

## AMERITECH EXCLUSIVE EASEMENT

DOCUMENT NUMBER

R/W 2002-217

For a valuable consideration of the agreed amount paid to Milwaukee Board of School directors, (MBSD) receipt of which is hereby acknowledged, the undersigned City of Milwaukee, a municipal corporation as holder and trust for the MBSD of the fee title in the property described below(Grantor) hereby grants and conveys to Wisconsin Bell, Inc. 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, equipment cabinets or enclosures and support posts or pads, manholes, underground vaults, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, conduit, ducts, and handholes and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the 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:**

Ameritech  
Denise A. Waite  
N17 W24300 Riverwood Dr  
Waukesha, Wi 53188

**PARCEL NUMBER (PIN) 391-0230-100 and  
391-0231-0232 and 391-0233-9**

The Property is legally described as: The East 50 feet of the West 55 feet of Lots 1 and 2 lying South of a line commencing 15.02 feet South of the Northeast corner of Lot 1, running Southwesterly to a point in the East line of the West 5 feet which is 32.61 feet South of the North line of Lot 1, in Block 195 in the Subdivision of the North 30 acres of the West 1/2 of the Northwest 1/4 and North 14 acres of the West 24 acres of the South 50 acres of the West 1/2 of the Northwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee. (Tax Key No. 391-0230-100) **Recorded in Milwaukee County Register of Deeds in Document number 5380476 reel 1275 Image 906.**

**ALSO:** The east 45.98 feet of the west 95.98 feet of Lot 2 and the North 15 feet of the East 80 feet of Lot 2, in Block 195, and also the east 125.98 feet of Lot 1 in Block 195 in Survey and Subdivision into City lots of the North 30 acres of the West 1/2 of the Northwest 1/4 and the North 14 acres of the West 24 of the South 50 acres of the West 1/2 of Northwest 1/4 of Section 29, Township 7 North, Range 22 East in the City of Milwaukee except that part lying north of the following described line:

Commencing at a point in the east line of Lot 1 in said Block 195 which is 15.02 feet South 0°09'29" West of the Northeast corner of said Lot 1; running thence South 84°16'14" West, 176.77 feet to a point in the east line of the West 5 feet of said Lot 1 which is 32.61 feet South 0°05'15" West of the northeast corner of the west 5.00 feet of said Lot 1. (Tax Key No. 391-0231-0232) **Recorded in the Milwaukee Register of Deeds in Document number 5065771 Reel 984 Image 1401; Document number 5065772 Reel 984 Image 1402; Document number 5065773 Reel 984 Image 1403.**

**ALSO:** The South 35 feet of the East 80 feet of Lot 2, in Block 195 in subdivision of the North 30 acres of the West 1/2 of the North West 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin. (Tax Key No. 391-0233-9) **Recorded in the Milwaukee County Register of Deeds in Document number 6386943 Reel 2456 Image 1665.**

The Easement Area is legally described as: See Attached Exhibit A attached hereto and made a part hereof.

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, employee, 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 \_\_\_\_\_, 2002.

City of Milwaukee, a Wisconsin municipal corporation

GRANTOR:

GRANTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed )

\_\_\_\_\_  
(Printed)

**ACKNOWLEDGMENT**

State of Wisconsin )  
 )  
County of )

I, \_\_\_\_\_, being a notary public in and for the state and county aforesaid, do hereby certify that

\_\_\_\_\_ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

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

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

State of Wisconsin )  
 )  
County of )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_, 2002, \_\_\_\_\_, 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 )  
 )  
County of )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_, 2002, \_\_\_\_\_, 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

