



## Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: ATC Easement Update

Staff Contact (name, email, phone): Brad Marquardt, [bmarquardt@whitewater-wi.gov](mailto:bmarquardt@whitewater-wi.gov), 262-473-0139

### BACKGROUND

(Enter the who, what, when, where, why)

Staff received an updated version of the easement language based on comments received from the City Attorney and previous comments included by staff.

The changes are highlighted in yellow on the attached updated version. Note that the first highlighted paragraph on top of Page 2 was originally added to easement language as part (i) in Exhibit A. It has been removed from Exhibit A and inserted into the Easement language in order to keep the State Statute as written.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

As previously stated in the Council packet memo.

### STAFF RECOMMENDATION

Staff recommends a motion to approve the updated electrical transmission line easement with ATC, including granting the use of herbicides and ingress/egress beyond the easement boundary.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. ATC Easement



**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, **The City of Whitewater, a municipal corporation**, (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, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), 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 City of Whitewater, County of Jefferson, State of Wisconsin, described as follows:

**Part of the NW 1/4 of the NE 1/4, Section 33, T5N-R15E, City of Whitewater, Jefferson County, Wisconsin.**

Recording Area

Name and Return Address  
Steigerwaldt Land Services, Inc.  
856 North 4<sup>th</sup> Street  
Tomahawk, WI 54487

Parcel Identification Number(s)  
292-0515-3313-000

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:**

Length: Approximately 133 feet

Width: Approximately 123 feet

**TRANSMISSION STRUCTURES:**

Type: N/A

Number: 0

Maximum height above existing ground level: N/A feet

**TRANSMISSION LINES:**

Maximum nominal voltage: 138,000 volts

Number of circuits: 2

Number of conductors: 6

Number of static wires: 2

Minimum height above existing landscape (ground level): 20.7 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.



**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.

