



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Projection
NAD_1927_StatePlane_Wisconsin_South_FIPS_4803



1:2,257

376 0 188 376 Feet

Notes

Empty text box for notes.

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



BROWN DEER PARK



PROPOSED 12' WIDE
EASEMENT AREA
UNDERGROUND ELECTRIC
(YELLOW DASHED LINE)

Projection
NAD_1927_StatePlane_Wisconsin_South_FIPS_4803



1:4,514

752 0 376 752 Feet

Notes

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From: Vandulm, Kurt A [mailto:Kurt.Vandulm@we-energies.com]
Sent: Tuesday, July 10, 2018 11:02 AM
To: Toomsen, Sarah <Sarah.Toomsen@milwaukeecountywi.gov>
Subject: ROE/Easement Request--Brown Deer Park--Proposed Underground Electric

Sarah-

Here is our ROE/Easement request for the proposed electric installation at Brown Deer Park. Please review and contact me with any questions.

We received a request for electric service to a property at 7800 N Green Bay Road. The existing electric lines near that property are not capable of supporting the electric load so we are looking for a route to run a new underground feed from the south. Our electric designer is proposing to tie into an existing line on the south side of Good Hope Road (west of Range Line Road), then run along part of the south property line of Brown Deer Park and north along the entire east property line.

The yellow dashed line on the attached aerial represents the proposed underground route on parkland and the proposed 12' wide easement area. See first attached Aerial map. We would directional bore the entire route.

There is also an area along the west side of the park just south of Calumet Road where we would need to install a new pole to tie into existing overhead lines. See attached Aerial (2).

Based on the assessed land value of a nearby park - Tripoli Golf Club (Parcel ID# 103-9999-002) - the easement value comes to **\$4,845**.

This was calculated using 50% of the assessed land value multiplied by the square footage of the easement area.

- Assessed land value = \$7500/acre or \$.17/ft²
- Easement Area ≈ 57,000 ft²

Please let me know if this is acceptable.

I am also including the easement document. The easement drawing (Exhibit "A") will be prepared by our surveyor.

Thank you,

Kurt

Kurt van Dulm

Lead Right-of-Way Agent

We Energies

office: 414-944-5562

mobile: 414-651-3956

kurt.vandulm@we-energies.com

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR Number: 4203573

IO Number: 11932

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, twelve (12) feet in width, being a part of Grantor's land (known as Brown Deer Park), being part of the **Northeast ¼, Northwest ¼, Southwest ¼, and Southeast ¼ of Section 3, Township 8 North, Range 21 East**, City of Milwaukee, Milwaukee County, Wisconsin.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

086-9999-100

087-9999-100

101-9997-100

(Parcel Identification Numbers)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, including one pole and overhead electric conductors within the easement area noted on the attached drawing, marked Exhibit "A", all to transmit electric energy, signals, television and telecommunication services, 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.

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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. 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. 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.
- 7. 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.
- 8. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 9. 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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

State Bar No.: _____

Date: _____

OR

DISTRIBUTION EASEMENT
UNDERGROUND

WR Number: 3957308

IO Number: CR0605

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, fifteen (15) feet in width, being a part of Grantor's land (known as Doyne Park), being part of **Lot 4, Block 7, Assessor's Plat No. 126**, in the Northeast ¼ and Southeast ¼ of the **Northwest ¼ of Section 26, Township 7 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

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.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

385-0040-100

(Parcel Identification Number)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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. 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. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

State Bar No.: _____

Date: _____

OR

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies

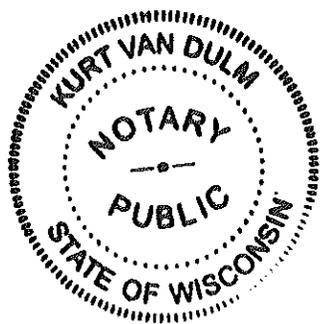
By: *Dawn M. Neuy*
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

Kurt van Dulm
Kurt van Dulm Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019

