

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that a meeting of the Board of Public Works of the City of De Pere will be held on Monday, October 8, 2012, 7:30 p.m. in the Council Chambers of the City Hall, 335 S. Broadway, WI 54115.

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

*** Items marked are to be forwarded to City Council for approval.**

AGENDA FOR SAID MEETING:

1. Roll Call
2. Approve minutes of the regular meeting held on September 10, 2012 which were previously forwarded to Board Members.
3. Approve minutes of the special meeting held on October 2, 2012 which were previously forwarded to Board Members.
4. Public Comment.
5. Review and consider Central Brown County Water Authority 5th Amendment to Water Purchase & Sale Contract. *
6. Review and consider 2013 Snow and Ice Removal Rates.
7. Review and consider Easement Off of S. Melcorn Circle.*
8. Review Parking and Traffic Team Report
9. Future Agenda Items
10. Adjournment

Scott J. Thoresen, P.E.
Public Works Director

Agenda Sent to:

Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Shana Defnet, Clerk-Treasurer
City Hall 1st & 2nd Floor
Eric P. Rakers, City Engineer
Karen M. Heyrman, Assistant City Engineer

De Pere Journal
Green Bay Press Gazette
TV and Radio Stations
De Pere Area Chamber of Commerce
De Pere Area Business Alliance
North American Communications
WI Public Service Corporation
Brown County Library, De Pere
Dave Vaclavik, CBCWA Manager
Keith Garot, Landmark Real Estate Development

Any person wishing to attend whom, because of disability, requires special accommodations should contact the office of the Clerk-Treasurer at 339-4050 by noon on the day of the meeting so that arrangements can be made.

**BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN – September 10, 2012**

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Monday, September 10, 2012.

*Prior to the Mayor calling the meeting to order, Scott Thoresen advised him that the County representatives were providing another municipality with their presentation and would be here as soon as they finish. Therefore it was determined that the order of the agenda would be changed and Item 6 would be discussed after Item 4.

1. Roll Call: Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Bauer, Kneizel and Crevier. Others present were: Scott Thoresen, Public Works Director; Eric Rakers, City Engineer; Larry Delo, Administrator and Sue Selissen, Recording Secretary.

Others present: Representatives from the Brown County Port & Solid Waste Dept were Dean Haen, Brown 3110 Pioneer Dr, Green Bay, WI 54313 and Chad Doverspike, 1482 Carole Ln, Green Bay, WI 54313

2. Approval of Minutes: Alderperson Crevier moved, seconded by Alderperson Boyd, to approve the minutes of the August 13, 2012, meeting. Upon vote, motion carried unanimously.
3. Public Comment: None
4. Consider Recycling Consolidation Grant: Scott Thoresen, Public Works Director presented this item to the Board. Discussion followed. Mayor Walsh moved, seconded by Alderperson Bauer, to approve the Brown County Municipal Recycling Agreement, Amendment III. Upon vote, motion carried unanimously.
6. Consider Services for Illicit Discharge Detection and Elimination (IDDE): Eric Rakers, City Engineer, presented this item. Alderperson Bauer moved, seconded by Alderperson Crevier, to approve the bid from McMahon, 1445 McMahon Rd, Neenah, WI 54956, to complete the 2012 IDDE screening, in the amount of \$2,025.00. Upon vote, motion carried unanimously.

*While waiting for the representatives from Brown County to arrive for the presentation, Mayor Walsh called a recess at 7:36pm and called the session back to order at 7:41pm.

5. Brown County Port & Solid Waste Presentation Regarding Proposed Solid Waste Management Services Agreement: Dean Haen, 3110 Pioneer Dr, Green Bay, WI 54313 and Chad Doverspike, 1482 Carole Ln, Green Bay, WI 54301 addressed the Board. Their presentation provided the Board background information regarding the Port & Solid Waste Department. Information was also provided on the County's proposed solid waste management services agreement. This presentation was for informational purposes only. No action taken.

7. Future Agenda Items: None

8. Adjournment: Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Board of Public Works unanimously voted to adjourn at 8:05 pm.

Respectfully submitted,
Sue Selissen,
Recording Secretary

DRAFT

**BOARD OF PUBLIC WORKS
SPECIAL MEETING
CITY OF DE PERE, WISCONSIN – October 2, 2012**

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, October 2, 2012.

1. Roll Call: Mayor Walsh called the meeting to order at 6:45 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Bauer, Kneizel and Crevier. Others present were: Scott Thoresen, Public Works Director; Ken Pabich, Planning Director and Karen Hornick, Recording Secretary.
2. Consider Change Order for Water Main Relay in Easement off of American Boulevard. Scott Thoresen, Public Works Director presented this item to the Board. Discussion followed. Alderperson Bauer moved, seconded by Alderperson Boyd, to approve the bid from Feaker and Sons Co Inc, P.O. Box 5817, De Pere, WI 54115, in the amount of \$39,470.00. Upon vote, motion carried unanimously.
3. Consider Easement Off of American Boulevard. Scott Thoresen, Public Works Director presented this item to the Board advising staff recommended accepting this easement. Discussion followed. Alderperson Kneizel moved, seconded by Alderperson Bauer to accept easement. Upon vote, motion carried unanimously.
4. Public Comment. None
5. Future Agenda Items: None
6. Adjournment: Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Board of Public Works unanimously voted to adjourn at 7:53 pm.

Respectfully submitted,
Karen Hornick,
Recording Secretary

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Common Council

From: Scott J. Thoresen, Director of Public Works *S.J.T.*

Date: October 3, 2012

Subject: Central Brown County Water Authority 5th Amendment to Water Purchase & Sale Contract

The Central Brown County Water Authority (CBCWA) is recommending an amendment to the current water purchase and sales contract eliminating the requirement that the CBCWA own the structure in which the meter is located. (See attached documentation from the CBCWA). At the current time, there is confusion as to who owns the connection station buildings and what each party's responsibilities are. There are also issues that have arisen regarding the ability to acquire insurance for the joint buildings. The 5th amendment would resolve these issues. The City will also have additional steps we will have to do because we do share two connection stations with the Town of Lawrence and will have to grant each other easements for access to connection stations.

Staff recommends approving the 5th amendment to the CBCWA water purchase and sale contract.

RESOLUTION NO. _____

**APPROVING THE FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, and January 5, 2011; and

WHEREAS, it is proposed that the Contract be further amended to allow the Authority's meter for measuring the quantity of water delivered to an Authority Customer, and the Authority Customer's pressure increasing/reducing facilities, to be housed in one building owned by an Authority Customer; and

WHEREAS, it is also proposed that the Contract be further amended to clarify Section 2.8 related to the Authority's obligation to deliver Potable Water; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment;

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The City of De Pere approves the Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The City of De Pere shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the

Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

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MEMORANDUM

TO: Members of the Central Brown County Water Authority
Village of Allouez
Village of Bellevue
City of De Pere
Village of Howard
Ledgeview Sanitary District No. 2
Town of Lawrence

FROM: Central Brown County Water Authority
Lawrie J. Kobza, Legal Counsel

DATE: August 15, 2012

RE: Steps Needed to Clarify Ownership and Responsibility for Water Supply
Connection Facilities

BACKGROUND

At the time the Water Purchase and Sale Contract was originally entered into in November 2003, it was anticipated that at the point where CBCWA's facilities connected with a member's facilities there would be two separate buildings: a separate meter station owned by CBCWA, and a separate pressure reducing facility owned by the member community. The Contract required that CBCWA own the meter station, and that the member community own the pressure reducing facility.

As the construction of the CBCWA system progressed, a decision was made to combine the meter station and pressure reducing facility into one building with two rooms. CBCWA was to have exclusive access to the room housing the metering equipment, and the member community was to have exclusive access to the room housing the pressure reducing equipment. In order to meet the ownership requirements of the Contract, the building was to be a "condominium" with CBCWA owning the condominium unit with the metering equipment, and the member community owning the condominium unit with the pressure reducing equipment. Communities entered into condominium agreements with CBCWA to establish this.

As construction proceeded further, decisions were made in some cases to use existing buildings for the metering and pressure reducing facilities. In these buildings there were no exclusive access areas, and the condominium concept did not work well. In other situations, one building was used to house equipment for two member communities and CBCWA. While these

configurations made sense, they did not fit with the condominium concept. However, no changes were made to the condominium agreements to address these situations.

At this point in time, there is confusion over who owns the connection station buildings, and what each party's respective responsibilities are. Issues have also arisen regarding the ability to acquire insurance for the joint buildings.

PROPOSED CHANGE

In order to address this issue, it is recommended that the Water Purchase and Sale Agreement be revised to eliminate the requirement that CBCWA own the building housing the metering equipment. It is also recommended that CBCWA transfer its interest in each connection station building to the member community owning the land on which the building is located, and that CBCWA obtain an easement from the member community for its equipment on the site.

The original concept included in the Water Purchase and Sale Contract -- that there would be a separate meter station, and a separate pressure reducing station at each connection point -- has turned out to be incorrect. Each connection point does not have a separate meter station and separate pressure reducing station. Instead, there is only one building at each connection station in which both metering and pressure reducing equipment is stored. While efforts were made to try and fit this new configuration into the terms of the existing Contract, additional configuration changes have strained this effort. The better approach is to revise the Contract and to execute the legal documents needed to reflect how the connection stations were actually constructed, and how they are practically operated and maintained.

ACTION THAT NEEDS TO BE TAKEN

In order to have the connection stations owned by the member communities with CBCWA having an easement to access its equipment at the connection stations, several steps must be taken. Those steps are as follows:

- The Water Purchase and Sale Contract must be amended to eliminate the requirement that CBCWA own the structure in which its meter is located.
- The existing condominium agreements between CBCWA and the member communities must be terminated.
- CBCWA must issue bills of sale transferring its interests in the connection station buildings to the member communities.
- Easements must be provided by the member communities for CBCWA to maintain its facilities on the connection station properties. In the situations where a connection

station is shared by two member communities and CBCWA, the member community owning the connection station must also grant an easement to the other community with equipment on the connection station property, and the other community must accept the terms of the easement.

The first step that must be accomplished is the amendment of the Water Purchase and Sale Contract. In order to amend the Contract, the CBCWA Board and three/fourths of the governing bodies of the member communities (i.e., five of the six member communities) must approve the amendment.

After CBCWA members are notified that the amendment to the Water Purchase and Sale Contract is effective, each member community will need to take the remaining steps necessary to terminate the condominium agreements, approve the bills of sale, and grant the required easements.

WHAT YOU ARE ASKED TO DO

- ☐ Adopt a resolution approving the 5th Amendment to the Water Purchase and Sale Contract. A copy of a proposed resolution is included under Tab 1. Also included under Tab 1 is a document that shows how the proposed changes affect the Contract. For Ledgeview Sanitary District No. 2, their approval will only be effective after the Town of Ledgeview has also approved the amendment. A copy of a proposed resolution for the Town of Ledgeview is included under Tab 1A.
- ☐ Provide Dave Vaclavik, CBCWA Manager, with a copy of the adopted resolution approving the 5th Amendment to the Water Purchase and Sale Contract.
- ☐ Wait to receive notice from CBCWA that the 5th Amendment to the Water Purchase and Sale Contract has been approved by the CBCWA Board and three/fourths of the governing bodies of the member communities -- and is therefore effective.
- ☐ For all communities other than De Pere and Lawrence, adopt a resolution (i) agreeing to the Mutual Termination of the existing condominium agreement with CBCWA regarding the connection station building; (ii) accepting the Bill of Sale under which CBCWA transfers its interest in the connection station building, if any, to the community; and (iii) granting the Authority an easement for its facilities on the connection station building property. A copy of a proposed resolution is included under Tab 2. You will receive an updated copy of a proposed resolution from CBCWA after the amendment to the Water Purchase and Sale Contract is final.
- ☐ De Pere and Lawrence have a slightly different process because they share two connection stations and additional steps are required to address their situation. For De

Pere and Lawrence, adopt two resolutions. The first resolution (i) agrees to the Mutual Termination of the existing condominium agreement with CBCWA regarding the connection station building; and (ii) accepts the Bill of Sale under which CBCWA transfers its interest in the connection station building, if any, to the community. A copy of the first proposed resolution is included under Tab 2A. The second resolution (i) grants the Authority an easement for the Authority's facilities on the connection station building property; (ii) grants the other community an easement for the other community's facilities located on the connection station building property; and (iii) accepts an easement for the resolving community's facilities located on the connection station property of the other community. A copy of the second proposed resolution is included under Tab 2B. You will receive an updated copy of the proposed resolutions from CBCWA after the amendment to the Water Purchase and Sale Contract is final.

