

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR Number: 4925513

IO Number: 5436

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, twelve (12) feet in width, being a part of Grantor's land (commonly known as Lincoln Park) in the **Southeast ¼ of Section 31 and the Southwest ¼ of Section 32, Township 8 North, Range 22 East, and in the Northeast ¼ of Section 6 and Northwest ¼ of Section 5, Township 7 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

205-9981-100
(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. Construction; Access:

(a) 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.

(b) Grantee shall provide written notice to Milwaukee County Parks 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.

(c) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of Grantor.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor, except, however, the construction of new facilities or modification of existing facilities at the request of 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.

(h) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences.

- 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. 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 reasonable 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.
- 7. Removal of Facilities:** In the event that Grantee's facilities are no longer required to provide electric service, Grantee shall: **a)** remove any unnecessary overhead and above-ground facilities, including poles, guy wires, overhead conductors, and pad-mounted equipment, and **b)** abandon unnecessary underground conduit and cables. Grantee shall restore the easement area at its expense and the associated easement rights herein shall terminate.
- 8. 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.
- 9. 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.
- 10. 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.

11. 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)
David Crowley, 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, 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 Electric Power Company,
a Wisconsin corporation doing business as We Energies

By: WEC Business Services LLC, its Affiliate and Agent

By: _____
Dawn M. Neuy, Director Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on _____ 20_____, by Dawn M. Neuy, Director Real Estate Services, WEC Business Services LLC, Affiliate and Agent of Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, in its name and on its behalf.

Notary Public Signature, State of Wisconsin

Notary Public Name (typed or printed)

(NOTARY STAMP/SEAL)

My commission expires: _____



ELEC WR **CA 4925513**

GAS WR _____

CITY / TOWN / VILLAGE: C-GLLENDALE

CUST/PROJ NAME: MILWAUKEE COUNTY

PROJECT LOCATION: 1301 E HAMPTON AVE

WORK DESCRIPTION: NEW DB SERVICE

3Ø 120/208V 400A

PREPARED BY: DAMION BROWN

E-MAIL: DAMION.BROWN@WE-ENERGIES.COM

OFFICE #: 414.944.5603 CELL #: 414.550.3275

PAGER #: _____ IO #: 5436

PROJECT ID: CA4925513 CGS #: _____

DATE PREPARED: 11/28/2023 DATE REVISED: _____

RAILROAD PERMITTING/FLAGGING REQUIRED YES NO RR NAME _____

CORROSION CONTACT: _____ PHONE #: _____

COMMON INFORMATION

STAKING REQUIREMENTS:

- SURVEYOR STAKED
- DESIGNER NOT NEEDED

MAIN / SERVICE IN EASEMENT:

- YES NO

RESTORE PRIVATE PROPERTY: WE ENERGIES CUSTOMER

WORK IS APPROX 600 FT, DIRECTION E OF CL OF
N GREENBAY AVE NEAREST CROSS STREET
(ALSO FOR GAS SERVICE TEE)

