

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **3552906**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF RACINE**, 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 twelve (12) foot wide strip of land on Grantor's premise described in that certain Warranty Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 22, 1930 in Volume 268, Pages 150-154 inclusive as Document No. 365384; specifically being a part of the West 1/2 of the Southwest 1/4 of Section 25, Township 4 North, Range 22 East, City of Racine, Racine 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

276 00-00-21-258-000  
(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 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 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.

**Grantor:**

**The CITY OF RACINE**

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 RACINE, 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 \_\_\_\_\_



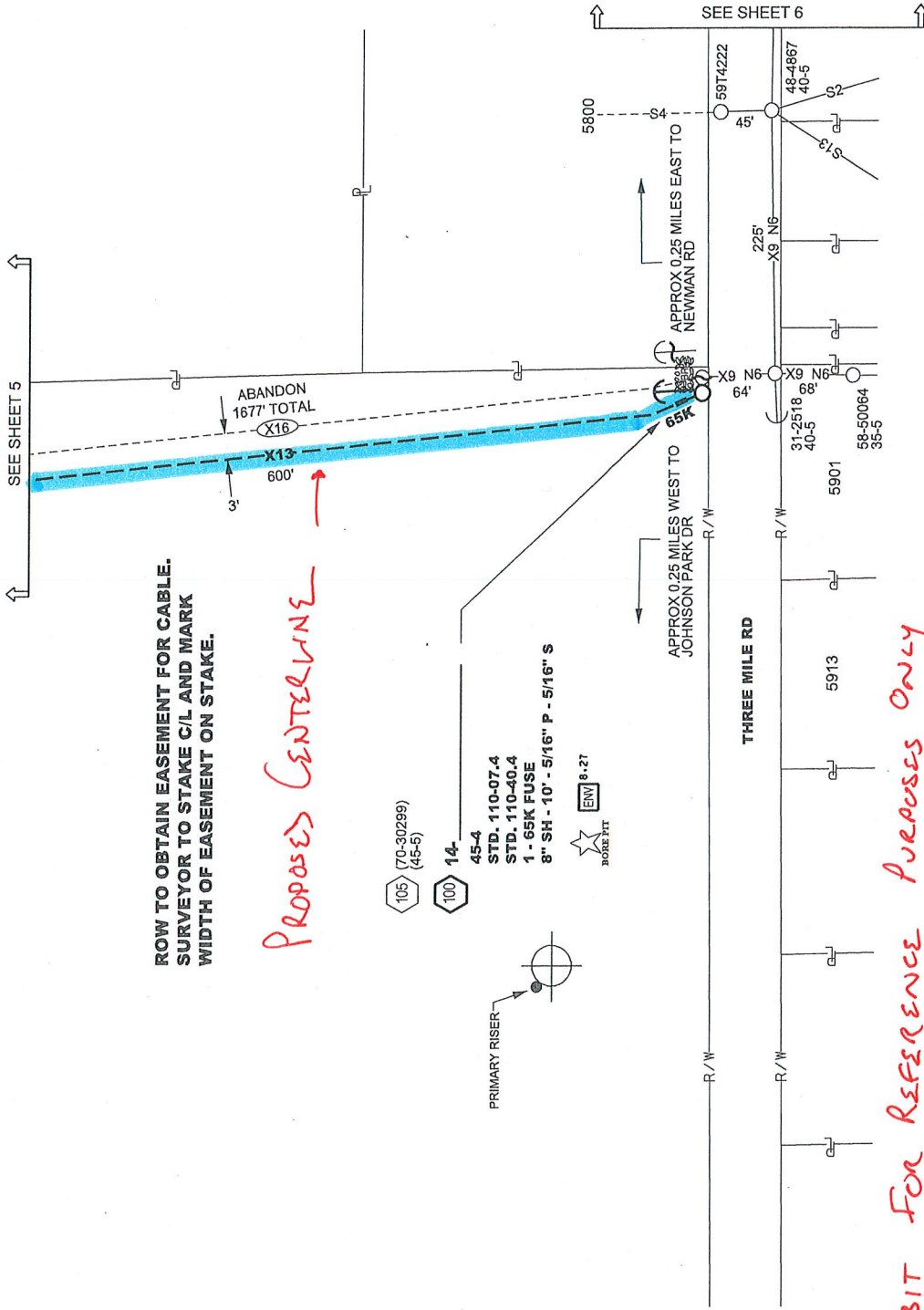
WIRE KEY

- X9 = 1 - #4 CU
- N6 = 1 - #4 CU NEUTRAL
- S2 = 2 TXR
- S4 = 3/0 TXR
- S13 = 4 TXR
- X13 = 1 - #1 AL 25KV
- X16 = 1 - #2 AL 15KV

