

AGENDA

Eau Claire County

• Committee on Parks & Forest •

Monday, May 9, 2022

5:00 pm

Room AG 203

For those wishing to make public written comment, you must e-mail Winnie Parker at Winnie.Parker@co.eau-claire.wi.us at least 60 minutes prior to the start of the meeting.

1. Call to Order by Chair pro tempore Tami Schraufnagel
2. Confirmation of Meeting Notice
3. Election of Committee Officers
 - a. Parks and Forest Committee Chair – **Discussion/Action**
 - b. Parks and Forest Committee Vice Chair – **Discussion/Action**
 - c. Appointment of Clerk – **Discussion/Action**
4. Review/Approval of Committee Minutes from March 14, 2022 - **Discussion/Action**
5. Public Comment
6. Health Department – Matt Steinbeck addresses E.coli at Lake Altoona
7. Carbon Credit - Overview and update
8. Heartland Property – Appraisal, finance options, offer with contingencies
9. Timber sale approval (Attached bids) - **Discussion/Action**
10. Timber sale extensions (Attached extension list) - **Discussion/Action**
11. Senior Citizen Discount Ordinance 22-23/014 - **Discussion/Action**
 - a. Attachment Ordinance 22-23.014
 - b. Attachment Fact Sheet 22-23.014
12. Easement request for EC Energy Cooperative Resolution 22-23/003 - **Discussion/Action**
 - a. Attachment EC Energy Cooperative Easement Resolution 22-23.003
 - b. Attachment 22-23.003 Fact Sheet
 - c. Attachment Bridge Creek Easement – EC Energy Cooperative

Prepared by Winnie Parker, Parks & Forest

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710 (FAX) 8391669 or (TDD) 8394735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

13. Easement request for Dairyland Power Resolution 22-23/015 - **Discussion/Action**
 - a. Attachment Dairyland Power Resolution 22-23.015
 - b. Attachment 22-23.015 Fact Sheet
 - c. Attachment Eau Claire Easement
 - d. Attachment Easement Payment Agreement

14. Memorial Bench request Lake Altoona - **Discussion/Action**

15. Director's Report

16. Future Committee Meetings and Items for Discussion

Next Meeting – June 13, 2022, at 5 pm

17. Adjourn

Prepared by Winnie Parker, Parks & Forest

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MINUTES

Eau Claire County

• Committee on Parks & Forest •

Monday, April 18, 2022

3:00 pm

Room AG 203

Members: Kevin Stelljes, Joe Knight, Missy Christopherson, Gary Gibson, Tami Schraufnagel

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Winnie Parker – Administrative Specialist III (Committee Clerk), Erika Gullerud – Finance Analyst, Nick Smiar – Ex Officio Member, Kyle Johnson – DNR County Forest Liaison, Jacob Tumm – EC County Forester, Michelle Skinner – Altoona District, Thomas Feck – Advisory Committee Member

Chairman Stelljes called the meeting to order at 3:00 pm and confirmed public posting of the meeting.

Roll call was taken by the committee clerk and is noted above.

The committee reviewed the minutes from the March 14, 2022, meeting. Joe Knight moved to approve the minutes as amended. The minutes passed unanimously.

Michele Skinner of the Altoona District was present and addressed the Committee about the 33 days of beach closures in 2021. The district has gathered a group of volunteers to record geese and seagull activity on and near the lake and Scheels has donated a trail Cam to do the same. They are trying to get a preliminary determination as to whether these birds are contaminating the waters and causing the closures at Altoona Lake Park. She is trying to secure funding to send water samples to the state hygiene lab, which will soon have the capability and science to use DNA signatures to determine what specific kind of E.coli is causing the beach closures.

Kyle Johnson and Jacob Tumm highlighted one tract out of ten (10) for the 2022 Spring Timber Sales, on which, for the first time in Eau Claire County, we have found the Emerald Ash Borer in the county forests. While there are not a lot of ash trees in the county forests, it is good to go ahead and harvest these trees before they die off. Gary Gibson moved to approve the 2022 Spring Timber Sale as presented. All in favor, none opposed.

Advisory Committee Applicant, Thomas Feck, was introduced by Joe Knight to the Committee. After serving 33 years with the Natural Resources Conservation Service, being a part of the Nature Conservancy and Sierra Club for ten (10) years, and as a young adult a part of the Conservation Corps, Tom has a desire to serve on the Advisory Committee now that he has the time, energy, knowledge, and concern for the parks in general. Tom feels he can best engage and contribute his knowledge in Eau Claire County on the Advisory Committee. Joe Knight moved to approve Thomas Feck to the Advisory Committee. All in favor, none opposed.

Two years ago, just before Covid-19 pandemic started, the Committee approved a \$10 discount for senior citizens. Even though this was approved back in 2020, there was no action taken to implement the decision. The Committee, therefore, needs to re-approve the senior discount and further define the parameters of said discount. After some discussion, it was determined to give a \$10 discount to those

65 years and older starting January 2023. Kevin Stelljes moved to authorize Josh Pedersen to draft an ordinance to allow \$10 discounts to those 65 and older starting January 2023. All in favor, none opposed.

Discussions with the owners of the Sand Mine and Anderson properties have discontinued. The discussion, however, for the Heartwood Forest Land is still ongoing and an official appraisal has been conducted. The land appraised at \$3100 per acre, which is lower than the \$4000 the owners are seeking. The owners have indicated that they will not entertain any negotiations without a written offer. This once-in-a-generation opportunity would be a significant acquisition for Eau Claire County, connecting property already owned by the county. The Committee deliberated on what would probably be a multi-year endeavor involving a coalition of individuals and groups on the local, county, and state level, but believe it would be well worth the effort. Kevin Stelljes moved to authorize a draft offer with contingencies be drawn to present to the owners of the Hartwood Forest Land as the next step in the process. All in favor, none opposed.

