

**GAS DISTRIBUTION
EASEMENT**

Document Number

WR#: 2524640 AP#: 2721 MO#: 805012

For good and valuable consideration which **CITY OF MILWAUKEE AND THE BOARD OF HARBOR COMMISSIONS**, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN GAS LLC 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:

A 25 FOOT WIDE STRIP OF LAND, BEING PART OF GRANTOR'S PREMISES LOCATED IN THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

RETURN TO:

JULIE OLSZEWSKI-NSC2
WE ENERGIES
P O Box2046
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.

Parcel Identification Number:

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases or substances which can or may be transported or distributed through a pipeline. 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. Grantee shall provide grantor a minimum of 10 days advance written 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 shall be required.
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 gas facilities as to create a violation of the Wisconsin State Gas 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 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 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 preferably 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 days that MPS offices are open for business. 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: **The Board of Harbor Commissions**
2323 South Lincoln Memorial Drive
Milwaukee, WI 53207
Telephone: 414-286-3511
Fax: 414-286-3511

B. To: **WE Energies**
ROW Agent – Julie Olszewski – NSC 2
5400 N. Green Bay Ave.
Milwaukee, WI 53209
Telephone: 414-540-5755
Fax: 414-228-1877

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 Port of Milwaukee for their records.

12. This grant of easement shall be binding upon and inure to the benefits of the heirs, successors and assigns of all parties hereto.

Grantor: CITY OF MILWAUKEE

TOM BARRETT, MAYOR

RONALD D. LEONHARDT, CITY CLERK

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2006,
by Tom Barrett, the Mayor and Ronald D. Leonhardt, the City Clerk, of the City of Milwaukee, for the municipal
corporation, by its authority and pursuant to Resolution File No. _____ adopted by its Common Council
on _____, 2006.

Notary Public, State of Wisconsin

Print Name _____

My commission expires _____

Grantor: THE BOARD OF HARBOR COMMISSIONS

PRESIDENT

SECRETARY

Acknowledged before me in Milwaukee County, Wisconsin, on _____, 2006,

by _____ as **President** and _____

as **Secretary** pursuant to their authority as granted by **The Board of Harbor Commissions.**

Notary Public, State of Wisconsin

Print Name _____

My commission expires _____

Grantee: WISCONSIN GAS LLC doing business as WE Energies

BY _____

JAMES T. RAABE, MANAGER OF PROPERTY MANAGEMENT

Acknowledged before me in Milwaukee County, Wisconsin on _____, 2006,

by James T. Raabe, the Manager of Property Management, for Wisconsin Gas LLC, doing business as WE Energies by its authority.

Notary Public, State of Wisconsin Electric Power Company

Print Name _____

My commission expires _____



NOT DRAWN TO SCALE

EXHIBIT "A"

