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3 **RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE TO**
4 **AUTHORIZE GRANT OF AN ELECTRIC TRANSMISSION LINE EASEMENT TO THE**
5 **AMERICAN TRANSMISSION COMPANY (ATC) OVER PORTIONS OF THE RACINE-**
6 **STURTEVANT BIKE TRAIL FOR THE PURPOSE OF PROVIDING IMPROVED**
7 **SERVICES**
8

9 To the Honorable members of the Racine County Board of Supervisors:

10
11 **BE IT RESOLVED** by the Racine County Board of Supervisors that Racine County
12 is authorized to grant an easement on certain county-owned lands to the American
13 Transmission Company (ATC) for utility purposes;

14
15 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
16 easement, as set forth in Exhibit "A" attached hereto, is authorized and approved.

17
18 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
19 Corporation Counsel is authorized to prepare or review any agreement or other
20 document, with the necessary and appropriate terms and conditions to facilitate this
21 transaction;

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

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

32
33 Respectfully submitted,

34
35 1st Reading _____

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

36
37 2nd Reading _____

38
39 BOARD ACTION

Robert D. Grove, Chairman

40 Adopted _____

41 For _____

Tom Hincz, Vice-Chairman

42 Against _____

43 Absent _____

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45 VOTE REQUIRED: Majority

Monte G. Osterman, Secretary

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Resolution No. 2018-98

Page Two

Prepared by:
Public Works and Development
Services Department

Mike Dawson

Nick Demske

Fabi Maldonado

Tom Kramer

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

3
4 **INFORMATION ONLY**
5
6

7 **WHEREAS**, the Mount Pleasant Tech interconnection transmission line project,
8 approved by the Wisconsin Public Service Commission, includes a new transmission line
9 crossing property owned by Racine County; and

10
11 **WHEREAS**, pursuant to Wis. Stats §196.491(3e), the County of Racine is required
12 to convey, at fair market value, the interest in land necessary for the construction,
13 operation, and maintenance of said line;

14
15 **WHEREAS**, the easement area for the Mount Pleasant Tech Interconnection
16 transmission line project affects 0.74 acres of Racine County-owned lands; and

17
18 **WHEREAS**, an appraisal of the land was completed and the value of the land with
19 the easement reduced the property by \$6,000, which is the offering price provided by
20 ATC for the easement; and

21
22 **WHEREAS**, ATC has offered \$500 for providing additional access rights and \$500
23 for allowing chemicals to control weeds and brush; and

24
25 **WHEREAS**, the purpose of this easement would be to allow ATC to construct,
26 install, operate, maintain, prepare, replace, rebuild, remove, relocate, and inspect and
27 patrol a line of structures, comprised of wood, concrete, steel or of such material as may
28 be selected, and wires, including associated appurtenances, for the transmission of
29 electric current, together with communication signals and equipment restricted solely for
30 the purposes of electric utility communication, upon, in, over and across property owned
31 by Racine County.

Exhibit A

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, Racine County, (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 the Grantor in the Village of Mount Pleasant and City of Racine, both in the County of Racine, State of Wisconsin, described as follows:

NE ¼ of the SE ¼ of Section 22 and a part in the NW ¼ of SW ¼ of Section 23 all being in Township 3 N, Range 22 E, Village of Mount Pleasant and the City of Racine, Racine County, Wisconsin

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

The easement has the following specifications:

EASEMENT STRIP:

The length and width of the easement strip is shown and described on the Exhibit "B"

TRANSMISSION STRUCTURES:

Type: N/A

Number: 0

Maximum height above existing ground level: N/A

TRANSMISSION LINES:

Maximum nominal voltage 345,000 volts

Number of circuits 2

Number of conductors 6

Number of static wires 2

Minimum height above existing landscape (ground level) 25 feet

The 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 the 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 the 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 the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The 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 easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the 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 the Grantee.

Recording Area

Name and Return Address

Contract Land Staff, LLC
N27 W23953 Paul Road, Suite 104
Pewaukee, Wisconsin 53072

Parcel Identification Number(s)

151-03-22-22-100-000,276-00-00-23-
912-001

EXHIBIT "A"
[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.

_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

- (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.

_____ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.