

**DECLARATION OF PRIVATE  
STORM WATER DRAINAGE  
EASEMENT**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

**THIS DECLARATION OF PRIVATE STORM WATER DRAINAGE EASEMENT** (the "**Declaration**") is made as of the 30<sup>th</sup> day of July, 2025, by Frostwood Farm VI, LLC, a Wisconsin limited liability company ("**Declarant**").

DOCUMENT #  
6044166  
08/07/2025 09:54 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 6

**WITNESSETH:**

**WHEREAS**, Declarant owns certain real property located in the Town of Verona, Dane County, Wisconsin and legally described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, the Declarant wishes to provide for a drainage easement across a portion of the Property legally described and depicted on Exhibit B, attached hereto and incorporated herein by reference (the "**Easement Area**").

Name and Return Address:  
Timothy F. Umland  
Paradise, Van Note and Umland LLC  
725 Heartland Trail, Suite 300  
Madison, WI 53717

Part of 062/0608-134-8100-4  
(Parcel Identification Number)

**NOW, THEREFORE**, Declarant does hereby declare that the Property shall be owned, transferred and conveyed subject to the terms, covenants and conditions of this Declaration as follows:

1) **Private Storm Water Drainage Easement.** The Property is hereby made subject to a non-exclusive, perpetual easement for surface and subsurface storm water drainage purposes over, upon, across and through the Easement Area (the "**Private Drainage Easement**"). The Frostwood Valley Homeowners Association, Inc., a Wisconsin non-stock corporation (the "**Association**") shall be responsible for Maintenance, as that term is defined in this Declaration.

2) **Maintenance.** As used herein, the term "**Maintenance**" shall mean insuring that the surface of the Private Drainage Easement is maintained in good condition and in working order, and that the grade thereof is not changed or modified in any way, such that the drainage swale is in conformance with the plans and specifications to which it was originally constructed, and as are on file with the Town of Verona (the "**Town**") and any and all rules, regulations and ordinances of the Town. Maintenance includes, without limitation, clearing the Easement Area of any down trees, rubbish or other debris that could alter the flow of water in any material respect. All Maintenance shall be at the sole cost and expense of the Association. Notwithstanding the foregoing, if required in writing by the Association, the fee simple owner or owners of any portion of the Easement Area (an "**Owner**") shall be responsible for mowing that part of the Easement Area owned by such Owner within ten (10) days after the Association's written request. Should any Owner fail to timely mow such part of the Easement Area owned by such Owner after written request by the Association, then the Association may mow such area and assess the cost and expense to the Owner failing to mow such portion of the Easement Area. No Owner may construct any improvements or plant any trees, shrubs or other plantings (collectively "**Improvements**") within the Private Drainage Easement if any such Improvements

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**WHEREAS**, the Declarant wishes to provide for a drainage easement across a portion of the Property legally described and depicted on Exhibit B, attached hereto and incorporated herein by reference (the “**Easement Area**”).

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would obstruct, alter or interfere with the flow of water in any material respect within the Private Drainage Easement. For so long as the Property is subject to the condominium form of ownership under Wisconsin law now or in the future, all Improvements shall be subject to the declaration of condominium and condominium plat of such condominium, as the same may be amended and restated from time-to-time. If any such Improvements shall be constructed or placed within the area of the Private Drainage Easement and such Improvements obstruct, alter or interfere with the flow of water in any material respect, the Association, may, upon reasonable notice, enter upon the Property, remove the Improvements and charge the cost thereof to the offending Owner.

3) **Amendments.** At any time until Declarant no longer owns any portion of the Property, Declarant may amend this Declaration without the consent of the Owners, their mortgagees, or any other party in Declarant's sole discretion. After the Declarant no longer owns any portion of the Property, this Declaration may be amended by an instrument signed by all Owners, the Association and the Town.

4) **Miscellaneous.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Declaration shall be binding upon the parties hereto, and their respective heirs, successors and assigns, and shall be deemed to run with the land described herein. In the event of any litigation arising under this Declaration, the prevailing party shall be entitled to collect from the non-prevailing party, the prevailing party's court costs and reasonable attorney fees.

Dated as of the date and year first above written.

[See attached signature page.]


**\*DECLARANT\***

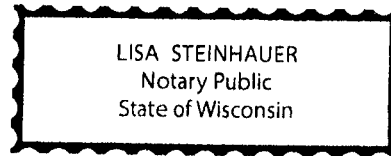
**FROSTWOOD FARM VI, LLC**

By:   
C.J. Raymond, Manager

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF DANE        )

Personally came before me this 17<sup>th</sup> day of July, 2025, the above-named C.J. Raymond, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

  
Print Name: Lisa Steinhauer  
Notary Public, State of Wisconsin  
My Commission Expires: 09-20-2025



**DOCUMENT DRAFTED BY:**

Attorney Timothy F. Umland  
Paradise, Van Note and Umland LLC  
725 Heartland Trail, Suite 300  
Madison, WI 53717

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Being a part of 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 Southeast corner of Section 13;  
thence North 01°00'09" East 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, 33.01 feet to the point of beginning;  
thence South 89°23'33" West along the South line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,271.61 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, 239.89 feet to a point on the West right-of-way line of Fitchrona Road;  
thence South 00°57'07" West along the West right-of-way line of Fitchrona Road, 78.26 feet;  
thence South 01°00'09" West along the West right-of-way line of Fitchrona Road, 1,320.71 feet to the point of beginning.  
Containing 1,688,387 square feet, (38.76 acres), more or less.

