

Document Number

**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: a strip of land, being *the Westerly 10 feet of the Northerly 90 feet of LOT 15*, being part of grantor's land;

said grantor's land consisting of **parts of LOTS 7 and 8, all of LOTS 9, 10, 11, 12, 13, 14 and 15, and the vacated alley lying between Lot 7 and Lots 8 through 11, inclusive, in BLOCK 4, in PUBLIC PARK LAND ASSOCIATION SUBDIVISION**, in the Northeast $\frac{1}{4}$ 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

347-0340-111-4
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including poles, together with the necessary conductors, anchors, guy wires and all other appurtenant equipment above ground which grantee deems necessary to transmit electric energy, signals, television and telecommunications 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.
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 12 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 _____, 2003,
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 _____, 2003.

(NOTARY STAMP/SEAL)

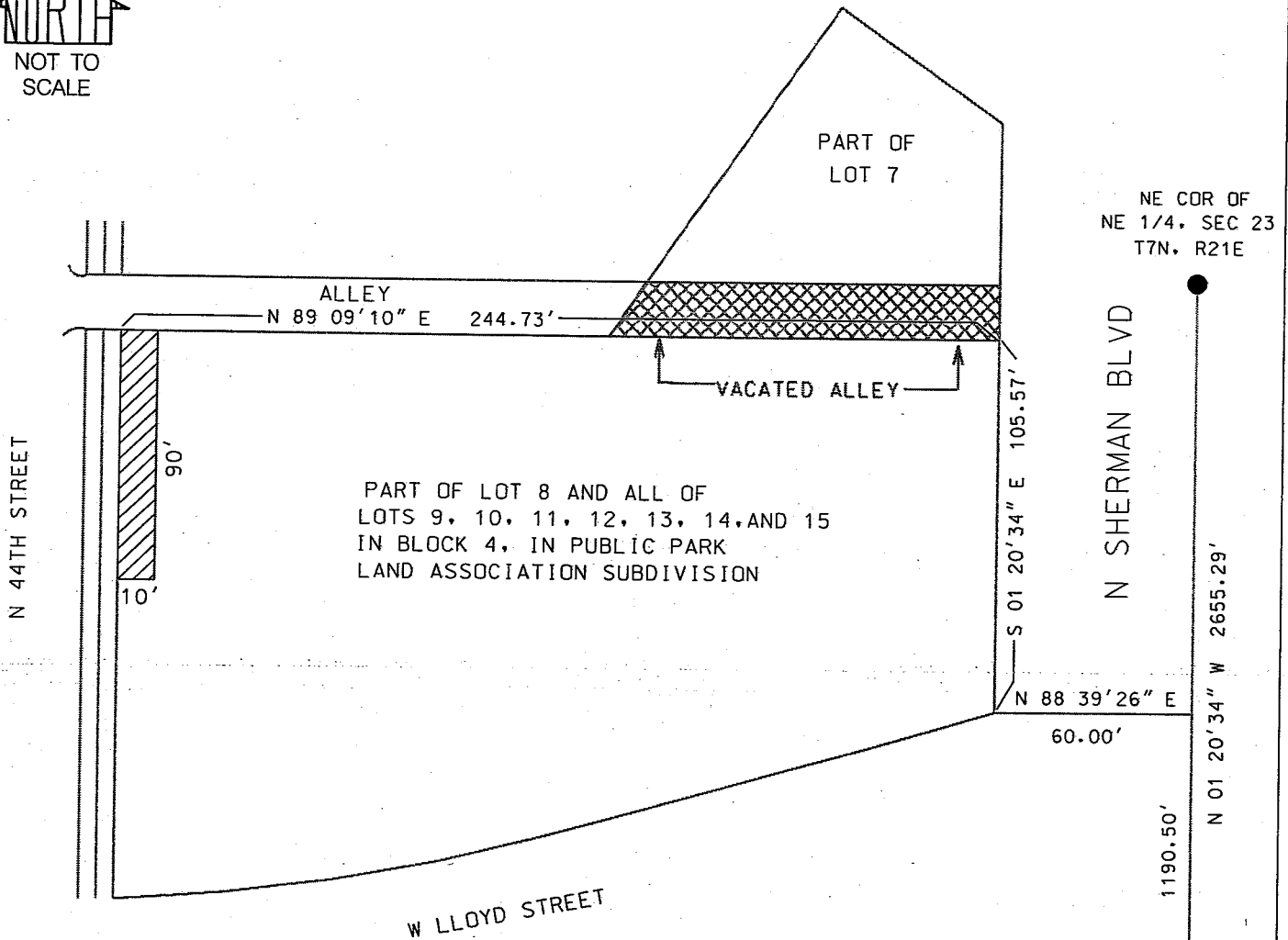
Notary Public, State of Wisconsin

My commission expires _____

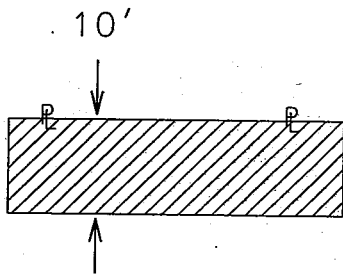
This instrument was drafted by Ken Freitag on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



NOT TO SCALE



KEY



= EASEMENT AREA (10' WIDTH)

EXHIBIT "A"



NE 1/4, SECTION 23, T7N, R21E
 CITY OF MILWAUKEE
 MILWAUKEE COUNTY, WISCONSIN

DRAWN BY: JEFF RONDEAU

DATE: 07-03-02

IDO NUMBER: 413090 1A

REVISIONS: 11-05-02

01-09-03