

**APPLICATION FOR  
URBAN DESIGN COMMISSION  
REVIEW AND APPROVAL**

**AGENDA ITEM #** \_\_\_\_\_  
**Project #** \_\_\_\_\_  
**Legistar #** \_\_\_\_\_

DATE SUBMITTED: 11/14/2012  
UDC MEETING DATE: 11/28/2012

**Action Requested**  
☐ Informational Presentation  
☒ Initial Approval and/or Recommendation  
☒ Final Approval and/or Recommendation

PROJECT ADDRESS: 1113 N. Sherman Avenue (Sherman & Aberg)

ALDERMANIC DISTRICT: 12

OWNER/DEVELOPER (Partners and/or Principals) <u>Joseoh Alexander, Pres., The Alexander Company</u> <u>145 E. Badger Road, Suite 200</u> <u>Madison, WI 53713</u>	ARCHITECT/DESIGNER/OR AGENT: <u>Iconica</u> <u>901 Deming Way</u> <u>Madison, WI 53717</u>
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CONTACT PERSON: Mark Lane, Iconica  
Address: 901 Deming Way  
Madison, WI 53717  
Phone: (608) 664-3552  
Fax: (608) 664-3535  
E-mail address: mark.lane@iconicacreates.com

**TYPE OF PROJECT:**  
(See Section A for:)

- ☐ Planned Unit Development (PUD)  
    ☐ General Development Plan (GDP)  
    ☐ Specific Implementation Plan (SIP)  
☐ Planned Community Development (PCD)  
    ☐ General Development Plan (GDP)  
    ☐ Specific Implementation Plan (SIP)  
☐ Planned Residential Development (PRD)  
☒ New Construction or Exterior Remodeling in an Urban Design District \* (A public hearing is required as well as a fee)  
☐ School, Public Building or Space (Fee may be required)  
☐ New Construction or Addition to or Remodeling of a Retail, Hotel or Motel Building Exceeding 40,000 Sq. Ft.  
☐ Planned Commercial Site

(See Section B for:)

- ☐ New Construction or Exterior Remodeling in C4 District (Fee required)

(See Section C for:)

- ☐ R.P.S.M. Parking Variance (Fee required)

(See Section D for:)

- ☐ Comprehensive Design Review\* (Fee required)  
☐ Street Graphics Variance\* (Fee required)  
☐ Other \_\_\_\_\_

\*Public Hearing Required (Submission Deadline 3 Weeks in Advance of Meeting Date)

Where fees are required (as noted above) they apply with the first submittal for either initial or final approval of a project.

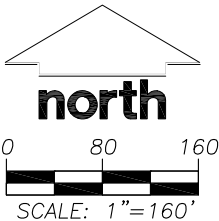
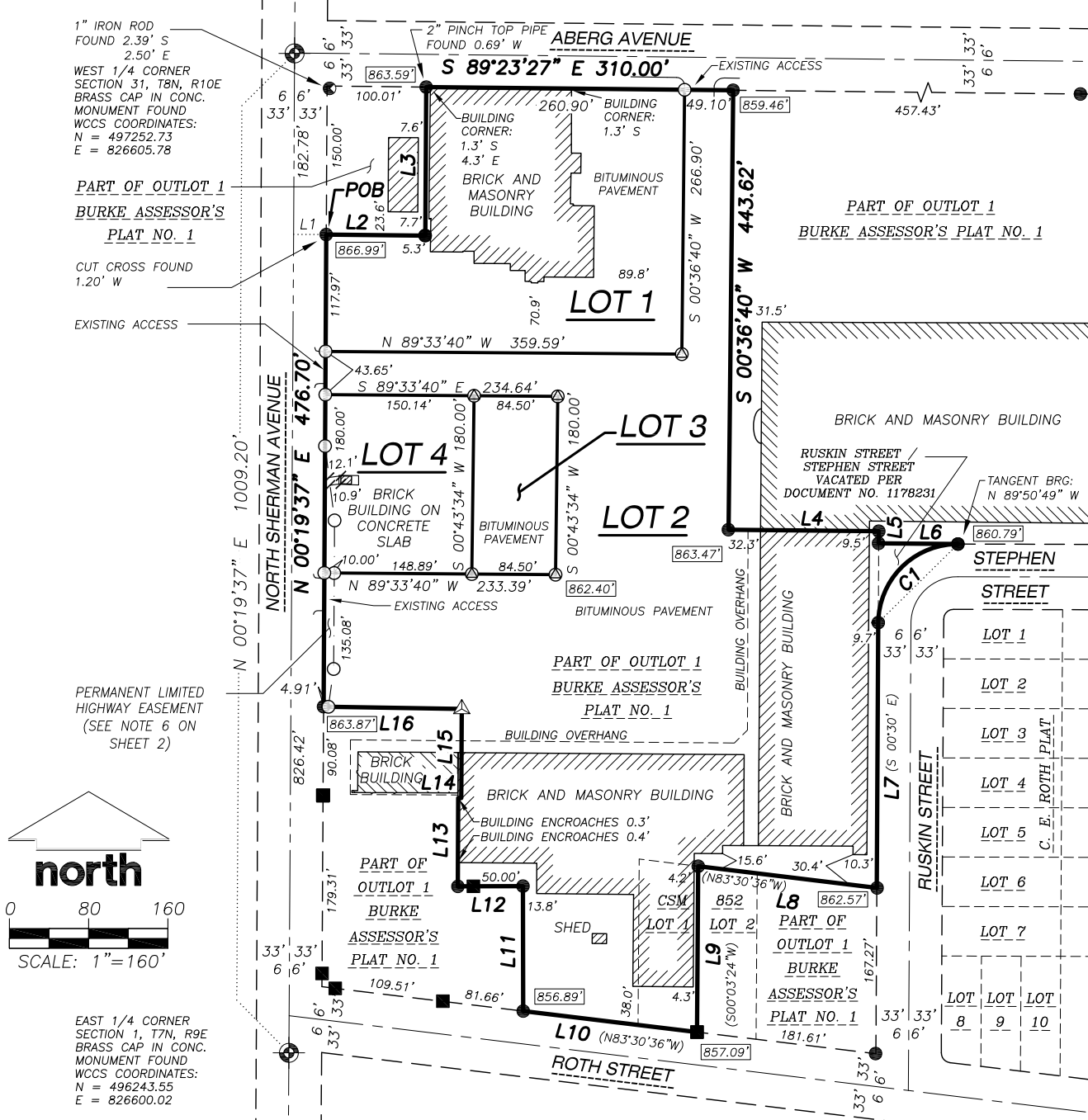
PLEASE PRINT!

PLEASE PRINT!

PRELIMINARY

CERTIFIED SURVEY MAP NO.

A REDIVISION OF LOT ONE (1), CERTIFIED SURVEY MAP NO. 852, PART OF OUTLOT 1 OF BURKE ASSESSOR'S PLAT NO. 1, AND PART OF RUSKIN STREET AND STEPHEN STREET, NOW VACATED, ALL LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-ONE (31), TOWN EIGHT (8) NORTH, RANGE TEN (10) EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR SET (1.50 LBS/LF)
- MAG NAIL SET
- CUT CROSS SET
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- IRON PIPE FOUND (SIZE NOTED)
- 1 1/4" REBAR FOUND
- PK/MAG NAIL FOUND
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT LINE
- BUILDING
- ELEVATION AT LOT CORNER
- RECORDED INFORMATION

NOTES

- BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, 2007.
- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF MARCH 16, 2009.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- SEE SHEET 2 OF 5 FOR EASEMENT DETAILS.
- SEE SHEET 3 OF 5 FOR DRAINAGE EASEMENT DETAILS.

TABLE OF LOT AREAS

LOT	SQUARE FEET	ACRES
1	81,342	1.867
2	244,048	5.603
3	15,210	0.349
4	26,913	0.618

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	125.34'	80.23'	89°30'50"	112.98'	S 45°23'46" W

LINE TABLE

LINE	LENGTH	BEARING
L1	33.00'	S 89°40'23" E
L2	100.00'	S 89°23'27" E
L3	150.00'	N 00°19'50" E
L4	151.65'	S 89°24'38" E
L5	12.26'	S 00°18'57" W
L6	80.00'	S 89°31'25" E
L7	267.85'	S 00°18'57" W
L8	181.62'	N 83°05'13" W
L9	167.44'	S 00°24'04" W
L10	176.75'	N 83°06'14" W
L11	126.10'	N 00°07'14" W
L12	65.83'	S 89°50'49" W
L13	89.19'	N 00°19'37" E
L14	3.00'	S 89°05'30" E
L15	90.00'	N 00°19'37" E
L16	139.50'	N 89°05'23" W

PREPARED BY:

JSD Professional Services, Inc.  
Engineers • Surveyors • Planners

161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608)848-5060

PREPARED FOR:

NORTHGATE VENTURES LLC  
145 E. BADGER ROAD, #200  
MADISON, WI 53713

PROJECT NO: 09-3564

FILE NO: B-155

FIELDBOOK/PG: 216/143

SHEET NO: 1 OF 6

SURVEYED BY: MSO

DRAWN BY: SO/JK/PRK

CHECKED BY: JK

APPROVED BY: -

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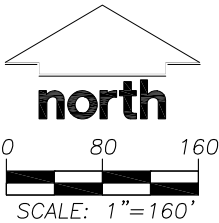
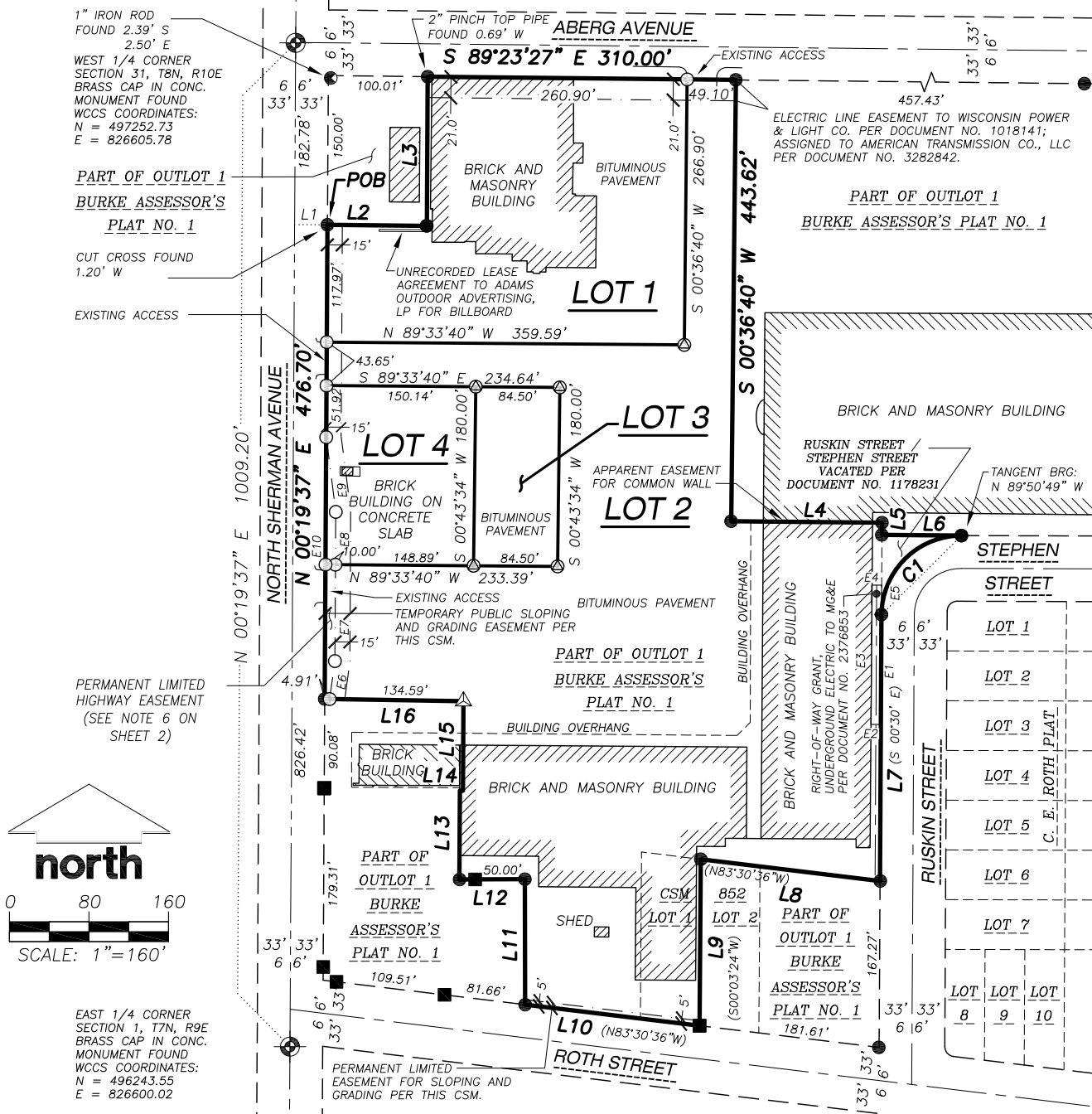
DOC. NO.

