

**UTILITY CONNECTION AGREEMENT**

**CITY OF MAUSTON  
&  
RBJ LOGISTICS, LLC**

**THIS AGREEMENT TO UNDERTAKE DEVELOPMENT** made this \_\_\_\_ day of March, 2025, by and between the CITY OF MAUSTON, a municipal corporation of Juneau County, Wisconsin, hereinafter referred to as "City" located at 303 Mansion Street, Mauston, WI 53948 and RBJ LOGISTICS LLC, a Wisconsin limited liability corporation, with its principal place of business located at 104 Lodge Lane, Mauston, WI 53948, hereinafter referred to as "RBJ", with Ronald E. Brunner and Barabara J. Brunner, herein referred to as "Brunner" as third party beneficiaries.

**WITNESSETH:**

**WHEREAS**, the City is interested in encouraging new development in the City of Mauston; and

**WHEREAS**, the City wants to connect the water and sewer main from RBJ to provide water and sewer services to parcel 292511687; and

**WHEREAS**, RBJ owns tax parcel number 292511682.19 on which RBJ owns a water and sewer main from Commerce Street to Powers Avenue;

**WHEREAS**, RBJ will transfer and the City will assume ownership of the RBJ water and sewer utility main on the parcel; and

**WHEREAS**, the City will provide ongoing maintenance of these water and sewer utility main located on RBJ parcel; and

**WHEREAS**, the infrastructure will be installed to the middle of the designated field and designed to allow for future service expansions;

**WHEREAS**, in exchange for acquiring ownership to the RBJ water and sewer main and the necessary easements from RBJ to connect parcel 292511687, in addition to the consideration to RBJ set forth in this Agreement, the City will also install water and sewer utility main to service parcels 292511647.01; 292511647.02; and 292511647.04 for future development by Brunner.

**NOW, THEREFORE**, it is hereby agreed as follows:

**I. COMMITMENTS OF PARTIES**

**A. CITY OBLIGATIONS**

In consideration of the obligations of RBJ and FUTURE DEVELOPMENT as set forth herein, the City shall:

1. Assume ownership of the RBJ water and sewer utility main connected from Commerce Street to Powers Avenue.
2. Provide ongoing maintenance of this water and sewer utility main to the RBJ parcel.
3. Establish a water and sewer utility easement across RBJ parcel, from Commerce Street to Powers Avenue and along Powers Avenue as described in the MSA plan, which is made a part hereof by reference and, at the City's expense, have it surveyed and recorded it at the Juneau County Register of Deeds.
4. Connect City parcel 292511687 with water and sewer utility main from RBJ to the middle of the designated field at the development site. See Exhibit A for the of location. The City is not responsible for any infrastructure for The Lodge, RBJ or future development, except as stated herein.
5. Provide RBJ access to the water and sewer main on the RBJ parcel for future expansion.

6. Allow RBJ to connect to the water and sewer main at no additional cost.
7. Install water and sewer utility main for parcels 292511647.01, 292511647.02 and 292511647.04, at no cost to RBJ or Brunner.
8. Extend the water and sewer utility main to the center of parcel 292511647.02, as shown on Exhibit B, attached hereto, at no cost to RBJ or Brunner.
9. Allow Brunner to develop including, but not limited to, a rural subdivision on parcels 292511647.01, 292511647.02 and 292511647.04, pending approval of plans by the Plan Commission.
10. Fund public improvements, including sanitary sewer main and water main, to serve future developments as shown on Exhibit B attached hereto. The City will take over ownership and maintenance of roads and streetlights after the original build. The City hereby extends the commitment of the preliminary development Agreement of August 30, 2002, that until such development takes place, Brunner, at their option, may retain the agricultural status of these tax parcels both with regard to zoning and alternative use valuation, as well the City's agreement not to undertake any action that would result in a special assessment against the three Brunner parcels or other extra expense to Brunner without his consent. Further extending that if a future Council did take action resulting in a special assessment or other expense to Brunner, the City agrees to reimburse him for such expense.
11. Representations by City. As a material inducement to RBJ to enter into this Agreement, and to construct the Project, the City represents to RBJ the following facts:
  - a. The City is authorized to enter into this Agreement and to perform its terms.
  - b. The establishment of water main and sewer utility as set forth herein, does not violate any applicable law, code, ordinance, rule, or regulation.

