DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

This space is reserved for recording data

Return to:

City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, Wisconsin 54601

Tax Parcel No.: 17-____ -___

RECITALS:

A. _____, is the owner of Chipotle Restaurant, more particularly described on Exhibit A attached hereto ("Property").

B. Owner desires to construct buildings and/or parking facilities on the Property in accordance with certain plans and specifications approved by the City.

C. The City requires Owner to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the City the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with the approved plans on file with the City Engineer. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements, and pursuant to the Maintenance Provisions attached hereto as Exhibit B.

2. Easement to City. If Owner fails to maintain the stormwater management measures as required in Section 1, then City shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the City's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special charge in accordance with Section 66.0627, Wis. Stats.

3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for La Crosse County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for La Crosse County, Wisconsin, a written instrument of termination signed by the City and all of the then-owners of the Property.

4. Miscellaneous.

(a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: _____
_____
_____
_____
_____

If to City: City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, WI 54601
Attention: City Engineer

Any party may change its address for the receipt of notice by written notice to the other.

(b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

(c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.

(d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

(e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

_____ _____

STATE OF WISCONSIN)
COUNTY OF LA CROSSE) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC

My Commission Expires:_____

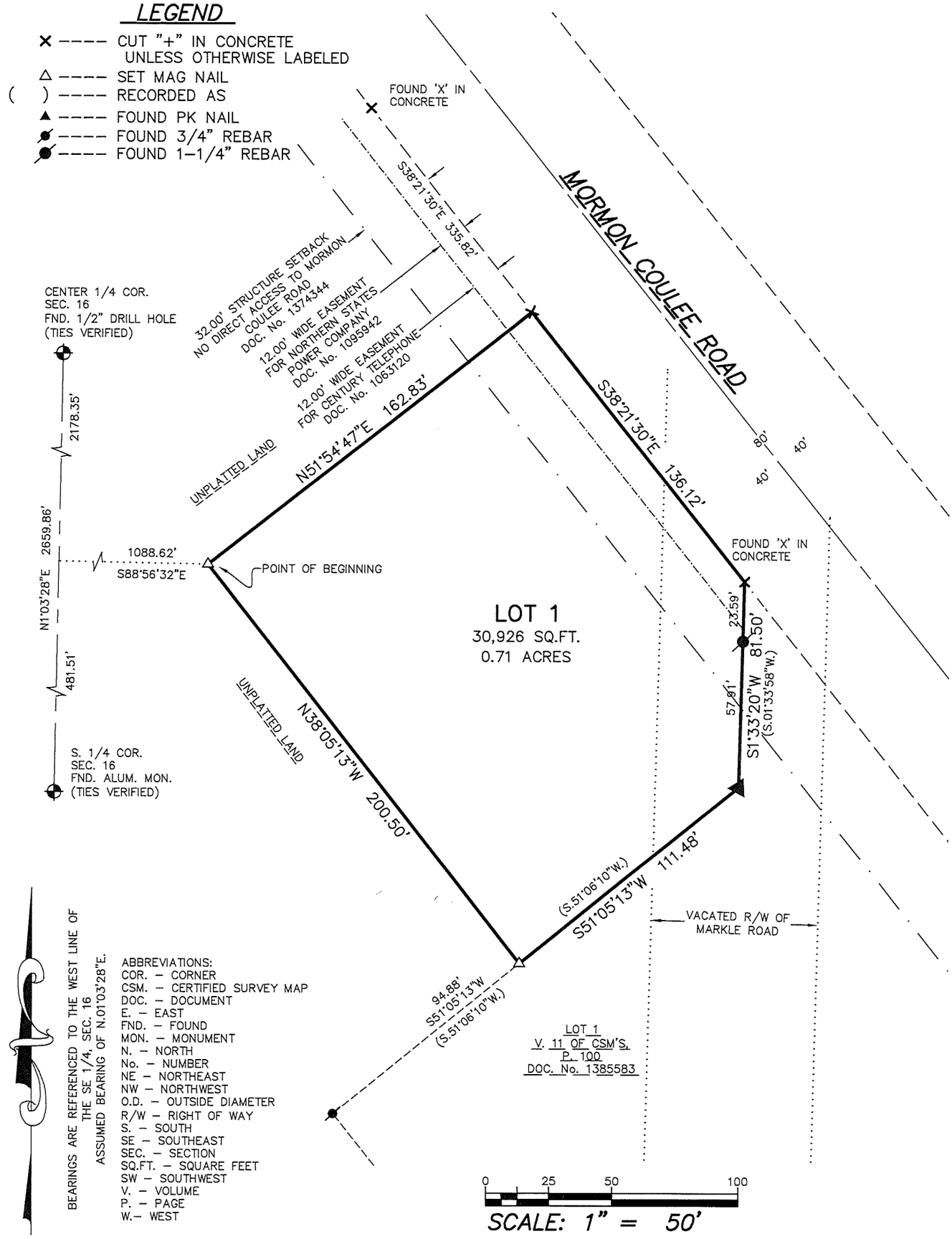
Drafted by: City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, Wisconsin 54601