ELECTRIC INFORMATION

OPER MAP #: 4230-7712-02 FEEDER/LINE #: W11674

CATV JOINT USE #: _____ TEL JOINT USE #: _____

PROPOSED GAS SERVICE INFORMATION

MTR SIZE: _____ MTR TYPE: _____ PRES: _____ EFV

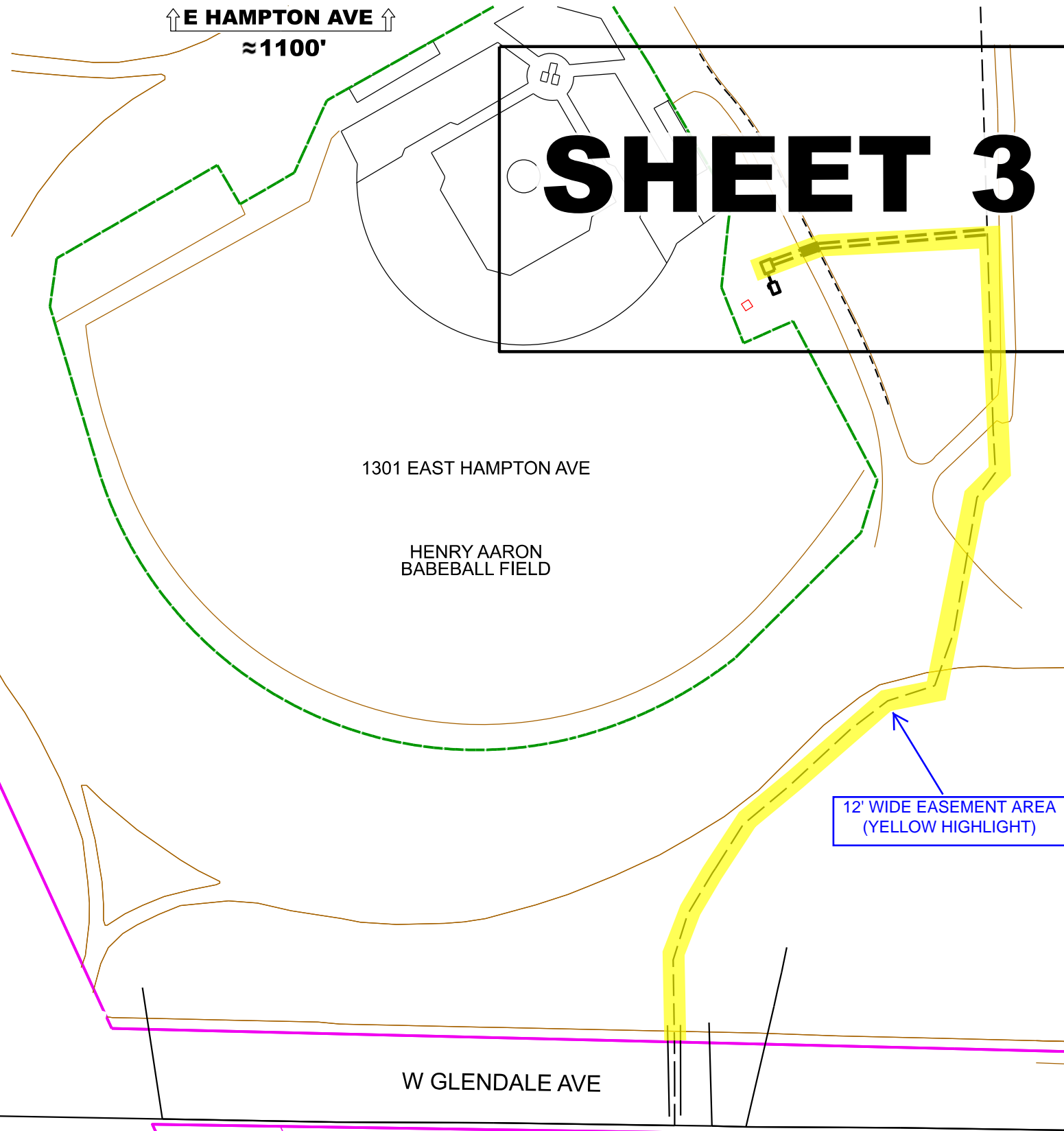
SERV PIPE SIZE: _____ MATERIAL: _____ RELIGHT

MTR LOC: _____ FT. OF _____ CORNER CURB VLV

CONSTRUCTION TYPE: _____ TIE-IN PIPING

STOCKPILED MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILED MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILE WITH 12" WATTLES

EASEMENT EXHIBIT "A"
(FOR REFERENCE PURPOSES)
EXHIBIT WILL BE REPLACED WITH SURVEY DRAWING PRIOR TO RECORDING



JOB INFO:

SECTION / TOWN / RANGE: NE1/4 SEC 6, T7N, R22E
SITE VISIT COMPLETED BY: DAMION BROWN
JOB OWNER: BRANDON MORRIS 414.540.5334; C 414.303.0076

MAIN CONTACTS:

- CONTRACTOR/BUILDER:
- PLUMBER/HVAC:
- ELECTRICIAN: TONY CRIVELLO 414.640.5195
- CUSTOMER: DAVE GULGOWSKI 414.278.4942

CONTINGENCIES & COMMENTS:

- DIGGERS HOTLINE / MISS DIG REQUIRED
WE ENERGIES WILL COMPLETE LAWN / PAVEMENT REPAIR ON:
- ROAD ROW NEIGHBORING PROPERTY
 - NONE CUSTOMER PROPERTY
- WE ENERGIES WILL HAUL SPOIL FROM:
- ROAD ROW NEIGHBORING PROPERTY
 - NONE CUSTOMER PROPERTY

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION
WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS

*
*

CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____

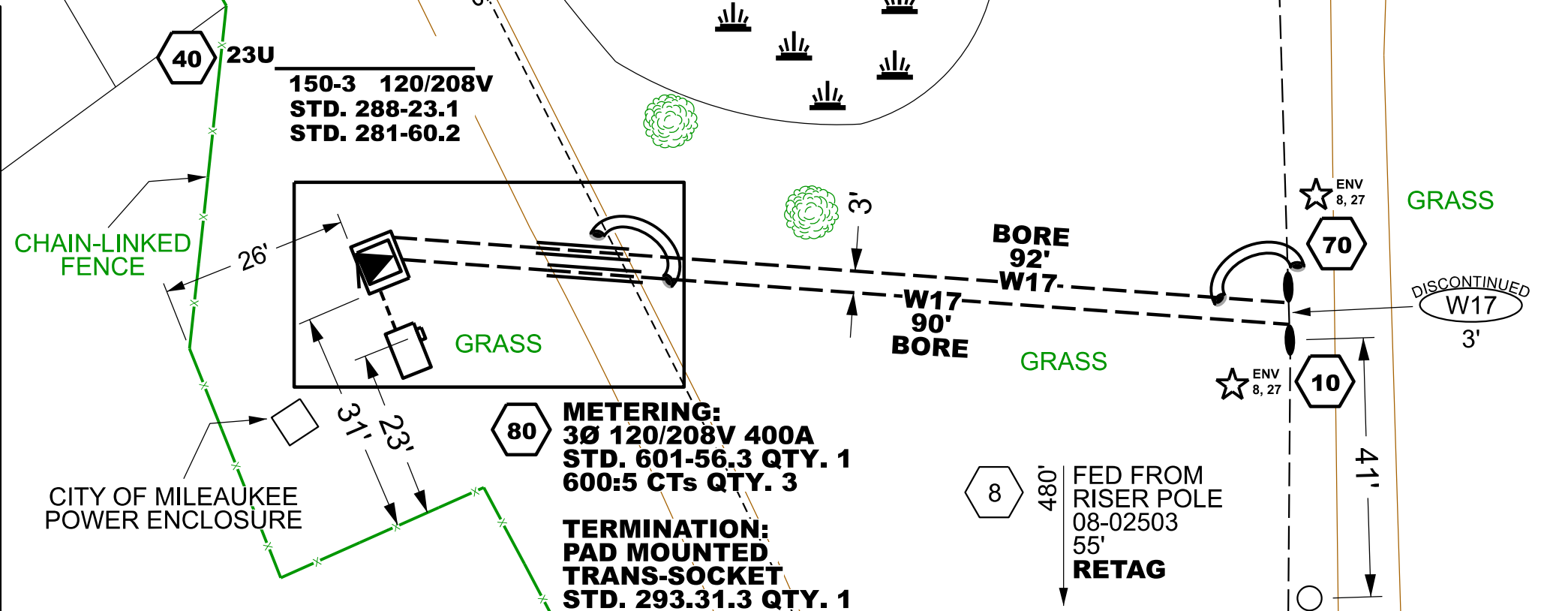
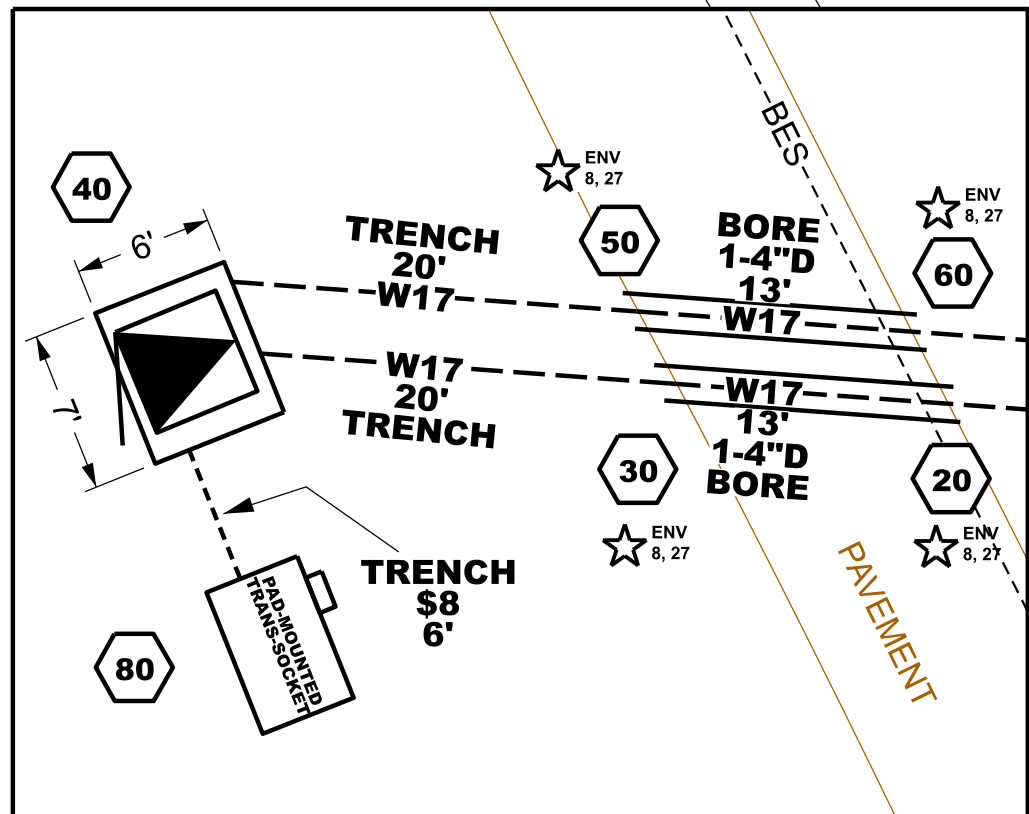


