

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR Number: **4483281**

IO Number: **5441**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE, a Wisconsin 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 a strip of land, twelve (12) feet in width, being a part of Grantor's land, being lots 1 and 2 of Certified Survey Map Number \_\_\_\_\_ recorded with the Milwaukee County Register of Deeds on \_\_\_\_\_, 2020 as document number \_\_\_\_\_.

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.

For reference purposes only, property address is:  
1800 South Marina Drive, Milwaukee, WI 53207 and  
1900 South Marina Drive, Milwaukee, WI 53207

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

Part of  
463-9992-000 and  
466-9997-111

- 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, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, and signals, 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. Notwithstanding the foregoing, Grantor and Grantee understand and agree that Grantor is working in conjunction with State and Federal partners to restore the wetland and creek bed that is located within the easement. A culvert replacement and dredging activities shall occur as part of the wetland restoration work. Grantor will coordinate with the Grantee prior to commencing any work that will impact the final elevation of the ground surface above Grantee's facilities.
- 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 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 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 must be sent during the hours between 8:30 A.M. and 4:30 P.M. on days that City of Milwaukee 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:

City of Milwaukee  
2323 S. Lincoln Memorial Drive  
Milwaukee WI 53207  
Attention Brian Kasprzyk

Telephone (414) 286-8141

B. To We Energies:

ROW Agent – Jan van Dulm  
500 S 116<sup>th</sup> Street  
West Allis, WI 53214

Telephone (414) 944-5758

**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.

**11. Fee:** Grantee shall pay Grantor a fee of \$3000 for this easement.

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 Aycha Sawa 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: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Comptroller

Signatures of Tom Barrett, Jim Owczarski, and Aycha Sawa authenticated pursuant to Wis. Stat. § 706.06 this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar Number 1051310

**GRANTEE: WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**

**By: WEC Business Services LLC, Its Affiliate and Agent**

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

STATE OF WISCONSIN )  
:SS  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Dawn Neuy, Manager of 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 Real Estate Services of said corporation, and acknowledged that she executed the foregoing instrument as such Manager of 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 \_\_\_\_\_

This instrument was drafted by Jan van Dulm on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.