

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
CSM
CITY OF MADISON, DANE COUNTY, WISCONSIN**

WHEREAS, NEW WEI, LLC, owner of Lot 3 and Outlot 1 in the Certified Survey Map No. _____, recorded on the _____ day of _____, 2014 in Volume _____ of Certified Surveys on Pages _____ in the Office of the Register of Deeds for Dane County, Wisconsin, will be benefited through the public infrastructure improvements by the City of Madison.

NOW, THEREFORE, NEW WEI, LLC, hereby declares and provides that Lot 3 and Outlot 1 in said Certified Survey Map No. _____, in the City of Madison, Dane County, Wisconsin, are subject to the following conditions and covenants:

1. The owner concurs with the City of Madison's policy to promote the general welfare of the City through the installation of public infrastructure improvements by the City of Madison on Redan Drive adjacent to said lots to fulfill the requirements related to the Certified Survey Map approval.
2. The owner acknowledges that it is the City of Madison's policy to assess the above described properties the full cost of the infrastructure improvements, as required for the approval of said Certified Survey Map, including inspection, engineering, and supervision costs, grading, storm sewer, sanitary sewer, water main, stormwater management, street, sidewalk, curb and gutter, pavement, street lighting, restoration, and other incidentals as required for the improvements for Certified Survey Map No. _____. After the initial construction of the improved Redan Drive, reconstruction of said road shall be governed by Section 10.09 of the Madison General Ordinances.
3. The owner, its successors and assigns hereby waives all special assessment notices and hearings as required by Section 66.0703(7)(b) of the Wisconsin Statutes and Section 4.09 of Madison General Ordinances and further agrees that the benefits to the above described lot(s) for the construction of said improvements, will be divided proportionately among said lot which it may elect to pay in eight equal successive annual installments.
4. The City of Madison shall have the right annually during the payment period, to place an amount equal to one-eighth of said charge above specified, together with interest on all unpaid balances thereof at the prevailing interest rate on the tax roll to be collected, together with the general taxes in the same manner as if said charge had been levied as a special assessment against the property, and as if said annual amounts were installments of special assessment.
5. In the event of a default in the payment of any of the said eight annual installments above specified, the collection of the same shall be enforced by the City of Madison by action for debt or by sale of the property for nonpayment of taxes.

This space is reserved for recording data.
Drafted and Return to:
Janet Dailey
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

TAX PARCEL NO.

Lot 3
Outlot 1

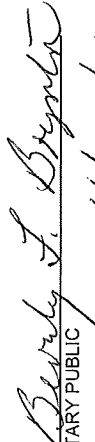
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of April, 2014.



NEW WEI, LLC

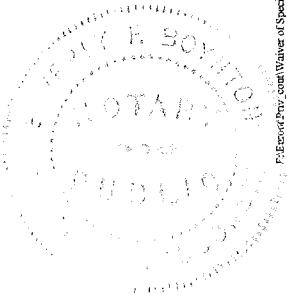
STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 22 day of April, 2014, the above named Christie D. Welton, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC

My Commission Expires: 4/24/16




DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
CSM
CITY OF MADISON, DANE COUNTY, WISCONSIN

WHEREAS, NEW WEI, LLC, owner of Outlot 1 in the Certified Survey Map No. _____, recorded on the _____ day of _____, 2014 in Volume _____ of Certified Surveys on Pages _____ in the Office of the Register of Deeds for Dane County, Wisconsin, will be benefited through the public infrastructure improvements by the City of Madison.

NOW, THEREFORE, NEW WEI, LLC, hereby declares and provides that Outlot 1 in said Certified Survey Map No. _____, in the City of Madison, Dane County, Wisconsin, is subject to the following conditions and covenants:

1. The owner concurs with the City of Madison's policy to promote the general welfare of the City through the installation of public infrastructure improvements by the City of Madison on Cross Oak Drive, Fortunate Place, Silicon Prairie Parkway, and related utility easements adjacent to said lots to fulfill the requirements related to the Certified Survey Map approval.
2. The owner acknowledges that it is the City of Madison's policy to assess the above described properties the full cost of the infrastructure improvements, as required for the approval of said Certified Survey Map, including inspection, engineering, and supervision costs, grading, storm sewer, sanitary sewer, water main, stormwater management, street, sidewalk, curb and gutter, pavement, street lighting, restoration, and other incidentals as required for the improvements for Certified Survey Map No. _____. After the initial construction of the improved public infrastructure, reconstruction of said road shall be governed by Section 10.09 of the Madison General Ordinances.
3. The owner, its successors and assigns hereby waives all special assessment notices and hearings as required by Section 66.0703(7)(b) of the Wisconsin Statutes and Section 4.09 of Madison General Ordinances and further agrees that the benefits to the above described lot(s) for the construction of said improvements, will be divided proportionately among said lot which it may elect to pay in eight equal successive annual installments.
4. The City of Madison shall have the right annually during the payment period, to place an amount equal to said charge above specified, together with interest on all unpaid balances thereof at the prevailing interest rate on the tax roll to be collected, together with the general taxes in the same manner as if said charge had been levied as a special assessment against the property, and as if said annual amounts were installments of special assessment.
5. In the event of a default in the payment of any of the said annual installments above specified, the collection of the same shall be enforced by the City of Madison by action for debt or by sale of the property for nonpayment of taxes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of April, 2014.



NEW WEI, LLC

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 7 day of April, 2014, the above named

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

Beverly J. Dwyer
NOTARY PUBLIC

My Commission Expires: 4/24/16



This space is reserved for recording data.

Drafted and Return to:

Janet Dailey
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

TAX PARCEL NO.

Outlot 1