

Storm Water Management Practice Maintenance Agreement

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

Parcel Identification Number(s)

WAKC1318064003

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 City 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 the 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 shall 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:

(Owners Signature)

(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 201_, the above named ____ [Owners name] _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

This document was drafted by:

For Certification Stamp

City of Waukesha Common Council Approval

Dated this ____ day of _____, 201_.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 201_, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

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.

Project Identifier: **Kwik Trip #1219** Acres: **4.29**

Date of Recording:

Map Produced By: **Chaput Land Surveys**

Legal Description: **Lot 3 of CSM 12166**

CSM 12166:

THAT I have surveyed, divided and mapped a division of Parcel 1 of Certified Survey Map No. 9033, part of the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Commencing at the Northeast corner of said Southeast 1/4 Section; thence South 00°15'58" East along the East line of said 1/4 Section 1495.88 feet to the point of beginning of lands described hereinafter; thence West along the North line of Outlot 2 of Trillium Hill 760.00 feet to a point; thence South 79°37'06" West along the North line of Outlot 1 of Trillium Hill 689.07 feet to a point; thence West along said North line 683.93 feet to a point; thence North 54°28'33" West along said North line 422.82 feet to a point on the East line of SAYLESVILLE RD. C.T.H. "X"; thence North 57°57'58" East along said East line 486.11 feet to a point; thence Northwesterly 436.05 feet along said East line and arc of a curve, whose center lies to the West whose radius is 380.00 feet, and whose chord bears North 01°29'52" West 412.52 feet to a point; thence North 34°22'18" West along said East line 122.27 feet to a point on the South line of SAYLESVILLE RD., C.T.H. "X"; thence Northeasterly 349.59 feet along said South line and arc of a curve, whose center lies to the Northwest whose radius is 2805.00 feet, and whose chord bears North 49°29'12" East 349.36 feet to a point on the South line of S.T.H. "59", LES PAUL PARKWAY; thence North 77°37'56" East along said South line 89.65 feet to a point; thence South 58°39'13" East along said South line 338.22 feet to a point; thence South 46°25'04" East along said South line 202.81 feet to a point; thence South 73°06'03" East along said South line 436.61 feet to a point; thence South 49°28'17" East along said South line 508.83 feet to a point; thence Southeasterly 635.71 feet along said South line and arc of a curve, whose center lies to the North whose radius is 2009.86 feet, and whose chord bears South 58°31'57" East 633.06 feet to a point on said East Section line; thence South 00°15'58" East along said East line 35.00 feet to the point of beginning.

Said lands as described contains 1,568,880 square feet or 36.0165 Acres.

