

**Storm Water
Easement Agreement**

Document Number

STORM WATER EASEMENT AGREEMENT made this _____ day of _____, 2016, by and between Kason, Limited Liability Co. ("Kason"), a Wisconsin limited liability company, and the Town of Lake Mills, a body corporate and politic (hereinafter "Town");

WITNESSETH:

WHEREAS, Kason is the fee simple owner of all of the parcels described on the attached Exhibit "A" (the "Lots");

WHEREAS, all of the Lots are located in the Plat of Subdivision for Shorewood Hills North recorded August 21, 2001, Volume 12 of Plats, starting on Page 37, as Document No. 1063742, located in the Town of Lake Mills, Jefferson County, Wisconsin (the "Subdivision");

WHEREAS, Kason intends to develop and sell the Lots;

WHEREAS, in order to comply with the Town's storm water management ordinance and Wisconsin Department of Natural Resources regulations, Kason has submitted a new final plat covering a portion of the Subdivision, entitled Plat of Shorewood Hills Northwest (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, in connection with approval of the Plat substantial storm water easements are necessary to convey and/or detain storm water; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements by Kason. Kason hereby gives, grants and conveys to the Town non-exclusive perpetual easements on, over, across and under, each and every storm water management easement area shown on the Plat, including Outlots 2, 3 & 4 (the "Outlots"), and those legally described and shown on the attached Exhibit "C". Such easements areas shown on the Plat and Exhibit "C" shall be known hereinafter as the "Easement Areas".
2. Ownership of the Easement Areas. The owners of all the Lots ("Lot Owners") shall own the Outlots, as tenants in common. Each Lot shall have an undivided one thirty-third (1/33) interest in the Outlots, which interest shall run with ownership of the Lot and may not be separated therefrom. All other Easement Areas shall be owned by the owners of the respective lots where the Easement Areas are located.

Name and Return Address

Town Clerk
Town of Lake Mills
1111 South Main Street
Lake Mills, WI 53551

See attached Exhibit "A"

3. Maintenance of Easement Areas. Initially, Kason shall be exclusively responsible for maintenance of the Easement Areas. Upon the later of 2 years after substantial completion of the storm water system or sale of 33% of all Lots to third parties, the Easement Areas shall be maintained by the Lot Owners through a homeowners association (the "Association"). Kason and subsequently the Association shall have the ongoing and perpetual responsibility to maintain and keep the Easement Areas in good and operating condition according to the plans and specifications approved and on file with the Town. If any maintenance or repairs are made necessary due to the willful acts or negligence of any individual Lot Owner, or the Lot Owner's tenant or invitees, Kason and subsequently the Association shall have the right to recover the costs of any necessary repairs or maintenance from the responsible individual Lot Owner.

Maintenance of the Outlots shall include mowing and trimming of vegetation and keeping the easement areas free from debris and siltation. Additional activities include:

- a. Kason and subsequently the Association shall inspect the area at least semi-annually in early spring and early fall. Repairs will be made whenever the performance of a storm water control is compromised or standing water is observed.
- b. Sediment shall be properly disposed of by land spreading (offsite) or taken to a landfill. Kason and subsequent Association are responsible for all permits to dispose of the sediment. Any areas that need reseeded shall be included. During the first growing season water bio areas as required to establish vegetation, mulch, remulch, reseed and repair as required.
- c. Mowing in buffer areas, basin banks, and drainage ways will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches.
- d. Kason and subsequently the Association shall not apply fertilizer, herbicides, pesticides or other chemical applications in the detention basin area, including buffer areas, basin banks, and along drainage ways if applicable.
- e. Kason and subsequently the Association shall make available the following residential site construction and design guidelines regarding casual home site runoff:

Rooftop runoff from all future buildings on the Lots shall be directed to pervious areas such as lawns, rain gardens, or other densely vegetated areas, that provide a minimum flow length of 20 feet. Downspouts shall not be directed to driveways. This runoff shall be dispersed in a manner that does not contribute to soil erosion. No component of the storm water treatment system, including storm water conveyances, detention basins, rain gardens, infiltration areas and outlets, may be dispersed, obstructed or encroached upon in any way.

