

Storm Water Management Practice Maintenance Agreement

Neenah Enterprises., 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:

Neenah Enterprises
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: **Neenah Enterprises**

Acres: **3.221**

Legal Description:

All that part of the Southwest $\frac{1}{4}$ of Section 10, Town 6 North, Range 19 East, City of Waukesha, County of Wisconsin, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of River Park Industrial Subdivision, a recorded plat in the City of Waukesha, said corner also being the intersection of the North line of a 70 foot right-of-way known as Philip Drive, with the West line of an 80 feet right-of-way known as Prairie Avenue; thence South $27^{\circ}33'30''$ East along the West line of Prairie Avenue 70.42 feet to the South line of said Philip Drive; thence continuing South $27^{\circ}33'30''$ East along the West line of said Prairie Avenue, 54.49 feet to the beginning of a curve; thence 185.08 feet along the arc of curve with a radius of 363.58 feet, a chord bearing of South $12^{\circ}58'30''$ East and a chord length of 183.09 feet to the end of said curve; thence South $1^{\circ}36'30''$ West along the West line of said Prairie Avenue, 3530.73 feet to a point, said point being the intersection of the West line of said Prairie Avenue with the North line of a 70 foot right-of way known as Progress Avenue; thence continuing South $1^{\circ}36'30''$ West along the West line of said Prairie Avenue 70.00 feet to the South line of said Progress Avenue, said point being the point of beginning of the lands herein to be described; thence continuing South $1^{\circ}36'30''$ West along the West line of said Prairie Avenue, 475.77 feet to a point on the corporate limits line of the City of Waukesha; thence North $89^{\circ}40'25''$ West along said corporate limits line, 292.07 feet to a point; thence North $1^{\circ}36'30''$ East, 482.36 feet to the South line of aforementioned Progress Avenue; thence South $88^{\circ}19'35''$ East along the South line of said Progress Avenue, 292.00 feet to the point of beginning.

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 wet pond and all associated pipes, earthen berms and other components of these practices.

Project Name: **Neenah Enterprises**
Storm water Practices: **Storm Water Wet Pond**
Location of Practices: **West side of site**

Figure 1
Storm Water Practices

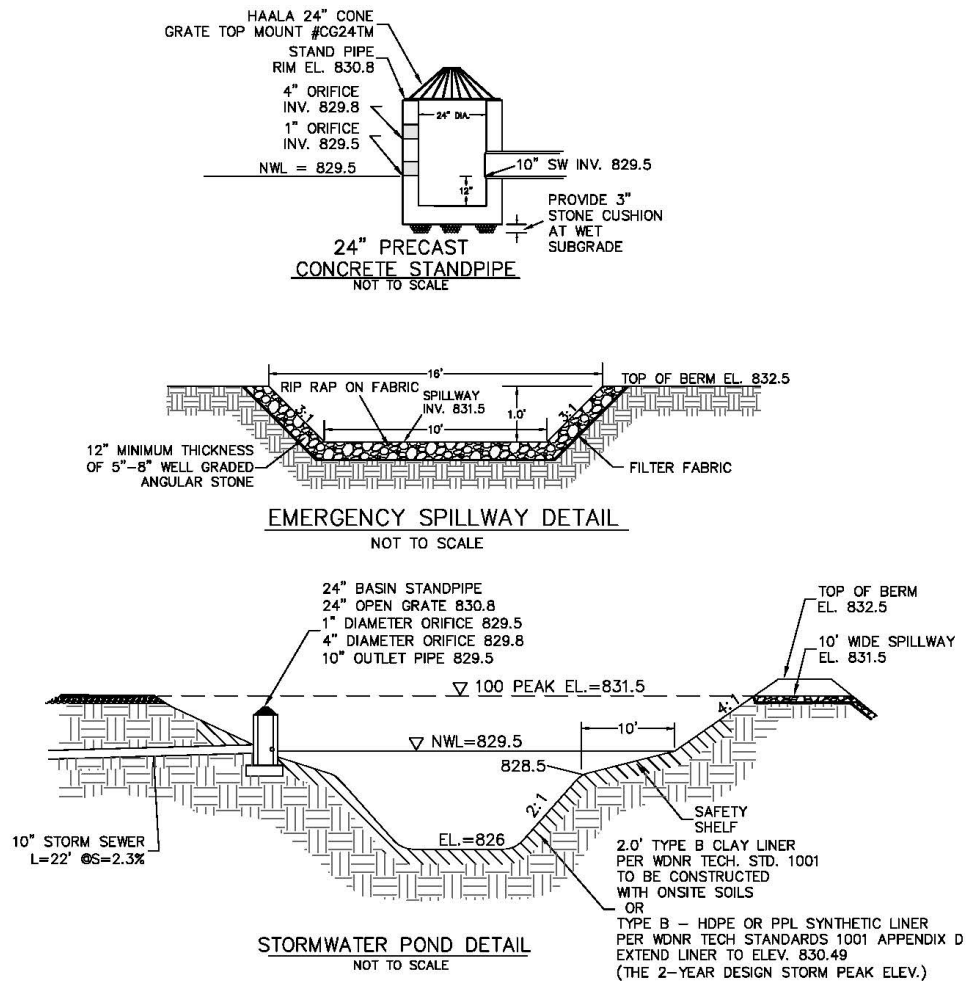


Exhibit B Continued - Location Map
Storm Water Management Practices Covered by this Agreement
Figure 2
Storm Water Practices Location

