

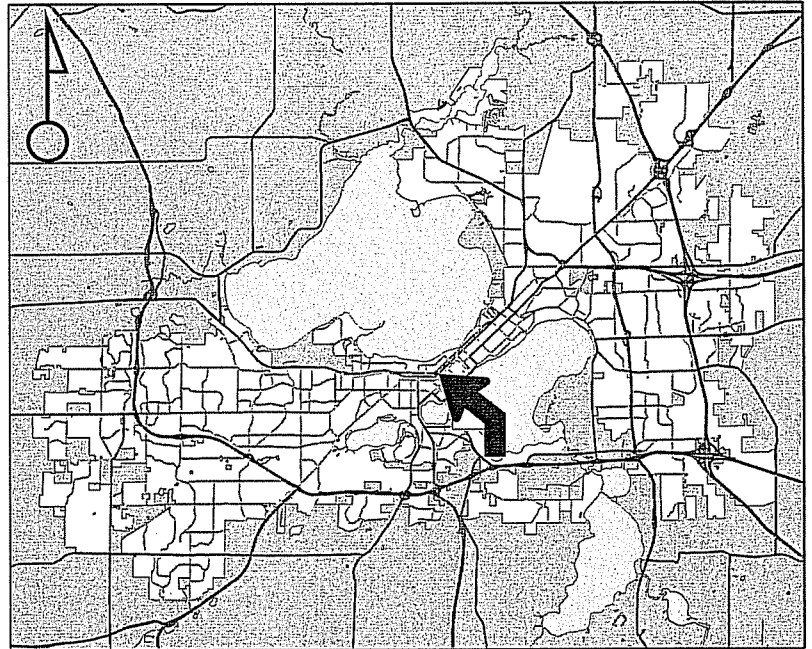


Location
454 West Johnson Street &
437 West Gorham Street

Applicant
Bassett Johnson, LLC/
Gary Brink & Associates, Inc

Proposed Use
Amend Hampton Inn & Suites and
Aberdeen planned unit developments
to eliminate previously required
private drive connection through
those properties

Public Hearing Date
Plan Commission
07 May 2012



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



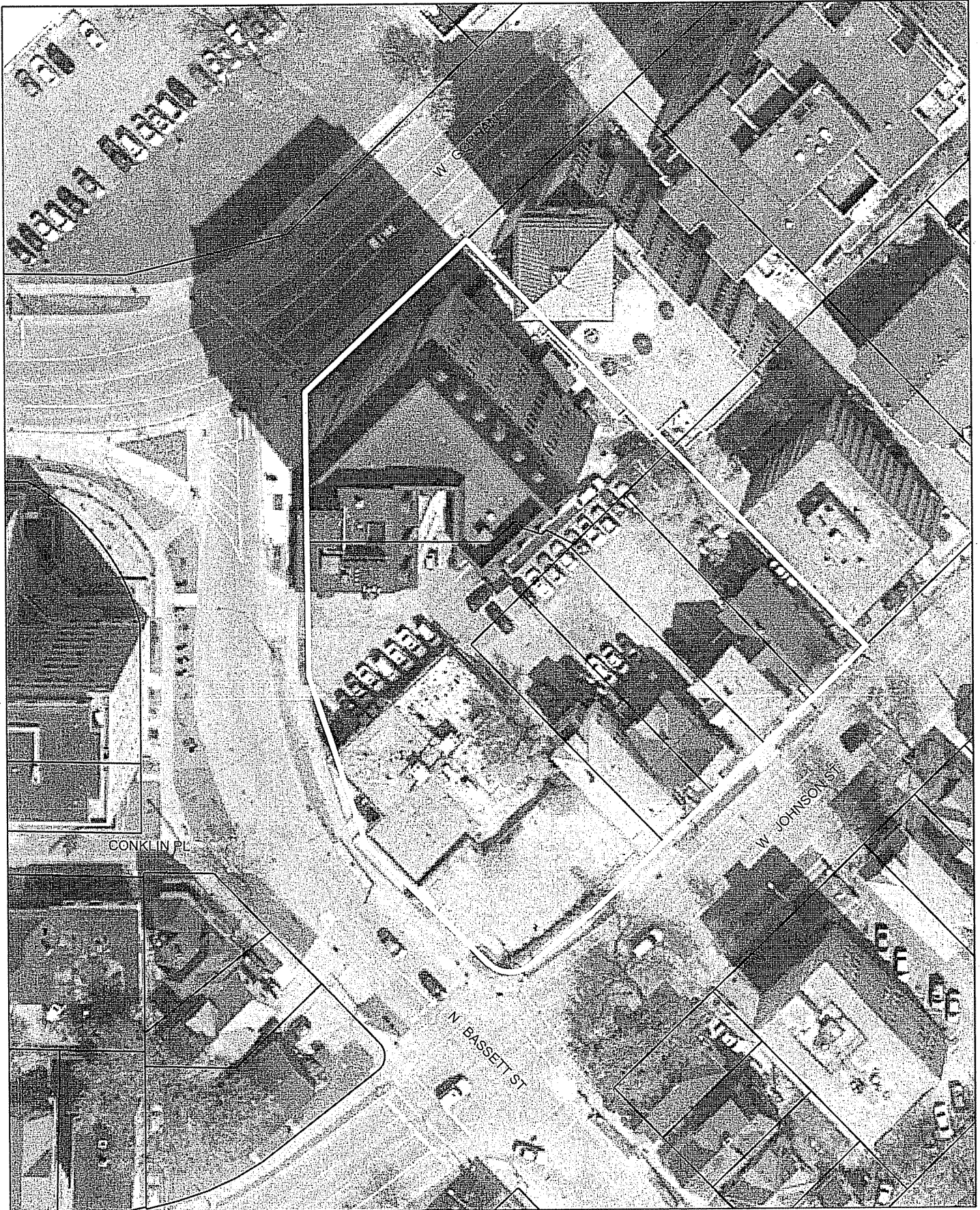
Scale : 1" = 400'

City of Madison, Planning Division : RPJ : Date : 23 April 2012



City of Madison

454 West Johnson Street &
437 West Gorham Street



Date of Aerial Photography : Spring 2010



Raymond
Management Company

8333 Greenway Blvd, Suite 200
Middleton, WI 53562
Phone 608.833.4100 Fax 608.833.1616

March 19, 2012

Brad Murphy, Director
Department of Planning & Development
215 Martin Luther King Jr. Blvd.
Madison, WI 53701-2985

Re: 434-454 W Johnson Street Hotel Project – Alteration to Approved SIP

Dear Brad,

As you are aware, the enclosed submittal reflects modifications to the previously approved SIP for construction of the Hampton Inn & Suites hotel project. In July of 2003 a private easement was entered into by Wayne and Patricia Dishaw and Hound Dog, LLC which required a driveway be constructed connecting the two properties at which time the Hound Dog lands were developed. The easement was to connect West Johnson Street to West Gorham Street providing a route for deliveries.

