DISTRIBUTION EASEMENT
GAS

Document Number

WR NO. **5085334** IO NO. **17206**

THIS DISTRIBUTION EASEMENT UNDERGROUND AGREEMENT (the "Easement"), made as of_____, 2026, is from the **CITY OF MILWAUKEE, a Wisconsin municipal company,** hereinafter referred to as "Grantor", owner of land, to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies,** hereinafter referred to as "Grantee". Grantor and Grantee are each a "Party"; together, they are the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, 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 strips of land six (6) feet in width being part of Grantor's land known as Lot 1, of Block 102, in Plot of Lots 3 and 6 in the Northwest ¼ of the **Southeast ¼ of Section Twenty-nine (29), Township Seven (7) North, Range Twenty-two (22) East**, City of Milwaukee, Milwaukee County, Wisconsin.

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

431-1040-000
(Parcel Identification Number)

1. **Grant of Easement:** Grantor hereby grants to Grantee, and Grantee accepts, a non-exclusive perpetual easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so that Grantee may use the Easement Area.

2. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. ("Permitted Improvements"). No unpermitted structures or improvements may be constructed within the Easement Area by Grantee. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area.

3. **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.

4. **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.

5. **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. Prior to undertaking any work below surface within the Easement Area, and prior to any underground installation within the Easement Area, and prior to any surface-grade alteration within the Easement Area that would raise or lower the surface elevation by 1 foot or more, then, in any such event, Grantee shall first submit plans therefore to Grantor for approval by the Grantor's Commissioner of Public Works ("DPW Commissioner"), and any such work, installation or alteration, requires prior approval of the DPW Commissioner. The Parties agree that the notice and consent requirements in this Section 5 shall not apply in the event of needed emergency services due to a power outage or disruption event. Upon completion of emergency work and as soon as practicable, Grantee shall notify Grantor in writing of such work and any expected impacts to Grantor's use of the Easement Area or surrounding areas.

6. **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, any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.

7. **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.

8. **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.

9. **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.

10. **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 City of Milwaukee:

    City of Milwaukee – Dept. of City
    Development Attn: David P. Misky
    809 North Broadway
    Milwaukee, WI
    Telephone: (414) 286-8682
    Email: dmisky@milwaukee.gov

    With a copy to:

    MPS Facilities & Maintenance Services
    1124 North 11th Street
    Milwaukee WI 53233

    Telephone (414) 283-4600
    Facsimile (414) 283-4682

    B. To We Energies:

    Property Rights and Information Group
    231 W. Michigan ST, Room A252
    PO Box 2046
    Milwaukee, WI 53201

    Telephone: (414) 221-2750
    E-Mail: Real-Estate@wecenergygroup.com

11. **Amendments:** This agreement may be amended only by a written instrument executed by the Parties hereto.

12. **Indemnification:** It is understood that during the time Grantee's facilities are located on the land of grantor pursuant to this Easement, 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.

13. **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 its records.

14. **Public Records:** Grantee understands that Grantor is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Easement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Grantee acknowledges that it is obligated to assist Grantor in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Easement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years termination of this Easement.

15. **Governing law; Venue:** This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Easement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in the Eastern District of Wisconsin for matters arising under federal law.

16. **Authority:** Each person signing this Easement on behalf of a Party represents that he or she is duly authorized to sign this Easement and to bind the Party on behalf of which such person is signing

17. **Counterparts:** This Easement may be signed and executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Easement.

