

Storm Water Management Practice Agreement

Document Number

RT Sunset, LLC, as "Owner" of the property described below, in accordance with City of Waukesha Municipal Code, agrees to maintain storm water management practice(s) on the subject property in accordance with approved plans. 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.

Name & Return Address: City of Waukesha 130 Delafield St. 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 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. Upon written notification by City of Waukesha or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the City of Waukesha, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Waukesha 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.
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 _____, 20____.

Owner:

(Owners Signature)

RT Sunset, LLC

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this _____ day of, 20__, 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: _____

This document was drafted by:

Scott Ody, PE

Key Engineering Group, LTD.

735 N. Water St. Ste. 510

Milwaukee, WI 53202

Approved for recording: _____
[Initials of Municipal staff]

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 City of Waukesha Clerk's Office.

Project Identifier: 120 East Sunset Drive

Date of Recording: 06/17/2013

Map Produced By: Key Engineering Group

Legal Description:

PARCEL 1:

All that part of the Southwest $\frac{1}{4}$ of Section 11, Town 6 North, Range 19 East, City of Waukesha, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Section 11; thence North $0^{\circ} 03' 15''$ West along the West line of said Section 11, 280.02 feet; thence North $88^{\circ} 30'$ East, 33.02 feet to the East right-of-way line of South East Avenue (C.T.H. "F"); said point being the point of beginning of the lands herein to be described; thence continuing North $88^{\circ} 30'$ East, 140.00 feet; thence South $0^{\circ} 03' 15''$ East, 220.00 feet to the North right-of-way line of Sunset Drive (C.T.H. "A"); thence North $88^{\circ} 30'$ East along said North right-of-way line, 828.00 feet; thence North $0^{\circ} 03' 15''$ West, 562.06 feet to the former South line of the City of Waukesha School property; thence South $88^{\circ} 19' 04''$ West along said South line and South line extended, 968.08 feet to the East right-of-way line of South East Avenue (C.T.H. "F"); thence South $0^{\circ} 03' 15''$ East along said East right-of-way line 338.98 feet to the point of beginning.

PARCEL 2:

Non-exclusive easement for the benefit of Parcel 1, created by cross easement agreement entered into by and between W. T. Corporation, a Wisconsin corporation, and Marion August, as Trustee of Trust No. 108, dated August 4, 1969 and recorded October 22, 1969 in Volume 1175 of Deeds on Page 644, as Document No. 749972, as amended by Document No. 1142201 and Document No. 1325590 and Document No. 1979306 and Document No. 1980394, for ingress and egress as provided for therein.

SEE NEXT PAGE FOR MAP

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 two ADS Stormtech underground detention systems and all associated pipes and other components of this practice. All of the noted storm water management practices are located within the subject site, as noted in Exhibit A.

Project Identifier: 120 East Sunset Drive

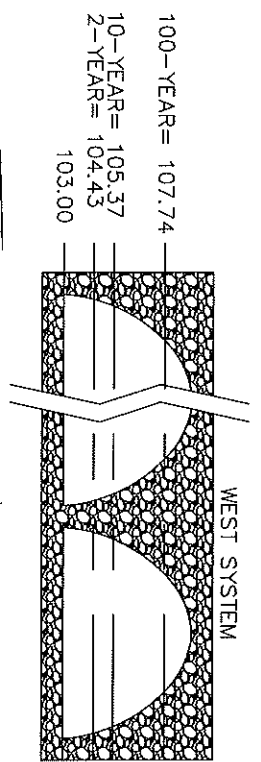
Storm water Practices: ADS Stormtech Underground Detention (2)

