

STORM WATER MANAGEMENT
FACILITY AND COMMON AREA
MAINTENANCE AND
EASEMENT AGREEMENT
(Westlawn Gardens)

Document Title

**STORM WATER MANAGEMENT FACILITY AND
COMMON AREA MAINTENANCE AND
EASEMENT AGREEMENT**

(Westlawn Gardens)

Drafted by:

Gregg Hagopian, Asst. City Attorney, City of Milwaukee

Recording Area

Name and Return Address:

Gregg Hagopian
Asst. City Attorney
841 N. Broadway – 7th Floor
Milwaukee, WI 53202

Tax Key Numbers:

See **EXHIBIT A**

THIS STORM WATER MANAGEMENT FACILITY AND COMMON AREA MAINTENANCE AND EASEMENT AGREEMENT (“2017 Maintenance Easement”): is made as of December 1, 2017; and is among the Housing Authority of the City of Milwaukee, a Wis. Stat. Ch. 66, Subch. XII public body corporate and politic (“**HACM**”), City of Milwaukee, a Wisconsin municipal corporation (“**City**”), the Westlawn Gardens Property Owners’ Association Inc., a Wisconsin Chapter 181 non-stock, non-profit corporation (“**Association**”), Westlawn Renaissance LLC, a Wisconsin limited liability company (“**WR**”), WG Scattered Sites LLC, a Wisconsin limited liability company (“**SS**”), and Victory Manor LLC, a Wisconsin limited liability company (“**VM**”).

This 2017 Maintenance Easement is agreed and consented to by the consent parties (“**Consent Parties**”) identified on the Owner Table attached as **EXHIBIT A**. The Consent Parties constitute all the mortgagees and interest holders with rights to approve easements and encumbrances under their respective mortgage or other recorded documents, recorded against Westlawn Gardens.

RECITALS

- A. **Westlawn Gardens.** HACM is undertaking the redevelopment of the real estate and improvements in Milwaukee, Wisconsin known as Westlawn Gardens (“**Westlawn Gardens**”), generally situated to the south of West Silver Spring Drive between North 60th Street and North 68th Street, and more particularly depicted on the map (“**Map**”) attached as **EXHIBIT B**. The legal description of Westlawn Gardens is on **EXHIBIT C**. **EXHIBIT D** describes storm water management facilities (“**SWM Facilities**”) existing at, and to be constructed at, West Lawn Gardens.

HACM, WR, SS and VM, together, own the lands that comprise Westlawn Gardens.

- B. **2011 Storm Water Plan & Easement & Out of Program Agreement.** In conjunction with HACM’s development of the eastern portion of Westlawn Gardens (“**Westlawn Gardens - East**”) (east of N. 64th Street):

1. **SWM-1 Plan.** HACM provided to City a storm water management plan as required by Milwaukee Code of Ordinances (“**MCO**”) 120-9, entitled “Westlawn Redevelopment,” signed by City on June 20, 2011 (“**SWM-1 Plan**”).
2. **2011 Easement.** To further implement the SWM-1 Plan, HACM provided to City the “Storm Water Management Facility Maintenance and Easement Agreement” recorded in the office of the Milwaukee County Register of Deeds (“**ROD**”) on June 22, 2011 as Document No. 10007734 (“**2011 Easement**”). The SWM-1 Plan included, among other things, bio-retention and other SWM Facilities. HACM caused construction of the SWM Facilities in Phase 1 as required by the SWM-1 Plan.
3. **2011 OOPA.** WR and City entered into an Out of Program Agreement (document C523110507) in August, 2011 (“**2011 OOPA**”), whereby WR constructed certain public improvements, including SWM Facilities, in Westlawn Gardens - East at WR’s expense. Those improvements have been constructed and duties under the 2011 OOPA have been performed.
4. **2011 Easement is Terminated.** The 2011 Easement is hereby terminated. It is no longer of any force or effect. It is no longer an encumbrance against title. This 2017 Maintenance Easement replaces the 2011 Easement. The SWM-1 Plan remains in force and effect.

- C. **2017 Storm Water Plan & Out of Program Agreement & Declaration & This Document.** HACM is now redeveloping the western portion of Westlawn Gardens (“**Westlawn Gardens - West**”) (west of N. 64th Street). City approved the subdivision known as Westlawn West (the “**West Plat**”) regarding Westlawn Gardens - West. The West Plat was recorded in the Register of Deeds Office on December 8, 2017 as Document No. 10735796, and corrected by an Affidavit of Correction recorded as Document No. 10782017. In conjunction with the Westlawn Gardens – West development:

1. **SWM-2 Plan.** HACM provided to City a storm water management plan required by MCO 120-9, entitled “Westlawn Gardens Phase 2,” signed by City on March 23, 2017 (“**SWM-2 Plan**”). Collectively the SWM-1 Plan and the SWM-2 Plan are referenced as the “**SWM Plan.**” The SWM Plan is available for inspection at City’s Department of Public Works (“**DPW**”)¹.
2. **2017 OOPA.** HACM and City entered into an Out of Program Agreement dated as of December 1, 2017 (“**2017 OOPA**”), whereby HACM will construct certain “**Public Improvements**” and “**Private Improvements**” (as defined in the 2017 OOPA) in Westlawn Gardens - West at HACM’s expense. The terms “Public Improvements” and “Private Improvements” used herein have the same definitions ascribed to those terms as in the 2017 OOPA.
3. “**Common Area**” means the areas depicted as such on the map attached as **EXHIBIT B**; including the following:
 - The areas depicted as outlots on the West Plat and on the map attached as **EXHIBIT B** which are public right-of-way dedicated to City (“**ROW**”) by quit claim deed authorized by Common Council Resolution File 180572 and are pedestrian mall per Common Council Resolution File 180571.
 - The 127.924 foot by 14 foot strip within Lot 1 of CSM 8895, which strip abuts outlot 2 in Block 1 on the West Plat. This area is ROW dedicated to the City by quit claim deed authorized by Common Council Resolution File 180572 and is pedestrian mall per Common Council Resolution File 180571.
 - The east 14 feet of the vacated public service drive that is adjacent to and north of the 127.924 foot by 14 foot strip referred to immediately above. This area is ROW dedicated to the City by quit claim deed authorized by Common Council File 180572 and is pedestrian mall per Common Council Resolution File 180571.
 - The ROW dedicated to City by the West Plat which is green space in the tear drop shaped alley segment located immediately to the east of lots 3, 4, 5 and 6 in Block 6.
 - The ROW dedicated to City by the West Plat which is excess width for sloping in the alley segments along the south line of Block 6, 8 and 9.
 - Lot 3, Block 8 (aka 6001 W. Custer Ave.) in the subdivision known as Westlawn East (the “**East Plat**”)
 - The Pedestrian way area that abuts Lot 3 in Block 8 of the East Plat.

¹ “**Commissioner**” as used herein means the DPW Commissioner his designee.

