

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

**RECITALS:**

- A. Jamie Skime,  
is the owner of LAX VC Holdings LLC,  
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:

Jamie Skime  
LAX VC Holdings LLC  
N6812 Cty Rd M  
Holmen, WI 54636

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-\_\_\_\_ - \_\_\_\_

17-10460-150, 17-10460-220, 17-10460-130

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

Tax Key #

17-10460-150, 17-10460-220, 17-10460-130

LEGAL DESCRIPTION

AI Space Matters, Inc.

To

LAXVC Holdings LLC

Lots 17, 18, 19, 20, 21, 22 in Block 2 and Lot C of Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

Lots 14, 15 and 16 in Block 2 of Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

Part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being the Westerly 1/2 of the alley, now vacated, lying Easterly of and adjacent to said Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 2, all in Cold Springs Addition to the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin.

EXCEPT from all of the above, lands sold, taken or used for road and/or highway purposes. Together with an easement for ingress and egress over part of Lots 12 and 13 in Block 2 and part of Lot 20 in Block 3 of Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin, and part of Government Lot 7 of Section 21, Township 16 North, Range 7 West, being part of the vacated portion of Spring Street lying between said Blocks 2 and 3 of Plat of Cold Springs in the Town of Campbell, now in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Commencing at the

Northeast corner of said Section 21; thence South 18° 35' 07" West, 1,638.06 feet to a point on the Easterly right of way line of State Road 16 which is the Northwest corner of Lot 22 in Block 2 of said Plat of Cold Springs; thence along said Easterly line, South 09° 32' 08"

West, 223.12 feet; thence continuing along said Easterly line, South 16° 42' 24" West, 100.50 feet; thence continuing along said Easterly line, South 12° 20' 38" West, 41.65 feet to the South line of Lot 14 in Block 2 of said Plat of Cold Springs; thence along said South line, South 85° 50' 38" East, 40.47 feet to the point of beginning: Thence continuing along said South line, South 85° 50' 38" East, 24.85 feet; thence South 23° 32' 40" East, 10.83 feet; thence South 15° 51' 55" West, 18.94 feet; thence South 49° 06' 19" West, 71.93 feet; thence South 15° 55' 30" West, 102.67 feet to the South line of said Lot 20 in Block 3 of Plat of Cold Springs; thence along said South line, North 85° 48' 11" West, 27.62 feet to the Easterly right of way line of State Road 16; thence, along said Easterly right of way line, North 09° 41' 16" East, 38.82 feet; thence North 54° 35' 13" East, 14.83 feet; thence North 15° 55' 30" East, 64.67 feet; thence North 49° 06' 19" East, 74.91 feet; thence North 23° 32' 40" West, 17.08 feet to the point of beginning.

**EXHIBIT B**  
Maintenance Provisions