

Return to:  
Racine City Attorney  
730 Washington Av  
Racine, WI 53403

## WATERMAIN EASEMENT

151-03-22-18-025-010  
151-03-22-18-025-040

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Parcel Numbers

THIS EASEMENT AGREEMENT is entered into by Convenience Store Investments, a Wisconsin limited partnership and Kwik Trip, Inc., a Wisconsin corporation (collectively "Grantor") and the Village of Mt. Pleasant and the Racine Water Utility (collectively "Grantee").

### RECITALS

A. Grantor is the fee holder of certain real property in the Village of Mt. Pleasant, Racine County, State of Wisconsin, legally described on attached Exhibit A (the "Grantor Property").

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Nonexclusive Easement.** Grantor grants and conveys to Grantee, a permanent nonexclusive easement and right-of-way to construct, reconstruct, maintain, operate, supplement and/or remove the watermain and other related fixtures, equipment and appurtenances, with the right of ingress and egress for the purpose of this grant, over the Easement Property as depicted and legally described on attached Exhibit B; provided however that Grantee shall not interfere with Grantor's use and enjoyment of Grantor's Property or the operation of its business or access thereto. Following construction of the watermain permitted by this Easement and in the event Grantee needs to repair such watermain, Grantee shall restore the Easement Property to its original condition. Grantor shall retain the right to implement (and amend) such rules governing the Grantee's use of the Easement Property as Grantor deems necessary.

2. **Indemnification.** Each party shall indemnify and defend the other parties, their officers, agents and employees from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and legal fees, for claims of any character,

including liability and expenses in connection with the loss of life, for claims or any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the other party or its agents, contractors, subcontractors, invitees or employees.

3. **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, the assigns and successors in interest of Grantor and Grantee.

4. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Racine County, Wisconsin.

7. **Notices.** All notices to any party to this Agreement shall be delivered in person or sent via overnight package delivery or by certified mail, postage prepaid, return receipt requested, to the other parties at the following addresses:

Grantor: Convenience Store Investments  
Attn: Thomas E. Reinhart  
1626 Oak Street  
La Crosse, WI 54603

Kwik Trip, Inc.  
Attn: Thomas E. Reinhart  
1626 Oak Street  
La Crosse, WI 54603

Grantee: Village of Mt. Pleasant  
Attn: Village President  
6126 Durand Avenue  
Mt. Pleasant, WI 53406

City of Racine, Racine Water Utility  
Attn: Keith Haas, General Manager  
800 Center Street  
Racine, WI 53403

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

9. **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 Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of any other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

10. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

11. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement created under this Agreement to the general public or for any public purpose whatsoever.

Dated: \_\_\_\_\_

**GRANTOR:**  
**CONVENIENCE STORE INVESTMENTS**

By: \_\_\_\_\_  
Michael J. Ancius, President of  
Convenience Store Investments, Inc.,  
General Partner

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  )ss  
COUNTY OF LA CROSSE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011, by Michael J. Ancius, President of Convenience Store Investments, Inc., General Partner of Convenience Store Investments, a Wisconsin limited partnership.

X \_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Racine County, State of Wisconsin  
My commission expires: \_\_\_\_\_

**KWIK TRIP, INC.**

By: \_\_\_\_\_  
Donald P. Zietlow, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  )ss  
COUNTY OF LA CROSSE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011, by Donald P. Zietlow, President of Kwik Trip, Inc., a Wisconsin corporation.

X \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Racine County, State of Wisconsin  
My commission expires: \_\_\_\_\_

**GRANTEE:  
THE VILLAGE OF MT. PLEASANT**

By: \_\_\_\_\_  
\_\_\_\_\_, Village President

By: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

**CITY OF RACINE, RACINE WATER UTILITY**

By: \_\_\_\_\_  
John T. Dicker, Mayor

By: \_\_\_\_\_  
Janice M. Johnson-Martin, City Clerk

By: \_\_\_\_\_  
Keith E. Haas, General Manager

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  )ss  
COUNTY OF RACINE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011, by  
\_\_\_\_\_, Village President and \_\_\_\_\_, Village Clerk.

