

VILLAGE OF SHOREWOOD HILLS

BOARD OF TRUSTEES

Meeting Announcement & Agenda at 7:30 a.m.

Friday, November 9, 2018

Village Hall, 810 Shorewood Boulevard

1. Call to Order
2. Roll Call
3. Statement of Public Notice
4. Board Matters
 - A. Resolution No. 2018-11: Consideration and possible action on Resolution No. 2018-11, approving a Property Acquisition and Improvement Agreement among the Village, DPPG, LLC (aka Psychiatric Services), and Marshall Court Investors, LLC. The agreement provides for the conveyance of land to the Village for bike path and public right of way, the construction of certain improvements to DPPG, LLC property, and accommodating certain parking needs for DPPG, LLC.
 - B. Resolution No. 2018-12: Consideration and possible action on Resolution No. 2018-12, approving a Tri-Party Agreement among the Village, Marshall Court Investors, LLC, and University Station Limited Partnership. The agreement provides for the dedication of certain land and the conveyance of an easement to the Village for bike path purposes, a number of conveyances of real property needed to facilitate the reconfiguration of certain parcels, the construction of a new storm sewer main, and related issues.
 - C. Resolution No. 2018-13: Consideration and possible action on Resolution No. 2018-13, approving a Termination of Easements agreement among the Village, DPPG, LLC, Marshall Court Investors, LLC, 2715 Marshall Court, LLC, and 700 University Bay Drive, LLC. The agreement provides for the termination of certain cross easement interests in property, in order to facilitate the dedication of lands for public right of way and bike path purposes.
 - D. Resolution No. 2018-14: Consideration and possible action on Resolution No. 2018-14, approving a certified survey map relating to the Lodgic Development, University Station and other lands in the Marshall Court Neighborhood.
5. Adjourn

PLEASE TAKE NOTICE, that any person who has a qualifying disability as defined by the Americans with Disability Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 810 Shorewood Boulevard, or phone 267-2680, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of other governmental bodies of the Village of Shorewood Hills who are not members of the above committee may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above meeting other than the committee identified in the caption of this notice.

Memorandum

To: Village President and Board of Trustees

From: Karl Frantz

Date: 11/8/2018

Re: Summary of items for Board meeting of November 9 at 7:30 a.m.

Agreement with Psychiatric Services (DPPG)

Attached to this memo is a summary of the agreement with Psychiatric Services (DPPG) that has been under negotiation over the course of the last several months. A copy of the entire agreement is also enclosed. Multiple negotiating meetings involving the Village President, Village Administrator, Village Engineer and Attorney have occurred with representatives of Psychiatric Services. The agreement falls within the parameters discussed with the Board on August 9. The Village is paying \$197,500 for property acquisition including the bike path and street right of way. The Village will also construct new parking at an estimated cost of \$80,000. In addition, the Village has agreed to make phased parking accommodations during the various stages of the project when the typical parking patterns are disrupted due construction activity.

Tri Party Agreement

Also enclosed is a tri party agreement involving the Village, Marshall Court Investors, (Lodgic) and University Station for bike path property acquisition as well as other property transactions between University Station and Marshall Court Investors. A summary of the agreement is also enclosed.

Release of Cross Easements

A critical component of this project also involves the release and termination of cross easements involving DPPG, Marshall Court Investors, 700 UBD and the Village. Documents related to that are enclosed.

Certified Survey Map

A certified survey map is also enclosed that will need approval. It has been reviewed and recommended by the Plan Commission.

Summary of Main Elements

DPPG, LLC – Village of Shorewood Hills – Marshall Court Investors, LLC

Conveyance of lands for street and bike path purposes

Draft date: November 7, 2018

1. PARTIES TO AGREEMENT: Village, DPPG, and Marshall Court Investors, LLC.
2. DPPG, LLC OBLIGATION: convey to the Village fee simple title to certain lands (“DPPG Right-of-Way”) depicted on Exhibit A, and to be described in a CSM to be prepared by the Village). DPPG, LLC will provide evidence of good title in the form of title policy commitment showing title to be good and marketable.
3. VILLAGE OBLIGATIONS.
 - A. Prepare a 2-lot certified survey map depicting as one lot the lands to be conveyed to the Village, and as another lot the lands to be retained by DPPG, LLC. The CSM will be prepared at Village expense, and will be subject to DPPG’s reasonable approval.
 - B. Pay \$197,500 to DPPG, LLC, at closing.
 - C. Construct the improvements to DPPG, LLC property in accordance with the plans depicted on Exhibit B. At the completion of the work, DPPG must have not less than 23 marked parking stalls, as depicted on Exhibit B. This work will be done at the Village’s sole cost. The work will take place and be completed during 2019.
 - D. Parking Accommodations:
 - (1) *Phase 1* (phase 1 being defined as the time between conveyance of Parcel A to the Village, and the commencement of installation of gravel base along that portion of bike path between University Bay Drive and the easterly boundary of DPPG’s existing property). Following DPPG’s conveyance of Parcel A to the Village, the Village will allow DPPG the exclusive use, for parking, of all existing parking areas on the entirety of DPPG’s existing property (including Parcel A). Notwithstanding the foregoing, prior to the start of Phase 1 and upon the recording of the Lodgic CSM, and continuing until Phase 1 is completed, the Village will allow DPPG and Marshall to use the newly dedicated right-of-way south of Lot 3 of the Lodgic CSM for ingress and egress and for parking, and DPPG will have the exclusive use of 6 parking places in that area.

- (2) *Phase 2 (phase 2 being defined as the time during which the Village is installing gravel base along that portion of the bike path between University Bay Drive and the easterly boundary of DPPG's existing property):* During Phase 2, DPPG will have the exclusive use, for parking, of all existing parking areas on the entirety of DPPG's existing property (including Parcel A). During Phase 2, neither DPPG nor Marshall will have any right to park on the public right-of-way south of Lot 3 on the Lodgic CSM.
- (3) *Phase 3 (phase 3 being defined as the time that begins when the gravel base has been installed on the bike path, and continues while the Village is constructing the DPPG Property Improvements, and constructing the improvements to Catafalque Drive, excepting only the final coat of asphalt):* During Phase 3, DPPG will have the exclusive use of the bike path (now improved with gravel base), from University Bay Drive to the easterly boundary of DPPG's existing property, for parking purposes. The Village will install temporary signs giving notice that the bike path is for the exclusive use of DPPG. The bike path, when used for parallel parking during this time, will accommodate not less than 15 parked vehicles. When Phase 3 ends, DPPG shall have no further right to park on the bike path.
- (4) *Phase 4 (phase 4 being defined as the time that begins when the Village has completed work on DPPG property, and has completed work on Catafalque Drive, excepting the final coat of asphalt):* During phase 4, DPPG will have access to all of the parking on DPPG property. During phase 4, the Village will manage the Catafalque Drive right-of-way in such a manner that DPPG will have access to all of the parking on DPPG property.
- (5) *Phase 5 (phase 5 being defined as a 24-hour time-period during which the Village is installing the final coat of asphalt on Catafalque Drive, and DPPG will not have access to parking on the southerly and westerly sides of its property):* During Phase 5, Marshall (or the subsequent owner of the property at 2725 Marshall Court) shall provide DPPG with 13 parking spaces on Lot 3 at no cost to DPPG.

4. CONDITIONS PRECEDENT. Neither party will be obligated to perform the above obligations unless: (1) a CSM that conforms substantially to the draft CSM attached as Exhibit C is approved by all necessary parties (the Village, Marshall Court Investors, LLC, and University Station Limited Partnership), and recorded with the Register of Deeds; and (2) all those having cross-easement interests in the

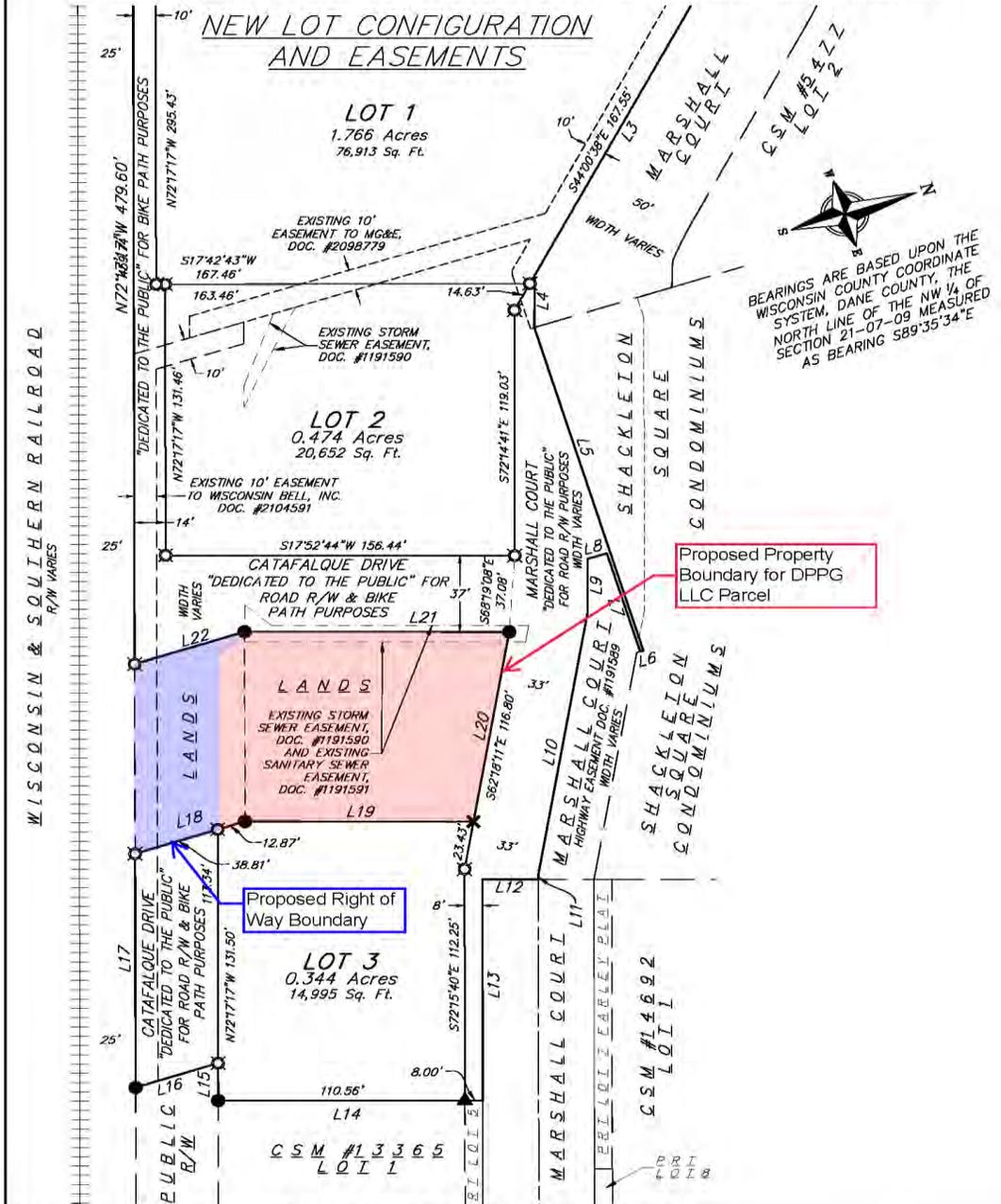
DPPG Right-of-Way property to be conveyed to the Village have agreed to terminate those easements. Marshall Court Investors agrees to terminate its cross easement over such property; and (3) DPPG has executed the agreement to terminate the cross easements over the parking parcels south of Lots 2 and 3 shown on the CSM attached as Exhibit C.

5. CLOSING. The closing on the conveyance of title and payment to DPPG will occur as soon as practicable after the execution of the agreement.

EXHIBIT A
CONVEYANCE OF LANDS FOR STREET
AND BIKE PATH PURPOSES
DPPG LLC

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



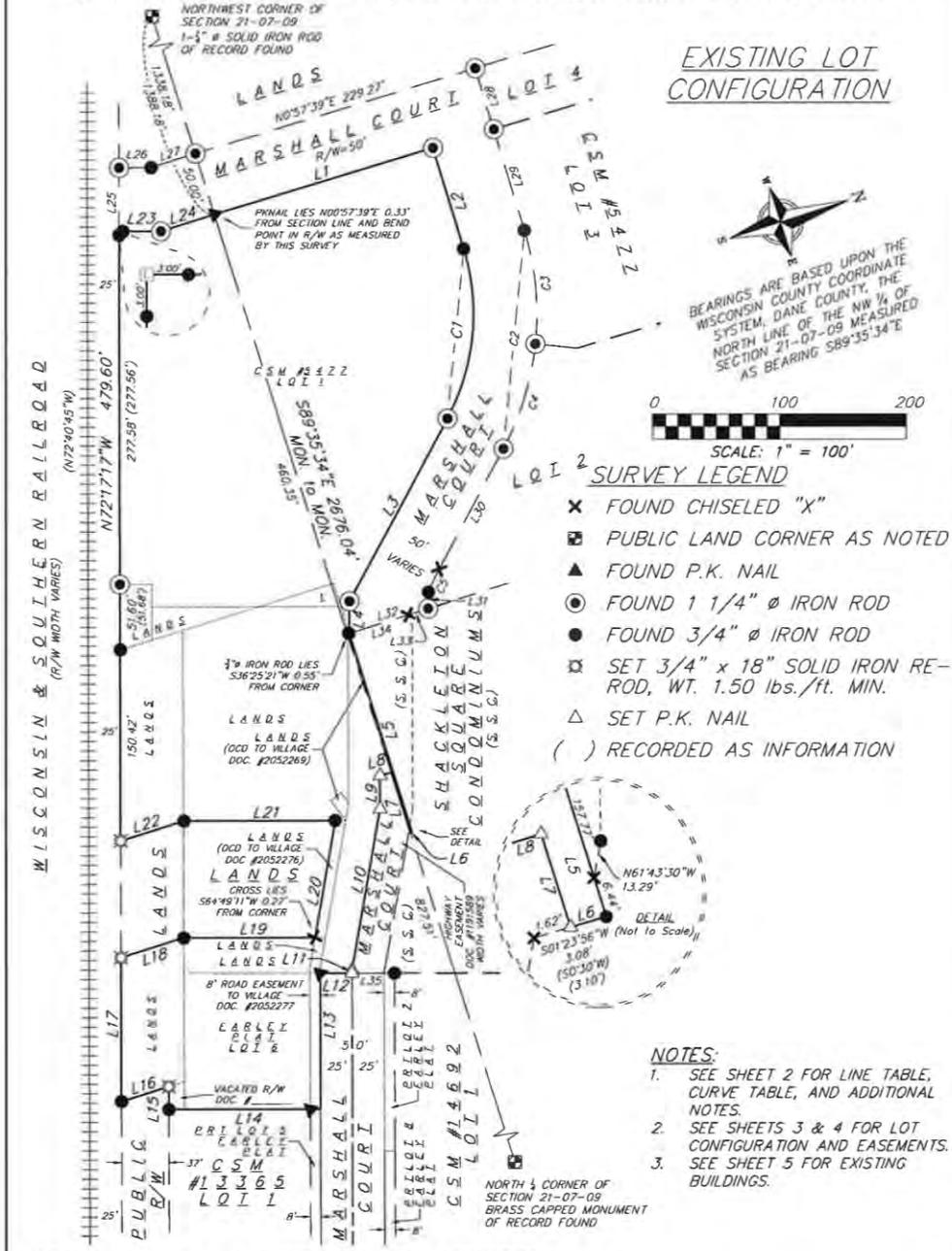
10 Jul 2018 - 4:11p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/10/2018 REV:	SURVEYED FOR: Marshall Court Investors, LLC 825 N. Sagee Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 9
		Drafted By: MMAR Checked By: PRNU			

EXHIBIT C TO SUMMARY W/DPPG

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10 Jul 2018 - 4:10p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher
planners | engineers | advisors



FN: 150191
DATE: 07/10/2018
REV:
Drafted By: MMAR
Checked By: PKNV

SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Segoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

**SHEET
1 OF 9**

Phone: (800) 261-3898

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LINE TABLE			LINE TABLE		
LINE NUMBER	DIRECTION	LENGTH	LINE NUMBER	DIRECTION	LENGTH
L1	N00°57'39"E (N00°32'11"E)	178.99' (178.91')	L19	N17°52'44"E (N17°47'E)	102.41'
L2	S89°05'53"E (S89°27'49"E)	82.93' (83.00')	L20	N62°18'11"W (N62°16'W)	93.37'
L3	S44°00'38"E (S44°27'49"E)	162.98'	L21	S17°52'44"W (S17°47'W)	118.60'
L4	S71°45'03"E (S72°12'14"E)	25.31' (25.22')	L22	S00°08'27"W (S00°07°01"W)	51.68' (51.88')
L5	S89°29'07"E (S89°30'E)	164.21' (164.60')	L23	N17°42'43"E (N17°19'15"E)	32.81' (32.73')
L6	S01°23'56"W (S00°30'W)	1.46'	L24	N00°11'41"E (N00°15'48'W)	43.97' (44.20')
L7	N89°35'34"W (N89°30'W)	49.98'	L25	N72°17'17"W (N72°40'45'W)	50.00'
L8	S00°27'49"W (S00°30'W)	9.06'	L26	N17°42'43"E (N17°19'15'E)	25.11' (25.00')
L9	S72°14'41"E (S72°13'E)	26.17' (26.18')	L27	N00°11'41"E (N00°15'48'W)	36.60' (36.82')
L10	S62°18'11"E (S62°16'E)	129.08'	L28	S89°05'53"E (S89°27'79'E)	50.05' (50.00')
L11	S72°15'40"E (S72°13'W)	2.12' (2.18')	L29	S89°05'53"E (S89°27'79'E)	82.82' (83.00')
L12	S17°52'44"W (S17°47'W)	25.00'	L30	S44°00'38"E (S44°27'49'E)	107.55' (107.42')
L13	S72°15'40"E (S72°13'E)	107.33' (107.1')	L31	S70°26'54"E (S71°17'39'E)	12.87' (12.83')
L14	S17°49'58"W (S17°47'W)	118.56'	L32	S00°16'50"W (S00°09'38'E)	64.64' (64.73')
L15	N72°17'17"W	18.16'	L33	S00°16'50"W (S00°09'38'E)	16.25'
L16	S00°08'27"W	38.81'	L34	S00°16'50"W (S00°09'38'E)	48.39'
L17	N72°17'17"W (N72°41'10'W)	113.34'	L35	N17°52'44"E (S17°47'W)	33.00'
L18	N00°08'27"E (N00°07°01'W)	51.68' (51.88')			

NOTES:

1. Subject to Storm Sewer Easement recorded as Document #1191590.
2. Subject to Sanitary Sewer Easement Recorded as Document #1191591.
3. Subject to Reservations, Covenants, and Restrictions contained in Quit Claim Deed recorded as Document #2055762.
4. Subject to Easements and Agreements contained in Warranty Deed recorded as Document #2069281.
5. Subject to Reservations in Instrument recorded as Document #2068269.
6. Subject to Right-of-Way Grant Underground Electric-Electric Pole Line Easement to Madison Gas and Electric Company recorded as Document #2098779.
7. Subject to Notice Affecting Real Estate recorded as Document #2109270.
8. Subject to Agreement for License with Madison Metropolitan Sewerage District recorded as Document #984043 and Supplemental Agreement recorded as Document #984044.

CURVE TABLE					
CURVE NUMBER	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	137.48' (137.45')	175.00'	45°00'39" (45°00'00")	S66°35'53"E (S66°57'49"E)	133.97' (133.94')
C2	176.80' (176.72')	225.00'	45°01'14" (45°00'00")	S66°35'36"E (S66°57'49"E)	172.28' (172.21')
C3	90.20' (90.04')	225.00'	22°58'12" (22°55'42")	S77°37'07"E (S77°59'58"E)	89.60' (89.44')
C4	86.59' (86.68')	225.00'	22°03'02" (22°04'18")	S55°06'29"E (S55°29'58"E)	86.06' (86.14')
C5	20.14' (20.15')	175.00'	6°35'39" (06°35'46")	S47°28'10"E (S7°45'42'E)	20.13' (20.14')

10 Jul 2018 - 4:11p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmr

<p>planners engineers advisors</p> <p>Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 2 OF 9
		Checked By: MMAR Drafted By: MMAR			

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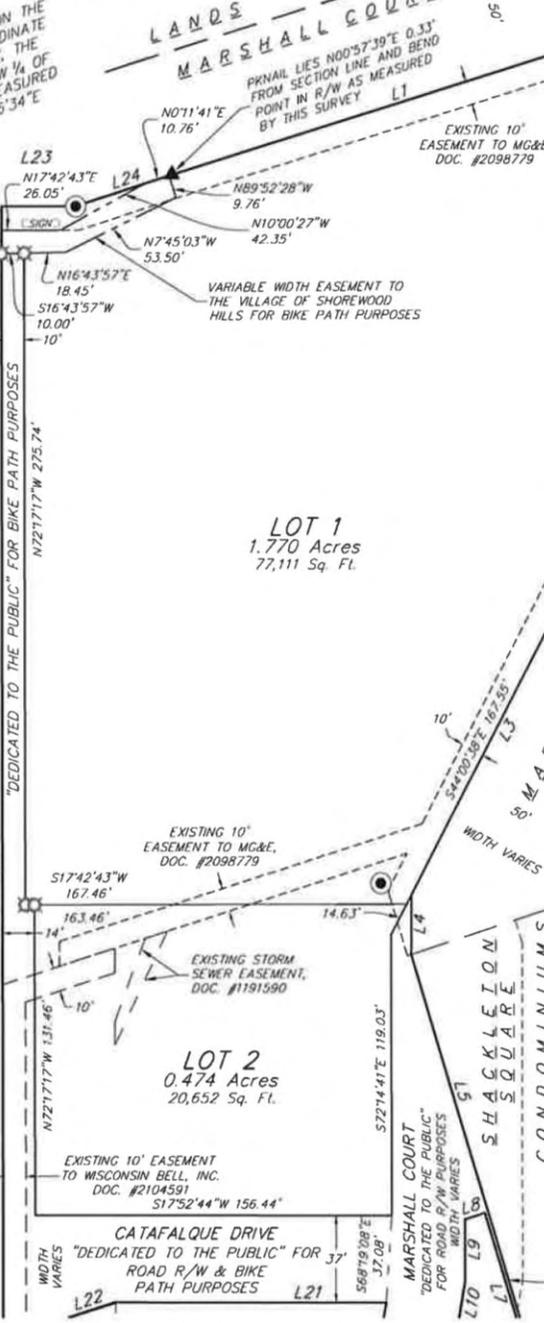


NEW LOT CONFIGURATION AND EASEMENTS

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SECTION 21-07-09 MEASURED AS BEARING S89°35'34"E

WISCONSIN & SOUTHERN RAILROAD
R/W WIDTH VARIES

N72°17'17"W 479.60'
459.74'
N72°17'17"W 131.46'
N72°17'17"W 119.03'
S68°19'28"E 17.08'



C.S.M. #5477
LOT 4
C.S.M. #5477
LOT 3
C.S.M. #5477
LOT 2
C.S.M. #5477
LOT 1
MARSHALL COURT
EXISTING 10' EASEMENT TO MC&E, DOC. #2098779
EXISTING 10' EASEMENT TO MC&E, DOC. #2098779
EXISTING STORM SEWER EASEMENT, DOC. #1191590
EXISTING 10' EASEMENT TO WISCONSIN BELL, INC. DOC. #2104591
S17°52'44"W 156.44'
S72°14'41"E 119.03'
S68°19'28"E 17.08'
SHACKLETON CONDOMINIUMS
SOUTH LINE OF SHACKLETON SQUARE CONDOMINIUMS & WESTERLY EXTENSION OF THE NORTH LINE OF FARLEY PLAT AS MONUMENTED.

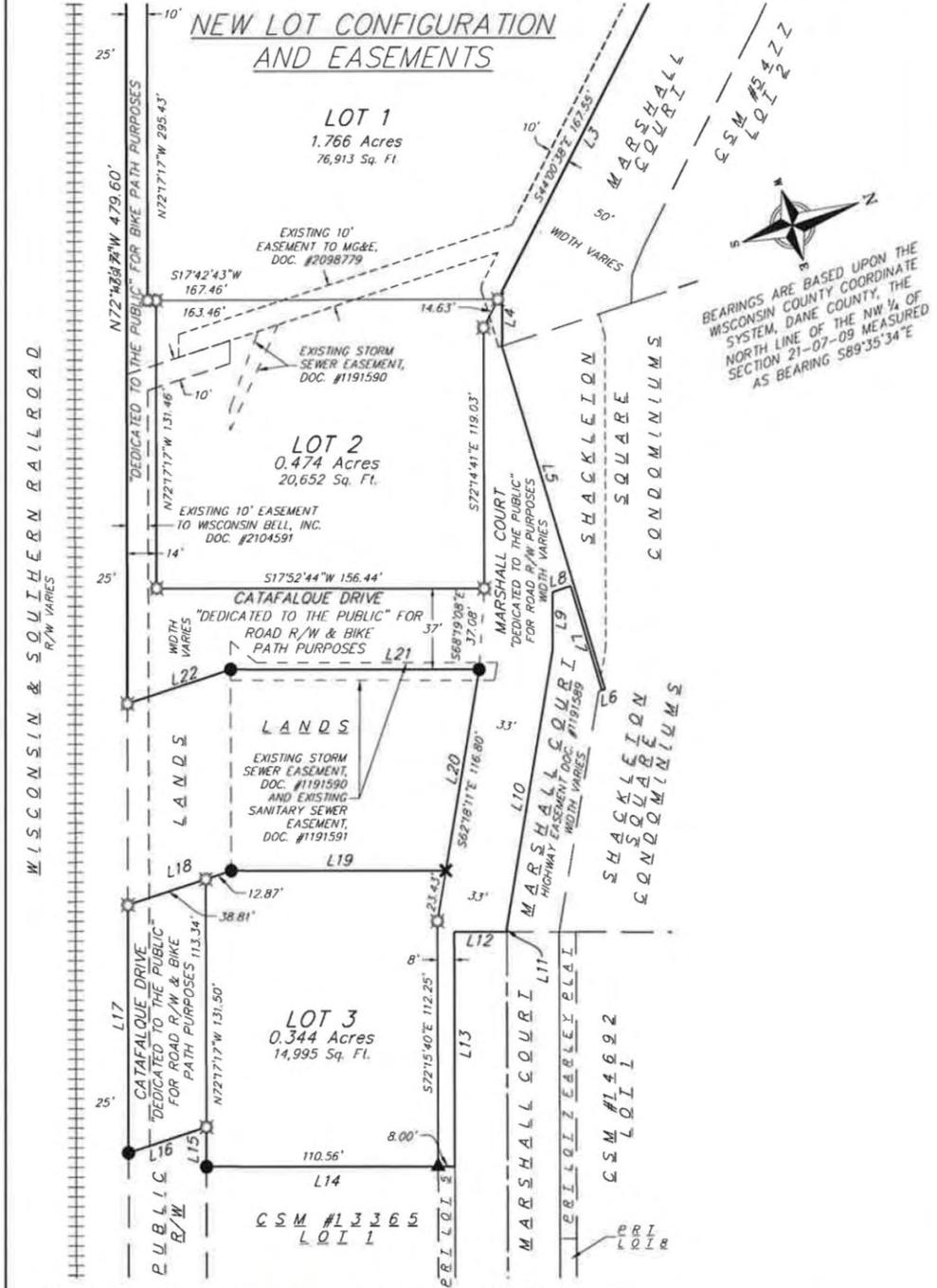
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<p>planners engineers advisors</p> <p>Phone: (800) 261-3898</p>	<p>FN: 150191</p> <p>DATE: 07/10/2018</p>	<p>SURVEYED FOR:</p> <p>Marshall Court Investors, LLC</p> <p>625 N. Segoe Road, Suite 107</p> <p>Madison, WI 53705</p>	<p>C.S.M. No. _____</p> <p>Doc. No. _____</p> <p>Vol. _____ Page _____</p>
	<p>REV:</p> <p>Drafted By: MMAR</p> <p>Checked By: PKNJ</p>		

