

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **5091215** IO NO. **16972**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City of West Allis, a 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 six (6) feet in width being parts of **Lot 1 except the South 25 feet of the East 280 feet thereof and the North 475 feet of Lot 2, Block 2, in Assessor's Plat No. 272** being a Subdivision in part of the **Southwest 1/4 of Section 2, Township 6 North, Range 21 East**, in the City of West Allis, County of Milwaukee, 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 P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

474-0002-001

(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, 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.
- 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 sometime 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 West Allis, a municipal corporation

By _____

(Print name): _____

(Print title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the (title): _____
of the City of West Allis, a municipal corporation the City of West Allis, a 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 _____

Temporary Exhibit A:



ELEC WR **MS 5091215**

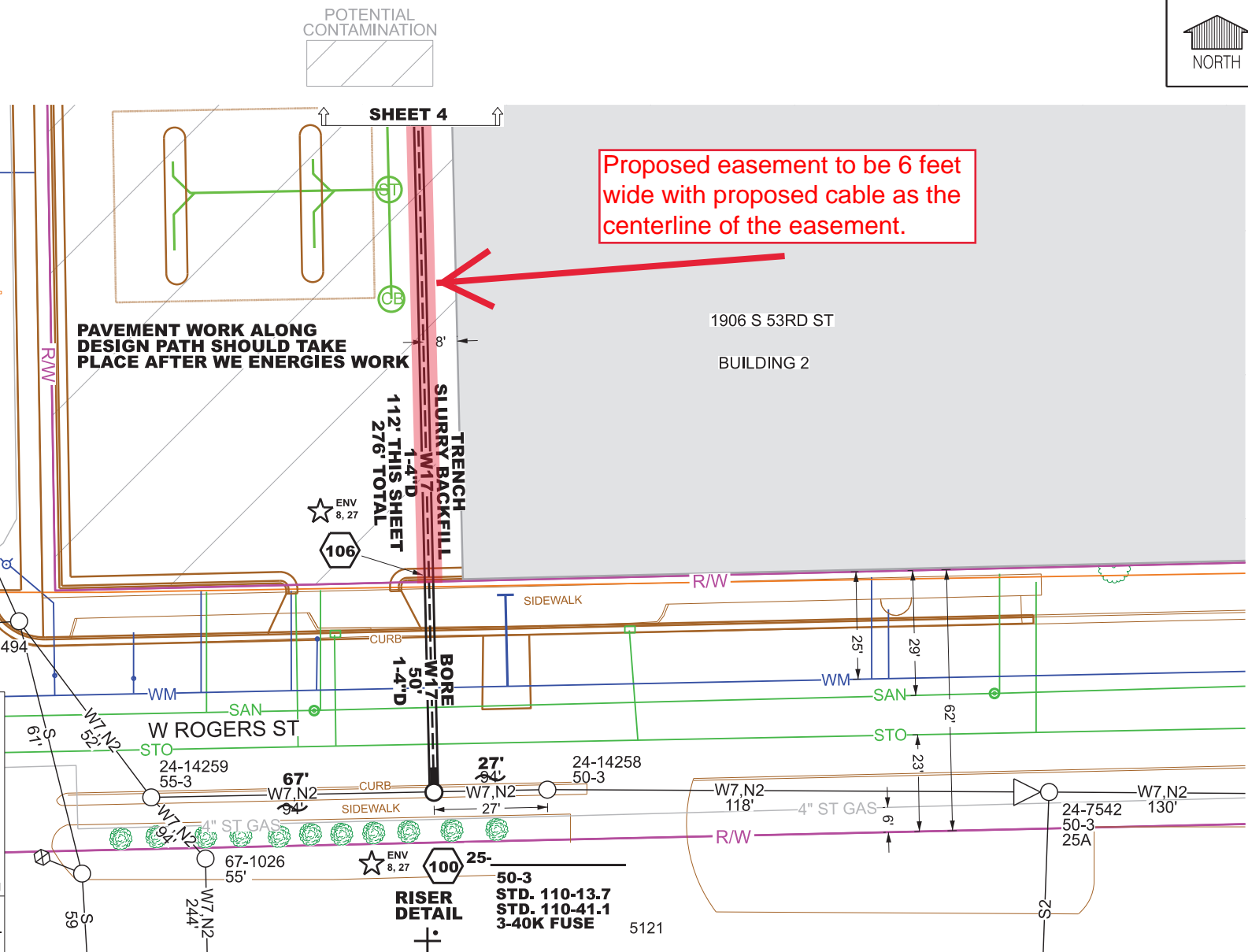
GAS WR



AVERAGE COVER:	COVER
FACILITY	
FIRE & POLICE	18" - 24"
STREET LIGHT	18" - 24"
GAS-MAIN	4'
GAS-SERVICE	3'
SEWER-SANITARY	8'
SEWER-STORM	5'
WATER-MAIN	66"
WATER-SERVICE	5'
TELEPHONE (CONDUIT)	3' +
TELEPHONE (JOINT)	
WITH POWER	2' - 3'
TELEPHONE (NON-JOINT)	
WITH POWER	2' - 3'
CATV	1 - 3'

