

58458

DOCUMENT NUMBER

UTILITY EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, by and between **WINNEBAGO COUNTY, a Municipal Corporation** ("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, 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)
91307370000

Part of the Parcel described in Winnebago County Register of Deeds Volume 688 on page 433, recorded as Document Number 93330; being part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 27, Township 18 North, Range 16 East, more particularly described 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 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

Corporate Name

Sign Name above

Print Name & Title above

Sign Name above

Print Name & Title above

STATE OF _____)
COUNTY OF _____)SS

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

Sign Name _____
Print Name _____

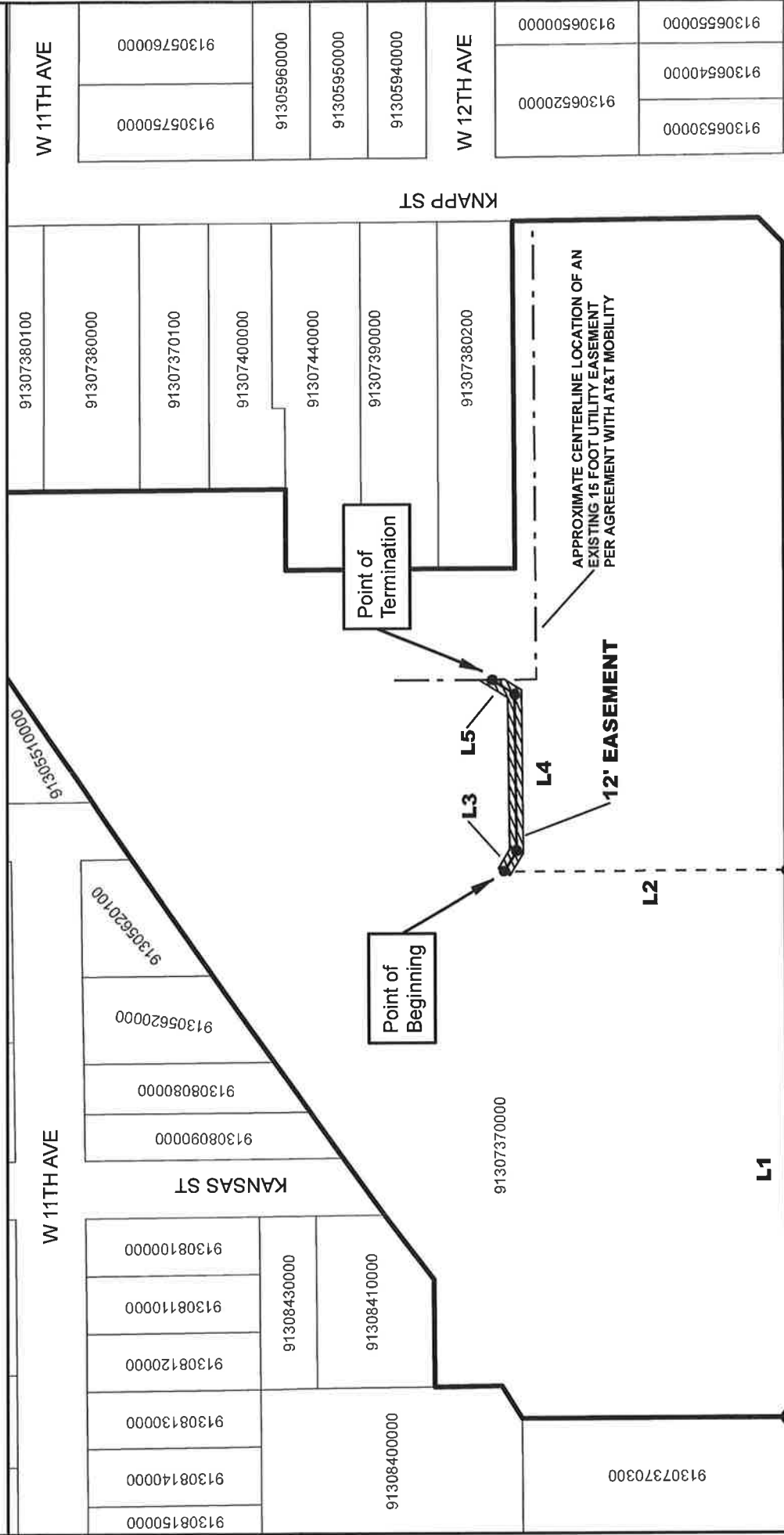
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Todd W. Schroeder
INTEGRYS BUSINESS SUPPORT, LLC

Date	County	Municipality	Site Address	Parcel Identification Number
April 8, 2016	Winnebago	City of Oshkosh	1221 Knapp Street	91307370000
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
58458	40	Oshkosh	2179777	ECA Electric Commercial App
				Electric Systems-Flat Rate Underground

Exhibit A

Part of the Parcel described in Winnebago County Register of Deeds Volume 688 on page 433, recorded as Document Number 93330; being part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 27, Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin.



Line	Bearing	Distance
L1	N 89°52'14" E	473.7'
L2	N 00°07'46" W	244.1'
L3	S 58°38'17" E	21.3'
L4	N 89°26'29" E	135.6'
L5	N 31°41'42" E	23.6'

Bearings and distances are along centerline of easement.
 Sheet: 1
 Total: 1

700 North Adams Street
 PO Box 15001
 Green Bay, WI 54307
 Phone: 800-450-7260

Property Corner

Section Corner

Center Line

Easement Area

COUNTY: Winnebago
 SITE ADDRESS: 1221 Knapp St
 MUNICIPALITY: City of Oshkosh
 PIN: 91307370000
 DRAWN BY: jloritz 4/8/2016

ACCOUNTING CHARGED: Electric Systems-Flat Rate Underground
 WR TYPE: ECA Electric Commercial App
 REAL ESTATE EASEMENT # 58458
 WPSC DISTRICT: 040 Oshkosh
 WR # 2179777

91307350100

OSBORN AVE

KNAPP ST

W 11TH AVE

W 12TH AVE

91307370000

91307380100

91307380200

91307390000

91307400000

91307440000

91307500000

91307550000

91307600000

91308100000

91308110000

91308120000

91308130000

91308140000

91308150000

91308400000

91308410000

91308430000

913088090000

913088080000

91308620000

91305620100

913056510000

91306520000

91306530000

91306540000

91306550000

91306520000

91306530000

91306540000

91306550000

Point of Beginning

Point of Termination

12' EASEMENT

L3

L4

L5

L1

L2

APPROXIMATE CENTERLINE LOCATION OF AN EXISTING 15 FOOT UTILITY EASEMENT PER AGREEMENT WITH AT&T MOBILITY

Bearings are referenced to NAD83 W 1/2 M FT Coordinate system. Distances shown are approximate.

Scale: 0 50 100 200 Feet