

ENROLLED ORDINANCE 169-41

APPROVE A DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC
POWER COMPANY FOR UNDERGROUND UTILITY SERVICE

WHEREAS, it is deemed desirable to allow the Wisconsin Electric Power Company (WE Energies) a distribution easement to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables together with all necessary and appurtenant equipment underground deemed necessary, located in the Northeast ¼ of Section 21, Township 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin, and

WHEREAS, the easement would be 15 feet by 112 feet located on Waukesha County property known as NagaWaukee Golf Course, and

WHEREAS, in consideration of said distribution easement, WE Energies shall pay to Waukesha County the normal easement fee of \$162.00.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the distribution easement between Wisconsin Electric Power Company and Waukesha County on file with the Department of Parks and Land Use is in all respects approved.

BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the easement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

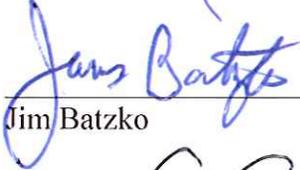
BE IT FURTHER ORDAINED that the revenue from the distribution easement be deposited in the Parks and Land Use General Fund Budget.

APPROVE A DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC
POWER COMPANY FOR UNDERGROUND UTILITY SERVICE

Presented by:
Land Use, Parks, and Environment Committee



Walter L. Kolb, Chair



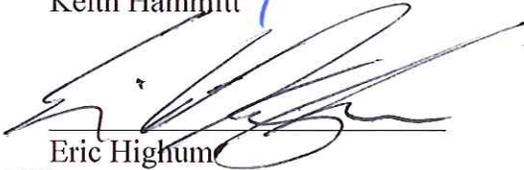
Jim Batzko



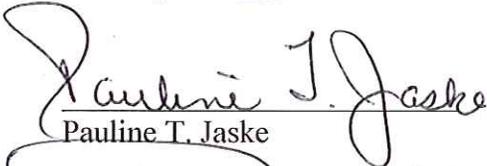
Jennifer Grant

Absent

Keith Hammitt



Eric Highum

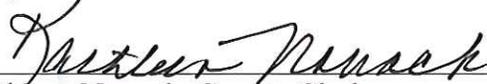


Pauline T. Jaske



Thomas J. Schellinger

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

Date: 8/26/14, 
Kathleen Novack, County Clerk

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

Approved:
Vetoed:
Date: 8-27-14, 
Daniel P. Vrakas, County Executive

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 3498378

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 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 a strip of land 15 feet in width of Grantor's premises being a part of the Northeast 1/4 of Section 21, Township 7 North, Range 18 East, in the City of Delafield, 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

DELC 0801-999-007
(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, together with all necessary and appurtenant equipment underground 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 within the 15 foot wide easement area so as not to interfere with Grantee's use of the easement area. No trees or bushes shall be removed from within the 15 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 or the rights granted herein. Grantee may not trim, cut down or remove trees and bushes outside the 15 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:** The County grounds 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 easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
5. **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.
6. **Access:** Grantee or its agents shall have the right to enter and use the easement area with full right of ingress and egress over and across the easement area 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.
7. **Buildings or Other Structures:** Grantor agrees that no new structures will be erected in the easement area as to create a violation of the Wisconsin State Electrical Code or any amendments to it. Grantee acknowledges that a County trail currently exists within the easement area.

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 (including the County trail), 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 any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area and for which Grantee has obtained prior approval to remove.
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 Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies will indemnify, defend 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 or its agent's exercise of any of its rights under this easement. Notwithstanding the foregoing, Grantee's indemnification obligation shall not extend to the portion of any claims attributable to the negligent or willful acts of the Grantor, its successors and assigns, Grantor's employees or agents.
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 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.

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 _____, 2014,
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 _____, 2014,
by James T. Raabe, Manager of Property Management, on Behalf of Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies.

