

**PRIVATE
STORM SEWER
EASEMENT
AGREEMENT**

Document Number

Document Title

Drafted by and Return to:
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22 E. Mifflin St., Ste. 700
Madison, WI 53703

V-23-1469

Parcel Identification Number

PRIVATE STORM SEWER EASEMENT AGREEMENT

This Private Storm Sewer Easement Agreement (this "Agreement") is made as of the ____ day of _____, 2022, by and between CITY OF MILTON, a Wisconsin municipal corporation ("Grantor"), and CLASEN QUALITY CHOCOLATE, INC., a Wisconsin corporation ("Grantee").

RECITALS:

A. Grantor is the owner of the parcel of land located in the City of Milton, County of Rock, State of Wisconsin which is known as "Private Storm Sewer Easement 'A'", "Private Storm Sewer Easement 'B'", and "Private Storm Sewer Easement 'C'", as legally described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof (collectively, the "Easement Premises").

B. Grantor has agreed to grant to Grantee easements for storm sewer 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 declares, grants and conveys to Grantee, its successors and assigns, and Grantee hereby accepts from Grantor, perpetual, non-exclusive easements over the Easement Premises for the purpose of installation, operation, maintenance, repair, replacement and removal of an underground storm sewer system and related facilities (the "Facilities") within the Easement Premises, together with the right to enter upon the Grantor Property, as may be reasonably necessary to carry out the purposes of this Agreement.

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 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. Improvements. The parties agree that no structures (other than driveways, parking lots, sidewalks, utilities and landscaping improvements) will be erected in the Easement Premises.

5. 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 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.

6. Miscellaneous. Grantee's non-use or limited use of the easements granted in this Agreement shall not prevent Grantee from later use of the easements to the fullest extent authorized in this 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. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute the foregoing Private Storm Sewer Easement Agreement as of the date and year first above written.

GRANTOR:

City of Milton, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, the above-named _____, as _____ of City of Milton, 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: _____

GRANTEE:

Clasen Quality Chocolate, Inc., a
Wisconsin corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named
_____, as _____ of Clasen Quality Chocolate, Inc., a Wisconsin corporation,
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 DESCRIPTIONS

Private Storm Sewer Easement “A” Legal Description

Part of Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668, being part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 36; thence North 00°-35'-49" West along the West line of said Southeast 1/4, a distance of 2,637.60 feet; thence South 89°-11'-51" East, a distance of 156.68 feet to the point of beginning; thence continuing South 89°-11'-51" East, a distance of 20.05 feet; thence South 03°-09'-10" East, a distance of 93.62 feet; thence South 86°-50'-50" West, a distance of 20.00 feet; thence North 03°-09'-10" West, a distance of 95.00 feet to the point of beginning.

Private Storm Sewer Easement “B” Legal Description

Part of Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668, being part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 36; thence North 00°-35'-49" West along the West line of said Southeast 1/4, a distance of 2,637.60 feet; thence South 89°-11'-51" East, a distance of 223.32 feet to the point of beginning; thence continuing South 89°-11'-51" East, a distance of 20.02 feet; thence South 03°-15'-36" West, a distance of 93.00 feet; thence North 86°-44'-24" West, a distance of 20.00 feet; thence North 03°-15'-36" East, a distance of 92.14 feet to the point of beginning.

Private Storm Sewer Easement “C” Legal Description

Part of Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668, being part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin being more particularly described as follows:

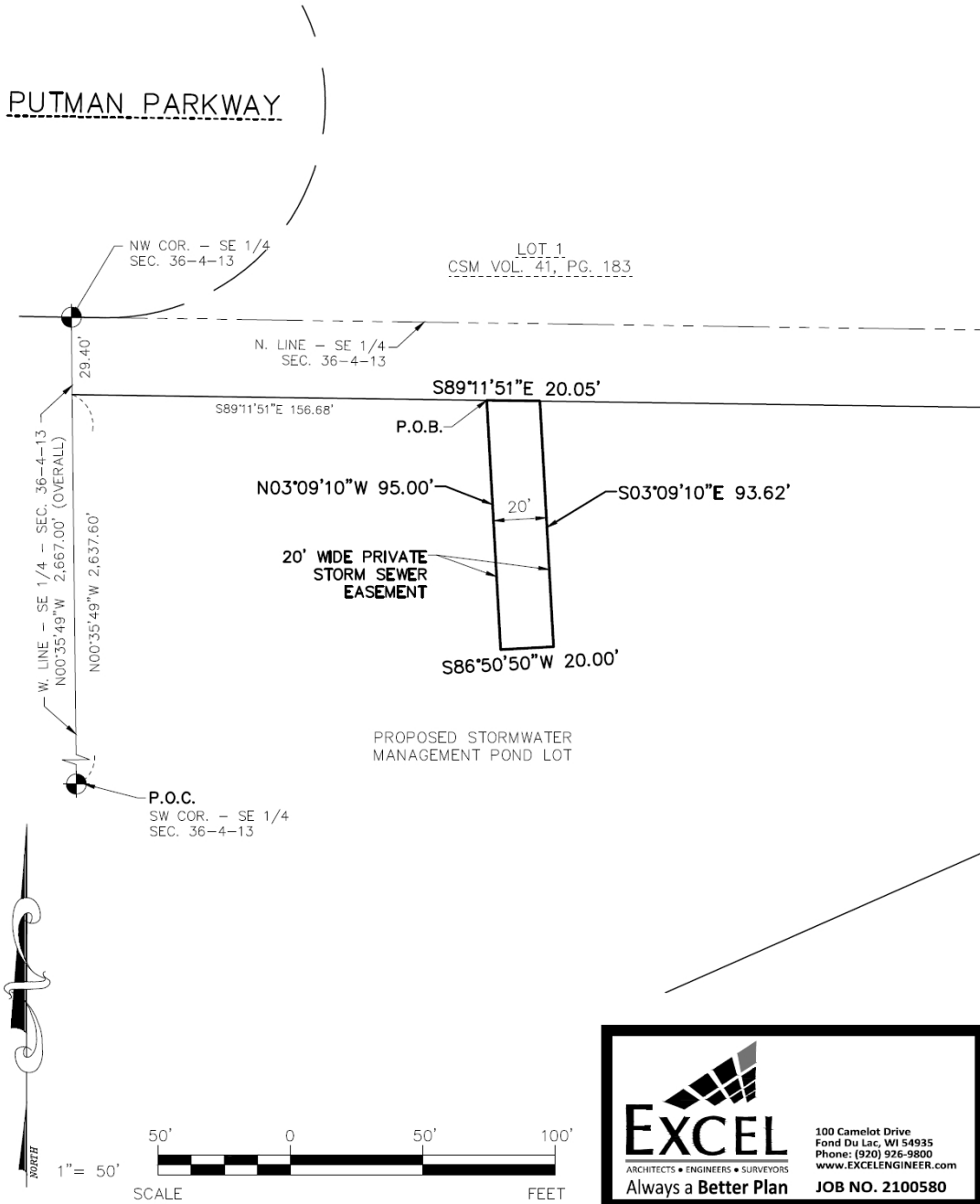
Commencing at the Southwest corner of the Southeast 1/4 of said Section 36; thence North 00°-35'-49" West along the West line of said Southeast 1/4, a distance of 2,637.60 feet; thence South 89°-11'-51" East, a distance of 261.34 feet to the point of beginning; thence continuing South 89°-11'-51" East, a distance of 20.00 feet; thence South 00°-15'-54" East, a distance of 71.12 feet; thence North 75°-13'-35" East, a distance of 81.61 feet; thence North 37°-40'-40" East, a distance of 61.49 feet; thence South 89°-11'-51" East, a distance of 25.00 feet; thence South 37°-40'-40" West, a distance of 95.00 feet; thence South 77°-55'-35" West, a distance of 85.25 feet; thence South 89°-44'-06" West, a distance of 34.31 feet; thence North

00°-15'-54" West, a distance of 15.00 feet; thence North 75°-13'-35" East, a distance of 14.82 feet; thence North 00°-15'-54" West, a distance of 76.67 feet to the point of beginning.

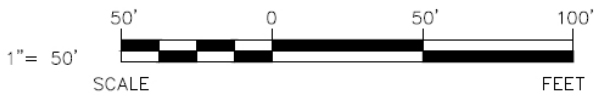
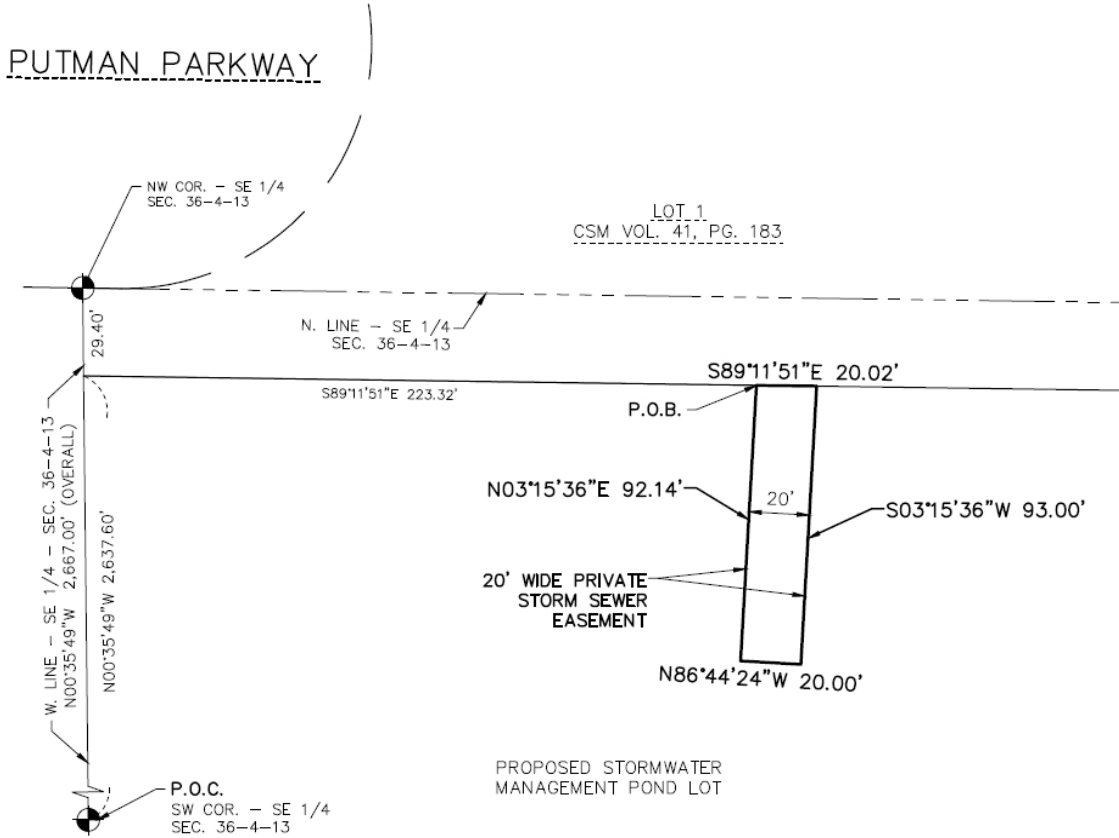
EXHIBIT B

EASEMENT PREMISES ILLUSTRATIONS

PRIVATE STORM SEWER EASEMENT "A" EXHIBIT



PRIVATE STORM SEWER EASEMENT "B" EXHIBIT





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PRIVATE STORM SEWER EASEMENT "C" EXHIBIT