- ☐ Sign two originals of the Mutual Termination document under Tab 3. You will receive final executable originals of the Mutual Termination from CBCWA after the amendment to the Water Purchase and Sale Contract is final.
- ☐ Sign two originals of the Bill of Sale document under Tab 4. You will receive final executable originals of the Bill of Sale from CBCWA after the amendment to the Water Purchase and Sale Contract is final.
- ☐ Sign three originals of the Easement to Authority document under Tab 5. Ledgeview Sanitary District No. 2 will grant CBCWA two easements -- one for Elmview Road (Tab 5A), and one for Scrays Hill Road (Tab 5B). The Scrays Hill Road easement may need to be revised prior to final execution.
- ☐ For De Pere and Lawrence, sign three originals of the document granting the Easement to the other member community under Tab 6. De Pere will grant an Easement to Lawrence, and Lawrence will grant an Easement to De Pere. Send the signed originals to Dave Vaclavik, CBCWA Manager.
- ☐ For De Pere and Lawrence, sign three originals of the document accepting the Easement from the other member community. Dave Vaclavik will provide you with these documents after they have been signed by the community granting the Easement. The form of this document is under Tab 7.
- ☐ Send all signed originals to Dave Vaclavik, CBCWA Manager, who will arrange for any remaining signatures and will return one fully signed original of each document to you. CBCWA will also arrange to have the easements recorded with the Brown County Register of Deeds.
- ☐ Keep copies of the documents after they have been returned to you.

Members of the Central Brown County Water Authority
August 15, 2012
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- ☐ For De Pere, an additional easement will need to be granted to the Authority for the De Pere connection station property at 1250 South Erie Street, De Pere, Wisconsin once ownership issues related to this property has been resolved.

If you have any questions about what you are being asked to do, please let me know. Thank you so much for helping CBCWA clarify the legal issues regarding these connection station properties.

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RESOLUTION NO. _____

**APPROVING THE FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, and January 5, 2011; and

WHEREAS, it is proposed that the Contract be further amended to allow the Authority's meter for measuring the quantity of water delivered to an Authority Customer, and the Authority Customer's pressure increasing/reducing facilities, to be housed in one building owned by an Authority Customer; and

WHEREAS, it is also proposed that the Contract be further amended to clarify Section 2.8 related to the Authority's obligation to deliver Potable Water; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment;

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The City of De Pere approves the Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The City of De Pere shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the

Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

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**FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

This FIFTH AMENDMENT TO CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 2.8, the word "in" is replaced with the word "for," as follows:

2.8 Limits on Authority's Obligations. The Authority's obligation to each Charter Customer to deliver Potable Water under Section 2.7 shall be limited to a maximum rate of Potable Water for any one hour equal to 1.8 times such Charter Customer's Average Day Demand divided by 24.

2. Section 3.2 is revised to provide as follows:

3.2 Points of Delivery. The Point of Delivery where Potable Water delivered hereunder leaves the Authority's Waterworks System and enters a Unit System will be one foot downstream from the Authority's meter. The number and location of connections to each Charter Customer's system are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

3. Section 3.3 is revised to provide as follows:

3.3 Points of Connection. The Point of Connection where Potable Water moves from one Customer's Unit System to another Customer's Unit System will be one foot downstream from the Authority's meter. The number and location of the Points of Connection are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

4. Section 3.4 is revised to provide as follows:

3.4 Back-Flows, Pressure. Each Charter Customer shall receive its supply of Potable Water downstream of the Authority's meter at pressures that will vary from time to time. Each Point of Delivery shall have pressure increasing/reducing facilities. Each Charter Customer is responsible for the siting, installation, operation, maintenance and replacement of the pressure increasing/reducing facilities needed to convey water from the Authority's Waterworks System into the Unit System. The Authority shall pay or reimburse each Charter Customer for reasonable costs of design and initial installation of such facilities, and of buildings needed to house such facilities; provided, that Charter Customers shall provide appropriate sites for these facilities without reimbursement. The Authority shall also pay or reimburse each Charter Customer for the electrical costs incurred in the operation of such facilities. Future modifications of such facilities shall be the responsibility of the Charter Customer.

Initial construction and future modification of plans and specifications of the pressure increasing/reducing facilities shall be submitted to the Authority for review and approval, which shall not be unreasonably withheld.

Each Charter Customer's operation of its pressure increasing/reducing facilities shall not cause surges or back-flows into the Authority's Waterworks System nor shall the operation of the Customer's pressure increasing/reducing facilities cause the Authority's Waterworks System pressure to drop below 20 psi. The Authority shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Charter Customer's connection facilities to the Authority's Waterworks System.

5. Section 4.1 is revised to read as follows:

4.1 Authority to Supply Equipment, Official Record. The Authority shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the Points of Delivery, the necessary equipment and devices for properly measuring the quantity of Potable Water delivered by the Authority to Authority Customers, and transferred between Authority Customers under this Contract. Such measuring equipment and devices shall be of a type meeting the standards of the American Water Works Association. The Authority shall install the equipment in above-ground structures located at sites selected by each Charter Customer, respectively, for Potable Water delivered to it. Such sites shall be subject to review and approval by the Authority, which shall not be unreasonably withheld. The Authority shall pay the cost of constructing any new above-ground structures or remodeling any existing above-ground structures to the extent necessary to house the Authority's equipment. The above-ground structures shall be owned, maintained, repaired and replaced by Authority Customers. The Authority's meters and other equipment installed in the above-ground structure shall remain the property of the Authority. A Charter Customer shall grant to the Authority, at no cost, an easement in each respective site sufficient to enable the Authority to install, use, operate and maintain the Authority's equipment during the term of this Contract. The Authority and each Charter Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the readings are or may be transcribed. Upon written request of a Charter Customer, the Authority will give the Charter Customer a copy of such journal or record book, or permit the Charter Customer to have access thereto in the office of the Authority during regular business hours.

6. Section 4.5 is revised to provide as follows:

4.5 Removal of Authority Meters. Within six (6) months after the termination of this Contract without renewal, the Authority shall at its own expense remove metering equipment from and restore the property of each Charter Customer to which such

termination without renewal applies. If the Authority fails to do so, the Charter Customer affected may elect to enforce its right to removal and restoration or to take title to such equipment.

7. Section 8.2 is revised to provide as follows:

8.2 Title to Potable Water. Title to all Potable Water supplied hereunder shall remain in the Authority to the points one foot downstream from the Authority's meters for each Unit System and thereupon shall pass to such Charter Customer.

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.

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**CHANGES MADE BY
FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

*7/17/2012 Document
Provided for clarification as to changes made*

1. Section 2.8, the word "in" is replaced with the word "for" as follows:

2.8 Limits on Authority's Obligations. The Authority's obligation to each Charter Customer to deliver Potable Water under Section 2.7 shall be limited to a maximum rate of Potable Water ~~for in~~ any one hour equal to 1.8 times such Charter Customer's Average Day Demand divided by 24.

2. Section 3.2 is revised to provide as follows:

3.2 Points of Delivery. The Points of Delivery where Potable Water delivered hereunder leaves the Authority's Waterworks System and enters a Unit System will be ~~ten feet~~ one foot downstream from the Authority's metering stations. The number and location of connections to each Charter Customer's system are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

3. Section 3.3 is revised to provide as follows:

3.3 Points of Connection. The Points of Connection where Potable Water moves from one Customer's Unit System to another Customer's Unit System will be one foot ~~ten feet~~ downstream from the Authority's metering stations. The number and location of the Points of Connection are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

4. Section 3.4 is revised to provide as follows:

3.4 Back-Flows, Pressure. Each Charter Customer shall receive its supply of Potable Water downstream of the Authority's metering stations at pressures that will vary from time to time. Each Point of Delivery shall have a pressure increasing/reducing ~~facilities station~~. Each Charter Customer is responsible for the siting, ~~installation design,~~ installation design, ~~construction,~~ operation, maintenance and replacement of the pressure increasing/reducing ~~facilities needed stations~~ to convey water from the Authority's Waterworks System into the Unit System. The Authority shall pay or reimburse each Charter Customer for reasonable costs of design and initial ~~installation construction~~ of such facilities, and of buildings needed to house such facilities stations; provided, that each Charter Customers shall provide appropriate sites for these facilities without reimbursement. The Authority shall also pay or reimburse each Charter Customer for the electrical costs incurred in the operation of such ~~facilities stations~~. Future modifications of such facilities shall be the responsibility of the Charter Customer.

Initial construction and future modification of plans and specifications of the pressure increasing/reducing ~~facilities~~stations shall be submitted to the Authority for review and approval, which shall not be unreasonably withheld.

Each Charter Customer's operation of its pressure increasing/reducing ~~facilities~~stations shall not cause surges or back-flows into the Authority's Waterworks System nor shall the operation of the Customer's pressure increasing/reducing facilities cause the Authority's Waterworks System pressure to drop below 20 psi. The Authority shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Charter Customer's connection facilities to the Authority's Waterworks System.

5. Section 4.1 is revised to read as follows:

4.1 Authority to Supply Equipment, Official Record. The Authority shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the Points of Delivery, the necessary equipment and devices for properly measuring the quantity of Potable Water delivered by the Authority to Authority Customers, and transferred between Authority Customers under this Contract. Such measuring equipment and devices shall be of a type meeting the standards of the American Water Works Association. The Authority shall also furnish, install the equipment in, own, operate, maintain, repair and replace, at its own expense, any above-ground structures the Authority deems necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Authority. Such structures and equipment shall be located at sites selected and provided by each Charter Customer, respectively, for Potable Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Authority, which shall not be unreasonably withheld. The Authority shall pay the cost of constructing any new above-ground structures or remodeling any existing above-ground structures to the extent necessary to house the Authority's equipment. The above-ground structures shall be owned, maintained, repaired and replaced by Authority Customers. The Authority's meters and other equipment installed in the above-ground structure shall remain the property of the Authority. Each A Charter Customer shall grant to the Authority, at no cost, an easement in each respective site sufficient to enable the Authority to install, use, operate and maintain the Authority's such structures and equipment during the term of this Contract. The Authority and each Charter Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the readings are or may be transcribed. Upon written request of a Charter Customer, the Authority will give the Charter Customer a copy of such journal or record book, or permit the Charter Customer to have access thereto in the office of the Authority during regular business hours.

6. Section 4.5 is revised to provide as follows:

4.5 Removal of Authority Metering Station. Within six (6) months after the termination of this Contract without renewal, the Authority shall at its own expense remove metering equipment ~~and stations~~ from and restore the property of each Charter Customer to which such termination without renewal applies. If the Authority fails to do so, the Charter Customer affected may elect to enforce its right to removal and restoration or to take title to such equipment ~~and station~~.

7. Section 8.2 is revised to provide as follows:

8.2 Title to Potable Water. Title to all Potable Water supplied hereunder shall remain in the Authority to the points one foot ~~ten feet~~ downstream from the Authority's metering ~~stations~~ for each Unit System and thereupon shall pass to such Charter Customer.

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RESOLUTION NO. _____

**APPROVING AGREEMENTS RELATED TO
WATER SUPPLY FACILITIES AT
1451 BIOTECH WAY, DE PERE, WISCONSIN
AND
1250 SO. ERIE STREET, DE PERE, WISCONSIN**

WHEREAS, the City of De Pere purchases water from the Central Brown County Water Authority (the "Authority") pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____, 2012; and

WHEREAS, the City of De Pere and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the City; and

WHEREAS, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the City; and

WHEREAS, under that Agreement, the Authority was to own the portion of the buildings housing the meter equipment owned by the Authority, and the City was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

WHEREAS, the buildings ("Connection Station Buildings") contemplated by the Agreement exist and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

WHEREAS, the City of De Pere and the Authority now desire to terminate their obligations under the Agreement, and have their obligations with respect to the Connection Station Buildings be governed by the amended Water Purchase and Sale Contract; and

WHEREAS, in compliance with the amended Water Purchase and Sales Contract, the Authority is to transfer any interest it may have in the Connection Station Buildings to the City, and the City is to assume responsibility for operating and maintaining the Connection Station Buildings in the future.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The Common Council of the City of De Pere approves the Mutual Consent to Terminate the Agreement to Design and Construct Pressure Increasing/Reducing Station, a copy

of which is attached to this Resolution as Attachment A. City officials are authorized to sign the Mutual Consent on behalf of the City.

2. The Common Council of the City of De Pere further approves and accepts the Bill of Sale for the Authority's interest, if any, in the Connection Station Buildings, a copy of which Bill of Sale is attached to this Resolution as Attachment B. City officials are authorized to sign the Bill of Sale on behalf of the City.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

F:\DOCS\WD\24663\0\A1451967.DOCX

ATTACHMENT A

**MUTUAL CONSENT TO TERMINATE AGREEMENT TO
DESIGN AND CONSTRUCT PRESSURE INCREASING/REDUCING STATION**

WHEREAS, the City of De Pere (the "Customer") purchases water from the Central Brown County Water Authority (the "Authority") pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____, 2012; and

WHEREAS, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

WHEREAS, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

WHEREAS, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

WHEREAS, the connection station buildings contemplated by the Agreement now exist and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

WHEREAS, the Customer and the Authority seek to terminate their obligations under the Agreement, so that their obligations with respect to the connection station buildings going forward will be governed by the amended Water Purchase and Sale Contract.

NOW THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements contained in the amended Water Purchase and Sales Contract, the Customer and Authority mutually agree to the termination of the Agreement to Design and Construct Pressure Increasing/Reducing Station effective as of _____, 2012.

