

Storm Water Management Practice Maintenance Agreement

Document Number

GE HealthCare, 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

Parcel Identification Number(s)
WAKC0947999, WAKC0947999

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 8 day of April, 2024.

Owner:
GE HealthCare

By: Trent Madison - Campus Facilities / Maint. Manager
Name/Title: Trent Madison

Acknowledgements

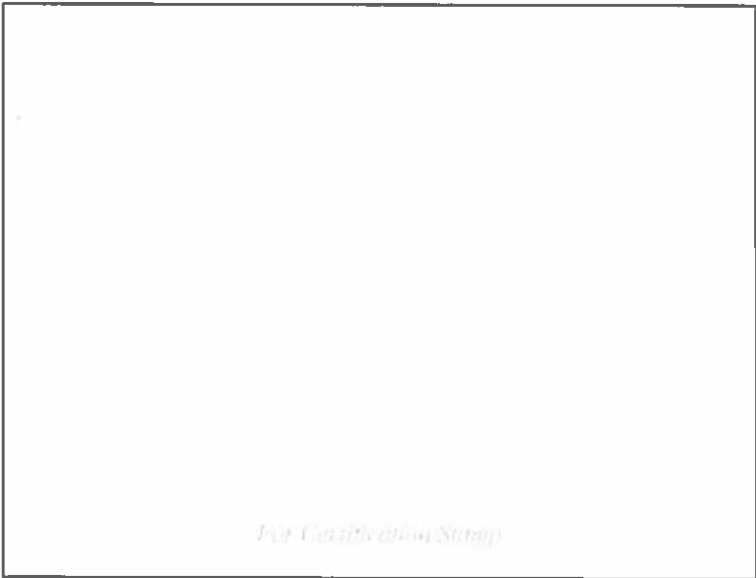
State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2024, 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:

The Sigma Group, Inc.
1300 W. Canal Street
Milwaukee, WI 53233



City of Waukesha Common Council Approval

Dated this ___ day of _____, 2024.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally, came before me this ___ day of _____, 2024, 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: GE HealthCare
Map Produced By: The Sigma Group

Acres: 307.60

Legal Description:

PT SW1/4, NW1/4, NE1/4 & SE1/4 SEC 21 & SE1/4 SEC 20 T7N R19E BEG W 1/4 COR SEC 21, N0 15'W ON W L1 NW1/4 899 16', N87 30'44 E 2140', S2 29'16 E 425', N87 30'44 E 600', S2 29'16 E 500', S11 31'33 W 1570 11', SW ON ARC 675 87', S38 58'59 W 484 03', SW ON ARC 653 35', S80 21'W 1002 78', N0 34'3 W 1265 39', S89 15'40 W 661.74', N0 19'W 1327 34', N88 57'30 E 655 95' TO BEG EXCEPT CSM 11275 (V111 CSM P150), EXCEPT PT NE1/4 OF SE1/4 SEC 20 T7N R19E DESCRIBED AS ALL E1/2 OF AFORESAID NE1/4 OF SE1/4 SEC 20 (LEGAL DESCRIPTION PROVIDED BY OWNER) 172.13 AC DOC NO 4378543

PT NW1/4, NE1/4, SE1/4 & SW1/4 SEC 21 T7N R19E - COM W 1/4 COR SEC 21, N0 15'W ON W LI NW1/4 899 16' TO BEG, N0 15'W 1128', N87 30'44 E 2674.96', S0 8'23 E 27', N87 34'14 E 874.26' TO W LI GRANDVIEW BL, S1 58'10 E ON W LI 2049 03', SW ON ARC 991 72', S71 5'34 W 276 36', SW ON ARC 720 97', NW ON ARC 100', N11 31'33 E 1570 11', N2 29'16 W 500', S87 30'44 W 600', N2 29'16 W 425', S87 30'44 W 2140' TO BEG ALSO VACATED FATIMA DR ADDED (DESC IN RES NO 83-02) 136 33 AC DOC NO 4389543

