

ENROLLED ORDINANCE 178-32

GRANT A TRANSMISSION LINE EASEMENT TO AMERICAN TRANSMISSION COMPANY LLC WITHIN THE CTH DR RIGHT-OF-WAY IN THE VILLAGE OF SUMMIT

WHEREAS, Waukesha County operates and improves a system of county highways; and

WHEREAS, the County maintains jurisdiction over CTH DR in the Village of Summit; and

WHEREAS, certain rights-of-way have been granted to Waukesha County by the State of Wisconsin, Department of Transportation adjacent to CTH DR; and

WHEREAS, the American Transmission Company, LLC (ATC) has requested that Waukesha County grant an Electric Transmission Line Easement over lands owned by Waukesha County; and

WHEREAS, ATC has provided an offer to purchase said easement rights for the amount of Five Hundred Twenty Nine Dollars and No/100 (\$529.00); and

WHEREAS, said easement is described as follows:

A variable width easement which crosses a part of the grantor's premises, located in the Northwest Quarter of the Northwest Quarter of Section 24, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 24; thence South 00°45'02" East along the west line of said Northwest Quarter, 39.8 feet; thence North 89°14'58" East, 455.63 feet to the northwest corner of the grantor's property and the Point of Beginning; thence North 89°15'25" East along the south right of way of Delafield Road and the north property line of the grantor, 59.3 feet; thence South 51 °52'15" East, 115.6 feet; thence South 00°00'43" East, 14.3 feet; thence South 89°38'10" East, 18.4 feet; thence South 51°52'15" East, 65.3 feet to the north line of the existing transmission line easement; thence North 69°54'24" West along said north line, 111.9 feet to the north right of way of Interstate '94'; thence North 52°53'06" West along said north right of way of Interstate '94', 144.0 feet to the Point of Beginning. Containing 6,023 square feet (0.138 acres) more or less and subject to restrictions, reservations, rights of way and easements of record.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that it accepts the offer from ATC to purchase above-described easements rights for the sum of \$529.00 and the Public Works Department is authorized to grant said Electric Transmission Line Easement to the American Transmission Company, LLC (ATC).

BE IT FURTHER ORDAINED that the County Executive and County Clerk are authorized to sign the necessary documents to effectuate the grant of the easement.

VOTE RESULTS >

23

YES

0

NO

0

ABSTAIN

2

ABSENT

Ordinance 178-O-032

Ordinance 178-O-032: Grant a Transmission Line Easement to American Transmission Company LLC Within th



Passed By Majority Vote

D1 - Foti	AYE	D10 - Thieme	AYE	D19 - Enriquez	ABSENT
D2 - Weil	AYE	D11 - Howard	AYE	D20 - Schellinger	AYE
D3 - Morris	AYE	D12 - Wolf	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Decker	AYE	D22 - Szpara	AYE
D5 - Grant	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Bangs	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	ABSENT	D18 - Nelson	AYE		

4th Meeting, 178th Year of the County Board of Supervisors - July 25 2023 07:10:46 PM


July 25, 2023

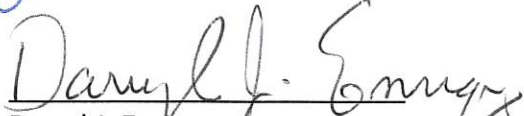


GRANT A TRANSMISSION LINE EASEMENT TO AMERICAN TRANSMISSION COMPANY LLC WITHIN
THE CTH DR RIGHT-OF-WAY IN THE VILLAGE OF SUMMIT


