

3309380

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **WINNEBAGO COUNTY** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the parcel described on the attached **Exhibit "B"** being part of the East Three Quarters (E 3/4) of the West One Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 35 Township 18 N, Range 16 E in the **City of Oshkosh, County of Winnebago, State of Wisconsin**, as shown on the *attached **Exhibit "A"***.

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

Tax Parcel Identification Number (PIN)

91413530000

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities with the proper coordination for airfield access through the Wittman Airport Director or designee.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

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

WINNEBAGO COUNTY

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)

OF)SS

COUNTY)

OF

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ WINNEBAGO COUNTY, 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: Lydia Janssen

Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1469852	WMIS-3369532	3309380	INT11-469-852

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

****Temporary Exhibit****

****Final Exhibit will be sent for approval at a later date****

**** NOT FOR RECORDING****

91413530000

91413820000

**12 FOOT WIDE
EASEMENT**

HUGHES ST

NORTH



EXHIBIT "B"

Property Description from **Winnebago** County Register of Deeds

Document Number: **94372**

Parcel Identification Number: **91413530000**

The East $\frac{3}{4}$ of the West $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section Thirty-five (35) Township Eighteen (18) North of Range Sixteen (16) East, excepting and reserving therefrom the following, viz:-

Commencing on the East line thereof, at a point of intersection of the South line of Twenty-third Street, in the City of Oshkosh, thence West on the extended South line of Twenty-third Street Sixty (60) feet, thence North parallel with the East line of said West $\frac{1}{2}$ of North East $\frac{1}{4}$ to point of intersection with the right-of-way of the Wisconsin Central Railway Company, thence southeasterly along said right-of-way to East line of said West $\frac{1}{2}$ of North East $\frac{1}{4}$, thence south along the East line of said West $\frac{1}{2}$ of North East $\frac{1}{4}$, to the place of beginning.

Also excepting a right-of-way Six (6) feet wide along and adjoining the Westerly line of Right-of-way of Wisconsin Central Railway and the West line of tract of land next above excepted to the North line of Twentieth Street, heretofore granted to Frank Kriz by deed recorded in Winnebago County Registry in Volume 466 on page 473.