

Storm Water Management Practice Maintenance Agreement

Document Number

Kingbird Real Estate, 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.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

WAKC 097-4992, WAKC 097-4993,
WAKC 097-4994
Parcel Identification Number(s) – (PIN)

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 23 day of Dec, 2019

Owner:
Kingbird Real Estate

Adel B Korkeo (sign)

ADEL B KORKEO (print)

President (title)

Acknowledgements

State of Wisconsin:
County of Waukesha

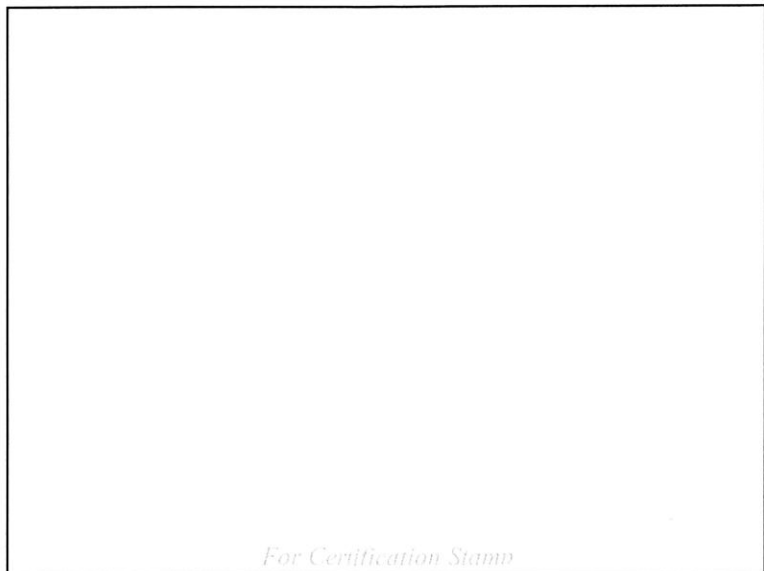
Personally came before me this 23 day of DECEMBER, 2020, the above named ADEL B KORKEO to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie Ann Acker (sign)
JULIE ANN ACKER (print)
Notary Public, Waukesha County, WI
My commission expires: 12/26/2020
218305

This document was drafted by:

JSD Professional Services, Inc
W238N1610 Busse Rd., Suite 100
Waukesha WI, 53188



For Certification Stamp

City of Waukesha Common Council Approval

Dated this ___ day of _____, 20__.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

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

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: **Avid Hotel**

Acres: **4.23**

Date of Recording: _____

Map Produced By: **JSD Professional Services, W238N1610 Busse Road, Ste 100, Waukesha, WI**

Legal Description: **Lot 1 and Outlot 1 of Certified Survey Map No. _____, recorded in Waukesha County Register of Deeds Office on _____ day of _____, 20____ as Document No. _____, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 7 North, Range 19 East, located in the City of Waukesha, Waukesha County, Wisconsin.**