Presented by:
Public Works Committee

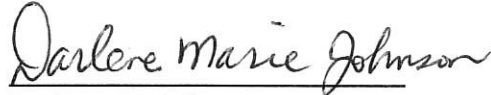

Keith Hammitt, Chair

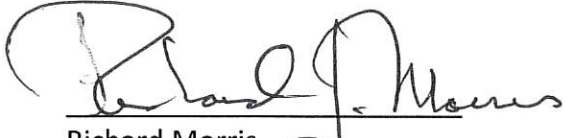

James Batzko


Darryl J. Enriquez

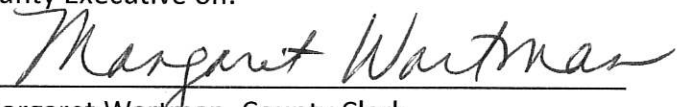

Joel R. Gaughan


Christine M. Howard


Darlene M. Johnson


Richard Morris

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

Date: July 31 2023, 
Margaret Wartman, County Clerk

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

Approved: X
Vetoed: _____

Date: 7/31/2023, 
Paul Farrow, County Executive

**ELECTRIC TRANSMISSION LINE
EASEMENT**

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, Waukesha County, a quasi-municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of \$529.00 Five Hundred Twenty Nine and no/100 dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto American Transmission Company LLC, a Wisconsin limited liability company, its manager ATC Management Inc., a Wisconsin corporation, (hereinafter jointly referred to as "Grantee"), their successors and assigns, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the Village of Summit, County of Waukesha, State of Wisconsin, described as follows:

Part of the Northwest ¼ of the Northwest ¼, Section 24, T07N-R17E, Village of Summit, Waukesha County, Wisconsin.

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit B, attached hereto and incorporated by reference in this easement document.

The easement is expressly subject to the terms hereof, including those set forth in Exhibit A, attached hereto and incorporated by reference, and has the following specifications:

EASEMENT STRIP:

Length: Approximately 245 feet

Width: Approximately 60 feet

TRANSMISSION STRUCTURES:

Type: Braced Tangent, Vertical Dead End

Number: 2

Maximum height above existing ground level: 105 feet

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Maximum height above

Landscape (ground level): 20.7 feet

The Grantee is also granted the associated necessary rights to: 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement. 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above-described facilities and other appurtenances that the Grantee deems necessary. 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip. The Grantee shall, after receiving consent from Grantor (which consent shall not be unreasonably withheld, conditioned or delayed) have the right to cut down and/or remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of the Perpetual Easement Strip that in Grantee's reasonable judgment may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities, together with the right and permission and authority to enter upon the property of Grantor adjacent to the easement area in a reasonable manner for such purpose.

MEH-SMT0010

Recording Area

Name and Return Address
Steigerwaldt Land Services
Attn: Real Estate Dept.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)
SUMT0670986

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields, recreational trail, sanitary sewer lift station and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of Grantor's facilities or the exercise of any rights hereunder by Grantor or its agents.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee except as allowed below.

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. Grantor reserves the absolute right to maintain, construct, reconstruct, relocate and operate a recreational trail and associated appurtenances within the easement area. The Grantor shall not be under obligation or commitment to notify Grantee or obtain consent for activities related to the trail.

Continual Operation of Lake Country Trail: The Grantor's 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.

Grantee's exercise of rights hereunder shall not in any way interfere with the rights granted to the Village of Summit pursuant to that certain Land Use Permit dated January 6., 2001 between the Town (now Village) of Summit and Waukesha County, including but not limited to its right to use and maintain the present existing Sanitary Sewer Lift Station building and associated improvements as shown on Exhibit B. Rights, agreements, privileges and uses allowed in Land Use Permit shall not be limited by this easement in any way. The Grantee shall pay a reasonable sum for damages to the Sanitary Sewer Lift Station building and associated improvements caused by the construction, installation, operation, maintenance, repair, replacement, rebuilding, removal, relocation, inspection, or patrolling of Grantor's facilities or the exercise of any rights hereunder by Grantor or its agents.

Indemnification and Hold Harmless: In consideration of the foregoing grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, any claims, liabilities, losses, costs, damages or expenses arising out of the negligence or willful misconduct on the part of the Grantor, its successors and assigns, employees, agents and invitees. Grantor acknowledges that Grantee is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. Further, Grantor agrees that no provision in this Agreement is intended to alter or modify the Tariff in any way and that therefore no contractual indemnification or other liability is created or imposed on Grantee by this Agreement in excess of the liability imposed on Grantee by such Tariff.

Governing Law: This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

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.

Insurance: Grantee shall provide for itself and require its contractors, subcontractors, agents and assigns entering Grantor's land to maintain statutory worker's compensation, commercial automobile liability, and commercial general liability insurance with Grantor, its boards, commission, agencies, officers, employees, and representatives as additional insured. Commercial general liability and commercial automobile liability shall be in the amount of not less than \$1,000,000 per occurrence.

