

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

WR NO. 186295

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**, a Wisconsin corporation d/b/a We Energies and Wisconsin Bell Inc., d/b/a SBC Wisconsin, a Wisconsin Corporation, 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 varying in width being part of **Lots 1-3, inclusive, Block 6, Rosedale Park** and adjacent lands being part of the Southwest ¼ of Section 23, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, 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. The easement area is a part of Tax Key No. 368-0746-110-3 and located at 5701 W. McKinley Avenue in the City of Milwaukee.

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

368-0746-110-3
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to install, maintain and replace overhead and underground utility facilities, including conduit and cables, electric pad-mounted transformers and switch-fuse units, together with concrete pads, poles, wires and 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.
- 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. Grantee shall provide grantor a minimum of 10 days advance written notice prior to commencing any installation, repairs, maintenance or other activities within the easement area; however, in the event of the need for immediate action by grantee to prevent damage or harm to persons or property or in the event of an emergency, no such advance notice shall be required.
- 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 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. 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. To City of Milwaukee:

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

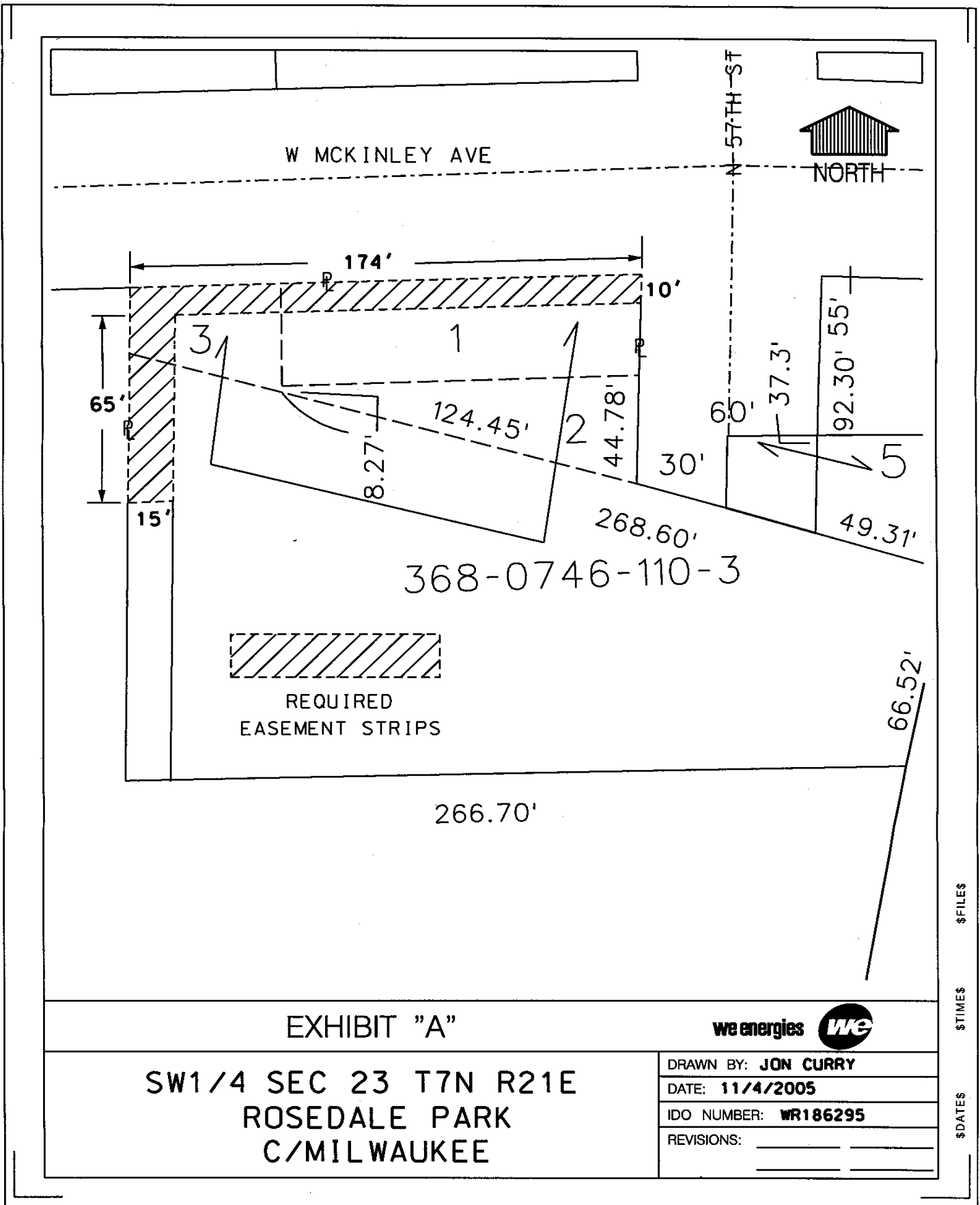
Telephone (414) 286-3301
Facsimile (414) 286-3953

B. To We Energies:

ROW Agent – Dawn Neuy
7301 W. Calumet Road
Milwaukee, WI 53223

Telephone (414) 362-5148
Facsimile (414) 362-5175
E-Mail dawn.neuy@we-energies.com

- 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. Recording:** This document shall be recorded in the Milwaukee County Register of Deeds' office by the grantee, at its expense. Two copies of the recorded document shall be returned to the City of Milwaukee Commissioner of Public Works who will, in turn, forward a copy to the Milwaukee Water Works for their records.
- 11.** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



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

GRANTOR: CITY OF MILWAUKEE

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Tom Barrett, its Mayor and Ronald D. Leonhardt, its City Clerk and countersigned by W. Martin Morics, 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: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
W. Martin Morics, 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, State of Wisconsin
My Commission Expires_____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__, the above-named Ronald D. Leonhardt, 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, State of Wisconsin
My Commission Expires_____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__, the above-named W. Martin Morics, 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, State of Wisconsin

My Commission Expires_____

Approved as to Contents _____

SUPERINTENDENT, MILWAUKEE WATER WORKS

Date:

Approved as to Form and _____
Execution

ASSISTANT CITY ATTORNEY

Date:

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 _____, 2006, 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 _____

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