

**1032318** WPSC

DOCUMENT NUMBER

**ELECTRIC UNDERGROUND 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 Parcels described in Winnebago County Register of Deeds Volume 1117 on page 189, recorded as Document Number 357205, Volume 1117 on page 193 recorded as Document Number 357206, Volume 1117 on page 195 recorded as Document Number 357207, and part of the parcel described and recorded as Document Number 1237952; being part of the West One-Half of the Northwest Quarter (W1/2-NW1/4) of Section 11, Township 17 North, Range 16 East, **Town of Nekimi, 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

Parcel Identification Number (PIN)  
**0120201, 012019901, 012020101,  
012020201**

THE CONDITIONS OF SAID EASEMENT OVER THE ABOVE DESCRIBED PARCELS ARE AS STIPULATED IN THE ATTACHED "**ADDENDUM "A"**". **ADDENDUM "A"** IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

- 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, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, 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, television and telecommunication services, 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.
- 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.

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**ADDENDUM "A"**  
**UTILITY EASEMENT**  
**CONDITIONS**

The **GRANTOR** is the owner and operator of Wittman Regional Airport, situated in the County of Winnebago, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

**Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of a break, leak or any other emergency situation arising with respect to said facility.

**Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.

**1. Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.

**2. Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, except for the planned above ground pad mounted transformer and the associated equipment contained therein, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.

**3. Preservation of Property:** The **GRANTEE** agrees, upon placing the intended utility services within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops, that occurs with the exercise of these easement rights.

**4. Relocation of Utilities:** Any improvements on said easement lands shall be maintained and replaced at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation or encasement related to maintenance and or replacement, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures. Grantor shall have the right at any time to relocate the easement area within Grantor's property at Grantor's sole cost and expense; in such event, the Grantor agrees it will grant an easement substantially similar in form to this easement, at no cost to the Grantee, for the purpose of relocating Grantee's utility improvements on the County's property mutually agreeable to the parties hereto.

5. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected therewith excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

6. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.

7. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

[REMAINDER OF PAGE LEFT BLANK]

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

**Winnebago County**

Corporate Name \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS  
\_\_\_\_\_ )

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: \_\_\_\_\_

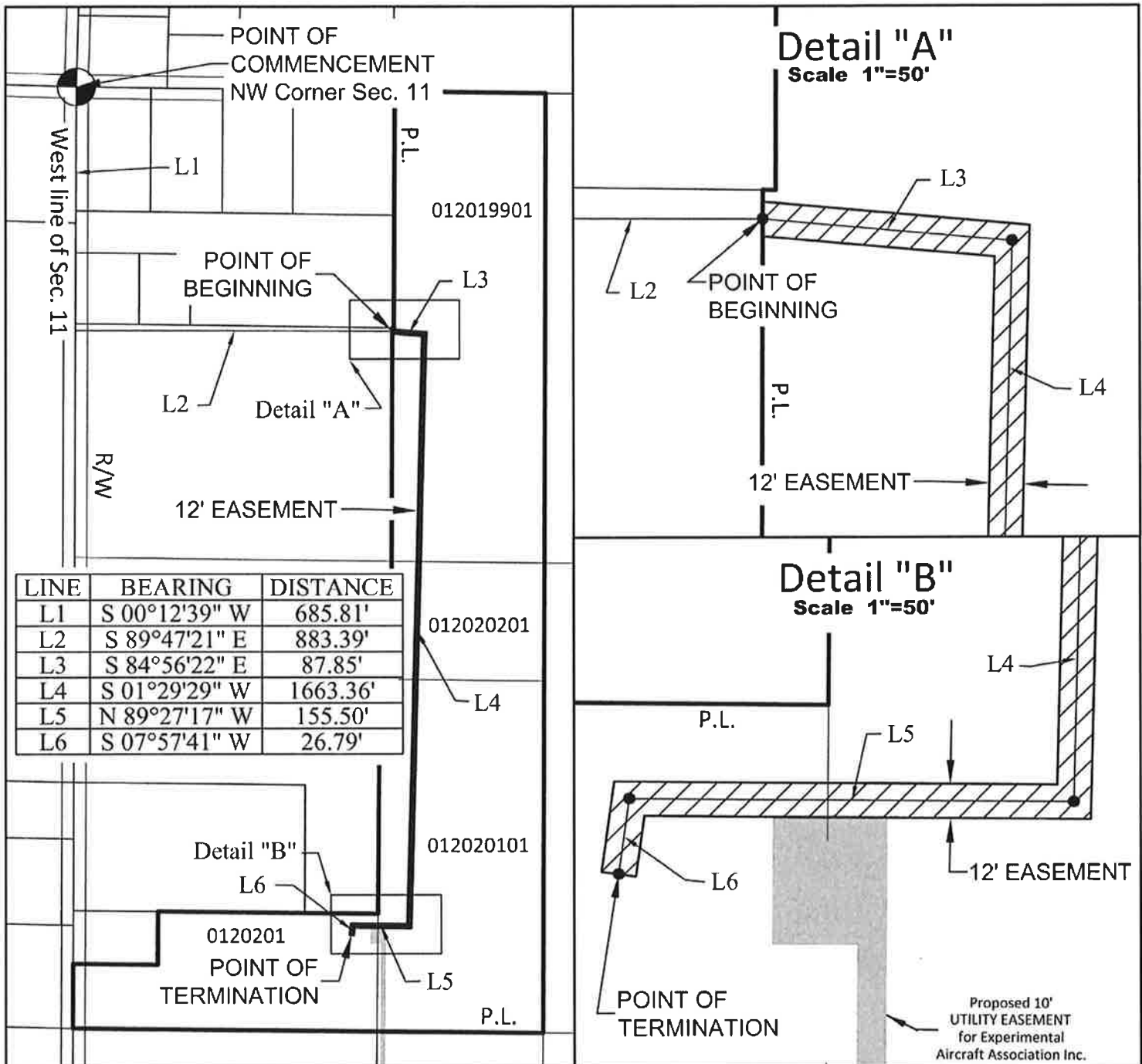
This instrument drafted by: Peter Fontana  
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 9, 2019	Winnebago	Town of Nekimi	1445 W Waukau Ave	0120201 012019901 012020101 012020201
Real Estate No.	WPSC District	WR#	WR Type	I/O
1032318	Oshkosh	2776604	ECA	

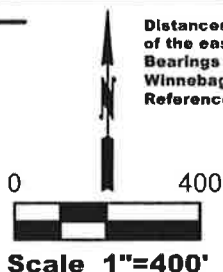
# EXHIBIT A

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**Wisconsin Public Service**  
 700 North Adams Street  
 P.O. Box 19001  
 Green Bay, WI 54307-9001  
 Phone: 800-450-7260



Distances shown are for the **CENTERLINE** of the easement and are approximate - Bearings based upon Grid North of Winnebago County Wisconsin Coordinate Reference System (WISCRS) NAD 83 (1991)

 CENTERLINE  
 EASEMENT AREA  
 R/W RIGHT OF WAY  
 MINOR LOT LINE

Date	County	Municipality	Site Address	Parcel Identification Number
16-Apr-19	Winnebago	Town of Nekimi	1445 W Waukau Ave	0120201 012019901 012020101 012020201
Real Estate No.	WPSC District	WR#	WR Type	I/O
1032318	Oshkosh	2776604	ECA	21800001EC

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A 12 foot wide easement centered on the following described line:

Commencing at the Northwest corner of said Section 11;

Thence S 00°12'39" W, 685.81 feet coincident with the west line of said Section 11;

Thence S 89°47'21" E, 883.39 feet to the west line of said parcel, also being the **Point of Beginning**;

Thence S 84°56'22" E, 87.85 feet;

Thence S 01°29'29" W, 1663.36 feet;

Thence N 89°27'17" W, 155.50 feet;

Thence S 07°57'41" W, 26.79 feet to the **Point of Termination**.



Wisconsin Public Service

700 North Adams Street  
P.O. Box 19001  
Green Bay, WI 54307-9001  
Phone: 800-450-7260