

**Storm Water Management Practice
Maintenance Agreement**

ABC, LLC as “Owner” of the property described herein, in accordance with Chapter 12 of the Town of the Lafayette Code of Ordinances agrees to install, inspect and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The subsequent “Titleholder(s)”, owners of each lot within Meadowlark Acres Subdivision, shall have an equal undividable interest in the outlots and storm water management practice(s). The Owner 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.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Through this Agreement, the Owner and subsequent Titleholder(s) hereby subject the Property to the following covenants, conditions, and restrictions:

1. The Owner shall be responsible for the inspection, the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easement(s) identified in Exhibit B, in accordance with the maintenance plan contained in Exhibit C, until a Storm Water Permit Termination is determined by the Department of Chippewa County Land Conservation and Forest Management (LCFM). To achieve Stormwater Permit Termination, the Owner must meet the following requirements:
 - Submit as-built plans within ninety (90) days following installation to Chippewa County LCFM for review and acceptance. As-built plans shall provide adequate detail necessary to show compliance with the approved storm water management plan. The as-built plans shall be accompanied by an Engineering/Construction Verification that states the design and construction of the stormwater BMPs complies with all applicable technical standards and requirements of the Town of Lafayette Ordinance.
 - The post-construction site meets the conditions of financial guarantee release under Sec. 12.72(b) of the Town of Lafayette Code of Ordinances.

Upon meeting these conditions above, Chippewa County LCFM will issue a Storm Water Permit Termination.

2. After the Stormwater Permit Termination under 1., the outlot(s) ownership will be conveyed to subsequent Titleholder(s). The Titleholder(s) will be responsible for the inspection and maintenance plan contained in Exhibit C of the stormwater management practice(s) identified in Exhibit B.
3. The Titleholder(s) shall, at their own cost and within a reasonable time frame, as determined by Town of Lafayette, or their designee, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the Town of Lafayette and complete any maintenance or repair work recommended in the report. After permit termination, Titleholder(s) within Meadowlark Acres Subdivision shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 3 above, Town of Lafayette, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practice(s) or drainage easement(s) to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Town of Lafayette may require work to be done which differs from the report described in paragraph 3 above, if Town of Lafayette reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by Town of Lafayette, or its designee, of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame, as determined by Town of Lafayette, or its designee.
5. If the Titleholder(s) do not complete an inspection under 3 above, or required maintenance or repairs under 4 above, within the specified time period, Town of Lafayette, or its designee, is authorized to perform the specified inspections. In the case of an emergency situation, as determined by Town of Lafayette, or its designee, no notice shall be required prior to the local municipality performing emergency maintenance or repairs. The local municipality may level 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 As-Built Survey, Engineering/Construction Verification, and any associated documents, Town of Lafayette, or its designee, shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder(s).
7. All the requirements of Sec. 12-71 of the Town of Lafayette Code of Ordinances, Maintenance of Storm Water Best Management Practices (BMPs), are incorporated by reference into this agreement.

Owner Signature Block:

Owner's Signature

Owner's Name Typed

Dated this ____ day of _____, 20__.

If an Entity owns the property, use the signature block below. Any signature blocks not being used should be deleted. The text in red needs to be deleted prior to recording.

Entity Signature Block

Entity's Name Typed

Name Typed

Title

Signature

Dated this ____ day of _____, 20__.

Acknowledgements

State of Wisconsin :
County of Chippewa:

Personally came before me this ____ day of _____, 20__, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Chippewa County, WI
My commission expires: _____

This document was drafted by:

Drafter's Individual Name

Address of Drafter

Approved for recording: _____ [Initials of Municipal staff]

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 Chippewa County Register of Deeds Office.

[Note: An example legal description is shown below. This exhibit must be customized for each site, including the minimum elements shown. It must include a reference to a Subdivision Plat, Certified Survey number, or Condominium Plat, and a map to illustrate the affected parcels(s).] The text in red needs to be deleted prior to recording.

Project Identifier: [Meadowlark Acres Subdivision] Acres: [40]
Date of Recording: [Date]
Map Produced by: [Engineer's Name]
Legal Description: [Enter legal description as described on the property title here].

Examples (Can remove this box)

1. Subdivision: Lots 1 through 22 of "Sample" Subdivision, Town of Lafayette, Chippewa County, WI
2. CSM: CSM: Lot 1 of Chippewa County Certified Survey Map No. 9999, recorded in Volume 10 of Certified Survey Maps, Page 99 as Document No. 12345, located in the Northwest Quarter of the Southeast Quarter, of Section 19, Township 28 North, Range 8 West, Village of Lake Hallie, Chippewa County, Wisconsin
3. Metes and Bounds: A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 28 North, Range 10 West, Town of Wheaton, Chippewa County, Wisconsin, described as follows:.....



Exhibit A

Survey map of property showing legal boundaries.

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Exhibit B

Location Map

[An example location map and the minimum elements that must accompany the map are shown below. This exhibit must be customized for each site and show all Storm Water Management Practices covered by this Agreement. Map scale must be sufficiently large enough to show necessary details.] This text in red will need to be deleted prior to submitting.

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.

Subdivision Name: [Meadowlark Acres Subdivision]

Storm Water Practices: [brief list]

Location of Practices: [enter a metes and bounds description of the Outlot area. The figure below must illustrate this description.]

Titleholders of Outlot 1: [Each owner of Lots 1 through 22 shall have equal (1/22) undividable interest in Outlot 1.]

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 storm water 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 Titleholder(s) to enforcement of the provisions listed on Page 1 of this Agreement by Town of Lafayette, or their designee.

[Sample maintenance language is listed below. This exhibit must be customized for each site. The minimum elements of this exhibit include: a description of the drainage area and the installed storm water management system & best management practices, a list of BMP maintenance requirements, and a reference to future as-built drawings and design summaries to be recorded as an addendum(s) to this agreement.] This text in red will need to be deleted prior to submitting.

System Description

The wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The basin has two forebays (smaller ponds) located at the low end of two grass swales. In addition to runoff conveyance, the grass swales also allow infiltration and filtering of pollutants, especially from smaller storms. The forebays are each 4 feet deep. They are connected to the main pool by 18 and 24-inch metal pipes that outlet onto a rock chute. The forebays will trap coarse sediments in runoff, such as road sands, thus reducing maintenance of the main basin. The main pool will trap the finer suspended sediment. To do this, the pond size, water level, and outlet structures must be maintained as specified in this Agreement (see Figures 1, 2 and 3).

The main basis receives runoff from a 67.1 acre drainage area (41.2 acres within the subdivision and 25.9 acres off-site drainage coming from the east). 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 a 12-inch concrete pipe extending through the berm in the northwest corner of the basin (see Figures 1 and 3). On the face of the 12-inch pipe, there is a metal plate with a 3-inch drilled hole (orifice) with stone in front of it. This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the grated concrete riser or flow over the rock lined emergency spillway. "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 Chippewa County 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. NO trees or woody vegetation are to be planted or allowed to grow on the earthen berms or basin bottoms. Tree root systems can reduce soil compaction and cause berm failure. The berms and basin bottoms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay, odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must follow proper disposal requirements designated by the Department of Natural Resources Standards and Specifications. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.
7. No grading or filling of the basin or berm, other than for sediment removal is allowed, unless otherwise approved by Town of Lafayette, or their designee.
8. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin for the forebays may attract nuisance pollutions of geese to the property and is not necessary or recommended.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by Town of Lafayette, or their designee, under the provision listed on page 1 of this Agreement.