

Sonja Birr

From: Greg Minikel
Sent: Tuesday, November 14, 2017 4:00 PM
To: Sonja Birr; Dan Koski
Subject: FW: Wisconsin Public Service Corporation Easement - Waldo Blvd - City of Manitowoc
Attachments: Easement_City of Manitowoc_2515017.pdf; CITY OF MANITOWOC EASEMENT EXAMPLE AND CONTACT84_2515017.pdf

I believe that we need to take this to the December PI Committee meeting to start the process. Thanks.

From: Barbiaux, Nicole [<mailto:NBarbiaux@integrysgroup.com>]
Sent: Tuesday, November 14, 2017 2:22 PM
To: Greg Minikel
Cc: Trebiatowski, Linda A
Subject: Wisconsin Public Service Corporation Easement - Waldo Blvd - City of Manitowoc

Good Afternoon Greg,

You recently were contacted by one of Wisconsin Public Service Corporation's designer Linda Trebiatowski regarding an easement needed for a gas project being done by WPSC within the City of Manitowoc. I have since drafted the easement using our standard language and have attached the easement document. I understand that the easement process takes time and has to be taken to the Public Infrastructure Committee. Please let me know if you have any questions or concerns regarding the easement, or if you need anything else from me in order to move the process along.

Thank you,

Nicole Barbiaux
Right of Way Agent
WEC Energy Group

920-433-2263
920-431-4815 (fax)
PO Box 19001 - 700 North Adams Street
Green Bay, WI 54307

Serving WEC Energy Group, Wisconsin Public Service, Wisconsin River Power, Michigan Gas Utilities, Minnesota Energy Resources, Peoples Gas and North Shore Gas

35558

DOCUMENT NUMBER

GAS EASEMENT / MUNICIPALITY

THIS INDENTURE is made this _____ day of _____, by and between **City of Manitowoc**, a municipal corporation, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

PIN 052-820-102-032.00

Part of the Parcel described in Manitowoc County Register of Deeds Volume 1227 on page 25, recorded as Document Number 790183,

AND

PIN 052-820-102-041.00

Part of Parcel Number One and Number Two described in Manitowoc County Register of Deeds Volume 625 on page 150, recorded as Document Number 545917,

All being part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section 20, Township 19 North, Range 24 East, **City of Manitowoc, County of Manitowoc, State of Wisconsin**, described as follows, to-wit:

A 28 foot wide easement strip, being the North 28 feet of the above described parcels.

See the attached Exhibit "A".

1. Purpose: GAS

The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. Access: Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance; inspection, removal or replacement of the Grantee's facilities.

