

**Electric Transmission Line
Easement
Wis. Stat. Sec 182.017(7)
Wis. Stat. Sec. 196.491(3e)**

Document Number

Please return Document to:

City of Milwaukee
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway – Room 820
Milwaukee, WI 53202

An irregularly shaped easement
located at 2141 West Van Norman
Avenue

Recording Area

598-0229-000-9

Parcel ID Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantor", and AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company, (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter referred to as "Grantee".

WITNESSETH

That, **WHEREAS**, The Grantee desires to acquire a permanent EASEMENT for overhead transmission lines to provide minimum clearance of overhead electric transmission lines over and across the property described below during movement of wires due to extreme wind conditions as shown on the attached drawing, marked Exhibit "B", and made a part of this document;

NOW, THEREFORE, in consideration of the grant of the EASEMENT for transmission line clearance purposes hereinafter described and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner interested in the land hereinafter described, does hereby grant unto the Grantee a permanent EASEMENT for overhead transmission lines to provide minimum clearance for the electric transmission lines during movement of wires during extreme wind conditions, over and across property owned by the Grantor in the SW ¼ of Section 19, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows, to wit:

Beginning at the southeast corner of Parcel "D", Block 7 of Villa Mann No. 3 subdivision;
Thence Northerly 10.62 feet along the arc of a curve to the right, also being the west line of land dedicated to the Public for Open Area and Drainage Purposes, with a radius of 953.00 feet and a chord bearing North 00° 50' 13" East 10.62 feet;
Thence North 86° 04' 12" East 60.23 feet to the east line of said dedicated land;

Thence Southerly along said east line 15.30 feet along the arc of a curve to the left, with a radius of 893.00 feet and a chord bearing South 01° 00' 29" West 15.30 feet to the south line of said dedicated land;
Thence North 89° 28' 37" West 59.98 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 598-0229-000-9.

UPON CONDITION:

1. Grantor retains all property rights other than those specifically excepted in this document.
2. Grantor owns and maintains a 48" storm sewer in the EASEMENT area. Grantee shall not erect a fence or any other structures in the EASEMENT area which interfere with Grantor's access to the EASEMENT area. Grantor shall have access to EASEMENT at all times. That Grantor reserves unto itself the rights to enter into the aforescribed property to operate, maintain, inspect, repair or reconstruct the existing storm sewer and appurtenances.
3. That Grantor shall not locate any dwelling or mobile home intended for residential occupancy within the limits of the EASEMENT area. Grantor shall not construct, install, or erect any structures, including, but not limited to swimming pools, construct non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, or change the grade more than two (2) feet without first securing the prior written consent of the Grantee.
4. The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" and "B" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee.
5. Grantor shall not be responsible for, and Grantee shall hold Grantor harmless from and against, any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorney's fees), injury to persons or property caused by exercise of Grantee of the rights granted to it hereunder.
6. As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five (5) days to review such materials.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Thomas M. Barrett, its Mayor, and Ronald D. Leonhardt, its City Clerk, and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed this _____ day of _____, 2009.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
Thomas M. Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

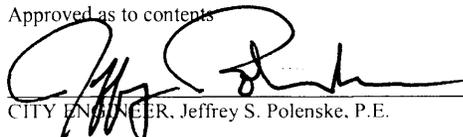
By: _____
W. Martin Morics, Comptroller

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, the landowner 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 the Landowner fails to do so, the Landowner 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.

This instrument was drafted by the City of Milwaukee.

Approved as to contents


CITY ENGINEER, Jeffrey S. Polenske, P.E.

