

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.

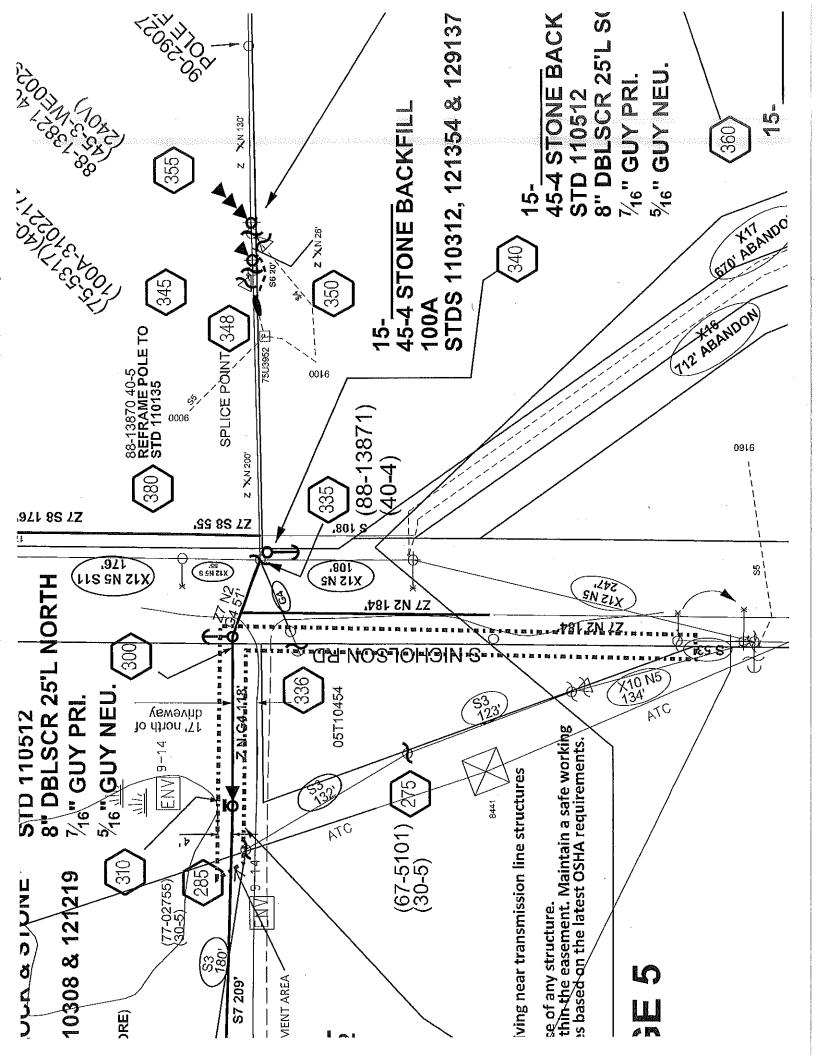
RETURN TO: We Energies PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A252 PO BOX 2046 MILWAUKEE, WI 53201-2046

