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DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

4445224

06/26/2008 10:10AM

Exempt #:

Rec. Fee: 25.00
Pages: 8

JOINT DRIVEWAY AGREEMENT

AGREEMENT made by and between KR, LLC (hereinafter "Hotel Owner") Raymond C. Zeier and Loraine A. Zeier ("Ray and Loraine"), MarkZ Place, LLC ("MarkZ"), and Annamark Group Z, LLC ("Annamark") (Ray and Loraine, MarkZ and Annamark hereinafter referred to collectively as "Zeiers") this 18th day of June, 2008.

Recitals

On the same date as this Agreement, Hotel Owner has purchased real estate described on Addendum A attached hereto and incorporated herein by reference (hereinafter referred to as "Hotel Property"). There is an existing driveway for access to the Hotel Property located on the southeast corner of Lot 15, Regional East, which is part of the Hotel Property.

Under the terms of paragraph 1.1F of a certain Declaration of Easements recorded on February 8, 2005, as Document No. 4019710 of the Dane County, Wisconsin Registry ("Declaration"), the driveway located at the southeast corner of Lot 15 Regional East was designated as a joint driveway to provide access to a system of private drives servicing Lots 1, 2, 3, and 4 of Certified Survey Map No. 11320, recorded on February 8, 2005, as Document No. 4019709 of the Dane County, Wisconsin Registry (hereinafter the "Certified Survey Map"); and part of Lots 18 and 19, Regional East, more specifically described on Addendum B hereto.

MarkZ is the owner of Lot 1 of Certified Survey Map No. 11320, recorded on February 8, 2005, as Document No. 4019709 of the Dane County, Wisconsin Registry; Annamark is the owner of Lot 2 of said Certified Survey Map; and Raymond and Loraine are the owners of Lots 3 and 4 of said Certified Survey Map, together with part of Lots 18 and 19, Regional East.

The parties hereto wish to state the terms of the joint driveway easements at the location of the existing driveway at the southeast corner of Lot 15, Regional East.

IN CONSIDERATION OF the mutual promises herein and other good and valuable consideration, Hotel Owner and Zeiers, as their interest may appear, agree as follows:

Return to:

John C. Frank
Lathrop & Clark LLP
P. O. Box 1507
Madison, WI 53701-1507

251-0810-272-0402-1

Parcel Identification Number

8/25

1. Use of Terms Defined in Declaration. Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the same definition as the capitalized terms used in the Declaration.

2. Grant of Easement. Hotel Owner hereby grants to Zeiers, their successors and assigns, as their interest may appear, and retains for the benefit of the Hotel Property, a nonexclusive, perpetual easement over and across that portion of Lot 15, Regional East, described as "Easement Area" on Addendum C attached hereto and incorporated herein by reference. The exact location of the actual driveway and other improvements and traffic management signs and devices within the Easement Area shall be determined in a reasonable manner by the owner of Lot 3 of the Certified Survey Map under the terms of the Declaration with the approval of the Required City Employees, as they are defined in the Declaration, and shall be substantially in compliance with the driveway improvements shown on the Site Concept Plan attached hereto as Addendum D.

3. Easement Area Improvements. Annamark or a successor in interest with respect to Lot 3 of the Certified Survey Map may install surfacing and other improvements and traffic management signs and devices on the Easement Area not less than thirty (30) days written notice is given to the Hotel Owner that such construction will occur. The construction shall be made at no cost to the Hotel Owner, and once construction is commenced, it shall be completed within sixty (60) days. The installation and construction on the Easement Area shall be done in a manner which will minimize the adverse effect of the installation on the use of the Hotel Property; provided, however, that Hotel Owner realizes the access from the Hotel Property to the joint driveway located on the Easement Area may be affected by the installation of traffic control barriers as may be reasonably necessary to regulate traffic using the driveway for access to the Hotel Property and to Lot 3 of the Certified survey Map. The improvements installed on the Easement Area shall meet the standards required for the Driveway Property under the Declaration.

4. Driveway to Become "Driveway Property." The actual driveway and other improvements and traffic management signs and devices on the Easement Area shall become part of the "Driveway Property" subject to the Declaration. Notwithstanding the requirement in paragraph 1.5 of the Declaration requiring the owner of the lot on which the Driveway Property is located to maintain the Driveway Property, the owner of Lot 3 of the Certified Survey Map or the owner's designee shall be responsible for the maintenance of the portion of the Driveway Property located in the Easement Area.

5. Hotel Owner to Execute Documents. At the request of the owner of Lot 3 of the Certified Survey Map or a successor in interest to said Lot 3, Hotel Owner agrees to join in the execution of, or consent to, any document which may be required or which

may be appropriate to clarify, restate or further define the terms, conditions and specific location of the driveway improvements located on the Hotel Property.

6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.


