

**DISTRIBUTION EASEMENT
OVERHEAD AND UNDERGROUND**

Document Number

WR NO. **3621037**

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**, 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 12 feet in width of Grantor's being a part of the Northeast 1/4 of Section 9, Township 6 North, Range 19 East, in the 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

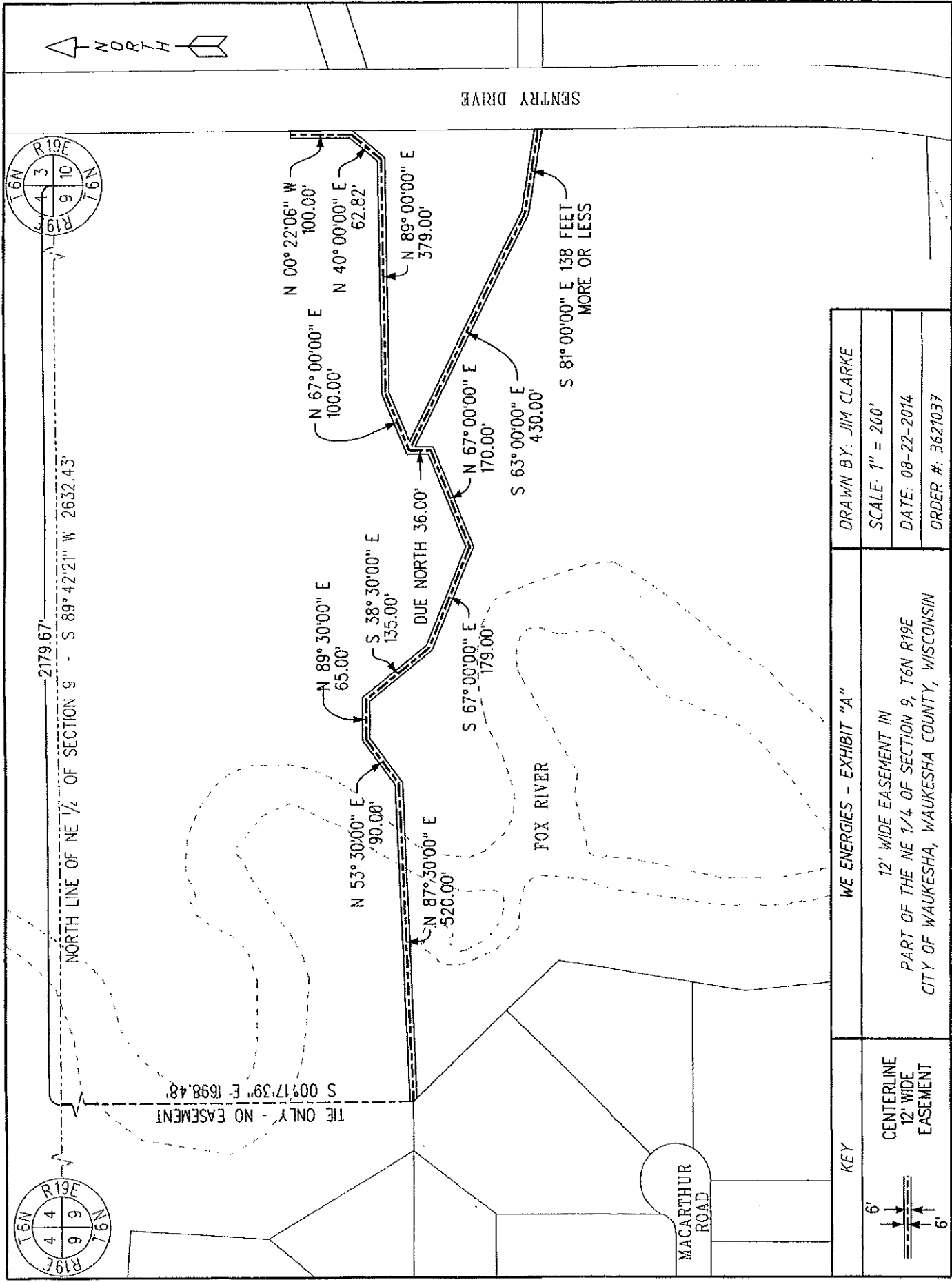
231 W. MICHIGAN STREET, ROOM A252

PO BOX 2046

MILWAUKEE, WI 53201-2046

WAKC 1329-990 & WAKC 1329-998
(Parcel Identification Number)

1. **Purpose:** 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 vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and 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, for the transmission and distribution of 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 the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Relocation:** Grantor shall have the right at any time to require the Grantee to relocate said facilities in the easement area within Grantor's property at Grantor's sole cost and expense; provided Grantee agrees that the new location is a suitable location and Grantor provides a suitable replacement easement.
7. **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.



KEY	WE ENERGIES - EXHIBIT "A"	DRAWN BY: JIM CLARKE
<div data-bbox="1372 1837 1502 1942" data-label="Diagram"> </div> <div data-bbox="1388 1669 1485 1795" data-label="Text"> <p>CENTERLINE 12' WIDE EASEMENT</p> </div>	<div data-bbox="1388 1165 1421 1417" data-label="Text"> <p>12' WIDE EASEMENT IN</p> </div> <div data-bbox="1421 997 1485 1585" data-label="Text"> <p>PART OF THE NE 1/4 OF SECTION 9, T6N R19E CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN</p> </div>	<div data-bbox="1372 724 1404 913" data-label="Text"> <p>SCALE: 1" = 200'</p> </div> <div data-bbox="1421 714 1453 913" data-label="Text"> <p>DATE: 08-22-2014</p> </div> <div data-bbox="1461 714 1494 913" data-label="Text"> <p>ORDER #: 3621037</p> </div>

8. **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: CITY OF WAUKESHA, a Wisconsin Municipal Corporation

By _____

SHAWN REILLY / MAYOR

By _____

/ CLERK

Personally came before me in _____ County, Wisconsin on _____, 2014,
the above named SHAWN REILLY, the MAYOR and _____, the CLERK 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 Alex Vojvodich on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.