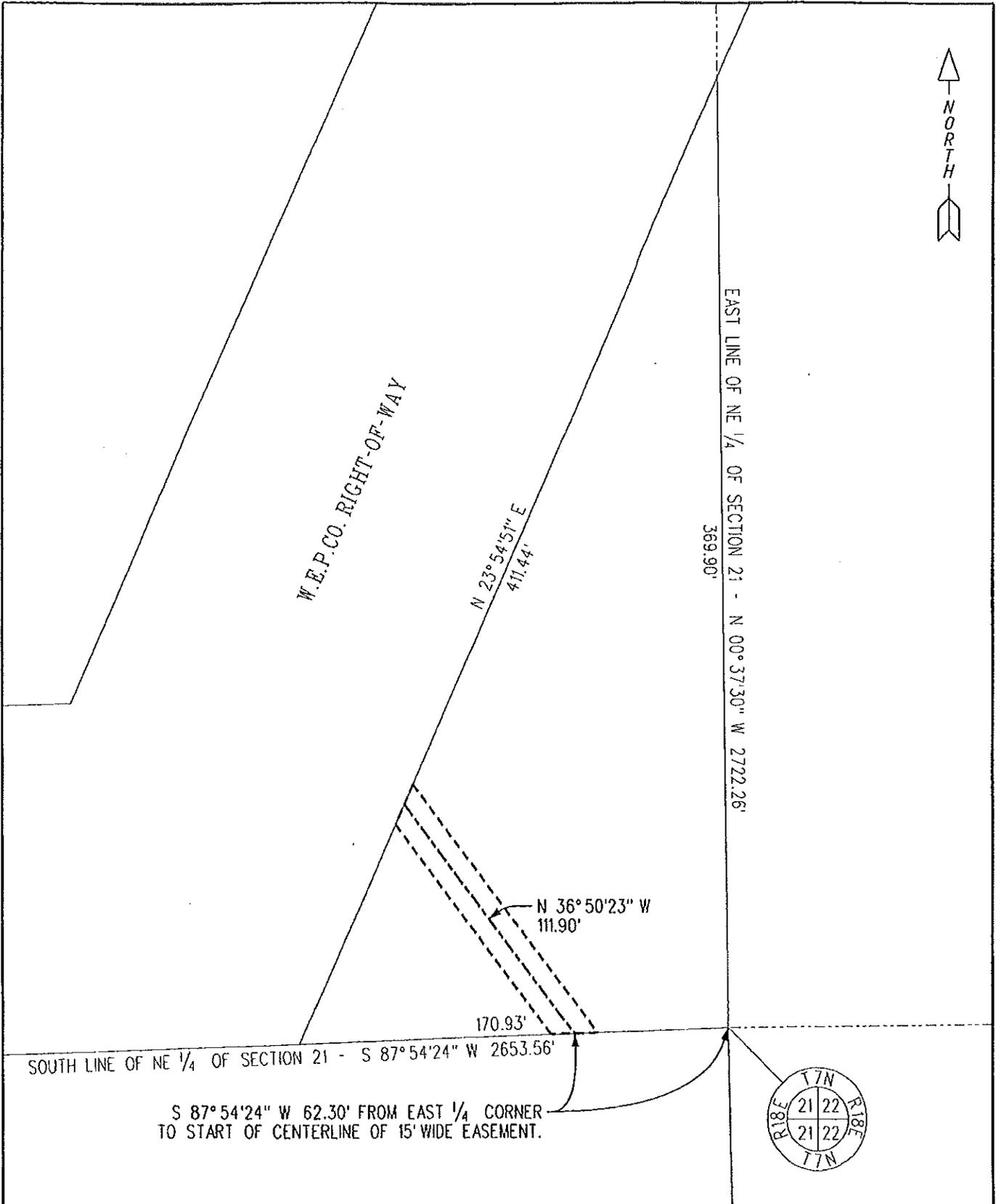
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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



<p>KEY</p>	<p>WE ENERGIES - EXHIBIT "A"</p>	<p>DRAWN BY: JIM CLARKE</p>
<p> CENTERLINE 15' WIDE EASEMENT </p>	<p> 15' WIDE EASEMENT IN PART OF THE NE 1/4 OF SECTION 21, T7N R18E CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN </p>	<p> SCALE: 1" = 50' DATE: 04-12-2014 ORDER #: 3498378 </p>

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-08/26/14

(ORD) NUMBER-1690041

1	R. KOLB.....	AYE	2	D. Zimmermann.....	AYE
3	R. MORRIS.....	AYE	4	J. BATZKO.....	AYE
5	J. BRANDTJEN.....	AYE	6	J. WALZ.....	AYE
7	J. GRANT.....	AYE	8	E. HIGHUM.....	AYE
9	J. HEINRICH.....	AYE	10	D. SWAN.....	AYE
11	C. HOWARD.....	AYE	12	P. WOLFF.....	AYE
13	P. DECKER.....	AYE	14	C. PETTIS.....	AYE
15	W. KOLB.....	AYE	16	M. CROWLEY.....	AYE
17	D. PAULSON.....	AYE	18	L. NELSON.....	AYE
19	K. CUMMINGS.....	AYE	20	T. SCHELLINGER....	AYE
21	W. ZABOROWSKI.....	AYE	22	P. JASKE.....	AYE
23	K. HAMMITT.....		24	S. WHITTOW.....	
25	G. YERKE.....	AYE			

TOTAL AYES-23

TOTAL NAYS-00

CARRIED_____

DEFEATED_____

UNANIMOUS X

TOTAL VOTES-23