As the successor in title to Hound Dog, LLC, Bassett Johnson, LLC has received approval from the city of Madison for a hotel project to be constructed on lands located at 434-454 W Johnson Street. The approved plans provided for the private drive to be installed thus connecting the Dishaw land to the hotel land as contemplated in the private easement. The installation of the private drive was a source of concern for both parties. As a condition to the approval granted by Common Council on June 7th, 2011, final resolution is required by the property owners with respect to the private ingress-egress easements.

A joint resolution has been reached by Dishaw and Bassett Johnson which modifies the private driveway easement and provides delivery vehicles an ingress-egress route through the hotel property. Such route requires expanding the driveway (as indicated by the enclosed drawings) and softening the turning radius. This concept was presented to traffic engineering and yourself on February 10th, 2012. Upon receiving a favorable initial review we have developed the drawings to reflect such modifications. Enclosed please find the application to alter an approved SIP by the parties, revised private easement, civil drawings, and construction details for the ingress-egress drive.

Please accept this application on behalf of Aberdeen, LLC (Dishaw) and Bassett Johnson, LLC.

Sincerely,

Bassett Johnson, LLC

A handwritten signature in black ink, appearing to read 'Jeff Kraemer', with a long horizontal flourish extending to the right.

Jeff Kraemer
Raymond Management Company
Designated Agent

Cc: Aberdeen, LLC (Wayne Dishaw)


Document Number	Document Title
ALTERATION TO AN APPROVED & RECORDED SPECIFIC IMPLEMENTATION PLAN City of Madison Date:	
Project Name: Hampton Inn & Suites/Mixed Use Development	
1. Legal Description of Property:	
see attached	
2. Property Address:	Recording Area
434-454 W. Johnson Street	Name and Return Address:
3. The SIP for the above-described property is hereby amended by (description of change):	Gary Brink & Associates, Inc. 8401 Excelsior Drive Madison, WI 53717
eliminated previous cross easement and modified truck driveway	Parcel Identification Number (PIN) 251-0709-231-0523-7, 251-0709-231-0522-9 251-0709-231-0521-1, 251-0709-231-0520-3 & 251-0709-231-0518-8

and shown on the: attached documents

4. This proposed amendment is authorized according to the SIP text recorded as: Document No. _____, in the Dane County Register of Deeds Office.

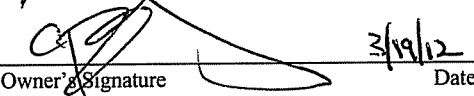
The proposed alteration, as outlined above, is considered a minor alteration and is hereby approved by the Director of the Planning Unit of the Department of Planning and Development.

No BLUE ink or FAXED copies please!



 Alderperson Date 3/21/12

Bradley J. Murphy, Director Date
 Planning Unit, Dept. of Planning & Development



 Owner's Signature Date 3/19/12

State of Wisconsin
 County of Dane

Personally came before me this _____ day of _____, _____, the above-named Bradley J. Murphy, Director, Planning Unit of the Department of Planning and Development, and acting in said capacity and known by me to be the person who executed the foregoing instrument.

 Notary Public, Dane County, Wisconsin (Signature)

 Notary Public (print name)
 My commission expires: _____

This instrument was drafted by:

This document and any attachments shall be recorded in the Dane County Register of Deeds Office.

Document Number	Document Title
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**ALTERATION TO AN APPROVED & RECORDED
SPECIFIC IMPLEMENTATION PLAN**
City of Madison Date:

Project Name:

1. Legal Description of Property: See Exhibit A

2. Property Address:
437 West Gorham Street

3. The SIP for the above-described property is hereby amended by
(description of change): deleting requirement of
ingress-egress easement connecting West Gorham
Street to West Johnson Street
and shown on the: Exhibit B

Recording Area


Name and Return Address:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Parcel Identification Number (PIN)
251/0709-231-0516-2

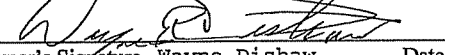
4. This proposed amendment is authorized according to the SIP text recorded as: Document No. 3779189, in the Dane County Register of Deeds Office.

The proposed alteration, as outlined above, is considered a minor alteration and is hereby approved by the Director of the Planning Unit of the Department of Planning and Development.

No BLUE ink or FAXED copies please!


