57007

DOCUMENT NUMBER

UTILITY EASEMENT / INDIVIDUAL

THIS INDENTURE is made this , by and between Winnebago County, ("Grantor") and WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, along with its successors and assigns (collectively, "Grantee"). For One Dollar and No/100 (\$1.00) and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove, replace or abandon in place all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the City of Oshkosh and the Town of Nekima, County of Winnebago, State of Wisconsin, described as follows, to-wit:

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

Parcel Identification Number (PIN)
91411122000
0120198
012019901

Part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4), and part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), of Section 11, Township 17 North, Range 16 East, as shown on the *attached Exhibit "A"*.

Grantor acknowledges that the measurements used in the above description or shown on the attached Exhibit "A" are approximate. Grantor agrees that the actual location of grantee's facilities as built and installed will be controlling as to the location of the easement granted.

Grantor grants to the Grantee the perpetual right, privilege and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing, replacing or abandoning in place the Facilities. The Grantee shall have the right to enter on and across any of the Grantor's property outside of the Easement Area as may be reasonably necessary to gain access to the Easement Area and as may be reasonably necessary for the installation, operation, maintenance, inspection, removal or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall make reasonable efforts to notify the Grantor before going upon Grantor's property outside of the Easement Area.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner

The Grantee shall have the right to control all brush and trees within the Easement Area by cutting, trimming, chemically treating and/or other means as may be reasonably necessary, within Grantee's exclusive judgment, to prevent interference with or damage to Grantee's Facilities.

In order to insure the use of the Easement Area conforms with the (Wisconsin Gas Safety Code) (Wisconsin Electrical Code) and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any improvements, including buildings or other structures; (ii) placement of any other objects, or (iii) change the grade more than four (4) inches.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

	Winnebago County
	Sign Name
	Print Name and Title
	Sign Name
	Print Name and Title
STATE OF)
COUNTY OF)))
This instrument was acknowledged before menamedexecuted the foregoing instrument on behalf of	to me known to be the Grantor(s) who of said Grantor(s) and acknowledged the same
	Sign NamePrint Name
	Notary Public, State of
This instrument drafted by: Jill Bostedt INTEGRYS BUSINES:	S SUPPORT, LLC

R/C #040

Project: 0005000001

LOCATION: Oshkosh

RE#57007

Proc1: 2103

WR# 1583898

Proc2:

EXHIBIT "A"

NOT INTENDED TO BE A SURVEY PRODUCT

North 1/4 Corner Section 11 T17N-R16E

S 00°19'57" W 33.0'

RIPPLE AVENUE

≥

S 89°26′34″ 6.0′

Northwest Quarter (NW1/4-NW1/4), in the Town of Nekima of Section 11,

Fownship 17 North, Range 16 East, more particularly described as follows:

A 12 foot wide easement, the center line of which is described as follows:

Commencing at the North 1/2 Corner, Section 11, T17N-R16E; thence S 00°19'57" W a distance of 33.0 feet; thence S 89°26'34" E a distance of 6.0

ш

feet; thence S 90°00'00" W a distance of 48.7 feet; thence S 00°07'42" W a

feet to the Point of Beginning; thence S 00°19'58" W a distance of 722.7

26.0 feet; thence S 46°03'14" W a distance of 31.0 feet; thence S 40°53'52" distance of 69.9 feet; thence S 06º47'38" W a distance of 30.8 feet; thence S 14°40'26" W a distance of 27.3 feet; thence S 39°11'29" W a distance of

W a distance of 37.2 feet, thence S 22°04'34" W a distance of 43.1 feet, thence S 04°51'20" W a distance of 47.1 feet, thence S 00°35'01" W a

distance of 69.8 feet; thence S 88°26'55" W a distance of 1177.3 feet;

distance of 1076.6 feet; thence N 88°57'40" W a distance of 120.1 feet; thence S 88°26'55" W a distance of 292.7 feet; thence N 01°11'02" E a thence N 00°35'39" E a distance of 46.8 feet; thence N 41°21'33" W a

distance of 44.5 feet to the Point of Termination.

Part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), in

the City of Oshkosh, and part of the Northeast Quarter of the Northwest

Quarter (NE1/4-NW1/4) and part of the Northwest Quarter of the

NW-NE

- S 00°19'58" 722.7'

≥

TPN 91411122000

N 90.00'00" W_ 48.7' ≥ S 00°07'42"

14°40'26" W 27.4' 39°11'29" \ 26.0' 69.6 S 06*47'38" 30.8'

TPN 0120198

NE-NW

S 04*51'20" W 47.1'

S 46°03'14" W 31.0'

≥

40°53'52" \ 37.2'

≥

S 00°35'01" W-69.8'

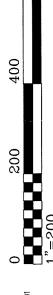
S 88°26'55" W-1177.3'

≥

S 22°04'34" W 43.1'

12' Utility Easement

700 North Adams Street P.O. Box 19001 Green Bay, WI 54307–9001 Phone: 800–450–7260



800

900

Prepared By:

INTEGINS INTEGRYS BUSINESS SUPPORT, LLC SUPPORT, LLC SURVEYING SERVICES

Wisconsin Public Service Corporation 008-0100-100

Public/Service

