



Plat Name  
**Hilldale Phase 2**

Location  
**702 North Midvale Boulevard**

Applicant  
Stephen Uhlark - Hilldale Building, LLC/  
Francis Thousand - Arnold & O'Sheridan, Inc

Preliminary       Final

Proposed Use  
**4 Residential Lots &  
7 Retail/Office Lots**

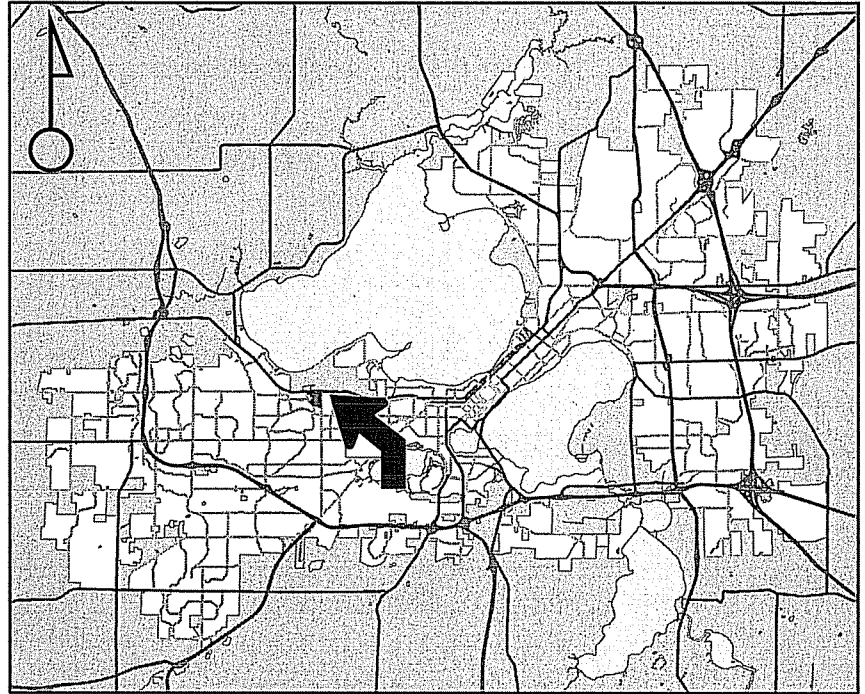
Public Hearing Date

Plan Commission

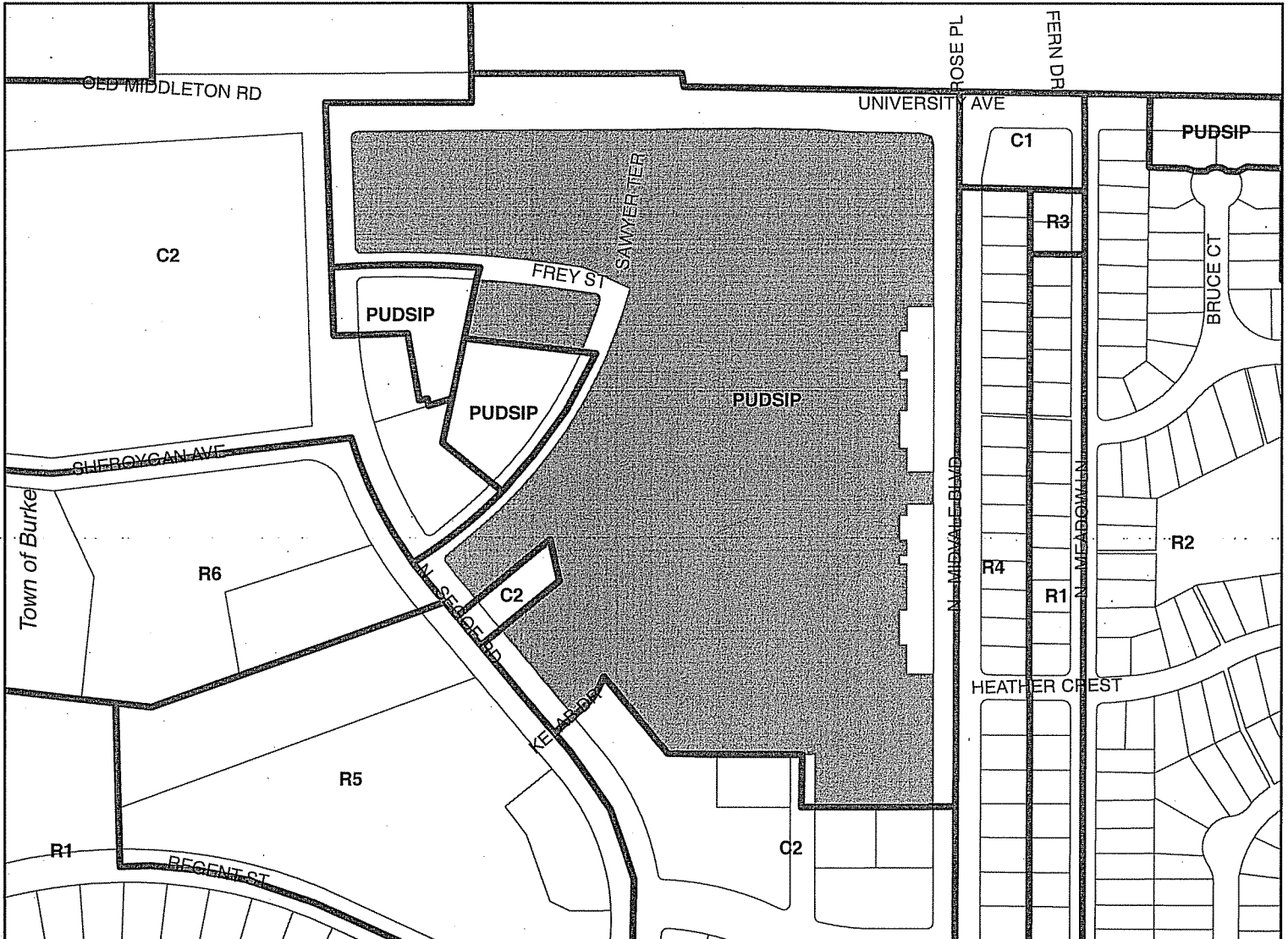
**09 July 2007**

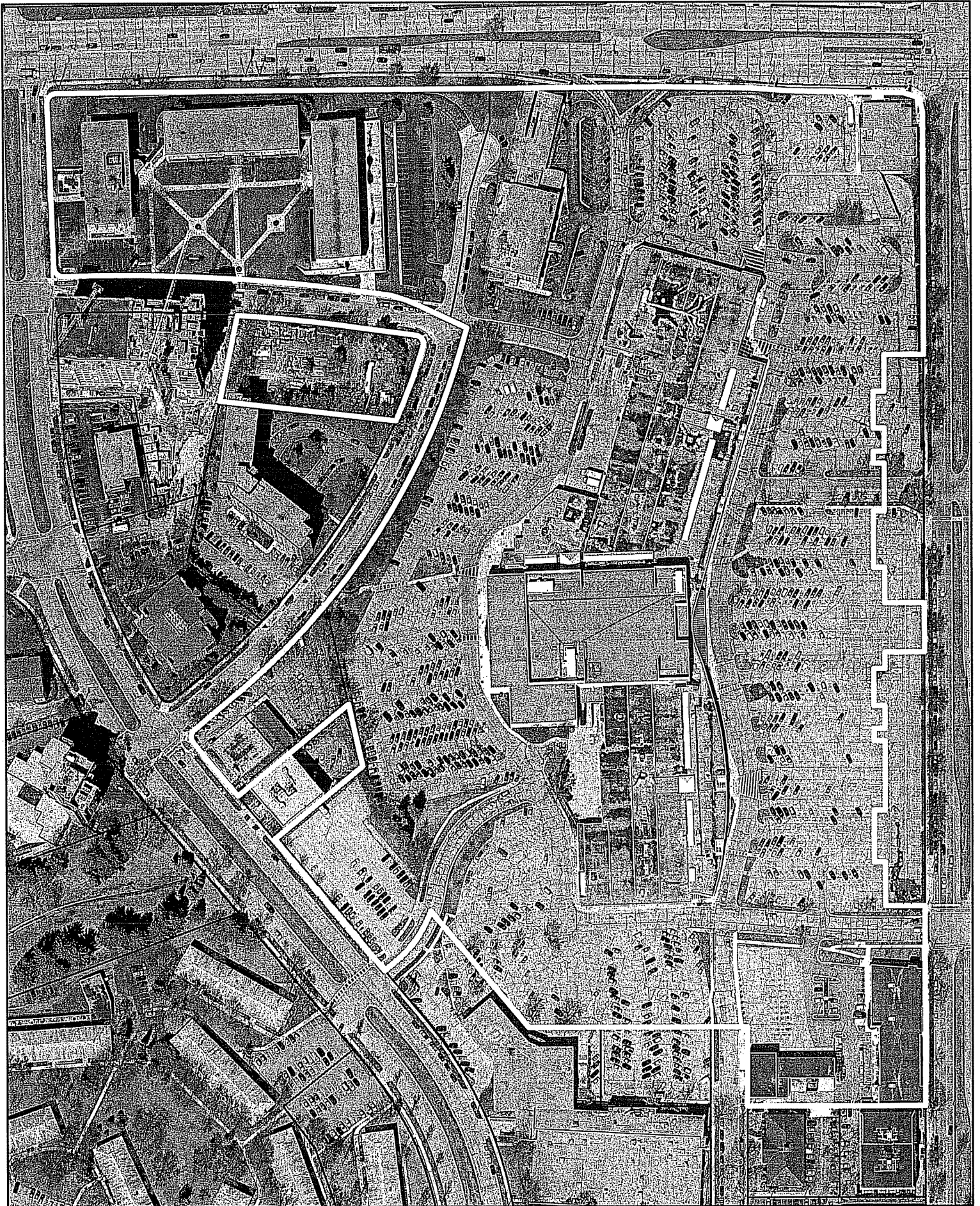
Common Council

**17 July 2007**



For Questions Contact: Tim Parks at: 261-9632 or [tparks@cityofmadison.com](mailto:tparks@cityofmadison.com) or City Planning at 266-4635







# SUBDIVISION APPLICATION

## Madison Plan Commission

215 Martin Luther King Jr. Blvd; Room LL-100  
PO Box 2985; Madison, Wisconsin 53701-2985  
Phone: 608.266.4635 | Facsimile: 608.267.8739

Date Stamp

**\*\* Please read both pages of the application completely and fill in all required fields\*\***

**This application form may also be completed online at [www.cityofmadison.com/planning/plan.html](http://www.cityofmadison.com/planning/plan.html)**

### 1a. Application Type. (Choose ONE)

- Preliminary Subdivision Plat     Final Subdivision Plat     Land Division/ Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: \_\_\_\_\_

### 1b. Review Fees. Make checks payable to "City Treasurer."

- For Preliminary and Final Plats, an application fee of \$200, plus \$35 per lot and outlot contained on the plat drawing.  
 For Certified Survey Maps, an application fee of \$200 plus \$150 per lot and outlot contained on the certified survey map.

### 2. Applicant Information.

Name of Property Owner: HILDALE BUILDING LLC    Representative, if any: STEPHEN UHLARIK  
 Street Address: 220 N. SMITH STREET SUITE 300    City/State: PALATINE, IL    Zip: 60067  
 Telephone: ( 847 ) 215-5502    Fax: ( 847 ) 215-5282    Email: suhlarik@jfreed.com

Firm Preparing Survey: ARNOLD & O'SHERIDAN, INC    Contact: FRANCIS THOUSAND  
 Street Address: 1111 DEMING WAY SUITE 200    City/State: MADISON, WI    Zip: 53717  
 Telephone: ( 608 ) 821-8530    Fax: ( 608 ) 821-8501    Email: ftthousand@arnoldandosherridan.com

Check only ONE – ALL Correspondence on this application should be sent to:  Property Owner     Survey Firm

### 3a. Project Information.

Parcel Address: 702 N. MIDVALE BOULEVARD    in the City or Town of: MADISON  
 Tax Parcel Number(s): SEE ATTACHED    School District: MADISON  
 Existing Zoning District(s): PUD-SIP    Development Schedule: 2007  
 Proposed Zoning District(s) (if any): \_\_\_\_\_ Provide a Legal Description of Site on Reverse Side

### 3b. For Surveys Located Outside the Madison City Limits and in the City's Extraterritorial Jurisdiction:

Date of Approval by Dane County: \_\_\_\_\_ Date of Approval by Town: \_\_\_\_\_

In order for an extraterritorial request to be accepted, a copy of the approval letters from both the town and Dane County must be submitted.

Is the subject site proposed for annexation?  No     Yes    If YES, approximate timeframe: \_\_\_\_\_

### 4. Survey Contents and Description. Complete table as it pertains to the survey; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	1		29.5
Retail/Office	1		5.73
Industrial			
Outlots Dedicated to City			
Homeowner Assoc. Outlots			
Other (state use)			
<b>TOTAL</b>			

Describe the use of the lots and outlots on the survey
MIXED USE - SEE PLAT
SHOPPING MALL

OVER →



**5. Required Submittals.** Your application is required to include the following (check all that apply):

- Surveys** (prepared by a Registered Land Surveyor):
  - For Preliminary Plats, **eighteen (18) copies** of the drawing drawn to scale are required. The drawing is required to provide all information as it pertains to the proposed subdivision as set forth in Section 16.23 (7)(a) of the Madison General Ordinances. The drawings shall include, but are not limited to, a description of existing site conditions and natural features, delineation of all public and private utilities that serve the site (denote field located versus record drawings), the general layout of the proposed subdivision, the dimensions of lots and outlots, widths of existing and proposed rights of way, topographic information, and any other information necessary for the review of the proposed subdivision.
