Document Number

Storm Water Management Practice Maintenance Agreement

Mandel Group Properties, 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

Tax Key Numbers: WAKC1328998

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 _____, 202_.

Owner:

_____
(Owners Signature)

Phillip Aiello (Chief Operating Officer), Mandel Group, LLC

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 202_, the above named Phillip Aiello 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:

Pinnacle Engineering Group
20725 Watertown Road
STE 100
Brookfield, WI 53186

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ___ day of _____, 202_.

_____

Shawn N. Reilly, Mayor

_____

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 202_, the above named Phillip Aiello to me known to be the person who executed the foregoing instrument and acknowledged the same.

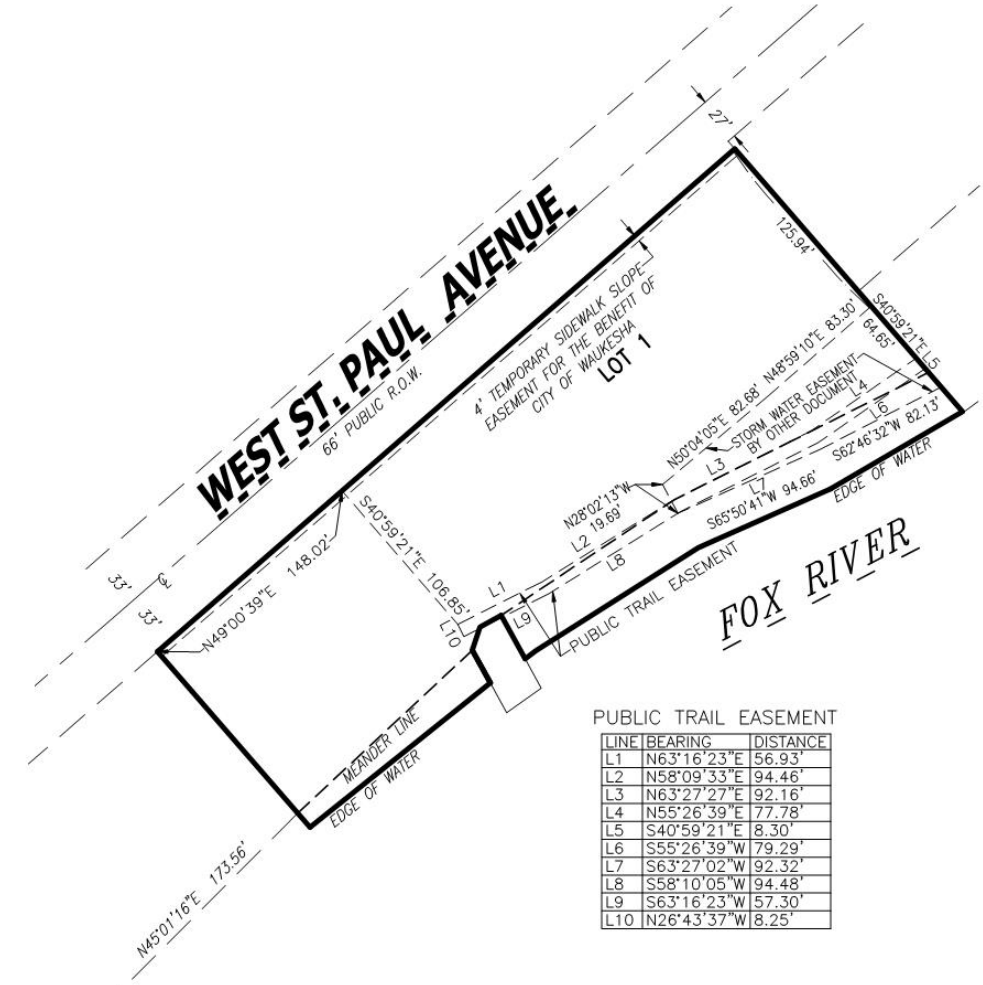
_____.
[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

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: **St. Paul Apartments** Acres**: 1.74**
Date of Recording: **October 23, 2020**
Map Produced By: **Chaput Land Surveys, Milwaukee, WI**
Legal Description: **See below**

St. Paul Apartments – Mandel Group Properties, LLC



PUBLIC TRAIL EASEMENT

LINE	BEARING	DISTANCE
L1	N63°16'23"E	56.93'
L2	N58°09'33"E	94.46'
L3	N63°27'27"E	92.16'
L4	N55°26'39"E	77.78'
L5	S40°59'21"E	8.30'
L6	S55°26'39"W	79.29'
L7	S63°27'02"W	92.32'
L8	S58°10'05"W	94.48'
L9	S63°16'23"W	57.30'
L10	N26°43'37"W	8.25'

(Sample)

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 one wet detention basin and all associated pipes, and other components of these practices. All of the noted storm water management practices are located within the subdivision plat, as noted in Exhibit A.

Project Name**:** **St. Paul Apartments**
Storm water Practices**:** **Bioretention Basin**
Location of Practices**:** **Southeast corner of lot**
Owner: **Mandel Group Properties, LLC**

