forty-three (43.00) feet City of Madison Datum. The horizontal boundaries of said subterranean easement are fully described as follows:

Beginning at the easterly corner of said Lot Two (2); thence North 45°44'56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44°15'04" West, 106.05 feet; thence South 45°44'56" West, to a point on the Southwesterly line of said Lot Three (3); thence South 44°15'04" East, along said Southwesterly line, 106.05 feet to the point of beginning.

This subterranean space is to be used solely for the construction, maintenance and use of an underground parking structure to serve said Lot Two (2) and a trash storage area.

LESSOR and LESSEE shall enter into a Right of Way Agreement, recorded as Document No. 1872438, in the Dane County Register of Deeds Office and shown on said Certified Survey Map No. 4607. Said Right of Way Agreement is essential to the leasehold interests created by this Ground Lease Agreement.

*LESSOR acknowledges that the parking structure and trash storage area to be constructed on Parcel B, as approved in the Planned Unit Development rezoning plan, will not be entirely subterranean, and all references herein to terms such as "subterranean lease", "subterranean easement", "underground parking structure", etc. shall be understood to be consistent with the approved Planned Unit Development rezoning plan.

3400

Jan

ARTICLE II - TERM

This Lease, together with amendments, and all rights and responsibilities set forth herein, shall be for a period of forty-nine (49) years, commencing on the 22nd day of March, 1985, and ending on the 21st day of March, 2034. At the end of this term a new lease shall be looked upon favorably by LESSOR, and may be entered into upon mutual agreement of the parties.

When this Lease was authorized, it was the concern of the Common Council that the land would be available at the end of 49 years for park purposes if the Council at that point deemed it necessary. If the building did not need to be removed or the building use converted to park or recreational use, then it was the anticipation of the Council that an extension of the lease would be entered into by the City at that time.

ARTICLE III - RENT

A. LESSEE agrees to pay LESSOR for ground rent of the lands herein leased, the sum of One Thousand Two Hundred Thirty-One and 26/100 Dollars (\$1,231.26) per month for the remainder of 1985. Said rent to be paid in advance on the first day of each month. Rent due under this article for any fractional part of a month, shall be pro-rated. All unpaid rent which is not paid by the 15th of the month shall be subject to an interest charge at the then current prime rate per annum on the unpaid rental balance from the due date until the date of payment. Prime rate for each current year under all provisions of this Lease shall be the average prime rate in use in the City of Madison by the three largest volume banks (as determined by LESSOR) in the City the first business day of the previous December, hereinafter called PRIME.

B. RENT ADJUSTMENTS. Land Value = Base Value ("BV") x sq. ft. leased. Monthly rent = (Land Value x Annual Rate of Return + \$1.00 for the underground parking)/12. (The 1985 monthly rent of \$1,231.26 is derived from a 1985 Base value of the lands of \$6.21/sq. ft. See Subsection B.2. below.)

1. In 1986 and each subsequent year of this agreement, except as noted in Subsections B3 and B4 below, the monthly rent for February and the following 11 months shall be established as follows:

a. The Base Value of the lands will be adjusted by 50% of the change in the Consumer Price Index (Consumer Price Index for this Lease is defined as the Consumer Price Index for Small Metropolitan Areas in the North Central States/Size Class C for all Urban Consumers all Items, or its successor or substitute index, Source U.S. Department of Labor, hereinafter called CPINC').

The annual Base Value adjustment will utilize the most recent October CPINC' and the next previous October CPINC'. The formula for the annual Base Value adjustment beginning in 1986 is:

$$NEW\ BV = previous\ BV \times 50\% \times \left(\frac{Most\ recent\ October\ CPINC'}{next\ previous\ October\ CPINC'} + 1 \right)$$

Example. To calculate the 1986 New Base Value, effective February 1, 1986, use the CPINC' for October, 1985 and October, 1984.

The October, 1984 CPINC' was 167.2. Assume the October 1985 CPINC' will be 183.9 (this would be equivalent to a 10% rise in CPINC'):

$$\frac{183.9}{167.2} = 1.10$$

The 1986 Base Value would be calculated as: 1986 BV = 1985 BV x 50% x $\left(\frac{183.9}{167.2} + 1 \right)$

$$= 1985\ BV \times 50\% \times (1.10 + 1)$$

$$= 1985\ BV \times 50\% \times 2.10$$

$$1986\ BV = 1.05 \times 1985\ BV$$

(The Consumer Price Index increased 10%, the Base Value increased 5%)

b. Rate of Return. The annual rate of return includes payment in lieu of general property taxes on the raw land. The annual rate of return for 1985 is hereby established as 12%. Thereafter, the annual rate of return shall be adjusted annually by its relationship to the PRIME. The new rate of return shall be effective on the first of February each year. The fundamental relationship shall be that the rate of return for each year shall be 75% of PRIME. However, this fundamental relationship shall be modified by the following criteria:

(1) The annual rate of return shall not fall below 12% during the life of this Lease.

(2) The maximum yearly upward or downward movement of the annual rate of return shall be limited as shown in the table below. The factor in the CONTROL column is either the latest PRIME or the previous year's annual rate of return, whichever is higher.

| <u>CONTROL</u> | <u>Maximum Yearly Change In Annual Rate of Return</u> |
|----------------|---|
| 15% or less | 1% |
| 15.1% to 25% | 2% |
| 25.1% to 35% | 3% |
| 35.1% to 45% | 4% |
| etc. | |

Examples. The initial (1985) annual rate of return is set at 12%.

First Example. Assume the December 1, 1985 PRIME is 23%. The 1986 annual rate of return would then be: Fundamental, $0.75 \times 23\% = 17.25\%$, or a 5.25% increase; this increase is limited by the table to a maximum of 2%, so the 1986 annual rate of return would be $12\% + 2\% = 14\%$.

Continuing this example, now assume a December, 1986 PRIME of 21%; the Rate of Return would be: Fundamental, $0.75 \times 21\% = 15.75\%$, an increase of $15.75 - 14 = 1.75\%$, which is less than the table maximum change of 2%. Then the 1987 rate of return = 15.75%.

Second Example. Assume the December, 1985 PRIME is 23%, as in the First Example; as in the First Example, the 1986 rate of return would be 14%; now, assume however, a December 1986 PRIME of 18%: Fundamental rate of return = $0.75 \times 18\% = 13.5\%$; $13.5\% - 14\% = -0.5\%$, which is less change than the table maximum change of -2%, so the -0.5% applies. Therefore the 1987 rate of return would be 13.5%.

Third Example. Assume the December, 1985 PRIME is 23%, as in the First Example; again, the 1986 rate of return would be 14%; now assume a December, 1986 PRIME of 23%: Fundamental rate of return = $0.75 \times 23\% = 17.25\%$, or a 3.25% increase; this increase is limited by the table to a maximum of 2%, so the 1987 annual rate of return would be $14\% + 2\% = 16\%$; now assume a December, 1987 PRIME of 14%; in this instance, the previous year's annual rate of return, 16%, is the Control, as it is higher than the new PRIME; the 1988 annual rate of return would then be: Fundamental, $0.75 \times 16\% = 12\%$ or a 4% decrease; this decrease is limited by the table to a maximum of 2%, so the 1988 annual rate of return would be $16\% - 2\% = 14\%$. (If PRIME had controlled, the decrease would have been limited to 1%.)

c. New Monthly Rental-Effective Feb. 1st of each year. Multiply the result of Subsection a. above and the square footage leased. Multiply by the result of Subsection b. above. Add \$1.00 for the underground parking. Divide by 12. This is the new monthly rental, except as noted in Sections B.3 and B.4 below.

2. Basis for 1985 Ground Rent. The Base Value was determined by LESSOR to be \$6.09/sq. ft. as of February, 1984. The Initial Base Value used in establishing the initial monthly rental in this Lease is \$6.09 increased by 50% of the change of the CPINC' between October 1983 (161.1) and October, 1984 (167.2). As specified elsewhere herein, the 1985 Annual Rate of Return is 12%. The area for which ground rent is being paid is 19,825.75 square feet.

19,825.75 sq. ft. x 6.09 x 50% $\left(\frac{167.2}{161.1} + 1\right)$ x .12 + \$1.00
 19,825.75 sq. ft. x 6.09 x 0.50 (1.038 + 1 = 2.038) x .12 + \$1.00
 = 19,825.75 sq. ft. x 6.09 x 1.019 x .12 + \$1.00
 = 19,825.75 sq. ft. x 6.21 (1985 Base Value) x .12 + \$1.00
 = \$14,775.15/year ÷ 12
 = \$ 1,231.26/month ground rent beginning with the February 1, 1985 payment.

a. LESSOR shall notify LESSEE at least thirty (30) days prior to the effective date of the new monthly rental.

3. 10-Year Base Value Re-Establishment. Every tenth year, instead of following the procedure herein, a New Base Value will be established by the procedure set forth below. From this, a new base rent will be computed by the procedure herein, and will be retroactive to the 1st of February of such tenth year. The New Base Value will be established as follows:

a. LESSOR and LESSEE shall attempt to negotiate a New Base Value. If negotiations are not successful by May of such tenth year, the following procedure shall be used:

b. LESSOR and LESSEE shall retain two expert fee appraisers acceptable to both parties, at joint cost, to independently appraise the lands. Each appraiser will prepare a fully-documented narrative appraisal report indicating the New Base Value of the lands on the basis of the then existing use, as though vacant and available for that use.

c. Upon receipt of the appraisal reports, both parties shall promptly review them for thoroughness, relevance and documentation. The appraisers will promptly correct omissions, miscalculations, and the like, and will supply further reasonable documentation and explanation as requested by either party.

d. If the lower of such appraised amounts is then greater than 90% of the higher, the average of the two amounts shall be the New Base Value.

e. However, if the lower of such appraised amounts does not then amount to at least 90% of the higher, and the parties cannot agree to a value between the two appraised amounts within 10 days from the receipt of information required in B.3.c. above:

(1) A third independent expert appraiser shall promptly be selected by the first two appraisers. This appraiser shall be acceptable to LESSEE and LESSOR, and shall be retained at joint cost.

(2) This third appraiser shall review the existing appraisal reports and determine the New Base Value. This Base Value shall not exceed the higher nor be less than the lower of the two existing appraisal reports. The third appraiser's findings shall be binding on LESSOR and LESSEE as the New Base Value.

f. Neither party shall unreasonably withhold the selection or approval of the appraisers in B.3.b. and B.3.e. above.

4. Interim Base Value Re-Establishment. No more than two times within each 10-year period, each party shall have the following rights: If the party feels that conditions have changed enough so that the Base Value then in effect differs significantly from a New Base Value that would result from applying the procedure specified in B.3. above, that party shall attempt to negotiate a New Base Value with the other party. If negotiations are unsuccessful during the ensuing 90 days, the initiating party may proceed with the procedure in B.3. above, except that the initiating party shall assume all costs. During the time involved in these procedures, the rental provisions of B.1 above shall control. However, if the newly established New Base Value favors the initiating party by a change of at least 25% of the Base Value then in effect, the costs shall be split 50-50. In any event, the resulting New Base Value shall be effective on the 1st day of the month following its establishment.

Am

ARTICLE IV - RIGHTS AND PRIVILEGES GRANTED LESSEE

Subject to the terms and conditions hereinafter set forth, LESSEE is hereby granted the following rights and privileges during the term of this Lease:

A. Exclusive use and possession of the lands including the leased subterranean space, with exceptions noted elsewhere herein, for the purpose of restoring and using the property for residential purposes and parking and ancillary related uses, or other uses permitted with LESSOR'S consent.

B. LESSEE'S RIGHT TO CONTEST. LESSEE may, if it disputes the amount or validity of any liens, taxes, assessments, charges, penalties or claims, including liens or claims of materialmen, mechanics or laborers, upon the lands and improvements thereon, contest and defend the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as soon as possible. Any rebate made on account of any taxes or charges paid by LESSEE shall belong and be paid to LESSEE.

During any contest, LESSEE shall (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent any foreclosure of or any divesting thereby of LESSOR'S title, reversion, or other interest in or to the lands and will further (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent the public sale or foreclosure of any lien for any such taxes, assessments, or charges.

C. It is expressly understood and agreed that the location of these lands within James Madison Park confers upon LESSEE, LESSEE'S agents, assigns, guests, invitees or sublessees no special rights or privileges of use and enjoyment of James Madison Park.

ARTICLE V - RIGHTS AND PRIVILEGES OF LESSOR

LESSOR, in addition to any rights herein retained by it, reserves the following privileges to-wit:

A. LESSOR'S Real Estate Development Unit Director or the Director's successors and assigns is hereby designated as its official representative for the enforcement of all provisions in this Lease with full power to represent LESSOR in dealings with LESSEE in connection with the rights herein leased.

B. All actions relating to policy determination, modification of this Lease, subsequent permissive authorization under this Lease, termination of this contract, and any similar matters affecting the terms of this Lease shall emanate from LESSOR'S Common Council, its successors or assigns.