Further dialogue continued about off-road use in county forests. The fifteen (15) year plan describes where individuals can and cannot go on public lands, but the Committee discussed the need to further define the policy of off-road use, to have available a map of roads and trails for use, and to have said trails clearly marked with seasonal restrictions posted. The goal would be to have such policies and maps in place in the next two years as the county forest road and trail system is quite extensive. Joe Knight moved to have the Advisory Committee draft a use map and define a policy document pertaining to off-road use within the next six (6) months. All in favor, none opposed.

The Committee reviewed the National Rifle Club agreement. Although the club is following through with some of the contingencies of the agreement – like creating a sound mitigation barrier near County Road QQ – they have fallen short of fulfilling other contingencies due to funding. The shooting hours will be revisited in February 2023. No action was taken at this time.

The Director, Josh Pedersen, would like to take this opportunity to thank Kevin Stelljes (10 years) and Gary Gibson (18 years) for their long-standing service to the County and this Committee. Their consistency, advice, and support has been invaluable! We congratulate Kevin Stelljes and Gary Gibson and present them with these plaques commemorating their service. They have left behind good people to carry on their vision and passion, and we invite them to continue to participate as volunteers and/or on the Advisory Committee. We thank them for their many years of service. They are each very much appreciated.

The next meeting date was set for May 9, 2022, at 5:00 pm in room AG 203.

The meeting was adjourned at 4:30 pm.

Respectfully Submitted by,



Winnie Parker

Committee Clerk

Administrative Specialist III – Parks & Forest

EAU CLAIRE COUNTY FOREST - May 5th, 2022 bid opening

TRT 1-22				1	Name -->	Strzok	Strzok						
Product	Pulp/Ton	Bolt/Ton	MBF		Minimum								
Red Oak Saw			95			\$ 450.00	\$ 450.00						
White Pine Saw			20			\$ 140.00	\$ 140.00						
R. Maple Saw			1			\$ 450.00	\$ 450.00						
Oak Bolts		310				\$ 16.00	\$ 16.00						
Oak Pulp	750					\$ 16.00	\$ 16.00						
Red Mple Pulp	80					\$ 16.00	\$ 16.00						
White Pne Pulp	70					\$ 16.00	\$ 16.00						
Aspen Pulp	20					\$ 16.00	\$ 16.00						
Totals	170	310	116		\$41,857.00	\$ 65,680.00	\$ 65,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRT 2-22				4	Name -->	flannel fleet	kron fp	tlusty	bridge creek	flannel fleet			
Product	Pulp/Ton	Bolt/Ton	MBF		Minimum								
Red Pine	1775					\$ 33.00	\$ 15.00	\$ 16.53	\$ 15.75	\$ 33.00			
Jack Pine	40					\$ 33.00	\$ 15.00	\$ 16.53	\$ 15.75	\$ 33.00			
Black Oak	5					\$ 33.00	\$ 1.00	\$ 4.00	\$ 2.00	\$ 33.00			
Totals	1820	0	0		\$24,792.00	\$ 60,060.00	\$ 27,230.00	\$ 30,021.95	\$ 28,596.25	\$ 60,060.00	\$ -	\$ -	\$ -

TRT 3-22				3	Name -->	martins forestry	strzok	martins forestry	Buffalo Lumber				
Product	Tns	Bolt/Ton	MBF		Minimum								
Oak Saw			100			\$ 245.00	\$ 225.00	\$ 245.00	\$ 295.00				
White Oak Saw			2			\$ 245.00	\$ 225.00	\$ 245.00	\$ 445.00				
R. Maple Saw			7			\$ 245.00	\$ 225.00	\$ 245.00	\$ 345.00				
Oak Bolts		310				\$ 40.50	\$ 8.00	\$ 40.50	\$ 14.58				
R. Maple Bolts		130				\$ 40.50	\$ 8.00	\$ 40.50	\$ 14.58				
Oak Pulp	775					\$ 6.20	\$ 8.00	\$ 6.20	\$ 1.82				
R.Maple Pulp	360					\$ 6.20	\$ 8.00	\$ 6.20	\$ 2.08				
Red Pine Pulp	140					\$ 8.80	\$ 8.00	\$ 8.80	\$ 6.81				
Totals	1275	440	109		\$32,137.00	\$ 52,794.00	\$ 38,245.00	\$ 52,794.00	\$ 42,332.90	\$ -	\$ -	\$ -	\$ -

TRT 4-22				5	Name -->	Strzok	Byers Forestry	Northwest Hdwd	Strzok	Martins	Buffalo Lumber		
Product	Tns	Bolt/ton	MBF		Minimum								
Oak Saw			100			\$ 425.00	\$ 400.00	\$ 455.00	\$ 425.00	\$ 285.00	\$ 330.00		
W. Oak Saw			7			\$ 425.00	\$ 400.00	\$ 455.00	\$ 425.00	\$ 285.00	\$ 430.00		
Mx Hdwd Saw			40			\$ 425.00	\$ 400.00	\$ 355.00	\$ 425.00	\$ 285.00	\$ 300.00		

July 2022 Extensions

Sale Number	Contractor	Extension	Increase	Staff Recommendations
1795	Buffalo Lumber and Tie	4	5%	INCREASE
1814	Strzok	3	5%	INCREASE
1828	Tlusty	2	5%	INCREASE
1829	Tlusty	2	5%	INCREASE
1830	Strzok	2	5%	INCREASE

2
3 TO AMEND SECTION 16.30.040 B. OF THE CODE: FEES AND CHARGES

4
5 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

6
7 SECTION 1. That Subsection B. of Section 16.30.040 of the code be amended to read:

8
9 B. Fees. The following fees shall be charged, unless otherwise specified:

10
11 **General Usage Fees**

12	Recreation Area Entrance Fee	
13	per motor vehicle	\$5.00 daily or \$30.00 annually
14	<u>Persons aged 65 and older</u>	<u>\$5.00 daily or \$20.00 annually</u>