Avid Hotel

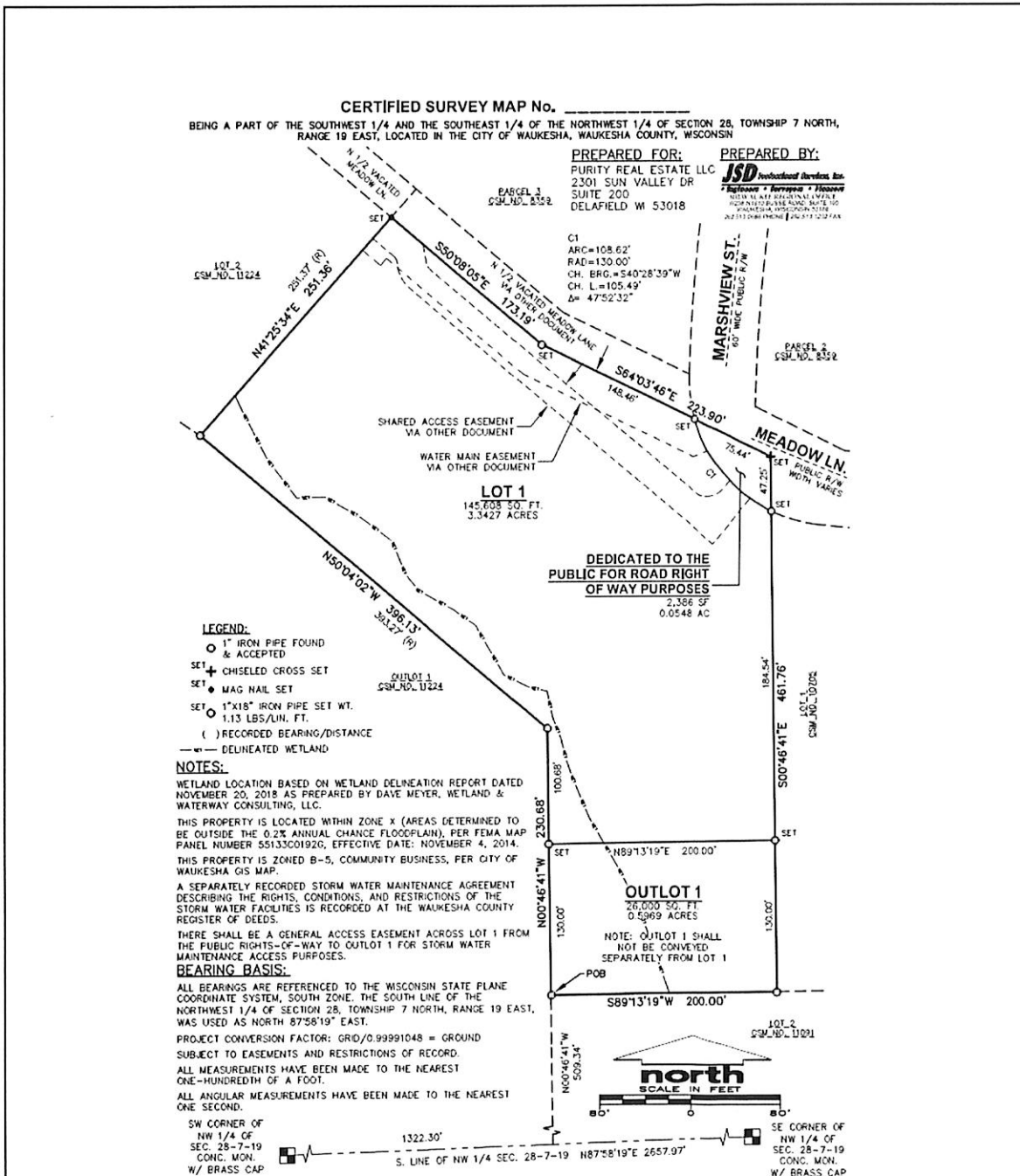


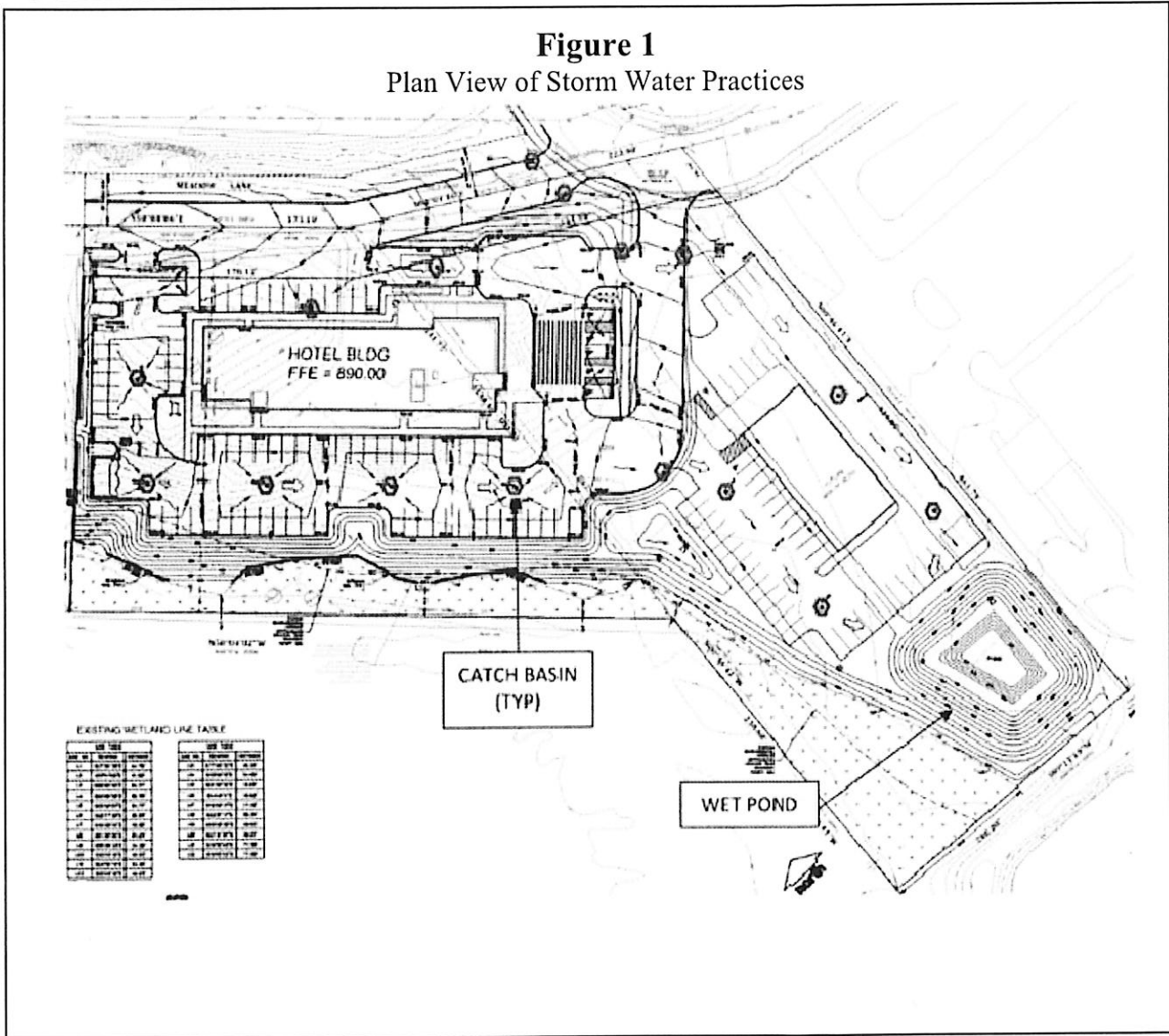
Exhibit B - Location Map

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 and all associated pipes, catch basins, ripraps, pond outlet spillway, earthen berms and other components of these practices. All of the noted storm water management practices are located within Lot 1 and Outlot 1 of CSM _____ as noted in Exhibit A.

Development Name: **Avid Hotel**
 Storm water Practices: **Wet Detention Basin**
 Location of Practices: **All of Lot 1 and Outlot 1 of CSM _____ :**