C. LESSOR reserves the right to enter upon the lands and the buildings thereon at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease provided such entry does not unduly interfere with the rights of tenants in possession. LESSEE shall further give access to the interior and exterior of LESSEE'S improvements to LESSOR, its agents, representatives, successors or assigns for the purpose of monitoring LESSEE'S compliance with the terms of this agreement upon ten (10) days prior written notice from the LESSOR, its authorized agent, successors or assigns, or upon waiver of notice hereunder by the LESSEE: provided such access does not unduly interfere with the rights of tenants in possession.

D. LESSOR reserves unto itself, its successors and assigns the right to further develop or improve the public areas of the adjacent park as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance by LESSEE. Notwithstanding the foregoing sentence, LESSEE may exercise any and all rights to comment on or object to a use or proposed use of the adjacent park in accordance with applicable laws as if LESSEE were an adjacent land owner.

E. LESSOR reserves for the public the right to use and enjoy the roof surface of the underground parking structure for park purposes, provided, however, that such use by the public shall not interfere with LESSEE'S use and enjoyment of the parking structure.

ARTICLE VI - OBLIGATIONS OF LESSEE

A. CONDITION AND USE OF PREMISES AND IMPROVEMENTS THEREON. LESSEE accepts the lands and improvements thereon in their present condition and agrees to limit use thereof to residential purposes or other uses permitted with LESSOR'S consent. LESSEE agrees that there will be no outside storage of equipment, materials, or supplies on the lands, and will cause to be removed at LESSEE'S expense all trash and garbage, etc., and agrees not to deposit same on any part of the lands, except temporarily in connection with collection or removal.

B. MAINTENANCE. LESSEE shall, at its sole cost and expense, maintain the lands and improvements thereon in a presentable condition. LESSEE shall perform necessary mowing, snow removal, grading and other maintenance on the lands. LESSEE shall also keep the public sidewalk in front of said Lot 2 on East Gorham Street abutting the lands free of snow and ice and shall keep the terrace between the public sidewalk and curb and gutter in presentable condition, mowed and free of debris. LESSEE shall repair all damages to said lands and improvements caused by its invitees, guests and agents. LESSEE, its successors and assigns, shall pay for the costs of rehabilitation and continued maintenance and repair of the Former Lincoln School building necessary to preserve the exterior architectural features of the former Lincoln School Building as represented on the elevation sheets contained within PUD (SIP) rezoning plan recorded of even date herewith (the "Architectural Features"). LESSEE shall pay for the costs of erection and continued maintenance of landscaping material, if any, the design, location, extent and type of which shall be mutually agreed upon by LESSOR and LESSEE, its successors, or assigns.

Except as provided in Article V(E) above, LESSEE shall install, maintain, repair and replace the structural roof of the underground parking structure and the safety railing along the entire Northwest edge thereof.

Should LESSEE fail to install said landscaping, if any, and fail to keep and maintain the entire property and improvements thereon in good order and repair, as set forth herein, in order to preserve and protect the general appearance and value of LESSOR'S adjacent park, and if such maintenance and repair is not undertaken by LESSEE within thirty (30) days after receipt of written notice by certified mail, return receipt requested, LESSOR shall have the right to enter on the leased lands and improvements located thereon (subject to rights of tenants in possession) and perform the necessary installation, repair and maintenance. LESSEE shall be responsible for payments related to the costs of such work, as follows (all dollar amounts shown shall be multiplied by the ratio of the latest monthly available CPINC' divided by the CPINC' for October, 1984):

1. Minimum payment shall be \$100.00.
2. For costs above \$50.00, the payment shall be:

| Cost | Payment |
|-----------------|-------------|
| \$ 50-\$ 500 | 2.0 x cost |
| \$ 501-\$1,000 | 1.5 x cost |
| \$1,001-\$3,000 | 1.35 x cost |
| \$3,001-\$5,000 | 1.25 x cost |
| Above \$5,000 | 1.2 x cost |

Such payments shall be added to and become a part of the next monthly rent payment borne by LESSEE.

The LESSEE shall, during the term of this Lease, comply with all City of Madison Ordinances.

C. LESSEE WAIVERS. LESSEE hereby waives and renounces for self and family any and all homestead exemption rights that LESSEE, LESSEE'S family, heirs, successors or assigns may have under or by virtue of the laws of Wisconsin or the United States as against any liability that may accrue under this Agreement.

To the extent it is lawful to do so, LESSEE hereby waives any right that may be construed to accrue to LESSEE, its successors, assigns, and sublessees, by provisions of Sec. 32.19 of the Wisconsin Statutes as amended by Chapter 409 of the Laws of 1969 or any ensuing modifications.

D. AFFIRMATIVE ACTION IN EMPLOYMENT. In the performance of the services under this Agreement, the LESSEE agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

E. ADDITIONS AND ALTERATIONS. LESSEE shall have the right during the term of this Lease to make alterations, attach fixtures, and erect additions to the building on the lands hereby leased, provided any additions or alterations which alter the exterior appearance of the building shall be performed only after advance written approval of plans by LESSOR, its successors or assigns. All improvements, additions, or fixtures made to or placed upon said lands by LESSEE may become the property of LESSOR at the termination of this Lease, as provided under the termination clause herein.

F. SIGNS AND ILLUMINATION. The LESSEE shall secure written approval of LESSOR, its successors or assigns, before placing exterior illumination or exterior signs on the lands or improvements located thereon. LESSOR reserves the right to erect an appropriate historical plaque at an appropriate location on the lands and/or the building.

G. UTILITIES. LESSEE agrees to provide for its own connections with utilities, and to make separate arrangements with the agencies responsible for these utilities. LESSEE shall pay for all utility service supplied to the improvements located on the lands, including sewer and water, and if required by the utility agencies as a condition of continuing said services, LESSEE will cause to be installed and pay for standard metering devices for the measurement of such services.

In the event it shall become necessary to make changes upon the lands or within the structures located thereon, such as any wiring, plumbing or similar installations, as a condition of the continuance of utility services and LESSEE desires to continue such services, LESSEE will promptly make such changes and installations, at its expense, as directed and required by the utility organization.

H. INDEMNIFICATION AND HOLD HARMLESS. LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefor. In the use of the premises and of the Right of Way, described in a certain Right of Way Agreement referred to elsewhere herein, in the erection, construction, maintenance or repair of any improvements thereon and thereunder, and in the exercise or enjoyment of the same, LESSEE shall indemnify, save harmless and defend LESSOR from any and all losses to third parties because of any negligence on the part of LESSEE or LESSEE'S agents, assigns, guests, invitees or sublessees in their use of the lands or improvements located thereon and thereunder, including without exclusion because of enumeration any and all damages by fire, theft, or any cause, to any property of LESSEE which may at any time be situated within the limits of the lands, except any damage and liability as may be caused by negligence on the part of LESSOR. This indemnification shall not apply to any Mortgagee unless the Mortgagee assumes the position of LESSEE under this Lease, and in such case only from and after that time.

The provisions of the above paragraph shall also apply to the use by, and enjoyment of, the roof surface of the underground parking structure by the public, protected by a lookout safety railing erected, maintained and repaired by LESSEE along the entire Northwest edge of said surface.

Lands and improvements herein include the park overlook, vents and railing on top of the subterranean parking structure.

I. INSURANCE REQUIREMENTS. LESSEE shall, upon execution of this Lease, in order to protect itself and LESSOR under the indemnity agreement set forth in the paragraph above, at all times during the terms of this Lease, keep in force and effect a policy of Comprehensive General Liability Insurance issued by a company or companies authorized to do business in the State of Wisconsin in the amount of not less than One Million Dollars (\$1,000,000), bodily injury and property damage combined single limit. This insurance so provided shall be deemed primary. LESSOR specifically reserves the right to review and adjust these insurance coverage requirements once every five (5) years during the term of this Lease.

The LESSEE shall furnish LESSOR with a copy of the insurance policy, any subsequent riders, and an acceptable Certificate of Insurance as evidence that such insurance is in effect and that not less than thirty (30) days prior written notice shall be given to LESSOR in the event of a modification, cancellation or non-renewal of any such insurance coverage. All liability insurance policies shall name the City of Madison as an additional insured.

J. OTHER INSURANCE.

1. LESSEE shall also carry and pay for insurance which will pay the cost of demolishing the buildings after a partial destruction or taking by eminent domain thereof and will pay the cost of restoration of the lands. LESSEE shall furnish LESSOR with a copy of the insurance policy, any subsequent riders, and an acceptable Certificate of Insurance, and such insurance shall be non-cancellable without thirty (30) days prior written notice to LESSOR.

2. LESSEE shall keep all buildings and improvements on the premises at all times insured against loss or damage by fire and extended coverage perils with co-insurance in an amount equal to at least eighty percent (80%) of the replacement value of all underground buildings (structures) and eighty percent (80%) of the replacement value of all other buildings, above foundation. Acceptable certificates of such insurance, copies of the insurance policies and any subsequent riders shall be delivered to LESSOR and such insurance shall be non-cancellable without thirty (30) days prior written notice to LESSOR.

3. Destruction

a. If at any time during the term of this Lease the buildings and improvements on the premises shall be destroyed or damaged in whole or in part by fire or other cause, then LESSEE, at its own cost and expense, shall, subject to the provisions of Paragraph b. of this Section, cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and time shall be of the essence; provided, however that LESSEE shall not be required to rebuild or repair the buildings and improvements unless: (1) the insurance proceeds are sufficient to pay the cost thereof and (ii) the former Lincoln School building as rebuilt or repaired will have its Architectural Features predominantly intact, and said building as rebuilt or repaired, still will be eligible for listing on the National Register of Historic Places.

b. If at any time during the last five (5) years of the term of this Lease the buildings and improvements on the premises shall have been damaged or destroyed by fire or other cause to the extent of more than twenty-five percent (25%) of the entire replacement value of all underground buildings (structures) and twenty-five percent (25%) of the replacement value of other buildings and improvements above foundation, at the time of loss, then, notwithstanding provisions of Paragraph a. of this Section or any other provisions of this Lease, LESSEE shall have the right, but not the obligation, to elect not to repair, replace or rebuild such building and to terminate this Lease by giving written notice of termination to LESSOR on or prior to the ninetieth (90th) day after the occurrence of such damage or destruction. Upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, subject to the provisions of Paragraph c. of this Section and subject to the LESSEE being solely responsible for any and all claims, occupancies and the like of LESSEE'S assigns, sublessees, tenants and the like.

c. If the LESSEE shall decide not to rebuild, replace or repair as specified in Paragraphs a. and b. above in this Section, LESSEE shall, at the sole option of LESSOR, demolish the buildings and improvements and restore the lands on the premises. This Lease shall terminate following notice by LESSOR not to demolish the improvements or acceptance by LESSOR of demolition and of the restoration of the site.

d. If LESSEE shall elect not to repair, replace or rebuild the buildings and improvements and shall elect to terminate this Lease, then the proceeds of the fire and extended coverage insurance shall be the sole property of LESSEE, subject to LESSEE'S carrying out its responsibilities under Paragraphs a., b. and c. of this Section.

1. If the whole of the premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the premises pursuant to which more than thirty percent (30%) of the premises or more than thirty percent (30%) of the aggregate ground floor area in the building on the premises are so taken (or so purchased) then LESSEE shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to LESSOR within six (6) months after the date that possession is transferred, and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the day that possession is required. In the event the Lease shall terminate or shall be terminated as aforesaid, the rental shall, if and when necessary, be adjusted to the date of termination.

2. In the event of a taking (or purchase) pursuant to the provisions of Paragraph 1. of this Section, the award shall be paid and distributed in the order and as follows:

a. So much of such award shall first be paid in satisfaction and discharge of all assessments, if any, levied, assessed or imposed against the premises for benefits resulting from improvements for which or in conjunction with which the taking (or purchase) was executed.

b. Next, so much of such award shall be paid to the LESSOR as shall equal the value of the premises taken (or purchased) considered as vacant land.

c. Next, so much of such award shall be paid to LESSOR as shall equal the cost to demolish the buildings on the lands and restore the lands, less any insurance proceeds paid to LESSOR for the purpose of such demolition.

d. Next, so much of such award shall be paid toward any balance due under any Mortgage, provided that such payment is not inconsistent with the redemption provisions of the bonds titled "Community Development Authority of the City of Madison, Wisconsin Multi-family housing revenue bonds (Lincoln School Project)".

e. The balance of the award shall be paid to LESSEE.

3. a. In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Paragraph 1. of this Section, LESSEE shall, at its own cost and expense, make all repairs to the buildings and improvements on the premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase); and in such event the entire award (or the sales price in the case of a purchase) shall belong to LESSEE, and the rent payable hereunder shall be reduced by the same percentage as the percentage which the square footage which was taken bears to the total square footage of the main building on the premises; provided that LESSEE shall not be required to repair the premises if the award is not sufficient to accomplish such repair, in which case LESSEE shall demolish the buildings/structures and restore the lands, at the sole option of LESSOR.

b. If any part of an award is paid to LESSOR, then, commencing with the date that possession of the part of the premises taken (or purchased) is given, the rent payable hereunder shall be reduced by mutual agreement.

