

## Storm Water Management Practice Maintenance Agreement

Automotive Holding Corporation 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:

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. Upon written notification by City of Waukesha or their 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 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.

Name and Return Address

City of Waukesha  
130 Delafield Street  
Waukesha, WI 53188

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 \_\_\_\_\_, 2015.

**Owner:**

\_\_\_\_\_  
(Owners Signature)

\_\_\_\_\_  
(Owners Typed Name)

## Acknowledgements

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2015, the above named Charles Hall to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_.

Notary Public, Waukesha County, WI

My commission expires:\_\_\_\_\_.

**This document was drafted by:**

**Joshua Radomski  
Jahnke & Jahnke Associates, Inc.  
711 W. Moreland Blvd.  
Waukesha, WI 53188**

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_.

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

\_\_\_\_\_  
Gina Kozlik, City Clerk

**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.

\_\_\_\_\_  
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: **Hall Automotive** Acres: **3.0378**  
Map Produced By: **Jahnke & Jahnke Associates, Inc.**

### Legal Description (based on deed):

All that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 22, Township 7 North, Range 19 East, and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the South  $\frac{1}{4}$  corner of said Section 22; thence North  $1^{\circ}00''$  East along the South  $\frac{1}{4}$  line, 271.98 feet; thence South  $46^{\circ}54'$  East along the Northerly line of County Trunk Highway JJ, 362.90 feet to the point of beginning of lands herein described; thence North  $43^{\circ}06'$  East, 501.10 feet; thence South  $46^{\circ}54'$  East 325.0 feet; thence South  $43^{\circ}06'$  West, 501.10 feet to the Northerly line of aforesaid highway; thence North  $46^{\circ}54'$  West along said Northerly line 325.00 feet to the point of beginning.

Except the Northeasterly 60 feet (as measured normal to the Northeasterly line which bears South  $46^{\circ}54'$  East 300.00 feet); and

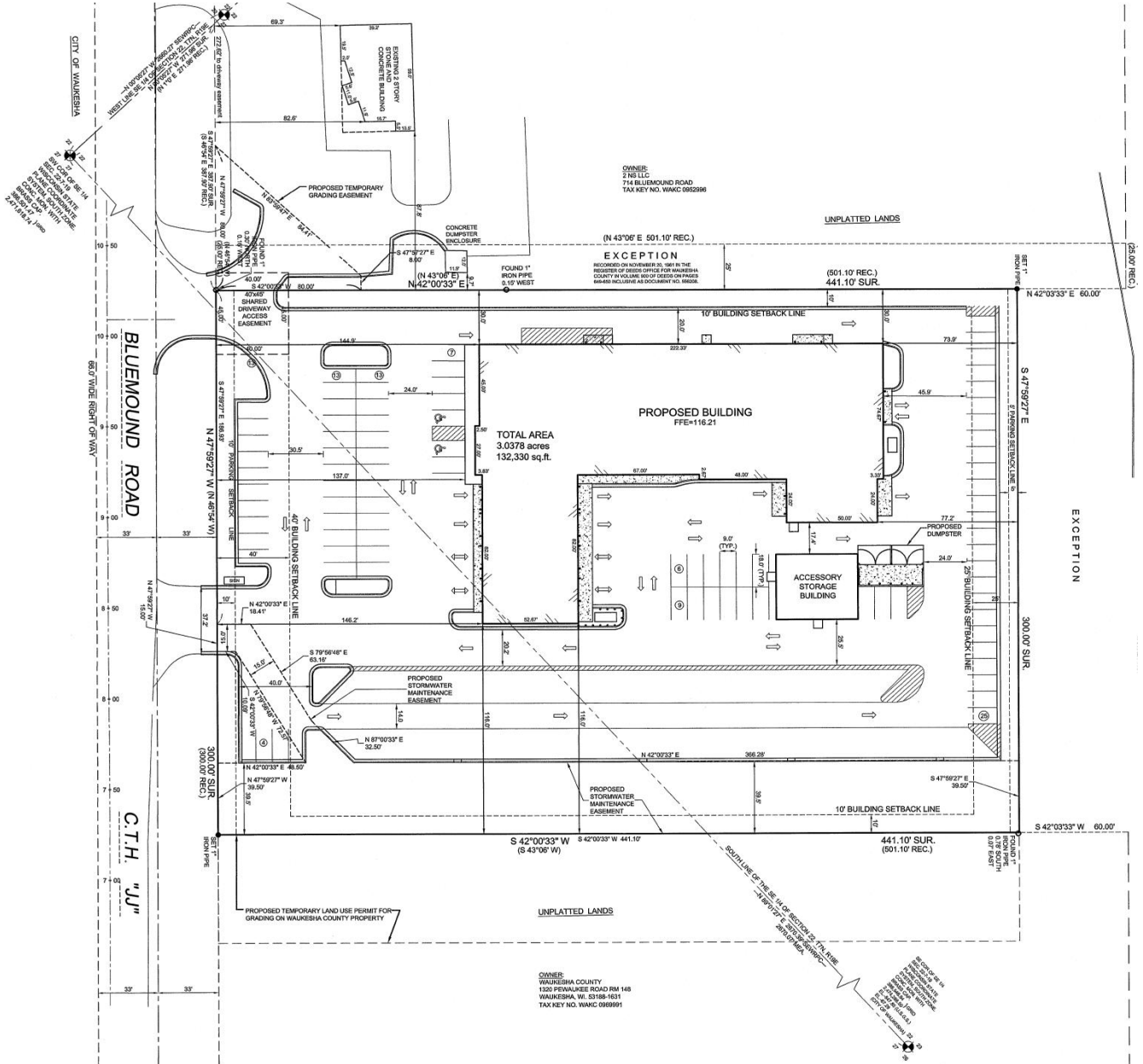
Except that part conveyed to the Waukesha County Investment Association, Inc., in Warranty Deed recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on November 20, 1961 in Volume 900 of Deeds, Page 649, as Document No. 556208.