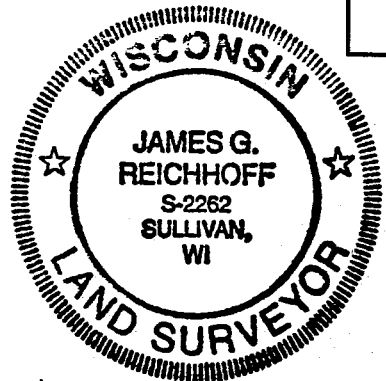
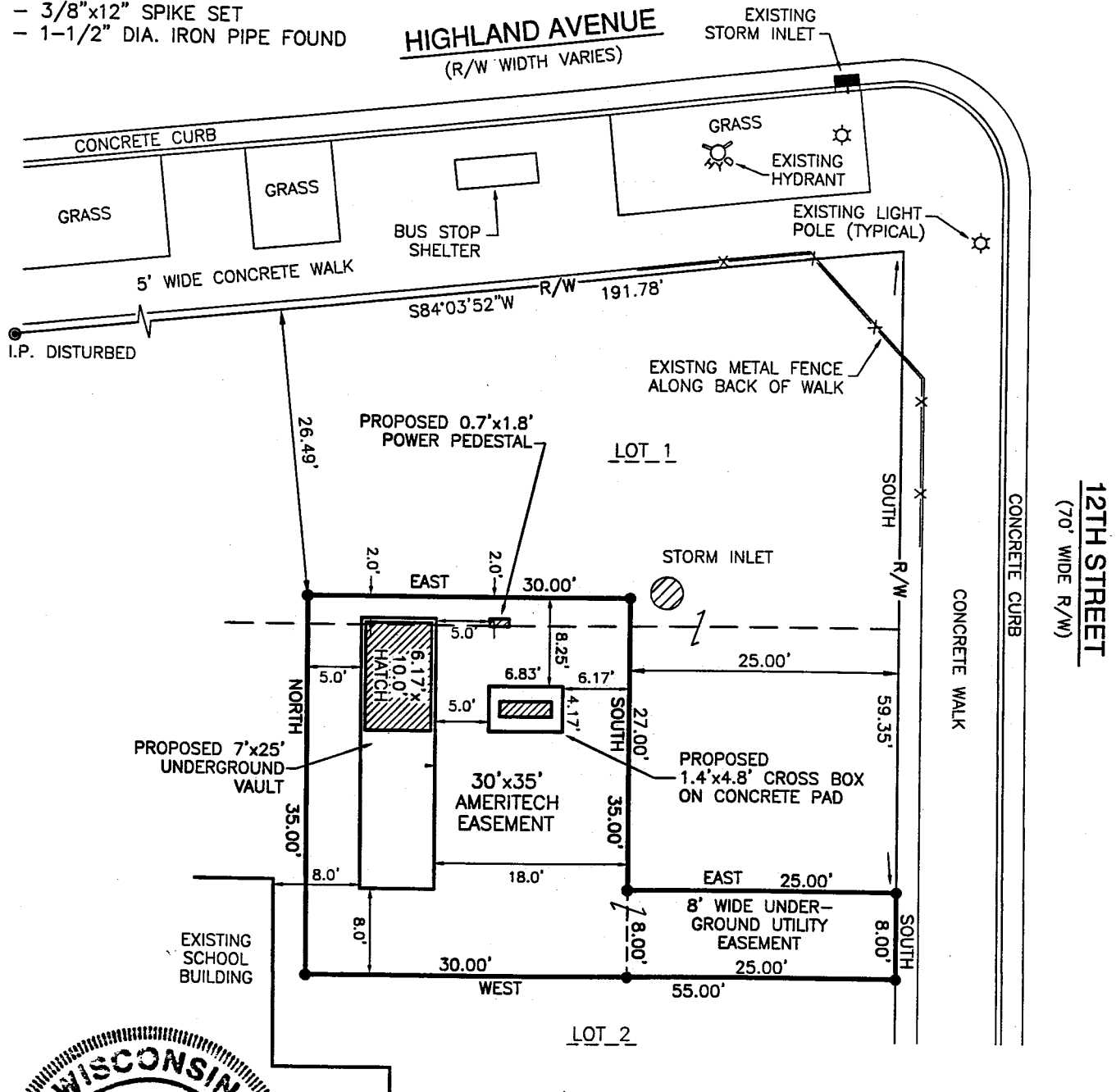
My Commission expires: \_\_\_\_\_

# EXHIBIT FOR AMERITECH EASEMENT

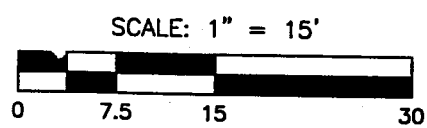
BEING A PART OF LOTS 1 AND 2 OF BLOCK 195 OF THE SUBDIVISION OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND NORTH 14 ACRES OF THE WEST 24 ACRES OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, T.7N., R.22E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

## LEGEND

- - 3/8"x12" SPIKE SET
- - 1-1/2" DIA. IRON PIPE FOUND



*James G. Reichhoff*  
 OCTOBER 25, 2002



NOTE: SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION.

11-A  
**EXHIBIT FOR AMERITECH EASEMENT**

BEING A PART OF LOTS 1 AND 2 OF BLOCK 195 OF THE SUBDIVISION OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND NORTH 14 ACRES OF THE WEST 24 ACRES OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, T.7N., R.22E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

