

**DISTRIBUTION EASEMENT
UNDERGROUND ELECTRIC AND
COMMUNICATIONS**

Document Number

WR NO. **3842405** IO NO. **10723**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City of Waukesha, a Wisconsin municipal corporation**, 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, 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 a strip of land ten (10) feet in width and being a part of parcel with tax key number WAKC 1410-179, bounded on the south by the north right of way line of Stillwater Circle, bounded on the west by the west line of parcel with tax key number WAKC 1410-999, and bounded on the east by the existing utility easement line with **Document #2857317**, and being a part of the **Northwest 1/4 of Section 29, Township 6 North, Range 19** City of Waukesha, County of Waukesha, State of 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

WAKC 1410179
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, , together with all necessary and appurtenant equipment under 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. No above ground structures, pedestals or above ground mounting pads. All utilities must be underground
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. The Grantee will be responsible for any damage to public right of way, within or along this easement. It will be the Grantor and in it's sole discretion to determine that amount of damage done and the cost to repair any damage. The Grantee agrees to pay for any damage done that the Grantor has identified.
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. All restoration shall be done to the satisfaction of the Grantor.
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, a Wisconsin municipal corporation

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, a Wisconsin municipal corporation, 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.



Rivers Crossing Park

Rivers Crossing Dr.

Stillwater Villas

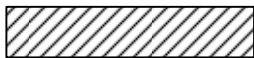
Existing 10' wide easement
Document No.
2857317

Stillwater Circle

Lot 330 River's crossing addtn. #2

Lot 310 River's crossing addtn. #2

KEY



New 10' easement area

EXHIBIT "A"
NOT TO SCALE

IDO

3842405

DRAWN BY

J. Fowle

REVISIONS

Northwest 1/4, Section 29,
Township 6 North, Range 19 East, City of Waukesha,
Waukesha County, Wisconsin

DATE

August 5th 2016