

3309381

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 One Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 35 Township 18N, Range 16E 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)

91413820000

- 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 |
|----------------|--------------|-------------|-----------------------|
| 1469853 | WMIS-3369532 | 3309381 | INT11-469-853 |

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**

NORTH

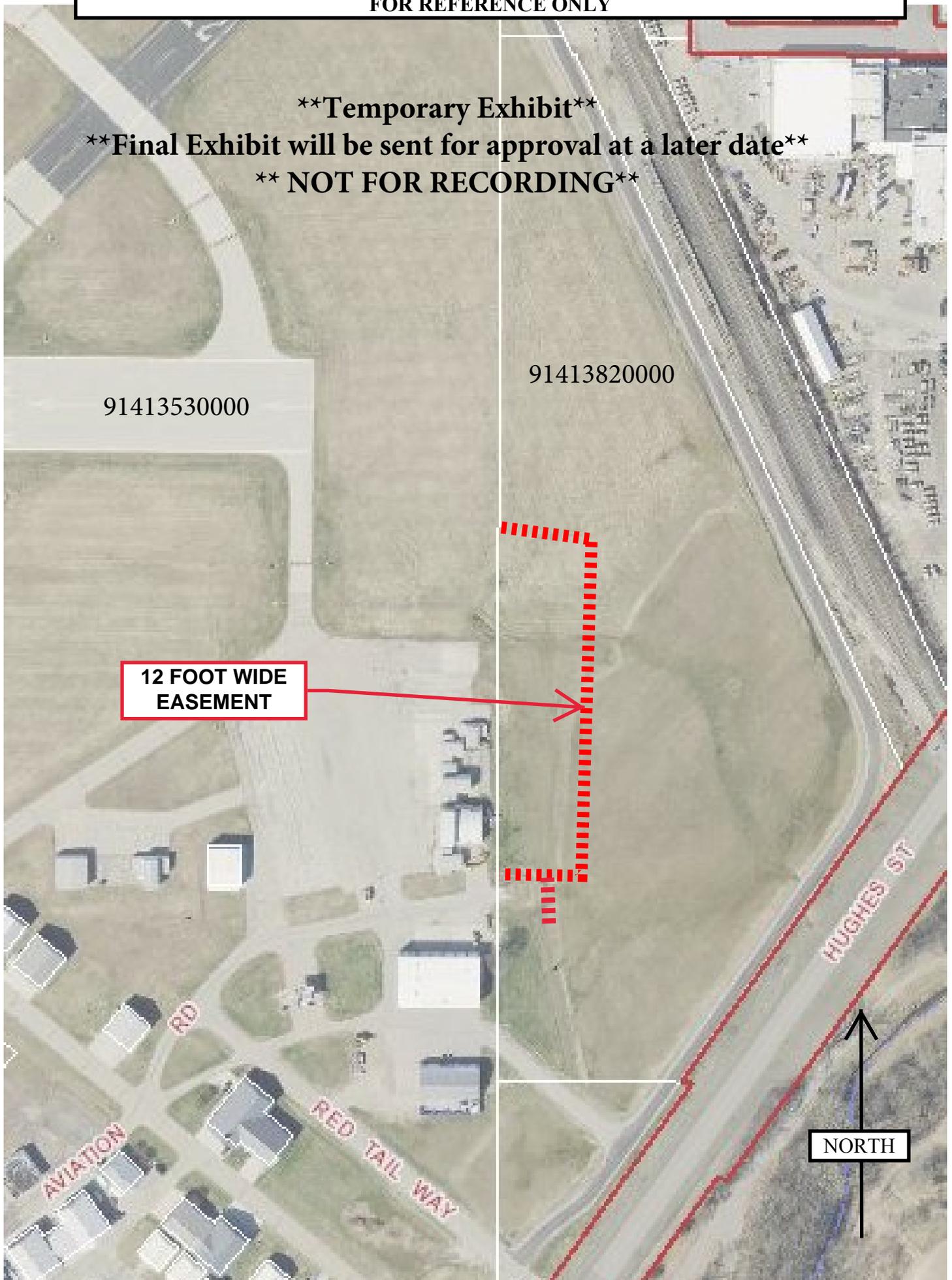


EXHIBIT "B"

Property Description from Winnebago County Register of Deeds

Document Number: VOLUME 933 PAGE 105

Parcel Identification Number: 91413820000

That part of the East One Half ($E\frac{1}{2}$) of the North East One Fourth ($NE\frac{1}{4}$) of Section Thirty-Five (35) Town Eighteen North (T18N) Range Sixteen East (R16E) of the fourth (4th) PM. Winnebago County, Wisconsin as described herein.

Commencing at the North West Corner (NW) of Section Thirty-Five (35) thence south eighty-nine degrees two minutes east ($S89^{\circ}02'E$) Three Thousand nine hundred seventy-seven and eighty-one hundredths feet ($3977.81'$); Thence south eighteen minutes west ($S 0^{\circ}18'W$) one thousand twenty-one and fifty-nine hundredths feet ($1021.59'$) to the point of beginning; Thence north eighty-eight degrees fifty-nine minutes east ($N88^{\circ}59'E$) one hundred twenty-two and sixty-seven hundredths feet ($122.67'$); Thence south twenty-six degrees nine minutes east ($S26^{\circ}09'E$) one thousand two hundred fifty-eight and eighty hundredths feet ($1258.80'0$); Thence south thirty-three degrees forty-seven minutes west ($S33^{\circ}47'W$) six hundred twenty and nine hundredths feet ($620.09'$); Thence south eighty-nine degrees seven minutes west ($S89^{\circ}07'W$) two hundred ninety-three and sixteen hundredths feet ($293.16'$); Thence north one degree twenty-one minutes west ($N1^{\circ}21'W$) one thousand six hundred forty-eight and twenty-seven hundredths feet ($1648.27'$) to the point of beginning.

The above described tract contains fifteen and sixty-three hundredths (15.63) acres.