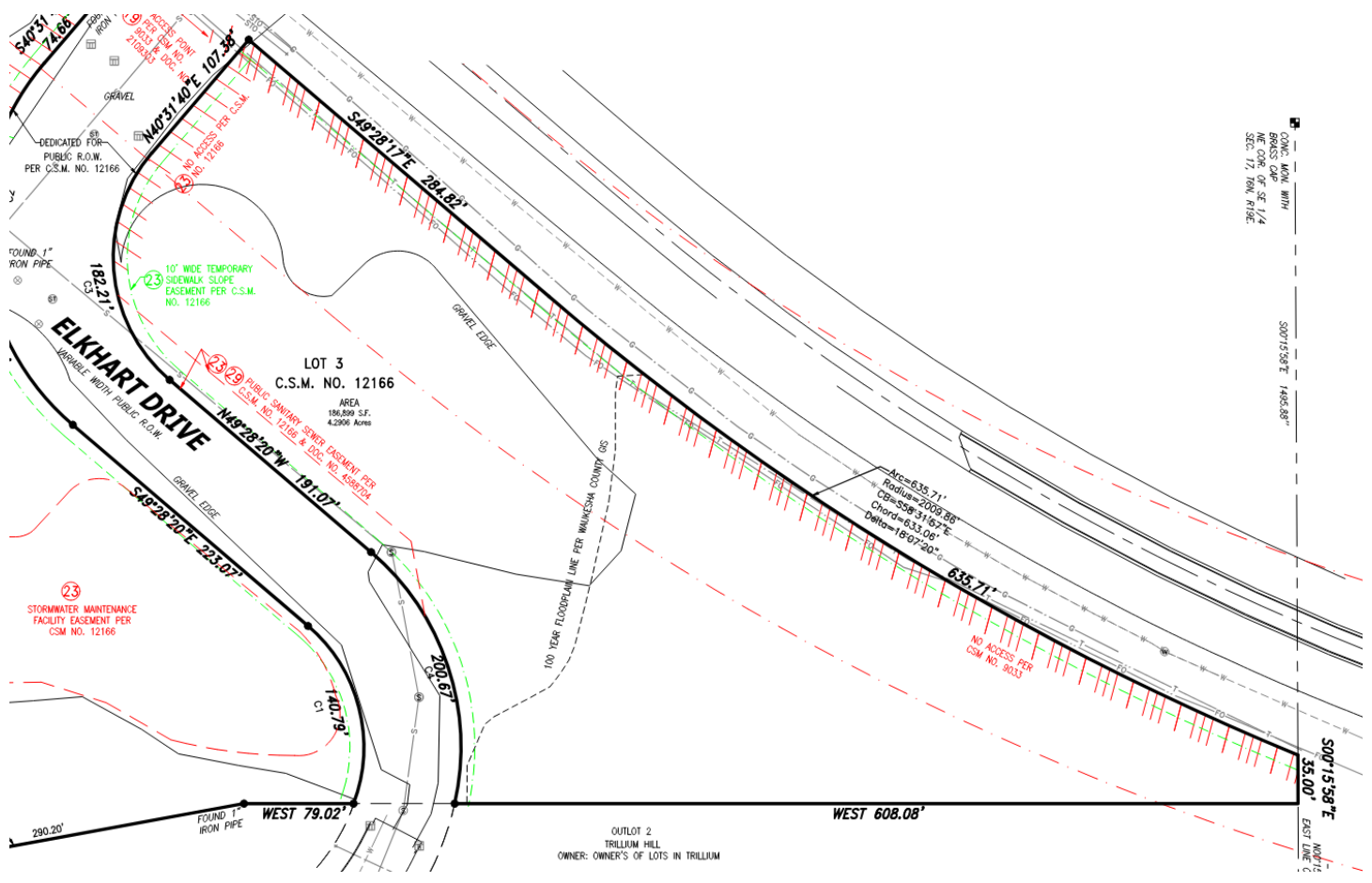


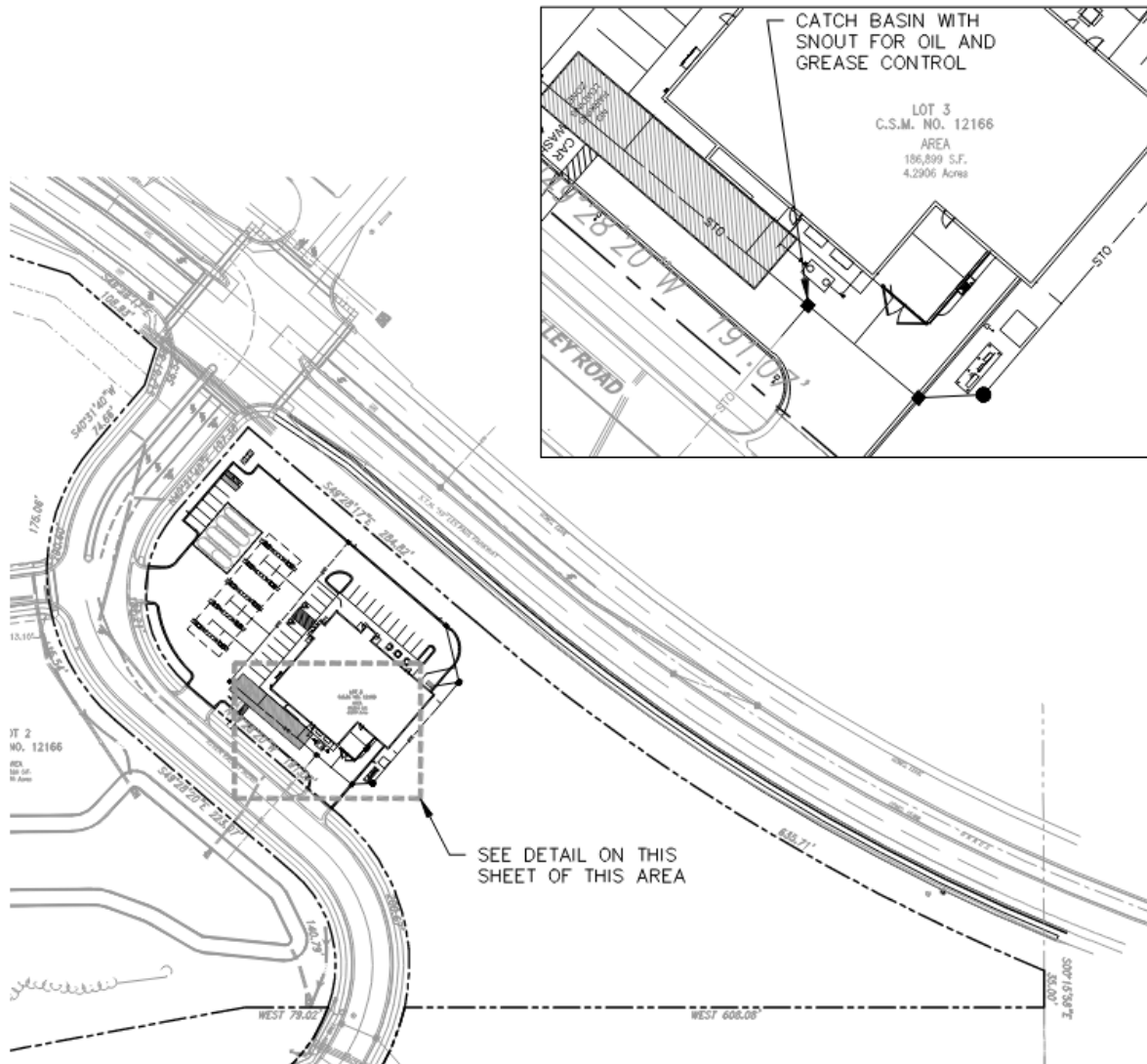
Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include one catch basin with snout sewer structures. All of the noted storm water management practices are located within a drainage easement, as noted in Exhibit A.