Location of Practice: South end of parking lot

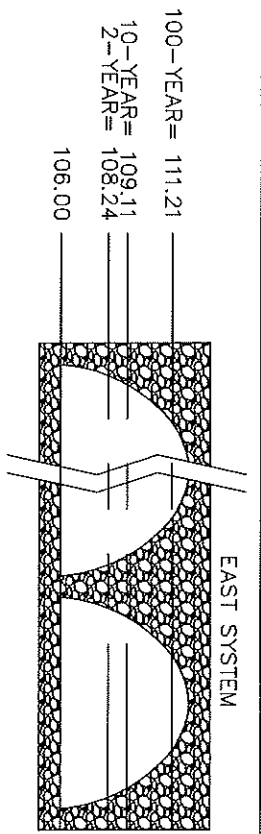
Owners: RT Sunset, LLC

Plan View of Storm Water Practices

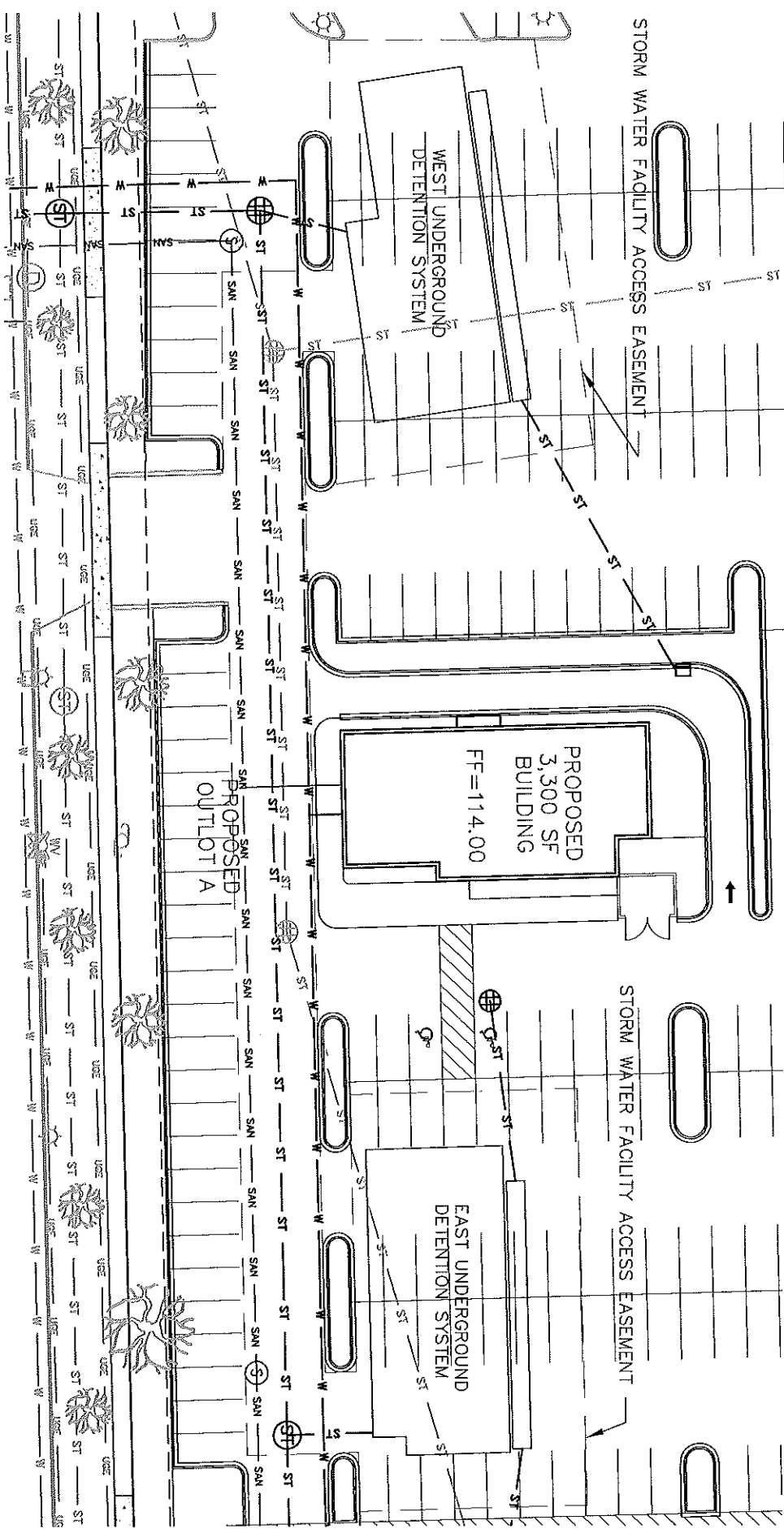
SEE NEXT PAGE FOR MAP



100-YEAR = 107.74
 10-YEAR = 105.37
 2-YEAR = 104.43
 103.00



100-YEAR = 111.21
 10-YEAR = 109.11
 2-YEAR = 108.24
 106.00



DESIGNED BY	SAO	DATE	12/18/2014
DRAWN BY	SAO	PROJECT	2304010
APPROVED BY	SAO	SHEET NO.	1
CAD FILE	W:\98777\98777.dwg		
NAME	W:\98777\98777.dwg		

EXHIBIT 2
 PROPOSED STORM PRACTICES EXHIBIT
 120 EAST SUNSET DRIVE
 ENDEAVOUR CORP.
 WAUKESHA, WISCONSIN



Exhibit B2 – Legal Description of Storm Water Detention Facility

Project Identifier: 120 East Sunset Drive

Storm water Practices: ADS Stormtech Underground Detention (2)

