

Storm Water Management Practice Maintenance Agreement

LRG, 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

Parcel Identification Number(s) –
1005 994, 1005 995, 1005 996

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 ___ day of _____, 2017.

Owner:

(Owners Signature/ Owner's Representative Signature)

Shermin Pelinski

(Owners Typed Name/Owner's Representative Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2017, the above named Shermin Pelinski 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:

Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Fields – Jaguar-Land Rover-Volvo
City of Waukesha

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ____ day of _____, 2017.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2017, the above named Shermin Pelinski 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: Fields Jaguar-Land Rover-Volvo - Waukesha Acres: 4.4653

Date of Recording:

Map Produced By: Vierbicher, 999 Fourier Drive, Suite 201, Madison, WI 53717

Legal Description:

Parcel 1005 994:

The West 1/2 of the following described parcel of land, to-wit: All that part of the East 1/2 of Section 36, Township 7 North, Range 19 East, bounded and described as follows: Beginning at a point on the center line of U.S.H. "18" said point being North 85°45' East 532.59 feet distant from the intersection of the North and South 1/4 line of said Section 36 with the center line of said highway; thence South parallel with said 1/4 line of said Section 36 with the center line of said highway; thence South parallel with said 1/4 line 492.10; thence North 85°45' East 355.04 feet; thence North parallel with said 1/4 line 492.10 feet to the center line of said highway; thence South 85°45' West along said center line 355.04 feet to the place of beginning. Excepting those lands within the U.S.H. "18" right of way. Said land being in the City of Waukesha, County of Waukesha, State of Wisconsin.

Parcel 1005 995:

All that part of the East 1/2 of Section 36, Township 7 North, Range 19 East, bounded and describe as follows: Beginning at a point on the center line of the U.S.H. "18" said point being North 85°45' East, 355.06 feet distant from the intersection of the North and South 1/4 line of Section 36 with the center line of said highway; thence South parallel with said 1/4 line, 492.10 feet; thence North 85°45' East 177.53 feet; thence North parallel with said 1/4 line, 492.10 feet to the center line of said highway; thence South 85°45' West along said center line, 177.53 feet to the place of beginning. Excepting therefrom the premises conveyed by Deed recorded in Volume 1028 of Deeds, Page 643, as Document No. 647455. Said land being in the City of Waukesha, County of Waukesha, State of Wisconsin.

Parcel 1005 996:

The Easterly 1 acre of that piece of land known as Parcel "G" and described as follows: All that part of the East 1/2 of Section 36, Township 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows: Beginning at a point on the center line of United States Highway #18, said point being North 85° 45' East 177.53 feet distant from the intersection of the North and South quarter line of said Section 36 with the center line of said highway; thence South parallel with said quarter line 492.10 feet; thence North 85° 45' East 177.53 feet; thence North parallel with said quarter line 492.10 feet to the center line of said Highway; thence South 85° 45' West along said center line 177.53 feet to the place of beginning. Excepting therefrom that portion of the above real estate described in Award of Damages recorded as Document No. 642800.

