

OUTAGAMIE COUNTY
STORMWATER FACILITIES MAINTENANCE AGREEMENT

THIS STORMWATER MAINTENANCE AGREEMENT

is between _____ ("Property Owner(s)") And Outagamie County ("County") on this date
_____. - - - - -

WHEREAS, the Owner(s) has proposed to develop property within the Town of _____, Outagamie County, Wisconsin, described as follows (insert property(s) legal description below):

Recording Area

Name and Return Address:

Tax Parcel Number(s):

WHEREAS, the Owner(s) has submitted for approval by the County a permit application and Storm Water Management Plan, which require the construction and installation of stormwater management facilities pursuant to the Outagamie County Stormwater Management Ordinance; and

WHEREAS, the Stormwater Management Ordinance requires, as a condition of permit approval, a financial guarantee, and maintenance agreement between the County and the Owner(s) to ensure that the Owner(s) will construct and maintain the stormwater facilities identified in the Stormwater Management Plan; and

WHEREAS, the County and Owner(s) have agreed to the estimated costs of the stormwater management facilities and the method of financial security to ensure the facilities will be constructed according to the plan.

NOW THEREFORE, THE UNDERSIGNED AGREE AS FOLLOWS:

- 1. Identification of Facilities and Costs.** The Owner(s) shall construct and install stormwater management facilities as depicted and shown on the Approved Site Plan, **[ENTER PERMIT NUMBER FOR THE PLAN THAT SHOWS TYPE AND CONSTRUCTION OF STORMWATER FACILITIES TO BE MAINTAINED]** _____, in accordance with the plans and specifications contained in the Stormwater Management Plan dated **[ENTER DATE OF APPROVED STORMWATER MANAGEMENT PLAN]** _____, on file with the County, within two years from the date of this Agreement. The referenced documents are incorporated herein by reference.
- 2. Financial Guarantee.** To ensure that the stormwater management improvements will be timely constructed according to plans and specifications in the Stormwater Management Plans and as a condition of approval of a permit, the Owner(s) shall provide a financial guarantee in the amount of 100% of the estimated costs of construction. The form of financial guarantee must be approved by the Outagamie County Zoning Administrator.

3. **Maintenance.** The Owner(s) shall maintain the stormwater management facilities in good working order in accordance with their design functions and the Stormwater Post-Construction Maintenance Plan. The Owner(s) shall conduct regular inspections at least two times per year. The Operations and Maintenance Report attached to the Stormwater Post-Construction Maintenance Plan shall be used in connection with the regular inspections. The Owner(s) shall keep the Operations and Maintenance Reports from past inspections and shall keep a log of all maintenance activities, including the date and type of maintenance performed. The reports and maintenance log shall be made available to the County for review upon request. Deficiencies shall be noted in the Operations and Maintenance Reports.
4. The Owner(s) hereby grants the County: the right to access the property to conduct inspections of the stormwater management facilities during construction; the right to access the property, upon reasonable notice to the Owner(s); to conduct inspections to determine whether the stormwater management facilities are maintained pursuant to the schedule of maintenance; to perform required maintenance if Owner(s) refuses or fails to perform maintenance within a reasonable timeframe.
5. The Owner(s) hereby agrees to restrict use of the property to protect the stormwater practices facilities. No building or structure (except for stormwater management) shall hereafter be erected, constructed, or moved into or onto any stormwater management facility including but not limited to detention or retention ponds, drainage ways, drainage easements, or vegetative buffers. No fill, grading, or excavating (except for the construction and maintenance of the drainage facilities) shall be constructed within any detention or retention pond, drainage way, drainage easement, or vegetative buffer. There shall be no cultivation of crops, fruits, or vegetables; no dumping of ashes, waste, compost, or other garden, lawn, or domestic waste; nor any storage of vehicles, equipment, materials, or personal property of any kind in or on any detention or retention pond, drainage way, drainage easement, or vegetative buffer.
6. This agreement imposes no liability of any kind whatsoever on the County and the Owner(s) agrees to hold the County harmless from any liability including but not limited to the stormwater management practices failing to operate properly.
7. **Successors.** The Stormwater Facilities Maintenance Agreement shall bind the Owner(s) his, her, or its successors and assigns, and shall inure to the benefit of Outagamie County.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

Owner(s) Name(s) (Printed): _____

Owner Name (Signature): _____

Owner Name (Signature): _____

Title: _____

Date: _____

STATE OF WISCONSIN)
 ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, ____, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary (Printed): _____

Notary (Signature): _____

Notary Public, Outagamie County, WI

My commission expires: _____

County of Outagamie

Zoning Administrator (Printed): _____

Zoning Administrator (Signature): _____

Date: _____

STATE OF WISCONSIN)
 ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, ____, the above named Zoning Administrator, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary (Printed): _____

Notary (Signature): _____

Notary Public, Outagamie County, WI

My commission expires: _____

DRAFTED BY:

Outagamie County Department of Development and Land Services