

Storm Water Management Practice
Maintenance Agreement
HOPIT DEVELOPMENT, 6010 LINCOLN AVE

Document Number

R.K. TWO 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) – WAKC1298045

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 24 day of April, 2023.

Owner:

Resham K Singh
(Owners Signature)

Resham K Singh
(Owners Typed Name)

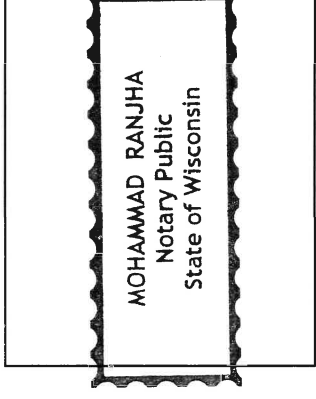
Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 24th day of April, 2023, the above named Person to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

This document was drafted by:
Robert A Krause, PE
Jahnke & Jahnke Associates, LLC
524 Bluemound Rd
Waukesha, WI 53188



City of Waukesha Common Council Approval

Dated this ____ day of _____, 2023.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 2023, 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: HOPIT Development Acres: 8.38

Date of Recording: 2023

Map Produced By: Jahnke & Jahnke Associates, LLC, 524 Bluemound Rd Waukesha, WI 53188

Legal Description: Being a Redivision of Lot 1 of CSM No. 10736 all being a part of the SW 1/4 and the SE 1/4 of Section 1, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

CERTIFIED SURVEY MAP NO. _____ BEING A REDIVISION OF LOT 1 OF CSM NO. 10736 ALL BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 1, TOWN 6 NORTH, RANGE 19 EAST, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