MANUFACTURER:	
KVA:	150
VOLTAGE:	480Y/277
LOCATION ID:	25U
PHASE:	ABC
FLUID TYPE:	DESIGN IZ:
SERIAL:	
MATERIAL #:	227-5081
ASSET ID #:	
3 PHASE TRANSFORMER LOAD BREAK SWITCHES? <input type="checkbox"/> Y <input type="checkbox"/> N	
WE ENERGIES EQUIPMENT ENERGIZED <input type="checkbox"/> Y <input type="checkbox"/> N	
Customer EQUIPMENT ENERGIZED <input type="checkbox"/> Y <input type="checkbox"/> N EDC:	
SWITCHED BY:	DATE/TIME:

FOR SOO
USE ONLY



Proposed easement to be 6 feet wide with proposed cable as the centerline of the easement.

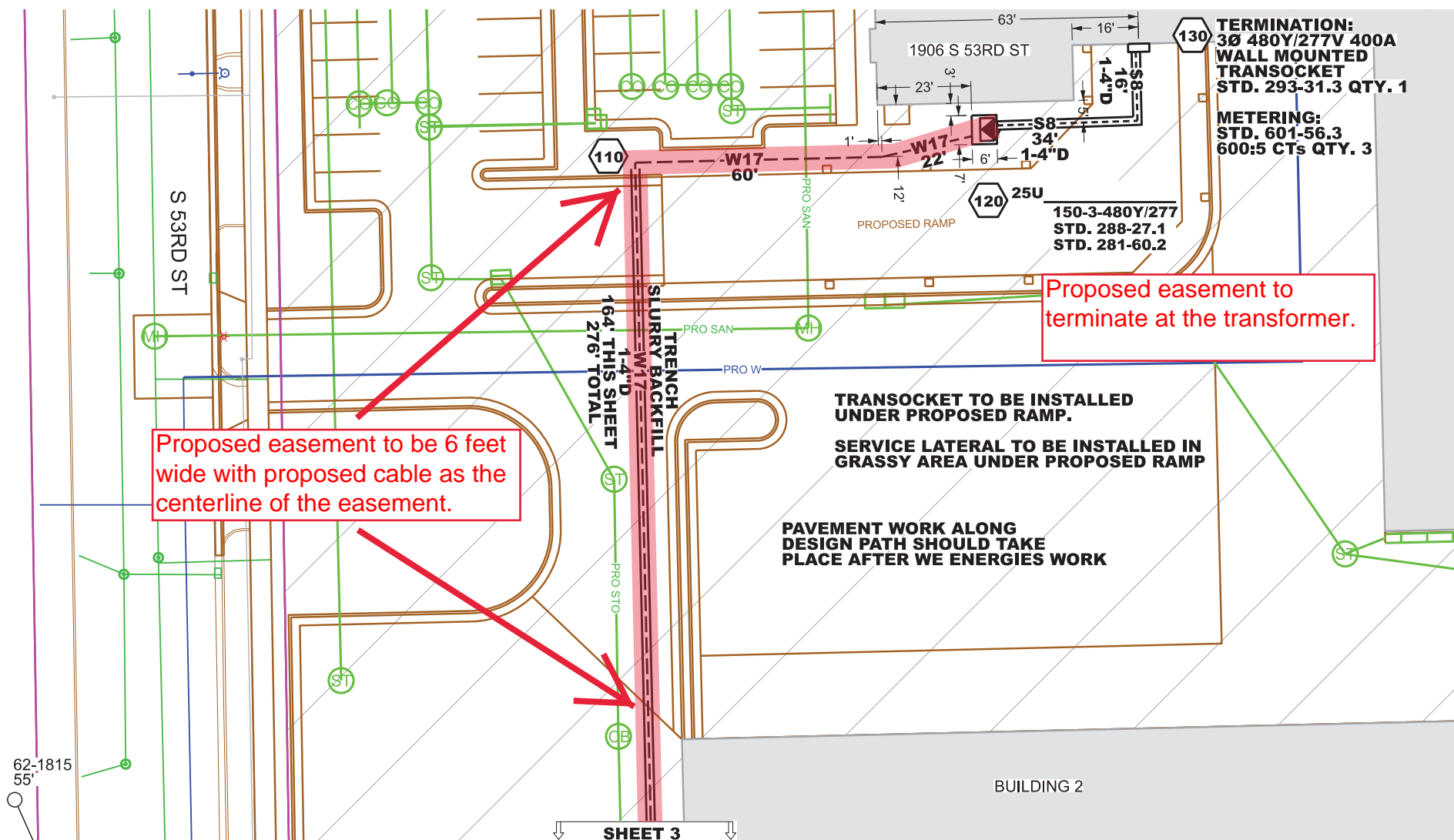


ELEC WR **MS 5091215**

GAS WR



POTENTIAL
CONTAMINATION



SHEET NO.
4 OF 5