**Document Number** 

WR NO. 2692362

For good and valuable consideration which the CITY OF RACINE, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, 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, over, across, within and beneath a part of grantor's land hereinafter referred to as "easement area".

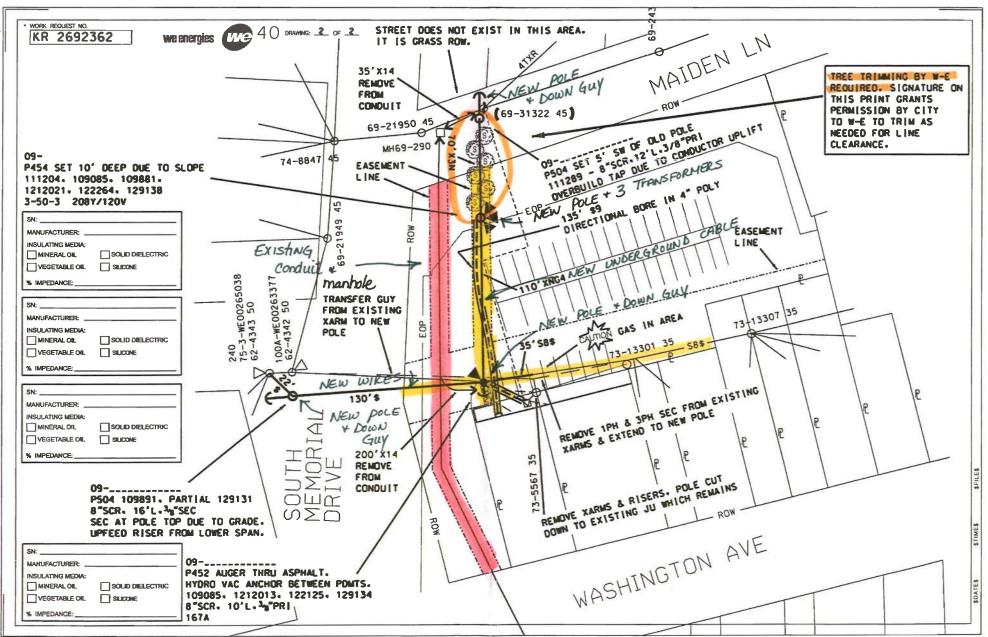
The easement area is described as strips of land varying in width being a part of the grantor's premises described as Part of Lots 13-18, Block 26, Herricks Partition Plat and Part of Lots 7-12, Block 1, Herricks Addition No. 1; said premises being located in the Southeast 1/4 of Section 17, Town 3 North, Range 23 East, City of Racine, Racine County, Wisconsin.

The location of the easement area with respect to the 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

> 276-0000-10096-003 (Parcel Identification Number)

- 1. Purpose: The purpose of this easement is to construct, install, erect, operate, maintain and replace overhead and underground utility facilities including: poles, together with the necessary conductors, anchors, guy wires, as well as conduit and cables, manholes, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, pedestals and riser equipment, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
- 2. Buildings or Other Structures: The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 3. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
- 4. Access: Grantee and its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
- 5. Restoration: Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or 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. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



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