

Enrolled Ordinance 171-070

APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE TRAIL CORRIDOR

WHEREAS, Wisconsin Electric Power Company d/b/a We Energies has requested permission to construct, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as the Bugline Trail Corridor, located in the northwest quarter of the southwest quarter, the northeast quarter of the southwest quarter, the southwest quarter of the southwest quarter and the southeast quarter of the southwest quarter of Section 22, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin, and

WHEREAS, it is deemed desirable to allow We Energies to construct, install, operate, maintain, repair, replace and extend underground utility facilities on Waukesha County's land for the purpose of maintaining electrical and communications service to area properties, in the Village of Sussex, and

WHEREAS, it is necessary to provide an easement from Waukesha County to We Energies for the purpose of constructing, installing, operating, maintaining, repairing, replacing and extending underground utility facilities on County-owned land.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of a Distribution Easement Underground to Wisconsin Electric Power Company for the purpose of constructing, installing, operating, maintaining, repairing, replacing and extending underground utility facilities on County-owned land known as the Bugline Trail Corridor, which will be recorded in the Office of the Register of Deeds, is hereby approved.

BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may execute said Easement on behalf of Waukesha County.

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **3972654**              IO NO.    **51260**

For the sum of \$650.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WAUKESHA COUNTY, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies** , hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land **Twelve (12) Feet** in width being a part of Grantor's lands known as the **Bugline Recreational Trail** located in the **Northwest ¼ of the Southwest ¼, the Northeast ¼ of the Southwest ¼, the Southwest ¼ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ of Section 22, Township 8 North, Range 19 East**, Village of Sussex, Waukesha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

(See attachment for Parcel Information)

- 1. Purpose:** 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 switch-fuse units, 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 as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services. The placement of all such underground equipment within the easement area shall be in conformance with plans and/or drawings approved by Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Trees, bushes, branches and roots may be trimmed within the 12-foot wide easement area by Grantee so as not to interfere with Grantee's use of the easement area. Prior to any such trimming, Grantee shall consult with the Waukesha County Department of Parks and Land Use in order to minimize any potential negative impacts of the trimming upon trees and bushes. No trees or bushes shall be removed from within the 12-foot wide easement area without the prior approval of the Waukesha County Park System, which approval shall not be unreasonably withheld conditioned or delayed provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein. Grantee may not trim, cut down or remove trees and bushes outside the 12-foot wide easement area without prior approval of the Waukesha County Park System.
- 2. Consistent Uses Allowed:** The Grantor reserves the right to use the easement area for purposes which are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein.
- 3. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area. Except in the case of an emergency, Grantee or its agents shall provide Grantor 24 hours' advance notice of entry.
- 4. Buildings or Other Structures:** Grantor agrees that no new 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 codes or any amendments thereto. Grantee acknowledges that a County trail currently exists within the easement area.
- 5. 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.

6. **Restoration:** Grantee agrees to restore or cause to have restored any and all damages to Grantor's land, including the Bugline Recreational Trail, which resulted from Grantee's entrance and/or performance of its work while in the exercise of its rights hereunder, 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 and for which, where necessary under the terms hereof, Grantee has obtained prior approval to remove.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
8. **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.
9. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Wisconsin Electric Power Company will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantor's employees, agents and invitees.
10. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **Invalidity:** If any term or condition of this easement, or the application of this easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. **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.
13. **Entire Agreement:** This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

[Signatures on Next Pages]

**Grantor:**

**WAUKESHA COUNTY, a municipal corporation**

By \_\_\_\_\_

Dale R. Shaver, Director, Parks and Land Use

Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Dale R. Shaver, Director of the Waukesha County Department of Parks and Lane Use on behalf of Waukesha County.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires: \_\_\_\_\_

This instrument was drafted by Nicole Smullen on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

LINE	BEARING	DISTANCE
L1	N56°13'02"W	7.21'
L2	N00°03'39"E	49.89'
L3	S56°13'02"E	354.99'
L4	S56°13'30"E	427.00'
L5	N62°21'55"E	21.07'
L6	S56°13'30"E	34.5'



BEGINNING OF EASEMENT

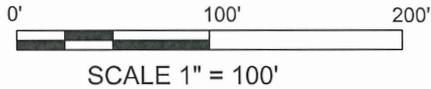
L1

LOT 1  
C.S.M. NO. 8140

LOT 1  
C.S.M. NO. 10188

LOT 1  
C.S.M. NO. 11180

END OF EASEMENT



**KEY:**

--- CENTERLINE OF A 12' WIDE UTILITY EASEMENT

PAGE 01 OF 01



**EXHIBIT "A"**

Being A Part of the NW 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4,  
the SW 1/4 of the SW 1/4, and the SE 1/4 of the SW 1/4  
SECTION 22, TOWNSHIP 8 NORTH, RANGE 19 EAST  
VILLAGE OF SUSSEX  
WAUKESHA COUNTY, WISCONSIN

