



Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051-3140
Telephone: (262) 532-4200 Fax: (262) 532-4219

April 18, 2003

Carl W. Strohmaier, Jr.
C/o Milcut, Inc.
N50 W13400 Overview Dr.
Menomonee Falls, WI 53051

Attn: Carl Strohmaier

**Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Milcut, Inc.
Tax Key No. 143.999.002**

Dear Mr. Strohmaier,

Please find enclosed a fully executed copy of the Stormwater Facilities Operation, Inspection & Maintenance Agreement and a copy of the recorded version for the above-mentioned tax key number for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

Please find enclosed Invoice #ES-014 for the recording fees. Please make your check payable to the Village of Menomonee Falls.

Should you have any questions or require additional information, please do not hesitate to contact either Brian Hornickel at 532-4412 or myself at 532-4418.

Sincerely,
VILLAGE OF MENOMONEE FALLS

Linda I. Losiniecki
Linda I. Losiniecki
Administrative Assistant

kwiktag® 012 773 922



Enclosures

Cc: Jerome H. Brahm, Director of Engineering Services
Brian C. Hornickel, Civil Engineer II
Frank J. Gebauer, Civil Engineer I
Dave Bate, Financial Services

Vault

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2917798



WC2917798-004

STORMWATER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

DOCUMENT TITLE

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-27-2003 8:57 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Recording Data

Return to:

Village of Menomonee Falls
Engineering Services
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

Carl W. Strohmaier, Jr.
C/o Milcut, Inc.

MNFV 143.999.022
17/4

Tax Key No. MNFV 143.999.022

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STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between **Carl Strohmaier** (the "Property Owner"), and the **Village of Menomonee Falls**, (the "Village"). It is based upon the following:

- A. The Property Owner is the owner of certain real property (the "Property") located in the Village of Menomonee Falls, and which is further described as follows: LOT 6 OF CERTIFIED SURVEY MAP NO. 6410 as recorded by deed in the land records of Waukesha County, Document Number 1644165, Volume 53, Pages 95-97.
- B. The Property Owner intends to develop the Property pursuant to a Site Plan approved by the Village and known as SITE GRADING PLAN, MILCUT – N50 W13400 OVERVIEW DRIVE, (the "Plan").
- C. The health, safety, and welfare of the residents of Menomonee Falls, Wisconsin, require that on-site Stormwater Management Facilities be provided on the Property.
- D. The Plan provides for the construction of any detention basin, retention basin, outlet structures, inlet structures, storm sewer, underground storage facility, swales, berms or any structure and grading associated with stormwater management (the "Stormwater Management Facilities") within the confines of the Property.
- E. The Village requires that on-site Stormwater Management Facilities as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

1. The on-site Stormwater Management Facilities shall comply with the policy outlined in the Village "Stormwater Management Guidelines," and with the Milwaukee Metropolitan Sewage District "Stormwater Rules, Chapter 13 of the MMSD Rules and Regulations;" and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
2. Upon completion of the project, The Property Owner shall supply the Village with an as-built plan of the Stormwater Management Facilities within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Stormwater Management Facilities are constructed according to the Village approved plans. The Stormwater Management Facilities will be accepted only after the Village approves the as-built plans.
3. The Property owner shall not construct, place or allow or suffer the construction or placement of structures within the Stormwater Management Facilities that affect the operation of the facilities; or that alter the elevations and slopes from those designed, established and constructed; without the specific written approval of the Village.
4. The Property Owner shall submit a landscape proposal and diagram with vegetation types to the Village prior to planting trees or shrubs in the Stormwater Management Facilities. The Village shall have the right to determine which species of trees and shrubs are appropriate for planting within the Stormwater Management Facilities. The Property Owner shall not plant shrubs or trees in the Stormwater Management Facilities unless approved by the Village.
5. The Property Owner shall adequately maintain the Stormwater Management Facilities. Adequate maintenance is defined as good working condition so that these facilities are performing their design functions. The Property Owner must inspect the Stormwater Management Facilities within 24 hours of any major rain event.

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6. The Property Owner shall hire a licensed professional engineer to inspect the Stormwater Management Facilities and submit an inspection report biannually to the Village as proof of compliance. The Village approved Biannual Inspection Report form shall be used to determine the condition of the facilities. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility such as berms, outlet structure, pond areas, access roads, etc. The conditions shall be noted in the inspection report.
7. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Stormwater Management Facilities in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any citizen complaints. If deficiencies or damages are noted in the inspection report provided to the Village under ¶6 or if complaints are reported to the Village, the Property Owner has thirty (30) days from the date of the report or complaint to take appropriate measures to correct any deficiencies or damages and respond to citizen complaints.
8. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Management Facilities whenever the Village deems necessary.
9. If the Property Owner fails to inspect the Stormwater Management Facilities as required, or maintain the Stormwater Management Facilities in good working condition acceptable to the Village and make all the necessary repairs and/or improvements to correct damages, both natural and man made, and to resolve any complaints, the Village, upon thirty (30) days written notice to the Property Owner, may enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village shall be empowered without notice of public hearing, to impose a special charge for the cost of said work upon the Property Owner payable at the next succeeding tax bill.
10. This Agreement imposes no liability of any kind whatsoever on the Village. The Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the storm water facilities on the Property or because of any adverse effect upon any person or property related or alleged to be related to the storm water detention basins from any liability if the Stormwater Management Facilities fail to operate properly. The Village shall have the right to defend any such claim and the Property Owner shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorney's fees, which the Village may incur as a result of such claims.
11. This Agreement shall be recorded With the Register of Deeds Waukesha County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.

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IN WITNESS WHEREOF, **Carl Strohmaier** has caused this Agreement to be signed this
6 day of January, 2002. 2003

cus-

By: Carl Strohmaier
Carl Strohmaier

State of Wisconsin)
) Ss.

County of Waukesha)

Personally came before me this 6th day of January, 2002, the above named Carl Strohmaier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Walter Shirk
Notary Public
Waukesha County, Wisconsin
My Commission Expires on 11/26/06

2003 WLS

IN WITNESS WHEREOF, the said **Village of Menomonee Falls**, a Wisconsin Municipal Corporation, has caused these presents to be signed by Joseph J. Greco, its Village President, and Countersigned by Richard A. Farrenkopf, its Village Clerk at Menomonee Falls, Wisconsin, this 16th day of December, 2002.

VILLAGE OF MENOMONEE FALLS

Joseph J. Greco
Joseph J. Greco, Village President

Richard A. Farrenkopf
Richard A. Farrenkopf, Village Clerk

This instrument was drafted by
The Village of Menomonee Falls
Brian C. Hornickel, P.E.
Date: October 24, 2002

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Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051-3140
Telephone: (262) 532-4200 Fax: (262) 532-4219

January 17, 2003

Mr. Michael Hasslinger
Register of Deeds
Waukesha County Courthouse
1320 Pewaukee Road
Waukesha, WI 53188

RE: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Carl Strohmaier c/o Milcut, Inc.
Tax Key No. 143.999.022

Dear Mr. Hasslinger,

Please record the enclosed above-mentioned document. Please invoice the Village of Menomonee Falls for any charges incurred in this transaction.

Thanks for your assistance. Should you have any questions, please do not hesitate to contact me at 532-4418, Monday through Friday between the hours of 8:00 am to 4:30 pm.

Sincerely,
VILLAGE OF MENOMONEE FALLS

Linda I. Losiniecki

Linda I. Losiniecki,
Administrative Assistant

Enclosure

Cc: Brian C. Hornickel, Civil Engineer II
Carl Strohmaier, Milcut, Inc.