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DOC.# 10350906

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
Wis. Stat. Sec. 196.491(3e)

Document Number

RECORDED 04/15/2014 08:02AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

The undersigned grantor(s), Milwaukee County

a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as GRANTOR), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE),** its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of Block 2 in Homewood Subdivision and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:
Length: Approximately 1,144 feet
Width: Approximately 131 feet

TRANSMISSION LINES:
Maximum nominal voltage: 138,000 volts
Number of circuits: 1
Number of conductors: 3
Number of static wires: 1
Minimum height above existing landscape (existing ground level): 20.7 feet

TRANSMISSION STRUCTURES:
Type: Monopole
Number: 4
Maximum height above existing ground level: 112 feet

Record this document with the Register of Deeds

Name and Return Address:
American Transmission Company
Attn: Real Estate
P.O. Box 47
Waukesha, WI 53187-0047

Parcel Identification Number(s)
377-9984-00
378-0001-00

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.

7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.

8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.

11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: CHRIS ABELE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarnecki known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary

George L. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/7/14

APPROVED FOR EXECUTION
[Signature]
CORPORATION COUNSEL



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: Joseph Czarnecki

Title: County Clerk

Grantor

EXHIBIT "A"
Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

~~—ADDENDUM—~~

~~The undersigned GRANTOR this ___ day of _____, 20___, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A. —~~

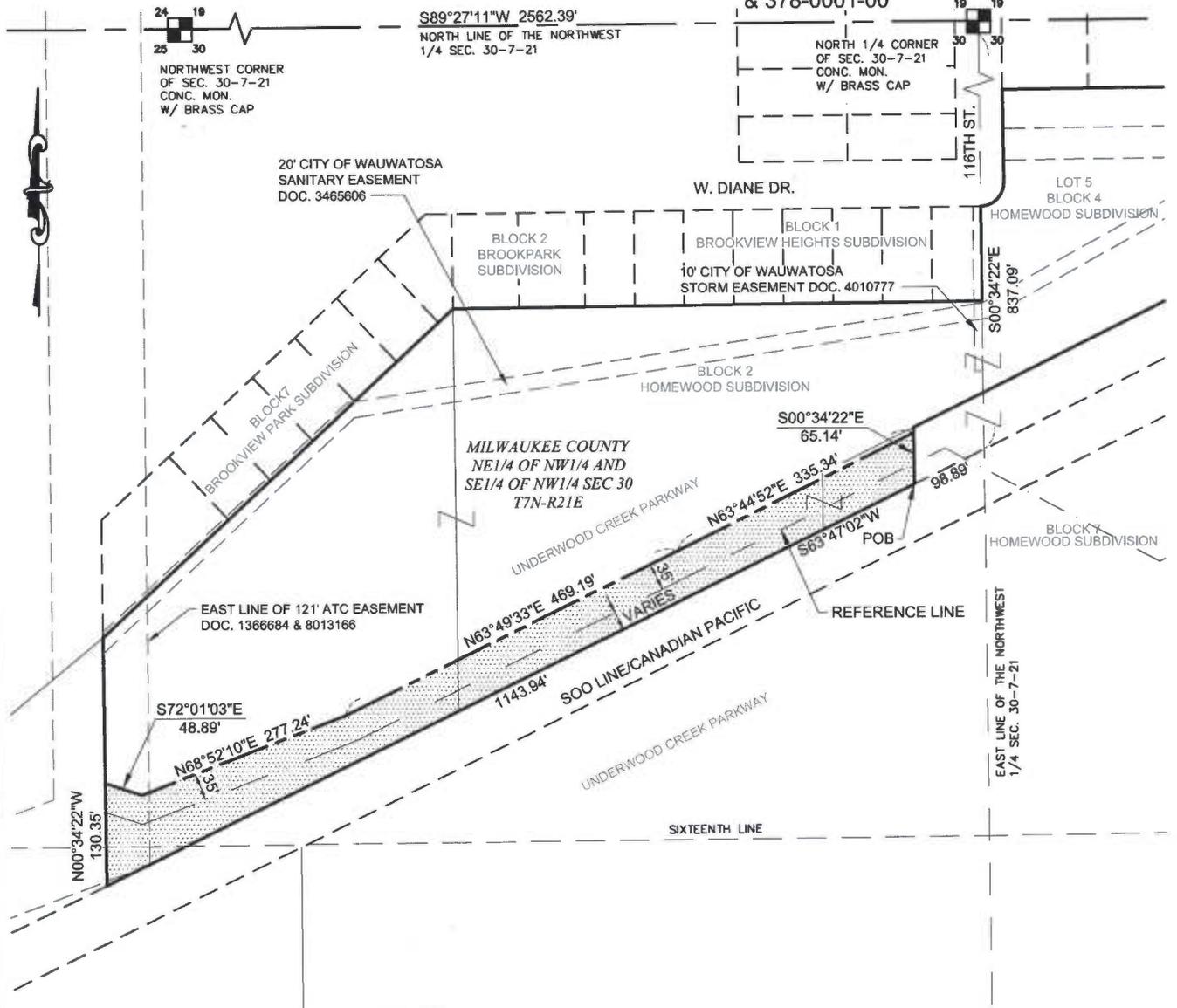
~~Witness: _____ Grantor: _____~~

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 377-9984-00
 & 378-0001-00



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT = 72,844 sq. ft. (1.672 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

J:\JSD Projects\11C4966 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\11C4966-00\BeechRip_for exhibit_Homewood B2.dwg

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET

Drawn :	MJP
Date:	11-12-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

REVISIONS		

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 377-9984-00
 & 378-0001-00

A variable width easement which crosses a part of the grantor's premises, located in that part of Block 2 in Homewood Subdivision and the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the East line of said Northwest Quarter also being the East line of Block 2 in Homewood Subdivision, 837.09' to the North right of way line of the Soo Line/Canadian Pacific Railroad also being the South line of Block 2 in Homewood Subdivision; thence South 63°47'02" West along said North right of way line, 98.89' to the **Point of Beginning (POB)**; thence continuing **South 63°47'02" West** along said North right of way line, **1143.94'** to the West property line the grantor; thence **North 00°34'22" West** along said West line, **130.35'**; thence **South 72°01'03" East, 48.89'**; thence **North 68°52'10" East, 277.24'**; thence **North 63°49'33" East, 469.19'**; thence **North 63°44'52" East, 335.34'**; thence **South 00°34'22" East, 65.14'** to the **Point of Beginning**. Containing **72,844 square feet (1.672 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\9984-00\BeeerWp_for exhibit_Homewood B2.dwg

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY</p>	Drawn : MJP	
		Date: 11-12-2013	
		Scale: NA	
		PROJECT NUMBER 11-4969	
		REVISIONS	SHEET NUMBER 2 OF 2



* 1 0 3 5 0 9 0 5 *

DOC.# 10350905

RECORDED 04/15/2014 08:02AM

JOHN LA FAVE

REGISTER OF DEEDS
Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
Wis. Stat. Sec. 196.491(3e)

Document Number

The undersigned grantor(s), MILWAUKEE COUNTY

a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as GRANTOR), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE),** its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of Block 7, part of Lots 1 and 2 of Block 5, and part of Block 1, all in Homewood Subdivision, located in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 30, and part of the Southeast 1/4 of the Southeast 1/4 of Section 19, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 2,921 feet

Width: Approximately 87 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: 8

Maximum height above existing ground level: 116 feet

TRANSMISSION LINES:

Maximum nominal voltage:

138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Minimum height above existing landscape (existing ground level):

20.7 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company
Attn: Real Estate

P.O. Box 47
Waukesha, WI 53187-0047

Parcel Identification Number(s)

378-0053-03 375-9992-02
378-0024-00
378-9996-00
378-0008-00

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.

7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.

8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.

11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature
Printed Name: CHRIS ABELE
Title: COUNTY EXECUTIVE
Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarneski known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary

George L Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/17/14

APPROVED FOR EXECUTION
[Signature]
CORPORATION COUNSEL



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature
Printed Name: Joseph Czarneski
Title: County Clerk
Grantor

EXHIBIT "A"

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

~~ADDENDUM~~

~~The undersigned GRANTOR this ___ day of _____, 20___, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.~~

