

8-16-02

we energies



7301 W. Calumet Rd.
Milwaukee, WI 53223
www.we-energies.com

Dear Mr. Leonhardt:

Enclosed is an easement form (in duplicate) which, when properly executed, will grant certain easement rights on your property located at:

5215 W. Vliet St

This easement is necessary so that WEPCo and _____ can:

provide electric service (as requested) to new cell tower site on C/M.L.W property

Please note that:

1. The easement must be signed as indicated.
2. The signatures must be notarized.
3. Only one copy needs to be returned to me. Duplicate is for your records.
4. A return envelope is enclosed for your convenience.
5. Please note that the rules of the Public Service Commission of Wisconsin allow the grantor of an electric utility easement a minimum of 5 days to consider the easement before signing. You may waive this requirement if you prefer to avoid such delay.

Please indicate whether or not you are aware of any underground obstructions in the area of our proposed construction work as shown on the enclosed detailed sketch. You may keep the sketch for your records.

____ NO OBSTRUCTIONS, to my knowledge

____ YES, THERE ARE THESE OBSTRUCTIONS: _____

Please call me at (414) 362-5144 if you have any questions or concerns about this work. Thank you for your time and consideration in this matter.

Ken Freitag
Right of Way Agent

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

IDO NO. 415018-1A

For good and valuable consideration which the **CITY OF MILWAUKEE, a municipal corporation**, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation d/b/a We Energies**, 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, 12 feet in width, being part of grantor's land, being part of the Southwest $\frac{1}{4}$ of Section 23, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

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.

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

367-9985-110-X and 368-9977-000-X
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, an electric pad-mounted transformer, concrete slab, protective barrier posts, 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. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.

Also the right to construct, erect, install, operate, maintain and replace one (1) pole, together with the necessary riser equipment, wires, cables, anchors, guy wires and other appliances necessary and usual in the conduct of its business, all for the aforesaid purposes, in the above described 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.
- 4. Elevation:** The grantor agrees that the elevation of the existing ground surface 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 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 to the initial installation of grantee's facilities 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. Removal of Facilities: It is understood that grantee's facilities shall be removed without cost to grantor and the easement rights contained herein terminated at such time as said facilities are no longer required or used by grantee.

8. 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.

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

COUNTERSIGNED:

By _____

JOHN O. NORQUIST, MAYOR

DEPUTY CITY COMPTROLLER

By _____

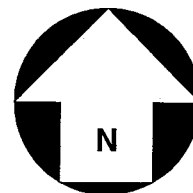
RONALD D. LEONHARDT, CITY CLERK

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2002,
by John O. Norquist, the Mayor, and Ronald D. Leonhardt, the City Clerk, and _____,
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)

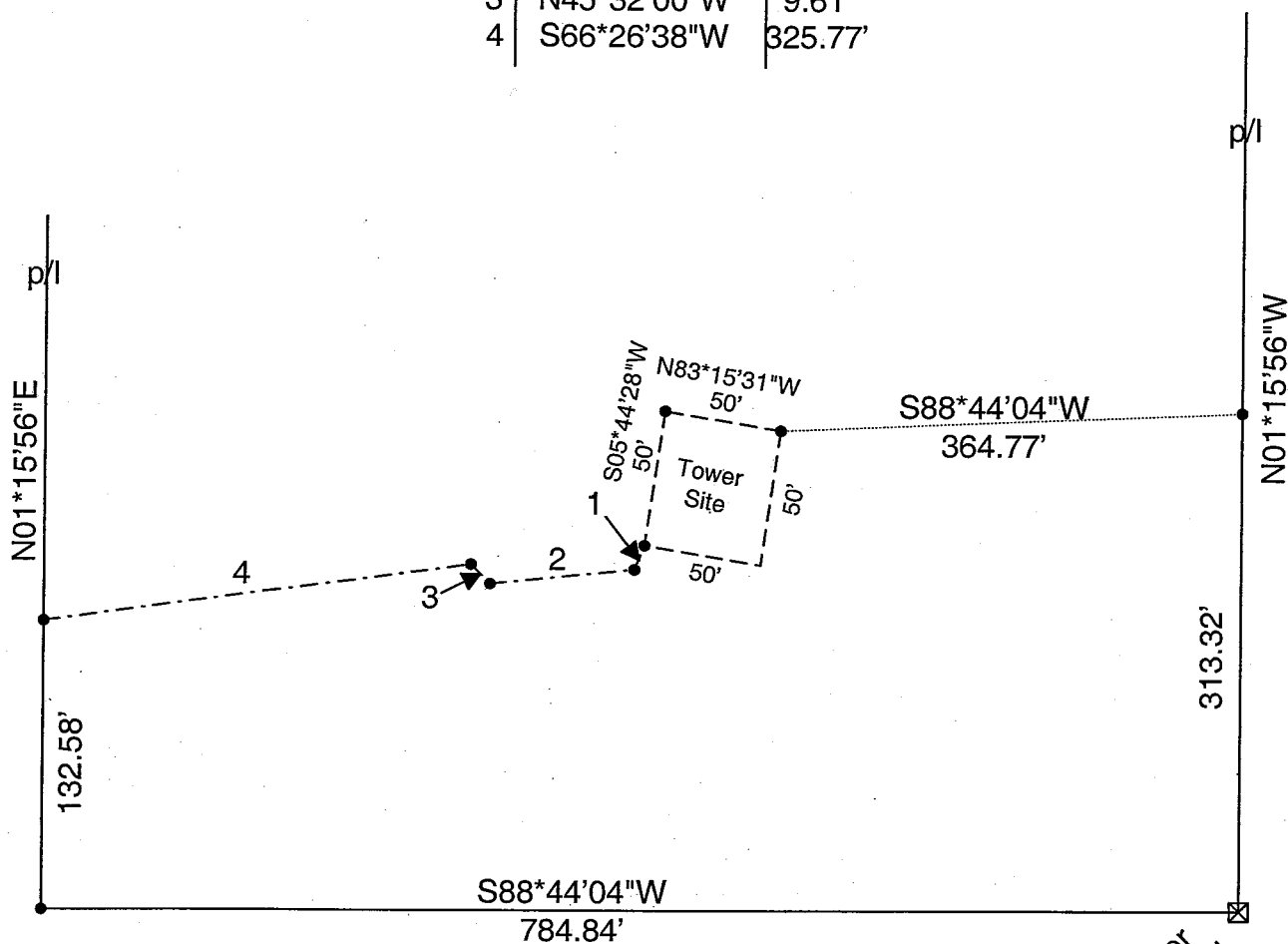
Notary Public, State of Wisconsin

My commission expires _____



Easement Data

#	Bearing	Dist
1	S09°27'00"W	7.70'
2	S67°28'14"W	43.48'
3	N45°32'00"W	9.61'
4	S66°26'38"W	325.77'



KEY

 CENTERLINE OF
 12' EASEMENT

S 1/4 Corner
 Section 23-7-21

EXHIBIT "A"
 NOT TO SCALE

IDO 415018-1A
REVISIONS

We Energies Easement
 part of the SW 1/4 of Section 23,
 T.7N,,R.21E, City of Milwaukee,
 Milwaukee County, Wisconsin.

DRAWN BY w35980
DATE June 10, 2002