C.S.M. NO.

PRELIMINARY

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A REDIVISION OF LOT ONE (1), CERTIFIED SURVEY MAP NO. 852, PART OF OUTLOT 1 OF BURKE ASSESSOR'S PLAT NO. 1, AND PART OF RUSKIN STREET AND STEPHEN STREET, NOW VACATED, ALL LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-ONE (31), TOWN EIGHT (8) NORTH, RANGE TEN (10) EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR SET (1.50 LBS/LF)
- MAG NAIL SET
- CUT CROSS SET
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
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NOTES

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- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF MARCH 16, 2009.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- SEE SHEET 1 OF 5 FOR LOT DIMENSIONS.
- THIS PROPERTY IS SUBJECT TO DECLARATION OF PARKING AND ACCESS EASEMENT AS CONTAINED IN DOCUMENT NO. 4500321. SAID EASEMENT IS NOT PLOTTABLE.
- PER THE CITY OF MADISON: "THE PERMANENT LIMITED HIGHWAY EASEMENT AREA CREATED BY THIS CSM SHALL BE DEDICATED FREE SIMPLE TO THE CITY OF MADISON AT NO COST UPON REQUEST BY THE CITY ENGINEER WHEN SITE CONTAMINANTS ARE CLEAN. THERE SHALL BE NO PRIVATE CONSTRUCTION OF BUILDINGS OR IMPROVEMENTS PERMITTED BY THE CITY OF MADISON WITHIN THIS EASEMENT AREA PRIOR TO DEDICATION."
- THE TEMPORARY PUBLIC SLOPING AND GRADING EASEMENT SHALL TERMINATE UPON COMPLETION OF NORTH SHERMAN AVENUE ROAD IMPROVEMENTS.

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
E1	110.45'	S 00°18'57" W
E2	10.00'	N 89°50'49" W
E3	140.00'	N 00°18'57" E
E4	10.00'	S 89°50'49" E
E5	29.55'	S 00°18'57" W
E6	38.53'	N 07°55'20" E
E7	96.92'	N 00°19'39" E
E8	53.08'	N 00°19'39" E
E9	75.68'	N 07°16'01" W
E10	263.16'	N 00°19'42" E

EASEMENT DETAILS

PREPARED BY:

JSD Professional Services, Inc.  
Engineers • Surveyors • Planners

161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608)848-5060

PREPARED FOR:

NORTHGATE VENTURES LLC  
145 E. BADGER ROAD, #200  
MADISON, WI 53713

PROJECT NO: 09-3564

FILE NO: B-155

FIELDBOOK/PG: 216/143

SHEET NO: 2 OF 6

SURVEYED BY: MSO

DRAWN BY: SO/JK/PRK

CHECKED BY: JK

APPROVED BY: -

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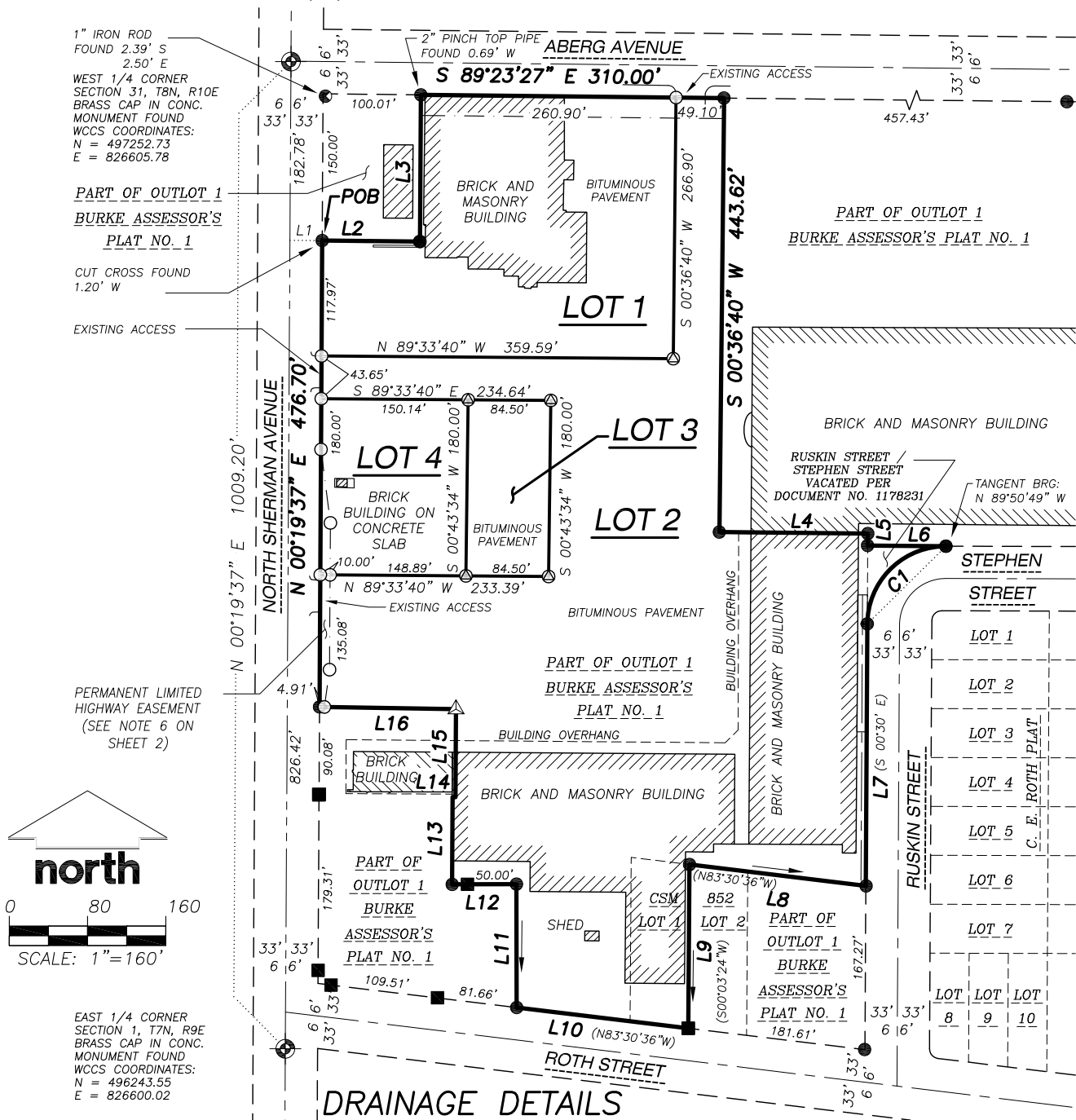
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DRAINAGE DETAILS

LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR SET (1.50 LBS/LF)
- MAG NAIL SET
- CUT CROSS SET
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
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NOTES

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- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF MARCH 16, 2009.
- SEE SHEET 1 OF 5 FOR LOT DIMENSIONS.
- ARROWS INDICATE THE DIRECTION OF SURFACE DRAINAGE SWALE AT INDIVIDUAL PROPERTY LINES. SAID DRAINAGE SWALE SHALL BE GRADED WITH THE CONSTRUCTION OF EACH PRINCIPAL STRUCTURE AND MAINTAINED BY THE LOT OWNER UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER. ELEVATIONS GIVEN ARE FOR PROPERTY CORNERS AT GROUND LEVEL AND SHALL BE MAINTAINED BY THE LOT OWNER. ALL LOTS WITHIN THIS SURVEY ARE SUBJECT TO A PUBLIC EASEMENT FOR DRAINAGE PURPOSES WHICH SHALL BE A MINIMUM OF 6 FEET IN WIDTH MEASURED FROM THE PROPERTY LINE TO THE INTERIOR OF EACH LOT EXCEPT THAT THE EASEMENT SHALL BE 12 FEET IN WIDTH ON THE PERIMETER OF THE CERTIFIED SURVEY MAP. EASEMENTS SHALL NOT BE REQUIRED ON PROPERTY LINES SHARED WITH GREEN WAYS OR PUBLIC STREETS. NO STRUCTURES MAY BE CONSTRUCTED WITHIN SAID EASEMENT AND NO OTHER OBSTRUCTIONS TO DRAINAGE, INCLUDING LANDSCAPING ARE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER. EXISTING STRUCTURES WITHIN THIS EASEMENT AS SHOWN ON THIS SURVEY ARE NOT SUBJECT TO REMOVAL.
- IN THE EVENT OF A CITY OF MADISON PLAN COMMISSION AND/OR COMMON COUNCIL APPROVED REDIVISION OF A PREVIOUSLY SUBDIVIDED PROPERTY, THE UNDERLYING PUBLIC EASEMENTS FOR DRAINAGE PURPOSES ARE RELEASED AND REPLACED BY THOSE REQUIRED AND CREATED BY THE CURRENT APPROVED SUBDIVISION.
- LOTS 1, 2, 3 AND 4 OF THIS CERTIFIED SURVEY MAP ARE SUBJECT TO DECLARATION OF RECIPROCAL STORMWATER MANAGEMENT EASEMENT RECORDED AS DOCUMENT NUMBER 4716877.

PREPARED BY:

JSD Professional Services, Inc.  
Engineers • Surveyors • Planners

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PREPARED FOR:

NORTHGATE VENTURES LLC  
145 E. BADGER ROAD, #200  
MADISON, WI 53713

PROJECT NO: 09-3564

FILE NO: B-155

FIELDBOOK/PG: 216/143

SHEET NO: 3 OF 6

SURVEYED BY: MSO

DRAWN BY: SO/JK

CHECKED BY: DRS

APPROVED BY: -

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LEGAL DESCRIPTION

A REDIVISION OF LOT ONE (1), CERTIFIED SURVEY MAP NO. 852, PART OF OUTLOT 1 OF BURKE ASSESSOR’S PLAT NO. 1, AND PART OF RUSKIN STREET AND STEPHEN STREET, NOW VACATED, ALL LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY–ONE (31), TOWN EIGHT (8) NORTH, RANGE TEN (10) EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 00°19’37” WEST ALONG THE CONNECTING LINE BETWEEN THE SAID W1/4 CORNER AND THE E1/4 CORNER OF SECTION 1, T7N, R9E, 182.78 FEET; THENCE SOUTH 89°40’23” EAST, 33.00 FEET TO THE EAST RIGHT–OF–WAY LINE OF NORTH SHERMAN AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH 89°23’27” EAST, 100.00 FEET; THENCE NORTH 00°19’50” EAST, 150.00 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF ABERG AVENUE; THENCE SOUTH 89°23’27” EAST ALONG THE SAID SOUTH RIGHT–OF–WAY LINE, 310.00 FEET; THENCE SOUTH 00°36’40” WEST, 443.62 FEET; THENCE SOUTH 89°24’38” EAST, 151.65 FEET; THENCE SOUTH 00°18’57” WEST, 12.26 FEET; THENCE SOUTH 89°31’25” EAST, 80.00 FEET TO A POINT OF NON–TANGENT CURVE ON THE NORTH RIGHT–OF–WAY LINE STEPHEN STREET; THENCE SOUTHWESTERLY 125.34 FEET ALONG THE ARC OF AN 80.23 FOOT RADIUS CURVE TO THE LEFT SUBTENDED BY A LONG CHORD BEARING SOUTH 45°23’46” WEST, 112.98 FEET TO THE WEST RIGHT–OF–WAY LINE OF RUSKIN STREET; THENCE SOUTH 00°18’57” WEST ALONG THE SAID WEST RIGHT–OF–WAY LINE, 267.85 FEET; THENCE NORTH 83°05’13” WEST, 181.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°24’04” WEST ALONG THE EAST LINE OF SAID LOT 1, 167.44 FEET TO THE NORTH RIGHT–OF–WAY LINE OF ROTH STREET; THENCE NORTH 83°06’14” WEST ALONG THE SAID NORTH RIGHT–OF–WAY LINE, 176.75 FEET; THENCE NORTH 00°07’14” WEST, 126.10 FEET; THENCE SOUTH 89°50’49” WEST, 65.83 FEET; THENCE NORTH 00°19’37” EAST, 89.19 FEET; THENCE SOUTH 89°05’30” EAST, 3.00 FEET; THENCE NORTH 00°19’37” EAST; 90.00 FEET; THENCE NORTH 89°05’23” WEST, 139.50 FEET TO THE EAST RIGHT–OF–WAY LINE OF NORTH SHERMAN AVENUE; THENCE NORTH 00°19’37” EAST ALONG THE SAID EAST RIGHT–OF–WAY LINE, 476.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 367,513 SQUARE FEET OR 8.437 ACRES.

