

Storm Water Management Practice Maintenance Agreement

Swing Time Golf LLC, as "Owner" of the property described below, in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Waukesha, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Waukesha of Storm Water and Erosion Control Permit termination, as described below.

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water and Erosion Control Permit termination by the City of Waukesha in accordance with Chapter 32 of the City Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha may require work to be done which differs from the report described in paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Waukesha of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 14 day of April, ~~2017~~ ²⁰²⁰ ~~Swiss~~

Owner:

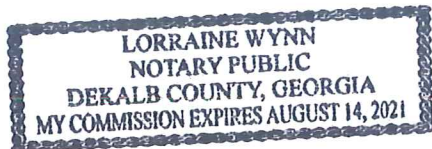
Jake Spencer
(Owners Signature)

Jake Spencer

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 14 day of April, 2020, the above named Swing Time Golf LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.



Lorraine Wynn
[Name] Dekalb GA
Notary Public, Waukesha County, WI
My commission expires: 8-14-2021

This document was drafted by:

TERESA CURRY
307 Ashgrove Ct.
Woodstock, GA 30188
[Name and address of drafter]

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ___ day of _____, 201_.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2020, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

Exhibit A – Legal Description

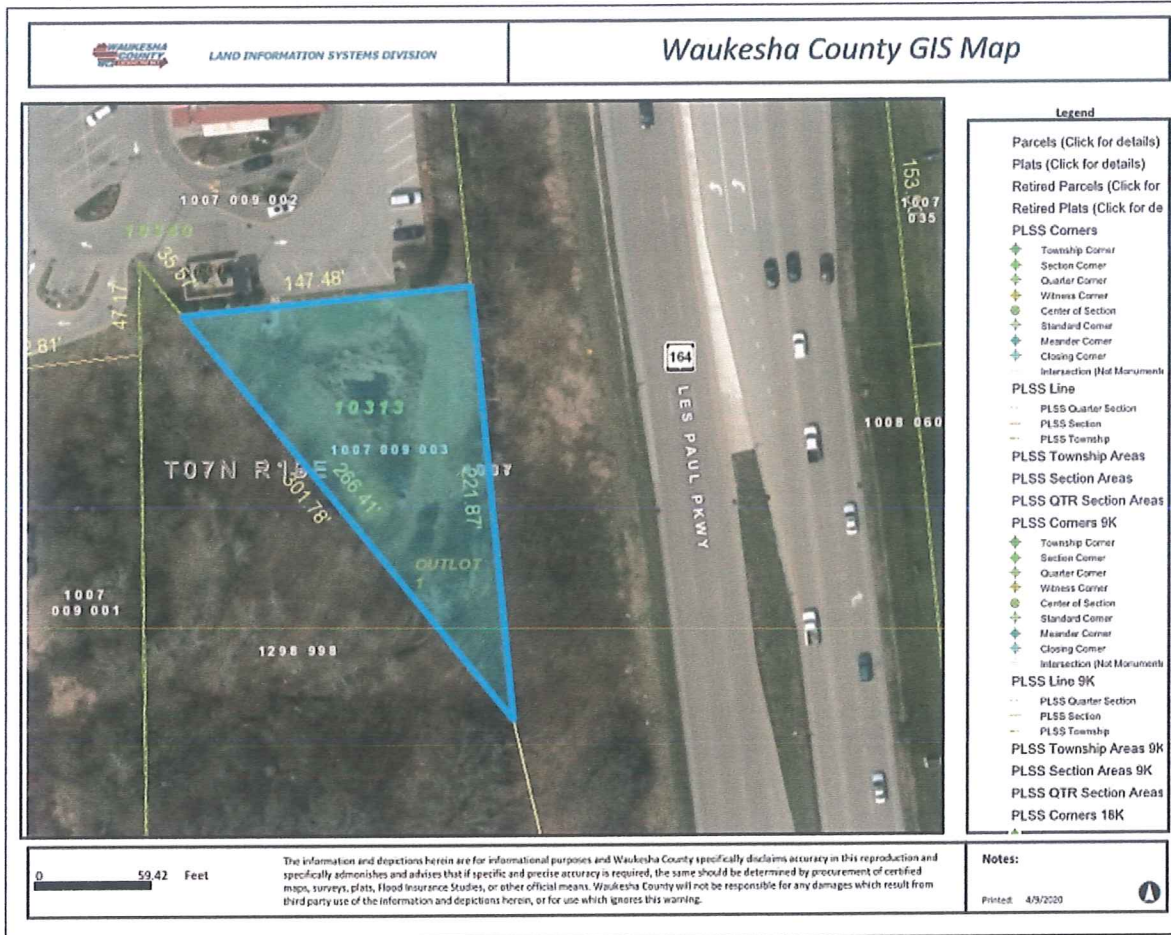
The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: Project site south of the McDonald's restaurant located at 1635 E. Main Street.