- f. Kason and subsequently the Association shall conduct any specific maintenance tasks and schedules in accordance with Exhibit "D".

4. Restriction of Easement Areas on Individual Lots. Individual Lots Owners shall have the following obligations regarding Easement Areas located on their individual lot:
 - a. Regularly mowing the Easement Areas as needed.
 - b. Not placing any interference in the Easement Areas, including but not limited to, trees, bushes, gardens, rocks, play structures, sheds, or any other plants, items or structures that will interfere with or in any way alter the storm water flow over the Easement Areas.
 - c. Maintaining the grading of the Easement Areas consistent with those required by the plans and specifications approved and on file with the Town.
5. Consistent Uses Allowed. The Kason and the subsequent Lot Owners reserve the right to use the Easement Areas located on their individual lots for purposes that will not interfere with the Kason, the Association and Town(s) full enjoyment of the easement rights granted in this Agreement.
6. Enforcement. In the event that Kason and subsequently the Association fail to maintain the storm water management facilities and other improvements within the Easement Areas as required by this Agreement, Town shall have the right to assume complete control of the Easement Areas for purposes of maintaining such facilities. These rights and remedies include, but are not limited to, ultimately contracting to perform such maintenance or repairs as it shall deem necessary and charging the costs incurred by the Town as a special charge upon the next tax roll against all of the Lots. The Town shall have the right to enter upon any and all Easement Areas at any time for purposes of inspection and undertaking necessary maintenance and repairs.

In accordance with Wisconsin Statutes Section 66.0703(7)(b) Kason, and the Lot Owners hereby waive all special assessment notices and hearings required by Wisconsin Statutes Section 66.0703, and further agree and admit that the assessed property receives a benefit from the work, which is equal to or greater than the total cost of the work.
7. Warranty of Title. Kason warrants that it has good and indefeasible fee simple title to the Easement Areas conveyed to the Town by this Agreement and that it has the full power and authority to convey the rights granted herein.
8. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Kason and the Town and their respective successors and assigns.
9. No Interference of Rights. No parties hereto shall at anytime interfere with the rights of the easements granted herein.
10. Attorneys' Fees. Any party to this Agreement may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover, as part of its

costs, actual attorneys' fees.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by the Town and all Lot Owners and duly recorded in the office of the Register of Deeds of Jefferson County, Wisconsin.
13. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party(s) last known address. If the other party(s) address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party(s) property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
14. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement as of the date first written above.

KASON, LIMITED LIABILITY CO.

By: _____
Jason R. Forest, Managing Member

TOWN OF LAKE MILLS

By: _____
Hope Oostdik, Town Chair

By: _____
Sarah Fitzgibbon, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this _____ day of _____, 2016, the above named Jason R. Forest as Managing Member of Kason, Limited Liability Co., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this _____ day of _____, 2016, the above named Hope Oostdik as Town Chair and Sarah Fitzgibbon, as Clerk of the Town of Lake Mills, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

Legal Description
Exhibit "A"

Lot 7, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-097

Lot 8, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-098

Lot 9, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-099

Lot 10, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-100

Lot 11, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-101

Lot 12, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-102

Lot 13, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-103

Lot 14, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-104

Lot 15, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-105

Lot 16, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-106

Lot 17, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-107

Lot 18, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-108

Lot 19, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-109

Lot 20, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-110

Lot 21, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-111

Lot 22, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-112

Lot 46, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-136

Lot 47, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-137

Lot 48, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-138

Lot 49, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-139

Lot 50, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-140

Lot 51, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-141

Lot 52, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-142

Lot 53, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-143

Lot 59, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-149

Lot 60, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-150

Lot 61, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-151

Lot 62, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-152

Lot 63, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-153

Lot 69, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-159

Lot 70, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-160

Lot 71, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-161

Lot 72, Shorewood Hills North, Town of Lake Mills, Jefferson County, Wisconsin.
018-0713-1013-162

**Legal Descriptions and Map of Storm Water Easements
Exhibit "C"**

STORM WATER EASEMENT DESCRIPTION 1:

A 25 foot wide storm water easement located in Lots 46, 47, 48, 49 and 50, plat of Shorewood Hills North, recorded as Document No. 1063742, Government Lot 2, Section 10, T17N, R13E, Town of Lake Mills, Jefferson County, Wisconsin described as the south 25 feet of said Lots 46, 47, 48, 49 and 50, plat of Shorewood Hills North.