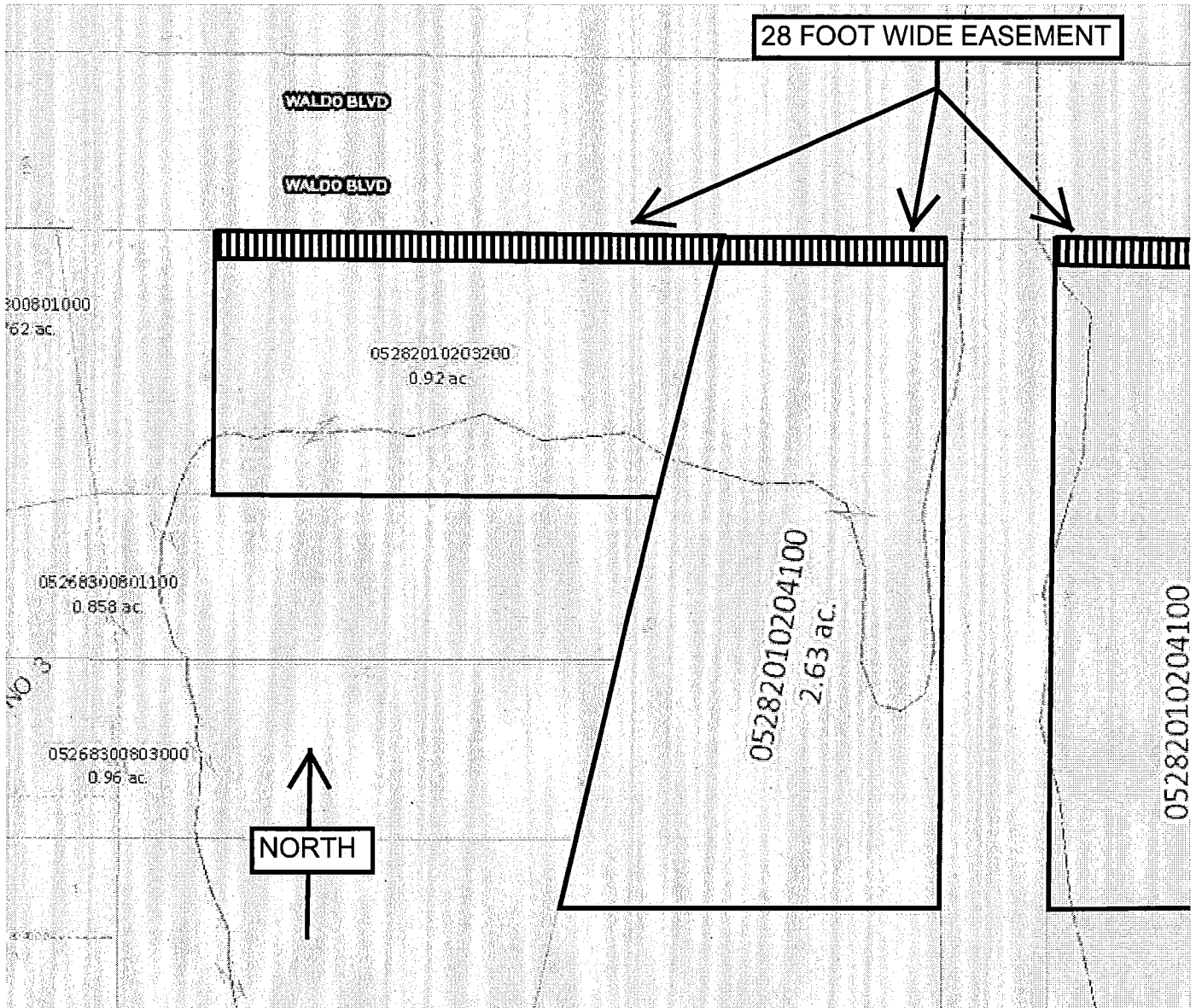
Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
052-820-102-032.00
052-820-102-041.00

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of Page Left Intentionally Blank]

EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY



Trebiatowski, Linda A

From: Greg Minikel <gminikel@manitowoc.org>
Sent: Monday, October 30, 2017 3:00 PM
To: Trebiatowski, Linda A
Cc: Dan Koski
Subject: Easement Procedure
Attachments: EASEMENT- Fiber Optic Cables within ROW of Fairmont St..docx; Cbcwa-maritime easement - 2-24-06 (A0421003).doc

WARNING: This email was sent from an external address. Exercise caution when opening links or attachments.
Hi Linda,

Sorry for the delay in getting back to you. I have been swamped with all kinds of work.

Anyway, I was trying to find old easement documents where a utility requested an easement over City of Manitowoc land.

In the past, there was one occurrence I found where a consultant was hired to draft a legal description (which is required to be completed by a registered land surveyor) and a map and then the Consultant also prepared the easement document. In this case it was Mead & Hunt. I have attached the document for your information. I am not sure if this was the approved document, but this would sure be a good starting point.

In another case a local business requested an easement, but this was more so in the Right-of-Way and not on City Owned land. I have attached this document for your reference as well. This also was not the final document.

Any easement document would need to be approved by our city attorney.

I believe that the process would be for you to write me a letter with your request and then I take that letter to our Public Infrastructure Committee. They would likely approve the request and ask the City Attorney either draft the easement documents or have you work with our attorney to come up with a suitable easement agreement. In either case, WPS will be responsible for providing the legal description and map to be incorporated into the easement document. I think that the fastest way would be if WPS or your consultant prepared the easement document for our attorney's review in lieu of our attorney having to draft the entire easement document.

Ultimately, the easement will need to also go to our Plan Commission and then to the Common Council for final approval. The total process may take about 3 months.

