

**ADDENDUM NO. 1
TO
MAINTENANCE AGREEMENT**

Document Number

Document Title

THIS ADDENDUM NO. 1 TO MAINTENANCE AGREEMENT (“Addendum”) is made this ____ day of _____, 2010 (the “**Effective Date**”), by and between the Wisconsin Alumni Research Foundation (“**WARF**”), the Board of Regents of the University of Wisconsin System (the “**University**”) and the City of Madison, a Wisconsin municipal corporation (the “**City**”) (singularly, a “**Party**” and, collectively, the “**Parties**”).

RECITALS:

WHEREAS, the Parties entered into a Maintenance Agreement for portions of the public right of way at 1301 University Avenue / 330 North Orchard Street: Wisconsin Institute for Discovery / Morgridge Institute for Research (WID/MIR) (the “**Agreement**”), dated as of December 19, 2008, and recorded with the Dane County Register of Deeds on December 30, 2008 as Document Number 4489421;

WHEREAS, the Agreement addressed the construction and maintenance of certain improvements constructed in the public right of way associated with the development of the Wisconsin Institute for Discovery / Morgridge Institute for Research (the “**Project**”), the Project being located on property (the “**Property**”) more particularly described in Exhibit A, attached hereto and incorporated into this Addendum by reference.

WHEREAS, as part of the development of the Project, certain easements were created in Certified Survey Map Number 12532, recorded with the Dane County Register of Deeds on September 5, 2008 as Document Number 4465319, to permit the construction and maintenance of public sidewalks on the Property (the “**Sidewalk Easement Area**”), as further depicted in Exhibit B, attached hereto and incorporated into this Addendum by reference; and

WHEREAS, the Parties desires to supplement the Agreement to address the maintenance of the public sidewalks and other improvements located within the Sidewalk Easement Area.

NOW, THEREFORE, in consideration of the Recitals, the grants and covenants described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Recording Area

Name and Return Address

Kevin A. Delorey
Quarles & Brady LLP
P.O. Box 2113
Madison, WI 53701-2113

0709-221-0301-8, 0709-221-0302-6

Parcel Identification Number (PIN)

1. **Maintenance of Sidewalk Easement Area.** Upon initial construction of the sidewalks and other improvements within the Sidewalk Easement Area, the owners of the Property, WARF and the University (collectively, the “**Property Owner**”), agree to complete the following maintenance as needed, or as reasonably required by the City, within the Sidewalk Easement Area, as applicable:

(a) Graffiti removal or the correction of other vandalism; and

(b) Repair and replacement of sidewalks and other pavements or paving materials (collectively, the “**Sidewalk Easement Area Maintenance**”).

Nothing in this Addendum shall prohibit the Property Owner from contracting with third parties to complete the Sidewalk Easement Area Maintenance.

2. **Cost Sharing of Sidewalk Easement Area Maintenance.** The costs associated with the Sidewalk Easement Area Maintenance shall be initially paid by the Property Owner. A portion of the Sidewalk Easement Area Maintenance costs shall be paid by the City, which shall reimburse the Property Owner at the then-current rebate rate as set forth in the City’s Sidewalk Repair Rebate Program or similar City program.

3. **Remainder of Agreement Remains in Effect.** The provisions of the Agreement not affected by this Addendum remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date written above.

CITY OF MADISON

By: _____
David J. Cieslewicz, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Personally came before me this _____ day of _____, 2010, the above-named David J. Cieslewicz, as Mayor of the City of Madison to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such corporation.

Print Name: _____
Notary Public, _____ County, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Personally came before me this _____ day of _____, 2010, the above-named Maribeth Witzel-Behl, as City Clerk of the City of Madison to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such corporation.

Print Name: _____
Notary Public, _____ County, Wisconsin
My commission expires: _____

WISCONSIN ALUMNI RESEARCH
FOUNDATION

By: _____
Carl E. Gulbrandsen, Managing Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Personally came before me this ____ day of _____, 2010, the above-named Carl E. Gulbrandsen, as Managing Director of Wisconsin Alumni Research Foundation to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such corporation.

Print Name: _____
Notary Public, _____ County, Wisconsin
My commission expires: _____

BOARD OF REGENTS OF THE UNIVERSITY
OF WISCONSIN SYSTEM

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Personally came before me this ____ day of _____, 2010, the above-named _____, as _____ of the Board of Regents of the University of Wisconsin System to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of such corporation.

Print Name: _____
Notary Public, _____ County, Wisconsin
My commission expires: _____

This document was drafted by:
Matthew Fortney
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A
LEGAL DESCRIPTION

University property

Lot One (1) of Certified Survey Map No. 12532, recorded in the Dane County Register of Deeds on September 5, 2008, in Volume 78 of Certified Survey Maps, on Pages 221 through 225, as Document No. 4465319.

WARF property

Lot Two (2) of Certified Survey Map No. 12532, recorded in the Dane County Register of Deeds on September 5, 2008, in Volume 78 of Certified Survey Maps, on Pages 221 through 225, as Document No. 4465319.

EXHIBIT B

DEPICTION OF SIDEWALK EASEMENT AREA

The Sidewalk Easement Area is depicted on the attached diagram.

NOTE: Please be advised that the undersigned hereby directs viewers to ignore the printed text material on the diagram attached to this Exhibit B. Only the spatial relationships of the illustrations on the map are being presented for your information.

Matthew Fortney, Attorney at Law

[DIAGRAM ON FOLLOWING PAGE]

Document Number



* 4 4 8 9 4 2 1 1 3 *

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

4489421

12/30/2008 01:54PM

Exempt %:

Rec. Fee: 35.00

Pages: 13

Maintenance Agreement
for portions of the public right of way at
1301 University Avenue / 330 North
Orchard Street; Wisconsin Institutes
For Discovery / Morgridge Institute
For Research (WID/MIR)

Record this document with the Register of Deeds.

