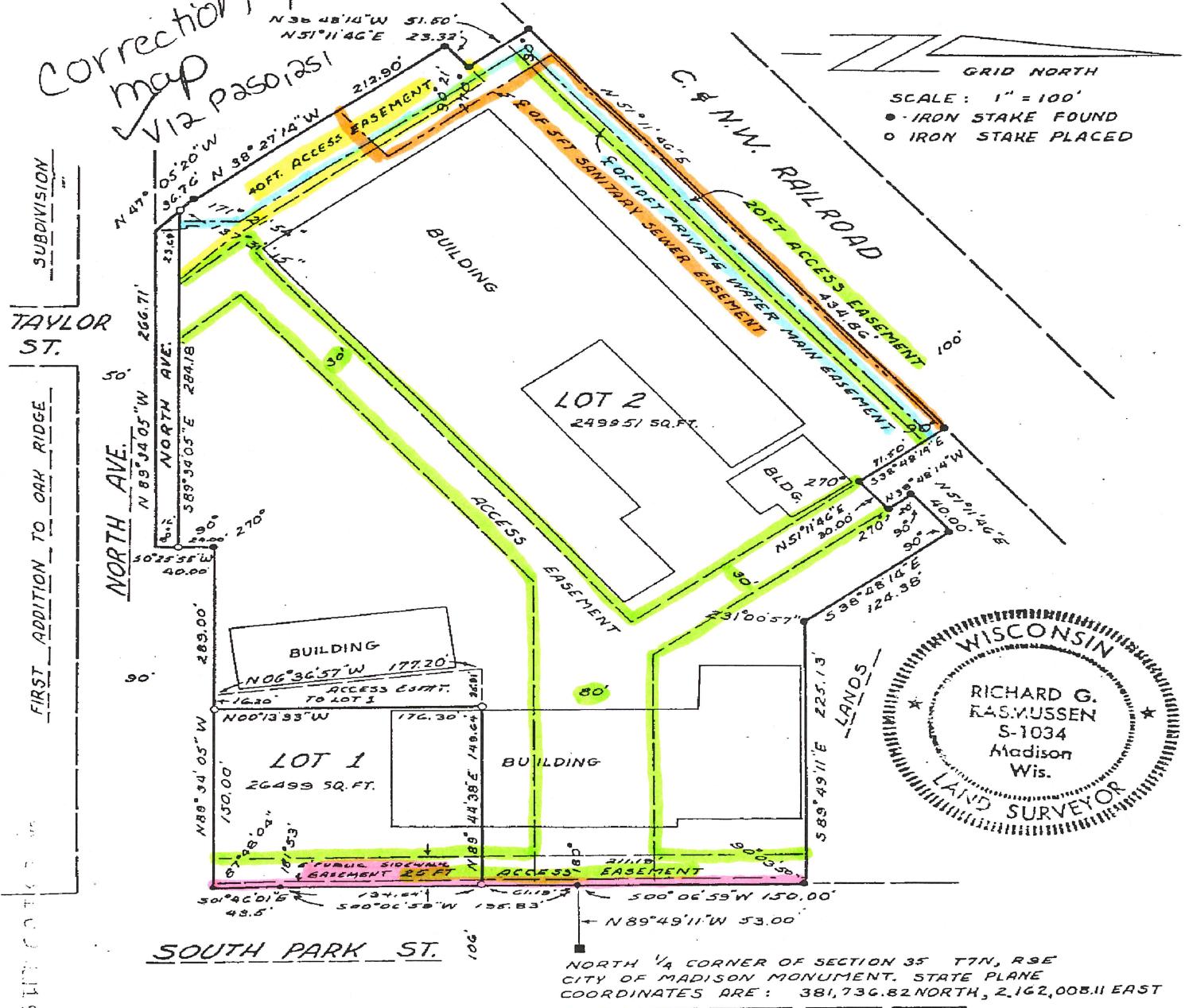


CE..TIFIED SURVEY 3206

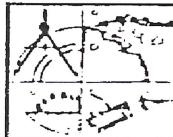
Correction
map
✓ V12 PASO, 251
N 36° 4'
N 51°



SURVEYOR'S CERTIFICATE

I, Richard G. Rasmussen, registered Land Surveyor, S-1034, do hereby certify that this is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Madison, City of Madison, and Dane County, Wisconsin. I also certify that I have surveyed and mapped the lands described herein and that the map is a correctly dimensioned representation in accordance with the information furnished.

