

Register's Office
Vernon Co. Wis.
Rec'd for record this 16 day of Sept.
1983 at 12:00 o'clock P.M.
and Recorded Vol. 278 of Records on
Page 741
Tera J. Nelson
Register of Deeds

294689

AGREEMENT CONCERNING REAL ESTATE PARTITION

Agreement entered this 7th day of September, 1983, by and among the following parties: Frederick T. Cushing, Sr., and Winifred B. Cushing, husband and wife as joint tenants; Frederick T. Cushing, Jr.; Peter A. Cushing; Katherine B. Kaplan and Jay Kaplan, wife and husband as joint tenants,
WITNESSETH:

WHEREAS the parties hereto have previously entered an agreement, recorded at Volume 241, page 292, Vernon County Records, Vernon County, Wisconsin, concerning their interests in certain real estate described as follows:

The West Half of the Southwest Quarter (W1/2-SW1/4) of Section Twenty-Five (25); the East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26); Except a piece of land containing about twelve (12) acres, more or less, off from the North end of the last above described land, described as commencing about twenty-three (23) rods South of the Northeast corner of the East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26), thence Westerly following a crooked blaze line calculated to be place for road across the North end of said East Half of the Southeast Quarter (E1/2-SE1/4) to a point three (3) rods East of the Northwest corner of said East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26); Also conveying a piece of land one (1) rod wide off from the West side of all that part of the East Half of the Northeast Quarter (E1/2-NE1/4) of Section Twenty-Six (26), lying South of the highway running through said described land at the South end of said strip for a few rods to be three (3) rods wide; Except, the North Two Hundred Sixty (260) feet of the West Sixteen and one-half (16.5) feet of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of said Section Twenty-Six (26); also, the West Sixteen and one-half (16.5) feet of that part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of said Section Twenty-Six (26) lying South of the centerline of the Public Road; the exception tract contains 0.14 acres, more or less; also the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-Six (36); Except beginning at the intersection of the centerline of the local road and the South line of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of said Section Thirty-Six (36), thence East along said South line, two hundred ninety (290) feet; thence North perpendicular to last described line, three hundred eighty (380) feet; thence West perpendicular to last described line, about one hundred ten (110) feet to the centerline of said road; thence Southwesterly along said centerline to the place of beginning; containing 1.74 acres, more or less; all in Township Fourteen (14) North, Range Two (2) West, in Vernon County, Wisconsin.

AND WHEREAS said agreement established the parties hereto as owners of equal undivided interests in said real estate;

AND WHEREAS the parties desire to partition a substantial portion of said real estate into solely owned parcels, subject to the provisions set forth below, leaving certain portions thereof in undivided common ownership;

AND WHEREAS the parties hereto have caused the aforesaid real estate to

24.00 Pd.

Kickapoo Valley Law Center
Days Mpls.

be surveyed, and intend henceforth to use the survey descriptions of the several parcels in any conveyancing involving the real estate;

NOW, THEREFORE, IT IS AGREED:

The real estate described above shall hereafter be described according to the survey descriptions set forth in the attachments hereto, designated in this agreement as parcels numbered 1, 2, 3, 4, 5, 6, 7 and 8.

The following persons are hereby established as the owners in fee simple of the parcels set forth next to their names:

Kathy Kaplan and Jay Kaplan, wife and husband as joint tenants: Parcel 1.

Peter Cushing: Parcel 2.

Frederick T. Cushing, Sr., individually, subject to the survivorship interest of William Cushing: Parcel 3.

Frederick T. Cushing, Sr., and Winifred B. Cushing, husband and wife as joint tenants: Parcel 4 and Parcel 7.

Frederick T. Cushing, Jr.: Parcel 5.

Ownership of Parcel 1, Parcel 2, Parcel 3, Parcel 5, and Parcels 4 and 7 together shall include, as an incident of ownership, an undivided interest in Parcel 6 and Parcel 8 as tenant in common with the owners of the other named parcels.

All the parties to this agreement are hereby granted the non-exclusive use of the easement designated as Easement A in the attachments hereto, for the purpose of access to Parcel 6. The responsibility for maintenance of the roadway located upon said easement shall be an incident of ownership of an interest in said common lands, shared equally among all of said owners.

Ownership of Parcel 1 carries with it the right to use the easement designated as Easement B for the purpose of access to said Parcel 1.

No portion of the lands subject to this agreement, and none of the interests defined and established hereby, may be conveyed to any person not a party to this agreement, except as follows:

Title to Parcel 3, together with the interests in common lands and easement appurtenant thereto, as established by this agreement, is in Frederick T. Cushing, Sr., individually, subject to the survivorship rights of William Cushing. Title to said parcel and appurtenant interests shall pass to William Cushing upon the death of Frederick T. Cushing, Sr., and may be conveyed to William Cushing during the lifetime of Frederick T. Cushing, Sr., at the sole discretion of Frederick T. Cushing, Sr.

