

EXHIBIT F-1

Joint Storm Water Management Maintenance and Easement Agreement

Document Number

THIS JOINT STORM WATER MANAGEMENT MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement") is entered into effective on the __ day of August 2020 by and between Paradise Trails, LLC ("Paradise Trails"), as grantee, and Lutheran High School Association of Greater Milwaukee ("LHSAGM"), as grantor. Paradise Trails and LHSAGM are occasionally referred to herein individually as an "Owner" and collectively as "Owners."

Name and Return Address

Neumann Developments Inc.
N27W24025 Paul Ct,
Suite 100
Pewaukee, WI 53072

RECITALS

WHEREAS, LHSAGM is the sole owner of the property known as Lot 2 of Certified Survey Map _____ located in the Village of Hartland, Waukesha County, Wisconsin, as legally described on Exhibit A, attached hereto and incorporated herein (the "School Property");

WHEREAS, Paradise Trails is the sole owner of the property known as Lot 1 and Outlot 1 of Certified Survey Map _____ located in the Village of Hartland, Waukesha County, Wisconsin, as legally described on Exhibit A, attached hereto and incorporated herein (the "Condo Property"). The School Property and the Condo Property are occasionally referred to herein individually as a "Property" and collectively as "Properties";

WHEREAS, the Village of Hartland (the "Village") has required that certain infrastructure, including a storm water storage facility consisting of a retention pond and other above-ground and subterranean installations, fixtures, equipment and appurtenances for the collection and management of storm water as may be necessary to serve the Condo Property, the School Property, and the public road, be constructed on the School Property and the Condo Property prior to further development of either Property (the "Stormwater Facility"), as depicted and described on Exhibit B;

WHEREAS, the Owners desire to establish a perpetual, non-exclusive drainage easement over and across a portion of the School Property and the Condo Property, as depicted and described on Exhibit B, attached hereto and incorporated herein (the "Easement Area") which contains an accurate depiction of the location of each storm water management practice to be implemented pursuant to this Agreement; and

WHEREAS, the Owners desire to agree to maintain the Stormwater Facility on the School Property and the Condo Property in accordance with the maintenance requirements set forth on Exhibit C (the "Maintenance Requirements"), attached hereto and incorporated herein, and the terms and conditions of this Agreement.

NOW, THEREFORE, through this Agreement and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. Grant of Maintenance Easement. LHSAGM and Paradise Trails mutually grant and convey to the other and its contractors, subcontractors, users, licensees, invitees, occupants, successors, heirs, and assigns (collectively, the “Beneficiaries”), a non-exclusive maintenance easement and right to use the Easement Area located on the Properties for the maintenance and operation of the Stormwater Facility with the right of ingress and egress for purposes consistent therewith (the “Maintenance Easement”). LHSAGM hereby reserves the right to use the School Property, including the Easement Area, for any purposes which will not unreasonably interfere with the easement rights granted herein. Paradise Trails hereby reserves the right to use the Condo Property, including the Easement Area for any purposes which will not unreasonably interfere with the easement rights granted herein.
2. Grant of Drainage Easement. Paradise Trails does hereby grant, for the benefit of the School Property, a perpetual, non-exclusive private storm sewer drainage easement for the purpose of carrying storm water originating on the School Property across the Condo Property (the “Drainage Easement”). Paradise Trails hereby reserves the right to use the Condo Property, including the Easement Area, for any purposes which will not unreasonably interfere with the easement rights granted herein.
3. Maintenance Responsibility. Paradise Trails shall be responsible for the routine and extraordinary maintenance of the Stormwater Facility, and shall maintain the Stormwater Facility and the Drainage Easement in a good and workmanlike manner and in accordance with the Maintenance Requirements in Exhibit C. This responsibility transfers to the Owner of the School Property at such time as the School Property becomes developed and maintains a property management company for the purpose of care and maintenance of the School Property.
4. Financial Apportionment. Financial responsibility for maintenance required of the Stormwater Facility and Drainage Easement shall be divided between the Owners according to their proportionate share of the combined portion of the Properties that contribute to the water shed. The proportionate share of surface area is understood to be 23.3% or 3.643 acres to Paradise Trails and 76.7% or 12.003 acres to LHSAGM.
5. Costs. Paradise Trails, the developer of the Stormwater Facility located on the Properties agrees to maintain financial responsibility for the proportionate share of maintenance expenses allocated to LHSAGM in accordance with that certain Recapture Agreement by and between Paradise Trails, LLC and LHSAGM in the form attached to this Agreement as Exhibit D, the terms of which are incorporated herein, to be delivered and executed by the Owners contemporaneously with the execution and delivery of this Agreement.
6. Insurance.
 - a. Each Owner will cause its Beneficiaries to maintain commercially reasonable levels of insurance on machinery, worker’s compensation insurance, liability insurance, and such other insurance as Each Owner may reasonably request, naming the other Owner as an additional named insured.
 - b. Each Owner shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the School Property and further covering its interests in the Maintenance Easement and Drainage Easement, in an amount of not less than Three Million and 00/100 U.S. Dollars (\$3,000,000) for injury or death of a single person, and to the limit of not less than Three Million and 00/100 U.S. Dollars (\$3,000,000) for any one occurrence, and to the limit of not less than One Million and 00/100 U.S. Dollars (\$1,000,000) for property damage. The Owners shall provide the other Owner with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Insurance policies provided for in this Section shall name the other Owner as an additional insured.
7. Emergency Repairs. In the event LHSAGM becomes aware that the Stormwater Facility requires emergency repairs during the time Paradise Trails has maintenance responsibility of the Stormwater Facility, LHSAGM shall promptly notify Paradise Trails thereof, and Paradise Trails shall then be required to commence repairs immediately. If Paradise Trails is unable or unwilling to promptly commence such emergency repairs (with

the timeliness of the commencement of the work dependent on the nature of the emergency repairs), LHSAGM shall have the right, but not the obligation to commence and complete such repairs, and the costs for such repairs shall be allocated per sections 4 and 5 above. In addition, the Owners are subject to the obligations provided in Sections 9 and 10, below.

8. Village Access. The Village, or its designee, is authorized to access the Properties as necessary to conduct inspections of the Stormwater Facility to ascertain compliance with this Agreement and the Maintenance Requirements in Exhibit C.
9. Notice of Maintenance Deficiencies. Upon notification to the Owners by the Village regarding maintenance deficiencies which require correction, the specified corrective actions shall be performed by the Owners within a reasonable time frame, as shall be prescribed by the Village Engineer, which shall be no less than three (3) calendar days.
10. Village Repairs. The Village is authorized to perform the corrective actions identified in its inspection report or its notice if the Owners do not make the required corrections within the time period prescribed by the Village Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the Wisconsin Statutes, be invoiced to the Owners, and if not paid within the time determined by the Village Board, shall be entered on the tax roll as a special charge against the Properties, and collected with any other taxes levied thereon for the year in which the work is completed.
11. Benefit. This Agreement shall run with the land and be binding upon and inure to the benefit of the Owners and their respective successors and assigns. This Agreement may not be amended or abrogated in part or whole, without the express written consent of the Village.
12. Recording of Addendums. After construction verification has been accepted by the Village, for all planned storm water management practices, an addendum(s) to this Agreement shall be recorded by the Owners showing design and construction details. The addendum(s) may contain several additional exhibits.
13. No Liens. All work, maintenance, operations, and other actions performed by Paradise Trails pursuant to this Agreement shall be carried out in a good and workmanlike manner and shall not result in the placement of any liens on the School Property or any portion thereof.
14. Indemnification. Paradise Trails agrees to indemnify, defend, and hold harmless LHSAGM from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees) imposed on, incurred by, or asserted against LHSAGM resulting from Paradise Trails or any of its Beneficiaries crossing over the Easement Area and/or using the Easement Area for the purposes set forth herein, any breach of this Agreement, or arising out of Paradise Trails' obligations under this Agreement. If any action, suit, or proceeding is brought against the LHSAGM by reason of any such occurrence, then Paradise Trails, upon request of LHSAGM, shall, at the sole cost and expense of Paradise Trails, defend such action, suit, or proceeding with counsel reasonably acceptable to LHSAGM. The obligations under this section shall survive the expiration or termination of this Agreement. LHSAGM agrees to indemnify, defend, and hold harmless Paradise Trails from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees) imposed on, incurred by, or asserted against Paradise Trails resulting from LHSAGM or any of its Beneficiaries crossing over the Easement Area and/or using the Easement Area for the purposes set forth herein, any breach of this Agreement, or arising out of LHSAGM's obligations under this Agreement. If any action, suit, or proceeding is brought against Paradise Trails by reason of any such occurrence, then LHSAGM, upon request of Paradise Trails, shall, at the sole cost and expense of LHSAGM, defend such action, suit, or proceeding with counsel reasonably acceptable to Paradise Trails. The obligations under this section shall survive the expiration or termination of this Agreement.
15. Governing Law and Venue. This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of

competent jurisdiction in the state courts located in Waukesha County, Wisconsin or federal courts located in Milwaukee County, Wisconsin. Each Owner irrevocably consents to submit to the exclusive jurisdiction of such courts.

16. Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.
17. No Waiver of Rights. The failure of any Owner to insist upon strict performance of any of the terms, covenants, and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants, and conditions. No covenant or condition of this Agreement can be waived except by the written consent of the Owner against whom such waiver is claimed. Until complete performance of any covenant or condition by an Owner, as the case may be, each other Owner shall be entitled to invoke any remedy available to such Owner under this Agreement or by law or in equity despite any forbearance or indulgence.
18. No Rights in Public; No Implied Easements. Nothing contained in this Agreement, including the grant of the Maintenance Easement and Drainage Easement set forth herein, shall be deemed to constitute a dedication of any of the Properties, or any portion or portions thereof, to the general public, or to be construed to create any rights in or for the benefit of any person not a party to this Agreement or such parties' respective successors and assigns. No easements, except those expressly set forth herein, shall be implied by this Agreement.
19. Attorneys' Fees. In the event any action is filed in relation to this Agreement, the unsuccessful Owner in the action shall pay to the Prevailing Owner, in addition to all of the sums that either Owner may be called upon to pay, a reasonable sum for the Prevailing Owner's or Owners' costs and attorneys' fees. "Prevailing Owner" shall mean the Owner who substantially attains or defeats the relief sought (as the case may be), whether by compromise, settlement, judgment, or the abandonment by the other Owner of its claim or defense. This section shall survive the expiration or termination of this Agreement.
20. Notices. All notices related to this Agreement shall be delivered to the addresses specified below:

IF TO GRANTOR: LUTHERAN HIGH SCHOOL ASSOC. OF GREATER MILW.
c/o Martin Luther High School
10427 W. Lincoln Ave., Suite 1300
West Allis, WI 53227
Telephone: 414-421-9100

IF TO GRANTEE: PARADISE TRAILS, LLC
N27W24025 Paul Court, Suite 100
Pewaukee, WI 53072
Telephone: 262-542-9200

Either Owner may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be sent by nationally recognized overnight carrier or by United States certified or registered mail, postage-prepaid, return receipt requested, and shall be deemed received on the next business day after deposit (with regard to an overnight carrier) or on the second business day after deposit (with regard to certified or registered mail).

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. Recording. This Agreement shall be delivered by Paradise Trails to the Waukesha County Register of Deeds for recording, following execution by the Owners.

23. Entire Agreement; Modification. This Agreement and the documents incorporated herein constitute the entire agreement between the Owners regarding the Maintenance Easement and Drainage Easement created hereunder. This Agreement may not be modified, amended, or terminated except by a writing executed and delivered by Paradise Trails and the then current owners of the School Property and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

[SIGNATURE PAGES FOLLOW]

Dated this ____ day of _____, 20__

Owner:

(Owners Signature)

(Owners Signature)

Owners Name Printed

Owners Name Printed

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.

Notary Public
My commission expires: _____

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.

Notary Public
My commission expires: _____

This document was drafted by:

Neumann Developments Inc.
N27W24025 Paul Ct., Suite 100
Pewaukee, WI 53072

The attached exhibits were drafted by:

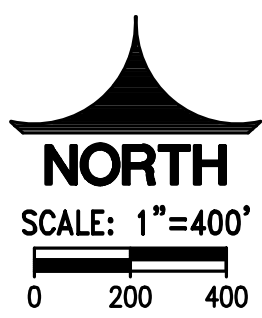
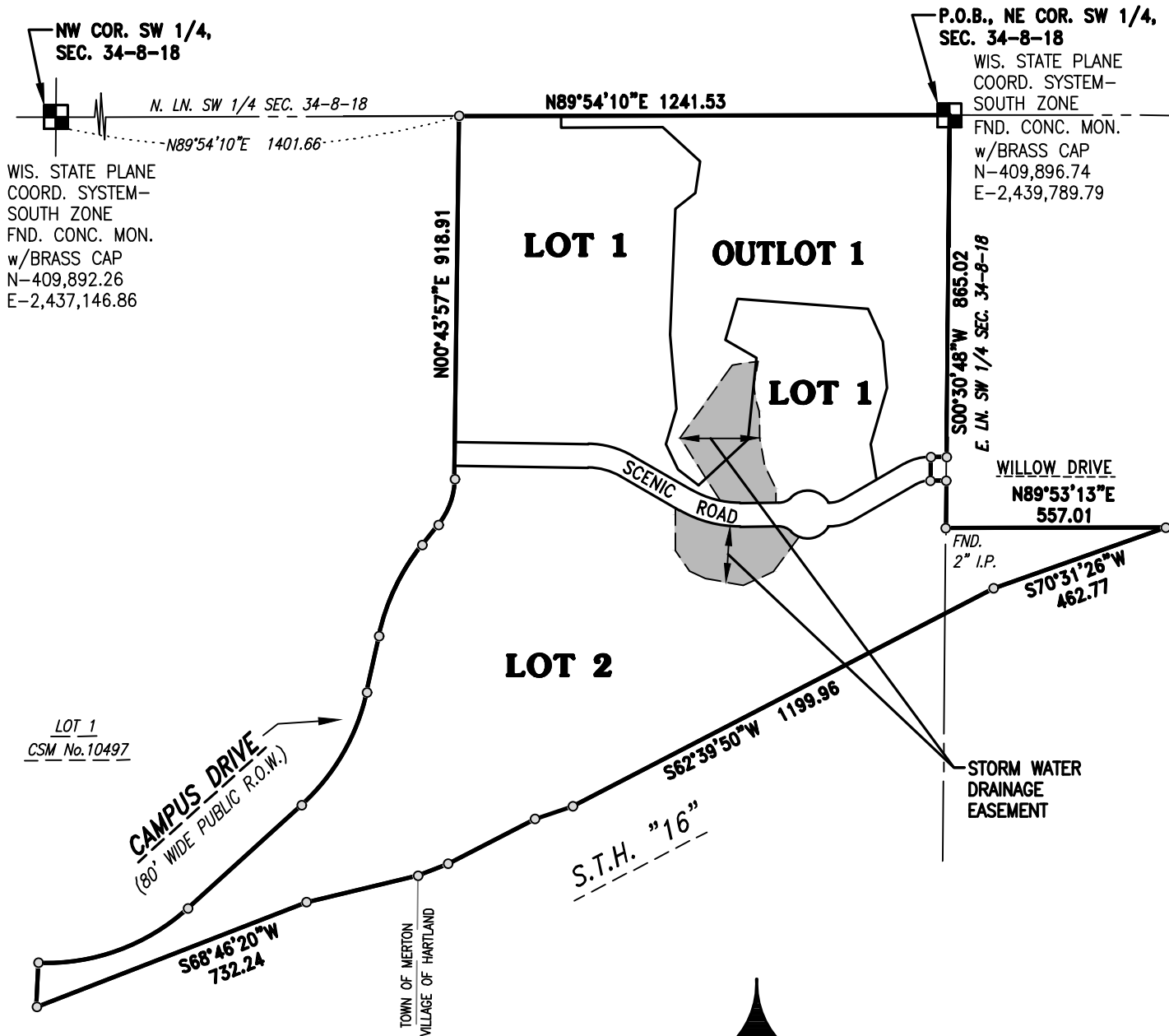
TRIO Engineering, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "B"

