

CONSENT AGREEMENT

Document Number

Document Title

THIS CONSENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2022, by and among Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, 231 West Michigan Street, Milwaukee, WI 53203 (hereinafter "We Energies"), the City of Marquette, Michigan, a Michigan municipal corporation, of 300 W. Baraga Ave., Marquette, Michigan 49855 (the "City"), the Board of Light and Power of the City of Marquette, a duly authorized agency of a Michigan municipal corporation, of 2200 Wrights Street, Marquette, Michigan 49855 ("MBLP"), and American Transmission Company LLC, a Wisconsin limited liability company, N16 W23217 Stone Ridge Drive, Waukesha, WI 53187 (hereinafter "ATC"). Each of We Energies, the City, MBLP and ATC are sometimes herein referred to as a "Party" and collectively as the "Parties".

WHEREAS, pursuant to a License Agreement dated October 30, 1967 (the "License"), the City granted a license to Upper Peninsula Generating Company ("GENCO") to occupy and use a 20' right-of-way across certain real property in the City of Marquette, Michigan, as was further described in the License (the "License Property") and

WHEREAS, pursuant to an Easement dated November 4, 1983, and recorded with the Marquette County, Michigan Register of Deeds on November 20, 1983 in Liber 110, at Pages 759-766 (the "1983 Easement"), MBLP granted an easement to GENCO to maintain a roadway over certain real property in the City of Marquette, Michigan, as was further described in the 1983 Easement (the "Easement Property"); and

WHEREAS, pursuant to a Limited Warranty Assignment of Ash Haul Road Easement and License dated December 28, 1987, and recorded with the Marquette County, Michigan Register of Deeds on December 31, 1987 in Liber 122, of Miscellaneous Records, at Pages 260-274 (the "1987 Assignment"), GENCO assigned all of its right, title and interest in and to the License and the Easement to We Energies; and

WHEREAS, pursuant to a Construction Road Agreement dated December 28, 1987, recorded with the Marquette County, Michigan Register of Deeds on December 31, 1987 in Liber 122, of Miscellaneous Records, at Pages 287-303 (the "Construction Road Agreement"), We Energies granted non-exclusive rights to use portions of the License Property and Easement Property to Marquette Range Coal Service Company ("MRCSC"); and

Recording Area

Name and Return Address

Wisconsin Electric Power Company
231 West Michigan Street
Milwaukee, WI 53202
Attn: Manager of Property Management

See Exhibit A attached hereto

Parcel Identification Number (PIN)

WHEREAS, pursuant to a Grant of Substation, Transmission Line and Access Easements dated as of January 1, 2001, and recorded with the Marquette County, Michigan Register of Deeds on January 17, 2001 in Liber 165, of Miscellaneous Records, at Pages 251-270 (the "2001 Easement"), We Energies granted to ATC: (i) a substation easement over the "Substation Easement Area" (as defined in the 2001 Easement and as described on Exhibit A attached hereto), (ii) an access easement over the "Access Easement Area" (as defined in the 2001 Easement), and (iii) certain other easement rights; and

WHEREAS, Section 7 of the 2001 Easement provides a mechanism for We Energies to relocate the Access Easement Area from time to time; and

WHEREAS, We Energies now wishes to relocate the Access Easement Area under the 2001 Easement to coincide with the Easement Property and the License Property, as is further described on Exhibit B attached hereto and is referred to herein as the "New Access Easement Area"; and

WHEREAS, the Parties now wish to confirm that the New Access Easement Area will also provide access to the property further described on Exhibit C attached hereto that is owned by We Energies and is referred to herein as the "Power Plant Property"; and

WHEREAS, subject to the terms and conditions of this Agreement, the City and MBLP each hereby consents to the relocation of the Access Easement Area to the New Access Easement Area and to the other matters set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Relocation of Access Easement Area to New Access Easement Area. Pursuant to Section 7 of the 2001 Easement, We Energies hereby relocates the Access Easement Area to the New Access Easement Area, and ATC hereby consents to such relocation.

2. Consent of the City and MBLP. The City and MBLP each hereby consents to the relocation of the Access Easement Area to the New Access Easement Area, and ratifies and consents to the transactions pertaining to the License Property and Easement Property described in the recitals set forth above. Accordingly: (i) We Energies is the licensee under the License over the License Property; (ii) We Energies is the grantee of the 1983 Easement over the Easement Property; (iii) the License and the Easement provide We Energies with a right of access over the License Property and the Easement Property for the benefit of We Energies and the Power Plant Property; (iv) MRCSC holds a non-exclusive right of access over the License Property and Easement Property under the Construction Road Agreement; and (v) ATC holds a non-exclusive easement for access to the Substation Easement Area over the New Access Easement Area under the 2001 Easement (as modified by this Agreement).

