

Storm Water Management Practice Maintenance Agreement

Document Number

Futura II LLC, 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. 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.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN)
WAKC1005240

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 _____, 201_.

Owner:

(Owners Signature)

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 201_, the above named ___ [Owners name] 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:_____.

This document was drafted by:

**Harwood Engineering Consultants
255 N 21st Street
Milwaukee, WI**

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.

[Name]
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: **Griffin Ford – Budget Center** Acres: 2.04
 Date of Recording: **July 13, 2016**
 Map Produced By: **Capitol Survey Enterprises**
 Legal Description: **Lot 1 of CSM 11468**

ALL BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 36-7-19, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 27) BEARING OF N 00°30'57" W.

- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- ⊙ INDICATES 1 INCH DIA. IRON ROD, FOUND.
- INDICATES 1 INCH DIA. IRON PIPE, FOUND.

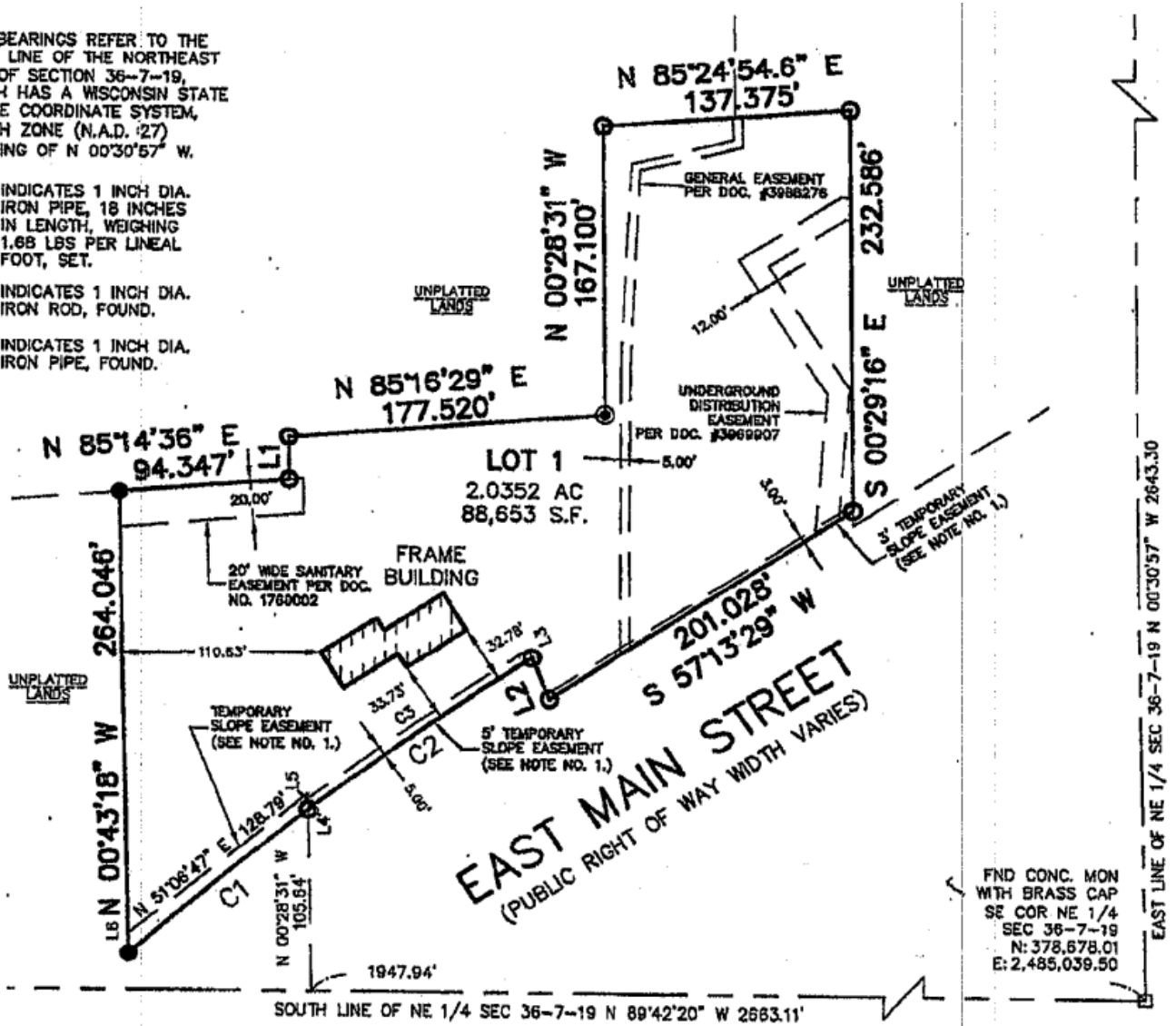
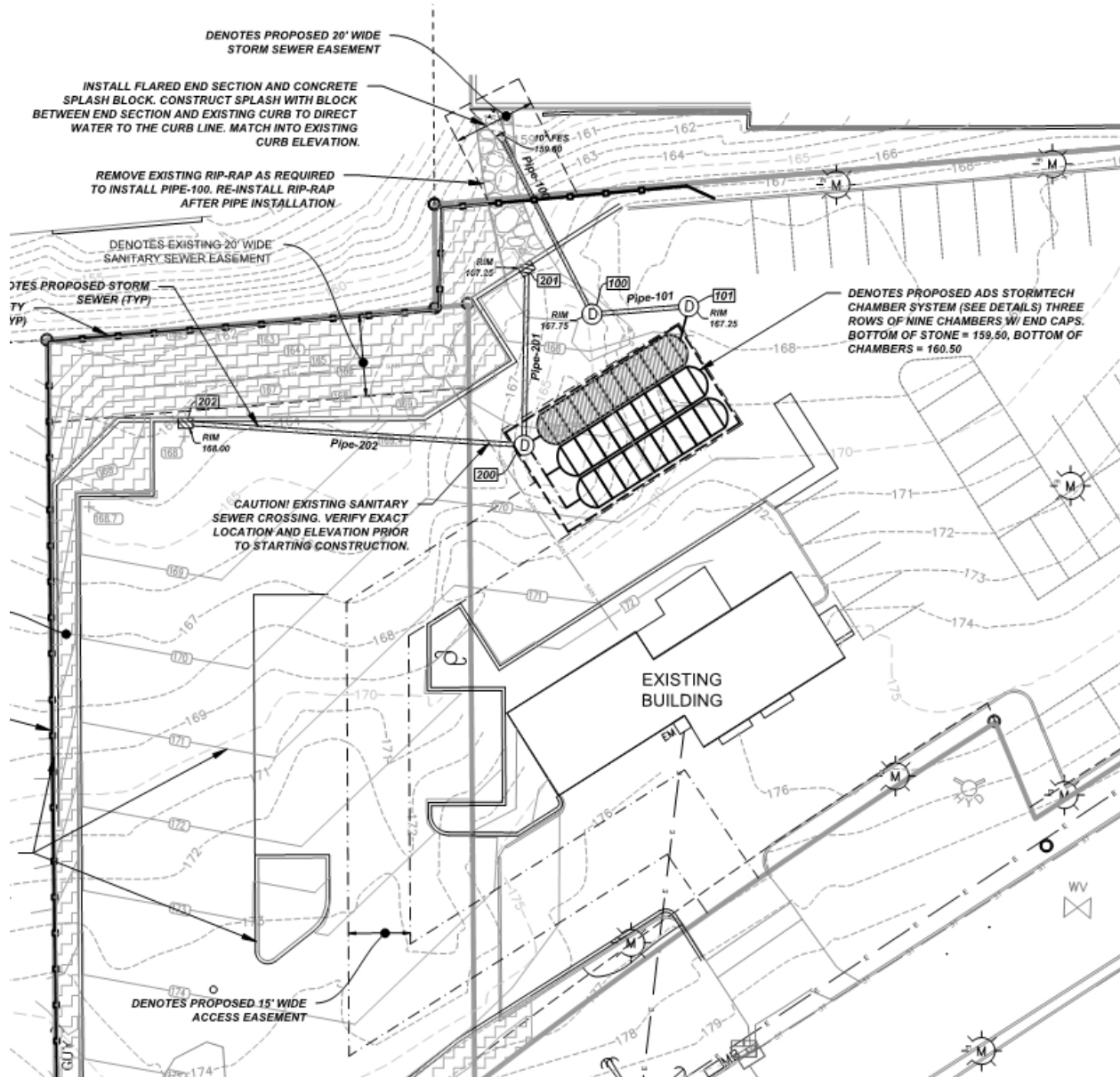


