

**Addendum No. 1 to Westwind
(Contract 9126, MUNIS 13910)**

**Addendum No. 1 to Westwind – Surface Paving
(Contract 9129, MUNIS 13910)**

Developer: Westwind Madison Inc.



Summary of Improvements:

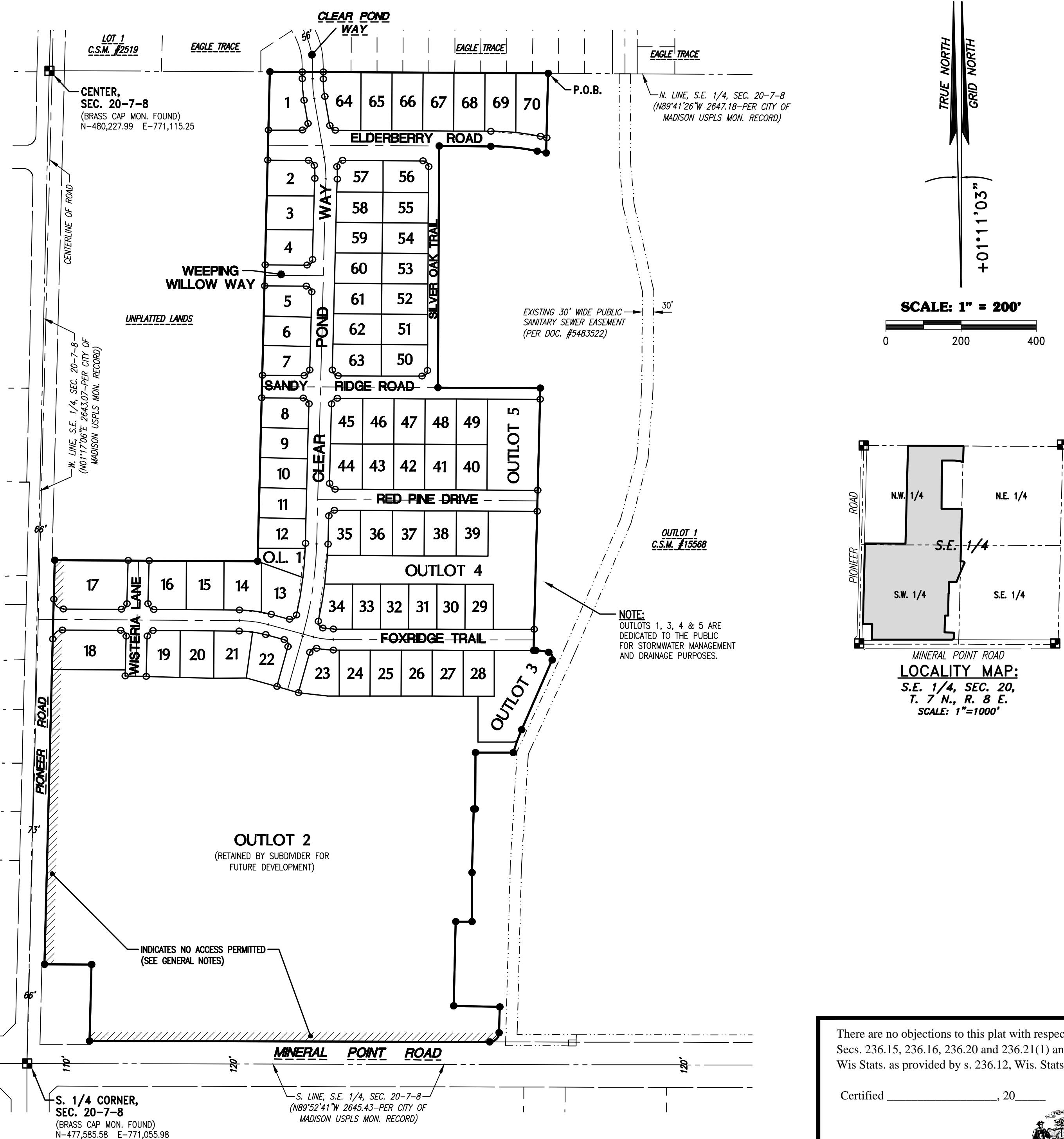
- New public street, street terrace, and sidewalk improvements for the Westwind plat (contract 9126)
- New public sanitary sewer, water main, and storm sewer improvements for the Westwind plat (contract 9126)
- Ingress / Egress improvements on Pioneer Road at Fox Ridge Trail (contract 9129)
- 4-feet of pavement, curb & gutter, and terrace improvements on Pioneer Road adjacent to the plat (contract 9129)
- New surface asphalt pavement improvements for the Westwind plat (contract 9129)
- Westwind lots 1-22 and 57-64 for construction Phase 1 (reduced scope from original approval)
- Addendums required to existing contracts 9126 & 9129 for reduced Phase 1 Scope