  - For Final Plats, **sixteen (16) copies** of the drawing are required to be submitted. The final plat shall be drawn to the specifications of Section 236.20 of the Wisconsin Statutes.
  - For Certified Survey Maps (CSM), **sixteen (16) copies** of the drawing are required. The drawings shall include all of the information set forth in Sections 16.23 (7)(a) and (d) of the Madison General Ordinances, including existing site conditions, the nature of the proposed land division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.
  - All surveys submitted with this application are required to be collated, stapled and folded so as to fit within an 8 1/2" X 14" case file. In addition, an **8-1/2 X 11 inch reduction of each sheet** must also be submitted.
- Report of Title and Supporting Documents:** All plats and certified surveys submitted to the City of Madison for approval shall include a Report of Title satisfactory to the Real Estate Division as required in Section 16.23 of the Madison General Ordinances. A minimum of **two (2) copies** of the City of Madison standard 60/30 year Report of Title shall be obtained from a local, reputable title insurance company. **Title insurance or a title commitment policy is NOT acceptable** (i.e. a Preliminary Title Report or a Record Information Certificate). The owner or applicant must deliver a **third copy** of the Report of Title to the survey firm preparing the plat or CSM. The applicant shall submit a copy of all documents listed in the Report of Title for each copy of the report submitted.
- For Residential Preliminary Plats ONLY:** If the proposed project will result in **ten (10) or more dwelling units**, it is required to comply with the City's Inclusionary Zoning requirements under Section 28.04 (25) of the Zoning Ordinance. A separate *INCLUSIONARY ZONING DWELLING UNIT PLAN APPLICATION* explaining the project's conformance with these ordinance requirements shall be submitted with your application.
- For Surveys Creating Residential Lots:** The applicant shall include a certified copy of the accepted option or offer, including all terms of the purchase and any other information that may be deemed necessary by the Real Estate Division to assist them in determining Fair Market Value for the purpose of establishing park fees.
- For Surveys Outside the Madison City Limits:** A copy of the approval letters from both the town in which the property is located and Dane County must be submitted with your request. The City of Madison may not consider a survey within its extraterritorial jurisdiction without it first having been approved by the **town and Dane County**.
- For Surveys Conveying Land to the Public:** A Phase I Environmental Site Assessment Report may be required if any interest in these lands are to be conveyed to the public. Please contact the City's Real Estate Division at 267-8719, ext. 305 for a determination as soon as possible.
- Completed application and required Fee (from Section 1b on front):** \$ 500 Make all checks payable to "City Treasurer."
- Electronic Application Submittal:** All applicants are required to submit a copy of the completed application form, legal description and preliminary and/or final plats or certified survey map as individual Adobe Acrobat PDF files compiled either on a non-returnable CD-ROM to be included with their application materials, or in an e-mail sent to [pcapplications@cityofmadison.com](mailto:pcapplications@cityofmadison.com). The e-mail shall include the name of the project and applicant. Applicants unable to provide the materials electronically should contact the Planning Unit at 266-4635 for assistance.

