

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

RECITALS:

- A. Dane County is the owner of 8503 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.: 251/0711-301-0201-6

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 Outlot 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
- Grass Swales
- Wet 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 photograph 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.

Grass Swales

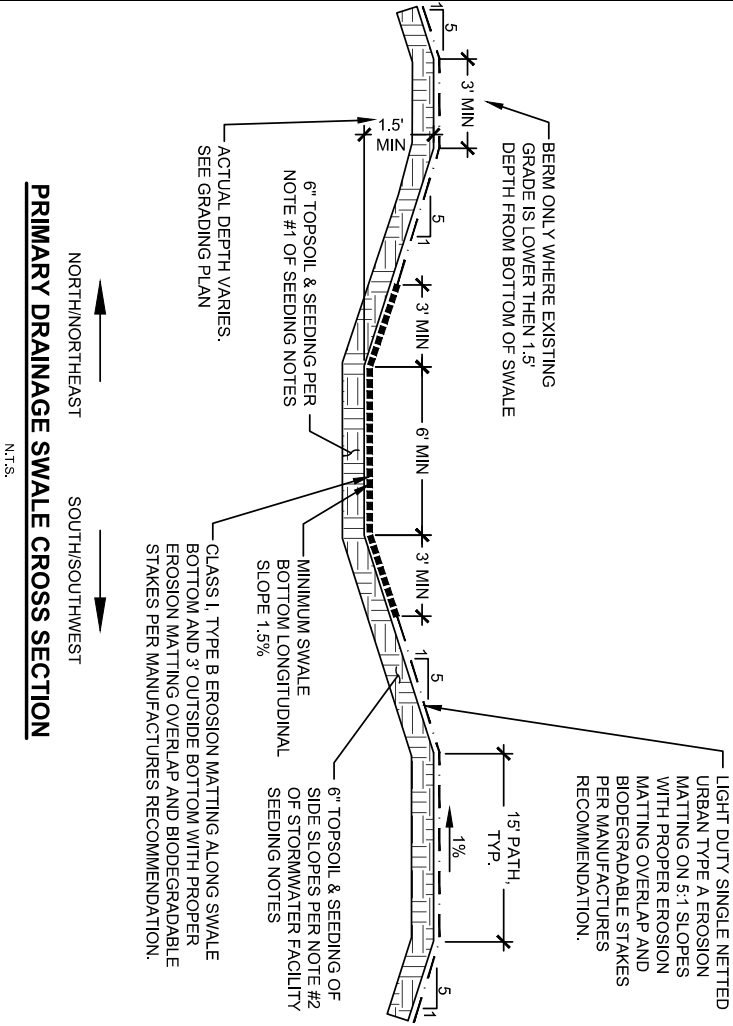
- Owners shall visually inspect the grass swales annually. Owners shall maintain records of inspections and mowing's in accordance with Chapter 37 of the Madison General Ordinances.
- In addition to semi-annual inspection, also inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- Swales shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed. Bare or eroded patches shall be reseeded. Swales shall be regraded if siltation or erosion is noted during the annual inspection.
- Discarded yard waste and brush is prohibited within the device. No plantings or structures of any kind are permitted within the grass swales, without prior written approval of the City Engineer.

Wet Basin

- Wet basin shall be designed, installed and maintained in accordance with WDNR Conservation Practice Standard #1001 Wet Detention Pond.
- The Owner shall visually inspect the pond outlet structure and pond perimeter annually. The Owner shall maintain records of inspections, mowing's, and survey data, all in accordance with Chapter 37 of the Madison General Ordinances.
- The pond perimeter area shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure. A buffer area shall be maintained at the water's edge to discourage pond usage by migratory fowl. This buffer (15 to 20 feet wide) shall be mowed once per year after December 1st or prior to April 15th of each year.
- No plantings or structures of any kind are permitted within the wet basin area, without prior written approval of the City Engineer.
- A topographic survey of the pond bottom shall be taken once every three (3) years. The survey shall be of sufficient detail so as to insure maintenance of pond design depth and integrity of the 10 to 1 sloped safety bench along the water's edge. Survey data shall be sealed by a registered land surveyor and submitted to City Engineer for review.
- Siltation in the pond, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be required when pond depth is decreased by two (2) feet or more or as required by the City Engineer.