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Tomas A. Toro-Santos  
Professional Land Surveyor, No. 3034-8  
G & A Job No. 224-89  
Dated: March 14, 2025

## **EXHIBIT B**

Being a part of Lot 2, Certified Survey Map, No. 7731 as recorded in Volume 40 of Certified Survey Maps, page 250 as Document No. 2659856, and Frostwood Valley Condominium as recorded in Volume \_\_\_\_ of Plats, page \_\_\_\_\_ as Document No. \_\_\_\_\_, located in 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;  
thence South 89°32'54" West along the North line of the Northeast Quarter of the Southeast Quarter, 606.01 feet to the point of beginning;  
thence South 45°58'44" East along the North line of Unit 13 of Wedgewood Valley Condominium, 52.04 feet;  
thence South 85°45'19" East along the North line of Unit 13 of Wedgewood Valley Condominium, 178.72 feet;  
thence South 11°59'42" East along the East line of Unit 14 of Wedgewood Valley Condominium, 256.85 feet;  
thence South 36°52'14" East along the Northeast line of Units 15 & 16 of Wedgewood Valley Condominium, 404.66 feet;  
thence South 01°00'09" West along the East line of Unit 16 of Wedgewood Valley Condominium, 112.67 feet;  
thence North 88°59'45" West along the South line of Unit at of Wedgewood Valley Condominium, 30 feet;  
thence North 01°00'09" East, 102.37 feet;  
thence North 36°52'14" West, 400.98 feet;  
thence North 11°59'41" West, 200.51 feet;  
thence North 86°26'31" West, 46.00 feet;  
thence South 85°03'29" West, 96.26 feet;  
thence North 75°18'28" West, 161.04 feet;  
thence North 80°30'25" West, 124.44 feet;  
thence North 54°13'57" West to a point on the North line of Unit 12 of Wedgewood Valley Condominium, being also the North Quarter line of the Northeast Quarter of the Southeast Quarter of Section 13, 100.78 feet;  
thence North 89°32'54" East along the North line of Units 12 and 13 of Wedgewood Valley Condominium, being also the North Quarter line of the Northeast Quarter of the Southeast Quarter of Section 13, 302.61 feet to the point of beginning.  
Containing 58,851 square feet, (1.35 acres), more or less.

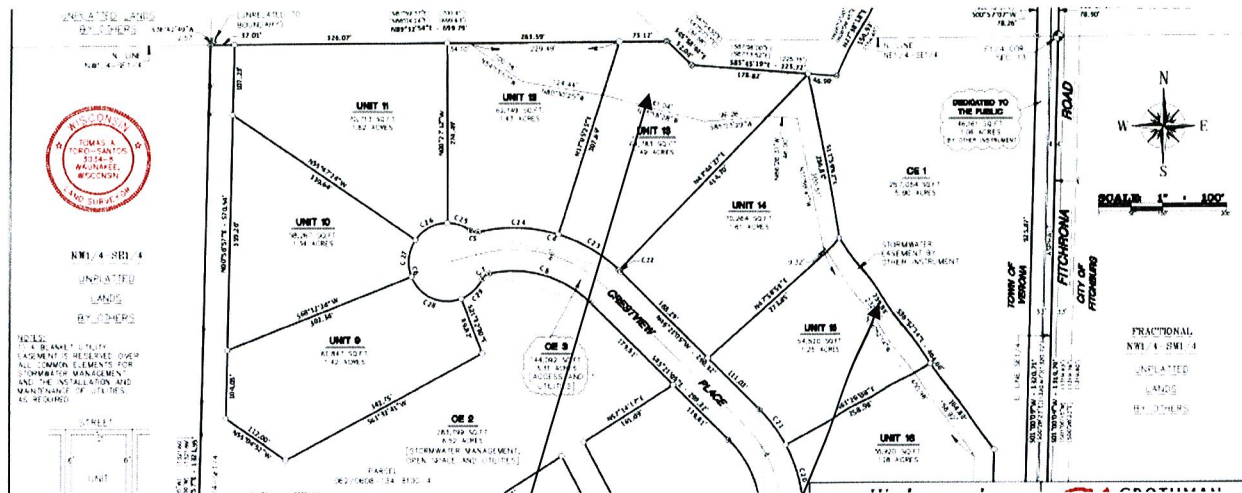
THIS DESCRIPTION WAS PREPARED BY: GROTHMAN & ASSOCIATES, S.C.  
TOMAS A. TORO-SANTOS

Professional Land Surveyor, No. 3034-8

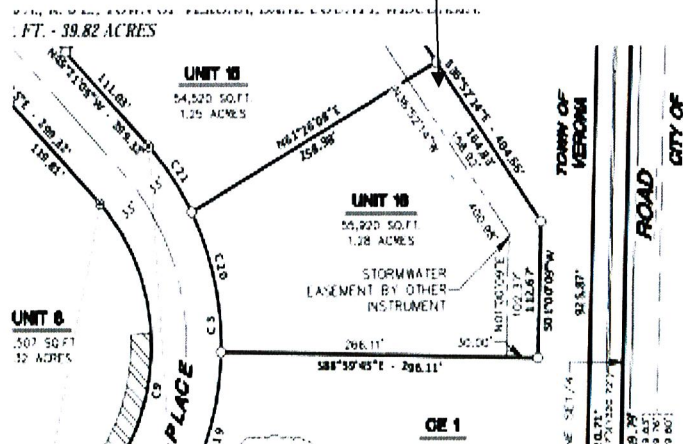
Dated: March 17, 2025

File No.: 224-89

## DEPICTION OF EASEMENT AREA FOLLOWS



Easement Area Crosshatched



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