

**USPS CLUSTER BOX EASEMENT AND
INSTALLATION, MAINTENANCE, REPAIR, AND
REPLACEMENT AGREEMENT ("AGREEMENT")**

WHEREAS, Hawthorn & Stone Construction, Inc. (the "Declarant"), a Wisconsin Corporation, is the fee simple owner of real property legally described as follows: Lots One (1) through Seventy-Four (74) (individually a "Lot" and collectively the "Lots"), Plat of Fox Knoll, (the "Plat"), as recorded in Volume 61-097A of Plats, on Pages 576 - 578, as Document Number 5928564, Dane County Registry, located in the NW ¼, of the NE ¼, of Section 20, Township 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin,

WHEREAS, the United States Postal Service ("USPS") requires that the Lots within the Plat (the "Property") receive mail service through the use of Cluster Box Units (each a "CBU"); and

WHEREAS, to facilitate the installation, maintenance, repair and replacement of the CBUs it is required and necessary to have this USPS Cluster Box Easement and Installation, Maintenance, Repair, and Replacement Agreement (the "Agreement") recorded against and binding upon the the Lots.

NOW, THEREFORE, the Declarant does hereby declare, subject, and bind the Lots to the following terms, conditions, and covenants as follows:

1. The Declarant does hereby grant a nonexclusive, perpetual easement on and over Lots 50 and 56, Lots 69 and 74, and Lot 49 as described and shown on the attached Exhibit A (the "Easement Area") for the installation, maintenance, replace, and access of CBUs.
2. The CBU assigned to each Lot is set forth on Exhibit A. The USPS and the Lot owners shall use the CBUs for the delivery and pickup of mail and packages. No Lot owner shall interfere with the use of the Easement Area. If the USPS requires a change of the Lots to be served by a CBU, a copy of the change order shall be recorded at the Dane County Register of Deeds Office, and this Agreement shall be deemed amended accordingly.
3. The Declarant shall be responsible for the initial installation of the CBUs in conformity with the rules and regulations of the USPS.
4. After the initial installation of the CBUs, the Fox Knoll Homeowners Association, Ltd. (the "Association") shall be the owner of the CBUs and shall be responsible for the maintenance, repair, and replacement, as necessary, of the CBUs in conformity with the rules and regulations of the USPS. Such cost shall be a general expense of the Association.

Drafted by and return to:
Robert C. Procter
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

Tax Parcel Nos:
See Attached Exhibit B

5. If the Association is dissolved or otherwise fails to maintain, repair, or replace, as necessary, the CBUs in conformity with the rules and regulations of the USPS, the owners of those Lots assigned to the CBU in need of maintenance, repair or replacement shall be the owners of the CBU and shall bear the responsibility for such maintenance, repair, and replacement in conformity with the rules and regulations of the USPS. Such cost shall be divided equally among the Lots served by the CBU. Any Lot owner who intentionally damages a CBU or whose tenant or occupant damages a CBU shall be responsible for the cost of repair or replacement as necessary.
6. Notice is hereby given that if a CBU is not adequately maintained, repaired, or replaced, the USPS may refuse mail delivery thereto.
7. The Declarant, the Association, or any Lot owner may enforce this Agreement. The successful party in such enforcement action shall be entitled to recover all costs of suit, including reasonable and necessary attorneys' fees.
8. The City of Madison (the "City") shall not be responsible for the installation, maintenance, repair, or replacement of the CBUs. If the City decides to maintain or replace a CBU, the Lots served by the CBU shall be responsible to reimburse the City for such maintenance or replacement costs. If the Lot owners fail to reimburse the City, the City may specially charge the non-reimbursing Lot owners, as provided by state statute and City ordinances.
9. The rights and obligations under this Agreement shall run with the land and be binding upon and inure to the benefit of the Declarant, Association, the Lot owners, and their respective successors and assigns. This Agreement may be amended by the Association, or upon the dissolution of the Association, with the unanimous consent of the Lot Owners, but only with the approval of the City of Madison. Such amendment shall be in writing, executed in recordable form, and recorded in the Dane County Register of Deeds Office.

(Signature Following Page)

EXECUTION PAGE

IN WITNESS WHEREOF, the Declarant has entered into this Agreement as of this ____ day of _____, 2024.

Hawthorn & Stone Construction, Inc.

Janice Faga, Member

Craig Faga, Member

State of Wisconsin)
)ss.
County of Dane)

Personally, came before me this ____ day of _____, 2024, the above-named Janice Faga, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

