

**RESTRICTIONS FOR MAINTENANCE  
OF STORMWATER MANAGEMENT MEASURES**

**THIS FORM MUST BE FILLED OUT USING BLACK INK, AND MUST BE  
LEGIBLE – NO FAXED COPIES SHOULD BE USED**

**RECITALS:**

- A. [REDACTED] ("Owner") is the owner of property in the Village of DeForest, County of Dane, State of Wisconsin (the "Village"), more particularly described as Lot [REDACTED] on Exhibit A attached hereto ("Property").
- B. The Village requires Owner to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the storm water management measures and to grant to the Village 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 approved plans on file with the Village. 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 Village. If Owner fails to maintain the stormwater management measures as required in Section 1, then Village shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the Village's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. Village may conduct such maintenance work only in accordance with all applicable laws, codes, regulations, and similar requirements and in a manner which will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the Village 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 applicable portions of the Village's 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 Village 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:

If to Village: Village of DeForest  
306 DeForest Street  
DeForest, WI 53532

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.

This space is reserved for recording data

Return to:  
Village of DeForest  
306 DeForest Street  
DeForest, Wisconsin 53532

Parcel Number(s):  
[REDACTED]

- (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 owners of any interest in the Property and the Village.
- (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 Owner, the Village, 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.

**Owner -** \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name) (Signature)

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: \_\_\_\_\_ Insert Individual Name and Address.

**Comment [h1]:** Register of Deeds requires that someone is listed as the drafter; typically it is applicant's attorney or engineer. It is up to the property owner to draft one of these when submitting a stormwater management plan, but this format is acceptable to the Village so applicants may use this if they wish.