

## Storm Water Management Practice Maintenance Agreement

KT Real Estate Holding, LLC, as successor in interest to Convenience Store Investments, a Wisconsin limited partnership, and 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) and Maintenance Plan – shows an accurate location of each storm water management practice affected by this Agreement and 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.

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 B.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit B, 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 B. 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

Name and Return Address

City of Waukesha  
201 Delafield Street  
Waukesha, WI 53188

Parcel Identification Number(s)

XXXXXX

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 \_\_\_\_\_, 202\_.

**Owner:**

\_\_\_\_\_  
(Owners Signature)

\_\_\_\_\_  
(Owners Typed Name)

## Acknowledgements

State of Wisconsin:  
County of La Crosse

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_.

Notary Public, La Crosse County, WI  
My commission expires:\_\_\_\_\_.

**This document was drafted by:  
Christopher White, P.E.  
R.A. Smith, Inc**

*For Certification Stamp*

City of Waukesha Common Council Approval

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Gina Kozlik, City Clerk

**Acknowledgements**

State of Wisconsin:  
County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, 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

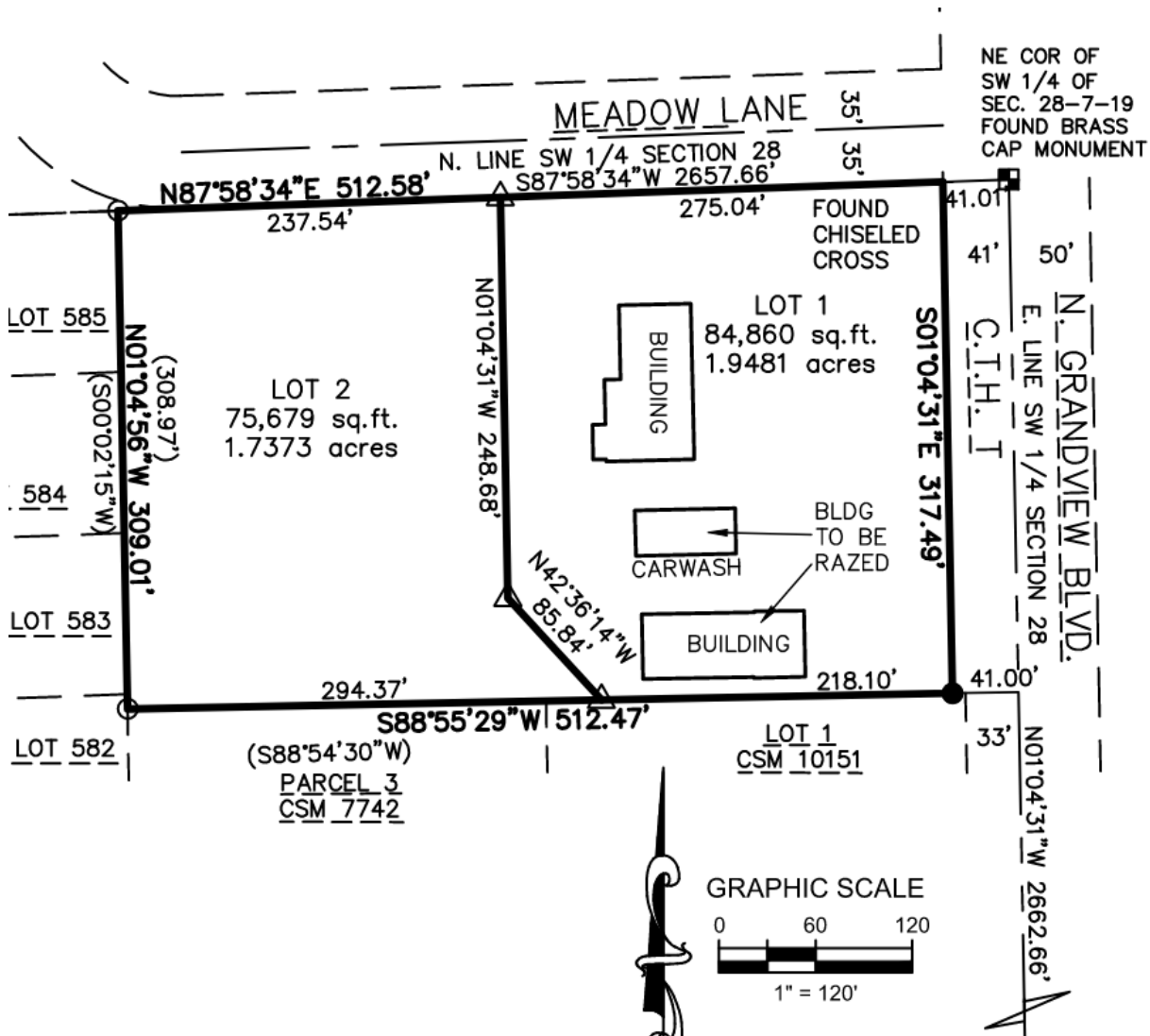
The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: **Kwik Trip #425**      Acres: **1.948**

Date of Recording:

Map Produced By: **RA Smith, Inc.**

Legal Description: A division of Lot 1, in Certified Survey Map No. 9874 and Lots 1 & 2, in Certified Survey Map No. 9948, being in the Northeast 1/4 of the Southwest 1/4 of Section 28, in Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.



