



5/18/2023

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

RECEIVED

MAY 23 2023

MANITOWOC CITY ATTORNEY

City of Manitowoc, a Wisconsin Municipal Corporation
900 Quay St
Manitowoc, Wisconsin, 54220

Dear Customer:

Wisconsin Public Service Corporation recently received a request to upgrade or provide new *electric service at S 10th St in the City of Manitowoc County of Manitowoc, State of Wisconsin*. This request will require new or upgraded facilities to be installed on property that you own at *3001 S 10th St in the of City of Manitowoc County of Manitowoc, State of Wisconsin*, in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a Notary Public.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **WMIS-3360346**.

Andrea Windham- Right of Way Agent
Wisconsin Public Service Corporation
920-433-2903
Andrea.Windham@wecenergygroup.com

Enclosed

3307598

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Manitowoc, a Wisconsin 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:

Part of the parcel described in the Manitowoc Register of deeds Volume 169, Page 281, recorded as Document Number 210516 being part of Government Lot 2 of fractional Section 5 Township 18 North, Range 24 East, **City of Manitowoc, County of Manitowoc, State of Wisconsin, as shown on the attached Exhibit "A"**.

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

Tax Parcel Identification Number (PIN)

05280520301000

- 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.
- 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 BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Manitowoc, a Wisconsin Municipal Corporation

Organization name

Sign Name

Print name & title

STATE)
OF _____)

)SS

COUNTY)
OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Manitowoc, a Wisconsin Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name

Print Name

Notary Public, State of

My Commission expires:

346This instrument drafted by: Andrea Windham

Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1468826	WMIS-3360346	3307598	INT11-468-826

EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**

