

Document Number

**DISTRIBUTION EASEMENT  
UNDERGROUND JOINT**

WR NO. 2705927

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 a strip of land being a part of grantor's premises located in the Northwest ¼ of the Northwest ¼ of Section 14 and the Northeast ¼ of the Northeast ¼ of Section 15, all in Town 7 North, Range 22 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. 317-9999-000 and located at 3000 N. Lincoln Memorial Drive 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

317-9999-000  
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, including 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, 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:

Property Rights and Information  
231 W. Michigan Street, Rm A252  
PO BOX 2046  
Milwaukee, WI 53201

Telephone (414) 221-2710  
Facsimile (414) 221-2713

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.



Approved as to Contents

\_\_\_\_\_  
SUPERINTENDENT, MILWAUKEE WATER WORKS

Date:

Approved as to Form and

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

Execution

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 \_\_\_\_\_, 2009, 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

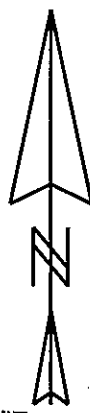
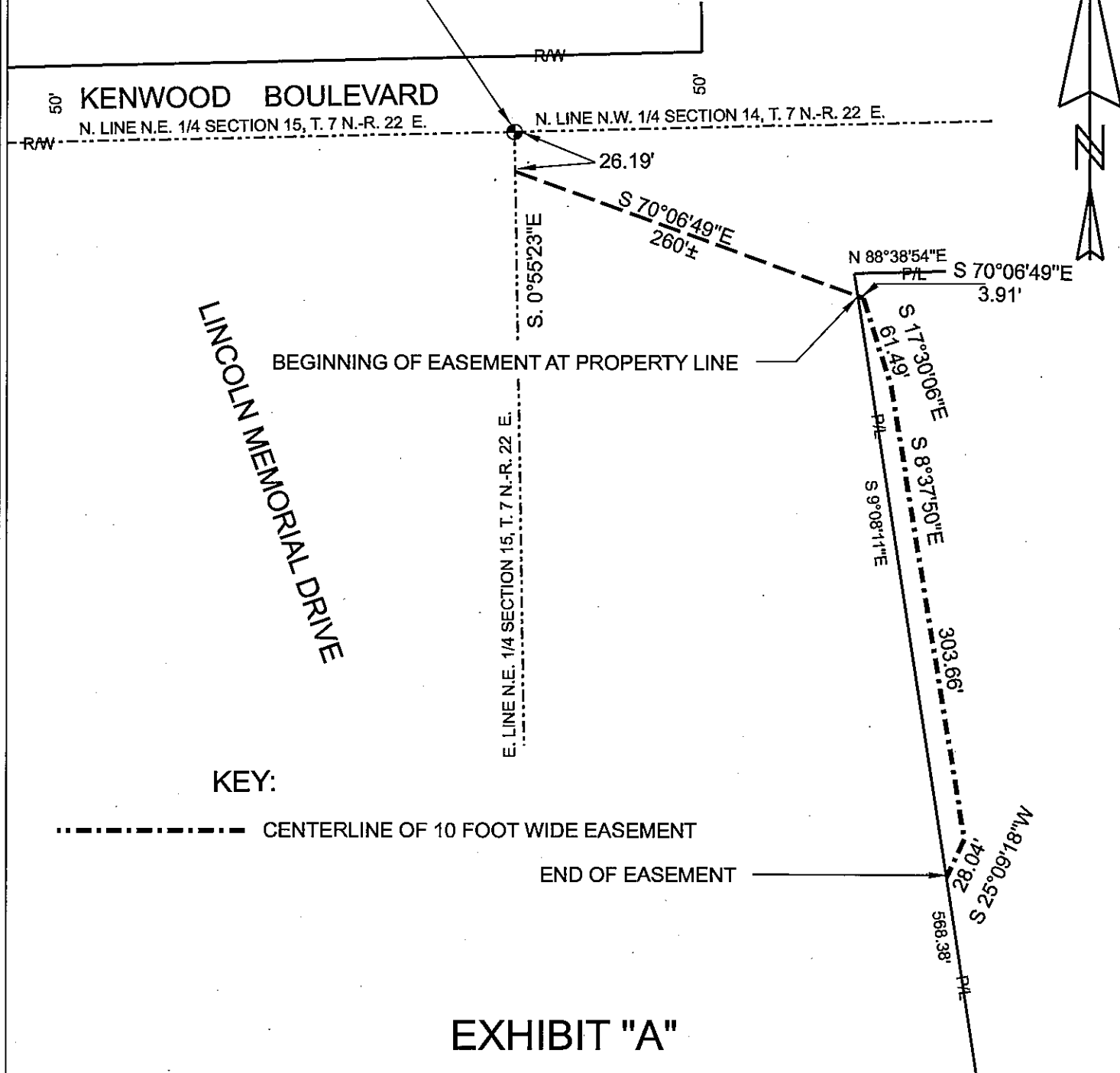
\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires \_\_\_\_\_

LAKE PARK ADDITION

N.E. COR. N.E. 1/4  
SECTION 15, T. 7 N.-R. 22 E.



LINCOLN MEMORIAL DRIVE

BEGINNING OF EASEMENT AT PROPERTY LINE

E. LINE N.E. 1/4 SECTION 15, T. 7 N.-R. 22 E.

KEY:

----- CENTERLINE OF 10 FOOT WIDE EASEMENT

END OF EASEMENT

EXHIBIT "A"

|                                                  |                                                                                                                                                   |                                                                                                          |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p>REVISIONS</p>                                 | <p>We Energies</p>                                                                                                                                | <p>DRAWN BY: D.R. PATCHETT</p>                                                                           |
| <p>SEPTEMBER 23, 2009<br/>SEPTEMBER 25, 2009</p> | <p>BEING A PART OF<br/>THE N.W. 1/4 OF THE N.W. 1/4 OF<br/>SECTION 14, T. 7 N.-R. 22 E.<br/>CITY OF MILWAUKEE<br/>MILWAUKEE COUNTY, WISCONSIN</p> | <p>CHECKED BY:<br/>APPROVED BY:<br/>SCALE: 1" = 100'<br/>DATE: SEPTEMBER 2, 2009<br/>IDO #: 2705926A</p> |