

Storm Water Management Maintenance Agreement

Document Number

Kwik Trip, Inc. as “Owner” of the property described below, in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Waukesha, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Waukesha of Storm Water and Erosion Control Permit termination, as described below.

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water and Erosion Control Permit termination by the City of Waukesha in accordance with Chapter 32 of the County Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional should verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha may require work to be done which differs from the report described in paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Waukesha of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ____ day of _____, 201_.

Owner:

Stephen D. Loehr, Vice President

Acknowledgements

State of Wisconsin:
County of La Crosse

Personally came before me this ____ day of _____, 2016, the above named Stephen D. Loehr to me known to be the person who executed the foregoing instrument and acknowledged the same.

Katie Klug
Notary Public, La Crosse County, WI
My commission expires:_____.

This document was drafted by:

**Kwik Trip
PO Box 2107
La Crosse, WI 54603**

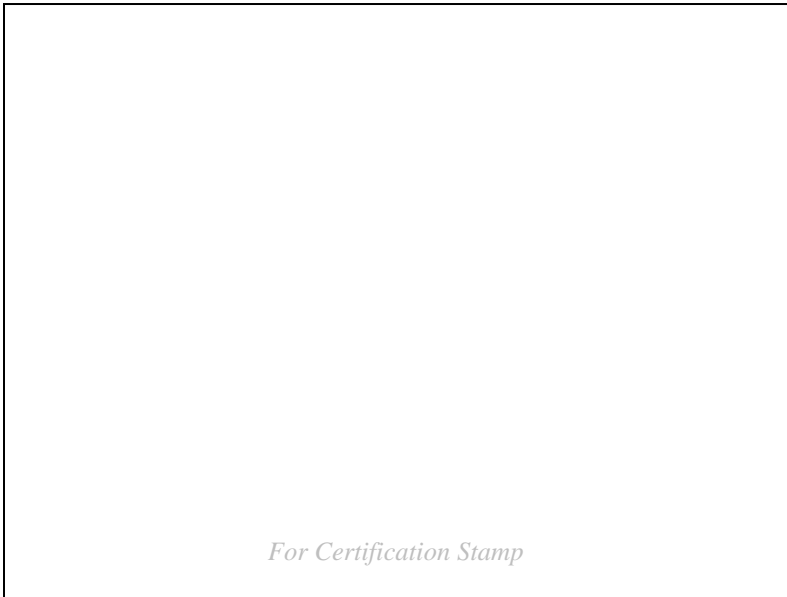


Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

A division of Lot 2 in Certified Survey Map No. 10718 and Lands, being a division of that part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

COMMENCING at the Southeast corner of the Southwest 1/4 of said Section 21; thence South 88°38'32" West along the South line of said Southwest 1/4 a distance of 186.19 feet to a point in the Reference line of Interstate Highway 94; thence South 81°55'27" West along said Reference line 1073.13 feet to a point; thence North 08°04'33" West 150.00 feet to a point; thence North 29°41'02" West 167.35 feet to a point in the South line of Golf Road; thence Northeasterly 374.17 feet along said South line and an arc of a curve whose center lies to the North, whose radius is 1004.93 feet and whose chord bears North 49°38'58" East 372.01 feet to a point; thence North 38°58'59" East along said South line 292.46 feet to the point of beginning of lands to be described; thence continuing North 38°58'59" East along said South line 253.13 feet to a point; thence Northeasterly 659.18 feet along said South line and an arc of a curve whose center lies to the Southeast, whose radius is 666.20 feet and whose chord bears North 67°19'44" East 632.61 feet to a point in the West line of North Grandview Boulevard; thence Southwesterly 337.11 feet along said West line and an arc of a curve whose center lies to the Southeast, whose radius is 1295.92 feet and whose chord bears South 06°04'04" West 336.16 feet to a point; thence South 01°23'04" East along said West line 198.44 feet to a point in the North line of Interstate Highway 94; thence South 42°20'34" West along said North line 267.11 feet to a point; thence South 63°36'25" West along said North line 161.24 feet to a point; thence North 47°02'39" West 529.99 feet to the point of beginning.

Containing 375,024 sq.ft. (8.6094 acres).

