

AGREEMENT

*E.H.E.*

THIS AGREEMENT made this ~~10~~ <sup>11th</sup> day of ~~July~~ <sup>July</sup>, 2000 by and between Joseph Rienke, 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 septic system presently for a portion of Developers mobile home park, herein referred to RMHP; *(Reinke's Mobile Home Park)*

*E.H.E.*

AND WHEREAS, in order to adequately serve his Mobile Home Park in the town of Mecan, it is necessary to have easements crossing under Tomahawk Trail in order to develop the forcemain lines;

*ME*

AND WHEREAS, it is the best interests of the Mobile Home Park and the citizens of the Town of Mecan to have the septic system on the ~~West~~ <sup>East</sup> side of Tomahawk Trail and install the forcemain under Tomahawk Trail, thereby eliminating the need for individual holding tanks and an increased traffic and health hazard from pumping, etc.;

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

1. The developer shall be granted an Easement under Tomahawk Trail, a copy of which Agreement is attached hereto for reference.
2. The Developer shall place <sup>Under East</sup> on Tomahawk Trail Easement one (1) three inch PVC sleeve line. *located between N3543 and N3549 East Tomahawk Trail*
3. The Developer shall have the right to immediately place a two inch SCH 40 PVC forcemain line for septic effluent distribution in the sleeve line. *E.H.E.*
4. The pipes 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.

State of Wisconsin approval is required for said work and has already been obtained by Developer and will be presented to the Town Board prior to commencement.

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 forcemain line.

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 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 forcemain line now and in perpetuity.
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 forcemain line 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 20 day of June, 2000.

TOWN OF MECAN

  
Joseph Rienke

 July 11, 2000  
By: Earl H. Ewert, Chairperson

  
By: Arlowayne E. Wegner, Town Clerk

  
