

**DECLARATION OF CONDITIONS AND COVENANTS AND RESTRICTIONS
WESTGATE REDEVELOPMENT PLAT
CITY OF MADISON, DANE COUNTY, WISCONSIN**

WHEREAS, University Park I LLC, owner of Lot 4, in the Plat known as Westgate Redevelopment Plat in Volume 61-042A of Plats on Page(s) 236-237 in the Office of the Register of Deeds for Dane County, Wisconsin, will be benefited through the installation of street, sidewalk and utility improvements by the City of Madison;

WHEREAS, off-site sanitary sewer capacity upgrades on Dearholt Road are required to serve the proposed development of Lot 4 of the Westgate Redevelopment Plat;

WHEREAS, the cost of the sanitary sewer capacity upgrades required to serve Lot 4 of the Westgate Redevelopment Plat are the financial responsibility of the owner;

WHEREAS, the estimated cost for the Dearholt Rd Resurfacing w/ Utilities project (City Project 13282) to be assessed to the owner(s) is \$474, 260.30.

NOW, THEREFORE, University Park I LLC, hereby declares and provides that Lot 4 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 including, but not limited to, utility and street restoration improvements by the City of Madison within the public right-of-way of Dearholt Road.
2. The owner acknowledges that it is the City of Madison's policy to assess the above described lots the cost of improvements, including inspection, engineering, and supervision costs.
3. The owner acknowledges that it is the City of Madison's policy to assess the above-described lot(s) in accordance with Section 4.09 and 10.09 of the Madison General Ordinance for sidewalk improvements and other improvements within the public right of way of Mendota Street, adjacent to said property that are installed at the benefit of the owner to facilitate the development.
4. 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, which it may elect to pay in eight equal successive annual installments.
5. 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.
6. 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 by and Return to:

Tim Troester
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

TAX PARCEL NO. (See attached)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

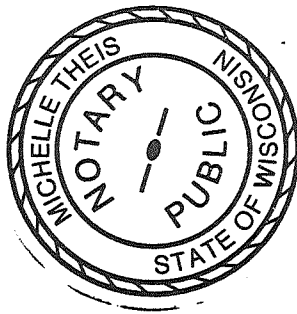
UNIVERSITY PARK I LLC

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 8 day of February, 2021, the above named Jacob Theis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires: 10/15/2022



Lot No. Parcel No.

4 0709-304-0406-0

DECLARATION OF CONDITIONS AND COVENANTS AND RESTRICTIONS
WESTGATE REDEVELOPMENT PLAT
CITY OF MADISON, DANE COUNTY, WISCONSIN

WHEREAS, University Park Acquisitions LLC, owner of Lots 2, 3, 5, and 6, in the Plat known as Westgate Redevelopment Plat in Volume 61-642A of Plats on Page(s) 236-237 in the Office of the Register of Deeds for Dane County, Wisconsin, will be benefited through the installation of street, sidewalk and utility improvements by the City of Madison;

WHEREAS, off-site sanitary sewer capacity upgrades on Dearholt Road are required to serve the proposed development of Lots 2, 3, 5, and 6 of the Westgate Redevelopment Plat;

WHEREAS, the cost of the sanitary sewer capacity upgrades required to serve Lots 2, 3, 5, and 6 of the Westgate Redevelopment Plat are the financial responsibility of the owner;

WHEREAS, the estimated cost for the Dearholt Rd Resurfacing w/ Utilities project (City Project 13282) to be assessed to the owner(s) is \$474, 260.30.

NOW, THEREFORE, University Park Acquisition LLC, hereby declares and provides that Lots 2, 3, 5, and 6, 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 including, but not limited to, utility and street restoration improvements by the City of Madison within the public right-of-way of Dearholt Road.
2. The owner acknowledges that it is the City of Madison's policy to assess the above described lots the cost of improvements, including inspection, engineering, and supervision costs.
3. The owner acknowledges that it is the City of Madison's policy to assess the above-described lot(s) in accordance with Section 4.09 and 10.09 of the Madison General Ordinance for sidewalk improvements and other improvements within the public right of way of Mendota Street, adjacent to said property that are installed at the benefit of the owner to facilitate the development.
4. 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, which it may elect to pay in eight equal successive annual installments.
5. 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.
6. 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.

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Drafted by and Return to:

Tim Troester
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

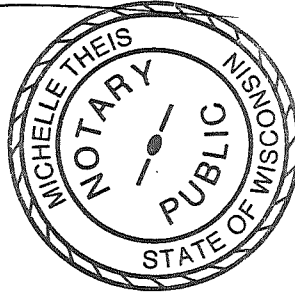
UNIVERSITY PARK ACQUISITIONS LLC

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 8 day of February, 2021, the above named Jacob Klein to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Michelle
NOTARY PUBLIC

My Commission Expires: 10/15/2022



Lot No. Parcel No.

2 0709-304-0404-4
3 0709-304-0405-2

5 0709-304-0407-8
6 0709-304-0408-6