

# AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

## RECITALS:

- A. \_\_\_\_\_  
is (are) the owner(s) of property in the  
Town of \_\_\_\_\_,  
County of Dane, State of Wisconsin, more particularly described on Exhibit A  
attached hereto ("Property").
- B. The County requires Owner to record this Agreement 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 County the rights set forth below.

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 agrees as follows:

- 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 approved plans on file with Dane County. 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 A. The location of each stormwater management practice is shown on Exhibit B.
- Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County 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 County 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 portions of the Dane County Ordinances.
- 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 County and all of the then-owners of the Property.
- Miscellaneous.

  - 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This space is reserved for recording data

Return to:

Dane County Land & Water Resources  
5201 Fen Oak Dr., Rm. 208  
Madison, Wisconsin 53718

Parcel Number(s): \_\_\_\_\_  
\_\_\_\_\_

If to County: Dane County Land & Water Resources Department  
Water Resource Engineering Division  
5201 Fen Oak Drive, Room 208  
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.

X \_\_\_\_\_  
Water Resource Engineering Division Staff Signature

\_\_\_\_\_  
Print or type name

**State of WI**, County of \_\_\_\_\_; Subscribed and sworn  
before me on \_\_\_\_\_ by the  
above named person(s).

\_\_\_\_\_  
Notary Public

Print or type name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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X \_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print or type name

**State of WI**, County of \_\_\_\_\_; Subscribed and sworn  
before me on \_\_\_\_\_ by the  
above named person(s).

\_\_\_\_\_  
Notary Public

Print or type name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DRAFTED BY:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_