Prepared by and return to:
City of Madison
210 Martin Luther King Jr. Blvd,
Room 115
Madison, WI 53703

PARCEL NUMBERS:

Lot 1 0709-221-0301-8

Lot 2 0709-221-0302-6

**Maintenance Agreement
for portions of the public right of way at
1301 University Avenue / 330 North Orchard Street
Wisconsin Institutes For Discovery / Morgridge Institute
For Research (WID/MIR)**

This Maintenance Agreement ("Agreement") is entered into as of this 19th day of December, 2008, by and between Wisconsin Alumni Research Foundation ("WARF"), the Board of Regents of the University of Wisconsin System (the "University"), and the City of Madison, a Wisconsin municipal corporation ("City"). Collectively WARF, the University, and the City may be collectively referred to as the "Parties". Collectively, the University and WARF may be collectively referred to as the "Property Owners".

A. PROPERTY AFFECTED

1. PROPERTY DESCRIPTION: This Maintenance Agreement applies to certain portions of the public right of way bounded by University Avenue, N. Orchard Street, Campus Drive, and N. Randall Avenue adjacent to ~~the~~ the WID/MIR site, and hereafter referred to as the "Owner's Property". Property is more particularly described on the attached Exhibit A ("Property"), which is incorporated into this Agreement by this reference.

2. MAINTENANCE AREA: This Maintenance Agreement applies to a portion of the public right of way bounded by University Avenue, N. Orchard Street, Campus Drive, and N. Randall Avenue adjacent to ~~the~~ the WID/MIR site, and described in Exhibit B and hereafter referred to as the "Maintenance Area".

B. MAINTENANCE REQUIREMENTS

1. INITIAL CONSTRUCTION OF IMPROVEMENTS WITHIN THE MAINTENANCE AREA: The initial construction of certain improvements within the Maintenance Area are not covered by this Agreement and are covered by a separate agreement known as City Contract Number 2190 and are to be completed in accordance with plans and specifications for project 53B2190 ("Plans").

2. NO GRADE CHANGE: Following the initial construction of improvements within the Maintenance Area, no change in the grade within the Sidewalk Easement Area shall be made without the prior written approval of the City of Madison Engineering Division ("City Engineer").

3. IMPROVEMENTS MAINTAINED BY THE PROPERTY OWNER: Upon completion of the initial construction of improvements within the Maintenance Area, the Property Owner agrees to complete the following maintenance as needed, or as may be reasonably required by the City, within the Maintenance Area:

- a. Snow and ice removal;
- b. Cleaning of dirt and debris;

- c. Graffiti removal or the correction of other vandalism;
- d. Repair and replacement of sidewalks and other pavements or paving materials;
- e. Repair and replacement of planters including any special pavers or decorative stonework;
- f. Repair and replacement of raised platform for outdoor seating area;
- g. Trimming, pruning and replacement of plants, shrubs, trees and other landscaping;
- h. Repair and replacement of moped parking

Nothing in this Agreement shall prohibit the Property Owner from contracting with third parties to comply with its responsibilities under this Agreement.

4. REVISIONS BY THE PROPERTY OWNER: The Property Owner may request the City allow changes to improvements within the Maintenance Area following completion of the initial construction and shall be permitted to make such changes if the changes are approved in writing by the City Engineer. The Property owner shall obtain all necessary permits and approvals prior to constructing or reconstructing any improvement within the Maintenance Area.

5. REVISIONS BY THE CITY: The City has the right to construct or reconstruct any improvement in the Maintenance Area and to construct in such a way that differs from the initial construction. In such event, the City has the right to levy special assessments on the Property for any improvement inside the Maintenance Area to the extent not covered (and paid for by the Property Owner) under this Agreement and all improvements maintained by the City in accordance with City Policy and State Statutes.

6. PUBLIC SAFETY: The City shall have the right to require the Property Owner to promptly construct or reconstruct any improvements in the Maintenance Area that are or become a safety problem, as reasonably determined by the City Engineer, when ordered in writing by the City Engineer to do so. Following receipt of the City Engineer's written order, the Property Owner shall effect the construction or reconstruction at the Property Owner's expense even if the change results in modification of an improvement previously approved by the City.

7. ADJACENT CITY PROJECTS: The City has the right to construct and reconstruct streets and utilities adjacent to the Maintenance Area and such construction or reconstruction may impact the improvements that the Property Owner is responsible for maintaining under this Agreement. In the event of such construction or reconstruction impacting the Property Owner's improvements, the Property Owner shall be obligated to restore, replace or reconstruct the damaged or altered Property Owner improvements at its sole cost and expense to the extent the costs and expenses to accomplish the same shall not be collectible by the City from adjacent property owners through special assessments, agreements between the City and the adjacent owners or otherwise.

8. INDEMNIFICATION: The Property Owner shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives and be responsible for losses, claims and liabilities which are attributable to such acts or omissions.

9. INSURANCE: The Property Owner agrees to carry or cause to be carried the following insurance coverages with respect to the Maintenance Area and improvements located therein:

a. A commercial general liability insurance policy naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. Any subcontractor of Owner engaged in providing labor and materials in relation to this Agreement shall be required to maintain a similar commercial general liability policy.

b. To the extent that the Property Owner or its subcontractor shall be engaged in providing labor and materials in relation to this Agreement, they shall carry automobile liability insurance with \$1,000,000 combined single limits for bodily injury and property damage.

c. To the extent that the Property Owner or its subcontractor shall be engaged in providing labor and materials in relation to this Agreement, they shall carry Worker's Compensation coverage in accordance with Wisconsin Worker's Compensation Law.

As evidence of the above required coverages, the Property Owner shall forward a Certificate of Insurance to the City Risk Management Office, 406 City-County Building, Madison, Wisconsin 53710. Nothing herein shall prevent the Property Owner or its subcontractors from obtaining the insurance coverages required above under so-called blanket insurance policies.

The amounts listed above reflect the standard coverages and limits required today by the City. The required coverages are expected to change over time and the Property Owner shall increase the above required insurance limits and coverages when required by the City provided that the proposed increases or coverage changes are consistent with City policy for similar applications.