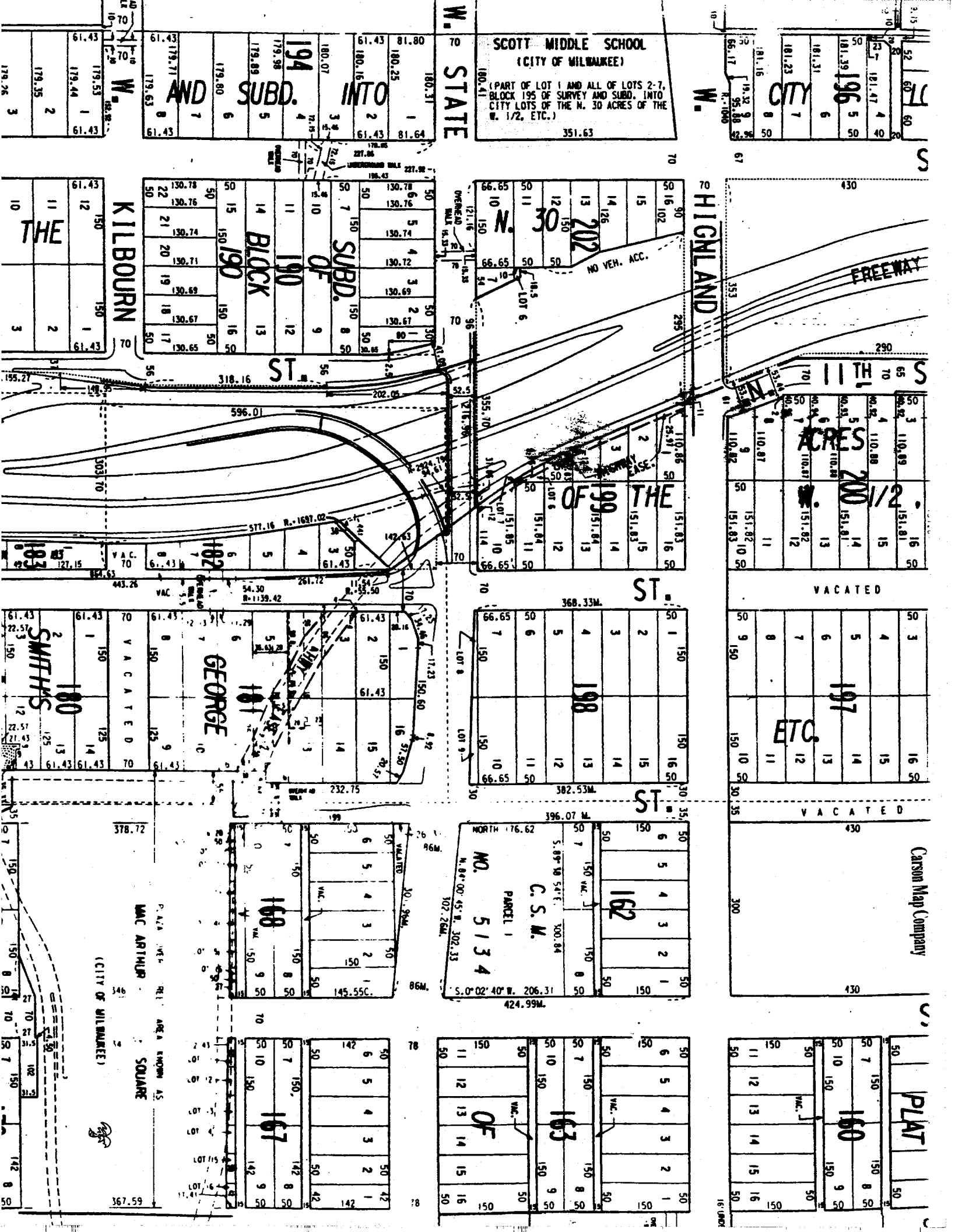
**Legal Description of Ameritech Easement:**

Being a part of Lots 1 and 2 of Block 195 of the Subdivision of the North 30 acres of the West 1/2 of the Northwest 1/4 and North 14 acres of the West 24 acres of the South 50 acres of the West 1/2 of the Northwest 1/4 of Section 29, T.7N., R.22E., City of Milwaukee, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the intersection of the southerly right-of-way line of Highland Avenue and the westerly right-of-way line of 12th Street; thence South along said westerly right-of-way line, 59.35 feet to the point of beginning of the hereinafter described easement; thence continuing South along said westerly right-of-way line, 8.00 feet to a point; thence West, 55.00 feet to a point; thence North, 35.00 feet to a point; thence East, 30.00 feet to a point; thence South, 27.00 feet to a point; thence East, 25.00 feet to the place of beginning.



*James G. Reichhoff*  
OCTOBER 25, 2002 DD



**SCOTT MIDDLE SCHOOL**  
 (CITY OF MILWAUKEE)  
 (PART OF LOT 1 AND ALL OF LOTS 2-7,  
 BLOCK 195 OF SURVEY AND SUBD. INTO  
 CITY LOTS OF THE N. 30 ACRES OF THE  
 N. 1/2, ETC.)  
 351.63

**194 AND SUBD. INTO**

**CITY 196**

**KILBURN ST.**  
**THE**

**N. 30**  
**202**  
 NO VEH. ACC.

**HIGHLAND**  
**11TH ST.**  
**ACRES 200 1/2**

**182**  
 VAC.

**ST.**  
**199**  
**THE**

**197**  
 ETC.

**GEORGE**  
**SMITHS**  
**180**

**ST.**  
**198**

**VACATED**

**168**  
**MAC ARTHUR SQUARE**  
 (CITY OF MILWAUKEE)

**ST.**  
**162**  
**C.S.M.**  
**NO. 5134**

**VACATED**

**167**

**ST.**  
**163**  
**OF**

**PLAT**  
**160**

Carson Map Company

PLAT