Acres: 0.3755

Map Produced By: Axis Infrastructure, 1111 Cambridge Square, Alpharetta, Georgia 30009

Legal Description: OUTLOT 1 CSM NO 10313 (V97 CSMP295) REDIV LOT 1 CSM NO 6467 PT SW1/4 SEC 36 T7NR19E .37 AC DOC NO4304662. Per Waukesha GIS maps



New CSM



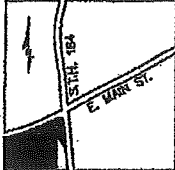
3453059

CERTIFIED SURVEY MAP NO. 10340

A REDIVISION OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10313, IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

VICINITY MAP

1" = 2000'



SW 1/4 SECTION 36-7-19



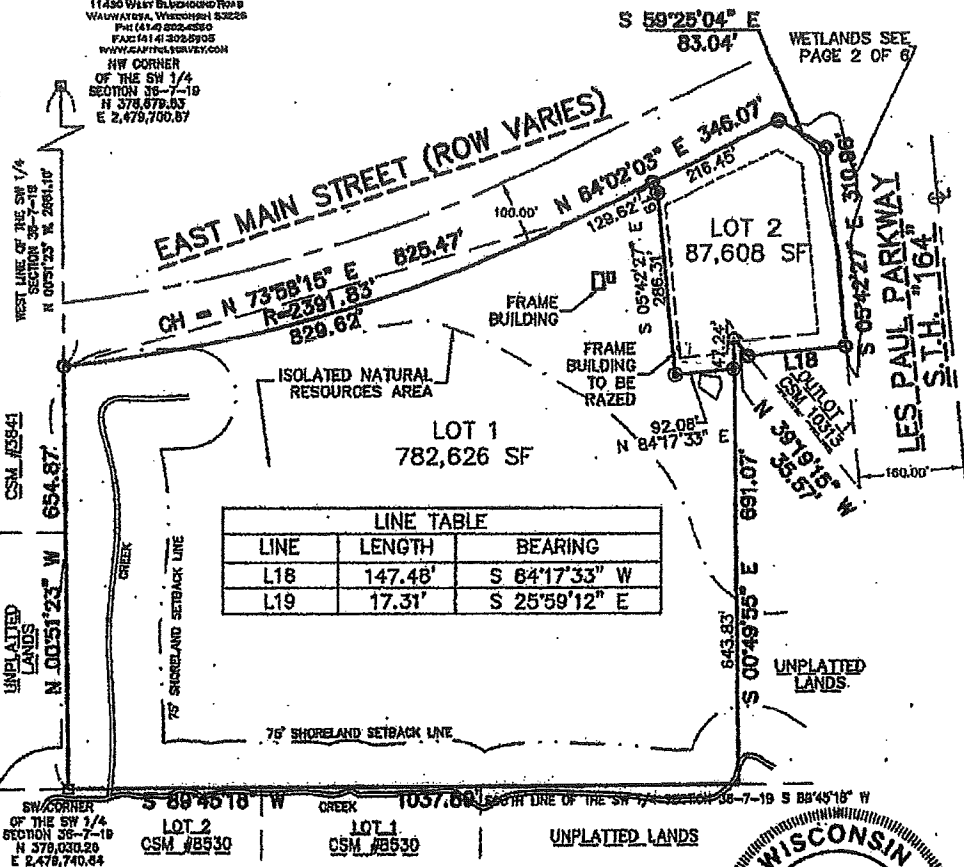
CAPITOL SURVEY & ENGINEERING
11450 WALKER BLVD
WAUKESHA, WISCONSIN 53226
PH (414) 202-5500
FAX (414) 202-5905
WWW.CAPITOLSURVEY.COM

HW CORNER OF THE SW 1/4 SECTION 36-7-19
N 378,879.53
E 2,479,760.67

- INDICATES IRON PIPE FOUND.
 - ⊙ INDICATES 1" BORN DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
 - ⊠ INDICATES CONCRETE MONUMENT WITH BRASS CAP FOUND.
- ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 36-7-19, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH (APRIL 2001 DATUM).

