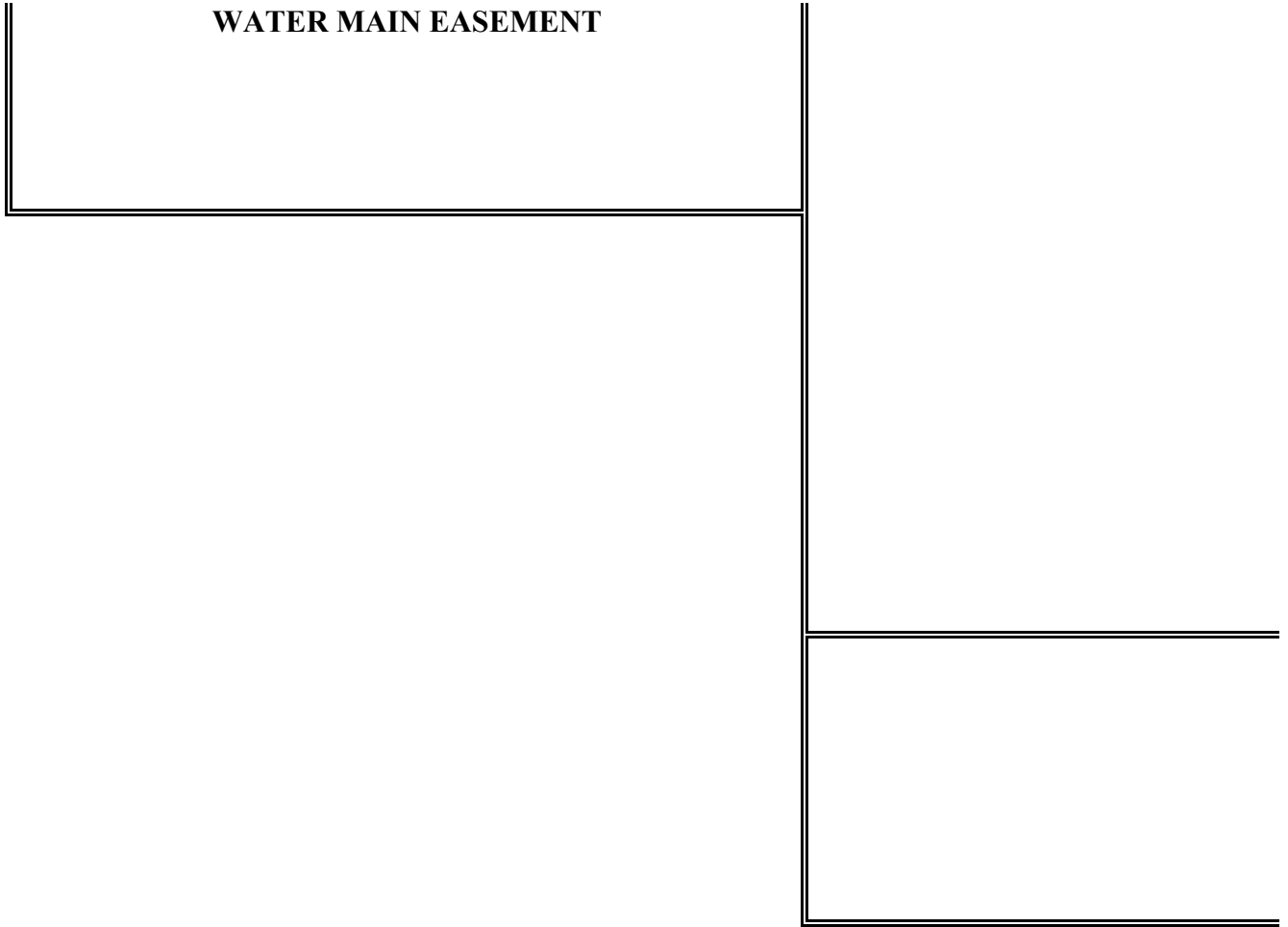


WATER MAIN EASEMENT



292-0515-3324-000

Tax Parcel Number

THIS EASEMENT (“*Easement*”) is granted by to the City of Whitewater (“*Grantor*”) to the City of Whitewater and its successors and assigns (collectively “*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 has a water main located on the property described in exhibit A;

C. Grantor plans to subdivide the property described in exhibit A by a certified survey map for the purpose of selling some of the lots established by the map but seeks to establish an easement (the "**Easement Area**") for the water main located on the property for Grantees future use and benefit after any of the lots are sold;

D. The Easement Area is more particularly described on Exhibit B which is attached

hereto and made a part hereof.

E. Grantor desires to grant and establish, upon the terms and conditions contained in this Document 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 Grantor.

DOCUMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency 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 for the installation, operation, and maintenance of a Water Main System in the area described in Exhibit B attached hereto, along with the right to ingress and egress over the Easement Area necessary to fulfill the purpose of this Document.
3. Permitted Users. The Easement 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 Document.
4. Municipal Services. Any municipal body, and its employees and agents, that provide Grantor with any current or future services shall have the right to access the Easement Area to provide services related to the Easement.
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 Document, Grantee shall reasonably restore the surface of the Easement Area and shall remove all construction debris resulting from such activities from the Easement Area.
7. No Interference with Rights. The parties shall at no time interfere with the rights of the other party which are provided in this Document.
8. Covenants Run with Land. All of the terms and conditions in this Document, 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. 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.

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

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

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

12. Amendment. This Document 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 Document.

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

14. Invalidity. If any term or condition of this Document, or the application of this Document to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Document, 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.

15. 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 Document 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 Document.

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

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

18. Counterpart Execution. This Document 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 document.

19. Clear Title. By signing below, Grantor warrants and represents it 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]

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 Easement for the Installation, Operation, and
Maintenance of a Water Main System**

