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DECLARATION OF
PROTECTIVE COVENANTS

REGISTER'S OFFICE
DARE COUNTY, WISCONSIN
RECORDED ON
JUL 13 3 09 PM '87
CAROL M. HANNAE
REGISTER OF DEEDS

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DECLARATION OF PROTECTIVE COVENANTS
FOR FITCHBURG BUSINESS AND RESEARCH PARK
CITY OF FITCHBURG, WISCONSIN

THIS DECLARATION (the "Declaration") is made as of this 31st day of December, 1986, by FITCHBURG RESEARCH PARK ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Developer"), owner of the property described in Exhibit A attached hereto and made a part hereof (the "Property").

W I T N E S S E T H:

WHEREAS, Developer desires to promote and maintain the Property as an area devoted to business, research and related production activities in harmony with furthering the development and economy of the City of Fitchburg (the "City") and the State of Wisconsin (the "State"); and

WHEREAS, Developer desires to develop the Property with a park-like character which will ensure its being a continued asset to the City and the State; and

WHEREAS, Developer desires to establish a general plan governing the architecture, use and enjoyment of the Property.

NOW, THEREFORE, Developer hereby declares that, for the mutual benefit of its present and future owners of any portion of the Property, the Property shall be subject to the following protective covenants.

ARTICLE I

STATEMENT OF PURPOSE

The purpose of this Declaration is to ensure the highest and best use and the most appropriate development of each building site; to protect owners of building sites against uses of neighboring building sites that may detract from the value of their property; to ensure that all buildings shall be related harmoniously to the terrain and to other buildings in the vicinity; to provide for safe and convenient parking areas; to guard against the erection of poorly designed or proportioned structures, to obtain harmonious use of materials and color schemes; to prevent haphazard, unharmonious improvement of building sites; to secure and maintain the proper setbacks from streets; and to thereby promote the development of the Property as a high-quality business and research park.

ARTICLE II

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DEVELOPMENT REVIEW COMMITTEE

2.01. Composition and Duty. The development review committee described herein (the "Committee") shall have the duty of approving proposed building plans and specifications and enforcing the provisions of this Declaration in accordance with the terms of this Declaration. The Committee shall consist of three (3) members: a partner, employee, agent or other designee of Developer, who shall serve at the pleasure of Developer, an architect, landscape architect or land planning professional selected by Developer, who shall serve at the pleasure of Developer, and one member at-large selected by the written consent of the owners of not less than sixty percent (60%) of the square footage of the Property, who shall serve until the owners of not less than sixty percent (60%) of the square footage of the Property designate in writing a new member. The powers and duties of the Committee shall continue for the term of this Declaration and any extensions thereof.

2.02. Replacement of Committee Members. In the event of incapacity, death or resignation of any Committee member, the remaining member or members shall have full authority to approve or disapprove of building plans and specifications until another member can be appointed. Developer shall have the authority to replace its Committee member, and to designate, by giving written notice to the other two Committee members, a substitute member who shall have the authority to act in the absence of its regular Committee member.

2.03. Standards for Approval. Approval of building plans and specifications shall be based on, in the judgment of a majority of the Committee members present at such meeting, compliance with the standards set forth in Articles I, III and IV. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

2.04. Procedure. Prior to erecting, placing or altering any building or other improvement upon the Property:

a. A preliminary development plan, including such preliminary drawings and specifications, and other information that the Committee may require, shall be submitted in writing to the Committee in sufficient detail to enable the Committee to determine if the final development plans, when submitted, would satisfy the requirements of the Committee. The Committee may, in its sole discretion, waive the requirement of submission of a preliminary development plan.

b. After the Committee has approved the preliminary development plans, the final development plan shall be submitted to the Committee. The final development plan shall include:

(1) Detailed landscape plans and specifications, which shall show existing trees, their species, size and location, and the size and location of proposed landscape materials.

(2) Site plan showing building footprints and square footages, setbacks, existing and finished grade contours, driveways, loading and parking areas, exterior lighting, and development expansion areas.

(3) Detailed building plans and specifications, including description of materials to be used.

(4) Exterior elevations and roof plan, including screening of exterior electrical and air conditioning structures.

(5) Proposed facades of any building, including roofs, with one set of colors and texture samples.

(6) Drawings or descriptions of signs, their dimensions, size, location and color.

All such submissions shall be in writing, in triplicate, over the authorized signature of the party proposing the development, to Developer's Committee member at Developer's address set forth in Section 2.01, together with any applicable fee required under Section 2.05. Developer's Committee member shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the unanimous written consent of all of its members, may take action without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with.

2.05. Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of either. Such fees shall be paid upon submission of any such plans and may be adjusted at any time by the Committee.

2.06 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- c. The development of any property within the Property.

ARTICLE III

ARCHITECTURAL RESTRICTIONS

3.01. Style. Unless otherwise approved by the Committee in writing, all buildings constructed upon the Property shall be contemporary in style.

3.02. Building Setbacks. The following yard or building setback requirements shall apply to all parcels that are located within the Property.

