

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. **4367331**

IO NO. **13285**

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 (hereinafter referred to as the "Easement Agreement") upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "Easement Area." Grantor and Grantee are each a "Party"; together, they are the "Parties."

The easement area is described as a strip of land twelve (12) feet in width of Grantor's land located in **Parcel X of Certified Survey Map 178 in the Northwest ¼ of Section 15, Township 6 North, Range 21 East** in the City of Milwaukee, Milwaukee County, Wisconsin and further described by that particular **Deed and Conveyance** recorded in the Office of the Register of Deeds for Milwaukee County on September 14, 2021 as **Document No. 11162817**.

The location of the easement with respect to Grantor's land is as shown on the attached drawing, marked as **Exhibit A**, and the attached legal description, marked **Exhibit B** and made 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

5281124200  
(Parcel Identification Number)

Address: 7517 W. Oklahoma Avenue, Milwaukee, Wisconsin 53219

1. **Purpose:** The purpose of this Easement Agreement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, 1 electric pad-mounted transformer, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy and signals. Trees, bushes, branches, roots, and other vegetation may be trimmed or removed so as not to interfere with Grantee's use of the easement area. Grantee shall not use any herbicidal chemicals to remove vegetation without the prior written consent of the Grantor.
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. Grantee shall coordinate its access to the Easement Area and Grantor's adjacent lands with Grantor such that Grantor's use of its property is not unduly impacted by Grantee's access. In the event of an emergency, Grantee may immediately access the Easement Area and adjacent lands in order to address the emergency.
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. Grantee agrees that no structures built or maintained by Grantee shall exceed the boundaries of the Easement Area, except with Grantor's prior written consent.
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. **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 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

Jerrel Kruschke, Interim Commissioner  
Department of Public Works  
City of Milwaukee  
841 N. Broadway, Room 501  
Milwaukee, WI 53202

Telephone (414) 286-3301  
Facsimile (414) 286-3953

B. To: We Energies

We Energies ROW Agent – Mari Nault  
500 S. 116<sup>th</sup> Street  
West Allis, WI 53214