EXHIBIT A
Legal Description

VOLUME _____ OF CERTIFIED SURVEY MAPS, PAGE _____

CERTIFIED SURVEY MAP, NUMBER_____

IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SE 1/4, SEC. 16 ASSUMED BEARING OF N.01°03'28"E.

ABBREVIATIONS:
COR. – CORNER
CSM. – CERTIFIED SURVEY MAP
DOC. – DOCUMENT
E. – EAST
FND. – FOUND
MON. – MONUMENT
N. – NORTH
No. – NUMBER
NE – NORTHEAST
NW – NORTHWEST
O.D. – OUTSIDE DIAMETER
R/W – RIGHT OF WAY
S. – SOUTH
SE – SOUTHEAST
SEC. – SECTION
SQ.FT. – SQUARE FEET
SW – SOUTHWEST
V. – VOLUME
P. – PAGE
W.– WEST

REAL LAND SURVEYING, LLC
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715)514–4116
rlswi.com
CADD No. 26251 CSM

FIELDWORK COMPLETION DATE: 7/15/2026

VOLUME ____OF CERTIFIED SURVEY MAPS, PAGE _____

CERTIFIED SURVEY MAP, NUMBER_____

LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4
SECTION 16, TOWNSHIP 15 NORTH, RANGE 7 WEST,
CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF SHELBY MALL SOUTH, LLC., I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16;
- THENCE N.01°03'28"E., AT A DISTANCE OF 481.51 FEET;
- THENCE S.88°56'32"E., AT A DISTANCE OF 1088.62 FEET TO THE POINT OF BEGINNING;
- THENCE N.51°54'47"E., AT A DISTANCE OF 162.83 FEET TO THE SOUTHWESTERLY R/W OF MORMON COULEE ROAD;
- THENCE S.38°21'30"E., ALONG SAID R/W, AT A DISTANCE OF 136.12 FEET TO THE EXTERIOR BOUNDARY OF V. 11 OF CSM'S, P. 100, DOC. No. 1385583;
- THENCE S.01°33'20"W., ALONG SAID BOUNDS, AT A DISTANCE OF 81.51 FEET;
- THENCE S.51°05'13"W., ALONG SAID BOUNDS, AT A DISTANCE OF 111.48 FEET;
- THENCE N.38°05'13"W., AT A DISTANCE OF 200.50 FEET TO THE POINT OF BEGINNING;

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED, AND THE DIVISION OF IT. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2026
PETER J. GARTMANN, P.L.S. NO. 2279

