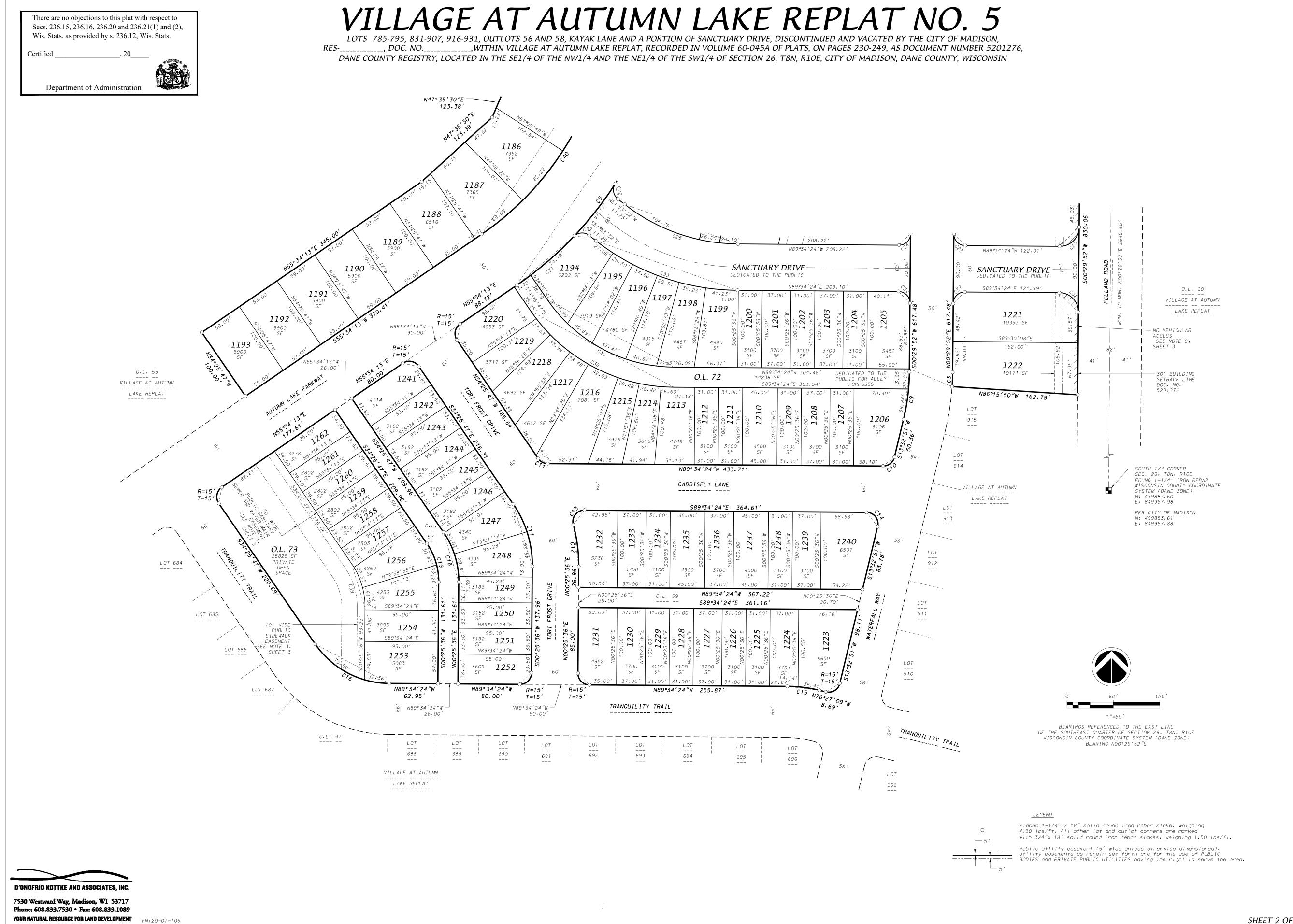


7530 Westward Way, Madison, WI 53717

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

VILLAGE AT AUTUMN LAKE REPLAT NO. 5 LOTS 785-795, 831-907, 916-931, OUTLOTS 56 AND 58, KAYAK LANE AND A PORTION OF SANCTUARY DRIVE, DISCONTINUED AND VACATED BY THE CITY OF MADISON



