

PERMANENT EASEMENT

Exempt from fee: s.77.25 (21) Wis. Stats.

THIS EASEMENT, made by MILWAUKEE COUNTY, a Municipal Body Corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, (herein after referred to as "COUNTY"), hereby conveys for the sum of seventy-seven thousand nine hundred seventy-four dollars and forty cents (\$77,974.40) and other good and valuable consideration a PERMANENT EASEMENT to the following GRANTEE, AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "GRANTEE"), the perpetual right and easement to construct, install, maintain, operate, repair, inspect, test, replace or remove pipe, conduit and cables underground together with manholes and appurtenant equipment, hereinafter referred to as "facilities", for the purpose of transmitting of electric energy and communication and signals for the operation of two 138,000 volt underground transmission lines, under, over, through and along certain lands owned by the COUNTY located in the Northwest and Southwest Quarters of Section 31, Township 8North, Range 21 East, all in City of Milwaukee, Milwaukee County, Wisconsin.

This space is reserved for recording data

Return to:

Parcel Identification Number: 5119999111

The legal descriptions and location of the easement areas are set forth on the Exhibit "B" attached hereto and made a part hereof.

This permanent easement Grant is Subject to the Following Terms and Special Conditions:

1. GRANTEE shall provide written notice to the Director of the Milwaukee County Department of Parks, Recreation and Culture prior to the commencement of work within the easement area by the GRANTEE. Said notice shall indicate the anticipated start date and duration of the proposed work and include: plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the COUNTY prior to commencing any construction activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the GRANTEE. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, GRANTEE shall give notice to the Director of the Department of Parks, Recreation and Culture of such emergency. Furthermore, testing and inspections of GRANTEE facilities at manhole locations is permitted without said written notice or conditions.
2. **Easement Fee.**
  - Grantee shall pay to the County a one-time fee (the "Easement Fee") of one dollar and sixty cents (\$1.60) per square foot for the use of the Premises. The area, which the Equipment occupies in the Premises, is forty-eight thousand seven hundred and thirty-four square feet (48,734 SF). The initial annual Easement Fee is, therefore, seventy-seven thousand nine hundred seventy-four dollars and forty cents. (\$77,974.40) The payment shall be due upon execution of this Easement, regardless of whether Grantee uses the Easement. The Easement Fee shall be overdue 30 days after execution of this easement and begin accruing interest at the rate of 18% per annum, compounded monthly. All payments are to be made to payable to the Milwaukee County Treasurer and sent or personally delivered to the County's Department of Parks, Recreation and Culture at the address of 9480 W. Watertown Plank Road, Wauwatosa, WI 53226.
  - Fifty percent of the one-time Easement Fee shall be placed in a trust fund for bike trail maintenance, security, and care of bike trails. This amount may be accumulated for larger projects and may be used as a match for grants or other funds without limitation.

