EXHIBIT F-2

Storm Water Management Practice Maintenance Agreement

THIS AGREEMENT is made and executed this_____day of _____, 2021, by and between the Village of Hartland, a Wisconsin municipal corporation ("Village") and Sandhill of Hartland, LLC ("Owner").

Whereas, the Owner owns the land described in the attached Exhibit A (the "Property"); and

Whereas, the Owner and the Village wish to set forth certain storm water facilities and maintenance obligations to document the obligations of the Owner; and

Whereas, to assure appropriate and necessary maintenance of the storm water management facilities and system, it is necessary that a maintenance plan and agreement be prepared and that this Agreement, which sets forth that maintenance plan and agreement, be recorded in the office of the Register of Deeds for Waukesha County; and

Name and Return Address

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Whereas, the Owner has agreed to the requirements of this Storm Water Management Facility Maintenance Agreement; and

HAV_____&_____
Parcel Identification Number(s) – (PIN)

Whereas, the restrictions set forth in this Agreement are to run with the Property and perpetually bind the Owner and all of its heirs, successors and assigns.

Now, therefore, the undersigned Owner, as fee owner of all affected lands, hereby executes this Agreement imposing the following restrictions on the Property:

1. The real estate to which this Agreement applies is the Property described on Exhibit A attached hereto.

2. The Owner agrees to construct storm water management facilities in accordance with the stormwater management plan set forth in Exhibit B attached and/or referenced hereto and the construction plans set forth in Exhibit C attached and/or reference hereto.

3. The Owner hereby subjects the Property to the minimum storm water practice maintenance requirements set forth on Exhibit E attached hereto, which restrictions and requirements are to run with the land and are to bind Owner and all its heirs, successors and assigns of Owner.

4. The storm water facilities shown on Exhibit D shall be constructed according to the grading elevations shown on Exhibit C attached and/or referenced hereto.

5. The Owner and the respective heirs, successors and assigns of Owner as owners of the Property shall be solely responsible for the perpetual maintenance, upkeep and repair of the storm water management facilities in accordance with the requirements set forth in Exhibit C attached hereto.

6. Upon notification to the owner of the Property by the Village of maintenance failures that require correction due to an adverse effect on the Property or the public health, safety or welfare, the then-current Owner shall take the specified corrective action within a reasonable time frame as set forth by the Village.

7. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the owner does not make the required corrections within the specified time. All costs and administrative fees charged to the Owner in accordance with this section may be placed upon the tax rolls by the Village as a special charge in accordance with the Wisconsin Statutes, including Wis. Stat. section 66.0627, as amended from time to time.

8. The Owner shall be responsible for maintenance of the storm water management facilities pursuant to the requirements of Exhibit E attached hereto. Maintenance shall be undertaken consistent with the maintenance requirements of Exhibit E unless more stringent requirements have been enacted by the Village or a State Agency from time to time. The Village is authorized to access the Property to conduct inspections of storm water management facilities as necessary to determine that the facilities are being maintained and operated in accordance with this Agreement. The Owner, as needed (but not less than on an annual basis), shall provide maintenance of each storm water management measure including, but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural storm water management facilities, and sediment removal. Upon notice to the Owner by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.

9. In the event that maintenance of the storm water management facilities is not undertaken by the Owner, the Village may perform maintenance work on the storm water management facilities if such a failure to maintain:

   a. Has a material adverse effect on public or private property, or

   b. Endangers the public health, safety or welfare; provided, however, that before the Village shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation determined by the Village DPW Director), the Village shall provide the Owner with written notice stating what specific maintenance activities the Village deems to be required with respect to the storm water management facilities. The Owner shall have ten (10) calendar days after the date of such written notice to perform such maintenance activities, provided that said 10 days may be extended by the Village if the Owner has commenced required maintenance work within the 10 days and is diligently proceeding to complete the same. In the case of an emergency situation, as determined in the sole discretion of the DPW Director, no notice shall be required prior to the Village performing emergency maintenance and/or repairs.

10. The Village shall have unrestricted access to the Property for purposes of inspection for compliance and for repairs and corrective action.