Figure 1
Plan View of Storm Water Practices

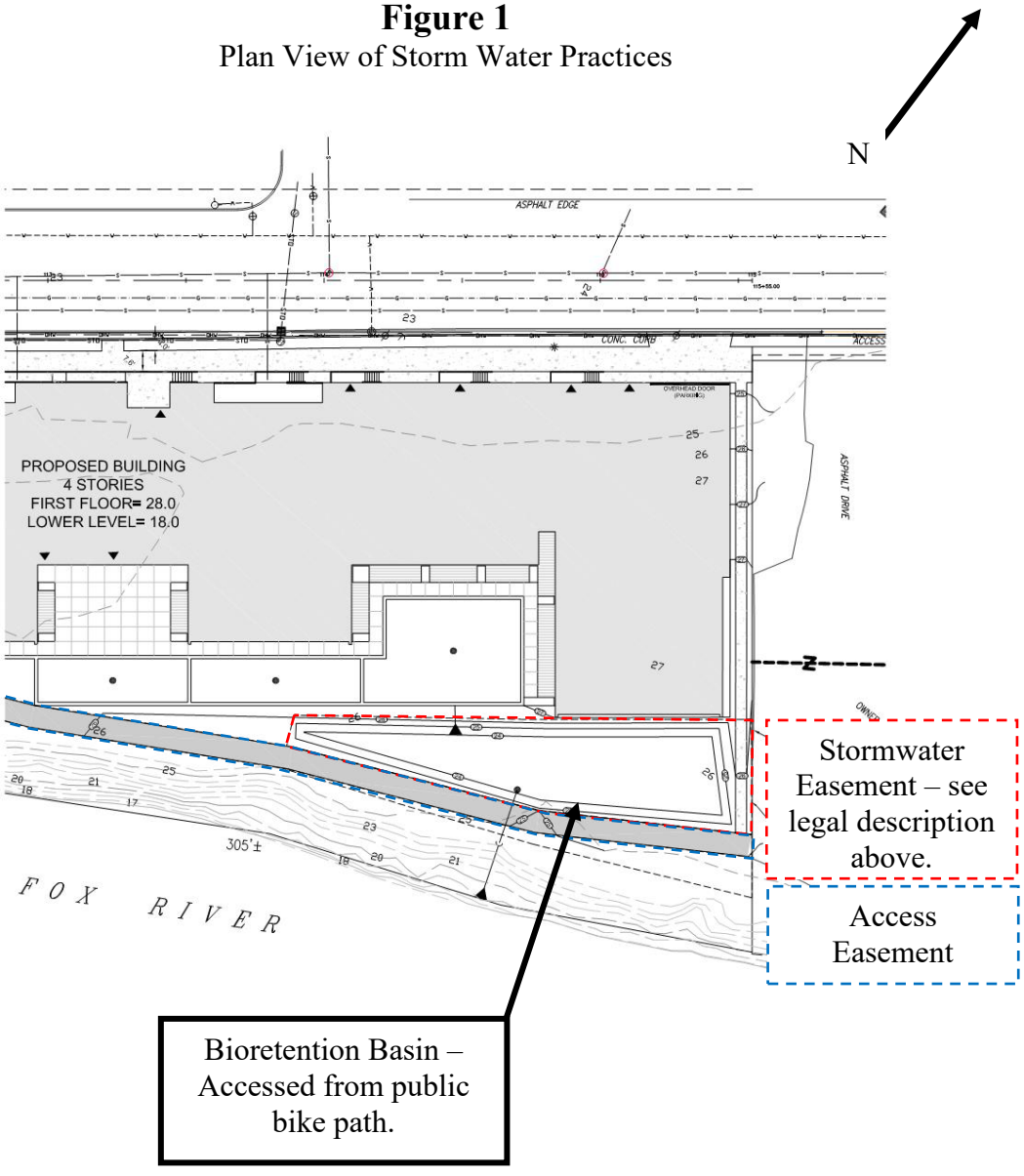


Exhibit C
Storm Water Practice Maintenance Plan

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:
This infiltration basin is designed to reduce runoff volumes from the site after development and recharge the water table by intercepting the runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. The basin is designed to infiltrate a percentage of the existing volume, a minimum of 75% of the average annual predevelopment infiltration volume.

The infiltration basin is also designed to reduce peak flows by temporarily detaining runoff from larger storms and releasing it through an outlet pipe.

The infiltration basin is seeded with native wildflowers, sedges, rushes and grasses, this is designed with a 24" layer of engineered soil media (sand and compost mixture), a 12" layer of clear stone, and underlain with an 4" slotted socked drain tile. "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 Waukesha County accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

To ensure the proper function of storm water infiltration basin, the following list of maintenance activities are recommended:
1. A minimum of 70% soil cover made up of native vegetation must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is highly recommended in order to enhance the establishment of native vegetation (which may take 2-3 years) and maintain the minimum native cover. To reduce competition and degradation from non-native species (i.e. weeds) within the planting establishment area it is recommended that the following maintenance actions be implemented:
o In the first year, mow the planting to a height of 6" (no lower) each time the average height reaches 12".Expect to mow at least three times in the first year (June, July and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
o In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
o Any major bare areas or areas taken over by nonnative species must be controlled and reseeded. To clear the area of non-native species and cool season grasses, treat with an herbicide that contains glyphosatein accordance with manufacturer's instructions. In wetlands, an aquatic approved herbicide must be used. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region 5, WI Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A companion crop of oats is recommended to reduce erosion and competition from non-native species. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of weed free mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases. The following list of non-native species are typical "problem species" within storm water management area plantings and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR- 40).
o Canada Thistle
Common and Cut-leaved Teasel

- Crown Vetch
- Birds-foot Trefoil
- Everlasting Pea
- Japanese Knotweed
- Leafy Spurge and Cypress Spurge
- Purple Loosestrife
- Spotted Knapweed
- Yellow Sweet Clover and White Sweet Clover
- Wild Parsnip
- Common Reed Grass
- Japanese Stilt Grass
- Reed Canary Grass
- Smooth Brome Grass
- Quack Grass

3. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. 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.

- If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow- shanked chisel plow.
- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
- If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.

4. All outlet pipes, stone trenches and 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 infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.

7. No trees are to be planted or allowed to grow on the earthen berms of the 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 plants. The basin must be inspected annually and any woody vegetation removed.

13. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the Town of under the provisions listed on page 1 of this Agreement.