



CITY OF STOUGHTON  
DEPARTMENT OF  
PLANNING & DEVELOPMENT  
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619

[www.ci.stoughton.wi.us](http://www.ci.stoughton.wi.us)

RODNEY J. SCHEEL  
DIRECTOR

Date: June 5, 2017

To: Planning Commissioners

From: Rodney J. Scheel  
Director of Planning & Development

Michael P. Stacey  
Zoning Administrator/Assistant Planner

Subject: Agenda Item for the June 12, 2017 Planning Commission Meeting.

**Request by JSD Professional Services for approval of a condominium plat at Kettle Park West Commercial Center, Lot 7.**

The applicant plans to create a 5 lot condominium for KPWCC Lot 7. This condominium has already been created without City approval because the applicant did not know of the approval process requirement. The plat meets the land division ordinance requirements. The applicant would like to run the preliminary and final plat process concurrently. The preliminary plat requires a public hearing and a recommendation to Council is necessary.



**CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN**

**RESOLUTION OF THE COMMON COUNCIL**

Approving a Condominium Plat for Kettle Park West - Lot 7

Committee Action: Planning Commission recommends Council approval – 0

Fiscal Impact: N/A

**File Number:** R - - 17

**Date Introduced:**

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

**RECITALS**

- A. A condominium plat titled “Kettle Park West - Lot 7 Condominium” (the “Plat”), a copy of which is attached as Exhibit A was submitted by JSD Professional Services, Inc. (the “Applicant”) to the City of Stoughton (the “City”) on April 14, 2017.
- B. The Plat was referred to the Plan Commission for public hearing, review and recommendation to the City Council.
- C. The Plan Commission has reviewed the Plat for consistency with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan and has recommended approving the Condominium Plat as presented.
- D. The Common Council has reviewed the Condominium Plat and the Plan Commission’s recommendation, and has determined that the Plat is consistent with the City of Stoughton ordinance, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan.



## RESOLUTION

The Common Council of the City of Stoughton hereby approves the Condominium Plat named Kettle Park West – Lot 7 Condominium as presented.

**Council Action:** ☐ **Adopted** ☐ **Failed** **Vote** \_\_\_\_\_

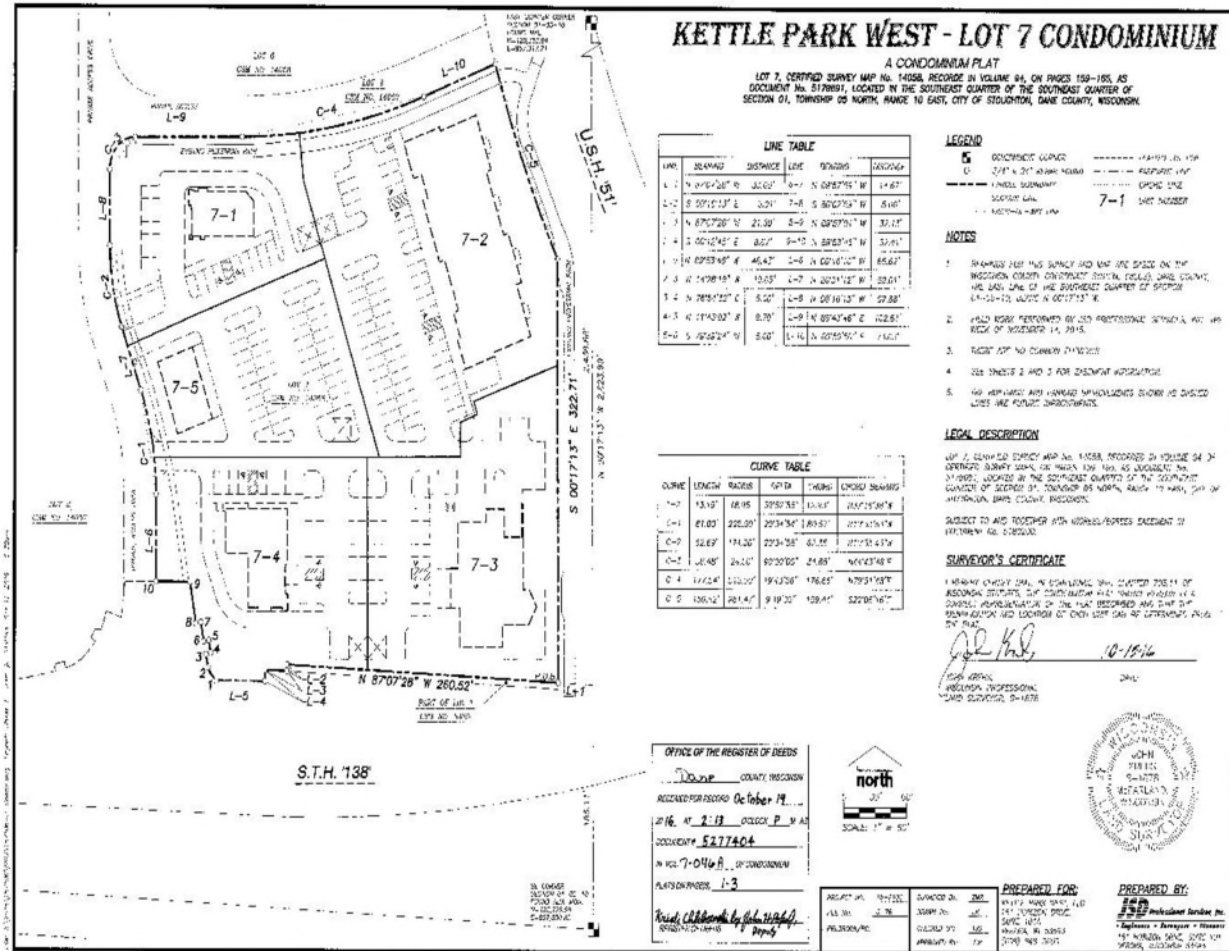
**Mayoral Action:** ☐ **Accept** ☐ **Veto**

\_\_\_\_\_  
Mayor Donna Olson

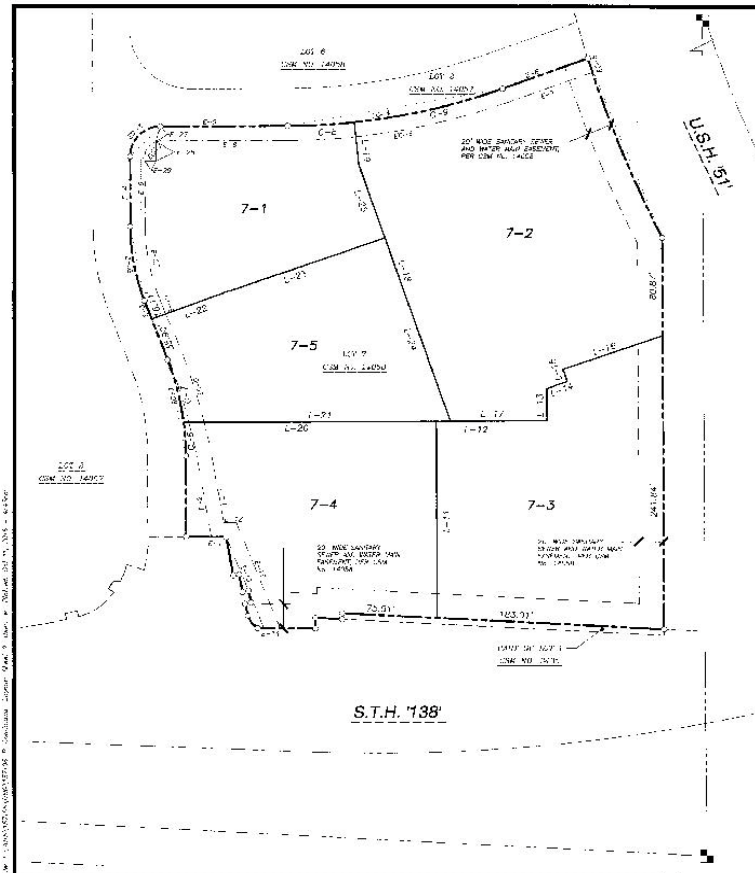
\_\_\_\_\_  
Date

**Council Action:** \_\_\_\_\_ ☐ **Override** **Vote** \_\_\_\_\_









# KETTLE PARK WEST - LOT 7 CONDOMINIUM

A CONDOMINIUM PLAT  
 LOT 7, CERTIFIED SURVEY MAP NO. 14058, RECORDED IN VOLUME 94, ON PAGES 158-165, AS  
 DOCUMENT NO. 8178891, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
 SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTSTON, DANE COUNTY, WISCONSIN.

## UTILITY EASEMENT

LINE	BEARING	DISTANCE
E-1	N 89°53'49" E	12.19'
F-1	N 89°53'49" W	58.98'
C-2	N 20°51'54" E	19.50'
C-4	N 60°16'15" E	57.68'
E-5	N 89°53'49" E	102.51'
F-6	N 89°53'49" W	73.65'
F-7	S 68°51'50" E	79.87'
F-8	S 104°15'44" E	105.61'
C-9	S 60°16'15" E	57.68'
E-10	S 20°51'54" E	19.51'
C-11	S 60°56'40" E	46.41'
E-12	S 86°53'49" E	11.24'
E-13	S 22°01'20" E	33.70'
E-14	N 89°53'49" E	12.19'
E-15	N 22°01'20" E	85.00'
E-16	S 10°13'20" E	12.57'
E-17	S 20°16'12" E	10.35'
E-18	E 69°45'45" W	9.31'

LINE	BEARING	DISTANCE
L-13	N 00°16'11" E	157.86'
L-14	N 89°49'34" E	89.20'
L-15	N 00°16'31" E	28.45'
L-16	N 00°00'00" E	17.35'
L-17	N 18°12'19" E	10.20'
L-18	N 10°14'43" E	85.00'
L-19	S 89°49'34" E	17.64'
L-20	N 18°12'19" E	223.40'
L-21	N 00°21'02" E	30.58'
L-22	N 89°42'04" E	204.40'
L-23	S 89°42'04" E	210.87'
L-24	N 89°58'22" E	53.20'
L-25	N 10°14'43" E	145.12'
L-26	S 18°12'19" E	185.03'
L-27	N 18°12'19" E	53.19'

CURVE	LENGTH	CHORD	CHORD BEARING
C-1	27.78'	223.80'	70°13'21" N 10°48'11" W
C-2	43.02'	225.80'	18°11'24" E 51.10' N 14°05'38" W
C-3	54.70'	515.50'	10°44'48" E 54.68' N 89°41'29" E
C-4	122.33'	515.50'	13°39'09" N 122.54' N 70°49'24" E

UNIT NO.	SQ. FT.	ACRES
7-1	21,512	0.567
7-2	30,090	1.105
7-3	23,361	0.611
7-4	30,350	0.886
7-5	25,156	0.676
7-6	195,193	4.527

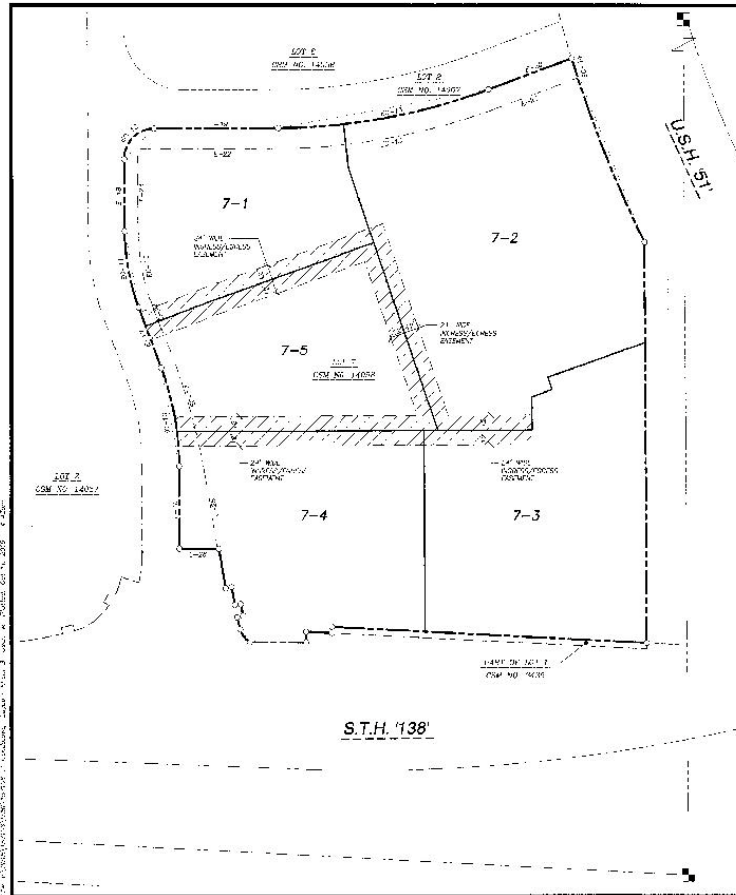
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	120.20'	511.50'	14.12'	129.21' N 17°10'29" W
C-2	62.69'	174.50'	20.34'	122.00' N 10°50'43" W
C-3	38.48'	30.56'	90°00'00"	31.60' N 89°43'49" E
C-4	176.80'	515.50'	15°45'58"	176.88' N 75°01'48" E
C-5	12.61'	981.17'	60°45'04"	12.61' S 17°47'40" E
C-6	181.67'	327.57'	18°15'56"	182.77' S 76°41'08" W
C-7	19.64'	11.50'	90°00'00"	17.68' S 89°47'46" W
C-8	88.38'	182.50'	20°14'58"	88.36' S 10°33'43" E
C-9	132.20'	125.50'	14°24'51"	137.80' S 17°09'18" E



PREPARED FOR:  
 KETTLE PARK ACCT. LLC  
 101 KETTLE PARK DRIVE, SUITE 101  
 STOUTSTON, WI 53589  
 (608) 845-0000

PREPARED BY:  
**J. S. S. Professional Services, Inc.**  
 • Engineers • Surveyors • Planners  
 101 KETTLE PARK DRIVE, SUITE 101  
 STOUTSTON, WI 53589





# KETTLE PARK WEST - LOT 7 CONDOMINIUM

A CONDOMINIUM PLAT  
LOT 7, CERTIFIED SURVEY MAP NO. 14052, RECORD IN VOLUME 94, ON PAGES 159-165, AS DOCUMENT NO. 5179891, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTLAND, DANE COUNTY, WISCONSIN.

## INGRESS/EGRESS EASEMENT

### EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
E-10	N 24°10'10" E	66.62'
E-17	N 20°01'12" E	52.01'
E-18	N 24°10'10" E	91.88'
E-19	N 89°43'40" E	102.61'
F-20	N 89°43'40" E	13.05'
F-21	S 89°43'40" E	12.42'
F-22	S 89°43'40" E	16.11'
F-23	S 29°15'54" E	60.88'
F-24	S 29°15'54" E	16.34'
E-25	S 09°56'48" E	39.24'
F-26	N 87°03'46" W	31.02'

### EASEMENT CURVE TABLE

CURVE	LENGTH	ARC DIST	CHORD	CHORD BEARING
EO-10	81.01'	225.96'	225.96'	N 20°15'14" E
EO-11	82.09'	174.50'	225.96'	N 10°15'14" E
EO-12	38.43'	24.53'	306.00'	N 44°15'40" E
EO-13	177.54'	515.56'	10943.56'	N 79°51'48" E
EO-14	16.51'	381.47'	6075.750'	S 17°55'28" E
EO-15	183.22'	533.54'	10943.56'	S 79°51'48" E
EO-16	38.43'	163.30'	225.96'	S 10°15'43" E
EO-17	121.39'	524.50'	14286.913'	S 17°02'22" E

USING THE ABOVE DIRECTIONS TO THIS CONDOMINIUM WITH RESPECT TO SECTION 01 OF TOWNSHIP 05 NORTH AND RANGE 10 EAST APPROVED FOR RECORDING

DATED THIS 19 DAY OF JULY 2014

*Charles J. Ziemann*  
DIRECTOR OF PLANNING AND COMMUNITY & ECONOMIC DEVELOPMENT, CITY OF MADISON



PROJECT NO.	14-052	DESIGNED BY	SWP
FILE NO.	14-052	APPROVED BY	SWP
DATE/NO.	10/15/14	DATE/NO.	10/15/14
APPROVED BY	SWP	APPROVED BY	SWP

PREPARED FOR:  
KETTLE PARK WEST, LLC  
141 KENNEDY DRIVE, SUITE 100  
STOUTLAND, WI 53589  
(608) 848-9235

PREPARED BY:  
**SWP**  
Professional Services, Inc.  
201 HANCOCK AVENUE, SUITE 101  
MADISON, WISCONSIN 53703



## NOTICE OF PUBLIC HEARING

The City of Stoughton Planning Commission will hold a **Public Hearing** on **Monday June 12, 2017** at **6:00 o'clock p.m.**, or as soon after as the matter may be heard, at the **Public Safety Building, Second Floor, 321 S. Fourth Street**, Stoughton, Wisconsin, 53589, to consider a proposed preliminary condominium plat for Lot 7, Kettle Park West Commercial Center. Lot 7 is proposed to accommodate up to 5 building sites.

