

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. 4163531 IO NO. 11582

For good and valuable consideration which the **CITY OF MILWAUKEE, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, 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 twenty (20) feet in width, being a part of the following described parcel: **A part of lands adjacent and southeasterly of Lots 13 to 24, inclusive in Block 3 of Glidden & Lockwood's Addition and running to N. Lincoln Memorial Drive.** Said lands being a part of the **Northeast and Northwest 1/4 of Section 22, Township 7 North, Range 22 East**, in the City of Milwaukee, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and the attached legal description, marked Exhibit "B", and made a part of this document.

Address: 2275 N. Lincoln Memorial Dr.

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

356-0111-000  
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, 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, 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. Grantee shall provide grantor a minimum of 10 days advance notice prior to commencing any installation, repairs, maintenance or other activities within the easement area; however, in the event of the need for immediate action by grantee to prevent damage or harm to persons or property or in the event of an emergency, no such advance notice is required.
- 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 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 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

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

Telephone: (414) 540-5331

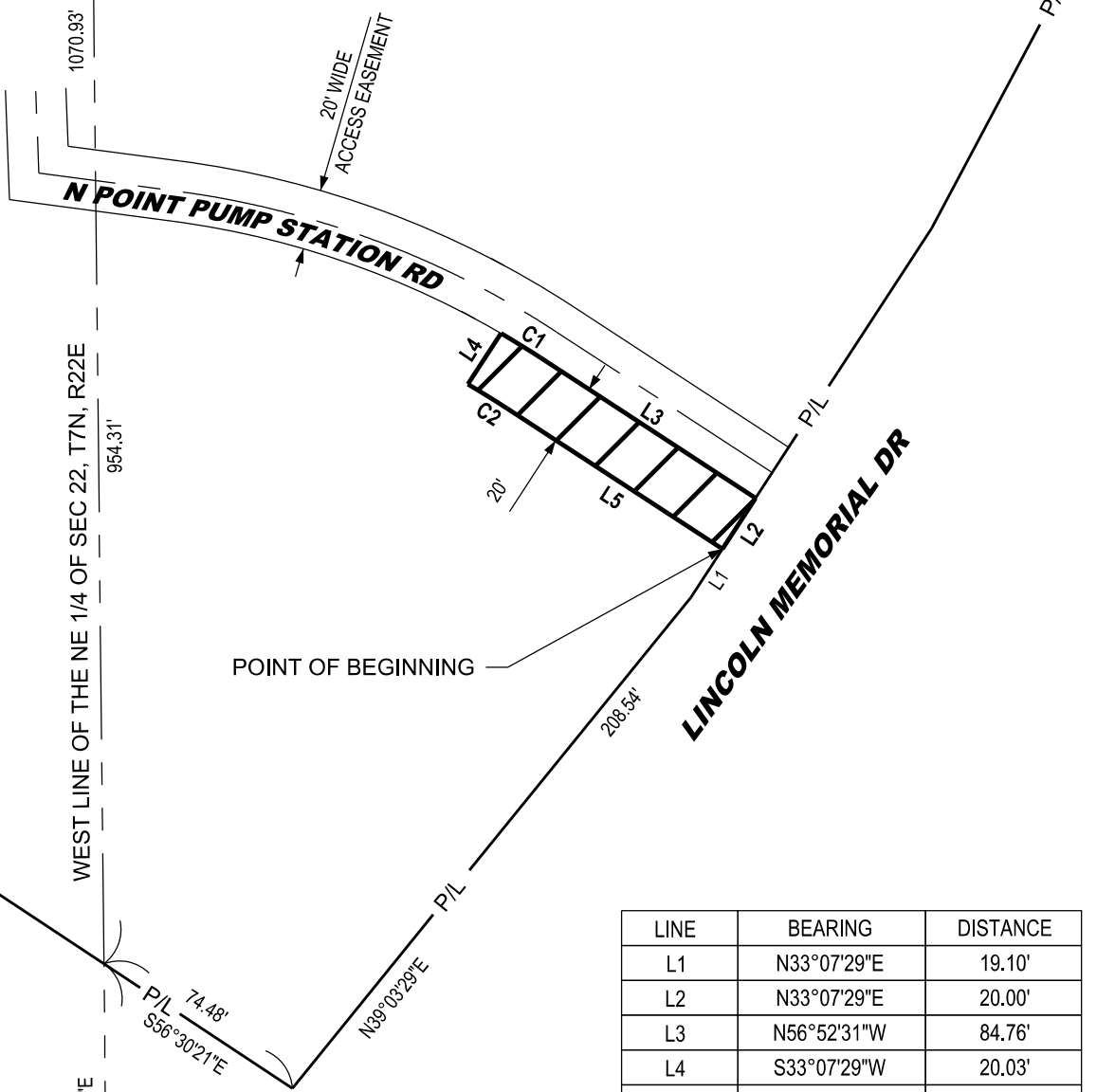
8. **Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
9. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant 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. **Recording:** This document 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.
11. **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 PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the Grantee Notary date below.

|   |  |
|---|--|
| <p><b>GRANTOR: CITY OF MILWAUKEE</b></p> <p>By: _____<br/>Jeffrey Polenske, P.E., Commissioner<br/>Department of Public Works</p> <p><b>Countersigned:</b></p> <p>By: _____<br/>Martin Matson, City Comptroller</p> <p><b>City Common Council Resolution File No.</b><br/>_____.</p> <p><b>CITY ATTORNEY APPROVAL/AUTHENTICATION</b></p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____<br/>Assistant City Attorney<br/>State Bar No. _____<br/>Date: _____</p> <p><b>CAO doc no 178786</b></p> | <p><b>GRANTEE: WISCONSIN ELECTRIC POWER COMPANY</b></p> <p>_____<br/>Dawn M. Neuy, Manager Real Estate Services</p> <p><b>GRANTEE NOTARY</b></p> <p>State of Wisconsin)<br/>  )ss<br/>Milwaukee County)</p> <p>Before me personally appeared the following signature, Dawn M. Neuy, <b>Manager Real Estate Services of WISCONSIN ELECTRIC POWER COMPANY</b>, to me known to be such person who signed this document and acknowledged the same.</p> <p>Date: _____</p> <p>_____<br/>Notary Public</p> <p>Name Printed: _____</p> <p>My commission: _____</p> <p>[notarial seal]</p> |
|---|--|