SHEET 3 OF 9

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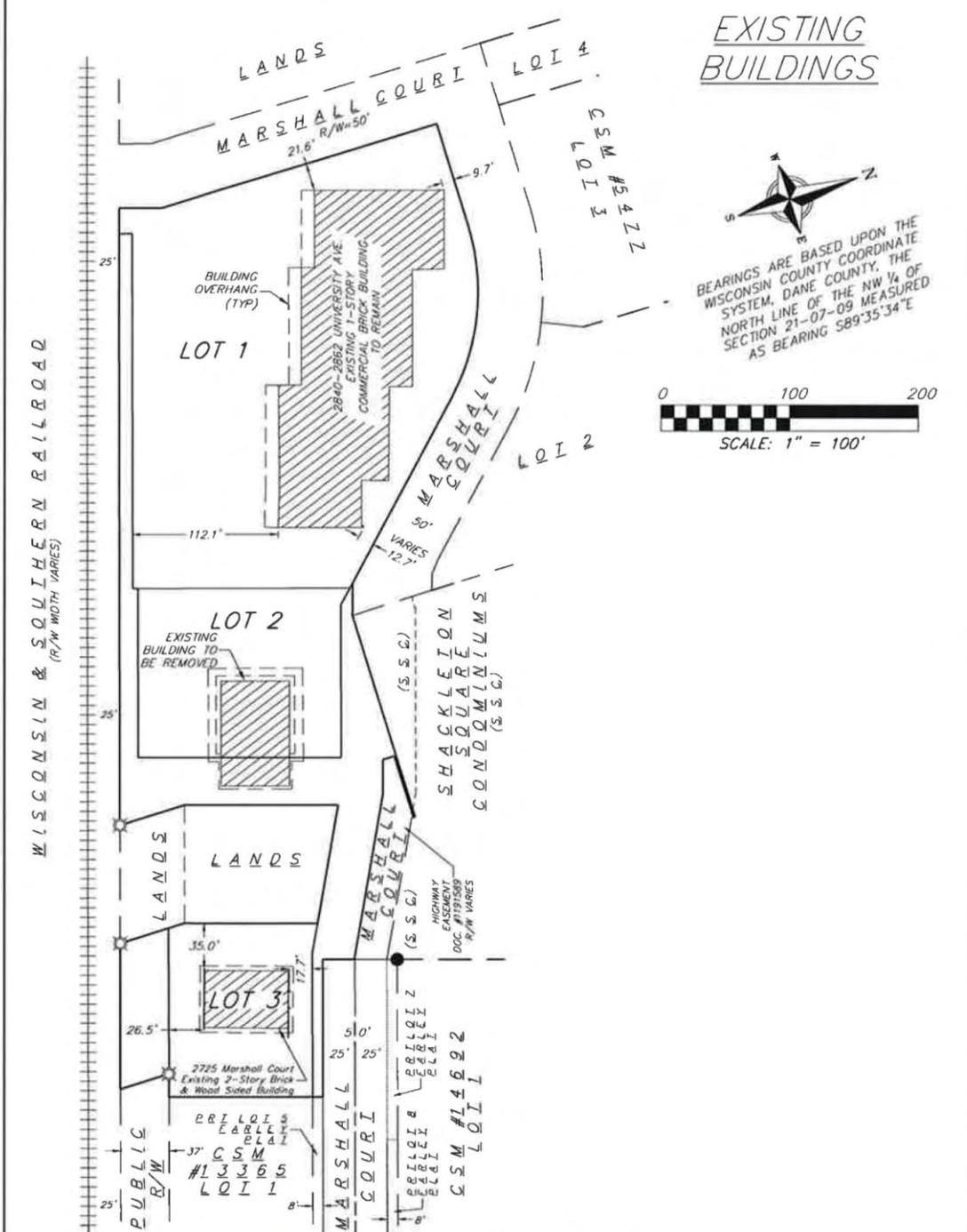
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LEGAL DESCRIPTION

Lot 1 Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, also Lot 6 Farley Plat, as recorded in Volume 17 of Plats, on Page 28, as Document Number 894244, Dane County Registry, also part of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 16, also part of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:
Commencing at the Northwest corner of said Section 21; thence S89°35'34"E along the North line of the NW $\frac{1}{4}$ of said Section 21, 1388.18 feet to a westerly line of said Lot 1 and the point of beginning; thence along the boundary of said Lot 1 for the next five (5) courses; 1-thence N00°57'39"E, 178.99 feet; 2-thence S89°05'53"E, 82.93 feet to a point of curvature; 3-thence 137.48 feet along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 45°00'39", and a chord bearing S66°35'53"E, 133.97 feet; 4-thence S44°00'38"E, 162.98 feet; 5-thence S71°45'03"E, 25.31 feet to the Southwest corner of the Amended Plat of "Shackleton Square", a Condominium, as recorded in Volume 4-33A of Condominium Plats, on Pages 406-412, as Document Number 1828246, Dane County Registry; thence S89°29'07"E along the southerly line of said Shackleton Square, 164.21 feet to a southerly corner thereof; thence S01°23'56"W along the southerly line of said Shackleton Square, 1.46 feet to a southerly line of lands Quit Claimed to the Village of Shorewood Hills by Document Number 2052269; thence N89°35'34"W along said southerly line, 49.98 feet; thence S00°27'49"W, 9.06 feet; thence S72°14'41"E, 26.17 feet; thence S62°18'11"E, 129.08 feet; thence S72°15'40"E, 2.12 feet to the West line of said Farley Plat; thence S17°52'44"W along said West line, 25.00 feet to the Northwest corner of said Lot 6, Farley Plat; thence S72°15'40"E along the North line of said Lot 6, 107.33 feet to the Northeast corner thereof; thence S17°49'58"W along the East line of said Lot 6 and its southerly extension thereof, 118.56 feet to a southwesterly corner of Certified Survey Map Number 13365, as recorded in Volume 86 of Certified Survey Maps, on Pages 269-274, as Document Number 4914123, Dane County Registry; thence N72°17'17"W, 18.16 feet to a southwesterly corner of said Certified Survey Map Number 13365; thence S00°08'27"W along a westerly line of said Certified Survey Map Number 13365, 38.81 feet to a southwesterly corner thereof and the northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 113.34 feet; thence N00°08'27"E, 51.68 feet; thence N17°52'44"E, 102.41 feet; thence N62°18'11"W, 93.37 feet; thence S17°52'44"W, 118.60 feet; thence S00°08'27"W, 51.68 feet to the said northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 479.60 feet to the Southwest corner of said Lot 1; thence N17°42'43"E along the West line of said Lot 1, 32.81 feet; thence N00°11'41"E along the West line of said Lot 1, 43.97 feet to the point of beginning.

Said description contains 137,423 square feet or 3.155 acres more or less.

SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor, S-2452, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of Marshall Court Investors, LLC, University Station, LLP, and the Village of Shorewood Hills, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with the provisions of Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the Village of Shorewood Hills in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael S. Marty

Date: _____

Signed: _____
Michael S. Marty, P.L.S. S-2452

10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

 planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/10/2018 REV: _____ Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 6 OF 9

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Marshall Court Investors, LLC, a Wisconsin limited liability company, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by S236.34 to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner

this _____ day of _____, 2018.

Marshall Court Investors, LLC

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

CONSENT OF MORTGAGEE

Monona State Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Monona State Bank, has caused these presents to be signed by _____ its _____, at _____, Wisconsin, on this _____ day of _____, 2018.

Monona State Bank

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, _____ of the above named banking association, to me known to be the person(s) who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

 <p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: Drafted By: MMAR Checked By: PKNJ	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C. S. M. No. _____ Doc. No. _____ Vol. _____ Page _____	<h2 style="margin: 0;">SHEET 7 OF 9</h2>

CERTIFIED SURVEY MAP No. _____

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OWNER'S CERTIFICATE

University Station, LLP, (n/k/a University Station Limited Partnership), as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey map is required by 5236.34 to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner

this _____ day of _____, 2018.

University Station, LLP

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

CONSENT OF MORTGAGEE

The Park Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said The Park Bank, has caused these presents to be signed by _____ its _____ at _____ Wisconsin, on this _____ day of _____, 2018.

The Park Bank

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, _____ of the above named banking association, to me known to be the person(s) who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

10 Jul 2018 - 4:13p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____
		DATE: 07/10/2018		Doc. No. _____
		REV:		Vol. _____ Page _____
		Drafted By: MMAR		
		Checked By: PKNU		

SHEET
8 OF 9

CERTIFIED SURVEY MAP No. _____

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OWNER'S CERTIFICATE

The Village of Shorewood Hills, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by S236.34 to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner

this _____ day of _____, 2018.

Village of Shorewood Hills

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE BOARD OF TRUSTEES RESOLUTION

Resolved that this Certified Survey Map located in the Village of Shorewood Hills was hereby approved by the Board of Trustees by Resolution Number _____, and that said Resolution further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the Village of Shorewood Hills for public use.

Dated this _____ day of _____, 2018.

By: _____
Dave Benforado, President Board of Trustees,
Village of Shorewood Hills

VILLAGE CLERK'S CERTIFICATE

As the duly appointed/elected Village Clerk of the Village of Shorewood Hills, I hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map.

Dated this _____ day of _____, 2018.

By: _____
Karla Endres, Village Clerk
Village of Shorewood Hills

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20____,
at _____ o'clock _____m. and recorded in Volume _____ of Certified
Survey Maps on pages _____, as Doc. No. _____

Kristi Chlebowski,
Dane County Register of Deeds

10 Jul 2018 - 4:13p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmr

 <p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: _____ Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Sagoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 9 OF 9

RESOLUTION NO. 2018-11

**VILLAGE OF SHOREWOOD HILLS
DANE COUNTY, WISCONSIN**

**A RESOLUTION APPROVING A PROPERTY ACQUISITION AND
IMPROVEMENT AGREEMENT**

(DPPG, LLC)

RECITALS

- A. DPPG, LLC (“DPPG”) owns certain land in the Village of Shorewood Hills. The Village would like to purchase part of DPPG’s land for the purpose of building a public street and public bike path. DPPG is willing to sell part of its land to the Village, subject to the terms and conditions of the Agreement attached as Attachment A (the “Agreement”).
- B. Marshall Court Investors, LLC (“Marshall”) plans to undertake certain redevelopment activities and dedicate certain land for public right-of-way, all in the vicinity of DPPG’s land. Marshall has asked DPPG to release certain cross-easement interests DPPG has in Marshall’s land, pursuant to a separate agreement. Part of the consideration for DPPG’s willingness to release its cross-easement interest in Marshall’s land is Marshall’s willingness to mitigate certain impacts on DPPG parking, pursuant to the terms of the Agreement.

RESOLUTION

NOW, THEREFORE, the Village Board of the Village of Shorewood Hills hereby resolves as follows:

- 1. The Property Acquisition and Improvement Agreement attached as Attachment A is approved.
- 2. The Village President, Village Clerk, Village Administrator and Village Attorney are authorized to execute the Agreement and take all other actions needed to implement the Agreement.

The above Resolution was duly adopted at the meeting of the Village Board of the Village of Shorewood Hills on the _____ day of _____, 2018.

APPROVED

By _____
David Renforado, Village President

ATTEST

Karla Endres, Village Clerk

ATTACHMENT A

PROPERTY ACQUISITION AND IMPROVEMENT AGREEMENT

(DPPG, LLC Property)

THIS AGREEMENT entered into as of the _____ day of _____, 2018 (the “Agreement”), by and among the Village of Shorewood Hills, a Wisconsin municipal corporation (the “Village”), DPPG, LLC, a Wisconsin limited liability corporation (“DPPG”), and Marshall Court Investors, LLC, a Wisconsin limited liability corporation (“Marshall”).

RECITALS

1. DPPG owns certain land in the Village of Shorewood Hills. The Village would like to purchase part of DPPG’s land, for the purpose of building a public street and public bike path.
2. DPPG is willing to sell part of its land to the Village, subject to the terms and conditions of this Agreement.
3. Marshall plans to undertake certain redevelopment activities and dedicate certain land for public right-of-way, all in the vicinity of DPPG’s land. Marshall has asked DPPG to release certain cross-easement interests DPPG has in Marshall’s land, pursuant to a separate agreement. Part of the consideration for DPPG’s willingness to release its cross-easement interest in Marshall’s land is Marshall’s willingness to mitigate certain impacts on DPPG parking, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, DPPG, the Village and Marshall agree as follows:

A. **DEFINITIONS.** As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

1. **DPPG Property.** The property located at 2727 Marshall Court (bearing Parcel ID No. 181/0709-212-8185-5), and the additional parcel located immediately South of 2727 Marshall Court (bearing Parcel ID No. 181/0709-212-8080-0), in the Village of Shorewood Hills, Dane County, Wisconsin.
2. **Parcel A.** That portion of the DPPG Property depicted as the area within the “Proposed Right of Way Boundary” on Exhibit A to this Agreement. The precise description of Parcel A will be established by a certified survey map to be prepared by the Village at Village expense, and will be subject to DPPG’s reasonable approval.

3. DPPG Property Improvements. Improvements to the DPPG Property (excepting Parcel A) as depicted on Exhibit B.

4. Logic CSM. The certified survey map attached as Exhibit that conforms substantially to the certified survey map attached as Exhibit C.

B. CONVEYANCE OF REAL PROPERTY. DPPG will sell and the Village will purchase Parcel A pursuant to the terms and conditions in this Agreement. DPPG will cooperate with the Village's efforts to prepare and record a certified survey map (the "DPPG CSM") that will create and describe Parcel A, and create and describe a second lot consisting of the DPPG Property excepting Parcel A.

1. *Purchase Price*. The purchase price for Parcel A shall be \$197,500.00.

2. *Title Evidence*. DPPG shall promptly (and no later than 20 days before Closing) obtain and deliver to Village a commitment for an owner's title insurance policy (Current ALTA owner's form) issued by a title insurance company licensed to issue title insurance in Wisconsin showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to local zoning regulations, utility easements, and liens which will be paid out of the proceeds of closing, naming the Village as the proposed owner-insured of the Parcel A in the amount of the Purchase Price (the "Commitment"). Within 15 days after receipt of the Commitment, the Village will make objections to the title to Parcel A based upon examination of the Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, DPPG shall be allowed 40 days after the making of such objections by the Village to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. Pending the correction of the title, the Closing Date and the payments hereunder required shall be postponed, but upon correction of the title and within 15 days after written notice of such correction given by DPPG to the Village, DPPG and the Village shall close and perform this Agreement according to its terms. If DPPG does not cure the Village's objections by the Closing Date, or if title to the Property is not good and marketable of record in DPPG at the Closing Date, then the Village may choose to not close and terminate this Agreement, or the Village may elect to waive the objection and accept the title to the Property in its unmarketable condition. DPPG shall also provide gap insurance coverage to insure merchantable title through the recording of the warranty deed.

3. *Closing*. Closing on the Village's purchase of Parcel A shall take place as soon as practicable after the execution of this Agreement and the recording of the certified survey map creating parcel A. At the closing, DPPG shall deliver to the Village:

(a) A properly executed agreement terminating the cross easements over the DPPG Property.

(b) The DPPG CSM, properly executed by DPPG.

(c) A Warranty Deed properly executed by DPPG in recordable form conveying Parcel A to the Village and warranting title thereto subject to no exceptions except those to which the Village has not objected or has expressly agreed to pursuant to section B.2 hereof.

(d) A standard Owner's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Owner.

(e) A resolution adopted by the DPPG evidencing the DPPG's authority to convey Parcel A to the Village.

(f) A "marked-up" commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which the Village has not objected or has expressly agreed to pursuant to Section B.2. hereof, effective as of the date of closing. DPPG shall be responsible for the payment of the premium for such policy of title insurance.

C. VILLAGE CONSTRUCTION OBLIGATIONS. Following closing, the Village shall construct the DPPG Property Improvements. The DPPG Property Improvements shall be constructed during 2019. At the completion of the work, DPPG must have not less than 23 marked parking stalls, as depicted on Exhibit B. DPPG requests that the Village construct the DPPG Property Improvements, and authorizes the Village to enter and occupy DPPG Property for the purpose of constructing the DPPG Property Improvements.

D. PARKING ACCOMODATIONS. Following closing, and during 2019, the Village will be undertaking construction activities in the vicinity of the DPPG Property, including construction of the DPPG Property Improvements, construction of a bike path, and construction of Catafalque Drive. The Village and Marshall agree to mitigate the impact the construction activities will have on DPPG's access to parking, as follows:

1. *Phase 1 (phase 1 being defined as the time between conveyance of Parcel A to the Village, and the commencement of installation of gravel base along that portion of bike path between University Bay Drive and the easterly boundary of DPPG's existing property).* Following DPPG's conveyance of Parcel A to the Village, the Village will allow DPPG the exclusive use, for parking, of all existing parking areas on the entirety of DPPG's existing property (including Parcel A). Notwithstanding the foregoing, prior to the start of Phase 1 and upon the recording of the Lodgic CSM, and continuing until Phase 1 is completed, the Village will allow DPPG and Marshall to use the newly dedicated right-of-way south of Lot 3 of the Lodgic CSM for ingress and egress and for parking, and DPPG will have the exclusive use of 6 parking places in that area.

2. *Phase 2 (phase 2 being defined as the time during which the Village is installing gravel base along that portion of the bike path between University Bay Drive and the easterly boundary of DPPG's existing property):* During Phase 2, DPPG will have the exclusive use, for parking, of all existing parking areas on the entirety of DPPG's existing property (including Parcel A). During Phase 2, neither DPPG nor Marshall will have any right to park on the public right-of-way south of Lot 3 on the Lodgic CSM.

3. *Phase 3 (phase 3 being defined as the time that begins when the gravel base has been installed on the bike path, and continues while the Village is constructing the DPPG Property Improvements, and constructing the improvements to Catafalque Drive, excepting only the final coat of asphalt):* During Phase 3, DPPG will have the exclusive use of the bike path (now improved with gravel base), from University Bay Drive to the easterly boundary of DPPG's existing property, for parking purposes. The Village will install temporary signs giving notice that the bike path is for the exclusive use of DPPG. The bike path, when used for parallel parking during this time, will accommodate not less than 15 parked vehicles. When Phase 3 ends, DPPG shall have no further right to park on the bike path.

4. *Phase 4 (phase 4 being defined as the time that begins when the Village has completed work on DPPG property, and has completed work on Catafalque Drive, excepting the final coat of asphalt):* During phase 4, DPPG will have access to all of the parking on DPPG property. During phase 4, the Village will manage the Catafalque Drive right-of-way in such a manner that DPPG will have access to all of the parking on DPPG property.

5. *Phase 5 (phase 5 being defined as a 24-hour time-period during which the Village is installing the final coat of asphalt on Catafalque Drive, and DPPG will not have access to parking on the southerly and westerly sides of its property):* During Phase 5, Marshall (or the subsequent owner of the property at 2725 Marshall Court) shall provide DPPG with 13 parking spaces on Lot 3 at no cost to DPPG.

E. CONDITIONS PRECEDENT TO AGREEMENT OBLIGATIONS.

All of the following must occur before either party's obligations under this Agreement shall become effective.

1. The Village, DPPG and Marshall must approve and execute this Agreement.
2. A CSM that conforms substantially to the Lodgic CSM must be approved by all necessary parties and recorded with the Register of Deeds for Dane County.
3. All necessary parties must properly execute an agreement to terminate the cross easements over the DPPG Property, to be held by DPPG pending closing.
4. DPPG must execute an agreement to terminate the cross easements over the parking parcels south of Lots 2 and 3 on the Lodgic CSM.

F. GENERAL CONDITIONS.

1. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village, DPPG and Marshall.
2. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement among the Village, DPPG and Marshall as of the date hereof.

3. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

4. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

5. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by any party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction.

6. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

7. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

8. Effective Date. This Agreement shall be effective as of the date and year first written above.

9. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against any party. It shall be construed simply and fairly to each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:
VILLAGE OF SHOREWOOD HILLS
Dane County, Wisconsin

By _____
David Benforado, Village President

ATTEST:

Karla Endres, Village Clerk

DPPG, LLC:

By _____

Name/Title

MARSHALL COURT INVESTORS, LLC:

By _____

Name/Title

Approved as to Form:

Matthew P. Dregne
Village Attorney

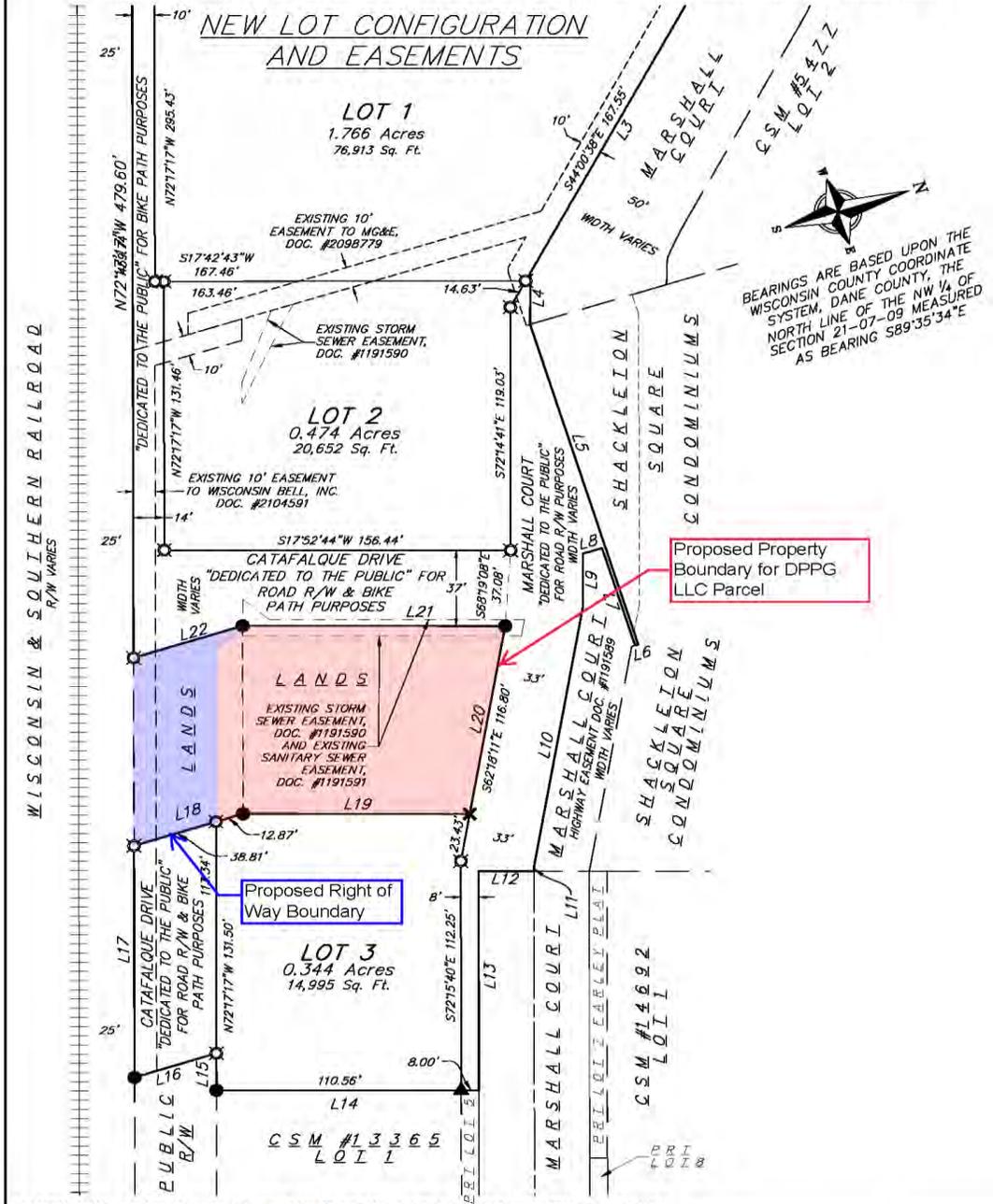
Attachments:

- A - Map depicting Parcel A
- B - Description of DPPG Property Improvements
- C - Lodgic CSM

EXHIBIT A
CONVEYANCE OF LANDS FOR STREET
AND BIKE PATH PURPOSES
DPPG LLC

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



10 Jul 2018 - 4:11p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher
 planners | engineers | advisors
 Phone: (800) 261-3898

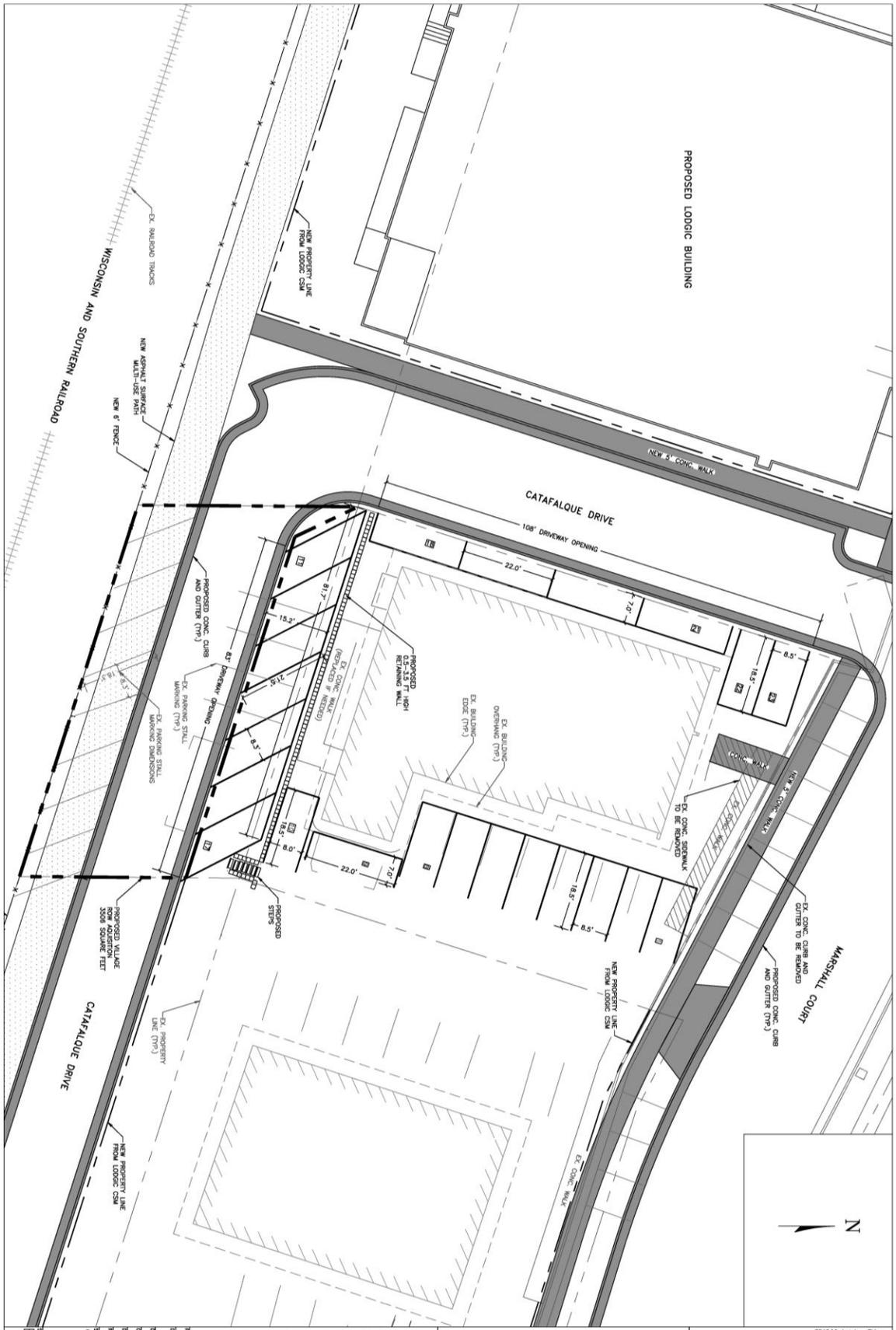


FN: 150191
 DATE: 07/10/2018
 REV:
 Drafted By: MMAR
 Checked By: PRNU

SURVEYED FOR:
 Marshall Court
 Investors, LLC
 625 N. Sagoe Road,
 Suite 107
 Madison, WI 53705

C.S.M. No. _____
 Doc. No. _____
 Vol. _____ Page _____

SHEET
4 OF 9



PROJECT NO. 10-118
 SHEET NO. 10-118-1B
 DATE: 10/15/10
 SCALE: AS SHOWN
 EXHIBIT B

CONVEYANCE OF LANDS FOR STREET
 AND BIKE PATH PURPOSES
 Village of Shorewood Hills, Wisconsin

