

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Agreement") is entered into and effective as of the 31<sup>st</sup> day of December, 2012 by the City of Racine, Wisconsin ("City") and the Racine Wastewater Utility ("Racine Utility").

### **WITNESSETH:**

**WHEREAS**, the Racine Utility is the successor wastewater utility to the Racine Water and Wastewater Utility;

**WHEREAS**, the Racine Utility and the Mt. Pleasant Sewer Utility District No. 1 ("Mt. Pleasant Utility") are parties to an Agreement For Wastewater Transmission Charges and Conveyance of Interceptor Sewers dated March 1, 1993 ("Interceptor Agreement");

**WHEREAS**, the City and Utility are parties to the Racine Area Intergovernmental Sanitary Sewer Service, Revenue-Sharing, Cooperation and Settlement Agreement dated April 25, 2002 ("Intergovernmental Sanitary Sewer Agreement");

**WHEREAS**, the City and Racine Utility have determined that under the provisions of the Intergovernmental Sanitary Sewer Agreement, the City should be assigned the interest of the Racine Utility as a party to the Interceptor Agreement;

**WHEREAS**, the Racine Utility desires to assign its interest in the Interceptor Agreement to the City upon the terms and conditions set forth below; and

**WHEREAS**, the City is willing to accept the assignment of the Racine Utility's interest in the Interceptor Agreement upon the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Racine Utility agree as follows:

1. The Racine Utility hereby assigns, transfers and conveys to the City all of the Racine Utility's right, title and interest in the Interceptor Agreement provided, however, that the Racine Utility shall retain the responsibility to pay on behalf of the City all sums due to the Mt. Pleasant Utility under the Interceptor Agreement from the money collected by the Racine Utility for sanitary sewer services provided to property owners of the City.

2. The City hereby assumes and agrees to perform and observe all of the terms, conditions and covenants of the Interceptor Agreement to be performed and observed by the Racine Utility, as a party to the Interceptor Agreement, from and after the effective date hereof, provided, however, that the Racine Utility shall retain the responsibility to pay on behalf of the City all sums due to the Mt. Pleasant Utility under the Interceptor Agreement from the money collected by the Racine Utility for sanitary sewer services provided to property owners of the City.

3. The assignment set forth above is absolute and unconditional and shall apply to any existing or further amendment, modification, extension or renewal of the Interceptor Agreement.

**IN WITNESS WHEREOF**, the City and Racine Utility have executed this Agreement as of December 31, 2012.

Approved as to form:

\_\_\_\_\_  
Robert Weber, City Attorney

CITY OF RACINE

By: \_\_\_\_\_  
John Dickert, Mayor

Attest: \_\_\_\_\_  
Janice Johnson-Martin, City Clerk

Date Signed: \_\_\_\_\_

RACINE WASTEWATER UTILITY by the RACINE  
WASTEWATER COMMISSION

By: \_\_\_\_\_  
John Engel, President

Attest: \_\_\_\_\_  
Keith Haas, General Manager

Date Signed: \_\_\_\_\_