

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, Lots 1-3, inclusive, Block 6, Rosedale Park, and adjacent lands (5701 West McKinley Road, Tax Key No. 368-0746-110-3), being part of the Southwest ¼ of Section 23, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, 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 B (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 B 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 right 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 obligations 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.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__, the above-named Ronald D. Leonhardt, to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__, the above-named W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____

Approved as to Contents _____
SUPERINTENDENT, MILWAUKEE WATER WORKS
Date:

Approved as to Form and Execution _____
ASSISTANT CITY ATTORNEY
Date:

EXHIBIT "A"

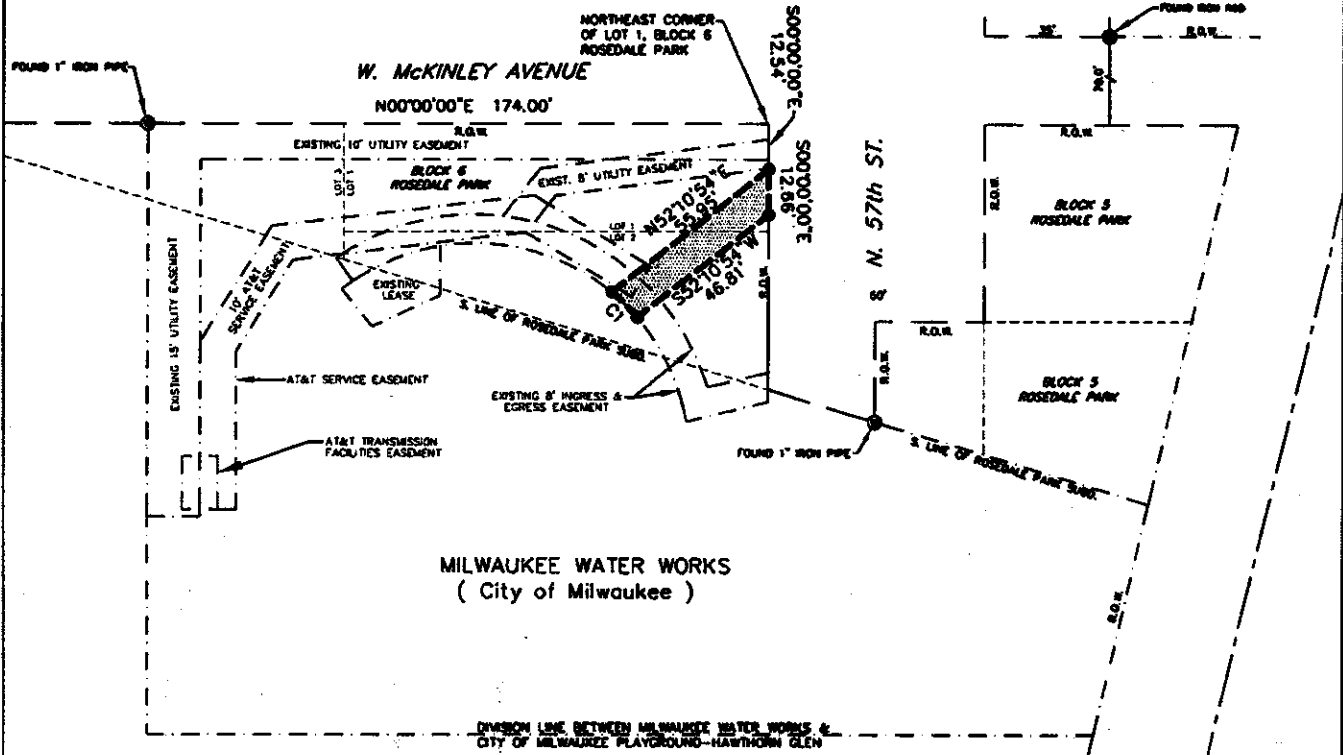
the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Part of the Southwest One-quarter ($25\frac{1}{4}$) of Section Twenty-three (23), Town Seven (7) North, Range Twenty-one (21) East in the City of Milwaukee, Wisconsin, bounded and described as follows, to-wit:

Beginning at a stone placed at the southwest corner of said section twenty-three (23) running thence North on the West line of said section Six Hundred Sixty-three and Ninety-six Hundredths (663.96) feet to a point; thence South Seventy-three degrees, ten minutes ($73^{\circ} 10'$) East Ten Hundred Fifty and Fifty-seven Hundredths (1050.57) feet to the center of a road running northerly to the Wauwatosa Plank Road; thence South Thirteen degrees, eighteen minutes ($13^{\circ} 18'$) West, three hundred Seventy-six and Forty Hundredths (376.40) feet along the center of said road to the South line of said Section Twenty-three (23); thence North Nine degrees and Thirty-one minutes ($9^{\circ} 31'$) West, Nine Hundred Nineteen and Twenty-four Hundredths (919.24) feet to the place of beginning, containing eleven and five Hundred Thirty-two Thousandths (11.532) acres, according to the description and survey of the city engineer of the City of Milwaukee.

EXHIBIT "B" FOR EASEMENT

LOCATED IN PART LOTS 1 AND 2, BLOCK 6 OF ROSEDALE PARK, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



CURVE TABLE

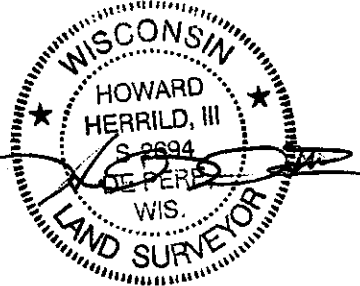
CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA
C1	N45°41'41"W	10.10	60.00	10.11	9°38'49"

LEGEND

- SET 3/8"x10" SPIKE



HAWTHORN GLEN PLAYGROUND
(City of Milwaukee)



1700 Industrial Drive
Green Bay, WI 54302
920.465.8018

revised: DECEMBER 2, 2010
NOVEMBER 22, 2010

EXHIBIT "B" DESCRIPTION

LOCATED IN PART LOTS 1 AND 2, BLOCK 6 OF ROSEDALE PARK, CITY
OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

Easement Area is Described as:

Located in part of Lots 1 and 2, Block 6 of Rosedale Park, City
of Milwaukee, Milwaukee County, Wisconsin.

Commencing at the Northeast corner of Lot 1, Block 6 of
Rosedale Park; thence, on an assumed bearing along the west
right-of-way line of North 57th Street, South 00 degrees 00
minutes 00 seconds East a distance of 12.54 feet to the point of
beginning; thence, continuing along said west line, South 00
degrees 00 minutes 00 seconds East a distance of 12.66 feet;
thence South 52 degrees 10 minutes 54 seconds West a
distance of 46.81 feet; thence, along the arc of a curve to the
left a distance of 10.11 feet; said curve having a radius of 60.00
feet and a chord that bears North 45 degrees 41 minutes 41
seconds West a distance of 10.10 feet; thence North 52 degrees
10 minutes 54 seconds East a distance of 55.95 feet to the
point of beginning.