SURVEYOR’S CERTIFICATE

I, HANS P. JUSTESON, WISCONSIN LAND SURVEYOR S–2363, DO HEREBY CERTIFY THAT BY DIRECTION OF NORTHGATE VENTURES LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

HANS P. JUSTESON, S–2363 DATE  
WISCONSIN LAND SURVEYOR

CORPORATE OWNER’S CERTIFICATE

NORTHGATE VENTURES LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON AND ALSO CAUSED SUCH RIGHTS AND INTERESTS OF THE PUBLIC AS SHOWN HEREON TO BE CONVEYED. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF MADISON FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID NORTHGATE VENTURES LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, THE PRESIDENT OF THE ALEXANDER COMPANY, INCORPORATED, THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 201\_\_\_\_.


NORTHGATE VENTURES LLC

BY: \_\_\_\_\_  
JOSEPH M. ALEXANDER, PRESIDENT,  
THE ALEXANDER COMPANY, INCORPORATED

STATE OF WISCONSIN) ss  
COUNTY OF DANE ) ss

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 201\_\_\_\_,  
THE ABOVE NAMED JOSEPH M. ALEXANDER, PRESIDENT OF THE ABOVE NAMED  
ALEXANDER COMPANY, INCORPORATED TO ME KNOWN TO BE THE PERSON WHO  
EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, DANE COUNTY, WISCONSIN MY COMMISSION EXPIRES

PREPARED BY:  161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 PHONE: (608)848–5060	PREPARED FOR:  NORTHGATE VENTURES LLC 145 E. BADGER ROAD, #200 MADISON, WI 53713	PROJECT NO: 09–3564	SURVEYED BY: MSO	VOL. _____ PAGE _____ DOC. NO. _____ C.S.M. NO. _____
		FILE NO: B–155	DRAWN BY: SO/JK	
		FIELDBOOK/PG: 216/143	CHECKED BY: DRS	
		SHEET NO: 4 OF 6	APPROVED BY: —	

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PRELIMINARY

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MORTGAGEE’S CERTIFICATE

WBEDF SUBSIDIARY CDE I, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING AS REPRESENTED HEREON AND ALSO CONSENTS TO THE CONVEYANCE OF SUCH RIGHTS AND INTERESTS OF THE PUBLIC AS SHOWN HEREON, OVER THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF HANS P. JUSTESON, WISCONSIN LAND SURVEYOR, AND CONSENTS TO THE ABOVE CERTIFICATE OF THE OWNERS.

IN WITNESS WHEREOF, WBEDF SUBSIDIARY CDE I, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY JAMES H. HEGENBARTH, PRESIDENT OF PARK BANK, WHICH IS THE MANAGING MEMBER OF DEVELOPMENT FUND, LLC, WHICH IS THE MANAGING MEMBER OF WBEDF SUBSIDIARY CDE I, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

WBEDF SUBSIDIARY CDE I, LLC

\_\_\_\_\_  
(SIGNATURE) JAMES H. HEGENBARTH,  
PRESIDENT, PARK BANK  
STATE OF WISCONSIN) ss  
COUNTY OF DANE ) ss

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, THE ABOVE NAMED JAMES H. HEGENBARTH, PRESIDENT OF PARK BANK AND TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS THE MANAGING MEMBER OF SAID WBEDF SUBSIDIARY CDE I, LLC, AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES \_\_\_\_\_

CONSENT OF CORPORATE LESSEE

ADAMS OUTDOOR ADVERTISING LLP, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LESSEE, HAVING A LEASEHOLD INTEREST IN THE PROPERTY LOCATED IN THIS CERTIFIED SURVEY MAP HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF NORTHGATE VENTURES LLC, OWNER.


IN WITNESS WHEREOF, THE SAID ADAMS OUTDOOR ADVERTISING LLP. HAS CAUSED THESE PRESENTS TO BE SIGNED BY RICHARD STEELE, ITS VICE PRESIDENT OF ASSET MANAGEMENT AND DEVELOPMENT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
RICHARD STEELE, VICE PRESIDENT OF ASSET MANAGEMENT AND DEVELOPMENT

STATE OF WISCONSIN)  
DANE COUNTY ) SS  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, RICHARD STEELE, VICE PRESIDENT OF ASSET MANAGEMENT AND DEVELOPMENT OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENT OF ASSET MANAGEMENT AND DEVELOPMENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, \_\_\_\_\_  
WISCONSIN (Seal)

MY COMMISSION EXPIRES \_\_\_\_\_

PREPARED BY:  161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 PHONE: (608)848-5060	PREPARED FOR:  NORTHGATE VENTURES LLC 145 E. BADGER ROAD, #200 MADISON, WI 53713	PROJECT NO: 09-3564 FILE NO: B-155 FIELDBOOK/PG: 216/143 SHEET NO: 5 OF 6	SURVEYED BY: MSO DRAWN BY: SO/JK CHECKED BY: DRS APPROVED BY: _____	VOL. _____ PAGE _____ DOC. NO. _____ C.S.M. NO. _____
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PRELIMINARY

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CITY OF MADISON COMMON COUNCIL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HEREBY APPROVED BY ENACTMENT NUMBER RES–09–00621, FILE ID NUMBER 15233, ADOPTED ON THE 7TH DAY OF JULY, 2009, AND THAT SAID ENACTMENT FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS DEDICATED AND RIGHTS CONVEYED BY SAID CERTIFIED SURVEY MAP TO THE CITY OF MADISON FOR PUBLIC USE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF MADISON, DANE COUNTY WISCONSIN

CITY OF MADISON PLAN COMMISSION CERTIFICATE

APPROVED FOR RECORDING PER SECRETARY OF THE CITY OF MADISON PLAN COMMISSION.

\_\_\_\_\_  
MARK A. OLINGER  
SECRETARY, CITY OF MADISON PLAN COMMISSION

\_\_\_\_\_  
DATE

OFFICE OF THE REGISTER OF DEEDS

\_\_\_\_\_ COUNTY, WISCONSIN

RECEIVED FOR RECORD \_\_\_\_\_,

20 \_\_\_\_ AT \_\_\_\_\_ O’CLOCK \_\_\_\_ M AS

DOCUMENT # \_\_\_\_\_

IN VOL. \_\_\_\_\_ OF CERTIFIED SURVEY

MAPS ON PAGE(S) \_\_\_\_\_ .

\_\_\_\_\_  
REGISTER OF DEEDS

PREPARED BY:

**JSD** Professional Services, Inc.  
• Engineers • Surveyors • Planners

161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608)848–5060

PREPARED FOR:

NORTHGATE VENTURES LLC  
145 E. BADGER ROAD,  
#200  
MADISON, WI 53713

PROJECT NO: 09–3564

FILE NO: B–155

FB/PG: 216/143

SHEET NO: 6 OF 6

SURVEYED BY: MSO

DRAWN BY: SO/JK

CHECKED BY: DRS

APPROVED BY: \_\_\_\_\_

J:\2009\093564\dwg\09–3564\_P–csm–4 lot.dwg

Document Number	<b>DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS</b> Title of Document
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This Declaration of Easements, Covenants, and Restrictions (the "Declaration") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by Northgate Ventures, LLC, a Wisconsin Limited Liability Company (**"Declarant"**).

### W I T N E S S E T H :

**WHEREAS**, Declarant owns the real property described in Exhibit "A," attached hereto and incorporated herein by reference (the **"Shopping Center"**), with each individual property being referred to by the lot number designated in Exhibit "B", attached hereto and incorporated herein by reference (the **"CSM"**) and collectively referred to herein as the **"Lots"**; and

Name and Return Address:  
Attorney Gregory J. Paradise  
Mohs, MacDonald, Widder & Paradise  
20 North Carroll Street  
Madison, Wisconsin 53703

\_\_\_\_\_  
(Parcel Identification Numbers)

**WHEREAS**, Declarant wishes to impose upon the Lots certain easements, covenants, conditions and restrictions for the benefit of the Shopping Center.

**NOW, THEREFORE**, the parties hereby grant, declare, create and impose the following easements, covenants, conditions and restrictions on the Shopping Center.

### **ARTICLE I** **DEFINITIONS**

**Section 1.1    Access Drives.** The term "Access Drives" shall mean the Access Drives denoted as such in the site plan attached hereto as Exhibit "C" and incorporated herein by reference (the **"Site Plan"**).

**Section 1.2    Common Facilities.** The term "Common Facility" or "Common Facilities" shall mean the Access Drives, Parking Areas and Stormwater Facilities.

**Section 1.3    Detention Facilities.** The term "Stormwater Facilities" shall mean all underground storm sewer pipe and any detention or drainage areas serving the Shopping Center and all other stormwater facilities located on the Shopping Center, whether or not depicted in the Site Plan.

**Section 1.4    Occupant.** The term "Occupant" shall mean and include the fee owner of any Lot (an **"Owner"**), a mortgagee in possession, a vendee under land contract, or a land lessee

of all or any part of a Lot. In the event any Lot shall be hereinafter further subdivided, each subdivided Lot shall be deemed a Lot hereunder, and all definitions herein shall be applicable to said subdivided Lot, including but not limited to the foregoing definition of Occupant. Notwithstanding the foregoing or anything else set forth herein, if all or any part of a Lot shall be divided by means of a condominium the Association of Unit Owners shall be deemed the Occupant hereunder, and individual Condominium Unit Owners and their mortgagees shall be deemed Permittees, as that term is defined below.

**Section 1.5 Permittees.** The term "Permittees" shall mean and refer to all franchisors, mortgagees, customers, tenants, employees, contractors, subcontractors, licensees and other business invitees of Occupants.

**Section 1.6 Other Terms.** Other terms which are capitalized herein, but which are not defined in this Article I shall be as defined in the body of this Declaration.

## **ARTICLE II**

### **GENERAL TERMS AND CONDITIONS**

**Section 2.1 General Terms.** Each of the easements created in this Declaration shall be, unless specifically noted otherwise, perpetual, non-exclusive, and intended for the benefit of the Occupants of each Lot and their Permittees. No Occupant or Permittee shall be entitled to take any action which impairs, diminishes, interferes, obstructs, delays or prevents any other Occupant or Permittee from making use of any easement herein created.

**Section 2.2 No Merger.** Notwithstanding an Occupant's ownership of more than one Lot, the easements granted hereunder shall burden and benefit each Lot individually, without merger as a result of such common ownership, and upon conveyance of a Lot so that such Lot ceases to be under common ownership, neither the Occupant conveying said Lot nor the Occupant acquiring said Lot need execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the land registry office of the county and state where the Lot is located.

**Section 2.3 Dedication to Public Entities.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as specifically set forth in this Declaration, no rights, privileges or immunities of any party shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Declaration.

**Section 2.4 Access Drives.** No Occupant of a Lot may take any action which relocates, decreases the size of, or adversely affects the use and utility of the Access Drives without the advance written consent of all Occupants and their mortgagees.

## **ARTICLE III** **EASEMENTS**

**Section 3.1    Detention Facility Easement.** Declarant hereby imposes upon the Shopping Center perpetual, non-exclusive easements for the construction, maintenance, repair and replacement of the Detention Facilities for the benefit of each Lot and the Occupants thereof. The purpose of the Detention Facilities shall be to collect, retain, convey and discharge surface water runoff. The easement for all underground Detention Facilities is ten (10') feet in width, five (5') feet on center. That portion of each Lot which is occupied by a Detention Facility may be sometimes referred to herein as a "**Detention Facility Easement Area**". Laterals serving one of the Lots exclusively are not a part of the Detention Facilities and shall be maintained by the Occupant whose Lot benefits from the lateral.

