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**DECLARATION OF JOINT DRIVEWAY
EASEMENT**

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

See Exhibit A and Exhibit B
Parcel Number

DECLARATION OF JOINT DRIVEWAY EASEMENT

THIS DECLARATION (the "Declaration") is executed this 8 day of September, 2005, by W.C. Development, Corp. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of lands more particularly described on Exhibit A attached hereto and made a part hereof ("Parcel A"); and

WHEREAS, Declarant is the owner of lands more particularly described on Exhibit B attached hereto and made a part hereof ("Parcel B"); and

WHEREAS, Declarant desires to construct a driveway (the "Driveway") upon those that portion of Parcel A more particularly described on Exhibit C attached hereto and made a part hereof (the "Easement Property"); and

WHEREAS, Declarant desires to create an easement over the Easement Property to enable the owner of Parcel A and the owner of Parcel B to use the Driveway, pursuant to the terms of this Declaration.

13/35

NOW, THEREFORE, Declarant does hereby declare that:

1. Declarant hereby creates, grants and conveys a non-exclusive easement and right-of-way to the owners of Parcel A and Parcel B (respectively "Parcel A Owner" and "Parcel B Owner") to use the Driveway and the Easement Property as a joint driveway for ingress and egress to Mayo Drive from Parcels A and B and for parking in the parking stalls depicted on the attached Exhibit D.

2. The easement granted in Section 1, above, may be used by the owner of the fee simple interest in Parcel A and its tenants, employees, customers and invitees in common with the owner of the fee simple interest in Parcel B and its tenants, employees, customers and invitees.

3. The owner of either Parcel may construct the Driveway at its sole expense. Such owner is referred to as the "Constructing Party, and the owner of the other Parcel is referred to as the "Non-Constructing Party." At such time as a Non-Constructing Party commences construction of any building on the property owned by the Non-Constructing Party, then the Non-Constructing Party shall pay to the Constructing Party one-half of the Constructing Party's documented costs incurred in the construction of the Driveway. The Non-Constructing Party shall pay its share within thirty (30) days of billing therefor. If the Non-Constructing Party does not promptly pay its share, Constructing Party shall then have an immediate right to reimbursement from the Non-Constructing Party, together with interest at the rate of eighteen percent (18%) per year on the unpaid amount, together with all reasonable attorneys' fees and other costs of collection incurred by Constructing Party.

4. If a building exists only upon one of the Parcels, the owner of that Parcel shall bear all of the expenses of maintaining, repairing, and removing snow and debris from, the Driveway. Following construction of a building on the other Parcel, Parcel A Owner and Parcel B Owner shall bear all of such expenses equally. Unless Parcel A Owner and Parcel B Owner agree otherwise, all maintenance, repair and removal shall be performed by the Parcel A Owner, and Parcel B Owner agrees to promptly pay its share of the expenses of maintenance, repair and removal incurred by Parcel A Owner within thirty (30) days of billing therefor. If the Parcel B Owner does not promptly pay its share, the Parcel A Owner may pay the full cost and then have an immediate right to reimbursement from the owner of Parcel B, together with interest at the rate of eighteen percent (18%) per year on the unpaid amount, together with all reasonable attorneys' fees and other costs of collection incurred by Parcel A Owner. Repairs and maintenance shall be performed at such times and in such manner as is mutually agreeable to the parties. If the parties are unable to agree within ten (10) days of written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon the request of either party, to arbitration.

5. Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress and shall take no action to prevent the other party's enjoyment of such rights of ingress and egress.

6. Any notice given in connection with this Declaration shall be in writing and shall be personally delivered or mailed to the recipient at its last known address, first class, United States mail, postage prepaid. Notice by mail shall be deemed effective upon the third day following deposit in the United States mail.

7. The easements created by this Declaration shall be deemed to be easements running with the land, and shall inure to the benefit of, and be binding upon, the Parcel A Owner and Parcel B Owner and their respective successors and assigns.

8. Parcel A Owner shall indemnify and defend Parcel B Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees. Parcel B Owner shall indemnify and defend Parcel A Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel A by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees.

9. Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Parcel B Owner and any other party designated by Parcel B Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel A Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel A Owner shall provide Parcel B Owner and the other parties designated by Parcel B Owner with a copy of the insurance policy endorsement or wording showing that Parcel B Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of Parcel A Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be

satisfactory in all respects to Parcel B Owner and the holder of any mortgage against Parcel B. Parcel A Owner shall deliver to Parcel B Owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to Parcel B Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Parcel B Owner. At least thirty (30) days before the expiration of Parcel A Owner's policies, Parcel A Owner shall furnish Parcel B Owner with renewals or "binders" of the policies, or Parcel B Owner may order such insurance and charge the cost to Parcel A Owner. Parcel A Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by Parcel A Owner. Parcel B Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

10. Parcel B Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Parcel A Owner and any other party designated by Parcel A Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel B Owner's use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Property is located. For each year in which this easement is in effect, Parcel B Owner shall provide Parcel A Owner and the other parties designated by Parcel A Owner with a copy of the insurance policy endorsement or wording showing that Parcel A Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of Parcel B Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Parcel A Owner and the holder of any mortgage against Parcel A. Parcel B Owner shall deliver to Parcel A Owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to Parcel A Owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Parcel A Owner. At least thirty (30) days before the expiration of Parcel B Owner's policies, Parcel B Owner shall furnish Parcel A Owner with renewals or "binders" of the policies, or Parcel A Owner may order such insurance and charge the cost to Parcel B Owner. Parcel B Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by Parcel B Owner. Parcel A Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

11. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and

assigns. Should either Parcel A or Parcel B be subjected to the condominium form of ownership, the association of condominium owners created pursuant to Chapter 703, Wisconsin Statutes shall be the sole representative of all of the fee simple owners of such Parcel in all dealings with the owner of the other Parcel under this Agreement, and the owner of the other parcel shall be entitled to rely on all actions of the association as the actions of all owners of said parcel so subjected to the condominium form of ownership. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

12. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

13. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

[Execution page follows]

001023

EXHIBIT A

Lot 90, Second Addition to Midtown Commons, in the City of Madison, Dane County,
Wisconsin.

Parcel Number: 251-0708-344-2401-5

EXHIBIT B

001024

Lot 91, Second Addition to Midtown Commons, in the City of Madison, Dane County,
Wisconsin.