**CENTRAL BROWN COUNTY
WATER AUTHORITY**

**CUSTOMER:
CITY OF DE PERE**

By: _____
Larry Delo, President

By: _____

Date: _____

Date: _____

Attest:

Attest:

Randy Trembl, Secretary

_____, Clerk

ATTACHMENT B

BILL OF SALE

This Bill of Sale ("Bill of Sale") is made and entered into on this ____ day of _____, 2012, by and between the Central Brown County Water Authority (the "Authority"), and the City of De Pere (the "Customer") (collectively, the "Parties").

WHEREAS, the Customer purchases water from the Authority pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____, 2012; and

WHEREAS, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

WHEREAS, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

WHEREAS, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

WHEREAS, the buildings ("Connection Station Buildings") contemplated by the Agreement now exists and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

WHEREAS, the Customer and the Authority have terminated their obligations under the Agreement, so that their obligations with respect to the Connection Station Buildings going forward will be governed by the amended Water Purchase and Sale Contract; and

WHEREAS, to comply with the amended Water Purchase and Sale Contract, the Authority is to transfer any interest it may have in the Connection Station Buildings to the Customer, and the Customer is to assume responsibility for operating and maintaining the Connection Station Buildings in the future.

NOW THEREFORE, in consideration of the mutual provisions, covenants and agreements contained in this Bill of Sale, and the amended Water Purchase and Sale Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Transfer of Interest in Connection Station Buildings.** Effective as of the date first written above ("Effective Date"), the Authority hereby transfers and conveys to the

ATTACHMENT B

Customer all of Authority's right, title and interest, if any, in and to the Connection Station Buildings, with the exception of the Authority's metering equipment, data control equipment, and other water supply related equipment located in the Connection Station Buildings, which equipment shall remain the property of the Authority. The Customer accepts and assumes responsibility for the Connection Station Buildings.

2. **Limited Warranties.** Authority hereby assigns to the Customer as of the Effective Date all assignable manufacturers' warranties with respect to the Connection Station Buildings, if any, and the Customer accepts and assumes such manufacturers' warranties. Except as provided in this paragraph, the Customer accepts the Connection Station Buildings AS IS, and Authority makes no representation or warranty, expressed or implied, at law or in equity, with respect to the Connection Station Buildings, and specifically disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed by their respective authorized representatives on the date first written above.

AUTHORITY:
CENTRAL BROWN COUNTY
WATER AUTHORITY

THE CUSTOMER:
CITY OF DE PERE

By: Larry Delo, President

By: _____

By: Randy Trembl, Secretary

By: _____

STATE OF WISCONSIN)
)ss
BROWN COUNTY)

STATE OF WISCONSIN)
)ss
BROWN COUNTY)

Personally came before me this _____ day of _____, 2012, the above-named Larry Delo and Randy Trembl to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Personally came before me this _____ day of _____, 2012, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument in the capacities indicated and acknowledged the same.

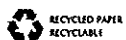
Notary Public, State of Wisconsin.
My commission:

Notary Public, State of Wisconsin.
My commission:

B



Re-order from Bushnell Company
(215) 842-9520
www.BushnellCo.com



RESOLUTION NO. _____

RELATING TO EASEMENTS FOR WATER SUPPLY FACILITIES

WHEREAS, the City of De Pere purchases water from the Central Brown County Water Authority (the "Authority") pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____; and

WHEREAS, the Authority's water system connects to the City of De Pere's water system at three locations, one of which is located at 1451 Biotech Way, De Pere, Wisconsin, on property owned by the City of De Pere, and another of which is located at 1220 Mid Valley Drive, De Pere, Wisconsin, on property owned by the Town of Lawrence; and

WHEREAS, the Authority, the City of De Pere, and the Town of Lawrence all own water supply facilities located on the City of De Pere's property at 1451 Biotech Way, De Pere, Wisconsin; and

WHEREAS, the Authority, the City of De Pere, and the Town of Lawrence also all own water supply facilities located on the Town of Lawrence's property at 1220 Mid Valley Drive, De Pere, Wisconsin; and

WHEREAS, the Contract requires the City of De Pere to provide the Authority with an easement for Authority facilities located on land owned by the City; and

WHEREAS, it is in the interest of the City of De Pere and the Town of Lawrence to provide each other with reciprocal easements for their water supply facilities located on the property owned by the other.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The Common Council of the City of De Pere grants the Authority an easement for its facilities on property located at 1451 Biotech Way, De Pere, in accordance with the terms set forth in the Easement attached as Attachment A to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment A, on behalf of the City.
2. The Common Council of the City of De Pere also grants the Town of Lawrence an easement for its facilities on property located at 1451 Biotech Way, De Pere, in accordance with the terms set forth in the Easement attached as Attachment B to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment B, on behalf of the City.
3. The Common Council of the City of De Pere accepts the terms of the easement to be granted by the Town of Lawrence for the City's facilities located on the Town of Lawrence's property at 1220 Mid Valley Drive, De Pere, Wisconsin, as set forth in the Easement attached as

Attachment C to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment C, on behalf of the City.

4. The easements shall be recorded with the Brown County Register of Deeds.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

F:\DOCS\WD\24663\0\A1451243.DOCX

ATTACHMENT A

EASEMENT AGREEMENT

[1451 Biotech Way, De Pere, WI]

Document Number

Document Name

EASEMENT AGREEMENT between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("*Owner*"), and the Central Brown County Water Authority, a Wisconsin joint local water authority and separate municipal corporation located in Brown County, Wisconsin (the "*Authority*").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "*Property*"). Owner desires to grant to the Authority a permanent easement benefiting the Authority to the portion of the Property shown on Exhibit C (the "*Easement Area*") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53703

WD-L492-B-1

Parcel Identification Number (PIN):

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 for Facilities.** Owner hereby grants to the Authority, and the Authority's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) the Authority's water meter that measures the volume of potable water delivered to Owner,
- (d) the Authority's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called the "*Authority Facilities*." The property described in Section 1(c), (d) and (f) only will be called the "*Authority Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Authority and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Authority Equipment.** Owner agrees to provide, keep, and maintain a building to house the Authority Equipment. The building shall meet the Authority's requirements for construction, size, safety, and security. Currently, the Authority Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Authority agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Authority shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Authority's use, to the total square footage of the Joint Use Building. If the Authority requests an expansion or upgrade to the Joint Use Building, the Authority shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Authority Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Authority shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Authority Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Authority may separately lock and exclude Owner and others from the Exclusive Access Area. The Authority agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and Authority shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Authority agrees to restore the portions of the Easement Area disturbed by the Authority or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Authority's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Authority's full use of it, without the Authority's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Authority, then the Authority shall have the right but not the obligation to do so. In cases of emergency, the Authority may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Authority may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Authority Facilities. The Authority shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Authority Facilities.** Except as provided in Section 12, the Authority and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Authority Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Authority is conducting activities on or otherwise accessing the Authority Facilities in the Easement Area, the Authority shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Authority's acts or omissions, or the acts or omissions of the Authority's officers, directors, members, managers, employees, affiliates, or agents. The Authority shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the

Joint Use Building, including the Authority Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Authority shall reimburse Owner for the portion of the insurance premium covering the Authority Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Authority and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER: By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
CENTRAL BROWN COUNTY WATER AUTHORITY By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP
BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED
PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER,
BROWN COUNTY, WISCONSIN.

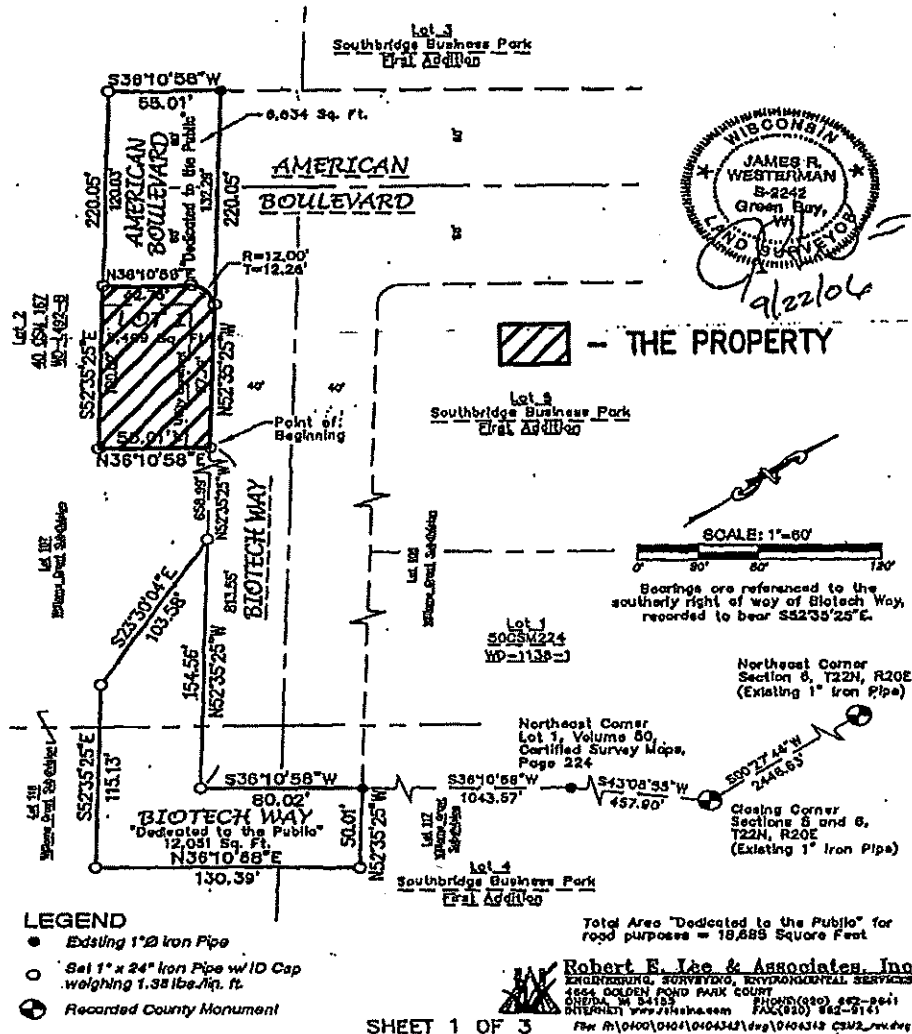
EXHIBIT B

2277867

CERTIFIED SURVEY MAP

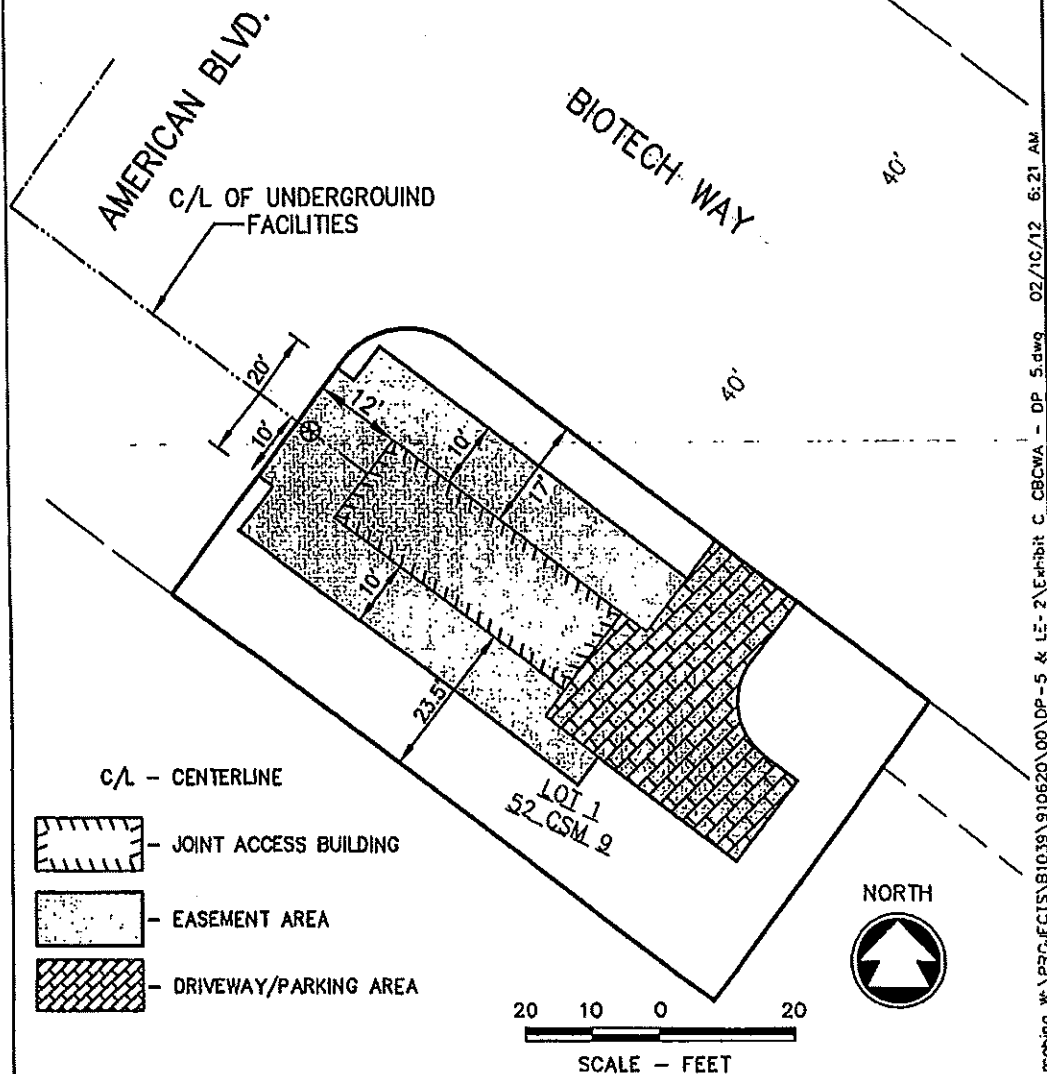
7563

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP #6087, BEING PART OF LOTS 107, 117, AND 118, WILLIAMS GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



mabing w:\PROJECTS\B1039\910620\00\DP-S & LE-2\Exhibit B - DP-S.dwg 02/10/12 6:21 AM

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS \ ARCHITECTS

Project No. B1039-910620.00 Date DEC., 2011 Scale 1"=30'

Drown By MJA Field Book Page

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

Machine W:\PROJECTS\81039\910620\00\DP-5 & L-2\Exhibit C CBCWA - DP 5.dwg 02/16/12 6:21 AM

EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

AMERICAN BLVD.