Location of Practice: South end of parking lot

Owners: RT Sunset, LLC

PROPOSED CITY STORM WATER EASEMENT:

Located in the Southwest ¼ of Section 11, Town 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence North 88° 27' 25" East along the South line said ¼ Section, 229.46 feet; thence North 00° 13' 48" East, 60.05 feet to a point on the North line of Sunset Drive and the point of beginning of this easement; thence North 00° 13' 48" East, 53.10 feet; thence North 88° 32' 33" East, 637.51 feet; thence North 01° 28' 00" West, 228.44 feet; thence North 88° 13' 33" East, 104.38 feet; thence North 00° 03' 45" West, 280.96 feet; thence North 88° 16' 10" East, 34.25 feet; thence South 00° 06' 09" East, 300.93 feet; thence South 88° 13' 33" West, 118.35 feet; thence South 01° 28' 00" East, 228.55 feet; thence South 88° 32' 33" West, 638.10 feet; thence South 00° 13' 48" West, 33.06 feet to a point on the North right-of-way line of Sunset Drive; thence 88° 27' 06" West along said North line, 20.01 feet to the point of beginning.

PROPOSED STORM WATER EASEMENT:

Located in the Southwest ¼ of Section 11, Town 6 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence North 88° 27' 25" East along the South line said ¼ Section 313.99 feet; thence North 01° 34' 05" West, 60.03 feet to a point on the North right-of-way line of Sunset Drive and the point of beginning of this easement; thence North 01° 34' 05" West, 32.31 feet; thence South 89° 07' 49" West, 51.28 feet; thence North 00° 52' 11" West, 20.50 feet; thence South 81° 29' 02" West, 66.89 feet; thence North 08° 30' 58" West, 73.34 feet; thence North 81° 29' 02" East, 122.28 feet; thence South 08° 30' 58" East, 73.34 feet; thence South 81° 29' 02" West, 40.25 feet; thence South 00° 52' 11" East, 7.51 feet; thence North 89° 07' 49" East, 225.14 feet; thence North 01° 32' 54" West, 5.94 feet; thence South 88° 27' 06" West, 18.96 feet; thence North 01° 32' 54" West, 73.34 feet; thence North 88° 27' 06" East, 113.59 feet; thence South 01° 32' 54" East, 73.34 feet; thence South 88° 27' 06" West, 79.63 feet; thence South 01° 32' 54" East, 21.12 feet; thence South 89° 07' 49" West, 169.24 feet; thence South 01° 49' 09" East, 31.90 feet to a point on the North right-of-way line of Sunset Drive; thence South 88° 27' 06" West along said North line, 34.94 feet to the point of beginning.

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.

System Description (ADS Stormtech Underground Detention Systems (2)):

The ADS Stormtech underground detention systems are designed to trap 40%+ of sediment in runoff and post-development peak flows to less than the 1969 pre-development runoff release rates. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement.

The west system receives runoff from a 1.595 acre drainage area. The east system receives runoff from a 1.417 acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structures. The water level is controlled by an outlet structure in parking lot immediately after the underground system. The outlet structure is a manhole with a concrete weir with orifices built in. The orifice controls the water level and causes the pond to temporarily rise during runoff events. "As-built" construction drawings of the systems, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after the City 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. Outlet structure shall be checked monthly to ensure there is no blockage from floating debris or ice, in front of the orifices in the restrictor structures. Any blockage must be removed immediately.
2. Outlet Structures must be inspected after a heavy rain (minimum of bi-annually required in April and October) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up downstream.
3. Performance of the underground detention systems should be inspected monthly and after every major storm event, following the initial construction to evaluate if the basin is draining within the design time limits. If performance does not meet the design goals, complete repairs to the facilities to meet the design requirements.
4. Following the initial year of monthly inspections, annual inspection of the facilities should be made. Inspect the facilities for: Erosion, Leakage, Condition of the catch basins and outlet structure, and Sediment accumulation.
5. Seasonal (early spring) inspection of the soil surface for the presence of sodium accumulation due to the introduction of chlorides for winter maintenance of the parking lot shall occur. It is also recommended that the soil be flushed with 1" of clean water 3-4 times each spring.
6. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City under the provisions listed on page 1 of this Agreement.
7. Isolator Row shall be maintained in accordance with StormTech's Operations & Maintenance Manual.
8. Isolator Row shall be cleaned with the JetVac process. JetVac process shall only be performed on Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone as described in Section 2.2 of StormTech's Operations & Maintenance Manual
9. Isolator Rows shall be maintained as described in Section 3.0 of StormTech's Operations & Maintenance Manual as reiterated here:
 - Step 1) Inspect Isolator Row for sediment
 - A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser