



City of West Allis

Resolution: R-2020-0372

File Number: R-2020-0372

Final Action: 7/14/2020

Sponsor(s): Public Works Committee

Resolution granting a Permanent Easement by the City of West Allis to We Energies to install and provide access to their facilities on City Property

WHEREAS, the City of West Allis ("City") has agreed to grant to the Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies ("We Energies"), a Permanent Easement ("Easement"), a copy of which is attached hereto and incorporated herein by reference, on the property located in the City and legally described in Exhibit "A" of the Easement; and,

WHEREAS, We Energies is willing to accept all the terms and conditions of said Easement; and,

WHEREAS, 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 padmounted 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; and,

WHEREAS, Trees, bushes, branches and roots may only be trimmed or removed with permission from the City of West Allis Forestry Division, so as not to interfere with Grantee's use of the easement area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

- 1) That the Permanent Easement between the City of West Allis and We Energies, which is attached hereto and incorporate herein by reference, be and the same is hereby accepted and approved.
- 2) That the Mayor and the City Administrative Officer be and are hereby authorized and directed to execute the attached Permanent Easement on behalf of the City of West Allis.

ADOPTED 7/14/2020

APPROVED 7/14/2020

Rebecca Grill, City Administrator/Clerk

Dan Devine, Mayor

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR Number: **4481514 to 4481517 (Inclusive)** IO Number: **52671**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF WEST ALLIS**, 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 strips of land ten (10) feet in width being a part of the Grantor's land located in the **Northwest 1/4 of Section 18, Township 6 North, Range 21 East**, City of West Allis, 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 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, 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. Grantee may trim or remove trees, bushes, branches and roots only with Grantor's permission and only so for the purpose of eliminating their interference with Grantee's use of the easement area.
2. **Repair of Easement Area:** Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the utilities and Grantee shall repair the easement area according to City of West Allis specifications for soil, seed and mulching.
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.
6. **Restoration & Repair of Easement Area:** 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.
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.

N/A
(Parcel Identification Number)

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.

Grantee:

Wisconsin Electric Power Company,
a Wisconsin corporation doing business as We Energies

By: WEC Business Services LLC, its Affiliate and Agent

By: _____
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on _____ 20_____, by Dawn M. Neuy,
Manager Real Estate Services, WEC Business Services LLC, Affiliate and Agent of Wisconsin Electric Power Company, a
Wisconsin corporation doing business as We Energies, in its name and on its behalf.

Notary Public Signature, State of Wisconsin

Notary Public Name (typed or printed)

(NOTARY STAMP/SEAL)

My commission expires: _____

Grantor:

City of West Allis

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2020,
the above named _____, the _____
of the City of West Allis, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, 2020.

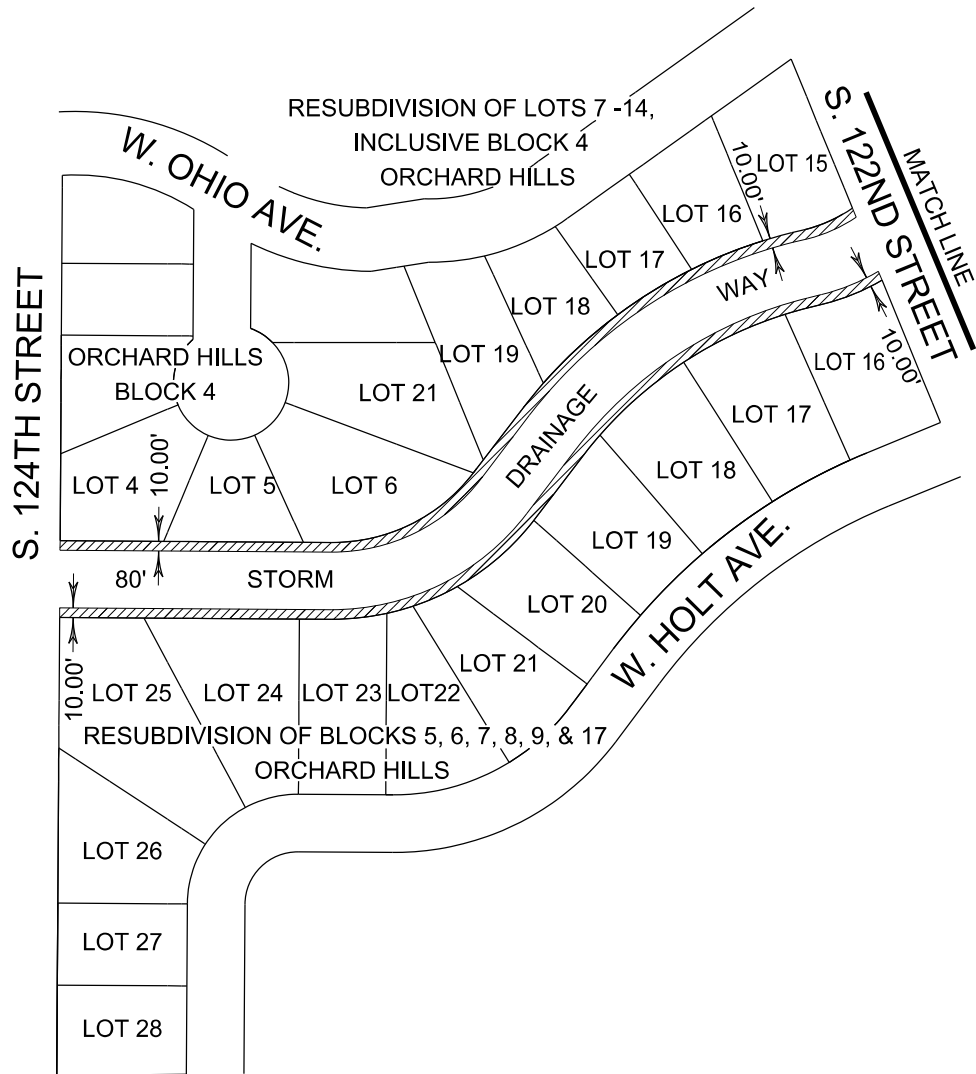
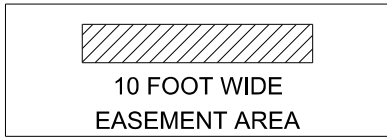
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