Richard G. Rasmussen
Richard G. Rasmussen, R.L.S. S-1034



D'ONOFRIO, KOTTKE
AND ASSOCIATES, INC.

7530 WESTWARD WAY
MADISON, WISCONSIN 53717
AREA CODE: 608-838-3241

Date: May 10, 1978

JOB NUMBER 77 07 125

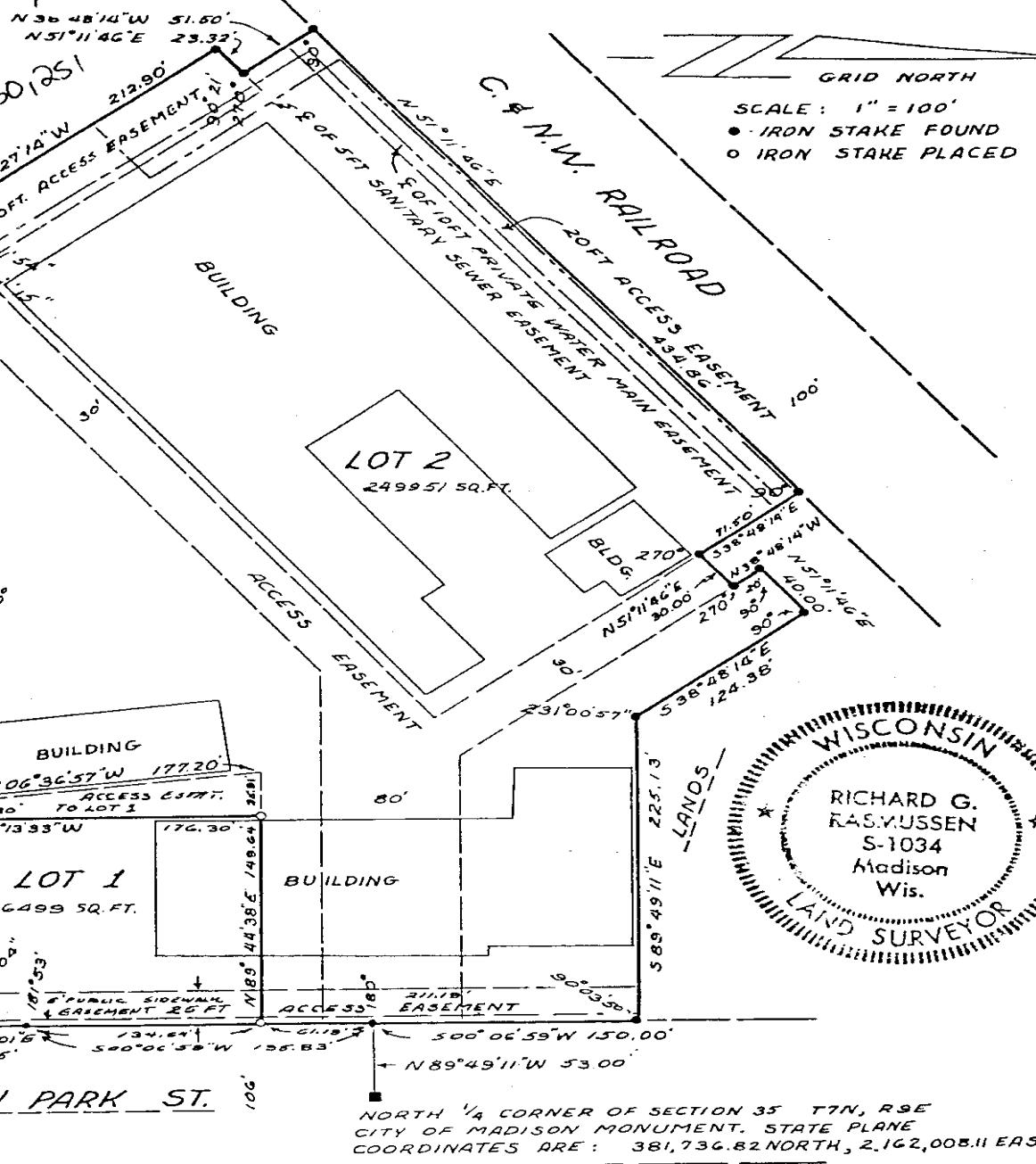
DOCUMENT NUMBER 1626109

CERTIFIED SURVEY NUMBER 3206

PAGE 1 OF 2 PAGES

CERTIFIED SURVEY

3206

Correction
map

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Richard G. Rasmussen
Richard G. Rasmussen, R.L.S. S-1034

Date: May 10, 1978

JOB NUMBER 77 07 125

DOCUMENT NUMBER 1626109

CERTIFIED SURVEY NUMBER 3206

D'ONOFRIO, KOTTKE
AND ASSOCIATES, INC.7830 WESTWARD WAY
MADISON, WISCONSIN 53717
AREA CODE: 608-236-3341

DESCRIPTION-

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 35, and in the SE 1/4 of the SW 1/4 of Section 26, T7N, R9E, Town of Madison, Dane County, Wisconsin, To-wit: Commencing at the North quarter corner of said Section 35; thence N89°49'11"W, 53.00 feet to the point of beginning; thence S00°06'59"W, 195.83 feet; thence S01°46'01"E, 43.5 feet; thence N89°34'05"W, 289.00 feet; thence N38°27'14"W, 212.90 feet; thence N47°05'20"W, 36.76 feet; thence N38°48'14"W, 51.50 feet; thence N51°11'46"E, 434.86 feet; thence S38°48'14"E, 71.50 feet; thence N51°11'46"E, 30.00 feet; thence N38°48'14"W, 20.00 feet; thence N51°11'46"E, 40.00 feet; thence S38°48'14"E, 124.38 feet; thence S89°49'11"E, 225.13 acres.