**Section 3.2    Storm Water Easement.** Declarant hereby imposes on each Lot a perpetual, non-exclusive cross-easement for the drainage of surface storm water over, upon, across and through the surface of each Lot, and those certain underground storm sewer drains and laterals, which are depicted in the Site Plan as Detention Facilities. In the event the Occupant of a Lot shall, in connection with the remodeling, repair, reconstruction or redevelopment of a Lot require that a Detention Facility be relocated from the location shown on the Site Plan, then said Occupant may relocate the same at said Occupant's sole cost and expense provided that the relocated Detention Facility has the same functionality and capacity as it did when originally constructed.

**Section 3.3    Access Drives Easement.** Declarant hereby imposes on the Shopping Center a permanent, non-exclusive easement for motor vehicle and pedestrian ingress, egress and access for the benefit of the Occupants and Permittees thereof, over, upon, across and through the Access Drives as that term is defined herein, located on each of their respective Lots. Except as agreed upon in writing by the Occupants of each Lot and their mortgagees, neither Declarant or any Occupant may change or alter the location, dimensions or use of the Access Drives.

**Section 3.4    Parking Easement.** Declarant hereby imposes on the Shopping Center a mutual, permanent, non-exclusive cross-easement for parking over those areas of the Shopping Center used from time to time for motor vehicle parking, including but not limited to ingress, egress and access thereto. The current parking areas which exist for the mutual benefit of the Shopping Center are shown on the Site Plan and are herein referred to as the "**Parking Areas**." Neither Declarant or any Occupant may change or alter the location, configuration and number of parking stalls located within a Parking Area on any Lot without the advance written consent of all other Occupants and their mortgagees.

## **ARTICLE IV** **MAINTENANCE**

**Section 4.1    Maintenance by Administrator.**

The Administrator named herein shall be responsible for causing the maintenance specified in this Section 4.1 to occur. An easement is hereby granted to the Administrator and such employees and subcontractors which the Administrator may use and employ to perform the maintenance required of the Administrator hereunder, and to access any Lot for the purpose of performing any such maintenance. The Administrator shall be responsible for the following maintenance:

A) Maintenance, repair and replacement of the Access Drives and Parking Areas, including but not limited to, maintaining, repairing and replacing, on an as needed basis, all directional signage, line striping, curb, gutter and other improvements including but not limited to landscaping and storm drainage facilities located therein, and any Access Drive and Parking Area lighting and light standards, including electric utility charges and bulb replacement.

B) All inspections, testing, repairs or replacements necessary to maintain the Detention Facilities in their original condition, or if improvements or betterments are necessary in order to comply with applicable laws, rules, regulations, codes and ordinances, such improvements and betterments as may be so required. In any case, the Administrator shall undertake all of such maintenance in accordance with all Best Management Practices ("**BMP**") for such Detention Facilities, as required under applicable law. In addition, the Administrator shall maintain all Detention Facilities in a manner required by the City of Madison and any agreements entered into with the City of Madison as well as any private easements or other agreements entered into with third parties, concerning such facilities.

C) The Administrator shall be responsible for snow removal from the Access Drives and Parking Areas. The Occupant of each Lot shall be responsible for removal of snow from the Occupant's Lot which is not a part of the Access Drives or Parking Areas.

D) The foregoing obligations of the Administrator shall be herein referred to as the Common Area Maintenance. Except with the advanced written consent of all Occupants, the Administrator shall not take any action which unreasonably interferes with the easement rights granted to Occupants hereunder.

### **Section 4.3    Administration.**

A) The Occupant of Lot \_\_\_\_\_ (the "**Administrator**") shall be responsible for administering Common Area Maintenance, as that term is defined above. The Administrator shall bill, on a periodic basis, but not more frequently than monthly, each Occupant's percentage share of the estimated cost of all Common Area Maintenance, plus (at the Administrator's option) a charge of 7% of said costs as an administrative fee, for the then current calendar year (the "**Periodic Payments**") for the calendar year in question. The cost of Common Area Maintenance shall be divided between the Occupants in accordance with the following schedule:

Lot 1	_____%
Lot 2	_____%

Lot 3	_____%
Lot 4	_____%
TOTAL	100%

As soon as practicable following the end of any calendar year in which Periodic Payments are charged to an Occupant, the Administrator shall send to each Occupant an accounting of the actual cost of the Common Area Maintenance for the calendar year in question (the "**Actual Cost**"). If the total of the Periodic Payments exceeds the Actual Cost, the Occupant shall deduct the amount of the excess from the next Periodic Payment(s) due. If the Periodic Payments are less than the Actual Cost, the Occupant shall pay the difference on or before thirty (30) days after receipt of the accounting. Upon request, but not more frequently than once in any calendar year, the Administrator shall provide to any requesting Occupant a complete and accurate copy of each service contract or work order relating to any Common Area Maintenance cost. In addition, Common Area Maintenance cost shall not include any costs which are or may have been covered by insurance maintained or required to be maintained by the Administrator or any Occupant hereunder, or any late charges, fees or penalties that the Administrator is required to pay due to its failure to timely perform its duties and obligations hereunder, except when caused by the failure of an Occupant to pay charges hereunder.

On or before January 31 of each calendar year, beginning in calendar year 2012, the Administrator shall send to all other Occupants a budget (the "**Budget**") showing the estimated cost of Common Area Maintenance for the calendar year in question. The advanced written consent of all Occupants shall be required before the Administrator shall incur any Common Area Maintenance expense that is reasonably expected to exceed \$10,000.00, which is not included in the Budget for the calendar year in which such Common Area Maintenance expense is to be incurred. In the event the Administrator proposes to incur any such expense, the Administrator shall give written notice to all other Occupants of the nature of the work to be undertaken and the estimated cost of such work. If an Occupant does not withhold approval of such work in writing on or before twenty (20) days after the date of the Administrator's notice, then approval shall be deemed given. If an Occupant shall withhold approval, such withholding of approval must be in writing and must be given to the Administrator within the foregoing twenty (20) day time period. If approval is withheld by one or more Occupants, then the Administrator and said Occupants shall attempt to negotiate an acceptable compromise and if they shall fail to do so on or before forty-five (45) days after the date of the Administrator's notice, then any Occupant may request that the dispute be settled by binding arbitration in accordance with the rules of the American Arbitration Association, before a panel of one arbitrator experienced in real property management matters. Discovery shall not be permitted in connection with any such arbitration proceeding. The place of arbitration shall be Madison, Wisconsin, unless the parties shall otherwise mutually agree. The cost of the arbitrator shall be divided equally between the participants in the arbitration and each such participant shall bear their own attorney fees. The decision of the arbitrator shall be final and binding upon all Occupants, shall have the same force and effect as a judgment and may be entered as such in the jurisdiction in which the Shopping Center is located.

**B)** In the event the Administrator shall fail to perform the Common Area Maintenance required herein, then any other Occupant may, after not less than twenty (20) days

written notice to the Administrator and all other Occupants, perform such Common Area Maintenance and charge the actual cost thereof to the Administrator and any other Occupant, plus (at such Occupant's option) an administrative fee of 10% of said cost. In the event such failure to perform Common Area Maintenance creates an emergency the aforesaid advance written notice shall not be required, but instead the Occupant performing such Common Area Maintenance shall provide notice as soon as possible to the Administrator and all other Occupants. As used herein the term "emergency" shall mean a condition or situation which, if not responded to in an appropriate manner immediately, will cause or may likely cause, serious damage to persons or property of an Occupant or Permittee, and shall include snow removal.

C) In the event an Occupant shall fail to pay or reimburse the Administrator, or the Occupant performing Common Area Maintenance under subsection (B), above, on or before thirty (30) days after the date of billing, the Administrator or said Occupant, as the case may be, shall be entitled to interest on the sums billed at the rate of 18% per annum or the maximum rate allowed by law, whichever is less, from the date of billing to the date of payment. If any legal action is undertaken to collect any sums required to be paid by an Occupant under this paragraph, including the Administrator, the party claiming reimbursement shall be entitled to recover all costs of collection, including reasonable attorney fees, if it shall prevail in said action.

D) Notwithstanding anything to the contrary contained in this Declaration, in the event that any part of any Lot or any Access Drive or Parking Area is damaged at any time as a result of the negligence or misconduct of any Occupant or its Invitee, then the cost of repairs shall be the sole responsibility of the Occupant whose breach hereof, negligence or misconduct, or whose Invitee's negligence or misconduct, caused such damage.

**Section 4.4 Mechanics' Liens.** Neither the Administrator nor any Occupant shall cause or permit any mechanics' lien to be filed against any portion of any Lot. If any lien is filed because of the failure of an Occupant (the "Defaulting Occupant") to comply with the terms set forth in this Section, the Defaulting Occupant shall cause any lien placed on any portion of a Lot not owned by the Defaulting Occupant to be discharged within thirty (30) days after the Defaulting Occupant becoming aware of the existence of such lien. Upon the failure by the Defaulting Occupant to discharge or cause to be discharged such lien in a timely manner, any other Occupant shall have the right, but not the obligation, to discharge such lien at the expense of the Defaulting Occupant or exercise any other legal or equitable remedy.

## **ARTICLE V INDEMNIFICATION**

**Section 5.1 Indemnity by Owners.** Each Occupant and the Administrator (hereinafter in this Section 7.1, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Occupants, and their mortgagees, whether or not in possession, (hereinafter in this Section 7.1, the "Indemnatee") from and against any and all causes of action, claims, liabilities, liens, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs and reasonable attorneys' fees and court costs on appeal), including any actions or proceedings, against the Indemnatee, for losses,

liabilities, damages, judgments, costs and expenses, by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnatee, arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's Lot or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of the rights herein granted, except to the extent caused by the grossly negligent or willful act or omission of the Indemnatee. In case any action or proceeding is brought against the Indemnatee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnatee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnatee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnatee. Each Occupant shall give prompt and timely notice to the indemnifying Occupant of any claim made, suit or action commenced against another Occupant which in any way would result in the indemnification granted hereunder.

**Section 5.2 Compliance with Laws and Regulations.** Each Occupant covenants and agrees, with respect to its Lot, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other Occupant harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fee) arising out of or in any way related to any claim made by any governmental authority or agency having jurisdiction regarding a Occupant's failure to maintain its respective Lot in a safe condition or use its Lot in a safe and lawful manner.

## **ARTICLE VI INSURANCE**

**Section 6.1 Liability Insurance.** Each Occupant shall maintain in full force and effect with respect to its Lot and the operations thereon, comprehensive public liability insurance with a financially responsible insurance company or companies, such insurance to provide combined single-limit coverage of not less than One Million Dollars (\$1,000,000.00) for personal and bodily injury and property damage. Such insurance shall specifically extend to all contractual obligations arising out of indemnifications made hereunder. The Occupants agree to jointly review the minimum limits set forth above approximately every five (5) years, and further agree to adjust such limits if circumstances warrant. Each Occupant shall carry insurance against all risks of direct physical loss (on a form generally known in the insurance company as the "All-Risk" form) with a financially responsible insurance company or companies, in an amount equal to the replacement cost (exclusive of the cost of excavation, foundations and footings) of the buildings and improvements on their respective Properties. Notwithstanding the foregoing, any Occupant may self-insure if the Occupant meets generally accepted industry standards for the financial creditworthiness of self-insured entities.

**Section 6.2 Mutual Release.** Each Occupant, for itself and on behalf of its insurer, releases the other Occupant, as well as the Administrator in such capacity, from any liability for any loss or damage to property of the releasing Occupant or the Administrator, as the case may be, located upon any portion of the released Occupant's Lot, which loss or damage is of the type

generally covered by insurance against all risks of direct physical loss, irrespective of any negligence of the released Occupant which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Occupant agrees to use commercially reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsement shall not affect the release granted hereinabove.

