

**DISTRIBUTION EASEMENT  
UNDERGROUND  
ELECTRIC**

Document Number

WR Number: 3399847

For good and other valuable consideration which **MILWAUKEE COUNTY, a municipal body corporate**, together hereinafter referred to as "Grantor", 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, fifteen (15) feet in width, being a part of **Grantor's lands located in the SW ¼ and SE ¼ of Section 29 and the NE ¼ of Section 32, Township 7 North, Range 21 East**, in the 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:  
WISCONSIN ELECTRIC POWER COMPANY  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A440  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

**1. Purpose:**

409-9988-110

410-0001-111

416-1301-111

(Parcel Identification Numbers)

(a) 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 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, for the transmission and distribution of electric energy, 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.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

**2. Buildings or Other Structures:** Grantor agrees that no structures requiring below-grade footings will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of the Wisconsin State electric and gas codes or any amendments to it. Structures with below-grade footings may be placed within the easement area only with Grantee's consent, which consent will not be unreasonably delayed or withheld.

**3. Elevation:** Grantor agrees that the elevation of the existing ground surface within the easement area will not be permanently altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.

**4. Construction; Access:**

(a) Grantee shall provide written notice to the Milwaukee County Grounds Facilities Management Division (DAS-FM) prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

(b) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of DAS-FM. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by DAS-FM.

(c) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the facilities shall be subject to the written approval of DAS-FM and any other required governmental approvals.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor.

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

(f) Grantee shall be responsible for maintaining the facilities.

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the 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. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Relocation of facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonably suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
8. **Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide electric service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
9. **Grantor Review:** Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, DAS-FM and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area boundaries.
10. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
11. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

**12. "Definition Proposal":** This easement agreement constitutes a "Definition Proposal" in conformance with Section 2.03 of that certain Easement Agreement between Grantor and Grantee dated December 2, 1996, and recorded in the office of the Register of Deeds for Milwaukee County on December 3, 1996, on Reel 3939, Images 1305 through 1365, as Document No. 7298264.

**13.** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

**Grantor:**

**MILWAUKEE COUNTY, a municipal body corporate**

By: \_\_\_\_\_

Print name/title: \_\_\_\_\_

By: \_\_\_\_\_

Print name/title: \_\_\_\_\_

Personally came before me in Milwaukee County, Wisconsin on \_\_\_\_\_, 2013,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of MILWAUKEE COUNTY, a municipal body corporate by its authority.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

(NOTARY STAMP/SEAL)

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires: \_\_\_\_\_