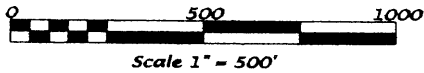


**CERTIFIED SURVEY MAP**

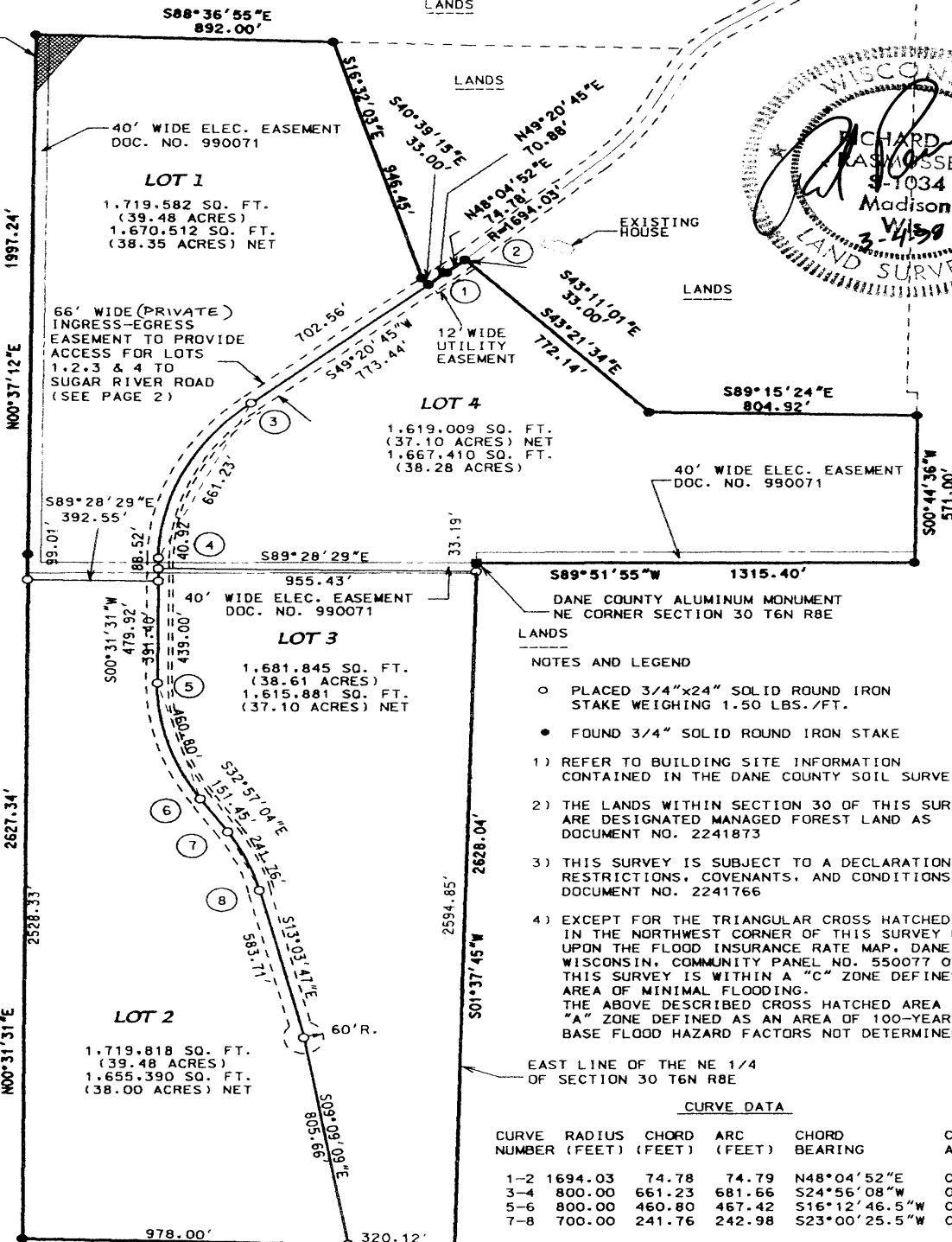
LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 20, AND IN THE NE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 30, T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN



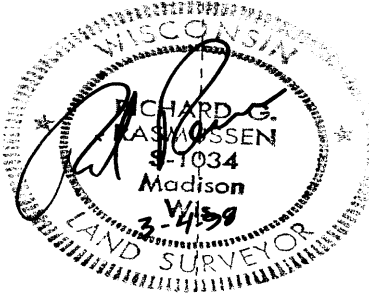
SURVEYED FOR:  
 HARVEY TEMKIN  
 FOLEY & LARDNER  
 150 E. GILMAN STREET  
 MADISON WI 53701-1497

(SEE NOTE #4)

LANDS



NOTE:  
 NET AREA IS  
 LOT AREA MINUS  
 INGRESS/EGRESS  
 EASEMENT



**NOTES AND LEGEND**

- PLACED 3/4"x24" SOLID ROUND IRON STAKE WEIGHING 1.50 LBS./FT.
  - FOUND 3/4" SOLID ROUND IRON STAKE
- 1) REFER TO BUILDING SITE INFORMATION CONTAINED IN THE DANE COUNTY SOIL SURVEY
  - 2) THE LANDS WITHIN SECTION 30 OF THIS SURVEY ARE DESIGNATED MANAGED FOREST LAND AS DOCUMENT NO. 2241873
  - 3) THIS SURVEY IS SUBJECT TO A DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS AS DOCUMENT NO. 2241766
  - 4) EXCEPT FOR THE TRIANGULAR CROSS HATCHED AREA IN THE NORTHWEST CORNER OF THIS SURVEY BASED UPON THE FLOOD INSURANCE RATE MAP, DANE COUNTY, WISCONSIN, COMMUNITY PANEL NO. 550077 0350 A, THIS SURVEY IS WITHIN A "C" ZONE DEFINED AS AN AREA OF MINIMAL FLOODING. THE ABOVE DESCRIBED CROSS HATCHED AREA IS IN AN "A" ZONE DEFINED AS AN AREA OF 100-YEAR FLOOD; BASE FLOOD HAZARD FACTORS NOT DETERMINED.

EAST LINE OF THE NE 1/4 OF SECTION 30 T6N R8E

**CURVE DATA**

| CURVE NUMBER | RADIUS (FEET) | CHORD (FEET) | ARC (FEET) | CHORD BEARING | CENTRAL ANGLE |
|--------------|---------------|--------------|------------|---------------|---------------|
| 1-2          | 1694.03       | 74.78        | 74.79      | N48°04'52"E   | 002°31'46"    |
| 3-4          | 800.00        | 661.23       | 681.66     | S24°56'08"W   | 048°49'14"    |
| 5-6          | 800.00        | 460.80       | 467.42     | S16°12'46.5"W | 033°28'35"    |
| 7-8          | 700.00        | 241.76       | 242.98     | S23°00'25.5"W | 019°53'17"    |

DANE COUNTY ALUMINUM MONUMENT  
 E1/4 CORNER SECTION 30 T6N R8E

VOL 36, P 205-206

N88°39'39"W  
 CERTIFIED SURVEY  
 MAP NO. 7171

1298.12'  
 CERTIFIED SURVEY  
 MAP NO. 5767

**D'ONOFRIO, KOTTKE AND ASSOCIATES, INC.**  
 7530 WESTWARD WAY  
 MADISON, WISCONSIN 53717  
 TEL: 608-833-7530  
 FAX: 608-833-1089

VOL 27  
 P 23 & 124

DATE 3-4-98 REV: 6-23-98  
 F.N. 98-07-100  
 CSM NO. 8957  
 DOC. NO. 2986457  
 VOL 50 PAGE 72

5/18

EASEMENT AGREEMENT

3090089

03-10-1999 2:00 PM

In re:

Trans. Fee

The Lands as described on Exhibit C hereto and Lots 1, 2, 3, and 4, of Certified Survey Map No. 8957, as recorded in Volume 57 of Certified Survey Maps, at Page 72, as Document No. 2986457, in the Office of the Dane County Register of Deeds, all in the Town of Verona, Dane County, Wisconsin.

Rec. Fee 24.00  
Pages 8

000488

Return To:  
Harvey L. Temkin, Esq.  
Foley & Lardner  
P.O. Box 1497  
Madison, WI 53701-1497

Parcel I.D. Nos.:  
31-0608-194-8191-3  
31-0608-194-9500-6  
31-0608-194-9550-6  
31-0608-301-8000-2  
31-0608-301-9500-5

AGREEMENT made as of the 5th day of March, 1999, by Mishpacha, L.L.C., a Wisconsin limited liability company ("Grantor").

