

Resolution No. 31-13

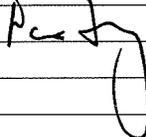
Resolution to Grant Easement to Polk Burnett Cooperative for Electrical Service to Lotus County Park Facilities on East Lake (Lotus Lake)

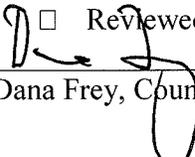
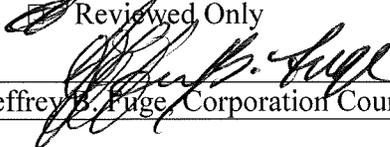
TO THE HONORABLE MEMBERS OF THE POLK COUNTY BOARD OF SUPERVISORS:

Ladies and Gentlemen:

1 WHEREAS Polk County owns and operates Lotus Lake Park, an 18-acre shore area on East  
 2 Lake ( Lotus Lake), with in the county parks system;  
 3  
 4 WHEREAS, the Polk County Outdoor Recreational Plan, as approved by the Polk County Board  
 5 of Supervisors, identifies park facilities as having electrical service; and  
 6  
 7 WHEREAS, consistent with said plan, it is necessary to grant Polk Burnett Cooperative an  
 8 easement for the construction, installation and maintenance of electrical lines and equipment on  
 9 Lotus County Park lands.  
 10  
 11 NOW THEREFORE BE IT RESOLVED that Polk County Board of Supervisors authorizes and  
 12 grants an easement to Polk Burnett Cooperative for electrical service to the Lotus County Park.  
 13  
 14 BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Sections 59.01 and  
 15 59.52(6)(c), the Polk County Board of Supervisors directs the County Clerk to execute and to  
 16 tender a conveyance to effectuate the easement.

Funding Amount and Source:	Not Applicable
Date Finance Committee Advised:	Not Applicable
Finance Committee Recommendation:	Not Applicable
Effective Date:	Upon Passage

Submitted <del>and Sponsored</del> By:	
	

Review by County Administrator:	Review By Corporation Counsel
<input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	<input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

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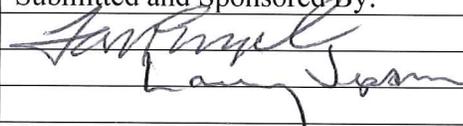
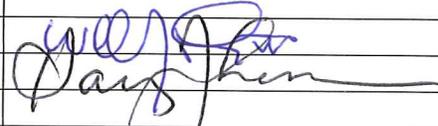
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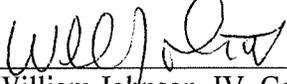
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County Board Action

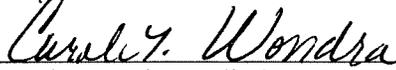
At its regular business meeting on August 20, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution No. 31-13: Resolution to Grant Easement to Polk Burnett Cooperative for Electrical Service to Lotus County Park Facilities on East Lake (Lotus Lake), by a simple majority vote of \_\_\_ in favor and \_\_\_ against. *by voice vote*



William Johnson, IV, County Board Chairperson

Dated: 08.23.2013

Attest:



Carole Wondra, Polk County

Dated: 8-22-13

Document Number

Polk-Burnett Location #:

**POLK-BURNETT ELECTRIC COOPERATIVE  
RIGHT-OF-WAY  
EASEMENT  
FOR ELECTRIC POWER LINES**

*This instrument drafted by William G. Schmidt, General Manager*

**This document is to be filled out in black ink only.**  
**No modifications are acceptable. Must be signed and notarized.**

For a valuable consideration, and the mutual promises herein contained,

\_\_\_\_\_ (hereinafter called the "Owner"), hereby grants, warrants and conveys to Polk-Burnett Electric Cooperative (hereinafter called the "Cooperative"), the right and easement to enter upon lands of the Owner in Polk County, Wisconsin, described as:

**Please provide complete legal description.**

**PT GOV LOT 2  
DESC V334/603  
SECTION - 16  
TOWN - 33N RANGE 18W**

*Recording Area*

*Name and Return Address*

**Polk-Burnett**  
1001 State Road 35  
Centuria, WI 54824  
(715) 646-2191 • (800) 421-0283

**042-0030-90-000**

*Parcel Identification Number (PIN)*

and to place, construct, operate, maintain, repair, relocate, replace on or under the surface thereof, a line or lines for the transmission of electric energy, including, but not limited to, cable, wire, poles, transformers, equipment and accessories necessary for that purpose. The specific length and location of this electric line easement shall be as built, and its width shall be as described below for an overhead or underground line.

The Cooperative shall have the continuing right to keep the easement clear of any structure, vegetation, or any other obstruction that may, at the Cooperative's sole discretion, affect public safety or the safety of its employees; interfere with the Cooperative's exercise of its easement rights; threaten or endanger the operation and maintenance of the Cooperative's line, facilities or system; or cause any unnecessary economic burden to the Cooperative. The Owner may use the land subject to this easement for personal purposes. However, if those purposes cause or contribute to any loss of personal property, bodily injury, death or damage in relationship to the Cooperative's rights, the Owner shall hold the Cooperative harmless from and against all liability, claims, loss, costs (including reasonable attorney fees), personal or bodily injury, death or damage to any person or property related to the Cooperative's exercise of its easement rights.

For overhead lines, the Cooperative shall have the right to control the growth of any and all vegetation, using methods common to rights-of-way maintenance in the industry, within a distance of 20 feet on either side of the line. The Cooperative shall have the right to cut down any dead, weak or leaning tree that is tall enough to endanger the operation and maintenance of said line if said tree is outside the clear-cut area of 20 feet on either side of the lines. All trees cut by the Cooperative shall remain the property of the Owner.

For underground lines, the Cooperative shall have the right to control the growth of any and all vegetation, using methods common to rights-of-way maintenance in the industry, within a distance of 10 feet on either side of the line.

For the purpose of placement, construction, inspections, maintenance, repair, relocation, replacement and operation, the Cooperative has the right of reasonable access across lands of the Owner lying between said easement and any public street or highway.

This conveyance is to the Cooperative, its successors and assigns, shall run with the land, and shall be binding on the heirs, representatives, assignees and grantees of the Owner.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

Notary Public \_\_\_\_\_  
Notary Printed Name \_\_\_\_\_  
\_\_\_\_\_ County, \_\_\_\_\_  
commission expires: \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, the above named \_\_\_\_\_

\_\_\_\_\_ known to me to be the person(s) who executed the foregoing My instrument and acknowledged the same. 11/09