SHEET 2 OF 4

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

, 20

Certified

Department of Administration

VILLAGE AT AUTUMN LAKE REPLAT NO. 5 LOTS 785-795, 831-907, 916-931, OUTLOTS 56 AND 58, KAYAK LANE AND A PORTION OF SANCTUARY DRIVE, DISCONTINUED AND VACATED BY THE CITY OF M _____, DOC. NO._____, WITHIN VILLAGE AT AUTUMN LAKE REPLAT, RECORDED IN VOLUME 60-045A OF PLATS, ON PAGES 230-249, AS DOCUMENT NUMBER 5201276, RES-DANE COUNTY REGISTRY, LOCATED IN THE SE1/4 OF THE NW1/4 AND THE NE1/4 OF THE SW1/4 OF SECTION 26, T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

<u>NOTES</u>

1. This Plat is subject to the following recorded instruments:

- A. Declaration of Conditions and Covenants recorded as Doc. Nos. 4195254, 4195255, 4209500 and 4209501. B. Declaration of Conditions, Covenants and Restrictions recorded as Doc. Nos. 5217505 and 5250826. C. Declaration of Protective Covenants, Conditions and Restrictions recorded as Doc. No. 5298483 and ame Doc. Nos. 5302800, 5337700 and 5467972. D. Public Utility Easement granted by Doc. No. 5201276, partially released by Doc. Nos.___
- E. Public Sanitary Sewer and Water Easements granted by Doc. No. 5201279, partially released by Doc. N F. No Access Restriction recorded as Doc. No. 5201276, partially released by Doc. No._____.
- 2. All lots within this plat are subject to public easements for drainage purposes which shall be a minimum measured from the property line to the interior of each lot except that the easements shall be 12 feet in perimeter of the plat, EXCEPT where shown otherwise on the face of the plat. For purposes of two (2) or for a single development site, or where two (2) or more lots have a shared driveway agreement, the public drainage purposes shall be a minimum of five (5) feet in width and shall be measured only from the exter the combined lots that create a single development site, or where two (2) or more lots have a shared driveway agreement, the public drainage purposes shall be a minimum of five (5) feet in width and shall be measured only from the exter the combined lots that create a single development site, or have a shared driveway agreement, except that be twelve (12) in width along the perimeter of the plat. Easements shall not be required on property ligreenways or public streets. No buildings, driveways, or retaining walls shall be placed in any easement 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 the approved storm water drainage plan on file with the City Engineer and the Zoning Administrator, as a accordance with the Madison General Ordinances.

NDTE: In the event of a City of Madison Plan Commission and/or Common Council approved re-division of property, the underlying public easements for drainage purposes are released and replaced by those requirernt approved subdivision.

3. Public Easement terms and conditions: Public Sidewalk and Bike Path Easements:

<u>Creation of Easement Rights:</u> A permanent easement over, across and within the Easement Area is est reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purpos forth. The Easement Area may be used by the City of Madison for public sidewalk and bike path purpos its employees, agents and contractors shall have the right to construct, install, maintain, operate, rep reconstruct the public sidewalk and bike path within the Easement Area. City of Madison shall have the ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereun remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere wi potential use of the Easement Area for the foregoing purposes.

<u>Property Restoration:</u> City of Madison shall repair any damage caused to any pavement, concrete or turf Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the C provided herein. Following completion of any excavation work, City of Madison shall promptly restore work to the original grade and surface condition including the repair or replacement of pavement, concr Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easeme provided such use shall not interfere with the easement rights of the City of Madison hereunder. No obstructions landscaping or fences unrelated to the public use shall be constructed in and no grade

the Easement Area without the written consent of the City of Madison's Engineering Division City Eng <u>Binding Effect:</u> This Easement shall run with the land described herein and shall be binding upon the and their successors in interest.

<u>Release of Rights to Easements Created by Plat:</u> Any release of rights that were placed on platted land public body or which names a public body or public utility as grantee shall be released by recording a release document with the Dane County Register of Deeds in accordance with ss236.293.

<u>Public Water Main Easements:</u>

Creation of Easement Rights: A permanent easement over, across and within the Easement Area is establi reserved by, granted, conveyed, transferred and assigned to City of Madison for the uses and purposes. The Easement Area may be used by City of Madison for public underground water main purposes. City of Ma employees, agents and contractors shall have the right to construct, install, maintain, operate, repair reconstruct the Water Main Facilities within the Easement Area. City of Madison shall have the furth-egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and t vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual Easement Area for the foregoing purposes Easement Area for the foregoing purposes.

