

ENROLLED ORDINANCE 174-045

APPROVE ELECTRIC TRANSMISSION LINE EASEMENT TO AMERICAN
TRANSMISSION COMPANY, LLC FOR ST. MARTINS-EDGEWOOD-
MUKWONAGO (STEM) REBUILD PROJECT

WHEREAS, the American Transmission Company, LLC (“ATC”) has requested an easement necessary to allow ATC to rebuild existing 138,000-volt electric transmission lines and substation facilities located on property owned by the County in part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southwest Quarter, Section 22, and part of the Northwest and the Southeast Quarter, Section 23, all in Township 5 North, Range 19 East, Town of Vernon, Waukesha County, Wisconsin; and

WHEREAS, ATC’s project will add additional capacity by up-rating the existing lines; enhance safety; and improve reliability of electric service; and

WHEREAS, the easement area will be the same 2.86 acres within an existing transmission line easement between ATC and the County; and

WHEREAS, ATC will pay the Waukesha County consideration in the amount of \$1,400.00 for easement compensation; access outside the easement corridor; and, permission for weed and brush control; and

WHEREAS, because the lands over which the easement will run were acquired by the County using Knowles-Nelson Stewardship Grant funds, the easement is subject to State of Wisconsin Department of Natural Resources approval.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County’s grant of an electric transmission line easement (“Easement”) to American Transmission Company, LLC, is hereby approved.

BE IT FURTHER ORDAINED that, upon approval of the Easement by the Wisconsin Department of Natural Resources, the Director of Parks and Land Use or his designee is authorized execute the Easement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

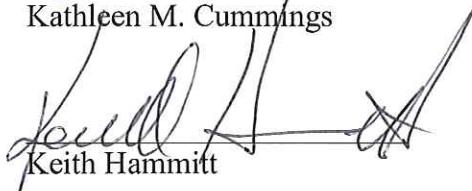
BE IT FURTHER ORDAINED that the revenue received from the grant of the Easement shall be deposited in the Parks and Land Use General Fund Budget.

APPROVE ELECTRIC TRANSMISSION LINE EASEMENT TO AMERICAN
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MUKWONAGO (STEM) REBUILD PROJECT

Presented by:
Land Use, Parks, and Environment Committee


David D. Zimmermann, Chair

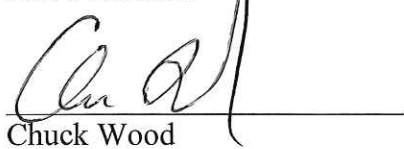
absent
Kathleen M. Cummings


Keith Hammitt

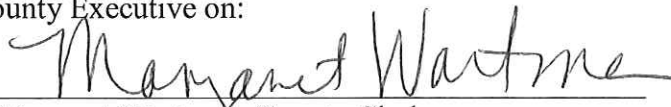

William A. Mitchell


Thomas J. Schellinger

absent
Steve Whittow


Chuck Wood

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

Date: 8/30/19, 
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: _____

Date: 9/3/2019, 
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 One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant 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, assigns, licensees and managers, 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 Grantor in the **Town of Vernon, County of Waukesha, State of Wisconsin, described as follows:**

Part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter, Section 22, and part of the Northwest Quarter and the Southwest Quarter, Section 23, all in T5N-R19E, Town of Vernon, Waukesha County, Wisconsin

Name and Return Address

Steigerwaldt Land Services, Inc.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)

VNT 2104-998, VNT 2104-999
VNT 2107-999, VNT 2106-998-003
VNT 2106-999

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

The easement has the following specifications:

EASEMENT STRIP:

Length: 4,162 feet

Width: 32 feet

TRANSMISSION STRUCTURES:

Type: N/A

Number: N/A

Maximum height above existing ground level: N/A

TRANSMISSION LINES:

Maximum nominal voltage 138,000 volts

Number of circuits 1

Number of conductors 3

Number of static wires 1

Minimum height above existing landscape (ground level) 20.7 feet

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 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. 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of Grantor located outside of said Perpetual Easement Strip that, in Grantee's 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, permission and authority to enter in a reasonable manner upon the property of Grantor adjacent to said Perpetual Easement Strip for such purpose.

Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

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 Perpetual Easement Strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the Perpetual 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, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of Grantee.