L. ASSIGNMENT. LESSEE shall not at any time assign this Lease except to owners of the buildings located on the lands and to a Mortgagee as security. Assignment of the Lease shall be simultaneous with the sale and/or mortgage of the buildings, and all such assignments shall be subject to all of the terms hereof and all applicable laws and ordinances. LESSEE may assign this Lease at any time with the prior consent of LESSOR, which consent shall not be unreasonably withheld or delayed. In such event, LESSEE shall have no further responsibility for the performance of any of LESSEE'S covenants and obligations hereunder which relate to any period after the date of such assignment. Such an assignment shall not, however, relieve LESSEE of any responsibility for obligations accruing prior to the date of such assignment. The foregoing provision, however, shall not be deemed to require LESSOR'S consent to any assignment or collateral assignment made in connection with the issuance of multi-family housing revenue bonds by the Community Development Authority of the City of Madison, Wisconsin.

M. LEASING OF IMPROVEMENTS. LESSEE may lease the buildings and lands provided the sublessees are bound by the terms and conditions of this document.

N. TAXES. LESSOR agrees to pay all general property taxes, if any, assessed against the raw land, but not against any land or building improvements. LESSEE shall pay all general property taxes assessed against land improvements and against buildings and other structures. On the date of this Lease, buildings and other structures on leased land are taxed as personal property, according to applicable State of Wisconsin Law. LESSEE further agrees to pay any special assessments levied upon the property and any sewer and water charges levied against the property and placed upon the tax roll for collection, as may be applicable during the term of this Lease and any renewals thereof, except as hereinafter provided.

O. INDEMNIFICATION OF LESSOR AGAINST CHARGES ON LEASED LANDS. LESSEE will at all times indemnify, hold harmless, and defend LESSOR and the lands and the improvements thereon from any and all taxes, assessments and charges for which it is responsible as set forth elsewhere herein, and from any and all liens and penalties in connection therewith, and also from any and all claims for damages or liens in any way hereafter chargeable to, or payable to, or payable for, or in respect of the lands, or the use and occupancy thereof, during the term of this Lease, and will, upon written request of LESSOR, furnish to LESSOR, for inspection and such use as may be proper in protecting the estate of LESSOR in the lands, written evidence of any and all such payments.

P. GOVERNMENTAL AUTHORITY. LESSEE agrees reasonably, promptly and effectively to comply with all applicable and lawful statutes, rules, orders, ordinances, requirements, and regulations of the City of Madison, the County of Dane, the State of Wisconsin, the Federal Government and any other governmental authority having jurisdiction over the lands. LESSEE may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint, or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement, or regulations, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. LESSEE agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold LESSOR harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

Q. TITLE TO IMPROVEMENTS AND LIENS THEREON. Title to all improvements purchased by or erected by LESSEE on the lands shall be in and remain in LESSEE for and during the entire term of the Lease, but at the expiration or other termination thereof, such improvements, if any remain, shall revert to LESSOR free and clear of all liens except such as exist on the date of this Lease except as further provided herein. LESSEE further agrees that any maintenance and repair work, alterations, replacements, and additions in connection with the improvements shall be of good workmanship and quality. LESSEE covenants and agrees promptly to pay all sums legally due and payable on account of any labor performed on, or material furnished for the lands and improvements subject to LESSEE'S right to contest the validity of any such lien. LESSEE further agrees not to permit any mechanic's or materialmen's liens to stand against the leased lands on account of labor performed or material furnished and to save LESSOR harmless from any and all such asserted claims or liens, subject to LESSEE'S right to contest the validity of any such lien.

R. MORTGAGES AND SUBORDINATION

1. Mortgage Loans Obtained by LESSEE. LESSEE at its option shall have the right at any time and from time to time during the initial or any renewal term of the Lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan and/or to negotiate and obtain a new loan or loans) which may be secured by a Mortgage on the LESSEE'S leasehold interest in the lands or any part thereof and the improvements purchased by, constructed or to be constructed thereon by LESSEE, or any part thereof. Any such Mortgage loan or loans or extension, renewal, refinancing or replacement thereof (hereinafter referred to as a "Mortgage Loan" or "Mortgage"), (a) shall be made by, and may be in such principal amount and under such terms as may be obtained from a lender (hereinafter referred to as a "Mortgagee"), (b) shall be due and payable in full prior to the expiration of the term of this Lease and any authorized renewals thereof, and (c) shall impose no personal liability on LESSOR (the sole recourse of the Mortgagee to be against LESSEE and/or LESSEE'S interest in the lands and the improvements, and/or including any other collateral pledged to Mortgagee). The term "Mortgagee" shall include any party making any financial accommodation to LESSEE absolutely or contingently secured by an interest in the leased premises and/or improvements thereon, which accommodations specifically include but are not limited to (1) a Mortgage from LESSEE to the Community Development Authority of the City of Madison and (2) any reimbursement agreement pursuant to which a letter of credit is issued as well as any related documents thereto. LESSEE shall notify LESSOR of the names and addresses of all Mortgagees.

2. LESSOR agrees that so long as there is any Mortgage of LESSEE'S interest herein, the following provisions shall apply, notwithstanding any other provisions of this Lease:

a. There shall be no cancellation, surrender or material modification of this Lease by joint action or agreement of LESSOR and LESSEE without the prior consent in writing of the Mortgagee.

b. LESSOR shall, upon serving LESSEE with any notice of default, simultaneously serve a copy of such notice upon the holder of such Mortgage by certified mail, return receipt requested. The Mortgagee shall thereupon have the same period, after service of such notice upon it, plus an additional sixty (60) days, to remedy or cause to be remedied the defaults complained of, and LESSOR shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by LESSEE.

c. Anything herein contained notwithstanding, while such Mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the holder to LESSOR, if any default shall occur which, pursuant to any provision of this Lease, entitles LESSOR to terminate this Lease, and if before the expiration of sixty (60) days from the date of service of notice of termination upon such Mortgagee, such Mortgagee shall have notified LESSOR of its desire to nullify such notice and shall have paid to LESSOR all rent and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, except as provided in Paragraph e. of this Section, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event LESSOR shall not be entitled to terminate this Lease and any notice of termination therefore given shall be void and of no effect.

d. LESSOR agrees that the name of the Mortgagee may be added to the "Loss Payable Endorsement" of Fire and Extended Coverage insurance policies required to be carried by LESSEE hereunder.

e. Nothing herein contained shall require the Mortgagee to cure any default of LESSEE.

f. The proceeds from any Fire and Extended Coverage insurance policies or arising from a condemnation may be held by any Mortgagee and distributed pursuant to the provisions of this Lease, but the Mortgagee may reserve its right to apply to the mortgage debt LESSEE'S share of such proceeds pursuant to such Mortgage.

g. LESSOR shall, upon request, execute, acknowledge and deliver to the Mortgagee, an agreement prepared at the sole cost and expense of LESSEE, in form satisfactory to the Mortgagee, between LESSOR, LESSEE and Mortgagee, acknowledging agreement with all of the provisions of this Section.

3. Definition of Mortgage. For the purpose of this Lease, the term "Mortgage" or "Mortgage Loan" also shall include a Mortgage, deed of trust or other such classes of security instruments as are commonly given to secure loans or advances on leasehold interests under the laws of Wisconsin and/or the credit instruments, if any, secured thereby.

4. Expenses of Mortgage Loans Obtained by LESSEE. LESSEE agrees to pay all charges for securing and making any Mortgage Loan, including all brokerage, commission charges, fees for examination of title, attorney's fees, recording fees, title insurance, and such other costs and expenses as any Mortgagee may require to be paid.

5. Non-Subordination by LESSOR. LESSEE understands that LESSOR'S interest in the fee of the lands will not be subordinated to the lien or extension, renewal, continuation or replacement of the lien of any Mortgage obtained by LESSEE.

6. Mortgage of LESSEE'S Leasehold Interest. Notwithstanding any other provision of this Lease, LESSEE shall have the right, from time to time and at any time, to mortgage at its own expense all or any part of its interest in this Lease (including LESSEE'S interest in improvements) without limit as to amount, and without any other restriction or limitations. It is expressly agreed that LESSEE'S right to mortgage its leasehold estate (including its interest in improvements) created hereby shall be unlimited and unrestricted; provided that LESSOR'S interest in the lands shall not be any way encumbered by LESSEE'S Mortgage. LESSEE agrees to make all payments of principal and interest under any such leasehold Mortgage as and when such payments become due, and to comply with all covenants and agreements contained in such leasehold Mortgage, provided, however, that the wording of this sentence shall not be construed to impose personal liability on LESSEE, in any capacity, to make any such payments or perform any such agreements.

7. LESSOR agrees that in the event of termination of this Lease by reason of any default by LESSEE other than for non-payment of rent and other amounts required herein, that LESSOR will enter into a new lease of the lands with the Mortgagee or its nominee, for the remainder of the term, effective as of the date of such termination, at the rent and upon the same terms, provisions, covenants and agreements as herein contained, provided:

a. Said Mortgagee or its nominee shall make written request upon LESSOR for such new lease within thirty (30) days after the date of such termination;

b. Said Mortgagee or its nominee shall pay to LESSOR, at the time of execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorneys' fees, to which LESSOR shall have been subjected by reason of such default;

c. Said Mortgagee or its nominee shall perform and observe all covenants herein contained in LESSEE'S part to be performed and shall further remedy any other conditions as are capable of being remedied which LESSEE under the terminated lease was obligated to perform;

d. Such new lease shall be expressly made subject to the rights, if any, of LESSEE under the terminated lease;

e. The tenant under such new lease shall have the same right, title and interest in and to the buildings and improvements on the lands as LESSEE had under the terminated lease.

8. LESSOR agrees promptly after submission to execute, acknowledge and deliver any agreements modifying this Lease requested by any Mortgagee, provided that such modification does not decrease LESSEE'S obligations under this Lease or decrease LESSOR'S rights pursuant to this Lease.

S. The LESSEE expressly agrees for itself, successors and assigns to preserve and protect the Architectural Features.

T. LESSEE agrees to pay all reasonable costs, attorney's fees and expenses that may be paid or incurred by LESSOR in enforcing the terms and conditions of this Lease.

U. LESSEE agrees to permit all utilities to gain access through the lands by easements provided by LESSOR hereunder without compensation, cost or damage to LESSEE. Any such easements shall be compatible with the Architectural Features.

ARTICLE VII - OBLIGATIONS OF LESSOR

A. LESSOR agrees to permit all utilities to gain access to the leased lands through appropriate easements to be provided to said utilities without cost or damage to LESSOR.

B. LESSOR represents that the lands are presently zoned Planned Unit Development.

C. During the term of this Lease, LESSOR agrees to pay any and all real estate taxes on the above-described lands, exclusive of improvements and special assessments.

D. LESSOR agrees that all existing special assessments on the lands will have been paid at the time of execution of this document.

E. LESSEE, at its expense, shall create a landscaped area, to LESSOR'S specifications, on the surface of the underground parking structure in Parcel B herein. Thereafter, LESSOR shall maintain and replace the landscaping. The safety railing described elsewhere herein is specifically defined as not being part of this landscaping.

ARTICLE VIII - TERMINATION OR CANCELLATION OF LEASE

A. If cancellation occurs under this provision due to any amount of insurable damage or destruction or eminent domain taking of said improvements, LESSEE agrees that said improvements shall become the property of LESSOR to dispose of in whatever manner LESSOR deems proper, however, LESSOR reserves the right to require the removal of such improvements at LESSEE'S expense.

B. LESSOR may cancel this agreement by giving LESSEE sixty (60) days written notice by certified mail, return receipt requested upon or after any one of the following events:

1. Nonpayment of rent within fifteen (15) days of due date which is not cured within ten (10) days after written notice, except that such written notice shall not be required to be given more than two times in any twenty (20) month period.

2. The filing by LESSEE of a voluntary petition in bankruptcy.

3. The institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as a bankrupt pursuant to such proceedings.

4. The taking by court of jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any federal act.

5. The appointment of a receiver of LESSEE'S assets; or any general assignment for the benefit of LESSEE'S creditors.

6. The divesture of LESSEE'S estate herein by other operation of law.

7. The abandonment by LESSEE of the lands and/or of the building located thereon, except in connection with its surrender to an assignee, sublessee, mortgagee, or other party succeeding to LESSEE'S interest hereunder.

8. The default by LESSEE in the performance of any covenant or agreement required herein to be performed by LESSEE, and LESSEE'S failure to commence and diligently continue to correct such default within sixty (60) days after receipt of written notice from LESSOR of said default, provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if LESSEE shall have remedied the default prior to receipt of LESSOR'S notice of cancellation.

