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Tx:40073736

DOC. # 10620797**RECORDED:****11/07/2016 2:08 PM****JOHN LA FAVE****REGISTER OF DEEDS****MILWAUKEE COUNTY, WI****AMOUNT: 30.00****FEE EXEMPT #:**

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 3064265

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE WORLD FESTIVAL, INC.**, a Wisconsin 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, over and across 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 a part of **Vacated E. Pier Street & Vacated N. Marshall Street, abutting blocks 171 & 172, all in Survey & Subdivision of Lots 1 & 2**, being a part of the NW 1/4 of Section 33, Town 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

Tax Key No.: 392-2185-113
(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, 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 for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary 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.
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 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. **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: **MILWAUKEE WORLD FESTIVAL, INC.**
a Wisconsin corporation

By: *Don Smiley*
Don Smiley, President & CEO

By: *Frank Nicotera*
Frank Nicotera, CAO & General Counsel

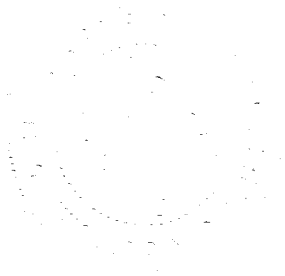
Acknowledged before me in Milwaukee County, State of Wisconsin, on April 23rd, 2012,
by Don Smiley, the President & CEO
and by Frank Nicotera, the CAO & General Counsel
of **MILWAUKEE WORLD FESTIVAL, INC.**, a Wisconsin corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

Jane GERALYN Zehren
Notary Public Signature, State of Wisconsin

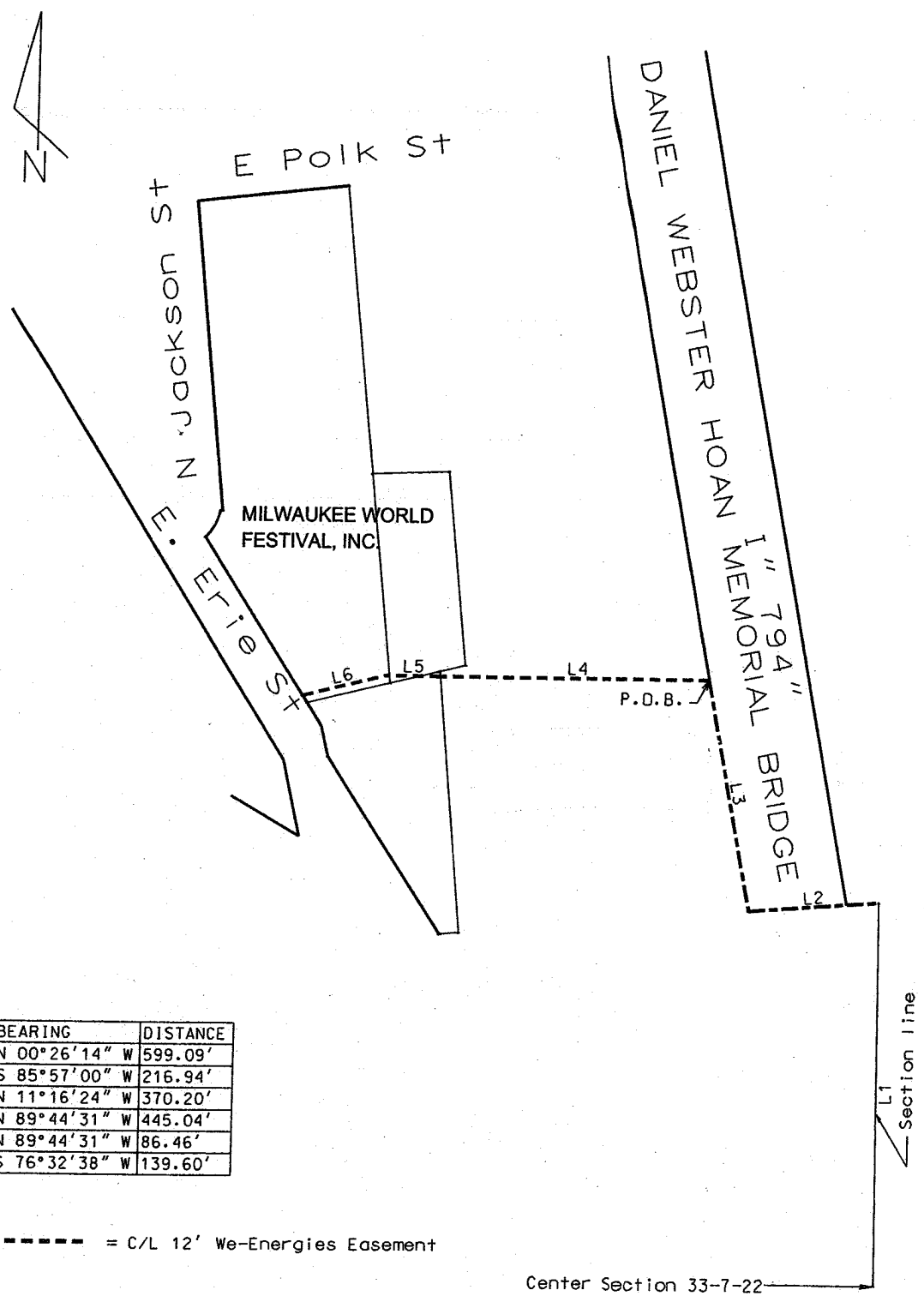
(NOTARY STAMP/SEAL)

Jane GERALYN Zehren
Notary Public Name (Typed or Printed)

My commission expires: 8-26-2012



This instrument was drafted by Nicole M. Smullen on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



NUMBER	BEARING	DISTANCE
L1	N 00°26'14" W	599.09'
L2	S 85°57'00" W	216.94'
L3	N 11°16'24" W	370.20'
L4	N 89°44'31" W	445.04'
L5	N 89°44'31" W	86.46'
L6	S 76°32'38" W	139.60'

----- = C/L 12' We-Energies Easement

Center Section 33-7-22

EXHIBIT "A"



PART OF VACATED EAST PIER STREET & NORTH MARSHALL STREET,
 ABUTTING BLOCKS 171 & 172, SURVEY & SUBDIVISIONS OF LOTS 1 & 2
 PART OF THE NW 1/4 SECTION 33, TOWN 7 NORTH, RANGE 22 EAST
 CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

DRAWN BY:	Ras
DATE:	4/5/2012
WR NUMBER:	3064265
REVISIONS:	_____

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