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RONALD A. VOIGT

OZAUKEE COUNTY

REGISTER OF DEEDS

RECORDED ON

10/30/2023 01:02 PM

REC FEE: 30.00

TRANS FEE:

PAGES: 6

EXEMPT #:

**STORM WATER FACILITIES
MAINTENANCE & EASEMENT
DECLARATION AND
AGREEMENT**

Document Number

Document Name

THIS STORM WATER FACILITIES MAINTENANCE AND EASEMENT AGREEMENT (hereinafter "**Agreement**"), is made and entered into as of Sept 29, 2023 by and between **Lakeview Partners**, ("**Owner**"), and the City of Mequon ("**City**").

WHEREAS Owner owns certain real property situated in City of Mequon, Ozaukee County, Wisconsin, described on Exhibit B attached hereto and incorporated herein by reference ("**Property**"); and

WHEREAS, Owner desires to declare and establish certain nonexclusive easements over and across a portion of Property with regard to **rain gardens**, and related facilities, which areas are described and illustrated on Easement Exhibit ("**Easement Area**") and a covenant and non-exclusive, perpetual easement for the maintenance of **rain gardens**, and related facilities to be constructed in accordance with the plans and specifications for Storm Water Facilities approved by the City of Mequon on 9/14/23; and Milwaukee Metropolitan Sewerage District on 9/14/23.

WHEREAS, the City has, pursuant to its ordinances and engineering standards regulating land development and design and performance standards associated therewith, imposed certain conditions to ensure, in part, compliance with such requirements; and

WHEREAS, Owner desires to make certain other covenants and agreements as hereinafter are more specifically set forth with regard to such requirements.

NOW, THEREFORE, in consideration of the foregoing, including the plan approvals by the City of Mequon, and the covenants and declarations as hereinafter set forth, and in obedience to the ordinances and engineering standards of the City of Mequon, IT IS DECLARED as follows:

1. DECLARATION OF A PERPETUAL EASEMENT. Owner hereby declares and reserves for itself, its successors, and assigns, forever, the covenants contained herein, and a non-exclusive easement, for the benefit of Property, in the Easement Area, including the right and authority to construct, use, operate, maintain and repair (including reconstruction) the approved storm water facilities, including but not limited to the **rain gardens**, detention pond and related facilities, and tributary connections ("**Storm Water Facilities**") in the Easement Area.

2. REPAIR & MAINTENANCE Owner, its successors, and assigns, shall be responsible for repair, maintenance and recertification of the **rain gardens**, detention pond and related facilities constructed within the Easement Area. Such maintenance may include, but not be limited to, providing normal, usual and customary cleaning and maintenance, which may include litter control, grass swale stabilization, outlet structure inspection and maintenance, and maintenance of all surrounding grass areas and landscaping so that the **rain gardens**, detention pond and related facilities continue to meet the same performance standards in accordance with which they were originally constructed as provided in Section 58-678 of the Mequon Code or any successor provision(s) of the Code. If, in the opinion of the City engineer of the City of Mequon, owner or its successors or assigns, fails to repair or maintain, or recertify such Storm Water Facilities in accordance with Section 58-678 of the Mequon Code, the City may give owner, its successors or assigns written notice requiring that the failure be cured within thirty (30) days (or such other reasonable period of time) thereafter. If owner or its successors or assigns fails to comply with the demands of the notice, it shall be subject to the remedies and penalties provided in Section 58-678 of the Mequon Code, or any successor provision(s) of the Code, and the City shall have the right but not the

Recording Data

Name and Return Address

Kristen B. Lundeen
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

\$30

15-187-0002.000

Parcel Identification Number (PIN)

obligation to enter upon the property to provide the required repair, maintenance or recertification, and to charge the cost thereof, including administrative charges, to Property pursuant to Section 66.0627, Wisconsin Statutes. In exercising its obligations hereunder for future maintenance, repair, replacement and recertification, to the extent such work causes or results in removal of or damage or destruction to landscaping plantings, features, elements or amenities of a landscaping plan approved by the City of Mequon, owner, or its successors or assigns shall cause the replacement of said landscaping plantings, features, elements or amenities, unless the reestablishment of the same, or a particular part thereof, would be deleterious to the **rain gardens**, detention pond and related facilities, and the City of Mequon agrees to such omission.

3. **RIGHT TO DELEGATE.** The benefits, burdens and covenants declared and established herein shall run with the land, and to the extent that they require affirmative exercise shall be obligations of the owner of the Property. Owner, its successors in interest and assigns, hereby reserves the right to delegate its responsibilities under this Declaration and Agreement to its agents and contractors, including but not limited to the perpetual right to enter upon the Property, at any time that it may see fit, and construct, maintain, use and repair and recertify all Storm Water Facilities, however, such delegations shall not relieve the owner of the Property of the ultimate responsibility to carry out its obligations hereunder.