11. The cost of all the inspections or maintenance undertaken by the Village pursuant to the above paragraphs shall be assessed against the Owner in accordance with the provisions of section 66.0627 of the Wisconsin Statutes, as amended from time to time. It is expressly understood and acknowledged that such costs shall be deemed a Special Charge

for current services and may be levied in accordance with the provisions of section 66.0627 of the Wisconsin Statutes, as amended from time to time. Any such assessment that is not paid within sixty (60) calendar days after billing shall be deemed a delinquent Special Charge and shall become a lien upon the parcels against which such Charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcel(s) for which payment has not been received by the Village and all proceedings in relation to the collection, return and the sale of the property for delinquent real estate taxes shall apply to such Special Charge.

12. Owner may, at any time and in its sole discretion, relocate any or all of the storm water management facilities described in this Agreement to another portion of the Property provided that any such relocated storm water management facilities shall remain subject to this agreement.

13. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Wisconsin applicable to contracts made to be performed in Wisconsin.

14. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Owner has executed this Agreement on the _____ day of_____, 2021.

By:_____

_____

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this ___ day of_____, 2021, the above-named_____, to me known to be the _____ of Sandhill of Hartland, LLC, ("Owner"), who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

_____

_____
Notary Public, State of Wisconsin

My commission expires:_____

EXHIBIT A
Legal Description and Property

Project Identifier: Sandhill Condominium

Legal Description:
Lots 1 and 2 of Certified Survey Map No. _____ as recorded in Volume _____, on Pages ____-____, as Document No. _____, Waukesha County Register of Deeds Office, being part of the NE $\frac{1}{4}$ and SE$\frac{1}{4}$ of the SE$\frac{1}{4}$ of Section 25, Township 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin.