- The ROW and area dedicated to City for pedestrian way purposes by means of the East Plat that is between Lot 1 and Lot 2 in Block 4.
 - The green space area located on Lot 1 Block 5 on the West Plat, which is not ROW.
 - The ROW and area dedicated to City for pedestrian way purposes by means of the East Plat that is between Lot 5 and Lot 6 in Block 4 of the East Plat.
 - The sidewalk easement area shown in Lot 1 of Block 3 of the East Plat.
 - The sidewalk easement area that is the west 5.5’ of Lot 2 of Block 3 of the East Plat.
4. **“ROW”** as used herein means public right-of-way dedicated to City.
 5. **“Non-ROW”** means Westlawn Gardens lands that are not dedicated ROW.
 6. **Declaration.** A Declaration of Restrictions and Covenants Regarding Westlawn Gardens (**“Declaration”**) will be recorded contemporaneously with this document regarding management and maintenance of SWM Facilities and Common Areas at Westlawn Gardens. The Declaration and the obligations therein related to SWM Facilities were a material inducement to City entering into this 2017 Maintenance Easement.
 7. **This Document.** The parties enter this 2017 Maintenance Easement to further the Westlawn Gardens – West development, to further implement the SWM Plan, to further implement the 2017 OOPA, to address duties associated with maintenance as set forth herein, and to create the easements and licenses set forth herein.
- D. **Mews/Outlots.** In developing Westlawn Gardens – West, and per the 2017 OOPA, mews were created as outlots on the West Plat. Those outlots which are now ROW, with the exception of Outlot 1 Block 7, are not intended for normal traffic or normal vehicular use, and are intended to be used as a pedestrian mall. This document and the Declaration also provide for on-going operation, management, and maintenance of those areas, which are Common Areas, by Association.
- E. **Consent Parties.** The parties and Consent Parties understand that the implementation of the SWM Plan, the 2017 OOPA, the Declaration, and this 2017 Maintenance Easement addresses overall storm water management at all of Westlawn Gardens, thus benefitting all current and future owners and parcels in Westlawn Gardens, significantly reducing need for private on-site, per-parcel, storm water management facilities, thereby maximizing the potential build-out area on individual parcels, and also providing economic efficiency and benefits through an area-wide storm water management plan. This document and the Declaration provide for on-going operation, management, and management of the SWM Facilities and the Common Areas by Association.

AGREEMENT

1. **Recitals.** The recitals above are acknowledged, agreed to, and accepted.
2. **SWM Facilities Ownership.** EXHIBIT E shows SWM Facilities, including “A-SWM Facilities” and “C-SWM Facilities.” SWM Facilities are owned by the respective landowners upon which the respective SWM Facilities exist. SWM Facilities within ROW are subject to ROW status. Notwithstanding the foregoing, the City owns sewer and water mains, and C-SWM Facilities.
3. **Installation License to HACM to install SWM Facilities and Common Area improvements, Public Improvements, Private Improvements.** HACM, WR, VM, SS and City grant HACM a license (personal contract right and not an easement interest) in both non-ROW lands and ROW lands at Westlawn Gardens (including all Common Areas) to install the SWM Facilities per the SWM Plan and the 2017 OOPA, and to install the Public Improvements required under the 2017 OOPA, and Private Improvements in accordance with the 2017 OOPA and with applicable federal, state and local law, requisite governmental permits and approvals.
4. **Easement & License.**
 - A. **Easement to Association regarding SWM Facilities and Common Area improvements in non-ROW areas.** HACM, WR, VM and SS grant Association a permanent easement in non-ROW lands at Westlawn Gardens (including all Common Areas) to locate, operate and maintain the SWM Facilities, in accordance with the SWM Plan, the 2017 OOPA, the Declaration, and applicable federal, state and local law, and requisite governmental permits and approvals. Those areas covered by this easement include the SWM Facilities and are herein called the “**SWM Easement Areas.**”
 - B. **Easement to City regarding SWM Facilities.** HACM, WR, VM and SS grant City a permanent easement in and to the SWM Easement Areas and in the SWM Facilities at Westlawn Gardens, at no charge or cost to City. City shall not have to pay dues to Association. City’s use of the SWM Facilities and the SWM Easement Areas is for storm water management purposes associated with storm water on, under, and from ROW and associated with City storm water facilities within and serving ROW. City has the right to enter and inspect SWM Easement Areas and to inspect SWM Facilities.
 - C. **Non-interference.** No owner shall, without City’s or Association’s prior written consent (not to be unreasonably withheld, conditioned or delayed), construct improvements or make alterations to SWM Easement Areas within non-ROW areas, or to SWM Facilities, or to Common Areas, that interfere with or that adversely affect

(i) the SWM Plan, (ii) easement or license rights hereunder, (iii) SWM Facilities, (iv) streetlights and improvements within the Common Areas, or (v) ROW.

- D. **License to Association regarding SWM Facilities in ROW areas.** City grants Association a license (personal contract right and not an easement interest) in the ROW lands at Westlawn Gardens to locate, operate and maintain the SWM Facilities in accordance with the SWM Plan, the 2017 OOPA, the Declaration, and applicable federal, state and local law, and requisite governmental permits and approvals.
- E. **Possible displacement by City.** Notwithstanding City's grant of the license referred to in section 4 above, City reserves the right to require Association to remove SWM Facilities and Common Area improvements from ROW and to relocate same (all at Association's expense and at no cost to City) if City work requires such. In such event, City shall provide Association with at least 60 days prior written notice (unless City work is necessitated by emergency or other need for quick response in which case City shall provide advance written notice as best as possible under the circumstances). City and Association and respective owners will cooperate in good faith regarding alternative locations for or regarding re-installation, as the case may be, of SWM Facilities and improvements that must be moved.

5. **SWM Facilities and Common Area Improvements Maintenance.**

- A. **Maintenance.** Association is responsible for inspection, maintenance, repair, and replacement, as necessary, of all SWM Facilities depicted on **EXHIBIT E** as being the responsibility of Association to maintain (i.e. all A-SWM Facilities, including any A-SWM Facilities that is on a parcel the owner of which is not a member of the Association), and for all Common Area improvements in Westlawn Gardens (but for sewer mains, water mains, and C-SWM Facilities). This includes, but is not limited to, mowing lawn and pruning trees in the Common Areas, shoveling snow from pedestrian walkways in the Common Areas, and plowing snow in alleys.

Association shall also be responsible for the inspection, maintenance, repair, and replacement, as necessary, of all alley ROW areas above the underground detention basins within Block 2 and the tear-drop shaped alley within Block 6 of the Plat.

Association shall conduct such duties at its expense in a good and workmanlike manner and in accordance with applicable federal, state and local law, requisite governmental permits and approvals, and the SWM Plan. See Declaration.

City is responsible for inspection, maintenance, repair, and replacement, as necessary, of all SWM Facilities depicted on **EXHIBIT E** as being the responsibility of City to maintain (i.e. C-SWM Facilities). City shall conduct such duties at its expense in a

good and workmanlike manner and in accordance with applicable federal, state and local law, requisite governmental permits and approvals, and the SWM Plan. See Declaration.

- B. **Breach, special charge.** If Association fails to inspect, maintain, repair, replace as necessary, City will notify Association and Consent Parties of such failure and if Association or Consent Parties fail to correct such failure within 30 days, City may (in its discretion and without any duty to do so) enter the SWM Easement Areas or Common Areas and correct such failure and recover City's costs of correction from Association. If Association fails to pay within 30 days after City's written demand, City may place its costs on the tax bills against the respective parcels comprising Westlawn Gardens and collect same as a special charge.

Said special charges shall be distributed among, and charged to, the parcels based on an allocation formula based on land square footage consistent with the Owner Table.

