

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR Number: xxxxxxxx

IO Number: xxxx

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a Municipal body corporate**, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land fifteen (15) feet wide being a part of Grantor's premises located in the **Northeast ¼ of Section 36, Township 8 North, Range 21 East**, City of Milwaukee, Milwaukee 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:

(a) The purpose of this easement is to 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 so as not to interfere with Grantee's use of the easement area.

xxx-xxxx-xxx
(Parcel Identification Number)

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

- 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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 the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.

6. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
7. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
8. **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.
9. **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.

Grantor:

MILWAUKEE COUNTY

By: _____
CHRIS ABELE, County Executive

Date: _____

By: _____
JOSEPH J. CZARNEZKI, Milwaukee County Clerk

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the named officers of Milwaukee County and that they executed the foregoing instrument by its authority.

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Approved as to form:

Milwaukee County Corporation Counsel

Reviewed by:

Milwaukee County Risk Management

Document Number

**DISTRIBUTION EASEMENT
OVERHEAD**

WR Number: **3756161**

IO Number: **51935**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a Municipal body corporate**, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land, fifteen (15) feet in width, being a part of Grantor's land in the **Northeast ¼ and Southeast ¼ of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee 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

861-9988-000 and 873-9975-000
(Parcel Identification Number)

1. Purpose:

(a) 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 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 so as not to interfere with Grantee's use of the easement area.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.

3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

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, request for which shall be promptly considered by Grantee and not unreasonably withheld.

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- 6. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
- 7. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
- 8. **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.
- 9. **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.

Grantor:

MILWAUKEE COUNTY

By: _____
CHRIS ABELE, County Executive

Date: _____

By: _____
JOSEPH J. CZARNEZKI, Milwaukee County Clerk

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the named officers of Milwaukee County and that they executed the foregoing instrument by its authority.

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Approved as to form:

Milwaukee County Corporation Counsel

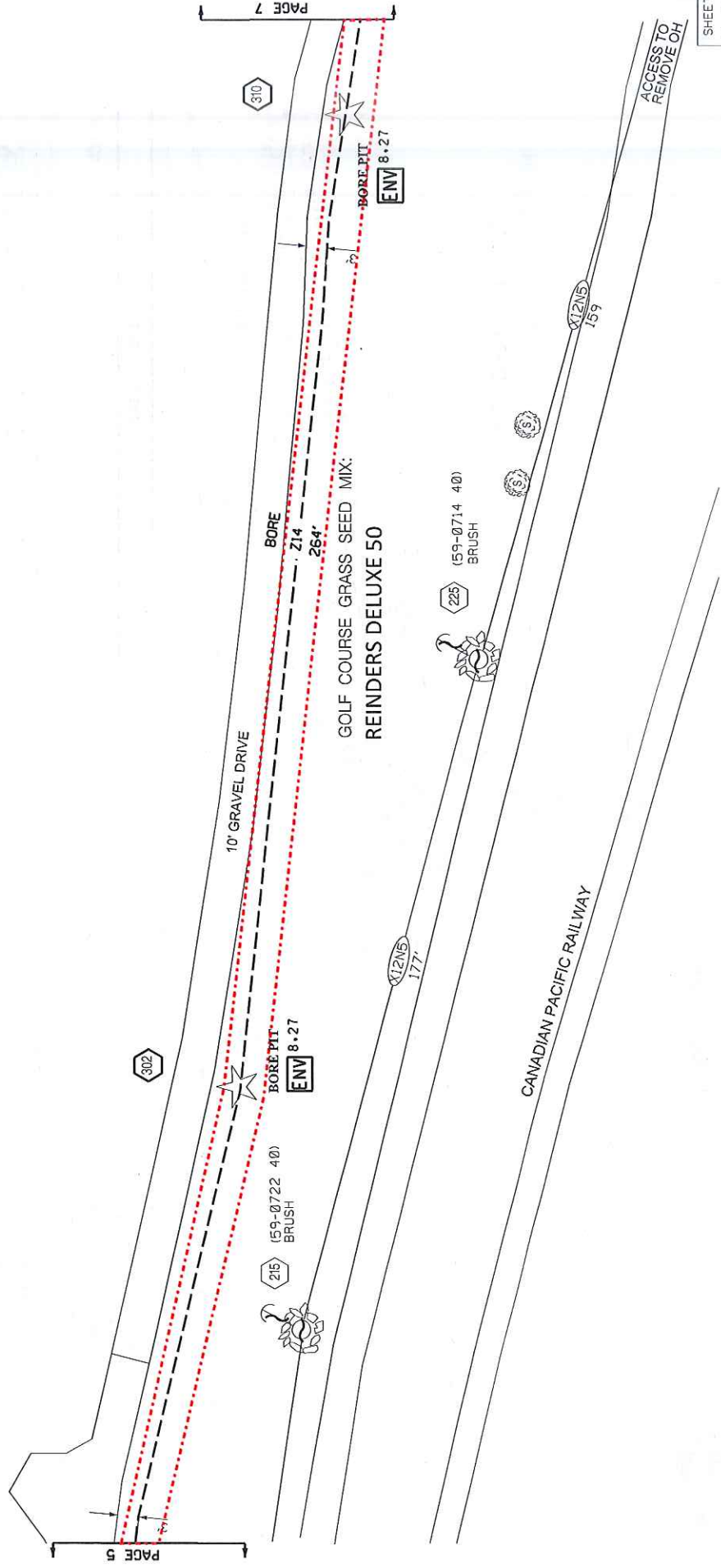
Reviewed by:

Milwaukee County Risk Management



ELEC WR | MN 3688177

GAS WR



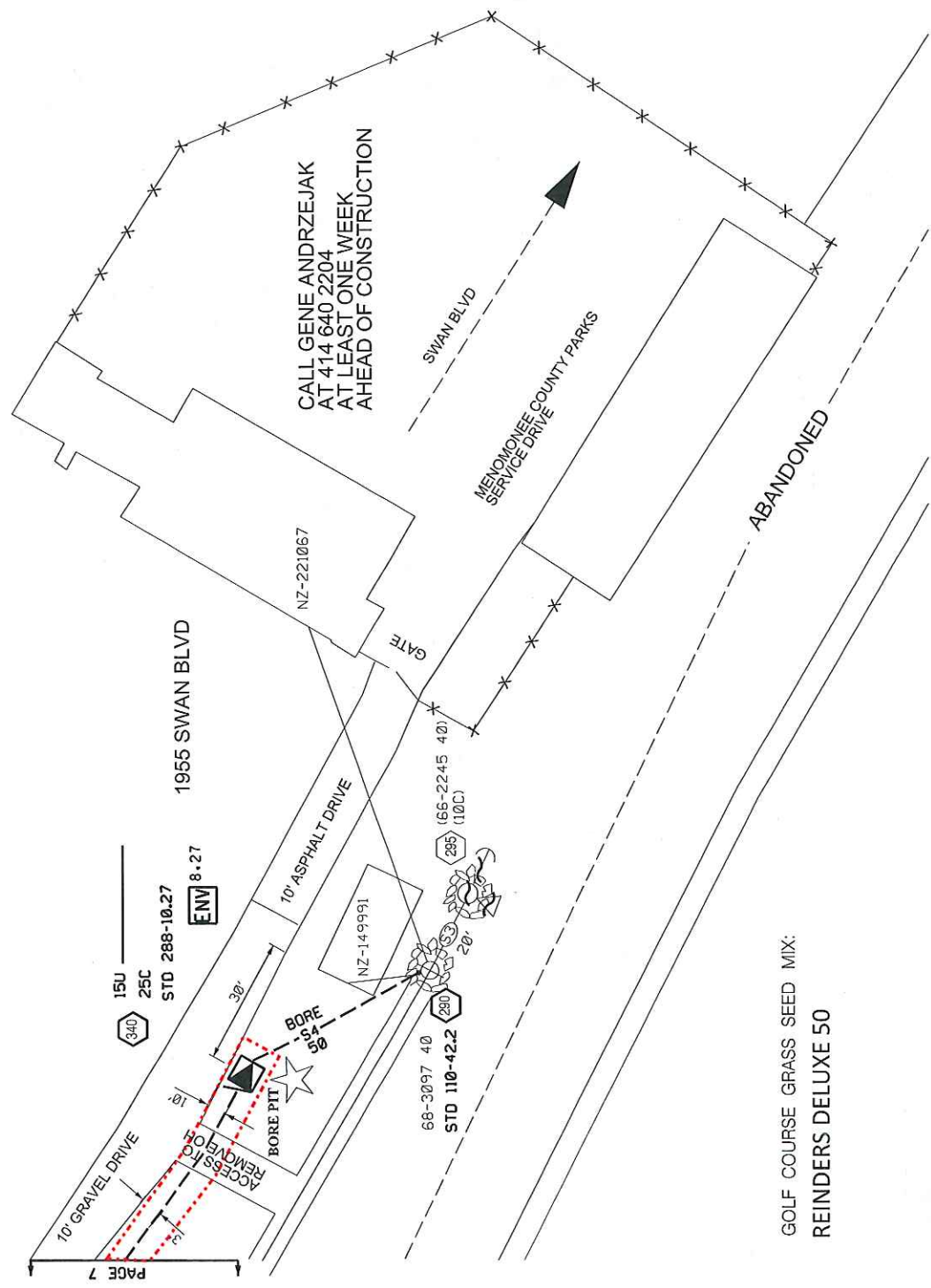


we energies

WKE

ELEC. MR. MN 3688177

GAS MR. _____



GOLF COURSE GRASS SEED MIX:
REINDERS DELUXE 50

we energies

ELEC WR **MIN3603903**

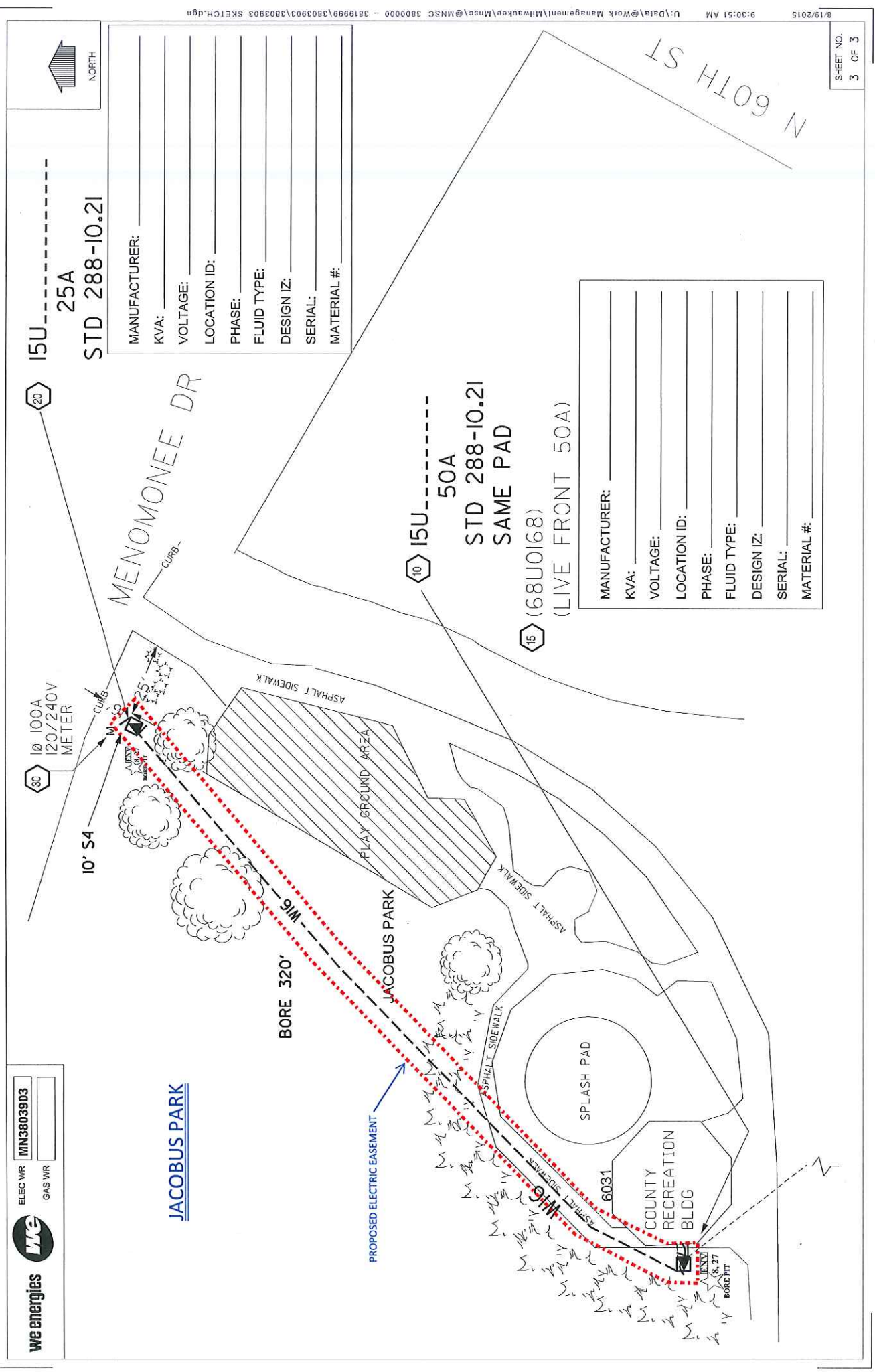
GAS WR

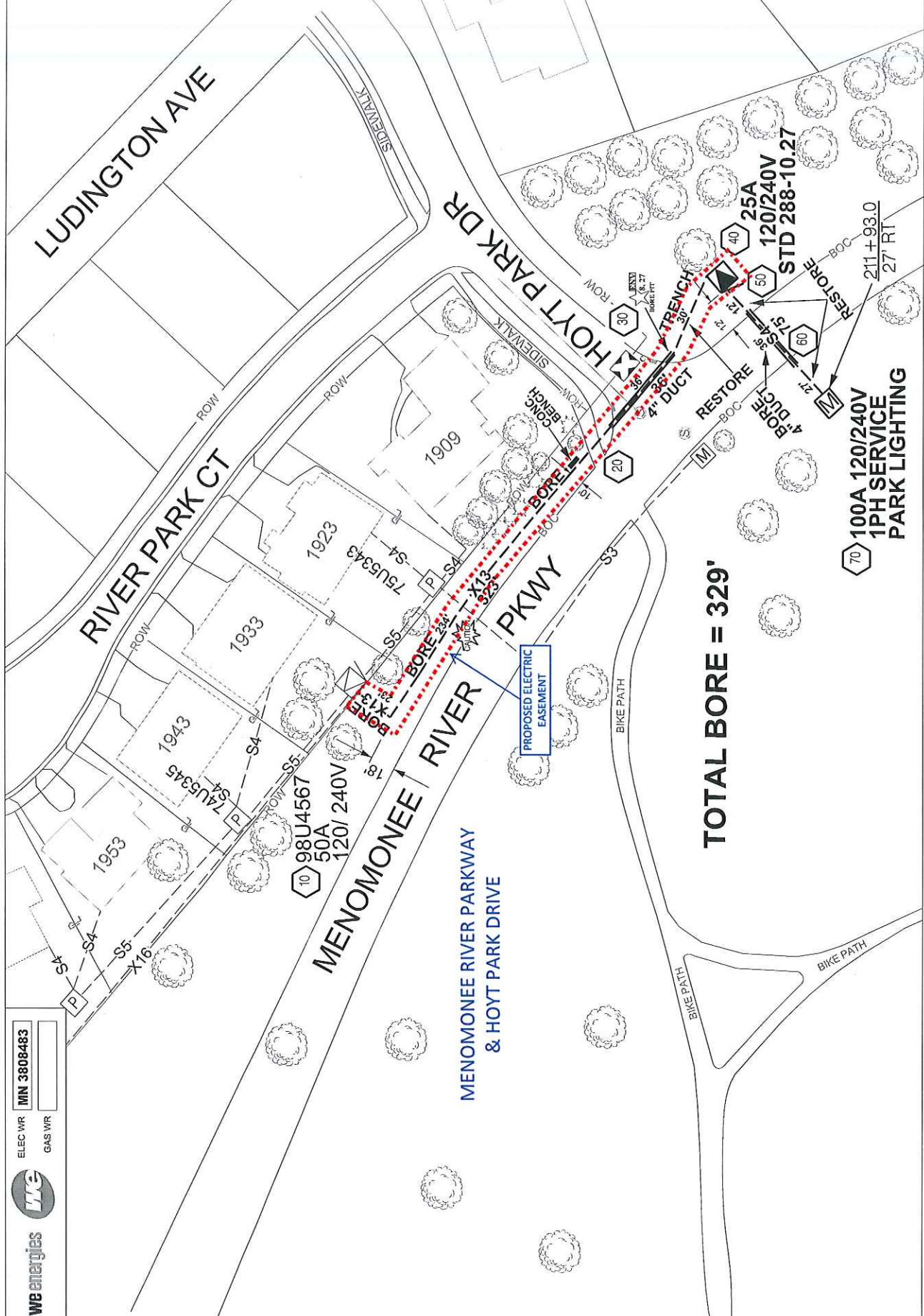
15U-25A
STD 288-10.21

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____
 DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____

15U-50A
STD 288-10.21
SAME PAD
(LIVE FRONT 50A)

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____
 DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____





TOTAL BORE = 329'