Approved for recording per Dane County Agriculture, Zoning, Planning and Water Resources Committee action of May 25, 1979.

M. L. Johnson # 2168
Authorized Representative

Approved for recording per City of Madison Plan Commission Secretary.

Date: 5-24-79 Charles R. Dinauer
Charles R. Dinauer BY EOK

Received for recording this 19 day of June, 1979 at 12:01 o'clock P.M. and recorded in Volume 12 of Certified Surveys on page 287-288.

"Resolved, that this Certified Survey including any dedications shown thereon, which has been duly filed for approval of the Town Board of the Town of Madison, Dane County, Wisconsin, be and the same is hereby approved as required by Chapter 236 of the Wisconsin Statutes.

"I hereby certify that the above is a true and correct copy of a resolution adopted by the Town Board of the Town of Madison on this 29th day of May, 1979."

Donna L. Meier
Donna Meier, Town Clerk

Carol R. Mahnke
Harold K. Hall, Register of Deeds
Carol R. MAHNKE
By: Marion Jordan, Deputy
OWNER'S CERTIFICATE OF DEDICATION

As owner, I hereby certify that we caused the land described on this Certified Survey to be surveyed, divided, mapped and dedicated as represented on this survey map.

WITNESS the hand and seal of said owners this 16 day of MAY, 1978,

Miles C. Durfee

STATE OF WISCONSIN) SS
COUNTY OF DANE)

Personally came before me this 16th day of May, 1978,
the above named Miles C. Durfee to
me known to be the person who ex-

ecuted the foregoing instrument and acknowledged the same.

