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4 **RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE**
5 **AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED LAND BY PERMANENT**
6 **EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY (DBA WE ENERGIES)**
7 **TO INSTALL ELECTRIC FACILITIES IN PRITCHARD PARK**
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
12 County is authorized to transfer certain county-owned lands to Wisconsin Electric Power
13 Company (DBA We Energies) for utility purposes; and

14
15 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
16 Racine County is authorized to grant easements on certain county-owned lands to
17 Wisconsin Electric Power Company for utility purposes; and

18
19 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
20 the land sales and easements are, as set forth in Exhibit "A", attached hereto; and

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

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

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

36 Respectfully submitted,

37
38 **PUBLIC WORKS, PARKS AND FACILITIES**
39 **COMMITTEE**

38 1st Reading _____

40 2nd Reading _____

41
42 **BOARD ACTION**

Robert D. Grove, Chairman

43 Adopted _____

44 For _____

Tom Hincz, Vice-Chairman

45 Against _____

46 Absent _____

3
4
5
6 VOTE REQUIRED: Majority

Monte G. Osterman, Secretary

7
8 Prepared by:
9 Public Works and Development
10 Services Department

Mike Dawson

11
12 _____
Nick Demske

13
14 _____
Fabi Maldonado

15
16
17 _____
18 Tom Kramer

19
20
21 **The foregoing legislation adopted by the County Board of Supervisors of
22 Racine County, Wisconsin, is hereby:**

23 **Approved:** _____

24 **Vetoed:** _____

25
26 **Date:** _____,

27
28 _____
29 **Jonathan Delagrave, County Executive**

30
31
32 **INFORMATION ONLY**

33
34 **WHEREAS**, We Energies proposes to install underground utilities in Pritchard
35 Park in the City of Racine, Racine County, Wisconsin; and

36
37 **WHEREAS**, the purpose of this easement would allow We Energies to construct,
38 install, operate, maintain, repair, replace, and extend underground utility utility facilities,
39 conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted
40 switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power
41 pedestals, riser equipment, terminals and markers, together with all necessary and
42 appurtenant equipment under and above ground, for transmission of electric energy,
43 signals, television and telecommunications services, including the customary growth
44 and replacement thereof.
45

Exhibit "A"

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR NO. 4465454 IO NO. 5445

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 12 feet in width being a part of the Grantor's premises located in the Southeast 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, 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 P129 PO BOX 2046 MILWAUKEE, WI 53201-2046

276-000-23876-007 (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 switch-fuse units, 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 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 or removed 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 the initial installation of said facilities or 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 sometime 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 _____, 2019,
the above named _____, the _____
and _____, the _____
of the RACINE COUNTY, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, 2019.

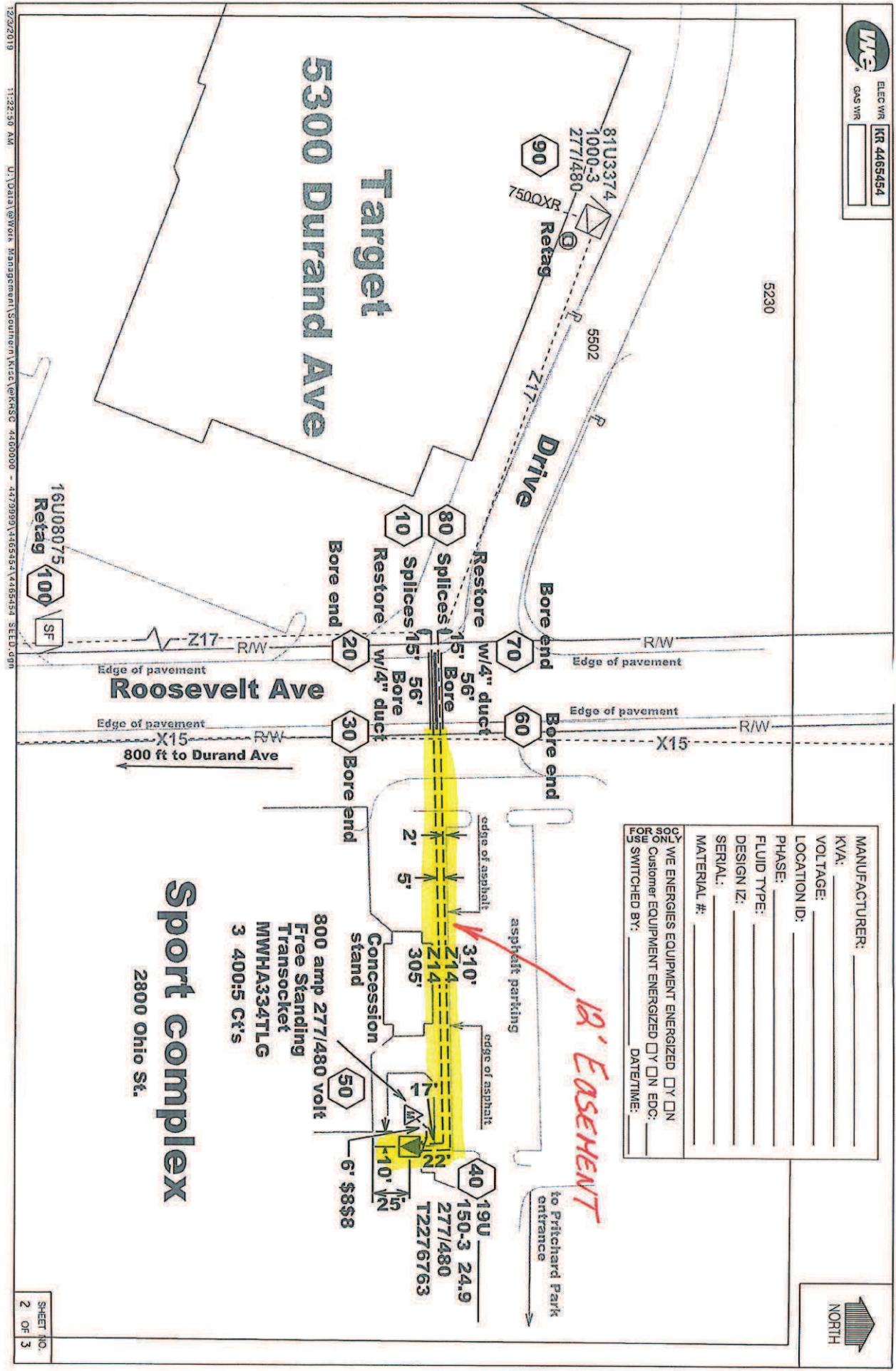
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

Exhibit "A"



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