10/21/09
Date

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

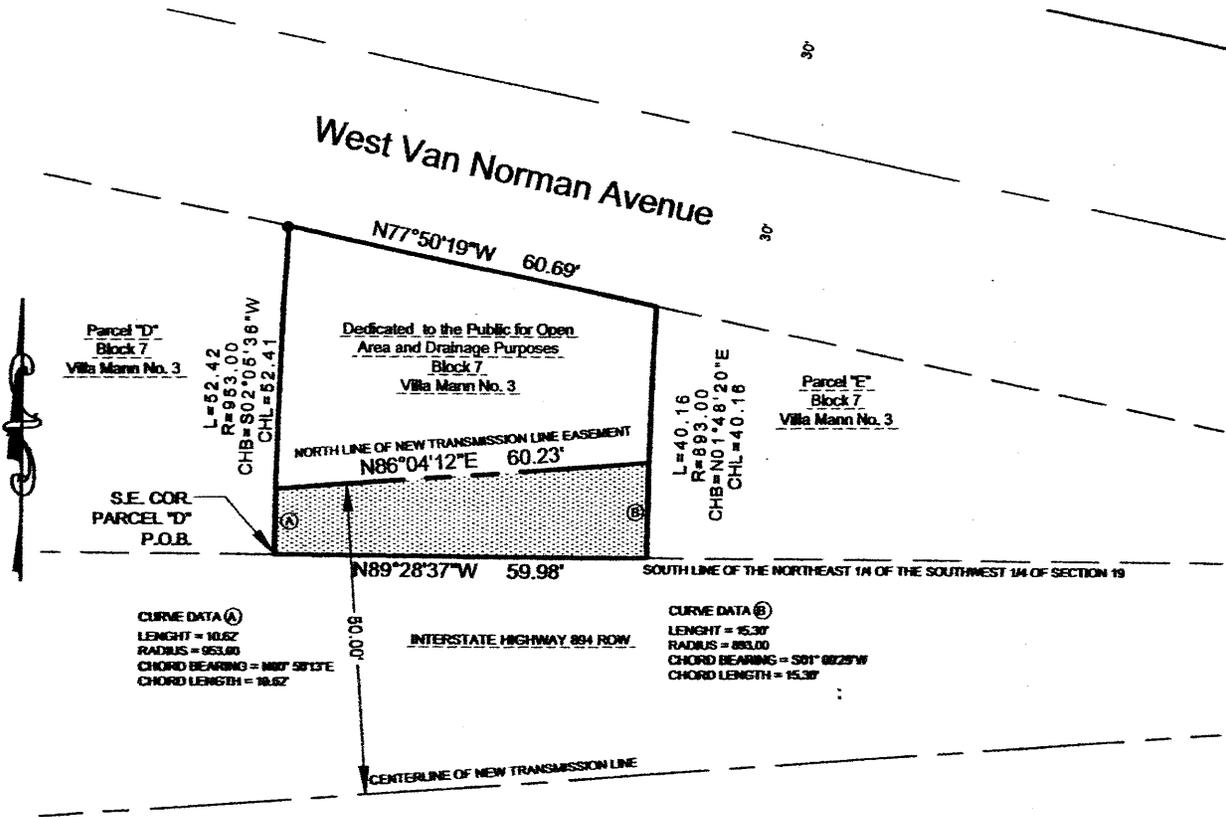
EASEMENT DESCRIPTION MAP

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
 N19 W23993 RIDGEVIEW PKWY. W.
 WAUKESHA, WI 53188

GRANTOR: CITY OF MILWAUKEE
 2141 W. VAN NORMAN AVE.
 MILWAUKEE, WI 53202
 TAX PARCEL NO. 598-0229-9

A Transmission Line Easement which crosses a part of the grantor's premises in the Southwest Quarter (SW 1/4) of Section 19, T06N-R22E, in the City of Milwaukee, Milwaukee County, Wisconsin described as:

Beginning at the Southeast corner of Parcel "D", Block 7 of Villa Mann No. 3 subdivision; thence northerly **10.62'** along the arc of a curve to the right, also being the West line of land dedicated to the Public for Open Area and Drainage Purposes, with a radius of **953.00'** and a chord bearing **N00°50'13"E, 10.62'**; thence **N86°04'12"E, 60.23'** to the East line of said dedicated land; thence southerly along said East line **15.30'** along the arc of a curve to the left, with a radius of **893.00'** and a chord bearing **S01°00'29"W, 15.30'** to the South line of said dedicated land; thence **N89°28'37"W, 59.98'** to the **Point of Beginning** and being more particularly described as shown below containing **777 square feet or 0.018 Acres +/-** and subject to restrictions, reservations, rights of way, and easements of record.



CURVE DATA (A)
 LENGTH = 10.62
 RADIUS = 953.00
 CHORD BEARING = N00°50'13"E
 CHORD LENGTH = 10.62

CURVE DATA (B)
 LENGTH = 15.30
 RADIUS = 893.00
 CHORD BEARING = S01°00'29"W
 CHORD LENGTH = 15.30

LEGEND

- TRANSMISSION EASEMENT
- - - TRANSMISSION RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE
- SECTION LINE
- PROPERTY LINE
- ROAD RIGHT OF WAY LINE

MAP KEY

ATC TRANSMISSION LINE EASEMENT
 = 0.018 ACRES +/-

NOTE: BEARINGS BASED UPON THE MILWAUKEE COUNTY COORDINATE SYSTEM.

AECOM



- LEGEND**
- - Found Iron
 - - Set 5/8" Iron W/P.S. Cap #: S-1704
 - - Found Concrete Monument
 - - Set Concrete Monument
 - R - RECORDED
 - M - MEASURED

Drawn :	BFG
Date:	02/25/2009
Scale:	1" = 30'
PROJECT NUMBER	200800259
SHEET NUMBER	1 OF 1

REVISIONS

X:\Projects\200800259-1400\dwg\G200800259-1400 TAKE.dwg: 2/26/2009 3:46:42 PM; GLASCZ, BRIAN

847.279.2500
 www.aecom.com
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