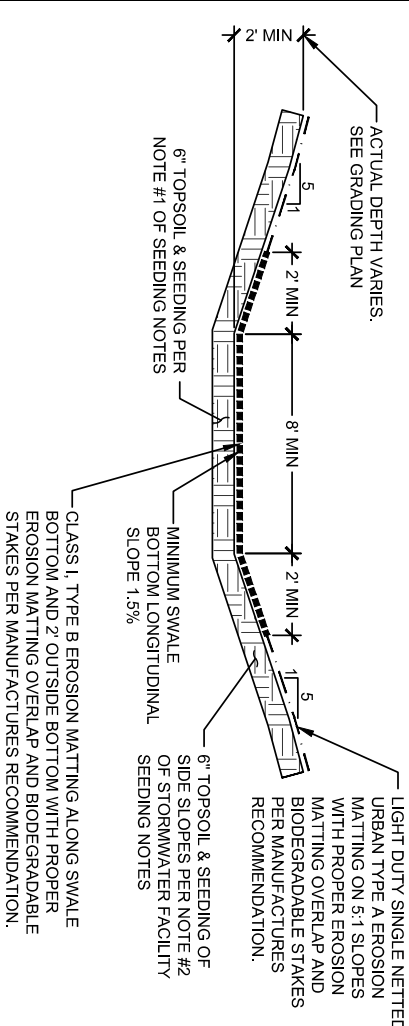
Erosion Control

- 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.



PRIMARY DRAINAGE SWALE CROSS SECTION

N.T.S.



BYPASS DRAINAGE SWALE CROSS SECTION

N.T.S.

SEEDING NOTES

- SWALE BOTTOM SEED MIX: THE SEED MIX SHALL CONSIST OF ANY OF THE FOLLOWING OR APPROVED EQUAL:
 - "DETENTION BASIN SEED MIX" AS MANUFACTURED BY PRAIRIE NURSERY, WESTFIELD, WI. SEED SHALL BE PLACED AT A RATE OF 10 LBS PER ACRE.
 - "DETENTION BASIN SEED MIX" AS MANUFACTURED BY PRAIRIE MOON NURSERY, WINONA, MN. SEED SHALL BE PLACED AT A RATE OF 9.44 LBS PER ACRE.
 - "RAINWATER RENEWAL MIX" AS MANUFACTURED BY AGRECOL LLC, EVANSVILLE, WI. SEED SHALL BE PLACED AT A RATE OF 8 LBS PER ACRE.
 - "DETENTION BASIN & RAINGARDEN MIX" AS MANUFACTURED BY SHOOTING STAR NATIVE SEED, SPRING GROVE, MN. SEED SHALL BE PLACED AT A RATE OF 8 LBS PER ACRE.
- WET BASIN SEED MIX: INTERIOR BASIN SLOPES FROM ELEVATION 866.5 TO 863.0 TO BE BROADCAST SEEDED WITH "WET PRAIRIE MIX" AS PROVIDED BY AGRECOL.
 - AGRECOL - NATIVE SEED & PLANT NURSERY, P.O. BOX 306, WESTFIELD, WISCONSIN, 53964, TEL. 608-296-3679 (OR APPROVED EQUIVALENT).
 - INSTALL SEED WITH SUPPLEMENTAL MATERIALS AND AMENDMENTS AS RECOMMENDED BY SEED SUPPLIER AND AT RATES AND OPTIMUM TIMES OF THE YEAR AS RECOMMENDED BY THE SEED SUPPLIER TO ENSURE SUCCESSFUL GERMINATION AND SEED/ROOT ZONE GROWTH DEVELOPMENT. REFER TO PRODUCT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION.
- ALL OTHER DISTURBED AREAS SEED MIX:
 - 85% OF THE SEED MIX SHALL CONSIST OF ANY OF THE FOLLOWING OR APPROVED EQUAL:
 - "TALL PRAIRIE FOR MEDIUM TO CLAY SOILS" AS MANUFACTURED BY PRAIRIE NURSERY, WESTFIELD, WI. SEED SHALL BE PLACED AT A RATE OF 10 LBS PER ACRE.
 - "POLINATOR-PALOZA SEED MIX" AS MANUFACTURED BY PRAIRIE MOON NURSERY, WINONA, MN. SEED SHALL BE PLACED AT A RATE OF 6.59 LBS PER ACRE.
 - "TALLGRASS PRAIRIE FOR MEDIUM SOILS" AS MANUFACTURED BY AGRECOL LLC, EVANSVILLE, WI. SEED SHALL BE PLACED AT A RATE OF 13.25 LBS PER ACRE.
 - "BASIC PRAIRIE MIX" AS MANUFACTURED BY SHOOTING STAR NATIVE SEED, SPRING GROVE, MN. SEED SHALL BE PLACED AT A RATE OF 10 LBS PER ACRE.
 - 15% OF THE SEED MIX SHALL CONSIST OF ANY OF THE FOLLOWING OR APPROVED EQUAL:
 - "GRAND DIVERSITY PRAIRIE SEED MIX" AS MANUFACTURED BY PRAIRIE MOON NURSERY, WINONA, MN. SEED SHALL BE PLACED AT A RATE OF 13.86 LBS PER ACRE.
 - "DIVERSE PRAIRIE FOR MEDIUM SOILS" AS MANUFACTURED BY PRAIRIE NURSERY, WESTFIELD, WI. SEED SHALL BE PLACED AT A RATE OF 10 LBS PER ACRE.
 - "BIRD & BUTTERFLY MIX" AS MANUFACTURED BY AGRECOL LLC, EVANSVILLE, WI. SEED SHALL BE PLACED AT A RATE OF 13 LBS PER ACRE.
- SUBSTITUTION REQUESTS SHALL BE SUBMITTED TO CITY ENGINEERING FOR REVIEW AND APPROVAL. CONTRACTOR IS NOTIFIED THAT IF AN ALTERNATIVE IS ALLOWED, THE RATE OF SEED MAY BE ALTERED AS A CONDITION OF APPROVAL, AND SEED SHALL BE NATIVE ECOTYPES. NO IMPROVED VARIETIES ARE ALLOWED. SEED SOURCE SHALL BE NATIVE ECOTYPES FROM SOUTHEASTERN MINNESOTA, EASTERN IOWA, SOUTHERN WISCONSIN OR NORTHERN ILLINOIS.
- VEGETATION ESTABLISHMENT IN WET BASIN AND ALL OTHER DISTURBED AREAS TO BE COMPLETED BY A CONTRACTOR WITH EXPERTISE IN NATIVE VEGETATION ESTABLISHMENT.