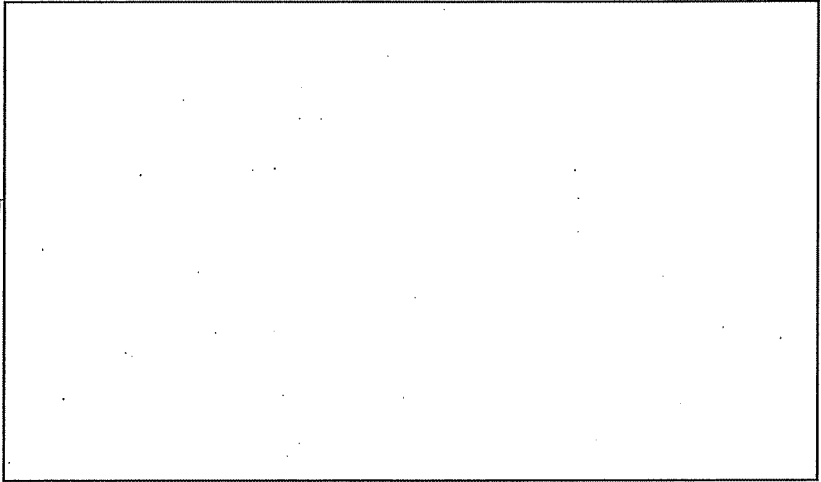
The signer attests that this application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name FRANCIS THOUSAND Signature *Francis Thousand*  
 Date 4/17/07 Interest In Property On This Date LAND SURVEYOR

<b>For Office Use Only</b>	Date Rec'd: _____	PC Date _____	Alder. District: _____	Amount Paid: \$ _____
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**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Jeffrey B. Gurian, Esq.  
Becker Gurian  
513 Central Avenue  
Highland Park, IL 60035



**DECLARATION OF RECIPROCAL EASEMENT AGREEMENT**

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT (the **Agreement**) is made this \_\_\_\_ day of \_\_\_\_\_, 2007 by HILLDALE LAND COMPANY, LLC, a Wisconsin limited liability company (**Hilldale Mall**) and HILLDALE ANNEX, LLC, a Wisconsin limited liability company, (“Hilldale Annex”)

**RECITALS**

A. Hilldale Mall is the owner of certain real property situated in the in the County of Dane, City of Madison, State of Wisconsin, more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Hilldale Annex is the owner of certain real property situated in the in the County of Dane, City of Madison, State of Wisconsin, more particularly described on Exhibit B attached hereto and incorporated herein by this reference. (The foregoing properties described in Exhibit A and Exhibit B attached hereto are hereinafter collectively referred to as the “Parcels” and/or individually as a “Parcel”.)

B. Hilldale Mall and Hilldale Annex (collectively hereinafter referred to as the “Owners”) desire to impose certain easements upon the Parcels for the mutual and reciprocal benefit and complement of both Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owners hereby declare, covenant and agree that the Parcels, and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants and easements hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the Owners on behalf of themselves and their successors and assigns, covenant and agree as follows:

**AGREEMENTS**

1. Definitions. For purposes hereof:

(a) The term "Common Elements" means those access roads, driveways, ramps, landscaped areas, roadways, walkways, sidewalks, curbing, paving, entrances, exits, stairways, concourses, plazas and other similar improvements that, from time to time, exist and are located on the Parcels and made available, from time to time, for the common and joint use and benefit of the Owners and their Permittees. Common Elements specifically exclude any and all buildings (but not the parking garage) located on a Parcel.

(b) The term "Permittees" means the tenant(s) or occupant(s) of the Parcels, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owners, and/or (ii) such tenant(s) or occupant(s).

2. Easements.

2.1 Grant of Easements. The Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are, to the extent stated herein, hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) Ingress/Egress. An easement for reasonable access, ingress and egress over all Common Elements of the Parcels so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Elements of the Parcels intended for such purposes, and to and from all abutting public streets and/or public rights of way furnishing access to the Parcels.

(b) Utilities. An easement under and across the Common Elements of the Parcels, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Elements and each building from time to time located on the Parcels; provided that the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of the Parcels and the businesses conducted therein. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcels (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels).

Nothing in this Agreement shall prevent or prohibit any Owner from modifying, amending, relocating, closing off, altering or otherwise changing any Common Elements located on its Parcel and each Owner shall have the right to do so, without notice to, or the consent of, the other Owner.

3. Maintenance. The Owners shall, at their own cost and expense, maintain their respective Parcel and

any buildings located thereon in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris on each respective Parcel.

4. Insurance and Taxes.

4.1 The Owners hereby covenant that throughout the term of this Agreement they shall either carry, or cause their respective Permittees to carry, general and/or comprehensive public liability and property damage insurance against claims for personal injury death, or property damage occurring upon their respective Parcel.

4.2 The Owners hereby covenant that throughout the term of this Agreement they shall either pay or cause their respective Permittees to pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel, and shall enforce the provisions of the leases for their respective Parcel which may relate to such payment of taxes, as applicable.

5. Indemnification. The Owners, and their respective successors and assigns, having rights with respect to an easement granted hereunder shall indemnify and hold each other (and their Permittees) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Owners (and their Permittees), or their respective contractors, employees, agents, or others acting on behalf of such party.

6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Parcels. No easements, except those expressly set forth in Section 2 shall be implied by this Agreement.

7. Miscellaneous.

7.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its actual costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Dane County, Wisconsin.

7.3 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

7.4 Severability. Each provision of this Agreement and the application thereof to a Parcel is

hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Ownership of the Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

7.5 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The notice addresses of the Owners are as follows:

Hilldale Land Company, LLC  
c/o Joseph Freed and Associates LLC  
220 North Smith Street, 3<sup>rd</sup> Floor  
Palatine, Illinois 60067  
Attention: General Counsel

Hilldale Annex, LLC  
c/o Joseph Freed and Associates LLC  
220 North Smith Street, 3<sup>rd</sup> Floor  
Palatine, Illinois 60067  
Attention: General Counsel

7.6 Governing Law. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.7 Enforcement. The Owners and their respective successors and assigns, shall have the right to enforce by any proceeding at law or in equity, the easements, restrictions and rights contained herein.

7.8 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of the Parcels, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[No further text on this page; signatures on following page]



IN WITNESS WHEREOF, the Hilldale Mall and Hilldale Annex have executed this Agreement as of the date first written above.

