

July 19, 2018

Melissa Phillipps  
Parks & Forestry Operations Manager  
1900 Aviation Drive  
Waukesha, WI 53188  
Sent via email

Subject: Pole Agreement and Easement- Bethesda Park

Dear Melissa:

Please find attached the necessary materials for the Bethesda Park pole project. Please add me to the next available PRF Board Agenda and I will be available to answer any questions.

If you have any questions or need more information, please call me at 414-651-4459 or email [jeff.fowle@we-energies.com](mailto:jeff.fowle@we-energies.com). Thanks again.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Fowle". The signature is stylized with a large, loopy "J" and "F".

Jeff Fowle  
Right of Way Agent

Attachments

Easement document  
Pole agreement document  
Site photo

**DISTRIBUTION EASEMENT  
OVERHEAD**

Document Number

WR NO.      **4229840**      IO NO.      **608522**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF WAUKESHA**, 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 six (6) feet in width being a part of the **Southwest 1/4 of Section 3, Township 6 North, Range 19 East**, City of Waukesha, Waukesha 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 A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including one (1) pole, together with the necessary conductors, anchors, guy wires, which Grantee deems necessary, including the customary growth and replacement thereof.
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.
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.

WAKC 1307016  
(Parcel Identification Number)

**Grantor:**

**CITY OF WAUKESHA**

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, \_\_\_\_\_,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of the CITY OF WAUKESHA, for the municipal corporation, by its authority, and pursuant to Resolution File  
No. \_\_\_\_\_ adopted by its \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

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

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

(NOTARY STAMP/SEAL)

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

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



\_\_\_\_\_

## POLE AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF WAUKESHA, hereinafter referred to as "CITY" and **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "WE".

### WITNESSETH:

That CITY does hereby sell to WE one (1) pole and associated guy wire(s) located on CITY's land hereby described as **Bethesda Park**, being part of the SW ¼ of Section 3, Township 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

1. WE shall remove all of CITY's equipment on pole. CITY shall be responsible for removal of equipment from site and disposal of equipment.
2. WE will assume ownership and future maintenance of the pole, including placing a "WE identification tag" on the pole.
3. CITY and WE shall execute a separate utility easement that further memorializes this agreement.

IN WITNESS WHEREOF the parties hereto have caused this lease agreement to be executed on the date and year first above written.

In Presence of:

Lessor

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

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

**WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**

Lessee

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

Jeffrey Fowle, Right of Way Agent

