

RESOLUTION NO.: 29—2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 WE Energies is requesting an easement in order to construct, install, operate, maintain,
2 repair, replace and extend underground utility facilities, pipelines or pipelines with
3 valves, tieovers, main laterals and service laterals, together with all necessary and
4 appurtenant equipment under and above ground including cathodic protection apparatus
5 used for corrosion control, as deemed necessary by Grantee, for the transmission and
6 distribution of natural gas and all by-products thereof, or any liquids, gases, or substances
7 which can or may be transported or distributed through a pipeline, including the
8 customary growth and replacement thereof. Trees, bushes, branches and roots may be
9 trimmed or removed so as not to interfere with Grantee's use of the easement area.

10
11 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
12 Economic Development Committee recommend adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize granting
14 WE Energies an easement for the area described as strips of land 12 feet in width being a part of the
15 Grantor's land located in the Northwest ¼ of Section 1, Township 21 North, Range 17 East, Town of
16 Grand Chute, Outagamie County, Wisconsin; said land being more particularly described in that certain
17 Warranty Deed recorded in the Office of the Register of Deeds for Outagamie County as Document No.
18 640137, as noted on the attached drawing, marked Exhibit "A", which by reference is made a part
19 hereof, and

20 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
21 of this resolution to the Outagamie County Executive, the Outagamie County Parks Director, and WE
22 Energies, Property Rights and Information Group, 231 W. Michigan Street, Room A252, PO Box 2046,
23 Milwaukee, WI 53201-2046.

24 Dated this ____ day of July 2016

25
26
27 Respectfully Submitted,

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29 PROPERTY, AIRPORT, RECREATION &
30 ECONOMIC DEVELOPMENT COMMITTEE

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Dean Culbertson

Joy Hagen

Dan Grady

Ron Klemp

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Jason Wegand

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

DISTRIBUTION EASEMENT
GAS

Document Number

WR NO. 3903043 IO NO. MES21203963

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **OUTAGAMIE COUNTY**, a municipal corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **strips of land Twelve (12) Feet in width**, being part of Grantor's land located in the **Northwest 1/4 of Section 1, Township 21 North, Range 17 East**, Town of Grand Chute, Outagamie County, Wisconsin; said land being more particularly described in that certain **Warranty Deed** recorded in the Office of the Register of Deeds for Outagamie County as **Document No. 640137**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

101001000, 101002000, & 101002200
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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 or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
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 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 the initial installation of said facilities or 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 some time 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.

Grantor:

OUTAGAMIE COUNTY, a municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2016,
the above named _____, the _____
and _____, the _____
of the OUTAGAMIE COUNTY, a municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____.

Notary Public Signature, State of Wisconsin

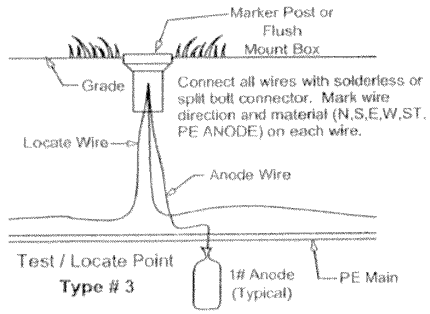
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

