

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **3796902** IO NO. **5450**

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 strips of land in various widths being a part of Grantor's land in the **Southwest ¼ of Section 34, Township 6 North, Range 22 East, and in the Northwest ¼ of Section 3, Township 5 North, Range 22 East in the City of Milwaukee, Milwaukee County, Wisconsin**; said lands being more particularly described in that certain **Supplemental Agreement**, recorded on March 11, 1992 on Reel 2733, Images 47 to 51 inclusive, as **Recorded Document No. 6580791** and in that certain **Warranty Deed**, recorded on December 29, 1953. In Volume 3241 of Deeds on Page 48, as **Recorded Document No. 3262185**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A" and Exhibit "A1", and made a part of this document.

Address: 1600 E. College Ave. and 1701 E College Ave.

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.

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

684-9999-000 & 721-9999-200
(Parcel Identification Number)

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 516
Milwaukee, WI 53202

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

B. To: We Energies

ROW Agent – Maria Koerner
4800 W. Rawson Avenue
Franklin, WI 53132

Telephone: (414) 423-5015
E-Mail: maria.koerner@we-energies.com

8. Amendments: This agreement may be amended only by a written instrument executed by all of the parties hereto.

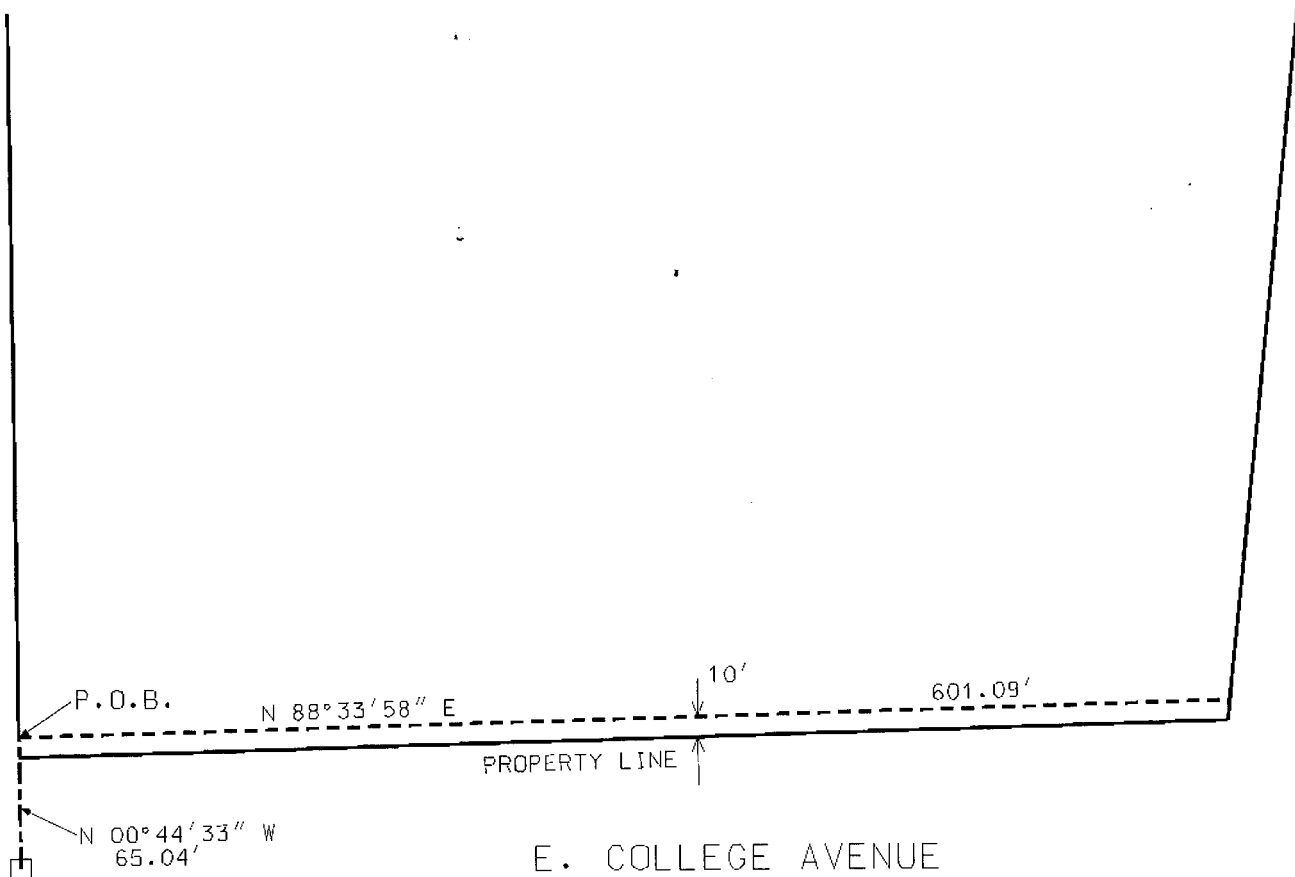
9. Indemnification: It is understood that during the time grantee's facilities are located on the land of grantor pursuant to this grant, grantee will indemnify and save the grantor harmless from any and all claims for injury or death to any person and for damage to property of any person arising out 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.

