

Storm Water Management Practice Maintenance Agreement

Lockard Waukesha Holdings, LLC, an Iowa limited-liability company, referred to herein as the Owner, in accordance with Chapter 32 of the Waukesha Municipal Code, , agrees to install and maintain storm water management practice(s) on the parcel of real property described in Exhibit A, referred to herein as the Property, in accordance with approved plans and Storm Water Management Plan conditions, subject to certain specific exceptions stated herein. This Agreement incorporates the following exhibits:

Exhibit A: Legal Description of the Property.

Exhibit B: Location Map(s) –locations of storm water management practices required by this Agreement.

Exhibit C: Maintenance Plan –activities that must be carried out to maintain compliance with this Agreement.

The Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. Except as specifically stated herein, the Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices 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 Waukesha Municipal Code .
2. After termination of the Storm Water and Erosion Control Permit referred to in paragraph 1, the then-current Owner 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 then-current Owner shall, at its own cost, have a qualified professional conduct complete inspections of the storm water management practices at the time intervals listed in Exhibit C, file the reports with the City of Waukesha after each inspection, and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs. After the recommended work is completed, the qualified professional shall verify that the work was properly completed and submit a follow-up report to the City within 30 days.
4. In addition, and independent of the requirements of paragraph 3 above, the City of Waukesha, or its designee, upon 24 hours advance notice to the then-current Owner, 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 that differs from the report described in paragraph 3 above, if the City of Waukesha concludes on a commercially-reasonable basis, and provides Owner with a full written analysis of the commercially-reasonable basis, 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 shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If Owner does not complete an inspection under paragraph 3, or complete required maintenance or repairs under paragraph 4 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 expenses of such inspections, maintenance or repairs as a special charge against the Property, and collect it pursuant to Wis. Stats. §66.0627 or subchapter VII of Wis. Stats. Chapter 66.
6. Regardless of anything in this Agreement that may be construed or interpreted to the contrary, the City of Waukesha acknowledges and agrees that the Owner’s duties and requirements contained in this Agreement do not apply to any storm water sewer facilities constructed by D.F. Tomasini Contractors, Inc. under the Contract between

After recording return to

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

D.F. Tomasini Contractors, Inc., and the City of Waukesha dated December 16, 2014 as amended by the Amendment to Contract dated June 30, 2015, that lie within the boundaries of the Utility Easement Agreement between the City of Waukesha and Lockard Waukesha Holdings, LLC, dated April 8, 2015 and recorded on August 4, 2015 as Document Number 4158266 by the Register of Deeds for Waukesha County. City agrees that the Owner is not responsible for, and shall never be responsible for, the maintenance, repair or replacement of such facilities.

7. This Agreement shall run with the Property and be binding upon all of Owner's heirs, successors and assigns, who shall be deemed to be Owners and shall assume all duties and responsibilities of Owner.

Dated this _____ day of _____, 2016.

Owner: Lockard Waukesha Holdings, LLC

By: (print name)
Title: _____

By: (print name)
Title: _____

State of Iowa }
 } ss.
Black Hawk County }

_____ and _____, known to me to be the persons who executed this instrument on behalf of Lockard Waukesha Holdings, LLC, personally came before me this _____ day of _____, 2016, signed this instrument in my presence in the indicated capacities, and acknowledged the same.

Name:
Notary Public, Black Hawk County, Iowa
My commission (is permanent)(expires _____)

City of Waukesha, Wisconsin

By Shawn N. Reilly, Mayor

Attested to by Gina L. Kozlik, City Clerk

By authorization of the Common Council of the City of Waukesha on _____.

State of Wisconsin }
 } ss.
Waukesha County }

Shawn N. Reilly and Gina L. Kozlik, known to me to be the persons who executed this instrument on behalf of the City of Waukesha, Wisconsin, personally came before me this _____ day of _____, 2016, signed this instrument in my presence in the indicated capacities, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires _____)