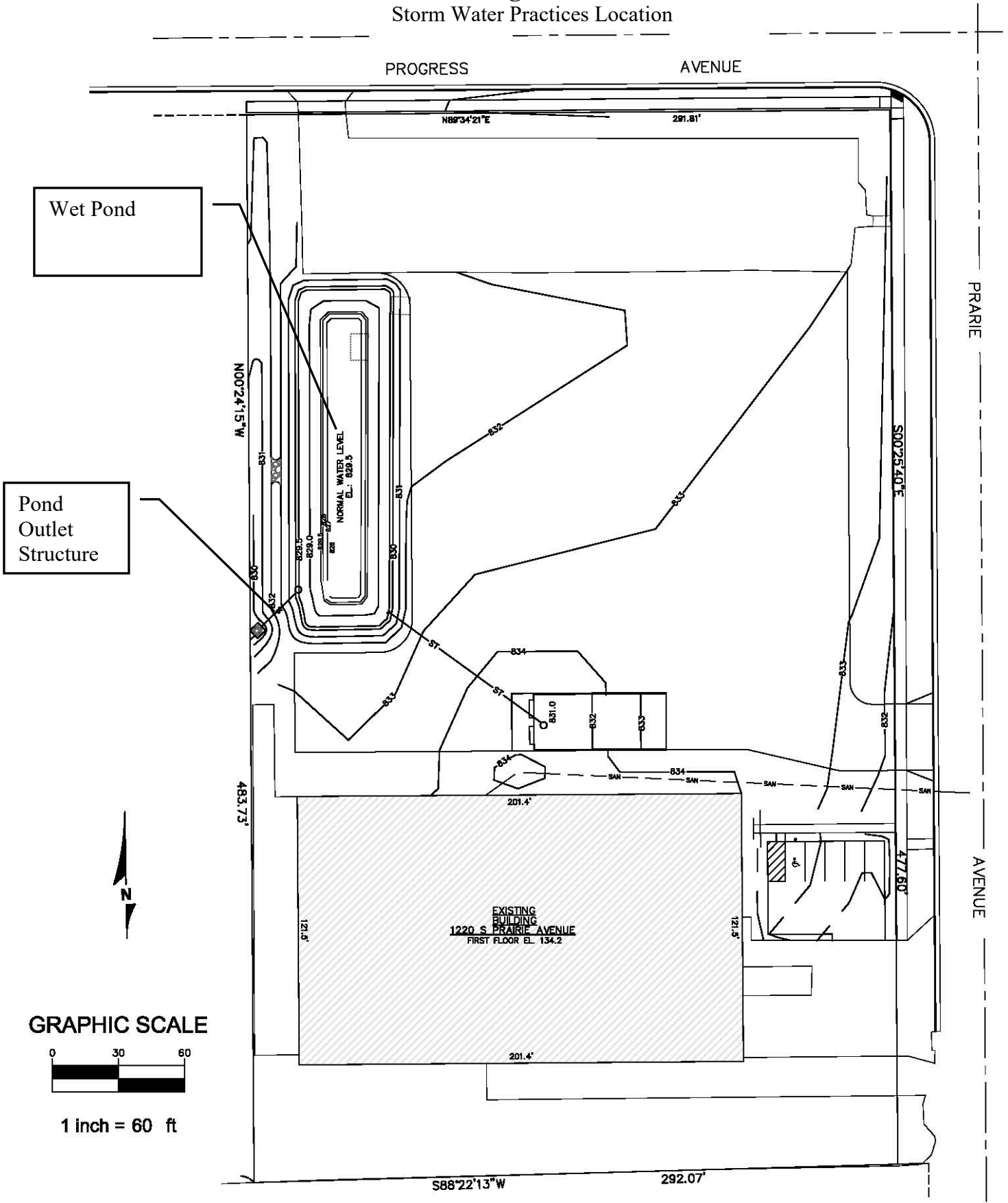


EXHIBIT B Continued - Stormwater Facilities Easement

Easement Area Depiction and Description

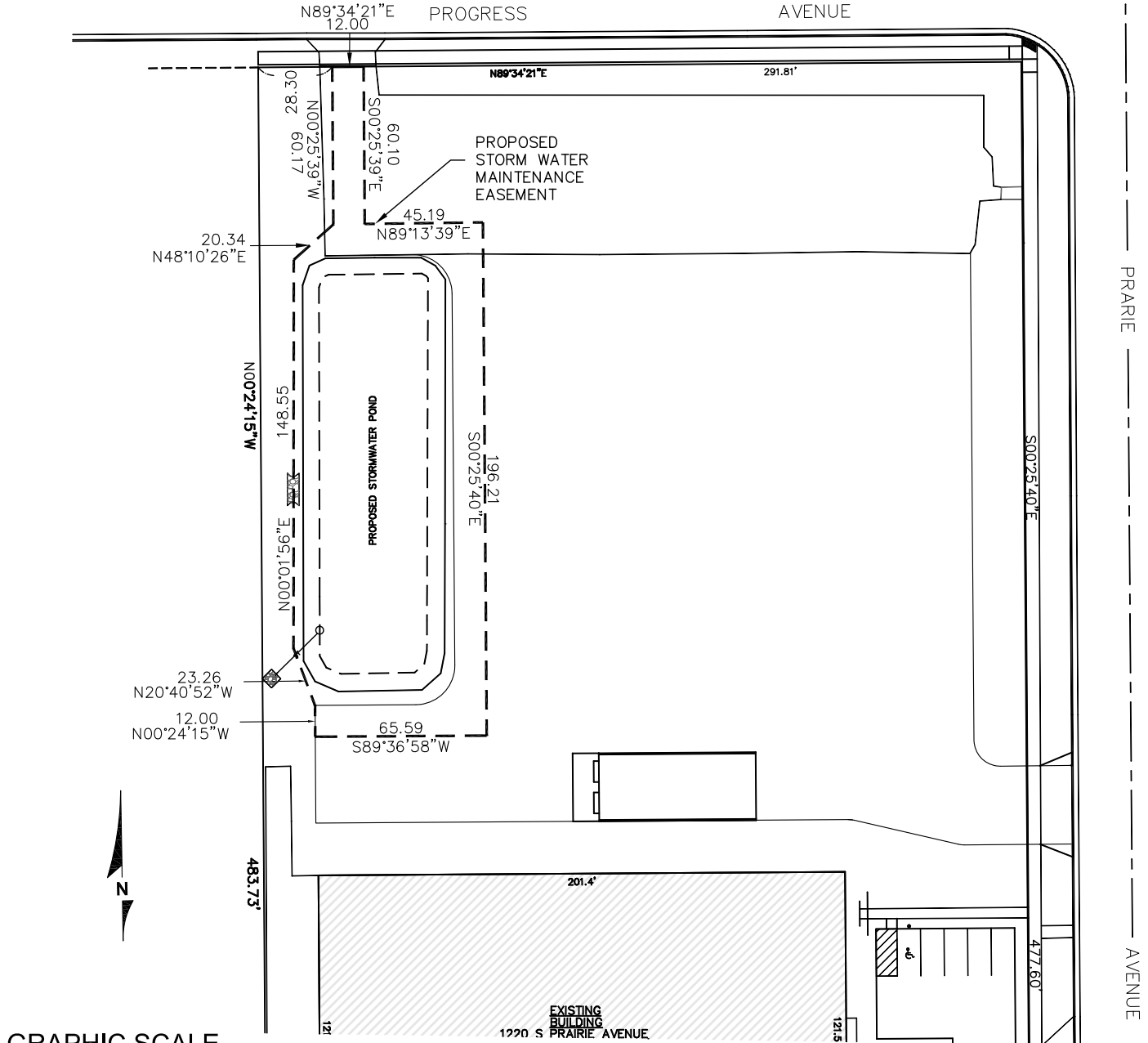
Figure 3

Easement Description:

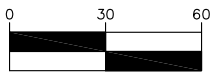
Being a part of the subject property, being a part of the Southwest 1/4 of Section 10, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, Bounded and Described as follows:

Commencing at the Northwest corner of said subject property, thence N 89°34'21" E 28.30 feet along the north property line of the subject property to the point of beginning of the easement to be described; thence N 89°34'21" E, 12.00 feet, thence S 00°25'39" E, 60.10 feet, thence N 89°13'39" E, 45.19 feet, thence S 00°25'40" E, 196.21 feet, thence S 89°36'58" W, 65.59 feet, thence N 00°24'15" W, 12.00 feet, thence N 20°40'52" W, 23.26 feet, thence N 00°01'56" E, 148.55 Feet, thence N 00°25'39" W, 60.17 feet back to the point of beginning.

Said Easement as described contains 14,761 square feet.



GRAPHIC SCALE



1 inch = 60 ft

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 wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The wet detention basin will function to will the suspended sediment and allow it to settle to the bottom of the basin. In order to maintain efficiency, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Figures 1, 2 and 3).

The main basin receives runoff from a 2.107 acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 24-inch concrete vertical outlet structure located at the bank of the wet basin. On the face of the 24-inch outlet structure, there is a 1-inch hole (orifice) and a 4-inch hole (orifice). These orifices control the water level and causes the pond to temporarily rise during runoff events . High flows may enter the grated concrete riser or flow over the rock lined 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 City of Waukesha accepts verification of construction from the project engineer.

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 or ice in front of the 1-inch and 4-inch orifices and the trash rack on the riser in the main basin. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. 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.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. 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.
8. When sediment in the basin has accumulated to an elevation of three feet above the basin bottom, it must be removed. 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.
9. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.