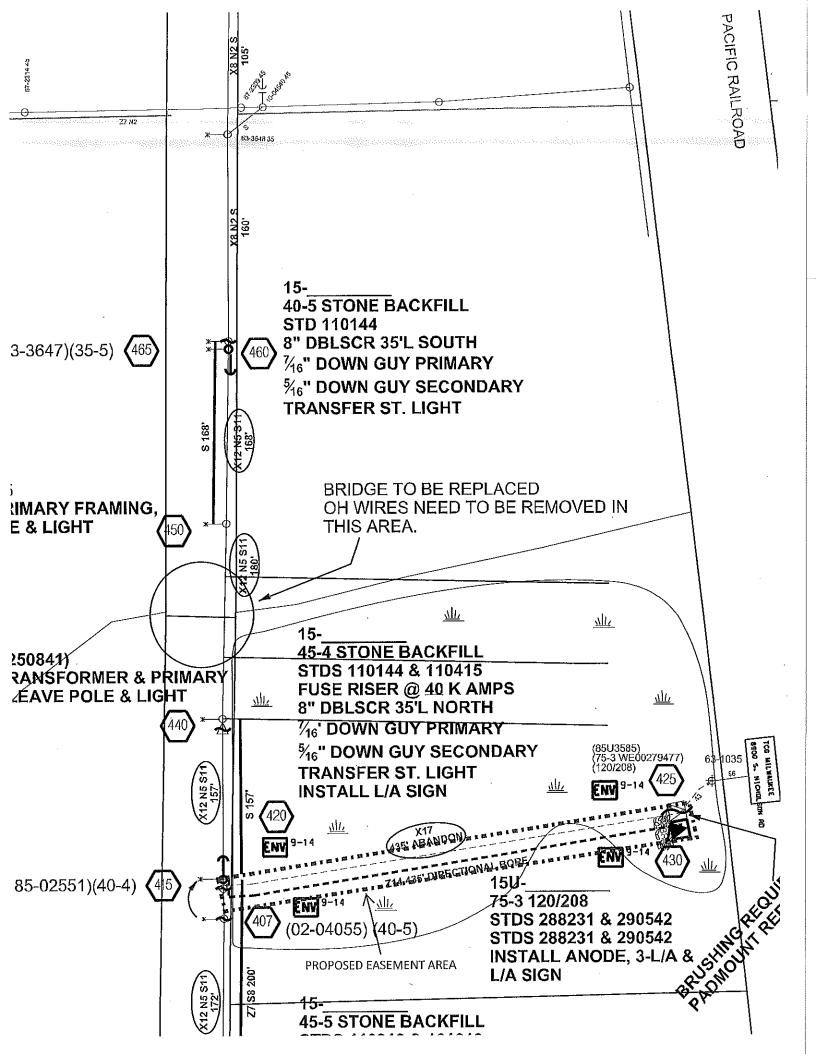
1. Purpose:

(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.
- 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. 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.

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





Document Number

DISTRIBUTION EASEMENT UNDERGROUND

WR Number: xxxxxx

10 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

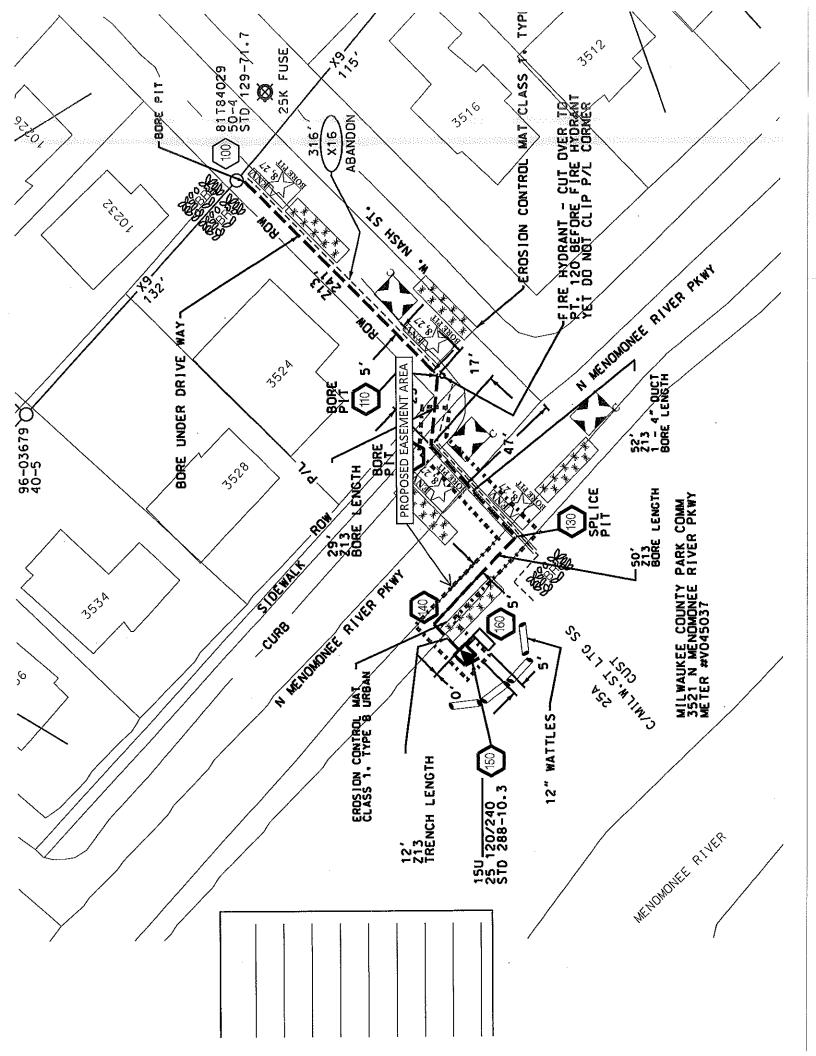
1. Purpose:

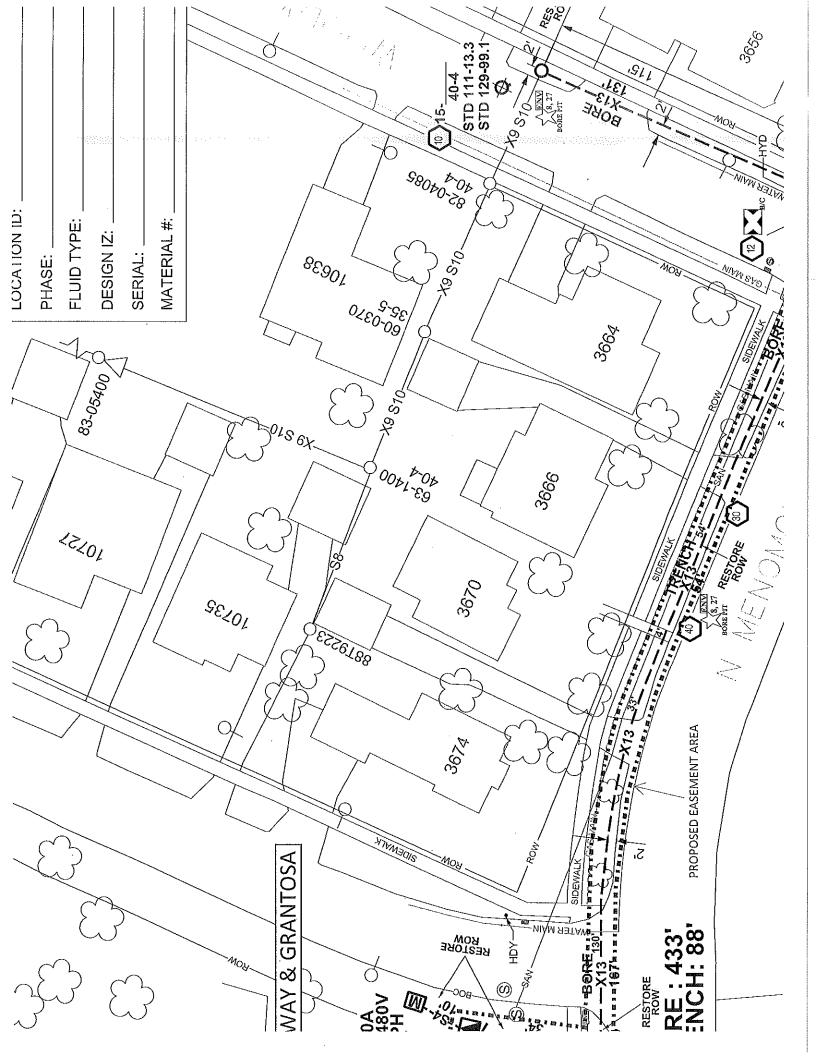
(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse

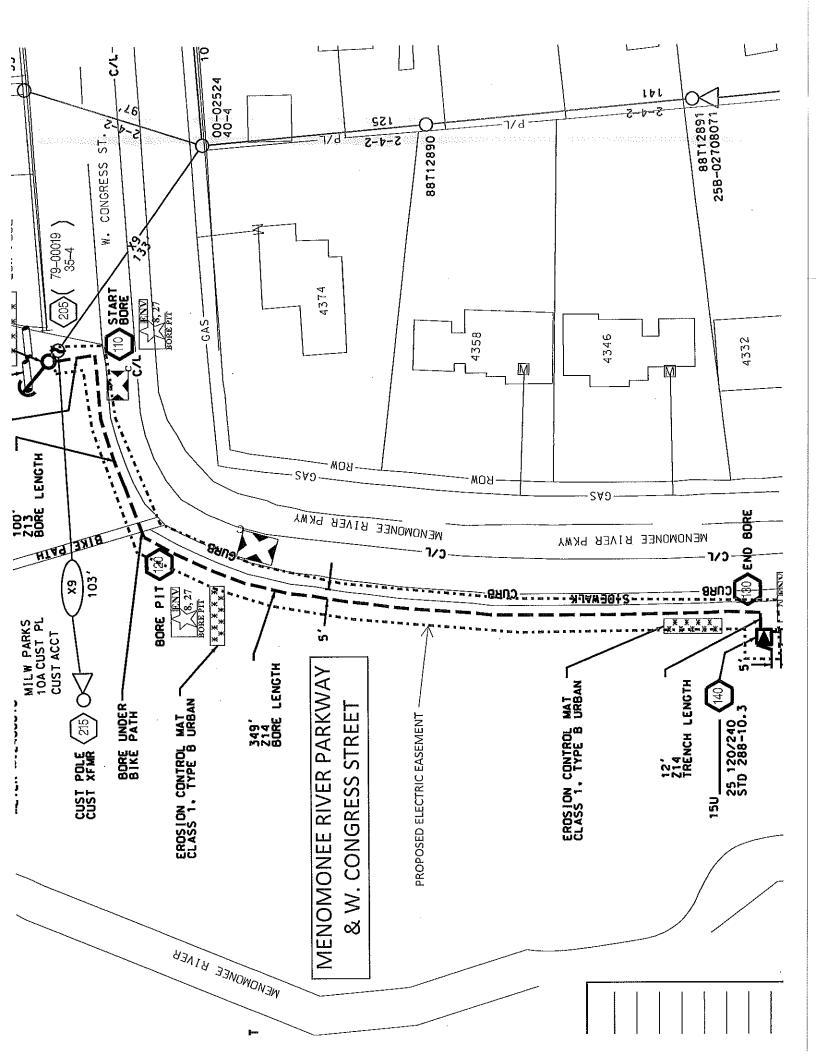
xxx-xxxx-xxx (Parcel Identification Number)

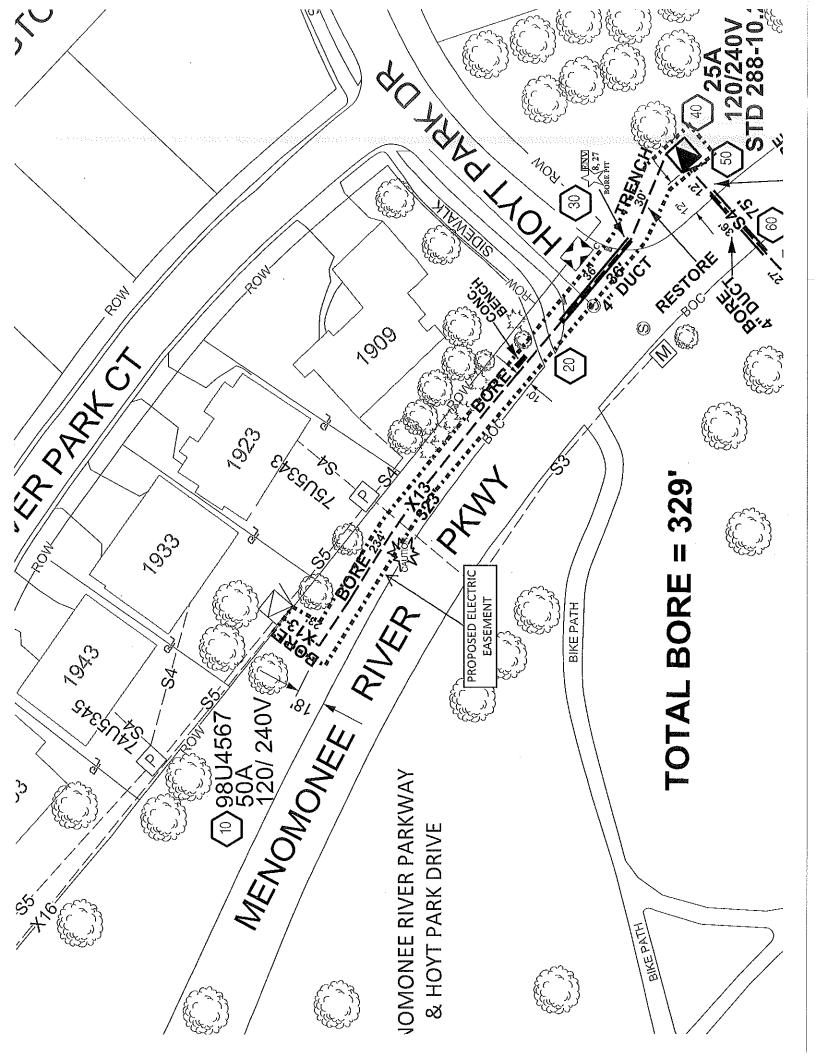
units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication 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.

