

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

RECITALS:

- A. Legacy Acres HOA, Inc., is the owner of property in the Town of Springfield, 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. The location of each stormwater management practice is shown on Exhibit B.
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):

080812280005

If to Owner: Samuel Acker
Legacy Acres HOA, Inc.
9432 Blackberry Road
Black Earth, WI 53515

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 _____
Water Resource Engineering Division Staff Signature

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: _____

X Samuel Acker
Owner Signature

Samuel Acker
Print or type name

State of WI, County of Dane; Subscribed and sworn
before me on July 22, 2026 by
the above named person(s).

Melissa Hacker
Notary Public

Print or type name: Melissa Hacker

My Commission Expires: 7/7/30

DRAFTED BY: Vierbicher Associates, Inc.
525 Junction Rd, Suite 3200
Madison, WI 53717
(By: Randall T Kolinske, PE, LEED-AP)

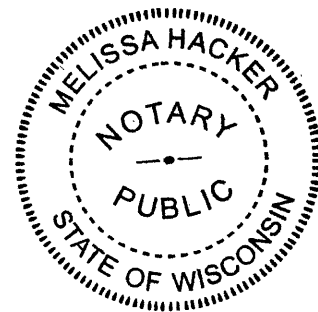


EXHIBIT A

LEGAL DESCRIPTION

Located in the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of Section 12, T8N, R8E, Town of Springfield, Dane County, Wisconsin, described as follows:

Commencing at the north quarter corner of said Section 12; thence S00°14'03"W, 1393.41 feet to the south right of way line of STH 19 and the point of beginning; thence S88°12'11"E, 34.32 feet along said south right of way line; thence N86°05'47"E, 284.29 feet along said south right of way line; thence S84°37'24"E, 224.99 feet along said south right of way line; thence N85°43'12"E, 184.04 feet along said south right of way line; thence N77°15'25"E, 145.84 feet along said south right of way line; thence S00°10'22"W, 95.28 feet; thence N86°01'00"E, 460.11 feet; thence S00°10'22"W, 564.38 feet; thence S88°57'59"W, 1707.67 feet to a point on the west right of way line of Kingsley Road a point of curve; thence northwesterly along said west right of way line on a curve to the left which has a radius of 617.00 feet and a chord which bears N12°56'58"W, 28.05 feet; thence N14°15'06"W, 530.44 feet along said west right of way line; thence N51°42'02"E, 72.27 feet; thence N82°50'40"E, 280.57 feet along said south right of way line of STH 19; thence S88°12'11"E, 184.53 feet along said south right of way line to the point of beginning. Contains 1,058,438 square feet (24.298 acres) including right of way and 1,020,097 square feet (23.418 acres) excluding right of way.

INSPECTION, MAINTENANCE, & PROHIBITIONS

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

SWALES & BERMS

- In addition to semi-annual inspection, also inspect swales & berms after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- Repair any areas that do not have good vegetative cover or show signs of erosion.
- Repairs must restore the swale(s) & berm(s) to the specifications of the original plan.
- Mowing height shall be 6 inches in height or higher to promote filtration.
- Mowing shall occur in-frequently (ideally twice annually) in order to retain taller vegetation.

CULVERTS & 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.
- Rip-rap shall be replaced as necessary.
- Repairs must restore the component to the specifications of the original plan.

WET PONDS

- Annually inspect all components of the wet pond, including inlets, outlets, riprap, and safety shelf, and sediment depth.
- Keep embankments clear of woody vegetation.
- Mowing in buffer areas around stormwater ponds should be minimized. If occasional mowing is necessary, mow no shorter than 6 inches.
- Application of fertilizer, herbicide, pesticide or other chemicals is discouraged.
- Remove sediment from permanent pool once average depth is 3.5 feet or less. Protect liner from damage during sediment removal, if present.
- Excavation is prohibited below the original design depth unless approved by Dane County Water Resources Engineering Department.
- Repairs must restore the practice to the approved plan design.

INFILTRATION BASINS

- Infiltration surface shall be protected from construction sediment with staging or through the use of erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred.
- In the first Spring and Summer after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is necessary per week.
- Remove emergency drawdown plug (if present) for first growing season in basin. This will allow plugs to establish and minimized the risk of plant failure.
- Inspect the area at the beginning and end of each growing season or after every rainstorm greater than 2.5 inches. If the system fails visibly due to sustained sediment loading, the upper soil layer should be replaced and re-vegetated. Growing, native vegetation may be salvaged prior to replacing the upper soil layer. Visible failure is when standing water remains in the infiltration area longer than 24 hours after the termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved plan or modified as approved by City Engineer.
- All vehicular or equipment is prohibited from driving onto or across basin
- Pedestrian traffic is prohibited from crossing basin
- Snow shall not be dumped directly onto the infiltration surface.

