

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES**

**RECITALS:**

- A. Whereas, Oakbridge Commons Limited Partnership, a Wisconsin Limited Partnership (hereinafter referred to as “Oakbridge”) is the Owner of lands hereinafter referred to as the “Oakbridge Parcel” as described in Exhibit A attached hereto, and Dane County is the Owner and Tree Lane Apartments, LLC (hereinafter referred to as “Tree Lane”) is the Lessee of lands hereinafter referred to as the “Tree Lane Parcel” as described in Exhibit A attached hereto. Oakbridge, Tree Lane and Dane County being collectively, “the Parties” and the Parcels being collectively the “Properties”.
- B. Whereas Dane County and Tree Lane have entered into a Ground Lease evidenced by a Memorandum of Ground Lease recorded on May 12, 2017 as Document No. 5325106 which conveys to Tree Lane, the right and responsibility to maintain the premises referred to as the Tree Lane Parcel.
- C. Whereas, Oakbridge and Tree Lane have constructed private improvements on their respective Parcels and are both subject to a Detention Easement Area over a part of the Properties as granted by Certified Survey Map No. 8493 and further defined in Second Restated Declaration of Easements per Document No. 2843533 (“Easement”) wherein the Oakbridge and Tree Lane (by way of the above referenced Lease in Section B) are responsible for the maintenance of the Easement Areas lying within each respective Parcel.
- D.. Whereas, as part of City of Madison Engineering Project No. 10985, the City of Madison (“City”) will re-grade a public storm water drainage way adjacent to the Properties. Additionally, as part of the City project, the City will perform minor grading, sediment dredging, remove trees and stumps within the Easement and restore the Easement area with native landscaping. To assure continued maintenance of the areas upon the completion of the City project, the City requires and the Parties agree to record this Declaration regarding maintenance of stormwater management measures located within the Easement area on the Properties. Oakbridge and Tree Lane hereby agree to maintain the stormwater management measures. The Parties agree to grant to the City the rights set forth below.

This space is reserved for recording data

Return to:

City Engineering Division  
Rm. 115, City-County Building  
Madison, Wisconsin

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Maintenance. Oakbridge and Tree Lane and their successors and assigns shall be responsible to repair and maintain the stormwater management measures located within the Easement area on the Property in good condition and in working order and such that the measures comply with the approved plans on file with the City Engineer. Said maintenance shall be at Oakbridge and Tree Lane’s cost and expense. Oakbridge and Tree Lane shall conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements, and pursuant to the Maintenance Provisions attached hereto as Exhibit B.
- 2. Easement to City. If Oakbridge and Tree Lane fail to maintain the stormwater management measures as required in Section 1, then City shall have the right, after providing Oakbridge and Tree Lane with written notice of the maintenance issue (“Maintenance Notice”) and sixty (60) days to comply with the City’s maintenance request, to enter the Properties and Easement area in order to conduct the maintenance specified in the Maintenance Notice. City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Oakbridge and Tree Lane’s use of the Properties. All costs and expenses incurred by the City in conducting such maintenance may be charged equally to each Parcel by placing the amount on the tax roll for each of the Parcels as a special charge in accordance with Section 66.0627, Wis. Stats. and Section 4.09 of the Madison General Ordinances.
- 3. Responsible Party. Per this Declaration, Oakbridge and Tree Lane shall be collectively and equally responsible for the maintenance of the stormwater management measures as enumerated in attached Exhibit B, notwithstanding the said Easement per Document No. 2843533 or any other existing or subsequent easements or agreements.
- 4. Permanent Components of the Storm Water Management System  
The storm water management system for the property consists of the following management practices or components as shown on attached Exhibit C:  
  
1 Dry Detention Basin including all inlet pipes, apron end walls, and the outlet structure and pipe.
- 5. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record 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 City and all of the then-Owners of the Properties.
- 6. 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 Oakbridge: Steve Doran  
Galway Companies  
6430 Bridge Rd., Ste. 230  
Madison, WI 53713

If to Heartland: Associate Director of Design & Construction  
Heartland Alliance  
208 South LaSalle Street, Ste. 1300  
Chicago, IL 60604

If to County: Sharene Smith  
Real Estate Coordinator, Dane County  
5201 Fen Oak Drive, Room 208  
Madison, WI 53718

If to City: City Engineering Division  
Room 115, City County Building  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703-3342  
Attention: City Engineer

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.

END OF CONDITIONS





**EXHIBIT A**  
Legal Description

**Oakbridge Parcel**

Parcel Number 251-0708-233-0807-2

Lot 1 and Lot 2, Certified Survey Map Number 7406, Volume 38 of Certified Surveys, pages 95 – 97 as Document No. 2587424, in the City of Madison, Dane County, Wisconsin.

**Tree Lane Parcel**

Parcel Number 251-0708-233-0809-8

Lot 2, Certified Survey Map Number 8493, Volume 46 of Certified Surveys, pages 193 - 198 as Document No. 2834147, in the City of Madison, Dane County, Wisconsin.