Greg Minikel, P.E.
Engineering Division Manager
Dept. of Public Infrastructure
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Ph. (920) 686-6910
Cell: (920) 374-0411
E-mail: gminikel@manitowoc.org

GRANT OF ACCESS AND EASEMENT

Name & Return Address:
Central Brown County Water Authority
Attn: Ron Umentum
Director of Public Works
Village of Bellevue
2828 Allouez Avenue
Green Bay, WI 54311

Parcel Id. No: 052-000-179-010.00 and
052-000-180-010.00

GRANT OF ACCESS AND EASEMENT ("Easement") made by City of Manitowoc ("Owner") to the Central Brown County Water Authority, a Wisconsin joint local water authority and separate municipal corporation located in Brown County, Wisconsin (the "Authority").

Owner is the fee simple owner of certain real property described in the attached Exhibit A (the "Permanent Easement Area") of said real property. The Permanent Easement Area is part of a larger parcel owned in fee simple by Owner. That larger parcel will be called the "Property". A site plan of the Permanent Easement Area and part of the Property is attached as Exhibit B.

Owner desires to grant to the Authority a permanent easement benefiting the Authority for the purposes of allowing the placement of certain facilities upon and access to the Permanent Easement Area and portions of the Property.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be bound, the parties agree as follows:

1. Grant of Easement. Owner hereby grants to the Authority and the Authority's successors and assigns a perpetual, non-exclusive easement in, on, under and over the Permanent Easement Area for the construction, installation, reconstruction, replacement, supplementation, operation, repair, maintenance and safeguarding of:
 - (a) a subterranean water pipeline and related water supply facilities,
 - (b) an aboveground air relief vent related to the water supply facilities; and
 - (c) a subterranean fiber optic cable.

9. Entire Agreement. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.
10. Notices. All notices to either party to this Easement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.
11. Invalidity. If any term or condition of this Easement, or the application of this Easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. Waiver. It is agreed that the complete exercise of the rights under this Easement may be gradual and not fully exercised until some time in the future. None of the rights granted under this Easement shall be lost by non-use or limited use. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.
13. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. Either Party shall be entitled to collect from any person that violates or attempts or threatens or intends to violate this Easement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement.
14. Other Conditions. As additional consideration for this Easement, Owner and the Authority agree to the additional conditions contained in "The Watermain Placement Agreement Between the Central Brown County Water Authority and the City of Manitowoc" which is attached as Exhibit C and herein incorporated by reference.

OWNER:

 Print Name: _____

STATE OF WISCONSIN)
)ss
 _____ COUNTY)

Personally came before this _____ day of _____, 2006, 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: _____

EXHIBIT A

**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA**

PERMANENT EASEMENT AREA

Being part of Tract 1 of Certified Surveys Volume 10, Page 553, being parts of Blocks 178, 179 and 180 of the Original Plat of Manitowoc and portions of the vacated Commercial Street, being part of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin more fully described as follows:

Being part of Tract 1 of Certified Surveys Volume 10, Page 553, being parts of Blocks 178, 179 and 180 of the Original Plat of Manitowoc and portions of the vacated Commercial Street, being part of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Tract 1;
Thence S 88° 39' 46" E a distance of 380.37 feet to the point of beginning;

Thence, S 88° 39' 46" E for a distance of 20.04 feet;
Thence, S 02° 13' 10" E for a distance of 364.45 feet;
Thence, S 83° 04' 52" E for a distance of 15.71 feet;
Thence, S 06° 54' 43" W for a distance of 40.38 feet;
Thence, S 18° 45' 46" E for a distance of 52.91 feet;
Thence, N 89° 18' 06" W for a distance of 42.42 Feet;
Thence, N 18° 45' 46" W for a distance of 47.89 feet;
Thence, N 06° 54' 43" E for a distance of 49.50 feet;
Thence, S 83° 07' 01" E for a distance of 4.03 feet;
Thence, N 02° 13' 10" W for a distance of 362.48 feet to the point of beginning.
Said parcel contains 11,082 square feet more or less.

