

ENROLLED ORDINANCE 167-5

APPROVE WISCONSIN ENERGY UTILITY EASEMENT
FOR MENOMONEE PARK PICNIC PAVILION #3

WHEREAS, Waukesha County has established picnic areas within its park areas, and

WHEREAS, Waukesha County upgraded the Menomonee Park Picnic Area #3 from a shelter to a pavilion with electric service and restrooms, and

WHEREAS, Waukesha County requests Wisconsin Electric Power to supply electric power to Menomonee Park Picnic Pavilion #3, and

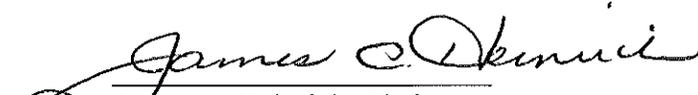
WHEREAS, Wisconsin Electric Power Company requires a 276 foot linear, 12 foot wide permanent utility easement on Waukesha County property to supply an underground electrical power supply.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that an underground utility easement between Wisconsin Electric Power Company and Waukesha County to supply electric power to Menomonee Park Picnic Pavilion #3 is approved.

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

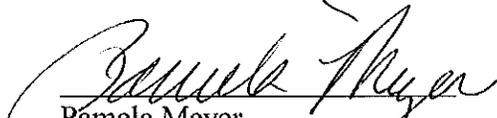
APPROVE WISCONSIN ENERGY UTILITY EASEMENT
FOR MENOMONEE PARK PICNIC PAVILION #3

Presented by:
Land Use, Parks, and Environment Committee


James A. Heinrich, Chair

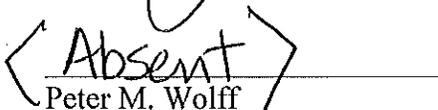

Jim Batzko


Walter L. Kolb


Pamela Meyer


Eritz Ruf

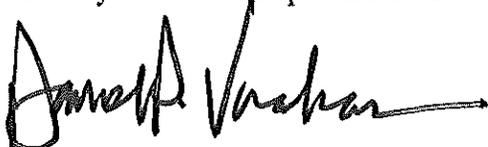

Thomas J. Schellinger


Absent
Peter M. Wolff

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

Date: May 25, 2012, 
Kathy Nickolaus, County Clerk

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

Approved: X
Vetoed: _____
Date: 5-29-12, 
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-05/22/12

(ORD) NUMBER-1670004

1 C. SLATTERY.....AYE
 3 R. MORRIS.....AYE
 5 J. BRANDTJEN.....AYE
 7 J. GRANT.....AYE
 9 J. HEINRICH.....AYE
 11 F. RUF.....AYE
 13 P. DECKER.....AYE
 15 W. KOLB.....AYE
 17 D. PAULSON.....
 19 C. CUMMINGS.....AYE
 21 W. ZABOROWSKI.....AYE
 23 K. HAMMITT.....AYE
 25 G. YERKE.....AYE

2 D. FALSTAD.....AYE
 4 J. BATZKO.....AYE
 6 J. JESKEWITZ.....AYE
 8 P. HAUKOHL.....AYE
 10 D. SWAN.....AYE
 12 P. WOLFF.....AYE
 14 P. MEYER.....AYE
 16 M. CROWLEY.....AYE
 18 L. NELSON.....AYE
 20 T. SCHELLINGER....AYE
 22 P. JASKE.....AYE
 24 D. DRAEGER.....AYE

TOTAL AYES-24

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-24

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 3164332

For 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width of Grantor's premises being a part of the Northwest ¼ of Section 18, Township 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of 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

MNFV0070999001
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to 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, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed within the 12 foot wide easement area so as not to interfere with Grantee's use of the easement area. 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 Utility Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted within. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided these easement rights will not interfere with the Grantee's full enjoyment of the easement rights granted within.
3. **Continual Operation of Park:** Menomonee Park shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed or denied. Excepting, however, in cases of emergencies when access shall be immediate.
4. **Governing Law:** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
5. **Invalidity:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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.
6. **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.
7. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

167-0-004

2.

8. **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.
9. **Restoration:** Grantee agrees to promptly restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents, weather permitting. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
10. **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.
11. **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, a Wisconsin corporation doing business as We Energies 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, Grantors employees, agents and invitees.
12. **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.
13. **Entire Agreement:** This agreement 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 Agreement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the Owner has caused this Distribution Easement to be approved by the Waukesha County Board of Supervisors and signed by its Director of Parks and Land Use.