WESTWIND

BEING A REDIVISION OF OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 15568, BEING LOCATED IN A PART OF THE
NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20,
TOWN 7 NORTH, RANGE 8 EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

OVERALL DETAIL SHEET

OWNER:
WESTWIND MADISON, INC.
9201 WATERSIDE STREET
MIDDLETON, WI 53562
PHONE: (608) 831-5343



GENERAL NOTES:

- Indicated Found 0.75" outside diameter Reinforcing Bar. (Unless otherwise noted).
- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Dane County Coordinate System, NAD-83 (1997), in which the South line of the S.E. 1/4 of Section 20, Town 7 North, Range 8 East, bears North 89'52"41' West.
- Utility Easements as herein set forth are for the use of public bodies and private public utilities having the right to serve the area.
- Lots/buildings within this subdivision/development are subject to impact fees that are due and payable at the time building permit(s) are issued.
- All lots within this plat are subject to public easements 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 easements shall be 12 feet in width on the perimeter of the plat. For purposes of two (2) or more lots combined for a single development site, or where two (2) or more lots have a shared driveway agreement, the public easement for drainage purposes shall be a minimum of six (6) feet in width and shall be measured only from the exterior property lines of the combined lots that create a single development site, or have a shared driveway agreement, except that the easement shall be twelve (12) feet in width along the perimeter of the plat. Easements shall not be required on property lines shared with greenways or public streets. No buildings, driveways, or retaining walls shall be placed in any easement for drainage purposes. Fences may be placed in the easement only if they do not impede the anticipated flow of water.
- The Intra-block drainage easements shall be graded with the construction of each principle structure in accordance with the approved storm water drainage plan on file with the City Engineer and the Zoning Administrator, as amended in accordance with the Madison General Ordinances.
- In the event of a City of Madison Plan Commission and/or Common Council approved re-division 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.
- No Driveway shall be constructed that interferes with the orderly operation of a Pedestrian Walkway.
- The 80' wide Landscape Easement is hereby granted to the Subdivision's Home Owner's Association.
- The 80' wide Building Setback Line is required and enforceable by the City of Madison.

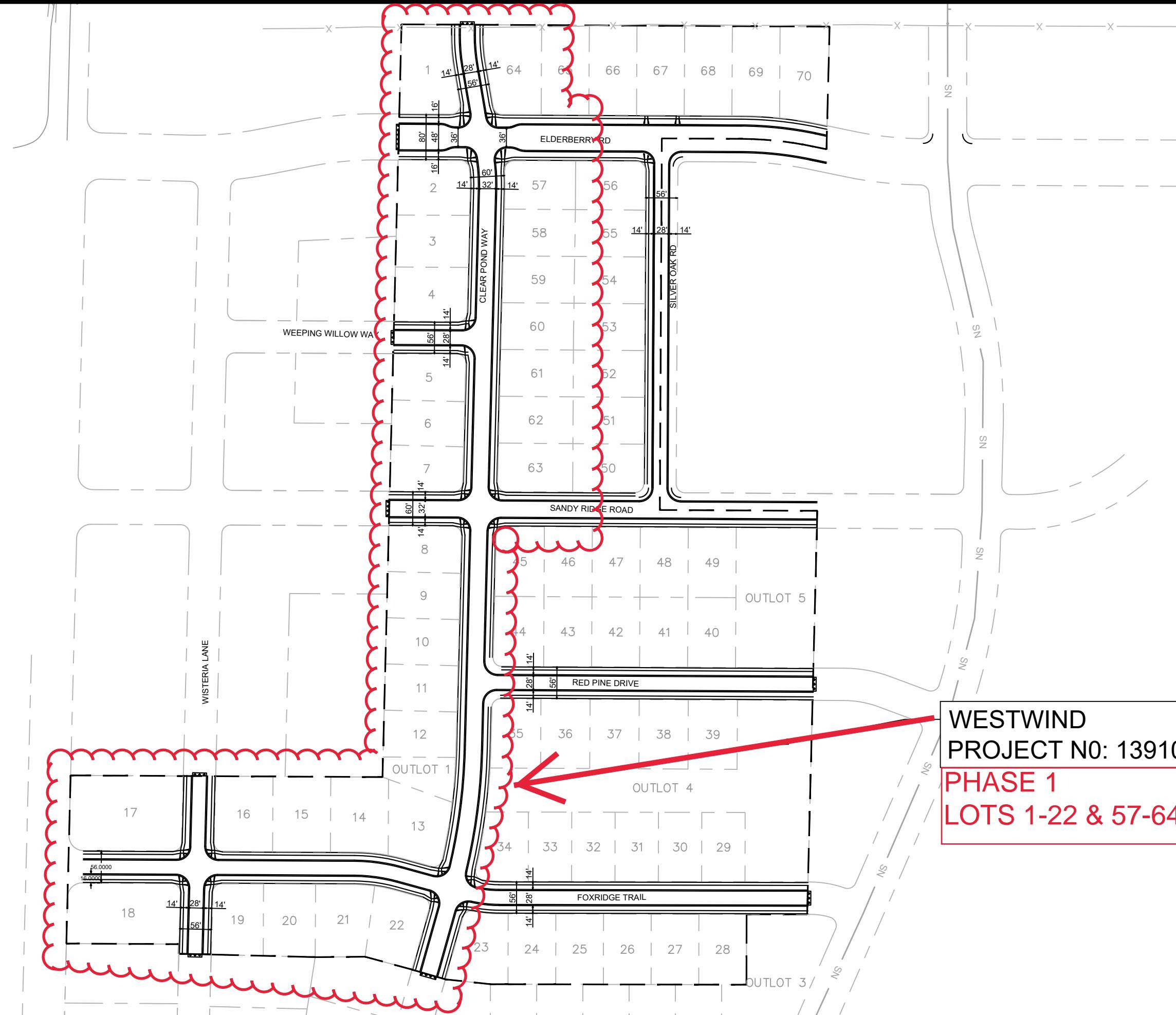
Indicates No Access Permitted. No private access shall be permitted between Lots 17, 18 and Outlot 2, Pioneer Road and Mineral Point Road. Future public street connections within Outlot 2 to Pioneer Road and Mineral Point Road for public right of way dedicated by a Final Plat or other land division that has been reviewed and approved by the City of Madison shall be permitted.

