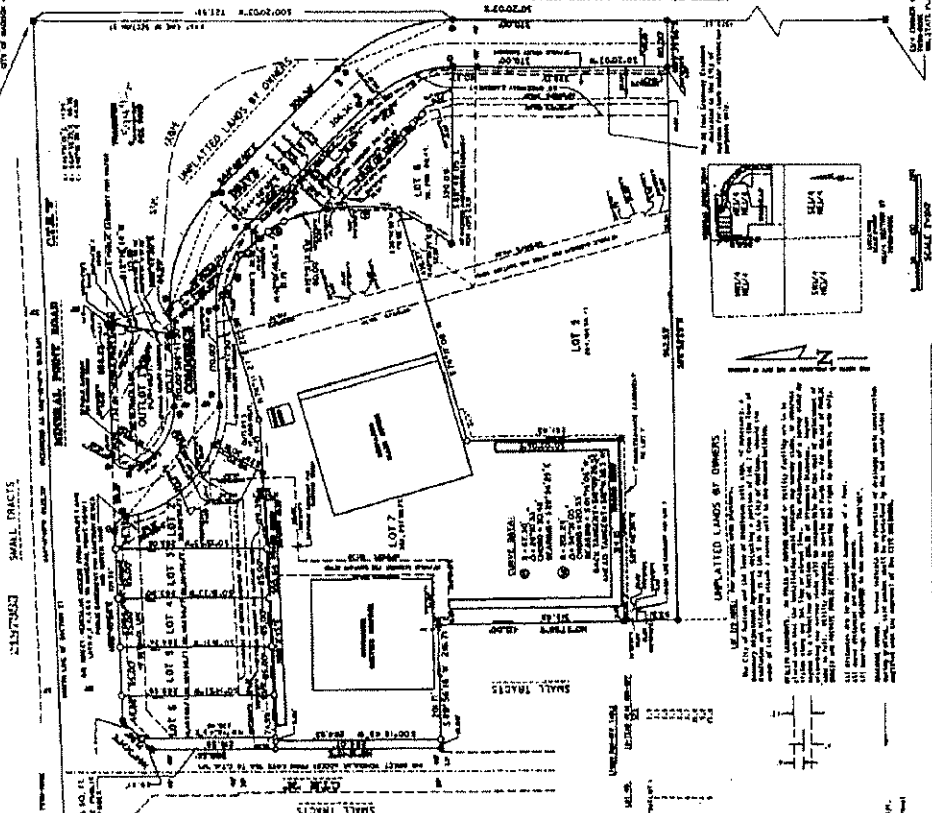


Legibility Impaired

001047

[illegible]

WILLIAM CONGRESSIONAL PARK
A PART OF THE NW 1/4 OF THE NW 1/4 SECTION 37
TOWN 106 NORTH OF MADISON, DANE COUNTY, WISCONSIN

[illegible]

<p>UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION WASHINGTON, D. C. 20535</p> <p>MEMORANDUM FOR THE DIRECTOR SUBJECT: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p>	<p>TO: [REDACTED]</p> <p>FROM: [REDACTED]</p> <p>SUBJECT: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p>	<p>RE: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p>	<p>RE: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p>	<p>RE: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>BY: [REDACTED]</p>
<p>1. [REDACTED]</p> <p>2. [REDACTED]</p> <p>3. [REDACTED]</p> <p>4. [REDACTED]</p> <p>5. [REDACTED]</p> <p>6. [REDACTED]</p> <p>7. [REDACTED]</p> <p>8. [REDACTED]</p> <p>9. [REDACTED]</p> <p>10. [REDACTED]</p>	<p>11. [REDACTED]</p> <p>12. [REDACTED]</p> <p>13. [REDACTED]</p> <p>14. [REDACTED]</p> <p>15. [REDACTED]</p> <p>16. [REDACTED]</p> <p>17. [REDACTED]</p> <p>18. [REDACTED]</p> <p>19. [REDACTED]</p> <p>20. [REDACTED]</p>	<p>21. [REDACTED]</p> <p>22. [REDACTED]</p> <p>23. [REDACTED]</p> <p>24. [REDACTED]</p> <p>25. [REDACTED]</p> <p>26. [REDACTED]</p> <p>27. [REDACTED]</p> <p>28. [REDACTED]</p> <p>29. [REDACTED]</p> <p>30. [REDACTED]</p>	<p>31. [REDACTED]</p> <p>32. [REDACTED]</p> <p>33. [REDACTED]</p> <p>34. [REDACTED]</p> <p>35. [REDACTED]</p> <p>36. [REDACTED]</p> <p>37. [REDACTED]</p> <p>38. [REDACTED]</p> <p>39. [REDACTED]</p> <p>40. [REDACTED]</p>	<p>41. [REDACTED]</p> <p>42. [REDACTED]</p> <p>43. [REDACTED]</p> <p>44. [REDACTED]</p> <p>45. [REDACTED]</p> <p>46. [REDACTED]</p> <p>47. [REDACTED]</p> <p>48. [REDACTED]</p> <p>49. [REDACTED]</p> <p>50. [REDACTED]</p>
<p>51. [REDACTED]</p> <p>52. [REDACTED]</p> <p>53. [REDACTED]</p> <p>54. [REDACTED]</p> <p>55. [REDACTED]</p> <p>56. [REDACTED]</p> <p>57. [REDACTED]</p> <p>58. [REDACTED]</p> <p>59. [REDACTED]</p> <p>60. [REDACTED]</p>	<p>61. [REDACTED]</p> <p>62. [REDACTED]</p> <p>63. [REDACTED]</p> <p>64. [REDACTED]</p> <p>65. [REDACTED]</p> <p>66. [REDACTED]</p> <p>67. [REDACTED]</p> <p>68. [REDACTED]</p> <p>69. [REDACTED]</p> <p>70. [REDACTED]</p>	<p>71. [REDACTED]</p> <p>72. [REDACTED]</p> <p>73. [REDACTED]</p> <p>74. [REDACTED]</p> <p>75. [REDACTED]</p> <p>76. [REDACTED]</p> <p>77. [REDACTED]</p> <p>78. [REDACTED]</p> <p>79. [REDACTED]</p> <p>80. [REDACTED]</p>	<p>81. [REDACTED]</p> <p>82. [REDACTED]</p> <p>83. [REDACTED]</p> <p>84. [REDACTED]</p> <p>85. [REDACTED]</p> <p>86. [REDACTED]</p> <p>87. [REDACTED]</p> <p>88. [REDACTED]</p> <p>89. [REDACTED]</p> <p>90. [REDACTED]</p>	<p>91. [REDACTED]</p> <p>92. [REDACTED]</p> <p>93. [REDACTED]</p> <p>94. [REDACTED]</p> <p>95. [REDACTED]</p> <p>96. [REDACTED]</p> <p>97. [REDACTED]</p> <p>98. [REDACTED]</p> <p>99. [REDACTED]</p> <p>100. [REDACTED]</p>
<p>101. [REDACTED]</p> <p>102. [REDACTED]</p> <p>103. [REDACTED]</p> <p>104. [REDACTED]</p> <p>105. [REDACTED]</p> <p>106. [REDACTED]</p> <p>107. [REDACTED]</p> <p>108. [REDACTED]</p> <p>109. [REDACTED]</p> <p>110. [REDACTED]</p>	<p>111. [REDACTED]</p> <p>112. [REDACTED]</p> <p>113. [REDACTED]</p> <p>114. [REDACTED]</p> <p>115. [REDACTED]</p> <p>116. [REDACTED]</p> <p>117. [REDACTED]</p> <p>118. [REDACTED]</p> <p>119. [REDACTED]</p> <p>120. [REDACTED]</p>	<p>121. [REDACTED]</p> <p>122. [REDACTED]</p> <p>123. [REDACTED]</p> <p>124. [REDACTED]</p> <p>125. [REDACTED]</p> <p>126. [REDACTED]</p> <p>127. [REDACTED]</p> <p>128. [REDACTED]</p> <p>129. [REDACTED]</p> <p>130. [REDACTED]</p>	<p>131. [REDACTED]</p> <p>132. [REDACTED]</p> <p>133. [REDACTED]</p> <p>134. [REDACTED]</p> <p>135. [REDACTED]</p> <p>136. [REDACTED]</p> <p>137. [REDACTED]</p> <p>138. [REDACTED]</p> <p>139. [REDACTED]</p> <p>140. [REDACTED]</p>	<p>141. [REDACTED]</p> <p>142. [REDACTED]</p> <p>143. [REDACTED]</p> <p>144. [REDACTED]</p> <p>145. [REDACTED]</p> <p>146. [REDACTED]</p> <p>147. [REDACTED]</p> <p>148. [REDACTED]</p> <p>149. [REDACTED]</p> <p>150. [REDACTED]</p>
<p>151. [REDACTED]</p> <p>152. [REDACTED]</p> <p>153. [REDACTED]</p> <p>154. [REDACTED]</p> <p>155. [REDACTED]</p> <p>156. [REDACTED]</p> <p>157. [REDACTED]</p> <p>158. [REDACTED]</p> <p>159. [REDACTED]</p> <p>160. [REDACTED]</p>	<p>161. [REDACTED]</p> <p>162. [REDACTED]</p> <p>163. [REDACTED]</p> <p>164. [REDACTED]</p> <p>165. [REDACTED]</p> <p>166. [REDACTED]</p> <p>167. [REDACTED]</p> <p>168. [REDACTED]</p> <p>169. [REDACTED]</p> <p>170. [REDACTED]</p>	<p>171. [REDACTED]</p> <p>172. [REDACTED]</p> <p>173. [REDACTED]</p> <p>174. [REDACTED]</p> <p>175. [REDACTED]</p> <p>176. [REDACTED]</p> <p>177. [REDACTED]</p> <p>178. [REDACTED]</p> <p>179. [REDACTED]</p> <p>180. [REDACTED]</p>	<p>181. [REDACTED]</p> <p>182. [REDACTED]</p> <p>183. [REDACTED]</p> <p>184. [REDACTED]</p> <p>185. [REDACTED]</p> <p>186. [REDACTED]</p> <p>187. [REDACTED]</p> <p>188. [REDACTED]</p> <p>189. [REDACTED]</p> <p>190. [REDACTED]</p>	<p>191. [REDACTED]</p> <p>192. [REDACTED]</p> <p>193. [REDACTED]</p> <p>194. [REDACTED]</p> <p>195. [REDACTED]</p> <p>196. [REDACTED]</p> <p>197. [REDACTED]</p> <p>198. [REDACTED]</p> <p>199. [REDACTED]</p> <p>200. [REDACTED]</p>

Easements

Document Number

**ELECTRIC TRANSMISSION LINE EASEMENT
CERTIFICATE OF COMPENSATION
NOTICE OF RIGHT OF APPEAL**



**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4802542**

10/19/2011 3:17 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 6

Record this document with the Register of Deeds

The undersigned Grantor(s) **James A. Shapiro** (hereinafter called the "Landowner"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC**, a Wisconsin limited liability company, (hereinafter called the "Grantee"), the Grantees successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate inspect and patrol electric transmission line facilities, including but not limited to wires, poles, guy lines, anchors, and associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across the perpetual easement strip within the following described lands owned by the Grantor(s) in the NE ¼ of Section 27, T07N, R08E, City of Madison, County of Dane, State of Wisconsin, described as follows:

PARCEL 1: Lot Six (6) and the Westerly 6 feet of Lot Five (5), Menard Commercial Park Plat, in the city of Madison, Dane County, Wisconsin.