10. TERMINATION: The City shall have the right to terminate this Agreement with 30 days written notice to Owners.

11. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

12. BINDING EFFECT: The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns. Nothing herein shall prevent the Property Owner from transferring their interests in the Property and, upon such transfer, the obligations of such Property Owner under this Agreement shall become the obligation of the transferee.

13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and must be signed by the Property Owner and the City.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

15. **WAIVER:** The failure of any party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

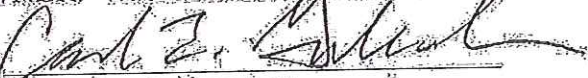
16. **RUN WITH THE LAND:** All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the Owner's Property and shall be binding upon and inure to the benefit of and be enforceable by the Property Owner and the City and their respective successors and assigns.

17. **DEFAULT/REMEDIES:** If the Property Owner fails to complete any maintenance as required by this Agreement within a reasonable time period, the City has the right to complete the maintenance and charge the costs of such maintenance either as a direct charge to the Property Owner or a special assessment levied upon the Owner's Property.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written


OWNER: WISCONSIN ALUMNI RESEARCH FOUNDATION

By: 
Name: Carl E. Gulbrandsen
Title: Managing Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 9th day of June, 2008, the above named Carl E. Gulbrandsen, who acknowledged himself/herself to be the Managing Director of Wisconsin Alumni Research Foundation, and to me known to be the person who executed the foregoing instrument and acknowledge the same.


Kristi Sullivan
Notary Public, State of Wisconsin
My Commission: Oct. 12, 2008

AUTHENTICATION

Signature of Carl E. Gulbrandsen, the Managing Director of the Wisconsin Alumni Research Foundation, authenticated this _____ day of June, 2008 by:

*

Name:
Title: MEMBER STATE BAR OF WISCONSIN

[Signatures continued on next pages]

OWNER/OW: BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

By: _____
Name: _____
Title: _____

By: Jana Dura
Name: Deborah A. Duran
Title: Vice President for Finance
UW SYSTEM Administration

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss,
COUNTY OF DANE)

Personally came before me this 21st day of July, 2008, the above named Deborah A. Duran who acknowledged himself/herself to be the Vice Pres. for Finance, UW System of the Board of Regents of the University of Wisconsin System, and to me known to be the person who executed the foregoing instrument and acknowledged the same, with its entirety

[Signature] Edward Alschuler
Notary Public, State of Wisconsin
My commission: As permanent

AUTHENTICATION

Signature of _____, the _____ of the Board of Regents of the University of Wisconsin System, authenticated this _____ day of _____, 2008 by:

*
Name: _____
Title: MEMBER STATE BAR OF WISCONSIN

CITY OF MADISON:

By: [Signature]
Name: David J. Cieslewicz
Title: Mayor

By: Maribeth Witzel Behl
Name: Maribeth Witzel Behl
Title: City Clerk

ACKNOWLEDGMENT

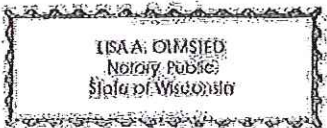
STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 18th day of December, 2008, Maribeth Witzel Behl, City Clerk, to me known to be such persons and City of Madison officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



Jean T. Schmitt
Notary Public Dane County, Wisconsin
My Commission Expires: 9-23-2012

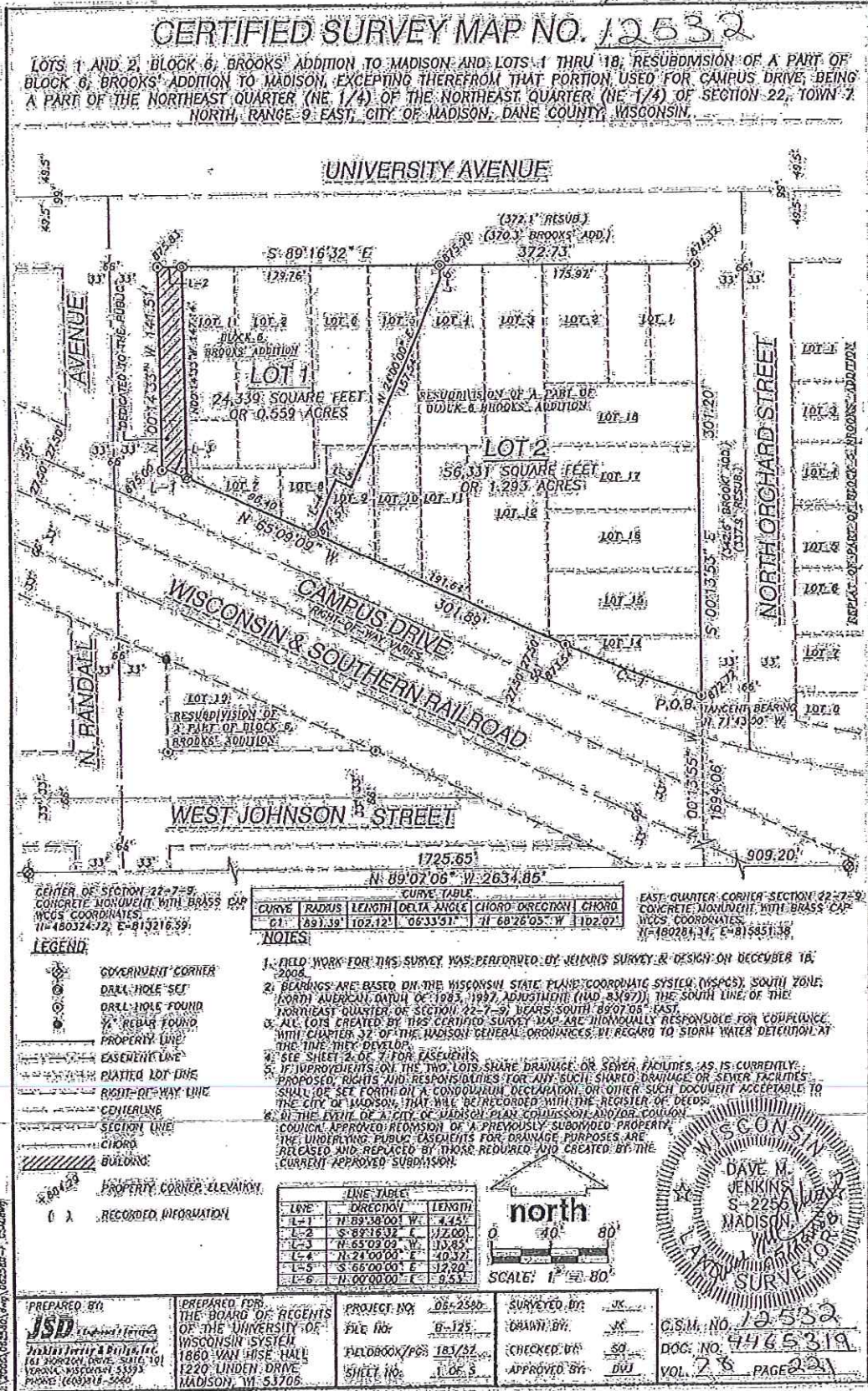
Personally came before me this 19th day of December, 2008, David J. Cieslewicz, Mayor, to me known to be such persons and City of Madison officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