Owner:
SHELBY MALL SOUTH, LLC.,
2809 LOSEY BLVD S.
LA CROSSE, WI 54601

EXHIBIT B

Maintenance Provisions

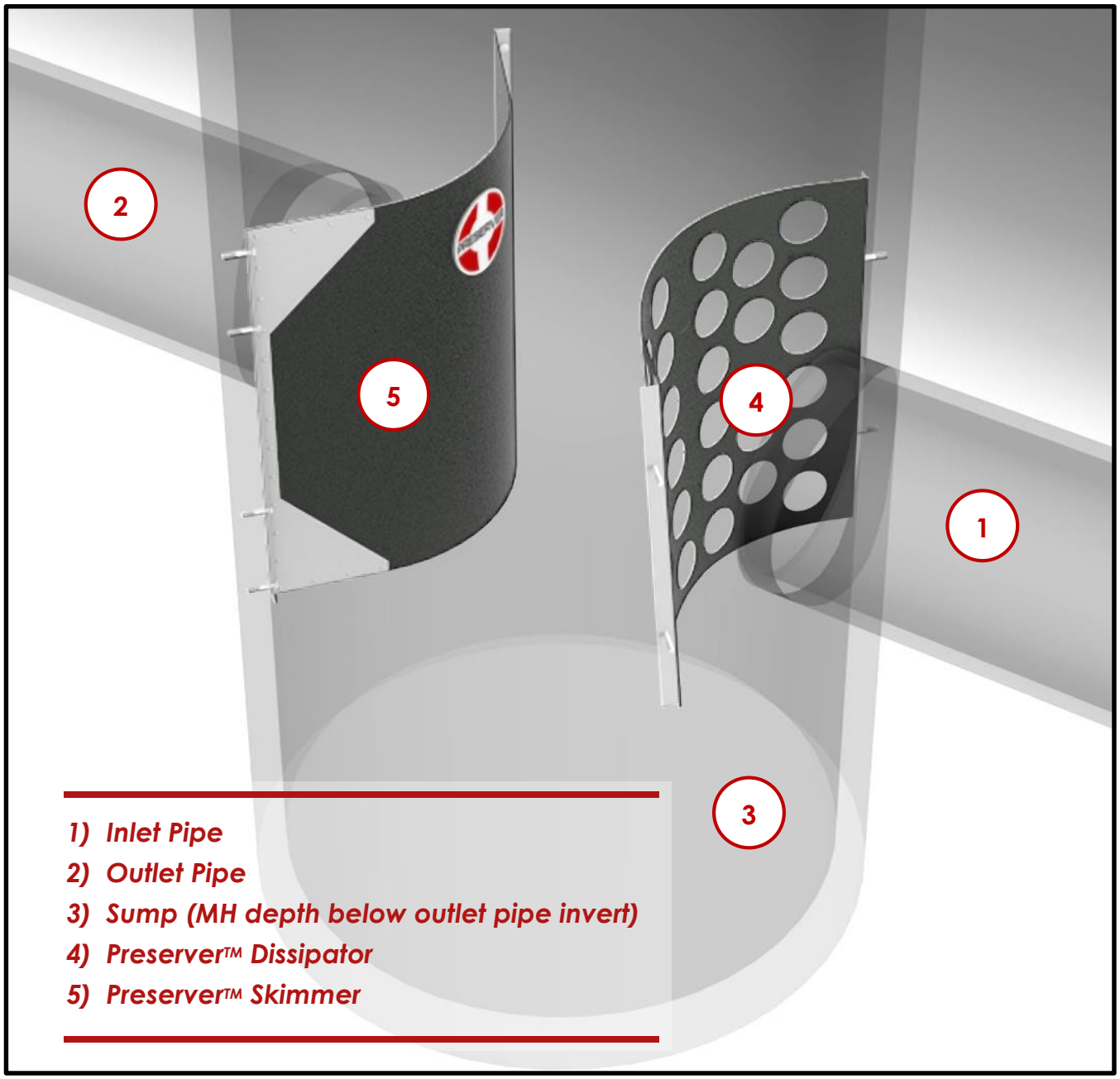
PRESERVER™

Patent Pending

Momentum™ ENVIRONMENTAL LLC

SIMPLE • EFFECTIVE • AFFORDABLE • STORMWATER SOLUTIONS

Preserver™ Inspection & Maintenance Manual



www.MomentumEnv.com
(612) 710-7053

1. Inspection & Maintenance Introduction

Proper inspection and maintenance of any stormwater treatment device is critical to its performance and longevity. Keeping that unavoidable fact in mind, ease of maintenance was a key element in the design of The Preserver™. The Preserver™ components have been designed to provide ease of access, and maximize accessibility to the structure without the need for confined space entry. Inspection and maintenance can be performed quickly, easily, and inexpensively. In addition, cleanout of the structure requires little or no more than vacuuming.

Following the guidance provided in this document will help to ensure proper function and maximize the benefits provided by The Preserver™.

2. Inspection[1]

Frequency

Following installation of Preserver™ components, structures should be inspected often until a maintenance frequency can be determined. At a minimum, inspections are recommended twice annually, in the Spring and Fall. Depending on your local climate, the Spring inspection should follow snowmelt, blossom/seed fall, Spring street cleaning, and will ideally occur prior to heavy rainfall. Fall inspection should follow leaf fall, Fall street cleaning, and will ideally occur prior to snow/rainfall.

1) An "Inspection and Maintenance Log" sheet is available for download at www.MomentumEnv.com.

