

RESOLUTION NO.: 125—2023-24

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 vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and
5 markers, together with all necessary and appurtenant equipment under and above ground, as well
6 as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all
7 necessary and appurtenant equipment under and above ground, including cathodic protection
8 apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and
9 distribution of electric energy, signals, television and telecommunications services; natural gas and
10 all by-products thereof, or any liquids, gases, or substances which can or may be transported or
11 distributed through a pipeline, including the customary growth and replacement thereof. Trees,
12 bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use
13 of the easement area.

14
15 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
16 Economic Development Committee recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize granting We
18 Energies an easement for the area described as strips of land twelve (12) feet in width, being a portion of
19 the Grantor's land, being a part of the East ½ of the Northeast ¼ of the Southeast ¼ and the East ½ of the
20 Southeast ¼ of the Southeast ¼ of Section 35, Township 21 North, Range 16 East, Village of Greenville,
21 Outagamie County, Wisconsin; said land is shown on the attached Distribution Easement Electric and Gas
22 and Temporary Exhibit A – Gas and Temporary Exhibit A – Electric which by reference are made a part
23 hereof, and

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

27 Dated this ____ day of March 2024

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
ELECTRIC AND GAS**

Document Number

WR NO. 4882821, 4882819 IO NO. 5469, ES21800355

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **OUTAGAMIE COUNTY**, 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 a portion of the Grantor's land, being a part of **the East 1/2 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 21 North, Range 16 East, Village of Greenville, Outagamie County, Wisconsin.**

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

111120200, 111119700
(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 vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as 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 electric energy, signals, television and telecommunications services; 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 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 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

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 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 _____





