

**DISTRIBUTION EASEMENT  
OVERHEAD AND UNDERGROUND**

Document Number

WR NO. 4126372 IO NO. 76253

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Community Development Authority of the City of West Allis**, 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 a strip of land twelve (12) feet in width in **Lot 2 of Certified Survey Map No. 8966**, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as **Document No. 10722457**, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the **Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, 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

454-0651-002  
(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 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. **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:

Community Development Authority of the City of West Allis

By: John F. Stibal

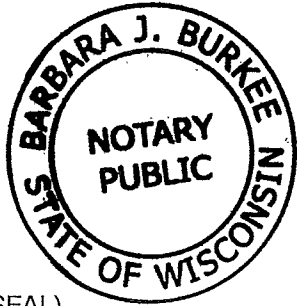
(Print name and title): John F. Stibal  
Executive Director

By: \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Acknowledged before me in Milwaukee County, Wisconsin, on June 13, 2018  
by John F. Stibal and \_\_\_\_\_

Members, Community Development Authority of the City of West Allis, in its name and on its behalf.

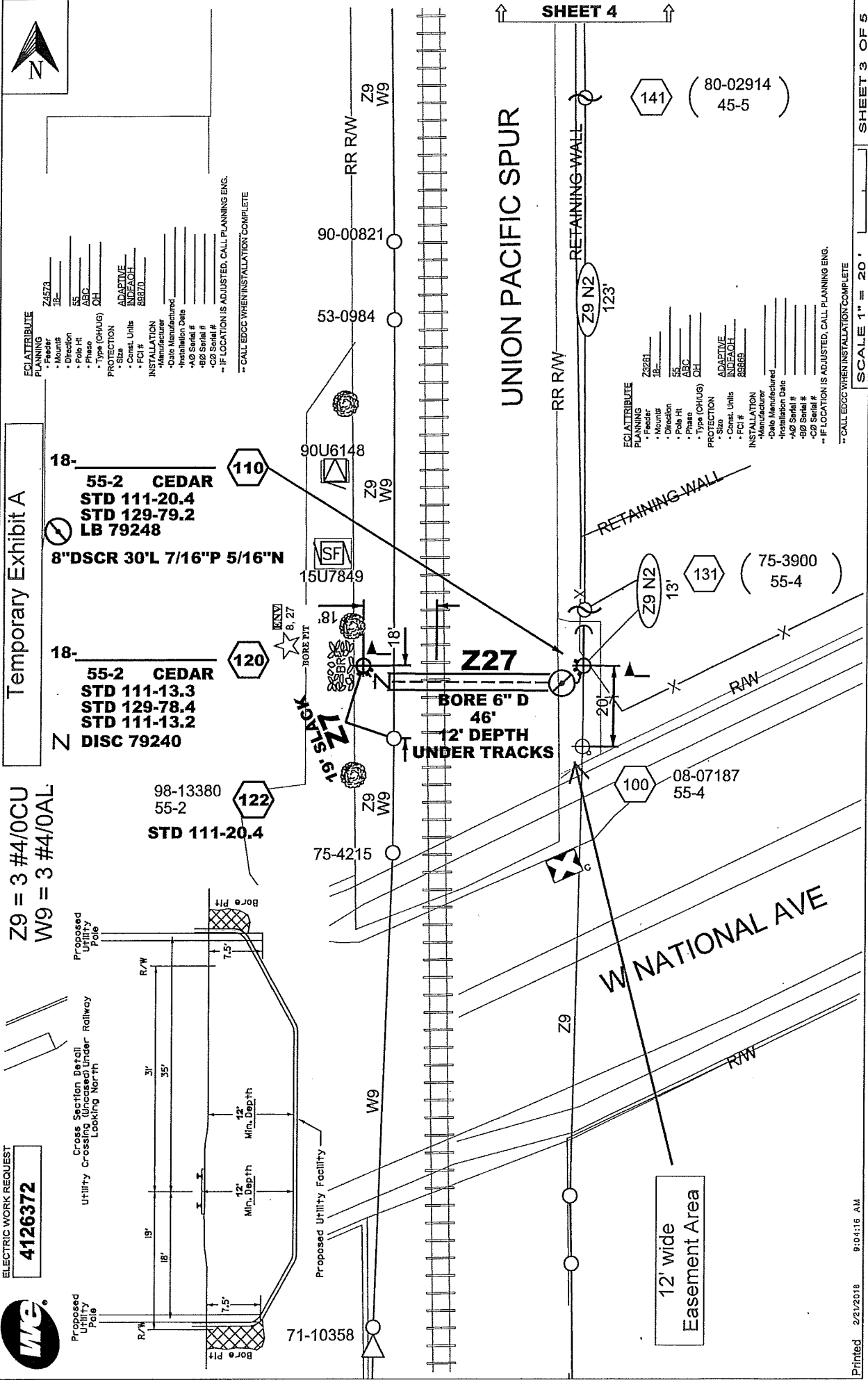


(NOTARY STAMP/SEAL)

Barbara J. Burkee  
Notary Public Signature, State of Wisconsin

Barbara J. Burkee  
Notary Public Name (Typed or Printed)

My commission expires 10-18-19



ELECTRIC WORK REQUEST  
**4126372**

**Z9 = 3 #4/0CU**  
**W9 = 3 #4/0AL**

Temporary Exhibit A

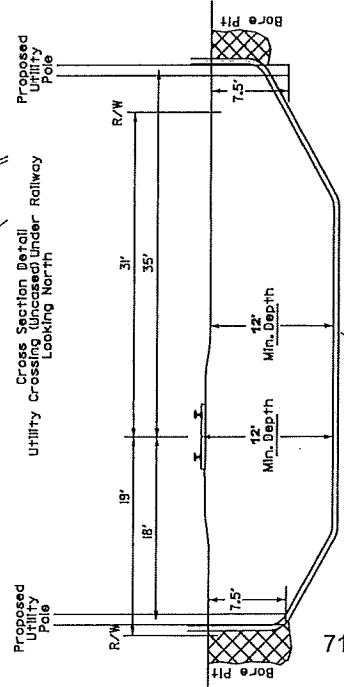


- EQUIPMENT ATTRIBUTES**
- PLANNING**
    - Z4573
    - 12-
  - Feeder**
  - Mount**
  - Direction**
  - Pole Ht**
  - Phase**
  - Type (OH/UG)**
  - Size**
  - Code**
  - Units**
  - FCI #**
  - BBZTD**
- PROTECTION**
- ADAPTIVE
  - ADJUSTABLE
  - BBZTD
- INSTALLATION**
- Manufacturer
  - Date Manufactured
  - Installation Date
  - A0 Serial #
  - B0 Serial #
  - C0 Serial #
- NOTES**
- IF LOCATION IS ADJUSTED, CALL PLANNING ENG.
  - CALL EDCO WHEN INSTALLATION COMPLETE

18- **55-2 CEDAR**  
**STD 111-20.4**  
**STD 129-79.2**  
**LB 79248**  
**8" DSCR 30'L 7/16" P 5/16" N**

18- **55-2 CEDAR**  
**STD 111-13.3**  
**STD 129-78.4**  
**STD 111-13.2**  
**Z DISC 79240**

98-13380  
 55-2  
**STD 111-20.4**



141 (80-02914)  
 45-5

131 (75-3900)  
 55-4

100 08-07187  
 55-4

12 wide  
 Easement Area

UNION PACIFIC SPUR

SHEET 4