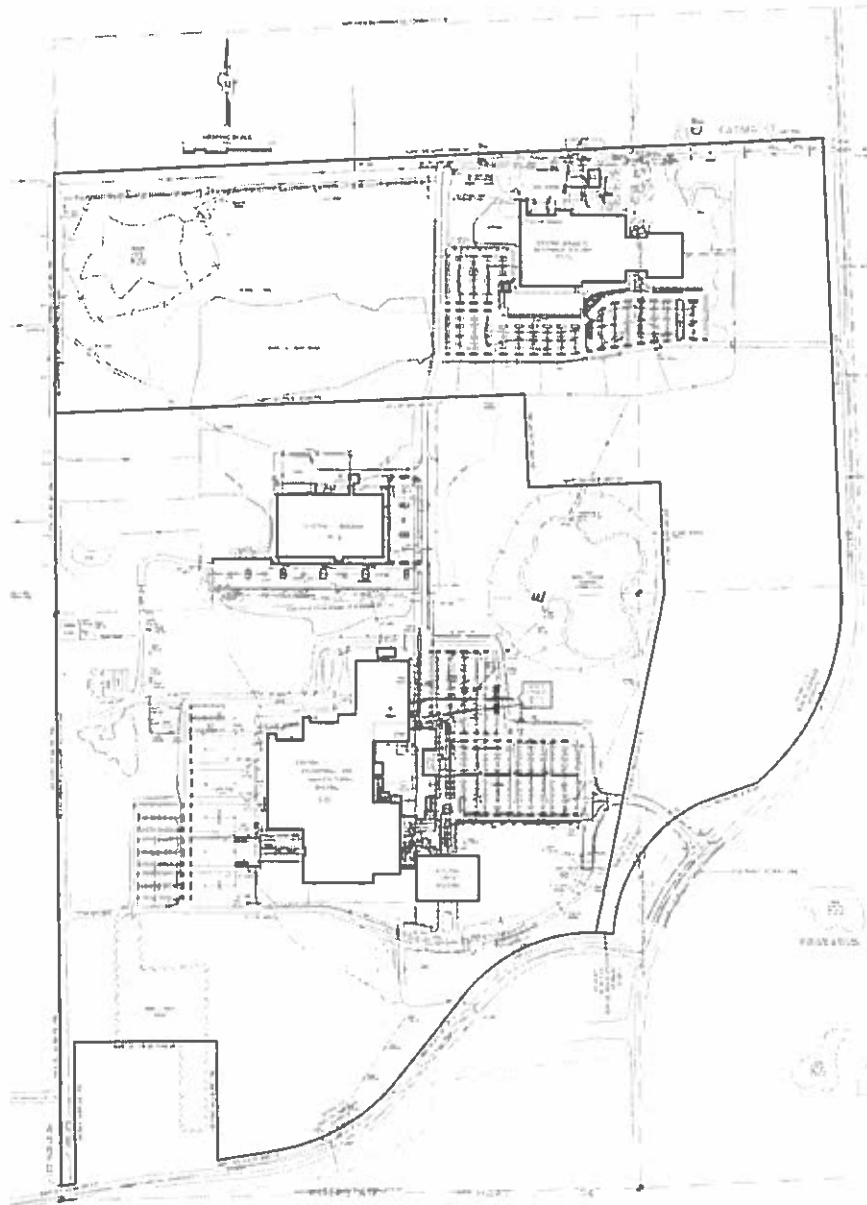


Exhibit B - Location Map

Storm Water Management Practices 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.

Development Name: GE HealthCare
Stormwater Practices: General Site Stormwater Maintenance
Location of Practices: As shown in Figure B1, located at the property indicated on Exhibit A in the City of Waukesha, WI
Owner: GE HealthCare
Drafter Name: The Sigma Group

Figure B1
Overall Plan View of Storm Water Practices
Drafter Name: The Sigma Group