For questions regarding this notice please contact Rodney Scheel, Director of Planning & Development at 608-873-6619.

Additional information including a location map can be found at:  
<http://stoughtoncitydocs.com/planning-commission/>

Published May 4, 2017 and May 11, 2017 Hub



**CITY OF STOUGHTON**  
**DEPARTMENT OF PLANNING & DEVELOPMENT**  
**CERTIFIED SURVEY MAP/PLAT APPLICATION**

Date of Application 4/13/2017

Applicant Name JSD PROFESSIONAL SERVICES Phone (608) 848-5060

Applicant Email todd.buhr@jsdinc.com

Owners Name (if different than applicant) KETTLE PARK WEST, LLC Phone (608) 848-9050

Subject Property Address \_\_\_\_\_

Application for: CSM \_\_\_\_\_ PRELIMINARY PLAT ✓ FINAL PLAT ✓  
(Condo plat)

.....  
**CURRENT FEES**

CERTIFIED SURVEY MAP: \$160 AND \$40/DWELLING UNIT\*  
PRELIMINARY PLAT FEE: \$410 AND \$40/DWELLING UNIT\*  
FINAL PLAT FEE: \$250 AND \$40/DWELLING UNIT\*

Number of <sup>UNITS</sup> Lots: 5 Number of Dwelling Units: 0

Fee Amount: \$ 660

Owner/Applicant Signature Todd G Buhr PLS-2614 Date 4-13-17

ANY QUESTIONS, CALL THE DEPT. OF PLANNING & DEVELOPMENT AT 608-873-6677.

\*ANY ADDITIONAL COST INCURRED OVER THE PERMIT FEE AMOUNT WILL BE BILLED TO THE PROPERTY OWNER AND/OR RESPONSIBLE PARTY. DWELLING UNITS INCLUDE EXISTING AND PROPOSED DWELLINGS.



# KETTLE PARK WEST LOT 7

## CITY OF STOUGHTON, WISCONSIN

### DRAWING INDEX

#### SHEET NO. TITLE

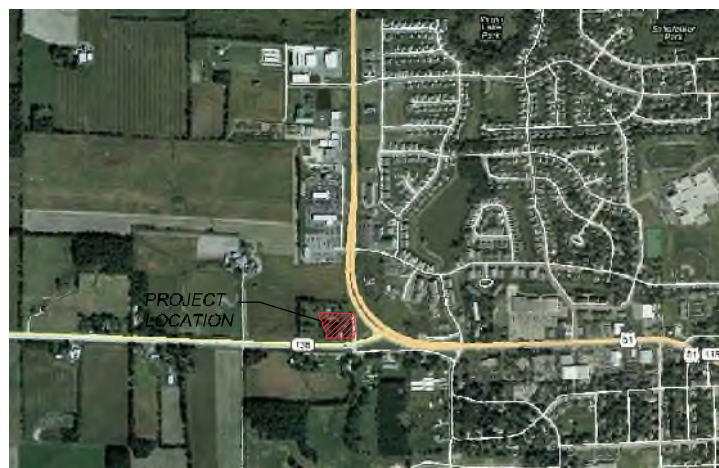
T800 TITLE SHEET

#### EXISTING CONDITIONS MAPS

C001 EXISTING CONDITIONS SURVEY  
C002 EXISTING CONDITIONS SURVEY

#### CIVIL PLANS

C100 LOT 7 SITE PLAN  
C200 LOT 7 GRADING & EROSION CONTROL PLAN  
C300 LOT 7 PRIVATE UTILITY PLAN  
C400 DETAILS  
C401 DETAILS  
C402 DETAILS  
C403 DETAILS



### PROJECT AREA

SCALE: NTS



### PROJECT UTILITY CONTACTS

**CITY OF STOUGHTON UTILITIES (SEWER, ELECTRICAL, WATER)**  
600 SOUTH FOURTH STREET  
STOUGHTON, WI 53589  
808-577-7423 (Office)  
CONTACT: ROBERT KARDASZ  
rkardasz@stoughtonutilities.com

**CITY OF STOUGHTON STREETS & PARKS**  
615 SOUTH FOURTH STREET  
STOUGHTON, WI 53589  
808-573-8303 (Office)  
CONTACT: BRETT HEBERT  
bhebert@stoughton.wis

**CITY OF STOUGHTON FIRE DEPARTMENT**  
401 EAST MAIN STREET  
STOUGHTON, WI 53589  
808-573-7218 (Office)  
CONTACT: MARK MILLER  
mmiller@stoughton.wis

**CITY OF STOUGHTON POLICE DEPARTMENT**  
381 SOUTH FOURTH STREET  
STOUGHTON, WI 53589  
808-573-3374 (Office)  
CONTACT: GREG LECK  
gleck@stoughton.wis

### GAS

**ALLIANT ENERGY**  
1521 PROGRESS LANE  
STOUGHTON, WI 53589-5304  
CONTACT: PATRICK MULLER  
808-577-1634 (Office)  
patrick.muller@alliantenergy.com

### TELEPHONE

**AT&T**  
P.O. BOX 791  
MADISON, WI 53701-0791  
808-282-6889 (Office)  
CONTACT: BRIAN SCHULTZ  
bs9154@att.com

### CABLE TV

**CHARTER COMMUNICATIONS**  
1345 Plainfield Ave.  
Janesville, WI 53546  
808-808-0494  
CONTACT: DAVID MOLDENHAUER  
david.moldenhauer@charter.com

**JSD Professional Services, Inc.**  
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ALDRIDGE, WISCONSIN 53522  
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KENOSHA | APPLETON | FOND DU LAC  
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SERVICES PROVIDED TO:



161 Madison Drive, Suite 101A  
Vernon, WI 53593

PROJECT  
KETTLE PARK WEST  
LOT 7

PROJECT LOCATION  
STOUGHTON, WI  
DAIRY COUNTY  
JOB PROJECT NO. 15-7063

SCALE: 1/4" = 1'

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THE INFORMATION, THE CONSULTANT AND SUBCONTRACTORS MUST OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF STOUGHTON BEFORE THE COMMENCEMENT OF THE PROJECT.

DESIGN: YES  
DRAWN: YES  
APPROVED: YES

PROJECT NUMBER: 15-7063  
EFFECTIVE DATE: 04/25/2017  
DATE COUNTY REVIEWED: 05/01/2017  
DATE CITY REVIEWED: 05/01/2017  
PERMIT REVIEWED: 05/01/2017



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MILWAUKEE (414) 224-7151  
Toll Free (800) 242-6611  
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SHEET TITLE:  
TITLE SHEET

SHEET NUMBER:  
TS00





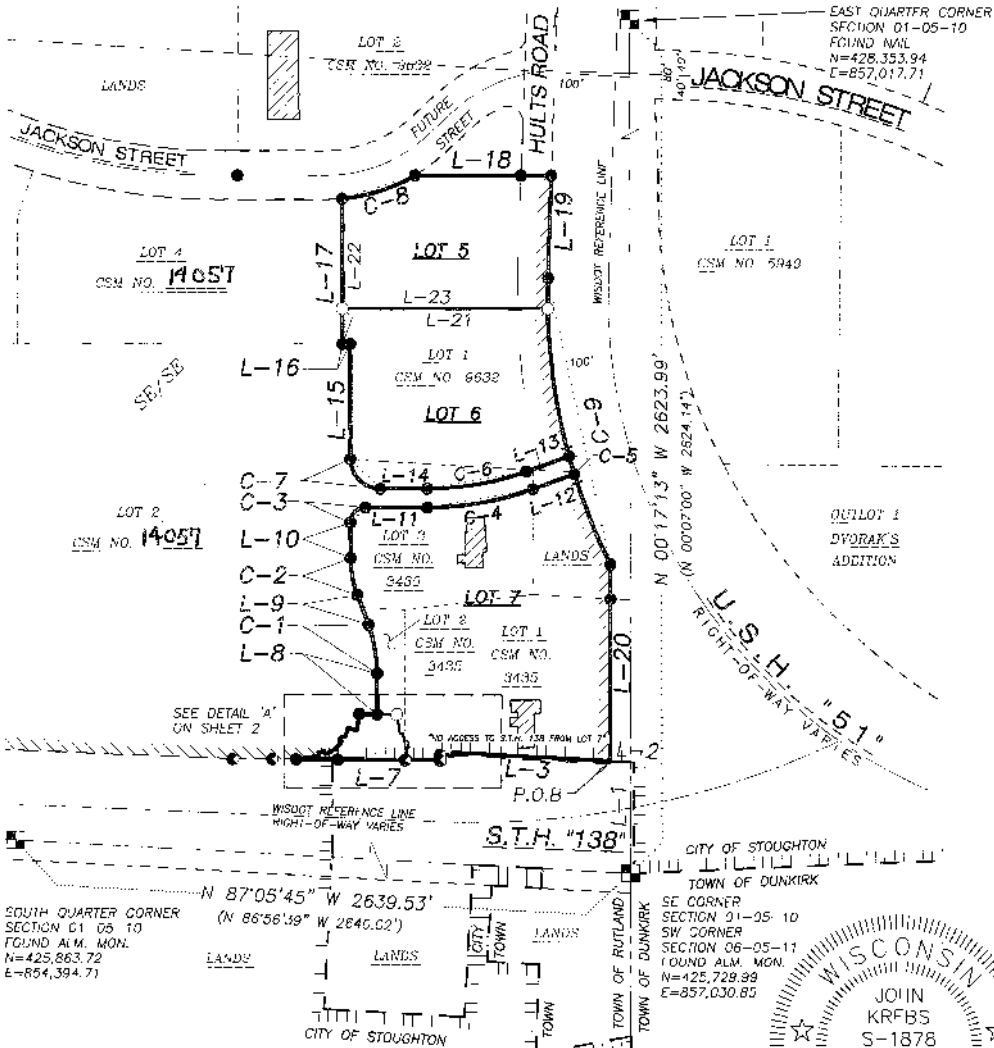




















CERTIFIED SURVEY MAP NO. 14058

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



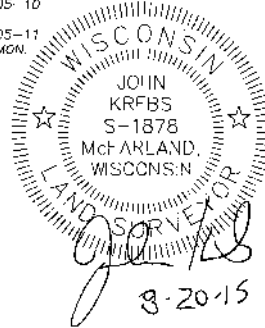
LEGEND

- |   |                          |
|---|--------------------------|
|  | GOVERNMENT CORNER        |
|  | 3/4" REBAR SET(1.5 lb/H) |
|  | ALUMINUM CAP FOUND       |
|  | 3/4" REBAR FOUND         |
|  | FLAT BOUNDARY            |
|  | CHORD LINE               |
|  | CENTERLINE               |
|  | RIGHT-OF-WAY LINE        |
|  | PLATTED LOT LINE         |
|  | SECTION LINE             |
|  | EASEMENT LINE            |
|  | CORPORATE BOUNDARY LINE  |
|  | BUILDING                 |
|  | NO ACCESS                |

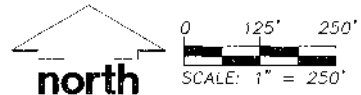
NOTES

1. BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, (WCCS) DANE COUNTY, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01-05-10, BEARS N 87°05'45" W.
2. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF NOVEMBER 3 AND 10, 2014.
3. SEE SHEET 2 FOR LINE AND CURVE TABLES AND DETAIL 'A' AND SHEETS 3, 4 AND 5 FOR FASEMENTS.
4. ALL EXISTING BUILDINGS IN THE CSM WILL BE REMOVED.
5. S.T.H. '138' REFERENCE LINE FROM WISDOT PLANS 5567-1-74(T 0250(I)).
6. U.S.H. '51' REFERENCE LINE FROM WISDOT PLANS 13-C51-C35-99C.

CONTINUED ON SHEET 2.



LOT AREAS		
LOT	SQUARE FEET	ACRES
5	72,286	1.660
6	97,873	2.247
7	165,382	3.797
ROAD	7,574	0.174
TOTAL	343,115	7.878



PREPARED BY:

**100** Professional Services, Inc.  
"Engineering & Surveying" • Planning  
151 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608) 848-5067

PREPARED FOR:

FDG  
151 HORIZON DRIVE,  
SUITE 101  
VERONA, WI 53593

PROJECT NO: 09-3951

PROJECT NO: 09-39  
FILE NO: R-254  
FIELDBOOK/PAGE: -  
SHEET NO: 1 of 7

SURVEYED BY: JK

SURVEYED BY: CR  
DRAWN BY: JK  
CHECKED BY: TJB  
APPROVED BY: DMJ

100

VOL. 94 PAGE 159  
DOC. NO. 5179691  
C.S.M. NO. 14058

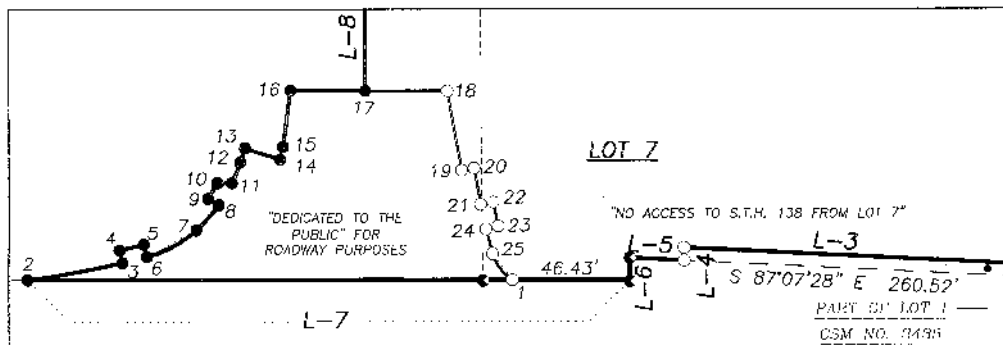


# CERTIFIED SURVEY MAP NO. 14058

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L-1	N 00°17'13" W	185.11'	L-13	N 17°53'29" E	6.00'
L-2	N 8°07'28" W	33.05'	L-14	S 72°06'31" E	14.73'
L-3	N 87°07'28" W	260.52'	L-15	N 11°51'29" E	5.17'
L-4	S 00°16'13" E	5.01'	L-16	N 07°39'16" E	22.50'
L-5	N 87°07'28" W	21.50'	L-17	S 89°53'46" E	29.73'
( )	N 86°56'39" W		L-8	N 00°16'10" W	66.62'
L-6	S 00°12'45" E	8.67'	L-9	N 20°51'12" W	52.01'
( )	S 00°08'15" E	9.18'	L-10	N 00°16'13" W	57.88'
L-7	N 89°53'46" W	238.04'	L-11	N 89°43'46" E	102.61'
( )	N 89°39'45" W		L-12	N 69°59'50" E	73.03'
L-8	N 12°50'11" W	5.00'	L-13	S 69°59'50" W	74.91'
L-9	N 76°24'46" E	9.57'	L-14	S 89°43'46" W	77.61'
L-10	S 14°20'18" E	5.00'	L-15	N 00°16'13" W	189.50'
L-11	N 58°58'06" W	5.00'	L-16	S 89°43'46" W	13.00'
L-12	N 31°02'00" E	7.17'	L-17	N 00°16'13" W	240.08'
L-13	N 89°43'46" E	5.83'	L-18	N 89°53'46" W	191.52'
			L-19	S 89°53'46" E	62.14'
			L-20	N 89°42'22" E	225.16'
			( )	N 89°53'00" F	
			L-19	S 01°40'47" W	170.46'
			( )	S 01°53'00" W	170.49'
			L-20	S 00°17'13" E	322.71'
			( )	S 00°08'15" E	
			L-21	N 00°16'13" W	58.86'
			L-22	N 00°16'13" W	181.22'
			L-23	S 89°42'22" W	339.25'
			L-18	S 89°53'46" E	32.41'
			L-19	S 09°57'01" E	32.13'
			L-20	N 80°02'59" E	5.00'
			L-21	S 09°57'59" E	14.67'
			L-22	N 79°39'24" E	5.00'
			L-23	S 11°43'02" E	9.79'
			L-24	S 76°54'32" W	5.00'
			L-25	S 14°28'19" E	10.05'

