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| Name and Return Address[Property Owner Name and Address]           |
| Tax Parcel No. FDL-15-17-25-00-0000-00 |

**Long-term Stormwater Management Maintenance and Access Agreement**

**THIS Long-term Stormwater Management Maintenance**

 **and Access Easement Agreement**, made between
[Property Owner Name],

(“Owner,”) whether one or more, and The City of Fond du Lac, a municipal

corporation in the State of Wisconsin, hereinafter known as (“City”).

**LEGAL DESCRIPTION OF PROPERTY:**

[Enter legal description as recorded in deed, by CSM, by recorded plat or add See attached Addendum A. Include document number of CSMs.]

Lot 1 of CSM #1, Vol. 1, Pg. 1, document number 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.

**OWNER MAINTENANCE:**

Owner agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and permit conditions. 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 Owner and subsequent Owners, assignees or purchasers. This agreement shall apply to the Owner, and any subsequent purchasers of the parcel or any portion thereof in perpetuity. 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 the property owner and the City.

**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**

Each aspect of the stormwater system shall be regularly inspected and maintained in accordance with the approved operation and maintenance plan for the site and any subsequent revisions approved by the City. The operation and maintenance plan shall remain onsite and be available for inspection when requested by the Wisconsin Department of Natural Resources or the City. The Owner shall submit all inspection and maintenance reports and records to the City annually and upon request for the life of the system. The City may require work to be done which differs from the inspection report, if the City reasonably concludes that such work is necessary and consistent with the intent of this agreement and the operation and maintenance plan. The specified corrective actions shall be undertaken by the Owner within a reasonable time frame as set by the City.

The Owner authorizes and grants to the City, or its designee, a permanent access easement to the property to conduct inspections of the stormwater system as necessary to ascertain that the practices are being maintained and operated in accordance with the intent of the operation and maintenance plan. The City shall maintain public records of the results of the site inspections, inform the Owner of the inspection results, and specifically indicate any corrective actions required to bring the stormwater system into proper working condition. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City.

**DUTY TO PROVIDE MAINTENANCE**

In the event the Owner fails to perform its obligations under this agreement, the City shall have the authority to inspect and enter to 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.

The undersigned agree to the provisions set forth in this Agreement:

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Name) (Name)

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(Signature) (Signature)

ACKNOWLEDGMENT

STATE OF WISCONSIN

FOND DU LAC COUNTY

Personally came before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, To me known to be the person(s) who executed the foregoing Instrument and acknowledged the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of Wisconsin

My Commission (is permanent) (expires): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

This document was drafted by:

[Name of Individual Preparing Document, Company Name]