NORTH



BIOTECH WAY

AUTHORITY
EXCLUSIVE
ACCESS AREA

LOT 1
52 CSM 2

EXIST. BLDG

20 10 0 20

SCALE - FEET

McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'

Drawn By MJA Field Book Page

1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

mobing w: \PROJECTS\B1039\910620\00\DP-5 & E-2\Exhibit D Authority - DP 5.dwg 02/13/12 6:24 AM

File

ATTACHMENT B

EASEMENT AGREEMENT

[1451 Biotech Way, De Pere, WI]

Document Number

Document Name

EASEMENT AGREEMENT between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("Owner"), and the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin (the "Town").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "Property"). Owner desires to grant to the Town a permanent easement benefiting the Town to the portion of the Property shown on Exhibit C (the "Easement Area") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza

Boardman & Clark LLP

P.O. Box 927

Madison, WI 53703

WD-L492-B-1

Parcel Identification Number (PIN):

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 for Facilities. Owner hereby grants to the Town, and the Town's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:
 - (a) an underground water pipeline and related water supply facilities,
 - (b) an underground fiber optic cable,
 - (c) the Town's equipment for increasing or reducing the pressure of potable water delivered to the Town from the Central Brown County Water Authority,
 - (d) the Town's supervisory control and data acquisition system,
 - (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*Town's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*Town's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Town and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Town Equipment.** Owner agrees to provide, keep, and maintain a building to house The Town's Equipment. The building shall meet the Town's requirements for construction, size, safety, and security. Currently, the Town's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Town agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Town shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Town's use, to the total square footage of the Joint Use Building. If the Town requests an expansion or upgrade to the Joint Use Building, the Town shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Town's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Town shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Town's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Town may separately lock and exclude Owner and others from the Exclusive Access Area. The Town agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and the Town shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Town agrees to restore the portions of the Easement Area disturbed by the Town or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Town's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Town's full use of it, without the Town's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Town, then the Town shall have the right but not the obligation to do so. In cases of emergency, the Town may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Town may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Town's Facilities. The Town shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Town Facilities.** Except as provided in Section 12, the Town and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Town Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Town is conducting activities on or otherwise accessing the Town's Facilities in the Easement Area, the Town shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Town's acts or omissions, or the acts or omissions of the Town's officers, directors, members, managers, employees, affiliates, or agents. The Town shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including the Town's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Town shall reimburse Owner for the portion of the insurance premium covering the Town's Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Town and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

CITY OF DE PERE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
TOWN OF LAWRENCE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP
BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED
PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER,
BROWN COUNTY, WISCONSIN.

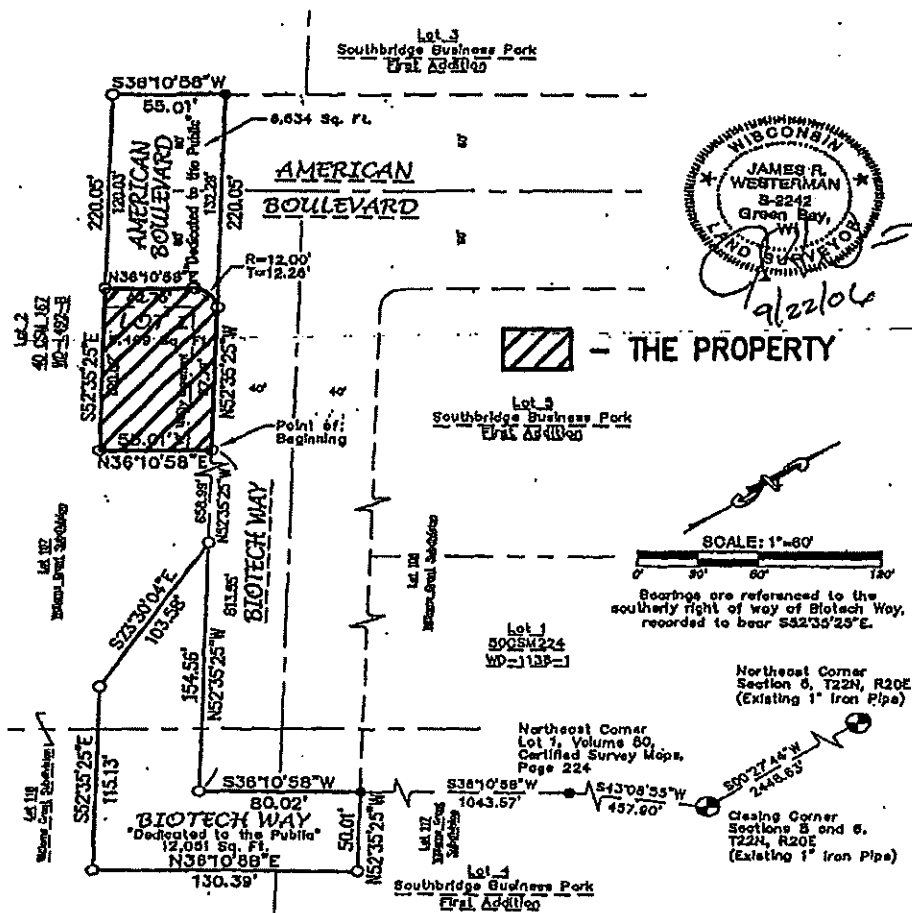
EXHIBIT B

2277867

CERTIFIED SURVEY MAP

7563

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP #6087, BEING PART OF LOTS 107, 117, AND 118, WILLIAMS GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LEGEND

- Existing 1" Iron Pipe
- Set 1" x 24" Iron Pipe w/ID Cap weighing 1.38 lbs./sq. ft.
- ⊙ Recorded County Monument

Total Area "Dedicated to the Public" for road purposes = 18,885 Square Feet

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1664 GOLDEN POND PARK COURT
DE PERE, WI 54155
PHONE: (920) 862-8811
FAX: (920) 862-8141
WWW: www.leeassoc.com
File: R:\01001\01041\01043432.dwg\01043432_C202_rml.dwg

SHEET 1 OF 3

VOL 52 PAGE 9

BROWN COUNTY REGISTER OF DEEDS DOCH 2277867 PG 1



9/22/06

- THE PROPERTY



Bearings are referenced to the southerly right of way of Biotech Way, recorded to bear S32°35'25"E.

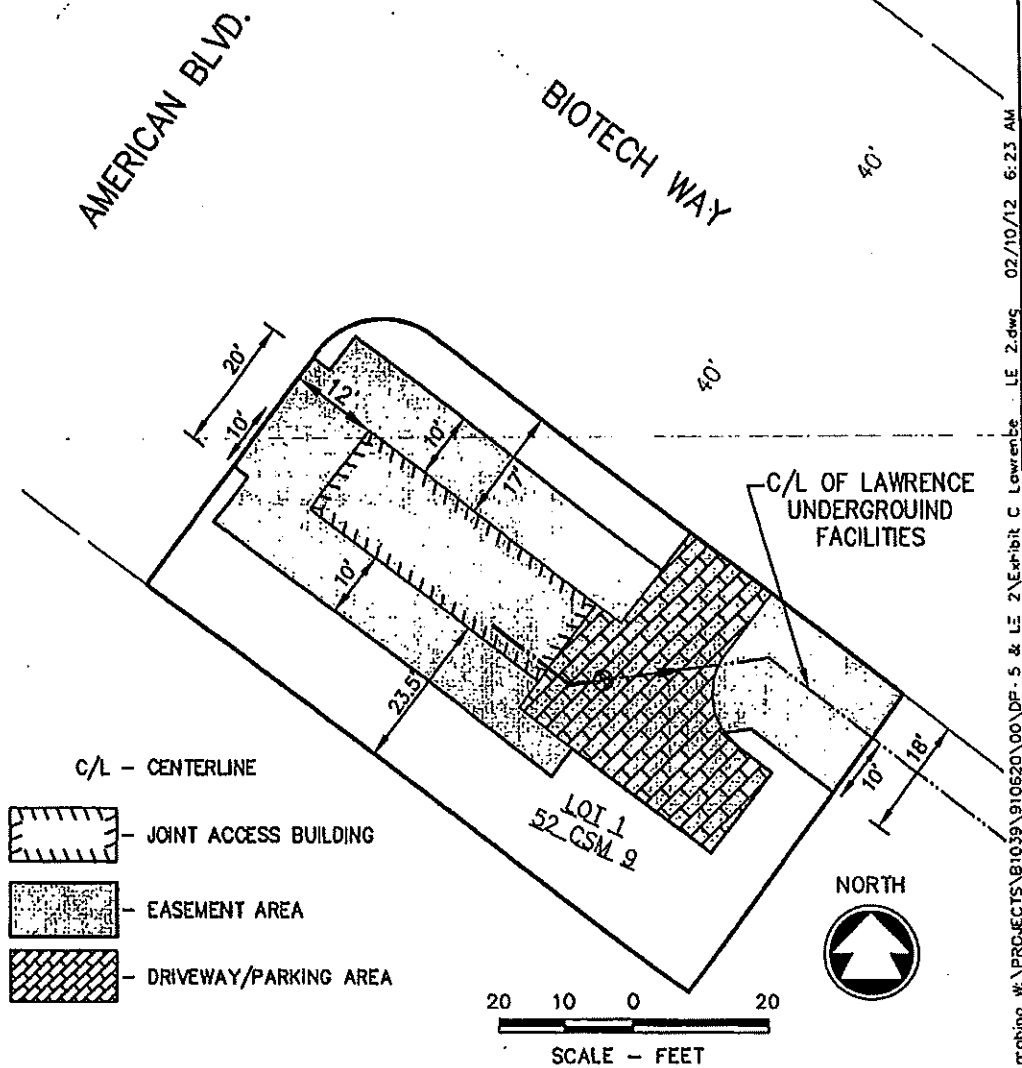
Northeast Corner
Section 6, T22N, R20E
(Existing 1" Iron Pipe)

Clearing Corner
Sections 6 and 6,
T22N, R20E
(Existing 1" Iron Pipe)

m:\projects\B1039\910620\00\DP-S & LE-2\Exhibit B - DP-S.dwg 02/10/12 6:21 AM

EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'
Drawn By MJA Field Book Page
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

02/10/12 6:23 AM LE 2.dws 2\Exhibit C Lawrence

EXHIBIT D

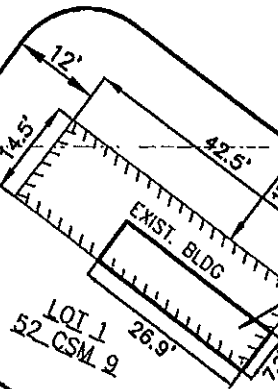
NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

AMERICAN BLVD.

NORTH



BIOTECH WAY



20 10 0 20
SCALE - FEET

McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'
Drawn By MJA Field Book Page
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

mobing W:\PROJECTS\B1039\910620\00\DP 5 & LE-2\Exhibit D Lawrence - LE-2.dwg 02/10/12 6:25 AM

File No.

