

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4231682** IO NO. **5442**

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 a strip of land twelve (12) feet in width being part of Grantor's land located in Rogers' Subdivision in the **Southeast ¼ of Section 30, Township 7 North, Range 22 East**, City of Milwaukee, Milwaukee County, Wisconsin; said premises being more particularly described in that certain **Quit Claim Deed** as recorded in the office of the Register of Deeds in Milwaukee County on **April 13, 1992**, as **Document No. 6594956**.

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: 1313 W. Mount Vernon Ave

1. **Purpose:** The purpose of this easement is to construct, 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.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime 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.

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

398-0903-100
(Parcel Identification Number)

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. To City of Milwaukee

Commissioner Department of Public Works, City of Milwaukee
841 N. Broadway, Room 516
Milwaukee, WI 53202

Telephone (414) 286-3301
Facsimile (414) 286-3953

B. To We Energies

ROW Agent – Bobby Anderson
500 S. 116th Street
West Allis, WI 53214

Telephone (414) 940-9258

- 8. Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
- 9. 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.
- 10. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor’s rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
- 11. Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee’s exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and Jim Owczarski, its City Clerk and countersigned by Martin Matson,

Comptroller, at Milwaukee, Wisconsin and its corporate seal to be affixed.

Signed and sealed in presence of:

CITY OF MILWAUKEE

_____ By: _____
Tom Barrett, Mayor

_____ By: _____
Jim Owczarski, City Clerk

_____ By: _____
Martin Matson, City Comptroller

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20___, Tom Barrett, Mayor of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20___, the above-named _____, 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 Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20___, the above-named _____, 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 Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

GRANTEE: WISCONSIN ELECTRIC POWER COMPANY

By: _____
Dawn Neuy, Manager of Real Estate Services

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, Dawn Neuy, Manager of Real Estate Services, 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 _____