

RESOLUTION # 3-2019

Name: WPS Easement

Page 1 of 8

Resolution offered by the Land Records and Forestry, Land & Recreation Committees.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Wisconsin Public Service Corporation is in the process of obtaining easements from landowners to improve reliability by converting overhead electric lines to underground; and,

WHEREAS, Wisconsin Public Service Corporation has requested an easement from Oneida County across tax parcel numbers Town of Crescent CR-19 & CR 52-2 as shown in Exhibit A attached hereto; and,

WHEREAS, the Land Records Committee and Forestry, Land & Recreation Committee has determined it would be in the best interest of the residents of Oneida County dependent of Wisconsin Public Service Corporation to grant such easements at no cost.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Oneida County hereby approve granting an easement for no costs, across those lands as described in Exhibit A below to Wisconsin Public Service Corporation; and,

BE IT FURTHER RESOLVED, that the County Clerk is authorized to sign and place the county seal upon the easement documents and other documents necessary to complete such transaction.

Vote Required: Majority = X 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes 36 No as reviewed by the Corporation Counsel, [Signature], Date: 1/10/19

Approved by the Land Records Committee this 8th day of January, 2019.

Consent Agenda Item: X YES NO

Offered and passage moved by:


[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor

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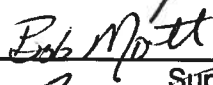
Approved by the Forestry, Land & Recreation Committee this 9th day of January, 2019.

Consent Agenda Item: YES NO

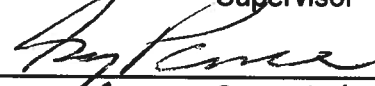
Offered and passage moved by:




Supervisor



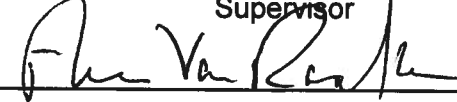
Supervisor



Supervisor



Supervisor



Ayes

Nays

Absent

Abstain

Adopted

by the County Board of Supervisors this _____ day _____, 2019.

Defeated

Tracy Hartman, County Clerk

David Hintz, County Board Chair

See Exhibit A , Pages 3 thru 8 for easement documents, descriptions and maps.

224632	DOCUMENT NUMBER
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ELECTRIC DISTRIBUTION EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Oneida County**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns ("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 for light, heat, and power or for such other purpose as electric energy is now or may hereafter be used, and for communication upon, across, within, over, and/or beneath certain "Easement Area(s)" as shown below, or on attached exhibit, on land owned by said Grantor in the **Town of Crescent, County of Oneida, 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)
CR 19

Part of the Parcel described in Oneida County register of deeds Document Number 50608, being part of Government Lot 2 of Section 2, Township 36 North, Range 8 East, as shown on the attached Exhibit "A".

Grantor acknowledges that the measurements used in the above description 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.

Grantee agrees to restore any part of the surface of the real estate which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to approximately the condition of the real estate immediately before such damage occurred. 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, 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 ensure the use of the Easement Area conforms with the 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) changing of the grade by more than four (4) inches.

Grantee shall indemnify 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.

As provided by Wisconsin Administrative Code § PSC 113.0509, Grantee has provided the Grantor with materials approved or prepared by the PSC describing Grantor's rights and options in the easement process which include an explanation of Grantor's right to have a minimum period of five (5) days to examine the materials unless Grantor voluntarily waives the minimum five (5) day period. Grantor hereby voluntarily waives the five (5) day review period, or acknowledges that Grantor has had at least five (5) days to review the materials before signing this Easement.

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

Oneida County

Corporate Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE OF _____)
)SS
COUNTY OF _____)

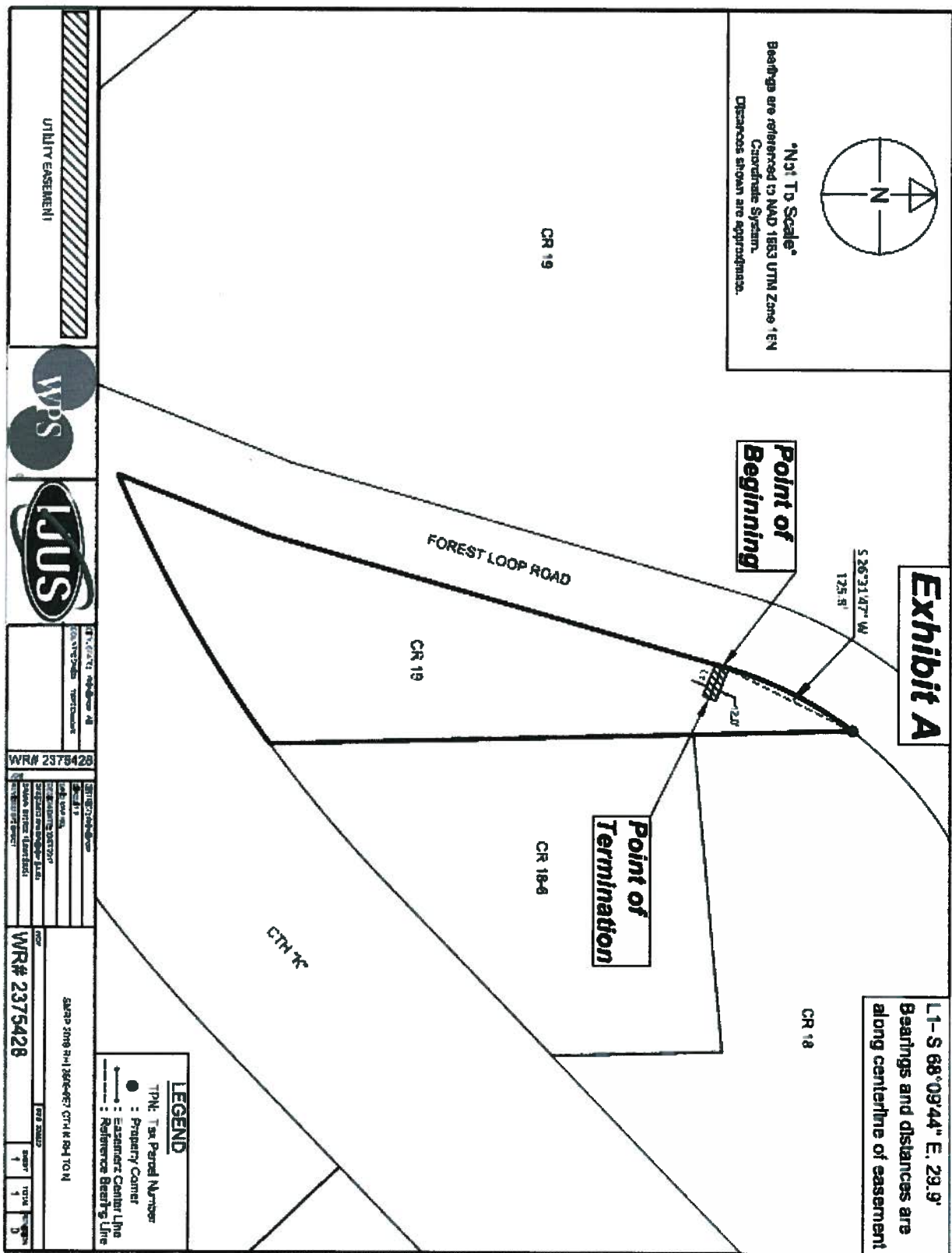
Personally came before me this _____ day of _____, _____, the above-named _____ to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: R Placek
WISCONSIN PUBLIC SERVICE CORPORATION

R/C # 077
LOCATION: Town of Crescent
RE# 224632



223212	DOCUMENT NUMBER
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ELECTRIC DISTRIBUTION EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Oneida 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 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 for light, heat, power and signals, or for such other purpose as electric energy is now or may hereafter be used, and for communication upon, across, within, over and/or beneath certain "Easement Area(s)" as shown below, or on attached exhibit, on land owned by said Grantor in the **Town of Crescent, County of Oneida, 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)
CR 52-2

Part of the Parcel described in Oneida County register of deeds recorded as Document Number 123249; being part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) of Section 4, Township 36 North, Range 8 East, as shown on the attached Exhibit "A".

Grantor acknowledges that the measurements used in the above description 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.

Grantee agrees to restore any part of the surface of the real estate which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to approximately the condition of the real estate immediately before such damage occurred. 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, 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 ensure the use of the Easement Area conforms with the 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) changing of the grade by 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.

As provided by Wisconsin Administrative Code § PSC 113.0509, Grantee has provided the Grantor with materials approved or prepared by the PSC describing Grantor's rights and options in the easement process which include an explanation of Grantor's right to have a minimum period of five (5) days to examine the materials unless Grantor voluntarily waives the minimum five (5) day period. Grantor hereby voluntarily waives the five (5) day review period, or acknowledges that Grantor has had at least five (5) days to review the materials before signing this Easement.

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

Oneida County

 Sign Name
 Print Name-Title

 Sign Name
 Print Name-Title

STATE OF _____)
)SS
 COUNTY OF _____)

Personally came before me this _____ day of _____, _____, the above-named _____ to me known to be the Grantor(s) who executed the foregoing instrument and acknowledged the same.

 Sign Name
 Print Name

Notary Public, State of _____
 My Commission expires: _____

This instrument drafted by: T Schroeder

 WISCONSIN PUBLIC SERVICE CORPORATION

R/C # 077
 LOCATION: Town of Crescent
 RE # 223212