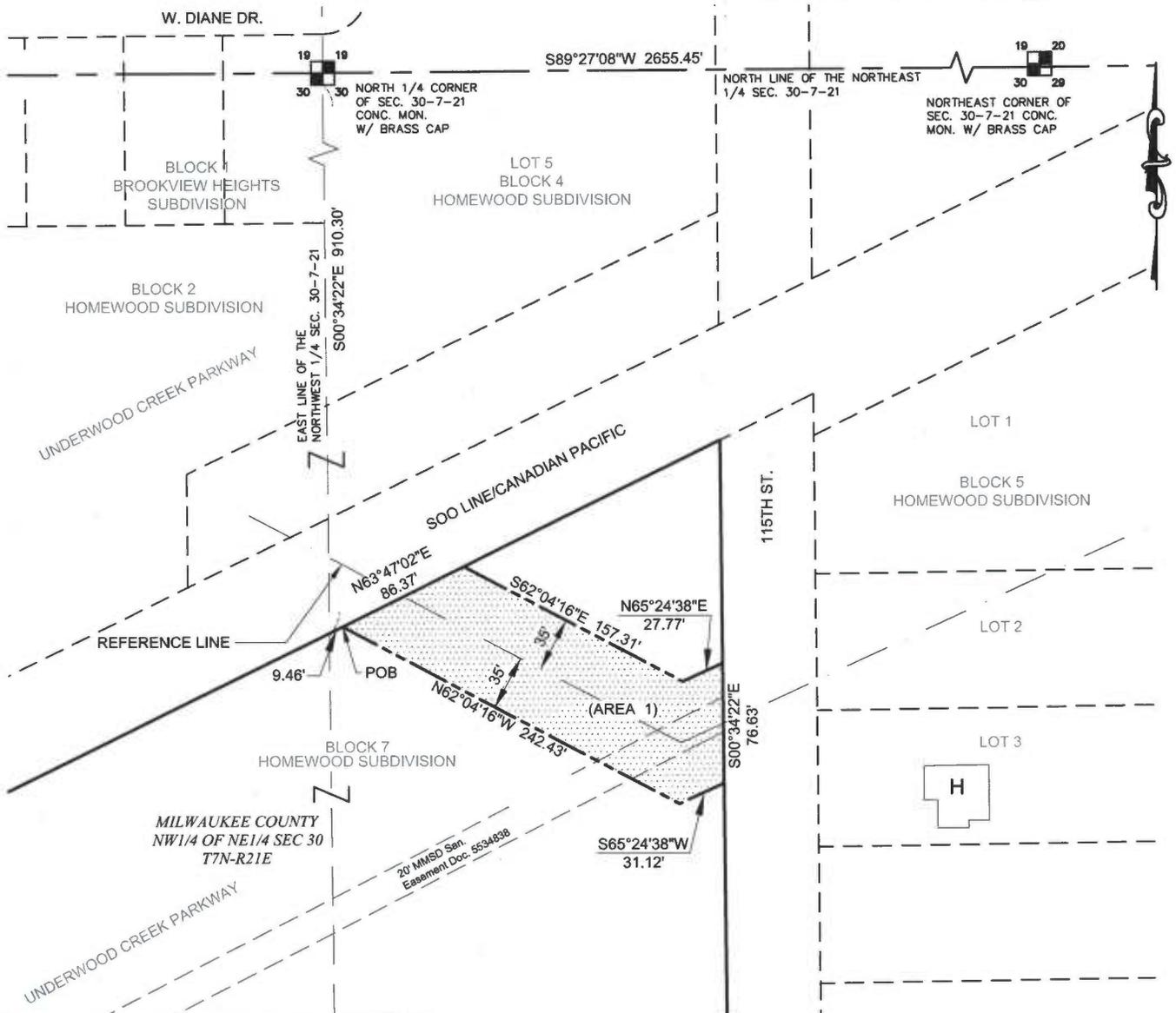
~~Witness: _____ Grantor: _____~~

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 378-0053-03



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT (AREA 1) = 16,052 sq. ft. (0.368 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 100'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 7

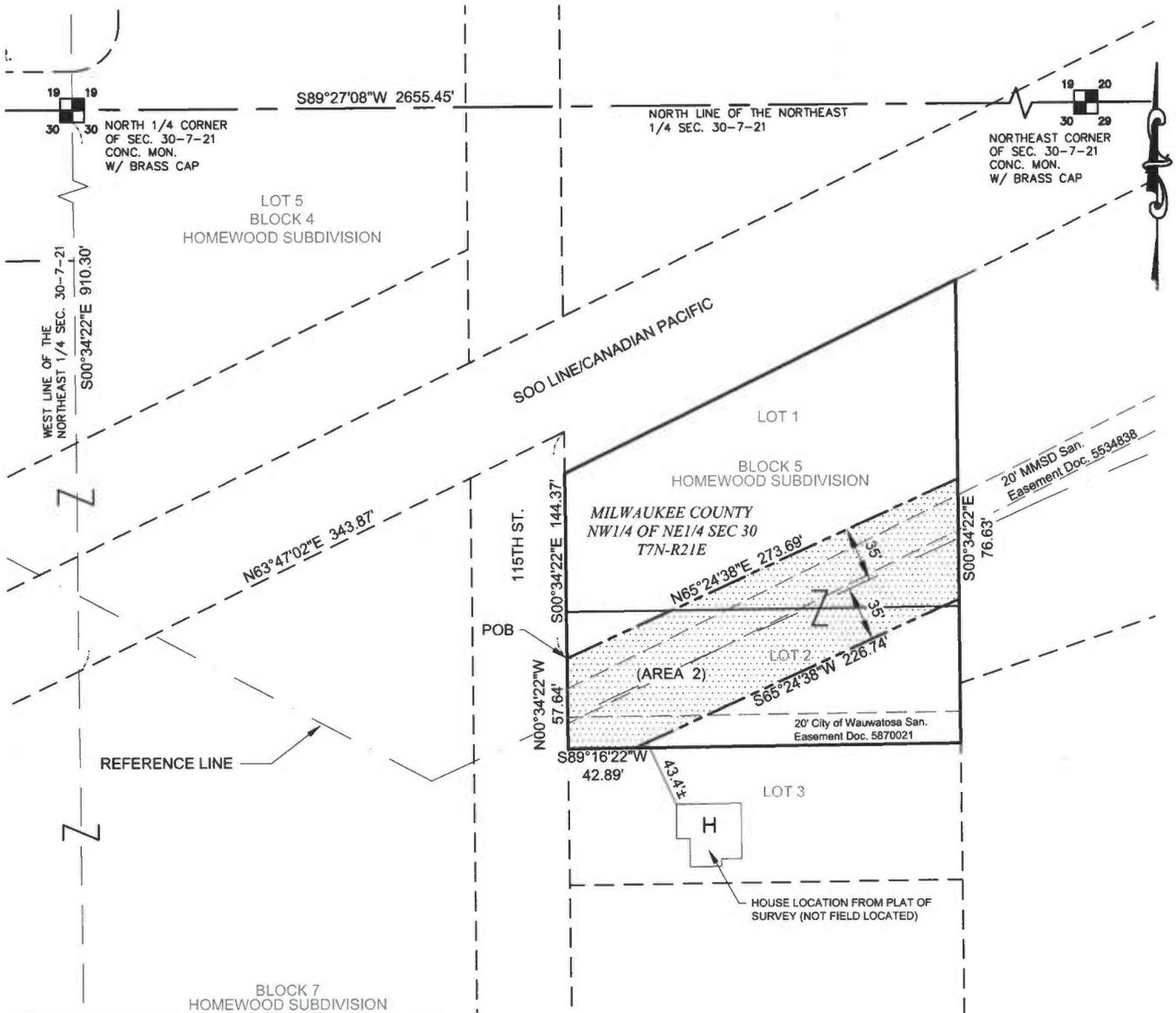
REVISIONS		

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Combine_W-E_Milwaukee\Area1_378-0053-03.dwg

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 378-0024-00



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT (AREA 2) = 18,751 sq. ft. (0.430 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

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JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners

ATC
AMERICAN TRANSMISSION COMPANY

SCALE IN FEET

0 100'

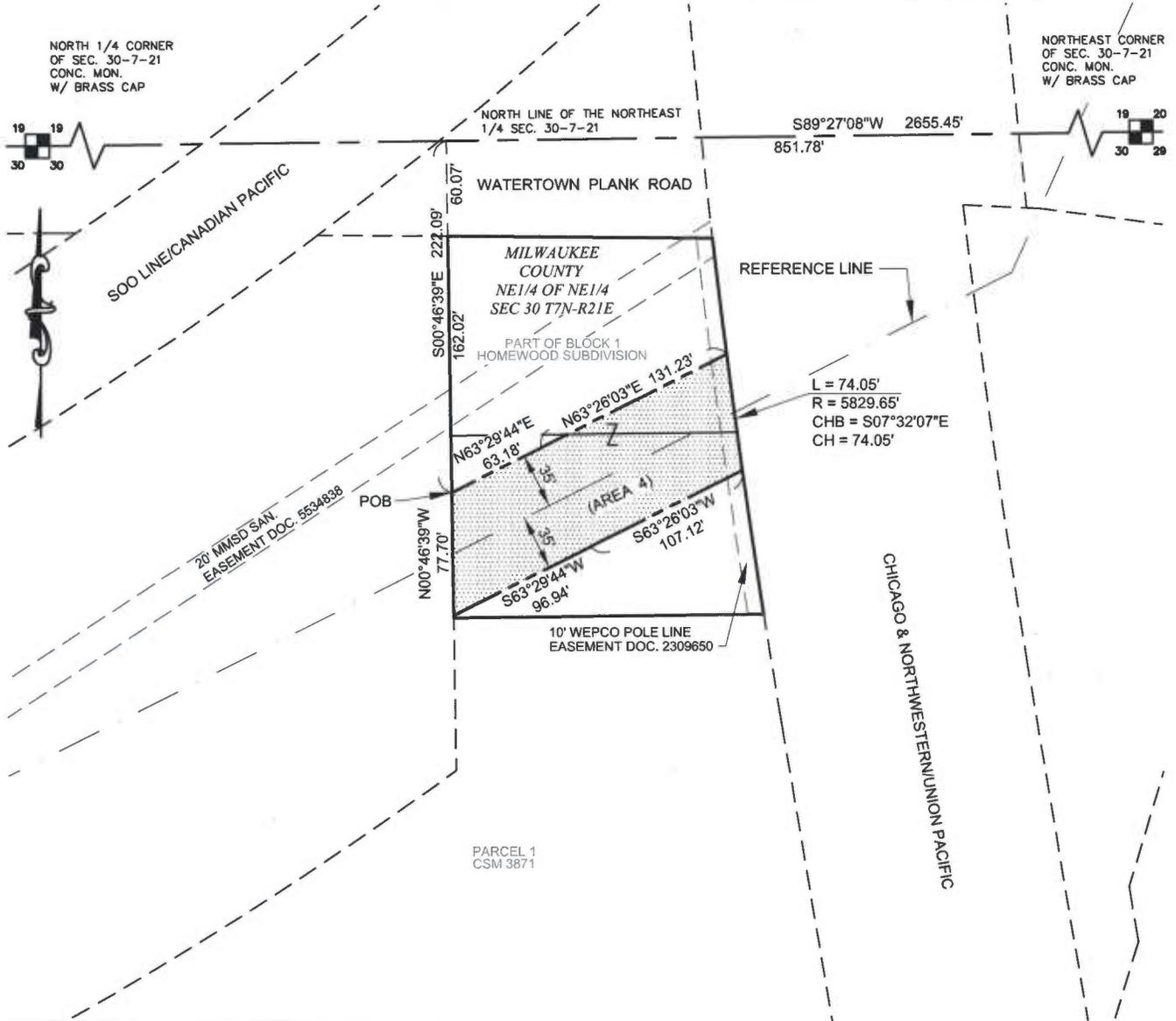
REVISIONS		

Drawn :	MJP
Date:	11-01-2313
Scale:	1" = 100'
PROJECT NUMBER	11-4969
SHEET NUMBER	2 OF 7