Figure 1
 Plan View of Storm Water Practices



EXISTING WETLANDS LINE TABLE

LINE NO.	DESCRIPTION	DATE	BY	CHKD BY
1	100' WETLANDS	10/10/00	J. SMITH	J. SMITH
2	50' WETLANDS	10/10/00	J. SMITH	J. SMITH
3	25' WETLANDS	10/10/00	J. SMITH	J. SMITH
4	10' WETLANDS	10/10/00	J. SMITH	J. SMITH
5	5' WETLANDS	10/10/00	J. SMITH	J. SMITH
6	2' WETLANDS	10/10/00	J. SMITH	J. SMITH
7	1' WETLANDS	10/10/00	J. SMITH	J. SMITH
8	0.5' WETLANDS	10/10/00	J. SMITH	J. SMITH
9	0.25' WETLANDS	10/10/00	J. SMITH	J. SMITH
10	0.125' WETLANDS	10/10/00	J. SMITH	J. SMITH
11	0.0625' WETLANDS	10/10/00	J. SMITH	J. SMITH
12	0.03125' WETLANDS	10/10/00	J. SMITH	J. SMITH
13	0.015625' WETLANDS	10/10/00	J. SMITH	J. SMITH
14	0.0078125' WETLANDS	10/10/00	J. SMITH	J. SMITH
15	0.00390625' WETLANDS	10/10/00	J. SMITH	J. SMITH
16	0.001953125' WETLANDS	10/10/00	J. SMITH	J. SMITH
17	0.0009765625' WETLANDS	10/10/00	J. SMITH	J. SMITH
18	0.00048828125' WETLANDS	10/10/00	J. SMITH	J. SMITH
19	0.000244140625' WETLANDS	10/10/00	J. SMITH	J. SMITH
20	0.0001220703125' WETLANDS	10/10/00	J. SMITH	J. SMITH
21	0.00006103515625' WETLANDS	10/10/00	J. SMITH	J. SMITH
22	0.000030517578125' WETLANDS	10/10/00	J. SMITH	J. SMITH
23	0.0000152587890625' WETLANDS	10/10/00	J. SMITH	J. SMITH
24	0.00000762939453125' WETLANDS	10/10/00	J. SMITH	J. SMITH
25	0.000003814697265625' WETLANDS	10/10/00	J. SMITH	J. SMITH
26	0.0000019073486328125' WETLANDS	10/10/00	J. SMITH	J. SMITH
27	0.00000095367431640625' WETLANDS	10/10/00	J. SMITH	J. SMITH
28	0.000000476837158203125' WETLANDS	10/10/00	J. SMITH	J. SMITH
29	0.0000002384185791015625' WETLANDS	10/10/00	J. SMITH	J. SMITH
30	0.00000011920928955078125' WETLANDS	10/10/00	J. SMITH	J. SMITH
31	0.000000059604644775390625' WETLANDS	10/10/00	J. SMITH	J. SMITH
32	0.0000000298023223876953125' WETLANDS	10/10/00	J. SMITH	J. SMITH
33	0.00000001490116119384765625' WETLANDS	10/10/00	J. SMITH	J. SMITH
34	0.000000007450580596923828125' WETLANDS	10/10/00	J. SMITH	J. SMITH
35	0.0000000037252902984619140625' WETLANDS	10/10/00	J. SMITH	J. SMITH
36	0.00000000186264514923095703125' WETLANDS	10/10/00	J. SMITH	J. SMITH
37	0.000000000931322574615478515625' WETLANDS	10/10/00	J. SMITH	J. SMITH
38	0.0000000004656612873077392578125' WETLANDS	10/10/00	J. SMITH	J. SMITH
39	0.00000000023283064365386962890625' WETLANDS	10/10/00	J. SMITH	J. SMITH
40	0.000000000116415321826934814453125' WETLANDS	10/10/00	J. SMITH	J. SMITH
41	0.0000000000582076609134674072265625' WETLANDS	10/10/00	J. SMITH	J. SMITH
42	0.00000000002910383045673370361328125' WETLANDS	10/10/00	J. SMITH	J. SMITH
43	0.000000000014551915228366851806640625' WETLANDS	10/10/00	J. SMITH	J. SMITH
44	0.0000000000072759576141834259033203125' WETLANDS	10/10/00	J. SMITH	J. SMITH
45	0.00000000000363797880709171245166015625' WETLANDS	10/10/00	J. SMITH	J. SMITH
46	0.000000000001818989403545856225830078125' WETLANDS	10/10/00	J. SMITH	J. SMITH
47	0.0000000000009094947017729281129150390625' WETLANDS	10/10/00	J. SMITH	J. SMITH
48	0.00000000000045474735088646405645751953125' WETLANDS	10/10/00	J. SMITH	J. SMITH
49	0.000000000000227373675443232028228759765625' WETLANDS	10/10/00	J. SMITH	J. SMITH
50	0.0000000000001136868377216160141143798828125' WETLANDS	10/10/00	J. SMITH	J. SMITH

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 CSM No. _____ via general access across Lot 1 of said CSM. 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 wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The wet detention basin will trap the finer suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Figures 1 and 2).

The main basin receives runoff from a 2.72-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 10-inch pipe extending through the berm in the south corner of the basin (see Figure 1). On the face of the 24-inch pipe, there is a 2-inch (orifice) with stone in front of it. This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the grated concrete riser or flow over the rock lined emergency spillway. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc. 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.

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 2-inch orifice and the trash rack 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, 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.
3. 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.
4. 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.
5. 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.
6. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay 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.
7. When sediment in the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Figure 2). 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.
8. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
9. 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 may attract nuisance populations of geese to the property and is not necessary or recommended.

10. 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.
11. The detention pond wire grid will require seasonal inspection and maintenance to ensure continued function having sufficient height above the pond as an acceptable wildlife deterrent.
12. The turf surrounding the pond shall be kept to within 6 to 12 inches in length and free of any grasses, shrubs or other landscaping that would produce large seed varieties in order to discourage the area from becoming a food source for hazardous wildlife.
13. The pond will require seasonal monitoring to determine if significant numbers of birds are being attracted to the location and if their flying presence could impact traveling aircraft. If significant wildlife is observed, mitigation/management shall be considered for this proposed pond.
14. 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.