DRAWN BY: T.L. BROWN

DATE: NOVEMBER 28, 2016

WR NUMBER: 3972654

REVISIONS: \_\_\_\_\_

Referred on: 01/05/17

Referred to: LU 5



Easement Area

Pick N Save  
N65W24838  
Main Street  
V/Sussex

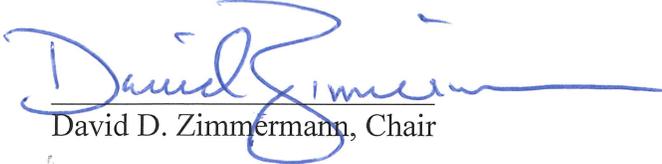
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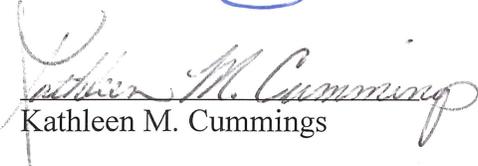
File Number: 17 LO-171

Referred to: 01/05/17

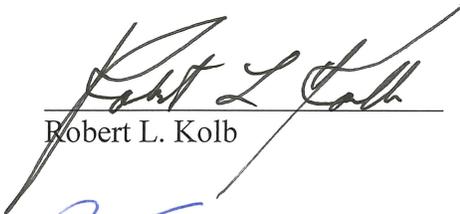
APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY  
TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND  
EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY  
PROPERTY KNOWN AS THE BUGLINE TRAIL CORRIDOR

Presented by:  
Land Use, Parks, and Environment Committee

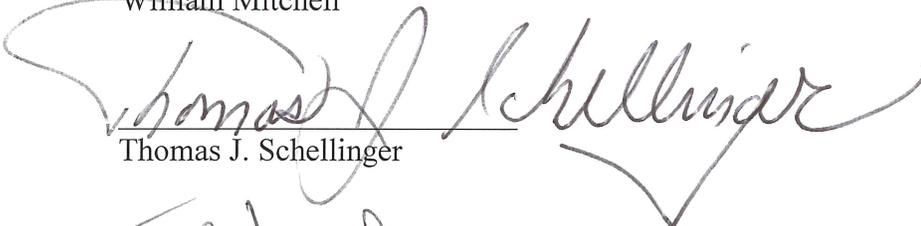
  
David D. Zimmermann, Chair

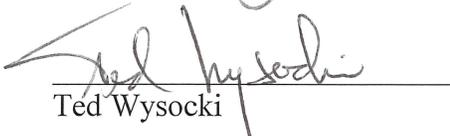
  
Kathleen M. Cummings

(Absent)  
Keith Hammitt

  
Robert L. Kolb

  
William Mitchell

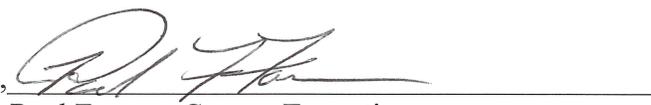
  
Thomas J. Schellinger

  
Ted Wysocki

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 1/24/17,   
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X  
Vetoed: \_\_\_\_\_  
Date: 2/9/17,   
Paul Farrow, County Executive

<b>D1 - Kolb</b>	<b>AYE</b>	<b>D14 - Wood</b>	<b>AYE</b>
<b>D2 - Zimmermann</b>	<b>(M) AYE</b>	<b>D15 - Mitchell</b>	<b>AYE</b>
<b>D3 - Morris</b>	<b>AYE</b>	<b>D16 - Crowley</b>	<b>AYE</b>
<b>D4 - Batzko</b>	<b>(2) AYE</b>	<b>D17 - Paulson</b>	<b>AYE</b>
<b>D5 - Dondlinger</b>	<b>AYE</b>	<b>D18 - Nelson</b>	<b>AYE</b>
<b>D6 - Walz</b>	<b>AYE</b>	<b>D19 - Cummings</b>	<b>AYE</b>
<b>D7 - Grant</b>	<b>AYE</b>	<b>D20 - Schellinger</b>	<b>AYE</b>
<b>D8 - Michalski</b>	<b>AYE</b>	<b>D21 - Zaborowski</b>	<b>AYE</b>
<b>D9 - Heinrich</b>	<b>AYE</b>	<b>D22 - Wysocki</b>	<b>AYE</b>
<b>D10 - Swan</b>	<b>AYE</b>	<b>D23 - Hammitt</b>	<b>AYE</b>
<b>D11 - Howard</b>	<b>AYE</b>	<b>D24 - Whittow</b>	<b>AYE</b>
<b>D12 - Wolff</b>	<b>AYE</b>	<b>D25 - Johnson</b>	<b>AYE</b>
<b>D13 - Decker</b>	<b>AYE</b>		

- Roll Call
- Discussion
- Voting...
- Results**
- Agenda
- Setup
- Options

171-0-071

Passed (25 Y - 0 N - 0 Absent)

Majority Vote

