

**DISTRIBUTION EASEMENT  
GAS**

Document Number

WR Number: 4809637

IO Number: MRO47502411

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 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 a strip of land, twenty (20) feet in width, being a part of **Lots 1, 2, 28, and 29, Block 20, of NORTH MILWAUKEE TOWNSITE CO'S ADDITION No. 2**, being part of the **Northeast ¼ of Section 1, Township 7 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 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

230-0314-100

(Parcel Identification Number)

**1. Purpose:**

(a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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 secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences.

(f) 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.

(g) Grantee shall be responsible for maintaining the facilities.

(h) 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.

3. **Building 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 6 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 gas service, Grantee shall remove any above-ground facilities and abandon unnecessary underground gas facilities. 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)*

MILWAUKEE COUNTY

(Date)

(Date)

(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, 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 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



GAS WORK REQUEST

4809637

INSTALL APPROX. 105' OF 4" PE MAIN  
INSTALL APPROX. 481' OF 8" PE MAIN

Exhibit "A"

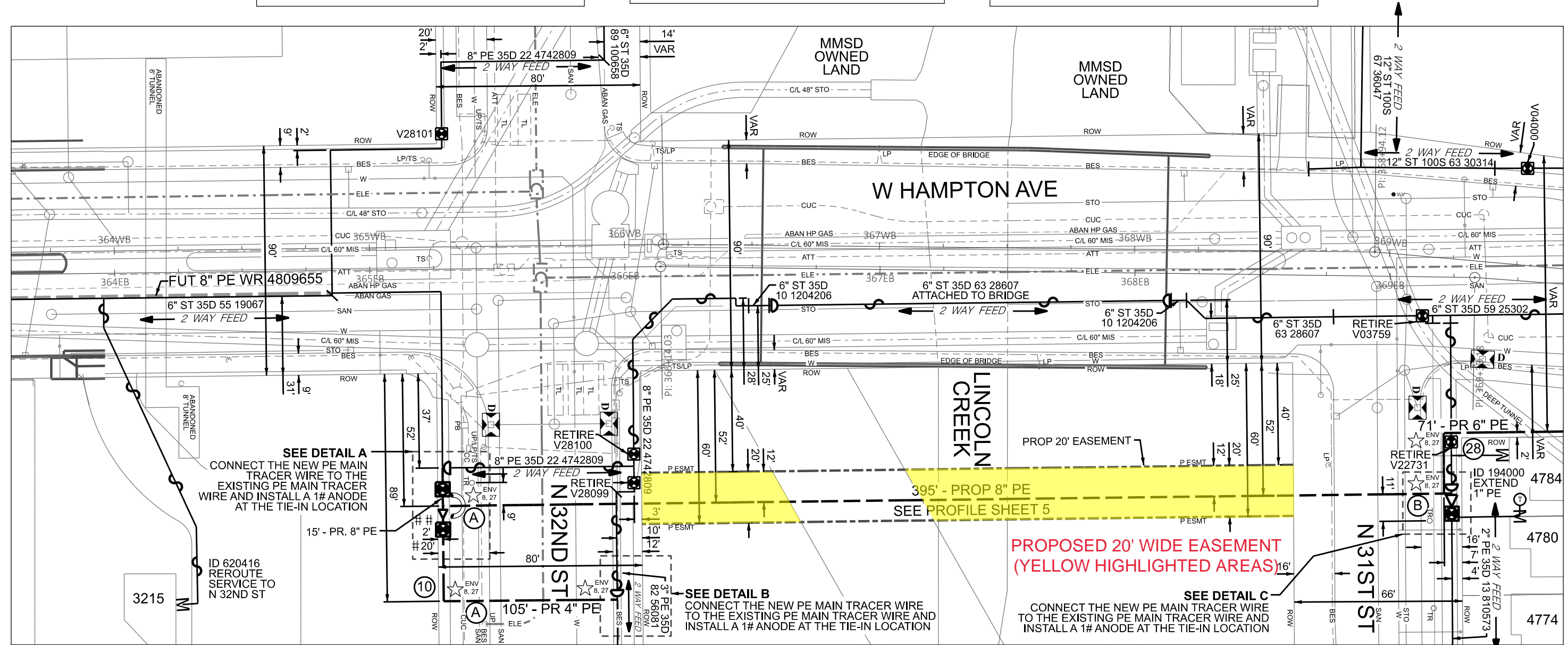
(final easement drawing prepared by  
WE surveyor will replace this sheet)



