

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

RECITALS:

- A. FROSTWOOD FARM VI, LLC is(are) the owner(s) of property in the Town of Verona, 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:

1. Maintenance. All Condominium Unit Owners, through the Condominium Association, 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. In the absence of a Condominium Association, the cost of maintenance will be equally divided between the Owners of the sixteen (16) Units that form the development. 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 task are more particularly described on Exhibit A. The location of each stormwater management practice is shown on Exhibit B.
2. 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.
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 County 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: Frostwood Farm VI, LLC
Attn: Lisa Steinhauer
4601 Frey Street, Suite 400
Madison, WI 53705

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6043291
08/01/2025 02:01 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6

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):
062/0608-134-8100-4

6

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Return to:

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

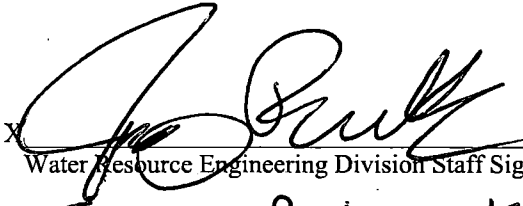
Parcel Number(s):

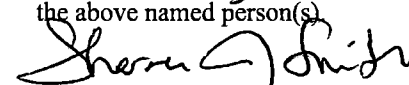
062/0608-134-8100-4

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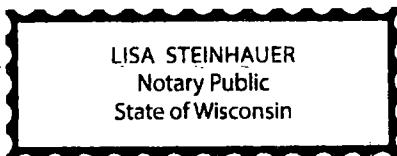
Any party may change its address for the receipt of notice by written notice to the other.


- (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
Jeremy Balousek
Print or type name

State of WI, County of DANE; Subscribed and sworn
before me on July 31, 2025 by
the above named person(s).

Notary Public
Print or type name: Sheron J. Smith
My Commission Expires: 12/15/2025

X 
Owner Signature
CJ Raymond
Print or type name



State of WI, County of Dane; Subscribed and sworn
before me on 6/26/2025 by
the above named person(s).

Notary Public
Print or type name: Lisa Steinhauer
My Commission Expires: 09-20-2029

DRAFTED BY: Tomas Toro, P.E., P.L.S. - Grothman & Associates, SC

EXHIBIT A

Legal Description

Dane County Parcel No. 062/0608-134-8100-4

Being Lot 2, Certified Survey Map, No. 7731 as recorded in Volume 40, Certified Surveys, page 250 as Document No. 2659856 located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Town 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, described as follows:

Commencing at the East Quarter corner of Section 13 and the point of beginning;
thence South 01°00'09" West along the East line of the Southeast Quarter of Section 13, 1,319.79 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence South 89°23'33" West along the South line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,304.62 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 00°56'57" East along the West line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,321.95 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 89°32'54" East along the North line of the Northeast Quarter of the Southeast Quarter of Section 13, 699.79 feet;
thence South 45°58'44" East, 52.04 feet;
thence South 85°45'19" East, 225.72 feet;
thence North 27°38'18" East, 154.93 feet to a point on the South right-of-way line of Tonto Trail;
thence North 89°51'54" East, 272.90 feet to a point on the East line of the Northeast Quarter of Section 13;
thence South 00°57'07" West along the East line of the Northeast Quarter of Section 13, 78.90 feet to the point of beginning.
Containing 1,734,548 square feet, (39.82 acres), more or less.

EXHIBIT B

Maintenance Provisions

An initial installation certification (as-built) stamped by a P.E. registered in the state of Wisconsin shall be submitted to the County upon completion of construction. The as-built shall be of sufficient detail to show the system is functioning as designed. A statement by the certifying P.E. along with a drawing and digital photographs will suffice.

The locations of the permanent stormwater management facilities are shown in the site construction drawings attached.

Impervious Surfaces

The Owner of each Unit shall direct all downspouts onto absorbent, permeable surfaces of the Unit. Each unit will be allowed impervious surfaces, including buildings, driveways, sidewalks, stone pathways, patios, etc., totaling up to 20% of the total area of the Unit without the need for additional stormwater management measures. Proposed impervious surfaces beyond the allowed 20% will require additional stormwater mitigation meeting Town and County requirements. Unit Owners will be required to secure approvals from the Town of Verona and Dane County, as well as from the Condominium Architectural Control Committee, as applicable.

Wet Pond

- Annually inspect all components of the wet pond, including inlets, outlets, riprap, and safety shelf, and sediment depth.
- Keep embankments clear of woody vegetation.
- Mowing in buffer areas around stormwater ponds should be minimized. If occasional mowing is necessary, mow no shorter than 6 inches.
- Application of fertilizer, herbicide, pesticide or other chemicals is discouraged.
- Remove sediment from permanent pool once average depth is 3.5 feet or less. Protect liner from damage during sediment removal, if present.
- Excavation is prohibited below the original design depth unless approved by Dane County Water Resources Engineering Department.
- Repairs must restore the practice to the approved plan design.

Storm Sewer

- Inspect storm sewer after rainfall and remove debris from inlets and outfalls
- Repair inlets and outfalls that are damaged or show signs of erosion.
- Replace rip-rap as necessary.
- Repairs must restore the system to the approved plan design.

Vegetated Swale

- Inspect swales annually to detect and remedy nuisance conditions such as standing water or trash dumping.
- Maintain vegetation type and height specified in approved plan.
- Repair areas of swale showing signs of erosion.
- Limit off-street parking or other activities that may cause rutting or soil compaction in swales.
- Limit the use of pesticides and fertilizer.
- Remove sediment when visible or if standing water exists for 24 hours after a rainfall/runoff event. After sediment removal, repair any damaged or eroded areas by filling with topsoil, reseeding and matting to reestablish vegetation.
- Repairs must restore the practice to the approved plan design.

Thermal Control Rock Pits

- Regular inspections at least once per year and after major storms.
- Check for clogging or sediment build-up in rock voids.
- Inspect for standing water to confirm adequate water flow through the device.
- Remove sediment and organic matter that accumulates in the pit.
- Clear out leaves and litter regularly.
- Remove invasive vegetation, as necessary.
- Ensure rocks are not displaced or compacted.
- Replace missing or broken rocks with similar size material.



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



GA
GROTHMAN
& ASSOCIATES, S.C.
PROFESSIONAL SERVICE
625 EAST SUPER STREET
P.O. BOX 373
PORTAGE, WI 53901
PORTAGE (608) 742-7788
SAUK (608) 644-8877
FAX (608) 742-0434
WWW.GROTHMAN.COM
Surveying@Grothman.com

CLIENT:
RAYMOND MANAGEMENT
COMPANY, INC.
C/O LISA STEINHAUER

CLIENT ADDRESS:
4801 FREY STREET,
SUITE 400
MADISON, WI 53705

REV.	DATE	DESCRIPTION
1	12-27-2024	REVISIONS AND REVISIONS
2	12-27-2024	REVISIONS AND REVISIONS
3	12-27-2024	REVISIONS AND REVISIONS
4	12-27-2024	REVISIONS AND REVISIONS
5	12-27-2024	REVISIONS AND REVISIONS
6	12-27-2024	REVISIONS AND REVISIONS
7	12-27-2024	REVISIONS AND REVISIONS
8	12-27-2024	REVISIONS AND REVISIONS

