

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 3431981

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE, a municipal corporation**, 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 strips of land ten (10) feet wide being a part of **Parcel 1 of Certified Survey Map No. 2964**, recorded in the Office of the Register of Deeds for Milwaukee County on December 3, 1976 on Reel 978, Image 1506 through 1508, as Document No. 5059507, being a part of the Southeast 1/4 of Section 26, Township 6 North, Range 21 East, City of Greenfield, 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.

RETURN TO:

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

647-9946-001
(Parcel Identification Number)

Address: 5353 S. 43rd Street (Grange Pumping Station)

- 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. Grantee shall provide Grantor a minimum of 10 days advance 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 is required.
- 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. 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.

- 8. Notices:** All notices to be given to either party under this agreement shall preferable 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 normal business days. 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

Lead ROW Agent
500 S. 116th Street
West Allis, WI 53214

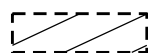
Telephone: (414) 944-5605
E-Mail: tonya.peters@we-energies.com

- 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 Commissioner of Public Works who will, in turn, forward a copy to the Milwaukee Water Works for their records.
- 12. 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, THE PARTIES HERETO caused this Easement to be executed by their authorized signatories as of the Grantee Notary date below.

GRANTOR: CITY OF MILWAUKEE By: _____ Ghassan Korban, Commissioner Dept. of Public Works Countersigned: By: _____ Martin Matson, City Comptroller City Common Council Resolution File No. _____ CITY ATTORNEY APPROVAL/AUTHENTICATION _____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b). By: _____ Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____ CAO doc no 178786	GRANTEE: WISCONSIN ELECTRIC POWER COMPANY _____ James T. Raabe, Manager of Property Management GRANTEE NOTARY State of Wisconsin) _____)ss Milwaukee County) Before me personally appeared the following signatories, _____, to me known to be such person(s) who signed this document and acknowledged the same. Date: _____ _____ Notary Public Name Printed: _____ My commission: _____ [notarial seal]
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KEY

 -BOUNDARY OF UNDERGROUND EASEMENT

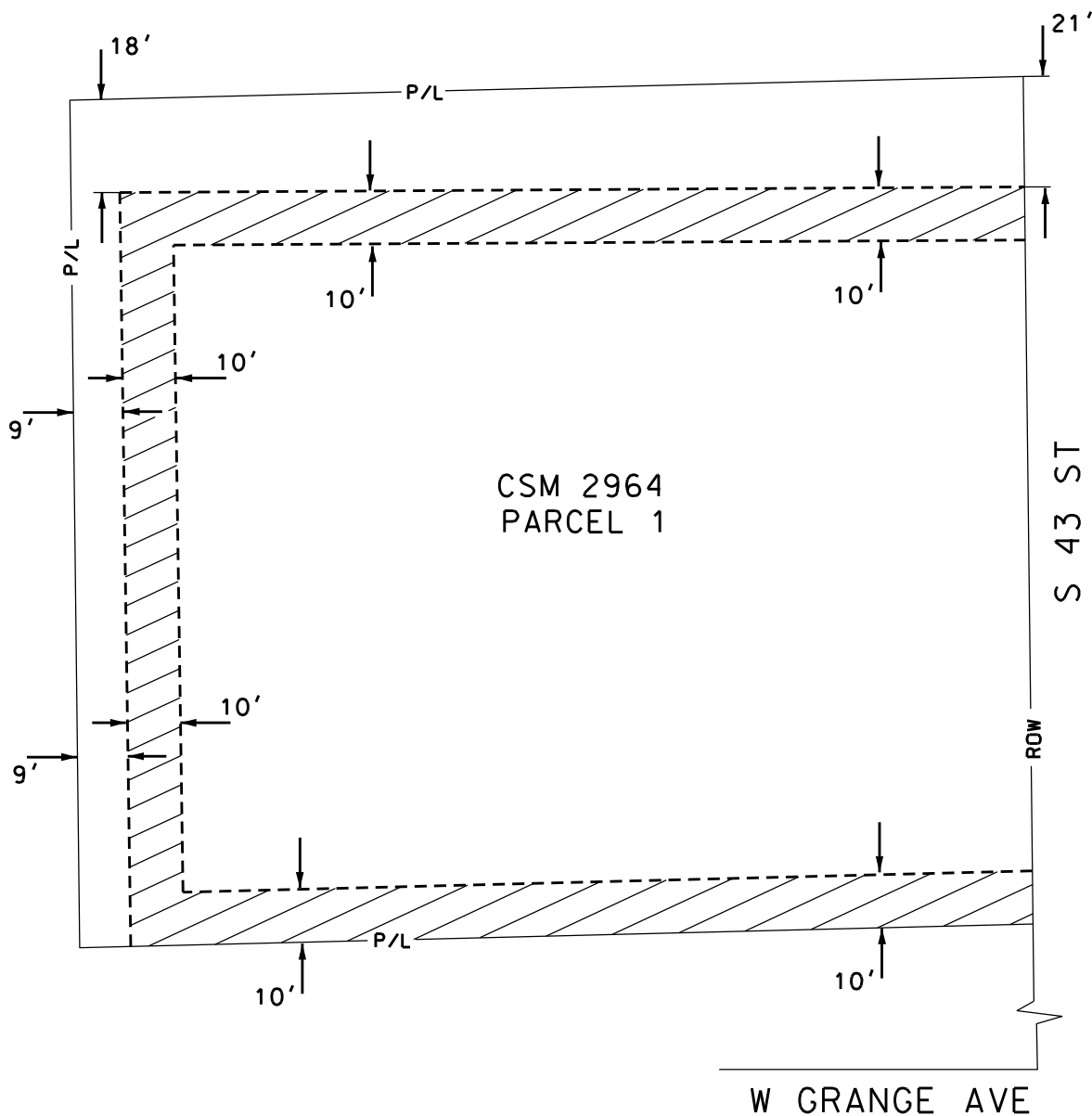


EXHIBIT "A"



CITY OF GREENFIELD
MILWAUKEE COUNTY
SE 1/4 SEC 26, T6N, R21E

DRAWN BY: MARK FAHEY

DATE: 3/26/13

IDO NUMBER: WR 3431981

REVISIONS: _____

\$FILES\$

\$TIMES\$

\$DATES\$