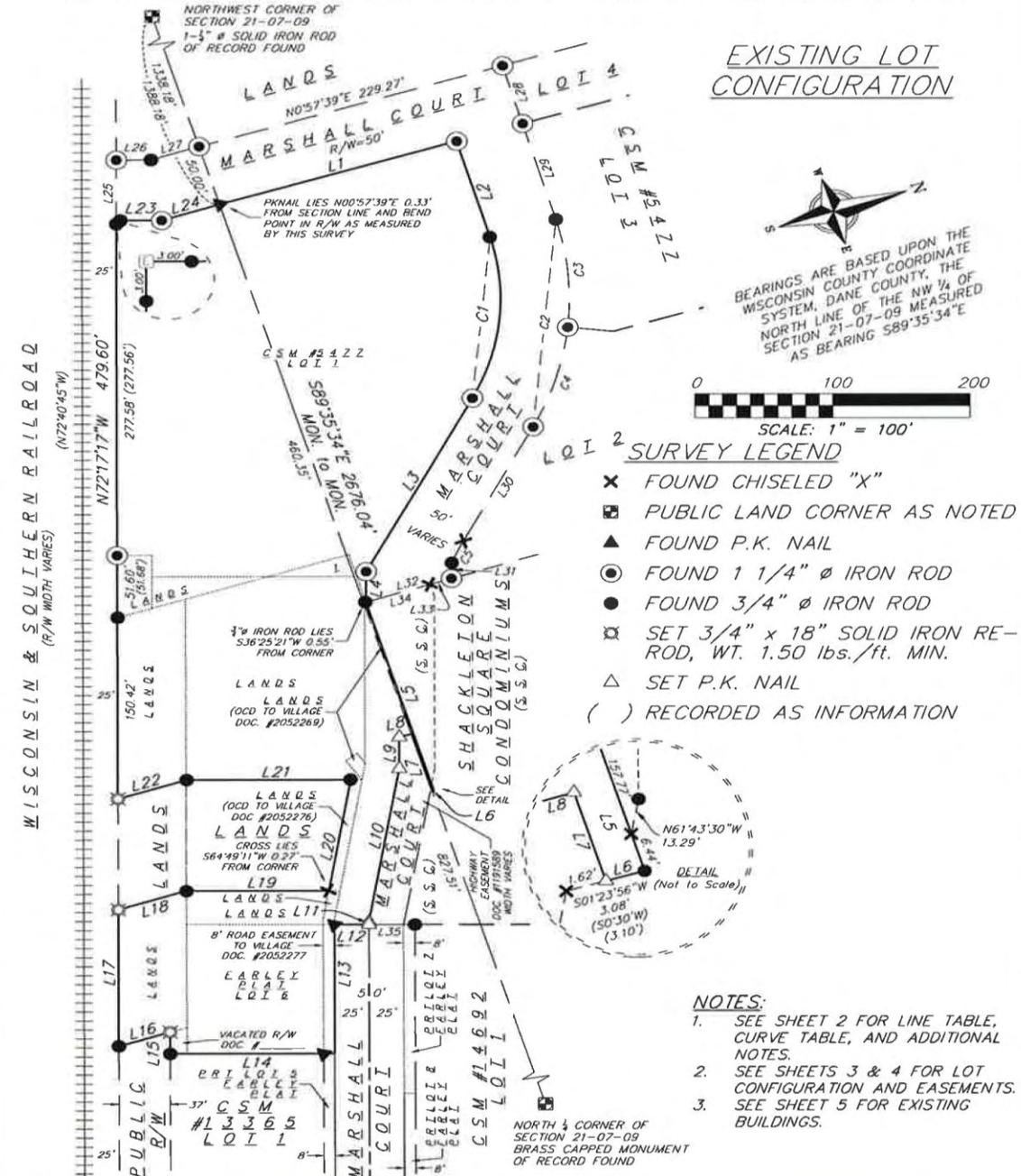
EXHIBIT B TO
 DPPP LLC AGREEMENT

tc TOWN & COUNTRY
 ENGINEERING, INC.
 2012 Marketplace Drive
 Suite 103
 Madison, WI 53719
 (608) 273-3350
 www.tceengineers.net

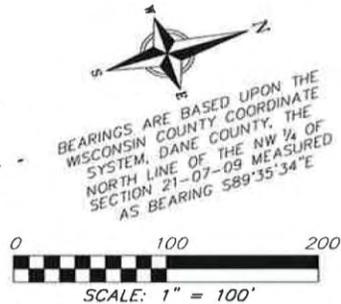
EXHIBIT C

CERTIFIED SURVEY MAP No. _____

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



EXISTING LOT CONFIGURATION



SURVEY LEGEND

- ✕ FOUND CHISELED "X"
- ☒ PUBLIC LAND CORNER AS NOTED
- ▲ FOUND P.K. NAIL
- ⊙ FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD
- ⊗ SET 3/4" x 18" SOLID IRON RE-ROD, WT. 1.50 lbs./ft. MIN.
- △ SET P.K. NAIL
- () RECORDED AS INFORMATION

NOTES:

1. SEE SHEET 2 FOR LINE TABLE, CURVE TABLE, AND ADDITIONAL NOTES.
2. SEE SHEETS 3 & 4 FOR LOT CONFIGURATION AND EASEMENTS.
3. SEE SHEET 5 FOR EXISTING BUILDINGS.

10 Jul 2018 - 4:10p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

<p>planners engineers advisors</p> <p>Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____
		SHEET 1 OF 9		

CERTIFIED SURVEY MAP No. _____

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LINE TABLE			LINE TABLE		
LINE NUMBER	DIRECTION	LENGTH	LINE NUMBER	DIRECTION	LENGTH
L1	N00°57'39"E (N00°32'11"E)	178.99' (178.91')	L19	N17°52'44"E (N17°47'E)	102.41'
L2	S89°05'53"E (S89°27'49"E)	82.93' (83.00')	L20	N62°18'11"W (N62°16'W)	93.37'
L3	S44°00'38"E (S44°27'49"E)	162.98'	L21	S17°52'44"W (S17°47'W)	118.60'
L4	S71°45'03"E (S72°12'14"E)	25.31' (25.22')	L22	S00°08'27"W (S00°07°01"W)	51.68' (51.88')
L5	S89°29'07"E (S89°30'E)	164.21' (164.60')	L23	N17°42'43"E (N17°19'15"E)	32.81' (32.73')
L6	S01°23'56"W (S00°30'W)	1.46'	L24	N00°11'41"E (N00°15'48'W)	43.97' (44.20')
L7	N89°35'34"W (N89°30'W)	49.98'	L25	N72°17'17"W (N72°40'45'W)	50.00'
L8	S00°27'49"W (S00°30'W)	9.06'	L26	N17°42'43"E (N17°19'15'E)	25.11' (25.00')
L9	S72°14'41"E (S72°13'E)	26.17' (26.18')	L27	N00°11'41"E (N00°15'48'W)	36.60' (36.82')
L10	S62°18'11"E (S62°16'E)	129.08'	L28	S89°05'53"E (S89°27'79'E)	50.05' (50.00')
L11	S72°15'40"E (S72°13'W)	2.12' (2.18')	L29	S89°05'53"E (S89°27'79'E)	82.82' (83.00')
L12	S17°52'44"W (S17°47'W)	25.00'	L30	S44°00'38"E (S44°27'49'E)	107.55' (107.42')
L13	S72°15'40"E (S72°13'E)	107.33' (107.1')	L31	S70°26'54"E (S71°17'39'E)	12.87' (12.83')
L14	S17°49'58"W (S17°47'W)	118.56'	L32	S00°16'50"W (S00°09'38'E)	64.64' (64.73')
L15	N72°17'17"W	18.16'	L33	S00°16'50"W (S00°09'38'E)	16.25'
L16	S00°08'27"W	38.81'	L34	S00°16'50"W (S00°09'38'E)	48.39'
L17	N72°17'17"W (N72°41'10'W)	113.34'	L35	N17°52'44"E (S17°47'W)	33.00'
L18	N00°08'27"E (N00°07°01'W)	51.68' (51.88')			

NOTES:

1. Subject to Storm Sewer Easement recorded as Document #1191590.
2. Subject to Sanitary Sewer Easement Recorded as Document #1191591.
3. Subject to Reservations, Covenants, and Restrictions contained in Quit Claim Deed recorded as Document #12055762.
4. Subject to Easements and Agreements contained in Warranty Deed recorded as Document #2069281.
5. Subject to Reservations in Instrument recorded as Document #2068269.
6. Subject to Right-of-Way Grant Underground Electric-Electric Pole Line Easement to Madison Gas and Electric Company recorded as Document #2098779.
7. Subject to Notice Affecting Real Estate recorded as Document #2109270.
8. Subject to Agreement for License with Madison Metropolitan Sewerage District recorded as Document #984043 and Supplemental Agreement recorded as Document #984044.

CURVE TABLE					
CURVE NUMBER	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	137.48' (137.45')	175.00'	45°00'39" (45°00'00")	S66°35'53"E (S66°57'49'E)	133.97' (133.94')
C2	176.80' (176.72')	225.00'	45°01'14" (45°00'00")	S66°35'36"E (S66°57'49'E)	172.28' (172.21')
C3	90.20' (90.04')	225.00'	22°58'12" (22°55'42")	S77°37'07"E (S77°59'58'E)	89.60' (89.44')
C4	86.59' (86.68')	225.00'	22°03'02" (22°04'18")	S55°06'29"E (S55°29'58'E)	86.06' (86.14')
C5	20.14' (20.15')	175.00'	6°35'39" (06°35'46")	S47°28'10"E (S7°45'42'E)	20.13' (20.14')

10 Jul 2018 - 4:11p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

<p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 2 OF 9
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CERTIFIED SURVEY MAP No. _____

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NEW LOT CONFIGURATION AND EASEMENTS

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SECTION 21-07-09 MEASURED AS BEARING S89°35'34"E

WISCONSIN & SOUTHERN RAILROAD
R/W WIDTH VARIES

N72°17'17"W 479.60'
459.74'

"DEDICATED TO THE PUBLIC" FOR BIKE PATH PURPOSES

N22°17'17"W 275.74'

LOT 1
1.770 Acres
77,111 Sq. Ft.

EXISTING 10' EASEMENT TO MC&E, DOC. #2098779

EXISTING STORM SEWER EASEMENT, DOC. #1191590

LOT 2
0.474 Acres
20,652 Sq. Ft.

EXISTING 10' EASEMENT TO WISCONSIN BELL, INC. DOC. #2104591
S17°52'44"W 156.44'

CATAFALQUE DRIVE
"DEDICATED TO THE PUBLIC" FOR ROAD R/W & BIKE PATH PURPOSES

L22

L21

568°19'09"E 37.08'

MARSHALL COURT
"DEDICATED TO THE PUBLIC" FOR ROAD R/W PURPOSES
WIDTH VARIES

S72°14'41"E 119.03'

L20

SHACKLETON CONDOMINIUMS

SOUTH LINE OF SHACKLETON SQUARE CONDOMINIUMS & WESTERLY EXTENSION OF THE NORTH LINE OF FARLEY PLAT AS MONUMENTED.

C S M # 5 4 7 7
L O T 4

C S M # 5 4 7 7
L O T 3

C S M # 5 4 7 7
L O T 2

10 Jul 2018 - 4:11p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher
planners | engineers | advisors
Phone: (800) 261-3698



FN: 150191
DATE: 07/10/2018
REV:
Drafted By: MMAP
Checked By: PKNJ

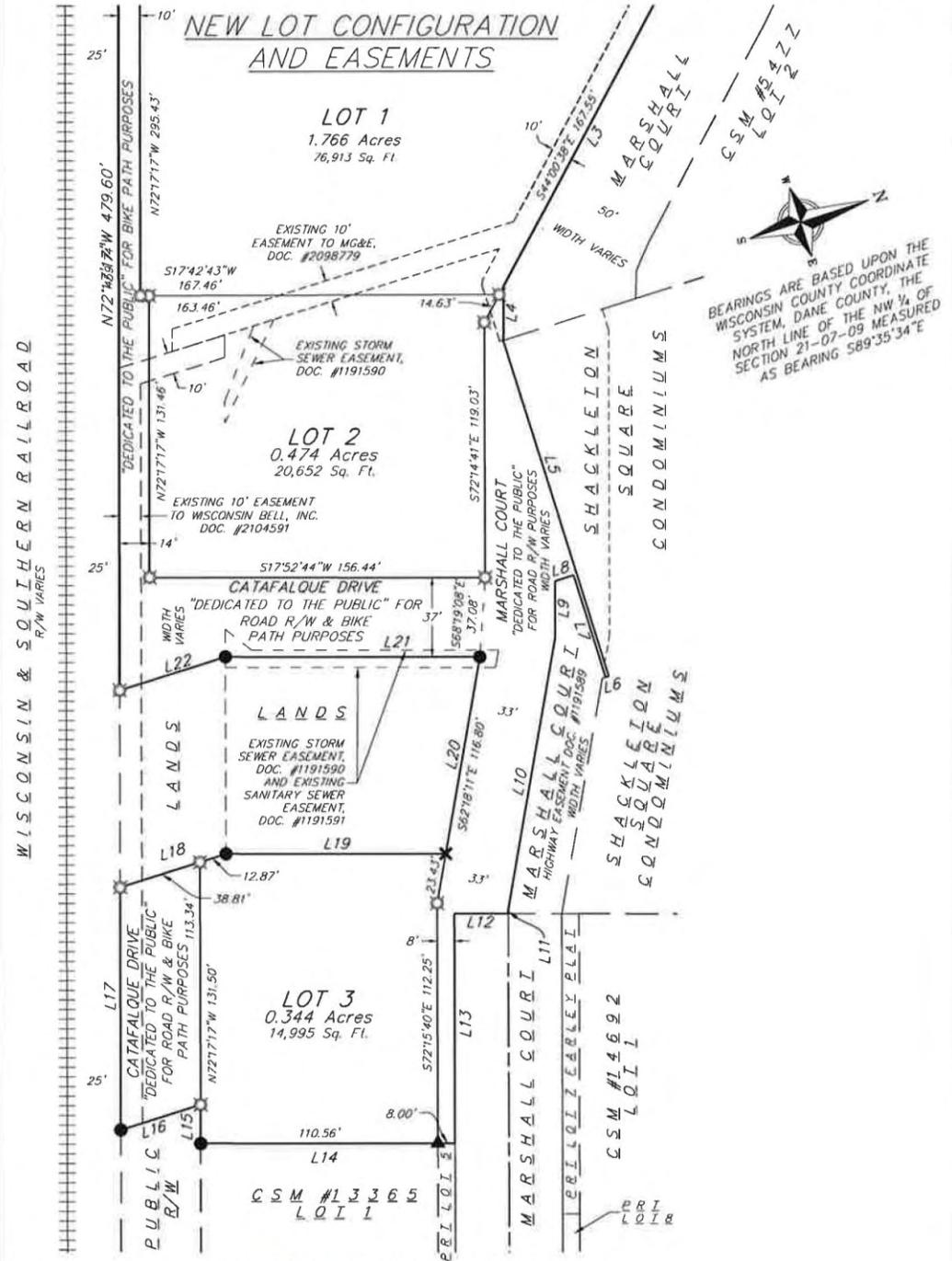
SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Segoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SHEET
3 OF 9

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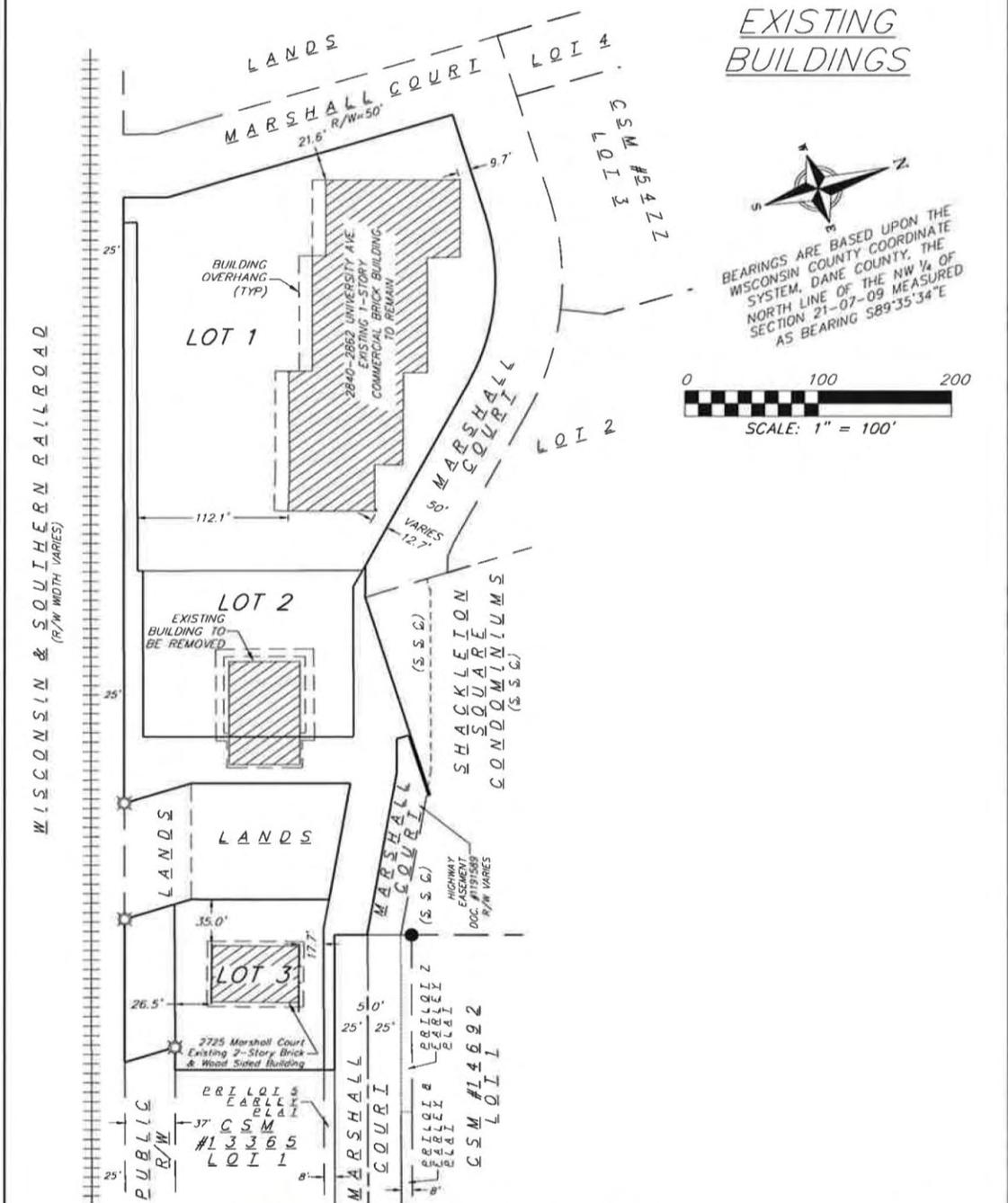


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vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/10/2018 REV:	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 9
		Drafted By: MMAR Checked By: PKNU			

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10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

<p>planners engineers advisors</p> <p>Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: Drafted By: MMAR Checked By: PRNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 5 OF 9
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LEGAL DESCRIPTION

Lot 1 Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, also Lot 6 Farley Plat, as recorded in Volume 17 of Plats, on Page 28, as Document Number 894244, Dane County Registry, also part of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 16, also part of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:
Commencing at the Northwest corner of said Section 21; thence S89°35'34"E along the North line of the NW $\frac{1}{4}$ of said Section 21, 1388.18 feet to a westerly line of said Lot 1 and the point of beginning; thence along the boundary of said Lot 1 for the next five (5) courses; 1-thence N00°57'39"E, 178.99 feet; 2-thence S89°05'53"E, 82.93 feet to a point of curvature; 3-thence 137.48 feet along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 45°00'39", and a chord bearing S66°35'53"E, 133.97 feet; 4-thence S44°00'38"E, 162.98 feet; 5-thence S71°45'03"E, 25.31 feet to the Southwest corner of the Amended Plat of "Shackleton Square", a Condominium, as recorded in Volume 4-33A of Condominium Plats, on Pages 406-412, as Document Number 1828246, Dane County Registry; thence S89°29'07"E along the southerly line of said Shackleton Square, 164.21 feet to a southerly corner thereof; thence S01°23'56"W along the southerly line of said Shackleton Square, 1.46 feet to a southerly line of lands Quit Claimed to the Village of Shorewood Hills by Document Number 2052269; thence N89°35'34"W along said southerly line, 49.98 feet; thence S00°27'49"W, 9.06 feet; thence S72°14'41"E, 26.17 feet; thence S62°18'11"E, 129.08 feet; thence S72°15'40"E, 2.12 feet to the West line of said Farley Plat; thence S17°52'44"W along said West line, 25.00 feet to the Northwest corner of said Lot 6, Farley Plat; thence S72°15'40"E along the North line of said Lot 6, 107.33 feet to the Northeast corner thereof; thence S17°49'58"W along the East line of said Lot 6 and its southerly extension thereof, 118.56 feet to a southwesterly corner of Certified Survey Map Number 13365, as recorded in Volume 86 of Certified Survey Maps, on Pages 269-274, as Document Number 4914123, Dane County Registry; thence N72°17'17"W, 18.16 feet to a southwesterly corner of said Certified Survey Map Number 13365; thence S00°08'27"W along a westerly line of said Certified Survey Map Number 13365, 38.81 feet to a southwesterly corner thereof and the northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 113.34 feet; thence N00°08'27"E, 51.68 feet; thence N17°52'44"E, 102.41 feet; thence N62°18'11"W, 93.37 feet; thence S17°52'44"W, 118.60 feet; thence S00°08'27"W, 51.68 feet to the said northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 479.60 feet to the Southwest corner of said Lot 1; thence N17°42'43"E along the West line of said Lot 1, 32.81 feet; thence N00°11'41"E along the West line of said Lot 1, 43.97 feet to the point of beginning.

Said description contains 137,423 square feet or 3.155 acres more or less.

SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor, S-2452, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of Marshall Court Investors, LLC, University Station, LLP, and the Village of Shorewood Hills, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with the provisions of Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the Village of Shorewood Hills in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael S. Marty

Date: _____

Signed: _____
Michael S. Marty, P.L.S. S-2452

10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

 <p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: _____ Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 6 OF 9
		10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar			

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OWNER'S CERTIFICATE

Marshall Court Investors, LLC, a Wisconsin limited liability company, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by S236.34 to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner

this _____ day of _____, 2018.

Marshall Court Investors, LLC

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

CONSENT OF MORTGAGEE

Monona State Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Monona State Bank, has caused these presents to be signed by _____ its _____, at _____, Wisconsin, on this _____ day of _____, 2018.

Monona State Bank

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, _____, of the above named banking association, to me known to be the person(s) who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

10 Jul 2018 - 4:12p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

 <p>planners engineers advisors Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/10/2018 REV: Drafted By: MMAR Checked By: PKNLU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 7 OF 9
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Tri Party Agreement
Village, Univ. Station, Marshall Court
Summary of Main Elements
November 1, 2018

1. University Station obligations.
 - A. Dedicate bike path to Village (see attached map).
 - B. Grant temporary construction and permanent easement to Village (more bike path) (see attached map).
 - C. Grant storm sewer easement to Village (see attached map).
 - D. Convey land to Marshall Court (see attached map).
 - E. Construction work within University Station parking lot.
 - F. Provide title commitments associated with its conveyances.

2. Marshall Court obligations.
 - A. Dedicate bike path to Village (see attached map).
 - B. Dedicate street right-of-way to Village (see attached map)
 - C. Grant temporary storm sewer easement to Village.
 - D. Convey land to University Station. (see attached map).
 - E. Prepare and record CSM.
 - F. Construction new storm sewer main.
 - G. Provide title commitments associated with its conveyances.

3. Village obligations.
 - A. Convey remnant parcel to University Station (see attached map).
 - B. Convey remnant parcel to Marshall Court (see attached map).
 - C. Release storm sewer easement across Lodgic parcel.
 - D. Provide title commitments associated with its conveyances.
 - E. Contribute \$14,000 to the cost of the new storm sewer main to be constructed by Marshall Court (estimated total cost \$81,000).
 - F. Pay University Station:
 - (1) \$111,200 for bike path dedication.
 - (2) \$32,480 for bike path easement.
 - (3) \$122,868 for parking lot, easement area and landscaping work.

RESOLUTION NO. 2018-12

**VILLAGE OF SHOREWOOD HILLS
DANE COUNTY, WISCONSIN**

**A RESOLUTION APPROVING A TRI-PARTY AGREEMENT
(UNIVERSITY STATION, MARSHALL COURT INVESTORS)**

RECITAL

The Village, University Station Limited Partnership, and Marshall Court Investors, LLC wish to accomplish certain conveyances and dedications in order to facilitate the redevelopment of certain land on Marshall Court, the construction of a public bike path and a public street, and various related projects.

RESOLUTION

NOW, THEREFORE, the Village Board of the Village of Shorewood Hills hereby resolves as follows:

1. The Tri-Party Agreement attached as Attachment A (the “Agreement”) is approved.
2. The Village President, Village Clerk, Village Administrator and Village Attorney are authorized to execute the Agreement and take all other actions needed to implement the Agreement.

The above Resolution was duly adopted at the meeting of the Village Board of the Village of Shorewood Hills on the _____ day of _____, 2018.

APPROVED

By _____
David Renforado, Village President

ATTEST

Karla Endres, Village Clerk

Attachment A – Tri-Party Agreement

ATTACHMENT A

Tri-Party Agreement Village of Shorewood Hills, Lodgic and University Station

This Agreement is entered into this _____ day of _____, 2018 among the Village of Shorewood Hills, a Wisconsin municipal corporation (the “Village”), University Station Limited Partnership (“University Station”), a Wisconsin limited liability partnership, and Marshall Court Investors, LLC (“Marshall Court”), a Wisconsin limited liability company.

RECITALS

- A. Marshall Court is the owner of the real property located at 2801 Marshall Court, located in the Village of Shorewood Hills, Dane County, Wisconsin (the “Marshall Court Property”).
- B. University Station is the owner of the real property known as the University Station Shopping Center located at 2840-2862 University Avenue, located in the Village of Shorewood Hills, Dane County, Wisconsin (the “University Station Property”).
- C. The Village is the owner of certain real property adjacent to or near the Marshall Court Property and the University Station Property (the “Village Property”).
- D. The Village has an easement interest in the Marshall Court Property for storm sewer purposes (the “Storm Sewer Easement”).
- E. The Village, University Station, and Marshall Court wish to accomplish certain conveyances and dedications in order to facilitate the redevelopment of the Marshall Court Property, the construction of a public bike path adjacent to the University Station Property and the Marshall Court Property, and the modification of the parking area serving the University Station Property.

AGREEMENT

In consideration of the mutual covenants and undertakings contained herein the parties agree as follows:

- 1. Recitals. The above recitals are material to and incorporated in this Agreement.
- 2. Agreements to convey and dedicate property.
 - a. Marshall Court hereby agrees to convey to University Station, and University Station agrees to accept, in accordance with the provisions of this Agreement, part of the Marshall Court Property described and depicted in Attachment A (“Parcel

A” a/k/a “Land Swap Area 2”). The purchase price for Parcel A shall be \$1.00 (the “Parcel A Purchase Price”).

b. University Station hereby agrees to convey to Marshall Court, and Marshall Court agrees to accept, in accordance with the provisions of this Agreement, part of the University Station Property described and depicted in Attachment B (“Parcel B” a/k/a “Land Swap Area 1” and “Land Swap Area 3”). The purchase price for Parcel B shall be \$1.00 (the “Parcel B Purchase Price”).

c. The Village hereby agrees to convey to Marshall Court, and Marshall Court agrees to accept, in accordance with the provisions of this Agreement:

(i) part of the Village Property described and depicted in Attachment C (“Parcel C”);

(ii) part of the Village Property described and depicted in Attachment D (“Parcel D”).

The purchase price for Parcels C and D shall be \$1.00 (the “Parcels C and D Purchase Price”).

d. The Village hereby agrees to convey to University Station, and University Station agrees to accept, in accordance with the provisions of this Agreement, part of the Village Property described and depicted in Attachment E (“Parcel E”). The purchase price for Parcel E shall be \$1.00 (the “Parcel E Purchase Price”).

e. The Village hereby agrees to release the Storm Sewer Easement in accordance with the terms of this Agreement.

f. Marshall Court agrees to prepare at its cost, and University Station and Marshall Court hereby agree to execute and record, a certified survey map (“CSM”) (after giving effect to the conveyances described in subparagraphs a-e above) in substantially the same form shown on Attachment F. Among other things, the CSM dedicates certain lands to the Village for a bike path and certain lands to the Village for a public street.

g. Part of the dedications to the public shown on Attachment F are currently owned by University Station (the “University Station Dedicated Land”) and part of such dedications are owned by Marshall Court (the “Marshall Court Dedicated Land”) and together with the University Station Dedicated Land, the “Dedicated Land”).