CERTIFIED SURVEY MAP NO. _____

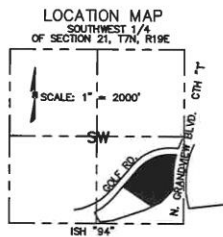
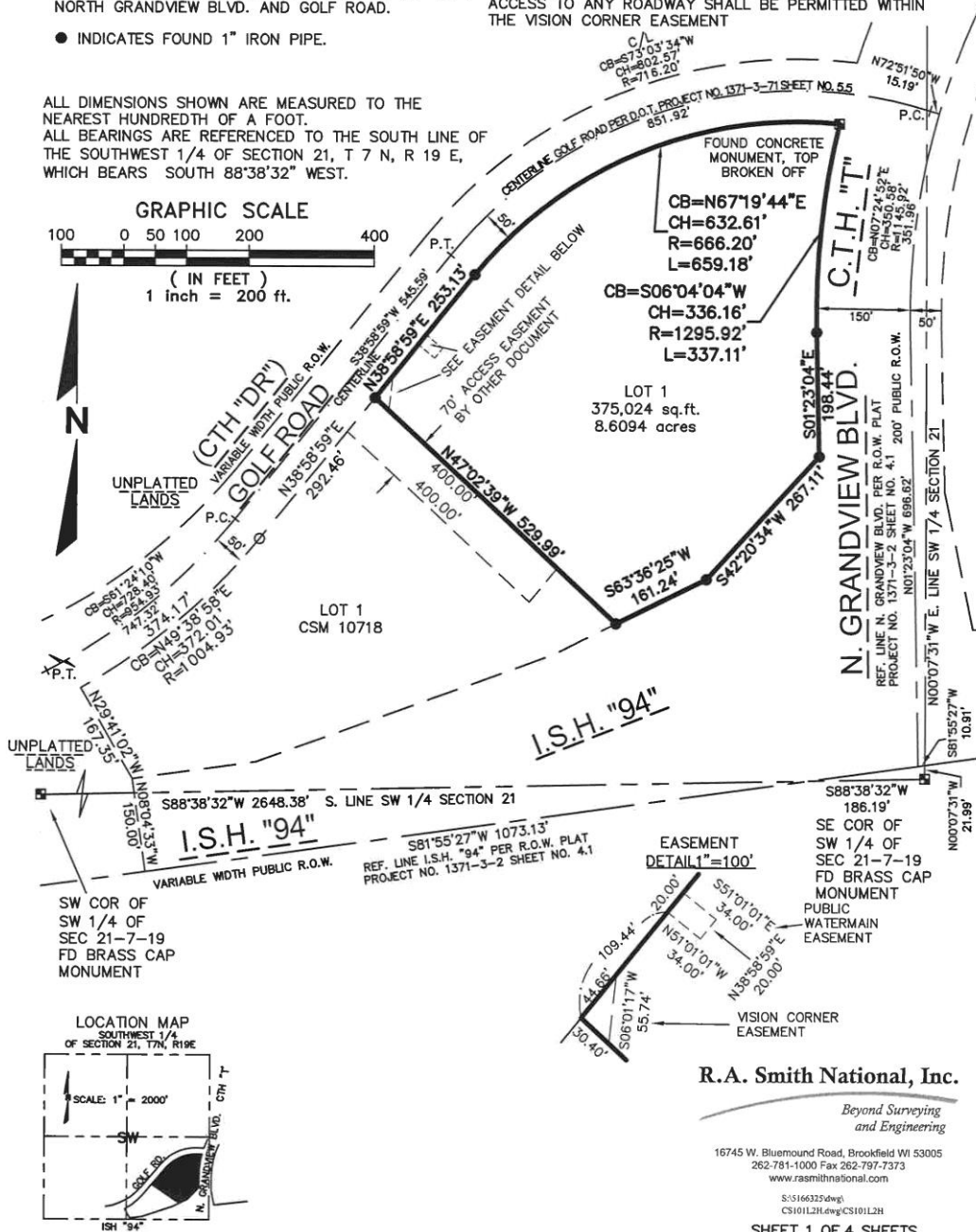
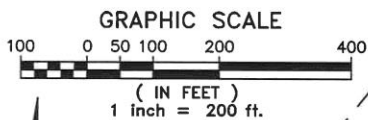
Lot 2 in Certified Survey Map No. 10718 and Lands, being a division of that part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

LOT 1 SHALL HAVE NO DIRECT ACCESS TO ISH "94", NORTH GRANDVIEW BLVD. AND GOLF ROAD.

● INDICATES FOUND 1" IRON PIPE.

THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, T 7 N, R 19 E, WHICH BEARS SOUTH 88°38'32" WEST.



R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

S:\5166325.dwg
CS1012H.dwg/CS1012H

SHEET 1 OF 4 SHEETS

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

An overview of the storm water management practices covered by this Agreement is depicted on Figure 1. Refer to the approved construction plans for additional details on the storm water management practices. The practices covered by this Agreement include two dry detention basins, one vegetated water quality swale, two underground water quality chambers, and two oil skimmer manholes. See Exhibit C for specific maintenance requirements for storm water management practices.