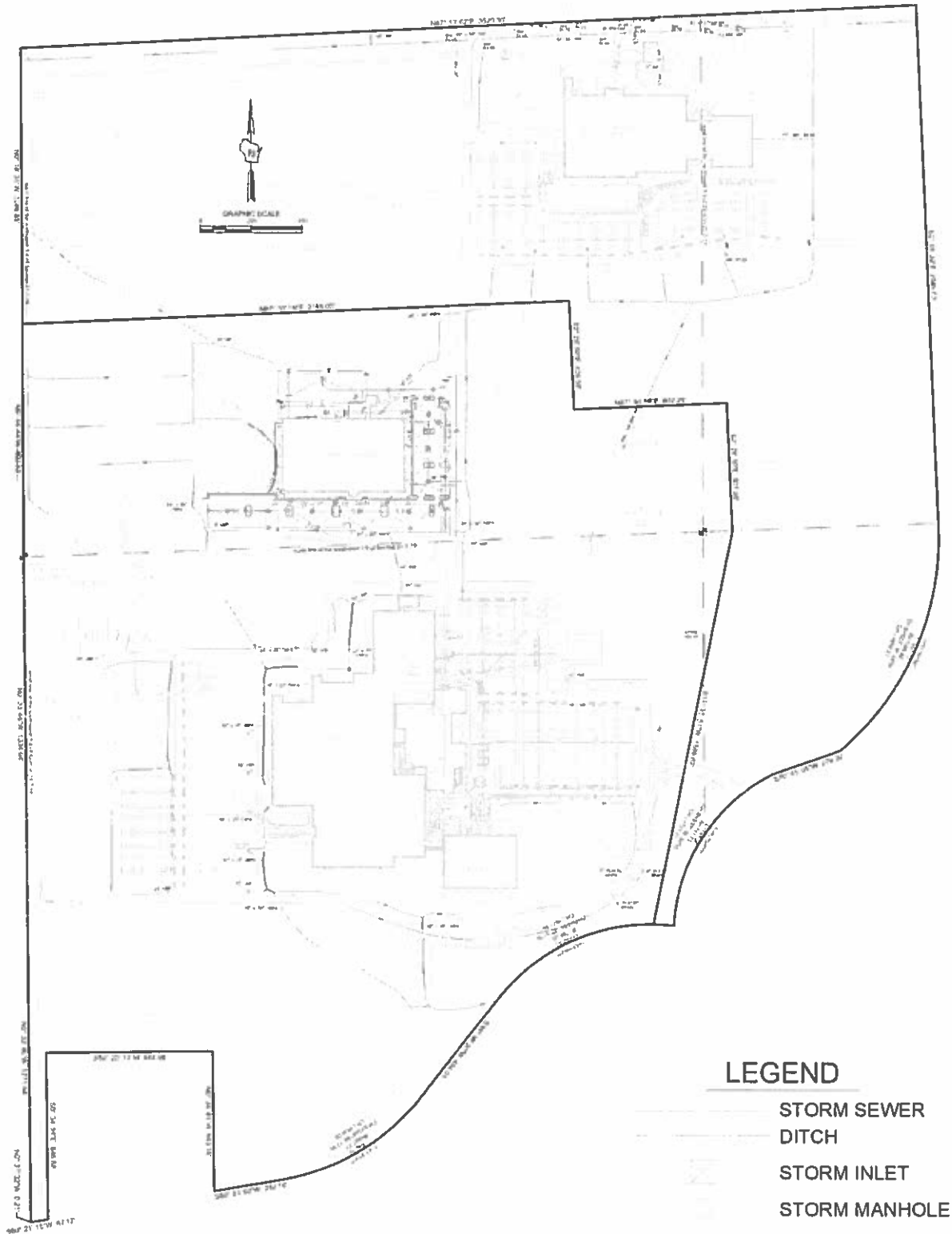


Exhibit C

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.

Storm Sewer and Storm Catch Basins Description:

The storm sewer directs the storm water from catch basins to the storm water facilities for control and treatment. The storm catch basin will provide treatment.

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. Inspect all inlet/catch basins/area drains to ensure no clogging of the surface grates, or no blockage from floating debris or ice within the basins. Any blockage must be removed immediately.
2. Inspect the sump to determine the level of sediment build up. Remove sediment when it reaches a level within six inches of the discharge pipe invert.
3. Inspect the structural integrity of the structure/pipe connections. If any structural damage to the inlet/ catch basin structure/ pipe connections is identified the damage shall be repaired.
4. Inspections shall be conducted at least once per year.

Drainage Swales Description:

Grass swales collect storm water drainage in various areas of the site to direct storm water runoff to existing wet ponds and wetlands.

Minimum Maintenance Requirements for Drainage Swales:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed.

1. Grass swales shall be preserved to allow free flowing of surface runoff in accordance. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows.
2. Grass swales 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.
3. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion.

Minimum Maintenance Requirements for General Maintenance:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed.

1. Periodic litter and debris pick up and as needed