PARCEL 2: Ingress and egress easement for the benefit of PARCEL 1, created by Reciprocal Easement Agreement recorded in Volume 16071 of Records, Page 1, as Document No. 2267979 and by Agreement of Acceptance of Reciprocal Easement Agreement recorded in Volume 25413 of Records, Page 34, as Document No. 2541568, and as shown on the recorded plat of Menard Commercial Park.

The perpetual easement strip granted herein is described and shown on the Exhibit "A" attached hereto and made a part hereof.

Name and Return Address:

**American Transmission Company LLC
Attn: Real Estate Department / LH
2 Fen Oak Court
Madison, WI 53718**

Parcel Identification Number(s)

251/0708-271-0106-8

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Construct, install, maintain, operate, repair, replace, rebuild, inspect, patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Landowner located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

Landowner, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the perpetual easement strip. Landowner, for itself, its successors and assigns, further agrees that within the limits of the perpetual easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee. A non-residential building may be allowed within the ATC easement subject to the following conditions: a) Obtain design approval from Grantee to ensure grades and clearances are maintained, b) The top of the building cannot exceed an elevation of 1,090 feet above sea level based on vertical datum NAVD88, and c) The building must be located at least twenty-five feet (25') from the centerline of the ATC transmission line. Parking lots are allowed within the ATC easement subject to design approval from Grantee, to ensure that grades and clearances are maintained.

It is understood and agreed that the Landowner shall have the right to maintain the present existing sign within the above described strip of land; If landowner wishes to modify, enlarge, or replace existing sign at the current location, the top of the sign cannot exceed an elevation of 1,090 feet above sea level based on vertical datum NAVD88. This and any other location within the easement requires prior written approval of the Grantee to ensure safety standards and clearances are maintained. Landowner agrees not to install any antennae or other appendages on said sign which will cause Grantee's facilities to be in violation of any applicable laws and governmental regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto, or perform any work on said sign other than normal maintenance

6

of said structure within said described strip of land. It is understood and agreed, however, that the Landowner has the right to repair the existing structure within its present boundaries in said strip of land, in the event of destruction, damage or deterioration.


This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A" and "B", attached hereto and incorporated herein.

As provided by PSC 113, the landowner(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the landowner's rights and options in the easement negotiating process. The landowner(s) hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five days to review such materials.

Landowner warrants and represents that Landowner has good title to the property described herein, free and clear from all liens and encumbrances, except: M & I Marshall & Ilsley Bank

WITNESS the signature of the Landowner this 28th day of September, 2011.




Signature (SEAL)
James A. Shapiro
Printed Name

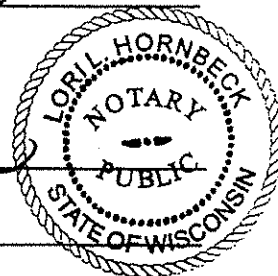
ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Dane) ss

Personally came before me this 28th day of September, 2011, the above named James A. Shapiro
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Signature of Notary
Lori L. Hornbeck
Printed Name of Notary



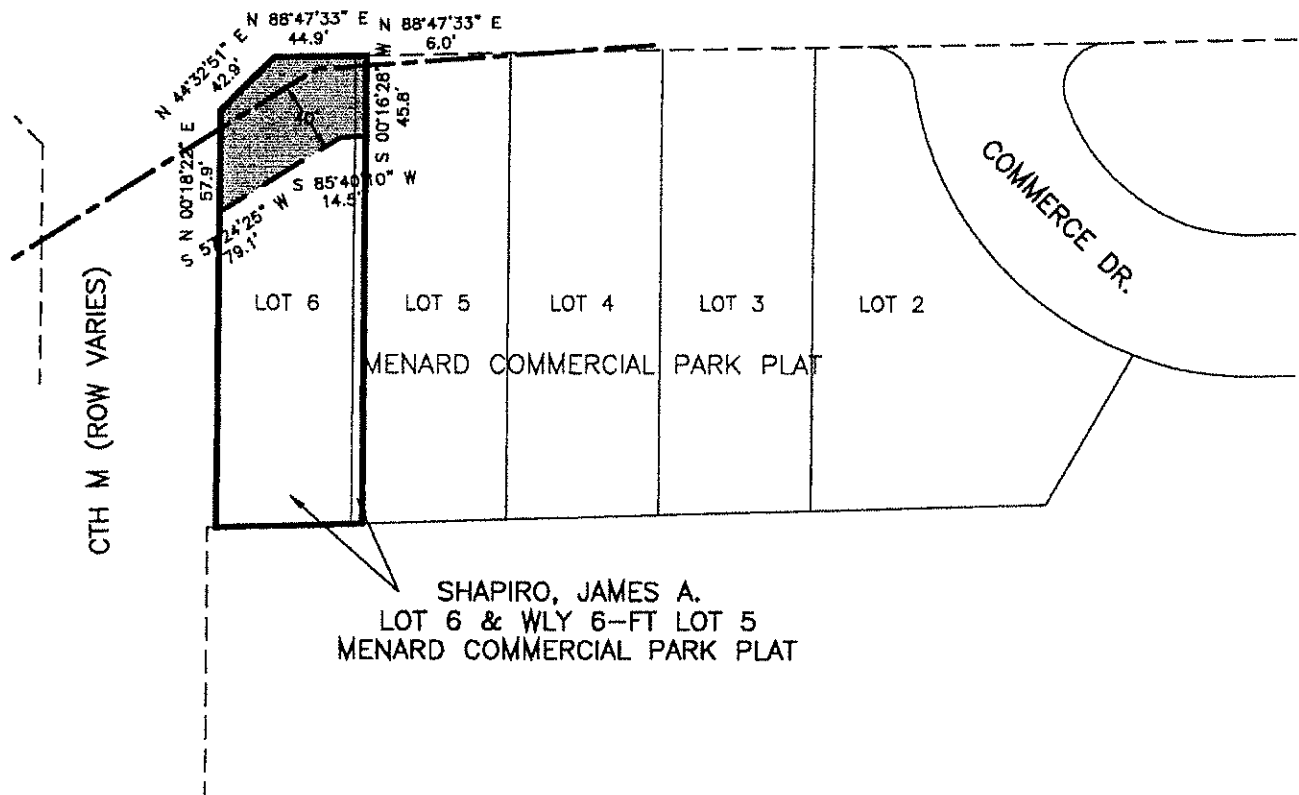
Notary Public, State of Wisconsin
My Commission Expires (Is) September 22, 2013

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY, LLC
W234 W2000 RIDGEVIEW PKWY. CT.
WAUKESHA, WI 53188

GRANTOR: SHAPIRO, JAMES A.
1202 REGENT ST.
MADISON, WI 53715
PIN 251/0708-271-0106-8

MINERAL POINT ROAD (ROW VARIES)

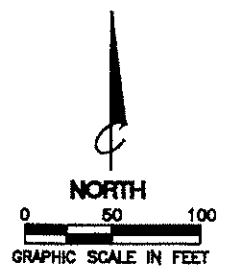


SHAPIRO, JAMES A.
LOT 6 & WLY 6-FT LOT 5
MENARD COMMERCIAL PARK PLAT

MAP KEY
ATC TRANSMISSION
LINE EASEMENT
= 0.107 ACRES +/-

LEGEND
 --- TRANSMISSION EASEMENT
 --- TRANSMISSION RIGHT OF WAY LINE
 --- TRANSMISSION CENTERLINE
 --- SECTION LINE AND ONE-QUARTER SECTION LINE

--- QUARTER-QUARTER SECTION LINE
 --- PROPERTY LINE
 --- ROAD RIGHT OF WAY LINE
 [Symbol] SECTION CORNER MONUMENT



**SPATIAL DATA
SURVEYS**

SPATIAL DATA SURVEYS, LLC
580 ARTHUR STREET
VERONA, WI 53593
(608)-845-2048

NOTE: BEARINGS FOR THIS MAP
ARE BASED ON THE WISCONSIN
STATE PLANE COORDINATE
SYSTEM, NAD83 (2007).

© AMERICAN TRANSMISSION
COMPANY 2011

Drawn: JDP
Date: 05/04/2011
Scale: 1"= 100'

SHEET
NUMBER 1 OF 2

THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION
COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL
WARRANTIES BOTH EXPRESSED AND IMPLIED. USE BY ANYONE OTHER
THAN AMERICAN TRANSMISSION COMPANY IS AT THEIR OWN RISK.

REVISIONS

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY, LLC
W234 W2000 RIDGEVIEW PKWY. CT.
WAUKESHA, WI 53188

GRANTOR: SHAPIRO, JAMES A.
1202 REGENT ST.
MADISON, WI 53715
PIN 251/0708-271-0106-8

LEGAL DESCRIPTION:

AN EASEMENT WHICH CROSSES THE GRANTOR'S PREMISES LOCATED IN LOT 6 AND THE WESTERLY 6 FEET OF LOT 5, MENARD COMMERCIAL PARK PLAT, RECORDED IN THE OFFICE OF THE DANE COUNTY, WI REGISTER OF DEEDS AS DOC. NO. 2187983, CITY OF MADISON, DANE COUNTY, WISCONSIN, AS SHOWN ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 6, MENARD COMMERCIAL PARK PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6, N 88°47'33" E, 6.0 FEET;

THENCE S 00°16'28" W, 45.8 FEET;

THENCE S 85°40'10" W, 14.5 FEET;

THENCE S 57°24'55" W, 79.1 FEET TO THE WESTERLY LINE OF SAID LOT 6;

THENCE ALONG SAID WESTERLY LINE OF LOT 6, N 00°18'22" E, 57.9 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHWESTERLY LINE OF LOT 6, N 44°32'51" E, 42.9 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHERLY LINE OF LOT 6, N 88°47'33" E, 44.9 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 4,681 SQUARE FEET OR 0.107 ACRES, MORE OR LESS, SUBJECT TO RECORDED AND UNRECORDED RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS.



THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL WARRANTIES BOTH EXPRESSED AND IMPLIED. USE BY ANYONE OTHER THAN AMERICAN TRANSMISSION COMPANY IS AT THEIR OWN RISK.

**SPATIAL DATA
SURVEYS**

SPATIAL DATA SURVEYS, LLC
580 ARTHUR STREET
VERONA, WI 53593
(800)-845-2048

NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD83 (2007).

© AMERICAN TRANSMISSION COMPANY 2011

REVISIONS

Drawn: JDP

Date: 05/04/2011

Scale: NA

SHEET
NUMBER 2 OF 2

EXHIBIT "B"

CERTIFICATE OF COMPENSATION

SECTION 32.06 (2A) WISCONSIN STATS.

