

Storm Water Management Practice Maintenance Agreement

Woodland Hills Condos 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

WAKC1004320

Parcel Identification Number(s) – (PIN)

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: Woodland Hills LLC

(Owners Signature)

(Owners Typed Name)

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:_____.

This document was drafted by:

**Lake Country Engineering
Rob Davy
970 S. Silver Lake Street
Oconomowoc, WI 53066**

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: **Ridge at Woodland Creek** Acres: **4.43**
Date of Recording: **January 28, 2008**
Map Produced By: **Lake Country Engineering**
Legal Description: **Lots 1,2,3, part Out Lot 1 of C.S.M. 10529 and Out Lot 1 of C.S.M. 10530, located in the Southwest Quarter (SW ¼) of the Southeast Quarter of Section 35, Township 7N, Range 19E City of Waukesha, Waukesha County, Wisconsin.**

Exhibit A-1 - Legal Description of Storm Water Easement

STORM WATER EASEMENT LEGAL DESCRIPTION

Being a storm water easement over and across all of Out Lot 1 of C.S.M. 10530, located in the Southwest Quarter (SW ¼) of the Southeast Quarter of Section 35, Township 7N, Range 19E City of Waukesha, Waukesha County, Wisconsin.

Restriction:

All lands within areas labeled “Storm Water Easement” are reserved for storm water collection and infiltration. No buildings or other structures are allowed in these areas. No grading or filling (other than construction of the Storm Water BMP’s) is allowed in these areas that may interrupt storm water flows in any way. The City of Waukesha, or their designee are authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of this Maintenance Agreement.



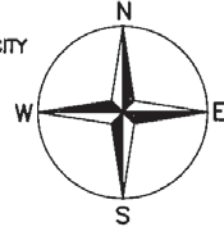
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CERTIFIED SURVEY MAP NO. 10529 PAGE 1 OF 4

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER OF SECTION 35, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

REFERENCE BEARING: Bearings are referenced to the South line of the SE 1/4 of Section 35, Town 7 North, Range 19 East, assumed bearing of N 89°33'01" E (per Grid North of the WI State Plane Coord. System - South Zone - NAD 27).



pd
1/9
/5

LEGEND

- - 1/4 SECTION CORNER MON. (FOUND) TYPE & DIA. AS INDICATED
- - IRON PIPE (FOUND) 1" DIA. UNLESS OTHERWISE INDICATED ON DRAWING
- - IRON PIPE 24" X 1" DIA. WEIGHING 1.13+ LBS. PER LIN. FT. (PLACED)

