

January 25, 2022

RESOLUTION NO. 2021-100

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED LAND BY PERMANENT
EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY (DBA WE ENERGIES)
TO INSTALL GAS SERVICE**

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 (We Energies) for utility purposes; and

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 utility purposes; and

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; and

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; and

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; and

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, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

1st Reading _____

2nd Reading _____

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

BOARD ACTION

Adopted _____
For _____
Against _____
Absent _____

Robert D. Grove, Chairman

Tom Kramer, Vice-Chairman

VOTE REQUIRED: Majority

Tom Hincz, Secretary

Prepared by:
Public Works and Development
Services Department

Eric Hopkins

Jody Spencer

Thomas Pringle

Brett A. Nielsen

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **4662917** IO NO. **SN192500**

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 a strip of land 6 feet in width being a part of the Grantor's premises located in the **Northeast 1/4 of Section 13, Township 3 North, Range 21 East**, Village of Yorkville, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 755 of Records on Pages 147-148 as Document No. 741681.

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

194-03-21-13-004-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tie ins, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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 gas 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 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 _____, 2022,
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 County Board on _____, 2022.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

- CRITICAL SAFETY BUFFER - CCB**
1. Guardrail space procedures
 2. Escalation and shoring
 3. Hot gas emergency procedures
 4. Lock out - Tag out
 5. Seal bags
 6. Securing parked vehicles

DOT REQUIRES NO CROSSING IN VICINITY OF NEW SEWER LINES IN ROAD ROW.



Temporary Exhibit "A"

Property lines-
(red)

6' Easement Area
(yellow)

PROPOSED
AGGRAVATED
STRUCTURE

PROPOSED
PROGRESS
BUILDING

INSTALL 12" WASTE PERIMETER
PROTECTION IF NO OTHER
IMPROVED FENCE ARE PRESENT
ON SITE

**INSTALL 627' OF 2" PE SERVICE
WITH CURB VALVE.
BORING REQUIRED.**

INSTALL 5M METER @ 2#.

**MAIN TO P/L 202'
P/L TO METER 425'**

Bore under STH 20

Tie in point

SHEET NO.
1 OF 1

