

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **3320621**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE, 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**, 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 the west twenty (20) feet of grantor's land, being a part of the **Southwest ¼ of Section 7, Township 6 North, Range 22 East**, bounded and described as follows: Commencing at the southwest corner of said ¼ Section, running thence due North along the west line of said ¼ Section, 486.07 feet to a point; thence South 89° 02' 40" East, 76.69 feet to a point in the east line of South 27th Street, said point being the point of beginning of the land to be described; thence North 02° 50' 30" West along said east line of South 27th Street, 330.73 feet to a point; thence South 89° 02' 40" East along a line which is parallel with and 816 feet North of, as measured normal to, the south line of said ¼ Section, 132.54 feet to a point; thence South 38° 02' East 68.62 feet to a point of curve; thence Southeasterly, 221.67 feet along the arc of said curve which has a radius of 535.00 feet with its center to the northeast and having a central angle of 23° 44' 25" and whose chord bears South 49° 00' 39" East, 220.09 feet to a point; thence South 29° 07' 09" West 153.24 feet to a point; thence North 89° 02' 40" West along a line which is parallel with and 486.00 feet North of, as measured normal to, the south line of said ¼ Section, 250.00 feet to the point of beginning.

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.

Address: 3006 S. 27th Street

1. **Purpose:** The purpose of this easement is to 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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

5099988113
(Parcel Identification Number)

- 6. 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.
- 7. Notices:** All notices to be given to either party under this agreement shall preferably be in writing and shall be given either by personal delivery, by postage prepaid U.S. Mail, by facsimile or by e-mail to the respective recipients set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt thereof or upon delivery refusal thereof; providing, however, that notices sent by e-mail or facsimile must be sent during the hours between 8:30 A.M. and 4:30 P.M. on days that City of Milwaukee, Department of Public works offices are open for business. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.
- A. Facilities Manager
Milwaukee Police Department
749 West State Street, Room B014
Milwaukee, WI 53233
Telephone (414) 935-7494
- B. To We Energies:
ROW Agent – Don Sklenar
500 South 116th Street -WAOC
West Allis, WI 53214
Telephone (414) 944-5659
- 8. Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
- 9. Indemnification:** It is understood that during the time grantee's facilities are located on the land of grantor pursuant to this grant, 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 facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of grantor, its employees, agents and invitees.
- 10. 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.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and James R. Owczarski, its City Clerk and countersigned by Martin Matson, Comptroller, at Milwaukee, Wisconsin.

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James R. Owczarski City Clerk

By: _____
Martin Matson, City Comptroller

Signatures of Tom Barrett, James R. Owczarski and Martin Matson authenticated this ____ day of _____, 2013.

Jeremy R. McKenzie, Assistant City Attorney

GRANTEE: WISCONSIN ELECTRIC POWER COMPANY

By: _____
James T. Raabe, Manager of Property Management

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, James T. Raabe, Manager of Property Management, of the above named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as such Manager of Property Management, as the deed of said corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Don Sklenar on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