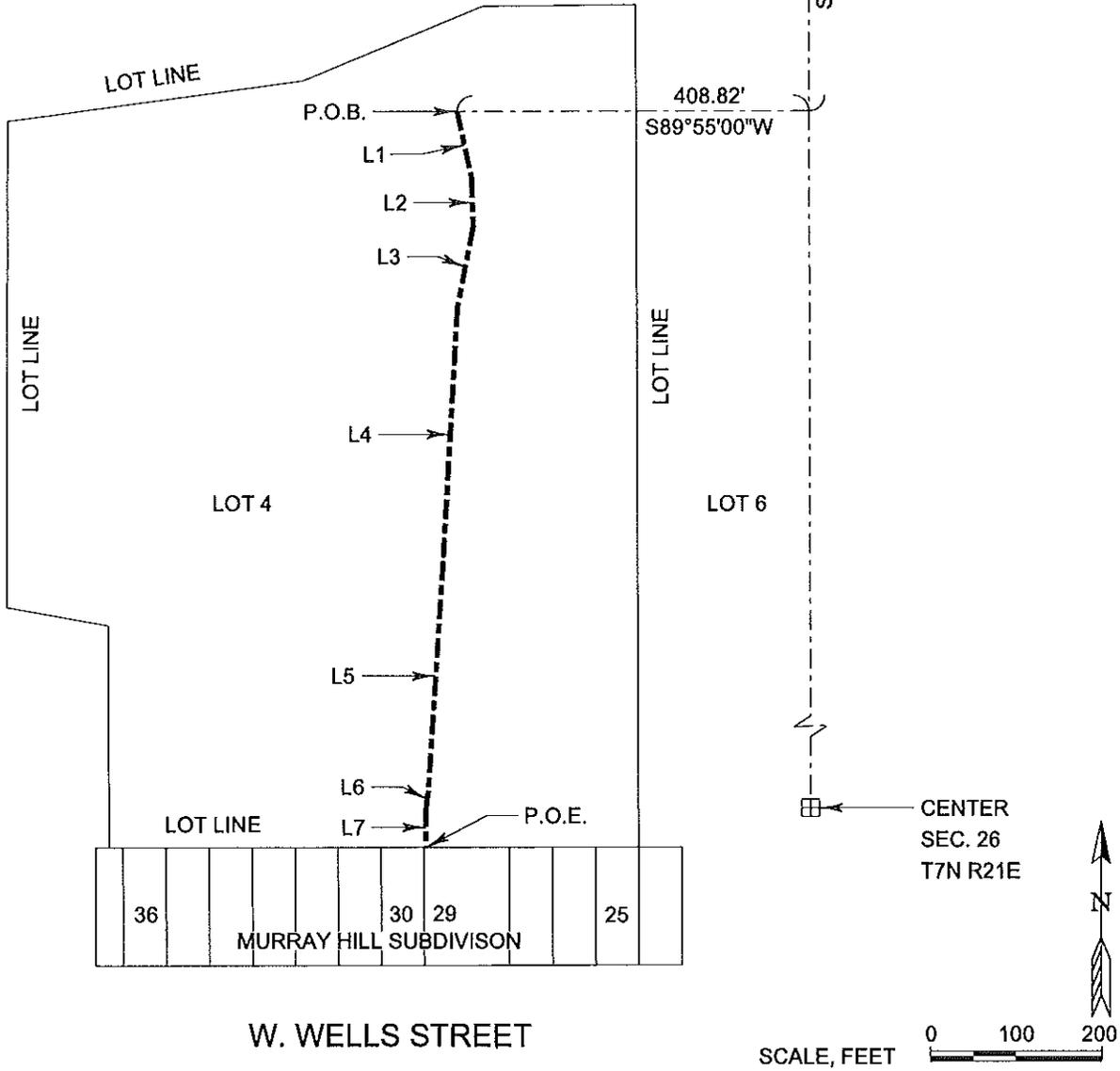


KEY

CENTERLINE OF A 15 FOOT WIDE EASEMENT AREA

LINE	LENGTH	BEARING
L1	78.97'	S12°30'36"E
L2	56.28'	S01°37'48"E
L3	94.83'	S11°24'42"W
L4	292.79'	S03°16'05"W
L5	265.09'	S03°51'11"W
L6	19.05'	S08°04'39"W
L7	46.00'	S00°06'34"E

BEARINGS REFERENCED TO WISCONSIN COUNTY COORDINATE SYSTEM - MILWAUKEE COUNTY



KA KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

EXHIBIT "A"



PART OF LOT 4, BLOCK 7, ASSESSOR'S PLAT NO. 126,
LOCATED IN THE NE¼ AND SE¼ OF THE NW¼ OF SEC. 26, T7N, R21E,
CITY OF MILWAUKEE,
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	xxxxxxx
DATE:	01/02/18
DRAWN BY:	SAZ
SCALE:	1" = 200'
PAGE 1 of 1	

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR Numbers: 385166 and 4062654

IO Number: 75850

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, twenty (20) feet in width, being a part of Grantor's land (known as Falk Park) in the **Northeast ¼, Northwest ¼, and Southwest ¼ of Section 7, Township 5 North, Range 22 East**, in the City of Oak Creek, Milwaukee County, State of Wisconsin.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

762-9991-001, 763-9995-000,
and 785-9999-002
(Parcel Identification Numbers)

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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. 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. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

State Bar No.: _____

Date: _____

OR

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies

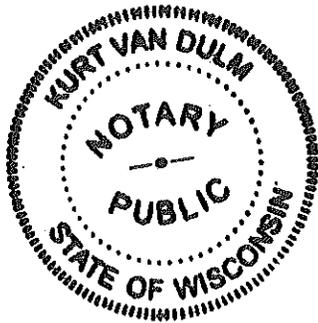
By: *Dawn M. Neuy*
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

Kurt van Dulm
Kurt van Dulm Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019

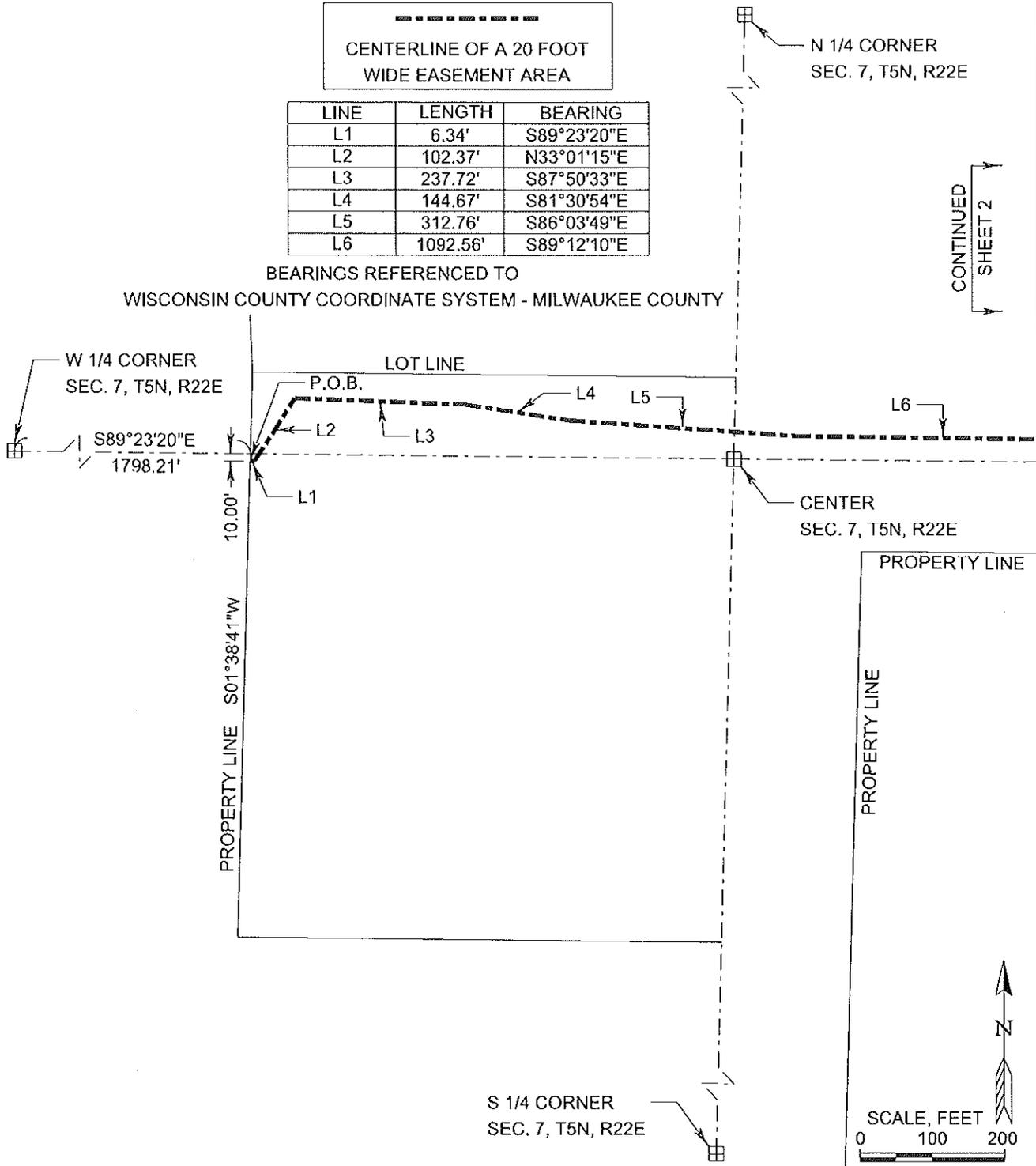


KEY

 CENTERLINE OF A 20 FOOT
 WIDE EASEMENT AREA

LINE	LENGTH	BEARING
L1	6.34'	S89°23'20"E
L2	102.37'	N33°01'15"E
L3	237.72'	S87°50'33"E
L4	144.67'	S81°30'54"E
L5	312.76'	S86°03'49"E
L6	1092.56'	S89°12'10"E

