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2 **SAWYER COUNTY BOARD OF SUPERVISORS RESOLUTION TO APPROVE**
3 **UTILITY EASEMENT**

4
5 **RESOLUTION NO. 2022- 24**
6

7
8 **WHEREAS**, Wis. Stat. § 59.01 permits Sawyer County (the “County”) to own real
9 property and to enter into certain agreements to encumber its real property, including the grant of
10 easement interests;
11

12 **WHEREAS**, NSPW is requesting an electrical overhead distribution easement on the
13 Sawyer County-owned corner of Main Street and Fourth Street, located in Hayward, Wisconsin,
14 as more specifically described on the attached Exhibit A – The Legal Description of the Property;
15

16 **WHEREAS**, NSPW wishes to locate within the Property the facilities described as
17 follows: the necessary poles, wires, guys, supports, fixtures, devices, and other facilities and
18 appurtenances necessary for the purposes of conducting electric energy, light, and c
19 communication impulses (collectively, the “Facilities”);
20

21 **WHEREAS**, the Sawyer County Board of Supervisors (“County Board”) must approve
22 the final version of the Electrical Overhead Distribution Easement pursuant to Wis. Stat. 59.52(6);
23

24 **WHEREAS**, the County Public Works Committee reviewed and discussed pursuit of the
25 Easement at its meeting on April 13, 2022, and voted to recommend that the County Board approve
26 pursuing the Electrical Overhead Distribution Easement at its meeting on April 21, 2022.
27

28 **NOW, THEREFORE, BE IT RESOLVED**, the Sawyer County Board of Supervisors
29 determines the following:
30

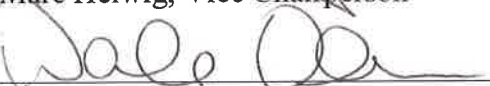
- 31 1. Recitals. The Recitals set forth above are true and correct, and are hereby
32 incorporated into this Resolution.
33
- 34 2. Approval of Easement. The County Board hereby approves further discussions
35 with the appropriate parties to enter into the Electrical Overhead Distribution
36 Easement. The final version of any easement granted shall be approved by the
37 County Board once prepared, pursuant to Wis. Stat. § 59.52(6).
38
- 39 3. Health, Welfare and Safety. The County’s approval of this Resolution is beneficial
40 to the health, welfare and safety of the County’s residents, taxpayers and visitors.
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47
48 The content of this Resolution was discussed and recommended for adoption by the Sawyer
49 County Board of Supervisors at its meeting on April 21, 2022, by this Sawyer County Public
50 Works Committee on the 13th day of April, 2022.

51
52 
53 Ron Kinsley, Chairperson



54 Marc Helwig, Vice Chairperson


55
56 Ed Peters, Member


57 Dale Olson, Member

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59 
60 Brian Bisonette, Member

61 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 21st day of
62 April, 2022.