Lisa A. Omsied
Notary Public Dane County, Wisconsin
My Commission Expires: 12/1/11

Exhibit A - Property

DANE COUNTY
REGISTER OF DEEDS

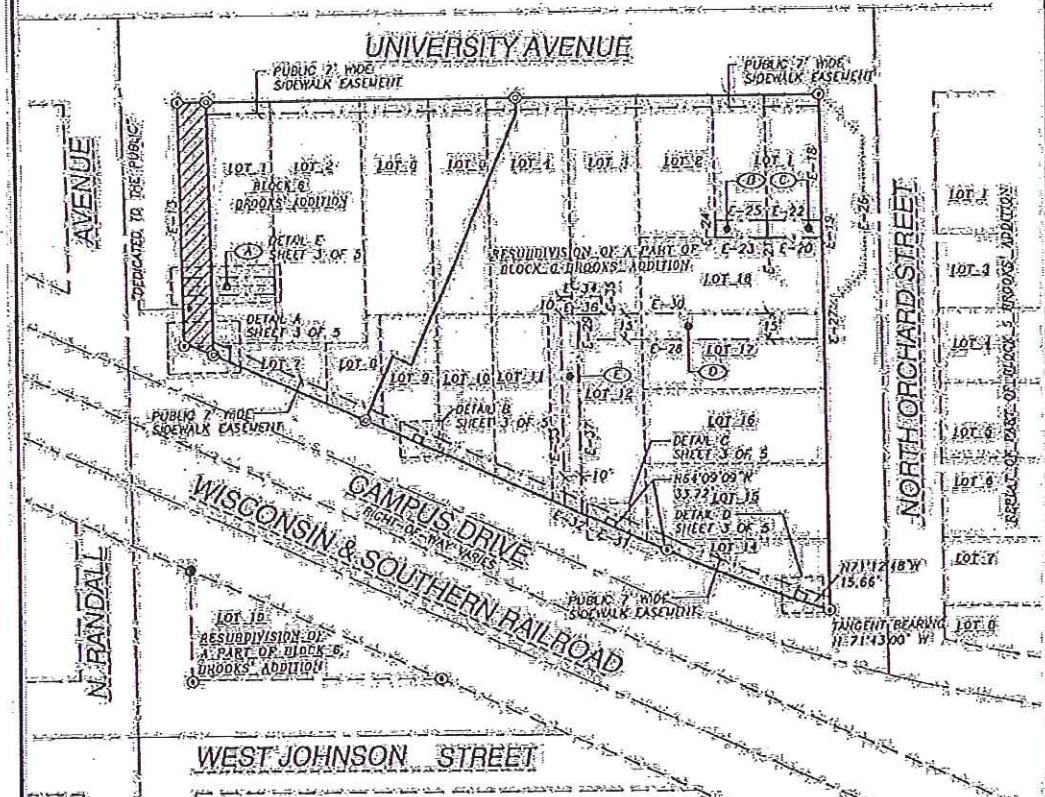


Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
 Authorized by:
 Jason M. Pridley, Telephone: 785-1115

CERTIFIED SURVEY MAP NO. 12532

LOTS 1 AND 2, BLOCK 6, BROOKS' ADDITION TO MADISON AND LOTS 1 THRU 18, RESUBDIVISION OF A PART OF BLOCK 6, BROOKS' ADDITION TO MADISON, EXCEPTING THEREFROM THAT PORTION USED FOR CAMPUS DRIVE, BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWN 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

EASEMENTS



LEGEND

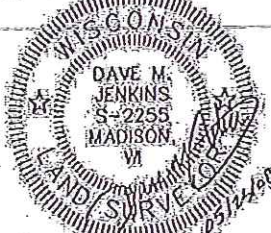
- GOVERNMENT CORNER
- DRILL HOLE SET
- DRILL HOLE FOUND
- DT RECORD FOUND
- PROPERTY LINE
- EASEMENT LINE
- PLATTED LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION LINE
- BURROWS
- PROPERTY CORNER ELEVATION
- RECORDED INFORMATION

EXISTING EASEMENTS

- (A)** RIGHT-OF-WAY EASEMENT, DOCUMENT NUMBER 282725, VOL. 417, PG. 441, DOC. NO. 653557; VOL. 130 (RECORDS) PG. 24, DOC. NO. 1612156; VOL. 2211 (RECORDS) PG. 45, DOC. NO. 2452674.
- (B)** RIGHT-OF-WAY EASEMENT, DOCUMENT NO. 318446, VOL. 802, PG. 289, DOC. NO. 1182072.
- (C)** RIGHT-OF-WAY EASEMENT, DOCUMENT NO. 318446, VOL. 167, PG. 520-525, DOC. NOS. 1378917, 1378918, 1378919, 1378920.
- (D)** RIGHT-OF-WAY EASEMENT, VOL. 567, PG. 54, DOC. NO. 500180; VOL. 76113, PG. 56, DOC. NO. 2561284.
- (E)** RIGHT-OF-WAY EASEMENT, VOL. 270, PG. 251, DOC. NO. 1298512.

