

DANE COUNTY
REGISTER OF DEEDS

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Pages: 16

Document No.

DECLARATION OF EASEMENTS

(The Center for Industry & Commerce)

000279

THIS DECLARATION OF EASEMENTS (the "Declaration")
is made and executed as of this 4th day of
March, 2003 by the CITY OF MADISON,
WISCONSIN (the "City").

Return to:
Jeff Lee
T. Wall Properties
P.O. Box 7700
Madison, WI 53707-7700

RECITALS

0810-163-0198-9 and 0810-162-0198-1
Parcel Number

A. The City is the owner of certain lands located in the City of Madison, Dane County, Wisconsin more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City desires to grant easements over certain portions of the Property as more particularly described in this Declaration so that the same will be binding upon, and benefit, future owners of the Property and portions thereof, acting through the Owners' Association (as defined in Section 5(a), below).

NOW THEREFORE, it is hereby declared that:

1. Bicycle and Pedestrian Access Easement. That portion of the Property that is thirty (30) feet in width and is more particularly described on Exhibit B attached hereto and made a part hereof (the "Multiple Use Easement Property") is hereby made subject to an easement for ingress and egress for the purpose of granting to members of the public bicycle and pedestrian access across the Multiple Use Easement Property, and for the construction and maintenance of a path for such purposes (the "Bicycle and

16
41

Pedestrian Access Easement"). The path may be up to fifteen (15) feet in width.

2. Sanitary Sewer Easement. The Multiple Use Easement Property is hereby made subject to a public sanitary sewer easement for the purpose of permitting the City of Madison (which, in its capacity as the municipality in which the Property lies, is referred to herein as the "City of Madison") to install, lay, operate, repair and maintain underground pipes and conduits for sanitary sewer service under the surface of the Multiple Use Easement Property (the "Sanitary Sewer Easement"). Any party that disturbs the surface of the Multiple Use Easement Property for the purpose of exercising its rights under the Sanitary Sewer Easement shall restore the surface of the Multiple Use Easement Property to its condition existing prior to such disturbance.

3. Storm Water Retention Easement. That portion of the Property more particularly described on Exhibit C attached hereto and made a part hereof (the "Storm Water Retention Easement Property") is hereby made subject to an easement (the "Storm Water Retention Easement") for the purpose of providing storm water retention to that portion of the Property lying outside of the Storm Water Retention Easement Property (which portion is referred to in this Declaration as the "Developable Property").

4. Swale Easements. Once the Property is platted, easements for the mutual benefit of all of the Owners (as defined in Section 5(a), below), acting through the Owners' Association, shall be created over all portions of the Property described on said plat that are set aside for use as drainage swales (the "Swale Easements").

5. Improvements, Repairs and Maintenance.

(a) Except as provided in Section 2, all improvements, repairs and maintenance to the surface of the Multiple Use Easement Property pursuant to the exercise of rights under the Bicycle and Pedestrian Access Easement shall be performed by, and at the sole cost of The Center for Industry & Commerce Owners Association, Inc. (the "Owners' Association"), a non-stock, nonprofit corporation which shall have as its members all of the owners of the fee simple interest (or, in the case of a land contract purchaser's interest) in the Developable Property (collectively the "Owners"). All such improvements shall be maintained in good condition and in working order and such that the measures comply with approved plans on file with the City of Madison engineer. Any improvements, maintenance and repairs shall be

conducted in accordance with all applicable laws, codes, regulations and similar requirements.

(b) All improvements, repairs and maintenance performed pursuant to the exercise of rights under the Sanitary Sewer Easement shall be performed by, and at the sole cost of, the City of Madison. All such improvements shall be maintained in good condition and in working order and such that the measures comply with approved plans on file with the City of Madison engineer. Any improvements, maintenance and repairs shall be conducted in accordance with all applicable laws, codes, regulations and similar requirements.

