

**Stormwater Management
Practices Maintenance Agreement**

Document Number _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between _____, hereinafter called the "Owner" and **Winnebago County**, hereinafter called the "**County**".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Town of _____, Winnebago County, State of Wisconsin, to-wit:

Full Legal Description (if lengthy, type see Attached Exhibit. exhibit must be labeled):

Recording Area _____

Name and Return Address _____

Parcel Identification Number (PIN) _____

Hereinafter called the "Property".

This **is / is not** homestead property.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan identified as _____, hereinafter called the "Plan", which is expressly made a part of hereof, as approved or to be approved by the **County**, provides for on-site stormwater management practices within the confines of the Property; and

WHEREAS, the **County** and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of the Town of _____ require that the on-site stormwater management practices as defined in Wisconsin Administrative Code NR 151, and the **Winnebago County** Stormwater Ordinance be constructed and maintained in perpetuity on the Property; and

WHEREAS, the **County** requires that on-site stormwater management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Owner, its successors and assigns, in accordance with the plans and specifications identified in the Plan, shall construct the on-site stormwater management practices. Following construction, **County** approved construction documentation and "as-builts" of the Property shall be recorded with the Winnebago County Register of Deeds.
2. The Owner, its successors and assigns, including homeowners association, shall adequately maintain the stormwater management practices, including, but not limited to, all pipes, swales, and channels built to convey stormwater to and from the facilities, as well as all structures,

improvements (including grading/drainage patterns) and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the stormwater management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Operation and Maintenance Plan attached to this agreement as Exhibit **A** and by this reference made a part hereof. The Operation and Maintenance Plan may be periodically updated by the County.

3. The Owner, its successors and assigns, shall regularly inspect the stormwater management practices as often as conditions require, but in any event at least twice each year. The standard Operation and Maintenance Report attached to this Agreement as Exhibit **B** and by this reference made a part hereof shall be used for the purpose of the regular inspections of the stormwater management practices. This report form may be periodically updated by the **County**. The Owner, successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed and provide copies of the reports and log to the **County** annually. The reports and maintenance logs shall be made available to the **County** for review upon request. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including, but not limited to, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
4. The Owner, its successors and assigns, hereby grants permission to the **County**, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management practices whenever the **County** deems necessary. The purpose of inspection is to investigate reported deficiencies, to respond to citizen complaints, or verify maintenance of on-site stormwater management practices. The **County** shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the **County**.
5. If the Owner, its successors and assigns, fails to maintain the stormwater management practices in good working condition acceptable to the **County** and does not perform the required corrective actions in the specified time, the **County** may:
 - a. Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b. Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property. If the facilities are located on an outlot owned collectively, the **County** may assess each owner according to ownership interest in the facilities located on the Property. The provision shall not be construed to allow the **County** to erect any structure of permanent nature on the land of the Owner outside of the easement for the stormwater management practices. It is expressly understood and agreed that the **County** is under no obligation to routinely maintain or repair said stormwater management practices, and in no event shall this Agreement be construed to impose any such obligation on the **County**.
6. The Owner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management practices (including sediment removal) is outlined in the Operation and Maintenance Plan, the schedule will be followed.

7. This Maintenance Agreement may be modified by the sole approval of the **County**. The modification date shall be the date the modified Maintenance Agreement is recorded with the **Winnebago County** Register of Deeds, as a property deed restriction so that the modified agreement is binding upon all subsequent owners of the land served by the stormwater management practices.
8. In the event the **County** pursuant to this Agreement, performs the work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the **County** upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the **County** hereunder. Failure of the Owner to make payment within thirty (30) days shall result in the amount plus any interest thereupon being added to the tax roll and collected as a special charge against the property.
9. This Agreement imposes no liability of any kind whatsoever on the **County** and the Owner agrees to hold the **County** harmless from any liability in the event the stormwater management practices fail to operate properly.
10. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the stormwater management practices and be recorded at the **Winnebago County** Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The Owner shall provide the **County** with a copy of any document, which creates a homeowners association that is responsible for the stormwater management practices.
11. Upon receipt of the executed Maintenance Agreement, the Owner shall record said agreement in the Office of the Register of Deeds. The Owner shall provide a copy of the recorded Maintenance Agreement with applicable attachments to the County.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

Owner Name: [Redacted]

By: _____
(Signature)

(Date)

Printed Name: [Redacted]

Title: [Redacted]

STATE OF WISCONSIN)
 : ss.
)
 COUNTY)

The foregoing Agreement was acknowledged
before me this _____ day of
_____ 20 ____

by _____
(name of Owner)

(Notary Signature)

(Notary Print Name)

Notary Public, State of Wisconsin

My commission expires/is
permanent _____, 20____.

This instrument was drafted by _____ .

Owner Name: [Redacted]

By: _____
(Signature)

(Date)

Printed Name: [Redacted]

Title: [Redacted]

STATE OF WISCONSIN)
 : ss.
)
 COUNTY)

The foregoing Agreement was acknowledged
before me this _____ day of
_____ 20 ____

by _____
(name of Owner)

(Notary Signature)

(Notary Print Name)

Notary Public, State of Wisconsin

My commission expires/is
permanent _____, 20____.