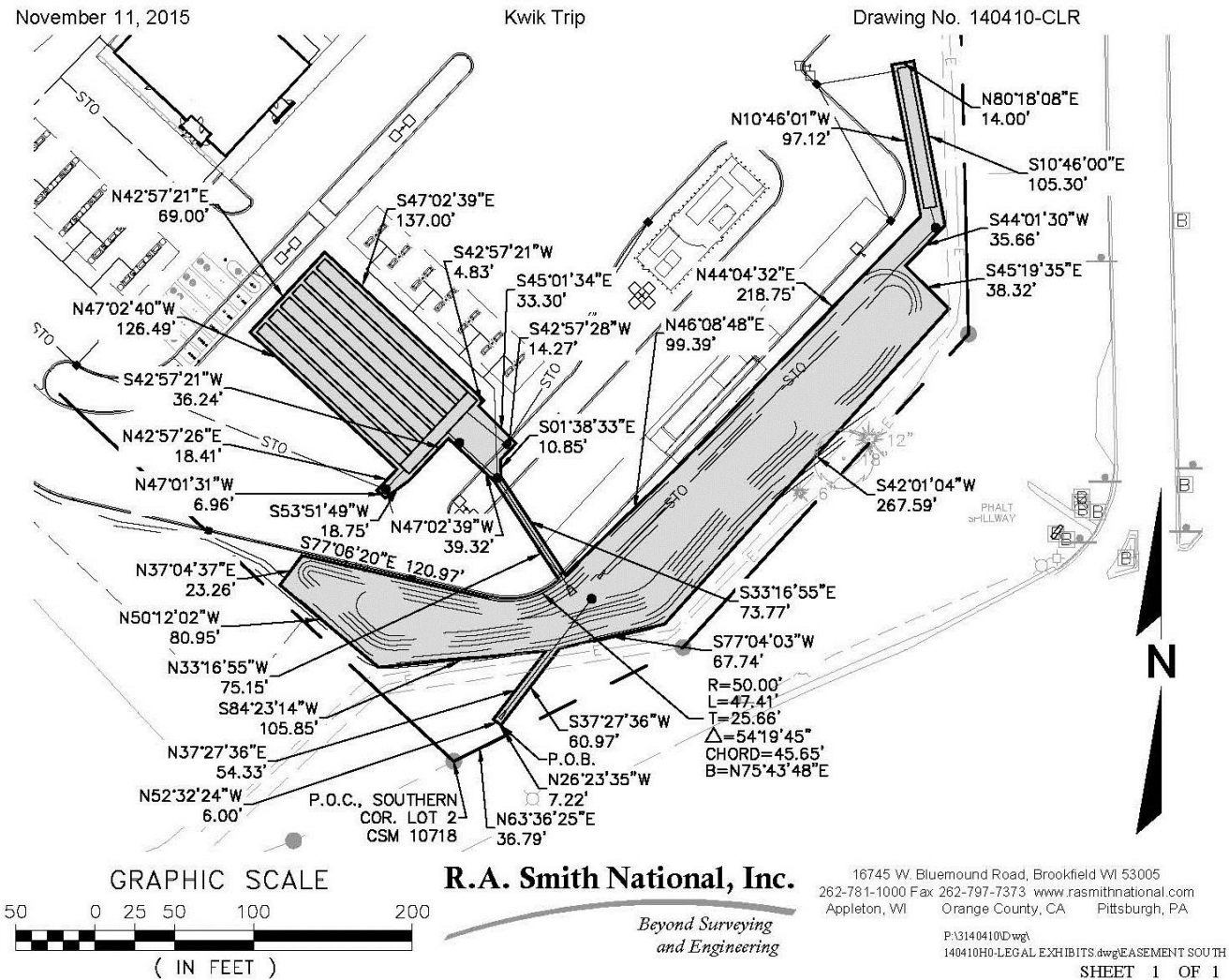
Figure 1 (CONT.) BMP MAINTENANCE EASEMENT BOUNDARY DESCRIPTIONS

BMP MAINTENANCE EASEMENT

Part of Lot 2 in Certified Survey Map No. 10718, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southern most corner of said Lot 2; thence North 63°36'25" East along the South line of said Lot 2 a distance of 36.79 feet to a point; thence North 26°23'35" West 7.22 feet to the point of beginning; thence North 52°32'24" West 6.00 feet to a point; thence North 37°27'36" East 54.33 feet to a point; thence South 84°23'14" West 105.85 feet to a point; thence North 50°12'02" West 80.95 feet to a point; thence North 37°04'37" East 23.26 feet to a point; thence South 77°06'20" East 120.97 feet to a point; thence Southeasterly 47.41' along the arc of a curve whose center lies to the North, whose radius is 50.00' and whose chord bears North 75°43'48" East 45.65 feet to a point; thence North 33°16'55" West 75.15 feet to a point; thence North 47°02'39" West 39.32 feet to a point; thence South 42°57'26" West 36.24 feet to a point; thence South 53°51'49" West 18.75 feet to a point; thence North 47°01'31" West 6.96 feet to a point; thence North 42°57'26" East 18.41 feet to a point; thence North 47°02'40" West 126.49 feet to a point; thence North 42°57'21" East 69.00 feet to a point; thence South 47°02'39" East 137.00 feet to a point; thence South 42°57'21" West 4.83 feet to a point; thence South 45°01'34" East 33.30 feet to a point; thence South 42°57'28" West 14.27 feet to a point; thence South 01°38'33" East 10.85 feet to a point; thence South 33°16'55" East 73.77 feet to a point; thence North 46°08'48" East 99.39 feet to a point; thence North 44°04'32" East 218.75 feet to a point; thence North 10°46'01" West 97.12 feet to a point; thence North 80°18'08" East 14.00 feet to a point; thence South 10°46'00" East 105.30 feet to a point; thence South 44°01'30" West 35.66 feet; thence South 45°19'35" East 38.32 feet; thence South 42°01'04" West 267.59 feet to a point; thence South 77°04'03" West 67.74 feet to a point; thence South 37°27'36" West 60.97 feet to the point of beginning.