BEARINGS REFERENCED TO
 WISCONSIN COUNTY COORDINATE SYSTEM - MILWAUKEE COUNTY



KA KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

EXHIBIT "A"



PART OF THE SW 1/4, NW 1/4, AND NE 1/4 OF
 SEC. 7, T5N, R22E, CITY OF OAK CREEK,
 MILWAUKEE COUNTY, WISCONSIN

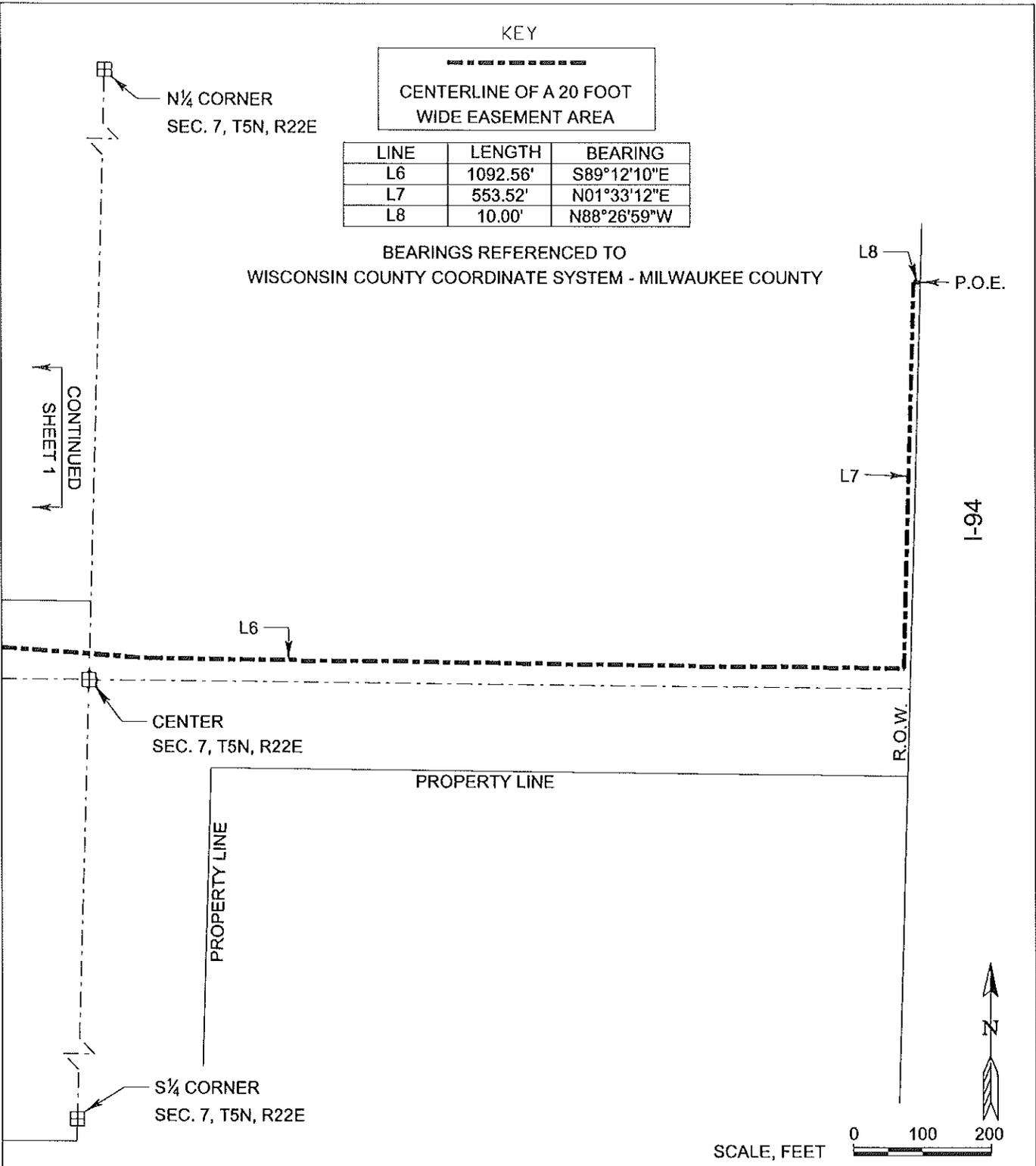
WR NUMBER:	xxxxxx
DATE:	1/02/18
DRAWN BY:	CML
SCALE:	1" = 200'
PAGE 1 of 2	

KEY

CENTERLINE OF A 20 FOOT WIDE EASEMENT AREA

LINE	LENGTH	BEARING
L6	1092.56'	S89°12'10"E
L7	553.52'	N01°33'12"E
L8	10.00'	N88°26'59"W

BEARINGS REFERENCED TO WISCONSIN COUNTY COORDINATE SYSTEM - MILWAUKEE COUNTY



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

EXHIBIT "A"



PART OF THE SW 1/4, NW 1/4, AND NE 1/4 OF
SEC. 7, T5N, R22E, CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	XXXXXX
DATE:	1/02/18
DRAWN BY:	CML
SCALE:	1" = 200'
PAGE 2 of 2	

DISTRIBUTION EASEMENT
UNDERGROUND

WR Number: 3976817

IO Number: 5451

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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: a strip of land, twenty (20) feet in width, being a part of Grantor's land (known as Falk Park), being a part of lands in the Southwest $\frac{1}{4}$ of the **Northeast $\frac{1}{4}$** , and part of **Outlot 1 of Certified Survey Map No. 8472**, a division of lands in the Northwest $\frac{1}{4}$ of the **Southeast $\frac{1}{4}$** , all in **Section 7, Township 5 North, Range 22 East**, in the City of Oak Creek, Milwaukee County, Wisconsin. Said Certified Survey Map recorded in the Office of the Register of Deeds for Milwaukee County on August 24, 2012 as **Document No. 10153585**.

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.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

763-9995-000 and 784-9022-000
(Parcel Identification Numbers)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

(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.

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- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
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6. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

State Bar No.: _____

Date: _____

OR

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies

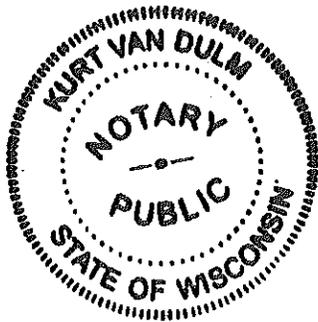
By: *Dawn M. Neuy*
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

Kurt van Dulm
Kurt van Dulm Notary Public, State of Wisconsin

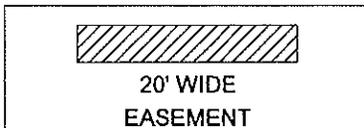
(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019



