

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

IDO NO. 415018-1A

For good and valuable consideration which the **CITY OF MILWAUKEE**, 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, 15 feet in width, being part of grantor's land, being **PARCEL 2** of **CERTIFIED SURVEY MAP NO. 2786**, being a division of Block 88 in Menomonee River Hills East, being a subdivision of a part of the Southwest ¼ of Section 22, Township 8 North, Range 21 East, **and adjoining lands thereto** in the Northwest ¼ of Section 22, Township 8 North, Range 22 East, all in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

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

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.

141-0722-100-0
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, an electric pad-mounted transformer, concrete slab, 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. 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 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 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. **Common Council Approval:** This easement is granted on behalf of the City of Milwaukee pursuant to **Resolution File No.** _____ adopted by the City of Milwaukee Common Council on _____, 2002.

10. 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

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002, John O. Norquist, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

(NOTARY STAMP/SEAL)

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

(NOTARY STAMP/SEAL)

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

S.C. C.D. ORDER NO.

CA 3 415018

WISCONSIN ELECTRIC POWER
ORDER TO DO WORK SKETCH

DRAWING 1 OF 2

PREP. BY BEVERLY MEEKS
414-362-5156/414-651-3789

CITY TOWN VILLAGE MILWAUKEE NAME CITY OF MILWAUKEE-DPW

DATE 07/01/02 APPROVED

LOCATION 6732 N INDUSTRIAL ROAD

REASON NEW 400A 120/208 3ph UG

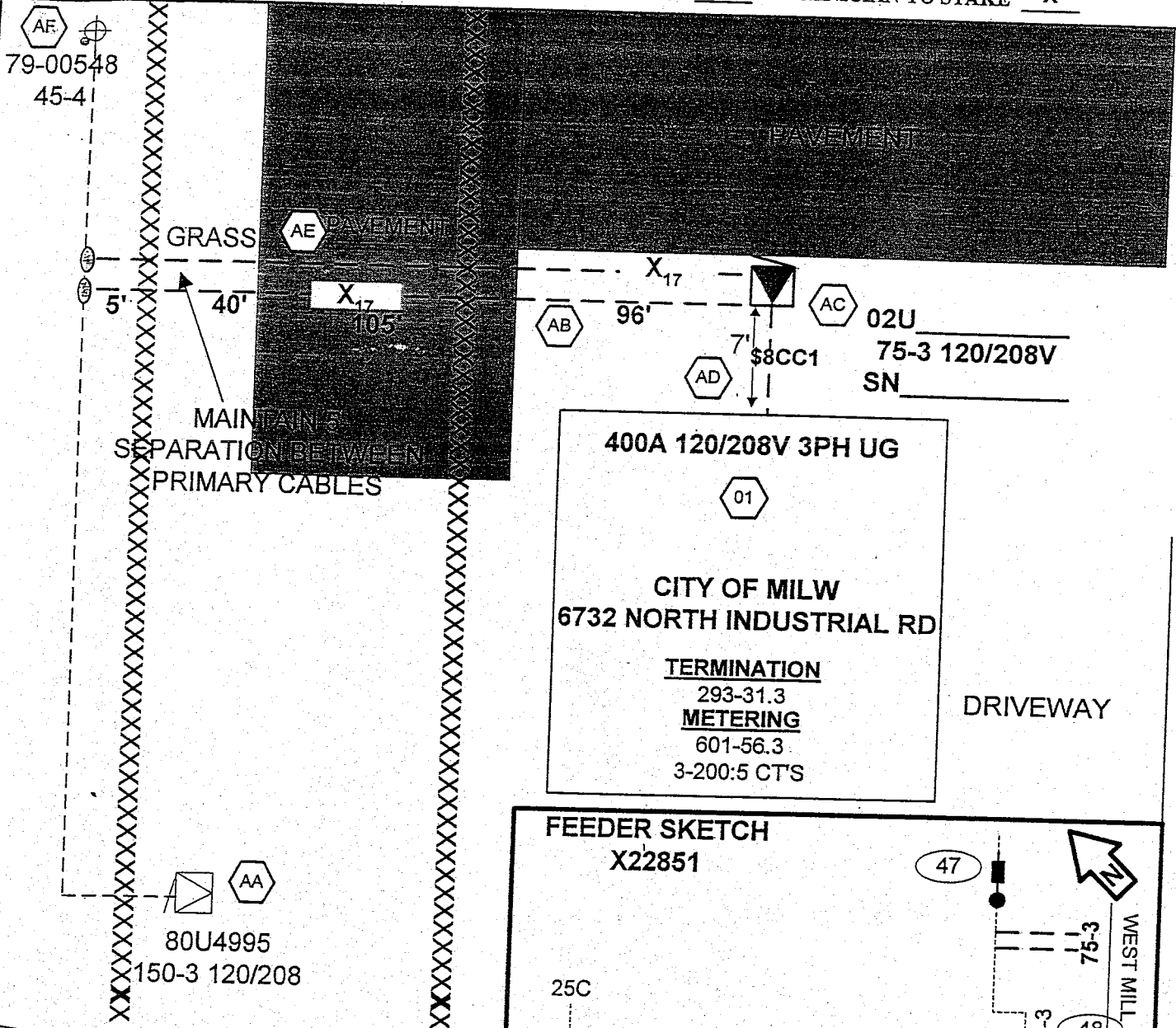
IO # 01002 PROJ ID # PREMISE ID #

TEL CONST. #
OPERATING MAP # (PRI) 4176-7760-02

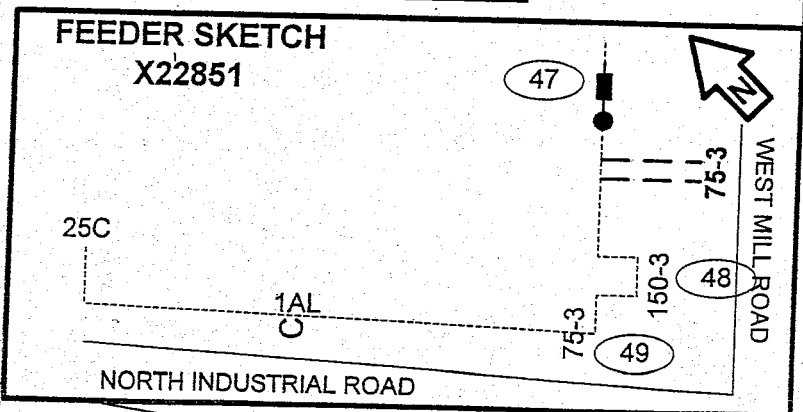
REVISED SUPERCEDING SUPPLEMENTARY TO

FEEDER/LINE # X22851
FACILITY MAP # (SEC) 4185-7763-50

NO STAKING NEEDED STAKED SURVEYOR TO STAKE TECHNICIAN TO STAKE X



MAINTAIN 5' SEPARATION BETWEEN PRIMARY CABLES



NORTH INDUSTRIAL ROAD

WEST MILL ROAD

KEY

USE STANDARD KEY

C-AMERITECH

C1-TIME WARNER

NOTES

1. USE DIGGERS HOTLINE
2. CUSTOMER TO LOCATE PRIVATE OBSTRUCTIONS PRIOR TO CONSTRUCTION
3. CUSTOMER CONTACT: WAYNE RAY 414-286-5979
4. CUSTOMER SERVICE TECHNICIAN: BEVERLY MEEKS 414-362-5156/414-651-3789
5. WE-ENERGIES DOES NOT RESTORE OR HAUL SPOIL
6. CHECK WITH SITE MANAGER TO VERIFY TRANSFORMER LOCATION