Inspection Items

Noteworthy items during inspection include (but are not limited to):

- Pollutant depths[2]
  - Oil/floatables
  - Sediment/ settleable solids
- Site conditions[3]
  - Stabilized
  - Construction activity
  - Equipment wash-down
  - Erosion
  - Winter sanding
- Whether maintenance/ cleaning was performed
- Pollutant composition
  - Hydrocarbons
    - Oil
    - Gas
    - Grease
  - Trash
  - Organics
- Water level (below outlet invert indicates leaking)
- Structural condition
  - Casting condition
  - Chimney condition
    - Adjusting ring deterioration
    - Leaking/proper seal
  - Spalling concrete
  - Preserver™ components
    - Condition
    - Connections
    - Debris accumulation

3. Maintenance

Frequency

Annual maintenance of treatment structures is common, and is typically performed in the Fall following leaf fall and street cleaning, and ideally occurs prior to snow/rainfall. However, each site is unique, and structure-specific maintenance may be more or less frequent. The maintenance frequency should be determined as described in Section 2. At a minimum, pollutant storage volumes must not be exceeded (Section 4).

Execution[4,5]

Structure cleanout will typically require no more than vacuuming out the water and debris contained in the structure. Water can be sprayed to dislodge and/or move debris for vacuum collection. Following cleanout, the structural condition should be determined. Any repairs determined necessary should be done as soon as possible. Contact Momentum should Preserver™ replacement parts be needed.

2) When measuring sediment depth, the tape/rod should be lowered slowly until minimal resistance is detected.
3) When noting site conditions, the entire treatment structure's drainage area should be included.
4) Collected pollutants must be disposed of properly.
5) Should physical access be determined necessary, confined space entry procedures must be followed.

4. Storage Volumes

Use the table and methodology below to determine allowable pollutant storage volumes for The Preserver™. The methodology below assumes that circular pipe and stock Preserver™ components are used – please contact Momentum if customized components or calculations are needed for your project.

Structure Diameter (ft)	Structure Footprint[1] (sf)	Storage Volume Per Foot of Depth* (cf)	Storage Volume Per Foot of Depth[1] (gal.)
4'	12.6	12.6	94.0
5'	19.6	19.6	146.9
6'	28.3	28.3	211.5
7'	38.5	38.5	287.9
8'	50.3	50.3	376.0
9'	63.6	63.6	475.9
10'	78.5	78.5	587.5
12'	113.1	113.1	846.0

*Adjust footprint and storage volume values accordingly for square and rectangular structures.

Cleanout depths vary according to outlet pipe diameter:

- Maximum Oil/Floatables Depth = ½ x outlet pipe diameter
- Maximum Sediment Depth = sump depth – outlet pipe diameter

Example:

- 5' diameter structure
- 4' sump depth
- 18" outlet pipe diameter

Oil/Floatables Storage:

Maximum Oil/Floatables Depth = ½ x 18" = 9" or 0.75'

Maximum Oil/Floatables Volume = 0.75' (max. depth) x 146.9 gal. (5' structure diameter volume/ft) = 110.2 gallons

Sediment/Settleable Solids Storage:

Maximum Sediment Depth = 4' (sump depth) – 18" (outlet pipe dia.) = 2.5'

Maximum Sediment Volume = 2.5' (max. depth) x 19.6 cf (5' structure diameter volume/ft) = 49.0 cubic feet

Preserver™ Inspection & Maintenance Log

Site ID: _____ Structure ID: _____

Structure Diameter: _____ Sump Depth: _____ Outlet Pipe Diameter: _____

Date	Initials	Oil/ Floatables Depth	Sediment Depth	Cleaned?		Notes[3]:
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	

NOTES:

1) Following installation, structures should be inspected a minimum of twice annually, in the Spring and Fall. Depending on your local climate, the Spring inspection should follow snowmelt, blossom/seed fall, Spring street cleaning, and will ideally occur prior to heavy rainfall. Fall inspection should follow leaf fall, Fall street cleaning, and will ideally occur prior to snow/rainfall.
2) Owners should plan for annual Fall maintenance. Once sufficient inspections have been logged to determine a trend, maintenance can be adjusted accordingly.
3) Noteworthy items during inspection/maintenance may include: site conditions (stabilized, construction, erosion, etc.), pollutant composition (oils, trash, organics, etc.), low water-level (leaking structure), structural condition (casting, spalling concrete, Preserver™ components, etc.), etc.
4) Refer to "Preserver™ Inspection and Maintenance Manual" for additional guidance and requirements.

Momentum Environmental LLC

www.MomentumEnv.com
(612) 710-7053