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Document No.

**THIRD AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR FITCHBURG
BUSINESS AND RESEARCH PARK, CITY OF
FITCHBURG, WISCONSIN**

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018

SEE EXHIBIT B

Parcel Numbers

**THIRD AMENDMENT
TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR FITCHBURG BUSINESS
AND RESEARCH PARK
CITY OF FITCHBURG, WISCONSIN**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR FITCHBURG BUSINESS AND RESEARCH PARK (the "Amendment") is made as of this 23rd day of October, 2000, by FITCHBURG RESEARCH PARK ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Developer").

RECITALS:

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A. Developer prepared and caused to be recorded a Declaration of Protective Covenants describing certain real property located in the City of Fitchburg, Dane County, Wisconsin as amended by a First Amendment to Declaration and a Second Amendment to Declaration (the "Declaration"). The Declaration was recorded with the Dane County Register of Deeds on July 13, 1987 in Volume 10320 of Records, Page 26, as Document No. 2032194, the First Amendment to Declaration was recorded with the Dane County Register of Deeds as Document No. 3018160, and the Second Amendment to Declaration was recorded with the Dane County Register of Deeds as Document No. 3248243. The Declaration covers that real property more particularly described on Exhibit A attached hereto and made a part hereof.

B. Developer desires to revise the Declaration in accordance with this Amendment.

NOW, THEREFORE, Developer hereby declares that the Declaration shall be, and the same hereby is, amended in the following manner.

1. A new Section 7 is hereby added to the Declaration, to read as follows:

7. Common Areas. As used herein, "Common Areas" means any of the following amenities created under (a), (b) or (c), below, which are for the benefit of all members of the Association (as defined in Section 8, below): bicycle paths, pedestrian and skiway paths, stormwater detention and retention areas, stormwater management areas, public access trails and open space area easements. "Common Areas" shall not include any private roads or driveways. Common Areas shall be created as follows:

(a) Designation in this Document. By designation on Exhibit B attached hereto and made a part hereof.

(b) Designation by Agreement of Association and Land Owner in Future Document. By designation as such in a document recorded after the date hereof executed by the Association and the owner of the land on which the newly designated Common Areas exist.

(c) Designation by Developer. A portion of the lands described on Exhibit A are not platted and are not subject to a certified survey map. These lands are referred to as the "Undeveloped Lands."

Developer shall have the unilateral right, at such time as it subjects any portion of the Undeveloped Lands to a plat or certified survey map, to designate a portion of such lands or interest therein as Common Areas by recording a document to such effect.

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2. A new Section 8 is hereby added to the Declaration, to read as follows:

8. Owners Association.

8.1. Association. Every owner in fee simple or of a vendee's interest under a land contract of a Lot (individually an "Owner" and collectively the "Owners") shall automatically be deemed to be a member of the Fitchburg Business and Research Park Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. As used herein, "Lot" shall mean: (a) any property whatsoever that is included as part of the Property and owned as of this date by Developer, excluding any outlots and excluding any Undeveloped Lands; (b) any property whatsoever that Developer by a written recorded instrument subjects in the future to the Declaration as amended hereby; (c) any portion of the Property not now owned by Developer that is in the future declared by the owner of such property, in a written recorded instrument to be a "Lot"; and (d) any portion of the Undeveloped Lands that in the future are subject to a plat or certified survey map, excluding any outlots and lands dedicated to the public. Developer reserves the right, exercisable by recording a document executed by Developer, to cause any lands owned by Developer to cease being Common Areas. In such case, all easements over such lands that exist under Section 8.4 shall cease to apply to such lands.

8.2. Voting Rights. The Association shall have one class of voting membership. Each Owner shall be entitled to one vote for every square foot of Lot area owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine.

8.3. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Areas, and shall

keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's articles and bylaws.

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8.4 Easements for Benefit of Owners. Subject to the provisions herein, every Owner shall have a right to easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Areas.