If the owner of any interest in the subject lands desires to convey said interest to another person or persons, said interest must first be offered to each of the parties hereto, at a price, and under terms, which

shall be set forth with particularity in writing. Each party will then have a period of thirty days from receipt of said offer to give notice of intent to purchase said interest at said price and under said terms. Any party who elects to exercise this right to purchase shall then have an additional period of up to sixty days in which to arrange financing and close the transaction, exclusive of any delay caused by or attributable to actions by the intended seller. If no party has elected to exercise these purchase rights within the time stated, the intended seller may then convey said interest at a price no lower, and under terms no less burdensome, than those offered to the other parties hereto.

The provisions of the foregoing paragraph notwithstanding, no conveyance shall be made of any interest in Parcels #6 and #8 (except easement rights across Parcel #8). Should any party to this agreement cease to hold any other rights or responsibilities under this agreement, that person's interest in said parcels shall revert to such of the parties to this agreement as continue as owners of the parcels designated as theirs herein. This paragraph shall not operate to prevent William Cushing, should he obtain a present interest in Parcel #3 by virtue of his survivorship interest therein, from sharing in the common ownership of Parcels #6 and #8.

The purchase rights set forth above shall exist against any owner of interests established or defined hereby, including estates, heirs and assigns of the parties hereto.

Notwithstanding any contrary provision in a will, trust instrument or other document or agreement executed by any party hereto, the purchase rights set forth above shall apply to any transfer resulting from the death of any party hereto, except that in such case the purchase price to be paid by any party hereto shall be determined by disinterested appraisal of the interests to be conveyed; but these purchase rights shall not apply if the interest in these lands would in any case, by operation of intestate law, or of the said will, trust instrument or other document or agreement, pass in its entirety to one or more of the parties hereto, or to their lineal heirs.

None of the parcels established hereby may be subdivided except to pass title thereto to a child or lineal descendant of one of the parties hereto; and in no case shall any parcel created by any such subdivision be smaller than five acres.

The real estate subject to this agreement is intended to be used for agricultural and residential purposes. No commercial use is permitted. This provision shall not prohibit the parties from engaging in a "cottage industry."

The existing tobacco allotment on the subject real estate shall apply to Parcel 6.

All decisions concerning rights established and defined by this agreement shall be made by vote of the owners, with one vote allocated to each of the following: Parcel 1; Parcel 2; Parcel 3; Parcels 4 and 7; and Parcel 5. But any person or persons owning more than one of said voting portions shall

nonetheless be entitled to only one vote. Any decision concerning management of Parcels 6 and 8 shall require concurrence of at least four of the five votes eligible to be cast. Any change in this agreement shall require unanimous consent.

The parties hereto acknowledge that the provisions of this agreement more accurately reflect the actual financial contributions made by the parties for the purchase and maintenance of the subject real estate than do the provisions of the previous ownership agreement. This instrument is executed by the parties hereto, all of whom are related as parent and child or siblings, or as spouses of same, without actual consideration, and is exempt from real estate transfer fee pursuant to Section 77.25 (3), Wisconsin Statutes.

Frederick T. Cushing, Sr.
Frederick T. Cushing, Sr.

Winifred B. Cushing
Winifred B. Cushing

Frederick T. Cushing, Jr.
Frederick T. Cushing, Jr.

Peter A. Cushing
Peter A. Cushing

Katherine B. Kaplan
Katherine B. Kaplan

Jay Kaplan
Jay Kaplan

STATE OF Alabama
COUNTY OF Baldwin

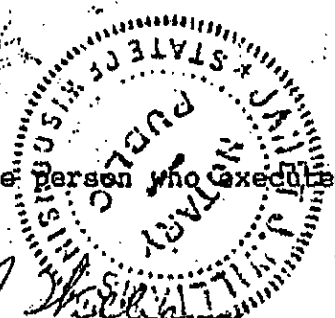
Personally came before me, this 1 day of August, 1983, the above-named Frederick T. Cushing, Sr., and Winifred B. Cushing, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Russell E. Winfree
Notary Public, State of Alabama
My commission expires 5/1/85

STATE OF Wisconsin
COUNTY OF Vernon

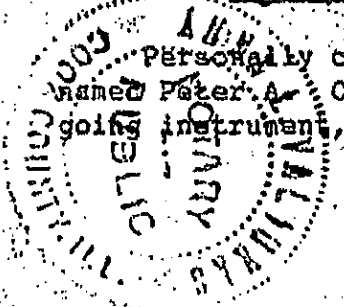
Personally came before me, this 7 day of Sept, 1983, the above-

named Frederick T. Cushing, Jr., to me known to be the person who executed the foregoing instrument, and acknowledged the same.



Janet I. Skelton
Notary Public, State of Ill
My commission expires 12-11-83

STATE OF Illinois
COUNTY OF Cook



Personally came before me, this 26 day of August, 1983, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Anna J. Valunas
Notary Public, State of Ill
My commission expires 7-29-85

STATE OF North Carolina
COUNTY OF Forsyth

Personally came before me, this 12th day of August, 1983, the above-named Katherine B. Kaplan and Jay Kaplan, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.