63
64 
65 Sawyer County Board of Supervisors Chairman


66 Lynn Fitch,
67 Sawyer County Clerk

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69
70



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 2

Easement Exhibit

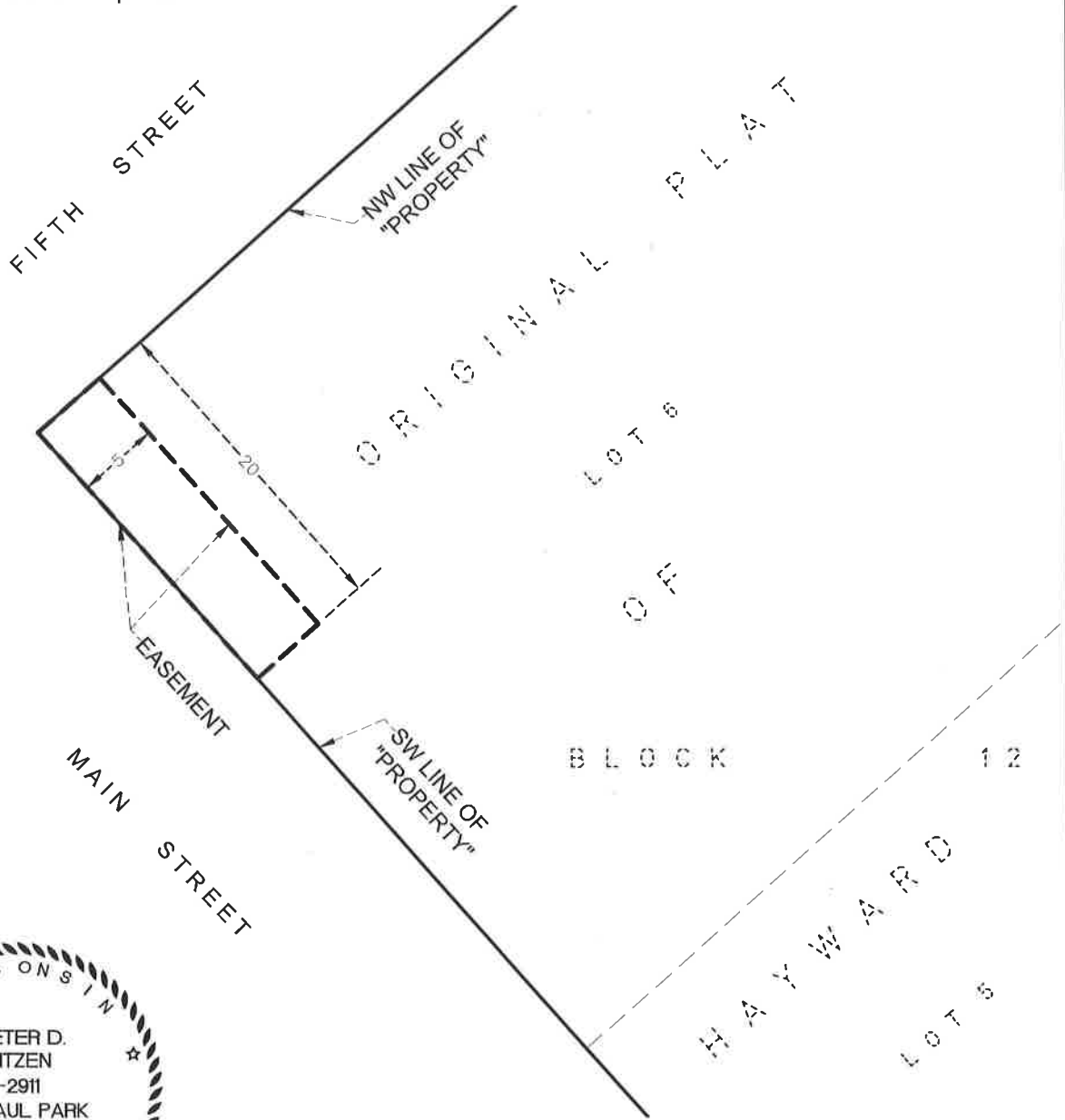
Location: City of Hayward, Sawyer County, Wisconsin

Grantor: Sawyer County

See Sheet 2 of 2 for descriptions.



Scale: 1" = 10'



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF WISCONSIN.

PETER D. GITZEN

LIC. NO. S-2911

DATE: 4/17/2022

PARCEL: SAWYER COUNTY
SEC. 22, T. 41N., R. 9W.
CO.: SAWYER



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 2

Easement Exhibit

Location: City of Hayward, Sawyer County, Wisconsin

Grantor: Sawyer County

"Property"

The whole Block Twelve (12) of The Village of Hayward according to the recorded plat now on file in the office of Register of Deeds in and for said Sawyer County.

Easement Area:

An easement over, under, and across the Southwesterly 5.00 feet of the Northwesterly 20.00 feet of said "Property".

Containing 100 square feet, more or less.

PARCEL: SAWYER COUNTY
SEC. 22, T. 41N., R. 9W.
CO.: SAWYER

**ELECTRICAL OVERHEAD
DISTRIBUTION EASEMENT**

Parcel No. 57-236-2-41-09-22-5 15-101-120001
Name Sawyer County, a municipality of the State of Wisconsin

This Electrical Overhead Distribution Easement (“Easement”) is made between Sawyer County, a municipality of the state of Wisconsin (“Grantor”), and Northern States Power Company, a Wisconsin corporation (“NSPW”).