HILDALE LAND COMPANY, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_, its manager

HILDALE ANNEX, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_, its manager

STATE OF WISCONSIN            )  
  )  
COUNTY OF DANE            )        SS:

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as one of the Managers of HILLDALE LAND COMPANY, LLC, a Wisconsin limited liability company, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as a Manager of HILLDALE LAND COMPANY, LLC, a Wisconsin limited liability company, as owner of Parcel A for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

STATE OF WISCONSIN            )  
  )  
COUNTY OF DANE            )        SS:

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as one of the Managers of HILLDALE ANNEX, LLC, a Wisconsin limited liability company, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as a Manager of HILLDALE ANNEX, LLC, a Wisconsin limited liability company, as owner of Parcel B for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

Exhibit A

Legal Description of the Property Owned by Hilldale Mall

Exhibit B

Legal Description of the Property Owned by Hilldale Annex

# CERTIFIED SURVEY MAP

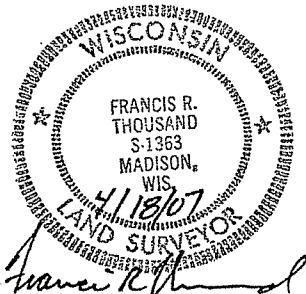
LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2,  
BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL  
RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB  
REPLAT, PART OF VACATED KELAB DRIVE, PART OF  
VACATED SAWYER TERRACE AND PART OF VACATED  
FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4  
OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF  
THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF  
MADISON, DANE COUNTY, WISCONSIN

RETURN TO:  
ARNOLD & O'SHERIDAN, INC.  
1111 DEMING WAY  
MADISON, WI. 53717

## LAND SURVEYOR CERTIFICATE

I, Francis R. Thousand, registered land surveyor, hereby certify that in full compliance with the provisions of Chapter 236, Wisconsin Statutes and the subdivision regulations of the City of Madison and according to the instructions and descriptions furnished to me by the owners listed hereon, I have surveyed this property and that such plat correctly represents all exterior boundaries and subdivision of the land surveyed and is described as: A parcel of land being Lot 1, Certified Survey Map No. 11595, Lots 1 and 2, Block 32, University Hill Farms - Commercial Reserve Addition, Lot 9 and part of Lot 14, Kelab Replat, part of vacated Kelab Drive, part of vacated Sawyer Terrace and part of vacated Frey Street, all being part of the NE 1/4 and SE 1/4 of the NW 1/4 and part of the NW 1/4 and SW 1/4 of the NE 1/4 of Section 20, T1N, R9E, in the City of Madison, Dane County, Wisconsin, to-wit: Commencing at the NW corner of the said NW 1/4, 588°58'20"E, 610.94 feet to the west line of Midvale Boulevard extended; thence along said west line, 500°02'28"E, 132.32 feet to the point of beginning; thence continuing 500°02'28"E, 397.83 feet; thence 589°57'32"W, 64.75 feet; thence 500°02'28"E, 60.08 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 38.00 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 78.00 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 92.00 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 58.31 feet; thence N89°57'32"E, 64.75 feet; thence 500°02'28"E, 80.38 feet; thence 589°57'32"W, 64.75 feet; thence 500°02'28"E, 21.06 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 38.00 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 114.00 feet; thence 589°57'32"W, 18.00 feet; thence 500°02'28"E, 85.25 feet; thence N89°57'32"E, 18.00 feet; thence 500°02'28"E, 71.78 feet; thence N89°57'32"E, 64.75 feet; thence 500°02'28"E, 327.32 feet; thence 589°59'08"W, 290.17 feet to the East line of Price Place; thence along said East line, N00°01'08"W, 129.88 feet; thence 589°53'50"W, 357.52 feet; thence N39°46'49"W, 248.01 feet to a point on a curve; thence Southwesterly along a curve to the right which has a radius of 185.00' and a chord which bears S34°50'26"W, 98.41 feet; thence S50°15'56"W, 25.00 feet to the Easterly line of Segoe Road; thence along said Easterly line, N39°44'04"W, 280.14 feet; thence N50°17'30"E, 187.30 feet; thence N12°33'49"W, 104.62 feet; thence S50°17'30"W, 235.08 feet to the Easterly line of Segoe Road; thence along said Easterly line, N39°44'04"W, 81.53 feet to a point of curve; thence Northwesterly along a curve to the right which has a radius of 1024.23 feet and a chord which bears N38°47'07"W, 33.94 feet to a point of compound curve; thence Northeasterly along a curve to the right which has a radius of 15.00 feet and a chord which bears N06°15'30"E, 20.88 feet to a point on the Southeasterly line of Sawyer Terrace; thence along said Southeasterly line, N50°21'10"E, 83.60 feet to a point of curve; thence Northeasterly along a curve to the left which has a radius of 1150.00 feet and a chord which bears N32°17'39"E, 714.85 feet to the Northerly line of Frey Street; thence along said Northerly line, N64°47'14"W, 93.97 feet to a point of curve; thence Northwesterly along a curve to the left which has a radius of 180.00 feet and a chord which bears N13°25'49"W, 54.10 feet; thence N82°04'23"W, 34.35 feet to a point of curve; thence Northwesterly along a curve to the left which has a radius of 2865.00 feet and a chord which bears N86°54'42"W, 484.83 feet to a point of reverse curve; thence Northwesterly along a curve to the right which has a radius of 15.00 feet and a chord which bears N46°55'13"W, 21.16 feet to the Easterly line of Segoe Road; thence along said Easterly line, N02°04'30"W, 268.70 feet to a point of curve; thence Northeasterly along a curve to the right which has a radius of 15.00 feet and a chord which bears N43°43'21"E, 21.51 feet to the Southerly line of University Ave.; thence along said Southerly line, N89°31'11"E, 980.41 feet; thence 588°58'09"E, 149.65 feet; thence 585°10'40"E, 47.13 feet to a point of curve; thence Southeasterly along a curve to the left which has a radius of 314.50 feet and a chord which bears 587°03'04"E, 20.56 feet; thence 588°55'27"E, 181.19 feet; thence 571°38'09"E, 26.24 feet; thence 514°46'17"E, 22.98 feet to the point of beginning. This parcel contains 1,538,582 sq. ft., 35.32 acres. Together with:

(continued on sheet 2 of 10)



SURVEYED FOR:  
HILLDALE BUILDING LLC  
JOSEPH FREED AND ASSOCIATES, LLC  
220 N. SMITH STREET SUITE 300  
PALATINE, IL 60067

DATE MARCH 30, 2007  
JOB # 060040

SHEET 1 OF 10



# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

Together with:

Part of Lot 1, Certified Survey Map No. 11595, above elevation 55.00 City of Madison Datum or 900.24 North American Vertical Datum of 1988 and below elevation 43.80, City of Madison Datum or 889.04 North American Vertical Datum of 1988, located in the NW 1/4 of the NE 1/4 of Section 20, T1N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the North 1/4 corner said Section 20, thence S88°58'20"E, 610.94 feet; thence S00°02'28"E, 132.32 feet to a point on the West line of Midvale Blvd; thence continuing along said West line bearing S00°02'28"E, 397.83 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 60.08 feet to the point of beginning; thence continuing S00°02'28"E, 60.50 feet; thence S89°57'32"W, 18.00 feet; thence N00°02'28"W, 60.50 feet; thence N89°57'32"E, 18.00 feet to the point of beginning.

Together with:

Part of Lot 1, Certified Survey Map No. 11595, above elevation 55.00 City of Madison Datum or 900.24 North American Vertical Datum of 1988 and below elevation 43.80, City of Madison Datum or 889.04 North American Vertical Datum of 1988, located in the NW 1/4 of the NE 1/4 of Section 20, T1N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the North 1/4 corner said Section 20, thence S88°58'20"E, 610.94 feet; thence S00°02'28"E, 132.32 feet to a point on the West line of Midvale Blvd; thence continuing along said West line S00°02'28"E, 397.83 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 60.08 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 38.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 78.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet to the point of beginning; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 72.00 feet; thence S89°57'32"W, 18.00 feet; thence N00°02'28"W, 72.00 feet to the point of beginning.

