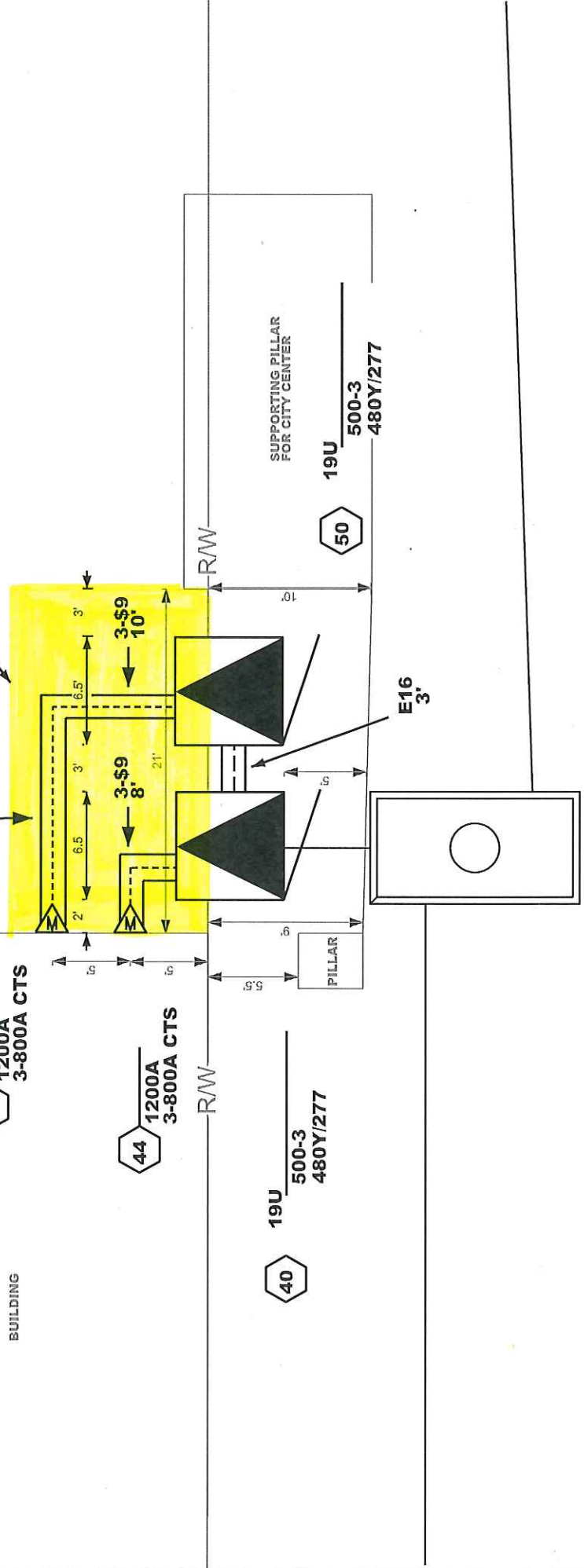




**CUSTOMER WILL NOT BE ABLE TO BUILD ANYTHING OVER THE SECONDARY CABLE. EASEMENT IS REQUIRED WITH BACK OF THE TRANSFORMERS INTO THE PROPERTY.**

**\*CITY IS RESPONSIBLE FOR RESTORATION\***



**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. 4387913 & 4422621 IO NO. 12596

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF APPLETON, a Wisconsin 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 Twelve (12) Feet in width, being part of Lot Two (2), Block 27, APPLETON PLAT**, according to the recorded Assessor's Map of said City; said land being more particularly described in that certain **Quit Claim Deed** recorded in the office of the Register of Deeds for Outagamie County in **J 5940, I 17, Document No. 876209**.

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 P129  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

312027200  
(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 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 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.
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.

9. **Indemnification:** Grantee shall indemnify and hold Grantor harmless from and against any and all liability for personal injuries, property damages, or loss of life resulting from, or any way connected with the condition or use of the above-described land or any mean of ingress to or egress from such land except liability caused solely by the negligence of the Grantor.

The grant of this Easement to place certain facilities in the property belonging to the Grantor is conditioned upon Grantee obtaining all permits, licenses, franchises and permission required under federal, state or local law prior to the commencement or the use of the facilities to provide any video programming or other programming services, as those terms are defined by 47 U.S.C. Section 522, as amended, to subscribers in the City. Further, Grantees agree they will not use the facilities as part of a network occupying the public right-of-way for the provision to subscribers in the city of video programming or other programming service, as those terms are defined in 47 U.S.C. Section 522, as amended, unless they provide the city Clerk 30 days prior written notice. The granting of this Easement shall not constitute nor be construed as a grant of any permit, license, franchise or permission otherwise required under federal, state or local law.

**Grantor:**

**CITY OF APPLETON, a Wisconsin municipal corporation**

By: \_\_\_\_\_  
**Timothy M. Hanna, Mayor**

By: \_\_\_\_\_  
**Kami Lynch, City Clerk**

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2019,  
the above named Timothy M. Hanna, Mayor, and Kami Lynch, City Clerk, of the CITY OF APPLETON, a Wisconsin  
municipal corporation, 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 \_\_\_\_\_

This instrument was drafted by Emily Iacchei on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.