



**THE CENTER FOR INDUSTRY & COMMERCE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS**

This Amended and Restated Declaration of Covenants, Conditions, And Restrictions is made this 20th, day of December, 2018 (the "Effective Date"), by The City of Madison, as Declarant, and those persons signing below who represent a majority of the members of the Design Review Board (as defined below).

WITNESSETH:

WHEREAS, The Center for Industry & Commerce L.L.C., previously Declarant under the Declaration, executed The Center for Industry & Commerce Declaration of Covenants, Conditions, and Restrictions for the Center for Industry & Commerce and recorded the same with the Dane County Register of Deeds on March 25, 2003 as Document No. 3677132 (the "Declaration"); and

WHEREAS, the Declaration was amended in 2005 by Amendment to the Center for Industry & Commerce Declaration of Covenants, Conditions, and Restrictions recorded on February 23, 2005 with the Dane County Register of Deeds as Document No. 4023951; and

WHEREAS, Article IV of the Declaration establishes a design review board (the "Design Review Board" or "Design Board"); and

WHEREAS, Article X.A. of the Declaration provides that the Declaration may be amended by a written recorded instrument executed by a majority of the Design Review Board and the Declarant, so long as the Declarant continues to hold any interest in the Project described in the Declaration; and

WHEREAS, Article X.F. permits the assignment of rights from the Declarant to another person or entity, and The Center for Industry & Commerce L.L.C. so assigned its rights as Declarant under the Declaration to the City of Madison by recorded document with the Dane County Register of Deeds as Document No. 5007196; and

WHEREAS, the Declaration was further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on July 27, 2017 with the Dane County Register of Deeds as Document No. 5344856; and

WHEREAS, the City of Madison, as Declarant, and the majority of the Design Review Board desire to further amend the Declaration pursuant to the terms of this Amended and Restated Declaration.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5461197
12/20/2018 03:46 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 34

RETURN TO: City of Madison
EDD - Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: See Exhibit A

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NOW, THEREFORE, the Declarant hereby declares that the real estate described in Exhibit A is and shall be held, improved, developed, transferred, sold, conveyed, dedicated, leased, subleased, and otherwise utilized and occupied subject to and in compliance with the terms and provisions of this Declaration.

I. DEFINITIONS

The following definitions shall apply within this Declaration:

Applicant: A person, entity, Owner, or representative of an Owner (such as a developer or architect) who formally submits plans and specifications for land and building development, within the Project (as defined below) limits, to the Board in order for the Board to review and approve, conditionally approve, or disapprove the submission.

Association: The association of Owners described in Article VIII.

Association Board: The Owners Association Board established under Article VIII.

Avigation Easement: An Easement granted to Dane County on August 16, 1996, and recorded on September 9, 1996 as Document No. 2794376, which Easement requires Owner (as defined below) to keep the airspace above the surface of the ground clear from any kind or nature of obstruction beyond certain heights.

Design Board: The Design Review Board established under Article IV.

City: The City of Madison, Wisconsin.

Declarant: The City of Madison and its successors and assigns.

Declaration: This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Project, as it may from time to time be amended or supplemented.

Design Professional: All architects or engineers licensed to practice in the State of Wisconsin, or an individual in the allied professions, such as planning, urban design, landscape architecture, or the like.

Development Site: A Lot or combination of Lots on which improvements are proposed.

Drainage Areas: All stormwater detention basins, retention basins, drainage swales, infiltration areas, detention ponds and other stormwater drainage facilities located upon any Development Site, including, without limitation, the Storm Water Drainage Easement Property and the property subject to the Swale Easements, as those terms are defined in that certain Declaration of Easements executed by the City of Madison and recorded as Document No. 3671349 in Dane County, Wisconsin.

Drainage Swales: The drainage swales described in Article VIII.C.

Improvements: Includes, but is not limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, docks, water lines,

sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

Lot: A platted lot that is contained within the Project.

Master Site Plan: An overall site plan that incorporates and illustrates multiple phases of development at varying time periods, typically for a larger property or multiple parcels or Lots, and that includes the entire property owned by the Owner.

Mortgagee: A mortgagee under a mortgage, or a vendor under a land contract.

Occupant: A lessee or licensee of an Owner, any other person or entity other than an Owner in lawful possession of a lot with the permission of the Owner.

Owner: Any person or entity that is the record owner of fee simple title to any Lot, excluding any entity or person who holds such interests as security for the payment of an obligation, but including land contract purchasers and any Mortgagee in actual possession of a Lot.

Plans: Documents that discuss and illustrate the intended development scheme; drawings, diagrams, scaled-map, a detailed formulation of a program of action, designs for improvements, buildings, or development site.

Project: Shall mean all of the real property now or hereafter made subject to this Declaration.

Record: To file a document with the Office of the Register of Deeds, Dane County, Wisconsin.

Sign: Any structure, device, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

Street: Any public street, highway, road, roadway or thoroughfare within or adjacent to the map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

Trucking Areas: Any trucking, shipping or receiving area subject to Article VI.G.

Violation: An act or omission that results in a violation of any term of this Declaration.

Visible from Neighboring Properties: With respect to any object on a Lot, the condition that results when such object would be visible to a person six (6) feet tall, standing on any part of any adjacent property at an elevation no higher than the elevation of the base of the object being viewed.

Voting Rights: One (1) vote per acre of Development Site area held by any Owner. In determining the number of votes to which an Owner is entitled, fractional parts of an acre shall be equal to fractional parts of one vote.

II. PROPERTY SUBJECT TO THIS DECLARATION

This Declaration shall apply to the real property, known as The Center for Industry & Commerce, located in the City of Madison, Dane County, Wisconsin, described in the attached Exhibit A. (The Center for Industry & Commerce is hereinafter referred to as the "Project".)

III. STATEMENT OF PURPOSE

This Declaration is made with the intention of promoting an integrated land use plan with quality architectural designs, developed through the use of quality and consistent building materials, signage and landscaping, to ensure a pleasant and attractive physical environment within the Project that will preserve the economic and environmental attraction of locating within the Project, and protect and enhance the value of properties within the Project.

The Declarant envisions creating a mixed-use type of business community that encourages efficient use of land at higher densities within the Project to encourage appreciation of the value of the properties and maximize efficient use of public and private infrastructure. The architecture is expected to be contemporary in nature and of enduring attractiveness. This Declaration is made to promote the proper use, development, and maintenance of the Project to ensure that:

- A. The Project is developed in a planned, logical, consistent manner.
- B. The Project will be a continuing asset to the Madison community and a catalyst for future business development.
- C. The Project will set a basic minimum standard of architectural design and quality.
- D. Owners and Occupants of the Improvements within the Project are protected against adjacent developments within the Project that are incompatible and would lower the quality of the property within the Project.
- E. The Project is developed with a sense of quality appropriate for a mixed use industrial and business park.
- F. The Project will promote density and efficient use of the land and avoid sprawl.

IV. DESIGN REVIEW BOARD

A. Creation

Upon recording of this Declaration there shall be created a Design Review Board that shall be responsible for reviewing and approving or denying proposed building plans and specifications, and for enforcing the provisions of this Declaration in accordance with the terms of this Declaration. The Design Review Board is hereinafter referred to as the "Design Board."

B. Functions

1. General. The Design Board shall assist and cooperate with Owners, Design Professionals, and Applicants to assure the orderly and quality development of the Project and has the right to enforce compliance with this Declaration.
2. Administration of Design Review Process. The Design Board shall administer the plan submission process described in Article V below.
3. The Design Board shall review only for compliance with this Declaration. The Owner shall be responsible for compliance with all local, state and federal building codes and relevant laws and regulations.
4. The Design Board shall have the power to make the final decision on issues involving interpretation, clarification and application of the covenants, conditions and restrictions herein contained.