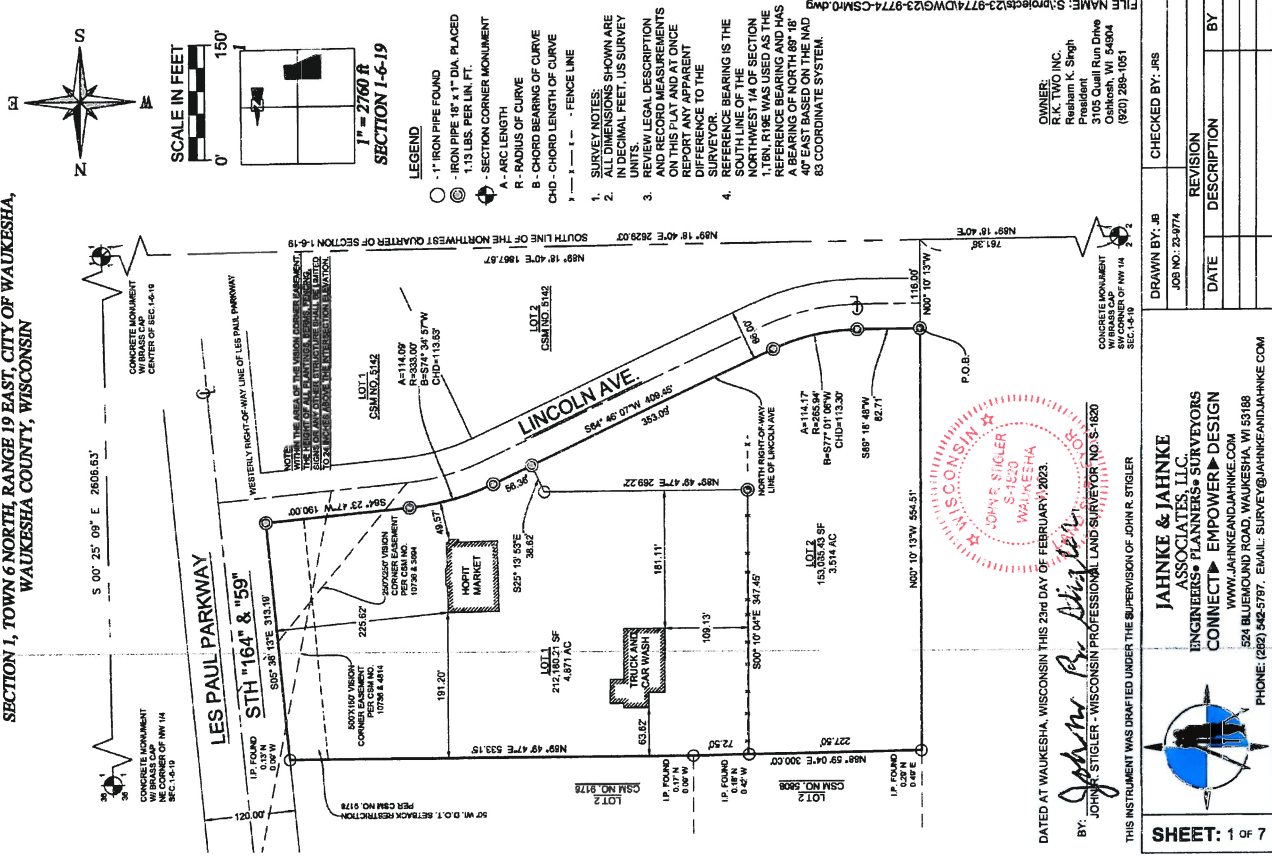


Exhibit A continued

Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water collection, conveyance, and 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 CSM for details on location.