PLOT DATE : 6/23/2017

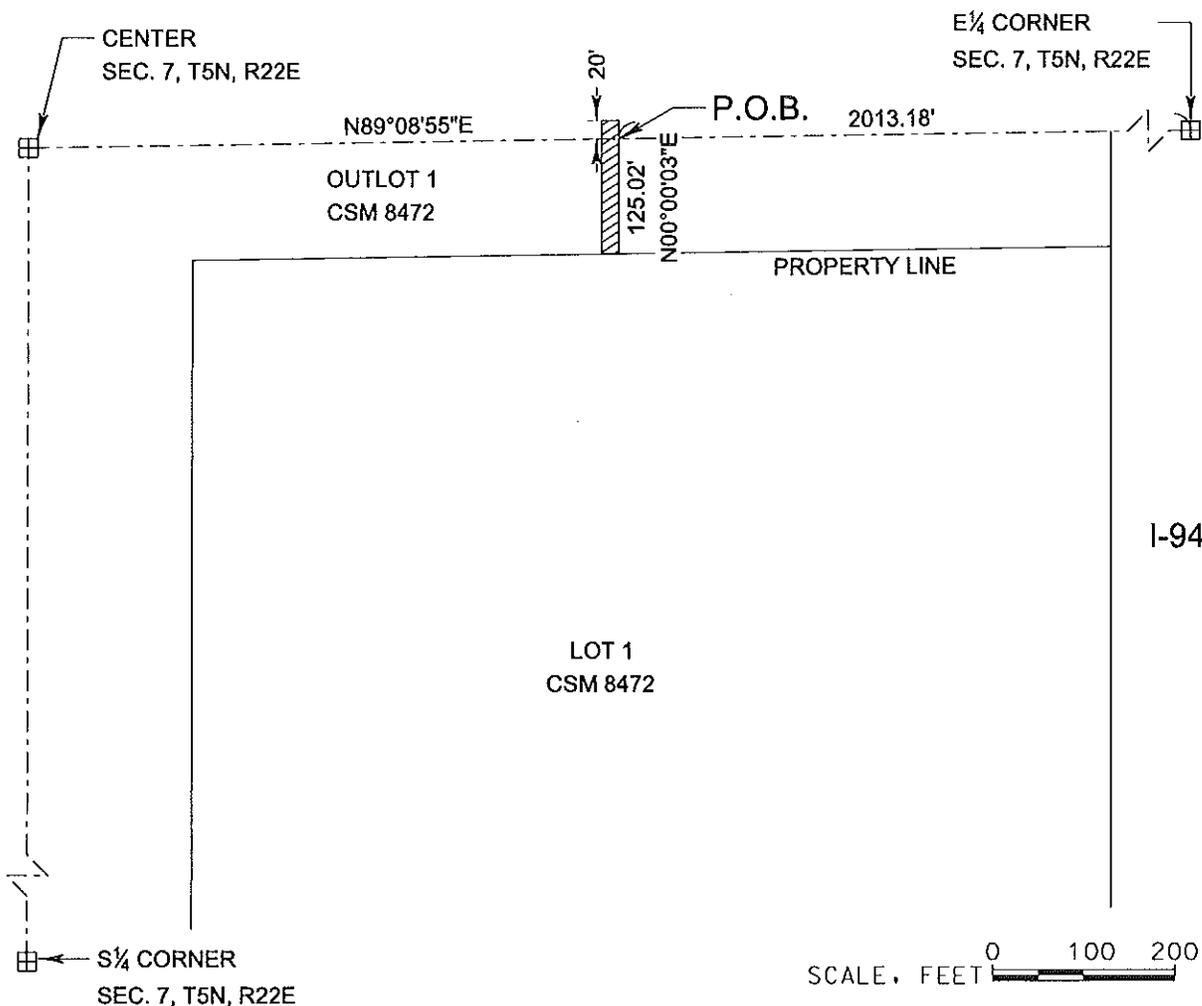
KEY



BEARINGS ARE REFERENCED TO
WISCONSIN STATE PLANE
SOUTH ZONE NAD 27



MILWAUKEE COUNTY



KA KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

EXHIBIT "A"



PART OF OUTLOT 1 OF CSM 8472 IN THE NW ¼ OF THE SE ¼
& LANDS IN THE SW ¼ OF THE NE ¼,
ALL IN SEC. 7, T5N, R22E, CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

DRAWN BY:	CML
DATE:	06/23/17
WR NUMBER:	3976817
SCALE:	1" = 200'
PAGE 1 of 1	

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR Number: 3821492

IO Number: 52124

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, fifteen (15) feet in width, being a part of Grantor's land (known as Lake Park) in the **Northeast ¼ and Southeast ¼ of Section 15, Township 7 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

318-9999-100
(Parcel Identification Number)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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. 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. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

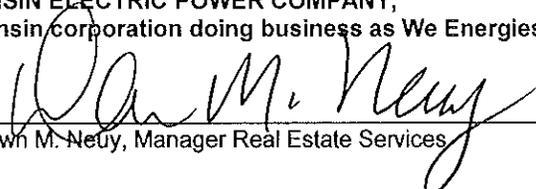
State Bar No.: _____

Date: _____

OR

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies

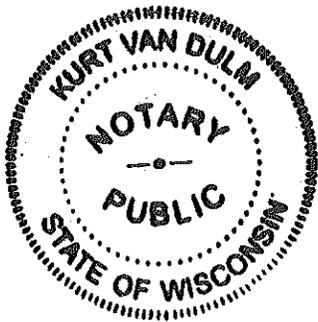
By: 
Dawn M. Neuy, Manager Real Estate Services

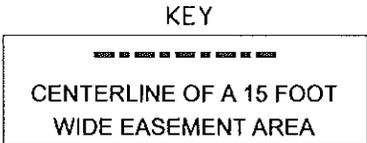
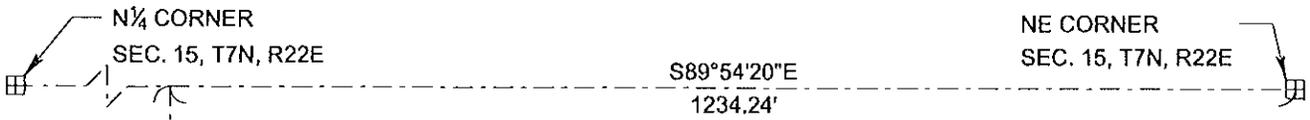
Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.