C. Design Board Structure

- 1 Initial Structure. The Design Board shall consist of three (3) members who will be appointed initially as follows:
 - a. Two (2) members appointed by the City, to be appointed by the City's Director of Planning & Community & Economic Development or by his/her designee;
 - b. One (1) member, whom shall be a Design Professional, appointed by the City, to be appointed by the City's Director of Planning & Community & Economic Development or by his/her designee.
2. Ultimate Structure. When fifty-one percent (51%) of the land area within the Project, as the same may be expanded under Article II above, is owned by Owners other than the Declarant, the composition of the Design Board will change to:
 - a. Two (2) members elected by Owners holding a majority of the Voting Rights in the Project, and
 - b. One (1) member, whom shall be a Design Professional, appointed by the City, to be appointed by the City's Director of Planning & Community & Economic Development or his/her designee.

D. Term

Each member of the Design Board appointed by the Declarant shall serve at the Declarant's pleasure. All others shall serve for two (2)-year terms. The term for one of the seats shall begin on January 1 of odd-numbered years and continue through the

second following December 31. The term for the other two seats shall begin on January 1 of even-numbered years and continue through the second following December 31. Any individual appointed as a member by the City shall be limited to serving a maximum of two (2) terms unless an extension is authorized, in writing, by the Declarant. No compensation is required to be paid by the Design Board or the Declarant to the Design Board members, but the Design Board may compensate members at its pleasure, including compensating the Design Professional, while simultaneously not compensating the other members. Where any Design Board member is serving by appointment rather than by election, the party with the power to appoint such Design Board member may appoint a temporary substitute, alternate, and replacement member to serve in the case of the regular Design Board member's absence, conflict of interest, or death.

E. Organization and Notice of Meetings

The Chair of the Design Board shall be the member appointed by the Declarant, and the Chair shall schedule and preside over the Design Board meetings. Once the Declarant no longer has the power to appoint a member, the Chair shall be selected by majority vote of the Design Board. The Design Board's meetings are not open to the public. The Design Board will choose a secretary who will keep the minutes of the meetings. The Design Board may adopt bylaws governing the structure, manner of business, and meeting times and places of the Design Board. The Design Board shall notify, in writing, all the Design Board members at least ten (10) days in advance of Design Board meetings. The attendance of two Design Board members (or alternates appointed under Article IV, Section D., above) shall constitute a quorum. The Design Board may create and adopt more specific guidelines to assist Applicants in drafting plans and specifications, including signage, parking lot lighting, irrigation, awning details, and other design and planning details.

F. Voting Structure

A simple majority vote, defined as two (2) out of the total of three (3) possible votes, shall constitute a decision by the Design Board. Designated Design Board member alternates may vote in place of the original members if so authorized by the party appointing the same under Article IV, Section D., above. The Design Board shall also have the right to act by written consent of two (2) members without a meeting, and such action shall also constitute a decision by the Design Board.

V. PLAN SUBMISSION PROCESS

A. General

1. No landscaping or Improvement may be placed, erected, or altered on any Development Site (including alterations of color) without prior written approval from the Design Board.
2. All applications for plan approval shall be accompanied by a fee reasonably estimated by the Design Board to be sufficient to cover the Design Board's costs of review.

3. Each successive stage of the plan submission process must comply with the conditions of approval given in any previous stage or stages, and must be coordinated with any separate approvals required by public agencies. In case of any conflict between public approvals and approvals given under this Article V, the more restrictive approval will govern; however, it is the responsibility of the Applicant to identify these conflicts in writing to the Design Board.
4. Each Applicant is required to follow the plan submission and approval process set forth in this Article V. The Applicant is responsible for initiating requests and providing all documents and plans necessary to complete the plan submission process in an orderly and reasonable time frame. If an Applicant changes any plan in any respect after the plan has been approved by the Design Board, the Applicant must resubmit the plans as changed to the Board for re-review. If, however, the Design Board conditionally approves any plans, the Applicant may incorporate the Design Board's conditions into the successive plans and need not return the originally approved plans to the Design Board for re-review so long as the Design Board will have the opportunity to review compliance with the Design Board's conditions at the next stage of plan review.
5. If alterations to existing improvements are proposed and are minor in nature, the Applicant may submit less than the normally required information, plans and specifications and may obtain full approval in one or two reviews rather than the normal three (3) steps as described in Section V.D., below.
6. Nothing in this Declaration shall prevent an applicant from resubmitting plans and specifications that were previously disapproved or modifying such plans and specifications and making them a new application for review, so long as a new fee is paid.

B. Guide to the Review Process

1. The review process shall involve three (3) steps:
 - a. Preliminary Concept Plan Review
 - b. Site Plan Review
 - c. Final Construction Plan Review
2. All plans shall include:
 - a. Name of the development.
 - b. Name, address and telephone number of the Applicant.
 - c. Name of Developer.

- d. Name, address and telephone number of the Owner.
 - e. Date of preparation and of any revision.
 - f. Scale and north arrow.
 - g. Legal description.
 - h. Vicinity map.
 - i. Building height plans that are dictated by the Avigation Easement.
 - j. Infiltration plans that adhere to the Regional Planning Commission's infiltration requirements such that individual Development Sites developed within the Project shall have a plan that includes provisions to maximize infiltration of storm water, and, at a minimum, infiltrate all rooftop runoff and provide infiltration trenches for parking areas to accommodate a 1-year storm.
3. Master Site Plan. Submission of a "Master Site Plan" is required only when ultimate site development is planned in stages. When such staged development is planned, the Applicant shall submit a Master Site Plan as part of the Preliminary Concept Plan Review. For the second and future stages of the development, the Applicant may omit the Preliminary Concept Plan Review and proceed directly to the Site Plan Review, assuming the Master Site Plan had received full approval of the Design Board. All plans shall be prepared by registered or licensed Wisconsin Architects, Engineers and/or Landscape Architects.

C. Basis for Approval

Approval of all plan submissions shall be based on compliance with the standards set forth in Articles III, VI, and VII, and subject to a final vote of the majority of the Design Board. The Design Board shall not arbitrarily or unreasonably withhold its approval of such plan submissions. In making its determination under this section, the Design Board shall consider whether or not a proposed development is comparable in design and quality to the existing buildings within the Project.

D. The Review Process

1. Preliminary Concept Plan Review

The Applicant shall electronically submit to the Chair of the Design Board such plans and specifications as the Design Board may, from time to time, require, which may include, but are not limited to the following:

- a. Type and use of improvements, number of building floors, approximate floor plates, footprint, and total square footage.

- b. Generalized vehicular and pedestrian circulation, including connections to public rights-of-way.
- c. Design relationship to adjacent properties, streets, and existing vegetation.
- d. Description of site amenities.

The Preliminary Concept Plan must be reviewed and approved by the Design Board before the Applicant submits plans for Site Plan Review.

2. Site Plan Review

The Applicant shall submit such plans and specifications as the Design Board may, from time to time, require, which may include, but are not limited to, the following:

- a. Site Plans:
 - 1. Site survey, including existing topography, easements and utilities and information regarding required yards and setbacks.
 - 2. Building location and footprint.
 - 3. Building setbacks.
 - 4. Circulation, including pedestrian and vehicular.
 - 5. Lighting.
 - 6. Proposed future grades and drainage.
 - 7. Proposed storm water infiltration measures.
 - 8. Utility locations, including telephone, electricity, gas, sewer, water, storm sewer systems and water quality and quantity management.
 - 9. Parking layout and number of spaces, and number of employees.
 - 10. Service area(s) for truck shipping and receiving including method of screening.
 - 11. Trash and recycling dumpsters, including screening.