- C. **Association periodic inspection.** Association shall periodically inspect to ensure proper functioning and repair of the A- SWM Facilities and the Common Area improvements.
 - D. **SWM Plan and MCO Ch. 120.** Association shall comply with the requirements of the SWM Plan and MCO Chapter 120 (as same may be from time to time amended), including MCO 120-15 (including maintenance and recertification of SWM Facilities and the SWM Plan).
 - E. **Minimum standards for SWM Facilities.** Association shall adhere to the minimum maintenance requirements for SWM Facilities set forth in **EXHIBIT G**.
6. **Association Work in ROW; Notice to City.** Association shall provide City with 30 days prior written notice of work or activities Association plans on undertaking within ROW. Any Association work in ROW necessitating disturbance of or alteration to ROW, or the need to disrupt traffic flow or use of ROW, shall be in accordance with plans first approved by the Commissioner, and Association shall obtain all necessary permits and approvals. Any Association alteration or replacement of SWM Facilities or Common Area improvements shall be done in accordance with plans and specifications first approved by the Commissioner and in accordance with the SWM Plan, and following receipt of necessary permits and approvals.
7. **Association Membership & Assessments.**
- A. **Association members.** All owners of parcels in Westlawn Gardens except the owners of Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the subdivision known as

Westlawn East are members of Association. See the Declaration. Copies of Association's Articles and Bylaws are attached to the Declaration. Any amendments to Association's Articles and Bylaws, or the Declaration, that impact Association's rights or duties hereunder require Commissioner's prior written approval.

B. Association Assessments. Members of Association must pay assessments to Association; provided, however, that the owners of Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the subdivision known as Westlawn East are excluded from Association Membership and shall not be responsible for the payment of assessments or other payments levied by Association. See the Declaration.

8. **Runs with Land.** This 2017 Maintenance Easement runs with the land, encumbers all the parcels comprising Westlawn Gardens, and is binding on and inures to the benefit of all parties and all owners, and their respective successors (including successor owners) and assigns.
9. **Assignment.** Association may not assign its rights, duties, obligations or interests, herein without City's prior written consent.
10. **Enforcement.** This 2017 Maintenance Easement may be enforced at law and in equity. The parties retain any respective rights they have under Wis. Stat. 893.80 and under MCO Ch. 120.
11. **Governing Law; Amendment.** This 2017 Maintenance Easement is governed by Wisconsin law, and may only be amended by written instrument signed by the parties hereto (or their respective successors and assigns). Any amendment shall be recorded in the ROD.
12. **Drafter-Doctrine Not Applicable; Headings.** The contract-interpretation doctrine of "construing against the drafter" shall not apply to interpretation of this 2017 Maintenance Easement. Headings are for convenience only.
13. **Open Records.** This 2017 Maintenance Easement and records kept or maintained hereunder or as a result hereof may be subject to Wisconsin Open Records Law, Wis. Stat. Chapter 19, and the parties hereto, as well as the owners, Consent Parties and their respective successors and assigns, shall cooperate with City and HACM regarding duties under such law, including providing copies of records required to comply with such law.
14. **Notice.** Notices required or desired to be given with respect to this 2017 Maintenance Easement shall be in writing, addressed to the respective party as per the contact information below, and shall be (i) delivered personally, (ii) sent by United States mail, postage prepaid, or (iii) sent by email provided no error or inability to send message is generated in response. Contact information may be changed by providing notice to all parties per this "notice" section.

<p>If to CITY:</p> <p>Commissioner, Dept. of Public Works City of Milwaukee 841 N. Broadway, Room 501 Milwaukee, WI 53202</p> <p>Phone: 414-286-3301 Email: gkorba@milwaukee.gov</p> <p>With copy to:</p> <p>Gregg Hagopian City Attorney’s Office 841 N. Broadway, 7th Floor Milwaukee, WI 53202 Phone: 414-286-2620 Email: ghagop@milwaukee.gov</p>	<p>If to HACM, WR, VM, or SS:</p> <p>Executive Director Housing Authority of the City of Milwaukee 809 N. Broadway, 3rd Floor Milwaukee, WI 53202</p> <p>Phone: 414-286-5824 Email: tony.perez@hacm.org</p> <p>With copy to:</p> <p>Thomas O. Gartner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2716 Email: togartner@michaelbest.com</p>
<p>If to Association:</p> <p>Anissia Robertson, President Westlawn Gardens Property Owners’ Association Inc. c/o Friends of Housing Corp. 455 East Ogden Milwaukee, WI 53202 Phone:414-286-8876 Email:anissia.robertson@hacm.org</p> <p>With copy to:</p> <p>Tom Gartner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2716 Email: togartner@michaelbest.com</p>	<p>If to Owner or Consent Party:</p> <p>To the respective party listed in the Owner Table at the notice/address/contact information shown therein or as otherwise shown per Association or ROD records.</p>

15. **Supplemental Notice and Right to Cure.** Notwithstanding any provision in this 2017 Maintenance Agreement to the contrary, all notices to an Owner or Owners relating to any default or payment delinquency under this 2017 Maintenance Agreement shall be given contemporaneously to the Consent Party, if any, for the affected Parcel in writing and any grace period which may be provided to such Owner or Owners under this 2017 Maintenance Agreement shall not be deemed to have commenced until the appropriate Consent Party shall also have received such notice. Consent Parties shall have the right, but not the obligation, to remedy or cure such default, or payment delinquency and in no event shall the right of a Consent Party to cure be construed as expanding the rights or remedies of any party upon the occurrence of a default or payment delinquency under this 2017 Maintenance Agreement.
16. **Counterparts.** This 2017 Maintenance Easement (including the part of it calling for consent from the Consent Parties listed in the Owner Table) may be signed in counterparts. Facsimile or email signatures shall be accepted as originals. If required for recording purposes, original signatures shall be supplied.
17. **ROD Recording.** This 2017 Maintenance Easement shall be recorded in the ROD against title to Westlawn Gardens at HACM expense.
18. **Other Sewer Related Charges.** Nothing contained herein affects City's rights or any person's duties under MCO 309-51, 309-53 or 309-54.
19. **Digger's Hotline.** Association shall be a member of Digger's Hotline for marking and notice purposes at Westlawn Gardens for SWM Facilities.

IN WITNESS WHEREOF, the parties sign and enter this document as of the date first written above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. 171022, adopted on November 7, 2017 and City</p>	<p>HACM: HOUSING AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>By: _____ Antonio M. Perez, Sec./Exec. Director</p> <p>HACM Board Resolution R-12925, adopted on December 8, 2017 and HACM Board Resolution R-12984 adopted on August 8, 2018.</p> <p>HACM AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin,</p>
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<p>Common Council Resolution File No. 180572. See, also, File No's 170502, 171000, and 180571.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of City representatives above per MCO 304-21, and also authenticates the signatures of those City representatives per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Gregg Hagopian, Asst. City Attorney State Bar No. 1007373 Date: _____</p>	<p>hereby authenticates the signature of the HACM representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>
<p>WR: WESTLAWN RENAISSANCE LLC</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>WR AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the WR representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072</p>	<p>ASSOCIATION: WESTLAWN GARDENS PROPERTY OWNERS' ASSOCIATION INC.</p> <p>By: _____</p> <p>Anissia Robertson, President</p> <p>Association Board Consent Resolution, adopted on _____, 2018.</p> <p>ASSOCIATION AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of Association representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p>

Date: _____	By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____
<p>VM: VICTORY MANOR LLC</p> By: _____	<p>SS: WG SCATTERED SITES LLC</p> By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
<p>VM AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the VM representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____	<p>SS AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the SS representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____

JOINDER BY LESSEES & CONSENT PARTIES

1. **Consent Parties Agree.** Consent Parties that have interests and approval rights recorded in the ROD against respective Parcels within Westlawn Gardens (or otherwise) hereby join in the signing of this 2017 Maintenance Easement in order to consent and agree to it, and are bound by it.