Together with:

Part of Lot 1, Certified Survey Map No. 11595, above elevation 55.00 City of Madison Datum or 900.24 North American Vertical Datum of 1988 and below elevation 43.80, City of Madison Datum or 889.04 North American Vertical Datum of 1988, located in the NW 1/4 of the NE 1/4 of Section 20, T1N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the North 1/4 corner said Section 20, thence bearing S88°58'20"E, 610.94 feet; thence S00°02'28"E, 132.32 feet to a point on the West line of Midvale Blvd; thence continuing along said West line S00°02'28"E, 397.83 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 60.08 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 38.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 78.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 42.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 58.31 feet; thence N89°57'32"E, 64.75 feet to the West line of Midvale Blvd; thence continuing along said West line S00°02'28"E, 80.38 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 27.06 feet to the point of beginning; thence continuing S00°02'28"E, 60.50 feet; thence S89°57'32"W, 18.00 feet; thence N00°02'28"W, 60.50 feet; thence N89°57'32"E, 18.00 feet to the point of beginning.

And Together with:

Part of Lot 1, Certified Survey Map No. 11595, above elevation 55.00 City of Madison Datum or 900.24 North American Vertical Datum of 1988 and below elevation 43.80, City of Madison Datum or 889.04 North American Vertical Datum of 1988, located in the NW 1/4 and SW 1/4 of the NE 1/4 of Section 20, T1N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the North 1/4 corner said Section 20, thence S88°58'20"E, 610.94 feet; thence S00°02'28"E, 132.32 feet to a point on the West line of Midvale Blvd; thence continuing along said West line S00°02'28"E, 397.83 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 60.08 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 38.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 78.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 42.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 58.31 feet; thence N89°57'32"E, 64.75 feet to the said West line of Midvale Blvd; thence continuing along said West line S00°02'28"E, 80.38 feet; thence S89°57'32"W, 64.75 feet; thence S00°02'28"E, 27.06 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 60.50 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 38.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 114.00 feet; thence S89°57'32"W, 18.00 feet; thence S00°02'28"E, 20.00 feet to the point of beginning; thence N89°57'32"E, 18.00 feet; thence S00°02'28"E, 65.25 feet; thence S89°57'32"W, 18.00 feet; thence N00°02'28"W, 65.25 feet to the point of beginning.

Dated this 13 day of APRIL, 2007.

Madison, Wisconsin Francis R. Thousand  
Francis R. Thousand  
Land Surveyor # 5-1363



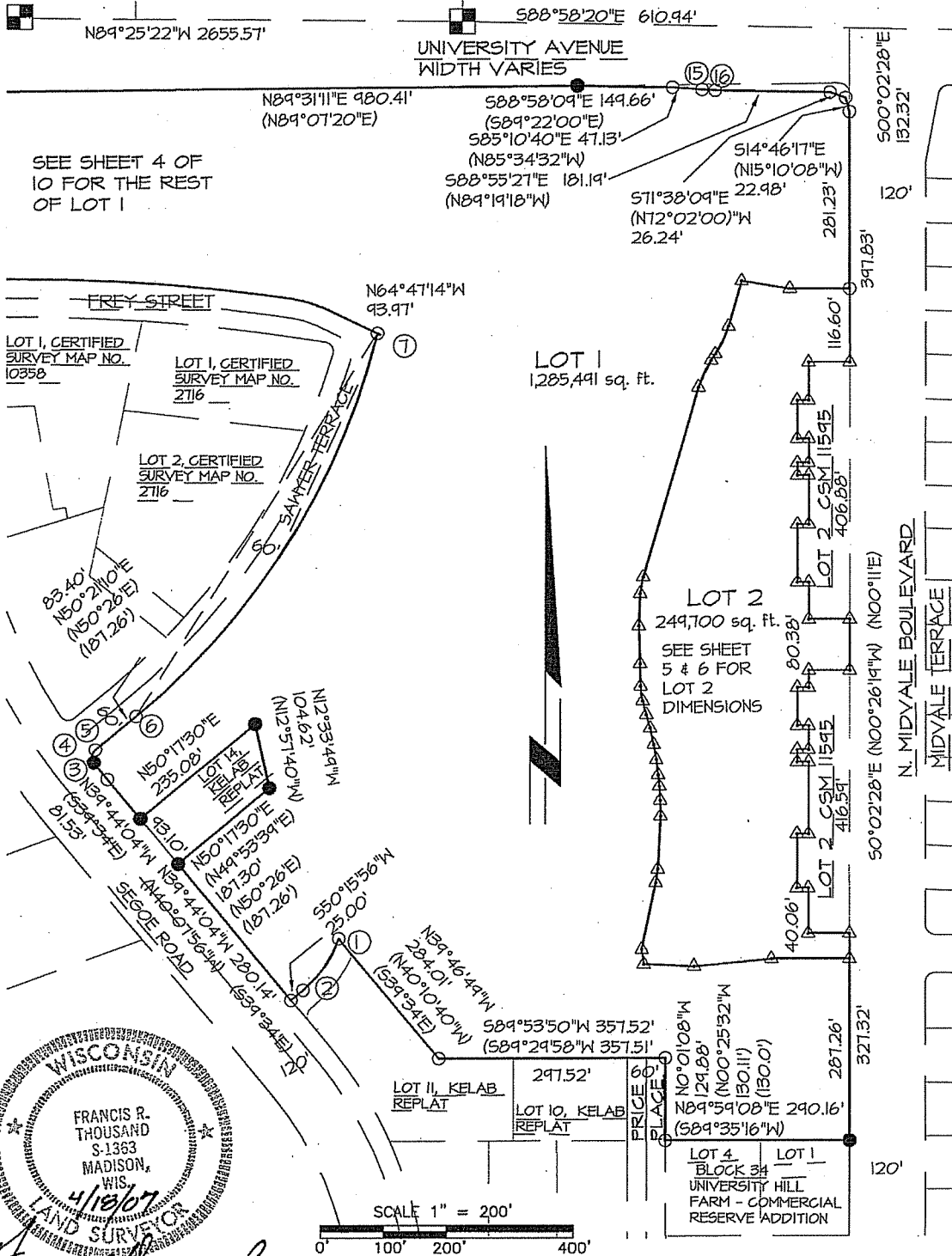
THIS INSTRUMENT WAS DRAFTED  
BY FRANCIS THOUSAND  
ARNOLD & O'SHERIDAN, INC.  
1111 DEMING WAY  
MADISON, WI. 53717