Helen Gilmore
Notary Public, State of North Carolina
My commission expires 2-19-86

This instrument was drafted by
David Houser, Attorney.

PARCEL 1

Commencing at the Northwest corner of Section Thirty-Six (36), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence South $0^{\circ} 23' 21''$ East, 1326.09 feet; thence North $89^{\circ} 08' 33''$ East, 684.38 feet to the point of beginning;

Thence North $0^{\circ} 24' 30''$ West, 385.54 feet;

Thence South $89^{\circ} 08' 33''$ West, 119.24 feet to a point in the centerline of Big Valley Road;

Thence North $24^{\circ} 31' 27''$ East, 87.23 feet to a point in said centerline;

Thence North $13^{\circ} 54' 40''$ East, 156.94 feet to a point in said centerline;

Thence North $2^{\circ} 03' 05''$ East, 71.56 feet to a point in said centerline;

Thence North $22^{\circ} 09' 12''$ West, 64.30 feet to a point in said centerline;

Thence North $37^{\circ} 27' 28''$ West, 115.12 feet to a point in said centerline;

Thence North $26^{\circ} 44' 41''$ West, 112.19 feet to a point in said centerline;

Thence North $19^{\circ} 06' 12''$ West, 144.12 feet to a point in said centerline;

Thence North $14^{\circ} 7' 21''$ West, 169.54 feet to a point in said centerline;

Thence North $65^{\circ} 55' 02''$ East, 565.95 feet;

Thence North $66^{\circ} 38' 46''$ East, 103.25 feet to a one-inch diameter iron pipe;

Thence North $0^{\circ} 45' 13''$ West, 473.00 feet;

Thence North $66^{\circ} 18' 02''$ East, 300.52 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West;

Thence South $0^{\circ} 45' 13''$ East, 771.52 feet along said East line to the Southeast corner of said Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4);

Thence South $0^{\circ} 23' 06''$ East, 1323.59 feet along the East line of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of said Section 36;

Thence South $89^{\circ} 08' 33''$ West, 620.78 feet along the South line of said Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) to the point of beginning.

The above-described parcel of land being located partly in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-Six (36), and partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 27.34 acres and being subject to all conveyances of record.

PARCEL 2

Beginning at the Northwest corner of Section Thirty-Six (36), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin;

Thence South $0^{\circ} 23' 21''$ East, 1326.09 feet along the West line of said Section Thirty-Six (36) to the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of said Section 36;

Thence North $89^{\circ} 08' 33''$ East, 386.51 feet along the South line of said Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) to a point in the centerline of Big Valley Road;

Thence North $23^{\circ} 10' 42''$ East, 48.22 feet to a point in said centerline;

Thence North $24^{\circ} 31' 27''$ East, 465.21 feet to a point in said centerline;

Thence North $13^{\circ} 54' 40''$ East, 156.94 feet to a point in said centerline;

Thence North $2^{\circ} 03' 05''$ East, 71.56 feet to a point in said centerline;

Thence North $22^{\circ} 09' 12''$ West, 64.30 feet to a point in said centerline;

Thence North 37° 27' 28" West, 115.12 feet to a point in said centerline;
 Thence North 26° 44' 41" West, 112.19 feet to a point in said centerline;
 Thence North 19° 06' 12" West, 144.12 feet to a point in said centerline;
 Thence North 14° 07' 21" West, 179.18 feet to a point in said centerline;
 Thence North 13° 55' 58" West, 486.26 feet to a point in said centerline;
 Thence North 33° 49' 39" West, 43.61 feet along the centerline of an existing driveway also described as Easement A;
 Thence South 86° 24' 13" West, 1197.09 feet to a one-inch diameter iron pipe;
 Thence South 15° 12' 05" East, 385.53 feet to a point on the South line of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section 26;
 Thence North 89° 31' 55" East, 822.83 feet along said South line to the point of beginning.

The above-described parcel of land being located partly in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section 36, partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section 25, and partly in the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section 26, all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 27.09 acres and being subject to all conveyances of record.

PARCEL 3

Commencing at the Southeast corner of Section Twenty-Six (26), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence South 89° 31' 55" West, 822.83 feet along the South line of said Section 26 to the point of beginning;
 Thence South 89° 31' 55" West, 476.46 feet along said South line to a stone monument at the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of said Section 26;
 Thence North 0° 36' 23" West, 1258.50 feet along the West line of said Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) to a one-inch diameter iron pipe;
 Thence North 83° 22' 36" East, 750.72 feet to a one-inch diameter iron pipe;
 Thence South 0° 23' 25" East, 121.99 feet to a one-inch diameter iron pipe;
 Thence South 47° 33' 46" East, 1101.85 feet to a one-inch diameter iron pipe;
 Thence North 60° 21' 32" East, 11.71 feet to a point in the centerline of an existing driveway which is also described as Easement A;
 Thence South 10° 54' 01" East, 20.22 feet to a point in said centerline;
 Thence South 33° 49' 39" East, 17.39 feet to a point in said centerline;
 Thence South 86° 24' 13" West, 1197.09 feet to a one-inch diameter iron pipe;
 Thence South 15° 12' 05" East, 385.53 feet to the point of beginning;

The above-described parcel of land being located partly in the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section Twenty-Six (26), partly in the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section Twenty-Six (26), and partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 27.34 acres and being subject to all conveyances of record.

