

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

WR NO. 118239

For good and valuable consideration which the **MILWAUKEE BOARD OF SCHOOL DIRECTORS (MBSD) for Milwaukee Public Schools (MPS)**, 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, of various widths, being part of grantor's land, being part of **LOTS 8 and 9, in BLOCK 200, SURVEY AND SUBDIVISION INTO CITY LOTS OF THE NORTH 30 ACRES**, as recorded in the Milwaukee County Registry, being located in the Northwest ¼ of the Northwest ¼ of Section 29, Town 7 North, Range 22 East, in the 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. 391-0261-111-3.

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

Part of 391-0261-111-3
(Parcel Identification Number)

1124 N. 11th Street

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. **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. **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 MPS 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:

MPS Director of Facilities & Maintenance Services – Richard W. Moore. P.E.
1124 North 11th Street
Milwaukee WI 53233

Telephone (414) 283-4600
Facsimile (414) 283-4682
E-Mail moorerw@mail.milwaukee.k12.wi.us

B. To We Energies:

ROW Agent – Kenneth Freitag
600 South 116th Street
West Allis WI 53214

Telephone (414) 944-5586
Facsimile (414) 944-5552
E-Mail ken.freitag@we-energies.com

9. **Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
10. **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.
11. **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 Engineer who will, in turn, forward a copy to MPS for their records.

12. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor: MILWAUKEE BOARD OF SCHOOL DIRECTORS
For Milwaukee Public Schools

By 

RICHARD W. MOORE, DIRECTOR of FACILITIES & MAINTENANCE SERVICES

By _____

TOM BARRETT ,MAYOR

By _____

RONALD D. LEONHARDT ,CITY CLERK

Grantee: WISCONSIN ELECTRIC POWER COMPANY

BY _____

JAMES T. RAABE ,MANAGER OF PROPERTY MANAGEMENT

Acknowledged before me in Milwaukee County, Wisconsin, on May 16, 2005,
by Richard W. Moore, the MPS Director of Facilities & Maintenance Services, pursuant to his authority as granted by
the Milwaukee Board of School Directors (MBSD).

Pamela A. Heir

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires 8/26/2008.

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2005,
by Tom Barrett, the Mayor, and Ronald D. Leonhardt, the City Clerk, of the CITY OF MILWAUKEE, for the municipal
corporation, by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council
on _____, 2005.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

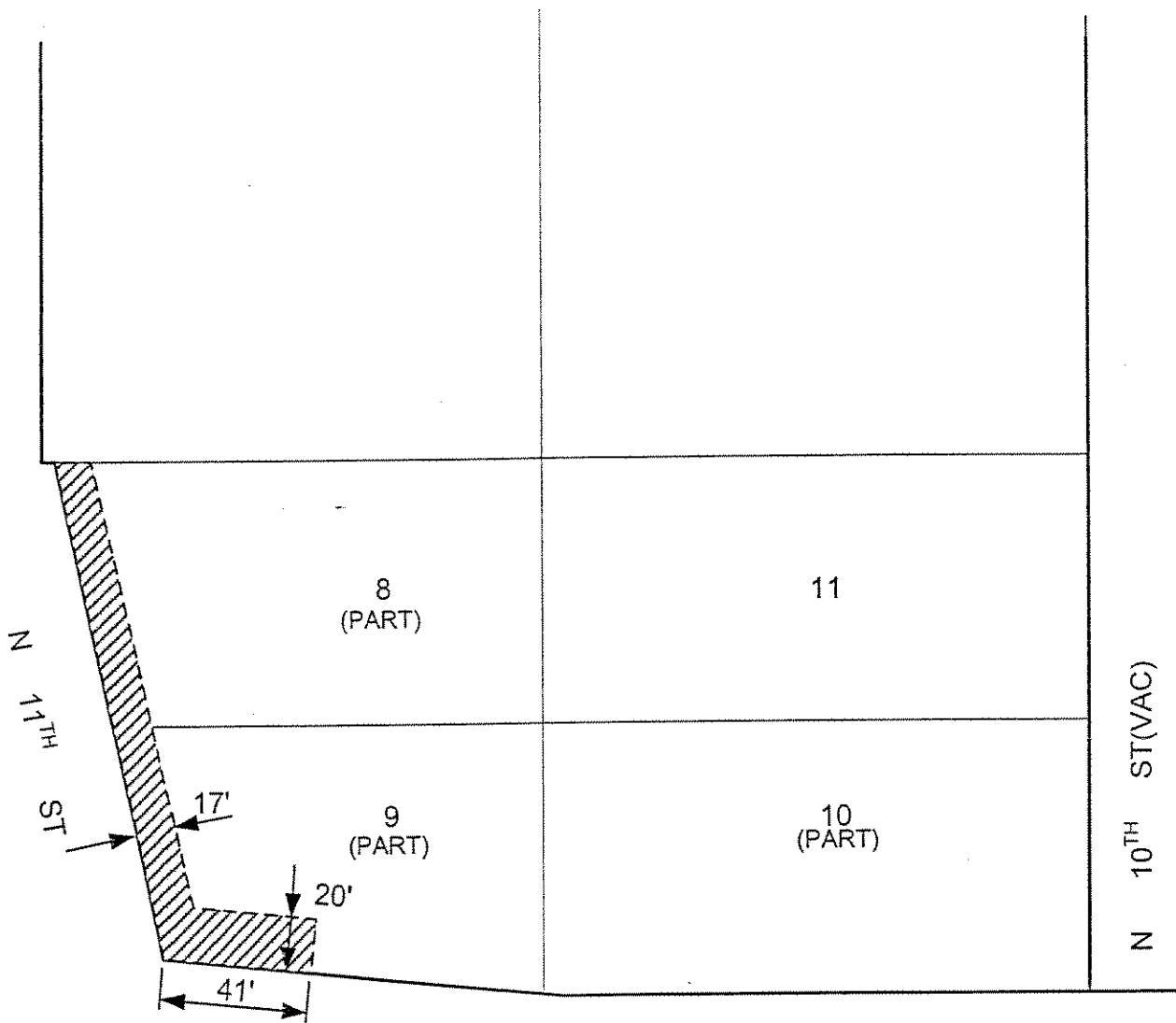
My commission expires _____.

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2005,
by James T. Raabe, the Manager of Property Management, for Wisconsin Electric Power Company, by its authority.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires _____.



W HIGHLAND AVE

BLOCK 200
SURVEY & SUBDIVISION INTO CITY LOTS
OF THE NORTH 30 ACRES, etc

EXHIBIT "A"
NOT TO SCALE

IDO 118239	NW ¼ SEC29,T7N,R22E CITY OF MILWAUKEE MILWAUKEE COUNTY	DRAWN BY DAVE THOMPSON
REVISIONS		DATE 11/23/04