Property Restoration: City of Madison shall repair any damage caused to any pavement, concrete or turf Easement Area and/or the Property as a result of the use of the Easement Area to the the second to a second the second to a second Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the C provided herein. Following completion of any excavation work, City of Madison shall promptly restore work to the original grade and surface condition including the repair or replacement of pavement, concr <u>Limitations on Use of Easement Area:</u> The owner of the Property shall have the right to use the Easement provided such use shall not interfere with the easement rights of the City of Madison hereunder. No but fences unrelated to the Water Main Facilities shall be constructed in and no grade change shall be made without the written consent of the City of Madison's Water Utility General Manager.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the and their successors in interest. <u>Release of Rights to Easements Created by Plat:</u> Any release of rights that were placed on platted land public body or which names a public body or public utility as grantee shall be released by recording a

release document with the Dane County Register of Deeds in accordance with ss236.293. <u>Public Sanitary Sewer Easements:</u>

<u>Creation of Easement Rights:</u> A permanent easement over, across and within the Easement Area is establish reserved by, granted, conveyed, transferred and assigned to City of Madison for the uses and purposes The Easement Area may be used by City of Madison for public underground sanitary sewer purposes. City of employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, reconstruct the Sanitary Sewer Facilities within the Easement Area. City of Madison shall have the fu and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and t trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the o of the Easement Area for the foregoing purposes. of the Easement Area for the foregoing purposes.

<u>Property Restoration:</u> City of Madison shall repair any damage caused to any pavement, concrete or turf Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the Ci provided herein. Following completion of any excavation work, City of Madison shall promptly restore to work to the original grade and surface condition including the repair or replacement of pavement, concre <u>Limitations on Use of Easement Area:</u> The owner of the Property shall have the right to use the Easement provided such use shall not interfere with the easement rights of the City of Madison hereunder. No build fences unrelated to the Sanitary Sewer Facilities shall be constructed in and no grade change shall be Area without the written consent of the City of Madison's Engineering Division City Engineer. <u>Binding Effect:</u> This Easement shall run with the land described herein and shall be binding upon the and their successors in interest.

<u>Release of Rights to Easements Created by Plat:</u> Any release of rights that were placed on platted land public body or which names a public body or public utility as grantee shall be released by recording a service release document with the Dane County Register of Deeds in accordance with ss236.293.

- 4. Subsoil information indicates that basements of structures within the plat may encounter bedrock. The report, dated March 8, 2001 and August 21, 2001, is on file with the City Engineer.
- 5. As the date of Plat recordation there is an active quarry operation on the lands located east of this may be subject to existing and future dust, noise and vibration generated by the adjacent quarry operat
- 6. Lots within this subdivision are subject to impact fees that are due and payable at the time building are issued.
- 7. No principal or accessory buildings or structures (pools, gazebos, etc.) shall be permitted within the shown hereon. This restriction shall be enforceable by the City of Madison.
- 8. No driveway shall be constructed that interferes with the orderly operation of the pedestrian walkway.
- 9. Outlot 48 and Lots 1138-1146, 1221 and 1222 shall have no vehicular access to Felland Road.

7530 Westward Way, Madison, WI 53717

Phone: 608.833.7530 • Fax: 608.833.1089 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT FN: 20-07-106