X \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Racine County, State of Wisconsin  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  )ss  
COUNTY OF RACINE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011, by John  
T. Dickert, Mayor; Janice M. Johnson-Martin, City Clerk; and Keith E. Haas, General Manager.

X \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Racine County, State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:  
Racine City Attorney

## EXHIBIT A

### Parcel A – Convenience Store Investments Property

Lot 1, Certified Survey Map No. 1627, recorded on May 4, 1993, in Volume 4 of Certified Survey Maps, at Pages 973-974, as Document No. 1416207, being a part of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin

### Parcel B – Kwik Trip, Inc. Property

Parcel 1 of Certified Survey Map No. 1818 recorded on February 8, 1996 in Volume 5 of Certified Survey Maps, at page 534 as Document No. 1527180, being part of Lot 2 of Certified Survey Map No. 1627 a recorded C.S.M as Document No. 1416207 and being part of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine

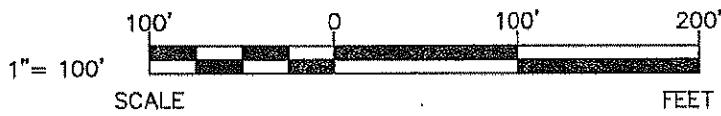
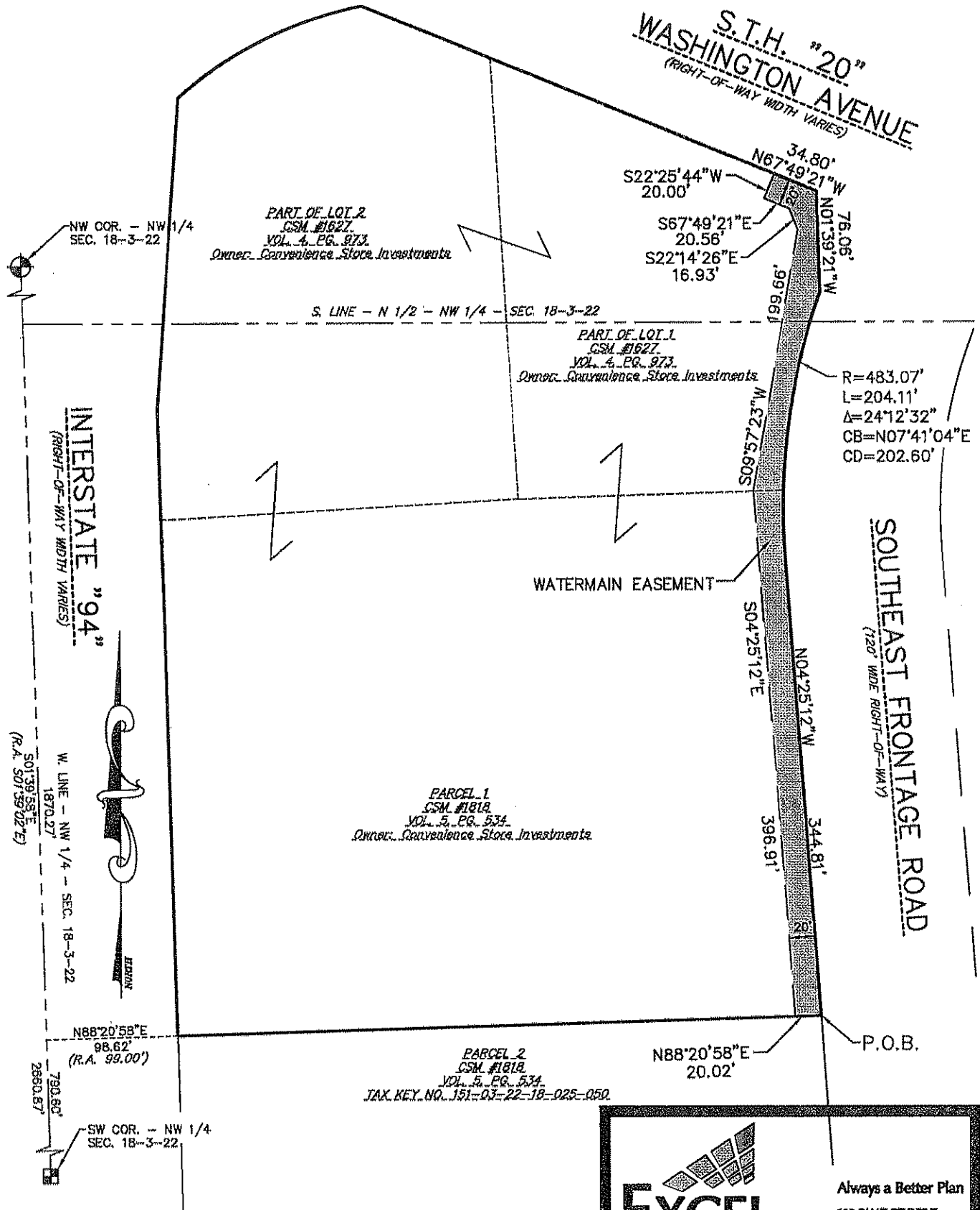
**DESCRIPTION OF A WATER MAIN EASEMENT BEING A PART OF LOT 1,  
CERTIFIED SURVEY MAP NO. 1627, RECORDED IN VOLUME 4, PAGE 973,  
CERTIFIED SURVEY MAPS, RACINE COUNTY REGISTER OF DEEDS AND A PART  
OF PARCEL 1, CERTIFIED SURVEY MAP NO. 1818, RECORDED IN VOLUME 5,  
PAGE 534, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4  
AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 18, T.  
3 N.-R. 22 E., VILLAGE OF MT. PLEASANT, RACINE COUNTY WISCONSIN.**