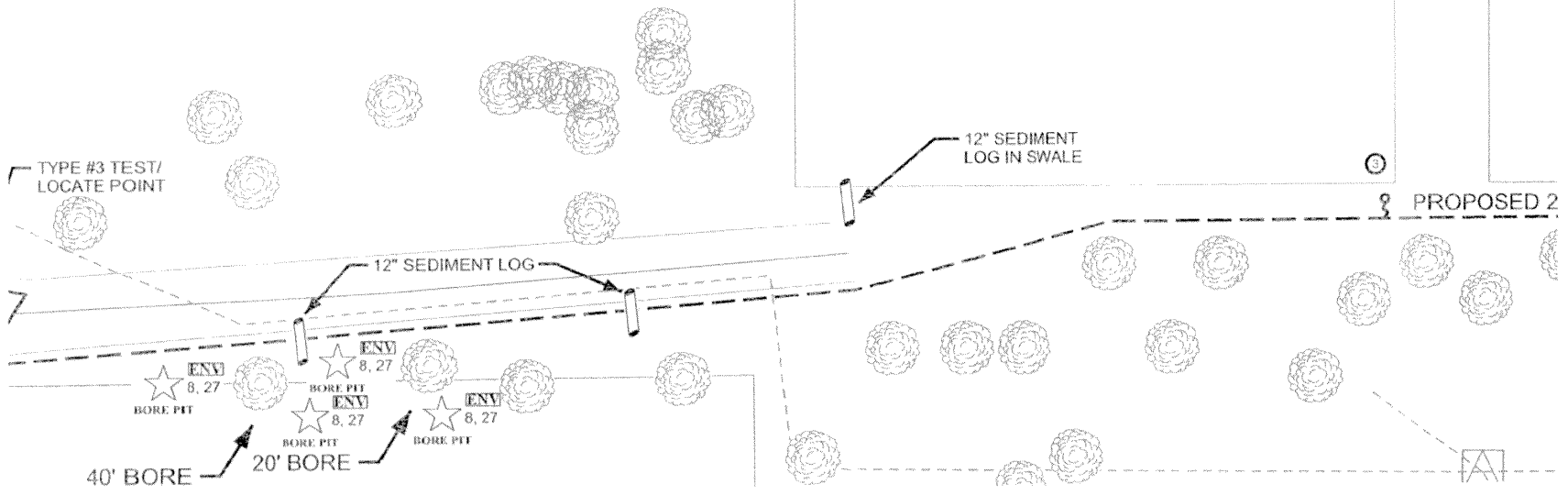
My commission expires _____

This instrument was drafted by Emily Iacchei on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

