

RESOLUTION NO.: 58—2024-25

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Wisconsin Electric Power Company, doing business as We Energies (Grantee) is requesting an
2 easement in order to construct, install, operate, maintain, repair, replace and extend underground
3 utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-
4 mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs,
5 power pedestals, riser equipment, terminals and markers, together with all necessary and
6 appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit
7 electric energy, signals, television and telecommunication services, including the customary
8 growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed
9 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 Economic
12 Development Committee recommend adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
14 authorize granting We Energies an easement for the area described as a strip of land twelve (12) feet in
15 width, being a portion of the Grantor's land, being a part of the Northeast ¼ of the Northwest ¼, Section
16 1, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin (Plamann Park);
17 said land being more particularly described in that certain Warranty Deed recorded in the office of the
18 Register of Deeds for Outagamie County as Document No. 640137 and as shown on the attached
19 Distribution Easement Underground and Temporary Exhibit A which by reference are made a part hereof,
20 and

21 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
22 this resolution to the Outagamie County Parks Director and We Energies, Property Rights & Information
23 Group, 231 W. Michigan Street, Room P277, P.O. Box 2046, Milwaukee, WI 53201-2046.

24 Dated this ____ day of October 2024

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jayson Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR NO. 5006509 IO NO. 5469

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 a strip of land Twelve (12) feet in width, being a portion of grantor's land, being a part of the Northeast 1/4 of the Northwest 1/4, Section 1, Township 21 North, Range 17 East, City of Appleton, 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 P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

311931411
(Parcel Identification Number)

1. **Purpose:** 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 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 electric 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 Quasi Municipal Corporation

By: _____

(Print name and title): _____

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of OUTAGAMIE COUNTY, a municipal corporation pursuant to a Resolution adopted by the County Board on _____
as Resolution No. _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

