

**AGREEMENT FOR MAINTENANCE OF
STORMWATER MANAGEMENT MEASURES**

RECITALS:

- A. Peter and Chelsea Sachs are the owners of property in the Town of Burke (the "Town"), County of Dane, State of Wisconsin, more particularly shown and described on the certified survey map attached hereto and incorporated herein as Exhibit A (the "Property"). There is a "Drainage-Way Easement" shown on Exhibit A (the "Drainage-Way").
- B. The Town requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Drainage-Way. Owner agrees to maintain the stormwater management measures and to grant to the Town the rights set forth below.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Town of Burke
Attn: Town Administrator
5365 Reiner Road
Madison, Wisconsin 53718

P.I.N.

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 and the Town 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 Drainage-Way in good condition and in working order such that the measures comply with approved plans on file with the Town. 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 tasks are more particularly described on Exhibit B.
2. Easement to Town. If Owner fails to maintain the stormwater management measures as required in Section 1, then the Town shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the Town's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. The Town 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 Town 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 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 Town Chair and Town Clerk 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:

If to Owner:

Peter and Chelsea Sachs
3285 Nelson Rd.
Sun Prairie, WI 53590

If to Town:

Town of Burke
Attn: Town Administrator
5365 Reiner Road
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.

[remainder of this page left blank intentionally,
signatures appear on the following page]

TOWN OF BURKE

By _____
Name: Kevin Viney
Title: Town Chair

Attest: _____
Name: P.J. Monson
Title: Town Clerk/Treasurer

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me, this ____ day of _____, 2021, the above-named Kevin Viney, Town Chair, and P.J. Monson, Town Clerk/Treasurer, known to me to be the persons who executed the foregoing instrument, and acknowledged the same on behalf of the Town of Burke.

Print name: _____
Notary Public, State of Wisconsin
My Commission _____

OWNER

Peter Sachs

Peter Sachs

Chelsea Sachs

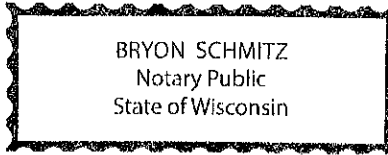
Chelsea Sachs

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me, this 22nd day of SEPTEMBER, 2021, the above-named Peter Sachs, known to me to be the persons who executed the foregoing instrument, and acknowledged the same.

Bryon Schmitz
Print name: BRYON SCHMITZ
Notary Public, State of Wisconsin
My Commission 08/27/2025

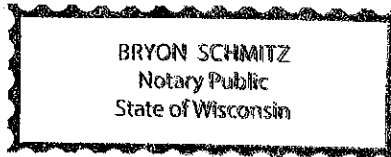


STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me, this 22nd day of SEPTEMBER, 2021, the above-named Chelsea Sachs, known to me to be the persons who executed the foregoing instrument, and acknowledged the same.

Bryon Schmitz
Print name: BRYON SCHMITZ
Notary Public, State of Wisconsin
My Commission 08/27/2025



Attachments:

- Exhibit A – Description and map of Property
- Exhibit B – Specific maintenance tasks

Drafted by:
Christopher B. Hughes
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A
DESCRIPTION AND MAP OF PROPERTY



BIRRENKOTT SURVEYING, INC.