1859, 1901 & 1903 E. Moreland Blvd
Waukesha, Wisconsin

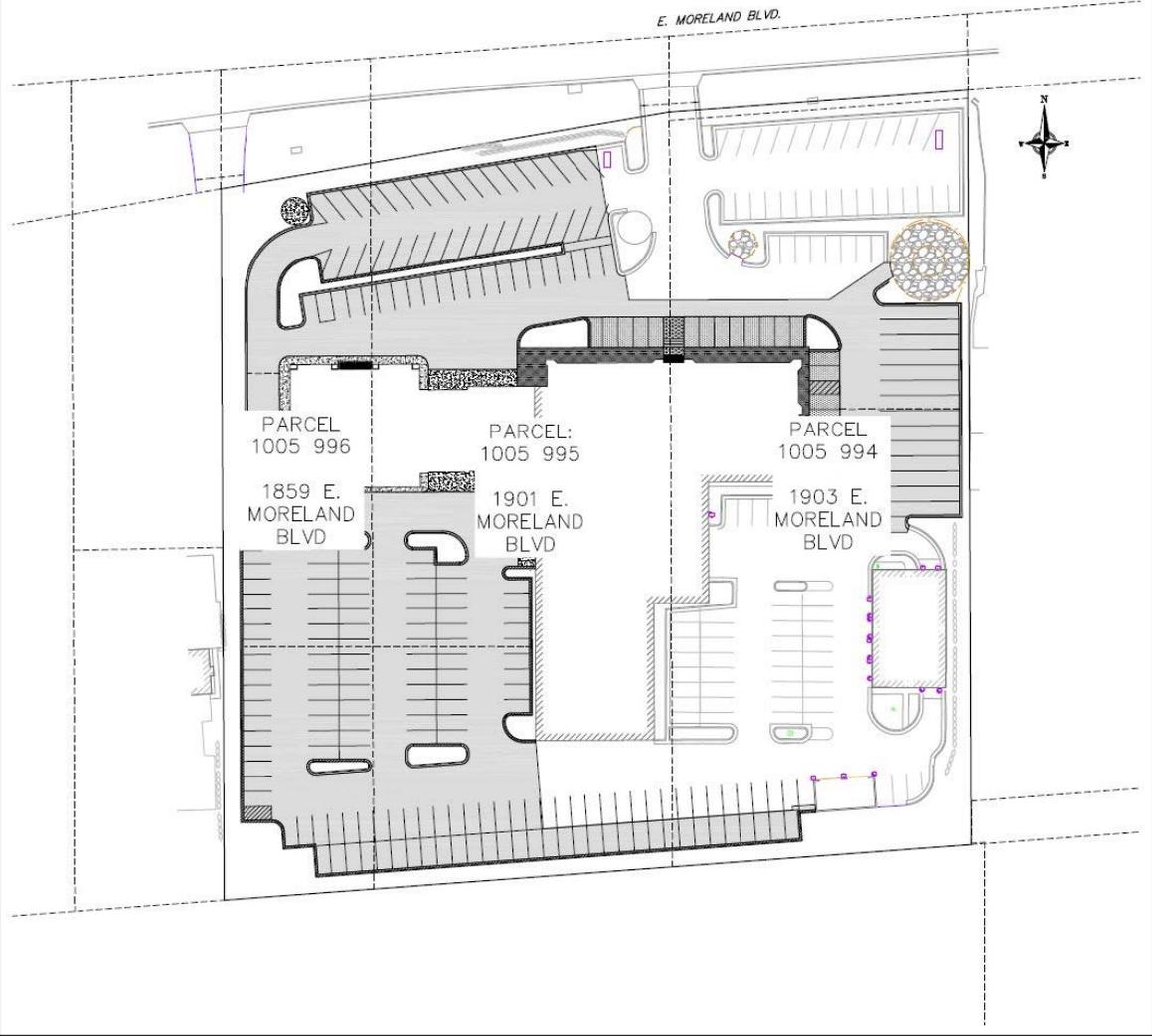
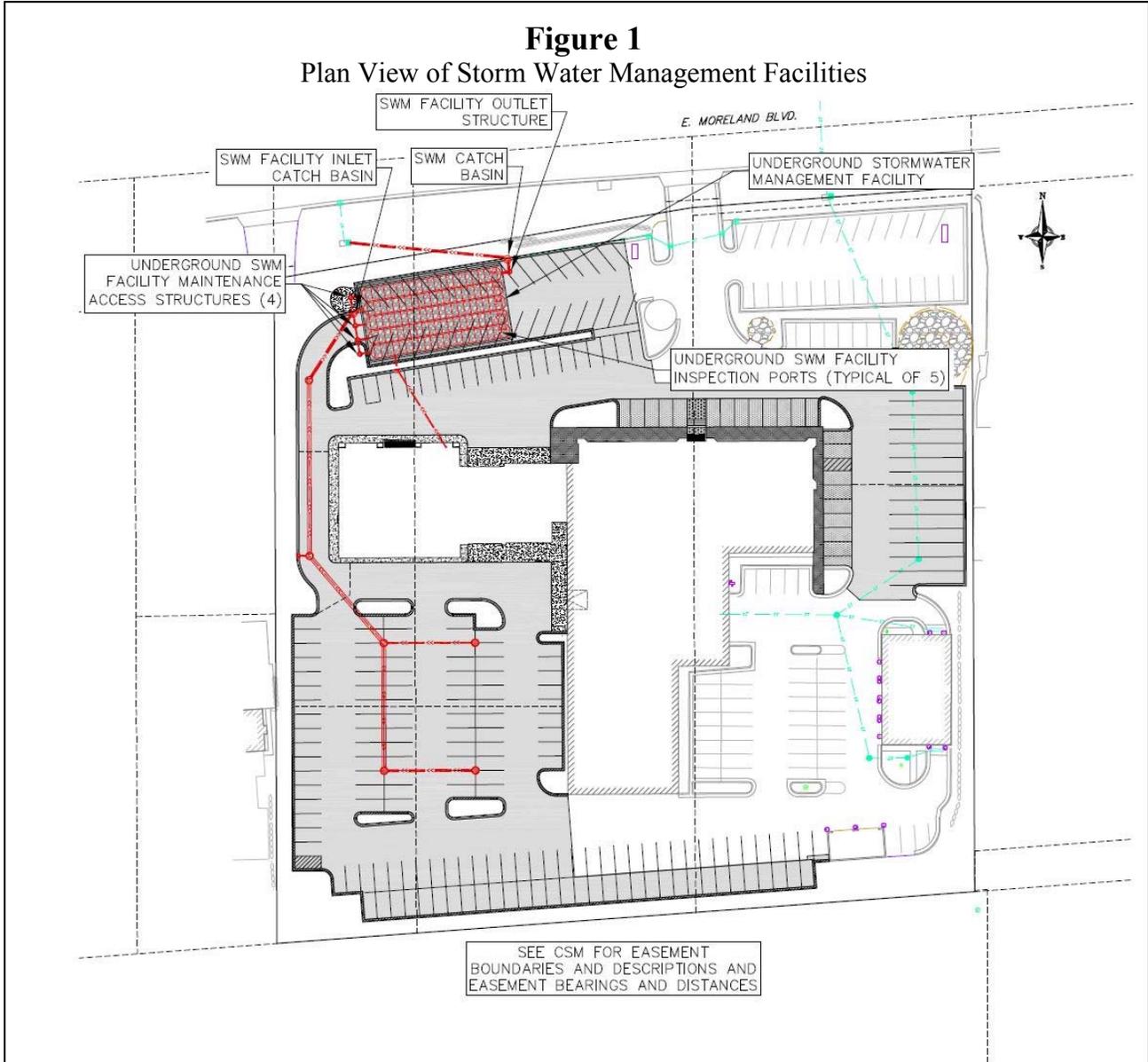


