

**Storm Water Management Practice  
Maintenance Agreement and Grant of  
Easement**

Document No.

Ramco-Gershenson Properties, L.P., a Delaware limited partnership (the "Owner"), 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.

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

Return to:

Part of WAKC 1332-001-005  
Parcel Identification Number

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 County 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. Upon written notification by City of Waukesha or its designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the City of Waukesha, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Waukesha 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.
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 in addition to the work required by the report described in paragraph 3, above, if the work is determined by the City to be necessary for complete compliance with Municipal Code Chapter 32. 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, subject to delays beyond the reasonable control of the Owner.

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 \_\_\_\_ day of \_\_\_\_\_, 2014.

*(signatures on following pages)*



**SIGNATURE PAGE FOR STORM WATER MANAGEMENT PRACTICE  
MAINTENANCE AGREEMENT AND GRANT OF EASEMENT**

**ACCEPTED BY the City of Waukesha on \_\_\_\_\_, 2014**

\_\_\_\_\_, 2014  
Shawn N. Reilly, Mayor Date

\_\_\_\_\_, 2014  
Gina Kozlik, City Clerk Date

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 the above named Shawn N. Reilly, Mayor, and Gina Kozlik, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
(Print Name) \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot Two (2) of CERTIFIED SURVEY MAP NO. \_\_\_\_\_, a re-division of all of Lot One (1) and Outlot One (1) of Certified Survey Map No. 11221 and all of Lot One (1) of Certified Survey Map No. 11220, all in a part of the Northwest One-quarter (1/4) and Southwest One quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), in Town Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps on Pages \_\_\_\_\_ to \_\_\_\_\_ inclusive, as Document No. \_\_\_\_\_.

Together with non-exclusive easements as set forth in a Declaration of Easements for Access Road and Public Utilities recorded on August 30, 2010, as Document No. 3767857.