NOTES:
PER CSM #467, THERE SHALL BE A 10' WIDE TEMPORARY SLOPE EASEMENT ACROSS THE NORTH AND EAST BOUNDARIES OF THE MAP. SAID EASEMENT NOT TO BE PERMANENTLY IMPROVED AND TO BE IN EFFECT UNTIL CONCRETE SIDEWALK IS INSTALLED.

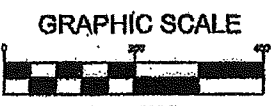


SW CORNER OF THE SW 1/4 SECTION 36-7-19
N 379,030.20
E 2,479,740.64

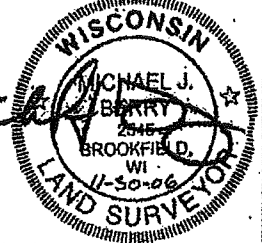
LOT 2 CSM #2530

LOT 1 CSM #2530

UNPLATEL LANDS



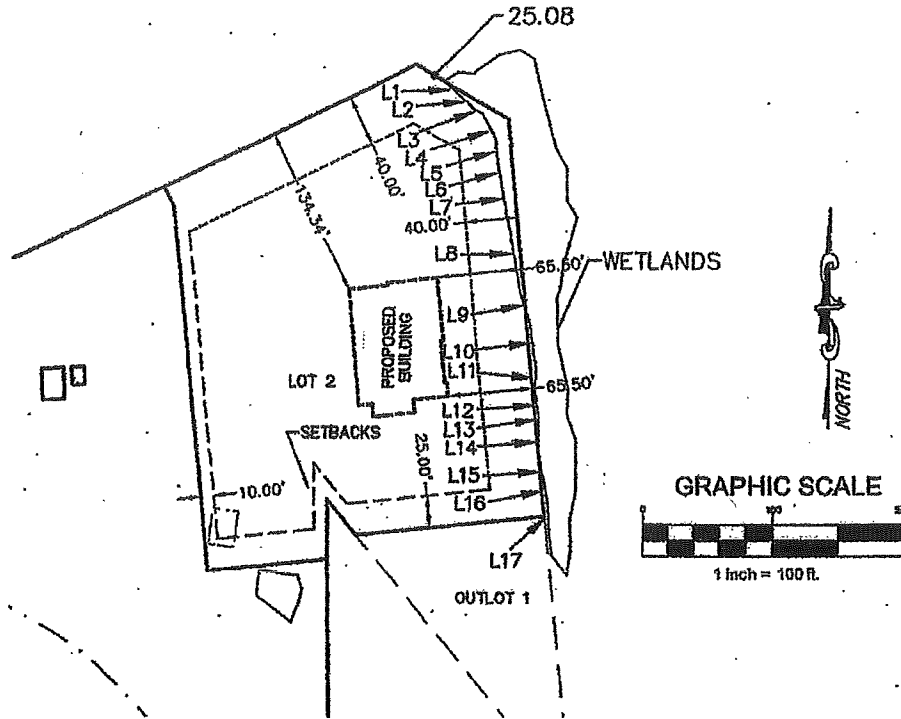
THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY REVISED 1/12/07 PAGE 1 OF 6



CERTIFIED SURVEY MAP NO. 10340

A REDIVISION OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10313, IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

SETBACK AND WETLAND EXHIBIT



REVISED 1/12/07

WETLAND LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°56'21"E	18.04
L2	S48°49'44"E	11.67
L3	S57°35'27"E	9.57
L4	S28°50'47"E	22.37
L5	S04°26'36"E	18.78
L6	S10°31'23"E	17.90
L7	S08°58'04"E	24.32
L8	S10°44'50"E	61.97
L9	S18°58'22"E	19.41
L10	S08°30'14"E	40.87
L11	S03°32'08"W	14.07
L12	S07°34'17"E	22.12
L13	S01°37'50"E	7.20
L14	S01°01'53"E	29.08
L15	S16°40'29"E	11.68
L16	S08°28'58"E	23.08
L17	S03°06'59"E	22.28

