

**GAS DISTRIBUTION EASEMENT**

Document Number

WR Number: 4054944 IO Number: RL48500973

For good and other valuable consideration which **MILWAUKEE COUNTY, a municipal body corporate**, together hereinafter referred to as "Grantor", acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation 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 strips of land, varying in width, being a part of Grantor's land located in the **Northeast ¼ of Section 33, and Northwest ¼ of Section 34**, all in **Township 6 North, Range 21 East**, in the Village of Greendale, Milwaukee County, Wisconsin.

The location of the Easement Area with respect to Grantor's land is as shown on the attached drawings, marked Exhibit "A" (LEGAL DESCRIPTION OF PROPERTY AND EASEMENT) and Exhibit "B" (EASEMENT DESCRIPTION MAP), and made a part of this document.

RETURN TO:  
WISCONSIN ELECTRIC POWER COMPANY  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A440  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

651-9988-002  
(Parcel Identification Number)

**1. Purpose:**

(a) This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of which shall be and remain the property of 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 or pipelines on, over, under, across, through and upon 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. Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "C"), 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 "C", consisting of two pages, and made a part hereof by this reference.**

**3. Elevation:** Grantor agrees that the elevation of the existing ground surface within the Easement Area will not be permanently altered by more than six (6) inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.

**4. Construction; Access:**

(a) Grantee shall provide written notice to the Milwaukee County Department of Parks, Recreation and Culture 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.

(b) No trees, shrubs or vegetation adjacent to the Easement Area shall be removed, trimmed or damaged without the written permission of Milwaukee County Parks Department.

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

(d) All Grantee construction, operation and repairs of the facilities installed within the Easement Area shall be completed at no expense to the 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.

- 5. Restoration:** Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the 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. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. 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 reasonably 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.
- 8. Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide gas service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
- 9. Grantor Review:** Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, Milwaukee County Parks Department and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the Easement Area boundaries.
- 10. 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.
- 11. 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.

12. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

13. **Temporary Easement:** Grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Exhibit "B", as a temporary construction easement area. For non-wooded parcels Grantor and Grantee agree that Grantee may at the time of construction extend the temporary easement area up to an additional twenty-five (25) feet. The temporary easement is for construction purposes only and shall terminate when the need therefore passes.

**Grantor:**

**MILWAUKEE COUNTY, a municipal body corporate**

By: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Personally came before me in Milwaukee County, Wisconsin on \_\_\_\_\_, 2017,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of MILWAUKEE COUNTY, a municipal body corporate by its authority.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

(NOTARY STAMP/SEAL)

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires: \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:  
MILWAUKEE COUNTY  
907 N 10TH ST.  
MILWAUKEE, WI 53233

TAX PARCEL NO.  
651-9988-002

GRANTEE:  
WISCONSIN GAS LLC  
D/B/A WE ENERGIES  
231 W. MICHIGAN ST.  
MILWAUKEE, WI 53202

### PROPERTY DESCRIPTION

That part of the Village of Greenfield acquired by Milwaukee County for the Root River Parkway, said lands being in the Northwest 1/4 of Section 2, the Northwest 1/4 and the Northeast 1/4 of Section 3, the Northwest 1/4, the Northeast 1/4, the Southwest 1/4 and the Southeast 1/4 of Section 4, Township 5 North, Range 21 East, the Southwest 1/4 and the Southeast 1/4 of Section 28, the Northeast 1/4, the Southwest 1/4 and the Southeast 1/4 of Section 33 and the Southeast 1/4 of Section 34, Township 6 North, Range 21 East, in the Village of Greendale, Milwaukee County, Wisconsin.

### PERMANENT EASEMENT DESCRIPTION

#### PERMANENT EASEMENT 1

That part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 6 North, Range 21 East, Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Section 33; thence S00°56'47"E along the east line of said NE 1/4, 70.56 feet; thence S89°03'13"W 60.00 feet to the west line of 76th St. and the point of beginning; thence S00°56'47"E along the said west line, 30.00 feet; thence S88°31'34"W 100.00 feet; thence N00°56'47"W 30.00 feet to the south line of W. Grange Ave.; thence N88°31'34"E along said south line, 100.00 feet to the point of beginning.

The Permanent Easement Area contains 0.069 acre, more or less.

#### PERMANENT EASEMENT 2

That part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 6 North, Range 21 East, Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Section 33; thence S00°56'47"E along the west line of said NW 1/4, 99.10 feet; thence N89°03'13"E 60.00 feet to the east line of 76th St. and the point of beginning; thence N00°56'47"W along the said east line, 35.00 feet to the south line of W. Grange Ave.; thence N88°20'38"E along said south line, 125.01 feet; thence S00°56'47"E 35.00 feet; thence S88°20'38"W 125.01 feet to the point of beginning.

The Permanent Easement Area contains 0.100 acre, more or less.

Total Permanent Easement Areas contain 0.169 acre, More or Less

The Temporary Easement Area contains 0.069 acre, more or less.