Description of a Watermain Easement, being a part of Lot 1, Certified Survey Map No. 1627, recorded in Volume 4, Page 973, Certified Survey Maps, Racine County Register of Deeds Office and a part of Parcel 1, Certified Survey Map No. 1818, recorded in Volume 5, Page 534, said Certified Survey Maps and further being a part of the Northwest 1/4 of the Northwest 1/4 and a part of the Southwest 1/4 of the Northwest 1/4, Section 18, T. 3 N.-R. 22 E., Village of Mt. Pleasant, Racine County, Wisconsin and being further described as follows:

Beginning at the Southeast corner of said Certified Survey Map No. 1818; thence North 04°-25'-12" West along the Westerly right-of-way of Southeast Frontage Road, said line also being the Easterly line of said Parcel 1, 344.81 feet; thence Northeasterly along said Westerly right-of-way line on a curve to the right having a radius of 483.07 feet, 204.11 feet along curve to a point that is North 07°-41'-04" East, 202.60 feet from last described point, said line also being the Easterly line of said Parcel 1 and the Easterly line of said Lot 1; thence North 01°-39'-21" West along said Westerly right-of-way line, said line also being the Easterly line of said Lot 1, 76.06 feet to a point on the Southerly right-of-way line of Washington Avenue, also known as State Trunk Highway "20"; thence North 67°-49'-21" West along said Southerly right-of-way line, said line also being the Northerly line of said Lot 1, 34.80 feet; thence South 22°-25'-44" West, 20.00 feet; thence South 67°-49'-21" East, 20.56 feet; thence South 22°-14'-26" East, 16.93 feet; thence South 09°-57'-23" West, 199.66 feet; thence South 04°-25'-12" East, 396.91 feet to the Southerly line of said Parcel 1; thence North 88°-20'-58" East along said Southerly line of Parcel 1, 20.02 feet to the point of beginning and containing 0.3 acres more or less.

**EXHIBIT B**

# WATER MAIN EASEMENT EXHIBIT





**EXCEL**  
ENGINEERING Inc.  
SURVEYING GROUP  
PROJECT NO. 1003520

Always a Better Plan  
100 CAMELOT DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 926-9800  
FAX: (920) 926-9801