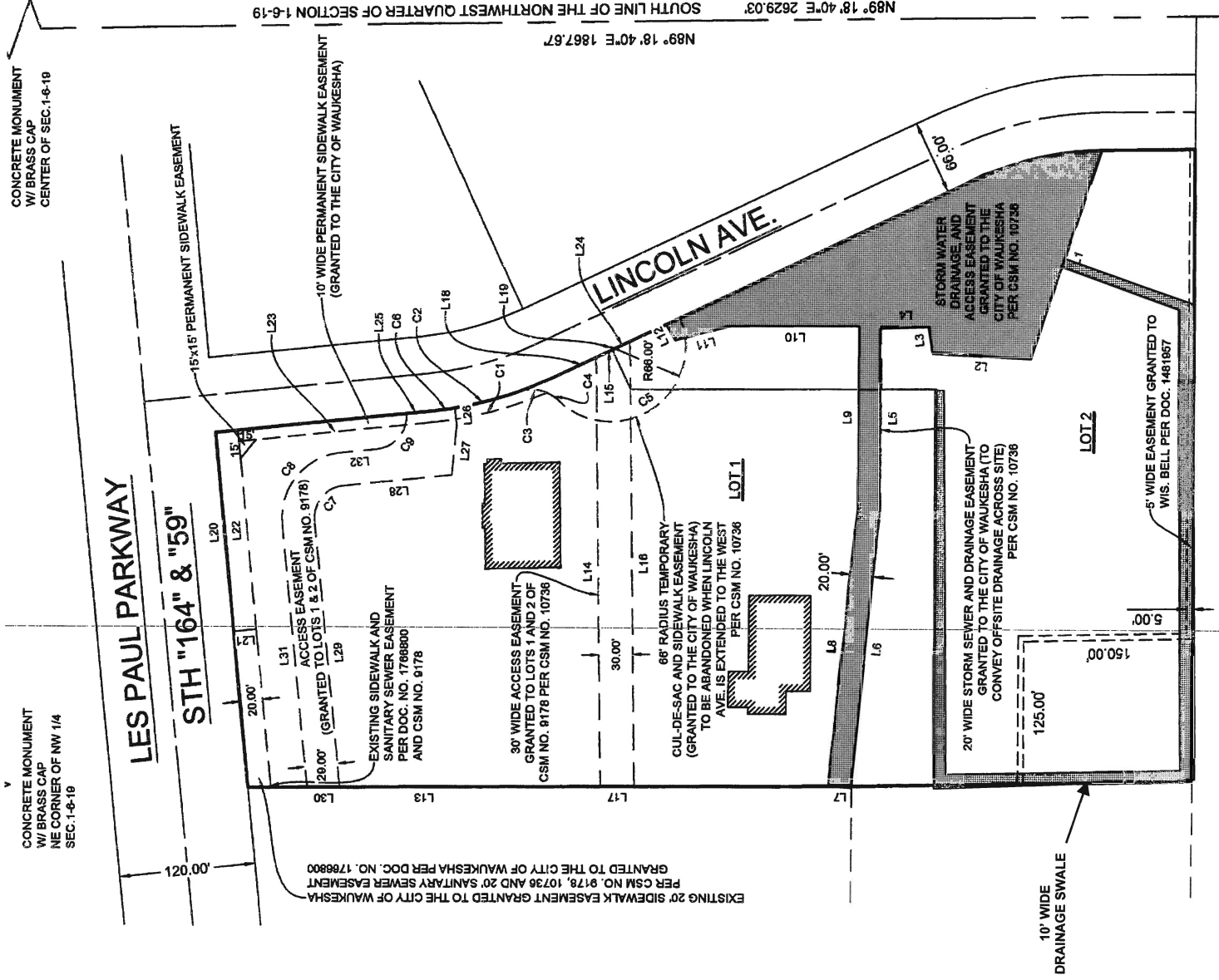


Exhibit B Continued

Storm water Practices: Grass Swale
Location of Practices: East, North, and West side of west parking lot