## **ARTICLE VII CONDEMNATION**

In the event of a taking in condemnation or under a right of eminent domain, concerning a portion or all of any Lot, the award or purchase price paid for such taking shall be paid to the Occupant owning such land so taken; provided, however, one or more of the other Occupants shall have the right to seek an award or compensation for the loss of any easement rights taken in connection therewith.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.1 Notices.** Any notices permitted or required hereunder shall be deemed given if addressed to a party at the address to which real estate tax bills were last sent, as shown in the then current real property tax rolls of the county in which the Lot is located or to such other address as an Occupant may provide notice thereof in writing to the Administrator and all other Occupants, and shall be deemed effective: (i) three (3) business days after being mailed in the United States Mails, postage pre-paid, certified, return receipt requested; (ii) when deposited with an overnight delivery service for next business day delivery, with fees prepaid or arrangements satisfactory to the carrier made for payment by the sender; (iii) when e-mailed to the party at the e-mail address appearing below or as to which notice has been provided, with confirmation copy sent by overnight delivery service for the next business day delivery; or (iv) upon receipt, when hand-delivered.

**Section 8.2 Benefit.** Unless otherwise expressly provided for herein, all the easements, covenants, and restrictions set forth in this Declaration shall be interpreted and construed as covenants running with the land, binding upon, and inuring to the benefit of and enforceable by the Occupants of the respective Properties, and their respective successors and assigns. This Declaration shall be terminable only by a writing signed by the Occupants of all Properties, and their mortgagees, recorded in the land registry office of the county and state where the Lot is located, and shall be effective upon recordation.

**Section 8.3 Relationship of Parties.** Nothing contained in this Declaration shall be construed to make any Occupant a partner or joint venturer of any other Occupant, Permittee or any other person or entity.

**Section 8.4 Applicable Law.** This Declaration shall be governed by, interpreted and construed in accordance with the laws of the State of Wisconsin. If any provisions or portions of

this document, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this document, or the application of such provisions, or portion thereof, to any persons or circumstance shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

**Section 8.5 Headings.** The Article and Section headings are for convenience and reference only, and in no way define and limit the scope and content of this Declaration or in any way affect its provisions.

**Section 8.6 Amendments.** This Declaration may be amended only if such amendment is properly recorded in the land registry office of the county and state where the Lot is located. Any such amendment shall require the written consent of all Occupants and their mortgagees.

**Section 8.7 Waivers.** No delay or omission by any Occupant or Permittee to exercise any right or power accruing under any noncompliance or failure of performance by any other Occupant or Permittee under the provisions of this Declaration shall impair such right or power or be construed to be a waiver thereof. A waiver by any Occupant or Permittee of any act to be performed by another Occupant or Permittee shall not be construed to be a waiver of any subsequent breach of this Declaration.

**Section 8.8 Sale of Lot.** In the event any Occupant shall convey its fee interest in all or a portion of its Lot, said Occupant shall automatically be freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any agreement or obligation on the part of the Occupant contained in this Declaration thereafter to be performed with respect to the portion of said property conveyed (including the Occupant acting as Administrator, both as Owner and as Administrator); it being intended hereby that the agreements and obligations contained in this Declaration on the part of each Occupant shall be binding upon such Occupant only during its ownership of a Lot, but that the conveying Occupant shall remain liable for each breach of an obligation hereunder which occurred prior to the date of conveyance. Any grantee of a fee interest in a Lot shall automatically be deemed to have assumed and agreed to perform the obligations of an Occupant hereunder.

**Section 8.9 Entire Agreement.** This Declaration and the exhibits hereto contain all of the representations and the entire agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Declaration and the exhibits hereto.

**Section 8.10 Term.** The terms, covenants, provisions and conditions of this Declaration shall be effective as of the date hereof and shall continue in full force and effect until terminated in writing by all of the then Occupants of all of the Lot and their mortgagees.

**Section 8.11 Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration shall entitle any Occupant to cancel, rescind or otherwise to terminate

this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such Occupant may have hereunder by reason of any breach of this Declaration.

**Section 8.12 Parties Rights to Encumber.** Each Occupant shall at all times during the term of this Declaration have the right to mortgage all of its right, title and interest hereunder in favor of and as additional security to the holder of a first lien mortgage or deed of trust encumbering such Occupant's Lot. Upon such encumbrance, all consents or approvals to be given by the Occupant granting such mortgage or deed of trust shall also require consent or approval of the holder of such mortgage or deed of trust and all benefits and protections afforded hereunder to such Occupant shall extend to the holder of such mortgage or deed of trust. Notwithstanding the above right to encumber, it is understood that any such first mortgage or deed of trust shall be junior and subordinate to this Declaration, and that enforcement or foreclosure of such first mortgage or deed of trust shall be subject to and shall not extinguish this Declaration.

**Section 8.13 Construction and Interpretation.** Whenever required by the context of this Declaration, (i) the singular shall include the plural, and vice versa and the masculine shall include the feminine and neuter genders and vice versa and (ii) use of the words "including", "such as" or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of no-limitation, such as "without limitation" or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

Dated as of the date and year first above written.

[See attached signature page.]

**NORTHGATE VENTURES, LLC**

Address for Notice Purposes  
Northgate Ventures, LLC  
c/o The Alexander Company, Inc.  
Attn: Joseph M. Alexander  
145 East Badger Road, Suite 200  
Madison, WI 53713  
E-mail: [jma@alexandercompany.com](mailto:jma@alexandercompany.com)

Personally came before me, \_\_\_\_\_, notary public for the above State and County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

**THIS DOCUMENT DRAFTED BY  
AND SHOULD BE RETURNED TO:  
Attorney Gregory J. Paradise  
MOHS, MACDONALD, WIDDER, PARADISE & VAN NOTE  
20 North Carroll Street  
Madison, WI 53703**


**EXHIBIT "A"**  
**SHOPPING CENTER LEGAL DESCRIPTION**

**EXHIBIT “B”**

**CERTIFIED SURVEY MAP**

**EXHIBIT "C"**

**SITE PLAN**



# SHERMAN NEIGHBORHOOD ASSOCIATION

November 7, 2012

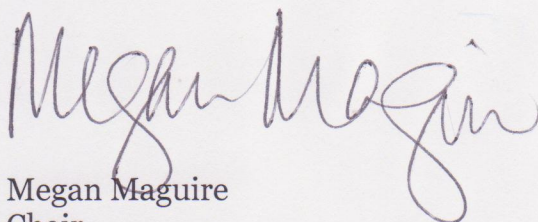
To: Madison Plan Commission and Urban Design Commission  
Re: Proposed FEED Incubator location at Northgate Shopping Center

Dear Commission Members:

Sherman Neighborhood Association would like to offer our enthusiastic support of the placement of the proposed FEED Incubator within the existing parking lot of Northgate Shopping Center. Northgate is located within the boundaries of Sherman Neighborhood. As such, any changes to this location have a potential impact on the quality of our neighborhood. Ellen Barnard attended our September Association meeting to describe the project, and to answer any and all questions. The response from Association members was overwhelmingly positive. We feel that locating the FEED Incubator within the Northgate Shopping Center will enhance the quality of our neighborhood, and we welcome the addition to the area. Please allow and assist FEED to establish a permanent location for their worthwhile services in Sherman neighborhood, as we are happy to have them as part of our neighborhood.

Do not hesitate to contact me with any questions.

Regards,



Megan Maguire  
Chair  
Sherman Neighborhood Association

[maguiremegan@yahoo.com](mailto:maguiremegan@yahoo.com)

(608) 240-0195

[www.shermanneighborhood.org](http://www.shermanneighborhood.org)



November 12, 2012

Dear Members of the Urban Design and Plan Commissions:

I am pleased to offer a whole hearted endorsement of the Food Enterprise & Economic Development (FEED) project proposed for Madison's north side to be located at the Northgate Shopping Center, which the Alexander Company redeveloped in 2009.

The north side is enjoying a renaissance, which we are proud to be a part of. Significant investment by both the public and private sector has reaped great rewards with new business and residents being drawn to the area. The addition of FEED will provide a unique benefit to the entire Madison area and further north side development in particular.

The Alexander Company is participating by providing a subsidized purchase price for the property as well as contributing to design and site plan review. We are just one of many area businesses stepping up to make this project a reality and look forward to City support and approvals.

This project is a win for the Madison and I hope you will join us to see it successfully developed.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Alexander", written over the printed name and title.

Joseph M. Alexander  
President



November 14, 2012

City of Madison  
Urban Design Commission  
215 Martin Luther King Jr. Blvd.  
Madison, WI 53703

Letter of Intent: FEED Incubator – 1113 N. Sherman Avenue

Dear Urban Design Commission:

The Northside Planning Council's Food Enterprise & Economic Development (FEED) Kitchens Project is submitting this request for your review after selecting a different location from the original site approved by the UDC a year ago. Our intent is to construct a 5,400 food business incubator on an open parcel of this site at Sherman and Aberg Avenue. The building will house 5 commercial kitchens, dishwashing area, walk-in coolers/freezers, storage, conference room, offices, locker room and restroom.

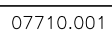
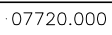
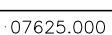
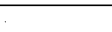
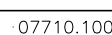
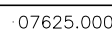
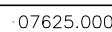
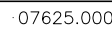
The facility will operate 7 days per week, 24 hours per day with users renting the different kitchen spaces by the hour. There will be management staff in place to handle all scheduling, coordinate all service and maintenance needs of both the interior and exterior spaces. The facility will be owned by the Northside Planning Council (NPC), with fiscal oversight provided by the NPC Board, and operations oversight provided by a separate advisory board devoted to the facility's management.

Iconica has been selected as the architect/engineer on the project with landscape design being done by Suzanne Vincent of Vierbicher.

If you have any questions about this project you can contact Ellen Barnard, FEED Project Coordinator at (608) 576-3734, or [ellenb@feedkitchens.org](mailto:ellenb@feedkitchens.org).

Sincerely,

Ellen Barnard  
FEED Project Coordinator  
Chair, Northside Planning Council



**KIM LIGHTING****SW1**

Site Wallforms

revision 6/17/11 • kl-sw1\_spec.pdf

Type:

Job:

Catalog number:

Approvals:

SW1

Fixture	Electrical Module	Finish	Option
		See page 2	

Date:

Page: 1 of 2

## Specifications

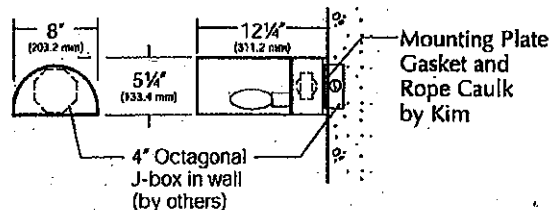
### SW1 Model

50 watt HID

Medium Base Lamps

60 watt Incandescent

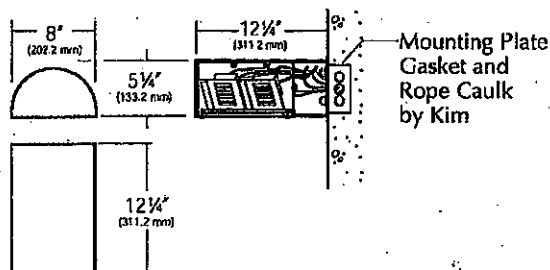
42 watt Compact Fluorescent



HID drawing shown above

### SW1 LED Model

18 and 36 LEDs



**Head:** One-piece cast, low-copper (<0.6 Cu) aluminum alloy, 3/16" wall thickness with external reveal. Attachment to wall is by two bolts concealed within the head.

**Reflector and Socket:** Formed specular Alzak® reflector panel secured to a harness which holds a porcelain medium base 4KV socket (HID and Incandescent), GX24q - Universal Socket (42W Fluorescent), or two single ended twin tube sockets (13W Fluorescent). Entire assembly is removable in one piece for access to mounting screws and is factory wired with a disconnect plug. No reflector provided for LED.

**Lens:** Clear flat 1/8" thick tempered glass retained by two stainless steel brackets, and four stainless steel, hex socket cap screws, fully gasketed.

**Electrical Module:** Factory mounted to removable harness within fixture head. Wire leads supplied with disconnect plugs. **HID:** High power factor with starting temperatures of -20°F. for PMH and -40°F. for HPS lamp modes. **13W Fluorescent:** 120V 32°F. starting; 277V 0°F. starting. **26W, 32W, 42W Fluorescent:** High power factor with starting temperature of 0°F. **LED:** A total of 9 LED emitters configured in a rectangular array comprised together as a module. Two (2) modules for 18 LED version and four (4) modules for 36 LED version. Available in 3500K and 5100K.

**LED Driver:** Rated for 18 or 36 LED. Universal voltage from 120 to 277V with a ±10% tolerance. -40°F starting temperature. All drivers are Underwriters Laboratories recognized.

