

Storm Water Management Practice Maintenance Agreement

Document Number

Home Depot U.S.A., Inc., a Delaware corporation, as "Owner" of the property described herein, in accordance with Chapter 32 - Storm Water Management and Erosion Control of the City of Waukesha Municipal Code (the "Code"), agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Management Plan conditions. Owner further agrees to the terms stated in this Agreement to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate to which this Agreement applies ("Property").

Exhibit B: Location Map(s) – shows an accurate location of the storm water management practices 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 (the "City") for all planned storm water management practices, an addendum to this Agreement shall be recorded by Owner showing design and construction details. The addendum 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
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – (PIN) **WAKC 1127-018**

During the term of 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 practices and drainage easements identified in Exhibit B until termination of the Storm Water and Erosion Control Permit (the "Permit") by the City in accordance with the Code.
2. After the date of termination of the Permit under paragraph 1 above, the 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 Owner shall, at its 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 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 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, 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 may require work to be done which differs from the report described in paragraph 3 above, if the City reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the City of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City.
5. If the Owner does not complete an inspection under paragraph 3 above or the required maintenance or repairs under paragraph 4 above within the specified time period, the City 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, no notice shall be required prior to the City performing emergency maintenance or repairs. The City may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collect 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 recording of the addendum, the City shall have the sole authority to modify this Agreement upon a 30-day prior notice to the current Owner.

Dated this ____ day of _____, 2017.

Owner:

Home Depot U.S.A., Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Acknowledgment

State of Georgia

County of _____

Personally came before me this _____ day of _____, 2017, the above named _____, as _____ of Home Depot U.S.A., Inc., a Delaware corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

This document was drafted by:

Kane Russell Coleman Logan PC
1601 Elm Street, Suite 3700
Dallas, Texas 75201
Attn: Raymond J. Kane

For Certification Stamp

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: **The Home Depot**

Acres: **15.8547 gross acres**

Date of Recording:

(Lot 1 – 14.4509 acres & Lot 2 – 1.4038 acres)

Map Produced By: R.A. Smith National, Inc.