**EXHIBIT B**  
Maintenance Provisions

Dry Detention Basin

Areas restored with native vegetation shall be mowed a maximum of twice annually (Spring and Fall) to promote sediment filtration and retention.

Areas restored with turf grass shall be mowed to a minimum of six (6) inches.

Visually inspect the pond outlet structure and pond perimeter annually. All undesirable or invasive vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.

Check the outlet structure(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).

Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.

No structures of any kind are permitted within the detention basin area, without prior written approval of the City Engineer.

A depth measurement shall be taken once every three (3) years to measure siltation in the basin. Siltation, as identified more than 0.5 feet of accumulated sediment, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be as required by the City Engineer.

Storm Sewer System

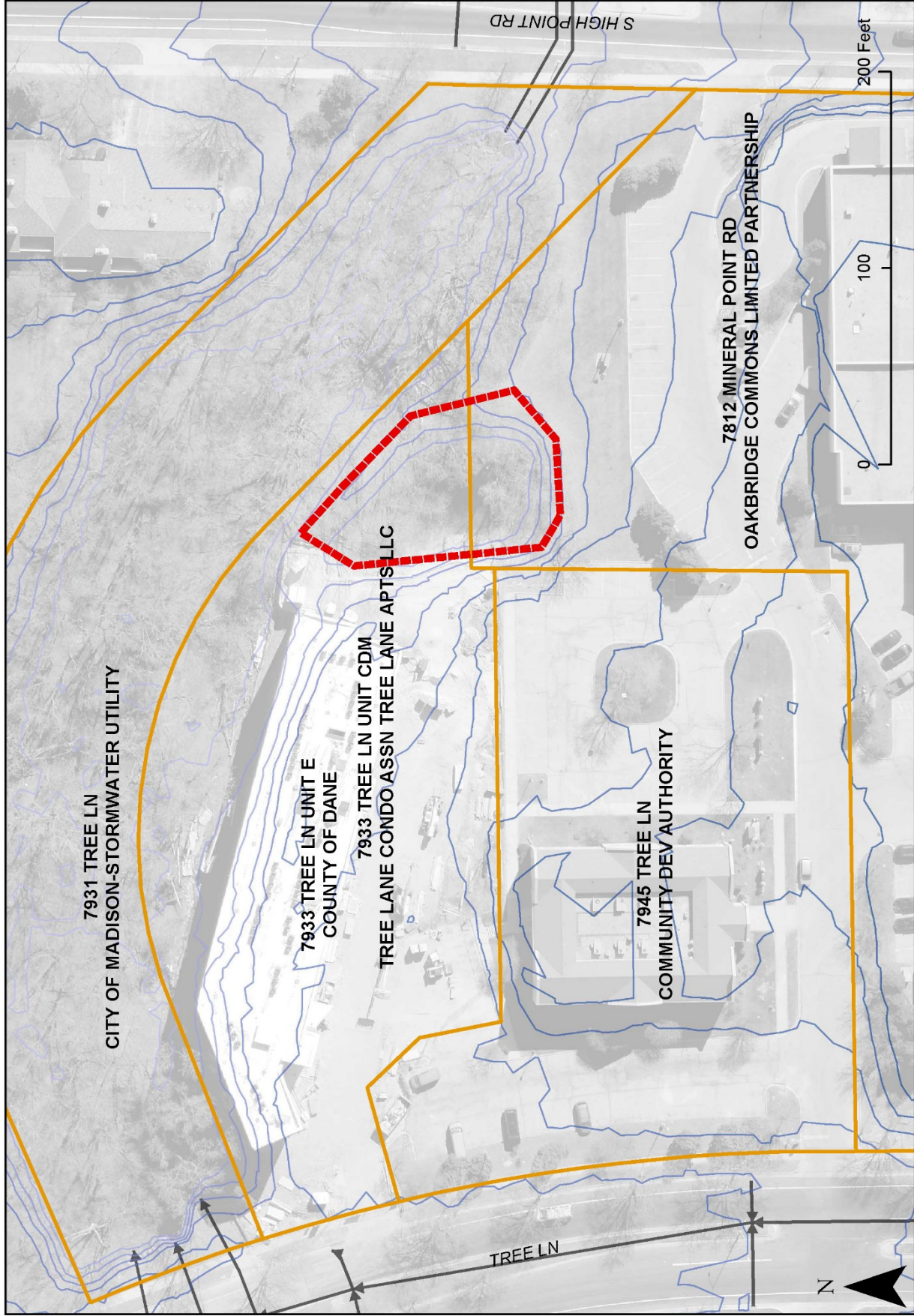
The owner shall maintain all components of the storm sewer system located onsite.

Installation and maintenance shall be in accordance with the manufacturer's guidelines. Any alterations to the approved storm sewer shall be approved by the City Engineer.

At a minimum, the storm sewer system shall be inspected annually and cleaned as needed to maintain design capacity.

Owner shall maintain records of inspections, cleaning and replacement of the storm sewer system all in accordance with Chapter 37 of the Madison General Ordinances.

ATTACH EXHIBIT C WITH LOCATION OF BASIN/POND



# Detention Basin Location