

RESOLUTION NO. 2016-103

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED LAND IN BUSHNELL
PARK BY PERMANENT EASEMENT TO WISCONSIN ELECTRIC POWER
COMPANY (DBA WE ENERGIES) TO RELOCATE ELECTRIC FACILITIES FOR
HIGHWAY PURPOSES**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to transfer certain county-owned lands to Wisconsin Electric Power Company (DBA We Energies) for highway purposes;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to grant easements on certain county-owned lands to Wisconsin Electric Power Company for highway purposes;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the land sales and easements are, as set forth in Exhibits "A" and "B", attached hereto;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Corporation Counsel is authorized to prepare or review any agreement or other document, with the necessary and appropriate terms and conditions to facilitate this transaction;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that additional terms and conditions may be applicable as the Corporation Counsel and the Director of the Public Works and Development Services Department deem necessary and appropriate;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Ronald Molnar, Chairman

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: Majority

Tom Hincz, Secretary

3
4
5 Prepared by:
6 Corporation Counsel

Robert D. Grove

8
9

Kiana Harden-Johnson

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11

David J. Cooke

12
13

Scott Maier

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17
18 **The foregoing legislation adopted by the County Board of Supervisors of**
19 **Racine County, Wisconsin, is hereby:**

20 **Approved:** _____
21 **Vetoed:** _____

22
23 **Date:** _____,

24
25
26 _____
27 **Jonathan Delagrave, County Executive**

28
29
30 **INFORMATION ONLY**

31
32 **WHEREAS**, the Wisconsin Department of Transportation (DOT) plans to
33 construct a roundabout at the intersection of State Trunk Highway (STH) 142 and
34 McCanna Parkway in the Town of Burlington, Racine County; and

35
36 **WHEREAS**, proposed grading as part of this project requires that electric utilities
37 be relocated from the east side of State Trunk Highway 142 (Bushnell Road) right-of-
38 way onto county-owned property in Bushnell Park; and

39
40 **WHEREAS**, the purpose of this easement is to construct, install, operate,
41 maintain, repair, replace, and extend underground utility facilities and to construct,
42 erect, operate, maintain, and replace overhead utility facilities for the transmission and
43 distribution of electric energy, signals, television and telecommunications services; and

44
45 **WHEREAS**, We Energies will relocate a power pole, down guy, and buried cable
46 into the utility easement in Bushnell Park, on the east side of STH 142.

Exhibit "A"

DISTRIBUTION EASEMENT OVERHEAD AND UNDERGROUND

Document Number

WR NO. 3823103 IO NO. 76212

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RACINE COUNTY**, 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 "easement area".

The easement area is described as strips of land Twelve (12) feet in width being a part of the Grantor's premises located in the Southwest $\frac{1}{4}$ of Section 33, Township 3 North, Range 19 East, City of Burlington, Racine County, 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.

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

002-03-19-33-010-000
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 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 all 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 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. 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.
- 8. 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.

Grantor:

RACINE COUNTY

By: _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2016,
the above named _____, the _____
and _____, the _____
of RACINE COUNTY pursuant to a Resolution adopted by the County Board on _____
as Resolution No. _____.

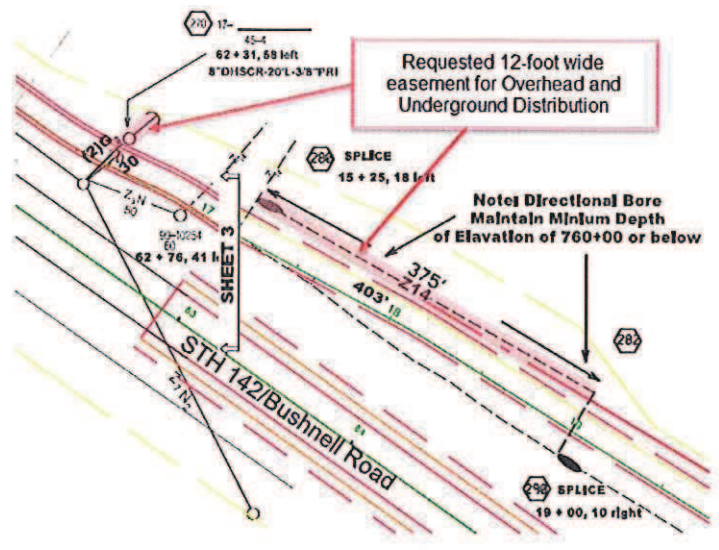
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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



White River Trail & Bushnell Rd
SEE WR 3823104

Exhibit "B"