ATTACHMENT C

EASEMENT AGREEMENT
(1220 Mid Valley Drive, De Pere, WI)

Document Number

Document Name

EASEMENT AGREEMENT between the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin ("Owner"), and the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("De Pere").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "Property"). Owner desires to grant to De Pere a permanent easement benefiting De Pere to the portion of the Property shown on Exhibit C (the "Easement Area") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53703

L-338-1

Parcel Identification Number (PIN):

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 for Facilities. Owner hereby grants to De Pere, and De Pere's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) De Pere's equipment for increasing or reducing the pressure of potable water delivered to De Pere from the Central Brown County Water Authority,
- (d) De Pere's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*De Pere's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*De Pere's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** De Pere and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for District Equipment.** Owner agrees to provide, keep, and maintain a building to house De Pere's Equipment. The building shall meet De Pere's requirements for construction, size, safety, and security. Currently, De Pere's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." De Pere agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. De Pere shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for De Pere's use, to the total square footage of the Joint Use Building. If De Pere requests an expansion or upgrade to the Joint Use Building, De Pere shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** De Pere's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." De Pere shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding De Pere's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. De Pere may separately lock and exclude Owner and others from the Exclusive Access Area. De Pere agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and De Pere shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** De Pere agrees to restore the portions of the Easement Area disturbed by De Pere or its agents, as nearly as is reasonably possible, to the conditions existing prior to De Pere's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or De Pere's full use of it, without De Pere's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from De Pere, then De Pere shall have the right but not the obligation to do so. In cases of emergency, De Pere may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, De Pere may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of De Pere's Facilities. De Pere shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of District Facilities.** Except as provided in Section 12, De Pere and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all District Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as De Pere is conducting activities on or otherwise accessing De Pere's Facilities in the Easement Area, De Pere shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of De Pere's acts or omissions, or the acts or omissions of De Pere's officers, directors, members, managers, employees, affiliates, or agents. De Pere shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including De Pere's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. De Pere shall reimburse Owner for the portion of the insurance premium covering De Pere's Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and De Pere and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER: By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
CITY OF DE PERE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

OUTLOT ONE (1), VOL. 51 CERTIFIED SURVEY MAPS, PAGE 301, MAP NO. 7539; SAID
MAP BEING PART OF LOTS ONE HUNDRED TWENTY-THREE (123) AND ONE HUNDRED
TWENTY-FOUR (124), ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S
SUBDIVISION OF NICOLET, IN THE TOWN OF LAWRENCE, BROWN COUNTY,
WISCONSIN.

2268623

PAGE 1 OF 4

7539

200 100 0 200

SCALE - FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.33	S73°15'03"E
L2	84.45	N72°51'03"W
L3	183.91	N28°38'40"E
L4	154.82	S83°22'03"E
L5	82.01	S83°22'03"E
L6	55.20	S83°22'03"E
L7	138.78	S16°33'27"W
L8	200.28	N04°20'21"E



THE PROPERTY



03-10-06 REVISED
04-14-06 REVISED

FLOODWAY BOUNDARY—
PER BROWN COUNTY DIS

4/13/06 2:42 PM (T_Lowrence, x-base-1)

NOTES

1324.57'
SOUTH 1/4 CORNER N89°30'34"W S. LINE C
SEC. 20, T.23N., R.20E. (N89°35'04"W)
(P.K. NAIL FOUND) DRAFTED

BROWN COUNTY REGISTER OF DEEDS VOL. 51 PAGE 301
DOC# 2268623 PG 1

DRAFTED BY: Corey W. Kalkofen

LEGEND

-  - 1" x 24" ROUND CAPPED IRON PIPE
WEIGHING 1.68 lbs./lineal ft. SET
-  - 1 1/4" x 30" ROUND IRON BAR
WEIGHING 4.173 lbs./lineal ft. SET
-  - MAG NAIL SET
-  - GEAR NAIL SET
-  - 1" PIPE FOUND (1.315" O.D.)
-  - CERTIFIED LAND CORNER
BROWN COUNTY
-  - SQUARE FEET
-  - EXISTING FENCE
-  - POINT OF BEGINNING
-  - 12' UTILITY EASEMENT

SOUTHEAST CORNER
SEC. 20, T.23N., R.20E
(P.K. NAIL FOUND)

HEARINGS ARE REFERENCED
TO THE BROWN COUNTY
COORDINATE SYSTEM

EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40698 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

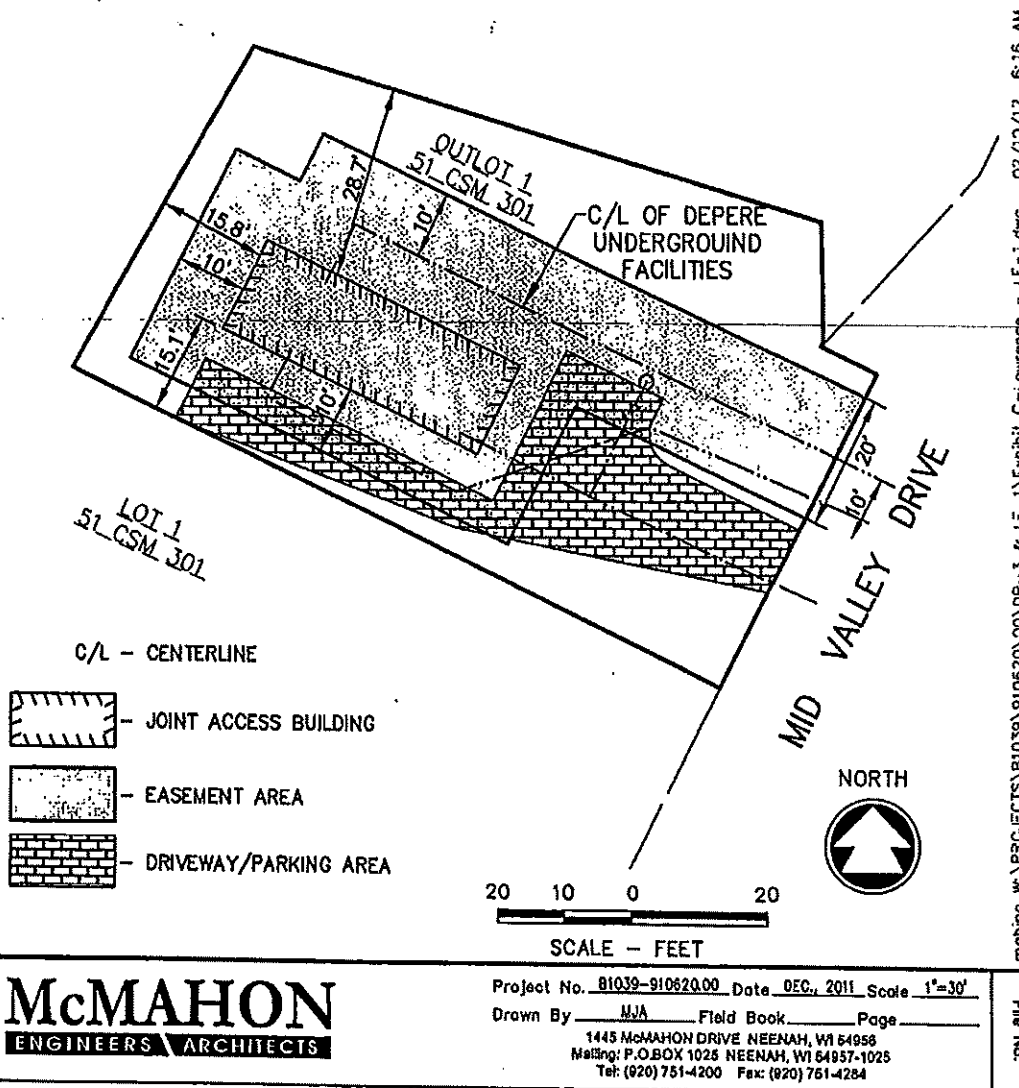
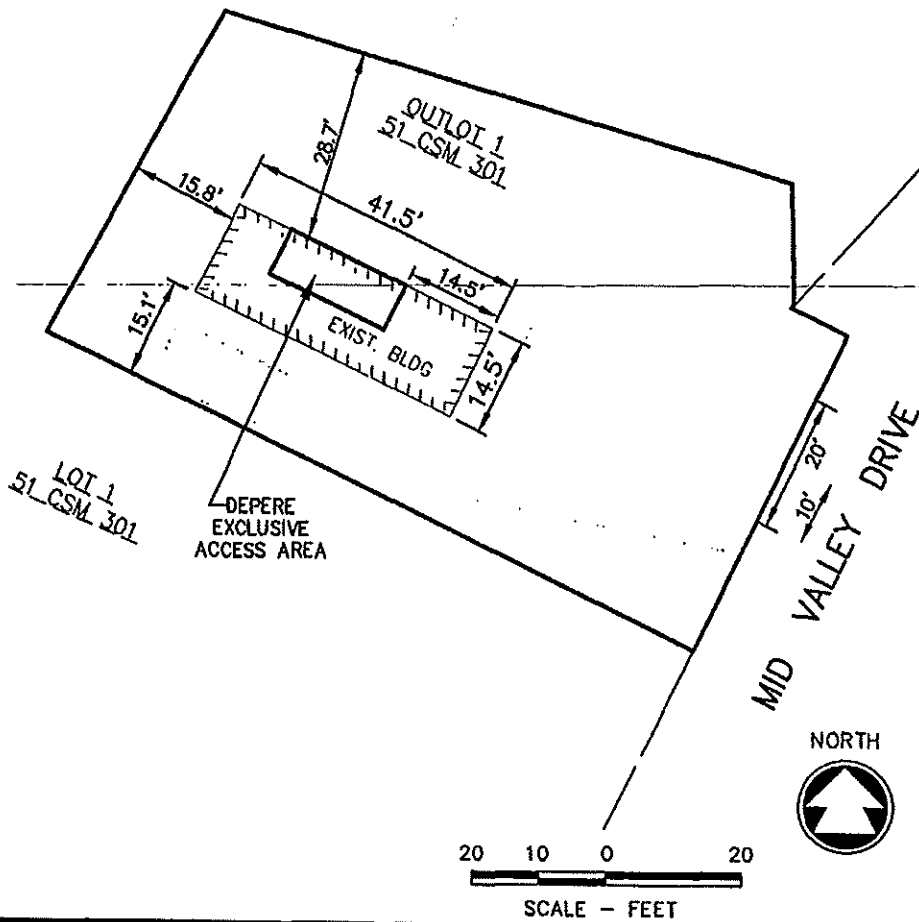


EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC. 2011 Scale 1"=30'
 Drawn By MJA Field Book Page
 1445 McMAHON DRIVE NEENAH, WI 54958
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
 Tel: (920) 751-4200 Fax: (920) 751-4284

mobing w: \PSC\ECTS\B1039\910620\00\DP-3 & LE-1\Exhibit D Lawrence .LE.1.dwg 02/09/12 3:04 PM

File No



Re-order from Bushnell Company
(215) 842-9520
www.BushnellCo.com



**MUTUAL CONSENT TO TERMINATE AGREEMENT TO
DESIGN AND CONSTRUCT PRESSURE INCREASING/REDUCING STATION**

WHEREAS, the City of De Pere (the "Customer") purchases water from the Central Brown County Water Authority (the "Authority") pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____, 2012; and

WHEREAS, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

WHEREAS, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

WHEREAS, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

WHEREAS, the connection station buildings contemplated by the Agreement now exist and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

WHEREAS, the Customer and the Authority seek to terminate their obligations under the Agreement, so that their obligations with respect to the connection station buildings going forward will be governed by the amended Water Purchase and Sale Contract.

NOW THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements contained in the amended Water Purchase and Sales Contract, the Customer and Authority mutually agree to the termination of the Agreement to Design and Construct Pressure Increasing/Reducing Station effective as of _____, 2012.

**CENTRAL BROWN COUNTY
WATER AUTHORITY**

By: _____
Larry Delo, President

Date: _____

Attest:

Randy Treml, Secretary

**CUSTOMER:
CITY OF DE PERE**

By: _____

Date: _____

Attest:

_____, Clerk



Re-order from Bushnell Company
(215) 842-9520
www.BushnellCo.com



BILL OF SALE

This Bill of Sale ("Bill of Sale") is made and entered into on this ____ day of _____, 2012, by and between the Central Brown County Water Authority (the "Authority"), and the City of De Pere (the "Customer") (collectively, the "Parties").

WHEREAS, the Customer purchases water from the Authority pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and _____, 2012; and

WHEREAS, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

WHEREAS, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

WHEREAS, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

WHEREAS, the buildings ("Connection Station Buildings") contemplated by the Agreement now exists and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

WHEREAS, the Customer and the Authority have terminated their obligations under the Agreement, so that their obligations with respect to the Connection Station Buildings going forward will be governed by the amended Water Purchase and Sale Contract; and

WHEREAS, to comply with the amended Water Purchase and Sale Contract, the Authority is to transfer any interest it may have in the Connection Station Buildings to the Customer, and the Customer is to assume responsibility for operating and maintaining the Connection Station Buildings in the future.