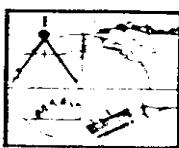
Karen A. Kellogg
Notary Public, Dane County, Wisconsin

My Commission expires 7/26/81

NOTE:

This document is to correct the right-of-way location of South Park Street as shown on Certified Survey Number 3186 recorded in Volume 12 of Certified Surveys on Pages 250 and 251. Document #1623432, Dane County Registry.

JOB NUMBER 77 07 125
DOCUMENT NUMBER 1626109
CERTIFIED SURVEY NUMBER 3206



D'ONOFRIO KOTTKE
AND ASSOCIATES, INC.

7530 WESTWARD WAY
MADISON, WISCONSIN 53717
AREA CODE: 608-836-3241

This agreement made this 19th day of October, A. D. 1933 by and between Quinn Construction Company, a Wisconsin Corporation, hereinafter called grantor, and Veronica Parthun, Anton Newell, Frank X. Newell, Peter Newell, hereinafter for convenience called grantees, WITNESSETH: Whereas, grantor has heretofore conveyed to grantees certain real estate and certain vehicular easements and certain easements in connection with a spur railroad track, all of which easements affect premises known and described as follows:

Beginning at Northeast corner of Northwest $\frac{1}{4}$ of Section 35, thence running East along North line of Section 35, to West line of Oregon road, thence along said West line of Oregon road South 13 deg. 13' West about 284.3 ft. to North line of North Ave. of first Add. to Oakridge Subd. as per recorded plat thereof, thence West on the line parallel with the North line of said section 35 to the Easterly line of the right-of-way of the Chicago & Northwestern R. R., thence North 50 degs. 35' East along said Easterly line of said right-of-way to North line of Sec. 35, thence continuing Northeasterly along said right-of-way 271 ft. in Sec. 26, thence North 1010.5 ft. to a point 790 ft. distant from the West line of the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 26 and 4 rds. South of center of creek, which connects Lake Wingra with Lake Monona, thence Easterly along line 4 rods South of center of said creek to East line of the Southwest $\frac{1}{4}$ of Section 26, thence South 1096 ft. to point of beginning, excepting therefrom RR. right-of-way across said lands all in Town 7, Range 9 East.

and

Whereas, said easements aforementioned are indefinite in description and location and are indefinite as to the extent of usage to which each of the parties hereto is entitled; and

Whereas, each of the parties hereto is desirous of affixing a definite description, location and usage of all of said easements;

NOW, THEREFORE, all parties hereto mutually agree in consideration of the stipulations and agreements herein contained and the mutual benefits to be derived by this agreement, that the said vehicular easements and spur railroad track easements shall be henceforth from this day defined, located and described as is shown upon the attached survey which is marked "exhibit A" and made a part hereof, said survey being made expressly for the purpose of locating, defining and describing said easements.

It is mutually agreed that grantees, their successors, heirs and assigns shall have upon premises of grantor and Veronica Parthun a perpetual vehicular right of way in common with each other and with grantor and Veronica Parthun, their successors, heirs and assigns for purposes of ingress and egress from their respective properties. Said vehicular right of way is designated upon said survey in red color and particularly described as follows:

Beginning at the North East corner of the Northwest $\frac{1}{4}$ of Sec. 35 Town 7 North Range 9 East Dane County, Wisconsin; thence East along the North line of said section 35 to the West line of the Oregon road; thence South 13 deg. 13' West to a point which is 30 feet south of said North line of said section 35; thence West parallel to the North line of said section 35 to a point 30 feet Southeasterly from the Newell Bros. property which is described in a deed recorded in volume 344 of Deeds on page 491, said 30 feet to be at a right angle to said Southeast line of said Newell Bros. property; thence Southwesterly parallel to the said Southeast line and 30 feet therefrom to a point 30 feet

