

**PUBLIC UTILITY
EASEMENT
AGREEMENT**

Document Title

Document Number

Drafted by and Return to:
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V-23-1469

Parcel Identification Number

PUBLIC UTILITY EASEMENT AGREEMENT

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

RECITALS:

A. Grantor is the owner of certain real property in the City of Milton, County of Rock, 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 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 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.

6. Miscellaneous. 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. 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 Public Utility Easement Agreement as of the date and year first above written.

GRANTEE:

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 the 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: _____

GRANTOR:

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 DESCRIPTION

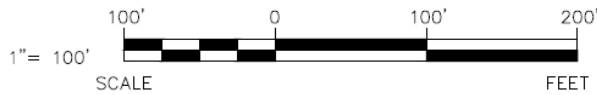
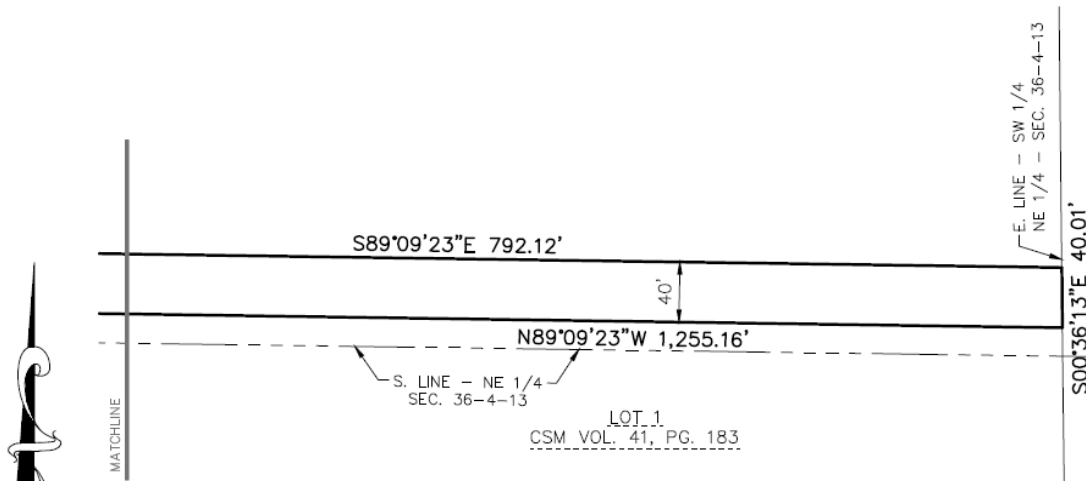
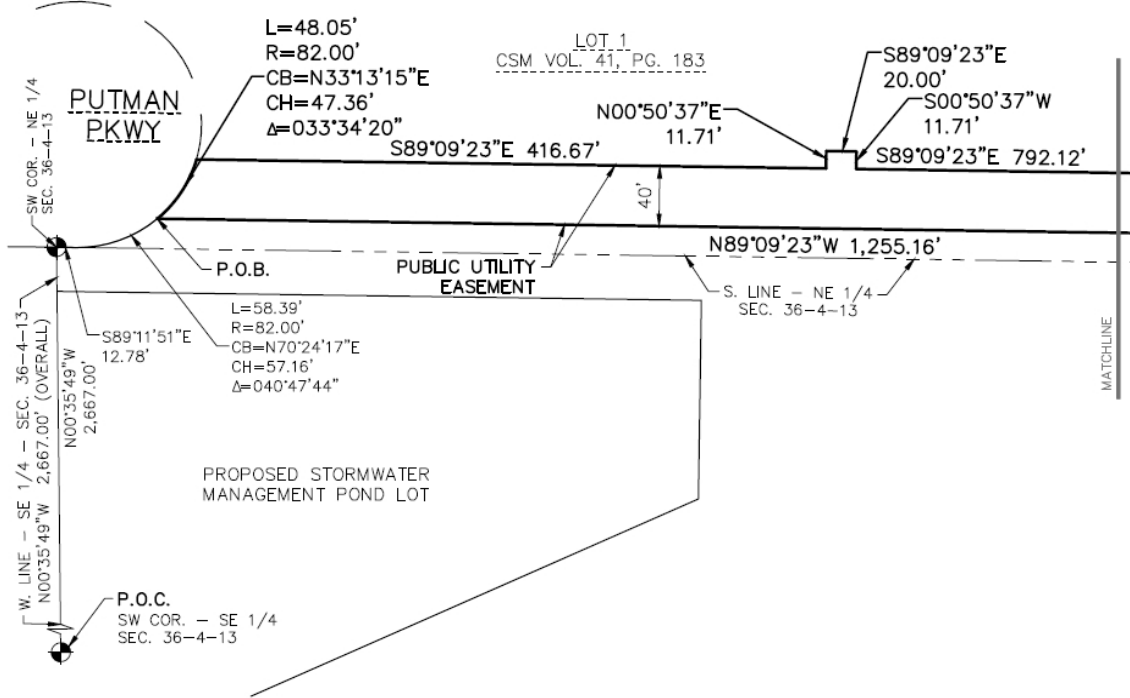
Part of Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668, being part of Southwest 1/4 of the Northeast 1/4 of Section 36, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin being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

Commencing at the Southwest corner of the Southeast 1/4 of said Section 36; thence North $00^{\circ}-35'-49''$ West along the West line of said Southeast 1/4, a distance of 2,667.00 feet to the Southwest corner of the Northeast 1/4 of said Section 36; thence South $89^{\circ}-11'-51''$ East along the South line of said Northeast 1/4, a distance of 12.78 feet; thence Northeasterly 58.39 feet along the Southerly right-of-way line of Putman Parkway on a curve to the left having a radius of 82.00 feet, the chord of said curve bears North $70^{\circ}-24'-17''$ East, a chord distance of 57.16 feet to the point of beginning; thence continuing Northeasterly 48.05 feet along said Southerly right-of-way line on a curve to the left having a radius of 82.00 feet, the chord of said curve bears North $33^{\circ}-13'-15''$ East, a chord distance of 47.36 feet; thence South $89^{\circ}-09'-23''$ East, a distance of 416.67 feet; thence North $00^{\circ}-50'-37''$ East, a distance of 11.71 feet; thence South $89^{\circ}-09'-23''$ East, a distance of 20.00 feet; thence South $00^{\circ}-50'-37''$ West, a distance of 11.71 feet; thence South $89^{\circ}-09'-23''$ East, a distance of 792.12 feet to the East line of the Southwest 1/4 of said Northeast 1/4; thence South $00^{\circ}-36'-13''$ East along said East line, a distance of 40.01 feet; thence North $89^{\circ}-09'-23''$ West, a distance of 1,255.16 feet to the point of beginning.

EXHIBIT D

EASEMENT PREMISES ILLUSTRATION

PUBLIC UTILITY EASEMENT EXHIBIT





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