PARCEL 4

Commencing at the Southwest Corner of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence North $89^{\circ} 15' 08''$ East, 1305.24 feet; thence North $0^{\circ} 45' 13''$ West, 771.52 feet along the East line of the West One-Half of the Southwest Quarter (W1/2-SW1/4) of said Section Twenty-Five (25) to the point of beginning;
 Thence South $66^{\circ} 18' 02''$ West, 300.52 feet to a one-inch diameter iron pipe;
 Thence South $0^{\circ} 45' 13''$ East, 473.00 feet to a one-inch diameter iron pipe;
 Thence South $66^{\circ} 38' 46''$ West, 103.25 feet;
 Thence South $65^{\circ} 55' 02''$ West, 565.95 feet to a point in the centerline of Big Valley Road;
 Thence North $14^{\circ} 07' 21''$ West, 9.64 feet to a point in said centerline;
 Thence North $13^{\circ} 55' 58''$ West, 357.03 feet to a point in said centerline;
 Thence North $59^{\circ} 42' 00''$ East, 201.66 feet to a point in the centerline of an existing driveway also described as Easement B;
 Thence North $36^{\circ} 46' 35''$ West, 73.00 feet to a point in said centerline;
 Thence North $59^{\circ} 20' 42''$ East, 107.98 feet to a one-inch diameter iron pipe;
 Thence North $22^{\circ} 13' 35''$ West, 128.80 feet to a one-inch diameter iron pipe;
 Thence North $7^{\circ} 50' 03''$ West, 199.51 feet to a one-inch diameter iron pipe;
 Thence North $10^{\circ} 13' 32''$ East, 732.74 feet to a one-inch diameter iron pipe;
 Thence North $9^{\circ} 31' 30''$ West, 300.40 feet to a one-inch diameter iron pipe;
 Thence South $84^{\circ} 46' 31''$ East, 731.23 feet to a point on the East line of said West One-Half of the Southwest Quarter (W1/4-SW1/4) of Section Twenty-Five (25);
 Thence South $0^{\circ} 45' 13''$ East, 973.26 feet along said East line to the point of beginning;

The above-described parcel of land being located partly in the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section Twenty-Five (25), partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), and partly in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-Six (36), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 27.22 acres and being subject to all conveyances of record.

PARCEL 5

Commencing at the Southeast Corner of Section Twenty-Six (26), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence West, 566.03 feet; thence North, 1212.42 feet to a one-inch diameter iron pipe and the point of beginning;
 Thence South $47^{\circ} 33' 46''$ East, 1101.85 feet to a one-inch diameter iron pipe;
 Thence North $60^{\circ} 21' 32''$ East, 291.85 feet to a one-inch diameter iron pipe;
 Thence North $7^{\circ} 50' 03''$ West, 199.51 feet to a one-inch diameter iron pipe;
 Thence North $10^{\circ} 13' 32''$ East, 732.74 feet to a one-inch diameter iron pipe;
 Thence North $9^{\circ} 31' 30''$ West, 180.40 feet to a one-inch diameter iron pipe;
 Thence North $76^{\circ} 51' 17''$ West, 882.53 feet to a one-inch diameter iron pipe;
 Thence South $65^{\circ} 30' 08''$ West, 324.89 feet to a one-inch diameter iron pipe;
 Thence South $27^{\circ} 53' 10''$ West, 106.44 feet to a one-inch diameter iron pipe;
 Thence South $15^{\circ} 21' 56''$ East, 238.99 feet to a one-inch diameter iron pipe;
 Thence South $0^{\circ} 23' 25''$ East, 238.95 feet to the point of beginning;

The above-described parcel of land being located partly in the Northwest

Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section Twenty-five (25), partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-five (25), partly in the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section Twenty-Six (26), and partly in the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section Twenty-Six (26), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 27.09 acres and being subject to all conveyances of record.

PARCEL 6

All that part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section Twenty-Five (25), the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section Twenty-Six (26), and the Southeast Quarter of the Southeast Quarter of Section Twenty-Six (26), lying North of a line described as follows:

Commencing at the Southeast Corner of Section Twenty-Six (26), T. 14 N. R 2 W., Vernon County, Wisconsin; thence South 89° 31' 55" West, 1299.29 feet; thence North 0° 36' 23" West, 1258.50 feet along the West line of the East One-Half of the Southeast Quarter (E1/2-SE1/4) of said Section 26, to the point of beginning of said line;

Thence North 83° 22' 35" East, 750.72 feet to a one-inch diameter iron pipe;
Thence North 0° 23' 25" West, 116.96 feet to a one-inch diameter iron pipe;
Thence North 15° 21' 56" West, 238.99 feet to a one-inch diameter iron pipe;
Thence North 27° 53' 10" East, 106.44 feet to a one-inch diameter iron pipe;
Thence North 65° 30' 08" East, 324.89 feet to a one-inch diameter iron pipe;
Thence South 76° 51' 17" East, 882.53 feet to a one-inch diameter iron pipe;
Thence North 9° 31' 30" West, 120.00 feet to a one-inch diameter iron pipe;
Thence South 84° 46' 31" East, 731.23 feet to a point on the East line of the West One-Half of the Southwest Quarter (W1/2-SW1/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and the end-point of said line.

