

Storm Water Management Practice Maintenance Agreement

Document Number

Lithia Real Estate, 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

Parcel Identification Number(s)

WAKC1001415, WAKC1001995, WAKC1006984, WAKC1006985, WAKC1006986

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 _____, 2023.

Owner:
Lithia Real Estate, LLC

By: _____

Name/Title: Michael Weiss/President of General Capital Management, Inc., manager of JPD GC Waukesha, LLC.

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2022, 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

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ___ day of _____, 2022.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2022, 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: Wilde Subaru Waukesha

Acres: 4.485

Date of Recording: __, 2023

Map Produced By:

Legal Description:

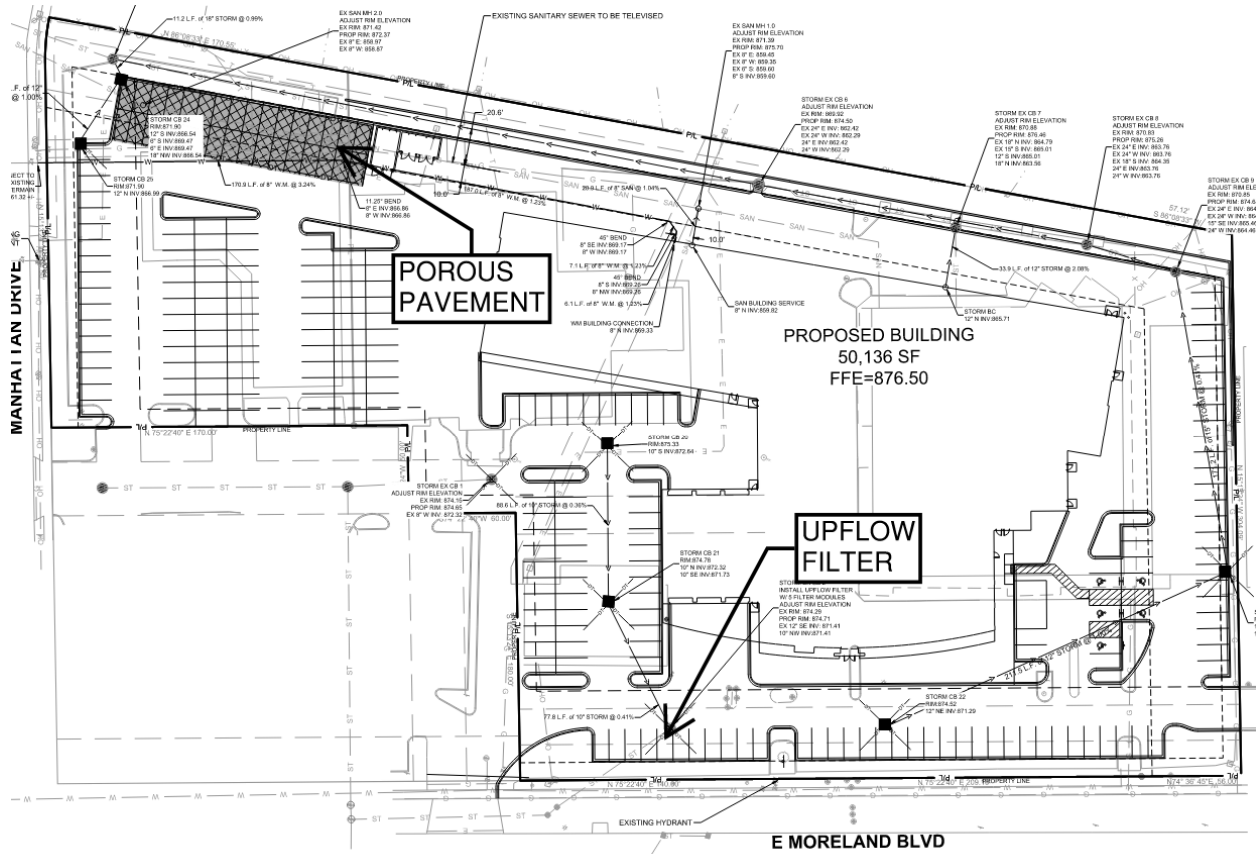
Exhibit B - Location Map

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. The practices include porous pavement and all associated pipes.