RECITALS:

1. Grantor is the owner in fee simple of the Lands as described on Exhibit C hereto, hereinafter referred to as the "Unplatted Lands", and Lots 1, 2, 3, and 4, of Certified Survey Map No. 8957, as recorded in Volume 57 of Certified Survey Maps, at page 72, as Document No. 2986457, in the Office of the Dane County Register of Deeds, Wisconsin, a copy of such certified survey map being attached hereto as Exhibit A, the Unplatted Lands and said Lots 1, 2, 3, and 4 hereinafter referred to as the "Subject Property".
2. Grantor desires to create an easement for ingress and egress on that portion of the Subject Property which is indicated by the words "sixty-six (66) foot wide (private) ingress egress easement to provide access for Lots 1, 2, 3 and 4 to Sugar River Road" and as more fully described on Exhibit B (the "Easement Property") and as shown on Exhibit A across Lots 1, 2, 3 and 4 and extending across the Unplatted Lands, said easement hereinafter referred to as the Easement Property

8/24

3. Grantor desires to specify the terms and conditions upon which the Easement Property will be maintained and used.

NOW, THEREFORE, in consideration of the mutual provisions herein contained affecting the Subject Property:

1. Creation of Easements. Grantor hereby dedicates for use of the owners of the Subject Property and their respective heirs, successors and assigns, together with their respective tenants, employees, and invitees, a perpetual, non-exclusive easement for ingress and egress purposes only over the Easement Property, hereinafter the "Easement", which Easement shall run with the land and be appurtenant to the Subject Property.

2. Maintenance and Improvement.

(a) Until such time as construction is commenced on Lot 1, 2, 3 or 4, the owner of the Unplatted Lands shall be responsible for maintaining the Easement Property from Sugar River Road up to the point at which the Easement Property intersects with the driveway leading to the home marked "existing house" on Exhibit A, unless the maintenance is required due to an act or omission of an owner of Lot 1, 2, 3 or 4 or said owner's agents, employees or invitees, in which case said owner shall be responsible for promptly undertaking and completing such work at said owner's sole cost and expense.

(b) The owner of the Unplatted Lands may, at any time and at its sole cost and expense, cause any portion of the Easement Property located on the Unplatted Lands to be moved, provided that such moving shall not interfere with the right of ingress and egress to and from Sugar River Road. Such portion, as so moved, shall then be subject to this Easement Agreement and all owners of the Subject Property shall then execute and place of record an Amended Easement Agreement which shall change the legal description of the Easement Property.

(c) Upon commencement of construction on Lot 1, 2, 3 or 4, the owner of the Unplatted Land and the owner of those lots of Lot 1, 2, 3, or 4 which have construction commenced or completed thereon shall become responsible for cost of upkeep and repair of the Easement Property, including removal of snow, ice and other obstructions therefrom, and the filling of potholes and ruts, in proportion to the number of houses using the Easement Property, except, however, that if any owner or such owner's agents, employees or invitees, should cause damage to the Easement Property due to excessive use (such as, by way of example only, damage that may be caused by construction vehicles), the said owner shall be solely responsible for promptly undertaking and completing such repair at said owner's sole cost and expense. By way of example, if the owner of Lot 1 constructs or has constructed a house on Lot 1 and if current house on the Unplatted Lands as shown on Exhibit A and the new house on Lot 1 are the sole two houses then existing, then the owners of the Lot 1 house and the owner of said current house shall equally share the cost of upkeep and

repair of the Easement Property. Unless otherwise agreed to by and between the owners of the Subject Land, the owner of the Unplatted Lands shall be responsible for contracting for such work and shall bill the other owners of the Subject Lands in the proportionate amount owed by each of them. Any amount not paid within ten (10) days of when billed shall accrue interest of fifteen percent (15%) per annum. The non paying/non performing owner shall also be obligated to pay all costs, expenses and disbursements, including attorneys' fees, which may be incurred in enforcing the payment obligation or any other obligation contained in this Agreement.

