

EASEMENT AGREEMENT

In consideration of good and valuable consideration, receipt and adequacy whereof is hereby acknowledged, the City of Milwaukee ("Grantor"), hereby grants, conveys and warrants unto **Time Warner Entertainment Company LP, a Delaware Limited Partnership, d.b.a. Time Warner Cable**, its successors and assigns ("Grantee"), a perpetual easement to install, construct, lay, reconstruct, operate, maintain, repair, replace, enlarge, relocate, inspect, supplement and remove (collectively, "Service"), at any time or times hereafter, Grantee's underground communication systems and related components, lines and equipment, together with all such underground communication facilities, including, without limitation, conduits, cables, wires, fibers, poles, pedestals, pipes, antennas, fixtures, handholes, apparatus and appurtenances, as Grantee may from time to time require or deem proper (collectively, the "Equipment"), in, under, over and upon a portion of the real property as more particularly described on Exhibit "A", said property being a part of Lots 13 through 24, Block 3 of Glidden & Lockwoods Addition, and a part of the Northwest 1/4 of the Northeast 1/4 of Section 22, T7N, R22E, all located in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 22, T7N, R22E, City of Milwaukee, Milwaukee County, Wisconsin. 2275 N. Lincoln Memorial Drive, Tax Key # 356-0111-000, attached hereto and incorporated herein. (the "Property").

The Equipment shall be constructed within the boundaries of a strip of real property as shown and delineated upon the attached legal description or drawing marked on Exhibit "A" (the "Easement Area") attached hereto and incorporated herein. In addition, Grantor does hereby grant, convey and warrant to Grantee a temporary construction easement in, under, over and upon the real property shown and delineated upon the attached legal description or drawing marked on Exhibit "A" attached hereto and incorporated herein. The duration of the construction easement shall be until the completion of construction of the Equipment.

This Easement Agreement grant includes Grantee's rights of ingress to and egress over the Property to and from the Easement Area to service the Equipment. If any damage to the Property, or improvements or facilities located on, upon, or under the Property, is caused by Grantee's exercise of Grantee's rights under this Easement Agreement, Grantee, at Grantee's expense, shall repair such damage and restore all disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage. Grantee shall also have the right to cut, trim, remove, destroy, or otherwise control any trees, brush or other vegetation now standing or hereafter growing upon the Easement Area. The Equipment placed or installed on the Easement Area by Grantee, whether permanent or temporary and replacements thereof, shall be and remain the property of Grantee and may be removed by Grantee at Grantee's discretion.

Except as expressly limited herein, Grantor reserves all rights as owner of the Property, and Grantor may use the Property for all purposes not inconsistent with the full enjoyment of this Easement Agreement and the Easement Area by Grantee. Grantor will not without the prior written consent of the Grantee, do or suffer or permit to be done, any of the following: place any building or structures on the Easement Area or so as to interfere with or obscure the Grantee's access to and use of the Easement Area; raise or lower the ground level of the Easement Area by more than 4"; or stockpile or store objects on the Easement Area or as to interfere with or obstruct the Grantee's access to or use of the Easement Area or Grantee's ability to Service the Equipment.

Grantor covenants with Grantee that Grantor is the true and lawful fee simple owner of the Property and has full power and right to execute and grant this Easement Agreement. Grantor covenants that grantee, upon complying with the terms of this Easement Agreement, shall, subject to the terms of this Easement Agreement, peaceably and quietly have, hold and enjoy the Easement Area and all rights, easements, appurtenances and privileges belonging or appertaining thereto.

This Easement Agreement may be terminated only by written instrument of release or termination duly executed by the Grantee in the same manner and satisfying the same formalities as required for the effective and binding execution and registration of deeds in the state where the Property is located. This Easement Agreement may not be terminated, and Grantee's rights, title, interest and enjoyment in, to and of the Easement Area shall not be diminished or terminated, by abandonment or non-use of the Easement Area by Grantee.

It is understood that during the time Grantee's Equipment is located on the Property, Grantee will indemnify and save the Grantor harmless from any and all claims for injury or death to any person and for damage to property of any person arising out of the installation and maintenance of said Equipment; excepting, however, any claims or actions arising out of negligence or willful acts on the part of Grantor, its employees, agents and invitees.

Grantee may not assign or otherwise alienate Grantee's rights or obligation under this Easement Agreement without Grantor's consent.

This Easement Agreement shall bind and inure to the benefit of, and serve as an obligation of, Grantor, Grantee, and their respective heirs, legal representatives, licensees, lessees, successors and assigns. Any right, title, interest or privilege granted to Grantee hereunder shall be held and may be exercised by Grantee and its legal representatives, successors and assigns whether or not so expressed herein. This Easement Agreement is a covenant running with the Property. This Easement Agreement constitutes the entire agreement between Grantor and Grantee, there being no oral agreements or representations of any kind made between Grantor and Grantee.

This document shall be recorded in the Milwaukee County Register of Deeds' office by the Grantee, at its expense. Two copies of the recorded document shall be returned to the City of Milwaukee Commissioner of Public Works who will, in turn, forward a copy to the Milwaukee Water Works for its records.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the Grantee Notary date below.

| GRANTOR: CITY OF MILWAUKEE | GRANTEE: TIME WARNER CABLE |
|--|---|
| By: _____ Ghassan Korban, Commissioner Dept. of Public Works | _____ Name Printed: _____ |
| Countersigned: | _____ Name Printed: _____ |
| By: _____ Martin Matson, City Comptroller | |
| City Common Council Resolution File No. _____. | |
| CITY ATTORNEY APPROVAL/AUTHENTICATION | GRANTEE NOTARY |
| _____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b). | State of Wisconsin))ss Milwaukee County) |
| By: _____ | Before me personally appeared the following signatories, _____ _____, to me known to be such person(s) who signed this document and acknowledged the same. |
| Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____ | Date: _____ _____ Notary Public Name Printed: _____ My commission: _____ [notarial seal] |
| CAO doc no 178786 | |

This instrument prepared by: The City of Milwaukee

Insertions by: **Kevin M. Stoeveken – Mi-Tech Services**