HENRY AARON
BABEBALL FIELD

MANUFACTURER:	_____
KVA:	150
VOLTAGE:	120/208
LOCATION ID:	23U
PHASE:	ABC
FLUID TYPE:	_____ DESIGN IZ: _____
SERIAL:	_____
MATERIAL #:	227-5022
ASSET ID #:	_____
3 PHASE TRANSFORMER LOAD BREAK SWITCHES?	<input type="checkbox"/> Y <input type="checkbox"/> N
FOR SOC USE ONLY	WE ENERGIES EQUIPMENT ENERGIZED <input type="checkbox"/> Y <input type="checkbox"/> N
	Customer EQUIPMENT ENERGIZED <input type="checkbox"/> Y <input type="checkbox"/> N EDC: _____
SWITCHED BY:	_____ DATE/TIME: _____

380'
 90 08U8424
 150-3
 120/208
RETAG

DETAIL
NOT TO SCALE





Milwaukee County GIS and Land Information

PARCEL REPORT FOR: 4700 N GREEN BAY AVE

Parcel Information

TAXKEY: 2059981100

ADDRESS: 4700 N GREEN BAY AVE

MUNICIPALITY: Milwaukee

OWNER(S): MILWAUKEE COUNTY PARKS

ACRES: 0

PARCEL TYPE: Single Taxkey

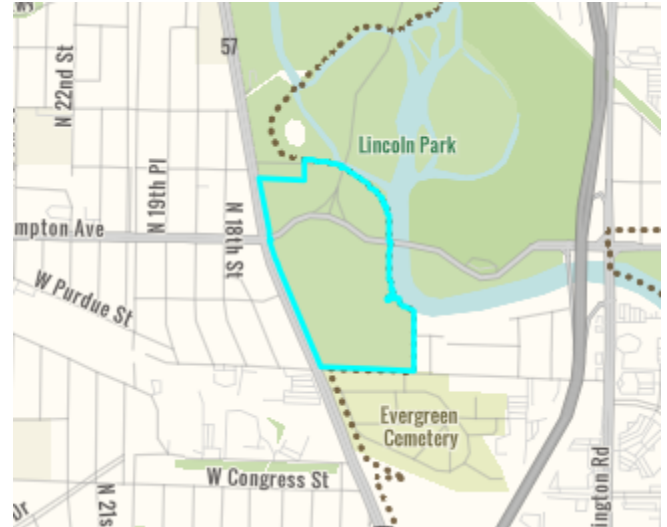
ZONING DESCRIPTION: [Parks](#)

SCHOOL DISTRICT: MILWAUKEE SCHOOL DISTRICT

ASSESSED VALUE: [0](#)

LAND VALUE: 0

IMPROVEMENT VALUE: 0



LEGAL DESCRIPTION:

LANDS IN SE 1/4 SEC 31-8-22-SW 1/4 SEC 32-8-22-NE 1/4 SEC 6-7-22 & NW 1/4 SEC 5-7-22 THAT PART OF SD LANDS COM NE COR LOT 19 IN HORSE SHOE VILLA IN SD SE 1/4 SEC-TH SELY & SLY ALG MILW RIVER TO W LI OF ASSESSMENT SUBD NO 75-TH S ALG SD W LI TO N LI OF W GLENDALE AVE-TH W ALG SD N LI TO E LI OF N GREEN BAY AVE-TH NLY ALG SD E LI 2203.39' TO A PT 146.35' SLY OF HORSE SHOE VILLA-TH E 491.2'-TH N 214' M/L TO BEG

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.