(c) All improvements, repairs and maintenance performed pursuant to the exercise of rights under the Storm Water Retention Easement and the Swale Easements shall be performed by, and at the sole cost of, the Owners' Association. All such improvements shall be maintained in good condition and in working order and such that the measures comply with approved plans on file with the City of Madison engineer. Any improvements, maintenance and repairs shall be conducted in accordance with all applicable laws, codes, regulations and similar requirements and in accordance with the maintenance standards set forth on Exhibit D attached hereto and made a part hereof. Furthermore, if the Owners' Association fails to maintain the storm water management measures as required in this Section 4(c) or in Exhibit D, then the City of Madison shall have the right, after providing the Owners' Association, with written notice of such failure ("Maintenance Notice"), and the Owners' Association shall have thirty (30) days to comply with the City of Madison's maintenance request. If the failure specified in the Maintenance Notice has not been cured within such thirty (30)-day period, the City of Madison shall have the right to enter the Storm Water Retention Easement Property or portions of the Property that are subject to the Swale Easements in order to conduct the maintenance specified in the Maintenance Notice. The City of Madison shall conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements. All costs and expenses incurred by the City of Madison in conducting such maintenance may be charged to the Developable 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 Section 4.09 of the Madison General Ordinances.

6. Beneficiaries. The City of Madison shall be the beneficiary of the Bicycle and Pedestrian Access Easement and the Sanitary Sewer Easement. The Owners shall be the beneficiaries of the Storm Water Retention Easement and of the

Swale Easements. The owner of the Storm Water Retention Easement Property shall not be permitted to use the same for the purpose of providing storm water retention for the benefit of any property other than the Developable Property unless it first expands the capacity of the storm water retention facilities located upon the Storm Water Retention Easement Property to accommodate all increased storm water runoff resulting therefrom in accordance with prudent engineering standards and all applicable laws, codes, regulations and similar requirements.

7. Indemnities and Insurance.

(a) With respect to the performance of any work under this Agreement by the Owners' Association, the Owners' Association shall indemnify, save harmless and defend the City, its officers, agents and employees from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the construction or operation of the Multiple Use Easement Property or occupancy of the Multiple Use Easement Property occasioned wholly or in part by any act or omission on the Owners' Association's part or on the part of its agents, managers, contractors, subcontractors, invitees or employees, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents and employees. This requirement shall also apply with equal force to all work performed by the Owners' Association, its architect, contractor, subcontractors or any other party directly or indirectly employed by or retained by the Owners' Association to perform work relating to the construction, operation, or maintenance of the improvements on the Multiple Use Easement Property. The City of Madison and its officers, agents and employees shall be additionally indemnified for, but not limited to, any claims arising out of the construction of the infrastructure improvements upon the Multiple Use Easement Property, including safeguarding the work and the use of acceptable materials; claims arising because of any act, omission, neglect or misconduct of the architect, contractor, subcontractors or any other party directly or indirectly employed by or retained by the Owners' Association; claims arising from infringement of patent, trademark or copyright; claims arising under the Workers Compensation Law; or claims arising from the violation of any law, ordinance, order or decree. The City of Madison shall have no obligation or liability for any of the Owners' Association's obligations or responsibilities to any lending institution, architect,

contractor, subcontractors or any other party retained by the Owners' Association in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Owners' Association specifically agrees that no representations, statements, assurances or guarantees will be made by the Owners' Association to any third party or by any third party, which is contrary to this provision.

(b) The Owners' Association shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City of Madison's Risk Manager: bodily injury, death and property damage of \$5,000,000 per occurrence. The policy or policies shall name the City of Madison as an additional insured. As evidence of this coverage, the Owners' Association shall furnish to the City of Madison a certificate of insurance on a form provided by the City.

8. Amendment. This Declaration may be amended by the recording of a written instrument executed by the City of Madison and the Owners' Association. The Owners' Association shall not enter into any amendment that materially and adversely affects the storm water drainage from or across any portion of the Developable Property.

9. 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 City:	City Engineering Division Room 115, City County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3342 Attention: City Engineer
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If to the Owner's Association:	The Center for Industry & Commerce Owners' Association, Inc. c/o T. Wall Properties 2810 Crossroads Drive
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P.O. Box 7700
Madison, WI 53707-7700

(b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

(c) 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.