PUBLIC STORMWATER DRAINAGE EASEMENT CONDITIONS:

Creation of Easement Rights: A permanent easement over, across a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by City of Madison for public storm water drainage purposes. City of Madison and its employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, replace and reconstruct the Storm Water Drainage Facilities, including storm sewer structures and pipes, within the Easement Area. City of Madison shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

This Easement shall be subject to the following terms and conditions:

- Initial Construction of Facilities.** The work of initial construction/installation of the Facilities shall be performed by the owner ("Owner"), at the Owner's sole expense, in accordance with plans and specifications agreed to by the Owners and the City.
- Routine Maintenance by Owner.** Following the initial installation/construction of the Facilities, the Owner shall perform routine maintenance of the Easement Area in accordance with the following specifications:
 - The Owner shall mow the Easement Area a minimum of two (2) times per year so that water flow shall be unobstructed in a ten (10)-year storm event.
 - The Owner shall promptly pull and clear weeds and volunteer brush and trees in the Easement Area so they are not allowed to attain a trunk size of one inch-diameter or larger.
 - In all cases, the Owner shall be responsible for compliance with the separately recorded Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures setting forth additional inspection and maintenance responsibilities of the Owner for the stormwater facilities within the Easement Area.
 - The Owner shall also be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any maintenance activity.
- Structural Maintenance by City.** Following the initial installation/construction of the Facilities, the City shall perform structural maintenance of the Facilities and Easement Area in accordance with the following specifications:
 - The City shall maintain the underground pipe and inlets so they are free of debris within the pipes.
 - The City shall be responsible for repair and replacement of the underground pipe and inlets.
 - The City shall repair any damage to the physical structure of the drainage way (e.g., repair of berms, slopes, etc. that may have structurally failed).
 - In all cases, the City shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any maintenance activity.
- No Grade Change or Improvements.** Following the initial installation/construction of the Facilities by the Owner, there shall be no grade change to the Easement Area without the prior written approval of the City of Madison Engineer. No above-ground improvements will be allowed in the Easement Area by either party, with the exception that sewer access structures ("SAS's") shall be permitted.
- Property Restoration:** City of Madison or the Owner shall repair any respective damage caused to any pavement, concrete or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison or the Owner as provided herein. Following completion of any excavation work, either respective party shall promptly restore the area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete and turf.
- Reservation of Use by Owner.** The Owner reserves the right to use and occupy the Easement Area in a manner consistent with the rights conveyed herein provided that such use and occupancy shall not interfere with or disturb the construction, operation, maintenance, repair, or modification of the storm water drainage improvements.
- Compliance.** The Owner and the City shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution, contamination or to occupational health and safety.
- Release of Rights to Easements Created by Plat:** Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.
- Binding Effect.** The rights and easement granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- Applicable Law.** This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- Severability.** If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.



WESTWIND
PROJECT N0: 13910
PHASE 1
LOTS 1-22 & 57-64

BOARD OF PUBLIC WORK EXHIBIT



13910
9126