

ENROLLED ORDINANCE 178-5

APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY
TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND
UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY
KNOWN AS THE BUGLINE RECREATION TRAIL

WHEREAS, Wisconsin Electric Power Company, d/b/a We Energies, has requested to construct, install, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as the Bugline Recreation Trail; and

WHEREAS, the easement area is described as strip of land, twelve (12) feet in width, the centerline being described as follows: commencing at the south quarter corner of Section 22, Township 8 North, Range 19 East; thence N 89°46'09" E, along the south line of the southeast quarter of said Section, 810.36 feet to a point on said section line, thence n 00°13'51" w, 60.00 feet to a point at the intersection of the northerly right of way of State Highway 74 and the northerly line of Bugline trail, thence n 56°13'55" w along the northerly line of said trail, 342.00 feet, to the point of beginning; thence S 33°45'12" W, 59.86 feet to the southerly line of said trail and the point of termination, all being part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin; and

WHEREAS, it is deemed desirable 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 transmitting electric energy and signals, including the customary growth and replacement thereof; and

WHEREAS, it is necessary to provide a distribution 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.

WHEREAS, in consideration of said distribution easement, WE Energies shall pay to Waukesha County the scheduled easement fee of \$1000.00.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the distribution easement between Wisconsin Electric Power Company and Waukesha County upon portions of County-owned lands commonly known as Bugline Recreation Trail 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 distribution easement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

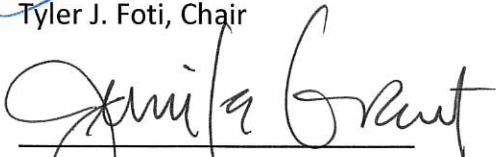
BE IT FURTHER ORDAINED that the revenue from the distribution easement be deposited in the Parks and Land Use General Fund Budget.

APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO CONSTRUCT,
INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES
ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL

Presented by:
Land Use, Parks, and Environment Committee



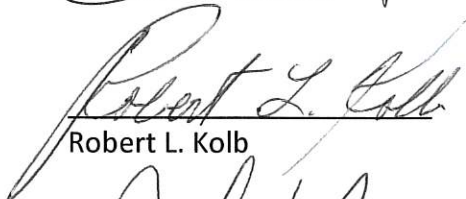
Tyler J. Foti, Chair



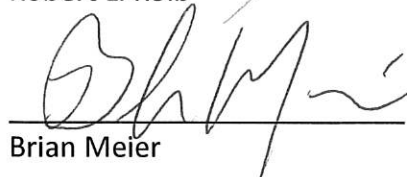
Jennifer Grant



Christine M. Howard



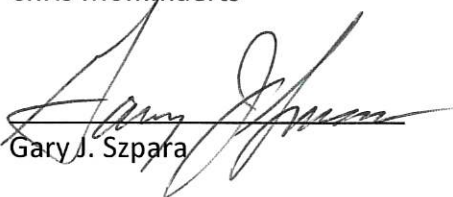
Robert L. Kolb



Brian Meier



Chris Mommaerts



Gary J. Szpara

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

Date: May 1, 2023, Margaret Wartman
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: _____

Date: May 1, 2023, Paul Farrow
Paul Farrow, County Executive

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4799032** IO NO. **52956**

For the sum of \$1,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **WAUKESHA COUNTY, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as the "easement area".

The easement area is described as strip of land, twelve (12) feet in width, the centerline being described as follows: commencing at the south quarter corner of Section 22, Township 8 North, Range 19 East; thence N 89°46'09" E, along the south line of the southeast quarter of said Section, 810.36 feet to a point on said section line, thence n 00°13'51" w, 60.00 feet to a point at the intersection of the northerly right of way of State Highway 74 and the northerly line of Bugline trail, thence n 56°13'55" w along the northerly line of said trail, 342.00 feet, to the point of beginning; thence S 33°45'12" W, 59.86 feet to the southerly line of said trail and the point of termination, all being part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

SUXV0245962003
(Parcel Identification Number)

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.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, together with all necessary and appurtenant equipment under ground as deemed necessary by Grantee, all to transmit electric energy, signals, including the customary growth and replacement thereof. Prior to commencing any construction activities within the easement area, Grantee shall contact Digger's Hotline to verify the locations of existing utilities. Grantee shall act in accordance with all applicable Federal, State and Local codes and obtain any and all necessary permits to complete the work contemplated hereby. Except in the case of Emergency, defined as where time is of the essence with regards to power restoration, no trees or bushes may be removed within or outside the easement area without prior approval of the Waukesha County Park System, which approval shall not be unreasonably withheld, provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein.
2. **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 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.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of any applicable State of Wisconsin electric codes or any amendments thereto.
4. **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.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.