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 378-0008-00



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT (AREA 4) = 13,941 sq. ft. (0.320 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
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SCALE IN FEET

0 100'

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 100'
PROJECT NUMBER	11-4969
SHEET NUMBER	4 OF 7

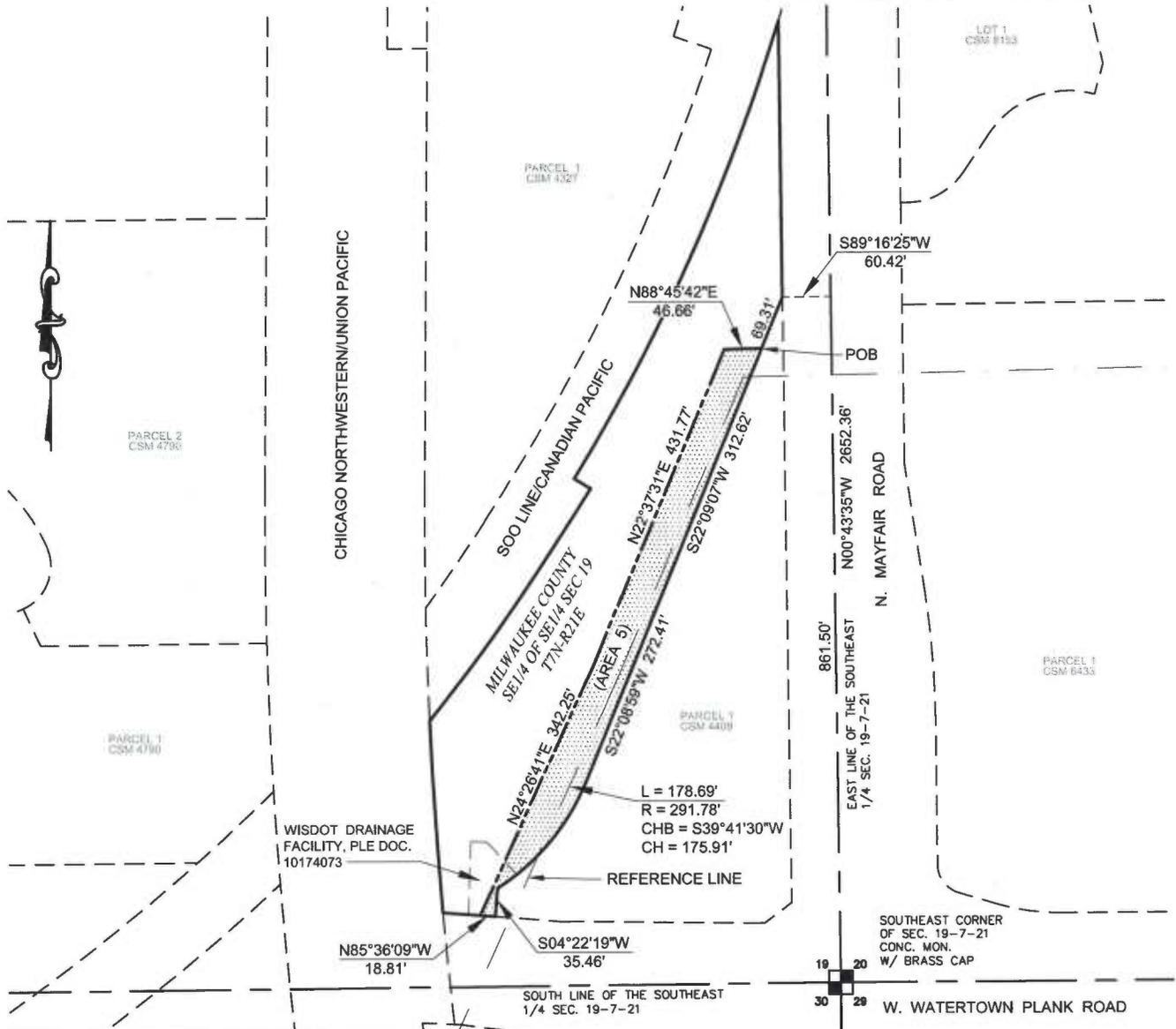
REVISIONS		

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EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 375-9992-02



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT (AREA 5) = 34,274 sq. ft. (0.787 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET



REVISIONS

Drawn :	MJP
Date:	11-01-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	5 OF 7

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EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PKWY. COURT
WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
901 N. 9TH STREET, RM. 105
MILWAUKEE, WI 53232

(AREA 1 TAX KEY NUMBER: 378-0053-03) (SEE SHEET 1 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, being a part of Block 7 in Homewood Subdivision in the Northwest Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the West line of said Northeast Quarter, 910.30' to the South right of way line of the Soo Line/Canadian Pacific Railroad and the North property line of the grantor also being the North line of Block 7 in Homewood Subdivision; thence North 63°47'02" East along said North property line of the grantor, 9.46 to the **Point of Beginning (POB)**; thence continuing **North 63°47'02" East** along said North property line of the grantor, **86.37'**; thence **South 62°04'16" East, 157.31'**; thence **North 65°24'38" East, 27.77'** to the West right of way line of North 115th Street; thence **South 00°34'22" East** along said West line, **76.63'**; thence **South 65°24'38" West, 31.12'**; thence **North 62°04'16" West, 242.43'** to the aforesaid North property line of the grantor and the **Point of Beginning**. Containing **16,052 square feet (0.368 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 2 TAX KEY NUMBER: 378-0024-00) (SEE SHEET 2 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, that part of Lots 1 and 2 of Block 5 in Homewood Subdivision in the Northwest Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 30; thence South 00°34'22" East along the West line of said Northeast Quarter, 910.30' to the South right of way line of the Soo Line/Canadian Pacific Railroad; thence North 63°47'02" East along said South right of way line, 343.87' to the East right of way line of North 115th Street also being the West line of the aforesaid Block 5 in Homewood Subdivision extended; thence South 00°34'22" East along said West line of Block 5, 144.37' to the **Point of Beginning (POB)**; thence **North 65°24'38" East, 273.69'** to the East property line of the grantor also being the East line of said Block 5; thence **South 00°34'22" East** along said East line of the grantor, **76.63'**; thence **South 65°24'38" West, 226.74'** to the South property line of the grantor; thence **South 89°16'22" West** along said South line, **42.89'** to the aforesaid East right of way line of North 115th Street; thence **North 00°34'22" West, 57.64'** to the **Point of Beginning**. Containing **18,751 square feet (0.430 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 3 TAX KEY NUMBER: 378-9996-00) (SEE SHEET 3 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, located in the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the East property line of the grantor extended also being the West line of Block 1 in Homewood Subdivision; thence South 00°46'39" East along said East line extended, 222.09' to the **Point of Beginning (POB)**; thence continuing **South 00°46'39" East** along said East line, **77.70'**; thence **South 63°29'44" West, 368.12'**; thence **South 63°18'48" West, 238.12'**; thence **South 63°21'55" West, 236.42'**; thence **South 67°18'05" West, 452.60'**; thence **South 65°24'38" West, 74.68'** to the West property line of the grantor also being the East line of Block 5 in Homewood Subdivision; thence **North 00°34'22" West** along said West property line, **76.63'**; thence **North 65°24'38" East, 44.64'**; thence **North 67°18'05" East, 451.35'**; thence **North 63°21'55" East, 233.98'**; thence **North 63°18'48" East, 238.20'**; thence **North 63°29'44" East, 401.96'** to the aforesaid East property line of the grantor and to the **Point of Beginning**. Containing **95,898 square feet (2.202 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

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		Date: 11-01-2013	
		Scale: NA	
		PROJECT NUMBER	11-4969
		SHEET NUMBER	6 OF 7
REVISIONS			

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232

(AREA 4 TAX KEY NUMBER: 378-0008-00) (SEE SHEET 4 OF 7)

A 70 foot wide easement which crosses a part of the grantor's premises, being part of Block 1 in Homewood Subdivision, located in the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the West line of said Block 1, being the West property line of the grantor extended; thence South 00°46'39" East along said West property line extended, 222.09' to the **Point of Beginning (POB)**; thence **North 63°29'44" East, 63.18'**; thence **North 63°26'03" East, 131.23'** to the East property line of the grantor also being the West right of way line of the Chicago & Northwestern/Union Pacific Railroad and the start of a non-tangent curve to the left; thence southerly **74.05'** along said east line of the grantor and curve to the left, whose **Radius is 5829.65'** and whose chord bears **South 07°32'07" East, 74.05'**; thence **South 63°26'03" West, 107.12'**; thence **South 63°29'44" West, 96.94'** to the aforesaid West property line of the grantor; thence **North 00°46'39" West** along said West line, **77.70'** to the **Point of Beginning**. Containing **13,941 square feet (0.320 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

(AREA 5 TAX KEY NUMBER: 375-9992-02) (SEE SHEET 5 OF 7)

