

Document Number

**ADDENDUM FOR STORM WATER
MANAGEMENT PRACTICES MAINTENANCE
AGREEMENT
Vista Run – Phase 4**

THIS AGREEMENT, made and entered into this 8th day of August, 2025, by and between Vista Run LLC, hereinafter called "Owner" or "Developer" and the Village of Sussex, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Village of Sussex, County of Waukesha County, State of Wisconsin, to-wit:

The Vista Run subdivision is identified as tax keys SUXV0227058005, SUXV0227058006, SUXV0227058008, described as a part of the Southwest 1/4 and Southeast 1/4 of Section 21, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, all of which will be known as the Vista Run subdivision, hereinafter called the "Property".

WHEREAS, the Owner is developing the property in phases; and

WHEREAS, the Stormwater Management Report for Phase 4 dated March 25, 2025 and the approved Plans for Phase 4 dated July 30, 2025, together known as SWMP – Proposed Drainage Exhibit, Site Grading Plans (C2.03-2.05), Pond Details (C2.07), and Site Road & Storm Sewer Plans (C3.00-3.08), and in conjunction with the Vista Run – Phase 1 Storm Water Management Practices Maintenance Agreement, all of which combined to be known as **Exhibit A** hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the Village and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of the Village, require that on-site storm water management practices relating to runoff as defined in Chapter 14 of the Village Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowner's association, in accordance with the plans and specifications approved by the Village and shown on the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including but not limited to, any homeowners association, shall regularly inspect the storm water management practices and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year, which shall constitute the maintenance schedule unless more frequent maintenance is required by the Vista Run Phase 4 Storm Water Practice Maintenance Plan (the "Maintenance Requirements"), attached to this Agreement as Exhibit B and by this reference made a part hereof, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board. The Operation and Maintenance Inspection Report for Stormwater Facilities, attached to this agreement as Exhibit C and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, and pond areas. All inspection reports shall be

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

C:\Users\Eric.Obarski\AppData\Local\Microsoft\Outlook\Attachments\00a-7a51a3b6-f3d4-4e33-af59-ede59114467a\23b96f22bd106af620bb3e4de923cb2c05fe8d759e7edbad586db21748989979\SWMA_Vista Run Phase 4_07-31-2025.docx

4845829

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 07, 2025 08:09 AM
James R Behrend
Register of Deeds

10 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address

Jennifer Boehm, Clerk-Treasurer
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

SUXV 0227-058-005

SUXV 0227-058-006

SUXV 0227-058-008

SUXV 0227182

Parcel Identification Number (PIN)

retained for a period of 7 years by the Owner with copies provided to the Village annually.

3. The Village, its successors and assigns, including any homeowners associations, shall inspect and adequately maintain the storm water management practices, including but not limited to all pipes and channels located within public easements built to convey storm water to the facilities, as well as all wet and dry ponds, infiltration basins, structures, improvements, and vegetation provided to control the quantity and quality of the storm water, except for specific annual maintenance activities such as grass mowing more frequently than recommended in the "Maintenance Requirements"; debris and litter control, and nuisance control. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with Vista Run Phase 4 Storm Water Practice Maintenance Plan (the "Maintenance Requirements"), attached as Exhibit B, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission, but not the obligation, to the Village, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints, and to determine whether the storm water management practices are being maintained and operated in accordance with this Agreement. If the Village exercises this authority, the Village shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable timeframe as established by Village Engineer unless otherwise required by the Village Engineer for public safety or wellness.
5. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition, consistent with the terms of the approved plans and specifications approved by the Village and does not perform the required corrective actions and inspections in the specified time, the Village may perform the corrective actions identified in the inspection report and issue a special charge to the Owner, its successors and assigns for the cost of such work pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by homeowners association, the Village may charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner outside of the area designated for the storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the Village.
6. The Owner, its successors and assigns, including any homeowners association, shall perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule shall be followed. The minimum amount of maintenance on the storm water management practices shall be in accordance with the Maintenance Requirements (Exhibit B) attached, if applicable.
7. In the event the Village pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the Village upon demand, within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents and employees, and the owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the Village may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the Village to enforce the terms of this agreement including, but not limited to, the performance of maintenance activities.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the Village with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

C:\Users\Eric.Obarski\AppData\Local\Microsoft\Outlook\Attachments\00a-7a51a3b6-f3d4-4e33-af59-e59114467a\23b96f22bd106af620bb3e4de923cb2c05fe8d759e7edbad586db21748989979\SWMA_Vista Run Phase 4_07-31-2025.docx

10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, such transfer, in addition to transferring the Property, shall transfer the custody of the Operation and Maintenance Inspection Reports for Stormwater Facilities, and shall transfer the obligations of this Agreement to the new owner, and to the extent the transfer is fully consummated thereby relieves the former owner from any and all liabilities and obligations under the terms of this Agreement. This section shall not be interpreted as relieving the Owner or its successors and assigns from any obligations to the Village that are not contained solely within this Agreement, however.
11. This Agreement may not be amended, altered or modified except by a written agreement executed by Owner and the Village. Provided, however, this provision shall not be construed to prevent the Village from amending Chapter 14 of the Village Municipal Code from time to time.

