

ENVIRONMENTAL ACCESS AGREEMENT

This ENVIRONMENTAL ACCESS AGREEMENT (the “*Agreement*”) is entered into by and between Johnson Controls, Inc. (“*Johnson Controls*”) and the City of Watertown, Wisconsin (“*City*”) as of this day May _____, 2023 related to the Watertown Municipal Airport) (the “*Property*”) owned by the City and located at 1741 River Drive (Parcel Nos. 291-0815-0931-001, 291-0815-0914-051, and 291-0815-0941-001) in Watertown, Wisconsin. Johnson Controls is obligated by the Wisconsin Department of Natural Resources (“*WDNR*”) to perform certain environmental activities related to its formerly-owned facility located at 1007 South 12th Street in Watertown, Wisconsin and desires to obtain access to the Property for the purposes of performing sampling and testing of groundwater.

Because Johnson Controls desires access to the Property and the City desires to cooperate with Johnson Controls in its performance of the environmental work, the parties agree as follows:

1. The City grants to Johnson Controls, its employees, agents, contractors, subcontractors and consultants, the right to enter the Property for the purpose of conducting the “*Work*,” as defined in §2 below.

2. The “*Work*” will comprise the installation of two monitoring wells in accordance with Wisconsin administrative regulations to depths of approximately 15 feet completed with a maximum eight-inch diameter locking protective casing, the operation, sampling, and maintenance of the well, and all such additional activities as may be required of Johnson Controls to satisfy the WDNR. Within 90 days of the monitoring wells no longer being required by WDNR, Johnson Controls will abandon the monitoring wells in accordance with Wisconsin Administrative Code Chapter NR 141. The abandonment will include removal of the steel protective casing, surficial concrete seal; and the inner well casing and well materials will be removed to at least three feet below grade. The monitoring well will be abandoned in a manner such that it will not be a safety hazard after abandonment. Johnson Controls will restore the area where work is performed to its approximate original grade and appearance, to the extent practicable.

3. Prior to the installation of monitoring wells on the Property, a representative of Johnson Controls will meet at the Property with a representative of the City to obtain the City’s prior verbal approval of the proposed well locations and the type of well surface completion.

4. All Work undertaken by Johnson Controls will be performed and completed in a workmanlike manner. Johnson Controls will restore any damage to the Property resulting from the Work on the Property to a condition substantially equal to that existing immediately prior to the commencement of the Work. Such restoration will commence as soon as reasonably practicable after completion of the Work and will be promptly completed.

5. In the event a monitoring well interferes with any proposed sale or development of the property, the City has the right to require a modification of the well casing elevation or the removal of the monitoring well(s) and the reclamation thereof as provided in this Agreement.

6. Johnson Controls will indemnify and hold the City harmless from and against any and all personal injury claims or property damage caused by the negligent acts or omissions of Johnson Controls and/or its employees, agents, contractors, subcontractors and consultants, while on the Property, directly arising out of or directly relating to their access onto the Property and/or their performance of the Work; provided that the City gives Johnson Controls notice of any facts which may form the basis of a claim under this indemnity within a reasonable time of learning the same. However, this indemnity shall not cover any personal injury, property damage or environmental contamination to the extent caused by the intentional or negligent acts or omissions of the City and/or any other responsible party.

ENVIRONMENTAL ACCESS AGREEMENT

7. Johnson Controls will provide the City with any communication it receives from the WDNR regarding Johnson Controls' obligations to perform the Work.

8. Johnson Controls will provide the City with the results of any laboratory analyses conducted by Johnson Controls of samples of groundwater taken by Johnson Controls at the Property.

9. The Parties acknowledge that the Work will continue until the requirements of WDNR are satisfied.

10. The Work under §2, the restoration required under §4, and any modifications requested under §5 above, will be undertaken at Johnson Controls' sole cost and expense.

11. This Agreement may be modified or terminated at any time by a written amendment signed by both parties and shall be governed by the laws of the State of Wisconsin. This Agreement shall inure to the benefit of and be binding upon each of the parties, and their respective successors and assigns.

12. The undersigned specifically represent that they are authorized to execute this Agreement.

The parties have executed this Agreement on the day and year written below.

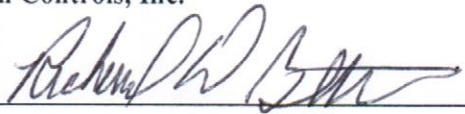
The City of Watertown

By: _____

Name: Emily McFarland

Title: Mayor

Johnson Controls, Inc.

By:  _____

Name: Rick Bethel

Title: Sr. Manager Environmental Remediation, EHS

Date: 5/19/2023