

Resolution to convey lands to Town of Three Lakes, Mastalish and WPS Easement

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

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

WHEREAS, the tax foreclosed real estate parcels identified in Exhibit A listed below have been offered for public sale pursuant to the procedures in Chapter 18 of the General Code of Oneida County, WI; and,

WHEREAS, the Land Records Committee has determined it would be in the best interest of Oneida County to convey part of the parcel by quit claim deed to the Town of Three Lakes for Lowen Rd and Highway X right-of-way, and the remaining lands to Barbara Mastalish, and to grant an easement to WPS for underground utilities all as described and listed in Exhibit A below.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Oneida County hereby approves the sale and conveyance of the descriptions listed in Exhibit A below to the Town of Three Lake and Barbara Mastalish, and an easement to WPS with any condition or terms listed in Exhibit A; and,

BE IT FURTHER RESOLVED, that upon receipt of the bid amount and/or recording fee from the Town of Three Lakes, Barbara Mastalish and WPS, the County Clerk is authorized to sign and place the county seal upon a quit claim deed and easement document for the parcels listed in Exhibit A; and,

BE IT FURTHER RESOLVED, that the County Treasurer is authorized and instructed to assign to the Town and Mastalish, at the time of issuance of the quit claim deed, all county certificates on the property conveyed.

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, _____

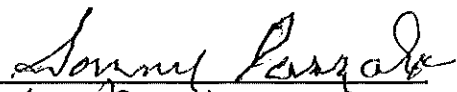
Date: 1-13-2022

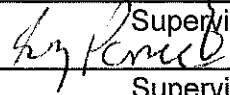
Approved for presentation to the County Board by the Land Records Committee this 11th day of January, 2022.

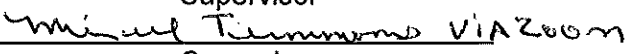
Consent Agenda Item: YES NO

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Offered and passage moved by:



 Supervisor


 Supervisor
 VIA Zoom mqr

 Supervisor

 Supervisor

 Supervisor

_____ Ayes
 _____ Nays
 _____ Absent
 _____ Abstain
 _____ Adopted

by the County Board of Supervisors this 18th day of January, 2022.

_____ Defeated

Tracy Hartman, County Clerk

David Hintz, County Board Chair

See pages 3 – 8 for Exhibit A

Certified Survey Map No. _____

Oneida County N
Grid North



Being a part of

Gov't. 9, Section 31, T 39 N, R 11 E

and also being part of

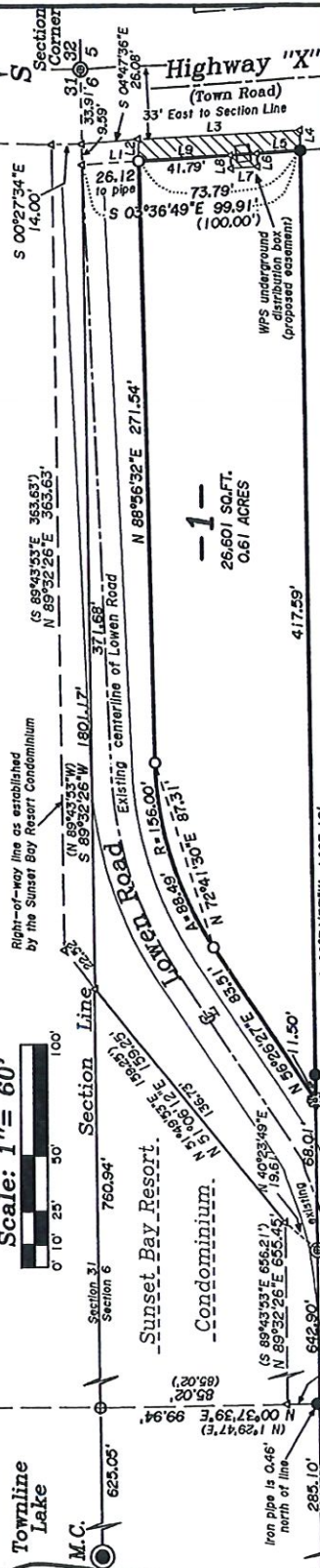
Gov't. Lot 1, Section 6, T 38 N, R 11 E - Sunset Bay Resort - Condominium

Town of Three Lakes, Oneida County, WI.

Utility Easement Calls

- L1 S 03°35'49"E 26.04'
- L2 N 89°32'23"E 10.12'
- L3 S 02°50'54"E 73.82'
- L4 S 89°31'08"W 23.14'
- L5 S 86°23'11"W 23.00'
- L6 S 03°35'49"W 12.00'
- L7 N 86°23'11"E 6.00'
- L8 N 03°35'49"W 41.87'
- L9

Scale: 1" = 60'



Register of Deeds Sheet 1 of 2

Parcel TL 435-5A
Unplatted Lands Owned by Others

Legend

- G.L.O. IRON PIPE BRASS CAP MONUMENT FOUND IN PLACE
- ⊙ MAG NAIL FOUND IN PLACE
- ⊕ 1-1/2" DIA. IRON PIPE FOUND IN PLACE
- ⊙ 1" DIA. IRON PIPE FOUND IN PLACE
- 1"X18" IRON PIPE SET WEIGHING A MIN. OF 1.13 LBS. PER LINEAL FOOT.
- △ COMPUTED POSITION
- () BEARING & DISTANCE OF RECORD
- ▨ UTILITY EASEMENT AREA

Survey For
Oneida County Land Records
P.O. Box 400, Court House
Rhinelander, WI 54501

DATED THIS 3rd DAY OF JANUARY, 2022.

THOMAS A. BOETTCHER, P.L.S. 1763
Eagle Landmark Surveying, Inc.
5035 Highway 70 West
EAGLE RIVER, WI 54521
survey@eaglandmark.com 715-473-9610
Survey No. E4548-1



81 **Parcel Identification Number: Part of TL-435-2**
82 **Bid Amount:** \$21,200.00
83 **Successful Bidder: Barbara J Mastalish, 7110 Fahley Rd, Oshkosh, WI 54904**
84 **Description:** Lot 1, of the Certified Survey Map # (to be assigned upon recording), being a part
85 of Gov't lot 9, Section 31, T39N, R11E and part of Gov't Lot 1, Section 6, T38N, R11E, Town of
86 Three Lakes, Oneida County WI.
87 Subject to easement for utilities as recorded in Document # (to be assigned upon recording).
88 Subject to easements, utilities or access of record or in use by others on or across said lands.
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90

91 **Parcel Identification Number: Part of TL-435-2 (Lowen Rd description)**
92 **Amount Due:** \$30.00 recording fee
93 **To: Town of Three Lakes**, a Municipal Corporation, PO Box 565, Three Lakes WI 54562
94 **Description:** A parcel of land being a part of Gov't. Lot 1, Section 6, Town 38 North, Range 11
95 East, Town of Three Lakes, Oneida County, Wisconsin, and being more particularly described
96 as follows:
97 Commencing at the Northeast corner of said Section 6 being marked by a magnetic P.K. Nail in
98 the pavement of Lowen Road, a Town Road, thence S 89°32'26"W 33.91 feet along the North
99 line of said Section 6 to a point and the Place of Beginning, thence S 4°47'36"E 26.08 feet to a
100 point which lies 33.00 feet West of the East line of said Section 6, thence S 2°50'54"E 73.82 feet
101 parallel with and 33.00 feet West of said East Section line to a point, thence S 89°31'56"W 9.14
102 feet to an iron pipe, thence N 3°36'49"W 73.79 feet to an iron pipe, thence S 88°56'32"W 271.54
103 feet to an iron pipe, thence Westerly 88.49 feet along the arc of a 156.00 foot radius curve to the
104 Left (chord bearing S 72°41'30"W 87.31 feet) to an iron pipe, thence S 56°26'27"W 83.51 feet to
105 a point which falls in a 16" basswood tree, thence S 89°31'57"W 68.01 feet (West of record) to a
106 magnetic P.K. Nail in the pavement of said Lowen Road, thence N 40°23'49"E 19.61 feet to the
107 Southerly line of Sunset Bay Resort Condominium, thence N 51°06'12"E 136.73 feet (N
108 51°49'53"E of record) along the Southerly line of said Condominium Plat to the North line of said
109 Section 6, thence N 89°32'26"E 381.27 feet (S 89°43'53"E of record) along said North Section
110 line back to the Place of Beginning.
111 Subject to existing right-of-way of record.
112 Subject to easement for utilities as recorded in Document # (to be assigned upon recording).
113 Subject to and including any easements, restrictions or reservations of record.
114

1060615 WPSC	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 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, 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)
TL 435-2

Part of the Parcel described in Oneida County Register of Deeds Volume _____ on page _____, recorded as Document Number 824550, being part of Government Lot 1 of Section 6, Township 38 North, Range 11 East, **Town of Three Lakes, County of Oneida, State of Wisconsin**, 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.

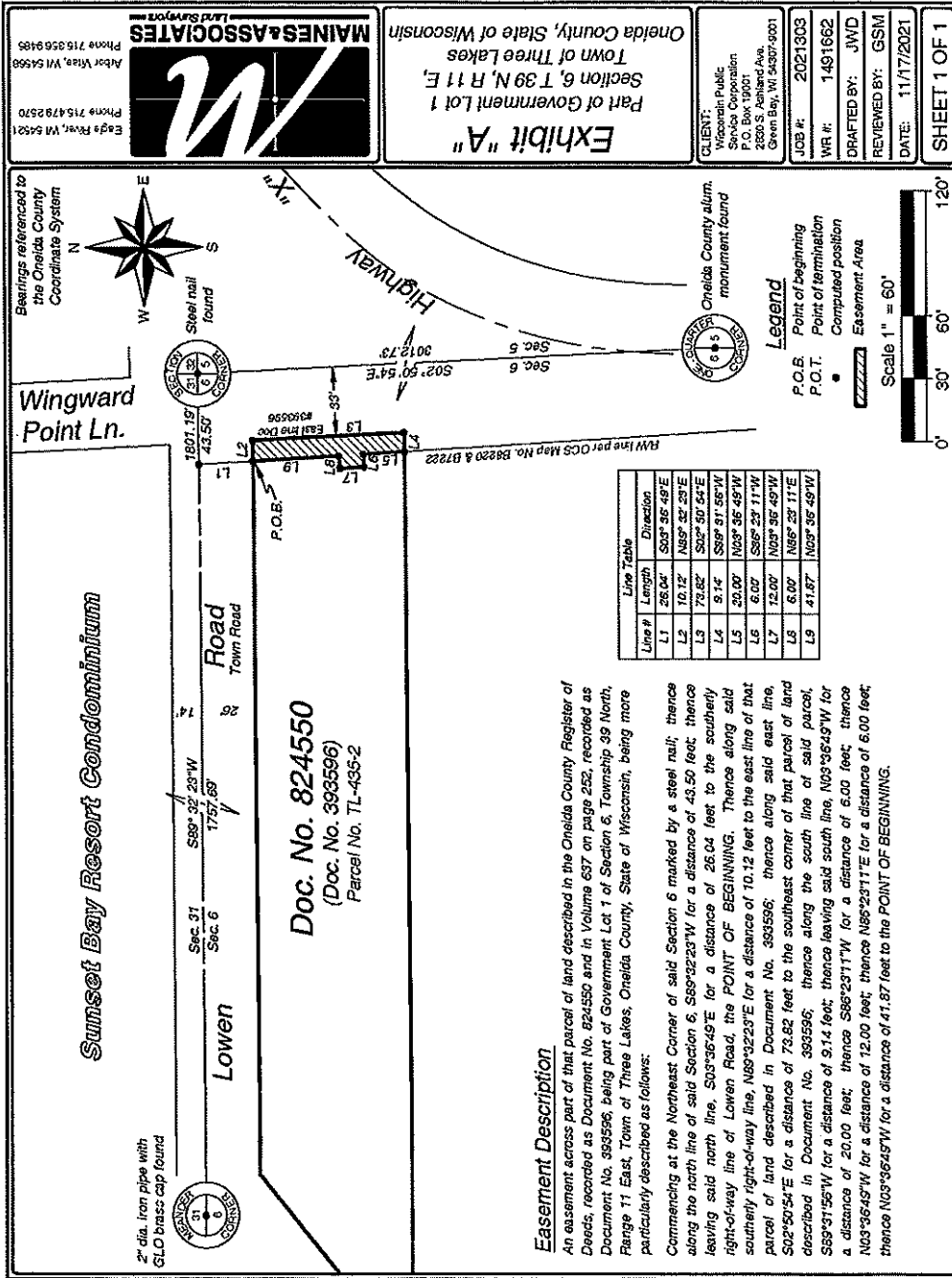
In order to ensure the use of the Easement Area conforms with the Wisconsin Electrical Code and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any 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.

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MAINES & ASSOCIATES
 Land Surveyors
 Eagle Fork, WI 54521
 Phone: 715.479.2570
 Albert Vitek, WI 54568
 Phone: 715.956.9485

Exhibit "A"
 Part of Government Lot 1
 Section 6, T 39 N, R 11 E,
 Oneida County, State of Wisconsin

CLIENT:
 Wisconsin Public
 Service Corporation
 P.O. Box 19004
 Oneida, WI 54951
 Green Bay, WI 54907-9021

JOB #: 2021303
 WR #: 1491862
 DRAFTED BY: JWD
 REVIEWED BY: GSM
 DATE: 11/17/2021

Scale 1" = 60'

0' 30' 60' 120'

SHEET 1 OF 1

