

**AGREEMENT FOR WATER SERVICE**  
(5300 W. County Line Road – City of Mequon)

This Water Service Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the City of Milwaukee, operating as a water public utility ("Milwaukee"), the Village of Brown Deer, operating as a water public utility ("Brown Deer"), the City of Mequon, operating as a water public utility ("Mequon"), and Garden Drive, LLC ("the Customer") (collectively, "the Parties").

WHEREAS, The Customer is the owner of a commercial property at 5300 W. County Line Road in the City of Mequon ("Property"), and has requested that Brown Deer furnish water at retail to the Property through the Brown Deer distribution system; and

WHEREAS, At its April 4, 2022 meeting, the Brown Deer Village Board approved the Agreement, authorizing the proposed water service referred to under the conditions set forth in this Agreement; and

WHEREAS, At its December 14, 2021 meeting, Mequon, by the Mequon Water Commission approved the Agreement, authorizing the proposed water service referred to under the conditions set forth in this Agreement; and

WHEREAS, Both Brown Deer and Mequon are wholesale water customers of Milwaukee; and

WHEREAS, The wholesale water service agreement between Brown Deer and Milwaukee prohibits Brown Deer from reselling water on a wholesale or retail basis without the permission of Milwaukee; and

WHEREAS, By Resolution File No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2022, the Common Council of the City of Milwaukee authorized this Agreement.


NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter expressed, it is agreed by and between the Parties as follows:

1. Brown Deer will furnish water to Garden Drive, LLC, 5300 W. County Line Road as a retail customer.
2. Brown Deer agrees that such water service will be made available contingent upon fulfillment of the following provisions:
  - a. The Customer will pay for all reasonable costs incurred by Brown Deer, or its consultant in the review of the engineering plans, inspection of the construction and/or installation of the water service, and any other costs that may be incurred by Brown Deer for this Project. The Customer will pay the costs above enumerated within thirty (30) days after being billed by Brown Deer.
  - b. The Customer agrees to use the water furnished by Brown Deer for domestic, production, and private fire protection. The existing well may remain in service for irrigation purposes only and must remain separate from the public water system. The water well operation will be subject to review and approval by Mequon.
  - c. In addition to the charges set forth in sec. 2.a. above, the Customer shall pay a charge for water service equal to the standard Brown Deer water rate as determined from time to time by the Water Commission of Brown Deer and as approved by the Public Service Commission of Wisconsin.
  - d. Before any physical connection of a lateral main is made to any water main of Brown Deer, a plumbing permit for such tapping shall be obtained from Brown Deer and Mequon, and such connection and tapping shall be made in accordance with the Brown Deer and Mequon plumbing codes.

- e. Maintenance of the water service connection serving the Customer located in the public right-of-way shall be the responsibility of the Customer and all costs of such maintenance, whether repaired privately or by Brown Deer, shall be paid by the Customer and the Customer does hereby agree to such charges.
  - f. Brown Deer and Mequon shall have the right to read water meters. Mequon agrees to collect any delinquent Brown Deer water bills of the Customer through its statutory tax collection procedure whereby such delinquencies are collected as a special tax against the property benefited upon the certification of the delinquency by the Village Clerk of Brown Deer.
  - g. It is expressly agreed that the furnishing of service to the Customer does not and shall not constitute a holding out by Brown Deer to provide water service to Mequon itself or to any other person, firm, or corporation residing or located in Mequon, nor does it grant any right to Brown Deer to provide water service to Mequon itself or to any other person, firm, or corporation residing or located in Mequon. Nor does Mequon commit itself to acceptance of future water service.
  - h. The undersigned Customer residing in Mequon hereby covenants and agrees to pay Brown Deer the water bills for water service as such water bills become due and to be bound by the rules and regulations of the Brown Deer Water Public Utility as amended from time to time. All of the provisions and covenants herein contained shall be binding on all parties, their heirs, personal representatives, successors, and assigns. The real estate affected hereby is described in Exhibit A which is attached hereto and made a part hereof.
3. If and when at some future date it becomes economically feasible and convenient to provide direct water service to the Customer, rights are granted to Mequon to require the Customer to detach from the Brown Deer water supply system and Customer shall re-connect to the Mequon water system at no expense to Mequon.
  4. Milwaukee's agreement to permit Brown Deer to provide water service to the Customer shall not be construed as providing permission to Brown Deer to serve any other customers or properties outside of the service area set forth in the wholesale water service agreement between Brown Deer and Milwaukee.
  5. After execution by the Parties, Milwaukee shall file a copy of the Agreement with the Public Service Commission of Wisconsin. Brown Deer shall have the Agreement recorded in the Office of the Ozaukee County Register of Deeds. Any modifications to this Agreement must be made in writing.
  6. This Agreement may be executed in counterparts, which together shall constitute a single agreement. This Agreement shall be governed by, construed, and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Brown Deer, Mequon, Milwaukee, and the Customer have executed this Agreement as of the Effective Date.