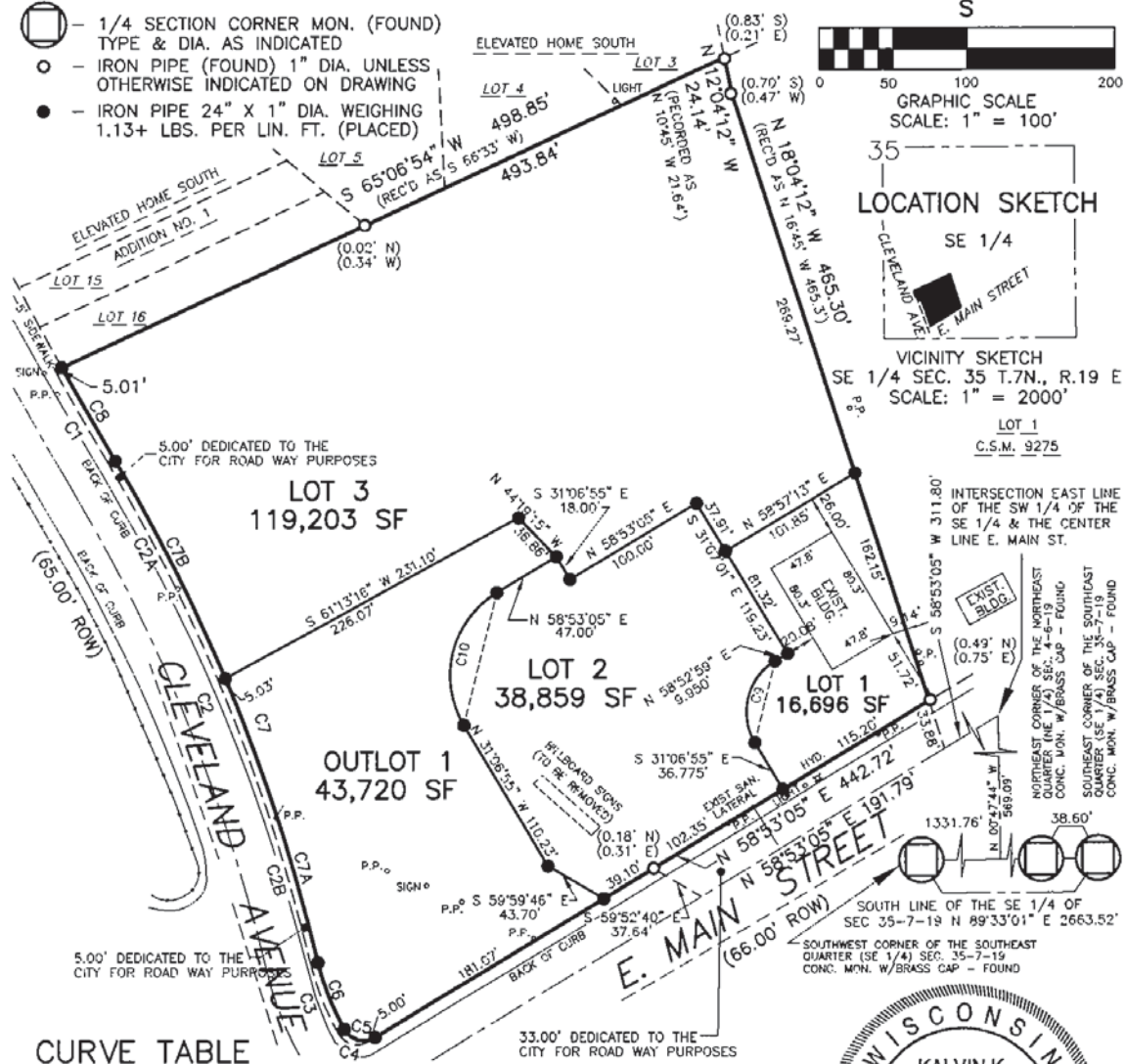


GRAPHIC SCALE
SCALE: 1" = 100'



VICINITY SKETCH
SE 1/4 SEC. 35 T.7N., R.19 E
SCALE: 1" = 2000'

LOT 1
C.S.M. 9275



CURVE TABLE

CURVE	RADIUS	ARC	CENTRAL ANGLE (I)	CHORD	CHD BEARING
C1	2654.48'	73.07'	01°34'38"	73.06'	S 29°56'11" E
C2	1208.59'	365.33'	17°19'10"	363.94'	S 22°03'55" E
C2A	1208.59'	165.49'	07°50'44"	165.36'	S 26°48'08" E
C2B	1208.59'	199.84'	09°28'26"	199.61'	S 18°08'33" E
C3	176.66'	50.28'	16°18'26"	50.11'	S 21°33'33" E
C4	15.00'	23.93'	91°24'08.5"	21.47'	S 75°24'50" E
C5	15.00'	23.94'	91°24'08.5"	21.48'	S 75°23'30" E
C6	171.66'	48.72'	16°18'26"	48.56'	S 21°32'13" E
C7	1213.59'	366.85'	17°19'10"	365.45'	S 22°03'55" E
C7A	1213.59'	201.19'	09°29'54"	200.96'	S 18°09'17" E
C7B	1213.59'	165.66'	07°49'16"	165.53'	S 26°48'52" E
C8	2649.48'	72.56'	01°34'09"	72.55'	S 29°56'26" E
C9	40.00'	62.83'	89°09'54"	56.57'	N 13°53'02" E
C10	65.50'	102.89'	90°00'00"	92.63'	N 13°53'05" E



Calvin K. Klimeck

KALVIN K. KLIMECK - Wis Reg. No. S-2209
FILE NO. D:/2005proj\0505\0505CSM
Dated this 17th day of January, 2008
Revised this 28th day of January, 2008

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OWNER: WOODLAND HILLS CONDOMINIUMS, LLC C/O HDC CONTRACTORS 3004 S. 15th St. Unit A Milwaukee, WI 53215

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.



