

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES**

RECITALS:

- A. PEG Enterprises LLC,
is the owner of 2930 Airport Rd,
more particularly described on Exhibit A attached hereto (“Property”).
- B. Owner desires to construct buildings and/or parking facilities on the Property in
accordance with certain plans and specifications approved by the City.
- C. The City requires Owner to record this Declaration regarding maintenance of
stormwater management measures to be located on the Property. Owner agrees
to maintain the stormwater management measures and to grant to the City the
rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to
repair and maintain the stormwater management measures located on the
Property in good condition and in working order and such that the measures
comply with the approved plans on file with the City Engineer. Said
maintenance shall be at the Owner’s sole cost and expense. Owner will conduct
such maintenance or repair work in accordance with all applicable laws, codes,
regulations, and similar requirements, and pursuant to the Maintenance
Provisions attached hereto as Exhibit B.
- 2. Easement to City. If Owner fails to maintain the stormwater management measures as required in Section 1, then City shall
have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30)
days to comply with the City’s maintenance request, to enter the Property in order to conduct the maintenance specified in
the Maintenance Notice. City will conduct such maintenance work in accordance with all applicable laws, codes,
regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and
expenses incurred by the City in conducting such maintenance may be charged to the owner of the Property by placing the
amount on the tax roll for the Property as a special charge in accordance with Section 66.0627, Wis. Stats.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the
Register of Deeds Office for La Crosse County, Wisconsin, and except as otherwise herein specifically provided, shall
continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of
Deeds Office for La Crosse County, Wisconsin, a written instrument of termination signed by the City and all of the then-
owners of the Property.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall
be deemed given when personally served or three (3) days after the same has been deposited with the United States
Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: PEG Enterprises LLC
2930 Airport Rd
La Crosse, WI 54603

If to City: City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, WI 54601
Attention: City Engineer

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of
Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part
unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this
Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to
the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person
or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the
application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby
and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This space is reserved for recording data

Return to:

City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, Wisconsin 54601

Tax Parcel No.: 17-10530-220

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

STATE OF WISCONSIN
COUNTY OF LA CROSSE) SS

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires: _____

Drafted by: City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, Wisconsin 54601

EXHIBIT A
Legal Description

Lot 20 of the Airport Industrial Park to the City of La Crosse

EXHIBIT B
Maintenance Provisions

All components of the storm water system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a storm water feature is compromised. Inspection and repairs shall be made as follows:

Storm Pipes

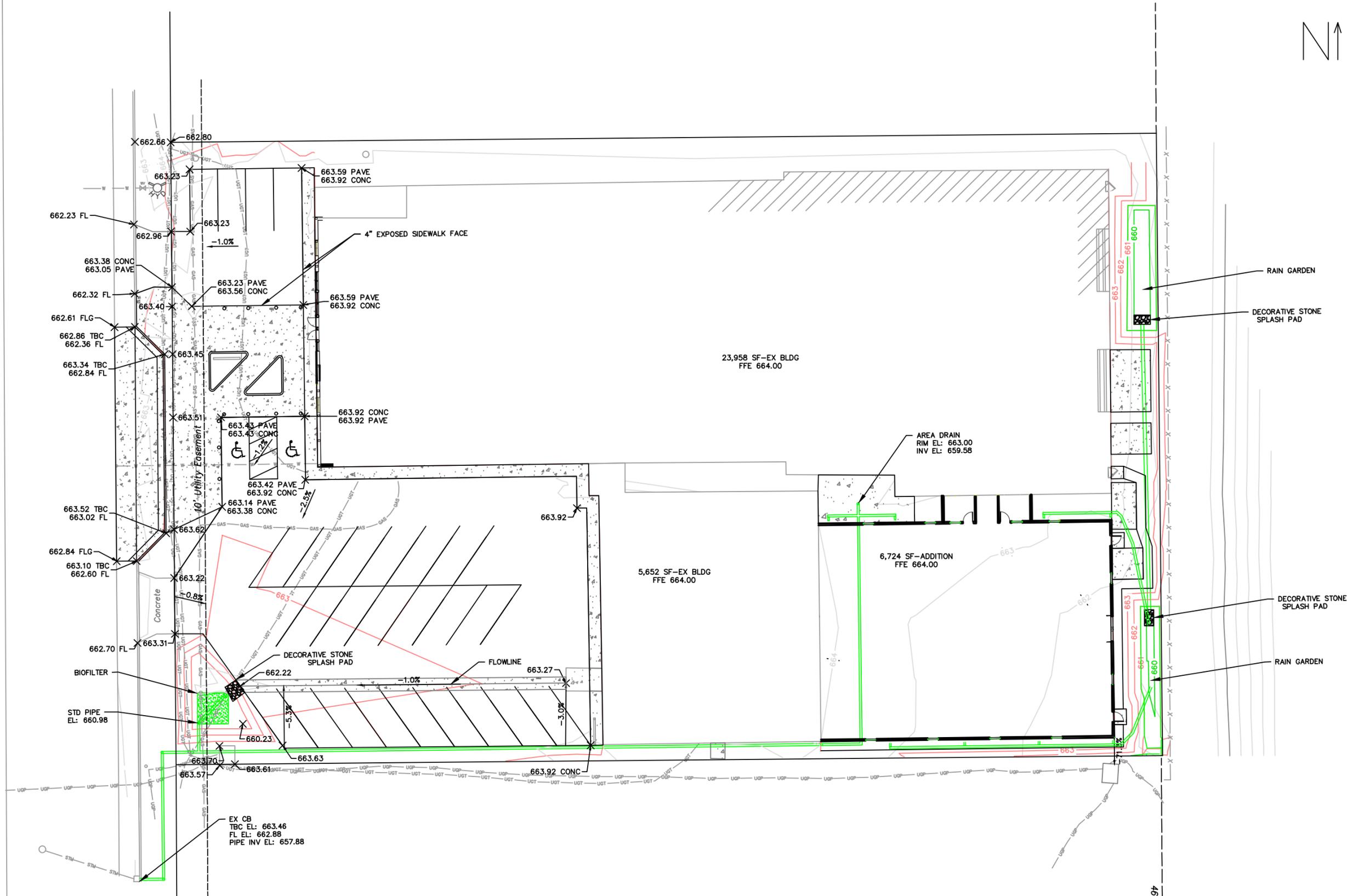
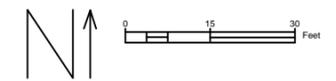
When storm pipes become blocked, preventing the flow, pipes shall be cleaned with a higher velocity jetter to clear the obstruction.

Rain Garden

Water rain garden a minimum of weekly for the first three months after installation. Inspect rain garden a minimum of three times per growing season. Remove any nuisance or invasive plants, and note any issues with excess moisture, soil erosion, berm settling, or potential failure of any component of the rain garden. Remove excessive dead plant material annually, and replace dead plants in the case of significant losses. Stabilize eroding soil. Repair any damage or settling of the berm that may affect ponding area and/or proper discharge of water from the device. If the rain garden retains surface water for greater than 72 hours, remove established turf and replace with fresh soil and deep-rooted native plant species. Avoid using the rain garden as a snow storage area.

Bio-infiltration Device

Water plantings at least weekly during first three months of establishment. Inspect planting area at least annually. Maintenance is required when standing water is visible 48 hours after a rainfall event. Maintenance shall consist of removal of all sediment and sub-cutting to a depth of two feet. The subcut material shall be disposed of and replaced with a mix of 70-85% sand and 15-30% compost, and finished with three inches shredded wood mulch. The bed shall be replanted with native perennial plugs (seeding not allowed) placed 12" on center. In the spring of each year, dead vegetation shall be removed to allow for new growth. Twice per growing season, the planting bed shall be weeded and mulch replenished.



200 MASON STREET #15
 ONALASKA, WI 54650
 608.881.6030

PERFORMANCE ELITE GYMNASTICS
 2023 ADDITION
 CITY OF LA CROSSE
 LA CROSSE COUNTY

05/11/2023



EXHIBIT C

DATE	REVISION	DESCR.	
			3
			8