2. **MPS; Browning School.** Milwaukee Board of School Directors (“MPS”), as a ground lease tenant of the southerly portion of the parcel at 5440 N. 64th Street, under Ground Lease Agreement dated as of August 1, 2003, hereby also joins in the signing of this 2017 Maintenance Easement to acknowledge its consent and to agree to be bound by it. MPS is not a member of the Association and is not subject to assessments or other payments levied by Association.

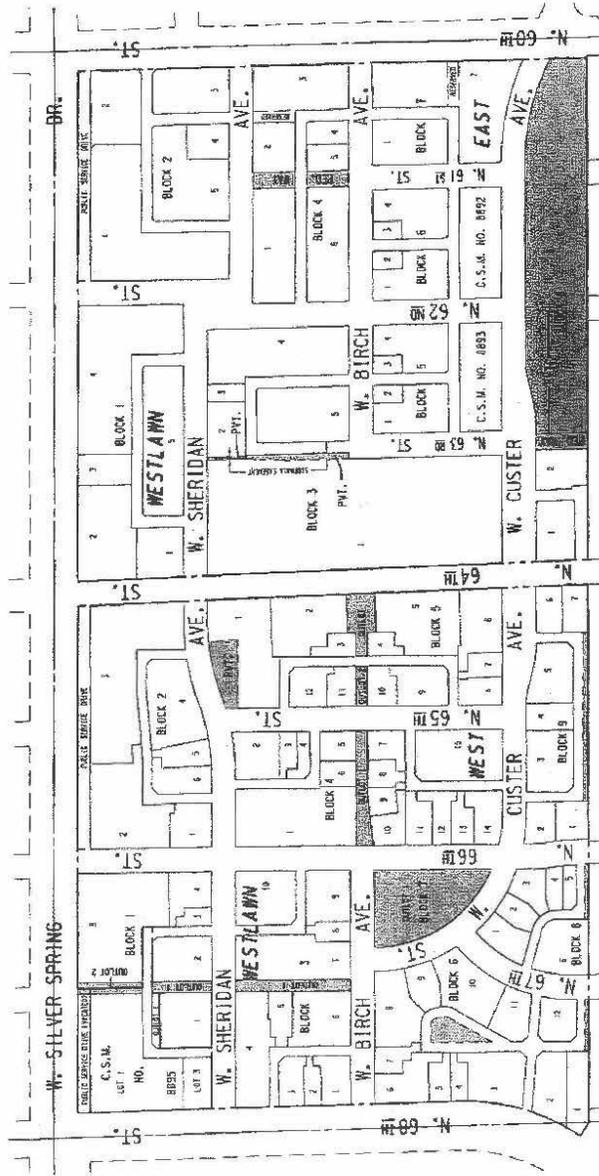
3. **Silver Spring Neighborhood Center.** The Silver Spring Neighborhood Center (“SSNC”) is a tenant of the northerly portion of the Parcel at 5440 N. 64th Street under a Lease Agreement dated as of October 1, 2008, hereby also joins in the signing of this 2017 Maintenance Agreement to acknowledge its consent and to agree to be bound by it. SSNC is not a member of the Association and is not subject to assessments or other payments levied by Association.

EXHIBIT A – OWNER TABLE

Identify TIN's, addresses, Consent Parties

EXHIBIT B - MAP DEPICTING WESTLAWN GARDENS

(Subdivision known as Westlawn West + Subdivision known as Westlawn East)



INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

APPROVED BY: *[Signature]* DATE: AUGUST 13, 2018

CENTRAL DRAFTING & RECORDS MANAGER
CIVIL ENGINEER

ALL COMMON AREAS ARE
PUBLIC RIGHT-OF-WAY EXCEPT
THOSE DESIGNATED BY "PVT."

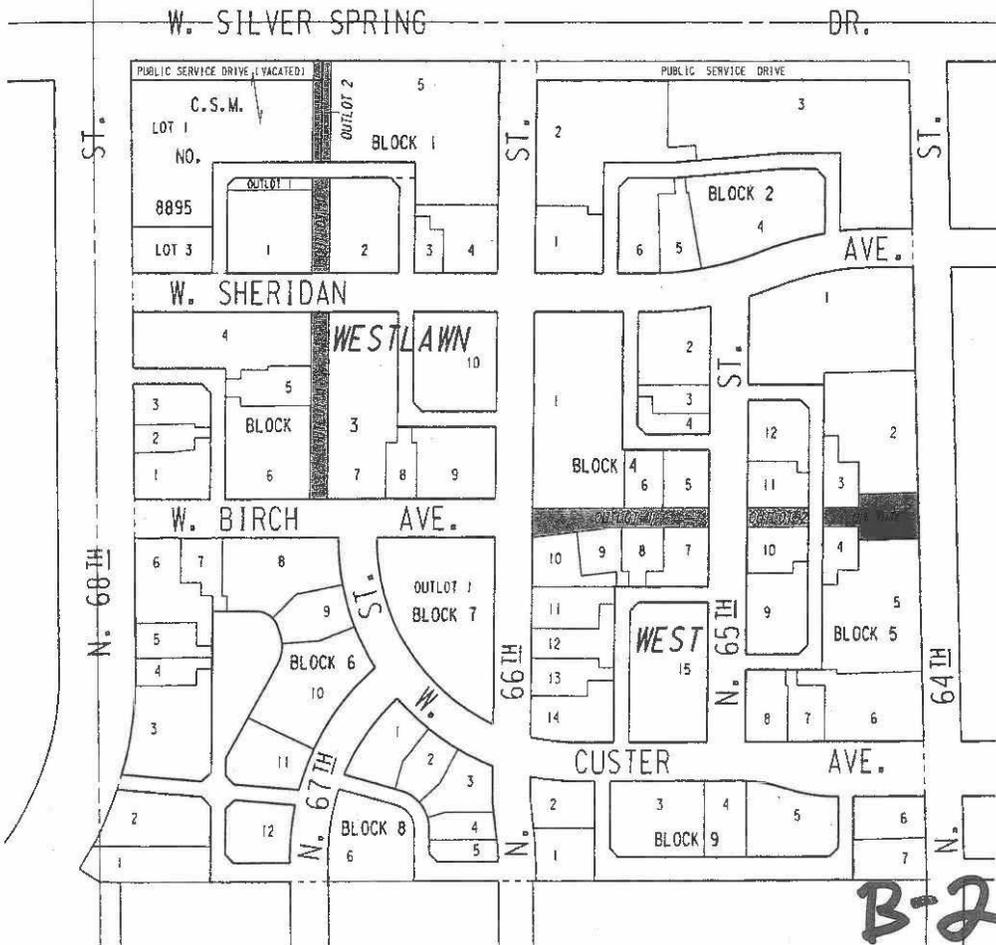


COMMON AREAS

B-1

EXHIBIT B

N.E. 1/4 SEC. 34, T.8N., R.21E.