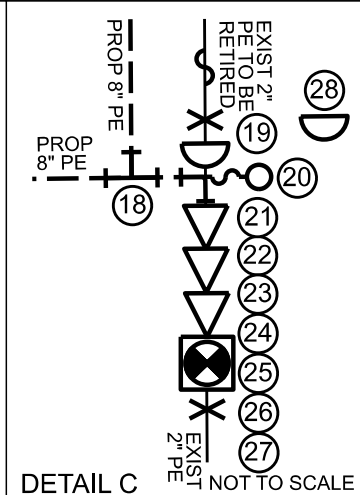
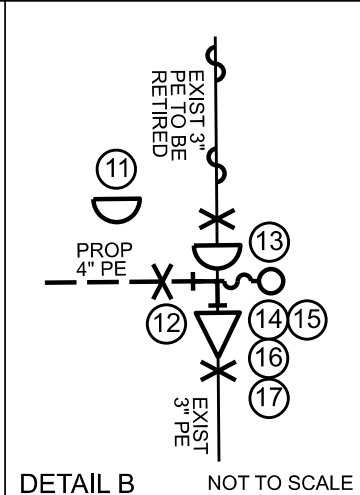
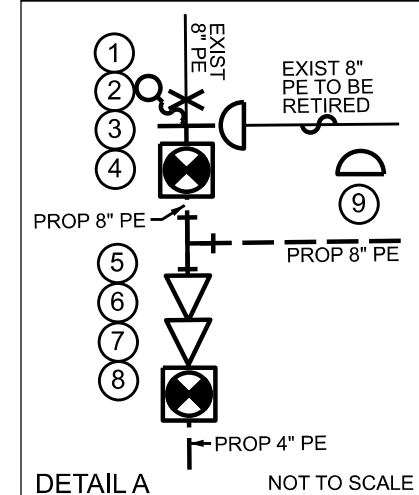
MAINTAIN 5' MINIMUM CLEARANCE FROM  
OUTSIDE EDGE TO TREES WHILE BORING AND 8'  
MINIMUM CLEARANCE WHILE OPEN CUTTING.

ALL MAIN TO BE INSTALLED AT A MINIMUM  
DEPTH OF 30" UNLESS OTHERWISE NOTED.

IF CREWS COME ACROSS SUSPECTED  
CONTAMINATION, CALL ERIN GANZEMULLER  
IN ENVIRONMENTAL AT 414-221-2110.



SEE SHEET 3



ITEM NO.	DESCRIPTION
1	8" PE SQUEEZE POINT
2	ANODE, 1 LB. MAGNESIUM
3	COUPLING 8" IPS ELECTROFUSION (REMOVE EXIST ELL)
4	VALVE, #28287 8" IPS PE 4710 (full port) & BOX, VALVE - 5 1/4" BOX TOP (for maint)
5	TEE, 8" IPS BUTT FUSION
6	REDUCER 8" IPS X 6" IPS BUTT
7	REDUCER 6" IPS X 4" IPS BUTT
8	VALVE, #28286 4" IPS PE (full port) & BOX, VALVE - 5 1/4" BOX TOP (for maint)
9	CAP, 8" IPS BUTT W/ 1" CTS PURGE

ITEM NO.	DESCRIPTION
10	ELL 4" IPS 90 DEG BUTT FUSION
11	CAP, 3" IPS BUSE FUSION TEMP PURGE
12	4" PE SQUEEZE POINT
13	3" PE SQUEEZE POINT (IF NECESSARY)
14	ELL 4" IPS 90 DEG BUTT FUSION
15	ANODE, 1 LB. MAGNESIUM
16	REDUCER 4" IPS X 3" IPS BUTT
17	3" PE SQUEEZE POINT
18	TEE, 8" IPS BUTT FUSION
19	2" PE SQUEEZE POINT

ITEM NO.	DESCRIPTION
20	ANODE, 1 LB. MAGNESIUM
21	ELL 8" IPS 90 DEG BUTT FUSION
22	REDUCER 8" IPS X 6" IPS BUTT
23	REDUCER 6" IPS X 4" IPS BUTT
24	REDUCER 4" IPS X 2" IPS BUTT
25	VALVE, #28284 2" IPS PE (reduced port) & BOX, VALVE - (for 2" valve)
26	2" PE SQUEEZE POINT
27	CAP, 2" IPS SCTK X 1/2" CTS TEMP PURGE
28	ELL 8" IPS 90 DEG BUTT FUSION

- CUC CROSSING INFORMATION
- (A) EXISTING CUC AT DEPTH OF 28". BOTTOM OF CONDUIT AT 38". PR PE GAS TO BE DEFLECTED DOWN TO A MINIMUM DEPTH OF 50" TO MAINTAIN 12" CLEARANCE WHILE BORING.
- SEWER CROSSING INFORMATION
- (B) EXISTING 12" STORM SEWER AT DEPTH OF 68". BOTTOM OF 12" STORM SEWER AT DEPTH OF 68". PR PE GAS TO BE INSTALLED AT 113" DEPTH. SEE PROFILE SHEET 5.

SCALE 1" = 40'

SHEET 2 OF 5