

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 2603797

For good and valuable consideration which the **CITY OF MILWAUKEE, a Wisconsin municipal corporation, acting by and through its Board of Harbor Commissioners**, as its interest may apply, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, 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 twelve (12) feet in width being part of Grantor's land in the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 7 North, Range 22 East, in the 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.

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

Part of Tax Key No.:

463-9997-118

(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 and signals. 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 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 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: Port of Milwaukee
2323 South Lincoln Memorial Drive
Milwaukee, WI 53207
Telephone: 414-286-3511
Fax: 414-286-8506

B. To: We Energies
ROW Agent – Nicole Smullen
500 S. 116th Street
West Allis, WI 53214
Telephone: 414-944-5586
Fax: 414-944-5552

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 the Port of Milwaukee for its 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.

Grantor: CITY OF MILWAUKEE

Grantor: BOARD OF HARBOR COMMISSIONERS

Tom Barrett, Mayor

President

Ronald D. Leonhardt, City Clerk

Secretary

Acknowledged before me in Milwaukee County, Wisconsin, on _____,

by Tom Barrett, the Mayor, and by Ronald D. Leonhardt, the City Clerk of the City of Milwaukee, a Wisconsin municipal

corporation, for the municipal corporation, by its authority, and pursuant to Resolution File No. _____ adopted by its

Common Council on _____.

Notary Public Signature, State of Wisconsin

(NOTARY STAMP/SEAL)

Notary Public Name (Typed or Printed)

My commission expires: _____

Acknowledged before me in Milwaukee County, Wisconsin, on _____, _____,
by _____, the President, and by _____, the Secretary of the Board of
Harbor Commissioners, by its authority.

Notary Public Signature, State of Wisconsin

(NOTARY STAMP/SEAL)

Notary Public Name (Typed or Printed)

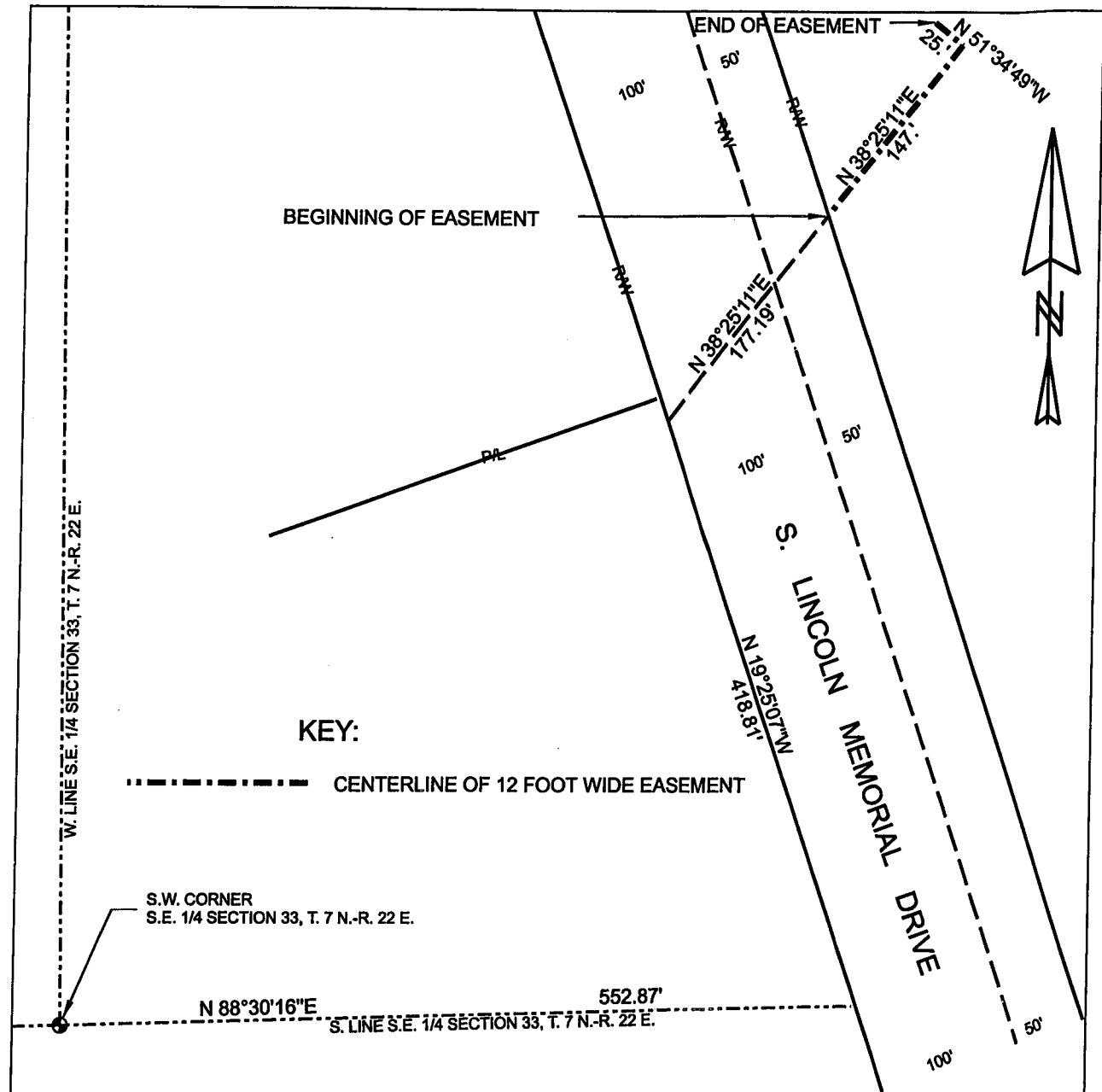
My commission expires: _____

Grantee: WISCONSIN ELECTRIC POWER COMPANY

By: _____

James T. Raabe, Manager of Property Management

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



KEY:

----- CENTERLINE OF 12 FOOT WIDE EASEMENT

EXHIBIT "A"

REVISIONS	We Energies	DRAWN BY: D.R. PATCHETT
	BEING A PART OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 33, T. 7 N.-R. 22 E. CITY OF MILWAUKEE MILWAUKEE COUNTY, WISCONSIN	CHECKED BY:
		APPROVED BY:
		SCALE: 1" = 100'
		DATE: JUNE 24, 2008
		IDO # : 2603797A