

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4972900**

IO NO. **16466**

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 the southerly thirty (30) feet of westerly ten (10) feet of the easterly fifty-five (55) feet of Grantor's land commencing at a point which lies sixty one (61) feet west and five hundred sixty-five (565) feet south of the Northwest corner of Block 6, Conrad Garden City; thence south a distance of 283.86 feet to the North line of the Wisconsin Electric Power Company (WEPCO) Right-of-Way; thence West along said north line of the WEPCO Right-of-Way to a point which lies 20.86 feet west of the east line of Mount Tanner Subdivision; thence north a distance of 260 feet; thence west a distance of 200 feet; thence north a distance of 21.15 feet; thence east to the point of beginning; all within the Northwest 1/4 of Section 4, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

451-1535-001
(Parcel Identification Number)

The address of the above premise is 1725 S 96th Street, West Allis, WI 53214

- 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.
- 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. 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:

City of West Allis

By _____

(Print name): _____

(Print title): _____

Personally came before me in Milwaukee County, Wisconsin on _____ 2025,
the above named _____, the (title): _____
of the Village of West Milwaukee, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its Common Council on _____, 2025.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