12. Signage, including major development identification, circulation, traffic, temporary construction, and financing signage, and temporary "For Lease" signs.
 13. Site amenities, including walking trail easement if appropriate.
- b. Building Plans:
1. Floor plates.
 2. Elevations from at least four (4) compass directions.
 3. Perspective color rendering of all four (4) building elevations.
 4. Building materials, including use, colors and samples.
 5. Roof lines.
 6. Exterior portions of Mechanical (HVAC) system and necessary screening for it.
- c. Landscape Plans:
1. Color conceptual landscape plan indicating plant material, location, quantity, species and initial size.
 2. Catalogue cuts, sketches, or color photographs of site furniture and lighting.

The Site Plan must be reviewed and approved by the Design Board before the Applicant submits plans for Final Construction Plan Review.

3. Final Construction Plan Review

The Applicant shall submit such plans and specifications as the Design Board may, from time to time, require, which may include, but are not limited to the following:

- a. Site Plans
1. Engineering and construction plans, specifications, and grading plans for the site, parking areas, signage and landscaping.
 2. Erosion control plans during construction.
 3. Automatic irrigation plans, if any.

4. Employee guest and required handicap parking.
5. Storm water infiltration plan and storm water management plan including required oil and grease interceptor plans.
6. Construction plans, specifications and elevations for the Improvements as required for engineering and construction for all aspects of a Development Site, (interior plans excluded).
7. The Design Board may require the Applicant to submit renderings that will illustrate the design and development concept of the Development Site, if deemed necessary.

E. Construction Deadlines

If the Applicant does not obtain building permits from the City for Improvements approved by the Design Board within eighteen (18) months of Design Board approval, then the approval shall automatically lapse and the Applicant must successfully complete the design review process set forth in Section V.D., above prior to commencement of construction. Failure to complete construction of Improvements approved by the Design Board within thirty (30) months of building permit issuance for said Improvements shall also result in automatic lapse of the approval and the Applicant must successfully complete the design review process set forth in Section V.D., above prior to commencement of construction. Furthermore, all landscaping to be installed pursuant to the landscape plan approved by the Design Board shall be installed during the same or first growing season that occurs after the substantial completion of the Improvements.

F. Certificate of Completion and Compliance

Each Applicant, upon completion of any Improvements, may request from the Board a written request for a Certificate of Completion and Compliance. Upon receipt of such a request, the Design Board shall complete an inspection of the Improvements to determine compliance with the approvals previously granted by the Design Board. If the Improvements are completed to the satisfaction of the Design Board, the Design Board shall furnish to the Owner a certificate in recordable form certifying the Improvements as being completed to the satisfaction of the Design Board. If the Design Board is not satisfied that the Improvements have been completed in accordance with previous approvals granted by the Design Board, the Design Board shall furnish to the Applicant a written description of any noncompliance, and Applicant shall make all required corrections or modifications.

VI. DEVELOPMENT STANDARDS

The following standards are imposed on the Project:

A. Consolidation or Subdivision of Existing Platted Lots

Consolidation or subdivision of existing platted lots requires the approval of the Design Board.

B. Area, Bulk Coverage, Setbacks and Heights

1. Area. Development Sites shall not be less than one-half (1/2) acre at a minimum.
2. Bulk Coverage. Applicants are encouraged to design Development Sites to include a floor area ratio of more than 0.25.

Note: These setbacks shall be applied to the Development Site, and not to individual Lots.

3. The following minimum building setbacks shall apply:

10 feet in all areas, except along U.S. Highway 51, which is depicted on the final Center for Industry & Commerce Plat.

Note: These setbacks shall be applied to the Development Site, and not to individual Lots.

4. The heights of all buildings shall conform to the requirements of the Avigation Easement. In addition, the Avigation Easement shall be complied with during construction.

C. Buildings and Materials

In keeping with the purpose of this Declaration, the use of building materials shall be regulated as follows:

1. The following materials may be used for the exterior building walls:
 - a. Brick.
 - b. Stone.
 - c. Glass.
 - d. Combination architectural glass and metal panels (curtain wall systems). Standing seam metal siding on facades facing public streets is prohibited.

- e. Architectural precast panels (concrete or synthetic products as parts of curtain wall systems), if colored and detailed architecturally.
- f. Cast-in-place, tilt-up, or structural concrete with integral coloring or texturing, if colored and detailed architecturally.
- g. Decorative concrete masonry units ("split face" blocks).
- h. Metal panels, with hidden fasteners, used as a secondary material and comprising no more than fifty percent (50%) of the façade, not including glazing.
- i. Other uses of metal, copper, or brass as an accent or roofing material only.
- j. Glass block.
- k. At the discretion of the Design Board, other materials not listed here.
- l. All materials permitted under this Section VI.C.1. shall be of comparable value to the majority of those other materials used to construct the existing buildings within the Project.

2. The following materials are strictly prohibited:

- a. Traditional steel or metal-clad buildings, including prefabricated metal buildings.
- b. Exposed, uncolored, untextured concrete and smooth face concrete block.
- c. Stucco, EIFS, Dryvit, or the like, except as an accent.

D. Off-Street Parking

- 1. Number of Parking Spaces. All Development Sites shall have no less than one (1) parking space per employee during any shift, less an estimate of employees that do not drive. Truck shipping and receiving areas will not satisfy the parking requirement. All Development Sites shall provide bicycle parking in a safe and convenient location at ratio of one (1) bike parking space per twenty (20) car parking spaces. All bike racks shall be securely anchored to the ground or building to prevent them from moving.
- 2. Joint Parking. Joint parking areas serving multiple Development Sites may be permitted as approved by the Design Board. Reducing the size of paved areas in the Project is a goal of the Design Board.

3. Required Surfaces. All parking areas shall be surfaced with asphalt, concrete or the equivalent. Parking surfaces shall be complete within nine (9) months of occupancy. All parking lot area striping shall be white in color.
4. Separation from Roadways. Parking areas shall be separated from adjacent roadways by a combination of raised walkways, berms or planting areas. All parking areas shall be appropriately screened in accordance with City of Madison zoning requirements. At a minimum, all corners, edges, and islands of parking lots and access drives shall be bordered with raised curbs, except for connections to pedestrian and bicycle facilities.
5. Lighting. Parking area lighting shall conform to site lighting standards using LED, metal halide, or color-corrected high-pressure sodium fixtures. All outdoor lighting shall conform to Madison General Ordinance Section 10.085.
6. Long-term Parking. Parking areas shall not be used for external storage, vehicular storage or for long-term parking. If an Applicant requires long-term outdoor storage for vehicles, trucks or equipment, such area shall be appropriately screened so as to not be visible from adjacent properties or streets.
7. Any on-street parking within the Project shall comply with all applicable City of Madison ordinances and regulations.

E. Retaining Wall Structures

1. Building Materials. All earth retaining wall structures shall be cast-in-place concrete, stone, boulders, or modular masonry, and consistent with site and building design.
2. Easement Reserved for Benefit of Neighbors. Declarant reserves over each Development Site within the Project a temporary construction easement for the purpose of allowing the Owner of any neighboring Development Site within the Project to construct retaining walls, if necessary, on such neighboring Development Site. Any Owner using any such easement shall be required to restore the area within the easement to its preexisting state, including replacement of landscaping, if necessary.