Addendum 1
Storm Water Management Practice
Maintenance Agreement

Document number

The purpose of this addendum is to record verified "as-built" construction details, supporting design data and permit termination documentation for the storm water management practice(s) located on Lot 1 and Outlot 1 of Certified Survey Map No. _____, recorded in Waukesha County Register of Deeds Office on _____ day of _____, 20__ as Document No. _____, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 7 North, Range 19 East, located in the City of Waukesha, Waukesha County, Wisconsin. This document shall serve as an addendum to document # _____, herein referred to as the "Maintenance Agreement". This addendum includes all of the following exhibits:

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention basin.

Exhibit E: As-built Survey – shows detailed "as-built" cross-section and plan view of the wet detention basin.

Exhibit F: Engineering/Construction Verification – provides verification from the project engineer that the design and construction of the wet detention basin complies with all applicable technical standards and Waukesha County ordinance requirements.

Exhibit G: Storm Water Management & Erosion Control Permit Termination – provides certification by the City of Waukesha that the Storm Water and Erosion Control Permit for the above noted site has been terminated.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

WAKC 097-4992, WAKC 097-4993,
WAKC 097-4994
Parcel Identification Number(s) – (PIN)

Dated this 20 day of Dec, 2019

Owner:

Adel B Korkor

(sign)

ADEL B KORKOR

(typed)

Acknowledgements

State of Wisconsin County of Waukesha

Personally came before me this 23 day of DECEMBER, 2019, the above named ADEL B KORKOR to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julie Ann Acker JULIE ANN ACKER
Notary Public, Waukesha County, WI
My commission expires: 12/26/2020

218305
This document was drafted by:

JSD Professional Services, Inc
W238N1610 Busse Rd., Suite 100
Waukesha WI, 53188



Exhibit D

Design Summaries for Wet Detention Basin

Project Identifier: Avid Hotel **Project Size:** 4.23 Acres **No. of Lots:** 1
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Pewaukee Lake
Watershed Area: 4.23 acres

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design wet detention basin

Summary Data Elements	Subwatershed A			
	Pre-develop	Post-develop		
Watershed Areas (<i>in acres</i>) (see attached map)	3.38 acres	3.38 acres		
Average Watershed Slopes (%)	1.5-10%	2-6%		
Land Uses (<i>% of each</i>) (see attached map)	1.68 ac. Grassland 1.7 ac. woodland	0.54ac. grass 2.18 ac. paved parking		
Runoff Curve Numbers	RCN = 55	RCN = 91		
Conveyance Systems Types	Grass sheet and concentrated flow	25% paved swale 75% storm sewer		
Summary of Average Conveyance System Data	1.5% grade	0.50%-0.20%		
Time of Concentration (<i>T_c</i>) (see attached map & worksheets)	18.9 min.	6.0 min.		
25% of 2-yr 24-hr post-dev runoff volume	N/A	0.10 ac. ft.		
1-year/24 hour Runoff Volume	0.05 ac. ft.	0.34 ac. ft.		
2-yr./24 hour Peak Flow	1.02 cfs	0.38 cfs		
10-yr./24 hour Peak Flow	2.14 cfs	1.83 cfs		
100-yr./24 hour Peak Flow	6.58 cfs	5.56 cfs		

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design wet detention basin #1.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin	2.72 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	300 ft. to wetland
Any downstream roads or other structures? (describe)	Yes – Railroad Ditch
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (in basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Clay
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	Water observed 8'-10' below exist. grade in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.10 acres
Design permanent pool water surface elevation	elev. 881.0
Top of berm elevation (after settling) and width	elev. 887.0 / 10 feet wide
Length/width (dimensions/ratio)	445 ft. (L) x 145 ft. (W) = 3:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.0' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	2 ft. depth for pool 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
1-yr./24 hr. (volume)	0.15 cfs	883.19 ft.	0.25 acre feet	#1
(Post 2-yr./24 hr. peak)	0.16 cfs	883.55 ft.	0.30 acre feet	#1
(Post 10-yr./24 hr. peak)	1.66 cfs	884.17 ft.	0.40 acre feet	#1 and #2
(Post 100-yr./24 hr. peak)	3.15 cfs	885.72 ft.	0.67 acre feet	#1 and #2

* #1 = 2 inch orifice in water level control weir plate – flow line elev. @ 881.0
#2 = 24 inch diameter smooth Horiz. pipe – flow line elev. @ 884.0

Exhibit D (continued)

Watershed Map. The watershed map shown below was used to determine the post-development data contained in this exhibit. The post-developed watershed areas are the same as the pre-development watershed areas for this project.

