

**DISTRIBUTION EASEMENT
OVERHEAD ELECTRIC AND
COMMUNICATIONS**

Document Number

WR NO. **3843275** IO NO. **76222**

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, TIME WARNER CABLE MIDWEST LLC, a Delaware limited liability company and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation**, 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 varying in width being a part of the grantor's premises described as **Certified Survey Map #361** being a part of the Southwest 1/4 of Section 29, Township 7 North, Range 19 East Town of Pewaukee (now City of Waukesha), Waukesha County, Wisconsin; as recorded on **December 7th 1965** in **Volume 2** of Certified Survey Maps on **pages 244 and 245** as **Document No. 651418**.

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

WAKC 0979996001
(Parcel Identification Number)

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.

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)

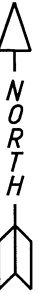
My commission expires _____

This instrument was drafted by Jeffrey Fowle on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

S 89° 43' 18" E 6.01' FROM NORTHWEST CORNER OF PARCEL
TO START OF CENTERLINE OF 12' WIDE EASEMENT.

S 89° 43' 18" E
305.97'

BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY.
BEARINGS OF DOCUMENT 3883412 HAVE BEEN ROTATED CLOCKWISE 01° 13' 00" TO MATCH.



N 02° 36' 35" W 318.12'

S 02° 36' 35" E
317.54'

MEADOWBROOK ROAD

LANDS DESCRIBED IN DOCUMENT NO. 3883412
RECORDED IN THE WAUKESHA REGISTER OF DEEDS.

517.52'
S 00° 16' 42" W

N 07° 42' 58" W
87.07'

S 07° 42' 58" E
54.09'

N 40° 36' 12" W
62.53'

S 27° 46' 19" E
82.76'

N 16° 23' 44" E
20.00'

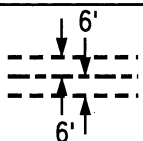
S 82° 11' 19" E
150.81'

L=246.30'

NORTHVIEW ROAD

S 65° 01' 13" E
96.88'

KEY



CENTERLINE
12' WIDE
EASEMENT

WE ENERGIES - EXHIBIT "A"

12' WIDE EASEMENT IN
PART OF THE SW 1/4 OF SECTION 29, T7N R19E
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

DRAWN BY: JIM CLARKE

SCALE: 1" = 60'

DATE: 02-15-2017

ORDER #: 3843275