

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

RECITALS:

- A. Dane County, is the Owner of 8301 Luds Lane, Madison, more particularly described on Exhibit A attached hereto ("Property").
- B. Owner desires to construct buildings and/or parking facilities on the Property in accordance with certain plans and specifications approved by the City.
- C. The City 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 City 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 the approved plans on file with the City Engineer. 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, and pursuant to the Maintenance Provisions attached hereto as Exhibit B.
- 2. Easement to City. If Owner fails to maintain the stormwater management measures as required in Section 1, then City shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the City's maintenance request, to enter the Property 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 Owner's use of the Property. All costs and expenses incurred by the City 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 charge in accordance with Section 66.0627, Wis. Stats. and Section 4.09 of the Madison General Ordinances.
- 3. 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 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:

Dane County
Room 425, City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703

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.

This space is reserved for recording data

Return to:
Daniel Olivares
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

Tax Parcel No.: 251/0711-302-0201-4

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Scott McDonell, County Clerk

Personally came before me this _____ day of _____, 20_____, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires: _____

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

MAE:DAO

EXHIBIT A
Legal Description

That part of Lot One (1) of Certified Survey Map No. 16843, recorded on July 25, 2025 in Vol. 127 of Certified Survey Maps, pages 290-301, as Document No. 6041595 in the City of Madison, Dane County, Wisconsin.

EXHIBIT B

Maintenance Provisions

Stormwater Management Measures Included in this Agreement:

- Storm Sewer Pipes and Structures
- Storm Sewer Structure Sumps
- Bioretention Basin

Specific Maintenance Requirements:

Short Term Maintenance (during construction and/or restoration):

- The building construction contractor at the owner's expense or as agreed to by the owner and contractor shall perform inspection of all facilities during construction and until site stabilization.
- Inspections during construction shall be weekly and/or after a rainfall event of 0.5" or more.
- Repairs necessary to restore the facility to design performance will be made within 48 hours of the inspection.
- Deficiencies include, but are not limited to, rill erosion, sediment deposition behind perimeter control, and deposition of sediment on the tracking pad.
- Tracking on the public right-of-way shall be inspected regularly during days that construction traffic is leaving the construction site. Any excessive sediment tracked onto the public right-of-way shall be scraped immediately. Thorough sweeping, with appropriate equipment that physically picks up and removes the sediment (vs. pushing it to other locations within the public right-of-way) shall be conducted at the end of each working day during construction activities.
- An initial installation certification (as-built) stamped by a P.E. registered in the state of Wisconsin shall be submitted to the City Engineer upon completion of construction. The as-built shall be of sufficient detail to show the system is functioning as designed. A statement by the certifying P.E. along with a drawing and digital photographs will suffice.

Long Term Maintenance:

- Inspector qualifications for Long Term Maintenance: Inspectors under this item shall maintain a current Registered Professional Engineer License in the State of Wisconsin or possess an alternate certification approved by the **City of Madison's** Engineering Department.
- All stormwater provisions constructed as part of this project are permanent in location and function over time. The constructed stormwater provisions shall not be removed or significantly altered without written permission from the **City of Madison's** Engineering Department. Owner shall maintain records of inspections and maintenance as described below in accordance with Chapter 37 – Article II of the **City of Madison's** Municipal Code of Ordinances. Inspections and maintenance reports shall be submitted to the **City of Madison's** Engineering Department on an annual basis.
- An operation and maintenance plan shall be developed that is consistent with the purposes of the devices, their intended life, safety requirements and the criteria for its design. The plan shall be developed for inspection, operation and maintenance of the device. The plan shall assign responsibility for activities and the qualifications of the personnel performing the work.

Storm Sewer Pipes and Structures

- 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.
- All material removed from the system shall be properly disposed of in a landfill in accordance with appropriate local municipality, state, and federal regulations.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Repairs must restore the component to the specifications of the original plan.
- 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.

Storm Sewer Structure Sumps

- Inspection of components shall be performed at a minimum annually
- Any debris/sediment shall be removed anytime sediment in the structure reaches 24-inches in depth (12-inches from the lowest invert) to maintain design capacity/sediment storage.
- All material removed from the system is considered hazardous waste and should be disposed of properly.

- Repair inlet/outlet areas that are damaged or show signs or erosion.
- Repairs must restore the component to the specifications of the original plan.
- Owner shall maintain records of inspections, cleaning and replacement of the device or components of the device.

