Matthew P. Dregne

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October 5, 2021

Jill Weiss
Utilities Director
600 South Fourth Street
Stoughton, WI 53589

Re: City of Stoughton Lead Service Replacement Program 2021
Stafford File Number: 030411-000023

Dear Jill:

Thank you for working with us in a limited capacity as your attorney for this matter. Pursuant to this limited scope representation agreement, we will provide the following services:

Preparation of the following easement agreements for the installation, maintenance, and replacement of private water service laterals:

1. The owner of 411 Page Street, Stoughton, Wisconsin conveys an easement for the benefit of 416 Main Page Court, Stoughton, Wisconsin.

2. The owner of 411 Page Street, Stoughton, Wisconsin conveys an easement for the benefit of 417 Main Page Court, Stoughton, Wisconsin.

3. The owner of 411 Page Street, Stoughton, Wisconsin conveys an easement for the benefit of 426 Main Page Court, Stoughton, Wisconsin.

4. The owner of 416 Main Page Court, Stoughton, Wisconsin conveys an easement for the benefit of 417 Main Page Court, Stoughton, Wisconsin.

These services shall be provided at the rates established under the Agreement for Legal Services January 1, 2021 – December 31, 2021, executed on December 29, 2020.

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As your attorney, our role is limited in scope. Under this agreement, we will:

1. Prepare all documents necessary for the granting of the easement agreements.

2. Do the work necessary to have the easement agreements signed and recorded.

As a limited scope attorney, we will not perform certain services or bear certain responsibilities that we would ordinarily undertake if we were representing you in a full capacity. Ordinarily these services would include, without limitation, among other things:

1. Consultation and discussion of any questions or concerns you may have regarding this transaction.

2. Negotiation on your behalf with other involved parties.

3. Advising you of your legal rights in any potential dispute.

In the role as your limited scope attorney, we will not give you legal advice. We will not undertake discovery to ascertain independently the accuracy of any information regarding issues that arise during this process. We cannot guarantee results or outcomes and there may be results which you consider to be adverse. If you deem it necessary to obtain legal advice, you should consult another attorney.

You expressly agree that we are being retained to represent you only for the preparation and recording of the easement documents. We will not conduct any title research relating to the affected properties nor obtain title insurance on your behalf. We make no representations regarding the existence or validity of any existing encumbrances on the affected properties. We will not appear, nor be named as your attorneys of record in any legal dispute or proceedings related to this matter. Further, we will not appear, either in person or in writing, on your behalf before any court in any proceeding relating to this matter.

You understand and acknowledge that either of us may unilaterally withdraw from this agreement at any time, with or without cause. You also understand that we may, under the Consent to Joint Representation and Waiver of Confidentiality approved by the City of Stoughton acting through Stoughton Utilities, Gary L. and Alice J. Forsythe, John R. and Shelley A. Soceka, Joseph M. Stefanic,, Marlene Widra, and Richard Bugg (the "Joint Representation Agreement"), immediately withdraw under any circumstance in

which we learn or believe that there may be a conflict of interest between the parties to that agreement.

If we withdraw, or if the matter is terminated by you or any other party to the Joint Representation Agreement, we agree to cooperate with and to furnish you or your new attorney with all relevant information relating to this matter.

You may consult with another attorney prior to entering into this limited scope representation agreement or the Joint Representation Agreement. By entering into this limited scope agreement, you acknowledge that you understand the limitations of our representation.

Our law firm has registered as a limited liability partnership (LLP) with the Wisconsin Department of Financial Institutions. In order to operate as an LLP, our firm is required (by Wisconsin Supreme Court Rule) to carry professional liability insurance providing at least $1,000,000 in combined indemnity and defense cost coverage per claim and $2,000,000 in aggregate combined indemnity and defense cost coverage per policy period. Our firm's coverage will meet or exceed these Supreme Court requirements.

In addition, each attorney who renders services to you is liable for his or her acts and omissions, as is each partner who actually supervises and controls that attorney. The firm as an entity is liable for the acts and omissions of its attorneys. However, individual partners who have no involvement with a matter are not subject to unlimited personal liability with respect to that matter.

