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JOHN LA FAVE

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

FEE EXEMPT #:

**ELECTRIC DISTRIBUTION  
EASEMENT AND  
CORRECTION AND FIRST  
AMENDMENT TO ACCESS  
EASEMENT**

Document Title

Document Number

This ELECTRIC DISTRIBUTION EASEMENT AND CORRECTION AND FIRST AMENDMENT TO ACCESS EASEMENT (this "Agreement") is made as of the \_\_\_\_ day of July, 2016, by and between Michael H. Dilworth, an individual, and 2Ys & 1K #3 LLC, a Wisconsin limited liability company, as tenants in common (together, "Grantor"), LAYTON AVENUE BAPTIST CHURCH ("Grantee"), and WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies ("WE Energies"), with regard to certain land owned by Grantor and Grantee located on Layton Avenue, Greenfield, Wisconsin, and described as:

Recording Area

See Exhibit A

Drafted by and Return To:

Attorney Paul R. Jonas  
Michael Best & Friedrich LLP  
100 E. Wisconsin, Ste. 3300  
Milwaukee, WI 53202

See Exhibit A

Grantor, Grantee, and WE Energies are sometimes referred to herein as "Party" or collectively as the "Parties."

WHEREAS, Grantor and Grantee entered into that certain Access Easement Agreement dated October 30<sup>th</sup>, 2015 (the "Easement"), which was recorded on November 5, 2015 with the Milwaukee County Register of Deeds as Document No. 10514163; and

WHEREAS, the legal description of the Benefitted Property in Exhibit A of the Easement is incorrect; and

WHEREAS, Grantor and Grantee desire to correct the legal description of the Benefitted Property; and

WHEREAS, Grantor and Grantee desire to add We Energies as a party to the Easement and grant certain rights to WE Energies thereunder as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Exhibits. The introductory provisions set forth above and the exhibits attached hereto are incorporated herein as if set forth at length.

2. Benefitted Property. The legal description of the Benefitted Property under the Easement is hereby revised to the description set forth in Exhibit A attached hereto.

3. WE Energies. WE Energies is hereby added as a party to the Easement for the limited purpose of constructing, installing, operating, maintaining, repairing, replacing and extending underground utility facilities, conduit and cables, electric pad-mounted transformers, manholes, electric pad-mounted vacuum fault interrupters, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and of constructing, erecting, operating, maintaining and replacing overhead utility facilities, including pole or line of poles, together with the necessary conductors, anchors, guy wires, underground cables, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by WE Energies, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof, within an area described as five (5) feet on either side of the centerline depicted on Exhibit B attached hereto ("WE Energies Easement Area"), provided that in no event shall the WE Energies Easement Area extend beyond the northern edge of planned driveway serving the Benefitted Property as generally depicted on Exhibit B. Trees, bushes, branches and roots may be trimmed or removed by WE Energies whenever it decides it is necessary so as not to interfere with WE Energies' use of the WE Energies Easement Area.

4. Access. WE Energies or its agents shall have the right to enter upon and use the Burdened Property and the Benefitted Property for the sole purpose of exercising its rights in the WE Energies Easement Area, provided that such entrance and use shall not unreasonably disturb the rights of Grantor and Grantee under the Easement or the use of the Easement Area by Grantor and Grantee for the purposes set forth in the Easement.

5. Buildings or Other Structures. Grantor agrees that other than a paved road or driveway, no structures will be erected in the WE Energies Easement Area or in such close proximity to WE Energies' facilities located therein as to create a violation of any applicable State of Wisconsin electric codes or any amendments thereto.

6. Elevation. Grantor and Grantee agree that the elevation of the ground surface existing as of the date of the initial installation of WE Energies' facilities within the WE Energies Easement Area will not be altered by more than 4 inches without the written consent of WE Energies, which consent shall not be unreasonably conditioned, withheld, or delayed.

7. Restoration. WE Energies agrees to restore or cause to have restored the Burdened Property and/or the Benefitted Property, as nearly as is reasonably possible, to the

condition existing prior to entry by WE Energies or its agents pursuant to this Agreement. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with WE Energies' use of the WE Energies Easement Area.

8. Exercise of Rights. It is agreed that the complete exercise of the rights herein conveyed to WE Energies may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted to WE Energies shall be lost by non-use.

(signature pages follow)



**GRANTEE:**

LAYTON AVENUE BAPTIST CHURCH

By: *Shelby O. Alcott*  
Name/Title: SHELBY O. ALCOTT, TREASURER



STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

Personally came before me this 28<sup>th</sup> day of July, 2016, the above named SHELBY ALCOTT to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Maria Koerner* MARIA KOERNER  
Notary Public  
Milwaukee County, Wisconsin  
My Commission Expires: 10/30/2016

By: *Katherine A Omerick*  
Name/Title: Katherine A Omerick, modern dance



STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

Personally came before me this 28<sup>th</sup> day of July, 2016, the above named KATHERINE OMERICK to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Maria Koerner* MARIA KOERNER  
Notary Public  
MILWAUKEE County, Wisconsin  
My Commission Expires: 10/30/2016

By: *Pauline W Ngare*  
Name/Title: Pauline Ngare - Clerk



STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

Personally came before me this 28<sup>th</sup> day of July, 2016, the above named Pauline Ngare to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Maria Koerner* MARIA KOERNER  
Notary Public  
MILWAUKEE County, Wisconsin  
My Commission Expires: 10/30/2016

**WISCONSIN ELECTRIC POWER COMPANY:**

By: James T. Raabe  
Name/Title: James T. Raabe, Mgr. of Property Mgt.

STATE OF WISCONSIN       )  
  ) SS.  
Milwaukee COUNTY       )

Personally came before me this 1<sup>st</sup> day of August, 2016, the above named JAMES T. RAABE to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maria Koerner MARIA KOERNER  
Notary Public  
10/30/2016 County, Wisconsin  
My Commission Expires:



## Exhibit A

### Burdened Property

ALL THAT PART OF THE SOUTH ONE-HALF (1/2) OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION TWENTY (20), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREENFIELD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION TWENTY (20); THENCE NORTH 1° 7' 30" EAST ON THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION TWENTY (20), 659.64 FEET TO A POINT; THENCE EAST 183.87 FEET TO A POINT; THENCE SOUTH 1° 12' 45" WEST 659.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION TWENTY (20) WHICH POINT IS 182.89 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4); THENCE WEST ON SAID SOUTH LINE 182.89 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 60 FEET THEREOF FOR HIGHWAY PURPOSES.

Tax Key #: 607-9967

### Benefited Property

Lot One (1) of Milwaukee County Certified Survey Map No. 8820 as recorded July 20, 2016 with the Milwaukee County Register of Deeds as Document No. 10584966; being located in the SE 1/4 of Section 20, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin.

Tax Parcel Numbers:

607-9968 (Parcel A)

607-9970-002 and 607-9970-003 (Parcel B)

**Exhibit B**  
**WE Energies Easement Area**