Binding on Future Parties: This easement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein. Grantee's right to assign is restricted. Grantee shall not assign this easement or rights attendant thereto without the prior, written approval of Grantor.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A. The term "utility" on said Exhibit A shall mean Grantee. The term "landowner" on said Exhibit A shall mean Grantor.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

GRANTOR: Waukesha County

Signature

Signature

Printed Name

Printed Name

Title

Title

Notary Area on following page

EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:

1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

The utility shall control weeds and brush within the easement for the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

_____The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.



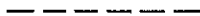
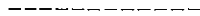





The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

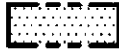
The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.-

EASEMENT DESCRIPTION MAP (EXHIBIT B)

LEGEND

-  PROPERTY LINE
-  SECTION LINE
-  QUARTER SECTION LINE
-  SIXTEENTH LINE
-  TRANSMISSION REFERENCE LINE
-  TRANSMISSION EASEMENT LINE
-  RIGHT OF WAY LINE
-  EXISTING EASEMENT LINE
-  PROPERTY CORNER MONUMENT FOUND



ATC TRANSMISSION LINE EASEMENT
AREA = 6,023 sq. ft. (0.138 acres) +/-

NOTES:
BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCONSIN CORRECTION).

ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED, THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

SCALE IN FEET



SW1/4 SW1/4
SECTION 23
T7N R17E

NORTHWEST CORNER
SEC. 24, T7N, R17E

MEANDER CORNER
NORTH 1/4 CORNER
SEC. 24, T7N, R17E

NORTH LINE OF THE NW 1/4, SECTION 24

DELAFIELD ROAD



N89°15'25"E
59.3'

N89°14'58"E
455.63'

P.O.B.

ATC TRANSMISSION
REFERENCE LINE

90'x80' PUMP STATION
NO. 6 EASEMENT

NW1/4 NW1/4
SECTION 24
T7N R17E

S51°52'15"E 115.6'

N52°55'06"W 144.0'

S00°00'43"E
14.3'

S89°38'10"E
18.4'

S51°52'15"E
65.3'

N69°54'24"W 111.9'

INTERSTATE '94'

VILLAGE OF
SUMMIT

S00°45'02"E 2637.95'

WEST LINE OF THE NW 1/4, SECTION 24



WEST 1/4 CORNER OF
SEC. 24, T7N, R17E



MILWAUKEE REGIONAL OFFICE
W238 N 1810 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PARCEL NO.:
SUMT0670986



Drawn : CJH
Date: 03/25/2022
Scale: 1" = 60'
PROJECT NUMBER 22-11355

REVISIONS	05/28/2022	04/08/2022	04/21/2023
			05/31/2023

SHEET NUMBER 1 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT B)

LEGEND

- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH LINE
- TRANSMISSION REFERENCE LINE
- TRANSMISSION EASEMENT LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPERTY CORNER MONUMENT FOUND



