DETENTION POND MAINTENANCE AND ACCESS AGREEMENT AND RELATED COVENANTS

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Name and Return Address

F. Patrick Matthews
Matthews Law Offices, S.C.
731 N. Jackson Street, Suite 800
Milwaukee, WI 53202

19.00

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WRDA HB Rev. 1/8/2004

DENTENTION POND MAINTENANCE AND ACCESS AGREEMENT AND RELATED COVENANTS

THIS DETENTION POND MAINTENANCE AND ACCESS AGREEMENT AND RELATED COVENANTS are made and entered into this 11 day of October, 2007, by and between W.W.Lange,LLC, hereinafter called the "Developer", and the City of Mequon, a municipal corporation, of Ozaukee County, Wisconsin, hereinafter called the "City".

WITNESSETH;

WHEREAS, the Developer and the City have entered into that certain Development Agreement dated August 28, 2007 ("Development Agreement"), relating to the development of River Birch Place, a subdivision located in the City and legally described in Exhibit A attached hereto; and

WHEREAS. Developer has subdivided the Property and desires to establish for the benefit of itself and the owners of the lots in the Property certain nonexclusive easements in, to, over and across portions of the Property for one detention pond and related facilities and a perpetual easement for the maintenance of the detention pond and related facilities; and

WHEREAS, the City has, pursuant to its land division and zoning ordinances, and engineering standards regulating land development and design and performance standards associated therewith, imposed certain conditions upon plat and other approvals, and the parties have entered into a Development Agreement to insure, in part compliance with such requirements; and

WHEREAS, Developer desires to make certain other covenants and agreements as hereinafter are more specifically set forth, in order to provide for compliance with such requirements now and in the future.

NOW, THEREFORE, in consideration of the payment of $1.00 and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The detention pond, which is to be constructed in accordance with the Department of Public Works Engineering Division City Engineer's Report in Exhibit B to the Development Agreement, shall be perpetually maintained and cared for in accordance with the standards of the City Engineering Department, the City Ordinances and the rules of Milwaukee Metropolitan Sewage District such that they are maintained to the same design and performance standards to which they were constructed, and accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

2. The initial maintenance obligations shall be the responsibility of the Developer until the "River Birch Place Homeowners Association, Inc."(Association") is incorporated, at which time pursuant to the "Declaration of Restrictions and Homeowners Association for River Birch Place ("Declarations") the detention pond shall be maintained by the Association.

3. If in the opinion of the City of Mequon, either the Developer, in keeping with the limitation upon its responsibility as expressed below or subsequently, the Association fails to maintain such detention pond as provided in the Development Agreement and this Agreement, the City may give the Developer

or subsequently, the Association written notice by first class mail to cure the failure to maintain within thirty (30) days of the date of said notice. If the Developer or subsequently, the Association fails to comply with the demands of the notice, the City shall have the right to provide the required maintenance and assess the costs of such work against the Association members as current charges for special services pursuant to Section 66.0627 of Wisconsin Statues, or by special assessments pursuant to Section 66.0703,et seq., Wisconsin Statutes.

4. Developer covenants and the City acknowledges that the "River Birch Place Homeowners Association, Inc." will be created or caused to be created by the Developer as a non-stock Wisconsin Corporation, the existence of which shall be perpetual, and the members of which will be the individual owners of the lots in River Birch Place, solely by virtue of the fact of ownership of one or more of such lots. Said Association shall have the responsibility for the perpetual care and maintenance of the detention pond and all stormwater facilities within the Development, and shall have the power to assess its members to raise such sums as shall be necessary to carry out such responsibility. The City further acknowledges that the Developer intends to impose, through recordation of the "Declaration and Restrictions and Homeowners Association for River Birch Place", the above referred to maintenance responsibility upon the Association. However, it is distinctly understood and agreed that the Developer remains liable for the maintenance prior to the creation of the Association.

5. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

6. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

7. Recording. The Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

8. Governing Laws. The laws of the State of Wisconsin shall apply to the Agreement.

9. 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.

10. Binding of Future Parties. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to benefit of and be binding upon the parties, their successors and assigns

THE CITY OF MEQUON

COMMON COUNCIL

Christine Nuernberg, Mayor

DEVELOPER

River Birch Place
By: W.W. Lange, LLC

by: W.W. Lange,
Managing Member

Lee Szymborski, City Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 1 day of February, 2008, the above –named Christine Nuernberg, Mayor and Lee Szymborski, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Debra E. Haberman

Notary Public, State of Wisconsin
My commission Expires: 6.19.11

STATE OF WISCONSIN)
) SS
Ozaukee County)

Personally came before me this 11 day of OCTOBER, 2007, the above-named W. W. Lange, as Managing Member of W.W. Lange,LLC to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Gay-Anne L. Straub

Notary Public, State of Wisconsin
My Commission

Expires: 2/13/2011

RIVER BIRCH LEGAL DESCRIPTION

Parcels 1 & 2 of Certified Survey Map No. 946 and lands, being a part of the Southwest ¼ of the Southeast ¼ of Section 22, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast ¼ of said Section 22; thence N1°06'50"W (also rec. as N1°06'51"W) along the West line of said ¼ Section, 455.30 feet to the point of beginning of the land to be described; thence continuing N1°06'50"W (also rec. as N1°06'51"W) along the West line of said ¼ Section and the West line of Certified Survey Map No. 946, 558.62 feet to Northwest corner of Parcel 2 of Certified Survey Map No. 946; thence N89°38'32"E (also rec. as N89°38'31"E) along the North line of said Parcel 2, 525.87 (also rec. as 535.97) feet to a point in the West line of Certified Survey Map No. 3366; thence S1°31'15"E (also rec. as S0°36'29"E) along the West line of said Certified Survey Map No. 3366, 209.75 (also rec. as 210.64) feet to the Southwest corner of said Certified Survey Map No. 3366; thence N88°38'32"E (also rec. as N88°38'31"E) along the South line of said Certified Survey Map No. 3366, 174.30 (also rec. as 168.00) feet to a point in the East line of Parcel 2 of Certified Survey Map No. 946 and the West line of Lot 5, Block 1, Assessor's Plat; thence S0°36'28"E (also rec. as S0°36'29"E) along the East line of said Parcel 2 of Certified Survey Map No. 946 and the West line of Lot 5, Block 1 Assessor's Plat, 622.14 (also rec. as 621.10) feet to the Northeast corner of Lot 6, Block 1, Assessor's Plat; thence S88°38'32"W (also rec. as S88°38'31"W) along the North line of Lot 6, Block 1, Assessor's Plat, 73.90 feet to a point in the East line of Lot 7, Block 1, Assessor's Plat; thence N1°36'17"W (also rec. as N0°36'29"W) along the East line of said Lot 7, 1.85 feet to the Northeast corner of said Lot 7; thence S88°38'32"W (also rec. as S88°38'31"W) along the North line of said Lot 7 and Lot 8, Block 1, Assessor's Plat, 120.70 (also rec. as 118.15) feet to the Northwest corner of said Lot 8; thence S1°36'17"E (also rec. as S0°36'29"E) along the West line of said Lot 8, 141.68 to a point in the North right of way line of W. Mequon Rd. (S.T.H. "167"); thence N85°22'39"W along said North right of way line, 258.49 feet to a point in the West line of Parcel 1 of certified Survey Map No. 946; thence N1°06'50"W (also rec. as N1°06'51"W) along the West line of said Parcel 1, 248.00 feet; thence S88°38'32"W, 145.52 feet; thence N1°06'50"W, 147.30 feet; thence S88°38'32"W, 100.00 feet to the point of beginning.

Said lands containing 12.211 acres of land, more or less.