**NOTE:** The 120V driver can be dimmed with an off-the-shelf phase control line dimmer (SCR/TRIAC style).

**Mounting Plate:** Zinc plated steel for attachment to standard 4" octagonal junction box. Gasket provided between mounting plate and fixture plus rope caulk between fixture and wall.

**Finish:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a titanated zirconium conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Stealth Gray™, Platinum Silver, or White. Custom colors are available.

**CAUTION:** Fixtures must be grounded in accordance with local codes or the National Electrical Code. Failure to do so may result in serious personal injury.

### Listings and Ratings

ETL <sup>1</sup> to UL Standards 1598 & 8750	CE	25C Ambient
IP66 Rated	Full Cutoff <sup>2</sup>	

<sup>1</sup>Suitable for wet locations<sup>2</sup>Dark Sky Legislation Compliant

KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.



HUBBELL LIGHTING, INC.

**KIM LIGHTING****SW1**

Site Wallforms

revision 6/17/11 • kl-sw1\_spec.pdf


Type:

Job:

Page: 2 of 2



## Standard Features

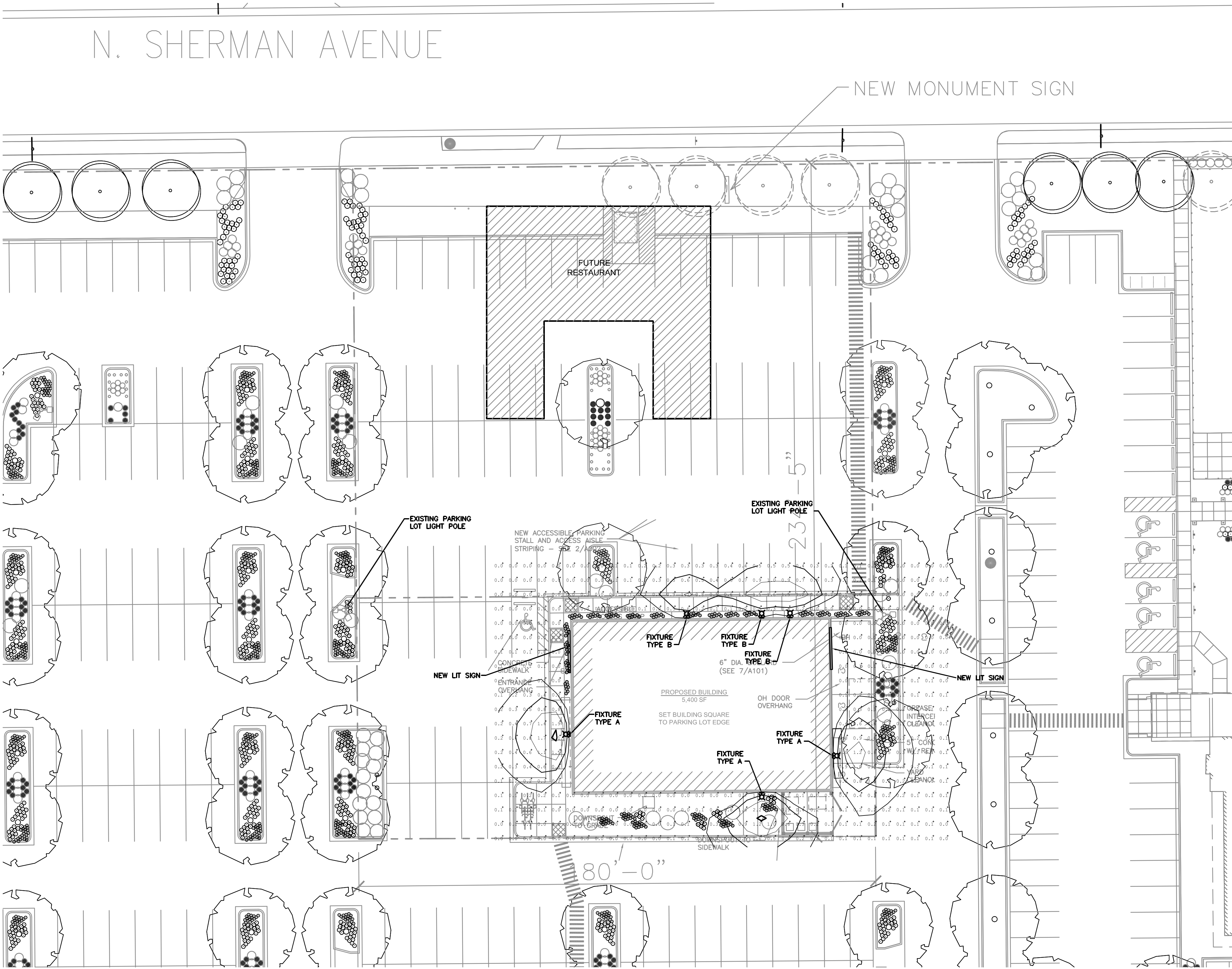
<b>Fixture</b>	Cat. No. <b>SW1</b> Site Wallforms																																														
<b>Electrical Module</b> <b>PMH</b> = Pulse Start Metal Halide <b>HPS</b> = High Pressure Sodium <b>PL</b> = Compact Fluorescent <b>INC</b> = Incandescent <b>LED</b> = Light-emitting diode  Lamp Lamp Line Watts Type Volts <b>50 PMH 277</b> For PMH, HPS and PL. See footnote 3 below for LED  	Cat. Nos. for Electrical Modules available:  <table border="1"> <thead> <tr> <th></th> <th>Pulse Start Metal Halide</th> <th>High Pressure Sodium</th> <th>Compact Fluorescent</th> <th colspan="2">Incandescent</th> </tr> </thead> <tbody> <tr> <td></td> <td><input type="checkbox"/> 50PMH120 <input type="checkbox"/> 50PMH277</td> <td><input type="checkbox"/> 50HPS120</td> <td><input type="checkbox"/> 13PL120' <input type="checkbox"/> 13PL277'</td> <td><input type="checkbox"/> 42PL<sup>2</sup></td> <td><input type="checkbox"/> 60INC120</td> </tr> <tr> <td>Lamp</td> <td>ED-17, Coated</td> <td>ED-17, Coated</td> <td>(2) Twin Tubes</td> <td>(1) Triple Tube</td> <td>T-10 Inside Frost</td> </tr> <tr> <td>Socket</td> <td>Medium Base</td> <td>Medium Base</td> <td>GX23-2</td> <td>GX24q-4</td> <td>—</td> </tr> <tr> <td>ANSI Ballast</td> <td>M-98</td> <td>S-68</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th></th> <th>LED <b>B</b></th> <th>LED <b>A</b></th> </tr> </thead> <tbody> <tr> <td></td> <td><input checked="" type="checkbox"/> 18L3KUV<sup>3</sup> <input type="checkbox"/> 18L5KUV<sup>3</sup></td> <td><input checked="" type="checkbox"/> 36L3KUV<sup>3</sup> <input type="checkbox"/> 36L5KUV<sup>3</sup></td> </tr> <tr> <td>Lamp</td> <td>LED</td> <td>LED</td> </tr> <tr> <td>Socket</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>						Pulse Start Metal Halide	High Pressure Sodium	Compact Fluorescent	Incandescent			<input type="checkbox"/> 50PMH120 <input type="checkbox"/> 50PMH277	<input type="checkbox"/> 50HPS120	<input type="checkbox"/> 13PL120' <input type="checkbox"/> 13PL277'	<input type="checkbox"/> 42PL <sup>2</sup>	<input type="checkbox"/> 60INC120	Lamp	ED-17, Coated	ED-17, Coated	(2) Twin Tubes	(1) Triple Tube	T-10 Inside Frost	Socket	Medium Base	Medium Base	GX23-2	GX24q-4	—	ANSI Ballast	M-98	S-68					LED <b>B</b>	LED <b>A</b>		<input checked="" type="checkbox"/> 18L3KUV <sup>3</sup> <input type="checkbox"/> 18L5KUV <sup>3</sup>	<input checked="" type="checkbox"/> 36L3KUV <sup>3</sup> <input type="checkbox"/> 36L5KUV <sup>3</sup>	Lamp	LED	LED	Socket	N/A	N/A
	Pulse Start Metal Halide	High Pressure Sodium	Compact Fluorescent	Incandescent																																											
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Lamp	LED	LED																																													
Socket	N/A	N/A																																													
<b>Finish</b> Super TGIC powder coat paint over a titanated zirconium conversion coating on fixture and shaft.	Color: Black Dark Bronze Light Gray Stealth Gray™ Platinum Silver White Custom Colors <sup>4</sup> Cat. No.: <input type="checkbox"/> BL <input type="checkbox"/> DB <input type="checkbox"/> LG <input checked="" type="checkbox"/> SG <input type="checkbox"/> PS <input type="checkbox"/> WH <input type="checkbox"/> CC <sup>3</sup> For LED, 18L = 18 LED Emitters; 36L = 36 LED Emitters; 3K = 3500K color temperature; 5K = 5100K color temperature; UV = Universal Voltage from 120 to 277V with a ± 10% tolerance. <sup>4</sup> Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____																																														

## Optional Feature

**Textured Glass Lens**
Cat. No. ☐ TG  
☐ No Option

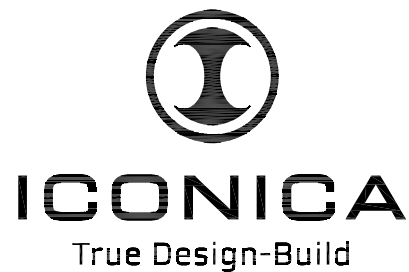
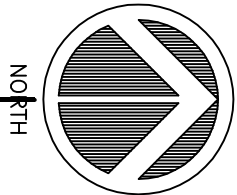
Unique textured glass reduces LED glare and improves visual comfort.

LIGHT FIXTURE SCHEDULE							
Fixt. No.	Description	Manufacturer	Model No	Fixt. Volts	Lamp Qnty and Type	Mtg	Remarks
A	Exterior Wall	Kim	SW1/36L3KUV/SG/TG	120	LED (36 LED EMITTERS)	Wall	Full cut-off
B	Exterior Wall	Kim	SW1/18L3KUV/SG/TG	120	LED (18 LED EMITTERS)	Wall	Full cut-off



1  
E100

SITE PLAN - LIGHTING PHOTOMETRICS  
SCALE: 1"= 20'-0"



901 Deming Way // Madison, WI 53717  
Ph: 608.664.3500 // Fx: 608.664.3535  
iconicacreates.com

**FEED INCUBATOR**  
NORTHGATE MALL  
MADISON, WISCONSIN

**FOOD ENTERPRISE & ECONOMIC DEVELOPMENT**  
702 INTERNATIONAL LANE, SUITE 203  
MADISON, WI 53704

ISSUE DATES:

RFI/SI DATE:

**Schematic Design Phase:**  
This drawing indicates the scale and relationship of the project components. This drawing is **not** for construction.

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PROJECT #: 20110730  
SHEET NUMBER

E100

**ISSUE DATES:**

**Schematic Design Phase:**

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**GENERAL NOTES:**

1. All plantings shall conform to quality requirements as per ANSI Z60.1.
2. All planting beds to be mulched with naturally colored brown shredded hardwood bark mulch to 3" depth min.

A north arrow pointing to the right, labeled "NORTH". Below it is a scale bar with markings at 0, 4', 8', and 16'.

