

**TOWN OF (INSERT)**  
**STORMWATER MANAGEMENT FACILITY**  
**MAINTENANCE AGREEMENT**

Document Number

Document Title

**Owner/Developer:** Name of Owner or Developer  
**Governing Jurisdiction:** Town of (insert)

The Owner/Developer and the Town of \_\_\_\_\_ (hereinafter "Town") do hereby enter into this agreement, in accordance with *Section 17.12 of the Washington County Code or applicable town code*, for any and all routine and extraordinary post construction maintenance of the stormwater management facility (or facilities) installed for the use and benefit of the development and property described below. This agreement incorporates herein the following exhibits:

**Exhibit A:** Location Map of Stormwater Management Facility (or Facilities)

**Exhibit B:** Prescribed Facility Maintenance Practices and Procedures

**Legal Description:** Name of Project, being part of the (1/4, ¼), of Section No. (No.), Township (No.) North, Range (No.) East, Town of (Insert), Washington County, Wisconsin.  
– (Full Legal Description is Required - Insert here or use Attachment)

**Identification of the party responsible for the perpetual maintenance of the stormwater facilities:** Name of Owner/Developer and/or any owners of record assigned an interest by the Owner/Developer (Hereinafter collectively referred to as "Operator").

By executing this Agreement, the Operator is hereby obligated to maintain the stormwater facilities in accordance with the schedule and procedures set forth in this agreement. An undivided **Amount of interest** interest will be assigned to each property owner of **Name of Project**, upon the sale of said property from **Name of Owner/Developer**, who shall give written notice of this Agreement and the obligations hereunder to property owner(s) that, by virtue of purchase of property from Owner/Developer, Property Owner(s) acquires an undivided interest in Stormwater Management Facility described in Exhibit A and the associated obligations thereto. Upon the assignment of all interests, **Name of Owner/Developer** obligations as an Operator will terminate.

The Town, its administering authority, assigns, and designees, are granted access to and upon the described property to evaluate and inspect the stormwater management facilities as necessary to ascertain that the practices are being maintained and operated in accordance with this agreement and *Chapter 17 of the Washington County Code, or applicable town code*. The administering authority shall maintain, as a public record, the results of the site inspections, shall inform the Operator of the inspection results, and shall recommend any corrective actions required to bring the stormwater management practice into proper operating condition. Upon notification to the Operator from the administering authority of maintenance deficiencies that require correction, the specified corrective actions shall be undertaken by the Operator within a reasonable time frame, as set forth by the administering authority. The administering authority is authorized to execute the needed actions identified in any inspection report, if the Operator does not initiate the required corrections within the specified time period. The cost, plus administrative charges, of any work executed by the administering authority to correct maintenance deficiencies shall be assessed and entered upon the tax rolls of the operators of such stormwater facilities by the Town, pursuant to §66.0627, Wis. Stats.

Town shall, in the event of annexation, assign its responsibilities, obligations and oversight of facilities mentioned herein to the annexing authority upon the approval of annexation petition by the recording of an assignment instrument and upon such recording shall be relieved of its responsibilities hereunder.

This agreement does not cover improvements or infrastructure dedicated to the public and accepted by the local municipality, to include gutters, channels, culverts, roadside ditches or storm sewer appurtenances, whether located within public right-of-way, easements or upon private property.

This agreement imposes no liability of any kind whatsoever on the Town, its administering authority, assigns, or designees. The Owner/Developer, or Operator in the event that all interests are assigned in accordance with this Agreement agrees to hold the Town, its administering authority, assigns, and designees harmless from any liability in the design, construction, or performance of the stormwater management facilities.

Recording Area

Name & Return Address:

Town of (Insert) and address or

**Washington County**

**Planning and Parks Department**

**Land & Water Conservation Division**

**333 East Washington St., Suite 3200**

**PO Box 2003**

**West Bend, WI 53095-2003**

Parcel Identification Number (PIN)

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To the extent that any provision herein is deemed invalid or unenforceable by a court of competent jurisdiction, the unenforceable provision shall be stricken and the remaining provisions shall be unaffected.

To these covenants and this agreement the Operator hereby binds itself, its heirs, executors and assigns forever and shall inure to the benefit of the Town.

IN WITNESS WHEREOF, the Developer and the Town of **Insert** have caused this agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**“OWNER/DEVELOPER”**

\_\_\_\_\_  
**Insert name**, (Developer) (Date)  
\_\_\_\_\_  
(Print Name) (Print Title)

State of Wisconsin ) ss  
County of Washington)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named **Insert name** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
**Insert Name**  
Notary Public, Washington County, WI  
My commission expires:\_\_\_\_\_.

**“TOWN OF (Insert)”**

\_\_\_\_\_  
By: **Insert name**, Chair (date) By: **Insert name**, Clerk (date)

State of Wisconsin) ss  
County of Washington)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named **Insert name**, Chair and **Insert name**, Clerk, of the Town of **Insert name**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
**Insert Name**  
Notary Public, Washington County, WI  
My commission expires:\_\_\_\_\_.