

DISTRIBUTION EASEMENT UNDERGROUND

WR NO. 4296744

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF MILWAUKEE, a municipal corporation, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the northerly Ten (10) feet of the following described parcel: Lot 4 and the Easterly 14.61' of Lot 5, Block 2 of Capitol Development Subdivision No. 2, in the Southeast 1/4 of Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Address: 3244 W. Capitol Dr.

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

246-0002-200  
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to 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 including one pole, 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 the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
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 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. **Notices:** All notices to be given to either party under this agreement shall preferably be in writing and shall be given either by personal delivery, by postage prepaid U.S. Mail, by facsimile or by e-mail to the respective recipients set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt thereof or upon delivery refusal thereof; providing, however, that notices sent by e-mail or facsimile must be sent during the hours between 8:30 A.M. and 4:30 P.M. on days that City of Milwaukee, Department of Public works offices are open for business. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

A. To City of Milwaukee:

Rhonda Szallai, DCD – Real Estate  
City of Milwaukee  
809 N. Broadway, 2<sup>nd</sup> Floor  
Milwaukee WI 53202

Telephone (414) 286-5674  
Facsimile (414) 286-0395

B. To We Energies:

ROW Agent – Todd Miller  
5400 N. Green Bay Ave.  
Milwaukee, WI 53209

Telephone (414) 540-5331

**8. Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.

**9. Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

**10. 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.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and Jim Owczarski, its City Clerk and countersigned by Martin Matson, its Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed.

Signed and sealed in presence of:

CITY OF MILWAUKEE

\_\_\_\_\_ By: \_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_ By: \_\_\_\_\_  
Jim Owczarski, City Clerk

\_\_\_\_\_ By: \_\_\_\_\_  
Martin Matson, City Comptroller



**GRANTEE: WISCONSIN ELECTRIC POWER COMPANY**

By: \_\_\_\_\_  
Dawn M. Neuy, Manager Real Estate Services

STATE OF WISCONSIN)  
:SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, Dawn M. Neuy, Manager Real Estate Services, of the above named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as such Manager Real Estate Services, as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires \_\_\_\_\_