 PUBLIC RIGHT-OF-WAY
TO BE CLASSIFIED AS
PUBLIC PEDESTRIAN MALL

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

APPROVED BY:

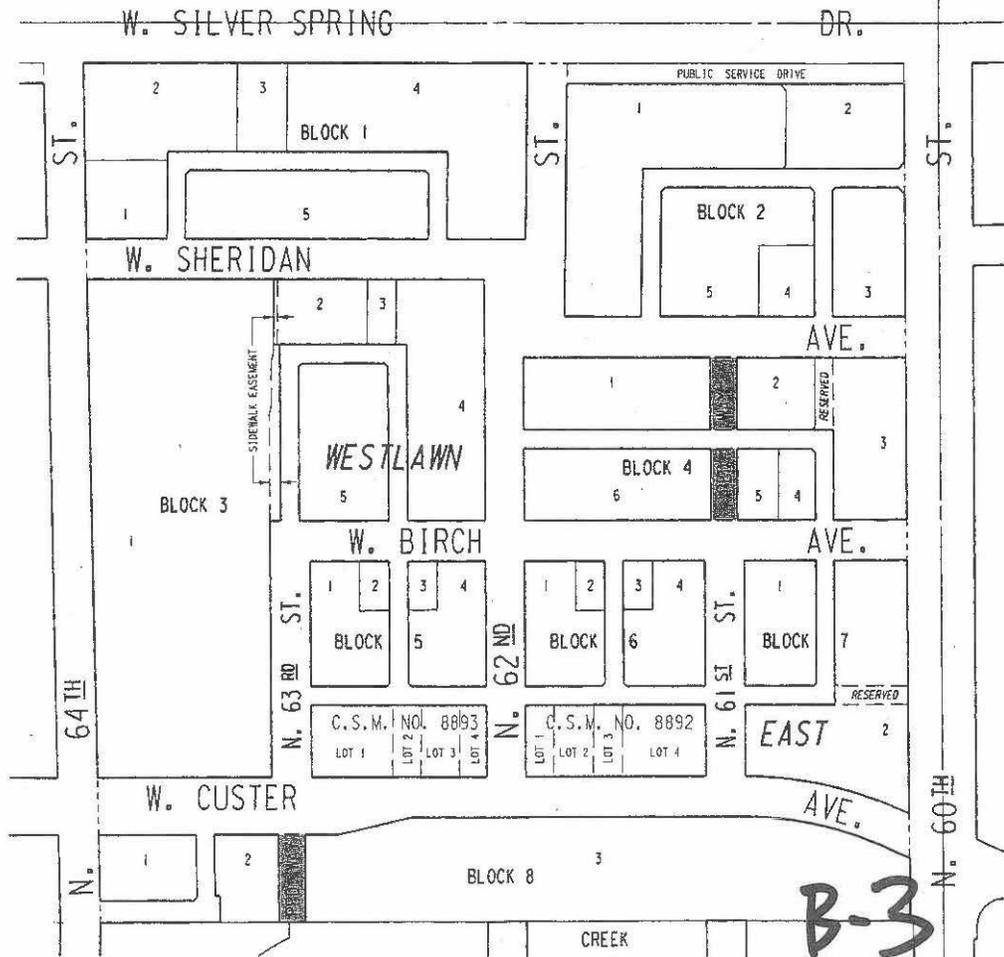
DATE: AUGUST 13, 2018


CENTRAL DRAFTING & RECORDS MANAGER


CITY ENGINEER

EXHIBIT B

N.E. 1/4 SEC. 34, T.8N., R.21E.



B-3

 PUBLIC RIGHT-OF-WAY
TO BE CLASSIFIED AS
PUBLIC PEDESTRIAN MALL

INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018

Janet
CENTRAL DRAFTING & RECORDS MANAGER

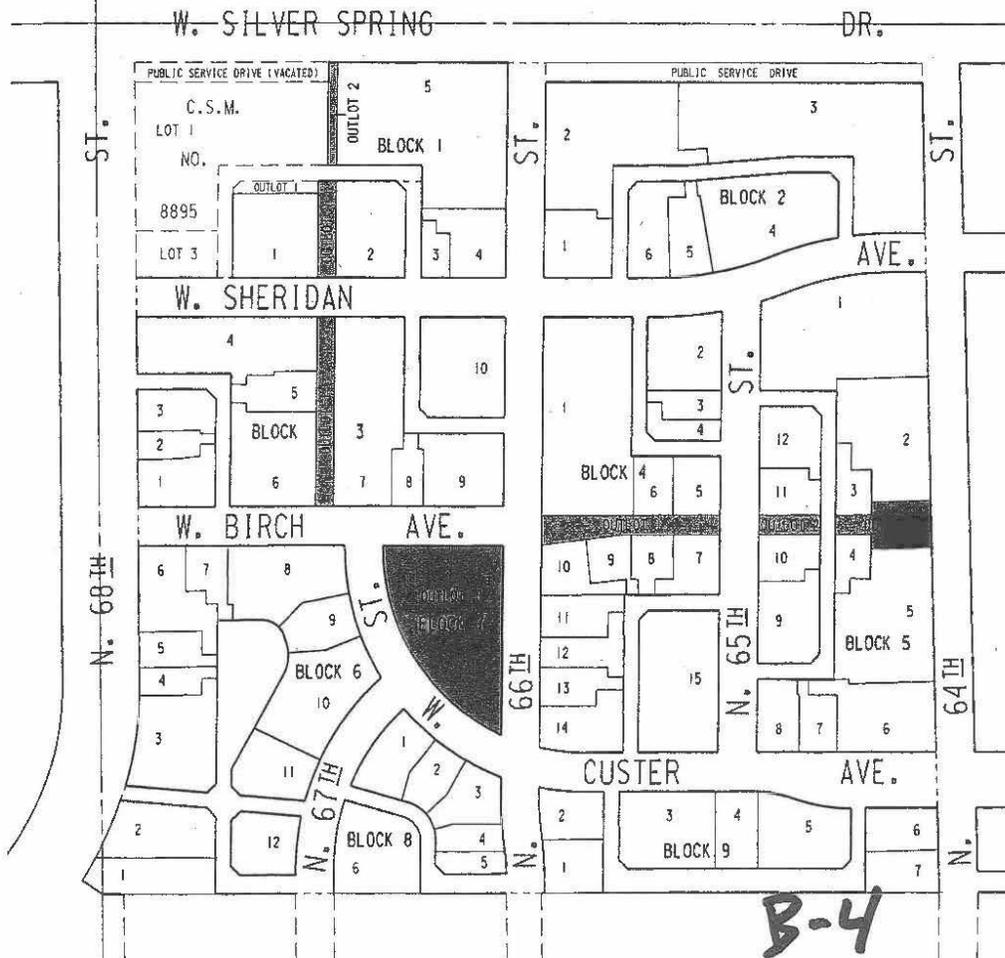
[Signature]
CITY ENGINEER

EXHIBIT B

WESTLAWN WEST

RECORDED DECEMBER 8, 2017, DOC. NO. 10735796

N.E. 1/4 SEC. 34, T.8N., R.21E.