Legal Description: Lot 1 and Lot 2 of future recorded CSM

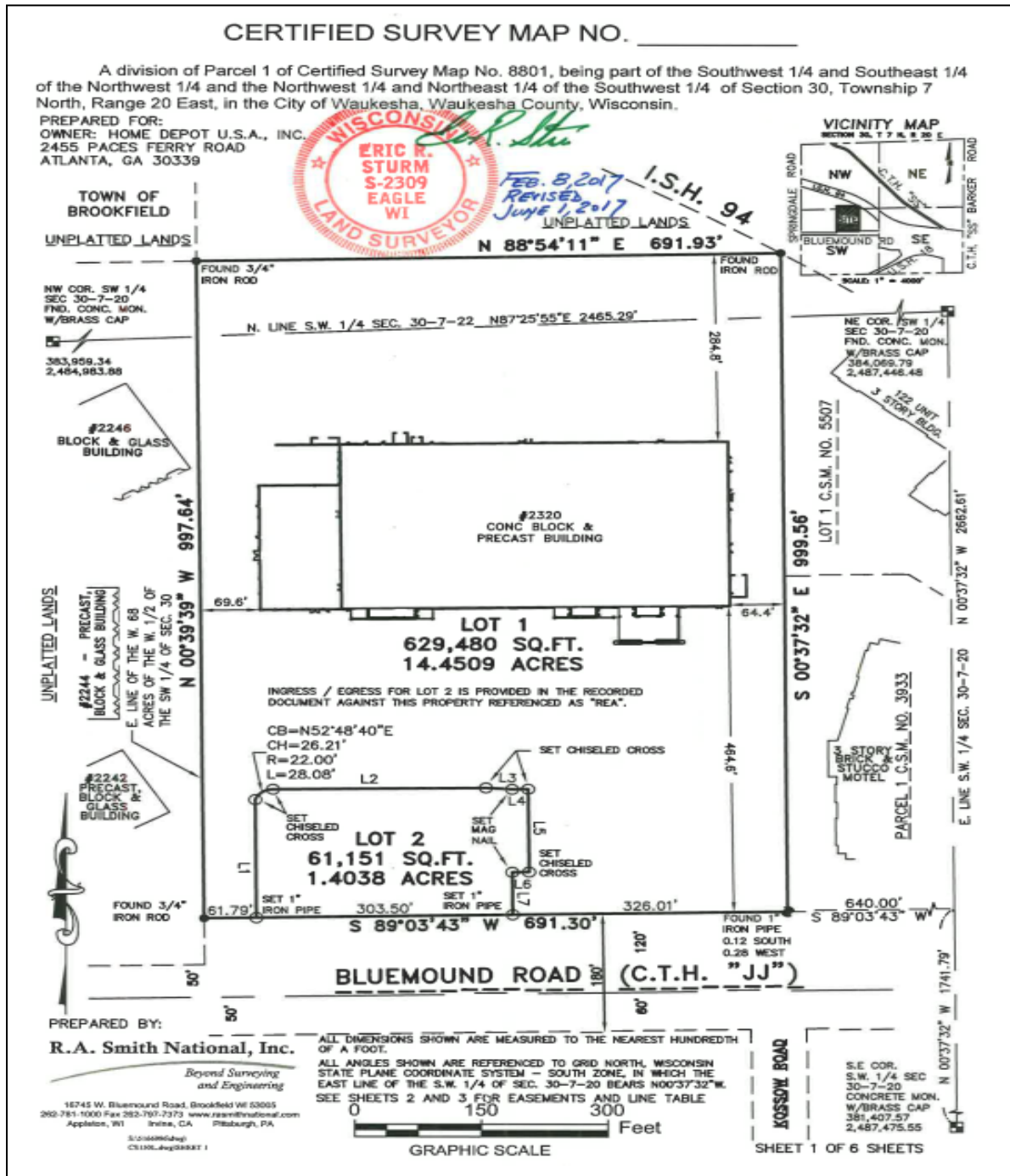


Exhibit B - Location Map

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 a detention pond and all associated pipes, earthen berms and other components of these practices. All of the noted storm water management practices are located within Lot 1 as shown in Exhibit A.

Subdivision Name: **The Home Depot**
Storm water Practices: **Detention Pond**
Location of Practices: **Lot 1 of The Home Depot**
Owner of Lot 1: **Home Depot U.S.A., Inc.**

FIGURE 1

Part of Lot 1 of Certified Survey Map No. _____, being a division of Parcel 1 of Certified Survey Map No. 8801 in part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 North, Range 20 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 88°54'11" West along said North line 90.00 feet to a point; thence South 00°37'32" East 152.78 feet to the point of beginning of lands to be described; thence South 00°37'32" East 60.00 feet to a point; thence South 89°22'44" West 444.33 feet to a point; thence North 24°10'15" West 65.45 feet to a point; thence North 89°22'44" East 470.47 feet to the point of beginning.