**we energies**



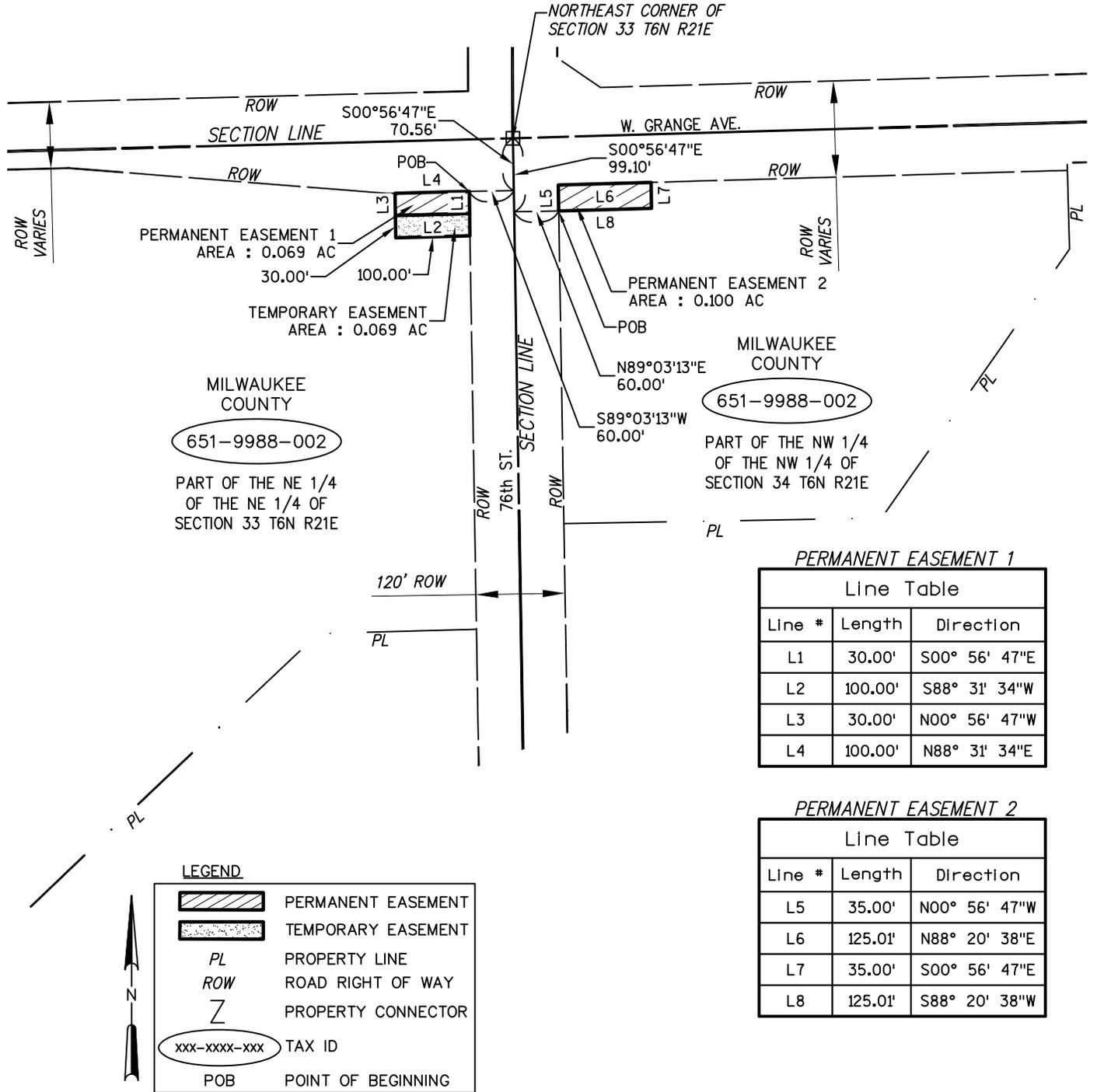
DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 8/14/2017
	SCALE: NA
	SHEET NUMBER:
	1 of 1

GRANTOR:  
MILWAUKEE COUNTY  
907 N 10TH ST.  
MILWAUKEE, WI 53233  
TAX PARCEL NO.  
651-9988-002

# EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:  
WISCONSIN GAS LLC  
D/B/A WE ENERGIES  
231 W. MICHIGAN ST.  
MILWAUKEE, WI 53202



PERMANENT EASEMENT 1

Line Table		
Line #	Length	Direction
L1	30.00'	S00° 56' 47"E
L2	100.00'	S88° 31' 34"W
L3	30.00'	N00° 56' 47"W
L4	100.00'	N88° 31' 34"E

PERMANENT EASEMENT 2

Line Table		
Line #	Length	Direction
L5	35.00'	N00° 56' 47"W
L6	125.01'	N88° 20' 38"E
L7	35.00'	S00° 56' 47"E
L8	125.01'	S88° 20' 38"W

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 8/14/2017
	SCALE: 1" = 200'
	SHEET NUMBER:
	1 of 1

## EXHIBIT "C"

### ADDENDUM

#### General Construction Requirements and Restrictions for Gas Easement Areas

1. The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without Grantee's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
4. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
5. Drainage ditches or drain tiles are not permitted within the gas pipeline Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
6. Septic fields or mound systems are not permitted 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. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Electric Power Company representative present to view and inspect excavation activities.
7. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Grantee's prior written approval of Grantor's plan, which approval shall not be unreasonably withheld. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Electric Power Company representative present to view and inspect excavation activities.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or [www.diggershotline.com](http://www.diggershotline.com).
9. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be installed in the Easement Area provided fence posts are placed a minimum of five feet from the gas pipeline.

## EXHIBIT "C" – Page 2

10. A paved/compacted surface, such as a driveway, may be permitted within the Easement Area with Grantee's prior written approval of Grantor's driveway plan. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
11. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.
12. **Wisconsin Electric Power Company Field Operations 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 Wisconsin Electric Power Company Call Center is 1-800-242-9137.**
13. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.

WISCONSIN ELECTRIC POWER COMPANY  
Attn: System Engineering, A516  
333 W. Everett Street  
MILWAUKEE, WI 53203