OUTLOTS TO BE DEDICATED FOR PUBLIC RIGHT-OF-WAY PURPOSES

INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018

John Witt
CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
CITY ENGINEER

EXHIBIT C -- LEGAL DESCRIPTION OF WESTLAWN GARDENS

WESTLAWN WEST

That part of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of said Northeast 1/4 Section; thence North 89°52'59" East, along the north line of said Northeast 1/4 Section, 60.01 feet to a point in the northerly extension of the east line of North 68th Street; thence South 01°11'57" East, along said east line and its extension, 389.98 feet to the southwest corner of Lot 3 of Certified Survey Map No. 8895 and the point of beginning of the lands to be described; thence North 89°52'59" East, along the south line of said Lot 3 and its extension, 149.207 feet to a point in the east line of a public alley; thence North 00°07'01" West, along said east line, 129.403 feet to the southwest corner of Outlot 1 of said Certified Survey Map No. 8895; thence North 89°52'59" East, along said south line, 134.499 feet to the southeast corner of said Outlot 1; thence North 00°07'01" West, along the east line of Outlot 1 aforesaid, 18.58 feet to a point on the south line of a public alley; thence North 89°52'59" East, along said south line, 161.644 feet to a point; thence North 00°07'01" West 24.00 feet to a point in the north line of said alley; thence South 89°52'59" West, along said north line, 147.644 feet to the east corner of Lot 1 of said Certified Survey Map No. 8895; thence North 00°07'01" West, along the east line of Lot 1 aforesaid, 157.924 feet to a point in the south line of West Silver Spring Drive; thence North 89°52'59" East, along said south line, 931.957 feet to its point of intersection with the west line of North 64th Street; thence south 01°53'57" East, along said west line, 1273.118 feet to a point in the north line of Block 2 of Assessment Subdivision No. 84, a recorded subdivision, in said Northeast 1/4 Section; thence South 89°44'18" West, along said north line and the north lines of Royal Terrace Subdivision and H.A. Protzmann Subdivision, recorded subdivisions, in said Northeast 1/4 Section, 1311.404 feet to a point in the east line of North 68th Street; thence North 57°00'52" West, along said east line, 39.27 feet to a point on a curve; thence Northeasterly, 319.296 feet along the said east line and the arc of said curve which has a radius of 535.00 feet with its center lying to the northwest having a central angle of 17°05'51" and whose chord bears North 15°53'54" East 314.578 feet to a point; thence North 01°11'57" West, along said east line, 622.201 feet to the point of beginning.

WESTLAWN EAST

That part of the Northeast 1/4 of Section 34, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at the northeast corner of said 1/4 Section; thence South 01°01'25" East, along the east line of said 1/4 Section, 1329.30 feet to a point in the easterly extension of the north line of the Lincoln Creek Drainage Easement Right-Of-Way; thence South 89°44'18" West, along said north line extended, 50.00 feet to a point in the west line of North 60th Street and the point of beginning of the lands to be described; thence South 89°44'18" West, along the north line of said drainage easement right-of-way and its westerly extension, 1224.493 feet to a point in the east line of North 64th Street; thence North 01°53'57" West, along said east line, 1272.966 feet to its point of intersection with the south line of West Silver Spring Drive; thence North 89°52'59" East, along said south line, 1243.992 feet to its point of intersection with the west line of North 60th Street; thence South 01°01'25" East, along said west line, 1269.419 feet to the point of beginning.

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EXHIBIT D
(ADJ 7-31-18)

1. DESCRIPTION OF STRUCTURAL STORM WATER MANAGEMENT FACILITIES ("SWM FACILITIES")

A. Permeable Pavement (Brick Pavers).

- The permeable pavement – brick paver systems are used to percolate and filter storm runoff that enters the system prior to its discharge to the storm sewer system. The drainage aggregate layer provides temporary storage of runoff and slowly releases runoff volume to the storm sewer system during rain events. Water that percolates through the system is treated by removing total suspended solids (TSS) which improves water quality.
- Components of the system include brick pavers, aggregate bedding stone, aggregate drainage stone, geotextile fabric, perforated underdrain pipe, storm sewer piping, and storm cleanouts.
- Permeable pavement (brick pavers) receive runoff from street and terrace areas via overland flow.
- Located in Westlawn Gardens - West. Situated in parallel parking spaces along public streets within ROW.
- Permeable pavement (brick pavers) are SWM Facilities maintained by the Association ("A-SWM Facilities").

B. Bio-retention Swales.

- During smaller storm events, the bio-retention swales are used to capture storm water runoff allowing it to percolate and be filtered by mulch and engineered soil layers before infiltrating into the groundwater table. During larger storm events some runoff discharges to the storm sewer system via an overflow structure and/or perforated underdrain piping. The mulch and engineered soil remove TSS while landscape vegetation planted within the device encourages evapotranspiration, reduces contaminants, encourages biological activity, and provides an attractive landscape that supports native wildlife.
- Components of the system include curb cut(s), graded surface, landscape plantings, brick erosion matting, mulch, engineered soil mix, geotextile fabric, aggregate drainage stone (gravel storage layer), perforated underdrain pipe, storm overflow riser pipe, inlet casting, and storm cleanouts.
- Bio-retention swales receive runoff from street and terrace areas via overland and gutter flow.
- Located in Westlawn Gardens - East. Situated in terrace along public streets, public greenways, and pedestrian malls within ROW and private property (non-ROW Westlawn Gardens - East park area).
- Bio-retention Swales are A-SWM Facilities.

C. Bio-retention Boxes.

- During smaller storm events, the bio-retention boxes are used to capture storm water runoff allowing it to percolate and be filtered by mulch and engineered soil layers before infiltrating into the groundwater table. During larger storm events

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some runoff discharges to the storm sewer system via an overflow structure and/or perforated underdrain piping. The mulch and engineered soil removes TSS while landscape vegetation planted within the device encourages evapotranspiration, reduces contaminants, encourages biological activity, and provides an attractive landscape that supports native wildlife.

- Components of the system include precast reinforced concrete box structure and reinforced concrete curb border, curb cut(s), landscape plantings, brick erosion matting, mulch, engineered soil mix, geotextile fabric, aggregate drainage stone (gravel storage layer), perforated underdrain pipe, storm overflow riser pipe, inlet casting, storm sewer piping, and storm cleanouts.
- Bio-retention boxes receive runoff from street and terrace areas via overland and gutter flow.
- Located in Westlawn Gardens - West. Situated adjacent to parallel parking spaces in terrace along public streets within ROW.
- Bio-retention boxes are A-SWM Facilities.

D. Catch Basins.

- Catch basins are storm inlets with a low area (sump) below the invert of the outlet pipe intended to retain coarse sediment i.e. TSS prior to discharge into the storm sewer system.
- Components include precast reinforced concrete catch basins, inlet casting, and storm sewer piping.
- Catch basins receive runoff from street, alley, terrace, and private property areas via overland flow and gutter flow.
- Located in both Westlawn Gardens - East and Westlawn Gardens - West. Located in curb lines in public streets and along alley centerlines within ROW and on private property (non-ROW).
- Catch basins within ROW are City maintained SWM Facilities (“**C-SWM Facilities**”). Catch basins within non-ROW are A-SWM Facilities.

E. Underground Detention Structures.

- The underground detention structures are manufactured subsurface structures that are used to collect, detain, and control the release of storm water.
- Components include inlet diversion structures [in North 64th Street and North 66th Street only], precast concrete modular blocks, reinforced concrete foundation, impermeable liner, storm risers, inlet castings, storm sewer pipe and connections, and outlet control structure.
- Underground detention structures receive runoff via storm sewer flow and overland flow.
- Four (4) underground detention structures total: three (3) structures located in Westlawn Gardens - West in Blocks 2, 6, and 7; one (1) structure located in Westlawn Gardens - East Block 3. The structure in Westlawn Gardens - West Block 2 is located within alley ROW and on private property (non-ROW). The structures in Westlawn Gardens - West Blocks 6 and 7 are located within ROW. The structure in Westlawn Gardens - East Block 3 is located on private property (non-ROW).