Containing 27,444 square feet or 0.6300 acres

June 2, 2017

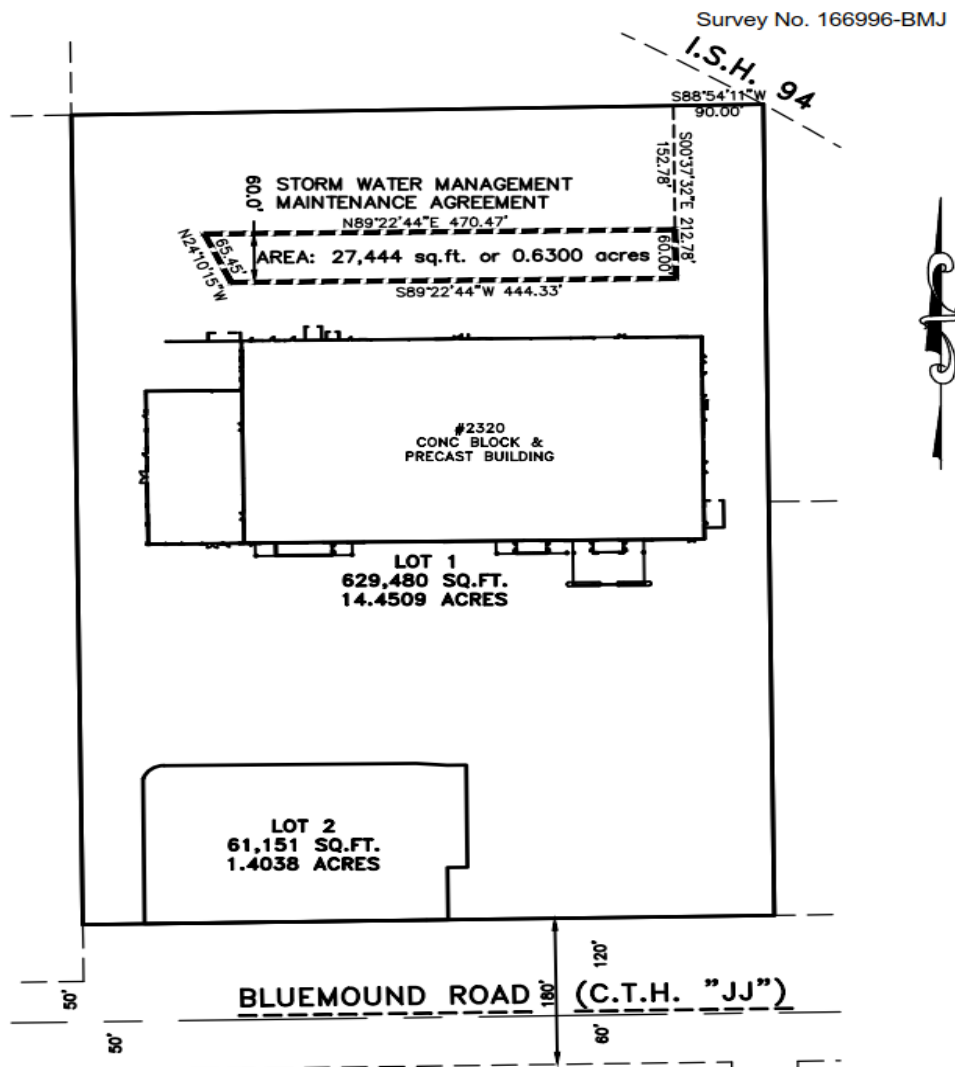


FIGURE 2

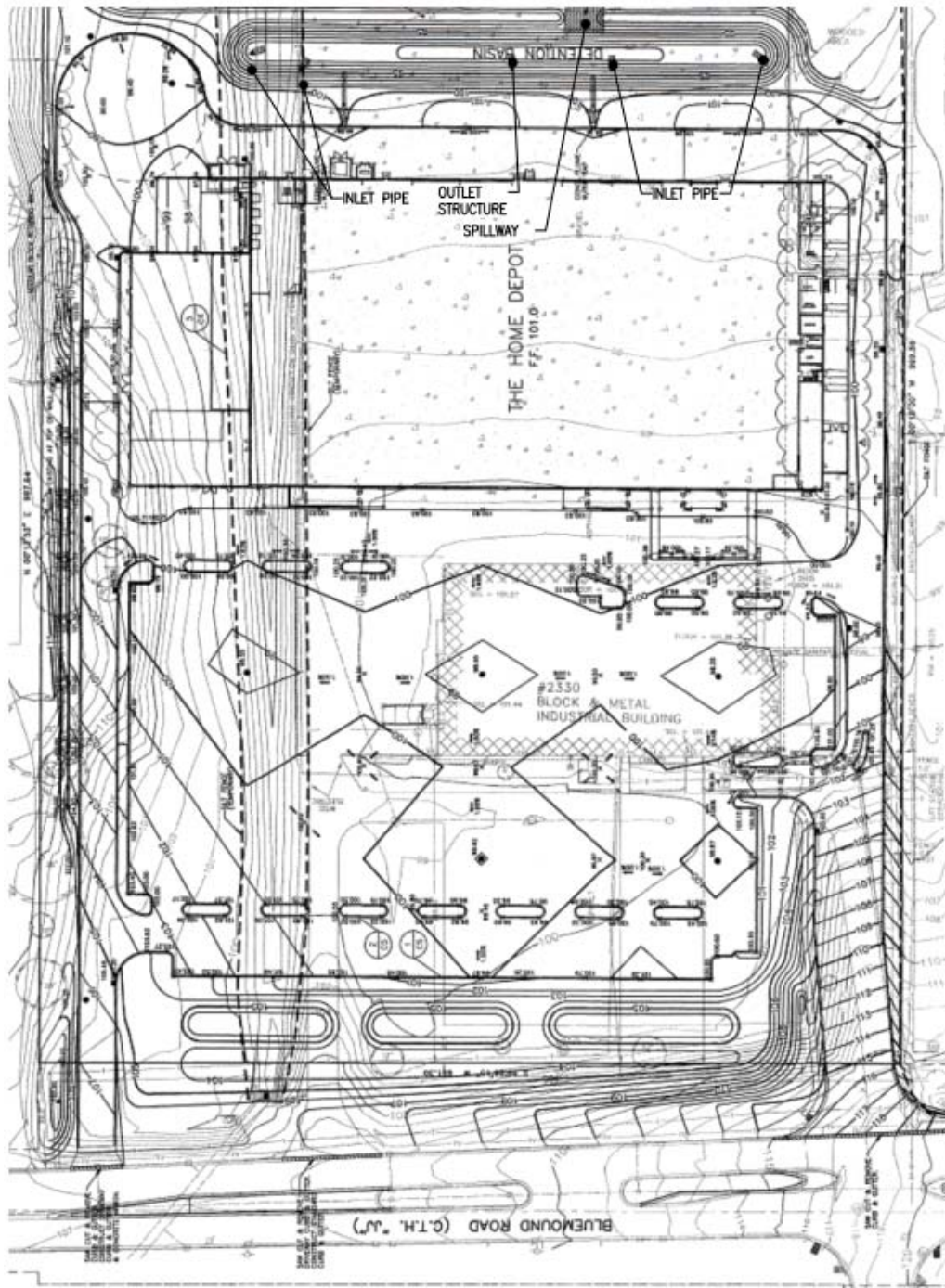


Exhibit C

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 to enforcement by the City of Waukesha of the provisions listed on page 1 of this Agreement.

System Description:

The detention pond is designed to maintain pre-development downstream peak flows. The detention pond receives runoff from a 14.17 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. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc., will be recorded as an addendum(s) to this Agreement after the 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 annually to ensure there is no blockage from floating debris or ice, especially in outlet control structure in the detention pond. Any blockage must be removed immediately.
2. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Inlets and outlets must be checked annually (at a minimum) 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. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
6. Periodic mowing of the grass will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. 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.
8. The titleholder(s) or their designee must document all inspections required in Sections 1 and 3 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, and (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.

**Addendum 1 to
Storm Water Management Practice
Maintenance Agreement**

The purpose of this addendum is to record verified "as-built" construction details, supporting design data and permit termination documentation for the storm water management practice(s) located in Lot 1 of future CSM to be recorded in Waukesha County, Wisconsin. The Storm Water Management Practice Maintenance Agreement to which this addendum will be attached is herein referred to as the "Maintenance Agreement".