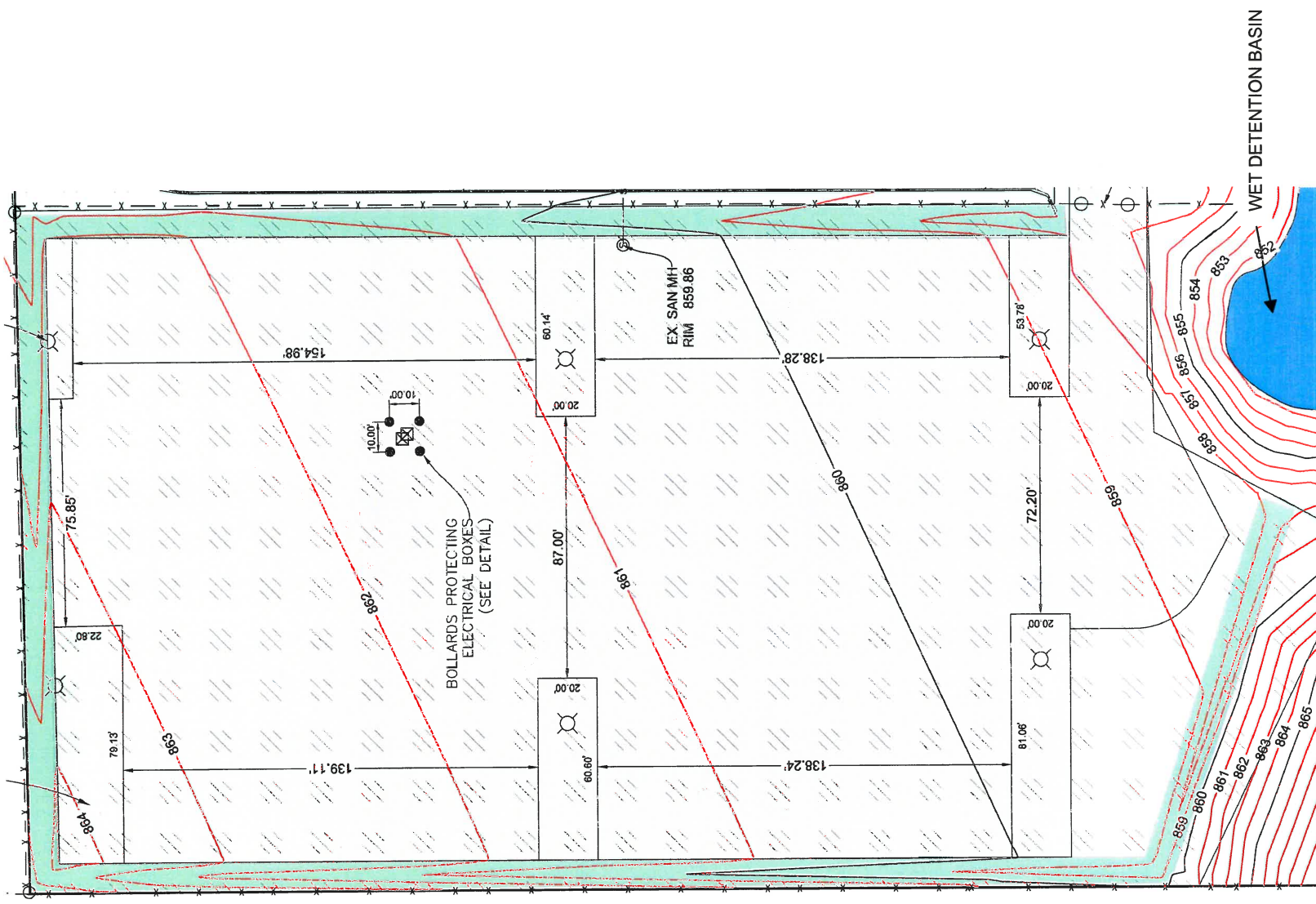


Exhibit C

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 wet detention basin is designed to trap 40% of sediment in runoff and maintain pre-development downstream peak flows. The basin receives overland runoff from lands to the north and west, a 24-inch storm sewer that collects runoff from portion of the properties to the north and the 16-inch storm sewer that collect runoff from the HOPIT development and Carwash. The City of Waukesha also has an 15-inch storm sewer entering the east side of the pond that collects runoff from Lincoln Ave and adjacent paved surfaces.

Water levels in the wet detention basin are controlled by a primary 12-inch PVC pipe and secondly by an emergency spillway. The emergency spillway is ripped. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement.

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. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow in the grass swales. Swales must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. When sediment in the wet detention basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
9. No grading or filling of the basin other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
10. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
11. 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.
12. 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
HOPIT DEVELOPMENT, 6010 LINCOLN

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 HOPIT Development, 6010 Lincoln Ave, described as being all that part of the Redivision of Lot 1 of CSM No. 10736 all being a part of the SW ¼ and the SE ¼ of Section 1, Town 6 North, Range 19 East, City of Waukesha, 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 24 day of Apr, 2023.

Owner:

Resham K Singh
[Owners Signature – per the Maintenance Agreement]

Resham K Singh
[Owners Typed Name]

Acknowledgements

Personally came before me this 24th day of APRIL, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

MOHAMMAD RANJHA
[Name]

Notary Public, Waukesha County, WI
My commission expires: 4-16-2027

