

March 15, 2021

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

Subject: Easement Proposal- Fox River Sanctuary/Prairie Ave. road construction

Dear Melissa,

Please find attached the necessary materials for the next available Park, Rec, Forestry Board Agenda. The request is to relocate two (2) permanent guy facilities along the east edge of the Fox River Sanctuary in order to accommodate the upcoming S. Prairie Ave. road construction.

We Energies shall be completely responsible for restoration of the grounds disturbed as a result of this work, but disturbance to the park should be minimal.

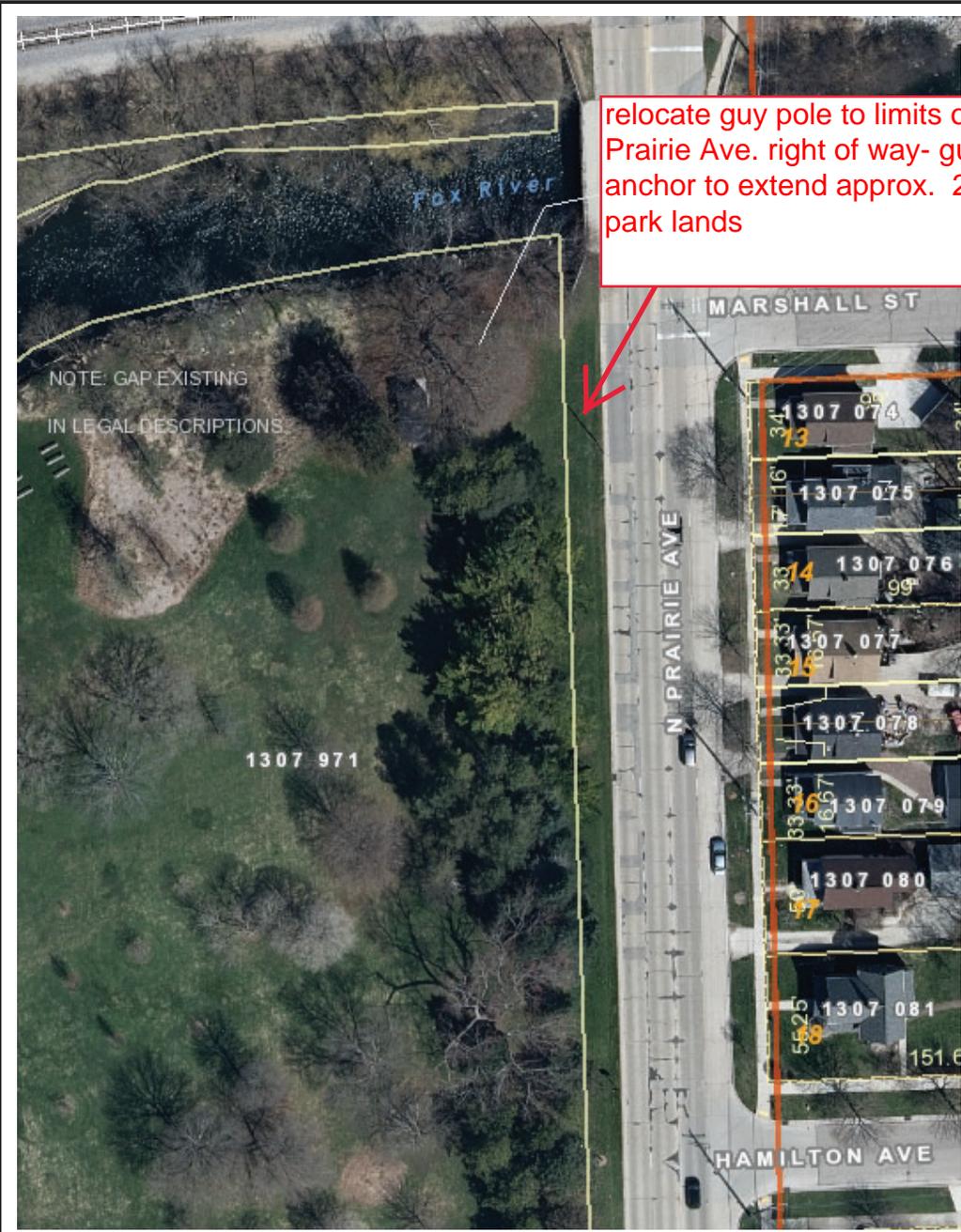
If you have any questions or need more information, please call me at 414-651-4459 or email jeff.fowle@we-energies.com. Thanks again.

Sincerely,

A handwritten signature in black ink that reads "Jeff Fowle". The signature is written in a cursive style with a large initial "J".

Jeff Fowle
Right of Way Agent

Attachments
Aerial overview
Site photo
Work sketch
Easement



Legend

- Municipal Boundar
- FacilitySites_2K_L
- lots_2K
- Lot
- Unit
- General Common
- Outlot
- multaneousCon
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartoline_2K
- <all other values>
- EA-Easement_Lin
- PL-DA
- PL-Extended_Tie_
- PL-Meander_Line
- PL-Note
- PL-Tie
- PL-Tie_Line
- Road Centerlines_
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_I
- Waterlines_2K_La

0 73.73 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



approx. location of
relocated pole





Legend

- Municipal Boundar
- FacilitySites_2K_L
- Lots_2K**
 - Lot
 - Unit
 - General Common
 - Outlot
- SimultaneousCon**
 - Assessor Plat
 - CSM
 - Condominium
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0 73.73 Feet

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approx. relocated
pole location



**DISTRIBUTION EASEMENT
OVERHEAD ELECTRIC**

Document Number

WR NO. **4640630** IO NO. **76518**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **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 strips of land twelve (12) feet in width being a part of the grantor's premises in that part of the **Southwest ¼ of Section 3, Township 6 North, Range 19 East**, City of Waukesha, County of Waukesha, State of 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 a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground which Grantee deems necessary to transmit electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary 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 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 0979996001
(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.

