

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **3836388**              IO NO.    **5442**

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, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described a strip of land 10 feet in width being a part of grantor's premises located in the **Northwest ¼ of Section 12, township 6 North, Range 21 East**, City of Milwaukee, Milwaukee County, Wisconsin; said premises being more particularly described in that certain **Warranty Deed** recorded in the office of the Register of Deeds for Milwaukee County in **Volume 2751** of Deeds on **Page 154** as **Document No. 2944233**.

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.

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

493-9962-115  
(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, 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 Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
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 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 preferable 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 516  
Milwaukee, WI 53202

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

B. To: We Energies

ROW Agent – Perri Petropoulos  
500 S 116<sup>th</sup> Street  
West Allis, WI 53214

Telephone: (414) 944-5566  
E-Mail: perri.petropoulos@we-energies.com

- 8. Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
- 9. Indemnification:** It is understood that during the time grantee's facilities are located on the land of grantor pursuant to this grant, grantee will indemnify and save the grantor harmless from any and all claims for injury or death to any person and for damage to property of any person arising out of the installation and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of grantor, its employees, agents and invitees.
- 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 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: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p><b>Countersigned:</b></p> <p>By: _____ Martin Matson, City Comptroller</p> <p><b>City Common Council Resolution File No.</b> _____.</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: _____ Assistant City Attorney State Bar No. _____ Date: _____</p>	<p><b>GRANTEE: WISCONSIN ELECTRIC POWER COMPANY</b></p> <p>_____ James T. Raabe, Manager of Property Management</p> <p><b>GRANTEE NOTARY</b></p> <p>State of Wisconsin)   )ss Milwaukee County)</p> <p>Before me personally appeared the following signature, <b>James T. Raabe, Manager of Property Management 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>Notary Public</p> <p>Name Printed: <u>Perri Petropoulos</u></p> <p>My commission: <u>2/28/2016</u></p> <p>[notarial seal]</p>
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This instrument was drafted by Perri J. Petropoulos on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.