Figure 1

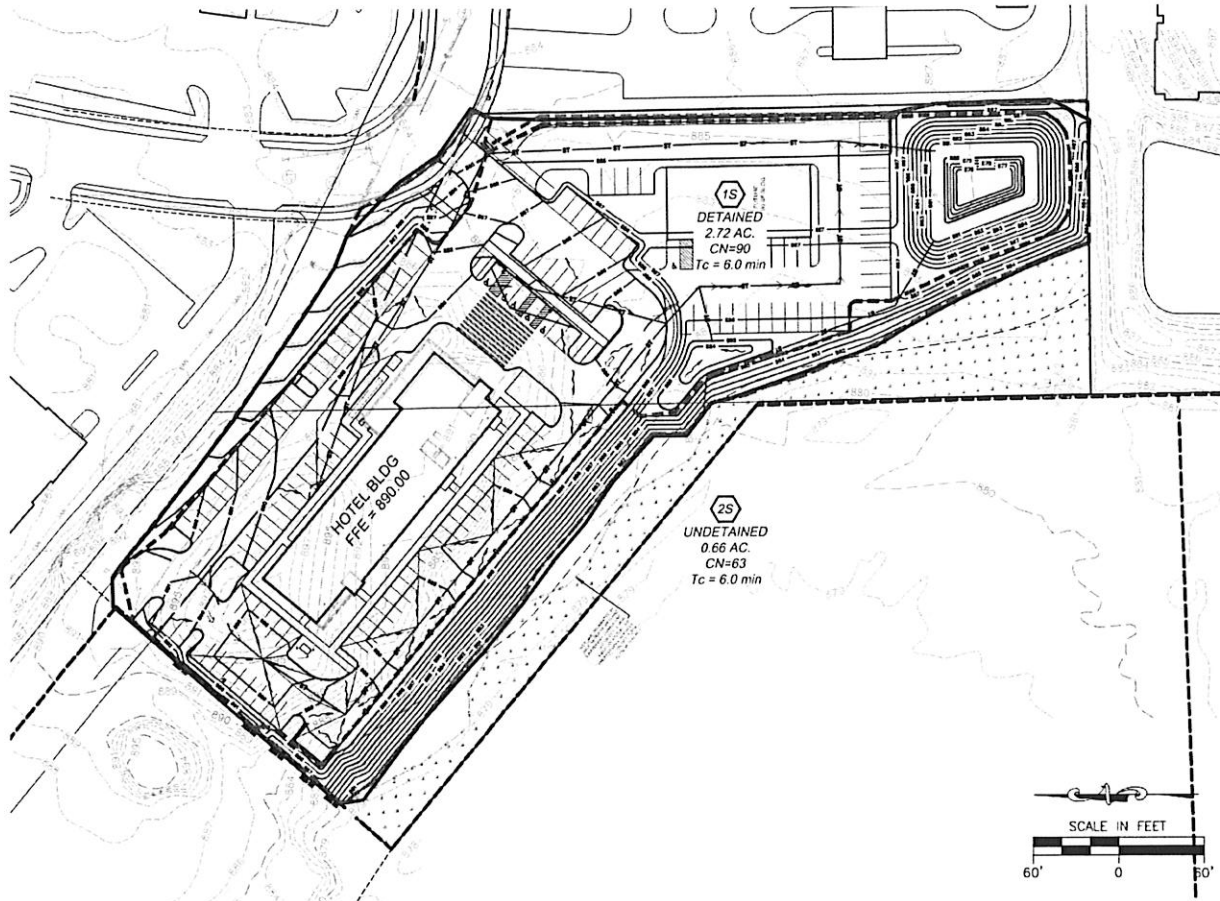


Exhibit E
As-built Survey for Wet Detention Basin

The wet detention basin depicted in Figure 1 is a reduced copy of the as-built plan.