EXHIBIT B

SITE PLAN OF PERMANENT EASEMENT AREA

EXHIBIT C

**THE WATERMAIN PLACEMENT AGREEMENT BETWEEN THE
CENTRAL BROWN COUNTY WATER AUTHORITY AND THE CITY OF MANITOWOC**

EASEMENT

This easement agreement (hereinafter referred to as the "Easement") is granted by the City of Manitowoc, Wisconsin, a municipal corporation, 900 Quay Street, Manitowoc Wisconsin 54220-4543 (hereinafter referred to as the "Grantor") to Federal-Mogul Corporation, 2318 Waldo Boulevard, Manitowoc, Wisconsin (hereinafter referred to as the "Grantee").

WHEREAS, Thomas McCarty of Federal-Mogul submitted a Letter dated October 22, 2013 (Common Council Document #13-581) requesting the City of Manitowoc to grant them permission to have fiber optic cables within the Right-of-Way (ROW) of Fairmont Street; and

WHEREAS, the Licensing, Permits and Inspections Committee unanimously approved the said request on November 14, 2013; and recommended the City Attorney & Public Infrastructure Departments to prepare the necessary easement documents/agreements; and

WHEREAS, the Grantee has prepared the attached legal description and map, identified as Exhibit "A", for the said easement area, which more clearly delineates the area covered by this Easement, and the roles and responsibilities of the undersigned.

NOW, THEREFORE, the undersigned parties hereby agree as follows:

1. Grant of Easement. For the sum of no money and other good and valuable consideration, the receipt whereof is hereby acknowledged by Grantor, Grantor hereby grants unto Grantee, its agents and employees a perpetual easement for: (a) the placement of Grantee's buried fiber optic cables in the Grantor's public right-of-way; in order to connect the Federal-Mogul Plant with the United Piston Ring (UPR) Plant as identified in Exhibit "A" and legally described therein; and (b) to install, construct, place, maintain, repair, replace, restore and remove Grantee's improvements above, upon and below grade in the Easement Area, including all appurtenances related thereto.

The Grantee shall be responsible for registering with and/or becoming a member of Digger's Hotline (One-Call System) for locating underground utilities. The Grantee shall also be responsible for locating their fiber optic cables in accordance with the regulations of Diggers Hotline.

The Grantee shall provide and install plastic marker posts (above ground) indicating that they have fiber optic cables at this location.

The Grantee shall obtain the necessary approvals and permits from the Canadian National Railroad for those portions where the fiber optic cable crosses the Railroad's property.

The Grantee is expressly responsible to coordinate with the Grantor, in the design, installation, maintenance, repair and removal of improvements of any type and kind within the Easement Area, and shall be responsible for: (a) the payment of all fees, charges, assessments and expenses related thereto; (b) maintenance and repair of utilities in the Easement Area; and

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(c) restoration of the Easement Area to a condition satisfactory to the Grantor at Grantee's sole expense, upon termination of the Easement as defined in Section 10. Excepting those improvements expressly identified herein, the Grantee shall not construct any building or other permanent structures or improvements in the Easement Area. The Grantee shall be responsible for the payment of all costs related to any required removal, replacement or relocation of any Grantee-installed improvements, upon terms and conditions acceptable to the undersigned parties.

The Grantee will construct, maintain, manage and control Grantee's improvements in the Easement Area including, without limitation, selection of contractors, materials used, structural design, architectural issues, debris removal, layout, paving and landscaping. Maintenance, landscaping, upkeep and general care of Grantee's improvements located within the Easement Area as of the effective date of this Easement shall be the sole responsibility of the Grantee. Upon termination of the Easement as defined in Section 10., the Easement Area shall be restored at Grantee's sole expense, to a condition acceptable to the undersigned parties.

3. Trimming and Removal of Landscaping Elements. The trimming and removal of trees, bushes, shrubs or other foliage in the Easement Area, as may be necessary, in the judgment of the Grantee, for the safe location of Grantee improvements, shall be the express responsibility of the Grantee. The Grantor hereby consents to any such trimming and removal provided by Grantee, however, the Grantee shall be required to restore the affected portion of the Easement Area to either substantially the same condition that existed prior to any work by the Grantee within the Easement Area, to a condition acceptable to the undersigned parties.