NOW THEREFORE, in consideration of the mutual provisions, covenants and agreements contained in this Bill of Sale, and the amended Water Purchase and Sale Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Transfer of Interest in Connection Station Buildings.** Effective as of the date first written above ("Effective Date"), the Authority hereby transfers and conveys to the



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RECYCLED PAPER
RECYCLABLE

EASEMENT AGREEMENT*[1451 Biotech Way, De Pere, WI]*

Document Number

Document Name

EASEMENT AGREEMENT between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("**Owner**"), and the Central Brown County Water Authority, a Wisconsin joint local water authority and separate municipal corporation located in Brown County, Wisconsin (the "**Authority**").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "**Property**"). Owner desires to grant to the Authority a permanent easement benefiting the Authority to the portion of the Property shown on Exhibit C (the "**Easement Area**") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza**Boardman & Clark LLP****P.O. Box 927****Madison, WI 53703****WD-L492-B-1**

Parcel Identification Number (PIN):

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 for Facilities.** Owner hereby grants to the Authority, and the Authority's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) the Authority's water meter that measures the volume of potable water delivered to Owner,
- (d) the Authority's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called the "*Authority Facilities*." The property described in Section 1(c), (d) and (f) only will be called the "*Authority Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Authority and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Authority Equipment.** Owner agrees to provide, keep, and maintain a building to house the Authority Equipment. The building shall meet the Authority's requirements for construction, size, safety, and security. Currently, the Authority Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Authority agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Authority shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Authority's use, to the total square footage of the Joint Use Building. If the Authority requests an expansion or upgrade to the Joint Use Building, the Authority shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Authority Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Authority shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Authority Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Authority may separately lock and exclude Owner and others from the Exclusive Access Area. The Authority agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and Authority shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Authority agrees to restore the portions of the Easement Area disturbed by the Authority or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Authority's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Authority's full use of it, without the Authority's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Authority, then the Authority shall have the right but not the obligation to do so. In cases of emergency, the Authority may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Authority may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Authority Facilities. The Authority shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Authority Facilities.** Except as provided in Section 12, the Authority and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Authority Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Authority is conducting activities on or otherwise accessing the Authority Facilities in the Easement Area, the Authority shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Authority's acts or omissions, or the acts or omissions of the Authority's officers, directors, members, managers, employees, affiliates, or agents. The Authority shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the

Joint Use Building, including the Authority Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Authority shall reimburse Owner for the portion of the insurance premium covering the Authority Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Authority and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER: By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
CENTRAL BROWN COUNTY WATER AUTHORITY By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

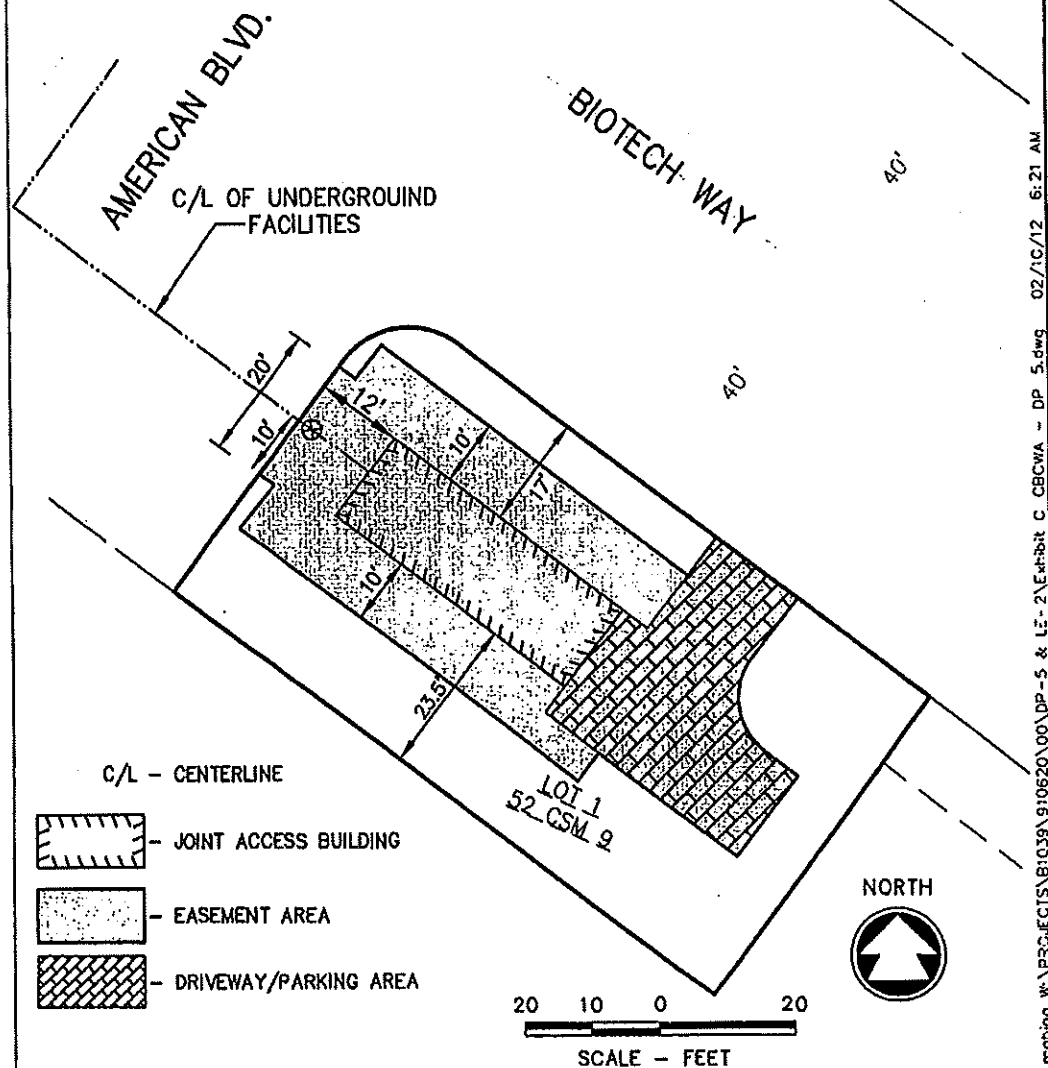
LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

7563

BROWN COUNTY REGISTER OF DEEDS DOCH# 2277887 PG 1

EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'
Drawn By MJA Field Book Page
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1026 NEENAH, WI 54957-1026
Tel: (920) 761-4200 Fax: (920) 761-4284

Project: W:\PROJECTS\B1039\910620\00\DP-S & L2-2\Exhibit C CBCWA - DP 5.dwg 02/10/12 6:21 AM File No.

EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

AMERICAN BLVD.

NORTH

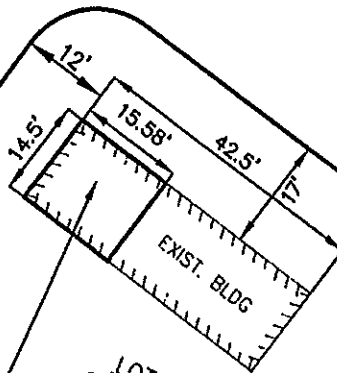


BIOTECH WAY

AUTHORITY
EXCLUSIVE
ACCESS AREA

20 10 0 20

SCALE - FEET



McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC. 2011 Scale 1"=30'

Drawn By MJA Field Book Page

1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

mobing w:\PROJECTS\B1039-910620\00\DP-5 & L-2\Exhibit D Authority - DP 5.dwg 02/13/12 6:24 AM

File No.



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RECYCLED PAPER
RECYCLABLE

EASEMENT AGREEMENT

[1451 Biotech Way, De Pere, WI]

Document Number

Document Name

EASEMENT AGREEMENT between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("Owner"), and the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin (the "Town").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "Property"). Owner desires to grant to the Town a permanent easement benefiting the Town to the portion of the Property shown on Exhibit C (the "Easement Area") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53703

WD-L492-B-1

Parcel Identification Number (PIN):

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 for Facilities.** Owner hereby grants to the Town, and the Town's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) the Town's equipment for increasing or reducing the pressure of potable water delivered to the Town from the Central Brown County Water Authority,
- (d) the Town's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*Town's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*Town's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Town and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Town Equipment.** Owner agrees to provide, keep, and maintain a building to house The Town's Equipment. The building shall meet the Town's requirements for construction, size, safety, and security. Currently, the Town's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Town agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Town shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Town's use, to the total square footage of the Joint Use Building. If the Town requests an expansion or upgrade to the Joint Use Building, the Town shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Town's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Town shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Town's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Town may separately lock and exclude Owner and others from the Exclusive Access Area. The Town agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and the Town shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Town agrees to restore the portions of the Easement Area disturbed by the Town or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Town's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Town's full use of it, without the Town's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Town, then the Town shall have the right but not the obligation to do so. In cases of emergency, the Town may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Town may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Town's Facilities. The Town shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Town Facilities.** Except as provided in Section 12, the Town and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Town Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Town is conducting activities on or otherwise accessing the Town's Facilities in the Easement Area, the Town shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Town's acts or omissions, or the acts or omissions of the Town's officers, directors, members, managers, employees, affiliates, or agents. The Town shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including the Town's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Town shall reimburse Owner for the portion of the insurance premium covering the Town's Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Town and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

CITY OF DE PERE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
TOWN OF LAWRENCE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP
BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED
PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER,
BROWN COUNTY, WISCONSIN.

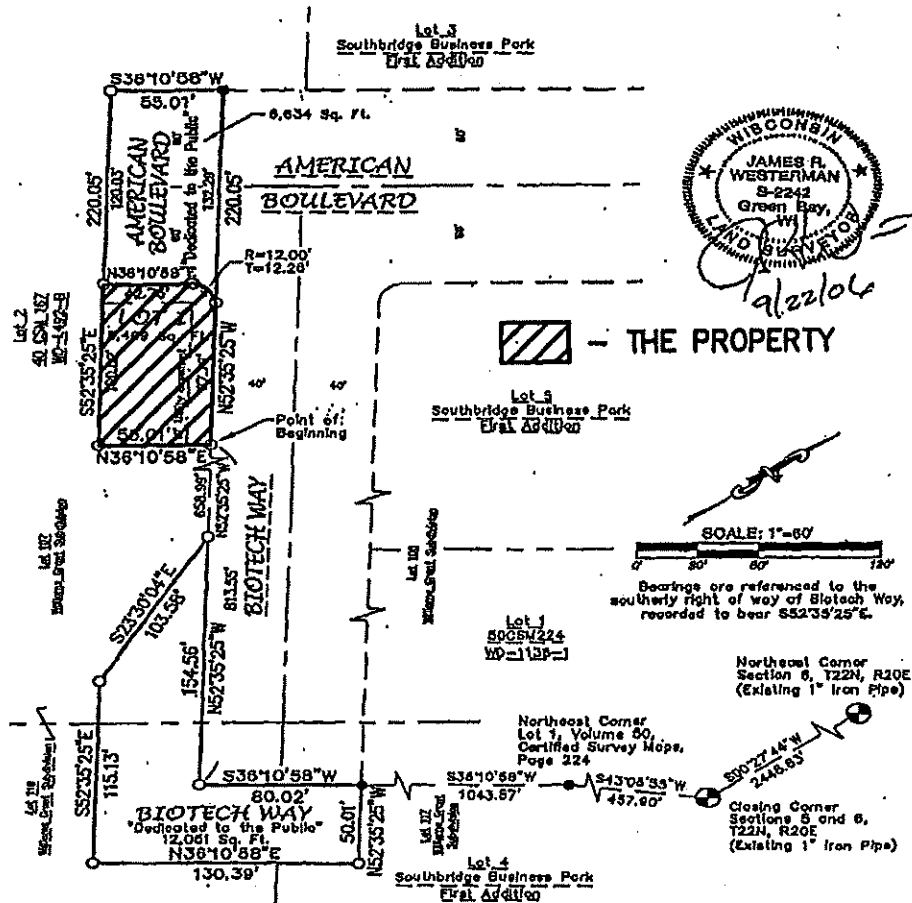
EXHIBIT B

2277867

CERTIFIED SURVEY MAP

7563

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP #6087, BEING PART OF LOTS 107, 117, AND 118, WILLIAMS GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LEGEND

- Existing 1" Iron Pipe
- Set 1" x 24" Iron Pipe w/ 1D Cap weighing 1.38 lbs./sq. ft.
- ⊙ Recorded County Monument

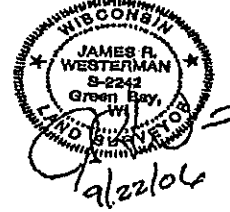
Total Area "Dedicated to the Public" for road purposes = 18,685 Square Feet

Robert E. Lee & Associates, Inc.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1004 GOLDEN POND PARK COURT
 CHESAPE, WI 54103
 PHONE (920) 862-8441
 FAX (920) 862-8141
 INTERNET www.raleehc.com
 File #1040010401/0404342/dwg/0404342 CADD.mxd

SHEET 1 OF 3

VOL 52 PAGE 9

BROWN COUNTY REGISTER OF DEEDS DOCH 2277867 PG 1



- THE PROPERTY

SCALE: 1"=60'
 Bearings are referenced to the southerly right of way of Biotech Way, recorded to bear S52°35'25"E.