Northeasterly from the Northeast line of land deeded by Veronica R. Parthun to the Quinn Construction Company and recorded in Volume 360 of Deeds on page 154, said 30 feet to be at a right angle to said Northeast line of said Quinn Construction Company property, thence southeasterly parallel to the said northeast line and 30 feet therefrom to the North line of North Avenue as platted in the recorded plat of the First Addition to Oakridge; thence West along the North line of said North Avenue to the West line of Taylor Street extended, as platted in the recorded plat of the First Addition to Oakridge; thence Northwesterly along the Northeast line of the above mentioned Quinn Construction Company property to the South corner of the Newell Bros. property; thence Northeasterly along the Southeast line of said Newell Bros. property 414 & 86/100 feet to the East corner thereof; thence Northwesterly along the Northeast line of said Newell Bros. property and an extension of said Northeast line 241 & 5/10 feet to a point

20 feet southeasterly from the Southeast line of the Chicago and Northwestern Railroad right-of-way; thence Southwesterly parallel to said right-of-way and 20 feet therefrom 414 & 86/100 feet; thence Southeasterly at a right angle to said right-of-way 31 & 5/10 feet to the West corner of the above mentioned Newell Bros. property; thence Southwesterly parallel to said right-of-way 20 feet; thence Northwesterly at a right angle to said right-of-way 51 & 5/10 feet to the said right of way; thence Northeasterly along said Southeast line of the said right-of-way to the East line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26 Town 7, North Range 9 East; thence South along said East line to a point which is 20 feet at a right angle from said railroad right-of-way; thence Southwesterly parallel to and 20 feet from the said right of way to a point 30 feet from the Northeast line extended of the above mentioned Newell Bros. property; thence Southeasterly parallel to and 30 feet from the Northeast line of said Newell Bros. property to a point 50 feet North of the section line between said sections 26 and 35; thence East parallel to and 50 feet from the said section line to the East line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section 26; thence South 50 feet along said East line to the point of beginning.

It is further agreed that each of said grantees shall have the right to travel over the right of way which grantor now leases from the Chicago and Northwestern Railroad Company, to the extent of the interest of said grantor in said leased premises, said right of way being also designated on said survey in red color and is more particularly described as follows:

A parcel of land lying in and being a part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 26 Town 7 North Range 9 East Dane County, Wisconsin, the center line of which is described more fully as follows: Commencing at a point on the West line of the Oregon Road at a point 26 feet Southeasterly measured at a right angle from the center of the Chicago and Northwestern Railroad (Montford Division) track; thence Southwesterly parallel to said track and 26 feet from the said center line, to a point 16 feet from the center line of the spur track which serves the Quinn Construction Company's property in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section 26; thence Southwesterly parallel to the said spur track and 16 feet from the center of same to the Northwest line of the Quinn Construction Company property. The above described line is to be the center line of said right-of-way and the right of way is to be of a uniform width of 8 feet measured at a right angle on each side of said center line, the total distance along said center line being 440 feet.

It is further understood and agreed that the spur railroad track being designated upon said survey in yellow color and leading from the switch of the Chicago and Northwestern Railroad Company over premises of grantor and grantees shall be owned, used and maintained as follows: All spur railroad track shall be forever owned and maintained by the owner of the land over which said spur track passes except as hereinafter qualified and each party to this agreement his successors, heirs, and assigns shall have a perpetual right to the use of every portion of said spur track, whether said spur track is upon his land or upon the land of any other party to this agreement, their successors, heirs and assigns, for the purpose of transporting railroad cars from the main track of the Chicago and Northwestern Railroad Company through the switch and over the said spur track to the land of said party, his successors, heirs and assigns; and the owner of the land upon which said spur track is located shall have the primary right to the use of the said spur track located upon his said land, and shall have secondary right to the use of any other portion of said spur track so long as such right does not interfere with the primary right of the owner of such other portion. Primary right shall be construed to mean the right to use said spur track for loading and unloading purposes and secondary right shall be construed to mean the right to use said spur track for the purpose of allowing railroad cars to remain thereon pending opportunity to load or unload said car, or pending the removal of empty railroad cars by the railroad company; and no party to this agreement shall unreasonably obstruct said spur track; unreasonable obstruction shall be defined as failure of any party to remove or allow to be removed any car within ten (10) hours after notice to remove is given by any party entitled to the use of said spur track by this agreement.