N 1/4 COR  
SEC 22,  
T7N, R22E



WEST LINE OF THE NE 1/4 OF SEC 22, T7N, R22E  
1070.93'  
954.31'  
116.62'

POINT OF BEGINNING

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N33°07'29"E | 19.10'   |
| L2   | N33°07'29"E | 20.00'   |
| L3   | N56°52'31"W | 84.76'   |
| L4   | S33°07'29"W | 20.03'   |
| L5   | S56°52'31"E | 84.76'   |

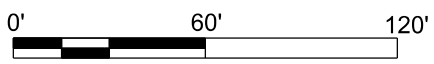
| CURVE | RADIUS  | ARC    | CHORD BEARING | CHORD LENGTH |
|-------|---------|--------|---------------|--------------|
| C1    | 290.00' | 15.25' | N58°16'06"W   | 15.24'       |
| C2    | 270.00' | 15.21' | S58°22'33"E   | 15.21'       |

MEANDER CORNER  
TO CENTER  
SEC 22,  
T7N, R22E

KEY:



UTILITY EASEMENT AREA AS DENOTED



# EXHIBIT "A"

A PART OF LANDS ADJACENT AND TO THE SOUTHEAST OF  
LOTS 13 TO 24, INCLUSIVE IN BLOCK 3 OF GLIDDEN AND LOCKWOOD'S  
ADDITION AND RUNNING TO LINCOLN MEMORIAL DRIVE.  
SAID LAND BEING A PART OF THE NE 1/4 AND NW 1/4 OF SECTION 22,  
TOWNSHIP 7 NORTH, RANGE 22 EAST, CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

|            |                  |
|------------|------------------|
| DRAWN BY:  | T.L. BROWN       |
| DATE:      | JANUARY 17, 2019 |
| WR NUMBER: | 4163531          |
| REVISIONS: | 01/25/2019       |

# EXHIBIT "B"

## Legal Description of a 20 foot Wide Utility Easement

A PART OF LANDS ADJACENT AND TO THE SOUTHEAST OF  
LOTS 13 TO 24, INCLUSIVE IN BLOCK 3 OF GLIDDEN AND LOCKWOOD'S  
ADDITION AND RUNNING TO LINCOLN MEMORIAL DRIVE.  
SAID LAND BEING A PART OF THE NE 1/4 AND NW 1/4 OF SECTION 22,  
TOWNSHIP 7 NORTH, RANGE 22 EAST, CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

Parcel Identification Number: 356-0111-000

Address: 2275 N. Lincoln Memorial Dr.

### LEGAL DESCRIPTION OF EASEMENT

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 7 NORTH,  
RANGE 22 EAST, THENCE S 0°36'32" E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER  
OF SAID SECTION 22, 954.31 FEET TO A POINT, THENCE S 56°30'21" E, 74.48 FEET TO A POINT,  
THENCE N 39°03'29" E, 208.54 FEET TO A POINT, THENCE N 33°07'29" E, 19.10 FEET TO THE  
POINT OF BEGINNING. THENCE N 33°07'29" E, 20.00 FEET TO A POINT ON THE SOUTHERLY LINE  
OF A 20' WIDE ACCESS EASEMENT, THENCE N 56°52'31" W, ALONG SAID SOUTHERLY LINE,  
84.76 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE, ALONG SAID SOUTHERLY  
LINE, A DISTANCE OF 15.25 FEET, SAID CURVE HAVING A RADIUS OF 290.00 FEET WHOSE  
CENTER LIES TO THE SOUTHWEST, A CHORD BEARING OF N 58°16'06" W AND A CHORD  
DISTANCE OF 15.24 FEET TO A POINT, THENCE S 33°07'29" W, 20.03 FEET TO A POINT, THENCE  
ALONG A CURVE PARALLEL TO SAID SOUTHERLY LINE 15.21 FEET, SAID CURVE HAVING A  
RADIUS OF 270.00 FEET WHOSE CENTER LIES TO THE SOUTHWEST, A CHORD BEARING OF S  
58°22'33" E, AND A CHORD LENGTH OF 15.21 FEET TO A POINT. THENCE, ALONG A LINE  
PARALLEL TO SAID SOUTHERLY LINE, S 56°52'31" E, 84.76 FEET TO THE POINT OF BEGINNING.

PAGE 01 OF 01



A PART OF LANDS ADJACENT AND TO THE SOUTHEAST OF  
LOTS 13 TO 24, INCLUSIVE IN BLOCK 3 OF GLIDDEN AND LOCKWOOD'S  
ADDITION AND RUNNING TO LINCOLN MEMORIAL DRIVE.  
SAID LAND BEING A PART OF THE NE 1/4 AND NW 1/4 OF SECTION 22,  
TOWNSHIP 7 NORTH, RANGE 22 EAST, CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

|            |                  |
|------------|------------------|
| DRAWN BY:  | T.L. BROWN       |
| DATE:      | JANUARY 25, 2019 |
| WR NUMBER: | 4163531          |
| REVISIONS: | _____            |
|            | _____            |