

**EXHIBIT "L"**

**PRIVATE HYDRANT, VALVE AND METER PIT MAINTENANCE  
AGREEMENT**

**WHEREAS, Sandhill of Hartland, LLC** (hereinafter "Owner") has constructed, owns and operates a private water main, hydrant, and valves and meter pit located generally at the northeast corner of Lisbon Road and CTH K.E., Hartland WI, and more particularly shown as the water main and appurtenances (such as but not limited to hydrants, valves, and meter pit) highlighted on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Private Hydrants"); and

**WHEREAS**, Owner wishes to contract with the Village of Hartland (hereinafter "Village") for certain maintenance and repair services for said Private Hydrants;

**IT IS HEREBY AGREED** between Owner and Village as follows:

1. During the term of this Agreement and any extensions thereto, Village will perform such routine operation and maintenance of the Private Hydrants and Valves as the Village deems consistent with the routine operation and maintenance that the Village performs on the water mains and appurtenances owned by the Village elsewhere. **Village shall not perform nor be responsible for any restoration to landscaped and/or paved areas damaged during the course of providing routine operation and maintenance. Routine or emergency repairs of the private water main and appurtenances and associated restoration to landscaped and/or paved areas shall be by owner**
2. Owner shall pay to Village the full Time and Material Expenses incurred by Village in performing the services described in paragraph one of this Agreement. Time and Material Expenses shall consist of (a) the personnel cost (wages or pro-rated salary; all benefits, including, without being limited to, vacation, holiday and overtime pay; employer's share of state and federal employment taxes) as determined from time to time by the Village for the effort expended by Village personnel performing said services, and (b) the actual expenses incurred by the Village for independent contractors, consultants, and other people or companies, performing some or all of the services described in paragraph one, and (c) usage and depreciation charges for Village vehicles and equipment used in performing the services described in paragraph one of this Agreement as said usage charges are determined and modified from time to time by the Village, and (d) the actual expense incurred by the Village for the purchase or rental of parts, tools, equipment or other supplies used in performance of the services described in paragraph (1) of this Agreement.
3. Owner will pay to Village the Time and Material Expenses within thirty (30) days after receipt of an invoice from Village for said amount. Amounts not paid

within thirty (30) days shall accrue interest at the rate of one and one half (1-1/2%) percent per month.

4. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Village may (but is not required to) discontinue providing service under this Agreement.

5. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Village will recover the monies owed pursuant to Wis. Stat. § 66.0627, as amended from time to time. Said collection may be imposed irrespective of whether Village discontinues services pursuant to Paragraph (4). Should recovery under Wis. Stat. § 66.0627 prove infeasible; the Village may recover the monies owed through any means allowed by law.

6. All legal fees and other expenses incurred by the Village in collecting any past-due amount owed under this Agreement, by whatever method, shall also be fully reimbursed by the Owner to the Village regardless of whether any legal action is initiated.

7. Village will attempt to notify Owner orally at least one business day prior to conducting routine operation or maintenance on the Private Hydrants. If the Village determines that emergency repairs are necessary it will notify Owner of the need for emergency repairs. Owner hereby designates John Siepman, whose daytime telephone number is 262-650-9700 and whose emergency non-business hours telephone number is 414-491-3536 as the person to receive all notices of routine operation and maintenance, or the need for the owner to complete routine repairs or emergency repairs. The Village need not receive written or verbal approval from the Owner prior to conducting routine operation or maintenance and all Time and Material Expenses shall be paid to Village by Owner for all such operation and maintenance.

8. Owner shall, at all times, provide and allow the Village, its employees, agents, contractors and consultants with reasonable access to the Private Hydrants for purposes of conducting routine operation and maintenance.

9. Owner and Village agree that Private Hydrants does not include the laterals/services running from the Private Water Main to serve buildings and other applications.

10. Owner agrees to provide to Village for review and approval all plans and specifications for any modifications and new connections to the water mains. Plans and specifications shall meet all requirements of the Village of Hartland.

11. The term of this Agreement shall be one year from the date of execution. This Agreement shall automatically renew for additional one-year terms unless

either Owner or Village provide written notice to the other at least 30 days prior to the expiration of an initial or renewal term to the following individuals:

For the Village:

Signature:  
Print Name:  
Agency:

For the Owner:

Signature:  
Print Name:  
Agency:

12. Owner shall indemnify and hold harmless the Village, its officers, employees, agents, contractors and consultants from all loss (including expenses, damages and legal fees) arising out of or associated with the performance of the Agreement, except to the extent that said loss directly results from negligence or intentional wrongful acts of the Village, its officials, employees, agents, contractors and consultants in the performance of this Agreement.

13. Owner acknowledges that Village will not maintain insurance covering the loss of or damage to the Private Hydrants or any consequential damages arising from said loss or damage. Owner shall maintain such levels of insurance as it deems appropriate to protect its own interests.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF HARTLAND

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

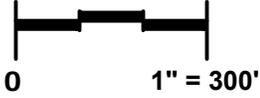
ATTEST:

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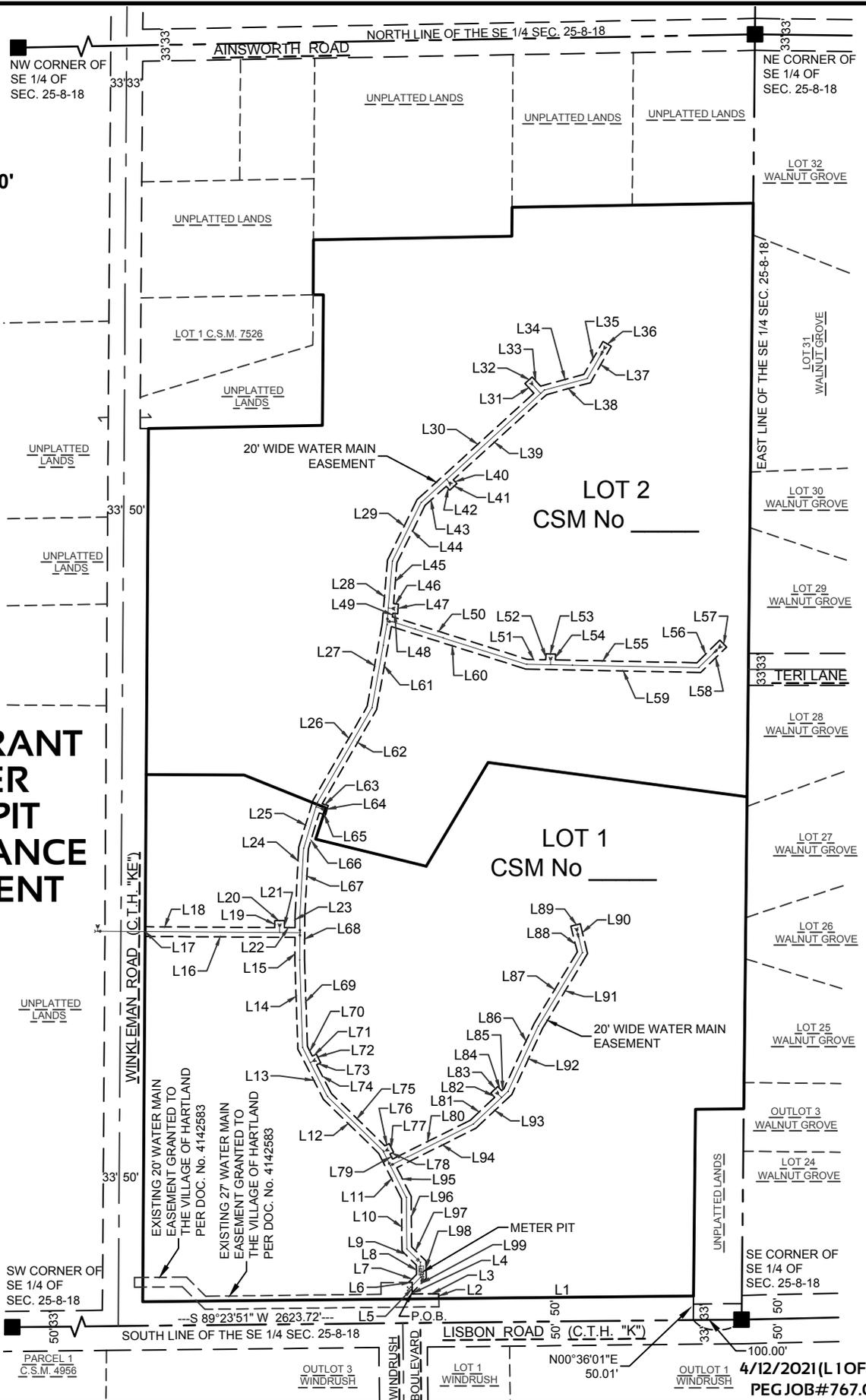
# EXHIBIT A

GRAPHICAL  
SCALE (FEET)



## FIRE HYDRANT & WATER METER PIT MAINTENANCE AGREEMENT

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888



4/12/2021 (L1 OF 3)  
PEG JOB#767.00

# EXHIBIT A

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°23'51"W	526.05'
L2	N00°36'10"W	10.00'
L3	S89°23'51"W	55.00'
L4	N00°36'10"W	2.86'
L5	N00°36'10"W	21.14'
L6	S89°23'51"W	7.14'
L7	N44°23'51"E	23.06'
L8	N00°36'09"W	19.39'
L9	N45°36'09"W	41.38'
L10	N00°40'24"W	108.40'
L11	N26°32'17"W	104.29'
L12	N45°40'47"W	160.08'
L13	N26°52'55"W	117.02'
L14	N01°57'02"W	183.54'
L15	N00°22'51"E	47.17'
L16	N89°37'09"W	310.00'
L17	N00°22'51"E	20.00'
L18	S89°37'09"E	268.00'
L19	N00°22'51"E	14.50'
L20	S89°37'09"E	20.00'
L21	S00°22'51"W	14.50'
L22	S89°37'09"E	22.00'
L23	N00°22'51"E	24.72'
L24	N03°03'52"E	141.62'
L25	N16°42'38"E	101.30'
L26	N29°59'09"E	224.90'
L27	N10°12'58"E	172.75'
L28	N04°47'54"E	132.77'
L29	N26°07'56"E	139.07'
L30	N47°35'59"E	326.52'
L31	N42°24'01"W	27.05'
L32	N47°35'59"E	20.00'
L33	S42°24'01"E	25.80'
L34	N74°51'33"E	92.96'
L35	N29°51'33"E	78.73'
L36	S60°08'27"E	20.00'
L37	S29°51'33"W	87.01'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L38	S74°51'33"W	93.67'
L39	S47°35'59"W	261.07'
L40	S42°24'01"E	10.92'
L41	S47°35'59"W	20.00'
L42	N42°24'01"W	10.92'
L43	S47°35'59"W	59.23'
L44	S26°07'56"W	131.51'
L45	S04°47'54"W	85.08'
L46	S85°12'06"E	10.19'
L47	S04°47'54"W	20.00'
L48	N85°12'06"W	10.19'
L49	S04°47'54"W	7.32'
L50	S72°28'40"E	292.66'
L51	S88°52'25"E	37.87'
L52	N01°07'35"E	12.30'
L53	S88°52'25"E	20.00'
L54	S01°07'35"W	12.30'
L55	S88°52'25"E	292.13'
L56	N45°36'01"E	66.92'
L57	S44°23'59"E	20.00'
L58	S45°36'01"W	75.31'
L59	N88°52'25"W	361.27'
L60	N72°28'40"W	291.31'
L61	S10°12'58"W	174.27'
L62	S29°59'09"W	224.70'
L63	S73°17'22"E	13.30'
L64	S16°42'38"W	20.00'
L65	N73°17'22"W	13.61'
L66	S16°42'38"W	77.90'
L67	S03°03'52"W	138.76'
L68	S00°22'51"W	91.01'
L69	S01°57'02"E	178.71'
L70	S26°52'55"E	22.36'
L71	N63°07'05"E	9.23'
L72	S26°52'55"E	20.00'
L73	S63°07'05"W	9.23'
L74	S26°52'55"E	66.93'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L75	S45°40'47"E	154.34'
L76	N63°27'43"E	10.12'
L77	S26°32'17"E	20.00'
L78	S63°27'43"W	8.21'
L79	S26°32'17"E	11.62'
L80	N63°27'43"E	179.98'
L81	N46°44'31"E	68.94'
L82	N43°15'29"W	11.98'
L83	N46°44'31"E	20.00'
L84	S43°15'29"E	11.98'
L85	N46°44'31"E	6.15'
L86	N24°56'02"E	148.12'
L87	N31°01'30"E	173.11'
L88	N13°58'30"W	54.81'
L89	N76°01'30"E	20.00'
L90	S13°58'30"E	63.09'
L91	S31°01'30"W	180.33'
L92	S24°56'02"W	150.91'
L93	S46°44'31"W	101.88'
L94	S63°27'43"W	182.92'
L95	S26°32'17"E	66.11'
L96	S00°40'24"E	104.72'
L97	S45°36'09"E	41.39'
L98	S00°36'09"E	35.95'
L99	S44°23'51"W	41.25'


 Prepared By:  
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# EXHIBIT A

## LEGAL DESCRIPTION FOR FIRE HYDRANT & WATER METER PIT MAINTENANCE AGREEMENT:

All that part of Lots 1 and 2 of Certified Survey Map No. \_\_\_\_\_ as recorded in Volume \_\_\_\_\_, on Pages \_\_\_\_\_ - \_\_\_\_\_, as Document No. \_\_\_\_\_, Waukesha County Register of Deeds Office, being part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 25, Township 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Southeast 1/4; thence South 89°23'51" West along the south line of said Southeast 1/4 and the centerline of Lisbon Road (CTH K), 100.00 feet; thence North 00°36'01" East, 50.01 feet to the north right-of-way line of Lisbon Road (CTH K); thence South 89°23'51" West along said north right-of-way line, 526.05 feet; thence North 00°36'10" West, 10.00 feet; thence South 89°23'51" West, 55.00 feet; thence North 00°36'10" West, 2.86 feet to the point of beginning;

thence continuing North 00°36'10" West, 21.14 feet; thence South 89°23'51" West, 7.14 feet; thence North 44°23'51" East, 23.06 feet; thence North 00°36'09" West, 19.39 feet; thence North 45°36'09" West, 41.38 feet; thence North 00°40'24" West, 108.40 feet; thence North 26°32'17" West, 104.29 feet; thence North 45°40'47" West, 160.08 feet; thence North 26°52'55" West, 117.02 feet; thence North 01°57'02" West, 183.54 feet; thence North 00°22'51" East, 47.17 feet; thence North 89°37'09" West, 310.00 feet; thence North 00°22'51" East, 20.00 feet; thence South 89°37'09" East, 268.00 feet; thence North 00°22'51" East, 14.50 feet; thence South 89°37'09" East, 20.00 feet; thence South 00°22'51" West, 14.50 feet; thence South 89°37'09" East, 22.00 feet; thence North 00°22'51" East, 24.72 feet; thence North 03°03'52" East, 141.62 feet; thence North 16°42'38" East, 101.30 feet; thence North 29°59'09" East, 224.90 feet; thence North 10°12'58" East, 172.75 feet; thence North 04°47'54" East, 132.77 feet; thence North 26°07'56" East, 139.07 feet; thence North 47°35'59" East, 326.52 feet; thence North 42°24'01" West, 27.05 feet; thence North 47°35'59" East, 20.00 feet; thence South 42°24'01" East, 25.80 feet; thence North 74°51'33" East, 92.96 feet; thence North 29°51'33" East, 78.73 feet; thence South 60°08'27" East, 20.00 feet; thence South 29°51'33" West, 87.01 feet; thence South 74°51'33" West, 93.67 feet; thence South 47°35'59" West, 261.07 feet; thence South 42°24'01" East, 10.92 feet; thence South 47°35'59" West, 20.00 feet; thence North 42°24'01" West, 10.92 feet; thence South 47°35'59" West, 59.23 feet; thence South 26°07'56" West, 131.51 feet; thence South 04°47'54" West, 85.08 feet; thence South 85°12'06" East, 10.19 feet; thence South 04°47'54" West, 20.00 feet; thence North 85°12'06" West, 10.19 feet; thence South 04°47'54" West, 7.32 feet; thence South 72°28'40" East, 292.66 feet; thence South 88°52'25" East, 37.87 feet; thence North 01°07'35" East, 12.30 feet; thence South 88°52'25" East, 20.00 feet; thence South 01°07'35" West, 12.30 feet; thence South 88°52'25" East, 292.13 feet; thence North 45°36'01" East, 66.92 feet; thence South 44°23'59" East, 20.00 feet; thence South 45°36'01" West, 75.31 feet; thence North 88°52'25" West, 361.27 feet; thence North 72°28'40" West, 291.31 feet; thence South 10°12'58" West, 174.27 feet; thence South 29°59'09" West, 224.70 feet; thence South 73°17'22" East, 13.30 feet; thence South 16°42'38" West, 20.00 feet; thence North 73°17'22" West, 13.61 feet; thence South 16°42'38" West, 77.90 feet; thence South 03°03'52" West, 138.76 feet; thence South 00°22'51" West, 91.01 feet; thence South 01°57'02" East, 178.71 feet; thence South 26°52'55" East, 22.36 feet; thence North 63°07'05" East, 9.23 feet; thence South 26°52'55" East, 20.00 feet; thence South 63°07'05" West, 9.23 feet; thence South 26°52'55" East, 66.93 feet; thence South 45°40'47" East, 154.34 feet; thence North 63°27'43" East, 10.12 feet; thence South 26°32'17" East, 20.00 feet; thence South 63°27'43" West, 8.21 feet; thence South 26°32'17" East, 11.62 feet; thence North 63°27'43" East, 179.98 feet; thence North 46°44'31" East, 68.94 feet; thence North 43°15'29" West, 11.98 feet; thence North 46°44'31" East, 20.00 feet; thence South 43°15'29" East, 11.98 feet; thence North 46°44'31" East, 6.15 feet; thence North 24°56'02" East, 148.12 feet; thence North 31°01'30" East, 173.11 feet; thence North 13°58'30" West, 54.81 feet; thence North 76°01'30" East, 20.00 feet; thence South 13°58'30" East, 63.09 feet; thence South 31°01'30" West, 180.33 feet; thence South 24°56'02" West, 150.91 feet; thence South 46°44'31" West, 101.88 feet; thence South 63°27'43" West, 182.92 feet; thence South 26°32'17" East, 66.11 feet; thence South 00°40'24" East, 104.72 feet; thence South 45°36'09" East, 41.39 feet; thence South 00°36'09" East, 35.95 feet; thence South 44°23'51" West, 41.25 feet to the point of beginning.

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