

Storm Water Management Practice Maintenance Agreement

Briohn Ventures 24, 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.

Name and Return Address

City of Waukesha
130 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 _____, 201__.

Owner:

Briohn Ventures 24, LLC
Nelson Williams, Member

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 201__, the above named Joe Nolan 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
Randall Bruckner, PE

For Certification Stamp

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

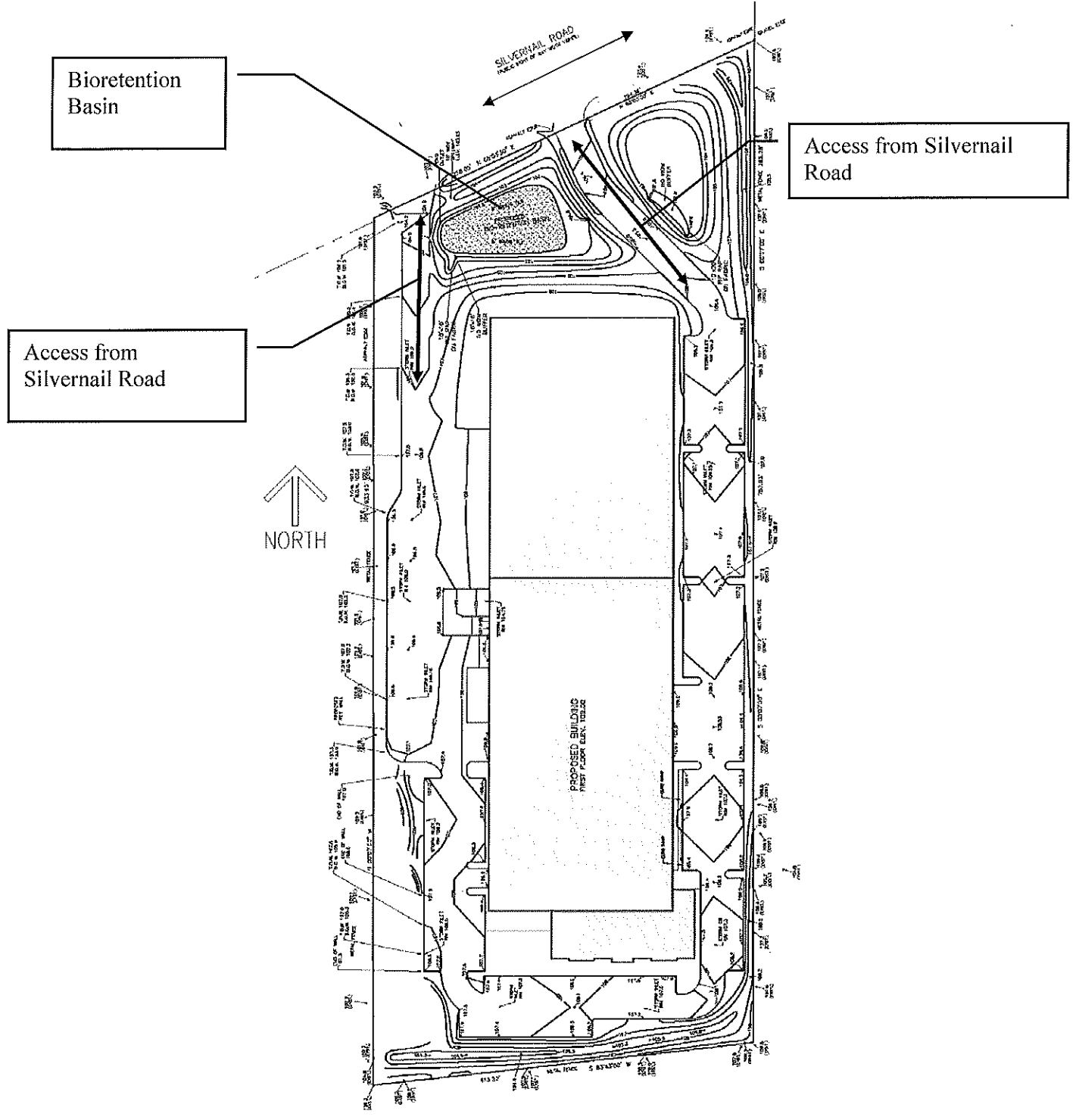


Exhibit C

Bioretention Basin Storm Water Practice Maintenance Plan

Minimum Maintenance Requirements for Bioretention/Infiltration Basin

System Description:

The storm water management facility includes a bioretention on the north side of the property. The basin is designed to reduce runoff rates and provide water quality from the site by intercepting the runoff and allowing it to seep (infiltrate) into the engineered soil layer and through the 6" perforated under-drain pipes. During larger storm events, runoff will enter the standpipe and outlet pipe into wetlands at the west end of the site. To function correctly, the bioretention basin size, depth and outlet structures must be maintained as specified in this Agreement.

Minimum Maintenance Requirements:

To ensure the proper function of the bioretention basin, the following list of maintenance activities are required to be performed by the owner or authorized qualified representative:

1. A minimum of 70% soil cover made up of plants must be maintained on the basin bottom. The basin sides shall be a storm water seed mix per landscape plan. Maintain plants and grasses per qualified landscape contractor recommendations.
2. Seasonal (early spring) inspection of the soil surface for the presence of sodium accumulation due to the introduction of chlorides for winter maintenance of the parking lot should occur. It is also recommended that the soil be flushed with 1" of clean water 3-4 times each spring. Consider reducing sodium/salting or use sodium alternatives.
3. The bioretention basin and all components (vegetation, inlets, outlets, etc.) should be inspected after each heavy rain of 1.5" or more. 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 basin is not draining, the 6" drain tile should be cleared of any blockages or obstructions. Expose the stone and soil immediately around the pipe, clear blockages and replace per approved design.
 - o If soil testing shows that the soil surface has become crusted, sealed or compacted, Engineered soil should be replaced. Expose 6" drain tile and verify it is clear of obstructions. Remove and replace engineered soil per WDNR specifications. Replace basin plantings per approved Landscape Plan for the project. Engineered soil shall be tested for pH between 5.5 and 6.5.
 - o If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area replanted in accordance with the approved Landscape Plan for the project. Sediment removed shall be deposited offsite at an appropriate soil disposal facility.
4. All outlet pipes, 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 basin to prevent soil compaction. Soil compaction will reduce infiltration and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
7. No additional trees are to be planted or allowed to grow on the earthen berms or 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. Woody vegetation must be removed.
8. Check for invasive species growth and remove per species specific recommended practices.
9. No grading or filling of the basin or berms other than for sediment removal is allowed.
10. Two required inspections a year shall be conducted in spring (between March 15th and April 15th). An inspection form must be completed and documented by a qualified person that represents the Owner. Any needed maintenance must be documented and scheduled for immediate repair. All repairs must be documented, preferably with photographs.
11. Snow shall not be dumped directly onto the conditioned planting bed.
12. See chart below for maintenance activity and frequency:

Activity	Frequency
Water Plants	As necessary during first growing season
Water as necessary during dry periods	As needed after first growing season
Re-mulch void areas	As needed
Treat diseased trees and shrubs	As needed
Inspect soil and repair eroded areas	Monthly
Remove litter and debris	Monthly
Add additional mulch	Once per year

13. 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.
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 City of Waukesha Engineering Department.