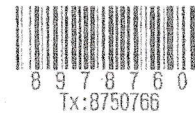


**DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS
FOR MAINTENANCE OF STORMWATER
MANAGEMENT MEASURES**



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5224239

04/01/2016 3:24 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

RECITALS:

- A. Ironwood Estates Homeowners Association, Inc. ("Owner") is the owner of a private storm water infiltration easement over certain lots in Ironwood Estates, City of Sun Prairie, County of Dane, State of Wisconsin, more particularly described on Exhibit A ("Property") attached hereto.
- B. The easement was recorded with the Dane County Register of Deeds as document #5107441 on October 29th, 2014.
- C. Owner desires to maintain the stormwater management facilities within the easement on the Property in accordance with certain plans and specifications approved by the City of Sun Prairie (the "City") and attached as Exhibit B.
- D. 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.

Return to:

City of Sun Prairie
300 E. Main Street
Sun Prairie, Wisconsin 53590

PIN # See Exhibit A

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 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.
- 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. If such lack of maintenance causes an imminent threat to the health and safety of the residents or damage to the surrounding property, the City may immediately fix any problem caused by lack of maintenance without the 30-day notice. The 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 assessment in accordance with Section 66.0703, Wis. Stats.
- 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: Ironwood Estates Homeowners Association, Inc.
N27 W24075 Paul Ct., Suite 200
Pewaukee, WI 53072

If to City: City of Sun Prairie
300 E. Main Street
Sun Prairie, WI 53590
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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29TH day of MARCH, 2016.

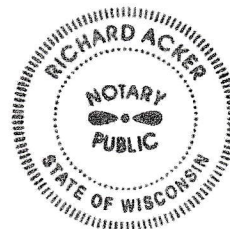
Ironwood Estates Homeowners Association, Inc.

By: [Signature]
Donald A. Esposito, Jr.
Director - Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 29th day of March, 2016, the above named Donald A Esposito Jr., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/2/2018



Drafted by: Don Esposito
Neumann Companies, Inc.
2601 Crossroads Drive, Suite 140
Madison, WI 53718

EXHIBIT A

LEGAL DESCRIPTION

Lots 1-82 (inclusive) and Outlots 1-4 (inclusive), Ironwood Estates Plat, as recorded in Volume 60-0298 of Plats, on Pages 150-153, as Document Number 5085640, Dane County Registry, located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 02, Township 08 North, Range 10 East, City of Sun Prairie, Dane County, Wisconsin.

PIN NUMBERS

LOT # PARCEL NUMBER

17	0810-024-6297-2
18	0810-024-6308-2
19	0810-024-6319-2
20	0810-024-6330-2
21	0810-024-6341-2
22	0810-024-6352-2
23	0810-024-6363-2
24	0810-024-6374-2
25	0810-024-0195-2
26	0810-024-0206-2
27	0810-024-0217-2
28	0810-024-0228-2
29	0810-024-0239-2
30	0810-024-0250-2
31	0810-024-0261-2
32	0810-024-0272-2

EXHIBIT B

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Infiltration Swale

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised. Owner shall maintain records of all inspection and maintenance activities.

PROHIBITIONS

- All vehicular or equipment is prohibited from driving onto or across swale.
- Pedestrian traffic is prohibited from crossing swale.
- Snow shall not be dumped directly onto the infiltration surface.

INFILTRATION SWALE / BASIN

First Year

- In addition to semi-annual inspection, also inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- In the year after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is recommended per week.
- The first mowing of new planted seed shall occur once it reaches a height of 10 to 12 inches. Mowing shall reduce the height of plants to 5 to 6 inches to promote filtration.

Second Year

- In addition to semi-annual inspection, also inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- In the year second year, burning shall occur in the early Spring (prior to May 1st) or in the late fall (after November 1st). Burning shall be done two consecutive years and then every three years thereafter.