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TAN. BEARING IN	TAN. BEARING OUT
2-3	38.04'	381.50'	05°42'46"	36.02'	N 80°01'12" E	N 82°52'36" E	N 77°09'49" E
6-7	22.33'	46.50'	27°30'41"	22.11'	N 81°54'22" E	N 75°39'42" E	N 48°09'01" E
7-8	13.37'	61.50'	12°27'13"	13.34'	N 41°55'25" E	N 48°09'01" E	N 35°41'48" E
11-12	8.90'	61.50'	08°17'25"	8.89'	N 22°02'12" E	N 26°10'54" E	N 17°53'29" E
C-1	81.01'	225.50'	20°34'58"	80.57'	N 10°33'43" W	N 00°16'13" W	N 20°51'12" W
C-2	62.69'	174.50'	20°34'58"	62.35'	N 10°33'43" W	N 20°51'12" W	N 00°16'13" W
C-3	38.48'	24.50'	90°00'00"	34.65'	N 44°43'46" E	N 00°16'13" W	N 89°43'46" E
C-4	177.54'	515.50'	19°43'56"	176.66'	N 29°51'48" E	N 89°43'46" E	N 89°51'50" E
C-5	31.06'	981.47'	01°48'47"	31.06'	N 18°32'19" W	N 17°26'43" W	N 15°37'56" W
C-6	166.86'	484.50'	19°43'56"	166.04'	S 29°51'48" W	S 69°59'50" W	S 89°43'46" W
C-7	77.75'	42.50'	90°00'01"	76.00'	N 45°16'14" W	S 89°43'46" W	N 00°16'13" W
C-8	127.49'	290.00'	25°11'16"	126.46'	N 71°50'59" E	N 84°26'37" E	N 58°15'21" E
C-9	487.72'	981.47'	28°28'20"	482.72'	S 12°31'39" E	S 69°59'50" W	S 89°43'46" W
LOT 5	49.65'	981.47'	02°53'54"	49.64'	S 00°15'34" W	S 01°42'31" W	S 01°11'23" E
LOT 6	247.40'	981.47'	14°26'33"	246.74'	S 08°24'39" E	S 01°11'23" E	S 15°37'56" E
LOT 7	159.62'	981.47'	09°19'05"	159.44'	S 22°06'16" E	S 17°26'43" E	S 26°45'48" E
25 1	13.19'	18.95'	39°52'55"	12.93'	N 37°16'38" W	N 57°13'65" W	N 17°20'11" W

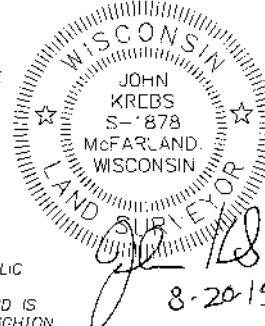


DETAIL A

SCALE 1" = 60'

## NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS). DANE COUNTY, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01-05-10, BEARS N 87°05'45" W.
- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF NOVEMBER 3 AND 10, 2014.
- SEE SHEET 2 FOR LINE AND CURVE TABLES AND DETAIL 'A' AND SHEETS 3, 4 AND 5 FOR EASEMENTS.
- ALL EXISTING BUILDINGS IN THE CSM WILL BE REMOVED.
- S.T.H. '138' REFERENCE LINE FROM WISDOT PLANS 5567-1-74(T 0250(1)).
- U.S.H. '51' REFERENCE LINE FROM WISDOT PLANS 13-051-035-89C.
- THIS CERTIFIED SURVEY MAP CONTAINS PRIVATE ROAD(S), AND, AS A RESULT, CERTAIN PUBLIC SERVICES MAY BE LIMITED. THE EXTENT OF THESE LIMITATIONS MAY BE SPELLED OUT IN A DOCUMENT CALLED A DEVELOPMENT AGREEMENT WHICH DIRECTLY RELATES TO THIS CSM AND IS FILED AS A PUBLIC DOCUMENT IN THE OFFICE OF THE CITY CLERK FOR THE CITY OF STOUGHTON.



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PROJECT NO:

09-3951

FILE NO:

B-254

FIELD BOOK/PG:

-

SHEET NO:

2 of 7

SURVEYED BY:

JK

DRAWN BY:

JK

CHECKED BY:

TJB

APPROVED BY:

DMJ

VOL. 94 PAGE 160

DOC. NO. 5179691

C.S.M. NO. 14058

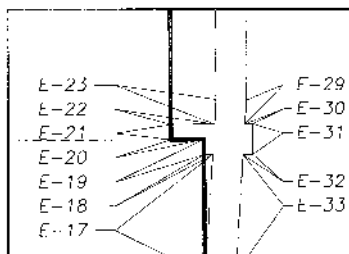
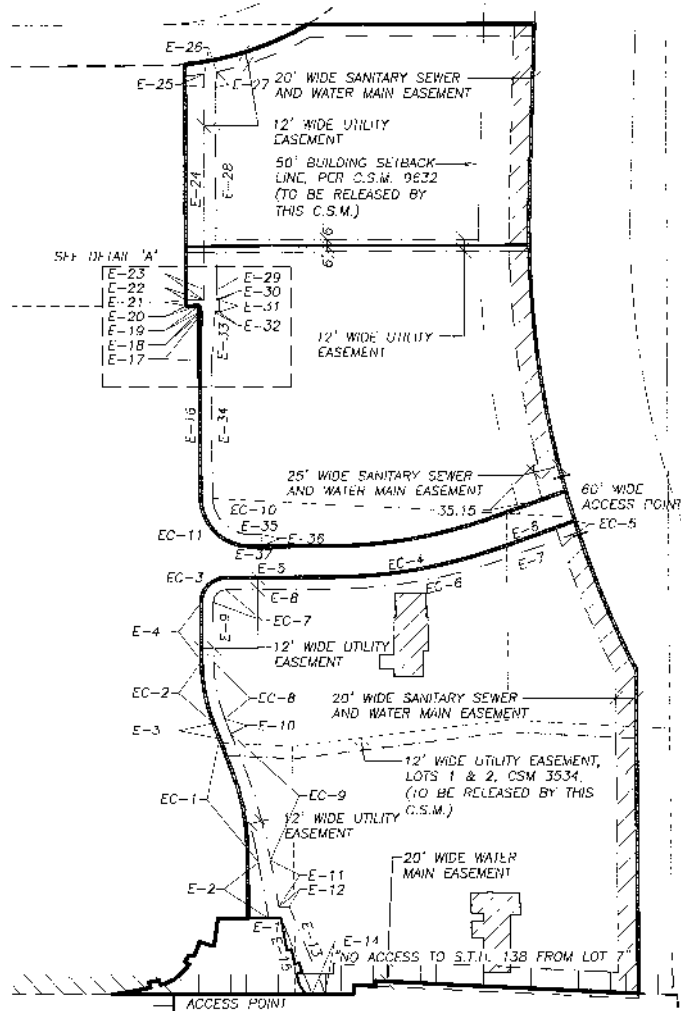


# CERTIFIED SURVEY MAP NO. 14058

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-1	N 89°53'46" W	12.19'
E-2	N 09°56'48" W	56.28'
E-3	N 20°51'54" W	16.68'
E-4	N 00°16'13" W	57.88'
E-5	N 89°43'46" E	102.61'
E-6	N 89°59'50" E	73.03'
E-7	S 89°59'50" W	72.57'
E-8	S 89°43'46" W	102.61'
E-9	S 00°16'13" E	57.88'
E-10	S 20°51'54" E	16.31'
E-11	S 09°56'48" E	46.41'
E-12	S 89°53'46" E	10.24'
E-13	S 22°01'25" E	93.72'
E-14	N 89°53'46" W	12.95'
E-15	N 22°01'25" W	80.96'
E-16	N 00°16'13" W	135.38'
E-17	N 03°48'23" E	48.24'
E-18	S 89°43'46" W	3.43'
E-19	N 00°16'13" W	6.00'
E-20	S 89°43'46" W	13.00'
E-21	N 00°16'14" W	6.00'
E-22	N 89°43'46" E	17.28'
E-23	N 03°48'23" F	10.06'
E-24	N 00°16'13" W	201.85'
E-25	N 04°40'14" E	12.50'
E-26	N 79°49'49" E	12.41'
E-27	S 04°38'16" W	15.24'
E-28	S 00°16'13" E	201.58'
E-29	S 03°48'23" W	9.63'
E-30	N 89°43'46" E	3.00'
E-31	S 00°16'14" E	12.00'
E-32	S 89°43'46" W	3.86'
E-33	S 03°48'23" W	48.60'
E-34	S 00°16'13" E	135.02'
E-35	N 89°43'46" E	10.00'
E-36	S 00°16'14" E	12.00'
E-37	S 89°43'46" W	10.00'

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTTOWN, DANE COUNTY, WISCONSIN

## EASEMENTS AND ACCESS POINTS

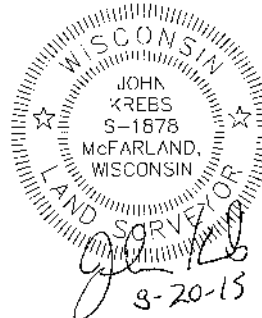
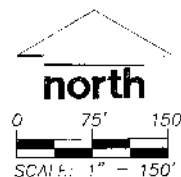


DETAIL 'A'

SCALE 1" = 60'

## EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-1	129.55'	513.50'	14°27'17"	129.21'	N 1°10'59" W
EC-2	62.69'	174.50'	20°34'58"	62.35'	N 10°35'43" W
EC-3	38.48'	24.50'	90°00'00"	34.65'	N 44°43'46" E
EC-4	177.54'	515.50'	19°43'56"	176.66'	N 19°51'48" E
EC-5	12.01'	981.47'	0°42'04"	12.01'	S 17°47'45" E
EC-6	181.67'	527.50'	19°43'56"	180.77'	S 79°51'48" W
EC-7	19.63'	12.50'	90°00'00"	17.68'	S 44°43'46" W
EC-8	58.38'	162.50'	20°34'58"	58.06'	S 10°33'43" E
EC-9	132.20'	523.50'	14°24'51"	131.85'	S 17°09'26" F
EC-10	58.91'	37.50'	90°00'01"	53.03'	S 45°16'14" E
EC-11	77.75'	49.50'	90°00'01"	70.00'	N 45°16'14" W



## NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), DANE COUNTY, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01-05-10, HEARS N 87°05'45" W.

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VERONA, WI 53593

PROJECT NO:

09-3951

FILE NO:

B-254

FIELDBOOK/PC:

---

SHEET NO:

3 of 7

SURVEYED BY:

JK

DRAWN BY:

JK

CHECKED BY:

TJB

APPROVED BY:

DMJ

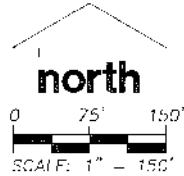
VOL. 94 PAGE 161  
DOC. NO. 5179691  
C.S.M. NO. 14058



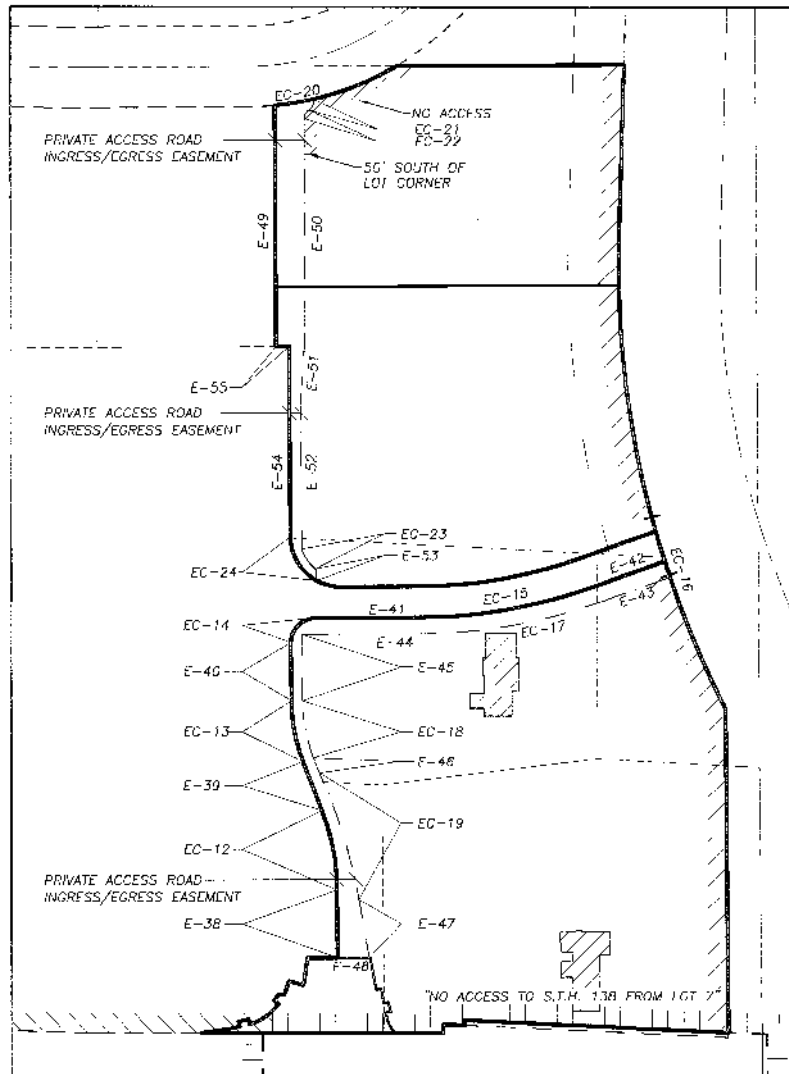
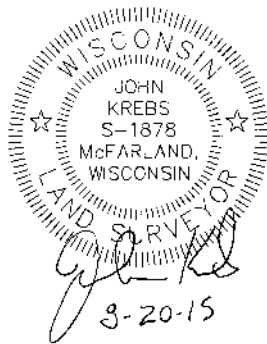
# CERTIFIED SURVEY MAP NO. 14058

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

## PRIVATE ACCESS ROAD INGRESS/EGRESS EASEMENT



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-38	N 00°16'10" W	66.62'
F-39	N 20°51'12" W	52.01'
L-40	N 00°16'13" W	51.88'
E-41	N 89°43'46" E	102.61'
E-42	N 69°59'50" E	73.03'
E-43	S 69°59'50" W	72.43'
E-44	S 89°43'46" W	116.11'
E-45	S 00°16'13" E	65.88'
E-46	S 20°51'54" E	15.34'
F-47	S 09°56'48" E	58.23'
L-48	N 89°53'46" W	31.39'
E-49	N 00°16'13" W	240.08'
E-50	S 00°16'13" E	211.42'
E-51	S 03°48'23" W	70.33'
E-52	S 00°16'13" E	147.03'
E-53	S 06°38'32" E	11.95'
E-54	N 00°16'13" W	189.50'
E-55	S 89°43'46" W	13.00'



EASEMENT CURVE TABLE									
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	CURVE	LENGTH	RADIUS	DELTA
EC-12	81.01'	225.50'	20°34'54"	60.57'	N 10°33'43" W	EC-19	131.98'	524.50'	14°25'03"
EC-13	62.69'	174.50'	20°34'56"	62.35'	N 10°33'43" W	EC-20	36.76'	296.00'	07°39'28"
EC-14	38.48'	24.50'	90°00'00"	34.65'	N 44°43'46" E	EC-21	12.27'	10.30'	68°15'03"
EC-15	177.54'	515.50'	15°43'56"	176.66'	N 79°51'46" E	EC-22	10.17'	10.00'	58°17'14"
EC-16	16.51'	981.47'	00°57'50"	15.51'	S 17°55'38" E	EC-23	23.82'	40.33'	53°50'51"
EC-17	183.22'	532.00'	19°45'56"	182.31'	S 79°51'48" W	EC-24	52.76'	49.50'	61°04'00"
EC-18	58.74'	163.50'	20°34'58"	58.42'	S 10°33'43" E				

### NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), DANE COUNTY, THE SOUTHERN LINE OF THE SOUTHEAST QUARTER OF SECTION 01-G5-10, BEARS N 87°05'45" W.

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PROJECT NO. C9-3951  
FILE NO. B-254  
FIELDBOOK/PG. -  
SHEET NO. 4 of 7

SURVEYED BY: JK  
DRAWN BY: JK  
CHECKED BY: TJB  
APPROVED BY: DMJ

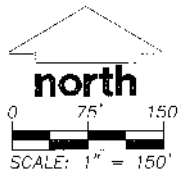
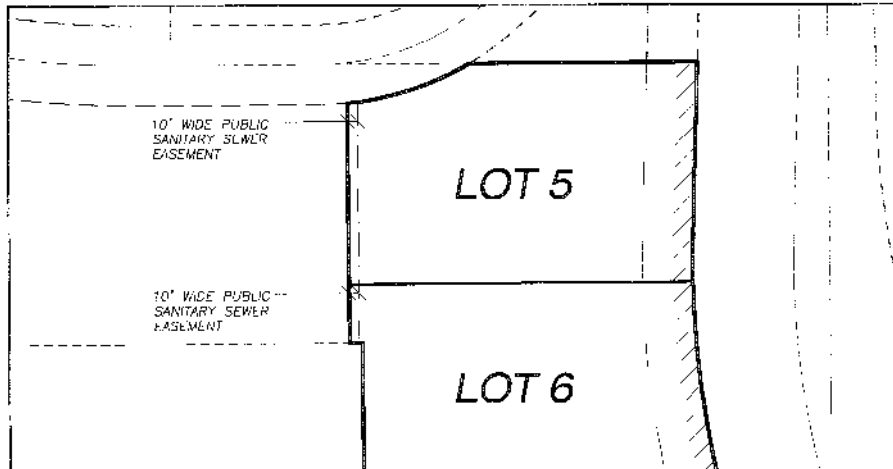
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DOC. NO. 5179691  
C.S.M. NO. 14058



# CERTIFIED SURVEY MAP NO. 14058

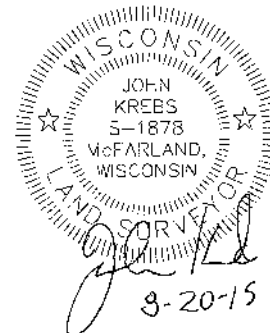
PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

## PUBLIC SANITARY SEWER EASEMENT



### NOTE

1. ALL UTILITY EASEMENTS SHOWN ON THE ATTACHED CSM ARE SOLELY FOR THE BENEFIT OF THE CITY OF STOUGHTON. THE CITY MAY NOT EXTEND THE BENEFIT OF THESE EASEMENT AREAS TO ANY PRIVATE UTILITY SERVICE WITHOUT A WRITTEN AGREEMENT WITH THE OWNER; AND THE OWNER WILL NOT UNREASONABLY WITHHOLD ITS CONSENT TO ANY SUCH EXTENSION. ALL UTILITY FACILITIES LOCATED IN THESE EASEMENT AREAS MUST BE EITHER UNDERGROUND, OR AT GROUND LEVEL (SUCH AS HYDRANTS, SWITCH GEAR, OR TRANSFORMERS) BUT WITH HEIGHTS NOT GREATER THAN 6 FEET. NO OVERHEAD FACILITIES (SUCH AS WIRES ON POLES) WILL BE PERMITTED WITHOUT OWNERS PERMISSION.