Said land contains 38,456 square feet.



BMP MAINTENANCE EASEMENT

Part of Lot 2 in Certified Survey Map No. 10718 and lands, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Lot 2; thence South 88°36'55" West along the North line of said Lot 2 a distance of 15.73 feet to the point of beginning; thence South 10°00'42" West 9.97 feet to a point; thence South 26°26'56" West 85.18 feet to a point; thence North 47°02'39" West 36.19 feet to a point; thence North 08°23'07" East 153.23 feet to a point; thence North 18°37'51" West 48.08 feet to a point; thence North 08°50'22" East 76.09 feet to a point; thence South 88°52'17" East 84.44 feet to a point; thence South 10°00'42" West 212.49 feet to the point of beginning.

Said land contains 18,265 square feet.

November 10, 2015 Kwik Trip Drawing No. 140410-CLR

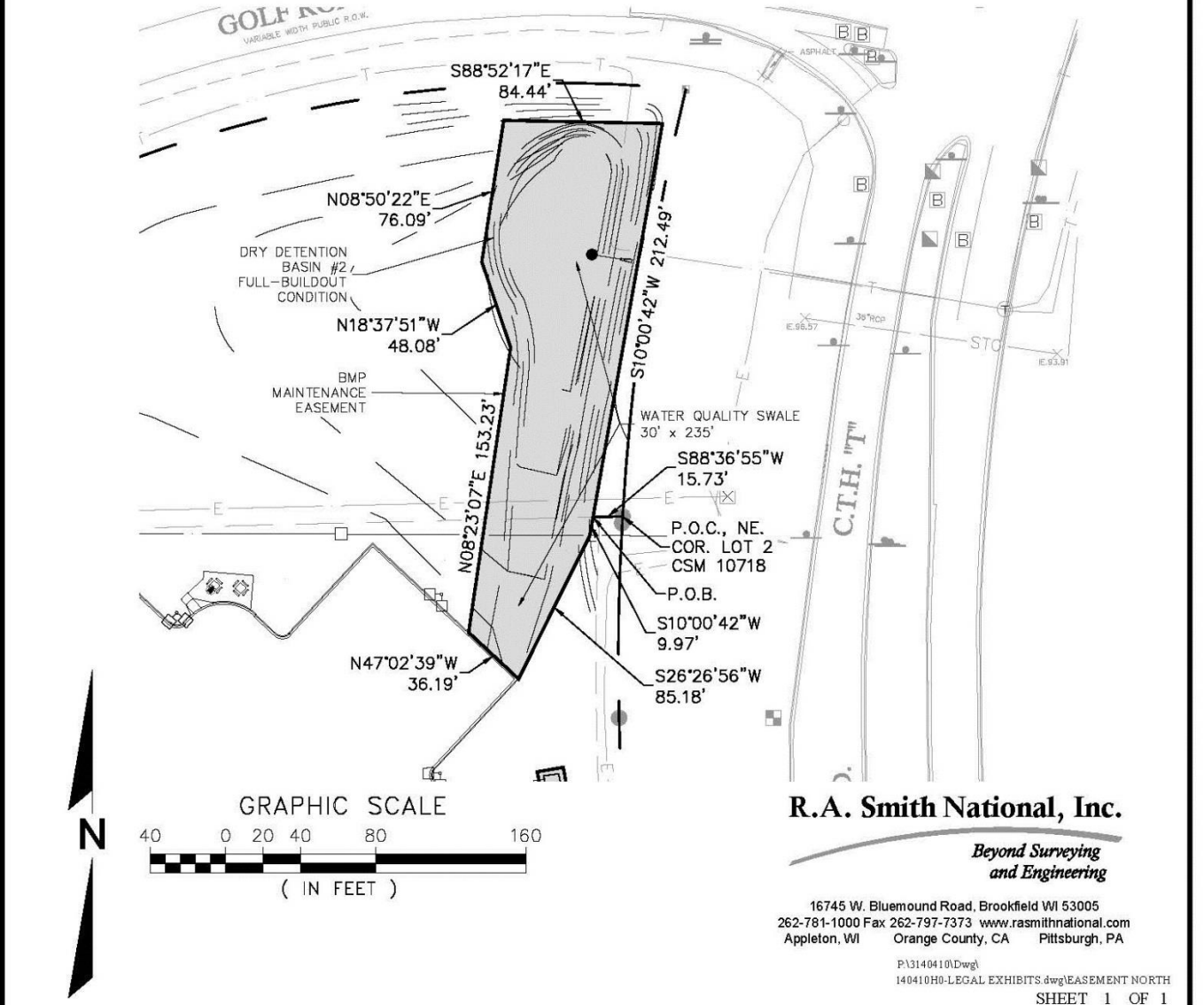


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B 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. The storm water practices listed in Exhibit B are all accessible for maintenance. 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 City of Waukesha. "As-built" construction drawings of the storm water practices, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Waukesha accepts verification of construction from the project engineer.

