

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR Number: **4919373**

IO Number: **5438**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF WAUWATOSA, 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, 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 eight (8) feet in width being a part of the Grantor's land located in the Southeast 1/4 of the **Southwest 1/4 of Section 21, Town 7 North, Range 21 East**, City of Wauwatosa, Milwaukee County, Wisconsin.

The Grantor's land is described as follows:

ASSESSORS PLAT NO 18 LOTS 5 THRU 7 & PT LOTS 4 & 9 & PT BLK 1 WELLAUER SUBD & LNDS IN SE 21-7-21 COM 5 FT SWLY OF NWLY COR SD LOT 5 TH SELY 154 FT NELY 63 FT SELY 140 FT & 144 FT NELY 54 FT NWLY 190 FT & 33.69 FT SWLY 48.09 FT NELY 60.80 FT SELY 37.06 FT.

The Easement Area is described as follows:

Beginning at a point 5.00 feet South 52° 15' 39" West of the most Northerly corner of Lot 4 in Assessor's Plat No. 18; then South 37° 44' 21" East 110.00 feet to a point; then North 52° 15' 39" East 8.00 feet to a point; then North 37° 44' 21" West 110.00 feet to a point; then South 52° 15' 39" West 8.00 feet to the beginning point.

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.

- 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.
- 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.

RETURN TO:

We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM P277  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

371-0078-001  
(Parcel Identification Number)

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.

**Grantor:**

**THE CITY OF WAUWATOSA**

By \_\_\_\_\_  
Dennis McBride, Mayor

By \_\_\_\_\_  
Steve Braatz, City Clerk

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2023,  
the above named Dennis McBride, the Mayor and Steve Braatz, the City Clerk of The City of Wauwatosa, a  
municipal corporation, for the municipal corporation, by its authority, and pursuant to Resolution File No. \_\_\_\_\_  
adopted by its \_\_\_\_\_ on \_\_\_\_\_, 2023.

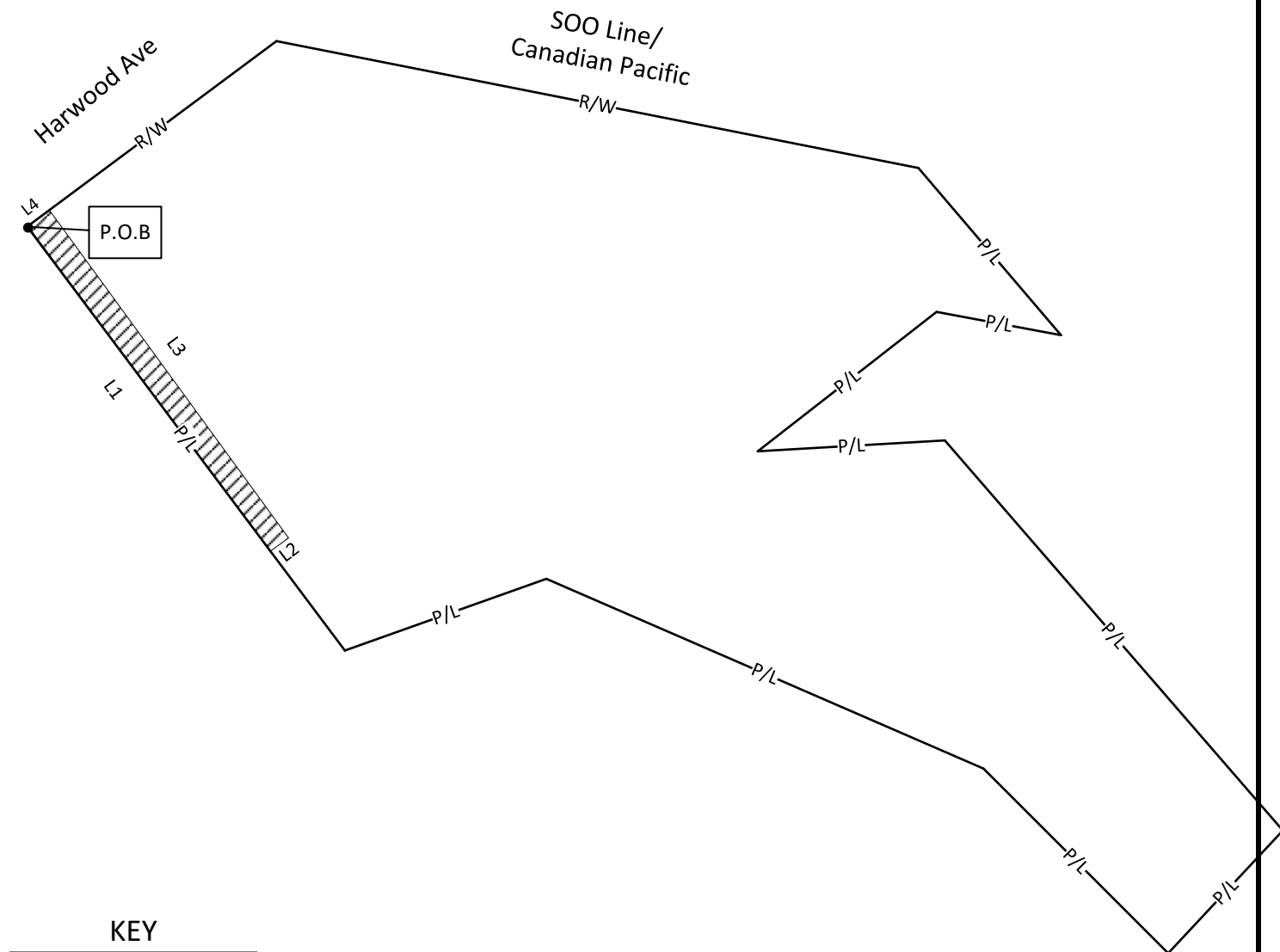
\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

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

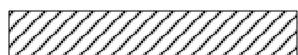
(NOTARY STAMP/SEAL)

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

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



### KEY



8 feet wide  
underground electric  
easement

P.O.B: 5ft S 52 ° 15' 39" W of most  
northerly corner of Lot 4 in

Assessor's Plat No. 18

L1: S 37° 44' 21" E, 110ft

L2: N 52° 15' 39" E, 8ft

L3: N 37° 44' 21" W, 110ft

L4: S 52° 15' 39" W, 8ft

## EXHIBIT "A"

NOT TO SCALE

IDO

MN 4919373

ASSESSORS PLAT NO 18 LOTS 5 THRU 7 & PT LOTS 4 & 9 & PT  
BLK 1 WELLAUER SUBD & LNDS IN SE 21-7-21 COM 5 FT  
SWLY OF NWLY COR SD LOT 5 TH SELY 154 FT NELY 63 FT  
SELY 140 FT & 144 FT NELY 54 FT NWLY 190 FT & 33.69 FT  
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DRAWN BY

JRG

REVISIONS

DATE

11-13-2023