Aldersperson Michael Verveer Date 3/2/12
ABERDEEN, LLC

Bradley J. Murphy, Director Date
Planning Unit, Dept. of Planning & Development


Owner's Signature Wayne Dishaw, Date
Member
State of Wisconsin
County of Dane

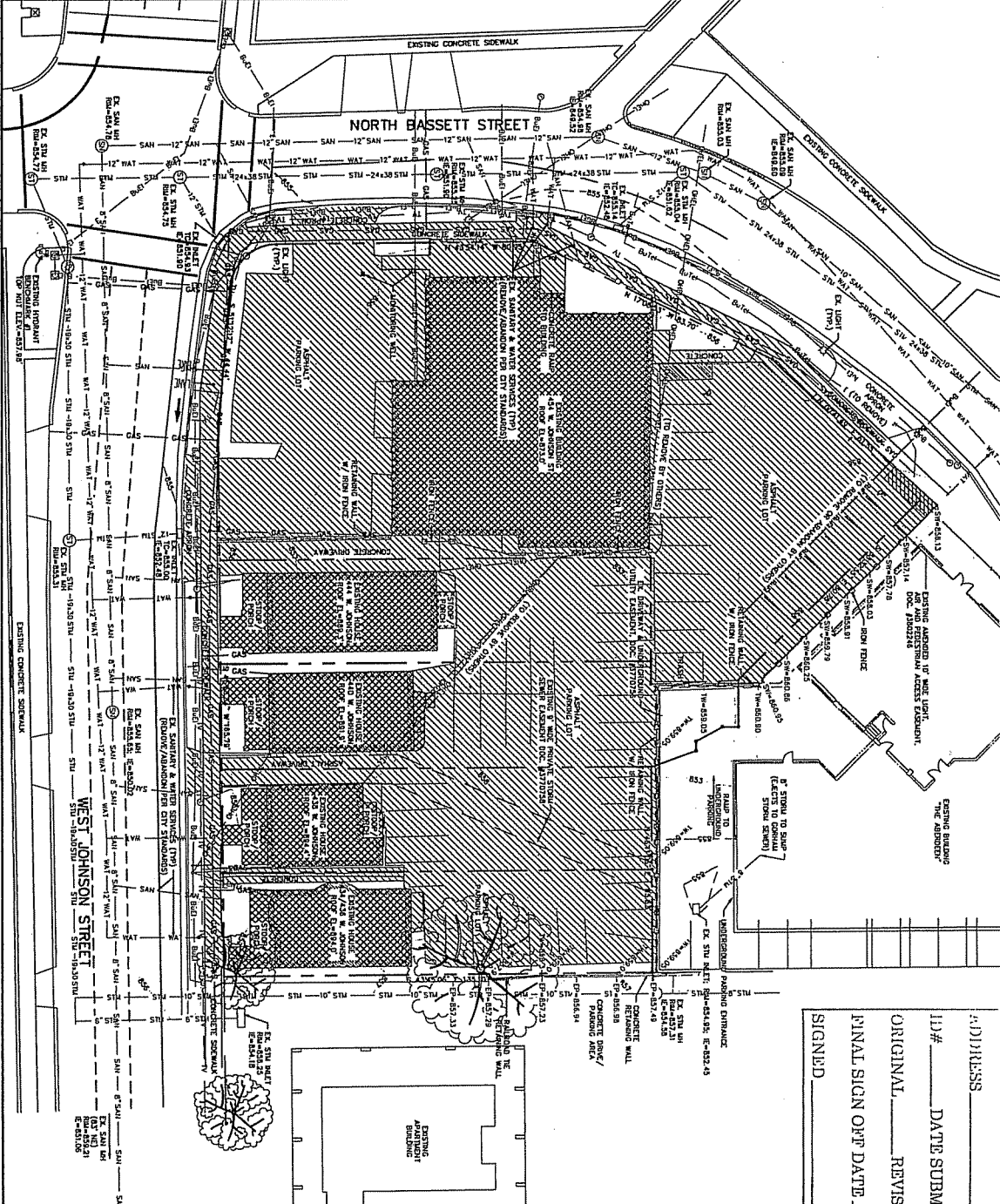
Personally came before me this _____ day of _____, _____, the above-named Bradley J. Murphy, Director, Planning Unit of the Department of Planning and Development, and acting in said capacity and known by me to be the person who executed the foregoing instrument.

Notary Public, Dane County, Wisconsin (Signature)

Notary Public (print name)
My commission expires: _____

This instrument was drafted by:
Jesse S. Ishikawa

This document and any attachments shall be recorded in the Dane County Register of Deeds Office.



DEMOLITION FACILITY APPROVAL

ADDRESS _____
 HD# _____ DATE SUBMITTED _____
 ORIGINAL _____ REVISION# _____
 FINAL SIGN OFF DATE _____
 SIGNED _____

NOTES:

- UTILITIES SHOWN ARE BASED UPON TOPOGRAPHIC COLLECTION AND CITY OF MADISON RECORD DRAWINGS.

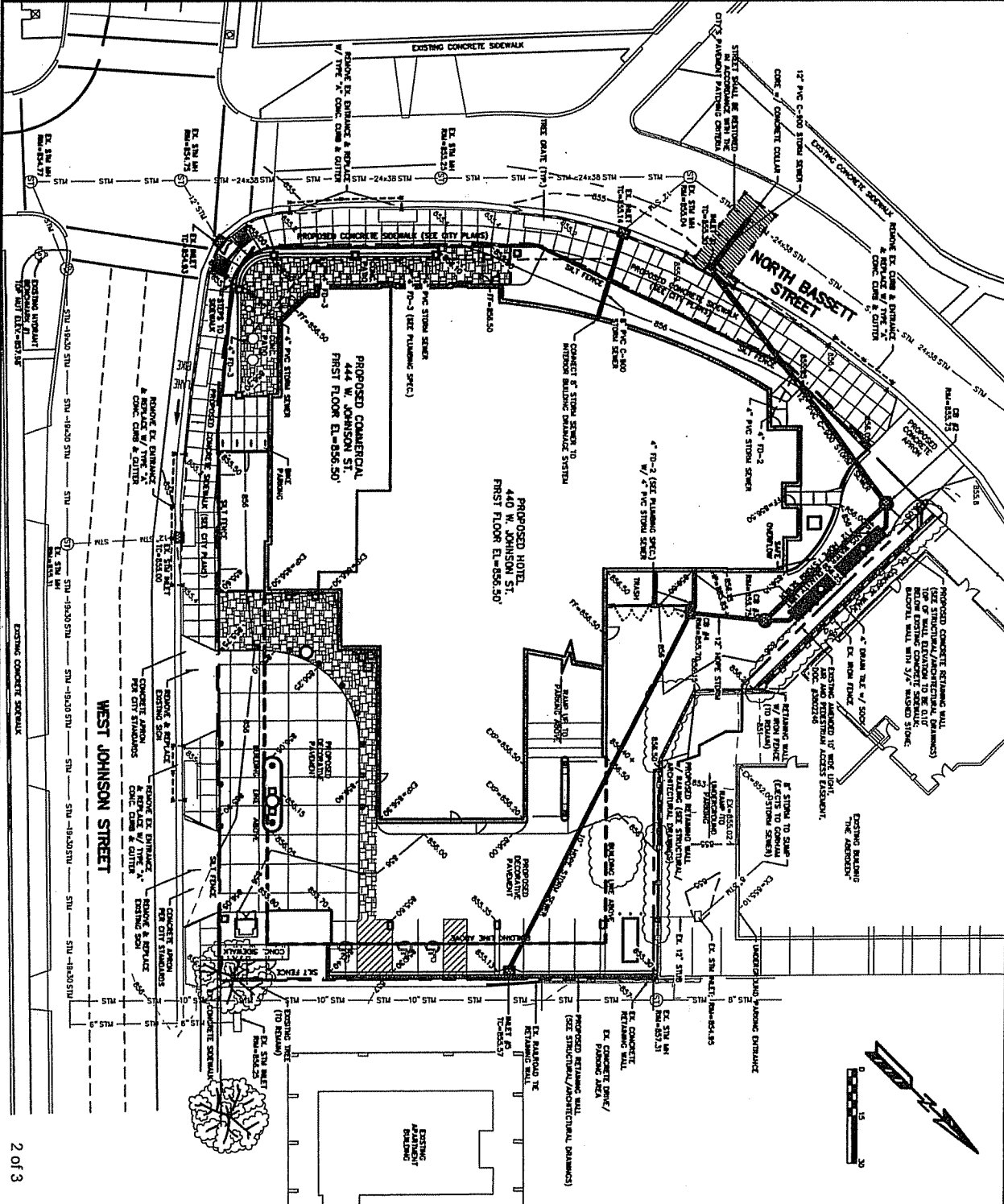
HAPTON INN & SUITES - 440 W. JOHNSON ST.
 DATED: FEBRUARY 1, 2012
QUAM ENGINEERING, LLC
 C 1.1

