

**DISTRIBUTION EASEMENT
OVERHEAD**

Document Number

WR Number: **4367151**

IO Number: **76433**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF WAUWATOSA, 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 a strip of land ten (10) feet in width being a part of **Lot 3, in Certified Survey Map No. 9548**, being a part of the **Northeast 1/4 and the Southeast 1/4 of Section 19, Town 7 North, Range 21 East**, City of Wauwatosa, 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.

Address (for reference only): 11110 W Walnut Rd, Wauwatosa WI, 53226

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

339-1003-000
(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. **Sign Attachments:** The attachment of any signs, markers, indicators, or any other objects to any facilities owned by the Grantor located within the Easement Area for any purpose is expressly prohibited.
5. **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.
6. **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.
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.
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.
9. **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 WAUWATOSA, a municipal corporation

By: _____

(Print name and title): _____

By: _____

(Print name and title): _____

Acknowledged before me in _____ County, State of Wisconsin, on _____, 2025,
by _____, the _____,
and by _____, the _____,
of the City of Wauwatosa, for the municipal corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

**Electric Design Sketch on Following Page is
Temporary Exhibit "A"**

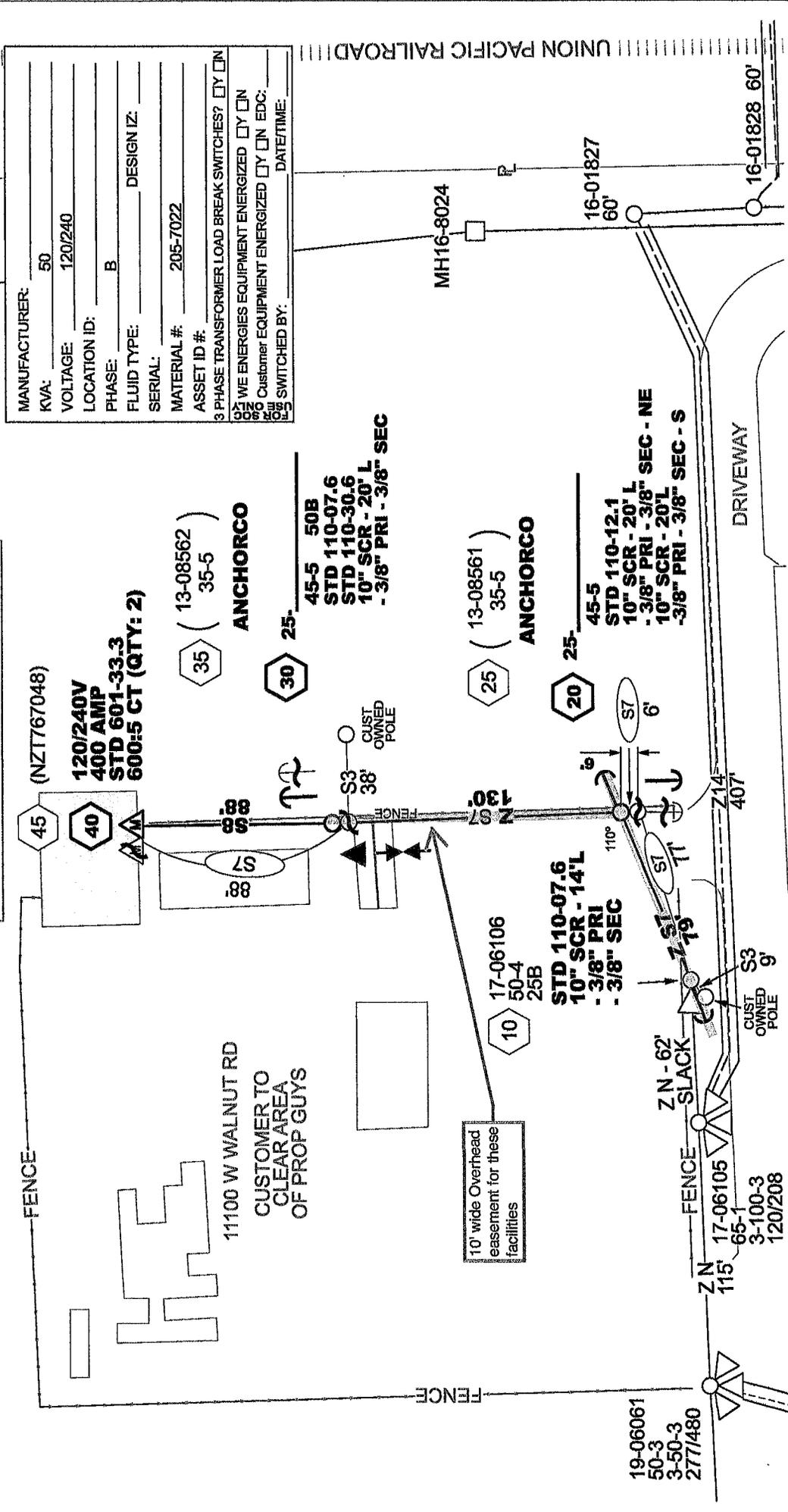
**Insert Surveyed Exhibit "A"
After Facilities are Installed at Location**



M&E
ELEC WR
GAS WR

MIN 5138417
####

Temporary Exhibit "A"



MANUFACTURER: _____
 KVA: 50
 VOLTAGE: 120/240
 LOCATION ID: _____
 PHASE: B
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: 205-7022
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 02 WE ENERGIES EQUIPMENT ENERGIZED Y N
 03 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 04 SWITCHED BY: _____ DATE/TIME: _____