

ENROLLED ORDINANCE 174-002

APPROVE FIRST DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS MENOMONEE PARK

WHEREAS, Wisconsin Electric Power Company, d/b/a We Energies, has requested to install, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as Menomonee Park, located in the Northeast ¼ and the North ½ of the Southeast ¼ of Section 18, Township 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin; and

WHEREAS, it is deemed necessary to allow We Energies to install, operate, maintain, repair, replace and extend underground utility facilities on Waukesha County's land for the purpose of transmitting electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof; and

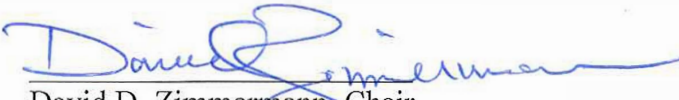
WHEREAS, it is necessary to provide an easement from Waukesha County to We Energies for the purpose of installing, operating, maintaining, repairing, replacing and extending underground utility facilities on County-owned land.

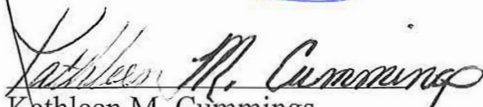
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of a first Distribution Underground Utility Easement ("Easement") to Wisconsin Electric Power Company, which will be recorded in the Office of the Register of Deeds, is hereby approved.

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

APPROVE FIRST DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER
COMPANY TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND
EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA
COUNTY PROPERTY KNOWN AS MENOMONEE PARK

Presented by:
Land Use, Parks, and Environment Committee

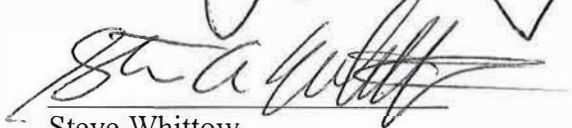

David D. Zimmermann, Chair


Kathleen M. Cummings


Keith Hammitt


William A. Mitchell


Thomas J. Schellinger


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: April 26 2019 
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: _____

Date: 4/29/19 
Paul Farrow, County Executive

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 4195314

IO: 52491

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 strips of land twelve (12) feet in width being a part of Grantor's premises in the **Northeast 1/4 of Section 18, Township 8 North, Range 20 East**, in the Village of Menomonee Falls, Waukesha County, Wisconsin; said premises are more particularly described in that certain **Quitclaim Deed** recorded in the office of the Register of Deeds for Waukesha County on **August 15, 1963** as **Document No. 593739**.

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

MNFV0069998
(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, electric pad-mounted switch-fuse unities, 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 or 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 advance notice of entry.
4. **Buildings or Other Structures:** Grantor agrees that no new structures will be erected in the easement area and that nothing shall be erected or planted within three feet of the sides of any transformers and within ten feet of the door side of any transformers.
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. Excepting, 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, parking lots and/or roadways), 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.
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 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, 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:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document.
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.

Grantor: WAUKESHA COUNTY, a Municipal Corporation

By _____

Dale Shaver / Director of Parks and Land Use

Acknowledged before me in _____ County, Wisconsin, on _____, 2019,

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 _____

Dawn M. Neuy, Manager of Real Estate Services

Acknowledged before me in _____ County, Wisconsin, on _____, 2019,

by Dawn M. Neuy, Manager of Real Estate Services, 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 Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

