

Storm Water Management Practice Maintenance Agreement

Klinke Enterprises, 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.

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.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

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 _____, 2016.

Owner:

(Owner's Signature)

(Owner's Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2016, 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:

**Joshua Radomski
Jahnke & Jahnke Associates, Inc.
711 W. Moreland Blvd.
Waukesha, WI 53188**

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ____ day of _____, 2016.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2016, 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: **Klinke Cleaners** Acres: **1.08**
 Map Produced By: **Jahnke & Jahnke Associates, Inc.**

Legal Description:

Lot 1 of Certified Survey Map No. 10833, recorded on December 28, 2010 in Volume 105 of Certified Survey Maps on Pages 80 to 88 as Document No. 3803449, a division of Lot 1 of Certified Survey Map No. 9666, being part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 6 North, Range 19 East, in the Town of Waukesha, County of Waukesha, State of Wisconsin.

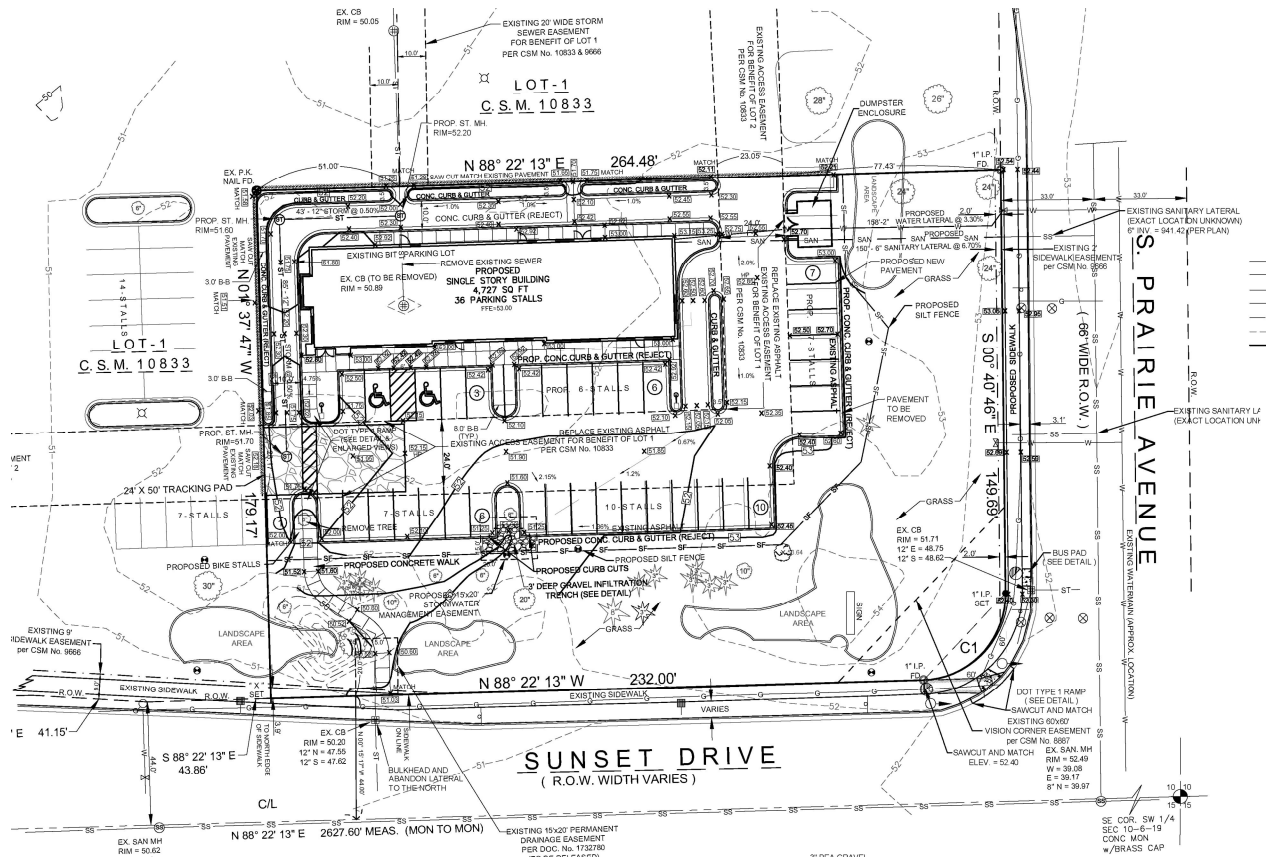


Exhibit B - Location Map

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 infiltration basin and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located within a storm water maintenance easement on the site, described by the following:

15' x 20' Permanent Drainage Easement bounded and described as follows:

All that part of Lot 2 of Certified Survey Map No. 10833 recorded in Book No. 105 on Pages 80 to 88 inclusive as Document No. 3803449 and being part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) Section 10, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin; Commencing at the Southwest corner of the Southwest Quarter (SW ¼) of said Section 10 being marked by a concrete monument with brass cap; thence North 88°22'13" East along the south line of said Southwest Quarter (SW ¼) 807.00 feet; thence North 01°37'47" West 90.00 feet to the place of beginning of said Permanent Drainage Easement; thence continuing North 01°37'47" West 15.00 feet; thence North 88°22'13" East 20.00 feet; thence South 01°37'47" East 15.00 feet; thence South 88°22'13" West 20.00 feet to the place of beginning. Containing a net area of 300 square feet or 0.0068 acres of land.

Development Name: Klinke Cleaners
Storm water Practices: Infiltration Trench
Location of Practices:

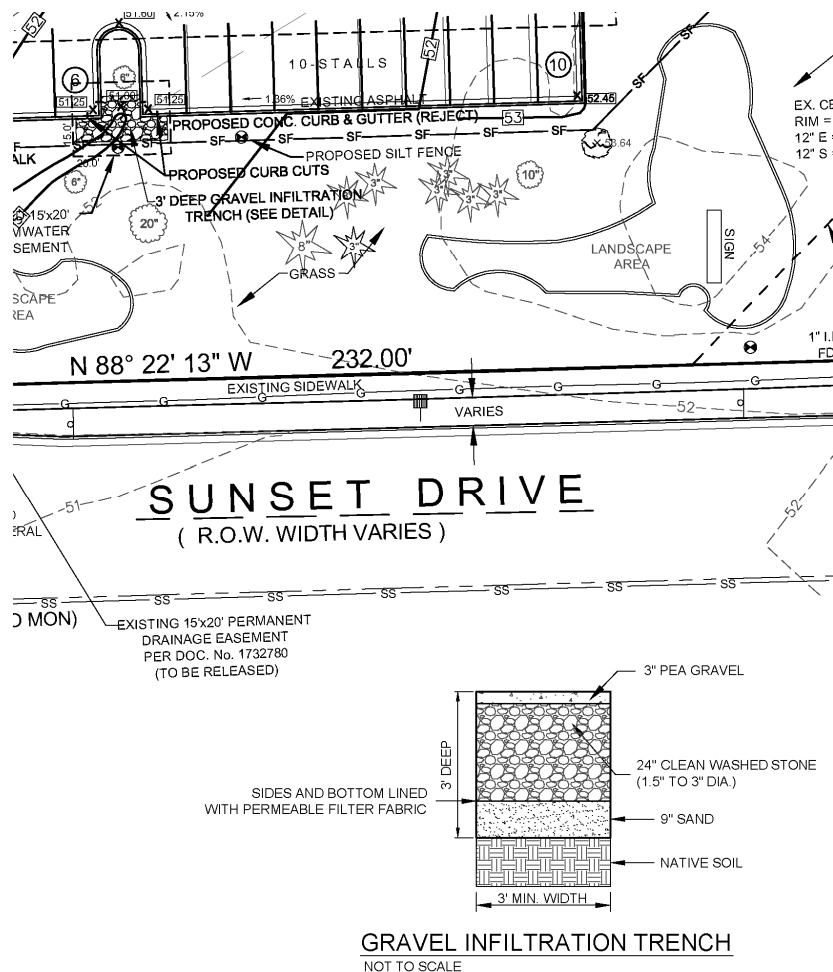


Exhibit C

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:

The infiltration trench is designed to infiltrate a portion of the runoff from the proposed parking lot. The trench receives runoff from approximately 0.21 acres of the proposed parking lot. The infiltration trench consists of 3 inches of pea gravel over 24 inches of clean, washed stone (1.5-3 inch diameter), over 9 inches of sand on native soil. The sides and bottom of the trench are lined with permeable filter fabric.

Minimum Maintenance Requirements:

To ensure the proper function of storm water infiltration basin, the following list of maintenance activities are recommended:

1. The basin and all components 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.
 - o If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
2. All stone trenches must be kept free of debris. Any blockage must be removed immediately.
3. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
4. Heavy equipment and vehicles must be kept off of the bottom and side slopes of the infiltration trench 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.
5. Any other repair or maintenance needed to ensure the continued function of the infiltration trench as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
6. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspector's 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 City of Waukesha Engineering Department. All documentation is to be delivered to the attention of the City Engineer at the Waukesha Engineering Department of January 10th and July 10th each year.