Dated this 8th day of August, 2025

OWNER

By: Vista Run LLC

Bryan Lindgren

Its: Authorized Signatory

By: 
Its: Authorized Signatory

STATE OF WISCONSIN)

) ss.

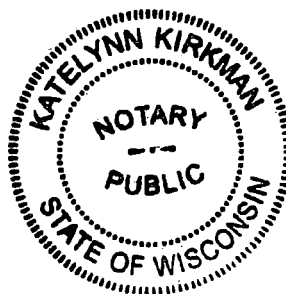
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 8th day of August, 2025, by Katelynn Kirkman, the owner of the Village of Sussex

State of Wisconsin, County of Waukesha

My commission expires: 12/11/2028

Acting in the County of Waukesha



This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

C:\Users\Eric.Obarski\AppData\Local\Microsoft\Olk\Attachments\00a-7a51a3b6-f3d4-4e33-af59-ede59114467a\23b96f22bd106af620bb3e4de923cb2c05fe8d759e7edbad586db21748989979\SWMA_Vista Run Phase 4_07-31-2025.docx

Exhibit B

Vista Run Phase 4 Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 2 of this Agreement by the Village.

System Description:

The proposed Vista Run Phase 4 subdivision is a 50-lot single family development on 27 acres, located south of C.T.H. VV and east of Mary Hill Rd. This Phase is directly west of the existing Phase 3 of the development.

The site is characterized by large wetland complexes scattered throughout the development. The eastern half of the development contains the smaller lots, condominium, and town homes. The western half of the development will contain larger lots and connects to Mary Hill Road. One storm water basin, Basin 7, was completed in Phase 3 and was designed to service part of Phase 3 and part of Phase 4. Another basin, Basin 8, has been designated to service the remainder of Phase 4. Basin 7 and 8 will discharge directly into Sussex Creek. Basin 7 and 8 are Wet-Detention Basins and subject to the Routine Maintenance requirements that were contained within Exhibit B (Phase 1) and are noted below:

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. All outlet pipes must be checked periodically to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. When sediment in the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be tested per State regulations to determine if landfilling is necessary. Sediment removed from the ponds shall be disposed of in accordance with applicable local, State and Federal guidelines and regulations.
7. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the Village.

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macý

C:\Users\Eric.Obarski\AppData\Local\Microsoft\Outlook\Attachments\00a-7a51a3b6-f3d4-4e33-af59-ede59114467a\23b96f22bd106af620bb3e4de923cb2c05fe8d759e7edbad586db21748989979\SWMA_Vista Run Phase 4_07-31-2025.docx

Exhibit B (continued)

8. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Village under the provisions listed on page 1 and 2 of this Agreement.

Wet Detention Ponds**I. ROUTINE MAINTENANCE****A. Mowing**

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least once per year to prevent woody growth and control noxious weeds. Recommended mowing time is in the month of August of each year.
2. The Owner may more frequently mow areas adjacent to the entry drive, typically once every week to two weeks during a normal growing season, for aesthetic and allergy control purposes.
3. A 6 to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
3. Inspection priorities shall be as follows:
 - a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
 - b. Inspect the condition of the emergency spillway and overland flow path.
 - c. Inspect the pond for accumulation of sediment.
 - d. Inspect the outlet control structure for clogs, debris and material failures.
 - e. Inspect upstream and downstream channels from an erosion perspective.
 - f. Inspect any modifications that may have been done to the ponds following their initial construction.
 - g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
4. As-built plans shall accompany the person responsible for the pond inspections.
5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:
 - a. Inspectors name, affiliation and professional credentials if applicable.
 - b. Date, time and weather conditions.
 - c. Approximate rainfall total over a 24 hour period if applicable.
 - d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
 - e. Sediment depth at the outlet control structure and at a minimum one other location.
 - f. Identification of potential structural failures and repair needs.
 - g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
 - h. Repair recommendations.