Northeast Corner
 Section 6, T22N, R20E
 (Existing 1" Iron Pipe)

Northeast Corner
 Lot 1, Volume 50,
 Certified Survey Maps,
 Page 224

Closing Corner
 Sections 5 and 6,
 T22N, R20E
 (Existing 1" Iron Pipe)

mabing W:\PROJECTS\B1039\91062D\00\DP-S & LE-2\Exhibit B - DP-S.dwg 02/10/12 6:21 AM

EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

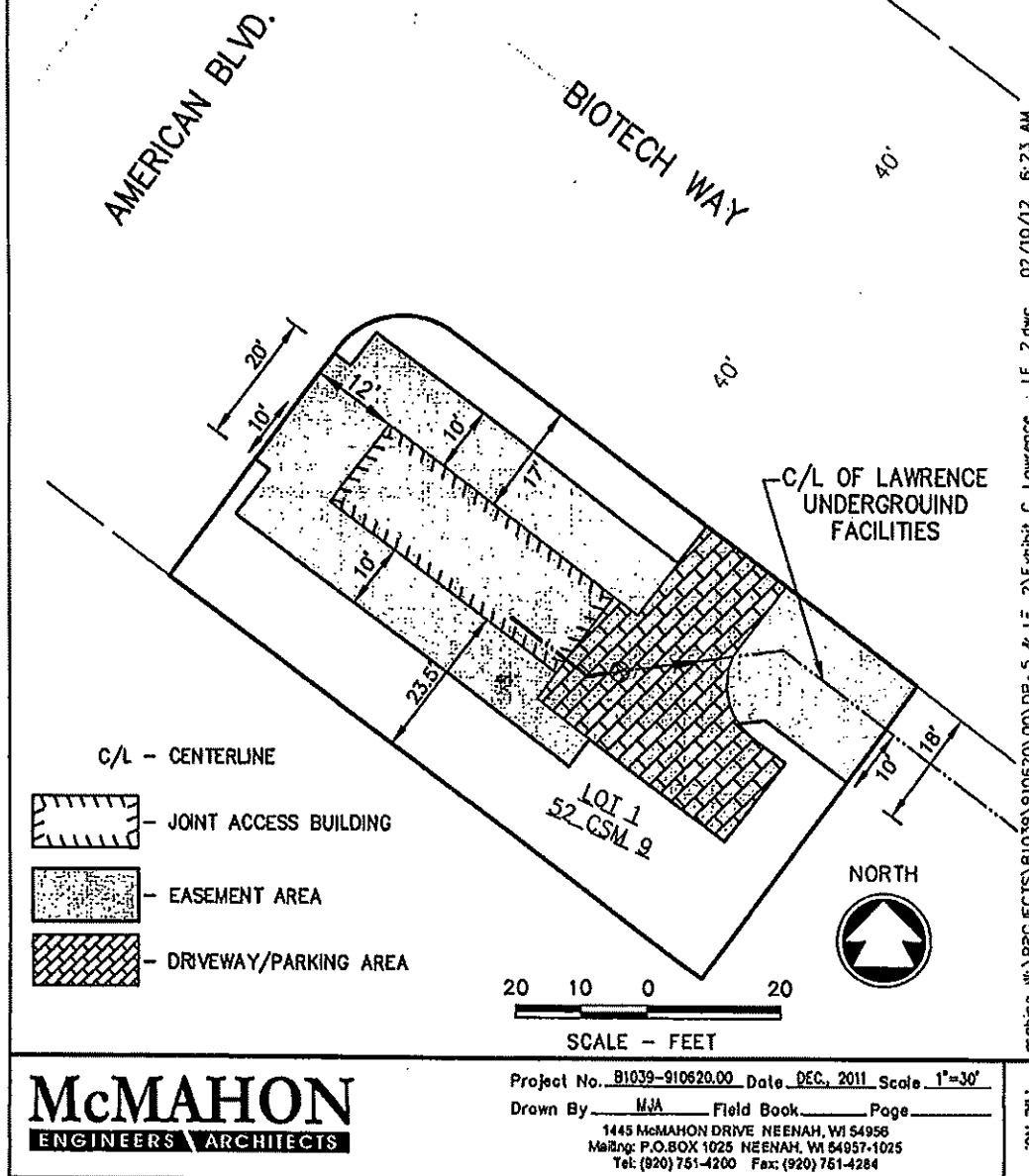
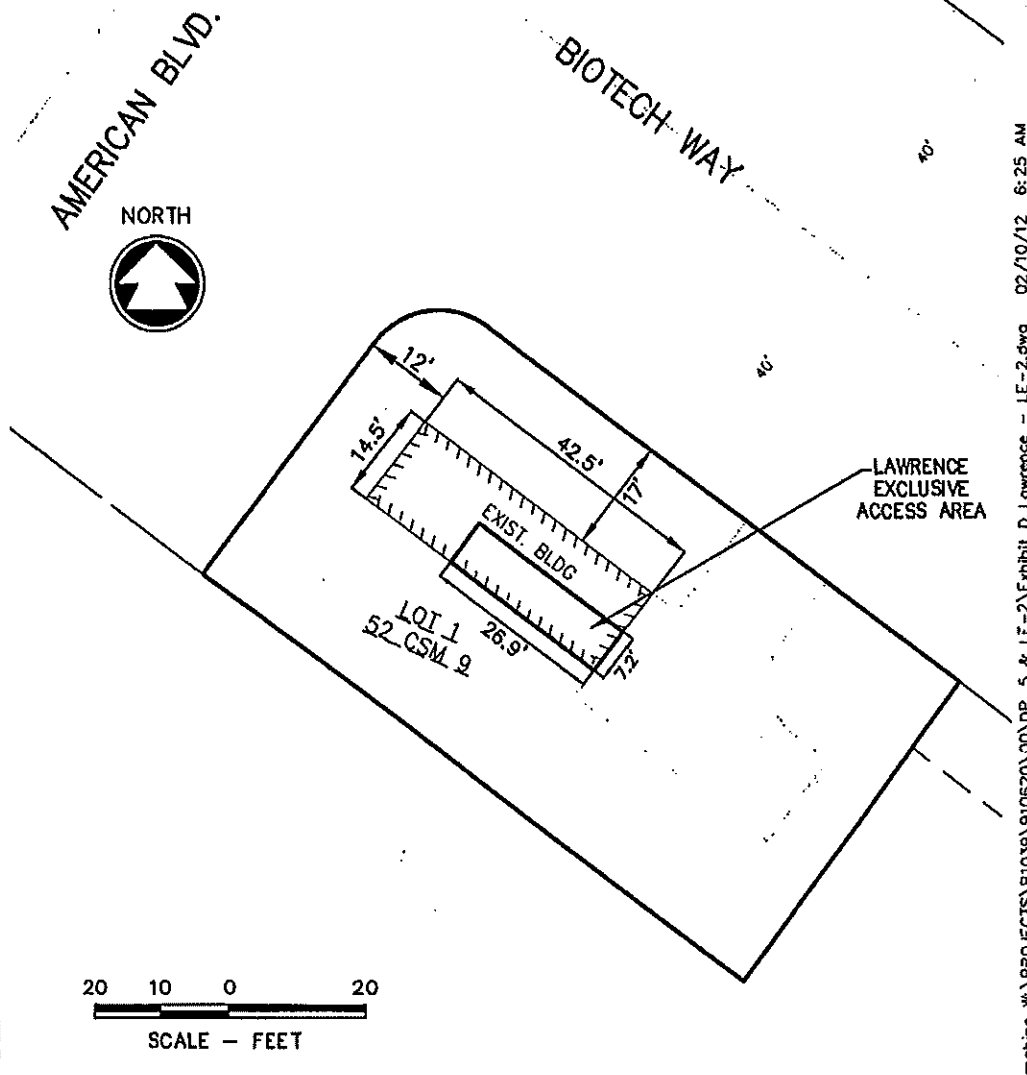


EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS ARCHITECTS

Project No. 81039-910620.00 Date DEC., 2011 Scale 1"=30'
 Drawn By MJA Field Book Page
 1445 McMAHON DRIVE NEENAH, WI 54958
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
 Tel: (920) 751-4200 Fax: (920) 751-4284

mohing w:\PROJECTS\81039\910620\00\DP_5 & LE-2\Exhibit D Lawrence - LE-2.dwg 02/10/12 6:25 AM

File No.

EASEMENT AGREEMENT
[1220 Mid Valley Drive, De Pere, WI]

Document Number

Document Name

EASEMENT AGREEMENT between the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin ("*Owner*"), and the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("*De Pere*").

BACKGROUND. Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "*Property*"). Owner desires to grant to De Pere a permanent easement benefiting De Pere to the portion of the Property shown on Exhibit C (the "*Easement Area*") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53703

L-338-1

Parcel Identification Number (PIN):

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 for Facilities.** Owner hereby grants to De Pere, and De Pere's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:
 - (a) an underground water pipeline and related water supply facilities,
 - (b) an underground fiber optic cable,
 - (c) De Pere's equipment for increasing or reducing the pressure of potable water delivered to De Pere from the Central Brown County Water Authority,
 - (d) De Pere's supervisory control and data acquisition system,
 - (e) any and all current and future underground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*De Pere's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*De Pere's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** De Pere and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for District Equipment.** Owner agrees to provide, keep, and maintain a building to house De Pere's Equipment. The building shall meet De Pere's requirements for construction, size, safety, and security. Currently, De Pere's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." De Pere agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. De Pere shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for De Pere's use, to the total square footage of the Joint Use Building. If De Pere requests an expansion or upgrade to the Joint Use Building, De Pere shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** De Pere's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." De Pere shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding De Pere's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. De Pere may separately lock and exclude Owner and others from the Exclusive Access Area. De Pere agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and De Pere shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** De Pere agrees to restore the portions of the Easement Area disturbed by De Pere or its agents, as nearly as is reasonably possible, to the conditions existing prior to De Pere's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or De Pere's full use of it, without De Pere's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from De Pere, then De Pere shall have the right but not the obligation to do so. In cases of emergency, De Pere may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, De Pere may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of De Pere's Facilities. De Pere shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of District Facilities.** Except as provided in Section 12, De Pere and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all District Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as De Pere is conducting activities on or otherwise accessing De Pere's Facilities in the Easement Area, De Pere shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of De Pere's acts or omissions, or the acts or omissions of De Pere's officers, directors, members, managers, employees, affiliates, or agents. De Pere shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including De Pere's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. De Pere shall reimburse Owner for the portion of the insurance premium covering De Pere's Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and De Pere and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement 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.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, 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.

20. **Waiver.** None of the rights granted under this Easement Agreement 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 Agreement 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 Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement 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 Agreement, 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 Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER: By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____
CITY OF DE PERE By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012. _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather
Boardman & Clark LLP

EXHIBIT A—LEGAL DESCRIPTION

OUTLOT ONE (1), VOL. 51 CERTIFIED SURVEY MAPS, PAGE 301, MAP NO. 7539; SAID MAP BEING PART OF LOTS ONE HUNDRED TWENTY-THREE (123) AND ONE HUNDRED TWENTY-FOUR (124), ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S SUBDIVISION OF NICOLET, IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

EXHIBIT B

2268623

CERTIFIED SURVEY MAP NO.

PAGE 1 OF 4

7539

A PART OF LOTS 123 AND 124 OF THE ASSESSOR'S SUBDIVISION OF THE LANDS IN
NICOLET AND A PART OF GOVERNMENT LOTS 3 & 4, SECTION 20, TOWNSHIP 23 NORTH,
RANGE 20 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

200 100 0 200

SCALE - FEET

LINE	LENGTH	BEARING
L1	38.33	S73°18'03"E
L2	84.45	N72°31'03"W
L3	185.81	N28°38'48"E
L4	154.82	S83°22'03"E
L5	82.01	S83°22'03"E
L6	55.20	S83°22'03"E
L7	138.78	S18°33'27"W
L8	200.26	N04°20'21"E



- THE PROPERTY



01-18-06
03-10-06 REVISED
04-14-06 REVISED

THE FLOODWAY, FLOODPLAIN,
TOP OF BANK AND 20 FOOT
SETBACK FROM TOP OF BANK
ARE APPROXIMATE LOCATIONS
PER BROWN COUNTY GIS.

FLOODWAY BOUNDARY
PER BROWN COUNTY GIS

UNPLATTED LANDS
VOL. 979, P. 328

UNPLATTED LANDS
VOL. 979, P. 328

SEE PAGE 3 FOR
ADDITIONAL NOTES

NOTES:

1. A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 1 AND OUTLOT 2 PRIOR TO ANY CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 500 FEET OF A STREAM.
2. LOT 1 AND OUTLOT 2 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP. OF ENGINEERS, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.
3. THE AUSTIN STRABEL INTERNATIONAL AIRPORT DIRECTOR SHALL BE CONTACTED FOR REVIEW AND APPROVAL TO ANY DEVELOPMENT AND LAND DISTURBING ACTIVITIES WITHIN AIRPORT ZONING DISTRICTS.