To enable us to represent you effectively, you agree to cooperate fully with us in all aspects of the representation. You understand that we do not make any promise or guarantee about the outcome of this matter.

At the conclusion of this matter, we will return to you any original documents you request, and keep your file for seven years, at which point we will destroy it.

You may discharge us as your attorneys at any time by written notice.

We may terminate our representation of you if we conclude that we may do so consistent with the Rules of Professional Conduct for Attorneys.

This letter states our entire agreement and supersedes any previous discussions. We are representing the other parties in this matter per the terms of the Joint Representation Agreement.

Please confirm your agreement with the arrangements stated above by signing one copy of this letter and returning it to us.

Very truly yours,

STAFFORD ROSENBAUM LLP

By_____
Matthew P. Dregne

AGREED TO:

CITY OF STOUGHTON, WISCONSIN
Acting through Stoughton Utilities

_____ _____
By: Jill Weiss, Utilities Director Date

CONSENT TO JOINT REPRESENTATION AND WAIVER OF CONFIDENTIALITY

The terms of this Consent to Joint Representation and Waiver of Confidentiality ("Consent and Waiver") are in addition to the terms of the attached limited scope representation agreements of the City of Stoughton acting through Stoughton Utilities, (dated _____), Gary L. Forsythe and Alice J. Forsythe, (dated _____), Joseph M. Stefanic and Marlene Widra, (dated _____), John R. Soceka and Shelley A. Soceka, (dated _____), and Richard Bugg, (dated _____), respectively (the "Limited Scope Representation Agreements").

RECITALS

WHEREAS, the ordinances of the City of Stoughton require each homeowner to have their own private water lateral; and

WHEREAS, Stoughton Utilities has undertaken a lead water service replacement program; and

WHEREAS, Stoughton Utilities has an interest in the granting of easements by Gary. L. Forsythe and Alice J. Forsythe, owners of 411 Page Street, Stoughton, Wisconsin, for the benefit of 416, 417, and 426 Main Page Court, Stoughton, Wisconsin, for the installation, maintenance, and replacement of private water service laterals; and

WHEREAS, Stoughton Utilities also has an interest in the granting of an easement by Richard Bugg, owner of 416 Main Page Court, Stoughton, Wisconsin, for the benefit of 417 Main Page Court, Stoughton, Wisconsin, for the installation, maintenance, and replacement of a private water service lateral; and

WHEREAS, Gary L. Forsythe, Alice J. Forsythe, Joseph M. Stefanic, Marlene Widra, John R. Soceka, Shelley A Soceka, and Richard Bugg require assistance in the preparation of these easements;

THEREFORE, Stoughton Utilities, Gary L. Forsythe, Alice J. Forsythe, Joseph M. Stefanic, Marlene Widra, John R. Soceka, Shelley A Soceka, and Richard Bugg enter into this joint representation agreement such that Stafford Rosenbaum LLP may prepare easement agreements between: (a) Gary and Alice Forsythe and Richard Buggs; (b) Gary and Alice Forsythe and John and Shelley Soceka; (c) Gary and Alice Forsythe and Joseph Stefanic and Marlene Widra; and (d) Richard Bugg and John and Shelley Soceka.

AGREEMENT

1. The Purpose of This Document

a. Joint Representation

You, the undersigned, City of Stoughton acting through Stoughton Utilities, Gary L.

Forsythe, Alice J. Forsythe, Joseph M. Stefanic, Marlene Widra, John R. Soceka, Shelley A. Soceka, and Richard Bugg (collectively "You"), have requested representation from Stafford Rosenbaum LLP ("Stafford") to prepare the following agreements:

i. Gary L. Forsythe and Alice J. Forsythe, owners of 411 Page Street, Stoughton, Wisconsin will convey easements for the benefit of (a) 416 Main Page Court, Stoughton, Wisconsin, currently owned by Richard Bugg; (b) 417 Main Page Court, Stoughton, Wisconsin currently owned by John R. Soceka and Shelley A. Soceka; and (c) 426 Main Page Court, Stoughton Wisconsin, currently owned by Joseph M. Stefanic and Marlene Widra.

ii. Richard Bugg, owner of 416 Main Page Court, Stoughton, Wisconsin will convey an easement for the benefit of 417 Main Page Court, Stoughton, Wisconsin, currently owned by John R. Soceka and Shelley A. Soceka.