Parcel Number: 251-0708-344-2402-3

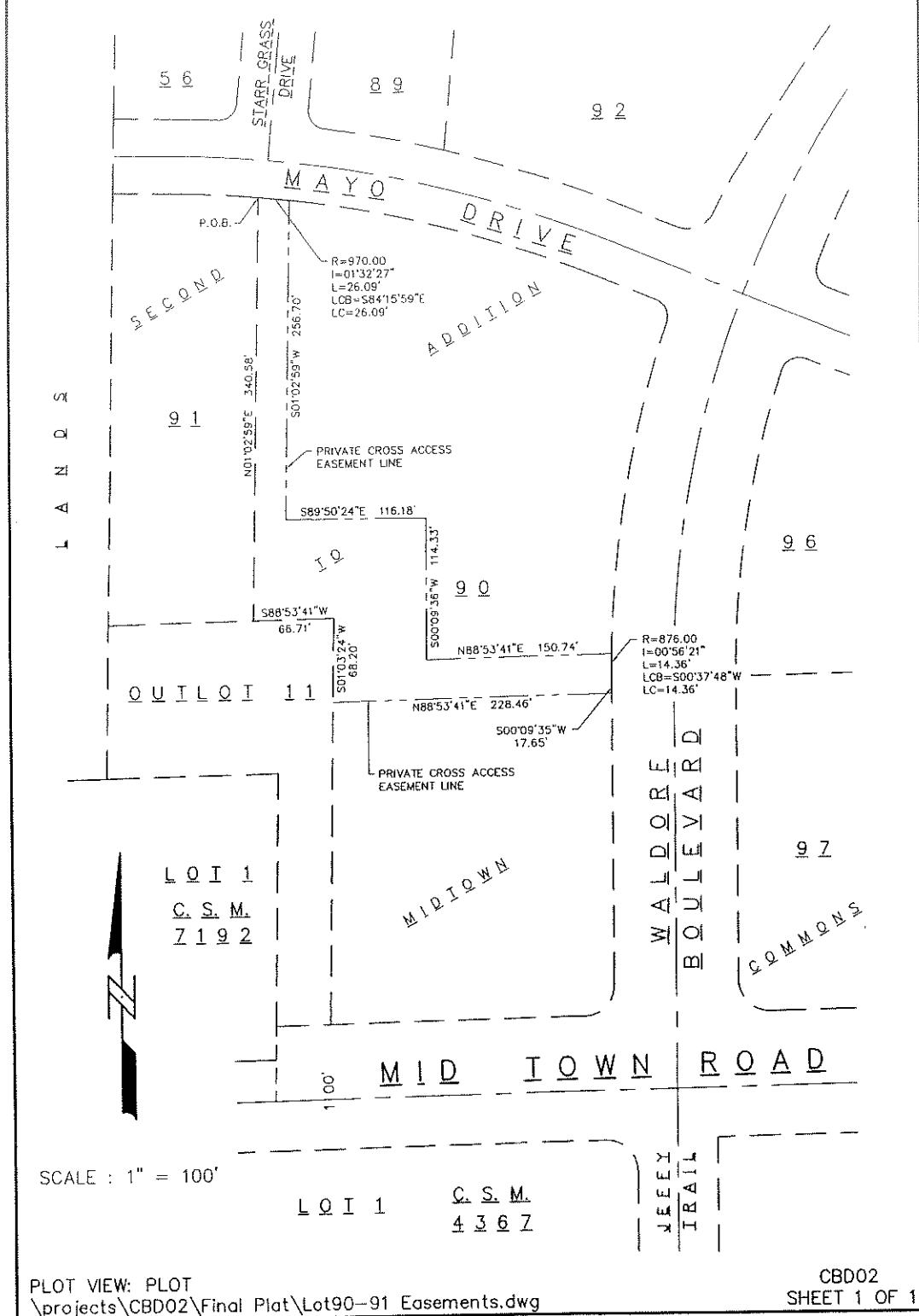
EXHIBIT C

[DESCRIPTION OF EASEMENT PARCEL]

A private cross access easement over, under and across part of Lot 90, SECOND ADDITION TO MID TOWN COMMONS, as recorded in Volume 58-076A of Plats, on pages 383-384, as Document Number 4064709, Dane County Registry and located in the Southeast Quarter of the Southeast Quarter of Section 34, Township 7 North, Range 8 East, City of Madison, Dane County, Wisconsin. Said easement more fully described as follows:

Beginning at the Northwest corner of said Lot 90, said point being a point of curvature on the Southerly right-of-way line of Mayo Drive; thence along said Southerly right-of-way line and the arc of a curve to the right through a central angle of 01 degree 32 minutes 27 seconds, a radius of 970.00 feet, an arc distance of 26.09 feet and a chord bearing South 84 degrees 15 minutes 59 seconds East, 26.09 feet; thence South 01 degree 02 minutes 59 seconds West, 256.70 feet; thence South 89 degrees 50 minutes 24 seconds East, 116.18 feet; thence South 00 degrees 09 minutes 36 seconds West, 114.33 feet; thence North 88 degrees 53 minutes 41 seconds East, 150.74 feet to the Westerly right-of-way line of Waldorf Boulevard and a point of curvature; thence along said Westerly right-of-way line and the arc of a curve to the left through a central angle of 00 degrees 56 minutes 21 seconds, a radius of 876.00 feet, an arc distance of 14.36 feet and a chord bearing South 00 degrees 37 minutes 48 seconds West, 14.36 feet; thence continuing along said Westerly right-of-way line, South 00 degrees 09 minutes 35 seconds West, 17.65 feet; thence South 88 degrees 53 minutes 41 seconds West, 228.46 feet to the East line of Outlot 11 of said SECOND ADDITION TO MID TOWN COMMONS plat; thence North 01 degree 03 minutes 24 seconds East, along said East line, 68.20 feet; thence South 88 degrees 53 minutes 41 seconds West, 66.71 feet to the most Westerly line of said Lot 90; thence North 01 degree 02 minutes 59 seconds East, along said most Westerly line, 340.58 feet to the point of beginning.

