

## Storm Water Management Practice Maintenance Agreement

Miro Tool, 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  
201 Delafield Street  
Waukesha, WI 53188

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 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 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.
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 \_\_\_\_\_, 202\_\_.

**Owner:**

\_\_\_\_\_  
Miro Tool  
Title: \_\_\_\_\_

### **Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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: \_\_\_\_\_.

**This document was drafted by:**

CJ Engineering LLC  
Christopher Jackson, PE



## **Exhibit A – Legal Description**

The following description 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: **Miro Tool**                      Acres: **4.265**

Legal Description:

LOT 1 OF CERTIFIED SURVEY MAP NO. 11076, PART OF THE NE ¼ OF THE NE ¼ OF SECTION 9,  
TOWNSHIP 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY,  
WISCONSIN.

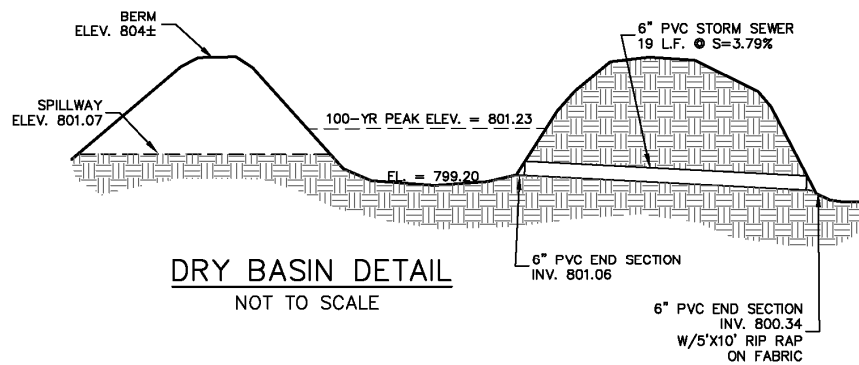
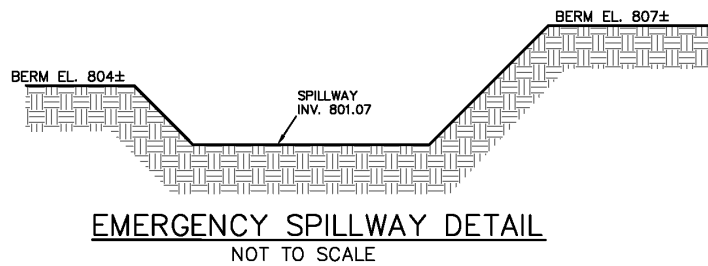
## Exhibit B - Location Map

### Storm Water Management Practices Covered by this Agreement

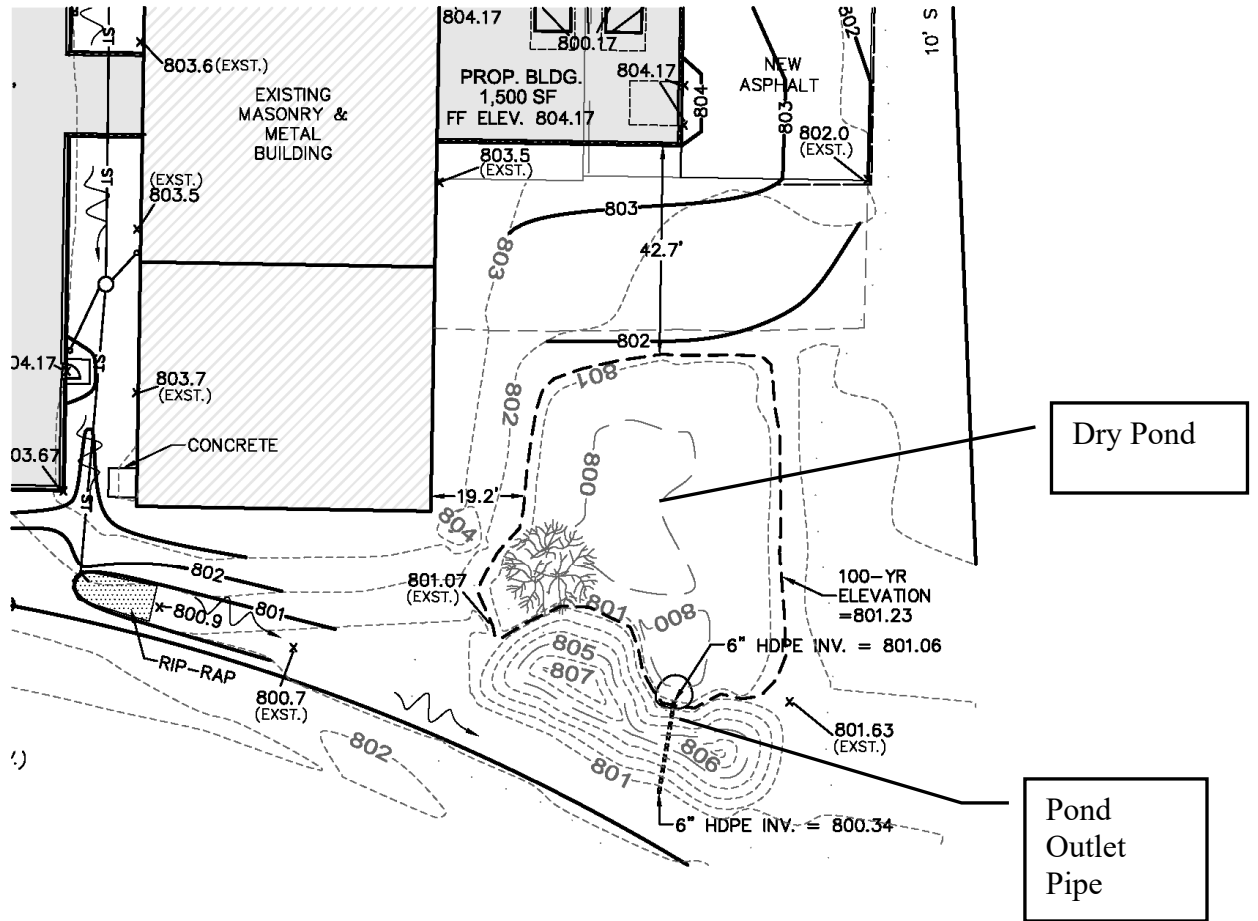
The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include a dry pond and all associated pipes, earthen berms and other components of these practices.

Project Name:           **Miro Tool**  
Storm water Practices:   **Storm Water Dry Basin**  
Location of Practices:   **Southeast side of site**

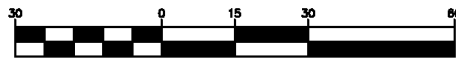
**Figure 1**  
Storm Water Practices



**Exhibit B Continued - Location Map**  
**Storm Water Management Practices Covered by this Agreement**  
**Figure 2**  
**Storm Water Practices Location**



**GRAPHIC SCALE**



1 inch = 30 ft

CJE NO.: 2216R4  
 NOVEMBER 30, 2022