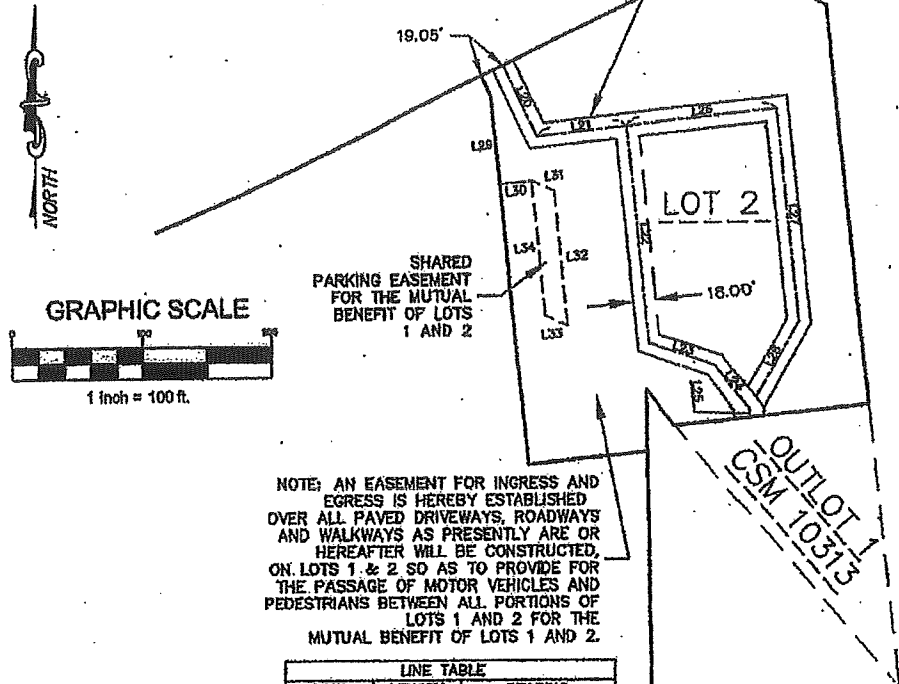
THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

PAGE 2 OF 6

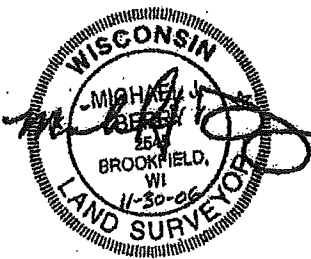
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EASEMENT EXHIBIT



LINE TABLE		
LINE	LENGTH	BEARING
L20	60.28	S25°59'12"E
L21	69.98	N84°17'33"E
L22	168.89	S05°42'27"E
L23	54.73	S70°48'59"E
L24	42.49	S35°42'27"E
L25	8.50	S05°42'27"E
L26	115.25	S84°17'33"W
L27	184.92	N05°42'27"W
L28	67.76	N29°08'13"E
L29	67.45	S08°42'27"E
L30	24.99	N84°17'33"E
L31	19.05	S85°42'27"E
L32	105.08	S05°42'27"E
L33	19.05	N85°42'27"E
L34	105.08	N08°42'27"W



REVISED 1/12/07

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CERTIFIED SURVEY MAP NO. 10340

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

I, MICHAEL J. BERRY, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10313, IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 19 EAST, SAID CORNER BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 00°51'23" W 654.67 FEET; THENCE NORTHEASTERLY 829.62 FEET ALONG THE ARC OF A CURVE WHOSE CENTER CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2391.83 FEET AND WHOSE CHORD BEARS N 73°58'16" E 826.47 FEET; THENCE N 64°02'03" E 346.07 FEET; THENCE S 59°26'04" E 83.04 FEET; THENCE S 05°42'27" E 310.96 FEET; THENCE S 84°17'35" W 147.48 FEET; THENCE S 00°49'55" E 691.07 FEET; THENCE S 89°45'16" W 1037.89 FEET TO THE POINT OF BEGINNING.

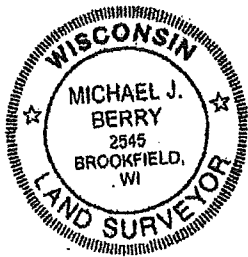
LANDS CONTAINING 870,234 SQUARE FEET OR 19.9778 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF SWING TIME II, INCORPORATED AND SENGCO DEVELOPMENT, LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.36 OF THE STATUTES OF THE STATE OF WISCONSIN AND REGULATIONS OF THE CITY OF WAUKESHA IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 30TH DAY OF NOVEMBER, 2006.