DESIGNED/DRAWN: A
APPROVED: 1
DRAWING ISSUE DATE: 9/23/2024

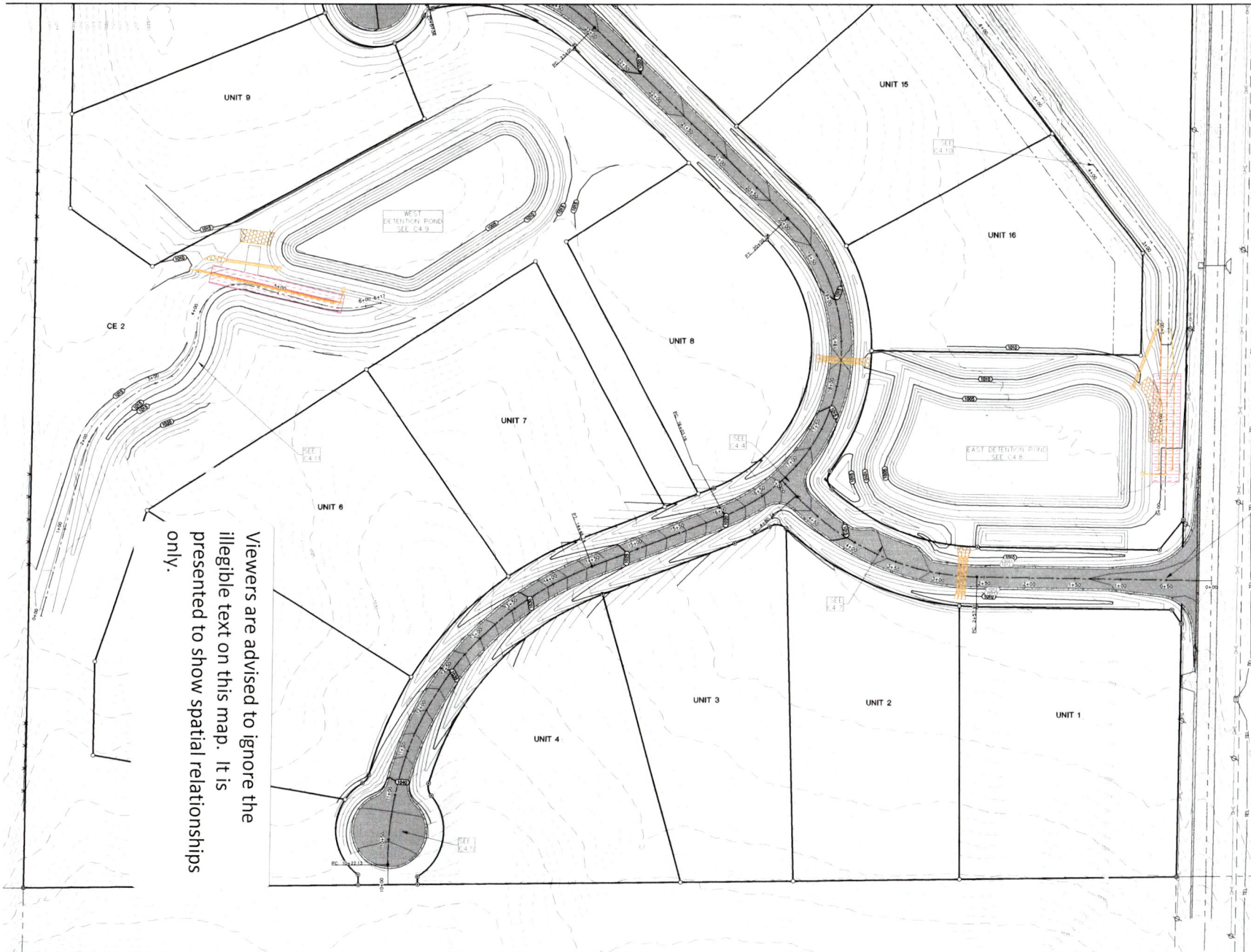
PROJECT NAME:
FROSTWOOD VALLEY
CONDOMINIUM

PROJECT LOCATION:
BEING LOT 2, CSM 7731 A
RECORDED IN VOLUME 41
OF CERTIFIED SURVEYS,
PAGE 250 AS DOCUMENT
NO. 2859856, LOCATED IN
THE SE1/4 OF THE NE1/4
AND THE NE1/4 OF THE
SE1/4, SECTION 13, T. 8N.,
R. 8E., TOWN OF VERONA,
DADE COUNTY,
FLORIDA.

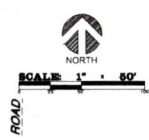
SHEET NAME:
OVERALL GRADING
PLAN

DIGGERS **HOTLINE**
TOLL FREE: 800-242-8511

PROJECT NO. 224
SHEET NO.
C4.0



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



CA
GROTHMAN
 & ASSOCIATES, S.C.
 PROFESSIONAL SERVICE
 P.O. BOX 373
 PORTAGE, WI 53901
 PORTAGE (608) 742-7788
 SAUK (608) 844-8877
 FAX (608) 742-0434
 WWW.GROTHMAN.COM
 Surveying@Grothman.com

CLIENT:
 RAYMOND MANAGEMENT
 COMPANY, INC.
 C/O LISA STEINHAUER

CLIENT ADDRESS:
 4801 FREY STREET,
 SUITE 400
 MADISON, WI 53705

REVISION	DATE	DESCRIPTION
1	10/1/2010	PREPARED FOR REVIEW
2	10/1/2010	REVISIONS FOR REVIEW
3	10/1/2010	REVISIONS FOR REVIEW
4	10/1/2010	REVISIONS FOR REVIEW
5	10/1/2010	REVISIONS FOR REVIEW
6	10/1/2010	REVISIONS FOR REVIEW
7	10/1/2010	REVISIONS FOR REVIEW
8	10/1/2010	REVISIONS FOR REVIEW

NO SCALE TO DRAWING
 APPROVED: 2/15/2011 9/20/2011

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 AND THE NE1/4 OF THE
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 R.8E., TOWN OF VERONA,
 DANE COUNTY,
 WISCONSIN.

SHEET NAME:
 OVERALL GRADING
 PLAN - SOUTH
 DETAIL

DIGGERS HOTLINE
 TOLL FREE: 800-242-8511

SHEET NO. 224

C4.2