Subject to the following provisions, the property of Grantor shall at all times remain open for public use. If Grantee needs to perform work in any area on the property of Grantor that will in any way interfere with or detour the travelling public, Grantee will provide notice to Grantor at least five (5) business days in advance of performing work, except in cases of emergency when access shall be immediate.

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. To the extent not precluded by the Tariff, Grantee assumes and agrees to protect, indemnify and save harmless Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:

- a. Out of the construction, installation, operation, maintenance, existence, use and repair of the above ground high voltage electrical transmission line;
- b. Out of any defect in the line or failure thereof;
- c. Out of any act or omission of Grantee, its agents or employees while on or about the Perpetual Easement Strip and the property of Grantor; and
- d. Out of Grantee's exercise of any and all rights, duties and responsibilities granted by this easement.

Grantor reserves the right to use the Perpetual Easement Strip for purposes which are not inconsistent with the purpose of this easement and/or which do not interfere with Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the easement rights granted herein.

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

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein, with the exception of the Knowles-Nelson Stewardship Grant URGP2-173.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Grantor: Waukesha County, a quasi-municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, the above named _____ as _____, and to the above named _____ as _____ of Waukesha County, a quasi-municipal corporation, to me known to be the person(s) who executed the foregoing instrument in such capacity and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

This instrument was drafted by Michelle E. Martin, Axley Brynelson, LLP.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

LEGEND

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

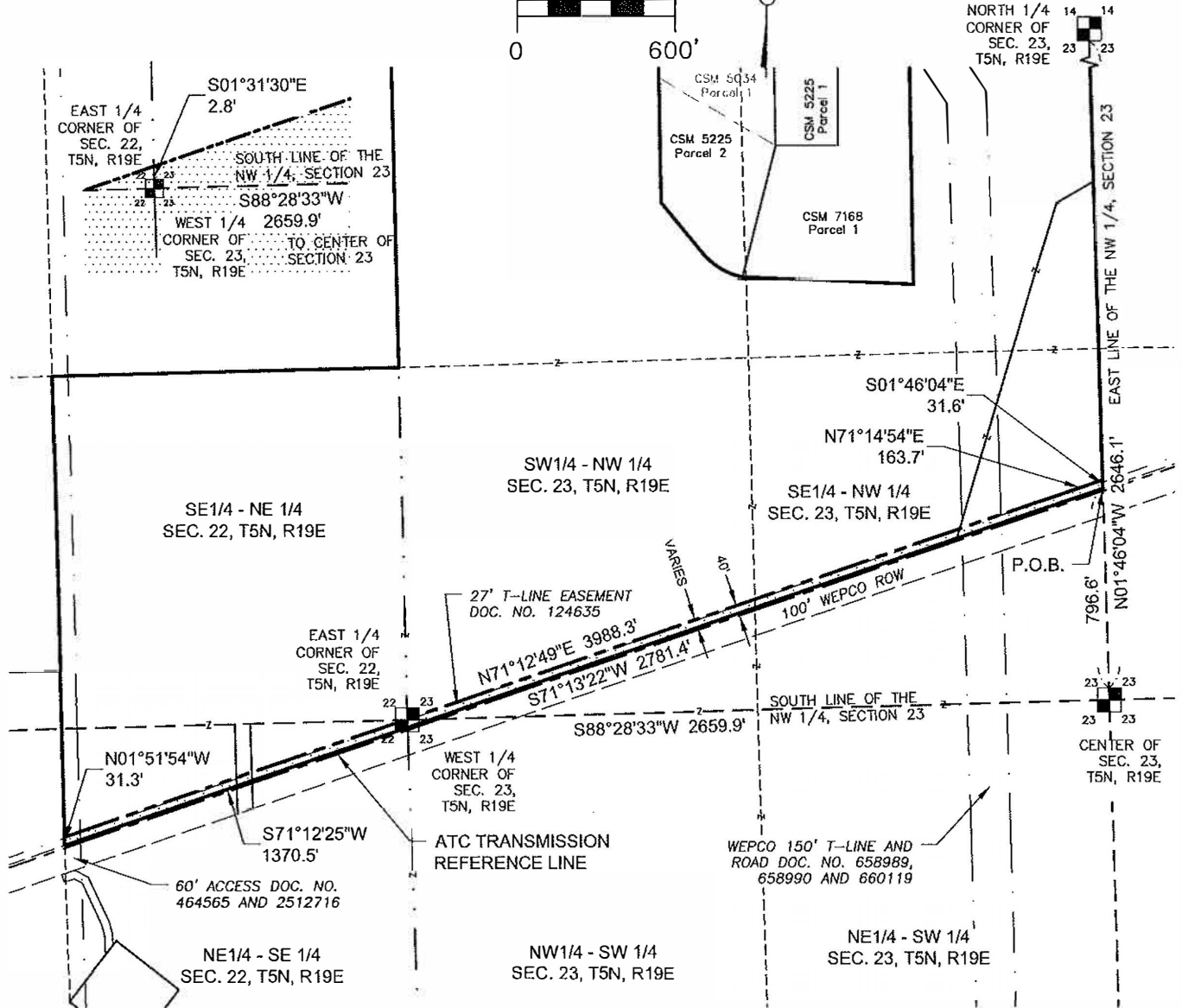
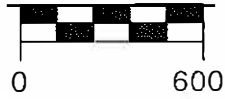


