

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR Number: 4878949

IO Number: MRO01810778

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strips of land, fifteen (15) feet and thirty (30) feet in width, being a part of Grantor's land (commonly known as Honey Creek Parkway), being part of Assessors Plat No. 30 and Assessor's Plat No. 36, and land transferred to Grantor per Jurisdictional Transfer as recorded in the office of the Register of Deeds for Milwaukee County on 09/18/2015 as Document No. 10500311, all in the **Northeast ¼ of Section 28, Township 7 North, Range 21 East**, in the City of Wauwatosa, Milwaukee County, Wisconsin.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

382-0090-000 and 407-0004-000
(Parcel Identification Numbers)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

2. Construction; Access:

(a) Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.

(b) Grantee shall provide written notice to Milwaukee County Parks prior to the commencement of work within the easement area by 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 Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. 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 Grantor, of such emergency.

(c) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of Grantor.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor, except, however, the construction of new facilities or modification of existing facilities at the request of Grantor.

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

(f) Grantee shall be responsible for maintaining the facilities.

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

(h) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences.

- 3. Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "B"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the easement area. Grantor further covenants and agrees not to plant any trees or shrubs within fifteen (15) feet of the centerline of the pipeline.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Electric Power Company Gas Pipeline easement areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 6 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
- 6. Relocation of Facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonable suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
- 7. Removal of Facilities:** In the event that Grantee's facilities are no longer required to provide gas service, Grantee shall remove any above-ground facilities and abandon unnecessary underground gas facilities. Grantee shall restore the easement area at its expense and the associated easement rights herein shall terminate.
- 8. Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
- 9. Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

- 10. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 11. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

(signature pages follow)

MILWAUKEE COUNTY

(Date)

(Date)

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

(Title: Member - STATE BAR OF WISCONSIN)

Grantee:

Wisconsin Gas LLC,

a Wisconsin limited liability company doing business as We Energies

By: WEC Business Services LLC, its Affiliate and Agent

By: _____
Dawn M. Neuy, Director Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on _____ 20_____, by Dawn M. Neuy, Director Real Estate Services, WEC Business Services LLC, Affiliate and Agent of Wisconsin Gas LLC, a Wisconsin limited liability company doing business as We Energies, in its name and on its behalf.

(NOTARY STAMP/SEAL)

Kurt Van Dulm Notary Public, State of Wisconsin

My commission expires March 22, 2024

EXHIBIT "B"

ADDENDUM

General Construction Requirements and Restrictions for We Energies Pipeline Easement Areas

1. The easement area must be accessible to We Energies personnel or their agents.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the easement area without We Energies' prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without We Energies' prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times; however, 48 inches of cover is permitted.
4. Retention ponds and their inlets/outlets are not permitted within the easement area. However, a storm sewer is permitted within the easement area upon prior written approval from We Energies as to the location of same.
5. No drainage ditches or drain tiles may be constructed within the gas pipeline easement area unless approved in writing by We Energies with proper cover and erosion protection. Plans must be submitted to We Energies for written approval.
6. Septic fields or mound systems may not be constructed within the easement area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. If it is necessary to locate and expose the gas pipeline, excavation must be done by hand-digging with a We Energies representative present.
7. Underground culverts, pipelines, cables, sewers or any utility must not be placed within 18 inches of the gas pipeline in any direction and must be hand dug when within 4 feet of the gas pipeline. We Energies must be notified when excavation is planned in proximity to the gas pipeline to view and inspect excavation activities. Plans must be submitted to We Energies for prior written approval. There will be no charge to Grantor for the We Energies representative to view and inspect any underground excavation.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the easement area. The current phone number for Digger's Hotline is: 1-800-242-8511.
9. Structures or above ground improvements **are not** allowed within the easement area. These prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs.

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10. Landscaping, including trees and shrubs, **is not** permitted within fifteen (15) feet of the centerline of the pipeline.
11. The installation of future roadways must be supported by sound structural fill around the gas pipeline. We Energies may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline. Plans must be submitted to We Energies for written approval.
12. A paved/compacted surface, such as a driveway, is allowed within the easement area provided that a minimum cover of 48 inches is maintained over the gas pipeline. Plans must be submitted to We Energies for prior written approval.
13. Heavy earth moving equipment may not be routed over the gas pipeline without providing load bearing protection, such as temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods. Prior notification to and written approval from We Energies are required.
14. **We Energies must be contacted at least three (3) working days prior to any excavation activity within the easement area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for We Energies Gas Emergency Response is 1-800-261-5325.** There will be no charge to Grantor for any oversight, inspection, or compliance information.
15. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to We Energies as required by the Easement Agreement.