This document was drafted by:

Robert A Krause, PE
Jahnke & Jahnke Associates, LLC
524 Bluemound Rd
Waukesha, WI 53188

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Parcel Identification Number(s) – WAKC1298045

ABOVE to me known to be the person who

MOHAMMAD RANJHA
Notary Public
State of Wisconsin

Exhibit D
Design Summaries for Wet Detention Basin

Project Identifier: 1610 Lincoln Ave HOP-IT Parking Lots Project Size: 3.00 Acres **No. of Lots: 1**
 Number of Runoff Discharge Points: 1 Watershed (ultimate discharge): Fox River
 Watershed Area (including off-site runoff traveling through project area): 3.00 acres (8.64 acres off-site)

Watershed Data Summary. The following table summarizes the watershed data used to validate that peakflows and runoff volumes will be properly managed by the existing stormwater detention basin.

WATERSHED DATA SUMMARY

Summary Data Elements	Subwatershed A		Run-On Subwatershed B	
	Pre-Develop	Post-Develop	Pre-develop	Post-develop
Watershed Areas (<i>in acres</i>)	3.78 ac.	3.87 ac.	7.95 ac.	7.86 ac.
Average Watershed Slopes (%)	1-2%	1-2%	1-2%	1-2%
Land Uses (<i>% of each</i>)	100% Gravel Parking	86% Asphalt Parking 14% Landscaping	22% gravel 56% Pavement 22% urban Landscaping	21% gravel 55% Pavement 24% urban Landscaping
Runoff Curve Numbers	RCN = 96	RCN = 95	RCN = 95	RCN = 95
Conveyance System Types	Overland flow	Overland flow	Overland flow	Overland flow
Summary of Average Conveyance System Data	1-2% slope on overland flow	1-2% slope on overland flow	Overland flow and storm sewers	Overland flow and storm sewers
Time of Concentration (<i>T_c</i>)	10 min.	10 min.	10 min.	10 min.
25% of 2-yr 24-hr post-dev runoff volume	N/A	0.17 ac. ft.	N/A	0.35 ac.ft.
1-year/24-hour Runoff Volume	N/A	0.60 ac.ft.	N/A	1.22 ac.ft.
2-yr./24-hour Peak Flow	15.28 cfs	15.29 cfs	26.20 cfs	24.65 cfs
10-yr./24-hour Peak Flow	22.23 cfs	22.47 cfs	36.00 cfs	34.14 cfs
100-yr./24-hour Peak Flow	36.95 cfs	37.60 cfs	51.37 cfs	50.28 cfs

Practice Design Summary. The following table summarizes the data used to confirm design of the existing Wet Detention Basin.