KEY

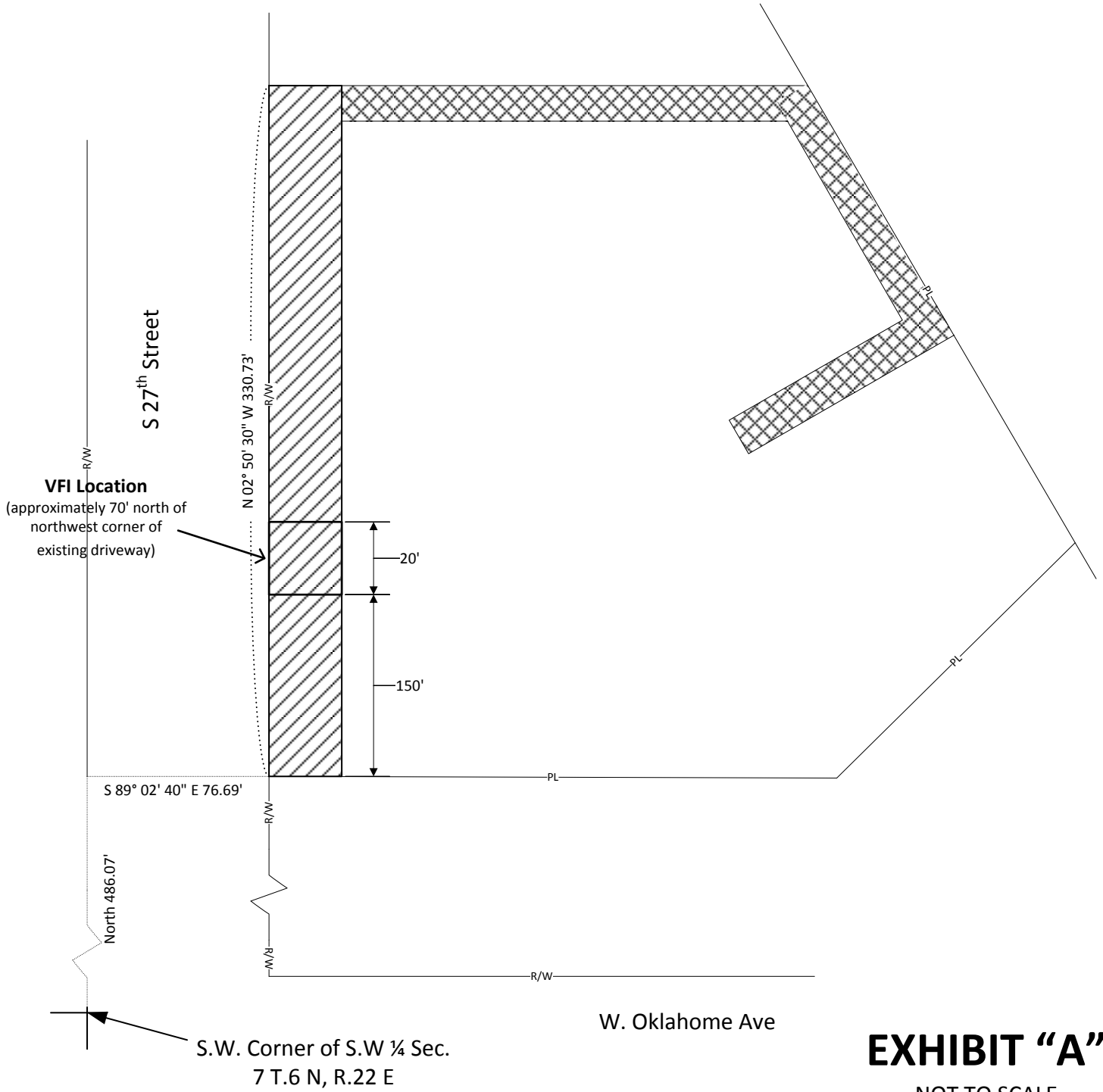
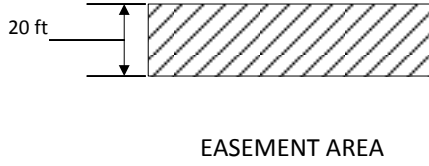
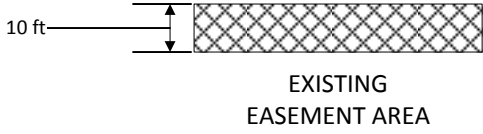


EXHIBIT "A"

NOT TO SCALE

<p>IDO</p> <p>3320621</p>	<p>Milwaukee Police Department, 6th District Station SW 1/4 of Section 7 Township 6 North, Range 22 East City of Milwaukee Milwaukee County State of Wisconsin</p>	<p>DRAWN BY</p> <p>Don Sklenar</p>
<p>REVISIONS</p>		<p>DATE</p> <p>9/5/13</p>