I. DRY DETENTION BASIN SYSTEM DESCRIPTION

Two Dry Detention Basins, #1 and #2, are incorporated into the design to address peak discharge attenuation. Dry basins were required due to the site's proximity to the Waukesha County Airport. Each basin discharges through an outlet structure to existing drainage features within the R/W as shown on Figure 1 in Exhibit B. Water Quality Swale #1 is incorporated within Dry Detention Basin #2 as shown on Figure 1 in Exhibit B to address water quality for runoff generated from the non-fueling area pavement in the northern part of the site. Dry Detention Basin #2 has been designed for a future full buildout condition. In the interim condition, additional storage volume is provided; both scenarios are shown on Figure 1 in Exhibit B. The grades for Water Quality Swale #1 are to be maintained in each condition.

General details for the two Dry Detention Basins are depicted in Figure 2. More detailed information on the approved design is on file with the City of Waukesha.

II. ROUTINE MAINTENANCE FOR DRY DETENTION BASINS

A. Inspections

1. Inspections of the dry detention basins shall be at a minimum of twice per year. Once in the Spring and once in the Fall. The inspection should be completed, preferably, during wet weather conditions to determine if the basins are functioning properly.
2. Inspection priorities shall include:
 - a. Visual observation of the basin and side slope integrity for subsidence, erosion, cracking and woody plant material growth (with the exception of the required, approved landscaping on the outward side of the basin berms).
 - b. Visual observation of the conditions of the outlet structure and emergency spillway.
 - c. Visual observation of accumulation of sediment and/or debris in the vicinity of the outlet structure and water quality swale.
 - d. Visual obstruction of the adequacy of downstream erosion protection measures.

B. Landscape Maintenance.

1. The pond will be landscaped in accordance with the approved landscape plan and will be maintained by a professional landscape maintenance contractor.
2. Periodic mowing of the grass swales and dry basins will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.

C. Debris and Litter Removal.

1. Debris and litter shall be removed from basin areas routinely.

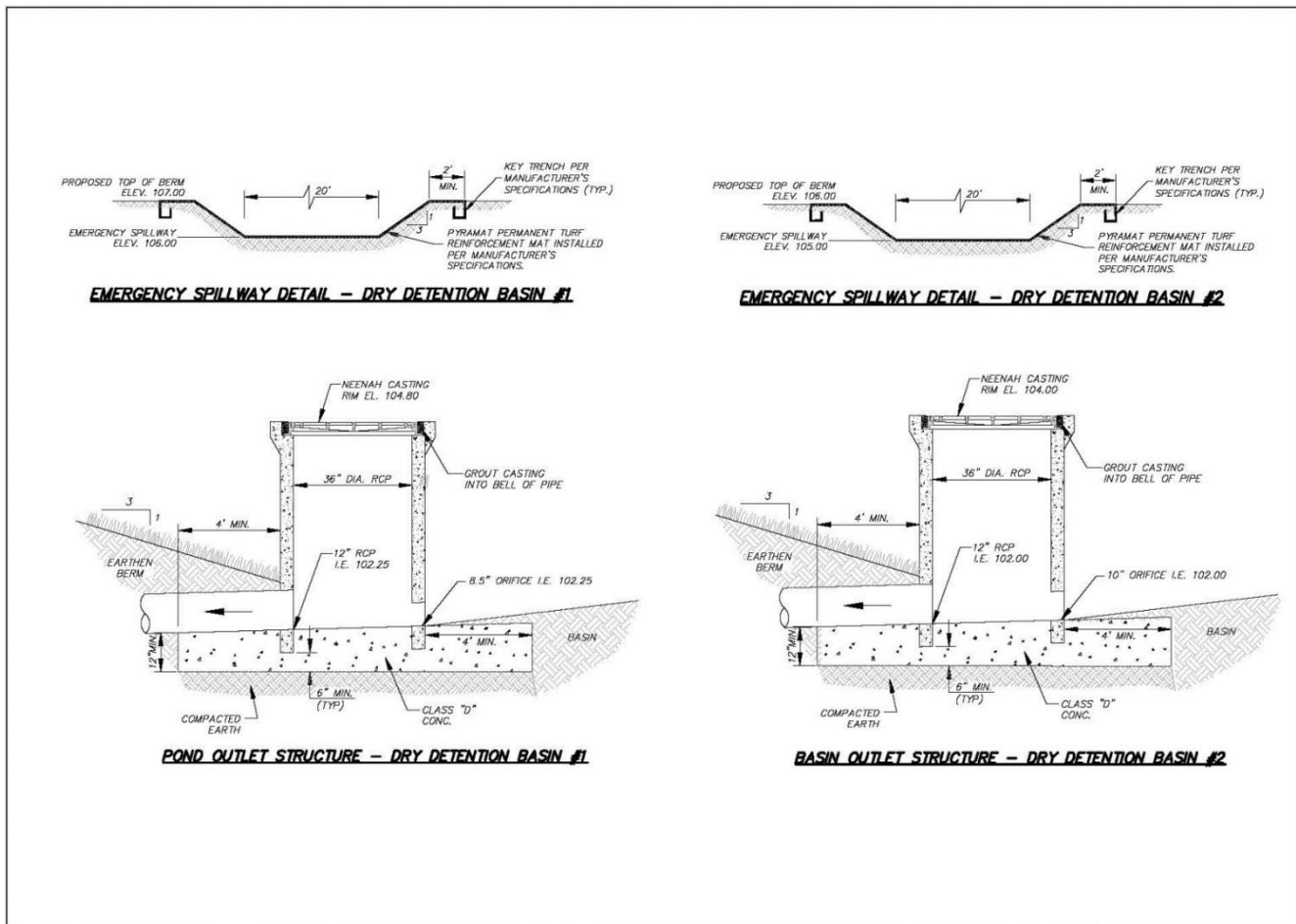
D. Erosion Control.