8.5 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules regulating use of the Common Areas;

(b) the right of the Association (with Developer's consent, so long as Developer owns any portion of the Property) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, or to any private party, as open space, rights-of-way, easement area, parklands or recreational space, so long as such dedication or transfer is subject to the nonexclusive right of members of the Association to continued use of the Common Areas so dedicated or transferred; and

(c) the right of Developer to withdraw certain lands from their status as "Common Areas" under Section 8.1.

8.6 Delegation of Use. Any Owner may delegate its, his or her right of enjoyment to the Common Areas and facilities to its tenants, employees, family members, guests and invitees, subject to such general regulations as may be established from time to time by the Association.

8.7 Damage or Destruction of Common Areas by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of its, his or her guests, tenants, its tenants, employees, family members, guests and invitees, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association.

The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

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8.8 Conveyance of Common Area to Association.

Developer may, at its option, at any time convey to the Association fee title to any Common Area then owned by Developer.

8.9 Acquisition of Additional Common Area. The

Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for Common Areas upon approval by a majority of the votes of the members of the Association and upon approval by Developer.

8.10 General Area Charge. All Lots shall be subject to

general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Common Areas. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs) and shall be divided and levied among all the Lots proportionately, based upon the square footage of the respective Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

8.11 Special Charges. All Lots shall be subject to special

charges, which may be determined and assessed by the Association for the expenses described in Section 8.10 for which the general annual charges are inadequate.

8.12 Collection of Charges and Assessments. The right to

collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of fourteen percent (14%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Section 8.12 shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after

the creation of such liens. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

3. Exhibit B attached hereto is hereby incorporated into the Declaration as Exhibit B thereto.

4. ~~Exhibit C attached hereto is hereby incorporated into the Declaration as Exhibit C thereto.~~

5. Except as modified hereby, all terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed and delivered this Amendment as of the day and year first above written.

FITCHBURG RESEARCH PARK
ASSOCIATES LIMITED PARTNERSHIP, a
Wisconsin limited partnership ("Developer")

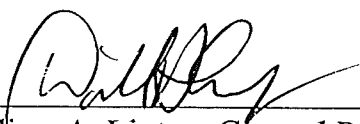
By: 
William A. Linton, General Partner

EXHIBIT A

000560

Parcel I

All of the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin except the following:

- 1) Lands conveyed to Fitchburg Research Park Associates, a Limited Partnership in Warranty Deed recorded in Volume 5427 of Records, page 72 as #1823148.
- 2) Lands conveyed to Laurence E. Davies by land contract recorded in Volume 968 of Records, page 371 as #1580732 and quit claim deed recorded in Volume 3221 of Records, page 89 as #1724759. (Known as Air Comfort lands)
- 3) A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin to wit: Commencing at the West 1/4 corner of said Section 10; thence South 00°42'37" West, 662.30 feet; thence South 62°19'03" East, 127.74 feet to the point of beginning; thence North 00°19'24" East, 352.30 feet; thence South 89°40'36" East, 256.42 feet; thence South 00°25'59" West, 201.27 feet; thence North 89°39'37" West, 182.99 feet; thence South 00°25'17" West, 151.19 feet; thence North 89°35'40" West, 72.78 feet to the point of beginning. (Known as Promega lands)
- 4) Lands platted as "Fitchburg Research Park."
- 5) Lands platted as "First Addition to Fitchburg Research Park."
- 6) Lands platted as "Second Addition to Fitchburg Research Park."

Parcel II

All of the Southwest 1/4 of the Northwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin except the following:

- 1) A 7 acre parcel of land conveyed to Pete Plaas aka H.P. Plaas by deed recorded in Volume 435 of Deeds, page 283 as #673450.

2) One acre parcel, more or less, deeded to John Eaton and wife by deed recorded in Volume 501 of Deeds, page 539 as #750292.

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3) Lands conveyed to Orrin D. Lokken and Mary J. Lokken in Volume 250 of Records, page 433 as #1291012 and Volume 5443 of Records, page 10 as #1823763. Subject to and together with access easement and right of way set forth therein and subject to agreement recorded in Volume 250 of Records, page 434 as #1291013.