EASEMENT LINE TABLE

LINE	DIRECTION	LENGTH
E-13	SS 0071433° E	102.01'
E-14	SS 89°16'32" E	53.09'
E-15	SS 0071433° E	10.00'
E-16	SS 89°16'32" W	53.09'
E-17	SS 0071433° W	10.00'
E-18	SS 0071433° E	73.24'
E-19	SS 0071433° E	10.00'
E-20	SS 89°16'32" W	53.09'
E-21	SS 0071433° W	10.00'
E-22	SS 89°16'32" E	53.09'
E-23	SS 0071433° W	10.00'
E-24	SS 89°16'32" E	53.09'
E-25	SS 0071433° E	10.00'
E-26	SS 0071433° E	127.55'
E-27	SS 0071433° E	16.015'
E-28	SS 89°16'32" W	142.19'
E-29	SS 0071433° W	15.015'
E-30	SS 89°16'32" E	142.20'
E-31	SS 0071433° W	53.49'
E-32	SS 65°02'09" W	11.045'
E-33	SS 0071433° W	127.38'
E-34	SS 89°16'32" E	23.59'
E-35	SS 0071433° E	18.00'
E-36	SS 89°16'32" W	142.20'
E-37	SS 0071433° E	116.79'

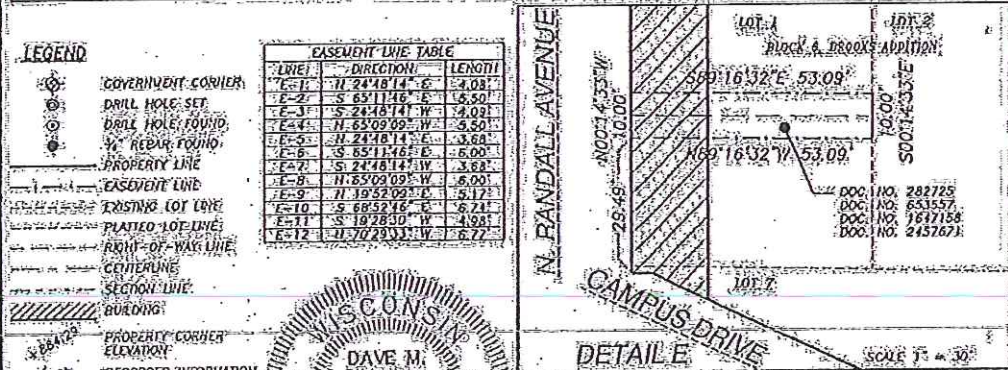
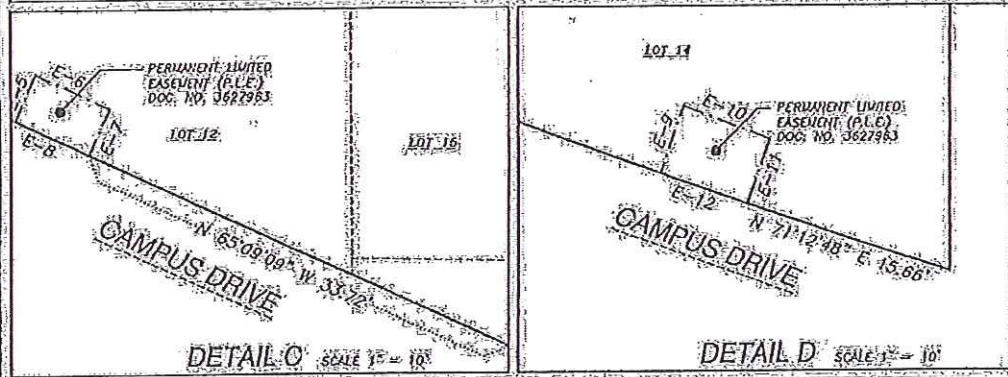
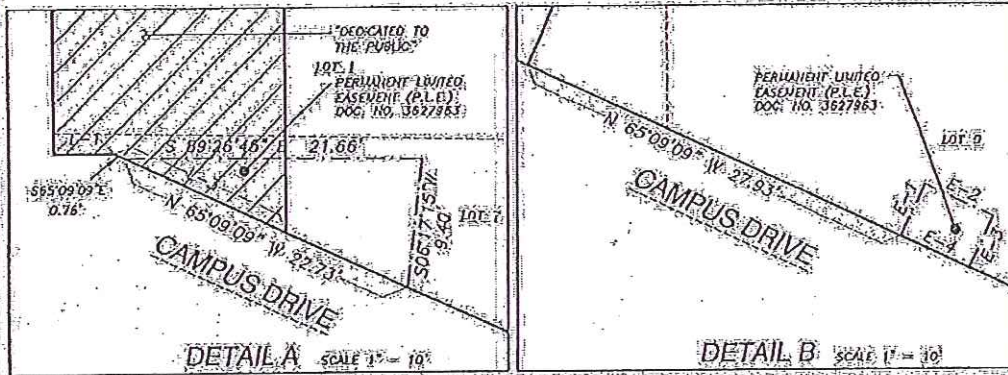


PREPARED BY: JSD JAMES T. DUNN, INC. 1860 VAN HISE HALL 1220 LINDEN DRIVE MADISON, WI 53706	PREPARED FOR: THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM 1860 VAN HISE HALL 1220 LINDEN DRIVE MADISON, WI 53706	PROJECT NO.: 08-2580 FILE NO.: 8-125 TELEPHONE/PAGE: 383/32 SHEET NO.: 2 OF 5	SURVEYED BY: JJC DRAWN BY: JR CHECKED BY: SO APPROVED BY: DJJ
C.S.M. NO. 12532 DOC. NO. 4465319 VOL. 75 PAGE 222			

CERTIFIED SURVEY MAP NO. 12532

LOTS 1 AND 2, BLOCK 6, BROOKS' ADDITION TO MADISON AND LOTS 1 THRU 18, RESUBDIVISION OF A PART OF BLOCK 6, BROOKS' ADDITION TO MADISON, EXCEPTING THEREFROM THAT PORTION USED FOR CAMPUS DRIVE, BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWN 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