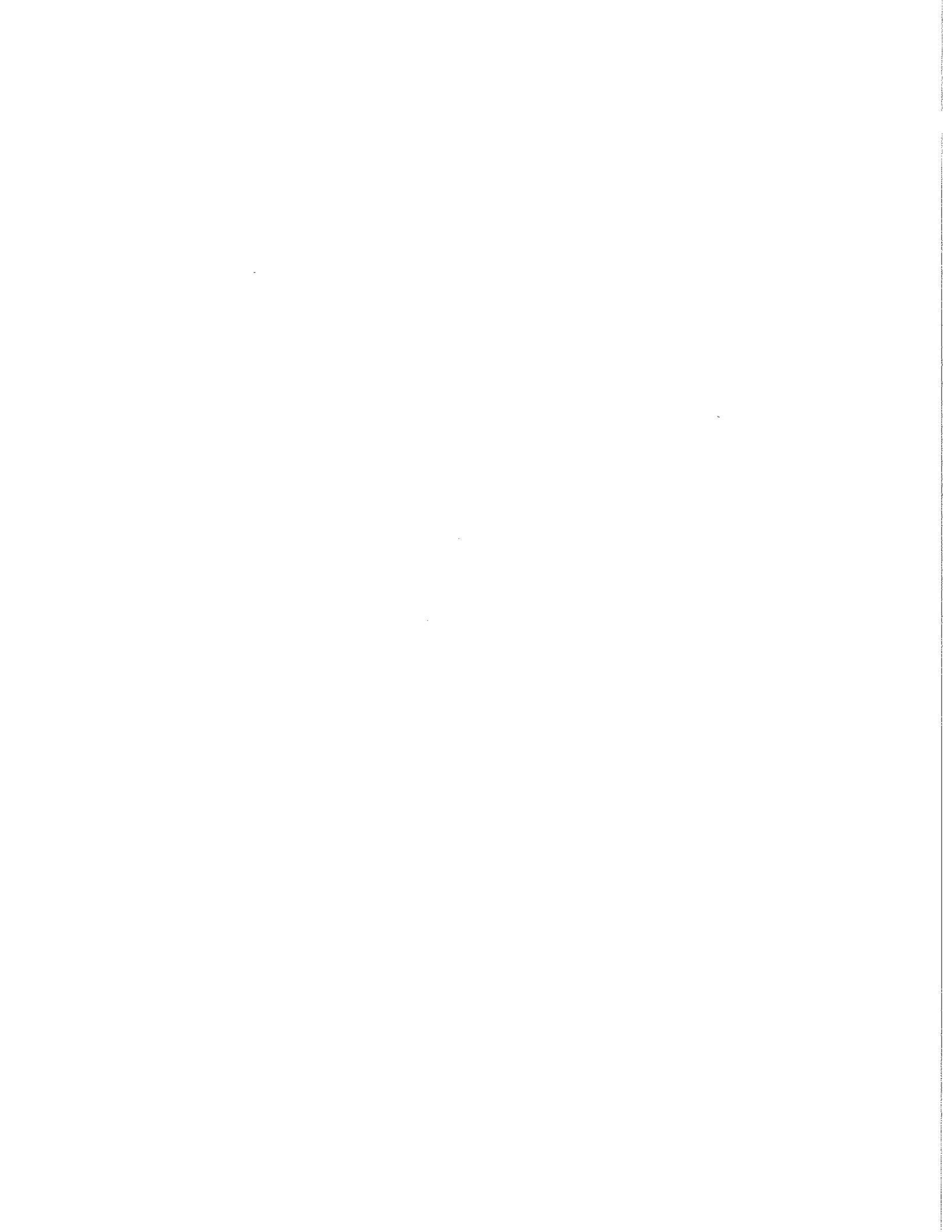
70 100A 120/240V
1PH SERVICE
PARK LIGHTING

25A 120/240V
STD 288-10.27

211+93.0
27' RT

we energies
ELEC WR | MN 3808483
GAS WR

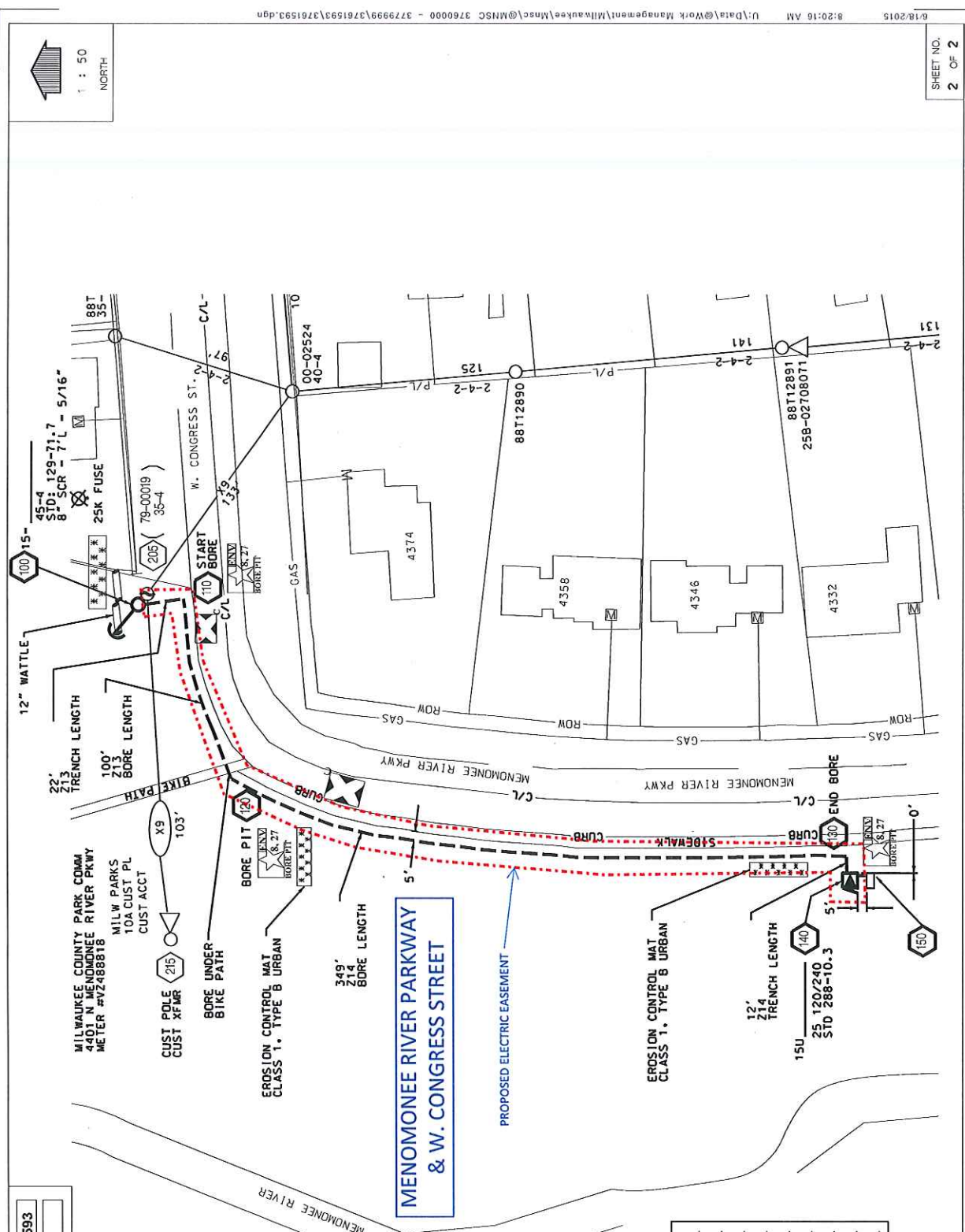




WIRE KEY
S4 - 3/0 TXR
X9 - 6CU
Z13 - 1-#1 AL 25KV

- CRITICAL SAFETY RULES - EO:**
1. Enclosed space procedures
 2. Excavation and shoring
 3. Rubber gloves and sleeves
 4. Fall protection
 5. Lock out - Tag out
 6. Seat belts
 7. Securing parked vehicles

FORESTRY
SHOULDER
REQUIRED FOR WORK AT
PTS 100, 205, 215, AND
BETWEEN PT. (S) 205 AND 215.



MANUFACTURER:	_____
KVA:	_____
VOLTAGE:	_____
LOCATION ID:	_____
PHASE:	_____
FLUID TYPE:	_____
DESIGN IZ:	_____
SERIAL:	_____
MATERIAL #:	_____



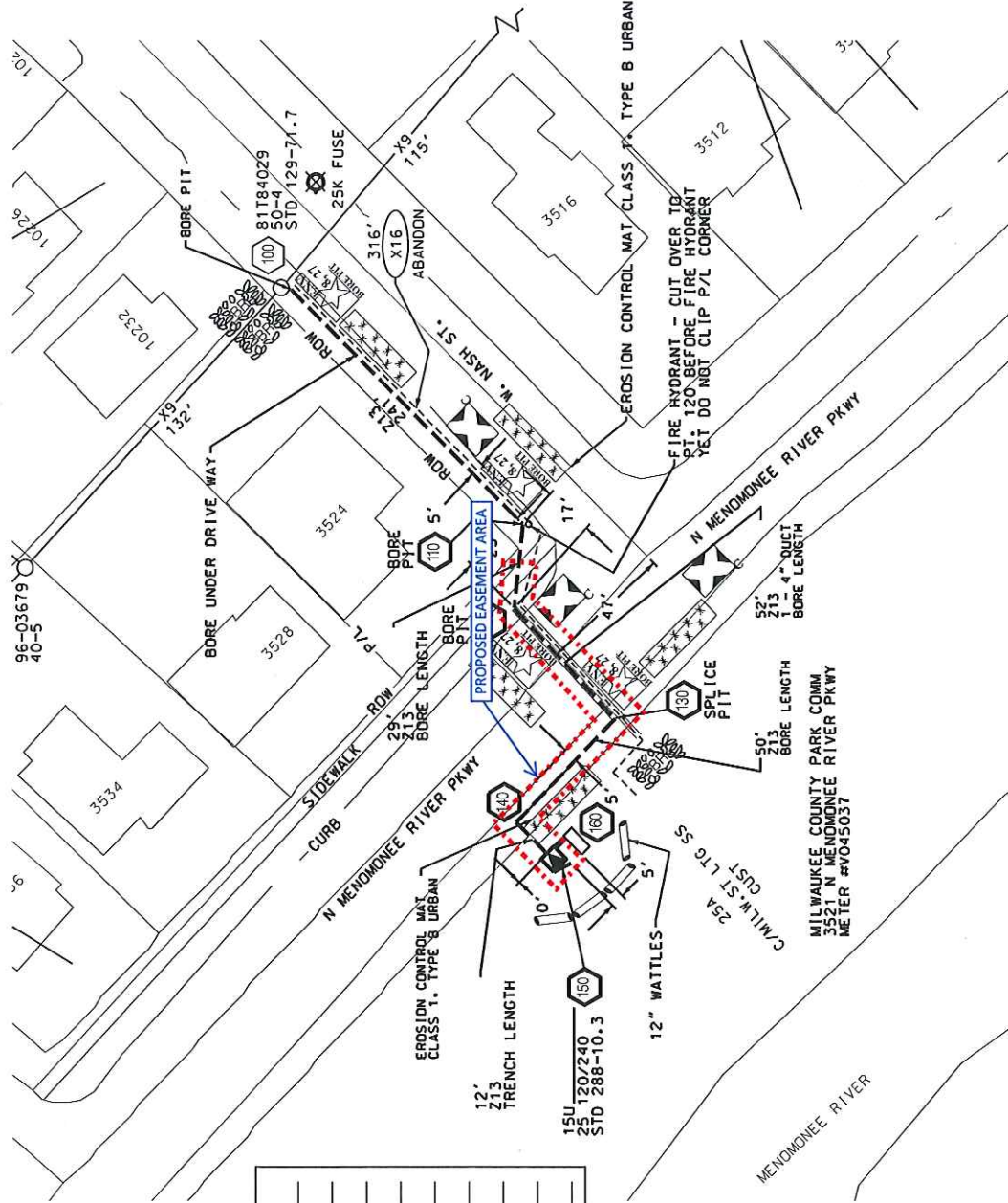


1 : 40
NORTH

STATES
STILES
SPATES

SHEET NO.
3 OF 3

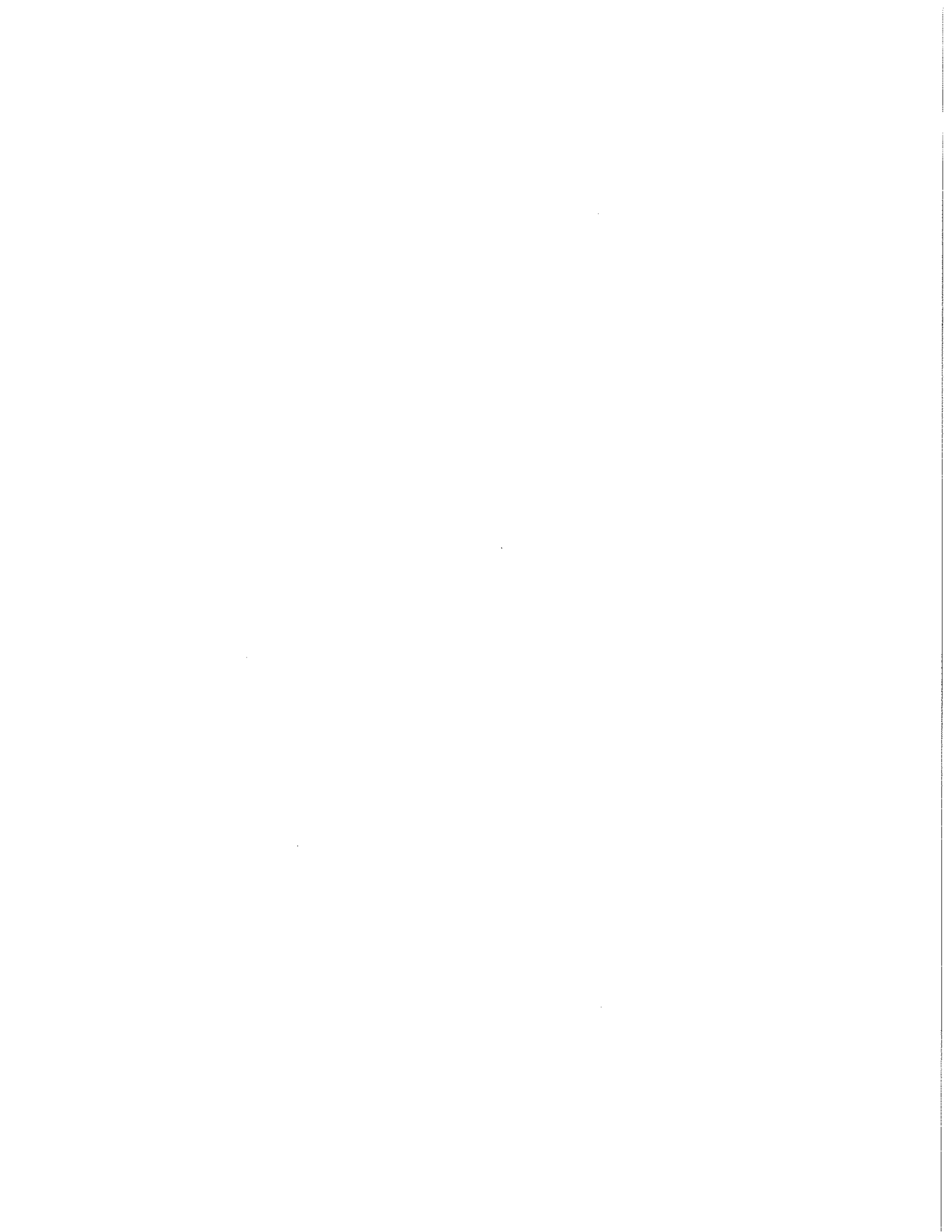
MENOMONEE RIVER PARKWAY & NASH ST



we energies  ELEC WR **MIN3761616**
GAS WR

WIRE KEY
 S4 - 370 TXR
 X9 - 6CU
 X16 - 1-#2 AL 15KV
 Z13 - 1-#1 AL 25KV

MANUFACTURER: _____
 KVA: _____
 VOLTAGE: _____
 LOCATION ID: _____
 PHASE: _____
 FLUID TYPE: _____
 DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: _____



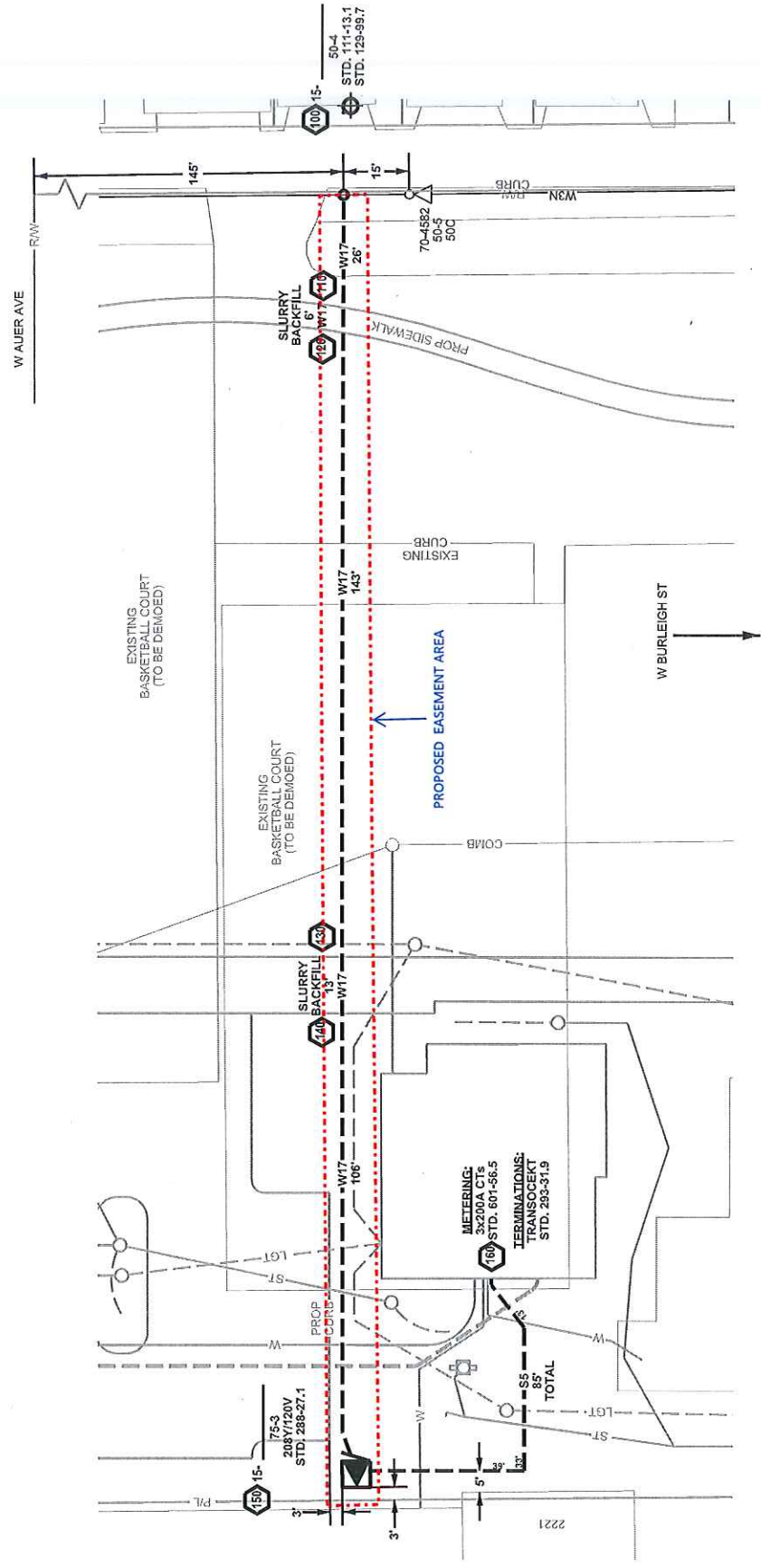
WB energies

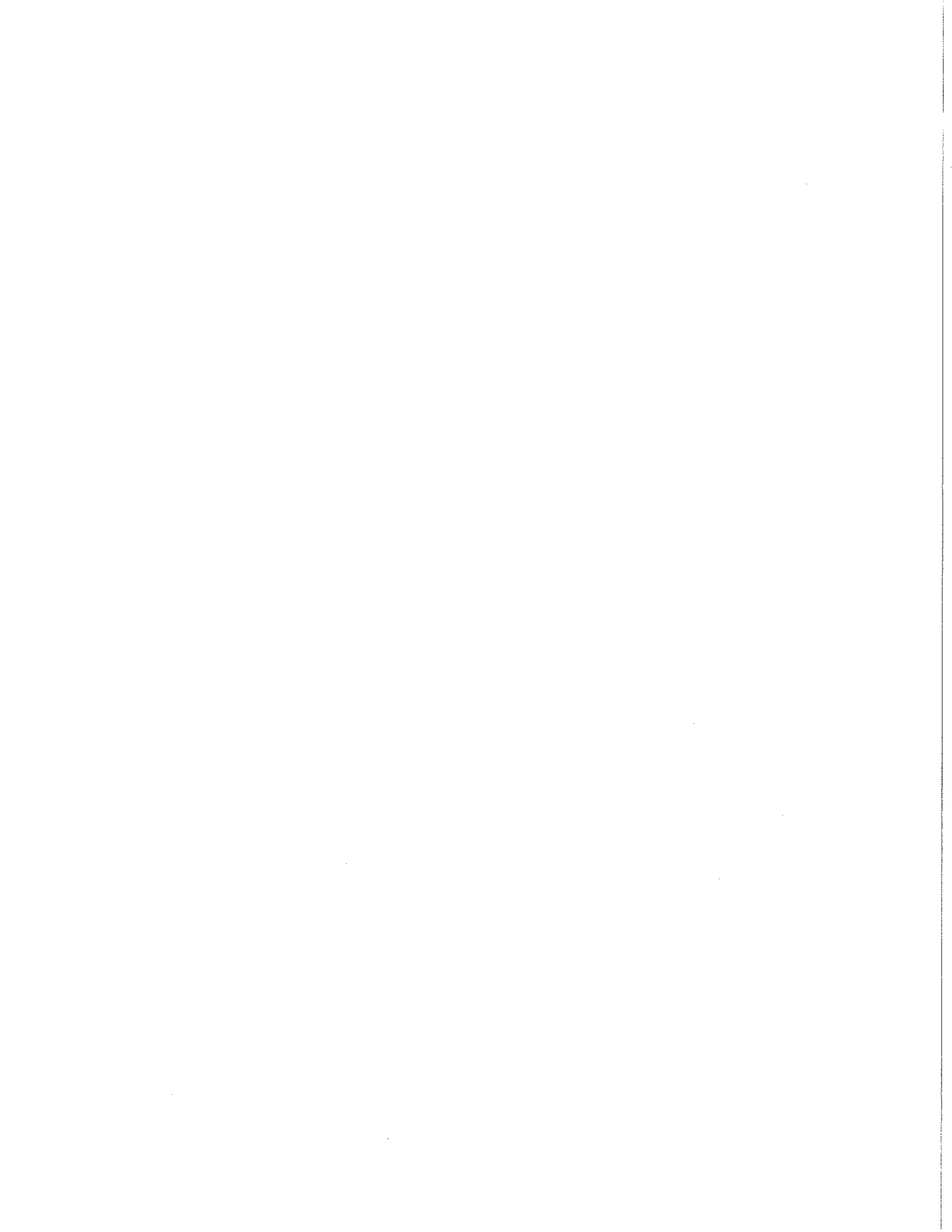
ELEC WR **MN 3770351**

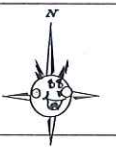
GAS WR

KEY:
 W3 = 3/2 ACSR
 W17 = 3/2 AL - 15KV
 N = 1/2 ACSR
 S5 = #350 TXR

MOODY PARK







PARKSIDE DR

UNION PACIFIC RAILROAD

470 77-02371 40
15A-37671011
CLOSE SECONDARY SPLIT

(63-3647)(35-5) 465

15-
40-5 STONE BACKFILL
STD 110144
8" DBLSR 35'L SOUTH
7/16" DOWN GUY PRIMARY
5/16" DOWN GUY SECONDARY
TRANSFER ST. LIGHT

63-3658 40-5
REMOVE PRIMARY FRAMING,
LEAVE POLE & LIGHT

BRIDGE TO BE REPLACED
OH WIRES NEED TO BE REMOVED IN
THIS AREA.

63-3659 40
(25A-WE00250841)
REMOVE TRANSFORMER & PRIMARY
FRAMING, LEAVE POLE & LIGHT

15-
45-4 STONE BACKFILL
STDS 110144 & 110415
FUSE RISER @ 40 K AMPS
8" DBLSR 35'L NORTH
7/16" DOWN GUY PRIMARY
5/16" DOWN GUY SECONDARY
TRANSFER ST. LIGHT
INSTALL L/A SIGN

(85-02551)(40-4) 415

407 (02-04055) (40-5)

15U-
75-3 120/208
STDS 288231 & 290542
STDS 288231 & 290542
INSTALL ANODE, 3-L/A &
L/A SIGN

PROPOSED EASEMENT AREA

15-
45-5 STONE BACKFILL
STDS 110312 & 121219
25C
TRANSFER ST. LIGHT

(63-3656)(35-5)
(50A)
(WE00290046) 395

S NICHOLSON RD

S8 159'

(87-08519)
(30-5) 405

PAGE 6

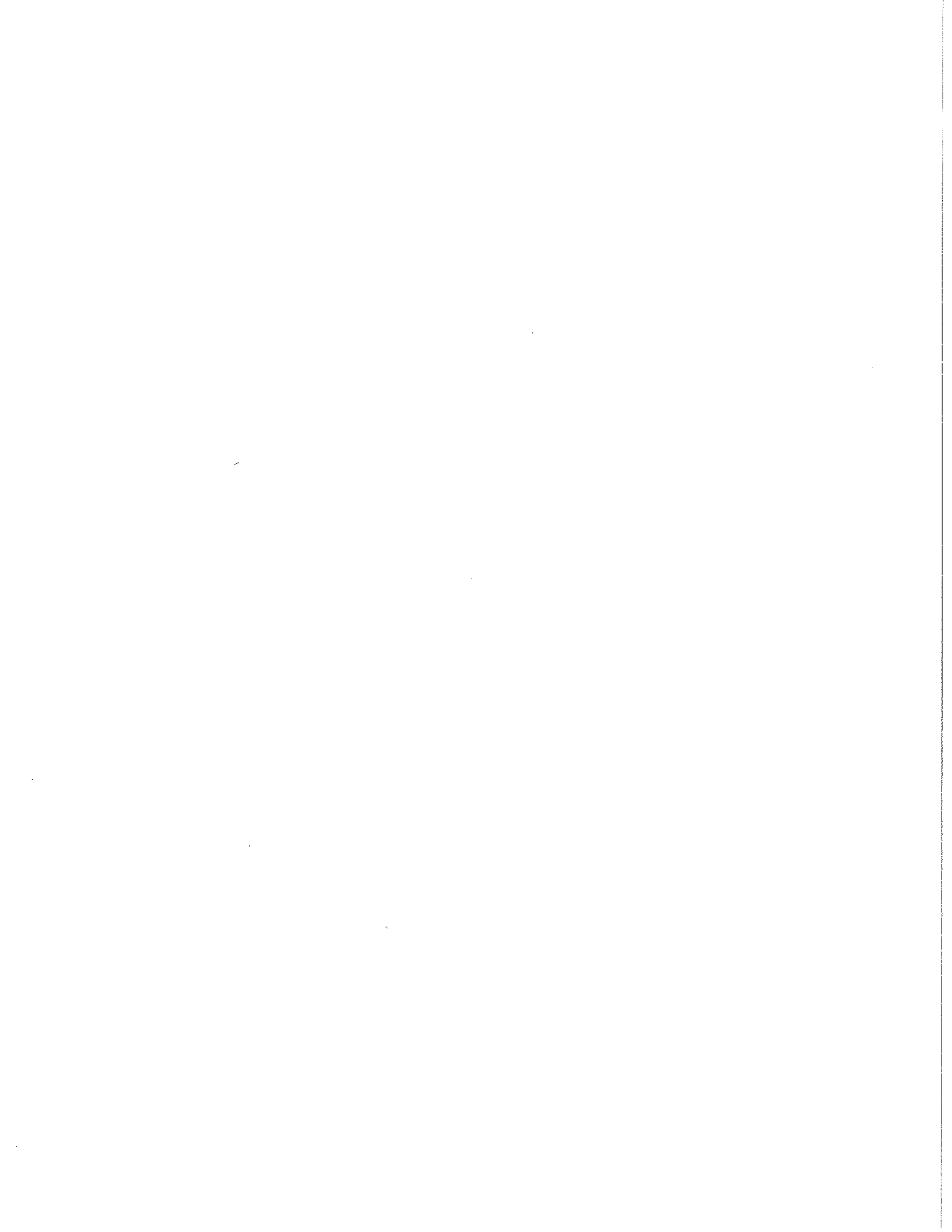
15-
40-5 STONE BACKFILL
STD 110135
TRANSFER ST. LIGHT

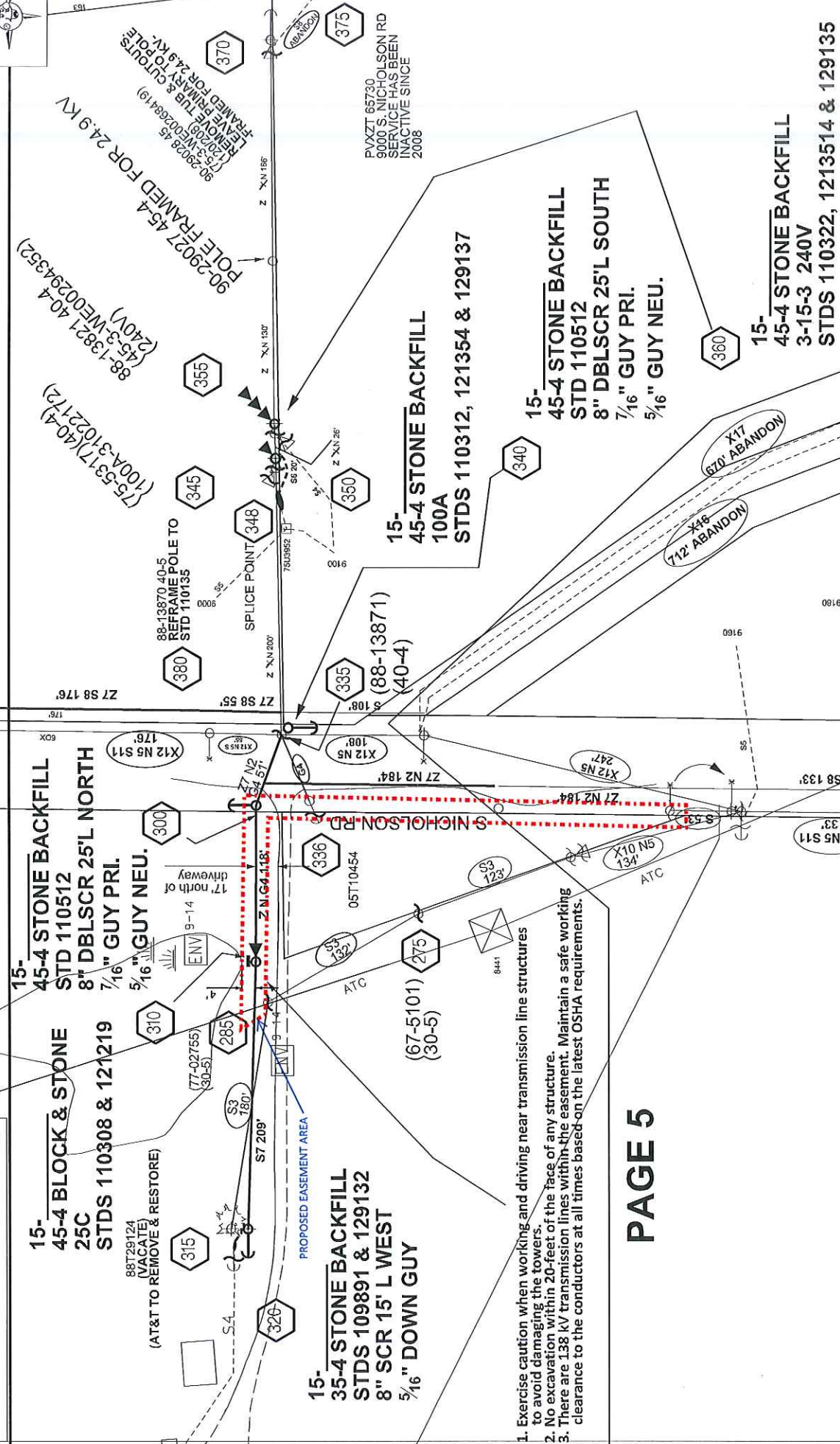
(63-3655)
(35-5) 385

we energies logo and contact information: ELEC WR OB 3756161, GAS WR

BRUSHING REQUIRED FOR
PADMOUNT REPLACEMENT

UNION PACIFIC RAILROAD





15- 45-4 STONE BACKFILL
 45-4 BLOCK & STONE
 25C
 STDS 110308 & 121219
 (AT&T TO REMOVE & RESTORE)
 88T29124 (VACATE)
 S.4

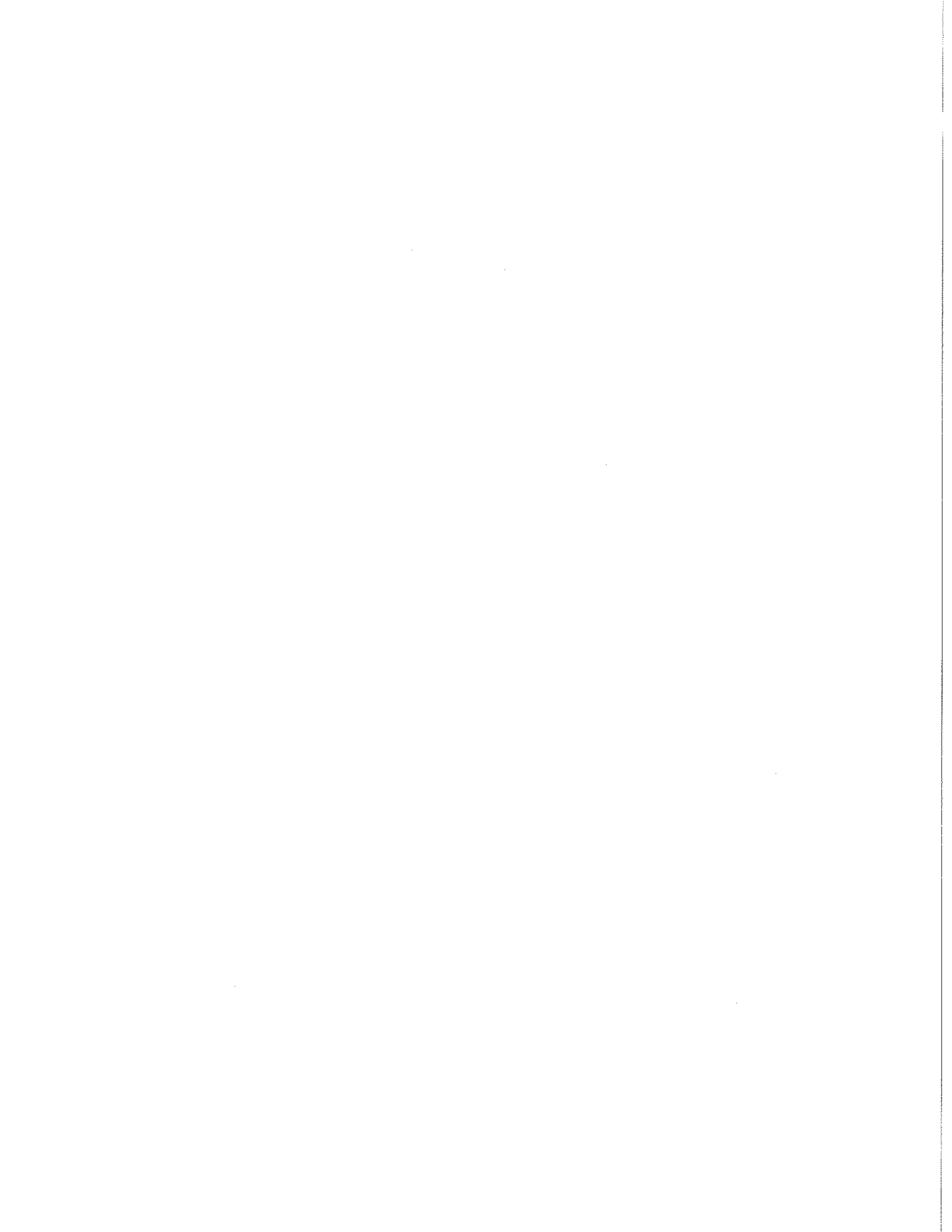
15- 35-4 STONE BACKFILL
 STDS 109891 & 129132
 8" SCR 15' L WEST
 5/16" DOWN GUY

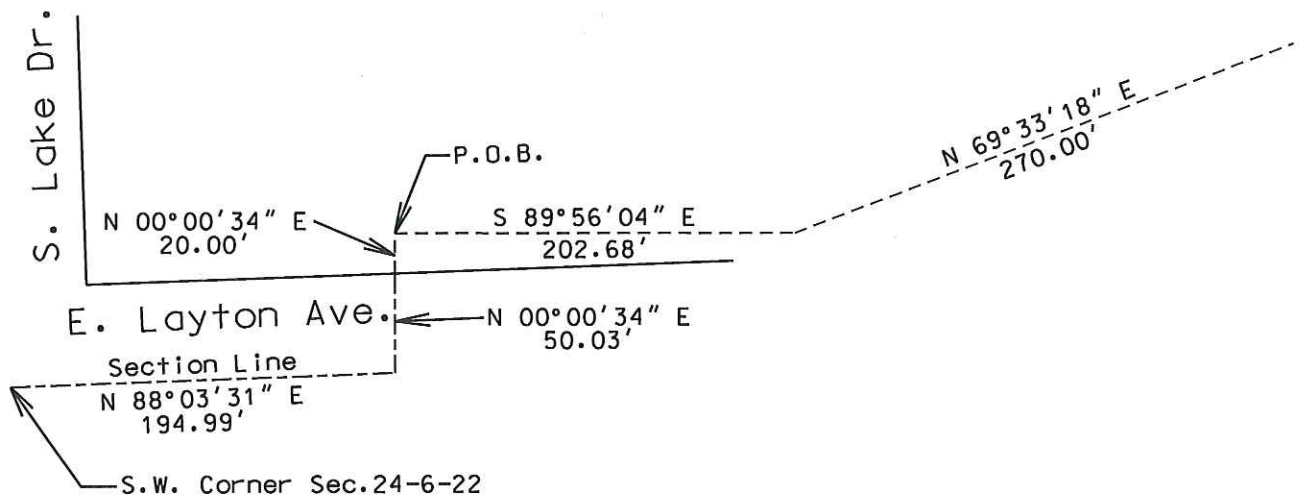
15- 45-4 STONE BACKFILL
 STD 110512
 8" DBLSCR 25'L SOUTH
 7/16" GUY PRI.
 5/16" GUY NEU.

15- 45-4 STONE BACKFILL
 3-15-3 240V
 STDS 110322, 1213514 & 129135

1. Exercise caution when working and driving near transmission line structures to avoid damaging the towers.
2. No excavation within 20-feet of the face of any structure.
3. There are 138 kV transmission lines within the easement. Maintain a safe working clearance to the conductors at all times based on the latest OSHA requirements.

