

	DOCUMENT NUMBER
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UTILITY EASEMENT / CORPORATION

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 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 and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Oshkosh, County of Winnebago, 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)
91529000000

See the attached Exhibits A & B.

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.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. 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, chemically treating and/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 insure the use of the Easement Area conforms with the (Wisconsin Gas Safety Code) (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) any change the grade of 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.

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

Winnebago County

Corporate Name

Sign Name

Mark L. Harris – County Executive

STATE OF _____)
COUNTY OF _____)SS

Personally came before me this _____ day of _____, _____, the above-named **Mark L. Harris** 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: Jacob Braun
INTEGRYS BUSINESS SUPPORT, LLC

R/C #040

LOCATION # Oshkosh

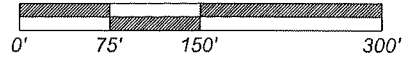
WR# 999837

EXHIBIT "A"

PAGE 2 OF 2

PART OF THE SOUTHEAST ¼ OF THE
NORTHWEST ¼ AND PART OF THE
NORTHEAST ¼ OF THE SOUTHWEST ¼
OF SECTION 36, TOWNSHIP 19 NORTH,
RANGE 16 EAST, CITY OF OSHKOSH,
WINNEBAGO COUNTY, WISCONSIN

SCALE: 1" = 150'



Winnebago County Park
91529000000

SE 1/4 - NW 1/4

Length=1100.16'
Radius=2055.98'
Delta=30°39'33"
LCB=N15°45'49"W
LC=1087.09'

91530500000

West 1/4 Corner
Section 36,
T19N, R16E

S89°06'54"E
1333.07'

2669.24'

1336.18'

Center
Section 36,
T19N, R16E

26

25

24

23

22

21

20

SUMMERVIEW DRIVE

NORTH PARK ESTATES

S0°53'06"E
421.66'

Winnebago County Park
91529000000

NE 1/4 - SW 1/4

12 FOOT WIDE
UTILITY EASEMENT

S89°54'06"E

Point of
Beginning

611.75'

782.08'

6.00

6.00

N4°17'57"E

70.00'

170.33'

N1°18'09"E

157.40'

S0°19'42"E

2636.13'

South 1/4 Corner
Section 36,
T19N, R16E

LEGEND



County Monument



Permanent Easement

WR#999837

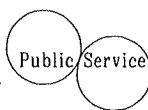
integrys

Prepared By:

INTEGRYS BUSINESS
SUPPORT, LLC
SURVEYING
SERVICES

For:

Wisconsin Public
Service Corporation



700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
Phone: 800-450-7280 Fax: 920-431-4816

040-2103-0052012074-100

PAGE 2 OF 2

West 1/4 Corner
Section 36,
T19N, R16E

Center
Section 36,
T19N, R16E

NW 1/4 - SE 1/4

NE 1/4 - SW 1/4

Winnebago County Park
9152900000


**VARIABLE WIDTH
UTILITY EASEMENT**

SE 1/4 - SW 1/4

SW 1/4 - SE 1/4

WP#999837

Prepared By:

Prepared By:  **integrus**
INTEGRUS BUSINESS
SUPPORT, LLC
SURVEYING
SERVICES

For: Wisconsin Public Service Commission

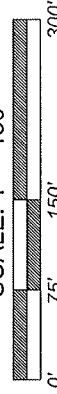
700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
Phone: 800-450-7260 Fax: 920-431-4815

040-2103-0052012074-100

Line	Bearing	Distance
L1	N35°34'12"E	44.59'
L2	N21°33'06"W	14.00'
L3	N68°26'54"E	12.08'
L4	S37°23'34"E	27.03'
L5	S38°59'23"E	37.54'
L6	S18°15'41"W	33.59'

Curve	Table	Length	Radius	Delta	LCB	LC
C1		163.61'	125.00'	74°59'31"	N73°03'58"E	152.18'
C2		588.58'	322.00'	104°43'49"	N56°11'49"E	510.00'
C3		616.00'	337.00'	104°43'49"	S58°11'49"W	533.75'
C4		130.55'	110.00'	68°00'02"	S76°33'42"W	123.02'

SCALE-1" = 150'



County Monument

 Permanent Easement

South 1/4 Corner
Section 36,
T19N, R16E