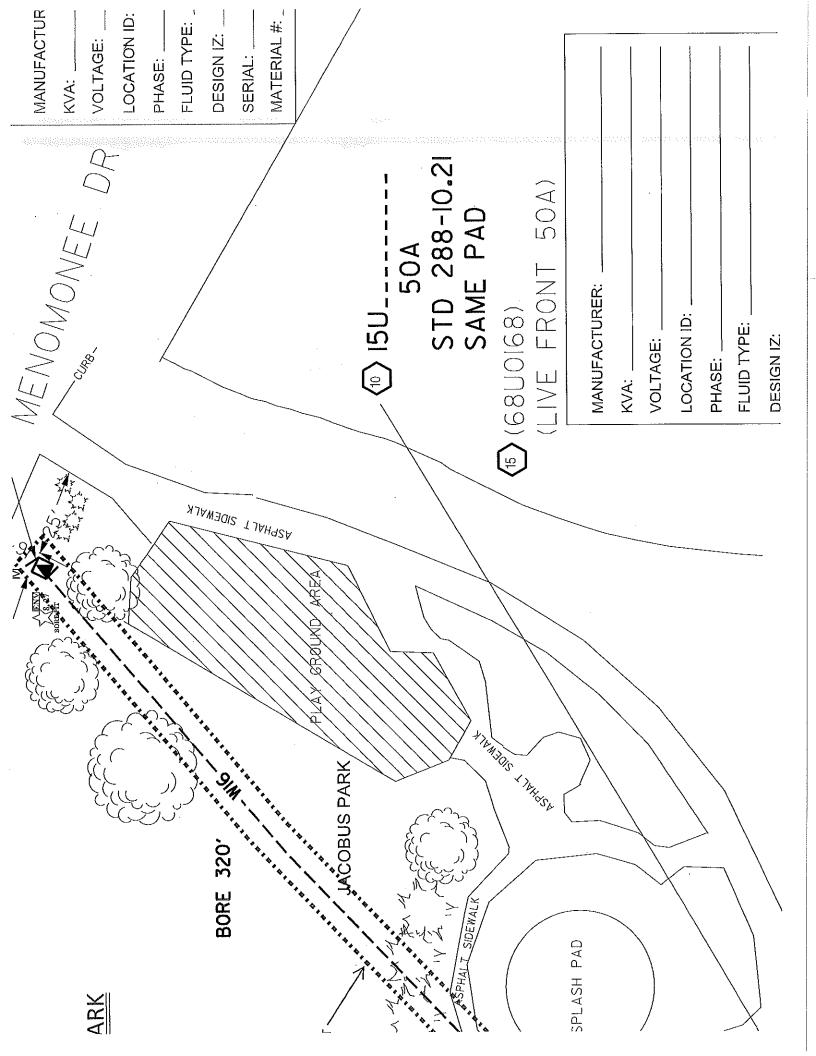
- (b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that 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.