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

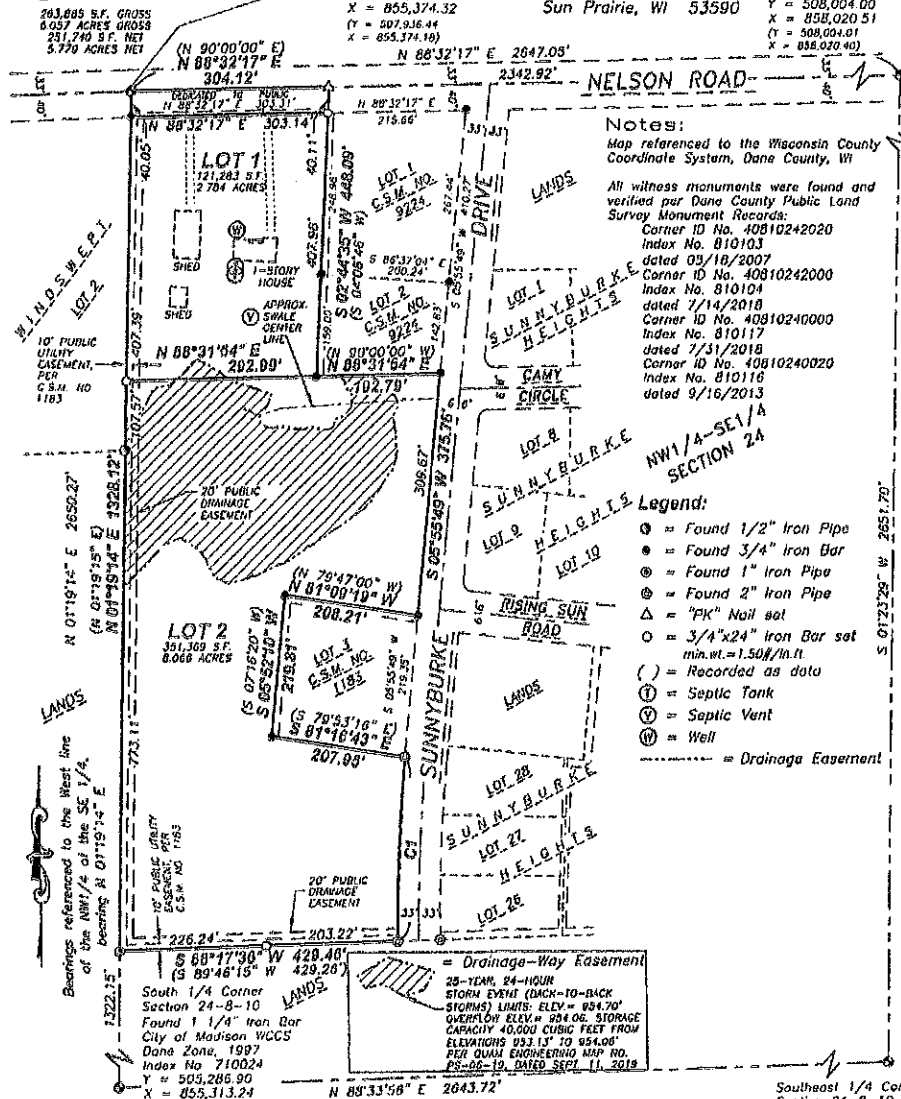
CERTIFIED SURVEY MAP

Lot 1, Certified Survey Map No. 1183, located in part of the Northwest 1/4 of the Southeast 1/4 of Section 24, T8N, R10E, Town of Burke, Dane County, Wisconsin

Center
Section 24-8-10
Found Brass Cap
City of Madison WCCS
Dane Zone, 1997
Index No. 710024
Y = 507,936.47
X = 855,374.32
(Y = 507,936.44
X = 855,374.18)

Prepared For:
Peter & Chelsea Sachs
3285 Nelson Road
Sun Prairie, WI 53590

East 1/4 Corner
Section 24-8-10
Found Alum. Mon
City of Madison WCCS
Dane Zone, 1997
Index No. 710024
Y = 508,004.00
X = 858,020.51
(Y = 508,004.01
X = 858,020.40)



Notes:
Map referenced to the Wisconsin County Coordinate System, Dane County, WI
All witness monuments were found and verified per Dane County Public Land Survey Monument Records:
Corner ID No. 40810242020
Index No. 810103
dated 03/18/2007
Corner ID No. 40810242000
Index No. 810104
dated 7/14/2018
Corner ID No. 40810240000
Index No. 810117
dated 7/31/2018
Corner ID No. 40810240020
Index No. 810116
dated 9/16/2013

- Legend:**
- ⊙ = Found 1/2" Iron Pipe
 - ⊙ = Found 3/4" Iron Bar
 - ⊙ = Found 1" Iron Pipe
 - ⊙ = Found 2" Iron Pipe
 - Δ = "PK" Nail set
 - = 3/4"x24" Iron Bar set
min.wt.=1.50#/in.ft
 - () = Recorded as data
 - ⊙ = Septic Tank
 - ⊙ = Septic Vent
 - ⊙ = Well
 - = Drainage Easement

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING-IN	TANGENT BEARING-OUT
G1	286.71'	2866.00'	5.46 18"	N 03°00'52" E (S 01°27' W)	288.58' (288.34')	S 09°54'01" W	S 00°07'43" W

South 1/4 Corner
Section 24-8-10
Found 1 1/4" Iron Bar
City of Madison WCCS
Dane Zone, 1997
Index No. 710024
Y = 505,286.90
X = 855,313.24
(Y = 505,286.79
X = 855,313.21)

25-YEAR, 24-HOUR
STORM EVENT (BACK-TO-BACK
STORM) LIMIT: ELEV = 854.70'
OVERFLOW ELEV. = 854.06'. STORAGE
CAPACITY 40,000 CUBIC FEET FROM
ELEVATIONS 833.15' TO 854.06'
REV. CIVIL ENGINEERING MAP NO.
PS-08-19, DATED SEPT. 11, 2018

Southeast 1/4 Corner
Section 24-8-10
Found Alum. Mon
City of Madison WCCS
Dane Zone, 1997
Index No. 710024
Y = 505,353.08
X = 857,956.12

EXHIBIT B
SPECIFIC MAINTENANCE TASKS

1. The Owner shall visually inspect the Drainage-Way annually and keep records of inspections.
2. No structures of any kind shall be permitted within the Drainage-Way.
3. A topographical survey of the Drainage-Way shall be performed when standing water is present for 3 continuous days within 10 feet of the southerly property line of Lot 2, CSM 9224.
4. Siltation in the Drainage-Way, as identified by the topographical survey, shall be dredged and disposed of in accordance with NR 34 7. Dredging shall be required when topographical survey indicates 25% of the capacity has been filled with sediment or 1.5 feet of sediment fill.