

Polk County Board of Supervisors  
 Resolution No. 28-17  
 Resolution to Grant Lakeland Communications Right of Way Easement

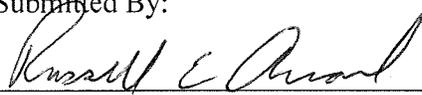
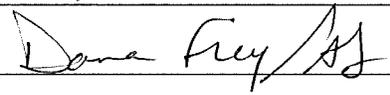
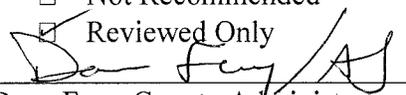
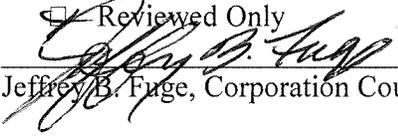
TO THE HONORABLE BOARD OF SUPERVISORS OF THE COUNTY OF POLK,  
 WISCONSIN:

Ladies and Gentlemen:

WHEREAS, Lakeland Communications seeks a right-of way easement to construct, operate and maintain an underground telecommunication cable and above ground equipment in and along County right of way on 220<sup>th</sup> Avenue/CTH G and service lines to 2159 and 2169 220<sup>th</sup> Avenue/CTH G, as described in the proposed Right of Way Easement For Communications Line.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes the grant of easement to Lakeland Communications as described in the Right of Way Easement for Communications Line, attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Section 59.52(6)(c), the Polk County Board of Supervisors directs the County Clerk to execute the easement authorized herein.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	April 18, 2017
Submitted By: 	
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <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

Acknowledgement of County Board Action

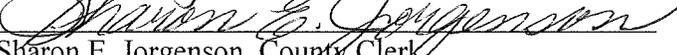
At its regular business meeting on the <sup>23<sup>rd</sup></sup> ~~16<sup>th</sup>~~ day of May 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 28-17: Resolution to Grant Lakeland Communications Right of Way Easement, as follows:

- Enacted by simple majority by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Enacted by unanimous vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_

SIGNED BY:



Dean Johansen, County Board Chairperson

Attest:   
Sharon E. Jorgenson, County Clerk

RIGHT OF WAY EASEMENT FOR COMMUNICATIONS LINE

Exchange: Milltown Easement No.: MLTN-0069

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged Polk County, a body corporate (hereinafter collectively the "Grantors") hereby convey, grant, bargain, sell and assign to LAKELAND COMMUNICATIONS GROUP, LLC. of Milltown, Wisconsin and its successors and assigns (hereinafter the "Grantee"), the easements and rights hereinafter described upon the following described lands of Grantors. TO WIT:

A strip of land one (1) rod in width, lying Northerly of 220th Avenue/County Road "G", the centerline being the first buried cable placed hereunder, AND two (2) strips of land, each eight (8) feet in width, extending across property, the centerline being the first buried cable placed hereunder.

Said strips are located in part of Lot One (1) of Certified Survey Map #5019, recorded in Volume 22 of Certified Survey Maps, Page 126, formerly known as Lot One (1) of Certified Survey Map #4998, recorded in Volume 22, of Certified Survey Maps, Page 105, located in the Southeast Quarter of the Southwest Quarter, (SE1/4-SW1/4), Section 9, Township 35 North, Range 18 West, described in Volume 977, Page 152 as Document #704781, in the office of the Register of Deeds for Polk County, Wisconsin.

(the "Easement Area"), a perpetual right of way and easement over, under and across the Easement Area for the following purpose:

To construct and reconstruct, erect, install, operate, maintain and repair, place and replace thereon, above and below any surface, wire, cable, fiber optic lines or other facilities capable of providing wireless and wire line, cellular and land line, paging, long distance, voice, data including, but not limited to paging, internet access, messaging, e-mail, fax, file transfer, video, video conferencing, video access and any equipment related thereto and other forms of communications, including but not limited to transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by any mode or technology including, but not limited to wire, radio, optical, or other electromagnetic systems or otherwise transmitting voice, data or other communications, including associated facilities and appurtenances thereto including, but not limited to hand holes, conduits, markers, terminal pedestals, and to make changes or additions as it may from time to time deem advisable ("Communication Facilities"). All such Communication Facilities installed by Grantee shall remain the property of Grantee.

Grantors agree that they will not construct or install upon the Easement Area, any buildings or other structures which would interfere with the operation or maintenance of the Communication Facilities.

Grantee retains the right to come upon the Easement Area at any time and for all purposes relating to the exercise of its rights hereunder. Grantors shall have the right to exercise any rights with respect to the Easement Area which are not inconsistent with the terms of this Agreement. This Agreement further grants to Grantee the right for ingress and egress purposes in order for Grantee to exercise the rights and privileges granted herein.

This grant likewise includes a temporary construction easement 20 feet wider than the final easements and the right of ingress and egress on the land of the undersigned for the purpose of exercising the rights herein granted.

The Grantee covenants that it will pay the reasonable value of any physical damage done to the property of the Grantor arising at any time out of the exercise by it of the rights herein granted. The Grantee covenants that it will reasonably restore the surface of the Easement Area to a condition at least equal to that condition in existence immediately prior to the commencement of the construction or installation activities and shall remove all construction debris from the Easement Area upon completion of the construction or installation activities.

The easements granted by this Agreement shall run with the lands described herein and are binding upon the successors and assigns of the parties hereto. Grantee shall have the right to assign the easements or rights granted hereunder, either in whole or in part, without the consent of the Grantors.

IN WITNESS WHEREOF, Grantors have executed this Instrument on this 26th day of May, 2017.

Notary seal for Lori Bodeweger, Polk County, Wisconsin, with signature of Sharon Jorgenson & Jorgenson.

STATE OF WISCONSIN )
COUNTY OF POLK ) ss.

Personally came before me this 26th day of May, 2017, the above-named Sharon Jorgenson for Polk County, a body corporate, to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

Signature of Lori Bodeweger, Notary Public, State of Wisconsin, My Commission: 10/16/2020

This instrument was drafted by: Attorney Daniel T. Hardy, Axley Brynelson, LLP, P. O. Box 1767, Madison, WI 53701-1767

Prepared by: Becky Odgaard, Finley Engineering Company, Inc., 711 S. Hillcrest Parkway, Altoona, WI 54720

Return To:

Finley Engineering Company, 711 S. Hillcrest Parkway, Altoona, WI 54720

020-00228-0100

Tax Parcel Number (PIN)

This Homestead Property (is) (is not)

**CERTIFIED COPY OF POLK COUNTY RESOLUTION**

STATE OF WISCONSIN

COUNTY OF POLK

I Sharon E. Jorgenson, Polk County Clerk do hereby certify that the attached hereto and incorporated herein is a full, true and correct copy of Resolution No. 28-17 Resolution to Grant Lakeland Communications Right of Way Easement, adopted by the Polk County Board of supervisors at its regular business meeting held on 5-23-17.

 5/25/17

Sharon E. Jorgenson, Polk County Clerk

Date