A variable width easement which crosses a part of the grantor's premises, located in the Southeast Quarter of the Southeast Quarter of Section 19, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southeast Corner of said Section 19; thence North 00°43'35" West along the East line of said Southeast Quarter, 861.50'; thence South 89°16'25" West, 60.42' to the West right of way line of North Mayfair Road and the North corner of Parcel 1 of CSM 4409; thence South 22°09'07" West along the West line of CSM 4409 also being the East property line of the grantor, 69.31' to the **Point of Beginning (POB)**; thence continuing **South 22°09'07" West** along said East property line, **312.62'**; thence continuing **South 22°08'59" West** along said East property line, **272.41'** to the start of a curve to the right; thence **Southwesterly** along said curve to the right **178.69'**, whose **Radius is 291.78'** and whose Chord bears **South 39°41'30" West, 175.91'** to a non-tangent line; thence **South 04°22'19" West, 35.46'** to the North right of way line of West Watertown Plank Road; thence **North 85°36'09" West** along said North right of way line, **18.81'**; thence **North 24°26'41" East, 342.25'**; thence **North 22°37'31" East, 431.77'**; thence **North 88°45'42" East, 46.66'** to the aforesaid East property line of the grantor and to the **Point of Beginning**. Containing **34,274 square feet (0.787 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Total area containing **178,916 square feet (4.107 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

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		Drawn : MJP	
		Date: 11-01-2013	
		Scale: NA	
		PROJECT NUMBER 11-4969	
		REVISIONS	SHEET NUMBER 7 OF 7



DOC.# 10350909

RECORDED 04/15/2014 08:02AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
Wis. Stat. Sec. 196.491(3e)

Document Number

The undersigned grantor(s), MILWAUKEE COUNTY

a **Municipal Corporation** duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as **GRANTOR**), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE)**, its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Lot 2 of CSM 7371, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin. *sec. 20*

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 989 feet
Width: Approximately 75 feet

TRANSMISSION LINES:

Maximum nominal voltage:
138,000 volts
Number of circuits: 1
Number of conductors: 3
Number of static wires: 1

TRANSMISSION STRUCTURES:

Type: Monopole
Number: 3
Maximum height above existing ground level: 105 feet

Minimum height above existing landscape (existing ground level):
20.7 feet

Record this document with the Register of Deeds

Name and Return Address:

American Transmission Company
Attn: Real Estate
P.O. Box 47
Waukesha, WI 53187-0047

Parcel Identification Number(s)

374-9999-20
374-9999-16

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

- 5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

6) Grantee understands that this Easement partially encumbers a road that Grantor uses and maintains for its operations. Grantee agrees that it shall not block the portion of the road that lies outside of the Easement Strip. Grantee also agrees, while performing any operations within the easement and on the road it will conduct such operations such that at least a single lane of ingress and egress for Grantor's vehicles and equipment will be open for Grantor's use. Except in emergencies, Grantee will provide reasonable advance notice to Grantor of its intention to perform any activities within the Easement Strip.

7) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.

8) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.

9) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

10) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

11) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.

12) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein, except the GRANTOR and GRANTEE are aware that the GRANTOR is negotiating with the owners of 1200 N. Mayfair Rd. for the sale of a portion of the lands described herein, and that the potential existence of the easement granted herein has been a part of such negotiations. GRANTOR represents that the negotiations with the owners of 1200 N. Mayfair Rd. are ongoing, but that the actual sale has not taken place as of this date, and will not take place any sooner than 10 days after this date.

13) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

14) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: CHRIS ABELE

Title: COUNTY EXECUTIVE

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarnetzki known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary

George H. Christenson
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 8/17/14



WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature

Printed Name: Joseph Czarnetzki

Title: County Clerk

Grantor

APPROVED FOR EXECUTION
[Signature]
CORPORATION COUNSEL

EXHIBIT "A"

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.

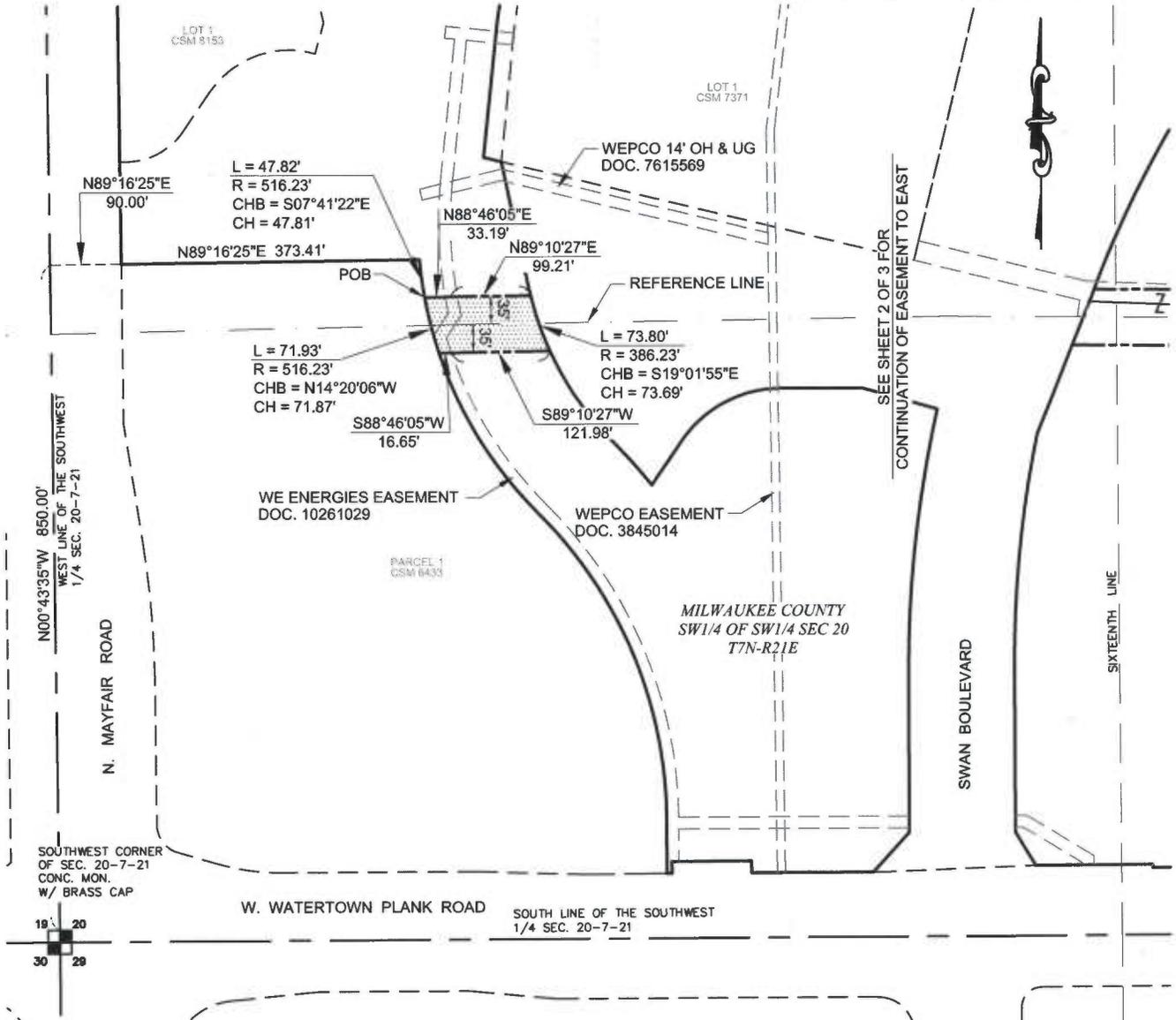
Witness: _____ Grantor: _____

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 374-9999-20



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT = 9,459 sq. ft. (0.217 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT



Drawn :	MJP
Date:	12-10-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 3

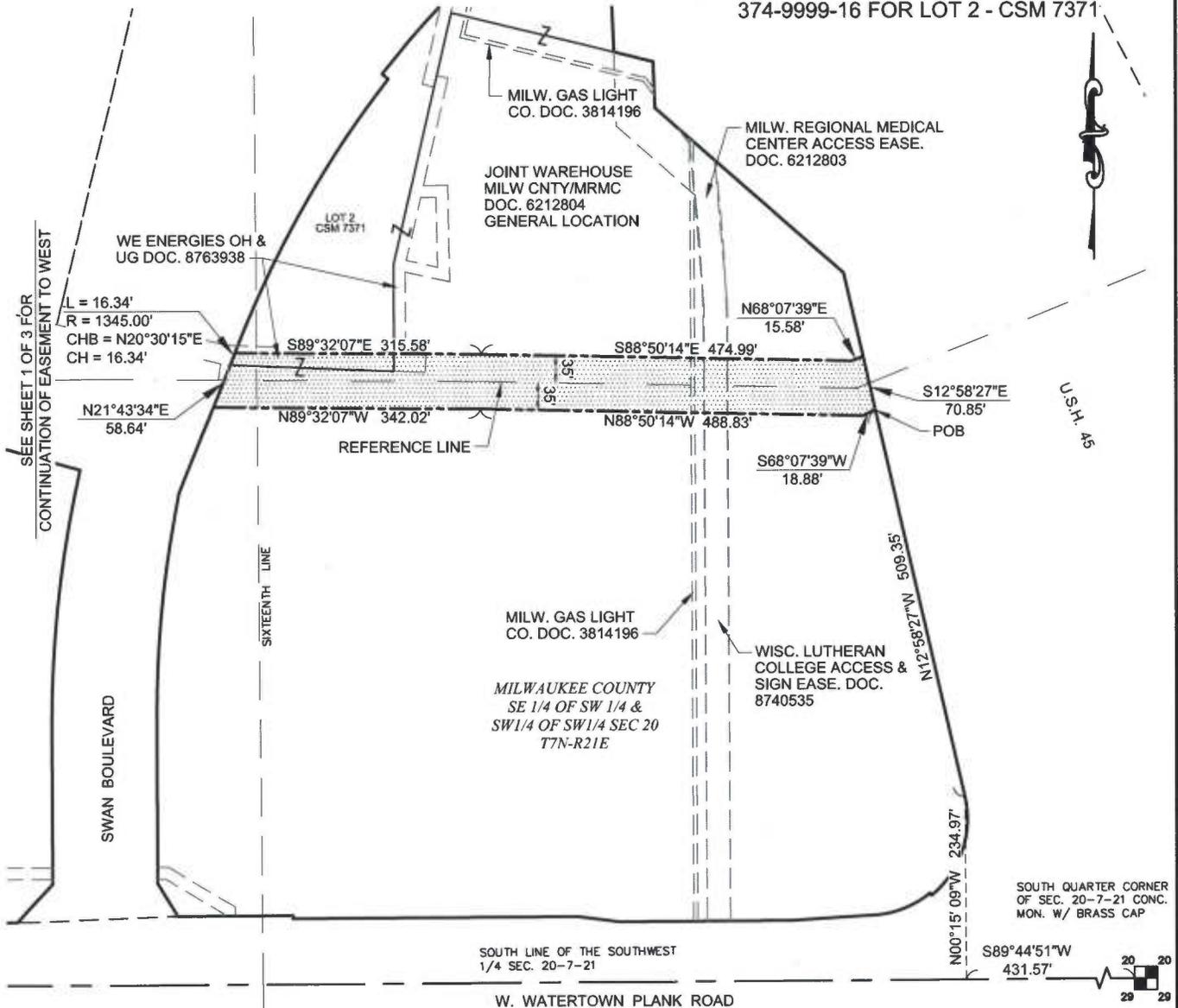
REVISIONS		

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EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 374-9999-20 &
 374-9999-16 FOR LOT 2 - CSM 7371



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JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET

0 200'

REVISIONS		
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Drawn :	MJP
Date:	12-10-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	2 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 374-9999-20 &
 374-9999-16 FOR LOT 2 - CSM 7371

A 70 foot wide easement which crosses a part of the grantor's premises, located in the Southwest Quarter of the Southwest Quarter of Section 20, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Section 20; thence North 00°43'35" West along the West line of said Southwest Quarter, 850.00'; thence North 89°16'25" East, 90.00' to the East right of way line of North Mayfair Road and the Northwest corner of Parcel 1 of CSM 6433, thence continuing North 89°16'25" East along the North line of said CSM 6433, 373.41' to the Northeast corner of said CSM 6433 and the start of a non-tangent curve to the Left; thence Southeasterly, 47.82' along the East line of CSM 6433 and said curve to the left also being the West property line of the grantor, whose Radius is 516.23' and whose chord bears South 07°41'22" East, 47.81' to a non-tangent line and the **Point of Beginning (POB)**; thence **North 88°46'05" East, 33.19'**; thence **North 89°10'27" East, 99.21'** to the West right of way line of Swan Boulevard and the East property line of the grantor also the start of a non-tangent curve to the left; thence **Southeasterly, 73.80'** along said East line of the grantor and the West right of way line of Swan Boulevard and curve to the left whose **Radius is 386.23'** and whose chord bears **South 19°01'55" East, 73.69'** to a non-tangent line; thence **South 89°10'27" West, 121.98'**; thence **South 88°46'05" West, 16.65'** to the aforesaid West property line of the grantor and to the start of a non-tangent curve to the right also being the aforesaid East line of CSM 6433; thence **Northerly, 71.93'** along said West line of the grantor, whose **Radius is 516.23'** and whose chord bears **North 14°20'06" West, 71.87'** to the **Point of Beginning**. Containing **9,459 square feet (0.217 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Also a 70 foot wide easement which crosses a part of the grantor's premises, located in that part of Lot 2 of CSM 7371 and the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 20, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the South Quarter Corner of said Section 20; thence South 89°44'51" West along the South line of said Southwest Quarter, 431.57'; thence North 00°15'09" West, 234.97' to the West right of way line of U.S.H. 45 and the East property line of the grantor; thence North 12°58'27" West along the West right of way line of U.S.H. 45 and said East property line of the grantor, 509.35' to the **Point of Beginning (POB)**; thence **South 68°07'39" West, 18.88'**; thence **North 88°50'14" West, 488.83'**; thence **North 89°32'07" West, 342.02'** to the East right of way line of Swan Boulevard and the West property line of the grantor; thence **North 21°43'34" East, 58.64'** along said West property line to the start of a curve to the right; thence Northeasterly **16.34'** along the West line of the grantor and said curve to the right whose **Radius is 1345.00'** and whose chord bears **North 20°30'15" East, 16.34'** to a non-tangent line; thence **South 89°32'07" East, 315.58'**; thence **South 88°50'14" East, 474.99'**; thence **North 68°07'39" East, 15.58'** to the aforesaid West right of way line of U.S.H. 45 and the aforesaid East property line of the grantor; thence **South 12°58'27" East** along said East property line of the grantor, **70.85'** to the **Point of Beginning**. Containing **57,944 square feet (1.330 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

Combined totals containing **67,403 square feet (1.547 acres)** more or less.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\374-9999-15.dwg

		Drawn : MJP	
		Date: 12-10-2013	
		Scale: NA	
		PROJECT NUMBER 11-4969	
		REVISIONS	SHEET NUMBER 3 OF 3



DOC.# 10350903

RECORDED 04/15/2014 08:02AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

ACCESS EASEMENT

Document Number

THIS INDENTURE, made by and between **MILWAUKEE COUNTY**, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "Grantor", and **AMERICAN TRANSMISSION COMPANY LLC**, a Wisconsin limited liability company, hereinafter called "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of lands being a part of the Southwest 1/4 of the Southwest 1/4 of Section 21, and part of the Northwest 1/4 of the Northwest 1/4 of Section 28, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, as shown on the attached drawing marked Exhibit "A", and

WHEREAS, Grantee desires to acquire a permanent easement for purposes of access to an electric substation owned by others. Such access will be over Grantor's land from Watertown Plank Road, and

WHEREAS, Grantor is willing to grant a permanent easement to Grantee for access purposes;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby give and grant unto Grantee a permanent easement for 24-hour unrestricted access upon, over and across premises of Grantor.

The approximate location of the permanent access easement is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

THIS PERMANENT ACCESS EASEMENT is granted upon the following terms and conditions:

1. Grantee shall use the permanent access easement for vehicular and/or pedestrian traffic only and in such a manner that it will not interfere with or create a hazard to the operations, equipment or improvements of Grantor. Grantee agrees that no vehicles or equipment will be parked or materials of any kind will be stored temporarily or permanently on said easement strip.
2. Grantee shall, in the use of said easement strip, comply with all laws, ordinances, rules and regulations of the City of Wauwatosa and Milwaukee County and other governmental bodies having jurisdiction over the operations of Grantee.
3. This easement is nonexclusive and Grantor reserves the right to grant rights to others for such other purposes as Grantor may deem necessary, as long as such rights granted in others do not unreasonably impact Grantee's ability to exercise its full rights contained herein.
4. The Grantor reserves the right, at its expense, to change the locations of such access easement from time to time, provided, however, that any such changed location shall provide reasonably convenient access sufficient for Grantee's purposes at all times. If the access easement shall be relocated by the Grantor, the Grantee and Grantor shall execute a recordable document amending the legal description thereof, and such document shall be recorded with the Register of Deeds of Milwaukee County.
5. Grantee shall be responsible for the cost and expense of maintenance of the access easement, which costs may be shared jointly with other entities holding easement rights to the property subject to this access easement. Grantor shall not be responsible for costs of operation and maintenance of the property that is subject to this access easement.

Recording Area

Name and Return Address
AMERICAN TRANSMISSION COMPANY
REAL ESTATE DEPARTMENT
PO BOX 47
WAUKESHA, WI 53187-0047

Parcel Identification Number(s)
372-9999-17
381-9999-20

6. GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

The covenants herein contained shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this 3 day of April, 2014.

In Presence of:

[Signature]

[Signature] (SEAL)
Chris Abele, County Executive

[Signature]

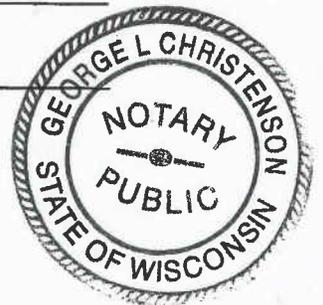
[Signature] (SEAL)

STATE OF WISCONSIN)
: SS
COUNTY OF MILWAUKEE

Personally came before me this 3rd day of April, 2014, the above named Chris Abele, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin
My commission expires 8/17/14



STATE OF WISCONSIN)
: SS
COUNTY OF MILWAUKEE

Personally came before me this 3rd day of April, 2014, the above named Joseph Crumley, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

FOR EXECUTION
[Signature]
CORPORATION COUNSEL.