15
16 Additional Annual Entrance Stickers \$10.00 for same household

17
18 Required at boat launches, county parks, Evergreen ski trail, Lake Eau Claire beach and
19 Tower Ridge Recreation area (from April 1 to December 1) including disc golf area. Buses
20 for non-school related functions \$6.00 daily fee, buses for school related functions exempt
21 from fees. A registered camper shall be granted up to two free vehicle passes per site for the
22 duration of the camping.
23

24	Replacement Annual	
25	Entrance Sticker	\$10.00

26	Boat Dealers/commercial	
27	Watercraft launch permit	\$50.00/annually

28	Rental of tree planting machine	\$60.00/\$40 per 1000 beyond first 1000 trees
29		charge.

30	Permit for Driveway	
31	off County Forest Roads	\$35.00

32	Special Event Participation Fee	\$5.00 per person
33		\$4.00 per person for nonprofit and
34		government organization events

35	Special Transportation Permit	\$30.00
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36	Lion's Group Camp	\$40/night with a maximum of 6 nights
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38 ENACTED:

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50 Committee on Parks and Forest

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52 Dated this _____ day of _____, 2022.

FACT SHEET

TO FILE NO. 22-23/014

This ordinance amends Section 16.30.040 B. of the Code known as Fees and charges under Title 16, Public Lands and Forest. The amendment provides a \$10.00 discount to all seniors aged 65 and older for the annual park pass. The amendment becomes effective January 1, 2023.

Parks and Forest Department sold approximately 5400 annual passes in 2021; 25-35% of all seasonal passes are sold to persons aged 65 and older.

Fiscal Impact: Negative impact range of \$13,500 - \$18,900

Respectfully Submitted,

Josh Pedersen
Parks and Forest

FACT SHEET

TO FILE NO. 22-23/003

Eau Claire Energy Cooperative is requesting an easement in the Town of Bridge Creek. The easement is to replace overhead utility lines with underground lines and covers four different parcels. The easement allows for Eau Claire Energy Cooperative to have the right to use and access to the properties for service.

This would be highly beneficial to the Cooperative and its members. Additionally, the removal of overhead utility lines allows natural vegetation to return to the property.

FICAL IMPACT: Eau Claire Energy Cooperative has offered to pay twenty-five dollars (\$25.00) for the easement. This is a twenty-five (\$25.00) positive fiscal impact.

Respectfully submitted,

Josh Pedersen
Parks and Forest

FACT SHEET

TO FILE NO. 22-23/015

This resolution grants a utility easement to Dairyland Power Cooperative to install and maintain electrical distribution and communication lines in the Town of Fairchild and Town of Bridge Creek.

Fiscal Impact: \$5,000

Respectfully Submitted,

Josh Pedersen
Parks and Forest

2
3 GRANTING A UTILITY EASEMENT TO DAIRYLAND POWER COOPERATIVE IN THE
4 TOWN OF FAIRCHILD AND TOWN OF BRIDGE CREEK
5

6 WHEREAS, Eau Claire County owns county forest land with such lands administered by
7 the Parks and Forest Department; and
8

9 WHEREAS, Dairyland Power Cooperative currently operates an existing electrical
10 transmission line in the Town of Fairchild and Town of Bridge Creek under easements recorded
11 in 1949 and 1950; and
12

13 WHEREAS, Dairyland Power Cooperative has requested to update such easements to
14 provide for the reconstruction of the existing electrical transmission line and to clearly define the
15 legal description of such easement areas; and
16

17 WHEREAS, the areas affected by the proposed utility easement are described and set forth
18 in Exhibit "A"; and
19

20 WHEREAS, Dairyland Power Cooperative has offered five thousand dollars (\$5,000) to
21 purchase the utility easement; and
22

23 WHEREAS, accepting the offer to update the utility easement is in Eau Claire County's
24 best interests.
25

26 NOW, THEREFORE BE IT RESOLVED that the Eau Claire County Board of Supervisors
27 grants an easement set forth in Exhibit "A" to Dairyland Power Cooperative for the sum of five
28 thousand dollars (\$5,000); and
29

30 BE IT FURTHER RESOLVED that the County Clerk is authorized to sign all documents
31 necessary to transfer the aforementioned easement to the Dairyland Power Cooperative.
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43 Committee on Parks and Forest
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2
3 GRANTING UTILITY EASEMENTS TO EAU CLAIRE ENERGY COOPERATIVE IN
4 SECTION 4, T26N, R6W, IN THE TOWN OF BRIDGE CREEK

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6 WHEREAS, Eau Claire County owns county forest land known as Lake Eau Claire County Park; and

7
8 WHEREAS, Eau Claire County lands are administered by the Parks and Forest Department; and

9
10 WHEREAS, Eau Claire Energy Cooperative is requesting easements to the Lake Eau Claire County
11 Park area to remove overhead utility lines and to install new utility lines underground; and

12
13 WHEREAS, the areas affected by the Bridge Creek easement cover four parcels and are described
14 and set forth in the proposed easement and attached as Exhibit "A;" and

15
16 WHEREAS, Eau Claire Energy Cooperative offers to purchase the utility easement described for the
17 sum of twenty-five dollars (\$25.00); and

18
19 WHEREAS, the utility easement allows right of use and access for service.

20
21 NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors grant
22 easements to Eau Claire Energy Cooperative for the purpose of removing overhead lines and
23 installing underground utility lines in the Towns of Bridge Creek for the sum of twenty-five dollars
24 (\$25.00); and

25
26 BE IT FURTHER RESOLVED that the County Clerk is authorized to sign all documents necessary
27 to transfer the aforementioned easement to the Eau Claire Energy Cooperative.

28
29 I hereby certify that the foregoing
30 correctly represents the action of the
31 Committee on Parks and Forest on
32 March ____, 2022 by a vote
33 of ____ for, and ____ against.