1324.57'
SOUTH 1/4 CORNER
SEC. 20, T.23N., R.20E (N89°38'04"W)
(P.K. NAIL FOUND)

DRAFTED BY: Corey W. Kukufan

BROWN COUNTY REGISTER OF DEEDS DOCH 2268623 PG 1

- LEGEND
- 1" x 24" ROUND CAPPED IRON PIPE WEIGHING 1.88 lbs./lineal ft. SET
 - 1 1/4" x 30" ROUND IRON BAR WEIGHING 4.173 lbs./lineal ft. SET
 - MAO NAIL SET
 - GEAR NAIL SET
 - 1" PIPE FOUND (1.315" O.D.)
 - CERTIFIED LAND CORNER BROWN COUNTY
 - S.F. - SQUARE FEET
 - EXISTING FENCE
 - P.O.B. - POINT OF BEGINNING
 - 12' UTILITY EASEMENT

SOUTHEAST CORNER
SEC. 20, T.23N., R.20E.
(P.K. NAIL FOUND)

BEARINGS ARE REFERENCED
TO THE BROWN COUNTY
COORDINATE SYSTEM

01/8/12 12:54 PM
mabing W:\PROJECTS\B1039\910623\OC\DP-3 & E-1\Exhibit A - DP-3.dwg

EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40896 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

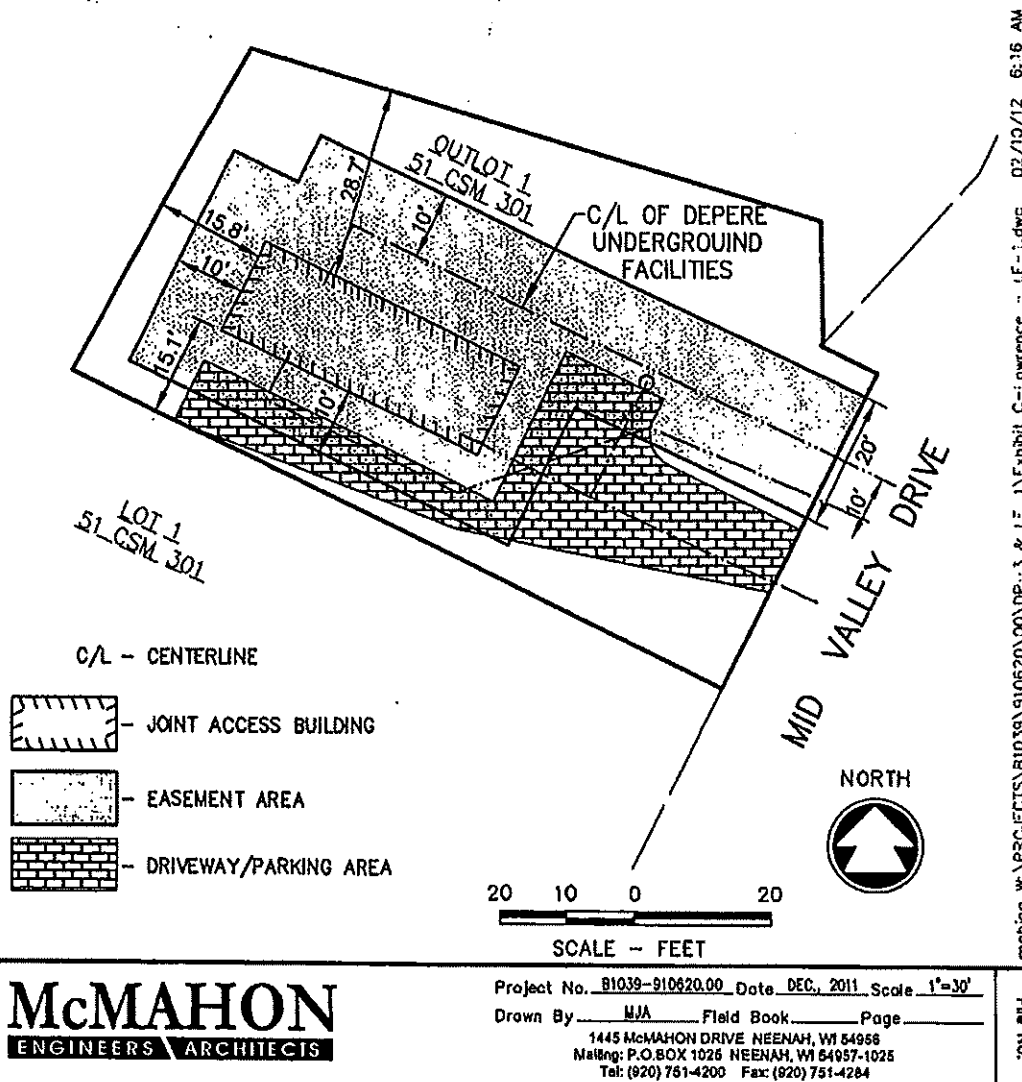
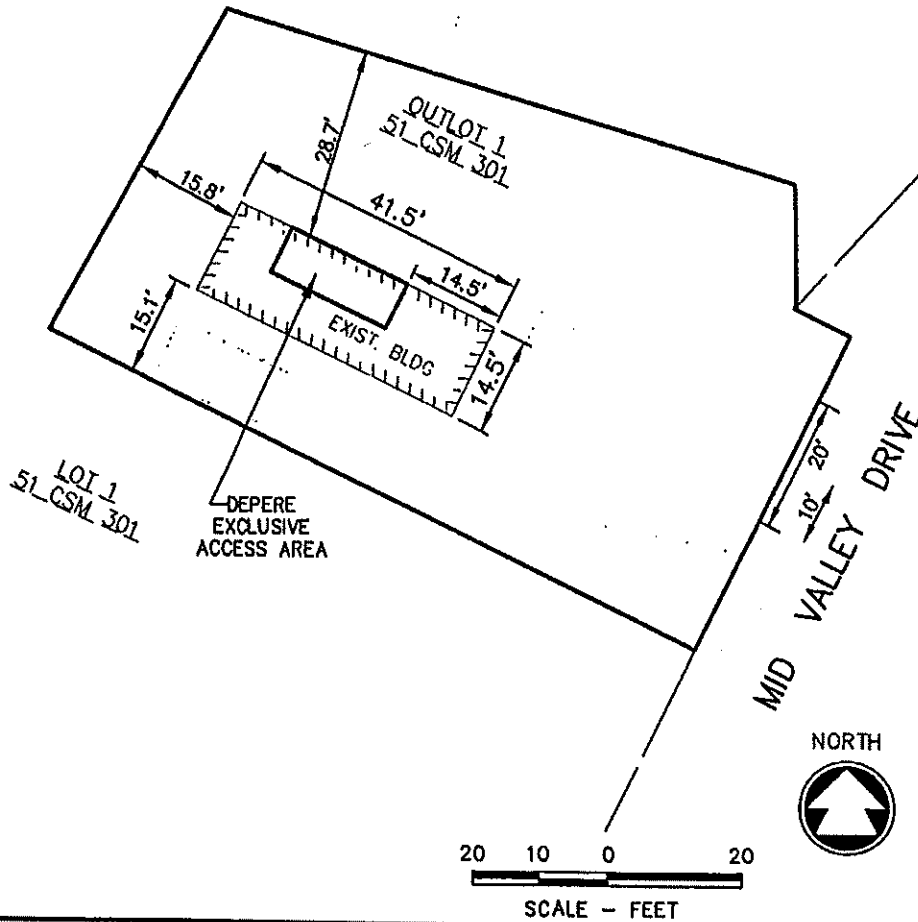


EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40896 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



McMAHON
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC. 2011 Scale 1"=30'
 Drawn By MJA Field Book Page
 1445 McMAHON DRIVE NEENAH, WI 54956
 Mailing: P.O. BOX 1026 NEENAH, WI 54957-1026
 Tel: (920) 751-4200 Fax: (920) 751-4284

mobing w:\PROJECTS\B1039\910620\00\DP-3 & LE-1\Exhibit D Lawrence LE 1.dwg 02/09/12 3:04 PM

File No.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
 Members of the Common Council
From: Scott J. Thoresen, Director of Public Works *S.J.T.*
Date: October 3, 2012
Subject: 2013 Snow & Ice Removal Rates

Ordinance #80-31, an ordinance regulating snow removal from sidewalks, requires the Director of Public Works to report the cost for the removal of snow and compacted snow and ice to the Board of Public Works. The Board is then required to establish snow and ice removal rates that will be in effect for the year 2012-2013 snow season.

After review of the labor and equipment utilized for sidewalk snow removal during last year's storms, I have computed the following unit costs for inspection, billing and removal utilizing for projected 2013 labor and equipment rates. The rates below show a 3% increase over the 2012 rates.

Item	2012 Unit Cost	2013 Unit Cost	2012 Cost Per 90 Ft Lot	2013 Cost Per 90 Ft Lot
Snow Removal	\$0.76	\$0.78	\$68.40	\$70.20
Compacted Snow/Ice Removal	\$0.97	\$1.00	\$87.30	\$90.00

- Recommended minimum charge of \$60.00 per lot as approved for 2012.

Staff recommends the above-mentioned 2013 rates be approved.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer *EPR*
Date: October 8, 2012
Subject: Easement Off of S. Melcorn Circle

In conjunction with the development along S. Melcorn Circle, a wider drainage easement is required along the north lot line of lots 160, 161, 162 and 163 (See attached map). The original easement for the area was 6 feet wide and was part of the plat. A wider easement is now required due to a change in the grading plan to accommodate an existing house and decrease the amount of fill required for the lots. With the additional 14 foot easement, there will be a 20 foot drainage easement along the lots.

There is no cost to the City for easement.

The staff recommendation is to accept the easement.

Easement Exhibit

Lots 160 through 163, recorded plat of Trailside Estates, recorded in Vol. 22 of plats Pg. 173, Doc. Num. 2141474, Brown County Records, said lots located in the NE1/4-NW1/4, Section 8, T22N-R20E, in the City of DePere, Brown County, Wisconsin

Ryan Road

Trailside Estates Lot 131

Trailside Estates Lot 132

Trailside Estates Lot 133

Trailside Estates Lot 134

Trailside Estates Lot 135

Trailside Estates Lot 160

Trailside Estates Lot 161

Trailside Estates Lot 162

Trailside Estates Lot 163

Trailside Estates Lot 164

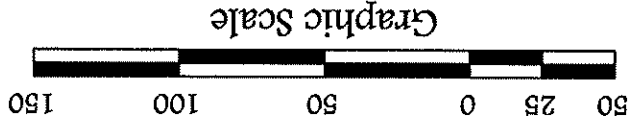
Existing 6' Storm Water Easement

Proposed 14' Storm Water Easement Addition

30' Building Setback Line

12' Utility Easement

Melcorn Circle



Storm Water Easement-Trailside Development II, LLC to City of DePere

A 20 foot wide storm water easement located in Lots 160, 161, 162 and 163 of the recorded plat of "Trailside Estates" (Volume 22, Plats, page 173-Doc#2141474), said lots located in the NE1/4-NW1/4, Section 3, T22N-R20E, City of DePere, Brown County, Wisconsin, more fully described as follows:

All of the North twenty feet of Lots 160, 161, 162 and 163 of the recorded plat of "Trailside Estates", Brown County Records.

Easement area as described above includes a six feet wide Storm Water Easement, as dedicated within said lots, on the plat of "Trailside Estates".

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



Parking and Traffic Team September 18, 2012 Minutes

Items for the Board of Public Works:

1. Signage: Stop sign at Innovation Court and Southbridge Rd.

Innovation Court is the new street connecting to Southbridge Rd. Signage is required.

Recommendation: Install stop sign on Innovation Court.

2. Signage: Yield sign at Galway at Tulig.

These are new streets that were paved this year. Both streets are local residential streets and would meet the City policy for a yield sign.

Recommendation: Install yield sign a Galway and Tulig.

3. Signage: Yield sign at Moonglow Dr at Lois.

As part of the City policy, we are trying to addresses un-signalized intersections as issues are identified. This intersection has received several complaints and does meet the City policy for signage.

Recommendation: Install yield sign Moonglow Dr at Lois.

Items that were reviewed (No action needed):

1. Signage: Flashing light at 4-way stop of Libal and Ridgeway

Staff reviewed and signage is not necessary.

Next Steps: At this time, no action is required.

2. Signage: Alley speed limit between Erie and Huron

Staff reviewed and signage is not necessary.

Next Steps: At this time, no action is required.

3. Signage: Coral Street – private road signage

Staff will add private road to the street name signage.

Next Steps: No further action is needed.

4. Signage: Limit southbound left turn from Broadway to Lewis

Staff placed on hold to determine impact of changes made to round-about and to gather input from the Fire Department and the Police Department.

Next Steps: At this time, no action is required.

5. Speed: Speed on Broadway (north and south end).

Engineering will install traffic counters in the area near Randall. The traffic counters document vehicle speed and time. Based on this information, enforcement action will be determined.

Next Steps: At this time, no action is required.

6. Safety: Sidewalk on Westwood School

Sidewalk was requested between homes on Stine Way. At this time, staff is recommending not placing the sidewalk due to the overall use and input from the School.

Next Steps: At this time, no action is required.

7. Safety: No parking request by Post Office south of building.

Engineering is going to observe the parking in the area and determine the need.

Next Steps: At this time, no action is required.

8. Safety: School zone signage by Dickinson.

Citizen requested more signage. The Parking and Traffic Team will be meeting with the school to review the traffic issues at Dickinson and determine if the issue requires street modifications and/or enforcement.

Next Steps: At this time, no action is required.

Respectfully Submitted:

Lieutenant Chad Opicka
Eric Rakers
Ken Pabich

De Pere Police Department
De Pere Engineering
De Pere City Planner