

802683 - 1

WATER SERVICES
DEFERRAL AGREEMENT

Document Number

Document Title

0802683

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 5971

RECORDED ON
09/22/2004 10:51AM

REC FEE: 19.00
TRANS FEE: 0.00
PAGES: 5
EXEMPT #: 0

Recording Area

Name and Return Address

Julie Olszewski \$19
We Energies - NSC2
5400 N. Green Bay Ave. E
Milwaukee, WI 53209-9933

15-030-08-024.00 *
Parcel Identification Number (PIN)

LOT 2 OF CERTIFIED SURVEY MAP NO. 3453, A DIVISION OF PARCEL 2
OF CERTIFIED SURVEY MAP NO. 890, BEING A PART OF THE NORTHWEST
1/4 OF SECTION 30, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF
MEQUON, OZAUKEE COUNTY, WISCONSIN

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/26

WATER SERVICES DEFERRAL AGREEMENT

This Water Services Deferral Agreement (the "Agreement") is made by and between Wisconsin Gas Company (d/b/a We Energies) and John and Georgia Schmitt (collectively, the "Developer") (collectively, the "Parties," individually, a "Party").

WHEREAS, We Energies provides water utility service to the City of Mequon, Wisconsin (the "City"); and

WHEREAS, the Developer is proposing a development (the "Development") within the City on the parcel more fully described in Exhibit A, which is attached to and made a part of this Agreement; and

WHEREAS, the Parties agree that at this time, it is in the best interests of the Parties that the Development not be connected to the We Energies water utility system; and

WHEREAS, the Parties wish to have the Developer connect the Development to We Energies' water main water utility system once it reaches the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Parties expressly agree that the Developer is obligated to connect to the We Energies water utility system pursuant to the existing franchise agreement between We Energies and the City (the "Franchise Agreement").
 - 1.1 Developer agrees not to seek a waiver from its obligation under the Franchise Agreement from the City during the term of this Agreement.
 - 1.2 Developer expressly agrees that the Development shall consist of no more than two (2) developable lots. Should the Development be subdivided into three (3) or more lots, this Agreement shall be null and void and the Developer shall connect the Development to the We Energies Water Utility System as soon as is practicable, unless agreed upon by the Parties.
2. The Parties expressly agree that the Developer will connect to We Energies water utility service when We Energies water utility service becomes available to the Development.
 - 2.1 We Energies shall provide notice to the Developer pursuant to Section 8 of this Agreement when We Energies water utility service is available to the development (the "Connection Notice"). Developer shall have six (6) months from the date of the Connection Notice to connect to the We Energies water utility system.
 - 2.1.1 The Connection Notice may be extended by mutual written agreement of the Parties.
 - 2.2 Developer shall pay to We Energies a contribution toward the construction of the We Energies water utility facilities (the "Contribution") of Nine Thousand One Hundred Thirty-five Dollars (\$9,135). Said payment shall be made by Developer to We Energies within sixty (60) days of the date of the Connection Notice.

- 2.2.1 We Energies may adjust the Contribution amount based upon changes to the consumer price index during the period from the date of the execution of this Agreement to the date of the Connection Notice. Under no circumstances shall the Contribution be more than ten percent (10%) greater than the Contribution.
 - 2.2.2 The exact amount of the Contribution shall be set forth by We Energies in the Connection Notice.
- 2.3 The Developer may, at its sole discretion, choose to connect to the We Energies water utility system prior to the Connection Notice. The Parties expressly agree that should the Developer choose to connect to the We Energies water utility system prior to the Connection Notice, the contribution amount may differ from the amount set forth in section 2.2 of this Agreement.
- 3. Developer shall be responsible for the construction of any service laterals from the We Energies water utility main to any homes within the Development.
- 4. We Energies shall provide to each home within the Development with one (1) water meter. Installation of said meter shall be the responsibility of the Developer.
- 5. The Parties expressly agree that this document shall be binding upon any successors, assigns and heirs of the Parties. It is the intention of the Parties that this document be recorded with the Ozaukee County Register of Deeds and that the obligations set forth in this document run with the specific properties within the Development.
- 6. We Energies shall provide water utility service to any customers located within the Development as a regulated public utility under the laws of the State of Wisconsin pursuant to the We Energies water utility tariff approved by the Public Service Commission of Wisconsin.
- 7. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties in writing.
- 8. Any notice sent in relation to this Agreement shall not be considered to be effective unless sent by Certified United States mail to the following addresses:
 - 8.1 To We Energies:

General Manager - Water Services
We Energies
231 W. Michigan Street
Milwaukee, WI 53203
 - 8.2 To Developer:

Mr. & Mrs. John Schmitt or Occupants
2212 West Sunnydale Lane 108N
Mequon, WI 53092

- Either Party may change its address for notice by providing notice of said change to the other Party
- 9. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
 - 10. This Agreement represents the complete understanding between the Parties and any amendment to this Agreement must be agreed to in writing by the Parties.

WISCONSIN GAS COMPANY

12 2 03
DPK

By: Michael P. Ray
Signature
Name: Michael P. Ray
Type or Print
Date: 12-2-03

JOHN SCHMITT

By: [Signature]
Signature
Name: John Schmitt
Date: 12/5/03

AUTHENTICATION

Signatures of John Schmitt and Georgia Schmitt authenticated this 5th day of December 2003.

Michael H. Oberndorfer
Michael H. Oberndorfer
Title: MEMBER STATE BAR OF WISCONSIN

GEORGIA SCHMITT

By: Georgia Schmitt
Signature
Name: Georgia Schmitt
Date: 12/5/03

EXHIBIT A

Water Services Deferral Agreement

Legal Description:

Lot two (2) of Certified Survey Map No. 3453, a division of Parcel 2 of Certified Survey Map No. 890, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 30, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.