6. **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.
7. **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.
8. **Continual Operation of Bugline Trail:** 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.
9. **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; and any environmental claims, liabilities, losses, costs, damages or expenses not arising out of or caused by the construction or operation of said facilities.
10. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **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.
12. **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.
13. **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. The right to assign is restricted. Grantee shall not assign this easement without the prior, written approval of Grantor.
14. **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 or voluntarily waives the five day review period.
15. **Insurance:** Grantor acknowledges and accepts that Grantee is self-insured. Grantee agrees to provide Grantor with defense and liability coverage to Grantor on a primary basis as if Grantor was additional insured under a standard Insurance Services Office commercial general liability policy with \$1,000,000 in coverage. Grantee shall 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.

Grantor:

WAUKESHA COUNTY, a municipal corporation

By _____

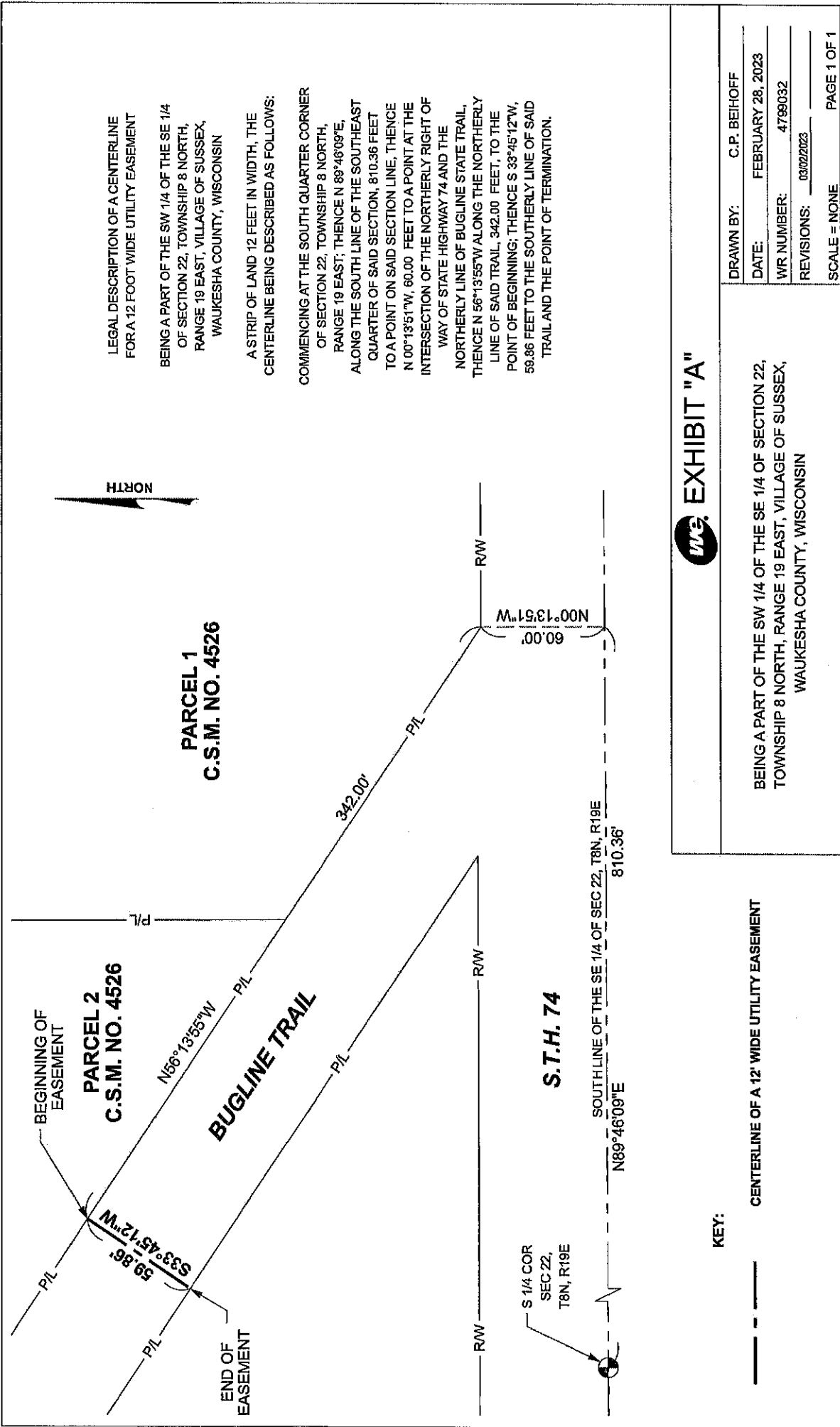
(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the WAUKESHA COUNTY, a municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

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



ME EXHIBIT "A"

DRAWN BY:	C. P. BEIHOFF
DATE:	FEBRUARY 28, 2023
WR NUMBER:	4799032
REVISIONS:	03/02/2023
SCALE = NONE	PAGE 1 OF 1

BEING A PART OF THE SW 1/4 OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 19 EAST, VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

