

Nov 14, 02

AGREEMENT

THIS AGREEMENT made this 14th day of November 2002 by and between Joseph J. Rainke, hereinafter referred to as developer and the Town of Mecan, Marquette county, Wisconsin, hereinafter referred to as Town;

WHEREAS, Developer wishes to improve the existing water system presently for the Developers campground, herein referred to as RRVP;

AND WHEREAS, in order to adequately serve his Campground in the Town of Mecan, it is necessary to have an easement crossing under Huron Bay Drive in order to develop the water lines;

NOW THEREFORE, IT IS HEREBY AGREED BY THE Developer and Town in consideration of mutual covenants herein set forth as follows:

1. The developer shall be granted an easement under Huron Bay Drive, a copy of which Agreement is attached hereto for reference.
2. The Developer shall place under Huron Bay Drive, between W-380 & W-375, one (1) three inch PVC sleeve line.
3. The Developer shall have the right to immediately place a two inch SCH 40 PVC waterline in the sleeve line
4. The pipe shall be buried 6-7 feet in depth and at a sufficient level so as not to impede the installation or servicing of any other utilities serving the area.
5. All work shall be done by licensed individuals according with Federal, State And local laws and codes. The Town Board shall be shown proof of these certifications of each of the persons prior to installing said work.
6. The Developer will be required to post permanent signs on each side of the Road right-of-way signifying the presence of the lines. In addition, the Developer will be required to post phone numbers notifying individuals who wish to construct additional easements, whom to contact for information about the location of the pipe.
7. The Developer shall be responsible for the cost of all work necessary for the installation, maintenance, and repair of said waterline.
8. Developer, for himself, his heirs, and assigns covenant with Town that the Grantees will make all installation and repairs at their own cost and will repair and maintain in a proper, substantial and workmanlike manner all the above described line for distribution. Developer shall be responsible for all remedial work to the right-of-way or roadway surface caused by these modifications.
9. Under no circumstances will the Town ever be responsible for any repairs, ^{or} Maintenance to the waterlines now and in perpetuity.

or replacement or signs,

Reinke Property

W-380 Huron Bay Drive

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Roy Lathrop Property

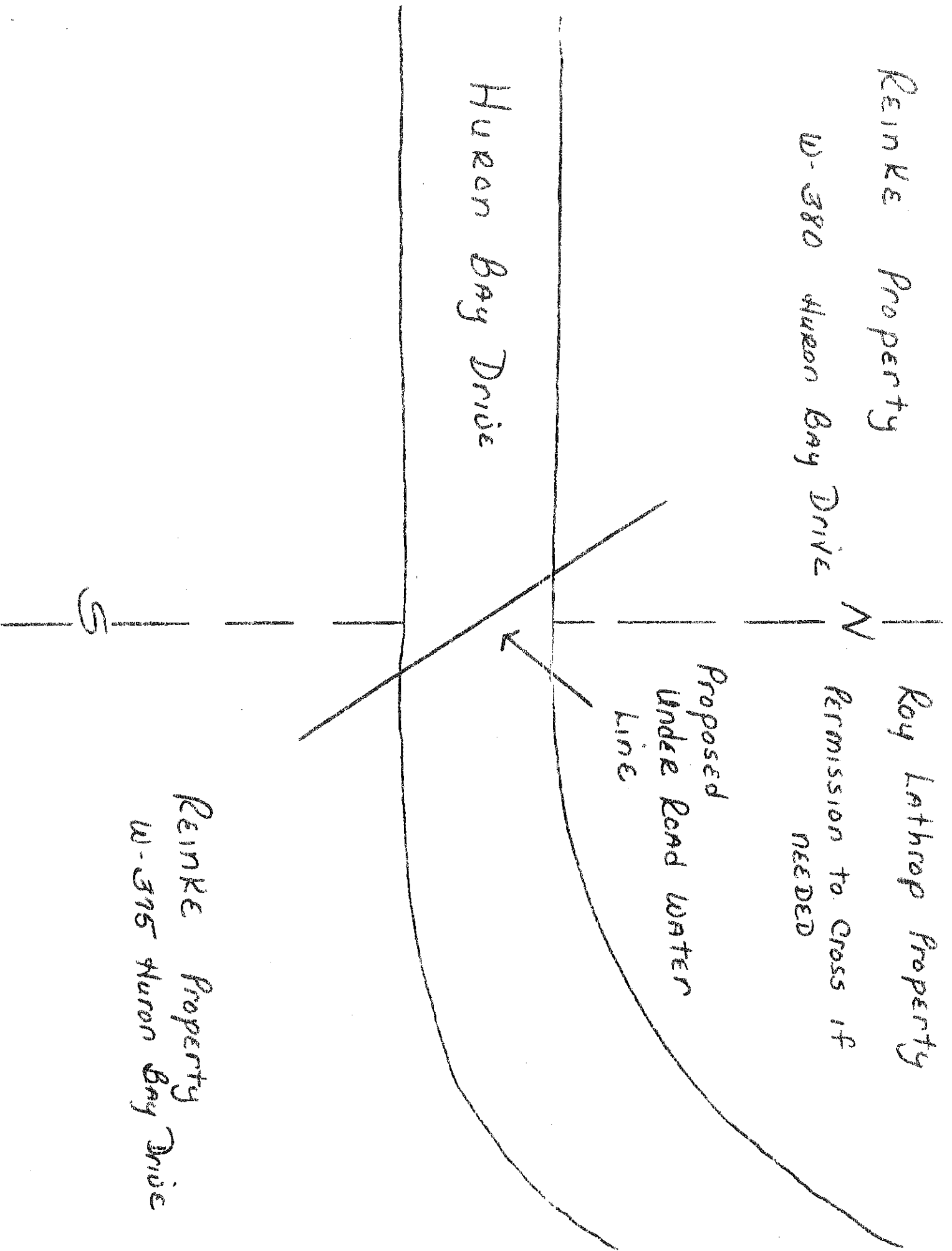
Permission to Cross if
NEEDED

Proposed
Under Road Water
line

Huron Bay Drive

Reinke Property
W-375 Huron Bay Drive

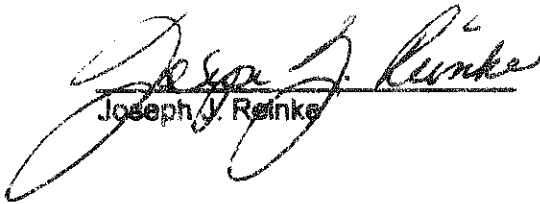
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10. The Developer shall be responsible for restoring the ditches on either side of the easement in accordance with normal Town standards.
11. The Developer, his heirs and assigns agree to indemnify and forever hold harmless the Town Of Mecan from any and all claims or causes in action, including any expenses, subrogation claims for claims for contribution and / or indemnification and attorney fees resulting from any negligence on the part of the Developer in the installation of the waterline and any damage resulting from maintenance and repairs on the line as well as any damages occurring to the settlement of excavation and the like.
12. The covenants, agreements and liabilities shall affect the Developer, his heirs and assigns.

DATED this 14th day of November 2002

TOWN OF MECAN



Joseph J. Reinke



By: Earl H. Ewert, Chairperson



By: Arlowayne E. Wegner, Town Clerk