In the present matter, You have requested legal assistance with respect to the preparation of easement agreements. You seek to have Stafford prepare the easement agreements described above.

Representing more than one party in a transaction such as the conveyance of an easement has the potential to cause conflicts of interest in the representation. This Consent and Waiver is to inform You of such potential conflicts of interest, and to obtain Your informed consent in writing to our joint representation of You.

When the same attorney represents two or more persons involved in a single transaction, areas of conflict may arise during the representation. For example, one client may want different terms included in the agreement than the other clients or the clients may have different goals related to the legal problem, which may result in different instructions from the individual clients to the attorney regarding how the matter should be handled.

Stafford will represent all of You in this matter as long as there is no conflict as to how the easement agreement should be prepared. If one of You gives Stafford instructions that contradict instructions from the other of You, then Stafford will inform and advise each of You that an actual conflict has arisen. At that point, one or all of You may decide to seek the advice of another attorney, to try to resolve the conflict and agree upon joint instructions to Stafford, or to discontinue Stafford's joint representation. If the eight of You cannot come to an agreement as to how to resolve the conflict, Stafford will withdraw from representing all of You. That is, Stafford will withdraw and not represent any of You.

Stafford is willing to represent each of You in this matter, provided that each of You acknowledge the potential that a conflict of interest may arise, and consent to Stafford's representation of each of You despite the potential for conflict.

b. Client Confidentiality

Under most circumstances, an attorney who represents a client is obligated to keep all communications with his or her client confidential. That is, the attorney cannot tell other people about the contents of his or her conversations with his or her client(s). This is called the "attorney-client privilege."

When an attorney represents more than one client in the same matter, however, the attorney must be able to tell one client what the other client said with regard to matters related to the subject of the joint representation. For example, the attorney must be able to tell one client what another client thinks about the terms of a possible agreement.

Therefore, Stafford asks that each of You waive Your right to confidentiality as to the other of You in this matter. Your waiver concerns the confidentiality of communications to the other of You in this matter only, not as to any other persons.

c. Duty of Loyalty

An attorney owes a duty of loyalty to his or her client. In a case of joint representation, this duty of loyalty is owed to each of the jointly represented clients. A conflict of interest may exist if Stafford's loyalty to one of You causes Stafford to limit Stafford's advocacy for the other one of You in any way with respect to this matter. In the event of such a conflict of interest, Stafford will notify You and discuss possible ways to proceed.

2. Client Agreement to Joint Representation and Waiver of Confidentiality

Each of You have read or had the opportunity to read the foregoing statements and You each have been informed by Stafford of the potential conflicts of interest that may arise in this matter and of the consequences should an actual conflict arise. Each of You consents to Stafford's joint representation of You regarding the matter described in the Limited Scope Representation Agreements. You understand that due to this joint representation, a conflict of interest may arise in the future.

Each of You agrees to waive Your respective right to attorney-client confidentiality as to the other of You. You authorize Stafford to discuss communications between each of You and Stafford with the other of You who has signed this Consent and Waiver. In signing this Consent and Waiver, You are not waiving Your respective rights to attorney-client confidentiality as to any other person or entity other than the other of You.

A client has the right to request a copy of the client file. You agree that the City of Stoughton and Stoughton Utilities shall be entitled to the original of the file upon request and that Gary L. Forsythe, Alice J. Forsythe, Joseph M. Stefanic, Marlene Widra, John R. Soceka, Shelley A. Soceka, and Richard Bugg shall be entitled to a copy of the file upon request.

3. Counterparts

This Agreement shall be effective when executed by each of You. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including pdf format) by any of the parties and the facsimile or electronic signature shall constitute an original for all purposes.

Dated: _____ _____
City of Stoughton, by Jill Weiss, Utilities Director

Dated: _____ _____
Gary L. Forsythe

Dated: _____ _____
Alice J. Forsythe

Dated: _____ _____
Joseph M. Stefanic

Dated: _____ _____
Marlene Widra

Dated: _____ _____
John R. Soceka

Dated: _____ _____
Shelley A. Soceka

Dated: _____ _____
Richard Bugg