

Storm Water Management Practice Maintenance Agreement

Document Number

Erickson Enterprises II, 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

Parcel Identification Number(s) –
WAKC1336946 / WAKC1336945

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 _____, 201_.

Owner:

(Owners Signature)

Tracey Erickson

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2023, the above named Tracey Erickson to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]

Notary Public, Waukesha County, WI

My commission expires:_____.

This document was drafted by:

**Nielson Madsen and Barber SC
1458 Horizon Blvd, Suite 200
Racine, WI 53406**

City of Waukesha Common Council Approval

Dated this ___ day of _____, 2023.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
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: **Waukesha Express Car Wash**

Acres: 1.085

Date of Recording: _____, 2023

Map Produced By: Nielsen Madsen and Barber S.C. 1458 Horizon Blvd, Suite 200 Mount Pleasant, WI 53406

Legal Description: That part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Township 6 North, Range 19 East of the Fourth Principal Meridian, more particularly bounded and described as follows: Commence at a Witness Monument for the Southwest corner of the Southeast 1/4 of said Section 10; run thence N88°22'27"E, 50.00 feet along the South line of the Southwest 1/4 of said Section 10 to the Southwest corner of the Southeast 1/4 of said Section 10, not monumented; thence N88°11'01"E, 967.00 feet along the South line of the Southeast 1/4 of said Section 10; thence N00°13'59"W, 50.02 feet to the North line of West Sunset Drive and the point of beginning of this description; continue thence N00°13'59"W, 154.98 feet parallel to the West line of South Grand Avenue; thence N88°11'01"E, 305.00 feet parallel to the South line of the Southeast 1/4 of said Section 10 to the West line of South Grand Avenue; thence S00°13'59"E, 154.98 feet along the West line of South Grand Avenue to the North line of said West Sunset Drive; thence S88°11'01"W, 305.00 feet along the North line of said West Sunset Drive and parallel to the South line of the Southeast 1/4 of said Section 10 to the point of beginning. Said land being in the City of Waukesha, County of Waukesha and State of Wisconsin.

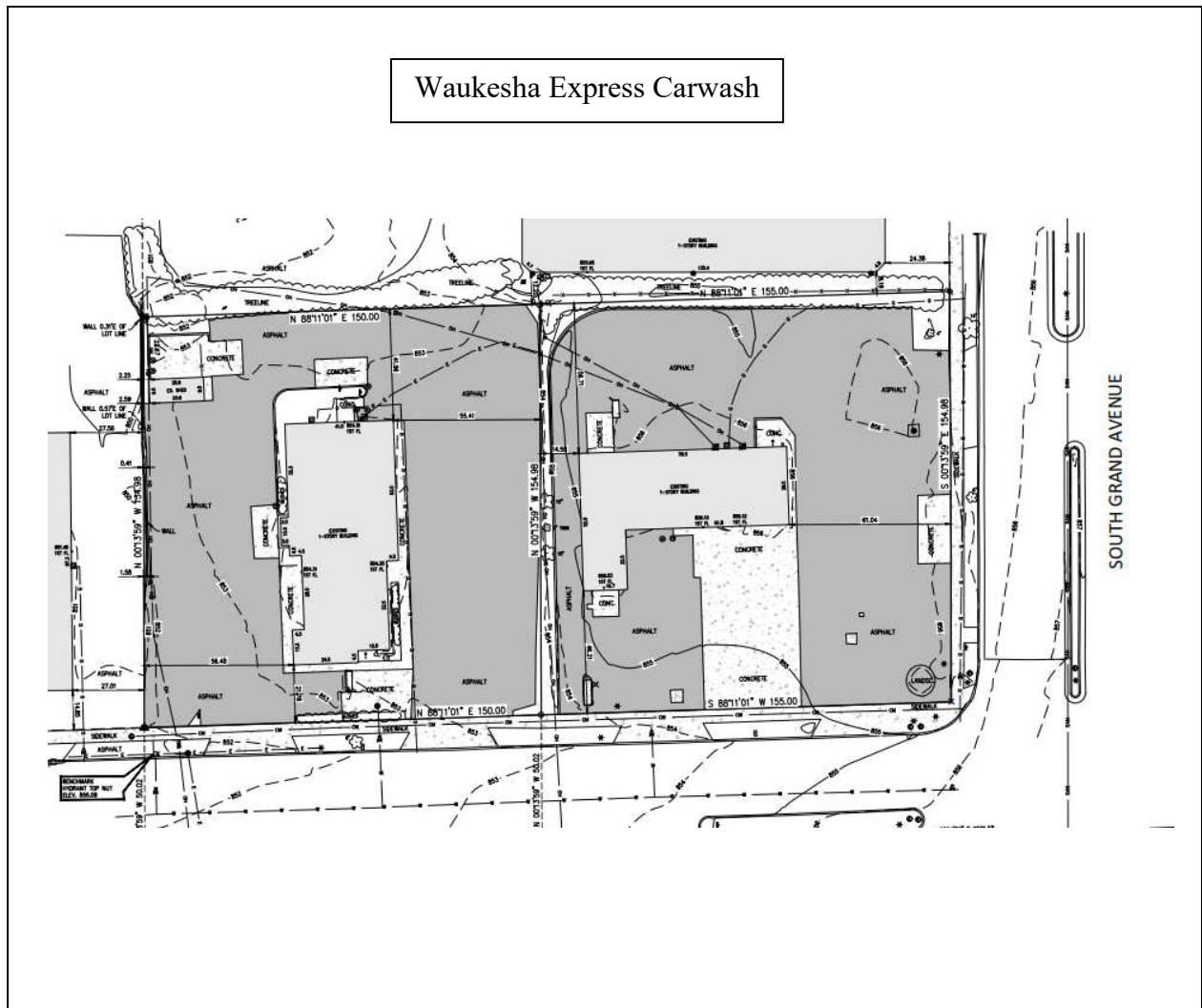


Exhibit B - Location Map

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 wet detention basin, two forebays, two grass swales (conveying storm water to the forebays) 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 drainage easement in Outlot 1 of the subdivision plat, as noted in Exhibit A.