4) Lot One (1) Certified Survey Map #3021 recorded in Volume 11 of Certified Survey Map, page 465 as #1598275 including lands shown thereon as "Reserved for Future Road," City of Fitchburg, Dane County, Wisconsin.

5) Lands platted as the "Fitchburg Center -- North Plat."

Parcel III

Lot One (1) Certified Survey Map #3021 recorded in Volume 11 of Certified Survey Map, page 465 as #1598275 including lands shown thereon as "Reserved for Future Road," City of Fitchburg, Dane County, Wisconsin.

Parcel IV

Part of the Northeast 1/4 of the Northwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin described as follows: Commencing at the Southwest corner of said 40 acres; thence North 40 rods along the West line of said 40 acres; thence East 64 rods; thence South 40 rods; thence West 64 rods to the place of beginning (containing 16 acres more or less). Excluding therefrom lands platted as "Fitchburg Center -- North Plat."

Parcel V

The Southeast 1/4 of the Northwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.

The Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.

Parcel VI

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The Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.

Excepting therefrom lands platted as "Fitchburg Center -- North Plat."

Parcel VII

A parcel of lands located in the Northwest 1/4 of the Southwest 1/4 of Section 10 and in the Northeast 1/4 of the Southeast 1/4 of Section 9, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, to wit:

Commencing at the West 1/4 corner of said Section 10; thence South 00°42'37" West, 211.10 feet to the point of beginning; thence South 89°17'23" East, 180.00 feet; thence South 00°42'37" West, 30.00 feet; thence South 82°35'42" East, 484.35 feet; thence North 89°38'20" East, 330.61 feet; thence South 82°23'00" East 347.42 feet; thence South 01°04'28" West, 893.19 feet; thence South 86°25'30" West, 1334.56 feet; thence South 89°47'30" West, 99.77 feet; thence North 02°08'51" East, 400.00 feet; thence South 89°47'33" West, 285.05 feet; thence North 02°08'51" East, 261.61 feet; thence North 89°23'06" East, 368.28 feet; thence South 62°19'03" East, 127.74 feet; thence North 00°19'24" East, 352.30 feet; thence South 89°40'36" East, 256.42 feet; thence South 00°25'59" West, 352.67 feet; thence North 89°35'40" West, 255.74 feet; thence North 62°19'03" West, 127.74 feet; thence North 00°42'37" East, 451.20 feet to the point of beginning.

Subject to an easement for ingress and egress over the following described parcel:

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 9, Town 6 North, Range 9 East and in the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin to wit:

Commencing at the East 1/4 corner of said Section 9; thence along the East line of said Section 9, South 00°42'37" West, 629.29 feet to the point of beginning; thence North 89°23'06" East, 113.25 feet; thence South 00°19'24" West, 66.01 feet; thence South 89°23'06" West, 482.80 feet to the centerline of Fish Hatchery Road; thence along said

centerline North 02°08'51" East, 33.04 feet; thence North 89°23'06" East, 368.28 feet; thence North 00°42'37" East, 33.01 feet to the point of beginning.

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Excepting therefrom lands deeded to Dane County for highway purposes in Volume 5366 of Records, page 57 as #1820546.

Excepting therefrom lands platted as "Fitchburg Center-- North Plat."

Excepting therefrom lands platted as "First Addition to Fitchburg Research Park."

Excepting therefrom lands platted as "Second Addition to Fitchburg Research Park."

Parcel VIII

Part of the Southwest 1/4 of Section 10, Township 6 North, Range 9 East, Town of Fitchburg, and part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 6 North, Range 9 East, City of Fitchburg, all in Dane County, Wisconsin, more fully described as follows:

Beginning at the Southwest corner of said Section 10; thence North 85°54' East along the South line of said Section, 936.3 feet; thence North 330.0 feet; thence North 85°54' East, 421.0 feet; thence South 330 feet; thence North 85°54' East, 230 feet more or less to a point South 85°54' West, 1056 feet from the South 1/4 corner of said Section 10; thence North 330 feet; thence North 85°54' East, 396 feet; thence North 33 feet; thence North 85°54' East, 132 feet; thence South 33 feet; thence North 85°54' East, 478 feet; thence South 330 feet; thence North 85°54' East, 50 feet to the South 1/4 corner of said Section 10; thence North 2640 feet more or less along the North-South quarter line of said Section 10 to the center of said Section 10; thence West along the East-West quarter line of said Section 10, 1320 feet more or less to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 10; thence South 1320 feet more or less along the West line of said Northeast 1/4 of the Southwest 1/4; thence West 1320 feet more or less along the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 10; thence West 400 feet more or less along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 9 to the centerline of Fish Hatchery Road; thence South 1320 feet more or less along the centerline of said road to the South line of said Section 9; thence East 400 feet more or less along the South line of said Section 9 to the point of beginning of this description.

EXCEPTING FROM THE ABOVE:

000564

- 1) Lots 1 and 2 of Certified Survey Map No. 2379 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on May 11, 1997 in Volume 9 of Certified Survey Maps, Page 259, as Document No. 1516966, located in the City of Fitchburg.
- 2) Land conveyed to County of Dane set forth in Warranty Deed recorded September 9, 1983 in Volume 4908 of Records, Page 42, as Document No. 1799796.
- 3) Lands platted as "Fitchburg Center -- North Plat."
- 4) Lands platted as "First Addition to Fitchburg Research Park."
- 5) Lands platted as "Second Addition to Fitchburg Research Park."

Parcel IX

Lot Two (2), Certified Survey Map No. 2379 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on May 11, 1977 in Volume 9 of Certified Survey Maps, Page 259, as Document No. 1516966, located in the City of Fitchburg.

Parcel X

Lots One (1) through Fifteen (15), Fitchburg Research Park, in the City of Fitchburg, Dane County, Wisconsin.

Parcel XI

Lot Sixteen (16), First Addition to Fitchburg Research Park, in the City of Fitchburg, Dane County, Wisconsin.

Parcel XII

Lots Seventeen (17) through Twenty (20), inclusive, Second Addition to Fitchburg Research Park, in the City of Fitchburg, Dane County, Wisconsin.

Parcel XIII

000565

Lots One (1) through Thirteen (13) and Outlots One (1) through Nine (9), Fitchburg Center -- North Plat, in the City of Fitchburg, Dane County, Wisconsin.

Parcel XIV

Lots One (1) through Three (3), inclusive and Outlots One (1) and Two (2), Certified Survey Map No. 9025, recorded as Document No. 3018157.

Parcel XV

Lot One (1), Certified Survey Map No. 5223.

Parcel XVI

Lots Two (2) through Four (4), inclusive, Certified Survey Map No. 6142, recorded as Document No. 2208701.

Parcel XVII

Part of the Southeast 1/4 of Section 10, T6N, R9E, City of Fitchburg, Dane County, Wisconsin, more fully described as follows: Commencing at the East 1/4 corner of the said Section 10; thence S 86° 11' 36" W along the East-West 1/4 line 15.00 feet to the point of beginning;

Thence S 86° 11' 36" W 2703.58 feet to the center of said Section 10; thence S 01° 25' 56" W 2246.53 feet; thence N 86° 09' 43" E 660.54 feet; thence N 01° 25' 56" E 520.00 feet; thence N 86° 41' 52" E 393.66 feet; thence S 09° 29' 39" E 426.49 feet; thence S 03° 18' 08" E 533.49 feet to the south line of said section 10 and the centerline of East Lacy Road; thence N 86° 41' 52" E along the centerline 450.00 feet; thence N 03° 18' 08" W 1517.62 feet; thence N 86° 41' 52" E 1191.35 feet to the East line of the said Section 10; thence N 02° 29' 12" E 1169.34 feet; thence N 45° 40' 04" W 20.02 feet to the point of beginning. Contains 110.078 acres and subject to a public road right-of-way over the southerly 33 feet thereof.

