

**We Energies
DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 210913

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 interests 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, of various widths, being part of grantor's land, being those lands located east of the "established easterly line of the former C & NW Railroad right-of-way", west of Lake Michigan, south of the north line of the Southeast and Southwest ¼ of Section 28, Township 7 North, Range 22 East, and north of the south line of the Southeast ¼ and Southwest ¼ of Section 28, Township 7 North, Range 22 East, all in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

The location of the easement areas with respect to the grantor's land are as described and shown on the attached descriptions and drawings, marked Exhibit "A" and Exhibit "B" and Exhibit "C", and each 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

395-9999-111-9
(500 & 550 North Harbor Drive)
(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. 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:** 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 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 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 – Ken Freitag
500 South 116 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. 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

*

Grantee: WISCONSIN ELECTRIC POWER COMPANY

By: _____

James T. Raabe, Manager of Property Management

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

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 _____, 2006.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires _____

Acknowledged before me in _____ County, Wisconsin, on _____, 2006,
by _____, the President,
and by _____, the Secretary,
of the Board of Harbor Commissioners, by its authority.

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

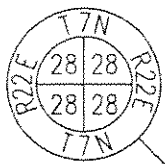
My commission expires _____.

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

(NOTARY STAMP/SEAL)

Notary Public, State of Wisconsin

My commission expires _____.



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 05°50'35" E 585.97' FROM CENTER OF SECTION 28
 TO START OF CENTERLINE OF 12' WIDE EASEMENT.

NORTH LINCOLN MEMORIAL DRIVE

EAST MICHIGAN STREET

S 67°21'21" E
 200.00'

S 85°21'21" E
 140.00'

N 84°21'49" E
 100.00'

NORTH HARBOR DRIVE

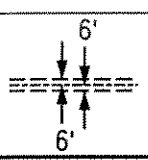
WEST LINE OF SE 1/4 OF SECTION 28
 S 01°02'02" E 2656.87'

LAKE MICHIGAN

KEY

WE ENERGIES - EXHIBIT "A"

DRAWN BY: JIM CLARKE



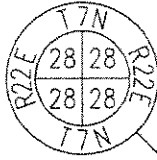
CENTERLINE
 12' WIDE
 EASEMENT

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

SCALE: 1" = 200'

DATE: 04-17-2006

ORDER #: 210930



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 16°54'39" E 442.15' FROM CENTER OF SECTION 28
 TO CORNER OF EASEMENT AREA

NORTH LINCOLN MEMORIAL DRIVE

NORTH HARBOR DRIVE

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

EAST
 N 21°26'17" E
 20.17'

MICHIGAN

STREET

S 76°00'00" E
 138.01'

N 56°00'00" E
 140.00'

N 76°00'00" W
 156.25'

S 56°00'00" W
 135.79'

N 86°00'00" W
 96.25'


LAKE MICHIGAN

S 86°00'00" E
 100.00'

N 72°00'00" E
 215.00'

S 18°00'00" E
 25.00'

S 72°00'00" W
 219.86'

KEY	
	EASEMENT AREA

WE ENERGIES - EXHIBIT "B"

AREA 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: 04-19-2006

ORDER #: 220811

EXHIBIT "A" EASEMENT DESCRIPTION:

Starting at the center of Section 28, T7N, R22E, in the City of Milwaukee, County of Milwaukee, State of Wisconsin;

Thence South 05 degrees 50 minutes 35 seconds East, a distance of 585.97 feet to the Point of Beginning of the centerline of a 12 foot wide easement strip;

Thence South 67 degrees 21 minutes 21 seconds East, a distance of 200.00 feet;

Thence South 85 degrees 21 minutes 21 seconds East, a distance of 140.00 feet;

Thence North 84 degrees 21 minutes 49 seconds East, a distance of 100.00 feet to the end of the centerline of a 12 foot wide easement strip.

EXHIBIT "B" EASEMENT DESCRIPTION:

Starting at the center of Section 28, T7N, R22E, in the City of Milwaukee, County of Milwaukee, State of Wisconsin;

Thence South 16 degrees 54 minutes 39 seconds East, a distance of 442.15 feet to the corner of the easement area and the Point of Beginning;

Thence South 76 degrees 00 minutes 00 seconds East, a distance of 138.01 feet;

Thence North 56 degrees 00 minutes 00 seconds East, a distance of 140.00 feet;

Thence South 86 degrees 00 minutes 00 seconds East, a distance of 100.00 feet;

Thence North 72 degrees 00 minutes 00 seconds East, a distance of 215.00 feet;

Thence South 18 degrees 00 minutes 00 seconds East, a distance of 25.00 feet;

Thence South 72 degrees 00 minutes 00 seconds West, a distance of 219.86 feet;

Thence North 86 degrees 00 minutes 00 seconds West, a distance of 96.25 feet;

Thence South 56 degrees 00 minutes 00 seconds West, a distance of 135.79 feet;

Thence North 76 degrees 00 minutes 00 seconds West, a distance of 156.25 feet;

Thence North 21 degrees 26 minutes 17 seconds East, a distance of 20.17 feet, to the Point of Beginning.