THIS AGREEMENT made and entered into between JOHN H. KELLY, and MARY F. KELLY, his wife, parties of the first part, and HARRY WIGONITZ and MARY WIGONITZ, his wife, parties of the second part, witnesseth;

THAT in consideration of the mutual covenants, agreements, and conveyances hereinafter set forth, it is agreed between the parties hereto as follows:

WHEREAS, First parties are the owners of certain property situated in Block Eight (8) in the City of Madison, being the Easterly part of Lot Six (6) in said block, and second parties are the owners of a parcel of lond in acid Block cain the Westerly part of said Lot Six;

NOW, THEREFORE, The said parties of the first part do hereby grant, bergain, and sell unto the parties of the second part, and to their neirs, assigns, lessees, tenants and licensees forever the free and uninterrupted use and privilege of passage in and along a certain lises or oppose of land described as follows:

A parcel of land situated in Lot 3, Block 8, Sity of Madison, Sounty of Dane, State of disconsin, described as follows: Commencing at a point on the North line of State Street 183.2 feet from the intersection of the West line of Gilman Screet: thance North 0°, at right angles to State Street 183 feet; thence West 0°, 4 feet; thence South 0°, 182 feet; thence East 0°, 4 feet to point of beginning:

bargain and sell unto the first porties, and to their delta, assigns, lessees, tenants and licensees forever the free and uninterrupted use and privilege of passage in and along certain piece or parcel of land described as follows:

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A parcel of land situated in Lot 6, Block 8, City of Madison, County of Dane, State of Misconsin, described as follows: Commencing at a point of the North line of State Street 172.2 feet West from the intersection of the West line of Gilman Street; thence North 0°, 132 feet; thence lest 0°, 4.1 feet; thence South 0°, 132 feet; thence Fast 0°, 4.1 feet to point of beginning.

It being the intention of the parties hereto to establish a common driveway eight and one tenth feet in width

for the mutual use of the parties hereto and their herrs, assigns, lessees, tenants and licensees forever, and located upon four feet of the land of first parties and upon four and one tenth feet of the land of second parties.

IT IS MUTUALLY AGREED by and between the parties nereto that they will not suffer or permit any automobile or other vehicle to be unreasonably parked at any time on any part of said driveway.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals this  $\frac{\nu_1}{\lambda}$  day of February, A. D., 1929.

(SEAL) (SEAL) (SEAL)

Presence of:

88.

COUNTY OF DANE

STATE OF WISCONSIN)

Personally appeared before me this  $\frac{5}{2}$  day of February, A. D., 1929, the above named JOHN H. KELLY and MARY F. KELLY, his wife, and HARRY WIGONITZ and MARY WIGONITZ, his wife, to me known to be the persons who executed the foregoing

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instrument and acknowledged the same. The signature of Mary Wigonitz was written in Hebrew and was acknowledged by her as her She also acknowledged same as her own free act and deed.

RECORDED

MAR 181929

Public. Dane County, Wisconsin.

My Commission expires