Tax Key No. WAKT 0952994

Address: 704 Bluemound Road

### Suggested Legal Description (based on survey):

All that part of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 22, Township 7 North, Range 19 East and the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 27, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southeast Quarter (SE  $\frac{1}{4}$ ) being marked by a concrete monument with brass cap; thence North  $00^{\circ}05'27''$  West along the west line of said Southeast Quarter (SE  $\frac{1}{4}$ ), 271.98 feet to the northerly right of way line West Bluemound Road; thence South  $47^{\circ}59'27''$  East along said northerly right of way line, 387.90 feet to the place of beginning of lands hereinafter described; thence North  $42^{\circ}00'33''$  East, 441.10 feet; thence South  $47^{\circ}59'27''$  East, 300.00 feet; thence South  $42^{\circ}00'33''$  West, 441.10 feet to the northerly right of way line West Bluemound Road; thence North  $47^{\circ}59'27''$  West along said northerly right of way line, 300.00 feet to the place of beginning. Containing an area of 3.0378 acres (132,330 sq. ft.) of land.



## **Exhibit B - Location Map**

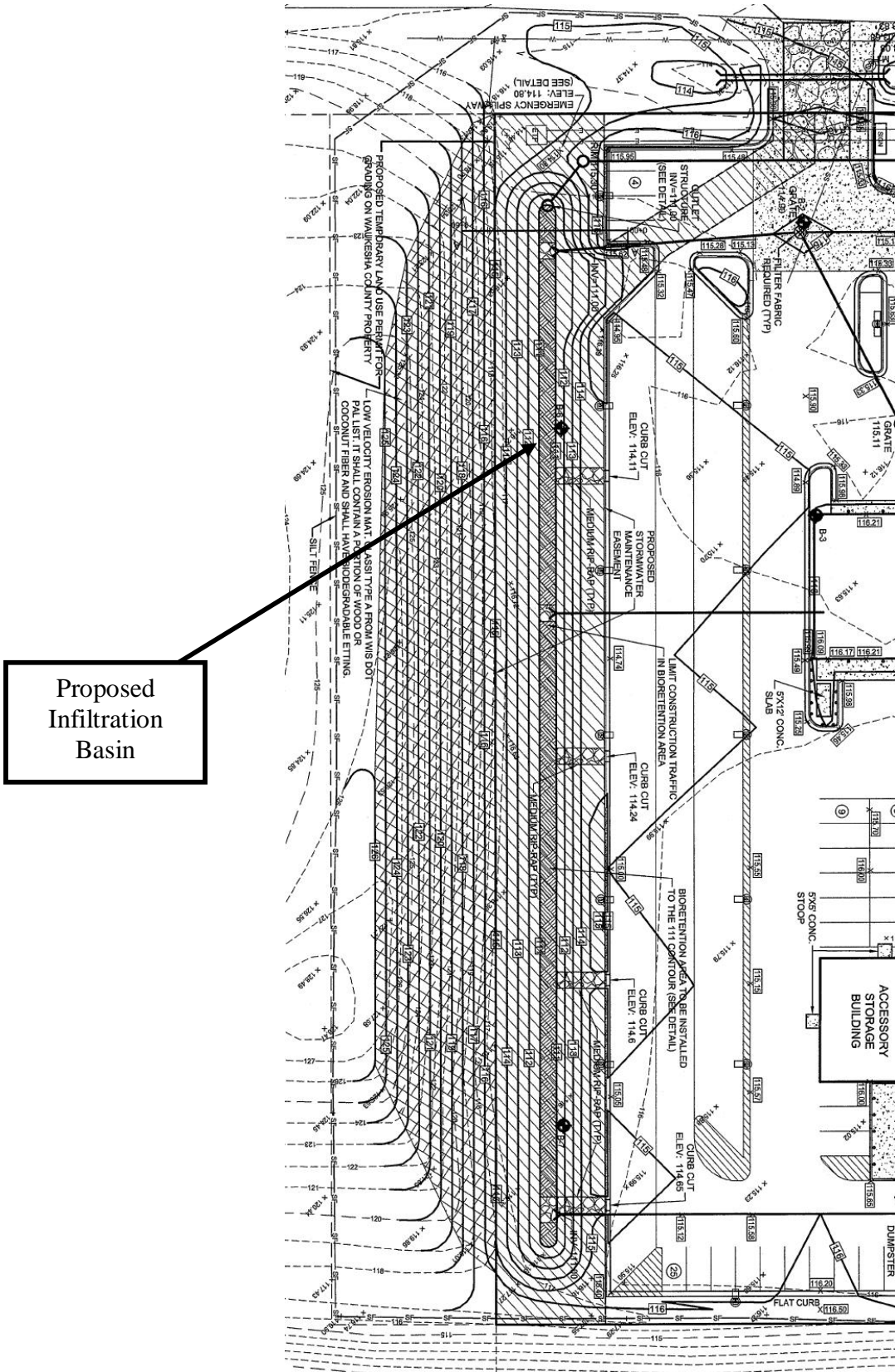
### **Storm Water Management Practices Covered by this Agreement**