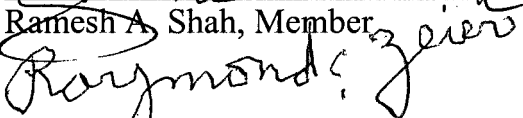

7. Headings. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

8. Relationship. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

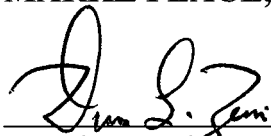
9. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Covenants Run with Land. Each and all of the covenants of the parties contained in this Agreement shall run with the land and are intended to and shall bind each and every person and hereafter acquiring any fee, leasehold or other interest in any part of the Hotel Property, Lots 1, 2, 3 and 4 of the Certified Survey Map.

KR, LLC

By: 
Ramesh A. Shah, Member

Raymond C. Zeier

Loraine A. Zeier

MARKZ PLACE, LLC

By: 
Dennis L. Zeier, Member

ADDENDUM A
Legal Description – “Hotel Property”

Lots 14 and 15, and part of Lot 13, Regional East, in the City of Madison, to-wit: Beginning at the Northeast corner of said Lot 14; thence South $34^{\circ}20'15''$ East, 169.47 feet; thence South $18^{\circ}46'00''$ East, 211.01 feet to a point on a curve; thence Southwesterly on a curve to the left which has a radius of 505.00 feet and a chord which bears South $60^{\circ}22'52''$ West, 190.15 feet; thence South $49^{\circ}31'46''$ West, 17.00 feet to a point of curve; thence Northwesterly on a curve to the right which has a radius of 25.00 feet and a chord which bears North $85^{\circ}28'14''$ West, 35.36 feet to a point of compound curve; thence Northwesterly on a curve to the right which has a radius of 831.37 feet and a chord which bears North $34^{\circ}17'58''$ West, 178.74 feet; thence North $28^{\circ}07'42''$ West, 188.48 feet to a point of curve; thence Northwesterly on a curve to the right which has a radius of 217.00 feet and a chord which bears North $24^{\circ}09'18''$ West, 30.07 feet; thence North $61^{\circ}52'18''$ East, 293.52 feet; thence South $10^{\circ}27'13''$ West, 38.38 feet to the point of beginning. **EXCEPT** that part conveyed in Warranty Deed recorded as #3902844.

ADDENDUM B
Legal Description – Part of Lots 18 and 19, Regional East

Lots 18 and 19, Regional East, EXCEPT part of Lots 18 and 19, Regional East, in the City of Madison, described as follows: Beginning at the most Southerly corner of said Lot 19; thence S51°10'50"W, 54.59 feet; thence N38°49'10"W, parallel to the Southwesterly line of said Lot 19, 346.54 feet; thence S81°25'54"E, 381.60 feet to the Northeasterly edge of said Lot 19; thence S34°08'14"E, 45.00 feet to a point of curve; thence Southwesterly on a curve to the right which has a radius of 25.00 feet and a chord which bears S09°55'16"W, 34.77 feet to a point of reverse curve; thence Southwesterly on a curve to the left which has a radius of 1,740.00 feet and a chord which bears S52°34'48"W, 84.99 feet; thence S51°10'50"W, 88.99 feet to the point of beginning (hereinafter "Wisconsin Builders Association Lands") and further EXCEPT part of Lots 18 and 19, Regional East, recorded in Volume 56-6B of Plats pages 13-15 Dane County Registry, located in the NE ¼ of the NW ¼ of Section 27, T8N, R10E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the most southerly corner of said Lot 18; thence N51°10'50"E, 163.45 feet to the most southerly corner of the Wisconsin Builders Association Lands; thence N38°49'10"W, 346.54 feet to the most westerly corner of the Wisconsin Builders Association lands and the point of beginning; thence N51°10'50"E, 244.90 feet to a point on a curve; thence southeasterly on a curve to the right which has a radius of 355.30 feet and a chord which bears S48°43'18"E, 4.75 feet; thence S45°57'11"E, 71.53 feet to a point of curve; thence southeasterly on a curve to the right which has a radius of 967.00 feet and a chord which bears S40°02'42.5"E, 199.07 feet; thence S34°08'14"E, 6.19 feet; thence N81°25'54"W, 381.61 feet to the point of beginning.

ADDENDUM C

Legal Description – “Easement Area”

Part of Lot 15, Regional East, recorded in Volume 56-6B of Plats on pages 13 through 15, as Document No. 1952891, in the City of Madison, Dane County, Wisconsin, and more particularly described as: Beginning at the most easterly corner of said Lot 15; thence southwesterly along a curve to the left which has a radius of 505.00 feet and a chord which bears South 68°23'35" West, 50.06 feet; thence North 18°46'00" West, parallel to the northeasterly boundary of said Lot 15, 150 feet; thence North 61°52'18" East, 50.68 feet to the northeasterly boundary of said Lot 15; thence South 18°46'00" East, 155.76 feet along the northeasterly boundary of Lot 15 to the point of beginning.

