

Memorandum of Understanding
Waukesha County-City of Waukesha-WE Energies
New Berlin Trail Connection

This Memorandum of Understanding, referred to herein as the MOU, is by and among Waukesha County, referred to herein as the County; the City of Waukesha, referred to herein as the City; and Wisconsin Electric Power Company, doing business as WE Energies, referred to herein as WE Energies. Together, they are referred to herein as the Parties.

Recitals

WE Energies has previously granted the County a license to construct and maintain a bicycle and pedestrian trail, known as the New Berlin Trail, on land owned by WE Energies. A map of a portion of the New Berlin Trail relevant to this MOU is attached as Exhibit A.

WE Energies has agreed to grant the City a license to construct and maintain a bicycle and pedestrian trail on land owned by WE Energies, which will connect with the County's New Berlin Trail. The location of the City's trail is indicated on Exhibit A.

As a condition of granting the City a license to construct and maintain its trail on WE Energies' land, WE Energies requires that the County and the City agree that their respective trails can connect with one another, and that they acknowledge that doing so will not interfere with either the County's or the City's license to maintain a trail on WE Energies' property.

Now, therefore, in consideration of the mutual covenants stated herein, the adequacy and sufficiency to support this MOU as a binding obligation on the Parties is acknowledged by them, the Parties agree as follows:

1. The County acknowledges and agrees that the City may connect its bicycle and pedestrian trail to the New Berlin Trail, generally as shown on Exhibit A, and that the connection will not be a violation of, or an interference with, its rights under the license granted to it by WE Energies.
2. The City acknowledges and agrees that the County's license rights to maintain the New Berlin Trail are not a violation of, or an interference with, its rights under the license granted to it by WE Energies.
3. WE Energies acknowledges and agrees that the County and the City may connect their respective trails to one another, generally as shown on Exhibit A, and that doing so is not a violation of the terms of the licenses granted by WE Energies to the County and the City for the construction and maintenance of trails on WE Energies' property.
4. The County and the City agree that they will each maintain their respective portions of their trails, and that where they connect and overlap, they will work cooperatively to ensure that those areas are maintained according to the terms of their respective licenses.

Dated _____, 2022.

Waukesha County

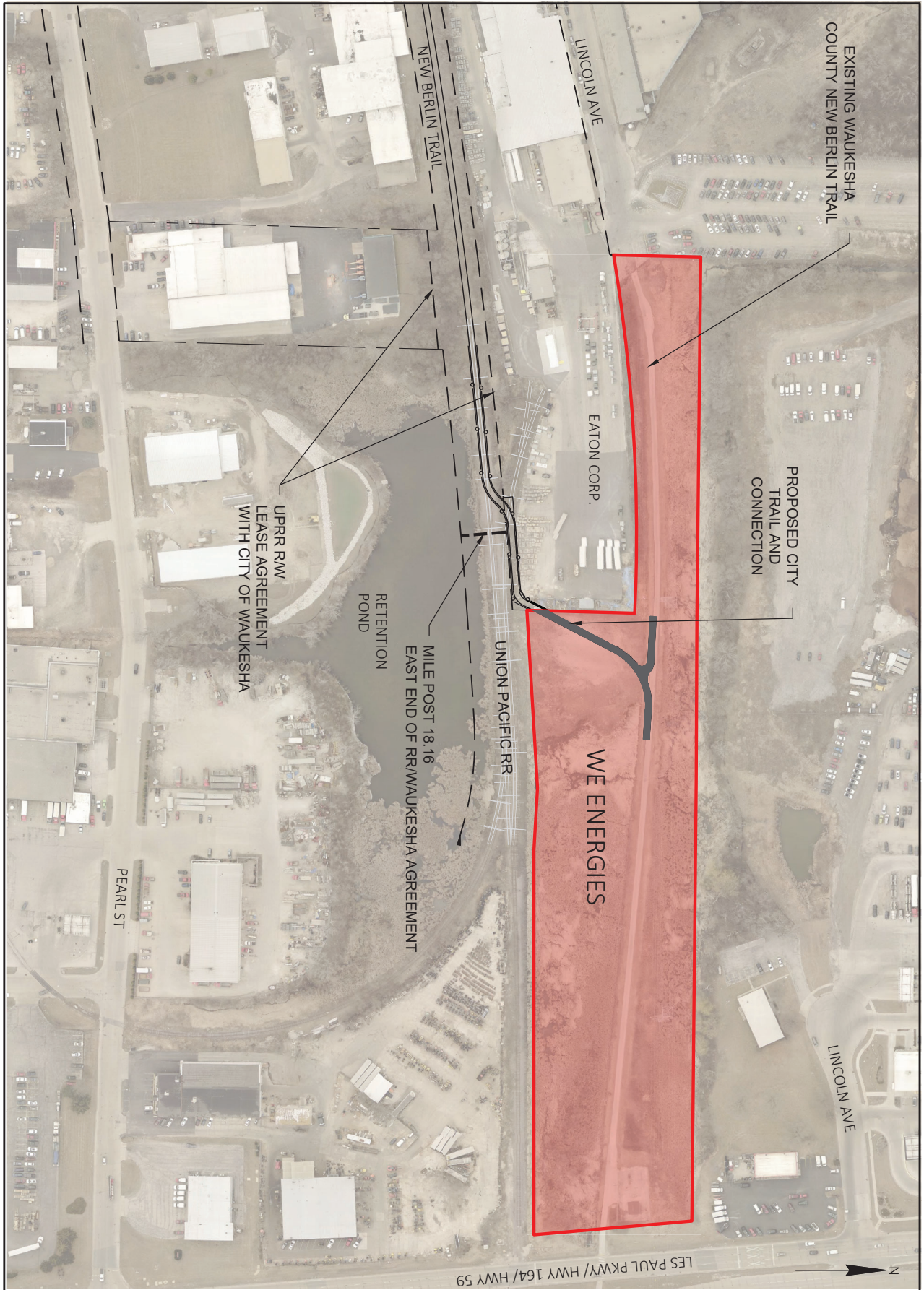
City of Waukesha


By Dale R. Shaver, Director
Waukesha County Department of Parks and Land Use

By Shawn N. Reilly, Mayor

Wisconsin Electric Power Company

By Tonya Peters, Manager of Property Management



 <p>Engineering (A) Better Experience 5400 King James Way Suite 200 Madison, WI 53719 Phone: (608) 663-1218 Phone: (800) 410-4012 http://kleengineering.com mailto:info@kleengineering.com</p>	<p>CITY OF WAUKESHA</p> <hr/> <p>NEW BERLIN TRAIL EXTENSION</p>	<p>Project No: 19090-000 Date: 3/30/2021 Designed By: JMM Drawn By: JMM Checked By: JMM Revisions: XXXX-XXXX</p> <p>SHEET NO.</p> <p>SCALE, FEET 0 75 150</p>
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