|  |
| --- |
|  Recording Area |
|  Name and Return Address [Property Owner Name and Address]             |

**Long-term Stormwater Management**

**Maintenance Agreement**

**SITE NAME**

**PROPERTY LEGAL DESCRIPTION**

Tax Parcel Identification Number: FDL-15-17-25-00-000-00

[Enter legal description as recorded in deed, by CSM or recorded plat]

Lot 1 of CSM #1, Vol. 1, Pg. 1, located in the NE 1/4 of the SE 1/4, Section 25, Town 15 North, Range 17 East in the City of Fond du Lac, Fond du Lac County, Wisconsin as recorded in the Fond du Lac County Register of Deeds.

**RESPONSIBLE PARTY**

Owner: [Property Owner Name]

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. This agreement shall apply to the parties and any subsequent 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 modification; alteration or amendment is reduced to writing and executed by both parties hereto.

**PERMANENT COMPONENTS OF THE STORMWATER SYSTEM**

The stormwater system consists of the following components:

* Stormwater manholes and sewer pipe
* Culverts
* Grass swales
* Stormwater detention pond and outlet structure

**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, clogged or damaged inlets, sedimentation of the pond, 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 Department of Natural Resources or the City of Fond du Lac. 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, the City of Fond du Lac 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 pursuant to 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 )

 ) S.S.

FOND DU LAC COUNTY)

Personally came before me this \_\_\_\_\_\_\_\_\_\_\_\_ day of , 2015, 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

THIS INSTRUMENT DRAFTED BY:

[Name of Individual Preparing Document, Company Name]