CITY OF MADISON PRIVATE CROSS ACCESS EASEMENT



PLOT VIEW: PLOT
projects\CBD02\Final Plat\Lot90-91 Easements.dwg

CBD02
SHEET 1 OF 1

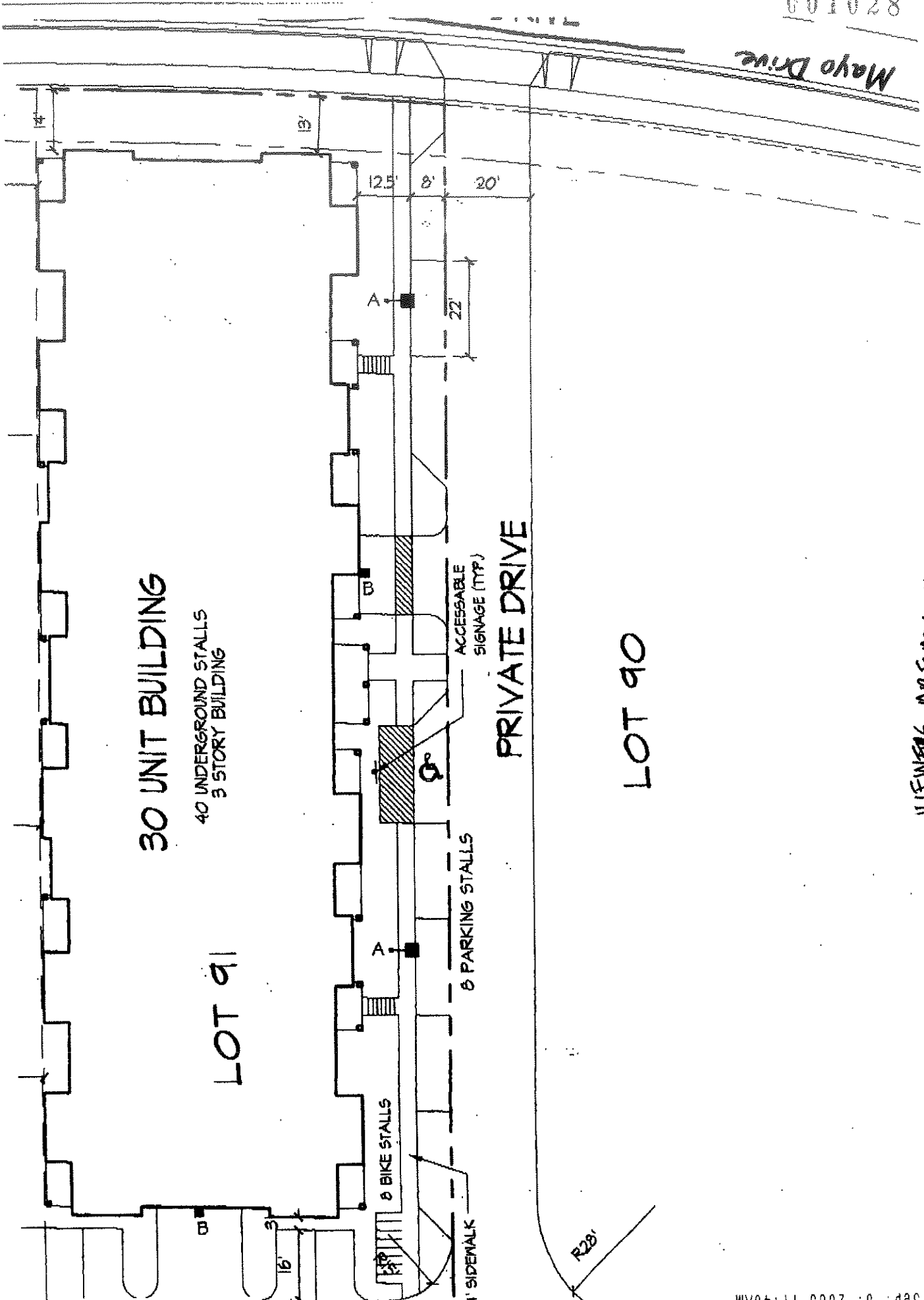
EXHIBIT D

001027

[SITE PLAN]

820100

Mayo Drive



30 UNIT BUILDING

40 UNDERGROUND STALLS
3 STORY BUILDING

LOT 91

8 BIKE STALLS

8 PARKING STALLS

PRIVATE DRIVE

ACCESSIBLE
SIGNAGE (TYP)

LOT 90

VIEWERS ARE ADVISED TO IGNORE THE ILLEGIBLE
TEXT ON THIS MAP. PRESENTED TO SHOW SPATIAL ONLY. *J. J. J.*

J. J. J.