All the above-described land being located in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and being subject to all conveyances of record.

PARCEL 7

Commencing at the Southwest corner of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence East, 295.12 feet; thence North, 404.18 feet; thence South 13° 55' 58" East, 129.24 feet to a point in the centerline of Big Valley Road and the point of beginning;

Thence North 59° 42' 00" East, 210.66 feet to a point in the centerline of an existing driveway also described as Easement B;

Thence South 36° 46' 35" East, 44.92 feet to a point in said centerline;
Thence South 47° 26' 27" East, 87.17 feet to a point in said centerline;
Thence South 63° 18' 24" East, 59.49 feet to a point in said centerline;
Thence South 77° 15' 56" East, 76.94 feet to a point in said centerline;
Thence South 84° 39' 42" East, 154.06 feet to a point in said centerline;
Thence South 56° 55' 15" East, 48.07 feet to a point in said centerline;
Thence South 20° 40' 38" East, 50.76 feet to a point in said centerline;
Thence South 65° 55' 02" West, 565.95 feet to a point in the centerline of

said Big Valley Road;
 Thence North 14° 07' 21" West, 9.64 feet to a point in said centerline;
 Thence North 13° 55' 58" West, 357.02 feet to the point of beginning;

The above-described parcel of land being located partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-five (25), and partly in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-Six (36), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 3.21 acres and being subject to all conveyances of record.

PARCEL B

Commencing at the Southwest corner of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence East, 295.12 feet; thence North, 404.18 feet to the point of intersection of the centerline of Big Valley Road and an existing driveway and the point of beginning;

Thence North 33° 49' 39" West, 61.00 feet to a point in the centerline of said existing driveway also described as Easement B;
 Thence North 10° 54' 01" West, 20.22 feet to a point in said centerline;
 Thence North 60° 21' 32" East, 280.14 feet to a one-inch diameter iron pipe;
 Thence South 22° 13' 35" East, 128.80 feet to a one-inch diameter iron pipe;
 Thence South 59° 20' 42" West, 107.98 feet to a point in the centerline of an existing driveway also described as Easement B;
 Thence South 36° 46' 35" East, 73.00 feet to a point in said centerline;
 Thence South 59° 42' 00" West, 201.66 feet to the point of beginning;

The above-described parcel of land being located in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and containing 1.14 acres and being subject to all conveyances of record.

EASEMENT A

An easement, two rods in width, the centerline of which is described as follows:

Commencing at the Southwest corner of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence East, 295.12 feet; thence North, 404.18 feet to the point of intersection of the centerline of Big Valley Road and an existing driveway and the point of beginning of Easement A;

Thence North 33° 49' 39" West, 61.00 feet;
 Thence North 10° 54' 01" West, 43.82 feet;
 Thence North 1° 56' 55" East, 228.31 feet;
 Thence North 23° 52' 44" West, 110.43 feet;
 Thence North 14° 38' 35" West, 174.73 feet;
 Thence North 9° 27' 56" West, 100.34 feet;
 Thence North 8° 48' 01" West, 217.40 feet;
 Thence North 14° 04' 54" West, 194.99 feet;
 Thence North 45° 11' 38" West, 240.59 feet;
 Thence North 54° 10' 52" West, 98.82 feet;

Thence South 85° 50' 04" West, 85.71 feet;
 Thence South 66° 55' 25" West, 85.76 feet;
 Thence South 88° 33' 25" West, 36.64 feet;
 Thence North 79° 45' 12" West, 75.71 feet;
 Thence South 80° 04' 14" West, 61.46 feet;
 Thence South 49° 49' 17" West, 128.02 feet to the end of said centerline of an easement;

The above-described centerline of an easement being located partly in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), partly in the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section Twenty-Five (25), and partly in the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section Twenty-Six (26), all in Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and being subject to all conveyances of record.

EASEMENT B

An easement, two rods in width, the centerline of which is described as follows:

Commencing at the Southwest corner of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin; thence East, 295.12 feet; thence North, 404.18 feet to the point of intersection of the centerline of Big Valley Road with the centerline of an existing drive and the point of beginning of Easement B;

Thence North 26° 53' 03" East, 21.43 feet;
 Thence North 57° 03' 56" East, 95.91 feet;
 Thence South 73° 40' 16" East, 58.81 feet;
 Thence South 36° 46' 35" East, 142.81 feet;
 Thence South 47° 26' 27" East, 87.17 feet;
 Thence South 63° 18' 24" East, 59.49 feet;
 Thence South 77° 15' 56" East, 76.94 feet;
 Thence South 84° 39' 42" East, 154.06 feet;
 Thence South 56° 55' 15" East, 48.07 feet;
 Thence South 20° 40' 38" East, 50.76 feet to the end of said Easement B;

The above-described centerline of an easement being located in the Southwest Quarter of the Southwest Quarter (SW1/4-SW1/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Two (2) West, Vernon County, Wisconsin, and being subject to all conveyances of record.