As Needed

- Mowing shall occur in-frequently (twice annually) in order to retain taller vegetation.
- Mowing height shall be 5 to 6 inches in height or higher to promote filtration.
- Remove all undesirable or invasive vegetation and volunteer tree growth.
- Remove litter or plant debris.
- Repair any areas that do not have good vegetative cover or show signs of erosion.
- Water plants throughout periods of persistent drought.
- Infiltration surface shall be protected from construction sediment with staging or through the use of erosion control measures. Swale shall be inspected upon completion to confirm that clogging due to construction sediment has *not* occurred.
- Inspect the area at the beginning and end of each growing season or after every rainstorm greater than 2.5 inches. If the system fails visibly due to sustained sediment loading, the upper soil layer should be replaced and re-vegetated. Growing, native vegetation may be salvaged prior to replacing the upper soil layer. Visible failure is when standing water remains in the infiltration area longer than 24 hours after the termination of previous rainfall event.
- Repairs must restore the swale(s) to the specifications of the original plan or modified as approved by City Engineer.

**STORMWATER MAINTENANCE CHECKLIST
CITY OF SUN PRAIRIE**

MONTH	REMOVED LITTER/DEBRIS FROM INLETS	REMOVED SEDIMENT FROM INLETS	REPLACED INLET PROTECTION	REPLACED OIL/GREASE MEDIA IN INLETS	REPLACED LIMESTONE USED FOR OIL/GREASE TREATMENT	REMOVED LITTER/DEBRIS FROM STORMWATER FACILITIES	REMOVED SEDIMENT FROM STORMWATER FACILITIES	REMOVED WEEDS FROM STORMWATER FACILITIES	STABILIZED SLOPES & OUTLETS IN STORMWATER FACILITIES	REPLACED ENGINEERED SOIL IN BIORETENTION DEVICES	REMOVED LITTER/DEBRIS THROUGHOUT PROPERTY	MISCELLANEOUS MAINTENANCE
JANUARY												
FEBRUARY												
MARCH												
APRIL												
MAY												
JUNE												
JULY												
AUGUST												
SEPTEMBER												
OCTOBER												
NOVEMBER												
DECEMBER												

Indicate "I" for inspected; indicate "M" for maintenance performed.

PROPERTY NAME: _____
 PROPERTY ADDRESS: _____
 REPRESENTATIVE SIGNATURE: _____
 DATE: _____
 REPRESENTATIVE EMAIL: _____
 REPRESENTATIVE PHONE: _____



8 7 7 8 4 2 7
Tx: 8609984

**PRIVATE STORM WATER
INFILTRATION EASEMENT**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5107441**

10/29/2014 1:12 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 6

Return To:

Don Esposito

Neumann Companies, Inc.

4868 High Crossing Boulevard

Madison, Wisconsin 53704

See attached Exhibit A

Tax Parcel Numbers (PIN)

This is NOT Homestead Property

EASEMENT

FOR AND IN CONSIDERATION OF the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Neumann Companies, Inc. ("Grantor") does hereby grant to the Ironwood Estates Homeowners Association, Inc. or its successors (the "Grantee") this Easement subject to following the terms and conditions.

1. **Easement.** Grantor does hereby grant to the Grantee a nonexclusive use of a portion of Lots 17 through 32 depicted on Exhibit B attached hereto and incorporated herein for and described on Exhibit C attached hereto and incorporated herein (the "Easement Area") and the following purposes: (i) to assure proper stormwater infiltration for the plat; and (ii) for ingress and egress purposes in order to exercise the rights and privileges granted herein.

2. **Anticipated Maintenance.** Anticipated maintenance shall be performed by the Grantee as follows:

1

First Year

- In the year after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is recommended per week.
- The first mowing of newly planted seed shall occur once it reaches a height of 10 to 12 inches. Mowing shall reduce the height of plants to 5 to 6 inches to promote filtration.

Second Year

- In the second year, burning shall occur in the early Spring (prior to May 1st) or in the late fall (after November 1st). Burning shall be done two consecutive years and then every three years thereafter.

As Needed

- Mowing shall occur in-frequently (twice annually) in order to retain taller vegetation.
- Remove all undesirable or invasive vegetation and volunteer tree growth.
- Remove litter or plant debris.
- Repair any areas that do not have good vegetative cover or show signs of erosion.
- Water plants throughout periods of persistent drought.

