

**EXECUTIVE SUMMARY  
FOR THE WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT  
BOARD AGENDA**

**Topic:** Resolution Approving an Easement at West Allis-West Milwaukee Recreation & Community Services Department

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**Prepared by:** Aaron Norris, Assistant Superintendent & Steven Eichman, Manager of Facilities

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**Date:** May 19, 2025 **Agenda Reference #** 12.9

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<b>Recommended Action:</b>	<u>    x    </u>	<b>Discussion/Action</b>
	<u>          </u>	<b>Presentation/Discussion</b>
	<u>          </u>	<b>Information Only</b>
	<u>          </u>	<b>Presentation/Action Next Meeting</b>

**Recommendation(s):**

Approval of the Resolution to grant an easement to Wisconsin Electric Power Company (We Energies) and authorizing the Superintendent of the School District to execute a easement agreement evidencing such grant.

**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 at Grantee's cost and with prior notice to Grantor so as not to interfere with Grantee's use of the easement areas.

**Background:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCHOOL DISTRICT OF WEST ALLIS-WEST MILWAUKEE, West Milwaukee, et al, a unified school district organized and existing under Chapter 120, Subchapter III, Wisconsin Statutes, hereinafter referred to collectively as "Grantor", owners 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 western fifteen (15) feet of the northerly one hundred (100) feet of Lot 6, in Block 7, in Assessors Plat No 266, being a part of the Northwest 1/4 and Northeast 1/4 of Section 10, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin. For informational purposes the address of the above premises is 2450 S. 68th Street, Milwaukee WI 53219.

**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 immediately adjacent lands of Grantor reasonably necessary for the purpose of exercising its rights in the easement area.

**Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such proximity to Grantee's facilities as to create a violation of the State of Wisconsin Electric Codes or any amendments thereto.

**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, which consent shall not be unreasonably withheld, conditioned or delayed.

**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 every such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

**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.

**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. 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.

Our district was authorized to be reimbursed up to 50% of authorized and approved project items.

**Attachments:**

[Distribution Easement Underground Agreement](#)

[Rights-Of-Way And Easements Brochure](#)

[Lighting Cabinet WE Energies Easement](#)