

**Document Number**  
**EASEMENT**

**THIS EASEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Winnebago County (hereinafter called Grantor), and ANR Pipeline Company, a Delaware Corporation, having its principal office at 717 Texas Street, Houston, Texas (hereinafter called Grantee). Whereas, the Grantee desires to place an underground gas pipeline under and across this fifty (50') foot wide easement located on the following described lands of the WIOUWASH State Trail in Winnebago County, Wisconsin: the tract of land of GRANTOR, situated in the Town of Oshkosh, County of Winnebago, State of Wisconsin; and being the same land as described in that certain Deed dated the 4<sup>th</sup> day of April, 1974, and duly recorded as Document #448099 in the Register of Deeds Office of Winnebago County, State of Wisconsin. On a portion of land in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 3, T18N, R16E, crossing the WIOUWASH State Trail and as shown on plat to be attached hereto and made a part hereof.

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10), the Grantor hereby conveys to the Grantee, its successor and assigns, a non-exclusive easement to construct, maintain, inspect, operate, alter, change the size of, repair, remove and replace a single pipeline and all related equipment and appurtenances thereto (including but not limited to meters, fittings, tie-overs, valves, cathodic protection equipment and launchers and receivers) under and across the above described premises, for the transportation of gas under and across the above described premises.

The location of the subject easement is more particularly set forth on Exhibit "A" which is attached hereto and made a part hereof.

It is understood that:

1. All stumps and other debris resulting from the clearing of the right-of-way shall be disposed of by the Grantee in a manner acceptable to the Winnebago County Parks Director.
2. The Grantee may cut, trim and remove any brush, tress, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said line or the operation thereof. Any such undertakings occurring after the initial installation shall be done with prior written approval of the Winnebago County Parks Director.
3. The title to the eased premises shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for underground gas transportation purposes or upon non-use of the same for a period of two years.
4. The Grantee shall hold the Grantor, its employees and agents harmless in the event the Grantor, its employees or agents cause any damage to said pipeline.
5. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
  - a. Out of the construction, installation, maintenance, operation, repair, replacement and removal of the pipeline.
  - b. Out of any defect in the pipeline or failure thereof; and
  - c. Out of any act or omission of the Grantor, agents or employees.
6. The easement shall be non-exclusive and the Grantor may use the above described premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
7. The Grantee is responsible for the location of any existing utility lines located within the easement area and for any and all damages, costs or liabilities that result from any damages to these lines caused by the Grantee.
8. The Grantee shall maintain the area of this easement in a decent, sanitary and safe condition during construction repair and maintenance, and at no time shall the Grantee allow its installation to cause a hazard or unsafe condition.
9. The Grantee shall contact the Winnebago County Parks Director prior to commencing any construction or maintenance work occurring after the initial installation.
10. The underground gas pipeline will be placed by means of boring an access hole such that the soil penetration provides a final pipe depth set at a minimum of 8 feet below top of trail grade. Thereafter Grantee shall install plastic "warning" signs above the underground gas pipeline to prevent accidental cutting.
11. The Grantee shall comply with all applicable federal, state and local laws and regulations in exercising any and all rights granted herein.
12. The Grantee shall allow continued public use of the WIOUWASH State Trail across this location.
13. Conveyance of this easement is subject to future restoration and reconstruction of the Right of Way for rail purposes

This space is reserved for recording data

Return to:

ANR Pipeline Company  
Attn: Larry Huber  
W3925 Pipeline Lane  
Eden, WI 53019

consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11(16 U.S. C. 1247(d) and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company of the Grantor prior to the execution of this easement.

- 14. Users of the WIOUWASH State Trail shall have the unrestricted Right of Way at all times.
- 15. Grantee shall make every effort possible to accommodate trail users and protect them from any hazards during any construction or maintenance process.
- 16. Relating to the trail portion:
  - a. The travel portion of the trail shall be restored to pre-maintenance or better condition using the same type and quality materials and approved by the Winnebago County Parks Director.
  - b. The maintenance and any future repair sites shall be adequately marked and barricaded with flashing lights and barricades and meet all safety conditions required by the Winnebago County Parks Director.
  - c. Any excavations on or near the trail shall be covered nightly and in no case shall construction obstruct or interfere with trail use over a weekend period.
  - d. Any trail closure lasting more than a single weekday must be done only with written permission of the Winnebago County Parks Director and such permission shall only be granted under the condition that the Grantee provide a temporary trail route that circumvents the affected construction area and provides users a safe path of ingress and egress.
  - e. The repair of any damage caused to the trail surface by the exercise of the Grantee's easement must be promptly repaired to pre-damage or better condition, using the same type and quality materials and approved by the Winnebago County Parks Director.
- 17. Any transfer of the rights herein conveyed to the Grantee under the terms of this easement shall be subject to the County's approval.
- 18. If required by law, the Grantee shall apply for any and all Chapter 30 and 31, Stats., licenses, permits or approvals necessary for implementing the rights granted to the Grantee pursuant to this easement.

END OF CONDITIONS

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed on its behalf this \_\_\_\_ day \_\_\_\_\_, 2013.

By \_\_\_\_\_  
Mark L. Harris, Winnebago County Executive

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above named Mark L. Harris, Winnebago County Executive, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed and delivered the same as for the act and deed of said Winnebago County.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(type/print)  
My Commission (expires) (is) \_\_\_\_\_