

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **4503291** IO NO. **MO01300471**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE**, 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, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being part of Grantor's land being a part of the **Northeast 1/4 and Southeast 1/4 of Section 5, Township 6 North, Range 22 East**, City of Milwaukee, Milwaukee County, Wisconsin; said premises being more particularly described as Parcel 2 in that certain Quit Claim Deed as recorded in the office of the Register of Deeds in Milwaukee County on March 13, 2009 as Document No. 09711145.

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.

Grantor agrees to comply with the Addendum - General Construction

Requirements and Restrictions for We Energies Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

1. **Purpose:** The purpose of this easement is to construct, 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, 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.
2. **Access:** 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. Grantee shall not perform any non-emergency excavation in or on the easement area nor the adjacent lands of Grantor without first obtaining Grantor's written permission to excavate. Written permission shall not be unreasonably withheld. In the event Grantee needs to perform emergency excavation in or on the easement area or the adjacent lands of Grantor, Grantee shall notify Grantor of the excavation as soon as practicable.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
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 4 inches without the written consent of Grantee.
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.
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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

462-0350-113
(Parcel Identification Number)

7. **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.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

CITY OF MILWAUKEE

By _____

Tom Barrett, Mayor

By _____

Jim Owczarski, City Clerk

By _____

Aycha Sawa, Comptroller

Signatures of Tom Barrett, Jim Owczarski, and Aycha Sawa authenticated this ____ day of ____ 2020.

Jeremy R. McKenzie
Assistant City Attorney
State Bar No. 105310

This instrument was drafted by Anderson.Robert-J on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

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 4 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.
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.

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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.