4604 Siggelkow Road, Suite A, McFarland, Wisconsin 53558
 Phone: (608) 838-7750 Fax: (608) 838-7752
 www.quamengineering.com

SITE DEMOLITION LEGEND

	REMOVED AND SCHEDULE FOR DEMOLITION OF EXISTING BUILDING
	REMOVED AND SCHEDULE FOR DEMOLITION OF EXISTING FOUNDATION WALLS AND FOUNDATION
	CONCRETE FOUNDATION WALLS AND FOUNDATION
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	CONCRETE FOUNDATION WALLS AND FOUNDATION

- DEMOLITION GENERAL NOTES**
1. SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.
 2. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.
 3. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.
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 9. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.
 10. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.
 11. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MADISON AND THE STATE OF WISCONSIN.



PROPOSED COMMERCIAL
444 W. JOHNSON ST.
FIRST FLOOR EL.=856.50'

PROPOSED HOTEL
440 W. JOHNSON ST.
FIRST FLOOR EL.=856.50'

WEST JOHNSON STREET

NORTH BASSETT STREET

LEGEND:

- - - - - EXISTING MAJOR CONTROL
- - - - - EXISTING MINOR CONTROL
- - - - - PROPOSED MAJOR CONTROL
- - - - - PROPOSED MINOR CONTROL
- - - - - PROPOSED SPOT ELEVATION
- - - - - PROPOSED TOP OF WALL ELEVATION
- - - - - FIRST FLOOR ELEVATION
- - - - - BUILDING EXPOSURE ELEVATION
- - - - - RETAIN WALL TOP TIRE & W/LET PROJECTION

CALL DROPPERS HOURLY

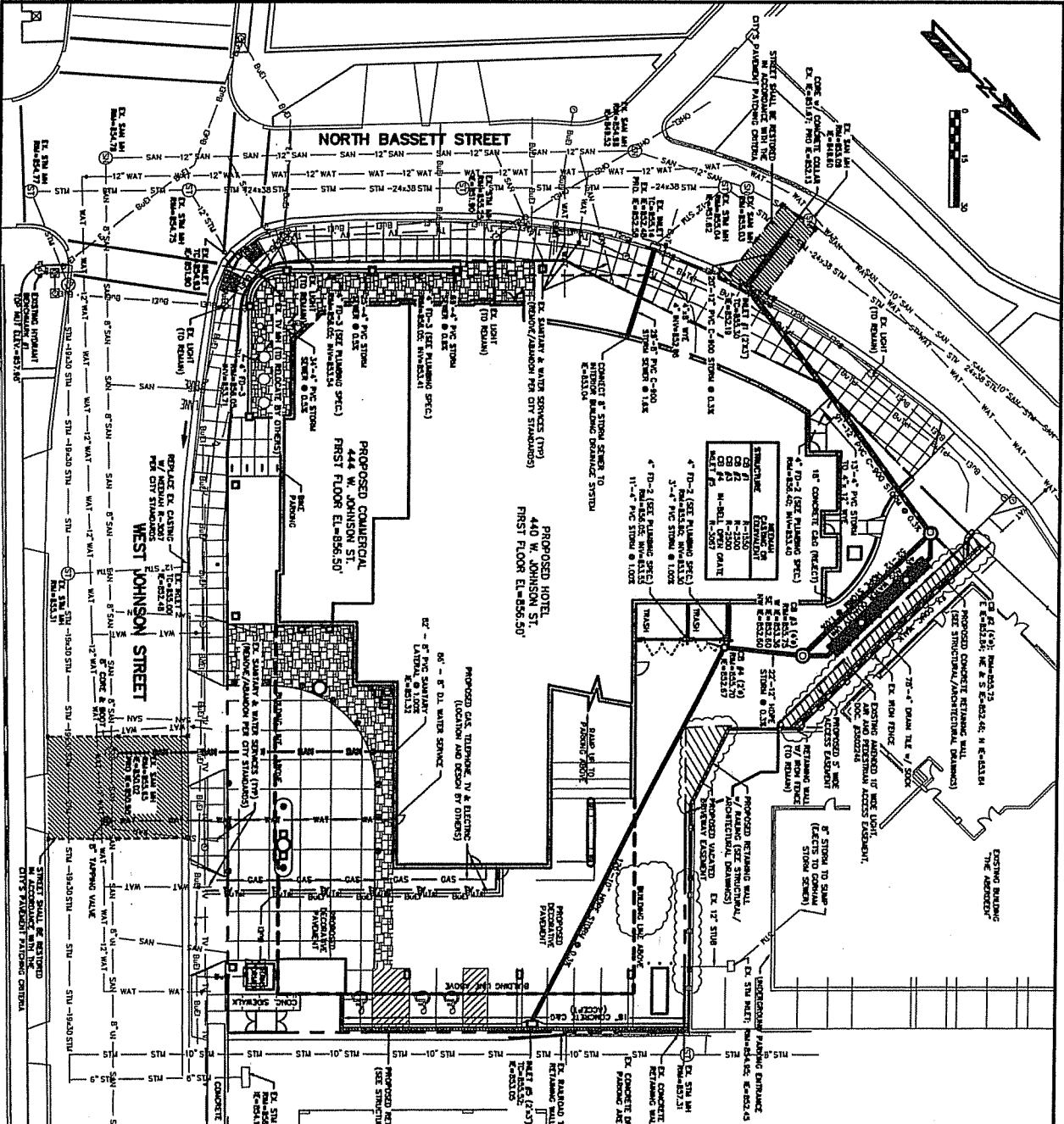
THE SEVERAL SECTIONS OF THIS PLAN ARE TO BE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