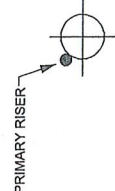


**ROW TO OBTAIN EASEMENT FOR CABLE.  
SURVEYOR TO STAKE C/L AND MARK  
WIDTH OF EASEMENT ON STAKE.**

*PROPOSED CENTERLINE*



- 105 (70-30299)  
(45-5)
- 100
- 14-
- 45-4
- STD. 110-07.4
- STD. 110-40.4
- 1 - 65K FUSE
- 8" SH - 10" - 5/16" P - 5/16" S
- ENV 8-27
- BORE PIT



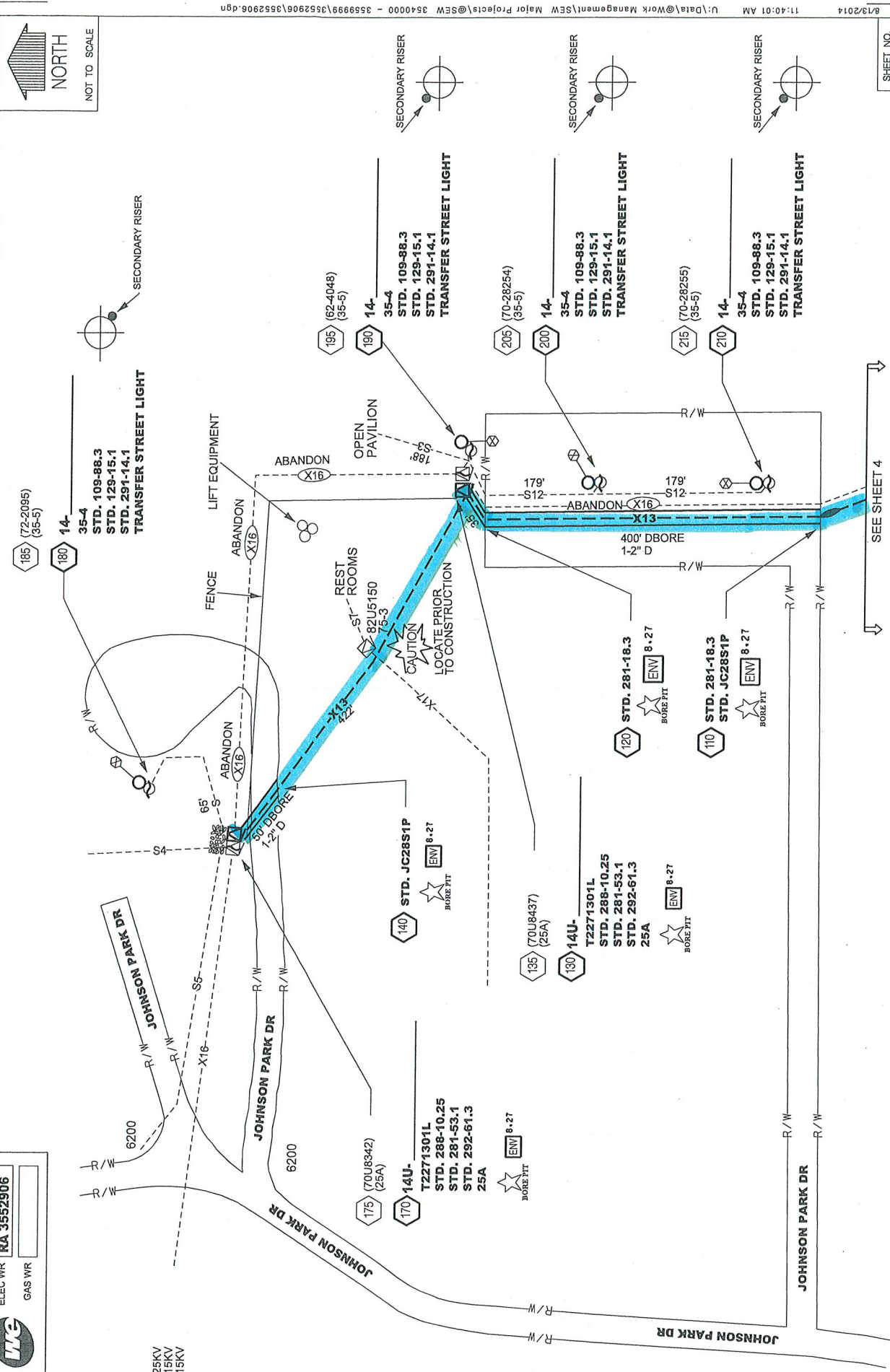
*THIS EXHIBIT FOR REFERENCE PURPOSES ONLY  
A SURVEY CENTERLINE DESCRIPTION WILL BE PROVIDED TO THE CITY AFTER CONSTRUCTION*

**we energies**

ELEC WR **RA 3552906**

GAS WR

- WIRE KEY**
- S = 6 DX
  - S3 = 1/0 TXR
  - S4 = 3/0 TXR
  - S5 = 350 TXR
  - S7 = 1/0 TXF
  - S12 = 8 DX
  - X13 = 1 - #1 AL 25KV
  - X16 = 1 - #2 AL 15KV
  - X17 = 3 - #2 AL 15KV



SEE SHEET 4