**vierbicher**  
planners | engineers | advisors

REEDSBURG • MADISON • FRASER DU CHEN  
999 Foster Drive, Suite 201 Madison, Wisconsin 53717



**VIEW LOOKING NORTH**



**VIEW LOOKING SOUTH**



**VIEW LOOKING EAST**

**FEED INCUBATOR – NORTHGATE MALL**



**VIEW LOOKING SOUTHWEST**

**CONTEXTUAL PHOTOS (11/13/2012)**

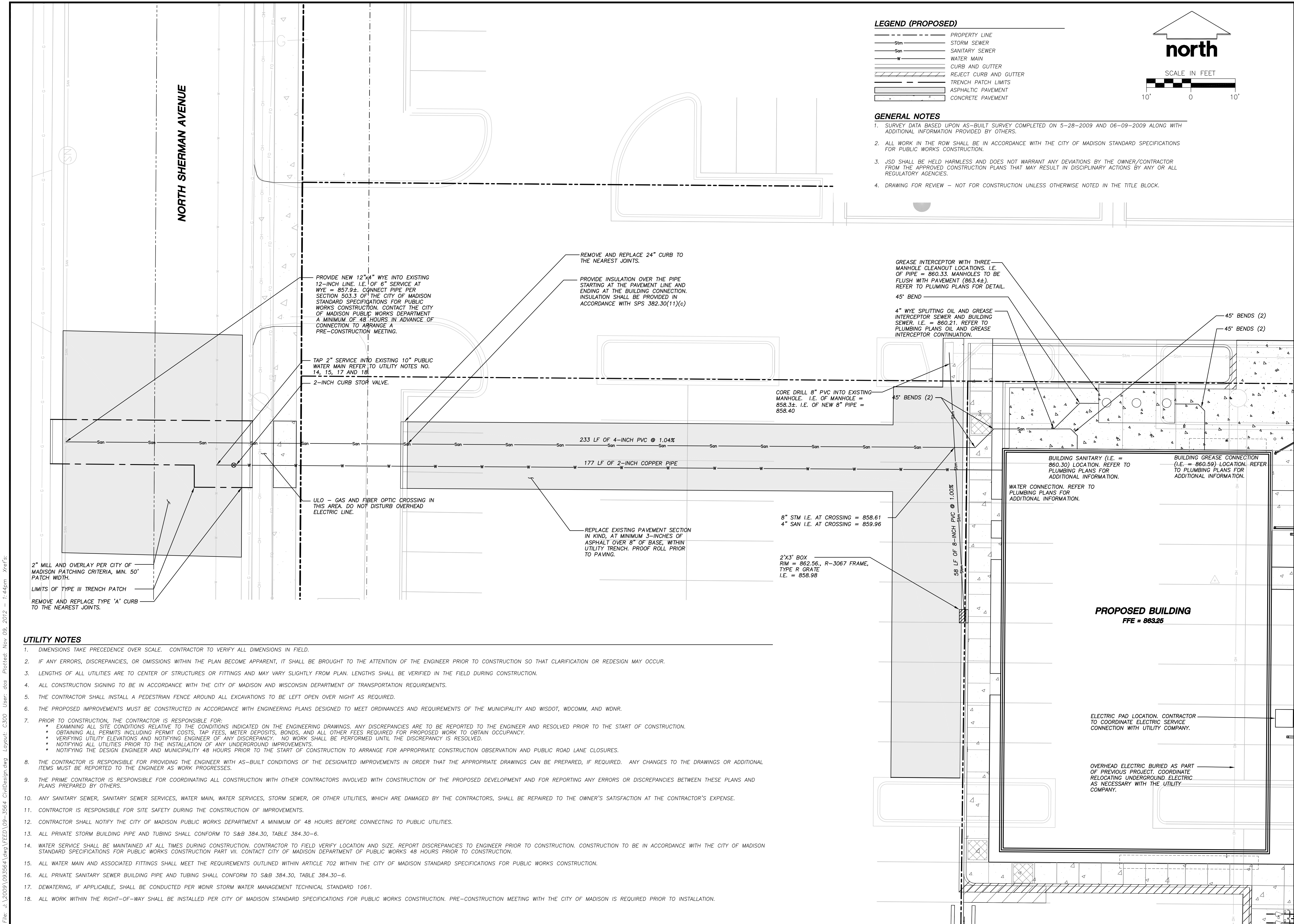


South East View



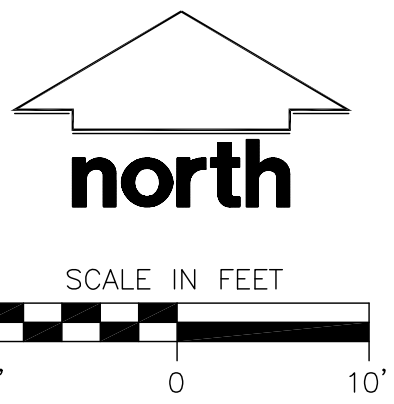
North West View

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LEGEND (PROPOSED)

---	PROPERTY LINE
-Stm	STORM SEWER
-San	SANITARY SEWER
-W	WATER MAIN
---	CURB AND GUTTER
///	REJECT CURB AND GUTTER
- - -	TRENCH PATCH LIMITS
----	ASPHALTIC PAVEMENT
----	CONCRETE PAVEMENT



GENERAL NOTES

1. SURVEY DATA BASED UPON AS-BUILT SURVEY COMPLETED ON 5-28-2009 AND 06-09-2009 ALONG WITH ADDITIONAL INFORMATION PROVIDED BY OTHERS.
2. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
4. DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.

UTILITY NOTES

1. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
2. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WITHIN THE PLAN BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
3. LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
4. ALL CONSTRUCTION SIGNING TO BE IN ACCORDANCE WITH THE CITY OF MADISON AND WISCONSIN DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
5. THE CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVER NIGHT AS REQUIRED.
6. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH ENGINEERING PLANS DESIGNED TO MEET ORDINANCES AND REQUIREMENTS OF THE MUNICIPALITY AND WISDOT, WDCOMM, AND WDNR.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
  - \* EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
  - \* OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
  - \* VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
  - \* NOTIFYING ALL UTILITIES PRIOR TO THE INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
  - \* NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION AND PUBLIC ROAD LANE CLOSURES.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
9. THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
10. ANY SANITARY SEWER, SANITARY SEWER SERVICES, WATER MAIN, WATER SERVICES, STORM SEWER, OR OTHER UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
12. CONTRACTOR SHALL NOTIFY THE CITY OF MADISON PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS BEFORE CONNECTING TO PUBLIC UTILITIES.
13. ALL PRIVATE STORM BUILDING PIPE AND TUBING SHALL CONFORM TO S&B 384.30, TABLE 384.30-6.
14. WATER SERVICE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO FIELD VERIFY LOCATION AND SIZE. REPORT DISCREPANCIES TO ENGINEER PRIOR TO CONSTRUCTION. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PART VII. CONTACT CITY OF MADISON DEPARTMENT OF PUBLIC WORKS 48 HOURS PRIOR TO CONSTRUCTION.
15. ALL WATER MAIN AND ASSOCIATED FITTINGS SHALL MEET THE REQUIREMENTS OUTLINED WITHIN ARTICLE 702 WITHIN THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
16. ALL PRIVATE SANITARY SEWER BUILDING PIPE AND TUBING SHALL CONFORM TO S&B 384.30, TABLE 384.30-6.
17. DEWATERING, IF APPLICABLE, SHALL BE CONDUCTED PER WDNR STORM WATER MANAGEMENT TECHNICAL STANDARD 1061.
18. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE INSTALLED PER CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. PRE-CONSTRUCTION MEETING WITH THE CITY OF MADISON IS REQUIRED PRIOR TO INSTALLATION.

**JSD Professional Services, Inc.**  
• Engineers • Surveyors • Planners

"BUILDING RELATIONSHIPS WITH A COMMITMENT TO CLIENT SATISFACTION THROUGH TRUST, QUALITY AND EXPERIENCE"

- CIVIL ENGINEERING
- SURVEYING & MAPPING
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MADISON REGIONAL OFFICE  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
608.848.5060 PHONE | 608.848.2255 FAX

MADISON | MILWAUKEE  
KENOSHA | APPLETON

**www.jsdinc.com**

SERVICES PROVIDED TO:  
**ICONICA**

901 DEMING WAY, STE. 102  
MADISON, WI 53717

PROJECT:  
**FEED SITE**

PROJECT LOCATION:  
CITY OF MADISON  
DANE COUNTY, WI

JSD PROJECT NO.: 09-3564

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	DOS	11-08-12
DRAWN:	DOS	11-08-12
APPROVED:	HPJ	-

PLAN MODIFICATIONS:	DATE:
CLIENT REVIEW	11-09-12

**DIGGERS HOTLINE**

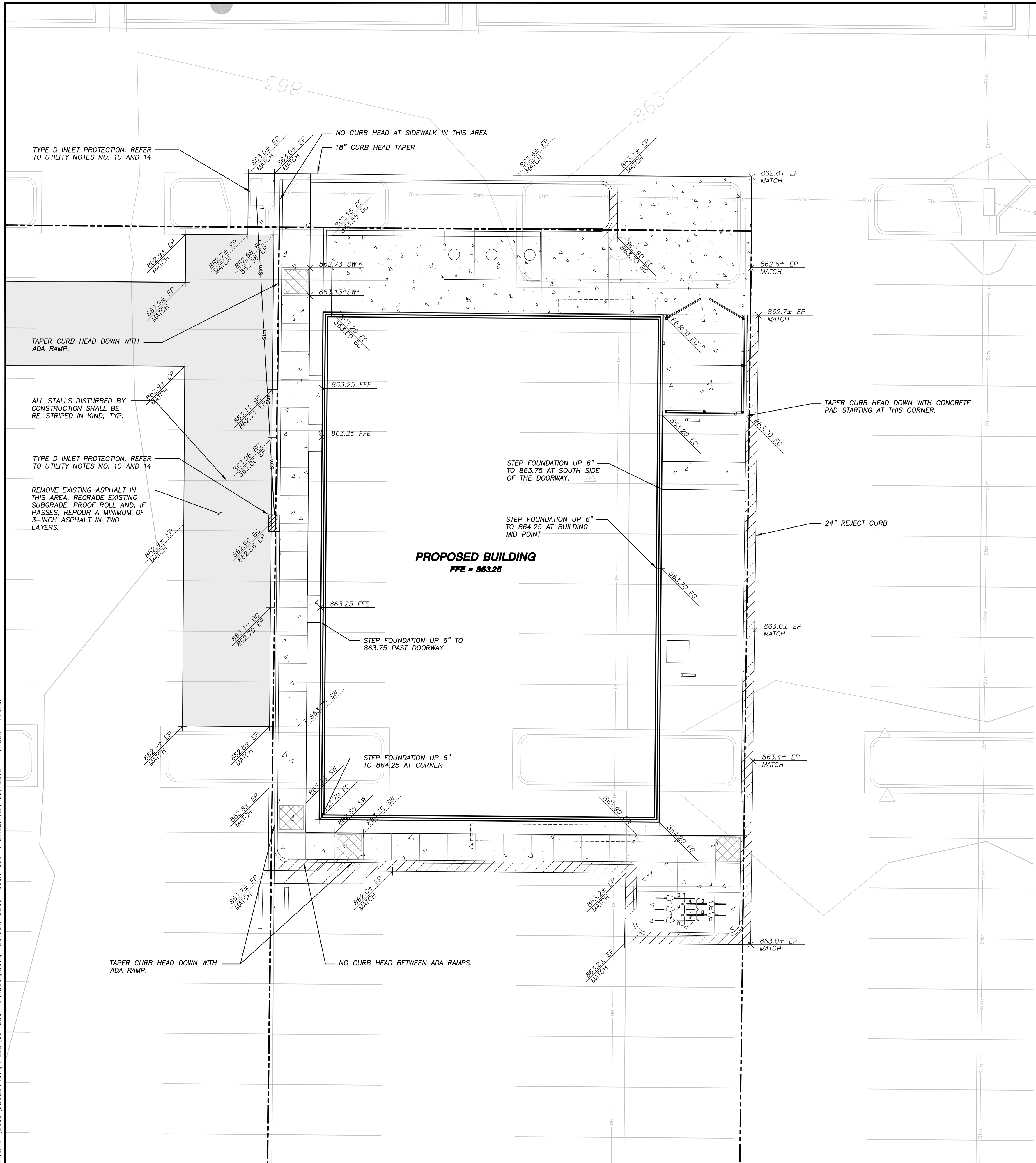
Toll Free (800) 242-8511  
Milwaukee Area (414) 259-1181  
Hearing Impaired TDD (800) 542-2289  
**www.DiggersHotline.com**

SHEET TITLE:  
**UTILITY PLAN**

SHEET NUMBER:  
**C300**

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LEGEND (PROPOSED)

- PROPERTY LINE
- STORM SEWER
- CURB AND GUTTER
- REJECT CURB AND GUTTER
- TRENCH PATCH LIMITS
- ASPHALTIC PAVEMENT
- CONCRETE PAVEMENT



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- DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.

CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

- ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DESIGNED AND IMPLEMENTED IN ACCORDANCE WITH THE CURRENT DEPARTMENT OF NATURAL RESOURCES EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS WHICH ARE AVAILABLE AT:  
<http://www.dnr.state.wi.us/runoff/stormwater/techstds.htm>
- INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN ON PLAN. MODIFICATIONS TO SEDIMENT CONTROL DESIGN MAY BE CONDUCTED TO MEET UNFORESEEN FIELD CONDITIONS IF MODIFICATIONS CONFORM TO WDNR TECHNICAL STANDARDS.
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. ONLINE REPORTING OF INSPECTIONS AND MAINTENANCE IS REQUIRED TO BE SUBMITTED TO THE CITY OF MADISON.
- INSPECT EROSION CONTROL MEASURES AFTER EACH 1/2" OR GREATER RAINFALL. REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.
- EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.
- INSTALL A TRACKING PAD, 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. TRACKING PADS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED BY THE CITY OF MADISON. IF THERE IS NO SUBSURFACE EXPOSED OR THERE IS EXISTING GRAVEL ON SITE WHICH CAN BE USED AS A CONSTRUCTION ENTRANCE, NO SEPARATE ENTRANCE IS REQUIRED.
- INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES AND PROVIDE TEMPORARY SEEDING ON STOCKPILES WHICH ARE TO REMAIN IN PLACE FOR MORE THAN 7 DAYS.
- EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
  - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
  - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
  - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD NO. 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH.
- INSTALL TYPE D INLET PROTECTION AROUND ALL STORM SEWER INLETS AND CATCH BASINS THAT MAY RECEIVE RUNOFF FROM AREAS UNDER CONSTRUCTION. REFER TO CITY OF MADISON STANDARD DETAIL DRAWING FOR RESPECTIVE DETAIL.
- ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, AND/OR ENGINEER SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- ALL SLOPES EXCEEDING 5:1 (20%) SHALL BE STABILIZED WITH A CLASS I, TYPE B EROSION MATTING AND DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING OR APPLICATION OF A WDOT APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. CONTRACTOR SHALL PROVIDE PRODUCT SPECIFICATIONS TO PROJECT ENGINEER FOR APPROVAL.
- CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDNR TECHNICAL STANDARD 1068.
- CONTRACTOR TO PROVIDE SOLID LID OR METAL PLATE ON ALL OPEN MANHOLES DURING CONSTRUCTION TO MINIMIZE SEDIMENT FROM ENTERING THE STORM SEWER SYSTEM.

GRADING AND SEEDING NOTES

- ALL DISTURBED AREAS SHALL BE SEEDDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL WATER ALL NEWLY SEEDDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF MADISON A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE OF ANY SOIL DISTURBING ACTIVITY.

- CIVIL ENGINEERING
- SURVEYING & MAPPING
- CONSTRUCTION SERVICES
- WATER RESOURCES
- PLANNING & DEVELOPMENT
- TRANSPORTATION ENGINEERING
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- LANDSCAPE ARCHITECTURE

MADISON REGIONAL OFFICE  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
608.848.5060 PHONE | 608.848.2255 FAX  
MADISON | MILWAUKEE  
KENOSHA | APPLETON  
[www.jsdinc.com](http://www.jsdinc.com)

SERVICES PROVIDED TO:

ICONICA

901 DEMING WAY, STE. 102  
MADISON, WI 53717

PROJECT:

FEED SITE

PROJECT LOCATION:

CITY OF MADISON  
DANE COUNTY, WI

JSD PROJECT NO.:

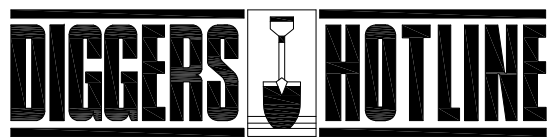
09-3564

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE  
IN PREPARING THESE PLANS AND CHECKING  
THEM FOR ACCURACY, THE CONTRACTOR  
AND SUBCONTRACTORS MUST CHECK ALL  
DETAIL AND DIMENSIONS OF THEIR TRADE  
AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	DOS	11-08-12
DRAWN:	DOS	11-08-12
APPROVED:	HPJ	-

PLAN MODIFICATIONS:	DATE:
CLIENT REVIEW	11-09-12



Toll Free (800) 242-8511  
Milwaukee Area (414) 259-1181  
Hearing Impaired TDD (800) 542-2289  
[www.DiggersHotline.com](http://www.DiggersHotline.com)

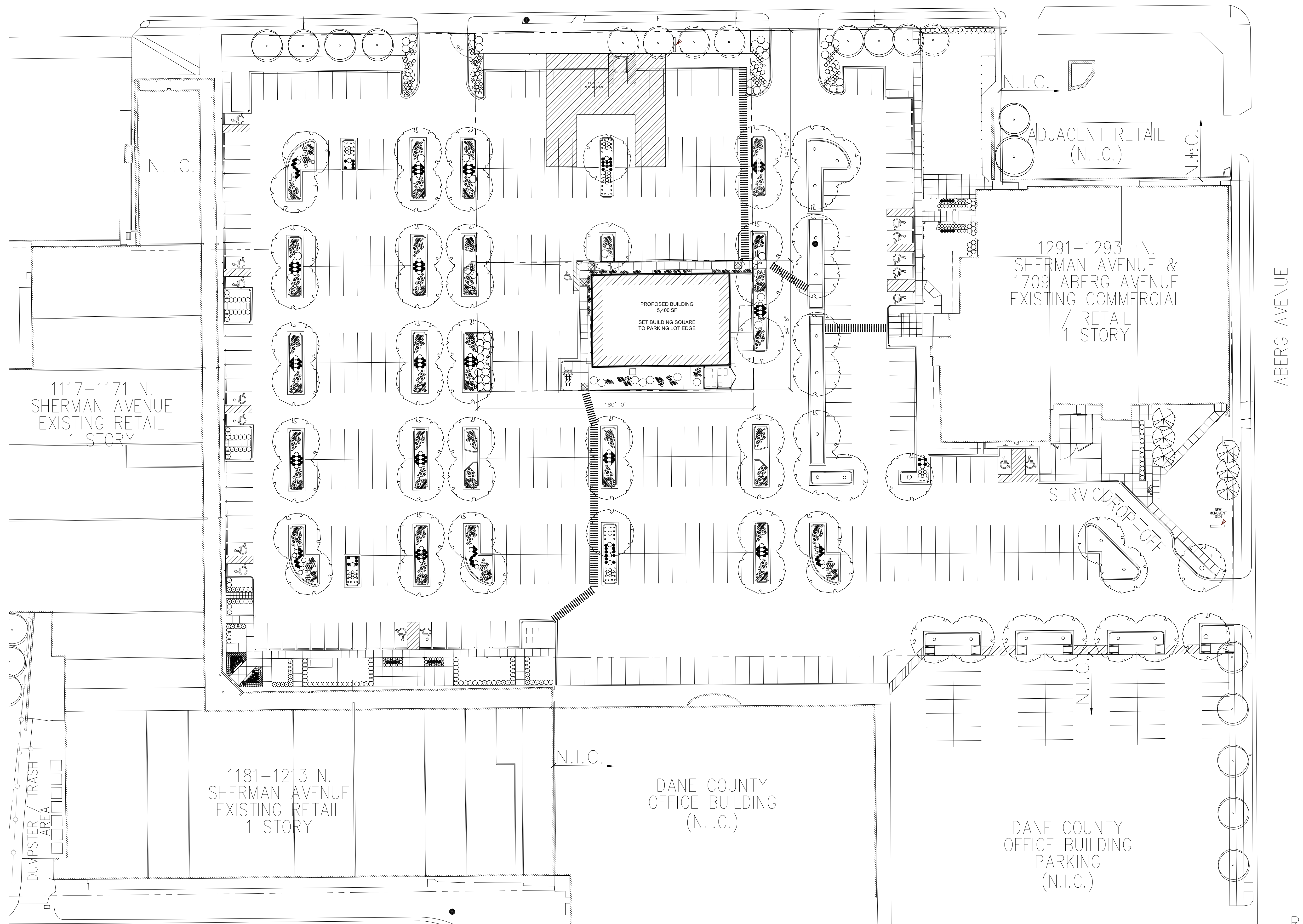
SHEET TITLE:

GRADING & EROSION  
CONTROL PLAN

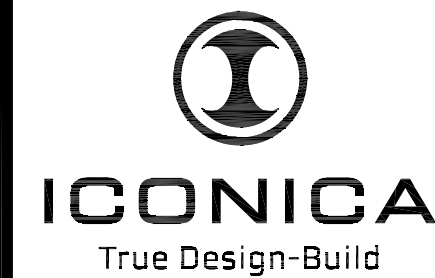
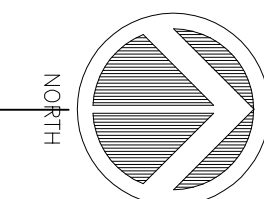
SHEET NUMBER:

C200

PLOT DATE:



1 SITE PLAN  
A100 SCALE: 1"= 30'-0"



901 Deming Way // Madison, WI 53717  
Ph: 608.664.3500 // Fx: 608.664.3535  
iconicacreates.com

**FEED INCUBATOR**  
NORTHGATE MALL  
MADISON, WISCONSIN

**FOOD ENTERPRISE & ECONOMIC DEVELOPMENT**  
702 INTERNATIONAL LANE, SUITE 203  
MADISON, WI 53704

ISSUE DATES:

RFI/SI DATE:

**Schematic Design Phase:**  
This drawing indicates the scale and relationship of the project components. This drawing is **not for construction**.

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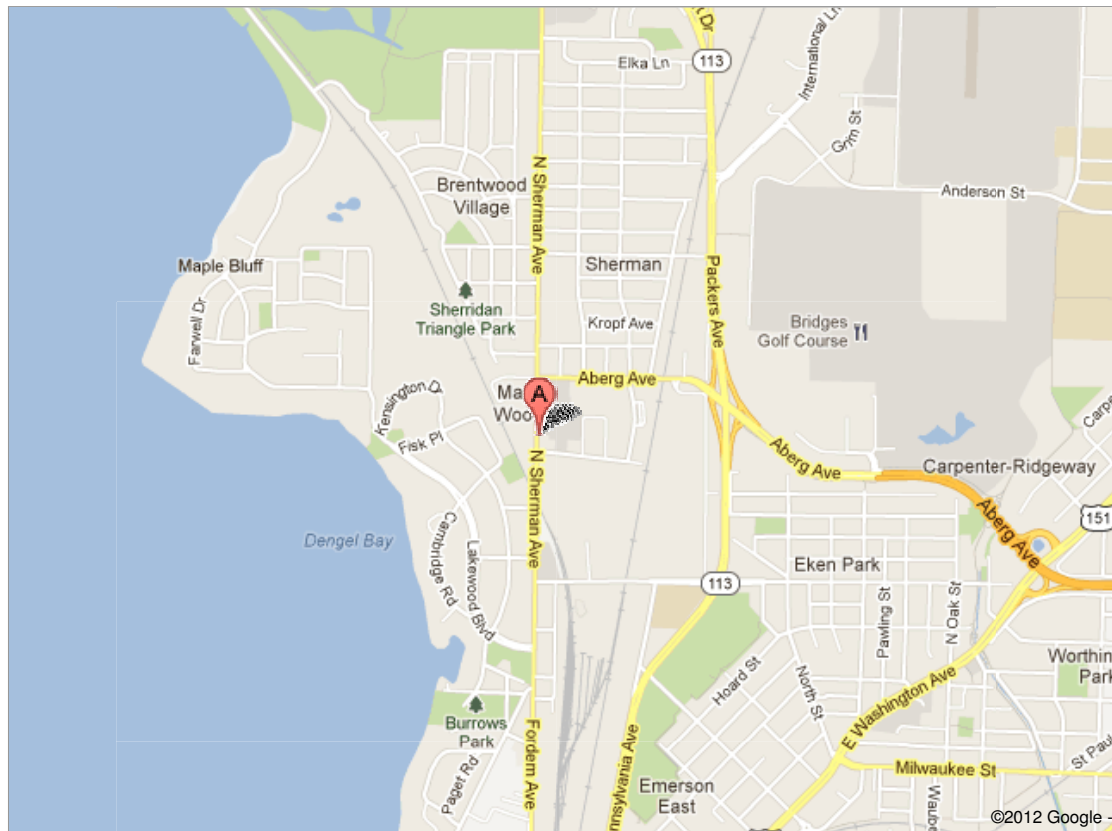
PROJECT #: 20110730  
SHEET NUMBER

**A100**

A. **Northgate Shopping Center**

Madison, WI

(608) 244-2463



FEED INCUBATOR  
AT NORTHGATE MALL  
MADISON, WISCONSIN