In any of the aforesaid events, after the cure period, LESSOR may take immediate action to gain possession of the lands under Section 704.31 of the Wisconsin Statutes 1983-84, including the building and all improvements located thereon. Title to the building and improvements shall then vest in LESSOR after expiration of the statutory period of redemption. LESSEE will still be liable for any outstanding monies owed LESSOR, and for any outstanding special assessments, personal property taxes, general real estate taxes against land improvements, and liens as determined in the foreclosure judgment.

Notwithstanding foreclosure under Section 704.31, Wisconsin Statutes, if it is determined that the Architectural Features are not predominantly intact and the building is not still eligible for listing in the National Register of Historic Places, solely due to acts or omissions of LESSEE, the LESSEE shall receive no compensation for the improvements remaining, but shall have the right to remove all or part of the remaining improvements within sixty (60) days of such a final determination. Such determination shall be made by LESSOR, its successors and assigns. The determination shall be made and be reviewable in accordance with the provisions of Section 9.49, Madison General Ordinance entitled "Review of Administrative Determinations", as amended hereafter, or if repealed and not otherwise reenacted, by Chapter 68, Wis. Statutes, as amended. LESSOR reserves the right to require the removal of such improvements at LESSEE'S expense if the Architectural Features are not still predominantly intact and the former Lincoln School Building is no longer eligible for listing in the National Register of Historic Places solely due to acts or omissions of LESSEE, its agents, successors or assigns.

Failure of LESSOR to declare this Lease terminated for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

ARTICLE IX - QUIET ENJOYMENT

LESSEE, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the premises during the term of this Lease, without hindrance or molestation by LESSOR, its agents, successors and assigns.

ARTICLE X - FORCE MAJEURE

In the event that LESSOR or LESSEE shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE XI - SHORT FORM LEASE

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

LESSOR agrees that at any time and from time to time upon not less than ten (10) days prior request of LESSEE, LESSOR shall execute, acknowledge and deliver to LESSEE a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as the LESSOR knows, LESSEE is not in default under any provisions of this Lease (or if LESSOR knows of any such default, specifying the same).

ARTICLE XIII - RIGHTS UPON TERMINATION

Upon termination of this Lease, LESSEE'S right herein shall cease, and LESSEE shall immediately surrender the premises. Further, LESSOR shall be entitled to receive building in reasonable condition, ordinary wear and tear, uninsurable damage by the elements, or other uninsurable causes beyond the control of LESSEE excepted. Upon Lease termination, any and all improvements shall become a part of the land on which it is located, and title thereto shall thereupon vest in LESSOR.

ARTICLE XIV - MISREPRESENTATION AND INVALID PROVISIONS

All terms and conditions with respect to this Lease are expressly contained herein and both parties agree that no representative or agent of LESSOR or LESSEE has made any representation or promise with respect to this Lease not expressly contained herein.

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

ARTICLE XV - NOTICES

All rentals due under this Lease shall be made payable to the Treasurer, City of Madison, Wisconsin, and shall be remitted to the office of the Real Estate Development Unit Director of the City of Madison, Madison Municipal Building, Lower Level, 215 Monona Avenue, Madison, Wisconsin 53710, or the Director's successors or assigns.

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

| | |
|--|--|
| <u>LESSOR:</u> | <u>LESSEE:</u> |
| City of Madison Real Estate Development Unit Director Madison Municipal Building, Lower Level 215 Monona Avenue Madison, Wisconsin 53710 | Lincoln School Associates Limited Partnership, a limited partnership c/o Thomas M. Neujahr 301 North Broom Street Madison, Wisconsin 53703 |

or other such addresses as the parties may designate to each other in writing from time to time, with copies to all Mortgagees known to the parties.

ARTICLE XVI - AUTHORIZED AGENT

The authorized agent for the City of Madison for the enforcement of all provisions in this Lease shall be the Real Estate Development Unit Director, or the Real Estate Development Unit Director's successors or assigns.

ARTICLE XVII - APPROVALS

All approvals, consents or agreements which may be granted under this Lease shall not be unreasonably withheld or unduly delayed.

ARTICLE XVIII - SEVERABILITY

If any term or provision of this Lease or the application thereof to the LESSOR or LESSEE or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to LESSOR or LESSEE or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Handwritten mark

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on this 22nd day of March, 1985.

LESSEE
LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership

BY: Thomas M. Neujahr
Thomas M. Neujahr, General Partner
for Urban Land Interests, Inc.
Managing General Partner

Signed at Madison, Wisconsin, this 22nd day of March, 1985.

CITY OF MADISON

F. Joseph Sensenbrenner, Jr.
F. Joseph Sensenbrenner, Jr., Mayor

Dolores J. Meiller
Dolores J. Meiller, Deputy City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named Thomas M. Neujahr to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Will A. Lemhart
Notary Public, State of Wisconsin
My Commission: expires 6/21/87

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named F. Joseph Sensenbrenner, Jr. and Dolores J. Meiller to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Madison, who executed the foregoing instrument and acknowledged the same under authority of Resolution No. 38,705, File No. 5327-82, adopted by the Common Council of the City of Madison on the 18th day of January, 1983.

Will A. Lemhart
Notary Public, State of Wisconsin
My Commission: expires 6-21-87

APPROVED AS TO FORM:

Henry A. Gempeler, City Attorney

This instrument drafted by:
James M. Voss, Assistant City Attorney
Room 401, City-County Building
210 Monona Avenue
Madison, Wisconsin 53710

STATE OF WISCONSIN
Dolores J. Meiller
Register of Deeds

05 MAR 22 P 2: 59

REGISTERS OFFICE
DANE COUNTY, WIS. ST.
RECORDED ON

RIGHT OF WAY AGREEMENT

The CITY OF MADISON, a municipal corporation in Dane County, Wisconsin, hereinafter referred to as "Grantor", for the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, hereby conveys unto LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, hereinafter referred to as "Grantee", the following described Right of Way Easement, including the right to install, maintain, repair and replace private storm sewer facilities as shown on Certified Survey Map No. 4607, recorded in Volume 20 of Certified Survey Maps, Pages 140-142 as Document No. 1872436 in the Dane County Register of Deeds Office, hereinafter referred to as "Right of Way", in Dane County, Wisconsin:

A right of way easement over a strip of land across part of Lots 1, 2, and 3 of said Certified Survey Map, having widths as shown thereon, extending from the Northeasterly right of way line of North Blount Street to the Northeast line of Lot 2 of said Certified Survey Map extended to the Northwest.

Also, a right of way easement over a rectangular parcel of part of Lot 3, said Certified Survey Map, extending 50 feet North 45°44' 56" East from the Northeast line of said Lot 2; the Northwest line of this parcel is the Northwest line extended of the strip of land described above; the Southeast line of this parcel is the Northwest line of the underground leased area shown on said Certified Survey Map.

ARTICLE I - TERM

This Right of Way, together with all rights, conditions and responsibilities set forth herein, shall run concurrently with a Ground Lease Agreement between Grantor and Grantee, recorded as Document No. 1872437 in the Office of the Dane County Register of Deeds. If said Ground Lease Agreement is cancelled or terminated, this Right of Way shall terminate automatically without further notice. If said Ground Lease Agreement is extended or is replaced with a new Ground Lease Agreement, this Right of Way shall be extended automatically to coincide with extension or replacement without notice.

ARTICLE II - ASSIGNMENT

A. Grantee shall not at any time assign this Right of Way except to owners of the building located on said Lot 2, or to any mortgagee, lender, guarantor, surety or other provider of any financial accommodation under which Grantee's performance is absolutely or contingently secured by Grantee's interest in the property leased under said Ground Lease Agreement or the building located on said Lot 2. Assignment/transfer of Grantee's interest in this Right of Way shall be simultaneous with the sale and/or mortgage of the said buildings, and all such assignments shall be subject to all of the terms hereof and all applicable laws and ordinances.

B. Grantee may include in its leases with tenants occupying the building located on said Lot 2 the use of the Right of Way, subject to the terms and conditions of this Agreement, but shall retain all of its responsibilities contained herein.

ARTICLE III - OBLIGATIONS OF GRANTEE

A. Grantee shall, at its sole cost and expense, pave, sign, maintain and repair the existing driveway within the limits of said Right of Way.

B. In the event Grantor determines it is in the best interest of the general public to vacate North Blount Street, Grantee shall join into the vacation proceedings at the request of Grantor as may be required by executing petitions and/or releasing any interest it may have in that portion of North Blount Street to be vacated. Prior to any action which shall occur in the vacation of North Blount Street, Grantor and Grantee shall agree to an alternate Right of Way for access from the Right of Way conveyed herein to a public street. Approval of the alternate access shall not unreasonably be withheld by either party, it being understood that diminution in convenience or attractiveness will be items of consideration.

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ARTICLE IV - SNOW PLOWING RIGHTS OF GRANTEE

Grantee, when plowing snow from the driveway on this Right of Way, shall have the right to deposit the snow on adjacent lands in said Lot 3, provided that the deposited snow does not harm the park landscape or block the road access to park land northeast of this Right of Way.

ARTICLE V - RETAINING WALL WITHIN RIGHT OF WAY EASEMENT

It is acknowledged and understood that there is an existing retaining wall along the Northwest line of said Lot 1, a section of which encroaches into the Right of Way, and that the encroachment of this retaining wall into the Right of Way is permissive and can exist until such time as the retaining wall is removed or reconstructed. At such time as the retaining wall may be reconstructed, it shall be located entirely outside of the Right of Way, unless other arrangements regarding the location and existence of the retaining wall are negotiated between the parties hereto.

The responsibility for the maintenance of the existing retaining wall rests with Grantor, its successors and assigns. Grantee shall be responsible for the repair and replacement of said retaining wall made necessary by damage caused to the wall by Grantee, Grantee's tenants, agents, suppliers, assigns, guests or invitees of the Grantee's facilities located on said Lot 2 and part of said Lot 3.

ARTICLE VI - RIGHTS RETAINED BY GRANTOR

Except as provided in this Article VI, the Right of Way shall be an exclusive easement.

A. Grantor reserves the right to use the driveway within this Right of Way as a service drive for maintenance and service vehicles and for Police and emergency use.

B. Grantor, its successors and assigns, for itself, or in the event that Lot 1 of said Certified Survey Map sold, leased or assigned, reserves the right to grant itself, the purchaser, lessee or assignee of said Lot 1 the right to use that portion of the Right of Way abutting said Lot 1, subject to the purchaser, lessee or assignee of said Lot 1 and the Grantee herein entering into a Joint Driveway Agreement. Grantee shall not withhold its approval of a reasonable Joint Driveway Agreement.

C. In the event that North Blount Street is vacated or the street improvement located within the Blount Street Right of Way changed, Grantor reserves the right, at its sole cost, to extend, pave, maintain and repair an alternate Right of Way for access from a public street to connect to the Right of Way conveyed herein. Said alternate Right of Way may be a private and/or a public right of way. In the event it is private, the parties may enter into a new or amended Right of Way Agreement, if deemed necessary, which shall include similar conditions to those contained herein.

ARTICLE VII - INDEMNIFICATION AND HOLD HARMLESS

Grantor shall stand indemnified by Grantee as herein provided. Grantee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Grantor shall in no way be responsible therefor. In the use of the Right of Way, in the signing, construction, maintenance or repair thereof, and in the exercise or enjoyment of the same, Grantee shall indemnify, save harmless and defend Grantor from any and all losses that may proximately result to Grantor because of any negligence on the part of Grantee or Grantee's tenants, agents, suppliers, assigns, guests or invitees in their use of said Right of Way, except any damage and liability as may be caused by negligence on the part of Grantor, its successors and assigns.

ARTICLE VIII - INSURANCE REQUIREMENTS

The policy of Comprehensive General Liability Insurance issued pursuant to the conditions of said Ground Lease Agreement between the parties hereto shall specify that it includes the protection of Grantee and Grantor as set forth in ARTICLE VII herein.

ARTICLE IX - STORM SEWERS

Grantee shall have the right to install, construct, maintain, repair and/or replace storm sewer facilities within said Right of Way. The approximate location is shown on said Certified Survey Map.

ARTICLE X - SUBORDINATION

Grantee shall subordinate its rights in this Right of Way without compensation at the request of Grantor, to provide easements and rights of way for all public and private utilities across or along this easement, provided that neither such subordination nor such easements shall interfere, except temporarily during construction, with the practical use of the right of way to provide free and convenient access to said Lot 2 and that portion of said Lot 3 designated in said Certified Survey Map as a subterranean area leased to the Lessee of Lot 2 for an underground parking structure, and provided further that such subordination and easements shall not detract from Grantee's buildings and site improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 22nd day of March, 1985.