Subdivision Name: **Kwik Trip 1219**
Storm water Practices: **Catch Basin with snout**
Location of Practices: **Parcel described in Exhibit A**
Owners of Parcel: **Kwik Trip, Inc.**

Figure 1
Plan View of Storm Water Practices



Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area. See subdivision plat for details on location.

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. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. 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.

System Description:

The last storm sewer catch basin prior to leaving the site has a sump and snout to control oil pollution. Once the runoff leaves the site, it will be further treated at a regional pond (covered by a separate Agreement). To ensure the storm water regulations are met, the snouts must be maintained as specified in this Agreement.

“As-built” construction drawings of the catch basin with the snout. 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.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. The catch basin with the snout and adjacent pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. The catch basin with the snout shall be checked for a buildup of oil semiannually. The oil and grease shall be removed and disposed of in a lawful manner.
3. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
4. 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 attention of the City Engineer at the City of Waukesha Engineering Department on January 10th and July 10th each year.

Addendum 1
Storm Water Management Practice
Maintenance Agreement

Document number

The purpose of this addendum is to record verified “as-built” construction details, supporting design data and permit termination documentation for the storm water management practice(s) located on Outlot 1 of the Highland Preserve Subdivision, described as being all that part of the Southwest Quarter (SW ¼) of Section 4, Township 8N, Range 19E (Town of Lisbon) Waukesha County, Wisconsin. This document shall serve as an addendum to document # _____, herein referred to as the “Maintenance Agreement”. This addendum includes all of the following exhibits:

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention basin.

Exhibit E: As-built Survey – shows detailed “as-built” cross-section and plan view of the wet detention basin.

Exhibit F: Engineering/Construction Verification – provides verification from the project engineer that the design and construction of the wet detention basin complies with all applicable technical standards and Waukesha County ordinance requirements.

Exhibit G: Storm Water Management & Erosion Control Permit Termination – provides certification by the City of Waukesha that the Storm Water and Erosion Control Permit for the above noted site has been terminated.

Dated this ___ day of _____, 201_.

Owner:

[Owners Signature – per the Maintenance Agreement]

[Owners Typed Name]

WAKC1318064003

Parcel Identification Number(s) – (PIN)

Name and Return Address

Acknowledgements

State of Wisconsin County of Waukesha

Personally came before me this ___ day of _____, 201_, the above named ___[Owners name]___ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]

Notary Public, Waukesha County, WI

My commission expires: _____.

This document was drafted by:

[Name and address of drafter]

For Certification Stamp

Exhibit D Design Summaries BMP

Project Identifier: Kwik Trip 1219 **Property Size:** 4.29 Acres
Number of Runoff Discharge Points: 1 **Watershed (ultimate discharge):** Fox River
Watershed Area (including off-site runoff traveling through project area): 1.21 Acres

Watershed Data Summary. The following is the design detail for the catch basin with the snout.