- a. All buildings shall have a setback minimum of thirty (30) feet from parcel lines abutting any public street.
- b. All buildings shall have a setback minimum of ten (10) feet from any parcel line shared in common with another parcel owner within the Property and which joins a parcel line abutting a public street ("Side Yard Line").
- c. All buildings shall have a setback minimum of twenty (20) feet from any parcel line shared in common with another parcel owner and that is bounded by two Side Yard Lines as described in b. above.

3.03. Building Area. To achieve a density of development which will preserve the Property's park-like characteristics,

buildings on each lot, including all roofed area, shall not cover more than twenty percent (20%) of the gross land area. No Parcel shall have a floor area ratio (F.A.R.) greater than .35. F.A.R. shall be determined by dividing gross floor area of all buildings on a lot by the land area of that lot. Parking and outside storage areas are not included in the calculation of F.A.R.

3.04. Building Materials. The exterior walls of each building shall be constructed of durable, permanent architectural materials which are compatible with park-like standards. The front facade and streetside facades shall incorporate brick, stone, architectural concrete panels, architectural metal, architectural wood and/or glass into their design. Unfaced concrete block, structural concrete, prefabricated metal siding and the like shall not be permitted without the prior written approval of the Committee.

3.05. Building Roofs. Building roofs shall be uncluttered. At the discretion of the Committee, pitched roofs may be required.

3.06. Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building.

3.07. Building Location. All buildings should be sited on the lot to present their most desirable face to the street and, where possible, should be related to buildings on adjoining lots.

3.08. HVAC Units and Miscellaneous Equipment. Cooling towers, rooftop and ground-mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view.

3.09. Parking. All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. Property owners shall provide for one parking space per 300 square feet of usable floor area excluding stairs, toilets, and mechanical and electrical spaces of each building. Off-street parking shall be along the side of or to the rear of the building unless prior approval is received from the Committee, except that an office staff and guest parking lot containing not more than twenty-five (25) spaces may be located within the front or streetside yard. Such parking lots shall be located at least fifteen (15) feet from any parcel line. All parking areas, driveways, and loading areas shall be hard-surface paved, dust-free and

properly marked. When curbs are desired, they should be of concrete. All parking areas shall be screened from public streets and adjacent developed parcels by earth berms or plantings to assure that the visual impact of large paved areas and standing automobiles is minimized, and that the effect of the natural landscape and architecture dominates.

3.10. Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

3.11. Temporary Buildings. No building or structure of a temporary or prefabricated character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

3.12. Fencing. Fences shall not be allowed, except for screening of service areas, without the prior written consent of the Committee.

3.13. Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Committee. The setback area abutting streets should be landscaped with a combination of deciduous canopy trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the right-of-way and the building setback line of each parcel shall be landscaped with a combination of landscape plantings and earth berms to create a visual screen of all use areas with the exception of the building facade. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Committee. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Committee approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding.

3.14. Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

ARTICLE IV
USE RESTRICTIONS

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4.01. Signs.

a. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs identifying the name, business and products of the person or firm occupying the premises, and those offering the premises for sale or lease. The size and style of all permitted signs shall be approved by the Committee in writing.

b. Sign locations shall be governed by the setback requirements unless written permission is given by the Committee for a non-conforming location.

c. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Committee in writing.

d. One (1) on-site temporary sign for the purpose of describing a construction project or advertising the sale or lease of a site or building will be permitted, provided the sign is no larger than thirty-two (32) square feet and is not permitted to remain on the site beyond the completion of such construction, sale or lease.

4.02. Storage. Outdoor storage or operations shall not be permitted without the prior written approval of the Committee. All such storage or operations, if approved by the Committee, shall be located to the rear of the building or an interior side yard behind the front yard setback and enclosed or screened as specified elsewhere herein. Such outdoor storage or operation shall not exceed the height of such screening. Walls, berms or non-metallic fencing shall be considered appropriate screening.

4.03. Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened so as not to be visible from any street or adjacent lots.

4.04. Nuisances. No noxious, dangerous or offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become a hazard or nuisance to abutting properties or the area or neighborhood in general.

4.05. Repair of Buildings. No building or structure shall be permitted to fall into disrepair and each building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. If, in the opinion of the Committee proper maintenance is not being undertaken, Developer, any time after thirty (30) days of written notification to the owner, may contract for the completion of such maintenance work. Developer shall have the right to bill the owner for such costs plus 10% thereof for administration. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Committee.

ARTICLE V

DIVISION OF LOTS BY OWNERS

No platted parcel located within the Property shall be further divided into parcels smaller than one and one-half (1-1/2) acres without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE VI

MISCELLANEOUS

6.01. Enforcement. The Committee shall have the sole right to enforce the provisions of this Declaration by proceedings at law or in equity for a period of thirty (30) days from the date on which any owner of a lot subject to this Declaration files a complaint with the Committee alleging a violation of this Declaration. If the Committee denies the complaint or fails to commence proceedings to remedy the alleged violation within the thirty (30)-day period, then the complainant may have the right to enforce the provisions of this Declaration by proceedings at law or in equity, provided, however, that the complainant must commence such proceedings within a period of ninety (90) days from the date the complaint was first filed with the Committee. The petitioner's right to commence any proceedings to enforce this Declaration shall be conditioned on the complainant's being either: (a) Developer; or (b) an owner of a parcel located within the Property. The failure of these parties to enforce any restrictions herein contained shall in no event be deemed to be a waiver of right to do so thereafter, nor the right to enforce any other restrictions.