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- Underground detention structures, outlet control structures, and associated storm structures and storm sewer pipe are A-SWM Facilities. The inlet diversion structures located in North 64th Street and North 66th Street are C-SWM Facilities.

F. Detention Ponds (Upper and Lower Detention Ponds).

- The detention ponds (upper and lower) are excavated vegetated basins used to collect, detain, and control the release of storm water.
- Components include inlet diversion structures, graded surfaces, vegetated lawn and grasses, vegetated spillways, storm sewer pipes and connections, block/rock retaining wall (upper pond only) and detention outlet control structures. The upper pond also contains perforated underdrain pipe and storm cleanouts.
- Detention ponds receive runoff via storm sewer flow and overland flow.
- Located in Westlawn Gardens - East but serving both Westlawn Gardens - East and Westlawn Gardens - West located within private property (non-ROW) i.e. Block 8.
- Detention ponds (upper and lower) outlet control structures, and associated storm structures and storm sewer pipe are A-SWM Facilities. The inlet diversion structures located in the intersection of West Custer Avenue and North 62nd Street and West Custer Avenue and North 63rd Street are C-SWM Facilities.

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EXHIBIT E
(ADJ 7-31-18)

Storm Water Management Facilities ("SWM Facilities") Maintenance Maps. The following maps, titled "SWM Facilities Maintenance Map Westlawn Gardens - West" and "SWM Facilities Maintenance Map Westlawn Gardens - East," show the locations of the SWM Facilities and identify maintenance responsibilities. Larger versions of the maps are available for inspection at the City Department of Public Works.

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WESTLAWN GARDENS PHASE II
 10000 West 25th Street
 Denver, CO 80231
 303.751.1000
 www.fortigalas.com

ISSUE
 No. _____ Date _____

REVISIONS
 No. _____ Date _____

DATE 12/29/2017
BY Michael D. Gage
PROJECT Westlawn Gardens
PROJECT NUMBER 10000 West 25th Street
PROJECT ADDRESS 10000 West 25th Street
PROJECT CITY DENVER, CO
PROJECT STATE CO
PROJECT ZIP 80231
SCALE 1" = 80'
DRAWN BY _____

MAINTENANCE AGREEMENT

LEGEND

ASSOCIATED MAINTAINED ("A") SWM FACILITIES

- RETAINING WALL
- BIOMAT
- UNDERGROUND DETENTION STRUCTURES
- OUTLET CONTROL STRUCTURE
- STONE STRUCTURE
- STONE SLOPE

CITY MAINTAINED ("C") SWM FACILITIES

- CATCH BASIN
- INLET IMPROVEMENT STRUCTURE

NOTE:
 ALL SWM FACILITIES MAINTAINED BY THE CITY OF DENVER ARE PART OF THE SWM-2 SYSTEM AND ARE MAINTAINED BY THE CITY OF DENVER. ALL SWM FACILITIES MAINTAINED BY THE CITY OF DENVER ARE PART OF THE SWM-2 SYSTEM AND ARE MAINTAINED BY THE CITY OF DENVER. ALL SWM FACILITIES MAINTAINED BY THE CITY OF DENVER ARE PART OF THE SWM-2 SYSTEM AND ARE MAINTAINED BY THE CITY OF DENVER.

*SWM Facilities
 Maintenance Map
 Westlawn Gardens -
 West*



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EXHIBIT G
(ADJ 7/31/18)

I. MINIMUM STORM WATER MANAGEMENT FACILITY MAINTENANCE REQUIREMENTS

A. Site Maintenance. Litter removal shall occur frequently during the spring, summer and fall months. Common items include cigarette butts, cans, paper or plastic bags, construction debris. Municipal leaf removal shall be performed during the fall months, according to City schedule.

B. Vegetated Lawn Areas. Mowing and/or trimming of lawn areas within public ROW should be performed on a regular schedule based on site and weather conditions. Grassed lawn areas within public ROW should be mowed between 1 and 4 times a month during the growing season to maintain an acceptable manicured aesthetic.

Lawn areas should be inspected annually for erosion and scour. Lawn areas should also be inspected periodically during the growing season for unwanted growth, which should be removed or treated.

When establishing or restoring lawns, biweekly inspections of vegetation health should be performed during the first growing season or until the vegetation is fully established. Lawn areas shall receive sod, (or topsoil, seed, fertilizer and mulch) and shall be watered appropriately to ensure growth. Once fully established, inspections of vegetation health and density should be performed annually. The vegetative cover should be maintained at 85 percent. If vegetation has less than 85 percent coverage, the area should be re-established in accordance with the original specifications and the inspection requirements presented above.

All use of fertilizers, pesticides, herbicides, mechanical treatments and other means to assure optimum vegetation health should not compromise the vegetative quality of the lawn. Product applications shall be consistent with manufacturer recommendations.

C. Public Roads & Public Alleys. The public streets and alleys within the Westlawn Gardens shall be mechanically swept a minimum of one (1) time per year, every spring.

Conduct mechanical sweeping of streets and alleys as weather conditions allow. A post winter "heavy sweeping" program shall begin in late March to clear curb lanes and alleys of winter's accumulation of debris.

D. Permeable Pavement (Brick Pavers). The primary maintenance objective is to maintain a uniform parking surface and prevent excessive siltation and clogging. This is accomplished through regular inspection and maintenance of the brick paver surface and system components.

The surface of the permeable pavement (brick pavers) shall be maintained per the manufacturer's recommended maintenance requirements and as provided hereinafter.

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Inspections of the permeable pavement systems shall be conducted at least once per year to evaluate the following:

- Pavement Condition – Inspect permeable pavement surfaces for settlement, deformation or cracking.
- Surface Infiltration – Inspect permeable pavement surfaces for sedimentation or evidence of ponding. If the pavement surface infiltration rate is questionable at any time, conduct pavement surface infiltration testing per ASTM C1781 Standard Test Method of Surface Infiltration Rate of Permeable Unit Pavement Systems.
- Drainage – Inspect system 72 hours after a rain event of 0.5 inches or greater to verify that the aggregate drainage reservoir is draining down effectively.
- Outfalls - Inspect underdrain outfall locations for obstructions and deterioration.
- Run-on Areas – Inspect run-on areas for adequate cover and stability.

Maintenance requirements vary depending on the manufacturer, but typically include practices of mechanically sweeping or vacuuming the surface. Depending on the manufacturer, different sweeper types (such as rotary brush, broom sweepers, regenerative air sweepers, vacuum sweepers, or other proprietary vacuum sweepers) are specified. Sweeping/vacuuming shall occur a minimum of two (2) times per year.

Some paver systems include open joints which require joint aggregate material to be present to help interlock pavers in position. If present, the joint aggregate material levels should be inspected annually and after any maintenance events and replenished as necessary. If necessary, remediate the system by extracting accumulated debris and aggregate from the joints using a vacuum and re-filling the joints with new aggregate.

Repair any settlement, deformations or cracking that are significant enough to adversely impact the water quality function of the system. Repair blocked, restricted, or eroding underdrain.

Repair and/or replant eroding run-on areas for areas to be maintained by the **Association**. Report deteriorated run-on areas owned and maintained by the City of Milwaukee to the applicable department.

If water ponding persists on the pavement surface following storm events, maintain and replace the required components to ensure the system functions to meet the approved water quantity and quality requirements.