STORM WATER EASEMENT DESCRIPTION 2:

A 10 foot wide storm water easement located in Lot 53, plat of Shorewood Hills North, recorded as Document No. 1063742, Government Lot 2, Section 10, T17N, R13E, Town of Lake Mills, Jefferson County, Wisconsin described as the southeasterly 10 feet of said Lot 53, plat of Shorewood Hills North.

STORM WATER EASEMENT DESCRIPTION 3:

A 25 foot wide storm water easement located in Lot 69, plat of Shorewood Hills North, recorded as Document No. 1063742, Government Lot 2, Section 10, T17N, R13E, Town of Lake Mills, Jefferson County, Wisconsin described as the southeasterly 25 feet of said Lot 69, plat of Shorewood Hills North.

STORM WATER EASEMENT DESCRIPTION 4:

A 24 foot wide storm water easement located in Lots 59, 60, 61, 62, 63, 70, 71 and 72, plat of Shorewood Hills North, recorded as Document No. 1063742, Government Lot 2, Section 10, T17N, R13E, Town of Lake Mills, Jefferson County, Wisconsin whose centerline is described by the following line:

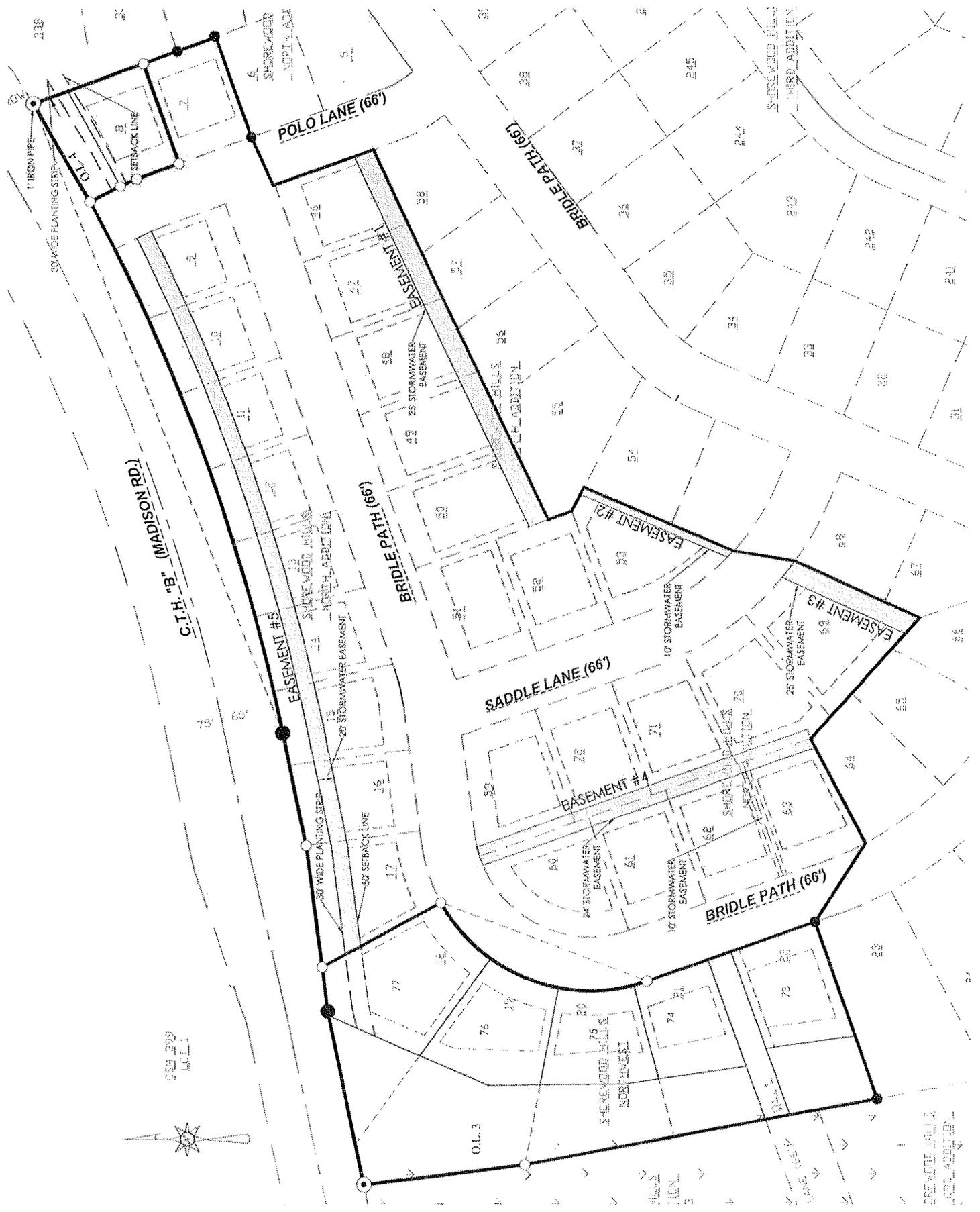
Beginning at the northeast corner of said Lot 60; thence S19°16'17"E along east line of said Lots 60, 61, 62 and 63, 430.60 feet to the end of centerline of a 24 foot wide storm water easement and southeast corner of said Lot 63.