QUAM ENGINEERING, LLC

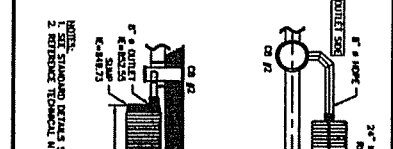
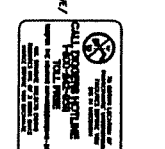
4604 Siggelkow Road, Suite A, McFarland, Wisconsin 53558

Phone: (608) 838-7750 Fax: (608) 838-7752

www.quamengineering.com



3 of 4



HAUPTON INN & SUITES - 440 W. JOHNSON ST. UTILITY PLAN

DATE: FEBRUARY 21, 2012

QUAM ENGINEERING, LLC
 Registered and Certified Soil Design Engineers
 www.quamengineering.com

4604 Siggelkow Road, Suite A, McFarland, Wisconsin, 53558
 Phone: (608) 838-7750 Fax: (608) 838-7752

GENERAL NOTES:

1. ALL UTILITY SERVICES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MADISON, WISCONSIN, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.
2. SEE STANDARD DETAILS STD-301 AND STD-302 FOR STORM WATER QUALITY UNIT PRODUCT DETAILS.

40% DIMENSIONED QUALITY UNIT DETAIL

UTILITY NOTES:

ALL SANITARY SEWER, WATER MAIN, AND STORM SEWER CONNECTIONS SHALL BE IN COMPLIANCE WITH THE CITY OF MADISON AND WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.

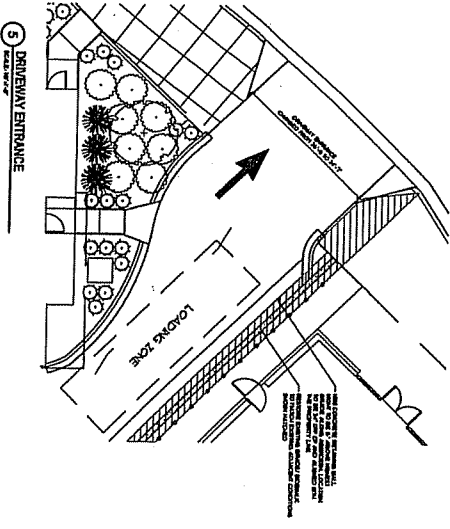
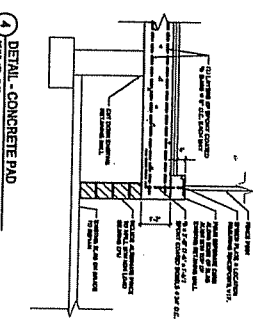
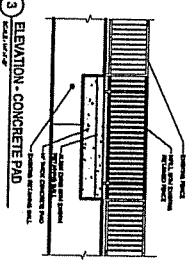
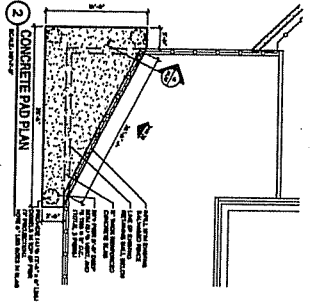
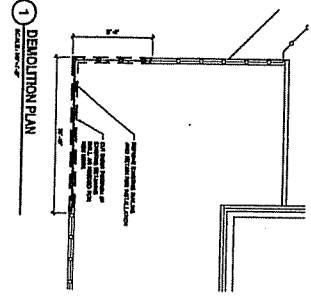
THE LOCATION OF ALL UTILITIES ARE TO CENTER OF STRUCTURES ON LITHING UNLESS OTHERWISE NOTED.

ALL WATER MAIN SHALL BE MINIMUM 12" DIA. UNLESS OTHERWISE NOTED.

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ALL WATER MAIN SHALL BE MINIMUM 12" DIA. UNLESS OTHERWISE NOTED.

ALL WATER MAIN SHALL BE MINIMUM 12" DIA. UNLESS OTHERWISE NOTED.



REQUEST FOR PROPOSAL (RFP)
No. 2 - GENERAL SCOPE REVISIONS

1. GENERAL SCOPE REVISIONS TO BE SUBMITTED BY THE BIDDERS SHALL BE IDENTIFIED BY NUMBER AND DESCRIBE THE REVISIONS TO BE MADE TO THE ORIGINAL RFP. THE REVISIONS SHALL BE SUBMITTED TO THE ARCHITECT BY THE BIDDERS NO LATER THAN THE DATE AND TIME SPECIFIED IN THE RFP. THE ARCHITECT SHALL REVIEW THE REVISIONS AND DETERMINE IF THEY ARE ACCEPTABLE. IF THE ARCHITECT DETERMINES THAT THE REVISIONS ARE NOT ACCEPTABLE, THE BIDDERS SHALL BE REQUIRED TO SUBMIT NEW REVISIONS BY THE DATE AND TIME SPECIFIED IN THE RFP. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE REVISIONS SUBMITTED BY THE BIDDERS.

2. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING PERMITS AND APPROVALS FOR THE PROJECT.

3. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING INSURANCE AND BONDING FOR THE PROJECT.

4. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACTS AND AGREEMENTS FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING CONTRACTS AND AGREEMENTS FOR THE PROJECT.

5. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABOR FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING MATERIALS AND LABOR FOR THE PROJECT.

6. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING EQUIPMENT AND TOOLS FOR THE PROJECT.

7. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING TRANSPORTATION AND LOGISTICS FOR THE PROJECT.

8. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING UTILITIES AND SERVICES FOR THE PROJECT.

9. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND SECURITY FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING SAFETY AND SECURITY FOR THE PROJECT.

10. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND RECORDS FOR THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OBTAINING COMMUNICATIONS AND RECORDS FOR THE PROJECT.

PROJECT:
W. JOHNSON STREET & N. BASSETT STREET MIXED USE DEVELOPMENT
W. JOHNSON STREET & N. BASSETT STREET
MADISON, WISCONSIN 53703
DEVELOPER:
RAYMOND MANAGEMENT COMPANY
8323 CREEKWAY BLVD., SUITE 200
MIDDLETON, WISCONSIN 53592

ARCHITECT:
GUY HANX & ASSOCIATES
ARCHITECTS
1000 UNIVERSITY AVENUE
MADISON, WISCONSIN 53706
TEL: 608.263.1234
WWW.GUYHANX.COM

DATE: 08/14/2012
SCALE: AS NOTED
DRAWN BY: AS NOTED
CHECKED BY: AS NOTED
DATE: 08/14/2012

EASEMENT MODIFICATION AND
TERMINATION AGREEMENT

Document Number

This Easement Modification and Termination Agreement the ("**Agreement**") is made as of the 19 day of March, 2012, by and between Bassett Johnson, LLC, a Wisconsin limited liability company ("**Bassett Johnson**") and Aberdeen, LLC, a Wisconsin limited liability company ("**Aberdeen**").

