

GAS DISTRIBUTION EASEMENT

Document Number

FOR AND IN CONSIDERATION of the sum of \$1.00 and other good and valuable consideration to them paid, the receipt whereof is hereby acknowledged, the **CITY OF WEST ALLIS, WISCONSIN**, a **municipal corporation**, owners, hereinafter referred to as the "grantor", do hereby give, grant and convey unto

**WISCONSIN GAS LLC, a Wisconsin limited liability company
doing business as We Energies**

hereinafter referred to as the "grantee", its successors and assigns, subject to the limitations and reservations herein stated, the perpetual 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 the 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 hereinafter described strip of land twelve (12) feet in width being a part of Lot 1, Block 4, Assessors Plat No. 268 being a part of the premises of the grantor in a part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin (the "Easement Area").

RETURN TO:
WE ENERGIES
ATTN: KENNETH J. TESKE
231 W. MICHIGAN STREET, A252
MILWAUKEE, WI 53203

475-0008
(Parcel Identification Number)

The location of the Easement Area with respect to the premises of the grantor is as described on the attached Exhibit "A", and made a part hereof by this reference.

The grantee may request or otherwise appoint, assign, and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted. The rights herein granted to the grantee may be assigned in whole or in part by the grantee at any time.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area, and the use of the Easement Area and other adjacent lands of the grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the grantee as herein above enumerated but not necessarily limited thereto.

The 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, and the grantor further covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than six (6) inches without the prior written consent of the grantee.

The grantor, however, after the initial construction of the pipeline is completed, reserves the right to cultivate and use the ground surface within the Easement Area covered by this instrument provided that such use shall not, in the opinion of the grantee, interfere with or obstruct the grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline facilities ultimately installed therein.

The grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

The grantee, by the acceptance hereof, agrees to restore or repair damage to the grantor's property including pavement replacement and replacement of damaged or removed fencing, as nearly as is reasonably possible to the condition existing prior to such entry by the grantee or its agents and to the satisfaction of the City Engineer, which will not be unreasonably withheld and to compensate the grantor for any reasonable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated.

The grantor and the grantor's successors, assigns, heirs, executors and administrators, covenant and agree to and with the grantee, its successors and assigns, that at the time of the enrolling and delivery of this easement they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of the grantee hereunder, and will forever warrant and defend said easement against all and every person or persons lawfully claiming the whole or any part thereof.

It is understood that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.

This instrument shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns of all parties hereto.

This is not homestead property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of March, 2015 and the said _____ has caused these presents to be signed by its _____ and its _____ this _____ day of _____, 2015.

By Dan Devine

(Print name): Dan Devine

(Title): Mayor

By Rebecca Grill

(Print name): Rebecca Grill

(Title): City Administrator

STATE OF WISCONSIN)

: SS
Milwaukee COUNTY)

Personally came before me this 4th day of March, 2015, the above named
Dan Delino, the Mayor and
Rebecca Grill, the City Administrator of the **City of West Allis, Wisconsin,**
pursuant to a Resolution adopted by its Common Council.

Rebecca C. Fleming
Name Rebecca C. Fleming
Notary Public, State of Wisconsin
My commission expires 12-27-15

(NOTARY STAMP/SEAL)

WEST BURNHAM STREET

THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SEC. 3-6-21

THE EAST ONE-QUARTER COR.
OF SEC. 3-6-21

S 01°09'18" E
33.00' TO S. LN.
OF W. BURNHAM ST.

S 88°06'36" W
1258.26'

N 374666.65
E 2538293.58

P.O.B.

TAX KEY 475-0008
OWNER: CITY OF WEST ALLIS

SOUTH 64TH STREET

WEST BECHER STREET

12' GAS EASEMENT CENTERLINE DATA

LINE	BEARING	DISTANCE
POB - ①	S 01°09'18" E	97.20' TO R/W LINE

BEARING REFERENCE-GRID NORTH, WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27

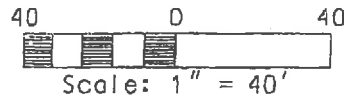


EXHIBIT "A"



TITLE
WE-ENERGIES GAS EASEMENT
PART OF THE NE¼ OF THE SE¼ OF SEC. 3,
T6N, R21E, CITY OF WEST ALLIS,
MILWAUKEE COUNTY, WISCONSIN

DRAWN BY: k.r. spaight

DATE: 11-17-2014

WR NUMBER: 3533019

REVISIONS: _____

EXHIBIT "B"

ADDENDUM

General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Pipeline Easement Areas

1. The Easement Area must be accessible to Wisconsin Gas LLC personnel or their agents.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Wisconsin Gas LLC's prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without Wisconsin Gas LLC'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. No drainage ditches or drain tiles may be constructed within the gas pipeline Easement Area unless approved in writing by Wisconsin Gas LLC with proper cover and erosion protection. Plans must be submitted to Wisconsin Gas LLC 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 Wisconsin Gas LLC 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. Wisconsin Gas LLC must be notified when excavation is planned in proximity to the gas pipeline to view and inspect excavation activities. Plans must be submitted to Wisconsin Gas LLC for prior written approval.
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.

EXHIBIT "B" – Page 2

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. Unless otherwise approved by the Grantee, fencing may be installed in the Easement Area, but fence posts are limited to an installation distance of 5 feet from the gas pipeline.
10. It is understood and agreed that Grantor is hereby permitted to plant shrubs and low profile plants within said 12 foot permanent easement. If, however, it is necessary for Grantee to reconstruct, maintain, monitor, operate, alter, replace, extend, protect, or repair and remove the pipeline, Grantee reserves the right to remove said plantings and Grantee shall not be liable to Grantor for any damage to or destruction of such plantings within the Easement Area.
11. 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. **The minimum cover does not apply to roadways.**
12. 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 Wisconsin Gas LLC are required.
13. **Wisconsin Gas LLC 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 Gas LLC Call Center is 1-800-242-9137.**
14. Additional protective requirements may be necessary upon review of the grantor's construction plans submitted to Wisconsin Gas LLC as required by the Easement Agreement.

WISCONSIN GAS LLC
Attn: System Engineering, A516
333 W. Everett Street
MILWAUKEE, WI 53203