

**PUBLIC UTILITY
EASEMENT
AGREEMENT**

Document Title

Document Number

Drafted by and Return to:
Steven T. Chesebro, City Attorney City of
Whitewater
312 W. Whitewater St.
P.O. Box 178
Whitewater, WI 53190

/HAS 00069

Parcel Identification Number

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PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this “Agreement”) is made as of the ____ day of October, 2025, by and between CITY OF WHITEWATER, a Wisconsin municipal corporation (“Grantee”), and 960 E Milwaukee, LLC., a Wisconsin Limited Liability Corporation (“Grantor”).

RECITALS:

A. Grantor is the owner of certain real property in the City of Whitewater, County of Walworth, State of Wisconsin, legally described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof (the “Easement Premises”).

B. Grantor has agreed to grant to Grantee an easement for utility facilities, all subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive, permanent easement, license, right and privilege of the use of the Easement Premises for the construction, maintenance, operation, repair, and replacement of public utility facilities together with the necessary improvements, equipment, and appurtenances (collectively, the “Facilities”), under and across the Easement Premises for the benefit of Grantor and neighboring property.

2. **Maintenance, Repair and Replacement.** Grantee shall, at Grantee’s sole cost and expense, install the Facilities and be responsible for maintaining the Facilities in good condition and repair, and in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. In exercising its easement rights pursuant to this Agreement, Grantee agrees to give Grantor reasonable advance notice of any entrance onto the Easement Premises except in the event of an emergency. All maintenance shall be done in a manner so as to limit interference with the access and use of the Easement Premises and the remaining property of Grantor.

3. **Restoration.** After the performance of any maintenance, repair and/or replacement of the Facilities by Grantee, Grantee shall promptly restore the Easement Premises to the condition in which it existed prior to such maintenance, repair and/or replacement and shall be responsible, at its sole cost, for any surface restoration necessary after the performance of any maintenance, repair and/or replacement of the Facilities, including restoration of paved and unpaved portions of the Easement Premises.

4. **Landscaping and Vegetation.** No plantings and landscaping are allowed within the Easement Premises that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Premises without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent regrowth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.

5. **Elevation.** After the installation of Facilities, and final grading of the Easement Premises, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Premises, without the express written consent of the Grantee.

6. **Improvements.** The parties agree that Grantee may construct a concrete slab not to exceed the size of the easement and place and maintain certain equipment on the concrete slab for purpose of public utility facilities. The parties agree that no other structures (other than driveways, parking lots, sidewalks, utilities and landscaping improvements) will be erected in the Easement Premises.

7. **Reservation of use by the Grantor.** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Premises consistent with rights herein granted.

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 Grantor and the Grantee and their respective successors and assigns. The party named as the Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Easement Premises shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Easement Premises.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Circuit courts of Walworth County, Wisconsin.

10. **Non-Use.** Grantee's non-use or limited use of the easement granted in this Agreement shall not prevent Grantee from later use of the easement to the fullest extent authorized in this Agreement.

11. **Entire Agreement.** This Agreement is the entire understanding regarding the subject matter of this Agreement and supersedes all prior oral or written understandings, agreements, and representations between the parties.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original agreement.

13. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Easement granted under this Agreement to the general public.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute the foregoing Public Utility Easement Agreement as of the date and year first above written.

GRANTEE:

City of Whitewater, a Wisconsin municipal corporation

By: _____
Name: John Weidl
Title: City Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF WALWORTH)

Personally came before me this ____ day of _____, 2022, the above-named _____, as City Manager of the City of Whitewater, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

GRANTOR:

960 E Milwaukee, LLC
By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named _____, as _____ of 960 E Milwaukee, LLC, to me known to be the persons who executed the foregoing and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

EASEMENT PREMISES LEGAL DESCRIPTION

A 20 feet x 25 feet rectangle which is Part of Outlot No. 5 of the S.C. Hall's Outlots in S.C. Hall's Addition to the City of Whitewater, Walworth County, Wisconsin described as follows: Commencing at the southwestern corner of Outlot No. 5; running thence northeasterly along the West Line of Outlot No. 5 a distance of 20 feet; thence easterly parallel to the south line of said Outlot 5, 25 feet; thence southernly parallel to the west line of said Outlot 5, 20 feet; thence West along the south line of said Outlot 5, 25 feet to the place of beginning.

EASEMENT PREMISES ILLUSTRATION