4. **RESERVATIONS.** Owner, its successors in interest and assigns, hereby reserves for itself the right to the use of the storm water system and Storm Water Facilities as may be installed in the Easement Area, subject to all applicable governmental rules, regulations and approvals. Owner and its successors and assigns hereby reserves to itself the right to make such use of the land included within the Easement Area subject to all governmental rules, regulations and approvals, as will not unreasonably disturb or interfere with such Storm Water Facilities or prevent ingress and egress thereto for the purposes of construction, operation, use, maintenance, and repair (including reconstruction) thereof. Subject to all governmental rules and regulations, owner reserves the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements, parking and access easements, and may install paving, curb and gutter, landscaping, signs and other improvements within the Easement Area which are not inconsistent with the grant of the easement herein contained or applicable municipal approvals for Property. Owner and its successors and assign hereby reserves for itself the right, at its sole cost and expense, to relocate the Easement Area and any Storm Water Facilities located therein, upon consent from the City, which consent shall not be unreasonably withheld or delayed.

5. **LIENS.** Subject to Section 2 above, and except in so far as owner or its successor or assign owes sums for charges for special services to the City of Mequon or a contractor retained by the City of Mequon to cure failure to maintain, repair, replace or recertify the **rain gardens**, detention pond and related facilities, and landscaping removed, damaged or destroyed as a result of said work, in the event any liens are filed against Easement Area, or any part thereof, in connection with any work performed by or on behalf of City in connection with any act or omission of City pursuant to this Agreement, City shall cooperate with owner to have the liens discharged of record.

6. **NOTICES.** Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national express service such as FedEx, in the case of **Owner**, addressed to it at 14141 N Lake Shore Ln. or at such other address as specified in writing by owner, its successors, or assigns.

7. **EXHIBITS.** All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

8. **RECORDING.** The Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

9. **GOVERNING LAWS.** The laws of the State of Wisconsin shall apply to the Agreement.

10. **SEVERABILITY.** If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **BINDING ON FUTURE PARTIES.** The perpetual easement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

EASEMENT LEGAL DESCRIPTION

PART OF LOT 2 OF LAKESHORE ESTATES, BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF LAKESHORE ESTATES, THENCE S 01°57'37" E, ALONG THE EAST LINE OF LOT 2 OF LAKE SHORE ESTATES, 23.00 FEET; TO THE POINT OF BEGINNING, THENCE S 88°02'23" W, 201.42 FEET; THENCE S 01°57'37" E, 79.93 FEET; THENCE N 88°02'23" E, 18.78 FEET; THENCE N 01°57'37" W, 24.22 FEET; THENCE S 88°02'23" W, 13.79 FEET; THENCE N 01°57'37" W, 50.71 FEET; THENCE N 88°02'23" E, 186.43 FEET; THENCE S 01°57'37" E, 150.69 FEET; THENCE S 55°32'06" W, 122.59 FEET; THENCE S 88°02'23" W, 25.07 FEET; THENCE S 01°57'37" E, 22.29 FEET; THENCE N 88°02'23" E, 26.62 FEET; THENCE N 01°57'37" W, 17.35 FEET; THENCE N 55°32'06" E, 126.68 FEET; THENCE N 01°57'37" W, 153.43 FEET; THENCE N 88°02'23" E, 5.00 FEET TO THE EAST LINE OF LOT 2 OF LAKE SHORE ESTATES; THENCE N 01°57'37" W, ALONG THE EAST LINE OF LOT 2 OF LAKE SHORE ESTATES, 5.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED EASEMENT HAVING AN AREA OF 3,688 SQUARE FEET OR 0.085 ACRES.

Prepared By:



111 WEST 2ND STREET
OCONOMOWOC, WISCONSIN
262-367-7599

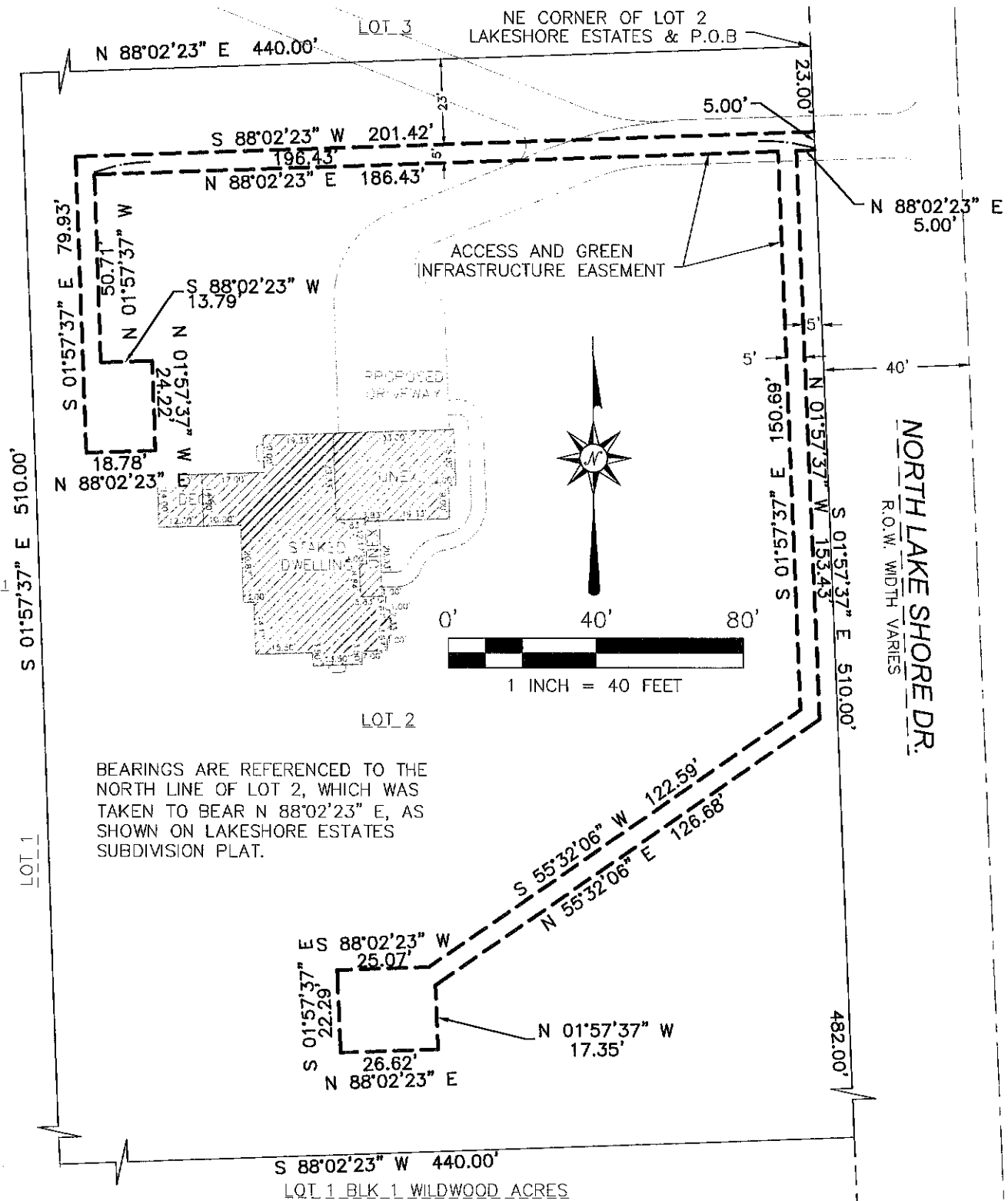
Prepared By:



111 WEST 2ND STREET
OCONOMOWOC, WISCONSIN
262-367-7599

EASEMENT EXHIBIT

PART OF LOT 2 OF LAKESHORE ESTATES, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF SECTION 5, T.9 N., R.22 E., CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



CLIENT LAKEVIEW PARTNERS, LLC	LOCATION NORTH LAKE SHORE DR. MEQUON OZAUKEE COUNTY, WI.	DATE 08/22/2023	 LAND SURVEYING • LAND PLANNING 1111 W. 2ND STREET OCONOMOWOC, WI 53066 WWW.LANDTECHWI.COM (262) 367-7599
PROJECT ESPIRE HOMES		REV.	
LAYOUT EXHIBIT		REV.	
DRAWING 23084 EASEMENT EXHIBIT.DWG	DRAWN BY LJS CHECKED BY MTO	JOB NO.	

OWNER

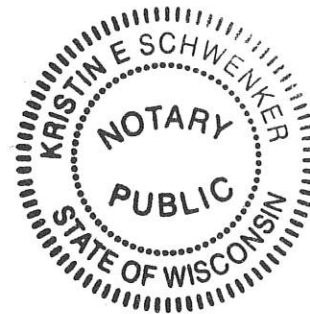
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 29 day of August, 2023, the above named Daryl Prusow to me known to be such person and acknowledge that he executed the foregoing instrument.

Kristine E Schwenker
Notary Public, State of Wisconsin
My Commission 8/21/2025



CITY OF MEQUON

Approved by: [Signature]
Brian C. Sajdak, City Attorney

By: [Signature]
John Wirth, Mayor

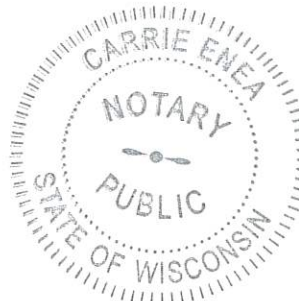
By: [Signature]
Caroline Fochs, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 24th day of October, 2023, the above named John Wirth and Caroline Fochs, Mayor and Clerk of the City of Mequon, respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Carrie Enea
Notary Public, State of Wisconsin
My Commission 8/10/25



Document Drafted By: City of Mequon