377032

AMENDMENT TO AGREEMENT CONCERNING REAL ESTATE PARTITION

Document Number

Title of Document

VOL. 491 PAGE 505

RE: The West Half of the Southwest Quarter (W1/2-SW1/4) of Section Twenty-five (25); the East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26); Except a piece of land containing about twelve (12) acres, more or less, off from the North end of the last above described land, described as commencing about twenty-three (23) rods South of the Northeast corner of the East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26), thence Westerly following a crooked blaze line calculated to be place for road across the North end of said East Half of the Southeast Quarter (E1/2-SE1/4) to a point three (3) rods East of the Northwest corner of said East Half of the Southeast Quarter (E1/2-SE1/4) of Section Twenty-Six (26); Also conveying a piece of land one (1) rod wide off from the West side of all that part of the East Half of the Northeast Quarter (E1/2-NE1/4) of Section Twenty-Six (26), lying South of the highway running through said described land at the South end of said strip for a few rods to be three (3) rods wide; Except, the North Two Hundred Sixty (260) feet of the West Sixteen and one-half (16.5) feet of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of said Section Twenty-Six (26); also, the West Sixteen and one-half (16.5) feet of that part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of said Section Twenty-Six (26) lying South of the centerline of the Public Road; the exception tract contains 0.14 acres, more or less; also the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-Six (36); Except beginning at the intersection of the centerline of the local road and the South line of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of said Section Thirty-Six (36), thence East along said South line, two hundred ninety (290) feet; thence North perpendicular to last described line, three hundred eighty (380) feet; thence West perpendicular to last described line, about one hundred ten (110) feet to the centerline of said road; thence Southwesterly along said centerline to the place of beginning; containing 1.74 acres, more or less; all in Township Fourteen (14) North, Range Two (2) West, in Vernon County, Wisconsin.

Also referred to as Lots 1, 2, 3, 4, 5, 6, 7 and 8 of survey performed by K.A. Kerst dated August 21, 1981.

REGISTERS' OFFICE } SS:
Vernon Co., Wis.
Rec'd for Record this 13 day of September
1999 at 10:15 O'clock A M
and Recorded in Vol. 491 of Records
on Page 505
Betty J. Bolton
Register of Deeds
by Norma Speth, Deputy
Record this document with the Register of Deeds pd 32.00

Name and Return Address:

Thomas G. Voss
6255 University Avenue, Suite 101
Middleton, WI 53562

62042TWH 530, 62042TWH 531,
62042TWH 532, 62042TWH 533,
62042TWH 534, 62042TWH 535,
62042TWH 535.0001, 62042TWH 538
(Parcel Identification Number)

THIS AGREEMENT by and between the parties hereto shall be effective as of the last signature date below.

RECITALS

WHEREAS, an Agreement Concerning Real Estate Partition was entered into on September 7, 1983, and recorded in Vol. 278 of Records, Page 741, Document #294689, Vernon County Register of Deeds; by and between Frederick T. Cushing, Sr., (now deceased) and Winifred B. Cushing; husband and wife as joint tenants, Frederick T. Cushing, Jr., Peter A. Cushing, Katherine B. Kaplan and Jay Kaplan, wife and husband as joint tenants, (hereafter "the Agreement"), whereby a substantial portion of real estate described therein surveyed and partitioned into the above described parcels and the rights of the parties therein, including rights of first refusal and purchase rights, were established; and,

WHEREAS, William Cushing may have had a survivorship interest in certain real estate described in the Agreement; and,

WHEREAS, the current owners of the surveyed and partitioned parcels are as follows:

Parcels 1, 4 and 7	Kate E. Edwards, a single person;
Parcels 2 and 3	Stuart L. Stotts and Sara S. Obern, husband and wife, as survivorship marital property;
Parcels 5, 6 and 8	Frederick T. Cushing, Jr. and Susan Cushing, husband and wife, as survivorship marital property; and,

WHEREAS, the parties hereto desire to terminate any and all of their rights of first refusal and purchase rights established in the Agreement; and,

WHEREAS, the current owners of Parcels 1-8 desire to tighten the subdivision restrictions contained in the Agreement to prohibit creation of a subdivision of less than twenty acres in size;

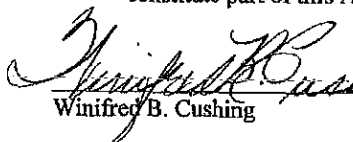
NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That all of the undersigned parties hereto, for themselves, their heirs, personal representatives and assigns, do hereby forever terminate any and all of their rights of first refusal and purchase rights established in the Agreement.
2. That the current owners of Parcels 1-8 hereby amend the fourth full paragraph on page 3 of the Agreement, in its entirety, as follows:

Delete: "None of the parcels established hereby may be subdivided except to pass title thereto to a child or lineal descendant of one of the parties hereto; and in no case shall any parcel created by any such subdivision be smaller than five acres."