U:\Data\Work Management\SEW Major Project\SEW 375000 - 375999\36181\37561.dgn 10:07:56 AM 6/29/03





----- = CENTERLINE OF 15' WIDE EASEMENT AREA

EXHIBIT "A"



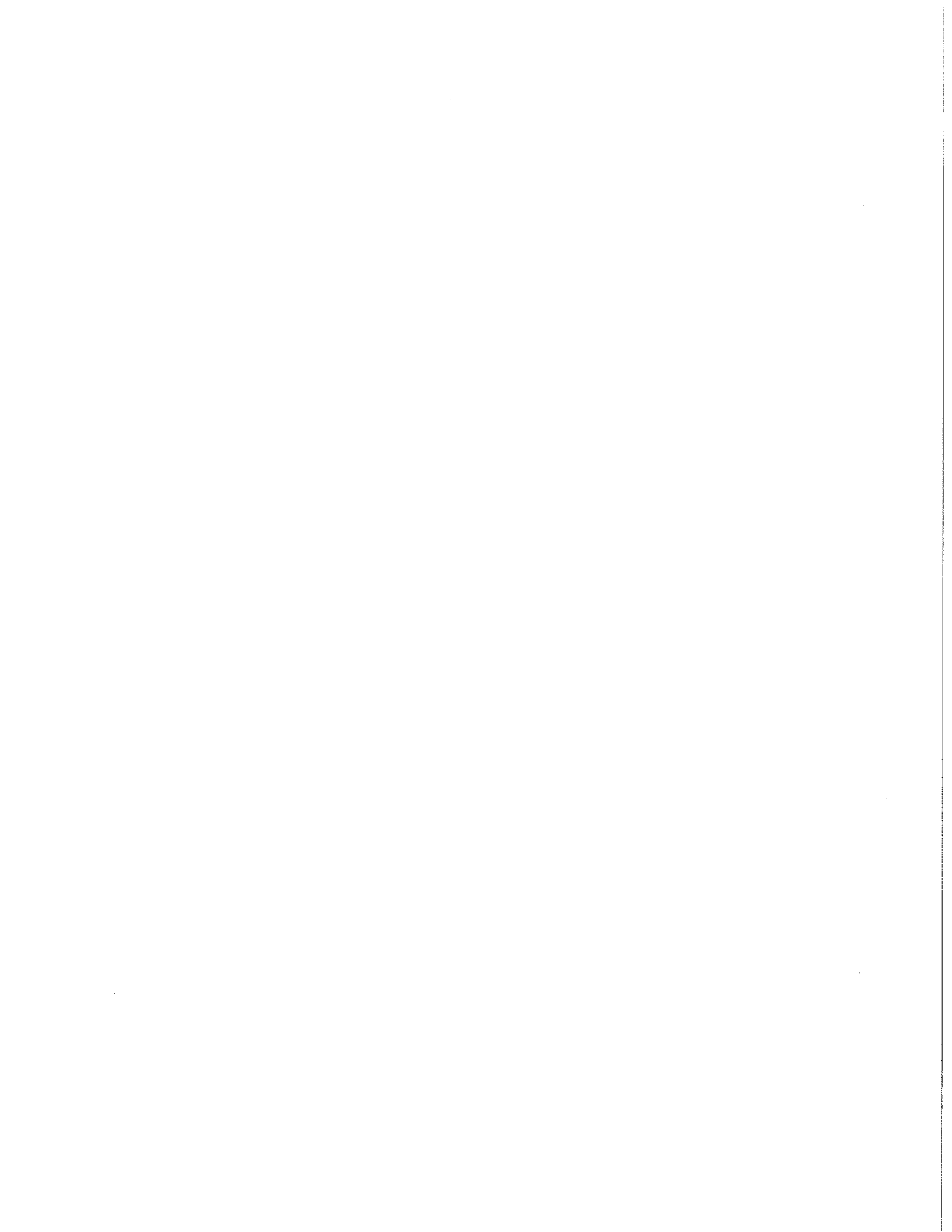
S.W. 1/4 Sec.24-6-22
City of Cudahy
Milwaukee County, WI

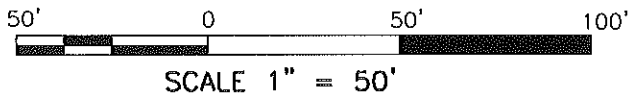
DRAWN BY: T. Turner

DATE: 10/20/14

WR NUMBER: 3601792

REVISIONS: _____



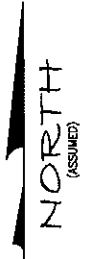


N 1/4 COR
 SEC 36,
 T8N, R21E
 N. 414609.44
 E. 2545639.71

WEST LINE OF THE NE 1/4 OF SEC 36, T8N, R21E
 N00°24'56"W
 1336.8'

SMITH PARK

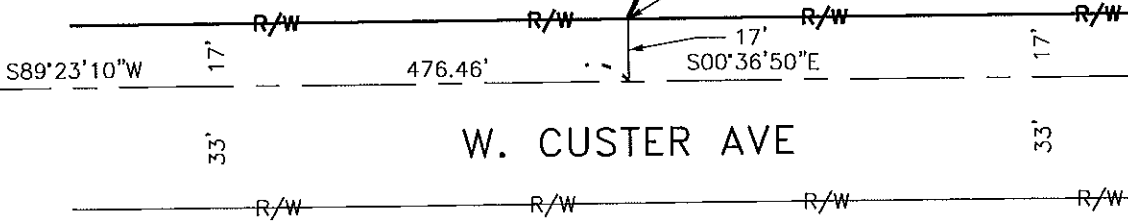
END OF EASEMENT



N24°52'30"E

260'

BEGINNING OF EASEMENT



KEY:

----- CENTERLINE OF A 15' WIDE UTILITY EASEMENT

BEARINGS ARE REFERENCED TO:
 THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

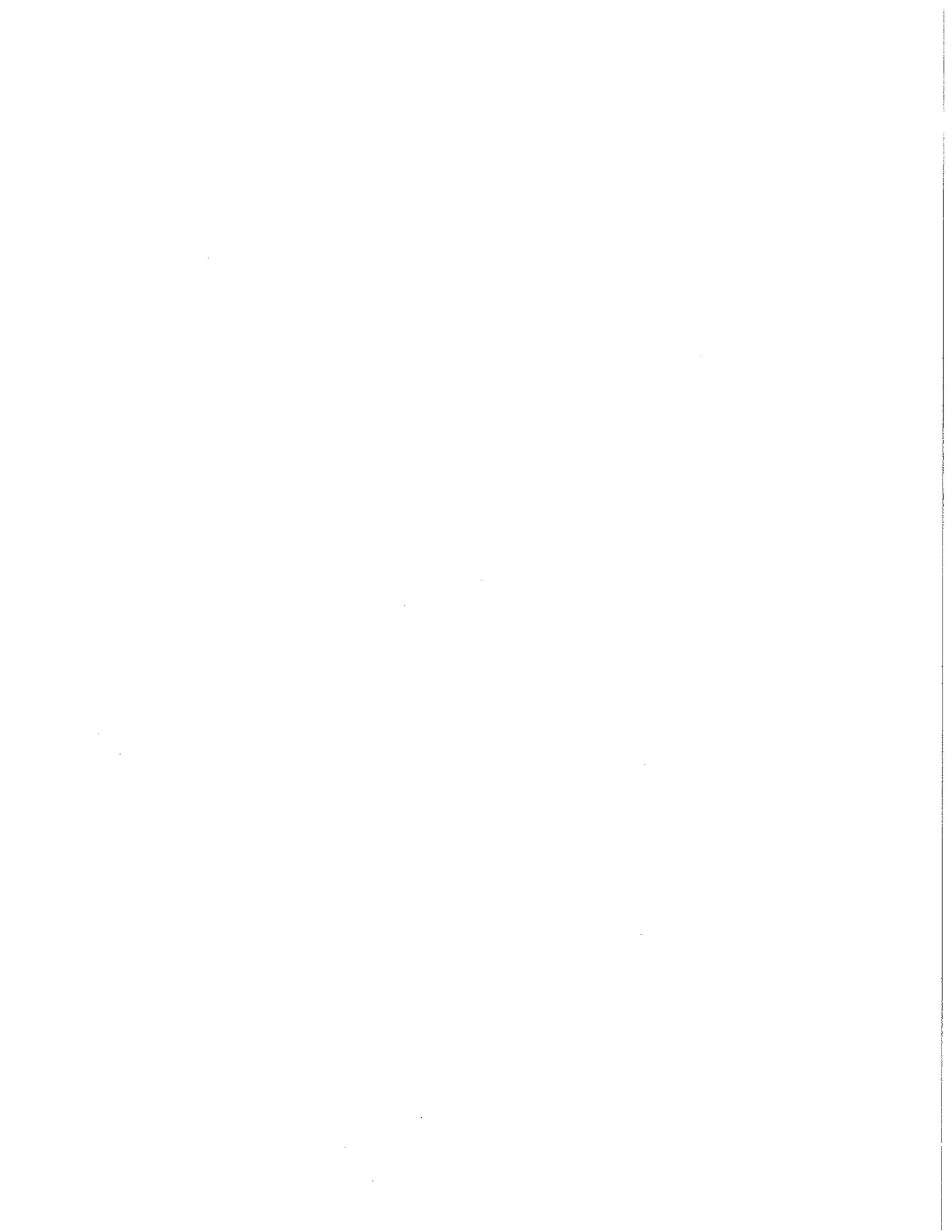
PAGE 01 OF 01

EXHIBIT "A"



DRAWN BY: T.L. BROWN
DATE: JULY 3, 2014
IO NUMBER: 3618508
REVISIONS: _____

BEING LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 36,
 TOWNSHIP 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN



WILSON PARK



HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD 27), AND ALL BEARINGS ARE REFERRED TO GRID NORTH

52.00'
WEST

N 02°55'01" E
453.34'

N 05°16'51" E
54.57'

P.O.B.

