

**AMERITECH  
EXCLUSIVE EASEMENT**

UT # 0151515

R/W # 2000-199

For a valuable consideration of Seven Thousand, Five Hundred dollars (\$7,500.00) paid to the Milwaukee Board of School Directors, receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to Wisconsin Bell Telephone Company d/b/a. Ameritech Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an exclusive easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, manholes, underground vaults, conduit, ducts, handholes, enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

**RETURN ADDRESS:**

Nancy Betenz  
Ameritech  
N17 W24300 Riverwood Drive  
Waukesha, WI 53188

**PARCEL NUMBER 507-1179-1**

The Property is legally described as: All of Block 6 in Vogel Park, Lots 1 to 40 inclusive, being in the Southwest Quarter, Section 8, T6N-R22W, City of Milwaukee, County of Milwaukee, State of Wisconsin, and recorded with the Register of Deeds as WD #783863.

The Easement Area is legally described as, a parcel of land as shown and described on Exhibit "A". The exact position of this easement, upon completion of a field survey, shall be attached hereto and made a part of this document as Exhibit "A".

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance, at no cost to the Grantor.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

The Grantor agrees that, due to the exclusive nature of the grant herein conveyed, no other use of the Easement Area shall be made by anyone, including Grantor, without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

The grantee hereby agrees to indemnify and save harmless the grantor from all claims and demands for loss or damage to the person or property or others, arising out of the installation, maintenance or removal of the structures of the grantee on the land described; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees.

It is understood that said facilities shall be removed without cost to the Grantor, and the easement rights contained herein terminated at such time as said facilities are no longer required or used by the Grantee.

**OPTION CLAUSE**

Grantee agrees to pay grantor \$100.00 upon execution of this easement. Balance of agreed payment to be paid to grantor upon approval of all building permits, conditional use permits, zoning issues, environmental inspection approval and any and all other approvals which may be required by governmental agencies. If any of the above conditions prohibit use of this easement, the original unrecorded document will be returned to the grantor with no further payments due.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

GRANTOR: CITY OF MILWAUKEE

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Attest \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
City Comptroller

**ACKNOWLEDGMENT**

State of Wisconsin            )  
  )ss  
County of Milwaukee        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, \_\_\_\_\_ Mayor, of the above named municipal corporation, CITY OF MILWAUKEE, known to me to be the same persons who executed the foregoing instrument and known to me to be such Mayor of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer, as the deed of said municipal corporation by its authority.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN )

)ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, \_\_\_\_\_, \_\_\_\_\_ City Clerk, of the above named municipal corporation, CITY OF MILWAUKEE, to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ City Clerk of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer, as the deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF WISCONSIN )

)ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, \_\_\_\_\_, \_\_\_\_\_ City Comptroller, of the above named municipal corporation, CITY OF MILWAUKEE, to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ City Comptroller of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer, as the deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public

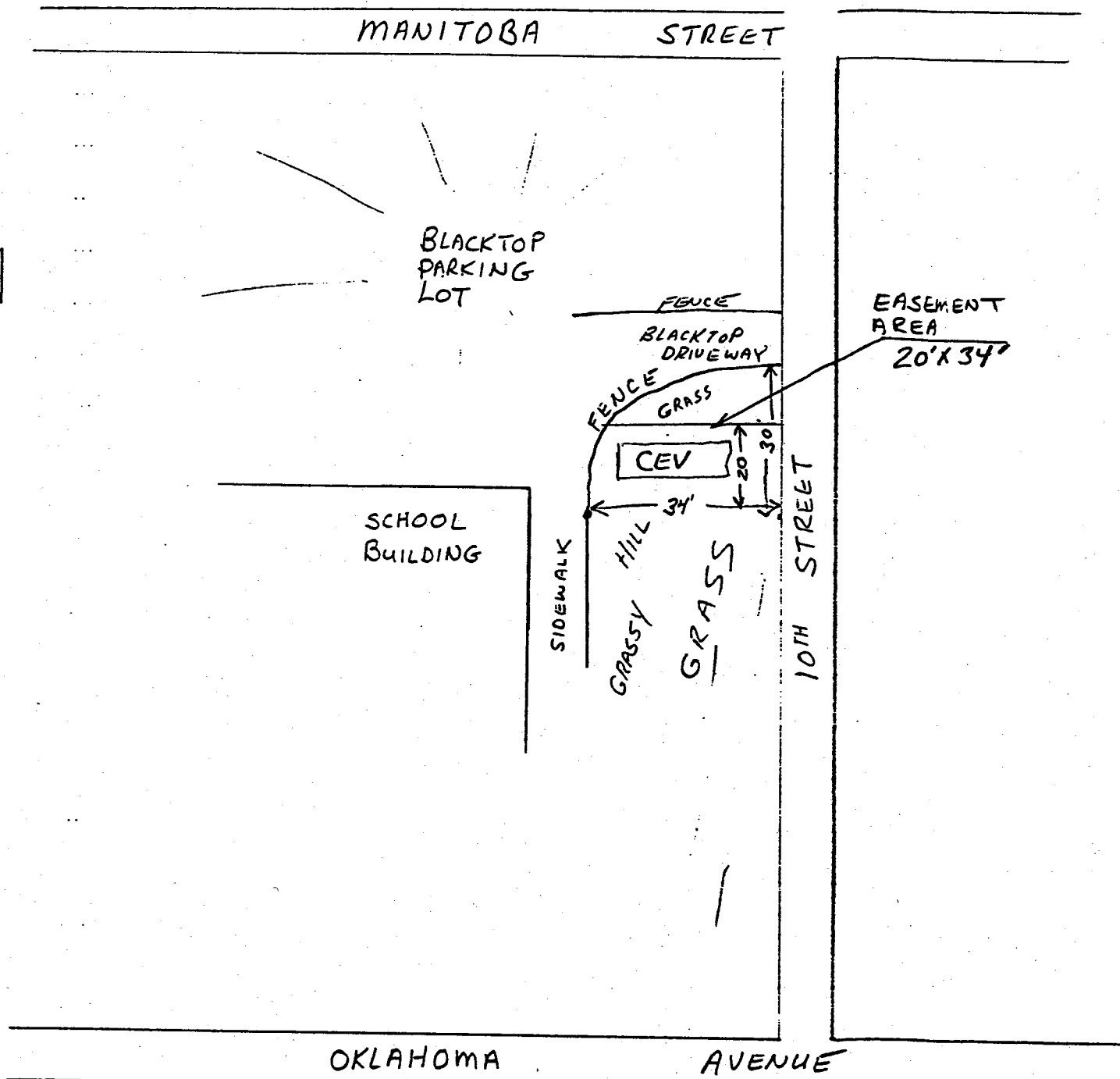
My commission expires \_\_\_\_\_

The Ameritech Legal Department, 30 S. Wacker Drive, Chicago, IL 60606, drafted this document  
Insertions by: M. Ronald Ahrens

EXHIBIT "A"

Attached to and made part of this document

Dated this \_\_\_ Day of \_\_\_, 2000



NOT TO SCALE