

**TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN
RESOLUTION 2020-07**

**A RESOLUTION TO GRANT AN ELECTRICAL POWER UTILITY
EASEMENT TO WE ENERGIES IN THE TOWN ROAD RIGHT OF WAY
ALONG COUNTY HIGHWAY O**

WHEREAS, Winnebago County Highway Department is reconstructing CTH O in 2020, and as part of the reconstruction We Energies will install utility facilities, and;

WHEREAS, WE Energies will relocate a utility pole which requires an easement from the Town of Neenah for a strip of land six (6) feet in width to install a guy wire, and;

WHEREAS, We Energies has provided the enclosed easement marked Attachment 1 and its drawing for Electric Work Request 4483094 marked Exhibit "A".

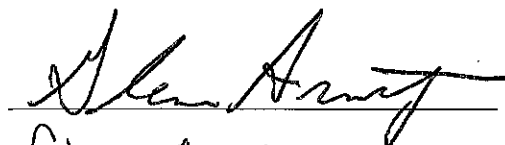
NOW, THEREFORE BE IT RESOLVED, that the Town Board of Supervisors approves the grant of a permanent easement to We Energies for the easement area described as a strip of land six (6) feet in width being part of Lot 2 of Certified Survey Map No. 4342, recorded August 20, 1999 as Document No. 1070011, being part of the Southwest 1/4 of Section 20, Township 20 North, Range 17 East, Town of Neenah Winnebago County, Wisconsin under the terms as described in the attached We Energies Easement and drawing as marked WR NO. 4483094, and;

BE IT FUTHER RESOLVED, that the Town Chairman and/or his representative and the Town Clerk-Treasurer are authorized to sign all necessary and related documents.

Approved and adopted this 9th day of March 2020.

Authorized


Signature:



Printed:

Glenn Armstrong
Town of Neenah Supervisor

Attest:


Ellen Skerke
Town of Neenah Clerk-Treasurer

**DISTRIBUTION EASEMENT
OVERHEAD**

Document Number

WR NO. **4483094** IO NO. **75854**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Town of Neenah, Winnebago County, Wisconsin**, 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 six (6) feet in width being part of **Lot 2 of Certified Survey Map No. 4342**, recorded **August 20, 1999**, as **Document No. 1070011**, being part of the **Southwest 1/4 of Section 20, Township 20 North, Range 17 East**, Town of Neenah, Winnebago 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 P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

0100218

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground which Grantee deems necessary to transmit electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary 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 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:

Town of Neenah, Winnebago County, Wisconsin

By Glenn Armstrong

(Print name and title): Glenn Armstrong - Supervisor

By Ellen Skerke

(Print name and title): Ellen Skerke - Clerk-Treasurer

Personally came before me in Winnebago County, Wisconsin on March 10, 2020,
the above named Glenn Armstrong, the Town Board Supervisor
and Ellen Skerke, the Clerk-Treasurer

of the Town of Neenah, Winnebago County, Wisconsin, for the municipal corporation, by its authority, and pursuant to Resolution File

No. 2020-07 adopted by its Board of Supervisors on March 9, 2020.

