

This instrument was drafted by
and after recordation should be
returned to:

Derek Taylor
3LP Hartland Senior LLC
504 W. Juneau Avenue
Milwaukee, WI 53203

Tax Parcel I.D. #: See attached

**AGREEMENT TO
MAINTAIN
STORMWATER
FACILITIES**

[Above space reserved for recording information]

THIS AGREEMENT TO MAINTAIN STORMWATER FACILITIES (“*Agreement*”) is entered this ___ day of _____, 20__ by and between 3LP HARTLAND SENIOR LLC, together with its heirs, successors and assigns (the “*Owner*”), and the VILLAGE OF HARTLAND (the “*Village*”).

RECITALS

WHEREAS, the upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Village of Hartland. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the Village of Hartland Stormwater Management Zoning Ordinance.

WHEREAS, the facility location and area served by this Agreement is located on Campus Drive in the Village of Harland, Wisconsin and more particularly described on Attachment A attached hereto and incorporated herein.

WHEREAS, Owner intends to construct improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the stormwater management goals of the Village of Hartland, the Village and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Village hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein by this reference.
2. Owner shall:
 - a. Implement the stormwater management plan for the BMPs included herein as Attachment B.
 - b. Implement the stormwater practice maintenance plan included herein as Attachment C.

- c. Allow the Director of Public Works or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - d. Undertake corrective actions required by Village within a reasonable time frame as set by the Director of Public Works.
 - e. Maintain a record of steps taken to implement the programs referenced in Section 2.a. and Section 2.b. above. Record shall be available for inspection by Village staff at Owner's business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.
3. Village shall:
 - a. Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Village time and resources permit.
 - b. Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
 - c. Notify the Owner of maintenance problems that require correction.
4. Remedies:
 - a. If corrective actions required by the Village are not completed within the time set by the Director of Public Works, written notice will be sent to the persons who were given notice stating the Village's intention to perform such maintenance and bill the Owner for all incurred expenses.
 - b. If at any time the Village determines that the existing system creates any imminent threat to public health or welfare, the Director of Public Works may take immediate measures to remedy said threat. No notice to the persons listed in Section 4.a., above, shall be required under such circumstances.
 - c. Owner grants unrestricted authority to the Village for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Section 4.a. and/or Section 4.b., above.
 - d. The persons listed in Section 4.a., above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Village within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Village will be borne by the parties responsible for said reimbursements.
 - e. Owner hereby grants to the Village a lien against the above-described property in an amount equal to the cost incurred by the Village to perform the maintenance or repair work described herein. The Village also reserves all rights under Wis. Stat. Sec. 66.0617

to recover all costs incurred by the Village to monitor and perform the maintenance or repair work required under this Agreement.

5. This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Village. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Village.

[Signatures appear on the following pages.]

ATTACHMENT A
LEGAL DESCRIPTION

ATTACHMENT B

STORMWATER MANAGEMENT PLAN

Preliminary Stormwater Management Plan prepared by Trio Engineering LLC and Sound Stormwater Design LLC dated August 12, 2024.

ATTACHMENT C

STORMWATER PRACTICE MAINTENANCE PLAN

This exhibit explains the basic function of each of the stormwater practices listed in Attachment B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed at ensuring 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 stormwater practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed in this Agreement by the Village of Hartland.

System Description:

The stormwater management system includes two (2) bioretention basins, two (2) kettles with infiltration trenches, and all associated pipes, outlet control structures, grass swales, earthen berms, and other components of these practices. Vigorous vegetation cover of native plants and grasses within the basins and kettles is essential to long term function of these systems. All underdrains, orifices, outlet structures, pipes, and spillways must be maintained as specified in this Agreement.

Minimum Maintenance Requirements – Bioretention Basins and Kettles:

To ensure the proper function of the basins, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing and controlled burning every 5 to 10 years is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
 - For the first year, cut to a 6” height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mowed below a 6” height. Remove excessive accumulation of clippings to avoid smothering next year’s seedlings.
 - After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12” to avoid damage to the warm season plants.
 - Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
 - Any major bare areas or areas taken over by nonnative species must be reseeded. To clear the area of weeds and cool season grasses, treat with herbicide that contains glyphosphate in accordance with manufacturer’s instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2” and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in stormwater management and/or soils.
 - If soil testing or observations show that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3

foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.

- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
3. If engineered soil testing or discharge sampling shows that the iron in the media has been depleted, it may be necessary to replace the media.
 4. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
 5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
 6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
 7. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
 8. Grass swales leading to the basin 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.
 9. No grading or filling of the basin or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Hartland.
 10. Periodic mowing of grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
 11. Any other repair or maintenance needed to ensure the continued function of the basin as ordered by the Village of Hartland under the provisions listed in this Agreement.