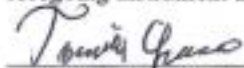
**VILLAGE OF BROWN DEER**

  
WANDA MONTGOMERY, Village President

  
CAREN BRUSTMANN, Village Clerk

STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

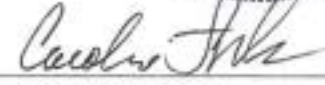
Personally came before me this 29<sup>th</sup> day of September, 2022, Wanda Montgomery, President, and Caren Brustmann, Clerk, of the Village of Brown Deer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My commission expires: Aug. 13, 2024



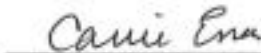
**CITY OF MEQUON**

  
ANDREW NERBUN, Mayor

  
CAROLINE FOCHS, City Clerk

STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

Personally came before me this 1<sup>st</sup> day of November, 2022, Andrew Nerbun, Mayor, and Caroline Fochs, City Clerk, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My commission expires: 8/10/25



APPROVED AS TO FORM AND EXECUTION:

  
Mequon City Attorney

CITY OF MILWAUKEE

\_\_\_\_\_  
JERREL KRUSCHKE, P.E., Interim Commissioner of Public Works

STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, Jerrel Kruschke, Interim Commissioner of Public Works of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

APPROVED AS TO FORM AND EXECUTION:

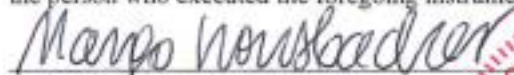
\_\_\_\_\_  
Assistant City Attorney

**CUSTOMER: GARDEN DRIVE LLC**

  
\_\_\_\_\_  
MARK D. FUCHS

STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

Personally came before me this 29<sup>th</sup> day of September, 2022, Mark D. Fuchs, known to be the person who executed the foregoing instrument and acknowledged the same.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission expires: 09/23/2025