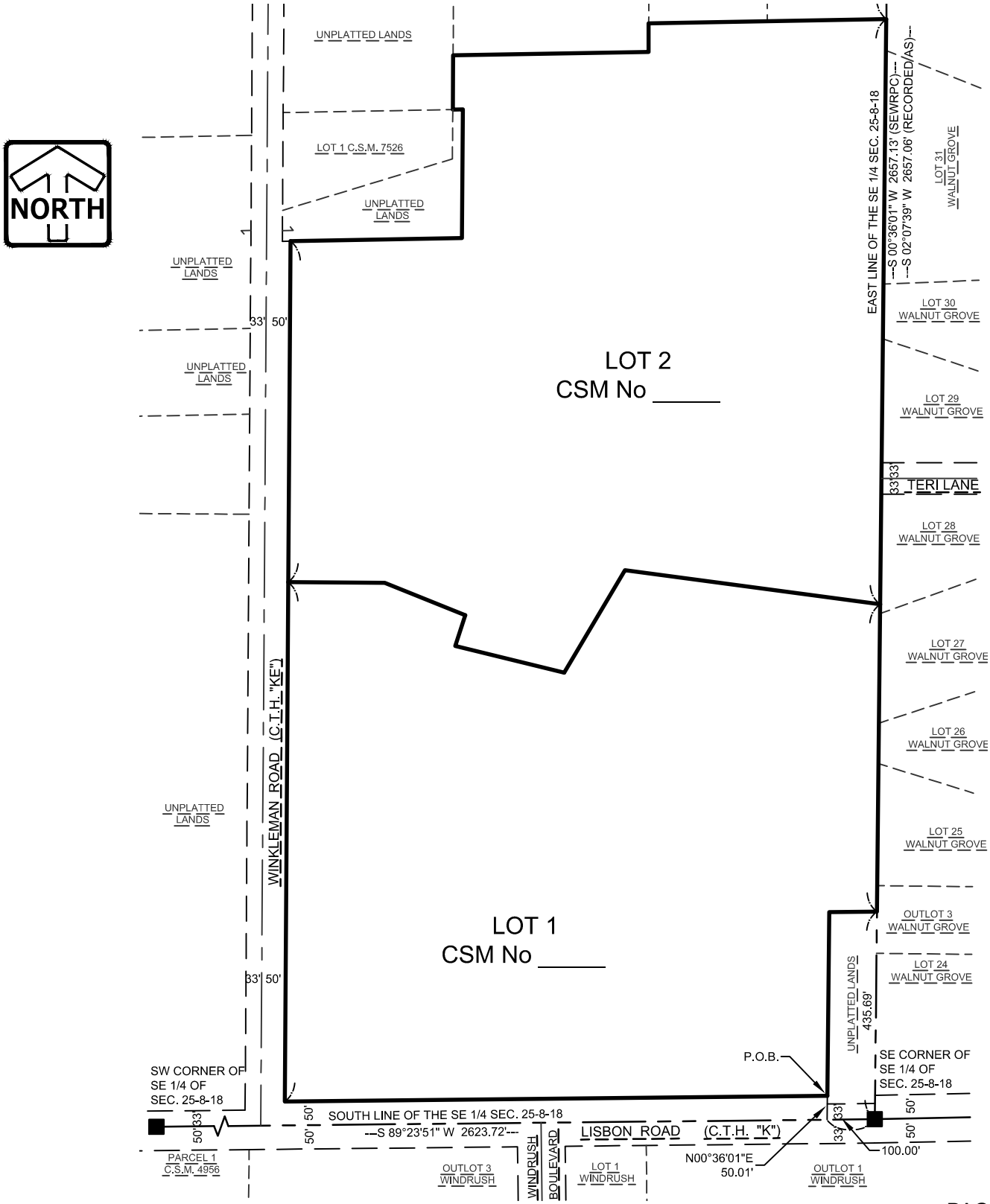

EXHIBIT B
Stormwater Management Plan

Shall be stormwater management plan provided by Pinnacle Engineering Group last revised March 31, 2021 and on file with the Village of Hartland

EXHIBIT C
Construction Plans

Shall be construction plans provided by Pinnacle Engineering Group
last revised April 12, 2021 and on file with the Village of Hartland

EXHIBIT D
Stormwater Facilities

Stormwater Facilities to be maintained by the Owner:
Northwest Wet Pond, North Dry Pond, Northeast Wet Pond, South Dry Pond, South Wet Pond, pond outlet structures and outlet pipes, grass swales, all storm sewer and all storm sewer structures.

EXHIBIT E
Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibit D and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Village of Hartland.

System Description:
There are three wet detention ponds and two dry ponds within the Sandhill development to address the storm water management requirements from the Village of Hartland and the Wisconsin DNR.

The wet detention ponds are labeled as the Northwest Wet Pond, Northeast Wet Pond and South Wet Pond. The dry ponds are labeled as the North Dry Pond and the South Dry Pond.

The wet detention ponds are designed to trap a minimum of 80% of sediment in runoff, and along with the dry ponds, reduce downstream peak flows to required rates. The wet ponds will trap the smaller and finer suspended solids. In order for the ponds to be effective, the pond sizes, water levels and outlet structures must be maintained per the approved plans on file with the Village of Hartland.

The northwest wet pond receives water from 23.45 acres of drainage area. During high rainfall or snow melts, the water level in the pond will temporarily rise and slowly drain down to the elevation of the outlet control structure. The water level is controlled by a 4-inch dewatering hole (elevation 1026.50). The outlet structure is a 30-inch concrete manhole (riser elevation 1029.50) with a 15-inch outlet pipe (elevation 1026.50) directed westerly towards Winkleman Road. There is also a 13.5-inch hole (elevation 1027.60) to allow more discharge during larger rainfall events. The 4-inch hole is protected from clogging by a trash grate that is connected to the outlet structure. The outlet structure also contains an open grate (elevation 1029.50) on top which does not function through a 100-year design storm. An emergency spillway (elevation 1029.50) is also provided in the berm of the pond to allow for an emergency discharge from the pond due to the outlet pipe clogging or storm events above the 100-year design storm. The wet pond will be clay lined (minimum 2' thick) from the bottom of the pond (elevation 1020.50) through the 2-year storm peak elevation (elevation 1027.70). The clay liner from the outside of the safety shelf (elevation 1025.50) through the bottom of the pond (elevation 1020.50) does not have any material covering it. From the outside of the safety shelf (elevation 1025.50) to the top of the clay liner (elevation 1027.70) there shall be a minimum of four inches of topsoil to cover the liner and to allow for grass growth.

The north dry pond receives water from 7.05 acres of drainage area. The outlet is a 24-inch storm sewer (elevation 1025.60) directed easterly into the northeast wet pond. A grassed swale allows for overland flow to the northeast pond for storm events above the 100-year design storm.