NORTH
74.47'

CENTERLINE OF 15' WIDE EASEMENT AREA

S 89°00'15" W 984.32'

North Line West Plainfield Avenue

N 01°14'12" W 833.32'
Section Line

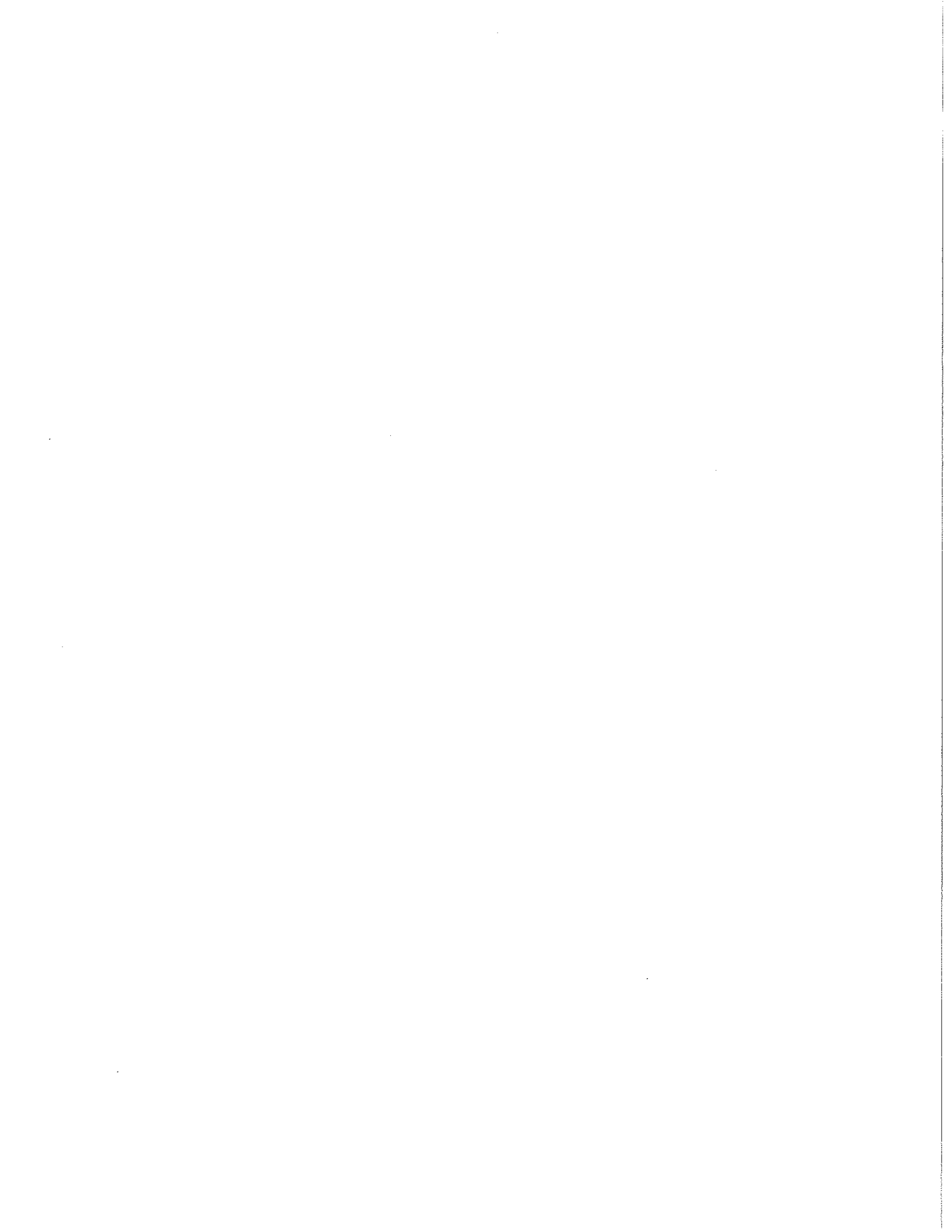
Center of Sec. 19-6-22

EXHIBIT "A"



N.W. 1/4 Sec. 19-6-22
City of Milwaukee
Milwaukee County, WI

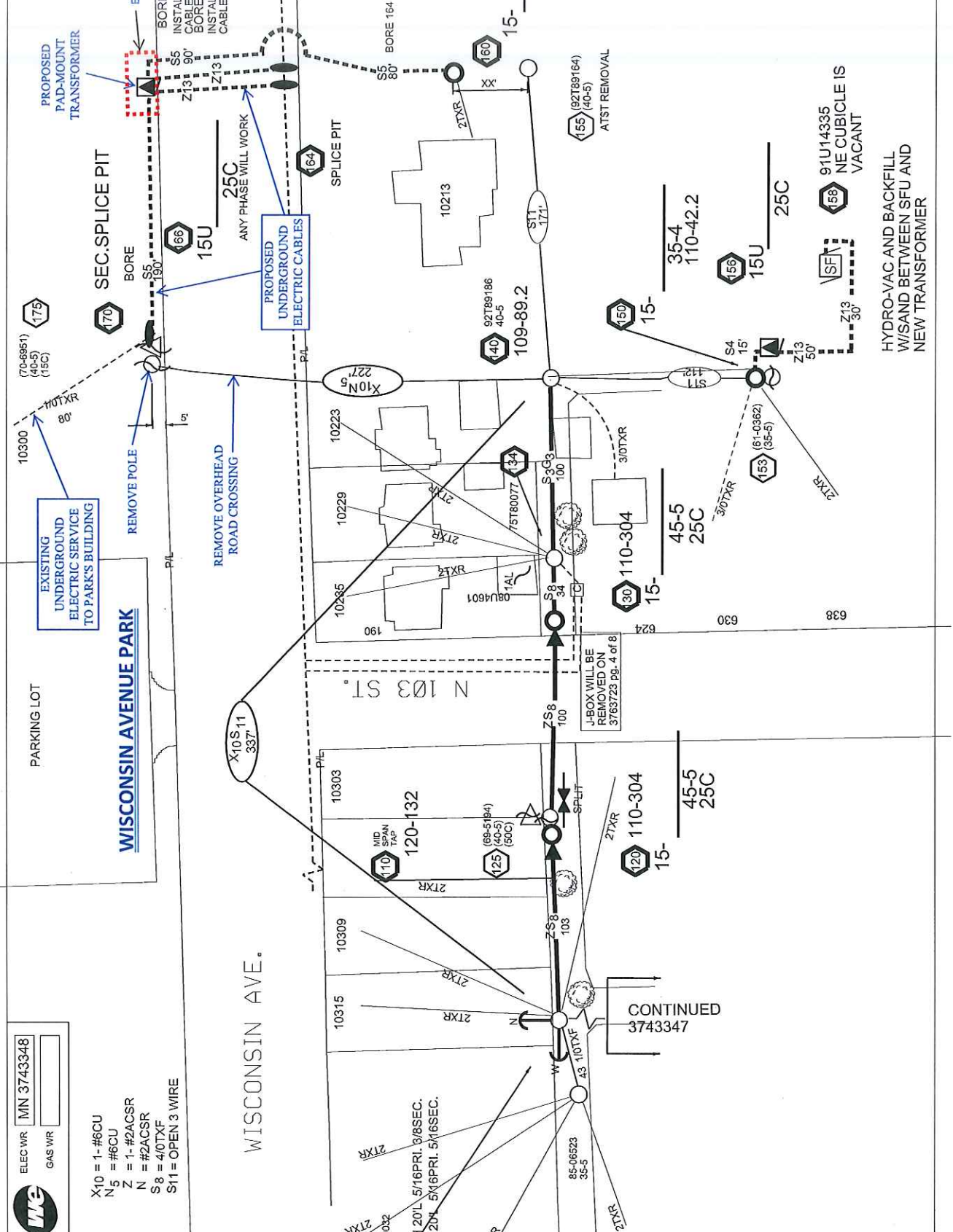
DRAWN BY: T. Turner
DATE: 2/5/15
WR NUMBER: 3700092
REVISIONS: _____



we energies

ELEC WR MN 3743348
GAS WR

- X10 = 1- #6CU
- N5 = #6CU
- Z = 1- #2ACSR
- N = #2ACSR
- S8 = 4/0TXF
- S11 = OPEN 3 WIRE



10300
80'
REMOVE POLE
REMOVE OVERHEAD ROAD CROSSING

EXISTING UNDERGROUND ELECTRIC SERVICE TO PARK'S BUILDING

PROPOSED UNDERGROUND ELECTRIC CABLES

SEC. SPLICE PIT
BORER
INSTALL THE PRIMARY CABLES IN ONE 4" DUCT
BORER
INSTALL THE SECONDARY CABLES IN ONE 2" DUCT

PROPOSED PAD-MOUNT TRANSFORMER
BORER
EASEMENT AREA

NORTH

10300
10223
10229
10285
10303
10309
10315
120-132
110-304
110-304
110-304
110-42.2
110-42.2
110-42.4

10223
10229
10285
10303
10309
10315
120-132
110-304
110-304
110-304
110-42.2
110-42.2
110-42.4

10223
10229
10285
10303
10309
10315
120-132
110-304
110-304
110-304
110-42.2
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110-42.4

10223
10229
10285
10303
10309
10315
120-132
110-304
110-304
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110-42.2
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10223
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10315
120-132
110-304
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110-42.4

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110-42.4

10223
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