**B. RBJ LOGISTICS AND FUTURE DEVELOPMENT OBLIGATIONS**

In consideration of the obligations of the City as set forth herein, the sufficiency and receipt of which is hereby acknowledged, RBJ and Brunner shall:

1. Transfer the RBJ water and sewer main from Commerce Street to Powers Avenue to the City and grant the City a utility easement through parcel 292511682.19, as described in I.A.3 above.
2. Allow the City access to RBJ parcel 292511682.19.
3. Allow access to parcels 292511647.01; 292511647.02; and 292511647.04 for sewer and water main installation by the City and their infrastructure construction companies.
4. Allow access for future expansion and future connections to parcels 292511647.01, 292511647.02, 292511647.04 and 292511687.19.
5. During the term of this Agreement, RBJ and Brunner shall grant to the City, at no cost to the City, all reasonable easements necessary for construction and maintenance of public improvements, infrastructures, and utilities on the four tax parcels set forth above, provided such actions do not unreasonably interfere with any land use per Exhibits A and B. Any such easements required for continuing maintenance of public facilities on the property shall survive the termination of this Agreement unless released by the City.
6. Representations by RBJ.
  - a. RBJ represents and warrants that each is a duly organized company and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its organizational documents or the laws of the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this agreement by proper company action.

b. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of RBJ, or any indebtedness, agreement or instrument of whatever nature to which RBJ, is now party or by which it is bound, or will constitute a default under any of the foregoing.

## **II. GENERAL REQUIREMENTS**

### **A. EFFECTIVE DATE**

This Agreement shall be effective on the date and year first written above.

### **B. TERM**

The term of this Agreement commences on the date hereof, and all water and sewer main construction services, both on the RBJ parcel and on the Brunner parcel, shall be completed by December 31, 2026.

### **C. DEFAULT**

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days after receipt of written notice of default from the other, (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure). In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non- defaulting party may institute such proceedings

that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Remedies include, but are not limited to:

a. All other remedies available at law or in equity.

2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver made by either party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

#### **D. NOTICE**

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested at:

RBJ LOGISTICS, LLC:	104 Lodge Lane Mauston, WI 53948
RONALD & BARBARA BRUNNER:	277 Hwy 585 Sundance, WY 82729
WITH COPY TO:	Attorney William T. Curran PO Box 140, 111 Oak Street Mauston, WI 53948

CITY: City of Mauston  
c/o Daron Haugh Administrator  
303 Mansion Street  
Mauston, WI 53948

WITH COPY TO: City Attorney  
Mauston, WI 53948

2. By giving the document or written notice personally to the party.

#### **E. MISCELLANEOUS PROVISIONS**

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act.

2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and RBJ.

3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between RBJ and the City.

4. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

5. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

6. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Juneau County, Wisconsin. RBJ Logistics and RBJ expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and RBJ and their respective successors and assigns.

8. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.

9. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

10. Recordation. The City may record a memorandum of this Agreement in the Register of Deeds Office for Juneau County, Wisconsin. All costs of recording shall be paid by the City.

[DOCUMENT CONTINUES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

**RBJ LOGISTICS, LLC**

By: \_\_\_\_\_  
Ronald E. Brunner, Managing Member                      Ronald E. Brunner, Individually

By: \_\_\_\_\_  
Barbara A. Brunner, Managing Member                      Barbara A. Brunner, Individually

**CITY OF MAUSTON**

By: \_\_\_\_\_  
Darryl Teske, Mayor

Attest: \_\_\_\_\_  
Daron Haugh, Administrator

STATE OF WISCONSIN    )  
  ) ss.  
JUNEAU COUNTY            )

Personally came before me this \_\_\_\_\_ day of March, 2025, the above named, Darryl Teske, Mayor, and Daron Haugh, Administrator, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City of Mauston's authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