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 infiltration basin and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located within a storm water maintenance easement on the site, as noted in Exhibit A.

Development Name:     **Hall Automotive**  
Storm water Practices:   **Infiltration Basin**  
Location of Practices:   **Within Storm Water Maintenance Easement on site**  
Maintenance Easement Legal Description:

Being part of the Southeast Quarter (SE ¼) of Section 22, and the Northeast Quarter (NE ¼) of Section 27, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin; Commencing at the Southwest corner of the Southeast Quarter (SE ¼) of Section 22; thence North 00°05'27" West 271.98 feet to the northeasterly right-of-way line of CTH "JJ" (Bluemound Road); thence South 47°59'27" East 574.83 feet along said right-of-way line to the place of beginning of the stormwater maintenance easement area hereinafter described; thence North 42°00'33" East 18.41 feet; thence South 79°56'48" East 63.16 feet; thence North 87°00'33" East 32.50 feet; thence North 42°00'33" East 366.28 feet to the northeasterly line of lands described in Volume 962 on page 461 as Document No. 598669; thence along said northeasterly line South 47°59'27" East 39.50 feet to the northeast corner of said lands; thence along the southeasterly line of said lands, South 42°00'33" West 441.10 feet to the northeasterly right-of-way line of CTH "JJ" (Bluemound Road); thence along said right-of-way line North 47°59'27" West 39.50 feet; thence North 42°00'33" East 48.50 feet; thence North 79°56'48" West 72.57 feet; thence South 42°00'33" West 10.09 feet to the northeasterly right-of-way line of CTH "JJ" (Bluemound Road); thence along said right-of-way line North 47°59'27" West 15.00 feet to the point of beginning. Containing a net area of 18,958 square feet (0.4352 acres) of land.

**Figure 1**  
Plan View of Storm Water Practices



Proposed  
Infiltration  
Basin

## **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 Exhibit B. 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 infiltration basin is designed to trap 64% of sediment in runoff and maintain pre-development downstream peak flows. The basin receives runoff from a 3.35 acre drainage basin. The storm water is pretreated through the use of inlets with sumps. Once water is conveyed to the infiltration basin, the water will infiltrate into the soil or drain through the outlet structure. The water level is controlled by a 24" diameter standpipe. At the base of the standpipe is a 6" diameter orifice with No. 2 washed stone in front of it. There will be an additional 6" hole 1.55 feet above the orifice at the base. No. 2 washed stone is placed next to the standpipe and in front of the orifices to prevent clogging. High flows may enter the concrete riser or flow over the 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 the City of Waukesha accepts verification of construction from the project engineer.

#### **Minimum Maintenance Requirements:**

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

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
  - o For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
  - o After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
  - o Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
  - o Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacture's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. 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.
3. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
  - o If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth,



loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.

- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
  - If inspection of the monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
  - If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
4. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
  5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
  6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
  7. No trees are to be planted or allowed to grow on the earthen berms of the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
  8. If floating algae or weed growth becomes a nuisance in the forebay (decay odors, etc.), it must be removed and deposited where it cannot drain back into the basin or forebay. 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.
  9. When sediment in the forebay has accumulated to an elevation of three feet below the outlet elevation, it must be removed (refer to figure). 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. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase deposition in the infiltration basin.
  10. No grading or filling of the basin or berms other than for sediment removal is allowed.
  11. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
  12. 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 City of Waukesha Engineering Department. All documentation is to be delivered to the attention of the City Engineer at the Waukesha Engineering Department of January 10<sup>th</sup> and July 10<sup>th</sup> each year.