(d) 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, Declarant has executed this Declaration as of the date set forth above.

CITY OF MADISON, WISCONSIN

By: Susan J. M. Bauman
Susan J. M. Bauman, Mayor

Attest: Sharon Christensen, Deputy for
Ray Fischer, City Clerk


APPROVED AS TO FORM:

James X. Martin
James Martin, City Attorney

ACKNOWLEDGMENT

[illegible]

Personally came before me this 4th day of March, 2003, Susan J. M. Bauman, ^{Sharon Christensen} ~~Ray Fischer~~ and James Martin, who executed the above instrument and acknowledged the same.


Name: Pamela Williamson
Notary Public, State of Wisconsin
My Commission: exp 2-12-2006

This document was drafted by:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018
Telephone: (608) 229-2200

Execution of this document by the City of Madison is authorized by Second Substitute Resolution No. 59884, ID No. 31728, adopted by the Common Council of the City of Madison on November 5, 2002.

EXHIBIT A

Metes-and-Bounds Description for the Entire CIC Plat

**The Center for Industry & Commerce
Final Plat Description**

Lots 1, 2, 3 and 4, Dane County Certified Survey Map Number ¹⁰⁶⁴²xxxxx and other lands located in part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 16, T8N, R10E, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 16; thence N 89°04'44" E, along the North line of the said NW $\frac{1}{4}$, 199.66 feet; thence S 00°55'16" E, 110.13 feet to the point of beginning; thence N 87°24'59" E, along the South line of Hoepker Road, 54.05 feet; thence S 70°58'58" E, along the said South line, 52.04 feet; thence N 78°23'56" E, along the said South line, 116.07 feet; thence N 72°11'20" E, along the said South line, 147.32 feet; thence N 89°04'44" E, along the said South line, 389.52 feet; thence S 01°10'21" W, 165.84 feet; thence N 89°32'56" E, 340.07 feet; thence N 01°10'12" E, 168.63 feet; thence N 89°04'44" E, along the said South line of Hoepker Road, 840.75 feet; thence 40.14 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 91°59'44" and a long chord bearing S 44°55'24" E, 35.97 feet to the point of tangency thereof; thence S 01°04'28" W, 880.27 feet; thence 198.71 feet along the arc of a curve to the right having a radius of 1134.00 feet, a central angle of 10°02'24" and a long chord bearing S 06°05'40" W, 198.46 feet to the point of tangency thereof; thence S 11°06'52" W, 23.48 feet; thence S 78°53'08" E, 66.00 feet; thence S 80°31'47" E, 468.82 feet; thence S 55°27'15" E, 650.77 feet; thence N 54°52'30" E, 664.56 feet; thence N 23°18'56" E, 114.67 feet; thence S 27°05'06" E, along the Southwesterly line of Interstate Highway 39, 90 and 94, 366.06 feet; thence continuing along said southwesterly line 24.58 feet along the arc of a curve to the right having a radius of 7514.44 feet, a central angle of 00°11'15" and a long chord bearing S 26°59'28.5" E, 24.58 feet; thence S 00°52'58" W, along the East line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1111.27 feet; thence S 89°30'10" W, along the south line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 662.90 feet; thence S 00°53'45" W, along the East line of the West $\frac{1}{2}$ of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1320.90 feet; thence S 89°37'59" W, along the south line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 660.97 feet to the Southwest corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 89°39'51" W, along the south line of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 174.40 feet; thence N 08°41'29" W, 35.55 feet; thence S 89°16'31" W, along the North right of way of Hanson Road, 584.40 feet; thence Northwesterly 39.96 feet along the Easterly right of way of Manufacturers Drive and the arc of a curve to the right having a radius of 25 feet, a central angle of 91°34'52" and a long chord bearing N 44°56'03" W, 35.84 feet