3. Conditions precedent to the conveyances of Parcels A-E and the recording of CSM. The closing on the conveyances of Parcels A-E and the recording of the CSM are contingent upon the following:

a. *Parcel A:* Within twenty (20) days after the execution of this Agreement, Marshall Court shall provide to University Station a commitment for an owner’s title insurance policy (Current ALTA Owner’s form) issued by a title insurance

company (the "Title Company") showing title to Parcel A as of a date no more than 15 days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming University Station as the proposed owner-insured of Parcel A in the amount of the Parcel A Purchase Price (the "Parcel A Commitment"). University Station may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the Closing Date. University Station, within five (5) business days after receipt of the Parcel A Commitment, will make objections to the title to Parcel A based upon examination of the Parcel A Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, Marshall Court shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Parcel A Commitment indicating that any such objections have been cured. University Station need not object to mortgages or other liens against Parcel A. If not sooner satisfied, Marshall Court shall satisfy all such mortgage or other liens at closing. If Marshall Court does not cure University Station's objections by the Closing Date, or if title to Parcel A is not good and marketable of record in Marshall Court at the Closing Date, then University Station shall have the following options (which shall operate as University Station's exclusive remedies for breach of this subparagraph):

- (i) University Station may terminate this Agreement, or
- (ii) University Station may elect to waive the objection and accept the title to Marshall Court's interest in Parcel A in its unmarketable condition.

- b. *Parcel B.* Within twenty (20) days after the execution of this Agreement, University Station shall provide to Marshall Court a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by the Title Company showing title to Parcel B as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming Marshall Court as the proposed owner-insured of Parcel B in the amount of the Parcel B Purchase Price (the "Parcel B Commitment"). Marshall Court may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the Closing Date. Marshall Court, within five (5) business days after receipt of the Parcel B Commitment, will make objections to the title to Parcel B based upon examination of the Parcel B Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, University Station shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Parcel B Commitment indicating that any such objections have been cured. Marshall Court need not object to mortgages or other liens against Parcel B. If not sooner satisfied, University Station shall satisfy all such mortgages and other liens at closing. If University Station does not cure Marshall Court's objections by the

Closing Date, or if title to Parcel B is not good and marketable of record in University Station at the Closing Date, then Marshall Court shall have the following options (which shall operate as Marshall Court's exclusive remedies for breach of this subparagraph):

- (i) Marshall Court may terminate this Agreement, or
- (ii) Marshall Court may elect to waive the objection and accept the title to University's Station's interest in Parcel B in its unmarketable condition.

c. *Parcels C and D.* Within twenty (20) days after the execution of this Agreement, the Village shall provide to Marshall Court a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by the Title Company showing title to Parcels C and D as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming Marshall Court as the proposed owner-insured of Parcels C and D in the amount of the Parcels C and D Purchase Price (the "Parcels C and D Commitment"). Marshall Court may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the Closing Date. Marshall Court, within five (5) business days after receipt of the Parcels C and D Commitment, will make objections to the title to Parcels C and D based upon examination of the Parcels C and D Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, the Village shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Parcels C and D Commitment indicating that any such objections have been cured. Marshall Court need not object to mortgages or other liens against Parcels C and D. If not sooner satisfied, the Village shall satisfy all such mortgages or other liens at closing. If the Village does not cure Marshall Court's objections by the Closing Date, or if title to Parcels C and D is not good and marketable of record in the Village at the Closing Date, then Marshall Court shall have the following options (which shall operate as Marshall Court's exclusive remedies for breach of this subparagraph):

- (i) Marshall Court may terminate this Agreement, or
- (ii) Marshall Court may elect to waive the objection and accept the title to the Village's interest in Parcels C and D in its unmarketable condition.

d. *Parcel E.* Within twenty (20) days after the execution of this Agreement, the Village shall provide to University Station a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by the Title Company showing title to Parcel E as of a date no more than 15 days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming University Station as the proposed owner-insured of Parcel E in the amount of the Parcel E Purchase Price (the "Parcel E

Commitment”). University Station may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the date of Closing. University Station, within five (5) business days after receipt of the Parcel E Commitment, will make objections to the title to Parcel E based upon examination of the Parcel E Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, the Village shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Parcel E Commitment indicating that any such objections have been cured. University Station need not object to mortgages or other liens against Parcel E. If not sooner satisfied, the Village shall satisfy all such mortgages or other liens at closing. If the Village does not cure University Station’s objections by the Closing Date, or if title to Parcel E is not good and marketable of record in the Village at the Closing Date, then University Station shall have the following options (which shall operate as University Station’s exclusive remedies for breach of this subparagraph):

- (i) University Station may terminate this Agreement, or
- (ii) University Station may elect to waive the objection and accept the title to the Village’s interest in Parcel E in its unmarketable condition.

- e. *Dedicated Land.* Within twenty (20) days after the execution of this Agreement, University Station and Marshall Court shall provide to the Village a commitment for an owner’s title insurance policy (Current ALTA Owner’s form) issued by the Title Company showing title to the Dedicated Land to be as of a date no more than fifteen (15) days before recording of the CSM to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming the Village as the proposed owner-insured of the Dedicated Land in an amount to be determined by the Village (the “Dedicated Land Commitment”). The Village may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the Closing Date. The Village, within five (5) business days after receipt of the Dedicated Land Commitment, will make objections to the title to the Dedicated Land based upon examination of the Dedicated Land Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, University Station and Marshall Court shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Dedicated Land Commitment indicating that any such objections have been cured. The Village need not object to mortgages or other liens against the Dedicated Land. If not sooner satisfied, University Station and Marshall Court shall satisfy all such mortgages and other liens at closing. If University Station and Marshall Court do not cure the Village’s objections by the Closing Date, or if title to the Dedicated Land is not good and marketable of record in University Station and Marshall Court at the Closing Date, then the Village shall

have the following options (which shall operate as the Village's exclusive remedies for breach of this subparagraph):

- (i) The Village may terminate this Agreement, or
- (ii) The Village may elect to waive the objection and accept the title to University Station's interest in the University Station Dedicated Land or Marshall Court's interest in the Marshall Court Dedicated Land in its unmarketable condition.

4. Conditions precedent to recording the CSM. The recording of the CSM is contingent upon the following:

- a. Completion of the conveyances of Parcels A through E pursuant to this Agreement.
- b. Delivery and execution of the Temporary Construction and Permanent Right-of-Way Easement described in paragraph 10 hereof.
- c. Approval of the CSM by the Village of Shorewood Hills Village Board.
- d. If any of these conditions is not satisfied, by the Closing Date, then any party may terminate this Agreement.

5. Closing. The closing shall take place not later than November 30, 2018 (the "Closing Date"). The closing shall take place at the offices of the Title Company or such other place as the parties shall mutually agree. At the closing:

a. Marshall Court shall deliver to University Station:

- (i) A Quit Claim Deed properly executed on behalf of Marshall Court in recordable form conveying Parcel A to University Station and in the form attached hereto as Exhibit 1.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Quit Claim Deed.
- (iii) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Marshall Court.
- (iv) A "marked-up" Parcel A Commitment (initialed by the appropriate Title Company officer) to issue a policy of title insurance subject to no exceptions except those to which University Station has not objected or has expressly agreed to pursuant to Section 3.a. hereof.

- (v) Unless waived by Marshall Court and University Station, a HUD-1 or similar closing statements prepared by the Title Company, properly executed.

b. University Station shall deliver to Marshall Court:

- (i) A Quit Claim Deed properly executed on behalf of University Station in recordable form conveying Parcel B to Marshall Court and in the form attached hereto as Exhibit 2.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Quit Claim Deed.
- (iii) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of University Station.
- (iv) A "marked-up" Parcel B Commitment (initialed by the appropriate Title Company officer) to issue a policy of title insurance subject to no exceptions except those to which Marshall Court has not objected or has expressly agreed to pursuant to Section 3.b. hereof.
- (v) Unless waived by University Station and Marshall Court, HUD-1 or similar closing statements prepared by the Title, properly executed.

c. The Village shall deliver to Marshall Court:

- (i) A Quit Claim Deed properly executed on behalf of the Village in recordable form conveying Parcel C and D to Marshall Court in the form attached hereto as Exhibit 3.
- (ii) A release of Storm Sewer Easement in the form attached hereto as Exhibit 6.
- (iii) All certificates, instruments and other documents necessary to permit the recording of the Quit Claim Deed.
- (iv) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of the Village.
- (v) A "marked-up" Parcels C and D Commitment (initialed by the appropriate Title Company officer) to issue a policy of title insurance subject to no exceptions except those to which Marshall Court has not objected or has expressly agreed to pursuant to Section 3.c. hereof.

- (vi) Unless waived by the Village and Marshall Court, a HUD-1 or similar closing statements prepared by the Title Company, properly executed.

d. The Village shall deliver to University Station:

- (i) A Quit Claim Deed properly executed on behalf of the Village in recordable form conveying Parcel E to University Station in the form attached hereto as Exhibit 4.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Quit Claim Deed.
- (iii) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of the Village.
- (iv) A "marked-up" Parcel E Commitment (initialed by the appropriate Title Company officer) to issue a policy of title insurance subject to no exceptions except those to which University Station has not objected or has expressly agreed to pursuant to Section 3.d. hereof.
- (v) Unless waived by the Village and University Station, a HUD-1 or similar closing statements prepared by the Title Company, properly executed.

e. University Station and Marshall Court shall deliver to the Village:

- (i) A "marked-up" Dedicated Land Commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which the Village has not objected or has expressly agreed to pursuant to Section 3.e. hereof.
- (ii) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of University Station and Marshall Court with respect to the Dedicated Land.

f. University Station shall deliver to the Village:

- (i) The Temporary Construction and Permanent Easement Agreement described in Section 10 of this Agreement, properly executed on behalf of University Station and Park Bank.
- (ii) A Storm Sewer Easement in the form attached as Exhibit 7, properly executed on behalf of University Station and Park Bank.

6. Certified Survey Map. As soon as is practicable after the conditions in Section 4 of this Agreement have been satisfied, Marshall Court shall prepare and seek Village approval of the CSM, and Marshall Court and University Station shall execute and record the CSM. If the conditions in Section 4 of this Agreement are not satisfied by November 30, 2018, the obligation to record the CSM shall terminate.
7. Title, transfer taxes and recording fees. Marshall Court shall pay the title insurance, real estate transfer tax and recording costs associated with the conveyance of Parcels A, C and D and shall pay the cost of recording the CSM. University Station shall pay the title insurance, real estate transfer tax and recording costs associated with the conveyance of Parcels B. The Village shall pay the title insurance, real estate transfer tax and recording costs associated with the conveyance of Parcel E.
8. Real Estate Taxes and Special Assessments. Real estate taxes due and payable for all years prior to that in which Closing occurs, including any amounts otherwise payable for such years which may have been deferred pursuant to applicable law, and real estate taxes due and payable for the year in which closing occurs, shall be paid by Marshall Court as to Parcel A and the Marshall Court Dedicated Land, and University Station as to Parcel B and the University Station Dedicated Land. Marshall Court shall pay any special assessments levied or pending as of the Closing Date for Parcel A and the Marshall Court Dedicated Land, including, but not limited to, (i) installments, if any, which appear on the property tax statements for the year in which the closing occurs and (ii) any installments which may have been deferred pursuant to applicable laws. University Station shall pay any special assessments levied or pending as of the Closing Date for Parcel B and the University Station Dedicated Land, including, but not limited to, (i) installments, if any, which appear on the property tax statements for the year in which the closing occurs and (ii) any installments which may have been deferred pursuant to applicable laws.
9. Village payment to University Station for bike path dedication. On the later of (i) January 20, 2019, or (ii) fifteen (15) days after the CSM has been recorded with the Register of Deeds pursuant to Section 6 of this Agreement, the Village shall pay \$111,200.00 to University Station as consideration for University Station's dedication of the University Station Dedicated Land to the Village for bike path purposes, pursuant to the CSM.
10. University Station grant to Village of a temporary construction and a permanent right-of-way easement and a storm sewer easement. University Station shall grant to the Village a Temporary Construction and Permanent Right-of-Way Easement in the form attached hereto as Exhibit 5. The Village shall pay \$32,480.00 to University Station as consideration for the Permanent Easement. The Village's payment to University Station shall be due on the later of (i) January 20, 2019, or (ii) 15 days after the execution in full of the Temporary Construction and Permanent Right-of-Way Easement. University Station shall also grant to the Village a Storm Sewer Easement in the form attached hereto as Exhibit 7.

11. Village reimbursement to University Station for parking lot work. Following the recording of the CSM, University Station shall construct and complete various improvements to its property as described on Attachment G (the “University Station Work”). University Station shall be responsible for construction management and traffic control during the University Station Work. Upon completion of the University Station Work, and delivery to the Village of documentation, in form, substance and detail satisfactory to the Village, demonstrating the final cost of the University Station Work, the Village shall reimburse University Station for the Cost of the University Station Work as follows:
- a. Reimbursement for the actual cost of the University Station Work up to a maximum total reimbursement of \$85,810.00.
 - b. Reimbursement for the cost of construction management and traffic control during the University Station Work equal to ten (10%) percent of the cost of the University Station Work, up to a maximum total reimbursement for construction management and traffic control of \$8,581.00.
 - c. Reimbursement for the cost of removing existing landscaping in connection with the University Station Work, up to a maximum total reimbursement for landscaping removal of \$4,810.00.
 - d. Reimbursement for the cost of work associated with the Permanent Easement Area (as described in the easement described in paragraph 10 herein) at the southwest corner of the University Station Property which work includes removing an existing curb and gutter, installing a new curb and gutter, and adding a new center area island at the west side of such property up to and not exceeding \$23,667.00.

The Village’s payment to University Station pursuant to this section shall be due on the later of (i) January 20, 2019, or (ii) 30 days after University Station delivers satisfactory documentation demonstrating the final cost of the University Station Work.

12. Construction of Storm Sewer Main.

- a. Marshall Court shall construct and install a public storm sewer main and related appurtenances (the “Storm Sewer Improvements”), as generally depicted on Attachment H as the “PROPOSED 36” RCP STORM SEWER.” The Storm Sewer Improvements shall be constructed in accordance with detailed construction plans and specifications, and a construction schedule, approved by the Village Engineer.

- b. Before commencing work on the Storm Sewer Improvements, Marshall Court shall require the contractor constructing the Storm Sewer Improvements to have the Village, University Station, Flad Development & Investment Corp., John Flad and Park Bank named as additional insured parties on a commercial general liability insurance policy with limits of not less than \$5,000,000.00, which amount may be satisfied in part by an umbrella policy. Marshall Court shall provide a certificate of insurance and endorsement to the Village demonstrating compliance with this section.
- c. The Storm Sewer Improvements shall be completed by not later than May 31, 2019.
- d. After the Storm Sewer Improvements are completed, and within 21 days after receiving written notice that Marshall Court desires the Village to inspect such Improvements, the Village Engineer shall inspect the Improvements and, if acceptable to the Village Engineer, the Village Board shall by resolution certify such Improvements as being in compliance with the standards and specifications of the Village, and accept the Storm Sewer Improvements. Before obtaining certification of the Improvements, the Developer shall: (1) present to the Village and to University Station valid lien waivers from all persons providing materials or performing work on the Improvements for which certification is sought; (2) provide as built drawings to the Village Engineer consisting of four hard copies on paper; (3) provide to the Village all information regarding such Improvements that the Village requests to comply with GASB 34. Marshall Court agrees to provide for maintenance and repair of the Storm Sewer Improvements until such Improvements are formally accepted by the Village. The Village shall provide notice to Marshall Court whenever inspection reveals that the work does not conform to the required standards and specifications or is otherwise defective. Marshall Court shall have 30 days from the issuance of such notice to cure the defect. The Village shall provide written notice to Marshall Court of defects or nonconformities within 15 days after the Village has actual knowledge of the defect or nonconformity.
- e. Except as otherwise provided in this Section, Marshall Court shall pay the full cost of constructing the Storm Sewer Improvements. After the Village accepts the Storm Sewer Improvements, the Village shall pay \$14,000.00 to Marshall Court.
- f. Marshall Court agrees to guarantee and warrant all work performed in constructing the Storm Sewer Improvements for a period of one year from the date the Village accepts the Storm Sewer Improvements (the “Guarantee Period”) against defects in workmanship or materials. If written notice of

defective work is given to Marshall Court during the Guarantee Period, Marshall Court agrees to make required replacement or acceptable repairs of the defective work at its own expense, including total and complete restoration of any disturbed surface or component of the Improvements on lands where the repairs or replacement is required, to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship that extend beyond the above Guarantee Period shall be assigned by Marshall Court to the Village.

13. Notices. All documents to be delivered and all correspondence and notices to be given in connection with this Agreement shall be in writing and given by personal delivery, by email, or sent by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

University Station: University Station Limited Partnership
Attention: John J. Flad
3330 University Avenue, Suite 206
Madison, WI 53705-2167
Email: jflad@flad-development.com

Marshall Court: Rich Arnesen
Stone House Development, Inc.
625 North Segoe Road
Madison, WI 53705
rarnesen@stonehousedevelopment.com

With a copy to: Jenifer Kraemer
von Briesen & Roper, S.C.
10 East Doty Street, Suite 900
Madison, WI 53703
Phone: (608) 310-3608
Email: jkraemer@vonbriesen.com

The Village: Karl Frantz, Village Administrator
Village of Shorewood Hills
810 Shorewood Blvd.
Madison, WI 53705-2115
Phone: (608) 267-2680
Email: kpfrantz@shorewood-hills.org

With a copy to: Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
Phone: (608) 259-2618
Email: mdregne@staffordlaw.com

A notice delivered personally shall be delivered personally to the person whose attention mailed notices are addressed. A notice sent by email shall be deemed given to the party to whom it is sent on the date actually transmitted. A notice sent by mail shall be deemed to have been given to the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed to such party at its then current address for the giving of notices. Any party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other parties hereto, in the manner above specified ten (10) days prior to the effective date of said change.

14. Commissions. Marshall Court, University Station and the Village hereby each warrant that they have no broker in connection with the transactions described in this Agreement.
15. Default. Except as otherwise provided in paragraph 3, should any party default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within ten (10) days after notice from another party, the non-defaulting parties shall have and may pursue all rights and remedies available to them hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance.
16. Risk of Loss. Risk of loss prior to the time of closing shall remain in Marshall Court as to Parcel A, University Station as to Parcel B and the Village as to Parcels C, D and E.
17. Miscellaneous. All of the covenants, warranties, and provisions of this Agreement shall survive and be enforceable after the closing of this transaction. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. Delivery of an executed copy of this Agreement by facsimile or email shall be deemed delivery of the executed original. This Agreement may be executed in counterparts.
18. Time of the Essence. Except as otherwise stated herein, time is of the essence in the performance of this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
20. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver such other documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement, each conveyance and dedication described herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first set forth above.

Village of Shorewood Hills,
a Wisconsin municipal corporation

By _____
Dave Benforado, Village President

By _____
Karla Endres, Village Clerk

University Station Limited Partnership,
a Wisconsin limited liability partnership
By: Flad Development & Investment Corp., Its General
Partner

By: _____
John J. Flad, President

Marshall Court Investors LLC,
a Wisconsin limited liability company

By: _____

CONSENT OF MORTGAGEE

Park Bank, being the holder of a mortgage against the Property, consents to the grant of the permanent easement, and agrees that its mortgage interest in the easement area is subordinate to the permanent easement.

Dated: _____, 2018.

Park Bank

By: _____
Name: _____
Title: _____

Attachment A - Legal description of Parcel A
Attachment B - Legal description of Parcel B
Attachment C - Legal description of Parcel C
Attachment D – Legal description of Parcel D
Attachment E – Legal description of Parcel E
Attachment F - Form of certified survey map
Attachment G - Joe Daniels Construction Proposal
Attachment H – Utility Plan for Storm Sewer Improvements

Exhibit 1 – Quit Claim Deed (Parcel A)
Exhibit 2 – Quit Claim Deed (Parcel B)
Exhibit 3 – Quit Claim Deed (Parcels C and D)
Exhibit 4 – Quit Claim Deed (Parcel E)
Exhibit 5 – Temporary Construction and Permanent Easement Agreement
Exhibit 6 – Partial Release of Storm Sewer Easement
Exhibit 7 – Storm Sewer Easement

EXHIBIT A

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the SE 1/4 - SW 1/4 of Section 16, also part of the NE 1/4 - NW 1/4 of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Southeasterly most corner of said Lot 1; thence N00°26'38"E along the East line of said Lot 1, 87.59 feet to the point of beginning; thence continuing N00°26'38" E along said East line of Lot 1 and its northerly extension thereof, 51.36 feet to a point of intersection with the North line of lands as described in Warranty Deed recorded as Document Number 5074027, said line also being the westerly extension of the North line of Farley Plat, recorded as Document Number 894244, said line also being the westerly extension of the South line of the Amended Plat of Shackleton Square condominium recorded as Document Number 1828246; thence S89°29'07"E along the North line and westerly extension of said lines, 19.07 feet; thence S17°42'43"W, 64.24 feet to the point of beginning. Said description contains 585 square feet, more or less.

Tri-Party Agreement
ATTACHMENT A
(Legal Description of Parcel A)

EXHIBIT A

#1

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the NE 1/4 - NW 1/4 of Section 21, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southeasterly most corner of said Lot 1; thence N72°14'45"W along a southerly line of said Lot 1, 26.00 feet; thence N17°42'43"E, 83.62 feet to a point of intersection with the East line of said Lot 1; thence S00°26'38"W along the East line of said Lot 1, 87.59 feet to the point of beginning. Said description contains 1,087 square feet more or less.

#2

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the SE 1/4 - SW 1/4 of Section 16, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Southeasterly most corner of said Lot 1, thence N00°26'38"E along the East line of said Lot 1, 87.59 feet; thence continuing N00°26'38"E along the East line of said Lot 1 and its northerly extension thereof, 61.36 feet; to a point of intersection with the North line of lands as described in Warranty Deed recorded as Document Number 5074027, said line also being the westerly extension of the North line of Farley Plat, recorded as Document Number 894244, said line also being the westerly extension of the South line of the Amended Plat of Shackleton Square condominium recorded as Document Number 1878246; thence S89°29'07"E along the North line and westerly extension of said lines, 19.07 feet to the point of beginning; thence continuing S89°29'07"E along said lines, 22.31 feet to a point of intersection with the East line of said Certified Survey Map Number 5477, said point also being the Southwest corner of said Shackleton Square condominium; thence S00°16'50"W along the southerly extension of said East line of Certified Survey Map Number 5477, 1.77 feet to a point of intersection with the South line of the Southwest 1/4 of said Section 16; thence N89°35'34"W along said South line, 22.88 feet to the East line of lands as described in Land Swap Area 2; thence N17°42'43"E along said East line, 1.89 feet to the point of beginning. Said description contains 40 square feet more or less.

Tri-Party Agreement
ATTACHMENT B
(Legal Description to Parcel B)

DESCRIPTION OLD RR R/W TO MARSHALL COURT INVESTORS, LLC

Being a part of Lands Described in Correction Instrument recorded as Document Number 5394529 and located in the NE 1/4 - NW 1/4 of Section 21, Township 07 North, Range 09 East, in the Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

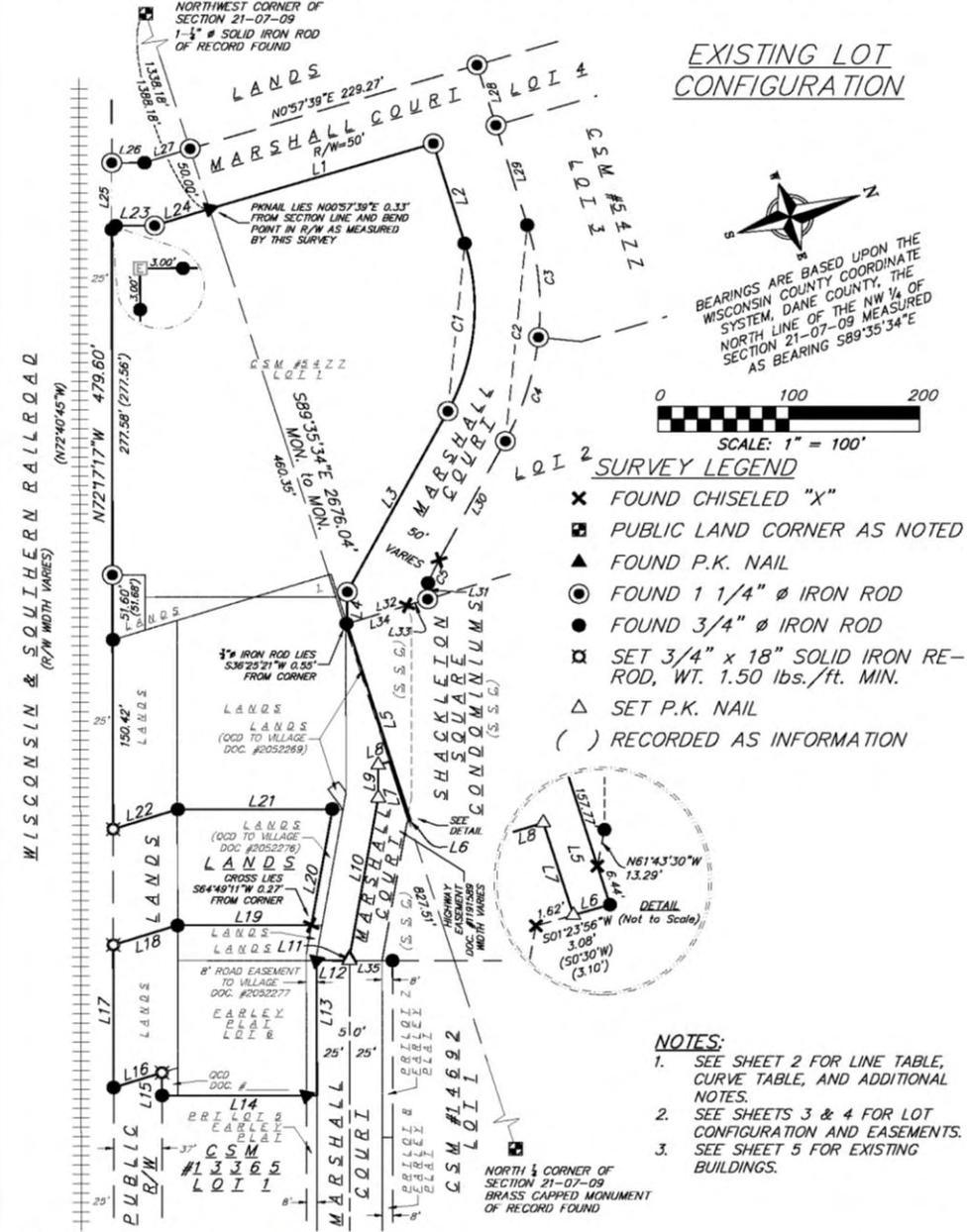
Beginning at the Southeast corner of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry; thence S00°26'38"W along the southerly extension of an easterly line of said Lot 1, 11.44 feet; thence N72°17'17"W, 29.39 feet; thence N17°42'43"E, 10.94 feet to a southerly line of said Lot 1; thence S72°14'45"E along said southerly line, 26.00 feet to the point of beginning. Said description contains 303 square feet more or less.