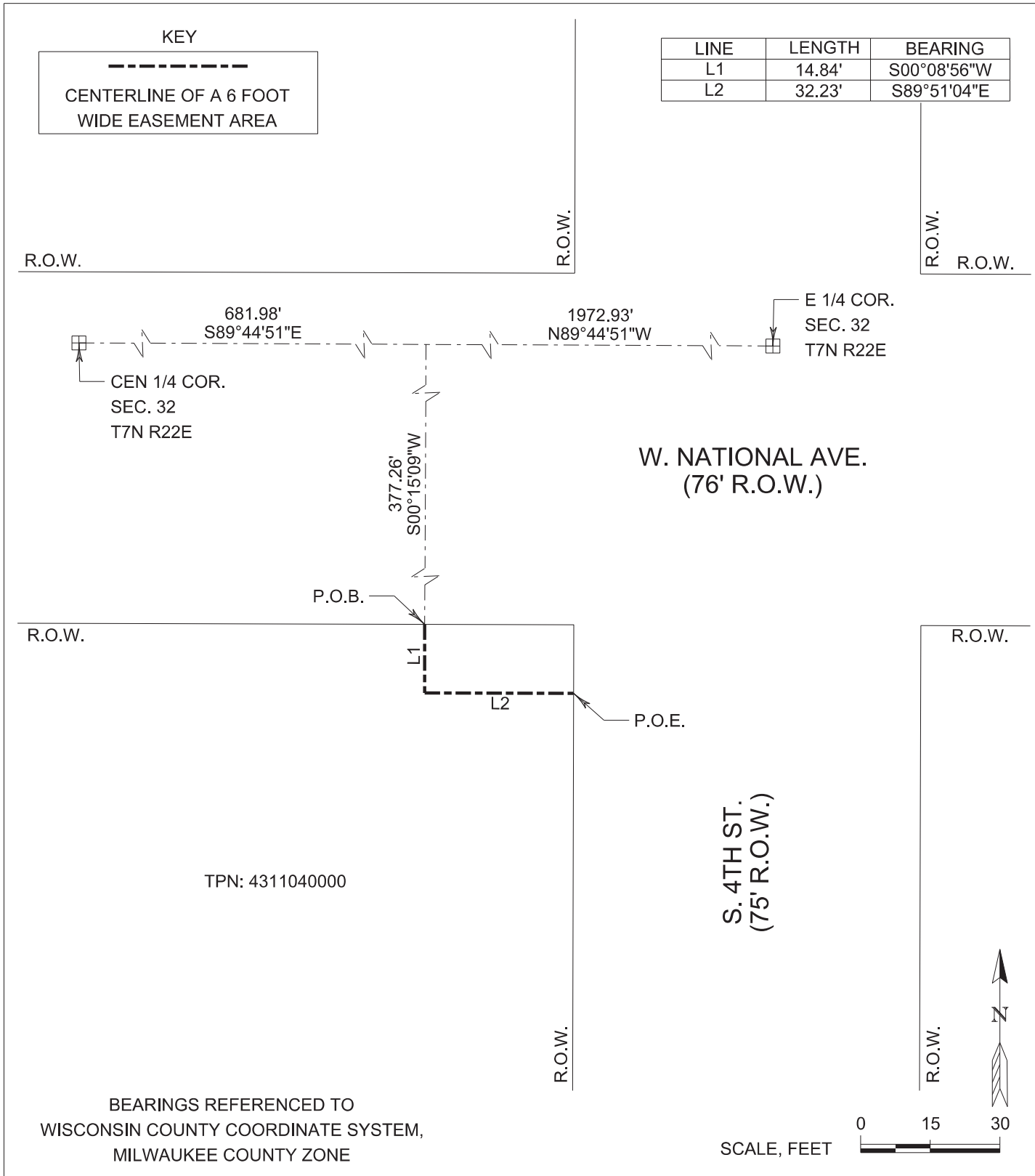
[Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Distribution Easement Agreement to be executed by their authorized signatories as of the date first written above.

CITY OF MILWAUKEE	**WISCONSIN ELECTRIC POWER COMPANY**
By:_____ Cavalier Johnson, Mayor By: _____ James R. Owczarski. City Clerk **Countersigned:** By:_____ Bill Christianson, Comptroller **City Common Council Resolution File No 260051** _____, adopted on _____, 20___. **CITY ATTORNEY APPROVAL/AUTHENTICATION** Jordan M. Schettle, 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). By:_____ Name Printed: Jordan M. Schettle Assistant City Attorney State Bar No. 1104571 Date:_____	By:_____ Dawn Neuy, Director Real Estate Services **GRANTOR NOTARY** State of Wisconsin))ss Milwaukee County) Before me personally appeared the following signatory,_____, to me known to be such person who signed this document and acknowledged the same. Date:_____ _____ Notary Public Name Printed:_____ My commission:_____ [notarial seal]

This instrument was drafted by Andrew Nault on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

EXHIBIT A
EASEMENT AREA



kapur all in
7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
Kapurinc.com

EXHIBIT "A"

we energies

PART OF THE NW 1/4 OF THE SE 1/4 OF
SEC. 32, T7N, R22E, CITY OF MILWAUKEE,
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	5085334
DATE:	2/3/2026
DRAWN BY:	BLN
SCALE:	1" = 30'
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