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jsdinc.com

MADISON REGIONAL OFFICE
607 WEST VERNON AVENUE, SUITE 600
VICTOR, NEBRASKA 68590
P. 608.348.5980

CLIENT:



WOLD ARCHITECTS
AND ENGINEERS
3133 Monmouth Street, Suite 7000
Spring Hill, TN 37174
woldarchitects.com | 615.427.7734

PROJECT:
PUBLIC SAFETY
COMMUNICATIONS
PUBLIC IMPROVEMENTS

PROJECT LOCATION:
8301 LUDS LANE
MADISON, DANE COUNTY
WI, 53586

MAIN MODIFICATIONS		
#	Description	
1	06.08.2024 CITY SUBMITTAL	
2	05.21.2024 CITY REQUIREMENTAL	
3	06.05.2024 CITY REQUIREMENTAL	
4	05.13.2024 ISSUED FOR CONSTRUCTION	
5		
6		
7		
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11		
12		

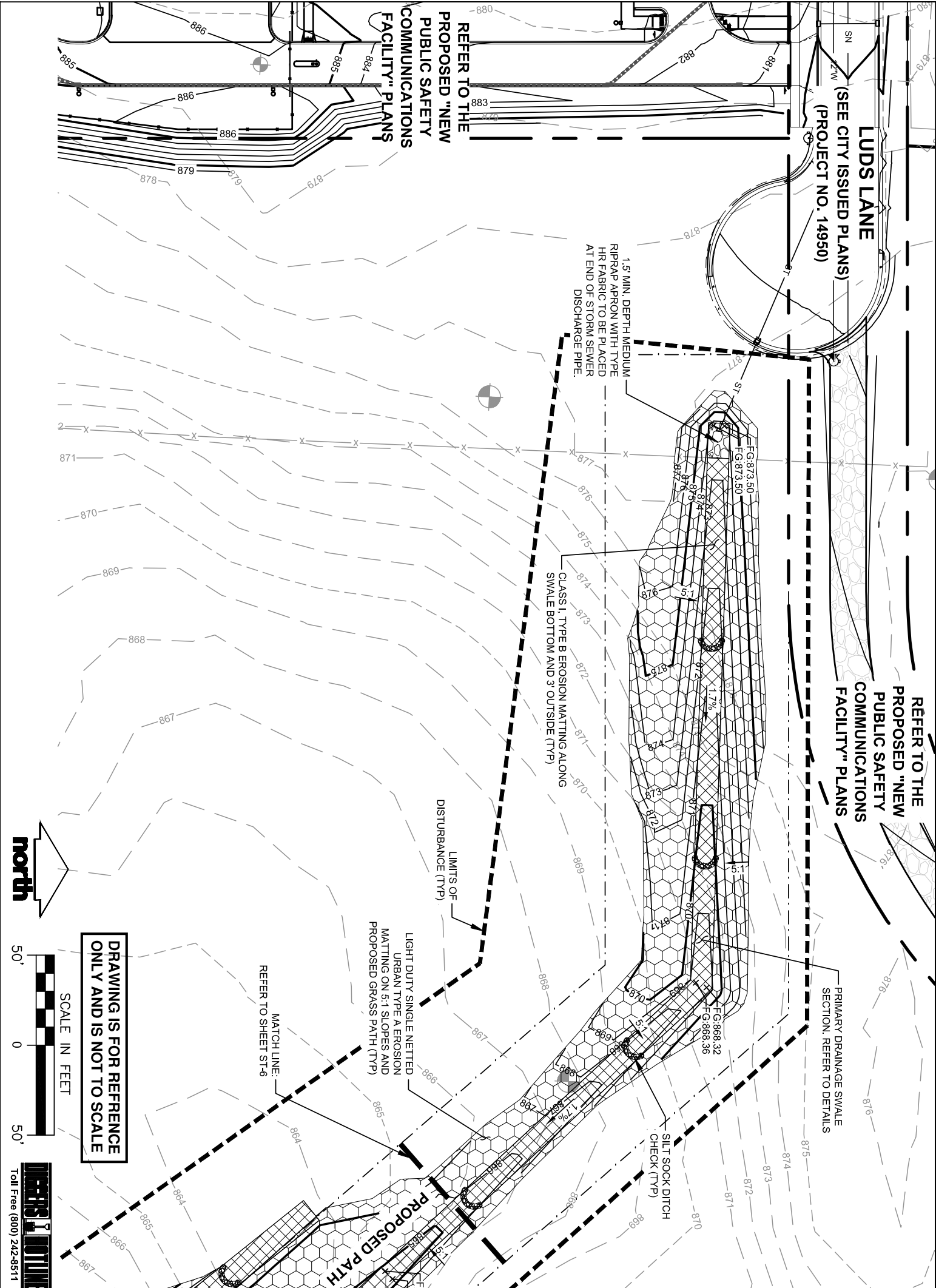
Designed By:	MSB
Reviewed By:	ACG
Approved By:	MSB
SHEET TITLE:	
GRASSSED SWALE DETAILS & SPECIFICATIONS	

SHEET NUMBER:

ST-4

JSD PROJECT NO:

2211600



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MADISON REGIONAL OFFICE
607 WEST VERNON AVENUE, SUITE 500
VERNON, WI 53593
P. 608.348.5800

CLIENT:



WOLD ARCHITECTS
AND ENGINEERS

5533 Monmouth Street, Suite 200
Beverly Hills, CA 90210

www.woldinc.com | 651.227.7734

PROJECT:
PUBLIC SAFETY
COMMUNICATIONS
PUBLIC IMPROVEMENTS

PROJECT LOCATION:
8301 LUDS LANE
MADISON, DANE COUNTY
WI, 53558

MAIN WORK STATIONS:

#	Date	Description
1	02.08.2024	CITY SUBMITTAL
2	03.21.2024	CITY REQUIREMENTAL
3	06.03.2024	CITY REQUIREMENTAL
4	06.13.2024	ISSUED FOR CONSTRUCTION