					<u>C</u>	<u>urve table</u>		
	CUR VE NUMBER	LOT	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE	TANGENT BEAR ING
	1		15.00 350.00	22.91 193.57	26.07 196.13	N08° 34′ 04″E N74° 24′ 21″E	99°34′12″ 32°06′22″	OUT-N58°21′11″E
		1129 1130 1131	350.00 350.00 350.00	49.54 42.00 42.00	49.59 42.02 42.02	N62°24′42″E N69°54′36″E N76°47′22″E	08°07′02″ 06°52′46″ 06°52′46″	
01.		1132 1133	350.00 350.00 328.00	42.00 20.46 18.54	42.02 20.46 18.54	N83° 40′ 08″E N88° 47′ 01″E N02° 07′ 01″E	06°52′46″ 03°21′00″ 03°14′18″	
amended by	4	1140	178.00 178.00 178.00	126.75 0.55	129.60 0.55	N20°21′35″W N20°21′35″W N00°24′37″E	41°42′56″ 00°10′32″	
Nos		1139 1138 1137	178.00 178.00 178.00	54.24 54.41 19.97	54.45 54.63 19.98	N08°26′27″W N25°59′45″W N38°00′09″W	17°31′36″ 17°35′00″ 06°25′48″	
nimum of 5 feet in width et in width on the	5	OL 72	462.00 462.00	335.94 22.29	343.82 22.29	N34° 15′ 02•5″E N54° 11′ 17•5″E	42°38′21″ 02°45′51″	
) or more lots combined ublic easement for xterior property lines of that the easement check		1194 ROW 1165	462.00 462.00 462.00	74.79 87.17 29.25	74.87 87.30 29.25	N48° 09′ 49″E N38° 06′ 28″E N30° 52′ 50″E	09°17′06″ 10°49′36″ 03°37′40″	
that the easement shall ty lines shared with sement for drainage ter.		1166 1167 1168	462.00 462.00 462.00	30.02 30.02 35.84	30.03 30.03 35.85	N27°12′17″E N23°28′51″E N19°23′45″E	03° 43′ 26″ 03° 43′ 26″ 19° 23′ 45″	
in accordance with as amended in		1169 1170	462.00 462.00	30.02 4.18	30.03 4.18	N15°18′39″E N13°11′24″E	03°43′26″ 00°31′04″	
f a previously subdivided		1178 1179	350.00 350.00 350.00	185.07 31.32 47.09	187.30 31.33 47.12	N28°15′42″E N15°29′43″E N21°54′59″E	30° 39′ 40″ 05° 07′ 42″ 07° 42′ 50″	OUT–N43°35′32″E
equired and created by the		1180 1181	350.00 350.00	57.28 51.46	57.34 51.51	N30° 28′ 01 ″E N39° 22′ 35 ″E	09°23′14″ 08°25′54″	
	7 8		15.00 122.00	22.15 86.87	24.92 88.82	S88°48′45″E S20°21′35″E	95°11′26″ 41°42′54″	
established, memorialized, poses hereinafter set poses. City of Madison and	9 10		272.00 15.00	61.82 18.65	61.95 20.13	S07°01′21.5″W S51°59′13.5″W		
repair, replace and he further right of under, and to cut and	11		15.00	13.89	14.44	N62°00′05.5″W	55°08′37″	
with the actual or	12 13		200.00 15.00	54.50 23.91	54.67 27.66	N07°24′15.5″W N37°35′44.5″E		
rf located within the City of Madison as	14		15.00	23.50	27.00	S38°00′46.5″E		
e the area affected by the accete and turf.	15	1223 1224	183.00 183.00 183.00	41.82 27.74 14.14	41.91 27.77 14.14	N83°00′46.5″W N80°47′57.5″W N87°21′35″W	13°07′15″ 08°41′37″ 04°25′38″	
ement Area for any purpose, lo buildings or structures, de change shall be made to	16	1253	117.00 117.00	108.31 32.36	112.61 32.46	N62°00′05.5″W N81°37′31″W	55°08′37″ 15°53′46″	
ngineer. he owners of the Property,	17	OL 73	117.00 140.00	78.59 83.86	80.14 85.17	N54°03′12.5″W S17°00′05.5″E	39°14′51″ 34°51′23″	
and which was required by a a separate easement	18	1247 1248	140.00 140.00 113.00	39.58 45.26	39.71 45.46 68.74	S26°18′14″E S08°52′32.5″E N17°00′05.5″W	16°15′06″ 18°36′17″ 34°51′23″	
	18	1249 1248	113.00 113.00 113.00 113.00	67.69 7.39 29.81	7.39 29.89	N01°26′51.5″W N10°54′01″W	03° 44′ 55″ 15° 09′ 24″ 15° 15′ 54″	
lished, memorialized,	19	1247 1246	113.00 87.00	30.02 1.35 52.11	30.11 1.35 52.93	N26°06′40″W N34°05′12″W S17°00′05.5″E	00° 41′ 10″ 34° 51′ 23″	
oses hereinafter set forth. Madison and its air, replace and	13	1256 1255	87.00 87.00	30.43 22.28	30.59 22.34	S77°00°03.5°E S24°21′28″E S06°55′46.5″E	20° 08′ 38″ 14° 42′ 45″	
rther right of ingress and d to cut and remove trees, al or potential use of the		1133 1132	250.00 250.00 250.00	139.11 14.61 30.00	140.97 14.61 30.02	S74°18′17″W S88°47′03″W S83°40′11″W	32°18′30″ 03°20′58″ 06°52′46″	OUT-S87°O6′34″W