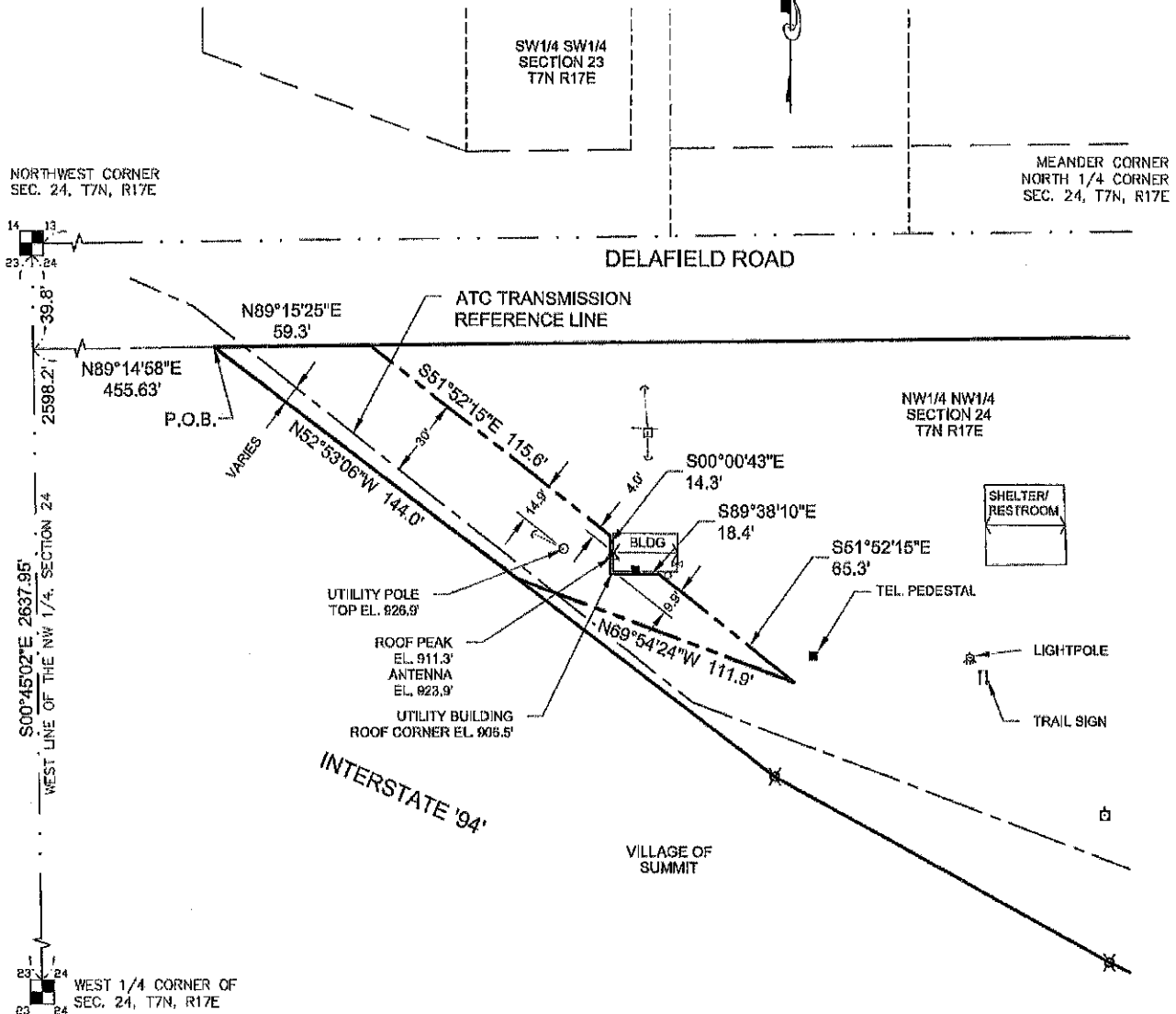
ATC TRANSMISSION LINE EASEMENT
AREA = 6,023 sq. ft. (0.138 acres) +/-

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SCALE IN FEET



R:\CADD\2022\178-O-032\178-O-032.dwg

JSD

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.613.0066

PARCEL NO.:
SUMT0670986

ATC
AMERICAN TRANSMISSION COMPANY



REVISIONS	03/28/2022	04/08/2022	05/31/2023
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Drawn:	CJH
Date:	03/25/2022
Scale:	1" = 60'
PROJECT NUMBER	22-11355
SHEET NUMBER	2 OF 3

EASEMENT DESCRIPTION (EXHIBIT B)

A variable width easement which crosses a part of the grantor's premises, located in the Northwest Quarter of the Northwest Quarter of Section 24, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 24; thence South 00°45'02" East along the west line of said Northwest Quarter, 39.8 feet; thence North 89°14'58" East, 455.63 feet to the northwest corner of the grantor's property and the **Point of Beginning**; thence **North 89°15'25" East** along the south right of way of Delafield Road and the north property line of the grantor, **59.3 feet**; thence **South 51°52'15" East, 115.6 feet**; thence **South 00°00'43" East, 14.3 feet**; thence **South 89°38'10" East, 18.4 feet**; thence **South 51°52'15" East, 65.3 feet** to the north line of the existing transmission line easement; thence **North 69°54'24" West** along said north line, **111.9 feet** to the north right of way of Interstate '94'; thence **North 52°53'06" West** along said north right of way of Interstate '94', **144.0 feet** to the **Point of Beginning**. Containing **6,023 square feet (0.138 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

 MILWAUKEE REGIONAL OFFICE W238 N1810 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666	PARCEL NO.: SUMT0670986	 AMERICAN TRANSMISSION COMPANY	Drawn : CJH							
			Date: 03/25/2022							
			Scale: NA							
			PROJECT NUMBER 22-11355							
			SHEET NUMBER 3 OF 3							
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