Replace with: "There shall be no subdivisions or transfers of interests by the owners of Lots 1-8 that would result in the creation of an ownership interest of less than twenty (20) acres in area. This shall not prohibit the transfer of partial lots to contiguous property owners in order to adjust property lines. However, no remainder area resulting from such transfer shall be less than twenty (20) acres. This shall not preclude the sale of Parcels 1-8 as they now exist."

3. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.
4. This Agreement may be signed in counterparts, which when appended to this document shall constitute part of this Agreement.

 7/27/99
Winifred B. Cushing Date

 1/199 (SEAL)
Kate E. Edwards Date

WHEREAS, the current owners of the surveyed and partitioned parcels are as follows:

Parcels 1, 4 and 7	Kate E. Edwards, a single person;
Parcels 2 and 3	Stuart L. Stotts and Sara S. Obern, husband and wife, as survivorship marital property;
Parcels 5, 6 and 8	Frederick T. Cushing, Jr. and Susan Cushing, husband and wife, as survivorship marital property; and,

WHEREAS, the parties hereto desire to terminate any and all of their rights of first refusal and purchase rights established in the Agreement; and,

WHEREAS, the current owners of Parcels 1-8 desire to tighten the subdivision restrictions contained in the Agreement to prohibit creation of a subdivision of less than twenty acres in size;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That all of the undersigned parties hereto, for themselves, their heirs, personal representatives and assigns, do hereby forever terminate any and all of their rights of first refusal and purchase rights established in the Agreement.
2. That the current owners of Parcels 1-8 hereby amend the fourth full paragraph on page 3 of the Agreement, in its entirety, as follows:

Delete: "None of the parcels established hereby may be subdivided except to pass title thereto to a child or lineal descendant of one of the parties hereto; and in no case shall any parcel created by any such subdivision be smaller than five acres."

Replace with: "There shall be no subdivisions or transfers of interests by the owners of Lots 1-8 that would result in the creation of an ownership interest of less than twenty (20) acres in area. This shall not prohibit the transfer of partial lots to contiguous property owners in order to adjust property lines. However, no remainder area resulting from such transfer shall be less than twenty (20) acres. This shall not preclude the sale of Parcels 1-8 as they now exist."

3. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.
4. This Agreement may be signed in counterparts, which when appended to this document shall constitute part of this Agreement.

Winifred B. Cushing

1 / 99 (SEAL)
Date

Kate E. Edwards 9/9/99 (SEAL)
Kate E. Edwards Date

_____/ /99 (SEAL) _____/ /99 (SEAL)
 Peter A. Cushing Date Frederick T. Cushing, Jr. Date

*UNSIGNED _____/ /99 (SEAL) _____/ /99 (SEAL)
 Katherine B. Kaplan Date Susan Cushing Date

*UNSIGNED _____/ /99 (SEAL) _____/ /99 (SEAL)
 Jay Kaplan Date Stuart L. Stotts Date

William F. Cushing 7/24/99 (SEAL) _____/ /99 (SEAL)
 William Cushing Date Sara S. Obern Date

STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Winifred B. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

*Katherine B. Kaplan and Jay Kaplan have not signed this Agreement because they have previously conveyed their interest by Quit Claim Deed recorded on July 20, 1999, in Vol. 488 of Records, Page 344, Document No. 375931, Vernon County Register of Deeds.

Peter A. Cushing _____ / 99 (SEAL) Frederick T. Cushing, Jr. _____ / 99 (SEAL)
Date Date

Katherine B. Kaplan Date 1/99 (SEAL) Susan Cushing 8/14/99 (SEAL) Susan Cushing Date

Jay Kaplan _____ / /99 (SEAL) _____ / /99 (SEAL)
Date Date
Stuart L. Stotts _____

_____/ /99 (SEAL) _____/ /99 (SEAL)
William Cushing Date Sara S. Obern Date

STATE OF Mass)
COUNTY OF Vernon)SS

Personally came before me this 10 day of February, 1999, the above-named Winifred B. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

_____/ /99 (SEAL) _____/ /99 (SEAL)
Peter A. Cushing Date Frederick T. Cushing, Jr. Date

<u>Katherine B. Kaplan</u>	<u>/ /99 (SEAL)</u>	<u>Susan Cushing</u>	<u>/ /99 (SEAL)</u>
Date		Date	

Jay Kaplan	<u>1/99</u> (SEAL) Date	<u>Stuart L. Stotts</u> Stuart L. Stotts	<u>1/99</u> (SEAL) Date
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William Cushing _____ 1/99 (SEAL) _____ Sara S. Obern 3/11/99 (SEAL)
Date Date