Tri-Party Agreement
ATTACHMENT D
(Legal Description of Parcel D)

Tri-Party Agreement
ATTACHMENT F

CERTIFIED SURVEY MAP No. _____

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



30 Oct 2018 - 4:03p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmr

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 150191
DATE: 07/16/2018
REV: 10/30/2018
Drafted By: MMAR
Checked By: PKNU

SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Segoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SHEET
1 OF 9

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN

LINE TABLE			LINE TABLE		
LINE NUMBER	DIRECTION	LENGTH	LINE NUMBER	DIRECTION	LENGTH
L1	N00°57'39"E (N00°32'11"E)	178.99' (178.91')	L19	N17°52'44"E (N17°47"E)	102.41'
L2	S89°05'53"E (S89°27'49"E)	82.93' (83.00')	L20	N62°18'11"W (N62°16"W)	93.37'
L3	S44°00'38"E (S44°27'49"E)	162.98'	L21	S17°52'44"W (S17°47"W)	118.60'
L4	S71°45'03"E (S72°12'14"E)	25.31' (25.22')	L22	S00°08'27"W (S00°07'01"W)	51.68' (51.88')
L5	S89°29'07"E (S89°30"E)	164.21' (164.60')	L23	N17°42'43"E (N17°19'15"E)	32.81' (32.73')
L6	S01°23'56"W (S00°30"W)	1.46'	L24	N00°11'41"E (N00°15'48"W)	43.97' (44.20')
L7	N89°35'34"W (N89°30"W)	49.98'	L25	N72°17'17"W (N72°40'45"W)	50.00'
L8	S00°27'49"W (S00°30"W)	9.06'	L26	N17°42'43"E (N17°19'15"E)	25.11' (25.00')
L9	S72°14'41"E (S72°13"E)	26.17' (26.18')	L27	N00°11'41"E (N00°15'48"W)	36.60' (36.82')
L10	S62°18'11"E (S62°16"E)	129.08'	L28	S89°05'53"E (S89°27'79"E)	50.05' (50.00')
L11	S72°15'40"E (S72°13"W)	2.12' (2.18')	L29	S89°05'53"E (S89°27'79"E)	82.82' (83.00')
L12	S17°52'44"W (S17°47"W)	25.00'	L30	S44°00'38"E (S44°27'49"E)	107.55' (107.42')
L13	S72°15'40"E (S72°13"E)	107.33' (107.1')	L31	S70°26'54"E (S71°17'39"E)	12.87' (12.83')
L14	S17°49'58"W (S17°47"W)	118.56'	L32	S00°16'50"W (S00°09'38"E)	64.64' (64.73')
L15	N72°17'17"W	18.16'	L33	S00°16'50"W (S00°09'38"E)	16.25'
L16	S00°08'27"W	38.81'	L34	S00°16'50"W (S00°09'38"E)	48.39'
L17	N72°17'17"W (N72°41'10"W)	113.34'	L35	N17°52'44"E (S17°47"W)	33.00'
L18	N00°08'27"E (N00°07'01"W)	51.68' (51.88')			

NOTES:

1. Subject to Storm Sewer Easement recorded as Document #1191590. Partially released by Document #_____.
2. Subject to Sanitary Sewer Easement Recorded as Document #1191591.
3. Subject to Reservations, Covenants, and Restrictions contained in Quit Claim Deed recorded as Document #S2055762.
4. Subject to Easements and Agreements contained in Warranty Deed recorded as Document #2069281.
5. Subject to Reservations in Instrument recorded as Document #2068269.
6. Subject to Right-of-Way Grant Underground Electric-Electric Pole Line Easement to Madison Gas and Electric Company recorded as Document #2098779. Partially released by Document #5451206.
7. Subject to Notice Affecting Real Estate recorded as Document #2109270.
8. Subject to Agreement for License with Madison Metropolitan Sewerage District recorded as Document #984043 and Supplemental Agreement recorded as Document #984044.

CURVE TABLE

CURVE NUMBER	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	137.48' (137.45')	175.00'	45°00'39" (45°00'00")	S66°35'53"E (S66°57'49"E)	133.97' (133.94')
C2	176.80' (176.72')	225.00'	45°01'14" (45°00'00")	S66°35'36"E (S66°57'49"E)	172.28' (172.21')
C3	90.20' (90.04')	225.00'	22°58'12" (22°55'42")	S77°37'07"E (S77°59'58"E)	89.60' (89.44')
C4	86.59' (86.68')	225.00'	22°03'02" (22°04'18")	S55°06'29"E (S55°29'58"E)	86.06' (86.14')
C5	20.14' (20.15')	175.00'	6°35'39" (06°35'46")	S47°28'10"E (S7°45'42"E)	20.13' (20.14')

30 Oct 2018 - 4:03p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmarr

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 150191
DATE: 07/16/2018
REV: 10/30/2018
Drafted By: MMARR
Checked By: PKNU

SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Segoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

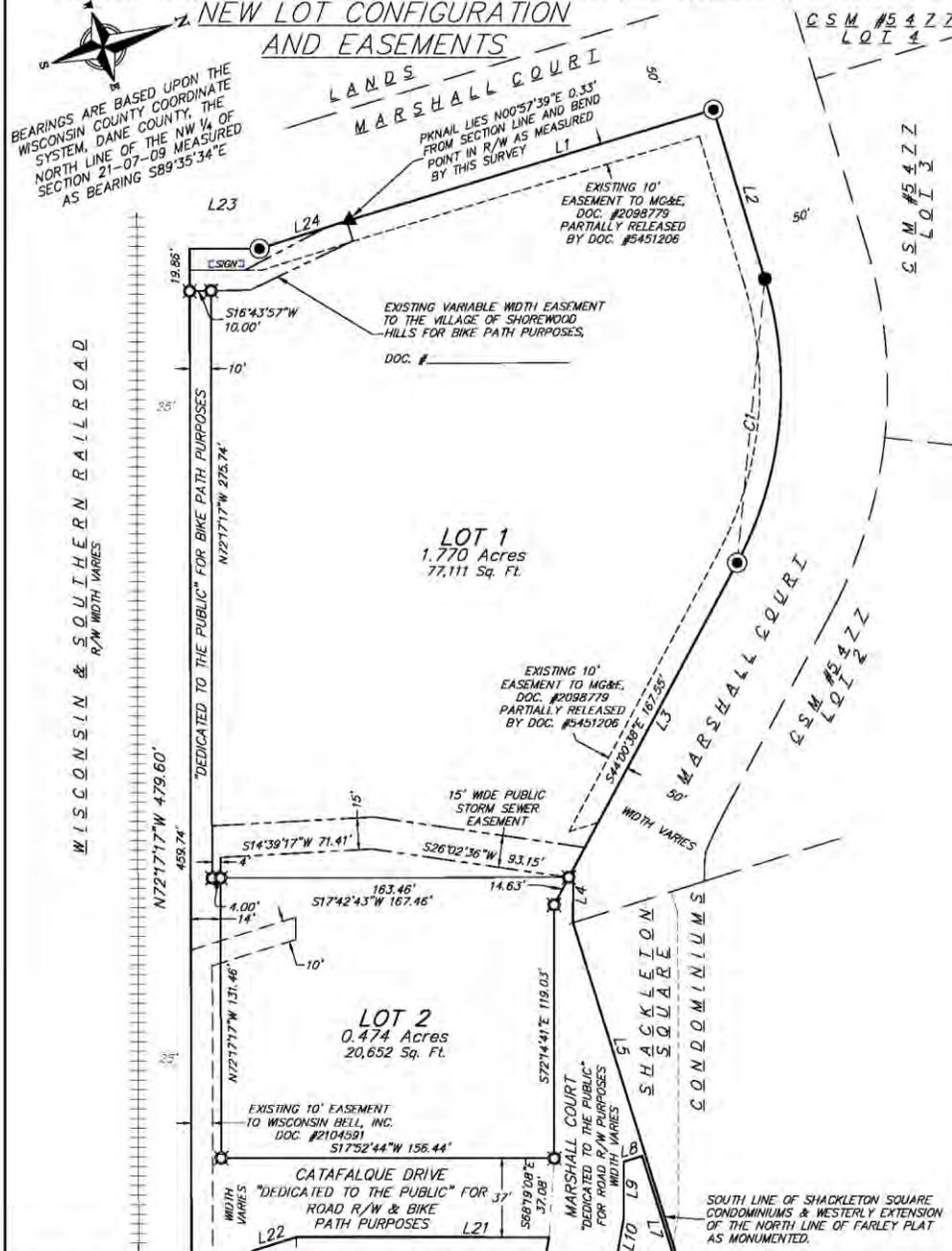
**SHEET
2 OF 9**

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN

NEW LOT CONFIGURATION AND EASEMENTS

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SECTION 21-07-09 MEASURED AS BEARING S89°35'34"E

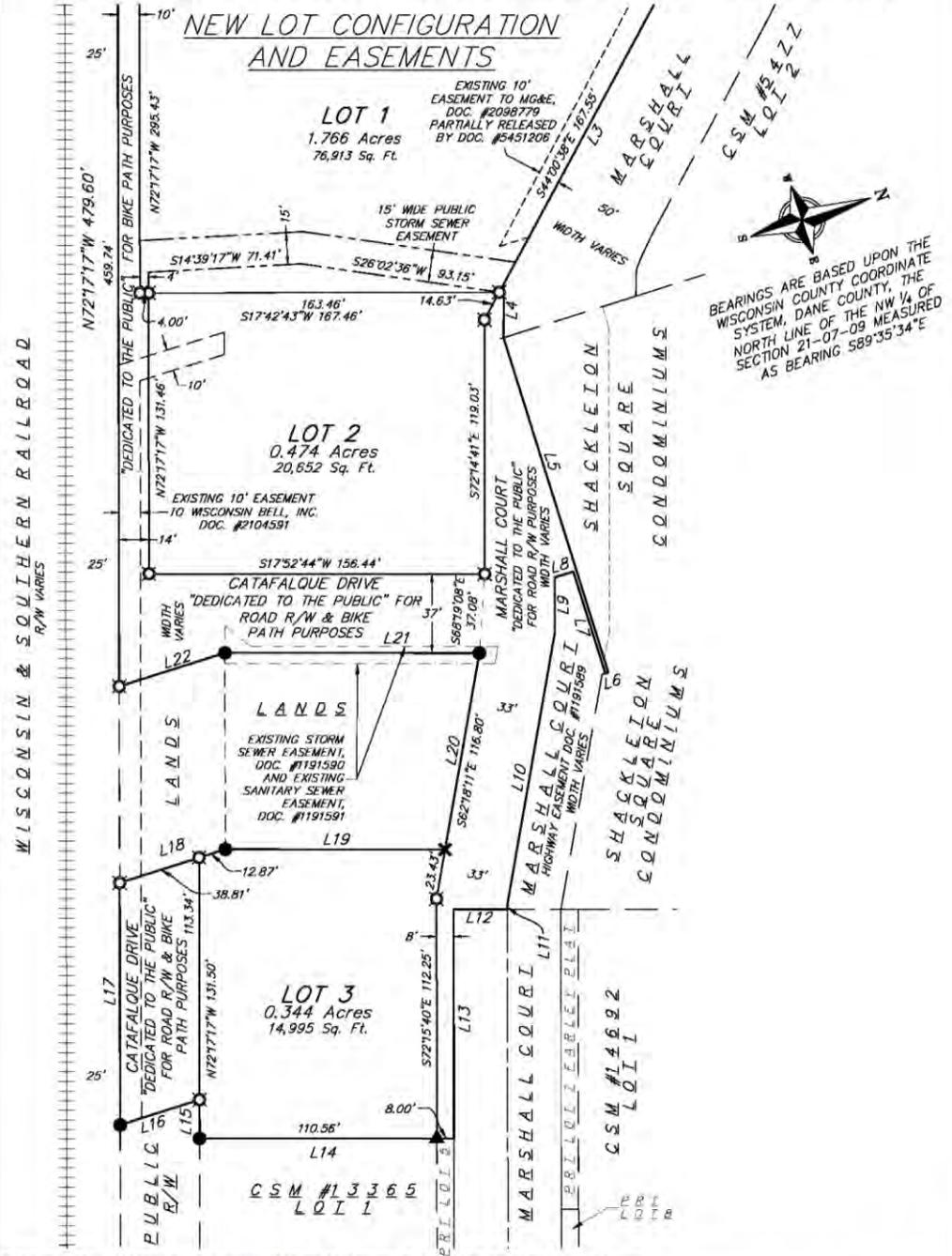


30 Oct 2018 - 404p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmr

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Sangre Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 3 OF 9

CERTIFIED SURVEY MAP No.

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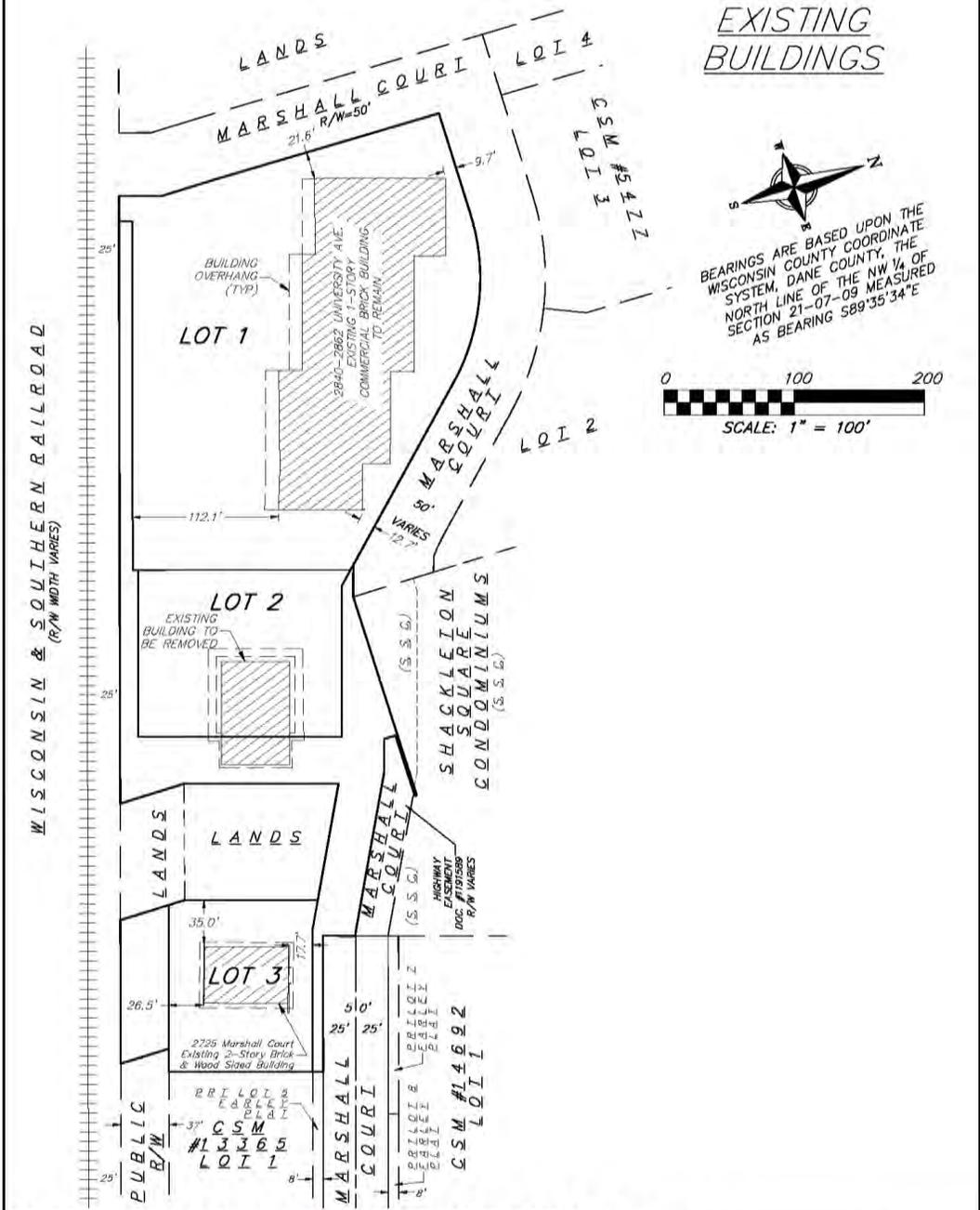


30 Oct 2018 - 4:04p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by:mmar

<p>planners engineers advisors</p> <p>Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 9

CERTIFIED SURVEY MAP No. _____

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vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMAR Checked By: PRNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705
		C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 5 OF 9

CERTIFIED SURVEY MAP No. _____

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

Lot 1 Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, also Lot 6 Farley Plat, as recorded in Volume 17 of Plats, on Page 28, as Document Number 894244, Dane County Registry, also part of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 16, also part of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:
Commencing at the Northwest corner of said Section 21; thence S89°35'34"E along the North line of the NW $\frac{1}{4}$ of said Section 21, 1388.18 feet to a westerly line of said Lot 1 and the point of beginning; thence along the boundary of said Lot 1 for the next five (5) courses; 1-thence N00°57'39"E, 178.99 feet; 2-thence S89°05'53"E, 82.93 feet to a point of curvature; 3-thence 137.48 feet along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 45°00'39", and a chord bearing S66°35'53"E, 133.97 feet; 4-thence S44°00'38"E, 162.98 feet; 5-thence S71°45'03"E, 25.31 feet to the Southwest corner of the Amended Plat of "Shackleton Square", a Condominium, as recorded in Volume 4-33A of Condominium Plats, on Pages 406-412, as Document Number 1828246, Dane County Registry; thence S89°29'07"E along the southerly line of said Shackleton Square, 164.21 feet to a southerly corner thereof; thence S01°23'56"W along the southerly line of said Shackleton Square, 1.46 feet to a southerly line of lands Quit Claimed to the Village of Shorewood Hills by Document Number 2052269; thence N89°35'34"W along said southerly line, 49.98 feet; thence S00°27'49"W, 9.06 feet; thence S72°14'41"E, 26.17 feet; thence S62°18'11"E, 129.08 feet; thence S72°15'40"E, 2.12 feet to the West line of said Farley Plat; thence S17°52'44"W along said West line, 25.00 feet to the Northwest corner of said Lot 6, Farley Plat; thence S72°15'40"E along the North line of said Lot 6, 107.33 feet to the Northeast corner thereof; thence S17°49'58"W along the East line of said Lot 6 and its southerly extension thereof, 118.56 feet to a southwesterly corner of Certified Survey Map Number 13365, as recorded in Volume 86 of Certified Survey Maps, on Pages 269-274, as Document Number 4914123, Dane County Registry; thence N72°17'17"W, 18.16 feet to a southwesterly corner of said Certified Survey Map Number 13365; thence S00°08'27"W along a westerly line of said Certified Survey Map Number 13365, 38.81 feet to a southwesterly corner thereof and the northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 113.34 feet; thence N00°08'27"E, 51.68 feet; thence N17°52'44"E, 102.41 feet; thence N62°18'11"W, 93.37 feet; thence S17°52'44"W, 118.60 feet; thence S00°08'27"W, 51.68 feet to the said northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 479.60 feet to the Southwest corner of said Lot 1; thence N17°42'43"E along the West line of said Lot 1, 32.81 feet; thence N00°11'41"E along the West line of said Lot 1, 43.97 feet to the point of beginning.

Said description contains 137,423 square feet or 3.155 acres more or less.

SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor, S-2452, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of Marshall Court Investors, LLC, University Station, LLP, and the Village of Shorewood Hills, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with the provisions of Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the Village of Shorewood Hills in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael S. Marty

Date: _____

Signed: _____
Michael S. Marty, P.L.S. S-2452

30 Oct 2018 - 4:05p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

 planners engineers advisors Phone: (800) 261-3698		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Sagoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Val. _____ Page _____	SHEET 6 OF 9

CERTIFIED SURVEY MAP No. _____

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

The Village of Shorewood Hills, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by S236.34 to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner

this _____ day of _____, 2018.

Village of Shorewood Hills

By: _____

State of Wisconsin)
)ss.
 County of Dane)

Personally came before me this _____ day of _____, 2018, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin My Commission expires: _____

VILLAGE BOARD OF TRUSTEES RESOLUTION

Resolved that this Certified Survey Map located in the Village of Shorewood Hills was hereby approved by the Board of Trustees by Resolution Number _____, and that said Resolution further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the Village of Shorewood Hills for public use.

Dated this _____ day of _____, 2018.

By: _____
 Dave Benforado, President Board of Trustees,
 Village of Shorewood Hills

VILLAGE CLERK'S CERTIFICATE

As the duly appointed/elected Village Clerk of the Village of Shorewood Hills, I hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map.

Dated this _____ day of _____, 2018.

By: _____
 Karla Endres, Village Clerk
 Village of Shorewood Hills

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20____
 at _____ o'clock _____m. and recorded in Volume _____ of Certified
 Survey Maps on pages _____, as Doc. No. _____.

 Kristi Chlebowski,
 Dane County Register of Deeds

30 Oct 2018 - 4:05p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 07/16/2018	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 9 OF 9
		REV: 10/30/2018 Drafted By: MMAR Checked By: PKNU			

Attachment G

Joe Daniels Construction Company, Inc.
 Updated Numbers from original proposal
 Of January 21, 2016:

- (1) South side – bike path area: Including sawing of existing asphalt and concrete curb, remove with disposal of curb/2'-0" wide asphalt surfaces, removal of masonry piers and metal fencing, removal of landscape planting/trees and mulched area, new curb and gutter, traffic control barricades, light pole relocate, and buried conduit alteration allowance included. Costs: = \$34,238.00
 Note: New landscape by others.

- (2) East side – land swap area with adjacent property: Including concrete curb/gutter removal, removal of large trees in Flad's new space, grade cuts to match existing parking lot elevations, new area base where needed, new curb and gutter, new asphalt patch at triangle shaped area near street and traffic control barricades. Costs: = \$29,867.00
 Note: New landscape by others.

- (3) West entrance area – Existing islands to be increased or shortened in length and/or widened to allow for the bike path area to be very close to across the street from old to new. Includes curb/gutter, asphalt, demo and new. Concrete sidewalk replacement and site sign electrical relocated allowance included. Traffic barricades included. Costs: = \$20,855.00
 Note: New landscape by others.
 Note: All permits and drawing by others

- (4) To add parking lot striping changes for new layout. Costs: = \$850.00

- Sub-Total: \$85,810.00

- (5) Additional Daniels work per 10/10/18
 E-Mail-Costs Assoc. with permanent Easement at southwest corner. \$23,967.00

- Daniels Total: \$109,777.00

Flad Development & Investment Corp.
 Construction Management & Traffic Control:

\$8,581.00

A.L. Landscaping

- (1) Existing landscaping to be removed (Paid 10/21/18): \$4,810.00

- Total: \$122,868.00**

university station bike pat related added costs

Fran Reible

Wed 10/10/2018 2:25 PM

To: Tom Romano <TRomano@flad-development.com>;

Tom , The added costs to modify the west side of the site to remove old existing curb and gutter , landscaped areas, and asphalt surfaces , the install new ne concrete curbs for the bike path area and then also at the center area island and still keep a 23 foot clearance drive access ADDED COST =\$23,667.00 Then an add if the shaded area to the west side of the street requires the removal of the street curb and new flat flowline curb and apron behind is to be done ,ADDED COST = \$2,858.00, Then if the entire lot is to be seal coated ADDED COSTS = \$55,850.00 , add any cracks within the existing lot that need to be prepped and sealed , ADDED COSTS = \$5.20 per liner ft is needed , FRAN

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Marshall Court Investors, LLC,
a Wisconsin limited liability company

("Grantor," whether one or more),
and University Station Limited Partnership

("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in _____ Dane County, State of Wisconsin ("Property")
(if more space is needed, please attach addendum):
See Exhibit A.

For information purposes only: Parcel A

Recording Area

Name and Return Address

Jenifer Kraemer
von Briesen & Roper, s.c.
Ten East Doty, Suite 900
Madison, WI 53703

181/0709-212-8090-8

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated _____

* Marshall Court Investors, LLC (SEAL) _____ (SEAL)

* _____ (SEAL) _____ (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

authenticated on _____

Personally came before me on _____,
the above-named _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Jenifer Kraemer
von Briesen & Roper, s.c.

* Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED STATE BAR OF WISCONSIN FORM No. 3-2003

EXHIBIT A

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the SE 1/4 - SW 1/4 of Section 16, also part of the NE 1/4 - NW 1/4 of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Southeasterly most corner of said Lot 1; thence N00°26'38"E along the East line of said Lot 1, 87.59 feet to the point of beginning; thence continuing N00°26'38"E along said East line of Lot 1 and its northerly extension thereof, 61.36 feet to a point of intersection with the North line of lands as described in Warranty Deed recorded as Document Number 5074027, said line also being the westerly extension of the North line of Farley Plat, recorded as Document Number 894244, said line also being the westerly extension of the South line of the Amended Plat of Shackleton Square condominium recorded as Document Number 1828246; thence S89°29'07"E along the North line and westerly extension of said lines, 19.07 feet; thence S17°42'43"W, 64.24 feet to the point of beginning. Said description contains 585 square feet more or less.

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between University Station, LLP (n/k/a University Station Limited Partnership) ("Grantor," whether one or more), and Marshall Court Investors, LLC, a Wisconsin limited liability company ("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Dane County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
See Exhibit A.

For information purposes only: Parcel B

Recording Area

Name and Return Address

**Jenifer Kraemer
von Briesen & Roper, s.c.
Ten East Doty, Suite 900
Madison, WI 53703**

181/0709-163-9711-4

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated _____

(SEAL) _____ (SEAL)
* **University Station, LLP n/k/a University Station Limited Partnership**

(SEAL) _____ (SEAL)
*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

authenticated on _____

Personally came before me on _____,
the above-named _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
**Jenifer Kraemer
von Briesen & Roper, s.c.**

*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED STATE BAR OF WISCONSIN FORM No. 3-2003

EXHIBIT A

#1

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the NE 1/4 - NW 1/4 of Section 21, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southeasterly most corner of said Lot 1; thence N72°14'45"W along a southerly line of said Lot 1, 26.00 feet; thence N17°42'43"E, 83.62 feet to a point of intersection with the East line of said Lot 1; thence S00°26'38"W along the East line of said Lot 1, 87.59 feet to the point of beginning. Said description contains 1,087 square feet more or less.

#2

Part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the SE 1/4 - SW 1/4 of Section 16, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Southeasterly most corner of said Lot 1; thence N00°26'38"E along the East line of said Lot 1, 87.59 feet; thence continuing N00°26'38"E along the East line of said Lot 1 and its northerly extension thereof, 61.36 feet; to a point of intersection with the North line of lands as described in Warranty Deed recorded as Document Number 5074027, said line also being the westerly extension of the North line of Farley Plat, recorded as Document Number 894244, said line also being the westerly extension of the South line of the Amended Plat of Shackleton Square condominium recorded as Document Number 1828246; thence S89°29'07"E along the North line and westerly extension of said lines, 19.07 feet to the point of beginning; thence continuing S89°29'07"E along said lines, 22.31 feet to a point of intersection with the East line of said Certified Survey Map Number 5477, said point also being the Southwest corner of said Shackleton Square condominium; thence S00°16'50"W along the southerly extension of said East line of Certified Survey Map Number 5477, 1.77 feet to a point of intersection with the South line of the Southwest 1/4 of said Section 16; thence N89°35'34"W along said South line, 22.88 feet to the East line of lands as described in Land Swap Area 2; thence N17°42'43"E along said East line, 1.89 feet to the point of beginning. Said description contains 40 square feet more or less.

State Bar of Wisconsin Form 3 - 2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between the Village of Shorewood Hills

("Grantor," whether one or more),
and Marshall Court Investors, LLC, a Wisconsin
limited liability company

("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together
with the rents, profits, fixtures and other appurtenant interests, in
Dane County, State of Wisconsin ("Property")
(if more space is needed, please attach addendum):

See Exhibit A.

For information purposes only: Parcels C and D

Recording Area

Name and Return Address

Laura E. Callan
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated _____
Village of Shorewood Hills

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Laura E. Callan
Stafford Rosenbaum LLP

*Type name below signatures.

Stafford Rosenbaum LLP, 222 W. Washington Ave Madison WI 53701
Stafford Rosenbaum

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
STATE BAR OF WISCONSIN

FORM No. 3-2003

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Phone 608-256-0226
Road, Fraser, Michigan 48026

Fax 608-661-0350
www.ziplogic.com

Village of Shorewood

Tri-Party Agreement
EXHIBIT 3

DESCRIPTION

Being a part of lands "Dedicated to the Village for Public Purposes" by Certified Survey Map Number 13365, as recorded in Volume 86 of Certified Survey Maps, on Pages 269-274, as Document Number 4914123, Dane County Registry, located in the NE ¼ - NW ¼ of Section 21, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, being more fully described as follows:

Beginning at the Southwest corner of Lot 1 of said Certified Survey Map Number 13365; thence N72°17'17"W, along the northwesterly extension of the southerly line of said Lot 1, 18.16 feet to a westerly line of said lands "Dedicated to the Village for Public Purposes"; thence along the boundary of said lands for the next three (3) courses; 1-thence N00°08'27"E, 12.87 feet to the South line of Lot 6, Farley Plat, as recorded in Volume 17 of Plats, on Page 28, as Document Number 894244, Dane County Registry; 2-thence S72°17'17"E, along said South line, 22.08 feet to the Southeast corner of said Lot 6, said point also lying on the West line of aforementioned Lot 1, Certified Survey Map Number 13365; 3-thence S17°49'58"W along said West line of Lot 1, 12.27 feet to the point of beginning. Said description contains 247 square feet more or less.

DESCRIPTION OLD RR R/W TO MARSHALL COURT INVESTORS, LLC

Being a part of Lands Described in Correction Instrument recorded as Document Number 5394529 and located in the NE 1/4 - NW 1/4 of Section 21, Township 07 North, Range 09 East, in the Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry; thence S00°26'38"W along the southerly extension of an easterly line of said Lot 1, 11.44 feet; thence N72°17'17"W, 29.39 feet; thence N17°42'43"E, 10.94 feet to a southerly line of said Lot 1; thence S72°14'45"E along said southerly line, 26.00 feet to the point of beginning. Said description contains 303 square feet more or less.

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between the Village of Shorewood Hills

("Grantor," whether one or more),
and University Station Limited Partnership

("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Dane County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A.

For information purposes only: Parcel E

Recording Area

Name and Return Address

Laura E. Callan
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated _____
Village of Shorewood Hills

* _____ (SEAL) _____ (SEAL)

* _____ (SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Laura E. Callan
Stafford Rosenbaum LLP

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
STATE BAR OF WISCONSIN

FORM No. 3-2003

*Type name below signatures.

