

GAS DISTRIBUTION EASEMENT

Document Number

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 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 strips of land, fifty (50) feet in width, being a part of Grantor's land located in the **Northwest ¼ of Section 3, Township 8 North, Range 21 East**, in the City of Milwaukee, 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 – 2 pages) and Exhibit "B" (EASEMENT DESCRIPTION MAP – 2 pages), and made a part of this document.

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY MANAGEMENT
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

007-0131-100 and 007-0131-200
(Parcel Identification Numbers)

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.
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 Construction Area: Grantee and its agents shall have the further right to use, for initial construction purposes only, strips of land, shown and described on the attached Exhibits "A" and "B", as 'TEMPORARY CONSTRUCTION AREA'. The temporary construction area is for construction purposes only and is subject to the terms and conditions of a Right-of-Entry Permit to be issued by Milwaukee County Parks.

(signature pages follow)

Grantor:

MILWAUKEE COUNTY

(Signature)

David Crowley, Milwaukee County Executive

(Date)

(Signature)

George Christenson, Milwaukee County Clerk

(Date)

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named, David Crowley and George Christenson of Milwaukee County, a municipal corporation, to me known to be the persons who executed the foregoing instrument on behalf of said company and acknowledged the same.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

The signatures on this document were authenticated by me on this _____ day of _____, 20____. This Authentication shall constitute a certification as authorized by Wis. Stat. §706.06 that each of the above-named, David Crowley and George Christenson of Milwaukee County, signed here above and all signatures on this instrument are the genuine signatures of the above-named persons represented.

AUTHENTICATION

(Signature, Attorney, State of Wisconsin)

(Name Printed)

(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, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on _____ 20_____, by Dawn M. Neuy, Manager 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 A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
MILWAUKEE COUNTY/
REGISTER OF DEEDS
901 N. 9TH ST.
MILWAUKEE, WI

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

TAX PARCEL NO.
0070131100

PROPERTY DESCRIPTION

That part of Parcel 1 of Certified Survey Map No. 2798 in the NW 1/4 of Section 3, Township 8 North, Range 21 East.

PERMANENT EASEMENT DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 3 Township 8 North Range 21 East in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 3; thence South 00°23'21" East along the east line of the Northwest Quarter, 65.01 feet to the south right of way line of County Line Road; thence South 88°40'19" West along said north right of way line, 1.66 feet to the Point of Beginning (POB1); Thence South 02°58'50" West, 686.26 feet; Thence South 00°23'21" East, 60.50 feet to the south property line of the grantor; Thence North 90°00'00" West along said south property line of the grantor, 50.00 feet; Thence North 00°23'21" West, 61.63 feet; Thence North 02°58'50" East, 683.96 feet to the aforesaid south right of way line of County Line Road; Thence North 88°40'19" East along said south right of way line, 50.14 feet to the Point of Beginning.

The Permanent Easement Area contains 0.856 acres, more or less

TEMPORARY CONSTRUCTION AREA DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 3 Township 8 North Range 21 East in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 3; thence South 00°23'21" East along the east line of the Northwest Quarter, 65.01 feet to the south right of way line of County Line Road; thence South 88°40'19" West along said north right of way line, 51.80 feet to the Point of Beginning (POB 2); Thence South 02°58'50" West, 683.96 feet; Thence South 00°23'21" East, 60.63 feet to the south property line of the grantor; Thence North 90°00'00" West along said south property line of the grantor, 50.00 feet; Thence North 00°23'21" West, 62.76 feet; Thence North 02°58'50" East, 681.66 feet to the aforesaid south right of way line of County Line Road; Thence North 88°40'19" East along said south right of way line, 50.14 feet to the Point of Beginning.