F. Easement for Pedestrian & Bicycle Path

Declarant memorializes its current and future intent, in its capacity as a municipality, to obtain a ten foot (10') wide easement upon each Development Site that is adjacent to the Hoepker Road or Hanson Road public rights-of-way. Said easement upon each applicable Development Site shall run along the lot line parallel to the adjacent public right-of-way and shall be for the purpose of providing a pedestrian and bicycle path. The City of Madison shall be responsible for constructing and maintaining the pedestrian/bicycle path at its sole cost. The completion of the pedestrian/bicycle path

shall be performed in the sole discretion of the City of Madison. Declarant shall, in its sole discretion, determine the appropriate method for memorializing or securing this interest in the absence of recorded easements.

G. Truck Shipping and Receiving Areas

1. Location. The Owner shall satisfy truck shipping and receiving needs within the side or rear yards. Trucking Areas shall not be allowed along the principal facade of a structure, nor facing public streets (except in the case of a corner lot). Plant material, berming, or constructed walls using the same materials used on adjacent buildings, or a combination thereof, is encouraged to screen Trucking Areas from adjacent use and public rights-of-way. Trucking Areas shall have on-site area for maneuvering and shall be physically separated from any adjacent parking area. All Trucking Areas must be surfaced with asphalt, concrete or the equivalent with appropriate sub-base.
2. Minimum size requirements. Minimum requirements for on-site Trucking Areas are as follows: one (1) loading space shall be provided for buildings over 25,000 square feet of non-office use area; one (1) additional space shall be provided for an area exceeding 25,000 square feet but less than 50,000 square feet; one (1) additional loading space shall be provided for each incremental 50,000 square feet over 50,000 square feet. A loading space shall be defined as either a dock or an at-grade garage door. An exemption may be granted if the building's sole use is office, hotel, or retail.
3. Lighting shall be LED, metal halide, or color-corrected high-pressure sodium. Loading dock areas may have higher intensity illumination. Light sources shall not be visible; cutoff fixtures shall be used.
4. Long-term Parking Prohibited. Trucking Areas shall not be used for external storage, vehicular storage or for long-term parking.

H. Refuse Storage and Loading Areas

Garbage, refuse, and recycling containers shall be concealed and contained within the buildings or shall be located outside the building within the side yards and be consistent with setback limitations within structures constructed for that purpose. Refuse collection areas shall not be permitted along any frontage road and, if not contained within a building, shall be located toward the rear of the Development Site. Refuse collection containers shall be enclosed within a structure, at minimum six feet (6') in height, to completely conceal the collection container. Said enclosure shall be constructed of similar materials as the primary structure and adjacent buildings, excluding the enclosure gates, which may be aluminum, and shall be approved by the Design Board. Rubbish shall not be incinerated on-site except with the written approval of the Association Board. External storage use must comply with all standards throughout the Project. All external storage areas must be screened (100% opacity) from public rights-of-way.

I. Utility and Mechanical Equipment

All utility equipment, mechanical equipment, satellite dishes, and antennas shall be located where such equipment will not be Visible from Neighboring Properties or detract from the overall attractiveness of the Project. Utilities shall be underground. All utility or mechanical equipment mounted on the ground shall be screened with material compatible with its immediate landscaped surroundings. Free hanging wires or utility fixtures hung on poles or similar overhead structures are prohibited, with the exception of free standing, pole mounted, wireless lighting, which is permitted, provided that such light poles shall not be wooden. Satellite dishes shall be located only with the approval of the Design Board so as to not detract from the building's architectural quality.

J. Exterior Lighting

The Applicant shall obtain the Design Board's approval of all exterior lighting plans. All site lighting poles and fixtures (excluding building mounted lighting) shall be aluminum in nature. All site lighting fixtures shall be shielded or use freestanding, cut-off type, white light type fixtures. All lighting shall be soft, non-glare and non-flashing in design and nature, and shall not be seen from public rights-of-ways or from adjacent lots (i.e., no unscreened wall-pack units). Attractive building façade illumination shall be permitted. Neon lighting and lighting with moving parts are prohibited. Security lighting may be used in loading or servicing areas and must conform to the general standards for Development Site lighting. Security lighting intensity may exceed that of parking and exterior accent areas with the approval of the Design Board.

K. Landscape Planting

In addition to complying with all applicable City of Madison zoning requirements, the following minimum landscaping and planting conditions shall also be complied with, but in no event shall compliance violate the conditions of the Avigation Easement. In addition, the use of native plant and tree species is recommended:

1. **Ground Cover.** Any portion of the Development Site not used for Improvements, parking, pavements, or other hard surfaces must be landscaped with canopy and understory trees, shrubs, vines, groundcovers, and/or grass. Parking lot islands may be covered with a non-green material, such as stones, only if trees or shrubs are included. Pavement of parking lot islands is prohibited. All undeveloped property shall have one hundred percent (100%) vegetative coverage to prevent erosion and siltation onto adjacent properties.
2. **Existing Trees.** Approval must be obtained from the Design Board before any living trees of four (4) inch caliper or larger are removed. Said trees shall be relocated on-site or to another Lot within the Project if possible. Approval of the plans does not constitute approval to remove trees unless said trees have been specifically identified on the plan as proposed for removal.

3. Tree Planting Requirement. Landscaping for each site shall include approved shade trees, or shade tree equivalents at the ratio of not less than one (1) tree per forty (40) feet, or fractional part thereof, of the total length of the perimeter Lot lines that define the Development Site. (For example, if an Owner combines two Lots for one project, the perimeter shall be defined as the outer perimeter of the two combined Lots, ignoring the interior lot line between the two Lots.) For purposes of this standard, approved shade trees are deciduous trees of at least three (3) inches in caliper including any of the following:

- a. Kentucky Coffeetree.
- b. Basswood species -Tilia. (American Basswood, Tilia Americana, is prohibited.)
- c. Hackberry.
- d. Maple (except ginalla, silver, and Norway maple).
- e. Oak.
- f. Honeylocust, thornless.
- g. Ginkgo.
- h. Others approved by the Board.

Shade tree equivalents may be substituted for required shade trees. A shade tree equivalent may be one (1) coniferous tree or two (2) ornamental trees of at least eight (8) feet in height or one and a half (1.5) inches minimum in caliper. The following coniferous trees may be utilized to fulfill the requirement:

- a. Fir.
- b. Pine.
- c. Spruce.
- d. Others approved by the Board.

4. Entrance Landscaping. Lots adjacent to the Project entrances may be subject to additional landscaping requirements to emphasize entry into the Project, as depicted on attached Exhibit B.

L. Irrigation

Automatic underground irrigation systems are encouraged, but not required, for all turf and landscaped areas, and if employed, may only be activated between the hours of 5:00 p.m. and 8:00 a.m.

M. Signage

1. General Standards. An Applicant or Owner shall obtain the Design Board's approval of all signage plans, including both temporary and permanent signage of any kind or nature, including any proposed changes to existing signage before such signage is posted or erected on a Development Site. It is the intent of the Design Board to provide appropriate signage of a consistent and tasteful nature. Signage shall be shown on site plans in detail. All applications for signage review by the Design Board shall include complete plans and specifications describing the design including, but not limited to, all sizes, materials, typeface, graphic symbols, logos, colors, and illumination proposed. Placement shall be based on best position for viewing and best visual relationship to the Development Site and structure. Signage regulated by the Design Board includes, but is not limited to, both temporary and permanent signs of the following types:

a. Temporary Signs:

1. Signs for the purpose of describing a construction project.
2. Signs for advertising the sale or rental of a Development Site or building.

b. Permanent Signs:

1. Informational or directional signs, including vehicular control signs.
2. Corporate (building) identification signs.
3. Multi-tenant (building) identification signs.