Stafford Rosenbaum LLP, 222 W. Washington Ave Madison WI 53701
Stafford Rosenbaum

Produced with ZipForm® by zipL.orgx 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipL.orgx.com

Phone: 608-256-0226

Fax: 608-663-6356

Village of Shorewood

Tri-Party Agreement
EXHIBIT 4

DESCRIPTION OLD RR R/W TO UNIVERSITY STATION LIMITED
PARTNERSHIP

Being a part of Lands Described in Correction Instrument recorded as Document Number 5394529 and located in the NE 1/4 - NW 1/4 of Section 21, Township 07 North, Range 09 East, in the Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry; thence N72°14'45"W along a southerly line of said Lot 1, 26.00 feet to the point of beginning; thence S17°42'43"W, 14.94 feet; thence N72°17'17"W, 17.87 feet to a southeasterly line of said Lot 1; thence N17°36'29"E along said southeasterly line, 14.95 feet to a southerly corner of said Lot 1; thence S72°14'45"E along said southerly line, 17.89 feet to the point of beginning. Said description contains 267 square feet more or less.

Tri-Party Agreement
EXHIBIT 5

**TEMPORARY CONSTRUCTION AND PERMANENT
EASEMENT AGREEMENT**

This Temporary Construction and Permanent Easement Agreement (“Agreement”) dated this ____ day of _____, 2018 (the “Effective Date”), is between University Station Limited Partnership, a Wisconsin limited partnership (“University Station”) and the Village of Shorewood Hills, a Wisconsin municipal corporation (the “Village”).

RECITALS:

- A. University Station owns property located at 2840-2862 University Avenue in the Village of Shorewood Hills, Dane County, Wisconsin as more particularly described on Exhibit A (the “University Station Property”); and
- B. The Village owns certain property between the University Station Property and University Avenue (the “Village Property”) which the Village intends to improve into a multi-use path with all necessary or related underground and aboveground associated improvements, facilities, accessories, amenities and appurtenances (the “Improvements”); and
- C. University Station is willing to grant a temporary construction easement over, upon and across the portion of the University Station Property shown on Exhibit B to this Agreement (the “Temporary Easement Area”), for the purposes and on the terms and conditions described in this Agreement.
- D. University Station is also willing to grant a permanent, exclusive right-of-way easement over, under and across the portion of the Property shown on Exhibits C and D to this Agreement (the “Permanent Easement Area”), for the purposes and on the terms and conditions described in this Agreement.

Village of Shorewood Hills
810 Shorewood Blvd.
Madison, WI 53705

P.I.N.

AGREEMENT

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University Station and the Village agree as follows:

- 1. Temporary Construction Easement. University Station grants to the Village a temporary, nonexclusive easement (the “Temporary Construction Easement”) over, upon and across the Temporary Easement Area, for the purpose of ingress and egress in connection with the initial construction and installation of the Improvements and other construction

purposes reasonably related to the initial construction of the Improvements in the Permanent Easement Area and in Village Property. University Station also grants the Village a temporary, nonexclusive easement over, upon, and across the Temporary Easement Area for the purpose of allowing the Village's agents, officers, employees, and contractors to access and have ingress and egress to the Village Property by foot or by motorized vehicles, including heavy construction equipment. Village agrees to consult with University Station and obtain University Station's recommendations with respect to scheduling the initial construction and installation of Improvements in the Permanent Easement Area and in the Village Property to minimize the disruption to the use or enjoyment of any part of the University Station Property by University Station or its tenants.

2. Permanent Right-of-Way Easement. University Station grants to the Village, a permanent, exclusive easement (the "Permanent Easement") over, under, in, along, upon and across the Permanent Easement Area for the construction, installation, maintenance, operation, repair, replacement and use of the Improvements and for access to the Village Property.
3. Term/Termination of the Temporary Construction Easement. The term of the Temporary Construction Easement shall commence on the Effective Date and terminate upon the earlier of (a) the date construction of the Improvements is complete or (b) December 31, 2019, provided, however that the term of the Temporary Construction Easement shall be extended for a reasonable time if the Village is delayed at any time in the commencement or progress of the work of the Improvements by an act or neglect of University Station or by other causes beyond the Village's control.
4. Term/Termination of the Permanent Easement. The Permanent Easement shall commence on the Effective Date and shall run with the land and continue in full force and effect for the benefit of the Village, its successors and assigns. The Permanent Easement shall be terminated only by action of the Village.
5. Insurance. The Village shall maintain in effect at all times during the term of the Temporary Construction Easement and the Permanent Easement, a policy of commercial general liability insurance naming University Station, Flad Development & Investment Corp., John Flad and Park Bank as additional insureds, with limits of not less than _____. A certificate of such insurance acceptable to University Station shall be provided to University Station prior to the commencement of the work of the Improvements and thereafter upon renewal or replacement of such required policy upon request by University Station. Within three (3) business days of the date the Village becomes aware of an impending or actual cancellation or expiration of such insurance, the Village shall provide notice to University Station of such impending or actual cancellation or expiration.
6. Restrictions on University Station. During the term of the Temporary Construction Easement, University Station shall not take any action or permit others to take any action that interferes with or is inconsistent with the Village's rights under this Agreement in and

to the Temporary Construction Easement Area. During the term of the Permanent Easement, University Station shall not take any action or permit others to take any action that interferes with or is inconsistent with the Village's rights under this Agreement in and to the Permanent Easement Area, and University Station shall not take any action that impairs or impedes the use of the Permanent Easement Area as public right-of-way.

7. University Station Obligations. Except as otherwise provided herein, University Station shall have no obligations or liability for the condition of the Permanent Easement Area or improvements thereon from and after the date of recording hereof, except that University Station is subject to all local and state laws and regulations applicable to public rights-of-way and the use thereof.
8. Village Obligations. The Village shall construct the Improvements in a workmanlike manner and be responsible to grade or otherwise maintain, and to repair, replace and reconstruct the surface of the Permanent Easement Area for use as a multi-use path and all necessary underground and aboveground associated improvements, facilities, accessories and appurtenances all in a workmanlike manner and on an ongoing basis. The Village shall not erect or maintain any structure or obstruction in the Permanent Easement Area that unnecessarily and significantly obstructs views to the University Station Property without first obtaining permission from University Station.
9. Fencing. The Village may install and replace fencing on the Village Property. Fencing installed within Village Property that abuts the University Station Property shall be (a) of the Black Vail Ornamental type described on Exhibit E, or (b) of a type and value that is visually equivalent as determined by University Station in its reasonable discretion.
10. Binding Effect and Assignability. The Temporary Construction Easement and Permanent Easement granted by this document shall run with the lands described herein, is binding upon the successors and assigns of University Station, and shall benefit the Village, its successors and assigns.
11. University Station Warranty. University Station represents and warrants that, excepting a mortgage interest held by Park Bank, it is the sole owner of the property described herein, and that no other deed, mortgage or easement prohibits Grantor from conveying, granting, transferring, or assigning to the Village the easement rights granted under this Agreement. University Station warrants that its execution and delivery of this Agreement have been duly authorized by University Station, and do not violate, conflict with, or constitute a default under any agreement or instrument binding upon University Station.
12. Non-Use. Non-use or limited use of the rights granted in this Agreement shall not prevent the benefited party from later use of the rights to the fullest extent authorized in this Agreement.
13. Relocation. University Station reserves the right to extend that portion of the Permanent Easement Area that abuts Marshall Court, to a mutually agreeable location north of its

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

VILLAGE OF SHOREWOOD HILLS

By _____
Dave Benforado, Village President

By _____
Karla Endres, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2018 the above named Dave Benforado and Karla Endres, to me known to be the Village President and Village Clerk of the Village of Shorewood Hills, and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My Commission: _____

**UNIVERSITY STATION LIMITED
PARTNERSHIP**

By: Flad Development & Investment Corp., Its
General Partner

By: _____
John J. Flad, President

STATE OF WISCONSIN

COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2018 the above named John J. Flad, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Flad Development & Investment Corp., as general partner of University Station Limited Partnership.

Notary Public, Dane County, Wisconsin
My Commission: _____

CONSENT OF LIENHOLDER AND MORTGAGE SUBORDINATION

For value received and to induce the Village to construct certain public improvements, Park Bank ("Lienholder"), as holder of a Mortgage, hereby consents to the execution and delivery of the foregoing Temporary Construction and Permanent Easement Agreement by the Owner, and hereby subordinates its Mortgage (and any other liens that it may obtain with respect to the Property) to the Storm Sewer Easement Agreement. Lienholder acknowledges that the Village is relying on the consent of Lienholder and Lienholder's agreement to subordinate its Mortgage to the Easement. Lienholder acknowledges that the execution and delivery of the Storm Sewer Easement Agreement by Owner is in Lienholder's best interest. Lienholder's agreement to consent to the Easement is binding on the assigns and successors of Lienholder.

LIENHOLDER:

By _____

Its _____

By _____

Its _____

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me, this _____ day of _____, 2018, the above-named _____ and _____ of _____, known to me to be the persons who executed the foregoing instrument and acknowledged the same, on behalf of _____.

Print name: _____

Notary Public, State of Wisconsin

My Commission _____

Attachments

- A: Legal Description of Property
- B: Map of Temporary Easement Area
- C: Map of Permanent Easement Area
- D: Legal Description of Permanent Easement Area
- E: Fence Specifications

This instrument drafted by and to be returned to:

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784

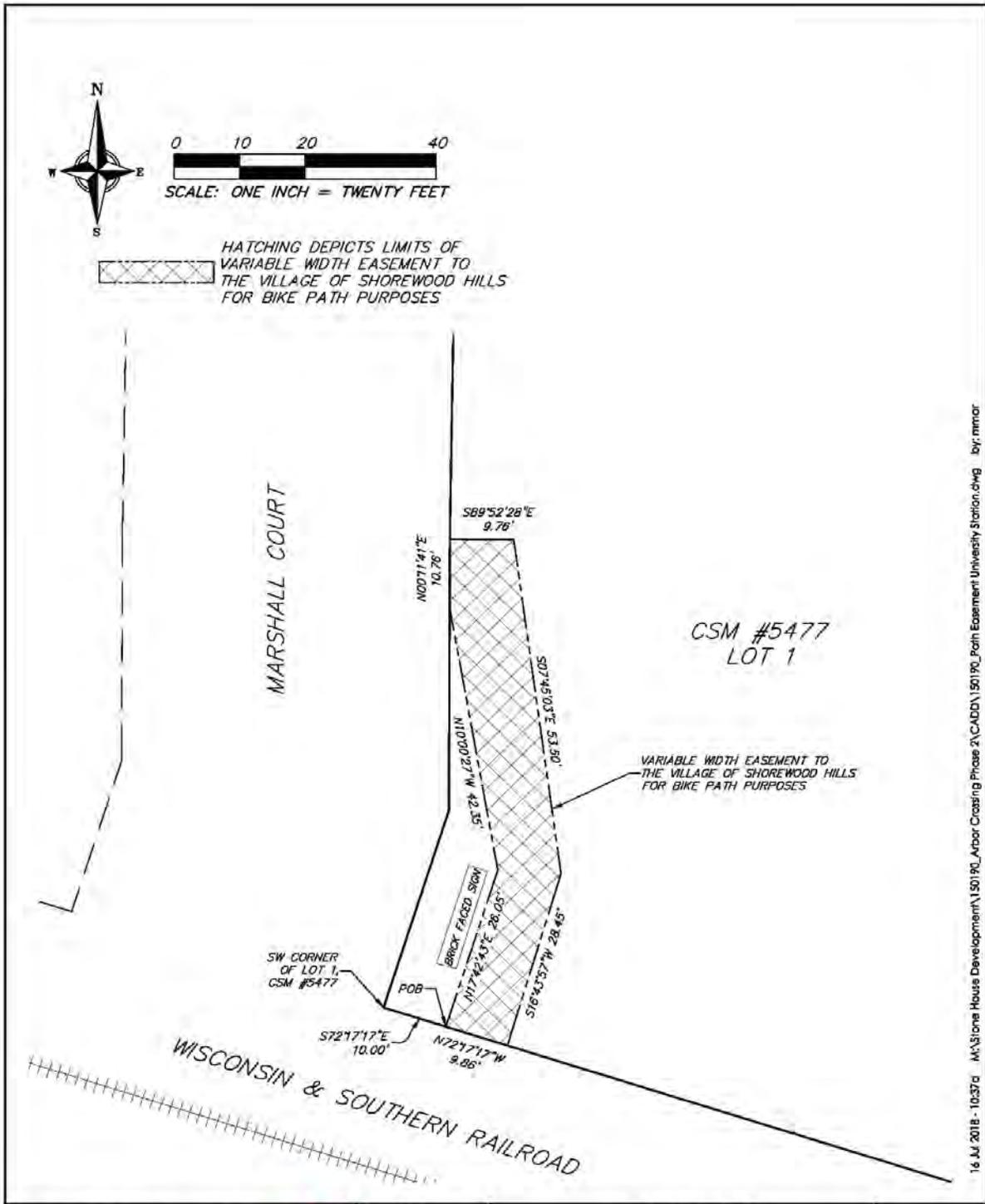
EXHIBIT A

University Station Property

Lot 1, Certified Survey Map 5477, as recorded in Volume 25 of certified survey maps, on pages 43-44, as Document No. 2067153, Dane County Register of Deeds, located in the Village of Shorewood Hills, Dane County, Wisconsin.

EXHIBIT C

Permanent Easement Area - Map



<p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>	FN: 150190 DATE: 07/16/2018	<h3 style="margin: 0;">EXHIBIT</h3> <p style="margin: 0;">VARIABLE WIDTH EASEMENT FOR BIKE PATH PURPOSES</p>	<h3 style="margin: 0;">SHEET</h3> <h3 style="margin: 0;">1 OF 1</h3>
	REV:		
	Drafted By: MMAR		
	Checked By: MJE		

EXHIBIT D

Permanent Easement Area – Legal Description

A variable width easement to the Village of Shorewood Hills for bike path purposes over, under, and across part of Lot 1, Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, located in the NE ¼ - NW ¼ of Section 21, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, being more fully described as follows:

Commencing at the Southwest corner of said Lot 1; thence S72°17'17"E along the South line of said Lot 1, 10.00 feet to the point of beginning; thence N17°42'43"E, 26.05 feet; thence N10°00'27"W, 42.35 feet to the West line of said Lot 1; thence N00°11'41"E along the West line of said Lot 1, 10.76 feet; thence S89°52'28"E, 9.76 feet; thence S07°45'03"E, 53.50 feet; thence S16°43'57"W, 28.45 feet to the South line of said Lot 1; thence N72°17'17"W along the South line of said Lot 1, 9.86 feet to the point of beginning. Said description containing 812 square feet, more or less.

EXHIBIT E
Fence Specifications

Excel Innovation Fence
3 Rail Vail Series
2.5 inch posts
6 feet high
Color: black powdercoated steel



Tri-Party Agreement

EXHIBIT 6

PARTIAL EASEMENT RELEASE

RECITALS

- A. The Village of Shorewood Hills (“Village”) holds a storm sewer easement as provided in that certain Storm Sewer Easement dated July 18, 1967 and recorded in the office of the Dane County Register of Deeds beginning on Volume 468 page 435 as attached as Exhibit C (“Existing Easement”).
- B. Among other property, the Existing Easement burdens the property commonly known as 2801 Marshall Court, and legally described on Exhibit A, located in the Village of Shorewood Hills, Dane County, Wisconsin (the “Property”). The Property is owned by Marshall Court Investors, LLC (the “Owner”).
- C. The storm sewer located within the Property is to be relocated and new easements for the relocated sewer will be dedicated to the Village.
- D. The Village and the Owner have agreed to the following terms for release of the Existing Easement over the Property.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.L.N.

181/0709-212-8090-8

AGREEMENT

Therefore, the Village and the Owner agree as follows:

1. Partial Release of Existing Easement. In consideration of the relocation of the storm sewer and receipt of the new easement, the Village hereby releases that portion of the Existing Easement that is legally described as follows:

(b) Beginning at the Northeast corner of the Northwest quarter (¼) of said Section 21; thence N89°30’W 983.50 ft.; thence S1°12’W 122.1 ft. to the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and the point of beginning of this description; thence N1°12’E 14.0 ft.; thence southeasterly to a point which is 31.0 ft. and S72°13’E from the point of beginning and located on the northerly right-of-way line of said railroad; thence S72°13’E 10.0 ft.; thence northwesterly to a point which is 24.0 ft. and N1°12’W from the said point of beginning; thence S1°12’W 10.0 ft.; intending to describe a 10 foot easement.

(the “Released Easement Area”).

2. Temporary Easement. Owner hereby grants to the Village a temporary easement for the continuing use and maintenance of an existing storm sewer main. The temporary easement area is depicted on Exhibit B. The temporary easement will terminate upon the sooner of (1) the

completion of construction of a new storm sewer main, described on Exhibit D as “PROPOSED 36” RCP STORM SEWER, OR (2) DECEMBER 31, 2019.

3. Termination. At such time as the Temporary Easement terminates pursuant to this agreement, the Owner accepts ownership of and responsibility for the existing sewer main and appurtenances in the Released Easement Area and fully releases the Village from further responsibility therefor, and is free to remove or relocate the abandoned facilities at its expense.

4. This Partial Easement Release is a covenant running with the land and shall be binding on the Village, and the Owner and their successors and assigns.

[Signature pages follow.]

VILLAGE OF SHOREWOOD HILLS:
A Wisconsin municipal corporation

By _____
Dave Benforado, Village President

By _____
Karla Endres, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2018 the above named Dave Benforado and Karla Endres, to me known to be the Village President and Village Clerk of the Village of Shorewood Hills, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, Dane County, Wisconsin
My Commission: _____

MARSHALL COURT INVESTORS, LLC

By _____
Print Name _____
Title _____

Date: _____, 2018.

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2018, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, State of Wisconsin
My Commission expires: _____

Attachments

- A: Description of Temporary Easement Area
- B: Map of Temporary Easement Area
- C: Existing Easement
- D: Utility Plan for New Storm Sewer Main

This instrument drafted by and to be returned to:

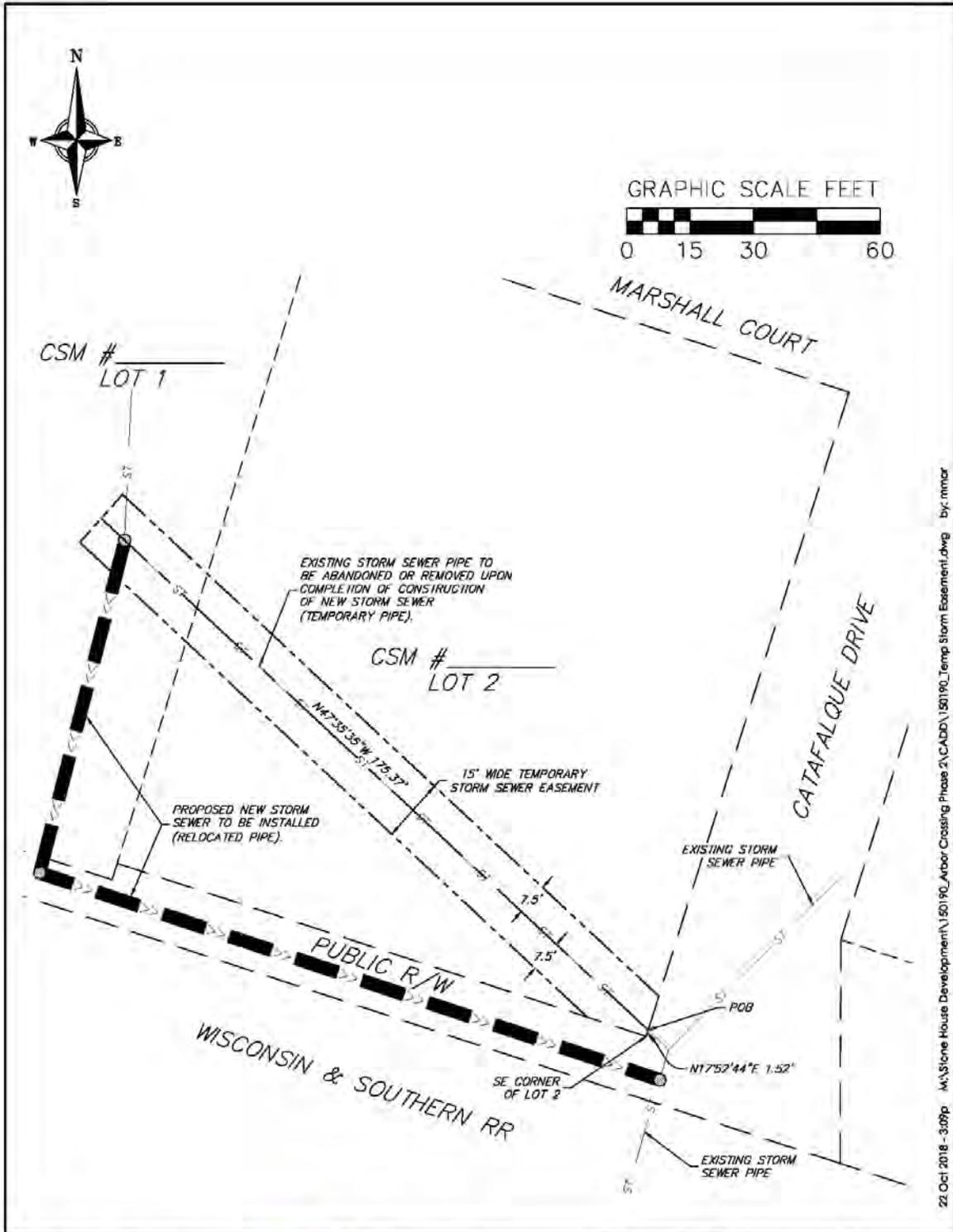
Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

Legal Description

Part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty-One (21); Township Seven (7) North, Range Nine (9) East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Beginning at the Northeast corner of the Northwest 1/4 of Section 21; thence North 89°30' West, 660.95 feet to the point of beginning of this description; thence continue North 89°30' West, 322.55 feet; thence South 1°12' West, 122.1 feet to the Northerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South 72°13' East along said Railroad right-of-way, 270.3 feet; thence North 17°47' East, 212.7 feet to the point of beginning. Except that part conveyed in Volume 841 of Deeds, Page 26, as Document No. 1195382; and that part conveyed in Volume 839 of Deeds, Page 561, as Document No. 1193626; and that part conveyed in Volume 839 of Deeds, Page 564, as Document No. 1193628; and that part conveyed in Volume 10765 of Records, Page 16, as Document No. 2052269; and that part conveyed in Volume 12015 of Records, Page 61, as Document No. 2106621.

EXHIBIT B



22 Oct 2018 - 3:09pm \\s\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_Temp Storm Easement.dwg by: mmor



EXHIBIT C

11-15-67

STORM SEWER EASEMENT

THIS INDENTURE, made and entered into this 15th day of ~~August~~ ^{July}, 1967, by and between the FOREST PRODUCTS RESEARCH SOCIETY, an Illinois Corporation licensed to do business in the State of Wisconsin, hereinafter referred to as GRANTOR, and the VILLAGE OF SHOREWOOD HILLS, Dane County, Wisconsin, a municipal corporation, hereinafter referred to as the VILLAGE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to it in hand paid by the VILLAGE, the receipt of which is hereby acknowledged, does hereby grant and convey to the VILLAGE its successors and assigns, an easement to locate, construct, operate and maintain a storm sewer or sewers and all necessary facilities for the proper development and operation of the same over, across, through and upon the following described property in Schedule I which is attached hereto and made a part hereof.

The VILLAGE shall have and hold said easement, together with all and singular rights and privileges appertaining thereto forever.

The GRANTOR covenants and warrants that it is well and truly seized and possessed of all the premises described above and it has good right and lawful authority to convey said easement for the purposes herein expressed.

Vol 468 436

This easement and warranty shall be binding upon the GRANTOR, its successors and assigns.

This easement is given subject to other easements given to the GRANTEE of even date herewith.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 28th day of July, 1967.

FOREST PRODUCTS RESEARCH SOCIETY,

Signed and Sealed in the Presence of:

By Kenneth A. Huddleston

Kenneth A. Huddleston, Executive Secretary and Treasurer

George D. Noel
George D. Noel
Frank C. Kinsler



STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me, this 28th day of July, 1967, the above named Kenneth A. Huddleston, Executive Secretary and Treasurer of the above named corporation, to me know to be such person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officer, by its authority, for the purposes therein contained.

George D. Noel
George D. Noel

Notary Public, Dane County, Wisconsin
My Commission: May 9, 1971



CONSENT

RANDALL STATE BANK, Madison, Wisconsin, a banking corporation organized and existing under the laws of the State

Part of the Northeast one-quarter ($\frac{1}{4}$) of the Northwest one-quarter ($\frac{1}{4}$) of Section twenty-one (21), Town seven (7) North, Range nine (9) East, in the Village of Shorewood Hills, Dane County, Wisconsin, more particularly described as follows:

(a) Beginning at the Northeast corner of the Northwest quarter ($\frac{1}{4}$) of said Section 21; thence $N89^{\circ}30'W$ 660.95 ft.; thence $S17^{\circ}47'W$ 212.7 ft. to the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence $N72^{\circ}13'W$ 115.0^{ft.} along said northerly right-of-way line of said railroad to the point of beginning of this description; thence $N17^{\circ}47'E$ 126.0 ft.; thence $N62^{\circ}16'W$ 8.20 ft.; thence $S17^{\circ}47'W$ 115.29 ft.; thence southwesterly 15.6 ft. to the northerly right-of-way line of said railroad; thence $S72^{\circ}13'E$ 15.0 ft. to the point of beginning.

(b) Beginning at the Northeast corner of the Northwest quarter ($\frac{1}{4}$) of said Section 21; thence $N89^{\circ}30'W$ 983.50 ft.; thence $S1^{\circ}12'W$ 122.1 ft. to the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and the point of beginning of this description; thence $N1^{\circ}12'E$ 14.0 ft.; thence southeasterly to a point which is 31.0 ft. and $S72^{\circ}13'E$ from the point of beginning and located on the northerly right-of-way line of said railroad; thence $S72^{\circ}13'E$ 10.0 ft.; thence northwesterly to a point which is 24.0 ft. and $N1^{\circ}12'W$ from the said point of beginning; thence $S1^{\circ}12'W$ 10.0 ft.; intending to describe a 10 foot easement.

GTR 1191590
TYPED
COMP Storm Sewer Easement
INT

JK
10

Forest Products Research
Society

TO

Village of Shorewood Hills

Consent

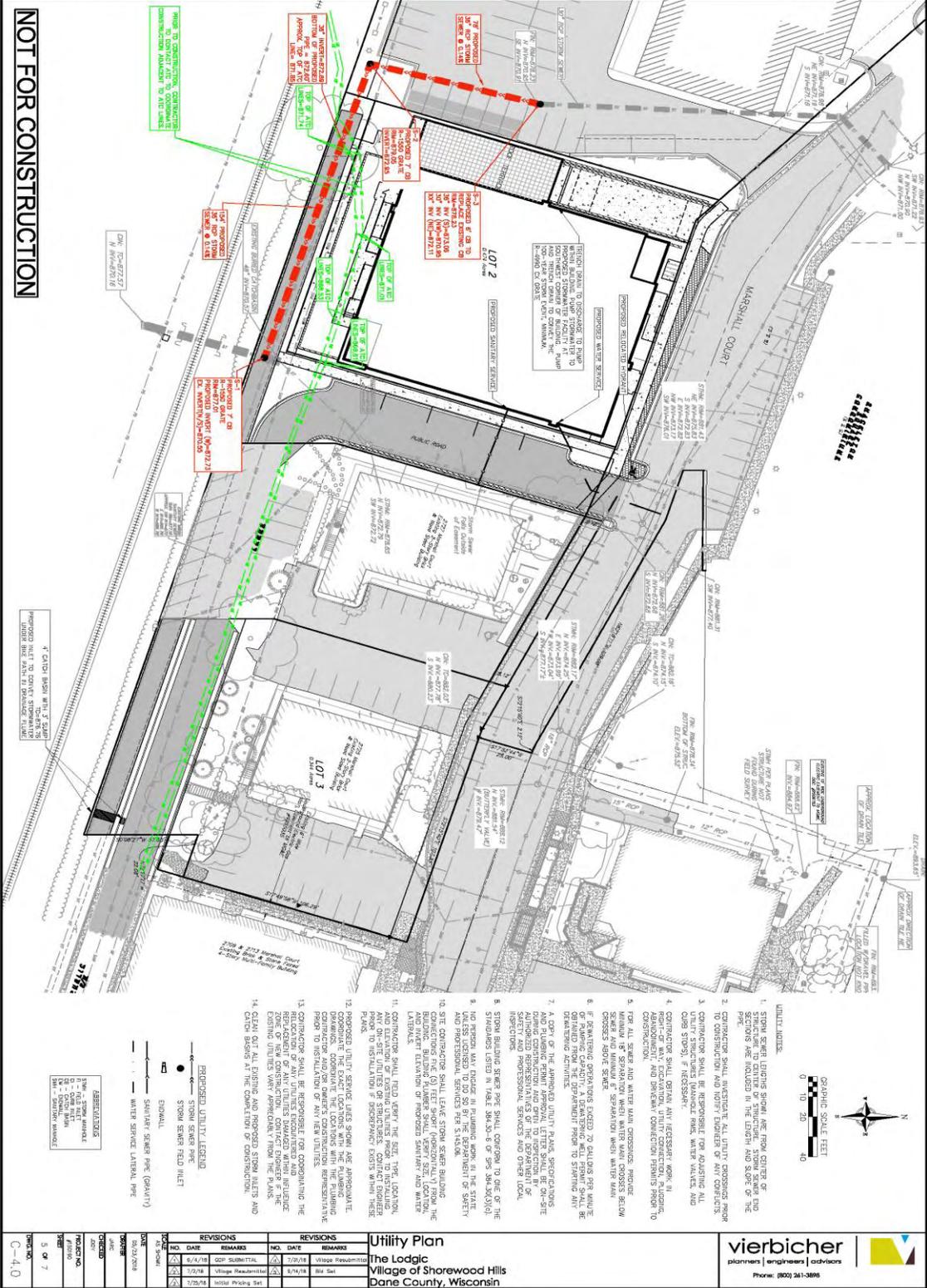
Randall State Bank

Office of Register of Deeds }
County of Dodge, Wisconsin }
Received for Record May 3
A. D. 1967 at 4:30 P. M.
and recorded in vol. 468
of Miss on page 435
Register.