This addendum includes all of the following exhibits:

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the detention basin.

Exhibit E: As-built Survey – shows detailed "as-built" cross-section and plan view of the detention basin.

Exhibit F: Engineering/Construction Verification – provides verification from the project engineer that the design and construction of the wet detention basin complies with all applicable technical standards and Waukesha County ordinance requirements.

Exhibit G: Storm Water Management & Erosion Control Permit Termination – provides certification by the City of Waukesha that the Storm Water and Erosion Control Permit for the above noted site has been terminated.

Dated this _____ day of _____, 2017.

Owner:

Home Depot U.S.A., Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Name and Return Address:

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – **WAKC 1127-018**

Acknowledgment

State of Georgia
County of _____

Personally came before me this _____ day of _____, 2017, the above named _____, as _____ of Home Depot U.S.A., Inc., a Delaware corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires: _____

This document was drafted by:

Kane Russell Coleman Logan PC
1601 Elm Street, Suite 3700
Dallas, Texas 75201
Attn: Raymond J. Kane

Exhibit D

Design Summaries for Existing Detention Pond

Project Identifier: Home Depot - Waukesha, WI Project Size: 15.85 acres No. of Lots: 2
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Poplar Creek
Watershed Area: 14.17 acres

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to analyze the existing detention basin.