EXHIBIT A (cont'd)

Tax Parcel Numbers

000566

Lot #	Current Parcel #
03	15-0609-102-6003-2
04	15-0609-102-6154-0
05	15-0609-103-0005-1
06	15-0609-103-0156-9
07	15-0609-101-4007-3
08	15-0609-103-2008-4
09	15-0609-103-2159-2
10	15-0609-103-2310-7
11	15-0609-103-2461-5
12	15-0609-103-2612-2
13	15-0609-103-2763-0
0-1	15-0609-102-4301-5
0-2	15-0609-102-6302-0
0-3	15-0609-102-6453-8
0-4	15-0609-101-4154-5
0-5	15-0609-102-6605-4
0-6	15-0609-102-4456-9
0-7	15-0609-103-0307-6
0-8	15-0609-103-2908-5
0-9	15-0609-102-4609-4
Other Lands:	15-0609-103-8003-7 15-0609-104-8501-3 15-0609-103-9142-7 15-0609-103-9153-4 15-0609-103-9244-4 15-0609-094-9500-5 15-0609-103-9770-7 15-0609-103-9650-2 15-0609-103-9001-7 15-0609-103-9501-2 15-0609-103-9280-0

EXHIBIT A (cont'd)

Tax Parcel Numbers

000567

Lot #	Current Parcel #
Fitchburg Research Park Plat:	
01	15-0609-103-3001-9
01	15-0609-103-3002-8
01	15-0609-103-3003-7
02	15-0609-103-3012-6
03	15-0609-103-3023-3
04	15-0609-103-3034-0
05	15-0609-103-3045-7
06	15-0609-103-3056-4
07	15-0609-103-3067-1
08	15-0609-103-3078-8
09	15-0609-103-3089-5
10	15-0609-103-3100-9
11	15-0609-103-3111-6
12	15-0609-103-3122-3
13	15-0609-103-3133-0
14	15-0609-103-3144-7
15	15-0609-103-3155-4
East of 13-15	15-0609-103-8000-0
East of 13-15	15-0609-103-8001-9
East of 13-15	15-0609-103-8002-8
15	15-0609-103-3156-3
16	15-0609-103-3166-1
	15-0609-103-9011-5
17	15-0609-103-4501-2
18	15-0609-103-4532-5
19	15-0609-103-4563-8
20	

Lot #	Current Parcel #
Fitchburg Center North Plat:	
	15-0609-103-8004-6
	15-0609-102-8190-2
	15-0609-094-8410-6
	15-0609-094-8350-9
	15-0609-103-8500-5
	15-0609-103-8501-4
	15-0609-103-8665-7
	15-0609-103-9000-8
	15-0609-103-9500-3
	15-0609-101-9000-0
	15-0609-102-9000-9
	15-0609-102-9065-2
	15-0609-101-8070-6
	15-0609-101-9190-1
	15-0609-102-9500-4
01	15-0609-102-4001-8
02	15-0609-102-4152-6

15-0609-104-8501-3

15-0609-104-8335-5

EXHIBIT B

Designated Common Areas

000568

1. Bruker AXS, Inc. Easement. Easement for a restricted trail and open space area reserved in deed to Bruker AXS, Inc. dated March 1, 1999 recorded with the Dane County Register of Deeds as Document No. 3090419 describing the easterly fifteen feet (15') of vacated portion of "Woods Hollow Road," City of Fitchburg Resolution No. R-122-98, located in the SW 1/4 of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, commencing at the southerly right-of-way line of East Cheryl Parkway, thence continuing along the easterly right-of-way line of vacated Woods Hollow Road to the southwesterly boundary line of Lot 1, Certified Survey Map 9025, recorded with the Dane County Register of Deeds in Volume 50, Pages 235-238, as Document No. 3018157. (Tax Key No. 15-0609-103-9244-4)

2. HospiceCare, Incorporated Easement. Declaration of Easement for Restricted Trail and Open Space Easement dated September 10, 1998 and recorded September 14, 1998 as Document No. 3018159, describing the western 25 feet, the eastern 25 feet, and the southern 50 feet of Lot Three (3), Certified Survey Map No. 9025, recorded with the Dane county Register of Deeds in Vol. 50 of Certified Surveys, as Document No. 3018157, in the City of Fitchburg, Wisconsin. (Tax Key No. 15-0609-104-8501-3)