34
35 _____
36 Kevin Stelljes, Chair
37 Committee on Parks and Forest

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39 CRE
40

DRAFTED BY: Kurt D. Childs, Dairyland Power Cooperative, P.O. Box 817,
La Crosse, WI 54602-0817 / Tel.:#608/788-4000

RE-32RBD
7/00

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE

Know All Men By These Presents: That Eau Claire County, a quasi municipal corporation, Grantor(s), claiming title by Tax Deed dated October 17, 1950 and recorded June 4, 1954, as Document Number 278524; by Tax Deed dated June 14, 1927 and recorded October 30, 1935, as Document Number 189678; by Warranty Deed dated September 22, 1952 and recorded October 29, 1952, as Document Number 269926; by Tax Deed dated March 6, 1933 and recorded March 7, 1933, as Document Number 180974; by Tax Deed dated October 1, 1940 and recorded October 31, 1946, as Document Number 236068; by Tax Deed dated February 1, 1933 and recorded October 19, 1937, as Document Number 196553, in Volume 115 on Page 383; by Tax Deed dated February 1, 1932 and recorded October 14, 1937, as Document Number 196497, in Volume 115 on Page 382; by Warranty Deed dated March 27, 1997 and recorded April 4, 1997, as Document Number 715071, in Volume 1020 on Page 837; by Tax Deed dated June 10, 1930 and recorded June 8, 1934, as Document Number 184612, in Volume 115 on Page 343; by Warranty Deed dated December 21, 1976, as Document Number 436886, in Volume 449 on Page 491; by Tax Deed dated October 18, 1955 and recorded October 1, 1959, as Document Number 308517, in Volume 146 on Page 430; by Tax Deed dated December 3, 1935 and recorded July 21, 1941, as Document Number 209959, in Volume 115 on Page 421; and, by Tax Deed dated June 8, 1926 and recorded May 25, 1933, as Document Number 181440, in Volume 115 on Page 284, all in the Office of the Register of Deeds, Eau Claire County, Wisconsin, in consideration of the sum of Five Thousand Dollars (\$5,000.00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant, and convey unto

Return to:
DAIRYLAND POWER COOPERATIVE
P.O. Box 817
La Crosse, Wisconsin 54602-0817
ATTN: RE/RW & Related Services Dept.

010-1013-10-000; 010-1020-03-000;
010-1020-02-000; 010-1019-02-000;
010-1024-07-000; 010-1006-07-000;
002-1069-02-000; 002-1055-04-000;
002-1054-05-000; 002-1054-02-000;
002-1045-07-000; 002-1052-07-000;
002-1047-03-000; 002-1049-02-000;
002-1049-03-000

Parcel Identification Number

Line: N-380 Formerly: N-380
Parcel: 8 Formerly: 84, 89, 90, 100, 104

DAIRYLAND POWER COOPERATIVE

a Wisconsin non-stock cooperative association, its successors, licensees, lessees, tenants, subsidiaries or assigns, hereinafter called Grantee, the exclusive perpetual right and easement to enter upon the property of the Grantors as described in the instrument(s) recited above, to survey, construct, reconstruct, replace, operate, maintain, renew and remove in, upon, over and across the hereinafter described right of way strip, electric transmission, electric distribution, and communication line system(s), or any combination thereof, overhead and underground and all devices appurtenant thereto, including, without limitation by specification, structures, crossarms, transformers, splice boxes, conduits, and other such appliances, accessories, footings, and supporting devices as Grantee deems necessary for the purpose of exercising the rights and easement herein granted. The right, permission, and authority to apportion the rights herein to third parties is also granted to the Grantee, together with the right to cut down and remove all trees and bushes, or apply chemicals for purposes of controlling brush, now or hereafter, growing upon the right of way strip, including, with the prior written consent of the Grantor, the removal of tall or leaning trees adjacent to or near said right of way strip which may endanger the facilities authorized hereunder or impede the access to said right of way strip, with said written consent not being unreasonably withheld, and the right of uninterrupted access, ingress, and egress to and from the right of way strip over existing roadway(s) and trails on the adjacent property of the Grantor which will cause the least possible interference with existing land use.

Actual damage to crops, fences, improvements and soil of the Grantor(s), its successors, heirs, assigns, or tenants, caused by employees, agents, or contractors of the Grantee, shall be promptly paid by the Grantee.

Grantor(s) expressly reserve(s) the use of the right of way strip, for such purposes which are not inconsistent with the rights herein granted (i.e. forest management purposes). No structure(s) will be erected, or inflammable material placed or accumulated, or trees planted on said right of way strip by Grantor(s), who further covenant(s) and agree(s) that the elevation of the existing ground surface within the right of way strip will not be altered by Grantor more than one (1) foot without the written consent of Grantee, and that no fences, gates, signs, posters, or other attachments shall be placed on or attached to the supporting structures.

Said right of way is a strip of land 80 feet in width, lying within or partly within the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 6; N $\frac{1}{2}$ -NW $\frac{1}{4}$, NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 9, NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 11; and, the NE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 3, in T25N, R5W, Town of Fairchild; and, partly with in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 34, NE $\frac{1}{4}$ -SE $\frac{1}{4}$, SE $\frac{1}{4}$ -NE $\frac{1}{4}$, NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 27; SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 22, SW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 23, NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 26; and, the S $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 24, in T26N, R5W, Town of Bridge Creek, all in the County of Eau Claire, State of Wisconsin, and being specifically described as lying 40 feet on each side of the following described centerline:

Commencing at the S $\frac{1}{4}$ corner of Section 6, T25N, R5W, thence East, a distance of approximately 1,324 feet to the SW corner of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 6; thence North, a distance of approximately 109 feet to a point on the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$, and the **point of beginning** of this centerline description; thence S87°25'33"E, a distance of approximately 33 feet, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 9, T25N, R5W, said point being approximately 40 feet South of the NW corner of said Section 9; thence S89°11'11"E, a distance of approximately 379 feet; thence S89°33'45"E, a distance of approximately 2,256 feet to a point on the East line of the NE $\frac{1}{4}$ -NW $\frac{1}{4}$ of said Section 9, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the East line of Section 9, T25N, R5W, said point being approximately 45 feet South of the NE corner of said Section 9; thence N89°33'45"W, a distance of approximately 1317 feet to a point on the West line of NE $\frac{1}{4}$ -NE $\frac{1}{4}$ of said Section 9, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 11, T25N, R5W, said point being approximately 39 feet South of the NW corner of said Section 11; thence S89°31'42"E, a distance of approximately 108 feet, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the North line of the SE $\frac{1}{4}$ of Section 3, T25N, R5W, said point being 36 feet West of the E $\frac{1}{4}$ corner of said Section 3; thence S01°07'12"W, a distance of approximately 1317 feet to a point on the South line of the NE $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 3, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the North line of Section 34, T26N, R5W, said point being 30 feet West of the NE corner of said Section 34; thence S00°36'27"W, a distance of approximately 1317 feet to a point on the South line of NE¼-NE¼ of said Section 34, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Commencing at the E¼ corner of Section 27, T26N, R5W, thence South, a distance of approximately 1319 feet to the SE corner of the NE¼-SE¼ of said Section 27; thence West, a distance of approximately 33 feet to a point on the South line of said NE¼-SE¼, and the **point of beginning** of this centerline description; thence N00°36'27"E, a distance of approximately 2830 feet; thence N00°32'08"W, a distance of approximately 1134 feet; thence S89°37'38"E, a distance of approximately 1388 feet to a point on the East line of the SW¼-SW¼ of Section 23, T26N, R5W, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 24, T26N, R5W, said point being 42 feet North of the SW corner of said Section 24; thence S89°37'38"E, a distance of approximately 2632 feet to a point on the East line of the SE¼-SW¼ of said Section 24, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

All bearings referenced to Wisconsin State Plane Coordinate System Central Zone NAD'83(91) 4802, distances are US Feet (bearings and distances are Grid values).

This easement is also given to provide for the reconstruction of the electrical transmission line originally constructed and operated under the auspices of those certain easement instruments dated February 10, 1950 and recorded March 1, 1950, as Document Number 255487, in Volume 198 on Page 240; dated March 3, 1950 and recorded March 16, 1950, as Document Number 255705, in Volume 202 of Deeds on Page 61; dated December 30, 1949 and recorded June 19, 1953, as Document Number 273312, in Volume 202 of Deeds on Page 271; and, dated May 2, 1950 and recorded May 19, 1950, as Document Number 256719, in Volume 202 of Deeds on Page 73; all in the Office of the Register of Deeds; and, under that certain report of commissioners and award of damages dated September 26, 1950 and filed with the Clerk of Court, all in County of Eau Claire County, Wisconsin, and further, to provide a legal description defining the location of said existing transmission line at its reconstructed location.

TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto unto said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, and assigns of the Grantors and Grantee.

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens or encumbrances: None.

And the undersigned owner(s) and holder(s) of NA as to said property above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said encumbrance(s), by their/its signature(s) below or by separate instrument.

RE-04RBD

7/00

Section:	<u>6, 9, 11, 3</u>	T	<u>25</u>	N	R	<u>5</u>	W
Section:	<u>34, 27, 26, 22, 23, 24</u>	T	<u>26</u>	N	R	<u>5</u>	W
Line:	<u>N-380</u>		Formerly:	<u>N-380</u>			
Parcel Number:	<u>8</u>		Formerly:	<u>84, 89, 90, 100, 104</u>			

EASEMENT PAYMENT AGREEMENT

THIS AGREEMENT IS MADE by and between Eau Claire County, a quasi municipal corporation, hereinafter called the Grantor(s), and Dairyland Power Cooperative, of La Crosse, Wisconsin, hereinafter called the Grantee.

WHEREAS, The Grantee desires to reconstruct the existing facilities of the Electrical Transmission Line which was originally constructed and operated under the auspices of those certain easement instruments entitled "Right of Way for Rural Electric Line" dated February 10, 1950 and recorded March 1, 1950, as Document Number 255487, in Volume 198 on Page 240; dated March 3, 1950 and recorded March 16, 1950, as Document Number 255705, in Volume 202 of Deeds on Page 61; dated December 30, 1949 and recorded June 19, 1953, as Document Number 273312, in Volume 202 of Deeds on Page 271; and, dated May 2, 1950 and recorded May 19, 1950, as Document Number 256719, in Volume 202 of Deeds on Page 73; all in the Office of the Register of Deeds; and, under that certain report of commissioners and award of damages dated September 26, 1950 and filed with the Clerk of Court, all in County of Eau Claire County, Wisconsin.

WHEREAS, said instrument recited herein above provides for the repair, maintenance, relocation, and replacement of said transmission facilities;

WHEREAS, said instrument recited herein above grants unto Grantee the right to place and construct said electrical transmission line facilities along a corridor which is therein undefined and by legal description encumbers lands in excess of the right of way strip necessary to accommodate said electrical transmission line facilities; and

WHEREAS, Grantor and Grantee have determined that it is desirable to execute a replacement easement instrument entitled "RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE", bearing even date herewith, and which specifically sets forth the easement rights granted under the original easement instrument as referenced herein above, and further, to provide a legal description defining the location of the right of way strip of said electrical transmission line as replaced and reconstructed.

NOW THEREFORE, In consideration of the premises, it is hereby mutually agreed by and between the parties as follows:

1. The Grantor(s) agree(s) to accept \$5,000 as full payment for and in consideration of the rights and easements herein stated;
2. The above consideration will be made payable solely to Eau Claire County_____;
3. The Grantee will maintain an existing 69kV Electrical Transmission Line and systems.
4. The Grantee will install associated structures and assemblies.