Development Name: Wilde Subaru Waukesha
Stormwater Practices: Porous Pavement, Upflow Filters
Location of Practices: East Moreland Boulevard and Manhattan Drive, Waukesha, WI
Owner: Lithia Real Estate, Inc.
Drafter Name:

Figure B1
Plan View of Storm Water Practices



Storm Water Easement Boundary Description:

Exhibit B Continued

Figure B2

Storm Water Easement Boundary and Description

Drafter Name:

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 basin to the storm water facilities for control and treatment. The storm catch basin will provide pretreatment for the underground system and the Upflo filtration system will supplement treatment. Sediment will settle within the sump of the catch basin. "As-built" construction drawings, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after the City 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 by the Facility Manager:

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. Inspect the pipe connections to ensure no clogging or blockage of the pipe. Any clogging or blockage must be removed immediately.
5. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City under the provisions listed on page 1 of this Agreement.

Up-Flo Filter Description

The Up-Flo filter system provides supplement treatment to the underground system. The system is designed to capture trash, oil, sediment and remove fine pollutants. "As-built" construction drawings, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after the City 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 by the Facility Manager:

1. A minimum of two inspections are required a year (May and October) to monitor sediment and pollutant accumulation:
 - a. Inspect the Up-Flo system for sediment building up within the sump. When sediment depth in the sump is found to be greater than 16 inches, sediment removal is required. There should always be a minimum of 8 inches separation between outlet pipe invert and the sediment built up within the sump.
 - b. Media filter bags shall be replaced at least once a year and properly disposed of media filter bags accordance with the Up-Flo manufacture's operation and maintenance manual.
 - c. The Up-Flo filtration system shall be inspected for outlet pipe clogging/blockage of debris or ice within the basins. Any blockage must be removed immediately.
 - d. 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.
 - e. For detailed inspection and maintenance requirements refer to manufactures operation and maintenance manual.
 - f. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City under the provisions listed on page 1 of this Agreement.

System Description:

The porous pavement system is designed to remove a minimum 40% of sediment in runoff from paved parking areas and roads and maintain pre-development downstream peak flows. To do this, porous pavement system must be maintained as specified in this Agreement (see Figures 1, 2 and 3).

The porous pavement system receives runoff from a 0.57 acre drainage area. The system consists of stormwater infiltrating through 5” porous pavement and into a 24” gravel storage layer. 6” drain tile throughout the gravel storage layer will direct stormwater to existing storm sewer. “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 practice described above, the following activities must be completed by the Facility Manager:

1. Annual inspection of permeable pavement to evaluate the following in accordance with WDNR TS 1008.
2. Clean the pavement surface shall be conducted at least twice per year (April and October) using industry recommended methods, such as regenerative air or vacuum sweeping.
3. Snow and ice – Sand and anti-icing pre-treatments should not be used on pervious pavements. Vacuum cleaning MUST be performed after the winter season. Snow removal should not be performed using front end loaders or skid loaders by either scooping or back dragging to avoid damaging the surface.
4. Hazardous/toxic substances should never be located/used near or on pavement – A spill prevention plan must be implemented where there is likelihood of spills from hazardous materials (e.g. gasoline for lawn mowers, antifreeze for cars, solvents, pesticides, & cleaning aids) that can adversely affect SW if spilled. Releases shall be corrected as soon as identified.
5. Outlets provide stable conveyance out of facility – Trash, debris, or sediment accumulation or evidence of erosion should be checked for, at a minimum, every April and October.
6. Permeable pavement shall be vacuum swept every May and November with a regenerative air sweeper.
7. Preventative measures such as raking and removing leaves, vacuum sweeping, limited and controlled application of pesticides and fertilizers, and other good housekeeping practices that prevent pollutants from mixing with stormwater should be taken.
8. Performance – Biannually, verify that pervious pavement is draining as designed. If pavement is not draining precipitation per the designed rate, and/or ponding water is visible on the surface 8 hours after a rain event, the system is likely clogged. System must receive a deep or regenerative cleaning. After cleaning has been complete, system must be tested to confirm it is performing within an accepted range per the design.
9. 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.
10. 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.