DATED THIS 28th DAY OF September, 2011

Pursuant to Section 32.06(2a) notice is hereby given of the acquisition of a certain perpetual easement attached hereto and made a part hereof by this reference. The names of all persons or parties having an interest of record in the property affected by such perpetual easement immediately prior to the acquisition of the easement are the following:

Landowner(s): James A. Shapiro

Mortgagee(s): M & I Marshall & Ilsley Bank

Land Contract Vendor(s): none

Others:

Such perpetual easement grants unto Grantee, its successors and assigns, licensees and manager the right, permission and authority to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol electric transmission line facilities for the purpose of transmitting electric energy, communications and signals upon, in, over and across the perpetual easement strip as described on the instrument to which this exhibit is attached.

The total consideration paid for such easement was \$ \$108,575.00.

NOTICE OF RIGHT OF APPEAL

In accordance with Section 32.06 (2a) Wisconsin Stats., any of the above named persons or parties shall have six (6) months from the date of the recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court of * County, Wisconsin, who shall assign the matter to the Chairperson of the County Condemnation Commissioners for hearing under Sub. (8). Notification of such petition shall be made to all persons or parties having an interest of record in the above property, and the procedures prescribed under Subs. 9 (a) and (b), 10, 12 and Chs. 808 and 809 shall govern such appeals.

CONSENT TO EASEMENT

Document Number

For and in consideration of the sum of \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned (whether one or more), being the owner of an interest in the real estate described in the attached easement and made a part thereof, said interest arising by virtue of a **Real Estate Mortgage to M&I Marshall & Ilsley Bank**, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on March 7, 2007, as Document Number 4286994. M&I Marshall & Ilsley Bank, does hereby consent to the granting of an easement interest in said property to American Transmission Company LLC and does agree that in the event of the foreclosure of said mortgage, or other sale of the property described in said mortgage, or other sale of the property described in said mortgage under judicial proceedings, the same may be sold subject to said easement.

Record this document with the Register of Deeds

Dated this 16th day of September, 2011.

M&I MARSHALL & ILSLEY BANK

[Signature] (SEAL)
Signature

STEPHEN L. SOSNOWSKI, VICE PRESIDENT
Printed name and title

[Signature] (SEAL)
Signature

DEBRA J. WETZEL
Printed name and title

Name and Return Address:

American Transmission Company, LLC
Real Estate Department/ Lori Hornbeck
2 Fen Oak Ct.
Madison, WI 53718-8810

Parcel Identification Number(s)

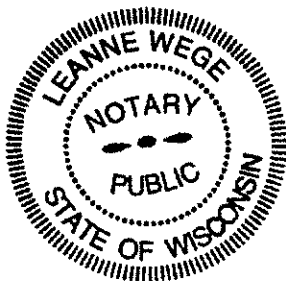
251/0708-271-0106-8

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF)ss

Personally came before me this 16th day of September, 2011, the above named Stephen L. Sosnowski and Debra J. Wetzel

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



[Signature]
Signature of Notary

Leanne Wege
Printed Name of Notary

Notary Public, State of Wisconsin

My commission expires (is) September 1, 2013

2571864

DECLARATION OF RECIPROCAL EASEMENTS
(Part of Menard Commercial Park, Madison, Wisconsin)
In Re: Property Described on Exhibit A

V26455P 58

THIS DECLARATION OF RECIPROCAL EASEMENTS ("Declaration") made this 24th day of January, 1994, by John P. Livesey, of 6515 Grand Teton Plaza, Suite 235, Madison, Wisconsin 53719 ("Livesey").

WHEREAS, Livesey is the owner of certain contiguous parcels of real estate located in the City of Madison, Dane County, Wisconsin, designated as "Parcel A" and "Parcel B" as more fully described on Exhibit A attached hereto; and

WHEREAS, Parcel A and Parcel B comprise an integrated and unified commercial facility; and

WHEREAS, Livesey desires that Parcel A and Parcel B (hereinafter sometimes referred to individually as "Site" and collectively referred to as the "Entire Parcel") continue to be utilized as an integrated and unified commercial facility without regard for future ownership of Parcel A or Parcel B; and

WHEREAS, to that end, Livesey desires to provide reciprocal easements for pedestrian and vehicular ingress, egress, passage and traffic (but not for parking) and for utilities in, over, upon, across and through the Common Areas and such other areas as are hereinafter provided on the Entire Parcel.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the delivery, receipt and sufficiency of which is hereby acknowledged, Livesey declares as follows:

ARTICLE I
DEFINITIONS

1.01. Occupant. The term "Occupant" shall mean and include Livesey, his heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are from time to time devoted primarily to approaches, exits, entrances, side-

40'
7/89

V26455P 59

walks, exterior landscaping, incidental and interior roadways, service roads and other similar areas.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.04. Site Plan. The term "Site Plan" shall mean and refer to the Site Plan of the Entire Parcel attached hereto as Exhibit B.

1.05. Benefitted Site. The term "Benefitted Site" shall mean and refer to those portions of the Entire Parcel which are benefitted by the easements and rights hereinafter set forth and constitute the dominant estate.

1.06. Burdened Site. The term "Burdened Site" shall mean and refer to those portions of the Entire Parcel which are burdened by the easements and rights hereinafter set forth and constitute the servient estate.

ARTICLE II EASEMENTS

2.01. Grant of Easements. Livesey hereby grants to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners.

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (a) each other Site which is contiguous thereto; (b) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (c) the parking areas now and hereafter located on the Entire Parcel; and (d) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in accordance with the Site Plan.

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter

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abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owner thereof from time to time for vehicular accessways, as such portions may be relocated from time to time by such Owner in accordance with the Site Plan. The foregoing shall not include any parking rights or easements.

2.01.3 Utility Easements. Nonexclusive easements for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: Water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or improvements on which such Utility Facilities are located. The Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (a) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (b) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefitted Site(s); (c) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (d) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

2.01.4. Access Easements. Nonexclusive easements in accordance with the access points and driving lanes shown on the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.5. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including grading, balancing and compaction of soils and other sitework materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon.

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2.01.6. Lighting Facilities Easements. Nonexclusive easements for access to and use by the Owners and Occupants of each Site to the public light poles located adjacent to the perimeters of each Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on each Site.

2.01.7. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas of the Entire Parcel.

2.01.8. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably necessary to enable any other Owner of a Site to perform any of the provisions of this Declaration which a defaulting Owner has failed to perform.

2.01.9. Surface Water Drainage. Nonexclusive easements for the flow of a reasonable volume of surface water to the nearest drainage catch basins or waterways; provided, however, that (a) the easement for surface water drainage shall be consistent with an overall surface water drainage plan for the Entire Parcel; and (b) following the construction of Common Areas and buildings on a Benefitted Site, no Owner of the Benefitted Site shall alter the flow of surface water onto a Burdened Site in a manner that would materially increase the volume, or materially decrease the purity or quality, of surface water flowing onto the Burdened Site.

2.02. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Sites and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

ARTICLE III NATURE OF EASEMENTS AND RIGHTS GRANTED

3.01. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Entire

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Parcel which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Entire Parcel which are burdened by such easements and rights shall constitute the servient estate.

3.02. Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- (a) Are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the respective Sites;
- (b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;
- (c) Constitute covenants running with the land; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner or its heirs, representatives, successors or assigns of all or any part of its interest in any Site shall be deemed to:

- (a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and
- (b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the Office of the Register of Deeds of Dane County, Wisconsin.

Notice of each such conveyance and agreement shall be served by the conveying Owner upon each entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying Owner shall thereupon be released from any future obligation under this Declaration

with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The Owners shall execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

ARTICLE IV
MAINTENANCE OF COMMON AREAS

4.01. Common Area Maintenance. Each Owner shall maintain the Common Areas from time to time located on its Site. Such maintenance shall include, but shall not be limited to:

(a) Maintenance, repair and replacement of the surface and subsurface of parking lot and driveways situated on the Common Area to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;

(c) Removal from the Common Areas and parking area of papers, debris, ice, snow, refuse and other hazards to persons using the said areas, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate parking area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

(e) Such painting and repainting as may be required to maintain the parking area and equipment installed thereon in high quality condition.

4.02. Failure to Properly Maintain. In the event that any Owner shall fail to properly maintain that portion of the Common Area which is from time to time located on its Site (such party being herein referred to as the "Defaulting Party"), any other Owner (hereinafter referred to as the "Non-defaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the

specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the Common Area maintenance to be performed by it. The Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Non-defaulting Party may, at its option, correct the Deficiencies. In the event that the Non-defaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Non-defaulting Party of an itemized invoice for the costs incurred by the Non-defaulting Party in correcting the Deficiencies, pay all costs to the Non-defaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the Owner of each Burdened Site will operate and maintain all of the areas of the Burdened Site which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Declaration in sound structural and operating condition, at the sole expense of the Owner of the Burdened Site. The Owner of each Burdened Site, pursuant to Section 2.01.3, will operate and maintain all Utility Facilities located within the boundaries of such Burdened Site in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities), and any expenses occasioned thereby will be borne by the Owners of the Benefitted Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefitted Site bears to the total gross floor area of the improvements located on all Benefitted Sites; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Site, and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the easements provided by Section 2.01.4. The costs of operation and maintenance of the easements provided by Section 2.01.5 shall be borne by the Owner of the Benefitted Site(s).

The costs of operation and maintenance of the easements provided by Section 2.01.6 shall be borne by the Owner of the Benefitted Site(s).

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No costs of operation and maintenance are associated with the easements provided by Section 2.01.7. The cost of the operation and maintenance of the easements provided by Section 2.01.8 shall be borne by the Owner of the Benefitted Site(s) unless a default of the Owner of the Burdened Site(s) caused the use of the easement.

The cost of operation and maintenance of the easements provided by Section 2.01.9 shall be borne by the Owner of the Benefitted Site(s).

4.04. Existing Reciprocal Easement Agreement. It is acknowledged that an existing Reciprocal Easement Agreement recorded June 10, 1991 in the Office of the Register of Deeds for Dane County, Wisconsin as Document No. 2267979 affects the Entire Site. The existing Reciprocal Easement Agreement relates solely to the construction and maintenance of a private access and circulation road (the "Private Road") within a 60' wide right of way along the southern boundary of the Entire Parcel. Notwithstanding any of the provisions of this Agreement, the provisions of the existing Reciprocal Easement Agreement shall apply with regard to all matters concerning the Private Road.

4.05. Taxes. The Owner of each Site shall pay, or cause to be paid, all real estate taxes and special assessments which are levied against that portion of the Common Area on its Site prior to delinquency of such taxes or special assessments.

ARTICLE V ENFORCEMENT - INJUNCTIVE RELIEF

5.01. Remedies. In the event of any violation by any Owner or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the Owners, or their respective successors or assigns, as the case may be, shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other Owners and to the persons or entity guilty of such violation or threatened violation.

5.02. Notice. An Owner will not be in default under this Declaration unless such Owner shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of

time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. Breach Does Not Affect Declaration. It is expressly agreed that no breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which the Owners may have by reason of any breach of this Declaration.