All of the above subject to the reservation in the Grantor(s) of right of recovery for damage to crops, fences and improvements as a result of construction and maintenance of said lines.

IN WITNESS WHEREOF, We hereunto set our hands and seals this _____ day of _____, 20____.

DAIRYLAND POWER COOPERATIVE

Eau Claire County

By: _____

Its: _____

By: _____

Its: _____

DRAFTED BY: Kurt D. Childs, Dairyland Power Cooperative, P.O. Box 817,
La Crosse, WI 54602-0817 / Tel.#:608/788-4000

RE-32RBD
7/00

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE

Know All Men By These Presents: That Eau Claire County, a quasi municipal corporation, Grantor(s), claiming title by Tax Deed dated October 17, 1950 and recorded June 4, 1954, as Document Number 278524; by Tax Deed dated June 14, 1927 and recorded October 30, 1935, as Document Number 189678; by Warranty Deed dated September 22, 1952 and recorded October 29, 1952, as Document Number 269926; by Tax Deed dated March 6, 1933 and recorded March 7, 1933, as Document Number 180974; by Tax Deed dated October 1, 1940 and recorded October 31, 1946, as Document Number 236068; by Tax Deed dated February 1, 1933 and recorded October 19, 1937, as Document Number 196553, in Volume 115 on Page 383; by Tax Deed dated February 1, 1932 and recorded October 14, 1937, as Document Number 196497, in Volume 115 on Page 382; by Warranty Deed dated March 27, 1997 and recorded April 4, 1997, as Document Number 715071, in Volume 1020 on Page 837; by Tax Deed dated June 10, 1930 and recorded June 8, 1934, as Document Number 184612, in Volume 115 on Page 343; by Warranty Deed dated December 21, 1976, as Document Number 436886, in Volume 449 on Page 491; by Tax Deed dated October 18, 1955 and recorded October 1, 1959, as Document Number 308517, in Volume 146 on Page 430; by Tax Deed dated December 3, 1935 and recorded July 21, 1941, as Document Number 209959, in Volume 115 on Page 421; and, by Tax Deed dated June 8, 1926 and recorded May 25, 1933, as Document Number 181440, in Volume 115 on Page 284, all in the Office of the Register of Deeds, Eau Claire County, Wisconsin, in consideration of the sum of Five Thousand Dollars (\$5,000.00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant, and convey unto

Return to:
DAIRYLAND POWER COOPERATIVE
P.O. Box 817
La Crosse, Wisconsin 54602-0817
ATTN: RE/RW & Related Services Dept.

010-1013-10-000; 010-1020-03-000;
010-1020-02-000; 010-1019-02-000;
010-1024-07-000; 010-1006-07-000;
002-1069-02-000; 002-1055-04-000;
002-1054-05-000; 002-1054-02-000;
002-1045-07-000; 002-1052-07-000;
002-1047-03-000; 002-1049-02-000;
002-1049-03-000

Parcel Identification Number

Line: N-380 Formerly: N-380
Parcel: 8 Formerly: 84, 89, 90, 100, 104

DAIRYLAND POWER COOPERATIVE

a Wisconsin non-stock cooperative association, its successors, licensees, lessees, tenants, subsidiaries or assigns, hereinafter called Grantee, the exclusive perpetual right and easement to enter upon the property of the Grantors as described in the instrument(s) recited above, to survey, construct, reconstruct, replace, operate, maintain, renew and remove in, upon, over and across the hereinafter described right of way strip, electric transmission, electric distribution, and communication line system(s), or any combination thereof, overhead and underground and all devices appurtenant thereto, including, without limitation by specification, structures, crossarms, transformers, splice boxes, conduits, and other such appliances, accessories, footings, and supporting devices as Grantee deems necessary for the purpose of exercising the rights and easement herein granted. The right, permission, and authority to apportion the rights herein to third parties is also granted to the Grantee, together with the right to cut down and remove all trees and bushes, or apply chemicals for purposes of controlling brush, now or hereafter, growing upon the right of way strip, including, with the prior written consent of the Grantor, the removal of tall or leaning trees adjacent to or near said right of way strip which may endanger the facilities authorized hereunder or impede the access to said right of way strip, with said written consent not being unreasonably withheld, and the right of uninterrupted access, ingress, and egress to and from the right of way strip over existing roadway(s) and trails on the adjacent property of the Grantor which will cause the least possible interference with existing land use.

EXHIBIT A

Actual damage to crops, fences, improvements and soil of the Grantor(s), its successors, heirs, assigns, or tenants, caused by employees, agents, or contractors of the Grantee, shall be promptly paid by the Grantee.

Grantor(s) expressly reserve(s) the use of the right of way strip, for such purposes which are not inconsistent with the rights herein granted (i.e. forest management purposes). No structure(s) will be erected, or inflammable material placed or accumulated, or trees planted on said right of way strip by Grantor(s), who further covenant(s) and agree(s) that the elevation of the existing ground surface within the right of way strip will not be altered by Grantor more than one (1) foot without the written consent of Grantee, and that no fences, gates, signs, posters, or other attachments shall be placed on or attached to the supporting structures.