Grantor: WAUKESHA COUNTY, a Municipal Corporation

By _____

Dale Shaver / Director of Parks and Land Use

Acknowledged before me in _____ County, Wisconsin, on _____, 2012, by Dale Shaver, County Director of Park and Land Use, on Behalf of Waukesha County.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

Grantee: Wisconsin Electric Company, a Wisconsin corporation doing business as We Energies

By _____

James T. Raabe / Manager of Property Management

Acknowledged before me in _____ County, Wisconsin, on _____, 2012, by James T. Raabe, Manager of Property Management, on Behalf of Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

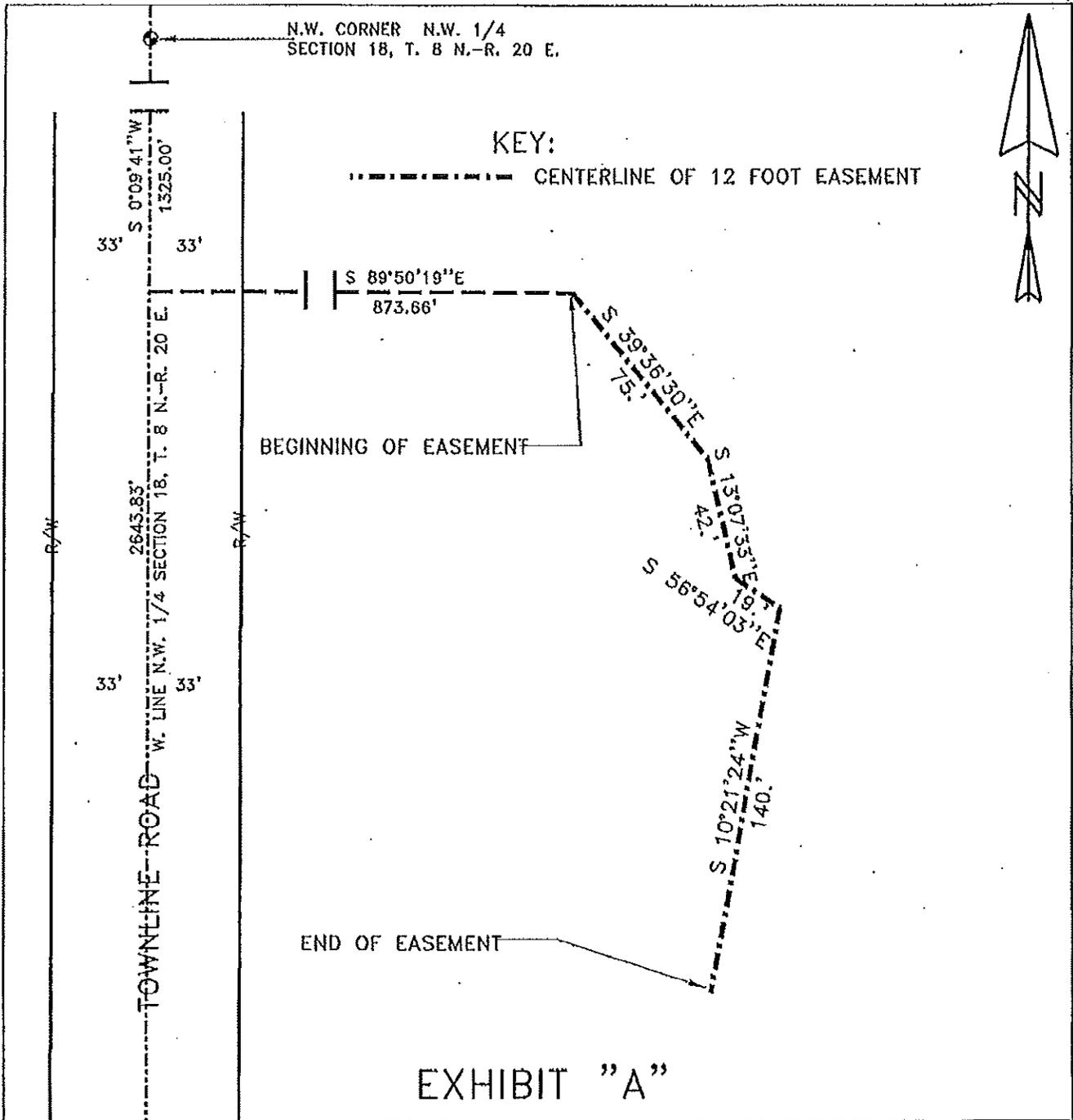
(NOTARY STAMP/SEAL)

My commission expires _____

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

167-0-004

4.



REVISIONS	We Energies	DRAWN BY: D.R. PATCHETT
MARCH 23, 2012	BEING A PART OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 18, T. 8 N., R. 20 E. VILLAGE OF MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN	CHECKED BY:
		APPROVED BY:
		SCALE: 1" = 50'
		DATE: MARCH 20, 2012
		WR # : 3164332

5.

FISCAL NOTE

APPROVE WISCONSIN ENERGY UTILITY EASEMENT FOR MENOMONEE PARK

This ordinance authorizes an underground utility easement between Wisconsin Electric Power Company and Waukesha County to supply electric power to Menomonee Park Picnic Pavilion #3. According to department management, the additional on-going electric utility costs are expected to be minimal and will be covered by the operating expenditure budget for utility costs at Menomonee Park.



Keith K. Swartz
Budget Manager