Westwind Phase 2 (Contract 9386, MUNIS 14931)

Westwind Phase 2 – Surface Paving (Contract 9387, MUNIS 14931)

Developer: Westwind Madison, LLC



Summary of Improvements:

- New public street, street terrace, and sidewalk improvements for Westwind Phase 2 (contract 9386)
- Adjustments as needed for public sanitary sewer, water main, and storm sewer that was installed under the Phase 1 contract (contract 9386)
- New surface asphalt pavement improvements for Westwind Phase 2 plat (contract 9387)
- Westwind Phase 2 includes lots 23-56, 65-70, and outlots 3-5

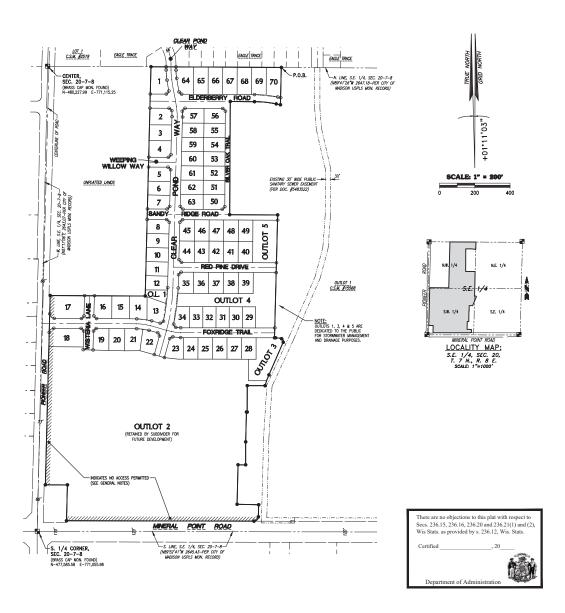
WESTWIND

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 MADDEON, DAME COUNTY, WISCONSTIN

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 Reinforcina Bar. (Unless otherwise noted).
- ⊙ * Indicolas Sel 1.270" outside diameter x 18" long Reinforcing Bor weighing 4.303 lbs. per lineal fool. All other Lot and Outlot corners are stoked with 0.750' outside diameter x 18" long Reinforcing Bor weighing 1.502 lbs. per lineal fool.
- . All linear measurements have been made to the nearest one-hundredth of a fool.
- · All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Orid 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, Ronge 8 East, bears North 895241* 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 plot are subject to public ecoments for drainage purposes which shall be a minimum of \$ feet in width measured from the property line to the interior of sect bell except that the ecoments shall be 12 feet in width on the perimeter of the plot. For purposes of two (2) or more his bore a committed for a lingle development site, or where the 20 nm are let have a started drivery agreement, the public excentent for drainage purposes shall be a minimum of sit (6) feet in width and shall be measured only from the estatic property lines of the combined lots that create a single development sit, or hove a broad drivery agreement, except that the ecoment shall be where (2) set in which drainsy hardware, and of the plot. Ecoments shall not be required on property lines above with greatways or public stretch. No buildings, chriveways, or relative greats shall be placed in any ecoment for drainings purposes. In forces may be proceed in the ecoment of the drainings purposes. In forces may be proceed in the ecoment of the first consens of the proceed in the ecoment of the drainings purposes. In forces may be proceed in the ecoment of the draining purposes. The economy be proceed in the ecoment of the first of the plot.
- The intra-block drainage easements shall be graded with the construction of each principle structure in accordance with the approved storm water drainage along on the 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 herein granted to the Subdivision's Home Owner's Association
- . The 80' wide Building Selback 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 Outlo 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 Modison and hall be permitted.

PUBLIC STORMWATER DRAINAGE EASEMENT CONDITIONS:

Cecition of Economic Rights: A permonent assessment over, ocross a portion of this property (the "Conserved Area") is entablished, memoriolized, reserved by, granted, conveyed, transferred and essigned to City of Medicion for the uses and purposes harmoniter set forth. The Economic Area may be used by City of Medicion and pulsic storm veder deringes purposes. Offly of Medicion and the impropers, agents not conclustors shall have the further ownering, intellul, michidani, pererits, repols, repolse and reconstruct the Storm Weler Deringer Ecollies, including aform sever structures and places in the control of the Conserved Area (IV) of Medicion and the Economic Area (IV) of Medicion and the Conserved Area (IV) of Medicion and IV) or force its carearist in finglish only polylished hermatics, and by all and control of the Economic Area (IV) of the Conserved Area (IV) of the Conserved Area (IV) of the Conserved Area (IV) or force its carearist in finglish only polylished hermatics, and by all and control of the Economic Area (IV) of the Repolicy pulse of the Economic Area (IV) of the Repolicy pulse (IV) or the Repol

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.
- 2. <u>Routine Mointenance by Owner</u>, Following the Initial Installation/construction of the Facilities, the Owner shall perform routine maintenance of the Easement Age. In accordance with the following sensitivations:

- A bodiest administration of the comment of the comm

- Structural Maintenance by City. Following the liabilal installation/construction of the Facilities, the City shall perform structural maintenance of the Facilities and Economics with the following specifications:

 The City shall be a recombined with the following specifications:

 The City shall be responsible for replayed and episcement of the underground byte and islates.

