

Village of Cottage Grove Curb Stop Valve Access Agreement

_____ (“Property Owner”) has applied for approval of a request to divide property creating two or more parcels with residential structures that are currently constructed on the lot line between the parcels (“zero lot line”) within the Village of Cottage Grove (“Village”). A certified survey map revealed that one or more of the water curb stop valves for the water laterals that will serve these properties are not located within a public right-of-way. As a condition of approval, the Property Owner is entering into this agreement to grant the Village access to all water curb stop valves not located within a public right-of-way (“Agreement”) as of the ____ day of _____, 2020. Therefore, in consideration of the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Property Owner and the Village agree as follows.

1. Property Owner grants the Village the right to access all water curb stop valves located on the Property Owner’s property and not in the public right of way as identified on the CSM attached as Exhibit ____ (the “Private Curb Stop Valves”). The Village may exercise its authority to access a Private Curb Stop Valve at times determined to be prudent in the Village’s sole discretion. When reasonably feasible, in the Village’s sole discretion, the Village will attempt to provide the Property Owner with notice of the Village’s intent to access a Private Curb Stop Valve
2. The property is located at _____, Cottage Grove, Wisconsin, with a parcel identification number of _____ (“Property”).
3. The Village’s right of access in no way creates any Village obligation to maintain or repair a Private Curb Stop Valve. Maintenance or repair of a Private Curb Stop Valve shall be the responsibility of the Property Owner.
4. The Village shall have the authority to order the Property Owner to immediately repair a Private Curb Stop Valve, and if such repair is not completed within the time ordered by the Village, the Village shall have the right to repair the Private Curb Stop Valve and bill the costs back to the Property Owner and to impose the costs of repair as a special charge or special assessment against the Property. This provision constitutes the Property Owner's consent to waiver of notice and hearing on all proceedings imposing special assessments or special charges, and the Property Owner’s consent to imposition of special assessments or special charges.
5. The Agreement shall run with the land, and apply to all future owners of the Property. This Agreement may only be revoked or amended by written consent of the Village and the owner of the Property.
6. The Property Owner releases, covenants not to sue, discharges, and holds harmless the Village and its employees, agents, or representatives, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the Village accessing, repairing, or replacing a Private

Curb Stop Valve. This release includes any claims based on the actions, omissions, or negligence of the Village and its employees, agents, or representatives.

7. The Village shall record this Agreement with the Dane County Register of Deeds, and the Property Owner shall pay the recording costs.
8. This written Agreement and all exhibits hereto shall constitute the entire Agreement between Property Owner and the Village as of the date hereof.
9. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
10. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:

VILLAGE OF COTTAGE GROVE
Dane County, Wisconsin

By _____
Charlie Rogers, Utility Commission Chair

ATTEST:

Lisa Kalata, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020, the above-named Charlie Rogers, Utility Commission Chair, and Lisa Kalata, Village Clerk, of the Village of Cottage Grove, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me

This _____ day of _____, 2020.

Notary Public, State of Wisconsin

Print Name: _____

My Commission: _____

PROPERTY OWNER:

By_____

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020 the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me

This _____ day of _____, 2020.

Notary Public, State of Wisconsin

Print Name:_____

My Commission:_____