KEY



BEARINGS REFERENCED TO
WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE (NAD 27)

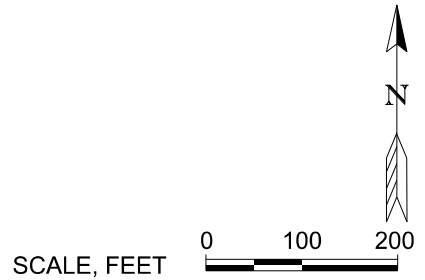


EXHIBIT "A"



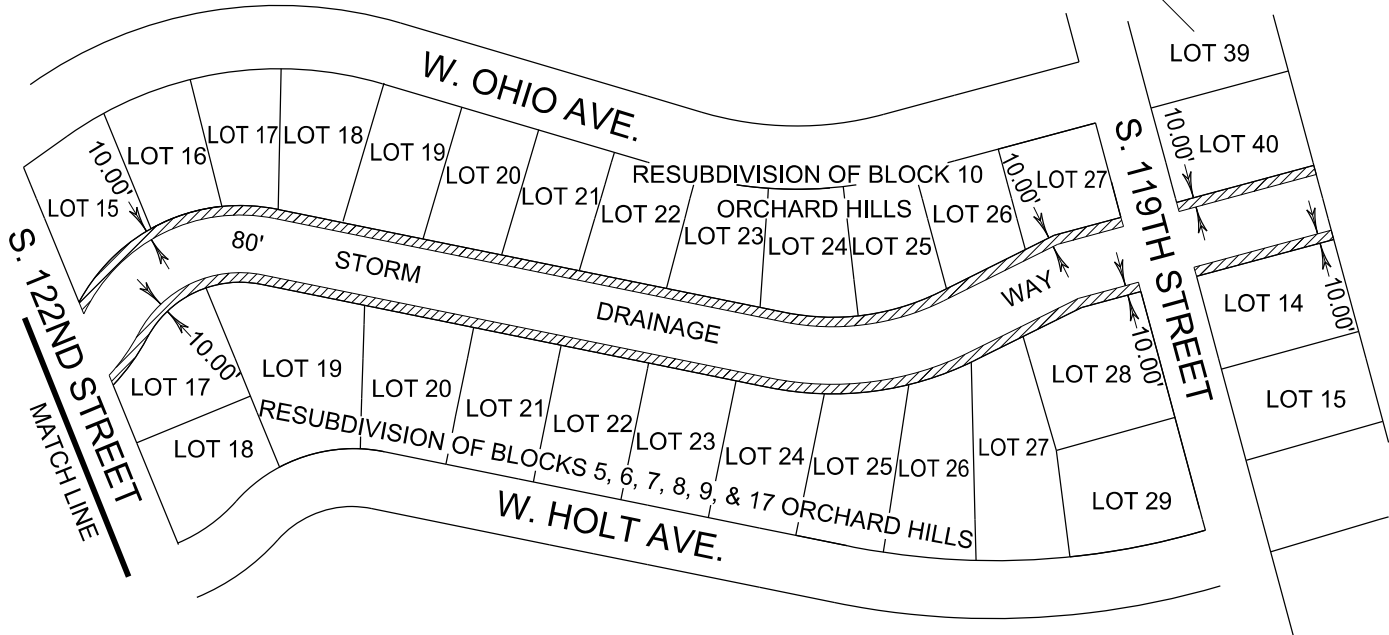
PART OF THE NW ¼ OF
SEC. 18, T6N, R21E, CITY OF WEST ALLIS,
MILWAUKEE COUNTY, WISCONSIN

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| WR NUMBER: | 4481514, 4481515, 4481516, 4481517 |
| DATE: | 06/17/2020 |
| DRAWN BY: | GRS |
| SCALE: | 1" = 200' |

KEY



RESUBDIVISION LOTS 13 TO 27
INCLUSIVE BLOCK 16,
ORCHARD HILLS



BEARINGS REFERENCED TO
WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE (NAD 27)

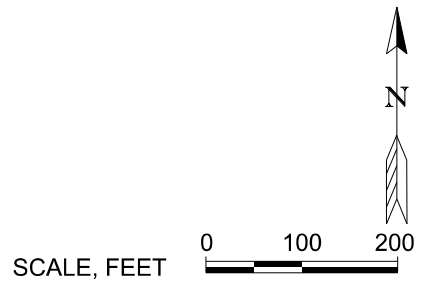


EXHIBIT "A"



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| PAGE 2 of 2 | |