Existing Conditions			
Drainage Area #	Area (acres)	Curve Number (CN)	Time of Concentration (minutes)
A	14.17	91	15

Proposed Conditions			
Drainage Area #	Area (acres)	Curve Number (CN)	Time of Concentration (minutes)
A	14.17	91	15

Detention Basin Design			
Basin Bottom Elevation	90.50	Normal Water Area	41 sf
Top of Berm Elevation	98.00	Top of Berm Area	27,151 sf
Outfall Device 1	36-inch dia. Culvert	Invert Elevation	90.30
Outfall Device 2	30-inch dia. Orifice	Invert Elevation	90.50
Secondary Outfall	16-ft wide Broad Crested Weir	Invert Elevation	95.00

Existing Peak Runoff at I-94	
10-year	31.3 cfs
100-year	61.3 cfs

As-built Peak Runoff at I-94	
10-year	26.43 cfs
100-year	52.51 cfs

As-built Peak Elevation in Detention Pond	
10-year, 24-hour Storm	94.71
100-year, 24-hour Storm	95.72

Exhibit D (continued)

Proposed Conditions Watershed Map

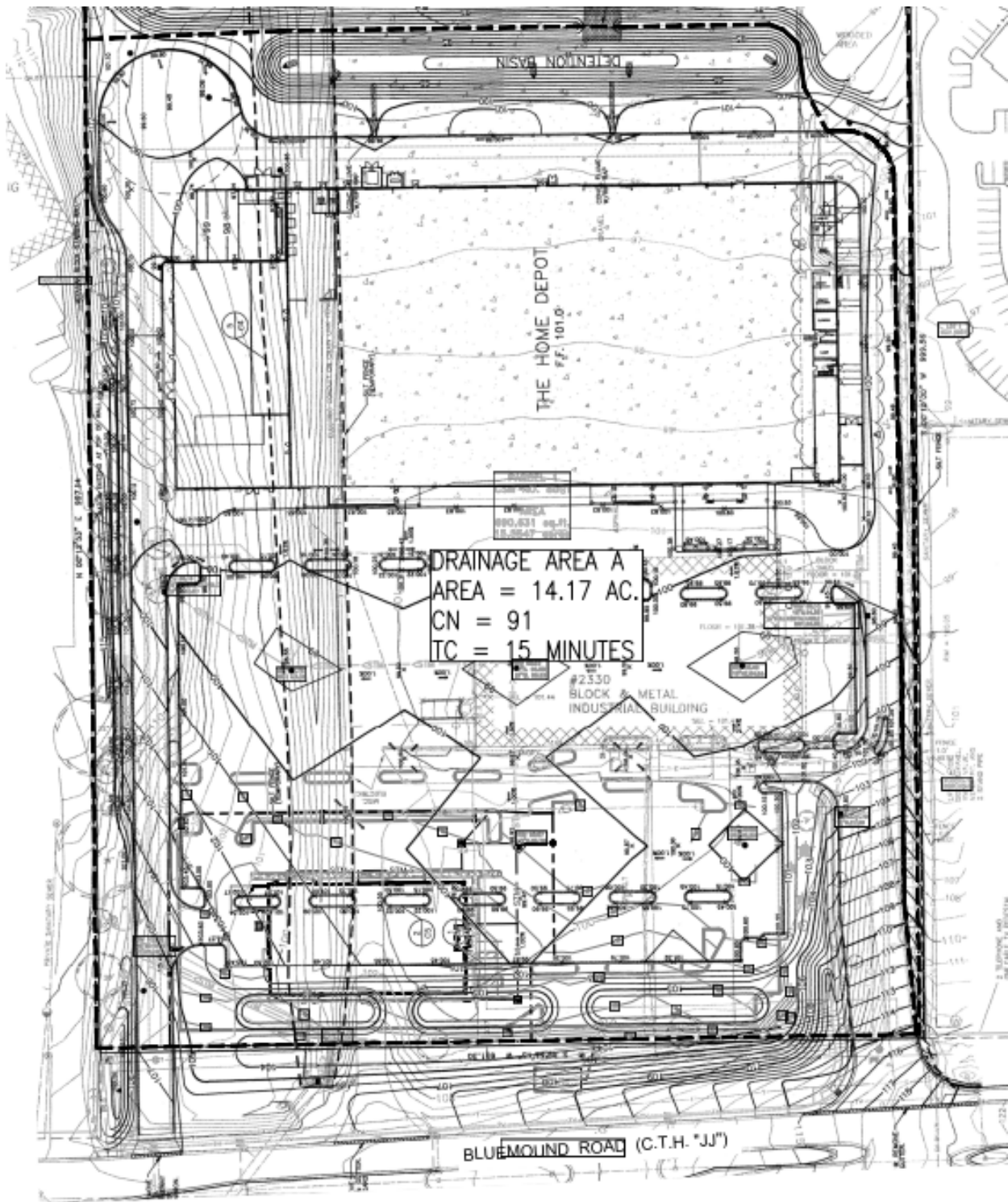


Exhibit E
