

Document Number

**WISCONSIN ELECTRIC
DISTRIBUTION EASEMENT
UNDERGROUND**

IDO NO. 385008-2A

For good and valuable consideration which the **CITY OF MILWAUKEE**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area."

The easement area is described as: strips of land, of various widths, being parts of **LOTS 12, 13, 14 and 15, in BLOCK 141, and vacated Menomonee Street and vacated North 7th Street adjoining said Lots**, being part of grantor's land consisting of parts of Lots 5, 6 and 7, in Block 151, and Lots 12, 13, 14 and 15, in Block 141, part of vacated Menomonee Street and vacated North 7th Street, all in the **Partition of East Half of the Southwest Quarter** of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin; said land being more particularly described in that certain **Warranty Deed** recorded in the office of the Register of deeds for Milwaukee County on March 13, 2001, as **Document No. 8034916**.

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A440
PO BOX 2046
MILWAUKEE, WI 53201-2046

361-1617-002-1
(Parcel Identification Number)

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A," and made a part of this document.

- 1. Purpose:** The purpose of this easement is to install, operate, maintain and replace underground utility facilities, including manholes, conduit and cables, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by grantee, all to transmit electric energy and signals. 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 the grantor's land for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it. Ordinary landscaping and paving for parking lot or driveway purposes shall not be considered a violation of this building restriction.
- 4. Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 12 inches without the written consent of grantee, which consent shall not be unreasonably delayed or withheld by grantee. Ordinary landscaping and paving for parking lot or driveway purposes shall not be considered a violation of this elevation change restriction unless their installation results in an elevation change of more than 18 inches.
- 5. Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply or 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 some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Future Electric Service Availability:** Secondary electric service for ordinary commercial development of grantor's land shall be made available to grantor by grantee and grantee shall provide the appropriate transformer necessary for such electric service at no cost to grantor.

8. **Future Street Right-of-Way:** It is understood and agreed by grantor and grantee that the portion of the easement area identified on attached Exhibit "A" as lying east of the "new west ROW line for 6th Street viaduct" will at sometime in the future be designated as street right-of-way, at which time grantor will issue a street right-of-way permit which will allow continued occupation of said area by grantee's facilities as described herein; said street right-of-way permit shall replace that portion of this easement which will then be within street right-of-way.

9. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

**Grantor: CITY OF MILWAUKEE,
a municipal corporation**

By: _____
_____, Mayor

By: _____
_____, City Clerk

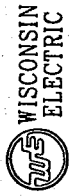
ATTEST: By: _____
_____, Deputy City Comptroller

Acknowledged before me in _____ County, Wisconsin, on _____, 2002,
by _____, the Mayor,
and by _____, the City Clerk,
and attested by _____, the Deputy City Comptroller,
of the CITY OF MILWAUKEE, for the municipal corporation, by its authority, and pursuant
to Resolution File No. _____ adopted by its Common Council on _____, 2002.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin
My commission expires _____

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PREP BY MIKE MLINAR
DATE 01-09-2002

EXHIBIT "A" IDO # 385008-2A

SW1/4, SEC29, T7N, R22E