rf located within the		1131 1130	250.00 250.00	30.00 30.00	30.02 30.02 30.02	S76°47′25″W S69°54′39″W	06°52′46″ 06°52′46″	
City of Madison as e the area affected by the acrete and turf.	21 22		224.00 25.00	120.51 35.33	122.01 39.24	N74°51′15″E S45°27′44″W	31°12′34″ 89°55′44″	IN-N59°14′58″E
ement Area for any purpose, buildings or structures or	23		15.00	21.23	23.58	N44°32′16″W	90°04′16″	
made tõ the Easement Area	24 25		15.00 240.00	21.20 155.01	23.54 157.84	S45°27′44″W N70°43′58″W	89°55′44″ 37°40′52″	
he owners of the Property,		1164 OL71 1165	240.00 240.00 240.00	24.10 26.05 106.76	24.11 26.06 107.66	N86°41′42″W N80°42′20″W N64°44′36″W	05°45′24″ 06°13′20″ 25°42′08″	
and which was required by a a separate easement	26		15.00	20.19	22.14	N09°35′56″W	84°35′12″	OUT–N32°41′40″E
lished, memorialized,	27 28	1181	462.00 255.00 255.00	158.57 142.33 45.25	159.36 144.25 45.31	N22°48′46″E S29°08′11″W S40°15′04″W	19°45′48″ 32°24′38″ 10°10′52″	IN-S45°20′30″W
ises hereinafter set forth. y of Madison and its air, replace and		1180 1179 1178	255.00 255.00 255.00 255.00	43.23 41.73 34.31 22.82	43.31 41.78 34.33 22.82	S30°28'01"W S21°54'59"W S15°29'43"W	09°23′14″ 07°42′50″ 05°07′42″	
e further right of ingress nd to cut and remove he actual or potential use	29	1149	229.00 229.00 229.00	126.31 27.40	127.97 27.41	N28°56′26″E N16°21′37″E	32°01′08″ 06°51′30″	OUT-N44°57′00″E
		1148 1147	229.00 229.00 229.00	40.36 59.98	40.41 60.15	N24° 50′ 42″E N37° 25′ 31″E	10°06′40″ 15°02′58″	
rf located within the City of Madison as e the area affected by the	30	1147 1148	154.00 154.00 154.00	80.10 35.34 27.14	81.03 35.42 27.18	S28°00′17″W S36°29′22″W S24°50′42″W	30°08′50″ 13°10′40″ 10°06′40″	IN-S43°04′42″W
ncrete and turf. ement Area for any purpose, buildings or structures or	31	1149	154.00 462.00	18.42 96.98	18.43 97.16	S16°21′37″W N49°32′44.5″E	06°51′30″	OUT-N43°31′16″E
I be made to the Easement	32		15.00	20.19	22.14	N85°48′52″E	84°35′12″	
he owners of the Property,	33	1194 1195	300.00 300.00 300.00	193.76 27.06 29.50	197.30 27.07 29.51	S70° 43′ 58″E S54° 28′ 39″E S59° 52′ 52″E	37° 40′ 52″ 05° 10′ 14″ 05° 38′ 12″	
and which was required by a a separate easement		1196 1197 1198	300.00 300.00 300.00	34.66 29.51 35.23	34.68 29.52 35.25	S66°00′39″E S72°08′28″E S78°19′34″E	06°37′22″ 05°38′16″ 06°43′56″	
e sub-surface conditions	34	1199	300.00 15.00	41.23 21.23	41.27 23.58	S85°37′58″E S44°32′16″E	07°52′52″ 90°04′16″	
s Plat. Lots of this Plat	35	1198 1197	200.00 200.00 200.00	185.14 22.53 40.87	192.49 22.54 40.94	N62°00′05.5″W N86°20′40″W N77°15′03″W	55°08′37″ 06°27′28″ 11°43′46″	
rations.		1196 1195 1194	200.00 200.00	47.97 40.88	48.09 40.95	N77 75 05 W N64°29′54″W N51°44′42″W N40°09′16.5″W	13° 46′ 32″ 11° 43′ 52″ 11° 26′ 59″	
g permit(s)	36	1220	200.00 226.00 226.00	39.90 209.21 11.75	39.97 217.51 11.75	S62°00′05.5″E S35°55′10.5″E	55°08′37″ 02°58′47″	
ne building setbacks		1219 1218 1217	226.00 226.00 226.00 226.00	27.53 33.99 28.48	27.54 34.02 28.50	S40°54′03″E S48°42′18″E S56°37′50″E	06° 58′ 58″ 08° 37′ 32″ 07° 13′ 32″	
у.		1216 1215 1214	226.00 226.00 226.00 226.00	42.03 28.48 28.48	42.09 28.50	S65°34′44″E S74°31′37″E S81°45′07″E	10° 40′ 16″ 07° 13′ 30″ 07° 13′ 30″	
	37	1214	226.00 226.00 15.00	28.48 16.60 21.20	28.50 16.60 23.54	S87°28′08″E S87°27′44″E	04°12′32″ 89°55′44″	
	38		25.00	35.38	39.30	S44° 32′ 16″E	90°04′16″	
	39	1255 1256	100.00 100.00 100.00	59.90 26.19 28.53	60.84 26.27 28.63	N17°00′05.5″W N07°05′52.5″W N22°49′23″W	34°51′23″ 15°02′57″ 16°24′04″	
	40	1257	100.00 382.00	5.94 277.77	5.94 284.28	N32°43′36″W S34°15′02.5″W	03°24′22″ 42°38′21″	
		1184 1185 1186	382.00 382.00 382.00	50.30 82.22 82.22	50.33 82.38 82.38	S16°42′21″W S26°39′31″W S39°00′53″W	07°32′58″ 12°21′22″ 12°21′22″	
		1187	382.00	69.09	69.19	S50°22′53.5″W	10°22′39″	