ARTICLE VI
RESTRICTION ON DEVELOPMENT

6.01. Site Plan. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan attached as Exhibit B. It is acknowledged however, that revisions may be necessary from time to time to accommodate changing use and/or Owners. Except for those matters where other provisions of this Declaration specifically prohibit or limit revisions, any Owner may reasonably revise the Site Plan as it pertains to such Owner's Site.

6.02. Access Modification. No curb cuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of all Owners.

ARTICLE VII
MUTUAL INDEMNIFICATION

7.01. Indemnification. Each Owner, with respect to its portion of the Entire Parcel, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Owner to maintain its portion of the Entire Parcel in a safe and proper condition. Each Owner shall give each other Owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

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ARTICLE VIII
INSURANCE AND SUBROGATION

8.01. Casualty Liability Insurance. Each Owner shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Each Owner shall also obtain and maintain reasonable and adequate comprehensive public liability insurance covering injuries to persons and property on, in or about its Site. All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do business in the State of Wisconsin, and all such policies shall contain a waiver of the right of subrogation provided that such waiver does not invalidate the policy. In the event that an extra charge is imposed for including a waiver of subrogation in a policy, the Owner(s) benefiting therefrom shall pay the extra charge upon billing by the Owner of the policy. If the extra charge is not paid, this requirement for waiver of subrogation shall not be effective with regard to such policy. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by any Owner, and (b) such Owner is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Owner hereby releases each other Owner from any liability it may have on account of loss, cost, damage or expense.

ARTICLE IX
CONDEMNATION AND DAMAGE

9.01. Condemnation Awards. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the Owner thereof and no claim thereto shall be made by the other Owner; provided, however, that all other Owners may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the Sites of such other Owners resulting from the severance of the appurtenant Common Areas so condemned or taken. The Owner of the Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such Owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other Owner. Nothing contained herein shall require any Owner to construct other than a ground-level parking lot. If any buildings or other improvements on a Site are condemned or taken, then the resulting award shall first be made

available and used for repair and reconstruction of such buildings or other improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such condemnation or taking, and any amounts of the award not needed for the repair and replacement that can be reasonably made shall be retained and be the sole property of the Owner of the land, building or improvement taken.

9.02 Damage. In the event that any improvement on any Site shall be damaged or destroyed in whole or in part by any casualty required to be insured against under this Declaration, the Owner thereof shall at its sole expense either: (i) promptly repair or rebuild the same as nearly as is practicable to the condition existing prior to the damage; or (ii) raze all portions of the improvement not being repaired, clear away all debris and leave the Site in a clean, orderly and sightly condition. Notwithstanding the foregoing, the disposition of insurance proceeds as between such Owner and its lender/mortgagee shall not be governed by this provision but shall be governed by agreement(s) by and between the Owner and its lender/mortgagee.

ARTICLE X DURATION AND TERMINATION

10.01. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall be of perpetual duration.

10.02. Amendment. This Declaration, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Dane County, Wisconsin, which document must be executed by all of the Owners and mortgagees, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Parcel.

ARTICLE XI NOT A PUBLIC DEDICATION

11.01. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication or any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of Livesey that this Declaration will be strictly limited to and for the purposes expressed herein.

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ARTICLE XII
RECORDING

12.01. A fully executed counterpart of this Declaration of Reciprocal Easements shall be recorded in the Office of the Register of Deeds of Dane County, Wisconsin.

ARTICLE XIII
BENEFIT

13.01. This Declaration shall inure to the benefit of, and be binding upon, the Owners of the Sites and their respective heirs, executors, representatives, successors and assigns.

ARTICLE XIV
WAIVER

14.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XV
SEVERABILITY

15.01. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVI
APPLICABLE LAW

16.01. This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

ARTICLE XVII
COUNTERPARTS

17.01. This Declaration may be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XVIII
NOTICE

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18.01. All notices under this Declaration shall be effective when deposited in the U.S. Mail as certified or registered mail return receipt requested; when deposited for delivery with a commercial overnight delivery service; or when personally delivered. The Address for Livesey is as follows (unless notice of a change of address is given pursuant hereto):

John P. Livesey
6515 Grand Teton Plaza, Suite 145
P.O. Box 5618
Madison, WI 53705-0618
Telephone = 608/833-2929
Telecopy = 608/833-5197


IN WITNESS WHEREOF, Livesey has executed this Declaration of Reciprocal Easements as of the day and year first above written.



John P. Livesey

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 24th day of ~~November 1988~~ ^{JANUARY 1994}, before me personally appeared John P. Livesey, to me known to be the person described in and who executed the foregoing Declaration of Reciprocal Easements and acknowledged before me that he executed the same as his free act and deed.



William P. Schmeisser
Notary Public, State of Wisconsin
My Commission is permanent.

Drafted by and return to:
Attorney William P. Schmeisser
P.O. Box 5618
Madison, WI 53705-0618

V26455P 71 EXHIBIT A

Property Legal Descriptions

PARCEL A - WESTERLY PARCEL

Lot 4 and parts of Lots 2, 3, and 5, Menard Commercial Park, recorded in Volume 56-80B of Plats page 234, Dane County Registry, located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, T7N, R8E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the most easterly corner of said Lot 2; thence S29°30'21"W, 98.20 feet; thence S88°11'45"W, 160.91 feet to the point of beginning; thence continuing S88°11'45"W, 217.48 feet; thence N00°14'51"E, 265.53 feet; thence N88°45'56"E, 278.37 feet to a point of curve; thence southeasterly on a curve to the right which has a radius of 25.00 feet and a chord which bears S49°28'16"E, 33.30 feet to a point of reverse curve; thence southeasterly on a curve to the left which has a radius of 190.00 feet and a chord which bears S15°41'18"E, 52.76 feet; thence S69°03'20"W, 48.54 feet; thence S01°14'04"E, 18.00 feet; thence S88°45'56"W, 18.08 feet; thence S01°14'04"E, 19.39 feet; thence S88°45'56"W, 42.00 feet; thence S01°14'04"E, 136.25 feet to the point of beginning. Containing 66,736 square feet.

PARCEL B - EASTERLY PARCEL

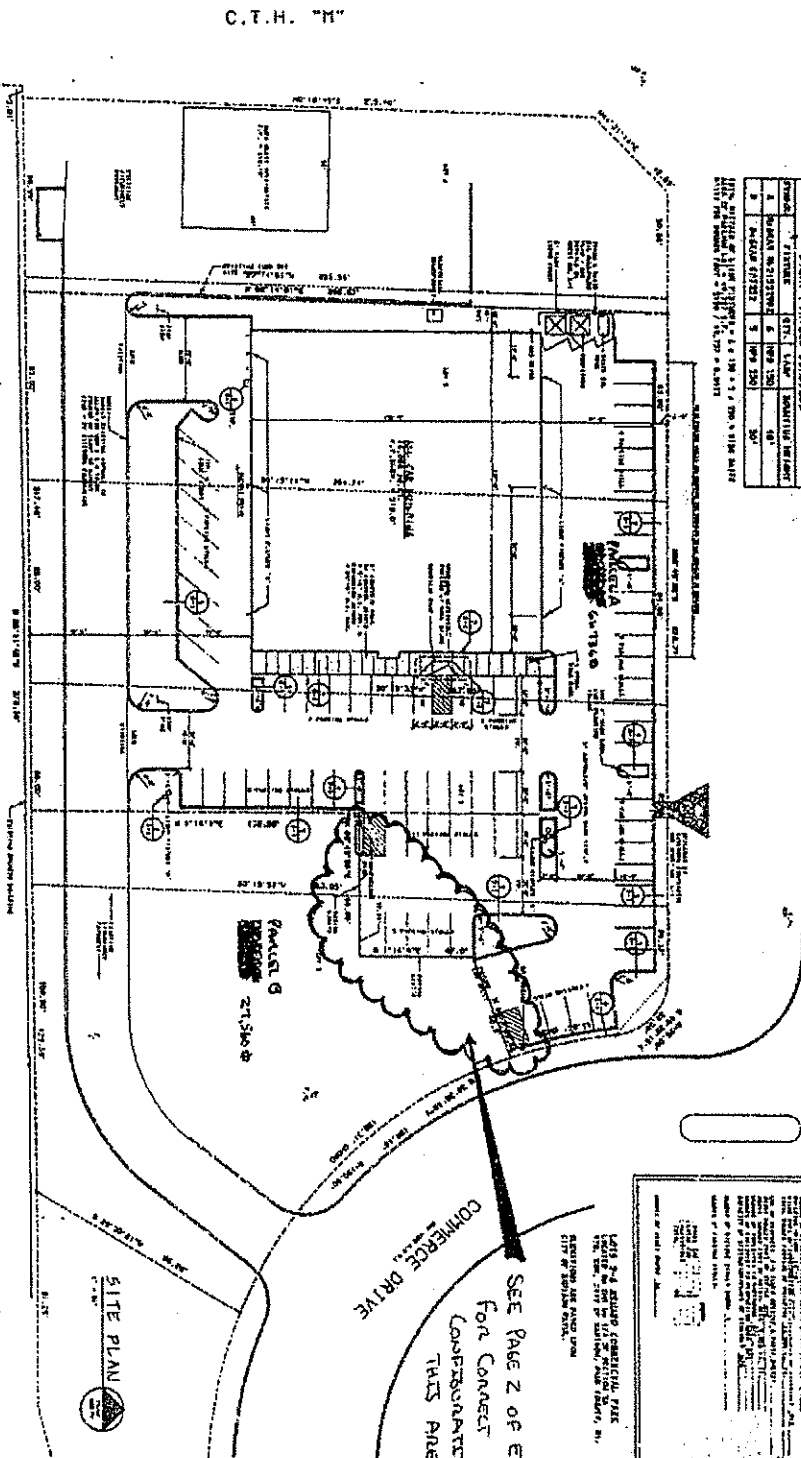
Part of Lots 2 and 3, Menard Commercial Park, recorded in Volume 56-80B of Plats Page 234, Dane County Registry located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, T7N, R8E, City of Madison, Dane County, Wisconsin, To-wit: Beginning at the most easterly corner of said Lot 2; thence S29°30'21"W, 98.20 feet; thence S88°11'45"W, 160.91 feet; thence N01°14'04"W, 136.25 feet; thence N88°45'56"E, 42.00 feet; thence N01°14'04"W, 19.39 feet; thence N88°45'56"E, 18.08 feet; thence N01°14'04"W, 18.00 feet; thence N69°03'20"E, 48.54 feet to a point on a curve; thence southeasterly on a curve to the left which has a radius of 190.00 feet and a chord which bears S46°35'40"E, 148.02 feet to the point of beginning. Containing 27,560 square feet.

REGISTER OF DEEDS
DANE COUNTY, WI
FEB 1 2 22 PM '94

EXHIBIT 8
(P. 1 OF 2)

MINERAL POINT ROAD

SLOTTED FLOOR FINISHES			
ITEM	FINISH	QTY.	UNIT
1	BRICK	100	SQ. YD.
2	CONCRETE	100	SQ. YD.
3	PAVING	100	SQ. YD.



