

**DEDICATION OF WATER SYSTEMS AND
EASEMENTS FOR HIDDEN CREEK CONDOMINIUM ASSOCIATION**

This Dedication of Water Systems and Easements for Hidden Creek, a Condominium is entered into by and between Hidden Creek Condominium Association, Inc. (hereinafter "Grantor"), and the City of Racine, Racine County, Wisconsin, a Wisconsin municipal corporation ("City"), through the Racine Water Utility, a department of the City and a municipal public utility (governed by the Racine Waterworks Commission) ("Grantee").

Hidden Creek Condominium Association, Inc. ("Grantor"), for and in consideration of One Dollar and other good and valuable consideration, to be paid by the Racine Water Utility, ("Grantee"), receipt of which is hereby acknowledged, does hereby convey to Grantee a perpetual easement and right-of-way on, over, under and across portions of the real estate described on Exhibit A (Water Main Easement Description and Plat of Hidden Creek Condominium) for the purpose of accepting the dedication thereof and installing, replacing, repairing and maintaining water lines. The permanent easement being 20 feet, the centerline of which will be water mains, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the property for the purpose of installing, replacing, repairing, testing, enlarging, expanding and maintaining the water lines to Grantee, its successors and assigns. The water mains that are hereby dedicated are shown on the exhibit attached hereto, as contained within Easement Descriptions #1 and #2 ("Existing Mains"), and the water main that is to be installed for future use shown as contained within Easement Description #3 ("Future Main"). Due to the location of the service stop boxes, the Grantor shall retain ownership of the existing water services lines running from the to-be-dedicated water main to each building unit. The easement area shall be 20 feet wide 10 feet on each side of the Existing Mains, Future Mains and Fire Hydrant assemblies.

When installing new, or replacing, repairing, testing, enlarging, expanding and maintaining the Existing or Future Mains, Grantor does hereby convey to Grantee a temporary construction easement and right-of-way on, over and across the real estate described in this Agreement for the purpose of working on said water lines. The

temporary construction easement will be in a width adequate for construction equipment to navigate, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the property for the purpose of installing said water lines to Grantee. The grants of easement, however, are subject to the following conditions:

1. In certain cases, the 20-foot-wide easement area may encroach on some of the units. The 20-foot-wide easement area shall be reduced to 15-foot-wide by excepting that portion of the easement area that contains a condominium unit or other structure. Due to the proximity of the dedicated mains to the units, Grantee hereby agrees to use only that portion of the easement area necessary to make the necessary installation, replacement, repair, testing, enlargement, expansion or maintenance that is necessary.
2. Grantee releases and will release Grantor from and all liability for loss or damage to the property placed or maintained by Grantee on the land covered by this Agreement. This grant is made upon the further express condition that Grantee will indemnify and save harmless Grantor against the claim of any persons for loss, injury or damage to either person or property growing out of or due in any manner to any work performed in the future associated in any way with the location, laying or re-laying or construction of the sanitary sewer or water pipelines upon and across the land covered as they exist on the date of the recording of this Agreement or in any way resulting from the exercise by Grantee of the rights granted in this Agreement; and that Grantee will reimburse Grantor for any loss or damage to the property of Grantor in the exercise of the rights granted in this Agreement if the damage to the property is caused by the gross negligence of Grantee.
3. Grantor hereby reserves the right to use the property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted. Grantee accepts this grant subject to the rights of Grantor to grant further easements in the future for pipelines, telephone lines, or electric

light and power lines or for other purposes, provided they shall not unreasonably interfere with the rights granted in this Agreement.

4. No permanent building, structure, plantings or trees shall be placed on the land granted as a permanent easement without the written consent of the Grantee, but the same may be used for such other purposes which do not interfere with the rights of Grantee contained in this Agreement.
5. Any pipelines re-laid or constructed pursuant to this easement shall be re-laid and constructed in a good workmanlike manner and shall be buried to a depth to prevent freezing, and the surface of the ground over the pipeline shall be restored to the conditions set forth in Paragraph 8. In the performance of any work by Grantee in the laying, re-laying, or constructing the pipeline, Grantee shall perform no act or make any representation to any person or persons whomsoever that Grantee, its agents or representatives is the principal or agent of Grantor in any particular manner.
6. Grantee will at all times while installing, replacing, repairing and maintaining the water lines provide a safe and convenient means of ingress and egress from the public or private street and to and from any parking lot developed for pedestrian and vehicular traffic.
7. Grantee will take all measures necessary to protect the existing utilities of Grantor and will promptly repair any damage to the lines.
8. Grantee agrees that it will cover all fill with at least six inches of high quality black dirt and also agrees that it will replace all areas which were previously in grass with a high-quality grass sod or seed. Further, Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the easement to a reasonable restorative condition; however, Grantee will not restore stamped or stained concrete, brick retaining walls, and other

decorative surfaces or landscaping – the costs of any such upgrades, at the option of the Grantor, shall be paid by Grantor.

9. This declaration shall be binding upon the assigns or successors in interest of Grantor and shall run with the land.
10. The Grantee shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the easement area, regardless of the cause of the injury, except to the extent cause by the negligence or misconduct of the Grantor or its agents or employees.
11. The Grantor shall indemnify the Grantee from and against all loss, costs (including reasonable attorney fees), injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantor's activities conducted within the easement area, regardless of the cause of the injury, except to the extent cause by the negligence or misconduct of the Grantee or its agents or employees. This indemnity shall not apply to damages occasioned by watermain breaks of the Existing Mains, inasmuch as Grantee did not construct said mains and cannot verify the design, condition or structural integrity of the Existing Mains. Further, Grantor shall indemnify the Grantee from and against all loss, costs (including reasonable attorney fees), injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with watermain breaks of the Existing Mains, to persons or property outside of the easement area, except to the extent cause by the negligence or misconduct of the Grantee or its agents or employees.

12. Nothing in this Agreement shall be deemed a gift of dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever, with the exception that the Grantor is dedicating the water lines to Grantee as provided for herein.

IN WITNESS WHEREOF, Grantor has caused its hand and seal to be affixed, and Grantor has caused this Agreement to be executed and attested with its corporate seal affixed by its proper officers duly authorized.

Executed at Racine, Wisconsin, this _____ day of _____, 2017.

HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC.
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By: _____
President

Attest: _____
Secretary

STATE OF WISCONSIN)
 SS
COUNTY OF Racine)

Personally came before me this _____ day of _____, 2017, the above-named _____ and _____, to me known to be the President and Secretary of Hidden Creek Condominium Association and to me known to be the person who executed the foregoing instrument.

Notary Public Racine County, Wisconsin
My Commission expires: _____

CITY OF RACINE

By: _____
Dennis Wiser, Mayor

Attest: _____
Janice Johnson-Martin, City Clerk
Date Signed: _____

RACINE WATER UTILITY by the RACINE
WATERWORKS COMMISSION

By: _____
Kathleen DeMatthew, President

Attest: _____
Keith Haas, General Manager
Date Signed: _____

STATE OF WISCONSIN)
 ss
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2017, the above-named Kathleen DeMatthew, President of the Racine WaterWorks Commission, the Mayor and City Clerk respectively of the City of Racine, and to me known to be the persons who executed the foregoing instrument.

Notary Public Racine County, Wisconsin
My Commission expires: _____