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 though 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 <u>Exhibit A</u>. 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.
- 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.
- 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 WITNES	SS WHEREOF, th, 2024.	ne Declarant has entered into this Agreement as of this day of
		Hawthorn & Stone Construction, Inc.
		Janice Faga, Member
		Craig Faga, Member
State of Wisconsin)	
County of Dane)ss.)	
Personally, came be Janice Faga, acting instrument and acknown	fore me this in said capacity owledged the sam	day of, 2024, the above-named and known by me to be the person who executed the foregoing the.
		Sign:
		Print: Notary Public, State of Wisconsin My Commission:

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(SEE DEMANDE T. SPEET 3)
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EAGMENT LOT 21

23.0 PAIR EAGMENT

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COT NOTE A SHET 3)

243.06 F. 179.40. 20.0" PUBLIC ENEMBRI FOR DIMHAGE PURPOSE (SEE HOTE 1, SHEET 3) LOT 23 9,315 aq.ft. 2.315 sq.ft. FOX KNOLL DRIVE COST 16-44 & 50-42 O (1972) H 89'59'30" E 121.56" N R8759 30" E LOT 22 S 89'59'30" W 8.0" x 12.0" CBU E/ (LOTS 1-15, A NOTE 10, 5 LOT 26 18 200° MMS 3704 18 200° MMS 3704 18 200° MMS 3704 18 200° MMS 3704 18 200 18 20 LOT 30 9,196 sq.ft. 5.4" 1.50" (2.00 Postupo) / Information (2.00) (2.00 Postupo) / Information (2.00) (2. 2,196 aq.1. Public e'unim EASDADAT LOT 27 -13.0 LOT 56 CLEAR POND WAY CLEAR POUD WAY LOT 50 1 5 LOT 31 sometry 13.586 sq.ft. LOT 36 12,589 aq.ft. FURLIC FURLICY FASEMONT LOT 35 LOT 13,155 LOT C 1 1 2 1 1 E CONTRACTOR OKED NO PIONEER ROAD PIONEER ROAD 1121'41, (VEC N 01.28,20, E) (40, MOK SHIPIC BOW) BIONEE'S BOVD ZUBEN HALL LABARE LAKES

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OMMER'S CERTIFICATE:

MANNORINE & STONE CONSTRUCTION, INC. A CORPORATION DULY ORGANIZZO AND DISTING UNICES AND EST WATER OF THE CHIEF CONTROL DUCS HERBEY CRITIFY THAN SAID CORPORATION CAUSED THE LANGS RESCRIBED ON THIS PLAT TO BE SERVEDED, INNERS, WHYEED, AND DEDICATED AS REPRESENTED ON THIS PLAT.

AAWTHORN & STONE CONSTRUCTION, INC. DOES HEREBY CERTIFY THAT THIS PLAT IS REQUIRED SYZALIO OF SYZALIO WOOD OF SYZALION OF OUR SYZALION OUR SYZALION

DEPARTMENT OF ADMINISTRATION COMMON COUNCIL, CITY OF MADISON

THE'SE PRESENTS TO WINESS WHEREOF, HAWTHORN & STONE CONSTRUCTION, INC HAS CAUSED SIGNED BY ITS OFFICIAL OFFICER(S) OF SAID CORPORATION AT MADIBON.

COMSIN THIS SAIL DAY OF CASH MAN. 20 23.

OFFICER AND SIGNATORY наитнрям & этоме сризтяшстви, по MANCE FAGA , AUTHORIZED

STATE OF WISCONSIN) SS DANE COUNTY)

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MORTGAGEE CERTIFICATE

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STATE OF WISCONSIN) SS DANE COUNTY)

WHO EXECUTED THE FOREGOING PERSONALLY CAME REFORE ME THIS OF DAY OF <u>October</u> 20.33 THE ABOVE NAMED HALL S CAMES. TO ME INJOIN TO BE PERSON(S) INSTRUMENT AND ACKNOMEDICED THE SAME.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. State, as provided by a. 236.12, Wis. State. August 14, 2023 Certified

Yenrich Journe

PUBLIO OF WITE MOTARY PUBLIC, STATE OF MISCONSIN MY COMMISSION EXPIRES 1/2 8024

DAMER'S CERTIFICATE

THE CITY OF MADISON DOES HEREBY CERTIFY THAT THIS PLAT IS RECURED BY \$236.10 OR \$235.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR GBLECTION DEPARTMENT OF ADMINISTRATION COMMON COUNCIL, CITY OF MADISON

CVII design and consulting s205 W. Center Street Sute 214 Milwestee VVI 63222 Phy. (414) 443-1512 www.destinaering.com engineering

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STATE OF MISCONSIN) SS DAME COUNTY)

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MADISON PLAN COMMISSION CERTIFICATE.

APPROVED FOR RECORDING PER THE SECRETARY OF THE CITY OF MADISON PLAN COMMISSION MATTHEW WACHTER, SECRETARY OF PLAN

DATE: 9 CLETTOBER 2023

MADISON COMMON COUNCIL CERTIFICATE:

ENGAGO THAT THE PLAT IN TWO REGISTS. LOCKTOR THE PLAT OF THE SERVICE PROTECTOR THE PROTECTOR THE PROTECTOR THE PROTECTOR THE PLAT OF THE PROTECTOR THE PLAT OF THE PROTECTOR THE PLAT OF THE PLAT OF THOSE PROTECTOR THE PLAT OF THE PLAT OF THOSE PROTECTOR THE PLAT OF THOSE PLAT OF THOSE PLAT OF THOSE PLAT OF THE PLAT OF THOSE PLAT OF THE PLAT OF THOSE P

MARIBER MIZEL-BENL, CITY CLERK, CITY OF MADISON, DANE COUNTY. È DAY OF OLIPPE 54 DATED THIS

CITY OF MADISON TREASURER'S CERTIFICATE.

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WISCONSIN CHAST FRANCIN, CITY TREASURER, CITY OF MADISON, DAVIE COUNTY,

COUNTY TREASURER'S CERTIFICATE.

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ADAM BALLAGHER TREASURER, DANE COUNTY, MISCONSIN

BEGISTER OF DEEDS CERTIFICATE:

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AND RECORDED IN VICTURE IN LAND THAT IS ON PAGES \$716-518. AS OCCUMENT MAKERS \$728564.

PAINET CARBONIS DAY Chostalana Mayer, Bapaity

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

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
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