3. Restoration and Clean Up. Except as hereinafter provided, at any time that the Grantee is required to disturb the surface of the Easement Area to assure proper stormwater infiltration, the Grantee shall restore the Easement Area promptly to a condition at least equal to that immediately prior to the commencement of such activities.

4. Restrictions on Grantee. The Easement Area will be used by Grantor and its assigns as a private rear yard of lots 17 through 32 in the platted subdivision Ironwood Estates. The Grantee agrees that it will not interfere with said use of the Easement Area as a private rear yard except in such cases wherein the Grantee is exercising its rights to maintain proper stormwater infiltration. While exercising its rights hereunder, the Grantee agrees to take reasonable actions to limit the period of time that there is any obstruction of the Easement Area for its use as a private rear yard, and to avoid damaging the Easement Area or abutting homes.

5. Restrictions on Grantor. Grantee agrees that Grantor shall not construct or install any building, structure, retaining walls, landscape beds, plants and trees upon or within the Easement Area. Additionally, Grantor shall not enclose the easement area with a fence of any kind. Grantor shall retain the right to use the Easement Area for private rear yard, and in any other manner that is consistent with the rights conveyed to the Grantee under this Easement.

6. Binding Effect and Assignability. The Easement granted by this instrument is binding upon the successors and assigns of the parties hereto. The agreements set forth in this Instrument shall constitute covenants running with the premises depicted in Exhibit B and described in Exhibit C.

EXHIBIT A

IRONWOOD ESTATES

<u>LOT #</u>	<u>PARCEL NUMBER</u>
17	0810-024-6297-2
18	0810-024-6308-2
19	0810-024-6319-2
20	0810-024-6330-2
21	0810-024-6341-2
22	0810-024-6352-2
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27	0810-024-0217-2
28	0810-024-0228-2
29	0810-024-0239-2
30	0810-024-0250-2
31	0810-024-0261-2
32	0810-024-0272-2

Dated this 21 day of October, 2014.

NEUMANN COMPANIES INC.

By: [Signature]

Name: DONALD A. ESPOSITO, JR.

Title: AGENT

IRONWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

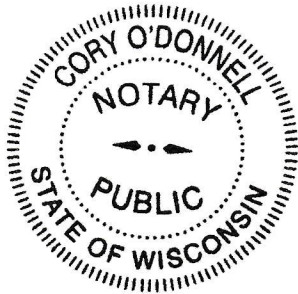
By: [Signature]

Name: Wendy Griffin

Title: Secretary

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me on October 21st, 2014 the above named Donald A. Esposito, Jr., AGENT of the Neumann Companies Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]

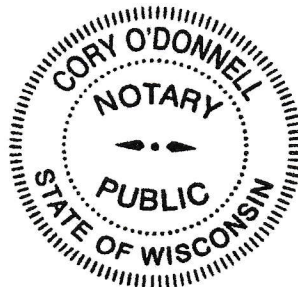
Cory O'Donnell

Notary Public, State of Wisconsin

My Commission expires: 3-27-2016

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me on October 21st, 2014 the above named Wendy Griffin, SECRETARY of the Ironwood Estates Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]