As-built Survey for Existing Detention Pond

<u>Project Identifier:</u>	Home Depot – Waukesha, WI
<u>Storm water Practice:</u>	Existing Detention Pond
<u>Location of Practice:</u>	Lot 1 of CSM _____
<u>Owners of Lot 1:</u>	THE HOME DEPOT

[see following three (3) pages]

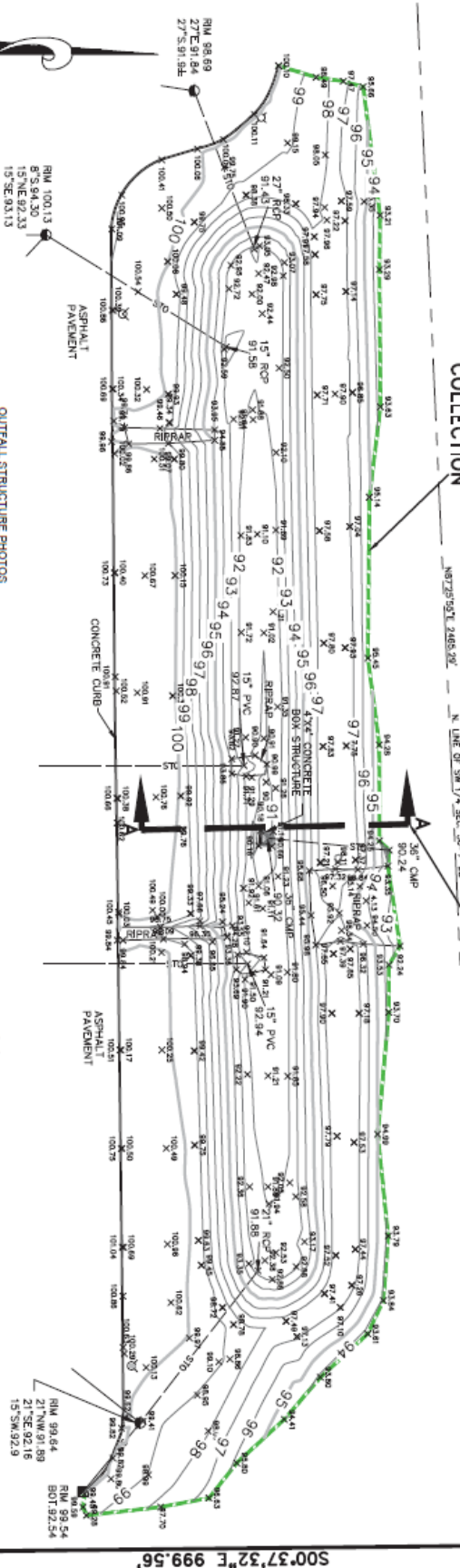
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

STARTING BENCHMARK:
"OPEN" ON FIRST HYD WEST OF HOME
DEPOT ENTRANCE NORTH SIDE OF W.
BILKOWOOD ROAD, ELEV. = 102.15'

Prepared for: Greenberg Farrow

Project No. 166996-BMJ

CROSS SECTION A
(SEE SHEET 2 OF 2)



OUTFALL STRUCTURE PHOTOS

To: Greenberg Farrow Architecture Inc.
Home Depot U.S.A., Inc.
City of Waukesha

This is to certify that this map, illustration, and field measurements on which it is based were made under my direct supervision, and are complete and accurate to the best of my professional knowledge and belief. The fieldwork was completed on April 3, 2017.