3. Modification of License. The License is hereby modified to provide that notwithstanding anything to the contrary contained in the License, the New Access Easement Area shall constitute the "premises" under the License, and such premises may be occupied and used by We Energies and ATC, and the agents, contractors and designees of each of them, for pedestrian and vehicular ingress to and egress from the Power Plant Property and the Substation

Easement Area (i.e., without any requirement to use the premises for the transportation of fly ash from the Power Plant Property to a disposal site).

4. No Other Modifications to Existing Agreements. Except as is expressly set forth herein, none of the covenants, terms or conditions of the License Agreement, 1983 Easement, 1987 Assignment, Construction Road Agreement or 2001 Easement is amended, modified or affected in any way by this Agreement, and such agreements and instruments remain unmodified and in full force and effect.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns, and it shall run with the land and burden and benefit (as applicable) the License Property, Easement Property, the Substation Easement Area and the Power Plant Property.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Michigan.

7. Amendment. This Agreement may not be changed except by a written document executed and acknowledged by the Parties hereto (or their successors or assigns, as applicable).

8. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any Party or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument.

NOTE: This Agreement is exempt from real estate taxation pursuant to MCL 207.505(a) and MCL 207.526(a) because there is no separate consideration for this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date and year first above written.

[Signatures appear on the following pages.]

WISCONSIN ELECTRIC POWER COMPANY

By: WEC Business Services LLC, its Affiliate and
Agent

By: _____
Tonya M. Peters
Manager of Property Management

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2020, the above-named
Tonya M. Peters, to me known to be the Manager of Property Management of Wisconsin
Electric Power Company, who executed the foregoing instrument by its authority and on its
behalf and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CITY OF MARQUETTE, MICHIGAN

By: _____

Print name: Jennifer A. Smith

Title: Mayor

By: _____

Print name: Kyle Whitney

Title: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MARQUETTE)

Personally came before me this ____ day of _____, 2021, the above-named Jennifer A. Smith, and Kyle Whitney, to me known to be the Mayor and Clerk of the City of Marquette, Michigan, a Michigan municipal corporation, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Print Name: _____

Notary Public, State of Michigan

My Commission: _____

Approved as to Content:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

**MARQUETTE BOARD OF LIGHT AND
POWER**

By: _____
Print name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2020, the above-named _____, to me known to be the _____ of the Marquette Board of Light and Power, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Print Name: _____
Notary Public, State of Michigan
My Commission: _____

EXHIBIT A

SUBSTATION EASEMENT AREA

EXHIBIT B

NEW ACCESS EASEMENT AREA

The New Access Easement Area is the strip of land twenty-five feet (25') in width centered on the "Centerline of Variable Width Access Road Easement" which lies on the parcel owned by the Board of Light and Power of the City of Marquette, all as depicted below:

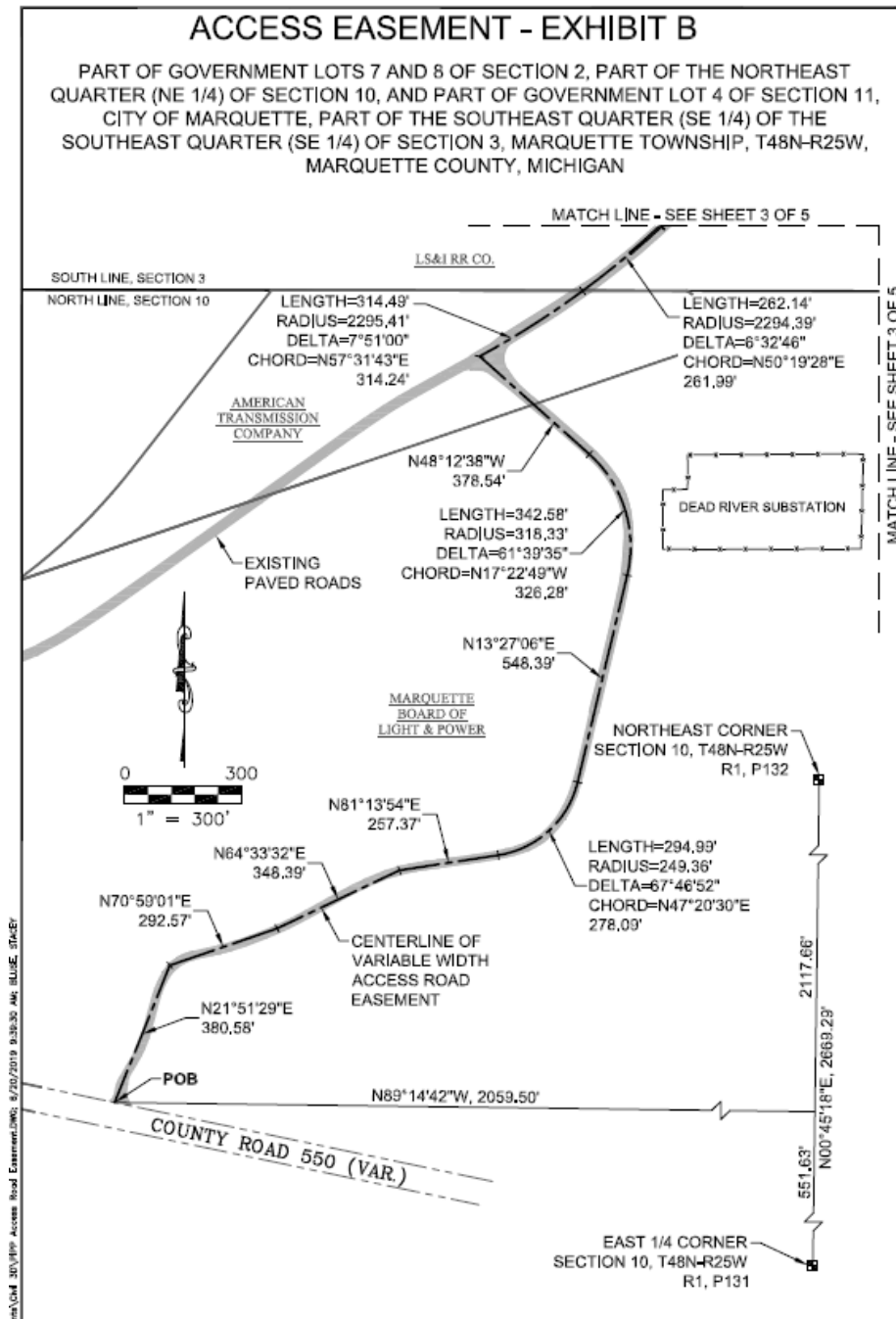


EXHIBIT C

DESCRIPTION OF POWER PLANT PROPERTY

POWER PLANT PROPERTY

Parcel "A" of Power Plant - Revised 2013:

A parcel of land being a part of Government Lots 6, 7 and 8, Section 2 and part of Government Lot 4, Section 11, Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan, described as: Commencing at the Southwest corner of Section 2; thence North 00 degrees 04 minutes 52 seconds East 669.87 feet along the West line of Section 2 to the Northerly Bank of the Dead River which is the point of beginning; thence continuing North 00 degrees 04 minutes 52 seconds East 398.83 feet along the West Section line, thence North 71 degrees 37 minutes 53 seconds East, 485.29 feet; thence South 02 degrees 02 minutes 31 seconds West, 139.99 feet; thence South 38 degrees 04 minutes 41 seconds East, 547.76 feet; thence North 88 degrees 43 minutes 01 seconds East, 990.15 feet; thence North 88 degrees 38 minutes 56 seconds East, 268.27 feet; thence South 77 degrees 46 minutes 53 seconds East, 227.54 feet; thence South 87 degrees 54 minutes 17 seconds East, 363.86 feet; thence North 37 degrees 38 minutes 55 seconds East, 510.18 feet; thence South 87 degrees 58 minutes 15 seconds East, 415.02 feet; thence South 22 degrees 57 minutes 46 seconds East, 446.25 feet; thence North 58 degrees 49 minutes 18 seconds East, 406.74 feet to a curve on the Westerly right of way line of Lakeshore Boulevard; thence 353.10 feet along the Westerly right of way line of Lakeshore Boulevard to a concrete monument on a curve to the left having a radius of 2235.12 feet and a chord bearing South 38 degrees 03 minutes 35 seconds West, 352.72 feet; thence South 30 degrees 18 minutes 59 seconds West, 220.84 feet along the Westerly right of way line to a concrete monument; thence South 30 degrees 41 minutes 59 seconds West, 83.50 feet along the Westerly right of way line to a concrete monument; thence South 30 degrees 54 minutes 44 seconds West, 390.42 feet along the Westerly right of way line; thence North 62 degrees 26 minutes 11 seconds West, 10.00 feet along the Westerly right of way line; thence South 27 degrees 33 minutes 49 seconds West, 100.00 feet along the Westerly right of way line to a curve; thence 212.81 feet along the Westerly right of way line on a curve to the left having a radius of 619.06 feet and a chord bearing South 17 degrees 42 minutes 56 seconds West, 211.76 feet; thence South 07 degrees 52 minutes 03 seconds West, 279.31 feet along the Westerly right of way line to a traverse line on the Northerly Bank of the Dead River; thence North 58 degrees 33 minutes 24 seconds West, 126.14 feet along the traverse line to the Southeast corner of the sheet piling cap; thence North 14 degrees 18 minutes 34 seconds West, 31.75 feet along the Southerly line of the sheet piling cap; thence South 89 degrees 21 minutes 42 seconds West, 56.17 feet along the Southerly line of the sheet piling cap; thence North 46 degrees 28 minutes 38 seconds West, 4.50 feet along the Southerly line of the sheet piling cap to the Southerly line of the original binwall; thence South 89 degrees 21 minutes 42 seconds West, 89.08 feet along the Southerly line of the original binwall to the Southerly line of the sheet piling cap; thence South 10 degrees 26 minutes 28 seconds West, 3.19 feet along Southerly line of the sheet piling cap; thence South 89 degrees 21 minutes 42 seconds West, 679.80 feet along the Southerly line of the sheet piling cap; thence South 01 degrees 24 minutes 49 seconds East, 1.55 feet along the Southerly line of the sheet piling cap; thence South 89 degrees 21 minutes 42 seconds West, 64.42 feet along the Southerly line of the sheet piling cap to the Southwest corner of the sheet piling cap; thence North 01 degrees 04 minutes 36 seconds West, 84.74 feet along the Westerly line of the sheet piling cap; thence North 89 degrees 13 minutes 34 seconds East, 2.00 feet along the Westerly line of the sheet piling cap; thence North 00 degrees 36 minutes 33 seconds West, 189.06 feet along the Westerly line of the sheet piling cap; thence South 88 degrees 58 minutes 45 seconds East, 2.38 feet along the westerly line of the sheet piling cap to the original traverse line; thence North 00 degrees 31 minutes 41 seconds West, 141.77 feet along the original traverse line; thence North 26 degrees 05 minutes 03 seconds East, 81.52 feet along the traverse line; thence North 05 degrees 33 minutes 38 seconds West, 233.15 feet along the traverse line; thence North 71 degrees 09 minutes 29 seconds West, 248.40 feet along the traverse line; thence North 60 degrees 10 minutes 13 seconds West, 301.50 feet along the traverse line; thence North 85 degrees 52 minutes 29 seconds West, 217.81 feet along the traverse line; thence South 78 degrees 33 minutes 15 seconds West, 184.12 feet along the traverse line; thence South 62 degrees 12 minutes 08 seconds West, 102.65 feet along the traverse line; thence South 50 degrees 35 minutes 19 seconds West, 205.01 feet along the traverse line; thence North 56 degrees 23 minutes 20 seconds West, 317.56 feet along the traverse line; thence North 42 degrees 42 minutes 39 seconds West, 86.05 feet along the traverse line; thence North 27 degrees 36 minutes 00 seconds West, 316.23 feet along the traverse line; thence South 88 degrees 23 minutes 15 seconds West, 188.19 feet along the traverse line; thence South 52 degrees 48 minutes 33 seconds West, 174.92 feet along the traverse line to the point of beginning.

Parcel 30 - Maintenance Building:

A parcel of land being part of Government Lot 7, Section 2, Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan, described as: Commencing at the Southwest corner of Section 2; thence North 00 degrees 04 minutes 52 seconds East, 1068.70 feet along the West line of Section 2; thence North 71 degrees 37 minutes 53 seconds East, 485.29 feet; thence South 02 degrees 02 minutes 31 seconds West, 139.99 feet; thence South 38 degrees 04 minutes 41 seconds East, 547.76 feet; thence North 88 degrees 43 minutes 01 seconds East, 990.15 feet; thence North 88 degrees 38 minutes 56 seconds East, 187.18 feet to the Point of Beginning; thence North 12 degrees 13 minutes 07 seconds East, 109.07 feet; thence South 77 degrees 46 minutes 53 seconds East, 165.00 feet; thence South 12 degrees 13 minutes 07 seconds West, 90.00 feet; thence North 77 degrees 46 minutes 53 seconds West, 68.18 feet; thence South 88 degrees 38 minutes 56 seconds West 81.10 feet to the Point of Beginning.

NOTE: BEARINGS BASED UPON THE MICHIGAN STATE PLANE COORDINATE SYSTEM NAD 83/94, NORTH ZONE.



WE Energies
Presque Isle Power Plant
231 West Michigan Street, A252
Milwaukee, WI 53203

PROJECT:	2019-004	CHKD:	SOK
DGN:	SJB	APPD:	SOK
DWN:	SJB	DATE:	08/22/2019

Power Plant Property