[Signature]

Notary Public, State of Wisconsin
My commission expires 8/17/14



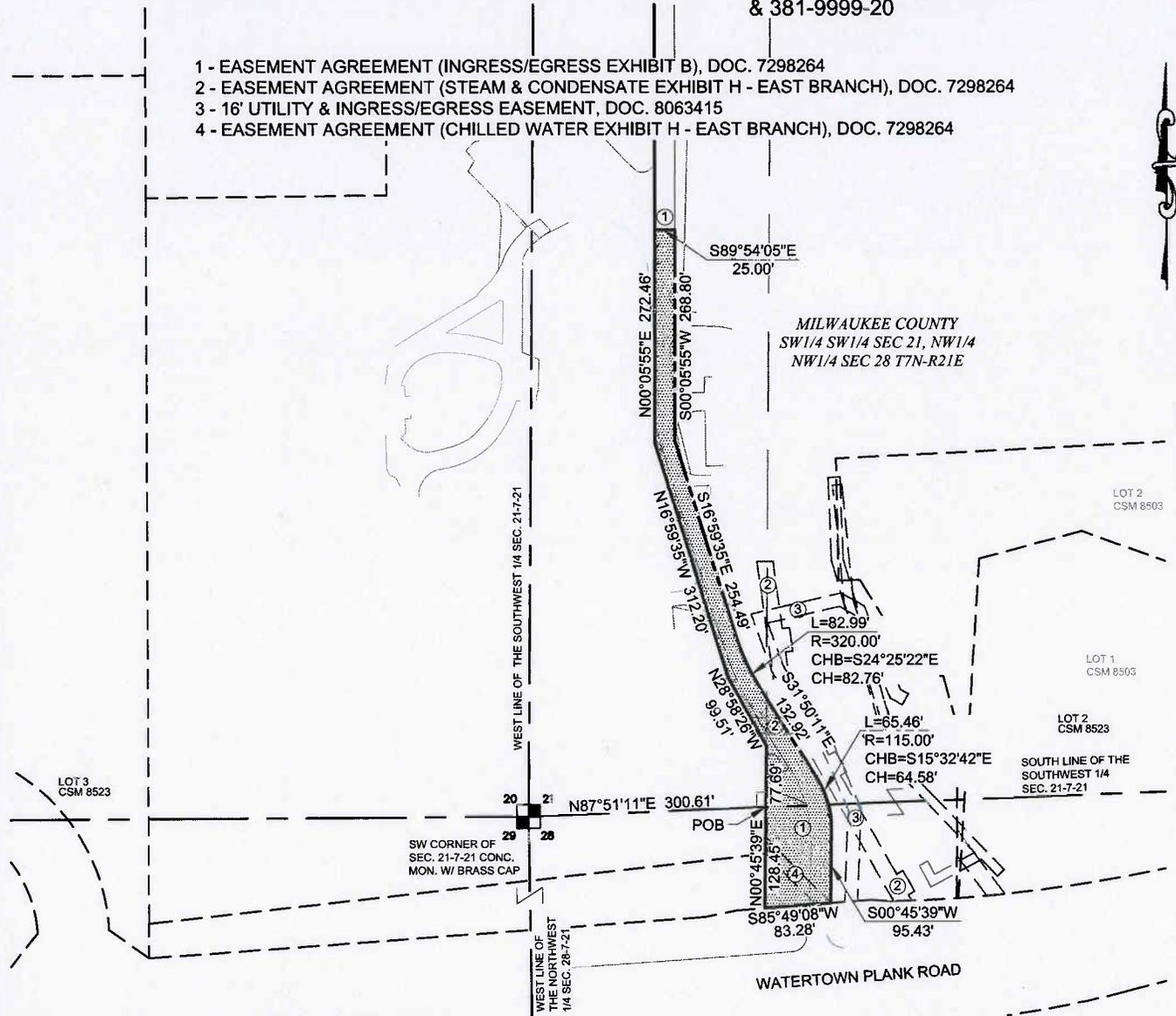
This instrument was drafted by Kim Stratton on behalf of American Transmission Company, PO Box 47 Waukesha, WI 53187-0047.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53233
 TAX KEY NUMBER: 372-9999-17
 & 381-9999-20

- 1 - EASEMENT AGREEMENT (INGRESS/EGRESS EXHIBIT B), DOC. 7298264
- 2 - EASEMENT AGREEMENT (STEAM & CONDENSATE EXHIBIT H - EAST BRANCH), DOC. 7298264
- 3 - 16' UTILITY & INGRESS/EGRESS EASEMENT, DOC. 8063415
- 4 - EASEMENT AGREEMENT (CHILLED WATER EXHIBIT H - EAST BRANCH), DOC. 7298264



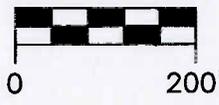
LEGEND	
	ACCESS EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

MAP KEY	
	ATC ACCESS EASEMENT = 32,939 sq. ft. (0.756 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT



SCALE IN FEET



REVISIONS		

Drawn :	MJP
Date:	12-10-2013
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

J:\JSD Projects\1104969 ATC - W Milwaukee Co\atc Exhibits\Milwaukee County\atc\372-9999-012_010_009\Buser\atp_for exhibit_MC occurs.dwg

EASEMENT DESCRIPTION MAP (EXHIBIT A)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53233
 TAX KEY NUMBER: 372-9999-17
 & 381-9999-20

A variable width access easement which crosses a part of the grantor's premises, located in the Southwest Quarter of the Southwest Quarter of Section 21 and the Northwest Quarter of the Northwest Quarter of Section 28, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said Section 21; thence North 87°51'11" East along the South line of said Southwest Quarter, 300.61' to the West property line of the grantor and to the **Point of Beginning (POB)**; thence **North 00°45'39" East** along said West property line of the grantor, **77.69'**; thence **North 28°58'26" West** along said West property line of the grantor, **99.51'**; thence **North 16°59'35" West** along said West property line of the grantor, **312.20'**; thence **North 00°05'55" East** along said West property line of the grantor, **272.46'**; thence **South 89°54'05" East, 25.00'**; thence **South 00°05'55" West, 268.80'**; thence **South 16°59'35" East, 254.49'** to the start of a curve to the left, thence **82.99'** along said curve to the left whose radius is **320.00'** and whose chord bears **South 24°25'22" East, 82.76'**; thence **South 31°50'11" East, 132.92'** to the start of a curve to the right, thence **65.46'** along said curve to the right whose radius is **115.00'** and whose chord bears **South 15°32'42" East, 64.58'**; thence **South 00°45'39" West, 95.43'** to the North right of way of Watertown Plank Road; thence **South 85°49'08" West** along said North right of way of Watertown Plank Road, **83.28'**; thence **North 00°45'39" East, 128.45'** to the **Point of Beginning**. Containing **32,939 square feet (0.756 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\372-9999-012_010_009\ExamRfp_for exhibit_JMC_eccases.dwg

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY A E I C A N T I A N S M I S S I O N C O M P A N Y</p>	Drawn : MJP	
		Date: 12-10-2013	
		Scale: NA	
		PROJECT NUMBER 11-4969	
		REVISIONS	SHEET NUMBER 2 OF 2



DOC.# 10350907

RECORDED 04/15/2014 08:02AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)
Wis. Stat. Sec. 196.491(3e)

Document Number

The undersigned grantor(s), MILWAUKEE COUNTY

a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (herein after referred to as GRANTOR), in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company (herein after referred to as GRANTEE),** its successors, assigns, licensees and and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as GRANTEE may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the GRANTOR, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described as follows:

Part of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The legal description and location of the Easement Strip is as described and shown on the attached survey, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:
Length: Approximately 1,026 feet
Width: Approximately 70 feet

TRANSMISSION LINES:
Maximum nominal voltage: 138,000 volts
Number of circuits: 1
Number of conductors: 3
Number of static wires: 1
Minimum height above existing landscape (existing ground level): 20.7 feet

TRANSMISSION STRUCTURES:
Type: Monopole
Number: 1
Maximum height above existing ground level: 105 feet

Record this document with the Register of Deeds

Name and Return Address:
American Transmission Company
Attn: Real Estate
P.O. Box 47
Waukesha, WI 53187-0047
Parcel Identification Number(s)
380-9999-09

The GRANTEE is also granted the associated necessary rights to:

- 1) Enter upon the Easement Strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the GRANTEE deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said Easement Strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the GRANTOR located outside of said Easement Strip that in GRANTEE'S judgment, may interfere with GRANTEE'S full use of the Easement Strip for the purposes stated herein and that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the COUNTY adjacent to said Easement Strip for such purpose.

The easement grant is further subject to the following terms and conditions:

5) At its option, GRANTEE will containerize and dispose of excavated or displaced soil due to GRANTEE's construction activities, or will grade the soil at the same elevation as it was prior to construction commencing under this easement. In addition, the GRANTEE shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

6) GRANTOR, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the Easement Strip. The GRANTOR, for itself, its successors and assigns, further agrees that within the limits of the Easement Strip it will not construct, install or erect any structures, improvements or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the GRANTEE. Said approval will not be unreasonably withheld and the review will be made in a timely fashion at no cost to the GRANTOR.

7) If GRANTEE abandons or discontinues operation of the transmission line upon receiving commission approval pursuant to Wis. Stat. 196.81, then GRANTEE will be responsible for the removal of all GRANTEE FACILITIES from the Easement Strip and restoring grade in areas disturbed by GRANTEE to match adjacent grades. In addition GRANTEE will record a release of this Easement with the Milwaukee County Register of Deeds office.

8) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

9) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of any Hazardous Materials brought onto and introduced on, in, or under the Easement Strip, or GRANTOR PROPERTY, by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 8, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Easement Strip or GRANTOR PROPERTY that are discovered or disturbed by GRANTEE or its agents during construction activities in the Easement Strip, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

10) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean Grantee.

11) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

12) This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

13) GRANTEE shall maintain GRANTEE FACILITIES in good order and condition, and GRANTOR reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; however, no acts by GRANTOR in regards to such reservations may inhibit GRANTEE from fully exercising the rights granted to it in this easement.

It is understood and agreed that the Landowner shall have the right to maintain the present existing building within the above described strip of land; however, the Landowner agrees not to enlarge or improve said building or install any antennae or other appendages on said building which will cause Grantee's facilities to be in violation of any applicable laws and governmental regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto, or perform any work on said building other than normal maintenance of said structure within said described strip of land. It is understood and agreed, however, that the Landowner has the right to repair the existing structure within its present boundaries in said strip of land, in the event of destruction, damage or deterioration.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this 3 day of April, 2014.

By [Signature] (SEAL)
Signature
Printed Name: CHRIS ABELE
Title: COUNTY EXECUTIVE
Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)^{ss}

Personally came before me this 3rd day of April, 2014, the above named Chris Abele and Joseph Czarnetzki known to be the person(s) who executed the foregoing instrument and acknowledged same.

[Signature]
Signature of Notary
George L. Christenson
Printed Name of Notary

APPROVED FOR EXECUTION
[Signature]
CORPORATION COUNSEL



Notary Public, State of Wisconsin
My Commission expires (is) 8/17/14

WITNESS the signature(s) of the GRANTOR this 3rd day of April, 2014.

By [Signature] (SEAL)
Signature
Printed Name: Joseph Czarnetzki
Title: County Clerk
Grantor

EXHIBIT "A"

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

The undersigned GRANTOR this ____ day of _____, 20____, does hereby waive the rights in paragraphs (c) through (h) in this Exhibit A.

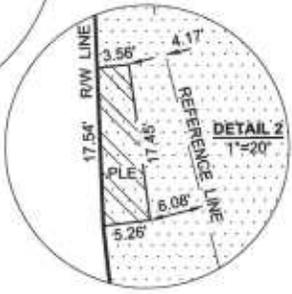
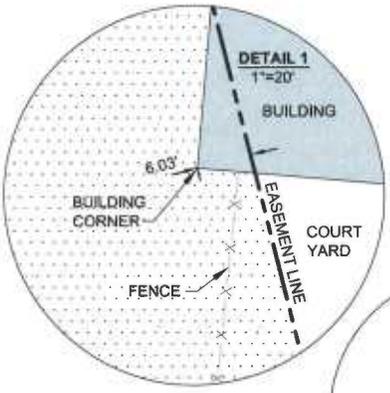
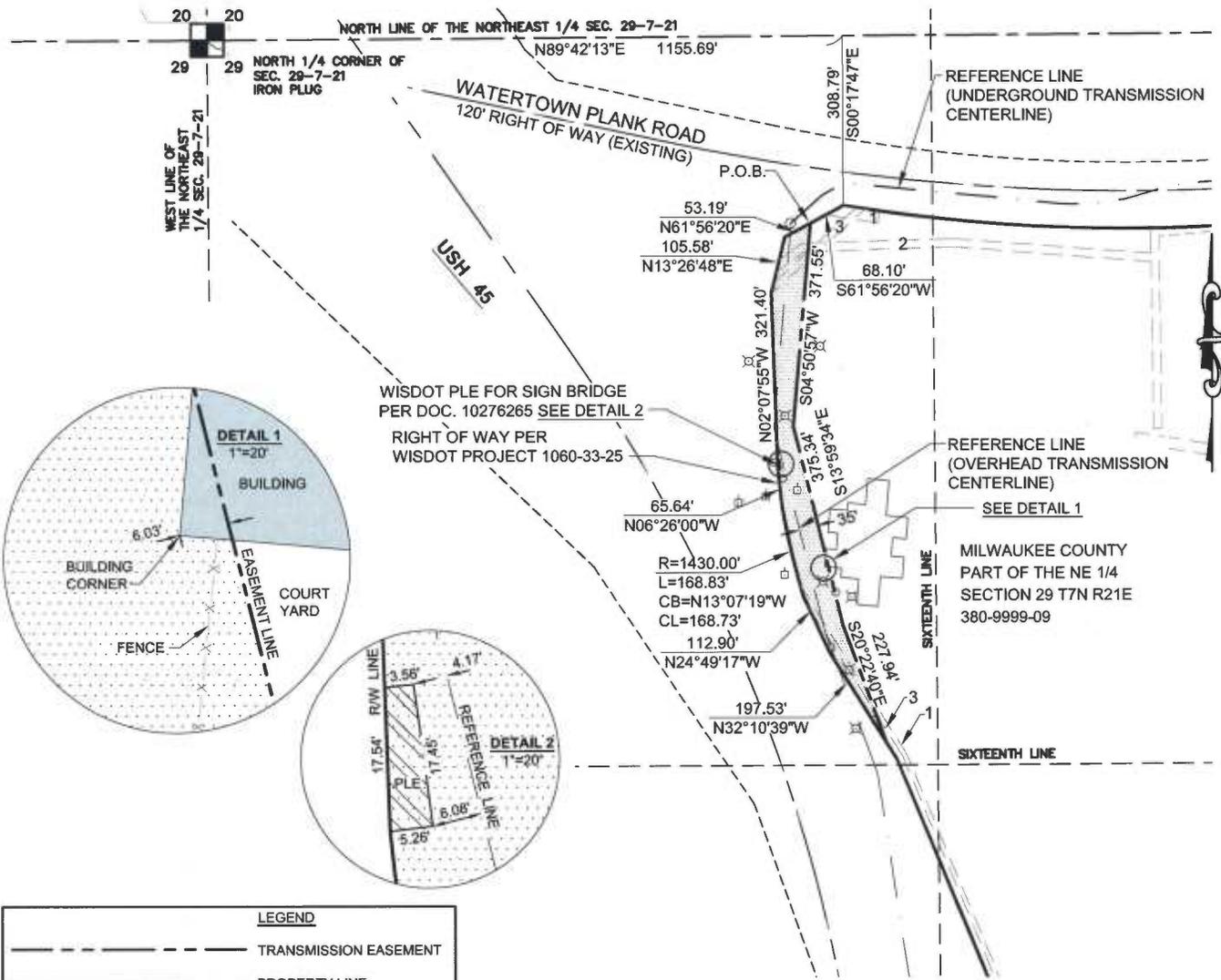
Witness: _____ Grantor: _____

This instrument was drafted by Jessica Basilio and checked by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9th ST. ROOM 105
 MILWAUKEE, WI 53233
 TAX KEY NUMBER: 380-9999-09



LEGEND	
	TRANSMISSION EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	POLE (UNSPECIFIED)
	POWER POLE
	LIGHT POLE

- 1 - WISCONSIN ELECTRIC DISTRIBUTION EASEMENT, DOC. 8398048
- 2 - EASEMENT AGREEMENT (CHILLED WATER), DOC. 7298264
- 3 - WE ENERGIES EASEMENT (ELEC. DISTRIBUTION), DOC. 5113331

MAP KEY	
	ATC TRANSMISSION LINE EASEMENT = 42,087 sq. ft. (0.966 acres) ±

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET

 0 300'

REVISIONS		

Drawn :	MJP
Date:	11-25-2013
Scale:	1" = 300'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

J:\JSD Projects\11-4969 ATC - W Milwaukee Co.\dwg\ATC Exhibits\Milwaukee County\Milwaukee County\11-4969 Exhibit 380-9999-003.dwg

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9th ST., ROOM 105
 MILWAUKEE, WI 53233
 TAX KEY NUMBER: 380-9999-09

A variable width easement which crosses a part of grantor's premises, located in the Northeast Quarter of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the North Quarter corner of said Section 29; thence North 89°42'13" East along the North line of said Northeast Quarter, 1155.69'; thence South 00°17'47" East, 308.79' to a point on a curve and the South line of Watertown Plank Road, also being the North line of grantor's property; thence South 61°56'20" West, 68.10' to the **Point of Beginning (P.O.B.)**; thence **South 04°50'57" West, 371.55'**; thence **South 13°59'34" East, 375.34'**; thence **South 20°22'40" East, 227.94'** to the East right of way line of USH 45; thence **North 32°10'39" West** along said East right of way line, **197.53'**; thence **North 24°49'17" West, 112.90'** to the point of curvature; thence **Northwesterly 168.83'** along the arc of said curve to the right, whose **radius is 1430.00'** and whose chord bears **North 13°07'19" West, 168.73'**; thence **North 06°26'00" West, 65.64'**; thence **North 02°07'55" West, 321.40'**; thence **North 13°26'48" East, 105.58'**; thence **North 61°56'20" East, 53.19'** to the **Point of Beginning**. Containing **42,087 square feet (0.966 acres)** more or less and subject to restrictions, reservation, rights of way and easements of record.

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

		Drawn : MJP	
		Date: 11/25/2013	
		Scale: N.A.	
		PROJECT NUMBER 11-4969	
REVISIONS		SHEET NUMBER 2 OF 2	

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Document Number

TEMPORARY LIMITED EASEMENT

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

The undersigned GRANTOR, **MILWAUKEE COUNTY, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin**, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby give, grant, and convey unto **American Transmission Company LLC, a Wisconsin limited liability company and ATC Management Inc., a Wisconsin corporation (hereinafter jointly referred to as GRANTEE)**, its successors and assigns, subject to the limitations and reservations herein stated, a temporary limited easement upon, over and across lands, being a part of the premises of the GRANTOR in the Northeast ¼ of the Northeast ¼ of Section 30, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, hereinafter referred to as Grantor's Premises.

Record this document with the Register of Deeds

GRANTOR does hereby grant to GRANTEE a temporary limited easement upon, over and across a strip of land 30 feet in width and 50 feet in length, within Grantor's Premises, the legal description and location of which is as described and shown on the attached Exhibit "B," is made part of this document, and is hereinafter referred to as the Temporary Limited Easement.

Name and Return Address:

American Transmission Company LLC
Attn: Real Estate Department
PO Box 47
Waukesha WI 53187-0047

The Temporary Limited Easement is 1,500 square feet and shall be used for a turn-around area for large vehicles and equipment during the initial construction of an electric transmission line (Western Milwaukee County Electric Reliability Project).