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

Exhibit B (continued)

- C. Debris and Litter Removal.
 - 1. Debris and litter removal from the pond surface shall be completed at least once a month.
 - 2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.
 - D. Erosion Control.
 - 1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
 - 2. Corrective measures shall include regrading, filling and revegetation of the eroded or slumping areas.
 - 3. Permanent geosynthetic erosion matting (or rip rap) at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.
 - E. Nuisance Control.
 - 1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
 - 2. Maintaining the native grass perimeter will aide in the control of geese.
 - 3. Mechanical controls should be used when feasible.
- II. NON-ROUTINE MAINTENANCE
- A. Structural Repairs and Replacement.
 - 1. The outlets of the pond have been constructed utilizing concrete pipe and concrete materials. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
 - 2. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.
 - B. Sediment Removal.
 - 1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained.
 - 2. The sediment shall be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.
 - 3. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.
- III. RESPONSIBLE PARTY & FINANCIAL FUNDING
- A. The responsible party for the operation, inspection and maintenance of the wet ponds shall be The Village of Sussex and their heirs and assigns.
- IV. ADDITIONAL CONSIDERATIONS TO IMPROVE POND WATER QUALITY AND REDUCE MAINTENANCE COSTS.
- A. General.
 - 1. Improper disposal of yard wastes will affect the water quality of the wet ponds and may cause clogging of the outlet structure.
 - 2. Improper fertilizer and pesticide application will affect the water quality of the wet ponds and add to algae growth.

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

Exhibit B (continued)

3. Excess lawn watering will affect the water quality of the ponds due to increased water runoff that may contain fertilizers and pesticides.
- B. Yard Care.
1. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.
 2. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.
- C. Leaves and Yard Trimmings.
1. It is recommended that leaves and yard trimmings be properly disposed of.
 2. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.
- D. Lawn and Garden Fertilizers.
1. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the ponds.
 2. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.
- E. Lawn and Garden Pesticides.
1. Lawn and garden pesticides may pollute surface and ground water.
 2. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.
- F. Lawn Watering.
1. Excess lawn watering will wash pollutants into the wet ponds.
 2. Refer to the U.W. Extension's "Lawn Watering" for further information.
- G. Lawn Weed Control.
1. Proper turf management will lower the amount of the chemicals that may runoff into the wet ponds during rain events.
 2. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

This instrument was drafted by Village Engineer Judith A. Neu, based upon a form by Village Attorney John P. Macy

EXHIBIT C**Operation and Maintenance Inspection Report for Stormwater Facilities****Operation and Maintenance Inspection Report for Stormwater Management Ponds**

Inspector Name: _____

Inspection Date: _____

Company Name: _____

Subdivision: _____

Vista Run Phase 4

Company Address: _____

Address: _____

Company Phone No.: _____

Storm Water: ☒ Wet PondStormwater Pond: Basin 8☐ Dry BasinNormal Pool 953.5

Normally Dry _____

Items Inspected	Checked		Maintenance Needed		Inspection Frequency	
	Yes	No	Yes	No		
A. Embankments and Spillways						
1. Vegetation and ground cover adequate					A, S	
2. Embankment erosion / subsidence					A, S	
3. Animal burrows					A	
4. Unauthorized planting s/ woody vegetation					A	
5. Cracking, bulging, or sliding of earthen berm					A, S	
a. Upstream face					A, S	
b. Downstream face					A, S	
c. At or beyond toe					A, S	
d. Emergency spillway					A, S	
6. Seeps/leaks on downstream face					A, S	
7. Slope protection erosion mat or riprap failures					A, S	
8. Vertical and horizontal alignment of top of earthen berm as per "As-Built" plans					A, S	
9. Spillways clear of obstructions and debris					A, S	
10. Other (specify)						
B. Outlet Pipes						
Type: Concrete Pipe						
1. Low Flow Orifice Obstructed					Q, S	
2. Low Flow Trash Rack					A, Q, S	
a. Debris removal necessary					Q, S	
b. Corrosion control					A	

Inspection Frequency Key

A=Annually, Q=Quarterly, S=After Major Storm

Items Inspected	Yes	No	Yes	No	Frequency	Remarks
3. Concrete pipe condition					A	
4. Outfall channels functioning					A, S	
5. Other (specify)					A	
C. Wet Pond						
1. Undesirable vegetative growth					A	
2. Floating or floatable debris removal required					Q	
3. Visible pollution					Q	
4. Shoreline problems					A, S	
5. Sedimentation noted					A	
6. Sediment cleanout when depth 3 feet below outlet elevation					A	
7. Other (specify)					A	
E. Outfalls (into basin)						
1. Riprap failures					A, S	
2. Slope erosion					A, S	
4. Concrete V-notch weir					A, S	
5. Other (specify)					A	
Other						
F.						
1. Encroachments on basin or easement area					A	
2. Complaints from residents (describe on back)					A	
3. Aesthetics					A	
a. Grass mowing required						
b. removal required						
c. Other (specify)						
4. Any public hazards (specify)					A	

Inspection Frequency Key

A=Annually, Q=Quarterly, S=After Major Storm