ATC TRANSMISSION LINE EASEMENT
AREA = 124,566 sq. ft. (2,860 acres) +/-

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

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



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JSD Professional Services, Inc.
Engineers • Surveyors • Planners

PARCEL NO.
VNT 2106-999, VNT 2107-999,
VNT 2104-998, VNT 2104-999,
VNT 2106-998-003
ATC ID: MUK-EDW0150



REVISIONS

Drawn :	MJP
Date:	06/06/2018
Scale:	1" = 600'
PROJECT NUMBER	16-7326
SHEET NUMBER	1 OF 2

EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premises located in Southeast Quarter of the Northeast Quarter and the Northeast Quarter or the Southeast Quarter of Section 22 and the Northwest Quarter and the Southwest Quarter of Section 23, all in Township 5 North, Range 19 East, in the Town of Vernon, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Center of said Section 23; thence North 01°46'04" West along the east line of said Northwest Quarter, 796.6 feet to the north line of a 100 foot Wisconsin Electric Power Company right of way and the **Point of Beginning**; thence **South 71°13'22" West** along said north line, **2781.4 feet**; thence **South 71°12'25" West** along said north line, **1370.5 feet** to the west property line of the grantor; thence **North 01°51'54" West** along said west property line, **31.3 feet**; thence **North 71°12'49" East, 3988.3 feet**; thence **North 71°14'54" East, 163.7 feet** to the aforesaid east line of the Northwest Quarter; thence **South 01°46'04" East** along said east line, **31.6 feet** to the **Point of Beginning**. Containing **124,566 square feet (2.860 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

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JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

PARCEL NO.
VNT 2106-999, VNT 2107-999,
VNT 2104-998, VNT 2104-999,
VNT 2106-998-003
ATC ID: MUK-EDW0150



Drawn :	MJP
Date:	06/06/2018
Scale:	NA
PROJECT NUMBER	16-7326

REVISIONS

2 OF 2

File Number: 174-O-047

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

- (c) 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.
- (d) The utility shall control weeds and brush around 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.



Ordinance 174-O-047

Approve Electric Transmission Line Easement To American Transmission Company, LLC For St. Martins Edgewood Mukwonago (STEM) Rebuild Project

VOTE RESULTS: Passed By Majority Vote

AYE: 22 **NAY: 0**

ABSENT: 3

D1 - Foti	AYE
D2 - Zimmermann	Motion
D3 - Morris	AYE
D4 - Batzko	AYE
D5 - Dondlinger	AYE
D6 - Walz	AYE
D7 - Grant	AYE
D8 - Michalski	ABSENT
D9 - Heinrich	AYE
D10 - Swan	AYE
D11 - Howard	ABSENT
D12 - Wolff	AYE
D13 - Decker	AYE

D14 - Wood	AYE
D15 - Mitchell	AYE
D16 - Crowley	AYE
D17 - Paulson	ABSENT
D18 - Nelson	AYE
D19 - Cummings	AYE
D20 - Schellinger	AYE
D21 - Gaughan	AYE
D22 - Wysocki	AYE
D23 - Hammitt	AYE
D24 - Whittow	AYE
D25 - Johnson	Second AYE