

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

RECITALS:

- A. _____ is the owner of property in the City of Milton, County of Rock, State of Wisconsin, more particularly described on Exhibit A attached hereto (“Property”).
- B. The City requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the City the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with City of Milton. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance tasks are more particularly described on Exhibit A.
- 2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then the City shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the City’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. The City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the City of Milton Ordinances.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for City of Milton, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for City of Milton, Wisconsin, a written instrument of termination signed by the City and all of the then-owners of the Property.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: _____

If to County: City of Milton Public Works
150 Northside Drive
Milton, WI 53563

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

This space is reserved for recording data

Return to:
City of Milton Public Works
150 Northside Drive
Milton, WI 53563

Parcel Number(s):
V-23-143A.61

- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X _____
 City of Milton Public Works Staff Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn before me on _____ by the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

X _____
 Owner Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn before me on _____ by the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

DRAFTED BY: Quam Engineering, LLC
 Mark Fendry, EIT

Stormwater Maintenance Plan

Legal Description of Property:

PT SE1/4 BROWN HEIGHTS THIRD ADDITION LOT 61 (EXC HWY), City of Milton, Rock County, Wisconsin

Parcel number: V-23-143A.61

Maintenance Provisions:

Storm Sewer:

- Visual inspection of components shall be performed, and debris removed from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Repairs must restore the component to the specifications of the original plan.

Riprap

- Riprap should be inspected after all storm events for displaced stones and erosion. All necessary repairs should be made immediately.
- Accumulated sediment should be removed periodically.

Bio-Retention Device

- Owner shall install and maintain Bio-Retention Device in accordance with plans approved by the City. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with the applicable Ordinances. Visual Inspection of the Bio-Retention Device shall be performed monthly to identify and repair eroded areas and remove litter and debris, if applicable.
- The Owner shall maintain plants by watering, weeding, hand pulling and/or herbicide applications, restoring plant saucers around planting holes, tightening and repairing any guy supports, replacing flagging of guy wires, pruning and resetting plants to proper grades or vertical positions, as required to establish healthy, viable plantings. Herbicide treatments shall be performed by licensed applicators who are experienced with native and non-native plant identification. Herbicides will be used in full conformance with label requirements and application techniques will limit overspray and damage to off-target species.
- The Owner is responsible for a spot selective invasive weed control treatment on the entire basin area once in the initial growing season, two times in the first full growing season after seeding, two times in the second full growing season after seeding, and three times in the third full growing season after seeding. This can include combinations of hand weed control and selective herbicide treatment. Herbicide treatment can be conducted with tools such as handheld or backpack sprayers. Examples of common invasive species to be controlled from spread are Narrow-leaved cattail and reed canary grass in wetland areas; Canada thistle, Flowering spurge, Common teasel, Sweet clover, Red clover, Wild parsnip are examples of more upland type species to be controlled. Applications to perennial weeds need to occur prior to seed formation of such species. If such species do go to seed, contractor is responsible for cutting the seed heads, bagging them, and removing them from the project site. Herbicide applications that are necessary must be performed by qualified personnel trained in the identification of native species and also licensed appropriately for herbicide applications in the state or region in which they are applying.

- Watering shall be provided every day for the first 10 days after installation, if rainfall is not sufficient. If plantings are planted in spring, water for 3 to 6 weeks after seed placement. If plantings are planted in the fall, water for 3 to 6 weeks in the spring if dry conditions exist until established. Apply water in a manner to preclude puddling, washing and erosion. The equivalent of one-half inch of rainfall per week shall be considered the minimum until germination.
- All areas of the Bio-Retention Device where the mulch has been displaced shall be re-mulched as needed. Additional mulch shall be applied annually.
- Snow shall not be dumped directly onto the Bio-Retention Device.
- Maintenance of the Bio-Retention Device shall conform to Wisconsin Department of Natural Resources Technical Standard 1004.
- Repair shall be required when system shows standing water beyond 24 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 30% compost and 70% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone.
- Any alterations to approved Bio-Retention Device shall be approved by the City. Owner shall maintain records of inspections, cleaning and replacement of the Bio-Retention Device all in accordance with the City Ordinances.