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181 HORIZON DRIVE  
SUITE 101  
VERONA, WI 53593

PROJECT NO: 09-1951  
FILE NO: 8-254  
FIELDBOOK/Pg: -  
SHEET NO: 5 of 7

SURVEYED BY: JK  
DRAWN BY: JK  
CHECKED BY: TJB  
APPROVED BY: DMAJ

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DOC. NO. 5179691  
C.S.M. NO. 14058

A:\JUN2015\53593\4058\14058.DWG PLOT DATE: 8/20/2015 BY: JSD/AM



# CERTIFIED SURVEY MAP NO. 14058

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

## LEGAL DESCRIPTION

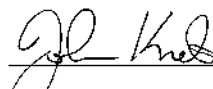
PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 01, AFORESAID; THENCE NORTH 60 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, 185.11 FEET; THENCE NORTH 87 DEGREES 01 MINUTES 28 SECONDS WEST, 33.05 FEET TO THE EASTERLY LINE OF LOT 1, CERTIFIED SURVEY MAP NUMBER 3435 AND THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 07 MINUTES 28 SECONDS WEST, 260.52 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 13 SECONDS EAST, 5.01 FEET TO THE SOUTHERLY LINE OF LOT 1, CERTIFIED SURVEY MAP No. 3435; THENCE NORTH 87 DEGREES 07 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 138 A DISTANCE OF 21.50 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 45 SECONDS EAST, 8.67 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 46 SECONDS WEST, 238.04 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 38.04 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 381.50 FEET, THE CHORD BEARS NORTH 80 DEGREES 01 MINUTES 12 SECONDS EAST, 38.02 FEET; THENCE NORTH 12 DEGREES 50 MINUTES 11 SECONDS WEST, 5.00 FEET; THENCE NORTH 16 DEGREES 24 MINUTES 46 SECONDS EAST, 9.87 FEET; THENCE SOUTH 14 DEGREES 20 MINUTES 18 SECONDS EAST, 5.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 22.33 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 46.50 FEET, THE CHORD BEARS NORTH 61 DEGREES 54 MINUTES 22 SECONDS EAST, 22.11 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY 13.37 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, THE CHORD BEARS NORTH 41 DEGREES 55 MINUTES 25 SECONDS EAST, 13.34 FEET; THENCE NORTH 58 DEGREES 58 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE NORTH 31 DEGREES 02 MINUTES 00 SECONDS EAST, 7.17 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS EAST, 5.83 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 8.90 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, THE CHORD BEARS NORTH 22 DEGREES 02 MINUTES 12 SECONDS EAST, 8.89 FEET; THENCE NORTH 17 DEGREES 53 MINUTES 29 SECONDS EAST, 6.00 FEET; THENCE SOUTH 72 DEGREES 06 MINUTES 31 SECONDS EAST, 14.73 FEET; THENCE NORTH 11 DEGREES 51 MINUTES 29 SECONDS EAST, 5.17 FEET; THENCE NORTH 07 DEGREES 39 MINUTES 16 SECONDS EAST, 22.50 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 46 SECONDS EAST, 29.75 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 13 SECONDS WEST, 66.62 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 81.01 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 225.50 FEET, THE CHORD BEARING NORTH 10 DEGREES 33 MINUTES 43 SECONDS WEST, 80.57 FEET; THENCE NORTH 20 DEGREES 51 MINUTES 12 SECONDS WEST, 52.01 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 62.69 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 174.50 FEET, THE CHORD BEARING NORTH 10 DEGREES 33 MINUTES 43 SECONDS WEST, 62.35 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 13 SECONDS WEST, 57.88 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 38.48 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.50 FEET, THE CHORD BEARING NORTH 44 DEGREES 43 MINUTES 46 SECONDS EAST, 34.85 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS EAST, 102.61 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 177.54 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 515.50 FEET, THE CHORD BEARING NORTH 79 DEGREES 51 MINUTES 48 SECONDS EAST, 176.66 FEET; THENCE NORTH 69 DEGREES 59 MINUTES 50 SECONDS EAST, 73.03 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 31.06 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 981.47 FEET, THE CHORD BEARING NORTH 16 DEGREES 32 MINUTES 19 SECONDS WEST, 31.06 FEET; THENCE SOUTH 69 DEGREES 59 MINUTES 50 SECONDS WEST, 74.91 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 186.86 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 484.50 FEET, THE CHORD BEARING SOUTH 79 DEGREES 51 MINUTES 48 SECONDS WEST, 166.04 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 46 SECONDS WEST, 77.61 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 77.75 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.50 FEET, THE CHORD BEARING NORTH 45 DEGREES 16 MINUTES 14 SECONDS WEST, 70.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 13 SECONDS WEST, 189.50 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 46 SECONDS WEST, 13.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 13 SECONDS WEST, 240.08 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 127.49 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, THE CHORD BEARING NORTH 71 DEGREES 50 MINUTES 59 SECONDS EAST, 126.46 FEET TO THE NORTH LINE OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9632; THENCE NORTH 89 DEGREES 42 MINUTES 22 SECONDS EAST, 225.16 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 51; THENCE SOUTH 01 DEGREES 40 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 170.46 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 487.72 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 981.47 FEET, THE CHORD BEARING SOUTH 12 DEGREES 31 MINUTES 39 SECONDS EAST, 482.72 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 13 SECONDS EAST, 322.71 FEET TO THE POINT OF BEGINNING.

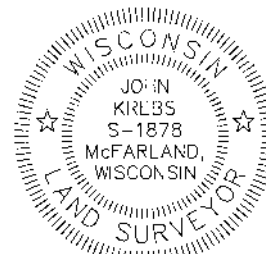
SAID PARCEL CONTAINS 341,840 SQUARE FEET OR 7.848 ACRES.

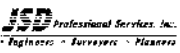
## SURVEYOR'S CERTIFICATE

I, JOHN KREBS, PROFESSIONAL LAND SURVEYOR S-1878, DO HEREBY CERTIFY THAT BY DIRECTION OF KETTLE PARK WEST, 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 STOUGHTON, DANE COUNTY, WISCONSIN.

  
JOHN KREBS, S-1878  
PROFESSIONAL LAND SURVEYOR

8/20/15  
DATE



PREPARED BY:  161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 PHONE: (808)848-5060	PREPARED FOR: FDG 161 HORIZON DRIVE, SUITE 101 VERONA, WI 53593	PROJECT NO: 09-3951 FILE NO: D-254 FIELDBOOK/PG: - SHEET NO: 6 of 7	SURVEYED BY: JK DRAWN BY: JK CHECKED BY: TJB APPROVED BY: DMJ	VOL 94 PAGE 164 DOC NO: 5179691 C.S.M. NO: 14058
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# CERTIFIED SURVEY MAP NO. 14058

PART OF LOTS 1, 2 AND 3, CERTIFIED SURVEY MAP No. 3435, AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 9632, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

## CORPORATE OWNER'S CERTIFICATE

KETTLE PARK WEST, 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. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.235.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF STOUGHTON FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID KETTLE PARK WEST, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS 20<sup>th</sup> DAY OF August, 2015.

KETTLE PARK WEST, LLC

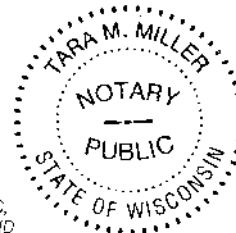
BY: Dave M. Jenkins  
DAVE M. JENKINS, MANAGING MEMBER

STATE OF WISCONSIN) SS  
DANE COUNTY ) SS

PERSONALLY CAME BEFORE ME THIS 20<sup>th</sup> DAY OF August, 2015.  
THE ABOVE NAMED DAVE M. JENKINS OF THE ABOVE NAMED KETTLE PARK WEST, LLC,  
TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND  
ACKNOWLEDGED THE SAME.

Tara M. Miller  
NOTARY PUBLIC, DANE COUNTY, WISCONSIN

04/24/2016  
MY COMMISSION EXPIRES

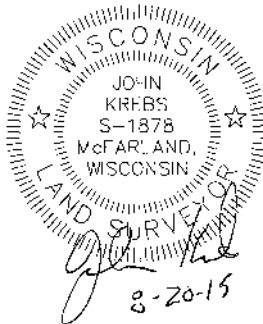


## CITY OF STOUGHTON COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF STOUGHTON COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF STOUGHTON.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF STOUGHTON ON THIS 11th DAY OF NOVEMBER, 2014.

Lana Kropf 8/20/2015  
LANA KROPF, CLERK  
CITY OF STOUGHTON



## OFFICE OF THE REGISTER OF DEEDS

Dane COUNTY, WISCONSIN

RECEIVED FOR RECORD August 26

2015 AT 3:50 O'CLOCK P M AS

DOCUMENT# 5179691

IN VOL. 94 OF CERTIFIED SURVEY

MAPS ON PAGE(S) 159-165

Kristi Chlebowski by Morgan Aton  
REGISTER OF DEEDS deputy

PREPARED BY:  
**ESD** Professional Services, Inc.  
181 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (800)848-5868

PREPARED FOR:  
FDG  
161 HORIZON DRIVE,  
SUITE 101  
VERONA, WI 53593

PROJECT NO: 99-3951  
FILE NO: B-254  
FB/PG: ..  
SHEET NO: 7 of 7

SURVEYED BY: JK  
DRAWN BY: JK  
CHECKED BY: TJB  
APPROVED BY: DMJ

Received 8-26-15 3:33 pm









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Tx:8805065

DECLARATION OF  
CONDOMINIUM  
OF  
KETTLE PARK WEST - LOT 7  
CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**5277403**

10/19/2016 2:13 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 38

Recording Area

Name and Return Address:

Daniel A. O'Callaghan, Esq.  
Michael Best & Friedrich LLP  
P.O. Box 1806  
Madison, WI 53701-1806

PIN:

281/0510-014-9900-2

There are no objections to this condominium with respect to Chapter 703, Wis. Stats. and it is hereby approved for recording.

*Cheryl Zimmerman*  
Dane County Planning and Development

Oct. 19, 2016  
Date



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**DECLARATION OF CONDOMINIUM**  
**OF**  
**KETTLE PARK WEST - LOT 7 CONDOMINIUM**

THIS DECLARATION is made and entered into effective as of the 14th day of October, 2016, by Kettle Park West, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

**RECITALS**

1. Declarant is the fee simple owner of that certain real property, including the land and any and all buildings, fixtures and improvements existing thereon, together with any and all rights, titles and interests appurtenant thereto, generally located at the intersection of U.S. Highway 51 and State Highway 138 in the City of Stoughton, Dane County, Wisconsin, as same is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference (the "Property"). Declarant intends to further develop and improve the Property, and to construct, or allow for the construction of, additional buildings and improvements on the Property, as may be further described herein and as may be depicted on the Condominium Plat (defined below). Declarant's interest in the Property, including all buildings, fixtures and improvements now existing, and to be constructed, thereon, and together with all easements, rights and appurtenances pertaining to the Property, are collectively referred to herein as the "Condominium Property".

2. Declarant intends by this Declaration to submit the Condominium Property, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of the Condominium (defined below), certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant by this Declaration hereby: (i) submits the Condominium Property, including any and all appurtenant rights, title and interests thereto, and subject to those matters referred to in Section 1.5 below, to the condominium form of ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium shall be subject; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners, occupants, users and invitees of all or any part of the Condominium.

**ARTICLE I**

**PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS**

1.1 Purpose. The purpose of this Declaration is to submit the Condominium Property described herein to the condominium form of ownership under the Act.



1.2 Legal Description of Condominium Property. The real property subject to this Declaration is more particularly described as the Condominium Property, as same is described in Exhibit A attached hereto and made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as the "Kettle Park West - Lot 7 Condominium," and its address shall generally be: State Highway 138, City of Stoughton, Wisconsin, as such address may be renumbered or otherwise modified in the future.

1.4 Definitions. As used in this Declaration and the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Act" means the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended or renumbered from time to time (and any successor statutes).

"Assessment" means any General Assessment or Special Assessment.

"Association" means and refers to the entity to be formed and to be known as Kettle Park West - Lot 7 Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation.

"Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

"Board" means the Board of Directors of the Association.

"Building" generally means and refers to the any building that currently exists or may be constructed on the Condominium Property, as same may be altered, modified and reconstructed in the future.

"Common Elements" mean all those portions of the Condominium which are not included in the definition of a Unit, including Limited Common Elements.

"Common Expenses" means the expenses of the Association as defined in Article 8 hereof.

"Condominium" means the Condominium Property, together with all rights, titles, interests, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Instruments" mean this Declaration, the Condominium Plat, the Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Condominium Plat" means the condominium plat of the Condominium, as recorded in the Office of the Register of Deeds of Dane County, Wisconsin, a copy of which is attached hereto as Exhibit B, as amended from time to time.



"Condominium Property" shall have the meaning assigned to such term in Recital 1 above.

"Consideration Period" shall have the meaning assigned to such term in Section 14.1(b) below.

"Construction Funds" shall have the meaning assigned to such term in Section 9.2(f) below.

"Declaration" means this Declaration which subjects the Condominium Property to the Act, and all exhibits and schedules attached hereto, as amended from time to time.

"Declarant" means Kettle Park West, LLC, a Wisconsin limited liability company, and its respective successors and assigns pursuant to assignment under Section 14.10 below.

"Default Special Assessment" shall have the meaning assigned to such term in Section 14.1(a) below.

"General Assessments" shall have the meaning assigned to such term in Section 8.3(a) below.

"Ground Level" shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface.

"Individual Unit Service Elements" shall have the meaning assigned to such term in Section 2.3(a) below.

"Invitees" mean any tenants, occupants, employees, customers, agents, contractors, licensees, invitees and other users who are authorized or permitted, expressly, impliedly or by acquiescence, to access, use, occupy or enter upon a Unit, or any portion thereof, by the respective Unit Owner described herein.

"Limited Common Elements" means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, as identified on the Condominium Plat and/or described herein.

"Limited Common Element Expenses" shall have the meaning assigned to such term in Section 5.6(b) below.

"Majority" means the Unit Owners holding more than fifty percent (50%) of the votes as provided for in Exhibit C.

"Majority of the Board" means the vote of directors of the Board appointed by Unit Owners holding more than fifty percent (50%) of the votes of Unit Owners whose appointed directors are present at a meeting of the Board at which a quorum is present.

"Mortgage" means a mortgage or land contract encumbering a Unit.



"Mortgagee" means the (i) holder of any mortgage encumbering one or more of the Units, (ii) a land contract vendor under a land contract by which equitable title in a Unit was conveyed, or (iii) a Unit Owner of any unmortgaged Unit pursuant to Section 11.4 below.

"Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit C attached hereto, as such Percentage Interest has been initially calculated for each Unit based upon the ratio of the total square footage of each such Unit divided by the total square footage of all Units in the Condominium.

"Person" means a natural person (individual), corporation, partnership, association, trust, limited liability company or other legal entity, or any combination thereof.

"Petition" shall have the meaning assigned to such term in Section 14.1(b) below.

"Petitioner" shall have the meaning assigned to such term in Section 14.1(b) below.

"Property" shall have the meaning assigned to such term in Recital 1 above.

"Rules and Regulations" mean the rules and regulations adopted by the Association from time to time, if any, and as amended from time to time, concerning the use and enjoyment of the Condominium by Unit Owners and their Invitees.

"Service Elements" shall have the meaning assigned to such term in Section 2.3(a) below.

"Special Assessments" shall have the meaning assigned to such term in Section 8.3(b) below.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein.

"Unit Owner" or "Owner" means a Person who holds fee simple title to a Unit or who holds equitable title to a Unit as a land contract vendee.