SEE PAGE 2 OF EXHIBIT 8
FOR CONCEPT
COORDINATION OF
THIS AREA.

FOR THE CITY OF MINERAL POINT, WISCONSIN

DATE OF PREPARATION: _____

BY: _____

FOR THE CITY OF MINERAL POINT, WISCONSIN

DATE OF PREPARATION: _____

BY: _____

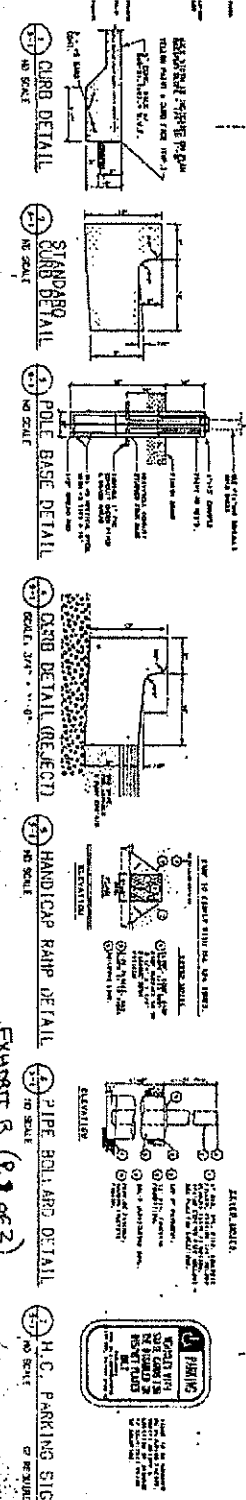


EXHIBIT 8 (P. 1 OF 2)

H.C. PARKING SIGN

S-1

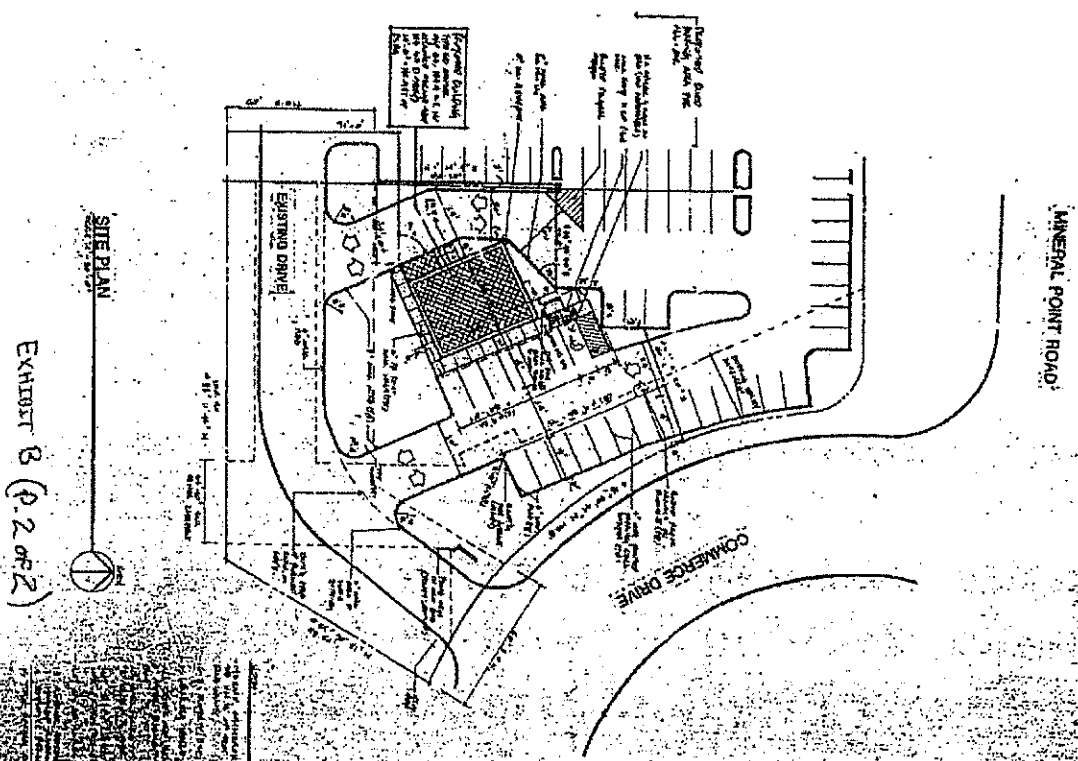
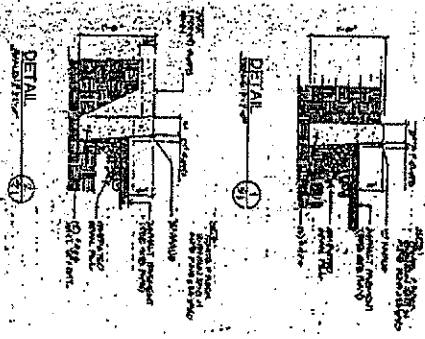
SITE PLAN

DATE: 11/98
BY: [Signature]
FOR: [Signature]

(P.2 of 2)

SHEET INDEX

- S1 SITE PLAN
- S2 CONTOUR & UTILITY PLAN
- S3 LANDSCAPE PLAN
- A1 ELEVATIONS
- A2 FLOOR PLAN, SCHEDULES & REFLECTED CEILING PLAN
- A3 FOUNDATION & ROOF FRAMING PLAN
- A4 CROSS SECTION & DETAILS
- P1 PLUMBING PLAN & ISOMETRICS
- R1 HEATING PLAN
- E1 ELECTRICAL PLANS



SITE PLAN
EXHIBIT 8 (P.2 of 2)

DANE COUNTY
REGISTER OF DEEDS

This Instrument prepared by
and after recording should be
returned to:

Eric J. Rieta, Esq.
Vedder, Price, Kaufman & Kamholz
272 N. LaSalle Street
Suite 2600
Chicago, IL 60601

3098815

04-05-1999 4:05 PM

Trans. Fee

Rec. Fee 20.00
Pages 6

Pin: 60-0708-271-0110-9

001042

(Space above line for Recorder's Use)

VACATION OF EASEMENT

THIS VACATION OF EASEMENT is made by MENARD, INC., a Wisconsin corporation.

WITNESSETH:

WHEREAS, Menard, Inc., as the owner of the real estate legally described on Exhibit "A" attached hereto, has a seven-foot maintenance easement (the "Easement") over, under, upon and through the real estate legally described on Exhibit "B" attached hereto;

WHEREAS, the Easement is dedicated on the Plat of Menard Commercial Park (the "Plat") recorded in the Office of the Dane County Register of Deeds in Volume 56-80B Plats Page 234, a copy of which Plat is attached hereto as Exhibit C;

WHEREAS, Menard, Inc. now desires to vacate said Easement;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Menard, Inc. does hereby vacate the Easement over, under, upon, and through the real estate legally described on Exhibit "B" attached hereto and hereby quit claims all of its right to and interest in the Easement to the record owner of the real estate legally described on Exhibit "B" attached hereto.

IN WITNESS HEREOF, Menard, Inc. has caused this Vacation of Easement to be executed this 6 day of Jan, 1999.

MENARD, INC.,
a Wisconsin corporation

By: Mario Rodella
Its: Vice President

Attest: M. T. B.
Its: Corporate Counsel

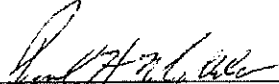
6/20

STATE OF WISCONSIN)
) ss
COUNTY OF EAU CLAIRE)

001043

I, Paul H. Mahler, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maureen P. Adamson and Kevin C. Clark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of June, 1997.



Notarial Public
My Commission Expires: is permanent

EXHIBIT A

LEGAL DESCRIPTION

001044

Lot 1, Certified Survey Map 8013, recorded Vol. 42 of Certified Survey Maps, page 282, #2718140, in the City of Madison, Dane County, Wisconsin, and Affidavit of Correction recorded in Vol. 32732 of Records, page 53, #2757911.

Exhibit B

001045

Madison, Wisconsin

Description of Wisconsin Land

PARCEL A:

Lot Two (2), of Certified Survey Map No. 8013 recorded in the Dane County Register of Deeds Office in Volume 42 of Certified Survey Maps, page 282, as Document No. 2718140, in the City of Madison, Dane County, Wisconsin, and Affidavit of Correction recorded on April 30, 1996, in Volume 32732 of Records, page 53, as Document No. 2757911, which is bounded and described as follows:

Commence at the Northeast corner of section 27; thence South 02°20'03" West along the East line of the Northeast 1/4 of said section 1097.98 feet to a point; thence North 89°39'56" West 80.00 feet to the point of beginning of the lands to be described; thence South 89°52'29" West 749.80 feet to a point; thence North 00°07'31" West 60.00 feet to a point; thence North 42°55'25" East 93.94 feet to a point; Thence North 15°50'42" West 97.23 feet to a point; thence North 74°09'18" East 257.41 feet to a point; thence South 81°54'53" East 51.66 feet to a point; thence North 73°26'56" East 311.53 feet to a point; thence South 88°48'05" East 117.29 feet to a point on the West line of Commerce Drive; Thence South 00°20'03" West 370.00 feet to the point of beginning.

PARCEL B:

Non-Exclusive Easement for the benefit of Parcel A created by Reciprocal Easement Agreement recorded on November 20, 1995, in Volume 31368 of Records, page 1, as Document No. 2719772 for ingress and egress and incidental uses.

EXHIBIT C

PLAT OF MENARD COMMERCIAL PARK

[Attached Hereto]

001046

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent: [Signature] Date (use black ink) 4-5-99

Name of grantor(s) or grantor(s) agent printed: (use black ink) Perry J. Armstrong

2541568

AGREEMENT

V25413P 36

WHEREAS, Lots 2, 3, 4 and 5, except for the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, and the ingress and egress easement for the benefit of said Lots, Menard Commercial Park, created by the Plat of Menard Commercial Park, recorded March 6, 1990, in Vol. 56-80B of Plats, on page 234, as Document No. 2187983, are subject to certain restrictions set forth in Exhibit B to a Warranty Deed from George K. Vitense and Naomi B. Vitense, husband and wife, to Menard, Inc., a Wisconsin corporation, dated October 27, 1987, and recorded on October 28, 1987 in Vol. 10753 of Records, pages 76-79, as Document No. 2051603 ("the restrictions"); and

WHEREAS, enforcement rights under the restrictions run to the Applewood Hills Association a/k/a Applewood Hill Homes Association, Inc. ("Applewood"), among others; and

WHEREAS, Applewood and Menard, Inc. ("Menard") have reached agreement as to a modification to be made to paragraph 1.A(1) of the restrictions; Now, therefore,

IT IS HEREBY AGREED by and between Applewood and Menard that subparagraph A.(1) of paragraph 1 of the restrictions be amended to add the following before the period at the end thereof:

" . . . and as to Lots 2, 3, 4 and 5 except for the westerly 6 feet of Lot 5, and the ingress and egress easement thereto, automotive accessory and repair uses."

