



**DEDICATION AND
SUPPLEMENTAL AGREEMENT REGARDING
STORMWATER MANAGEMENT OF OUTLOT 1
("Supplemental Agreement")**

Legal Description of Affected Property:

Lots 1-16 and Outlot 1,
Plat of Kennedy Hills, Town of Cottage Grove,
Dane County, Wisconsin.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Owner ("Owner") does hereby dedicate to the Town of Cottage Grove, Dane County, Wisconsin, a Wisconsin body corporate and politic (the "Town"), and its successors and assigns, the area described as Outlot 1, Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (hereinafter "Outlot 1") as a dedication to the public for stormwater management.

Owner and Town (collectively herein, the "Parties") further agree as follows:

1. ***Independent Rights for the Town.*** The Parties agree that this Supplemental Agreement establishes independent rights for the Town, and does not create obligations for the Town. The Town may, but is not obligated to, proceed pursuant to this Supplemental Agreement regardless of other enforcement rights that may be available to the Town, the Owner(s), the Association or the County.
2. ***Agreement for Maintenance of Stormwater Management Measures.*** Outlot 1 is subject to an ***Agreement for Maintenance of Stormwater Management Measures*** (the "County Agreement") that is by and between Owner and Dane County (the "County"), and which is incorporated herein by reference. The County Agreement is or shall be recorded in the Dane County Register of Deeds office concurrent with recording of this Supplemental Agreement. Among other things, the County Agreement establishes the maintenance standards for the stormwater management measures on Outlot 1. The Parties agree that these standards apply to the Supplemental Agreement.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5640584
09/23/2020 01:40 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Kim Banigan, Town Clerk
Town of Cottage Grove
4058 CTHN
Cottage Grove, WI. 53527

P.L.N
0711-101-8501-0

3. ***Declaration of Covenants, Restrictions, Conditions and Easements.*** The Plat of Kennedy Hills in the Town of Cottage Grove, Dane County, Wisconsin (the "Plat") is subject to a ***Declaration of Covenants, Restrictions, Conditions and Easements*** (the "Declaration"). The Declaration is or shall be recorded in the Dane County Register of Deeds office concurrent with recording of this Supplemental Agreement. Among other things, the Declaration provides that the Kennedy Hills Homeowners Association, Inc. (the "Association") shall maintain all stormwater management measures in Outlot 1 in accordance with the maintenance standards set forth in the County Agreement.

3.1. In the event that the Association fails to act in the manner set forth in the Declaration, the Town shall have the right, but not the obligation, to undertake all or such portion of the maintenance that the Town deems prudent and necessary. Except where an emergency presents, the Town will give reasonable notice to the Association and the Owner(s) prior to undertaking maintenance. Where the Town does undertake maintenance, the full cost incurred by the Town, including associated engineering and legal fees, shall be invoiced to the Association. If the Association fails to remit full payment to the Town within thirty (30) days of demand therefor, the Town may place a special charge or assessment against each lot within the Plat (that is, Lots 1-16) on an equally prorated per lot basis. The special charge or assessment may be recovered in the manner provided by law for special charges and/or assessments, may be included in the real estate tax bill for each of the lots and may become a lien against each lot where the special charge and/or assessment goes unpaid. If the Town finds it necessary to engage in collection efforts, the Owner(s) who has failed to pay the amount due shall be responsible for the actual costs of collection, including engineering and legal fees, in connection with any such collection action.

3.2. As an alternative to the Town undertaking all or a portion of the maintenance as permitted by section 3.1, the Town may seek injunctive relief against the Association and/or the Owner(s) of the lots in the Plat (Lots 1-16) requiring that the Association and/or the Owner(s) perform the maintenance required by the County Agreement, damages, and the actual costs incurred by the Town, including engineering and legal fees, in connection with any such action.

4. ***Binding Effect and Assignability.*** The Supplemental Agreement shall run with the lands described herein, is binding upon the heirs, successors and assigns of the Owner, and shall perpetually benefit the Town, its successors and assigns.