Project Identifier: **Avid Hotel**
Storm water Practice: **Wet Detention Basin**
Location of Practice: **Outlot 1 of CSM _____ :**
Owners of Outlot 1: **Kingbird Real Estate**

Exhibit E

Figure 2

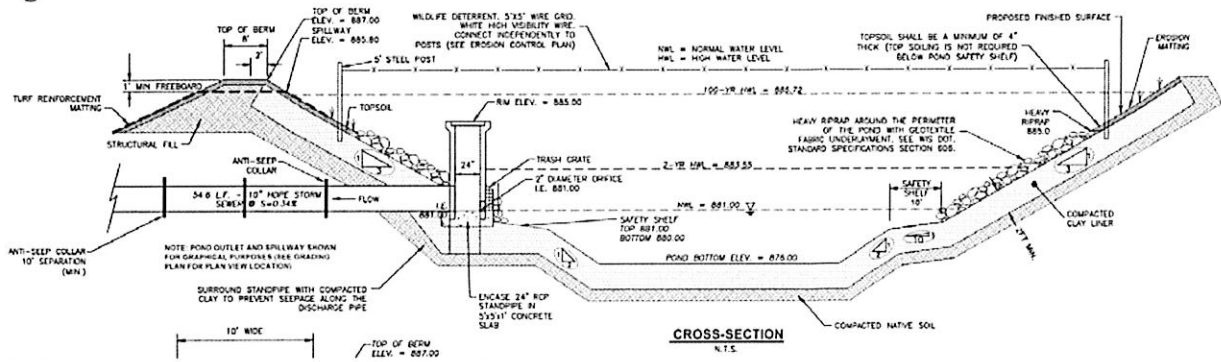


Exhibit "F"
Engineering/Construction Verification

DATE: _____

TO: City of Waukesha

FROM: _____ [Project Engineer's Name/Company]

RE: Engineering/Construction Verification for the following project:
Project Name: _____
Section _____, Town of _____
Storm Water Management & Erosion Control Permit # _____
Storm Water Management Practices: _____

For the above-referenced project and storm water management practices, this correspondence shall serve as verification that: 1) all site inspections outlined in approved inspection plans have been successfully completed; and 2) the storm water management practice design data presented in Exhibit D, and the "as-built" construction documentation presented in Exhibit E comply with all applicable state and local technical standards, in accordance with the City of Waukesha Storm Water Management and Erosion Control Ordinance.

[Must include one of the following two statements:]

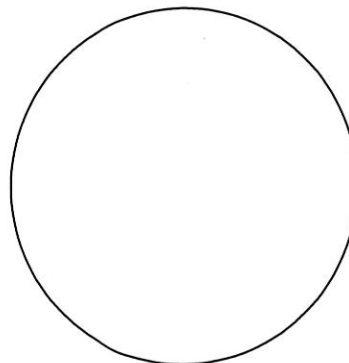
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

[Note: The City may request additional documentation to support this statement depending on the extent of deviations from the approved plans.]

Or

2. Any design or construction changes from the originally approved construction plans are documented in Exhibits D and E and have been approved by the City of Waukesha.

[Note: If warm season and wetland planting verification is required, it may be included in this exhibit.]



(Signed P.E. stamp must be included)

Exhibit G
Storm Water Management and Erosion Control Permit Termination

Project Identifier: Avid Hotel

Location: All that part of the Northwest Quarter (NW ¼) of Section 28, Township 7N, Range 19E (City of Waukesha)

Storm Water Management and Erosion Control Permit Holder's Name:

Storm Water Management & Erosion Control Permit #: _____

Chapter 32 – City of Waukesha Storm Water Management and Erosion Control requires that all newly constructed storm water management practices be maintained by the Storm Water and Erosion Control Permit Holder until permit termination, after which maintenance responsibilities shall be transferred to the responsible party identified on the CSM and referenced in this Maintenance Agreement.

Upon execution below, this exhibit shall serve to certify that the Storm Water Permit Holder has satisfied all requirements of the Storm Water Management and Erosion Control Ordinance and that the City of Waukesha has terminated the Storm Water Management and Erosion Control Permit for the property covered by this Maintenance Agreement.

Dated this ___ day of _____, 201_.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ___ day of _____, 201_, 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: _____