

**Storm Water Management  
System Maintenance  
Agreement**

DANE COUNTY  
REGISTER OF DEEDS

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08/22/2006

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Name and Return Address:

**Attorney John W. Van Note  
Mohs, MacDonald, Widder &  
Paradise  
20 N. Carroll Street  
Madison, WI 53703**

**See Exhibit "A"**  
(Parcel Identification Numbers)

Document Drafted By:  
John W. Van Note  
Mohs, MacDonald, Widder & Paradise  
20 North Carroll Street  
Madison, WI 53703

# Storm Water Management System Maintenance Agreement

**THIS STORM WATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT** ("Agreement"), entered into as of the latest date listed below, by and between GORMAN & COMPANY, INC., a Wisconsin corporation, (the "Owner") and the TOWN OF WINDSOR, a Wisconsin body corporate and politic (the "Town"), collectively, the "Parties".

## RECITALS

A. The Owner is developing property referred to as the Prairie Creek Subdivision (the "Property") more fully described in Exhibit A attached hereto.

B. The Parties desire to set forth their obligations for the maintenance of certain storm water management improvements on the Property.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Responsible Party. The Owner is responsible for maintaining the storm water management system on the Property for the duration of the construction period and until such responsibilities are transferred to the future owners of the Property as the "Maintenance Committee" as set forth in the Declaration of Conditions, Covenants and Restrictions for the Property recorded at or about the same time as this Agreement. Upon such transfer, the Maintenance Committee shall automatically become the "Owner" and shall assume all rights and responsibilities under this Agreement.

2. Permanent Components of the Storm Water Management System.

a. The storm water management system for the Property consists of the following management practices or components set forth in more detail in the approved storm water management plan attached hereto as Exhibit B and incorporated herein by reference:

- \* Storm water drainage ways and swales
- \* Storm water basin inlet and outlet structures
- \* Storm water basin banks
- \* Infiltration areas
- \* Culverts
- \* Pond release structures

3. Inspections and Maintenance Schedule.

a. All components of the storm water management system shall be inspected at least semiannually in early spring and early autumn. In addition, detention/infiltration areas shall be inspected after large storms for settling, cracking, erosion, leakage, sediment accumulation and the health and density of the vegetation. Repairs will be made and accumulated sediment removed whenever the performance of the storm water control structure is compromised. Eroded areas shall be re-vegetated immediately.

b. Owner shall perform a topographic survey at least once every 10 years for

the following purposes:

- to verify that sedimentation has not resulted in a loss of storage volume in the pond equivalent to an accumulation of sediments to an average depth of 0.5 feet or that sediments have not accumulated anywhere in the pond to depth greater than 1.0 foot as compared to the design depth. At least three surveyed elevations should be recorded on the pond bottom (one shot at the center and one shot near each toe of slope), and at any significant changes in grade to define cross-sections orthogonal to the log axis of the pond at approximate 100 foot intervals; and
- to verify that sedimentation or erosion has not resulted in a loss of capacity of the grassy swales. At least one surveyed elevation of each swale flowline should be recorded along the swale centerline at approximate 100 foot intervals and at any significant changes in grade; and
- to verify that berms have not eroded at any location more than 0.25 feet below design elevation. One surveyed elevation of the top of berm should be recorded at approximate 100 foot intervals.

#### 4. Regulations.

a. Mowing in buffer areas, ponds banks and drainage ways shall be minimized to the extent possible in order to maximize filtration of runoff. Mowing height shall be no shorter than six inches.

b. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways, unless specifically authorized by the Town Engineer on an individual event basis and subject to any reasonable conditions.

#### 5. Maintenance of Inspection Records.

a. Owner shall maintain records of the results of all site inspections and any follow-up actions taken by or at the direction of Owner.

b. The Town Engineer shall maintain public records of the results of all Town inspections of the site, shall inform Owner of the inspection results, and shall indicate any specific corrective actions required to bring the storm water management practice or component into accordance with this Agreement.