**EXHIBIT B**1626 Oak St., P.O. Box 2107  
La Crosse, WI 54602[www.kwiktrip.com](http://www.kwiktrip.com)**Post Construction Long Term Maintenance Plan for  
Kwik Trip # 425: Waukesha, WI****System Description:**

The site consists of a series of stormwater conveyances through sheet draining and piping. The site drains to multiple catch basins on before entering the city storm sewer system. Runoff accumulating from the north side of the site can enter the underground detention system

**System Maintenance****Catch Basin / Manhole and Oil Skimmer**

- The facility structure is to be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure's cover or grate needs to be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates shall be checked for missing or broken members of the grate.
- Ladder shall be inspected for missing rungs, wall attachments, rust, cracks or sharp edges.
- The structure bottom and pipes shall be clear of vegetation and debris.
- Remove sediment when it is within 12 inches from the lowest pipe invert or 50% of sump depth.

**Trench Drain**

- The facility structure is to be checked annually for signs of damage and cracks to top grate.
- The structure bottom and walls shall be checked for cracks.
- Metal grates shall be free of debris and vegetation.
- Grates shall be checked for missing or broken members of the grate.
- The structure bottom and pipes shall be clear of sediment and debris.

**OUR MISSION**

*To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.*

## \*\*NOTE

- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Kwik Trip's Environmental Department. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Tasks	Catch Basin	Outflow Control Structures	Schedule
Inspection	X	X	Annual
System Clean Out	X	X	1 Time per 4 years









### Kwik Trip Stormwater BMP Inspection

Store #: 425

Number of BMPs: 6

Location (City, State): Waukesha, WI

Weather: \_\_\_\_\_

Inspection date: \_\_\_\_\_

Inspection By: \_\_\_\_\_

#### Inspection Results:

<u>Maintenance Required:</u>	YES	NO	N/A	<u>Maintenance Required:</u>	YES	NO	N/A
Infall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Woody Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outfall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sparse/Weedy Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Infiltration Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depth/Sediment Accumulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Algae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basin Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invasive Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Shelf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Pool Leve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other			

\*\*Attach pictures on last page\*\*

#### Communication Notes

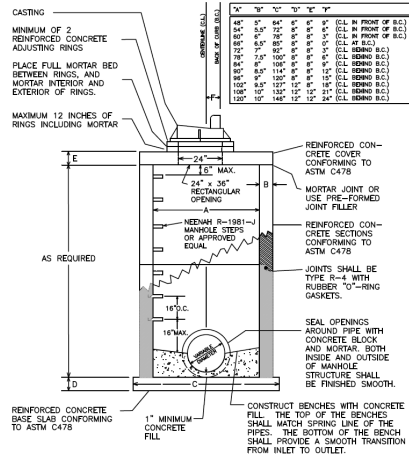
Phone  Fax  Written  E-Mail  Personal Discussion

To whom: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Catch Basin/Manhole

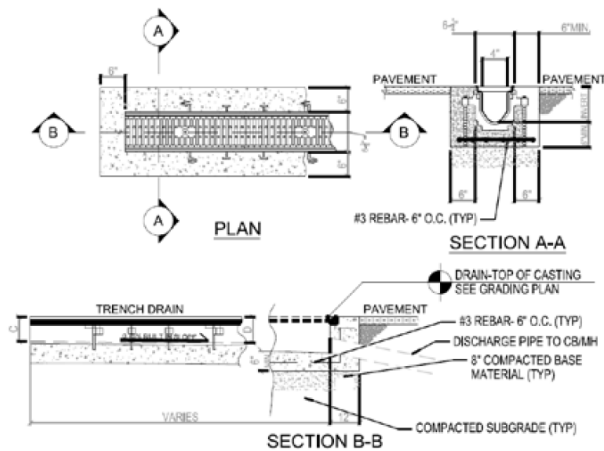
Quantity: 05



- Casting
- Adjustment rings and mortar
- Concrete cover and mortar
- Steps (if present), wall and floor
- Pipes and seals
- If sediment is present, use a rod to determine depth and if it needs to be removed

## Trench Drain

Quantity: 02



- Casting
- Surrounding concrete / pavement
- Trench condition
- Pipes and seals
- Sediment depth

Photos Before Maintenance

Photos After Maintenance

<b>Structure:</b>	
<b>Structure:</b>	
<b>Structure:</b>	