1.5 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, fiber optics, water, sewer, cable television and other utilities and utility providers;
- (c) All other easements, covenants, declarations and restrictions of record, including, but not limited to, any easements and restrictions created by the recording of this Declaration;



- (d) All municipal zoning and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

## ARTICLE II

### DESIGNATION AND DESCRIPTION OF THE UNITS

2.1 Designation of Units. The Condominium shall consist of five (5) Units, as identified on the Condominium Plat. Any Unit within the Condominium may be separated or merged pursuant to Article 3 of this Declaration. A Unit is that part of the Condominium that is designed and intended for the exclusive use of the Unit Owner and the Unit Owner's Invitees. A Unit includes one or more contiguous or non-contiguous cubicles of air and certain improvements situated therein as further described in this Declaration. The boundaries of each Unit are described below and the perimetrical boundaries are depicted on the Condominium Plat.

2.2 Boundaries of Units. The boundaries of the Units are as follows:

(a) Lower Boundary. The lower boundary of each Unit shall be the horizontal plane located one thousand (1,000) feet below, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of each Unit as shown on the Condominium Plat;

(b) Upper Boundary. The upper boundary of each Unit shall be the horizontal plane located one thousand (1,000) feet above, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of each Unit as shown on the Condominium Plat; and

(c) Perimetrical Boundaries. The vertical boundaries of each Unit shall be the vertical planes extending in each case to an intersection with the upper and lower boundaries of such Unit as such perimetrical boundaries are depicted on the Condominium Plat and shall include within the Unit any Building within such boundaries, as well as any other improved, unimproved and/or unexcavated areas, as well as any air rights.

2.3 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units (collectively, the "Service Elements"), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in



good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, sidewalks, outdoor terraces and patios and landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in Article IV herein or on the Condominium Plat as a Common Element or Limited Common Element.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.4 Encroachment; Boundaries. If any portion of the Common Elements (including Limited Common Elements) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to a Unit, or Common Elements, constructed or reconstructed in substantial conformity with the Condominium Plat, shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Condominium Property and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.



## ARTICLE III

### **BOUNDARY RELOCATION; SUBDIVISION; PARTITION**

3.1 Boundary Relocation. Any Unit Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of Section 703.13(6) of the Act, as same may be renumbered from time to time.

3.2 Unit Separation. Any Unit Owner may separate its Unit in accordance with the provisions of Section 703.13(7) of the Act, as same may be renumbered from time to time.

3.3 Unit Merger. Two contiguous Units may be merged into a single Unit in accordance with the provisions of Section 703.13(8) of the Act, as same may be renumbered from time to time.

3.4 Creating New Condominiums Out of Units. Upon written notice to the Association, and compliance with the procedures set forth in the Act for creating a condominium, a Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements, provided that all provisions set forth herein (including, without limitation, all provisions regarding architectural approvals and use) shall remain in full force and effect with respect to the Unit as a whole. Furthermore, no Unit may be subjected to the condominium form of ownership without the consent of all Owners of the applicable Unit and all Mortgagees that have a direct interest in the applicable Unit. Following the subjection of any Unit to the condominium form of ownership, the president of the association of unit owners of the condominium so created shall be the sole representative of the unit owners of such Unit in all matters under this Declaration or concerning the Association, and the Association shall be entitled to rely on all actions of the president of the association with respect to all actions taken whatsoever regarding the Unit.

3.5 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium form of ownership is waived and terminated by agreement of all of the Unit Owners.

3.6 Mortgagee Approval. If any Units proposed for boundary relocation, merger or Unit separation are subject to a Mortgage, the proposed amendment to this Declaration and Condominium Plat addendum shall be not effective unless joined by the Mortgagee(s) of all Units involved in the proposed boundary relocation, merger or separation.

3.7 Removal of Partitions Upon Boundary Adjustment. A Unit Owner acquiring an adjoining Unit, or an adjoining part of an adjoining Unit, may remove all or any part of any intervening partition or create doorways or other apertures therein, even if the partition may in whole or in part be a Common Element, provided such acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of Unit boundaries.



## ARTICLE IV

### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following:

(a) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements;

(b) Installations. All apparatus, improvements and installations existing or hereinafter constructed on the Condominium Property and specifically designated and declared as a Common Element for common use of all Units, and not included and/or designated herein or on the Condominium Property as part of a Unit or as a Limited Common Element of one or more Units; and

(c) Miscellaneous. Except as specifically set forth in Article II above or in Section 4.2 below, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that benefit and/or burden all of the Condominium Property and not just a single Unit.

4.2 Description of Limited Common Elements. The Limited Common Elements consist of those Common Elements which may be assigned and/or limited to the exclusive use and/or benefit of one or more, but fewer than all, of the Units. The Limited Common Elements are as shown, to the extent possible, on the Condominium Plat, and shall specifically include the following:

(a) Service Elements that Serve More than One Unit. All Service Elements that provide service to more than one Unit of the Condominium but not all Units, whether or not located within the designated boundaries of a Unit, Limited Common Element or a Common Element; and

(b) Installations. All apparatus, improvements and installations existing or hereinafter constructed on the Condominium Property and specifically designated and declared as a Limited Common Element for the exclusive use and enjoyment of one or more Units, but not all Units, and not included and/or designated herein or on the Condominium Property as part of a Unit or as a Common Element.

4.3 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).



## ARTICLE V

### **OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP**

5.1 Use of Units. The Units may be used and improved only for commercial purposes in accordance with the laws and ordinances applicable to the Condominium Property, subject to any covenants, conditions, restrictions and easements of record.

5.2 Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated and amended from time to time by the Board, in its reasonable discretion. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto. In no event shall such Rules and Regulations materially and adversely affect any Unit Owner's rights under this Declaration.

5.3 Separate Mortgages on Unit(s). Each Unit Owner shall have the right to mortgage or otherwise encumber its respective Unit, together with its Percentage Interest in the Common Elements. No Unit shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting its own respective Unit and the appurtenant Percentage Interest in the Common Elements applicable thereto. Notwithstanding the previous sentence, a Unit Owner shall have the right to grant its lender a leasehold mortgage or other security interest encumbering such Unit Owner's leasehold rights, titles and interests arising under and pursuant to any lease that such Unit Owner may have with respect to other Units.

5.4 Alteration of Units. A Unit Owner may make improvements or alterations within its respective Unit, provided that said improvements or alterations: (i) do not impair the structural soundness or integrity, or lessen the support, of any other Unit in the Condominium as determined by engineers, architects or other professionals retained by the Association; (ii) do not create an unlawful nuisance substantially affecting the use and enjoyment of other Units or the Common Elements of the Condominium; and (iii) do not violate any terms, conditions, requirements or restrictions of this Declaration. All alterations or improvements must be accomplished in accordance with applicable laws and regulations. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section and modifying the Condominium Plat (which may be charged as a Special Assessment to the affected Unit) shall be the responsibility of the Unit Owner seeking the alteration.

5.5 Construction and Mechanics' Liens. Any and all work conducted within a Unit and any Limited Common Elements appurtenant thereto, including, without limitation, the build-out of a Unit, such as the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems, shall be at the direction of and for the benefit of said Unit and the Unit Owner of said Unit only, and any all contractors, materialmen and others providing work and/or materials in connection therewith shall have a right only to place a



lien on said Unit as permitted by law and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

5.6 Maintenance, Repair and Replacement of Units and Limited Common Elements.

(a) Each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair.

(b) To the extent any Limited Common Element is appurtenant to more than one Unit, each such Unit Owner shall be deemed jointly and severally responsible for the operation, cost of use, maintenance, repair, cleaning and replacement of such Limited Common Element and any and all other costs and expenses related thereto shall be shared in equal proportion by each such Unit Owner (the "Limited Common Element Expenses"), except as otherwise set forth in the Bylaws. Notwithstanding anything to the contrary set forth in this section, in the event that any Limited Common Element Expenses are incurred as the result of any damage caused to a Limited Common Element appurtenant to more than one Unit by the negligence or intentional act of a Unit Owner to which the Limited Common Element is appurtenant, the Unit Owner who causes such damage shall be solely responsible for any and all Limited Common Element Expenses that may be necessary to repair the damage caused, and such Unit Owner shall indemnify and hold harmless the other Unit Owner(s) to which the Limited Common Element is appurtenant from any and all costs, damages, liabilities, claims or similar fees and expenses resulting therefrom.

(c) If any Unit, Limited Common Elements or portion of either for which a Unit Owner is responsible, including without limitation any improvements and landscaping, falls into disrepair so as to create a dangerous, unsafe or unsightly condition, or a condition that results in damage to the Common Elements or to any other Unit or Limited Common Elements appurtenant to another Unit or Units, the Association, upon thirty (30) days prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as the case may be, to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or Limited Common Element for the purpose of doing so, and the Unit Owner of such Unit or responsible for such Unit or Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 8.3(b).



## ARTICLE VI

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual, any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

6.2 Voting Rights. Each Unit is entitled to a number of votes proportionate to that Unit's Percentage Interest as set forth on the attached Exhibit C, with regard to the affairs of Association. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

6.3 Suspension of Voting Rights. An Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 8.5. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

6.4 Association Instruments. The provisions of this Article 6 are to be supplemented by the Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Article 6.

6.5 Formation of Association. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), Declarant shall establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 6.1 above.



## ARTICLE VII

### **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

7.1 Management and Control of the Common Elements. The Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration shall be responsible for the exclusive management and control of the Common Elements (except to the extent that same are designated Limited Common Elements), including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their respective Invitees;

(b) Maintaining, repairing, insuring, operating and replacing the Common Elements (except to the extent such maintenance, repair and replacement is the responsibility of a Unit Owner as otherwise provided herein); and

(c) Keeping the Common Elements in good repair and in a clean and attractive condition.

7.2 Services. The Association may obtain and pay a commercially reasonable management fee for the services of any person or business to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of the Common Elements, whether such personnel are furnished or employed directly by Association, or by any Person with whom or which it contracts. The Association may obtain and pay for any management, legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

7.3 Personal Property For Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

## ARTICLE VIII

### **COMMON EXPENSES AND ASSESSMENTS**

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related to the Common Elements of the Condominium assessed by the Association against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, (i) commercially reasonable expenses incurred by the Association for insurance, repairs, maintenance, operation, replacement, management services, reserves, ordinary and necessary capital improvements, acquisition of personal property necessary to the conduct of Association affairs; and (ii) such other reasonable and necessary expenses as reasonably determined by the Association's Board from time to time. Common Expenses shall not include any Limited Common Element Expenses.



8.2 Budget. The Association shall annually adopt a budget of Common Expenses and Limited Common Element Expenses and levy General Assessments therefor against the Units in the manner described in Section 8.3 (a) below, except as set forth in this Section and subject to the further provisions and procedures that may be established in the Bylaws from time to time. The budget may include the funding of one or more replacement reserves for Common Elements and/or Limited Common Elements out of General Assessments and, as may be provided for more specifically in the Bylaws from time to time, shall generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements and any amounts to be allocated to any replacement reserve account, if any, and to any other funds for future expenditures, (b) all anticipated Limited Common Element Expenses related to the Limited Common Elements and any amounts to be allocated to any replacement reserve account, if any, and to any other funds for future expenditures, (c) the amount and purpose of any other anticipated Association expenditure, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Unit Owners, and (f) the aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

8.3 Assessments.

(a) General Assessments. The Association shall levy general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. General Assessments for the expenses related to any Common Elements described in Sections 4.1 and Limited Common Elements described in Section 4.2 shall be levied against the Units in the manner set forth in the Bylaws. General Assessments shall be due in advance on the first day of each month, or at such other time and in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 9, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units

(1) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or



(2) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably apportion such costs among the Units that are served by the same, determined by the Association and set forth in the Bylaws that may be adopted from time to time;

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.6, in which case the Special Assessment shall be levied solely against such Unit; or

(iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time.

8.4 Statutory Reserve Account. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.

8.5 Liability of Owners; Lien Rights of Association. A Unit Owner shall be liable for Assessments assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article 8 and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section 703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article 11 below.

## ARTICLE IX

### **INSURANCE; DAMAGE OR DESTRUCTION; EMINENT DOMAIN**

9.1 Insurance. The Association Board and Unit Owners shall obtain and maintain insurance as provided in Section 703.17 of the Act, or such greater amount and upon the terms as may be set forth and established in the Bylaws from time to time.



9.2 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board authorizes the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 9.2(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 8.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.



(g) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 9.2 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

9.3 Damage or Destruction of Unit or Limited Common Elements. Following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.5. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

9.4 Condemnation.

(a) Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(i) Every Unit Owner shall be allocated the entire award for the taking of all or part of its respective Unit or any improvements constituting the Unit and for consequential damages to the Unit or any improvements constituting the Unit.

(ii) In the event no reconstruction is undertaken, any award for the taking of Condominium Property shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners unanimously consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.



(c) Determination to Reconstruct Units or Limited Common Elements. Following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Property or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 9.4 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.



## ARTICLE X

### EASEMENTS AND RESERVATIONS

10.1 Additional Easements. In addition to and in supplementation of the easements provided for elsewhere in this Declaration and by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Ingress/Egress Easement. The Units, Limited Common Elements and Common Elements, as well as the Condominium Property, shall be, and are hereby, made subject to a perpetual, nonexclusive easement providing a right of vehicular and pedestrian ingress and egress as identified on the Condominium Plat. To ensure an efficient traffic pattern, construction of all improvements within this easement area shall be subject to review and approval by the Association. The Unit Owner proposing any improvement or alteration within this easement area shall be responsible, at its sole cost and expense, for constructing the desired improvement or alteration and for obtaining any and all permits for the work, which work will be completed in a good and workmanlike manner, in accordance with the approved construction plans, free and clear of all liens. At all times during the construction and completion of any such improvements or alterations, the Unit Owner responsible for construction shall not unreasonably interfere with the rights of ingress and egress enjoyed by the other Unit Owners. Upon completion of the initial construction of such improvements or alterations, the cost of all future maintenance and repairs, including re-surfacing, shall be shared equally by the Unit Owners according to their Percentage Interest.

(b) Utility and Other Easements. The Units, Limited Common Elements and Common Elements, as well as the Condominium Property, shall be, and are hereby, made subject to easements in favor of the Declarant, any Unit Owner, the Association, appropriate utility and service companies and governmental agencies or authorities for (1) any existing Service Elements that serve any portion of the Condominium Property as of the recording of this Declaration, and (2) any additional Service Elements that may be necessary or desirable in the future to serve any portion of the Condominium Property but only if such additional Service Elements (i) are approved by, and in locations designated by the approval of the Association Board, and (ii) do not materially interfere with the use and enjoyment of any Units, Limited Common Elements and/or Common Elements. Subject to the requirements set forth in this section, the easements provided for by this Section 10.1(a) shall include, without limitation, rights of Declarant, any Unit Owner, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace Service Elements and any other appropriate equipment and facilities over, under, through, along and on the Units, Limited Common Elements and Common Elements. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the recording of this Declaration or so as not to materially interfere with the use or occupancy of the Unit by its Unit Owner and its Invitees.



(c) Common Elements and Limited Common Elements Easement in Favor of Unit Owners. The Common Elements and the Limited Common Elements shall be and are hereby made subject to an easement in favor of the Association and the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium, to the extent such Service Element serves any Unit or is necessary for service to any Unit provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Majority of the Association Board, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building, or impair or structurally weaken any Building or the mechanical and utility systems serving any Building and any and all such work is performed in a good and workmanlike manner.

(d) Units, Limited Common Elements and Common Elements Easement in Favor of Association. The Units, Limited Common Elements and the Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) For inspection of the Units, Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and to correct or remove therefrom any violations of the Condominium Instruments or applicable governmental regulations;

(ii) For inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement, or relocation of Service Elements, the Common Elements, or the Limited Common Elements situated in or accessible from such Units, Limited Common Elements or Common Elements;

(iii) For correction of emergency conditions in one or more Units, Limited Common Elements or Common Elements; and

(iv) For inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty or condemnation to any of the Limited Common Elements, Common Elements or Units.

Any installation, replacement or relocation of Limited Common Elements, Common Elements or Service Elements within a Unit shall be located at or near previous locations (if any) or, to the extent commercially feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this section shall be exercised only after five (5) business days advanced notice and with commercially reasonable efforts to minimize interference with the use of such Unit. In case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

(e) Emergency Ingress and Egress. All Units and Limited Common Elements appurtenant to the Units shall be subject to an easement for ingress and egress as may be



necessary for the provision of any emergency services or as otherwise may be necessary with regard to emergency egress from any Building situated on the Condominium Property.

(f) Access and Use Easement. Each Unit Owner, along with its Invitees, is hereby granted a non-exclusive easement in common with all other Unit Owners, and their respective Invitees, for pedestrian and vehicular, as applicable, ingress and egress through certain designated areas of the Units, and the use and enjoyment of, those certain portions of the Condominium Property that consist specifically of vehicle drive aisles, sidewalks, pathways, outdoor terrace, patio, deck and similar landscaped areas, naturalized areas, open space areas and entranceways, to the extent that such areas of the Units are maintained as public spaces of the Condominium Property and have not been designated for the exclusive use of a tenant or other occupant of a Unit, closed off to public access or otherwise restricted as to private use by a Unit Owner or pursuant to any Rules and Regulations that may be adopted by the Board from time to time.

(g) Declarant's Easements.

(i) During any construction or development of the Condominium Property by Declarant, Declarant reserves an easement to use portions of the Common Elements, Limited Common Elements and any Units, for any purpose related to the construction, repair or renovation of the Condominium Property, which such easement includes the right of Declarant and its contractors and subcontractors to the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Condominium Property, including, but not limited to, the installation, relocation, alteration, replacement and removal of utility systems and Service Elements.

(ii) Declarant reserves an easement on, over and under those portions of the Condominium Property for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 10.1(f)(ii) expressly includes the right to remove any existing structures, cut any trees, bushes, or shrubbery, to grade any soil, to landscape or to take any other action reasonably necessary.

(iii) Until the Declarant shall have satisfied all of its obligations under the Condominium Instruments and all commitments in favor of any Unit Owner, the Association and any applicable governmental authority with jurisdiction, Declarant shall have an easement through the Units, Limited Common Elements and the Common Elements for any access necessary to complete any construction repairs, replacement, maintenance, renovations or modifications that are required to be performed by Declarant.

(iv) No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction or development of the Condominium Property by Declarant or the rights reserved or granted to Declarant under this Declaration, or make more costly or burdensome such construction or the exercise of such rights by Declarant hereunder.



10.2 Binding Nature. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding upon, Declarant, the Association, all Unit Owners and their respective Invitees and their respective successors and assigns. Either the Association or Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this section.

10.3 Damage to Unit; Easement Indemnification. Each party exercising its rights under any easement granted hereunder over a Unit shall exercise such right in a reasonable manner in order to minimize interference with the use and occupancy of the Unit over which the right is being exercised and promptly repair and restore any damage to the Unit caused by such exercise to its condition immediately prior to such exercise. With respect to any easement granted pursuant to this Declaration by any Unit Owner or the Association to any other Unit Owner, their Invitees or the Association, as the case may be, the party exercising the specific easement rights granted hereunder will, to the extent not covered by any insurance carried by any Unit Owner or the Association, indemnify and hold harmless the Unit Owner (in the case of an easement over any Unit) or the Association (in the case of any easement over any Common Elements) for any loss, damages, claims and liabilities to the extent resulting from such benefiting party's exercise of its easement rights. Except in an emergency, any right of access to a Unit, any Limited Common Elements appurtenant thereto, or the Common Elements, granted pursuant to this Declaration shall be exercised only after five (5) business days advanced notice to the applicable Unit Owner (in the case of access to a Unit or any Limited Common Elements appurtenant thereto) or the Association (in the case of access to any Common Elements). Notwithstanding the foregoing, in case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner (in the case of a Unit or a Limited Common Element appurtenant thereto) or a representative of the Association (in the case of any Common Elements) is present at the time.

## **ARTICLE XI**

### **RIGHTS OF MORTGAGE HOLDERS**

11.1 Notice. Any holder of a Mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a Mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association;



(d) Any proposed action that requires the consent of Mortgage holders as specified in this Article 11;

(e) Any proposed amendment to the Condominium Instruments; and

(f) The commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property.

11.2 Mortgagee Acquisition of Unit. Notwithstanding anything to the contrary contained in this Declaration, a Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such Unit's unpaid assessments or collection costs or attorneys' fees or other fees and charges relating to the unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit. A Mortgagee's acquisition of title to a Unit as described above shall not relieve such Mortgagee (or another Person taking title through such Mortgagee) from liability for any Common Expenses or other assessments provided herein which initially become due and payable after the date of its acquisition of the Unit.

11.3 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article 13 of this Declaration, neither Article 11 nor any section of this Declaration requiring the approval of a Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.4 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

## **ARTICLE XII**

### **[RESERVED]**

## **ARTICLE XIII**

### **AMENDMENT OF DECLARATION**

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least sixty-seven (67%) of the Percentage Interests. A Unit Owner's consent is not effective unless approved by the Unit's first lien Mortgagee, if any. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Dane County Register of Deed's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded (except that a first lien Mortgagee shall be entitled to bring a challenge to an amendment after this one (1) year period if the challenge is based upon a failure to obtain the first lien Mortgagee's consent to such amendment as required by this Section).



### 13.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit, Limited Common Element or Common Element as platted, the Declarant, Unit Owner, or Association, as appropriate, may reasonably modify the Condominium Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Units, Limited Common Elements or Common Elements.

(c) No easement created under this Declaration may be amended in a manner that adversely affects the rights of any beneficiary thereto without such beneficiary's consent.

## ARTICLE XIV

### GENERAL PROVISIONS

#### 14.1 Enforcement.

(a) Enforcement by Association. The Association shall not have the right to enforce any provisions of this Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured thirty (30) days after delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a Special Assessment (the "Default Special Assessment") to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations. Any Unit Owner who owns a Unit against which a Special Assessment has been levied as a result of the Unit Owner's alleged default, may elect to contest the Default Special Assessment by submitting the issue to arbitration under Section 14.1(c) below.

(b) Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition asking the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity (the "Petition"). The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association



denies or fails to act upon the Petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration, to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 14.1(c), below to seek, without limitation, monetary damages or by seeking injunctive relief by commencing proceedings in equity; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

(c) Arbitration.

(i) Default Special Assessments. Any Unit Owner against who's Unit a Default Special Assessment is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to arbitration, in which case execution upon the levy shall be suspended pending final decision in such arbitration. The arbitrator shall have the power to reduce or eliminate the Default Special Assessment.

(ii) Monetary Damages or Injunctive Relief. Any claim brought by the Association or any Petitioner seeking monetary damages or injunctive relief against any Unit Owner shall be submitted to arbitration; and

(iii) Arbitration Procedure. Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties, or, if they cannot reach agreement within sixty (60) days of the matter being submitted to arbitration by a party delivering written notice of a demand for arbitration to the other party, by the American Arbitration Association ("AAA") under its standard selection procedures, and the arbitration shall be conducted under its Arbitration Rules for the Real Estate Industry. Arbitration shall take place in Madison, Wisconsin. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties. During the pendency of any arbitration, all judicial proceedings regarding the same subject matter of the arbitration shall be stayed. Any party to the arbitration may appeal the decision of the arbitrator to the Dane County Circuit Court, provided such appeal is made within thirty (30) days of the date of the arbitrator's decision.

14.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 14.1 above, the prevailing party in any such proceeding shall be awarded its reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

14.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have



been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

14.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

14.5 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

14.6 Construction and Effect. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14.7 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

14.8 Resident Agent. The Declarant shall be the initial resident agent for the Condominium and the address shall be c/o Forward Development Group, LLC, 161 Horizon Dr. Ste. 101A, Verona WI 53593. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

14.9 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or any one of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time.

14.10 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Dane County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all



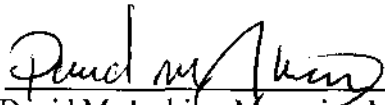
prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

[Signatures on next page following.]



IN WITNESS WHEREOF, Declarant caused this Declaration to be signed by its authorized officer effective as of the first day set forth above.

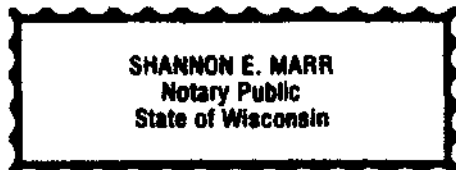
**DECLARANT:**  
**KETTLE PARK WEST, LLC,**  
a Wisconsin limited liability company

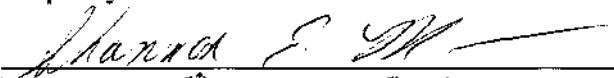
By:   
David M. Jenkins, Managing Member

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
                                      ) SS.  
COUNTY OF DANE        )

Personally came before me this 14th day of October, 2016, the above-named David M. Jenkins as the Managing Member of Kettle Park West, LLC, who executed the foregoing instrument and acknowledged the same in the capacity set forth above.



  
Print Name: Shannon E. Marr  
Notary Public, State of Wisconsin  
My Commission: 11-16-18

**THIS DOCUMENT WAS DRAFTED BY:**

Attorney Daniel A. O'Callaghan  
Michael Best & Friedrich LLP  
P.O. Box 1806  
Madison, WI 53701-1806  
(608) 257-3501

**Exhibits Attached:**

Exhibit A     —   Legal Description of Condominium Property  
Exhibit B     —   Condominium Plat  
Exhibit C     —   Percentage Interests in Common Elements



**MORTGAGEE CONSENT AND SUBORDINATION**

The undersigned, McFarland State Bank ("Lender"), as the holder of a mortgage or other security instrument affecting the real estate described within the Declaration to which this Mortgagee Consent and Subordination is attached, does hereby consent to such Declaration and subordinate the lien of Lender's mortgage to said Declaration.

This Mortgagee Consent and Subordination is made as of the 14th day of October, 2016.

LENDER:  
MCFARLAND STATE BANK

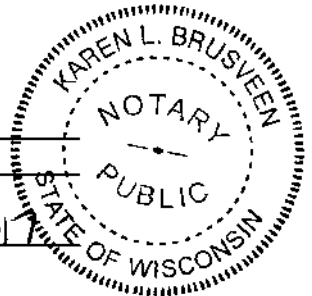
By: James E. Walker  
Name: James E. Walker  
Title: E.V.P.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  ) SS.  
COUNTY OF DANE                    )

Personally came before me this 14<sup>th</sup> day of October, 2016, the above-named James E. Walker as the Executive Vice President of McFarland State Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Karen L. Brusveen  
Name: Karen L. Brusveen  
Notary Public, Wisconsin  
My Commission: exp 5/19/2017





**EXHIBIT A**

**LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**

LOT 7, CERTIFIED SURVEY MAP No. 14058, RECORDED IN VOLUME 94 OF  
CERTIFIED SURVEY MAPS, ON PAGES 159-165, AS DOCUMENT No. 5179691,  
LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF  
SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON,  
DANE COUNTY, WISCONSIN.

SUBJECT TO AND TOGETHER WITH INGRESS/EGRESS EASEMENT IN DOCUMENT  
No. 5180200.

Parcel Identification Number: 281/0510-014-9900-2



**EXHIBIT B**  
**CONDOMINIUM PLAT**

[See Attached]



# EXHIBIT B

## KETTLE PARK WEST - LOT 7 CONDOMINIUM

### A CONDOMINIUM PLAT

LOT 7, CERTIFIED SURVEY MAP NO. 14058, RECORDED IN VOLUME 94, ON PAGES 158-159, AS DOCUMENT NO. 5179691, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTSTON, DANE COUNTY, WISCONSIN.

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L-1	N 87°07'28" W	33.05'	6-7	N 29°57'59" W	14.67'
L-2	S 60°15'13" E	5.00'	7-8	S 80°02'59" W	5.00'
L-3	N 87°07'28" W	21.50'	8-9	N 09°57'01" W	32.13'
L-4	S 00°12'45" E	8.67'	9-10	N 89°53'46" W	32.41'
L-5	N 80°53'46" W	46.43'	L-6	N 00°16'10" W	66.62'
L-7	N 14°28'19" W	10.05'	L-7	N 20°51'12" W	32.01'
L-8	N 76°54'32" E	5.00'	L-8	N 60°15'13" W	57.88'
L-9	N 11°43'02" W	5.70'	L-9	N 89°43'46" E	102.61'
L-10	S 78°39'24" W	5.00'	L-10	N 65°59'50" E	73.63'

### LEGEND

□	GOVERNMENT CORNER	-----	PLATTED LOT LINE
○	24" x 24" WOOD SIGN	---	WASHLINE
---	HARDY BOUNDARY	...	CHORD LINE
---	SECTION LINE	7-1	UNIT NUMBER
---	RIGHT-OF-WAY LINE		

### NOTES

1. BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), DANE COUNTY, THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTSTON, DANE COUNTY, WISCONSIN.
2. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF NOVEMBER 14, 2015.
3. THERE ARE NO COMMON ELEMENTS.
4. SEE SHEETS 2 AND 3 FOR FASTENING INFORMATION.
5. THE BUILDINGS AND PARKING IMPROVEMENTS SHOWN AS DASHED LINES ARE FUTURE IMPROVEMENTS.

### LEGAL DESCRIPTION

LOT 7, CERTIFIED SURVEY MAP NO. 14058, RECORDED IN VOLUME 94, ON PAGES 158-159, AS DOCUMENT NO. 5179691, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTSTON, DANE COUNTY, WISCONSIN.

SUBJECT TO AND TOGETHER WITH INCRESS/EGRESS EASEMENT IN DOCUMENT NO. 5180200.

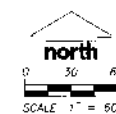
### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT, IN COMPLIANCE WITH CHAPTER 703.11 OF WISCONSIN STATUTES, THE CONDOMINIUM PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF THE PLAT DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT CAN BE DETERMINED FROM THE PLAT.

JOHN KREBS,  
WISCONSIN PROFESSIONAL  
LAND SURVEYOR, S-1876

DATE

OFFICE OF THE REGISTER OF DEEDS  
COUNTY, WISCONSIN  
RECEIVED FOR RECORD  
TO AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M AS  
DOCUMENT # \_\_\_\_\_  
IN VOL \_\_\_\_\_ OF CONDOMINIUM  
PLAT(S) (IN PAGES) \_\_\_\_\_  
REGISTER OF DEEDS



PROJECT NO. 15-008  
FILE NO. 2076  
RECORDING/PC

SURVEYED BY: JWS  
DRAWN BY: JWS  
CHECKED BY: JWS  
APPROVED BY: JWS

PREPARED FOR:  
KETTLE PARK WEST LLC  
161 HORIZON DRIVE, SUITE 101  
VERONA, WI 53593  
(262) 848-9050

PREPARED BY:  
JSD Professional Services, Inc.  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593



# KETTLE PARK WEST - LOT 7 CONDOMINIUM

A CONDOMINIUM PLAT

LOT 7, CERTIFIED SURVEY MAP NO. 14058, RECORDED IN VOLUME 94, ON PAGES 159-165, AS DOCUMENT NO. 5178891, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTSTON, DANE COUNTY, WISCONSIN.

## UTILITY EASEMENT



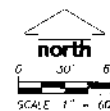
LINE TABLE		
LINE	BEARING	DISTANCE
L-11	N 00°10'13" W	161.64'
L-12	N 89°42'34" E	89.26'
L-13	N 00°10'31" W	26.43'
L-14	N 89°00'05" E	17.30'
L-15	N 19°12'19" W	10.27'
L-16	N 70°47'41" E	85.07'
L-17	S 89°42'34" W	77.84'
L-18	N 19°12'19" W	223.40'
L-19	N 06°21'02" W	35.69'
L-20	N 89°42'34" E	204.45'
L-21	S 89°42'34" W	215.87'
L-22	N 89°58'22" E	63.10'
L-23	N 70°47'41" E	137.12'
L-24	S 19°12'19" E	160.53'
L-25	N 19°12'19" W	63.31'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-1	N 89°53'46" W	12.19'
E-2	N 09°56'48" W	58.28'
E-3	N 20°51'54" W	16.56'
E-4	N 00°16'12" W	57.68'
E-5	N 29°43'46" E	107.61'
E-6	N 69°58'56" E	73.53'
E-7	S 69°58'50" W	72.57'
E-8	S 89°43'46" W	102.61'
E-9	S 00°16'13" E	57.08'
E-10	S 20°51'54" E	16.31'
E-11	S 06°50'48" E	46.41'
E-12	S 89°53'46" W	15.24'
E-13	S 22°01'25" E	93.77'
E-14	N 89°53'46" W	12.95'
E-15	N 22°01'25" W	80.96'
E-16	S 15°18'23" W	12.97'
E-17	S 00°16'13" E	15.00'
E-18	N 89°43'46" W	9.91'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C-5	21.75'	225.50'	71°03'50"	27.76'	N 03°48'11" W
C-7	53.20'	225.50'	13°31'24"	53.10'	N 14°05'38" W
C-8	54.70'	515.50'	6°04'48"	54.68'	N 86°41'22" E
C-9	122.83'	515.50'	13°39'58"	122.54'	N 76°49'24" E

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-1	129.55'	515.50'	14°27'17"	129.21'	N 17°10'39" W
EC-2	62.69'	174.50'	20°34'58"	67.35'	N 10°31'43" W
EC-3	38.48'	24.50'	95°00'00"	34.65'	N 44°43'46" E
EC-4	177.54'	515.50'	18°43'56"	176.66'	N 70°51'48" E
EC-5	12.01'	581.47'	00°42'04"	12.01'	S 17°47'45" E
EC-6	181.67'	527.90'	19°43'56"	160.77'	S 79°51'48" W
EC-7	19.63'	12.50'	80°00'00"	17.66'	S 44°43'46" W
EC-8	56.36'	162.50'	20°34'58"	58.06'	S 10°33'43" E
EC-9	132.20'	525.50'	14°24'51"	131.85'	S 17°29'26" E

UNIT AREAS		
UNIT No.	SQUARE FEET	ACRES
7a	24,512	0.563
7b	55,088	1.250
7c	35,361	0.811
7d	30,255	0.695
7e	25,156	0.578
TOTAL	165,382	3.797



PROJECT NO.	15-7106	SURVEYED BY	JMD
FILE NO.	0-76	DRAWN BY	JMD
FIELDBOOK/PC		CHECKED BY	JMD
		APPROVED BY	JMD

PREPARED FOR:  
KETTLE PARK WEST, LLC  
161 HORIZON DRIVE, SUITE 101A  
VERONA, WI 53593  
(508) 840-1050

PREPARED BY:  
**JSD** Professional Services, Inc.  
Engineers • Surveyors • Planners  
161 HORIZON DRIVE, SUITE 101A  
VERONA, WISCONSIN 53593



# KETTLE PARK WEST - LOT 7 CONDOMINIUM

## A CONDOMINIUM PLAT

LOT 7, CERTIFIED SURVEY MAP NO. 14058, RECORDED IN VOLUME 94, ON PAGES 159-165, AS DOCUMENT NO. 5179691, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUTHTON, DANE COUNTY, WISCONSIN.

