

# Storm Water Management Practice Maintenance Agreement

Document Number

**BLD KDV, 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  
201 Delafield Street  
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

WAKC 1382 005 007  
Parcel Identification Number(s) – (PIN)

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:**

BLD KDV, LLC

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print)

\_\_\_\_\_  
(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.

\_\_\_\_\_  
(sign)  
\_\_\_\_\_  
(print)

Notary Public, Waukesha County, WI

My commission expires:\_\_\_\_\_.

**This document was drafted by:**

**Rizal Iskandarsjach, P.L.S., P.E.  
Briohn Design Group, LLC  
3885 N. Brookfield Rd., Suite 200  
Brookfield, WI 53045**

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Katie Panella, 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.

\_\_\_\_\_  
\_\_\_\_\_  
(sign)  
(print)

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: **KDV Labels**

Acres: **8.77**

Date of Recording: **August 7, 2007**

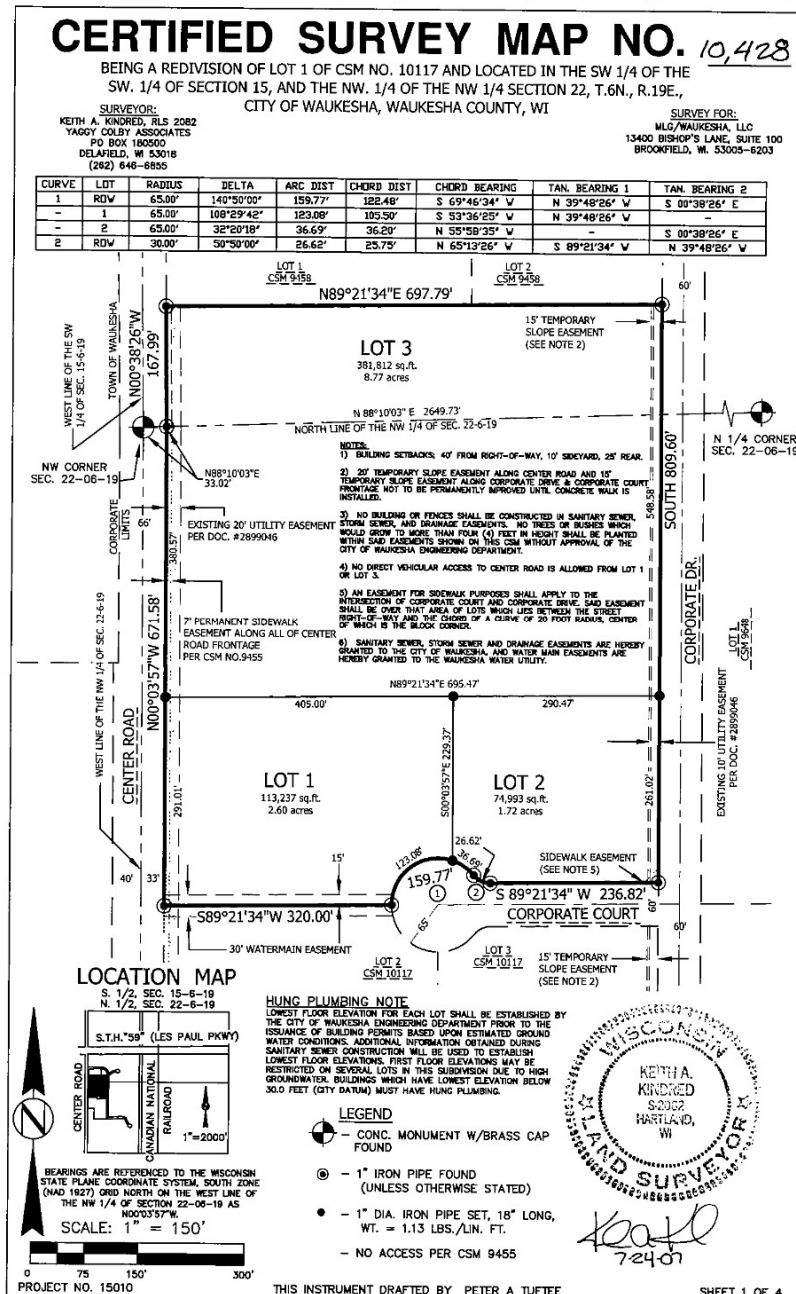
Map Produced By: **Yaggy Colby Assoc., PO Box 180500, Delafield, WI 53018**

Legal Description: **Lot 3 of Certified Survey Map No. 10428, recorded in Waukesha County Register of Deeds Office on the 7th day of August, 2007 as Document No. 3503038, being a redivision of Lot 1 of Certified Survey Map No. 10117, located in the Southwest 1/4 of the Southwest 1/4 of Section 15, and the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.**



