

We Energies
800 S. Lynndale Dr.
Appleton, WI 54914
Phone 800-972-8856
www.we-energies.com



June 22, 2021

Winnebago County
415 Jackson St, Room 120
Oshkosh, WI 54903

Subject: FV21001 – Abbey Avenue Conversion Project
Work Request No. 4546367 #6

Dear Customer:

As a part of our continuing effort to improve service and reliability, we will be upgrading facilities at 211 E. Forest Avenue in Neenah. This work will involve replacing poles, overhead wire, underground cables, transformers, and other equipment along the route. Due to changes in standards and the use of upgraded equipment, size or height of newly installed facilities may not be identical to current facilities.

To complete this project, we will need your permission in the form of an easement. An easement gives us land rights to use a defined part of a property for a specific purpose such as the installation, maintenance, and inspection of utility facilities. The easement agreement is enclosed. **If you are agreeable, please sign one copy of the easement agreement in the presence of a notary public and return it in the enclosed postage-paid envelope. Keep the other copy for your records.**

Construction is expected to begin in July or August 2021. We will continue to communicate details about our work as we move through the project – including notification a few weeks prior to start of construction. If you have any questions, please contact me at 920-380-3654 or kathy.curren@we-energies.com and reference the work request number in the subject line above. Thank you for your cooperation and understanding as construction takes place in your area.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Curren".

Kathy Curren
Right of Way Agent

**DISTRIBUTION EASEMENT
UNDERGROUND ELECTRIC AND
COMMUNICATIONS**

Document Number

WR NO. **4546367** IO NO. **52772**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WINNEBAGO COUNTY, 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 and SPECTRUM MID-AMERICA, LLC**, 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** of Grantor's land, being **part of Lots Six (6), Seven (7), Eleven (11), and Twelve (12), Block Nine (9) in ASSESSOR'S PLAT OF BLOCK 9, JONES' PLAT OF THE ISLAND**, in the Third Ward, City of Neenah, located in the **Southwest 1/4, Section 22, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin; said premises being more particularly described in that certain **Warranty Deed** recorded in the office of the Register of Deeds for Winnebago County as **Document No. 824519**.

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

80300940000
(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 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 sometime 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.

Grantor:

WINNEBAGO COUNTY, a municipal corporation

By: _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2021,
the above named _____, the _____
and _____, the _____
of WINNEBAGO COUNTY, a municipal corporation pursuant to a Resolution adopted by the County Board on _____
as Resolution No. _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____