

City is granting an easement to WE Energies to put their facilities on MPS property at Alexander Hamilton High School, 6215 W Warnimont Ave.

Attached is a **copy** of the easement to be executed by the City. Upon adoption of the resolution please contact Marcia Lindholm, X2411 to obtain the 4 original easements that need to be fully executed. After these 4 easements have been executed, they will be recorded at the County and properly distributed.

Please contact me as necessary regarding this matter.

Marcia Lindholm

X2411

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 73964

For good and valuable consideration which the **MILWAUKEE BOARD OF SCHOOL DIRECTORS (MBSD) for MILWAUKEE PUBLIC SCHOOLS (MPS)**, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation d/b/a 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: strips of land twelve (12) feet wide being a part of grantor's premises located in the Southeast ¼ of Section 15, Town 6 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin. Grantor's premises are more particularly described as Lot 1, Block 3 of Roth Builder's Inc., Subd. No. 1 and the unplatted lands immediately south of said lot.

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document. The easement area is a part of parcel number 557-0708-100-6

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

Part of 557-0708-100-6
(Parcel Identification Number)
6215 W. Warnimont Ave
Alexander Hamilton High School

1. **Purpose:** The purpose of this easement is to install, operate, maintain and replace underground utility facilities, including conduit and cables, electric pad-mounted switch-fuse unit, concrete slab, 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. 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 the grantor's land for the purpose of exercising its rights in the easement area. Grantee shall provide grantor a minimum of 10 days advance written 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 shall be required.
3. **Buildings or Other Structures:** The 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:** The grantor agrees that the elevation of the existing ground surface 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 the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the 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. **Removal of Facilities:** It is understood that grantee's facilities shall be removed without cost to grantor and the easement rights contained herein terminated at such time as said facilities are no longer required or used by grantee.
8. **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 MPS 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 Milwaukee Board of School Directors:

MPS Director of Facilities & Maintenance Services – Richard W. Moore. P.E.
1124 North 11th Street
Milwaukee WI 53233

Telephone (414) 283-4600
Facsimile (414) 283-4682
E-Mail moorerw@mail.milwaukee.k12.wi.us

B. To We Energies:

ROW Agent – Tonya Peters
4800 W Rawson Avenue
Franklin, WI 53132

Telephone (414) 423-5015
Facsimile (414) 423-5061
E-Mail tonya.peters@we-energies.com

9. **Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
10. **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.
11. **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 Engineer who will, in turn, forward a copy to MPS for their records.

12. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

**Grantor: MILWAUKEE BOARD OF SCHOOL DIRECTORS
For Milwaukee Public Schools**

By 

RICHARD W. MOORE, DIRECTOR of FACILITIES & MAINTENANCE SERVICES

By _____

TOM BARRETT, MAYOR

By _____

RONALD D. LEONHARDT, CITY CLERK

Grantee: WISCONSIN ELECTRIC POWER COMPANY

BY _____

JAMES T. RAABE ,MANAGER OF PROPERTY MANAGEMENT

Acknowledged before me in Milwaukee County, Wisconsin, on July 19, 2005,
by Richard W. Moore, the MPS Director of Facilities & Maintenance Services, pursuant to his authority as granted by the
Milwaukee Board of School Directors (MBSD).

Pamela H. Heir

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires Oct. 26, 2008.

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2005,
by Tom Barrett, the Mayor, and Ronald D. Leonhardt, the City Clerk, of the CITY OF MILWAUKEE, for the municipal
corporation, by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on
_____, 2005.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires _____.

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2005,
by James T. Raabe, the Manager of Property Management, for Wisconsin Electric Power Company, by its authority.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires _____.



W. WARNIMONT AVE.

Lot 1, Block 3
Roth Builders Inc., Subd. No. 1

134.00'

S. 61st ST.

- A - Due West 7.00'
- B - Due North 10.00'
- C - N 69°05'31" W 48.00'

KEY

CENTERLINE OF
12' EASEMENT

EXHIBIT "A"
NOT TO SCALE

IDO

73964

Alexander Hamilton High School
Southeast ¼ Sec 15, Town 6 Range 21
City of Milwaukee
County of Milwaukee

DRAWN BY

Tonya Peters

REVISIONS

DATE

1/3/2005