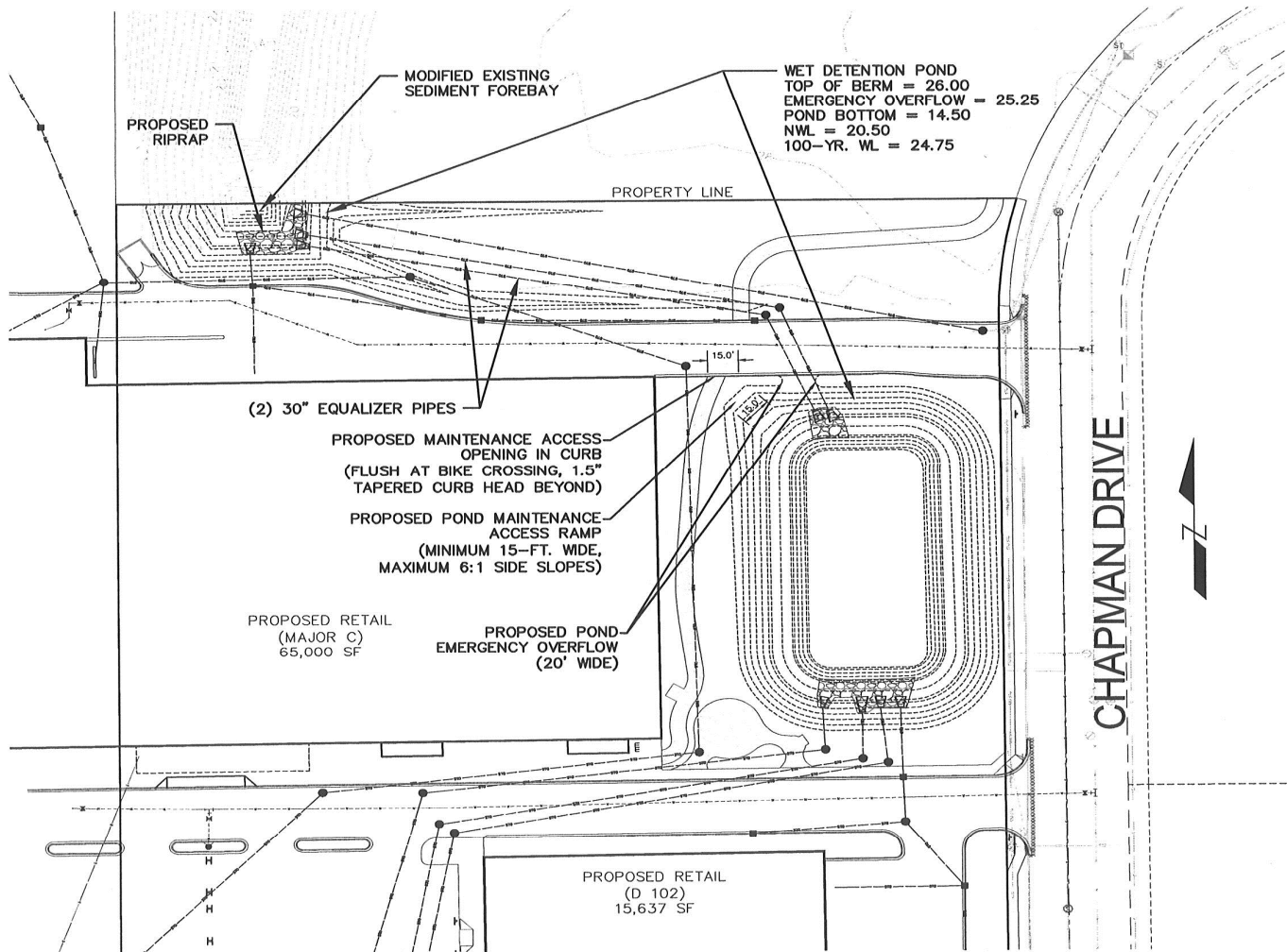
## **Exhibit B – Location Map**

### **Storm Water Management Practices Covered by this Agreement**

An overview of the storm water management practices covered by this Agreement is depicted on Figures 1 and 2. Refer to the approved construction plans for additional details on the storm water management practices. The practices covered by this Agreement include one wet detention basin, a pair of equalizer pipes, and a portion of sediment forebay (located on the subject property). These practices connect to the existing, City-owned pond to the north of the subject property. A portion of the existing, City-owned pond was relocated to accommodate the proposed development on the subject property. Storm water from other areas within the Spring City Commerce Center Development was formerly conveyed via a swale along the west property line of the subject property. Storm water is now conveyed via two pipes to the relocated wet detention pond, with ultimate discharge to the City-owned pond. The conveyance piping, relocated detention pond, equalizer pipes, and a portion of the sediment forebay are located within a drainage easement (cross-hatched) on Lot Two (2), of Certified Survey Map No. \_\_\_\_\_ as noted in Exhibit A and as shown on Figure 2 of this exhibit.

Drainage Easement Restrictions: No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area. See Lot 2 of CSM \_\_\_\_\_ for details on location.

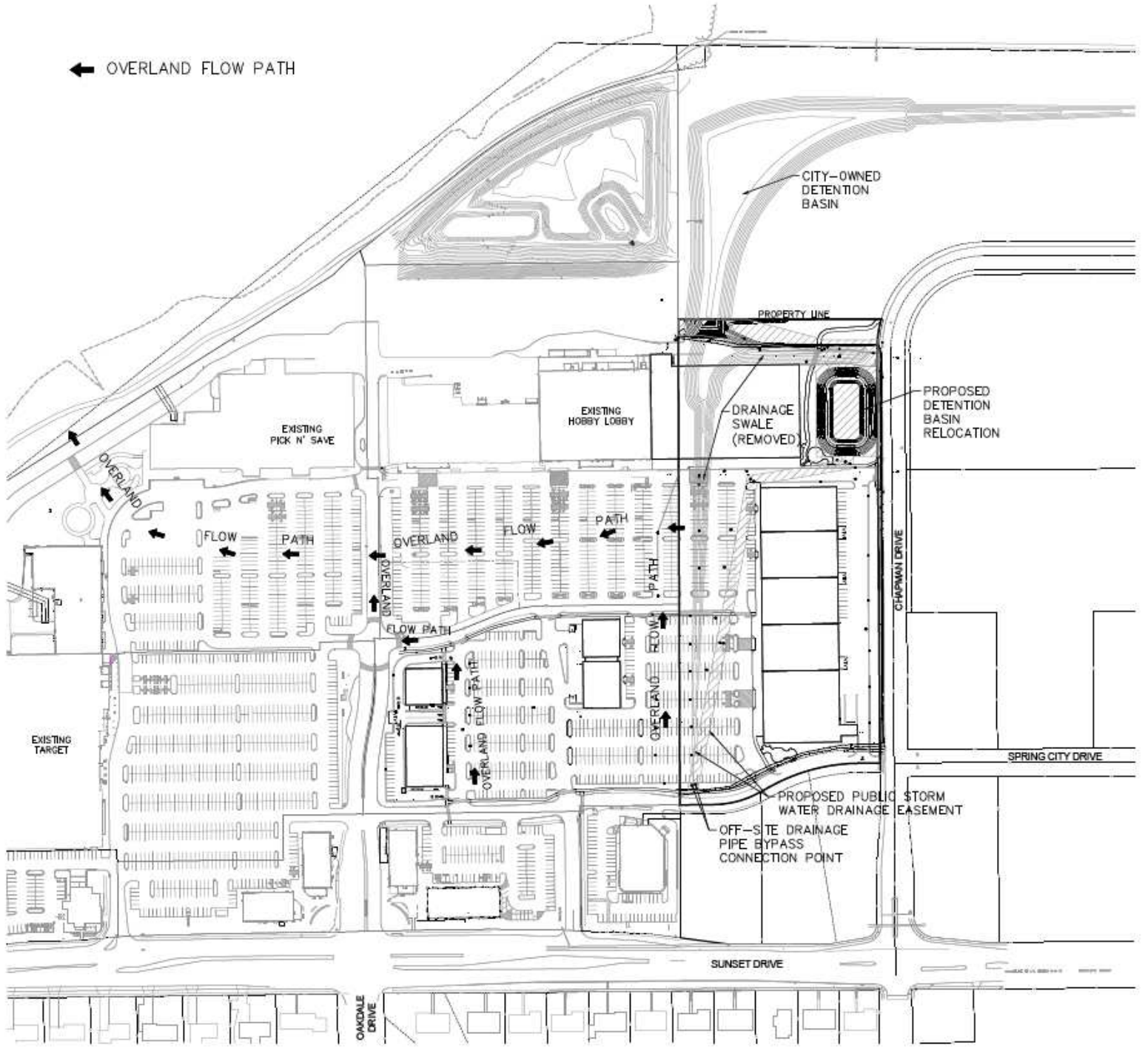
**FIGURE 1**  
 PLAN VIEW OF STORM WATER PRACTICES – PROPOSED POND  
 (NOT TO SCALE)