DATE MARCH 30, 2007  
JOB # 060040

SHEET 2 OF 10

# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



DATE MARCH 30, 2007

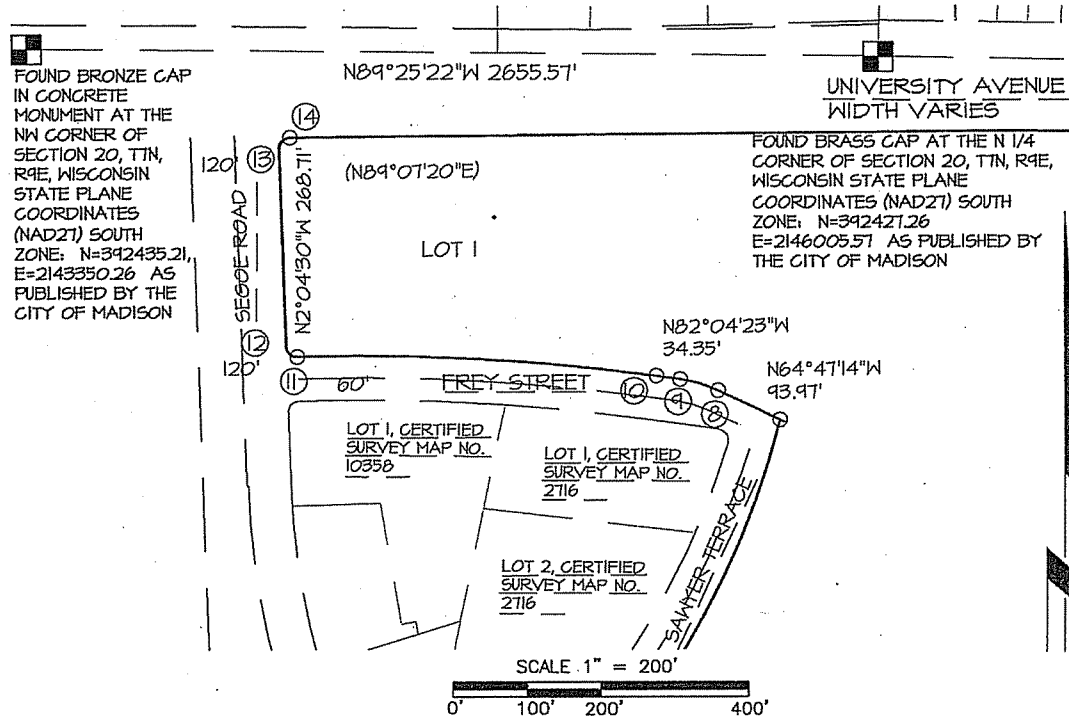
THIS INSTRUMENT WAS DRAFTED BY FRANCIS THOUSAND

JOB # 060040

SHEET 3 OF 10

# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



## Madison Common Council Certificate

"Resolved that this certified survey map located in the City of Madison was hereby approved by Enactment Number \_\_\_\_\_, File ID Number \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Madison for public use."

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

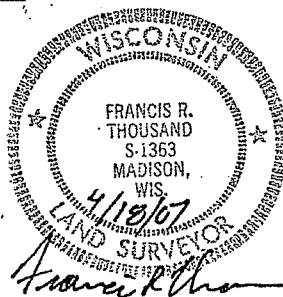
Ray Fisher, City Clerk  
City of Madison, Dane County Wisconsin

### LEGEND

- BRASS CAP IN CONCRETE FOUND
- IRON STAKE FOUND
- 1 1/4" X 30" REBAR  
4.30 LBS/FT PLACED
- + CHISLED CROSS FOUND
- ⊙ DRILL HOLE PLACED
- △ SURVEY NAIL PLACED
- (263.56') RECORDED AS DATA
- 263.51' MEASURED DATA
- ▨ EXISTING BUILDING

"Approved for recording by the Secretary of the Plan Commission of the City of Madison, Dane County, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_".

Mark Olinger, Secretary Plan Commission



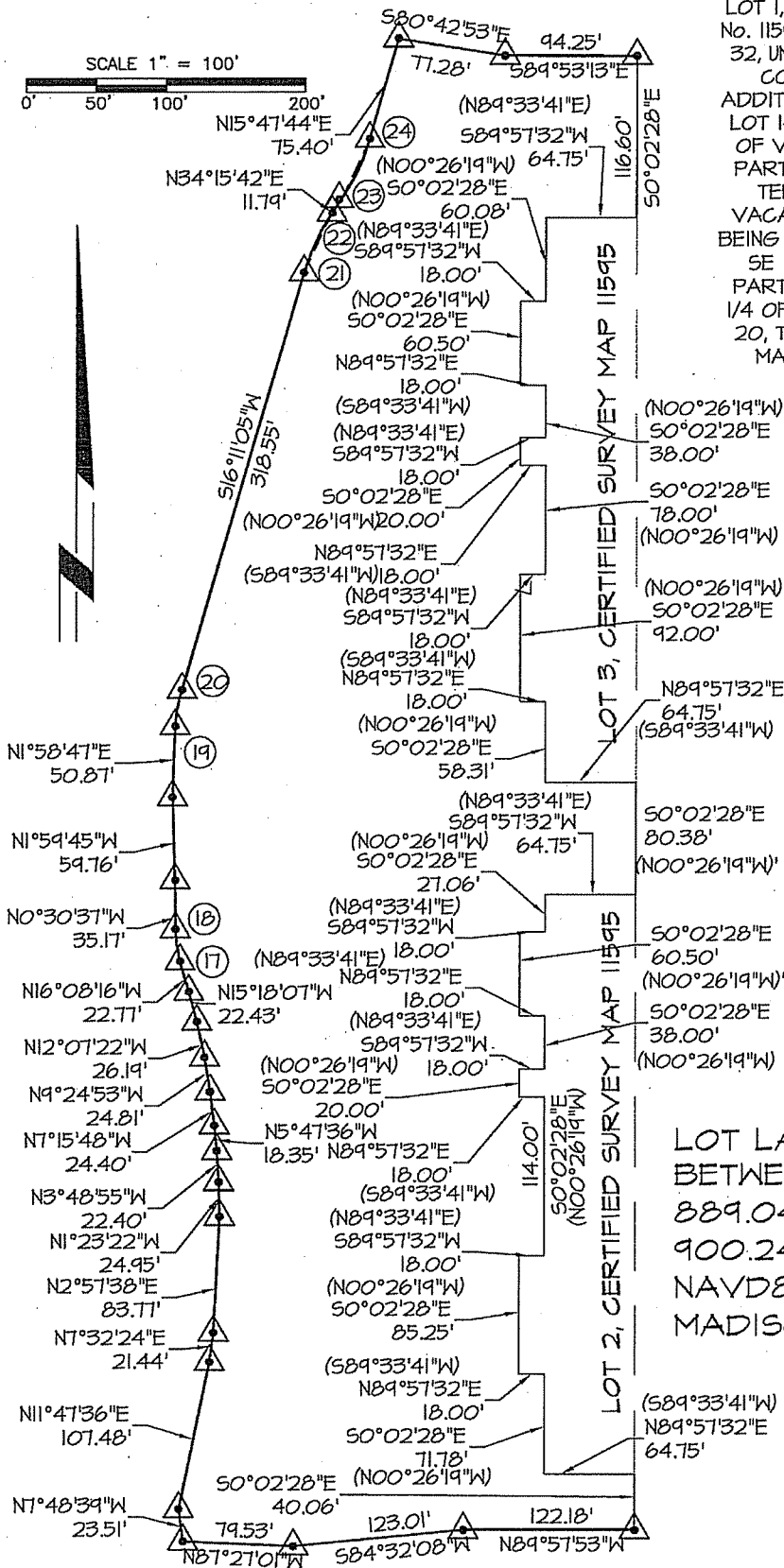
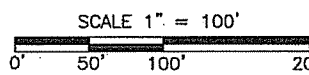
DATE MARCH 30, 2007

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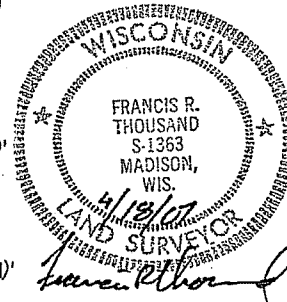
THIS INSTRUMENT WAS DRAFTED BY FRANCIS THOUSAND

SHEET 4 OF 10

# CERTIFIED SURVEY MAP



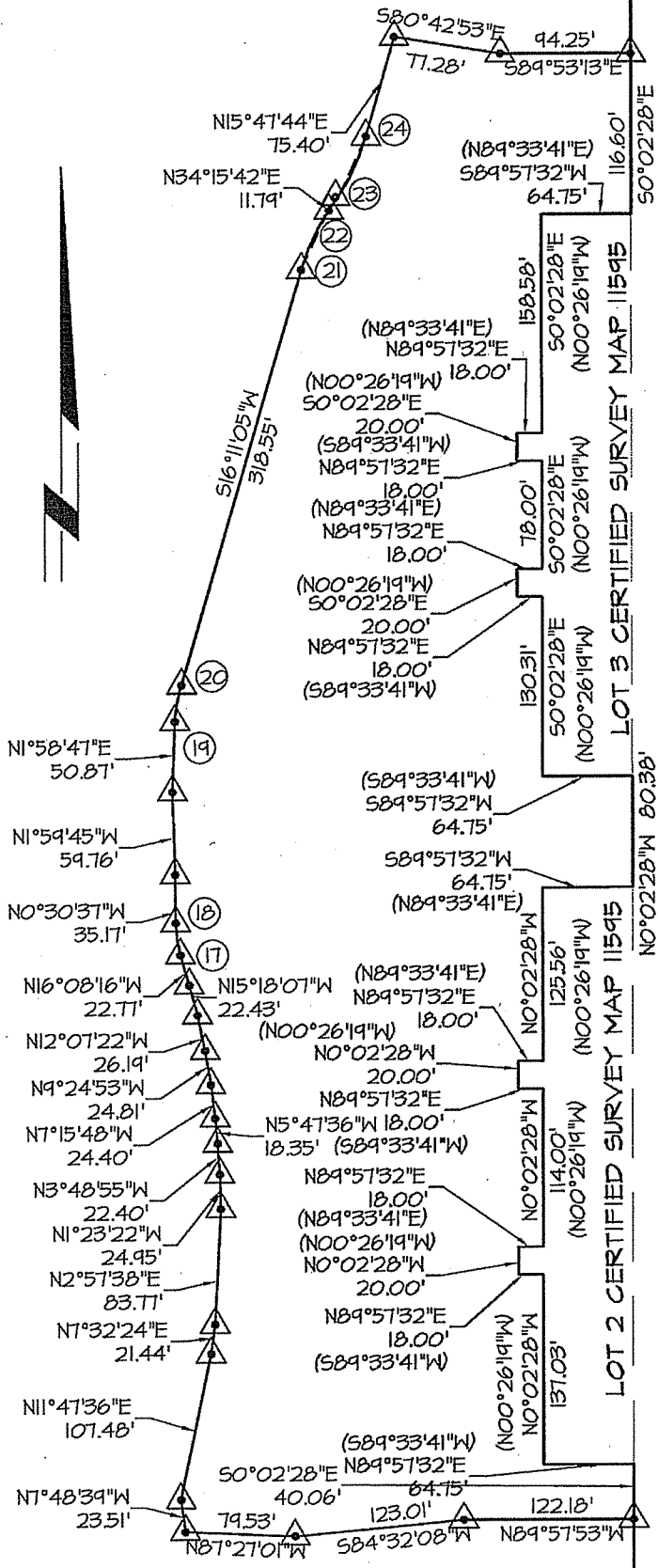
LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



LOT LAYOUT BETWEEN ELEVATION 889.04 (43.80) AND 900.24 (55.00) NAVD88 (CITY OF MADISON DATUM)

DATE  
JOB # 060040

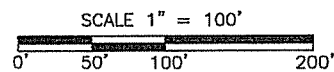
# CERTIFIED SURVEY MAP



LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

LOT LAYOUT BELOW ELEVATION 889.04 (43.80) AND ABOVE 900.24 (55.00) NAVD88 (CITY OF MADISON DATUM)

NORTH MIDVALE BOULEVARD



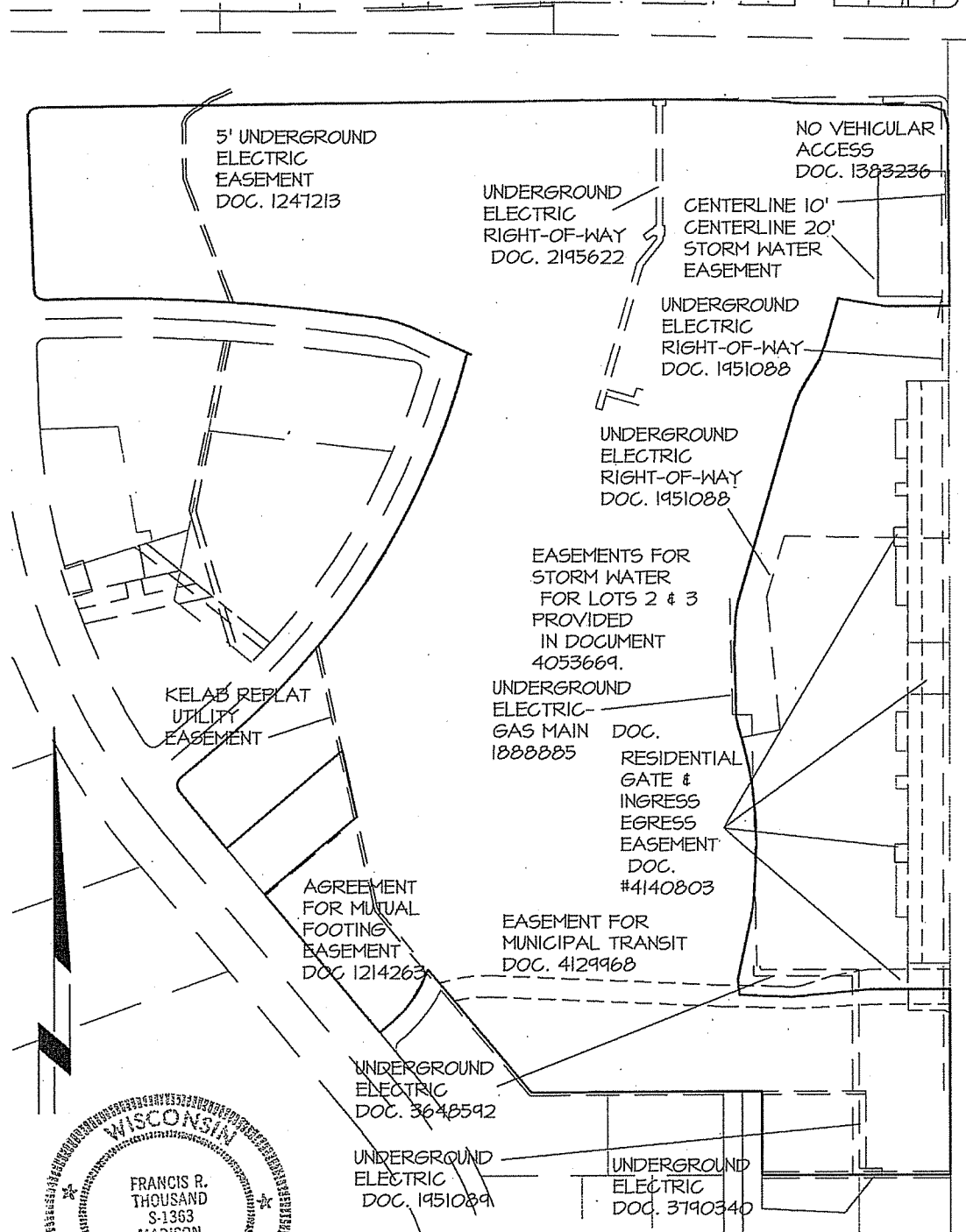
DATE MARCH 30, 2007  
JOB # 060040

SHEET 6 OF 10



# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS -  
 COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF  
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 SW 1/4 OF THE NE 1/4 OF SECTION 20, T7N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



**WISCONSIN**  
 FRANCIS R.  
 THOUSAND  
 S-1353  
 MADISON,  
 WIS.  
 4/15/07  
**LAND SURVEYOR**  
*Francis R. Thousand*