WITNESSETH:

WHEREAS, Bassett Johnson is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference (the "**Hotel Property**"); and

WHEREAS, Aberdeen is the owner of the real property described in Exhibit "B", attached hereto and incorporated herein by reference (the "**Aberdeen Property**"); and

WHEREAS, Bassett Johnson is the successor in interest to Hound Dog, LLC, a Wisconsin limited liability company ("**Hound Dog**"), a party to the Easements, as that term is defined below; and

WHEREAS, Aberdeen is the successor in interest to Wayne R. Dishaw and Patricia A. Dishaw ("**Dishaw**"), parties to certain of the Easements, as described below; and

WHEREAS, the parties wish to enter into this Agreement for the purpose of amending, modifying and terminating the Easements as set forth herein.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1) Easements. As used herein, the term "**Easements**" shall collectively refer to the following documents:

A) Light, Air and Pedestrian Access Easement by and between Dishaw and Hound Dog, dated July 28, 2003, recorded in the office of the Dane County, Wisconsin Register of Deeds on July 29, 2003, as Document No. 3770755, as amended by Amendment to Light, Air and Pedestrian Access Easement, dated August 18, 2003, recorded in the office of the Dane County, Wisconsin Register of Deeds on September 3, 2003, as Document No. 3802246 (as amended the "**Light and Air Easement**").

B) Driveway and Underground Utility Easement by and between Dishaw and Hound Dog dated July 28, 2003, recorded in the office of the Dane County,

Name and Return Address:
Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Exhibit "A"
(Parcel Identification Number)

Wisconsin Register of Deeds on July 29, 2003 as Document No. 3770756 (the "Driveway Easement").

C) Private Driveway Cross Easement by and between Dishaw and Hound Dog, dated July 28, 2003, recorded in the office of the Dane County, Wisconsin Register of Deeds on July 29, 2003 as Document No. 3770757 (the "Cross Easement").

D) Private Storm Sewer Easement by and between Dishaw and Hound Dog, dated July 28, 2003, recorded in the office of the Dane County, Wisconsin Register of Deeds on July 29, 2003 as Document No. 3770758 (the "Sewer Easement").

E) License Agreement for Parking Encroachment by and between Aberdeen and Hound Dog, dated March 24, 2005, recorded in the office of the Dane County, Wisconsin Register of Deeds on March 29, 2005 as Document No. 4035712 (the "License Agreement").

2) Termination of Certain Easements. Bassett Johnson and Aberdeen agree that the Cross Easement, the Sewer Easement and the License Agreement are hereby terminated. Effective upon the recording of this Agreement in the Dane County, Wisconsin Register of Deeds the Cross Easement, Sewer Easement and the License Agreement shall be null, void and of no further force or effect.

3) Modification of Driveway Easement. The Driveway Easement is hereby modified as follows:

A) Addendum B and Exhibit "B" to the Driveway Easement are replaced with the legal description attached hereto as Exhibit "C", and incorporated herein by reference.

B) That portion of the Hotel Property which is no longer subject to the Driveway Easement by virtue of this Agreement (the "Terminated Portion") is to be used by Bassett Johnson as a driveway for the benefit of the Hotel Property only. Because of differences in grades between the Hotel Property and the Aberdeen Property at the location of the Terminated Portion, the driveway at such location will be supported by structural pillars, pilings or other support from underneath the driveway. A wall will separate that part of the Hotel Property remaining subject to the Driveway Easement from the Terminated Portion. To the extent that Aberdeen has constructed utility installations (the "Utilities") on or under the Terminated Portion, such Utilities shall be allowed to remain for so long as they are needed in connection with the use and operation of the Aberdeen Property provided that (i) the cost to maintain, repair and replace such Utilities shall be the sole cost and expense of Aberdeen; (ii) to the extent such maintenance, repair and replacement shall damage any improvements located on the Hotel Property, including but not limited to the Terminated Portion, Aberdeen shall restore the Hotel Property to the condition existing immediately prior to the maintenance, repair or replacement of such Utilities; and (iii) Aberdeen shall undertake

no maintenance, repair or restoration which shall in any way diminish, damage or remove the structural support for the driveway located on the Hotel Property.

C) In the event that Bassett Johnson's construction of improvements in the Terminated Portion shall damage any improvements previously constructed by Aberdeen on the remainder of the Driveway Easement not terminated pursuant to this Agreement, then Bassett Johnson shall restore such improvements to the condition existing immediately prior to Bassett Johnson's construction, at Bassett Johnson's sole cost and expense. Such restoration or replacement shall occur promptly after the event causing such damage to the Aberdeen's improvements.

4) Modification of Light and Air Easement. The Light and Air Easement is hereby modified as follows:

A) Paragraphs (e) and (f) of Document No. 3770755, are hereby deleted.

B) Aberdeen hereby grants to Bassett Johnson a perpetual, non-exclusive easement for use of the real property described in Exhibit "D", attached hereto and incorporated herein by reference, as a driveway for ingress and egress for motor vehicles, pedestrians and other traffic, for the benefit of the Hotel Property and its customers, occupants and invitees (the "**Access Easement**"). Bassett Johnson shall be responsible for the cost of maintaining, repairing and replacing any drive area located on the Hotel Property, including but not limited to the Terminated Portion, and on the Access Easement (the "**Drive Areas**"), at its sole cost and expense; notwithstanding the foregoing, any Drive Area located on the Hotel Property within the Driveway Easement but outside of the Terminated Portion (the "**Remaining Portion**") shall be the responsibility of Aberdeen to maintain, repair and replace. The initial cost of constructing improvements to be located in the Drive Areas shall be divided by the parties pursuant to a separate agreement. Bassett Johnson shall be solely responsible for the cost of all maintenance, snow and ice removal and any other repair, maintenance or reconstruction that is necessary to maintain the Drive Areas (excluding the Remaining Portion) in first class condition and repair after initial construction.