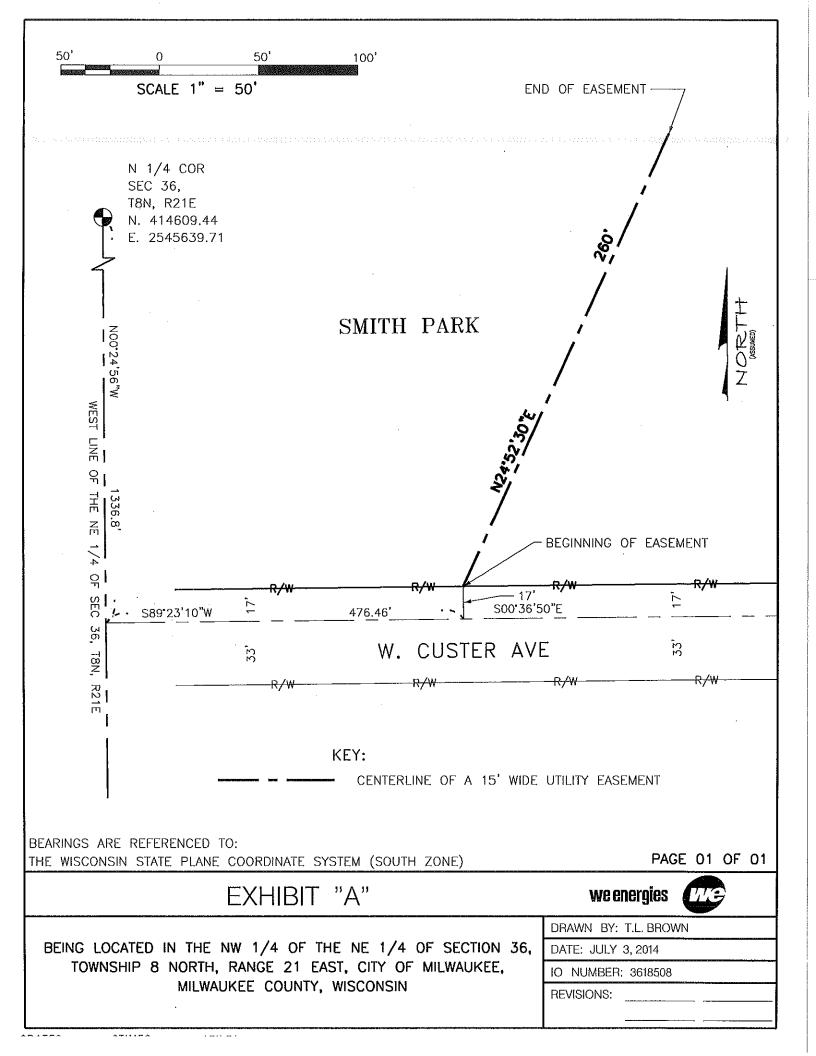




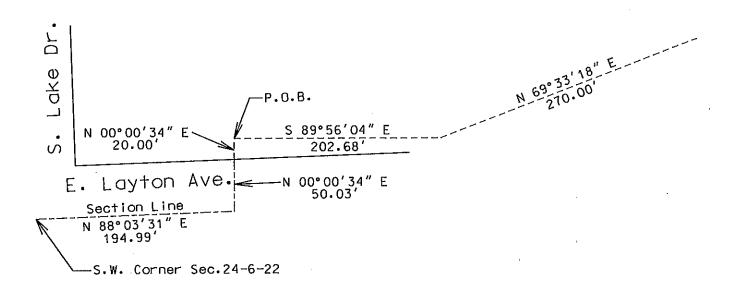








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----- = CENTERLINE OF 15' WIDE EASEMENT AREA

EXHIBIT "A"

we energies



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:

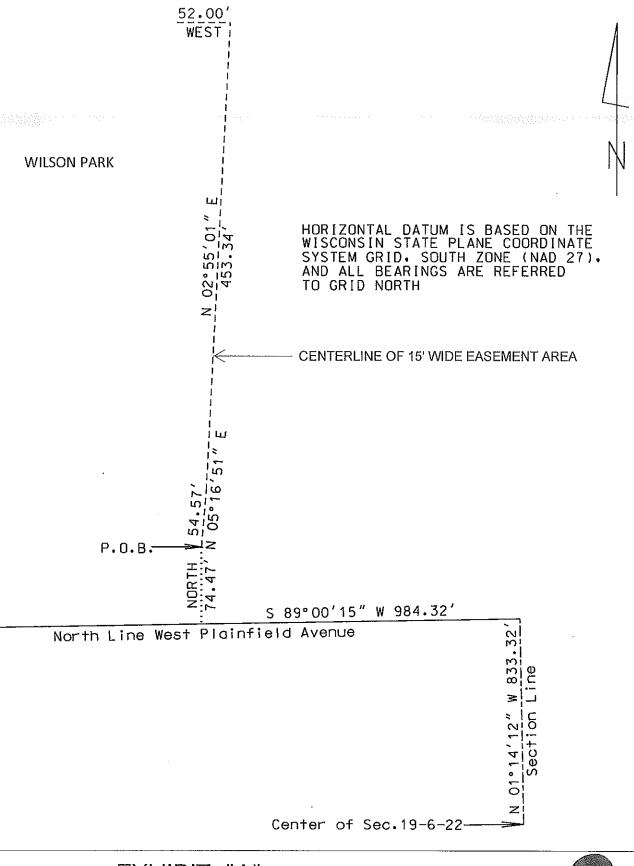


EXHIBIT "A"

we energies



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:

