

RESOLUTION # 4-2019

Resolution to grant an easement over an existing woods road located in the Town of Enterprise, Oneida County, to the Town of Enterprise for a Town Road.

Resolution offered by the Supervisors of the Forestry, Land and Recreation Committee

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

WHEREAS, the DNR has made a determination that the County is empowered to grant an easement to the Township to convert an existing woods road to a Gas Tax Town Road and that the road included therein would remain enrolled in the County Forest system; and

WHEREAS, the Town of Enterprise has requested that a proposed Town Road located in the Oneida County Forest would be beneficial and in the best interests of the Town if an easement could be granted for Town Road purposes; and

WHEREAS, Oneida County owns an existing woods road located in the Gov't Lot 1, Section 6, T35N, R9E, depicted on a map prepared by Maines and Associates dated 12/7/18; and

WHEREAS, proposed Town Road is proposed to be 50' in width and length of 943.57'; and

WHEREAS, the Town intends to utilize the easement to create a Town Road and collect gas taxes on the Town Road; and

WHEREAS, the County will be able to keep all of the land, including the woods road described in the easement, within the County Forest per DNR approval; and

WHEREAS, there exists a current legal description of the proposed Town Road which description is attached hereto as Exhibit A; and

WHEREAS, the preliminary survey map referred to above is attached hereto as Exhibit B; and

WHEREAS, the easement which would be conveyed to the Town of Enterprise would include a provision that if said proposed Town Road ever discontinued being a Town Road, the easement would terminate and title to the proposed Town Road would revert back to Oneida County.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves the grant of an easement to the Town of Enterprise for a Town Road to be constructed and placed on the Gas Tax Map by the Town of Enterprise and authorizes the County Clerk to prepare and issue and sign an easement conveying the easement interest of the County in such land as follows:

A. A copy of the proposed easement is attached and incorporated herein by reference as Exhibit C.

B. Said easement requires that in the event the Town of Enterprise ever discontinues the Town Road, that the easement granted will terminate and title will revert back to the County of Oneida, with no reservation for the easement whatsoever.

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

The County Board has the legal authority to adopt: Yes No _____ as reviewed by the Corporation Counsel, _____

Date: 1/10/19

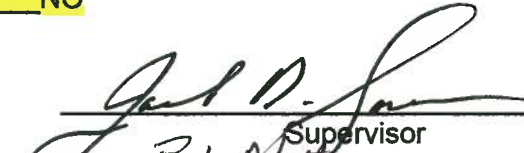
Approved by the Forestry, Land & Recreation Committee this 9th day of January, 2019.

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

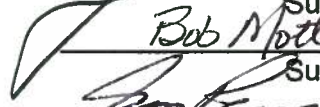
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Consent Agenda Item: YES NO

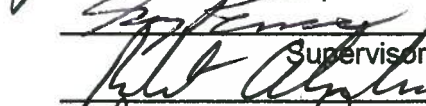
Offered and passage moved by:



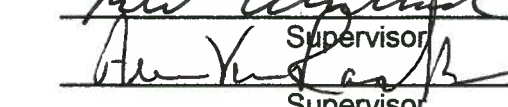
Supervisor



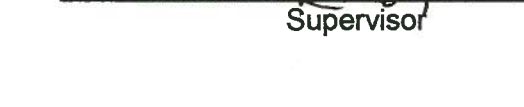
Supervisor



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



1573 US Highway 51 North, Arbor Vitae, WI 54868
Phone: (715) 355-0435 - Fax: (715) 355-1841

5230 State Highway 70 West, Eagle River, WI 54521
Phone: (715) 479-2570 - Fax: (715) 479-7274

www.mainesandassociates.com

Proposed Town Road Description Job No. 2018059, dated 12/7/2018

A Right-of-Way 50 feet in width across part of Government Lot 1, Section 6, Township 35 North, Range 9 East, Town of Enterprise, Oneida County, Wisconsin, shown on Maines and Associates Map No. 2018059, dated December 7, 2018, the centerline of which being more particularly described as follows:

Commencing at the Northwest corner of said Section 6, marked by an iron pipe with a brass cap; thence along the west line of said Section 6, $S01^{\circ}27'47''W$ for a distance of 2088.69 feet to the centerline of the town road known as Hilderbrand Lake Road, the PLACE OF BEGINNING. Thence along said centerline, $S86^{\circ}56'41''E$ for a distance of 171.58 feet; thence along a curve to the left having a radius of 800.00 feet, an arc length of 115.96 feet and being subtended by a chord bearing $N88^{\circ}54'10''E$ for a distance of 115.86 feet; thence $N84^{\circ}45'01''E$ for a distance of 126.77 feet; thence along a curve to the right having a radius of 65.67 feet, an arc length of 62.09 feet, and being subtended by a chord bearing $S68^{\circ}09'50''E$ for a distance of 59.80 feet; thence $S41^{\circ}04'41''E$ for a distance of 151.55 feet; thence along a curve to the right, having a radius of 50.00 feet, an arc length of 14.46 feet, and being subtended by a chord bearing $S02^{\circ}47'28''E$ for a distance of 14.41 feet; thence $S24^{\circ}30'16''E$ for a distance of 133.58 feet; thence along a curve to the right, having a radius of 300.00 feet, an arc length of 70.53 feet and being subtended by a chord bearing $S17^{\circ}46'10''E$ for a distance of 70.37 feet; thence $S11^{\circ}02'04''E$ for a distance of 97.08 feet to the south line of said Government Lot 1 and there TERMINATING. The sidelines of the above described right-of-way extend or foreshorten to terminate on the south line of said Government Lot 1 and the west line of said Section 6.



Document No.

RIGHT OF WAY EASEMENT AGREEMENT

Return to:

Parcel Numbers

THIS RIGHT OF WAY EASEMENT AGREEMENT (*Agreement*) is granted by Oneida County, Wisconsin (the *Owner*) to Town of Enterprise, an unincorporated Wisconsin township (the "Town").

RECITALS:

A. The Owner is the fee holder of certain real property in Town of Enterprise, Oneida County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Town has requested that the Owner grant a permanent, non-exclusive easement (the *Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (*ROW Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Town, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate A Town Road, for ingress and egress and for underground utilities for the purpose of this grant, over the ROW Easement Area. All improvements shall be located below grade. The Town or utility companies agree to construct all such improvements.

2. Consistent Uses Allowed. The Owner reserves the right to use the Easement for purposes that will not interfere with the Town's full enjoyment of the Easement rights granted in this Agreement.

EXHIBIT
C

3. Restoration of Surface. The Town shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

5. Insurance. The Town agrees that it will authorize its liability insurance carrier to list Oneida County on its liability policy as an additional insured with respect to the Easement area.

6. Relocating Lines. It is further agreed that the rights granted herein are subject to the requirement that the Town is responsible for all costs of moving, relocating or reconstructing any utility lines located within the Easement area at the written request of the County when the County is required to perform construction work in the Easement Area.

7. Repairs. It is agreed that the Town is responsible for any and all road repairs in the Easement area.

8. Limitation on Road Limits. The Town agrees that during the term of this Easement it will not put in place road limit requirements applicable to the Easement Area which will interfere with logging activities in the Oneida County Forest except during customary spring road weight limit season.

9. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Oneida County, Wisconsin.

12. Notices. All notices or other communications which are required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by email transmission, or by Federal Express or similar nationally recognized courier service which obtains receipts, addressed to the respective parties as follows:

If to County:

Oneida County Clerk
Oneida County Courthouse
PO Box 400
1 South Oneida Avenue
Rhineland, WI 54501-0400
Email: occlerk@co.oneida.wi.us
Phone 715-369-6144

If to Buyer:

Enterprise Town Clerk
Town of Enterprise
2977 Plantation Road
Pelican Lake, WI 54463

Or to such other address as either party may, from time to time, designate by notice to the other given in accordance with this Section.

13. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. In the event the Town ever terminates or discontinues the Town Road to be laid out over the ROW Easement Area, then this Easement shall terminate at that time.

Dated: _____

(Owner)

By:

Name:

Title:

(Town)

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on (date) by (name of owner).

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on (date) by Town.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: (Date)

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on (date) by (name of officer of mortgagee), the (name of office) of (name of mortgagee).

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by
Gregory J. Harrold
Harrold, Scrobell & Danner, SC
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Minocqua, WI 54548