1048-2022-1156:281843



# ALTA/NSP LAND TITLE SURVEY

CHAPUT LAND SURVEY



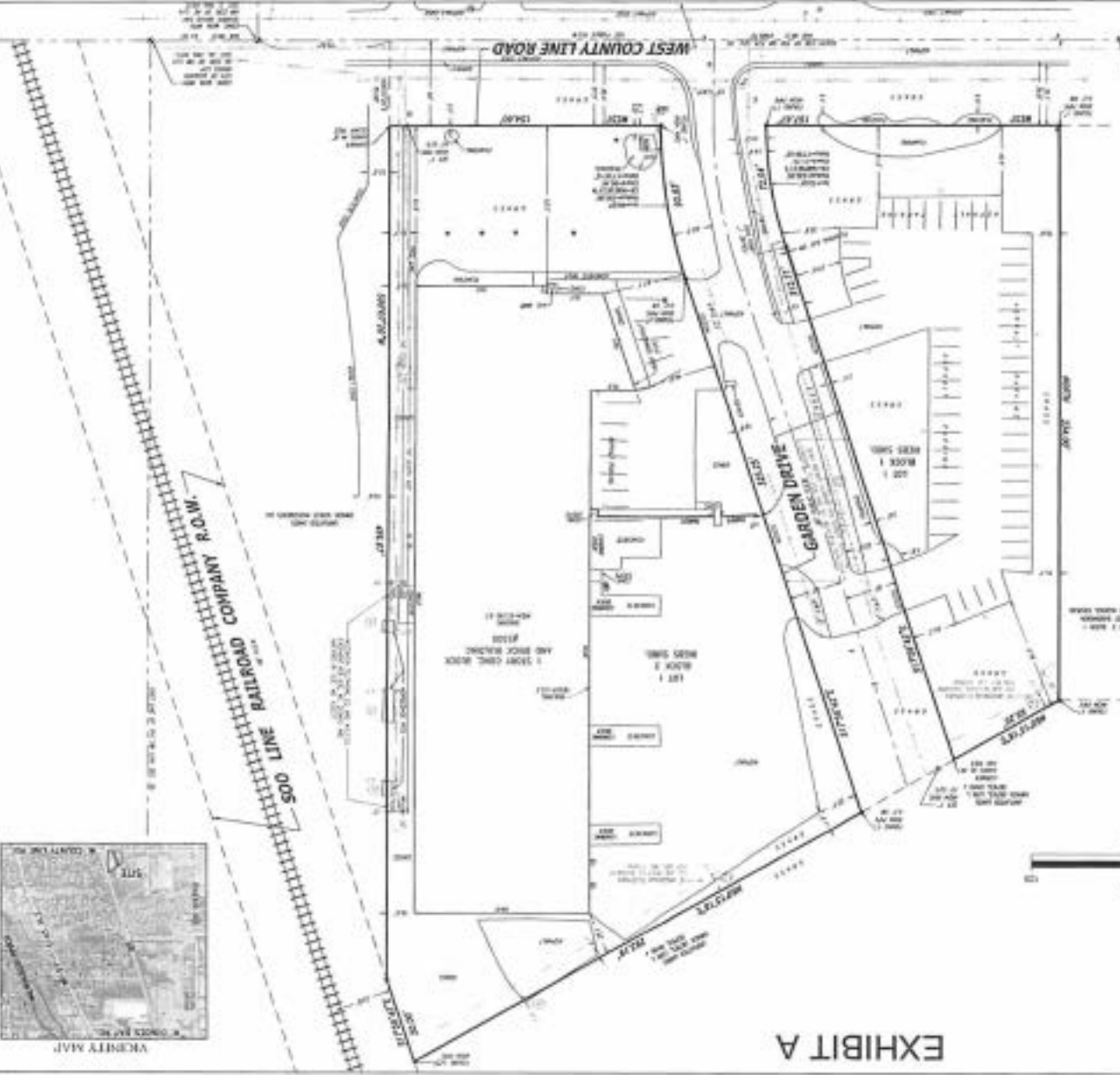
**CHAPUT LAND SURVEYS**

**INCOMPETENT TABLE**

**LEGEND**

**NOTES**

1. This survey was made in accordance with the provisions of the Land Title Act, R.S.O. 1990, Chapter L1, and the Survey Act, R.S.O. 1990, Chapter S1.
2. The survey was made by the use of a total station and a laser level.
3. The survey was made on the 15th day of August, 2001.
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**LEGEND**

1	1/4" = 1' SCALE
2	1/8" = 1' SCALE
3	1/16" = 1' SCALE
4	1/32" = 1' SCALE
5	1/64" = 1' SCALE
6	1/128" = 1' SCALE
7	1/256" = 1' SCALE
8	1/512" = 1' SCALE
9	1/1024" = 1' SCALE
10	1/2048" = 1' SCALE
11	1/4096" = 1' SCALE
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# EXHIBIT A