Michael J. Berry

MICHAEL J. BERRY
REGISTERED LAND SURVEYOR, S-2545
STATE OF WISCONSIN

REVISED 1/12/07

THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

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CERTIFIED SURVEY MAP NO. 10340

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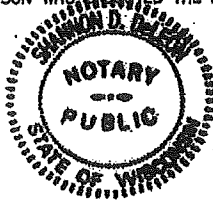
CORPORATE OWNER'S CERTIFICATE

SENCO DEVELOPMENT, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF WAUKESHA. IN WITNESS WHEREOF, SENCO DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROBERT SENEFF, AT Brookfield, WISCONSIN, THIS 17 DAY OF January, 2007

Robert Seneff
ROBERT SENEFF, MEMBER

STATE OF WISCONSIN) SS
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 17th DAY OF January, 2007 ROBERT SENEFF, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



Shannon D. Nelson
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 12/17/07

CONSENT OF CORPORATE MORTGAGE

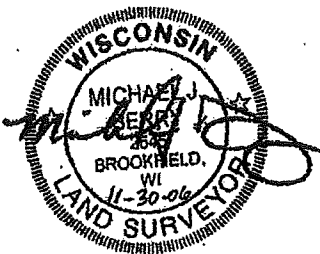
LINCOLN STATE BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF SENCO DEVELOPMENT, LLC, AS OWNER OF SAID LAND.

IN WITNESS WHEREOF, THE SAID LINCOLN STATE BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY Mark Chislet AND ITS CORPORATE SEAL HEREUNTO AFFIXED, THIS 17 DAY OF JANUARY, 2007

Mark Chislet

STATE OF WISCONSIN) SS
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 17th DAY OF January, 2007 Robert Seneff, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



Shannon D. Nelson
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 12/17/07

VOL 98 PAGES 109.74
3453059

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-25-2007 2:04 PM

MICHAEL J. HASLINGER
REGISTER OF DEEDS

REC. FEE: 14.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 6

REVISED 1/12/07

THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

PAGE 5 OF 6

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE

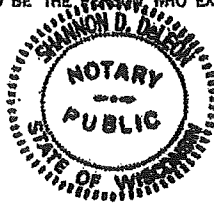
AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, MAPPED AND DIVIDED AS REPRESENTED ON THIS MAP, AND WE HEREBY DECLARE THE RESTRICTIONS SHOWN ON THIS PLAT TO BE A COVENANT RUNNING WITH THE LAND, BINDING ON ALL FUTURE OWNERS THEREOF.

SWING TIME II, INCORPORATED

Pete Gilsinger
PETE GILSINGER, PRESIDENT

STATE OF WISCONSIN) SS
COUNTY) _____

PERSONALLY CAME BEFORE ME THIS 17th DAY OF December, 2007 PETE GILSINGER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



Shannon D. DeLeon
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 12/17/07

PLAN COMMISSION APPROVAL

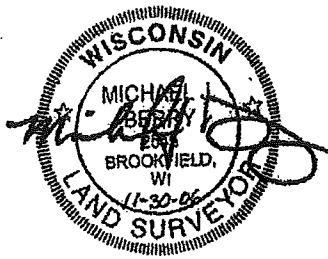
APPROVED BY THE PLAN COMMISSION, CITY OF WAUKESHA, THIS 10th DAY OF JANUARY, 2007

Larry Nelson
LARRY NELSON - MAYOR
Michael J. Hoeft
MICHAEL J. HOEFT - DIRECTOR OF PLANNING

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL, CITY OF WAUKESHA, THIS 16th DAY OF JANUARY, 2007

Larry Nelson
LARRY NELSON - MAYOR
Thomas E. Neill DEPUTY FOR
THOMAS E. NEILL - CLERK



REVISED 1/12/07

THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

PAGE 6 OF 6

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include one wet detention basin, two forebays, two grass swales (conveying storm water to the forebays) and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located within a drainage easement in Outlot 1 of the subdivision plat, as noted in Exhibit A.