STORMWATER MAINTENANCE EASEMENT

OVERALL EASEMENT SHEET



PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

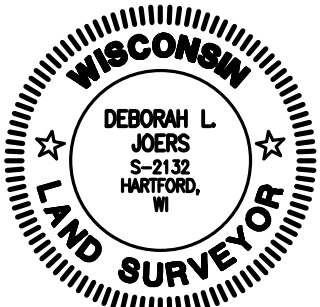
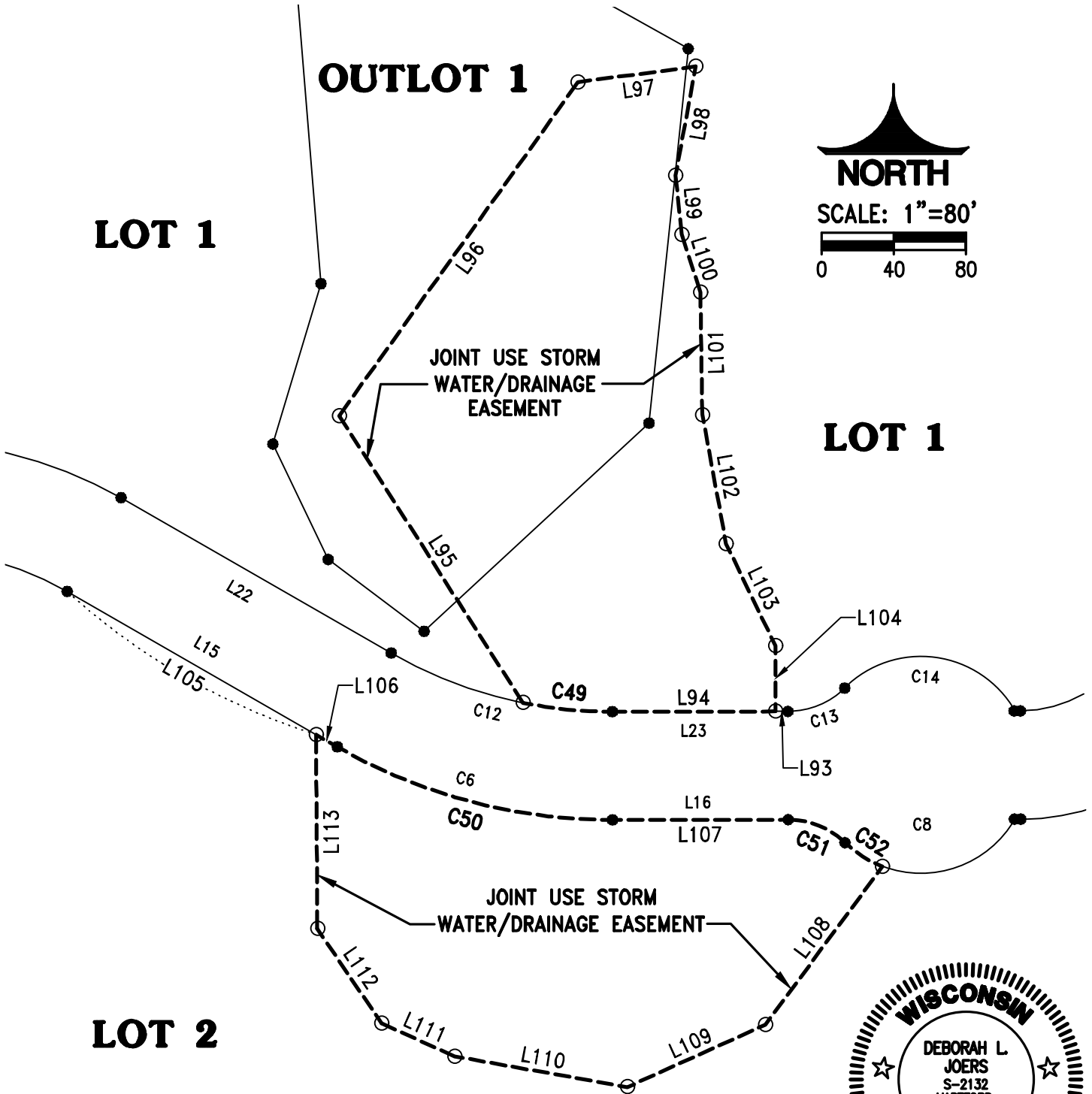
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

DATE: 8/24/20

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EXHIBIT "B" STORMWATER MAINTENANCE EASEMENT

EASEMENT DETAIL SHEET



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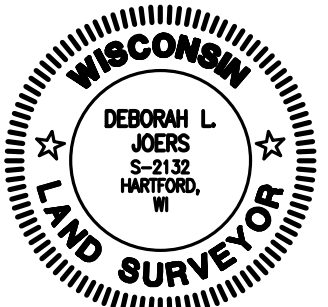
EXHIBIT "B"

STORMWATER MAINTENANCE EASEMENT

EASEMENT DETAIL SHEET

CURVE TABLE:					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C49	245.00	11°40'14"	49.90	49.82	N84°16'44"W
C50	305.00	30°00'00"	159.70	157.88	S75°06'51"E
C51	45.00	44°24'55"	34.88	34.02	S67°54'23"E
C52	60.00	23°34'29"	24.69	24.51	S57°29'10"E
C53	60.00	53°40'28"	56.21	54.17	S72°32'10"E
C54	80.00	53°40'28"	74.94	72.23	N72°32'10"W

LINE TABLE:		
Line #	BEARING	LENGTH
L93	S89°53'09"W	6.90'
L94	S89°53'09"W	90.46'
L95	N32°35'34"W	188.89'
L96	N35°33'58"E	227.37'
L97	N82°21'43"E	65.80'
L98	S10°24'09"W	61.40'
L99	S06°02'54"E	32.93'
L100	S17°38'54"E	33.76'
L101	S00°55'59"E	67.81'
L102	S10°26'48"E	72.67'
L103	S25°44'57"E	62.93'
L104	S00°06'51"E	36.36'
L105	S60°06'51"E	159.30'
L106	S60°06'51"E	13.51'
L107	N89°53'09"E	97.36'
L108	S36°28'12"W	109.05'
L109	S65°38'54"W	84.04'
L110	N79°53'44"W	97.17'
L111	N65°40'59"W	44.46'
L112	N34°10'40"W	63.40'
L113	N00°21'27"W	107.61'
L114	S09°22'24"E	20.00'
L115	N44°18'04"E	20.00'



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EXHIBIT C

MAINTENANCE REQUIREMENTS

Minimum Storm Water Management Facility Maintenance Requirements

This exhibit explains the basic function of each of the storm water management facilities shown on Exhibit B and prescribes the minimum maintenance requirements to remain compliant with the conditions of the development approval, storm water management plan acceptance, and Village ordinances and policies, as well as the rules of MMSD, and the Declaration to which this is appended. The maintenance activities listed below are aimed to ensure these facilities 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 storm water facilities for maintenance vehicles is shown in Exhibit B. Any failure of a storm water facility that is caused by a lack of maintenance will subject the Party to enforcement of the provisions in this Declaration, by the Village of Hartland.

System Description:

The storm water management plan employs one wet detention pond, one cross culvert, one natural kettle, and one natural kettle with an infiltration trench to promote improved water quality and peak rate controls meeting WDNR and Village requirements. The storm water facilities are designed to trap sediment in runoff and reduce downstream peak flows.

All elevations indicated in Exhibit B represent planned values and are presented in feet above sea level (NAD 1929). These are required to be field verified upon construction. Actual elevations (and more detailed information on the design) can be obtained by contacting the Village of Hartland and can be used as a reference point during maintenance inspections.

Minimum Maintenance Requirements:

To ensure the proper function of the storm water pond, the following list of maintenance activities are recommended:

1. The ponds and all components (grass swale, inlet, outlet structure, outlet pipe) should be inspected after each heavy rain, but at a minimum of once a year. If the ponds are not draining properly, within 72 hours, further inspections may be required by persons with expertise in storm water management and/or soils.
2. The outlet pipes, outlet structure baffle plate and overflow weirs must be kept free of debris. Any blockage must be removed immediately.
3. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
4. No trees are to be planted or allowed to grow on the earthen berm or on the inside bottom of the ponds. The basin must be inspected annually, and any woody vegetation removed.
5. When sediment has accumulated to an elevation of three feet below 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 ponds.

6. No grading or filling of the pond or berm other than for sediment removal is allowed.
7. Periodic mowing of the grass around the ponds (to the normal water elevation) will encourage rigorous grass cover, eliminate tree growth and allow better inspection for erosion.
8. Any other repair or maintenance needed to ensure the continued function of the ponds as ordered by the Village or WIDNR shall be carried out.

There is hereby incorporated by reference as though fully set forth at length, the latest edition of the Village of Hartland Stormwater Maintenance Manual for Private Facilities and Owners shall observe all of the performance standards and undertake to perform all required inspection and maintenance activities provided therein, as a material provision of this covenant.

Exhibit D
Recapture Agreement
(see attached)