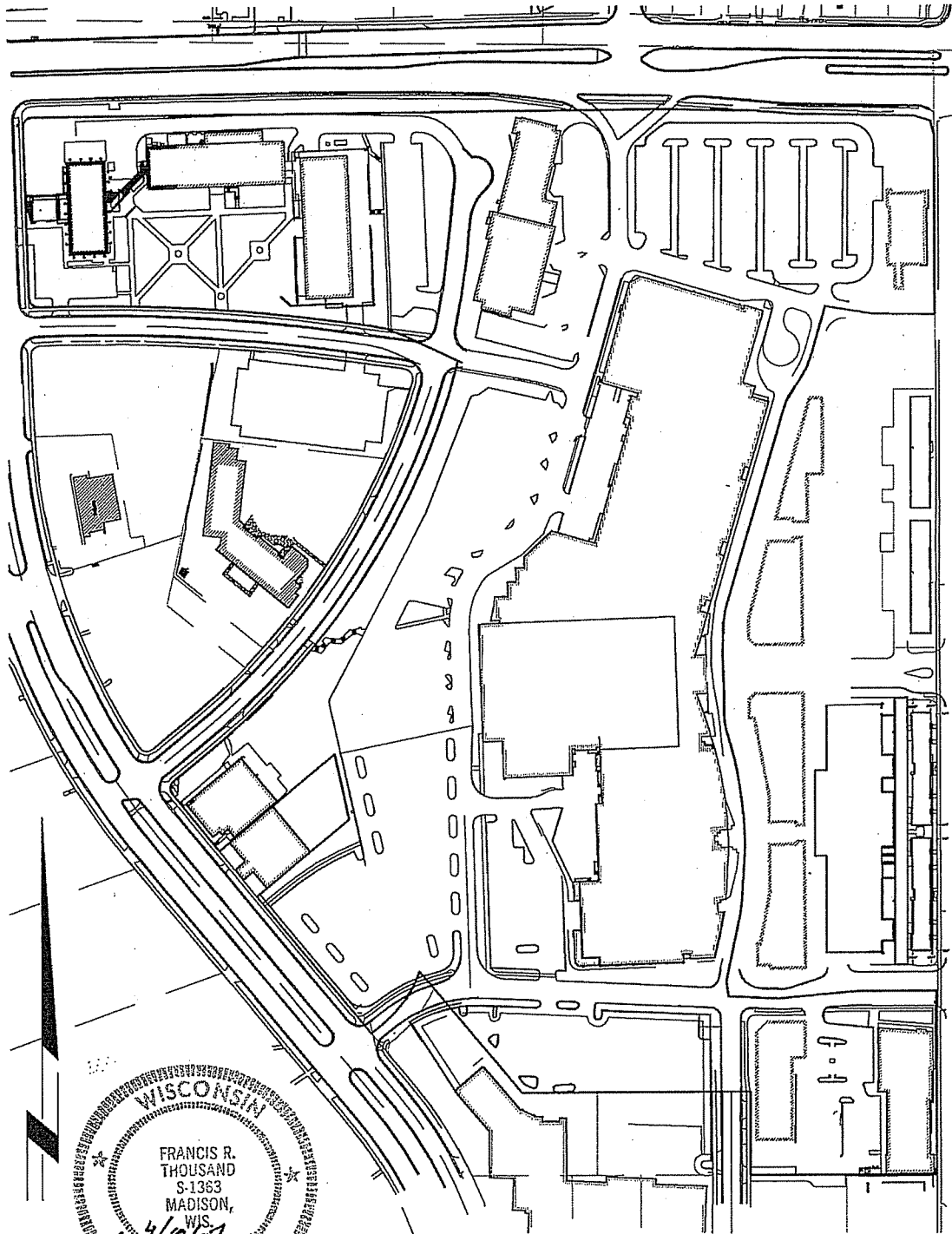
## EASEMENTS

THIS INSTRUMENT WAS DRAFTED  
 BY FRANCIS THOUSAND

DATE MARCH 30, 2007  
 JOB # 060040  
 SHEET 7 OF 10

# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS -  
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EASEMENTS

DATE MARCH 30, 2007  
JOB # 060040

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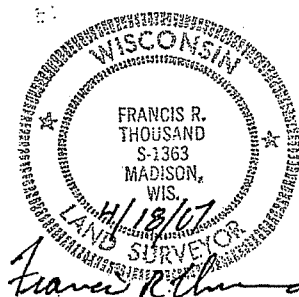
SHEET 8 OF 10

# CERTIFIED SURVEY MAP

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CURVE TABLE						
CURVE	RADIUS	CHORD	CHORD BEARING	I-ANGLE	TANGENT BEARING	ARC
1-2	185.00'	98.41'	S34°50'26"W	30°51'00"	1=S75°58'13"W	99.61'
					2=S50°15'56"W	
3-4	1024.23'	33.94'	N38°41'07"W	01°35'54"	5=N38°44'04"W	33.94'
					6=N37°50'10"W	
4-5	15.00'	2088'	N06°15'30"E		6=N37°50'10"W	
					7=N50°21'10"E	
6-7	1150.00'	714.85'	N32°17'38.5"E	36°12'55"	8=N50°24'06"E	726.89'
					9=N14°11'11"E	
8-9	180.00'	54.10'	N73°25'48.5"W	17°11'09"	10=N64°47'14"W	54.30'
					11=N82°04'23"W	
10-11	2885.00'	484.83'	N86°54'41.5"W	09°42'27"	12=N82°03'28"W	485.41'
					13=S88°14'05"W	
12-13	15.00'	23.15'	N46°55'12.5"W	89°41'25"	13=S88°14'05"W	23.48'
					14=N02°04'30"W	
13-14	15.00'	21.51'	N43°43'20.5"E	91°35'41"	15=N02°04'30"W	23.98'
					16=N89°31'11"E	
15-16	314.50'	20.56'	S87°03'04"E	03°44'46"	17=S85°10'40"E	20.56'
					18=S88°55'21"E	
17-18	86.50'	23.52'	N08°19'26.5"W	15°37'39"	19=N16°08'16"W	23.59'
					20=N00°30'37"W	
19-20	86.50'	21.39'	N09°04'56"E	14°12'18"	21=N01°58'47"E	21.45'
					22=N16°11'05"E	
21-22	150.00'	47.13'	N25°13'23.5"E	18°04'31"	23=N16°11'05"E	47.33'
					24=N34°15'42"E	
23-24	150.00'	48.14'	N25°01'43"E	18°21'58"	25=N34°15'42"E	48.34'
					26=N15°47'44"E	

THIS INSTRUMENT WAS DRAFTED  
 BY FRANCIS THOUSAND  
 ARNOLD & O'SHERIDAN, INC.  
 1111 DEMING WAY  
 MADISON, WI. 53717



DATE MARCH 30, 2007  
 JOB # 060040

# CERTIFIED SURVEY MAP

LOT 1, CERTIFIED SURVEY MAP No. 11595, LOTS 1 AND 2, BLOCK 32, UNIVERSITY HILL FARMS - COMMERCIAL RESERVE ADDITION, LOT 9 AND PART OF LOT 14, KELAB REPLAT, PART OF VACATED KELAB DRIVE, PART OF VACATED SAWYER TERRACE AND PART OF VACATED FREY STREET, ALL BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 20, T1N, R9E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

### OWNERS CERTIFICATE:

Hilldale Land Company, LLC, as owners, we hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the City of Madison for approval.

Witness the hand and seal of said Owner this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

Hilldale Land Company, LLC  
JFA MANAGEMENT LLC, manager

STATE OF \_\_\_\_\_ ) S.S.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named owners, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

### CONSENT OF CORPORATE MORTGAGEE:

KeyBank National Association, duly organized and existing under and by virtue of the laws of the United States of America, Mortgagee of the foregoing described land, hereby consents to the surveying, dividing, mapping and dedication of the land described on this plat and hereby consents to the foregoing owners certificate. The liens of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Senior Retail Loan), Second Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Junior Retail Loan), and Third Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Residential Special Advance), each in favor of KeyBank National Association and each recorded in the land records of Dane, County Wisconsin against the foregoing land, shall continue in full force and effect and spread and attach to Lots 1, 2, and 3 shown on the foregoing plat.

In Witness where of, the said corporation has caused these presents to be signed and countersigned by its officers listed below. At \_\_\_\_\_, \_\_\_\_\_, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

KeyBank National Association,

Jeffery T. Hunkele  
Vice President  
Relationship Manager

STATE OF \_\_\_\_\_ )  
 ) S.S.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Officers of the above named corporation to me known to be the persons who executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

DATE MARCH 30, 2007

THIS INSTRUMENT WAS DRAFTED  
BY FRANCIS THOUSAND

JOB # 060040

SHEET 10 OF 10