Elizabeth Peterman
Notary Public Signature, State of Wisconsin

Elizabeth Peterman
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

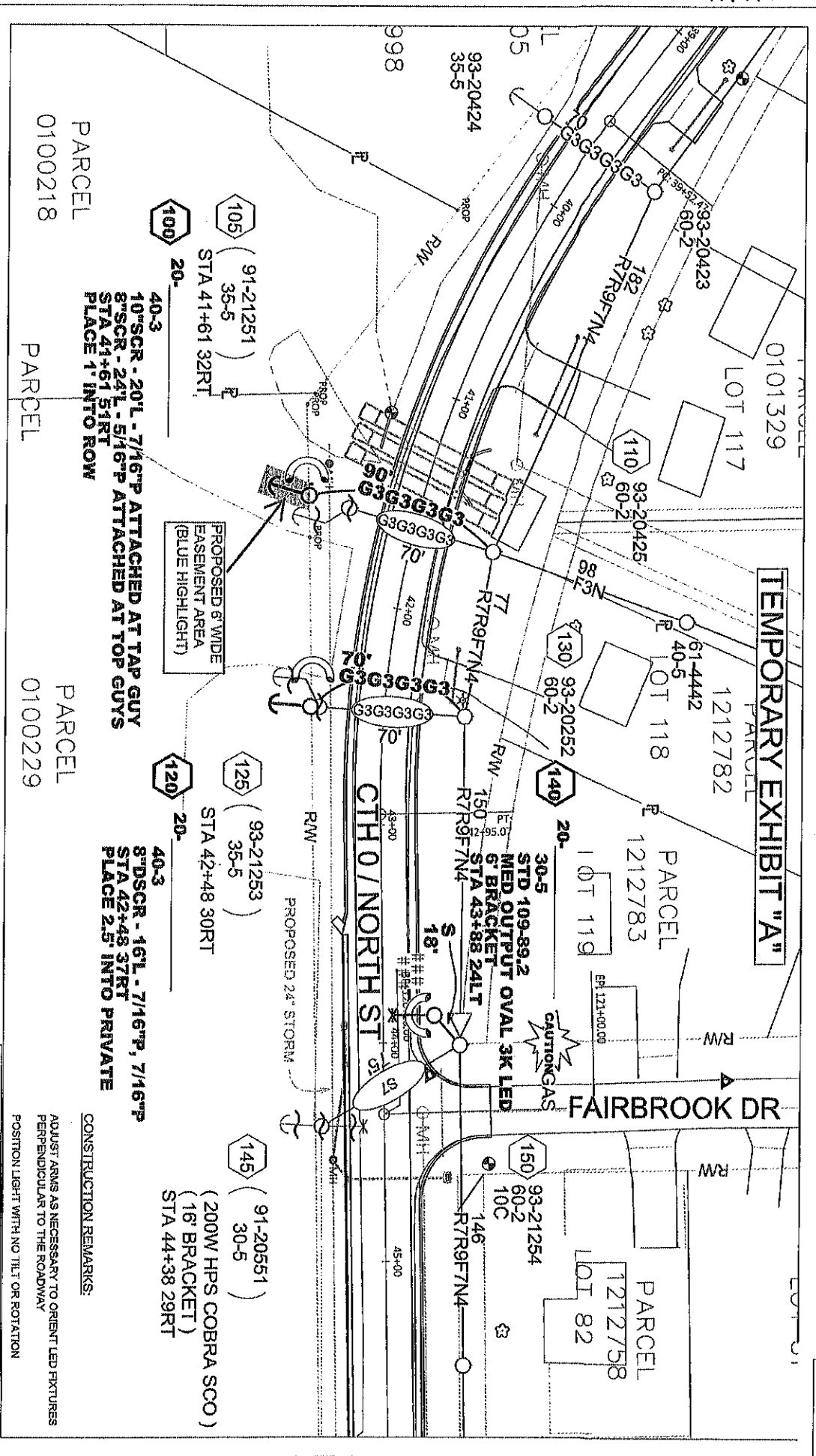
My commission expires July 18, 2023

Exhibit "A"



ELECTRIC WORK REQUEST
4483094

Printed 2/27/2020 3:50:26 AM



PARCEL
0100218

PARCEL
0100229

PARCEL
0100229

10"SCR - 20'L - 7/16" P ATTACHED AT TAP GUY
8"SCR - 24'L - 5/16" P ATTACHED AT TOP GUYS
STA 41+61.51 RT
PLACE 1' INTO ROW

8"DSR - 16'L - 7/16" P, 7/16" P
STA 42+48.37 RT
PLACE 2.5' INTO PRIVATE

105 (91-21251)
35-5
STA 41+61.32 RT

125 (93-21253)
35-5
STA 42+48.30 RT

145 (91-20551)
30-5
(200W HPS COBRA SCO)
(16 BRACKET)
STA 44+38.29 RT

CONSTRUCTION REMARKS:

ADJUST ARMS AS NECESSARY TO ORIENT LED FIXTURES
PERPENDICULAR TO THE ROADWAY
POSITION LIGHT WITHIN NO TILT OR ROTATION

SCALE 1" = 40' SHEET 4 OF 5