1. If the basin side slopes and emergency spillway suffer from slumping and/or erosion, correction measures such as re-grading, riprap replacement and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem.

E. Nuisance Control.

1. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR40. This may require eradication of invasive species in some cases.

FIGURE 2



Kwik Trip
STORES
Kwik Star
STORES

Kwik Trip, Inc.
P.O. BOX 2107
1808 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8888
FAX (608) 781-8900

R.A. Smith National
General Contracting
and Engineering
1000 Wisconsin Avenue, Suite 100
Madison, WI 53706-1000

DRY DETENTION BASIN DETAILS
CONVENIENCE STORE 184
WITH DIESEL
CITY OF WAUKESHA, WISCONSIN

NO.	DATE	DESCRIPTION
1.	03-24-09	REV. 1.00
2.	04-24-09	REV. 2.00
3.	05-24-09	REV. 3.00

DRAWN BY: _____ DATE: _____
SCALE: _____ SHEETS: _____
PROJECT NO.: _____ SHEET NO.: _____
DATE: _____ 7-10-09
SHEET: **FIGURE 2**

III. UNDERGROUND WATER QUALITY CHAMBER SYSTEM DESCRIPTION

There are two Underground Water Quality Chamber Systems (UGWQCS), #1 and #2, that have been designed to meet the required water quality for the site (80% TSS removal). UGWQCS #1 is comprised of two Oil Skimmer Manholes #1 and #2 that are incorporated into the design to aid in oil and grease removal from runoff generated in the fueling areas of the site, upstream of the system. UGWQCS #2 handles water quality for a smaller area that is outside of the fueling area and therefore does not have an oil skimmer. Each system discharges through an outlet structure prior to discharging to Dry Detention Basin #1 as shown on Figure 1 in Exhibit B.

General details for the two UGWQCS are provided in Figures 3 and 4. More detailed information on the approved design is on file with the City of Waukesha.