### INGRESS/EGRESS EASEMENT

#### EASEMENT LINE TABLE

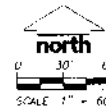
LINE	BEARING	DISTANCE
E-16	N 00°16'18" E	65.62'
E-17	N 25°51'32" W	52.01'
E-18	N 00°16'13" W	57.88'
E-19	N 89°43'46" E	192.61'
E-20	N 89°59'50" E	13.03'
E-21	S 69°59'50" W	72.43'
E-22	S 89°43'46" W	116.11'
E-23	S 00°16'13" E	55.85'
E-24	S 20°51'04" E	16.34'
E-25	S 09°08'48" E	15.23'
E-26	N 89°53'46" W	31.35'

#### EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-10	81.01'	225.50'	22°34'54"	80.57'	N 10°33'43" W
EC-11	62.69'	174.50'	20°14'58"	62.35'	N 10°33'43" W
EC-12	38.48'	24.50'	90°00'00"	34.85'	N 44°43'46" E
EC-13	177.54'	515.50'	19°43'56"	176.65'	N 79°51'48" E
EC-14	16.51'	981.47'	00°57'50"	16.51'	S 17°55'38" E
EC-15	183.22'	537.09'	19°43'56"	182.31'	S 79°51'48" W
EC-16	58.74'	163.50'	20°34'58"	58.42'	S 10°33'43" E
EC-17	131.98'	524.50'	14°35'03"	131.63'	S 17°09'30" E



S.T.H. '138'



THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM WITH RESPECT TO SECTION 103 OF WISCONSIN STATUTES AND IT IS HEREBY APPROVED FOR RECORDING.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

DIRECTOR OF PLANNING AND COMMUNITY & ECONOMIC DEVELOPMENT, CITY OF MADISON

#### PREPARED FOR:

KETTLE PARK WEST, LLC  
161 HORIZON DRIVE, SUITE 201A  
VERONA, WI 53593  
(608) 248-9000

#### PREPARED BY:

**JSD** Professional Services, Inc.  
Engineers • Surveyors • Planners  
161 HORIZON DRIVE, SUITE 201A  
VERONA, WISCONSIN 53593

PROJECT NO.	18-7105	SURVEYED BY	JMR
FILE NO.	0-76	DRAWN BY	JMR
INSTRUMENT/PC		CHECKED BY	JMR
		APPROVED BY	JMR



**EXHIBIT C**  
**PERCENTAGE INTERESTS**

<b><u>Unit</u></b>	<b><u>Lot Area</u></b>	<b><u>Percentage Interest</u></b>	<b><u>Number of Votes</u></b>
Unit 7-1	24,512 sq. ft.	14.82%	15
Unit 7-2	50,100 sq. ft.	30.29%	30
Unit 7-3	38,266 sq. ft.	23.14%	23
Unit 7-4	27,351 sq. ft.	16.54%	17
Unit 7-5	25,156 sq. ft.	15.21%	15
Total	165,385 sq. ft.	100%	100

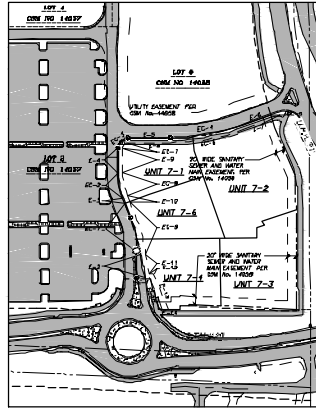






LOT 7, CERTIFIED SURVEY MAP No. 14058 AND PART OF LOT 1, CERTIFIED SURVEY MAP No. 3435,  
LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01,  
TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

- UTILITY EASEMENTS



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-1	N 89°53'46" W	12.19
E-2	N 09°56'48" W	56.28
E-3	N 20°51'54" W	10.68
E-4	S 00°16'15" W	57.88
E-5	N 89°43'40" E	102.81
E-6	N 09°39'60" E	73.03
E-7	S 69°59'50" W	72.57
E-8	S 89°43'46" W	102.61
E-9	S 00°16'13" E	57.88
E-10	T 20°31'54" E	18.31
E-11	S 09°56'48" E	46.41
E-12	S 89°53'46" E	10.24
E-13	S 22°01'25" E	83.72
E-14	N 89°53'46" W	12.89
E-15	N 22°01'25" W	80.96

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-1	129.65	133.60	129.217°	129.21	N 17.10° 32' N
EC-2	62.68	174.50	20.3458	62.35	N 10.33° 43' N
EC-3	35.48	24.50	90.0000°	24.63	N 49.54° 14' E
EC-4	172.54	333.50	163.0438	170.66	N 29.51° 44' E
EC-5	12.01	301.47	02.0424°	12.01	S 1.74° 45' E
EC-6	181.67	327.50	163.8786	180.22	S 72.91° 48' E
EC-7	18.63	12.50	90.0000°	13.68	S 44.94° 14' W
EC-8	98.38	182.50	20.3458	98.06	S 10.33° 43' E
EC-9	19.30	325.50	163.0431	19.18	S 17.08° 24' E



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-27	S 15°19'23" W	12.97'
E-28	S 00°16'13" E	18.00'
E-29	S 89°43'46" W	9.01'
E-30	N 00°16'13" W	4.00'
E-31	N 08°57'01" W	12.00'
E-32	N 80°03'00" E	4.31'
E-33	S 22°01'26" E	12.77'
E-34	S 80°03'00" W	6.67'

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-18	18.10'	12.50'	73°47'57"	15.01'	N 36°37'45" E

[illegible]

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-16	N 02°16'10" W	80.02'
E-17	N 02°16'12" W	82.01'
E-18	N 02°16'13" W	57.06'
E-19	N 89°45'00" E	102.01'
E-20	N 09°39'30" E	73.03'
E-21	S 09°39'30" W	72.43'
E-22	S 89°43'48" W	116.11'
E-23	S 02°16'15" E	86.88'
E-24	S 20°31'54" E	16.38'
E-25	S 02°16'48" E	58.23'
E-26	N 87°33'46" W	31.30'

DIVIDE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-10	81.01	225.52	20°34'54"	80.57	N 10°33'43" W
EC-11	62.69	174.61	20°34'58"	62.36	N 10°33'44" W
EC-12	58.48	24.50	90°00'00"	54.85	N 44°54'46" E
EC-13	172.54	51.30	10°43'36"	176.86	N 79°51'45" E
EC-14	16.31	981.47	00°5'50"	16.11	S 17°00'38" E
EC-15	188.26	332.02	10°43'36"	182.31	S 79°51'46" E
EC-16	58.74	163.60	20°34'58"	58.42	S 10°33'43" E
EC-17	131.99	326.30	11°29'03"	131.63	S 79°09'38" E



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-27	N 89°42'34" E	250.88
E-28	N 01°21'19" W	151.23
E-29	S 70°47'41" E	124.99
E-30	S 69°31'52" W	83.19
E-31	N 20°31'12" W	24.00
E-32	N 69°31'52" E	63.61
E-33	S 70°47'41" E	148.25
E-34	S 19°12'10" E	163.46
E-36	N 89°42'34" E	69.26
E-38	S 00°17'28" E	24.00
E-37	S 69°42'34" W	292.54

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEAR
EC-18	24.19'	225.50'	06°08'51"	24.18'	N 07°20'33"



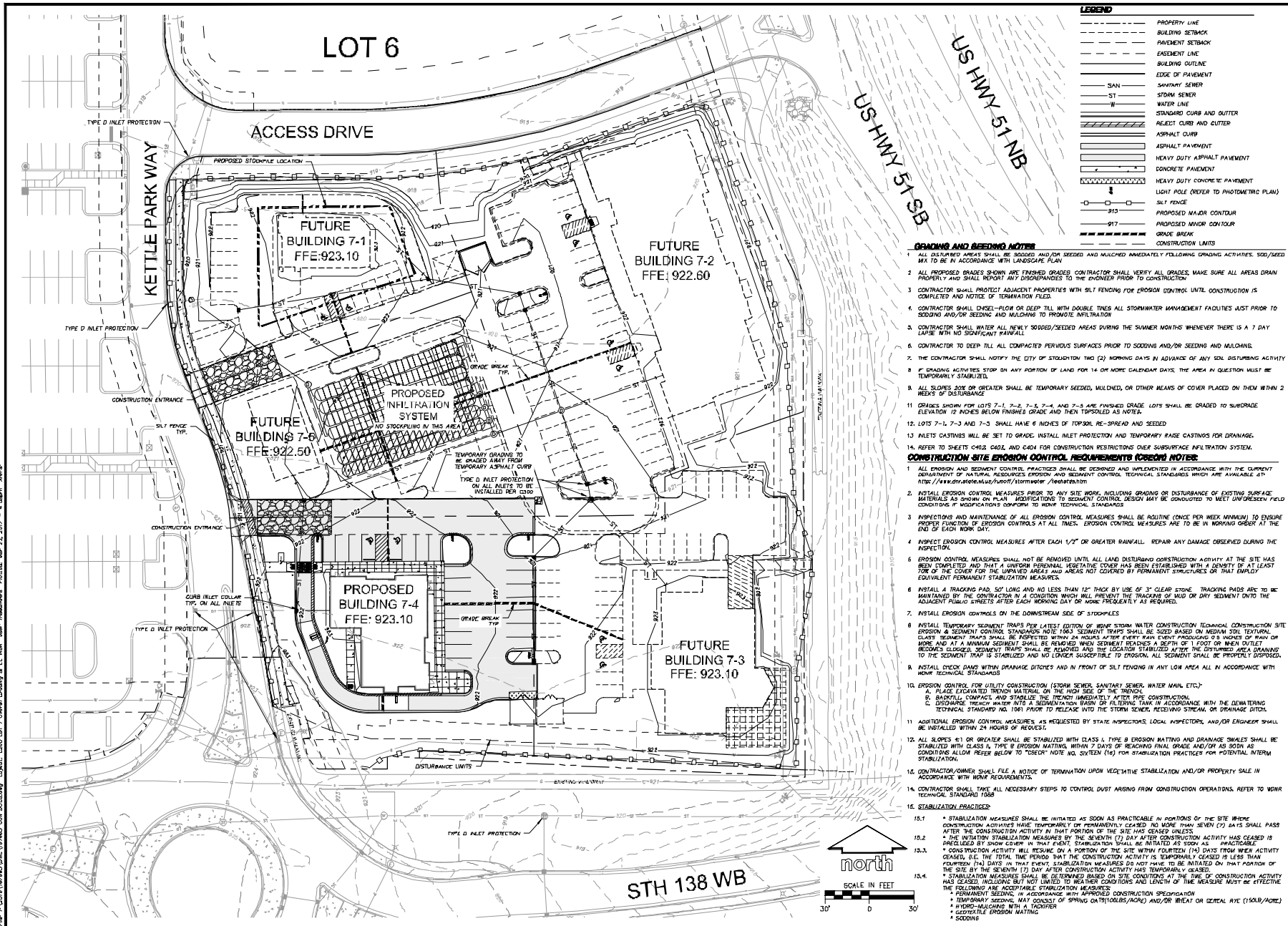
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MADISON, WISCONSIN 53704  
TEL: 608.261.1111 FAX: 608.261.1112  
WWW.JSDINC.COM

2016-2017 FISCAL YEAR  
10/1/2016 TO 9/30/2017

**FDG**

161 Horizon Drive, Suite 101A  
Verona, WI 53593

PROJECT:  
**KETTLE PARK WEST LOT 7**

PROJECT LOCATION:  
STOUTSDOWN, WI  
DADE COUNTY

NO. PROJECT: 16-7623

SCALE: AS SHOWN

ALTAUCH UNBURY SPOT HAS BEEN MADE IN PREPARING THIS PLAN AND ALL CHANGES WILL BE FOR THE RECORD. THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL INITIAL AND AMENDMENTS TO THE PLAN AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	MS	12/2017
DRAWING:	MS	1/2018
APPROVAL:		

PLAN NO. / DATE:	
ISSUED FOR:	08/09/2017
DADE COUNTY REVIEW:	08/09/2017
ISSUED FOR CONSTRUCTION:	08/09/2017

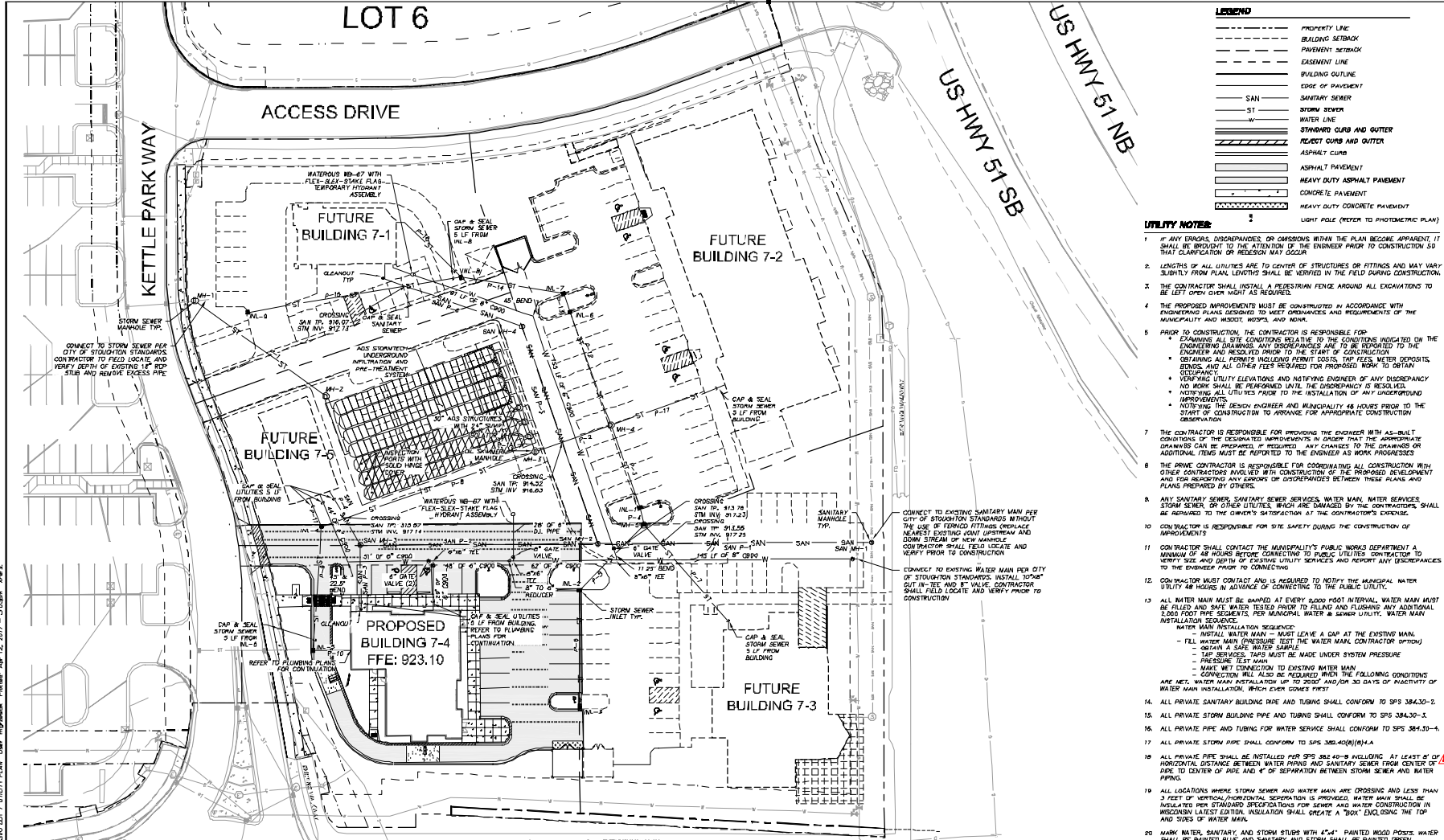
**NEEDS & OUTLINE**

Toll Free (800) 242-6571  
Fax (608) 261-1112  
www.DiggerOnline.com

SHEET TITLE:  
**LOT 7 GRADING & EROSION CONTROL PLAN**

SHEET NUMBER:  
**C200**





**PROPOSED STORM SEWER STRUCTURES SCHEDULE**

LINE	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	FRAME & GRATE
MP-1	915.82	920.23	4.41	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-2	915.37	921.38	6.01	36-IN DIA. ADS. MANHOLE	R-1500 SOLID LID
ISOLATION MP	913.88	921.32	7.44	36-IN DIA. ADS. MANHOLE w/ 24" ELBOW & 1/2" DISPER	R-1500 SOLID LID
MP-3	915.95	922.38	6.43	48-IN DIA. CONC. MANHOLE w/ 24" ELBOW & 1/2" DISPER	R-1500 SOLID LID
MP-4	916.15	920.79	4.64	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-5	916.57	920.97	4.40	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-6	917.09	919.85	7.24	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-7	917.25	920.68	3.43	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-8	917.57	920.30	2.73	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-9	917.70	920.14	2.44	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-10	917.80	920.34	2.54	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-11	917.81	920.38	2.57	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-12	917.82	920.47	2.65	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-13	917.83	920.56	2.73	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-14	917.84	920.65	2.81	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-15	917.85	920.74	2.89	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-16	917.86	920.83	2.97	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
MP-17	917.87	920.92	3.05	36-IN DIA. CONC. MANHOLE	R-1500 SOLID LID

