

Storm Water Management Practice Maintenance Agreement

Central Disposal, Inc 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 – shows an accurate location of the 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 of 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 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
201 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN)
WAKC1298984006

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:

(Owners Signature)

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 202_ , the above named [Owners name] 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 instrument was drafted by:
Christopher White, P.E.
R.A. Smith, Inc

City of Waukesha Common Council Approval

Dated this ___ day of _____, 202_.

Shawn N. Reilly, Mayor

Anthony W. Brown, Interim City Clerk

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:_____.

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: Central Disposal, Inc. (lot 2 of CSM 12555)

Acres: 4.0

Map Produced By: Metropolitan Survey Service, Inc.

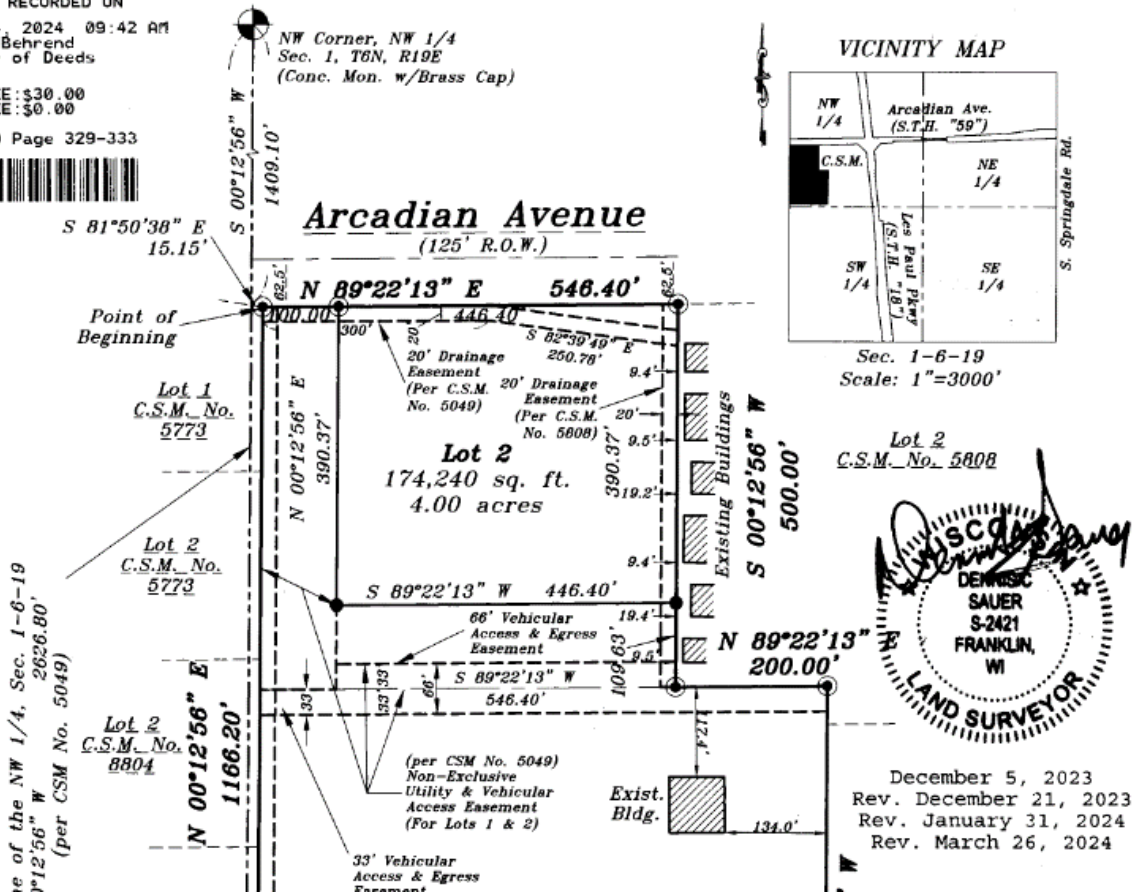
CERTIFIED SURVEY MAP NO. 12555

Being a redivision of Lot 1 and Lot 2 of Certified Survey Map No. 5049, being a part of the Southwest 1/4 of the Northwest 1/4 Section 1, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin 4760916

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

April 04, 2024 09:42 AM
James R Behrend
Register of Deeds
5 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book 130 Page 329-333



