

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 4487392

IO 5441

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE, a municipal corporation**, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as lands ten (10) feet by ten (10) feet being part of Grantor's land as shown on the attached Exhibit "A", and made a part of this document.

Grantor's land is described as: Commencing at the northwest corner of the Southwest 1/4 of Section 11, Township 6 North, Range 21 East; thence Easterly, along the north line of said 1/4 Section, 175.00 feet; thence Southerly, parallel to the west line of said 1/4 Section, 45.00 feet to a point in the present south line of West Cleveland Avenue and the point of beginning of the land to be described; thence Easterly, along said south line and parallel to the north line of said 1/4 Section, 70.00 feet; thence Southerly, parallel to said west line, 192.58 feet to a point in the north line of Lot 12 in Block 26 of White Manor Addition No. 6, a recorded subdivision, in said 1/4 Section; thence Westerly, along the north line of Lot 12, to a point lying 240.00 feet east of said west line, as measured along a line parallel to the north line of said 1/4 Section, said point also being the northwest corner of Lot 12; thence Southerly, parallel to said west line, 220.05 to the southwest corner of Lot 10 in said Block 26, said point being in the northerly line of a public pedestrian way; thence Southwesterly, along said northerly line, 66.81 feet to a point in the north line of said subdivision; thence Westerly, along the north line of said subdivision and parallel to north line of said 1/4 Section, 0.77 feet to a point lying 175.00 feet east of the west line of said 1/4 Section, as measured along a line parallel to the north line of said 1/4 Section; thence Northerly, parallel to said west line, 430.13 feet to the point of beginning.

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

Part of 513-9981-000
(Parcel Identification Number)

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.

Address of Grantor's Parcel: 2702-R South 60th Street

1. **Purpose:** The purpose of this easement is to 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, and signals, 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.
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 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. **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, Department of Public works 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 – Bobby Anderson
 500 S 116th Street
 West Allis, WI 53214
 Telephone (414) 940-9258

- 8. **Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
- 9. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee'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 Grantor, its successors and assigns, Grantor's employees, agents and invitees and any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of the Grantee's facilities.
- 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 said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and _____, its _____ City Clerk and countersigned by _____,

Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed.

Signed and sealed in presence of:

CITY OF MILWAUKEE

_____ By: _____
 Tom Barrett, Mayor

_____ By: _____
 City Clerk

_____ By: _____
 City Comptroller

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, Tom Barrett, Mayor of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the _____ Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

GRANTEE: WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies

By: WEC Business Services LLC, Its Affiliate and Agent

By: _____
Dawn Neuy, Manager of Real Estate Services

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, Dawn Neuy, Manager of Real Estate Services, of the above named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Real Estate Services of said corporation, and acknowledged that she executed the foregoing instrument as such Manager of Real Estate Services, as the deed of said corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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