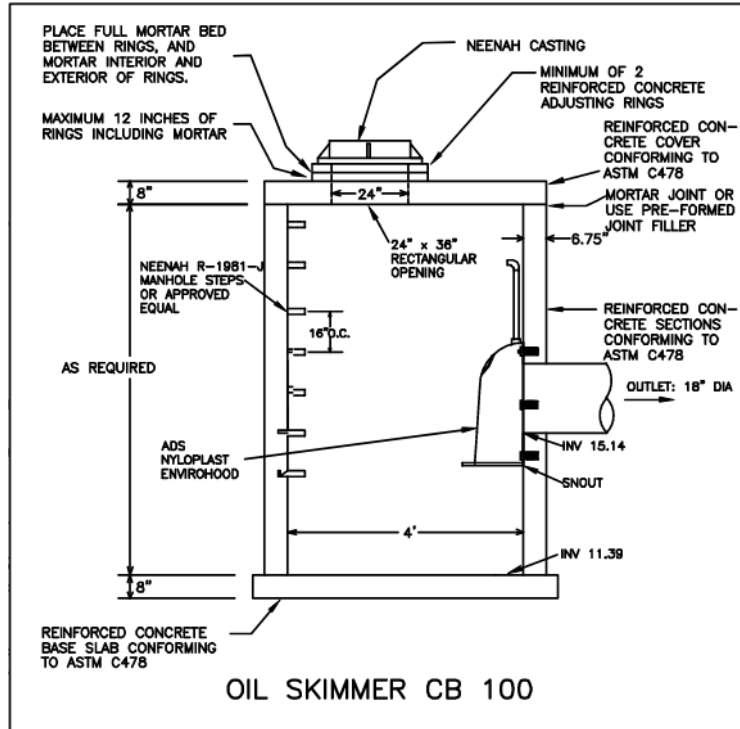


Exhibit E
As-built Survey

Project Identifier: **Kwik Trip #1219**
Storm water Practice: **Catch Basin with snout**
Location of Practices: **Parcel described in Exhibit A**
Owners of Parcel: **Kwik Trip, Inc.**

Exhibit “F”
Engineering/Construction Verification

DATE: _____

TO: City of Waukesha

FROM: _____ [Project Engineer’s Name/Company]

RE: Engineering/Construction Verification for the following project:
Project Name: _____
Section _____, Town of _____
Storm Water Management & Erosion Control Permit # _____
Storm Water Management Practices: _____

For the above-referenced project and storm water management practices, this correspondence shall serve as verification that: 1) all site inspections outlined in approved inspection plans have been successfully completed; and 2) the storm water management practice design data presented in Exhibit D, and the “as-built” construction documentation presented in Exhibit E comply with all applicable state and local technical standards, in accordance with the City of Waukesha Storm Water Management and Erosion Control Ordinance.

[Must include one of the following two statements:]

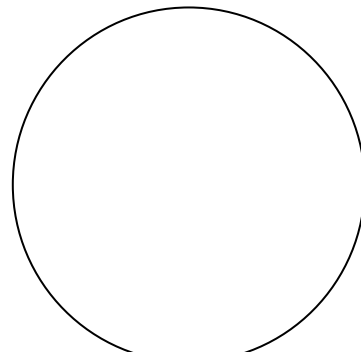
1. Any variations from the originally approved construction plans are noted in Exhibit E. These variations are considered to be within the tolerances of standard construction techniques and do not affect the original design as presented in Exhibit D in any way.

[Note: The City may request additional documentation to support this statement depending on the extent of deviations from the approved plans.]

Or

2. Any design or construction changes from the originally approved construction plans are documented in Exhibits D and E and have been approved by the City of Waukesha.

[Note: If warm season and wetland planting verification is required, it may be included in this exhibit.]



(Signed P.E. stamp must be included)

Exhibit G
Storm Water Management and Erosion Control Permit Termination

Project Identifier: Kwik Trip #1219

Location: Lot 3 of CSM 12166

Storm Water Management and Erosion Control Permit Holder's Name: Kwik Trip, Inc.

Storm Water Management & Erosion Control Permit #: _____

Chapter 32 – City of Waukesha Storm Water Management and Erosion Control requires that all newly constructed storm water management practices be maintained by the Storm Water and Erosion Control Permit Holder until permit termination, after which maintenance responsibilities shall be transferred to the responsible party identified on the subdivision plat [or CSM] and referenced in this Maintenance Agreement.

Upon execution below, this exhibit shall serve to certify that the Storm Water Permit Holder has satisfied all requirements of the Storm Water Management and Erosion Control Ordinance and that the City of Waukesha has terminated the Storm Water Management and Erosion Control Permit for the property covered by this Maintenance Agreement.

Dated this ____ day of _____, 201_.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ____ day of _____, 201_, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires: _____