4. Representations. The Grantor hereby warrants that it possesses sufficient title to execute this Easement, and to convey this Easement free and clear of all encumbrances that would prevent the use of the Easement Area as contemplated herein.

The Grantee hereby warrants that at the time and date of execution of this Easement, the Grantee has the power, authority and legal right to execute and enter into said Easement, and further that the person(s) signing this Easement are duly authorized to do so, and their signatures bind the Grantee in accordance with the terms of this Easement.

5. Standard Utility Easement Agreement. The Easement shall be subject to the "Standard Utility Easement Conditions" (hereinafter referred to as "SUEC") recorded at the Manitowoc County Register of Deeds Office on November 2, 1997 in Volume 1252, Page 498 of Records, Document Number 798738 and which are incorporated herein by reference. The undersigned Grantee shall be defined as a Grantee under Section 1.(c) of the SUEC. In the event there is a conflict between SUEC and this Easement, this Easement shall control.

6. Indemnification and Insurance. The Grantee shall defend, indemnify and hold the Grantor harmless from and against any and all claims, liens, losses, liabilities, costs and expenses of any type and kind incurred in connection with any negligent act of the Grantee or any of Grantee's agents, employees and invitees expressly related to Grantee's use of the Easement Area.

Grantee shall maintain in effect at all times during the term of this Easement a policy or policies of comprehensive general liability insurance naming the Grantor as an additional insured and insuring against injury to property, person or loss of life arising out of the use, occupancy or maintenance of the Easement Area by the Grantee. All insurance policies required under this Section shall be purchased and maintained with insurance companies authorized to do business in the State of Wisconsin. Each such policy of insurance shall contain a provision that the insurance company shall give the Grantor at least ten (10) consecutive calendar days prior written notice of amendment, extension, alteration, cancellation, non-renewal or material change during the term of this Easement. In the event of a proposed cancellation or non-renewal of any such policy by an insurance company, Grantee shall secure adequate replacement insurance policies prior to the effective date of such cancellation or non-renewal. Grantee's insurance carrier shall provide the Grantor with a certificate of insurance evidencing that the Grantee's policy is in full force and effect.

7. Covenant Running With Land. This Easement is a covenant running with the land and is binding upon and inures to the benefit of and is enforceable by the parties hereto, their heirs, successors and assigns. The Easement is appurtenant to Grantor's public right-of-way, and Grantee's interest in the Easement may not be transferred, assigned or sublet separately from the Easement Area.

8. Taxes and Assessments. Grantee shall pay in a timely manner when due, any real estate taxes, and all current and future assessments against the Easement Area, special or otherwise, that may be levied and costs associated with the installation of any and all public utilities benefitting the Easement Area including, but not limited to, electric service, water main, storm sewer, sanitary sewer, sidewalks and street pavement in any public rights-of-way abutting said Easement Area.

9. As Is With All Faults. Grantee specifically acknowledges that Grantor, pursuant to the Easement, has granted rights to Grantee for utilization of Grantor's property on an "as is with all faults" basis regarding the quality, nature, adequacy and physical condition of the Easement Area, including but not limited to soils, geology, groundwater, constructability, stability or suitability of said property for any particular purpose.

10. Termination. This Easement shall remain in full force and effect until the first occurrence of one (1) of the following events and without necessity for further documentation: (a) effective an agreed upon date of termination in writing signed by both undersigned parties; or (b) effective the date the Grantee notifies Grantor in writing that it no longer maintains fiber optic cables in the Easement Area.

Grantee shall, if required by Grantor to do so, remove all Grantee improvements and complete all restoration activities required by the Grantor within 90 calendar days after the effective date that this Easement is terminated, unless this 90-day period is extended, waived or modified by the mutual agreement of the undersigned parties. After the 90-day period has lapsed, the Grantor shall become the owner of all Grantee improvements remaining on Grantor's property, shall dispose of Grantee improvements through any means acceptable to the Grantor including, but not limited to sale, lease or license, and shall utilize any remedies at law or at

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equity to recover any outstanding financial fees, charges, assessments or damages related to the Easement Area from the Grantee.

11. Recordation. This Easement, and any subsequent modifications thereof or additions thereto shall be, upon being duly executed, recorded by the Grantor at the Grantee's sole expense, at the Register of Deeds for Manitowoc County, Wisconsin. The Grantee shall at Grantor's request and at Grantee's sole expense upon termination of the Easement, cause the preparation, filing, recording and execution by the Grantor and Grantee, of an instrument(s) at the Register of Deeds for Manitowoc County terminating this Easement.

12. Entire Agreement. This Easement represents the entire agreement of the parties and can only be modified or changed in writing executed by the undersigned parties.

13. Assignment or Sublease. Grantee shall not assign or sublease all, or any part of the Easement Area, without the prior written consent of the Grantor.

14. Notice and Demand. A notice, demand or other communication hereunder shall be deemed to have been sufficiently given by any party to another party under this Easement when personally delivered, faxed, mailed by first class or registered or certified mail, postage prepaid, addressed to Grantor or the Grantee, as the case may be, and:

A. In the case of the Grantor, address to or delivered personally to:

City of Manitowoc
ATTN: City Clerk
900 Quay Street
Manitowoc Wisconsin 54220-4543

With a copy to: City of Manitowoc - Engineering Department

B. In the case of Grantee, address to or delivered personally to:

Thomas McCarty & Debra Blake
Federal-Mogul Corporation – Powertrain Energy
2318 Waldo Boulevard
Manitowoc, WI 54220

With a copy to:

???????

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

The parties further agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Easement, and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Easement.

15. Other Agreements. If the provisions of the Easement conflict with the provisions of any other agreement related to the Easement Area, the provisions of the Easement shall control.

16. No Encumbrances Permitted. The undersigned parties agree that on and after the effective date of this Easement, no mortgage, or any other kind or type of security interest, lien or other recordable encumbrance, shall be permitted to be placed by the Grantee or any other party (excepting the Grantor), against the Easement Area. It is expressly understood that the Grantor will not permit its fee simple interest in the Easement Area to become encumbered, subordinate to, or subject to any lien or security interest of any lender's mortgage or creditor's security interest, and that the undersigned parties agree that the Grantor's property described in this Easement shall not to be considered additional collateral to secure any debt or obligation of the Grantee.

17. Default. Any default or material breach under this Easement shall entitle the non-defaulting party to any rights or remedies at law or at equity. In the event that either party shall default in the performance of any of its obligations under the terms of the Easement, the non-defaulting party shall forward written notice to the defaulting party outlining such default or material breach. The defaulting party shall cure such default within 30 calendar days after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default or material breach that cannot be cured with the 30-day period, provided the defaulting party has commenced to cure within the 30-day period and diligently pursues a cure at all times thereafter until the default or material breach is cured. In the event of any litigation between the parties regarding the Easement, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

18. Third Party Beneficiary. Nothing in this grant of Easement nor any act of the undersigned parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

19. Construction. The undersigned parties have contributed to the drafting of this Easement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Easement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this Easement or any portion thereof.

20. Severability. If any provision of this Easement shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement shall not be affected thereby and shall remain in full force and effect.

21. Venue. This Agreement shall be construed and enforced in accordance with the laws of Manitowoc County and the State of Wisconsin.

22. Date. This Agreement shall be dated and effective and binding as of the date of the last execution.

Federal-Mogul Corporation

By: _____
_____, President _____ Date

By: _____
_____, Secretary _____ Date

STATE OF WISCONSIN)
_____)ss.
MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2014, the above signed ?????? as President of Federal-Mogul and ??????, Secretary of Federal-Mogul to me known who executed the foregoing instrument in his capacity as such officer of said corporation, by its authority.

Notary Public

County, Wisconsin
My commission (expires)(is):

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Date

By: _____
Jennifer Hudon, City Clerk

Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2014, the above named Justin M. Nickels and Jennifer Hudon, and to me know as Mayor and City Clerk for the City of Manitowoc WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is):

This instrument was drafted by:

Greg Minikel, Engineering Team Leader

Filename: Y:\Files by Dept.\Engineering\Easement-Fiber Optic Cables within ROW of Fairmont St.

Rev. 11/27/2013