2. Specific Signage Guidelines.

- a. Maximum Number of Building Identification Signs. No more than three (3) permanent building identification signs are allowed for each Development Site. A maximum of two (2) permanent building identification signs may be ground mounted and one (1) or two (2) may be building-mounted. Development Sites with more than one (1) street frontage shall be allowed one (1) additional permanent building identification sign.

- b. Maximum Number of Temporary Signs. Temporary signs for any activity are limited to three (3) signs per Development Site and each temporary sign shall not exceed 128 square feet in area. Temporary signs shall be removed immediately at the conclusion of the activity described on said sign.
- c. Purposes of Temporary Signage. Only temporary signage of the type described in Article VI.M.1.a., above may be used. All other temporary signage (including, without limitation, signage identifying providers of financing, construction, or real estate services) is prohibited except with the written approval of the Design Board. This prohibition shall not apply to Declarant or entities under common control with Declarant prior to the time the Project is fully developed.
- d. Maintenance. All signs shall be maintained by the property Owner and kept in good repair at all times. The Design Board (or its directed representative) shall have the right to remove approved signage in disrepair as well as remove signage that was not approved by the Design Board and the Owner shall be invoiced for the cost of said repair or removal. Damaged signs may be replaced with exact replicas of the original signs without additional review by the Design Board.
- e. Requirements for Permanent Signage. All permanent signage is subject to the following requirements:
 - 1. The principal identification sign for a building may be illuminated, either internally or externally, although backlighted/internal lighting is preferred.
 - 2. The design shall be coordinated with the building's architecture.
 - 3. Informational and directional signs for Development Sites shall use messages or symbols to inform, direct, or control the movement of pedestrians and vehicles.
 - 4. Informational and directional signs shall be provided in the least number necessary to convey their intended purpose.
 - 5. The Design Board will maintain specific standards on the informational and directional signage, number required, and the size of signs.
 - 6. Each driveway access shall have one (1) "Stop" sign mounted on a 2" x 2" aluminum post. ("U-channel" posts are prohibited in the Project.)
 - 7. An identification sign shall be erected at the primary entrance to each Development Site. This sign shall be a monument-

type structure not more than six feet (6') higher than typical surrounding finished grade. This sign shall be sited to preserve a "vision triangle" for vehicles entering and leaving the Development Site.

8. The Design Board may establish a monument sign standard for the Project.
 9. Permanent signs shall identify the company occupying the Development Site only, and shall not advertise products or services available from said company.
 10. Permanent signs may include company graphics or logo and the building's street address.
 11. Pole-mounted pylon signs and panel-type signs are prohibited.
 12. The horizontal base of the permanent signs must be affixed directly to the ground or to a concrete base in the ground.
 13. Each single-occupant building shall be permitted up to two (2) signs affixed to the building. Said sign shall be comprised of individual characters each independently affixed to the building or attached to a raceway. Single panel signs are prohibited.
- f. Signage for Multi-Tenant Development Sites.
1. Subject to approval by the Design Board, a uniform signage package may be developed for multi-tenant developments located within the Project. The uniform signage package shall include a signage system for identifying individual tenants that is fully integrated into the architectural design and materials of the multi-tenant building.
 2. Multi-tenant buildings are allowed one (1) sign affixed to the building per tenant.
 3. Service areas, doors and docks may additionally include single-line signs with letters not to exceed six inches (6") in height, designating the name of the tenant being serviced.
- g. Project Signage. In addition to the above signage, the Declarant may develop:
1. a ground-mounted, monumental sign identifying the overall plat name and located within the Project and adjacent to U.S. Highway 51 and

2. ground-mounted Project signs at each major entrance to the Project.

N. Fences. Fences are prohibited within the Project, unless the Design Board grants a variance under one of the following conditions:

1. The Applicant demonstrates a legitimate security and safety requirement that requires fencing and no other solution is available.
2. Screening requirements can be met only through the use of fencing, such as for refuse containers or to screen truck parking areas. Chain-link fencing with or without plastic strips shall be prohibited.
3. During construction for safety and security.

If the Design Board permits fencing under any of these conditions, the design of the fencing, including, but not limited to, height, length, materials, finish, and design shall be subject to Design Board review and approval.

O. Temporary Structures

Temporary buildings, construction trailers, or structures shall be permitted on the construction site only during the actual construction time period and shall be removed immediately after the completion of construction, unless a variance is granted by the Design Board.

P. Maintenance and Repair

1. Maintenance Required. Each Owner shall be responsible for maintaining its Improvements and grounds in such a manner that promotes a safe, clean, and attractive environment for employees, visitors, and adjacent property owners. Improvements shall be maintained reasonably close to their original appearance. Owners shall also be responsible for upkeep of common areas on their Development Sites, including any public easements for pedestrians, such as pedestrian paths, exercise paths, etc. and the adjoining areas within the public right-of-ways, and shall be responsible for maintenance of any pedestrian paths that the Owner is required to construct. Recommended standards for horticultural care of trees, shrubs, and turf shall be adhered to, so as to ensure healthy plant material, including regular watering, fertilizing and pruning schedules. Notwithstanding the foregoing, the City of Madison (and not the individual Owners) will be responsible, at its sole cost, for the maintenance of the pedestrian/bike path referenced in Article VI.F., in the manner described in this paragraph.
2. Trash removal. Regular maintenance is required to prevent the accumulation of debris. Removal of trash and rubbish from the site shall be timely and periodic.

3. Maintenance during Construction Construction sites shall be kept free of rubbish, scrap and construction materials. Trailers and the like shall be kept in a neat and orderly manner. Construction site erosion shall be managed in conformance with the law.
4. Maintenance of Undeveloped Sites. Undeveloped land on a site shall be landscaped for temporary or holding use with turf maintained in a manner compatible with the provisions of these design and development standards, once ownership is conveyed by the Declarant.
5. Maintenance of Drainage Swales. The Association shall maintain all aspects of The Center for Industry & Commerce's Drainage Swales. Such maintenance shall follow the guidelines included in the Declaration of Easements executed by the City of Madison and recorded as document No. 3671349 in Dane County, Wisconsin.
6. Disposing of Materials. Disposing of any material on any portion of the Project other than Owner's Lot is strictly prohibited. Owners shall be allowed to place boulders found during construction on the boulder pile located in the Project. Each Owner shall remove all excess materials from the Owner's Lot to a location other than the Project at the Owner's sole cost and expense. Declarant shall have the right, but not the obligation, to keep any such excess material. If Declarant exercises its right to keep any such excess material, Owner shall remain responsible for all costs associated with moving such excess material.

Q. Sidewalks, Street Lighting and Mailboxes.

1. Sidewalk Installation. Each Owner shall be responsible for installing a sidewalk along all public streets. The sidewalk shall be installed at the time of building construction.
2. Street Lighting. Each Owner shall be responsible for including a conduit underneath each driveway in the terrace area (i.e., the area between the sidewalk and the street) to be used for street lighting throughout the Project.
3. Mailboxes. Each Owner shall be responsible for installing a mailbox approved by the Design Board. The Design Board has approved the mailbox that can be ordered on mailboxes.com, titled "Mail Package Drop-Front and Rear Access-Green, unit number 4375GR." To the extent that the aforementioned mailbox is no longer available, the Design Board reserves the right to select a similar standard.

VII. PERFORMANCE REGULATIONS

All of the following uses in the Project shall comply with the following regulations as well as be in compliance with appropriate Wisconsin statutes and chapters of the Wisconsin administrative code.

A. Noise

At no point in the Project shall the sound level outside of a building of any individual operation exceed the limits shown in the following table without the express written approval of the Design Board:

Maximum Sound level/dB
75 dB
At all times

Where any individual operation is adjacent to a residential, conservancy, wetland, PCD, PUD or Mobile Home Zoning District.