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Winifred B. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STATE OF _____)
)SS
COUNTY OF _____)

Notary Public, State of _____
My Commission expires: _____

Personally came before me this _____ day of _____, 1999, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

_____/ /99 (SEAL) _____/ /99 (SEAL)
 Peter A. Cushing Date Frederick T. Cushing, Jr. Date

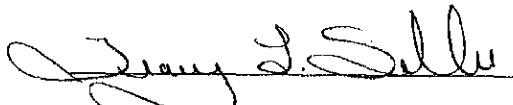
_____/ /99 (SEAL) _____/ /99 (SEAL)
 Katherine B. Kaplan Date Susan Cushing Date

_____/ /99 (SEAL) _____/ /99 (SEAL)
 Jay Kaplan Date Stuart L. Stotts Date

_____/ /99 (SEAL) _____/ /99 (SEAL)
 William Cushing Date Sara S. Obern Date

STATE OF MI)
)SS
 COUNTY OF Isabelle

Personally came before me this 27 day of July, 1999, the above-named Winifred B. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.


 Notary Public, State of MI
 My Commission expires: 11/24/00



STATE OF _____)
)SS
 COUNTY OF _____

Personally came before me this ____ day of _____, 1999, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

Peter A. Cushing 8/16/99 (SEAL) Frederick T. Cushing, Jr. 1/99 (SEAL)
 Peter A. Cushing Date Frederick T. Cushing, Jr. Date

Katherine B. Kaplan 1/99 (SEAL) Susan Cushing 1/99 (SEAL)
 Katherine B. Kaplan Date Susan Cushing Date

Jay Kaplan 1/99 (SEAL) Stuart L. Stotts 1/99 (SEAL)
 Jay Kaplan Date Stuart L. Stotts Date

William Cushing 1/99 (SEAL) Sara S. Obern 1/99 (SEAL)
 William Cushing Date Sara S. Obern Date

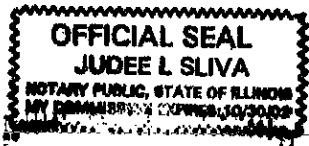
STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this _____ day of _____, 1999, the above-named Winifred B. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPage)

Personally came before me this 16th day of AUGUST, 1999, the above-named Peter A. Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Judee L. Sliva
 Notary Public, State of ILLINOIS
 My Commission expires: 10-30-02

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 1999, the above-named Katherine B. Kaplan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

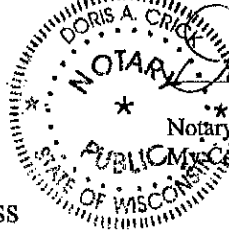
STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 1999, the above-named Jay Kaplan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My commission expires: _____

STATE OF WISCONSIN)
)SS
COUNTY OF STANBURY)

Personally came before me this 26 day of July, 1999, the above-named William Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of WISCONSIN
My Commission expires: 9-2-2001

STATE OF WISCONSIN)
)SS
COUNTY OF STANBURY)

Personally came before me this _____ day of _____, 1999, the above-named Kate E. Edwards, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Katherine B. Kaplan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Jay Kaplan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My commission expires: _____

STATE OF _____)
)SS
 COUNTY OF _____)

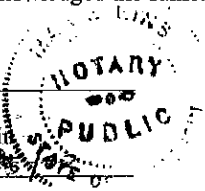
Personally came before me this ____ day of _____, 1999, the above-named William Cushing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of _____
 My Commission expires: _____

STATE OF WISCONSIN)
)SS
 COUNTY OF Dane)

Personally came before me this 9th day of September, 1999, the above-named Kate E. Edwards, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Marte Lins
 Marte Lins
 Notary Public, State of Wisconsin
 My Commission expires: 9/15/02



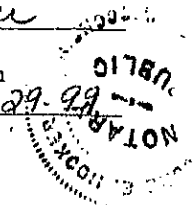
STATE OF WISCONSIN)
)SS
 COUNTY OF Verona

Personally came before me this 24th day of August, 1999, the above-named Frederick T. Cushing, Jr., and Susan Cushing, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jane E. Hooker

Notary Public, State of Wisconsin

My Commission expires: 8-29-99



STATE OF WISCONSIN)
)SS
 COUNTY OF _____

Personally came before me this ____ day of _____, 1999, the above-named Stuart L. Stotts and Sara S. Obern, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin

My Commission expires: _____

Drafted by Thomas G. Voss

STATE OF WISCONSIN)
)SS
 COUNTY OF _____)

Personally came before me this ____ day of _____, 1999, the above-named Frederick T. Cushing, Jr., and Susan Cushing, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission expires: _____

STATE OF WISCONSIN)
)SS
 COUNTY OF DANE)

Personally came before me this 11 day of August, 1999, the above-named Stuart L. Stotts and Sara S. Obern, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Susan Kay Bovre

Notary Public, State of Wisconsin
 My Commission expires: October 27, 2002

Drafted by Thomas G. Voss