Date of Map: April 6, 2017

Eric R. Stumm
Professional Land Surveyor
Registration Number S-23309
eric.stumm@glasrmitnational.com



R.A. Smith National, Inc.

Beyond Surveying and Engineering

10740 W. Center Road, Suite 200, Bloomfield, WI 53006
262-761-1000 Fax 262-797-7373 www.rasmithnational.co
Appleton, WI Inline, CA Pittsburgh, PA

S:\5166776\dwg\LA101F30.dwg (SHEET 2)

SHEET 1 OF 2

RECORD DRAWING EXHIBIT A **DETENTION BASIN**

FIGURE 2 **CROSS-SECTION A**

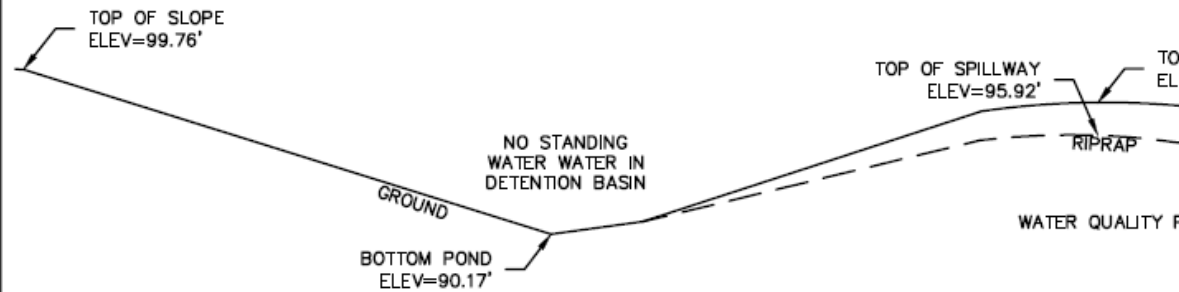
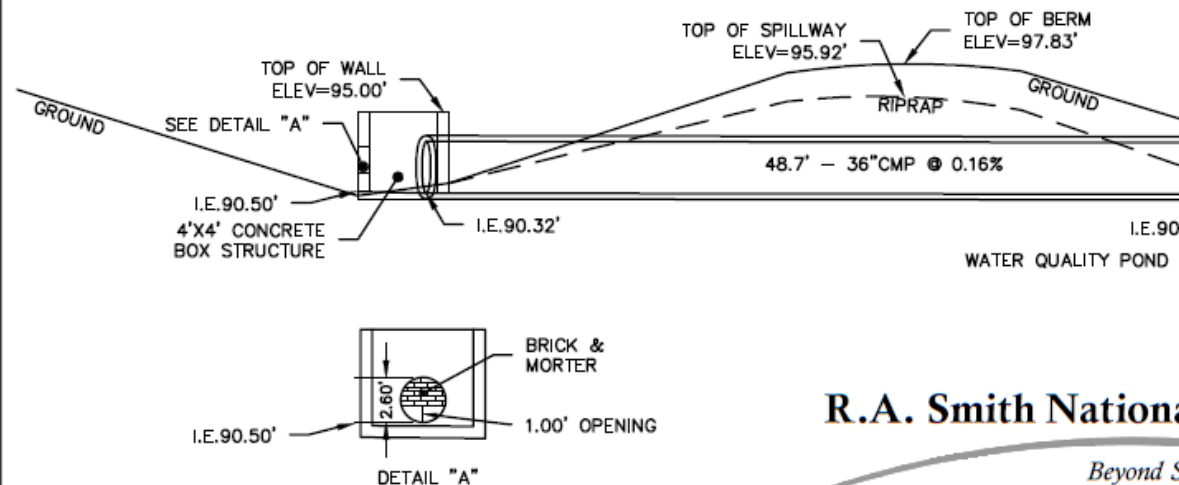
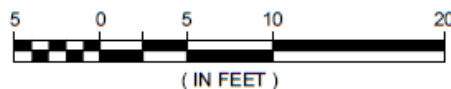