zeieray\134\jt driveway agt

BE ADVISED: THAT THE ILLUSTRATION
ON THIS PAGE CANNOT BE REPRODUCED
CLEARLY WHEN SCANNED

GRANTOR/AGENT *Michael J. Zeier*

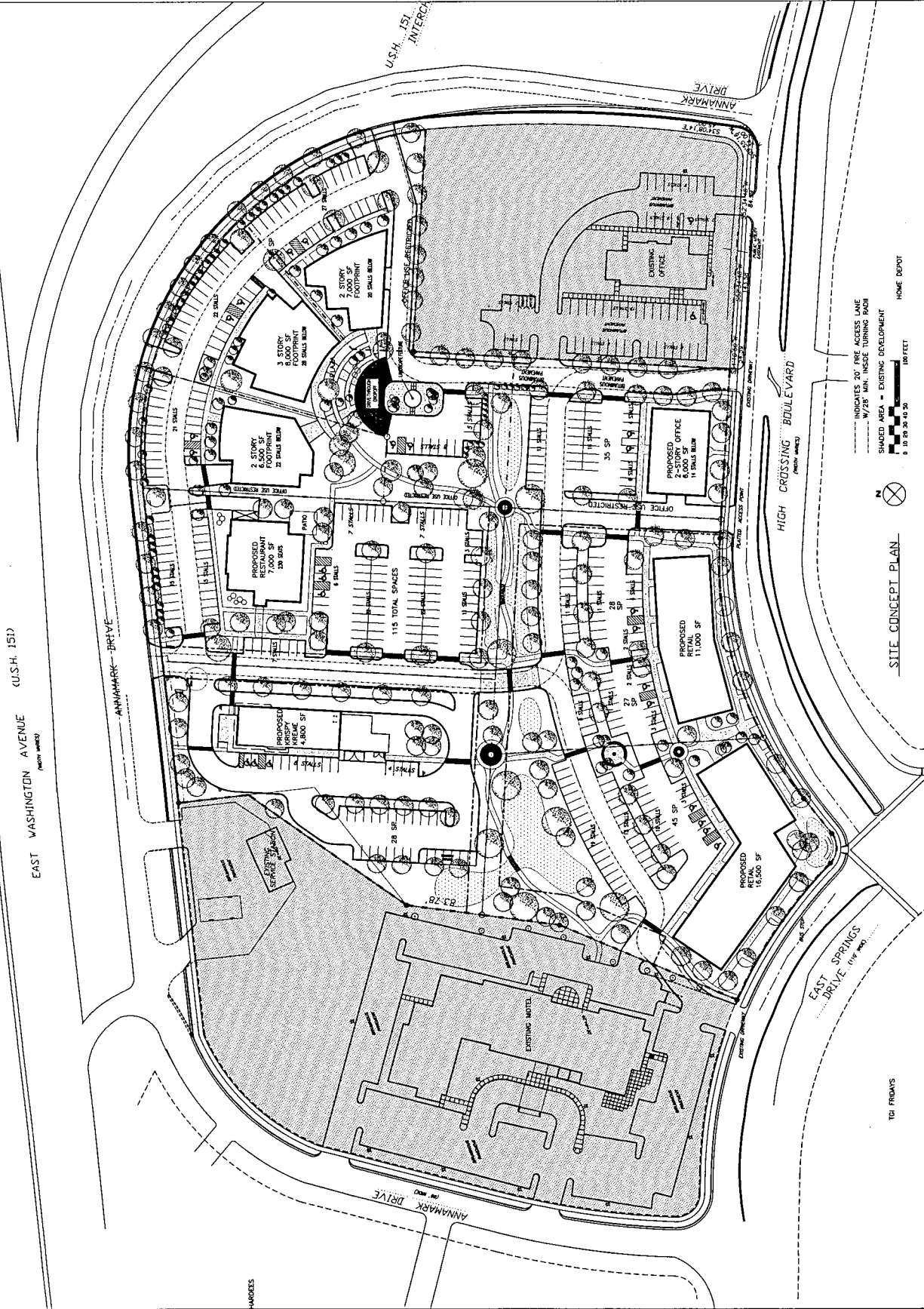
**DIMENSION IV
MADISON**
Architecture
Engineering
Interior Design
313 West Washington Ave., Suite 161
Madison, WI 53703
Phone: (608) 255-4444 Fax: (608) 255-4445

**ZEIER
PLANNED
COMMERCIAL
SITE**
HIGH CROSSING/ANNAMARK
MADISON, WISCONSIN

DATE OF ISSUE: 08/15/04

REVISIONS:
**PRELIMINARY
NOT FOR
CONSTRUCTION**

PROJECT #: 03030



INDICATES 20' FIRE ACCESS LANE
47'20" MIN. INSIDE TURNING RADIUS
SHADDED AREA = EXISTING DEVELOPMENT
0 10 20 30 40 50
100 FEET

SITE CONCEPT PLAN