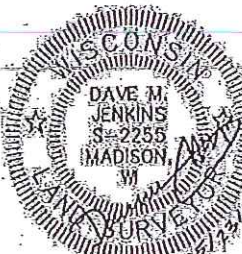
EASEMENT DETAILS



LEGEND

- GOVERNMENT CORNER
- DRILL HOLE SET
- DRILL HOLE FOUND
- REBAR FOUND
- PROPERTY LINE
- EASEMENT LINE
- EXISTING LOT LINE
- PLATTED LOT LINE
- FRONT-OF-WALK LINE
- CENTERLINE
- SECTION LINE
- BURIED
- PROPERTY CORNER ELEVATION
- RECORDED INFORMATION

LINE	DIRECTION	LENGTH
E-1	N 24°48'14" E	4.08
E-2	S 65°11'46" E	5.50
E-3	S 24°48'14" W	4.02
E-4	N 65°09'09" W	5.50
E-5	N 24°48'14" E	3.88
E-6	S 65°11'46" E	5.09
E-7	S 24°48'14" W	3.68
E-8	N 65°09'09" W	6.00
E-9	N 19°52'02" E	5.17
E-10	S 68°52'46" E	6.71
E-11	S 18°28'30" W	4.98
E-12	N 70°29'33" W	6.77



Lands in this Certified Survey Map are subject to the covenants, conditions, restrictions and reservations contained in the PUB-GDP recorded as Document No. 4399533.

PREPARED BY: JSD J. S. Dwyer 161 Roscoe Lane, Suite 101 Menasha, Wisconsin 53251 Phone: (608) 785-5850	PREPARED FOR: THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM 1860 VAN HISE HALL 1220 LINDEN DRIVE MADISON, WI 53706	PROJECT NO.: 05-1361 P.L.C. NO.: B-125 FIELDBOOK NO.: 183/32 SHEET NO.: 3 OF 5	SURVEYED BY: JK DRAWN BY: JK CHECKED BY: SO APPROVED BY: DJW	C.S.M. NO. 12532 DOC. NO. 4746531 VOL. 76 PAGE 223
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CERTIFIED SURVEY MAP NO. 12532

LOTS 1 AND 2, BLOCK 6, BROOKS ADDITION TO MADISON AND LOTS 1 THRU 18, RESUBDIVISION OF A PART OF BLOCK 6, BROOKS ADDITION TO MADISON, EXCEPTING THEREFROM THAT PORTION USED FOR CAMPUS DRIVE, BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWN 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK 6, BROOKS ADDITION TO MADISON AND LOTS 1 THRU 18, RESUBDIVISION OF A PART OF BLOCK 6, BROOKS ADDITION TO MADISON, EXCEPTING THEREFROM THAT PORTION USED FOR CAMPUS DRIVE, BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWN 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, AFORESAID; THENCE NORTH 89°07'06" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 AFORESAID, 909.20 FEET; THENCE NORTH 00°13'55" WEST, 1694.06 FEET TO A POINT ON THE CURVING NORTHEASTERLY RIGHT-OF-WAY LINE OF CAMPUS DRIVE, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH ORCHARD STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY 102.12 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 891.39 FEET, THE CHORD WHICH BEARS NORTH 68°28'05" WEST 102.07 FEET TO A POINT OF TANGENCY, THENCE NORTH 65°09'09" WEST, 301.89 FEET; THENCE NORTH 89°38'00" WEST, 4.45 FEET TO THE WEST LINE OF SAID BLOCK 6, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH RANDALL AVENUE; THENCE NORTH 00°14'33" WEST ALONG SAID LINE, 141.51 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 6, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE; THENCE SOUTH 89°16'32" EAST ALONG SAID LINE, 372.73 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE SOUTH 00°13'53" EAST ALONG THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 301.20 FEET TO THE POINT OF BEGINNING.

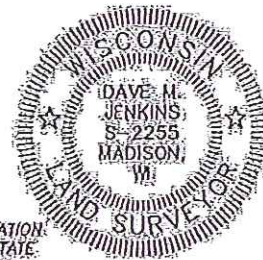
SAID PARCEL CONTAINS 83,110 SQUARE FEET OR 1.908 ACRES.

SURVEYOR'S CERTIFICATE

I, DAVE M. JENKINS, REGISTERED LAND SURVEYOR, S-2255, DO HEREBY CERTIFY THAT UNDER THE DIRECTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

Dave M. Jenkins
 DAVE M. JENKINS, S-2255
 REGISTERED LAND SURVEYOR

05/27/08
 DATE



CORPORATE OWNER'S CERTIFICATE

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID BOARD HAS CAUSED THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. SAID BOARD ALSO CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF MADISON FOR APPROVAL.

Deborah A. Durcan
 DEBORAH A. DURCAN
 VICE PRESIDENT FOR FINANCE,
 UNIVERSITY OF WISCONSIN SYSTEM ADMINISTRATION

05/29/08
 DATE

STATE OF WISCONSIN)ss
 DANE COUNTY)

PERSONALLY CAME BEFORE ME THIS 27th DAY OF May, 2008.
 THE ABOVE NAMED REPRESENTATIVE OF THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Notary Public
 NOTARY PUBLIC, STATE OF WISCONSIN

IN PERMANENT
 MY COMMISSION EXPIRES

PREPARED BY JSD JAMES S. DUNN 1817 HERRING ROAD, SUITE 101 MADISON, WISCONSIN 53703 PHONE (608) 261-2200	PREPARED FOR: THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM 1860 VAN HISE HALL 1220 LINDEN DRIVE MADISON, WI 53706	PROJECT NO: 06-2580 FILE NO: P-1231 FIELDBOOK/PC: 183/52 SHEET NO: 3 OF 5	SURVEYED BY: JK DRAWN BY: JK CHECKED BY: SO APPROVED BY: DMJ
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C.S.M. NO. 12532
 DOC. NO. 4465319
 VOL. 76 PAGE 224

CERTIFIED SURVEY MAP NO. 12532

LOTS 1 AND 2, BLOCK 6, BROOKS' ADDITION TO MADISON AND LOTS 1 THRU 18, RESUBDIVISION OF A PART OF BLOCK 6, BROOKS' ADDITION TO MADISON, EXCEPTING THEREFROM THAT PORTION USED FOR CAMPUS DRIVE, BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWN 7 NORTH, RANGE 9 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

CITY OF MADISON PLAN COMMISSION

APPROVED FOR RECORDING PER CITY OF MADISON PLAN COMMISSION THIS 3rd DAY OF SEPT. 2008.