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CERTIFIED SURVEY MAP NO. 10530 PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER OF SECTION 35, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

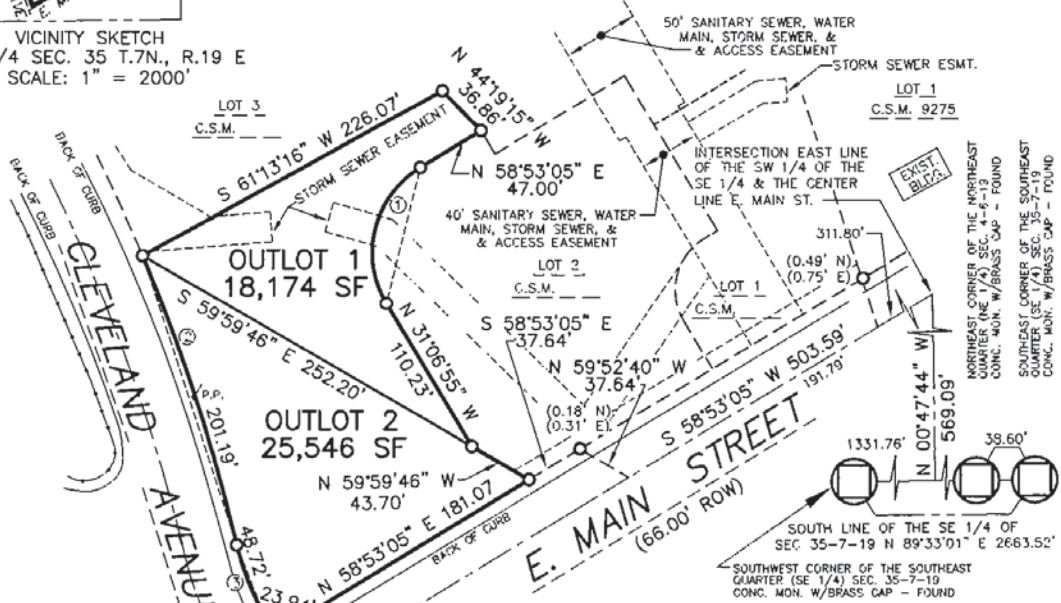
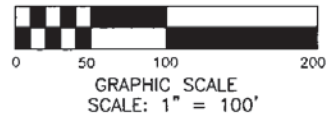
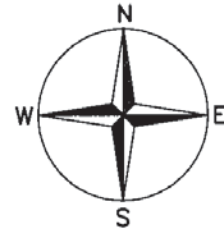
REFERENCE BEARING: Bearings are referenced to the South line of the SE 1/4 of Section 35, Town 7 North, Range 19 East, assumed bearing of N 89°33'01" E (per Grid North of the WI State Plane Coord. System - South Zone - NAD 27).

LEGEND

- ⊠ - 1/4 SECTION CORNER MON. (FOUND) TYPE & DIA. AS INDICATED
- - IRON PIPE (FOUND) 1" DIA. UNLESS OTHERWISE INDICATED ON DRAWING
- - IRON PIPE 24" X 1" DIA. WEIGHING 1.13+ LBS. PER LIN. FT. (PLACED)



① RAD = 65.50' ARC = 102.89' CHD = 92.63' CHB = N 13°53'05" E	③ RAD = 171.66' ARC = 48.72' CHD = 48.56' CHB = S 21°32'13" E
② RAD = 1213.59' ARC = 201.19' CHD = 200.96' CHB = S 18°09'17" E	④ RAD = 15.00' ARC = 23.94' CHD = 21.48' CHB = S 75°23'30" E



SURVEYOR'S CERTIFICATE:

I, KALVIN K. KLIMECK, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided, mapped, dedicated the following land bounded and described as follows:

a revision of outlet 1 of Certified survey map # 10529, being a parcel of land located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Town 7 North, Range 19 East, in the city of Waukesha, Waukesha County, Wisconsin.

Containing an area of 43,720 square feet, 1.0037 acres of land.

I further certify that I have made such survey, land division and map by the direction of the owner of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (S 236.34) and the subdivision regulations of the City of Waukesha in surveying, dividing and mapping the same.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
FILE NO. D:/2005proj\0505\0505CSM
Dated this 17th day of January, 2008
Revised this 28th day of January, 2008

PL 1513

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EXHIBIT B - LOCATION MAP

STORM WATER MANAGEMENT PRACTICE COVERED BY THIS AGREEMENT

THE STORM WATER MANAGEMENT PRACTICE COVERED BY THIS AGREEMENT IS DEPICTED IN THE REDUCED COPY OF THE CONSTRUCTION PLANS AS SHOWN HERE. THE PRACTICE CONSISTS OF AN INFILTRATION BASIN. THE NOTED STORM WATER MANAGEMENT PRACTICE IS LOCATED WITHIN A DRAINAGE EASEMENT AS SHOWN IN EXHIBIT A.