DESIGN INFLOW, OUTFLOW & STORAGE DATA				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev.	Outflow Control Structures*
35.02 cfs/1.82 ac.ft. (Post 1-yr./24 hr.)	22.08 cfs	853.66 ft.	0.68 ac.ft.	#1 and #2
39.94 cfs/2.11 ac.ft. (Post 2-yr./24 hr. peak)	27.42 cfs	853.79 ft.	0.72 ac.ft.	#1 and #2
56.61 cfs/3.17 ac.ft. (Post 10-yr./24-hr. peak)	45.74 cfs	854.17 ft.	0.85 ac.ft.	#1 and #2
87.88 cfs/5.47 ac.ft. (Post 100-yr./24-hr. peak)	76.66 cfs	854.71 ft.	1.06 ac.ft.	#1 and #2

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Exhibit D (continued)
Watershed Map. The watershed map shown below was used to determine the post-development data contained in this exhibit.

EXISTING DRAINAGE BASINS



Exhibit D (continued) PROPOSED DRAINAGE BASINS

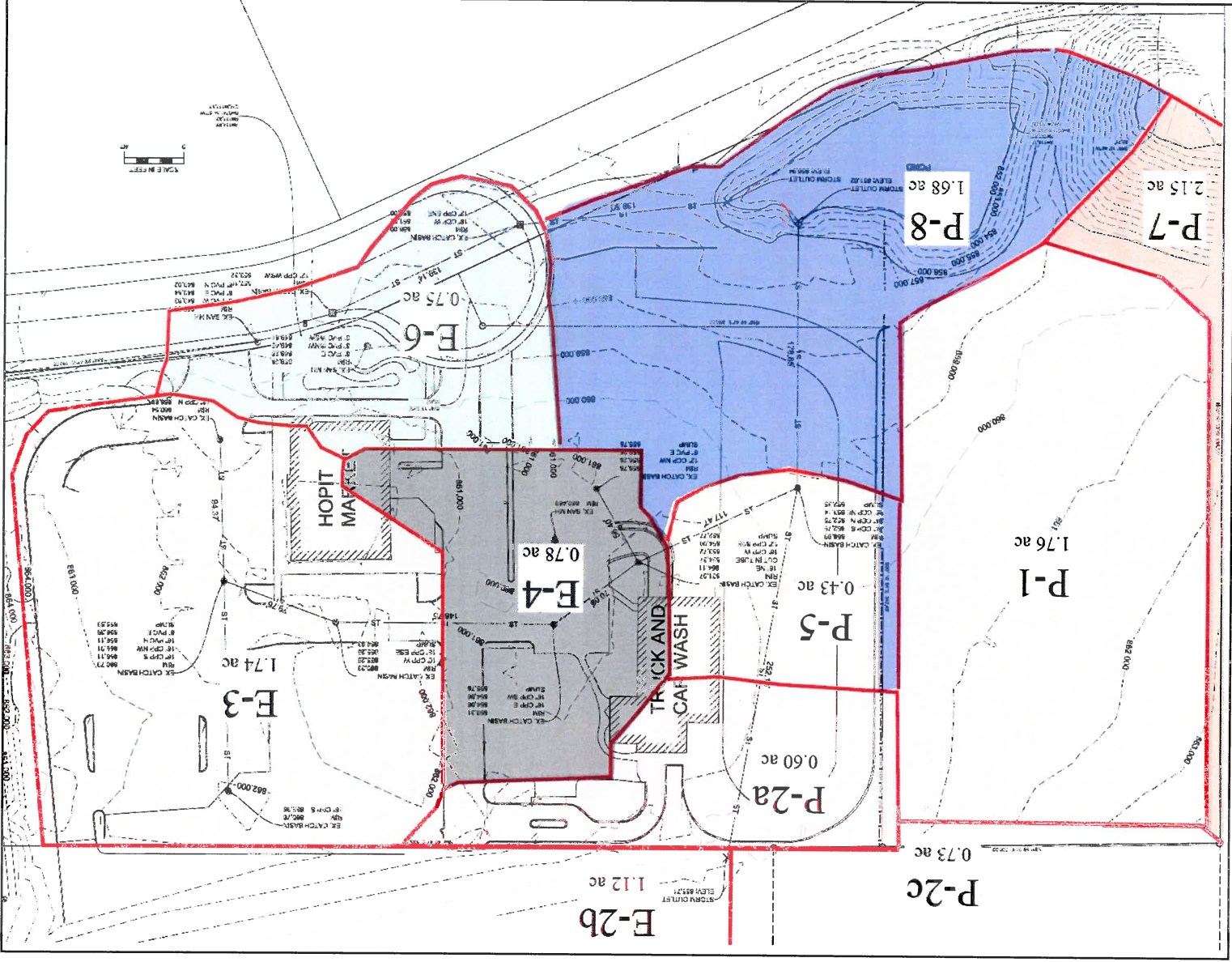


Exhibit E

As-built Survey for Wet Detention Basin #1

The wet detention basin depicted in figure below is a reduced copy of the as-built plan.

Subdivision Name: HOPT Development, 6061 Lincoln Ave
Storm water Practices: Wet Detention Basin, 12" Primary Discharge Pipe, Emergency Spillway, City 15" Storm Sewer
Location of Practices: South Central side of Parcel WAKC1298045:
Owners of Facility: R.K. TWO INC., 3105 Quail Run Drive, Oshkosh, WI 54904

