

Document Number

ACCESS EASEMENT

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, (hereinafter 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, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as GRANTEE)**, its successors, assigns, licensees and manager, the perpetual right unto GRANTEE of a permanent easement for access over and across premises of GRANTOR.

WHEREAS, GRANTOR is the owner of lands being a part of the City of Wauwatosa, Milwaukee County, 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, hereinafter referred to as GRANTOR's PREMISES, and shown in Exhibit A; and

WHEREAS, GRANTEE is the owner of a transmission line easement, hereinafter referred to as Transmission Line Easement, also identified on Exhibit A, and needs to access such Transmission Line Easement via a permanent easement over GRANTOR's PREMISES for ingress to and egress from such Transmission Line Easement; and

WHEREAS, GRANTOR is willing to grant a permanent easement to GRANTEE for access purposes, hereinafter referred to as Access Easement, as such Access Easement is shown on the drawing attached hereto as Exhibit A, and is made a part hereof.

THIS PERMENANT 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. GRANTEE agrees that no vehicles or equipment will be parked, or materials of any kind stored temporarily or permanently on the Access Easement.
2. GRANTEE shall, in the use of the Access Easement, 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 Access Easement is nonexclusive and GRANTOR reserves the right to grant rights to other 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 location of the 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 is relocated by the GRANTOR, the GRANTEE and GRANTOR shall execute a recordable document amending Exhibit A thereof, and record the document with the Register of Deeds of Milwaukee County.
5. GRANTEE has the right to trim, cut down, and eliminate any or all brush, trees, and overhanging branches now or hereinafter existing on said Access Easement.
6. GRANTEE has the right, upon written request and GRANTOR's approval, which approval shall not be unreasonably conditioned, withheld or delayed, to construct and/or modify slopes and approaches in, and surfaces of the Access Easement. The written request shall indicate the anticipated start date and duration of the proposed work and

Record this document with the Register of Deeds

Name and Return Address:

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

Parcel Identification Number(s)

380-9999-09

include drawings and specifications detailing the location of the work and construction and restoration methods to be employed. Notwithstanding the foregoing, the GRANTEE may construct and/or modify slopes and approaches in, and surfaces of the Access Easement without GRANTOR'S approval if an emergency exists and GRANTEE cannot reasonably obtain GRANTOR'S approval due to the emergency. In such a situation GRANTEE agrees to restore the premises to their original condition or, at the option of the GRANTEE after consultation with the GRANTOR, compensate the GRANTOR for any damages sustained by the GRANTOR.

7. 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.

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

GRANTOR

By _____ (Seal)
Signature

By _____ (Seal)
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 2014, the above named _____ and _____ 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) _____