[Signature] For 3 SEPT 2008
 MARK A. OLINGER, SECRETARY OF DATE
 CITY OF MADISON PLAN COMMISSION

CERTIFICATE OF CITY TREASURER

BEING THE DULY ELECTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF MADISON, I HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF SEPT 5 2008 ON ANY OF THE LAND INCLUDED IN THIS CERTIFIED SURVEY MAP.

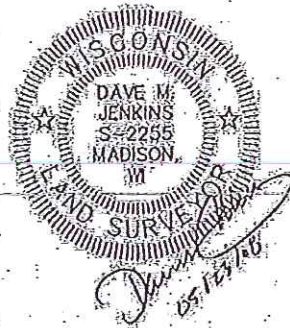
[Signature] 9/5/08
 CITY OF MADISON TREASURER DATE

MADISON COMMON COUNCIL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HEREBY APPROVED BY ENACTMENT NUMBER 09-0391 FILE NUMBER 09799, ENACTED ON THIS 8th DAY OF APRIL 2008, AND THAT SAID ENACTMENT FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS AND RIGHTS DEDICATED BY SAID CERTIFIED SURVEY MAP TO THE CITY OF MADISON FOR PUBLIC USE.

DATED THIS 3rd DAY OF September, 2008.

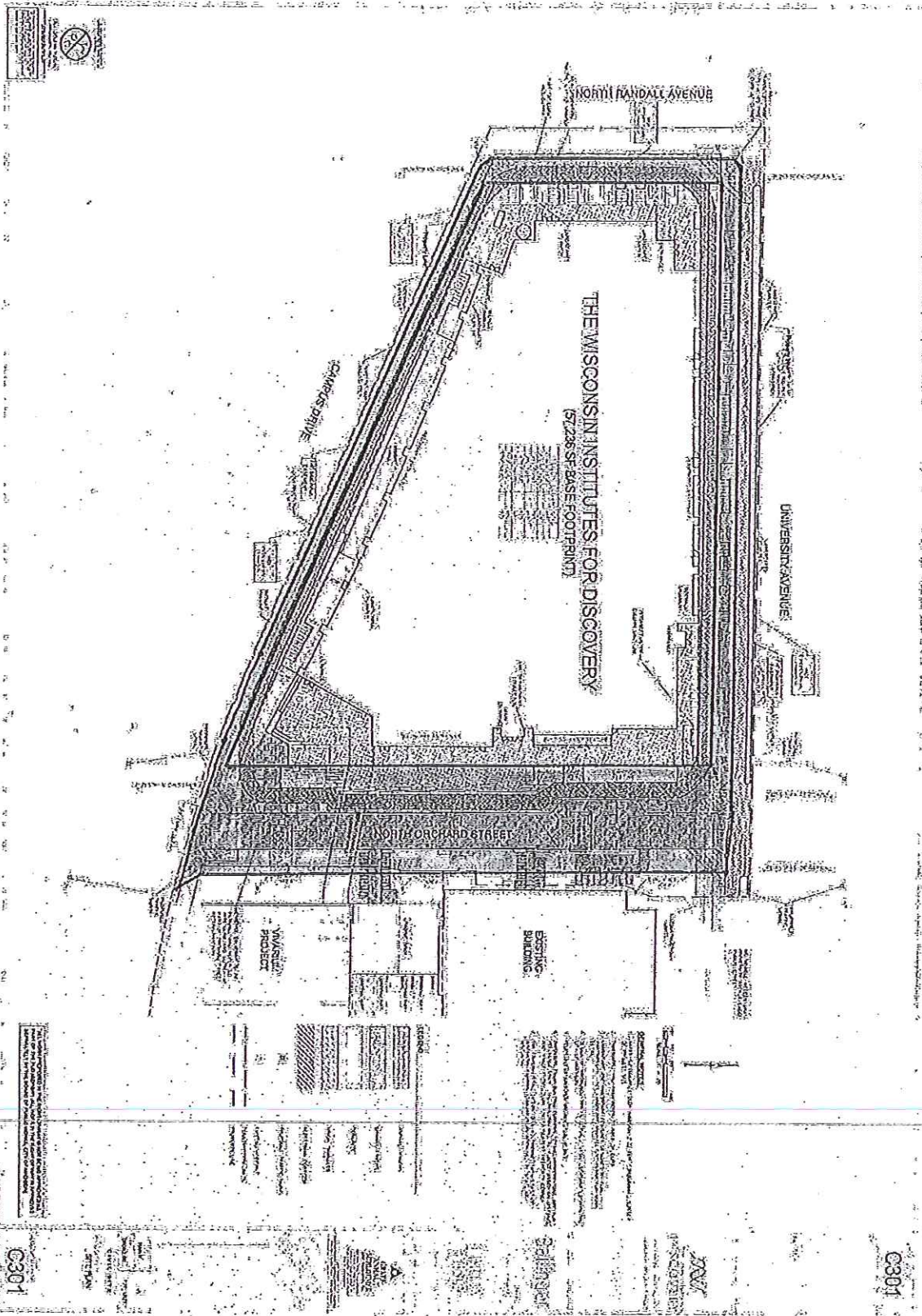
[Signature]
 CITY CLERK, CITY OF MADISON, DANE COUNTY, WISCONSIN