REGISTRAR'S OFFICE
DANE COUNTY, WIS. 53
RECORDED ON

85 MAR 22 P 2:59

WISCONSIN
State of Wisconsin
Register of Deeds

LESSEE ASSOCIATES
LINCOLN SCHOOL LIMITED PARTNERSHIP,
a Wisconsin limited partnership

BY: Thomas M. Neujahr
Thomas M. Neujahr, General Partner
for Urban Land Interests, Inc.,
Managing General Partner
CITY OF MADISON

F. Joseph Sensenbrenner, Jr.
F. Joseph Sensenbrenner, Jr., Mayor

Dolores J. Meiller
Dolores J. Meiller, Deputy City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named Thomas M. Neujahr to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

William A. Reinhart
Notary Public, State of Wisconsin
My Commission: expires 6-21-87

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me this 22nd day of March, 1985, the above named F. Joseph Sensenbrenner, Jr. and Dolores J. Meiller to me known to be the Mayor and Deputy City Clerk, respectively, of the City of Madison who executed the foregoing instrument and acknowledged the same under authority of Resolution No. 38,705, File No. 5327-82, adopted by the Common Council of the City of Madison on the 18th day of January, 1983.

William A. Reinhart
Notary Public, State of Wisconsin
My Commission expires 6-21-87

APPROVED AS TO FORM:

Henry A. Gempeler
Henry A. Gempeler, City Attorney

This instrument drafted by:
James M. Voss, Assistant City Attorney
Room 401, City-County Building
210 Monona Avenue

1877671

LAND USE RESTRICTION AGREEMENT

THIS AGREEMENT, made and entered into as of April 1, 1985, by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN (the "Authority"), a public body corporate and politic duly created, organized and existing under the laws of the State of Wisconsin, M&I MARSHALL AND ILSLEY BANK, Milwaukee, Wisconsin (the "Trustee"), as trustee under the Trust Indenture, dated as of April 1, 1985, between the Authority and said Trustee (the "Indenture"), having its offices at Milwaukee, Wisconsin, and LINCOLN SCHOOL ASSOCIATES LIMITED PARTNERSHIP, (the "Developer"), a Wisconsin limited partnership, owning the real property described in Exhibit A hereto (the "Property");

W I T N E S S E T H :

WHEREAS, Authority proposes to issue Bonds (as herein-after defined) to make a mortgage loan ("Mortgage Loan") to Developer; and

WHEREAS, the Authority and the Trustee, as a condition of issuing and authenticating the Bonds, require that the Developer enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Trustee and the Developer do hereby agree as follows:

Section 1. Definitions. In addition to terms defined elsewhere herein, unless otherwise expressly provided herein, the following terms shall have the respective meanings set forth below for the purposes hereof:

"Agreement" means this Agreement.

"Bonds" means the Multifamily Housing Revenue Bonds (Lincoln School Project), to be issued by the Authority in the aggregate principal amount of not to exceed \$1,450,000 pursuant to the Indenture.

"Closing Date" means the date of delivery of the Bonds to the initial purchasers thereof against payment therefor.

"Code" means the Internal Revenue Code of 1954, as amended.

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"Development" means the multifamily residential rental development to be constructed on the Property, the acquisition, construction and rehabilitation of which are to be financed with Bond proceeds.

"Low or Moderate Income Tenants" means persons and families of low or moderate income within the meaning of Section 103(b)(4)(A) and 103(b)(12)(C) of the Code and applicable regulations thereunder, as the same may be amended from time to time.

"Qualified Project Period" means that period of time beginning on the later of (i) the first day on which 10% of the units in the Development are first occupied and (ii) the Closing Date and ending on the latest of (a) the date that is ten years after the date on which 50% of the units in the Development are first occupied, (b) the date on which any assistance provided with respect to the Development under Section 8 of the United States Housing Act of 1937 terminates, and (c) the date that is 50% of the number of days constituting the term of the latest maturing Bond (including any refunding bond) after the date on which any of the units in the Development is first occupied; provided, however, that the Qualified Project Period shall end in the event that the Internal Revenue Service finds that the interest on the Bonds is taxable, other than as a result of ownership thereof by a "substantial user" or a "related person" under Section 103(b) of the Code.

"State" means the State of Wisconsin.

Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine gender and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. The titles and headings of the sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 2. Term of Agreement. This Agreement shall become effective on the Closing Date. Unless sooner terminated or amended in accordance with the terms hereof, this Agreement shall continue in full force and effect for a period equal to the longer of (a) the remaining term of the Bonds, or (b) the end of the Qualified Project Period.

Section 3. General Covenants. The Authority and the Developer, each for its own part, covenants to comply with respect to the Development with Section 103(b)(4)(A) of the Code and applicable regulations thereunder at all times during the term of this Agreement. The Authority and the Developer, each for its own part, covenants that it will not knowingly take or permit any action to be taken which would adversely affect the exemption of interest under Section 103(b)(4)(A) of the Code from federal income taxation. The Authority and the Developer, each for its own part, agrees to take any lawful actions, including amending this Agreement, as is necessary, in the opinion of a nationally recognized bond counsel, to comply fully with all applicable requirements affecting the federal tax exemption of interest on the Bonds under Section 103(b)(4)(A) of the Code.

Section 4. Specific Covenants. The Developer hereby represents, covenants and agrees that:

(a) the Development is being acquired, constructed and rehabilitated for the purpose of providing multi-family "residential rental property" as such phrase is used in Section 103(b)(4)(A) of the Code; the Developer will own the entire Development for federal tax purposes; and the Developer will own, manage and operate (or cause to be managed and operated) the Development as a project to provide multifamily residential rental property consisting of residential dwelling units and facilities functionally related and subordinate thereto, in accordance with Section 103(b)(4)(A) of the Code and Treasury Regulation 1.103-8;

(b) each dwelling unit in the Development will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family;

(c) none of the dwelling units in the Development will be used on a transient basis or leased or rented for a period of less than 30 days;

(d) no part of the Development will be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis;

(e) the Developer will rent continuously or make available for rent on a continuous basis the dwelling units in the Development to members of the general public for the longer of the remaining term of the Bonds or the Qualified Project Period (the "Rental

Restrictions Period"); and will not give preference in renting dwelling units in the Development to any particular class or group of persons, other than persons and families of low and moderate income, a resident manager or maintenance personnel, disabled persons and elderly persons to the extent permitted by applicable law;

(f) the Development will be located on the Property, which comprises a single tract of land or two or more tracts of land which meet at one or more points (or would meet, but for the interposition of a street), and the Development comprises buildings, structures and facilities that are geographically contiguous and functionally related;

(g) the Developer will not occupy any dwelling unit in any building or structure in the Development that contains fewer than five dwelling units;

(h) for the Qualified Project Period, at least 20% (15% if the Development is, or subsequently becomes, a "targeted area project", as defined in 26 CFR §1.103-8 (b)(8)(iii)) of the completed and occupied dwelling units in the Development shall be initially occupied or thereafter held for occupancy by Low or Moderate Income Tenants within the meaning of Section 103(b)(4)(A) of the Code and applicable regulations thereunder;

(i) to obtain and maintain on file and available for inspection by the Authority or the Trustee, income certifications from each Low or Moderate Income Tenant residing in the Development in the form and manner required by Treasury Regulation 1.167(k)-3(b) or in such other form and manner as may be required by applicable rules, regulations or policies promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 103(b)(4)(A) of the Code;

(j) to provide in each lease to a Low or Moderate Income Tenant that a material misrepresentation in such tenant's income certification will be grounds for default and eviction (the substance and enforcement of such provision, however, being subject to limitations under any tenant-protection law);

(k) to the extent permitted by applicable law, to obtain from each Low or Moderate Income Tenant residing in the Development and maintain on file and available for inspection by the Authority or the Trustee, a copy

of such Low or Moderate Income Tenant's federal income tax return (or other documents and records acceptable to the Trustee and the Authority) for the taxable year immediately preceding such Low or Moderate Income Tenant's initial occupancy in the Development or, in the event that a Low or Moderate Income Tenant certifies that he or she did not file or did not retain a copy of such tax return, to obtain and maintain on file alternate independent evidence of such Low or Moderate Income Tenant's income for such year, such as wage statements or employer records;

(l) to prepare and submit to the Authority and to the Trustee, at the end of each month, a certificate executed by the Developer stating the percentage of the dwelling units of the Development that were occupied by Low or Moderate Income Tenants (or, after initial occupancy of all dwelling units, that were during such month occupied by, or held vacant and available for occupancy by, Low or Moderate Income Tenants) at all times during such month; and

(m) immediately upon discovering any violation of any of the covenants, restrictions and representations set forth herein, to notify the Trustee and the Authority in writing of such violation.

For the purpose of this Section, a dwelling unit occupied by an individual or family who at the beginning of its occupancy is a Low or Moderate Income Tenant shall be treated as occupied by a Low or Moderate Income Tenant during such individual's or family's tenancy in such unit even if the individual or family, as the case may be, subsequently ceases to qualify as a Low or Moderate Income Tenant. In addition such unit shall be treated as occupied by a Low or Moderate Income Tenant until reoccupied, other than for a temporary period not exceeding thirty-one days, by another occupant, at which time the character of the unit shall be redetermined according to the provisions of this Section.

Section 5. Premature Termination. This Agreement and the covenants, representations and restrictions set forth herein shall automatically terminate upon foreclosure or transfer of title by deed-in-lieu of foreclosure. The covenants, representations and restrictions set forth herein shall terminate in the event of an involuntary noncompliance caused by fire, seizure, requisition, change in a federal law or an action of a federal agency after the Closing Date which prevents the Authority from enforcing this Agreement or condemnation or similar event relating to the Development but only if, within a reasonable period,

either (i) the Bonds are retired, or (ii) amounts received as a consequence of such event are used to provide a project which meets the requirements of Section 103(b)(4)(A) of the Code and applicable regulations thereunder. The provisions of this Section 5 will cease to apply in the event of foreclosure or transfer of title by deed-in-lieu of foreclosure or similar event, if the Developer or any "related person", within the meaning of Treasury Regulation 1.103-10(e), as the same may be amended from time to time, obtains an ownership interest in the Development for tax purposes at any time during that part of the Qualified Project Period subsequent to such event. Upon involuntary loss, substantial destruction or other unforeseen events such as fire, seizure, requisition or condemnation of the Development, the proceeds of any insurance or condemnation award not used to retire the Bonds will be used either to restore the Development or to provide a substitute project which meets the requirements of Section 103(b)(4)(A) of the Code and applicable regulations thereunder.

Section 6. Uniformity. The provisions hereof shall apply uniformly to the entire Development.

Section 7. Burden of Agreement. This Agreement shall inure to the benefit of and shall be binding upon the legal representatives, successors and assigns of all parties hereto. No part of the Development shall be voluntarily transferred by the Developer prior to expiration of both the Rental Restrictions Period and the Qualified Project Period unless prior thereto or simultaneously therewith the transferee enters into an agreement, in form acceptable to the Authority and the Trustee, assuming all obligations of the Developer hereunder with respect to the transferred property.

Section 8. Remedies; Enforceability. If either the Authority or the Trustee becomes aware of a violation of any of the provisions hereof, it shall give immediate written notice thereof to the Developer, directing him to remedy the violation within a reasonable specified period of time. If such violation is not remedied within the specified period of time, the Authority or Trustee shall declare a default under this Agreement and may declare all outstanding Bonds to be due and payable pursuant to the Indenture. After the date specified in the notice hereinabove provided for, if the violation has not been fully remedied by the Developer to the satisfaction of both the Authority and the Trustee, either may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, to compel specific performance hereunder, to recover monetary damages and the costs of bringing such action caused by such violation or take any other action available to remedy the violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the

right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. No person other than the Authority or the Trustee or agents thereof shall be entitled to enforce this Agreement. Neither the Developer nor any partner of the Developer shall be personally liable for any violation by the Developer of this Agreement.

Section 9. Amendment; Termination. This Agreement shall not be amended, revised or terminated prior to the termination of the covenants, representations and restrictions provided for herein except by an instrument in writing duly executed by the Authority, the Trustee and the Developer or their respective successors or assigns and duly recorded. The Trustee shall not consent to any such amendment, revision or termination if the interests of any present or former registered owner of the Bonds which would be materially adversely affected thereby.

Section 10. Governing Law. This instrument shall be governed by the laws of the State.

Section 11. Severability. If any provision hereof is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 12. Multiple Counterparts. This instrument may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Authority, the Trustee and the Developer has each caused this instrument to be signed and attested on its behalf by its duly authorized representatives all as of the 1st day of April, 1985.

