

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 3150794-south portion

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE**, a Wisconsin municipal corporation, acting upon request of the Board of School Directors of the Milwaukee Public Schools under Wis. Stat. § 119.60(2), **located at Milwaukee, Wisconsin**, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land ten (10) feet in width, being a part of Lots 6 through 33, inclusive, excluding the South 30 feet of Lots 16 to 23, inclusive, for street purposes, in the **North Milwaukee Improvement Co. Subdivision No. 1**, in the **Southeast ¼ of Section 2, Township 7 North, Range 21 East**, City of Milwaukee, Milwaukee County, Wisconsin.

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: 4920 West Capitol Drive

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

248-0284-220
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to 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 the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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 the initial installation of said facilities or 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 Milwaukee Public Schools Facilities & Maintenance Services 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 Public Schools:
Director, MPS Facilities & Maintenance Services - Gina M. Spang, P.E.
1124 North 11th Street
Milwaukee, WI 53205-0259
Telephone (414) 283-4781
Facsimile (414) 283-4682

B. To We Energies:
ROW Agent – Todd Miller
W140N9100 Lilly Rd.
Menomonee Falls, WI 53051
Telephone (262) 502-6848

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. **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.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officers at Milwaukee, Wisconsin as of _____, 2013.

CITY OF MILWAUKEE

acting upon request of the Board of School Directors of Milwaukee Public Schools under Wis. Stat. § 119.60(2)

By: _____
Tom Barrett, Mayor

Attest: _____
James R. Owczarski
City Clerk

By: _____
Michael Bonds, Phd.
President

By: _____
Gregory E. Thornton, Ed.D.
Superintendent of Schools

Comptroller Countersignature
(Milwaukee City Charter § 3-18-2)

By: _____
Martin Matson
City Comptroller

City Attorney's Office
(Milwaukee Code of Ordinances § 304-21)

Approved by: _____
Print Name: _____

Assistant City Attorney

Signatures of Tom Barrett, James R. Owczarski, Martin Matson, Michael Bonds, Ph.D., and Gregory E. Thornton, Ed. D. authenticated this ____ day of _____, 2013.

Jeremy R. McKenzie, Assistant City Attorney

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 _____, 2013, 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)

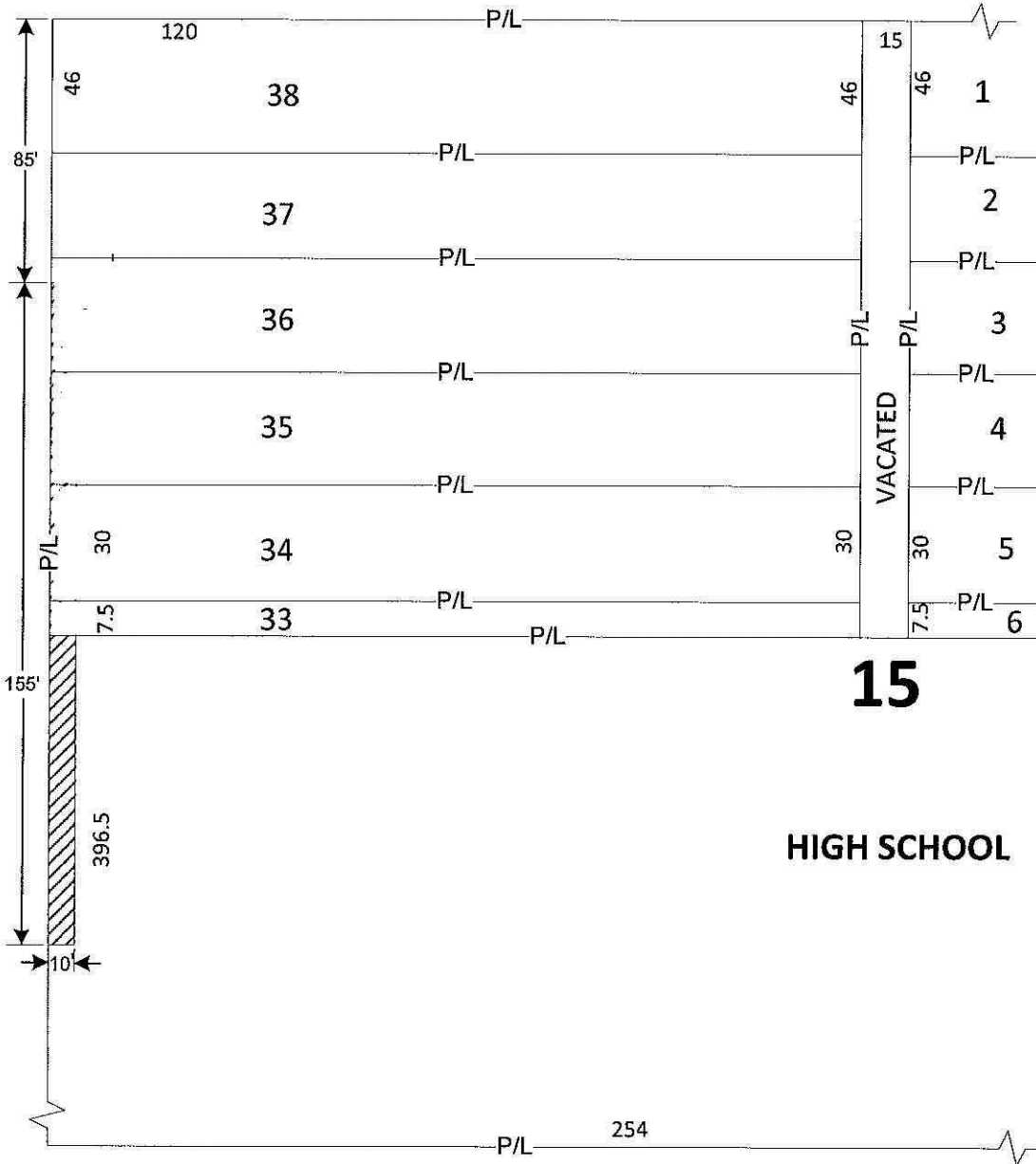
(NOTARY STAMP/SEAL)

My commission expires _____

W. Fiebrantz Ave.



N. 50th St.



KEY:



Proposed Easement Strip

W. Capitol Dr.

EXHIBIT "A"

NOT TO SCALE

IDO 3150794	A part of Lot 33 through 36, inclusive, and Lots 6 through 33, inclusive, excluding the South 30 feet of Lots 16 to 23, inclusive, for street purposes, in the North Milwaukee Improvement Co. Subdivision No. 1 , in the Southeast ¼ of Section 2, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.	DRAWN BY Mike Schroeder
REVISIONS		DATE 11/14/2011