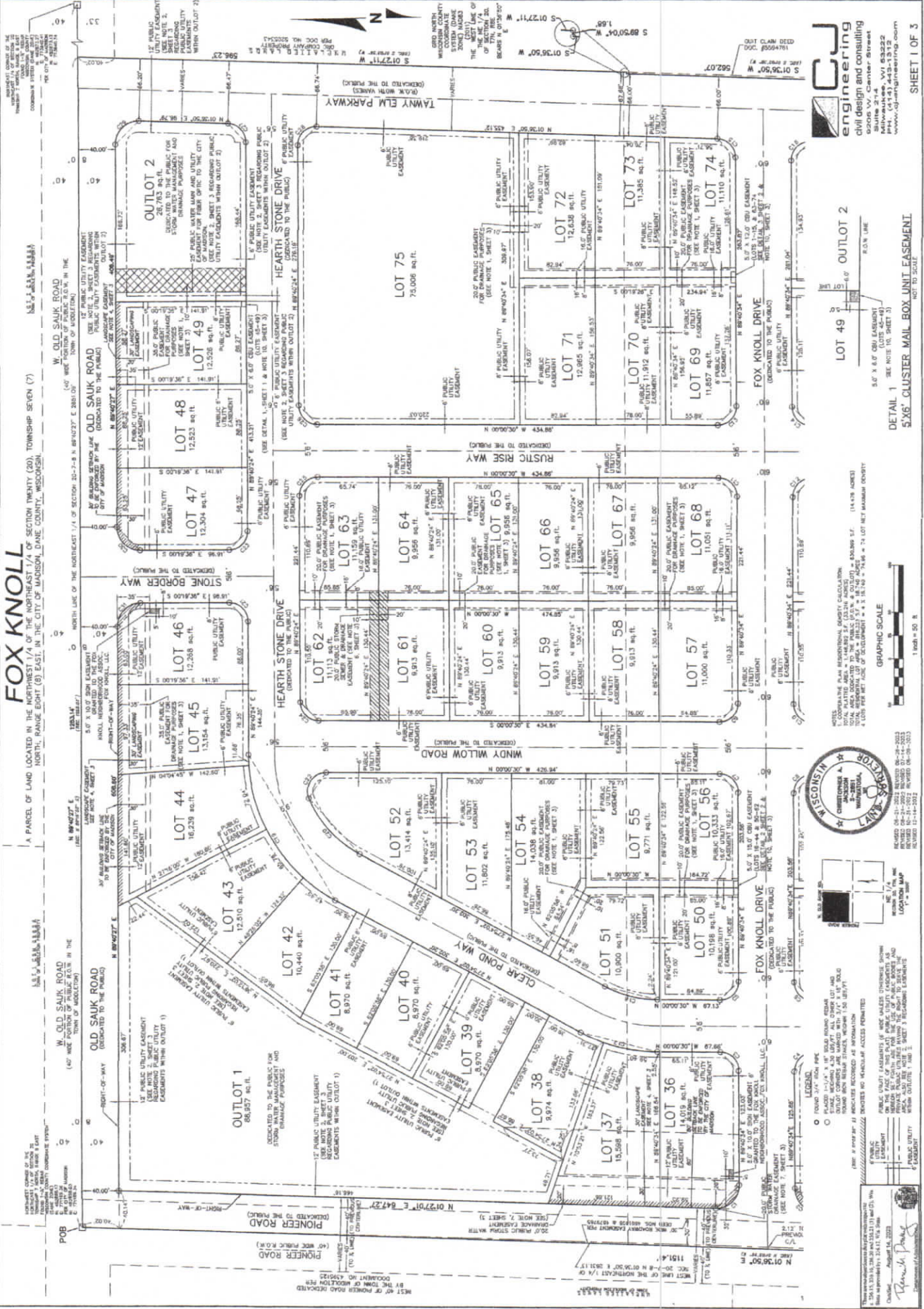
Sign: _____
Print: _____
Notary Public, State of Wisconsin
My Commission: _____

Exhibit A

Document # 5928564

FOX KNOLL

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION TWENTY (20), TOWNSHIP SEVEN (7) NORTH, RANGE EIGHT (8) EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.



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SHEET 1 OF 3
 CJE NO. CJE2019R7-02-FINALPLAT

EXHIBIT B

Lot Number	Parcel Number
1	70820118242
2	70820118234
3	70820118226
4	70820118218
5	70820118200
6	70820118193
7	70820118185
8	70820118177
9	70820118169
10	70820118151
11	70820119208
12	70820119191
13	70820119183
14	70820119175
15	70820119167
16	70820119159
17	70820119141
18	70820119133
19	70820119125
20	70820119117
21	70820120205
22	70820120198
23	70820120180
24	70820120172
25	70820120164
26	70820120156
27	70820120148
28	70820120130
29	70820120122
30	70820120114
31	70820121063
32	70820121071
33	70820121089
34	70820121097
35	70820121104
36	70820122011
37	70820122029
38	70820122037
39	70820122053
40	70820122061
41	70820122079
42	70820122087
43	70820122095
44	70820122102

45	70820122110
46	70820122128
47	70820125015
48	70820125023
49	70820125031
50	70820123069
51	70820123077
52	70820123019
53	70820123027
54	70820123035
55	70820123043
56	70820123051
57	70820124075
58	70820124083
59	70820124091
60	70820124108
61	70820124116
62	70820124124
63	70820124017
64	70820124025
65	70820124033
66	70820124041
67	70820124059
68	70820124067
69	70820126055
70	70820126063
71	70820126071
72	70820126021
73	70820126039
74	70820126047