Cory O'Donnell

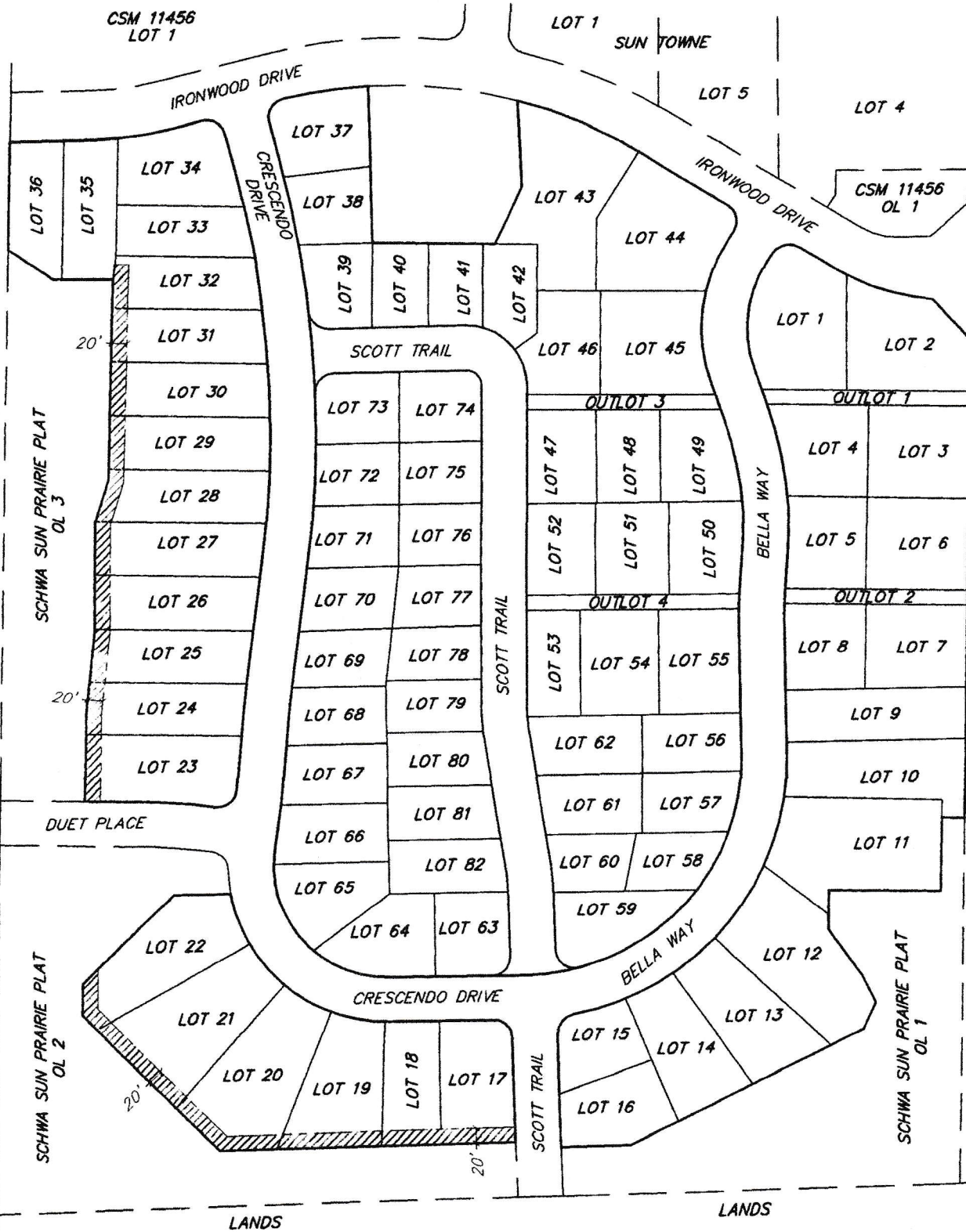
Notary Public, State of Wisconsin

My Commission expires: 3-27-2016

This instrument was drafted by:
Don Esposito
Neumann Companies Inc.
4868 High Crossing Boulevard
Madison, WI 53704

EXISTING 20' WIDE PRIVATE
STORMWATER MANAGEMENT
EASEMENT PER IRONWOOD
ESTATES

EXHIBIT B



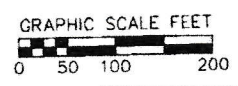
24 Jul 2014 - 1:35p M:\Neumann Companies, Inc\130247_ARIA Property\AutoCAD\130247-Easement Exhibits.dwg by: mmar

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Faurer Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

SCALE	1"=200'
CHECKED	MZIE
DRAFTER	MMAR
DATE	July 24, 2014
FILE	130247-Easement Exhibits.dwg



SHEET

1 OF 1

Exhibit C

20 Foot Wide Private Stormwater Infiltration Easement

An existing 20 foot private storm water management easement, over, under, and across part of Lots 17 through 32 of Ironwood Estates, as recorded in Volume V60-029B of Plats, on Pages 150-153, as Document Number 5085640, Dane County Registry, located in the NE ¼ - SE ¼ and the SE ¼ - SE ¼ of Section 02, Township 08 North, Range 10 East, City of Sun Prairie, Dane County, Wisconsin.

