





BROWN DEER PARK



Projection  
NAD\_1927\_StatePlane\_Wisconsin\_South\_FIPS\_4803



1:4,514

752 0 376 752 Feet

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 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.

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS



**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/ft<sup>2</sup>
- Easement Area ≈ 57,000 ft<sup>2</sup>

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](mailto: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

MILWAUKEE COUNTY

(Date)

(Date)

STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

(Title: Member - STATE BAR OF WISCONSIN)

**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)*



MILWAUKEE COUNTY

{Date}

(Signature)

(Date)

STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

## 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

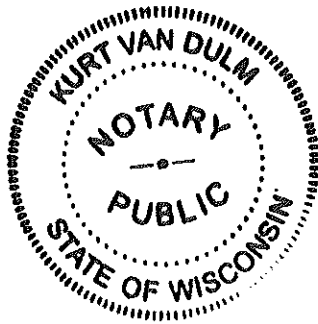
Acknowledged before me in Milwaukee County, Wisconsin on June 5<sup>th</sup>, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

  
Kurt van Dulm

Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019



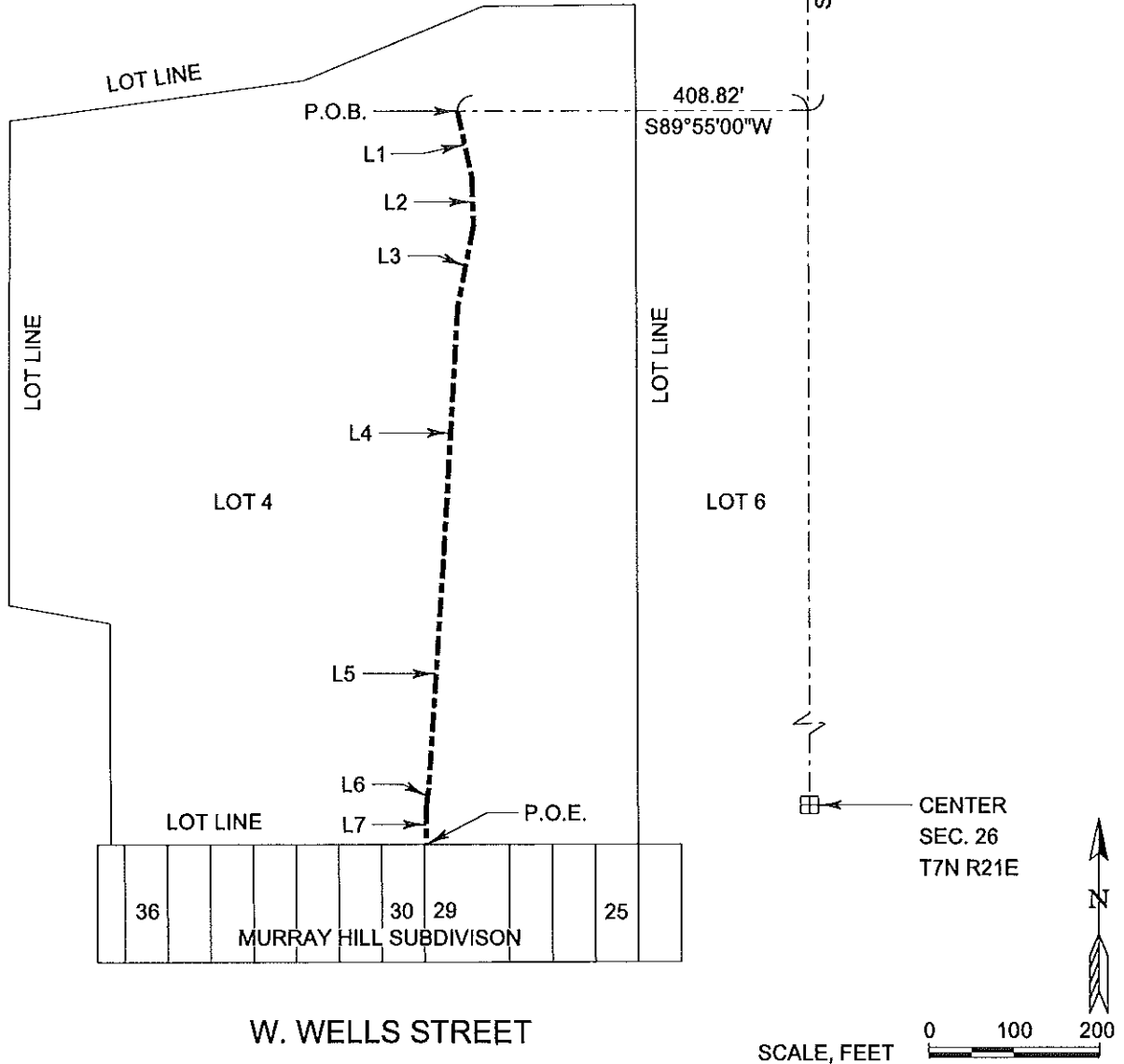


# KEY

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



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

## EXHIBIT "A"

**we energies**

PART OF LOT 4, BLOCK 7, ASSESSOR'S PLAT NO. 126,  
LOCATED IN THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF SEC. 26, T7N, R21E,  
CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER: xxxxxxxx

DATE: 01/02/18

DRAWN BY: SAZ

SCALE: 1" = 200'

PAGE 1 of 1

**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)*

Grantor:

MILWAUKEE COUNTY

\_\_\_\_\_  
(Signature)

Chris Abele, 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, 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

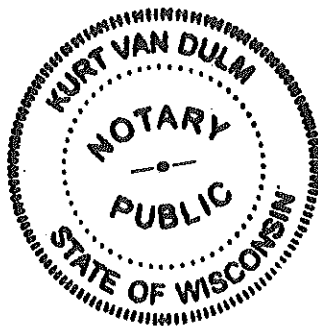
Acknowledged before me in Milwaukee County, Wisconsin on June 5<sup>th</sup>, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

  
Kurt van Dulm

Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019



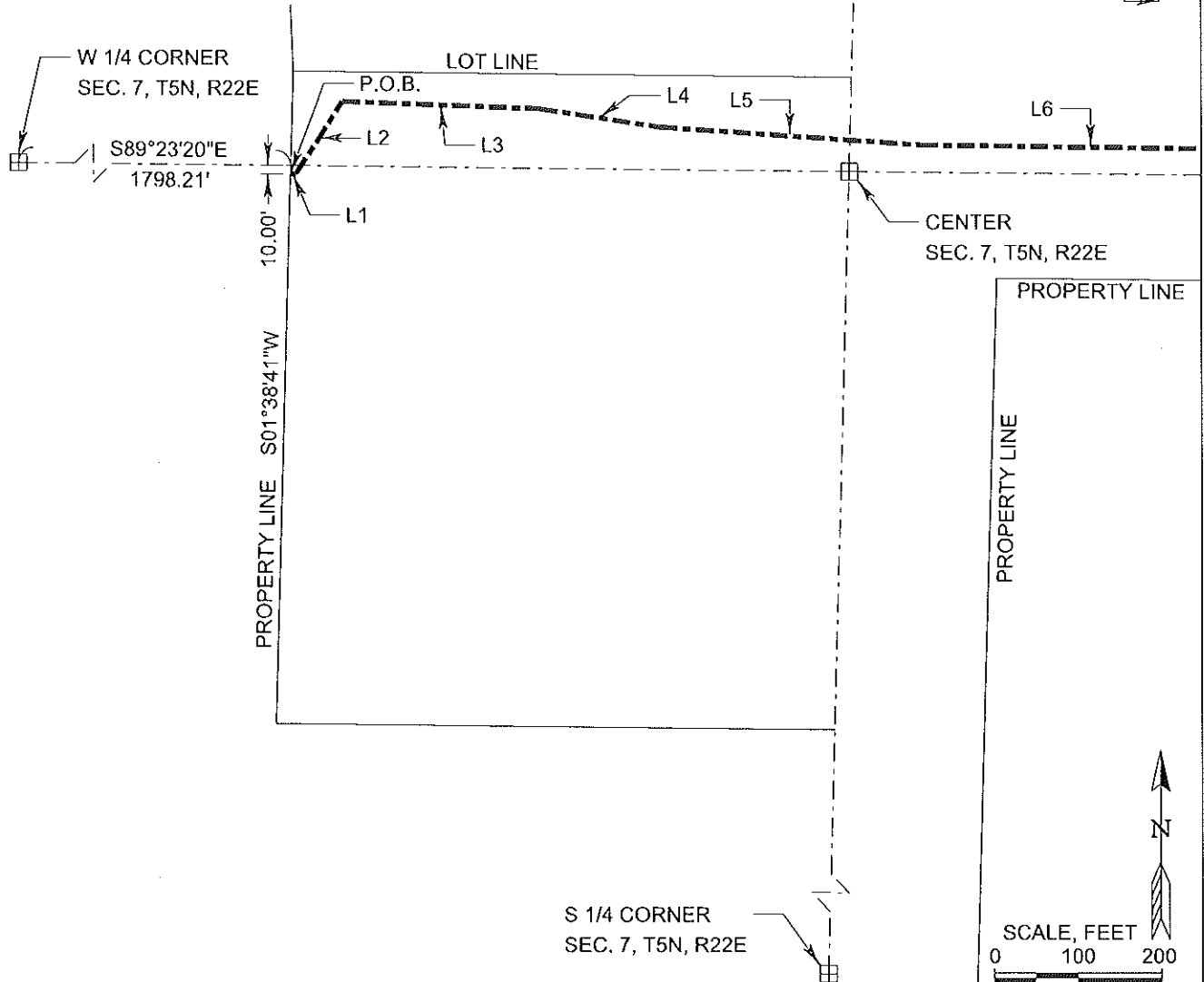


# KEY

-----  
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



CONTINUED  
SHEET 2

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

**EXHIBIT "A"**

**we energies**

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'

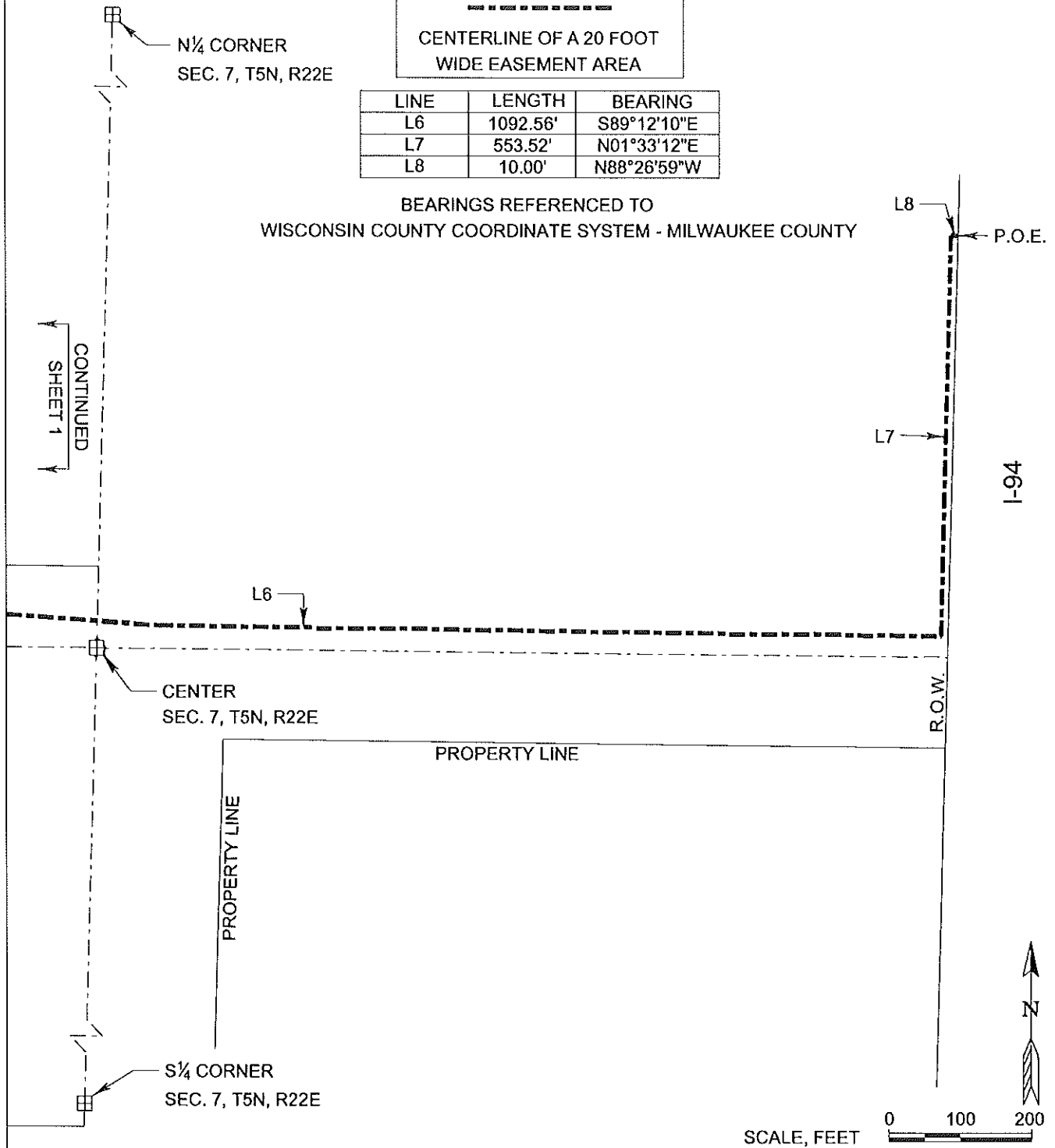
PAGE 1 of 2

# 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"

**we energies**

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**.

## RETURN TO:

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

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.

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.

- 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)*



MILWAUKEE COUNTY

(Date)

(Signature)

(D<sub>3</sub>c)

STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

## 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.: \_\_\_\_\_

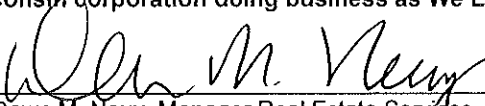
Date: \_\_\_\_\_

OR

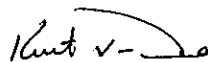
Grantee:

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 5<sup>th</sup>, 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.

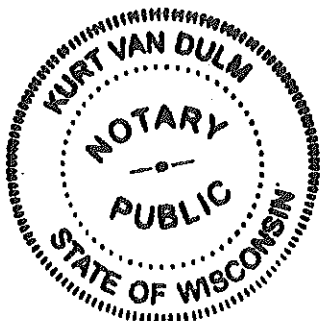


Kurt van Dulm

Notary Public, State of Wisconsin

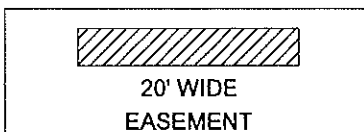
(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019





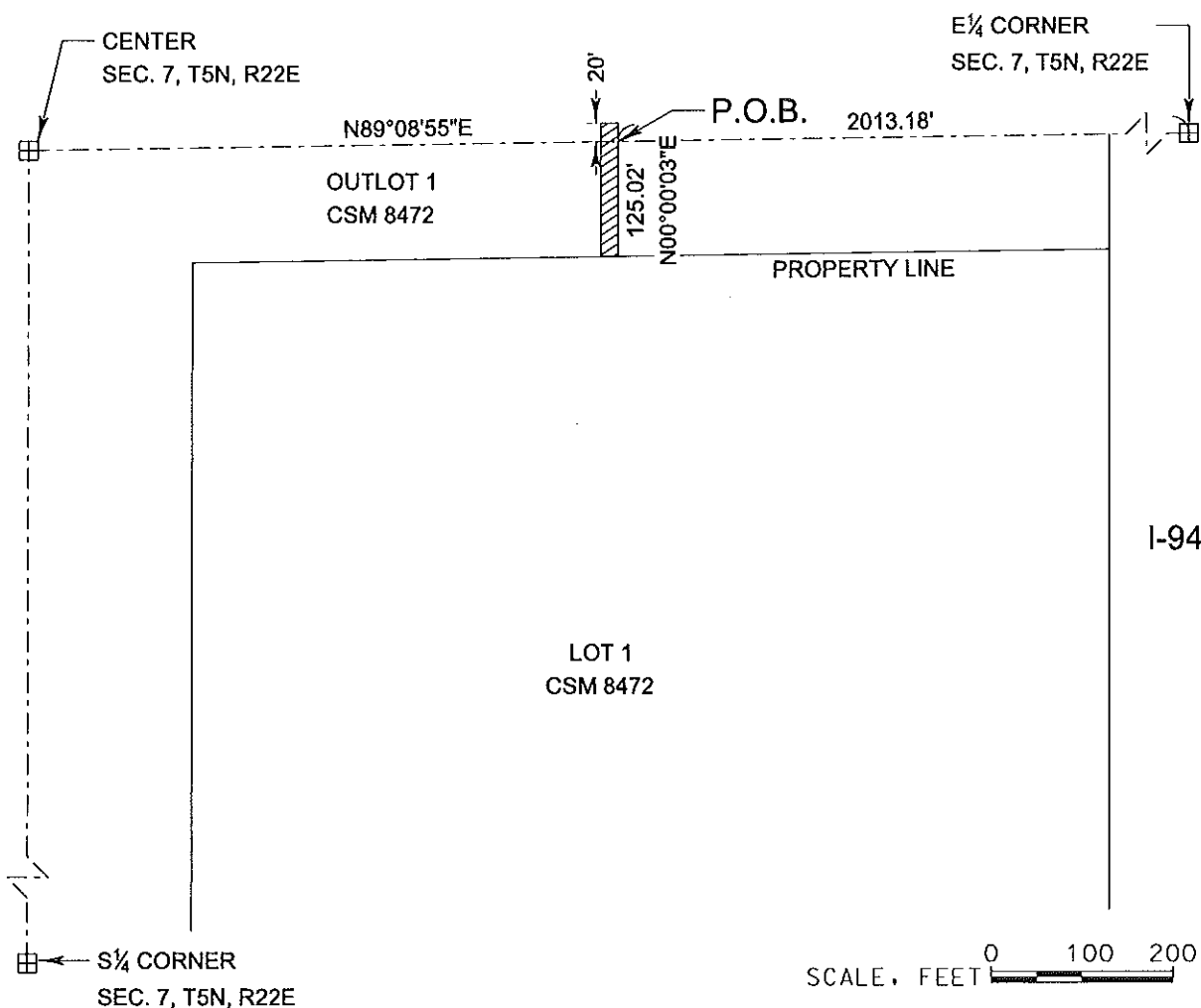
KEY



BEARINGS ARE REFERENCED TO  
WISCONSIN STATE PLANE  
SOUTH ZONE NAD 27



MILWAUKEE COUNTY



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

EXHIBIT "A"

**we energies**

PART OF OUTLOT 1 OF CSM 8472 IN THE NW 1/4 OF THE SE 1/4  
& LANDS IN THE SW 1/4 OF THE NE 1/4,  
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	

Document Number

**DISTRIBUTION EASEMENT  
UNDERGROUND**

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

**1. Purpose:**

318-9999-100  
(Parcel Identification Number)

(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)*



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

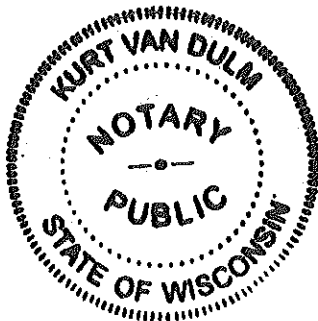
Acknowledged before me in Milwaukee County, Wisconsin on June 5<sup>th</sup>, 2018, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, on behalf of the corporation.

\_\_\_\_\_  
Kurt van Dulm

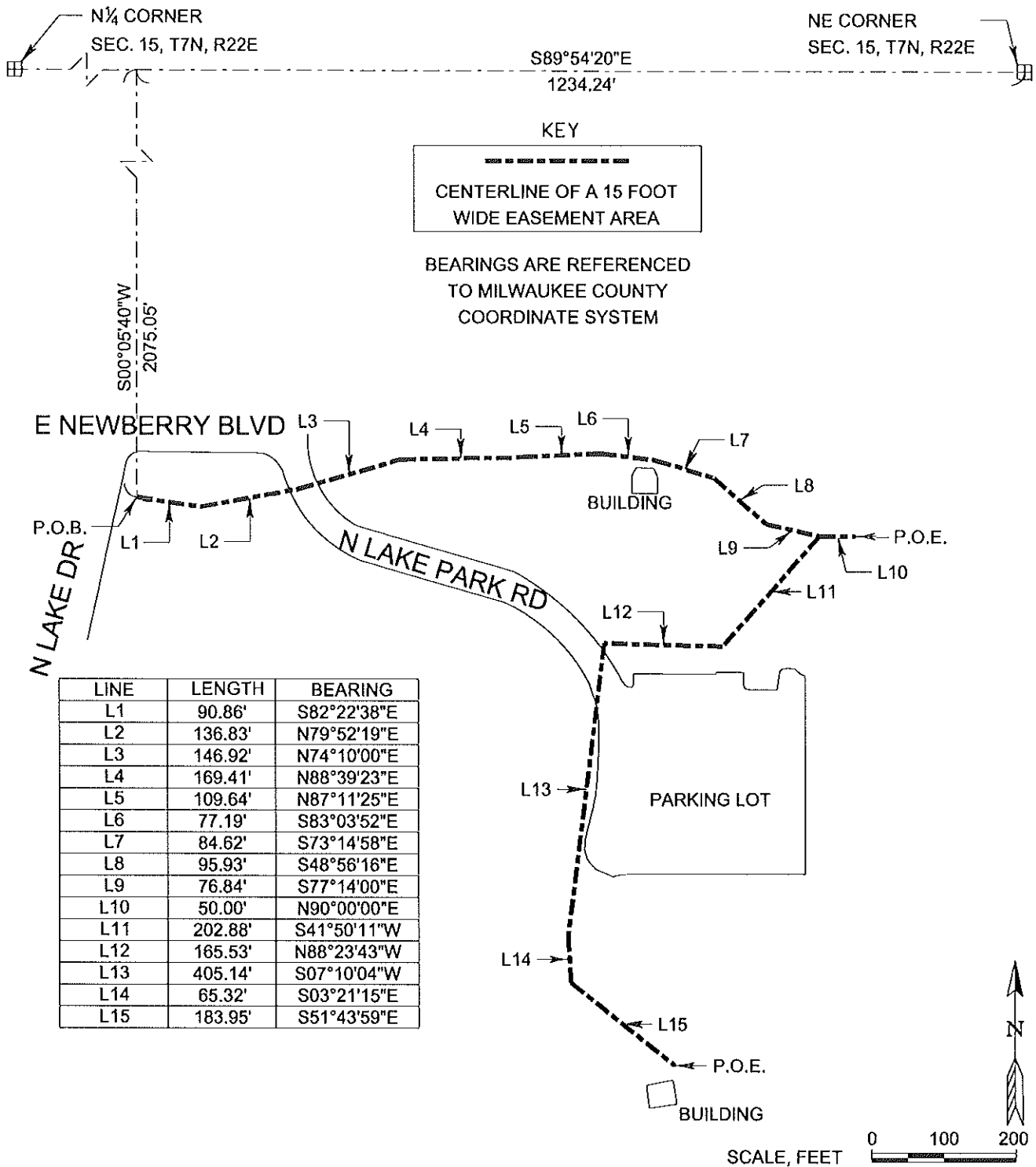
Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019







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

**EXHIBIT "A"**

**we energies** 

LOCATED IN THE NE $\frac{1}{4}$  AND THE SE $\frac{1}{4}$  OF  
SEC. 15, T7N, R22E,  
CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER: 3821492

DATE: 05/29/18

DRAWN BY: CML

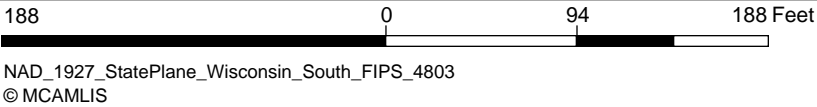
SCALE: 1" = 200'

PAGE 1 of 1





BURLEIGH BRIDGE OVER MENOMONEE RIVER



1: 1,129

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









N KNOLL TERR

MENOMONEE RIVER PKWY

MENOMONEE RIVER

MENOMONEE RIVER PKWY

-Z3753

ABC  
50.3

-Z3753

-X8652

ABC  
470.3

-X8652

25B  
2AS  
NB

W BURLEIGH ST

EXISTING FEEDER X8652, Z3753

PROPOSED FEEDER X8652, Z3753

N KNOLL TERR

MENOMONEE RIVER PKWY

MENOMONEE RIVER

MENOMONEE RIVER PKWY

-Z3753

ABC  
470.3

ABC  
50.3

ABC  
50.3

ABC  
470.3

-Z3753

-X8652

ABC  
500CU

ABC  
500CU

ABC  
500CU

ABC  
500CU

ABC  
500CU

2AS  
B

25B

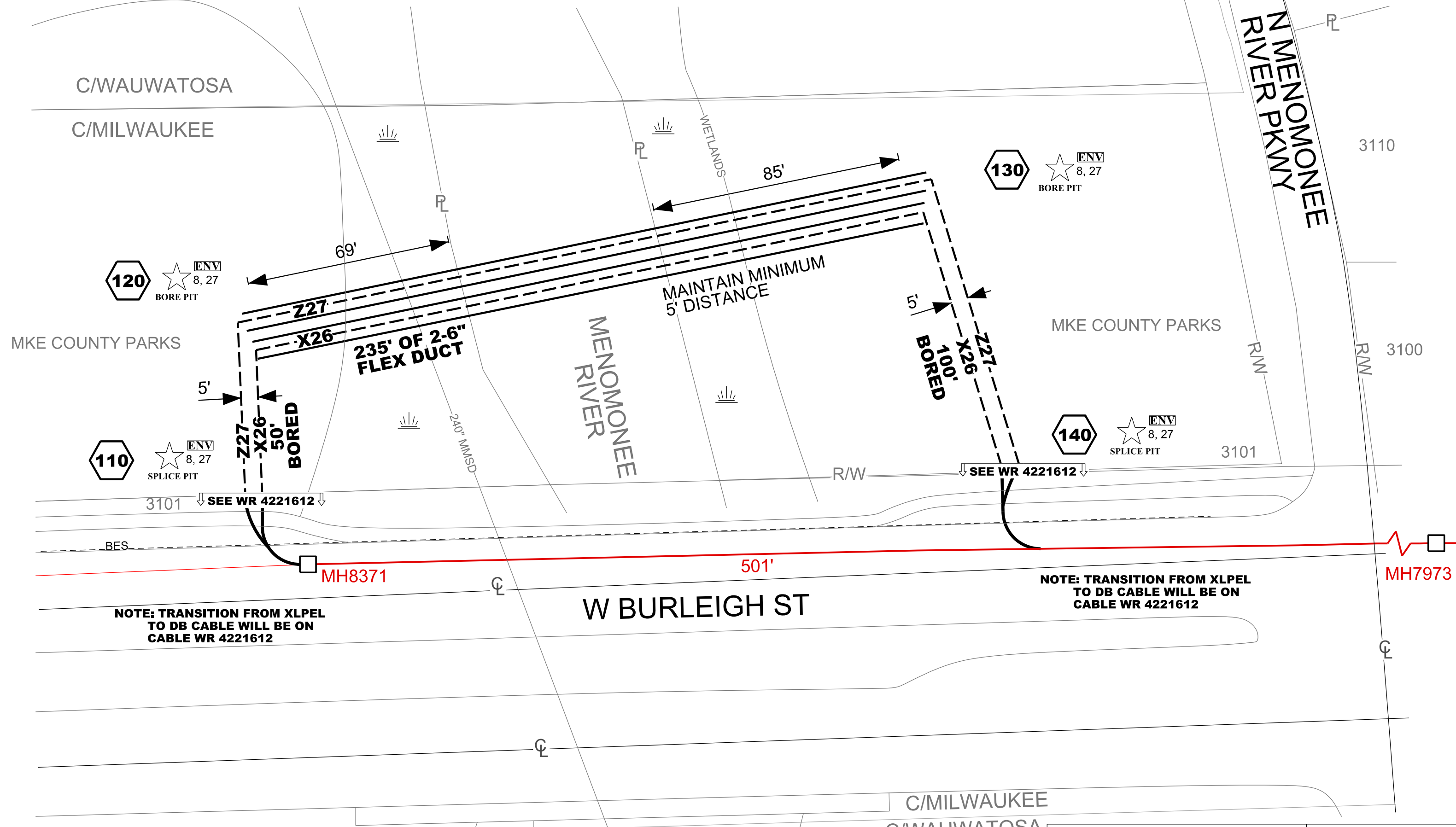
25B

W BURLEIGH ST



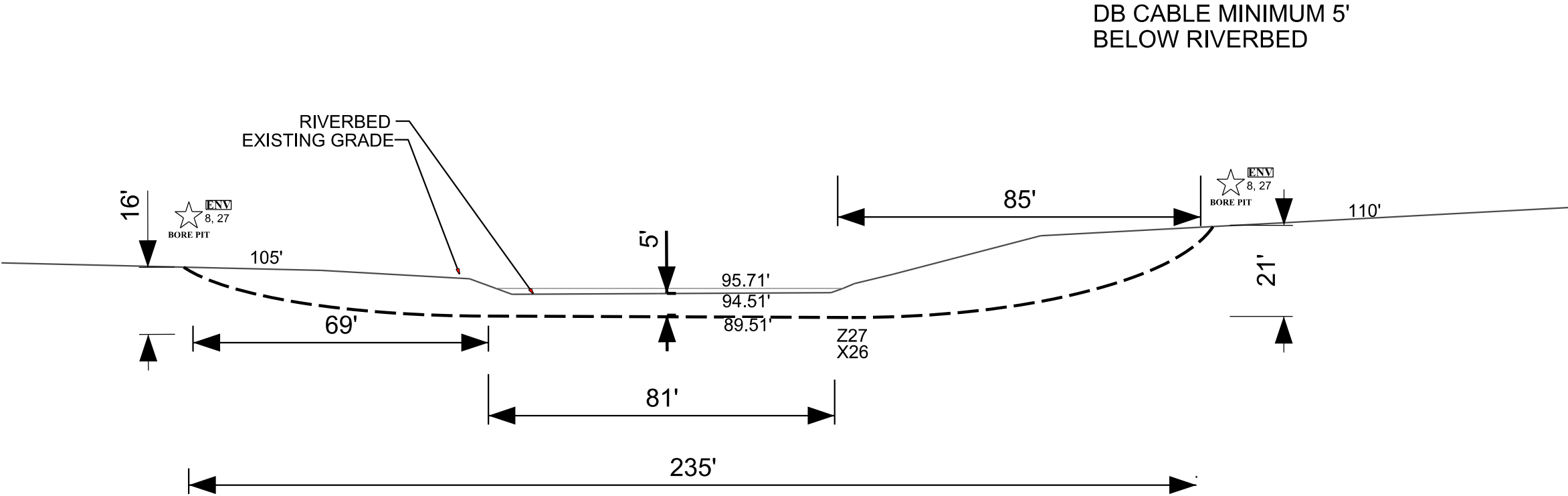
4198310

DB ORDER  
4221611 - CONDUIT ORDER  
4221612 - CABLE ORDER





# 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)*

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*  