HC Miller  
Stock No. 26273

3503038



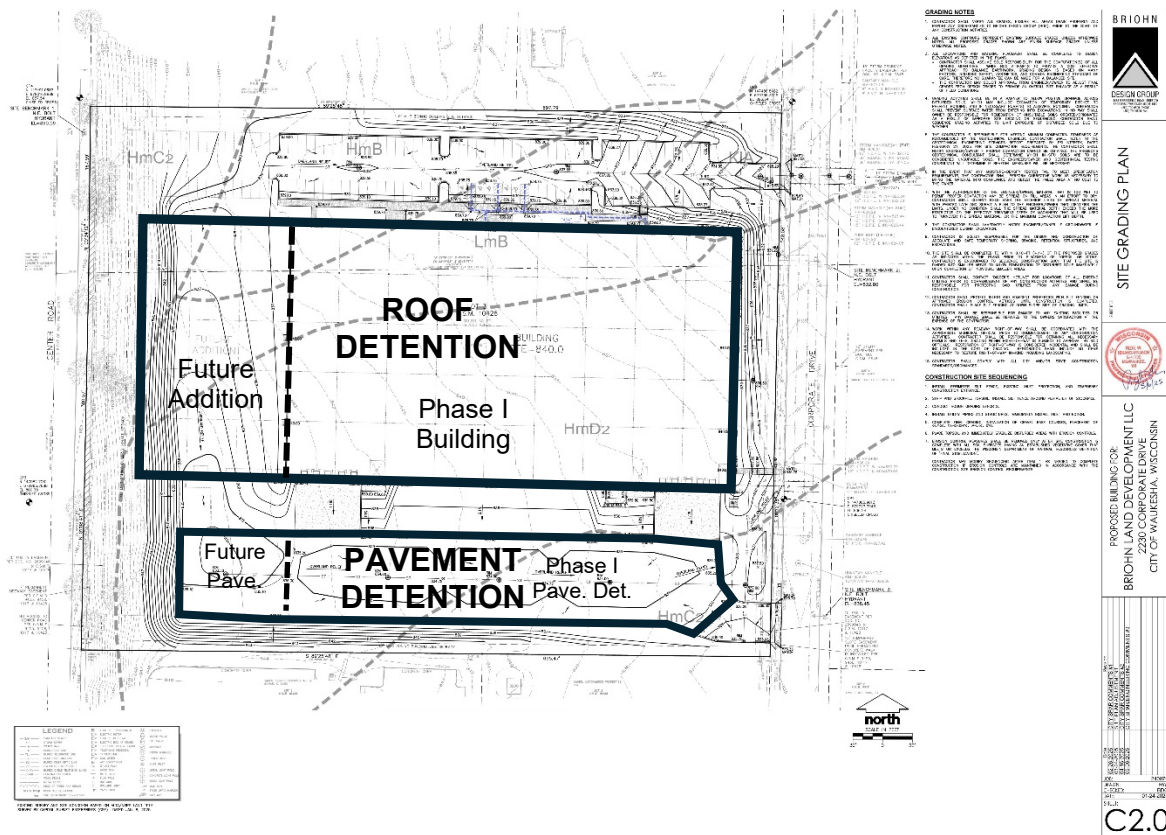
## Exhibit B - Location Map

### 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 roof detention, truck pavement low area detention, and all associated inlet drains, pipes, curb cuts, spillways, and other components of these practices. All of the noted storm water management practices are located within Lot 3 of CSM No.10428 as noted in Exhibit A.

**Development Name:** KDV Labels  
**Storm water Practices:** Roof Detention and Pavement Low Area Detention  
**Location of Practices:** Lot 3 of CSM No. 10428  
**Restrictions:** Roof Detention and Pavement Detention areas shown on Exhibit B are used for Stormwater Management Control. No alteration of grades, invert elevations, roof drainage devices or overflow routes is allowed without written approval from the City of Waukesha.

**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. 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.

#### **Roof Detention System Description:**

The roof detention system is designed to reduce peak runoff release rates from the roof stormwater runoff prior to discharging to the downstream on-site system. The roof drain included flow rate control devices that reduce peak release rates. To accomplish these objectives and ensure the proper long-term function of the stormwater management practices described above, the roof detention must be maintained as specified below:

#### **Roof Detention Minimum Maintenance Requirements:**

1. Inspected monthly and after all rainfall of 0.5 inches or more during a 24-hour period for the presence of litter and other debris.
2. Inspect the roof drains and scuppers for the accumulation of litter, or debris. Litter and debris should be immediately removed from the structure to prevent clogging. Refer to “Raintrol” (or other equal devices used) manual for inspection and replacements, if needed.  
<https://www.jrsmith.com/raintrol-roof-drain-1016>

#### **Storm Sewer System Description:**

The storm sewer system is designed to convey storm water from the paved area and building safely to the wet detention pond and infiltration basin. To accomplish these objectives and ensure the proper long-term function of the stormwater management practices described above, the storm sewer system must be maintained as specified below:

#### **Storm Sewer Minimum Maintenance Requirements:**

1. Inspected monthly and after all rainfall of 0.5 inches or more during a 24-hour period for the presence of litter and other debris. Inspect the contributory drainage area for any modifications that may alter the volume, frequency, or pollutant load of runoff entering the storm inlets.
2. Inspect the inlet structures for the accumulation of sediment, litter, or debris. Litter and debris should be immediately removed from the structure to prevent clogging.
3. The outlet structure shall be checked regularly for clogging until all soil surfaces have an established vegetative cover, then inspect at least quarterly and after all rainfall of 0.5 inches or more during a 24-hour period. Any litter or debris shall be removed. Excessive material deposited at the storm sewer outfall is indicative of a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

#### **Pavement detention:**

The pavement detention area shown on Exhibit B of this agreement contributes to the approved Stormwater Management performance standards for this site. Pavement grades, invert elevations and overflow routes shall not be altered from the approved construction plan set without written approval from the City of Waukesha.