to the point of tangency thereof; thence N 00°51'23" E, along the Easterly right of way of Manufacturers Drive 19.48 feet; thence 152.98 feet along the Easterly right of way of Manufacturers Drive and the arc of a curve to the left having a radius of 277.52, a central angle of 31°35'00" and a long chord bearing N 14°56'07" W, 151.05 feet to the point of tangency thereof; thence N 30°43'37" W along the Easterly right of way of Manufacturers Drive, 100.00 feet; thence 64.56 feet along the Easterly right of way of Manufacturers Drive and the arc of a curve to the right having a radius of 117 feet, a central angle of 31°37'03" and a long chord bearing N 14°55'05.5" W, 63.75 feet to the point of tangency thereof; thence N 00°53'26" E along the Easterly right of way of Manufacturers Drive, 985.17 feet; thence N 89°06'34" W, 66.00 feet; thence S 00°53'26" W along the Westerly right of way of Manufacturers Drive, 985.17; thence 100.98 feet along the Westerly right of way of Manufacturers Drive and the arc of a curve to the left having a radius of 183 feet, a central angle of 31°37'03" and a long chord bearing S 14°55'05.5" E, 99.71 feet to the point of tangency thereof; thence S 30°43'37" E along the Westerly right of way of Manufacturers Drive, 100.00 feet; thence 64.49 feet along the Westerly right of way of Manufacturers Drive and the arc of a curve to the right having a radius of 117 feet, a central angle of 31°35'00", and a long chord bearing S 14°56'07" E, 63.68 feet to the point of tangency thereof; thence S 00°51'23" W, 72.57 feet; thence 38.58 feet along the Westerly right of way of Manufacturers Drive and the arc of a curve to the right having a radius of 25 feet, a central angle of 88°25'08" and a long chord bearing S 45°03'57" W, 34.86 feet to the point of tangency thereof; thence S 89°16'31" W, along the said North right of way of Hanson Road, 432.85 feet; thence N 00°51'23", along the West line of the said NE ¼ of the SW ¼, 1292.25 feet; thence N 01°01'53" E, along the West line of the said SE ¼ of the NW ¼, 305.74 feet; thence S 89°40'34" W, 1192.81 feet; thence N 01°19'19" E, along the East line of U.S. Highway 51, 896.96 feet; thence N 05°05'34" E, along said East line, 300.63 feet; thence N 03°27'53" E, along the said East line, 800.56 feet; thence N 10°14'24" W, along the said East line, 69.89 feet; thence N 09°30'48" W, along the said East line, 32.13 feet; thence N 20°30'33" E, along said East line, 108.17 feet to the point of beginning. Containing 9,461,219 sq. ft., more or less.

FINAL PLAT AREA
CENTER FOR INDUSTRY & COMMERCE

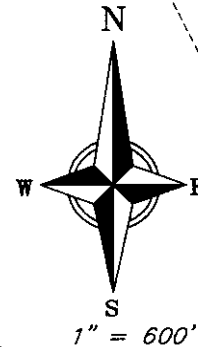
000288

NW CORNER
SECTION 16-8-10

HOEPKER ROAD

N 1/4 CORNER
SECTION 16-8-10

U.S.H. 51



190-94-39

W 1/4 CORNER
SECTION 16-8-10

CENTER
SECTION 16-8-10

DANE COUNTY
LANDS

HANSON ROAD

NOTE: Please be advised that the document grantor(s) hereby direct viewers to ignore the printed text material on this exhibit. Only the spatial relationships of the illustrations on the plan are being presented for your information.

Signed by grantor(s) or grantor's(s') agent: J Lee Date: 3/14/83 (USE BLACK INK ONLY)
Name of grantor(s) or grantor's(s') agent printed: Jeff Lee (USE BLACK INK ONLY)