DEVELOPEMENT NAME:	RIDGE AT WOODLAND CREEK
STORM WATER PRACTICES:	WET POND
LOCATION OF PRACTICES:	DRAINAGE EASEMENTS.
OWNER OF EASEMENTS:	TITLEHOLDERS OF PROPERTY

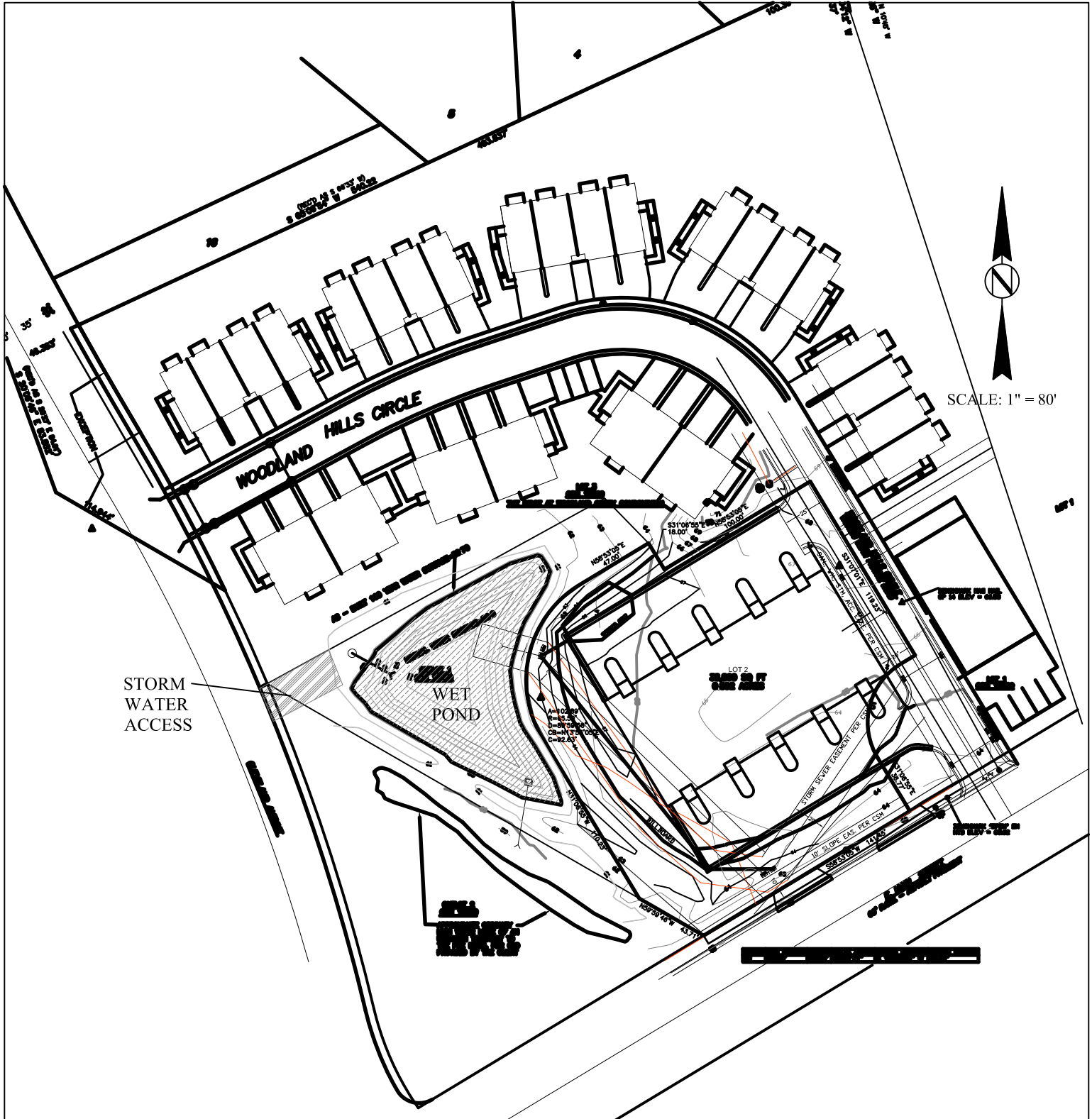


Exhibit C

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 main pool will trap the suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement.

The main basin receives runoff from a 5.25 acre drainage area (4.14 acres within the development and 1.11 acres off-site drainage coming from the east). 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 an 8-inch pipe extending through the berm in the southwest corner of the basin. On the face of the 8-inch pipe, there is 3'x3' concrete box with a 4-inch drilled hole (orifice). This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. 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, especially the washed stone in front of the 4-inch orifice and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. 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.
3. 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.
4. 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.
5. 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.
6. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
7. 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.
8. 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.