EASEMENT EXHIBIT

LEGAL DESCRIPTION

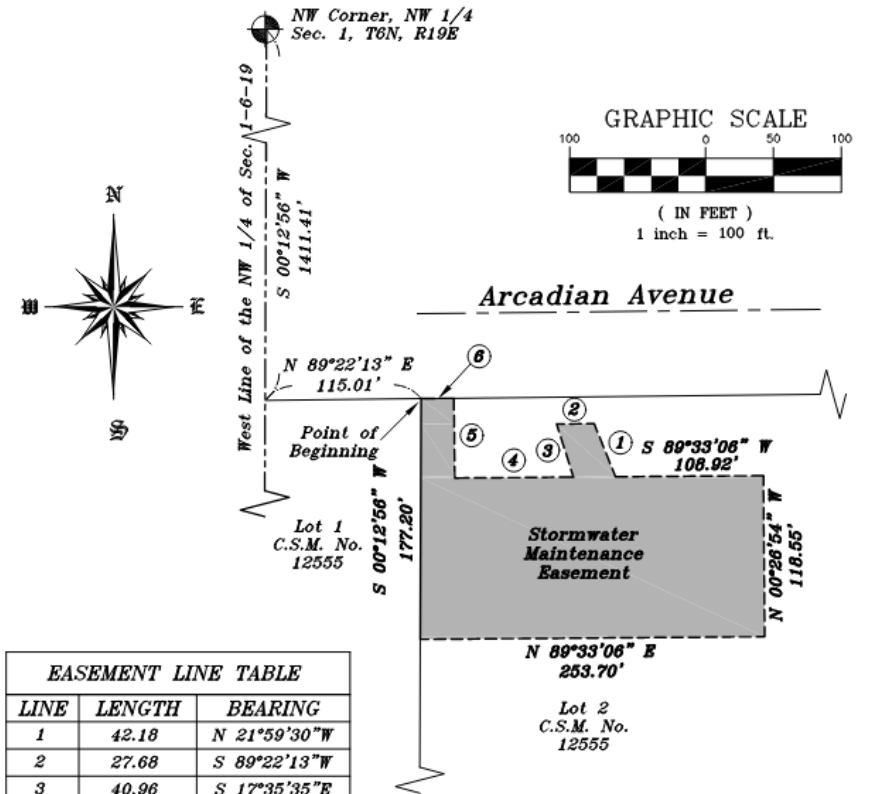
STORMWATER MAINTENANCE EASEMENT:

Located in Lot 2 of CERTIFIED SURVEY MAP NO. 12555, recorded on April 4, 2024 with the Waukesha County Register of Deeds as Document No. 4760916, being a redivision of Lot 1 and Lot 2 of CERTIFIED SURVEY MAP NO. 5049, being a part of the Southwest 1/4 of the Northwest 1/4 Section 1, Township 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 Northwest 1/4; thence S 00°12'56" W along the West line of said Northwest 1/4, 1411.41 feet to the south right-of-way line of Arcadian Avenue and its extension thereof; thence N 89°22'13" E along said south right-of-way line, 115.01 feet to the point of beginning of a Stormwater Maintenance Easement; thence S 00°12'56" W, 177.20 feet; thence N 89°33'06" E, 253.70 feet; thence N 00°26'54" W, 118.55 feet; thence S 89°33'06" W, 108.92 feet; thence N 21°59'30" W, 42.18 feet; thence S 89°22'13" W, 27.68 feet; thence S 17°35'35" E, 40.96 feet; thence S 89°33'06" W, 87.37 feet; thence N 00°37'47" W, 58.71 feet to the south right-of-way line of Arcadian Avenue; thence S 89°22'13" W along said south right-of-way line, 24.08 feet to the point of beginning.

May 29, 2024

Exhibit No. 114385-EX



EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
1	42.18	N 21°59'30"W
2	27.68	S 89°22'13"W
3	40.96	S 17°35'35"E
4	87.37	S 89°33'06"W
5	58.71	N 00°37'47"W
6	24.08	S 89°22'13"W

METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS

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Franklin, Wisconsin 53132
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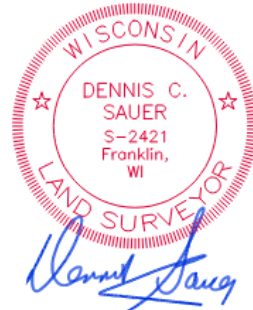
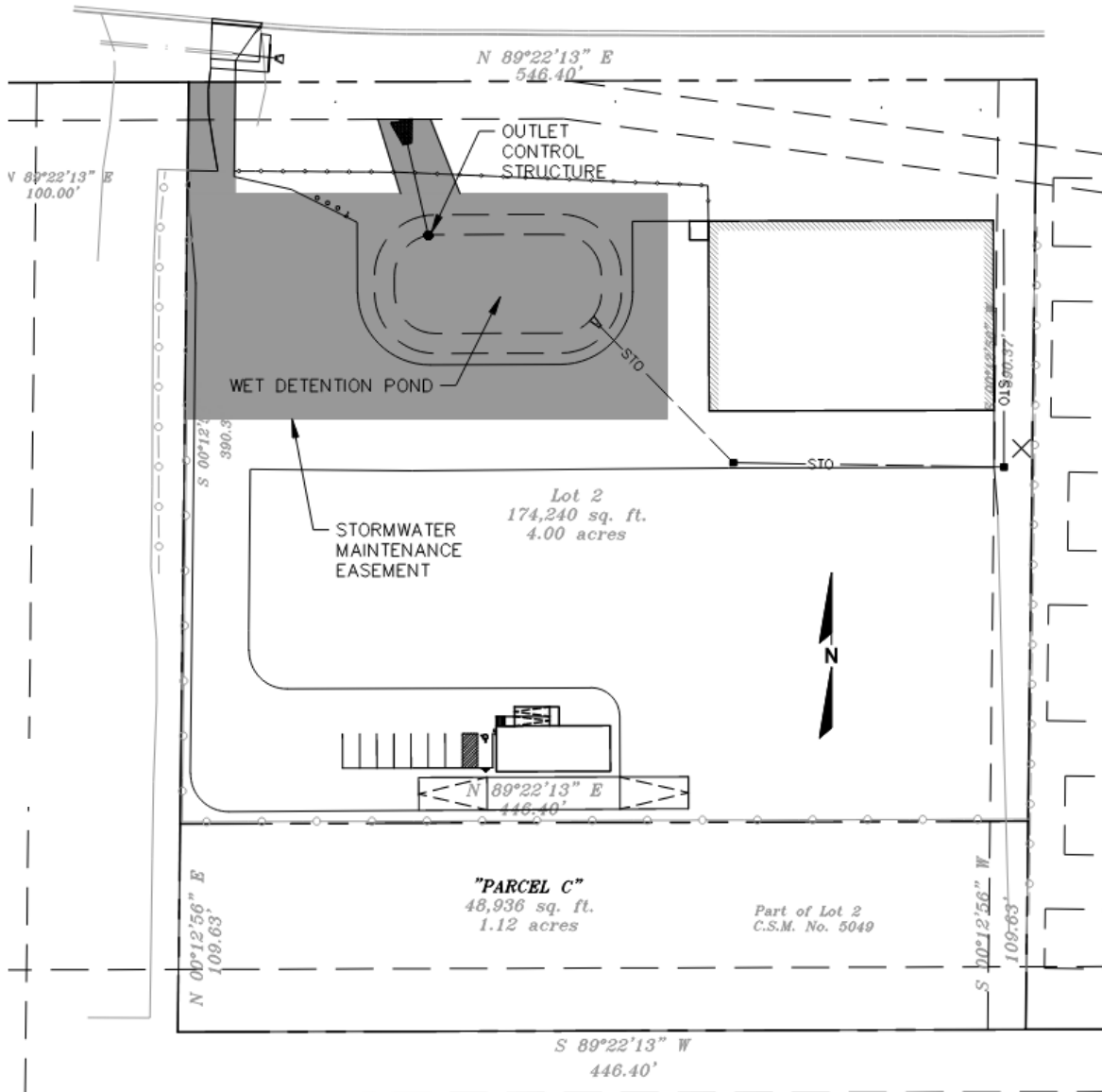


Exhibit B - Location Map

Storm Water Management Practice Covered by this Agreement

The stormwater management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practice includes one wet detention pond and an outlet control structure. All of the noted stormwater management practices are located within a lot 2 as noted in Exhibit A.

Development Name: **Central Disposal, Inc.**
Stormwater Practices: **Wet Detention Pond and Outlet Control structure**
Location of Practices: **Northwest corner**



Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area. See exhibit A for details on location.

Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of the storm water practice 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 A and 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 40% of sediment in runoff and maintain pre-development downstream peak flows. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement.

The wet detention basin receives runoff from a 2.03 acre drainage area. During 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 outlet control structure. The side of the structure has a 3.5" control orifice, 3 – 12" orifices, and an open top 48" riser. This structure controls the water level and causes the pond to temporarily rise during runoff events. The spillway through the berm should only have water pass through it during extreme events larger than a 100-yr storm. "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 in front of the multiple orifices and the trash rack on the riser in the main basin. Any blockage must be removed immediately.
2. No grading or filling is allowed that may interrupt drainage to the basin in any way.
3. 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 pond. 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 pond 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 below the outlet elevation, it must be removed. All removed sediment must be removed from the site and disposed of appropriately. Failure to remove sediment will cause resuspension of previously trapped sediments and increase downstream deposition.
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.

10. Mowing around the basin may attract nuisance populations of geese to the property and is not necessary or recommended.
11. 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.
12. Do not install any aerators/fountains. This basin was not sized for this equipment.
13. 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.