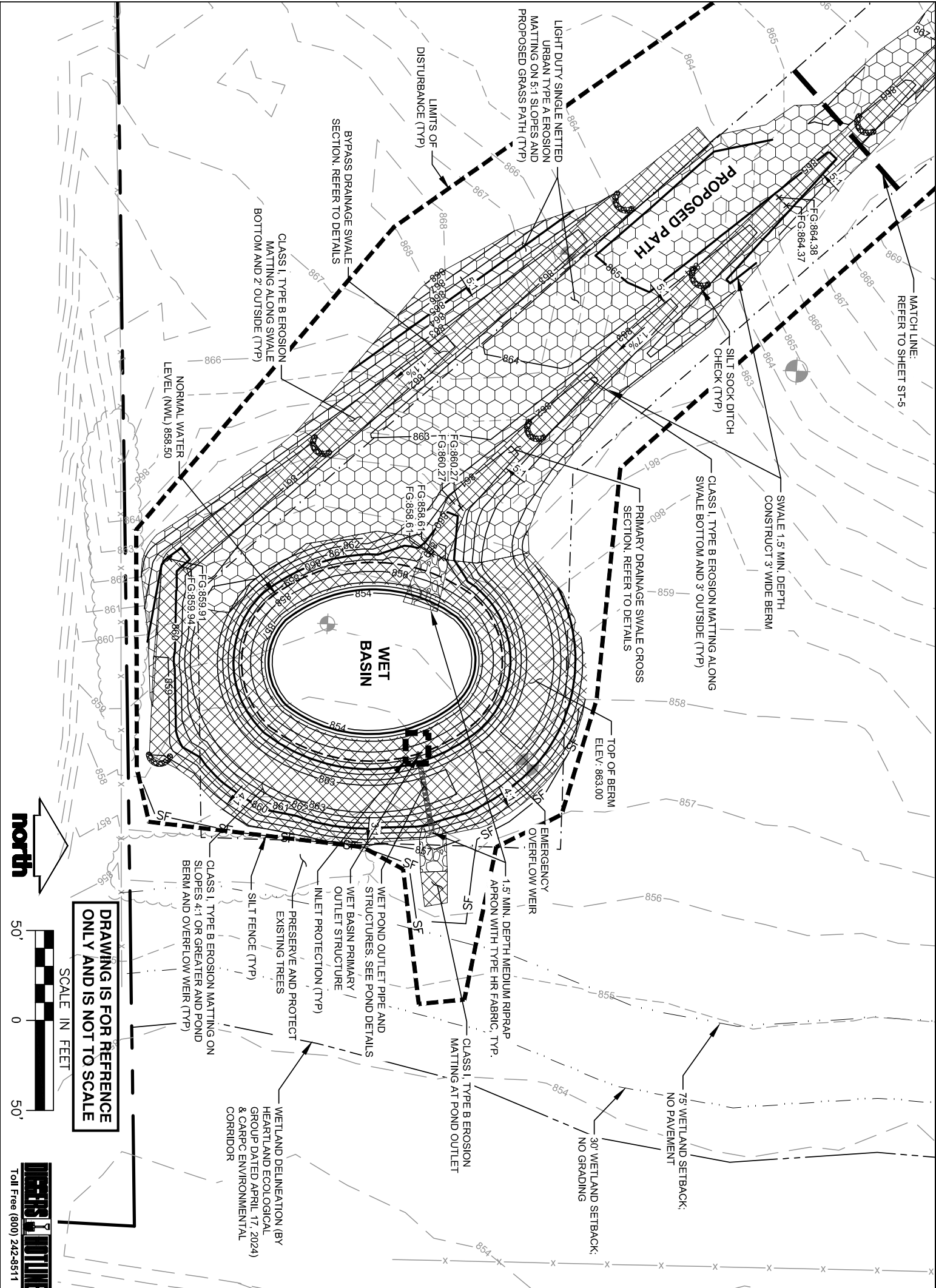
Designed By:	MSB
Reviewed By:	ACG
Approved By:	MSB

SHEET TITLE:
GRADING & EROSION
CONTROL PLAN - NORTH

SHEET NUMBER:

ST-5

JSD PROJECT NO. 2211600



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MADISON REGIONAL OFFICE
607 WEST VIRGINIA AVENUE, SUITE 500
VIRGINIA BEACH, VA 23060
P. 800.348.5080

CUSTOMER:



WOLD ARCHITECTS
AND ENGINEERS
5533 Midway Lane, Suite 200
Naperville, IL 60563
www.wold.com | 630.227.7734

PROJECT:
PUBLIC SAFETY
COMMUNICATIONS
PUBLIC IMPROVEMENTS

PROJECT LOCATION:
8301 LUDS LANE
MADISON, DANE COUNTY
WI, 53558

PLAN REQUIREMENTS:

#	Date	Description
1	02.08.2024	QTY REQUIREMENTAL
2	03.21.2024	QTY REQUIREMENTAL
3	06.03.2024	QTY REQUIREMENTAL
4	06.13.2024	RESUB FOR CONSTRUCTION
5		& CARPC ENVIRONMENTAL
6		
7		
8		
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11		
12		

Designed By: MBS
Reviewed By: AGC
Approved By: MBS

SHEET TITLE:
GRADING & EROSION
CONTROL PLAN - SOUTH

SHEET NUMBER:

ST-6

JSD PROJECT NO: