

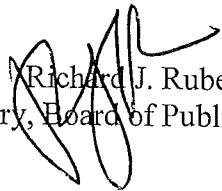
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 29, 2013 – 4:30 PM**

The Board of Public Works met in City Hall on Monday, July 29, 2013 at 4:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer. Absent were Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Developer Romaine Bergh.

1. **Motion** by Bauer, seconded by Hoffman to approve the minutes of the July 22, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached developers' agreement for developer Romaine Bergh to extend water main in Old Eau Claire Road approximately eight hundred feet to the North to serve four lots previously approved in a certified survey map. Rubenzer stated that City Attorney Ferg had reviewed and approved the agreement document. He suggested adding page numbers, adding "prevailing wage rate and hours of labor law" language, changing city "board" to city "council" throughout the document, adding "force account" language in section 10(a) and striking the certified check or irrevocable letter of credit options from the document as listed in section 11.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the developers' agreement with Romaine Bergh for extension of the water main in Old Eau Claire Road after inclusion of the additions and changes presented by Director of Public Works Rubenzer. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Bauer, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 4:37 P.M.


Richard J. Rubenzer, PE
Secretary, Board of Public Works

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 22, 2013 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 22, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Luke Haun of Lunda Construction.

1. **Motion** by Adrian, seconded by Bauer to approve the minutes of the July 8, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Luke Haun of Lunda Construction appeared to request using an approximate 100' x 600' parcel of land North of Technology Way and South of the Chippewa River to facilitate an upgrade of the Union Pacific Railroad Bridge over the Chippewa River. Mr. Haun passed out examples of tipped piers, (attached), to demonstrate the need for the bridge replacement. He noted that the South shore line was shallow and not "Barge accessible". He stated a 210 ton crane would be utilized which would require a crushed gravel base course access road. He continued that the use of the parcel would be restored to the existing condition after the bridge project. He stated that he was already working with WI Dept. of Natural Resources to facilitate restoration of an existing wetland located on the parcel. Mayor Hoffman and Director of Public Works Rubenzer asked about compensation for a temporary limited easement. Mr. Haun then stated no funding had been planned for the access. He stated that the project was estimated to begin in August, 2013 and be completed by December 31, 2013. Rubenzer stated that post-construction conditions should match pre-construction conditions and that proof of insurance, (\$1,000,000 umbrella), and a bond should be required. Senn suggested pre and post-construction pictures and authorizing Director of Public Works Rubenzer to do monthly progress inspections and a final walk through to ensure compliance. Also to require a contract and agreement that included all details.
After more discussion about compensation for a temporary limited easement, **Motion** by Senn, seconded by Adrian that the Common Council allow Lunda Construction to use a City owned parcel between Technology Way, (at intersection with Jeffers Street), and the Chippewa River. The use is for access to the Union Pacific Railroad Bridge for repair and replacement and is contingent on an agreement between Lunda Construction and the City of Chippewa Falls that includes:
 - 1) Assurance that post-construction conditions match pre-construction conditions and approved by Director of Public Works Rubenzer after a final walk through.
 - 2) Bond and insurance are submitted and approved by Lunda Construction.**All present voting aye. MOTION CARRIED.**

3. The Board discussed the request of Notre Dame Church to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat. Rubenzer noted that it was presently being used as a parking lot for the church

Please note, these are draft minutes and may be amended until approved by the Common Council.

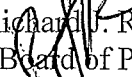
and that in previous years the City of Chippewa Falls had paved the street and completed pot hole repairs. He stated that there was no city benefit for continuing to maintain the said section of street right-of-way. Mayor Hoffman was concerned about “selling” a City owned parking lot to Central Lutheran Church and then “giving” this to Notre Dame Church. Rubenzer noted that this was public right-of-way and would need to be discontinued and didn’t believe it could be “sold”.

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council find it in the public interest to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat and is contingent upon

- 1) Any notice and advertising fees be paid by Notre Dame Church.
- 2) Review and approval of City Attorney Ferg.

All present voting aye. MOTION CARRIED.

4. **Motion** by Adrian, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:17 P.M.


Richard J. Rubenzer, PE
Secretary, Board of Public Works

Add Page Numbers

DEVELOPMENT AGREEMENT

RE: Old Eau Claire Road CSM Water Main Extension

AGREEMENT made this ____ day of _____, 2013, by and between The City of Chippewa Falls (the "City"), a municipal corporation, and Romaine Bergh ("Developer") having offices located at the address stated below.

WITNESSETH:

WHEREAS, the Developer has requested approval from the City and other governmental authorities, of a land division within the City, Chippewa County, Wisconsin; and

WHEREAS, the City has required the Developer to install and pay for the cost of certain public improvements, specifically the extension of the water main, as a condition precedent to its approval of the said land division, all pursuant to the applicable City ordinances.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, moving from one party to the other, receipt of which is hereby acknowledged, it is hereby agreed to as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Platting and Dedication of Easements.

(a) In connection with the land division, the Developer has prepared a Final Plat of Old Eau Claire Road (the "Plat"), which plat covers certain lands located within the City. The Plat provides for the creation of four (4) lots as single family residential sites. In connection with the submittals and approvals of the Plat, the Developer has dedicated (or will dedicate upon the recording of the Plat) to the City, free and clear of all liens and encumbrances, those easements, parklands, streets and rights-of-way, all as more particularly described on the face of the Plat. Subject to the terms and conditions of this Agreement, the City agrees to accept such dedications. The Developer agrees to place all required survey stakes on lots at the date of recording of the Plat and to replace any stakes that are disturbed during construction of any improvements thereon. A copy of the preliminary Certified Survey Map (Plat) is attached hereto as Exhibit 1.

(b) In the event the construction of any of the Public Improvements described in Section 3 below requires that offsite easements and/or rights-of-way be acquired (e.g., sewer/water extensions, etc.), the in any such events, the Developer shall obtain the same and assign such rights (free and clear of all liens and encumbrances) absolutely to the City upon the recording of the Plat.

3. Public Improvements and Phases of Construction. The Developer shall construct and install, at its own cost and expense, those public improvements described on Exhibit 2 attached hereto and incorporated herein by reference (the "Public Improvements"). The Developer's obligation to construct and complete the Public Improvements shall arise upon execution of this Agreement; and shall be independent of any obligation of the City as contained herein. The Developer's obligation to construct

Developer acknowledges and agrees that the public improvement work described herein is subject to Wisconsin's Prevailing Wage Rates and Hours of Labor Law. Developer will not undertake any work until the City Engineer is satisfied that

Wisconsin's Prevailing Wage Rates and Hours of Labor Laws are being complied with and that developer will continue to comply with said laws at all times while this agreement is in effect.

improvements on any of the lots set forth in the Plat or upon the sale of any such lots or the improvements thereon. The obligation of the Developer to construct the Public Improvements required hereunder is absolute. The Developer contemplates that the Public Improvement work described in Exhibit 1 will be done in one phase. Construction will commence on _____, 2013 and be completed on or about _____, 2013. These commencement dates and completion dates shall not be changed, except with the prior written consent of the City Board.

4. Contractors Engaged by Developer. The Developer agrees to engage contractors for all construction of the Public Improvements who shall first be approved for such work by the City Council and who shall qualify with every applicable requirement of the City and any Ordinance, rule or regulation thereof. Prior to the commencement of construction on any phase of construction of the Public Improvements, the Developer shall furnish to the City Council the names of all contractors and subcontractors, together with a classification of the work performed by each. Such submittal shall be prior to the commencement of construction of any of the Public Improvements by any contractor(s) on such phase.

5. Construction Related Activities. In connection with the construction of the Public Improvements, it is hereby agreed as follows:

(a) The Developer agrees that no work shall be scheduled for construction of the Public Improvements without the City Council's approval of the starting date(s) and construction schedule.

(b) The Developer further agrees that the City shall not be responsible for any costs, expense or charges related to the construction of the Public Improvements, except those specifically enumerated hereinafter.

(c) The construction of each phase of the Public Improvements described herein shall be completed on or before the completion date as described in Section 3(c) hereof, unless otherwise extended in writing by the City Board. The Developer shall retain the services of a consulting Board to provide necessary construction administration and staking. The City shall provide periodic construction inspection and material testing as necessary during construction of the improvements. The City shall have the right to inspect the construction of the Public Improvements as and when they are completed; and the City may certify such improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within ten (10) working days of written notice by the Developer that it desires to have the City inspect the particular Public Improvements. Prior to any inspection and certification, if appropriate, the Developer shall present to the City valid lien waivers from all persons providing materials and/or performing work on the Public Improvements for which certification is sought. Certification by any representative of the City does not constitute a waiver by the City of the right to draw funds under the surety hereinafter referred to, on account of defects in or failure of any Public Improvement that is detected or which occurs following the date of such inspection and certification. The Developer further agrees that the dedication of streets and right-of-ways and the dedication of the Public Improvements will not be accepted by the City until they have been inspected and approved by the City Board; and until all outstanding inspection fees (including inspection charges of the City) have been paid in full and affidavits; and lien waivers are received by the City indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished in order to construct the Public Improvements. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be turned over without any restrictions to the City, free and clear of all liens and encumbrances.

Council

(d) The Developer agrees to provide for maintenance and repair of all Public Improvements until such improvements are formally accepted by the City through resolution(s) adopted by its City Board. The City will endeavor to provide timely notice to the Developer whenever inspection reveals that a Public Improvement does not conform to the City's adopted standards and specifications or is otherwise defective. The Developer shall have ten (10) working days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the City shall not declare a default under this Agreement during the aforesaid ten (10) working day correction period on account of any such defect unless it is clear that the Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an eminent health or safety threat. The Developer shall have no right to correct defects in or failure of any Public Improvements found to exist or occurring after the City accepts dedication of the Public Improvements, unless the City agrees otherwise.

(e) The Developer agrees to guarantee and warrant all work performed under this Agreement for a period of one (1) year from the date of final written acceptance by the City Council of the last Public Improvement completed by the Developer under this Agreement, against defects in workmanship or materials. If any defect should arise during the guarantee period, the Developer agrees to make the required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the Public Improvement to the standard provided in the plans and specifications approved by the City, regardless of improvements on land where the repairs or replacement is required. All guaranties or warranties for materials or workmanship which extend beyond the aforesaid one (1) year guarantee period shall be assigned by the Developer to the City as beneficiary.

(f) The Developer shall comply with all applicable laws, ordinances, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

6. Acceptance of Work. In addition to all of the requirements contained herein, the Developer agrees that the Public Improvements will not be accepted by the City until (I) all outstanding charges to be paid by the Developer under the Ordinances of the City have been paid in full, (ii) affidavits and lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc.) providing work, services or materials in connection with the Public Improvements have been paid in full for all such work, services and materials (iii) the City has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the City) encumber the Public Improvements, and (iv) a reproducible set of "as built plans" for the Public Improvements has been furnished to the City. All electronic drawings will be in Chippewa County coordinate system. Upon completion and acceptance of the Public Improvements by the City, ownership and control of the Public Improvements shall be turned over without reservation to the City. Upon satisfaction of the conditions set forth in this Agreement, the City shall accept the Public Improvements; and such acceptance shall be exclusively by an adopted Resolution of the City Board to that effect.

7. Indemnification and Insurance Required of Private Contractors. The Developer hereby expressly agrees to indemnify, save and hold harmless the City, its employees, officers and agents from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of the performance of the work contemplated hereby and the construction of the Public Improvements. The Developer further agrees to aid and defend the City in the event the City is named as a defendant in any action concerning the performance of the work pursuant to this Agreement, except where such suit is brought by the Developer. It is hereby agreed that the Developer is not an agent or employee of the City. The Developer shall require all Contractors engaged

in the construction of the Public Improvements to comply with the City's contract requirements pertaining to damage claims, indemnification of the City and insurance. The Developer shall also require contractors engaged in the construction of the Public Improvements to maintain a current certificate of insurance on file with the City Board. The Contractor(s) so engaged should be required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

8. Specifications for Public Improvements. The Developer agrees to install the Public Improvements specified in this Agreement in strict accordance with the plans and specifications approved by the City Board and subject to the following further conditions:

(a) The installation of the Public Improvements shall be done in strict accordance with the City's Ordinances, orders, rules and regulations in effect as of the date of commencement of construction.

(b) The Developer shall install and maintain during the course of construction and until the Public Improvements have been finally accepted by the City, such grading, erosion control and barricades as may be required by the City Board and any other governmental authority having appropriate jurisdiction thereof.

(c) No installation of the Public Improvements shall commence until plans and specifications have been approved by the City Board, and the State of Wisconsin, Department of Natural Resources, in addition to any other approvals required under this Agreement. When required by the City, the Public Improvements shall be provided in locations, sizes and depths necessary to serve future development.

(d) Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established Boarding practices as designated and approved by the City Board.

9. Fees Payable Prior to Construction and Public Improvements. The Developer agrees to pay to the City the following charges prior to commencement of construction (or such earlier date as may be required by the City) of the Public Improvements:

(a) All outstanding area special charges or special assessments levied or assessed against the lots within the Plat by any governmental body having jurisdiction thereof.

(b) All legal fees, Boarding fees and other third party costs or expenses incurred by the City in connection with the drafting and preparation of this Agreement, or the enforcement of any obligation hereunder by the City.

(c) All fees resulting from the land division or the construction of Public Improvements under the jurisdiction of other governmental authorities shall be paid as and when due to such other authorities.

10. Developer to Reimburse City for Costs Sustained. The Developer shall reimburse the City for its costs of design, inspection, testing, construction and associated legal and administrative work required in connection with the construction of the Public Improvements. The City's costs shall be determined as follows:

(a) The cost incurred by the City for outside services, for attorneys fees, accountant fees and other third party costs incurred in connection with the negotiation and drafting of this Agreement; and the enforcement of the Developer's obligations herein in the event of default hereunder.

11. Surety. The Developer agrees to furnish the City with cash, a certified check or an Irrevocable Letter of Credit in an amount equal to 125% of the City Board's estimate of the cost of construction of the Public Improvements and all Boarding inspections costs anticipated to be incurred by the City, which Letter shall secure performance of the Developer's obligations under this Agreement and payment of all sums due the City. Upon completion of each phase of construction and final acceptance of the Public Improvements constructed therein pursuant to this Agreement, the City agrees to reduce the surety to an amount equal to an estimate by City's Board to secure performance of the guarantee described in this Agreement, during the period of such guarantee. Any Letter of Credit or other surety provided herein shall be in such form and substance as counsel to the City may reasonably require.

12. Developer's Designated Project Coordinator. The Developer hereby appoints Romaine Bergh, as the Project Coordinator; and said individual shall act as the Developer's representative during the construction of the Public Improvements.

13. No Waiver. No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by the Developer and the City. A waiver of default under this Agreement by the City shall not be deemed a waiver of any subsequent default or any defaults of the same type. The City's failure to exercise any rights under this Agreement shall not constitute an approval of any breach by the Developer or an acceptance of any Public Improvement.

14. Amendment or Modification. This Agreement may be amended or modified only by a written Amendment approved and executed by the City and the Developer.

15. Entire Agreement. This Agreement and all exhibits hereto represent the entire agreement of the parties hereto. Any prior understanding or writing not contained herein shall be given no force and effect.

16. Time. For all purposes hereof, time is of the essence.

17. Default. It is hereby agreed that in the event the Developer should default under its obligations contained herein, the City reserves the right to avail itself of all remedies available at law or in equity, in order to remedy any such default. Without in any way intending to limit the foregoing, the City reserves the right to draw on a Letter of Credit or other surety provided for hereunder, in addition to pursuing any and all available remedies. Remedies shall include, but not be limited to stopping all construction of the Public Improvements and/or the City completing such construction. The Developer shall reimburse the City for all attorney's fees and costs incurred and for damages sustained due to the Developer's default.

18. Severability. If any part hereof shall be deemed invalid or unenforceable, such a legality or unenforceability shall not affect the remaining portions hereof which can be given effect.

19. Benefit. This Agreement is binding upon the successors and assigns of the parties hereto. However, the Developer shall not assign its rights hereunder without the prior written approval of the City.

20. Notices. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after such notice is mailed, regular postage, addressed as follows:

a. To the City:

City of Chippewa Falls
Attn: Richard J. Rubenzer, P. E.
Director of Public Works/City Engineer
2nd Floor City Hall, 30 West Central Street
Chippewa Falls, WI 54729

b. To the Developer:

Romaine Bergh
13236 N. Erickson Road
Hayward, WI 54843

21. Recording. The City may record a copy of this Agreement at the Register of Deeds Office for Chippewa County, Wisconsin, and all costs of recording shall be paid for by the Developer. The Developer's obligations contained herein shall run with the lands described in the Plat.

22. Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any dispute concerning any provision hereof or in the event of any action to seek enforcement hereof, it is hereby agreed that venue of any such action is in the Circuit Courts for Chippewa County, Wisconsin.

23. No Bar to Future Assessments. In the event the City should determine to further extend or expand the Public Improvements serving the lands in the Plat, nothing contained herein shall in any way be construed as prohibiting or preventing the City from levying special assessments to finance the cost of such extension or expansion, all in accordance with applicable provisions of Wisconsin law.

24. Effective Date. This Agreement shall be effective as of _____, 2013.

25. Miscellaneous. This Agreement shall be binding upon the City and the Developer, his/her/its personal representatives, heirs, and successors and assigns.

(a) The Developer represents that it is the lawful fee simple owner of the lands comprising the Plat; and that the lands are free and clear of all liens or encumbrances except _____ (the "Mortgagee").

(b) The Developer agrees that it will defend, indemnify and hold the City harmless from and against any and all losses, claims, liabilities, damages, expenses and costs, including attorneys' fees, arising from damage to property or injuries to persons occurring in connection with the Plat or the construction of the Public Improvements. This indemnification shall apply whether or not the City is also

negligent in connection with any such loss, except that such indemnification shall not apply for any loss arising out of the willful misconduct of the City or its agents or employees.

(c) No approval by the City Council or the City attorney or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City's Ordinances, or any other ordinances, or statute or regulation governing the Public Improvements. It is understood that the Developer has selected and appointed all Contractors, and the City shall have no responsibility whatsoever for the Contractors or for the quality of and materials or workmanship provided by such Contractors. No authority granted herein to the City in connection with the review or approval of the Contractors, or the Public Improvements, shall be deemed to create any liability whatsoever on the part of the City.

CITY: CITY OF CHIPPEWA FALLS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

Personally came before me this ___day of _____, 2013, the above-named _____ and _____ of the City of Chippewa Falls, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

DEVELOPER: ROMAINE BERGH
NAME: _____
Title: _____

(NOTARY ON FOLLOWING PAGE)

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

Personally came before me this ___ day of _____, 2013, the above-named
_____ and _____ to me known to be the
person who executed the foregoing instrument and acknowledged the same.

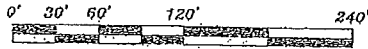
Notary Public, State of Wisconsin
My Commission: _____

Public Improvements

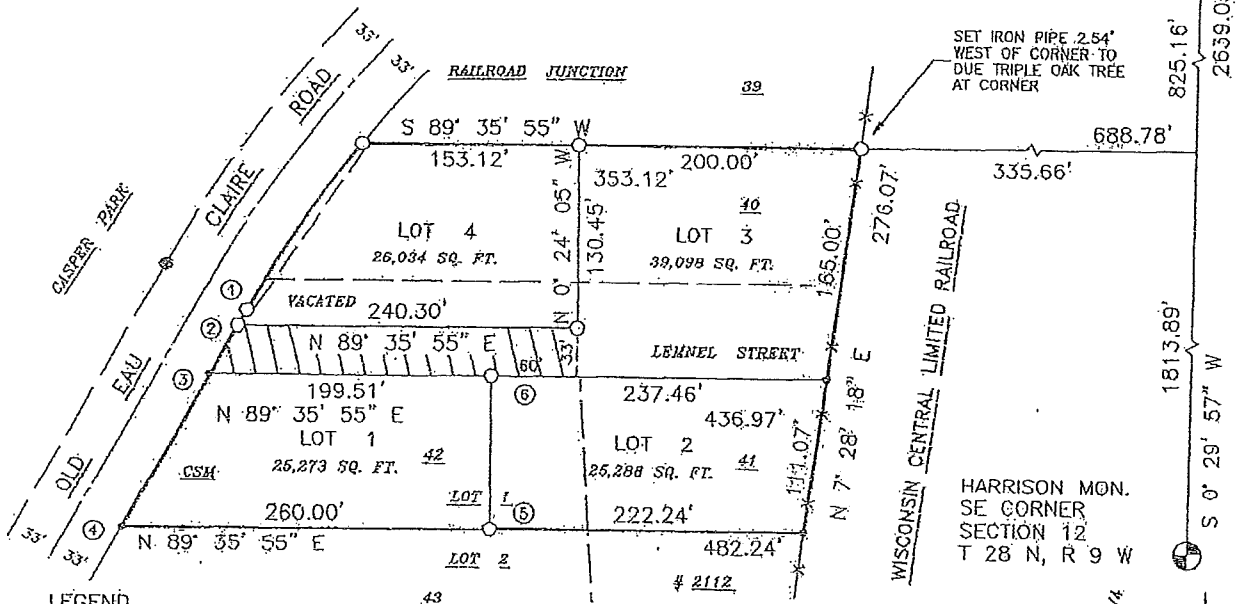
- 1) Installation of water main with one year warranty.
- 2) Provide as built prints.
- 3) Provide as built in electronic format in Chippewa County Grid coordinates.
- 4) Pay to have public works master electronic file updated with new water main.
- 5) Provide an easement for future water main repair.
- 6) Engineering letter certifying installation meets specification with measurements of depth of shut off valves.

This document drafted by:
Rick L. Pendergast
Pendergast Law Office
130 S. Barstow Street, Ste. 1A
Eau Claire, WI 54701

SCALE : 1" = 120'



HARRISON MON.
E 1/4 CORNER
SECTION 12
T 28 N, R 9 W



LEGEND

○ SET 1 1/4" x 24" IRON PIPE WEIGHING 1.68 LBS. / LINEAL FOOT

• FOUND 1" IRON PIPE

⊙ FOUND 1 1/4" IRON PIPE

-x-x-x- EXISTING FENCE LINE

▨▨▨▨▨ 33' INGRESS & EGRESS EASEMENT

SUBDIVISION

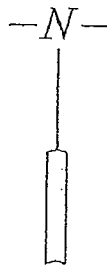
CURVE DATA

RADIUS	801.62'
CHORD	144.42'
CHORD BEARING	S 33° 39' 28" W
ARC	144.61'
CENTRAL ANGLE	10° 20' 10"

DATA TABLE

NO.	BEARING	DIST.
1-2	S 29° 51' 11" W	12.51'
2-3	S 29° 51' 11" W	38.24'
1-3	S 29° 51' 11" W	50.75'
3-4	S 28° 24' 25" W	125.52'
5-6	N 0° 24' 05" W	110.02'

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 12, ASSUMED BEARING OF S 0° 29' 57" W.



I, JOHN D. MICKESH, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS AND UNDER THE DIRECTION OF ROMAINE BERGH, I HAVE SURVEYED, DIVIDED AND MAPPED SAID PARCEL OF LAND, THAT SUCH SURVEY CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND THAT THIS LAND IS ALL OF LOT 1 OF CERTIFIED SURVEY MAP # 2112, ALL OF LOTS 40 & 42 AND PART OF LOT 41, OF RAILROAD JUNCTION SUBDIVISION AND PART OF VACATED LEMNEL STREET ALL IN THE NE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

COMMENCING AT THE E 1/4 OF SECTION 12, THENCE S 0° 29' 57" W ALONG THE EAST LINE OF THE SE 1/4, 825.16 FEET; THENCE S 89° 35' 55" W 335.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89° 35' 55" W 353.12 FEET; THENCE ALONG THE ARC OF A CURVE WITH A RADIUS OF 801.62 FEET AND WHOSE CHORD BEARS S 33° 39' 28" W 144.42 FEET; THENCE S 29° 51' 11" W 50.75 FEET; THENCE S 28° 24' 25" W 125.52 FEET; THENCE N 89° 35' 55" E 482.24 FEET; THENCE N 7° 28' 18" E 276.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SIGNED _____ APPROVED _____
MAYOR

Exhibit 2

WATER MAIN EXTENSION