3. Fitchburg Center Drainage Easement. Any pedestrian trails that might be created under the Declaration of Easements dated August 24, 1999 and recorded December 6, 1999 as Document No. 3176508, as amended by a First Amendment to Declaration of Easements (Drainage Easement to City) dated _____, 2000 and recorded _____, 2000 as Document No. _____, creating an easement over lands legally described on Schedule 1 attached hereto and made a part hereof.

4. C.S.M. 9025 Easement. The area marked on Certified Survey Map No. 9025, recorded as Document No. 3018157 in Volume 50 of Certified Surveys, page 235, as "Restricted Trail & Open Space Area Easement" on Lot 2.

SCHEDULE 1

000569

A parcel of land being part of Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) & Twelve (12), Fitchburg Research Park, located in the NW ¼ of the SW ¼, the NE ¼ of the SW ¼, the SW ¼ of the SW ¼, the SE ¼ of the SW ¼ of Section 10, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of lot 7, Fitchburg Research Park; thence along the west line of said lot 7, S 01°35'12" W, 141.99 feet to the point of beginning; thence S 72°30'00" E, 76.81 feet; thence S 59°57'00" E, 127.00 feet; thence S 06°00'00" E, 80.00 feet; thence S 27°15'00" E, 82.84 feet; thence S 89°49'58" E, 25.99 feet to the westerly right-of-way line of Woods Hollow Road; thence along said westerly right-of-way line, S 01°35'12" W, 99.00 feet; thence N 90°00'00" W, 75.00 feet; thence N 43°25'30" W, 121.00 feet; thence N 56°30'00" W, 61.00 feet; thence N 90°00'00" W, 261.00 feet; thence S 65°00'00" W, 240.00 feet; thence S 82°00'00" W, 73.00 feet; thence N 90°00'00" W, 125.00 feet; thence N 76°45'00" W, 110.00 feet; thence S 57°30'00" W, 28.00 feet; thence S 22°30'00" W, 75.00 feet; thence S 50°35'00" W, 42.00 feet; thence S 85°00'00" W, 48.00 feet; thence S 01°34'56" W, 14.88 feet to the northerly right-of-way line of East Cheryl Parkway; thence along said northerly right-of-way line, N 88°24'25" W, 130.37 feet; thence along the easterly right-of-way line of Research Park Drive 39.18 feet along an arc of a curve to the right with a radius of 25.00 feet whose long chord bears N 43°30'55" W, 35.29 feet; thence continuing along said easterly right-of-way line, N 01°22'34" E, 94.36 feet; thence continuing along said easterly right-of-way line, 160.35 feet along an arc of a curve to the right with a radius of 124.00 feet whose long chord bears N 38°25'16" E, 149.40 feet to a point of reverse curve; thence continuing along said easterly right-of-way line 146.75 feet along an arc of a curve to the left with a radius of 233.34 feet whose long chord bears N 57°26'55" E, 144.34 feet; thence continuing along said easterly right-of-way line, N 39°25'54" E, 37.06 feet; thence S 89°49'58" E, 166.10 feet; thence S 49°09'52" E, 94.43 feet; thence S 90°00'00" E, 59.84 feet; thence N 70°00'00" E, 82.00 feet; thence N 58°58'00" E, 249.00 feet; thence N 76°40'32" E, 56.00 feet; thence S 84°50'00" E, 113.00 feet; thence S 72°30'00" E, 33.19 feet to the point of beginning.

Said parcel contains 275,773 sq.ft. or 6.331 acres.

Parcel Numbers:

- 15-1609-103-3034-0
- 15-1609-103-3045-7
- 15-1609-103-3056-4
- 15-1609-103-3067-1
- 15-1609-103-3078-8
- 15-1609-103-3089-5
- 15-1609-103-3100-9
- 15-1609-103-3111-6
- 15-1609-103-3122-3