Dawn M. Neuy, Manager Real Estate Services

Acknowledged before me in Milwaukee County, Wisconsin on June 5<sup>th</sup>, 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.

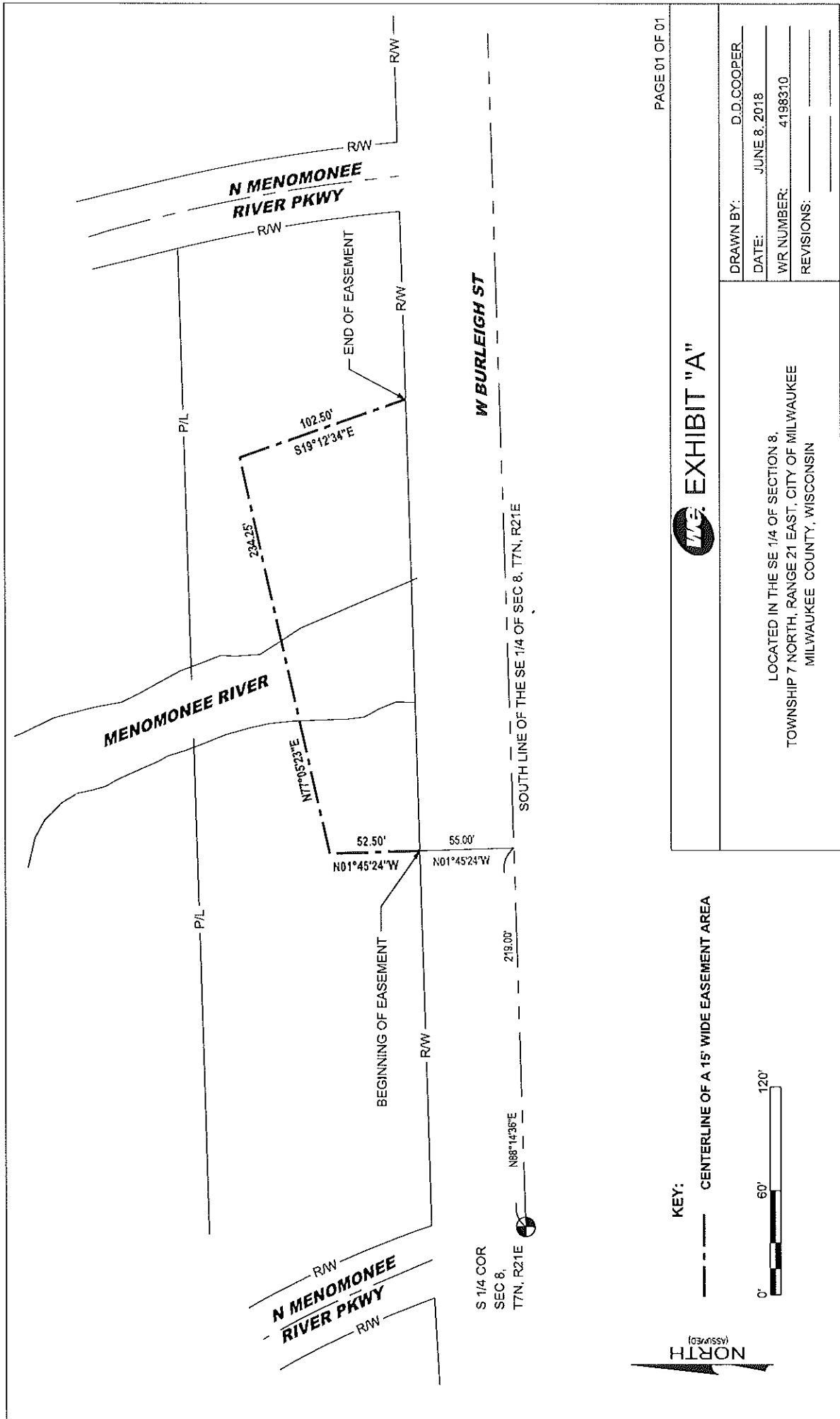
*Kurt van Dulm*

Kurt van Dulm

Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019

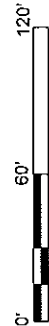


**EXHIBIT "A"**

DRAWN BY: D.D. COOPER  
 DATE: JUNE 8, 2018  
 WR NUMBER: 4198310  
 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](mailto:kurt.vandulm@we-energies.com)

**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.

**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)*

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: \_\_\_\_\_

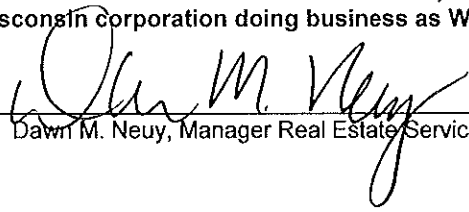
OR



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 5<sup>th</sup>, 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.

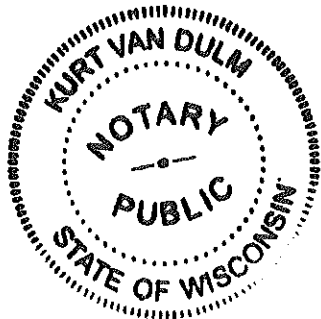


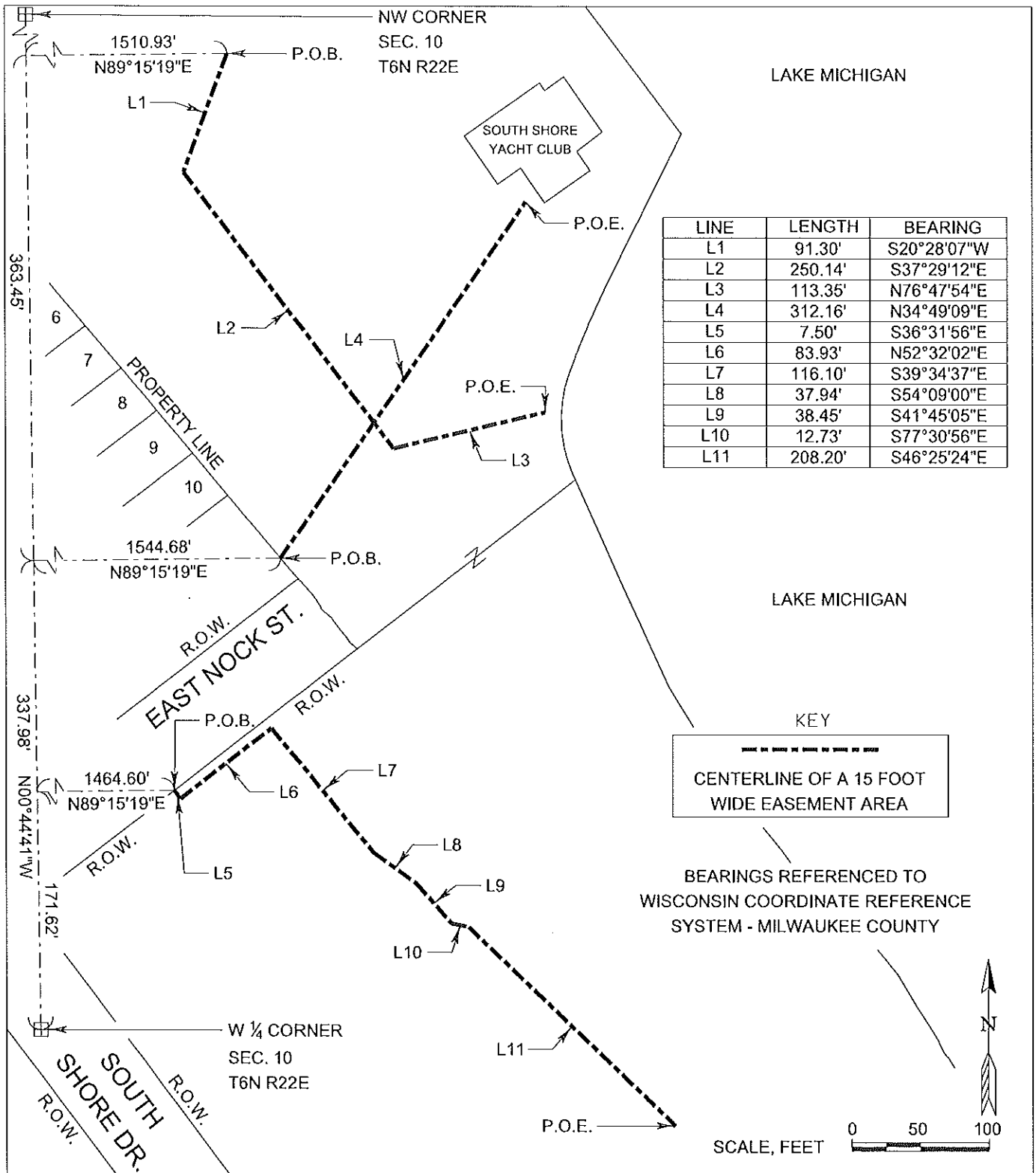
Kurt van Dulm

Notary Public, State of Wisconsin

(NOTARY STAMP/SEAL)

My commission expires: November 11, 2019





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

## EXHIBIT "A"

**weenergies**

LOCATED IN THE NW ¼ AND SW ¼ OF  
SEC. 10, T6N, R22E,  
CITY OF MILWAUKEE,  
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER: 3967327

DATE: 01/15/18

DRAWN BY: SAZ

SCALE: 1" = 100'

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