FIGURE 3 **OUTLET STRUCTURE DETAIL**



GRAPHIC SCALE



R.A. Smith National

*Beyond S
and En*

16745 W. Bluemound Road, Brookfield
262-781-1000 Fax 262-797-7373 www.ras
Appleton, WI Irvine, CA Pitts

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DETENTION VOLUME

Project : Duluth Trading Company at The Home Depot
 Waukesha, WI
P.N. : 20161393
By : GreenbergFarrow
 Keri Williams, P.E.
Date : 4/7/2017

"R.A. Smith Design" Existing Detention Pond STAGE-STORAGE RELATIONSHIP

Stage (feet)	Depth (feet)	Surface Area (sq. ft.)	Surface Area (acres)	Average Area (acres)	Incremental Volume (ac-ft)	Total Volume (ac-ft)
90.50	0.00	0	0.00	0.00	0.00	0.00
91.00	0.50	2,108	0.05	0.02	0.01	0.01
92.00	1.50	6,625	0.15	0.10	0.10	0.11
93.00	2.50	9,213	0.21	0.18	0.18	0.29
94.00	3.50	11,858	0.27	0.24	0.24	0.54
95.00	4.50	14,559	0.33	0.30	0.30	0.84
96.00	5.50	17,319	0.40	0.37	0.37	1.21
97.00	6.50	20,131	0.46	0.43	0.43	1.63
98.00	7.50	23,002	0.53	0.50	0.50	2.13

Stage-Storage based on Storm Water Management Plan for the Home Depot-Waukesha dated 01/18/99 and prepared
 by R.A. Smith & Associates, Inc.

10-year, 24-hour storm event, Peak Elevation in Pond = 94.65

100-year, 24-hour storm event, Peak Elevation in Pond = 95.71

"2017 As-Built" Existing Detention Pond STAGE-STORAGE RELATIONSHIP

Stage (feet)	Depth (feet)	Surface Area (sq. ft.)	Surface Area (acres)	Average Area (acres)	Incremental Volume (ac-ft)	Total Volume (ac-ft)
90.50	0.00	41	0.00	0.00	0.00	0.00
91.00	0.50	333	0.01	0.004	0.002	0.002
91.20	0.70	1200	0.03	0.018	0.004	0.006
92.00	1.50	4935	0.11	0.07	0.06	0.06
93.00	2.50	9115	0.21	0.16	0.16	0.22
94.00	3.50	11889	0.27	0.24	0.24	0.46
95.00	4.50	14684	0.34	0.31	0.31	0.77
96.00	5.50	17684	0.41	0.37	0.37	1.14
97.00	6.50	20718	0.48	0.44	0.44	1.58
98.00	7.50	27151	0.62	0.55	0.55	2.13

Stage-Storage based on As-Built dated April 6, 2017 and prepared by R.A. Smith National, Inc.

10-year, 24-hour storm event, Peak Elevation in Pond = 94.71

100-year, 24-hour storm event, Peak Elevation in Pond = 95.72



File: Existing Pond As-built-2017-04-05 4/7/2017
 Sheet: WQT Design
 Page: 1 of 1

Exhibit F

Engineering/Construction Verification

Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.



(Signed P.E. stamp must be included)

Exhibit G
Storm Water Management and Erosion Control Permit Termination

Project Identifier: **The Home Depot**

Location: Lot 1 of CSM _____, Waukesha County, Wisconsin.

Storm Water Management and Erosion Control Permit Holder's Name: _____

Storm Water Management & Erosion Control Permit #: _____

Chapter 32 – City of Waukesha Storm Water Management and Erosion Control requires that storm water management practices be maintained by the Storm Water and Erosion Control Permit Holder until permit termination, after which maintenance responsibilities shall be transferred to the responsible party identified on the CSM and referenced in this Maintenance Agreement.

Upon execution below, this exhibit shall serve to certify that the Storm Water Permit Holder has satisfied all requirements of the Storm Water Management and Erosion Control Ordinance and that the City of Waukesha has terminated the Storm Water Management and Erosion Control Permit for the property covered by this Maintenance Agreement.

Dated this ____ day of _____, 2017.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgment

State of Wisconsin
County of Waukesha

Personally came before me this _____ day of _____, 2017, 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: _____