Said right of way is a strip of land 80 feet in width, lying within or partly within the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 6; N $\frac{1}{2}$ -NW $\frac{1}{4}$, NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 9, NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 11; and, the NE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 3, in T25N, R5W, Town of Fairchild; and, partly with in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 34, NE $\frac{1}{4}$ -SE $\frac{1}{4}$, SE $\frac{1}{4}$ -NE $\frac{1}{4}$, NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 27; SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 22, SW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 23, NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 26; and, the S $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 24, in T26N, R5W, Town of Bridge Creek, all in the County of Eau Claire, State of Wisconsin, and being specifically described as lying 40 feet on each side of the following described centerline:

Commencing at the S $\frac{1}{4}$ corner of Section 6, T25N, R5W, thence East, a distance of approximately 1,324 feet to the SW corner of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 6; thence North, a distance of approximately 109 feet to a point on the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$, and the **point of beginning** of this centerline description; thence S87°25'33"E, a distance of approximately 33 feet, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 9, T25N, R5W, said point being approximately 40 feet South of the NW corner of said Section 9; thence S89°11'11"E, a distance of approximately 379 feet; thence S89°33'45"E, a distance of approximately 2,256 feet to a point on the East line of the NE $\frac{1}{4}$ -NW $\frac{1}{4}$ of said Section 9, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the East line of Section 9, T25N, R5W, said point being approximately 45 feet South of the NE corner of said Section 9; thence N89°33'45"W, a distance of approximately 1317 feet to a point on the West line of NE $\frac{1}{4}$ -NE $\frac{1}{4}$ of said Section 9, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 11, T25N, R5W, said point being approximately 39 feet South of the NW corner of said Section 11; thence S89°31'42"E, a distance of approximately 108 feet, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the North line of the SE $\frac{1}{4}$ of Section 3, T25N, R5W, said point being 36 feet West of the E $\frac{1}{4}$ corner of said Section 3; thence S01°07'12"W, a distance of approximately 1317 feet to a point on the South line of the NE $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 3, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the North line of Section 34, T26N, R5W, said point being 30 feet West of the NE corner of said Section 34; thence S00°36'27"W, a distance of approximately 1317 feet to a point on the South line of NE¼-NE¼ of said Section 34, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Commencing at the E¼ corner of Section 27, T26N, R5W, thence South, a distance of approximately 1319 feet to the SE corner of the NE¼-SE¼ of said Section 27; thence West, a distance of approximately 33 feet to a point on the South line of said NE¼-SE¼, and the **point of beginning** of this centerline description; thence N00°36'27"E, a distance of approximately 2830 feet; thence N00°32'08"W, a distance of approximately 1134 feet; thence S89°37'38"E, a distance of approximately 1388 feet to a point on the East line of the SW¼-SW¼ of Section 23, T26N, R5W, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

and;

Beginning at a point on the West line of Section 24, T26N, R5W, said point being 42 feet North of the SW corner of said Section 24; thence S89°37'38"E, a distance of approximately 2632 feet to a point on the East line of the SE¼-SW¼ of said Section 24, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to contiguously extend as necessary to intersect with existing, adjacent property lines and the total easement width shall not exceed 80 feet.

All bearings referenced to Wisconsin State Plane Coordinate System Central Zone NAD'83(91) 4802, distances are US Feet (bearings and distances are Grid values).

This easement is also given to provide for the reconstruction of the electrical transmission line originally constructed and operated under the auspices of those certain easement instruments dated February 10, 1950 and recorded March 1, 1950, as Document Number 255487, in Volume 198 on Page 240; dated March 3, 1950 and recorded March 16, 1950, as Document Number 255705, in Volume 202 of Deeds on Page 61; dated December 30, 1949 and recorded June 19, 1953, as Document Number 273312, in Volume 202 of Deeds on Page 271; and, dated May 2, 1950 and recorded May 19, 1950, as Document Number 256719, in Volume 202 of Deeds on Page 73; all in the Office of the Register of Deeds; and, under that certain report of commissioners and award of damages dated September 26, 1950 and filed with the Clerk of Court, all in County of Eau Claire County, Wisconsin, and further, to provide a legal description defining the location of said existing transmission line at its reconstructed location.

TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto unto said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, and assigns of the Grantors and Grantee.

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens or encumbrances: None.

And the undersigned owner(s) and holder(s) of NA as to said property above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said encumbrance(s), by their/its signature(s) below or by separate instrument.

WITNESS THE HANDS AND SEALS OF THE GRANTOR(S) (and the person(s), if any, joining in and consenting to this easement) this _____ day of _____, 20__.

In the Presence of:

Eau Claire County

By: _____

Its: _____

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me on _____ (date)

by _____ (names of persons signing the document)

as _____ of **Eau Claire County** (type of authority i.e, trustees, president, secretary) (name of party i.e. bank, trust)

Notary Public in the State of _____
My Commission Expires: _____

UTILITY EASEMENT AGREEMENT

EAU CLAIRE COUNTY

(hereinafter called the "Grantor"), and any lienholder executing this easement, for a valuable consideration, does hereby grant, warrant and convey unto EAU CLAIRE ENERGY COOPERATIVE, 8214 US Highway 12, FALL CREEK, WISCONSIN, 54742, a cooperative organized under Chapter 185 Wisconsin Statutes, hereinafter called the "Cooperative",

its successors and assigns, with full right to lease, sublet, and license its rights hereunder, the perpetual right, privilege and easement to enter upon the rights of way described hereinafter, and to construct, operate, repair, maintain, relocate, reconstruct, and replace over and under the surface thereof, lines for the transmission and distribution of electric energy, petroleum products, and communications signals.

Said easement shall consist of two distinct rights-of-way, the service easement and the distribution easement. The service easement may cross any of Grantor's lands, described below, for the purpose of bringing electrical service from distribution lines to the service entrance of any electrical service on the premises. The distribution easement shall be for lines which are now, or in the future become, part of the system for serving Cooperative members in addition to Grantor. Both easements are further described herein.

SUBDIVISIONS: If Grantor's land is subdivided and utility easements are shown on the subdivision map, this easement includes all such "Utility Easements." If not included in said "Utility Easements," this easement includes a strip of land fifteen feet wide wherever a boundary of such lot abuts a public right-of-way and a strip six feet wide along each other boundary of each such lot.

COOPERATIVE'S FACILITIES: "Lines" includes cable, poles, anchors and guy wires, conduits, transformers and all accessories and appurtenances which the Cooperative determines to be necessary and appropriate therefor, whether above or below the ground and shall remain the property of the Cooperative which shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable. The Cooperative may place signs on the easement for the purpose of monumenting the easement area.