6.02. Attorney's Fees. In any legal or equitable proceedings for the enforcement, or to restrain the violation, of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees for the prevailing party or parties in such amount as may be fixed by the court in such proceedings.

6.03. Severability. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

6.04. Ordinances. If the City of Fitchburg's General Ordinances and land use restrictions differ from those set forth in this Declaration, then compliance with the more restrictive provisions shall be required.

6.05. Amendments. This Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, as to the whole Property or any portion thereof, at the discretion of Developer. At such time as eighty percent (80%) of the total square footage of the Property has been conveyed to persons other than Developer, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of Developer and the owners of two-thirds (2/3) of the square footage of that portion of the Property not owned by Developer. At such time as Developer ceases to have any interest in the Property, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of the owners of two-thirds (2/3) of the square footage of the Property. Any written consent described in this Section 6.05 that terminates or amends this Declaration shall be in recordable form and shall take effect upon recordation.

6.06. Term. The benefits and burdens of the covenants, conditions and restrictions of this Declaration shall run with the land and shall bind, and inure to the benefit of, any owner, tenant or occupant of any land subject to this Declaration, their successors and assigns. This Declaration shall continue in effect for a period of twenty (20) years from the date this Declaration is initially recorded. After the expiration of such twenty (20)-year period, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided for in Section 6.05.

6.07. Governing Law. This Declaration shall be governed by the laws of the State of Wisconsin.

6.08. Present Structures Exempt. Notwithstanding anything set forth in this Declaration to the contrary, all buildings and other structures now located upon the Property, as the same may be repaired from time to time, shall be deemed to be exempt from the requirements imposed by Articles II and IV of this Declaration to the extent that such buildings and structures do not now comply with any of such requirements.

IN WITNESS WHEREOF, Fitchburg Research Park Associates Limited Partnership has executed and delivered this instrument as of the day and year first above written.

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

By: *William A. Linton*
 William A. Linton, General Partner

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

On this 19th day of June, 1987, William A. Linton, a general partner of Fitchburg Research Park Associates Limited Partnership, a Wisconsin limited partnership, to me personally known, acknowledged that he signed the above document for the purposes recited therein on behalf of said partnership.

Suzanne Schwartz
 Notary Public, State of Wisconsin
 My Commission: August 26, 1990

This Instrument Was Drafted
 By And Should Be Returned To:

Tod B. Linstroth, Esq.
 Michael, Best & Friedrich
 Post Office Box 1806
 Madison, WI 53701-1806

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)

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 293 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.

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.

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).

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

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.

Parcel VII

A parcel of land 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.

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

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 Degrees 54 Minutes East along the South line of said Section, 936.3 feet; thence North 330.0 feet; thence North 85 Degrees 54 Minutes East, 421.0 feet; thence South 330 feet; thence North 85 Degrees 54 Minutes East, 230 feet more or less to a point South 85 Degrees 54 Minutes West, 1056 feet from the South 1/4 corner of said Section 10; thence North 330 feet; thence North 85 Degrees 54 Minutes East, 396 feet; thence North 33 feet; thence North 85 Degrees 54 Minutes East, 132 feet; thence South 33 feet; thence North 85 Degrees 54 Minutes East, 478 feet; thence South 330 feet; thence North 85 Degrees 54 Minutes 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:

- (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, 1977 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.

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.

The City of Fitchburg, Wisconsin (the "City") hereby acknowledges and agrees that all of the City's right, title and interest in an to that certain real property described as Lot One (1), Certified Survey Map No. 5223, recorded in Volume 23 of Certified Survey Maps of Dane County, Wisconsin, pages 322-325, as Document No. 2014064, City of Fitchburg, Dane County, Wisconsin (the "City Property") shall be, and it hereby is, made subject to that certain Declaration of Protective Covenants for Fitchburg Business and Research Park dated as of December 31, 1986 and executed by Fitchburg Research Park Associates Limited Partnership, a Wisconsin limited partnership, which Declaration describes certain real property that includes the City Property.

Dated this 10th day of June, 1987.

CITY OF FITCHBURG, a Wisconsin municipal corporation

By: G. Jeanie Sieling
G. Jeanie Sieling, Mayor

By: Nedra L. Culp
Nedra L. Culp, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 10th day of July, 1987, G. Jeanie Sieling and Nedra L. Culp, known to me to be the Mayor and City Clerk of the City of Fitchburg, a Wisconsin municipal corporation, who executed the above instrument.

Diane Mancusi
Notary Public, State of Wisconsin
My Commission: 6/15/88

Drafted by:
Jesse S. Ishikawa, Esq.
MICHAEL, BEST & FRIEDRICH
One South Pinckney Street
Post Office Box 1806
Madison, WI 53701-1806
Phone: 608-257-3501
1635v