Parcel Identification Number(s)
378-9996-00

The Temporary Limited Easement grant is further subject to the following terms and conditions:

- 1) GRANTEE may enter and drive large vehicles and equipment upon the Temporary Limited Easement for the purposes of exercising the rights conferred by this Temporary Limited Easement.
- 2) It is understood by both GRANTOR and GRANTEE that GRANTEE will drive over, down and through existing vegetation in the Temporary Limited Easement. GRANTEE shall pay a reasonable sum for all damages to the Temporary Limited Easement caused by GRANTEE's use of the Temporary Limited Easement; however, the parties agree that the driving over, down and through any vegetation under the terms of this Temporary Limited Easement, which may cause that vegetation to be altered, weakened or perish, is not considered damage which GRANTEE shall be responsible for. Notwithstanding the foregoing, any disturbance or damage to the turf in the Temporary Limited Easement caused by GRANTEE's use of the Temporary Limited Easement, shall be restored by GRANTEE to a condition as good as or better than the condition that existed before the easement was approved.
- 3) GRANTOR shall not be responsible for, and GRANTEE shall indemnify and hold the GRANTOR harmless from and against any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorneys' fees), injury to persons or property to the extent and in the percentage caused by GRANTEE. In addition, no indemnity shall be paid by GRANTEE to GRANTOR either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which GRANTEE'S liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.
- 4) GRANTEE shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification, to levels required by the Wisconsin Department of Natural Resources or other applicable regulatory agency, arising out of the release of any Hazardous Materials brought onto and introduced on, in, or under the Temporary Limited Easement by GRANTEE or its agents, and GRANTEE shall indemnify, defend and hold the GRANTOR harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) to the extent and in the percentage GRANTEE caused such liability, cost, damage, claim or injury, subject to any applicable tariff limitation as described in Paragraph 3, above. Any contaminated soil which presence pre-exists the date of this easement, located on, in, or under the Temporary Limited Easement that are discovered or disturbed by GRANTEE

or its agents during its use of the Temporary Limited Easement, will be containerized and disposed of by GRANTEE in accordance with all environmental laws, rules and regulations.

5) This Temporary Limited Easement shall terminate upon the energization of the Western Milwaukee County Electric Reliability Project transmission line, or on August 1, 2015, whichever is later.

6) The parties hereto do hereby agree to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein. The term "Landowner" on said Exhibit A shall mean GRANTOR, and the term "utility" on said Exhibit A shall mean GRANTEE.

7) The GRANTOR warrants and represents that the GRANTOR has clear, merchantable, fee simple title to said property, and that the GRANTOR knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

As provided by PSC 113, the GRANTOR has had a minimum period of five days to examine the PSC brochure entitled, Right of Way and Easements for Electric Facility Construction describing the GRANTOR'S rights and options in the easement negotiating process.

WITNESS the signature(s) of the GRANTOR this _____ day of _____, 2014.

By _____ (Seal)
Signature

Printed Name: _____

Title: _____

Grantor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 2014, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

EXHIBIT A

Wisconsin Statute 182.017(7)

(7) High-Voltage Transmission Lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right-of-way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

- 1.** If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
- 2.** Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
- 3.** Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
- 4.** Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
- 5.** Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
- 6.** Repair any drainage tile line within the easement damaged by such construction or maintenance.
- 7.** Pay for any crop damage caused by such construction or maintenance.
- 8.** Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

ADDENDUM

The undersigned GRANTOR this ___ day of _____, 20___, does hereby waive the rights in paragraphs (e) through (h) in this Exhibit A.

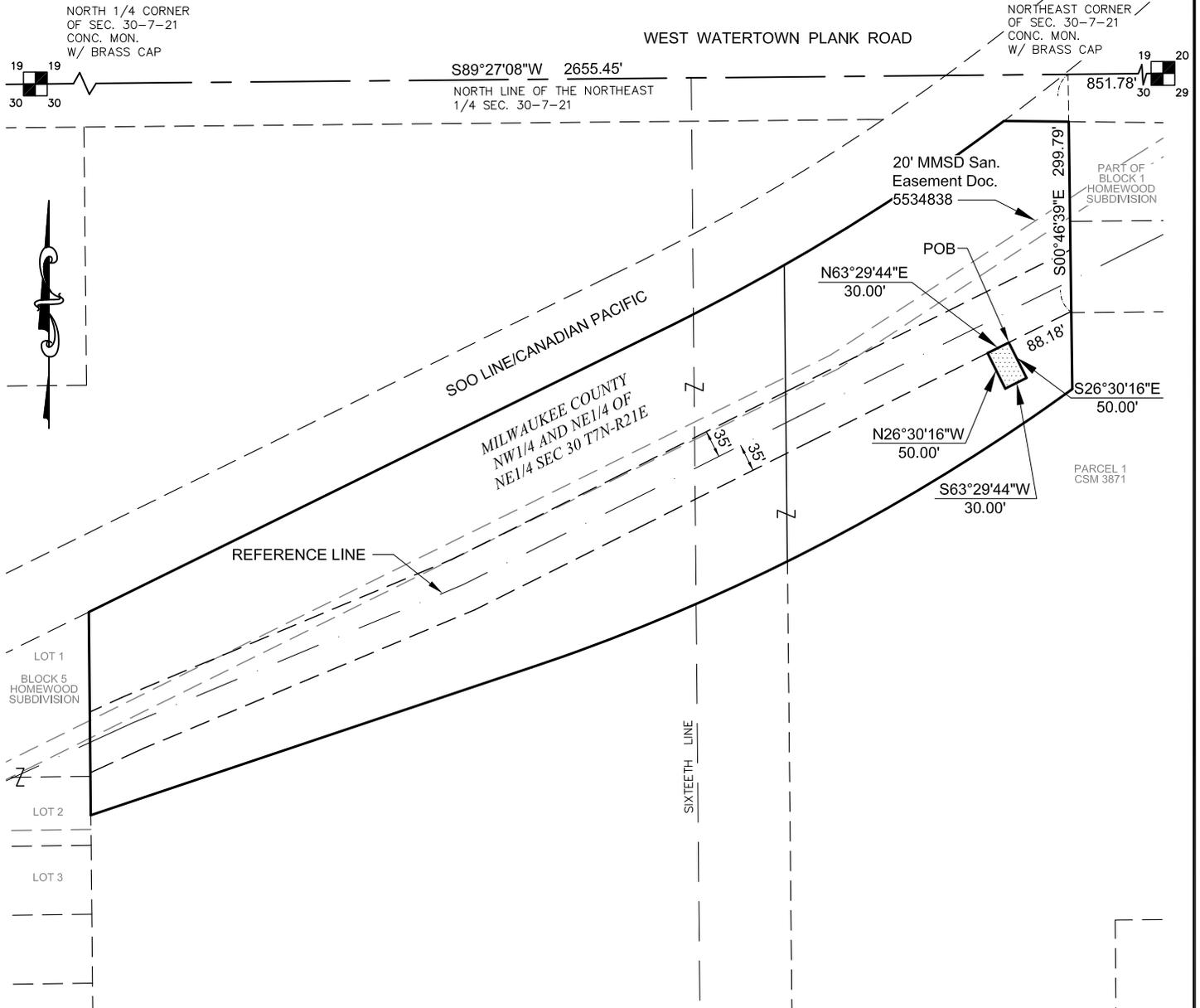
Witness: _____ Grantor: _____

This instrument drafted by Kim Stratton on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047.

TEMPORARY LIMITED EASEMENT MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 378-9996-00



LEGEND	
	TEMPORARY LIMITED EASEMENT
	PROPERTY LINE
	ADJOINER / RIGHT OF WAY
	SECTION LINE

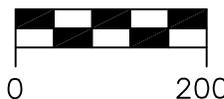
MAP KEY	
	ATC TEMPORARY LIMITED EASEMENT = 1,500 sq. ft. (0.034 acres) +/-

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83/2007 ADJUSTMENT

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners



SCALE IN FEET



REVISIONS

Drawn :	MJP
Date:	03-13-2014
Scale:	1" = 200'
PROJECT NUMBER	11-4969
SHEET NUMBER	1 OF 2

TEMPORARY CONSTRUCTION EASEMENT MAP

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 W234 N2000 RIDGEVIEW PKWY. COURT
 WAUKESHA, WI 53188

GRANTOR: MILWAUKEE COUNTY
 901 N. 9TH STREET, RM. 105
 MILWAUKEE, WI 53232
 TAX KEY NUMBER: 378-9996-00

A 50 by 30 foot temporary construction easement which crosses a part of the grantor's premises, located in the Northeast Quarter of the Northeast Quarter of Section 30, in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of said Section 30; thence South 89°27'08" West along the North line of said Northeast Quarter, 851.78' to a point on the East property line of the grantor extended also being the West line of Block 1 in Homewood Subdivision; thence South 00°46'39" East along said East line extended, 299.79'; thence South 63°29'44" West, 88.18' to the **Point of Beginning (POB)**; thence **South 26°30'16" East, 50.00'**; thence **South 63°29'44" West, 30.00'**; thence **North 26°30'16" West, 50.0'**; thence **North 63°29'44" East, 30.00'** to the **Point of Beginning**. Containing **1,500 square feet (0.034 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

J:\JSD Projects\11C4969 ATC - W Milwaukee Co.\dwg\ATC Exhibits\Milwaukee County\MilwCnty378-9996-00\Turnaround Exhibit_MilwCnty_378-9996-00.dwg

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY</p>	Drawn : MJP	
		Date: 02-24-2014	
		Scale: NA	
		PROJECT NUMBER 11-4969	
REVISIONS		SHEET NUMBER 2 OF 2	