65 dB
Measured at the lot line at all times

B. Air Contaminants

No smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, vapors, odors, toxic or radioactive substance, waste or particulate, solid, liquid or gaseous matter shall be introduced into the outdoor atmosphere alone or in any combination, in such quantities and of such duration that they would interfere with the safe and comfortable enjoyment of life or property or any use permitted in this Project.

C. Liquid and Solid Waste

No wastes shall be discharged into a storm water or roadside ditch or Drainage Area except clear and non-polluted water.

D. Electrical Emission

There shall be no electrical emission beyond the property line that would adversely affect any other use.

E. Glare and Heat

There shall be no reflection or radiation, directly or indirectly, of glare or heat beyond the boundary of any property line under any conditions, if it would adversely affect or annoy any other user within the Project.

F. Vibration

There shall be no operation or activity that would cause ground-transmitted vibrations in excess of the limits set forth below, beyond the boundary of this Project under any conditions nor beyond the property line if it would adversely affect any other use within the Project.

Frequency/Hz	Max. Displacement/inches
0-10	0.0008
10-20	0.0005
20-30	0.0002
30-40	0.0002
40+	0.0001

VIII. OWNERS' ASSOCIATION.

A. Membership

Every Owner in fee simple of each Lot shall automatically be deemed to be a member of the Owner's Association ("Association"). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Members shall be entitled to one (1) vote for every square foot of Lot area owned. When more than one person holds any interest in any Lot, then all such persons shall be members of the Association. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any Lot than the number of votes assigned to such Lot under this section.

B. Board of Directors

The affairs of the Association shall be governed by a Board of Directors ("Association Board") consisting of three (3) persons. The initial structure of the Association Board shall be comprised of three (3) persons appointed by Declarant, to be appointed by the City's Director of Planning & Community & Economic Development or by his/her designee. At such time where fifty-five percent (55%) of the land area within the Project is owned by Owners other than the Declarant, the Association Board shall be comprised of one (1) member elected by Owners holding a majority of the Voting Rights in the Project and two (2) members appointed by Declarant, to be appointed by the City's Director of Planning & Community & Economic Development or by his/her designee. At such time where seventy-five percent (75%) of the land area within the Project is owned by Owners other than the Declarant, the Association Board shall be comprised of two (2) members elected by Owners holding a majority of the Voting Rights in the Project and one (1) member appointed by Declarant, to be appointed by the City's Director of Planning & Community & Economic Development or by his/her designee, unless Declarant elects to waive its right to appoint an Association Board member, in which event the third member shall also be elected by Owners holding a majority of the Voting Rights in the Project. Within one hundred eighty (180) days of the date that Declarant ceases to own any interest in the Project, the Association shall hold a meeting, and the members shall elect all three (3) directors.

C. Obligations of the Association

The Association shall be responsible for the exclusive management, maintenance, and control of the Drainage Swales, as depicted on the attached Exhibit C, and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary

condition, order and repair. The Association shall have easements for access to all of the foregoing areas to the extent necessary to carry out its obligations described in this Declaration. The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents. If no Association exists, then all functions of the Association shall be carried out by the Owners.

D. Damage or Destruction

In the event any portion of the Drainage Areas is damaged or destroyed by the owner of any Lot, or any of its guests, tenants, licensees or agents, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

E. General Annual Charge

All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, for the purpose of defraying costs and expenses of the Association in carrying out its stated purposes and functions and for maintaining and improving the Drainage Swales and any other common areas. The general charge shall be sufficient to raise an amount that, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs) and for establishing reasonable reserves for future repairs and replacements. Such charges shall be paid annually to the Association on or before March 1 of each year. All assessments shall be levied among all Lots and in accordance with the proportion that the square footage of each Lot bears to the total square footage of all Lots. All Lots shall also be subject to special assessments to defray the costs incurred by the Association under Article VIII, Section D, or to cure any other defaults under this Declaration by, or to exercise any remedies under this Declaration against, any Owner. Special assessments may be levied directly against the Lot on which the damage or destruction described in Article VIII, Section D or violation has occurred.

F. Collection

The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of eighteen percent (18%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any first-lien mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall prevent or impede the collection of lawful charges, taxes or similar charges by the City. The Association may commence an action against any Owner personally

obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, as a proceeding to enforce a lien under Section 779.70, *Wisconsin Statutes*, or as a proceeding to enforce a condominium lien under Chapter 703, *Wisconsin Statutes*. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, attorneys' fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

IX. ENFORCEMENT

In case of any violation of any provision of this Declaration that continues for a period of thirty (30) days following delivery of notice to the Owner of the Development Site on which the violation is alleged to be occurring, then Declarant (so long as it holds any interest in any land in the Project), the Association, the City of Madison, the Design Board and any other Owner shall have the right, by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the City of Madison to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. Furthermore, the Design Board, Association and the Declarant shall each have the right to correct the violation itself and recover reimbursement by the party who has been in violation of the Declaration for all costs incurred, including but not limited to the costs of correction, legal fees, Design Board members' time, costs of enforcement and all other costs whether direct or indirect. In the case any legal action is brought to enforce this Declaration, and such action proceeds to final, unappealed judgment, then the losing party shall reimburse the prevailing party for the prevailing party's legal fees.

X. ADDITIONAL PROVISIONS

A. Duration, Modification, and Termination

This Declaration may be amended by a written recorded instrument executed by a majority of the Association Board (and Declarant, so long as Declarant continues to hold any interest in the Project). Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Development Site for a period of thirty (30) years from the date this Declaration is initially recorded. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years. Declarant shall have the unilateral right, exercisable by executing and recording a document exercising such right, to subject additional lands to this Declaration, in which case the additional lands shall be part of the Project.

B. Variations

The Design Board may grant a variance from any of the prescribed criteria herein, from time to time where such variances will assist in carrying out the intent and spirit

of this Declaration. A variance, once granted, does not set a precedent, and is given with the intention of keeping the overall welfare of the Project in mind and following the spirit of the Declaration. Approval of any variance request requires a unanimous affirmative vote by the Design Board. Notwithstanding the foregoing, when a variance is for the proposed use of a building material that is in direct conflict with Article VI.C., and said material comprises twenty-five percent (25%) or more of the proposed building's overall costs, then an affirmative vote by at least sixty-five percent (65%) of the Owners shall also be required to approve the variance.

C. Acceptance of Conditions

The Declarant and each Owner, present and future, by virtue of acquiring property within the Project, consent to all provisions contained within this Declaration and agrees to abide by them as long as they run with the land.

D. Waiver of Prosecution

Neither the Design Board, the Declarant, nor any member, employee, or agent of either shall be liable to any Owner, Occupant, Applicant or other party submitting plans for approval or to any other party by reason of mistake in judgment, negligence, or misfeasance arising out of or in connection with the approval, conditional approval, disapproval, or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, any Applicant submitting such plans, and any Owner or any Occupant, agrees not to bring any action or suit to recover any damages against the Design Board or Declarant or any member, employee, or agent of said Design Board or Declarant for any act or omission in administering the provisions of this Declaration. Each Owner or Occupant by virtue of occupying land within the Project agrees not to bring any action or suit against the Design Board or Declarant.

E. Invalidation

If one or more provision of this Declaration is ruled invalid by judgment or court order, the remaining provisions shall not be affected and shall remain in full force.

F. Assignment of Rights of Declarant

All rights of the Declarant may be assigned by written recorded instrument to any other person or other entity at any time. Following such assignment, the assignee shall be the Declarant for all purposes under this Declaration.