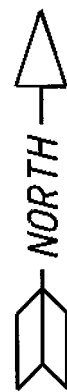
IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the Grantee Notary date below.

GRANTOR: CITY OF MILWAUKEE	GRANTEE: WISCONSIN ELECTRIC POWER COMPANY
By: _____ Ghassan Korban, Commissioner Dept. of Public Works	_____ James T. Raabe, Manager of Property Management
Countersigned:	GRANTEE NOTARY
By: _____ Martin Matson, City Comptroller	State of Wisconsin))ss Milwaukee County)
City Common Council Resolution File No. _____.	Before me personally appeared the following signature, James T. Raabe, Manager of Property Management of WISCONSIN ELECTRIC POWER COMPANY , to me known to be such person who signed this document and acknowledged the same.
CITY ATTORNEY APPROVAL/AUTHENTICATION	Date: _____
_____, 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).	_____ Notary Public
By: _____	Name Printed: <u>Maria Koerner</u>
Name Printed: _____ Assistant City Attorney	My commission: <u>10/30/2016</u>
State Bar No. _____	[notarial seal]
Date: _____	
CAO doc no 178786	

WEST LINE SECTION 34-6-22



E. COLLEGE AVENUE



----- = C/L 20' WIDE WE-ENERGIES EASEMENT

EXHIBIT "A"



PART OF THE SOUTHWEST 1/4 OF SEC. 34-6-22
 TOWN OF LAKE, MILWAUKEE COUNTY,
 WISCONSIN

DRAWN BY:	TIMOTHY C. JOHNSON
DATE:	8/18/2015
WR NUMBER:	3796902
REVISIONS:	_____

NW COR 3-5-22

E. COLLEGE AVENUE

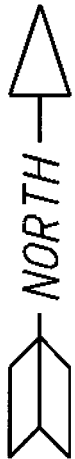
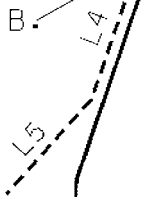
S 00°35'20" W
55.02'

N 88°52'22" E
74.48'

N 88°33'58" E
25.26'

WEST LINE SECTION 3-5-22

P.O.B.



NUMBER	BEARING	DISTANCE
L4	S 18°52'44" W	59.46'
L5	S 41°56'17" W	53.03'

----- = C/L 10' WIDE WE-ENERGIES EASEMENT

EXHIBIT "A1"



PART OF THE NORTHWEST 1/4 OF SEC. 3-5-22
CITY OF MILWAUKEE, MILWAUKEE COUNTY,
WISCONSIN

DRAWN BY: TIMOTHY C. JOHNSON

DATE: 8/18/2015

WR NUMBER: 3796902

REVISIONS: _____

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