Kurt van Dulm Notary Public, State of Wisconsin

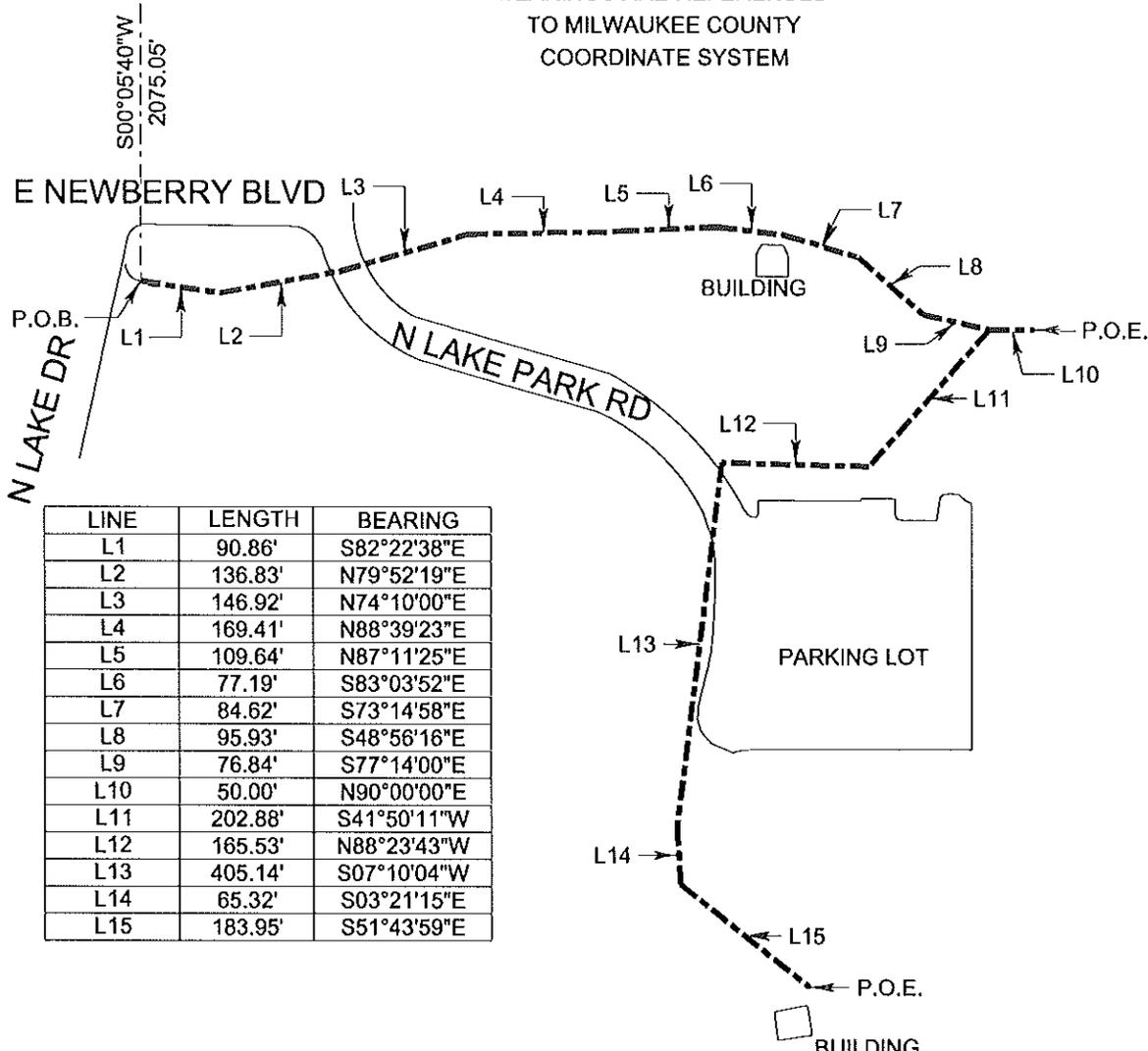
(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019





BEARINGS ARE REFERENCED TO MILWAUKEE COUNTY COORDINATE SYSTEM



LINE	LENGTH	BEARING
L1	90.86'	S82°22'38"E
L2	136.83'	N79°52'19"E
L3	146.92'	N74°10'00"E
L4	169.41'	N88°39'23"E
L5	109.64'	N87°11'25"E
L6	77.19'	S83°03'52"E
L7	84.62'	S73°14'58"E
L8	95.93'	S48°56'16"E
L9	76.84'	S77°14'00"E
L10	50.00'	N90°00'00"E
L11	202.88'	S41°50'11"W
L12	165.53'	N88°23'43"W
L13	405.14'	S07°10'04"W
L14	65.32'	S03°21'15"E
L15	183.95'	S51°43'59"E



EXHIBIT "A"



LOCATED IN THE NE 1/4 AND THE SE 1/4 OF
 SEC. 15, T7N, R22E,
 CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	3821492
DATE:	05/29/18
DRAWN BY:	CML
SCALE:	1" = 200'
PAGE 1 of 1	



BURLEIGH BRIDGE OVER MENOMONEE RIVER



-APPROXIMATE ALIGNMENT OF PROPOSED UNDERGROUND ELECTRIC CABLES (DASHED YELLOW LINES)
 -TWO PARALLEL BORES WITH 5' OF HORIZONTAL SEPARATION
 -BORE PITS LOCATED AT EACH CORNER (CHANGE OF DIRECTION)
 -SEE ELECTRIC DESIGN FOR RIVER CROSSING BORE PROFILE

188 0 94 188 Feet



1:1,129

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803
 © MCAMLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes

RELOCATE ELECTRIC LINES
 CURRENTLY ATTACHED TO BURLEIGH
 BRIDGE



4198310

DB ORDER



C T V: MILWAUKEE

CUST/PROJ NAME: W BURLEIGH ST BRIDGE

PROJECT LOCATION: 9900 W BURLEIGH ST
MILWAUKEE

PREPARED BY: ELIZABETH CASTELLAN

E-MAIL: ELIZABETH.CASTELLAN@WE-ENERGIES.COM

OFFICE #: (570)716-0893 CELL #: (570)716-0893

PROJECT ID: _____ IO #: 75851

OPERATING MAPS: 4140-7688-02

EXISTING FEEDER: X8652/Z3753

PROPOSED FEEDER: X8652/Z3753

T-R-S - ¼Q: 0721E 08SE CGS#: _____

TYPE OF WORK:

CABLE REPLACEMENT FEEDER CUT

PAVING RELOCATION REBUILD

OTHER

CONVERSION kV to kV

STAKING REQUIREMENTS:

SURVEYOR STAKED

DESIGNER NOT NEEDED

RESTORE PRIVATE PROPERTY:

YES NO

JU COMPANY

PROJECT #:

CONSTRUCTION CONTACT:

PHONE # _____, CELL # _____

EMAIL _____

JU COMPANY

PROJECT #:

CONSTRUCTION CONTACT:

PHONE # _____, CELL # _____

EMAIL _____

JU COMPANY

PROJECT #:

CONSTRUCTION CONTACT:

PHONE # _____, CELL # _____

EMAIL _____

RAILROAD PERMITTING/FLAGGING REQUIRED YES NO

RR NAME _____

THIS IS A JUMPP PROJECT THIS IS NOT A JUMPP PROJECT

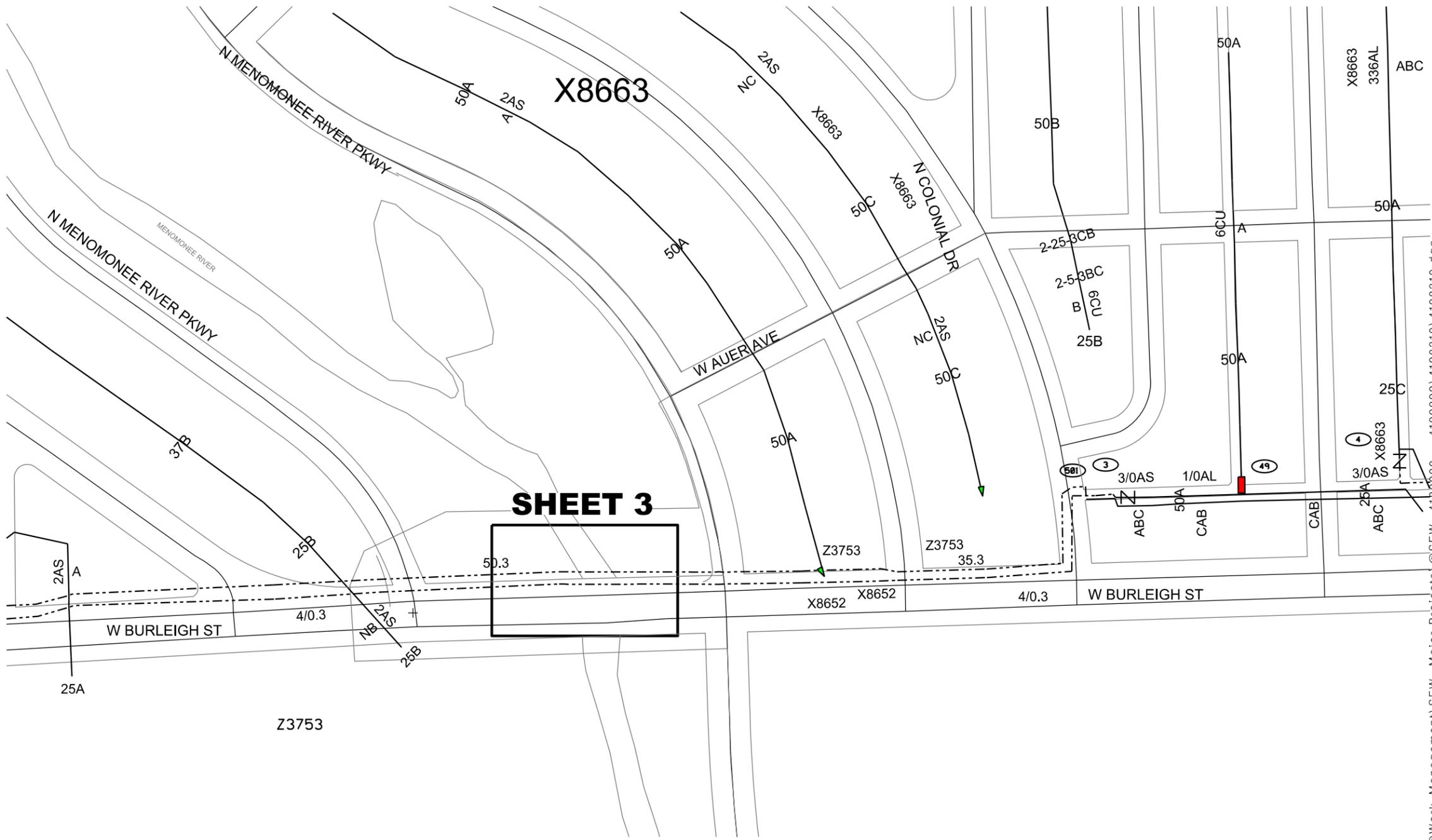
ROW TO OBTAIN EASEMENT / ADD EASEMENT. SURVEYOR TO STAKE C/L AND MARK WIDTH OF EASEMENT ON STAKE.

ROW TO CONTACT CST/DESIGNER FOR EASEMENT REQ'S.

NO NEW EASEMENTS REQUIRED

EROSION CONTROL NOTES

- IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED. FINAL STABILIZATION IS REQUIRED IN SPRING.
- IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED. IF DISTURBANCE OCCURS OUTSIDE THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
- IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
- DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.
- STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
- PROJECT SPECIFIC EROSION CONTROL NOTES:



WR 4198310

REV.	DESCRIPTION	BY	DATE
0	DESIGN APPROVED FOR CONSTRUCTION	EC	4/20/18

U:\Data\@Work Management\SEW Major Projects\@SEW 4180000 - 4199999\4198310\4198310.dgn



ELECTRIC WORK REQUEST

4198310

DB ORDER 4221611 - CONDUIT ORDER 4221612 - CABLE ORDER



3116

C/WAUWATOSA

C/MILWAUKEE

MENOMONEE RIVER PKWY

3110

120 BORE PIT

130 BORE PIT

MKE COUNTY PARKS

MAINTAIN MINIMUM 5' DISTANCE

MKE COUNTY PARKS

3100

110 SPLICE PIT

140 SPLICE PIT

SEE WR 4221612

SEE WR 4221612

3101

BES

MH8371

501'

MH7973

NOTE: TRANSITION FROM XLPEL TO DB CABLE WILL BE ON CABLE WR 4221612

NOTE: TRANSITION FROM XLPEL TO DB CABLE WILL BE ON CABLE WR 4221612

W BURLEIGH ST

C/MILWAUKEE

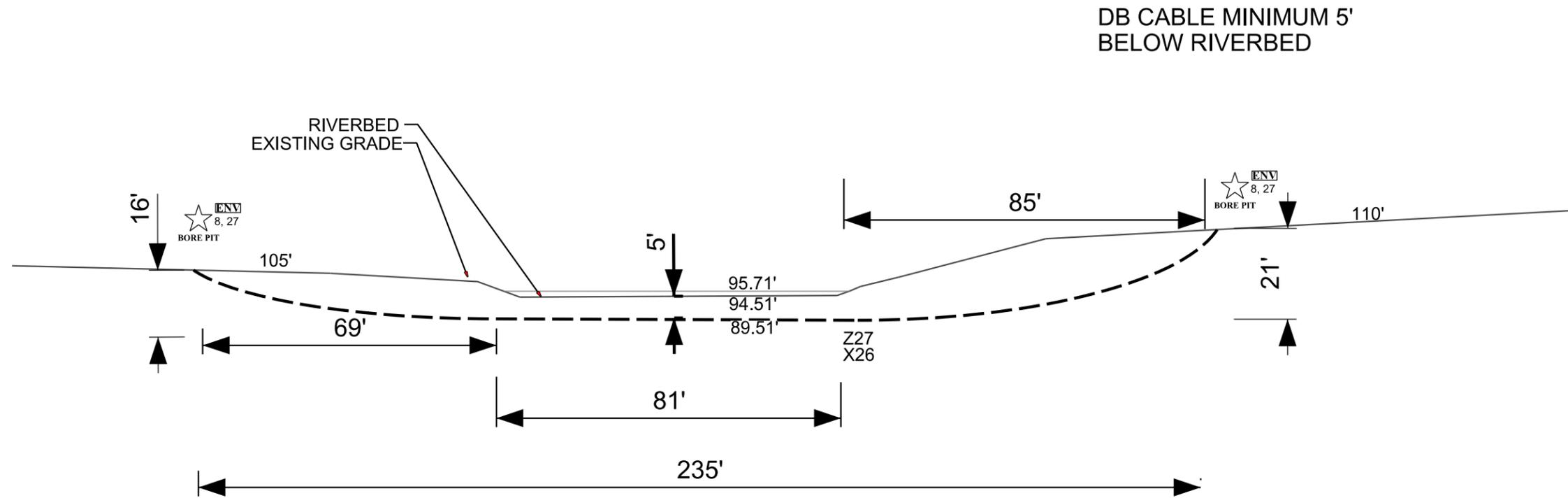
C/WAUWATOSA

SCALE 1" = 30'