**The Center for Industry & Commerce
Multiple Use Easement
On Lots 2 – 20**

Part of Lots 1 and 2, Dane County Certified Survey Map Number 10642 and other lands located in part of the SW ¼ of the NE ¼, part of the SE ¼ of the NW ¼ and part of the NE ¼ of the SW ¼, all in Section 16, T8N, R10E, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 16; thence S 00°53'16" W, along the West line of the said NE ¼ of Section 16, 1283.01 feet; thence S 80°31'47" E, 19.36 feet (previously recorded as S 80°31'34" E); thence S 55°27'15" E, 605.10 feet (previously recorded as S 55°27'02" E) to the point of beginning; thence continuing S 55°27'15" E, 30.45 feet (previously recorded as S 55°27'02" E); thence S 44°23'14" W, 192.18 feet; thence S 38°49'06" W, 210.45 feet; thence S 33°38'41" W, 170.71 feet; thence S 23°23'29" W, 1203.38 feet; thence S 00°48'45" W, 39.07 feet to a bend point in the Easterly side of said Certified Survey Map Number 10642; thence S 00°48'45" W, along the East side of said Certified Survey Map Number 10642, 274.34 feet; thence S 81°42'54" E, along the said East side of said Certified Survey Map Number 10642, 34.89 feet; thence S 03°55'11" E, along the said East side of said Certified Survey Map Number 10642, 192.23 feet; thence S 08°41'29" E, along the said East side of said Certified Survey Map Number 10642, 220.97 feet; thence S 89°16'31" W, along the south line of Lot 1 of said Certified Survey Map Number 10642, 30.29 feet; thence N 08°41'29" W, 216.77 feet; thence N 13°23'02" W, 207.40 feet; thence N 00°48'45" E, 319.40 feet; thence N 23°23'29" E, 1212.06 feet; thence N 33°38'41" E, 174.76 feet; thence N 38°49'06" E, 213.26 feet; thence N 44°23'14" E, 188.43 feet to the point of beginning.

Subject to and encompassing the entire existing multiple use easement as set out on said Certified Survey Map Number 10642.

Containing 78,857 sq. ft., more or less.

PROPOSED MULTI USE EASEMENT AREA
CENTER FOR INDUSTRY & COMMERCE

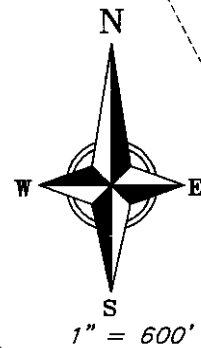
000290

NW CORNER
SECTION 16-8-10

HOEPKER ROAD

N 1/4 CORNER
SECTION 16-8-10

U.S.H. 51



1 90-94-39

W 1/4 CORNER
SECTION 16-8-10

CENTER
SECTION 16-8-10

PROPOSED MULTI
USE EASEMENT

DANE COUNTY
LANDS

HANSON ROAD

NOTE: Please be advised that the document grantor(s) hereby direct viewers to ignore the printed text material on this exhibit. Only the spatial relationships of the illustrations on the plan are being presented for your information.

Signed by grantor(s) or grantor's(s') agent: Jeff Lee Date: 3/14/03 (USE BLACK INK ONLY)

Name of grantor(s) or grantor's(s') agent printed: Jeff Lee (USE BLACK INK ONLY)

