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June 2, 2008

VIA EMAIL – DISTRICT13@CITYOFMADISON.COM
AND FIRST-CLASS MAIL

Alderson Julia Kerr
1626 Madison St
Madison, WI 53711-2122

RE: 1501 Monroe Street

Dear Julia:

I have reviewed the draft restrictive covenant (the "Covenant") in light of the Plan Commission action taken on May 5, 2008.

The Covenant states in the last "WHEREAS" clause that the hotel will be constructed in accordance with the plans dated April 18, 2008, and approved by the Plan Commission on May 5, 2008. However, the itemized paragraphs in the "THEREFORE" section refer to portions of that submission to form the substance of the deed restriction. Therefore, rather than "picking and choosing" from the submission, it seems to me that in keeping with the intent of the Covenant that all the physical and operational aspects of the hotel as submitted by the developer and approved by the Plan Commission should be spelled out in the deed restriction as opposed to incorporating only some of the provisions.

In the alternative, if the City and developer conclude that for whatever reason only some of the conditions of approval should be incorporated into the restrictive covenant, my client has the following comments:

1. The most problematic portion of the document as drafted is contained in condition (3) which defines that all access to the hotel is by way of the alley. I am concerned what impact this language could have on the Madison Chinese Christian Church (the "Church") and their parking lot. At a minimum, I would ask that the Covenant be amended so that the developer's use of the alley to access the hotel not encroach on the Church parking lot.

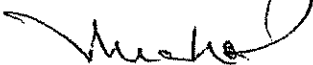
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I hope these comments will be helpful to you.

Sincerely,

DEWITT ROSS & STEVENS s.c.



Michael R. Christopher

MRC:dso

cc: Katherine Noonan, Assistant City Attorney (via email only)
Ronald Trachtenberg, Esq. (via email only)
Thomas Yen (via email only)
Bill Chiu (via email only)
Rosemary Bodolay (via email only)