6. Default by Responsible Party. In the event that the Town determines that Owner has failed to comply with any of the responsibilities as set forth in this Agreement, the Town shall give written notice to Owner identifying any said default and requiring compliance within a specified reasonable time period. In the event owner fails to complete any actions required to

remedy the default within said period, unless extended by the Town in writing, Owner consents that the Town may enter the property on which private storm water management systems and practices are located, correct the default and charge the cost of such corrective action to Owner. If Owner fails to pay for said costs of corrective action then Town shall be entitled to place the cost of the corrective action on the tax roll for the Owner's property as a special charge pursuant to Wis. Stats § 66.0627. Costs and the responsibility therefore shall be divided, billed and assessed equally to each Lot.

7. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

8. Binding Agreement. All provision of this Agreement, including the benefits and burdens hereunder, run with the Property and are binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

9. Amendment/Termination. This Agreement may be amended or terminated by a document signed by the Owner and the Town. At such time as the Maintenance Committee becomes the Owner for purposes of this Agreement, a duly authorized representative of the Maintenance Committee shall be authorized to execute any amendment or termination of this Agreement on behalf of the Owner.

10. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Dane County Register of Deeds.

11. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.

12. Assignment. Owner's obligations may not be assigned to another party, except by transfer of ownership in the Lots as set forth in paragraph 1, without the prior written consent of Town.

13. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 5 day of JULY, 2006.

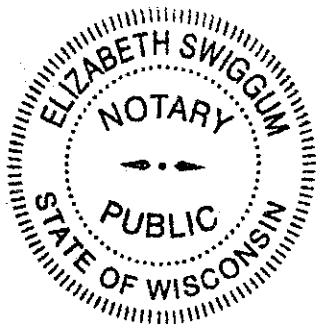
FOR THE OWNER:

Gorman & Company, Inc.

By: [Signature]  
Name: Gary J. Gorman  
Title: President

STATE OF WISCONSIN )  
                                  )SS.  
COUNTY OF DANE )

Personally came before me this 22 day of June, 2006, the above-named Gary J. Gorman, to me known to be the person who executed the foregoing and acknowledged the same.



[Signature]  
Notary Public, State of Wisconsin  
My Commission: 8-23-2006

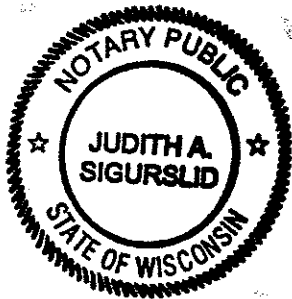
TOWN OF WINDSOR

By: [Signature]  
Alan Harvey, Town Chairman

[Signature]  
Attest: Cheryl Theis, Town Clerk

STATE OF WISCONSIN )  
                                  )SS.  
COUNTY OF DANE )

Personally came before me this 5 day of July, 2006, the above-named Alan Harvey and Cheryl Theis, to me known to be the persons who executed the foregoing and acknowledged the same by and behalf of the Town of Windsor.



[Signature]  
Notary Public, State of Wisconsin  
My Commission: Expires 9-9-07

**Exhibit A**

**Legal Description of the Property**

Lots 1-141, Inclusive, Prairie Creek Subdivision, Town of Windsor, Dane County, Wisconsin.

**TAX PARCEL NUMBERS:**

068-0910-293-9002-0

068-0910-293-9503-0

068-0910-293-8102-0

068-0910-293-8503-0

068-0910-293-9002-0

**Exhibit B**

**Storm Water Management Plan**

**[Attached]**

NOTE: Please be advised that parties hereby direct viewers to ignore the printed text material on the maps attached to this Exhibit "B." Only the spatial relationships of the illustrations on the maps are being presented for your information.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "J. M. A. O.", is written over a horizontal line. The signature is stylized and somewhat illegible.