Runoff of eroded soils and temporary or permanent stockpiling of soil and/or other fine grained material will clog the surface layer of the pavement system and shall be avoided. Seal-coating applications should not be applied. Sand should not be used in the roadway for deicing purposes.

Vegetation should not be able to flourish on a properly maintained system. Weeds will not germinate unless there is a collection of soil or moisture. Remove weeds, and perform restorative maintenance.

G-2

E. Bio-retention Swales and Bio-retention Boxes. The primary maintenance objective is to maintain healthy landscape plantings and prevent excessive siltation, compaction, and clogging. This is accomplished through regular landscape monitoring, planting replacement, and periodic aeration and/or soil amendments.

Inspections and maintenance of the bio-retention swales and bio-retention boxes shall be conducted as needed and at a minimum as indicated below:

The following inspections and maintenance of bio-retention swales and boxes shall be completed on a weekly basis:

- Visually inspect all curb inlets, overflow structures, underdrains, and outlet sewer pipes to prevent clogging. Clean components as necessary.
- Remove trash, leaves, and debris from the device.
- Water the device during its establishment and extended dry periods. One inch of water per week is recommended.

The following inspections and maintenance of bio-retention swales and boxes shall be completed on a monthly basis:

- Remove or spot treat weeds.
- Prune and shape shrubs.
- Where displaced, redistribute existing mulch evenly. Top dress mulch as needed.
- Remove any dead, diseased or damaged plantings and replace in kind.

The following inspections and maintenance of bio-retention swales and boxes shall be completed on an annual basis:

- Remove and replace 2-4 inches of organic mulch over the entire surface of the device. Do not cover crowns of perennials. Note: Mulch can be kept for an additional season if it is in good condition but should be replaced biannually at a minimum.
- Supplement areas that have settled with new engineered soil.
- Prune ornamental grasses in March before new growth begins in the spring.
- Prune the foliage of perennials in November
- *For bio-retention boxes only:* Visually inspect the concrete box for cracks, settlement or displacement. Repair or replace as necessary.

The following inspections and maintenance of bio-retention swales and boxes shall be completed as indicated below:

- Remove accumulated sediment from the surface of the device when the depth reaches 2-3 inches in any area of the device.
- Soil amendments, aeration or full replacement of the engineered soil shall be performed when the engineered media is no longer draining within a 24 hour period after rainfall has ended.

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Disposal of debris, trash, sediment and other waste material shall be done at a suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.

All use of fertilizers, mechanical treatments, pesticides, herbicides and other means to assure optimum vegetation health should not compromise the vegetative quality or intended purpose of the bio-retention area. Applications shall be consistent with manufacturer recommendations.

F. Catch Basins. The primary maintenance objectives are to prevent clogging of inlet grates, outlet storm sewer, and remove sediment from sumps.

Inspections and maintenance of the catch basins shall be conducted as needed and at a minimum as indicated below:

The following inspections and maintenance of catch basins shall be completed on a weekly basis:

- Visually inspect the surface of the inlet grates. Remove all trash, leaves and debris causing blockage or diversion of flow. Debris removal shall occur frequently during the spring, summer and fall months.

The following inspections and maintenance of catch basins shall be completed on an annual basis:

- Remove sediment from catch basin sumps. Visually inspect the inside of the catch basin at this time for evidence of deterioration. Repair or replace catch basin as needed.

Disposal of debris, trash, sediment and other waste material shall be done at a suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.

G. Underground Detention Structures. The primary maintenance objectives are to prevent clogging in inlet diversion and outlet structure, and maintain a structurally functioning underground detention chamber that is clean of debris.

Underground detention structures and their associated manholes are considered "permit-required confined-space" by OSHA. Individuals who enter the system shall be properly trained, equipped and qualified to enter a confined space as identified by local occupational safety and health regulations. Maintenance of underground detention structures shall adhere to manufacturer recommendations.

The following maintenance of underground detention structures shall be completed on a weekly basis:

- Visually inspect the manhole riser structures above the underground detention structure, and remove all trash and debris which may potentially cause blockage or

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diversion of flow. Debris removal shall occur frequently during the spring, summer and fall months.

The following maintenance of underground detention structures shall be completed on an annual basis:

- Visually inspect the inside of the inlet diversion structure, underground detention structure, and outlet control structure every spring for evidence of blockage or deterioration. Perform necessary repairs to return structures to function as designed.
- Visually inspect the system at all manhole riser structure locations. Use a sediment pole to measure and document the depth of sediment at each location. When sediment occupies more than 10%-15% of the originally designed system's volume, the system shall be cleaned.
- If significant amounts of trash and debris have accumulated within the underground detention structure, then accumulations shall be removed to prevent frequent clogging of the outlet control structure.

The following maintenance of the underground detention structure shall be completed as indicated below:

- Visually inspect the inlet diversion structure and outlet control structure and clear any blockages or built up debris semi-annually and after large rain events which produce 3 inches or more rainfall within a 24 hour period.

The following steps shall be performed to clean the underground detention system when required:

- Ensure that individuals who enter the system shall be properly trained, equipped and qualified to enter a confined space as identified by local occupational safety and health regulations.
- Insert sewer jetting equipment at a location farthest from the outlet structure. Insert a vacuum hose at the corresponding row at the end nearest the system outlet. Use sewer jetting equipment to force water in the same row from one end of the system to the opposite side. Sediment should be flushed toward the vacuum hose at the receiving end for thorough removal.
- Place the vacuum hose and sewer jetting equipment in the next row and repeat the process until all of the rows have been cleaned. When finished replace all covers that were removed and dispose of the collected material as described below.
- If the system contains a large amount of trash and debris and little sediment, the trash and debris may be removed manually or via the methods for sediment removal described above.

Disposal of debris, trash, sediment and other waste material shall be done at a suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.

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H. Detention Ponds. The primary maintenance objectives are to deter erosion, prevent clogging in inlet diversion and outlet structure, and maintain a healthy turf surface.

Inspections and maintenance of the detention ponds shall be conducted as needed and at a minimum as indicated below:

The following maintenance of detention ponds shall be completed on a weekly basis:

- Visually inspect the surface of the detention ponds, and remove all trash and debris which may potentially cause blockage or diversion of flow. Debris removal shall occur frequently during the spring, summer and fall months.

The following maintenance of detention ponds shall be completed on an annual basis:

- Visually inspect the inlet diversion structure, storm sewer piping, and outlet control structure every spring for evidence of blockage or deterioration. Perform necessary repairs to return structures to function as designed.
- Visually inspect the detention pond every spring for evidence of soil erosion. Soil erosion should be inspected at the inlet and outlet storm sewer locations. The pond embankment should also be inspected for evidence of soil erosion, deformations or degradation, and evidence of burrowing animals. Any channelization areas within the bottom surface of the ponds should be repaired and re-vegetated.
- Visually inspect lawn coverage within the bottom of the basin every spring. The vegetative cover should be maintained at 85 percent. If vegetation has less than 85 percent coverage, the area should be re-established in accordance with the original specifications and the inspection requirements presented in Vegetated Lawn Areas.
- Remove accumulated sediment from the surface of the detention pond if accumulation is inhibiting vegetative cover growth.
- Visually inspect for evidence of invasive plant species each spring, and take corrective action if necessary.

The following maintenance of the detention ponds shall be completed as indicated below:

- Visually inspect the detention pond after large rain events which produce 3 inches or more rainfall within a 24 hour period.
- Inspect the inlet diversion structures, storm sewer piping, and outlet control structure if water remains in the detention pond 72 hours after a rain event.