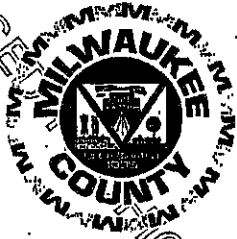


REGISTER OF DEEDS



# Milwaukee County

JOHN LA FAVE • Register of Deeds

## TITLE TARGET

### PERMANENT RECORDS

✓ Daily Recordings 4-10-2013

Veteran's Discharges

### FIRST DOCUMENTS:

Reel Number 8102

Document Number 10235643

Type of Document Distribution Easement  
Underground OR Joint.

Notes:

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COURTHOUSE, ROOM 103 • 801 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233 • (414) 278-4021 • FAX (414) 223-1257

2858 R10

Doc Yr: 2013, Doc#: 10235643, Page#: 1 of 4



DOC.# 10235643

RECORDED 04/10/2013 08:28AM  
JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
FEE EXEMPT #:

DISTRIBUTION EASEMENT  
UNDERGROUND JOINT

Document Number

WR NO. 2887564

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VILLAGE OF BROWN DEER, 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 and TIME WARNER ENTERTAINMENT COMPANY, LP hereinafter referred to as "Grantee", a permanent easement upon, 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 Grantor's land described as Parcel 2 of that particular QUIT CLAIM DEED recorded in the office of the Register of Deeds in and for Milwaukee County on January 4, 2012 as DOCUMENT NO. 10068927. Said land being a part of the Northwest 1/4 of Section 12, T8N, R21E in the Village of Brown Deer, 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

048-8985  
(Parcel Identification Number)

- Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformer, 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.
- 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.
- Buildings or Other Structures:** 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.
- 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.
- 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.
- 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.
- 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.