# FIGURE 2

PLAN VIEW OF STORM WATER PRACTICES – OVERLAND FLOW PATH AND PROPOSED DRAINAGE EASEMENT (NOT TO SCALE)

NOTE: OVERLAND FLOW PATH SHOWN TO BE MAINTAINED (NO STRUCTURES, GRADING, OR FILLING)





# **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 is expected for this site. Access to the storm water practices for maintenance vehicles is shown on Figure 1 in Exhibit B. Any failure of a storm water practice that is caused by lack of maintenance will subject the Responsible Party to enforcement of the provisions listed on Page 1 of this Agreement by the City of Waukesha.

### **I. WET DETENTION BASIN SYSTEM DESCRIPTION**

The relocated wet detention basin is designed in accordance with DNR Technical Standard 1001. The basin compensates for the volume of existing detention basin removed as a result of the proposed development. The basin discharges to a point adjacent to the former drainage swale outfall through two, 30-inch equalizer pipes as shown on Figure 1 in Exhibit B. The relocated basin is part of the City-owned, regional storm water management basin for the development known as the Spring City Commerce Center.

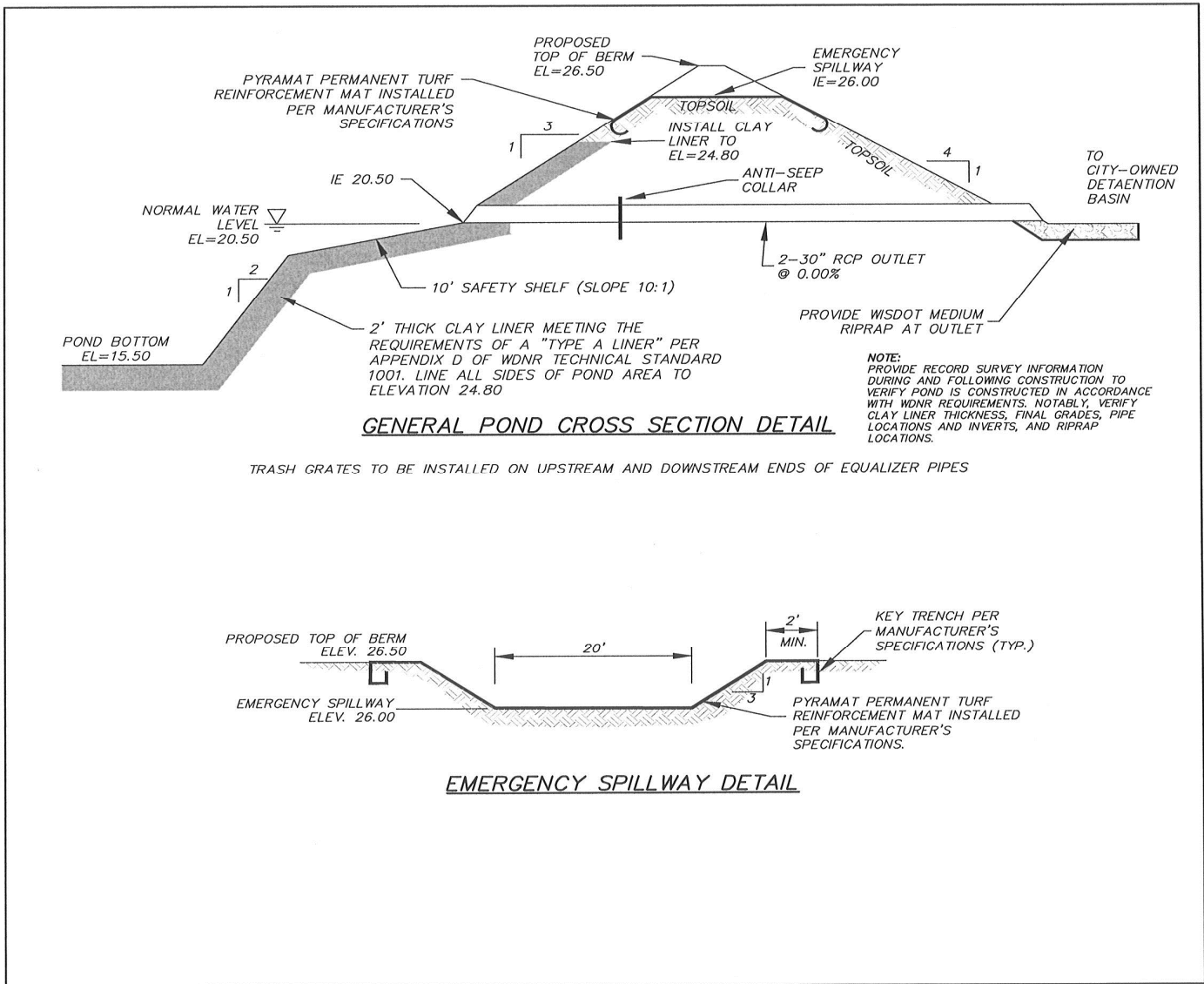
General details for the Pond are illustrated in Figure 3. More detailed information on the approved design is on file with the City of Waukesha. Record construction drawings of the relocated detention basin, showing actual configuration, elevations and invert elevations of the equalizer pipes will be recorded as an addendum(s) to this agreement within 60 days after City of Waukesha accepts verification of construction from the project engineer.