5. ***Ownership Warranty.*** Owner represents and warrants that Owner is the sole owner of Outlot 1, and is authorized to dedicate Outlot 1 to the Town for stormwater management purposes.
6. ***Conflict Among Agreements.*** If there is a conflict among the interpretations of the Declaration, the County Agreement and the Supplemental Agreement, the Parties agree to reform the conflicting provisions so that the most restrictive provision applies, thereby assuring compliance with all of the documents identified herein.
7. ***Governing Law and Interpretation.*** The Supplemental Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Supplemental Agreement is held unenforceable, the remainder of the provisions shall be given effect to the maximum extent possible. The Parties agree to reform this Supplemental Agreement to replace any such invalid or unenforceable provisions in a manner that comes as close as possible to the intention of the stricken provision.
8. ***Complete Agreement.*** This Supplemental Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter herein and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter herein.
9. ***Captions.*** The captions in this Supplemental Agreement are for convenience only and do not in any way limit or amplify the provisions of this Supplemental Agreement.
10. ***Authority to Bind.*** By executing this Supplemental Agreement as set forth below, each person so acting warrants and represents that he or she is duly authorized to thereby bind the respective party hereto.

*INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, Owner has executed this instrument the day and year written below ("Effective Date").

Date: 8/21/2020

OWNER/GRANTOR:

KENNEDY HILLS, LLC



By: David C. Riesop

Its: Sole Member and Authorized Representative

STATE OF WISCONSIN

COUNTY OF DANE

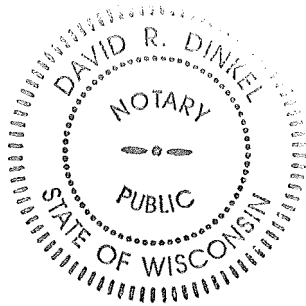
Personally came before me, this 21st day of August, 2020, the above-named David C. Riesop, known to me to be the person who executed the foregoing instrument, and acknowledged the same.




Print Name: David R. Dinkel

Notary Public, State of Wisconsin

My Commission expires 12/31/2021



TOWN OF COTTAGE GROVE


By: 
Kris Hampton, Town Chair

By: 
Kim Banigan, Town Clerk

STATE OF WISCONSIN

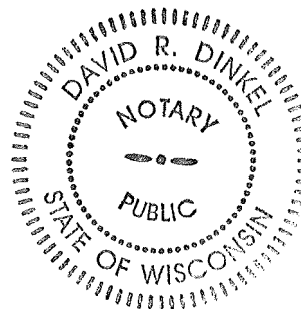
COUNTY OF DANE

Personally came before me this 21st day of August, 2020, the above-named Kris Hampton, Town Chair, and Kim Banigan, Town Clerk, of the Town of Cottage Grove, Dane County, Wisconsin, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Town's authority.


Print Name David R. Dinkel
Notary Public, State of Wisconsin
My Commission: is permanent/expires 12/5/2021

This instrument was drafted by:

Constance L. Anderson
Anderson Consults, LLC
P.O. Box 3004
Madison, WI 53704
608/249-1865
connie@andersonconsultswi.com



CONSENT OF LIENHOLDERS

The undersigned mortgagees or other lienholders, having an interest in the real estate subject to the easements described herein, do hereby consent to the foregoing, and join in the execution hereof solely as a lienholder and hereby agrees that in the event of the foreclosure of the interest in said real estate or other sale of the real estate under judicial or non-judicial proceedings, the real estate shall be sold subject to the easements.

Dated: August 21, 2020.

Bank of Deerfield

Lienholder Name

By: [Signature] Pres.

Name: Darren S. Winkler

Title: President

Attest: [Signature]

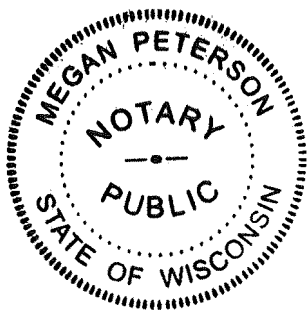
Name: Tracy Goodman

Title: Asst Vice President

STATE OF Dane Wisconsin

COUNTY OF Dane

Personally came before me this 21 day of August, 2020, the above-named Darren S. Winkler and Tracy Goodman, of Deerfield WI, to me known to be the President and Asst Vice President of Bank of Deerfield who executed the foregoing instrument as such officers of the corporation.



[Signature]

Print Name: Megan Peterson

Notary Public, State of Wisconsin

My Commission: Expires February 21, 2023