Subdivision Name: **Waukesha McDonalds**
Storm water Practices: **Detention Pond**
Location of Practices: **On the property to the south of McDonald's**
Owners of Outlot 1: **Each owner of Lots 1 and 2 shall have equal undividable interest in Outlot 1**

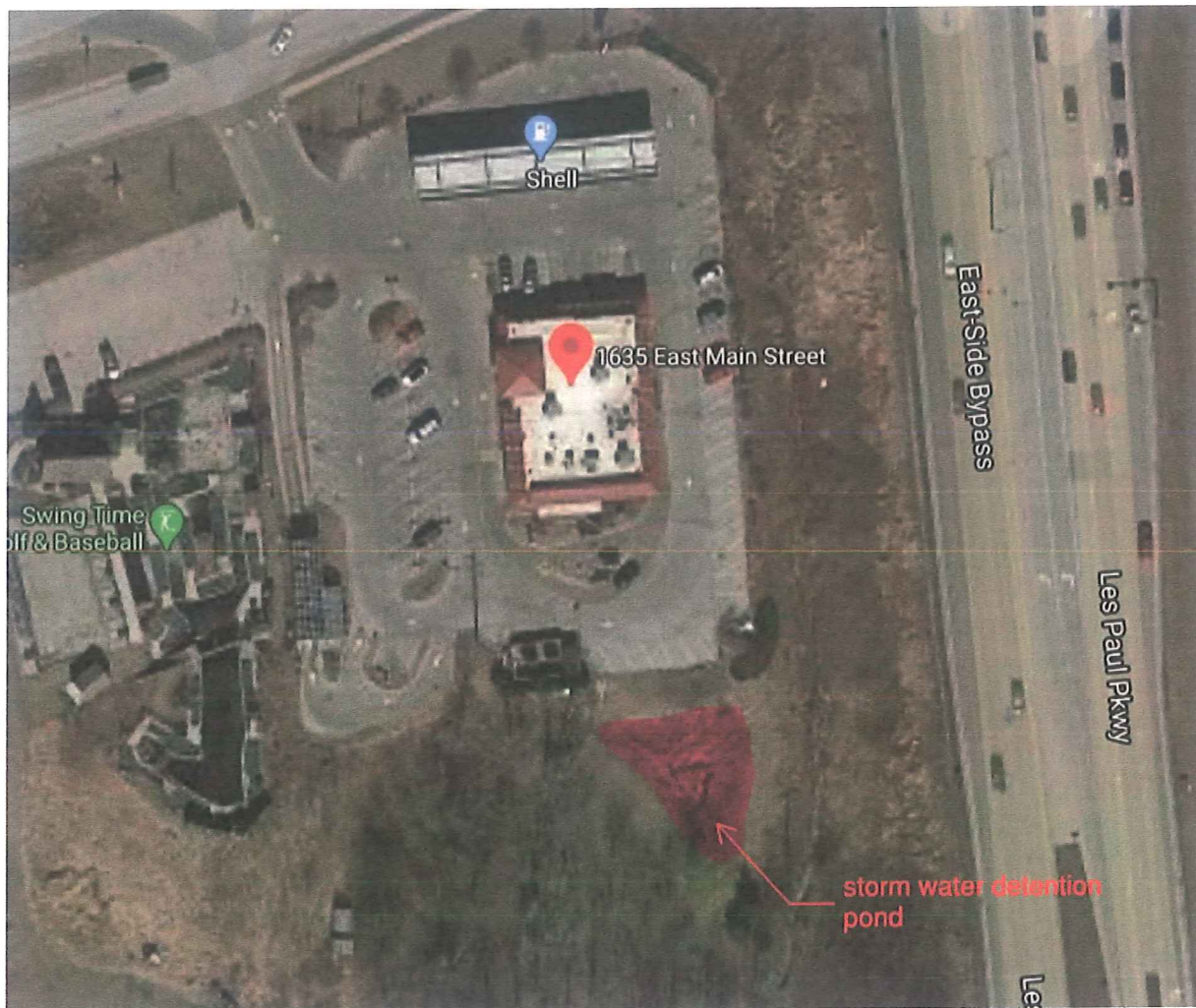


Exhibit C

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. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. 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 1 of this Agreement by the City of Waukesha.

System Description:

The detention basin is designed to reduced stormwater drainage from the McDonald's and adjacent Swing Time property. The pond is intended to reduce post development flows to maintain pre-development downstream peak flows.

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 monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifice and on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
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. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin 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.
8. When sediment in the pond or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
9. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
10. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin or may attract nuisance populations of geese to the property and is not necessary or recommended.
11. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
12. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Department on January 10th and July 10th each year.