Wet Detention As-Built Survey Jahnke & Jahnke Associates March 6, 2023

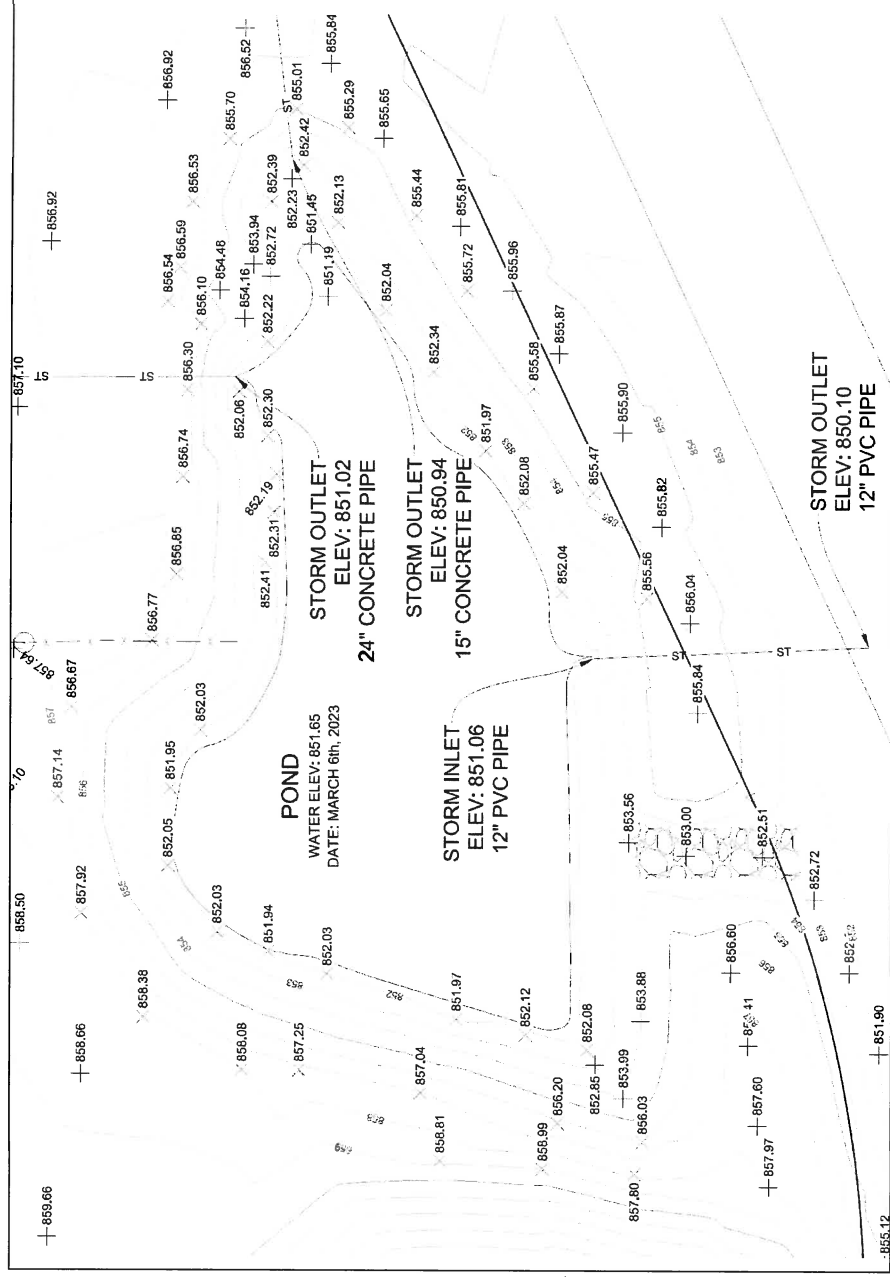
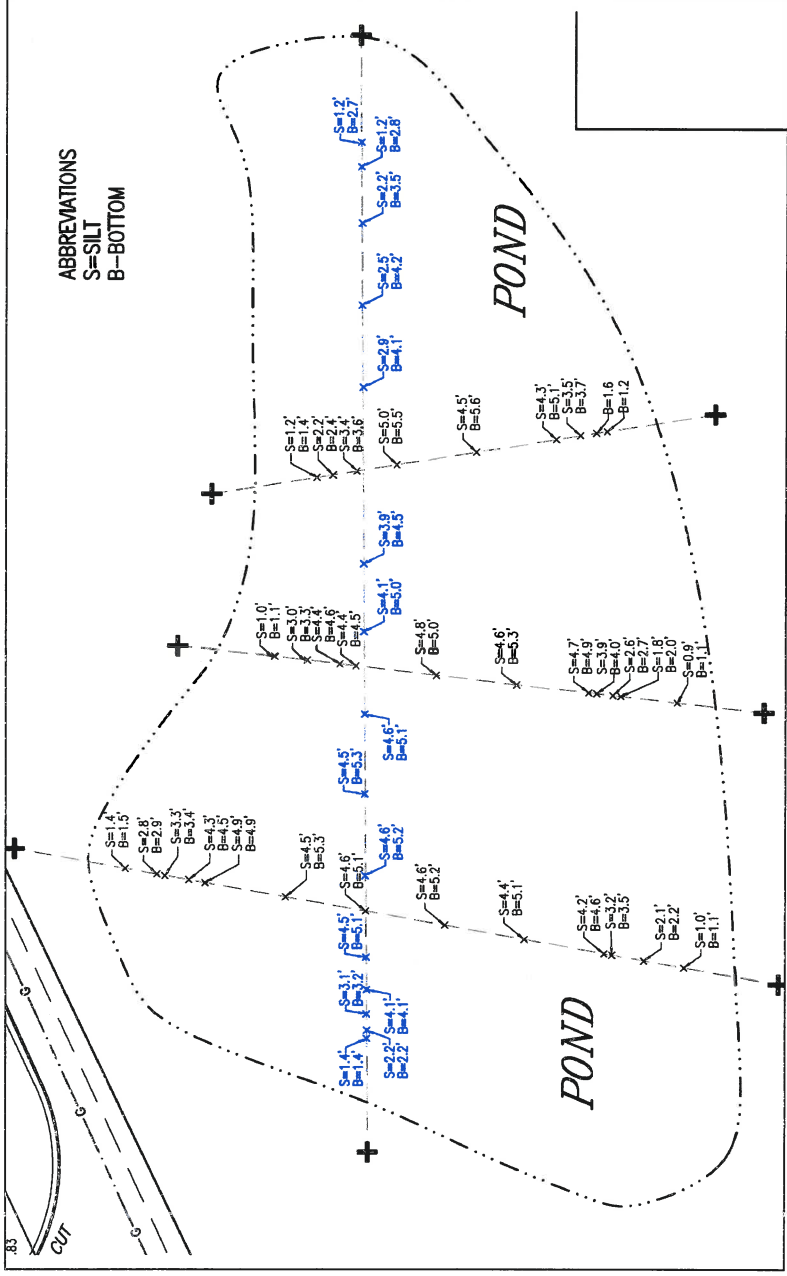