### **II. ROUTINE MAINTENANCE FOR WET DETENTION BASIN**

#### **A. Inspections**

1. Inspections of the pond shall be at a minimum of twice per year. Once in the Spring and once in the Fall. The inspection should be completed, preferably, during wet weather conditions to determine if the pond is functioning properly.
2. Inspection priorities shall include:
  - a. Visual observation of the pond and side slope integrity for subsidence, erosion, cracking and woody plant material growth.
  - b. Visual observation of the conditions of the emergency spillway.
  - c. Visual observation of accumulation of sediment and/or debris in the equalizer pipes.
  - d. Visual obstruction of the adequacy of downstream erosion protection measures.
  - e. Visual observation and confirmation that no modification to the overland flow paths has occurred. No building or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.

**FIGURE 3**  
 WET DETENTION BASIN CROSS-SECTION AND EMERGENCY OVERFLOW  
 (NOT TO SCALE)



- B. Landscape Maintenance.
  - 1. The pond will be landscaped in accordance with the approved landscape plan and will be maintained by a professional landscape maintenance contractor.
- C. Debris and Litter Removal.
  - 1. Debris and litter shall be removed from pond area routinely.
- D. Erosion Control.
  - 1. If the pond side slopes and emergency spillway suffer from slumping and/or erosion, correction measures such as re-grading, riprap replacement and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem.
- E. Nuisance Control.
  - 1. Biological control of nuisance algae and mosquitoes utilizing fathead minnows should be considered in lieu of chemical controls. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and disposed of properly. 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.
  - 2. Mechanical control of these nuisances may be considered as another option to chemical or biological control.

### **III. NON-ROUTINE WET DETENTION BASIN MAINTENANCE**

- A. Sediment Removal.
  - 1. A sediment clean out cycle is recommended every 10 to 20 years. It is recommended that sediment removal from the permanent pool area occur once the sediment depth has accumulated to an elevation of 3 feet below the equalizer pipes.
  - 2. Bottom surveys of the sediment depth shall be completed on a 5-year basis. If the sediment survey reveals an accelerated deposition rate, upstream conditions should be inspected for erosion control and sedimentation problems. Control of upstream erosion and sediment transport will decrease the rate of sediment deposition and thus preclude frequent, costly dredging and disposal operation. The forebay will likely need sediment removal first. Failure to remove sediment from the forebay will cause resuspension of previously trapped sediments and increase downstream deposition.
  - 3. All removed sediment must be managed and disposed of in accordance with applicable regulatory requirements. No grading or filling of the basin other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.

B. Leaking Liner.

1. 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.

The titleholder(s) or their designee must document all inspections as specified above. Documentation of such inspections shall include, at a minimum: (a) Inspector's Name, Address and Telephone Number, (b) Date of Inspection(s), (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, and (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the City of Waukesha Engineering Department.