This agreement has been approved by duly authorized action of the Board of Directors of Applewood.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the 25th day of October, 1993.

APPLEWOOD HILLS ASSOCIATION,
a/k/a APPLEWOOD HILL HOMES
ASSOCIATION, INC.

BY:

Scott P. Kramer
Scott P. Kramer - President, Applewood Hill
(Name and Title) Homes Association,
MENARD, INC. Inc.

BY:

Manuel Jacobo
(Name and Title)

REGISTER OF DEEDS
DANE COUNTY, WI

Nov 12 2 49 PM '93

12.

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

V25413P 37

Personally came before me this 25th day of October, 1993, the above-named Scott P. Kramer to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Applewood Hills Association, a/k/a Applewood Hill Homes Association, Inc.

Brenda J. Brugger
Notary Public, State of Wisconsin
My Commission expires: 1-14-96

STATE OF WISCONSIN)
COUNTY OF EAU CLAIRE) ss.

Personally came before me this 29th day of October, 1993, the above-named Mary Prochaska Vice President to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Menard, Inc.

[Signature]
Notary Public, State of Wisconsin
My Commission expires: is permanent

This instrument drafted by
and to be returned to:

Michael R. Christopher
CHRISTOPHER LAW OFFICES, S.C.
P.O. Box 2207
Madison, WI 53701

2541567

AGREEMENT OF ACCEPTANCE OF
RECIPROCAL EASEMENT AGREEMENT

V25413P 34

This Agreement is made by and between MENARD, INC., 4777 Menard Drive, Eau Claire, WI 54703 ("Grantor") and JOHN P. LIVESEY, 6515 Grand Teton Plaza, Suite 235, Madison, WI 53705 ("Grantee").

RECITALS

Grantor is the owner of Lots 2, 3, 4 and 5, except the westerly 6 feet of Lot 5, Menard Commercial Park, located in the NE 1/4 of NE 1/4, Section 27, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin (the "Property").

The Property is subject to that certain "Reciprocal Easement Agreement" dated June 6, 1991, recorded in the office of the Register of Deeds for Dane County, Wisconsin, on June 10, 1991, in Volume 16071 of Records pages 1 through 12, as Document No. 2267979, incorporated herein by reference (the "REA").

Grantee is the contract purchaser of the Property and has agreed that Grantee shall upon receiving legal title to the Property perform each and all of Grantor's obligations under the REA.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of their respective undertakings, for themselves and their respective successors and assigns, hereby covenant and agree, each with the other as follows:

1. Grantee does hereby assume and agree to perform each and all of the obligations of Grantor under the REA with respect to the Property which has been conveyed by Grantor to Grantee, Lots 2, 3, 4 and 5, except the westerly 6 feet of Lot 5, Menard Commercial Park, located in the NE 1/4 of NE 1/4, Section 27, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.

2. Grantor is hereby released from any further obligation under the REA.

MENARD, INC.

by: Marv Prochaska
Marv Prochaska
Vice-President

(SEAL)

JOHN P. LIVESEY

by: John P. Livesey
John P. Livesey
William F. Schmeisser
Notary in State of
John R. Livesey

ACKNOWLEDGEMENTS

REGISTER OF DEEDS
DANE COUNTY, WI

Nov 12 2 49 PM '93

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

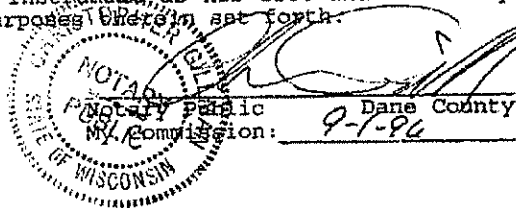
V25413P 35

On this 29th day of October, 1993, before me a Notary Public within and for said County and State, personally appeared Marv Prochaska to me personally known, who, being by me duly sworn did say that he is the Vice President of Menard, Inc., the corporation named in the foregoing instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Marv Prochaska, Vice President acknowledged said instrument to be the free act and deed of Menard, Inc.

[Signature]
Notary Public Eau Claire County
My Commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this _____ day of November, 1993, before me a Notary Public in and for the County and State aforesaid, personally appeared ~~John P. Livesey~~, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and who acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.



THIS INSTRUMENT DRAFTED BY:
Robert W. Corey, Attorney

Return:
Livesey
P.O. Box 5618
Madison WI 53705

Agreement of Acceptance of
★ Declaration of Reciprocal Easements

Document Number

Document Title

DANE COUNTY
REGISTER OF DEEDS

Doc No 3060461

1998-12-21 05:42 PM
Trans. Fee 0.00
Rec. Fee 16.00
Pages 4

001395

Recording Area

Name and Return Address

Livestock Company
5618 Odana Rd #440
Madison, WI 53705

600708-271-0103-4

600708-271-0104-2

Parcel Identification Number (PIN)

600708-271-0105-0

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

4/10

**AGREEMENT OF ACCEPTANCE OF
DECLARATION OF RECIPROCAL EASEMENTS**

This Agreement is made as of the 17th day of December, 1998 by and between John P. Livesey individually and LCSQ Limited Partnership a Wisconsin Limited Partnership, 5618 Odana Road, Suite 190, Madison, Wisconsin 53705 (collectively "Grantor") and James A. Shapiro, 3428 Iceage Lane, Verona, Wisconsin 53593 ("Grantee")

RECITALS

Grantor is the current owner (or was the previous owner) of the property described on Exhibit A attached hereto (the "Property").

The Property is subject to a "Declaration of Reciprocal Easements" dated January 24, 1994, recorded in the office of the Register of Deeds for Dane County, Wisconsin, on February 1, 1994, as Document No. 2571864, incorporated herein by reference (the "DRE").

Grantee is the contract purchaser of the Property and has agreed that Grantee shall upon receiving the legal title to the Property perform each and all of Grantor's obligations under the DRE with respect to the Property.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of their respective undertakings, for themselves and their respective successors and assigns, hereby covenant and agree, each with the other as follows:

1. Effective as of the date hereof, Grantee does hereby assume and agree to perform each and all of the obligations of Grantor under the DRE with respect to the Property.
2. Effective as of the date hereof, Grantee agrees not to use, occupy or allow any lessee or occupant of the property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements or covenants contained in the DRE.
3. Effective as of the date hereof, Grantor is hereby released from any further obligation under the DRE with respect to the Property.

GRANTEE: James A. Shapiro

By: _____

James A. Shapiro

GRANTOR: John P. Livesey, Individually and
LCSQ Limited Partnership

By: _____

John P. Livesey individually
and as the General Partner of
LCSQ Limited Partnership

192624

001397

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

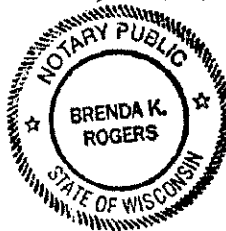
On this 17th day of December, 1998, before me personally appeared John P. Livesey, to me known to be the General Partner of LCSQ Limited Partnership and the person described in and who executed the foregoing document both individually and on behalf of the Limited Partnership and acknowledged before me that he executed the same as his free act and deed and as the act of the Limited Partnership.

William P. Schmeisser
William P. Schmeisser
Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 17th day of December, 1998, before me personally appeared James A. Shapiro, to me known to be the person described in and who executed the foregoing document and acknowledged before me that he executed the same as his free act and deed.

Brenda K. Rogers
Notary Public, State of Wisconsin
My Commission: 11/12/2006



This Instrument Drafted By
And Should Be Returned To:

Attorney William P. Schmeisser
Livesey Company
5618 Odana Road, Suite 190
Madison, WI 53705

001398

EXHIBIT A

Lot Four (4) and parts of Lots Two (2), Three (3), and Five (5), Menard Commercial Park, recorded in Volume 56-80B of Plats page 234, Dane County Registry, located in the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Twenty-seven (27), Township Seven (7) North, Range Eight (8) East, in the City of Madison, Dane County, Wisconsin, To-wit: Commencing at the most Easterly corner of said Lot 2; thence South 29° 30'21" West, 98.20 feet; thence South 88° 11'45" West, 160.91 feet to the point of beginning; thence continuing South 88° 11'45" West, 217.48 feet; thence North 00° 14' 51" East, 265.53 feet; thence North 88° 45'56" East, 278.37 feet to a point of curve; thence Southeasterly on a curve to the right which has a radius of 25.00 feet and a chord which bears South 49° 28'16" East, 33.30 feet to a point of reverse curve; thence Southeasterly on a curve to the left which has a radius of 190.00 feet and a chord which bears South 15° 41'18" East, 52.76 feet; thence South 69° 03'20" West, 48.54 feet; thence South 01° 14'04" East, 18.00 feet; thence South 88° 45'56" West, 18.08 feet; thence South 01° 14'04" East, 19.39 feet; thence South 88° 45'56" West, 42.00 feet; thence South 01° 14'04" East, 136.25 feet to the point of beginning.

2557162

AGREEMENT

V25965P 52

WHEREAS, Lots 2, 3, 4 and 5, except for the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, and the ingress and egress easement for the benefit of said Lots, Menard Commercial Park, created by the Plat of Menard Commercial Park, recorded March 6, 1990, in Vol. 56-80B of Plats, on page 234, as Document No. 2187983, are subject to certain restrictions set forth in Exhibit B to a Warranty Deed from George K. Vitense and Naomi B. Vitense, husband and wife, to Menard, Inc., a Wisconsin corporation, dated October 27, 1987, and recorded on October 28, 1987 in Vol. 10753 of Records, pages 76-79, as Document No. 2051803 ("the restrictions"); and

WHEREAS, enforcement rights under the restrictions run to the Roman Catholic Diocese of Madison ("Diocese") and also to Holy Name Seminary, Inc. ("Seminary"), among others; and

WHEREAS, Diocese, Seminary and Menard, Inc. ("Menard") have reached agreement as to a modification to be made to paragraph 1.A(1) of the restrictions; Now, therefore,

IT IS HEREBY AGREED by and between Diocese, Seminary and Menard that subparagraph A.(1) of paragraph 1 of the restrictions be amended to add the following before the period at the end thereof:

" . . . and as to Lots 2, 3, 4 and 5 except for the westerly 6 feet of Lot 5, and the ingress and egress easement thereto, automotive accessory and repair uses provided, however: (i) any automotive repair uses shall be required to conform to the standards of cleanliness, neatness and orderliness displayed by national or regional franchise auto service center operations such as All Car, Sears, Firestone and Goodyear Automotive Centers; and (ii) automotive repair uses shall not exceed fifty percent (50%) of the business conducted on such property."

Except as specifically modified herein, the restrictions set forth in said Exhibit B shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the 16th day of November, 1993.

ROMAN CATHOLIC DIOCESE OF MADISON

By:

Msgr. Raymond E. Klaas
Vice General - Diocese of Madison
(Name and Title)

HOLY NAME SEMINARY, INC.

By:

Msgr. Raymond E. Klaas
Vice President
(Name and Title)

MENARD, INC.