(c) The Easement Property is currently developed with a road which is completed from Sugar River Road to the most easterly point of Lot 1, as shown on the attached certified survey map, Exhibit A hereto. If the owner of Lot 1, 2, 3 or 4, desires to extend the road along the remainder of the Easement Property, or some portion thereof, then the owner so requesting such extension shall notify the other owners of Lots 1, 2, 3 and 4, hereinafter the "other owners" and provide plans and specifications therefor, which the other owners shall have the right to approve, which approval shall not be unreasonably withheld or delayed. The requesting owner shall further provide three (3) bids for such work, and the other owners shall within fifteen (15) days after the requesting owner has forwarded the bids to the other owners, agree on which bid to accept. Absent such agreement, the lowest bid shall be used. The requesting owner may then have the road constructed with the owners of Lots 1, 2, 3 and 4 equally sharing the cost therefor (25% of such cost to be paid by the owner of each of Lot 1, 2, 3, and 4). Such amounts shall be owing to the requesting owner within thirty (30) days after receipt by the other owners of the billing therefor (together with any requested backup and waiver of lien rights). Failure to timely make payment shall result in the same rights and remedies as apply in the event of failure to timely pay for repair and maintenance, as provided above. The road shall be built to present town standards, except that the width of the road asphalt surface does not need to comply with such standards.

(d) Upon the request of any owner of any of the Subject Lands, all the owners of the Subject Lands shall join in a petition to the Town of Verona to make the road a town road, and the owners of each of the Unplatted Lands and Lots 1, 2, 3, and 4 shall each be responsible for twenty percent (20%) of the cost of bringing the driveway within the Easement up to the required town road standards. The requesting owner and the other owners shall proceed with the necessary construction work and payment thereof in the same manner as set forth in section (c) immediately above.

3. Taxes. Each owner of the Subject Lands shall be responsible for timely payment of all real estate taxes, both general and special, levied against the portion of the Easement Property located on said owner's respective property.

4. Insurance. Each owner of the Subject Lands shall obtain reasonable and customary public liability insurance on that portion of the Easement Property lying on said owner's respective property.

5. Warranty of Title. Grantor hereby warrants that it has good and indefeasible fee simple title to the Easement Property, subject to easements, building and use restrictions and municipal and zoning ordinances and that it has full power and authority to convey the rights granted herein. Each owner of the Subject Property retains the right to encumber that portion of the Easement Property located on said owner's respective property, but any such encumbrance shall be subject to this Easement.

6. No Interference With Rights. No owner of the Subject Land hereto shall at any time interfere, or permit said owner's tenants, employees or invitees to interfere, with the ingress and egress rights of use of the Easement by any other owner or said owner's tenants, employees or invitees. No parking or other blockage, whether partial or total, shall be allowed in the easement roadway.

7. Attorneys' Fees. Any owner of the Subject Lands may enforce this instrument by appropriate action, and should said owner prevail in such litigation, the owner shall recover as part of said owner's costs reasonable attorneys' fees.

8. Additional Lands. This Easement shall also be appurtenant to any land which may come into common ownership with the Subject Property.

9. Amendment or Termination. This Agreement may be amended or terminated by a document executed by all of the owners of the Subject Lands, and the consent of no other party shall be required. Any such document shall be recorded with the Dane County Register of Deeds Office.

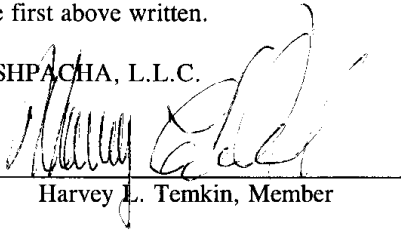
10. Notice. Notice hereunder shall be sufficient if in writing and personally served or mailed, postage-prepaid and properly addressed, to the other owner at aid owner's last known address by registered or certified mail, return receipt requested.

11. Binding Effect. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument executed under seal as of the date first above written.

MISHPACHA, L.L.C.

By:

  
Harvey L. Temkin, Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

000487

Personally came before me this 5<sup>th</sup> day of March, 1999, the above-named Harvey L. Temkin, to me known to be a member of Mishpacha, L.L.C., a Wisconsin limited liability company and the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

Donna J Lindauer

Name: RONNA J LINDAUER  
Notary Public, State of WI  
My commission: exp 11-18-2001.

This document was drafted by:  
Attorney Harvey L. Temkin  
Foley & Lardner  
P. O. Box 1497  
Madison, WI 53701-1497