The Temporary Construction Area contains 0.855 acres, more or less

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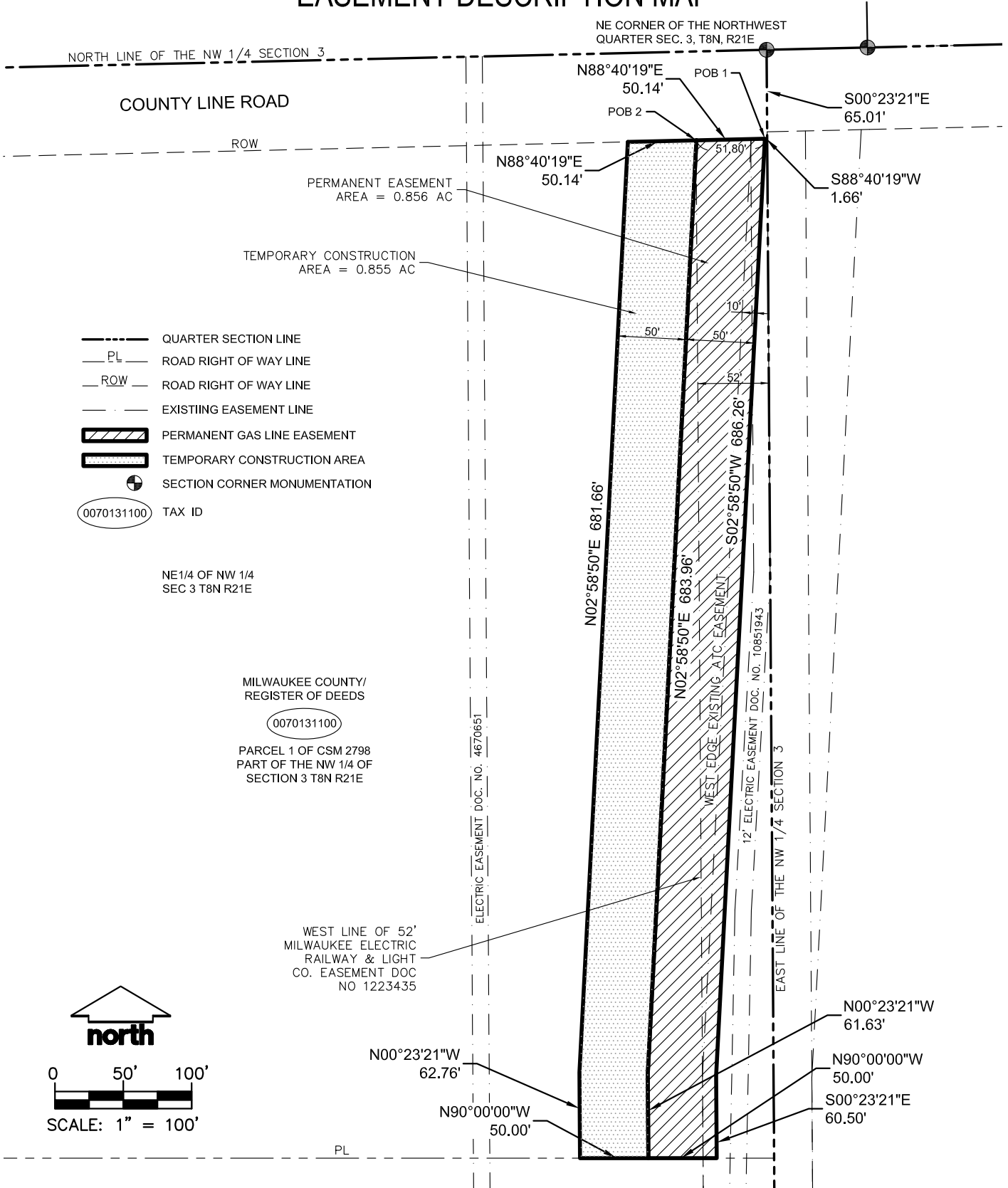
		REVISIONS:	DATE: 2/21/2022	DRAWN BY: MJP
		4/12/2022	EASEMENT AREA TO CONSTRUCTION AREA	CHECKED BY: CWR
			SCALE: NA	PROJECT NO: 21-10831
				SHEET NO: 1 OF 1

EXHIBIT B EASEMENT DESCRIPTION MAP



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JSD
 MILWAUKEE REGIONAL OFFICE
 W238 N 1610 BUSSE ROAD, SUITE 100
 WAUKESHA, WISCONSIN 53188
 P. 262.513.0666



REVISIONS:	
4/12/2022	EASEMENT AREA TO CONSTRUCTION AREA

DATE: 2/21/2022
 SCALE: 1"=100'

DRAWN BY: MJP
 CHECKED BY: CWR
 PROJECT NO: 21-10831
 SHEET NO: 1 OF 1

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
MILWAUKEE COUNTY PARKS
9480 WATERTOWN PLANK RD.
WAUWATOSA, WI

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

TAX PARCEL NO.
0070131200

PROPERTY DESCRIPTION

That part of Parcel 1 of Certified Survey Map No. 2798 in the NW 1/4 of Section 3, Township 8 North, Range 21 East.