STORM WATER EASEMENT DESCRIPTION 5:

A 20 foot wide storm water easement located in Lots 9, 10, 11, 12, 13, 14, 15, 16 and 17, plat of Shorewood Hills North, recorded as Document No. 1063742, Government Lots 1 and 2, Section 10, T17N, R13E, Town of Lake Mills, Jefferson County, Wisconsin lying southerly and adjacent to 30' wide planting strip shown on Lots 9, 10, 11, 12, 13, 14, 15, 16 and 17, plat of Shorewood Hills North.



5/11/2009
L.C.L.L.



SHOREWOOD HILLS
THIRD ADDITION

SHOREWOOD HILLS
THIRD ADDITION

SHOREWOOD HILLS
MORNING

O.L. 3

SHOREWOOD HILLS
MORNING

SHOREWOOD HILLS
THIRD ADDITION

EXHIBIT "D"
Stormwater Management Maintenance Measures

Site Address:

Shorewood Hills North
Bridle Path, Lake Mills, WI 53551

Project Name:

Shorewood Hills Northwest

Stormwater Management Measures Included in this Agreement (as shown on Sheet(s) C2.0, C2.1, C2.2, C7.1 & C7.2, hereby made a part of Exhibit B):

- All Site Storm Sewer Pipes, Structures, and Swales
- Bioretention areas, Including Outlet Structures

Specific Maintenance Requirements:

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

- The 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 controls or in any structural Best Management Practice (BMP), and deposition of sediment on the tracking pads.
- 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.

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 extensive knowledge of the stormwater management facilities on site.
- All stormwater provisions constructed as part of this project are permanent in location and function over time. The constructed stormwater provisions as outlined above shall not be removed or significantly altered without written permission from the Town of Lake Mills. Owner shall maintain records of inspections and maintenance as described below.
- To maximize filtration, mowing in buffer areas around biofiltration area should be minimized. If occasional mowing is necessary, the mowing height is recommended to be no shorter than 6 inches. Applications of fertilizer, herbicide, pesticide or other chemicals are discouraged.
- Facilities showing signs of soil erosion should be repaired as soon as possible.

EXHIBIT “D”
Stormwater Management Maintenance Measures

- Facilities or parts of facilities with no vegetation shall be restored to good vegetated catch as soon as possible.
- Inspections of the biofiltration areas shall be done at least semi-annually in early spring and early fall. Infiltration and biofiltration area inspections shall include spreader and overflow spillway for indication of failure. Note the condition of vegetation as part of inspection. If standing water is observed over 50% of the exposed surface 3 days after rainfall, the biofiltration device is clogged and measures should be undertaken to unclog it. Acceptable measures include removing the top 2 to 3 inches, chisel plowing and adding topsoil and engineered compost material. After procedures, the owner /operator shall replant with State-approved native plugs.