FIGURE 3

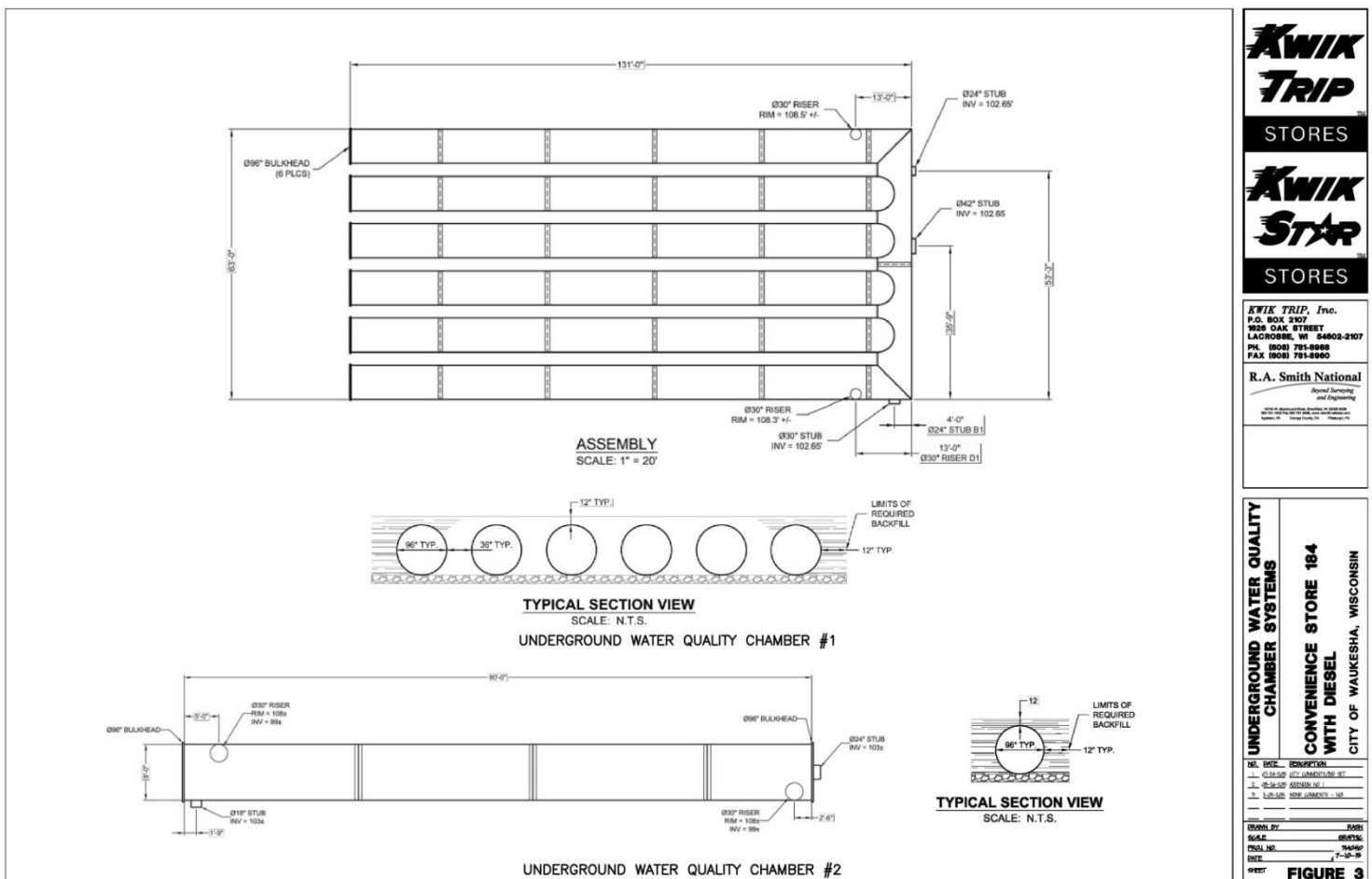
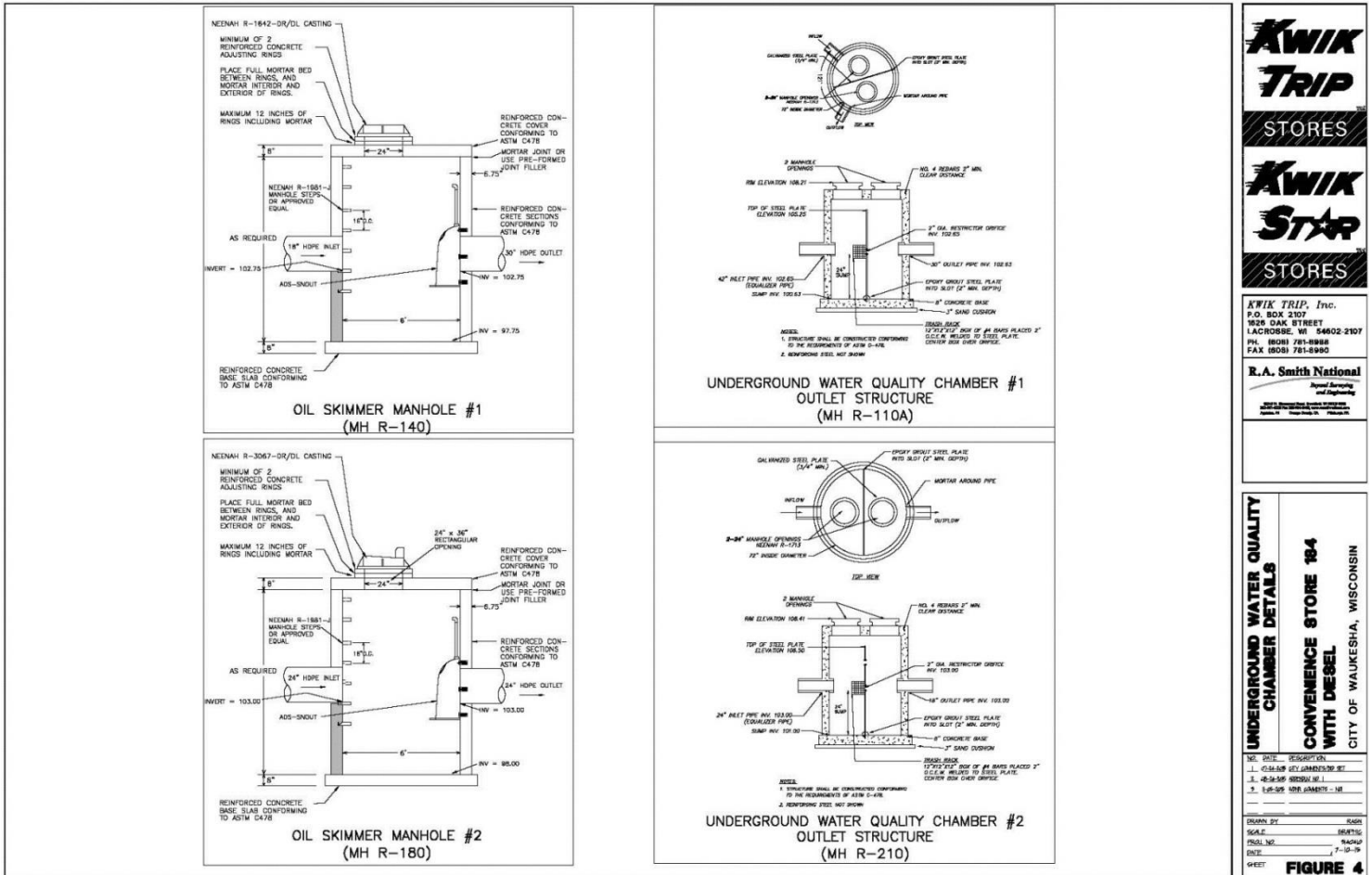