Development Name: **Waukesha Express Carwash**
Storm water Practices: **Underground Detention System**
Location of Practices: **Lot 1, CSM**
Owner of Lot 1: **Erickson Enterprises II, LLC**

Figure 1
Plan View of Storm Water Practices

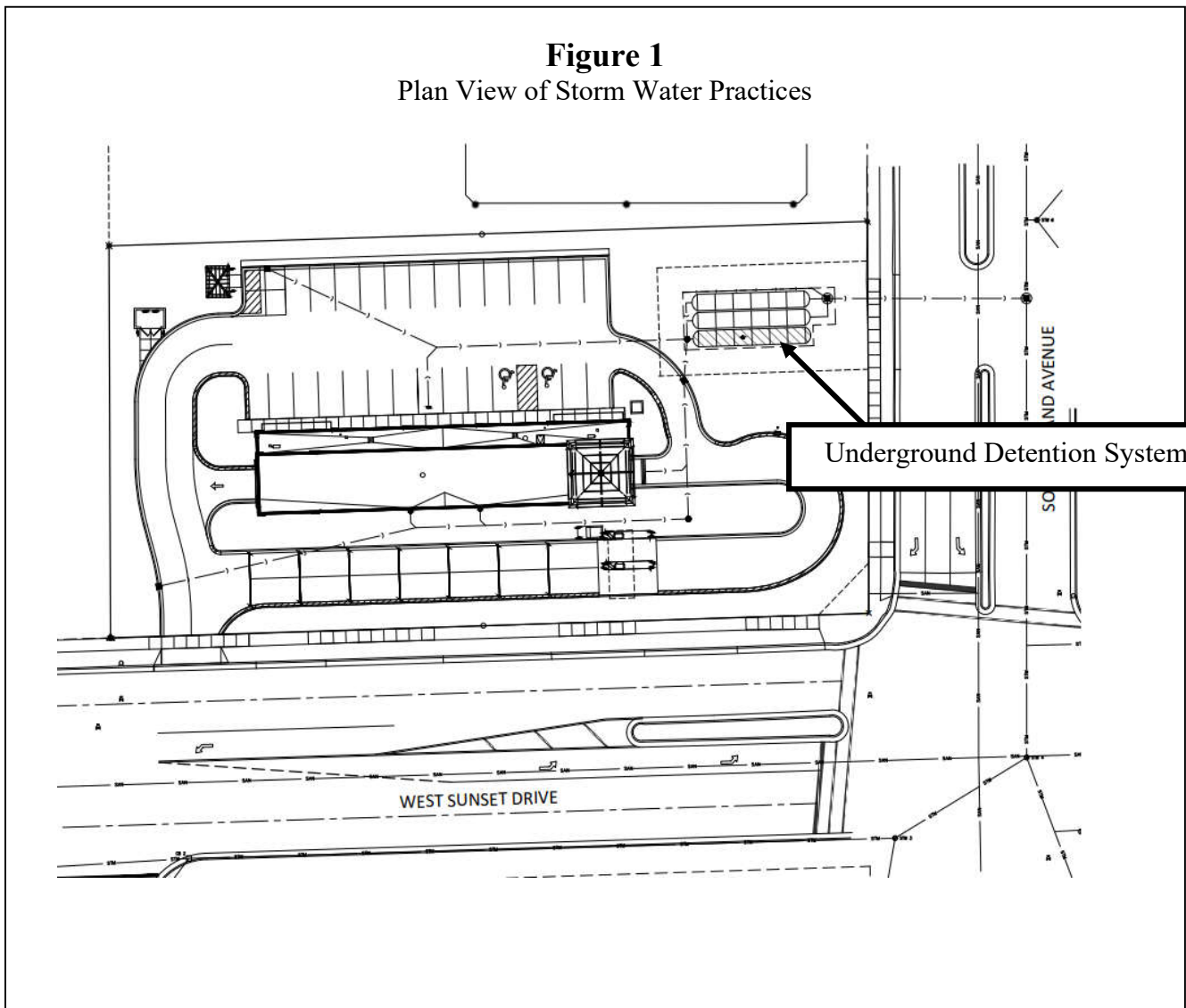


Exhibit C

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. 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 underground detention system (UDS) is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The site storm catch and drain basins will trap coarse sediments in runoff, such as road sands, thus reducing maintenance of the UDS. The UDS will trap the finer suspended sediment. To do this, the UDS and its outlet control structure must be maintained as specified in this Agreement.

The UDS receives runoff from a 0.887-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by multi-stage outlet structure with a 3-inch orifice and a 4' overflow weir. The orifice controls the water level and causes the incoming runoff to store within the UDS and to temporarily rise during runoff events. High flows will flow thru the 4' weir opening. "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 practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the 3-inch orifice and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets 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.
4. 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.
5. 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.