G. Notices

Any notices or other communications to the Design Board required by this Declaration shall be given via registered or certified mail, to the Design Board at the following address:

The Center for Industry & Commerce Owners Association
P.O. Box 2364

Madison, Wisconsin 53701-2364

or such other address as may be designated in a document recorded by Design Board with the Dane County Register of Deeds. Notices to any Owner shall be given to the Owner either at the address of the Development Site owned by such Owner or at the address listed in the records of the City of Madison assessor as the address to which property tax bills for the Development Site are to be sent. All notices shall be deemed given three (3) days after the same have been sent, via registered or certified mail, to the party.

H. Successors and Assigns

This Declaration shall benefit, and be binding upon, Declarant and all Owners and their respective successors and assigns as owners of any lands within the Project, and shall run with the land.

IN WITNESS OF ALL THE ABOVE, Declarant has executed this Declaration as of the Effective Date.

[Signatures begin on following page]

RES-18-00710, File ID No. 53034, adopted by the Common Council of the City of Madison on September 25, 2018.

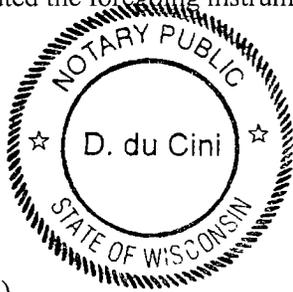
Drafted by the City of Madison Office of Business Resources

CITY OF MADISON

By: [Signature]
Paul R. Soglin, Mayor

By: [Signature]
Maribeth Witzel-Behl, City Clerk

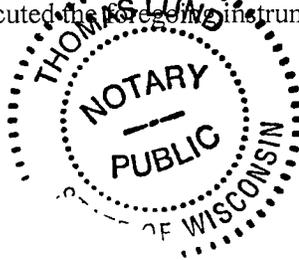
Personally came before me this 18th day of December, 2018, the above-named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, State of Wisconsin
D. du Cini
Print or Type Name
My Commission: 10.20.2020

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 18th day of December, 2018, the above-named ~~Maribeth Witzel-Behl~~ Jim Verrick, City Clerk of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, State of Wisconsin
THOMAS LUND
Print or Type Name
My Commission: 05/24/2019

SIGNATURES CONTINUED ON FOLLOWING PAGE

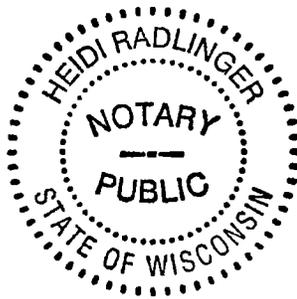
MEMBERS OF THE DESIGN REVIEW BOARD

Ruth Rohlich

By: Ruth Rohlich

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 18th day of December, 2018, the above-named Ruth Rohlich of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

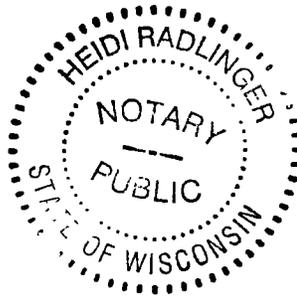


Heidi Radlinger
Notary Public, State of Wisconsin
Heidi Radlinger
Print or Type Name
My Commission: expires 8/21/2020

Rebecca Cnare
By: Rebecca Cnare

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 18th day of December, 2018, the above-named Rebecca Cnare of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



Heidi Radlinger
Notary Public, State of Wisconsin
Heidi Radlinger
Print or Type Name
My Commission: expires 8/21/2020

All lots located in
The Center for Industry
& Commerce

EXHIBIT A

Tax Parcel Numbers

<u>PLAT LOT NUMBER</u>	<u>PARCEL NUMBER</u>
1	0810-163-0301-8
2	0810-163-0302-6
3 & 4	0810-163-0303-4
5, 6 & 7	0810-163-0306-8
8	0810-163-0308-4
9-20	0810-162-0119-7
27	0810-162-0207-0
28	0810-162-0208-8
51	0810-162-0401-8
52	0810-162-0402-6
53	0810-162-0403-4
54	0810-162-0404-2
55	0810-162-0405-0
56	0810-162-0406-8
57	0810-162-0407-6
58	0810-162-0408-4
59	0810-162-0501-6
60	0810-162-0502-4
61	0810-162-0503-2
83 & 84	0810-162-0622-0
85 & 86	0810-162-0624-6
87	0810-163-0101-2
88	0810-163-0102-0
89 & 90	0810-163-0103-8
91	0810-163-0105-4
92	0810-163-0106-2
CSM 14573 Lot 4	0810-162-0628-8
CSM 14573 Lot 1	0810-162-0627-0
CSM 14832 Lot 2	0810-162-0217-9
CSM 14573 Lot 3	0810-162-0318-5
CSM 14701 Lot 1	0810-162-0215-5
CSM 14832 Lot 1	0810-162-0216-1

EXHIBIT A

Legal Description

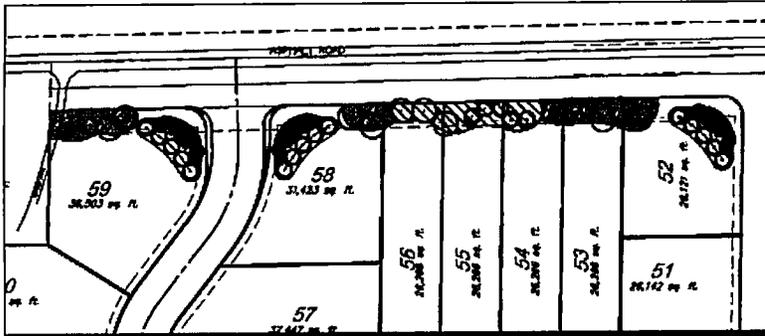
Lands located in part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NW 1/4, part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 of the SW 1/4, all in Section 16, T8N, R10E, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 16; thence N89°04'44"E, along the North line of the said NW 1/4, 199.66 feet; thence S00°55'16"E, 110.13 feet; thence N87°24'59"E, along the South line of Hoepker Road, 54.05 feet; thence S70°58'58"E, along the said South line, 52.04 feet; thence N78°23'56"E, along the said South line, 42.23 feet to the point of beginning; thence continuing N78°23'56"E, along the said South line, 73.84 feet; thence N72°11'20"E, along the said South line, 147.32 feet; thence N89°04'44"E, along the said South line, 389.52 feet; thence S01°10'21"W, 165.84 feet; thence N89°32'56"E, 340.07 feet; thence N01°10'12"E, 168.63 feet; thence N89°04'44"E, along the said South line of Hoepker Road, 840.75 feet; thence 40.14 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 91°59'44" and a long chord bearing S44°55'24"E, 35.97 feet to the point of tangency thereof; thence S01°04'28"W, 880.27 feet; thence 198.71 feet along the arc of a curve to the right having a radius of 1134.00 feet, a central angle of 10°02'24" and a long chord bearing S06°05'40"W, 198.46 feet to the point of tangency thereof; thence S11°06'52"W, 23.48 feet; thence S78°53'08"E, 66.00 feet; thence S80°31'47"E, 468.82 feet; thence S55°27'15"E, 650.77 feet; thence S44°23'14"W, 194.05 feet; thence S38°49'06"W, 209.04 feet; thence S33°38'41"W, 168.69 feet; thence S23°23'29"W, 1238.11 feet; thence S00°48'45"W, 274.34 feet; thence S81°42'54"E, 34.89 feet; thence S03°55'11"E, 192.23 feet; thence S08°41'29"E, 256.51 feet; thence S89°39'51"W, along the south line of the said NE 1/4 of the SW 1/4, 1153.02 feet; thence N00°51'23"E, along the West line of the said NE 1/4 of the SW 1/4, 1319.64 feet; thence N01°01'53"E, along the West line of the said SE 1/4 of the NW 1/4, 305.74 feet; thence S89°40'34"W, 1067.86 feet; thence N04°20'43"W, 505.51 feet; thence N01°16'48"E, 155.11 feet; thence N04°03'19"W, 410.61 feet; thence N04°09'37"E, 301.18 feet; thence N08°12'22"E, 303.85 feet; thence N16°43'06"E, 441.77 feet; thence N04°10'27"E, 97.64 feet to the point of beginning.

