

UTILITY EASEMENT

Document Number

Document Title

UTILITY EASEMENT

Drafted by:

Rachel S. Kennedy
Asst. City Attorney
City of Milwaukee

Recording Area

Name and Return Address

We Energies
Property Rights & Information Group
231 W. Michigan Street, Room A252
P.O. Box 2046
Milwaukee, WI 53201-2046

Part of 428-0329-100-9

Parcel Identification Number (PIN)

THIS UTILITY EASEMENT (the “**Easement**”), made as of _____, 2017, is from the CITY OF MILWAUKEE (“**CITY**”), as Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Chapter 181 corporation, doing business as WE Energies (“**WE**”), as Grantee, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. City of Milwaukee Parcel; Easement Area. CITY owns the following property (the “**Parcel**”). CITY is willing to grant to WE a permanent easement in and to a part of that Parcel - which part is herein called the “**Easement Area.**” The Easement Area is described and depicted on **EXHIBIT A** attached.

Legal Description of Parcel: Lots 1, 2, 3, 4, 5, 11, 12, 13, 14 and the East 30 feet of Lot 10, in Block 18, in Walker’s Point in the Northeast ¼ of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Parcel Address: 100 West Virginia Street, Milwaukee, Wisconsin

PIN: 428-0329-100-9

2. Easement Grant. *Subject to the terms and conditions contained herein,* CITY grants to WE, and WE accepts, a permanent, nonexclusive, limited easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so WE may access the Easement Area for the purposes stated herein. Within the Easement Area, WE

may construct, install, operate, maintain, inspect, repair, reconstruct, and replace, as WE deems necessary, a pole, together with the necessary anchors, guy wires, pedestals, riser equipment and all other appurtenant equipment below and above ground which WE deems necessary to stabilize an existing pole in the public right of way (collectively called the “**Facilities**”). The Facilities shall be confined to the Easement Area.

3. WE Facilities Maintenance. WE is responsible for maintaining the Facilities and keeping same in good repair.

4. Easement Area Restriction.

A. Construction. No structures or improvements may be constructed within the Easement Area by WE except the Facilities.

B. Repair Damage. If WE causes damage to the Parcel, or improvements therein, or the the Easement Area, WE shall repair same, at WE expense, to substantially the same condition as existed previously.

5. Indemnification/Hold Harmless. In consideration of the foregoing grant of easement by CITY, it is understood that during the time the Facilities are located in or on the Easement Area pursuant to this grant, WE will indemnify and save CITY, its successors and assigns harmless from any and all claims, judgments, damages, penalties, fines, costs paid in settlement of claims, or losses (including attorneys’ fees) in connection with any claims for injury or death to any person or for damage to property of any person arising out of WE's exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the CITY, its successors and assigns, employees, agents and invitees.

6. Prior Approval of Certain Work. Prior to undertaking any work below surface within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 4 inches or more, then, in any such event, WE shall first submit plans therefore to CITY for approval by the Commissioner of Public Works (or designee), and any such work, installation or alteration, requires prior approval of the Commissioner of Public Works (or designee).

7. Recording; Miscellaneous. This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by CITY at WE’s expense, **(b)** is governed by Wisconsin law, **(c)** may only be amended by written instrument signed by all parties, and **(d)** is binding on successors, assigns, and heirs.

8. Counterparts. This Easement may be signed in one or more counterparts which, when taken together, shall constitute one and the same document. Original signatures shall be provided for recording purposes.

[signatures on next page]

EXHIBIT A

DESCRIPTION & DEPICTION OF EASEMENT AREA

1047-2017-1111: 239925