Exhibit B - Location Map

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 an underground detention and infiltration system and all associated pipes, other components of this practice. All of the noted storm water management practices are located within a drainage easement in, as noted in Exhibit A.

Project Name: Griffin Ford – Budget Center
Storm water Practices: Underground Detention and Infiltration System.



MAINTENANCE EASEMENT EXHIBIT

PART OF THE NORTHEAST 1/4 OF SECTION 36, IN TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 36; THENCE NORTH 00°43'18" WEST 231.83 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 85°16'29" EAST 688.17 FEET; THENCE SOUTH 00°18'35" EAST 69.40 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE NORTH 57°38'12" EAST 54.03 FEET; THENCE NORTH 32°21'48" WEST 15.02 FEET; THENCE NORTH 58°53'58" EAST 50.01 FEET; THENCE SOUTH 32°21'48" EAST 28.91 FEET; THENCE SOUTH 57°38'12" WEST 95.73 FEET; THENCE SOUTH 00°18'35" EAST 74.56 FEET; THENCE NORTH 57°38'12" EAST 78.60 FEET; THENCE SOUTH 34°21'23" EAST 31.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MAIN STREET, ALSO KNOWN AS COUNTY TRUNK HIGHWAY "Y"; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE 15.00 FEET, ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 1660.00 FEET, AND WHOSE CHORD BEARS SOUTH 55°08'05" WEST 15.00 FEET; THENCE NORTH 34°21'23" WEST 17.49 FEET; THENCE SOUTH 57°38'12" WEST 91.21 FEET; THENCE NORTH 00°18'35" WEST 109.96 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,249 SQUARE FEET OR 0.12 ACRES



CSE
 CAPITOL SURVEY ENTERPRISES
 220 REGENCY CT STE 210
 BROOKFIELD, WI 53045
 PH: (262)-786-6600
 WWW.CAPITOLSURVEY.COM



SCALE 1"=40'

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 underground detention and infiltration system is designed to detain and infiltrate runoff and maintain pre-development downstream peak flows. The system consists of a series of ADS Stormtech chambers imbedded in a stone storage layer. A system of catch basins and storm sewer will route runoff to the system. The system will be connected to the native sandy soil in this area and will have an open bottom to promote infiltration. The first series of chambers will be installed as an isolation row with filter fabric to trapped sediment in the row of the system and facilitate future cleaning of the system.

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.
2. The ADS stormtech) chambers need to be periodically inspected (at least annually). When the average depth of the sediment reaches 3” the chambers will need to be cleaned. The attached operations and maintenance manual details the cleaning procedure.
3. Catch basins shall be inspected annually, when sediment in the catch basins reaches a level of 12” deep the catch basins shall be cleaned.
4. 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.
5. 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.