Exhibit E Continued

Pond Depth Survey
Chaput Land Surveys July 28, 2021



OUTLET STRUCTURE AS-BUILT DETAIL

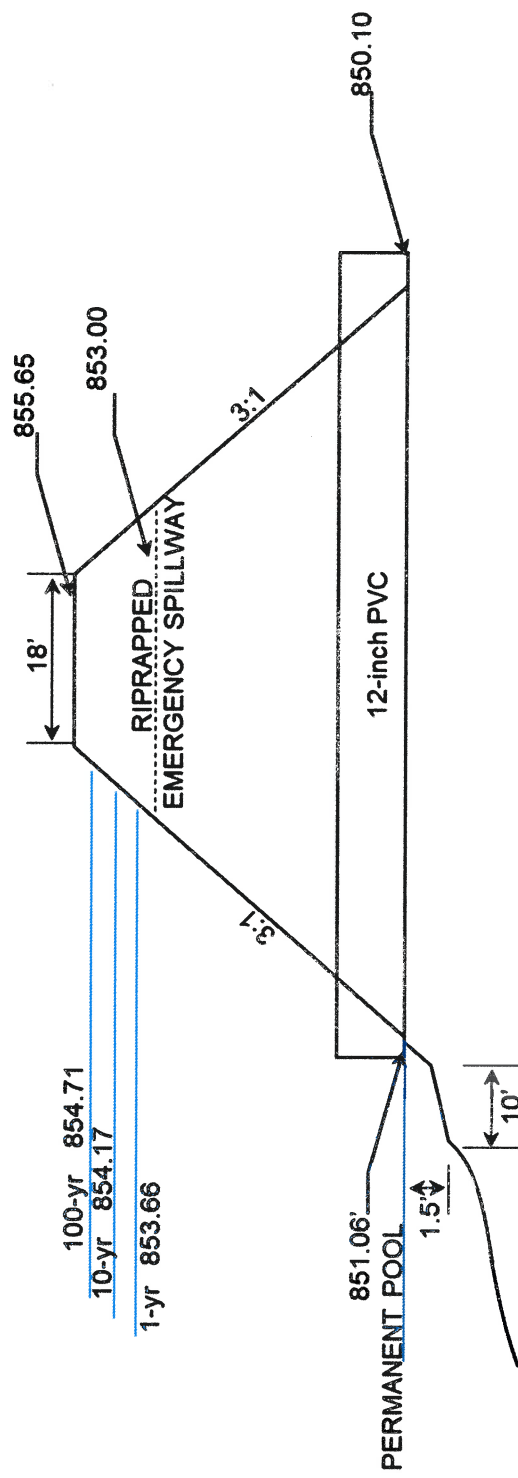


Exhibit F
Engineering/Construction Verification

DATE: 4/24/2023

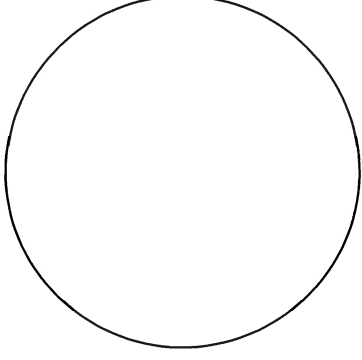
TO: City of Waukesha

FROM: Robert Krause PE / Jahnke and Jahnke Associates LLC

RE: Engineering/Construction Verification for the following project:
Project Name: Hop It Parking Lot Development 6010 Lincoln Avenue
Section 1, T 6 N, R 19 E, City of Waukesha
Storm Water Management & Erosion Control Permit # _____
Storm Water Management Practices: Grass Swales

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.

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.



(Signed P.E. stamp must be included)

Exhibit G

Storm Water Management and Erosion Control Permit Termination

Project Identifier: **1610 Lincoln Ave HOP-IT Parking Lots**

Location: **Being a Redivision of Lot 1 of CSM No. 10736 all being a part of the SW ¼ and the SE ¼ of Section 1, Town 6 North, Range 19 East, City of Waukesha , Waukesha County, Wisconsin**

Storm Water Management and Erosion Control Permit Holder's Name: **R.K. TWO 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 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 _____, 2023.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ____ day of _____, 2023, 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: _____