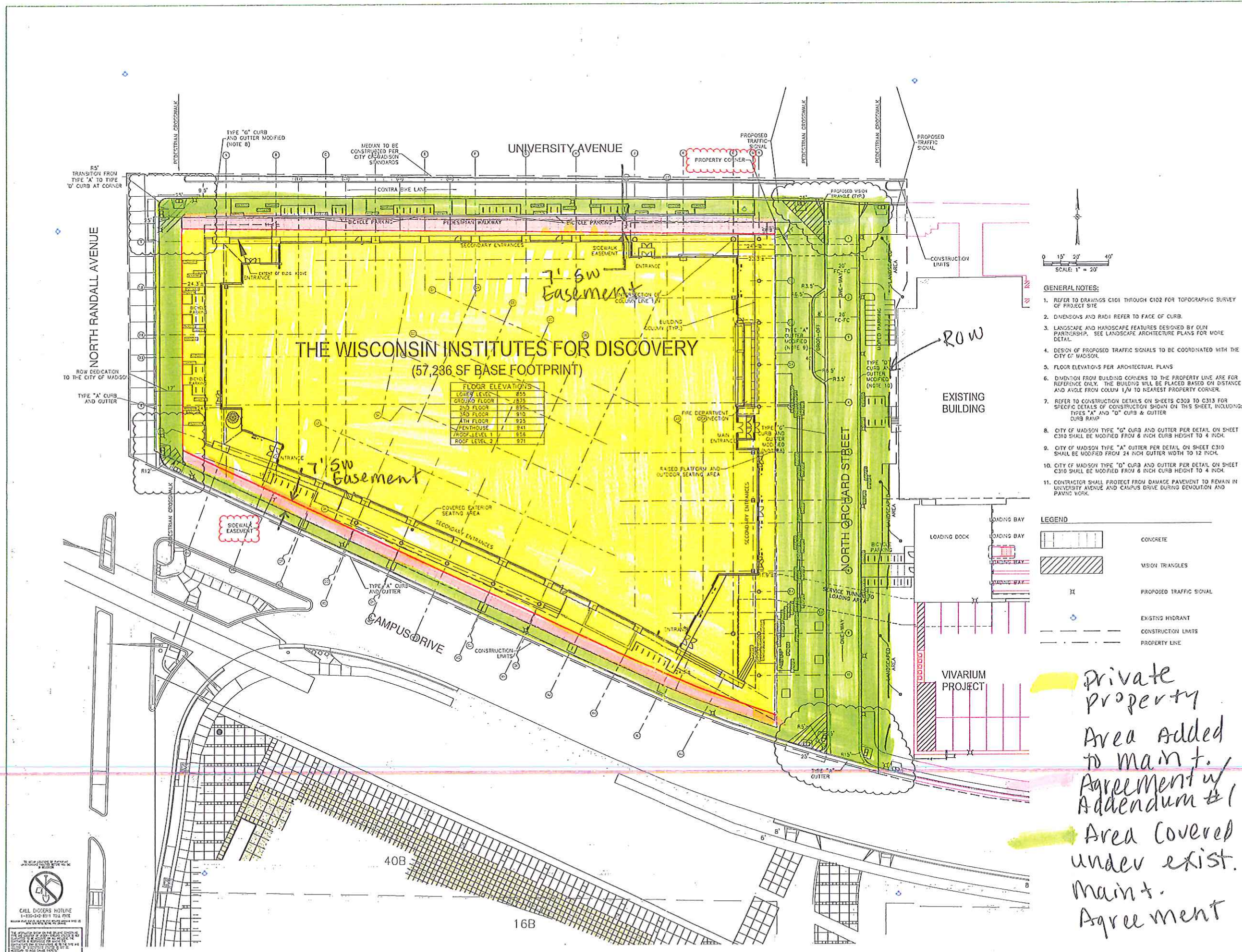


OFFICE OF THE REGISTER OF DEEDS	
Dane COUNTY, WISCONSIN	
RECEIVED FOR RECORD	Sept 5
2008 AT 12:52 O'CLOCK P.M.	
DOCUMENT #	4465319
IN VOL. #	78 OF CERTIFIED SURVEY
MAPS ON PAGE(S)	221-225
[Signature]	
REGISTER OF DEEDS	
By [Signature]	

PREPARED BY: JSD JSD Surveying & Engineering, Inc. 181 Horizon Drive, Suite 101 Verona, Wisconsin 53593 Phone: (608) 514-2662	PREPARED FOR: THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM 1860 VAN HISE HALL 1220 LINDEN DRIVE MADISON, WI 53706	PROJECT NO. 05-2580 FILE NO. B-125 FLOOBOK/PG. 183/52 SHEET NO. 5 OF 5	SURVEYED BY: JK DRAWN BY: JK CHECKED BY: SG APPROVED BY: DW	O.S.M. NO. 12532 DOC. NO. 4465319 VOL. 78 PAGE 225
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Exhibit B - Maintenance Area





DRAWING NUMBER
C302

SEAL

Key Plan

WISCONSIN INSTITUTES FOR DISCOVERY
Wisconsin Institute for Discovery
The Magdalen Institute for Research

Ballinger
Architecture, Engineering, Planning
833 Chestnut Street
Philadelphia, PA 19107
Tel: 481-420-0200
Fax: 481-420-0201
www.ballinger.com

UHLEIN WILSON ARCHITECTS
1000 N. 2nd Street
Madison, WI 53702
Tel: 608-261-1100
Fax: 608-261-1101
www.uhleinwilson.com

GRAEF ANHALT SCHILDERER and Associates, Inc.
Civil Engineers and Surveyors
2000 East Main Street
Madison, WI 53704
Tel: 608-261-1100
Fax: 608-261-1101
www.graef.com

NO.	DESCRIPTION	DATE
3	Revised E2	04/05/10
2	Revised E2	03/25/10
1	Addendum No. 3	12/10/09

DRAWING ISSUE

DESIGNED BY	RMJLJ	CHECKED BY	JL
PROJECT	00092.00	SCALE	1" = 20'

CIVIL SITE
DRAWING TITLE
SITE PLAN

DRAWING NUMBER
C302

Private property Area added to main + Agreement w/ Addendum #1

Area covered under exist. main + Agreement