Exhibit B - Location Maps

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 stormwater detention system and two concrete storm manhole catch basins and all associated storm sewer pipes and other components of these practices.

Property Address: **1859, 1901, 1903 E Moreland Blvd, Waukesha, Wisconsin**
Storm water Practices: **Underground Stormwater Management Detention Facility, Catch Basins (2)**
Location of Practices: **See maps below**



Easement Boundary Legal Description

Part of the Southwest 1/4 of the Northeast 1/4 of Section 36, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said Northeast 1/4 Section; thence North $00^{\circ}43'18''$ West along the West line of said 1/4 Section 231.51 feet to a point; thence North $85^{\circ}16'31''$ East 266.30 feet to a point marking the Southeast corner of Lot 2 in Certified Survey Map No. 5637; thence North $00^{\circ}43'18''$ West along the East line of said Certified Survey Map 421.05 feet to a point on the South line of East Moreland Boulevard; thence North $79^{\circ}51'17''$ East along said South line 56.18 feet to a point; thence South $09^{\circ}42'32''$ East 22.62 feet to the point of beginning of lands hereinafter described; thence North $80^{\circ}17'28''$ East 62.00 feet to a point; thence South $09^{\circ}42'32''$ East 40.00 feet; thence South $80^{\circ}17'28''$ West 62.00 feet to a point; thence North $09^{\circ}42'32''$ West 40.00 feet to the point of beginning.

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. 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.

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.

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.

Wisconsin Department of Natural Resources Construction Site Inspection Form 3400-187 is attached to this document.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Underground Detention System
- Concrete Storm Manhole Catch Basins (2)
- Storm Sewer System

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised. Owner shall maintain records of all inspection and maintenance activities in accordance with Chapter 32 of the City of Waukesha Code Book.

UNDERGROUND DETENTION SYSTEM

- See attached manufacturer's recommended maintenance.
- Inspect components of detention system semi-annually.
- Maintenance activities shall be in accordance with manufacturer's specifications.
- Sediment shall be removed when the sediment has accumulated to within 2' of the outlet
- Accumulated sediment removed from device shall be disposed of in accordance with Chapter NR 528, Wisconsin Administrative Code including completing Form 4400-248.

STORM SEWER SYSTEM AND CATCH BASINS

- Visual inspection of components shall be performed to ensure there is no blockage or debris in pipes. Remove any debris from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Sediment shall be removed from the catch basin sumps annually, at a minimum, and more frequently if the sumps are more than half full.

- Repairs must restore the component to the specifications of the original plan.
- Catch basin sump floor shall be constructed to a minimum of three (3) feet below the outlet pipe invert elevation.
- The owner shall visually inspect the catch basin sumps every six (6) months. Siltation in the catch basin sump shall be removed and disposed offsite in accordance with Wisconsin Department of Natural Resource's regulation. Removal shall be required when catch basin sump depth is within one (1) foot of the outlet pipe invert elevation.