

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4587594** IO NO. **5441**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Milwaukee**, 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 as a strip of land twelve (12) feet in width of being part of Grantor's land (known as Burnham Park) in the **Northeast ¼ of Section 1, Township 6 North, Range 21 East** in the City of Milwaukee, Milwaukee County, Wisconsin.

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

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, 1 electric pad-mounted transformer, riser equipment, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy and signals. 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 coordinate its access to the easement area and Grantor's adjacent lands with Grantor such that Grantor's use of its property is not unduly impacted by Grantee's access. Grantee shall contact Brian D. Litzsey, Manager of Operations Milwaukee Recreation at (414)475-8941. In the event of an emergency, Grantee may immediately access the easement area and adjacent lands in order to address the emergency.
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. **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.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

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(Parcel Identification Number)

9. Indemnification and Hold Harmless: In consideration of the foregoing grant, it is understood that during the time said electric 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.

IN WITNESS WHEREOF, City of Milwaukee (Grantor) caused this Easement to be executed as of the date first written above. Conveyance authorized by Resolution File No. _____ adopted by the Common Council of the City of Milwaukee on _____, 2021.

CITY OF MILWAUKEE

By: _____

(Print Name): _____

Title: _____

Department of City Development

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, _____, the _____ of the Department of City Development of the City of Milwaukee, who, with the City's authority and on its behalf, executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin

My commission expires _____