By:

Maureen J. Keller
VP
(Name and Title)

12

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

V25965P 53

Personally came before me this 16th day of November,
1993, the above-named Rev. Msgr. Raymond E. Klaas to me known to be
the person who executed the foregoing instrument and acknowledged the
same on behalf of Roman Catholic Diocese of Madison.

Donald P. Klink
Notary Public, State of Wisconsin
My Commission expires: August 24, 1997

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of November,
1993, the above-named Rev. Msgr. Raymond E. Klaas to me known to be
the person who executed the foregoing instrument and acknowledged the
same on behalf of Holy Name Seminary.

Donald P. Klink
Notary Public, State of Wisconsin
My Commission expires: August 24, 1997

STATE OF WISCONSIN)
) ss.
COUNTY OF ^{Franklin} ~~DANE~~)

Personally came before me this 9th day of December,
1993, the above-named Harv Prochaska to me known to be
the person who executed the foregoing instrument and acknowledged the
same on behalf of Menard, Inc.

Paul H. Wahl
Notary Public, State of Wisconsin
My Commission expires: is permanent

This instrument drafted by
and to be returned to:

Attorney William P. Schmeisser
Livesey Company
P.O. Box 5618
Madison, WI 53705-0618

REGISTER OF DEEDS
DANE COUNTY, WI
DEC 20 2 02 PM '93

2267976

AGREEMENT

VOL. 16070 PAGE 67

WHEREAS, Lot 6, and the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, and the ingress and egress easement for the benefit of said Lot 6 and the westerly 6 feet of Lot 5, Menard Commercial Park, created by the Plat of Menard Commercial Park, recorded March 6, 1990, in Vol. 56-80B of Plats, on page 234, as Document No. 2187983, are subject to certain restrictions set forth in Exhibit B to a Warranty Deed from George K. Vitense and Naomi B. Vitense, husband and wife, to Menard, Inc., a Wisconsin corporation, dated October 27, 1987, and recorded on October 28, 1987 in Vol. 10753 of Records, pages 76-79, as Document No. 2051803 ("the restrictions"); and

WHEREAS, enforcement rights under the restrictions run to the Roman Catholic Diocese of Madison ("Diocese") and also to Holy Name Seminary, Inc. ("Seminary"), among others; and

WHEREAS, Diocese, Seminary and Menard, Inc. ("Menard") have reached agreement as to a modification to be made to paragraph 1.A(1) of the restrictions; Now, therefore,

IT IS HEREBY AGREED by and between Diocese, Seminary and Menard that subparagraph A.(1) of paragraph 1 of the restrictions be amended to add the following before the period at the end thereof:

". . . , and as to Lot 6 and the westerly 6 feet of Lot 5 and the ingress and egress easement thereto, shops for installation, repair and replacement of motor vehicle glass and motor vehicle accessories, but excluding major automotive repairs."

Except as specifically modified herein, the restrictions set forth in said Exhibit B shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the 3rd day of June, 1991.

ROMAN CATHOLIC DIOCESE OF MADISON

By: Cletus F. O'Donnell
Cletus F. O'Donnell, President

HOLY NAME SEMINARY, INC.

By: Cletus F. O'Donnell
Cletus F. O'Donnell, President

JUN 10 3 51 PM '91

10-

VOL 16070 PAGE 68

MENARD, INC.

By: Mary Puchaska
MARY PUCHASKA
(Name and Title)

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me, this 3RD day of June, 1991, the above-named Cletus P. O'Donnell to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Roman Catholic Diocese of Madison and also on behalf of Holy Name Seminary, Inc.

Richard P. Klick
Notary Public, State of Wisconsin
My Commission expires: 2/27/93

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

Personally came before me, this 6th day of June, 1991, the above-named Cletus P. O'Donnell to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Menard, Inc.

Don C. H. Miller
Notary Public, State of Wisconsin
My Commission expires: 12/31/94

This instrument drafted by
and to be returned to:

James A. Kemmeter
Lathrop & Clark
P.O. Box 1507
Madison, WI 53701-1507

9105 50751

Agreement of Acceptance of
Declaration of Reciprocal Easement
Document Number _____ Document Title Agreement

DANE COUNTY
REGISTER OF DEEDS

Doc No 3060462

1998-12-21 05:42 PM
Trans. Fee 0.00
Rec. Fee 16.00
Pages 4

001399

Recording Area

Name and Return Address

Livesey Company
5618 Odana Rd. #190
Madison, WI 53705

60-0708-271-01034

60-0708-271-01042

Parcel Identification Number (PIN)

60-0708-271-01050

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

192624

**AGREEMENT OF ACCEPTANCE OF
RECIPROCAL EASEMENT AGREEMENT**

This Agreement is made as of the 17th day of December, 1998 by and between John P. Livesey individually and LCSQ Limited Partnership a Wisconsin Limited Partnership, 5618 Odana Road, Suite 190, Madison, Wisconsin 53705 (collectively "Grantor") and James A. Shapiro, 3428 Iceage Lane, Verona, Wisconsin 53593 ("Grantee")

RECITALS

Grantor is the current owner (or was the previous owner) of the property described on Exhibit A attached hereto (the "Property").

The Property is subject to a "Reciprocal Easement Agreement" dated June 6, 1991, recorded in the office of the Register of Deeds for Dane County, Wisconsin, on June 10, 1991, in Volume 16071 of Records pages 1 through 12, as Document No. 2267979, incorporated herein by reference (the "REA").

Grantee is the contract purchaser of the Property and has agreed that Grantee shall upon receiving the legal title to the Property perform each and all of Grantor's obligations under the REA with respect to the Property.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of their respective undertakings, for themselves and their respective successors and assigns, hereby covenant and agree, each with the other as follows:

1. Effective as of the date hereof, Grantee does hereby assume and agree to perform each and all of the obligations of Grantor under the REA with respect to the Property.
2. Effective as of the date hereof, Grantor is hereby released from any further obligation under the REA with respect to the Property.

GRANTEE: James A. Shapiro

GRANTOR: John P. Livesey, Individually and
LCSQ Limited Partnership

By: _____

James A. Shapiro

By: _____

John P. Livesey individually
and as the General Partner of
LCSQ Limited Partnership

001401

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

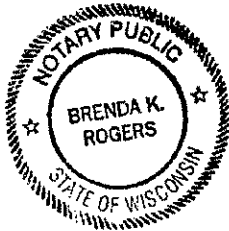
On this 17th day of December, 1998, before me personally appeared John P. Livesey, to me known to be the General Partner of LCSQ Limited Partnership and the person described in and who executed the foregoing document both individually and on behalf of the Limited Partnership and acknowledged before me that he executed the same as his free act and deed and as the act of the Limited Partnership.

William P. Schmeisser
William P. Schmeisser
Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 17th day of December, 1998, before me personally appeared James A. Shapiro, to me known to be the person described in and who executed the foregoing document and acknowledged before me that he executed the same as his free act and deed.

Brenda K. Rogers
Notary Public, State of Wisconsin
My Commission: 11/12/2000



This Instrument Drafted By
And Should Be Returned To:

Attorney William P. Schmeisser
Livesey Company
5618 Odana Road, Suite 190
Madison, WI 53705

001402

EXHIBIT A

Lot Four (4) and parts of Lots Two (2), Three (3), and Five (5), Menard Commercial Park, recorded in Volume 56-80B of Plats page 234, Dane County Registry, located in the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Twenty-seven (27), Township Seven (7) North, Range Eight (8) East, in the City of Madison, Dane County, Wisconsin, To-wit: Commencing at the most Easterly corner of said Lot 2; thence South 29° 30'21" West, 98.20 feet; thence South 88° 11'45" West, 160.91 feet to the point of beginning; thence continuing South 88° 11'45" West, 217.48 feet; thence North 00° 14' 51" East, 265.53 feet; thence North 88° 45'56" East, 278.37 feet to a point of curve; thence Southeasterly on a curve to the right which has a radius of 25.00 feet and a chord which bears South 49° 28'16" East, 33.30 feet to a point of reverse curve; thence Southeasterly on a curve to the left which has a radius of 190.00 feet and a chord which bears South 15° 41'18" East, 52.76 feet; thence South 69° 03'20" West, 48.54 feet; thence South 01° 14'04" East, 18.00 feet; thence South 88° 45'56" West, 18.08 feet; thence South 01° 14'04" East, 19.39 feet; thence South 88° 45'56" West, 42.00 feet; thence South 01° 14'04" East, 136.25 feet to the point of beginning.

2267977

AGREEMENT

VOL. 16070 PAGE 69

WHEREAS, Lot 6, and the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, and the ingress and egress easement for the benefit of said Lot 6 and the westerly 6 feet of Lot 5, Menard Commercial Park, created by the Plat of Menard Commercial Park, recorded March 6, 1990, in Vol. 56-80B of Plats, on page 234, as Document No. 2187983, are subject to certain restrictions set forth in Exhibit B to a Warranty Deed from George K. Vitense and Naomi B. Vitense, husband and wife, to Menard, Inc., a Wisconsin corporation, dated October 27, 1987, and recorded on October 28, 1987 in Vol. 10753 of Records, pages 76-79, as Document No. 2051803 ("the restrictions"); and

WHEREAS, enforcement rights under the restrictions run to the Applewood Hills Association a/k/a/ Applewood Hill Homes Association, Inc. ("Applewood"), among others; and

WHEREAS, Applewood and Menard, Inc. ("Menard") have reached agreement as to a modification to be made to paragraph 1.A(1) of the restrictions; Now, therefore,

IT IS HEREBY AGREED by and between Applewood and Menard that subparagraph A.(1) of paragraph 1 of the restrictions be amended to add the following before the period at the end thereof:

" . . . , and as to Lot 6 and the westerly 6 feet of Lot 5 and the ingress and egress easement thereto, shops for installation, repair and replacement of motor vehicle glass and motor vehicle accessories, but excluding major automotive repairs."

This agreement has been approved by duly authorized action of the Board of Directors of Applewood.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the 3rd day of June, 1991.

APPLEWOOD HILLS ASSOCIATION,
a/k/a APPLEWOOD HILL HOMES
ASSOCIATION, INC.

By:

Karen J. Zilberg
President
(Name and Title)

By:

David J. Hildebrand
Vice President
(Name and Title)

JUN 10 3 51 PM '91

10-

MENARD, INC.

VOL 16070 PAGE 70

By: Marek Prochaska
Marek Prochaska VP
(Name and Title)

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me, this 3rd day of June, 1991, the above-named Karen T. Zilav and Dina Vandenberg to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Applewood Hills Association, a/k/a Applewood Hill Homes Association, Inc.

Thomas D. Zilav
Thomas D. Zilav
Notary Public, State of Wisconsin
My Commission expires: at death

STATE OF WISCONSIN)
COUNTY OF EAU CLAIRE) ss.

Personally came before me, this 6th day of June, 1991, the above-named Marek Prochaska to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Menard, Inc.