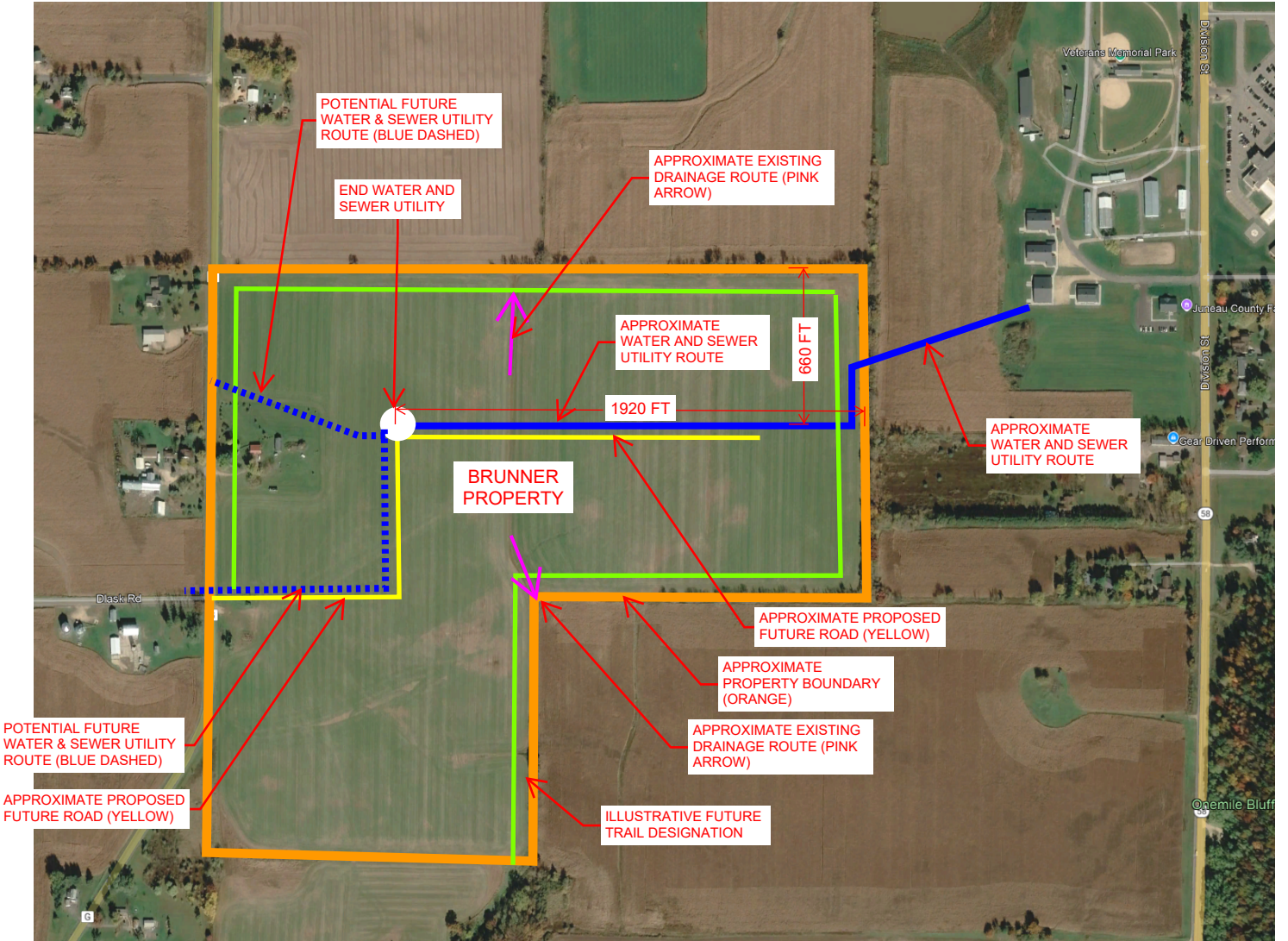
STATE OF WISCONSIN    )  
  ) ss.  
JUNEAU COUNTY            )

Personally came before me this \_\_\_\_\_ day of March, 2025, the above named, Ronald E. Brunner and Barbara A. Brunner, to me known to be the persons who executed the foregoing instrument personally and as Managing Members of RBJ Logistics, LLC.

\_\_\_\_\_  
William T. Curran  
Notary Public, State of Wisconsin  
My Commission is Permanent.

EXHIBIT A





BRUNNER PROPERTY WATER & SEWER EXHIBIT