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF MADISON, WISCONSIN

By Alan R. Fier
Title: Chairperson

Attest George E. Carter
Title: Executive
Director

[SEAL]

LINCOLN SCHOOL ASSOCIATES
LIMITED PARTNERSHIP

By: URBAN LAND INTERESTS, INC.
Managing General Partner

NO
[CORPORATE SEAL]

By: *Thomas M. Venzel*
Its (Vice) President

Attest: *[Signature]*
Its (Assistant) Secretary

M&I MARSHALL AND ILSLEY BANK,
as trustee

By: *[Signature]*
Title: *Assistant Vice President*

[SEAL]

Attest: *[Signature]*
Title: *Assistant Vice President*

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

On the 23 day of April, 1985, before me a Notary Public in and for said County, personally appeared Alan Fish and George E. Austin to me personally known and known to me to be the same persons who executed the within instrument, who, being by me duly sworn, did depose, acknowledge and say: that they are respectively the Chairperson and the Executive Director of the Community Development Authority of the City of Madison, Wisconsin, the Authority described in and which executed the within instrument; that said instrument was signed on behalf of

said authority approved; and the said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Robin Schmechel
Robin Schmechel
(name printed)
Notary Public
My commission: 11/8/87

[NOTARIAL SEAL]

STATE OF WISCONSIN)
COUNTY OF DANE) SS.

Personally came before me this 23 day of April, 1985, the above named officers of Urban Land Interests, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Robin Schmechel
Robin Schmechel
(name printed)
Notary Public
My commission: 11/8/87

[NOTARIAL SEAL]

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

FVOL 6741 PAGE 75

On the 26 day of April, 1985, before me, a Notary Public in and for said County, personally appeared Frank Pierson and C.F. Schramberg to me personally known and known to me to be the same persons who executed the within instrument, who, being by me duly sworn, did depose and state that they are respectively Assist. Vice President and a Assist. Vice President of M&I Marshall and Ilsley Bank, the bank described in and which executed the foregoing instrument; that said instrument was signed by them as such officers of and on behalf of said bank by authority of its Board of Directors; and the said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said bank by its being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Robin Schmichel
Robin Schmichel
(name printed)
Notary Public
My commission: 11/8/87

[NOTARIAL SEAL]

Ret.
This document was drafted by Judith S. Neese, of Foley & Lardner, One South Pinckney Street, Madison, Wisconsin 53701.

DESCRIPTION OF PROPERTY

Register of Deeds

95 APR 30 4:3:27

REGISTER'S OFFICE
DANE COUNTY, WIS. S.
PLACED ON

The following described lands, all situated in James Madison Park, in the City of Madison, Dane County, Wisconsin, to-wit:

Parcel A: Lot Two (2), Certified Survey Map No. 4607, recorded in Volume 20 of Certified Surveys, Pages 140-142, Document No. 1872436 in the Dane County Register of Deeds Office.

Parcel B: A subterranean lease of a portion of Lot Three (3), said Certified Survey Map No. 4607. The leased subterranean space has a vertical dimension of eighteen (18) feet, with a top horizontal plane at the elevation of forty-three (43.00) feet City of Madison Datum. The horizontal boundaries of said subterranean easement are fully described as follows:

Beginning at the easterly corner of said Lot Two (2); thence North 45°44'56" East, along the Southeasterly line of said Lot Three (3), 128 feet; thence North 44°15'04" West, 106.05 feet; thence South 45°44'56" West, to a point on the Southwesterly line of said Lot Three (3); thence South 44°15'04" East, along said Southwesterly line, 106.05 feet to the point of beginning.

Together with a Right of Way recorded as Document No. 1872438, in the Dane County Register of Deeds Office and shown on said Certified Survey Map No. 4607.

NOTICE OF LAUNDRY ROOM LEASE AGREEMENT

RECORDER'S OFFICE
DANE COUNTY, WI.
JANE LIGHT
REGISTER OF DEEDS
RECORDED ON

DEC 2 1 12 PM '92

2419267

PLEASE TAKE NOTICE that there is a valid Laundry Room Lease Agreement in existence between Coin Appliances, Inc., of Milwaukee, Wisconsin, herein referred to as the Company, and

Name: KEY LINCOLN SCHOOL ASSOCS of

Address: 301 N BROOM - MADISON, WI 53703

the owner or agent of the owner, and their/its heirs, personal representatives, successors and assigns, herein referred to as the owner, for the premises situated at:

Street Address: 720 E GORHAM ST

City, State and Zip Code: MADISON, WI 53703

VOL 21110 PAGE 42

with a legal description as follows:

Lot 2, Certified Survey May No. 4607, recorded in Dane County Register of Deeds in Vol. 20, Page 140 of Certified Surveys, along with Part of Lot 3, that is Subterranean Area leased to Lessee of Lot 2 for underground parking structure: also, a driveway easement leading out to N Blount St, which is part of Lot 3.

This lease agreement shall constitute a covenant running with the land and shall not be construed as a license, and shall be binding upon the Owner, its/their heirs, personal representatives, successors and assigns.

Any questions concerning this Laundry Room Lease Agreement should be directed to Coin Appliances, Inc., 6580 N. 40th Street, Milwaukee, Wisconsin 53209, Phone: (414) 353-2200.

Dated at Milwaukee, Wisconsin this 30th day of NOVEMBER, 19 92

Coin Appliances, Inc.

By: [Signature]

Name: ROBERT L. DAY

Title: VICE-PRESIDENT

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

)ss

MILWAUKEE COUNTY)

Personally came before me this 30th day of NOVEMBER, 19 92, the

above named ROBERT L. DAY

to me known to be the person who executed the foregoing Instrument and acknowledged the same.

Prepared by:
RAOUL L. EHR

[Signature]
Notary Public-State of Wisconsin

My Commission expires: MAY 5, 1996

Document No.

Office of Register of Deeds

SS

Dane County, Wisconsin
Received for Record _____
19__ at _____ o'clock _____
and recorded in Volume _____
of _____ on page _____
_____ Register.

RECORDERS OFFICE
DANE COUNTY, WIS.
REGISTER OF DEEDS
RECORDED

FEB 17 8 05 AM '93

VOL 21774 PAGE 1

Return to:

Katherine H. Rankin, Secretary
Madison Landmarks Commission
Planning Unit
Dept. of Planning & Development
215 Martin Luther King, Jr. Blvd.

2440184

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinance, a Landmarks Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01(5) of the Madison General Ordinances, the above Commission on the 1st day of February, 1993, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal Description:
NE 16 feet of Lot 7 and SW 37 feet of Lot 8, Block 260, Original Plat,
City of Madison.
2. Tax Parcel Number:
0709-133-1222-2
3. Present Owner of Record:
City of Madison
4. Street Address:
646 E. Gorham Street
5. Present Name of Building or Site:
Collins House
6. Historic Name of Building or Site:
Anna and Cornelius C. Collins house
7. Present Use:
Four-unit apartment building

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01(5) of the Madison General Ordinances, to-wit:

1. That all building permits for the altering or constructing all buildings on said site shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

12

2. That all permits for the demolition of any buildings on said site shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

CITY OF MADISON LANDMARKS COMMISSION

BY: Katherine H. Rankin
Katherine H. Rankin, Secretary

State of Wisconsin)
)ss. VOL 21774 PAGE 2
County of Dane)

On this the 4th day of February, 1993, before me, Sharon Amstrong, the undersigned officer, personally appeared, Katherine H. Rankin, Secretary of the Landmarks Commission of the City of Madison, Wisconsin, known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same in her capacity as Secretary of the Landmarks Commission for the City of Madison, Wisconsin, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon Amstrong
Notary Public, State of Wisconsin
My Commission: expires 4/2/95

This instrument was drafted by
Katherine H. Rankin, Secretary
Landmarks Commission

Document No.

Office of Register of Deeds

SS

Dane County, Wisconsin

Received for Record

19 at o'clock

and recorded in Volume

of on page

Register.

RECORDED IN THE
DANE COUNTY, WISCONSIN
LANDMARKS COMMISSION
REGISTER ON

FEB 17 8 05 AM '93

VOL 21774 PAGE 3

Return to:

Katherine H. Rankin, Secretary
Madison Landmarks Commission
Planning Unit
Dept. of Planning & Development
215 Martin Luther King, Jr. Blvd.

2440185

Notice is hereby recorded with the Dane County Register of Deeds that pursuant to Section 33.01 (3) of the Madison General Ordinance, a Landmarks Commission has been established in the City of Madison, Wisconsin; and pursuant to Section 33.01(5) of the Madison General Ordinances, the above Commission on the 1st day of February, 1993, has designated the following property a (landmark) within the City of Madison, Wisconsin:

1. Legal Description:
SW 50 feet of Lot 7, Block 260, Original Plat, City of Madison.
2. Tax Parcel Number:
0709-133-1221-4
3. Present Owner of Record:
City of Madison
4. Street Address:
640 E. Gorham Street
5. Present Name of Building or Site:
Connor house
6. Historic Name of Building or Site:
Irene and Robert Connor house
7. Present Use:
Single-family residence

Furthermore, the above-described land shall be subject to all of the following restrictions as set forth in Section 33.01(5) of the Madison General Ordinances, to-wit:

1. That all building permits for the altering or constructing all buildings on said site shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

12

2. That all permits for the demolition of any buildings on said site shall be submitted to the Landmarks Commission of the City of Madison, Wisconsin for approval.

CITY OF MADISON LANDMARKS COMMISSION

BY: Katherine H Rankin
Katherine H. Rankin, Secretary

State of Wisconsin) VOL 21774 PAGE 4
)ss.
County of Dane)

On this the 4th day of February, 1993, before me, Sharon Amstrong, the undersigned officer, personally appeared, Katherine H. Rankin, Secretary of the Landmarks Commission of the City of Madison, Wisconsin, known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same in her capacity as Secretary of the Landmarks Commission for the City of Madison, Wisconsin, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon Amstrong
Notary Public, State of Wisconsin
My Commission: expired 4/2/95

This instrument was drafted by
Katherine H. Rankin, Secretary
Landmarks Commission

2599107

NOTICE OF LAUNDRY ROOM LEASE AGREEMENT

REGISTER OF DEEDS
DANE COUNTY WI
94 MAY -9 PH 1:36

V27363P 62

PLEASE TAKE NOTICE that there is a valid Laundry Room Lease Agreement in existence between Coin Appliances, Inc., of Milwaukee, Wisconsin, herein referred to as the Company and

Name: Lincoln School Associates

Address: 301 N Broom, Madison, WI 53703-2010

the owner or agent of the owner, and their/its heirs, personal representatives, successors and assigns, herein referred to as the owner, for the premises situated at:

Street Address: 720 E Gorham Street

City, State, Zip: Madison, WI 53703

With a legal description as follows:

BUILDING ON LEASED LAND, LOCATED AT 720 E GORHAM ST, LAND DESCRIBED ON PARCEL 0709-132-1502-0

LOT #0000 BLOCK #0000 PARCEL #0709-132-1599-7

This lease agreement shall constitute a covenant running with the land and shall not be construed as a license, and shall be binding upon the Owner, its/their heirs, personal representatives, successors and assigns. Any questions concerning this Laundry Room Lease Agreement should be directed to Coin Appliances, Inc., 6580 N 40th St Milwaukee, Wisconsin 53209, Phone (414) 353-2205.

Dated at Milwaukee, Wisconsin this Thursday, April 21, 1994.

Coin Appliances, Inc.

By: 

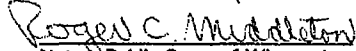
Name: Robert L Day

Title: Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this Thursday, April 21, 1994, the above named Robert L Day to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public-State of Wisconsin
My Commission expires May 5th 1996

Prepared by:
RAOUL L. EHR

RETURN TO: COIN APPLIANCES, INC.
6580 N 40TH STREET
MILWAUKEE, WI 53209

0709-132-1502-0 720-E E GORHAM ST
06 PARCEL: 0709-132-1502-0 LOT # 0002 BLOCK # 0000
07 CERTIFIED SURVEY MAP NO 4607, RECORDED
08 IN DANE COUNTY REGISTER OF DEEDS IN VOL
09 20 PAGE 140 OF CERTIFIED SURVEYS CLASS: COMMERCIAL
10 ALSO WITH PART OF LOT 3 THAT IS SUB-
11 TERRANEAN AREA LEASED TO LESSEE OF LOT
12 2 FOR UNDERGROUND PARKING STRUCTURE, ALSO
13 A DRIVEWAY EASEMENT LEADING OUT TO N
14 11000 ST WHICH IS PART OF LOT 3.

10

DANE COUNTY
REGISTER OF DEEDS

Doc No 2722475

1995-12-04 08:59 AM
Trans. Fee 0.00
Rec. Fee 14.00
Pages 3

UNDERGROUND UTILITY EASEMENT

The City of Madison, a municipal corporation located in Dane County, Wisconsin ("City"), being the owner of the property hereinafter described, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, sell, set over and convey unto Madison Gas and Electric Company ("MG&E") an Underground Utility Easement ("Easement") in, on, under, and through the following described property (the "Easement Area"):

V31469P 68

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO: CEDU - Real Estate
P. O. Box 2983
Madison, WI 53701-2983

A strip of land, ten (10) feet in width, located in Lots 3, 4, 5, and 6, Block 260, Original Town of Madison Plat, lying in part of the West 1/2 of Section 13, T7N, R9E, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

Tax Parcel Numbers: 60-0709-133-1201-6
60-0709-133-1218-1

The Southeast 10 feet of said Lots 3, 4, 5, and 6, lying Northwesterly of, parallel with, and adjacent to the Northwesterly right-of-way line of East Gorham Street. See attached Exhibit A.

This Easement is subject to the following conditions:

1. MG&E shall give the City Parks Division thirty (30) days written notice before entering upon the Easement Area for construction purposes or for the purpose of making necessary repairs, except for emergency repairs.
2. The work of construction and maintenance shall be done and completed in a good and workmanlike manner at the expense of the City.
3. The area disturbed as a result of this Easement shall be graded and restored in kind to the satisfaction of the City Parks Division.
4. All applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety shall be complied with.
5. The City reserves the right to use and occupy the Easement Area in a manner not inconsistent with the rights herein conveyed.
6. MG&E and its subcontractors shall be liable to and hereby agrees to indemnify, defend and hold harmless the City and its officers, officials, agents and employees against all claims against any of them for personal injury or wrongful death or property damage including that which may be sustained by them or caused by any error, omission, negligent act or tortious act of MG&E or its subcontractors in the execution or performance of work under this Easement.



This document is authorized by Resolution No. 52,742, ID Number 18,280, adopted November 21, 1995.

HJF:rae/11-95s/3686EsmtMG&E

3/14

IN WITNESS WHEREOF, the undersigned hereunto sets hand and seal this 29th day of November, 1995.

CITY OF MADISON V31469P 69

By: *Paul R. Soglin*
Paul R. Soglin, Mayor

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 29th day of November, 1995, the above named Paul R. Soglin, Mayor of the City of Madison, and acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Patricia Williamson
Notary Public, State of Wisconsin
My Commission: exp 2-22-98

IN WITNESS WHEREOF, the undersigned hereunto sets hand and seal this 28th day of November, 1995.

CITY OF MADISON

By: *Ray Fisher*
Ray Fisher, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 28th day of November, 1995, the above named Ray Fisher, City Clerk of the City of Madison, and acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

Walter K. Dietz
Notary Public, State of Wisconsin
My Commission: 10-19-97

Drafted by the City of Madison Real Estate Section. Project No. 3686.

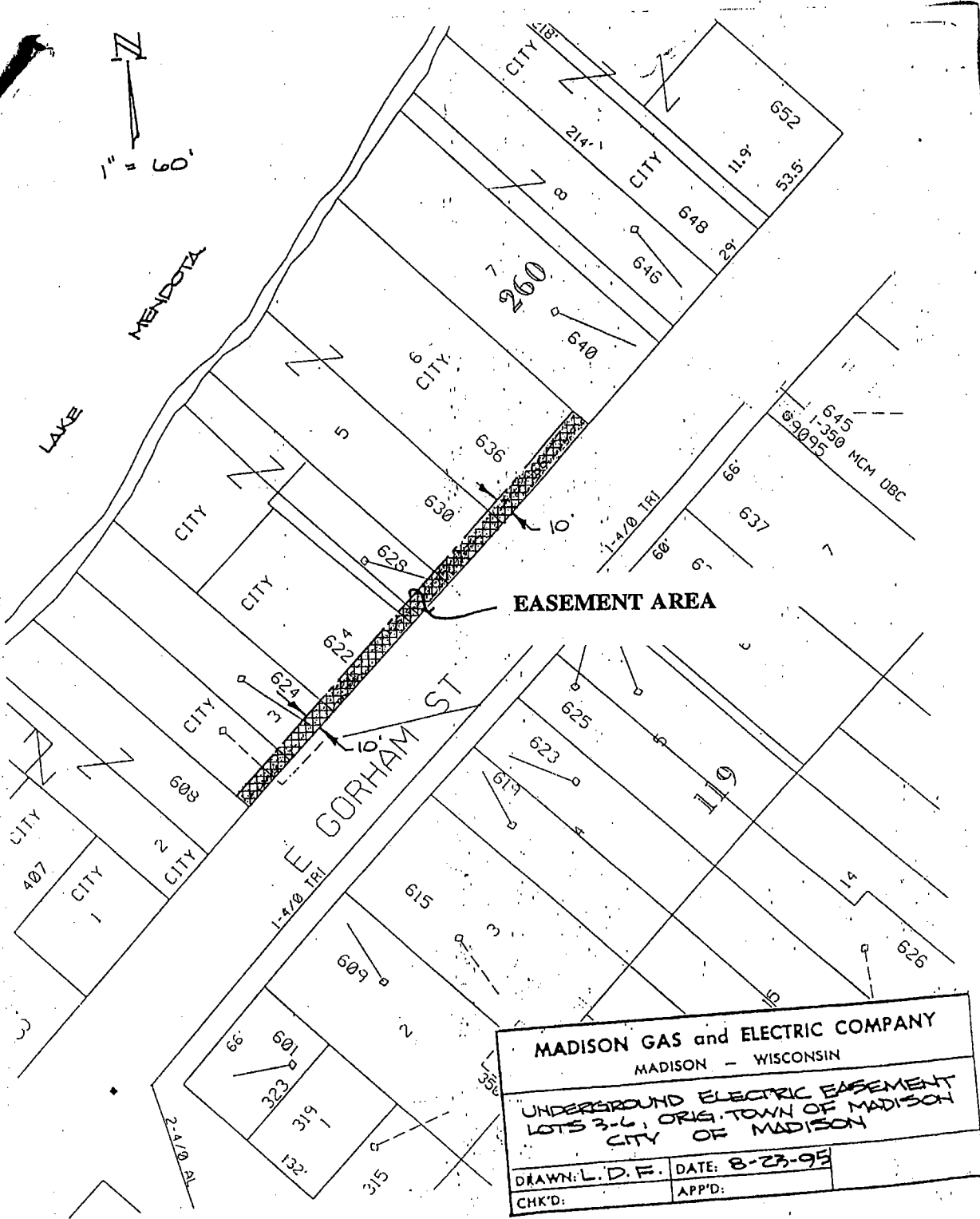


Exhibit A

LEGIBILITY
IMPAIRED

V31469P 70

1" = 60'



LEASE

0000693

DANE COUNTY REGISTER OF DEEDS

Doc No. 2846048

1997-04-16 03:17 PM
Trans. Fee 0.00
Rec. Fee 26.00
Pages 9

This Lease, entered into this 11th day of April, 1997, by and between the CITY OF MADISON, a municipal corporation, located in Dane County, Wisconsin (the "CITY"), and Mendota Rowing Club, Inc., a non-profit Wisconsin corporation (the "LESSEE").

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO: CEDU - Real Estate
P.O. Box 2983
Madison, WI 53701-2983

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

Tax Parcel Number: 60-0709-133-1201-6 (part of)

- 1. Leased Premises. The City hereby leases to the Lessee the following described premises (the "Leased Premises"):

The "Building" commonly known as the Hoover Boat House, the East Piers and Boat Hoists and a Fuel Storage Facility, all located at 622 East Gorham Street, Madison, Wisconsin, and shown on Exhibit A which is attached and made a part of this Lease. The Leased Premises are located on property (the "Property") described below.

A portion of Lots 4 and 5, Block 260, Original Plat, located in the SW 1/4 and the NW 1/4 of Section 13, T7N, R9E, City of Madison, Dane County, Wisconsin, described as follows:

All of Lot 4, except the Southeast 94.0 feet of the Northeast 7.0 feet thereof and except the Southwest 59.0 feet of the Southeast 91.6 feet thereof; and, the Southwest 23.0 feet of the Southwest 1/2 of Lot 5, except the Southeast 94.0 feet thereof.

- 2. Term. This Lease shall be for a term of fifteen (15) years, subject to early termination pursuant to the terms of this Lease. This Lease shall commence on April 1, 1996 (the "Effective Date") and expire on March 31, 2011.
- 3. Renewal. This Lease may be renewed for two subsequent five (5) year terms upon mutual agreement of the parties.
- 4. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.
- 5. Rent.
 - a. Upon execution of this Lease, the Lessee shall pay the City, in addition to the rent described below, the amount of \$43,500. This one time payment represents the Lessee's share of the renovation and remodeling costs for the Building.

- b. The Lessee shall pay to the City annual rent at the rates set forth below:

| <u>Year Period</u> | <u>Annual Rent</u> |
|-------------------------------|--------------------|
| Initial Term: | |
| Years 1-5 | \$1,500 |
| Years 6-10 | 1,920 |
| Years 11-15 | 2,220 |
| Renewal Terms (if applicable) | |
| Years 16-20 | 2,460 |
| Years 21-25 | 2,700 |



The first payment, together with the payment described in 5.a., shall be due on the Effective Date, and subsequent rent payments shall be due on or before the anniversary of the Effective Date of each year this Lease is in effect. Rent for any partial year shall be prorated. All payments are to be made to the City Treasurer, and sent or personally delivered to the City of Madison Parks Division at the address specified in Paragraph 22.

6. Reimbursement Upon Termination. If within fifteen (15) years of the Effective Date, this Lease automatically terminates pursuant to Paragraph 11.b. or if the City terminates this Lease pursuant to Paragraph 15.a.(2) or 20.b., the City shall reimburse the Lessee for its unamortized share of the renovation and remodeling costs set forth in Paragraph 5.a. The Lessee's share of the renovation and remodeling costs in the amount of \$43,500 shall be amortized over a fifteen (15) year period beginning on the Effective Date. No costs related to the maintenance or operation of the Leased Premises shall be eligible for reimbursement under this Paragraph.
7. Common Areas. The City grants to the Lessee and the Lessee's members, agents, invitees, vendors, licensees, and contractors the right to use, in common with the public, on a first-come, first-use basis, the "Common Areas" located on the Property. The term "Common Areas" is defined as the boat storage area, the "West Pier" identified on Exhibit A, sidewalks, trails, open areas, and all other areas or improvements which may be provided by the City for use by the public. The Lessee shall not use the Common Areas for any permanent storage of boats or equipment, with "permanent" being defined as continuous use for 24 hours or more, without the prior written approval of the City's Parks Division, which approval the Parks Division may withhold in its sole discretion. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish and change rules and regulations for the use thereof. The City shall be responsible for maintaining and repairing the Common Areas.
8. Use.
 - a. The Lessee will occupy and use the Leased Premises solely for the purpose of operating a rowing club facility and activities related thereto, and for no other purposes without the prior written consent of the City which consent the City may withhold in its sole discretion.
 - b. The City shall provide a fuel facility for the storage of six (6) six (6) gallon fuel tanks. The facility shall meet applicable codes including Madison Municipal Code and the National Fire Protection Association's Code.
9. Assignment And Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.
10. Construction. No construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval of the City's Parks Division, and any plans for any of the same are subject to written approval of the City's Parks Division. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes and laws, and obtaining all permits required for any construction activity. Lessee shall obtain City Landmarks Commission approval for all exterior and interior remodeling projects requiring a City of Madison building permit.
11. Maintenance, Repairs and Replacements.
 - a. The City shall keep the foundation; roof; electrical, plumbing and sewer systems; heating systems, and ventilating systems; exterior doors; window frames; windows and structural portions of the walls and building exterior of the Leased Premises in good condition and repair and shall make any repairs and replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs and replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs and replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
 - b. The City shall make all repairs and replacements necessitated by any peril covered by its standard fire and extended coverage insurance policy. If the Building is partially damaged by any cause, the City has the sole option to either repair, replace, or demolish the Building



if the damage exceeds a percentage of the Building's appraised value as established by the City's insurance carrier. The percentage of appraised value to be used is 75% for the first 5 years of the Lease and 50% thereafter. If the Building is completely destroyed by any cause, the City has the sole option to replace the structure or to demolish the entire structure at which time this Lease shall automatically terminate without liability to either party subject to the rights granted to the Lessee in Paragraph 6 of this Lease.

- c. Except as provided in Paragraphs 11.a. and 11.b., the Lessee shall keep the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, in good condition and repair and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity.
 - d. The Lessee shall be solely responsible for the maintenance and repair of the East Piers and Boat Hoists and shall remove the East Piers and Boat Hoists on an annual basis. The Park Superintendent, or appointee, shall designate a suitable location for the storage of piers and hoists on Park property during the Fall and Winter months.
 - e. The City authorizes the Lessee to use appropriate tools and fasteners to attach temporary wall hangings and the like to the walls and ceilings of the Leased Premises. This authorization does not relieve the Lessee of responsibility for any damages that may result.
12. Taxes and Assessments. The Lessee shall be responsible for all property taxes, personal property taxes, assessments and special assessments that accrue to the Leased Premises.
13. Utilities. The Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Leased Premises. The obligation of the Lessee to pay for such utilities shall commence as of the date on which possession of the Leased Premises is delivered to the Lessee, without regard to the Effective Date of this Lease.
14. Indemnification and Insurance. The Lessee shall indemnify and hold harmless the City of Madison, its boards, commissions, agents, officers, officials, employees and representatives from and against all claims, fines, suits, damages, losses and expenses, including attorney's fees, arising out of, or resulting from the negligent acts or omissions of the Lessee's use of the Leased Premises or the East Pier, provided such claims, fines, suits, damages, losses or expenses are attributable to bodily injury or property damage, including the loss thereof, that is caused in whole or in part by the negligent acts or omissions of the Lessee. Additionally, the Lessee shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Lessee shall furnish to the City a certificate of insurance on a form acceptable to the City.
15. Termination.
- a. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises under the following conditions:
 - (1) By giving the Lessee thirty (30) days written notice, upon or after any one of the following events:
 - i. The filing by the Lessee of a voluntary petition in bankruptcy.
 - ii. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.
 - iii. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
 - iv. The appointment of a receiver of the Lessee's assets.
 - v. The divestiture of the Lessee's estate herein by other operation of law.