PERMANENT EASEMENT DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 3 Township 8 North Range 21 East in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 3; thence South 00°23'21" East along the east line of the Northwest Quarter, 810.89 feet to the north property line of the grantor; thence South 90°00'00" West along said north property line, 42.00 feet to the Point of Beginning (POB 1); Thence South 00°23'21" East, 144.18 feet; Thence South 45°04'19" West, 600.82 feet to the north line of an existing gas easement as listed in DOC # 4504645; Thence South 89°38'22" West along said north line of gas easement, 71.25 feet; Thence North 45°04'19" East, 630.63 feet; Thence North 00°23'21" West, 123.57 feet to the aforesaid north property line of the grantor; Thence North 90°00'00" East along said north property line, 50.00 feet to the Point of Beginning.

The Permanent Easement Area contains 0.860 acres, more or less

TEMPORARY CONSTRUCTION AREA DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 3 Township 8 North Range 21 East in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 3; thence South 00°23'21" East along the east line of the Northwest Quarter, 810.89 feet to the north property line of the grantor; thence South 90°00'00" West along said north property line, 92.00 feet to the Point of Beginning (POB 2); Thence South 00°23'21" East, 123.57 feet; Thence South 45°04'19" West, 630.63 feet to the north line of an existing gas easement as listed in DOC # 4504645; Thence South 89°38'22" West along said north line of gas easement, 71.25 feet; Thence North 45°04'19" East, 660.44 feet; Thence North 00°23'21" West, 102.96 feet to the aforesaid north property line of the grantor; Thence North 90°00'00" East along said north property line, 50.00 feet to the Point of Beginning.

The Temporary Construction Area contains 0.871 acres, more or less

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		REVISIONS:	DATE: 2/21/2022	DRAWN BY: MJP
		4/12/2022	EASEMENT AREA TO CONSTRUCTION AREA	CHECKED BY: CWR
			SCALE: NA	PROJECT NO: 21-10831
				SHEET NO: 1 OF 1

EXHIBIT B EASEMENT DESCRIPTION MAP

NE CORNER OF THE
NORTHWEST QUARTER
SEC. 3, T8N, R21E

- QUARTER SECTION LINE
- ROAD RIGHT OF WAY LINE
- ROAD RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- SIXTEENTH LINE
- PERMANENT GAS LINE EASEMENT
- TEMPORARY CONSTRUCTION AREA
- SECTION CORNER MONUMENTATION
- TAX ID

