

Enrolled Ordinance 172-013

APPROVE EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO
CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND
UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY
KNOWN AS MINOOKA PARK, PICNIC AREA 3

WHEREAS, Waukesha County has requested Wisconsin Electric Power Company d/b/a We Energies to construct, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as Minooka Park, located in the Northeast Quarter of Section 23, Township 6 North, Range 19 East, Town of Waukesha, Waukesha County, Wisconsin; and

WHEREAS, it is deemed necessary 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 providing and maintaining electrical service to a new restroom shelter building at Picnic Area 3 in Minooka Park, in the Town of Waukesha; 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 an Underground Utility Easement ("Easement") to Wisconsin Electric Power Company, 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. 4053903

10: 5463

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 twelve (12) feet in width of Grantor's premises being a part of the **Northeast 1/4 of Section 23, Township 6 North, Range 19 East**, in the Town of Waukesha, 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.

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

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, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestal, terminals and markers, 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 12-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 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 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 hour's 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 State Electrical Code or any amendments thereto.
5. **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, however, in cases of emergencies when access shall be immediate.
6. **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.
7. **Restoration:** Grantee agrees to restore or cause to have restored any and all damages to Grantor's land (including any County trails), as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents,

WAKT1345978 & WAKT1348999
(Parcel Identification Number)

weather permitting. This restoration, however, does not apply to the initial installation of facilities, nor 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.

8. **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.
9. **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.
10. **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 Granter pursuant to this grant, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies will indemnify and save the Granter, 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 Granter, its successors and assigns, Grantor's employees, agents and invitees.
11. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. **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.
13. **Easement Review:** Granter acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Granter has had at least 5 days to review this easement document or voluntarily waives the five-day review period.
14. **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.

[Signature Page follows]

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.

Granter: WAUKESHA COUNTY, a Municipal Corporation

By _____

Dale Shaver/ Director of Parks and Land Use

Acknowledged before me in _____ County, Wisconsin, on _____, 2017,

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 _____, 2017,

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)

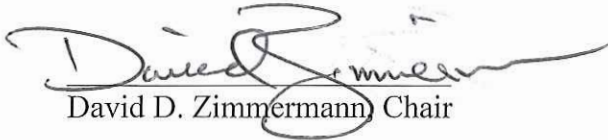
(NOTARY STAMP/SEAL)

My commission expires _____

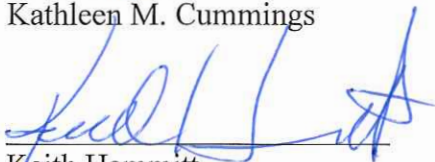
This instrument was drafted by Jeffrey Fowle on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

APPROVE EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO
CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE
AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA
COUNTY PROPERTY KNOWN AS MINOOKA PARK, PICNIC AREA 3

Presented by:
Land Use, Parks, and Environment Committee


David D. Zimmermann Chair

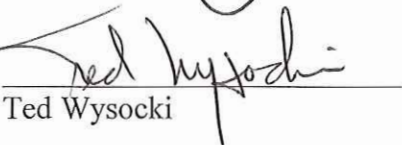
ABSENT
Kathleen M. Cummings


Keith Hammitt

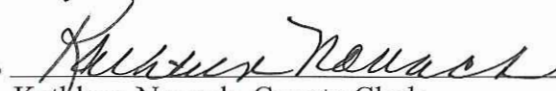
ABSENT
Robert L. Kolb


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: 7/25/17, 
Kathleen Novack, County Clerk

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

Approved: X
Vetoed: _____
Date: 8/7/17, 
Paul Farrow, County Executive

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

172-0-013

Passed (22 Y - 0 N - 3 Absent)

Majority Vote