- vi. The abandonment by the Lessee of the Leased Premises.
- vii. The use of the Leased Premises for an illegal purpose.
- viii. Upon lapse or failure of any insurance coverage required by this Lease.
- ix. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective if, within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

Notwithstanding the foregoing, and without prejudice to any other right or remedy, upon lapse or failure of any insurance coverage required by this Lease the City may, at its option, purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent.

Failure of the City to declare this Lease terminated upon the breach or default of the Lessee for any reason set forth herein shall not operate to bar or destroy any right of the City to terminate this Lease for any subsequent breach or default of any term or condition of this Lease.

- (2) By giving the Lessee one hundred eighty (180) days written notice, in the event the Leased Premises in the sole discretion of the governing body of the City is desired for any public purpose or use.
 - b. The Lessee may terminate this Lease at any time by giving the City one hundred eighty (180) days written notice of termination.
16. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises subject to Paragraph 17. of this Lease.
17. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property without liability thirty (30) days after the Lessee vacates or abandons the Leased Premises.
18. Construction or Mechanics Liens.
- a. The Lessee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold



the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

- 19. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
- 20. Lessee Waivers.
 - a. In the event of the Lessee's vacation of the Leased Premises or if the City terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the City that may be construed to accrue to the Lessee, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.
 - b. In the event the City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature; subject to the rights granted to the Lessee in Paragraph 6 of this Lease.
- 21. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:
 - a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its police powers. In such event, the City agrees to notify the Lessee within 24 hours that it has made such an inspection of the Building.
 - b. For the purpose of performing work related to any public improvement provided that the City restore the Leased Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement.
- 22. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison Parks Division
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard, Room 120
P. O. Box 2987
Madison, WI 53701-2987

For the Lessee: Mendota Rowing Club, Inc.
P. O. Box 646
Madison, WI 53701-0646
Attn: Club President

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notice shall be given.



23. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their successors and assigns.
24. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of Chapter 31, Street Graphics Control, Madison General Ordinances. Signage for advertising purposes shall not be permitted.
25. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Lease shall be valid and be enforceable to the fullest extent permitted by law.
26. Non-Discrimination in Employment. In the performance of the services under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. The Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex or national origin.
27. Accessibility. It shall be the City's obligation and responsibility as part of the initial renovations and remodeling to have the Building including the renovations and remodeling conform where applicable to Section 52.04 of the Wisconsin Building Code, Madison General Ordinance 3.72, the Federal Fair Housing Act as amended and the Americans with Disabilities Act, regarding accessibility. It shall be the Tenant's responsibility and obligation to, at its expense, operate and maintain the Building during the term of this Lease in accordance with, where applicable, Section 52.04 of the Wisconsin Building Codes, Madison General Ordinance 3.72, the Federal Fair Housing Act as amended, and the Americans with disabilities Act regarding accessibility.
28. Subordination.
- a. This Lease is subordinate to rights and privileges granted by the City of Madison to public and private utilities across, over or under the Leased Premises.
 - b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide easements and rights-of-way for all public and private utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.
29. No Waiver. Failure or delay on the part of any party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
30. Authorized Agent. The City's Park Superintendent or the Superintendent's designee is hereby designated as the official representative of the City for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the City.
31. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein.
32. Historic Preservation. In all actions relating to the Leased Premises, the Lessee shall comply with all applicable provisions of Subchapter II, Historic Preservation, of Chapter 44, Wisconsin Statutes, and all federal laws and regulations applicable to properties listed on the National Register of Historic Places. Lessee shall obtain City Landmarks Commission approval for all exterior and interior remodeling projects requiring a City of Madison building permit.



33. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.

IN WITNESS WHEREOF, Mendota Rowing Club, Inc., a non-profit Wisconsin corporation has caused these presents to be signed by Alexander Saloutos, President, and Phil A. Kammerer, Treasurer, this 28 day of MARCH, 1997.

MENDOTA ROWING CLUB, INC.,
A NON-PROFIT WISCONSIN CORPORATION

By: [Signature]
Alexander Saloutos, President

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 28 day of March, 1997, Alexander Saloutos, President of the above named Mendota Rowing Club, Inc., a non-profit Wisconsin corporation, known to be the person who executed the above foregoing instrument and officer of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation by its authority.

[Signature]
Notary Public, State of Wisconsin
My Commission: 9-13-98

Attest: [Signature]
Phil A. Kammerer, Treasurer

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 28 day of March, 1997, Phil A. Kammerer, Treasurer of the above named Mendota Rowing Club, Inc., a non-profit Wisconsin corporation, known to be the person who executed the above foregoing instrument and officer of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation by its authority.

[Signature]
Notary Public, State of Wisconsin
My Commission: 9-13-98

IN WITNESS WHEREOF, the undersigned hereunto sets his hand and seal this 7th day of April, 1997.

CITY OF MADISON

By: [Signature]
Paul R. Soglin, Mayor

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 7th day of April, 1997, the above named Paul R. Soglin, Mayor of the City of Madison, and acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: exp 2-22-98



IN WITNESS WHEREOF, the undersigned hereunto sets hand and seal this 31 day of April, 1997.

CITY OF MADISON

By: [Signature]
Ray Fisher, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 31 day of April, 1997, the above named Ray Fisher, City Clerk of the City of Madison, and acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: 4-12-99

Drafted by the City of Madison Real Estate Section

Approved:

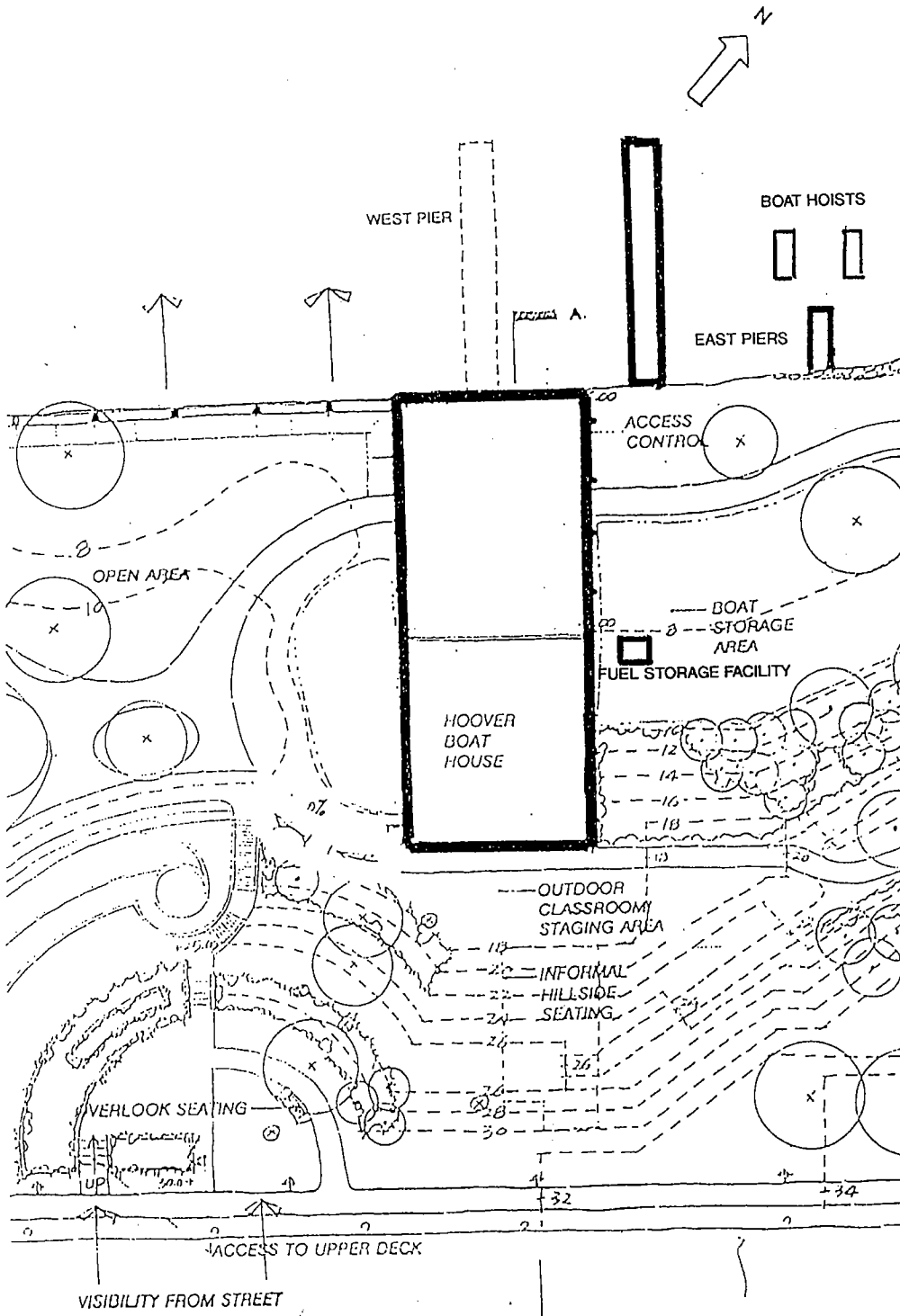
Approved as to form:

[Signature]
Gale Dushack, City Comptroller

[Signature]
Eunice Gibson, City Attorney

Execution of this Lease is authorized by Resolution No. 52,442, ID No. 17,835, adopted by the Common Council of the City of Madison on August 15, 1995.





NOT TO SCALE

**Legibility
Impaired**



* 4 4 3 1 3 7 8 1 *

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

4431378

05/15/2008 02:15PM

Exempt #:

Rec. Fee: 11.00
Pages: 1

DOCUMENT NUMBER

NOTICE OF
LAUNDRY ROOM LEASE AGREEMENT

RETURN TO:

COIN APPLIANCES, INC.
6580 N 40TH ST
MILWAUKEE, WI 53209

PARCEL ID NUMBER (PIN): 251/0709-132-1502-0

PLEASE TAKE NOTICE that there is a valid Laundry Room Lease Agreement in existence between COIN APPLIANCES, INC., of Milwaukee, Wisconsin, herein referred to as the Company and

NAME: LINCOLN SCHOOL ASSOCIATES, LP
ADDRESS: 10 E. DOTY STREET, SUITE #300 ... MADISON, WISCONSIN 53703

The owner or agent of the owner, and their/its heirs, personal representatives, successors and assigns, herein referred to as the owner, for the premises situated in:

ADDRESS: 720 E. GORHAM STREET
CITY, STATE, ZIP: CITY OF MADISON, WISCONSIN 53703

WITH A LEGAL DESCRIPTION AS FOLLOWS:

CERTIFIED SURVEY MAP NO 4607, RECORDED IN DANE COUNTY REGISTER OF DEEDS IN VOL 20 PAGE 140 OF CERTIFIED SURVEYS, LOT 2. ALG WITH PRT OF LOT 3 THAT IS SUB- TERRANEAN AREA LEASED TO LESSEE OF LOT 2 FOR UNDERGROUND PARKING STRUCTURE, ALSO A DRIVEWAY EASEMENT LEADING OUT TO N BLOUNT ST WHICH IS PRT OF LOT 3.

Original plat refers to City of Madison (if notated in the legal description). This document is a lease of less than 99 years and not a conveyance subject to return and fee per sec. 77.21 (1), Stats. This lease agreement shall constitute a covenant running with the land and shall not be construed as a license, and shall be binding upon the owner, its/their heirs, personal representatives, successors and assigns. Any questions concerning this Laundry Room Lease Agreement should be directed to COIN APPLIANCES, INC., 6580 N 40TH ST, Milwaukee, Wisconsin 53209 (414) 353-2205.

Dated at Milwaukee, Wisconsin this: 15TH DAY OF FEBRUARY 2008

COIN APPLIANCES, INC.
BY:
Name: ROBERT L. DAY
Title: VICE-PRESIDENT

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this 15TH DAY OF FEBRUARY 2008 the above named ROBERT L. DAY to me known to be the person who executed the foregoing instrument and acknowledged the same.

PREPARED BY: ^{Raoul} RAOUL L. EHR



LINDA LEMANCZYK
NOTARY PUBLIC OF WISCONSIN

MY COMMISSION EXPIRES FEBRUARY 6, 2011

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