SHEET 3 OF 4



MENOMONEE RIVER BORE CROSSING PROFILE



ELEVATION LOOKING NORTH

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR Number: 4198310

IO Number: 75851

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, fifteen (15) feet in width, being a part of Grantor's land (known as Menomonee River Parkway), being part of the **Southeast ¼ of Section 8, Township 7 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

294-9999-100
(Parcel Identification Number)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 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, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 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. 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. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

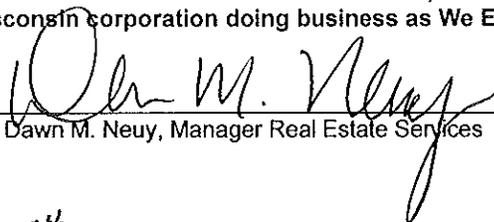
State Bar No.: _____

Date: _____

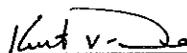
OR

Grantee:

**WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies**

By: 
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.


Kurt van Dulm Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019

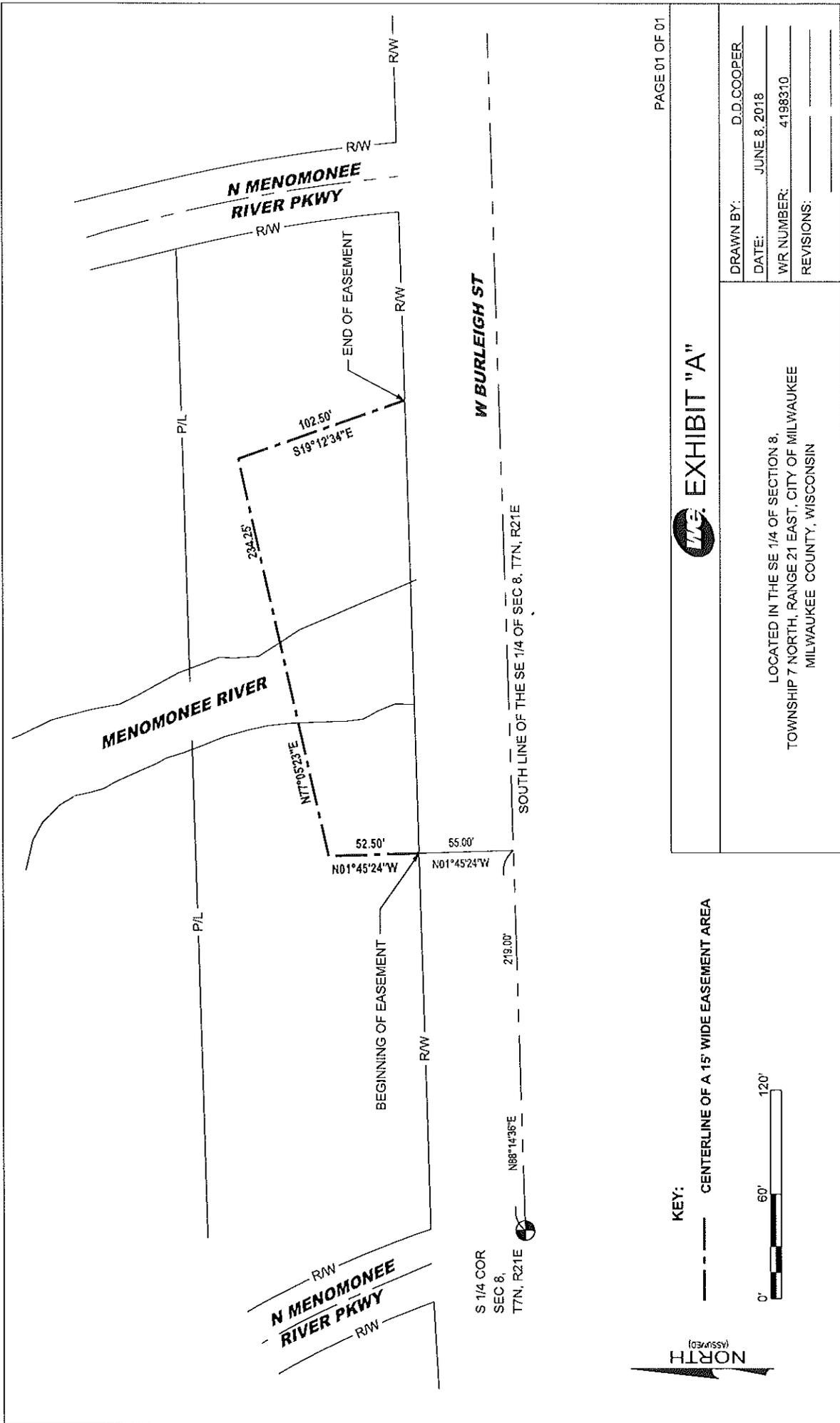
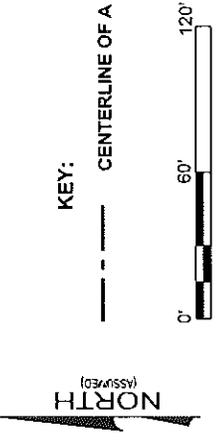


EXHIBIT "A"

DRAWN BY:	D.D. COOPER
DATE:	JUNE 8, 2018
WR NUMBER:	4.198310
REVISIONS:	

LOCATED IN THE SE 1/4 OF SECTION 8,
TOWNSHIP 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE
MILWAUKEE COUNTY, WISCONSIN

KEY:
 - - - - - CENTERLINE OF A 15' WIDE EASEMENT AREA



Hi Sarah-

Based on the assessed land value of this parcel (294-9999-100), the easement value computes to **\$1,300**.

This was calculated using 50% of the land value times the square footage of the easement area.

- Assessed land value = \$19,394 per acre or \$.45/square foot
- Easement area = 5775 square feet (385' x 15')

Please let me know if this is agreeable or if you have any questions.

Thank you,

Kurt

Kurt van Dulm

Lead Right-of-Way Agent

We Energies

office: 414-944-5562

mobile: 414-651-3956

kurt.vandulm@we-energies.com

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR Number: 3967327

IO Number: 76253

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILWAUKEE COUNTY, a municipal body corporate**, hereinafter referred to as "Grantor", owner of land, hereby 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, fifteen (15) feet in width, being a part of Grantor's land (known as South Shore Park) in the **Northwest ¼ and Southwest ¼ of Section 10, Township 6 North, Range 22 East**, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

501-9999-100 and 503-0503-100
(Parcel Identification Numbers)

1. Purpose:

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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.