EXHIBIT C

**The Center for Industry & Commerce
Proposed Detention Basin Easement**

Lands located in part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 16, T8N, R10E, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 16; thence S 00°53'16" W, along the West line of the said NE $\frac{1}{4}$ of Section 16, 1283.01 feet; thence S 80°31'47" E, 19.36 feet (previously recorded as S 80°31'34" E); thence S 55°27'15" E, 650.77 feet (previously recorded as S 55°27'02" E) to the point of beginning; thence S 44°23'14" W, 194.05 feet; thence S 38°49'06" W, 209.04 feet; thence S 33°38'41" W, 168.69 feet; thence S 23°23'29" W, 1238.11 feet; thence S 00°48'45" W, 274.34 feet; thence S 81°42'54" E, 34.89 feet; thence S 03°55'11" E, 61.75 feet; thence S 89°43'03" E, 177.16 feet; thence N 02°25'11" E, 95.79 feet; thence N 01°47'39" W, 64.62; thence N 05°41'10" W, 65.73 feet; thence N 69°45'38" W, 106.91 feet; thence N 07°18'37" E, 56.45 feet; thence N 29°38'17" E, 51.80 feet; thence N 56°44'30" E, 66.12 feet; thence N 57°40'50" E, 51.91 feet; thence N 03°04'53" E, 82.36 feet; thence N 06°35'05" E, 56.90 feet; thence N 13°43'49" E, 47.19 feet; thence N 69°24'53" E, 64.89 feet; thence N 05°21'06" E, 37.88 feet; thence N 36°02'29" E, 46.46 feet; thence N 00°33'38" E, 56.12 feet; thence N 66°44'26" E, 27.29 feet; thence N 55°13'01" E, 68.07 feet; thence N 78°20'55" E, 48.18 feet; thence N 25°55'02" E, 65.86 feet; thence N 19°19'31" W, 32.90 feet; thence N 50°29'42" W, 65.26 feet; thence N 14°58'07" E, 73.92 feet; thence S 83°47'17" E, 85.64 feet; thence N 07°54'22" W, 68.98 feet; thence N 16°16'07" E, 48.44 feet; thence N 35°06'30" E, 89.44 feet; thence N 24°17'39" E, 106.39 feet; thence N 21°16'13" E, 64.38 feet; thence N 65°30'45" E, 46.58 feet; thence N 31°34'39" W, 104.59 feet; thence N 09°02'23" W, 27.06 feet; thence N 30°56'46" E, 49.99 feet; thence N 48°38'57" E, 95.16 feet; thence N 35°20'55" E, 71.86 feet; thence N 03°36'28" W, 82.71 feet; thence N 51°18'32" E, 75.92 feet; thence N 55°36'50" E, 61.01 feet; thence N 20°15'14" E, 44.93 feet; thence N 53°04'48" E, 43.31 feet; thence N 35°07'30" W, 77.11 feet; thence S 54°52'30" W, 69.19 feet (previously recorded as S 54°52'43" W) to the point of beginning.

Containing 361,291 sq. ft., more or less.

PROPOSED DETENTION BASIN EASEMENT AREA
CENTER FOR INDUSTRY & COMMERCE

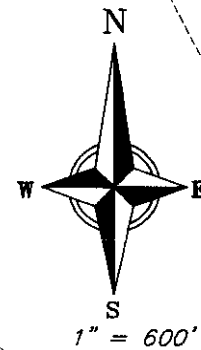
000292

NW CORNER
SECTION 16-8-10

HOEPKER ROAD

N 1/4 CORNER
SECTION 16-8-10

U.S.H. 51



1 90-84-39

W 1/4 CORNER
SECTION 16-8-10

CENTER
SECTION 16-8-10

PROPOSED
DETENTION BASIN
EASEMENT

DANE COUNTY
LANDS

HANSON ROAD

NOTE: Please be advised that the document grantor(s) hereby direct viewers to ignore the printed text material on this exhibit. Only the spatial relationships of the illustrations on the plan are being presented for your information.

Signed by grantor(s) or grantor's(s') agent: Jeff Lee

Date: 3/14/03 (USE BLACK INK ONLY)

Name of grantor(s) or grantor's(s') agent printed: Jeff Lee

(USE BLACK INK ONLY)

Maintenance Standards

Storm Water Detention Pond:

- The Owners' Association shall visually inspect the detention basin, outfalls and outlet structure annually.
- The detention basin 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 any outfall and the outlet structure.
- No structures of any kind are permitted within the detention basin area, without prior written approval of the City Engineer.
- A topographic survey of the detention basin shall be taken once every three (3) years. The survey shall be of sufficient detail so as to insure maintenance of basin and outlet structure design and integrity of outfall structures. Survey data shall be sealed by a registered land surveyor and submitted to City Engineer for review.
- Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be as required by the City Engineer.
- The Owners' Association shall maintain records of inspections, mowings, and survey data, all in accordance with Chapter 37 of the Madison General Ordinances.

Swales:

- The Owners' Association shall visually inspect the grass swales annually.
- 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.

- No plantings or structures of any kind are permitted within the grass swales, without prior written approval of the City Engineer.
- Swales shall be re-graded if siltation or erosion is noted during the annual inspection.

The Owners' Association shall maintain records of inspections and mowings all in accordance with Chapter 37 of the Madison General Ordinances.