

3312663

Easement

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Manitowoc, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

*Part of the Parcel described on the attached **Exhibit "B,"** being part of the Southwest Quarter of the Northwest Quarter (SW 1/4 – NW 1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4 – NW1/4) of Section 2 Township 18 North, Range 23 East, **City of Manitowoc, County of Manitowoc, State of Wisconsin, as shown on the attached Exhibit "A".***

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)  
**802203000**

- 1. Purpose: ELECTRIC OVERHEAD & UNDERGROUND** - 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, and 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, as deemed necessary by Grantee, for the transmission and distribution of 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 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 construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 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 sometime 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.

[REMAINDER OF PAGE LEFT BLANK]

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

**City of Manitowoc, a Municipal Corporation**

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE )  
OF \_\_\_\_\_ )  
 )SS  
COUNTY )  
OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_ **City of Manitowoc, a Municipal Corporation**, 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: Michelle Somers  
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1471830	WMIS-3380605	3312663	INT11-471-830



# EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY

12 Foot Wide Easement to cover existing underground electrical installed in 2010

05280320300000  
58.06 ac.

12 Foot Wide Easement to cover existing Overhead electrical installed in 1941

12 Foot Wide Easement

\*\*Temporary Exhibit\*\* will be sent for approval at a later date

T18N R23E  
S02 NE-NW

01400200800100  
17.75 ac.

3114  
T18N R23E  
S02 SE-NW

T18N R23E  
S02 NW-SW

T18N R23E  
S02 NE-SW

01400201000000 0 170 340 680 1.020 1.360 014002009000

## EXHIBIT "B"

Property Description from Manitowoc County Register of Deeds Document number 268932

Parcel Identification Number: 802203000

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); the South Seventeen (17) acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); also the west three (3) acres of the North twenty-three (23) acres of said Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); all in Section Number Two (2), Township Number Eighteen (18), North of Range Number Twenty-three (23) East of the Fourth Principal Meridian.

Said three-acre tract is more particularly described as follows: commencing at the northwest corner of the aforesaid SE $\frac{1}{4}$  NW $\frac{1}{4}$ , thence running East 175 feet; thence south a distance of 46 rods; thence running west to the west boundary line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 175 feet; thence due north along said west boundary line a distance of 46 rods to place of beginning. The land hereby conveyed contains 60 acres of land.

Together with all buildings and structures now located on said premises or which may be erected thereon during the life of this contract.