KEY:
 - - - - - CENTERLINE OF A 12' WIDE UTILITY EASEMENT

VOTE RESULTS >

24

YES

0

NO

0

ABSTAIN

1

ABSENT

Ordinance 178-O-006

Ordinance 178-O-006: Approve Distribution Easement To Wisconsin Electric Power Company To Construct, Ins
Extend Underground Utility Facilities On Waukesha County Property Known As The Bugline Recreation Trail

 **Passed By Majority Vote**

D1 - Foti	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Weil	AYE	D11 - Howard	AYE	D20 - Schellinger	AYE
D3 - Morris	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Decker	AYE	D22 - Szpara	AYE
D5 - Grant	ABSENT	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	AYE	D18 - Nelson	AYE		

1st Meeting, 178th Year of the County Board Supervisors - April 25 2023 07:30:40 PM

April 25 2023



ORDINANCE ADMINISTRATIVE FACT SHEET

Title of O/R:	APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL	
Submitting Department:	Parks and Land Use	
Department Contact(s): <small>(Include dept. manager or staff who has worked on this ordinance in addition to the dept. head)</small>	Rebecca Mattano, Park System Manager Dale Shaver, PLU Director	
Who will appear at committee meetings?	Rebecca Mattano	
Date of Co. Board Meeting at which you plan O/R to be considered:	04/25/23	Fiscal Note by DOA? <small>(DOA fills this in.)</small> No
Routing Number:	Routing # 100-12-23	

Does this O/R create or abolish any positions or involve other Human Resources issues?

_____ Yes* X No

* If yes, the ordinance should be reviewed by HR prior to submission to Corp. Counsel.

Does this O/R appropriate or transfer expenditure authority, additional resources or change the Budget intent?

_____ Yes* X No

*If department staff developed a fiscal impact statement, please send to your assigned budget analyst concurrent with forwarding of O/R to Corp. Counsel.

Does this O/R authorize the execution of any new or extended contracts/leases/MOUs or other agreements that obligate the County?

 X Yes* _____ No

*If yes, the proposed documents must be forwarded to risk management and Corp. Counsel for approval. The O/R will not be forwarded to the Co. Board until related agreements receive approval. Departments are responsible for putting approved documents on file with the Co. Clerk.

Are there documents (other than contracts, leases or MOUs) that should be included with this O/R before it goes to the County Board office?

 X Yes* _____ No

If yes, all documents must be received by Corp. Counsel before the ordinance can be forwarded to DOA for review. Contracts or leases that are affected by or are the subject of an O/R must be provided to Corp. Counsel.

Has this O/R been reviewed by Corporation Counsel?

 X Yes _____ No

Sec. 59.14(1m), Wis. Stats. Summary (for publication purposes):

This ordinance permits Waukesha County to grant a Distribution Easement to Wisconsin Electric Power Company, d/b/a We Energies, to construct, install, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as the Bugline Recreation Trail.

Referred on: 04/05/23	File Number: 178-O-006	Referred to: LU
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1 APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY
2 TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND
3 UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY
4 KNOWN AS THE BUGLINE RECREATION TRAIL
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7 install, operate, maintain, repair, replace and extend underground utility facilities within
8 Waukesha County property, known as the Bugline Recreation Trail; and
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10 WHEREAS, the easement area is described as strip of land, twelve (12) feet in width, the centerline
11 being described as follows: commencing at the south quarter corner of Section 22, Township 8
12 North, Range 19 East; thence N 89°46'09" E, along the south line of the southeast quarter of said
13 Section, 810.36 feet to a point on said section line, thence n 00°13'51" w, 60.00 feet to a point at
14 the intersection of the northerly right of way of State Highway 74 and the northerly line of Bugline
15 trail, thence n 56°13'55" w along the northerly line of said trail, 342.00 feet, to the point of
16 beginning; thence S 33°45'12" W, 59.86 feet to the southerly line of said trail and the point of
17 termination, all being part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 8
18 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin; and
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20 WHEREAS, it is deemed desirable to allow We Energies to construct, install, operate, maintain,
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22 purpose of transmitting electric energy and signals, including the customary growth and
23 replacement thereof; and
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29 WHEREAS, in consideration of said distribution easement, WE Energies shall pay to Waukesha
30 County the scheduled easement fee of \$1000.00.
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32 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
33 that the distribution easement between Wisconsin Electric Power Company and Waukesha
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35 file with the Department of Parks and Land Use is in all respects approved.
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37 BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the
38 distribution easement on behalf of Waukesha County, together with any other documents
39 necessary to accomplish the intended transaction.
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41 BE IT FURTHER ORDAINED that the revenue from the distribution easement be deposited in
42 the Parks and Land Use General Fund Budget.