

**Long-Term Stormwater Management  
Maintenance Agreement**  
(Rain Garden)

**SITE ADDRESS:**

**Tax Parcel I.D. Number:**

**RESPONSIBLE PARTY:**

The owner is responsible for satisfying the provisions of this agreement throughout the project site for the duration of the construction period and upon completion of all construction phases. Unless otherwise expressly provided herein, all representations in this agreement shall remain operative and in full force and effect on the parties and subsequent assignees or purchasers of the parcel or any portion thereof. No modifications, alteration, or amendment to this agreement shall be binding upon any party hereto until such modifications, alteration or amendment is reduced to writing and executed by both parties hereto.

Recording Area

Name and Return Address

**PERMANENT COMPONENTS OF THE STORMWATER SYSTEM:** The stormwater system consists of the following components:

**INSPECTION AND MAINTENANCE:** All components of the stormwater system shall be inspected at least semiannually in early spring and early autumn, and after major storm events. Repairs will be made whenever the performance of a stormwater control structure is compromised. Soil erosion, sedimentation of the rain garden, rilling of side slopes, and other compromised features of the stormwater system are examples of items requiring repair work.

The operation and maintenance plan shall remain onsite and be available for inspection when requested by the DNR or the Zoning Department. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.

**DUTY TO PROVIDE MAINTENANCE:** In the event the Owner fails to perform its obligations under this agreement, Winnebago County Zoning Department shall have the authority to inspect and maintain all components of the stormwater system. In such an event, all associated costs will be assessed back as a special charge against the property per Sec. 66.0627 Wis. Stats. **Said charge shall be a lien on the property and shall be collected with the real estate taxes.**

**SIGNATURES:** The undersigned agree to the provision set forth in this agreement.

For the Owner:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

STATE OF WISCONSIN        )  
  )SS  
WINNEBAGO COUNTY        )

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.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

**Drafted by:** Winnebago County Corporate Counsel