

**WATER MAIN EASEMENT
AGREEMENT**

292-0515-3324-000

Tax Parcel Number

THIS EASEMENT AGREEMENT (“*Agreement*”) is granted by Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies (“*Grantor*”) to the City of Whitewater (“*Grantee*”).

RECITALS:

A. Grantor is the fee owner of the real property located in the City of Whitewater, Jefferson County, Wisconsin, legally described on Exhibit A, which is attached hereto and made a part hereof (the “*Grantor Property*”); and

B. Grantor desires to grant and establish, upon the terms and conditions contained in this Agreement a ***Permanent Limited Easement*** for the installation, operation, and maintenance of a Water Main System over and across certain portions of the Grantor Property for the benefit of Grantee, as set forth in Exhibit A.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals above are incorporated by reference.
2. Grant of Easements. Grantor hereby grants, conveys, transfers and assigns unto the Grantee, a non-exclusive Permanent Limited Easement as described in Exhibit A and depicted in Exhibit B attached hereto, along with the right to ingress and egress over the Easement Areas necessary to fulfill the purpose of this Agreement.
3. Permitted Users. The Easements granted herein may be used by the Grantee and its guests, agents, employees, contractors, invitees, successors and assigns as necessary to fulfill the purpose of this Agreement.
4. Municipal Services. Any municipal body, and its employees and agents, that provide Grantor Property with any current or future services shall have the right to access the Easement Areas to provide services related to the Easements.
5. Repair and Maintenance. Grantee is responsible at Grantee's sole cost and expense for the installation, maintenance, repair, replacement, restoration, and rebuilding of the Water Main System located in the Permanent Easement Area. Grantee will maintain and preserve the Permanent Easement Area in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals, and additions within the Permanent Easement Area. If Grantor or any of its agents, contractors, guests, invitees, tenants, successors, heirs, or assigns damages or destroys all or any part of the Easement Areas then Grantee may repair such damage at the sole cost and expense of Grantor.
6. Restoration and Clean Up. In the event Grantee exercises any right within the Easement Areas in accordance with this Agreement, Grantee shall reasonably restore the surface of the Easement Areas and shall remove all construction debris resulting from such activities from the Easement Areas.
7. No Interference with Rights. The parties shall at no time interfere with the rights of the other party which are provided in this Agreement. Without limitation, the Grantor shall not (a) interfere with or restrict access to any Easement Areas, or (b) erect any improvements in the Easement Areas including, without limitation, water, electric, or sewer lines, or paving, without the prior written consent of the Grantee.
8. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties, and each of their successors and assigns.
9. Work Performance. Grantee, in the performance of any and all work relating to the construction or maintenance of said Water Main System, while in proximity to any electric or gas line facilities, conform with the provisions and requirement of all applicable laws, rules and regulation, including without limitation all laws, rules and regulations such as O.S.H.A dealing with safe work practices and the operation of equipment neat electrical lined and equipment, and

the provisions of the Wisconsin State Electrical Code and any amendment thereto and the provisions of the Wisconsin Administrative Code and any amendments thereto.

10. Compliance with Local Ordinances and Permits. Grantee shall, comply with all laws, ordinances, rules and regulations of the local municipality and other governmental bodies having jurisdiction and procure all necessary permits for the construction, operation, maintenance, repair, replacement or removal of its improvement.

11. Indemnification. Grantee shall protect, indemnify, save and hold harmless the Grantor and its affiliated corporations and their director, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Grantor and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Grantor and its affiliated corporations or Grantee) or damage to any property arising out of or in any way connected with this Agreement herein given, or Grantee's use of the property of Grantor.

12. Special Tax or Assessment. Grantee agrees that is will indemnify and save harmless Grantor from any special tax or assessment that shall at any time be made or levied against Grantor on the lands upon which the above-described easement is located by reason of the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Water Main System, so long as this easement remains in effect; provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, Grantee, by acceptance of this easement, agrees that as additional consideration for granting of this easement, it will pay Grantor and amount equal to the amount paid by Grantor under any special tax or assessment in connection with or on account of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Water Main System.

13. Diggers Hotline. Grantee shall at least 3 working days prior to the maintenance, reconstruction, repair or replacement of said Water Main System I order to determine the location or utilities within Grantor's said lands and the applicable clearance requirements for work performed in proximity to such facilities.

14. Notices. All notices herein provided for shall be given by registered mail or certified mail, postage prepaid, return receipt requested, or sent by overnight express carrier (e.g., Federal Express or Express Mail) for guaranteed next business day delivery. Notice shall be deemed given when so mailed and addressed. Either party may change such address by written notice to the other party as provided for herein; provided that, in the event the Grantor is no longer the owner of record of the Grantor Property, then notices pursuant hereto may be given to the address of the successor owner where such owner's real estate tax bills are sent until such owner changes its notice address by written notice to the Grantee as provided for herein. Notice shall be delivered as follows:

To Grantor: Wisconsin Electric Power
 231 W Michigan Street
 Milwaukee, WI 53203

To Grantee: City of Whitewater
c/o City Manager
312 W. Whitewater Street
Whitewater, WI 53190

15. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent any benefited party from later use of the easement rights to the fullest extent authorized in this Agreement.

16. Amendment. This Agreement may be amended in whole or in part by the recording of a written instrument executed by or on behalf of all of the owner(s) of the real property where the applicable easements are located and the owner(s) of the real property benefiting from such easements, including portions thereof, subject to this Agreement.

17. Governing Law. This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.

18. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

19. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

20. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any real property.

21. Binding Effect on Successors and Assigns. The covenants and obligations of this Agreement shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

22. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties have signed the same document. All counterparts shall be construed together and shall constitute one agreement.

23. Clear Title. By signing below, Grantor warrants and represents he/she has authority to execute this Easement and that Grantor has good title to the property described herein, free and clear from all liens and encumbrances.

[SIGNATURES NEXT PAGE]

GRANTOR:

Wisconsin Electric Power

By: WEC Business Services LLC, its affiliate and agent

By: _____

Name: Tonya M. Peters

Title: Manager of Property Management

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 2023, by the above-named _____, known to be the persons who executed the forgoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description

A Permanent Limited Easement for the installation, operation, and maintenance of a Water Main System in part of Lot 1 of CSM 3066 recorded in Volume 13 on page 3 as document number 937738 at the Jefferson County Register of Deeds being located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin more fully described as follows:

Commencing at the North quarter corner of said Section 33;
Thence South 00° 45' 21" East, 1121.30 feet along the east line of said Northeast 1/4 of the Northwest 1/4 of Section 33 to the point of beginning;

Thence, South 00° 45' 21" East, 20.00 feet continuing along said east line;
Thence, South 89° 18' 27" West, 631.21 feet;
Thence, North 41° 46' 43" West, 244.01 feet;
Thence, North 48° 13' 17" East, 20.00 feet;
Thence, South 41° 46' 43" East, 234.91 feet;
Thence, North 89° 18' 27" East, 622.09 feet to the point of beginning.

Containing 17322 square feet, more or less.

Subject to all other easements and restrictions, recorded and unrecorded.

EXHIBIT B

**Permanent & Temporary Easements for Stormwater Management
Survey Map**