(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. 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, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.

3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

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, request for which shall be promptly considered by Grantee and not unreasonably withheld.

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6. **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.
7. **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.
8. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
9. **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.

(signature pages follow)

Grantor:

MILWAUKEE COUNTY

(Signature)

(Date)

Chris Abele, Milwaukee County Executive

(Signature)

(Date)

George Christenson, Milwaukee County Clerk

STATE OF WISCONSIN)

) SS.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20_____, the above-named, Chris Abele and George Christenson of Milwaukee County, a municipal corporation, to me known to be the person 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, Chris Abele 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)

**County Corporation Counsel
Approval and Authentication**

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: _____

Title: _____

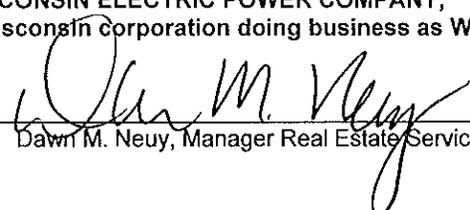
State Bar No.: _____

Date: _____

OR

Grantee:

WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation doing business as We Energies

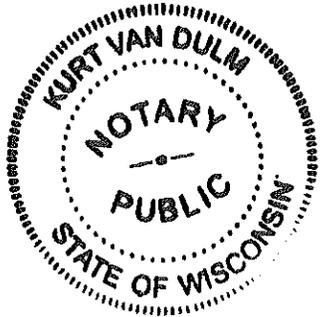
By: 
Dawn M. Neuy, Manager Real Estate Services

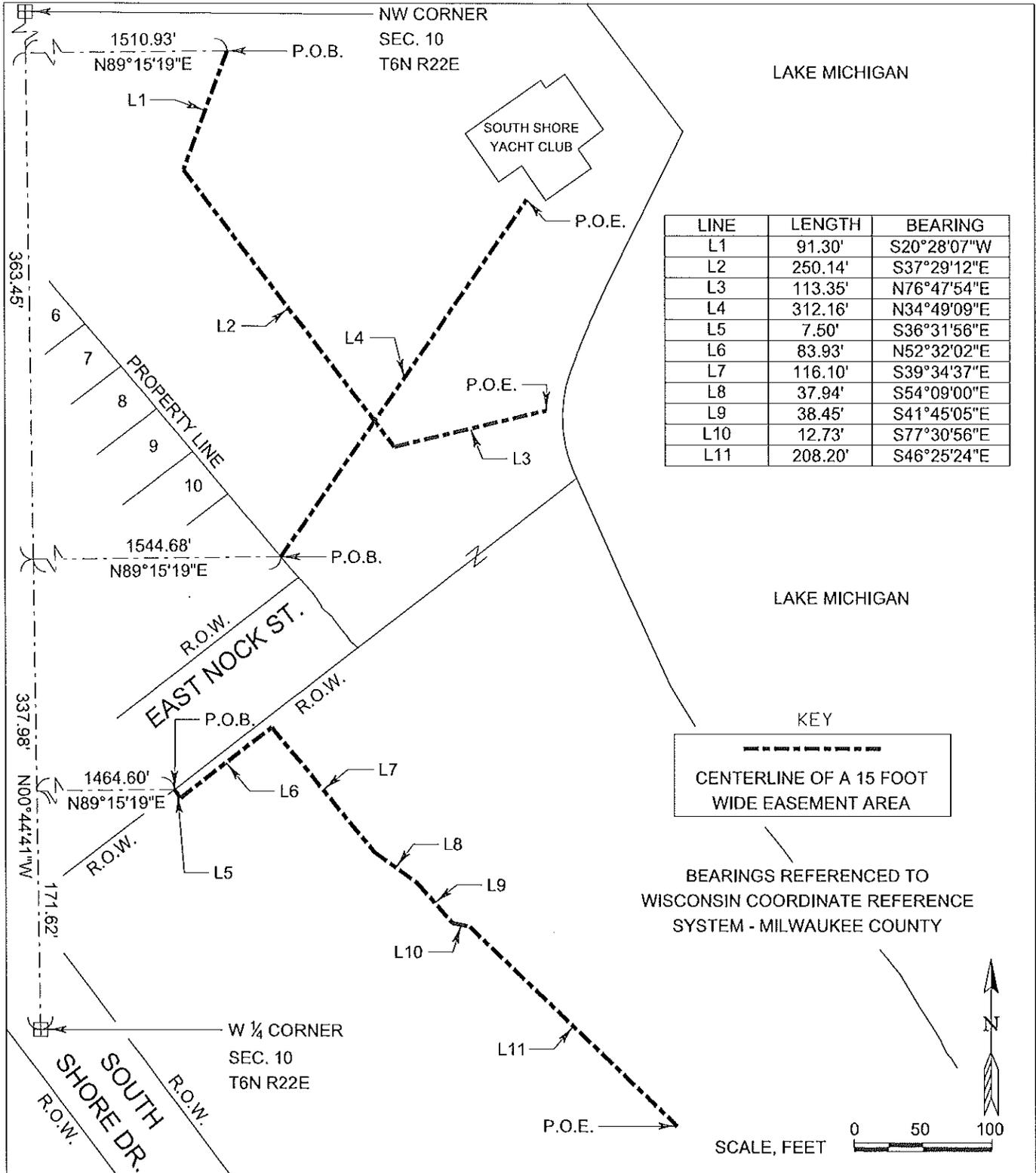
Acknowledged before me in Milwaukee County, Wisconsin on June 5th, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.


Kurt van Dulm Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019



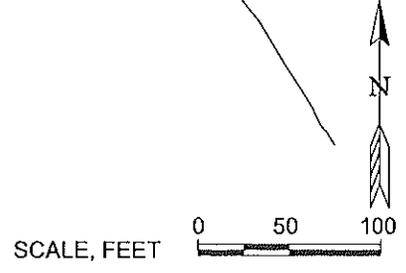


LINE	LENGTH	BEARING
L1	91.30'	S20°28'07"W
L2	250.14'	S37°29'12"E
L3	113.35'	N76°47'54"E
L4	312.16'	N34°49'09"E
L5	7.50'	S36°31'56"E
L6	83.93'	N52°32'02"E
L7	116.10'	S39°34'37"E
L8	37.94'	S54°09'00"E
L9	38.45'	S41°45'05"E
L10	12.73'	S77°30'56"E
L11	208.20'	S46°25'24"E

KEY

 CENTERLINE OF A 15 FOOT
 WIDE EASEMENT AREA

BEARINGS REFERENCED TO
 WISCONSIN COORDINATE REFERENCE
 SYSTEM - MILWAUKEE COUNTY



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

EXHIBIT "A"



LOCATED IN THE NW 1/4 AND SW 1/4 OF
 SEC. 10, T6N, R22E,
 CITY OF MILWAUKEE,
 MILWAUKEE COUNTY, WISCONSIN

WR NUMBER:	3967327
DATE:	01/15/18
DRAWN BY:	SAZ
SCALE:	1" = 100'
PAGE 1 of 1	