ACCESS: This easement also grants the Cooperative the right of access to any described easement area through, over, and across other adjacent lands of Grantor, provided that said access shall be by a route which, in Grantee's judgement, will cause the least practical damage and further provided that the Cooperative will repair, restore, or reasonably compensate Grantor for any damage resulting from such use of adjacent lands.

SERVICE EASEMENT: Wherever the service easement contains overhead lines, it shall be 30 feet¹ wide. Wherever the service easement contains underground lines, it shall be 15 feet¹ wide. The center line of the service easement, which may be relocated from time to time, shall be the electrical service line running from the distribution easement to the service entrance on the premises served.

DISTRIBUTION EASEMENT: Wherever the distribution easement lies adjacent to a public highway, it shall be a strip of land 15 feet¹ wide if the line is single-phase and 20 feet¹ wide if the line is now or is later upgraded to three-phase, even if the highway is changed or relocated. In other areas, whenever the distribution easement contains overhead lines, it shall be 30 feet¹ wide if the line is single-phase and 40 feet¹ wide if the line is now or is later upgraded to three-phase. Wherever the distribution easement contains underground lines, it shall be 20 feet¹ wide. The center line of the distribution easement shall be the center most conductor of the line unless the easement is described otherwise on the reverse hereof or an attachment hereto.

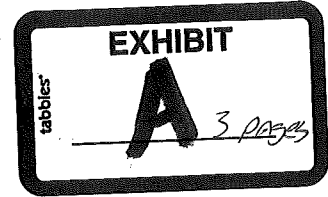
This easement also includes any location used by the Cooperative at any time to place one or more anchors on Grantors' land outside the easement strip to support the Cooperative's facilities constructed within the defined easement strip, and the area necessary for service of said anchor which is defined as a circle with a radius of 10 feet centered on any such anchor facilities and a strip twenty feet wide between that anchor and the foregoing easement, the center line of which shall be a line on the ground directly beneath the guy line attached to said anchor.

OVERHEAD LINE SAFETY: If any of said facilities are constructed above the ground, the Cooperative may, by chemical, mechanical or other means, cut, trim and control the growth of vegetation within the easement and may cut down or trim from time to time all dead, weak, leaning or dangerous trees or limbs on lands adjacent to the right-of-way, which could strike the wires in falling, as it deems necessary or appropriate.

UNDERGROUND SAFETY: If any of said facilities are constructed in or under the ground, the Cooperative may excavate the soil within the easement described herein, and remove trees, rocks and other obstructions, as necessary,

¹Unless changed in this footnote:

Service Easement _____ Overhead _____ Underground _____ Easement Width _____
Distribution Easement _____ Overhead _____ Underground _____ Easement Width _____



Return to:

Eau Claire Energy Cooperative
8214 US Highway 12
P.O. Box 368
Fall Creek, WI 54742

Parcel No: 002108409000,
00213180900, 002108404000,
002108405000

W.O. Number: 22001

for the construction, maintenance, repair, replacement, safety or operation of said line or lines. No owner or occupant of the land may dig or excavate within the easement, or permit others to do so, except as permitted by the Cooperative.

GRANTOR'S USE: The land within the easement may be used for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation and maintenance of the Cooperative's facilities. However, the easement shall at all times be kept clear of buildings, structures, obstructions or any condition which violates the National Electrical Safety Code, the Wisconsin Electrical Code, or the safety regulations of the Cooperative. Once lines have been constructed or installed, the surface elevation over or under said lines may not be altered by more than six inches unless permitted in writing by the Cooperative.

BINDING AGREEMENT: This conveyance is binding on and inures to the benefit of the heirs, representatives, assigns, successors, and grantees of the Grantor. The Cooperative reserves the right to license, permit, or otherwise agree to the use of the easement by any person or entity for the transmission of energy or of communication signals of any kind. The Cooperative reserves the right to charge for such a license, permit, or agreement.

Additional space for legal description or special provisions:

Section 4 , Township 26 North, Range 06 West

[Inapplicable unless filled in] Easement located on the N S E W (circle one) _____ feet of:

SEE ADDITIONAL SHEET FOR DESCRIPTIONS

If checked here, additional sheet is attached for legal description or other information.

Dated this _____ day of _____, 20_____.

Grantor:

Signature _____

Printed name EAU CLAIRE COUNTY

Signature _____

Printed name _____

Grantor:

Signature _____

Printed name _____

Signature _____

Printed name _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss
_____ County)

Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss
_____ County)

Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

Additional space for legal description or special provisions:

SE-NW EX LAKE EAU CLAIRE & EX 1ST ASR PLAT OF LAKE EAU CLAIRE NORTH ENTERED IN CFL BEG 1986 PER 637/706, LYING IN THE SE-NW OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 WEST, TOWN OF BRIDGE CREEK, EAU CLAIRE COUNTY, WISCONSIN

AND

OL 16 BLK 13 FIRST ASSESSOR'S PLAT OF LAKE EAU CLAIRE NORTH TO THE TOWN OF BRIDGE CREEK. LYING IN THE SE-NW OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 WEST, TOWN OF BRIDGE CREEK, EAU CLAIRE COUNTY, WISCONSIN

AND

SW-NE EX LAKE EAU CLAIRE & EX 1ST ASR PLAT OF LAKE EAU CLAIRE NORTH, LYING IN THE SW-NE OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 WEST, TOWN OF BRIDGE CREEK, EAU CLAIRE COUNTY, WISCONSIN

AND

SE-NE EX LAKE EAU CLAIRE & EX 1ST ASR PLAT OF LAKE EAU CLAIRE NORTH, LYING IN THE SE-NE OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 WEST, TOWN OF BRIDGE CREEK, EAU CLAIRE COUNTY, WISCONSIN

