

Document Number

**We Energies  
DISTRIBUTION EASEMENT  
UNDERGROUND**

WR NO. 2532230

For good and valuable consideration which the **CITY OF MILWAUKEE, acting by and through its BOARD OF HARBOR COMMISSIONERS**, 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, 12 feet in width, being part of grantor's land located in the **Southeast ¼ of Section 28, Township 7 North, Range 22 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. Area known as Municipal Pier.

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

395-9999-111-9  
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to install, operate, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, 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 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. 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 Iverson  
 500 S. 116<sup>th</sup> 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 \_\_\_\_\_, 2010,

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 \_\_\_\_\_, 2010.

(NOTARY STAMP/SEAL)

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires: \_\_\_\_\_

Acknowledged before me in Milwaukee County, Wisconsin, on \_\_\_\_\_, 2010,  
by \_\_\_\_\_, the President, and by \_\_\_\_\_, the Secretary of the Board of  
Harbor Commissioners, by its authority.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires: \_\_\_\_\_

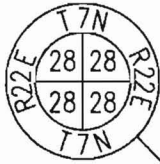
(NOTARY STAMP/SEAL)

**Grantee: WISCONSIN ELECTRIC POWER COMPANY**

By: \_\_\_\_\_

James T. Raabe, Manager of Property Management

Acknowledged before me in Milwaukee County, Wisconsin, on \_\_\_\_\_, 2010, 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.



S 88° 56' 21" W 2638.04'  
 NORTH LINE OF SW 1/4 OF SECTION 28

N 88° 56' 21" E 457.66'  
 MEANDER LINE OF SECTION 28

S 63° 37' 49" E 765.52'  
 FROM CENTER OF SECTION 28 TO START  
 OF CENTERLINE OF 12' WIDE EASEMENT.

S 74° 12' 25" E  
 235.00'

NORTH LINCOLN MEMORIAL DRIVE

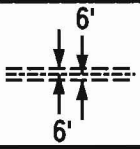
NORTH HARBOR DRIVE

EAST MICHIGAN STREET

WEST LINE OF SE 1/4 OF SECTION 28  
 S 01° 02' 02" E 2656.87'

LAKE MICHIGAN

KEY



CENTERLINE  
 12' WIDE  
 EASEMENT

WE ENERGIES - EXHIBIT "A"

12' WIDE EASEMENT IN  
 PART OF THE SE 1/4 OF SECTION 28, T7N R22E  
 CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

DRAWN BY: JIM CLARKE

SCALE: 1" = 200'

DATE: 09-04-2008

ORDER #: 2532230