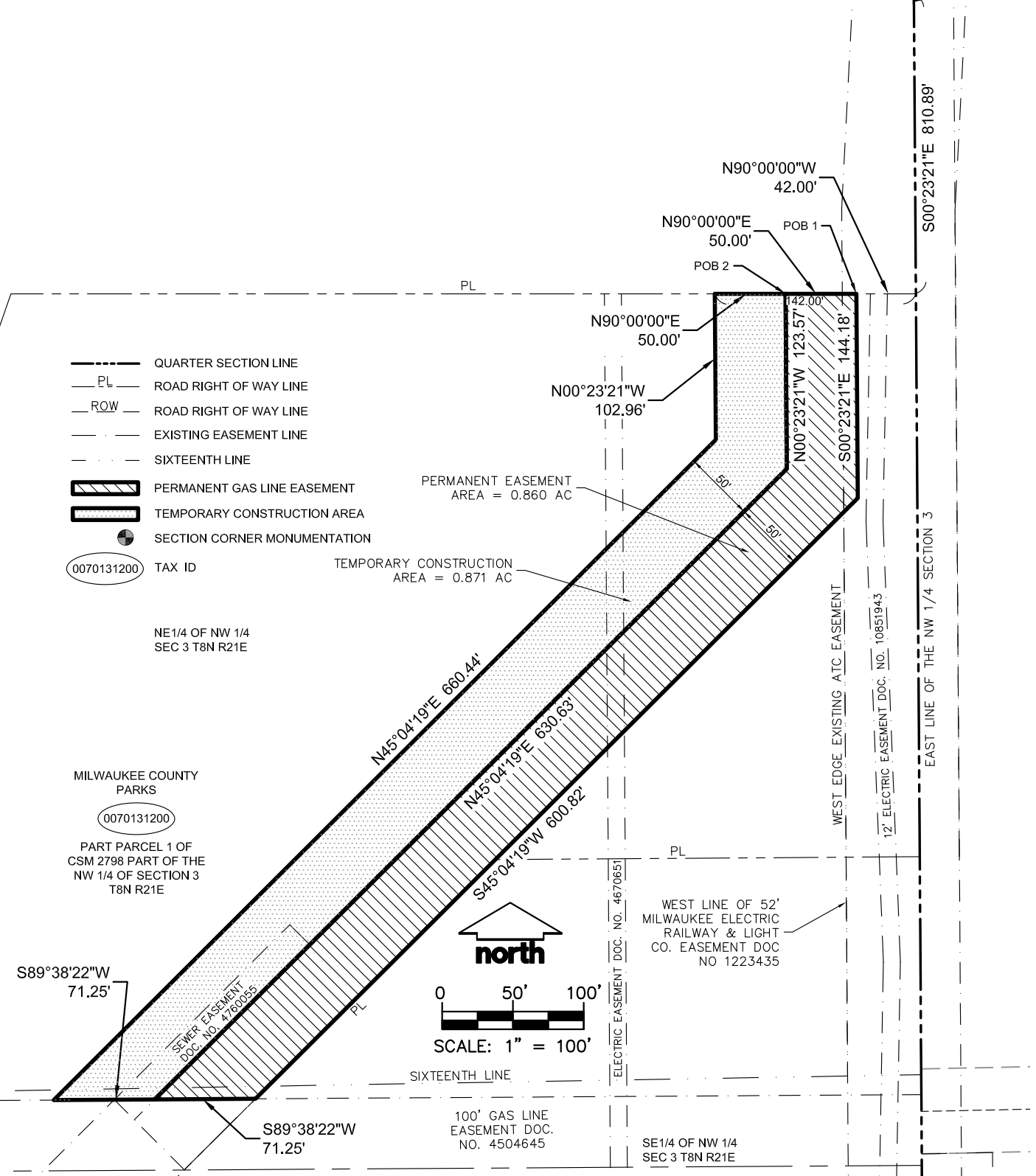
NE 1/4 OF NW 1/4
SEC 3 T8N R21E

MILWAUKEE COUNTY
PARKS

PART PARCEL 1 OF
CSM 2798 PART OF THE
NW 1/4 OF SECTION 3
T8N R21E

PERMANENT EASEMENT
AREA = 0.860 AC

TEMPORARY CONSTRUCTION
AREA = 0.871 AC



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JSD
MILWAUKEE REGIONAL OFFICE
W238 N 1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666



REVISIONS:	
4/12/2022	EASEMENT AREA TO CONSTRUCTION AREA

DATE: 2/21/2022
SCALE: 1"=100'

DRAWN BY: MJP
CHECKED BY: CWR
PROJECT NO: 21-10831
SHEET NO: 1 OF 1

EXHIBIT "C"

ADDENDUM

General Construction Requirements and Restrictions for We Energies Gas Pipeline 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 six (6) inches without Grantee's prior written approval. A minimum of thirty-six (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 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 eighteen (18) inch separation from the gas pipeline. Any excavation within two (2) feet of the pipeline must be done by hand-digging or vacuum excavation with a Grantee representative present to view and inspect excavation activities.
7. Underground culverts, pipelines, cables, sewers or any utility may not be placed within eighteen (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. Any excavation within two (2) feet of the pipeline must be done by hand-digging or vacuum excavation with a Grantee representative present to view and inspect excavation activities.
8. 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 permitted within the Easement Area with Grantee's prior written approval of Grantor's fence plan.
9. Planting of trees and shrubs is not permitted within the Easement Area.
10. The installation of private or public roads may be permitted within the Easement Area with Grantee's prior written approval of Grantor's road plan. The road plan must show sound structural fill around the gas pipeline. Grantee 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.
11. 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 forty-eight (48) inches over the gas pipeline.
12. 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.
13. Digger's Hotline must be contacted at least three (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.
14. **Grantee's 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 Grantee's Call Center is 1-800-242-9137.**

EXHIBIT "C" – Page 2

15. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.
16. Manure may not be placed or spread within the Easement Area prior to the initial installation of Grantee's Facilities.

We Energies
Attn: System Engineering, A516
333 W. Everett Street
Milwaukee, WI 53203