5) Cross Indemnification. As used in this paragraph, the term "**Servient Owner**" shall mean the fee owner of the real property (the "**Servient Property**") on which easement rights have been imposed for the benefit of the Dominant Owner and the Dominant Property, as those terms are defined herein pursuant to the Easements or this Agreement. The term "**Dominant Owner**" shall mean the fee owner of the real property (the "**Dominant Property**") which has been granted easement rights pursuant to the terms of the Easements or this Agreement. Each Dominant Owner does hereby indemnify and hold each Servient Owner, and the Servient Owner's heirs, successors and assigns, harmless from any and all damages, costs, expenses, liabilities, claims, lawsuits and reasonable, actual attorney fees arising out of any of the foregoing (collectively "**Claims**") which relate to or were caused by the use of the Servient Property by the Dominant Owner and its customers, occupants, agents, contractors and invitees. Any Servient Owner claiming indemnification for a Claim pursuant to the terms

of this paragraph hereby agrees to give prompt written notice to the Dominant Owner against which indemnification is claimed promptly after becoming aware of an event giving rise to a Claim. In the event of a Claim hereunder, the Dominant Owner may elect to defend the Servient Owner with legal counsel acceptable to the Servient Owner in the reasonable exercise of the Servient Owner's discretion. Any such election shall be made on or before twenty (20) days after the Dominant Owner's receipt of notice of any such Claim.

6) Effect of Agreement. Except as amended herein, any easements not otherwise terminated herein shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement shall be binding upon the parties hereto, and their respective heirs, successors and assigns. To the extent this Agreement shall create any easements, any such easements shall be deemed to run with the land. In the event all or any portion of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, such provisions shall be deemed severed from the remainder, and the remainder shall be fully enforced in accordance with all applicable laws, rules and regulations.

Dated as of the date and year first above written.

[See attached signature pages.]

SIGNATURE PAGE FOR ABERDEEN

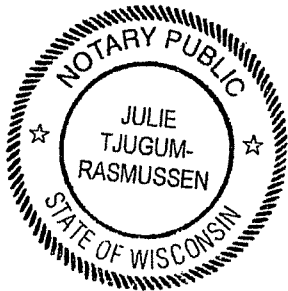
ABERDEEN, LLC

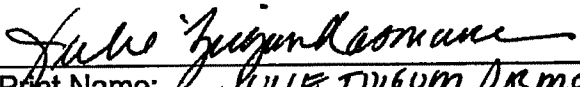
By:


Wayne R. Dishaw, Authorized Member

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 15th day of March, 2012, the above named Wayne R. Dishaw, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



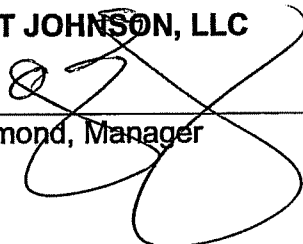

Print Name: JULIE TJUGUM RASMUSSEN
Notary Public, State of Wisconsin
My Commission expires: 12-14-2014

SIGNATURE PAGE FOR BASSETT JOHNSON

BASSETT JOHNSON, LLC

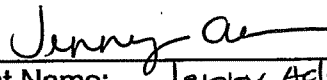
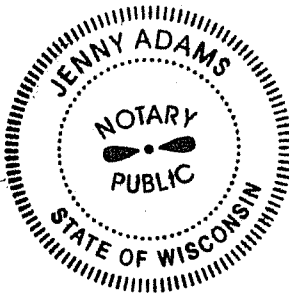
By: _____

C.J. Raymond, Manager



STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 19 day of March, 2012, the above named C.J. Raymond, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



Print Name: Jenny Adams
Notary Public, State of Wisconsin
My Commission expires: 11/1/2015

CONSENT OF ABERDEEN MORTGAGEE

_____, being the mortgagee of the Aberdeen Property, as described in the attached Agreement, does hereby consent to the foregoing Agreement this ____ day of _____, 2012.

**BERKADIA COMMERCIAL MORTGAGE
L.L.C.**

By: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ____ day of _____, 2012, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

CONSENT OF BASSETT JOHNSON MORTGAGEE

AnchorBank, fsb being the mortgagee of the Hotel Property, as described in the attached Agreement, does hereby consent to the foregoing Agreement this ____ day of _____, 2012.

ANCHORBANK, fsb

By: _____

Print Name: _____

Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ____ day of _____, 2012, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

CONSENT OF CITY OF MADISON

The City of Madison executes this Agreement for the sole purpose of consenting to termination of the Cross Easement, as that term is defined in paragraph 1(C) of this Agreement, pursuant to the terms of paragraph (2) hereof.

Dated this ___ day of _____, 2012.

CITY OF MADISON, WISCONSIN, a Wisconsin
municipal corporation

By: _____
Mayor Paul R. Soglin

Attest:: _____
Maribeth Witzel-Behl, Clerk

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ___ day of _____, 2012, the above named Paul R. Soglin, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ___ day of _____, 2012, the above named Maribeth Witzel-Behl, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

Approved as to form:

By: _____
City Attorney/Assistant City Attorney

EXHIBIT "A"

Legal Description of Hotel Property

[See attached.]

PARCEL A:

Part of Lots One (1), Two (2), Three (3), Seventeen (17) and Eighteen (18), Block Forty (40), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin, more particularly described as follows: Beginning at the Southerly most corner of said Lot 17; thence South 44°23'32" West along the Northwest line of West Johnson Street; 8.61 feet; thence South 49°35'47" West along the Northwest line of West Johnson Street; 44.46 feet; thence along the arc of a curve to the right, having a radius of 15.00 feet and a long chord subtended bearing North 87°57'02" West, 20.25 feet to the Northeasterly line of Bassett Street; thence North 45°29'50" West, along the Northeasterly line of Bassett Street, 80.50 feet; thence North 18°47'24" West, along the Northeast line of Bassett Street, 83.66 feet; thence North 00°50'35" West along the East line of Bassett Street, 64.96 feet; thence North 79°09'57" East, 70.62 feet; thence South 45°22'32" East, 44.50 feet to the Southeasterly line of said Lot 3; thence South 44°39'51" West along the Southeasterly line of said Lots 2 and 3, 41.19 feet; thence South 45°20'58" East, 135.70 feet to the Northwesterly line of West Johnson Street; thence South 44°23'32" West along the Northwesterly line of West Johnson Street, 33.15 feet to the point of beginning, EXCEPTING part conveyed by Warranty Deed recorded July 29, 2003, as Document No. 370753, described as follows: Part of Lots Two (2) and Three (3), Block Forty (40), Original Plat of Madison, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northerly corner of Lot 2; thence South 00°42'53" East along the East line of North Bassett Street; 71.50 feet to the point of beginning; thence North 79°29'37" East, 70.50 feet; thence South 45°06'45" East, 17.20 feet; thence South 44°58'40" West, 1.04 feet; thence North 89°59'16" West, 80.76 feet to the East line of North Bassett Street and to the point of beginning.