468 page 435

ASSK 1322 1344 + 1107
16 77
P9240

EXHIBIT D



NOT FOR CONSTRUCTION

- UTILITY NOTES:**
1. STORM SEWER LOCATIONS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. STORM SEWER END POINTS ARE SHOWN IN THE EXHIBIT AND SHALL BE THE POINT OF CONSTRUCTION AND NOTY ENDPOINT OF ANY CONTACTS.
 2. CONTRACTOR SHALL INVESTIGATE ALL UTILITY CROSSINGS PRIOR TO CONSTRUCTION AND NOTIFY ENDPOINT OF ANY CONTACTS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL CURB STOPS, IF NECESSARY. PAVEMENT, WATER MAINS, AND OTHER UTILITIES SHALL BE ADJUSTED AS NECESSARY.
 4. CONTRACTOR SHALL OBTAIN ANY NECESSARY WORK, IN CONNECTION WITH MAINTENANCE OF UTILITY CONNECTIONS, IN ORDER TO MAINTAIN EXISTING UTILITY CONNECTIONS, IN ORDER TO MAINTAIN EXISTING UTILITY CONNECTIONS, IN ORDER TO MAINTAIN EXISTING UTILITY CONNECTIONS.
 5. FOR ALL SEWER AND WATER MAIN CROSSINGS, PROVIDE MINIMUM 18" SEPARATION WHEN WATER MAIN CROSSES BELOW SEWER. PROVIDE MINIMUM 12" SEPARATION WHEN WATER MAIN CROSSES ABOVE SEWER. SEPARATION WHEN WATER MAIN CROSSES ABOVE SEWER.
 6. IF REMEDIATING OPERATIONS EXCEED TO CHANGING PERMITS OR EXCEEDING CAPACITY, A DRAINAGE JAIL PERMIT SHALL BE OBTAINED PRIOR TO COMMENCING WORK.
 7. A COPY OF THE APPROVED UTILITY PLAN, SPECIFICATIONS AND PLUMBING PERMIT APPROVAL LETTER SHALL BE ON-SITE THROUGHOUT THE CONSTRUCTION PERIOD. THE DEPARTMENT OF INSPECTION, PROFESSIONAL SERVICES AND OTHER LOCAL AGENCIES SHALL BE NOTIFIED PRIOR TO COMMENCING WORK.
 8. STORM BUILDING SEWER PIPE SHALL CONFORM TO ONE OF THE STANDARDS LISTED IN TABLE 304.304-6 OF 1993 IBC (304.304-6).
 9. NO PERSON MAY ENGAGE IN PLUMBING WORK IN THE STATE OF WISCONSIN WITHOUT BEING LICENSED BY THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES.
 10. SET CONTRACTOR SHALL LEAVE STORM SEWER BUILDING CONNECTIONS TO 20" DIA. OF 18" DIA. FROM THE BUILDING. BUILDING NUMBER SHALL, VERY SET, LOCATION, ELEVATION, AND NUMBER OF SEWER SERVICE SHALL BE IDENTIFIED BY CONTRACTOR.
 11. CONTRACTOR SHALL FIELD VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF EXISTING UTILITY CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF EXISTING UTILITY CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF EXISTING UTILITY CONNECTIONS.
 12. CONTRACTOR SHALL FIELD VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF EXISTING UTILITY CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF EXISTING UTILITY CONNECTIONS.
 13. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
 14. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.

EXHIBIT LEGEND

	EXPOSED UTILITY LEAKING
	STORM SEWER FIELD METER
	ENDWALL
	SANITARY SEWER PIPE (GRAVITY)
	WATER SERVICE LATERAL PIPE

REVISIONS

NO.	DATE	REMARKS
1	8/1/18	ISSUE FOR PERMIT
2	8/1/18	ISSUE FOR PERMIT
3	8/1/18	ISSUE FOR PERMIT

REVISIONS

NO.	DATE	REMARKS
1	7/27/18	Utility Requirements
2	8/1/18	Bill Set
3	7/26/18	Initial Pricing Set

Utility Plan
The Lodge at Shorewood Hills
 Village of Shorewood Hills
 Dane County, Wisconsin

vierbicher
 planners | engineers | architects

Phone: (608) 261-3886

Tri-Party Agreement
EXHIBIT 7

STORM SEWER EASEMENT AGREEMENT

In consideration of One Dollar, and the mutual obligations set forth in this Easement Agreement, University Station Limited Partnership (“Grantor”) does hereby convey, grant, transfer and assign to the Village of Shorewood Hills, Dane County, Wisconsin, a municipal corporation (the “Village”), and its successors and assigns, the permanent easement hereinafter described.

1. *Permanent Easement.* Grantor does hereby convey, grant, transfer, and assign to the Village an exclusive permanent easement over, under and across the premises described and depicted as the “Utility Easement” in Exhibits A and B (the “Permanent Easement Area”) to construct, maintain, inspect, operate, repair, replace and reconstruct a storm sewer main, including necessary underground and aboveground facilities, accessories and appurtenances. The Village shall have the right to come upon the Permanent Easement Area at any time and for all purposes relating to the exercise of its rights hereunder. The Village shall give Grantor written notice prior to undertaking any activities within the Permanent Easement Area that require excavation or interference with traffic or parking activities within the Permanent Easement Area, and shall reasonably cooperate with Grantor to undertake such activities in a manner that minimizes disruption to Grantor’s operations.

2. *Restrictions on Grantor.* Grantor shall not take any action or permit others to take any action that interferes with or is inconsistent with the Village’s rights under this Easement. In particular, Grantor shall not install any structure of any kind upon the Permanent Easement Area. Grantor shall not drill in or upon, or change the grade of the Permanent Easement Area, and Grantor shall not take any action that impairs or impedes the use of the Permanent Easement Area for the construction and operation of the storm sewer easement. Notwithstanding the foregoing, Grantor may construct and maintain a parking lot on the surface of the Permanent Easement Area.

3. *Grantor Obligations.* Except as otherwise provided herein, Grantor shall have no obligations or liability for the condition of the Permanent Easement Area or improvements thereon from and after the date of recording hereof.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.I.N.

4. *Restoration of Surface.* The Village shall restore the surface of the Permanent Easement Area disturbed by the Village to its condition before the disturbance.

5. *Binding Effect and Assignability.* The Easement granted by this document shall run with the lands described herein, is binding upon the heirs, successors and assigns of Grantor, and shall benefit the Village, its successors and assigns.

6. *Grantor Warranty.* Grantor represents and warrants that, excepting a mortgage interest held by Park Bank, it is the sole owner of the property described herein, and that no other deed, mortgage or easement prohibits Grantor from conveying, granting, transferring, or assigning to the Village the easement rights granted under this Agreement. Grantor warrants that Grantor's execution and delivery of the Easement Agreement have been duly authorized by Grantor, and do not violate, conflict with, or constitute a default under any agreement or instrument binding upon Grantor.

7. *Non-Use.* Non-use or limited use of the rights granted in this Agreement shall not prevent the benefited party from later use of the rights to the fullest extent authorized in this Agreement.

IN WITNESS WHEREOF, Grantor and the City have caused this instrument to be executed this _____ day of _____, 2018.

**UNIVERSITY STATION LIMITED
PARTNERSHIP**

By: Flad Development & Investment Corp., Its
General Partner

By: _____
John J. Flad, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2018 the above named John J. Flad, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Flad Development & Investment Corp., as general partner of University Station Limited Partnership.

Notary Public, Dane County, Wisconsin
My Commission:_____

CONSENT OF LIENHOLDER AND MORTGAGE SUBORDINATION

For value received and to induce the Village to construct certain public improvements, Park Bank ("Lienholder"), as holder of a Mortgage, hereby consents to the execution and delivery of the foregoing Storm Sewer Easement Agreement by the Owner, and hereby subordinates its Mortgage (and any other liens that it may obtain with respect to the Property) to the Storm Sewer Easement Agreement. Lienholder acknowledges that the Village is relying on the consent of Lienholder and Lienholder's agreement to subordinate its Mortgage to the Easement. Lienholder acknowledges that the execution and delivery of the Storm Sewer Easement Agreement by Owner is in Lienholder's best interest. Lienholder's agreement to consent to the Easement is binding on the assigns and successors of Lienholder.

LIENHOLDER:

By _____

Its _____

By _____

Its _____

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me, this _____ day of _____, 2018, the above-named _____ and _____ of _____, known to me to be the persons who executed the foregoing instrument and acknowledged the same, on behalf of _____.

Print name: _____
Notary Public, State of Wisconsin
My Commission _____

RESOLUTION NO. 2018-13

**VILLAGE OF SHOREWOOD HILLS
DANE COUNTY, WISCONSIN**

APPROVING A TERMINATION OF EASEMENTS AGREEMENT

RECITAL

The Village, and Marshall Court Investors, LLC, DPPG, LLC, 2715 Marshall Court, LLC, and 700 University Bay Drive, LLC wish to terminate certain cross-easements in order to facilitate the dedication of certain lands for public street and bike path purposes.

RESOLUTION

NOW, THEREFORE, the Village Board of the Village of Shorewood Hills hereby resolves as follows:

1. The Termination of Easements Agreement attached as Attachment A (the "Agreement") is approved.
2. The Village President, Village Clerk, Village Administrator and Village Attorney are authorized to execute the Agreement and take all other actions needed to implement the Agreement.

The above Resolution was duly adopted at the meeting of the Village Board of the Village of Shorewood Hills on the _____ day of _____, 2018.

APPROVED

By _____
David Renforado, Village President

ATTEST

Karla Endres, Village Clerk

Attachment A – Termination of Easements Agreement

ATTACHMENT A

**TERMINATION OF
EASEMENTS**

Document Number	Document Title
-----------------	----------------

Recording Area

Name and Return Address:

Jenifer L. Kraemer
von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703

PIN:

181/0709-212-8035-1
181/0709-212-0014-1
181/0709-212-8077-1
181/0709-212-0007-1
181/0709-212-0050-1
181/0709-212-0056-6
181/0709-212-8067-7
181/0709-212-8085-5
181-0709-212-8080-0
181/0709-212-8090-8

This document was drafted by:

Jenifer L. Kraemer
von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703

AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into on this ___ day of November, 2018, by 2715 Marshall Court, LLC, 700 University Bay Drive, LLC, Village of Shorewood Hills, Marshall Court Investors, LLC, and DPPG, LLC.

Marshall Court Investors, LLC shall be known as “MCI”; and 2715 Marshall Court, LLC, 700 University Bay Drive, LLC, Village of Shorewood Hills, and DPPG, LLC shall collectively be known as the “Other Owners.” Together, MCI and the Other Owners may be referred to as the “Owners.”

WHEREAS, The Village of Shorewood Hills is the owner of certain real property in the Village of Shorewood Hills, Wisconsin, known as Parcel number 181/0709-212-8035-1 and certain property dedicated to the Village for public use consisting of Parcel numbers 181/0709-212-0014-1 and 181/0709-212-8077-1 (collectively, the “Village Property”) as identified on Exhibit A and more specifically described in Exhibit A-1;

WHEREAS, 700 University Bay Drive, LLC is the owner of certain real property in the Village of Shorewood Hills, Wisconsin, known as 700 University Bay Drive (Lot 1 of CSM 13968) (the “700 UBD Property”) which includes the parcel formerly known as Lot 2, Farley Plat and portions of the adjacent parking parcel. The 700 UBD Property is identified on Exhibit A and more specifically described on Exhibit A-2 attached hereto.

WHEREAS, 2715 Marshall Court, LLC is the owner of certain real property in the Village of Shorewood Hills, Wisconsin, known as 2709 Marshall Court (Lot 1 of CSM 13365) (the “2709 Property”), which includes the parcels formerly known as Lots 3, 4 and 5 of Farley Plat and portions of the adjacent parking parcels, as identified on Exhibit A and more specifically described in Exhibit A-3.

WHEREAS, Marshall Court Investors, LLC is the owner of the real property in the Village of Shorewood Hills, Wisconsin, known as 2725 Marshall Court (the “2725 Property”), which includes the parcel known as Lot 6 of Farley Plat and portions of additional property, all as identified on Exhibit A and more specifically described in Exhibit A-4;

WHEREAS, Marshall Court Investors, LLC is the owner of the real property in the Village of Shorewood Hills, Wisconsin, consisting of the two parking parcels known as Parcel Number 181/0709-212-8067-7 (collectively, the “Parking Parcels”), as identified on Exhibit A and more specifically described in Exhibit A-5.

WHEREAS, DPPG, LLC is the owner of certain real property in the Village of Shorewood Hills, Wisconsin, including the property located at 2727 Marshall Court, identified as the “DPPG Lot” on Exhibit A and that certain parking parcel identified as “DPPG Parking” on Exhibit A (collectively, the “DPPG Property”) and more specifically described in Exhibit A-6;

WHEREAS, Marshall Court Investors, LLC is the owner of the real property in the Village of Shorewood Hills, Wisconsin, known as 2801 Marshall Court (the “2801 Property”), as identified on Exhibit A and more specifically described in Exhibit A-7. The 2801 Property is also identified as “Lot 2” on Exhibit B.

WHEREAS, the properties described in Exhibits A-1 through A-7 shall collectively be referred to in this Agreement as the “Properties”;

WHEREAS, the undersigned are all of the owners of the property that was subject to the “Agreement Creating Cross Easements” recorded in the Office of the Dane County Register of Deeds on November 6, 1981, in Volume 3210 of Records, Page 14 as Document Number 1724341, as amended by the “Amendment to an Agreement Creating Cross Easements (Consent to Sale and Management Issues)” recorded in the Office of the Dane County Register of Deeds on July 14, 1999, as Document Number 3134366 (collectively, the “Cross Easements”)

WHEREAS, the Cross Easements were terminated as to certain of the Properties, as set forth in two separate agreements regarding the cross-easements recorded as Document No. 4913769 (as corrected by Document Number 4918091) and Document Number 5153429, but the Cross Easements remain in effect as to other properties, including but not limited to the Parking Parcels;

WHEREAS, MCI is or will be developing the 2725 Property and the 2801 Property, and as part of those projects, MCI or its successors or assigns, will dedicate a part of the Parking Parcels to the Village of Shorewood Hills for public right of way use, making the Cross Easements over the Parking Parcels unnecessary.

WHEREAS, the undersigned wish to terminate the Cross Easements as they affect the Parking Parcels and enter into this new Agreement according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Cross Easements with regard to the Parking Parcels. Each of the Other Owners terminate all rights, privileges, easements and interests they have in the Parking Parcels or in the Cross Easements as they affect the Parking Parcels, including without limitation all rights, privileges, easements and interests created under the Cross Easements. This termination shall be effective immediately upon recording of this Agreement.

2. Creation of a Public Right of Way. MCI agrees, as a benefit to the public and to the Other Owners, to dedicate to the Village the following property identified on the attached Exhibit B: (a) a strip of land approximately 37 feet wide and identified as “Catafalque Drive – Dedicated to the Public for R/W & Bike Path Purposes” for the purpose of creating a public right-of-way allowing access to the Properties, which shall be achieved by the construction of a public street allowing motor vehicle access; and (b) a strip of land approximately 14 feet wide along the Southwestern boundary of the 2801 Property dedicated to the public for bike path purposes (collectively, the “Additional Right of Way”). The dedications making up the Additional Right of Way shall be accomplished through a quit claim deed to the Village, an easement, or through the recording of a certified survey map, and the Additional Right of Way property shall be dedicated free and clear of any liens, encumbrances or easements that would prevent the unimpeded use of

these areas for public right-of-way purposes. By signing below, the Village agrees that it will accept the dedication of the Additional Right of Way for the purposes set forth herein.

3. Consent to Dedication. Each of the Other Owners hereby consents to the dedication or transfer of all or any portion of the Parking Parcels to the Village of Shorewood Hills (the “Village”) for the creation of a public right of way providing access to the Properties and the future construction of a bike path. As part of its development agreement with the Village, MCI shall obtain the Village’s agreement that it will accept the dedication of that portion of the Parking Parcels conveyed, for the purposes set forth herein.

4. Cross Easements no longer binding on Dedicated Property. The parties agree that the Cross Easements shall no longer apply to the Parking Parcels and MCI and its successors and assigns shall have no obligations or liabilities under the Cross Easements, including but not limited to no responsibility or liability for management, taxes, assessments, plowing, paving and repairing, insurance and the like. Except as modified by this Agreement, the Cross Easements shall remain in full force and effect.

5. Effective Date. The parties agree that this Agreement will be held in escrow by First American Title Company and released from escrow only when First American Title Company has in its possession: (a) those signed Certified Survey Map, Warranty Deed, and/or Quit Claim Deed(s) necessary to transfer or dedicate the Additional Right of Way to the Village on terms consistent with this Agreement in accordance with sections 2 and 3 above (the “Transfer Documents”) and (b) the fully executed agreement between the Village, DPPG, and MCI (or its successor in interest to the 2725 Property) relating to the conveyance of lands from DPPG to the Village for street and bike path purposes, and at such time, this Agreement and the Transfer Documents shall be submitted promptly for recording (“Effective Date”).

6. Definition of Owner. “Owner” as used herein shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a portion of the Properties and the term “Owners” shall mean and refer to all of the record owners having fee simple title to any portion of the Properties, but excluding in each case those having such interest merely as security for the performance of any obligation.

7. Binding Effect. This Agreement is binding upon and shall inure to the benefit of MCI, the Other Owners and their heirs, successors and assigns.

8. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

9. Amendment. This Agreement may only be modified or amended by written agreement signed by all Owners of the Properties affected thereby and recorded in the Dane County Register of Deeds office

10. No Dedication. Nothing contained in this document shall, or shall be deemed to, constitute a gift or dedication of any portion of any property to the general public or for the benefit of the general public or for any public purpose whatsoever. In the future, each of the Owners may transfer or dedicate any portion of their own property to the Village for any of the purposes contemplated by this Agreement, and the undersigned consent to said transfer or dedication, notwithstanding anything in the Cross Easements to the contrary.

11. Consent of Lenders. Any mortgage holders or lenders having an interest in the Property have had the opportunity to review and accept the terms and conditions set forth herein and sign below for the sole purpose of acknowledging their consent to the Property being encumbered by this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

2715 Marshall Court, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally appeared before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission [is permanent]/[expires _____]

CONSENT OF MORTGAGEE:

By: _____
Name: _____
Title: _____

700 University Bay Drive, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally appeared before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission [is permanent]/[expires _____]

CONSENT OF MORTGAGEE:

By: _____
Name: _____
Title: _____

Village of Shorewood Hills, WI

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally appeared before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission [is permanent]/[expires _____]

Marshall Court Investors, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally appeared before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission [is permanent]/[expires _____]

CONSENT OF MORTGAGEE:

By: _____
Name: _____
Title: _____

DPPG, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally appeared before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission [is permanent]/[expires _____]

CONSENT OF MORTGAGEE:

By: _____
Name: _____
Title: _____

EXHIBIT A-1

VILLAGE PROPERTY

Real property in the City of Shorewood Hills, County of Dane, State of Wisconsin, described as follows:

All that portion of the East 983.40 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 21, Township 7 North, Range 9 East, Dane County, Wisconsin, lying between a line 25 feet Northeasterly of and parallel to the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and a line 74.50 feet Northeasterly of and parallel to said center line, more fully described as follows:

Commencing at the North Quarter corner of said Section 21; thence South 00°07'01" East (recorded as South 00°06'16" East) along the East line of said Northwest Quarter of Section 21, 428.03 feet; thence North 72°41'00" West, 34.59 feet to the point of beginning of this description; thence South 00°07'01" East, 51.88 feet; thence North 72°41'00" West, 111.41 feet; said line being parallel to and 25 feet perpendicular to the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad's main tract; thence North 00°07'01" West, 51.88 feet; thence South 72°41'00" East, 111.41 feet to the point of beginning.

Together with Cross Easements established in Agreement Creating Cross Easements recorded November 6, 1981, Volume 3210 of Records, page 14, as Document No. 1724341. Amendment recorded July 14, 1999, as Document No. 3134366.

APN: 181/0709-212-8035-1 (retired parcel number 181/0709-212-8017-1]

Property dedicated to the Village for public use consisting of Parcel numbers:

181/0709-212-0014-1 -- That part of Lot 1 dedicated to Village for public purposes in CSM 13968 recorded in the Office of the Register of Deeds of Dane County, Wisconsin on May 18, 2015, as Document No. 515223.

181/0709-212-8077-1 -- That part of Lot 1 dedicated to Village for public purposes in CSM 13365 recorded in the Office of the Register of Deeds of Dane County, Wisconsin on September 19, 2012, as Document No. 4914123.

EXHIBIT A-2

700 UBD PROPERTY

Lot 1 of CSM 13968 recorded in the Office of the Register of Deeds of Dane County, Wisconsin on May 8, 2015, in Volume 93 of Certified Survey Maps, Sheet 137, as Document No. 5152223.

Tax Parcel No.: 181/0709-212-0007-1

EXHIBIT A-3

2709 PROPERTY

Lot 1 of CSM 13365 recorded in the Office of the Register of Deeds of Dane County, Wisconsin on September 19, 2012, in Volume 86 of Certified Survey Maps, page 269, as Document No. 4914123.

Tax Parcel No.: 181/0709-212-0050-1

EXHIBIT A-4

2725 PROPERTY

LOT SIX (6), FARLEY PLAT, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN.

AND

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 9 EAST, IN THE VILLAGE OF SHOREWOOD HILLS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, THENCE NORTH 89°30' WEST 660.95 FEET, THENCE SOUTH 17°47' WEST, 212.7 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 72°13' WEST, 28.0 FEET; THENCE NORTH 17°47' EAST, 110.15 FEET; THENCE SOUTH 62°16' EAST, 24.0 FEET; THENCE SOUTH 72°13' EAST, 4.36 FEET; THENCE SOUTH 17°47' WEST 106.00 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 181/0709-212-0056-6

EXHIBIT A-5

PARKING PARCELS

THAT PORTION OF THE EAST 983.4 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN, LYING BETWEEN A LINE 25 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY AND A LINE 74.5 FEET NORTHEASTERLY OF AND PARALLEL TO SAID CENTERLINE, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 0°06'16" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, 479.76 FEET; THENCE NORTH 72°41'10" WEST 675.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 72°41'10" WEST, 355.33 FEET; THENCE NORTH 00°06'16" WEST 51.73 FEET; THENCE SOUTH 72°41'10" EAST, 355.33 FEET; THENCE SOUTH 00°06'16" EAST, 51.73 FEET TO THE POINT OF BEGINNING, EXCEPT FOR LAND CONVEYED IN WARRANTY DEED RECORDED AS DOCUMENT NO. 2480074 AND FURTHER EXCEPT LAND CONVEYED IN WARRANTY DEED RECORDED AS DOCUMENT NO. 3134754.

TAX PARCEL NO. 181/0709-212-8067-7

EXHIBIT A-6

DPPG PROPERTY

First Parcel:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 7 North, Range 9 East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Beginning at the Northeast corner of the Northwest 1/4 of Section 21; thence North 89 degrees 30' West, 660.95 feet; thence South 17 degrees 47' West, 212.7 feet; thence North 72 degrees 13' West, 28.0 feet to the point of beginning of this description; thence continue North 72 degrees 13' West, 92 feet; thence North 17 degrees 47' East, 126.29 feet; thence South 62 degrees 16' East, 93.41 feet; thence South 17 degrees 47' West, 110.15 feet to the point of beginning; EXCEPT lands conveyed by deed recorded November 2, 1987 in volume 10765 of Records, page 23, as Document No. 2052276.

Tax Parcel No.: 181/0709-212-8085-5

Second parcel:

All that portion of the East 983.40 feet of the Northeast Quarter of the Northwest Quarter of Section 21, Township 7 North, Range 9 East, Dane County, Wisconsin, lying between a line 25 feet northeasterly of and parallel to the center line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad right-of-way and a line 74.50 feet northeasterly of and parallel to said center line, more fully described as follows:

Commencing at the North Quarter corner of said Section 21; thence South 00 degrees 07 minutes 01 second East (recorded as South 00 degrees 06 minutes 16 seconds East) along the east line of said Northwest Quarter of Section 21, 428.03 feet; thence North 72 degrees 41 minutes and 00 seconds West, 787.87 feet to the point of beginning of this description; thence South 00 degrees 07 minutes 01 seconds East, 51.88 feet; thence North 72 degrees 41 minutes 00 seconds West 92.00 feet; said line being parallel to and 25 feet perpendicular to the center line of the Chicago, Milwaukee, St. Paul, and Pacific Railroad's main track; thence North 00 degrees 07 minutes 01 second West, 51.88 feet; thence South 72 degrees 41 minutes 00 seconds East, 92.00 feet to the point of beginning. Containing 4,554 square feet or 0.1045 acres.

Tax Parcel No.: 181/0709-212-8080-0

EXHIBIT A-7

2801 PROPERTY

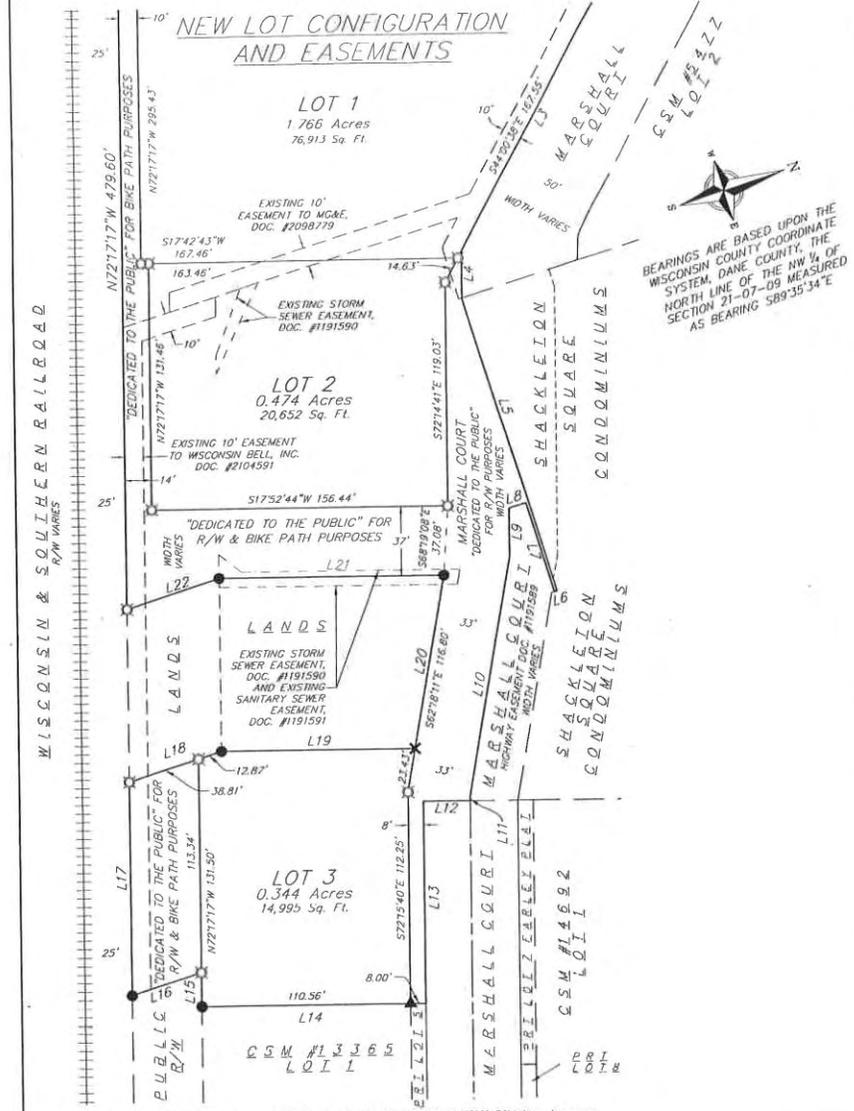
Part of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Twenty-One (21), Township Seven (7) North, Range Nine (9) East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Beginning at the Northeast corner of the Northwest 1/4 of Section 21; thence North 89°30' West, 660.95 feet to the point of beginning of this description; thence continue North 89°30' West, 322.55 feet; thence South 1°12' West, 122.1 feet to the Northerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence South 72°13' East along said Railroad right-of-way, 270.3 feet; thence North 17°47' East, 212.7 feet to the point of beginning. Except that part conveyed in Volume 841 of Deeds, Page 26, as Document No. 1195382; and that part conveyed in Volume 839 of Deeds, Page 561, as Document No. 1193626; and that part conveyed in Volume 839 of Deeds, Page 564, as Document No. 1193628; and that part conveyed in Volume 10765 of Records, Page 16, as Document No. 2052269; and that part conveyed in Volume 12015 of Records, Page 61, as Document No. 2106621.