Telephone: (414) 322-9719

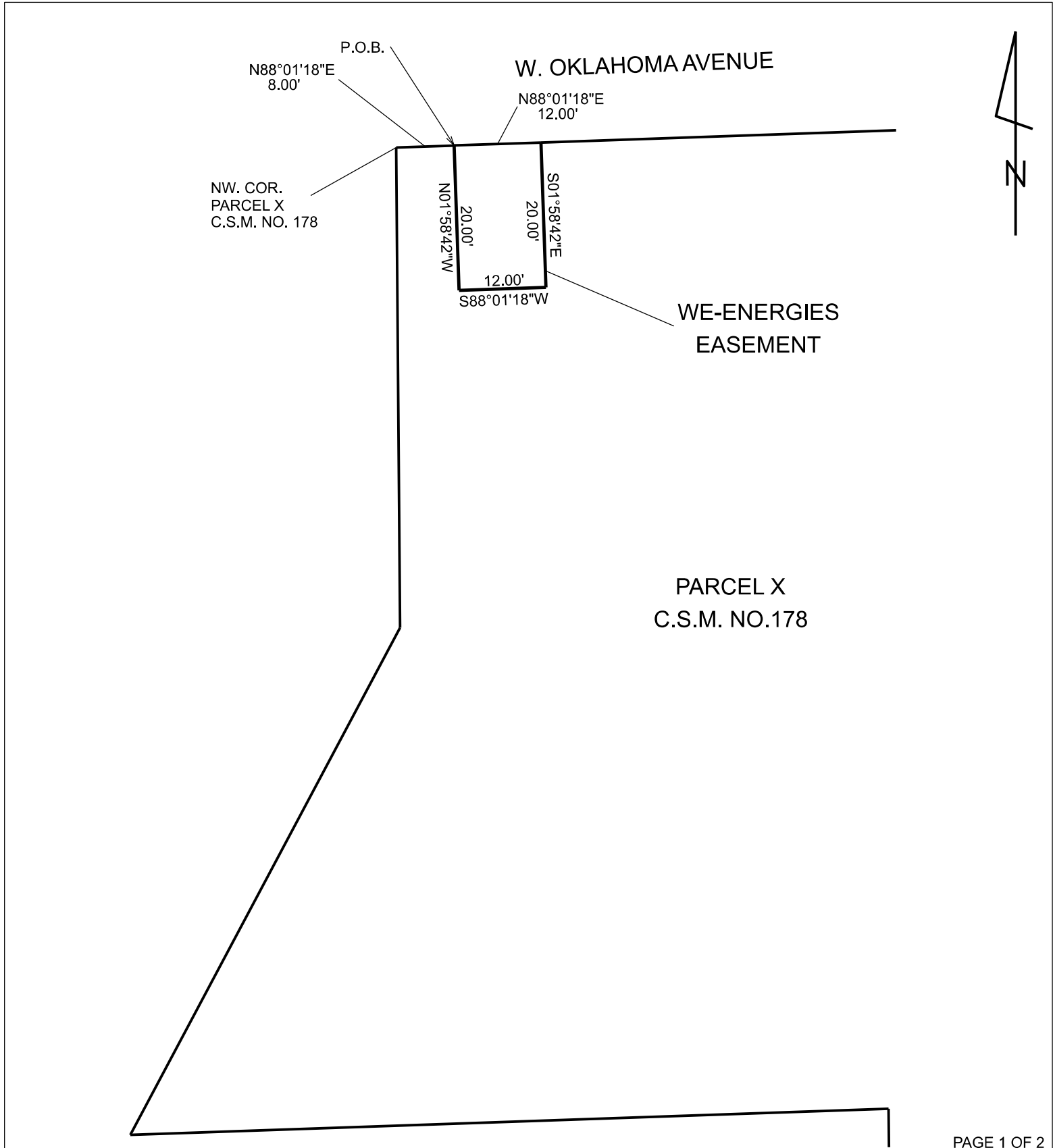
- 8. Amendments:** This Easement Agreement may be amended only by a written instrument executed by all of the parties hereto and subsequently recorded in the Milwaukee County Register of Deeds office by the grantee, at its expense. Two copies of the recorded amendment shall be returned to the City of Milwaukee Commissioner of Public Works, who will, in turn, forward a copy to the Milwaukee Water Works for their records.
- 9. Recording:** This Easement Agreement shall be recorded in the Milwaukee County Register of Deeds office by the grantee, at its expense. Two copies of the recorded document shall be returned to the City of Milwaukee Commissioner of Public Works who will, in turn, forward a copy to the Milwaukee Water Works for their records.
- 10. Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said electric 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, employees, agents, and invitees, 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; and 2) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.
- 11. Waiver:** One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or condition. No breach of a covenant or condition of this Easement Agreement shall be deemed to have been waived by either Party unless such waiver is in writing signed by both Parties. Wherever in this Easement Agreement a Party's consent is required, such consent shall not be unreasonably withheld or delayed.
- 12. Severability:** If any term or provision of this Easement Agreement is held invalid or unenforceable, then the remaining terms and provisions of this Easement Agreement shall be affected thereby, but each remaining term and provision shall be valid.
- 13. Jurisdiction:** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 14. Public Records:** The Grantee understand that Grantor is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Easement Agreement are subject to and conditioned on the provisions of Wis. Stat. §

19.21, et seq. Grantee acknowledges that it is obligated to assist Grantor in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Easement Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Easement Agreement.

**15. Counterparts:** This Easement Agreement may be signed and executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Easement Agreement.

*[Signature Page Follows]*





 **EXHIBIT "A"**

PART OF C.S.M. NO.178  
 N.W. 1/4 SEC.15-6-21  
 CITY OF MILWAUKEE  
 MILWAUKEE COUNTY, WI

DRAWN BY:	TIMOTHY JOHNSON
DATE:	6/16/2022
WR NUMBER:	4367331

COMMENCING AT THE NORTHWEST CORNER OF PARCEL X OF C.S.M. NO. 178, RECORDED AS DOCUMENT NO. 3971659, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WI. THENCE N88°01'18"E ALONG THE NORTH LINE OF SAID PARCEL X, 8.00' TO THE POINT OF BEGINNING; THENCE CONTINUING N88°01'18"E, 12.00' ALONG THE NORTH LINE OF SAID PARCEL X; THENCE S01°58'42"E, 20.00'; THENCE S88°01'18"W, 12.00'; THENCE N01°58'42"W, 20.00' TO THE POINT OF BEGINNING.

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N.W. 1/4 SEC.15-6-21  
CITY OF MILWAUKEE  
MILWAUKEE COUNTY, WI

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