FIGURE 4



Kwik Trip STORES

Kwik Star STORES

Kwik Trip, Inc.
 P.O. BOX 2107
 1628 OAK STREET
 LACROSSE, WI 54602-2107
 PH. (800) 781-8988
 FAX (800) 781-8980

R. A. Smith National
 Award Winning
 and Engineering

UNDERGROUND WATER QUALITY CHAMBER DETAILS

CONVENIENCE STORE 184 WITH DIESEL

CITY OF WAUKESHA, WISCONSIN

NO. DATE DESCRIPTION
 1. 01-18-08 REV. DIMENSIONS SET
 2. 08-28-08 REVISED PER
 3. 1-8-09 MORE DIMENSIONS SET

DRAWN BY: SAGS
 SCALE: AS SHOWN
 PROJ. NO.: 184-01
 DATE: 1-1-09
 SHEET: **FIGURE 4**

IV. ROUTINE MAINTENANCE FOR UNDERGROUND WATER QUALITY CHAMBER SYSTEM

A. Oil Skimmer Manhole Manufacturer’s (ADS-SNOUT) Recommended Maintenance

- Monthly monitoring for the first year of a new installation after the site has been stabilized.
- Measurements should be taken after each rain event of .5 inches or more, or monthly, as determined by local weather conditions.
- Checking sediment depth and noting the surface pollutants in the structure will be helpful in planning maintenance.
- The pollutants collected in SNOUT equipped structures will consist of floatable debris and oils on the surface of the captured water, and grit and sediment on the bottom of the structure.
- It is best to schedule maintenance based on the solids collected in the sump.
- Optimally, the structure should be cleaned when the sump is half full (e.g. when 2 feet of material collects in a 4 foot sump, clean it out).
- Structures should also be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure.
- Maintenance is best done with a vacuum truck.
- In the case of an oil spill, the structure should be immediately.
- All collected wastes must be handled and disposed of according to local environmental requirements.

- To maintain the SNOUT hoods themselves, an annual inspection of the anti-siphon vent and access hatch are recommended. A simple flushing of the vent, or a gentle rodding with a flexible wire are all that's typically needed to maintain the anti-siphon properties. Opening and closing the access hatch once a year ensures a lifetime of trouble-free service.

B. UGWQCS Manufacturer's (CONTECH) Recommended Maintenance

Maintenance

Underground storm water systems should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size or configuration of the system.

Inspection

Inspection is the key to effective maintenance and is easily performed. CONTECH recommends on-going quarterly inspections of the accumulated sediment. Sediment deposition and transport may vary from year to year and quarterly inspections will help insure that systems are cleaned out at the appropriate time. Inspections should be performed more often in the winter months in climates where sanding operations may lead to rapid accumulations, or in equipment washdown areas. It is very useful to keep a record of each inspection.

Systems should be cleaned when inspection reveals that accumulated sediment or trash is clogging the discharge orifice. CONTECH suggests that all systems be designed with an access/inspection manhole situated at or near the inlet and the outlet orifice. Should it be necessary to get inside the system to perform maintenance activities, all appropriate precautions regarding confined space entry and OSHA regulations should be followed.

Cleaning

Maintaining an underground detention or retention system is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather.

Accumulated sediment and trash can typically be evacuated through the manhole over the outlet orifice. If maintenance is not performed as recommended, sediment and trash may accumulate in front of the outlet orifice. Manhole covers should be securely seated following cleaning activities.

V. INSPECTION REPORTS REQUIRED

The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the City of Waukesha Engineering Department on January 10th and July 10th each year.