The northeast wet pond receives water from 15.88 acres of drainage area. During high rainfall or snow melts, the water level in the pond will temporarily rise and slowly drain down to the elevation of the outlet control structure. The water level is controlled by a 4-inch dewatering hole (elevation 1024.00). The outlet structure is a 36-inch concrete manhole (riser elevation 1026.50) with a 24-inch outlet pipe (elevation 1024.00) directed easterly towards the Walnut Grove Swale. The 4-inch hole is protected from clogging by a trash grate that is connected to the outlet structure. The outlet structure also contains an open grate (elevation 1026.50) on top which does function through a 100-year design storm. An emergency spillway (elevation 1028.00) is also provided in the berm of the pond to allow for an emergency discharge from the pond due to the outlet pipe clogging or storm events above the 100-year design storm. The wet pond will be clay lined (minimum 2' thick) from the bottom of the pond (elevation 1018.00) through the 2-year storm peak elevation (elevation 1026.50). The clay liner from the outside of the safety shelf (elevation 1023.00) through the bottom of the pond (elevation 1018.00) does not have any material covering it. From the outside of the safety shelf (elevation 1023.00) to the top of the clay liner (elevation 1026.50) there shall be a minimum of four inches of topsoil to cover the liner and to allow for grass growth.

The south wet pond receives water from 18.78 acres of drainage area. During high rainfall or snow melts, the water level in the pond will temporarily rise and slowly drain down to the elevation of the outlet control structure. The water level is controlled by a 4-inch dewatering hole (elevation 1023.00). The outlet structure is a 60-inch concrete manhole (riser elevation 1026.00) with a 30-inch outlet pipe (elevation 1023.00) directed westerly towards Winkleman Road. The 4-inch hole is protected from clogging by a trash grate that is connected to the outlet structure. There are also four 11.0-inch holes (elevation 1024.25) to allow more discharge during larger rainfall events. The outlet structure also contains an open grate (elevation 1026.00) on top which does not function through a 100-year design storm. An emergency spillway (elevation 1026.00) is also provided in the berm of the pond to allow for an emergency discharge from the pond due to the outlet pipe clogging or storm events above the 100-year design storm. The wet pond will be clay lined (minimum 2' thick) from the bottom of the pond (elevation 1017.00) through the 2-year storm peak elevation (elevation 1024.50). The clay liner from the outside of the safety shelf (elevation 1022.00) through the bottom of the pond (elevation 1017.00) does not have any material covering it. From the outside of the safety shelf (elevation 1022.00) to the top of the clay liner (elevation 1024.50) there shall be a minimum of four inches of topsoil to cover the liner and to allow for grass growth.

The south dry pond receives water from 16.62 acres. The outlet is an 18-inch storm sewer (elevation 1023.80) directed westerly towards the existing Lisbon Road culvert. An emergency spillway (elevation (1028.00) is also provided in the berm of the pond to allow for an emergency discharge from the pond due to storm events above the 100-year design storm.

Responsibility. The Owner of the property, and their heirs and assigns, shall be the "responsible party" for the routine, ordinary, and long-term maintenance of all storm water practices, including, but not limited to those improvements shown on the plans.

Minimum Maintenance Requirements

Wet Detention Ponds

I. ROUTINE MAINTENANCE

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least three (3) times a year to prevent woody growth and control noxious weeds. Recommended mowing times are April, July and October of each year.
2. The Owner may more frequently mow areas, typically once every week to two weeks during a normal growing season, for aesthetic and allergy control purposes.
3. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons may not be required.
4. A 6 to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
3. Inspection priorities shall be as follows:
   a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
   b. Inspect the condition of the emergency spillway and overland flow path.
   c. Inspect the pond for accumulation of sediment.
   d. Inspect the outlet control structure for clogs, debris and material failures.
   e. Inspect upstream and downstream channels from an erosion perspective.
   f. Inspect any modifications that may have been done to the ponds following their initial construction.
   g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
   h. NO trees are to be planted or allowed to grow on the earthen berms.
4. As-built plans shall accompany the person responsible for the pond inspections.
5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:
   a. Inspectors name, affiliation and professional credentials if applicable.
   b. Date, time and weather conditions.
   c. Approximate rainfall total over a 24 hour period if applicable.
   d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
   e. Sediment depth at the outlet control structure and at a minimum one other location.
   f. Identification of potential structural failures and repair needs.
   g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.

h. Repair recommendations.

