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**AGREEMENT FOR MAINTENANCE OF
STORMWATER MANAGEMENT MEASURES**

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT#
5650149

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Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

RECITALS:

- A. KENNEDY HILLS LLC
_____, is(are) the owner(s) of property in the
Town of COTTAGE GROVE
_____, County of Dane, State of Wisconsin, more particularly
described on Exhibit A attached hereto ("Property").
- B. The County requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

This space is reserved for recording data

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance task are more particularly described on Exhibit A.
2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.
4. Miscellaneous.
- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Return to:

Dane County Land & Water Resources
5201 Fen Oak Dr., Rm. 208
Madison, Wisconsin 53718

Parcel Number(s):

0711-101-8501-0

If to Owner: KENNEDY HILLS LLC
306 WEST QUARRY STREET
DEERFIELD, WI 53531

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X [Signature]
Water Resource Engineering Division Staff Signature
JASON TUGGLE
Print or type name

State of WI, County of DANE; Subscribed and sworn before me on SEPT. 4, 2020 by the above named person(s).

[Signature]
Notary Public

Print or type name: STEVEN OITELIEN

My Commission Expires: FEB. 12, 2021

X [Signature]
Owner Signature
DAVID C. RIESOP
Print or type name

State of WI, County of Dane; Subscribed and sworn before me on August 21, 2020 by the above named person(s).

[Signature]
Notary Public

Print or type name: David R. Dinkel

My Commission Expires: 12/31/2021

DRAFTED BY: CLEVELAND F. GOMBAR PE

2020-07-06 APPROVED

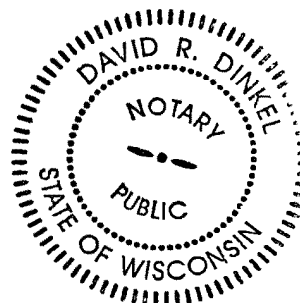


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

Part of the NW ¼ of the NE ¼ of Section 10, T.7N., R.11E. Town of Cottage Grove, Dane County, Wisconsin, described as follows:

Lots 1-16 and Outlot 1, Plat of Kennedy Hills. (Affected property)

(Outlot 1, Stormwater Management Area)

PN#s 0711-101-8501-0

INSPECTION MAINTENANCE & PROHIBITIONS

All components of the storm water system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a storm water control device is compromised as described below. Owner shall maintain records of all inspection and maintenance activities.

Wet Detention Pond

- The Owner shall visually inspect the pond outlet structure and pond perimeter annually. The pond perimeter area shall be mowed a minimum of twice per year.
- Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.
- No plantings or structures of any kind are permitted within the detention pond area, without prior written approval of the Approving Agency.
- Siltation in the pond shall be dredged and disposed offsite in accordance with NR 347.
- Dredging shall be required on a frequency as described in WIDNR Wet Detention Pond Standard 100 or at a minimum when pond wet-storage depth is decreased by 2 feet or as required by the Approving Agency.
- The Owner shall maintain records of inspections.

Culverts and Storm Sewer

- Visual inspection of components shall be performed and debris removed from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Repairs must restore the component to the specifications of the original plan.

- **Riprap**

- Riprap should be inspected after all storm events for displaced stones and erosion. All necessary repairs should be made immediately. Accumulated sediment should be removed periodically.

Grassed Swales:

- Swales should be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion to the channel.
- Trash and other debris should be removed seasonally.
- Gabion Dams and Rock Check Dams should be inspected for evidence of bypassing and 2" washed stone shall be removed and replaced if accumulated biomass prevents drainage.
- Channelization, barren areas, and low spots within the channel should be repaired and reseeded.
- Accumulated biomass should be removed periodically.
- All undesirable vegetation and volunteer tree growth shall be removed.
- Mowing shall maintain a minimum grass height of 6 to 8 inches.

Earth Diversion Berm

- A 2 foot high vegetated earth diversion berm shall be maintained at the locations shown on the approved Erosion Control and Stormwater Management Plan.
- The berm should be inspected annually and after storm events greater than 0.5 inches to ensure it is operating properly and to check for any potential problems, such as the formation of rills and gullies, bare spots, and sediment accumulation.
- Mowing should be performed during dry periods using lightweight equipment to prevent soil compaction and damage to vegetation.

Bio-Infiltration Devices (Includes Infiltration Basins and Infiltration Pond)

- Infiltration ponds should be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion and/or clogging.
- Trash and other debris should be removed regularly to prevent clogging of the overflow pipe and infiltration area.
- Bio-Infiltration devices and ponds should be inspected at least twice a year to ensure they are operating properly and to check for any potential problems, such as: subsidence, erosion, and sediment accumulation.
- Accumulated sediment should be removed from the basin as necessary.
- The ponding times of the infiltration/bioretention systems should be monitored annually for excessive ponding times. If the ponding time exceeds 24 hours the surface should be tilled. If tilling does not reduce ponding time to below 24 hours then the top 3 inches of the basin should be removed and replaced with fresh soil and replanted.
- Perform soil pH testing every 5 years or if the bio-infiltration device is failing to function properly and if vegetation fails to thrive. Adjust soil pH and replant those areas if required.
- No plantings or structures of any kind are permitted within the detention pond area, without prior written approval of the Approving Agency.
- Channelization, barren areas, and low spots within the basin should be repaired and reseeded.
- Accumulated biomass should be removed periodically.
- All undesirable vegetation and volunteer tree growth shall be removed.
- Inspect observation wells, underdrains, inlets and outlets and exercise emergency drawdown devices and valves at least twice a year to ensure they are operating properly. Ensure that all cleanouts, caps, vents and animal guards are in good condition and functioning as designed.
- Inspect and maintain the site access drive to the bio-infiltration devices regularly.