- The remaining fifty percent of the one-time Easement Fee shall be placed in a trust fund to fund purchase and/or repairs to playground equipment and playground areas. This amount may be accumulated for larger projects and may be used as a match for grants or other funds without limitation.
3. GRANTEE shall, at all times, obtain a Right-of-Entry Permit from COUNTY before performing any non-emergency ground disturbing activities in any part of the easement area (please see Exhibit "B"). GRANTEE's application for a Permit shall be reviewed and approved by the COUNTY prior to commencing any ground disturbing activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion. The Permit to disturb or dig in the easement area is to be issued in a timely fashion not to exceed 10 working days and all Permits are at no cost to GRANTEE. Any GRANTEE failing to obtain a Permit to disturb or dig in the easement area is subject to penalty. The Permit to disturb or dig in the easement area can be obtained at the Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Rd. Wauwatosa, Wisconsin, 53226.
  4. All GRANTEE construction, operation and repairs of the facilities installed within this easement area shall be completed at no expense to the COUNTY.
  5. No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of the Department of Parks, Recreation and Culture. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by said department of Milwaukee County. All construction activities and maintenance authorized by this permanent easement shall meet the requirements set forth in the model ordinance contained in "Wisconsin Construction Site Best Management Practice Handbook" Distributed by the Wisconsin Department of Natural Resources and applicable local municipal erosion control ordinances.
  6. It is an express condition of the granting of this permanent easement that as much of the surface and subsurface of the soil and as much of the Improvements as may be disturbed or damaged in the construction, operation, use, maintenance and repair of the purpose for which this permanent easement is granted will, at the expense of the GRANTEE, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage, to the satisfaction of the Milwaukee County Department of Parks, Recreation and Culture.
  7. COUNTY and GRANTEE hereby expressly agree to defend, hold harmless and indemnify each other from and against any and all claims of any kind whatsoever, occurring on the easement area and on the ways immediately adjoining the easement area caused by the active or passive negligence or willful misconduct of such Party, its employees, agents or servants. COUNTY and GRANTEE agree that if the claim arises from the active or passive negligence or willful misconduct of both Parties, neither Party shall indemnify the other, but they shall cooperate in their defense of the claim.
  8. GRANTEE hereby expressly indemnifies COUNTY to the fullest extent provided for under the law against any claims related to preexisting conditions in the easement area that GRANTEE disturbs, including by not limited to Hazardous Materials<sup>1</sup> and uncatalogued burial sites.
  9. GRANTEE agrees to perform any cleanup, repair, or restoration required by any governmental authority (other than COUNTY) relating to pre-existing conditions, such as Hazardous Materials, disturbed by GRANTEE'S work in the easement area at GRANTEE'S sole expense.
  10. This permanent easement shall terminate upon the abandonment of the facilities herein authorized to be constructed in, under, over, and along said easement area.
  11. If GRANTEE abandons the facilities, GRANTEE shall at its sole expense remove all facilities and related structures restoring the easement area as nearly as possible to the condition it was in prior to the granting of this Easement. GRANTEE and COUNTY agree to one exception to the foregoing: pipes more than 20' below grade can be abandoned in place provided that the conductors are removed and the pipes are filled and capped in compliance with all applicable state and federal regulations.
  12. The Milwaukee County Department of Public Works utilizing available data has reviewed this permanent easement, but in no way can the COUNTY assure complete accuracy. The GRANTEE shall comply with all

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<sup>1</sup> "Hazardous Materials" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

state and local laws regarding location and protection of existing utilities. The GRANTEE shall contact Diggers Hotline, the Park Maintenance Division of the Milwaukee County Department of Parks, Recreation and Culture and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area. Punitive damages will be charged, if easements are not strictly adhered to, for additional personal charges and subsequent property damages.

13. COUNTY shall not, within the described easement area: a) Erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary, b) Place or store any flammable materials, c) Plant trees, except as permitted pursuant to Section 15, below, d) Place water, sewer or drainage facilities, or e) Alter the elevation of the existing ground surface.
14. GRANTEE is also granted the associated necessary rights to: a) Enter upon the easement area strip for the purposes of exercising the rights conferred by this permanent easement, b) Construct, install, maintain, operate, repair, replace, rebuild, inspect, test, patrol and remove the above facilities and other appurtenances that the Grantee deems necessary, and c) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement area strip, except as prohibited pursuant to Section 15, below.
15. Notwithstanding Sections 13 and 14, above, the COUNTY shall be permitted to plant trees and/or brush within the areas identified in Exhibit "B," attached hereto. GRANTEE shall not cut down or remove such trees and/or brush identified in Exhibit "B" without the approval of the COUNTY, with such approval not to be unreasonably withheld. The foregoing areas identified in Exhibit "B" shall otherwise be subject to all other restrictions and requirements outlined in this document.