ALSO

Those lands conveyed by Warranty Deed recorded July 29, 2003, as Document No. 3770754, described as follows:

Part of Lot Three (3), Block Forty (40), Original Plat of Madison, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northerly corner of Lot 2; thence North 45°07'52" East along the South line of West Gorham Street, 99.44 feet to the North corner of the Southwest 33 feet of Lot 4, of said Block 40; thence South 45°13'23" East along the Northeasterly line of said Southwest 33 feet, 135.07 feet to the South line of Lot 4; thence South 44°49'19" West along the South line of said Lots 4 and 3, 65.70 feet to a point of beginning; thence continuing along said South line of Lot 3, 26.00 feet to a point that is 8 feet Northeasterly of the Southwest corner of said Lot 3; thence North 45°06'45" West parallel with the Southwest line of said Lot 3, 27.27 feet; thence North 44°58'40" East, 13.60 feet; thence South 45°01'20" East, 5.00 feet; thence South 73°56'47" East, 9.39 feet; thence North 44°49'19" East, 3.00 feet; thence South 64°18'49" East, 14.82 feet to the point of beginning.

Property Address: 454 W. Johnson Street
Tax Parcel No. 251/0709-231-0518-8

PARCEL B:

The Northeast Half (NE 1/2) of Lot Seventeen (17), Block Forty (40), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin.

Property Address: 444 W. Johnson Street
Tax Parcel No. 251/0709-231-0520-3

PARCEL C:

The Southwest Half (SW 1/2) of Lot Sixteen (16), Block Forty (40), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin.

Property Address: 440 W. Johnson Street
Tax Parcel No. 251/0709-231-0521-1

PARCEL D:

The Northeast Half (NE 1/2) of Lot Sixteen (16), Block Forty (40), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin.

Property Address: 438 W. Johnson Street
Tax Parcel No. 251/0709-231-0522-9

PARCEL E:

The Southwest Half (SW 1/2) of Lot Fifteen (15), Block Forty (40), Original Plat of the City of Madison, in the City of Madison, Dane County, Wisconsin.

Property Address: 434 W. Johnson Street
Tax Parcel No. 251/0709-231-0523-7

Together with Light, Air and Pedestrian access easement created by Instrument recorded July 29, 2003 as Document No. 3770755 and amendment recorded September 3, 2003 as Document No. 3802246.

EXHIBIT "B"

Legal Description of Aberdeen Property
[See attached]

EXHIBIT B

Part of Lots Two (2), Three (3), and Four (4), Block Forty (40), ORIGINAL PLAT OF MADISON, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, being more fully described as follows:

Beginning at the northerly most corner of said Lot Three (3), said point also lying on the southerly right-of-way line of West Gorham Street; thence North 45 degrees 07 minutes 52 seconds East, along said southerly right-of-way line, 33.14 feet, to the northeast line of the southwest 35 feet of the aforementioned Lot Four (4); thence South 45 degrees 13 minutes 23 seconds East, along said northeast line, 135.07 feet, to the southeast line of said Lot Four (4); thence South 44 degrees 49 minutes 19 seconds West, along said southeast line, and its southwesterly extension thereof, 65.70 feet; thence North 64 degrees 18 minutes 49 seconds West, 14.82 feet; thence South 44 degrees 49 minutes 19 seconds West, 3.00 feet; thence North 73 degrees 58 minutes 47 seconds West, 9.39 feet; thence North 45 degrees 01 minute 20 seconds West, 5.00 feet; thence South 44 degrees 38 minutes 40 seconds West, 14.64 feet; thence North 89 degrees 59 minutes 16 seconds West, 80.75 feet to the easterly right-of-way line of North Bassett Street; thence North 00 degrees 42 minutes 53 seconds West, along said easterly right-of-way line, 71.50 feet to the aforementioned southerly right-of-way line of West Gorham Street; thence North 45 degrees 07 minutes 52 seconds East, along said southerly right-of-way line, 66.30 feet to the point of beginning. Said description contains 15,239 square feet, or 0.3498 acres.

Tax Parcel No. 251/0709-231-0516-2

EXHIBIT "C"

Replacement Legal Description for Driveway Easement

A TRACT OF LAND, BEING PART OF A DRIVEWAY AND UNDERGROUND UTILITY EASEMENT, RECORDED AS DOCUMENT NO. 3770756, DATED 07/29/2003 IN THE DANE COUNTY REGISTER OF DEEDS AND IS LOCATED IN LOT 3, OF BLOCK 40 OF THE ORIGINAL PLAT OF MADISON AND ALSO BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF MADISON MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 23; THENCE S 0° 00' 50" W, 685.18 FEET; THENCE S89° 59' 10" E, 77.99 FEET TO A FOUND 3/4" IRON ROD; THENCE S88° 32' 55" E, 80.78 FEET TO A FOUND 3/4" IRON ROD; THENCE N46° 32' 43" E, 1.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N46° 32' 43" E, 13.62 FEET TO A FOUND MAG NAIL; THENCE S43° 34' 26" E, 4.94 FEET TO A FOUND MAG NAIL; THENCE S72° 22' 24" E, 9.45 FEET TO A FOUND MAG NAIL; THENCE N45° 45' 07" E, 3.00 FEET TO A FOUND MAG NAIL; THENCE S63° 09' 13" E, 13.77; THENCE N71° 44' 57" E, 28.43 FEET; THENCE N 43° 56' 25" W, 14.04 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 345 SQUARE FEET AND SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

EXHIBIT "D"

Legal Description for Access Easement

TRACT OF LAND BEING PART OF LOTS 2 & 3, BLOCK 40, OF THE ORIGINAL PLAT OF MADISON, ALSO BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 23; THENCE S 0° 00' 50" W, 685.18 FEET; THENCE S89° 59' 10" E, 77.99 FEET TO A FOUND 3/4" IRON ROD AND ALSO THE POINT OF BEGINNING; THENCE S88° 32' 55" E, 80.78 FEET TO A FOUND 3/4" IRON ROD; THENCE N46° 32' 43" E, 1.03 FEET; THENCE N43° 40' 24" W, 6.06 FEET; THENCE N88° 32' 55" W, 77.28 FEET; THENCE S00° 43' 28" W, 5.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 398.25 SQUARE FEET AND SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.