David H. Miller
Notary Public, State of Wisconsin
My Commission expires: is permanent

This instrument drafted by
and to be returned to:

Michael J. Lawton
Lathrop & Clark
P.O. Box 1507
Madison, WI 53701-1507

Special Warranty Deed

THIS INDENTURE, made this 27th day of June, 1991, between MENARD, INC., a Wisconsin corporation, herein referred to as Grantor, and G & B LAND COMPANY, a Wisconsin General Partnership, herein referred to as Grantee,

Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey to Grantee, and its successors and assigns forever, the following described real estate situated in the City of Madison, County of Dane, State of Wisconsin, more particularly described as follows:

Lot 6 and the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, together with the easements identified in such Plat and on Exhibit "A".

Together with all and singular the hereditaments and appurtenances therunto belonging or in any way appertaining.

This conveyance is made subject to:

1. Building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record, including those as indicated on the Menard Commercial Park Plat (Exhibit "A") and certain use restrictions in favor of the City of Madison, Roman Catholic Diocese of Madison, Holy Name Seminary, Inc., and Applewood Hills Association.
2. General real estate taxes which are a lien but which are not due and payable on this date.
3. In order to insure that the area consisting of Seller's adjacent property and the Property is developed and maintained as a cohesive development, that the development of the Property does not have an adverse impact upon the visibility of the Seller's property and that the parking, access and circulation areas can accommodate an orderly flow of traffic to and from the respective properties, the Seller, its successors and assigns, reserve the right to approve or disapprove, in writing, the plans and specifications for Purchaser's development of the Property. No building, structure, landscaping or other improvement shall be erected, materially altered or placed upon the Property unless the plans, specifications and site development plans are compatible in style and appearance with the Menard structure and are of good quality and structurally sound. Seller shall approve or disapprove any plans or specifications within ten (10) days after such plans or specifications have been submitted to it, and failure to approve shall constitute approval. Approval shall not be unreasonably withheld. This restriction shall run with the land for a period of twenty (20) years.

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FEE PAID

The Property shall not be sub-divided or split into multiple lots, and Purchaser must improve, develop and maintain the entire parcel with either parking facilities or landscaping in order to avoid the appearance of any vacant or undeveloped areas on the Property.

Grantor for itself and its successors, does hereby covenant with Grantee that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be above stated; and Grantor for itself and its successors, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that the said premises, in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever warrant and defend.

12

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

MENARD, INC.

(SEAL)

By :

Mary Prochaska
Vice-President/Real Estate

ATTEST:

Warren R. Johnson, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

On this 2nd day of June, 1991 before me a Notary Public within and for said County and State, personally appeared Mary Prochaska and Warren Johnson, to me personally known, who are being by me duly sworn, did say that they are the Vice-President/Real Estate and the Corporate Secretary of Menard, Inc., the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of Menard, Inc.; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Mary Prochaska and Warren Johnson, as such officers acknowledged the execution of the instrument to be the voluntary act and deed of Menard, Inc. by it and by them voluntarily executed.

Notary Public in and for the
County of Eau Claire and the
State of Wisconsin.

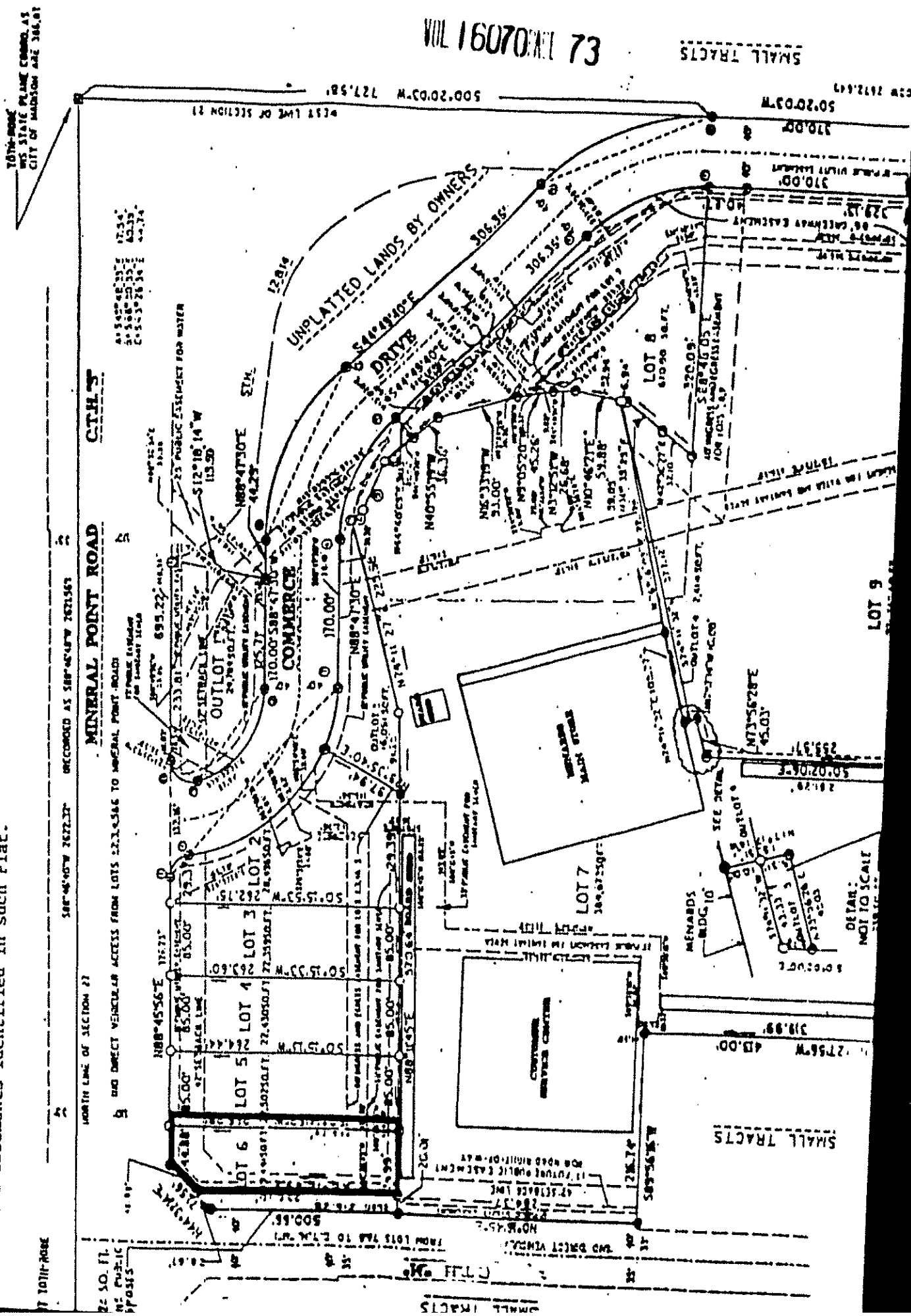
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:
Paul H. Mahler
Attorney at Law
Menard, Inc.
4777 Menard Drive
Eau Claire, WI 54703
(715) 876-2492

RETURN TO:
Michael Lawton
Lathrop & Clark
122 W. Washington Ave.
Suite 1000, P.O. Box 1507
Madison, WI 53701-1507
(608) 257-1507

JUN 10 3 52 PM '91

A parcel of land consisting of 21,031 square feet, more or less, consisting of Lot 6 and the westerly 6 feet of Lot 5, Menard Commercial Park, City of Madison, Dane County, Wisconsin, together with the easements identified in such plat.



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SPECIAL WARRANTY DEED

TRANSFER

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FEE PAID

THIS INDENTURE, made this 11th day of November, 1993 between MENARD, INC., a Wisconsin corporation, hereinafter referred to as Grantor, and JOHN P. LIVESEY, hereinafter referred to as Grantee.

The Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration to it paid by Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto Grantee, the following described real estate (the "Property"), situated in the County of Dane, City of Madison, State of Wisconsin, more particularly described as follows:

LOTS 2, 3, 4 and 5, except the westerly six (6) feet of LOT 5, MENARD COMMERCIAL PARK, located in the NE 1/4 of NE 1/4, Section 27, Township 7 North, Range 8 East.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any way appertaining.

To have and to hold the Property as above described with the hereditaments and appurtenances, unto Grantee and to his successors and assigns forever.

This conveyance is made subject to building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record, including but not limited to, Reciprocal Easement Agreement recorded June 10, 1991 in the Dane County Recorder's office in Vol. 16071, Page 1 as Document No. 2267979, and the following covenant which Seller shall reserve for its use and the use of its successors or assigns, as an appurtenances to the Property:

Approval and Site Development: In order to insure that the area consisting of Seller's adjacent property and the Property is developed and maintained as a cohesive development, that the development of the Property does not have a material adverse impact upon the visibility of the

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Seller's property and that the parking, access and circulation areas can accommodate an orderly flow of traffic to and from the respective properties, the Seller, its successors and assigns, reserve the right to approve or disapprove, in writing, the plans and specifications, including but not limited to overall size, height and appearance of any proposed structure for Purchaser's development of the Property. No building, structure, landscaping or other improvement shall be erected, materially altered or placed upon the Property unless the plans, specifications and site development plans are compatible in style and appearance with the Menard structure and are of good quality, structurally sound. Seller shall approve or disapprove Purchaser's plans and specifications within twenty (20) days after such plans and specifications have been submitted to it. Seller's non-response within twenty (20) days of submission shall constitute approval. Seller shall not unreasonably withhold its approval and any disapproval shall specify items disapproved. This restriction shall run with the land for a period of ten (10) years from the date of closing.

Purchaser must improve, develop and maintain the entire parcel with either parking facilities or landscaping in order to avoid the appearance of any vacant or undeveloped areas on the Property.

Except as herein stated, Grantor for itself and its successors, does covenant, grant, bargain and agree to and with Grantee, his successors and assigns, that the said premises, in the quiet and peaceable possession of Grantee, his successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor and none other, it will forever warrant and defend.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

MENARD, INC.

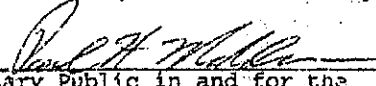
by: Marv Prochaska
Marv Prochaska
Vice-President

(SEAL)

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

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On this 11th day of November, 1993, before me a Notary Public within and for said County and State, personally appeared Marv Prochaska, to me personally known, who being by me duly sworn did say that he is the Vice President/Real Estate of Menard, Inc., the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that Marv Prochaska, Vice President/Real Estate, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.


Notary Public in and for the
County of Eau Claire and the
State of Wisconsin.

My Commission is permanent.

THIS INSTRUMENT DEAPTED BY:
Robert W. Corey, Attorney
Menard, Inc.
4777 Menard Drive
Eau Claire, WI 54703

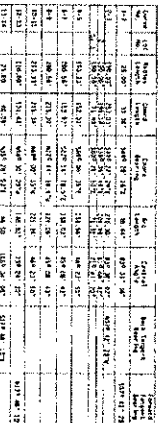
Return:

Livsey
P.O. Box 5618
Madison WI 53705

REGISTER OF DEEDS
DANE COUNTY, WI
Nov 12 2 47 PM '93

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DEPARTMENT OF DEFENSE
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