 The City shall report any demange to the physical structure of the denices way (e.g., repoir of barrons, slopes, etc., that may have structurally folled) in all cases, the City shall responsible for relatively in opiniosis endicates, codes, structure, and leves, and obtaining all parmits required for any
- 4. <u>No Grade Change or Improvements</u>. Following the Initial Installation/construction of the Facilities by the Owner, there shall be no grade change to the Ecsement Area without the prior written approval of the City of Modison Engineer. No obove-ground improvements will be allowed in the Ecsement Area by either porty, with the exception that sever occess structures (SAS's) shall be permitted.
- 5. Expects, Baltacolisa. City of Medicon or the Orser shall report on respective derange scramed to any prevents, accorded or the Medical shills in the Cameral state under the Normet's or entitle of the City of Medical shills in the City of Medical control or the Cheer or provided between Following completion of any according work, either expecting party shall promptly restore the orse cifected by the work to the original grade and surface according including the report or replacement of powers, conceived and further.
- 5. <u>Reservoilon of Use by Owner</u>. The Owner reserves the right to use and occupy the Easement Area in a monner consistent with the rights conveyed herein provided that such use and occupancy shall not interfere with or disturb the construction, operation, molimenance, repoir, or modification of the storm water oringings improvements.
- 6. <u>Compliance</u>. The Owner and the City shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit realizing to environmental pollution or contamination or to occupational health and safety.
- 7. <u>Release of Rights to Ecsements Created by Plots</u>. Any release of rights that were placed on pidfled 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 according with sex26.28 p.m.
- 8. <u>Binding Effect</u>. The rights and easement granted herein shall be deemed to be coverants running with the land and shall insure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- 9. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- 10. 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 offect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by

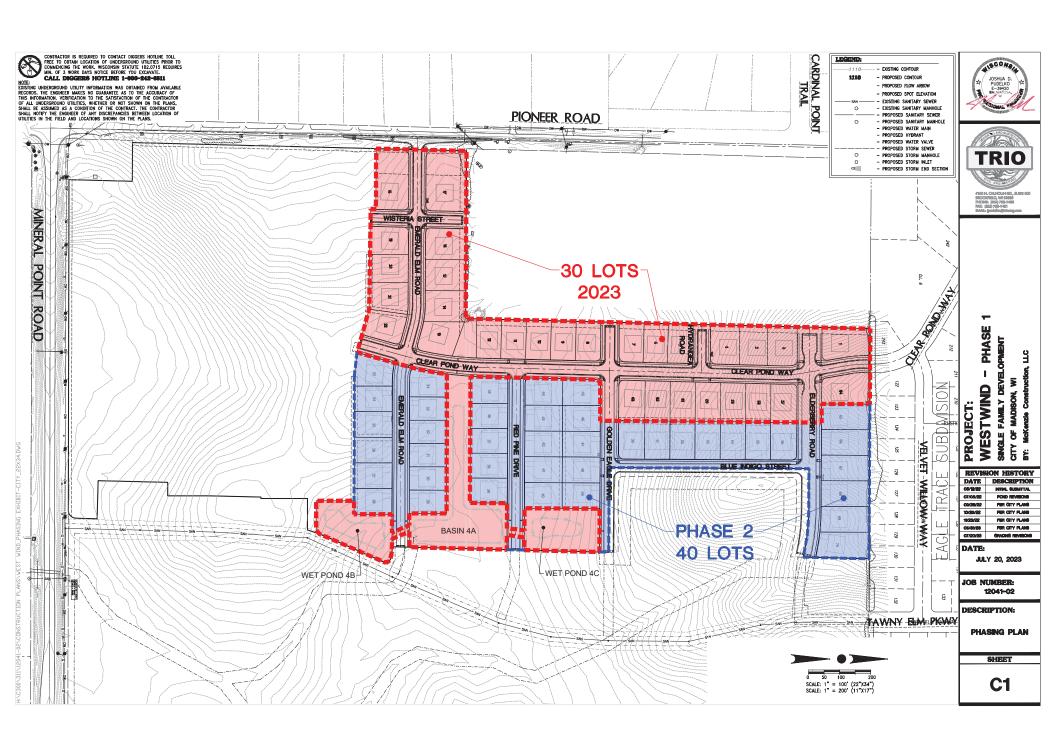


EXHIBIT OF IMPROVEMENTS: WESTWIND - PHASE 2 BOARD OF PUBLIC WORKS 02/07/2024