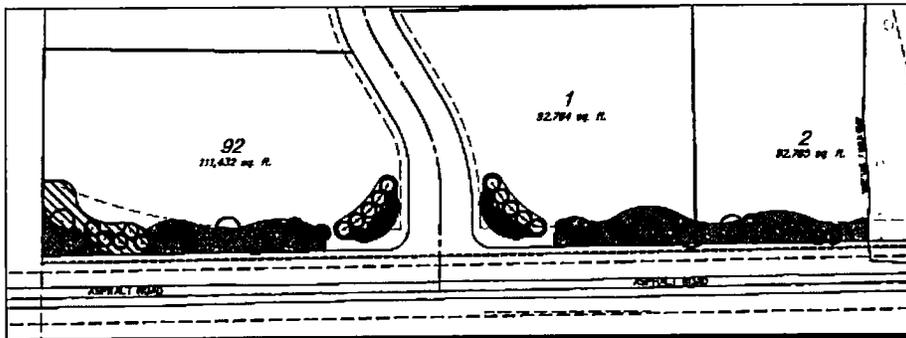
Containing 7,040,067 square feet or 161.6177 acres, more or less.

EXHIBIT B

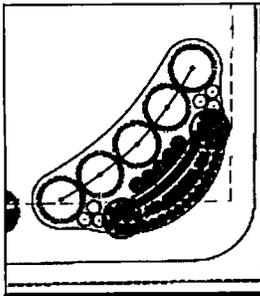
Entrance Landscape Plan



Northern Frontage Landscape Plan Not to Scale



Southern Frontage Landscape Plan Not to Scale



Typical Entry Landscape Plan Not to Scale

PLANT LIST

- | | |
|---|---|
| <ul style="list-style-type: none"> ○ DECIDUOUS TREE (3" Cal. Min.)
VARIETIES: Oak, Maple, Blue Oak (Site dependent), Honeylocust, Magnolia (Site dependent), Linden, or others approved by the Board. ● EVERGREEN TREE (8' Min. Hgt.)
VARIETIES: Fir, or others approved by the Board. ○ EVERGREEN TREE (8' Min. Hgt.)
VARIETIES: Spruce or others approved by the Board. ⊗ ORNAMENTAL TREE (1.5" Cal. Min.)
VARIETIES: Crabapple, Cherry, Dogwood, Flowering Quince, Forsythia, Redbud, or others approved by the Board. ●○ LARGE DECIDUOUS SHRUB (60 Gallon Min.) ●● SMALL DECIDUOUS SHRUB (60 Gallon Min.) ●●● EVERGREEN SHRUB (60 Gallon Min.) — PERENNIALS AND ORNAMENTAL GRASSES (60 Gallon Min.) | <ul style="list-style-type: none"> NATIVE GRASS MIX LANDSCAPE BERM (4'-6" Hgt., Final Grading to be submitted to the Board) |
|---|---|

DATE: 2015.10.12
DRAWN: JCW

ENTRY FEATURES LANDSCAPE PLAN

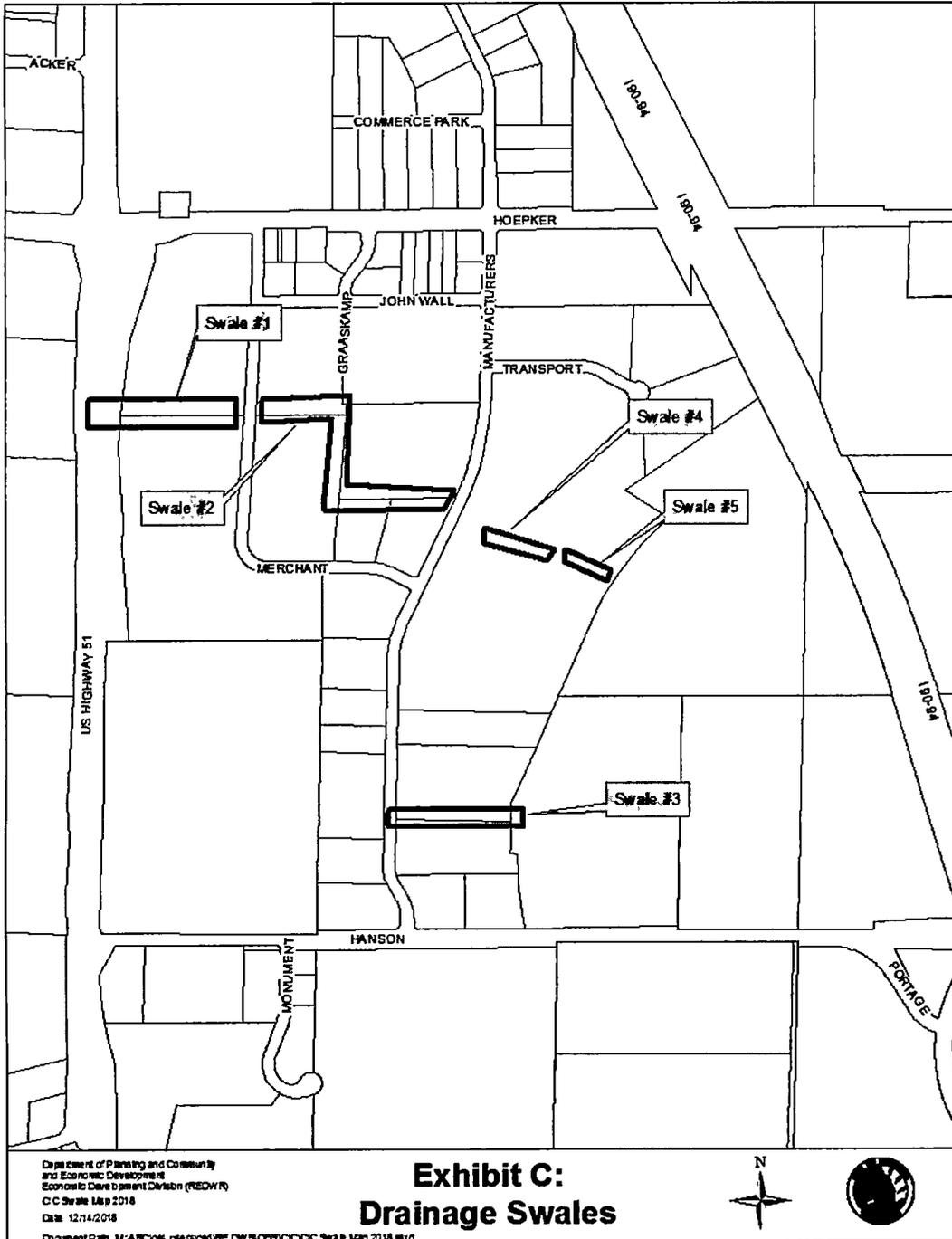


Viewers are advised to ignore the illegible text on this exhibit. It is presented to show spatial relationships only.

Authorized by.

EXHIBIT C

Drainage Swales



Disclaimer: Map is intended to show the general location of drainage swales and related infrastructure both above ground and below ground. Recorded easement documents should be consulted for any final determination of infrastructure facilities.