Tax Parcel No.: 181/0709-212-8090-8

EXHIBIT B

CERTIFIED SURVEY MAP No. _____

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



21 May 2018 - 4:10p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 150191 DATE: 05/21/2018 REV: _____ Drafted by: MMAR Checked by: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 9

RESOLUTION NO. 2018-14

**VILLAGE OF SHOREWOOD HILLS
DANE COUNTY, WISCONSIN**

**A RESOLUTION CONDITIONALLY APPROVING A CERTIFIED SURVEY MAP
(LODGIC REDEVELOPMENT)**

RECITALS

- A. Marshall Court Investors, LLC has requested Village approval of the certified survey map (the “CSM”) attached as Attachment A.
- B. On August 7, 2018, the Plan Commission recommended that the CSM be approved.
- C. Approval of the CSM is necessary to accomplish the redevelopment of certain lands on Marshall Court, and to accomplish the dedication of certain lands for public street and bike path purposes.

RESOLUTION

NOW, THEREFORE, the Village Board of the Village of Shorewood Hills hereby resolves as follows:

- 1. The certified survey map is approved, subject to the conditions in Section 2, below.
- 2. The following conditions must be satisfied before the Village will sign the CSM:
 - a. University Station Limited Partnership and Marshall Court Investors, LLC must sign the CSM, and must sign the Tri-Party Agreement approved by the Village of Shorewood Hills Village Board in Resolution 2018-12.
 - b. Marshall Court Investors, LLC and DPPG, LLC must sign the Property Acquisition and Improvement Agreement approved by the Village of Shorewood Hills Village Board in Resolution No. 2018-11.
 - c. Marshall Court Investors, LLP, DPPG, LLC, 700 University Bay Drive, LLC, and 2715 Marshall Court, LLC must sign Easement Termination Agreement approved by the Village of Shorewood Hills Village Board in Resolution No. 2018-13.
- 3. Subject to satisfaction of the conditions in Section 2, above, the Village Clerk, Village Administrator and Village Attorney are authorized to execute the CSM and take all other actions needed to approve and authorize the recording of the CSM.

The above Resolution was duly adopted at the meeting of the Village Board of the Village of Shorewood Hills on the _____ day of _____, 2018.

APPROVED

By _____
David Renforado, Village President

ATTEST

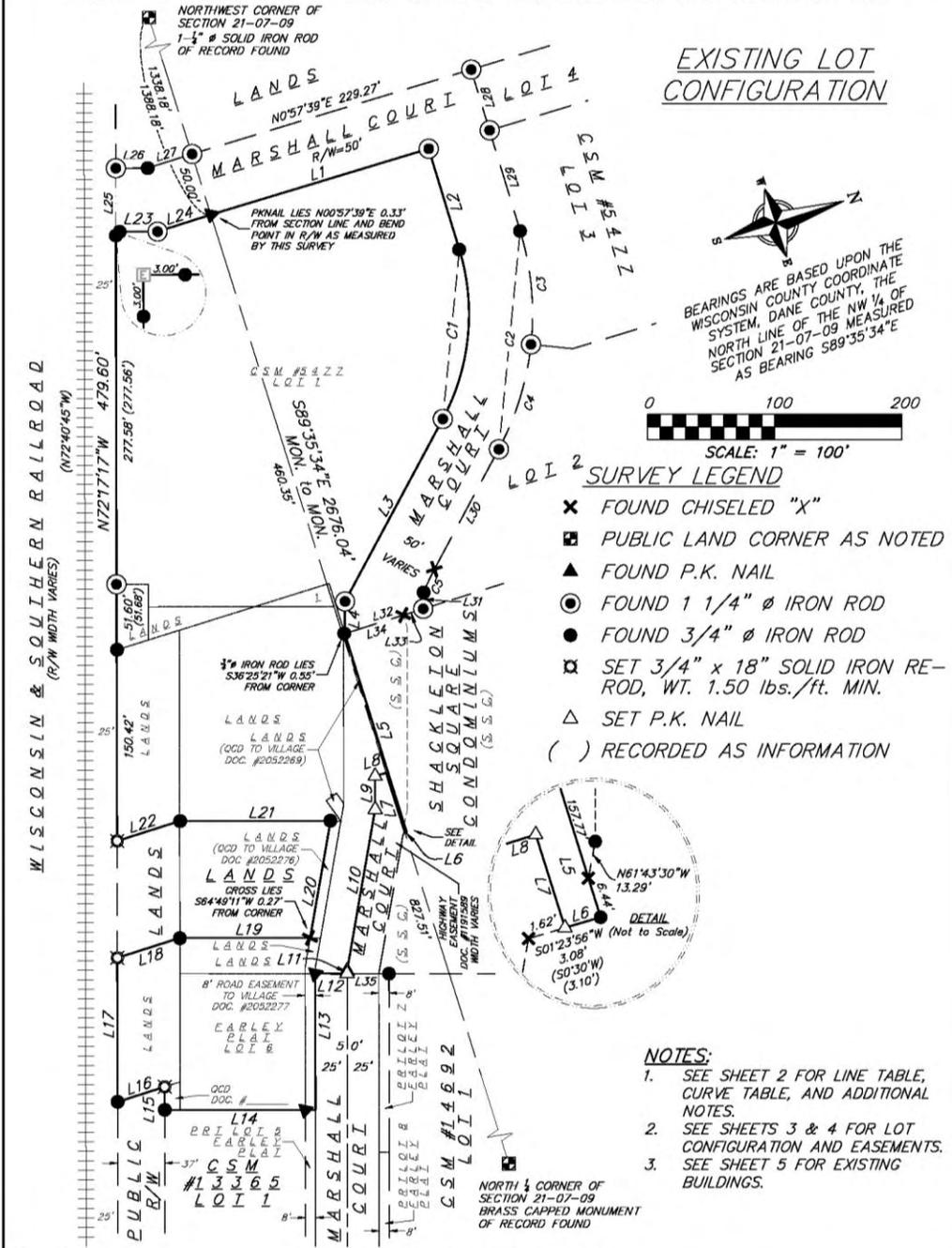
Karla Endres, Village Clerk

Attachment A – Certified Survey Map

ATTACHMENT A

CERTIFIED SURVEY MAP No.

LOT 1, CERTIFIED SURVEY MAP NUMBER 5477, AS RECORDED IN VOLUME 25 OF CERTIFIED SURVEY MAPS, ON PAGES 43-44, AS DOCUMENT NUMBER 2067153, DANE COUNTY REGISTRY, ALSO LOT 6 FARLEY PLAT, AS RECORDED IN VOLUME 17 OF PLATS, ON PAGE 28, AS DOCUMENT NUMBER 894244, DANE COUNTY REGISTRY, ALSO PART OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ OF SECTION 16, ALSO PART OF THE NE $\frac{1}{4}$ -NW $\frac{1}{4}$ OF SECTION 21, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN



30 Oct 2018 - 4:03p M:\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmar

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 150191
DATE: 07/16/2018
REV: 10/30/2018
Drafted By: MMAR
Checked By: PRNU

SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Segoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
1 OF 9**

CERTIFIED SURVEY MAP No.

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LINE TABLE			LINE TABLE		
LINE NUMBER	DIRECTION	LENGTH	LINE NUMBER	DIRECTION	LENGTH
L1	N00°57'39"E (N00°32'11"E)	178.99' (178.91')	L19	N17°52'44"E (N17°47"E)	102.41'
L2	S89°05'53"E (S89°27'49"E)	82.93' (83.00')	L20	N62°18'11"W (N62°16"W)	93.37'
L3	S44°00'38"E (S44°27'49"E)	162.98'	L21	S17°52'44"W (S17°47"W)	118.60'
L4	S71°45'03"E (S72°12'14"E)	25.31' (25.22')	L22	S00°08'27"W (S00°07'01"W)	51.68' (51.88')
L5	S89°29'07"E (S89°30"E)	164.21' (164.60')	L23	N17°42'43"E (N17°19'15"E)	32.81' (32.73')
L6	S01°23'56"W (S00°30"W)	1.46'	L24	N00°11'41"E (N00°15'48"W)	43.97' (44.20')
L7	N89°35'34"W (N89°30"W)	49.98'	L25	N72°17'17"W (N72°40'45"W)	50.00'
L8	S00°27'49"W (S00°30"W)	9.06'	L26	N17°42'43"E (N17°19'15"E)	25.11' (25.00')
L9	S72°14'41"E (S72°13"E)	26.17' (26.18')	L27	N00°11'41"E (N00°15'48"W)	36.60' (36.82')
L10	S62°18'11"E (S62°16"E)	129.08'	L28	S89°05'53"E (S89°27'79"E)	50.05' (50.00')
L11	S72°15'40"E (S72°13"W)	2.12' (2.18')	L29	S89°05'53"E (S89°27'79"E)	82.82' (83.00')
L12	S17°52'44"W (S17°47"W)	25.00'	L30	S44°00'38"E (S44°27'49"E)	107.55' (107.42')
L13	S72°15'40"E (S72°13"E)	107.33' (107.1')	L31	S70°26'54"E (S71°1'39"E)	12.87' (12.83')
L14	S17°49'58"W (S17°47"W)	118.56'	L32	S00°16'50"W (S00°09'38"E)	64.64' (64.73')
L15	N72°17'17"W	18.16'	L33	S00°16'50"W (S00°09'38"E)	16.25'
L16	S00°08'27"W	38.81'	L34	S00°16'50"W (S00°09'38"E)	48.39'
L17	N72°17'17"W (N72°41'10"W)	113.34'	L35	N17°52'44"E (S17°47"W)	33.00'
L18	N00°08'27"E (N00°07'01"W)	51.68' (51.88')			

NOTES:

1. Subject to Storm Sewer Easement recorded as Document #1191590. Partially released by Document #_____.
2. Subject to Sanitary Sewer Easement Recorded as Document #1191591.
3. Subject to Reservations, Covenants, and Restrictions contained in Quit Claim Deed recorded as Document #82055762.
4. Subject to Easements and Agreements contained in Warranty Deed recorded as Document #2069281.
5. Subject to Reservations in Instrument recorded as Document #2068269.
6. Subject to Right-of-Way Grant Underground Electric-Electric Pole Line Easement to Madison Gas and Electric Company recorded as Document #2098779. Partially released by Document #5451206.
7. Subject to Notice Affecting Real Estate recorded as Document #2109270.
8. Subject to Agreement for License with Madison Metropolitan Sewerage District recorded as Document #984043 and Supplemental Agreement recorded as Document #984044.

CURVE TABLE					
CURVE NUMBER	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	137.48' (137.45')	175.00'	45°00'39" (45°00'00")	S66°35'53"E (S66°57'49"E)	133.97' (133.94')
C2	176.80' (176.72')	225.00'	45°01'14" (45°00'00")	S66°35'36"E (S66°57'49"E)	172.28' (172.21')
C3	90.20' (90.04')	225.00'	22°58'12" (22°55'42")	S77°37'07"E (S77°59'58"E)	89.60' (89.44')
C4	86.59' (86.88')	225.00'	22°03'02" (22°04'18")	S55°06'29"E (S55°29'58"E)	86.06' (86.14')
C5	20.14' (20.15')	175.00'	6°35'39" (06°35'46")	S47°28'10"E (S74°5'42"E)	20.13' (20.14')

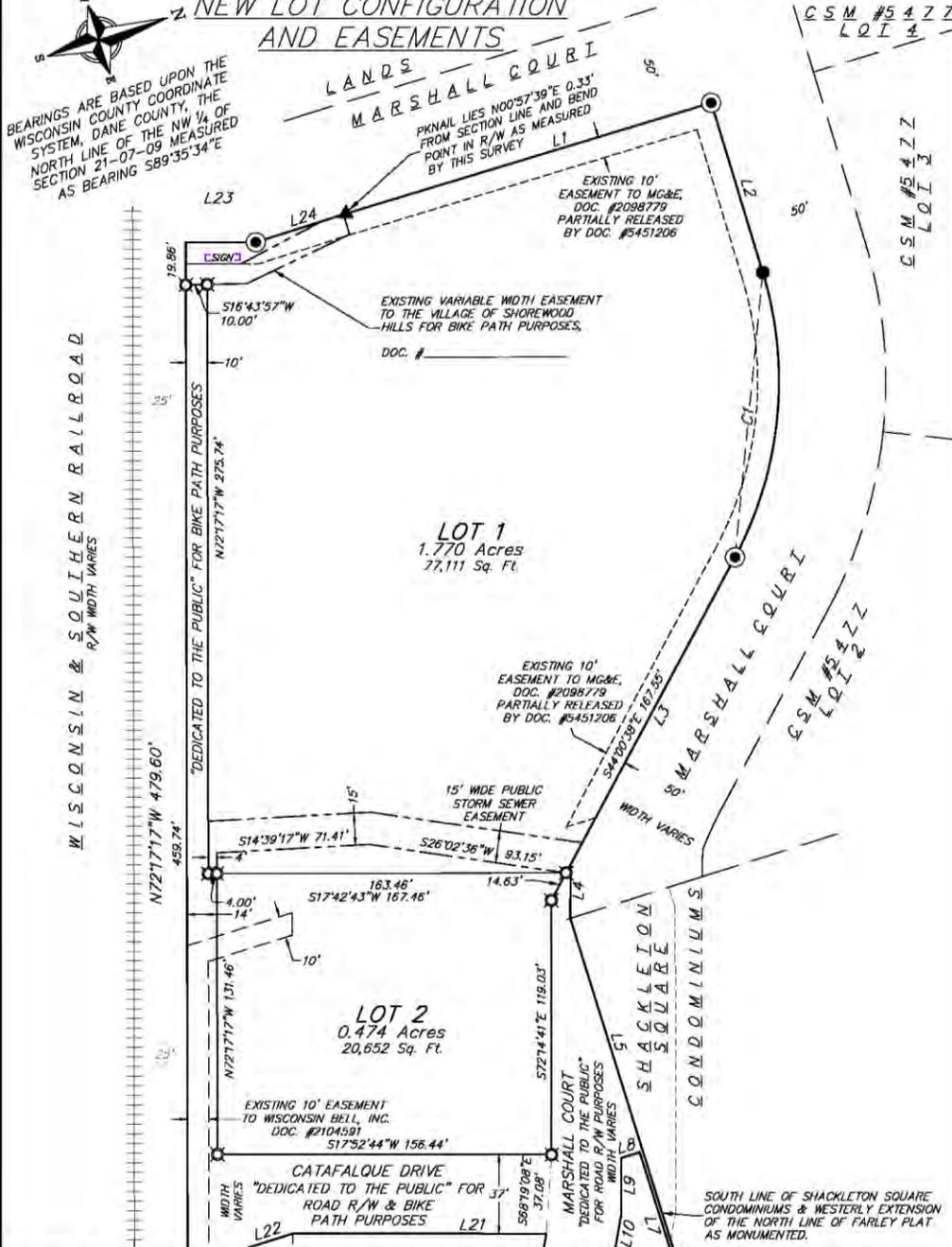
30 Oct 2018 - 4:33p Mc\Stone House Development\150190_Arbor Crossing Phase 2\CADD\150190_CSM.dwg by: mmr

<p style="font-size: small;">planners engineers advisors Phone: (608) 261-3898</p>		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMAR Checked By: PKNU	SURVEYED FOR: Marshall Court Investors, LLC 625 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	<p style="font-size: large; font-weight: bold;">SHEET 2 OF 9</p>
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CERTIFIED SURVEY MAP No.

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NEW LOT CONFIGURATION AND EASEMENTS



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vierbicher
planners | engineers | advisors
Phone: (800) 261-3898



FN: 150191
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Drafted By: MMAR
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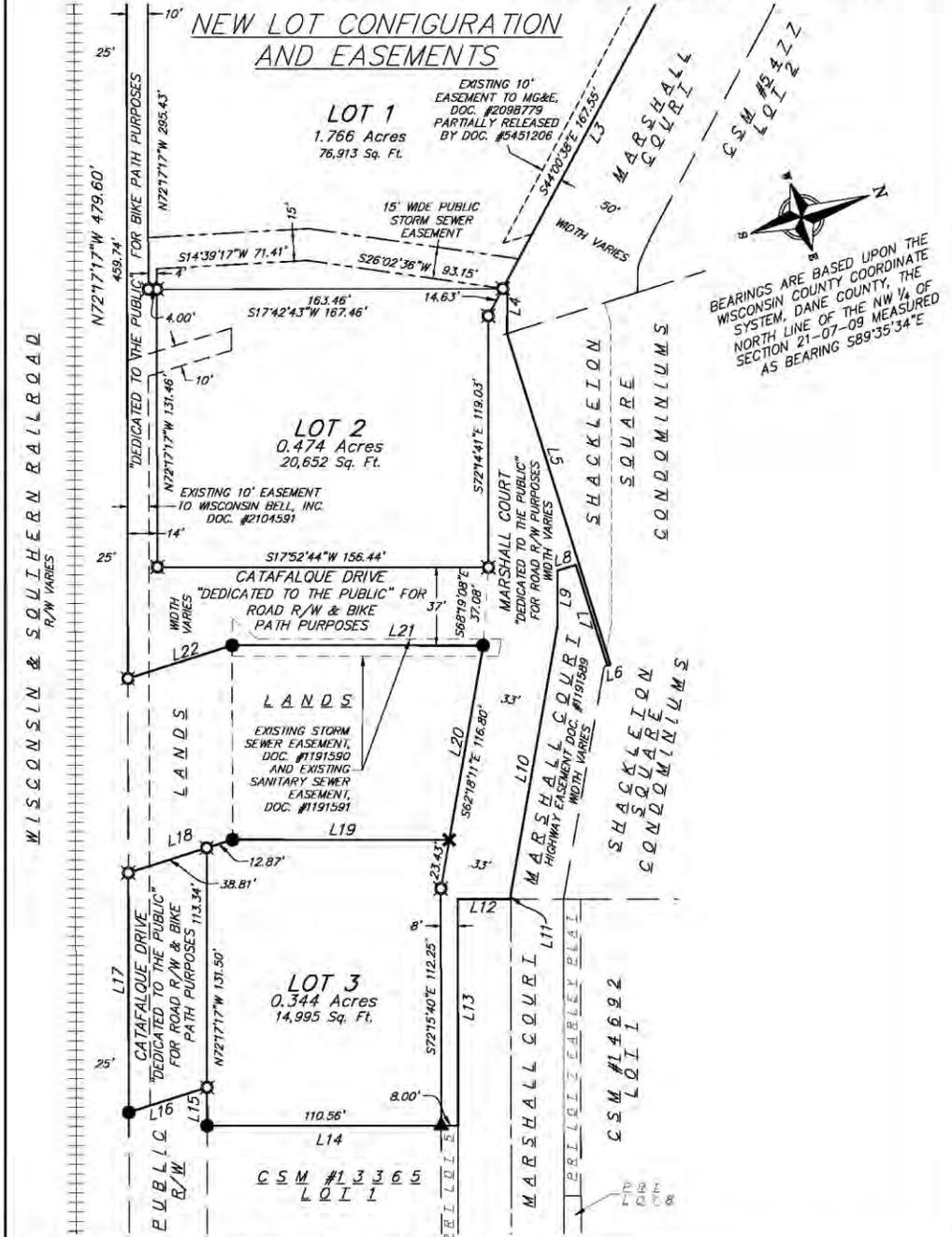
SURVEYED FOR:
Marshall Court
Investors, LLC
625 N. Sagoe Road,
Suite 107
Madison, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
3 OF 9**

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vierbicher
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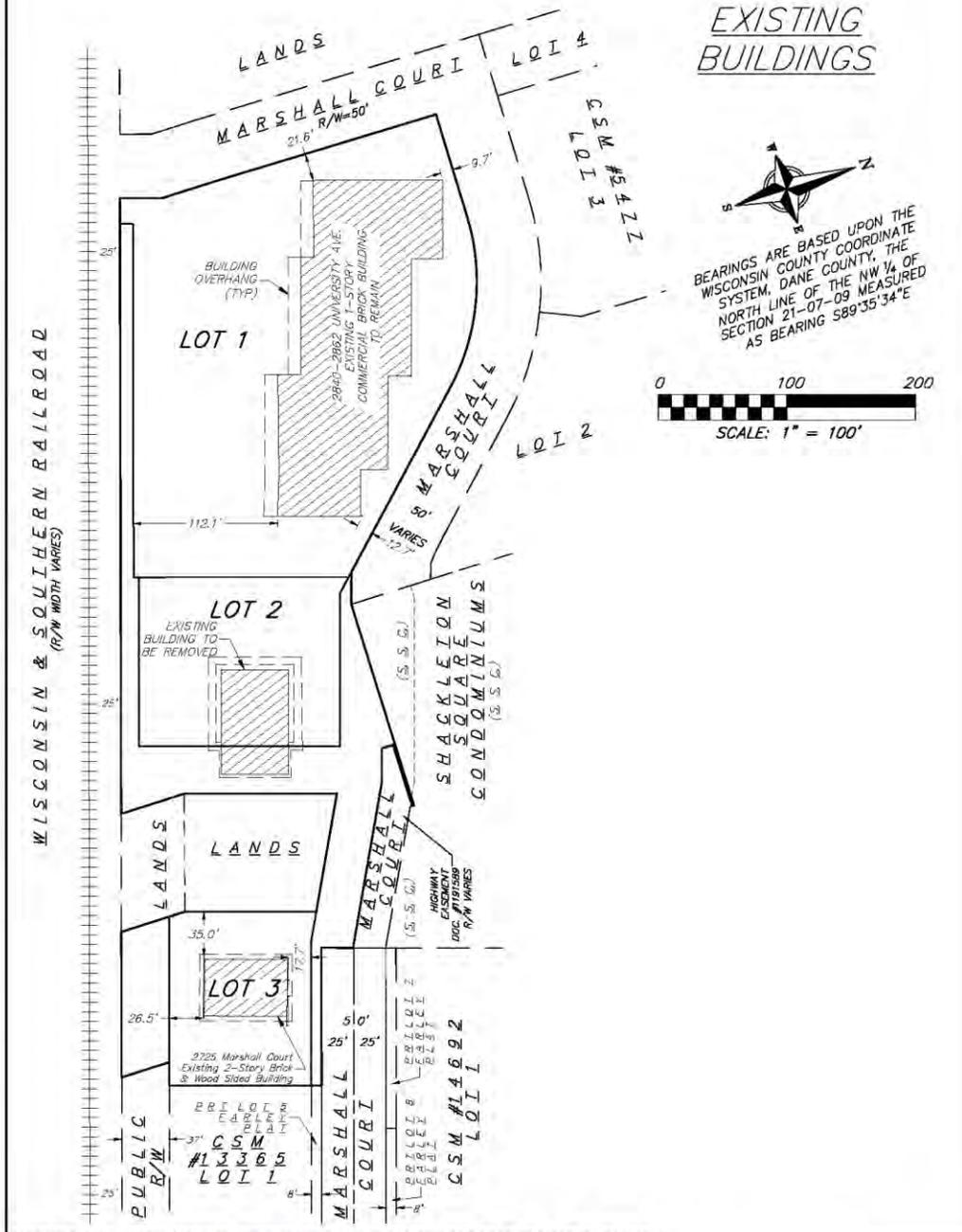
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C.S.M. No. _____
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**SHEET
4 OF 9**

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planners | engineers | advisors
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SURVEYED FOR:
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Madison, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
5 OF 9**

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LEGAL DESCRIPTION

Lot 1 Certified Survey Map Number 5477, as recorded in Volume 25 of Certified Survey Maps, on Pages 43-44, as Document Number 2067153, Dane County Registry, also Lot 6 Farley Plat, as recorded in Volume 17 of Plats, on Page 28, as Document Number 894244, Dane County Registry, also part of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 16, also part of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 21; thence S89°35'34"E along the North line of the NW $\frac{1}{4}$ of said Section 21, 1388.18 feet to a westerly line of said Lot 1 and the point of beginning; thence along the boundary of said Lot 1 for the next five (5) courses; 1-thence N00°57'39"E, 178.99 feet; 2-thence S89°05'53"E, 82.93 feet to a point of curvature; 3-thence 137.48 feet along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 45°00'39", and a chord bearing S66°35'53"E, 133.97 feet; 4-thence S44°00'38"E, 162.98 feet; 5-thence S71°45'03"E, 25.31 feet to the Southwest corner of the Amended Plat of "Shackleton Square", a Condominium, as recorded in Volume 4-33A of Condominium Plats, on Pages 406-412, as Document Number 1828246, Dane County Registry; thence S89°29'07"E along the southerly line of said Shackleton Square, 164.21 feet to a southerly corner thereof; thence S01°23'56"W along the southerly line of said Shackleton Square, 1.46 feet to a southerly line of lands Quit Claimed to the Village of Shorewood Hills by Document Number 2052269; thence N89°35'34"W along said southerly line, 49.98 feet; thence S00°27'49"W, 9.06 feet; thence S72°14'41"E, 26.17 feet; thence S62°18'11"E, 129.08 feet; thence S72°15'40"E, 2.12 feet to the West line of said Farley Plat; thence S17°52'44"W along said West line, 25.00 feet to the Northwest corner of said Lot 6, Farley Plat; thence S72°15'40"E along the North line of said Lot 6, 107.33 feet to the Northeast corner thereof; thence S17°49'58"W along the East line of said Lot 6 and its southerly extension thereof, 118.56 feet to a southwesterly corner of Certified Survey Map Number 13365, as recorded in Volume 86 of Certified Survey Maps, on Pages 269-274, as Document Number 4914123, Dane County Registry; thence N72°17'17"W, 18.16 feet to a southwesterly corner of said Certified Survey Map Number 13365; thence S00°08'27"W along a westerly line of said Certified Survey Map Number 13365, 38.81 feet to a southwesterly corner thereof and the northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 113.34 feet; thence N00°08'27"E, 51.68 feet; thence N17°52'44"E, 102.41 feet; thence N62°18'11"W, 93.37 feet; thence S17°52'44"W, 118.60 feet; thence S00°08'27"W, 51.68 feet to the said northerly right-of-way line of the Wisconsin & Southern Railroad; thence N72°17'17"W along said northerly right-of-way line, 479.60 feet to the Southwest corner of said Lot 1; thence N17°42'43"E along the West line of said Lot 1, 32.81 feet; thence N00°11'41"E along the West line of said Lot 1, 43.97 feet to the point of beginning.

Said description contains 137,423 square feet or 3.155 acres more or less.

SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor, S-2452, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of Marshall Court Investors, LLC, University Station, LLP, and the Village of Shorewood Hills, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with the provisions of Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the Village of Shorewood Hills in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael S. Marty

Date: _____

Signed: _____
Michael S. Marty, P.L.S. S-2452

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 <p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 150191 DATE: 07/16/2018 REV: 10/30/2018 Drafted By: MMAR Checked By: PRNU	SURVEYED FOR: Marshall Court Investors, LLC 825 N. Segoe Road, Suite 107 Madison, WI 53705	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 6 OF 9
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