C. Leaf, Debris and Litter Removal.
   1. Debris, leaf accumulation and litter removal from the pond surface shall be completed at least once a month.
   2. Particular attention should be paid to debris and leaves accumulating around the outlet structure to prevent potential clogging.

D. Erosion Control.
   1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
   2. Corrective measures shall include regrading, filling and revegetation of the eroded or slumping areas.
   3. Permanent geosynthetic erosion matting (or rip rap) at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.

E. Nuisance Control.
   1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
   2. Maintaining the native grass perimeter will aide in the control of geese.
   3. Mechanical controls should be used when feasible.

II. NON-ROUTINE MAINTENANCE

A. Structural Repairs and Replacement.
   1. The outlets of the pond have been constructed utilizing ADS N-12 pipe and concrete end sections. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
   2. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.

B. Sediment Removal.
   1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to ensure that the design depth of the permanent water pool is maintained.
   2. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to ensure compliance with State standards and regulations.
   3. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

C. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Village of Hartland under the provisions listed within this Agreement.

III. RESPONSIBLE PARTY & FINANCIAL FUNDING

A. The responsible party for the operation, inspection and maintenance of the wet ponds shall be the condominium association of the subdivision.

B. It is recommended that the condominium association of the subdivision and their heirs and assigns establish or set aside a perpetual maintenance fund to ensure that the ponds are properly inspected, maintained and repaired.

IV. ADDITIONAL CONSIDERATIONS TO IMPROVE POND WATER QUALITY AND REDUCE MAINTENANCE COSTS.

A. General.
   1. Improper disposal of yard wastes will affect the water quality of the wet ponds and may cause clogging of the outlet structure.
   2. Improper fertilizer and pesticide application will affect the water quality of the wet ponds and add to algae growth.
   3. Excess lawn watering will affect the water quality of the ponds due to increased water runoff that may contain fertilizers and pesticides.

B. Yard Care.
   1. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.
   2. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.

C. Leaves and Yard Trimmings.
   1. It is recommended that leaves and yard trimmings be properly disposed of.
   2. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.

D. Lawn and Garden Fertilizers.
   1. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the ponds.
   2. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.

E. Lawn and Garden Pesticides.
   1. Lawn and garden pesticides may pollute surface and ground water.
   2. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.

F. Lawn Watering.
   1. Excess lawn watering will wash pollutants into the wet ponds.
   2. Refer to the U.W. Extension's "Lawn Watering" for further information.

G. Lawn Weed Control.
   1. Proper turf management will lower the amount of the chemicals that may runoff into the wet ponds during rain events.
   2. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

Private Storm Sewer Piping, Catch Basins, Field Inlets & Storm Manholes

I. Accumulated solids or byproduct removal requirements:
   A. Inlets are to be cleaned on an annual basis from May to June of each year.
   B. Inspect and remove leaf and other similar debris from private storm sewer structures from November to December each year.
   C. Inlets are to be cleaned utilizing vacuum equipment in accordance with Local and State regulations.

II. Identification of Safety Hazards
   A. Storm manholes may be considered "confined spaces" and appropriate "confined space entry" requirements must be met in accordance with Local and State regulations.

III. Cleaning and Inspection Schedule
   A. Inspect entire system including inlets, grates, manhole covers, and flared end sections on semi-annual basis for deficiencies. Said inspection shall take place in the spring and fall of each year.
   B. Spring inspection shall be completed prior to each spring-cleaning cycle.

IV. Inspection and Maintenance Checklist.
   A. Inspection shall include documenting and/or noting concerns and updates needed or completed.

V. Start up and Shutdown Procedures.
   A. Upon stabilization of worksite, all temporary erosion control measures shall be removed.

VI. Contingency Plan in event of System Failure.
   A. If stormwater inlets (or catch basins) cease functioning properly, inspect in the following order:
      1. Stormwater Inlets.
         a. Inspect inlet grate for blockage, clean as required.
         b. Inspect inlet outfall pipe for blockage, clean as required.
      2. Blockage in mainline storm sewer.
         a. Perform video inspection of mainline storm sewer.
         b. Clean and repair as required.