**PROPOSED SANITARY SEWER STRUCTURES SCHEDULE**

LINE	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	FRAME & GRATE
SAN-1	911.75	917.75	6.00	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
SAN-2	912.42	920.42	8.00	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
SAN-3	912.78	921.78	9.00	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID
SAN-4	913.00	922.00	9.00	48-IN DIA. CONC. MANHOLE	R-1500 SOLID LID

**PROPOSED STORM SEWER PIPE SCHEDULE**

PIPE LABEL	FROM	TO	LENGTH (FT)	INVERT ELEVATION (FT)	DISCHARGE ELEVATION (FT)	SLOPE (%)	PIPE SIZE & TYPE
P-1A	MP-1	MP-2	10	915.82	915.37	0.50%	18" HDPE
P-2	MP-2	MP-3	49	915.37	910.38	0.40%	18" HDPE
P-3	MP-3	MP-4	50	910.38	904.85	0.30%	18" HDPE
P-4	MP-4	MP-5	17	904.85	901.07	0.20%	18" HDPE
P-5	MP-5	MP-6	55	901.07	897.70	0.20%	18" HDPE
P-6	MP-6	MP-7	70	897.70	891.40	0.20%	18" HDPE
P-7	MP-7	MP-8	80	891.40	887.25	0.40%	18" HDPE
P-8	MP-8	MP-9	78	887.25	883.88	0.40%	18" HDPE
P-9	MP-9	MP-10	75	883.88	881.30	0.40%	18" HDPE
P-10	MP-10	MP-11	72	881.30	877.78	0.40%	18" HDPE
P-11	MP-11	MP-12	13	877.78	877.30	0.20%	18" HDPE
P-12	MP-12	MP-13	10	877.30	877.10	0.20%	18" HDPE
P-13	MP-13	MP-14	12	877.10	877.11	0.00%	18" HDPE
P-14	MP-14	MP-15	82	877.11	873.25	0.40%	18" HDPE
P-15	MP-15	MP-16	735	873.25	818.12	0.40%	18" HDPE
P-16	MP-16	MP-17	50	818.12	817.55	0.40%	18" HDPE
P-17	MP-17	MP-18	13	817.55	816.85	0.40%	18" HDPE

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Madison, WI 53703  
TEL: 608.261.1111 FAX: 608.261.1112  
WWW.JSDINC.COM

**FDG**

141 Horizon Drive, Suite 101A  
Madison, WI 53703

PROJECT: **KETTLE PARK WEST LOT 7**

PROJECT LOCATION: **LOT 7, KETTLE PARK WEST, MADISON, WI**

DATE: **12-15-2017**

SCALE: **AS SHOWN**

DESIGNED BY: **JSD**

DRAWN BY: **JSD**

CHECKED BY: **JSD**

APPROVED BY: **JSD**

DATE: **12-15-2017**

PROJECT: **KETTLE PARK WEST LOT 7**

PROJECT LOCATION: **LOT 7, KETTLE PARK WEST, MADISON, WI**

DATE: **12-15-2017**

SCALE: **AS SHOWN**

DESIGNED BY: **JSD**

DRAWN BY: **JSD**

CHECKED BY: **JSD**

APPROVED BY: **JSD**

DATE: **12-15-2017**

**DEEGERS & HOTLINE**

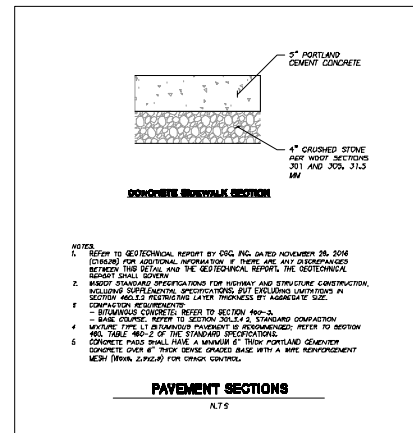
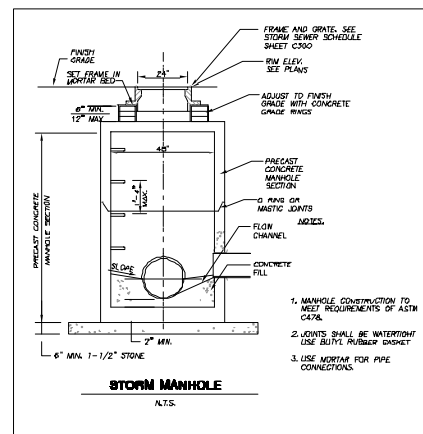
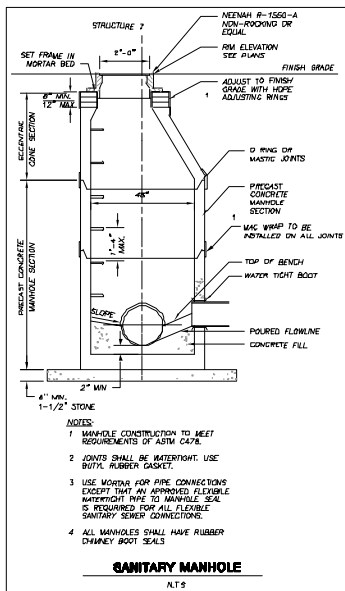
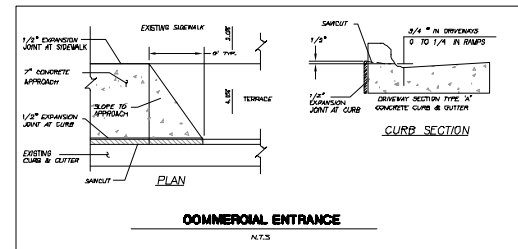
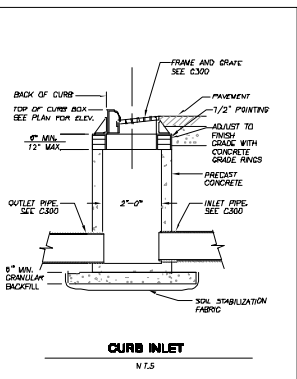
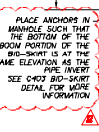
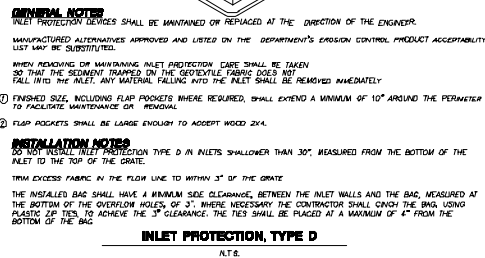
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Madison, WI 53703  
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SHEET: **LOT 7 PRIVATE UTILITY PLAN**

SHEET NUMBER: **C300**

File: "LOT 7 PRIVATE UTILITY PLAN" User: mjsd Date: 12-15-2017 10:05:00 AM





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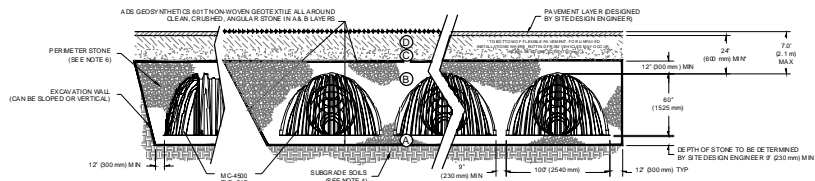




MATERIAL LOCATION	DESCRIPTION	ASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
<b>FINAL FILL MATERIAL</b> FOR PAVED D'S PARTS FROM TOP OF INC'S LAYERS TO THE BOTTOM OF FLEECIBLE PAVEMENT OR UNPAVED FINISH SURFACE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOIL OR ENGINEER SPLANS, CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	NA	PREPARE PER SITES ON ENGINEER'S PLAN. INSTALLATION MAY HAVE STRINGENT MATERIALS, AND THE PAVEMENT FOR REQUIREMENTS.
<b>INTITAL FILL</b> FOR LAYER FOR LAYER C' TOP OF THE TOP OF THE PAVED D'S PARTS (LAYER) TO 104" (860 mm) ABOVE THE TOP OF THE PAVED D'S PARTS. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE LAYER.	GRANULAR WELL-GRADED SAND/AGGREGATE MIXTURES, <35% FINEB OR PROCCESSED AGGREGATE.	AASHTO M45 1, A-1, A-2, A-3  OR MOST PAVMENT SURBING MATERIALS CAN BE USED IN UY OF THIS LAYER.	DESIGN CPM ACTION/STATION 24' (900 mm) OF THE TOP OF THE CHAMBERS IS REACHED. THE MINIMUM DENSITY FOR THE CHAMBERS LAYER MAY EXCEEDS 10% PROCCESSED DENSITY FOR THE CHAMBERS LAYER. THE MINIMUM DENSITY FOR PROCCESSED AGGREGATE MATERIALS.
<b>EMBANKMENT OF THE FILL</b> SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (X) TO 104" (860 mm) ABOVE.	CLEAN CRUSHED, ANGULAR STONE	ASHTO M41 3, 307, 4-5, 5-6, 5-7, 6, 6-7, 6-8, 6-9, 7-10	NO COMPACTION REQUIRED.
<b>FOUNDATION STONE</b> : FILL BELOW CHAMBER B FROM THE SURGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN CRUSHED, ANGULAR STONE	ASHTO M41 3, 4	PLATE COMPACT OR SOIL TO HAVE A PLAT SURFACE.

1. THE LISTED AASHTO DESIGNATIONS ARE FOR CRUSHED MATERIALS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, ORUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".

2. STORMTIGHT COMPACTION REQUIREMENTS ARE MET FOR A LOCATION MATERIALS WHEN PLACED AND COMPACTED IN A 20" (510 mm) (MAX) LIFTS USING TWO PULL, 20" (510 mm) ROLLERS WITH A VIBRATORY COMPACTOR. THE INFORMATION TABLES MAY BE COMPROMISED BY COMPLICATION FOR STANDARD LOAD CONDITIONS. A FLAT SURFACE MAY BE ACHIEVED BY KEENING OR DRAGGING. WITHOUT COMPACTION EQUIPMENT, FOR SPECIAL LOAD DESIGNS, CONTACT STORMTIGHT FOR COMPACTION REQUIREMENTS.



1. MC-4600 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2424 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WASTE STORAGE/RE COLLECTION CHAMBERS".

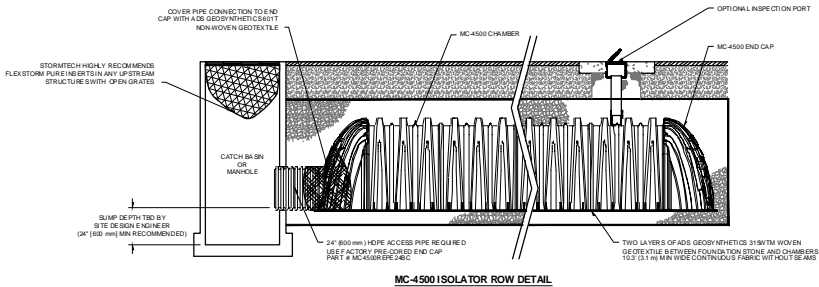
2. MC-4600 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2424 "STANDARD SPECIFICATION FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WASTE STORAGE/RE COLLECTION CHAMBERS".

3. "ACE" PAVED MATERIAL SHALL PROVIDE EXPOSED MATERIAL LOCATIONS, DISINTEGRATION, GRADUATION, AND COMPACTION REQUIREMENTS FOR FOUNDATION, FINE DRAINAGE, AND FILL MATERIALS.

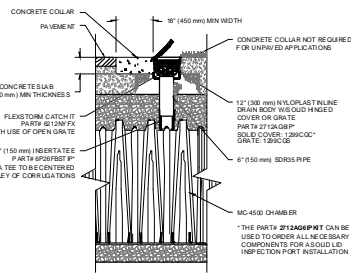
4. THE CHAMBER SHALL BE DESIGNED FOR USE AS A RESISTANCE (PUSHOUT) RATING CAPACITY OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION AND THE DEPTH OF FOUNDATION WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.

5. ONCE LAYER C IS PLACED, ANY SOLID MATERIAL CAN BE PLACED IN LAYER D UP TO THE FINISHED GRADE. MOST PAVEMENT SUBGRADE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER C OR D OF THE DESIGN RAINFALL INFILTRATION PERMIT.

6. PERMITTER MUST BE EXTENDED HORIZONTALLY TO THE NEARER VERTICAL AND SLOPED UP EXCAVATION SOILS.


[illegible]

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



**MC-4500 6" INSPECTION PORT DETAIL**

[illegible]

<b>RPDS</b> 4440 TRUMBULL RD SUITE 200 CHICAGO, IL 60631 (312) 733-7427 (800) 733-7427 WWW.RPDS.COM	 <b>StormTech</b> 10000 N. 10th Ave., Suite 100 Minneapolis, MN 55412 (612) 835-1000	NEW 2013	MAKE 2013	MODEL 2013	DESCRIPTION 2013	KPW LOT #7 MADISON, WI
		PROJECT #	MAKE	MODEL	DESCRIPTION	KPW LOT #7 MADISON, WI

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(262) 238-7200 FAX (262) 238-7201  
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2044 HORIZON DRIVE, SUITE 101A



161 Horizon Drive, Suite 101A  
Verona, WI 53593

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PROJECT:

## KETTLE PARK WEST LOT 7

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FREET, LOCATION:  
STOUGHTON VILLAGE  
DANE COUNTY

JOB REFERENCE: 16-7823

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SCALE: SIGNATURE

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ALTHOUGH EVERY EFFORT WAS BEEN MADE TO PREPARE THIS SET OF PLANS AND SPECIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL FIELD CONDITIONS PRIOR TO START AND BE RESPONSIBLE FOR THE SAME.

ISSUED BY:	MSS	12/20/17
ISSUED TO:	MSS	12/20/17
APPROVAL:		

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PLAN REVISION(S)	DATE
ISSUED B.D.	03/20/2017
DANE COUNTY REVISION	03/16/2017
ISSUED FOR CONSTRUCTION	03/20/2017

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**ENGINEERS & SURVEYORS NOTED**

**Toll Free (800) 244-9511**  
Monday - Friday 9:00 AM - 5:00 PM  
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SHEET TITLE:  
**DETAILS**

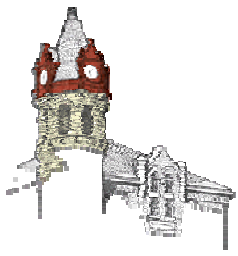
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SHEET ALLOCATED:  
**C402**









CITY OF STOUGHTON  
DEPARTMENT OF PLANNING & DEVELOPMENT  
381 East Main Street, Stoughton, WI. 53589  
[www.cityofstoughton.com/planning](http://www.cityofstoughton.com/planning)

RODNEY J. SCHEEL  
DIRECTOR  
(608) 873-6619  
fax: (608) 873-5519

April 17, 2017

JSD Professional Services  
Todd Buhr  
161 Horizon Drive, Suite 101  
Verona, WI. 53593

Dear Mr. Buhr:

I have completed a review of the proposed Kettle Park West – Lot 7 Condominium, Stoughton, WI - Plan submitted 4/14/17. A public hearing is scheduled for the June 12, 2017 Planning Commission meeting. The preliminary and final plat will run concurrently.

1. The property at Kettle Park West Commercial Center – Lot 7, Stoughton, WI is zoned PD – Planned Development.
2. The proposed condominium is intended to create 5 building sites with common parking areas.
3. The condominium plat meets the requirements of the City of Stoughton land division ordinance and Wisconsin Statutes Chapter 236.
4. The General Development Plan for lot 7 will need to be amended to allow 5 building sites prior to approval of the condominium plat.
5. If approved, the condominium plat will need to be recorded at Dane County Register of Deeds and a copy provided to the Department of Planning & Development.

If you have any questions, please contact me at 608-646-0421

Sincerely,  
City of Stoughton

*Michael P. Stacey*

Michael P. Stacey  
Zoning Administrator/Assistant Planner