

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (the "Temporary Easement") is entered into as of \_\_\_\_\_, 2023, by and between Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies (the "Grantor"), and the City of Whitewater (the "Grantee").

Grantor, for themselves and for their successors and assigns, hereby grant and convey to Grantee, its successors and assigns, the temporary right and permission to occupy the Grantor's premises for construction of the Grantee's water main which may include but are not limited to: 1) Providing additional temporary construction work space during Grantee's construction and installation of a water main located adjacent to a permanent easement on or near the Grantor's premises; 2) Operating necessary equipment thereon; 2) The right of ingress and egress, as long as required for the construction of a water main adjacent a permanent easement on or near the Grantor's premises; 3) Storage of soil and subsoils during construction; 4) Storage of pipe, dewatering structures and/or other equipment during trenching or boring activities adjacent to a permanent easement area on or near the Grantor's premises.

The Temporary Easement is situated upon, over and across lands, being a part of the premises of the Grantor described on Exhibit A, attached hereto (the "Property").

The location of the Temporary Easement area with respect to the premises of the grantor is as described and shown on the attached Easement Description Map, marked Exhibit "B", and made a part hereof by this reference.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out, and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted provided that grantee remain fully liable to grantor for the acts of such persons, firms or corporations.

Grantee, in the performance of any and all work relating to the construction or maintenance of said water main, 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 near electrical lines 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.

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.

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.

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

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.

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

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.

The Temporary Easement is for initial construction purposes only and shall terminate upon completion of construction and restoration of the Property, when the need therefor passes.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:** Wisconsin Electric Power Company

By: WEC Business Services LLC, its affiliate and agent

By: \_\_\_\_\_ (SEAL)  
Tonya M. Peters  
Manager of Property Management

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTEE:**

By: \_\_\_\_\_ (SEAL)  
John Weidl, City Manager

By: \_\_\_\_\_ (SEAL)  
Karri Anderberg, City Clerk

## **Exhibit A**

Lot 1 of Certified Survey Map No. 3066 recorded on April 18, 1995, in Volume 13 of Certified Surveys on Pages 3, 4, and 5, as Document No. 937738, being a part of the NE 1/4 and SE 1/4 of the NW1/4 of Section 33, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin.

Tax Key No. 292-0515-3321-000

Address: 111 & 301 COUNTY ROAD U

**Exhibit B**

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;

North 00° 45' 21" West, 10.01 feet along said east line;  
South 89° 18' 24" West, 615.99 feet;  
North 01° 14' 05" West, 13.59 feet;  
North 41° 46' 43" West, 231.05 feet;  
South 48° 13' 17" West, 70.00 feet;  
South 41° 46' 43" East, 267.65 feet;  
North 89° 18' 27" East, 644.89 feet to said east line;  
North 00° 45' 21" West, 30.00 feet along said east line;  
South 89° 18' 27" West, 631.21 feet;  
North 41° 46' 43" West, 244.01 feet;  
North 48° 13' 17" East, 20.00 feet;  
South 41° 46' 43" East, 234.91 feet;  
North 89° 18' 27" East, 622.09 feet to the point of beginning.

Containing 38161 square feet, more or less.

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

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**EXHIBIT B**

NORTHWEST CORNER  
SECTION 33, T5N, R15E

NORTH 1/4 CORNER  
SECTION 33, T5N, R15E

N89°59'02"E  
2645.17'

NE-NW

OWNER: WISCONSIN ELECTRIC POWER  
COMPANY  
PARCEL NO: 292-0515-3321-000

LOT 1  
CSM 3066  
V.13, P.3  
DOC. 937738

N48°13'17"E  
20.00'  
S48°13'17"W  
70.00'

N41°46'43"W 231.05'  
S41°46'43"E 234.91'  
S41°46'43"E 267.85'  
N41°46'43"W 244.01'

PERMANENT WATER MAIN  
EASEMENT  
17322 S.F.

N1°14'05"W  
13.59'

N89°18'27"E 622.09'

N89°18'24"E 615.99'

N0°45'21"W 10.01'

S0°45'21"E  
1121.30'

120'

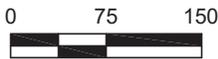
P.O.B.  
S0°45'21"E  
20.00'

TEMPORARY EASEMENT  
FOR CONSTRUCTION  
38161 S.F.

S89°18'27"W 631.21'

N89°18'27"E 644.89'

N0°45'21"W 30.00'



DATE: 5/22/2023

**PERMANENT & TEMPORARY WATER MAIN EASEMENTS**  
**PART OF LOT 1 OF CSM 3066**  
**LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4**  
**SECTION 33, TOWNSHIP 5 NORTH, RANGE 15 EAST**  
**CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN**



**EXHIBIT A**

1407.131