

RESTRICTIONS FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

THIS FORM MUST BE FILLED OUT USING BLACK INK, AND MUST BE LEGIBLE- NO FAXED COPIES SHOULD BE USED

RECITALS:

- A. _____
is the owner of property in the Town of _____,
County of Dane, State of Wisconsin, more particularly described on Exhibit A
attached hereto ("Property"). *Attach a separate sheet including the complete
and accurate legal description of the property.*
- B. The County requires Owner to record this Declaration 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 declarations herein and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the owner agrees as follows:

- 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. *Include specific maintenance tasks and
schedule on Exhibit A, and use additional sheets if necessary.*
- 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.

This space is reserved for recording data

Return to:

Dane County SM/ES/RD/SS Permitting
1 Fen Oak Ct., Rm. 208
Madison, Wisconsin 53718

Parcel Number(s):

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:

If to Owner: _____ (Print Name & Mailing Address)

If to County: Dane County SM/ES/RD/SS Permitting
1 Fen Oak Ct., Rm. 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.

ATTENTION OWNER(S): THE DANE COUNTY LAND CONSERVATION DIVISION MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY, AND THEN SIGN IT BEFORE A NOTARY. DO NOT RECORD THIS DOCUMENT UNTIL IT HAS BEEN APPROVED BY DANE COUNTY LAND CONSERVATION. USE BLACK INK ONLY.

X _____
Signature- Dane County Land Conservation Division Staff

Print or type name

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

NOTARY PUBLIC
Print or type name: _____
My Commission Expires _____

Owner Signature (Only sign before a Notary Public of WI)
Printed Name

FORM DRAFTED BY:
DANE COUNTY LAND CONSERVATION DIVISION

State of WI, County of _____; Subscribed and sworn before me on _____ the above named person(s).

NOTARY PUBLIC
Print or type name: _____
My Commission Expires _____