Grantor owns certain real property in Sawyer County, Wisconsin, as more specifically described on the attached Exhibit A (the “Property”).

NSPW wishes to locate within the Property the facilities described as follows: the necessary poles, wires, guys, supports, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses (collectively, the “Facilities”).

Grantor agrees to grant to NSPW, its successors and assigns, the right, privilege, and easement to construct, operate, maintain, use, rebuild, or remove the Facilities over, under, and upon a portion of the Property, as more specifically described on the attached Exhibit B (the “Easement Area”).

In consideration of the promises exchanged in this Easement, the Grantor and NSPW agree as follows:

1. **Easement.** Grantor hereby grants to NSPW, its successors and assigns, a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities within the Easement Area. Grantor also grants to NSPW the full right and authority to (a) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing, and constructing the Facilities; (b) the right of reasonable temporary use by NSPW of the Property adjacent to the Easement Area during construction, repair, or replacement of the Facilities; and (c) to cut, remove, prune, or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area or located outside of the Easement Area which by falling might interfere with or endanger the Facilities.

RETURN TO:

Northern States Power Company
Siting & Land Rights, Trevor Seely,
1414 W. Hamilton Ave., PO Box 8
Eau Claire, WI 54702-0008

PIN: 57-236-2-41-09-22-5 15-101-120001

2. Grantor's Responsibilities. Grantor shall not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes, or plants of any kind, nor change the ground elevation within the Easement Area without the express prior written consent of NSPW.
3. Restoration. After installation of the Facilities or after the exercise of any of the rights granted in this Easement, NSPW agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.
4. Ownership of Property. Grantor covenants with NSPW, its successors and assigns, that Grantor is the owner of the Property and has the right to sell and convey an easement in the manner and form of this Easement.
5. Additional Documents. Grantor shall execute and deliver to NSPW, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.
6. Entire Agreement. It is mutually understood and agreed that this Easement covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.
7. Removal of Facilities. The rights granted in this Easement may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSPW, its successors and assigns have notified Grantor, its successors or assigns, that NSPW has abandoned and relinquishes its easement rights. Following such notification by NSPW, Grantor, its successors or assigns may require by written notification that NSPW remove all of its Facilities from the Easement Area at NSPW's expense, or if no notification is given, then NSPW may decide to abandon such Facilities in place. NSPW shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.
8. Binding Effect. All provisions of this Easement, including the benefits and burdens, will be deemed to run with title to the Property and shall inure to the benefit of, and will be binding upon, the successors and assigns of Grantor and NSPW as fully as upon themselves.

Grantor has executed this Easement as of April 22, 2022

Sawyer County, a municipal corporation and county of the state of Wisconsin

Michael Keefe
By: Michael Keefe
Its: Interim County Administrator

Lynn Fitch
By: Lynn Fitch
Its: County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF SAWYER)

Personally came before me as of April 22, 2022, Mike Keefe and Lynn Fitch to me known to be the interim county admin and county clerk of Sawyer County, a municipal corporation and county of the state of Wisconsin and acknowledged that they executed the foregoing instrument on behalf of the company.



Lisa Horton ED Deputy
Notary Public, State of Wisconsin
Lisa Horton ED Deputy
My Commission Expires: 1-6-25

Notarial Officer by Wis. Stats.
140.10 (1) (f) and (2) County Clerk

This Instrument Drafted By:
Trevor Seely, an employee of Xcel Energy Services Inc.

Exhibit A
Legal Description of the Property

A parcel of property located in Lots 4, 5 and 6 and part of a vacated alley in Block 13 of the Original Plat of the Village (now City) of Hayward, all in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section 22, T41N, R9W, more particularly described as Outlot 1 of Certified Survey Maps, recorded in Volume 28 of Certified Surveys on page 106 as Document No. 338488, Survey No. 7217, all in the City of Hayward, Sawyer County, Wisconsin.

Temporary Exhibit B
Legal Description of the Easement Area