The following is a more particular description of the center line of the spur track herein mentioned:

Commencing at a point on the center line of the Chicago and Northwestern Railroad Company (Montford Division) main track 262 feet Southwesterly from the west line of the Oregon Road, thence in a Southwesterly direction on a 12 degree 30 minute curve to the left for a distance of 256 feet; thence Southwesterly on a 12 degree 30 minute curve to the right 220 & 6/10 feet; thence Southwesterly 700 & 4/10 feet to a point which is 103 & 2/10 feet Southeasterly from the center of the above

mentioned main track.

103 pg 303

Grantor and Veronica Parthun, their successors, heirs and assigns shall have the privilege to use any portion of said spur track for the purpose of loading or unloading from or upon all of their property lying adjacent to said spur track. And in consideration therefor grantor and Veronica Parthun, their successors, heirs and assigns shall bear one-half of the cost of maintenance of said spur track, and the Chicago and Northwestern Railroad Company shall be the sole person to determine the necessity and extent of repair, but no repair shall be made, unless by mutual agreement between the parties affected hereby until each of said parties shall have first received written notification from Chicago and Northwestern Railroad Company setting forth the extent and nature of such repairs. And grantor and Veronica Parthun shall have the right to grant the use of said vehicular right-of-way herein described to any person for any purpose whatsoever, so long as such use does not unreasonably interfere with the rights of parties herein known as grantees.

The right to the use, perpetual existence and maintenance of said spur track shall burden the servient tenement and shall inure to the benefit of each dominant tenement and the owner of the dominant tenement shall have the right to enter upon said servient tenement to repair said spur track in the event that the owner of said servient tenement refuses or neglects to repair said

spur track, and then only upon proper notice and complaint made to said owner by the Chicago and Northwestern Railroad Company.

The vehicular easements and spur track easement herein mentioned are intended, so far as may be, to attach, be appurtenant to and run with the said land of the respective parties hereto, not as a personal covenant, but as a covenant running with the land and the words successors, heirs and assigns shall be limited and restricted to those successors, heirs and assigns receiving title through the parties to this agreement and tenants claiming right to possession to any portion of any of the premises through a valid lease from any of the parties hereto, his successors, heirs and assigns.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of:

Robert W. Quinn } witness as
Earl J. Paepel } to all signatures

Anton Newell
Peter Newell
Frank X. Newell
Veronica Parthun

QUINN CONSTRUCTION COMPANY

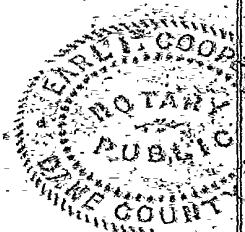
By Thomas W. Quinn
President

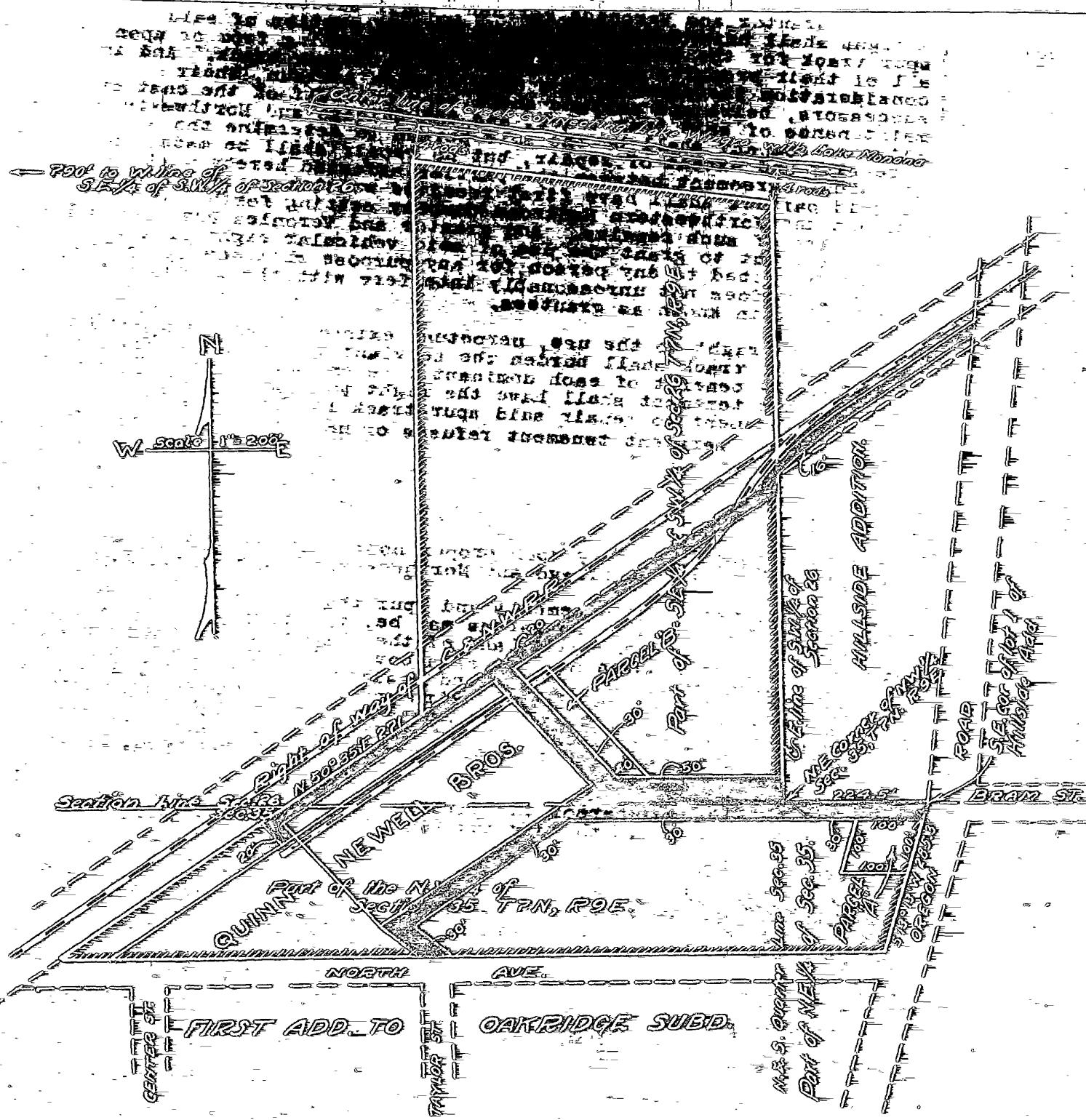
Raymond J. Quinn
Secretary

STATE OF WISCONSIN } SS.
COUNTY OF DANE }

Personally came before me this 19th day of October, 1933, the above named Thomas W. Quinn, Raymond J. Quinn by me known to be the president and secretary respectively of the Quinn Construction Company, Veronica Parthun, Anton Newell, Frank X. Newell, Peter Newell, to me known to be the persons who executed the foregoing instrument and acknowledged the same, and that Anton Newell, Frank X. Newell, and Peter Newell are by me known to be the same parties respectively as Anton Newel, Frank X. Newel and Peter Newel.

Earl J. Paepel
Notary Public, Dane County, Wisconsin
My Commission expires 12-1936





Plot showing lands owned by Thomas Quinn, et al. in the N.E. Quarter of Section 35, the N.W. Quarter of Section 35 and the S.E. Quarter of the S.W. Quarter of Section 36 all in Town 7, North Range 9 East in Dane County, Wisconsin.
Note - Right of Ways shown in Red.