NOW, THEREFORE, it is further agreed that the GRANTEE in consideration of the permanent easement so granted to it through all the land previously described, hereby covenants and agrees with the COUNTY that it will construct and maintain said facilities in good order and condition and that, in and during the construction of said facilities and thereafter in and about their operation, maintenance, repair or reconstruction, will indemnify and save harmless the COUNTY, its successors and assigns, from all loss or injury to its property due to such construction, operation, maintenance, repair and reconstruction, and that no special charge will be made against said land, for the cost of such construction, operation, maintenance, repair and reconstruction. The COUNTY 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; and to make such use of the land included in the previously described permanent easement area (except as prohibited as set forth herein) as will not injure or disturb said underground conduit and cables or its appurtenances, provided, however, that plans for said improvements be reviewed and approved by the GRANTEE prior to construction. Said approval will not be unreasonably withheld, and the review will be made in a timely fashion for no charge to the COUNTY.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A", "B", and "C" attached hereto and made a part hereof. The term "utility" on said Exhibit "A" shall mean GRANTEE, and the term "landowner" on said Exhibit "A" shall mean COUNTY.

TO HAVE AND TO HOLD the same to the only proper use and benefit of the GRANTEE, its successors and assigns forever, and the foregoing shall bind the successors and assigns of the COUNTY and the GRANTEE.

IN WITNESS WHEREOF, the authorized representatives of the above-named parties have caused their hands and seals to be hereunto affixed.

Dated \_\_\_\_\_

<p>_____ By: David Crowley Title: County Executive</p> <p>_____ By: Title: County Clerk, or designee</p>	<p><b>AUTHENTICATION</b></p> <p>Signature(s): _____</p> <p>_____ authenticated on _____.</p> <p>_____ By: _____ Title: Member State Bar of Wisconsin</p>
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**MILWAUKEE COUNTY:**

**AMERICAN TRANSMISSION COMPANY LLC,  
a Wisconsin limited liability company**

**By: ATC Management Inc., its Corporate Manager:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN                    )  
  ) SS  
COUNTY OF                                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above named  
\_\_\_\_\_ as \_\_\_\_\_ of AMERICAN TRANSMISSION  
COMPANY LLC, and its manager, ATC MANAGEMENT INC., to me known to be the person who executed the  
foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name

Notary Public, State of \_\_\_\_\_

My Commission expires (is) \_\_\_\_\_

This instrument drafted by Kevin Lynch and checked by Karen Braun on behalf of American Transmission  
Company LLC, PO Box 47, Waukesha, WI 53187-0047.

**EXHIBIT "A" [WI Sta. 182.017(7)]**

1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
  - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  - c) 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.
  - d) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
  - e) 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.
  - f) Repair any drainage tile line within the easement damaged by such construction or maintenance.
  - g) Pay for any crop damage caused by such construction or maintenance.
  - h) Supply and install any necessary grounding of a Landowner's fences, machinery or buildings.
2. 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, he shall receive from the utility a reasonable amount for such services.
3. The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
4. 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.
5. 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.
6. 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.

## EASEMENT DESCRIPTION (EXHIBIT B)

An easement which crosses a part of the grantor's premises, being a part of the Northwest quarter and the Southwest quarter of Section 31, Township 8 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the West quarter corner of said Section 31; thence North 87°46'13" East along the South line of the Northwest quarter of said Section 31, a distance of 1326.5 feet to the point of beginning of lands to be described; thence North 00°29'04" West 1486.6 feet to a point; thence North 00°20'08" East 92.5 feet to a point on the Northerly line of Grantors lands; thence North 89°30'51" East along said Northerly line 21.2 feet to a point on the West line of The Milwaukee Electric Railway and Light Company easement recorded as Document 1273418; thence South 00°29'07" East along said West line and the West lines of Milwaukee Electric Railway and Light Company easements recorded as Documents 1273419, 1273421 and 1273420, a distance of 2436.0 feet to a point on the Southerly line of grantor's lands; thence South 89°26'33" West along said Southerly line 2.2 feet to a point on the Westerly line of grantor's lands; thence North 00°33'41" West along said Westerly line 297.5 feet to a point on the Southwesterly line of grantor's lands; thence North 47°46'41" West along said Southwesterly line 27.0 feet to a point; thence North 00°32'40" West 123.5 feet to a point; thence North 00°29'04" West 417.6 feet to the point of beginning. Said land contains 48,734 square feet or 1.119 acre