SHEET 3 OF 4

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

, 20

Certified

Department of Administration

<u>owner's certificate</u>

MADISON PLAN COMMISSON CERTIFICATE D & R Investments III, LLC a limited liability company duly organized and existing under and by virtue of the Approved for recording per the Secretary of the City of Madison Plan Commission laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. D & R Investments III, LLC does further certify that this plat is required by \$236.10 or \$236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection: Date: By: Matt Wachter, Secretary of the Plan Commission Department of Administration Common Council, City of Madison Dane County Zoning and Land Regulation Committee In witness whereof, D & R Investments III, LLC has caused these presents to be signed this _____day of_____, 2020. D & R Investments III, LLC MADISON COMMON COUNCIL CERTIFICATE Resolved that the plat of "Village at Autumn Lake Replat Replat No. 5" located in the City of Madison, was hereby approved by Enactment Number______, File I.D. Number______, adopted this______, 2020, and that said Enactment further provided for the acceptance of those lands dedicated and rights conveyed by said plat to the City of Madison for public use. Dated this_____day of_____, 2020. STATE OF WISCONSIN) COUNTY OF DANE) S.S Maribeth Witzel-Behl, Clerk, City of Madison, Dane County, Wisconsin _____, 2020, the above person to me known My Commission expires Notary Public, Dane County, Wisconsin CITY OF MADISON TREASURER'S CERTIFICATE I, Craig Franklin, being the duly appointed, qualified, and acting Treasurer of the City of Madison, Dane County, Wisconsin, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this ______ day of ______, 2020 on any of the lands included in the plat of "Village at Autumn Lake Replat Replat No. 5". Craig Franklin, Treasurer, City of Madison, Dane County, Wisconsin

Personally came before me this ______day of _____, 2020, the to be the person who executed the foregoing instrument and acknowledged the same.

7530 Westward Way, Madison, WI 53717 Phone: 608.833.7530 • Fax: 608.833.1089 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT FN: 20-07-106

VILLAGE AT AUTUMN LAKE REPLAT NO. 5

LOTS 785-795, 831-907, 916-931, OUTLOTS 56 AND 58, KAYAK LANE AND A PORTION OF SANCTUARY DRIVE. DISCONTINUED AND VACATED BY THE CITY OF MADISON RES_____, DOC. NO._____, WITHIN VILLAGE AT AUTUMN LAKE REPLAT, RECORDED IN VOLUME 60-045A OF PLATS, ON PAGES 230-249, AS DOCUMENT NUMBER 5201276, DANE COUNTY REGISTRY, LOCATED IN THE SE1/4 OF THE NW1/4 AND THE NE1/4 OF THE SW1/4 OF SECTION 26, T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

DANE COUNTY TREASURER'S CERTIFICATE

I, Adam Gallagher, being the duly elected, qualified, and acting treasurer of the County of Dane, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this_____day of , 2020 affecting the land included in "Village at Autumn Lake Replat Replat No. 5".

Adam Gallagher, Treasurer, Dane County, Wisconsin

REGISTER OF DEEDS CERTIFICATE

Kristi Chlebowski, Dane County Register of Deeds

SHEET 4 OF 4	•
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D'ONOFRIO KOTTKE AND ASSOCIATES, INC