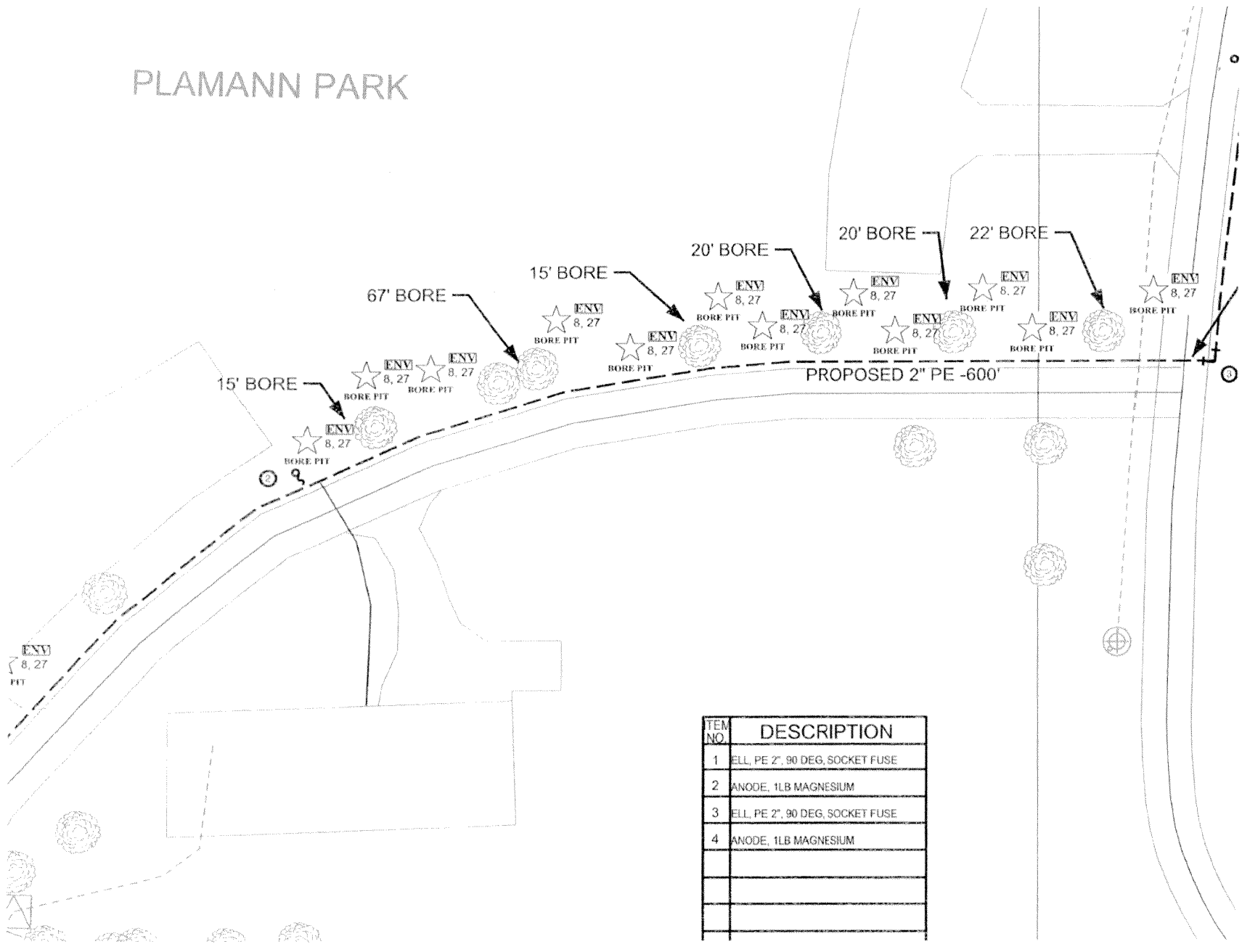
PLAMANN PARK



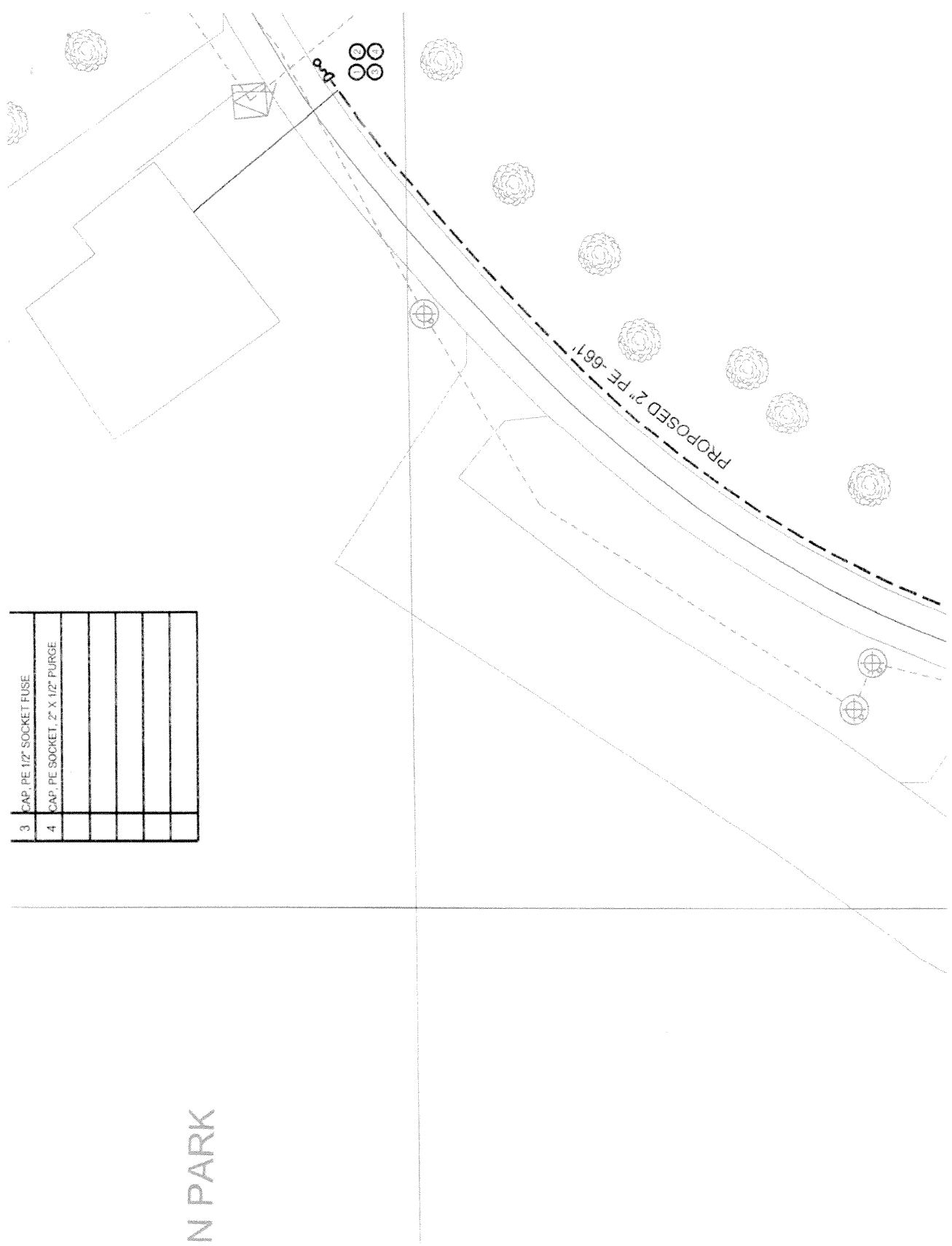
ITEM NO.	DESCRIPTION
1	TEE, PE 6" X 2", HVTT
2	ANODE, 1LB MAGNESIUM
3	ANODE, 1LB MAGNESIUM
4	TEST/LOCATE POINT #3



PLAMANN PARK



ITEM NO.	DESCRIPTION
1	ELL, PE 2", 90 DEG, SOCKET FUSE
2	ANODE, 1LB MAGNESIUM
3	ELL, PE 2", 90 DEG, SOCKET FUSE
4	ANODE, 1LB MAGNESIUM



3	CAP. PE 1/2" SOCKET FUSE
4	CAP. PE SOCKET, 2" X 1/2" PURGE

N PARK