Bio-Retention Basin

- An initial installation certification (as-built) stamped by a P.E. registered in the state of Wisconsin shall be submitted to the City Engineer upon completion of construction. The as-built shall be of sufficient detail to show the system was constructed and is functioning as designed. A statement by the certifying P.E. along with a drawing and digital photographs will suffice.
- Owner shall install a Rain Garden/Bioretenction System in accordance with plans approved by City Engineer. Bioretention for infiltration shall also be installed in accordance with WDNR Conservation Practice Standard #1004.
- Any alterations to approved Rain Garden/ Bioretention System shall be approved by the City Engineer.
- Owner shall maintain records of installation, inspections, cleaning, replacement, and any other maintenance all in accordance with Chapter 37 of the Madison General Ordinances. Visual Inspection of the Rain Garden/ Bioretention System shall be performed, at a minimum, annually.
- Maintenance shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 30% compost and 70% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone.
- Owner shall install and maintain Bio-Retention Basin in accordance with plans approved by the City. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with the applicable Ordinances.
- Visual Inspection of the Bio-Retention Basin shall be performed monthly to identify and repair eroded areas and remove liter and debris, if applicable.
- The Owner shall maintain plants by watering, weeding, hand pulling and/or herbicide applications, restoring plant saucers around planting holes, tightening and repairing any guy supports, replacing flagging of guy wires, pruning and resetting plants to proper grades or vertical positions, as required to establish healthy, viable plantings. Herbicide treatments shall be performed by licensed applicators who are experienced with native and non-native plant identification. Herbicides will be used in full conformance with label requirements and application techniques will limit overspray and damage to off-target species.
- The Owner is responsible for a spot selective invasive weed control treatment on the entire basin area once in the initial growing season, two times in the first full growing season after seeding, two times in the second full growing season after seeding, and three times in the third full growing season after seeding. This can include combinations of hand weed control and selective herbicide treatment. Herbicide treatment can be conducted with tools such as hand held or backpack sprayers. Examples of common invasive species to be controlled from spread are Narrow-leaved cattail and reed canary grass in wetland areas; Canada thistle, Flowering spurge, Common teasel, Sweet clover, Red clover, Wild parsnip are examples of more upland type species to be controlled. Applications to perennial weeds need to occur prior to seed formation of such species. If such species do go to seed, contractor is responsible for cutting the seed heads, bagging them, and removing them from the project site. Herbicide applications that are necessary must be performed by qualified personnel trained in the identification of native species and also licensed appropriately for herbicide applications in the state or region in which they are applying.
- Watering shall be provided every day for the first 10 days after installation, if rainfall is not sufficient. If plantings are planted in spring, water for 3 to 6 weeks after seed placement. If plantings are planted in the fall, water for 3 to 6 weeks in the spring if dry conditions exist until established. Apply water in a manner to preclude puddling, washing and erosion. The equivalent of one-half inch of rainfall per week shall be considered the minimum until germination.
- All areas of the bioretention basin where the mulch has been displaced shall be re-mulched as needed. Additional mulch shall be applied annually.
- Snow shall not be dumped directly onto the bioretention basin.
- It is strongly recommended to avoid spreading salt on pavement that drains to the bioretention basin as salt can reduce the infiltration capacities of the soils and lead to a short basin life span. If it is known that the bioretention basin will be receiving chloride laden runoff, salt-tolerant plants shall be planted and the draw down device shall be opened for the snowy months and closed again in the spring.
- Maintenance of the Bio-Retention Basin will conform to Wisconsin Department of Natural Resources Technical Standard 1004.

Erosion Control

If any of these storm water management facilities are being used during construction for temporary erosion control all sediment shall be removed and disposed of, with design grades re-established.

CONSTRUCTION

**Dane County Department of
Administration
Public Works Engineering
Division
1919 Alliant Energy Center V
Madison, Wisconsin 53713**



**WOLD ARCHITECTS
AND ENGINEERS**
332 Minnesota Street, Suite W-200
Saint Paul, MN 55101
woldinc.com | 651.227.7773



CREATE THE VISION  TELL THE STORY

MADISON REGIONAL OFFICE
1007 WEST VERONA AVENUE, SUITE 200
VERONA, WISCONSIN 53593
P. 608.848.5060



SCALE IN FEET

DRAWING IS FOR REFERENCE ONLY AND IS NOT TO SCALE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed
CIVIL ENGINEER
under the laws of the State of **Wisconsin**

UNDER THE LAWS OF THE STATE OF **Wisconsin**

[illegible]

Comm: 221601
 Date: December 3, 2024
 Drawn: MSS
 Check: BRB



GRADING AND EROSION CONTROL PLAN

C400

LUDS LANE
(SEE CITY ISSUED PLANS)

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MADISON'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL CONSTRUCTION DETAILS. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION.

GEOTHERMAL
FIELD

LUDS COURT

FUTURE RADIO
TOWER

GEOTHERMAL
FIELD

FUTURE EXPANSION
(AHEAD OF THE FUTURE THROUGH THIS AREA)

PROPOSED
BUILDING
FFE:887.00

FFE:884.50

BIORETENTION BASIN

**PUBLIC SAFETY
COMMUNICATIONS
NEW FACILITY
CONSTRUCTION**
8301 Luds Lane
Madison, WI 53558
Dane County Department of
Administration
Public Works Engineering
1819 Alliant Energy Center Way
Madison, Wisconsin 53713



**WOLD ARCHITECTS
AND ENGINEERS**
352 WEST VANDERBILT AVENUE
MADISON, WISCONSIN 53710
wold.com | 608.227.7773



CREATE THE BOLD. TELL THE STORY.

JSD INC.
MADISON REGIONAL OFFICE
60 WEST VANDERBILT AVENUE
MADISON, WISCONSIN 53710
P. 608.848.5900



**DRAWING IS FOR REFERENCE
ONLY AND IS NOT TO SCALE**

SCALE IN FEET
20' 0 20'

Having duly read the plans and specifications and the conditions of contract and the contract documents, I hereby certify that I am a duly Licensed Professional Engineer in the State of Wisconsin.

DATE: 10/15/2024

NAME: J. S. D. Inc.

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**DETAILED
GRADING PLAN**

C401

